



CITY COUNCIL AGENDA ITEM

Date: November 3, 2015

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Oakland Mall Outlot Building Addition - Project No. 14.919.3

History

The Oakland Mall Outlot Building Addition located on the North side of 14 Mile Road between I-75 and John R Road is being proposed by 510 W. Fourteen Mile, LLC.

The parcel is zoned GB General Business and is currently developed with a strip retail building. The applicant received Preliminary Site Plan Approval from the Planning Department on September 26, 2014 for the following improvements:

- Addition to portion of building facing 14 Mile Road.
- Reconfiguration of the site parking lot and Installation of new curbing on Chicago Road to delineate site access points.
- New front, rear and side building façade.
- Installation of six (6) dogwood trees.
- Installation of a trash enclosure

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include the following municipal improvements which will be constructed by 510 W. Fourteen Mile, LLC on behalf of the City of Troy: Water Main and Concrete Sidewalk. The required fees and refundable escrow deposits in the form of a Check, that will assure completion of the municipal improvements, have been provided by 510 W. Fourteen Mile, 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.: **14.919.3**

Project Location: **SE 1/4 Section 35**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **2nd** day of **November, 2015** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **510 W. Fourteen Mile, LLC** whose address is **27780 Novi Rd Ste 110, Novi, MI 48377** and whose telephone number is **386-788-1851** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water main and Concrete Sidewalk** in accordance with plans prepared by **Giffels Webster** whose address is **1025 E. Maple Road, Suite 100, Birmingham, MI 48009** and whose telephone number is **248-852-3100** 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 \$ **15,420.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input checked="" type="checkbox"/>	}	10% Cash	_____00
Certificate of Deposit & 10% Cash	<input type="checkbox"/>			
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>			
Performance Bond & 10% Cash	<input type="checkbox"/>			

Refundable cash deposit in the amount of \$ **5,042.00**. 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 \$ **2,981.00**. 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 30th day of October, 2015.

OWNERS

CITY OF TROY

By:

By:

Donald DelRose

Please Print or Type

Dane M. Slater, Mayor

Donald DEL ROSE

Please Print or Type

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 30th day of October, A.D. 2015, before me personally appeared Donald Delrose 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

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

My commission expires: _____

Detailed Summary of Required Deposits & Fees
Oakland Mall Outlot Building Addition
14.919.3

ESCROW DEPOSITS (PUBLIC):

Water Mains	\$10,500
Sidewalks	\$4,920
TOTAL ESCROW DEPOSITS (Refundable):	<u>\$15,420</u>

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$2,787
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$1,249
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$1,705
TOTAL CASH FEES (Non-Refundable):	<u>\$2,981</u>

CASH DEPOSITS (Refundable):

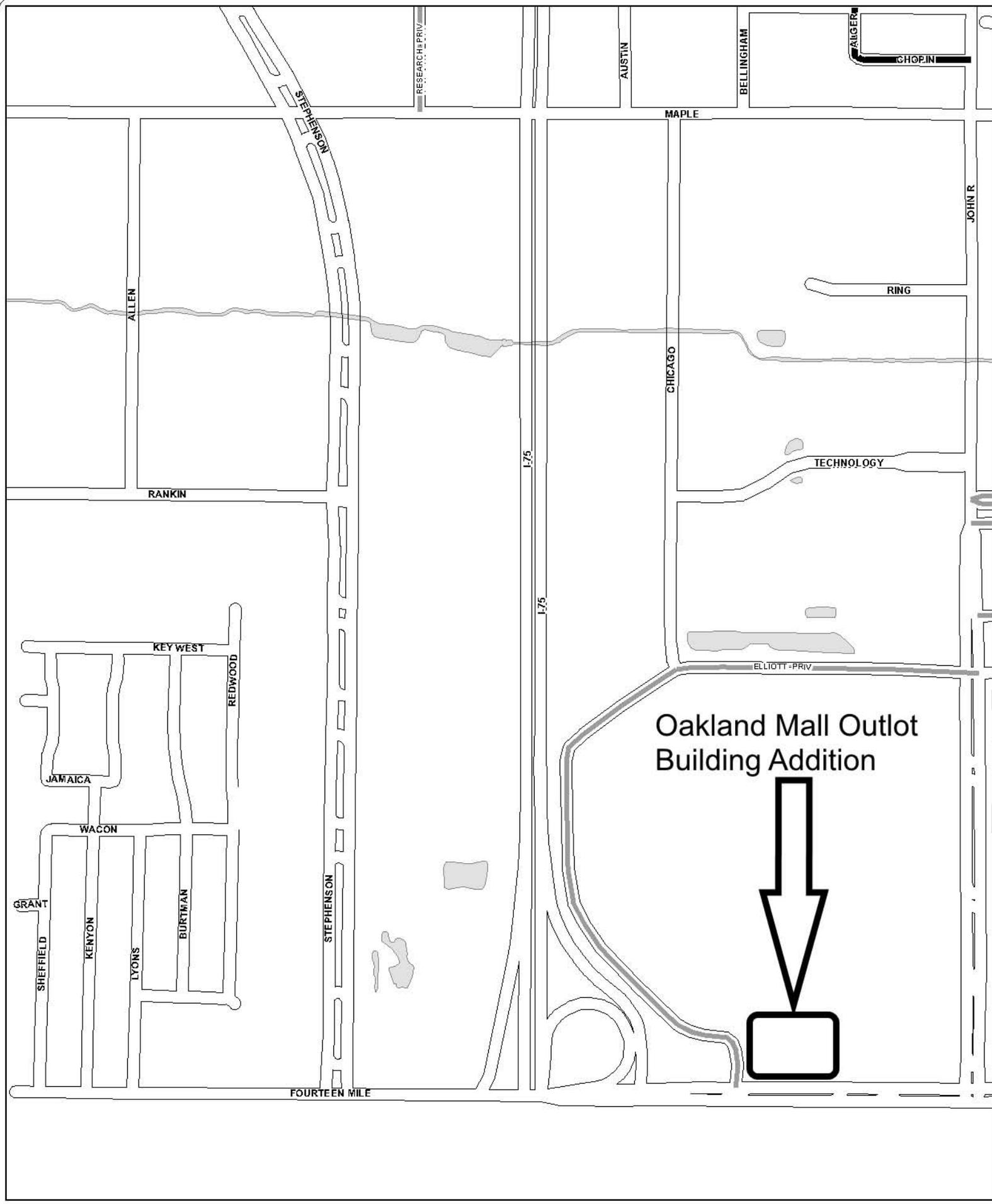
Street Cleaning/Road Maintenance	\$2,500
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$1,000
Punchlist & Restoration	\$1,542
TOTAL CASH DEPOSITS (Refundable):	<u>\$5,042</u>

Total Escrow & Cash Deposits (Refundable): **\$20,462**

Total Cash Fees (Non-Refundable): **\$2,981**

Total Amount: **\$23,443**

PAID
OCT 30 2015
CITY OF TROY
TREASURER'S OFFICE



Section 35

