

Storm Water Management Practice Maintenance Agreement

Document Number

Habitat for Humanity of Waukesha, as “Owner” of the property described below, in accordance with Chapter 32 City of Waukesha Storm Water Management and Erosion Control, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by the City of Waukesha, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Waukesha of Storm Water and Erosion Control Permit termination, as described below.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – WAKC1304206)

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

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water and Erosion Control Permit termination by the City of Waukesha in accordance with Chapter 32 of the City Code of Ordinances.
2. After Storm Water and Erosion Control Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Owner(s) shall, at their own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file the reports with the City of Waukesha after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the Contractor, the qualified professional shall verify that the work was properly completed and submit the follow-up report to the City within 30 days.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Waukesha, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Waukesha may require work to be done which differs from the report described in paragraph 3 above, if the City of Waukesha reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Waukesha of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Waukesha is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Waukesha, no notice shall be required prior to the City of Waukesha performing emergency maintenance or repairs. The City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.

6. 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 Waukesha shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this ____ day of _____, 2022.

Owner:

(Owners Signature)
Melissa Songco, Chief Executive Officer

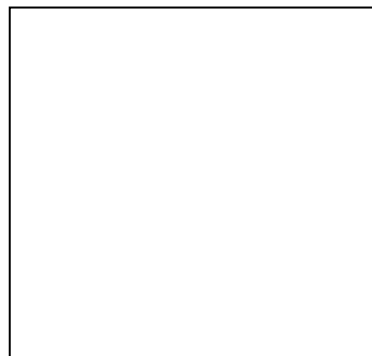
Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 2022, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires: _____.

This document was drafted by:
John Ferris, PE
524 Bluemound Rd
Waukesha, WI 53188



City of Waukesha Common Council Approval

Dated this ___ day of _____, 2022.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2022, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires: _____.

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: **Habitat for Humanity of Waukesha Aeroshade Subdivision**

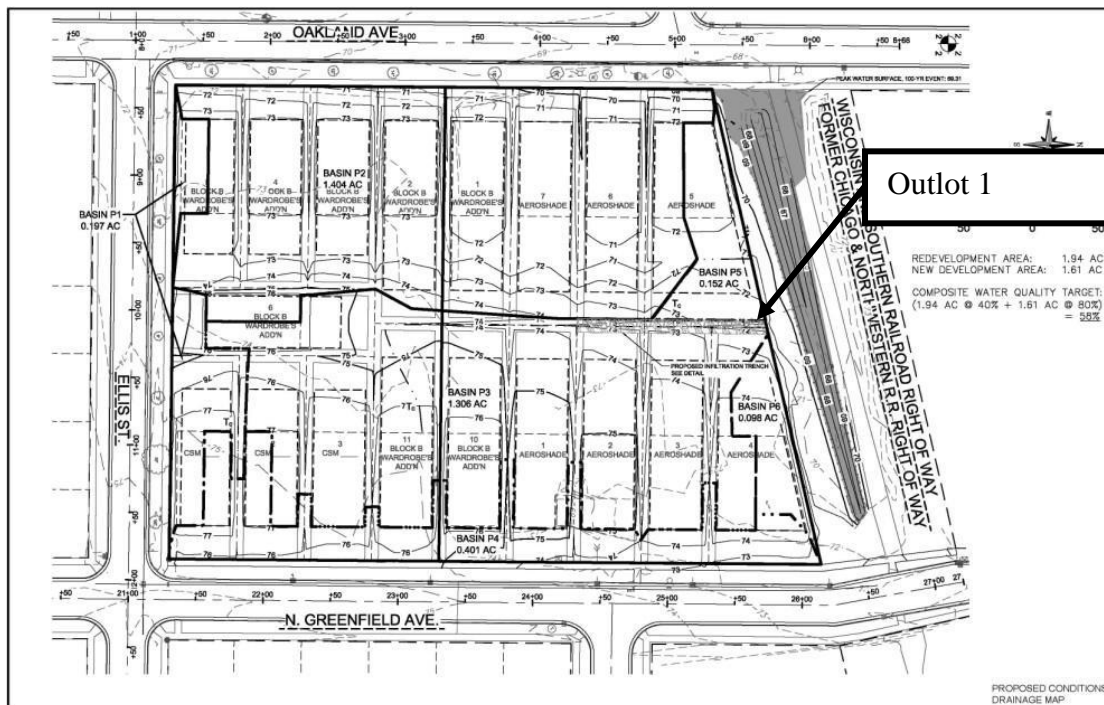
Acres: **3.53**

Date of Recording:

Map Produced By: **Jahnke & Jahnke Associates, Inc.**

Legal Description: AEROSHADE SUBDIVISION being a subdivision of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 2, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Southwest corner of the Southeast Quarter (SE ¼) of said Section 2 being marked by a concrete monument with brass cap; thence North 00°42'53" East 1350.56 feet along the west line of said Southeast Quarter (SE ¼); thence South 89°12'05" East 37.40 feet to the east right-of-way line of Oakland Avenue and the place of beginning of the lands herein described; thence North 00°27'22" East 397.94 feet along the east right-of-way line of Oakland Avenue to the northwest corner of the Plat of Wardrobes Addition to Village of Waukesha (now City); thence continuing North 77°04'20" East 361.49 feet along the south right-of-way line of the former Chicago & Northwestern Railroad Right-of-way (now Wisconsin and Southern Railroad Right-of-way) to the West Right-of-way line of N. Greenfield Avenue; thence South 00°29'12" West 483.72 feet to the North right-of-way line of Ellis Street; thence North 89°12'05" West 351.42 feet along the North Right-of-way line of Ellis Street to the place of beginning. Containing a net area of 954,966 square feet or 21.923 acres of Land

Habitat for Humanity of Waukesha Aeroshade Subdivision



Outlot 1: The infiltration trench is located in Outlot 1, which is exclusively for drainage purposes. Each lot owner will have a 1/18 ownership of the Outlot.

Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include one infiltration trench and seven grassy swales. The infiltration trench is located in Outlot 1 of the subdivision plat, as noted in Exhibit A. The grassy swales are located along property lines.

Subdivision Name: Habitat for Humanity of Waukesha Aeroshade Subdivision
Storm water Practices: Infiltration Trench, Grassy swales (7)
Location of Practices: Infiltration Trench in Outlot 1, Grassy Swales are in drainage easements
Owners of Outlot 1: Each lot owner shall have equal (1/18) undividable interest in Outlot 1

Figure 1
Plan View of Storm Water Practices

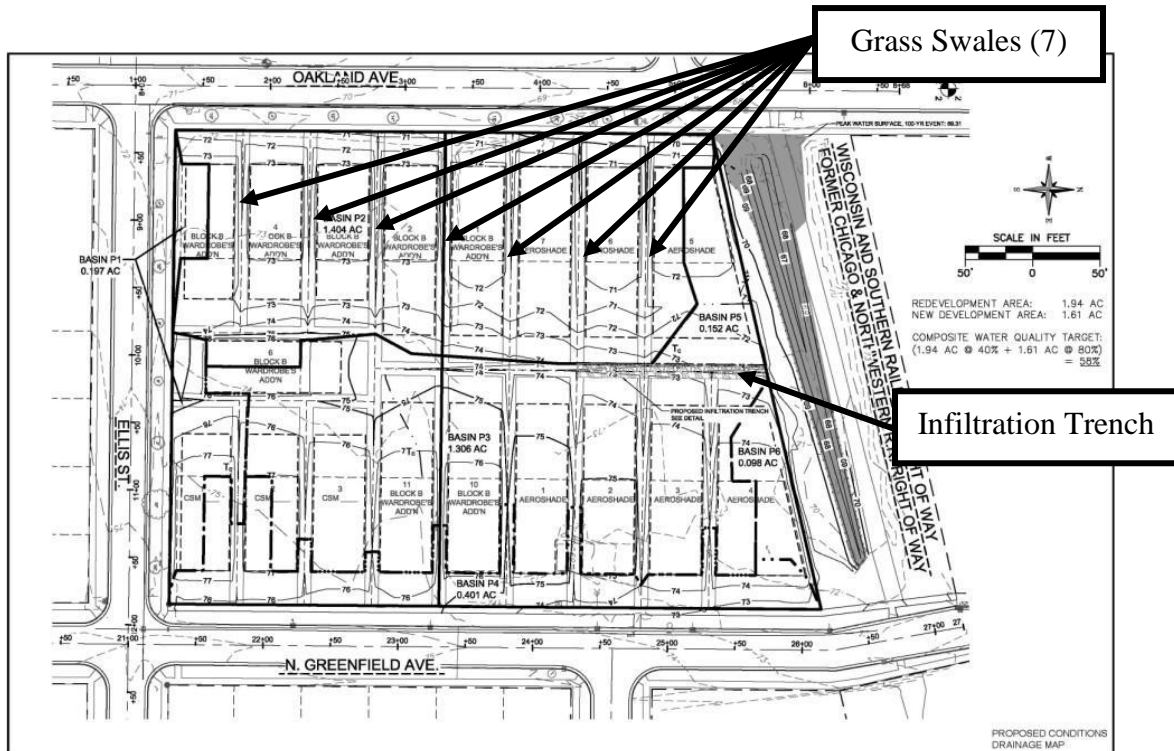


Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Waukesha.

System Description:

Infiltration trenches are designed to reduce runoff volumes from a site after development by intercepting the runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. The drainage area served by the infiltration trench is 1.3 acres.

“As-built” construction drawings of the trench, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Waukesha accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

1. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
2. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
3. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the attention of the City Engineer at the City of Waukesha Engineering Department on January 10th and July 10th each year.
4. The infiltration trench should be inspected after each heavy rain, but at a minimum of once per year. If the trench is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reconstructed. The first step would be to remove the top four inches of the one washed stone to the geotextile fabric. Verify that the sediment issue is within the top inches and not into the two-inch washed stone area. If sediment is only within the top four inches, insure that the geotextile fabric is in good condition, remove all sediment and install clean one inch washed stone. If the sediment has entered the two-inch washed stone area, the affected two inch washed stone and sediment is to be removed and replaced with clean two inch washed stone. Insure that the geotextile fabric is in good condition and if not, replace the fabric. The reconstructed cross section shall match the cross section on the approved construction drawings.
 - If the inspection shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates.
5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of the infiltration trench to prevent soil compaction. Soil compaction will reduce the infiltration rate and may cause failure of the trench.
6. The infiltration trench must be inspected annually and any trees, grass or weeds removed.
7. The overflow area shall be inspected to insure that erosion is not occurring due to the runoff over the trench. Any erosion shall be repaired using topsoil, seed and erosion mat or sod.

Addendum 1
Storm Water Management Practice
Maintenance Agreement

The purpose of this addendum is to record verified “as-built” construction details, supporting design data and permit termination documentation for the storm water management practice(s) located on Outlot 1 of the Aeroshade Redevelopment, described as being all that part of the Southeast Quarter (SE ¼) of Section 2, Township 6N, Range 19E (City of Waukesha) Waukesha County, Wisconsin. This document shall serve as an addendum to document # _____, herein referred to as the “Maintenance Agreement”. This addendum includes all of the following exhibits:

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the wet detention basin.

Exhibit E: As-built Survey – shows detailed “as-built” cross-section and plan view of the wet detention basin.

Exhibit F: Engineering/Construction Verification – provides verification from the project engineer that the design and construction of the wet detention basin complies with all applicable technical standards and Waukesha County ordinance requirements.

Exhibit G: Storm Water Management & Erosion Control Permit Termination – provides certification by the City of Waukesha that the Storm Water and Erosion Control Permit for the above noted site has been terminated.

Dated this ____ day of _____, 2022.

Owner:

[Owners Signature – per the Maintenance Agreement]

[Owners Typed Name]

Name and Return Address

Parcel Identification Number(s) – (PIN)

Acknowledgements

State of Wisconsin County of Waukesha

Personally came before me this ____ day of _____, 2022, the above named [Owners name] to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]

Notary Public, Waukesha County, WI

My commission expires: _____.

This document was drafted by:

John Ferris, P.E.
Jahnke & Jahnke Associates LLC
524 Bluemound Rd
Waukesha, WI 53188



Exhibit D Design Summaries for Infiltration Trench

Project Identifier: Aeroshade Redevelopment **Project Size:** 3.54 Acres **No. of Lots:** 18
Number of Runoff Discharge Points: 1 **Watershed (ultimate discharge):** Fox River
Watershed Area (including off-site runoff traveling through project area): 1.32 acres

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design wet detention basin.

Summary Data Elements	Subwatershed A		Subwatershed B	
	Pre-develop	Post-develop	Pre-develop	Post-develop
Watershed Areas (<i>in acres</i>) (see attached map)	1.00 acres	1.32 acres		
Average Watershed Slopes (%)	1-4%	1-4%		
Land Uses (% of each)	80% Industrial 20% Grass	100% Residential		
Runoff Curve Numbers	RCN = 91	RCN = 86		
Conveyance Systems Types	Sheet flow and concentrated flow	Sheet flow and concentrated flow		
Summary of Average Conveyance System Data	Sheet flow and concentrated flow	Sheet flow and concentrated flow		
Time of Concentration (<i>T_c</i>)	15.4 Minutes	15.8 Minutes		
25% of 2-yr 24-hr Runoff Volume	0.037 ac-ft	0.039 ac-ft		
1-yr 24-hr Runoff Volume	0.126 ac-ft	0.128 ac-ft		
2-yr./24 hour Peak Flow	2.25 cfs	2.35 cfs		
10-yr./24 hour Peak Flow	3.71 cfs	4.22 cfs		
100-yr./24 hour Peak Flow	5.49 cfs	6.58 cfs		

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design wet detention basin.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subwatershed A)	1.32 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 100 feet
Wellhead protection area involved?	No
Ground slope at site of proposed trench	average 1.5%
Any buried or overhead utilities in the area?	Yes
Proposed outfall conveyance system/discharge (w/ distances)	Channel to Railroad Ditch 20'
Any downstream roads or other structures? (describe)	Yes, culverts under roads
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes
Average soil texture at pond bottom elevation (USDA)	S
Distance from pond bottom to bedrock	> 10'
Distance from pond bottom to seasonal water table	> 5'
General basin design data (see attached detailed drawings):	
Permanent pool surface area	None (Infiltration Trench)
Design permanent pool water surface elevation	elev. 68.9 bottom
Top of berm elevation (after settling) and width	elev. 73.5 / width varies
Length/width	140 ft. (L) x 10 ft. (W)
Safety shelf design (length, grade, max. depth)	None (Infiltration Trench)
Ave. water depth (minus safety shelf/sediment)	None (Infiltration Trench)
Sediment forebay size & depth	None, Grassy Swales
Sediment storage depth & design maintenance	None (Infiltration Trench)

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev.	Outflow Control Structures*
0.13 ac-ft 1-yr./24 hr. (volume)	1.05 cfs	71.46 ft.	1,725 cf	#1
29.30 cfs (Post 2-yr./24 hr. peak)	1.86 cfs	71.48 ft.	1,760 cf	#1
46.61 cfs (Post 10-yr./24 hr. peak)	4.02 cfs	71.54 ft.	1,835 cf	#1
83.73 cfs (Post 100-yr./24 hr. peak)	6.37 cfs	71.59 ft.	1,903 cf	#1

* #1 = 10' wide broad crested weir – flow line elevation 71.40

Exhibit D (continued)

Watershed Map. The watershed map shown below was used to determine the post-development data contained in this exhibit. The post-developed watershed areas are the same as the pre-development watershed areas for this project.

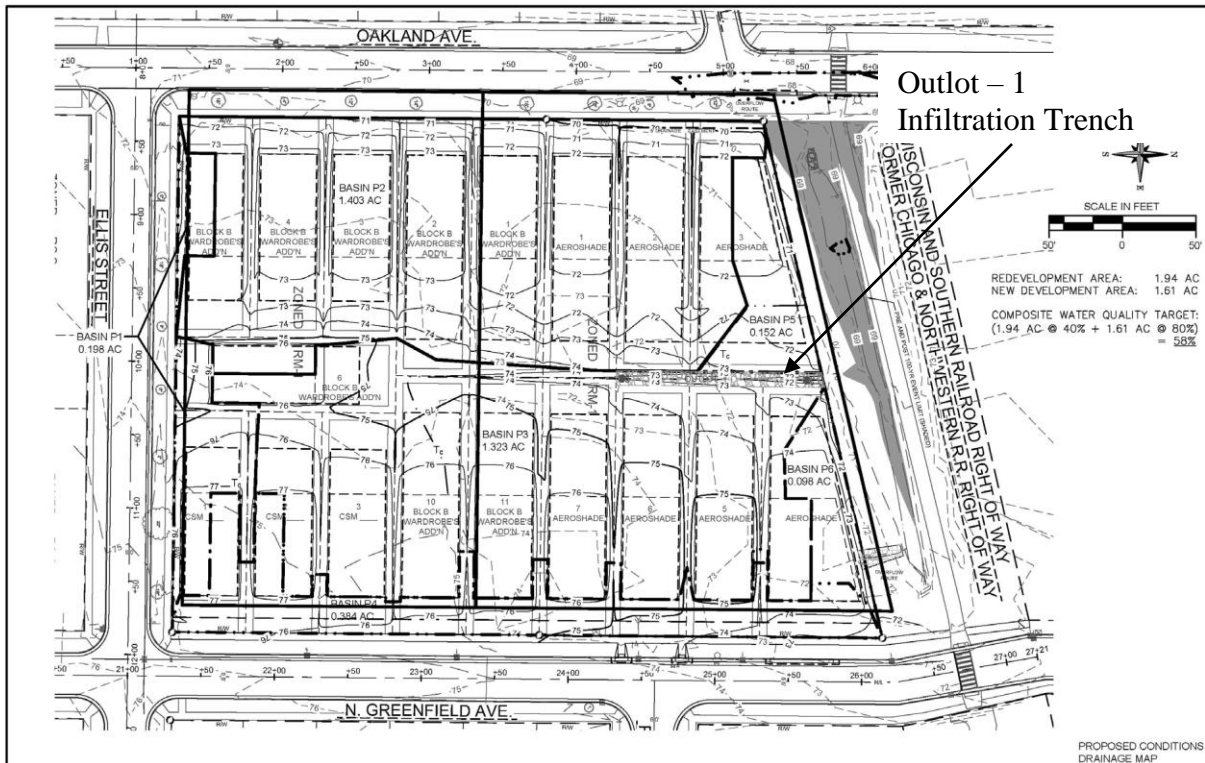
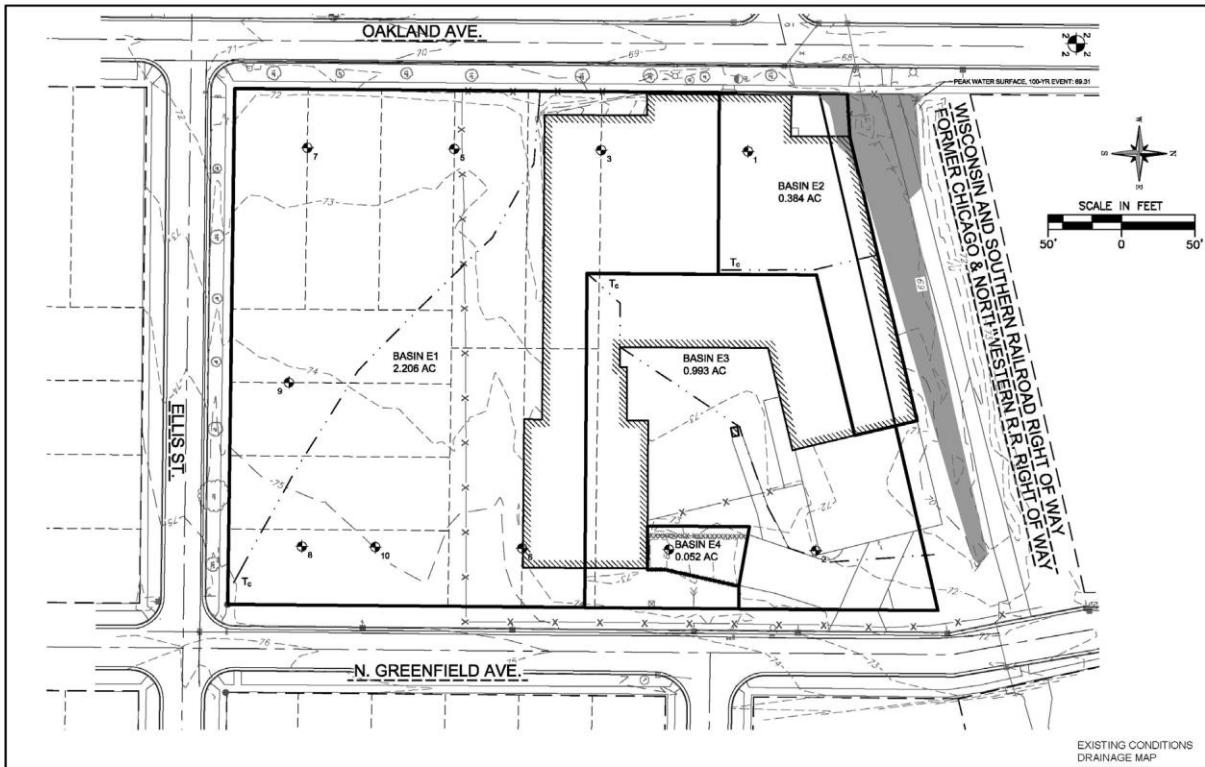


Exhibit E

As-built Survey for Infiltration Trench

The wet detention basin depicted in Figure 1 is a reduced copy of the as-built plan.

Project Identifier: **Aeroshade Redevelopment**

Storm water Practice: **Infiltration Trench**

Location of Practice: **All of Outlot 1 of the Aeroshade Plat**

Owners of Outlot 1: **Each owner of the 18 lots of the redevelopment shall have equal (1/18) undividable interest in Outlot 1.**

Exhibit “F”
Engineering/Construction Verification

DATE: _____

TO: City of Waukesha

FROM: Paul Jenswold, P.E., Jahnke & Jahnke Associates, LLC

RE: Engineering/Construction Verification for the following project:

Project Name: Aeroshade Redevelopment

Section 9 T6N R19E, City of Waukesha

Storm Water Management & Erosion Control Permit # N/A

Storm Water Management Practices: Infiltration Trench

For the above-referenced project and storm water management practices, this correspondence shall serve as verification that: 1) all site inspections outlined in approved inspection plans have been successfully completed; and 2) the storm water management practice design data presented in Exhibit D, and the “as-built” construction documentation presented in Exhibit E comply with all applicable state and local technical standards, in accordance with the City of Waukesha Storm Water Management and Erosion Control Ordinance.

Any design or construction changes from the originally approved construction plans are documented in Exhibits D and E and have been approved by the City of Waukesha.

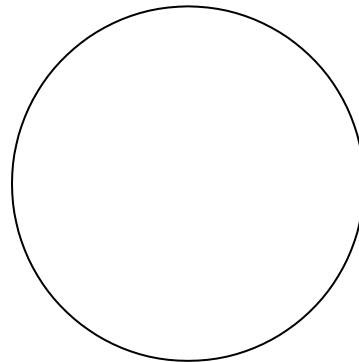


Exhibit G

Storm Water Management and Erosion Control Permit Termination

Project Identifier: Aeroshade Redevelopment

Location: Part of the Southeast Quarter (SW ¼) of Section 2, Township 6N, Range 19E (City of Waukesha)

Storm Water Management and Erosion Control Permit Holder's Name:

Storm Water Management & Erosion Control Permit #: _____

Chapter 32 – City of Waukesha Storm Water Management and Erosion Control requires that all newly constructed storm water management practices be maintained by the Storm Water and Erosion Control Permit Holder until permit termination, after which maintenance responsibilities shall be transferred to the responsible party identified on the CSM and referenced in this Maintenance Agreement.

Upon execution below, this exhibit shall serve to certify that the Storm Water Permit Holder has satisfied all requirements of the Storm Water Management and Erosion Control Ordinance and that the City of Waukesha has terminated the Storm Water Management and Erosion Control Permit for the property covered by this Maintenance Agreement.

Dated this ____ day of _____, 2022.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ____ day of _____, 2022, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]

Notary Public, Waukesha County, WI

My commission expires: _____