



500 West Big Beaver  
Troy, MI 48084  
troymi.gov



## CITY COUNCIL AGENDA ITEM

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Date: August 10, 2020

To: Mark F. Miller, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements  
Shophe's of Troy Retail Building - Project No. 19.929.3

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### **History**

Shophe's of Troy, LLC proposes to develop Shoppe's of Troy, a retail building, located in the southeast corner at the intersection of Tower Drive and Crooks Road (5296-5322 Crooks Road).

City of Troy Planning Commission granted preliminary site plan approval on January 28, 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 Shoppe's of Troy, LLC on behalf of the City of Troy and include: Water Main, Sanitary Sewer, Storm Sewer, Underground Storm Water Detention, Concrete Approach and Sidewalk. 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 Shoppe's of Troy, 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.: **19.929.3**

Project Location: **SW 1/4 Section 9**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **1<sup>st</sup>** day of **August, 2020** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **SHOPPE'S OF TROY, LLC** whose address is **6476 ORCHARD LAKE ROAD, SUITE A, WEST BLOOMFIELD, MI 48322** and whose telephone number is **(248) 538-2000** hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of **WATER MAIN, SANITARY SEWER, STORM SEWER, UNDERGROUND STORM WATER DETENTION SYSTEM, AND CONCRETE PAVEMENT** in accordance with plans prepared by **PEA, INC.** whose address is **2430 ROCHESTER CT., SUITE 100, TROY, MI 48063** 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 \$ **274,630.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash \$27,463.00
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 \$ **70,886.00**. 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 \$ **650.00**. 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<sup>th</sup> day of July, 2020.

**OWNERS**

By:

  
\* Christopher/Jonna  
Its: Member

Please Print or Type

\_\_\_\_\_  
\* \_\_\_\_\_  
Its: \_\_\_\_\_

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 28<sup>th</sup> day of July, A.D. 2020, 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, Jenna Jalaba Michigan

My commission expires: 8/30/2024  
Acting in Oakland County, Michigan



Jenna Jalaba  
NOTARY PUBLIC - STATE OF MICHIGAN  
County of Oakland  
My Commission Expires 8/30/2024  
Acting in the County of \_\_\_\_\_

**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



# Project Construction

**Permit No: PPC19.929.3**

Engineering Department

**TO SCHEDULE INSPECTION CALL**  
**INSPECTION LINE: (248) 680-7221**

500 W. Big Beaver Road

Troy, Michigan 48084

Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838

www.troymi.gov

**NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.**

**Location**  
901 TOWER  
88-20-09-302-007 Lot:  
Subdivision: Acreage  
Project No:

**Permittee/Owner**  
TOWER PROPERTIES LLC  
6476 Orchard Lke Road, Suite A  
West Bloomfield MI 48322

Issued: 07/29/2020 Expires:

FOR INFORMATION REGARDING THE ISSUANCE OF THIS  
PERMIT, CONTACT THE CITY OF TROY ENGINEERING  
DEPARTMENT AT (248) 524-3383

**Applicant**  
6476 ORCHARD LAKE RD STE A  
WEST BLOOMFIELD MI 48322

**Work Description:** SHOPPE'S OF TROY RETAIL DEVELOPMENT  
Project # 19.929.3

**Stipulations:** [On-Site Underground Detention System.](#)

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	41,980.00
Escrow Deposits	Water Mains	51,360.00
Escrow Deposits	Storm Sewers	59,120.00
Escrow Deposits	Pavement	7,170.00
Escrow Deposits	Grading	5,000.00
Escrow Deposits	Detention Basin	109,000.00
Escrow Deposits	Temporary Access Road	1,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	254.00
Cash Deposits (Refundable)	Construction Engineering (CE)	279,350.00
Cash Deposits (Refundable)	Sidewalks	2,680.00
Cash Deposits (Refundable)	ROW Restoration	900.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	279,350.00

Amount Due: **0.00**  
**PAID IN FULL**



500 W Big Beaver Rd  
Troy, MI 48084

## Invoice For Permit PPC19.929.3

Date: 10/24/2019

Multiple Improvement-Commercial  
development of small retail building adjacent  
to existing office development, with  
associated earthwork, utilities and  
pavement.  
901 Tower  
Project # 19.929.3

Pay In Full

**\$ 10,046.50**

### Detailed Summary of Required Deposits & Fees

ENGINEERING FEES	Payment Code	QTY	Amount
Engineering Review	ENG FEES	502,325.00	10,046.50
<b>Total</b>	<b>Engineering Fees</b>		<b>10,046.50</b>

Bond Holder:

Stormwater detention for this development will be provided by: Parking lot underground detention system.

**PAID**  
OCT 24 2019  
CITY OF TROY  
TREASURER'S OFFICE

