CITY COUNCIL AGENDA ITEM

Date: May 13, 2013

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 Mall Outlot C - Project No. 13.906.3

History

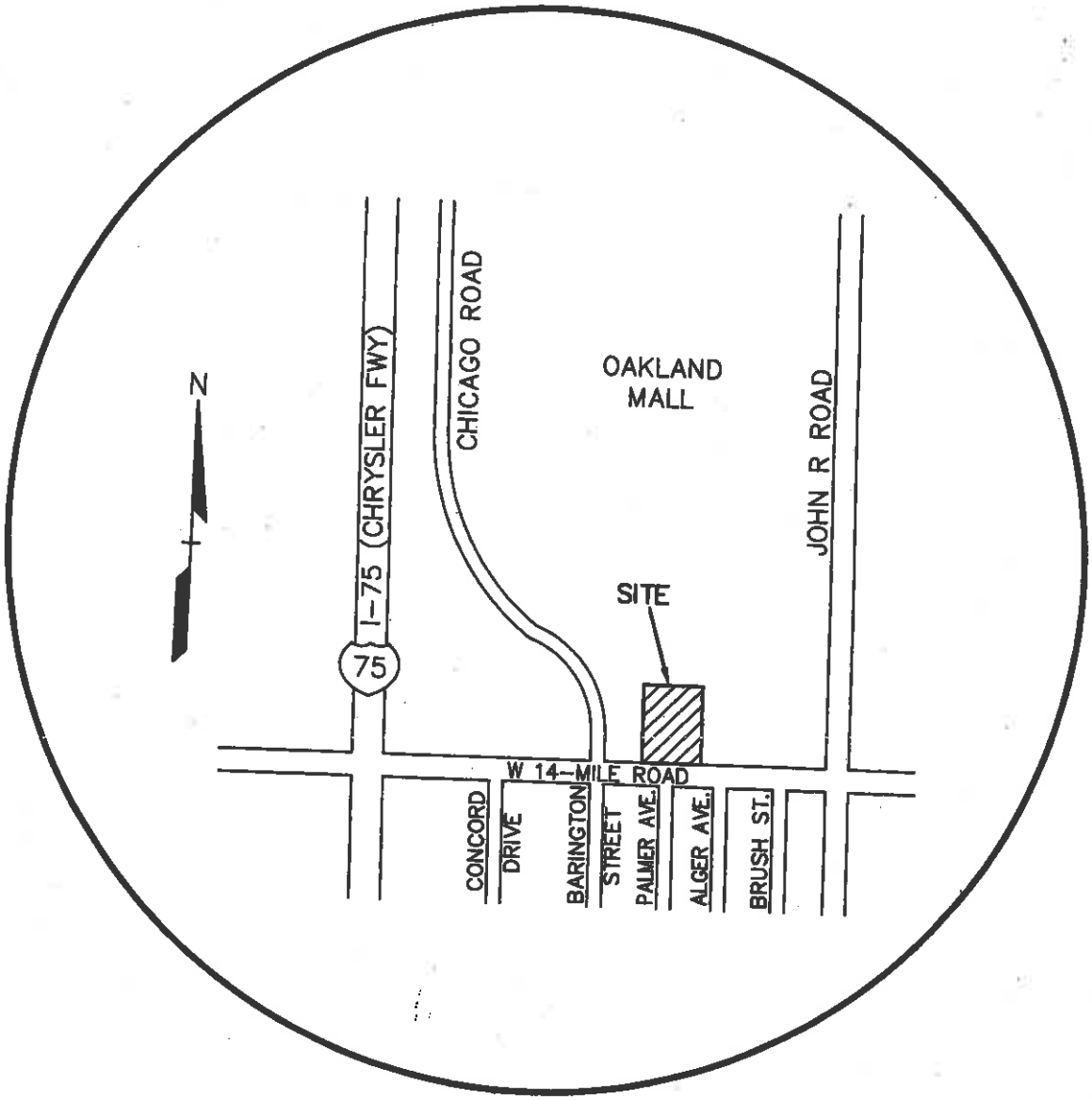
Urbancal Oakland's proposed Starbucks on Outlot C is located at Oakland Mall along 14 Mile road between Chili's and Bank of America.

Troy Planning Commission recommended preliminary site plan approval on March 12, 2013.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; sanitary sewer, storm sewer, water main, sidewalks, soil erosion and landscaping, which will be constructed by Urbancal Oakland II, LLC on behalf of the City of Troy. The required fees and refundable escrow deposits in the form of Check, that will assure completion of the municipal improvements, have been provided by Urbancal Oakland II, LLC (see attached Private Agreement).

Recommendation

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



LOCATION MAP
NO SCALE

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **13.906.3**	Project Location: **SE 1/4 Section 35**
Resolution No:	Date of Council Approval:

This Contract, made and entered into this **20th** day of **May**, 2013 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Urbancal Oakland II, LLC, a Delaware limited liability company, by Urban Retail Properties, LLC,** whose address is **111 East Wacker Drive, Chicago, Illinois 60601** and whose telephone number is **312-915-2535** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Sanitary sewer, Storm sewer, Water main, Sidewalks, Soil erosion and Landscaping** in accordance with plans prepared by **Professional Engineering Associates, Inc.** whose address is **2430 Roachester Ct., Ste 100, Troy, MI 48083** and whose telephone number is **248-989-9090** 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 $ **42,200.00**. This amount will be deposited with the City in the form of (check one):

Cash	☐
Certificate of Deposit & 10% Cash	☐
Irrevocable Bank Letter of Credit & 10% Cash	☐
Check	☐
Performance Bond & 10% Cash	☐

Refundable cash deposit in the amount of $ **10,220.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐ Check ☐

Non-refundable cash fees in the amount of $**4,620.00**. 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.

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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 1ST day of MAY, 2013.

OWNERS

By: URBANCAL OAKLAND II, LLC,
a Delaware limited liability company

By: UrbanCal, LLC, a Delaware limited liability company, it's managing member

By: Urban Retail Properties, LLC,
a Delaware limited liability company,
it's manager

Joseph S. McCarthy, Treasurer

CITY OF TROY

By:

Dane M. Slater, Mayor

M. Aileen Bitner, City Clerk

STATE OF ILLINOIS, COUNTY OF COOK

On this 1ST day of MAY, A.D.2013, before me personally appeared JOSEPH S. MCCARTHY 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.

OFFICIAL SEAL
GLADYS I. RIVERA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 03/21/2017

NOTARY PUBLIC, Cook County, Illinois

My commission expires: 3/21/17

Detailed Summary of Required Deposits & Fees
Oakland Mall Outlot C
13.906.3

ESCROW DEPOSITS (PUBLIC):	
Sanitary Sewers	$9,879
Water Mains	$27,785
Paving	$0
Sidewalks	$4,536
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	$0
TOTAL ESCROW DEPOSITS (Refundable):	**$42,200**
CASH FEES (Non-Refundable):	
Engineering Review Fee (Private Improvements)(PA1)	$2,245
Water Main Testing and Chlorination (PA 2)	$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	$3,418
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%)	-$1,693
TOTAL CASH FEES (Non-Refundable): Separate Check Required	**$4,620**
CASH DEPOSITS (Refundable):	
Street Cleaning/Road Maintenance	$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	$1,000
Punchlist & Restoration	$4,220
TOTAL CASH DEPOSITS (Refundable): Separate Check Required	**$10,220**
Total Escrow & Cash Deoposits (Refundable): Separate Check Required	**$52,420**
Total Cash Fees (Non-Refundable): Separate Check Required	**$4,620**
Total Amount:	**$57,040**

PAID

MAY 03 2013

CITY OF TROY
TREASURER'S OFFICE