

# Storm Water Management Practice Maintenance Agreement

Document Number

**General Capital Acquisition, 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  
130 Delafield Street  
Waukesha, WI 53188

Parcel Identification Number(s)  
WAKC1305075, WAKC1305373, WAKC1305370

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 \_\_\_\_\_, 2022.

**Owner:**

\_\_\_\_\_  
\_\_\_\_\_

### Acknowledgements

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2022, 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:**

\_\_\_\_\_  
\_\_\_\_\_

*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

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

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

**Acknowledgements**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2022, 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:\_\_\_\_\_.



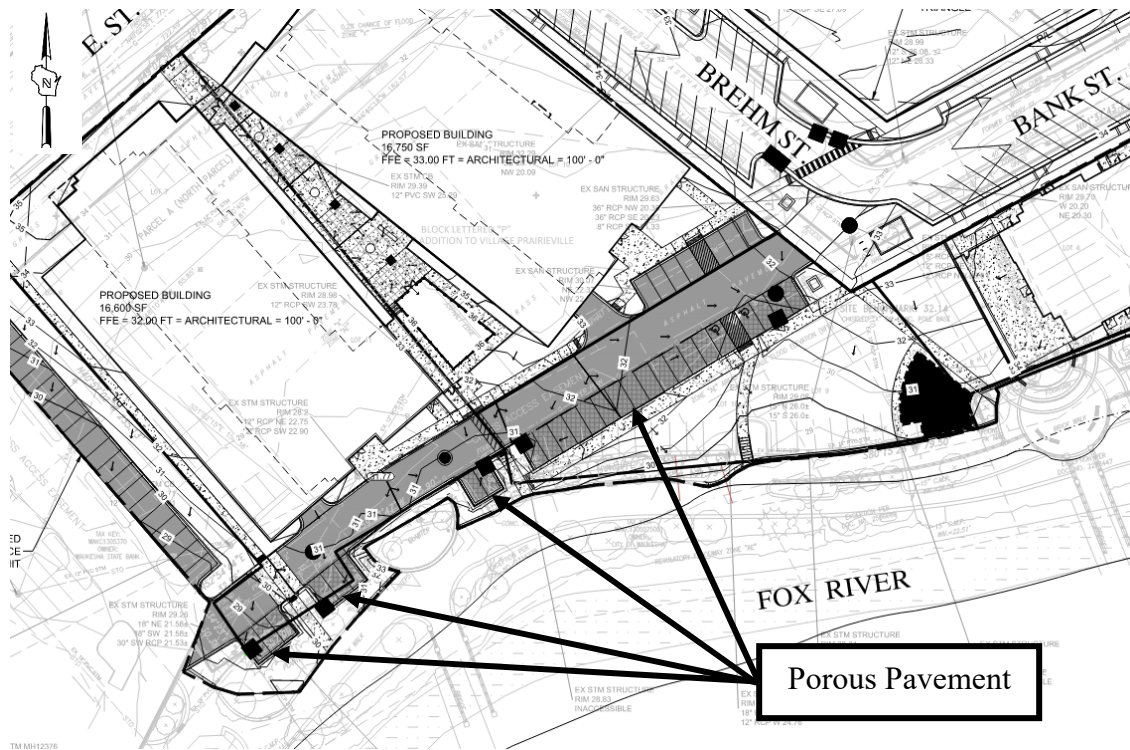
## Exhibit B - Location Map

### Storm Water Management Practices Covered by this Agreement

The stormwater 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 porous pavement and all associated pipes.

**Development Name:** General Capital - Proposed Residential Riverfront Site  
**Stormwater Practices:** Porous Pavement  
**Location of Practices:** East St. Paul Avenue, Waukesha, WI  
**Owner:** General Capital Acquisitions, LLC

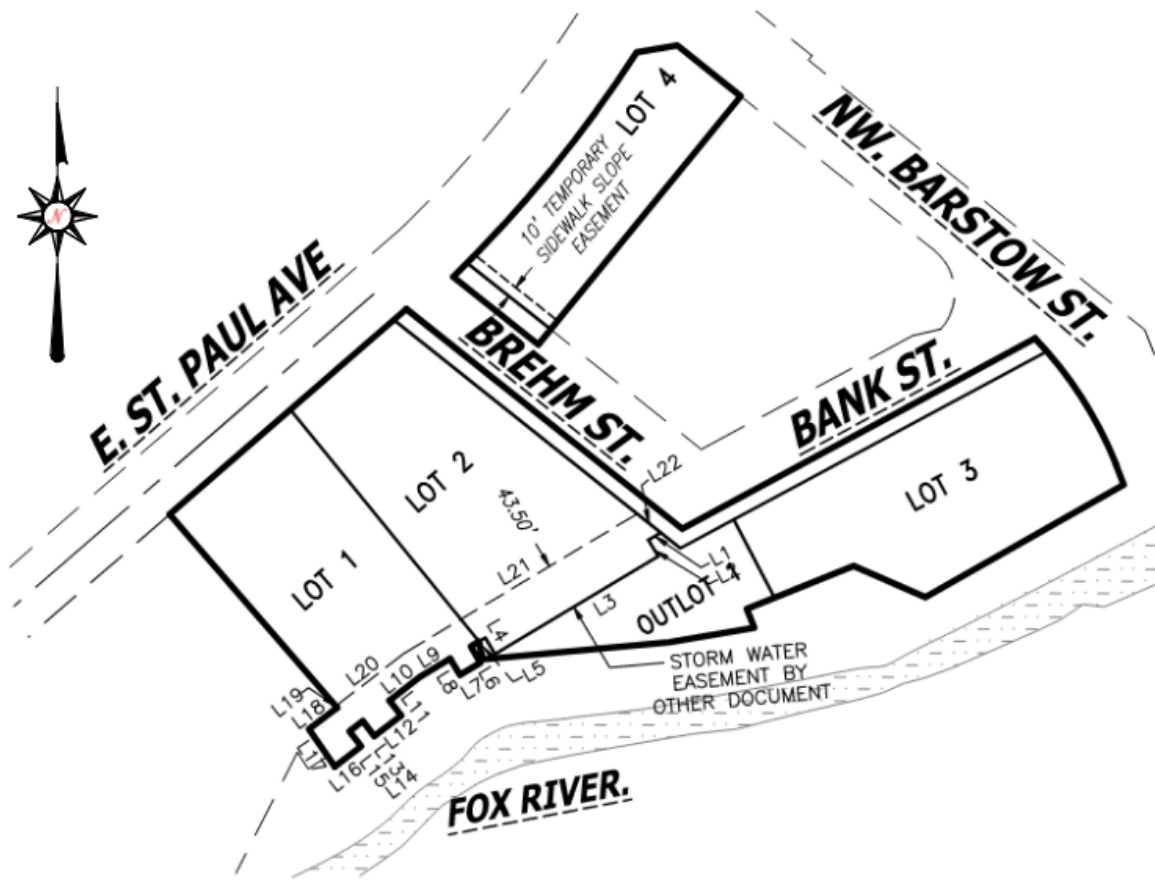
**Figure B1**  
Plan View of Storm Water Practices



**Storm Water Easement Boundary Description:**

Part of Lots 1 and 2 and Outlot 1 of Certified Survey Map No. \_\_\_\_\_, in the Southeast and Southwest 1/4 of the Northeast 1/4 of Section Three (3), Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows; Beginning at the Southeast corner of Lot 2 of said Certified Survey Map No. \_\_\_\_; thence South 59°10'11" West along the South line of said Lot 2 a distance of 13.09 feet to a point; thence South 30°54'02" East along said South line 17.52 feet to a point; thence South 59°05'39" West along said South line 175.00 feet to a point; thence North 30°54'21" West along said South line 11.38 feet to point; thence South 59°16'59" West 15.50 feet to a point; thence South 30°54'21" East along the South line of said Lot 1 a distance of 11.43 feet to a point; thence South 59°05'39" West along said South line 22.00 feet to a point; thence North 30°54'21" West along said South line 17.50 feet to a Point; thence South 59°05'39" West along said South line 32.30 feet to a point; thence South 52°15'06" West along said South line 35.52 feet to a point; thence South 37°44'54" East along said South line 17.46 feet to a point; thence South 52°15'06" West along said South line 31.00 feet to a point; thence North 37°44'54" West along said South line 17.50 feet to a Point; thence South 52°15'06" West along said South line 15.32 feet to a point; thence South 37°44'54" East along said South line 17.50 feet to a point; thence South 52°15'06" West along said South line 30.65 feet to a point in the West line of said Lot 1; thence North 34°23'14" West along said West line 41.92 feet to a point; thence North 52°54'44" East along said West line 32.56 feet to a point; thence North 40°56'58" West along said West line 2.00 feet to a point; thence North 52°15'06" East 79.14 feet to a point; thence North 59°05'39" East 249.69 feet to a point in the West line of Brehm Street; thence South 51°28'30" East along said West line 27.77 feet to the point of beginning.

**Figure B2**  
Storm Water Easement Boundary and Description



STORM WATER EASEMENT

LINE	BEARING	DISTANCE
L1	S59°10'11"W	13.09'
L2	S30°54'02"E	17.52'
L3	S59°05'39"W	175.00'
L4	N30°54'21"W	17.50'
L5	S59°16'59"W	15.50'
L6	S30°54'21"E	17.50'
L7	S59°05'39"W	22.00'
L8	N30°54'21"W	17.50'
L9	S59°05'39"W	32.30'
L10	S52°15'06"W	35.52'
L11	S37°44'54"E	17.46'
L12	S52°15'06"W	31.00'
L13	N37°44'54"W	17.50'
L14	S52°15'06"W	15.32'
L15	S37°44'54"E	17.50'
L16	S52°15'06"W	30.65'
L17	N34°23'14"W	41.92'
L18	N52°54'44"E	32.56'
L19	N40°56'58"W	2.00'
L20	N52°15'06"E	79.14'
L21	N59°05'39"E	249.69'
L22	S51°28'30"E	27.77'

## **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 porous pavement system is designed to remove a minimum 40% of sediment in runoff from paved parking areas and roads and maintain pre-development downstream peak flows. To do this, porous pavement system must be maintained as specified in this Agreement (see Figures 1, 2 and 3).

The porous pavement system receives runoff from a 0.57 acre drainage area. The system consists of stormwater infiltrating through 4" porous pavement and into a 24" gravel storage layer. 6" drain tile throughout the gravel storage layer will direct stormwater to existing storm sewer. "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 practice described above, the following activities must be completed by the Facility Manager:

1. Annual inspection of permeable pavement to evaluate the following in accordance with WDNR TS 1008.
2. Clean the pavement surface shall be conducted at least twice per year (April and October) using industry recommended methods, such as regenerative air or vacuum sweeping.
3. Snow and ice – Sand and anti-icing pre-treatments should not be used on pervious pavements. Vacuum cleaning MUST be performed after the winter season. Snow removal should not be performed using front end loaders or skid loaders by either scooping or back dragging to avoid damaging the surface.
4. Hazardous/toxic substances should never be located/used near or on pavement – A spill prevention plan must be implemented where there is likelihood of spills from hazardous materials (e.g. gasoline for lawn mowers, antifreeze for cars, solvents, pesticides, & cleaning aids) that can adversely affect SW if spilled. Releases shall be corrected as soon as identified.
5. Outlets provide stable conveyance out of facility – Trash, debris, or sediment accumulation or evidence of erosion should be checked for, at a minimum, every April and October.
6. Permeable pavement shall be vacuum swept every May and November with a regenerative air sweeper.
7. Preventative measures such as raking and removing leaves, vacuum sweeping, limited and controlled application of pesticides and fertilizers, and other good housekeeping practices that prevent pollutants from mixing with stormwater should be taken.
8. Performance – Biannually, verify that pervious pavement is draining as designed. If pavement is not draining precipitation per the designed rate, and/or ponding water is visible on the surface 8 hours after a rain event, the system is likely clogged. System must receive a deep or regenerative cleaning. After cleaning has been complete, system must be tested to confirm it is performing within an accepted range per the design.

**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 Part of Lots 1 and 2 and Outlot 1 of of CSM No. \_\_\_\_\_, described as being all that part of the Southeast and Southwest ¼ of the Northeast ¼ of Section Three (3), Township Six (6) North, Range Nineteen (19) East, in the 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 \_\_\_\_\_, 202\_.

**Owner:**

\_\_\_\_\_  
[Owners Signature – per the Maintenance Agreement]

\_\_\_\_\_  
[Owners Typed Name]

Name and Return Address

Parcel Identification Number(s) WAKC1305075,  
WAKC1305373, WAKC1305370

**Acknowledgements**

State of Wisconsin County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 202\_ , 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*

Pa



## Exhibit D Design Summaries for Porous Pavement

**Project Identifier:** General Capital - Proposed Residential Riverfront Site    **Project Size:** 2.89 Acres  
**No. of Lots:** 4  
**Number of Runoff Discharge Points:** 4      **Watershed (ultimate discharge):** Fox River  
**Watershed Area** (including off-site runoff traveling through project area): 3.78 acres

**Watershed Data Summary.** The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design for Porous Pavement.

Summary Data Elements	Existing Watershed Area
	Pre-develop
Watershed Areas ( <i>in acres</i> ) ( <i>see attached map</i> )	3.78 acres
Average Watershed Slopes (%)	1-6%
Land Uses ( <i>% of each</i> ) ( <i>see attached map</i> )	2.33 ac. Paved parking (62%) 1.45 ac. Grass, Fair (38%)
Runoff Curve Numbers	RCN = 93
Conveyance Systems Types	Storm Sewer
Summary of Average Conveyance System Data	Existing Storm Sewer
Time of Concentration ( <i>T<sub>c</sub></i> ) ( <i>see attached map &amp; worksheets</i> )	0.1 hrs.
25% of 2-yr 24-hr post-dev runoff volume	N/A
1-year/24 hour Runoff Volume	N/A
2-yr./24 hour Peak Flow ( <i>see attached hydrographs</i> )	12.70 cfs
10-yr./24 hour Peak Flow	19.06 cfs
100-yr./24 hour Peak Flow	32.43 cfs

### Exhibit D (continued)

Summary Data Elements	Roof Area 1	Roof Area 2	Roof Area 3	Watershed Area 1	Watershed Area 2	Offsite Area 1	Offsite Area 2
	Post-develop	Post-develop	Post-develop	Post-develop	Post-develop	Post-develop	Post-develop
<b>Watershed Areas (in acres)</b> <i>(see attached map)</i>	0.59 acres	0.61 acres	0.73 acres	0.11 acres	0.57 acres	0.44 acres	0.72 acres
<b>Average Watershed Slopes (%)</b>	N/A	N/A	N/A	1-3%	1-8%	2-14%	2-8%
<b>Land Uses (% of each)</b> <i>(see attached map)</i>	0.59 ac. Roofs (100%)	0.61 ac. Roofs (100%)	0.73 ac. Roofs (100%)	0.11 ac. Paved Parking (100%)	0.45 ac. Paved Parking (78%) 0.13 ac. Grass, Good (22%)	0.21 Paved Parking (47%) 0.23 ac. Grass, Good (53%)	0.25 Paved Parking (34%) 0.47 ac. Grass, Good (66%)
<b>Runoff Curve Numbers</b>	RCN = 98	RCN = 98	RCN = 98	RCN = 98	RCN = 94	RCN = 89	RCN = 82
<b>Conveyance Systems Types</b>	Building Sewer	Building Sewer	Building Sewer	Storm Sewer	Storm Sewer	Sheet Flow	Sheet Flow
<b>Summary of Average Conveyance System Data</b>	12" building sewer	12" building sewer	12" building sewer	Storm Sewer (Tc Min 6.0)	Storm Sewer (Tc Min 6.0)	Downslopes (Tc Min 6.0)	Downslopes (Tc Min 6.0)
<b>Time of Concentration (Tc)</b> <i>(see attached map &amp; worksheets)</i>	0.1 hrs.	0.1 hrs.	0.1 hrs.	0.1 hrs.	0.1 hrs.	0.1 hrs.	0.1 hrs.
<b>25% of 2-yr 24-hr post-dev runoff volume</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>1-year/24 hour Runoff Volume</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>2-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	2.27 cfs	2.34 cfs	2.81 cfs	0.44 cfs	1.98 cfs	1.28 cfs	1.48 cfs
<b>10-yr./24 hour Peak Flow</b>	3.23 cfs	3.33 cfs	3.99 cfs	0.62 cfs	2.94 cfs	2.03 cfs	2.61 cfs
<b>100-yr./24 hour Peak Flow</b>	5.26 cfs	5.42 cfs	6.51 cfs	1.01 cfs	4.95 cfs	3.62 cfs	5.17 cfs

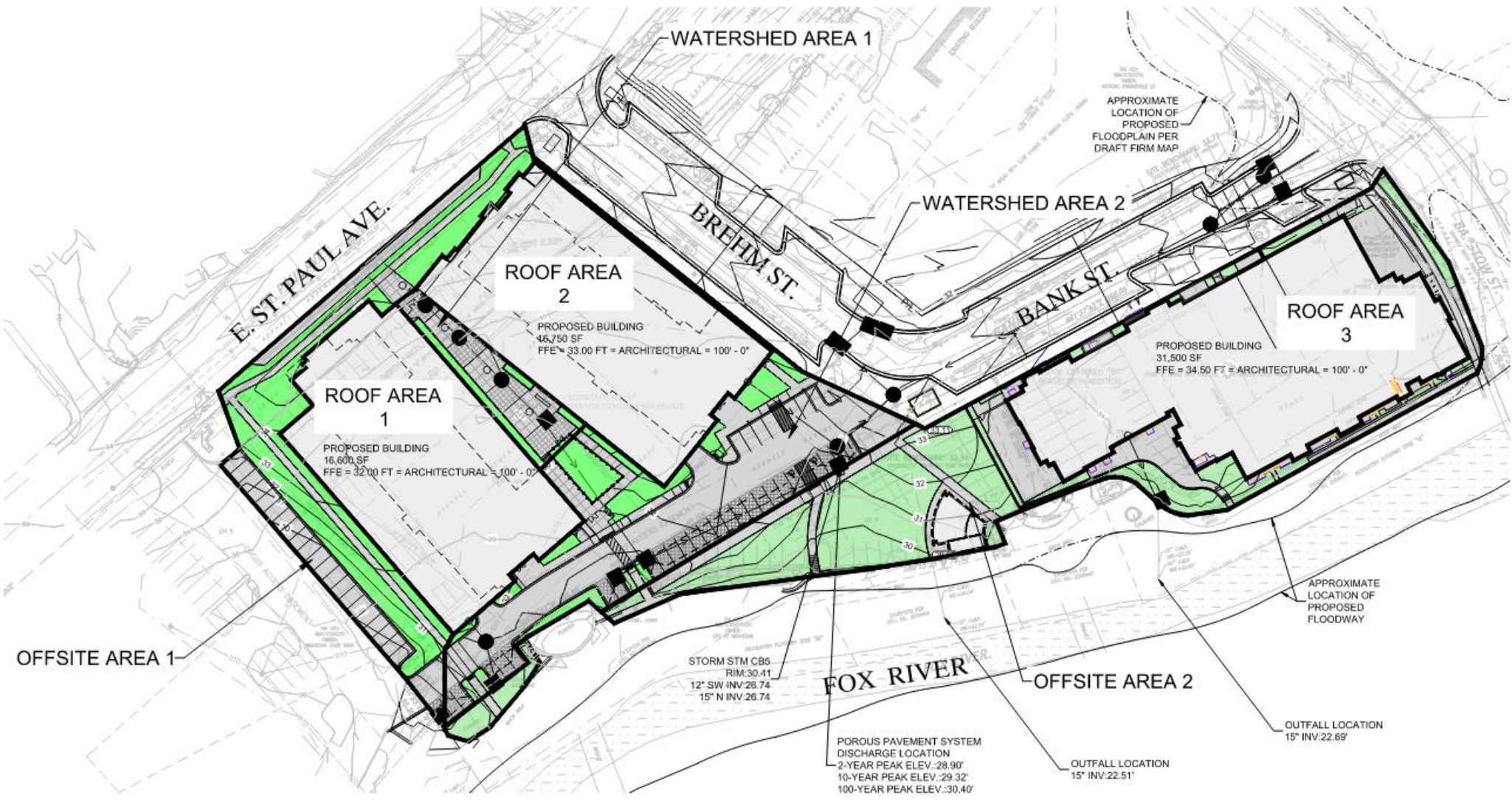
## Exhibit D (continued)

<b>Design Basin Inflow, Outflow &amp; Storage Data</b> (see attached hydrographs and detail drawings)				
<b>Inflow Peak/Volume</b>	<b>Maximum Outflow Rate</b>	<b>Max. Water Elevation</b>	<b>Storage Volume at Max. Elev. (above perm. pool)</b>	<b>Outflow Control Structures*</b>
1-yr./24 hr. (volume)	0.64 cfs (24 hr. drawdown)	28.79 ft.	0.029 acre feet	#1
1.98 cfs (Post 2-yr./24 hr. peak)	0.71 cfs	28.90 ft.	0.034 acre feet	#1
2.94 cfs (Post 10-yr./24 hr. peak)	0.94 cfs	29.32 ft.	0.051 acre feet	#1
4.95 cfs (Post 100-yr./24 hr. peak)	1.36 cfs	30.40 ft.	0.091 acre feet	#1

\* #1 = 6 inch drain tile @ 28.08

## **Exhibit D (continued)**

**Watershed Map.** The watershed map shown below was used to determine the post-development data contained in this exhibit.



# Exhibit E

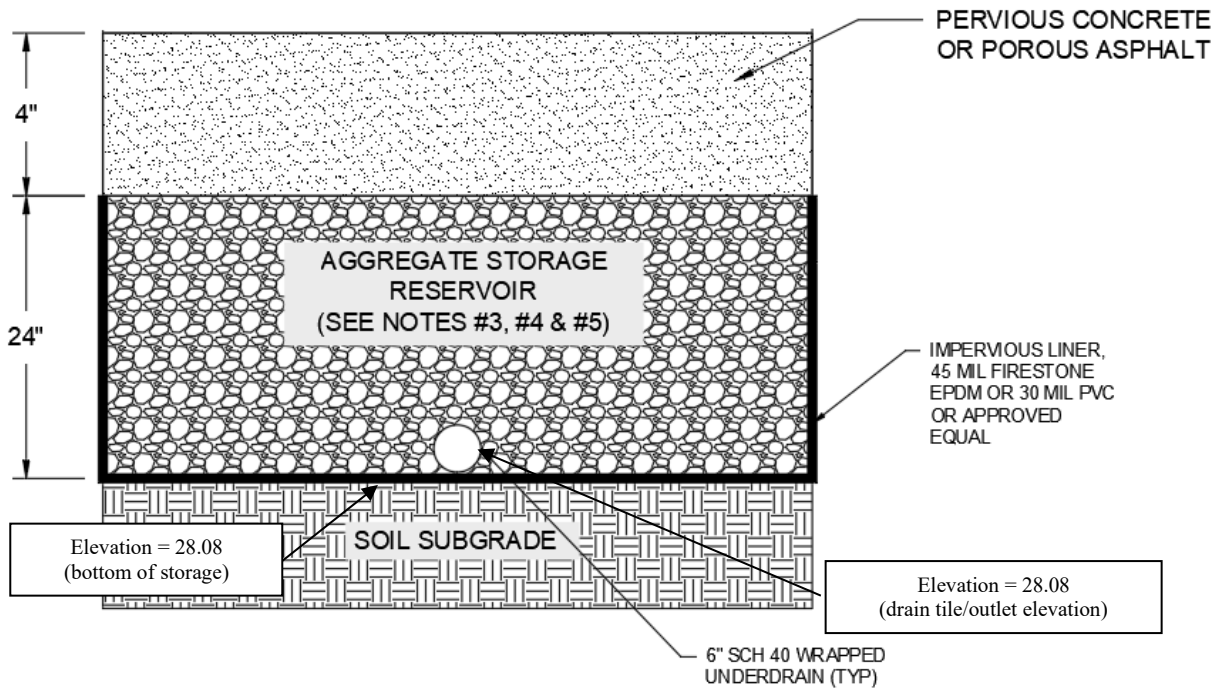
## As-built Survey for Porous Pavement

Project Identifier: General Capital - Proposed Residential Riverfront Site  
Storm water Practice: Porous Pavement  
Location of Practice: Parts of Lots 1 and 2 and Outlot 1 of CSM No. \_\_\_\_\_

### Exhibit E

#### Cross-Section A – A'

Figure 1



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

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

TO: City of Waukesha

FROM: The Sigma Group

RE: Engineering/Construction Verification for the following project:  
Project Name: General Capital - Proposed Residential Riverfront Site  
Section \_\_\_\_\_, Town of \_\_\_\_\_  
Storm Water Management & Erosion Control Permit # \_\_\_\_\_  
Storm Water Management Practices: Porous Pavement System

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:]*

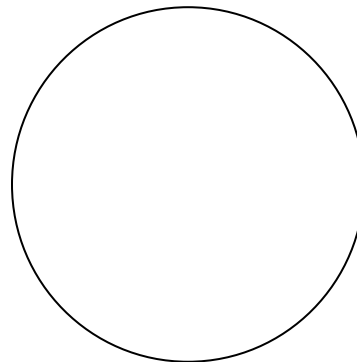
1. Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.

*[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: General Capital - Proposed Residential Riverfront Site

Location: All that part of the Southeast and Southwest Quarter of the Northeast Quarter of Section 3, Township 6N, Range 19E (City of Waukesha)

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 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 \_\_\_\_\_, 202\_.

City of Waukesha representative:

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

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

**Acknowledgements**

State of Wisconsin  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 202\_, 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: \_\_\_\_\_