



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: July 31, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Stormwater Management Operations and Maintenance Agreement, Kemp Brothers Investments, LLC, Sidwell #88-20-34-227-025

History

Kemp Brothers Investments, LLC is adding an addition to their existing building footprint located at 1170 Souter, northwest ¼ of Section 34.

The property owners are modifying an existing storm water system and underground detention facility. Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a *Stormwater Management Operations and Maintenance Agreement* with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

Financial

There is no financial consideration on the agreement.

Recommendation

City Management recommends that City Council approve to the *Stormwater Management Operations and Maintenance Agreement*.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



GIS Online



Legend

Tax Parcels

Tax Parcel



0 200 400
ft

Print Date: 7/31/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on July 8, 2025, by and between Kemp Brothers Investments, LLC, whose address is 275 W Girard Ave. Madison Heights, MI 48071, (hereinafter "Owner") and the **CITY OF TROY**, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

Article I. The Subject Property.

- 1.1 Owner owns the property located at and commonly known as 1170 Souter Drive, Troy, MI 48083 (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in ***Exhibit A.***

Article II. The Stormwater System.

- 2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in ***Exhibit B.***
- 2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

- 3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in ***Exhibit C*** to this Agreement.
- 3.2 The Stormwater O&M plan is subject to approval by the City of Troy.
- 3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.
- 3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.
- 3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

- 3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.
- 3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

- 4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.
- 4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
- 4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.
- 4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.
- 4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
- 4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

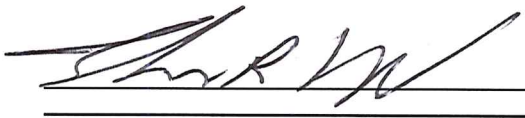
Article V. Term and Covenants.

- 5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property.
The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.
- 5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. Claims and Authority.

- 6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.
- 6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.



By: Thomas R. Kemp
*
Its: President

STATE OF MICHIGAN)
)ss.
Oakland COUNTY)

The foregoing instrument was acknowledged before me on this 8th day of July, 2025,
by Thomas R. Kemp, President of Kemp Brothers Investments
_____, on behalf of the company.



Lori Smith
* Lori Smith
Notary Public, Oakland County, Michigan
My Commission Expires 12-21-2028
Acting in Oakland County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

* _____
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by:
Kemp Brothers Investments
275 W. Girard Ave.
Madison Heights, MI 48071

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Exhibit C

STORM WATER MANAGEMENT SYSTEM

LONG-TERM MAINTENANCE PLAN

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE						
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS					FREQUENCY
	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Mechanical Treatment Structure	Underground Detention Basin	Outlet Pipe	Pavement Areas	
Monitoring/ Inspection						
Inspect for Sediment Accumulation/ Clogging	X	X	X	X	X	Annually
Inspect For Floatables & Debris	X	X	X	X	X	Annually & After Major Events
Inspect For Erosion And Integrity of System	X	X	X	X	X	Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/ Clear	X	X	X	X	X	Always
Preventative Maintenance						
Remove Accumulated sediments	X	X	X	X	X	As Needed
Remove Floatables & Debris	X	X	X	X	X	As Needed
Sweeping of Paved Surfaces					X	As Needed
Remedial Actions						
Repair/ Stabilize Areas of Erosion	X	X	X	X	X	As Needed
Structural Repairs	X	X	X	X	X	As Needed
Make Adjustments/ Repairs to Ensure Proper Functioning	X	X	X	X	X	As Needed


ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Exhibit A
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION - PER TITLE COMMITMENT

LAND IN THE CITY OF TROY, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 34, SAID POINT BEING SOUTH 00 DEGREES 06 MINUTES 30 SECONDS EAST, 1600.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34; THENCE CONTINUING SOUTH 00 DEGREES 06 MINUTES 30 SECONDS EAST, 154.00 FEET ALONG SAID EAST LINE; THENCE DUE WEST, 600.00 FEET TO THE EAST LINE OF SOUTER BLVD.; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS WEST, 154.00 FEET ALONG SAID EAST LINE OF SOUTER BLVD.; THENCE DUE EAST; 600.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 11 EAST, BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 24 MINUTES 11 SECONDS WEST, 1600.60 FEET FROM THE NORTHEAST SECTION CORNER, THENCE SOUTH 01 DEGREES 24 MINUTES 11 SECONDS WEST, 251.63 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 00 SECONDS WEST, 600 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 11 SECONDS EAST, 254.92 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 09 SECONDS EAST, 600.00 FEET TO THE BEGINNING, EXCEPT THE NORTHERLY 154 THEREOF.

1170 SOUTER DRIVE
TAX ID: 20-34-227-025

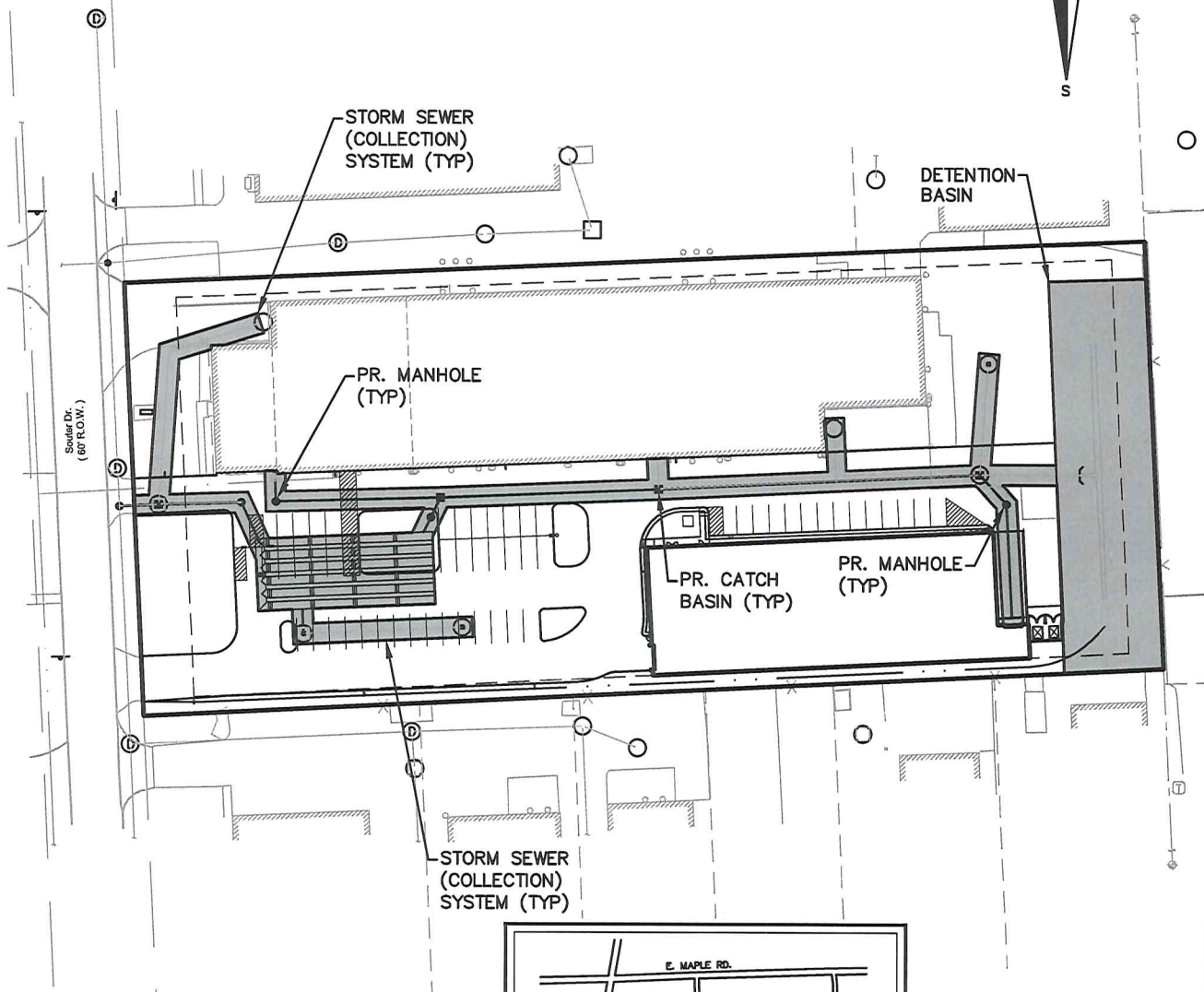
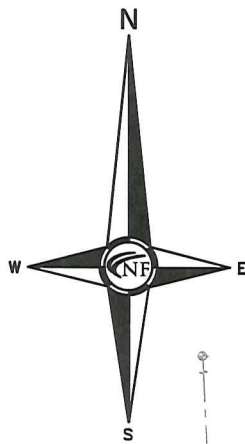


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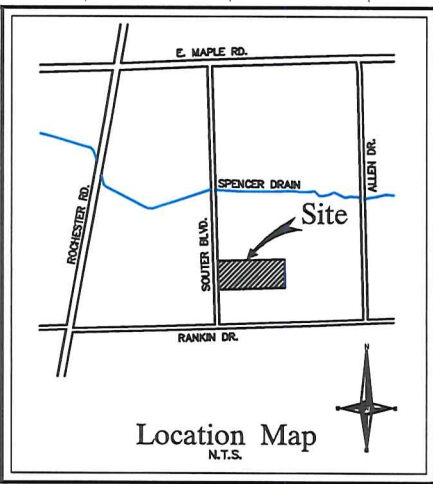
SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	06-25-2025	JEL	M605-01	1 of 1

Exhibit B
PHYSICAL LIMITS OF STORM
WATER MANAGEMENT SYSTEM



LEGEND

	LIMITS OF STORM WATER MANAGEMENT SYSTEM
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NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
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PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	06-25-2025	JEL	M605-01	1 of 1