

**DRAFT**  
**STORM WATER MANAGEMENT  
MAINTENANCE PLAN AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Greenfield**, a municipal corporation, with principal offices located at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**" and **DEVELOPER**, hereinafter called "**DEVELOPER**".

WHEREAS, **DEVELOPER** has presented City a development known as "**NO NAME**", hereinafter called **DEVELOPMENT**, legally described on Exhibit A, with an illustration map on Exhibit B; and

WHEREAS, **DEVELOPER** has requested the installation of storm water management practices for **DEVELOPMENT** in accordance with approved plans and permit(s) conditions on file in the office of the **CITY** Engineer; and

WHEREAS, CITY at the \_\_\_\_\_ Board of Public Works and the \_\_\_\_\_ Common Council meetings have approved the execution of this agreement for the purpose of ensuring that the stormwater management practices for DEVELOPMENT are properly maintained and continue to serve their intended function in perpetuity,

NOW, THEREFORE and in consideration of the approval of the  
**CITY, DEVELOPER** hereby subjects **DEVELOPMENT** to, and agrees to  
the following covenants, conditions and restrictions:

Return to:

City of Greenfield  
Jennifer J. Goergen  
City Clerk  
7325 W. Forest Home Ave  
Greenfield, WI 53220

### Parcel Identification Number (PIN)

- 1) DEVELOPER agrees to install and maintain storm water management system, basins(s) and practices in accordance with Chapter 30 of the CITY Municipal Code and per the approved plans and permit(s) conditions on file in the CITY Engineering Office.
- 2) DEVELOPER agrees to maintain the storm water system, basin(s) and practices, along with its perimeters and adjacent areas against erosion, silting, weed and algae growth and collection of debris.
- 3) DEVELOPER agrees maintain adequate flow between all storm water system inlet and outlet points.
- 4) DEVELOPER agrees to establish and maintain sufficient access around storm water system, basin(s) and practices as necessary to permit future private maintenance.
- 5) DEVELOPER agrees to maintain drainage and to minimize any health or safety hazards and/or damage caused by flooding and storm water runoff.
- 6) DEVELOPER agrees to be responsible for any and all liability and hold CITY harmless from any and all

claims arising out of the existence and maintenance of said storm water system, basin(s), practices and appurtenances.

- 7) DEVELOPER grants and authorizes CITY, in the event DEVELOPER does not comply with CITY orders (within ten (10) days of written notification) relating to said storm water system, basins(s) and practices, to access DEVELOPMENT storm water system, basin(s) and practices and proceed to do any work reasonably ordered and charge same to DEVELOPER. Said charges may be collected through a CITY invoice or in the same manner as special charge on a property tax bill.
- 8) DEVELOPER agrees to provide information and/or tests as may be required to meet CITY, the MMSD and/or WI DNR regulations pertaining to DEVELOPMENT storm water management plan, storm water system, basin(s) and practices.
- 9) DEVELOPER is responsible, if applicable, for meeting/obtaining any WI DNR and/or U.S. Army Corps of Engineers regulations/permits with regard to outfalls and outfall activities from storm water system, basin(s) and practices in site wetland areas, filling wetlands, and wetland mitigation when applicable and subsequent maintenance of wetland areas, including those set forth in WI DNR and/or U.S. Army Corps of Engineers correspondence.
- 10) DEVELOPER agrees to provide CITY with the certification of a Professional Engineer licensed in the State of Wisconsin verifying that storm water basin elevations, capacity and performance have been built as designed, during the course of construction and upon completion of the project. In addition, DEVELOPER agrees to take all necessary, immediate corrective actions to properly remedy and construct basin as designed if deficiencies are found during the certification process. CITY will provide minimum pond certification requirements upon request.
- 11) DEVELOPER agrees to be solely responsible for the operation, maintenance, upkeep, and repair of the storm water system, storm water management plan and storm water maintenance plan for DEVELOPMENT and other responsibilities and liability as set forth in this agreement ("Obligations") until such time that DEVELOPER responsibility has been released and the transfer of said "Obligations" occurs due to, but not limited to a) the sale of DEVELOPMENT, or portions of DEVELOPMENT to another party, and/or b) the establishment of an "Association", and/or c) CITY has accepted public storm water drainage facilities and maintenance of related facilities . Prior to the transfer of said "Obligations" from DEVELOPER to an "Association" or future Owner, DEVELOPER agrees that all storm water "certification" procedures will be completed and approved by CITY, and that DEVELOPMENT will free and clear of all liens and/or encumbrances at time of transfer. At no time shall CITY be responsible for the operation, maintenance, upkeep and repair of the storm water management basin(s).
- 12) DEVELOPER agrees to perform, at DEVELOPERS expense, inspections of the storm water management basin(s) and/or private storm water management systems for DEVELOPMENT as needed

to ensure the proper functioning of storm water management systems. At a minimum, DEVELOPER shall perform an annual inspection and provide CITY Engineering Department with a copy of an inspection report and certification that the storm water management basin(s) and/or private storm water management systems are operating as designed. Documentation shall include, as a minimum, the following details:

- a) Development name
- b) Inspectors name, address and telephone number
- c) Date of inspection
- d) Condition report checklist, or other suitable format/documentation
- e) List of corrective action to be taken and time frame for completion of such
- f) Follow up documentation after the completion of corrective maintenance activities
- g) Certification that storm water management basin(s) and/or private storm water management systems are operating as designed

13) CITY has established procedures/guidelines along with a checklist for storm water management maintenance activities, attached hereto as Exhibit C. As it remains the responsibility of the DEVELOPER to ensure the proper operation, maintenance, upkeep, and repair of the storm water management system, DEVELOPER agrees to hold CITY harmless from any and all liability/claims arising out of the use of Exhibit C documentation and procedures for storm water maintenance plan and procedures.

14) For the purpose of this agreement, CITY and DEVELOPER acknowledge that the term "basin(s)", as used in this agreement, may include above and/or below ground storm water retention/detention systems.

This Agreement shall be binding upon DEVELOPER, its heirs, executors, administrators, successors, assigns, future "Association" and future property Owners and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

**IN PRESENCE OF:**

No Name

STATE OF WISCONSIN )  
 ) SS  
MILWAUKEE COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature

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Print Name

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: \_\_\_\_\_

The Above Agreement Is Accepted

CITY OF GREENFIELD

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Michael J. Neitzke, Mayor

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Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN )  
                         ) SS  
MILWAUKEE COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, Michael J. Neitzke, Mayor and Jennifer Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

Signature

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Print Name

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
, City Attorney

Prepared by \_\_\_\_\_, City of Greenfield Engineering Division