



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: 2/17/20

To: Mark F. Miller, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Starbucks Restaurant with Drive-Through - Project No. 19.921.3

History

Troy Sports Center, LLC proposes to develop Starbucks Restaurant with Drive Through which is located at the NW Corner of John R and E. Big Beaver Roads.

Troy Planning Commission granted Special Use and Preliminary Site Plan Approval on July 9th, 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 Sports Center, LLC on behalf of the City of Troy including: Water Main, Sanitary Sewer, Storm Sewer, 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 Troy Sports Center, 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.: **19.921.3**

Project Location: **SE 1/4 Section 23**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **17th** day of **February, 2020** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Troy Sports Center, LLC** whose address is **1819 E. Big Beaver Road, Troy, MI 48084** and whose telephone number is **248-709-4001** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, and Concrete Sidewalk** in accordance with plans prepared by **Designhaus** whose address is **301 Walnut Blvd., Rochester, MI 48307** and whose telephone number is **248-601-4422** 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 \$ **96,656.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check ☒

Certificate of Deposit & 10% Cash ☐

Irrevocable Bank Letter of Credit & 10% Cash ☐

Performance Bond & 10% Cash ☐



10% Cash _____

Refundable cash deposit in the amount of \$ **33,665.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐

Check ☒

Non-refundable cash fees in the amount of \$ **650.00**. 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
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 4th day of February, 2020.

OWNERS

By:



Dennis K Bostick

*

Its: Managing Member

Please Print or Type


*

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 4th day of February, A.D. 2020, before me personally appeared Dennis K Bostick 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, Macomb, Michigan

My commission expires: March 10, 2021

Acting in Macomb County, Michigan

EWA LEAHY
NOTARY PUBLIC, MACOMB COUNTY, MI
MY COMMISSION EXPIRES MARCH 10, 2021

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(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 PPC19.921.3

Date: 01/10/2020

TROY SPORTS CENTER - STARBUCKS

Pay In Full

\$ 130,971.00

Detailed Summary of Required Deposits & Fees

ESCROW DEPOSITS	Payment Code	QTY	Amount
Sanitary Sewers	PA ESCROW	31,760.00	31,760.00
Water Mains	PA ESCROW	30,740.00	30,740.00
Storm Sewers	PA ESCROW	34,156.00	34,156.00
Total Escrow Deposits			96,656.00

10% Cash for Escrow Deposits (Refundable): 9,665.60

CASH FEES (NON-REFUNDABLE)	Payment Code	QTY	Amount
Water Main Testing/Chlorination PA2	SUB WATER TEST	267.00	650.00
Total Cash Fees (Non-Refundable)			650.00

CASH DEPOSITS (REFUNDABLE)	Payment Code	QTY	Amount
Construction Engineering (CE)	ENG BOND	96,656.00	15,000.00
ROW Restoration	SUB ESCROW	1,000.00	4,000.00
Repair & Maintenance-Public Streets	SUB ESCROW	1.00	5,000.00
Punchlist & Restoration	SUB ESCROW	96,656.00	9,665.00
Total Cash Deposits (Refundable)			33,665.00

Bond Holder: TROY SPORTS CENTER LLC

Stormwater detention for this development will be provided by: OFF-SITE PRIVATE DETENTION POND

PAID
FEB 05 2020
CITY OF TROY
TREASURER'S OFFICE

