



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

City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 7/9/2026
ID Number: 26-04005	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 ProHealth Care for their development at the Meadowbrook Rd. site.	

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 ProHealth Care.

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 ProHealth Care's development of the property located at the corner of Meadowbrook Rd. and Coldwater Creek Dr.

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 ProHealth Care for their development at the Meadowbrook Rd. site 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

ProHealth Care, 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) –
WAKC0985300, WAKC0985999,
WAKC0988174

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:
ProHealth Care**

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:

**Michael Garner
The Sigma Group, Inc.
1300 W. Canal Street
Milwaukee, WI 53233**

City of Waukesha Common Council Approval

Dated this ___ day of _____, 202_.

Alicia Halvensleben, 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.

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: ProHealth Care Meadowbrook

Acres: 18.3954

Date of Recording: TBD

Map Produced By: Trio Engineering

Legal Description:

Lot 1 of CSM # _____

Commencing at the East 1/4 Corner of said Section 31; Thence South 88°20'08" West and along the North line of the said Southeast 1/4 Section, 138.20 feet to a point on the West Right-of-Way line of "Meadowbrook Road" (S.T.H. "318") and the place of beginning of lands hereinafter described;

Continuing Thence South 88°20'08" West along the said North line and the said West Right-of-Way line, 5.00 feet; Thence South 00°06'13" East and along the said West Right-of-Way line, 239.09 feet to a point; Thence North 88°33'01" East and along the said West Right-of-Way line, 20.01 feet to a point; Thence South 00°06'13" East and along the said West Right-of-Way line, 100.85 feet to a point; Thence Southeasterly 62.14 feet along the said West Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 7400.00 feet, whose central angle is 00°28'52", and whose chord bears South 00°20'39" East, 62.13 feet to a point; Thence South 86°31'09" West and along the North line of Lot 1 of said Certified Survey Map No. 12306, 728.12 feet to a point; Thence South 53°05'19" West and along the said North line, 102.57 feet to a point; Thence North 36°54'41" West, 61.84 feet to a point; Thence North 53°05'19" East, 142.45 feet to a point; Thence North 23°23'01" West, 77.72 feet to a point; Thence North 06°37'47" West, 46.12 feet to a point; Thence North 01°43'49" West, 75.46 feet to a point; Thence North 02°11'07" East, 75.07 feet to a point; Thence North 03°00'38" East, 75.03 feet to a point; Thence North 05°00'43" East, 70.79 feet to a point; Thence North 08°10'21" East, 71.03 feet to a point; Thence North 10°21'32" East, 66.66 feet to a point; Thence North 10°50'57" East, 70.00 feet to a point; Thence North 13°38'50" East, 54.53 feet to a point; Thence North 64°25'53" East, 107.58 feet to a point on the West line of Lot 1 of Certified Survey Map No. 10394; Thence Northeasterly 54.17 feet along the said West line and the arc of a curve, whose center lies to the Southeast, whose radius is 987.15 feet, whose central angle is 03°08'39", and whose chord bears North 26°31'11.5" East, 54.17 feet to a point of tangency; Thence North 28°05'31" East and along the said West line, 39.43 feet to a point of curvature; Thence Northeasterly 352.40 feet along the said West line and the arc of a curve, whose center lies to the Northwest, whose radius is 715.62 feet, whose central angle is 28°12'54", and whose chord bears North 13°59'04" East, 348.85 feet to a point on the South Right-of-Way line of "Coldwater Creek Drive"; Thence North 89°52'37" East and along the said South Right-of-Way line, 320.15 feet to a point of curvature; Thence Southeasterly 19.59 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 75.00 feet, whose central angle is 14°58'01", and whose chord bears South 82°38'22.5" East, 19.54 feet to a point of tangency; Thence South 75°09'22" East along the said South Right-of-Way line, 57.74 feet to a point of curvature; Thence Southeasterly 19.59 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 75.00 feet, whose central angle is 14°58'01", and whose chord bears South 82°38'22.5" East, 19.54 feet to a point of tangency; Thence North 89°52'37" East and along the said South Right-of-

Way line, 90.21 feet to a point on the said West Right-of-Way line of said "Meadowbrook Road" (S.T.H. "318"); Thence South $00^{\circ}06'13''$ East and along the said West Right-of-Way line, 398.62 feet to a point; Thence South $89^{\circ}53'47''$ West and along the said West Right-of-Way line, 22.00 feet to a point; Thence South $00^{\circ}06'13''$ East and along the said West Right-of-Way line, 175.00 feet to a point; Thence South $16^{\circ}35'44''$ West and along the said West Right-of-Way line, 52.20 feet to a point; Thence South $00^{\circ}06'13''$ East and along the said West Right-of-Way line, 123.72 feet to the point of beginning of this description.

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 10394 AND LOT 1 OF CERTIFIED SURVEY MAP NO. _____
 BEING LOCATED IN A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4
 OF SECTION 31, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

OVERALL DETAIL SHEET

(SEE LOCALITY MAP ON SHEET 3)

PREPARED BY:

TRIO ENGINEERING, LLC
 19035 W. CAPITOL DR., SUITE 200
 BROOKFIELD, WI 53045
 PHONE: 262-790-1480

OWNER:

PROHEALTH WAUKESHA
 MEMORIAL HOSPITAL, INC.
 1625 COLDWATER CREEK DR.
 WAUKESHA, WI 53186



UNPLATTED
LANDS



COUNTRY CREST
LANE

LEGEND:

- - INDICATES Section Corner
- - INDICATES "Sat" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
- - INDICATES "Found" Monumentation (See Survey)

N.E. CORNER,
SEC 31-7-19
 WIS. STATE PLANE COORD.
 SYSTEM - SOUTH ZONE
 LOT 1 FND. CONC. MON. W/BASS CAP
 C.S.M. #12759
 N 380,866.32
 E 2,426,795.55

COREN HILLS
DRIVE

COLDWATER CREEK DRIVE
(PUBLIC R/W WIDTH VARIES)



LOT 1
C.S.M. #10394

CENTER,
SEC 31-7-19
 WIS. STATE PLANE COORD.
 SYSTEM - SOUTH ZONE
 FND. CONC. MON. W/BASS CAP
 N 378,106.20
 E 2,424,199.64

1
801304 SF

(P.O.C.)
 E. 1/4 CORNER,
SEC 31-7-19
 WIS. STATE PLANE COORD.
 SYSTEM - SOUTH ZONE
 FND. CONC. MON. W/BASS CAP
 N 378,183.27
 E 2,426,851.94

S. LINE, NE. 1/4, SEC. 31-7-19
 N. LINE, S.E. 1/4, SEC. 31-7-19
 (N88°20'08"E 2653.65)

LOT 1
C.S.M. #

S.E. CORNER,
SEC 31-7-19
 WIS. STATE PLANE COORD.
 SYSTEM - SOUTH ZONE
 FND. CONC. MON. W/BASS CAP
 LOT 1
C.S.M. #12306
 N 375,512.92
 E 2,426,915.27

"S.T.H. 318" MEADOWBROOK ROAD
(PUBLIC R/W WIDTH VARIES)

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE NORTH LINE OF THE S.E. 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 19 EAST, BEARS N88°20'08"E.
- TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.

DRAFTED THIS 27th DAY OF MARCH, 2026 (REVISED 4/29/26)
 THIS INSTRUMENT WAS DRAFTED BY JAMES A. TRANDEL, JR., S-4069

JOB NO. 05-006-889-01
 SHEET 1 OF 9

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Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The stormwater 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 a wet detention pond, infiltration basin, and all associated pipes.

Development Name: ProHealth Care Meadowbrook – Mass Grading
Stormwater Practices: Wet Detention Pond, Infiltration Basin
Location of Practices: As shown in Figure B1, located at the property indicated on Exhibit A in the City of Waukesha, WI
Owner: ProHealth Care
Drafter Name: The Sigma Group

Figure B1
Plan View of Storm Water Practices

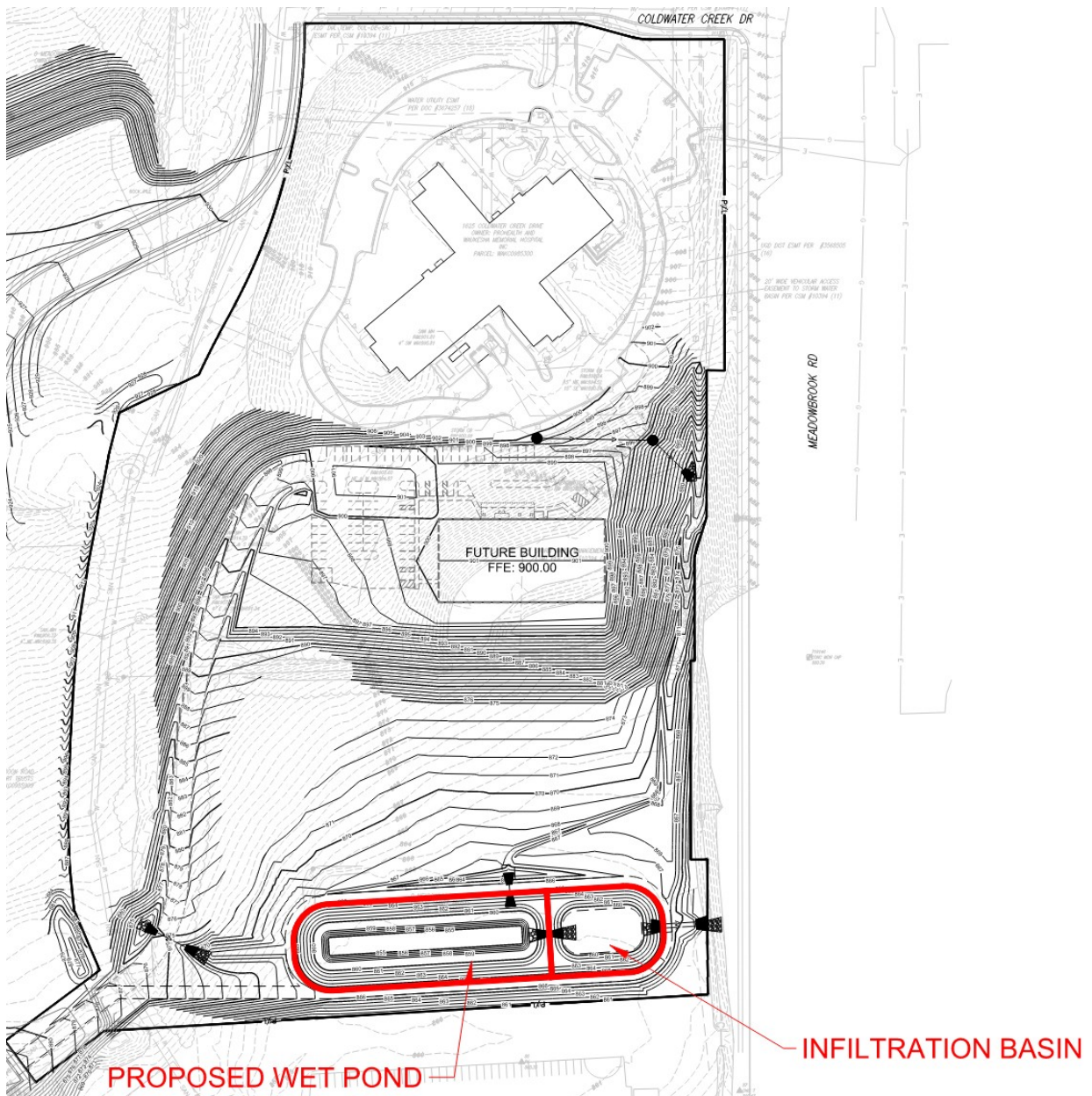


Exhibit C

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. The Facility Manager shall be the person(s) responsible for the stormwater inspection and maintenance at ProHealth Care. 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.

Wet Detention Pond and Infiltration Basin Description:

The wet detention pond and infiltration basin will detain and infiltrate stormwater runoff for the proposed site in order to meet The City of Waukesha's stormwater requirements. Runoff from the proposed site will be directed to the wet pond via drainage swales. The wet pond will consist of a 5' deep permanent pool of water, which will allow for suspended solids and other pollutants to settle within in the pond before directing runoff to the infiltration basin. Runoff will be directed to the infiltration basin via a 4" diameter culvert pipe. The wet pond and infiltration basin are also separated by a 3' high berm, which allows for stormwater runoff to remain in the wet pond during lower storm events, and for stormwater runoff in larger storm events to safely overtop the berm and enter the infiltration basin. Once stormwater enters the infiltration basin, the basin will infiltrate stormwater runoff into the sub-surface soils. A 24" diameter culvert pipe is located 3' above the bottom of the infiltration basin to allow for stormwater to safely exit the basin during large storm events. "As-built" construction drawings, showing actual dimensions, elevations, outlet pipes, etc. will be recorded as an addendum(s) to this agreement within 60 days after the City accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

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

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. 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.
8. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
9. Mowing around the basin or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
10. 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.

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. 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.