



## CITY COUNCIL AGENDA ITEM

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Date: October 9, 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  
Oak Forest Site Condominiums Phase II - Project No. 04.943.3

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### **History**

Oak Forest LLC proposes to develop Phase II of the Oak Forest Site Condominiums located between John R and Willow Grove south of Square Lake Road.

Troy Planning Commission recommended preliminary site plan approval on March 8, 2005. City Council approved Phase I on October 8, 2012.

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 Oak Forest LLC on behalf of the City of Troy: including sanitary sewer, storm sewer, detention, water main, paving, sidewalks, wetland mitigation, landscaping, and soil erosion. The required fees and refundable escrow deposits in the form of Bank Letter of Credit and 10% Cash that will assure completion of the municipal improvements, have been provided by Oak Forest 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

## Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **04.943.3**

Project Location: **NE 1/4 Section 11**

Resolution No: \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

This Contract, made and entered into this **20th** day of **October, 2014** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Oak Forest LLC** whose address is **5877 Livernois, Troy, MI 48098** and whose telephone number is **248-828-1726** hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of sanitary sewer, storm sewer, detention, water main, paving, sidewalks, wetland mitigation, landscaping and soil erosion in accordance with plans prepared by Professional Engineers Associates whose address is 2430 Rochester Ct., Suite 100, Troy, MI 48083 and whose telephone number is 248-689-9090 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 \$ **1,153,715.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>115,371.00</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input checked="" type="checkbox"/>	
Performance Bond & 10% Cash	<input type="checkbox"/>	

Refundable cash deposit in the amount of \$ **390,522.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **134,453.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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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.

## **City Of Troy**

### **Contract for Installation of Municipal Improvements (Private Agreement)**

**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 *OAKFOREST, LLC*

CITY OF TROY

By:

By:

*Ann M Sobey*  
\_\_\_\_\_  
*Ann M Sobey, Manager*  
Please Print or Type

\_\_\_\_\_  
Dane M. Slater, Mayor

\_\_\_\_\_  
Please Print or Type

\_\_\_\_\_  
M. Aileen Bittner, City Clerk

**STATE OF MICHIGAN, COUNTY OF OAKLAND**

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_\_\_\_, before me personally appeared \_\_\_\_\_ 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.

\_\_\_\_\_  
NOTARY PUBLIC, Oakland County, Michigan

My commission expires: \_\_\_\_\_

Detailed Summary of Required Deposits & Fees  
Oak Forest Site Condominiums  
Phase II 46 Units - Section 11

**ESCROW DEPOSITS or PERFORMANCE BOND:**

Sanitary Sewers	\$177,189
Water Mains	\$95,402
Storm Sewers	\$314,177
Rear Yard Drains	\$36,442
Pavement - CONCRETE	\$365,548
Grading	\$67,865
Detention Basin	\$22,168
Monuments and Lot Corner Irons	\$1,710
Deceleration and/or Passing Lane - MAJOR ROAD	\$13,660
Sidewalks - ON SITE	\$20,994
Sidewalks - OFF SITE	\$3,960
Street Light	\$7,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$27,600
<b>ESCROW DEPOSITS or PERFORMANCE BOND &amp; 10% CASH (REFUNDABLE):</b>	<b>\$1,153,715</b>

(Circle One)

**CASH FEES (NON-REFUNDABLE):**

Water Main Testing and Chlorination (PA2)	\$839
Street Name and Traffic Signs (SUB 4)	\$2,305
Maintenance of Detention Basin (20 year)	\$37,060
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$0
Testing Services (SUB 11)	\$17,306
Engineering Review and Inspection (PA 1)	\$76,943
Less Initial Engineering Review Fee (Public & Private)(1.1%)	\$0
<b>(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):</b>	<b>\$134,453</b>

**CASH DEPOSITS (REFUNDABLE):**

Sidewalk Closures	\$2,592
Walkway and Split Rail Fence	\$18,300
Wetland Mitigation	\$214,200
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$4,000
Landscape Deposit	\$17,608
Punchlist & Restoration Deposit	\$133,822
Deposit for Repair, Replacement or Maintenance of SESC	\$0
<b>(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):</b>	<b>\$390,522</b>

Stormwater detention for this development will be provided by:  
New Onsite Public Pond  
Engineer: Professional Engineering Associates  
Developer: Ladd's Inc

PAID

OCT 08 2014

CITY OF TROY  
TREASURER'S OFFICE

