

# Storm Water Management Practice Maintenance Agreement

Document Number

Kwik Trip, Inc., 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) – (PIN)

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)

\_\_\_\_\_  
(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:**

**Christopher White, P.E**

**R.A. Smith, Inc  
16745 W Bluemound Road  
Brookfield, WI**

*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 \_\_\_\_\_, 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.

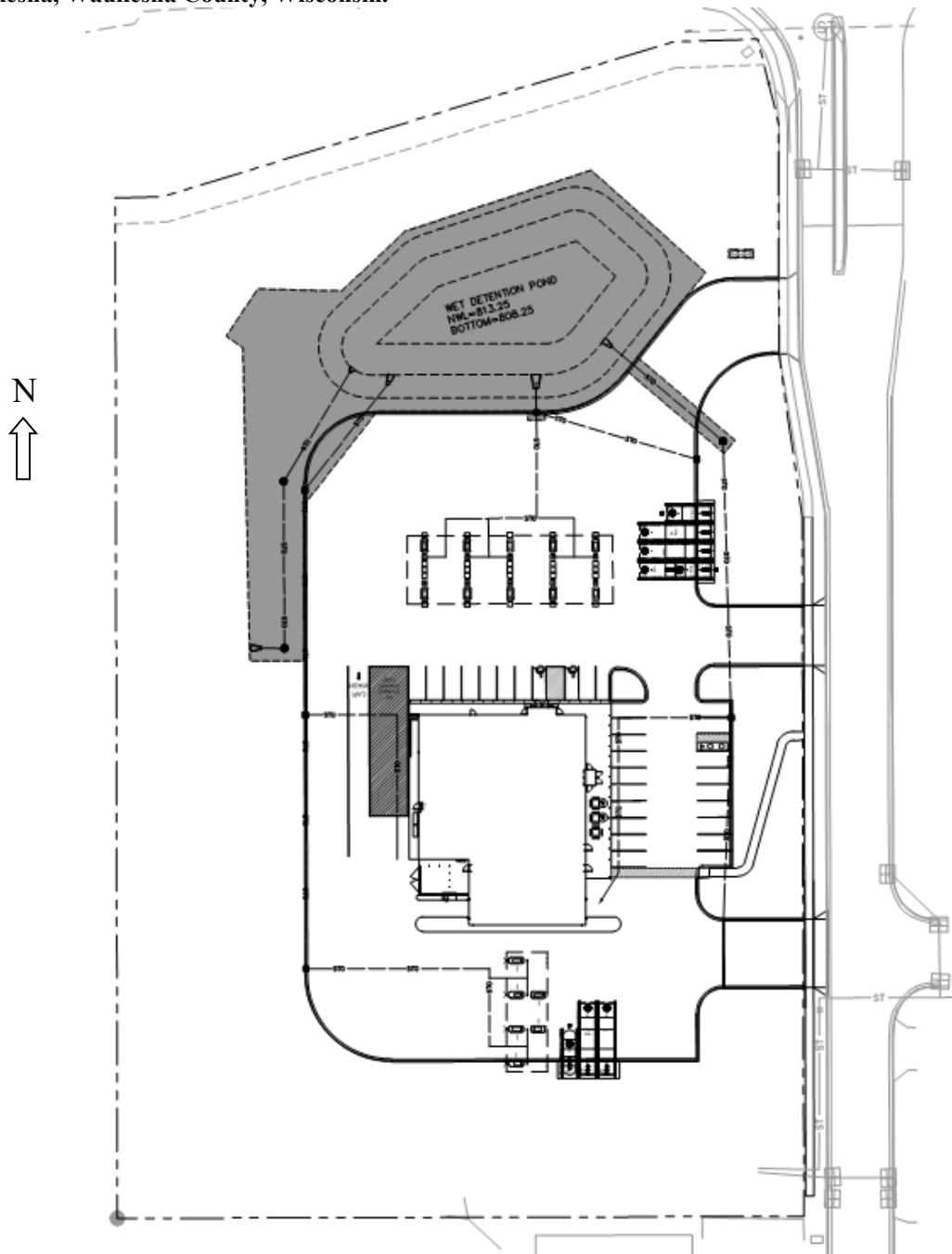
Project Identifier: **Kwik Trip #970**

Acres: **5.85**

Date of Recording:

Map Produced By: **R.A. Smith, Inc**

Legal Description: **A division of Parcel 1 and part of Parcel 2 in Certified Survey Map No. 9368, all being a part of the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.**



Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water 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 subdivision plat for details on location.

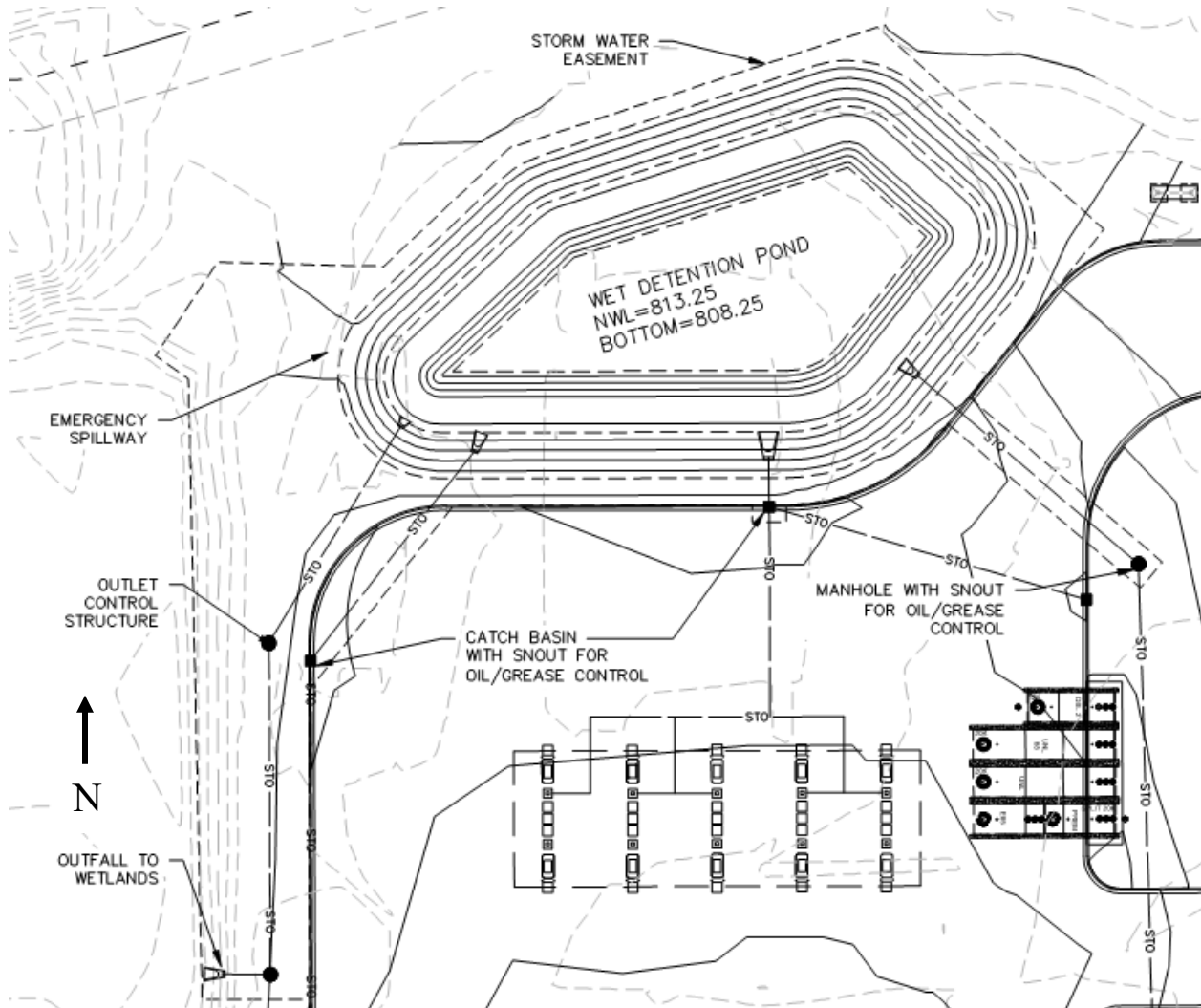
## Exhibit B - Location Map

### 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 one wet detention pond, three snouts in storm sewer structures, and an outlet control structure. All of the noted storm water management practices are located within a drainage easement, as noted in Exhibit A.

Subdivision Name:       **Kwik Trip 970**  
Storm water Practices:   **Wet Detention Pond, Snouts (3), Outlet Control Structure**  
Location of Practices:   **Parcel Described in Exhibit A**  
Owners of Parcel:       **Kwik Trip, Inc.**

**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 pond is designed to trap 40% of sediment in runoff and maintain pre-development downstream peak flows. The wet detention basin is 5 feet deep with a safety shelf. There are three storm sewer runs that collect runoff from around the site. The last structure in each storm sewer run has a sump and snout to control oil pollution. To ensure the storm water regulations are met, the pond size, water level, outlet structure, and snouts must be maintained as specified in this Agreement.

The main pond receives runoff from a 2.65 acre drainage area. 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 an outlet control structure with a steel plate acting as a weir. The steel weir has a 6-inch drilled hole (orifice). This orifice controls the water level and causes the pond to temporarily rise during runoff events. Very high flows events may flow through the emergency spillway in the berm directly into the wetlands. The three snouts in the storm sewer structures trap the oil in the runoff before the flows downstream. "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.
2. 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. 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.
4. 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.
5. 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.
6. 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.
7. When sediment in the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed. 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. Failure to remove sediment will cause resuspension of previously trapped sediments and increase downstream deposition.
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. Each storm structure with the snout shall be checked for a buildup of oil semiannually. The oil shall be removed and disposed of in a lawful manner.
10. 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.

11. 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.

**Addendum 1 (Sample)  
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 Outlot 1 of the Highland Preserve Subdivision, described as being all that part of the Southwest Quarter (SW ¼) of Section 4, Township 8N, Range 19E (Town of Lisbon) 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 \_\_\_\_\_, 201\_.

**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 \_\_\_\_\_, 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:**

\_\_\_\_\_  
[Name and address of drafter]

*For Certification Stamp*



## Exhibit D

### Design Summaries for Wet Detention Pond

**Project Identifier:** Kwik Trip 970    **Property Size:** 5.85 Acres  
**Number of Runoff Discharge Points:** 1    **Watershed (ultimate discharge):** Pebble Brook  
**Watershed Area** (including off-site runoff traveling through project area): 2.65 Acres

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

Summary Data Elements	Watershed information		
	Pre-develop E-1	Post-develop P-1	Post-develop P-2
<b>Watershed Areas</b> ( <i>in acres</i> ) ( <i>see attached map</i> )	3.76 acres	2.65 acres	1.12 acres
<b>Average Watershed Slopes (%)</b>	2%	2%	15%
<b>Land Uses (% of each)</b> ( <i>see attached map</i> )	29% Pervious 71% Impervious	12% Pervious 88% Impervious	82% Pervious 18% Impervious
<b>Runoff Curve Numbers</b>	RCN = 93	RCN = 96	RCN = 83
<b>Conveyance Systems Types</b>	Storm Sewer	Storm Sewer	Sheet Flow
<b>Time of Concentration (<math>T_c</math>)</b> <i>Min value per TR-55</i>	6 mins	6 mins	6 mins
<b>2-yr./24 hour Peak Flow</b>	12.64 cfs	9.73 cfs	2.43 cfs
<b>10-yr./24 hour Peak Flow</b>	18.96 cfs	14.08 cfs	4.22 cfs
<b>100-yr./24 hour Peak Flow</b>	32.27 cfs	23.27 cfs	8.22 cfs

## Exhibit D (continued)

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

Design Element	Design Data
<b>Site assessment data:</b>	
Contributing drainage area to basin (subwatershed P-1)	2.65 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 2%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	111 ft. of storm sewer to wetland
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	Yes
<b>General basin design data :</b>	
Permanent pool surface area	0.27 acres
Design permanent pool water surface elevation	elev. 813.25
Top of berm elevation (after settling) and width	elev. 817.75 / 4 feet wide
Length/width (dimensions/ratio)	Varies
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.0' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment storage depth & design maintenance	2 ft. depth for forebay & pool

<b>Design Basin Inflow, Outflow &amp; Storage Data</b>				
Inflow Peak	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
9.73 cfs (Post 2-yr./24 hr. peak)	0.85 cfs	814.31 ft.	13,173 Cubic Ft	#1
14.08 cfs (Post 10-yr./24 hr. peak)	1.08 cfs	814.79 ft.	19,731 Cubic Ft	#1
23.27 cfs (Post 100-yr./24 hr. peak)	3.27 cfs	815.58 ft.	31,011 Cubic Ft	#1 and #2

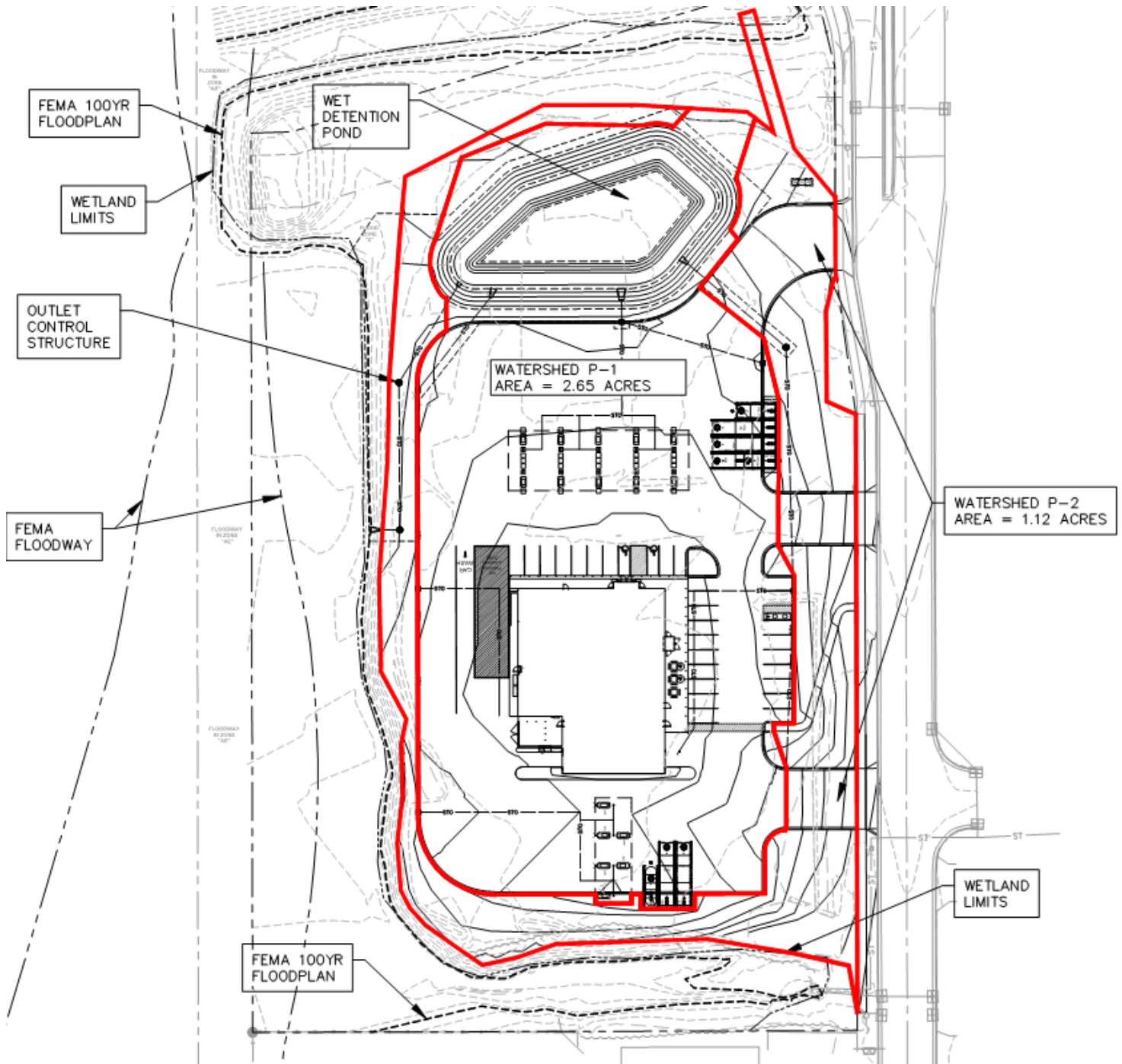
\* #1 = 6 inch orifice in weir plate @ 813.25

#2 = 6 foot wide weir plate @ 815.25

#3 = 10 foot wide earthen/grass emergency spillway @ 816.75

## 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.

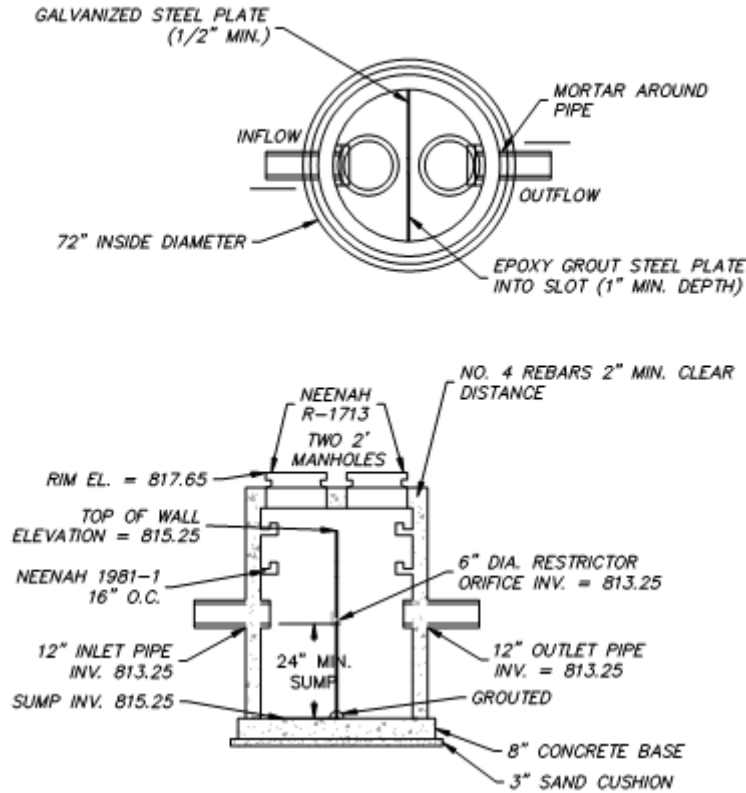


**Exhibit E**  
**As-built Survey for Wet Detention Basin Pond**

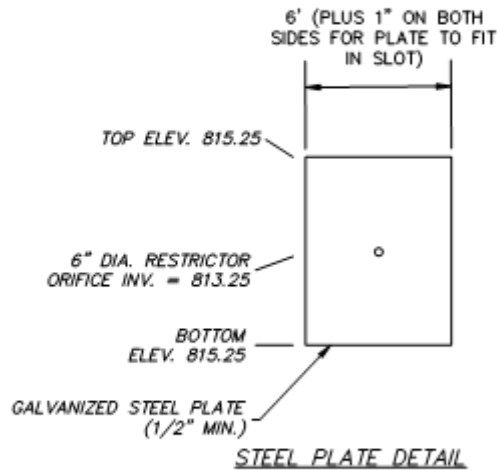
The wet detention pond depicted in Figure 1 is a reduced copy of the as-built plan.

Project Identifier:       **Kwik Trip #970**  
Storm water Practice:   **Wet Detention Pond**  
Location of Practices:   **Northern area of parcel**  
Owners of Parcel:       **Kwik Trip, Inc.**

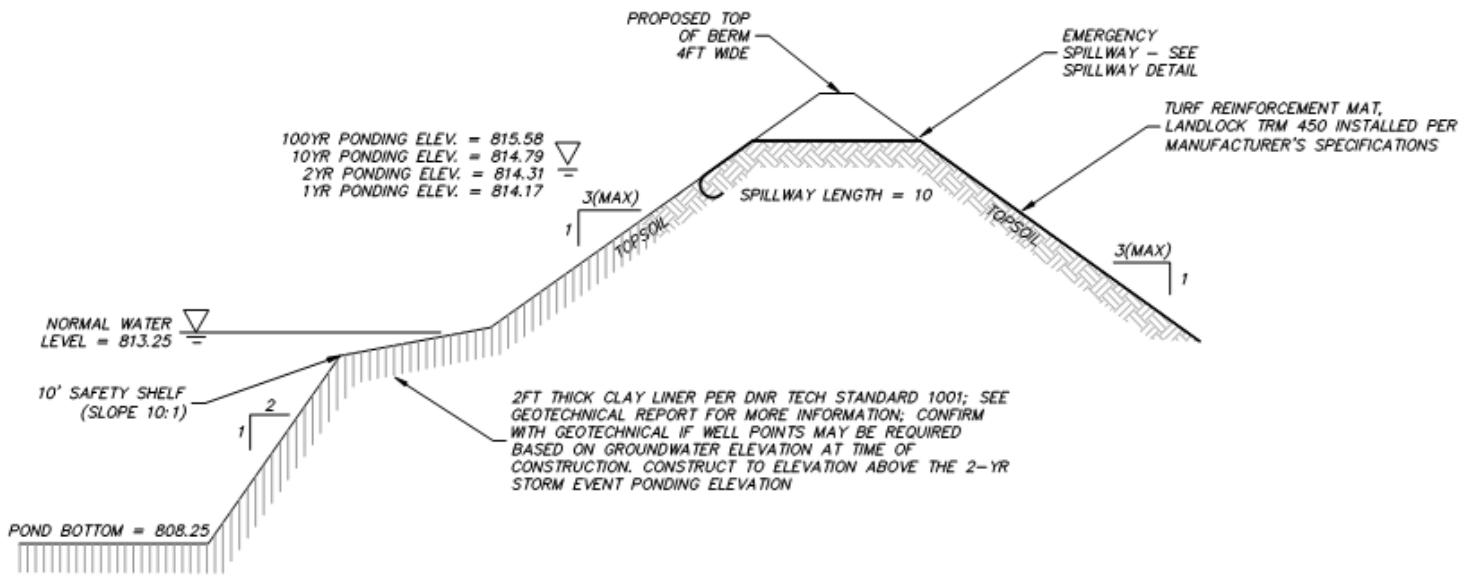
**Exhibit E**  
**Figure 2 – Storm Water Practices Details**



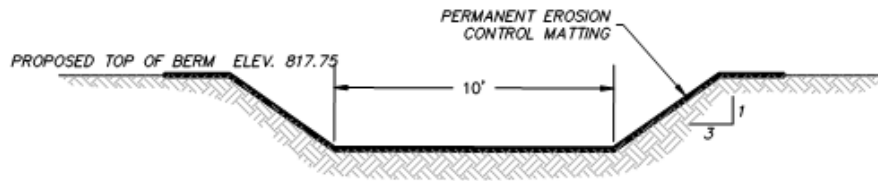
- NOTES:**
1. STRUCTURE SHALL BE CONSTRUCTED CONFORMING TO THE REQUIREMENTS OF ASTM C-478.
  2. REINFORCING STEEL NOT SHOWN



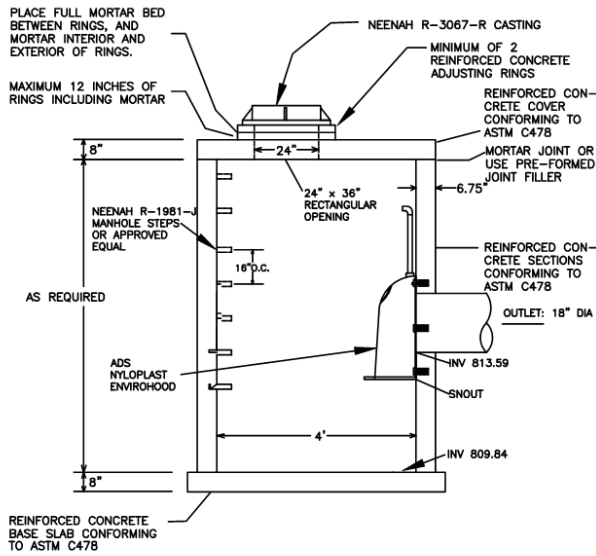
**OUTLET CONTROL STRUCTURE POND – MH 400**



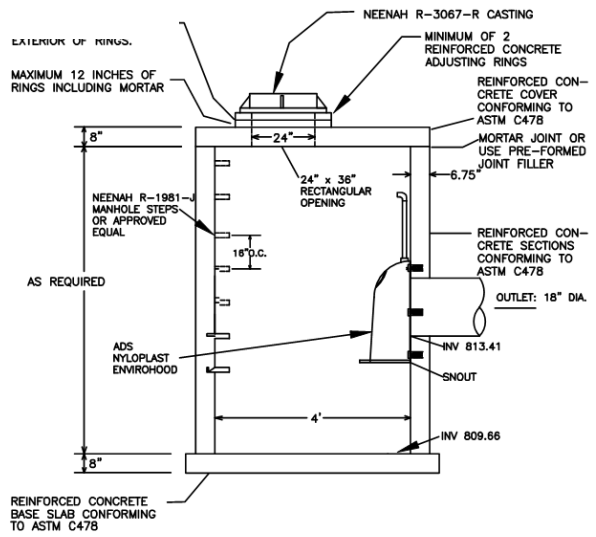
**TYPICAL POND CROSS SECTION W/ OUTLET STRUCTURE**  
(SECTION W/OUTLET)



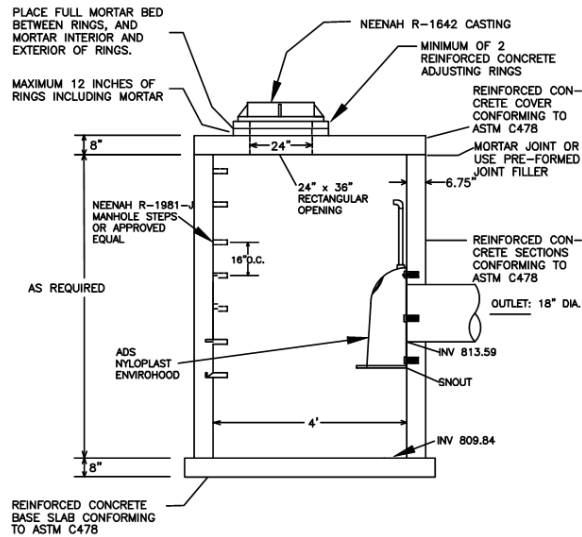
**STORM WATER FACILITY SPILLWAY**  
(NOT TO SCALE)



OIL SKIMMER CB 110



OIL SKIMMER CB 210



OIL SKIMMER MH 310

**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:]*

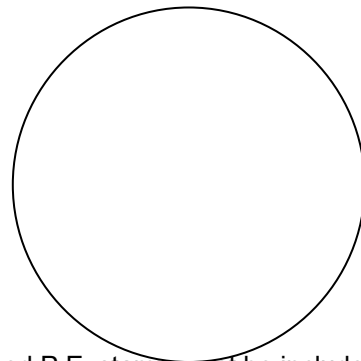
1. Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.

*[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: Kwik Trip #970

Location: Parcel per CSM # \_\_\_\_\_

Storm Water Management and Erosion Control Permit Holder's Name: Kwik Trip, 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 [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 \_\_\_\_\_, 201\_.

City of Waukesha representative:

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

\_\_\_\_\_  
(Typed Name and Title)

**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: \_\_\_\_\_