



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: August 19, 2025

To: Frank Nastasi, City Manager

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

Subject: Stormwater Management Operations and Maintenance Agreement,
1749 Northwood, LLC, Sidwell #88-20-28-302-008 & -019

History

I Can Only Imagine, LLC is repurposing and developing two adjacent parcels owned by 1749 Northwood, LLC, for recreation purposes. The parcels are located in the southwest ¼ of Section 28 between Crooks Road and Northwood roads, north of Maple Road, and identified by Sidwell #88-20-28-302-008 and #88-20-28-302-019.

The developer and property owner 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



0 400 800
ft

Print Date: 8/20/2025



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 8/19, 2025, by and between the CITY OF TROY, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084 and 1749 Northwood, LLC, whose address is 1749 Northwood & 1820 Crooks, Troy, MI 48084 (hereinafter "Owner"). City of Troy and Owner agree as follows:

Article I. The Subject Property.

1.1 Owner owns the properties located at and commonly known as 1749 Northwood & 1820 Crooks, Troy, MI 48084 (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth at ***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 at ***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 at ***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. The Memorandum.

6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at **Exhibit D** to this Agreement.


Article VII. Claims and Authority.

7.1 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.

7.2 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.

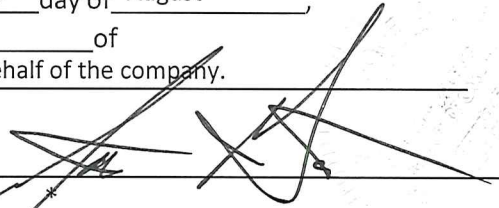
1749 Northwood, LLC
a Michigan limited liability company

By:  8/19/25
* Tobin Ellial Buechner
Its: Member

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this 19 day of August,
2025, by Tobin Ellial Buechner Manager of
1749 Northwood, LLC, a Michigan limited liability company, on behalf of the company.

MARTINIQUE GATES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires October 03, 2029
Acting in the County of Oakland


Notary Public, Oakland County, Michigan My
Commission Expires 2029 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 _____, 2025, 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, Oakland County, Michigan
My Commission Expires _____
Acting in Oakland County, Michigan

Prepared by:
T.E. Buechner

1749 Northwood

Troy, MI 48084

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

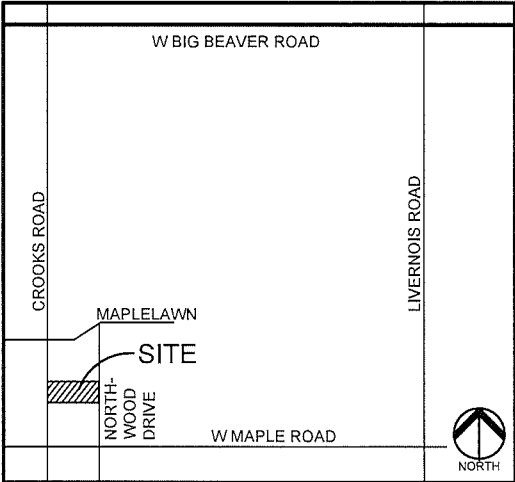
EXHIBIT "A"

LEGAL DESCRIPTION:

(Per the City of Troy)

PARCEL ID 20-28-302-008
T2N, R11E, SEC 28 MAPLE GARDEN ESTATES SUB
LOT 15

PARCEL ID 20-28-302-019
T2N, R11E, SEC 28 NORTHWOOD INDUSTRIAL PARK
N 59 FT OF LOT 4 & ALL OF LOT 5



LOCATION MAP
NO SCALE

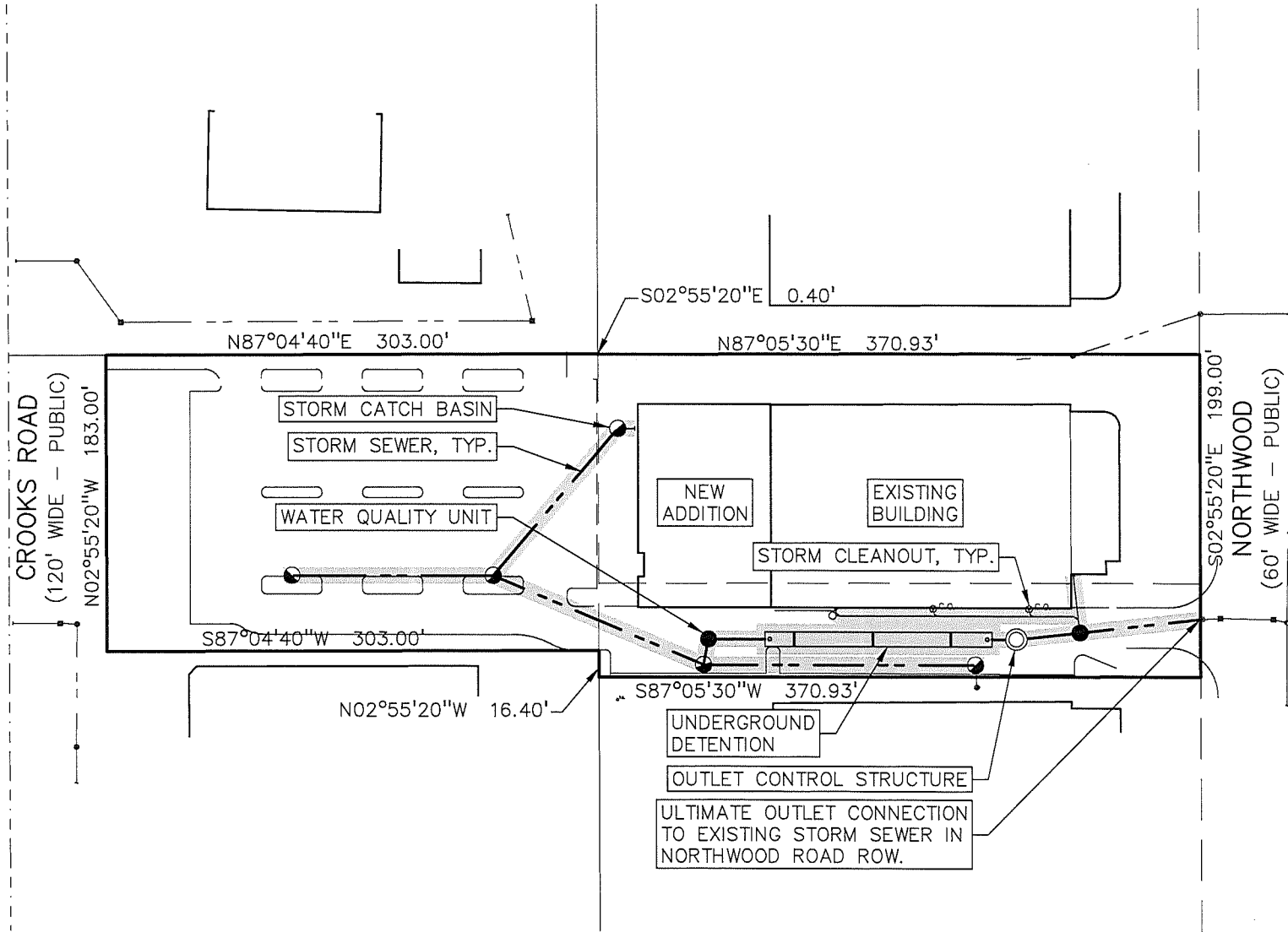
SLICK CITY ACTION PARK
1600 W. MAPLE ROAD
TROY, MI

SHEET 1 OF 3
July 21, 2025
2024-1658.01

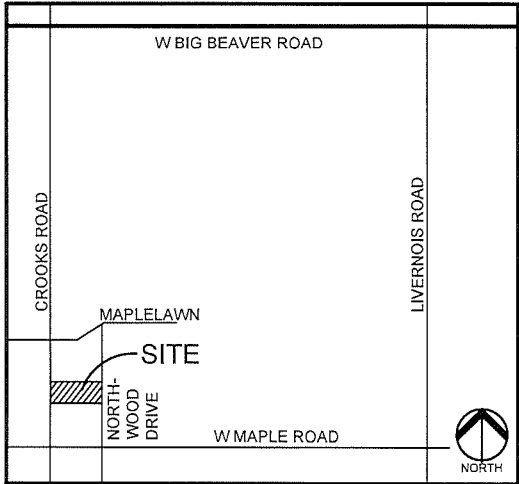
PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT "B"



 SLICK CITY ACTION PARK
STORM SEWER SYSTEM
MAINTENANCE RESPONSIBILITY



LOCATION MAP
NO SCALE

STORMWATER NARRATIVE:
Stormwater enters the storm sewer system through a series of catch basins and roof drains. Stormwater is then routed to an underground detention system through a water quality unit which treats the stormwater per OCWRC requirements. The underground detention system is comprised of CMP and stone void used for detaining volume. This system uses an outlet control structure to provide restricted outlets of the Ved and 100 year storages that ultimately releases into the city sewer within the Northwood Road Right of Way.

SLICK CITY ACTION PARK
1600 W. MAPLE ROAD
TROY, MI

0 50 100
SCALE: 1" = 100'

SHEET 2 OF 3
July 21, 2025
2024-1658.01

**PEA
GROUP**

t: 844.813.2949
www.peagroup.com

EXHIBIT "C"

STORMWATER MANAGEMENT SYSTEM – PERMANENT MAINTANANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER MANAGEMENT SYSTEM
MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION

MAINTENANCE ACTIVITIES	<div>Catch Basins, Inlets & Storm Sewers Basin Inlets, Outlets & Gratings Underground Detention Outlet Control Structures Overflow Route Pavement Areas Trench Drains</div>									FREQUENCY
MONITORING/INSPECTION										
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X					Annually
Inspect for erosion and integrity of banks and berms		X	X		X					Annually and after major events
Inspect for floatables, dead vegetation and debris	X	X	X	X	X		X			Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X			Annually
Monitor plantings/vegetation			X		X					2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X	X	X		X			Annually
PREVENTIVE MAINTENANCE										
Mowing			X	X	X					Up to 2 times/year*
Remove accumulated sediment	X	X	X	X			X			As needed**
Remove floatables, dead vegetation and debris	X	X	X	X	X		X			As needed
Replace or wash/reuse stone riser debris				X	X					Every 3 years; more frequently if needed***
Remove invasive plant species			X							Annually
Sweeping of pavement surfaces (streets and parking areas)							X			As needed
REMEDIAL ACTIONS										
Repair/stabilize areas of erosion		X	X		X					As needed
Replace dead plantings, bushes, trees			X							As needed
Reseed bare areas			X		X					As needed
Structural repairs or replacement in kind	X	X		X	X	X	X			As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X			As needed
Oil and gasoline spills							X			Immediately

- * NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.
- ** FOREBAYS AND DETENTION BASIN TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED
- *** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS
SHOULD NOT BE APPLIED TO THE FOREBAYS,
DETENTION BASIN, BUFFER STRIP OR WATERCOURSES

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____