



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 28, 2019

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
William J. Huotari, City Engineer
R. Brent Savidant, Community Development Director

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Holiday Inn - Project No. 19.912.3

History

Troy Lodging, LLC proposes to develop Holiday Inn, a New Hotel located on the East of Crooks Road and North of Tower (900 Tower).

Troy City Council granted preliminary site plan approval on February 26, 2019.

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 Troy Lodging, LLC on behalf of the City of Troy and include: Water Main, Sanitary Sewer and Storm Sewer. 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 Troy Lodging, 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.: **19.912.3**

Project Location: **W 1/4 SECTION 9**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **26th** day of **AUGUST, 2019** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **TROY LODGING, LLC** whose address is **2369 FRANKLIN ROAD, BLOOMFIELD HILLS, MI 48302** and whose telephone number is **248-601-2500** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **WATER MAIN, SANITARY SEWER AND STORM SEWER** in accordance with plans prepared by **DAVISON LAND SURVEYING, INC.** whose address is **1063 S STATE ST., STE 9, DAVISON, MI 48423** and whose telephone number is **810-653-5969** 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 \$ **215,490.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	}	10% Cash	\$ <u>21,549</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 \$ **40,210.00**. 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 \$ **696.00**. 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 28 day of August, 2019.

OWNERS

By: Troy Lodging, LLC

[Signature]
*
Its: Authorized Representative

Please Print or Type

*
Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 28 day of August, A.D. 2019, before me personally appeared Asad Malik 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.

[Signature]

NOTARY PUBLIC, Oakland Michigan
County

My commission expires: 7-17-2020
Acting in Oakland County, Michigan

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Dane M. Slater, Mayor

M. Aileen Dickson, 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, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



500 W Big Beaver Rd
Troy, MI 48084

Invoice For Permit PPC19.912.3

Date: 08/23/2019

Holiday Inn (Tower Drive)
New Hotel
Project # 19.912.3

Pay In Full

\$ 256,396.00

Detailed Summary of Required Deposits & Fees

ESCROW DEPOSITS	Payment Code	QTY	Amount
Sanitary Sewers	PA ESCROW	37,140.00	37,140.00
Water Mains	PA ESCROW	100,210.00	100,210.00
Storm Sewers	PA ESCROW	78,140.00	78,140.00
Total Escrow Deposits			215,490.00

10% Cash for Escrow Deposits (Refundable): 21,549.00

CASH FEES (NON-REFUNDABLE)	Payment Code	QTY	Amount
Water Main Testing/Chlorination PA2	SUB WATER TEST	1,149.00	696.00
Total Cash Fees (Non-Refundable)			696.00

CASH DEPOSITS (REFUNDABLE)	Payment Code	QTY	Amount
Construction Engineering (CE)	ENG BOND	215,490.00	16,161.00
Punchlist & Restoration	SUB ESCROW	215,490.00	21,549.00
Total Cash Deposits (Refundable)			37,710.00

CASH DEPOSITS (REFUNDABLE)	Payment Code	QTY	Amount
Repair & Maintenance-Public Streets	SUB ESCROW	1.00	2,500.00
Total Cash Deposits (Refundable)			2,500.00

Stormwater detention for this development will be provided by: Off-Site Regional Detention Basin

Bond Holder: Troy Lodge, LLC

PAID
AUG 29 2019
CITY OF TROY
TREASURER'S OFFICE



500 W Big Beaver Rd
Troy, MI 48084

Invoice For Permit PPC19.912.3

Date: 05/15/2019

Holiday Inn (Tower Drive)
Multi Improvements Projects
Project # 19.912.3

Pay In Full

\$ 8,130.80

Detailed Summary of Required Deposits & Fees

ENGINEERING FEES	Payment Code	QTY	Amount
Engineering Review	ENG FEES	406,540.00	8,130.80
Total Engineering Fees			8,130.80

Stormwater detention for this development will be provided by:

Bond Holder:

PAID
MAY 15 2019
CITY OF TROY
TREASURER'S OFFICE

