



CITY COUNCIL AGENDA ITEM

Date: November 2, 2015

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Troy Plaza - Project No. 08.913.3

History

The Troy Plaza proposed by Bloomfield Development Co. is located at on the northwest corner of Crooks and New King in Section 8 of the city.

The site was controlled by a Planned Unit Development that was rescinded at the request of the owner. On October 8, 2012 City Council granted Conditional Rezoning for the proposed Troy Plaza development which includes a McDonald's restaurant, retail center and restaurant on the Crooks Road frontage and a hotel fronting on New King Street to the west. The Conditional Rezoning Agreement requires the development of the McDonald's building, retail center and restaurant pad within six (6) months of obtaining building permits. The applicant seeks to construct all site utilities for the entire site at one time. This is consistent with the Conditional Rezoning Agreement, as it will permit the applicant to seek building permits for the McDonald's building, retail center and restaurant pad concurrently.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; water main, sanitary sewer, storm sewer, paving, sidewalks, landscaping and soil erosion, which will be constructed by Bloomfield Development Co. on behalf of the City of Troy. 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 Bloomfield Development Co. (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.: **08.913.3**

Project Location: **NE 1/4 Section 8**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **9th** 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 **Bloomfield Developing Co.** whose address is **7441 Muerdale, West Bloomfield, MI 48322** and whose telephone number is **248-231-1400** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of water main, sanitary sewer, storm sewer, paving, sidewalks landscaping and soil erosion in accordance with plans prepared by Sitto Building & Engineering whose address is 29850 Northwestern Hwy., Ste 200, Southfield, MI 48034 and whose telephone number is 248-709-0044 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 \$ **248,170.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>24,817.00</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>	
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>	

Refundable cash deposit in the amount of \$ **34,817.00**. This amount will be deposited with the City in the form of (check one):

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

Non-refundable cash fees in the amount of \$ **19,414.00**. This amount will be paid to the City in the form of (check one):

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

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 21st day of October, 2015.

OWNERS

CITY OF TROY

By: Faiz Asmar

By:



Please Print or Type

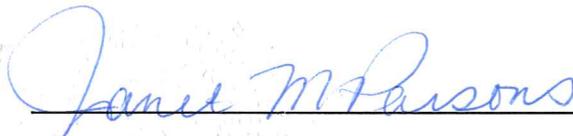
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 21st day of October, A.D. 2015, before me personally appeared Faiz Asmar 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: 10/14/16

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
Troy Plaza
08.913.3

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$27,950
Water Mains	\$63,620
Paving	\$24,500
Sidewalks	\$0
Deceleration and/or Passing Lane - MAJOR ROAD	\$0
Major Road Improvements (other than decel or passing lanes)	\$0
Underground Detention System/Restricted Outlet/Sewer Tap/Oil & Gas Trap	\$132,100
TOTAL ESCROW DEPOSITS (Refundable): <i>10% CASH <u>24,817.-</u></i>	<u>\$248,170</u>

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$8,321
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$18,588
Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10)	\$0
Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10)	\$0
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$8,145
TOTAL CASH FEES (NON-REFUNDABLE) Separate Check Required:	<u>\$19,414</u>

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$5,000
Punchlist & Restoration	\$24,817
TOTAL CASH DEPOSITS (Refundable) Separate Check Required:	<u>\$34,817</u>

Total Escrow & Cash Deposits (Refundable): *CASH 79,048* **\$282,987**

Total Cash Fees (Non-Refundable): **\$19,414**

Total Amount: Separate Checks Required for Refundable & Non-Refundable **\$302,401**

PAID

OCT 22 2015

CITY OF TROY
TREASURER'S OFFICE

LAND/BUILDING/PARKING DATA AND NOTES

LAND AREA:
GROSS OVERALL PARCEL AREA: 268,226 S.F. OR 6.157 ACRES
ZONING CLASSIFICATION: CURRENTLY SUBJECT TO PUD #11
PROPOSED ZONING: OM OFFICE MIXED USE WESTERN PORTION
CB COMMUNITY BUSINESS EASTERN PORTION
ADJACENT ZONING: RC TO NORTH & WEST
OM TO EAST & SOUTH

BUILDING AREA: MCDONALD'S 4,200 S.F.
RETAIL BUILDING 14,525 S.F.

BUILDING SETBACKS REQUIRED:
FRONT YARD SETBACK: 10 FEET
SIDE YARD SETBACK: 20 FEET
REAR YARD SETBACK: 20 FEET
REAR YARD SETBACK: 30 FEET

BUILDING SETBACKS PROVIDED:
FRONT YARD SETBACK (CROOKS RD.): 65 FEET
FRONT YARD SETBACK (CORPORATE DRIVE): 10 FEET
SIDE YARD SETBACK (NORTH): 75 FEET

PARKING REQUIRED:
REQUIRED PARKING WITH RESTAURANT AT CORNER PAD SITE
A RANGE BETWEEN 171 AND 220
REQUIRED PARKING WITH PAD SITE VACANT
A RANGE BETWEEN 131 AND 163
SEE ATTACHED PARKING CALCULATIONS FOR DETAIL

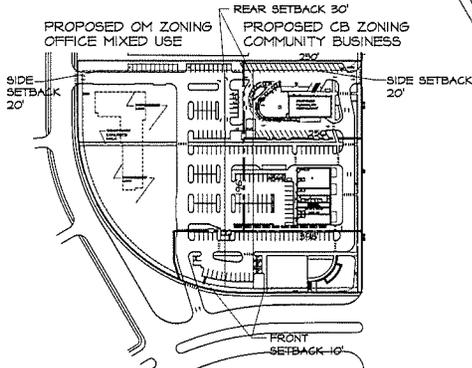
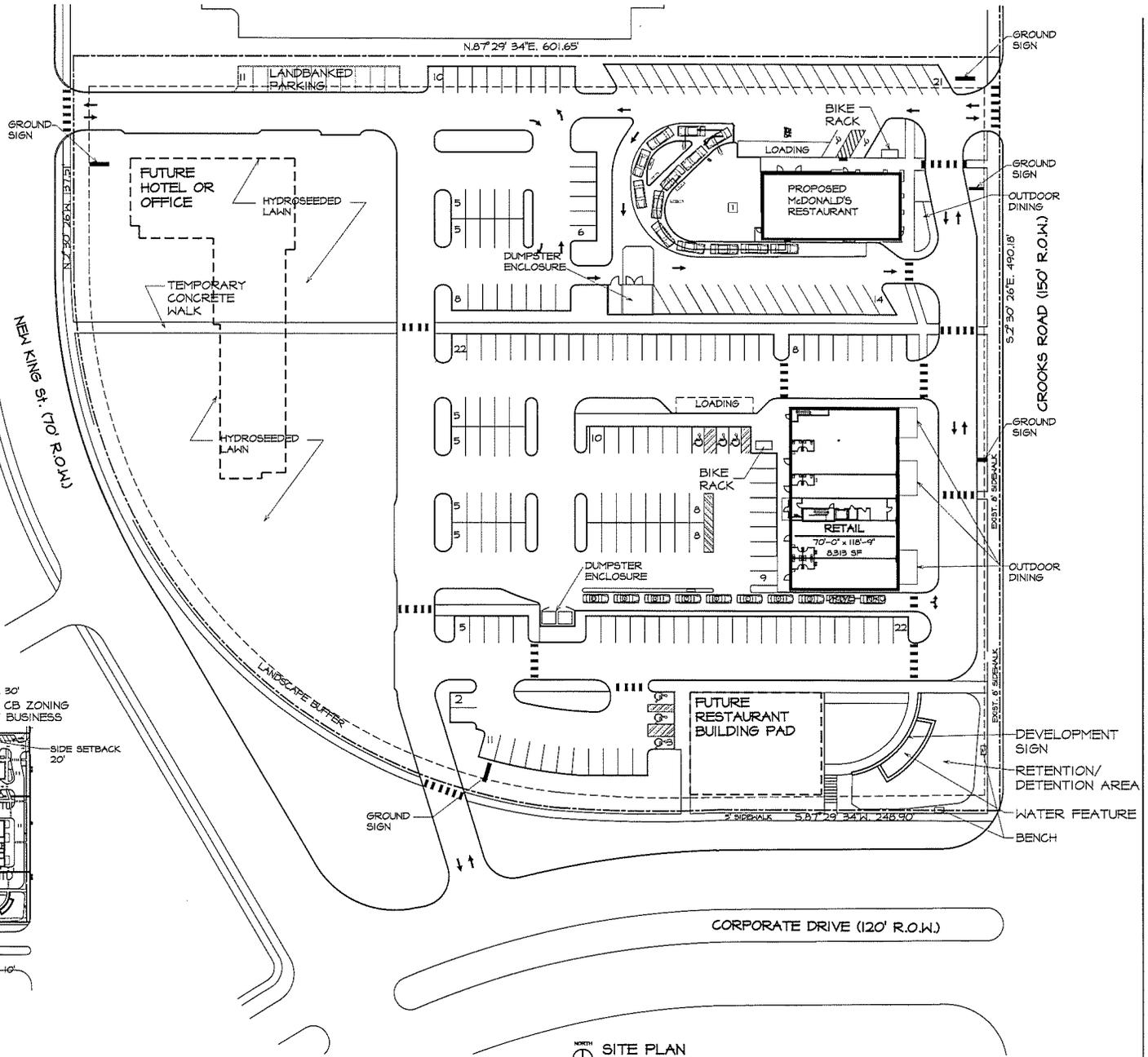
TOTAL SPACES PROPOSED: 210 INCLUDING 11 SPACES LAND-BANKED

PARKING PROVIDED: 202 SPACES
NUMBER OF A.C. SPACES PROVIDED: 8 SPACES
TOTAL SPACES PROVIDED: 210 SPACES W/ 11 SPACES LAND BANKED

STACKING REQUIRED: 10 SPACES
STACKING PROVIDED: 10 SPACES @ RETAIL BUILDING
13 SPACES @ McDonald's

LOADING/UNLOADING AREA REQUIRED:
(2) @ 10' X 50'
TOTAL LOADING/UNLOADING AREA REQUIRED: 500 S.F.
LOADING/UNLOADING AREA PROVIDED:
(2) @ 10' X 50'
TOTAL LOADING/UNLOADING AREA PROVIDED: 500 S.F.

LANDSCAPE AND OPEN AREA REQUIRED:
SEE LANDSCAPE PLAN
LANDSCAPE PROVIDED:
SEE LANDSCAPE PLAN



NORTH
PROPOSED ZONING
NO SCALE

NORTH
SITE PLAN
SCALE: 1" = 30'-0"



Moloney/Gordon Associates, Inc.
4351 Delaware Court
Royal Oak, MI 48073
248.549.4800 voice
248.549.7300 fax
www.mga-architects.net

Copyright
© 2012
Moloney/Gordon Associates, Inc.
Use of these drawings is limited to the client for the subject project. Common law copyright is reserved by the Architect.

Use figured dimensions only. Do not scale the drawings.
Client:
Tinelle Properties
LLC
2880 NORTHWESTERN
HIGHWAY
SOUTHFIELD, MI 48034

Project Title:
Troy Plaza
TROY, MI 48020

Sheet Title:
SITE PLAN

Project Number: 06418.02
Drawn By: AJM
Checked By:
Approved By:
Date: 08-09-08

ISSUED:	Owner/ Review	Other/ Revision
02-07-12	04-30-12	Conditional
02-07-12	04-04-12	Reason#1
02-07-12	04-04-12	Revised
02-07-12	07-09-12	Revised
02-07-12	07-16-12	Planning Comm. Submitted
02-07-12	07-16-12	Final Comm. Resubmitted
02-07-12	07-30-12	Revised
02-07-12	08-15-12	Revised
02-07-12	08-28-12	Revised
04-11-12		

Sheet Number:

SP-2

Plot #01.1000.2000