DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("<u>Agreement</u>"), entered into effective as of August 2, 2023 ("<u>Effective Date</u>"), by and between the **City of Whitewater**, **Wisconsin** (the "<u>City</u>") and **Aldi Inc. (Wisconsin)**, a Wisconsin corporation ("<u>ALDI</u>"). Each of the forgoing may also be referred to in this Agreement as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage development and promote mixed-use development within the City;

WHEREAS, for these purposes, the City has created Tax Incremental District No.14 ("<u>TID</u>") pursuant to Wisconsin Statutes;

WHEREAS, ALDI, pursuant to that certain offer to purchase with a private entity for a portion containing approximately 2.7 acres of the real property located at 1380/1390 West Main Street, Whitewater, Wisconsin 53190, as more particularly described on Exhibit A, attached hereto (the "Property"), is to acquire the Property and develop it;

WHEREAS, ALDI has filed, or will file, with the City plans, specifications, documents and exhibits as required by the City for the development of the Property and for making other improvements.

WHEREAS, the City and ALDI agree that the existing sanitary sewer pipe at the Property is inadequate and poorly located, and it will be the responsibility of ALDI to install a new sanitary sewer pipe to serve the Property as well as the adjacent parcels described or depicted on <u>Exhibit C</u> (the "<u>Adjacent Parcels</u>"), which will tap into the sanitary sewer main on the west side of the Property.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. <u>Aldi Improvements</u>.

(a) ALDI shall complete improvements on the Property substantially in accordance with the terms, conditions and requirements of Exhibit B, attached hereto ("ALDI's Improvements"). The plans, specifications and site plans for ALDI's Improvements (collectively, "ALDI's Plans") are subject to City approval, and ALDI shall not commence construction of ALDI's Improvements until such time as the City has approved such plans, specifications and site plans in writing. After the City's approval of ALDI's Improvements, such documents shall not be modified without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. City's approval of ALDI's Improvements shall not excuse ALDI from complying with any other governmental approvals, permits, ordinances or laws that are applicable to the Property or ALDI's Improvements. All work to be performed by ALDI related to ALDI's Improvements shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the City. ALDI shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

(b) Additionally, ALDI shall, in accordance with ALDI's Plans, install new sanitary sewer pipes to serve the ALDI's development and the Adjacent Parcels, which shall require the installation of pipe across a portion of the Adjacent Parcels located to the west of the Property to the west side of such Adjacent Parcels in order to connect to the sanitary sewer main. Upon installation, the sanitary sewer pipe will become the property of the City. The City will maintain and service the sanitary sewer pipe following installation.

2. <u>City Grant</u>.

(a) <u>Grant Amount</u>. Within 30 days after ALDI's satisfaction of the conditions set forth in Section 2(b) below, the City agrees to pay to ALDI a grant in an amount equal to Five Hundred Thousand Dollars (\$500,000) ("<u>City Grant"</u>), payable to ALDI in immediately available funds.

(b) <u>Conditions Precedent</u>. Prior to the City's payment of the City Grant, ALDI shall satisfy the following conditions:

(i) Provide the City with a copy of the deed transferring ownership of the Property to ALDI.

(ii) Provide the City with copies of permits, licenses and other documents as reasonably requested by the City to confirm that ALDI has complied with all necessary federal and state laws, regulations and ordinances necessary to obtain the governmental approvals required for the intended construction of the Project, including without limitation, a building permit for ALDI's Improvements. (iii) Provide City with a copy of all plans and complete specifications for construction of ALDI's Improvements, which plans and specifications must be reasonably acceptable to City.

(iv) Provide the City with copies of a corporate resolution identifying the parties authorized to act on behalf of ALDI.

3. <u>Minimum Incremental Value</u>.

(a) Shortfall Payment. The minimum incremental value (equalized) for the tax year 2025 payable in 2026, based on an assessment date of January 1, 2025, shall be \$3,450,000; for each year thereafter, the minimum incremental value (equalized) for each subsequent year, based on an assessment date of January 1 of such year, shall be \$3,450,000. If the Property does not achieve a minimum incremental value of \$3,450,000, the City will charge a shortfall payment (a "Shortfall Payment"). For example, if the actual incremental value is \$3 million and the actual TIF district tax rate is \$20.00 per thousand of value, the actual tax increment generated is \$60,000. The minimum incremental value of \$3,450,000 requires tax increment equal to \$69,000 (\$3,450,000 x \$20.00/1,000). The ALDI subsidy owed is \$9,000. The tax rate for the district will be based on the interim tax rate identified on the PC-202 Tax Increment Calculation worksheet (Walworth County portion). For each year that the City determines that a Shortfall Payment is due and owing, the City shall notify ALDI of the amount of the Shortfall Payment due and owing for that tax year, and such payment shall be due and payable to the City by not later than January 31 of the next ensuing year (*i.e.* if a Shortfall Payment is due and owing for tax year 2025, payable in 2026, based on the actual incremental value of the Property as of the January 1, 2025 assessment date, such payment shall be due and owing and shall be payable by not later than January 31, 2026 for the 2025 tax year).

(b) <u>Special Charge</u>. ALDI agrees that the amount of any Shortfall Payment due and owing to the City for any given year, pursuant to this Agreement, may be treated as a "<u>Special</u> <u>Charge</u>" (as defined in Wisconsin Statutes§ 74.01(4) levied against the Property, without notice or hearing, such notice and hearing being expressly waived by ALDI). The Special Charge shall be a lien on the Property and shall be extended upon the tax roll for the year in which it is due and owing against the Property in the event the ALDI does not pay the City its Shortfall Payment by such Shortfall Payment due date. All proceedings in relation to collection, return and sale of the Property for delinquent real estate taxes shall apply to such Special Charge. The City shall also have the right to collect the Shortfall Payment in any other manner as permitted by law.

(c) <u>Agreement Runs with the Land</u>. The Agreement shall inure to the benefit of the City and shall be binding on the from time-to-time owners of the Property and shall constitute covenants running with the land.

4. <u>Default</u>.

(a) <u>Events of Default</u>. A Party shall be in default under this Agreement if such Party shall fail to carry out or fulfill one or more of its obligations hereunder and such

failure shall continue for a period of thirty (30) days following receipt of written notice from the other Party specifying such failure; provided, however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, a Party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

(b) <u>Remedies</u>. If a Party does not cure or undertake to cure a default within the time period set forth above, the non-defaulting Party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity. The rights and remedies of the Parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach by ALDI. No waiver made by the City with respect to the performance or manner or time of any obligation of ALDI under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of ALDI.

5. <u>Intentionally Deleted</u>.

6. <u>Miscellaneous</u>.

(a) <u>Changes</u>. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the ALDI and the City, shall be incorporated in written amendments to this Agreement.

(b) <u>Approvals in Writing</u>. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld, conditioned, or delayed.

(c) <u>Notices and Demands</u>. A notice, demand, or other communication under this Agreement by any Party to any other Party shall be sufficiently given or delivered if it is (i) dispatched by registered or certified mail, postage prepaid, return receipt requested, (ii) delivered by email transmission, (iii) delivered by reputable overnight delivery service, or (iv) delivered personally to:

In the case of ALDI:

Aldi Inc. (Wisconsin) 9342 South 13th Street Oak Creek, WI 53154 Attn: Tom Howald, Director of Real Estate Email: Tom.howald@aldi.us

With a copy to:

Kayne Law Group, CO., P.A. 612 Park Street, Suite 100 Columbus, Ohio 43215-1681 Attn: Jacob Worrel, Esq. Email: jworrel@kaynelaw.com

In the case of the City:

City of Whitewater Attn: John S. Weidl, City Manager 312 W. Whitewater Street P.O. Box 178 Whitewater, WI 53190 Email: jweidl@whitewater-wi.gov Phone: 262-473-0104

With a Copy to: Jonathan K. McDonell, City Attorney Harrison, Williams & McDonell, LLP 522 West Main Street Whitewater, WI 53190 Email: jm@hmattys.com Phone: 262-473-7900

Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, and may be transmitted by the Parties' respective legal counsel.

(d) <u>No Liability of City</u>. The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by ALDI in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. ALDI specifically agrees that no representations, statements, assurances, or guarantees will be made by ALDI to any third party or by any third party which are contrary to this provision.

(e) <u>Completeness of Agreement</u>. This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the Parties, and no other agreements, oral or

otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

(f) <u>Matters to be Disregarded</u>. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(g) <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(h) <u>Recording of Agreement</u>. The Agreement and any and all subsequent modifications thereof or additions thereto may, upon being duly executed, be recorded by either Party with the Register of Deeds for Walworth County, Wisconsin.

(i) <u>Successors and Assigns</u>. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or the Property shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

(j) <u>Ambiguities Not Construed</u>. ALDI has had substantial input concerning the terms of this Agreement, and therefore, any ambiguities will not be construed against the City on the basis that its attorney drafted this Agreement.

(k) <u>Term of Agreement</u>. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge and agree that this Agreement, and all obligations and liabilities hereunder, shall automatically terminate upon the date that is 8 years after the Effective Date. The minimum guaranteed assessment and shortfall payment shall be in effect for 8 tax collection years after the Effective Date.

(1)Force Majeure. If ALDI is delayed or hindered in or prevented from the performance of any obligation required hereunder by Force Majeure (regardless of whether or not any such obligation in this Agreement includes a specific reference to Force Majeure), the time for performance of such obligation shall be extended for the period of the delay. The term "Force Majeure" means a delay beyond the reasonable control of the delayed party caused by labor strikes, lock outs, industry wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, sabotage, material fire or other material casualty, a Pandemic Event (defined below), Severe Weather, or an extraordinary and material act of God (such as a tornado or earthquake). The term "Severe Weather" means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Property, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim. The term "Pandemic Event" means any of the following: state of emergency or public health emergency or pandemic (including, without limitation, Covid-19), government mandated quarantine or travel bans, government mandated closures, disruption, breakdown, delayed production or interruption for any period of time, interruptions to transportation, or the use of equipment, labor, or materials, including, without limitation, the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to worldwide or regional pandemic or other health related event disruptions.

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[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the Effective Date.

CITY OF WHITEWATER

By: ____

John S. Weidl, City Manager

Attest:

Karri J. Anderberg, City Clerk

STATE OF WISCONSIN COUNTY OF WALWORTH

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by John S. Weidl, City Manager of, and Karri J. Anderberg, City Clerk of, the City of Whitewater, Wisconsin, a municipal corporation, on behalf of said city.

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_____, Notary Public

Walworth County, Wisconsin My Commission expires:

Aldi Inc. (Wisconsin),

a Wisconsin corporation

By:______Steve Bowman, Group Director of Real Estate

Date Signed:

STATE OF OHIO)) COUNTY OF FRANKLIN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this day of , 2023, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Wisconsin), a Wisconsin corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

> Notary Public County, Ohio My Commission expires:

EXHIBIT A

The "Property"

A parcel of land containing approximately 2.7 acres of the real property located at 1280/1290 West Main Street, City of Whitewater, Walworth County, Wisconsin depicted as "Lot 1" on the attached Certified Survey Map dated September 19, 2023.













Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin

	CURVE TABLE						
CURVE	CURVE LENGTH RADIUS DELTA CHORD BEARING LENGTH TANGENT TANGENT						TANGENT
C1	48.13'	465.22'	005°55'40"	N81°45'59"W	48.11'	N78°48'09"W	N84°43'49"W
C2	5.00'	1876.85'	000°09'09"	N61°02'08"W	5.00'	N61°06'42"W	N60°57'33"W

LINE TABLE				
LINE NO.	BEARING	DISTANCE		
L1	S01°41'38"E	2.00'		
L2	S28°53'18"W	22.00'		
L3	S88°18'22"W	629.96'		

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Whitewater on this 12 day of 0/000, 2023.

Ctober 11,2023

nderberg,





SEPTEMBER 19, 2023

Prepared By:
 PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD I SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888
 This instrument

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#3000.00 SHEET 7 OF 9

Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

Thence South 88°18'22" West along said north right of way line, 368.04 feet;

That I have surveyed, mapped and divided that part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin, described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 6; Thence South 88°18'22" West along the south line of said Northeast 1/4, 197.33 feet; Thence North 00°06'18" West, 35.01 feet to the north right of way line of West Main Street and the Point of Beginning;

Thence South 01°41'38" East along said north right of way line, 300.04 reet, Thence South 01°41'38" East along said north right of way line, 2.00 feet; Thence South 88°18'22" West along said north right of way line, 261.50 feet; Thence North 01°41'38" West along said Certified Survey Map No. 3326, 272.00 feet; Thence South 88°18'22" West along said Certified Survey Map No. 3326, 260.00 feet; Thence South 08°11'16" West along said Certified Survey Map No. 3326, 50.57 feet; Thence South 02°00'51" West along said Certified Survey Map No. 3326, 84.71 feet; Thence South 08°11'16" West along said Certified Survey Map No. 3326 and then along the aforesaid north right of way line of West Main Street, 136.06 feet to a point on a curve; Thence northwesterly 48.13 feet along the arc of said curve to the right and said north right of way line, whose radius is 465.22 feet and whose chord bears North 81°45'59" West, 48.11 feet; Thence North 61°06'42" West along said north right of way line, 378.83 feet; Thence South 28°53'18" West along said north right of way line, 22.00 feet; Thence North 61°06'42" West along said north right of way line, 1511.33 feet to a point of curvature; Thence northwesterly 5.00 feet along the arc of said curve to the right and said north right of way line, whose radius is 1876.85 feet and whose chord bears North 61°02'08" West, 5.00 feet; Thence North 88°18'22" East, 2835.27 feet to the east line of the Northeast 1/4 of said Section 6; Thence North 00°05'30" West along said east line, 280.79 feet; Thence North 88°01'55" East, 280.50 feet; Thence South 00°05'30" East, 438.05 feet to Certified Survey Map No. 1709; Thence South 88°09'14" West along said Certified Survey Map No. 1709, 553.02 feet; Thence South 00°06'18" East along said Certified Survey Map No. 1709, 485.00 feet; Thence North 88°18'22" East along said Certified Survey Map No. 1709, 75.00 feet; Thence South 00°06'18" East along said Certified Survey Map No. 1709, 312.99 feet to the Point of Beginning. Dedicating that portion of subject property as graphically shown for public right of way purposes. Containing 1,770,262 square feet (40.6396 acres) of land Gross and 1,760,293 square feet (40.4107 acres) of land Net more or less. That I have made such survey, land division and map by the direction of D.L.K. ENTERPRISES, INC, owner of said land. That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Whitewater Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

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John P. Konopacki Professional Land Surveyor S-2461

Date: SEPTEMBER 19, 2023

Prepared By: PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD | SUITE 100 BROOKFIELD, WI 53186 OFFICE: (262) 754-8888 This instrument drafte

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#3000.00 SHEET 8 OF 9

Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

D.L.K. ENTERPRISES, INC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

D.L.K. ENTERPRISES, INC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of Whitewater

IN WITNESS WHEREOF, the said D.L.K. ENTERPRISES, INC.has caused these presents to be signed by Michael S. Kachel, President, at Whitewater, Walworth County, Wisconsin, on this ______ day of ______ day of ______, 2023.

In the presence of: D.L.K. ENTERPRISES, INC.

-

Michael S. Kachel, President

STATE OF WISCONSIN) WALWORTH COUNTY) SS

Personally came before me this 10⁺⁺ day of October , 2023, Michael S. Kachel, President, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such <u>Cesident</u> (title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

U Notary Public Name: chl soel 1 State of Wisconsin 6/18/2024 My Commission Expires:





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RECEIVED FOR RECORDING THIS _	DAY OF	, 2023, AT	O'CLOCK . M. AND
RECORDED IN VOLUME	OF CERTIFIED SURVEYS OF	WALWORTH COUNTY A	T PAGES
DOCUMENT NO.			
CERTIFIED SURVEY MAP NO.			

DAVOE

MICHELE JACOBS, REGISTER OF DEEDS

RECEIVED FOR RECORDING THE

Prepared By:	
PINNACLE ENGINE	ERING GROUP
20725 WATERTOWN ROAD	I SUITE 100
BROOKFIELD, WI 53186	
 OFFICE: (262) 754-8888	This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#3000.00 SHEET 9 OF 9

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EXHIBIT B "ALDI'S Improvements" (Attached)

LEGEND)	
	EXISTING	PROPOSED
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NORMAL WATER LEVEL (NWL) -	0000	
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FENCE LINE, WOOD OR PLASTIC		0
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CURB AND GUTTER =		
MOUNTABLE CURB =		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		
RETAINING WALL		



WISCONSIN OFFICE: 20725 WATERTOWN ROAD, SUITE 100 BROOKFIELD, WI 53186 (262) 754-8888 CHICAGO I MILWAUKEE : NATIONW

RESOURCES I SURVEYING

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GENERAL NOTES

- THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION. A GEOTECHNICAL REPORT PREPARED BY GESTRA DATED APRIL 20TH, 2023 HAS BEEN PREPARED FOR
- THE PROJECT SITE. THE DATA ON SUB-SURFACE SOIL CONDITIONS IS NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE CONTINUITY OF SUCH CONDITIONS BETWEEN BORINGS OR INDICATED SAMPLING LOCATIONS. IT SHALL BE EXPRESSLY UNDERSTOOD THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS DRAWN THERE FROM BY THE CONTRACTOR. DATA IS MADE AVAILABLE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL
- 4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
- QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.

- COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
- SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- . THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- 11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGER'S HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
- 12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- 13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
- 14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

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COVER SHEET

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GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES

- 1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, SPS 360, 382-383, AND THE LOCAL ORDINANCES AND SPECIFICATIONS. 2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS. 3. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
 - 4. THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE PUBLIC PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
 - 5. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
 - 6. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 - 7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGER'S HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
 - 8. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE GRADING & EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY. 9. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
 - 10. TRASH AND DEBRIS SHALL BE NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
 - 11. THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS 12. ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. ALL PAVING DIMENSIONS ARE TO FACE OF CURB OR TO EDGE OF PAVEMENT; EXCEPT FOR THE SETBACK FROM PARKING LOTS, MANEUVERING LANES AND FIRE ACCESS LANES, WHERE THE SETBACK IS MEASURED FROM THE BACK OF CURB TO THE PROPERTY LINE.
 - 13. SPOT ELEVATIONS REPRESENT THE GRADE ON PAVEMENT SURFACE OR FLOW LINE UNLESS OTHERWISE NOTED.
 - 14. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION 15. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
 - 16. CONTRACTOR SHALL COMPLY WITH ALL CITY OF WHITEWATER CONSTRUCTION STANDARDS/ORDINANCES
 - 17. LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT

SPECIFICATIONS FOR GRADING & EROSION CONTROL

- 1. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR HAUL OFF SOIL. ON-SITE LOCATIONS SUITABLE FOR BORROW OR FILL MAY BE PRESENT. COORDINATE WITH OWNER.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER. 3. SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE. BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH
- FENCING. STOCKPILES SHALL NOT BE LOCATED CLOSER THAN 25' TO A DRAINAGE STRUCTURE OR FEATURE AND SHALL BE SURROUNDED WITH SILT FENCE. 4. THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERCEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WITTING BEFORE ANY DEVIATIONS ARE MADE.
- 5. IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING: THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER. PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF PROOF-ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT, AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW. THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM-D-423) AND PLASTICITY INDEX (ASTM D-424) IF 30 AND 10 RESPECTFULLY, UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP TWELVE (12") INCHES OF COMPACTED FILL SHOULD HAVE A MAXIMUM THREE (3") INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6") INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED UNDER THE DIRECTION AND SUPERVISION OF AN EXPERIENCED SOILS ENGINEER PRIOR TO PLACEMENT, IF THE FILL IS TO PROVIDE NON-FROST SUSCEPTIBLE CHARACTERISTICS. IT MUST BE CLASSIFIED AS A CLEAN GW. GP. SW. OR SP PER UNITED SOIL CLASSIFICATION SYSTEM (ASTM D-2487). FOR STRUCTURAL FILL THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY
- DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS. THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND COMPACTION EQUIPMENT BEING USED. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION. MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY. DISCING, HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE, AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D-398) MAXIMUM DENSITY. 6. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
- 7. SUBGRADE TOLERANCES ARE +/-1" FOR LANDSCAPE AREAS AND +/- 1/2" FOR ALL PAVEMENT AND BUILDING AREAS.
- 8. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD. 9. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.
- ANY DEWATERING SHALL NOT GO DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRT BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
- 10. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES. IN THE EVENT THIS OCCURS, THE ROADWAYS SHALL BE POWER SWEPT IMMEDIATELY AND ALL SEDIMENT REMOVED FROM DOWNSTREAM FACILITIES.

SPECIFICATIONS FOR PRIVATE UTILITIES

- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
- 2. ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE WET TAPPED WITH A STAINLESS STEEL TAPPING SLEEVE.
- 3. PROPOSED SANITARY SEWER AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. THE EXACT LOCATION OF ALL DOWN SPOUTS CONNECTIONS SHALL BE PER THE ARCHITECTURAL PLANS.
- 4. CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL
- 5. MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED PIPE WITH AN INTEGRALLY FORMED SMOOTH WATERWAY SUCH AS ADS N-12. WHERE SPECIFICALLY REQUIRED, REINFORCED CONCRETE PIPE (RCP), ASTM C-76, CLASS III OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR HDPE AND CLASS "C" FOR CONCRETE (PER STANDARD SPECIFICATIONS). MANHOLES, INLETS AND CATCH BASINS SHALL BE PRE CAST REINFORCED CONCRETE, ASTM C-478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE ADS NYLOPLAST OR EQUIVALENT AND SHALL BE A MINIMUM OF 24" IN DIAMETER. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERTA WYE OR EQUIVALENT.
- 6. CLEANOUTS FOR SANITARY SEWER LATERALS SHALL BE PLACED AT MAXIMUM SEPARATION OF EVERY 90'. 7. 45° BENDS SHALL BE USED IN PLACE OF 90° BENDS WHEREVER POSSIBLE.
- 8. MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS, CONFORMING TO ASTM D-3212. TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTIONS SHALL BE MADE WITH AN INSERTA WYE OR EQUIVALENT. A MINIMUM OF 6' OF COVER IS REQUIRED FOR ALL SANITARY SEWER.
- 9. MATERIALS FOR WATER SERVICES AND PRIVATE HYDRANTS SHALL BE AS FOLLOWS: WATER SERVICES SHALL BE PVC, HDPE, OR DI AS ALLOWED BY MUNICIPAL CODE, PVC SHALL BE AWWA C-900. DI SHALL BE AWWA C151, CLASS 52 (OR AS REQUIRED BY LOCAL CODE). TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP, CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6' COVER IS REQUIRED FOR ALL WATERMAIN, VALVES SHALL BE NONRISING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWWA C509 WITH A THREE PIECE CAST IRON VALVE BOX, INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
- 10. EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED FOR ALL UTILITIES. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
- 11. MANDREL TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
- 12. UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE. 13. TRACER WIRE (NO. 12 SINGLE STRAND COPPER) AND WARNING TAPE SHALL BE INSTALLED IN ORDER TO LOCATE NON-METALLIC UNDERGROUND UTILITIES IN ACCORDANCE WITH THE WISCONSIN ADMINISTRATIVE CODE, CHAPTER SPS 382. TRACER WIRE SHALL TERMINATE IN A VALVECO TERMINAL BOX AT EACH END.

SPECIFICATIONS FOR PAVING

- 1. ALL DIMENSIONS ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. ALL PAVING DIMENSIONS ARE TO FACE OF CURB OR TO EDGE OF PAVEMENT; EXCEPT FOR THE SETBACK FROM PARKING LOTS, MANEUVERING LANES AND FIRE ACCESS LANES, WHERE THE SETBACK IS MEASURED FROM THE BACK OF CURB TO THE PROPERTY LINE.
- 2. AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE 1 🔏 INCH DIAMETER LIMESTONE UNLESS NOTED OTHERWISE. RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
- 3. SUBGRADE SHALL BE PROOFROLLED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF STONE BASE. EXCAVATE UNSUITABLE AREAS AND REPLACE WITH BREAKER RUN STONE AND RECOMPACT. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
- 4. EXISTING PAVEMENT SHALL BE SAWCUT IN NEAT STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPLACED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
- 5. ASPHALT FOR PARKING AREAS SHALL BE PER THE SECTION IDENTIFIED IN THE SITE DIMENSIONAL AND PAVING PLAN. MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460 TYPE LT IS REQUIRED UNLESS NOTED OTHERWISE. A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER. 6. CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS, GRADE A, ASTM C-94, 6 BAG MIX, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI. JOINTING SHALL BE PER SECTION 415.3.7 OF THE STANDARD SPECIFICATIONS WITH CONSTRUCTION JOINTS HAVING A MAXIMUM SPACING OF 10'. EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS
- REQUIRED 7. PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES OR TO MANUFACTURER'S SPECIFICATION, WHICHEVER IS GREATER.
- 8. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT EXISTING PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.



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GENERAL EROSION AND SEDIMENT CONTROL NOTES

- 1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN EPA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT ("WPDES" PERMIT NO. WI-S067831-4) FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL TECHNICAL STANDARDS AND PROVISIONS IN EFFECT AT THE TIME OF CONSTRUCTION. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION
- 2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY OWNER/ENGINEER OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REOUEST
- 3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY OWNER/ENGINEER/GOVERNING AGENCY PRIOR TO DEVIATION OF THE APPROVED PLAN.
- 4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT
- 5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
- 6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST IMMEDIATELY AND AS REQUESTED BY THE GOVERNING AGENCIES.
- 7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER AND SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS . ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
- 8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:
 - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
 - BACKFILL, COMPACT AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
 - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.
- 9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
- 10. IF APPLICABLE, ALL WATERCOURSES AND WETLANDS SHALL BE PROTECTED WITH SILT FENCE TO PREVENT ANY DIRECT DISCHARGE FROM DISTURBED SOILS.
- 11. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
- 12. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
- 13. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER IMMEDIATELY FOLLOWING COMPLETION OF SUCH ACTIVITIES OR PRIOR TO THE COMPLETION OF EACH WORK DAY, WHICH EVER OCCURS FIRST.
- 14. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
- 15. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS. PUMP DISCHARGE SHALL BE DIRECTED INTO AN APPROVED FILTER BAG OR APPROVED SETTLING DEVICE.
- 16. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION, EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF FOURTEEN (14) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
- 17. ALL NON CHANNELIZED AREAS SHALL BE STABILIZED WITH CURLEX I EROSION MATTING AND ALL CHANNELS SHALL BE STABILIZED WITH CURLEX II EROSION MATTING OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED, EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
- 18. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
- 19. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
- 20. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH OF THE GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
- 21. SEE ADDITIONAL DETAILS AND NOTES ON SITE STABILIZATION AND CONSTRUCTION DETAILS.

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GENERAL NOTES

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DEMOLITION NOTES

- 1. PERIMETER SILT FENCING AND CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION. PLEASE REFER TO GRADING AND EROSION AND SEDIMENT CONTROL PLAN SHEETS FOR FURTHER DETAILS.
- 2. EXISTING FEATURES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY DEMOLITION.
- 3. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- 4. COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES AND THE MUNICIPALITY TO PROTECT EXISTING FUNCTIONING UTILITIES, BULKHEAD/REMOVE CONNECTIONS AS NECESSARY, AND TO ENSURE ALL UTILITIES ARE INACTIVE PRIOR TO ANY DEMOLITION ACTIVITIES. CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO ENSURE PROTECTION OF EXISTING UTILITIES THAT ARE NOT TO BE IMPACTED. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY EXISTING UTILITIES DAMAGED AS A RESULT OF THE DEMOLITION.
- 5. VOIDS LEFT BY REMOVAL OF FEATURES SHALL BE MODIFIED/FILLED TO PREVENT PONDING OF WATER.
- 6. DEMOLISH AND DISPOSE EXISTING PIPING, CABLE/WIRES, STRUCTURES, OR OTHER SURFACE FEATURES INDICATED ON THE PLANS TO BE REMOVED.
- 7. CLEARING AND GRUBBING DESIGNATIONS SHALL INCLUDE CLEARING, GRUBBING, REMOVING, AND DISPOSING OF ALL VEGETATION AND DEBRIS WITHIN THE LIMITS OF CONSTRUCTION, AS DESIGNATED ON THE PLANS. CONTRACTOR SHALL REMOVE ONLY THOSE TREES ABSOLUTELY NECESSARY TO ALLOW FOR CONSTRUCTION.
- 8. CONTRACTOR SHALL REMOVE EXISTING FENCING IN A MANNER TO ALLOW REUSE. ANY FENCING MATERIAL TO BE REUSED IN THE CONSTRUCTION OF RELOCATED FENCE LINES SHALL BE PRESENTED TO ENGINEER FOR INSPECTION AND PROPOSED CONTRACT DEDUCT ASSOCIATED WITH REUSE OF THE SALVAGED MATERIAL. ENGINEER OR OWNER WILL PROVIDE WRITTEN ACCEPTANCE OF THE PROPOSED SALVAGED MATERIAL.
- 9. CONTRACTOR SHALL COORDINATE WITH THE MUNICIPALITY FOR TERMINATION OF PUBLIC UTILITY CONNECTIONS TO SITE.
- 10. CONTRACTOR SHALL COORDINATE STOCKPILE LIMITS AND LOCATIONS WITH ENGINEER/OWNER PRIOR TO DEMOLITION.

SPECIFICATIONS FOR PUBLIC UTILITIES

- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
- 2. ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE TWO-PIECE BOLTED STAINLESS STEEL TYPE WITH MECHANICAL JOINTS. SLEEVE MODEL/MANUFACTURER SHALL BE CASCADE CST EXTRA HEAVY DUTY AND VALVE MODEL/MANUFACTURER TO BE CLOW F-5093 OR KENNEDY C950.
- 3. CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL. WATER UTILITY REQUIRES A 48-HOUR NOTICE PRIOR TO WATER SHUT OFF.
- 4. MATERIALS FOR DRIVEWAY CULVERTS SHALL BE MINIMUM 15-INCH DIAMETER RCP OR CMP WITH CONCRETE FLARED END SECTIONS.
- 5. TRENCH SECTIONS FOR STORM SEWER SHALL BE CLASS "C" BEDDING FOR CONCRETE (PER STANDARD SPECIFICATIONS). ¾" CRUSHED LIMESTONE CHIPS SHALL BE USED FOR BEDDING MATERIAL.
- 6. MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE MINIMUM 8"-PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS. ADDITIONAL MANHOLE SPECIFICATIONS ON SHEET C-12.
- 7. CONNECTIONS SHALL BE MADE WITH AN INSERTA WYE OR EQUIVALENT. CONTRACTOR TO USE PREFABRICATED WYE FITTINGS FOR SANITARY SEWER LATERAL CONNECTIONS. PROVIDE DUCTILE IRON RISER TEE ON DEEPER INSTALLATIONS. A MINIMUM OF 6' OF COVER IS REQUIRED FOR ALL SANITARY SEWER.
- MATERIALS FOR WATER SERVICES AND HYDRANTS SHALL BE AS FOLLOWS: WATER SERVICES SHALL BE DI WITH CONTINUITY STRAPS AND POLYETHYLENE ENCASEMENT CONFORMING TO AWWA C151, CLASS 52 (OR AS REQUIRED BY LOCAL CODE), VALVES 4-INCH TO 12-INCH SHALL BE RESILIENT WEDGE GATE VALVE, NON-RISING STEM MEETING AWWA C-509, CLOW MODEL 2639/2640. ADDITIONAL HYDRANT SPECIFICATIONS ARE ON SHEET C-12.
- 9. ALL FITTINGS SHALL BE FULL-BODIED STYLES. PROVIDE 8 MIL POLYETHYLENE WRAP ON VALVES. VALVE BOXES. FITTINGS AND FIRE HYDRANT BARREL SECTIONS. USE RESTRAINED JOINTS ON ALL FITTINGS. BOLTS AND NUTS SHALL BE COR-BLUE OR 1-304 STAINLESS STEEL. THRUST BLOCKING (IN ADDITION TO RESTRAINED MECHANICAL JOINTS) SHALL BE SOLID CONCRETE MASONRY UNITS OR CLASS F POURED CONCRETE PER SECTION 4.3.13 OF THE STANDARD SPECIFICATIONS.
- 10. TRENCH SECTIONS FOR SANITARY & WATERMAIN SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). ¾" CRUSHED LIMESTONE CHIPS SHALL BE USED FOR BEDDING MATERIAL.
- 11. EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL PUBLIC UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL, TOPPED WITH 10 TO 14-INCHES OF 1-1/4" DENSE GRADED BASE COURSE IS REQUIRED UNDER & WITHIN 4 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS AND ASPHALT PATHS
- 12. USE ONLY CLEAN GRADED SAND, CLEAN GRANULAR BANK RUN, AGGREGATE SLURRY, OR EXCAVATED GRANULAR MATERIAL, WITH VILLAGE ENGINEER'S APPROVAL, CONSOLIDATION OF BACKFILL IS TO BE 95% STANDARD PROCTOR DENSITY FOR IMPORTED GRANULAR MATERIAL AND 100% FOR EXCAVATED MATERIAL OF EXISTING AGGREGATE MATERIAL IN THE ADJACENT TRENCH WALL, FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
- 13. MANDREL TESTING ON SANITARY LINES AFTER 30-DAYS. INTERNAL SEWER INSPECTION SHALL BE CLOSED CIRCUIT COLOR TELEVISION. LOW-PRESSURE AIR TEST AND MANHOLE VACUUM TEST ARE TO BE DONE PER STANDARD SPECIFICATIONS.
- 14. WATER MAIN TESTING IS TO BE A ONE-HOUR PRESSURE TEST AT 150 PSI WITH NO LOSS. IF PRESSURE TEST FAILS, A LEAKAGE TEST WILL BE DONE FOR TWO HOURS AT SYSTEM PRESSURE PER STANDARD SPECIFICATIONS.
- 15. UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.
- 16. SANITARY TRACER WIRE AND TERMINAL POST: NO. 10 AWG SINGLE STRAND INSULATED COPPER WIRE AND 2-1/2 INCH BY 18-INCH C.P. TEST SERVICES - VALVCO TERMINAL BOX.
- 17. WATERMAIN TRACER WIRE SHALL BE NO. 10 AWG SINGLE STRAND BLUE INSULATED COPPER WIRE INSTALLED ON TOP OF DI PIPE AND FITTINGS, SECURED AT MIN. 10-FOOT INTERVALS. TERMINAL BOX SHALL BE 2-1/2 INCH BY 18-INCH C.P. TEST SERVICES -VALVCO.



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CHICAGO I MILWAUKEE : NATI

1380 W MAIN ST WHITEWATER, WI

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SAN N STA 48" DI RIM= INV=8



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SITE LEGEND:

(1) PAINT CURBSIDE PARKING STALL (REFER TO DETAIL)

2 EMPLOYEE INGRESS/EGRESS

SIGN SCHEDULE/LEGEND:

LEGEND	SIGN	DESCRIPTION	TYPE OF MOUNT	MOUNTING HEIGHT (BOTTOM OF SIGN)	QUANTI
A	RESERVED FOR CURBSIDE PICKUP I Check in via text or app instructions	12" x 18" CURBSIDE PICK-UP PARKING SIGN	POST MOUNTED ON BOLLARD*	5'	3
B	Б D9-6	12'' x 18'' Ada parking Sign	POST MOUNTED ON BOLLARD**	5'	4
C	STOP R1-1	30" x 30" STOP SIGN	POST MOUNTED IN GRASS	7'	2
D		12" x 18" Directional Signage, Right Arrow	POST MOUNTED IN GRASS	5'	1
E	CURBSIDE PICKUP	12'' x 18'' DIRECTIONAL SIGNAGE, LEFT ARROW	POST MOUNTED IN GRASS	5'	1

SIGNS A, B, & E TO BE PROVIDED BY ALDI. CONTRACTOR TO PROVIDE BOLLARD, POST, ETC. FOR ALL SIGNS

*CURBSIDE PICKUP BOLLARDS SHALL HAVE BLUE BOLLARD COVERS

**ADA PARKING STALL BOLLARDS SHALL HAVE YELLOW BOLLARD COV



SIGNAGE PLAN

1380 W MAIN ST WHITEWATER, WI

		FACE OF CURB	= FACE OF CURB/BACK OF CURB
			- SUBJECT PARCEL PROPERTY LINE
			- ALDI BUILDING
		<u> </u>	SITE SIGN
TRAFFIC SIGN	AGE AND PA		NGS:
1. FONT STYLE FOR	CURBSIDE SIGNAGE, F	PARKING SPACE LETTERING	g and parking space numbering shall be
 PAVEMENT MARK SHALL PROVIDE T AND DETAILS IS N REGARDING THIS PAINT SHALL COLORS SH 2.2.1. YELLOW 2.2.2. WHITE - CHARA 2.3. REFER TO CL THE PAVEMENT S 	KINGS SHALL BE THE TY WO (2) COATS OF PA IOT COMPLETE AND TH , USE THE FOLLOWING BE SUPPLIED IN ACCC ALL BE AS FOLLOWS: /- PARKING STALLS, PA STOP BARS AND LETTE CTERS, TRAFFIC CONT ACKGROUND OF HAM JRBSIDE PARKING DET/	PE, COLOR, SIZE, AND LO INT FOR ALL PAVEMENT M HE AUTHORITY HAVING JU CORDANCE WITH AASHTO: NRKING ISLANDS, AND FIRE RING, PEDESTRIAN CROSS ROL LETTERING AND CHA NDICAP PARKING SYMBOI ALL FOR PAINT TYPE, COLO FREE OF DIRT, DUST, MOIST	CATIONS SHOWN ON THE PLANS. CONTRACTO MARKINGS. IF THE INFORMATION ON THE PLANS IRISDICTION DOES NOT HAVE REQUIREMENTS M 248 LATEST ADDITION. E LANES HINGS, HANDICAP PARKING SYMBOL AND RACTERS DR AND FONT
OLD PAVEMENT SURFACE OF THE MANUFACTURER WEATHER COND MANUFACTURER	MARKINGS SHALL BE R PAVEMENT PRIOR TO 'S RECOMMENDATION ITIONS (E.G. TEMPERA' 'S RECOMMENDATION	APPLICATION SHALL BE 4 APPLICATION SHALL BE 4 AS ARE GREATER. ALL PAIN TURE, WIND, PRECIPITATIO	ARE COMPATIBLE AND OVERLAY IDENTICAL. THI 5 DEGREES F AND RISING UNLESS ITING SHALL BE APPLIED IN APPROPRIATE N), AND IN ACCORDANCE WITH
4. THE SIGNAGE AN	ID PAVEMENT MARKIN	IGS SHALL BE THE TYPE AN	ID AT THE GENERAL LOCATION SHOWN ON THE
5. POSTS, BRACKETS DIP GALVANIZED SHALL BE PAINTEI	5, and frames shall In accordance w d with galvanizing	BE STEEL PER ASTM A-36, / ITH ASTM A123. ALL CUTTII PAINT. ALL BOLTS, NUTS, /	A-242, A-441, A-572, A588, GRADE 50, AND HOT NG, DRILLING, OR OTHER POLE MODIFICATIONS AND WASHERS SHALL BE STAINLESS STEEL.
6. POST HOLES IN PA CONDITIONS REC AS 4,000 PSI CON WITHSTAND 33 PC	AVEMENT SHALL BE IN QUIRE GREATER DEPTH NCRETE IS PLACED ARG DUNDS PER SQUARE F	ACCORDANCE WITH THE . SIGN POSTS SHALL BE KE DUND THE POST. THE OVE OOT.	DETAIL UNLESS POOR SOILS OR FROST PT PLUMB, 6 INCHES OFF BOTTOM AND CENTERI RALL SIGN AND POST SYSTEM SHOULD BE ABLE T
7. CONTRACTOR C	AN PLACE SIGNS ON	POSTS AFTER CONCRETE F	IAS CURED FOR SEVEN DAYS OR 3/4 STRENGTH
8. ALL HANDICAP S SHALL MEET AME MEET THE REQUIR	TRIPING AND SIGNAG RICANS WITH DISABILI REMENTS OF THE LOCA	E, INCLUDING SPACES, C TIES ACT (ADA) REQUIREN L BUILDING INSPECTOR A	ROSSWALK, ACCESSIBLE PATH, AND CURB RAM IENTS. FIRE LANE STRIPING AND SIGNAGE SHALL ND FIRE DEPARTMENT.
8. ALL HANDICAP S SHALL MEET AME MEET THE REQUIR	TRIPING AND SIGNAG	E, INCLUDING SPACES, C TIES ACT (ADA) REQUIREN L BUILDING INSPECTOR A	ROSSWALK, ACCESSIBLE PATH, AND CURB RAM IENTS. FIRE LANE STRIPING AND SIGNAGE SHALL ND FIRE DEPARTMENT.
8. ALL HANDICAP S SHALL MEET AME MEET THE REQUIR		E, INCLUDING SPACES, C TIES ACT (ADA) REQUIREM L BUILDING INSPECTOR A ALDI STO 2 0 3 3 3 3 3 3 3 3 3 3 3 3	ROSSWALK, ACCESSIBLE PATH, AND CURB RAM AENTS. FIRE LANE STRIPING AND SIGNAGE SHALL ND FIRE DEPARTMENT.
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1.0 POTEN	TIAL POLLI	JTANT SO	JRCE
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GIVEN THE PROPOSED ACTIVITY ON THE PROJECT SITE, THE PRIMARY POTENTIAL POLLUTANT SOURCE ASSOCIATED WITH THIS CONSTRUCTION PROJECT IS SOIL EROSION AND TRANSPORTATION; REFER TO SECTION 4 OF THIS PLAN. ADDITIONAL POTENTIAL SOURCES OF POLLUTION MAY INCLUDE: FUEL TANKS, WASTE CONTAINERS, OIL OR OTHER PETROLEUM PRODUCTS, DETERGENTS, PAINTS, CONSTRUCTION DEBRIS, SANITARY STATIONS, FERTILIZERS, AND DUST; REFER TO SECTION 5 OF THIS PLAN.

2.0 EROSION AND SEDIMENT CONTROL IMPLEMENTATION

THE FOLLOWING ARE DESCRIPTIONS OF THE EROSION AND SEDIMENT CONTROL PRACTICES THAT SHALL BE IMPLEMENTED DURING CONSTRUCTION OF THIS PROJECT. IN ADDITION TO THESE MEASURES. CONTRACTOR SHALL DISTURB ONLY AREAS NECESSARY TO COMPLETE THE CONSTRUCTION PROJECT. ALL PRACTICES SHALL BE CONDUCTED IN ACCORDANCE WITH THE BEST MANAGEMENT PRACTICES (BMP).

2.1 CONSTRUCTION AND EROSION CONTROL SEQUENCING

CONSTRUCTION SEQUENCING WILL BE UTILIZED AS A MEANS OF CONTROLLING EROSION AND LIMITING SEDIMENT TRANSPORT. SEQUENCING AS LISTED BELOW IS GENERAL IN NATURE AND MAY VARY DEPENDING ON WEATHER CONDITIONS AND/OR PHASING OF CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED SITE SEQUENCING PLAN TO OWNER FOR APPROVAL AT LEAST 5 BUSINESS DAYS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 6 AS NEEDED TO COMPLETE CONSTRUCTION ONLY IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL REQUIREMENTS.

- 1. INSTALL TEMPORARY CONSTRUCTION ENTRANCES, INLET PROTECTION ON EXISTING STORM SEWER AND CULVERT INLET LOCATIONS, AND PERIMETER SILT FENCING.
- 2. INSTALL SILT FENCING ALONG THE PERIMETER OF PROPOSED TOPSOIL STOCKPILE LOCATIONS. THE FIRST TOPSOIL DEPOSITED WITHIN THE STOCKPILE LIMITS SHALL BE PLACED TO CREATE TEMPORARY BERMING ALONG THE SILT FENCE TO PREVENT DIRECT STORMWATER RUNOFF AGAINST SILT FENCING. CONTRACTOR SHALL LIMIT LAND DISTURBING ACTIVITIES ASSOCIATED WITH TEMPORARY BERMING TO A MINIMUM.
- 3. STRIP TOPSOIL WITHIN THE LIMITS OF THE SEDIMENT TRAPS THAT WILL BE USED FOR TEMPORARY SEDIMENT CONTROL. STRIPPED TOPSOIL SHALL BE PLACED TO CONSTRUCT DIVERSION BERMING OR PLACED WITHIN THE STOCKPILE LIMITS.
- 4. STRIP TOPSOIL ALONG THE REMAINDER OF DIVERSION BERMING AND IMMEDIATELY PLACE TOPSOIL TO CREATE THE BERMING. MASS TOPSOIL STRIPPING SHALL NOT OCCUR UNTIL ALL DOWNSTREAM SEDIMENT CONTROLS ARE IN PLACE
- 5. CONDUCT ROUGH GRADING OPERATIONS AND UTILITY PIPING INSTALLATION, DRAIN THE SHALL NOT BE INSTALLED UNTIL UPLAND AREAS CONTRIBUTING STORMWATER RUNOFF ARE STABILIZED. DITCH CHECKS SHALL BE INSTALLED WITHIN DRAINAGE DITCHES IMMEDIATELY FOLLOWING CREATION OF DITCHES AND INLET PROTECTION SHALL BE INSTALLED TO PROTECT ANY STORM SEWER OR CULVERTS THAT WILL FUNCTION DURING CONSTRUCTION.
- 6. FINE GRADE SUB-GRADE SOILS WITHIN PAVEMENT AND BUILDING LIMITS. PLACE STONE BASE MATERIAL AS SOON AS POSSIBLE FOLLOWING COMPLETION OF FINE GRADING EFFORTS.
- 7. FINE GRADE REMAINING DISTURBED AREAS. PLACE SALVAGED TOPSOIL, EROSION BLANKETS/MATTING, AND SEED/MULCH AS SOON AS POSSIBLE FOLLOWING COMPLETION OF FINE GRADING EFFORTS.
- 8. EROSION CONTROLS SHALL NOT BE REMOVED UNTIL SITE IS FULLY STABILIZED OR 70% VEGETATIVE COVER IS ESTABLISHED. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF SILT FENCE, TEMPORARY FENCING/PRETECTION, DITCH CHECKS, AND OTHER TEMPORARY CONTROLS, AND RESTORATION PRACTICES AS NECESSARY, TO THE SATISFACTION OF THE OWNER.

2.2 STABILIZATION PRACTICES

THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, SHALL BE RECORDED ON THE STABILIZATION SCHEDULE FOR MAJOR GRADING ACTIVITIES. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE

TEMPORARILY OR PERMANENTLY CEASED. NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS PERMANENTLY CEASED UNLESS: THE INITIATION OF STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE IS

PRECLUDED BY SNOW COVER. IN THAT EVENT, STABILIZATION MEASURE SHALL BE INITIATED AS SOON AS PRACTICABLE. CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITIES CEASED, (I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAYS), IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED. SEE THE SOIL PROTECTION CHART PRESENTED IN THE CONSTRUCTION DOCUMENTS FOR RATES OF PERMANENT AND TEMPORARY VEGETATION.

STABILIZATION MEASURES SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME CONSTRUCTION ACTIVITY HAS CEASED, INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF TIME MEASURE MUST BE EFFECTIVE. THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES.

PERMANENT SEEDING; IN ACCORDANCE WITH APPROVED LANDSCAPING PLAN TEMPORARY SEEDING MAY CONSIST OF SPRING OATS (100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LBS/ACRE)

HYDRO-MULCHING WITH A TACKIFIER GEOTEXTILE EROSION MATTING SODDING

2.3 STRUCTURAL PRACTICES

THE FOLLOWING ARE DESCRIPTIONS OF STRUCTURAL PRACTICES TO BE IMPLEMENTED TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS, OR OTHERWISE LIMIT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE INCLUDING THE PROPOSED AND EXISTING WETLAND AREAS.

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20725 WATERTOWN ROAD, SUITE 10 BROOKFIELD, WI 53186

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SILT FENCE SHALL BE PLACED DOWN SLOPE OF DISTURBED AREAS OF THE CONSTRUCTION SITE AND AROUND THE PERIMETER OF THE TOPSOIL STOCKPILE. THIS INCLUDES PROTECTION OF EXISTING WETLAND AREAS TO BE MAINTAINED. SILT FENCE MAY ALSO BE USED AS A TEMPORARY CONTROL DEVICE WHERE SEDIMENTATION RUNOFF IS DISCOVERED.

CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO REDUCE SOIL EROSION POLLUTANTS FROM LEAVING THE SITE DURING CONSTRUCTION ACTIVITIES. IF THE CRUSHED STONE DOES NOT ADEQUATELY REMOVE MUD FROM VEHICLE TIRES, THEY SHALL BE HOSED OFF BEFORE ENTERING A PAVED ROADWAY. ANY SOIL DEPOSITED ON THE PUBLIC PAVED ROAD WAY SHALL BE REMOVED IMMEDIATELY.

DITCH CHECK (STRAW BALES) SHALL BE INSTALLED IN DRAINAGE CHANNELS AS NEEDED. EROSION CONTROL MATTING SHALL BE PLACED ON AREAS OR EMBANKMENTS HAVING SLOPES GREATER THAN OR EQUAL TO 3H:1V, BEFORE

VEGETATION IS ESTABLISHED

DIVERSION BERM/SWALE SHALL BE CONSTRUCTED TO DIVERT RUNOFF AROUND THE SITE AND TO DIVERT RUNOFF FROM THE DISTURBED AREA TO A MENT TRAP OR OTHER CONTROL. BERMS/SWALES SHALL BE STABILIZED WITH EQUIPMENT TRACKING AND TEMPORARY SEEDING.

<u>SEDIMENT TRAPS/BASIN</u> SHALL BE CONSTRUCTED TO COLLECT RUNOFF AND RUNOFF FROM SITE DIVERSION BERMS/SWALES. INLET PROTECTION SHALL BE INSTALLED AT STORMWATER DRAINAGE INLETS TO REDUCE SEDIMENT WITHIN STORM SEWER CONVEYANCE

<u>OUTLET SCOUR PROTECTION</u> SHALL BE INSTALLED AT STORMWATER DRAINAGE OUTLETS TO DIFFUSE FLOWS.

ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE

CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL. SANITARY WASTE, AND

WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS

ROUGHENING (EQUIPMENT TRACKING) THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE AT LEAST

SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL

3.0 ADDITIONAL PRACTICES

SIX (6) INCHES IN HEIGHT

FOLLOWING

BELOW

THE PRACTICES LISTED BELOW SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP.

GENERAL INFORMATION:

SWPPP AVAILABILITY:

THE OWNER SHALL RETAIN A COPY OF THE SWPPP AT THE CONSTRUCTION SITE FROM THE DATE OF THE PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.

KEEPING PLANS CURRENT:

THE CONTRACTOR SHALL AMEND THE PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN OR IF THE PLAN PROVES TO BE INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY CONTROLLING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITY. IN ADDITION, THE THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONTRACTOR AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT A MEASURE OF THE PLAN. AMENDMENTS TO THE PLAN MAY BE REQUIRED BY THE MUNICIPALITY, OWNER, OR OTHER REVIEWING AGENCY. COPIES OF THE AMENDMENTS SHALL BE KEPT ONSITE AS PART OF THE SWPPP.

RETENTION OF RECORDS:

THE OWNER SHALL RETAIN COPIES OF THIS AND ALL REPORTS AND NOTICES REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT, FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE PERMIT COVERAGE EXPIRES OR IS TERMINATED. THIS PERIOD MAY BE EXTENDED BY THE REQUEST OF THE AGENCY AT ANY TIME. IN ADDITION, THE OWNER SHALL RETAIN A COPY OF THE PLAN REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.

WPDES NOTICE OF TERMINATION GUIDANCE:

A NOTICE OF INTENT (NOI) APPLICATION MUST BE COMPLETED AND INCORPORATED INTO THE SWPPP.

WHEN A SITE HAS BEEN FINALLY STABILIZED AND ALL STORMWATER DISCHARGES FROM CONSTRUCTION SITES THAT ARE AUTHORIZED BY THE PERMIT ARE ELIMINATED. THE OWNER OF THE FACILITY MUST SUBMIT A COMPLETED NOTICE OF TERMINATION THAT IS SIGNED IN ACCORDANCE WITH THE PERMIT CONTRACTOR SHALL SUBMIT A COMPLETED NOTICE OF TERMINATION TO OWNER FOR EXECUTION PRIOR TO THEIR FINAL PAY APPLICATION REQUEST.

FREQUENT WATERING OF EXCAVATION AND FILL AREAS.

BE COVERED WITH A TARPAULIN TO PREVENT BLOWING DEBRIS.

<u>STREET SWEEPING</u> SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.

4.0 EROSION AND SEDIMENT STRUCTURAL PRACTICE MAINTENANCE

DUST CONTROL SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:

COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.

THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN. IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE

ILT FENCE - REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE GROUND HEIGHT OF THE FENCE.

<u>CONSTRUCTION ENTRANCE</u> - AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.

DITCH CHECK (STRAW BALES) - RE-SECURE STAKES; ADJUST OR REPOSITION BALES TO ADDRESS PROPER FLOW OF STORMWATER; AND REMOVE JMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE.

EROSION CONTROL MATTING - REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHERE CHANNELIZATION HAS OCCURRED.

<u>DIVERSION BERM/SWALE</u> - REPLACE OR RE-COMPACT THE CONSTRUCTION MATERIALS AS NECESSARY.

SEDIMENT TRAP - REMOVE AND DISPOSE OF THE ACCUMULATED SEDIMENT WHEN IT HAS REACHED THE SEDIMENT STORAGE ELEVATION.

INLET PROTECTION - CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE IS CLOGGED. INLET FILTER BAGS SHALL E REPLACED ONCE ONE-HALF FULL OF SEDIMENT.

OUTLET PROTECTION - CLEAN, REPAIR OR REPLACE FILTER FABRIC, TURF REINFORCEMENT MATTING AND/OR STONE WHEN CONTROL MEASURE IS ONE-HALF FULL OF SEDIMENT.

SEDIMENT BASIN - AT THE END OF CONSTRUCTION, CONTRACTOR SHALL REMOVE AND DISPOSE OF THE ACCUMULATED SEDIMENT AND RESTORE BASIN AREA TO INTENDED POST-CONSTRUCTION DESIGN GRADES.

ALDI WHITEWATER 1380 W MAIN ST WHITEWATER, WI

CONSTRUCTION DE

5.0 INSPECTION																
INSPECTIONS SHALL BE COMPLETED WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS ONE-HALF INCH OR GREATER OR EQUIVALENT SNOWFALL, OR AT A MINIMUM ONCE EVERY SEVEN (7) CALENDAR DAYS. INSPECTIONS SHALL BE UNDERTAKEN BY QUALIFIED PERSONNEL PROVIDED BY THE CONTRACTOR, AND SHALL INCLUDE: DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED,		CONTROL ME/	ASURE					CONT	ROL MEA	SURE C	HARACT	ERISTICS				
STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. A STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT SHALL BE COMPLETED AND ADDED TO THE SWPPP. RAINFALL SHALL BE RECORDED ON THE SWPPP RAINFALL LOG. CONTRACTOR	VEGETATIVE SOIL COVER	TEMPORARY SEEDIN	١G	PR	OVIDES Q SIRED OR	UICK TEM	IPORARY YEAR IS I	COVER 1 NAPPRO	FO CONTR PRIATE	DL EROSI	ON WHEN	N PERMAN	IENT SEED	DING IS NO	ЮТ	
SHALL IMMEDIATELY ARRANGE FOR REPAIR OR REPLACEMENT OF ANY DAMAGED OR DEFICIENT CONTROL MEASURES OBSERVED DURING THE INSPECTION.		PERMANENT SEEDIN	IG	PR	PROVIDES PERMANENT VEGETATIVE COVER TO CONTROL EROSION, FILTERS SEDIMENT FROM WATER. MAY BE PART OF FINAL LANDSCAPE PLAN.											
QUALIFIED PERSONNEL MEANS A PERSON KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICES OF EROSION AND SEDIMENT CONTROL MEASURES, SUCH	NON VEGETATIVE	AGGREGATE COVER	R	PR BE	OVIDES TI ESTABLIS	EMPORAF SHED. PRE	RY COVEF EVENTS M	R ON ROA IUD FROI	ADS AND PA M BEING PI	ARKING L CKED UP	OTS AND AND TRA	AREAS W	EAS WHERE VEGETATION CANNOT PORTED OFF-SITE.			
AS A LICENSED PROFESSIONAL ENGINEER, A CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL, A CERTIFIED EROSION SEDIMENT OR STORMWATER INSPECTOR, OR OTHER TRAINED INDIVIDUAL.	SOIL COVER	PAVING		PR CA	PROVIDES PERMANENT COVER ON PARKING LOTS AND ROADS OR OTHER AREAS WHERE VEGETATION CANNOT BE ESTABLISHED.											
6.0 SPILL PREVENTION	DIVERSIONS	DIVERSION BERM / S	WALE	DIV	ERTS RUI	NOFF TO	A SEDIME	ENT TRAP	OR OTHE	R CONTR	OL.					
6.1 GENERAL MATERIAL MANAGEMENT PRACTICES	ENCLOSED DRAINAGE	STORM SEWER		со	CONVEYS SEDIMENT LADEN WATER TO A SEDIMENT BASIN.											
THE GOOD HOUSEKEEPING PRACTICES LISTED BELOW SHALL BE FOLLOWED THROUGHOUT THE CONSTRUCTION PROJECT.	OUTLETS	OUTLETS APRON ENDWALL OR RIPRAP PROTECTS DOW					REAM CHA	NNEL FR	OM HIGH \	ELOCITY	OF FLOW	V DISCHAF	RGING FR	OM STRU	ICTURE.	
 CONTRACTOR SHALL STORE ONLY ENOUGH PRODUCTS REQUIRED TO COMPLETE THIS PROJECT. ALL MATERIAL SHALL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR ORIGINAL CONTAINERS CONTAINING MANUFACTURER'S LABEL. 	SEDIMENT BASINS	TEMPORARY SEDIMI	ORARY SEDIMENT TRAP CONSTRUCTED TO REMOVE SILTATION FROM RUNOFF FRO OVERLAND FLOOD ROUTE. CAN BE CONVERTED TO PERMA					M SITE DIVERSION BERMS/SWALES AND IN NENT SEDIMENT BASIN.								
3. MANUFACTURERS' RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED.		SILT FENCE			PLACED DOWN SLOPE OF DISTURBED AREA TO KEEP RUNOFF CONTAINED ON-SITE.											
	SEDIMENT FILTERS	INLET PROTECTION			INSTALLED IN OPEN GRATE STRUCTURES TO COLLECT SEDIMENT.											
6.2 SPILL CONTROL PRACTICES		DITCH CHECK PLACED IN DRAINAGE CHANNELS TO FILTER SEDIMENT FROM RUNOFF.														
THE PRACTICES LISTED BELOW SHALL BE FOULOWED FOR SPILL PREVENTION AND CLEANUP	MUD AND	CONSTRUCTION ENTRANCE REDUCES SOIL EROSION POLLUTANTS BEING TRANSPORTED OFF-SITE.														
THE FRACTICES EISTED BELOW SHALE BET OLLOWED FOR SHILE FREVENTION AND GLEANOF.	DUST	STREET SWEEPING			REDUCES POLLUTANTS TRACKED FROM CONSTRUCTION SITE.											
 MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP SHALL BE MAINTAINED ONSITE. IMMEDIATELY UPON DISCOVERY, ALL SPILLS SHALL BE CLEANED UP ACCORDING TO THE MANUFACTURERS' RECOMMENDED METHODS. PERSONNEL CLEANING UP A SPILL SHALL USE PERSONAL PROTECTIVE EQUIPMENT. IMMEDIATELY UPON DISCOVERY, SPILLS OF TOXIC OR HAZARDOUS MATERIALS SHALL BE REPORTED TO THE OWNER AND GENERAL CONTRACTOR. NOTIFICATION AND REPORTING TO THE APPROPRIATE FEDERAL, STATE, AND LOCAL GOVERNMENT AGENCIES SHALL BE MADE AS REQUIRED. 	STABILIZA	DUST CONTROL		PRI	EVENTS D	DIST FRO	M LEAVIN	IG CONST	TRUCTION	SITE.						
	STABILIZATIO		5	STABILIZATION UTILIZATION PERIODS												
GENERAL INFORMATION:			JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.		
THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN DEVELOPED TO FULFILL ONE OF THE REQUIREMENTS OF THE GENERAL	PERMANENT	SEEDING			^	*	*	*	*	*	*					
SYSTEM "WPDES" PERMIT NO. WI-S067831-4) FOR THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION PROJECTS DISTUBLING ONE ACRE OR MORE. THE OWNER AND CONTRACTORS SHALL COMPLY WITH ALL REQUIREMENTS OF THE WPDES FOR ALL SUCH CONSTRUCTION PROJECTS. THE	DORMANT SE	EEDING	₿ ╋────		\rightarrow								B ╋	\rightarrow		
STORMWATER DISCHARGES ASSOCIATED WITH THE CONSTRUCTION ACTIVITY FROM THIS SITE ARE SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE PERMITS.	TEMPORARY	SEEDING			¢ t	*	*	*	₽ * •	*	≯				1	
THE EXECUTED OWNER CERTIFICATION AND THE CONTRACTOR CERTIFICATIONS SHALL BE KEPT ONSITE WITH THE APPROVED PLANS.	SODDING				Ę. ∔	*	*	*	*	*	*				1	
SWPPP AVAILABILITY:	A. KENTUCKY B. KENTUCKY	BLUEGRASS 90 LBS/ BLUEGRASS 135 LBS	ACRE MI S/ACRE M	XED WIT	'H PEREN TH PERE	NNIAL RY ENNIAL F	YEGRAS	S 30 LBS SS 45 LE	S/ACRE.	2 TONS	STRAW	/ MULCH/	ACRE.		•	

C. SPRING OATS 100 LBS/ACRE. D. WHEAT OR CEREAL RYE 150 LBS/ACRE.

E. SOD. F. STRAW MULCH 2 TONS/ACRE. * IRRIGATION/WATERING REQUIRED TO SUPPORT ESTABLISHMENT AS NEEDED.

CTION DETAILS

	REVISIONS	00.00 MTS 29-22 N.T.S	
TAILS	<u>1 REV PER CITY COMMENTS</u> 07-27-23	<u>30</u>	C-13
		EG JOB No EG PM TART DATI CALE	oF C-13 [©]

EXHIBIT C

The "Adjacent Parcels""

Property located in the City of Whitewater, Walworth County, Wisconsin depicted as "Lots 2 and 3" on the attached Certified Survey Map dated September 19, 2023.



Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin

				CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	LENGTH	TANGENT	TANGENT
C1	48.13'	465.22'	005°55'40"	N81°45'59"W	48.11'	N78°48'09"W	N84°43'49"W
C2	5.00'	1876.85'	000°09'09"	N61°02'08"W	5.00'	N61°06'42"W	N60°57'33"W

LINE TABLE							
LINE NO.	BEARING	DISTANCE					
L1	S01°41'38"E	2.00'					
L2	S28°53'18"W	22.00'					
L3	S88°18'22"W	629.96'					

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Whitewater on this 12 day of 0/000, 2023.

Ctober 11,2023

nderberg,

SEPTEMBER 19, 2023

Prepared By:
 PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD I SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888
 This instrument

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#3000.00 SHEET 7 OF 9

Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

Thence South 88°18'22" West along said north right of way line, 368.04 feet;

That I have surveyed, mapped and divided that part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin, described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 6; Thence South 88°18'22" West along the south line of said Northeast 1/4, 197.33 feet; Thence North 00°06'18" West, 35.01 feet to the north right of way line of West Main Street and the Point of Beginning;

Thence South 01°41'38" East along said north right of way line, 300.04 reet, Thence South 01°41'38" East along said north right of way line, 2.00 feet; Thence South 88°18'22" West along said north right of way line, 261.50 feet; Thence North 01°41'38" West along said Certified Survey Map No. 3326, 272.00 feet; Thence South 88°18'22" West along said Certified Survey Map No. 3326, 260.00 feet; Thence South 08°11'16" West along said Certified Survey Map No. 3326, 50.57 feet; Thence South 02°00'51" West along said Certified Survey Map No. 3326, 84.71 feet; Thence South 08°11'16" West along said Certified Survey Map No. 3326 and then along the aforesaid north right of way line of West Main Street, 136.06 feet to a point on a curve; Thence northwesterly 48.13 feet along the arc of said curve to the right and said north right of way line, whose radius is 465.22 feet and whose chord bears North 81°45'59" West, 48.11 feet; Thence North 61°06'42" West along said north right of way line, 378.83 feet; Thence South 28°53'18" West along said north right of way line, 22.00 feet; Thence North 61°06'42" West along said north right of way line, 1511.33 feet to a point of curvature; Thence northwesterly 5.00 feet along the arc of said curve to the right and said north right of way line, whose radius is 1876.85 feet and whose chord bears North 61°02'08" West, 5.00 feet; Thence North 88°18'22" East, 2835.27 feet to the east line of the Northeast 1/4 of said Section 6; Thence North 00°05'30" West along said east line, 280.79 feet; Thence North 88°01'55" East, 280.50 feet; Thence South 00°05'30" East, 438.05 feet to Certified Survey Map No. 1709; Thence South 88°09'14" West along said Certified Survey Map No. 1709, 553.02 feet; Thence South 00°06'18" East along said Certified Survey Map No. 1709, 485.00 feet; Thence North 88°18'22" East along said Certified Survey Map No. 1709, 75.00 feet; Thence South 00°06'18" East along said Certified Survey Map No. 1709, 312.99 feet to the Point of Beginning. Dedicating that portion of subject property as graphically shown for public right of way purposes. Containing 1,770,262 square feet (40.6396 acres) of land Gross and 1,760,293 square feet (40.4107 acres) of land Net more or less. That I have made such survey, land division and map by the direction of D.L.K. ENTERPRISES, INC, owner of said land. That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Whitewater Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

John & Kononooli

John Professional Land Surveyor S-2461

John P. Konopacki S-2461 Summit Wisconsin

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

Date: SEPTEMBER 19, 2023

PEGJOB#3000.00 SHEET 8 OF 9

Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5 and part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 6 and part of the Southeast 1/4 of the Northwest 1/4 of Section 6, all in Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

D.L.K. ENTERPRISES, INC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

D.L.K. ENTERPRISES, INC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of Whitewater

IN WITNESS WHEREOF, the said D.L.K. ENTERPRISES, INC.has caused these presents to be signed by Michael S. Kachel, President, at Whitewater, Walworth County, Wisconsin, on this ______ day of ______ day of ______, 2023.

In the presence of: D.L.K. ENTERPRISES, INC.

-

Michael S. Kachel, President

STATE OF WISCONSIN) WALWORTH COUNTY) SS

Personally came before me this 10⁺⁺ day of October , 2023, Michael S. Kachel, President, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such <u>Cesident</u> (title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

U Notary Public Name: chl soel 1 State of Wisconsin 6/18/2024 My Commission Expires:

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RECEIVED FOR RECORDING THIS _	DAY OF	, 2023, AT	O'CLOCK . M. AND
RECORDED IN VOLUME	OF CERTIFIED SURVEYS OF	WALWORTH COUNTY A	T PAGES
DOCUMENT NO.			
CERTIFIED SURVEY MAP NO.			

DAVOE

MICHELE JACOBS, REGISTER OF DEEDS

-

RECEIVED FOR RECORDING THE

-		
	Prepared By:	
	PINNACLE ENGINE	ERING GROUP
	20725 WATERTOWN ROAD	I SUITE 100
	BROOKFIELD, WI 53186	
_	OFFICE: (262) 754-8888	This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#3000.00 SHEET 9 OF 9

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