

(Sample) Storm Water Management Practice Maintenance Agreement

Document Number

RMMI, 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) – (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 _____, 2021.

Owner:

(General Managers Signature)

Larry Mackowski, General Manager
RMMI, LLC

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2021, the above named Larry Mackowski, General Manager, RMMI, LLC 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]

City of Waukesha Common Council Approval

Dated this ___ day of _____, 2021.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2021, 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:_____.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

We, Ruekert & Mielke, Inc., registered land surveyors, do hereby certify that at the direction of the Owner, we have made this survey being that part of the Northwest 1/4 of Section 31, Town 7 North, Range 20 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of Section 31; thence North 89° 11' 14" East, along the North line of the Northwest 1/4 of Section 31, 695.01 feet to the place of beginning of the parcel of land hereinafter described; thence continuing North 89° 11' 14" East along said Section line, 400.00 feet; thence South 00° 28' 14" West, 204.89 feet to a point of curve; thence along the arc of a curve, 80.17 feet, center of which lies to the East, radius of 214.73 feet, and a chord bearing South 10° 13' 35" East, 79.71 feet; thence North 69° 04' 36" East, 66.00 feet to a point on the arc of a curve; thence along the arc of a curve, 27.82 feet, center of which lies to the East, radius of 148.73 feet, and a chord bearing South 26° 16' 55" East, 27.78 feet; thence South 31° 38' 25" East, 125.76 feet; thence South 72° 31' 35" West, 3.09 feet; thence South 31° 38' 25" East, 25.00 feet to a point on the Northerly right-of-way line of U.S.H. "18"; thence South 58° 21' 35" West, 60.00 feet; thence North 31° 38' 25" West, 25.00 feet; thence South 44° 29' 51" West, 3.09 feet; thence North 31° 38' 25" West, 125.76 feet; thence South 58° 21' 35" West, 25.00 feet; to a point of curve; thence along the arc of a curve, 27.49 feet, center of which lies to the Southeast radius of 17.50 feet and a chord bearing South 13° 21' 35" West, 24.75 feet; thence South 31° 38' 25" East 118.75 feet; thence South 44° 29' 51" West, 56.14 feet to a point on the Northerly right-of-way line of U.S.H. "18"; thence South 58° 21' 35" West, 279.73 feet; thence North 29° 10' 57" West, 376.50 feet; thence North 00° 48' 46" West, 310.00 feet to the place of beginning.

That we have made this survey, land division, and map by the direction of the below named owners of said land.

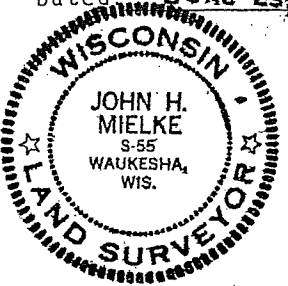
That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That we have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the regulations of the City of Waukesha in surveying, dividing and mapping the same.

Dated: ~~June 25, 1976~~

RUEKERT & MIELKE, INC.

John H. Mielke
John H. Mielke, President S-55



CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Lillie 18-94 Corp., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin as Owner, does hereby certify that said Corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

300



affidavit of correction in R-1165 D-1204

CERTIFIED SURVEY MAP NO. 6020

PAGE 1 OF 4

BEING A REDIVISION OF PARCEL NO. 1 OF CERTIFIED SURVEY MAP NO. 5490 BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 20 EAST, IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN.

PREPARED BY:
American Surveying Company, Inc.
1285 Sunnyridge Road
Pewaukee, WI 53072

REFERENCE MERIDAN: All bearings are referenced to the West line of the SW 1/4 being N 01°26'00" W, Wisconsin State Plane Coordinate System, Southern Zone.

LEGEND:

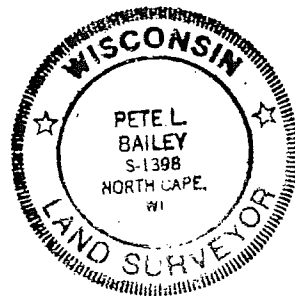
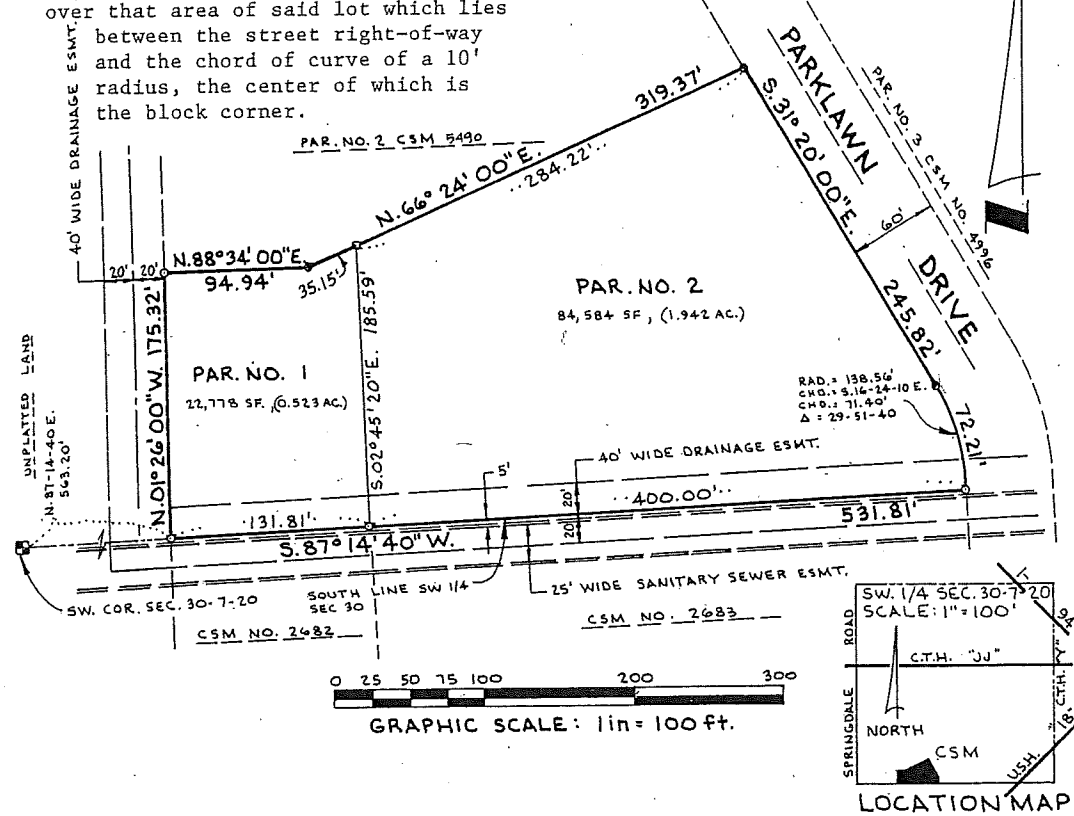
o - Denotes No. 6 Rebar, 3/4" Dia., 24" long, 1.50 lbs/ln.ft., w/cap.

e - Denote Rebar found.

3) No buildings or fences shall be constructed in Easement: No trees or bushes which grow to more than four feet in height shall be planted within said easements shown on map without approval by the City of Waukesha Engineering Department.

NOTES:

1) There shall be a 10 foot wide temporary slope easement across the front of all lots, said easement not to be permanently improved and to be in effect until concrete sidewalk is installed. 2) An easement for sidewalk purposes shall apply to all lots at street corners, Said easement shall be over that area of said lot which lies between the street right-of-way and the chord of curve of a 10' radius, the center of which is the block corner.



REGISTER'S OFFICE) 1563786
SS. No. _____

Waukesha Co. Wis.)
RECEIVED FOR RECORD THE 9 DAY
November A.D. 19*79* AT *10:39* P.M.
O'CLOCK P.M. & RECORDED IN *Vol 49*
OF CSM'S ON *pgs 194-197*
Michael J. Hassinger
REGISTER
by Maureen Douglas Deputy

Stock No. 26273

CERTIFIED SURVEY MAP NO. 6020 PAGE 2 OF 4

BEING A REDIVISION OF PARCEL NO. 1 OF CERTIFIED SURVEY MAP NO. 5490 BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 20 EAST, IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN.

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

SURVEYOR'S CERTIFICATE:

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Parcel No. 1 of Certified Survey Map No. _____ being a part of the Southwest 1/4 of the Southwest 1/4 of SECTION 30, Town 7 North, Range 20 East, in the City of Waukesha, County of Waukesha, State of Wisconsin. COMMENCE at the Southwest corner of said Section; THENCE N 87°14'40" E, along the South line of said 1/4 Section, 563.20 feet to the POINT OF BEGINNING; THENCE N 01°26'00" W, 175.32 feet, to a point; THENCE N 88°34'00" E, 94.94 feet, to a point; THENCE N 66°24'00" E, 319.37 feet, to a point in the West line of WEST PARKLAWN DRIVE; THENCE S 31°20'00" E, along said West line, 245.82 feet, to a point of curvature; THENCE Southeasterly along a curve to the right whose radius is located Southwesterly [radius is 138.56 feet, chord is 71.40 feet, chord bearing is S 16°24'10" E], along said West line, 72.21 feet, to a point in the South line of said 1/4 Section; THENCE S 87°14'40" W, along said South line, 531.81 feet, to the POINT OF BEGINNING.

Contains 2.46 acres of land.

THAT such map is a correct representation of all exterior boundaries of the land surveyed and the land-division thereof made.

THAT I have made such survey, land-division and map by the direction of the owners of said lands.

THAT I have fully complied with the provision of Chapter 236 of the Wisconsin Statutes and the requirements of the City of Waukesha, in surveying, dividing, and mapping the same.

Pete L. Bailey
AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, RLS NO. 1398
Dated this 3rd day of October, 1989
REVISED THIS 13th DAY OF OCTOBER, 1989

CURVE DATA

CURVE NO.	PARCEL NO.	ARC LENGTH	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE
1	2	72.21	138.56	71.40	S 16°24'10" E	29°51'40"	14°55'50"



Exhibit B – Location Map

An overview of the stormwater management practices covered by this Agreement is depicted in the attached copy of the proposed grading plan. The practices include one wet detention basin, stormwater plumbing system, pyramat and grassed overflow spillway swale, rip rap, and other components of these practices. All of the noted stormwater management practices are located within the International Infiniti and Mercedes-Benz of Elmbrook property. Refer to the approved construction plans for additional details on the stormwater management practices.

Subdivision Name(s): **International Infiniti and Mercedes-Benz of Elmbrook**

Stormwater Practices: **Wet Detention Basin**

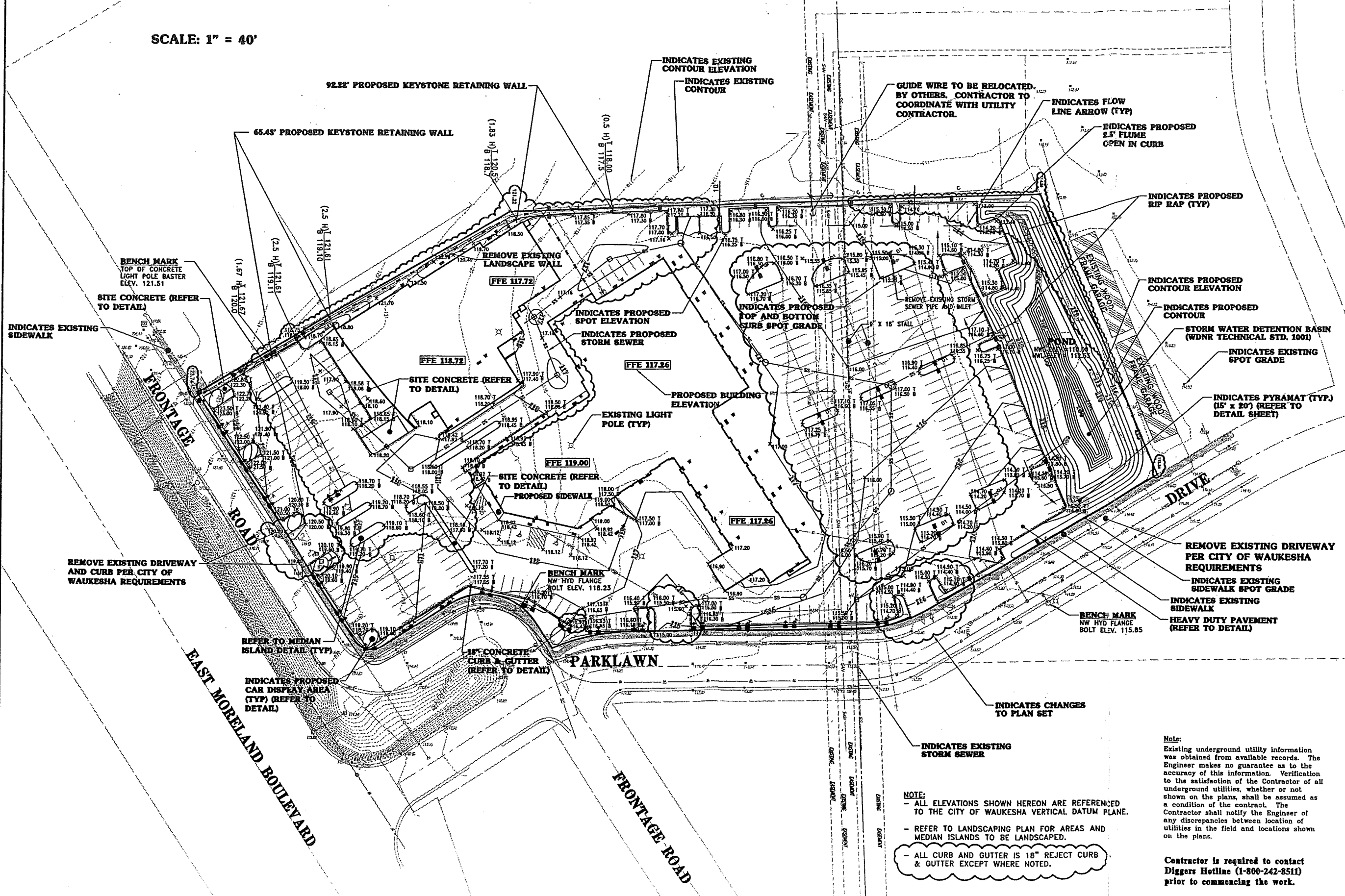
Location of Practices: **International Infiniti and Mercedes-Benz of Elmbrook Property**

Owners of Location: **International Autos**

PROPOSED GRADING PLAN



SCALE: 1" = 40'



Job number: 04-001
 drawn by: K.F.J.
 checked by: M.J.L.

LOSIK ENGINEERING DESIGN GROUP
 3815 N. Brookfield Road
 Brookfield, WI 53005
 Phone: (262) 790-1480
 Fax: (262) 790-1481
 E-mail: ledg@biewi.com

date	description
03-17-06	REVISED PLAN SET
06-08-06	REVISED PER CLIENT REVIEW AND PLAN COMMISSION REVIEW
06-26-06	ISSUED FOR BID PACKAGE #1
08-11-06	REVISED FOR CLIENT AND PLANNING COMMISSION
09-07-06	PER CITY REVIEW
09-18-06	PER CITY REVIEW
10-23-06	PER CITY REVIEW

This drawing, as an instrument of service, is and shall remain the property of the Engineer and shall not be modified, reproduced, published or in any way used without the express written permission of the Engineer.

"INTERNATIONAL INFINITI AND MERCEDES-BENZ OF ELMBROOK"
 WAUKESHA, WISCONSIN

PROPOSED GRADING PLAN

C.006

AUGUST 11, 2006

NOTE:
 - ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE CITY OF WAUKESHA VERTICAL DATUM PLANE.
 - REFER TO LANDSCAPING PLAN FOR AREAS AND MEDIAN ISLANDS TO BE LANDSCAPED.
 - ALL CURB AND GUTTER IS 18" REJECT CURB & GUTTER EXCEPT WHERE NOTED.

Note:
 Existing underground utility information was obtained from available records. The Engineer makes no guarantee as to the accuracy of this information. Verification to the satisfaction of the Contractor of all underground utilities, whether or not shown on the plans, shall be assumed as a condition of the contract. The Contractor shall notify the Engineer of any discrepancies between location of utilities in the field and locations shown on the plans.

Contractor is required to contact Diggers Hotline (1-800-242-8511) prior to commencing the work.

693/04001-01/180MG001

Exhibit C

Minimum Stormwater Practice Maintenance Requirements

This exhibit explains the basic function of each of the stormwater 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 stormwater practice that is caused by lack of maintenance will subject the Responsible Party to enforcement of the provisions listed on Page 1 of this Agreement by the City of Waukesha.

I. WET DETENTION BASIN SYSTEM DESCRIPTION

The International Infiniti and Mercedes-Benz of Elmbrook site will be a car dealership consisting of a new Infiniti building and an addition to the existing service building which will be a Mercedes-Benz building. The site has been modeled as commercial land with the parking area as parking and storage area, and the islands and remaining green space as small landscaped areas.

The storm water runoff will be collected in a storm sewer system and conveyed to a wet pond located on the north side of the property. Furthermore the parking lot has been designed to slope towards the detention pond to collect any runoff that is not picked up by the storm sewer system. The wet detention pond will collect nearly all the runoff from the site's impervious surfaces.

The wet detention pond has been analyzed for the two (2.57"), ten (3.62"), and one hundred-year (5.88") events. The Storms used were the storms listed in SEWRPC's Technical Report 40, Table 18. TR-55 Type II rainfall distribution is used. The necessary hydrographs were generated to determine the storm water runoff rates, depths and volumes for pre and post development conditions. The wet detention pond outlet structure is modeled as a 2' orifice. (Refer to Storm Water Management Report for International Infiniti and Mercedes-Benz of Elmbrook)

Suspended solids will be removed from the runoff first by deep sump catch basins which are scheduled to be cleaned out once a year in the spring. The catch basins are 24" X 36" pre-cast structures with a sump of two feet. The sumps have a capacity of 12 cubic feet of sediment. The sumps are deep to prevent re-suspension of sediment trapped by the catch basins.

The catch basins on the property must be cleaned annually. The north wet pond has a capacity to store 3789 cubic feet of sediment and maintain a 3' column of water over stored sediment. It is recommended that the pond be cleaned annually for the first two years. The amount of sediment removed should be analyzed to determine if the cleaning can be done bi-annually or over a longer period of time.

The wet detention pond has been design per WDNR Technical Standard 1001. Actual elevations (and more detailed information on the designs) can be obtained by contacting the City of Waukesha, and can be used as a reference point during maintenance inspections.

II. ROUTINE MAINTENANCE FOR WET DETENTION BASIN

A. Inspections

1. Inspections of the pond shall be at a minimum of twice per year. Once in the Spring and one in the Fall. The inspection should be completed, preferably, during wet weather conditions to determine if the ponds are functioning properly.
2. Inspection priorities shall include:
 - a. Visual observation of the embankments for subsidence, erosion, cracking and woody plant material growth.
 - b. Visual observation of the conditions of the emergency spillway.
 - c. Visual observation of accumulation of sediment and debris at the 30-inch storm sewer system outfall structure and the 24-inch pond outfall structure.
 - d. Visual observation of accumulation of sediment and debris in the barrels of the outlet structure and the outlet structure trash grate.
 - e. Visual obstruction of the adequacy of riprap channel erosion protection measures.
 - f. Visual observation and confirmation of any modification of the contributory watershed.
 - g. Visual observation of the pond and channel side slope integrity.
3. As-built plans shall be used for reference during the inspection procedures.

B. Mowing.

1. The side slopes and embankments shall be mowed at least two times per year to prevent the growth of woody plants and control weed growth.
2. Additional mowing to further control the growth of weeds may be completed at the discretion of owner.

C. Debris and Litter Removal.

1. Debris and litter shall be removed from pond area.
2. Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging.

D. Erosion Control.

1. If the pond side slopes, emergency spillway and embankment suffer from slumping and/or erosion, correction measures such as re-grading, riprap replacement and re-vegetation may be required. The owner shall complete the appropriate corrective

measure to repair the problem.

E. Nuisance Control.

1. Biological control of nuisance algae and mosquitoes utilizing flat head minnows should be considered in lieu of chemical controls.
2. Mechanical control of these nuisances may be considered as another option to chemical or biological control.

III. NON-ROUTINE WET DETENTION BASIN MAINTENANCE

A. Structural Repairs and Replacement.

1. Eventually, the primary outlets for the ponds will deteriorate and will need replacement. Routine maintenance and inspections will insure longevity of structures.

B. Sediment Removal.

1. A sediment clean out cycle is recommended every 10 to 20 years. The storm water management plan recommends sediment removal from the permanent pool area once the permanent pool depth is less than 3.5 feet.
2. Bottom surveys of the sediment depth shall be completed on a 5-year basis. If the sediment survey reveals an accelerated deposition rate, upstream conditions should be inspected for erosion control and sedimentation problems. Control of upstream erosion and sediment transport will decrease the rate of sediment deposition and thus preclude frequent, costly dredging and disposal operation.

IV. ROUTINE MAINTENANCE FOR STORMWATER PLUMBING SYSTEM

A. Operations and Maintenance Plan

1. The Department of Commerce required a Stormwater Plumbing System Operations and Maintenance Plan for approval. (Refer to attachment)

V. 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.

INTERNATIONAL INFINITI AND MERCEDES-BENZ OF ELMBROOK

Stormwater Plumbing System Operations and Maintenance Plan

1. Accumulated solids or byproduct removal requirements:
 - a. Inlets are to be cleaned on an annual basis from May to June of each year.
 - b. Inlets are to be cleaned utilizing vacuum equipment in accordance with Local and State regulations.
2. Identification of Safety Hazards
 - a. Storm manholes may be considered “confined spaces” and appropriate “confined space entry” requirements must be met in accordance with Local and State regulations.
 - b. Flared End Sections shall be inspected bi-annually to ensure that attached trash racks remain in place. Should a trash rack be found in a state of disrepair, make appropriate repairs.
3. Cleaning and Inspection Schedule
 - a. Inspect entire system including: inlets, grates, manhole covers, and flared end sections on semi-annual basis for deficiencies. Said inspection shall take place in the spring and fall of each year.
 - b. Spring inspection shall be completed prior to each spring cleaning cycle.
4. Inspection and Maintenance Checklist.
 - a. See attached Inspection and Maintenance Checklist.
5. Start up and Shutdown Procedures.
 - a. Upon stabilization of worksite, all erosion control measures shall be removed.
6. Contingency Plan in event of System Failure.
 - a. If stormwater inlets cease functioning properly, inspect in the following order:
 - i. Pond Outfall structure.
 1. If blocked, clear blockage.
 - ii. Storm sewer system outfall structures.
 1. If blocked, clear blockage.
 - iii. Blockage in mainline storm sewer.
 1. Perform video inspection of mainline storm sewer.
 2. Clean and repair as required.
 - iv. Stormwater Inlets.
 1. Inspect inlet grate for blockage, clean as required.
 2. Inspect inlet outfall pipe for blockage, clean as required.

INTERNATIONAL INFINITI AND MERCEDES-BENZ OF ELMBROOK
 Stormwater Plumbing System Operations and Maintenance Checklist

Structure Designation	Date Inspected	Observations and Comments
CB 4		
CB 5		
CB 6		
CB 7		
CB 8		
CB 12		
MH 1		
MH 2		
MH 3		
MH 9		
MH 10		
MH 11		