

POST-CONSTRUCTION  
RUNOFF PERMIT

DOCUMENT NO.

DOCUMENT TITLE

**3843660**

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

July 13, 2011 10:21 AM  
James R Behrend  
Register of Deeds

14 PGS  
TOTAL FEE: \$30.00  
TRANS FEE: \$0.00  
Book Page -



Recording Data

Return to:

Village of Menomonee Falls  
Engineering Services  
W156 N8480 Pilgrim Road  
Menomonee Falls, WI 53051

Grace Evangelical Lutheran Church

Tax Key No. MNFV 0018.999.001

*MNFV  
SM 30  
14*

kwiktag® 012 771 741





Village of Menomonee Falls  
W156 N8480 Pilgrim Road  
Menomonee Falls, WI 53051-3140  
Telephone: (262) 532-4200

## POST-CONSTRUCTION RUNOFF PERMIT NO. PCP2010-06

Village of Menomonee Falls

Property Owner: Grace Evangelical Lutheran Church

Stormwater Application No. SWA2010-06

Tax Key: 0018.999.001

Parcels: Lot 1 of Certified Survey Map No. 4143 as recorded by deed in the land records of Waukesha County, Volume 32, Pages 278 & 279, Document No. 1176797.

The Village of Menomonee Fall reviewed Stormwater Permit Application SWA2010-06 for compliance with Village of Menomonee Fall requirements.

Under Village of Menomonee Falls Ordinance Chapter 38, Article V, the Village of Menomonee Falls hereby grants approval for a POST CONSTRUCTION RUNOFF PERMIT with the requirements set forth in Section I, Section II, and Section III under terms and conditions of this permit.

This permit does not relieve the property owner from responsibility for compliance with any other applicable federal, state, or local law, rule, standard, ordinance, judgment or decree.

This Permit shall be recorded with the Register of Deeds, Waukesha County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on the Property Owner, their successors or assigns.

### TERMS AND CONDITIONS:

#### Section I: General Requirements

1. The Property Owner shall develop the Property pursuant to a Site Plan approved by the Village, which is included in the Stormwater Management Plan with a final revision date of August 31, 2010.
2. The Property Owner shall construct all detention basins, retention basins, outlet structures, inlet structures, storm sewer, underground storage facilities, swales, berms or any structure and grading associated with stormwater management (the "Stormwater Management Facilities") pursuant to a Site Plan approved by the Village.
3. Upon completion of the project, the Property Owner has thirty (30) days to submit an inspection report to the Village as proof of compliance on the Village approved Inspection Report form. Along with the inspection report, the Property Owner shall supply the Village with complete set of construction as-built drawings in ink on standard size mylar, and in AutoCAD format (\*.DWG) on CD. The as-built plan and inspection report will be used by the Village to determine if the Stormwater Management Facilities are constructed according to the Village approved plans. The Stormwater Management Facilities will be accepted only after the Village approves the as-built plans and inspection report.

4. The Property owner shall not construct, place or allow or suffer the construction or placement of structures within the Stormwater Management Facilities that affect the operation of the facilities; or that alter the elevations and slopes from those designed, established and constructed; without the specific written approval of the Village.
5. The Property Owner shall submit a landscape proposal and diagram with vegetation types to the Village prior to planting trees or shrubs in the Stormwater Management Facilities. The Village shall have the right to determine which species of trees and shrubs are appropriate for planting within the Stormwater Management Facilities. The Property Owner shall not plant shrubs or trees in the Stormwater Management Facilities unless approved by the Village.
6. The Property Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Management Facilities whenever the Village deems necessary.
7. This Permit imposes no liability of any kind whatsoever on the Village. The Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the storm water facilities on the Property or because of any adverse effect upon any person or property related or alleged to be related to the storm water detention basins from any liability if the Stormwater Management Facilities fail to operate properly. The Village shall have the right to defend any such claim and the Property Owner shall reimburse the Village for any and all cost and/or expenses, including but not limited to attorney's fees, which the Village may incur as a result of such claims.
8. The Property Owner shall comply with the terms and conditions of the "Detention Pond and Development Improvement Agreement" entered into by and between Waukesha County and Grace Evangelical Lutheran Church attached as Exhibit "A".

#### Section II: Maintenance

1. The Property Owner shall adequately maintain the Stormwater Management Facilities. Adequate maintenance is defined as good working condition so that these facilities are performing their design functions. The Property Owner must inspect the Stormwater Management Facilities within 24 hours after any rainfall event of 0.5 inches or greater.
2. The Property Owner shall hire a licensed professional engineer to inspect the Stormwater Management Facilities every (5) five years and submit an inspection report to the Village as proof of compliance. The Village approved Inspection Report form shall be used to determine the condition of the facilities. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facility such as berms, swales, culverts, outlet structure, pond areas, access roads, etc. The conditions shall be noted in the inspection report.
3. The Property Owner will perform or otherwise be responsible for the maintenance of the Stormwater Management Facilities as described in the approved Stormwater Management Plan submitted with application SWA2010-06 on file at Village Hall. This includes any work necessary to keep the Stormwater Management Facilities in good working order and making all the necessary repairs and/or improvements to correct damages, both natural and man made; and to resolve any citizen complaints. If deficiencies or damages are noted in the inspection report provided to the Village under ¶2 or if complaints are reported to the Village, the Property Owner has thirty (30) days from the date of the report or complaint to take appropriate measures to correct any deficiencies or damages and respond to citizen complaints.

#### Section III: Enforcement

1. Failure to comply the terms and conditions set forth in the permit shall constitute a violation of Chapter 38, Article V of the Village Code and will result in enforcement under Chapter 38, Sec. 38-213 ENFORCEMENT AND PENALTIES.

By signing below, I accept the TERMS AND CONDITIONS set forth in this permit.

**Grace Evangelical Lutheran Church**

By: [Signature]  
Rev. Robert L. Goodwin

Date: 9/9/2010

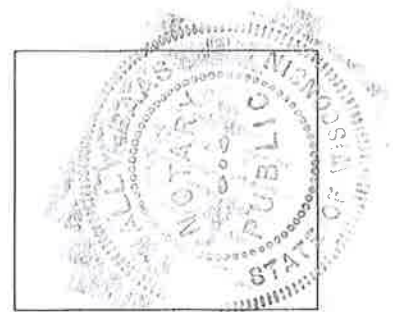
State of Wisconsin  
County of Waushara ) ss.

Personally came before me this 9 day of September, 2010, the above named Robert Goodwin to me known to be the person(s) who executed the foregoing instrument in their respective official capacity and acknowledged that they executed the foregoing instrument.

[Signature]  
Notary Public

Waushara County, State of Wisconsin

My Commission Expires on 10/31/2010



NOTARY SEAL

**Village of Menomonee Falls**

By: [Signature]  
Director of Engineering Services

Date: 9/16/2010



This instrument was drafted by:  
Thomas M. Hoffman, P.E.  
Director of Engineering Services  
Village of Menomonee Falls

DETENTION POND AND  
DEVELOPMENT  
IMPROVEMENT AGREEMENT

Document Number

Document Title

Return To:

Waukesha Co. Dept. Public Works  
1320 Pewaukee Rd Room 220  
Waukesha WI 53188

MNFV 0018-999

Parcel Identification Number

DETENTION POND AND DEVELOPMENT  
IMPROVEMENT AGREEMENT

**EXHIBIT "A"**

DETENTION POND AND DEVELOPMENT IMPROVEMENT  
AGREEMENT  
between the  
WAUKESHA COUNTY  
and  
GRACE EVANGELICAL LUTHERAN CHURCH

This agreement, made and entered into by and between Waukesha County, hereinafter called the COUNTY, and Grace Evangelical Lutheran Church, hereinafter referred to as GRACE CHURCH, provides for the construction of private development facilities, the construction of a detention pond, along with the future ownership of the land and maintenance of the detention pond. All improvements are to be constructed in conjunction with the roadway improvements under Project I.D. 02-2751(13)(A), also known as the County Trunk Highway Q (CTH-Q) reconstruction project.

**SUMMARY**

The COUNTY is reconstructing CTH Q in the Village of Menomonee Falls, between STH 175 and CTH Y (Lannon Road) and this reconstruction includes the construction of a detention pond to accommodate Milwaukee Metropolitan Sewerage District (MMSD) storm water requirements as administered by the Villages of Menomonee Falls and Germantown. The reconstruction work will take place in 2005.

GRACE CHURCH plans to construct a 60,865 square foot facility and associated parking lots on their lands abutting C.T.H. Q in the future. The ultimate development plans include the construction of church buildings, school buildings and parking areas at a parcel of land commonly known as Lot 1 of Certified Survey Map 4143 in Volume 32 of Certified Survey Maps, on Pages 278 and 279, as Document No. 1176797, said lands lying in the Northeast One-quarter and the Northwest One-quarter of Section 5, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

GRACE CHURCH is requesting that the COUNTY allow drainage from the GRACE CHURCH site and related planned 13.75-acre development to be carried and stored in the COUNTY'S detention pond.

GRACE CHURCH is requesting the COUNTY to take ownership and maintenance responsibilities for the detention pond in exchange for cost participation and other valuable consideration.

Additionally, GRACE CHURCH has requested that the COUNTY incorporate design features to accommodate the planned development of their parcel in conjunction with the roadway improvements on CTH Q.

Both parties agree to enter into a mutually beneficial agreement to transfer ownership and maintenance of said detention pond to the COUNTY:

The parties agree that construction costs for the detention pond shall be paid by GRACE CHURCH and the COUNTY in proportional shares based on flow and retainage requirements. The parties also agree that GRACE CHURCH will pay all costs related to driveway and median construction for the development.

### **IMPROVEMENT DESCRIPTION:**

The improvements are to include the design and construction of driveway and median features benefiting GRACE CHURCH, design and construction of a mutually beneficial detention pond, construction management, administration, and any contingencies necessary to satisfactorily complete the work to COUNTY standards.

### **RESPONSIBILITIES:**

The COUNTY shall:

1. Through its Consultant shall complete the construction plans, specifications and estimates in order to construct driveway and median features benefiting GRACE CHURCH and the mutually beneficial detention pond to the requirements of the COUNTY, the Villages of Menomonee Falls and Germantown and MMSD. This pond shall accommodate the drainage from GRACE CHURCH based on development plans provided to the COUNTY and attached as Exhibit "A"
2. The COUNTY shall allow GRACE CHURCH to connect to the pond, and will allow stormwater drainage from the proposed GRACE CHURCH development to enter the pond. The runoff will be limited to those calculations attached as Exhibit "B" and will not be increased at any time.
3. The COUNTY shall obtain all necessary permits and approvals for the initial construction of the pond.
4. The COUNTY shall agree to accept all ownership of the land and maintenance responsibilities for the detention pond.
5. The COUNTY will assume all future liability for the pond.
6. The COUNTY will construct the planned driveway entrance to the end of the radius points and the median opening for GRACE CHURCH as requested.
7. The COUNTY will allow GRACE CHURCH to place sewer expansion conduit beneath CTH Q during the construction project, provided GRACE CHURCH obtains all required permits. The COUNTY is not liable for any issues related to the conduit placement including location, grade or size or function of the conduit.
8. The COUNTY will grant GRACE CHURCH an easement and rights to cross COUNTY owned lands for the purpose of conveying storm water into the mutually beneficial pond.

GRACE CHURCH shall:

1. Reimburse the COUNTY for actual costs related to their share (calculated as 27% of the entire pond cost) for the construction of this pond. The COUNTY's current cost estimate shows this charge to GRACE CHURCH to be approximately \$67,800, however, GRACE CHURCH shall pay actual costs for this item upon completion of the improvements based on costs provided by the COUNTY. Payment shall be made directly to the COUNTY within 60 days of the invoice date.
2. In consideration for all future maintenance and liability being transferred to the COUNTY, GRACE CHURCH shall dedicate in fee simple title via Quit Claim deed within 60 days of signing this agreement, at no cost to the COUNTY, the lands necessary for the construction of the pond and roadway as detailed in the attached EXHIBIT "C". The COUNTY hereby accepts the dedication and relies upon it for highway purposes. Said dedication shall be recorded at the COUNTY'S expense with the Waukesha County Register of Deeds.
3. Reimburse the COUNTY for actual costs for the construction their driveway, median opening and related items. The COUNTY's current cost estimate shows this charge to GRACE CHURCH to be approximately \$16,950, however, GRACE CHURCH shall pay actual costs for this item upon completion of the improvements based on costs provided by the COUNTY. Payment shall be made directly to the COUNTY within 60 days of the invoice date.
4. GRACE CHURCH shall grant to the COUNTY a right of entry easement to complete the construction of the driveway during the highway project.
5. GRACE CHURCH shall obtain all necessary access permits from the COUNTY for the planned driveway and to comply with all COUNTY procedures and requirements in the design and layout of the planned driveway.
6. GRACE CHURCH shall allow only the agreed upon storm water to enter into the mutually beneficial pond. There will be no additional drainage allowed to enter this pond should additional lands be developed at any time in the future.
7. GRACE CHURCH shall be responsible for all subsequent permits, approvals and costs associated with the discharging of storm water into the pond during their development of the property. Both parties understand that the permit for the discharge of storm water for the planned development to the mutually beneficial detention pond is already permitted and approved.
8. GRACE CHURCH agrees that it shall reimburse the COUNTY for actual costs of its share of the detention pond and for construction of the driveway, median opening and related items within 60 days of receiving notice of actual costs from the COUNTY. If final payment is not received in a timely manner, the COUNTY is hereby entitled to place a lien on the GRACE CHURCH property until payment in full is received and seek any other legal remedies.
9. GRACE CHURCH shall obtain all necessary permits for placing sewer expansion conduit beneath CTH Q during the construction project. Any sewer conduit placed by GRACE CHURCH shall be at their expense, and shall be completed prior to paving



operations on CTH Q. All work must be completed prior to the start of paving operations, or permits for the placement of conduit shall become void. GRACE CHURCH is also made aware that there will be a 5-year moratorium on all open cutting of pavement on CTH Q after completion of the paving work.

This agreement shall only apply to the current planned improvements of GRACE CHURCH, as represented to the COUNTY as of the date of executing this agreement. Any changes or modifications in the planned improvements by GRACE CHURCH, its successors in title or assigns will require approval of the COUNTY.

This agreement shall be binding on the COUNTY, GRACE CHURCH and successors in title and assigns and shall run with the land.

**APPROVAL**

THIS AGREEMENT will be effective on the date executed by the COUNTY.

**GRACE EVANGELICAL LUTHERAN CHURCH**

*Richard F. Laabs*

Signature

Richard F. Laabs

Print Name

President

Title

**WAUKESHA COUNTY**

*Richard A. Bolte*

Signature

Richard A. Bolte

Print Name

Public Works Director

Title

July 8, 2005

Date

State of Wisconsin )

Waukesha

COUNTY

On the above date, this instrument was acknowledged before me by the named person(s).

*John H. Niebler*

(Signature, Notary Public, State of Wisconsin)

John H. Niebler

(Print or Type Name, Notary Public, State of Wisconsin)

Commission is permanent.

(Date Commission Expires)

7-11-05

Date

State of Wisconsin )

Waukesha

COUNTY

On the above date, this instrument was acknowledged before me by the named person(s).

*Karen Lynn Braun*

(Signature, Notary Public, State of Wisconsin)

KAREN LYNN BRAUN

(Print or Type Name, Notary Public, State of Wisconsin)

9-4-05

(Date Commission Expires)

This document drafted by Deborah B. Price  
Waukesha County Principal Assistant Corporation Counsel  
State Bar # 1003622  
1320 Pewaukee Road, Rm. 330  
Waukesha, WI 53188

DETENTION POND AND DEVELOPMENT IMPROVEMENT AGREEMENT  
WAUKESHA COUNTY and GRACE EVANGELICAL LUTHERAN CHURCH  
May 16, 2005

**EXHIBIT "A" CONTINUED**

Print Name

Lori S. Marks

Signature

My commission expires on:

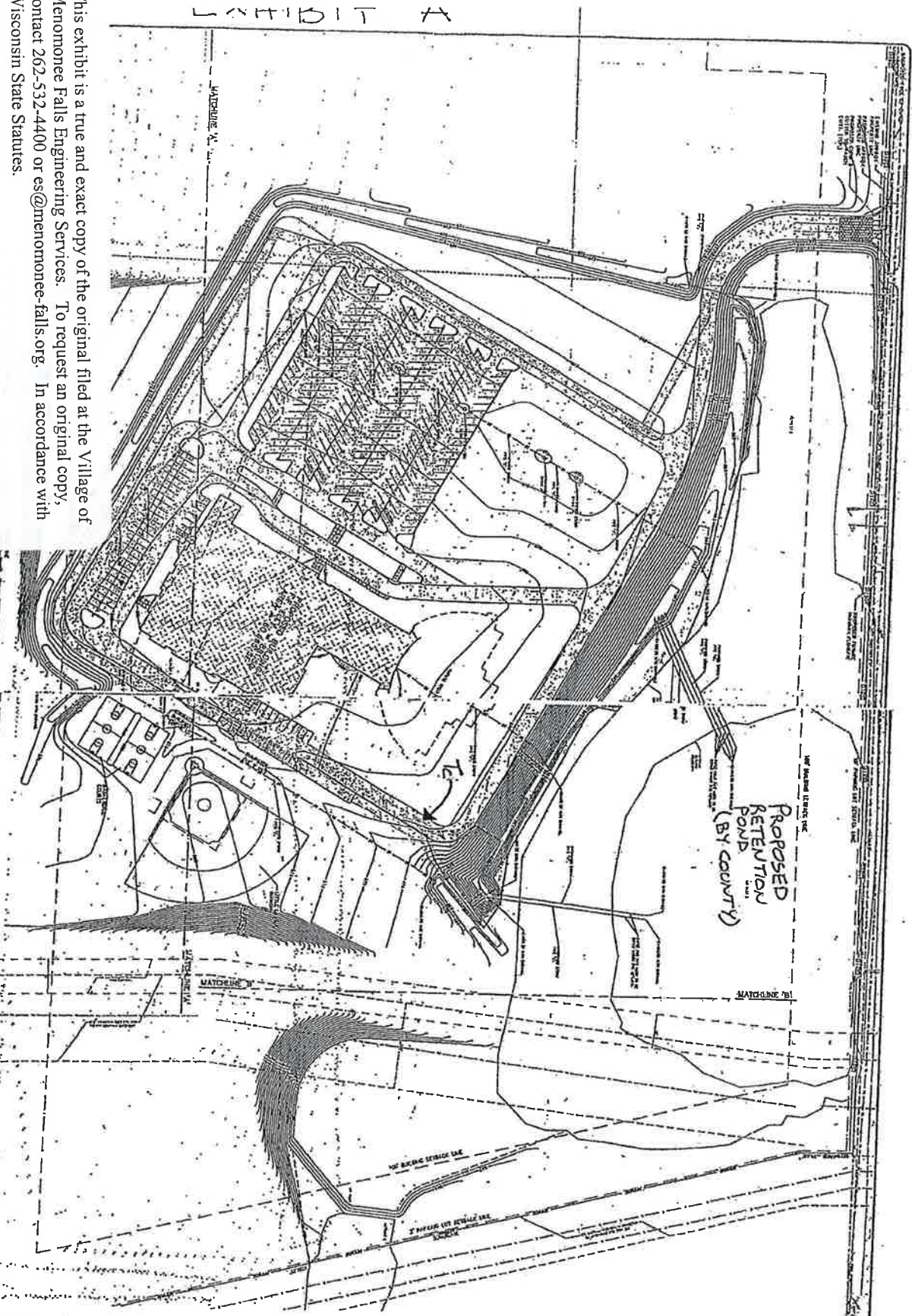
6/21/15

20

Acknowledged by me on this 7<sup>th</sup> day of JULY

This exhibit is a true and exact copy of the original filed at the Village of Menomonee Falls Engineering Services. To request an original copy, contact 262-532-4400 or es@menomonee-falls.org. In accordance with Wisconsin State Statutes.

EXHIBIT A



POST DEVELOPED CONDITION  
BASIN AREA = 579,003 S.F.  
(13.75 AC.)

GRADING & UTILITIES PLAN  
PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

DATE: 10/20/14  
SHEET: C1.2A

PROJECT:  
GRACE EVANGELICAL LUTHERAN CHURCH  
COUNTY HIGHWAY 'C'  
MENOMONEE FALLS, WI 53051

OWNER:  
GRACE EVANGELICAL LUTHERAN CHURCH  
887 W6171 KENOSHA BLVD.  
MENOMONEE FALLS, WI 53051

EXCEL ENGINEERING INC.  
1000 W. COUNTY ROAD  
PO BOX 240, W. WAUKESHA, WI 53091  
PHONE: 262-781-1100  
FAX: 262-781-1101  
WWW.EXCEL-ENG.COM

PRELIMINARY  
PLAN DATE:  
DRAWN BY:  
CHECKED BY:  
APPROVED BY:

EXHIBIT "A" CONTINUED

**GRACE EVANGELICAL LUTHERAN CHURCH**

**STORM WATER NARRATIVE AND CALCULATIONS**

**EXHIBIT "A" CONTINUED**

**GRACE EVANGELICAL LUTHERAN CHURCH**  
**STORM WATER NARRATIVE AND CALCULATIONS**  
**BASED ON SCS TR-55 METHOD**

Prepared by: Jason Daye

The site is located in the Village of Menomonee Falls on C.T.H. "Q". The existing site conditions consist of a soybean field which generally slopes from south to north with a few intermediate high and low areas. The proposed development will include the building of a 60,665 S.F. building with the calculated parking areas to meet local ordinances. The runoff from the developed part of the site will be conveyed to a retention pond by a storm sewer conveyance system as well as curb and gutter. This pond will be located in the northeast corner of the site. Waukesha County is responsible for the design and construction of this pond. To preserve the existing wetland, all pass thru off-site runoff as well as runoff from undeveloped areas on the church site will continue to be conveyed to the existing wetland in the northeast corner of the site via ditches. The summary of the calculations and results are below. All calculations include future building and parking expansions.

Existing Soils data: Soil Type = Pella Silt Loam (Ph), Hydrologic Soil Group B  
Hochheim Loam (HmC2), Hydrologic Soil Group B  
Hochheim Loam (HmB), Hydrologic Soil Group B

**DRAINAGE AREA**

Pre-developed Runoff: 599,003 S.F. (13.75 Acres)

4.92 CFS (2-year storm)

15.45 CFS (10-year storm)

31.92 CFS (50-year storm)

45.16 CFS (100-year storm)

- Composite runoff Curve Number = 70.00

- Time of Concentration = 0.38 hrs.

Post development Runoff: 599,003 S.F. (13.75 Acres)

15.77 CFS (2-year storm)

30.92 CFS (10-year storm)

51.12 CFS (50-year storm)

65.77 CFS (100 year storm)

- Composite Runoff Curve Number = 85.64

- Time of Concentration = 0.49 hrs.

Milwaukee Metropolitan Sewerage District (MMSD) Allowable Release Rates

2-year storm:  $0.15 \times 13.75 \text{ Acres} = 2.06 \text{ CFS}$

100-year storm:  $0.50 \times 13.75 \text{ Acres} = 6.88 \text{ CFS}$

**EXHIBIT "A" CONTINUED**

Attachments/Calculations

- Drainage basin maps
- TR-55 calculations 2-10-50-100 year storms including hydrograph summary reports.
- Backup hydrograph data and graphs

**EXHIBIT "A" CONTINUED**

## EXHIBIT "C"

Parcel No. 21  
Date: December 18, 2004  
Project I.D. 02-2751 (13) A  
Grantor: Grace Evangelical Lutheran Church  
Interest Req'd.: FEE, T.L.E.

Fee title in and to all that part of Lot 1 of Certified Survey Map No. 4143, in Volume 32 of Certified Survey Maps, on Pages 278 and 279, as Document No. 1176797, said lands lying in the Northeast One-quarter and the Northwest One-quarter of Section 5, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin and being more particularly described as follows:

Beginning at the northwest corner of said Lot 1; thence North 89°38'57" East, along the northerly line of said Lot, 348.99 feet; thence North 89°18'22" East, continuing along said northerly line, 1350.72 feet to the northeast corner of said Lot; thence South 00°34'30" West, along the easterly line of said Lot, 5.00 feet to a point, said point being known as Point M; thence South 89°18'22" West, 1350.48 feet; thence South 89°38'57" West, 349.17 feet to a point on the westerly line of said Lot; thence North 00°13'03" West, along said westerly line of said Lot, 5.00 feet to the point of beginning.

Also

Commencing at Point M as described above; thence South 89°18'22" West, along the southerly right of way line of relocated C.T.H. "Q", 192.90 feet to the Point of Beginning; thence South 00°41'38" East, 61.84 feet; thence South 04°43'39" West, 309.55 feet; thence South 89°18'22" West, 424.11 feet; thence North 00°41'38" West, 370.00 feet to a point on said southerly right of way line; thence North 89°18'22" East, along said southerly right of way line, 452.17 feet to the Point of Beginning.

Said parcel contains 3.95 acres, more or less.

Also, a temporary limited easement for the right to construct slopes, including for such purpose the right of ingress and egress as long as required for such public purpose, including the right to operate the necessary equipment thereon, and including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable. Said easement is more particularly described as follows:

Beginning at Point M as described above; thence South 00°34'30" West, 25.00 feet; thence South 89°18'22" West, 191.16 feet; thence North 00°41'38" West, 25.00 feet to a point on the southerly right of way line of relocated C.T.H. "Q"; thence North 89°18'22" East, along said southerly right of way line, 192.90 feet to the Point of Beginning.

Also;

Beginning at Point M as described above; thence South 89°18'22" West, along the southerly right of way line of relocated C.T.H. "Q", 645.07 feet to the Point of Beginning; thence South 00°41'38" East, 15.00 feet; thence South 89°18'22" West, 705.40 feet; thence South 89°38'57" West, 349.25 feet to a point on the owners westerly property line; thence North 00°13'03" West, along said westerly property line, 15.00 feet to a point on the southerly right of way line of relocated C.T.H. "Q"; thence North 89°38'57" East, along said southerly right of way line, 349.17 feet; thence North 89°18'22" East, along said southerly right of way line, 705.40 feet to the Point of Beginning.

Said easement contains 0.47 acres, more or less, to terminate upon completion of this project, or on August 31, 2006 which ever is later.

## EXHIBIT "A" CONTINUED