

# Storm Water Management Practice Maintenance Agreement

Document Number

**Dominic J & Elayne M Albanese Living Trust**, 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.

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.

Name and Return Address

City of Waukesha  
201 Delafield Street  
Waukesha, WI 53188

WAKC 097-4992, WAKC 097-4993,  
WAKC 097-4994  
Parcel Identification Number(s) – (PIN)

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 \_\_\_\_\_, 20\_\_.

**Owner:**  
**Dominic J & Elayne M Albanese Living Trust**

\_\_\_\_\_ (sign)

\_\_\_\_\_ (print)

\_\_\_\_\_ (title)

### Acknowledgements

State of Wisconsin:  
County of Waukesha

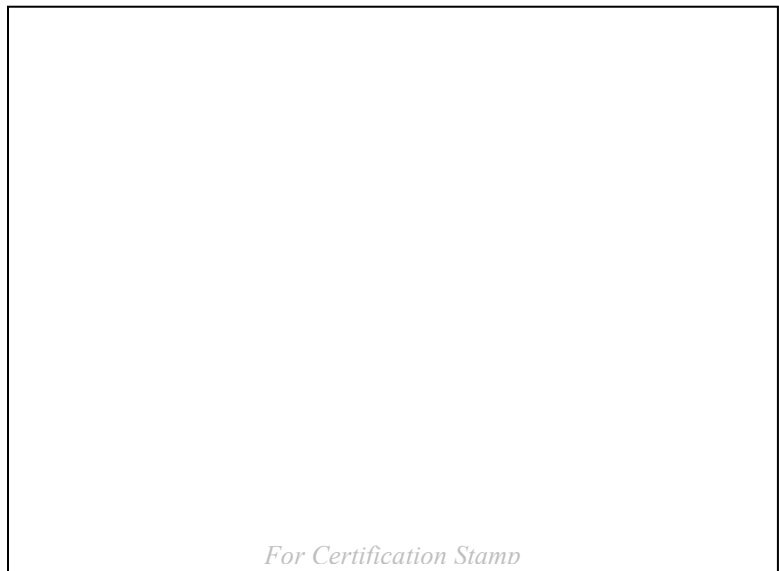
Personally came before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

Notary Public, Waukesha County, WI  
My commission expires:\_\_\_\_\_.

**This document was drafted by:**

**JSD Professional Services, Inc  
W238N1610 Busse Rd., Suite 100  
Waukesha WI, 53188**



*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Gina Kozlik, City Clerk

**Acknowledgements**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
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.

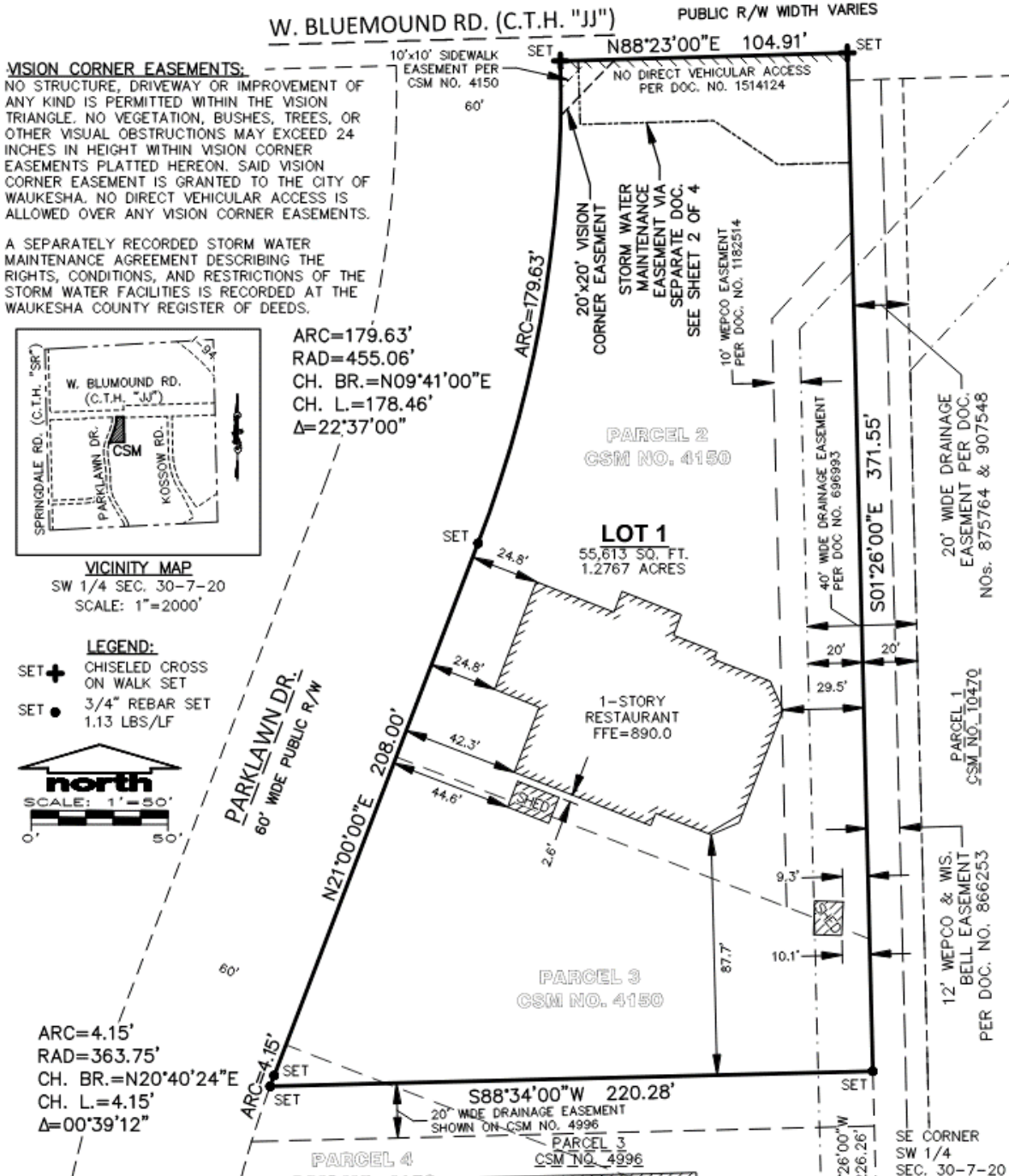
Project Identifier: **Jilly's Car Wash**

Acres: **1.28**

Date of Recording: \_\_\_\_\_

Map Produced By: **JSD Professional Services, W238N1610 Busse Road, Ste 100, Waukesha, WI**

Legal Description: **Certified Survey Map No. \_\_\_\_\_, recorded in Waukesha County Register of Deeds Office on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as Document No. \_\_\_\_\_, being a redivision of all of parcel 2 and part of parcel 3 and 4 of Certified Survey Map No. 4150, located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 North, Range 20 East, City of Waukesha, Waukesha County, Wisconsin.**



# Exhibit B - Location Map

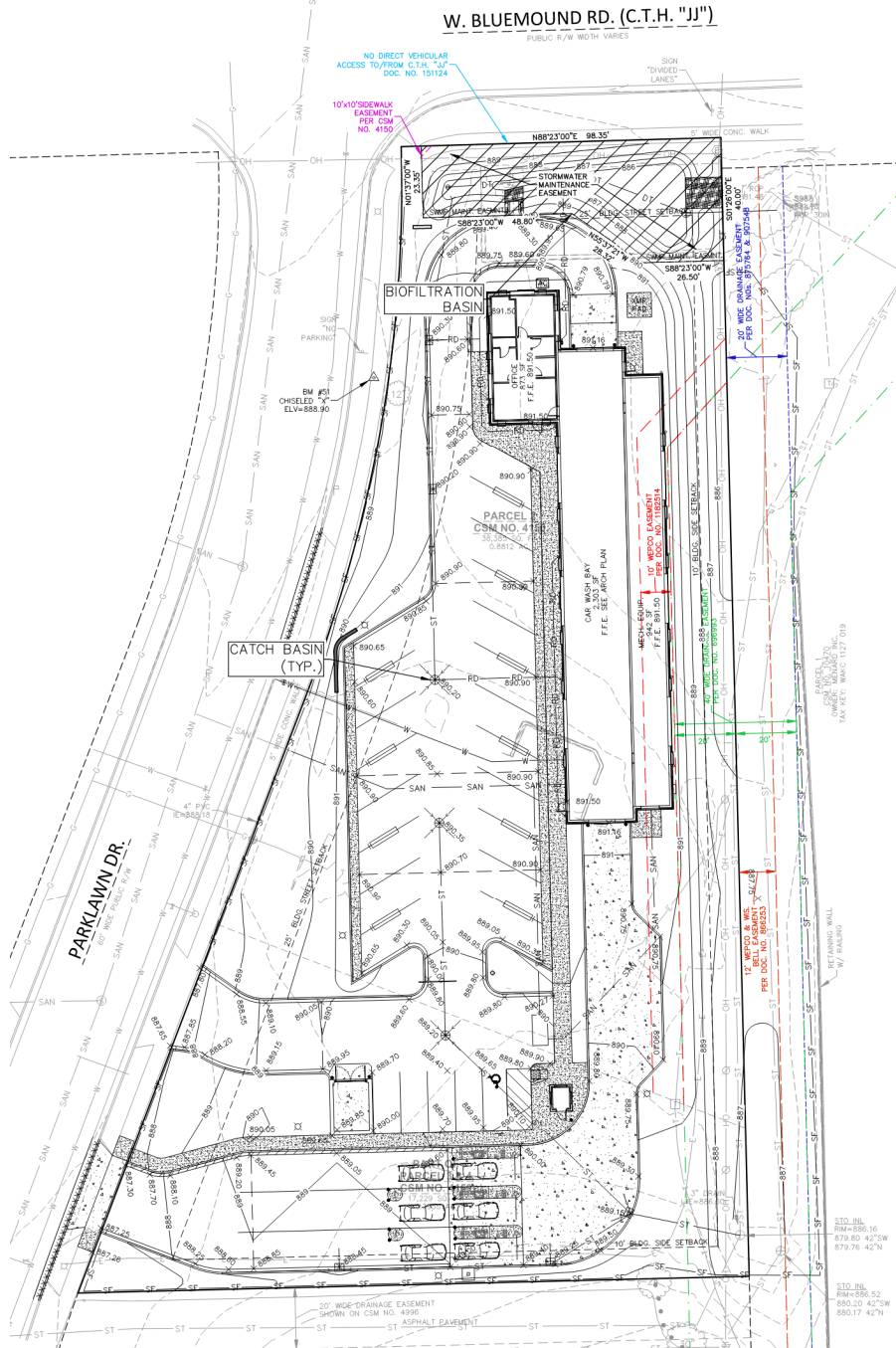
## Storm Water Management Practices Covered by this Agreement

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 catch basin, a biofiltration basin and all associated pipes, spillways, earthen berms and other components of these practices. All of the noted storm water management practices are located within Lot 1 of CSM \_\_\_\_\_ as noted in Exhibit A.

**Development Name:** Jilly's Car Wash  
**Storm water Practices:** Catch Basins and Biofiltration Basin  
**Location of Practices:** Lot 1 of CSM \_\_\_\_\_:

### 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. 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 biofiltration basin and catch basins are designed to trap 40% of sediment in runoff and maintain pre-development downstream peak flows. The biofiltration basin and catch basins will trap finer suspended sediment. To do this, the basin footprint, engineered soil mix, and outlet structure must be maintained as specified in this Agreement (see Figures 1 and 2).

The biofiltration basin receives runoff from a 0.38-acre drainage area. During high rainfall or snow melt events, water will temporarily rise before infiltrating into the soil and flowing through the top of the outlet control structure. Outflow from the basin is controlled by a 6-inch draintile within the sand storage layer and a 24-inch diameter standpipe at the east end of the basin (see Figure 1). "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. Outlet pipes must be checked monthly to ensure there is no blockage from debris or ice. Any blockage must be removed immediately.
2. 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 storm sewer system 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. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
6. 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.
7. 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**  
**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 Certified Survey Map No. \_\_\_\_\_, recorded in Waukesha County Register of Deeds Office on \_\_\_\_ day of \_\_\_\_\_, 20\_\_ as Document No. \_\_\_\_\_, being a redivision of all of parcel 2 and part of parcel 3 and 4 of Certified Survey Map No. 4150, located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 North, Range 20 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” 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:**

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(typed)

**Acknowledgements**

State of Wisconsin County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ 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:**

**JSD Professional Services, Inc**  
**W238N1610 Busse Rd., Suite 100**  
**Waukesha WI, 53188**

Name and Return Address

City of Waukesha  
201 Delafield Street  
Waukesha, WI 53188

WAKC 097-4992, WAKC 097-4993,  
WAKC 097-4994  
Parcel Identification Number(s) – (PIN)

## Exhibit D Design Summaries for Wet Detention Basin

Project Identifier: Jilly's Car Wash Project Size: 1.28 Acres No. of Lots: 1  
 Number of Runoff Discharge Points: 3 Watershed (ultimate discharge): Poplar Creek  
 Watershed Area: 1.28 acres

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

Summary Data Elements	Subwatershed A		Subwatershed B		Subwatershed C	
	Pre-develop	Post-develop	Pre-develop	Post-develop	Pre-develop	Post-develop
Watershed Areas (in acres) (see attached map)	0.672 acres	0.378 acres	0.287 acres	0.241 acres	0.318 acres	0.657 acres
Average Watershed Slopes (%)	3%	1.5%-2.2 %	2.5%	5.5%	3.4%	1.6%-2.2%
Land Uses (% of each) (see attached map)	76% Paved 9% Roof 15% Grass	51% Paved 28% Roof 21% Grass	79% Paved 8% Roof 13% Grass	26% Paved 74% Grass	66% Paved 22% Roof 12% Grass	56% Paved 6% Roof 38% Grass
Runoff Curve Numbers	92	90	93	70	94	84
Conveyance Systems Types	Sheet flow	Sheet flow, Storm sewer	Sheet flow	Sheet flow	Sheet flow	Sheet flow, Storm sewer
Summary of Average Conveyance System Data	3% grade	2% sheet flow, 0.35% sewer	2.5% grade	5.5%	3.4% grade	2% sheet flow, 0.35% sewer
Time of Concentration (Tc) (see attached map & worksheets)	6.0 min.	6.0 min.	6.0 min.	6.0 min.	6.0 min.	6.0 min.
25% of 2-yr 24-hr post-dev runoff volume	N/A	0.01 ac. ft.	N/A	0.00 ac. ft.	N/A	0.02 ac. ft.
1-year/24 hour Runoff Volume	0.09 ac. ft.	0.05 ac. ft.	0.04 ac. ft.	0.01 ac. ft.	0.05 ac. ft.	0.06 ac. ft.
2-yr./24 hour Peak Flow	2.26 cfs	1.18 cfs	1.00 cfs	0.23 cfs	1.15 cfs	1.56 cfs
10-yr./24 hour Peak Flow	3.44 cfs	1.84 cfs	1.50 cfs	0.53 cfs	1.70 cfs	2.67 cfs
100-yr./24 hour Peak Flow	5.92 cfs	3.25 cfs	2.56 cfs	1.33 cfs	2.86 cfs	5.12 cfs



## Exhibit D (continued)

**Practice Design Summary.** The following table summarizes the data used to design the biofiltration basin.

Design Element	Design Data
<b>Site assessment data: (see attached maps)</b>	
Contributing drainage area to basin	0.378 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	0%
Any buried or overhead utilities in the area?	Overhead nearby
Proposed outfall conveyance system/discharge (w/ distances)	30 ft. – 12" HDPE
Any downstream roads or other structures? (describe)	Yes – 30" RCP end section
Floodplain, shoreland or wetlands?	No
<b>Soil investigation data (see attached map &amp; soil logs):</b>	
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)	Silt loam
Distance from basin bottom to bedrock	> 5 feet
Distance from basin bottom to seasonal water table	> 5 feet
<b>General basin design data (see attached detailed drawings):</b>	
Basin surface area	672 square feet
Design basin surface elevation	elev. 886.0
Top of berm elevation (after settling) and width	elev. 888.0 / 5 feet wide
Length/width (dimensions/ratio)	60 ft. (L) x 25 ft. (W) = 2.4:1
Safety shelf design (length, grade, max. depth)	N/A
Ave. water depth (minus safety shelf/sediment)	N/A
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	N/A

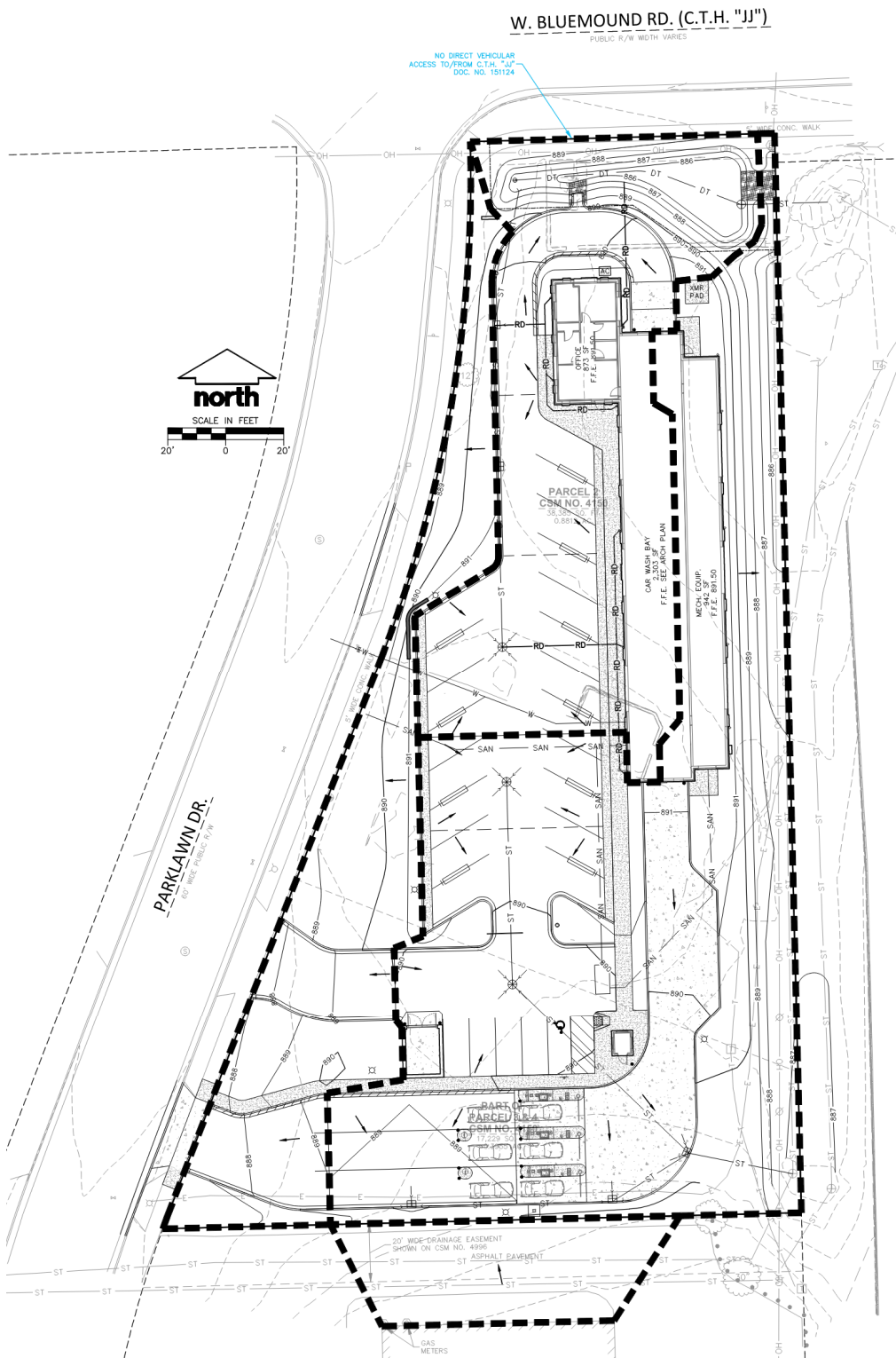
<b>Design Basin Inflow, Outflow &amp; Storage Data</b>				
(see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
1-yr./24 hr. (volume)	0.01 cfs	886.39 ft.	0.04 acre feet	#1
(Post 2-yr./24 hr. peak)	0.03 cfs	886.60 ft.	0.04 acre feet	#1 and #2
(Post 10-yr./24 hr. peak)	0.88 cfs	886.72 ft.	0.04 acre feet	#1 and #2
(Post 100-yr./24 hr. peak)	3.15 cfs	886.88 ft.	0.05 acre feet	#1 and #2

- \* #1 = 6 inch PVC draintile @ 883.50  
 #2 = 24 inch diameter horizontal orifice @ 886.60

## Exhibit D (continued)

**Watershed Map.** The watershed map shown below was used to determine the post-development data contained in this exhibit. The total post-developed watershed areas are the same as the total pre-development watershed areas for this project.

Figure 1



## **Exhibit E**

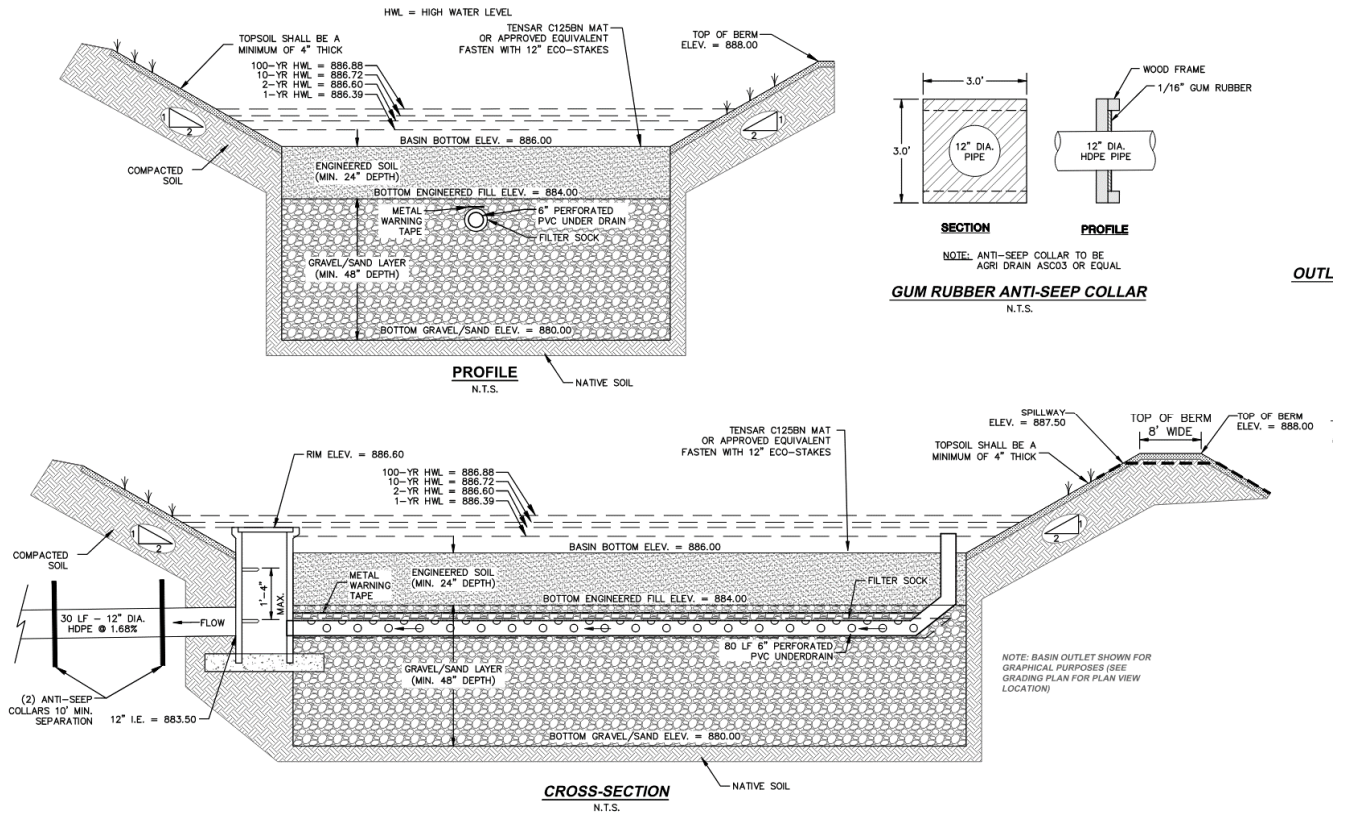
### **As-built Survey for Biofiltration Basin**

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

Project Identifier: **Jilly's Car Wash**  
Storm water Practice: **Biofiltration Basin**  
Location of Practice: **Lot 1 of CSM \_\_\_\_\_:**  
Owners of Outlot 1: **Dominic J & Elayne M Albanese Living Trust**

# Exhibit E (continued)

## Figure 2



**Exhibit “F”**  
**Engineering/Construction Verification**

DATE: \_\_\_\_\_

TO: City of Waukesha

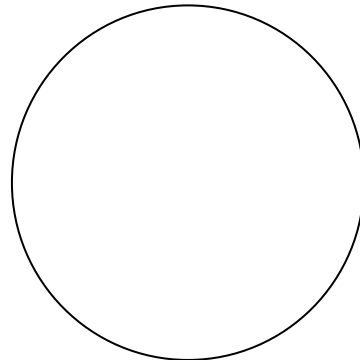
FROM: Rizal W. Iskandarsjach, P.E.  
JSD Professional Services  
W238N1610 Busse Rd., Suite 100  
Waukesha, WI 53188

RE: Engineering/Construction Verification for the following project:  
Project Name: Jilly’s Car Wash  
Section 30, City of Waukesha  
Storm Water Management & Erosion Control Permit # \_\_\_\_\_

Storm Water Management Practices: Biofiltration basin and all associated pipes, catch basins, outlet structures, spillway, earthen berms and other components of these 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.

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.



**Exhibit G**  
**Storm Water Management and Erosion Control Permit Termination**

Project Identifier: Jilly's Car Wash

Location: Lot 1 of Certified Survey Map No. \_\_\_\_\_, being a redivision of all of parcel 2 and part of parcel 3 and 4 of Certified Survey Map No. 4150, located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 North, Range 20 East, City of Waukesha, Waukesha County, Wisconsin.

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 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 \_\_\_\_\_, 20\_\_.

City of Waukesha representative:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Typed Name and Title)

**Acknowledgements**

State of Wisconsin  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, 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: \_\_\_\_\_