

**Storm Water Management Practice  
Maintenance Agreement  
Preliminary Draft**

Carroll University, 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

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 County 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. Upon written notification by City of Waukesha or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the City of Waukesha, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Waukesha 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.
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:**

\_\_\_\_\_  
**(Signature)**

Ron Lostetter, Vice President of Finance and Administrative Services

### **Acknowledgements**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, the above named Ron Lostetter, Vice President of Finance and Administrative Services, Carroll University to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_.

Notary Public, Waukesha County, WI

My commission expires:\_\_\_\_\_.

**This document was drafted by:**

Bloom Companies, LLC

10501 W. Research Dr., Suite 100

Milwaukee, WI 53226



*For Certification Stamp*

## Exhibit A – Legal Description

*(To be modified for Lowry Hall site including drawing)*

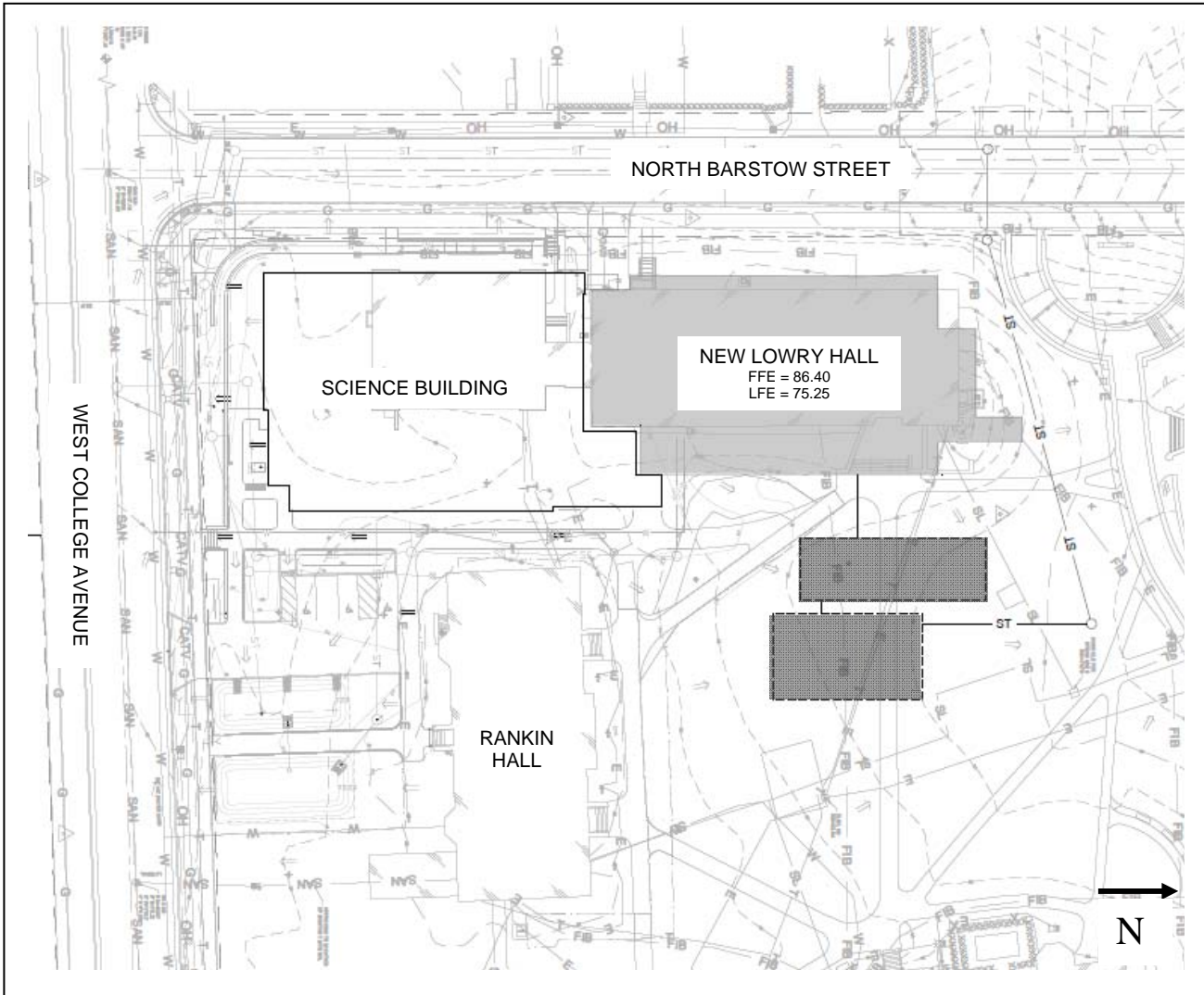
The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: **Carroll University Lowry Hall Replacement** Acres: (\_\_\_\_) acres

Date of Recording: *(Month Day Year)*

Map Produced By: (\_\_\_\_\_)

Legal Description: **All that parts of (\_\_\_\_\_), Cutler and Dakins Addition to the Plat of Prairieville and being part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 3, Township 6N, Range 19E (City of Waukesha) Waukesha County, Wisconsin.**



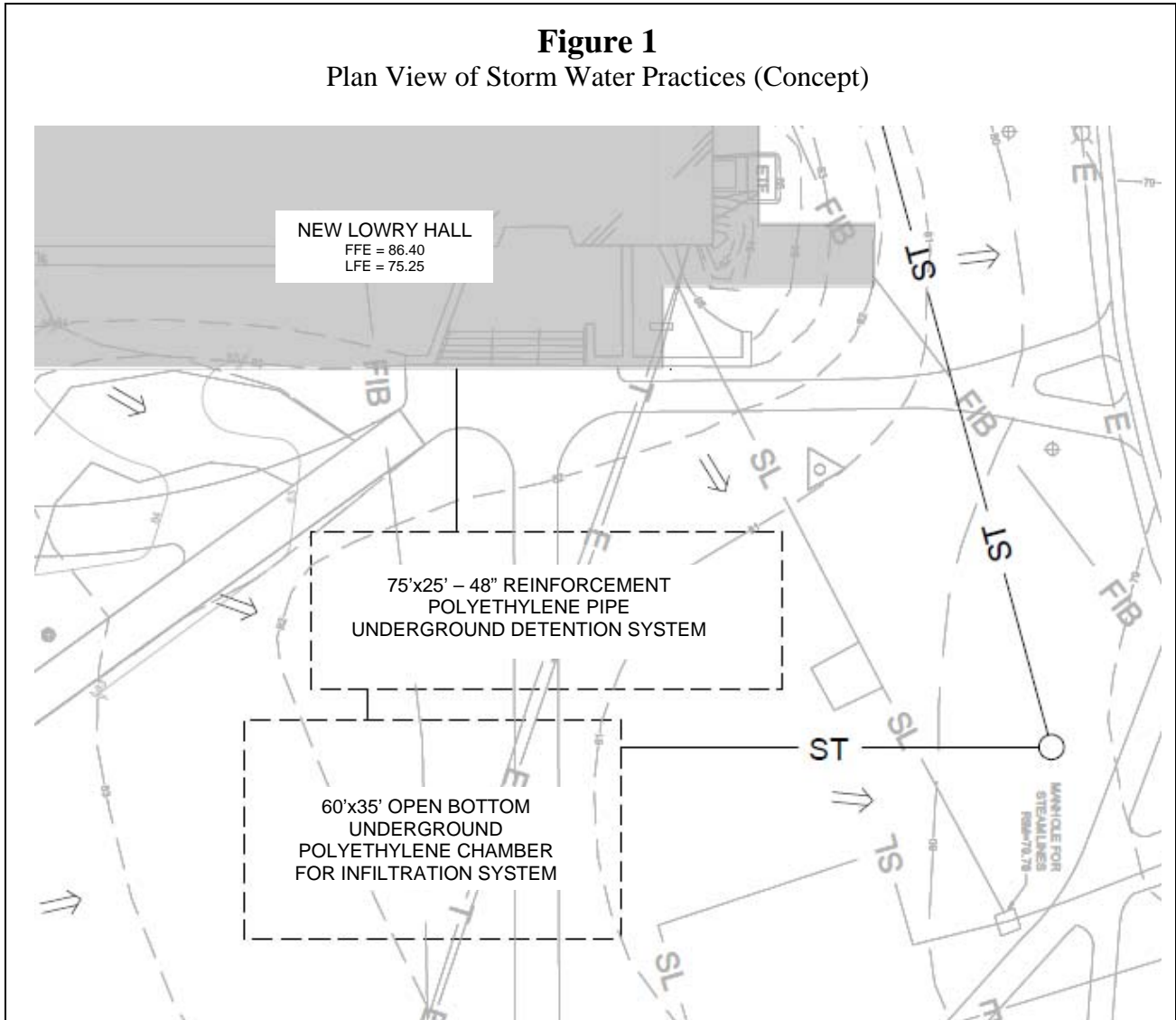
**Drainage Easement Restrictions:** Shaded area on map indicates a drainage easement for storm water collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area. See certified survey map for details on location.

## 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 bioretention and stormwater storage areas and all associated pipes, earthen berms, stone flumes and other components of these practices. All of the noted storm water management practices are located within a drainage easement in Lot A6, as noted in Exhibit A.

**Project Name:** Carroll Lowry Hall Replacement  
**Storm water Practices:** Bioretention and Stormwater Storage Area  
**Location of Practices:** Lot ( )  
**Owner of Lot ( )::** Carroll University



## 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 bioretention and stormwater storage areas are designed to trap sediment in runoff and maintain pre-development downstream peak flows. The bioretention area is (\_\_\_\_\_) and the stormwater storage area is (\_\_\_\_). The basins are connected by an outlet structure in the stormwater storage area with a 12-inch pipe and a (\_\_\_\_)-inch orifice. The bioretention area will provide a reduction of TSS of (\_\_\_\_). To do this, the bioretention and stormwater storage area sizes and outlet structures must be maintained as specified in this Agreement.

The stormwater storage area receives runoff from a drainage area of (\_\_\_\_) acres ((\_\_\_\_) acres of rooftop drainage from the new Lowry Hall building and (\_\_\_\_) acres of overland runoff from the northeast). 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 concrete riser, a (\_\_\_\_) inch orifice, and a 12-inch pipe that extends under the adjacent sidewalk into the bioretention area. During very extreme rain fall events, flows may also go over the emergency spillway into Barstow Street.

The bioretention area receives runoff from a drainage area of (\_\_\_\_) acres of surface runoff and runoff released from the stormwater storage area. The water level will temporarily rise during high rainfall or snow melt events. The water level is controlled by (description storm water management system to be added). During very extreme rain fall events, flows may also go over the emergency spillway into Barstow Street.

“As-built” construction drawings of the bioretention and stormwater storage areas, 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 function of bioretention and stormwater storage areas, the following list of maintenance activities are recommended:

1. Immediately after the bioretention and stormwater storage areas are established, the vegetation will be watered a minimum of twice weekly if needed until the plants become established. Water vegetation as necessary during the first growing season and during dry periods.
2. Any major bare areas or areas taken over by nonnative species must be replanted or reseeded. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination.
3. 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.
4. In areas where mulch has been disturbed, add new mulch and anchor as required to prevent displacement. Re-mulch twice per year or as needed.
5. The bioretention and stormwater storage areas and all components (inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of twice per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in stormwater management and/or soils.
  - o If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
6. Remove litter and debris as needed.
7. Inspect drainage structure inlets and outlets for debris and clogging twice per year. Any blockage must be removed immediately.

8. Any eroding areas must be repaired immediately, at a minimum of twice per year, to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
9. Heavy equipment and vehicles must be kept off of the bottom and side slopes of bioretention basin.
10. No grading or filling of the basin or berms other than for sediment removal is allowed.
11. Any other repair or maintenance needed to ensure the continued function of the bioretention and stormwater storage areas as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.

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 City of Waukesha Engineering Department.