

# Storm Water Management Practice Maintenance Agreement

Document Number

Rolling Meadows, 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: WAKC1372996004

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 such. 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 \_\_\_\_\_, 2025.

**Owner:**

\_\_\_\_\_  
Owners Signature

John Marek

\_\_\_\_\_  
Owners Typed Name

## Acknowledgements

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, 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:\_\_\_\_\_.

**This document was drafted by:**

**James R. Maloney, PE  
JRM Consulting, LLC  
3904 Oakmont Trail  
Waukesha, WI 53188**

*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025\_.

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

\_\_\_\_\_  
Katie Panella, City Clerk

**Acknowledgements**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, 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:\_\_\_\_\_.

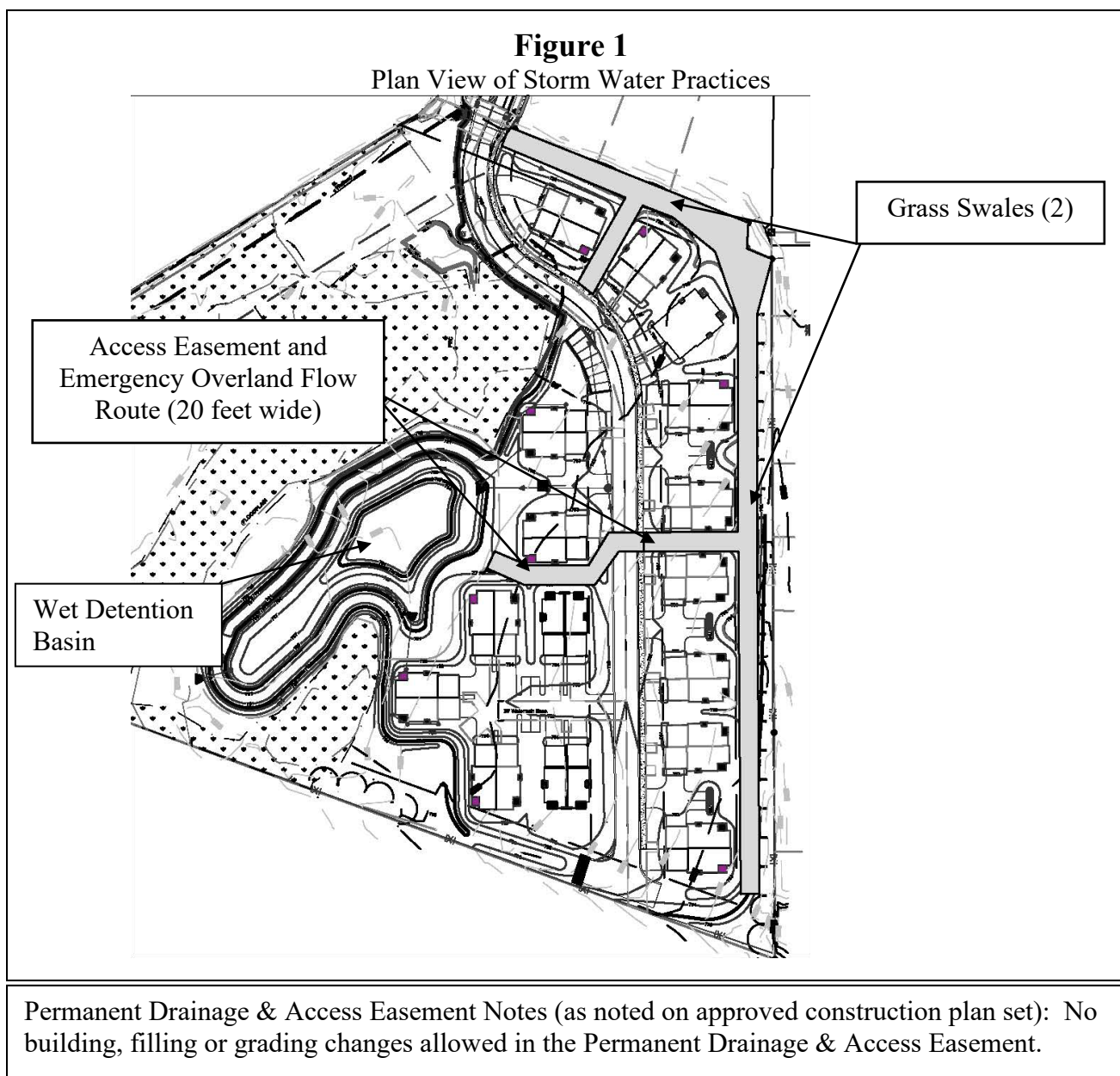


## Exhibit B - Location Map

### 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 basin, grass swales (conveying storm water to the basin) and all associated pipes, earthen berms, and other components of these practices. All of the noted storm water management practices are located on the parcel as noted in Exhibit A.

Subdivision Name:       **Rolling Meadows Town Homes**  
Storm water Practices:   **Wet Detention Basin and Grass swales and Emergency Overland Flow Route**  
Location of Practices:   **Permanent Drainage & Access Easements throughout Rolling Meadows Town Homes**  
Owner of Pond:         **Rolling Meadows, LLC, Buildings 1-16**



## **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 basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. In addition to runoff conveyance, the grass swales also allow infiltration and filtering of pollutants, especially from smaller storms. The main basin will trap the finer suspended sediment. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement.

The main basin receives runoff from a 6.42+/- acre drainage area. 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 12-inch ADS pipe extending through the berm in the southwest corner of the basin (see Figures 1). On the face of the 48-inch stand pipe, there is a 7" drilled hole orifice and screen with stone in front of it. This orifice controls the water level and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the grated concrete riser or flow over the TRM lined emergency spillway. "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, especially the washed stone in front of the 7-inch orifice and the trash rack on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales and storm water access easement/emergency overland flow route 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, filling, planting or landscaping is allowed in these areas that may interrupt flows in any way.
3. 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.
4. NO trees are to be planted or allowed to grow on the earthen pond berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. 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.
6. 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.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin 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.
8. 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 from the basin will cause resuspension of previously trapped sediments and increase downstream deposition.

9. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
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 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.

**Storm Sewer System Description:**

The storm sewer system is designed to convey storm water from the paved area and buildings safely to the wet detention pond. To accomplish these objectives and ensure the proper long-term function of the stormwater management practices described above, the storm sewer system must be maintained as specified below:

**Storm Sewer Minimum Maintenance Requirements:**

1. Inspected monthly and after all rainfall of 0.5 inches or more during a 24-hour period for the presence of litter and other debris. Inspect the contributory drainage area for any modifications that may alter the volume, frequency, or pollutant load of runoff entering the storm inlets.
2. Inspect the inlet structures for the accumulation of sediment, litter, or debris. Litter and debris should be immediately removed from the structure to prevent clogging.
3. The outlet structure shall be checked regularly for clogging until all soil surfaces have an established vegetative cover, then inspect at least quarterly and after all rainfall of 0.5 inches or more during a 24-hour period. Any litter or debris shall be removed. Excessive material deposited at the storm sewer outfall is indicative of a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.