



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
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waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 7/9/2026
ID Number: 26-03992	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Common Council Meeting Date: 7/21/2026
Agenda Item Title: Review and possible action on the Storm Water Management Practice Maintenance Agreement between the City of Waukesha and Innio Waukesha Gas Engines, Inc., for the property located at 1101 W. St. Paul Ave.	

Issue Before the Council: The property owner will be constructing storm water facilities at their development site to address storm water quantity and quality requirements. Storm Water Maintenance Agreements are required to be recorded by the City's Storm Water Management Ordinance. The Storm Water Agreement requires that the Owners regularly inspect and maintain the storm water measures installed as part of the development and report the results of the inspection to the City Engineer two times per year. If the Agreement is not approved, then the Owner may not maintain the stormwater facilities and conveyance ditches.
Options & Alternatives: Not approving this agreement would not place a requirement of the development project to maintain new stormwater features.
Additional Details: See attached Stormwater Management Practice Maintenance Agreement between the City of Waukesha and Innio Waukesha Gas Engines, Inc.

What is the Strategic Plan Priority this item relates to: People-Centered Development

What impact will this item have on the Strategic Plan Priority?

Moving forward with the Storm Water Management Practice Maintenance Agreement will allow for the implementation and future maintenance of stormwater facilities related to Innio's development of the property located at 1101 W. St. Paul Avenue.

Financial Remarks:

There are no immediate costs to the City. This Agreement requires the property owners to arrange to complete future inspections of the storm water facility and provide a copy of the inspection report to the City, as listed in Paragraph #3. The Agreement states that the City is able to levy the costs and expenses of inspections, maintenance, or repairs back to the property owner, if the owners do not complete the inspections, as listed in paragraph #5.

Recommended Motion:

Recommend approval to Council of the Storm Water Management Practice Maintenance Agreement between the City of Waukesha and Innio Waukesha Gas Engines, Inc., for the property located at 1101 W. St. Paul Ave. pending final review by the City Attorney.

Reviewed By:

City Attorney Brian Running	Date Reviewed
Finance Director Joseph P. Ciurro	Date Reviewed
City Administrator Anthony W. Brown <i>Anthony Brown</i>	Date Reviewed 07/08/2026

Storm Water Management Practice Maintenance Agreement

Document Number

Innio Waukesha Gas Engines Inc., 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 of 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(s) – (PIN)
WAKC1312951

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 _____, 202_.

Owner:

Owner's Signature

Owner's Typed/Printed Name

Mailing Address: _____

Phone Number: _____

Email Address: _____

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.

Notary Public
My commission expires: _____

This document was drafted by:

**RA Smith, Inc.
Jeff Yersin, PE
16745 W. Bluemound Rd
Brookfield, WI 53005**

City of Waukesha Common Council Approval

Dated this ___ day of _____, 202_.

Shawn N. Reilly, Mayor

Katie L. Panella, 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.

Notary Public
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: **Innio Project Green** Acres: **38.778**

Date of Recording: **February 13, 2026**

Map Produced By: **raSmith, Brookfield, WI**

Legal Description: **Part of the SW1/4 SEC 3, SE1/4 SEC 4 & NE1/4 SEC 9 T6N R19E**

COM CTR ST PAUL AV 445.5'; SW OF CTR STATE STR; SE TO SE LI ST PAUL SW 35.6'; SE 321.84' TO N LI CM&STP R/W; SW ON R/W TO N LI C&NW R/W; S52 45'23 W 1755.835'; N37 14'37 W 100' TO N LI R/W; SW ON R/W TO CTR ST PAUL; NE ON CTR ST PAUL TO BEG EXCEPT HWY & EXCEPT DOC NO 3589968 23.519 AC DOC NO 4285671

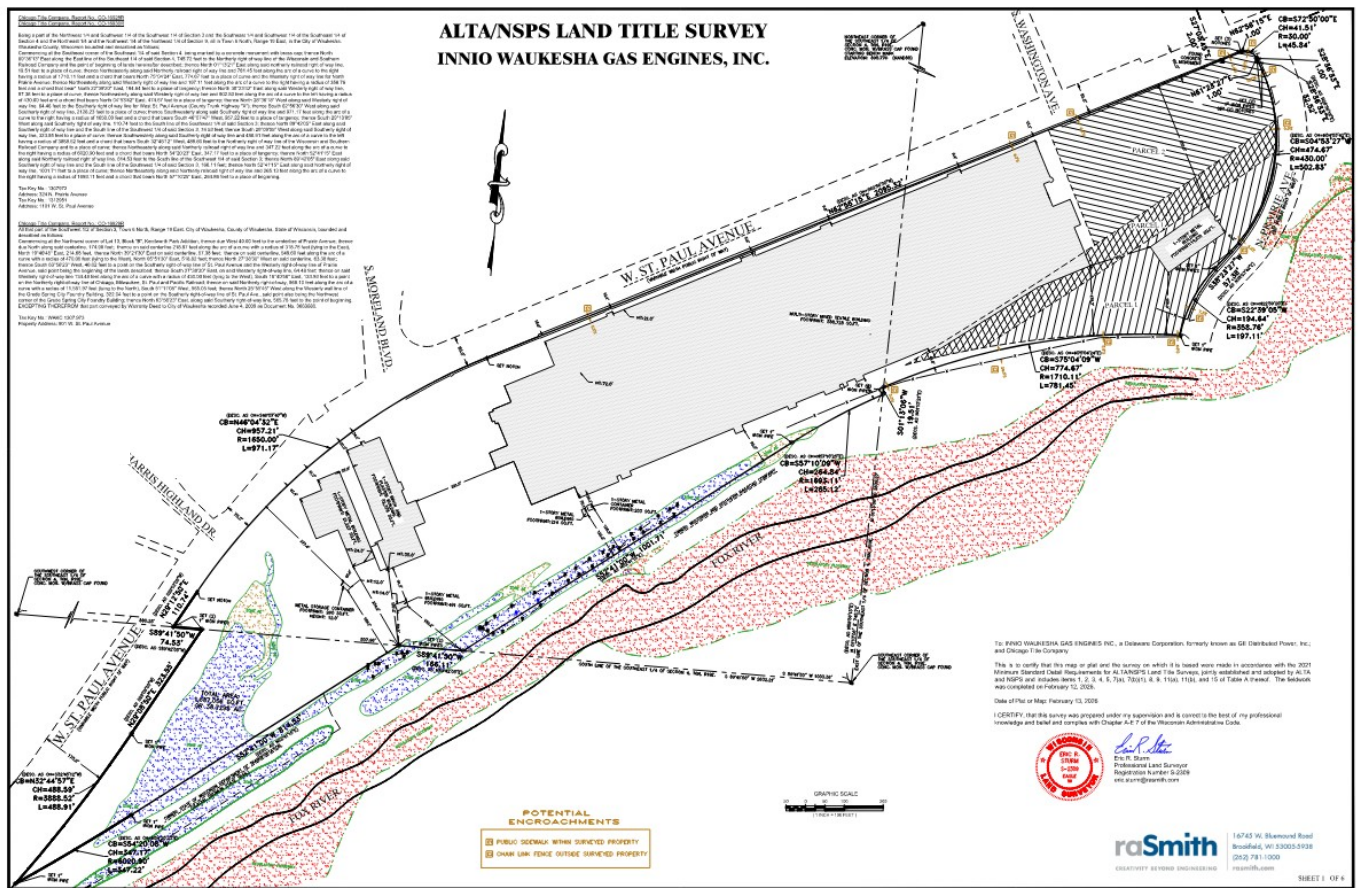


Exhibit B - Location Map

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. Full sized plans can be found at the City of Waukesha Engineering Dept. The practices include two underground detention basins, two outlet control structures, and all associated pipe necessary to daylight the storm discharge. All of the noted storm water management practices are located within a drainage easement at 1101 W. St. Paul Ave., as noted in Exhibit A.

Project Name: Innio Project Green
Storm water Practices: Underground Detention Basins (2), Outlet Structures (2)
Location of Practices: 1101 W. St Paul Ave.
Owner: Innio Waukesha Gas Engines Inc.

Figure 1
Plan View of Storm Water Practices

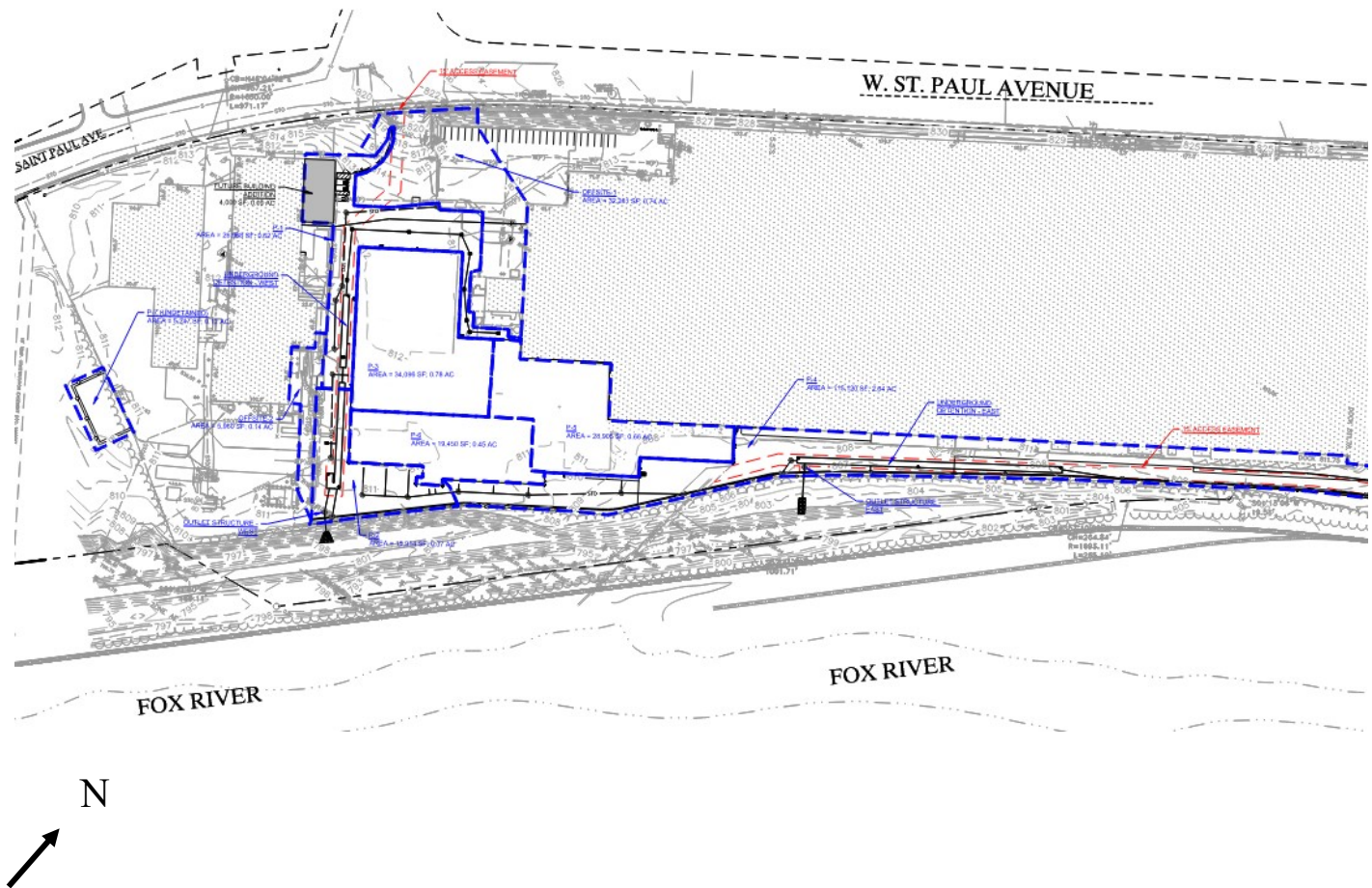


Exhibit B - Location Map (Continued)

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 two underground detention basins, two outlet control structures, and all associated pipe necessary to daylight the storm discharge. All of the noted storm water management practices are located within access easements, as noted below.

Project Name: **Innio Project Green**
Storm water Practices: **Underground Detention Basins (2), Outlet Structures (2)**
Location of Practices: **1101 W. St Paul Ave.**
Owner: **Innio Waukesha Gas Engines Inc.**

Figure 2

Stormwater Access Easement – West Detention (W. St. Paul Ave.)

SW Easement Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	15.13	0.53	1650.00
L1	110.76	N27° 02' 08.12"W	
L2	78.53	N19° 39' 08.31"E	
L3	349.59	N27° 11' 37.86"W	
L4	23.00	N62° 48' 22.14"E	
L5	39.42	S27° 11' 37.86"E	
L6	8.20	S62° 48' 22.14"W	
L7	316.67	S27° 13' 49.40"E	
L8	78.56	S19° 39' 08.31"W	
L9	102.35	S27° 02' 08.12"E	

Sanitary Sewer and Stormwater Access Easement – East Detention (N. Prairie Ave.)

SE Easement Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
L26	89.52	S45° 35' 35.10"W	
L25	26.77	S62° 04' 16.59"W	
L24	7.85	N27° 06' 39.78"W	
L23	12.00	S62° 04' 16.59"W	
L22	7.85	S27° 06' 39.78"E	
L21	334.02	S62° 04' 16.59"W	
L20	332.17	S62° 22' 11.66"W	
L19	243.94	S69° 14' 25.12"W	
L18	348.98	S74° 33' 35.42"W	
L17	101.66	N76° 58' 01.98"W	
L16	104.52	S76° 58' 01.98"E	
L15	353.48	N74° 33' 35.42"E	
L14	245.54	N69° 14' 25.12"E	
L13	333.11	N62° 22' 11.66"E	
L12	375.00	N62° 04' 16.59"E	
L11	64.81	N45° 35' 35.10"E	
L10	30.79	N16° 26' 08.08"E	
C2	15.03	2.40	358.76

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 underground detention basins are designed to trap 40% of sediment in runoff and maintain pre-development downstream peak flows. The 96" diameter basins will always be half full of water to trap particles in the bottom of the tank. To keep functionality, the basins, water level, and outlet structures must be maintained as specified in this Agreement.

The east basin receives runoff from a 2.65 acre drainage area (1.77 acres within the project limits and 0.88 acres "off-site" drainage coming from other areas within the parcel). During rainfall, the water level in the basin will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 24-inch concrete outlet pipe extending to the existing storm sewer from the east outlet structure. Within the east outlet structure, there is an 8" orifice and two 15" orifices cored into the weir plate. These orifices control the water level for smaller storm events. The weir controls the elevation of the larger storm events. A trash rack will be placed on the plate in front of the orifices to prevent clogging.

The west basin receives runoff from a 3.75 acre drainage area. During rainfall, the water level in the basin will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 30-inch concrete outlet pipe extending to the existing storm sewer from the east outlet structure. Within the east outlet structure, there is a 6" orifice and two 18" orifices cored into the weir plate. These orifices control the water level for smaller storm events. The weir controls the elevation of the larger storm events. A trash rack will be placed on the plate in front of the orifices to prevent clogging.

"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, catch basins, MHs and outlet control structures must be checked monthly to ensure there is no blockage from floating debris. Any blockage must be removed immediately.
2. The underground basins shall be inspected in the spring and fall every year. If the permanent pool falls below the outlet elevation, a review shall be performed to determine whether the tank has a leak. If the cause is leakage, the tank shall be repaired.
3. If floating algae or trash becomes a nuisance (decay odors, etc.), it must be removed from the basin and disposed of.
4. When sediment in the tank has accumulated to an elevation of 3.0 feet below the permanent pool elevation (1.0' of sediment depth), it must be removed. The water depth to sediment is determined by taking two measurements with a stadia rod: one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. The difference between these measurements is the depth of water. A minimum depth of 3.0 feet of water shall be maintained at all times. All removed sediment must be placed in an appropriate upland disposal site and stabilized to prevent sediment from entering back into the storm sewer system and/or waters of the state. Failure to remove sediment from the bottom of the tank will cause resuspension of previously trapped sediments and increase downstream deposition.
5. No grading or filling or modifying of the basin other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.

6. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
7. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the attention of the City Engineer at the City of Waukesha Engineering Division by January 31 each year.