

# Storm Water Management Practice Maintenance Agreement

Document Number

North Street Plant15, 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  
201 Delafield Street  
Waukesha, WI 53188

Parcel Identification Number(s) – (PIN)  
Pending per proposed CSM.  
Current PIN: WAKCO 992998  
WAKCO 992999001, WAKCO 992997

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 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)

\_\_\_\_\_  
(Owners Typed Name)

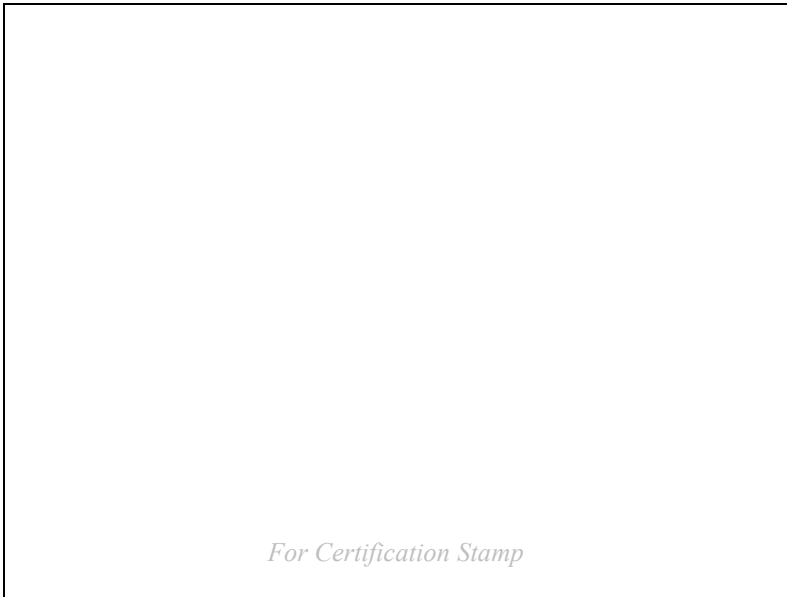
### Acknowledgements

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 201\_, 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:**  
  
**Excel Engineering-Devin Winter**  
**100 Camelot Drive**  
**Fond du Lac, WI 54935**



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 \_\_\_\_\_, 201\_, 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: **North Street Plant15, LLC – WilDeck, Inc Office Addition**

Acres: **13.88**

Property Address: **1900 East North Street, Waukesha, WI 53188**

Tax Key Number: **WAKC1002990**

Legal Description:

**All that part of the Northwest 1/4 of Section 35, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, viz:**

**Commencing at a point where the West 1/4 line of Section 35 intersects with the center line of C.T.H. "F" former S.T.H. "164" and the point of beginning of lands described hereinafter; thence North 16° 00' East along said line, 127.81 feet to a point; thence North 88° 01' 35" West, 134.28 feet to a point; thence South 01° 58' 21" West, 50.00 feet to a point; thence South 15° 59' 47" West, 31.29 feet to a point; thence South 89° 40' 06" West, 395.43 feet to a point; thence South 00° 40' 00" West, 45.14 feet to a point in the South line of said Northwest 1/4 Section; thence due West along said South line, 40.00 feet to a point in the East line of Palmer Street; thence North 00° 40' 00" East along said East line 60.08 feet to a point in the North line of said Palmer Street; thence North 89° 20' 00" West along said North line, 20.00 feet to a point in the East line of Lot 13, Block 1 of Park View Subdivision; thence North 00° 40' 00" East along said East line, 262.00 feet to a point in the South line of Lot 17, Block 1 of Gascoigne Addition; thence South 89° 20' 00" East along said South line, 67.50 feet to a point; thence North 17° 22' 00" East, 52.20 feet to a point in the East line of said Lot 17; thence North 00° 39' 33" East along said East line, 624.55 feet to a point; thence due East, 524.66 feet to a point; thence North 89° 17' 00" East, 220.38 feet to a point in the West line of C.T.H. "F" former S.T.H. "164" as described in Document No. 341008; thence South 20° 30' 35" West along said West line, 229.67 feet to a point; thence South 77° 18' 11" East, 40.27 feet to a point on the center line of C.T.H. "F" former S.T.H. "164"; thence Southwesterly, 340.81 feet along said centerline on an arc of a curve, whose center lies to the Southeast, whose radius is 5815.23 feet, and whose chord bears South 17° 41' 30" West, 340.76 feet to a point; thence South 16° 00' 00" West, 340.31 feet to the point of beginning.**

## **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.

**Project Identifier:** North Street Plant15, LLC – WilDeck, Inc Office Addition  
**Storm Water Practices:** Swales, Catch Basin Grates/Sumps, Storm Filter Structure  
**Location of Practices:** East side of Lot within proposed improvements. See BMP Exhibit on following page.



## **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. "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.

#### **System Description:**

The proposed project reduces impervious surface coverage and will reduce post construction runoff rates below pre construction runoff rates. In addition to runoff conveyance to the storm sewer system / water quality structure, the grass swales also allow infiltration and filtering of pollutants, especially from smaller storms. The storm system is designed with a filter structure to reduce sediment loading to the storm system in accordance with redevelopment requirements. To do this, the outlet structures/sumps must be maintained as specified in this Agreement (see Exhibit B).

The water quality structure receives runoff from a 0.92 acre drainage area from the north (Basin A-D). The sumped structures receive runoff from a 0.20 acre drainage basin from the south (Basin E-F). For emergency overflow through the water quality structure, a secondary bypass pipe is proposed at the overflow elevation of the structure from the upstream structure to the downstream structure to keep the bypass within the system. "As-built" construction drawings of the water quality structure and sumps, showing actual dimensions, elevations, 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, ice, or vegetation at the water quality structure. Any blockage must be removed immediately.
2. All lawn areas shall be kept clear of any materials that block the flow of stormwater. Rills and small gullies shall immediately be filled and seeded or have sod placed in them. The lawn shall be kept mowed, tree seedlings shall be removed, and litter shall be removed from landscaped areas.
3. 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.
4. 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 basin. Erosion matting is recommended for repairing grassed areas. Mowing shall take place no less than twice per year at a height of no less than three inches. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery.
5. Catch basin grates and sumps: the grate openings to these structures must be cleared of any clogging or the blocking of stormwater flow from getting into the stormwater conveyance system of any kind. Sumps shall visually be inspected every 3 months. Siltation shall be removed and disposed of offsite when the sump depth is within 3" of the outlet pipe invert elevation. The removal of siltation should occur a minimum of once per year.
6. 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.
7. 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.

8. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
9. Storm Filter: Inspection of the structure shall be completed annually at a minimum by qualified maintenance personnel. Sediment in the bottom of the structure shall be inspected to verify sediment is less than 16" deep. If sediment is greater than 16" deep, the sediment shall be removed per Hydro International requirements. Qualified maintenance personnel shall enter structure to remove a Media Bag to be weighed. Media Bags weighing more than 40 lbs are an indication that the bag is full and need to be replaced. Replace per manufacturer specifications. Qualified maintenance personnel shall inspect the oil layer on the water surface to oil being entrained in the Media Bags. If the oil accumulation is greater than 1.5", the structure shall be pumped per manufacturer's specifications. After storm events of greater than 1" of rainfall, the structure shall be inspected 48 hours after the rainfall even to verify the water level inside the structure has dropped to below the base of the filter modules. If the water level has not dropped, the filters are considered to be clogged and shall be replaced per manufacturer's specifications. For further information, obtain Hydro International's Up-Flo Filter Operation and Maintenance Manual for details.
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 10<sup>th</sup> and July 10<sup>th</sup> each year.