

Storm Water Management Practice Maintenance Agreement

Document Number

Airgas LLC 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

PIN: WAKC1329018

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 _____, 201_.

Owner:

(Owners Signature)

Martie Eckstein, Safety Specialist

(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2019, the above named Martie Eckstein 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:

**James B. Leedom, P.E.
The Sigma Group, Inc.
1300 W. Canal Street
Milwaukee, WI 53233**

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ____ day of _____, 201_.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 2019, 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

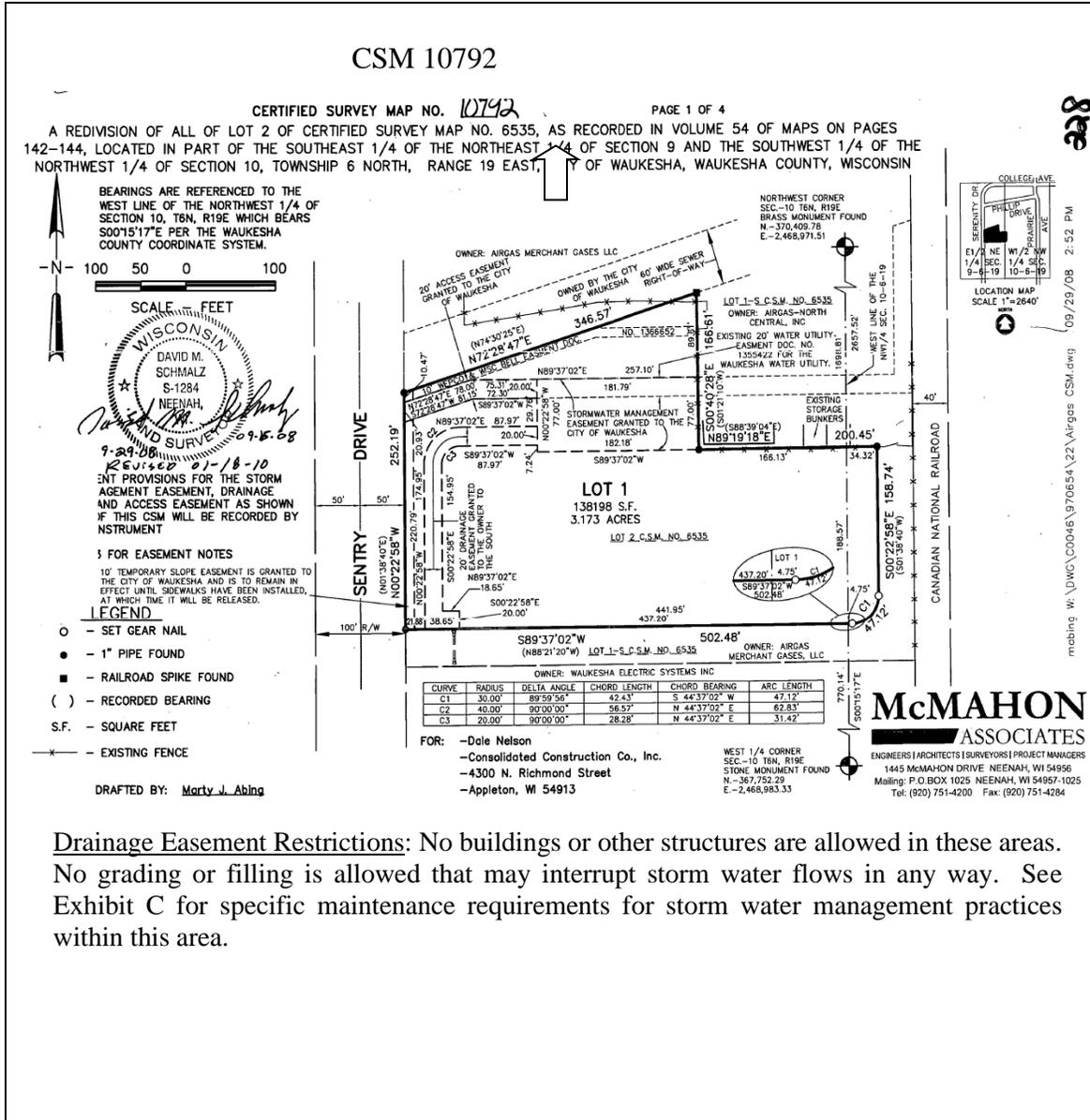
The following description and reduced copy map identify the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: Airgas LLC; 501 Sentry Drive Acres: 3.17

Date of Recording: July 16, 2010

Map Produced By: McMahon Associates

Legal Description: Lot 1 of Certified Survey Map No. 10792 located in part of the Southeast 1/4 of the Northeast 1/4 of Section 9 and the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.



Drainage Easement Restrictions: No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area.

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 site plans, as shown below. The practices include one wet detention basin, drainage swale, and all associated pipes, earthen berms, rock chutes and other components of these practices. The wet detention basin is located within a Stormwater Management Easement granted to the City of Waukesha on Lot 1 of CSM 10792 as shown in Exhibit A.

Facility Name: Airgas LLC
Storm water Practices: Wet Detention Basin, Drainage Swale
Location of Practices: Lot 1 of CSM 10792
Owners of Lot 1: Airgas LLC

Figure 1
Plan View of Storm Water Practices

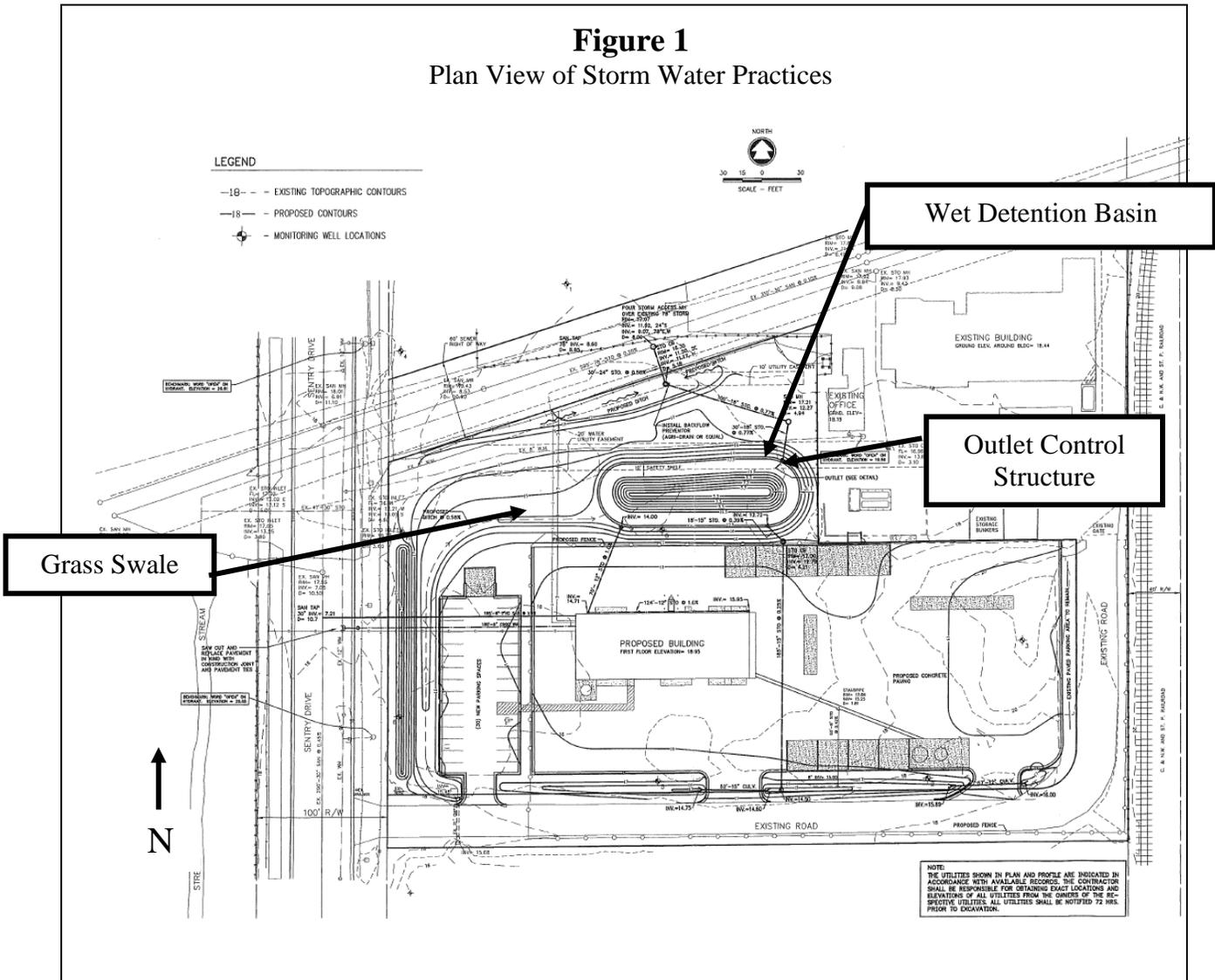


Exhibit C

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:

The wet detention basin is designed to trap 80% of sediment in runoff on an annual basis compared to no controls and maintain pre-development downstream peak flows. Storm water runoff is conveyed to the basin by drainage swales and by storm sewer pipe. The basin discharges through 18 and 24 inch storm sewers to the public 78" storm sewer to the north of the site. Design data for the basin is presented in Exhibit D to this agreement.

The basin was designed to receive runoff from a 21.21 drainage area including 3.06 acres of runoff from onsite and 18.15 acres of off-site drainage from the south and north. During rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 24" standpipe with a 3" orifice. This orifice controls the water level and causes the pond to temporarily rise during runoff events. During high flow events the runoff may overflow through the open top of the 24" standpipe. An "As-built" survey of the basin, showing actual dimensions, elevations, outlet structures, etc. is included in Exhibit E to the document.

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. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the 3-inch orifice and the trash rack on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. 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.
3. 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.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.

9. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
10. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
11. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
12. 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.

Addendum 1
Storm Water Management Practice
Maintenance Agreement

Document number

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 Lot 1 of CSM 10792 described as being located in part of the Southeast ¼ of the Northeast ¼ of Section 9 and the Southwest ¼ of the Northwest ¼ of Section 10, Township 6 North, Range 19 East, 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” 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 _____, 201__.

Owner:

[Owners Signature – per the Maintenance Agreement]

Martie Eckstein

Name and Return Address

Parcel Identification Number(s) – (PIN)

Acknowledgements

State of Wisconsin County of Waukesha

Personally came before me this ____ day of _____, 2019, the above named Martie Eckstein 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:

James B. Leedom, P.E.
The Sigma Group, Inc.
1300 W. Canal Street
Milwaukee, WI 53233

For Certification Stamp

Exhibit D Design Summaries for Wet Detention Basin #1

Project Identifier: Airgas LLC **Project Size:** 3.17 Acres **No. of Lots:** 1
Number of Runoff Discharge Points: 1 **Watershed (ultimate discharge):** Fox River
Watershed Area (including off-site runoff traveling through project area): 21.21 acres (18.15 acres off-site)

Practice Design Summary. The following table summarizes the data used to design wet detention basin #1.

Design Element	Design Data
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.158 acres
Design permanent pool water surface elevation	elev. 12.5
Top of berm elevation (after settling) and width	elev. 17.0
Length/width (dimensions/ratio)	3.2:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.0' deepest
Ave. water depth (minus safety shelf/sediment)	7 ft. (in center)
Sediment forebay size & depth	NA
Sediment storage depth & design maintenance	6 feet

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. (above perm. pool)	Outflow Control Structures*
1-yr./24 hr. Not calculated	Not calculated	Not calculated	Not calculated	
2.06 cfs (Post 2-yr./24 hr. peak)	0.55 cfs	14.62 elev	0.46 acre feet	#1
8.64 cfs (Post 10-yr./24 hr. peak)	3.85 cfs	15.25 ft.	0.71 acre feet	#1 & #2
31.83 cfs (Post 100-yr./24 hr. peak)	14.69 cfs	16.76 ft.	1.49 acre feet	#1 and #2

* #1 = 3 inch orifice in outlet structure with design invert of 12.50
 #2 = 24 inch stand pipe structure with design rim of 15.0

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.

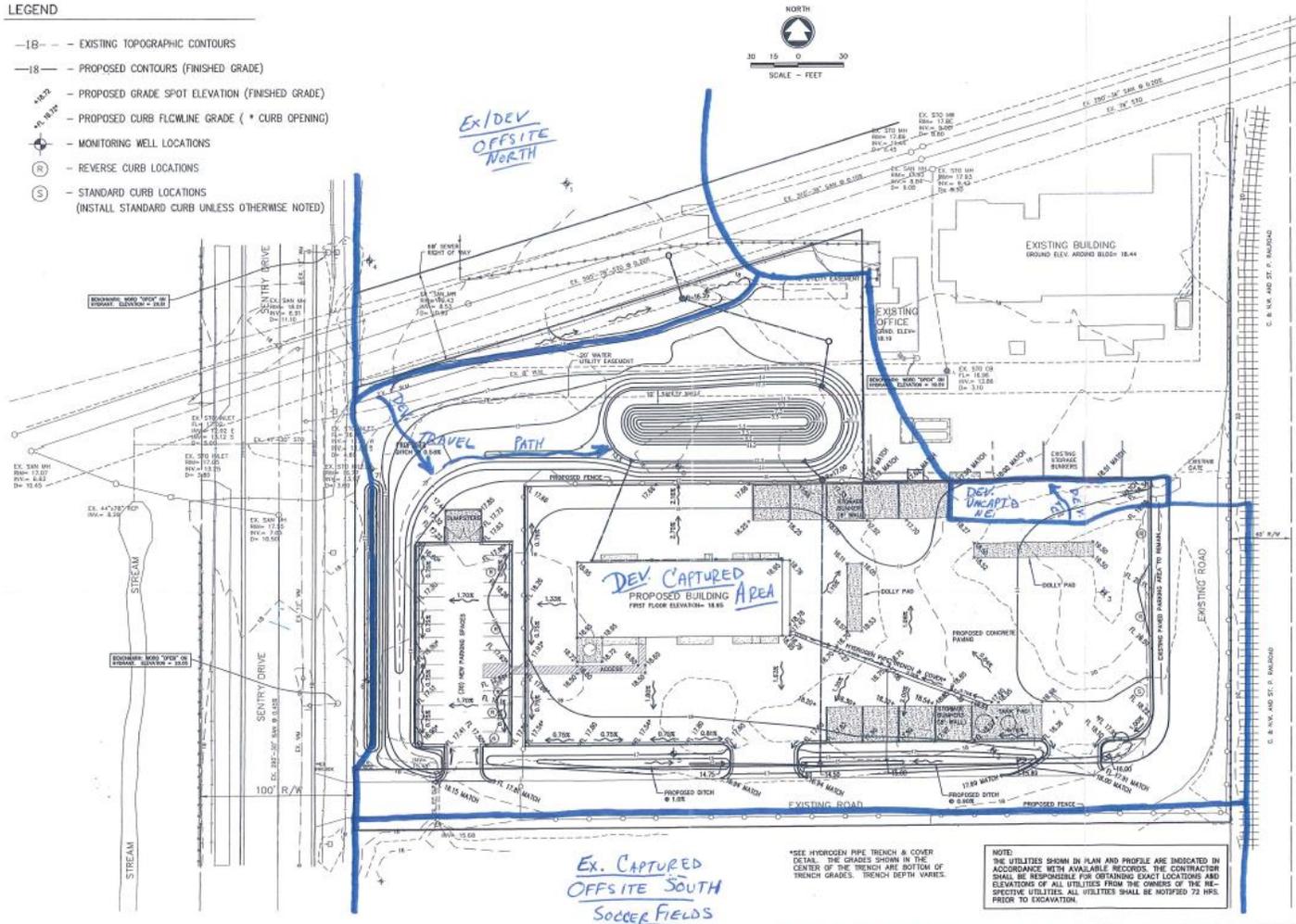


Exhibit E

As-built Survey for Wet Detention Basin

An as-built survey of the basin, prepared on October 10, 2019, is presented below.

Project Identifier: **Airgas LLC**
Storm water Practice: **Wet Detention Basin**
Location of Practice: **Lot 1 of CSM 10792**
Owners of Lot 1: **Airgas LLC**

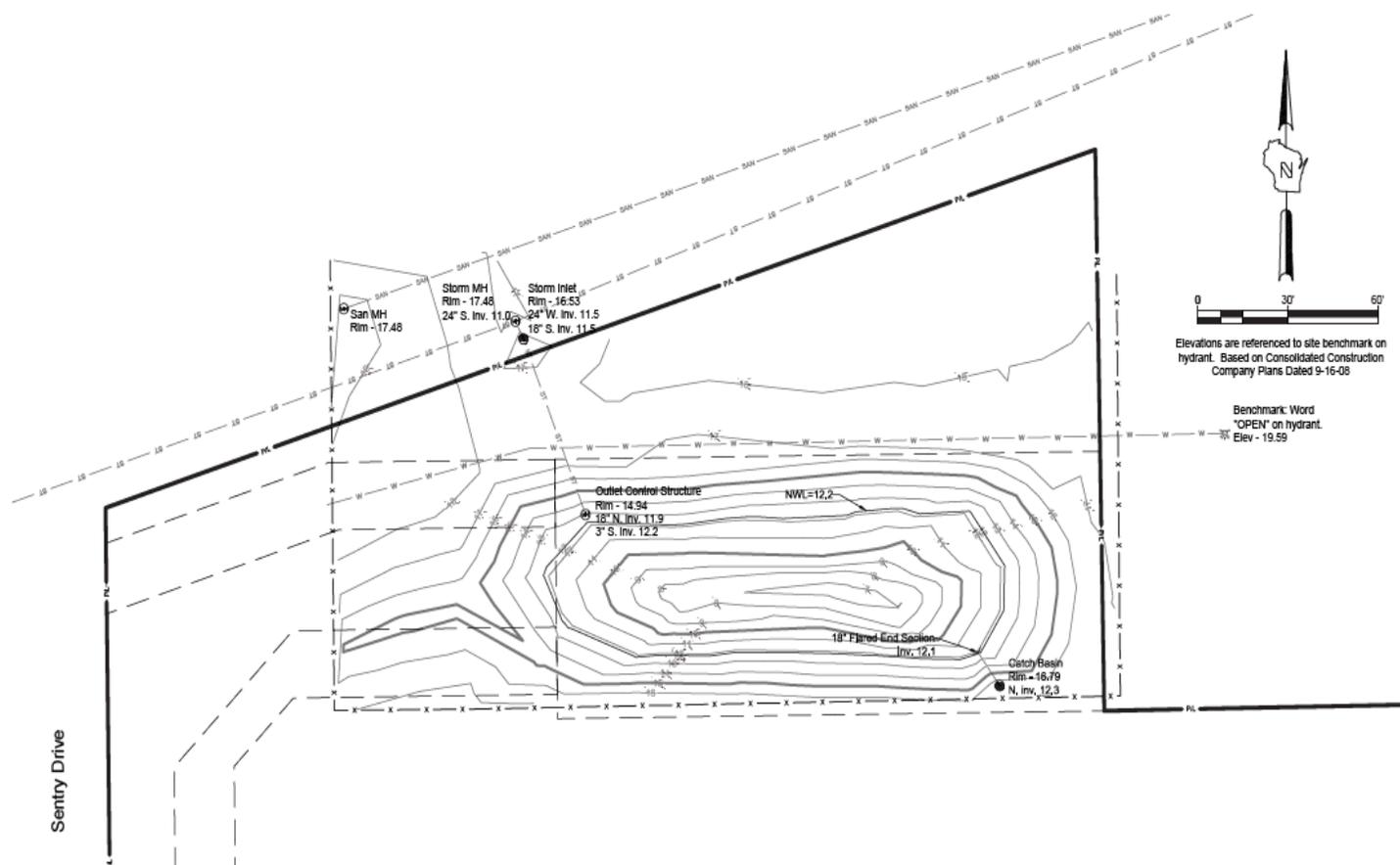


Exhibit E

Cross-Section A – A'

[Note: Show plan view of BMP with cross-section location clearly labeled and cross-referenced. On cross-section and plan view, clearly label all key components and elevations of the BMP. Also show outlet details. Map scale must be sufficiently large enough to show necessary details, but page size should not exceed 11" x 17".]

Figure 2

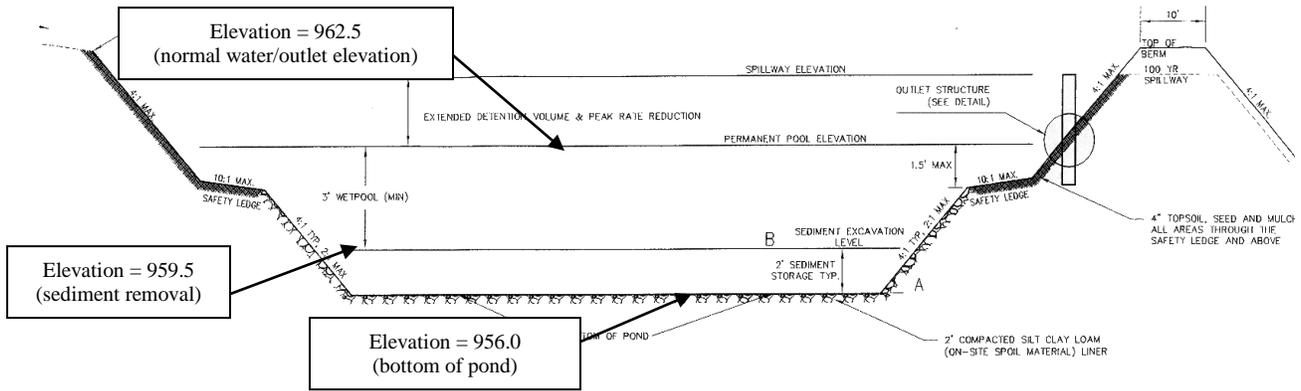


Figure 3

Outlet Structure Detail

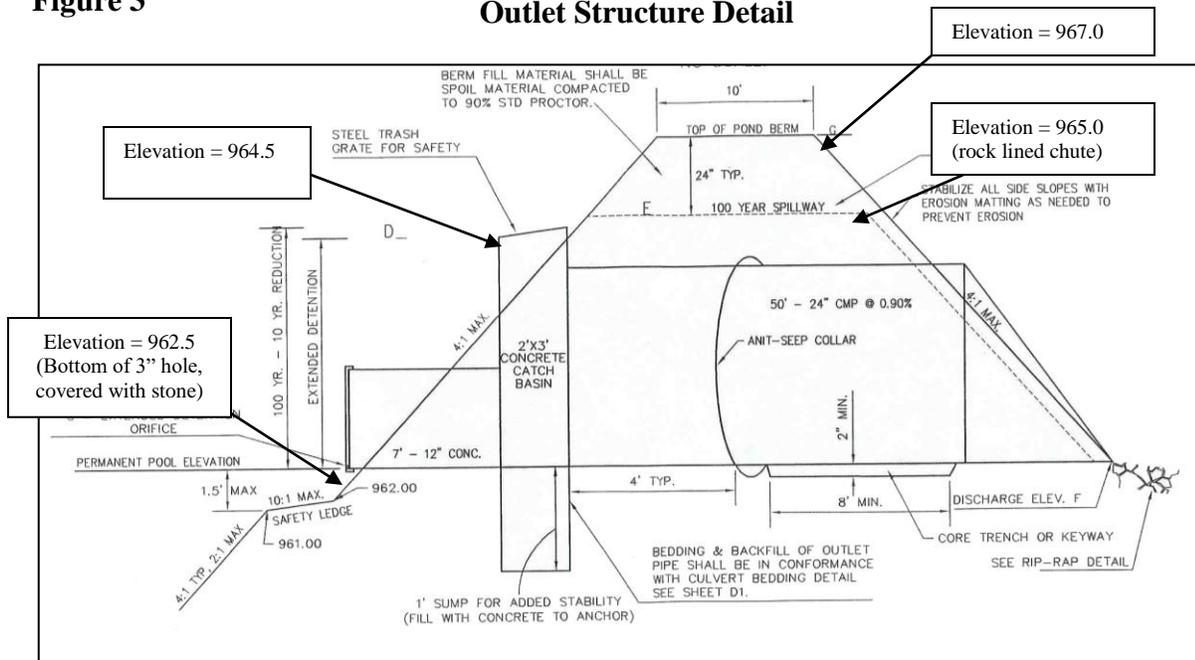


Exhibit “F”
Engineering/Construction Verification

DATE: _____

TO: City of Waukesha

FROM: _____ [Project Engineer’s Name/Company]

RE: Engineering/Construction Verification for the following project:
Project Name: _____
Section _____, Town of _____
Storm Water Management & Erosion Control Permit # _____
Storm Water Management Practices: _____

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.

[Must include one of the following two statements:]

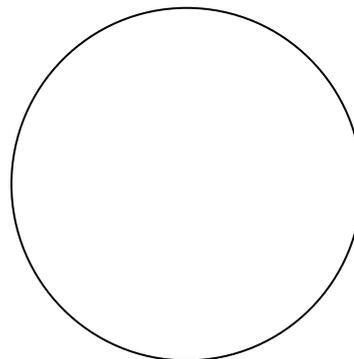
1. Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.

[Note: The City may request additional documentation to support this statement depending on the extent of deviations from the approved plans.]

Or

2. 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.

[Note: If warm season and wetland planting verification is required, it may be included in this exhibit.]



(Signed P.E. stamp must be included)

Exhibit G
Storm Water Management and Erosion Control Permit Termination

Project Identifier:

Location: 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 subdivision plat [or 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 _____, 202_.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ___ day of _____, 202_, 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: _____