

APPENDIX 6

STORM WATER MAINTENANCE PLAN

Storm Water Management Practice Maintenance Agreement

Document Number

CFT NV Development LLC. 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)
WAKC0974985001

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 April, 2018.

Owner: CFT NV Development LLC

(Owners Signature)

Charlie Shen

(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

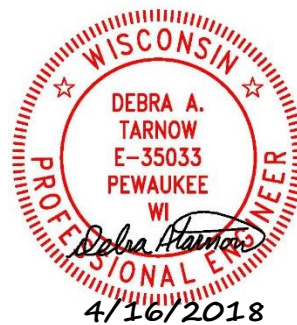
Personally came before me this ____ day of _____, 2018, the above named Charlie Shen to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]

Notary Public, Waukesha County, WI

My commission expires:_____.

**This document was drafted by:
Debra A. Tarnow, P.E.
Key Engineering Group LTD.
735 N Water Street
Milwaukee, WI 53202**



City of Waukesha Common Council Approval

Dated this ____ day of _____, 2018.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 2018, the above named Shawn N. Reilly 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: **CFT NV Development**

Acres: **2.386**

Date of Recording:

Map Produced By: **Marck Passarelli, Franklin, WI**

Legal Description: **Lots 1 of CSM _____, located in part of the Northwest (NW ¼) of Section 28, Township 7N, Range 19E (City of Waukesha) Waukesha County, Wisconsin.**

LOT 1 of CSM _____

ALL THAT PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWN 7 NORTH, RANGE 19 EAST IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

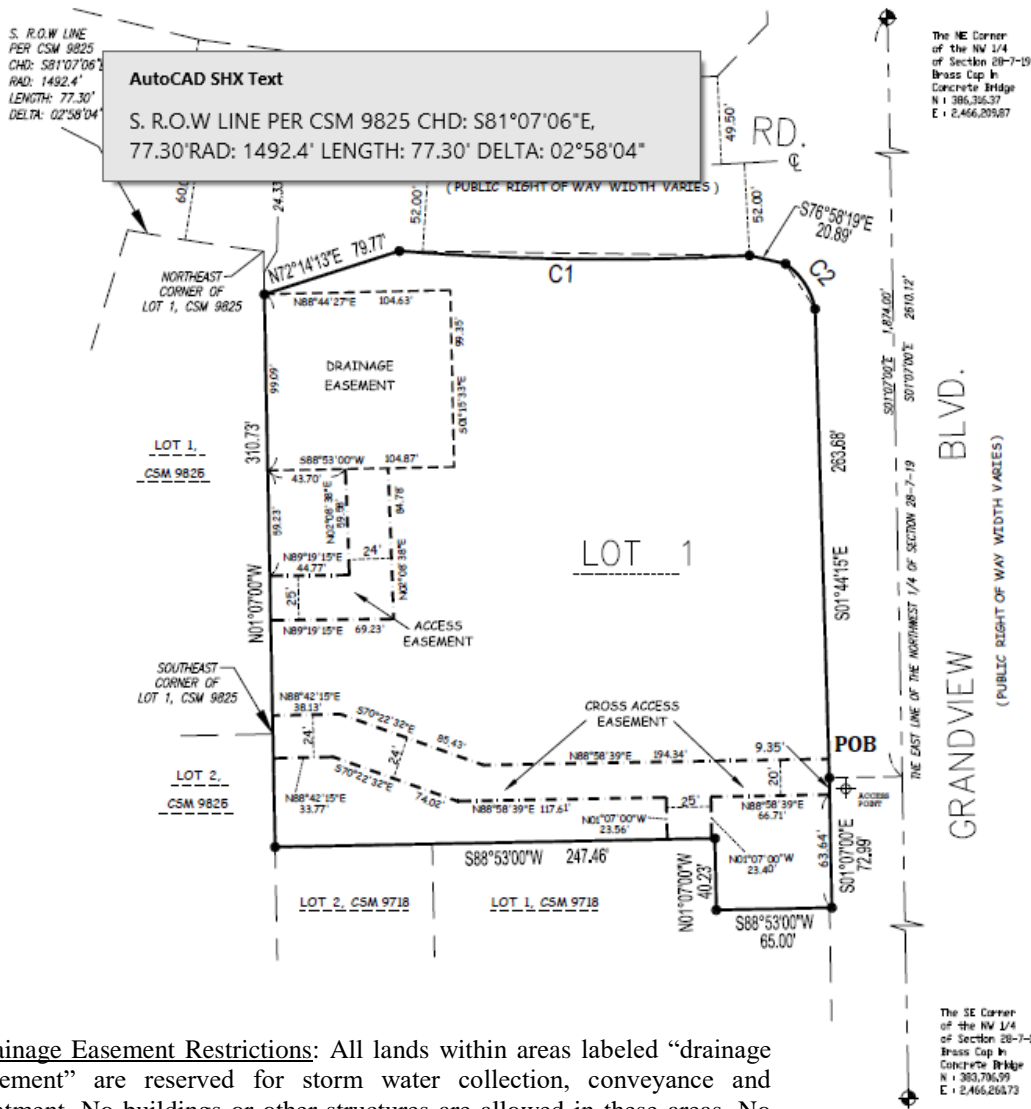


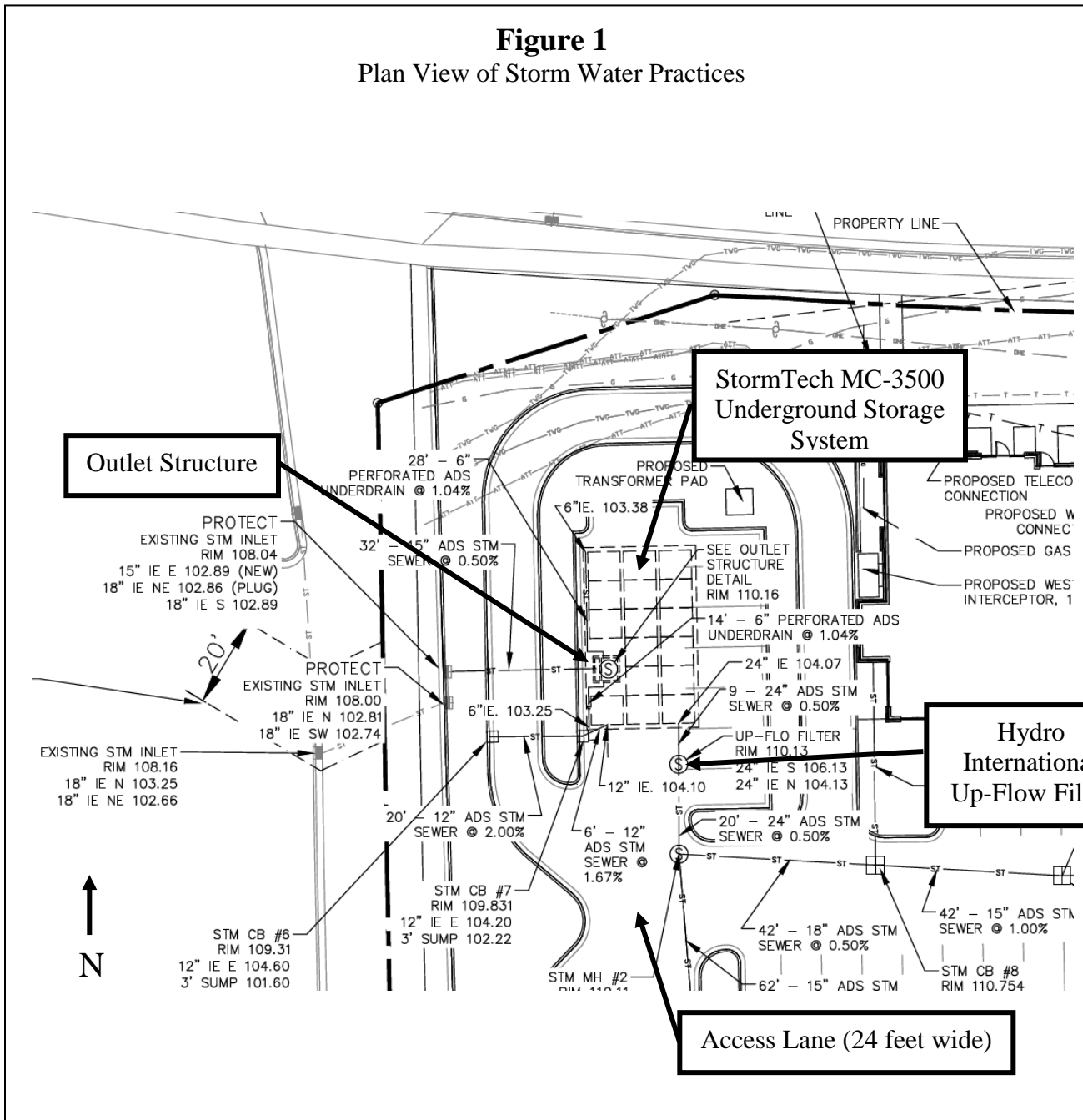
Exhibit B - Location Map

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. The practices include one wet detention basin, two forebays, two grass swales (conveying storm water to the forebays) and all associated pipes, earthen berms, rock chutes and other components of these practices. All of the noted storm water management practices are located within a drainage easement in Outlot 1 of the subdivision plat, as noted in Exhibit A.

Storm water Practices: Storm Sewer, Up-Flow Storm Water Filter, StormTech MC3500 Underground Storage System

Location of Practices: Lot 1 of CSM _____



(Sample)

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 storm water practices for maintenance vehicles is shown in Exhibits A and 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.

System Description:

The storm water runoff is treated and controlled by a Hydro International Up-Flow Filter, an ADS StormTech MC-3500 Underground Storage System, and an outlet control structure. The Hydro International Up-Flow filter is designed to remove 80% of total suspended solids. The redevelopment standards call for a 40% of TSS. The underground StormTech MC-3500 underground storage system is designed to maintain pre-development downstream peak flows. The storage system sits underneath the pavement structure of the parking lot. The existing site is approximately 2 acres. The storm water runoff treatment devices receive runoff from approximately 1.9 of the 2 acres. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 15-inch pipe extending to the north from the underground storage. The size of the outlet pipe restricts flow and allows the water to back up or rise in the underground chambers, thus detaining and treating the water through settling.

“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.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

1. All storm pipes and inlets must be checked semi-annually to ensure there is no blockage from floating debris, ice or damage / failure. Check for debris by looking in the outlet structure at the same frequency.
2. Vacuum excavate debris and sediment from inlet sumps when the material has reached a depth of 2 feet deep. This elevation is 1 foot from the outlet pipe or structure outlet. At a minimum. Vacuum the sediment once every 2 years.
3. Vacuum excavate debris and sediment from the Up-Flo Filter sump when the material has a depth of 2 feet deep. This elevation is 1 foot from the outlet pipe or structure outlet. At a minimum. Vacuum the sediment once every 2 years.
4. Vacuum excavate debris and sediment from the StormTech MC-3500 isolator row. Jet-vac equipment is the best option for sediment removal. Remove sediment in the isolator row when it has built up to 3 inches of depth or greater. Check sediment levels from the inspection port. At a minimum. clean the isolator row once every 2 years.
5. Replace Up-Flo filter media packs once every 2 years.
6. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
7. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the attention of the City Engineer at the City of Waukesha Engineering Department on January 10th and July 10th each year.