

**OUTAGAMIE COUNTY
STORMWATER FACILITIES MAINTENANCE AGREEMENT**

Document Title

THIS STORMWATER MAINTENANCE AGREEMENT

is between _____ (“Owner”)
And Outagamie County (“County”)
on this date _____ - _____ - _____.

WHEREAS, the Owner has proposed to develop property lying within
The Town of _____,
Outagamie County, Wisconsin, described as follows:

Recording Area
Name and return address

Parcel Identification Number (PIN).

WHEREAS, the Owner has submitted for approval by the County a permit application and Storm Water Management Plan, which require the construction and installation of stormwater management facilities pursuant to the Outagamie County Stormwater Management Ordinance; and

WHEREAS, the Stormwater Management Ordinance requires, as a condition of permit approval, a financial guarantee and maintenance agreement between the County and the Owner to ensure that the Owner will construct and maintain the stormwater facilities identified in the Stormwater Management Plan; and

WHEREAS, the Town and Owner have agreed to the estimated costs of the stormwater management facilities and the method of financial security to ensure the facilities will be constructed according to the plan.

NOW THEREFORE, THE UNDERSIGNED AGREE AS FOLLOWS:

- 1. Identification of Facilities and Costs.** The Owner shall construct and install stormwater management facilities as depicted and shown on the Site Plan, **[ENTER SITE REFERENCE NUMBER FOR THE PLAN THAT SHOWS TYPE AND LOCATION OF STORMWATER FACILITIES TO BE MAINTAINED]** _____, in accordance with the plans and specifications contained in the Stormwater Management Plan dated **[ENTER DATE OF APPROVED STORMWATER MANANGEMENT PLAN]** _____, on file with the County, within two years from the date of this Agreement. The referenced documents are incorporated
- 2.** herein by reference.

Financial Guarantee. To ensure that the stormwater management improvements will be timely constructed according to plans and specifications in the Stormwater Management Plan and as a condition of approval of a permit, the Owner shall provide a financial guarantee in the amount of 100 percent of the estimated costs of construction. The form of the financial guarantee must be approved by the Outagamie County Zoning Administrator.

- 3. Maintenance.** The Owner shall maintain the stormwater management facilities in good working order in accordance with their design functions and the Stormwater Post-Construction Maintenance Plan. The Owner shall conduct regular inspections at least two times per year. The Operations and Maintenance Report attached to the Stormwater Post-Construction Maintenance Plan shall be used in connection with the regular inspections. The Owner shall keep the Operations and Maintenance Reports from past inspections and shall keep a log of all maintenance activities, including the date and type of maintenance performed. The reports and maintenance log shall be made available to the County for review upon request. Deficiencies shall be noted in the Operations and Maintenance Reports.
- 4.** The Owner hereby grants to the County: the right to access the property to conduct inspections of the stormwater management facilities during construction; the right to access the property, upon reasonable notice to the Owner; to conduct inspections to determine whether the stormwater management facilities are maintained pursuant to the schedule of maintenance; to perform required maintenance if owner refuses or fails to perform maintenance within a reasonable timeframe. The County may assess the cost of such maintenance against the Owner/property.
- 5.** The Owner hereby agrees to restrict use of the property to protect the stormwater practices facilities. No building or structure (except for stormwater management) shall hereafter be erected, constructed or moved into or onto any stormwater management facility including but not limited to detention or retention ponds, drainageways, drainage easements or vegetative buffers. No fill, grading or excavating (except for the construction and maintenance of the drainage facilities) shall be constructed within any detention or retention pond, drainageway, drainage easement, or vegetative buffer. There shall be no cultivation of crops, fruits or vegetables; no dumping of ashes, waste, compost, or other garden, lawn, or domestic waste; nor any storage of vehicles, equipment, materials, or personal property of any kind in or on any detention or retention pond, drainageway, drainage easement, or vegetative buffer.
- 6. Successors.** This Stormwater Facilities Maintenance Agreement shall bind the Owner, his, her or its successors and assigns, and shall inure to the benefit of Outagamie County

WITNESS the following signatures and seals:

Owner Name: _____

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
 : **SS.**
OUTAGAMIE COUNTY)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__

By _____

Notary Public, State of Wisconsin
My commission is/expires: _____

COUNTY OF OUTAGAMIE

By: _____
Timothy P. Roach, Zoning Administrator

ACKNOWLEDGMENT

State of Wisconsin
Outagamie County
Personally came before me on _____, the above named Timothy P. Roach, to me known to be
the person who executed the foregoing instrument and acknowledged the same.

Notary Signature
Printed Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Drafted By: _____