AGREEMENT TO MAINTAIN
STORMWATER FACILITIES
BY AND BETWEEN
THE CITY OF ONALASKA AND

_____, AND

ITS HEIRS, SUCCESSORS, OR ASSIGNS

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the City of Onalaska. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the City of Onalaska Construction Site Erosion Control and Stormwater Management Ordinance.

Recording Area

Name and Return Address

Attorney Amanda Halderson Jackson
City of Onalaska
415 Main Street
Onalaska, WI 54650

FACILITY LOCATION AND AREA SERVED (Attach Map if Necessary):

Parcel Identification Number (PIN)

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management of the City of Onalaska, the City and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

(1)   Implement the stormwater facility maintenance plan included herein as Attachment A.

(2)   Implement the stormwater management plan included herein as Attachment B.

(3)   Allow the City or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(4)   Undertake corrective actions required by City within a reasonable time frame as set by the City.

(5)   Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by City staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE CITY OF ONALASKA SHALL:

(1)   Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit.

(2)   Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.

(3)   Notify the Owner of maintenance problems that require correction.

REMEDIES:

(1) If corrective actions required by the City are not completed within the time set by the City, written notice will be sent to the persons who were given notice stating the City intention to perform such maintenance and bill the owner for all incurred expenses.

(2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

(3) The owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

(4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.

(5) The owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

_____   _____
Owner's signature   Date

STATE OF WISCONSIN   )
) **ss**
COUNTY OF _____   )

On this day and year above personally appeared before me, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

_____

Notary Public in and for the State of
Wisconsin, _____County

My Commission Expires: _____

Dated at Onalaska, Wisconsin, this _____ day of _____, _____.

CITY OF ONALASKA

By: _____
Authorized Agent for the City of Onalaska