CITY COUNCIL AGENDA ITEM

Date: July 25, 2014

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Oakland Troy Senior Center - Project No. 14.906.3

History

Windemere Park of Troy Holdings, LLC proposes to develop the Oakland Troy Senior Center located at the southeast Corner of Adams and Square Lake Roads.

Troy Planning Commission recommended preliminary site plan approval on November 26th, 2013.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements which will be constructed by Windemere Park of Troy Holdings, LLC on behalf of the City of Troy; including Water Main, Storm Sewer, Concrete Sidewalk, and Road Improvements. The required fees and refundable escrow deposits in the form of Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by Windemere Park of Troy Holdings, LLC (see attached Private Agreement).

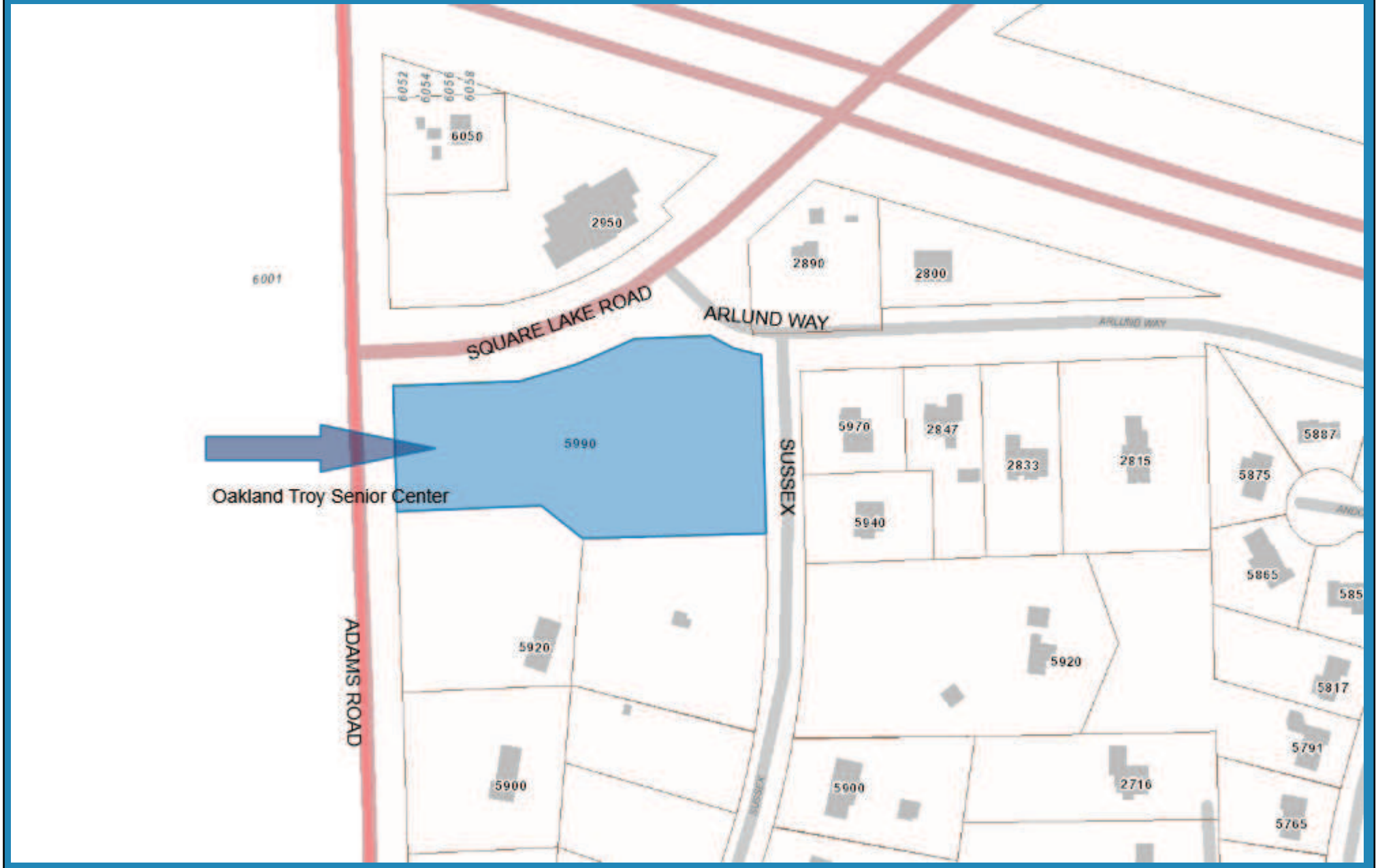
Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City of Troy GIS Online



550 0 275 550 Feet

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **14.906.3**	Project Location: **NW 1/4 Section 7**
Resolution No:	Date of Council Approval:

This Contract, made and entered into this **18th** day of **July**, 2014 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Windemere Park of Troy Holdings, LLC** whose address is **30078 Schoenherr Road, Suite 300, Warren, MI 48088** and whose telephone number is **(586) 563-1500** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Storm Sewer, Concrete Sidewalk, and Road Improvements** in accordance with plans prepared by **JJ Associates, Inc.** whose address is **1050 South Boulevard E., Suite 200, Rochester Hills, MI 48307** and whose telephone number is **(586) 726-9111** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of $ **115,293.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	☐	
Certificate of Deposit & 10% Cash	☐	
Irrevocable Bank Letter of Credit & 10% Cash	☐	10% Cash 11,529.30
Performance Bond & 10% Cash	☒	

Refundable cash deposit in the amount of $ **19,029.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐ Check ☒

Non-refundable cash fees in the amount of $**12,463.00**. This amount will be paid to the City in the form of (check one):

Cash ☐ Check ☒

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____day of _____, 20_____.

OWNERS Windemere of Troy Land Holdings LLC

By:

Edward Mancini
Please Print or Type

CITY OF TROY

By:

Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 24th day of July, A.D.20 14, before me personally appeared Edward Mancini known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

LARYSA FIGOL
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 03/02/2018

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: _____

Detailed Summary of Required Deposits & Fees
Oakland Troy Senior Center
14.906.3

ESCROW DEPOSITS (PUBLIC):	
Sanitary Sewers	$17,625
Water Mains	$27,650
Paving	$4,212
Sidewalks	$21,595
Storm Sewer	$15,067
Major Road Improvements (other than decel or passing lanes)	$29,144
TOTAL ESCROW DEPOSITS (Refundable):	**$115,293**
CASH FEES (Non-Refundable):	
Engineering Review Fee (Private Improvements)(PA1)	$6,354
Water Main Testing and Chlorination (PA 2)	$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	$9,246
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-$3,787
TOTAL CASH FEES (Non-Refundable):	**$12,463**
CASH DEPOSITS (Refundable):	
Street Cleaning/Road Maintenance	$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	$2,500
Punchlist & Restoration	$11,529
TOTAL CASH DEPOSITS (Refundable):	**$19,029**
Total Escrow & Cash Deoposits (Refundable):	**$134,322**
Total Cash Fees (Non-Refundable):	**$12,463**
Total Amount:	**$146,785**

$ 11,529.30 (10% Amount DUE)

PAID
JUL 24 2014
CITY OF TROY
TREASURER'S OFFICE