

RESOLUTION 2013-48

(7-11-13)

RESOLUTION BY THE STORM AND WASTEWATER COMMITTEE AUTHORIZING A MAINTENANCE OF STORMWATER MANAGEMENT AGREEMENT WITH UNITED NATURAL FOODS, INC.

WHEREAS, recording a Maintenance of Stormwater Management Agreement with United Natural Foods, Inc. is a condition of the plans and specification of the project.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve that the document in regard to the Maintenance of Stormwater Management Agreement with United Natural Foods, Inc. as set forth in Exhibit A attached hereto and incorporated herein, are hereby authorized, adopted and approved.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 16th of July, 2013.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Village Clerk

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES (THE "DECLARATION")

Deleted: N

RECITALS:

- A. The **VILLAGE OF STURTEVANT** ("Owner") is the Owner of Property legally described in Exhibit A (the "Property").
- B. **UNITED NATURAL FOODS, INC.** (the "Developer") is developing the Property in accordance with a Development Agreement recorded as Document No. 2338168 ("the Development Agreement").
- C. For purposes of this Declaration, Developer shall have all obligations and responsibilities to comply with this Declaration as if the Owner of the Property and in accordance with the Development Agreement.
- D. Developer desires to construct buildings and parking facilities on the Property in accordance with certain plans and specifications approved by the Village of Sturtevant. In accordance with the Development Agreement, it is intended that ownership of the Property will eventually be transferred to Developer.

Return to:

Village of Sturtevant
 2801 89th Street
 Sturtevant, Wisconsin 53177

- E. The Village of Sturtevant requires Developer to record this Declaration regarding maintenance of stormwater management measures to be located on the Property. Developer agrees to maintain the stormwater management measures and this Declaration is intended to grant to the Village of Sturtevant the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and Owner agree that the Recitals as set forth above are agreed to and hereby incorporated into this Declaration as though set forth below and further agree as follows:

1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with the Village of Sturtevant Engineer. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with the attached minimum maintenance requirement (Exhibit "A").
2. Easement to Village of Sturtevant. If Owner fails to maintain the stormwater management measures as required in Section 1, then the Village of Sturtevant shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the Village of Sturtevant Maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. The Village of Sturtevant will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of Property. All costs and expenses incurred by the Village of Sturtevant in conducting such maintenance may be charged to Owner of the property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats, and Village of Sturtevant ordinances.

UNITED NATURAL FOODS, INC.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20 __.

(Printed Name)

(Signature)

Personally came before me this ____ day of _____, 20__, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

VILLAGE OF STURTEVANT

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20 __.

(Printed Name)

(Signature)

Attest: (Printed Name)

(Signature)

Personally came before me this ____ day of _____, 20__, the above named _____ and _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

EXHIBIT A
Minimum Maintenance Requirement

I. ROUTINE MAINTENANCE

Deleted: N

A. Mowing

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least twice a year to prevent woody growth and control noxious weeds.
2. Native grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1 ½ feet during the first growing season. Further mowing in subsequent growing season will not be required.
3. If possible, the native grass area should be burned off every three to four years in the spring of the year. Check local burning regulations as permits may be required.
4. If burning of the native grass areas is not possible, a 5" to 8" mowing every 3 to 4 years may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

B. Inspections

1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.
2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.
3. Inspection priorities shall be as follows:
 - a. Inspect the embankments for subsidence, erosion, cracking and tree growth.
 - b. Inspect the condition of the emergency spillway and overland flow path.
 - c. Inspect the pond for accumulation of sediment.
 - d. Inspect the outlet control structure for clogs, debris and material failures.
 - e. Inspect upstream and downstream channels from an erosion perspective.
 - f. Inspect any modifications that may have been done to the ponds following their initial construction.
 - g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.
4. As-built plans shall accompany the person responsible for the pond inspections.
5. Documentation of the inspections shall be completed and filed with the municipality. Documentation should include as a minimum:
 - a. Inspector's name, affiliation and professional credentials, if applicable.
 - b. Date, time and weather conditions.
 - c. Approximate rainfall total over a 24-hour period if applicable.
 - d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.
 - e. Sediment depth at the outlet control structure and, at a minimum, one other location.
 - f. Identification of potential structural failure and repair needs.

- g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.
- h. Repair recommendations.

C. Debris and Litter Removal

- 1. Debris and litter removal from the pond surface shall be completed at least once a month.
- 2. Particular attention shall be paid to debris accumulating around the riser pipe to prevent potential clogging.

D. Erosion Control

- 1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.
- 2. Corrective measures shall include regarding, filling and renegotiation of the eroded or slumping areas.
- 3. Rip rap at the pond outlet and emergency spillways shall be inspected for displacement or undermining. Repairs shall be made upon discovery.

E. Nuisance Control

- 1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
- 2. Maintaining the native grass perimeter will aide in the control of geese.
- 3. Mechanical controls shall be used when feasible.

II. NON-ROUTINE MAINTENANCE

Deleted: N

A. Structural Repairs and Replacement

- 1. The outlets of the pond have been constructed utilizing concrete pipe. The estimate life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
- 2. Excessive or chronic drawdowns of the pond may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage can be avoided.

B. Sediment Removal

- 1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Sediment must be removed if the sediment reaches a depth of 2-feet regardless of the amount of time between sediment removal operations. Annual inspections shall be made to insure that the 3-foot design depth of the permanent water pool is maintained.
- 2. Sediment removed from the ponds shall be hauled to an upland area, spread and stabilized with vegetative material.
- 3. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.

4. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.