Storm Water Management Maintenance Agreement

Paul Krejcarek of Fisher Barton, 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.

City of Waukesha
201 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – (PIN):
WAKC0969992001 & WAK0952993

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 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 _____, 202_.

Owner:

_____
(Owners Signature)

Paul Krejcarek
(Owners Typed Name)

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:_____.

This document was drafted by:

Mark Seidl

20725 Watertown Road Suite 100

Brookfield, WI 53186

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 _____, 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:_____.

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: **Accurate Specialties Inc.** Acres**: 14.466**
Date of Recording: **October 20, 2022**
Map Produced By: **Chaput Land Surveys, 234 W. Florida St. Milwaukee, WI 53204**
Legal Description: **The project site is composed of six parcels. A legal description of each is provided below. A copy of the ALTA/NSPS SURVEY is included on the next sheet. All Easements are marked appropriately.**

PARCEL I:
All that part of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point where the Northerly line of (old U.S. Highway 16) now County Trunk Highway "JJ" intersects the North-South 1/4 line of Section 22, Town 7 North, Range 19 East, distant North 0° 48' 40" East 271.98 feet from
the South 1/4 corner of the said Section 22, and thence South 47° 05' 20" East on said Northerly line of highway, 1452.43 feet to the point of beginning of the lands herein described:
thence continuing South 47° 05' 20" East on said Northerly line of said highway, 21.78 feet; thence South 42° 54' 40" West 27.00 feet to a point which is 33.0 feet Northerly at 90° from
centerline of the said highway; thence South 47° 05' 20" East and parallel with the said highway,
431.10 feet to Westerly line of land formerly conveyed to Adam Seitz; thence North 1° 21' 54" East on the said Westerly line, 334.64 feet; thence North 79° 28' 20" West 314.71 feet; thence South 10° 31' 40" West 65.0 feet to the point of beginning.

PARCEL II:
All that part of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, described as follows: Commencing at a point where the Northerly line of (old
U.S.H."16") now C.T.H. "JJ" intersects the North-South 1/4 line of Section 22, Town 7 North, Range 19 East, distant North 0° 48' 40" East 271.98 feet from the South 1/4 corner of the said Section 22, and thence South 47° 05' 20" East on the said Northerly line of highway, 1452.43
feet; thence North 10° 31' 40" East along the Easterly line of a 60 foot right of way 65.00 feet to
the point of beginning of the lands herein described; thence continuing North 10° 31' 40" East on said Easterly line of right-of-way 200.00 feet; thence South 84° 00' 40" East, 279.76 feet: thence
South l° 21' 54" West, 225.00 feet; thence North 79° 28' 20" West 314.71 feet to the point of beginning.

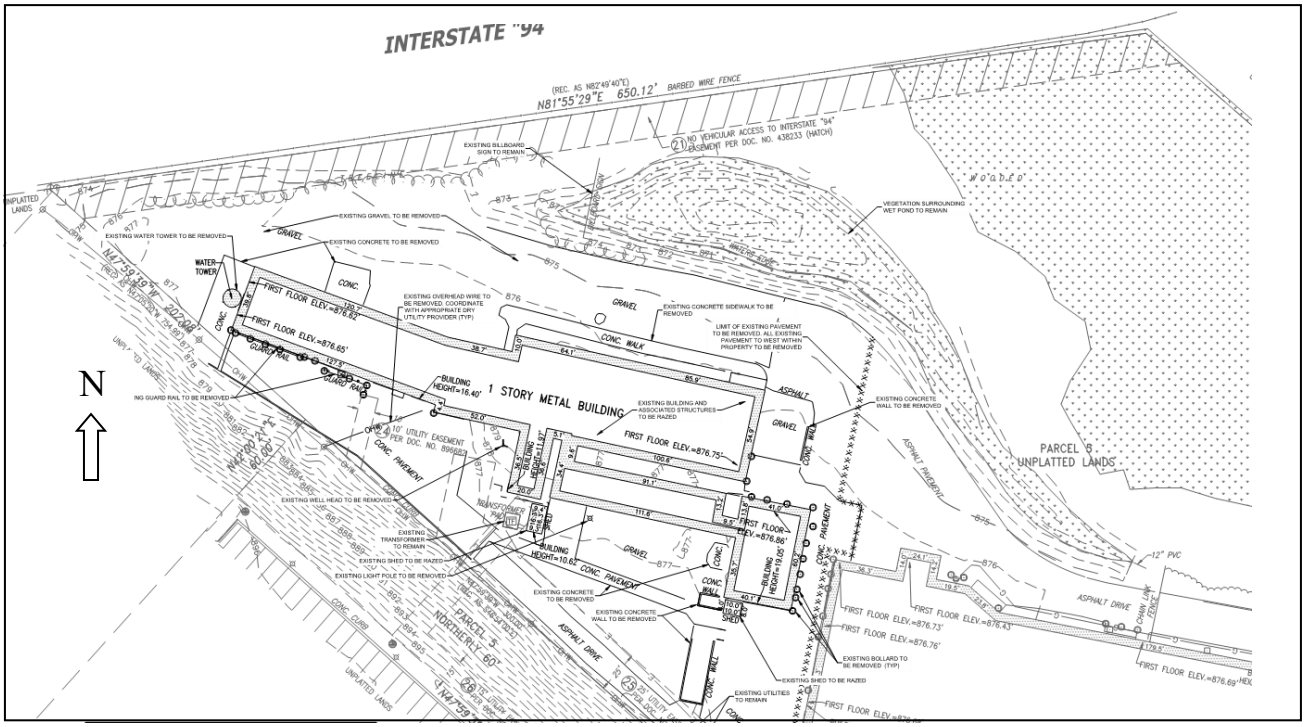
PARCEL III:
All that part of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, described as follows: Commencing at a point where the Northerly line of (old
U.S.H."16") now C.T.H. "JJ" intersects the North-South line of Section 22, Town 7 North,
Range 19 East, distant North 0° 48' 40" East, 271.98 feet from the South 1/4 corner of the said Section 22, and thence South 47° 05' 20" East on the said Northerly line of highway, 1381.38 feet to the point of beginning of the lands herein described: thence North 10° 31' 40" East,
676.48 feet to the North line of the said Section 27; thence South 89° 56' 20" East on the said North line of Section 27, 61.02 feet: thence South 10° 31' 40" West, 725.62 feet to the said
Northerly line of highway; thence North 47° 05' 20" West on the said Northerly line of highway,
71.05 feet to the point of beginning.
ALSO that part of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the point of intersection of the North-South 1/4 line of Section 22, Town 7 North, Range 19 East with the Northerly line of (old
U.S.H."16", S.T.H. "30") now C.T.H. "JJ", said point being distant North 0° 48' 40" East,

271.98 feet from the South 1/4 corner of said Section 22; thence South 47° 05' 20" East along said North highway line 1452.43 feet; thence North 10° 31' 40" East, 65 feet to the place of beginning of the parcel hereinafter described; thence South 79° 28' 20" East, 314.71 feet to a point in the Westerly line of land formerly conveyed to Adam Seitz: thence Northeasterly along said Adam Seitz Westerly line as now fenced and the Westerly line of Certified Survey Map
1082519, to a point in the North line of the said Section 27, which point is distant South 89° 56' 20" East, 77.88 feet from the South 1/4 corner of the Southeast 1/4 of Section 22, Town 7 North, Range 19 East; thence North 89° 56' 20" West, 204.75 feet to the intersection of said North line of Section 27 with the Easterly line of a .9540 acre right-of-way; thence South 10° 31' 40" West along the Easterly line of said right-of-way, 660.62 feet to the place of beginning.
Excepting from the above-described Parcels I, II and III those lands described as Lot One (1) of Certified Survey Map No. 9829, recorded on August 10, 2004 in Volume 91 of Certified Survey Maps, Pages 121 to 124 inclusive, as Document No. 3193699.

PARCEL IV:
Lot One (1) of CERTIFIED SURVEY MAP NO. 9829, part of the Northwest One-quarter (1/4) and Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha,
Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on August 10, 2004 in Volume 91 of Certified Survey Maps, Pages 121 to 124 inclusive, as Document No. 3193699.

PARCEL V:
All that part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, described as follows: Commencing at a point where the centerline of Old U.S.H. "16", S.T.H. "30", now C.T.H. "JJ", intersects the North-South 1/4 line of Section 22, distant North 0° 48' 40" East 196.63 feet from the South 1/4 corner of the said Section 22, and thence South 47° 05' 20" East on the said centerline, 973.22 feet; thence North 42° 54' 40" East at 90°, 561.10 feet; thence North 47° 05' 20" West and parallel with the said centerline, 84.02 feet to the point of beginning of the lands herein described; thence continuing North 47° 05' 20" West 754.99 feet to the South line of the U.S.H. "16" S.T.H. "30" right-of-way; thence North 82° 49' 40" East on the said South line, 650.12 feet to angle point; thence South 48° 05' 20" East on the said line, 273.50 feet to the 1/8th line of the said 1/4 Section; thence South 0° 37' 40" West on the said 1/8th line, 412.55 feet to the South line of the said Section; thence North 89° 56' 20" West on the said South line of Section, 291.08
feet to the point of beginning.
ALSO, the Northerly Sixty (60) feet of all that part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the South 1/4 corner of said Section 22; thence North 1° 0' East along the South 1/4 line, 271.98 feet; thence South 46° 54' East along the Northerly line of County Trunk

PARCEL VI:
All that part of the Northeast One-quarter (1/4) of Section Twenty-seven (27), in Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, Waukesha County,
Wisconsin, bounded and described as follows, to-wit: Commencing at a point where the
Northerly line of (Old U.S.H. “16”) now C.T.H. “JJ”, intersects the North-South Quarter line of Section 22, distant North 0°48’40” East 271.98 feet from the South Quarter corner of the said Section 22, and thence South 47°05’20” East on the said Northerly line of highway, 1027.43 feet; thence North 42°54’40” East at 90°, 501.10 feet to the point of beginning of the lands herein described; thence North 47°05’20” West and parallel with the said Northerly line of highway, 84.02 feet to the North line of the said Section 27; thence South 89°56’20” East on the said North line of Section 27, 103.19 feet to the Westerly line of the said 60.0 foot right-of-way;
thence South 10°31’40” West on the said Westerly line of right-of-way, 83.10 feet; thence North 47°05’20” West 36.15 feet to the point of beginning



Drainage Easement Restrictions: Since the projects site is private no drainage easements are provided as part of this development. See Exhibit C for specific maintenance requirements for storm water management practices. See subdivision plat for details on stormwater management practice locations.

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 existing wet detention basin, two grass swales one bio-retention basin, and all associated pipes, earthen berms, rock chutes and other components of these practices. All of the noted storm water management practices are located proposed lots 1 & 2 (Lots 1-6 on survey provided).

Subdivision Name: **Fisher Barton – Accurate Specialties Inc.**
Storm water Practices: **Bioretention Basin #1, Existing Wet Basin, Grass swales (2)**
Location of Practices: **North, West & East Extents of Proposed Lot 1. And North of Proposed Storage Buildings for Proposed Lot 2 (See Below)**

Figure 1
Plan View of Storm Water Practices

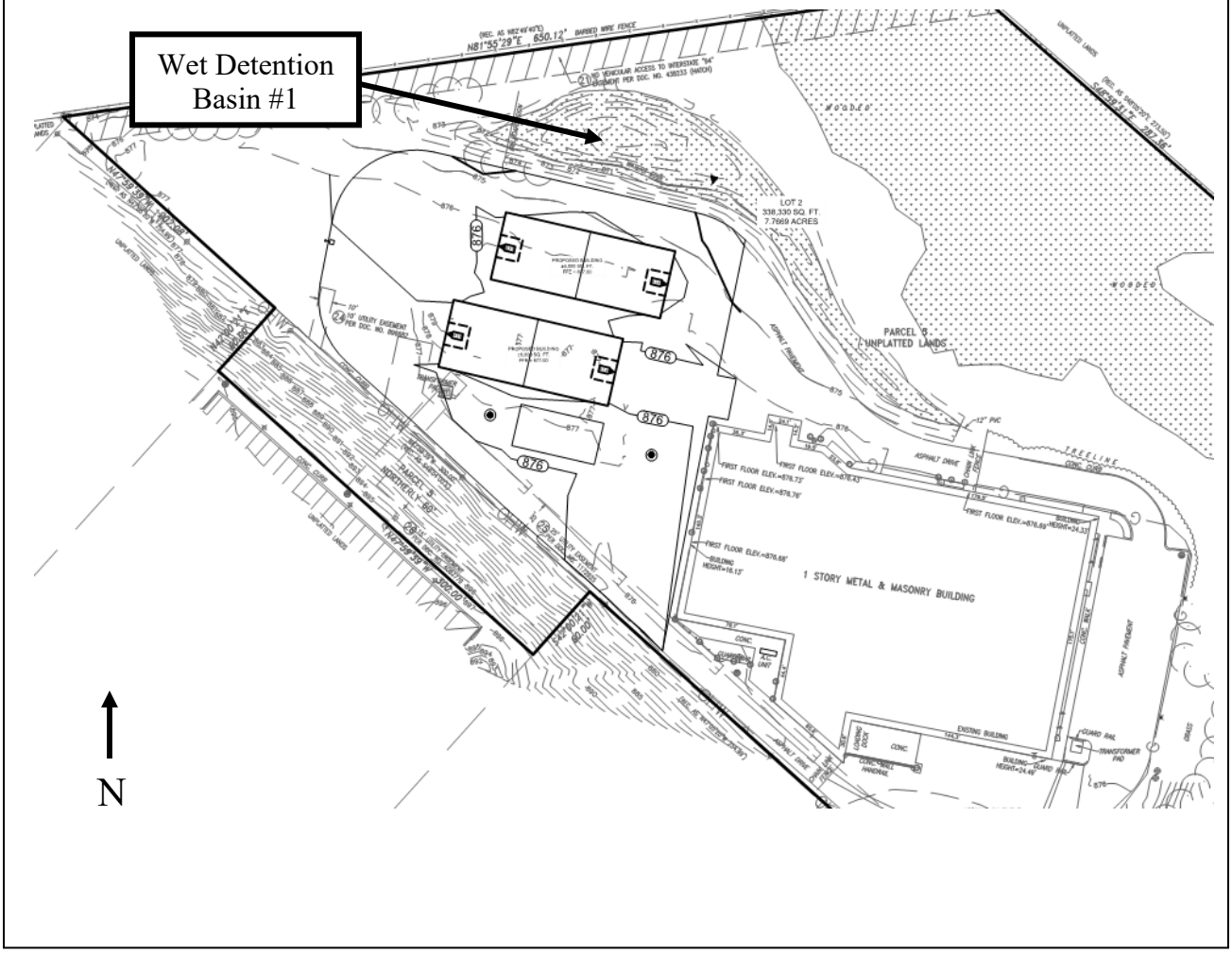


Figure 2

Plan View of Storm Water Practices

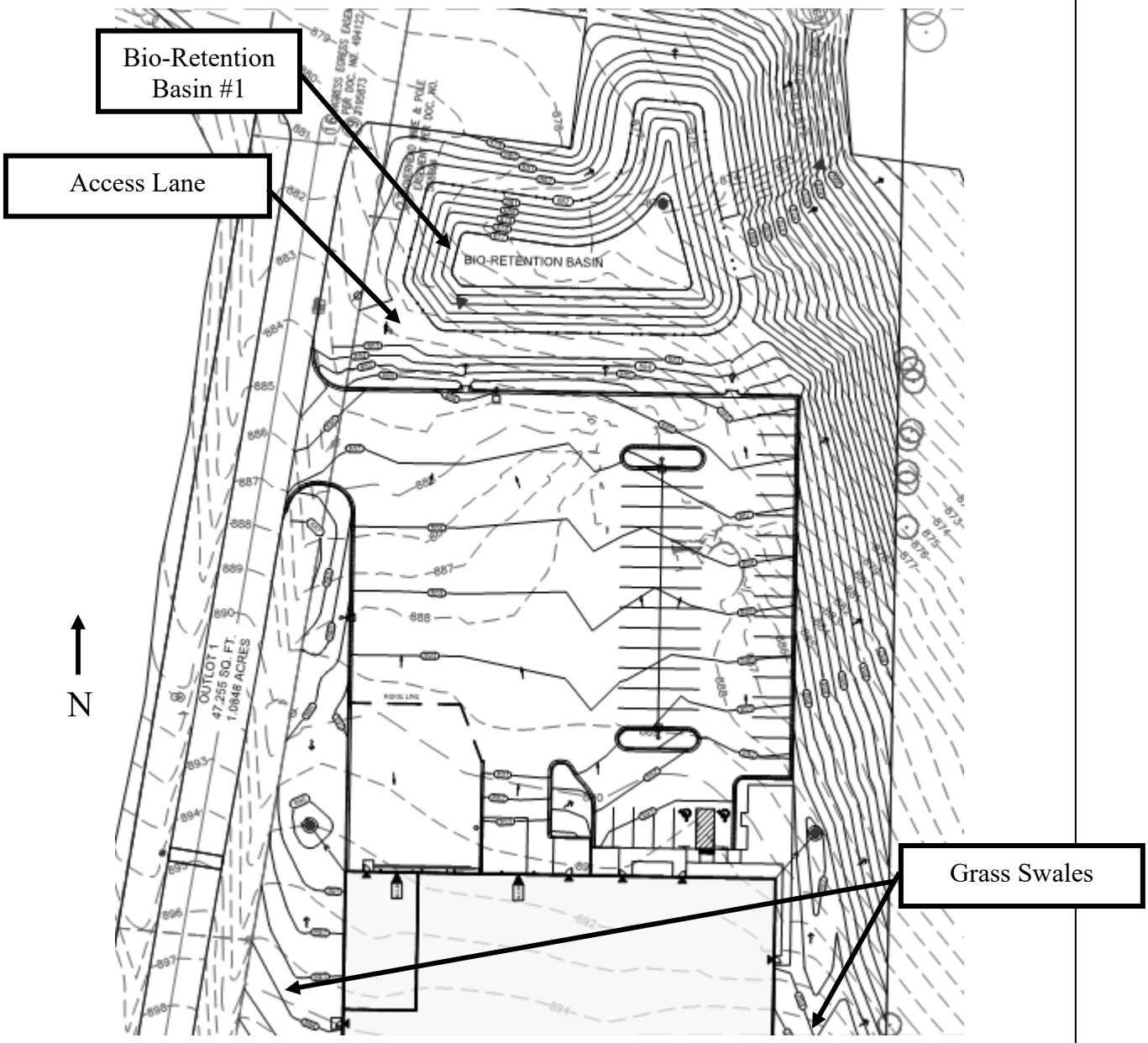


Exhibit C
Storm Water Practice Maintenance Plan

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.

OVERALL SYSTEM DESCRIPTION

The proposed project consists of a new industrial facility located at 560 Bluemound rd., and two storage buildings located at 570 Bluemound drive in the city of Waukesha. The project will include an approximate 52,000 SF industrial facility along with associated passenger parking, truck dock, drive in dock, sidewalk, greenspace, and stormwater management features. The site is located adjacent to the Pewaukee river and thus is part of the Pewaukee river watershed. The proposed improvements will disturb more than 1 acre and thus will require stormwater management. The city of Waukesha and the Wisconsin department of natural resources have jurisdiction on the site with regards to the stormwater requirements. Peg has prepared a plan which utilized a bio-retention basin, as well as an existing wet pond to meet these requirements.
It is important to note that the storage facility is part of a redevelopment. A stormwater report and basin was designed for these existing structures for the 25-year storm

BIORETENTION BASIN SYSTEM DESCRIBTION

A new bio retention basin will be constructed on the north end of parcels 1-4 (560 Bluemound) and will act as the primary water quality management device for the area of the site draining to the north ditch. It is important to note that the proposed bio retention will utilize drain tile and a media layer as recommended in WDNR technical standards. Stormwater conveyed into the pond will ultimately discharge into the Pewaukee River. An emergency spillway was added to this basin 1' below the top pond contour elevation. The spillway will discharge towards the Pewaukee River and will be used as an emergency device only.

Infiltration basins are designed to reduce runoff volumes from a site after development by intercepting the runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. Most are designed to infiltrate the first 1/2" to 1" of runoff in an attempt to meet average annual predevelopment runoff volumes. The drainage areas served by an infiltration basin is usually 2-50 acres.

Infiltration basins can also be designed to reduce peak flows by temporarily detaining runoff from larger storms and releasing it through outlet pipes or other controlled discharge devices. Pretreatment of the runoff is often provided to reduce sedimentation in the basin and prevent the risk of groundwater pollution, depending on the land use of the drainage area served by the basin. For this example, it is assumed that the infiltration basin is seeded with native warm season (prairie) grasses, has a pretreatment forebay, a stone trench in its center, one monitoring well located nearby, and has peak flow control incorporated into the design.

Minimum Maintenance Requirements for Bioretention Basin:
To ensure the proper function of storm water infiltration basin, the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:

- For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
- After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
- Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
- Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glysophosphate in accordance with manufacture's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).

2. 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.
3. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
    - If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
    - If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
    - If inspection of the monitoring well shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.
    - If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
4. All outlet pipes, stone trenches and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
7. No trees are to be planted or allowed to grow on the earthen berms of the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.
8. Grass swales leading to the basin 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 or filling is allowed that may interrupt flows in any way.
9. If floating algae or weed growth becomes a nuisance in the forebay (decay odors, etc.), it must be removed and deposited where it cannot drain back into the basin or forebay. 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.
10. When sediment in the forebay has accumulated to an elevation of three feet below the outlet elevation, it must be removed (refer to figure). 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 forebays will cause resuspension of previously trapped sediments and increase deposition in the infiltration basin.

11. No grading or filling of the basin or berms other than for sediment removal is allowed.
12. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around forebay may attract nuisance populations of geese to the property and is not necessary or recommended.
13. Any other repair or maintenance needed to ensure the continued function of the infiltration basin as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
14. 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 10th and July 10th each year.

Wet Detention Basin System Description:

The existing wet basin utilized for the existing industrial buildings is to be reused for our redevelopment. The existing basin was sized for the 25-year storm. The calculations for this pond were reworked based on our new site conditions to show the pond is still in compliance. This pond will continue to discharge into the Pewaukee River. The existing vegetation surrounding the pond shall be kept and maintained to deter geese.

The wet detention basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The main pool 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 (see Figures 1, 2 and 3).

The main basin receives runoff from a 9.537 acre drainage area (4.085 acres are onsite and 5.452 acres off-site drainage coming from the South). During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. There are no outfall structures or pipes for this basin so the water level is controlled by the emergency spillway which discharges towards the Pewaukee River. High flows may flow over the rock 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 for Wet Detention Basin:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

15. 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 3-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.
16. Grass swales 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 or filling is allowed that may interrupt flows in any way.
17. 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 forebays or basin. Erosion matting is recommended for repairing grassed areas.
18. 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.
19. 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.
20. 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.
21. 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.

22. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). 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. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.
23. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
24. 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 or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
25. 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.
26. 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 10th and July 10th each year.