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**DECLARATION OF COVENANTS AND AGREEMENT  
FOR MAINTENANCE OF STORMWATER FACILITIES**

This Declaration and Agreement (the “Agreement”) is made by and between St. Olaf College, a Minnesota nonprofit corporation, 1520 St. Olaf Avenue, Northfield, Minnesota 55057 (the “Owner” or “Responsible Party”), and the City of Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, Minnesota 55057 (the “City”); (collectively the “Parties”).

**RECITALS:**

WHEREAS, the Owner is the fee owner of certain real property located in the City of Northfield, Rice County, Minnesota, legally described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the City Development Review Committee (“DRC”) approved a site plan for improvements for a Student Housing Project and associated improvements including roadway/driveway, sanitary sewer, storm sewer, water, storm water management facilities, sidewalk and trails, grading and erosion control facilities and other private improvements (the “Project”) upon the Property; and

WHEREAS, all construction and site improvements for the Project must be in conformance with the approved site plan (the “Site Plan”) and in conformance with City Code; and

WHEREAS, the Owner plans to install, operate, repair and maintain a stormwater management and conveyance system, consisting of three separate stormwater facilities as depicted and described on Exhibit A (collectively referred to herein as the “Facilities”), on portions of the Property identified in Exhibit A for the future use and benefit of the Project; and

WHEREAS, the Facilities on the Property were designed by ISG, Inc. in accordance with the requirements of City Code, Chapter 22, Division 2, Stormwater Management; and

WHEREAS, the Owner shall install, operate, repair and maintain the Facilities pursuant to City Code and in accordance with those approved plans and specifications, including but not limited to the following plans, attached hereto as Exhibits and incorporated herein by reference, hereinafter collectively referred to as the “Specifications”:

Exhibit B	SWPPP Narrative (C1-10);
Exhibit C	SWPPP Details (C1-20);
Exhibit D	Pre-Construction SWPPP (C1-30);
Exhibit E	Proposed SWPPP (C1-40);
Exhibit F	Existing Site & Removal Plan (Overall) (C2-10);
Exhibit G	Proposed Site Plan (Overall) (C3-10);
Exhibit H	Proposed Site Utility Plan (Overall) (C3-20)
Exhibit I	Grading Plan (Overall) (C4-10)
Exhibit J	Site Details (C5-13 – C5-16)
Exhibit K	Maintenance Plan

; and

WHEREAS, in order to provide stormwater management and control, to meet the City’s stormwater permitting requirements, and to promote the water quality and volume control to the City's stormwater system and water bodies, including but not limited to the Cannon River, the Owner and the City agree that it is reasonable for the City to require the Owner and all subsequent owners of the Property, to the extent required by law, to inspect, operate, repair, maintain and replace, at the Owner’s cost and expense, the Facilities on a regular basis to ensure that the Facilities function as intended in compliance with the specifications, applicable law, stormwater permitting requirements, and this Agreement; and

WHEREAS, pursuant to City Code, the Owner and the City desire to set forth, in this recordable instrument, their agreement to establish covenants and declarations upon the Property for the installation of and ongoing operation, repair, maintenance and replacement of the Facilities on the Property by the Owner and the Owner’s successors and assigns at the Owner’s and the Owner’s successors’ and assigns’ cost and expense.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Installation, Construction, Maintenance, and Record Drawing Submittal.

- a. Construction and Installation Requirements. The Owner shall construct and install the Facilities in accordance with the Site Plan, the approved specifications and this Agreement, at the Owner’s sole cost and expense.
- b. Maintenance Obligation. The Owner shall operate, maintain, repair and replace, as applicable, the Facilities in accordance with the Site Plan, the approved

specifications, this Agreement, and applicable law and City Code, as amended, at the Owner's sole cost and expense.

- c. Debris Removal. The Owner shall remove sand, salt, snow, tree leaves and other debris from the Property to prevent interference with the proper operation and maintenance of the Facilities. The Owner shall sweep clean the private streets, driveways, parking area and walkways on the Property in April or May and October or November each year to remove from the Property all sand and salt deposited on the private streets, driveways, parking area and walkways. The Owner shall make a reasonable effort to remove all tree leaves that may interfere with the normal operation of the stormwater facility after they fall to the ground in October or November each year.
- d. Personal Property or Debris Storage Prohibited. The Owner shall not deposit or store any personal property or debris, litter, or other objects within the Facilities or in any manner that will otherwise interfere with the proper operation and maintenance of the Facilities, and the Owner shall keep the Facilities free of any debris, leaves, litter, or other objects.
- e. Maintenance of Vegetation. As applicable, the Owner shall maintain and, when necessary, replace approved plants and vegetation set forth in the specifications. Notwithstanding normal plant maintenance, such as pruning, dividing or thinning vegetation, the Owner shall not alter the plants used at the Facilities in a manner that would interfere with proper operation and maintenance of the Facilities. The Owner shall not use any chemicals in an amount that would interfere with the proper operation and maintenance of the Facilities. The Owner shall repair any erosion within or surrounding the Facilities. The Owner shall conduct inspections of the Facilities during the growing season, at the Owner's sole cost and expense, to ensure the Facilities and associated vegetation are maintained in compliance with the specifications, this Agreement, and applicable law and City Code, as amended. If necessary, the Owner shall repair the Facilities if not in conformance with the standards set forth herein. Repairing landscape and vegetation to maintain a healthy plant community associated with the Facilities may include replacement of dead or diseased plants, vegetation or mulch and removal of noxious weeds, litter or other debris.
- f. Maintenance Costs. The Owner shall incur and pay all costs associated with operating, maintaining, repairing and replacing the Facilities on the Property.
- g. Record Drawing Submittal. The Owner shall submit a record drawing to the City of the installed Stormwater Management Facilities. The Owner shall include all information referenced in the Record Plan Requirement document.

## 2. Inspections.

- a. Annual Inspections. The Facilities shall be inspected annually by the Owner to determine whether or not the same are functioning in accordance with the specifications, this Agreement, and applicable law and City Code, as amended. At Owner's discretion, the inspections may be performed by a Qualified Person. As used in this Agreement, the term "Qualified Person" shall mean a professional engineer licensed by the State of Minnesota, or a person approved by the City Engineer based on training and experience. The Owner's responsibilities under this Section shall be at the Owner's sole cost and expense. If, as a result of the inspection, the Facilities or any portion thereof are determined not to be functioning in accordance with the specifications, this Agreement, or applicable law and City Code, as amended, the Owner shall restore/repair/replace, as necessary, or as required by the City Engineer, the Facilities to function as specified herein. Upon request from the Owner, the City Engineer may establish an inspection schedule permitting such inspections to be performed less frequently than annually, but the City Engineer may reinstate the annual inspection schedule at any time by notice to the Owner in the City Engineer's sole judgment and discretion.
- b. City Notification of Inspection. The City shall be notified at least 48 hours prior to the annual inspections or any repair, maintenance or replacement of the Facilities and, at the sole cost of the City, a representative of the City may observe any inspection, repair, maintenance or replacement. In the event emergency repairs, maintenance or replacement of the Facilities is needed, the Owner may provide the City with less than 48 hours' notice of the work to be performed.
- c. City Right of Entry and Independent Inspection. Pursuant to City Code, Section 22-306, which is incorporated herein by reference as amended, the City shall have the right at reasonable times and in a reasonable manner, to enter onto the Property to inspect the Facilities. The City shall have the right to enter the Property for the limited purpose of accessing the Facilities when the City has a reasonable basis to believe that a violation of the specifications, this Agreement, or applicable law and City Code, as amended, is occurring or has occurred and to enter upon the Property when necessary, for abatement of a public nuisance on one or more of the Facilities, or correction and enforcement of a violation of this Agreement or a violation of City Code occurring on one or more of the Facilities. The City shall not be subject to or liable for any claims of trespass by the Owner so long as the City is exercising its rights under this Agreement.
- d. Inspection and Maintenance Report. The Owner shall submit a report to the City, no later than two (2) weeks after any annual inspection or maintenance of the Facilities, providing the following information:
  - i. Date and time of inspection;
  - ii. Log of findings;
  - iii. Date and time of maintenance; and
  - iv. Log of maintenance performed.

3. Remediation and Waiver of Rights.

- a. Remediation Plan. If the City Engineer determines that the Facilities do not conform to the Site Plan, the approved specifications, this Agreement, or applicable law and City Code, as amended, the City Engineer shall notify the Owner of the deficiency in writing. The Owner shall submit a proposed remediation plan and schedule to the City Engineer within thirty (30) days after receipt of such notice from the City. If the proposed remediation plan and schedule are not acceptable to the City Engineer, the City Engineer shall notify the Owner of the deficiency, and the Owner shall submit a revised plan to the City Engineer within fourteen (14) days after receipt of such notice. If the City Engineer approves the proposed remediation plan and schedule, the Owner shall perform the remediation in compliance therewith at the Owner's sole cost and expense.
- b. Failure to Repair. If the Owner fails to submit a proposed remediation plan and schedule to the City Engineer as prescribed above, or fails to implement a City Engineer approved remediation plan to bring the Facilities into compliance with the specifications, this Agreement, or applicable law and City Code, as amended, then at the sole cost and expense of the Owner, the City shall have the right, but no obligation, to prepare a remediation plan for the Facilities, enter upon the Property and complete all work necessary to correct the Facilities so as to bring the Facilities into compliance.
- c. Reimbursement to the City. The Owner shall reimburse the City within thirty (30) days after receipt of an invoice from the City for any and all costs incurred by the City in connection with preparing a remediation plan for the Facilities and all work completed by the City to bring the Facilities back into compliance.
- d. Waiver of Rights and Certification. If the Owner does not timely reimburse the City, the City may recover its costs by levying a special assessment against the Property certifying the same to the Rice County Auditor for collection in the same manner as property taxes upon the Property. The Owner, on behalf of itself and its successors and assigns, hereby acknowledges the benefit of such inspection/maintenance/repair/replacement of the Facilities to the Property and hereby expressly waives any rights to hearings, notice of hearings, objections or appeal relating to the levying of any City assessments, the right to contest the City levied assessments under Minnesota Statutes § 429.081 or the certification of such levied assessments to the Rice County Auditor for collection with property taxes upon the Property.
- e. Right of Entry. The City shall have the right to enter the Property for the limited purpose of accessing the Facilities to implement the terms of this Paragraph 3 and enforce City Code, including but not limited to Chapter 22. The City shall not be

subject to or liable for any claims of trespass by the Owner. City Code, Section 22-308 is incorporated herein by reference, as amended.

4. Standards for Performance. Any act of construction, installation, operation, maintenance, repair or replacement to be performed under this Agreement shall be performed in a good and workmanlike manner pursuant to sound engineering practices and in compliance with all applicable governmental requirements, City Code, the Site Plan, the approved specifications, and applicable law and rules.
5. Amendment, Release or Termination. Notwithstanding anything herein to the contrary, no amendment, release or termination of any of the provisions of this Agreement shall be effective or may be filed of record unless the City and Owner consent to the amendment, release or termination. Such consent must be evidenced by a resolution duly approved by the City Council, or successor body. The Owner, on behalf of itself and its successors and assigns, expressly acknowledges and agrees that the City has no obligation whatsoever to approve or act upon any proposed amendment, release or termination, and may withhold or delay consent for any reason or no reason whatsoever, or may condition consent upon such terms as the City deems desirable, it being the City's absolute right and prerogative to insist that the terms of this Agreement remain in effect and unaltered and to permit amendment, release or termination only at such times and under such circumstances, if any, as the City deems desirable in the exercise of its sole judgment and discretion. The Owner, on behalf of itself and its successors and assigns, further agrees and covenants, consistent with this acknowledgment, not to institute any legal proceedings against the City on the grounds that the City failed to respond appropriately to a proposed amendment, release or termination, and to indemnify the City against any expense, including litigation costs, which the City incurs as a result of any violation by that Party of this covenant. The City may, at any time, give up the right to approval granted hereunder, said action to be evidenced by City Council resolution. The City expressly acknowledges and agrees that the Owner has no obligation whatsoever to approve or act upon any proposed amendment, release or termination, and may withhold or delay consent for any reason or no reason whatsoever, or may condition consent upon such terms as the Owner deems desirable, it being the Owner's absolute right and prerogative to insist that the terms of this Agreement remain in effect and unaltered and to permit amendment, release or termination only at such times and under such circumstances, if any, as the Owner deems desirable in the exercise of its sole judgment and discretion. The City further agrees and covenants, consistent with this acknowledgment, not to institute any legal proceedings against the Owner on the grounds that the Owner failed to respond appropriately to a proposed amendment, release or termination, and to indemnify the Owner against any expense, including litigation costs, which the Owner incurs as a result of any violation by that Party of this covenant. In the event the State of Minnesota or state law requires this Agreement to be amended, both Parties agree to approve and act upon the amendment in order to comply with the requirements of the State or of state law. Notwithstanding anything herein to the contrary, the Property shall not be deemed dedicated to the public or otherwise public land. The City shall have no obligation and no right, other than as provided in this Agreement or under the ordinances, statutes and other laws under which the City operates, to maintain or administer Property.

6. Duration. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Parties, and any and all of their successors and assigns.
7. Authority. The Owner covenants with the City that they are the fee owners of the Property as described above and have good right to create the covenants contained herein.
8. Attorney's Fees. If an action at law or in equity shall be brought by the City on account of any breach of this Agreement by the Owner, the City shall be entitled to recover from the Owner reasonable attorney's fees only in the event that it is determined by the Court that the Owner has breached this Agreement, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
9. General Terms.
  - a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
  - b. VOLUNTARY AND KNOWING ACTION. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
  - c. AUTHORIZED SIGNATORIES. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
  - d. NOTICES. All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other Party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, and addressed to the other Party to this Agreement, to the address set forth in this Agreement, or if to a Party not a Party to this Agreement, to the address designated by a Party to this Agreement in the foregoing manner. Any Party may change its address by giving notice in writing, stating its new address, to any other Party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- e. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the Owner.
- f. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- g. **COMPLIANCE WITH LAWS.** Owner shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the Facilities, improvements, personal property, programs and staff for which the Owner is responsible.
- h. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- i. **DATA PRACTICES.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- j. **NO WAIVER.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- k. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. **HEADINGS AND CAPTIONS.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.



- m. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Owner arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- n. RECORDING. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the Parties. This Agreement shall be recorded by the City at the expense of the Owner within 30 days of full execution hereof.

*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

**ST. OLAF COLLEGE**

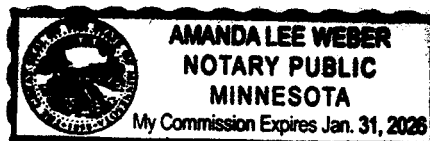
By: James Hanson  
\_\_\_\_\_, Its VP/CFO

Date: 10/5/2021

COUNTY OF Rice )  
 ) ss.  
STATE OF MINNESOTA )

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on October 5, 2021, by James Hanson, its VP/CFO, on behalf of St. Olaf College, a Minnesota nonprofit corporation under the laws of the State of Minnesota, Owner.

Amanda Lee Weber 10/05/2021  
Notary Public



**CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

Date: \_\_\_\_\_

COUNTY OF RICE                    )  
  ) ss.  
STATE OF MINNESOTA        )

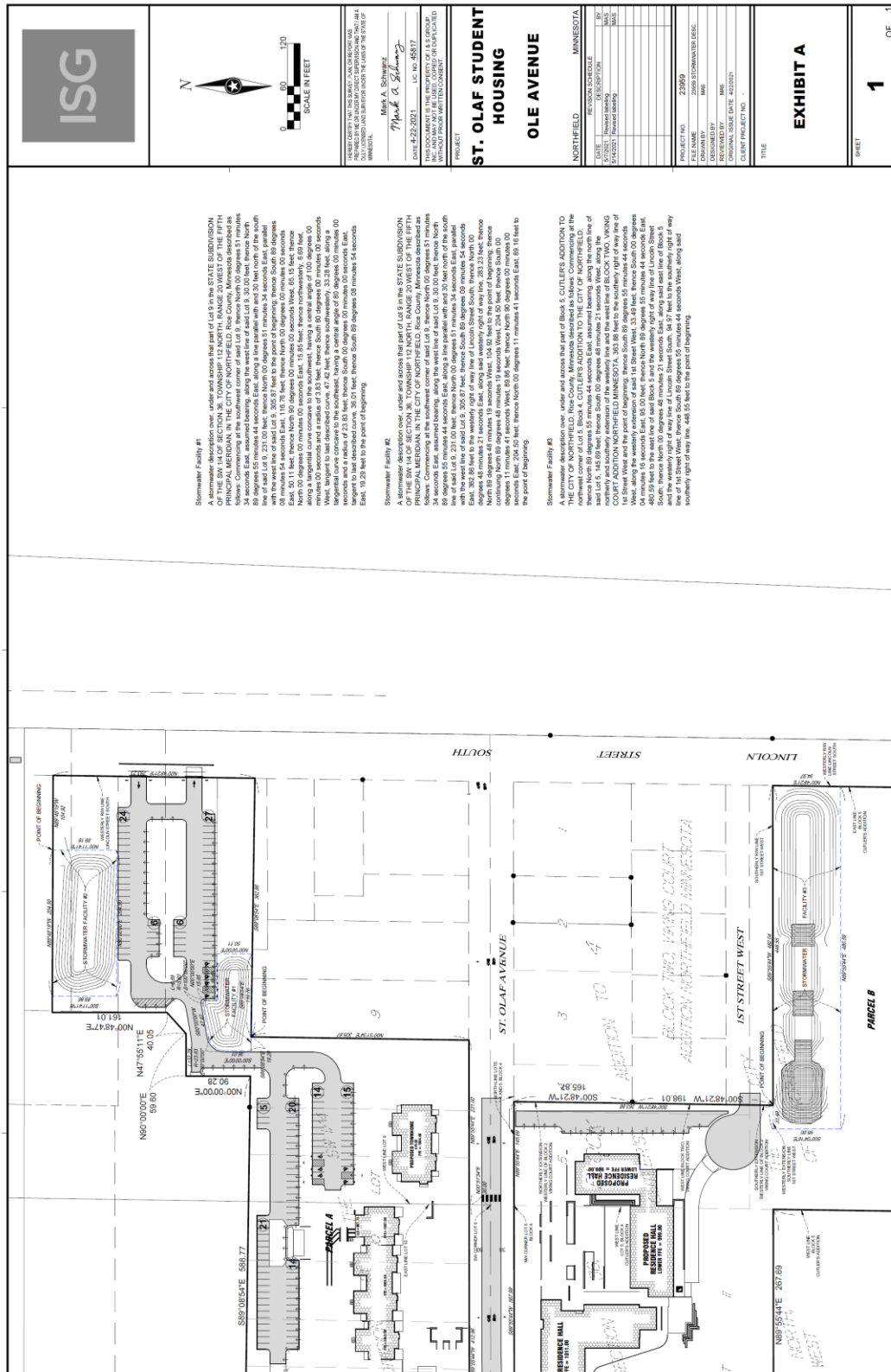
The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on \_\_\_\_\_, 2021, by Rhonda Pownell and Lynette Peterson, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103-2122  
651-225-8840

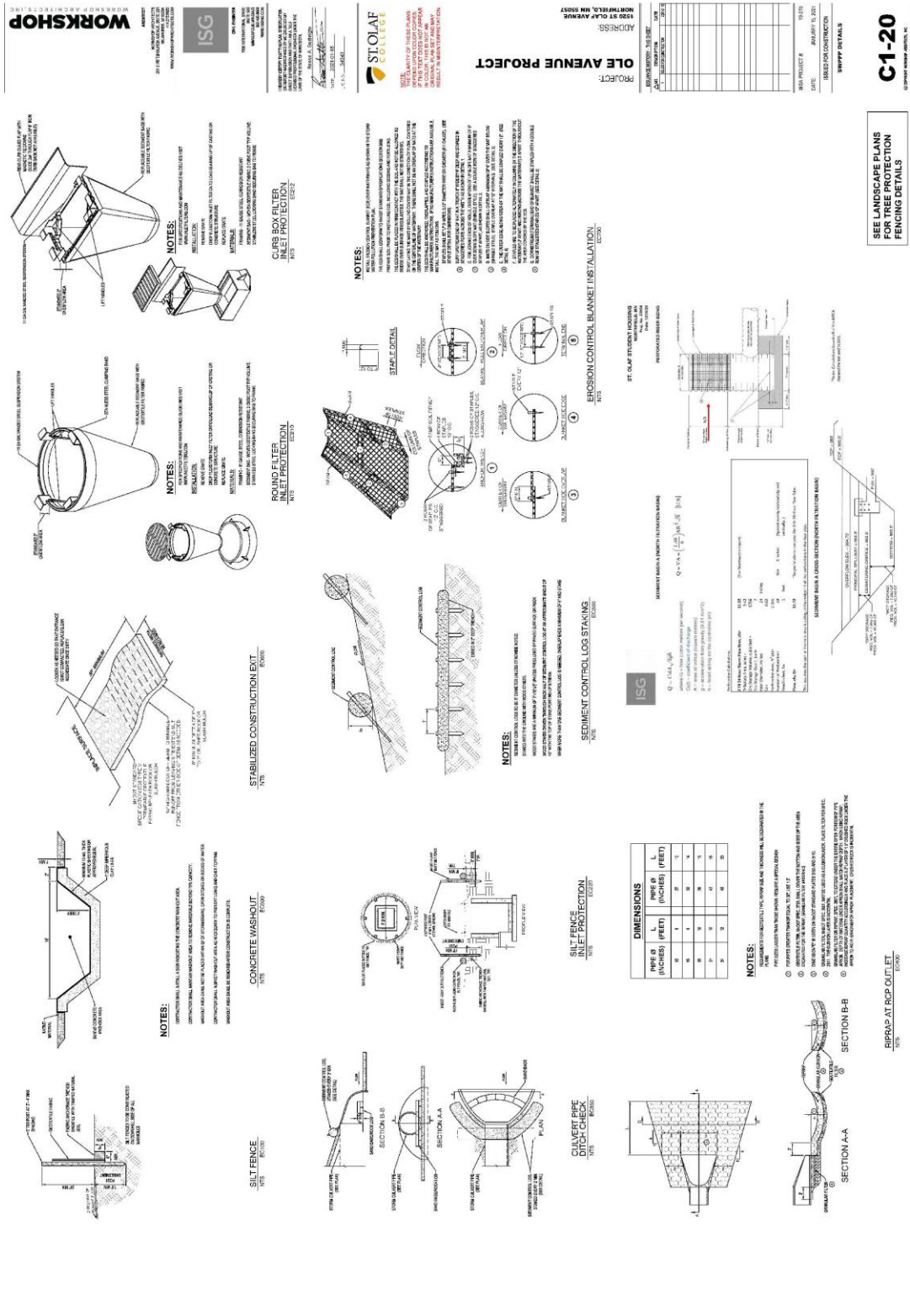
### Legal Description of Property and Depiction and Identification of the Facilities



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### SWPPP Details (C1-20)





### Pre-Construction SWPPP (C1-30)

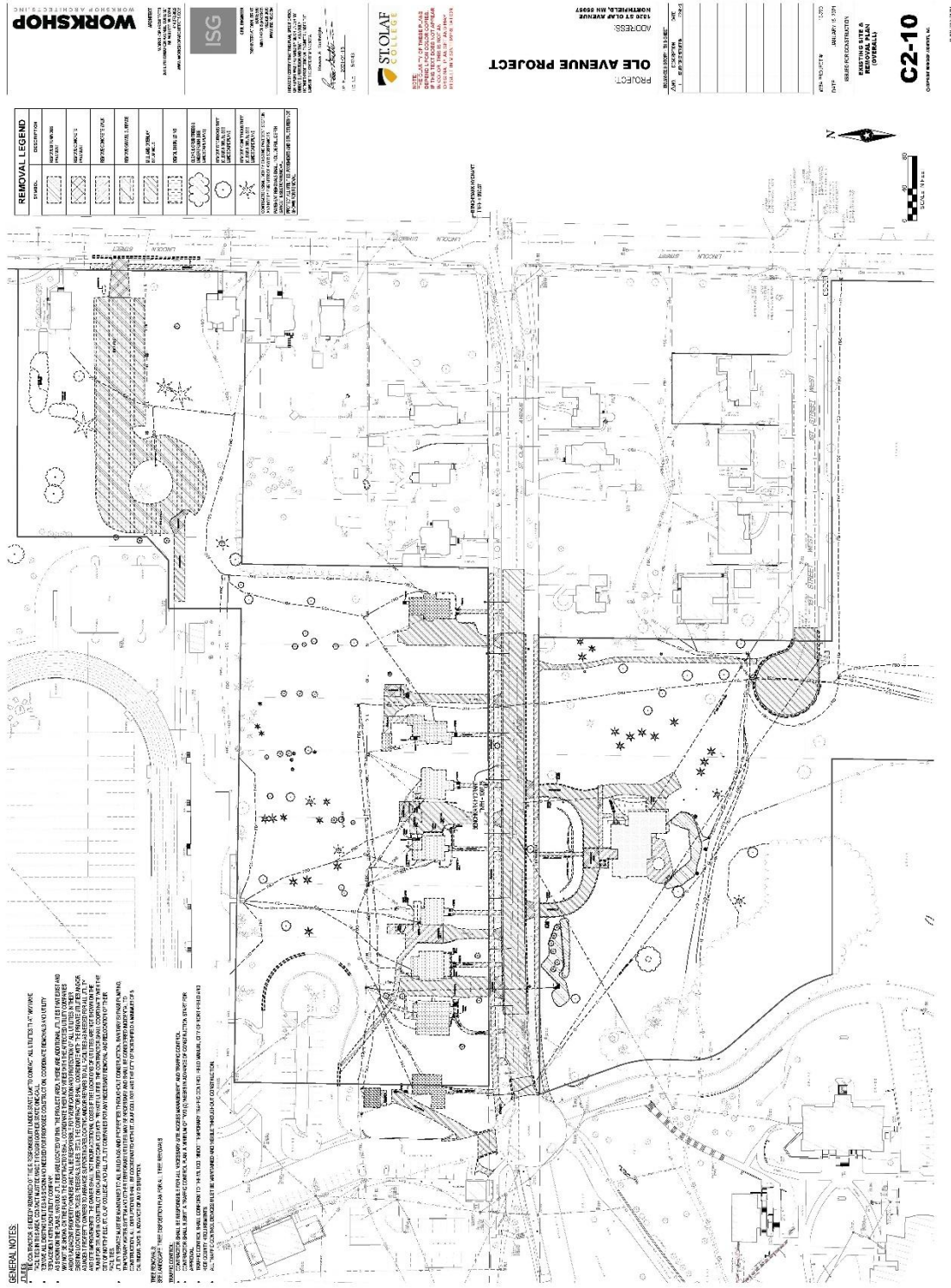


### **Proposed SWPPP (C1-40)**



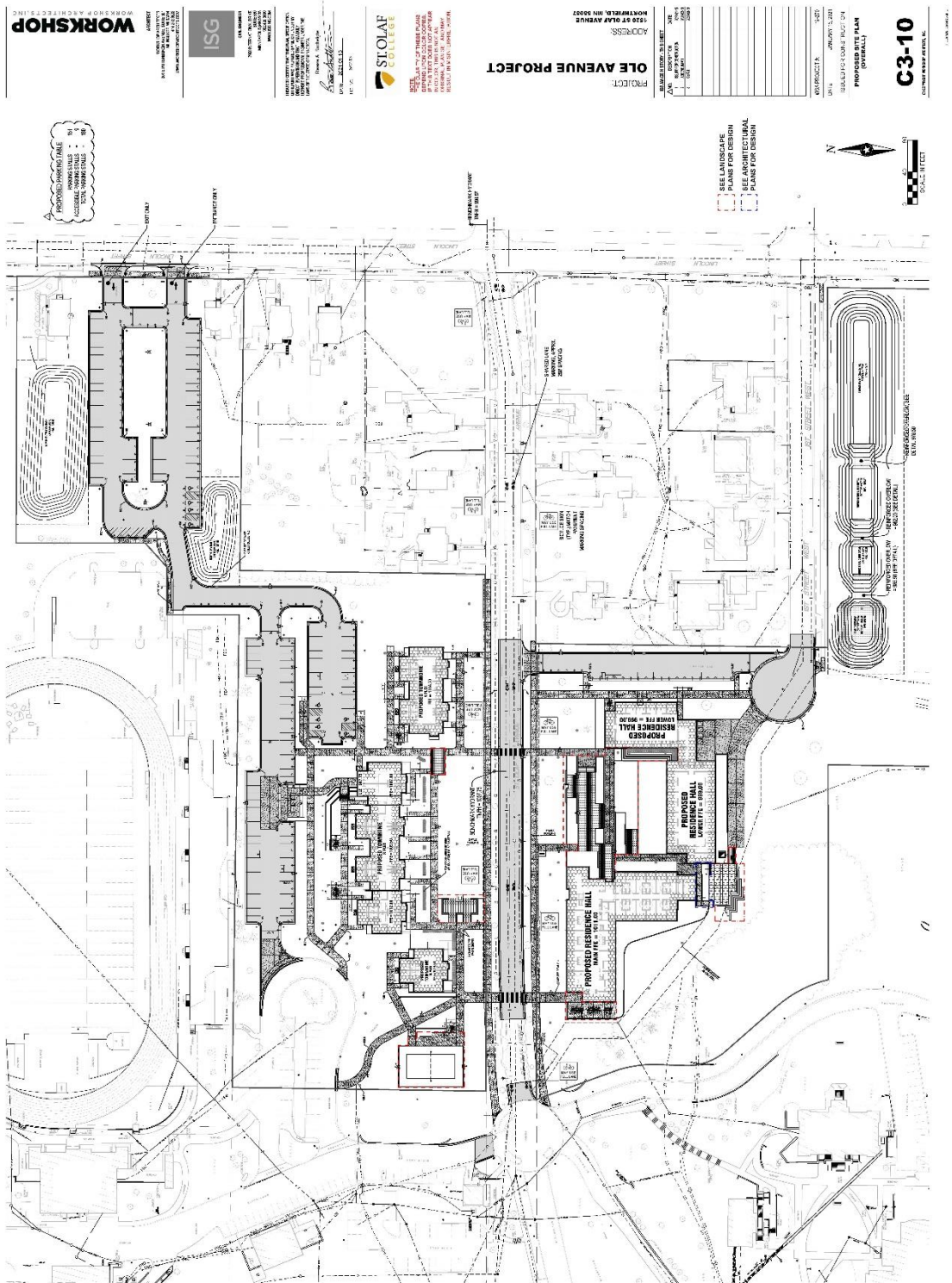


### **Existing Site & Removal Plan (Overall) (C2-10)**



# EXHIBIT G

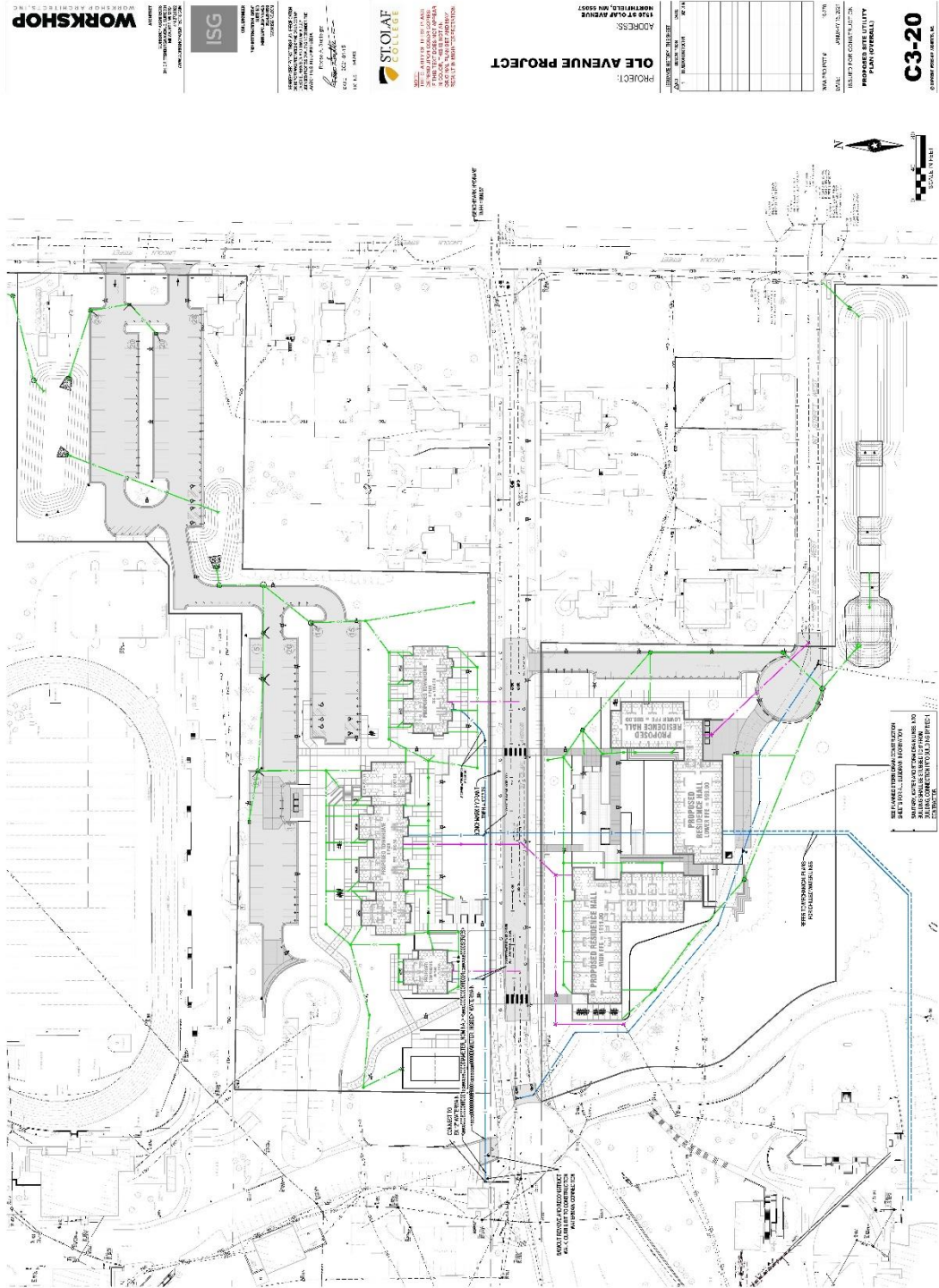
## Proposed Site Plan (Overall) (C3-10)





# EXHIBIT H

## Proposed Site Utility Plan (Overall) (C3-20)

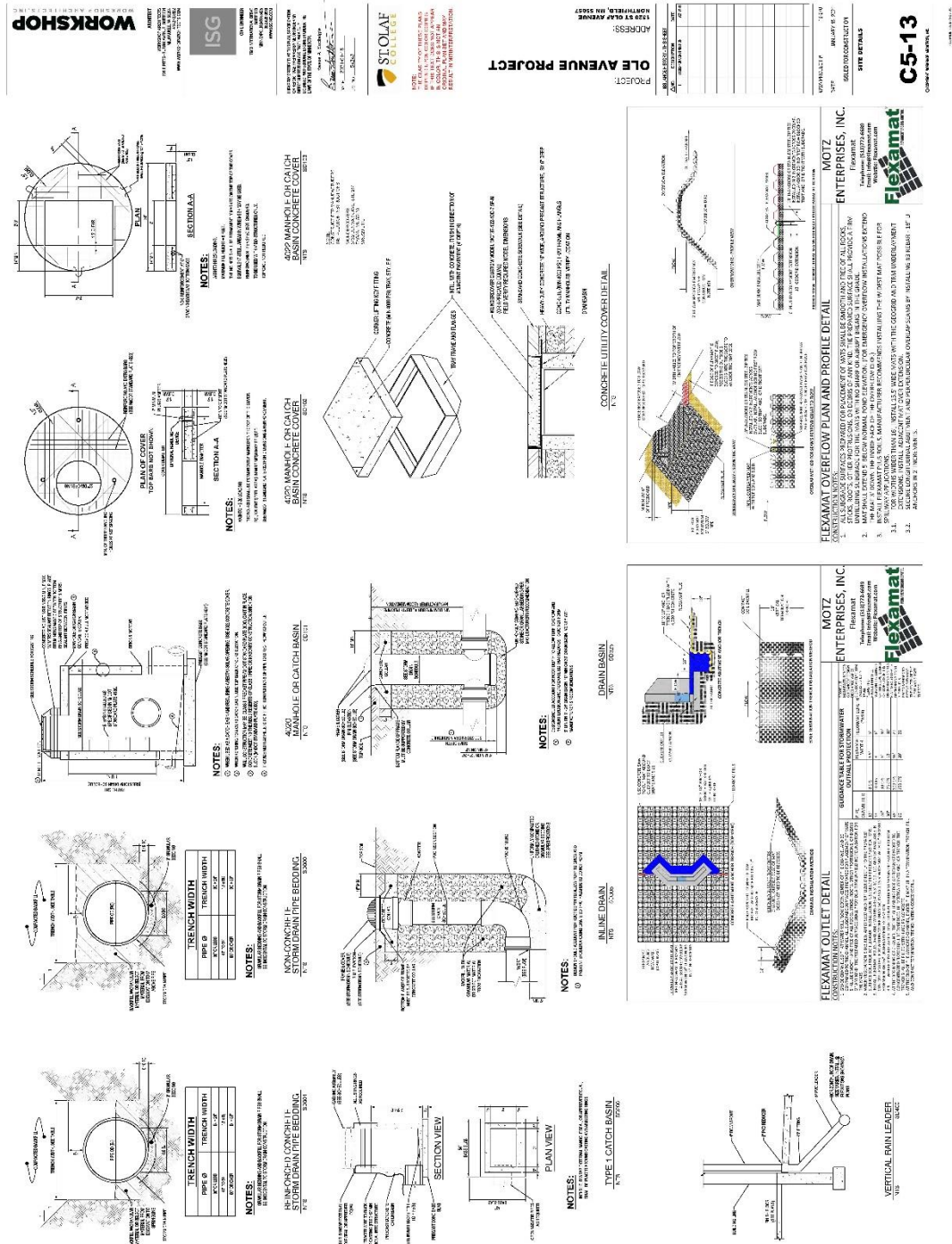


### Grading Plan (C4-10)





### Site Details (C5-13 – C5-16)



**WORKSHOP ARCHITECTS, LLC**

ARCHITECT  
1000 N. 10TH AVE., SUITE 100  
NORTHFIELD, MN 55057  
TEL: 763.433.1111  
WWW.WORKSHOPARCHITECTS.COM

**ISG**

INTEGRATED SITE GROUP  
1000 N. 10TH AVE., SUITE 100  
NORTHFIELD, MN 55057  
TEL: 763.433.1111  
WWW.ISG-ARCHITECTS.COM

**STOLAF COLLEGE**

1000 N. 10TH AVE., SUITE 100  
NORTHFIELD, MN 55057  
TEL: 763.433.1111  
WWW.STOLAF-COLLEGE.COM

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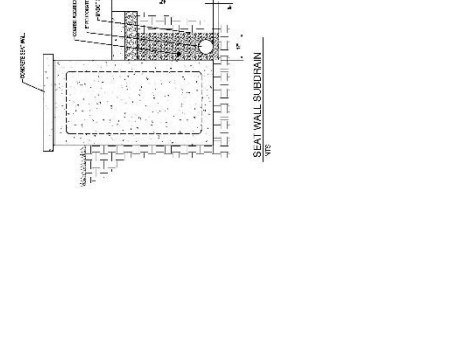
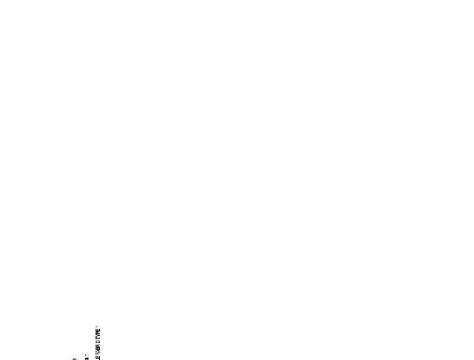
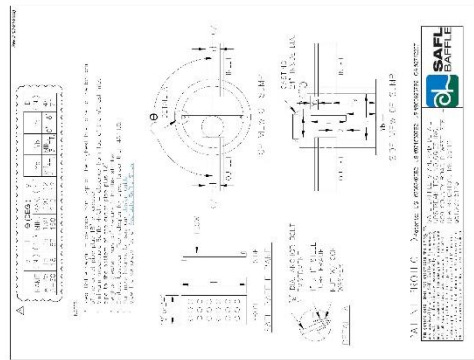
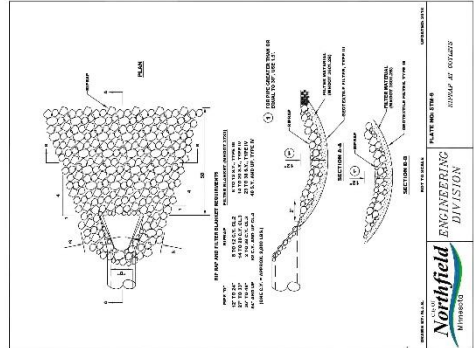
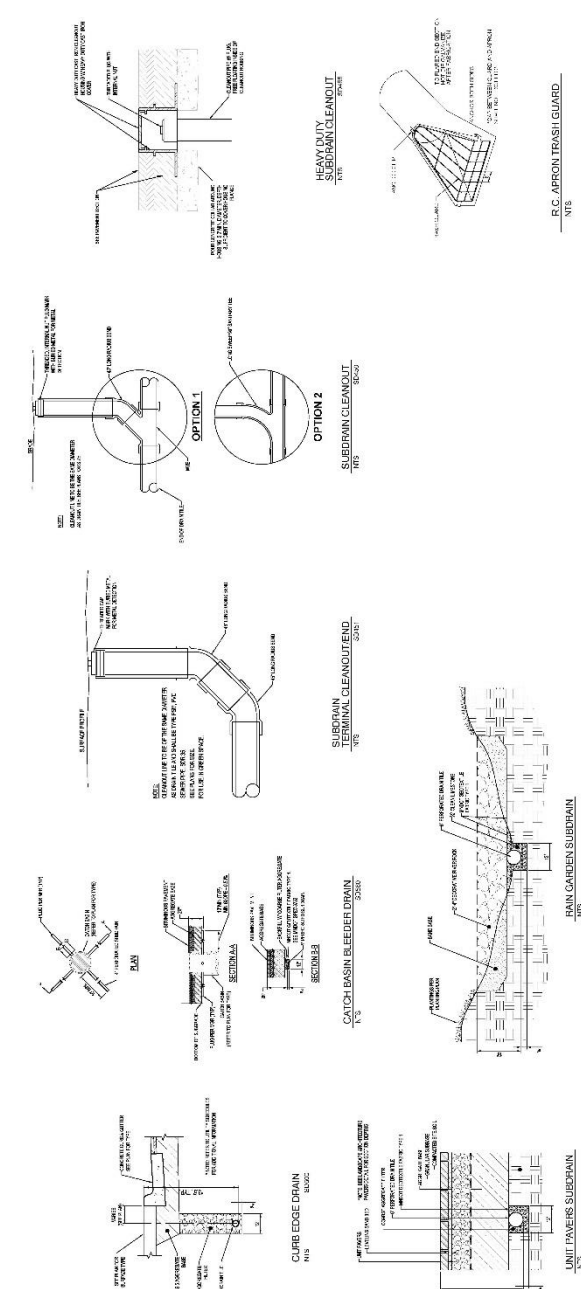
**OLE AVENUE PROJECT**

PROJECT: OLE AVENUE PROJECT  
ADDRESS: 1000 N. 10TH AVE., SUITE 100  
NORTHFIELD, MN 55057

NO.	REVISION	DATE
1	ISSUED FOR CONSTRUCTION	JANUARY 19, 2021
2	REVISED	
3	REVISED	
4	REVISED	
5	REVISED	
6	REVISED	
7	REVISED	
8	REVISED	
9	REVISED	
10	REVISED	

**C5-14**

CONCRETE PAVING DETAILS











**EXHIBIT K**  
**Maintenance Plan**

## Post Construction Stormwater Management Maintenance Agreement

St. Olaf College as "Owner" of the property described below, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continue serving the intended functions in perpetuity.

Through this Agreement, the Owner hereby subjects this property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the stormwater management practice(s) and drainage easements identified in this agreement.
2. Upon written notification by the City of Northfield or their designee, the Titleholder shall, at their own cost and within a reasonable time period determined by the City of Northfield, have an inspection of the stormwater management practice conducted by a qualified professional, file a report with the City of Northfield and complete any maintenance or repair work recommended in the report. The Titleholder shall be liable for the failure to undertake any maintenance or repairs.
3. In addition, and independent of the requirements under paragraph 2 above, the City of Northfield is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in this Agreement. The City of Northfield may require work to be done which differs from the report described in paragraph 2 above, if the City of Northfield reasonably concludes that such work is necessary and consistent within the intent of this agreement. Upon notification by the City of Northfield of required maintenance or repairs, the Titleholder shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Northfield.
4. If the Titleholder does not complete an inspection under paragraph 2 above or required maintenance or repairs under paragraph 3 above within the specified time period, the City of Northfield is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency maintenance or repairs.
5. 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 Northfield shall have the sole authority to modify this agreement upon a 30-day notice to the current Titleholder.

Dated this \_\_\_\_ day of \_\_\_\_\_,

Owner:

---

(Owner's Signature)

---

(Owner's Typed Name)

**Acknowledgements**

State of Minnesota:

County of Rice

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

---

(Name)

Notary Public, Rice County, MN

My Commission expires: \_\_\_\_\_

This document was drafted by:

---

(Name and Address of Drafter)

Approved for Recording: \_\_\_\_\_

(Initials of Municipal Staff)

## **Stormwater Management Maintenance Plan**

### **OLE Avenue Project – St. Olaf Ave Townhome & Residence Hall**

#### **Northfield, MN**

This document will provide direction for performing an inspection and any necessary maintenance of stormwater management practices. It is the responsibility of the property owner to perform the inspections of the stormwater management practices and to perform maintenance as needed. This maintenance plan provides a map of the site which identifies all applicable maintenance areas as well as a copy of the Post Construction Stormwater Management Maintenance Agreement.

#### **The Inspection Process**

Below are the inspection checklists to be completed on a scheduled interval stated on each checklist by the property owner or an assigned subcontractor. Refer to the Site Map in the preceding Exhibit (Exhibit A) for item identification.

#### **Perform Necessary Maintenance**

After performing the inspection process, any required maintenance must be promptly performed by the property owner or an assigned subcontractor. The primary site access for maintaining the Stormwater Management Practices is identified in Appendix A.

All clippings and removed sediment must be disposed of according to applicable regulations. Soil should be tested for contamination prior to performing any pond remediation work.

It is assumed that maintenance will consist of a combination of labor and equipment use to accomplish tasks ranging from pond sediment removal to trash cleanup.

#### **Record Keeping**

It is the responsibility of the property owner to maintain accurate inspection and maintenance records, regardless of changes in property ownership.

#### **Annual Compliance Reporting**

The property owner is required to send copies of the completed inspection and maintenance records to the City on an annual basis.

#### **City Inspection and Maintenance**

If at any point the property owner falls behind on the required inspections or maintenance, the City will perform an inspection at the cost of the property owner after sending a notice. If emergency maintenance is required and deemed necessary by the City, the City will perform the necessary maintenance at the property owner's cost.

It is important to remember that the property owner is the party responsible for the inspection, maintenance, and the record keeping, and this responsibility should not be assumed to the City.

**BMP Inspection Schedule and Checklist**

**Stormwater Management Maintenance Schedule and Inspection Checklist**

Facility ID: Ole Avenue Project - St. Olaf College Townhomes & Residence Hall

Location: Northfield, MN

Date:

Time:

Weather Conditions:

Inspector(s):

Inspector(s) Signature:

## BMP Inspection Schedule and Checklist

A. North Filtration Basin		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
1. Maintenance access to facility																						
2. Excessive sediment accumulation exceeding 6"																						
3. Abnormally high or low water levels																						
a. 48 hour drawn down time met?																						
b. Evidence of poor filtration. Standing water?																						
4. Is there evidence of pollution entering pond? Y/N. Where?																						
5. Berms/embankments																						
a. Cracking, bulging, or sloughing																						
b. Soft spots or sinkholes																						
c. Evidence of erosion																						
d. Evidence of animal burrows																						
e. Presence of woody vegetation																						
6. Outlet control structure(s)																						
a. Maintenance access to structure																						
b. Structural condition																						
c. Condition of joints																						
d. Trash/debris accumulation																						
7. Pond drain/underdrain system																						
a. Functioning																						
b. Clogging																						
c. Evidence of broken pipes																						
8. Vegetation																						
a. Plant composition consistent with approved plans																						
b. Presence of invasive species/weeds																						
c. Dead vegetation/exposed soil																						
d. Is reinforcement planting recommended? Y/N																						

Note: All items associated with the Facility shall be inspected twice a year or as otherwise noted. Once in early Spring and once in late Fall.

## BMP Inspection Schedule and Checklist

B. North Dry Basin		Note: All items associated with the Facility shall be inspected twice a year or as otherwise noted. Once in early Spring and once in late Fall.	
1 = Good Condition		2021	
2 = Acceptable, Item on Watch		2022	
3 = Item Requires Maintenance Within the Year		2023	
4 = Failed Item, Requires Immediate Maintenance		2024	
		2025	
		2026	
		2027	
		2028	
		2029	
		2030	
		2031	
		2032	
		2033	
		2034	
		2035	
		2036	
		2037	
		2038	
		2039	
		2040	
		2041	

- Maintenance access to facility
- Excessive sediment accumulation exceeding 6"
- Abnormally high or low water levels
- Is there evidence of pollution entering pond? Y/N. Where?
- Berms/embankments
  - Cracking, bulging, or sloughing
  - Soft spots or sinkholes
  - Evidence of erosion
  - Evidence of animal burrows
  - Presence of woody vegetation
- Vegetation
  - Plant composition consistent with approved plans
  - Presence of invasive species/weeds
  - Dead vegetation/exposed soil
  - Is reinforcement planting recommended? Y/N
- Outlet
  - Evidence of trash/debris/sediment acculation at outlet
  - Evidence of erosion at/around outlet



## BMP Inspection Schedule and Checklist

C. South Tiered Filtration Basin		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
1.	Maintenance access to facility																					
2.	Excessive sediment accumulation exceeding 6"																					
3.	Abnormally high or low water levels																					
	a. 48 hour drawn down time met?																					
	b. Evidence of poor filtration. Standing water?																					
4.	Is there evidence of pollution entering pond? Y/N. Where?																					
5.	Berms/embankments																					
	a. Cracking, bulging, or sloughing																					
	b. Soft spots or sinkholes																					
	c. Evidence of erosion																					
	d. Evidence of animal burrows																					
	e. Presence of woody vegetation																					
6.	Outlet control structure(s)																					
	a. Maintenance access to structure																					
	b. Structural condition																					
	c. Condition of joints																					
	d. Trash/debris accumulation																					
7.	Pond drain/underdrain system																					
	a. Functioning																					
	b. Clogging																					
	c. Evidence of broken pipes																					
8.	Vegetation																					
	a. Plant composition consistent with approved plans																					
	b. Presence of invasive species/weeds																					
	c. Dead vegetation/exposed soil																					
	d. Is reinforcement planting recommended? Y/N																					

Note: All items associated with the Facility shall be inspected twice a year or as otherwise noted. Once in early Spring and once in late Fall.



## BMP Inspection Schedule and Checklist

D. South Tiered Basin - Forebay		Note: All items associated with the Facility shall be inspected twice a year or as otherwise noted. Once in early Spring and once in late Fall.	
1 = Good Condition	2 = Acceptable, Item on Watch	3 = Item Requires Maintenance Within the Year	4 = Failed Item, Requires Immediate Maintenance
1. Maintenance access to facility			
2. Excessive sediment accumulation exceeding 6"			
3. Abnormally high or low water levels			
a. Drawn down?			
4. Is there evidence of pollution entering pond? Y/N. Where?			
5. Berms/embankments			
a. Cracking, bulging, or sloughing			
b. Soft spots or sinkholes			
c. Evidence of erosion			
d. Evidence of animal burrows			
e. Presence of woody vegetation			
6. Pond drain/hiddenbottom system			
a. Functioning			
b. Clogging			
c. Evidence of broken pipes			
7. Vegetation			
a. Plant composition consistent with approved plans			
b. Presence of invasive species/weeds			
c. Dead vegetation/exposed soil			
d. Is reinforcement planting recommended? Y/N			

## BMP Inspection Schedule and Checklist

E. Inlets		Note: All items associated with the Facility shall be inspected twice a year. Once in early Spring and once in late Fall.																					
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
1.	Inlets provide stable conveyance into facility																						
2.	Excessive trash/debris/sediment accumulation at inlet																						
3.	Evidence of erosion at/around inlet																						
4.	SAFL Baffle condition/secure																						

F. Outlets		Note: All items associated with the Outlets shall be inspected twice a year. Once in the early Spring and once in late Fall.																					
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
1.	Outlets provide stable conveyance from the facility																						
2.	Excessive trash/debris/sediment accumulation at outlet																						
3.	Evidence of erosion at/around outlet																						

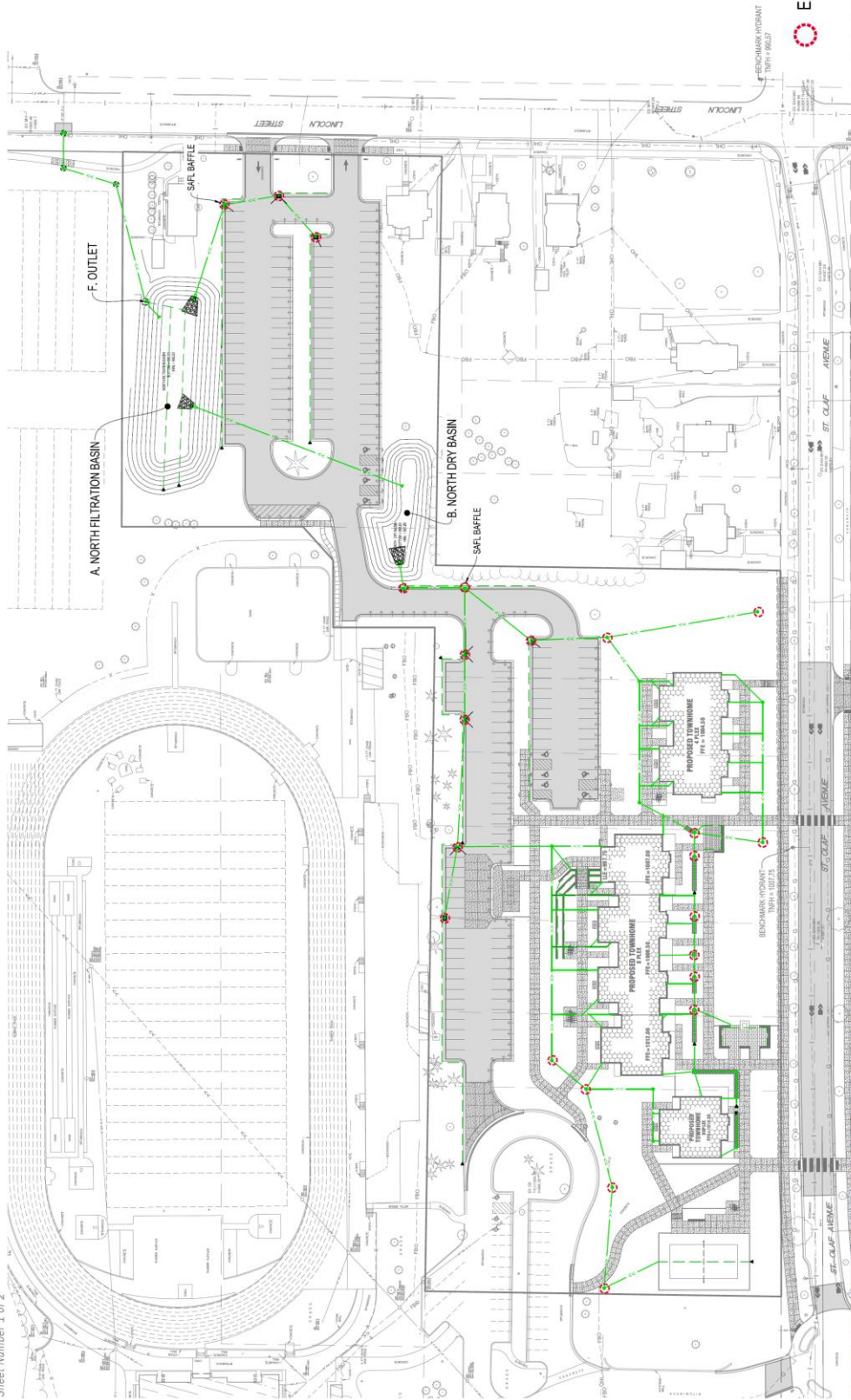
  

G. Miscellaneous		Note: All miscellaneous items shall be inspected annually or as otherwise noted.																					
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
1.	Complaints from local residents																						
2.	Mosquito/insect problems																						
3.	Encroachment on facility or easement by buildings or other structures																						
4.	Adequate safety signage																						

## BMP Inspection Schedule and Checklist

[illegible]

Sheet Number 1 of 2



# EXHIBIT A - SITE PLAN (NORTH TOWNHOMES)



Architecture + Engineering + Environmental + Planning

CAD FILE NAME 2000 SITE PLAN SITE PLAN

OLE AVENUE PROJECT  
NORTHFIELD, MN - 2/9/21  
ESG PROJECT NO. 20-23959

ISSIInc.com



E. INLETS

BENCHMARK HYDRAUNT  
TYPH + 982.57

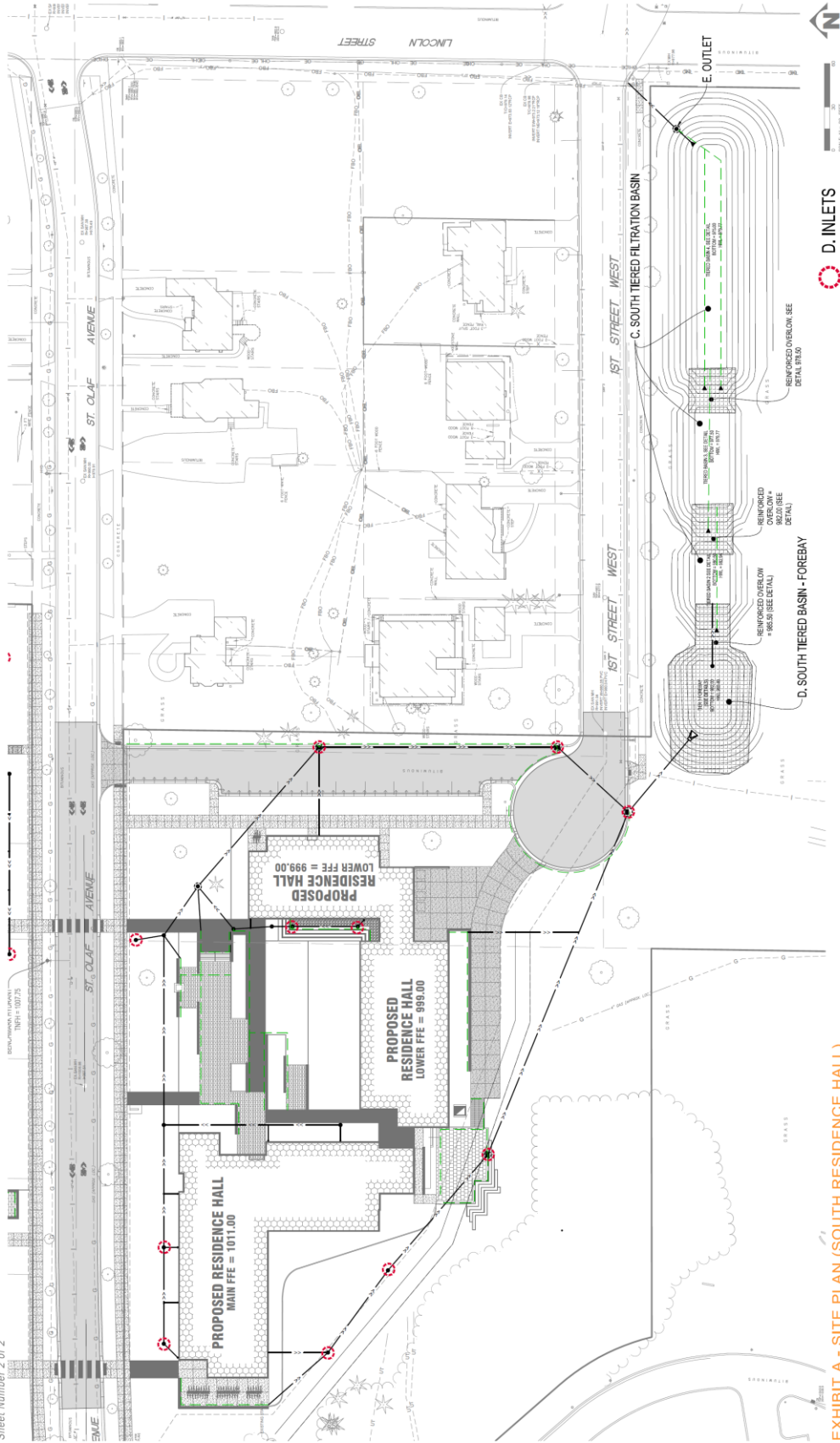


EXHIBIT A - SITE PLAN (SOUTH RESIDENCE HALL)

ISG

Architecture + Engineering + Environmental + Planning

CAD FILE NAME: 2008 STORM DAM DET PLAN

OLE AVENUE PROJECT

ISSUE NO. 1

ISS PROJECT NO. 20-20959

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