

Storm Water Management Practice Maintenance Agreement

Document Number

Summit Credit Union is “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) – WAKC113015001

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 _____ 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:

Matt Saunders
JSD Professional Services, Inc.
161 Horizon Drive, Suite 101
Verona, WI 53593

For Certification Stamp

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: **Summit Credit Union Waukesha**

Acres: **1.13**

Date of Recording:

Map Produced By: **JSD Professional Services, Inc., 161 Horizon Drive, Suite 101, Verona, WI 53593**

Legal Description: **LOT 1 OF CERTIFIED SURVEY MAP No. 10663, RECORDED MARCH 31, 2009, IN VOLUME 102 OF CERTIFIED SURVEY MAPS ON PAGES 309 OT 313 AS DOCUMENT No. 3641473, A DIVISION OF PARCEL 6 OF CERTIFIED SURVEY MAP No. 2681 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 20 EAST, IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN.**

Summit Credit Union Waukesha Site Plan

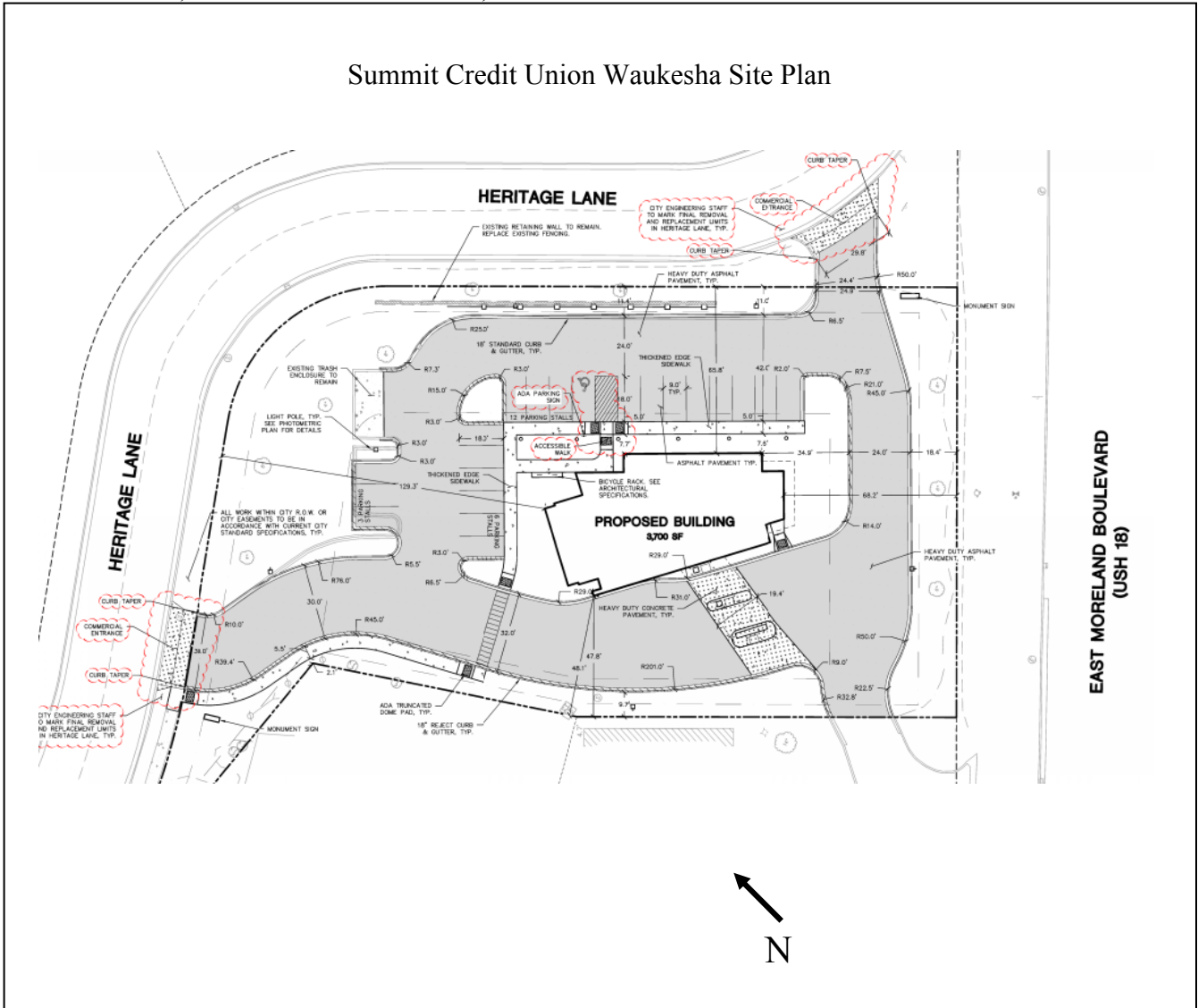
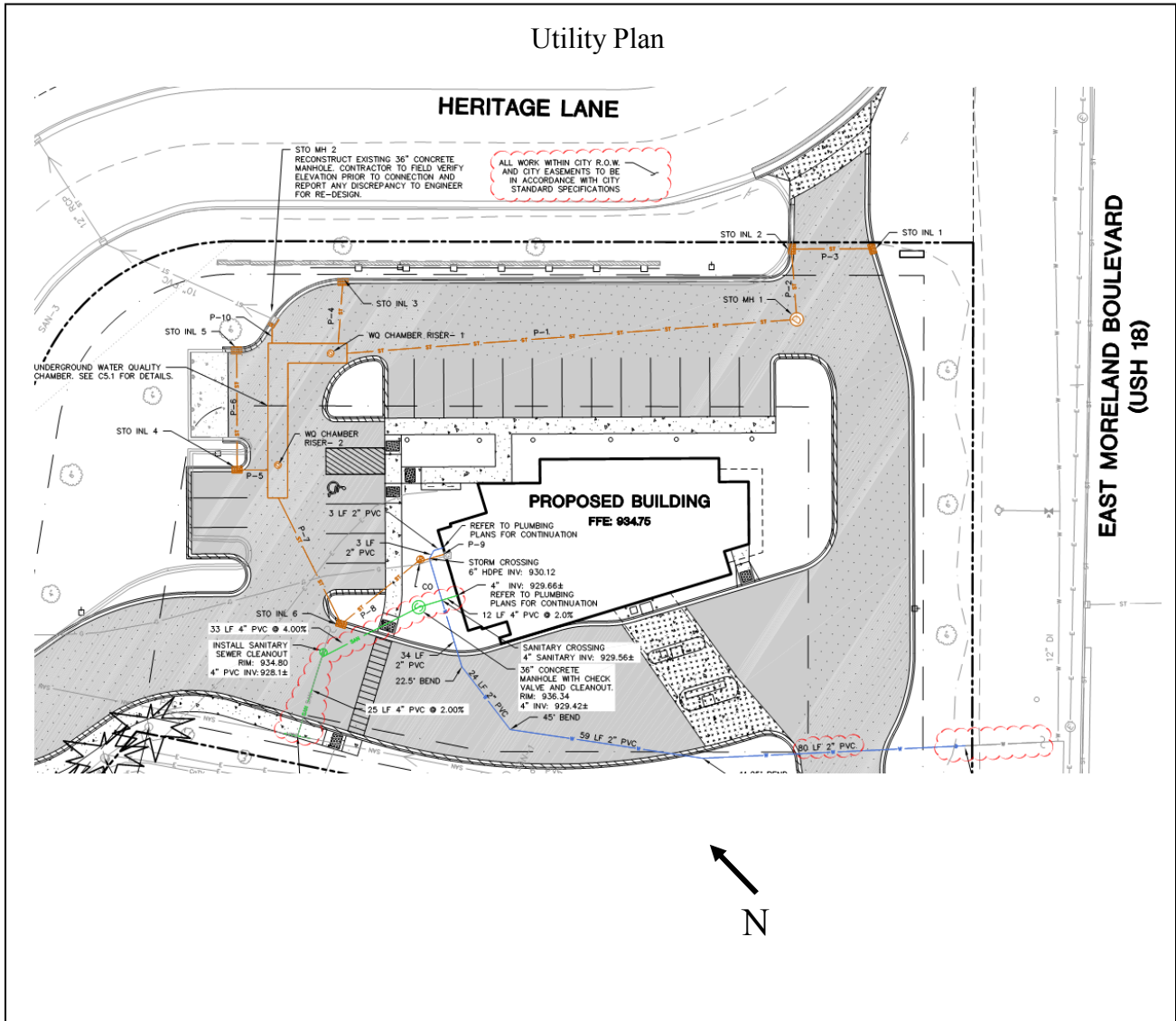


Exhibit B - Location Map

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 underground water quality chamber, all associated pipes and structures and other components of these practices.

Project Name: Summit Credit Union Waukesha
Storm water Practices: Underground water quality chamber
Location of Practices: North of the building under the drive aisle



PROPOSED STORM SEWER STRUCTURES SCHEDULE

LABEL	INVERT ELEV. (FT)	RIM ELEV. (FT)	DEPTH (FT)	STRUCTURE DESCRIPTION	GRATE
STO INL-1	926.79	930.32	3.53	2'X3' INLET BOX	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE L GRATE
STO INL-2	926.59	929.56	2.97	2'X3' INLET BOX	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE L GRATE
STO INL-3	927.45	932.53	5.08	2'X3' INLET BOX	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE R GRATE
STO INL-4	927.09	932.00	4.91	2'X3' INLET BOX	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE R GRATE
STO INL-5	927.93	932.30	4.37	2'X3' INLET BOX	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE R GRATE
STO INL-6	928.65	933.25	4.60	2'X3' INLET BOX	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE R GRATE
STO MH 1	926.41	931.53	5.12	36" DIA. MANHOLE	R-1550A MANHOLE FRAME -SOLID LID NON-ROCKING
STM MH 2	924.22	932.63	8.41	36" DIA. MANHOLE	R-3067, CURB INLET FRAME, GRATE, CURB BOX - TYPE R GRATE
WQ CHAMBER RISER- 1	923.00	932.98	9.98	ACCESS RISER	R-1550A MANHOLE FRAME -SOLID LID NON-ROCKING
WQ CHAMBER RISER-2	923.00	932.42	9.42	ACCESS RISER	R-1550A MANHOLE FRAME -SOLID LID NON-ROCKING

PROPOSED STORM SEWER PIPE SCHEDULE

PIPE LABEL	FROM	TO	LENGTH (FT)	DISCHARGE ELEVATION (FT)	INVERT ELEVATION (FT)	SLOPE (%)	PIPE SIZE & TYPE
P-1	STO MH 1	WQ Chamber	137.00	926.00	926.41	0.30	12" HDPE
P-2	STO INL-2	STO MH 1	20.00	926.51	926.59	0.40	12" HDPE
P-3	STO INL-1	STO INL-2	23.00	926.69	926.79	0.40	10" HDPE
P-4	STO INL-3	WQ Chamber	19.00	926.50	927.45	5.00	10" HDPE
P-5	STO INL-4	WQ Chamber	9.00	926.50	927.09	6.50	10" HDPE
P-6	STO INL-5	STO INL-4	37.00	927.19	927.93	2.00	10" HDPE
P-7	STO INL-6	WQ Chamber	43.00	926.50	928.65	5.00	12" HDPE
P-8	CO	STO INL-6	26.00	929.15	929.67	2.00	6" HDPE
P-9	RD	CO	11.00	929.77	929.99	2.00	6" HDPE
P-10	WQ Chamber	STO MH 2	7.40	925.63	926.00	5.00	12" HDPE

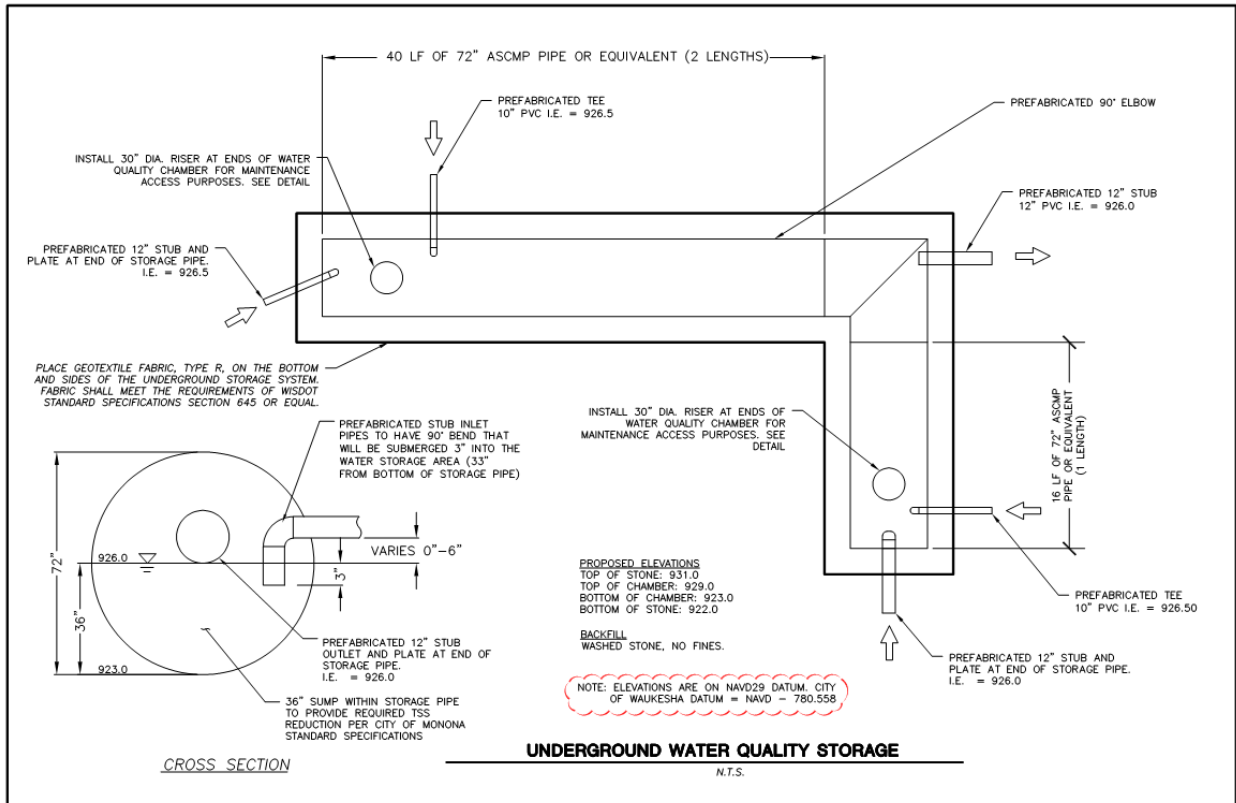


Exhibit C

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. 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 underground water quality chamber proposed will provide total suspended solids reduction and peak discharge control for the project. Parking lot runoff will be collected within private storm sewer, treated within the underground water quality chamber, and ultimately discharged to the existing storm sewer within Heritage Lane. The roof runoff will be collected through roof drain connections and route to the private storm sewer system. A small portion of the access driveways and pervious area totaling 0.30 acres will match existing drainage patterns and will leave the site untreated and drain to Heritage Road public storm sewer.

The private storm sewer system consists of 6 curb inlets which are connected to an underground water quality chamber. The underground chamber will have a three-foot sump below the outlet which acts as a sedimentation basin and provides settlement for suspended solids. The water quality chamber ultimately connects to the public storm sewer in Heritage Lane. The water quality chamber will settle out up to 20-micron particle. As designed, the stormwater management facility provides approximately 40.5% TSS reduction for the site.

Due to existing drainage patterns, approximately 0.13 acres of off-site area surface drains onto the project. This runoff will be collected into the private storm sewer and routed through the chamber. However, this off-site drainage was not considered in the TSS calculations as it is an off-site area.

Minimum Maintenance Requirements:

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

Storm Sewer System

The owner shall maintain all components of the storm sewer system located onsite. Installation and maintenance shall be in accordance with the manufacturer's guidelines. At a minimum the storm sewer system shall be inspected annually and cleaned as needed to maintain functionality and design capacity. Owner shall maintain records of inspections, cleaning and replacement of the system or components of the system all in accordance with City of Waukesha Ordinances.

Underground Water Quality System

The owner shall install and maintain an underground storage chamber system. Said system is installed for detention and sediment purposes of stormwater runoff. Installation and maintenance shall be in accordance with the manufacturer's guidelines. Inspect the system immediately following construction completion. Inspection of the underground storage structure shall be done a minimum of two (2) times per year or as needed until an understanding of the site characteristics is developed. More specifically, the chamber system shall be visually inspected via the inspection port and is to be JetVac cleaned any time sediment has accumulated to an average depth exceeding twelve (12) inches. Owner shall maintain records of inspections and cleaning of the system in accordance with the City of Waukesha Ordinances.

Detailed information regarding installation and maintenance can be found on approved submittals.