

Storm Water Management Practice Maintenance Agreement

OSI Environmental, 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
201 Delafield Street
Waukesha, WI 53188

PIN(s) – WAKC1298034 & WAKC1298042

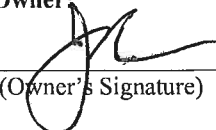
Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

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).

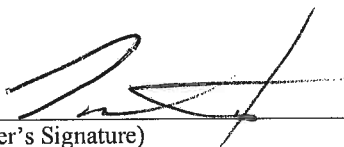
Dated this 5th day of October, 2021.

Owner:



(Owner's Signature)

OSI Environmental, INC.




(Owner's Signature)

Stewart Enterprises, LLP.

Acknowledgements

State of Wisconsin:
County of Waukesha

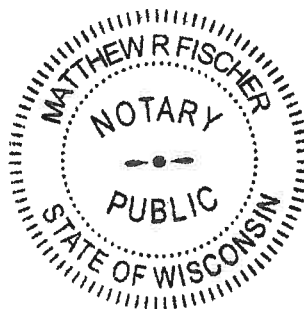
Personally came before me this 5th day of October, 2021, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Name]
Notary Public, Waukesha County, WI
My commission expires: 6-30-25.

This document was drafted by:

Steve Kolar, Payne & Dolan, Inc.



(Faint text below seal)

City of Waukesha Common Council Approval

Dated this ___ day of _____, 2021.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2021, 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

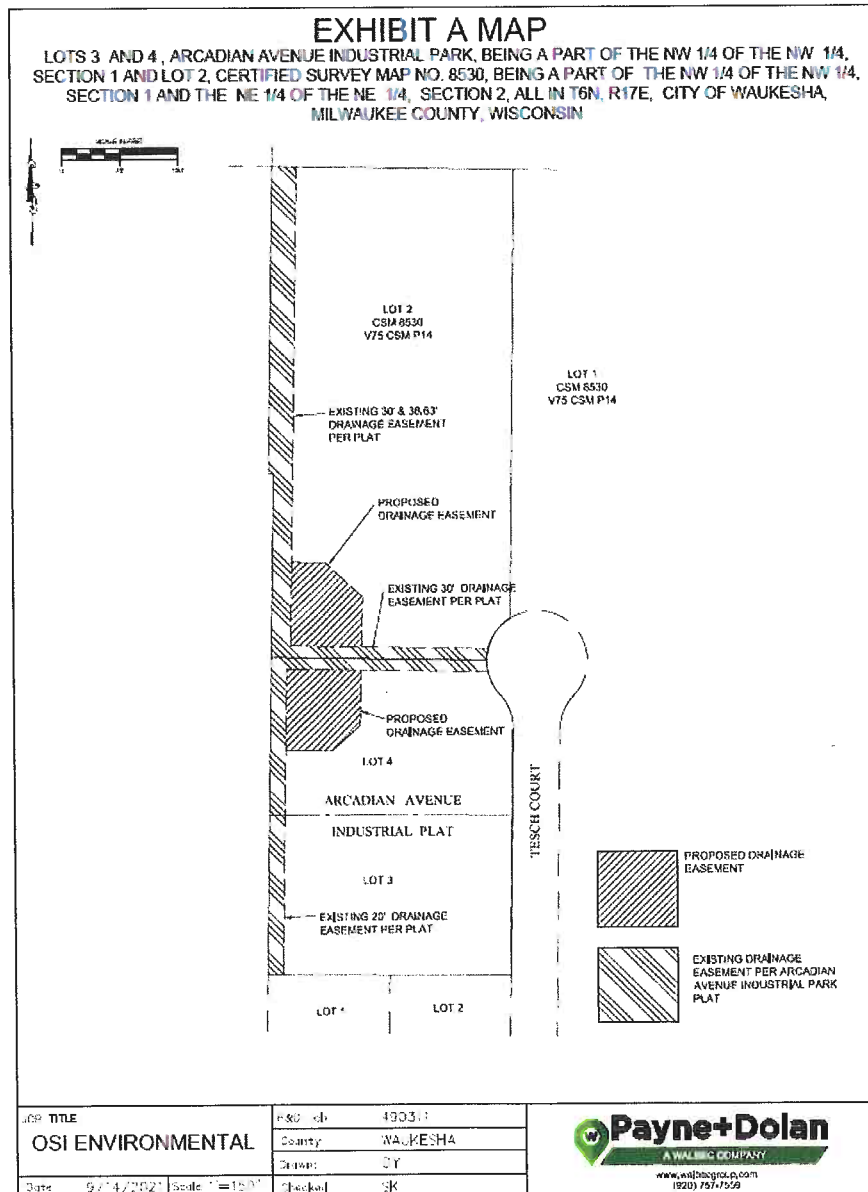
The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: Arcadian Avenue Industrial Park and CSM 8530

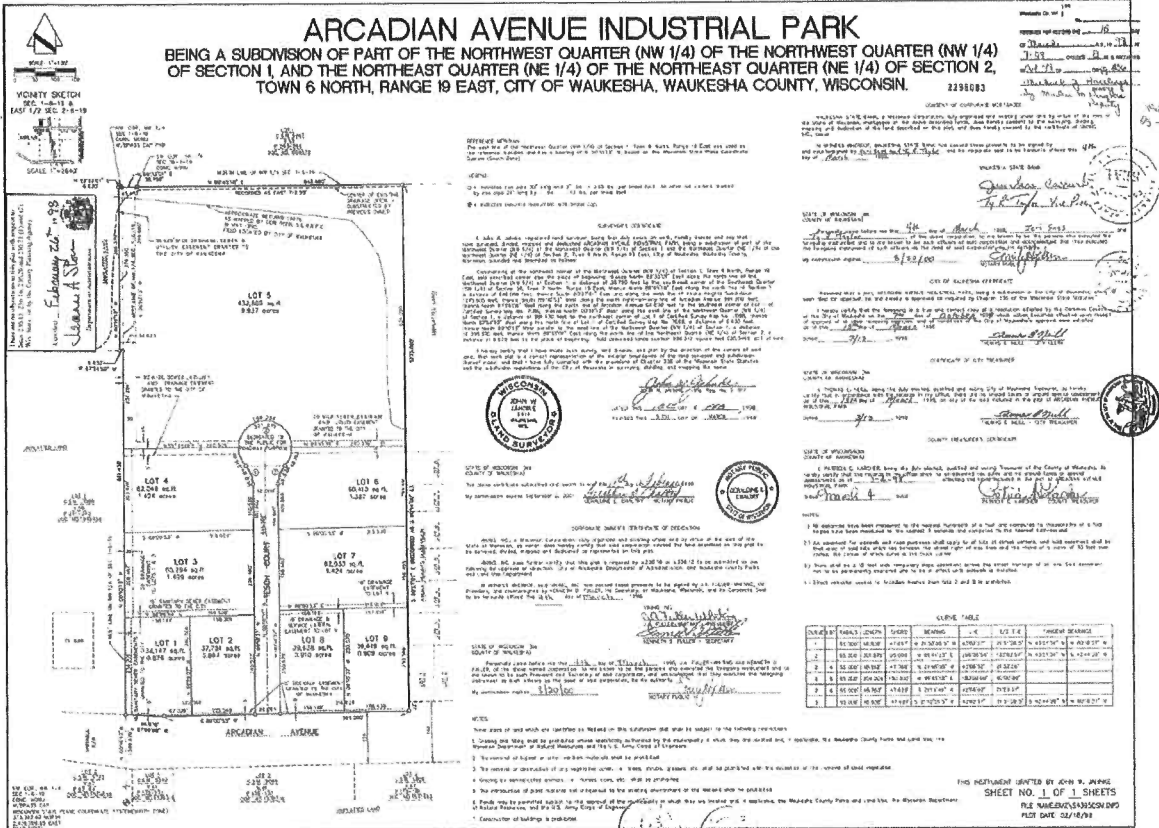
Date of Recording: February 26, 1998 (Plat), March 2, 1998 (CSM)

Map Produced By: Jahnke & Jahnke Associates Inc

Legal Description: Lots Three (3) and Four (4) Arcadian Avenue Industrial Park, being a part of the Northwest Quarter of the Northwest Quarter of Section One (1), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, Waukesha County, Wisconsin, recorded in the office of the Register of Deeds for Waukesha County in Volume 48 of Plats, at Pages 236 as Document No. 2298083 and Lot Two (2), Waukesha County Certified Survey Map No, 8530, being a part of the Northwest Quarter of the Northwest Quarter of Section One (1), and the Northeast Quarter of the Northeast Quarter of Section Two (2), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, Waukesha County, Wisconsin, recorded in the office of the Register of Deeds for Waukesha County in Volume 75 of Certified Survey Maps, Page 14 as Document No. 2564277



Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water collection, conveyance and treatment. 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.



Dated this 22ND day of MARCH, 1998
 REVISED THIS 20TH DAY OF MARCH, 1998

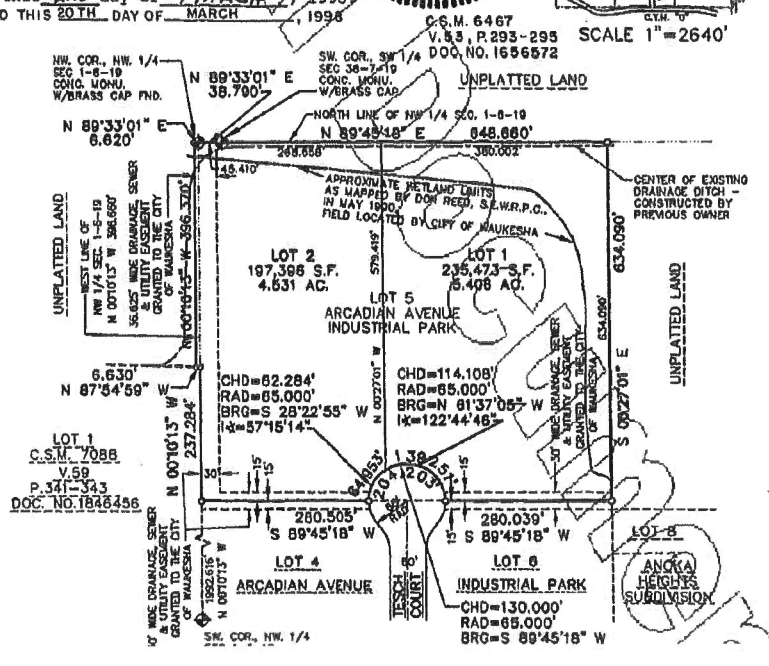


Exhibit C

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% for new development areas and 40% for redevelopment areas with a weighted average of 41% maintain pre-development downstream peak flows. Stormwater is conveyed to the wet detention basin through public storm sewer from Tesch Court, private storm sewer and sheet flow on the OSI Environmental property and sheet flow from Stewart Enterprises LLP property.

The main basin receives runoff from a 7.43 acre drainage area (2.41 acres within the OSI Environmental Property, 3.28 acres from the Stewart Enterprises property and 1.74 acres of area from Tesch Court and the properties east of Tesch Court). During high 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 36-inch concrete pipe extending through the berm in the northwest corner of the basin, an outlet structure is placed in-line with this pipe. (see Figures 1 and 3). On the face of the 12-inch pipe, there is metal plate with a 3-inch drilled hole (orifice) with stone in front of it. This orifice controls the water level and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the grated concrete riser or flow over the rock lined emergency spillway. "As-built" construction drawings of the basin, 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. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. 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 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 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.
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
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 4 Arcadian Ave Business Park and Lot 2, CSM 8530 located in part of the Northwest Quarter (NW ¼) of Section 1, 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 5th day of October, 2021.

Owner:


[Owner's Signature – per the Maintenance Agreement]

John Rove
[Owner's Typed Name]

Name and Return Address

WAKC1298034 & WAKC1298042

Parcel Identification Number(s) – (PIN (s))

Acknowledgements

State of Wisconsin County of Waukesha
Personally came before me this 5th day of October, 2021, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Matthew R Fischer
[Name]

Notary Public, Waukesha County, WI

My commission expires: 6-30-25

This document was drafted by:

Steve Kolar, Payne & Dolan, Inc.

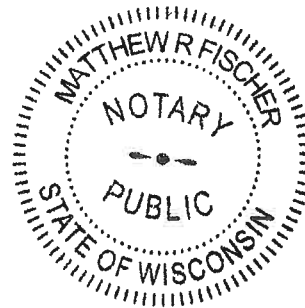


Exhibit D

Design Summaries for Wet Detention Basin #1

Project Identifier: OSI Environmental, 912 Tesch Court **Project Size:** 1.85 Acres **No. of Lots:** 2
Number of Runoff Discharge Points: 1 **Watershed (ultimate discharge):** Fox River
Watershed Area (including off-site runoff traveling through project area): 7.43 acres (5.02 acres off-site)

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design wet detention basin #1.

Summary Data Elements	Subwatershed 1		Subwatershed 2		Subwatershed 3	
	Pre-develop	Post-develop	Pre-develop	Post-develop	Pre-develop	Post-develop
Watershed (ultimate discharge)	Fox River (Illinois)		Fox River (Illinois)		Fox River (Illinois)	
Watershed Areas (see attached map)	1.74 Ac	1.74 Ac	3.28 Ac	3.28 Ac	2.39 Ac	2.17 Ac
Average Watershed Slopes	1-2%	1-2%	1-2%	1-2%	1-3%	1-3%
Land Uses (see attached map)	0.41 Ac Roof 0.25 Ac Parking 0.30 Ac Driveway 0.01 Ac Sidewalk 0.77 Ac Landscape	0.41 Ac Roof 0.25 Ac Parking 0.30 Ac Driveway 0.01 Ac Sidewalk 0.77 Ac Landscape	2.20 Ac Parking 1.08 Ac Landscape	2.20 Ac Parking 1.08 Ac Landscape	0.71 Ac Roof 0.48 Ac Parking 1.12 Ac Landscape 0.08 Ac Water Body	0.71 Ac Roof 0.98 Ac Parking 0.40 Ac Landscape 0.08 Ac Water Body
Composite Runoff Curve Number	88	88	92	92	90	95
Conveyance Systems Types	Overland Flow/Storm Sewer	Overland Flow/Storm Sewer	Overland Flow/Storm Sewer	Overland Flow/Storm Sewer	Overland Flow	Overland Flow
Summary of Average Conveyance System Data	Obtained directly from Previous Stormwater Report	Obtained directly from Previous Stormwater Report	50' @ 1.5% Sheet, 244' @ 1.5% Shallow Grass, 454' @ 0.5% Road, 180' @ 0.5% Pipe	50' @ 1.5% Sheet, 244' @ 1.5% Shallow Grass, 454' @ 0.5% Road, 180' @ 0.5% Pipe	50' @ 1% Sheet, 112' @ 0.7% Shallow	15' @ 3% Sheet, 176' @ 1.6% Shallow
Time of Concentration (Tc) (see attached map & worksheets)	8.5 min	8.5 min	14.8 min	14.8 min	15 min	4 min
Runoff volume: 25% of 2-yr 24-hr storm, post-developed	2,454 cf	2,454 cf	5,597 cf	5,598 cf	3,714 cf	4,248 cf
Runoff volume: first half-inch	3,222 cf	3,222 cf	6,150 cf	6,150 cf	4,352 cf	3,766 cf
Peak Flow: 1-year/24 hour	3.73 cfs	3.73 cfs	6.79 cfs	6.79 cfs	4.48 cfs	7.61 cfs
Peak Flow: 2-yr./24 hour	4.45 cfs	4.45 cfs	7.92 cfs	7.92 cfs	5.29 cfs	8.70 cfs
Peak Flow: 10-yr./24 hour	7.19 cfs	7.19 cfs	12.12 cfs	12.12 cfs	8.35 cfs	12.72 cfs
Peak Flow: 100-yr./24 hour	13.07 cfs	13.07 cfs	20.98 cfs	20.98 cfs	14.84 cfs	21.17 cfs

Exhibit D (continued)

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

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin	7.43 acres
Distance to nearest private well (including off-site wells)	>100'
Distance to municipal well (including off-site wells)	>1200'
Wellhead protection area involved?	No
Ground slope at site of proposed basin	1 - 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	Existing Ditch
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	Unnamed Tributary to the Fox (IL) River 175'
Soil investigation data:	
Number of soil investigations completed	0
Do elevations of test holes extend 3 ft. below proposed bottom?	n/a
Average soil texture at pond bottom elevation (USDA)	Silty clay loam
Design infiltration rate at basin bottom and method of analysis	Exempt
Measured infiltration rate following construction	Existing Pond not measured
Distance from pond bottom to bedrock	None Encountered
Distance from pond bottom to seasonal water table	Unknown
General basin design data (see attached detailed drawings):	
Basin bottom area	2,331 sf
Effective infiltration area	n/a
1% of development area	3,237 sf
Basin bottom elevation	837.00
Top of berm elevation (after settling) and width	846.00; 8' wide
Basin storage below outlet	56,503 cf
25% of 2-yr 24-hr post development runoff volume	11,837 cf
Time to completely infiltrate stored water	n/a
Sediment forebay size & depth	none
Additional design features	n/a

Design Basin Inflow, Outflow & Storage Data <i>(NOAA Atlas 14 Rainfall Depths & MSE III Rainfall Distribution)</i>					
Design Storm	Inflow Peak Rate	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev.	Outflow Control Structures*
1-yr./24 hr.	11.50 cfs	6.05 cfs	843.01	35,288 cf	#1,2,3,4
2-yr./24 hr.	13.39 cfs	6.08 cfs	843.27	36,901 cf	#1,2,3,4
10-yr./24 hr.	20.35 cfs	10.57 cfs	843.96	44,397 cf	#1,2,3,4
100-yr./24 hr.	39.28 cfs	29.09 cfs	844.74	55,323 cf	#1,2,3,4

* The controlling elements are summarized below (See attached detail drawing of outlet structure):

- #1 = 1.16' x 2.25' Rectangular Orifice Inv. - flow line elev. @ 841.65
- #2 = 5' length sharp-crested rectangular weir - flow line elev. @ 841.65
- #3 = 36 inch diameter inflow pipe - flow line elev. @ 841.95
- #4 = 36 inch diameter outflow pipe - flow line elev. @ 841.65
- #5 = 8 foot wide earthen/grass emergency overflow spillway - flow line elev. @ 844.60

Exhibit E
As-built Survey for Wet Detention Basin

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

<u>Site Name:</u>	OSI Environmental, 912 Tesch Court
<u>Storm water Practices:</u>	Wet Detention Basin
<u>Location of Practices:</u>	NW corner of Lot 4 of Arcadian Ave Business Park and SW corner of CSM 8530, Lot 2
<u>Owners of Stormwater Pond:</u>	Owner of Lot 4 Arcadian Ave Business Park (OSI Environmental) and Lot 2, CSM 8530 (Stewart Enterprises LLP) shall have equal ½ interest in the wet detention stormwater pond.

Exhibit E

Cross-Section A - A'

Figure 2

WET POND DATA	ELEV
TOP OF BERM	846.00
SPILLWAY	844.60
100-YR WSEL	844.63
2-YR WSEL	843.16
PERMANENT POOL	841.95
PERMANENT BOTTOM	837.00

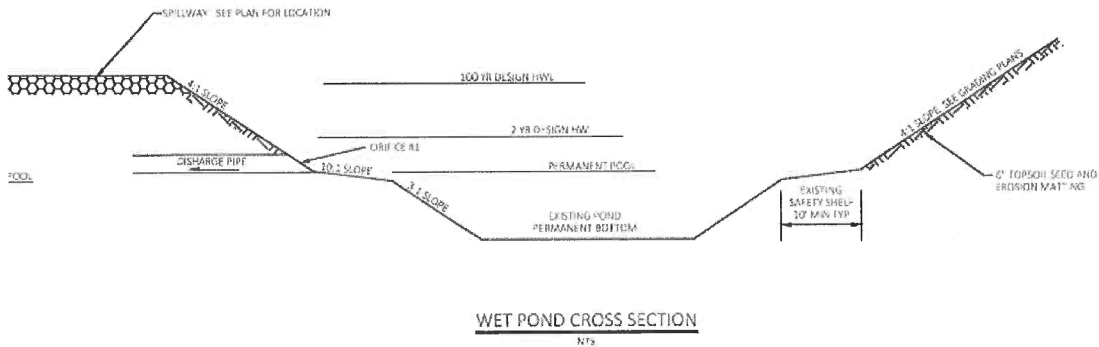
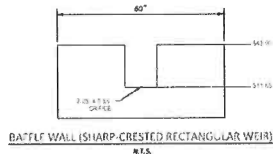


Figure 3

Outlet Structure Detail



WET POND 2	W/A	INV	SLOP
DISCHARGE PIPE	36"	841.65	1:3.00
OUTLET STRUCTURE	60"	841.65	
TOP OF Baffle WALL	60"	843.61	
ORIFICE #1	36"	841.65	1:3.00

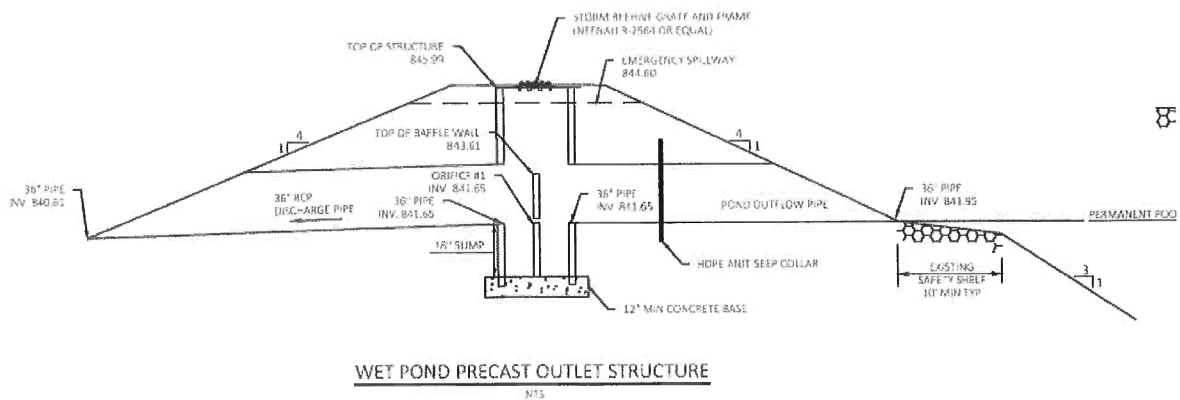


Exhibit "F"
Engineering/Construction Verification

DATE: _____

TO: City of Waukesha

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

RE: Engineering/Construction Verification for the following project:
Project Name: _____
Section _____, City 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:]

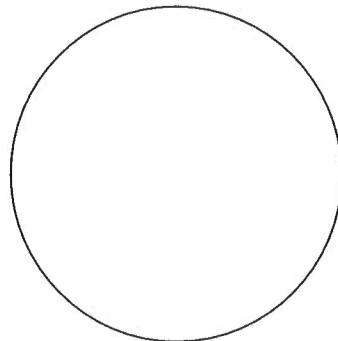
1. Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.

[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: WAKC1298034 & WAKC1298042

Location: 921 Tesch Court

Storm Water Management and Erosion Control Permit Holder's Name: OSI Environmental, INC.

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 and 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 _____, 2021.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ___ day of _____, 2021, 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: _____