



**City of Waukesha**  
 201 Delafield Street  
 Waukesha, WI 53188  
 Tel: 262.542.3700  
 waukesha-wi.gov

## City of Waukesha Cover Sheet

<b>Committee:</b> Board of Public Works	<b>BPW Meeting Date:</b> 7/9/2026
<b>ID Number:</b> 26-04004	<b>Ordinance/Resolution Number (if applicable):</b> N/A
<b>Department Submitting:</b> Department of Public Works	<b>Common Council Meeting Date:</b> 7/21/2026
<b>Agenda Item Title:</b> Review and possible action on the Storm Water Management Practice Maintenance Agreement between the City of Waukesha and Bielinski Homes, Inc., for the Waypoint Villas Development.	

**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 Bielinski Homes, 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 Bielinski's development of the property located at the corner of Saylesville Rd., River Rd. and Rapids Trail.

**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 Bielinski Homes, Inc., for the Waypoint Villas Development pending final review by the City Attorney.

**Reviewed By:**

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

# Storm Water Management Practice Maintenance Agreement

Document Number

Bielinski Homes, 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 by City of Waukesha of Storm Water and Erosion Control Permit termination, as described below.

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.

Name and Return Address

City of Waukesha  
201 Delafield Street  
Waukesha, WI 53188

Parcel Identification Numbers:  
WAKC1375125

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:**  
Bielinski Homes, Inc.

\_\_\_\_\_  
By: Frank Bielinski, President of Bielinski Homes, Inc.

## 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:**

**Matthew Bailey, P.E.  
Trio Engineering, LLC  
4100 N Calhoun Rd, Suite 300  
Brookfield, WI 53005**

*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_ day of \_\_\_\_\_, 202\_\_.

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

\_\_\_\_\_  
Katie 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.

\_\_\_\_\_  
[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: **Waypoint Villas Acres: 4.8676**

Date of Recording:

Map Produced By: Trio Engineering

### Legal Description:

Lot 2 of Certified Survey Map No. 8779, recorded in the office of the Register of Deeds for Waukesha County on May 25, 1999, as Document No. 2467349 being located in a part of the Northwest 1/4 if the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 20, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

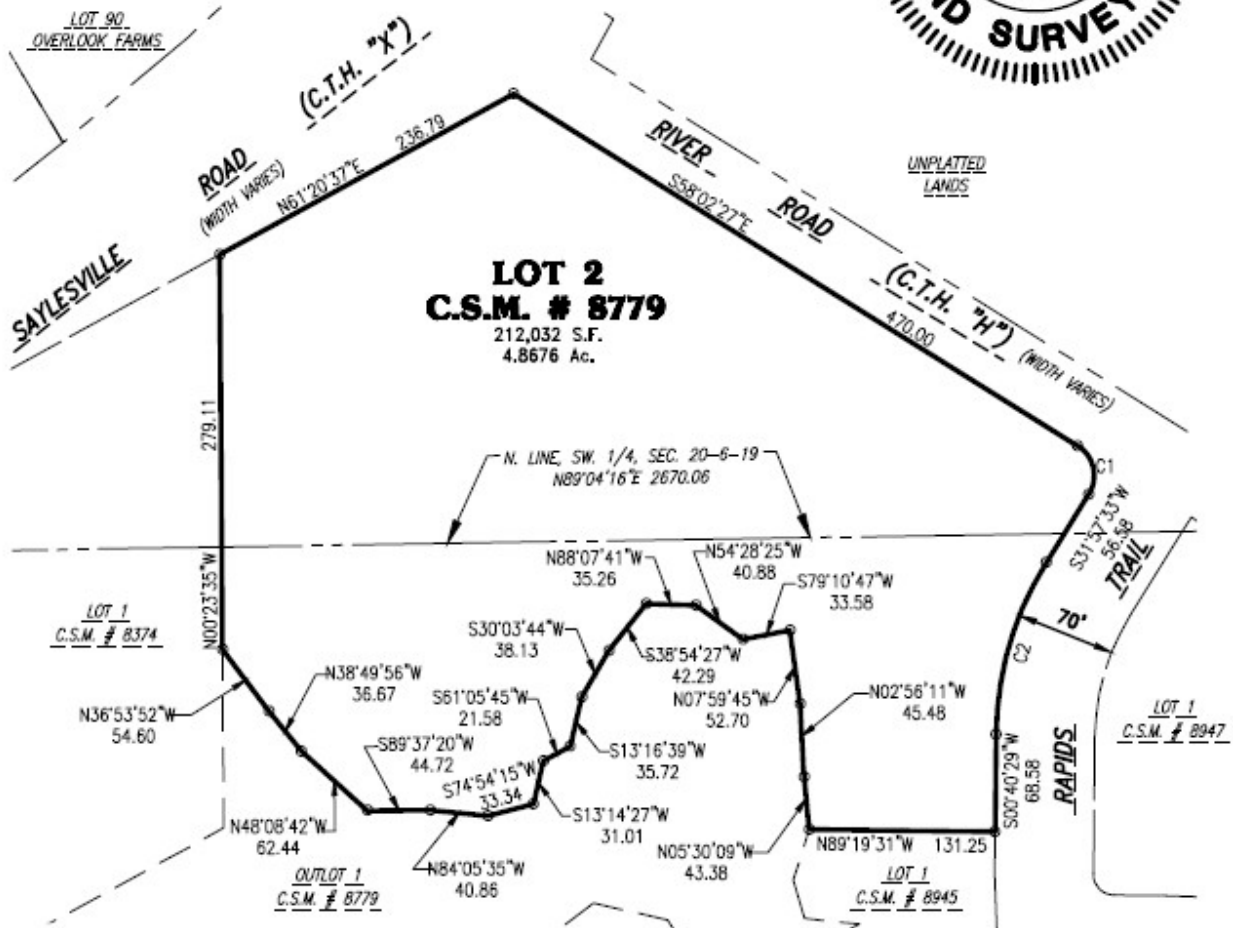
Said Parcel contains 212,032 Square Feet (or 4.8676 Acres) of land, more or less.

# EXHIBIT "A"

CITY OF WAUKESHA

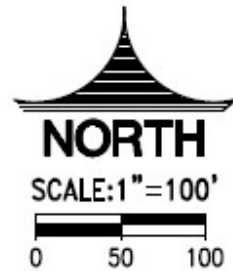


CURVE TABLE:					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00	90°00'00"	39.27	35.36	S13°02'27"E
C2	235.00	31°17'04"	128.31	126.73	S16°19'01"W



**4100 N. Calhoun Road**  
Suits 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE WEST LINE OF THE S.W. 1/4 SECTION 20-6-19, BEARS S00°23'35"E



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

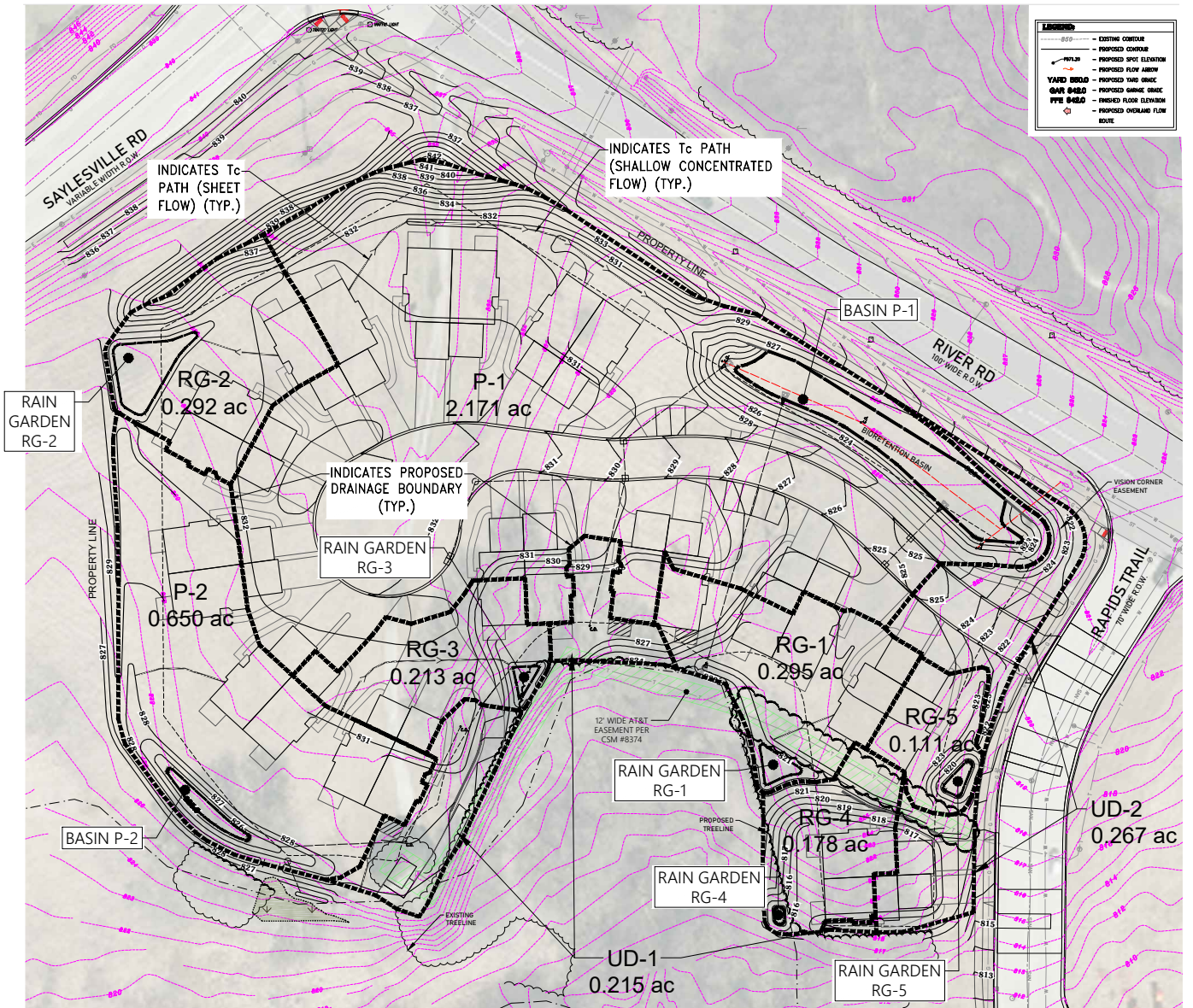
SHEET: 1 OF 2  
DATE: 5/7/25

## 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 (1) Biofiltration Basin, six (6) Rain Gardens, and all associated pipes, outlet control structures, grass swales, earthen berms, and other components of these practices and private storm sewer. All the noted storm water management practices are located within the development property, as noted in Exhibit A.

**Development Name:** Waypoint Villas  
**Stormwater Practices:** Biofiltration Basin (B1) & Rain Gardens (RG1, RG2, B2, RG3, GR4, and GR5)  
**Location of Practices:** NEC of property and SWC of Property  
**Owners of Outlots:** Bielinski Homes



## **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 storm water 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 project proposes managing the stormwater from the site through one (1) biofiltration basin and six (6) rain gardens.

“As-built” construction drawings of the stormwater management system, showing actual dimensions, elevations, outlet structures, testing for infiltration rates, 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 – Bioretention Basin and Rain Gardens:**

To ensure the proper function of the basins, 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 and controlled burning every 5 to 10 years 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 mowed 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 glyphosphate 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. The basin and all components (grass swales, 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 or observations show 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 the basin still does not drain properly after initial restoration efforts, such as deep tilling, within a 3-month period of monitoring, it may be necessary to reconstruct the basin. This could include removal

- and replacement of the existing soils and subsequent vegetation restoration.
3. All flow control devices must be kept free of debris. Any blockage must be removed immediately.
  4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
  5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of 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.
  6. No trees are to be planted or allowed to grow on the earthen berms or 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.
  7. 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
  8. No grading or filling of the basin or berms other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
  9. Periodic mowing of grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
  10. Any other investigations, repair, or maintenance needed to ensure the continued function of the basin as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
  11. 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. Inspection logs and maintenance records performed per the requirements outlined in this Agreement shall be provided to the City annually by January 31<sup>st</sup> of each year.

**Minimum Maintenance Requirements – Private Storm Sewer:**

To ensure the proper function of the storm sewers, the following list of maintenance activities are recommended:

1. The storm sewer and end sections shall be inspected after each heavy rain, but at a minimum of once per year.
2. Inspect for sediment deposition, scour at the ends of pipe, accumulations of trash and obstructions.
3. All storm sewers and end sections must be kept free of debris. Any blockage must be removed immediately.
4. Manholes shall be cleaned of excessive silt deposits.
5. Repair any deterioration threatening structural integrity immediately.
6. Any other repair or maintenance needed to ensure the continued function of the basin 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. Inspection logs and maintenance records performed per the requirements outlined in this Agreement shall be provided to the City annually by January 31<sup>st</sup> of each year.