CITY COUNCIL AGENDA ITEM

Date: August 18, 2015

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
Pinery Woods Site Condominiums - Project No. 15.905.3

History

Mondrian Properties, Pinery, LLC proposes to develop Pinery Woods located north off Wattles Road and west of Forsyth.

Troy Planning Commission recommended preliminary site plan approval on April 14, 2015.

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 Mondrian Properties, Pinery, LLC on behalf of the City of Troy: including sanitary sewer, storm sewer, water main, detention, sidewalks, soil erosion and landscaping. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by Mondrian Properties, Pinery, 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.: **15.905.3**	Project Location: **SE 1/4 Section 13**
Resolution No:	Date of Council Approval:

This Contract, made and entered into this **24th** day of **August**, **2015** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Mondrian Properties, Pinery, LLC** whose address is **50215 Schoenherr, Shelby Twp., MI 48315** and whose telephone number is **586-726-7340** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **sanitary sewer, storm sewer, water main, detention, paving, sidewalks, soil erosion and landscaping** in accordance with plans prepared by **Horizon Engineering LLC** whose address is **P.O. Box 182158, Shelby Twp., MI 48318** and whose telephone number is **586-453-8097** 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 $ **546,376.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	☐	
Certificate of Deposit & 10% Cash	☐	10% Cash 54,637.00
Irrevocable Bank Letter of Credit & 10% Cash	☐	
Performance Bond & 10% Cash	☑	

Refundable cash deposit in the amount of $ **98,867.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐ Check ☑

Non-refundable cash fees in the amount of $**51,529.00**. 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.

City Of Troy

Contract for Installation of Municipal Improvements
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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 17th day of August, 2015.

OWNERS
MP PINERY LLC
By: MEMBE

JOSEPH MANIACI
Please Print or Type

Please Print or Type

CITY OF TROY

By:

Dane M. Slater, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 17th day of August, A.D.2015, before me personally appeared Joseph MANIACI 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.

Janet M Parsons

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 10-14-2016

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of Oakland

Detailed Summary of Required Deposits & Fees
Pinery Woods
25 Units - Section 13

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	$93,660
Water Mains	$73,230
Storm Sewers	$120,259
Rear Yard Drains	$35,804
Pavement - CONCRETE	$147,000
Grading	$12,000
Detention Basin	$5,000
Monuments and Lot Corner Irons	$1,220
Temporary Access Road	$1,000
Improvement of Park or Open Space	$5,000
Deceleration and/or Passing Lane - MAJOR ROAD	$20,000
Sidewalks - ON SITE	$4,575
Sidewalks - OFF SITE	$5,628
Street Light	$7,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	$15,000
TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE):	**$546,376**

10% for Performance bond $54637.00

CASH FEES (NON-REFUNDABLE):

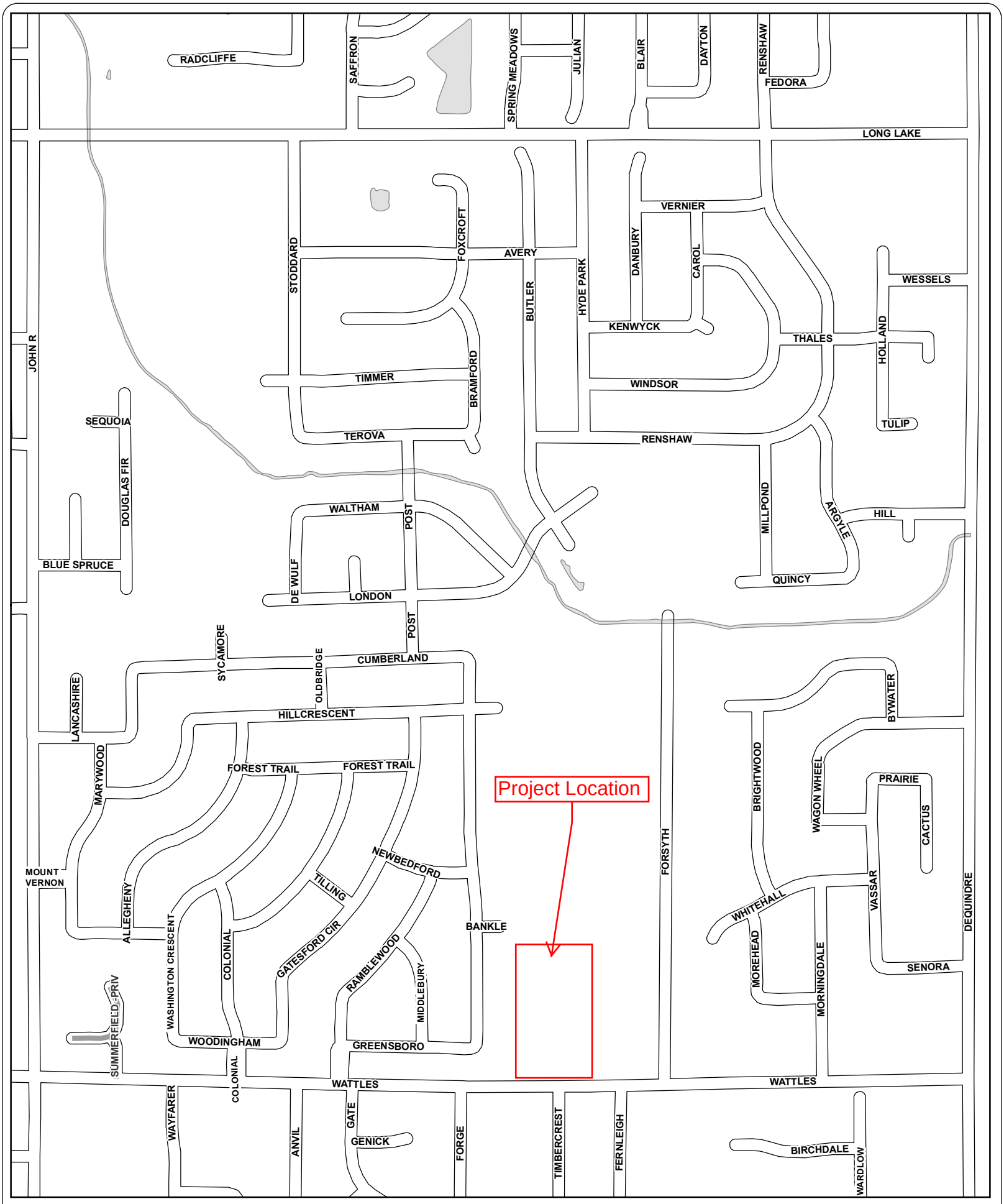
Water Main Testing and Chlorination (PA2)	$793
Street Name and Traffic Signs (SUB 4)	$1,140
Maintenance of Detention Basin (20 year)	$9,000
Testing Services (SUB 11)	$8,196
Engineering Review and Inspection (PA 1)	$38,192
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-$5,792
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	**$51,529**

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	$972
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	$5,000
Landscape Deposit	$10,842
Punchlist & Restoration Deposit	$78,928
Deposit for Repair, Replacement or Maintenance of SESC	$3,125
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	**$98,867**

Stormwater detention for this development will be provided by:
New Onsite Public Pond
Engineer: Horizon Engineering LLC
Developer: Mondrain Properties

PAID
AUG 17 2015
CITY OF TROY
TREASURER'S OFFICE



Legend

Private

Do Not Salt

Street Map

Section 13

City of Troy

Date: 4/10/2015