



500 West Big Beaver  
Troy, MI 48084  
troymi.gov



## CITY COUNCIL AGENDA ITEM

Date: March 20, 2020

To: Mark F. Miller, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements  
Chadbury Place Site Condominiums - Project No. 19.918.3

### **History**

Mondrian Properties proposes to develop Chadbury Place, a 16 Unit Site Condominium Development, located on the south side of Long Lake Road, between John R and Dequindre Roads.

Troy City Council granted preliminary site plan approval on May 20, 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 Mondrian Properties on behalf of the City of Troy and include: Water Main, Sanitary Sewer, Storm Sewer, Concrete Sidewalk and Approaches. 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 Mondrian Properties (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.: **19.918.3**

Project Location: **NE 1/4 SECTION 13**

Resolution No: \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

This Contract, made and entered into this 3rd 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 MONDRIAN PROPERTIES whose address is 50215 SCHOENHERR, SHELBY TWP., MI 48315 and whose telephone number is 586-726-7350 hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of WATER MAIN, SANITARY SEWER, STORM SEWER, CONCRETE SIDEWALK AND APPROACHES in accordance with plans prepared by PEA, INC. whose address is 2430 ROCHESTER CT., SUITE 100, TROY, MI 48083 and whose telephone number is 248-689-9090 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 \$ 482,787.00. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>48,278.70</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 \$ 129,879.00. 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 \$ 1,737.00. 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 9<sup>th</sup> day of March, 20 20.

OWNERS

By:

By:   
\*  
Its: MANAGER

Please Print or Type

JOSEPH MAWIAI  
MANAGER MONDRIAN PROPERTIES

Its:

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 9<sup>th</sup> day of March, A.D. 2020, before me personally appeared Joseph Ma 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.

Anto Luk

NOTARY PUBLIC, Macomb, Michigan

My commission expires: March 29, 2020  
Acting in Oakland County, Michigan

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

CITY OF TROY

By:

\_\_\_\_\_  
Ethan Baker, 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 PPC19.918.3

Date: 03/11/2020

Multiple Improvements- 16 Unit single family  
site condominium  
Chadbury Place  
Project # 19.918.3  
2356 E Long Lake Road

Pay In Full

**Contractor:**

MONDRIAN PROPERTIES LLC  
50215 SCHOENHERR  
Shelby Township MI 48315

**Applicant:**

MONDRIAN PROPERTIES LLC  
50215 SCHOENHERR  
Shelby Township MI 48315

**\$ 614,403.00**

### Detailed Summary of Required Deposits & Fees

ESCROW DEPOSITS	Payment Code	QTY	Amount
Sanitary Sewers	PA ESCROW	74,696.00	74,696.00
Water Mains	PA ESCROW	80,032.00	80,032.00
Storm Sewers	PA ESCROW	91,398.40	91,398.00
Rear Yard Drains	PA ESCROW	32,891.60	32,891.00
Pavement	PA ESCROW	159,311.00	159,311.00
Grading	PA ESCROW	5,000.00	5,000.00
Temporary Access Road	PA ESCROW	1,700.00	1,700.00
Deceleration and/or Passing Lane	PA ESCROW	22,759.00	22,759.00
Street Lights	PA ESCROW	1.00	15,000.00
<b>Total Escrow Deposits</b>			<b>482,787.00</b>

**10% Cash for Escrow Deposits (Refundable):**

**48,278.70**

CASH FEES (NON-REFUNDABLE)	Payment Code	QTY	Amount
Water Main Testing/Chlorination PA2	SUB WATER TEST	1,121.00	687.00
Signs	SUB STREET NAME	7.00	1,050.00
<b>Total Cash Fees (Non-Refundable)</b>			<b>1,737.00</b>

CASH DEPOSITS (REFUNDABLE)	Payment Code	QTY	Amount
Construction Engineering (CE)	ENG BOND	482,787.00	36,209.00
Sidewalks	SUB ESCROW	5,968.52	29,842.00
Monuments	SUB ESCROW	20.00	2,500.00
Lot Corner Irons	SUB ESCROW	25.00	1,250.00
ROW Restoration	SUB ESCROW	1,700.00	6,800.00
Repair & Maintenance-Public Streets	SUB ESCROW	1.00	5,000.00
Punchlist & Restoration	SUB ESCROW	482,787.00	48,278.00
<b>Total Cash Deposits (Refundable)</b>			<b>129,879.00</b>

Bond Holder: MONDRIAN PROPERTIES LLC

Stormwater detention for this development will be provided by: Stormwater detention pond provided in the Windmill Pointe Devel

**PAID**

**MAR 11 2020**

CITY OF TROY  
TREASURER'S OFFICE



500 W Big Beaver Rd  
Troy, MI 48084

## Invoice For Permit PPC00.001.9

Date: 06/13/2019

Multiple Improvements- 16 Unit single family  
site condominium  
Chadbury Place  
Project # 19.918.3  
2356 E Long Lake Road

**Pay In Full**

MONDRIAN PROPERTIES LLC  
50215 SCHOENHERR  
Shelby Township MI 48315

**\$ 9,670.54**

### Detailed Summary of Required Deposits & Fees

ENGINEERING FEES	Payment Code	QTY	Amount
Engineering Review	ENG FEES	483,527.00	9,670.54
<b>Total Engineering Fees</b>			<b>9,670.54</b>

Stormwater detention for this development will be provided by: Stormwater detention pond provided in the Windmill Pointe Devel

Bond Holder:

**PAID**

**JUN 13 2019**

**CITY OF TROY  
TREASURER'S OFFICE**





**Approval of Contract for the Installation of Municipal Improvements (Private Agreement) for Chadbury Place, Project No. 19.918.3**

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Mondrian Properties., for the installation of Water Main, Sanitary Sewer, Storm Sewer, Concrete Sidewalk and Approaches and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.