

Storm Water Management Practice Maintenance Agreement

Document Number

Montessori School of Waukesha Inc, as “Owner” of the property described below, in accordance with Chapter 32 City of Waukesha Storm Water Management and Erosion Control, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by the City of Waukesha, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Waukesha of Storm Water and Erosion Control Permit termination, as described below.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – (PIN)
Pending per proposed CSM.
Current PIN: WAKCO 992998
WAKCO 992999001, WAKCO 992997

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water and Erosion Control Permit termination by the City of Waukesha in accordance with Chapter 32 of the City Code of Ordinances.
2. After Storm Water and Erosion Control Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Owner(s) shall, at their own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file the reports with the City of Waukesha after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the Contractor, the qualified professional shall verify that the work was properly completed and submit the follow-up report to the City within 30 days.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Waukesha, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Waukesha may require work to be done which differs from the report described in paragraph 3 above, if the City of Waukesha reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Waukesha of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Waukesha is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Waukesha, no notice shall be required prior to the City of Waukesha performing emergency maintenance or repairs. The City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair

related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.

- 6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Waukesha shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this ___ day of _____, 201_.

Owner:

(Owners Signature)

(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 201_, the above named ___ [Owners name] ___ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

This document was drafted by:

**Excel Engineering-Eric Drazkowski
100 Camelot Drive
Fond du Lac, WI 54935**

City of Waukesha Common Council Approval

Dated this ____ day of _____, 201_.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 201_, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires: _____.

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: **Montessori School of Waukesha Inc** Acres: **8.42**
 Date of Recording: **TBD pending proposed CSM**
 Map Produced By: **Excel Engineering, Inc. 100 Camelot Drive, Fond du Lac, WI**
 Legal Description: **TBD pending per proposed CSM. Located in all that part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 17N, Range 19E, City of Waukesha, Waukesha County, Wisconsin.**

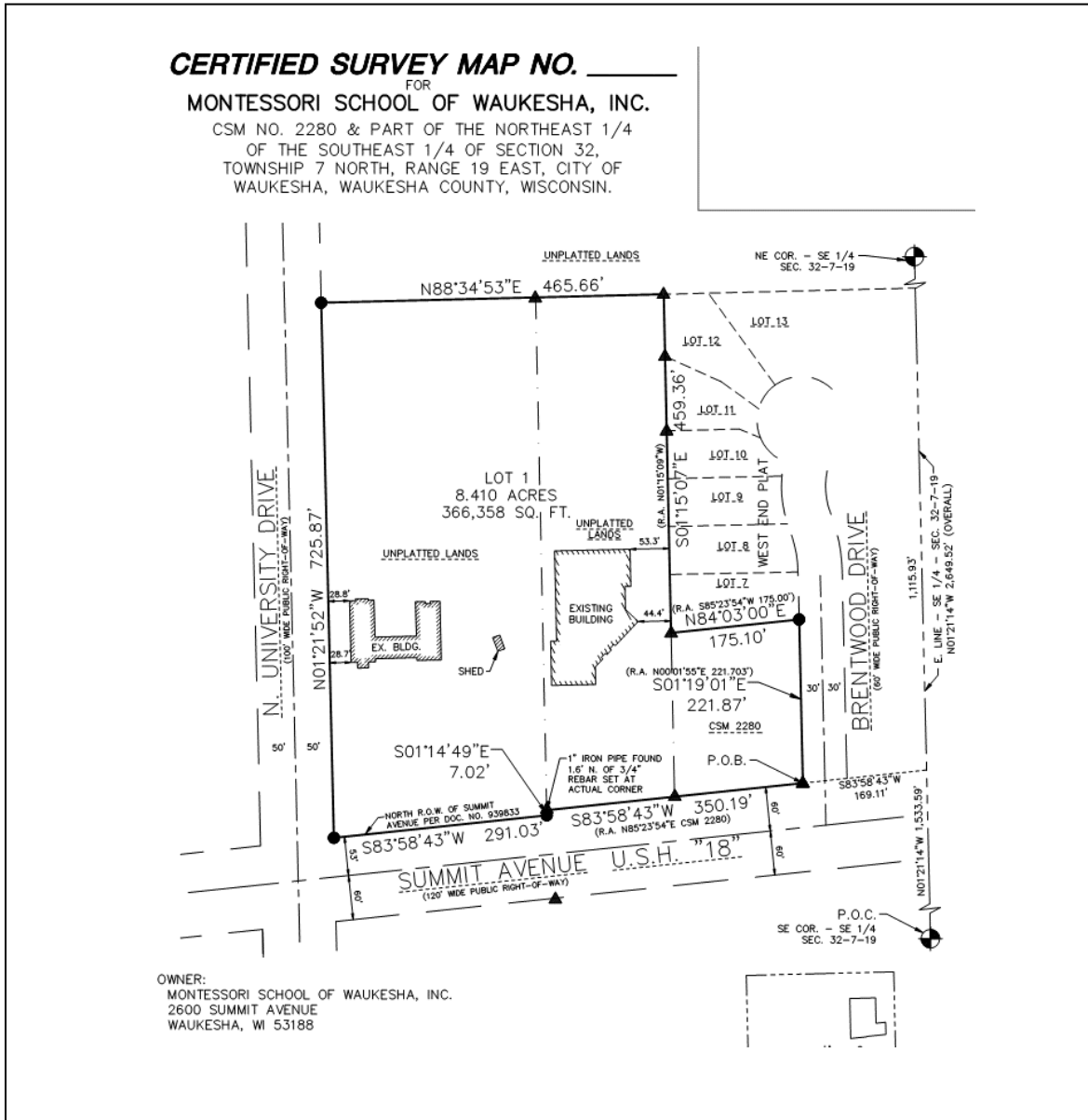
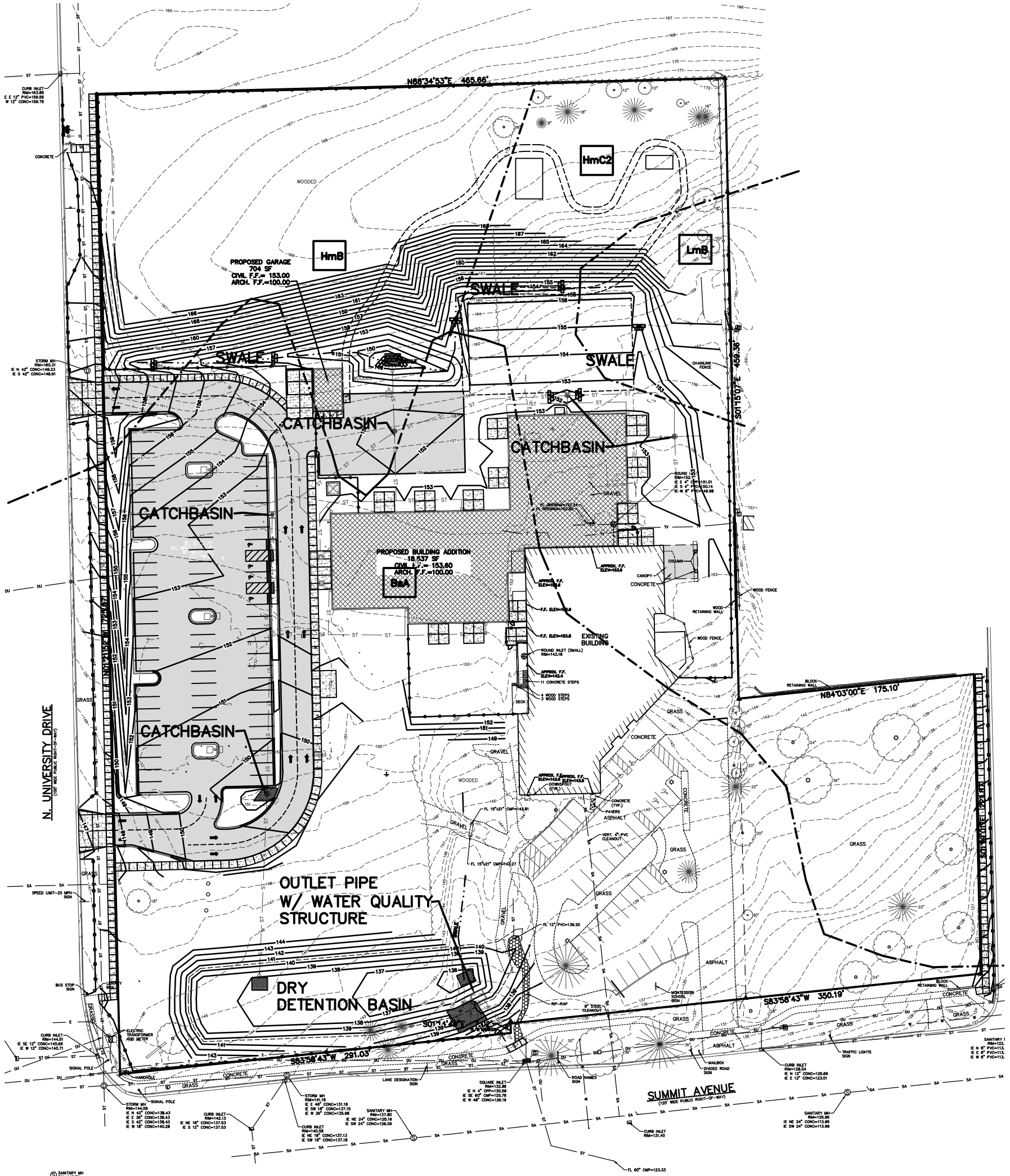


Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below.

Project Identifier: **Montessori School of Waukesha Inc**
 Storm Water Practices: **Swales, Catch Basin Grates/Sumps, Detention Basin, Up-Flo Filters**
 Location of Practices: **Lot XXX of CSM XXX (Pending proposed CSM)**



BMP MAP

SCALE (11"X17"): 1"=80'-0"

Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Waukesha. "As-built" construction drawings of the basin, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Waukesha accepts verification of construction from the project engineer.

The owner of the property affected shall inspect and maintain the following stormwater management systems frequently, especially after heavy rainfalls, but at least on an annual basis unless otherwise specified.	
STORMWATER FACILITY	TYPE OF ACTION
1. Lawn and Landscaped Areas	All lawn areas shall be kept clear of any materials that block the flow of stormwater. Rills and small gullies shall immediately be filled and seeded or have sod placed in them. The lawn shall be kept mowed, tree seedlings shall be removed, and litter shall be removed from landscaped areas.
2. Swales	All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced, and revegetated immediately. All swales shall be repaired to the original plan requirements. Mowing shall take place no less than twice per year at a height of no less than three inches. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery.
3. Catch Basin Grates	The grate openings to these structures must be cleared of any clogging or the blocking of stormwater flow from getting into the stormwater conveyance system of any kind.
4. Catch Basin Sumps	Sumps shall visually be inspected every 3 months. Siltation shall be removed and disposed of offsite when the sump depth is within 3" of the outlet pipe invert elevation. The removal of siltation should occur a minimum of once per year.
5. Detention Basin	Outlet structures, inlet and outlet pipes shall be kept clear of debris. Non-structurally sound devices shall be replaced. Floating litter and algae shall be removed monthly. All grassed areas, embankments, and flow control devices showing signs of erosion shall be repaired, reinforced, and revegetated immediately to the original plan requirements. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery. Every 5 years, beginning in the first summer following completion of the basin (to be completed after detention basin is constructed), the elevations of the pond bottom shall be surveyed to determine the permanent pool depth and sediment depth in the pond. Cleaning, removal, and deposit of silt from the detention pond shall be done by means and methods acceptable to the Wisconsin Department of Natural Resources.
6. Hydro International Up-Flo Filter Quality Structures	Inspection of the structure shall be completed annually at a minimum by qualified maintenance personnel. Sediment in the bottom of the structure shall be inspected to verify sediment is less than 16" deep. If sediment is greater than 16" deep, the sediment shall be removed per Hydro International requirements. Qualified maintenance personnel shall enter structure to remove a Media Bag to be weighed. Media Bags weighing more than 40 lbs are an indication that the bag is full and need to be replaced. Replace per manufacturer specifications. Qualified maintenance personnel shall inspect the oil layer on the water surface to oil being entrained in the Media Bags. If the oil accumulation is greater than 1.5", the

	<p>structure shall be pumped per manufacturer's specifications. After storm events of greater than 1" of rainfall, the structure shall be inspected 48 hours after the rainfall even to verify the water level inside the structure has dropped to below the base of the filter modules. If the water level has not dropped, the filters are considered to be clogged and shall be replaced per manufacturer's specifications. For further information, obtain Hydro International's Up-Flo Filter Operation and Maintenance Manual for details.</p>
<p>7. Record of Maintenance</p>	<p>The operation and maintenance plan shall remain onsite and be available for inspection when requested by WDNR and the City of Waukesha. When requested, the owner shall make available for inspection all maintenance records to the department or agent for the life of the system.</p>