



www.whitewater-wi.gov  
Telephone: 262-473-0104

Office of the City Manager  
312 W. Whitewater St.  
Whitewater, WI 53190

To: Common Council  
From: John Weidl, City Manager  
Date: 2/10/2025  
Re: Analysis of Whitewater's Development Incentives

Council Members,

As we continue discussions regarding residential development, I want to provide a direct comparison between our Tax Incremental Financing (TIF) assistance and that of the Village of Waterford, also working with Neumann to develop a subdivision. That development agreement is attached. This analysis includes Bielinski Homes, the Park Crest subdivision, and Whitewater Moraine View LLC, demonstrating that Whitewater's incentives are competitive, reasonable, and financially responsible while supporting strategic residential growth. Further, attached is an analysis from Tracy Cross and Associates relative to their recommendations regarding TIF incentives in the two studies they prepared for the City of Whitewater.

#### TIF Assistance – Competitive and Financially Prudent

Whitewater's development agreements have consistently followed a structured TIF incentive model, tailored to the project type.

Bielinski Homes and Park Crest (Neumann Developments) have been offered 90% TIF assistance, mirroring the Village of Waterford's approach. This ensures that developers can recover eligible infrastructure and site costs while maintaining a strong tax base for the City in the long run.

Whitewater Moraine View LLC, a multi-family development, received a tiered TIF incentive—85% for the first 10 years and 60% thereafter. This lower percentage reflects the higher taxable value and revenue potential of multi-family housing compared to single-family development, ensuring a balanced approach to municipal incentives.

Waterford structured its TIF rebate at 90% of the generated increment, capped at \$9.048 million, providing a fixed financial commitment over the district's lifespan.

Whitewater's structure ensures that tax increment benefits are proportionate to the project type, making it financially sustainable while remaining competitive.

#### Zoning, Administrative, and Planning Support

Beyond direct financial incentives, both Whitewater and Waterford provide zoning and regulatory support to facilitate development. Whitewater is working with Ehlers to amend the TIF district



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and project plan for the Bielinski Homes development, ensuring statutory compliance while optimizing financial feasibility. Additionally, Whitewater has demonstrated flexibility and adaptability, as seen in the Moraine View LLC agreement amendment, which facilitated a developer transition while maintaining project viability.

Similarly, Waterford provided zoning and PUD amendments to ensure their development aligns with municipal growth plans. Both municipalities recognize that successful development requires proactive planning assistance in addition to financial incentives.

### Infrastructure and Impact Fees

A notable distinction between Whitewater and Waterford is how infrastructure costs and impact fees are handled. Waterford waived park impact fees in exchange for land dedication, creating an up-front incentive that directly reduces costs for developers.

Whitewater, by contrast, does not offer outright fee waivers but allows infrastructure costs to be reimbursed through TIF-eligible expenses. This approach ensures that incentives are directly linked to development costs rather than providing automatic subsidies, maintaining greater fiscal oversight and control for the City.

By structuring incentives this way, Whitewater retains the ability to support development without assuming unnecessary financial risk, ensuring that TIF resources are allocated effectively and equitably across projects.

### Process and Long-Term Commitment

Waterford formalized its development incentive package through a fully executed Development Agreement, locking in commitments for the entire project term. Whitewater, on the other hand, utilizes a phased approach—beginning with a Letter of Intent (LOI) before finalizing a Development Agreement.

This structured approach allows Whitewater to evaluate financial and regulatory impacts before making binding commitments, ensuring that incentives are aligned with the City's long-term interests. Additionally, Whitewater's ability to amend agreements mid-project, as demonstrated with the Moraine View LLC adjustment, reflects a pragmatic, adaptable strategy that maintains developer confidence while protecting municipal resources.

### Clarification on Housing Study Incentive Considerations

The clarification letter from Tracy Cross & Associates reinforces that the housing studies conducted for the City of Whitewater did not explicitly recommend incentives but instead acknowledged that incentives might need to be considered depending on project feasibility. Their



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June 2023 report suggested that TIF assistance or land cost relief could be potential tools to support for-sale housing products if necessary. The April 2024 report adjusted its stance slightly, recognizing that rising construction costs could make incentives more relevant for rental housing, though they still did not view them as an absolute requirement. The overall message is that incentives should only be applied if a financial gap exists that prevents development from aligning with market feasibility.

Furthermore, the letter emphasizes that public-private partnerships involving TIF, land subsidies, or other financial tools are commonly used across Wisconsin and the broader Midwest to help bridge cost gaps in housing development. However, it reiterates that any incentive decisions should be based on thorough analysis between the City and developers to ensure they are necessary and appropriately structured. This aligns with Whitewater's approach, which offers incentives where needed but ensures fiscal responsibility and market alignment in every agreement.

#### Conclusion: Whitewater's Incentives Are Competitive and Responsible

A direct comparison with Waterford confirms that Whitewater's TIF assistance and development incentives are well within industry norms. Our approach balances strong financial incentives with fiscal responsibility, ensuring that new development contributes to Whitewater's growth without creating undue financial risk.

Our TIF participation structure achieves three primary goals:

1. Encouraging Growth – Offering 90% TIF assistance for single-family developments ensures projects remain financially viable.
2. Balancing Municipal Interests – Tiered TIF incentives for multi-family developments (85% for 10 years, then 60%) create a sustainable revenue model while still supporting developers.
3. Providing Oversight and Flexibility – Ensuring zoning, TIF amendments, and regulatory adjustments align with long-term City interests, while maintaining the ability to adjust agreements as needed.

Whitewater's development incentives are both competitive and fiscally sustainable, ensuring that we remain an attractive partner for residential growth while safeguarding the City's financial health.

I recommend proceeding with our current TIF strategy, as it effectively balances financial sustainability with growth and welcome any questions or further discussion on this matter.



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Warmest Regards,

A handwritten signature in black ink that reads "John S. Weidl". The signature is written in a cursive style with a large, looping initial "J".

John S. Weidl, City Manager



TRACY CROSS & ASSOCIATES, INC.  
REAL ESTATE MARKET ANALYSIS

February 7, 2025

Mr. John Weidl  
City Manager  
City of Whitewater  
312 W. Whitewater Street  
Whitewater, WI 53190

Dear Mr. Weidl:

Provided below are the two references made regarding *potential incentives* in the housing studies prepared on behalf of the City of Whitewater, one dated June 30, 2023 and the other April 12, 2024.

**JUNE 30, 2023: PAGE 20**

***Even with a disciplined planning and design approach, it is possible that some incentives or concessions might also be necessary to bring the for sale products (as positioned) to market. This will need to be determined through the planning process but may include some form of land cost relief (if possible), Tax Increment Financing (TIF) assistance or something similar. For the rental products, it is unlikely that incentives/concessions would be required at benchmark rents.***

**APRIL 12, 2024: PAGE 15**

***It is possible that the City of Whitewater will need to consider some type of incentive or concession to help bring properly positioned rental housing product to market. While this will be determined through the planning process, it is something to consider. With this said, however, it is unlikely that abnormal incentives/concessions would be required as the established benchmark rents are generally consistent with new/newer market comparables, although rising construction costs may require some assistance in this regard. An example of incentives being utilized by other municipalities to bridge the gap between costs and "needed" rents include Tax Increment Financing (TIF) and/or land subsidies or land subordination, i.e., reducing the cost of land.***

The incentive references outlined in our two reports (as depicted above) make it very clear that we are not **recommending** incentives but rather suggesting that incentives might need to be considered in order to allow new housing product to meet the price points and/or rents outlined in the studies. In other words, we are simply **suggesting** in each report that incentives be considered should it become apparent (by working with a builder/developer) that the costs associated with a development are too high to meet the suggested price points/rent levels recommended.

Additionally, the only real difference in phraseology between the two reports is that in 2023, we felt it unlikely that incentives would be necessary for rental housing products on the basis of costs versus rent positioning at the time. A year later, in 2024, and because costs continued to rise, we suggested that they might be necessary, but nothing abnormal.

Mr. John Weidl  
RE: Whitewater Housing Study Clarification  
February 7, 2025  
Page 2

Finally, the reason incentive references were made in each report (***and should be a consideration***) is because this public/private partnership arrangement is occurring in other areas throughout Wisconsin (and the greater Midwest for that matter) to bridge the gap between cost and meeting the demands of the market relative to price/rent positioning based, primarily, on incomes. Again, the use of incentives is at the discretion of the municipality and should be based upon a high degree of analysis (between the municipality and the builder/developer) to determine proper implementation – if implementation is needed at all.

Respectfully submitted,

**TRACY CROSS & ASSOCIATES, INC.**  
An Illinois Corporation

By:   
Erik A. Doersching  
Its: President & CEO

**DEVELOPMENT AGREEMENT  
FOR PREMIER LOOMIS WATERFORD LLC**

Document Number

Document Title

Document # **2693158**  
RACINE COUNTY REGISTER OF DEEDS  
January 14, 2025 3:38 PM

*Karie Pope*

KARIE POPE  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to Terry & Nudo, LLC  
Pages: 39

Return to:

Todd A. Terry, Attorney at Law  
600 52<sup>nd</sup> Street, Ste. 320  
Kenosha, WI 53140

191-04-19-25-017-110

Parcel Identification Numbers

Lot 1 of Certified Survey Map No. 3594, recorded in Racine County on March 19, 2024 as Document No. 2673181, said land being in the Village of Waterford, County of Racine, State of Wisconsin.

**DRAFTED BY:**

 TERRY & NUDO, LLC

Todd A. Terry, Attorney at Law

SBN: 1047175

600 52<sup>nd</sup> Street, Suite 320

Kenosha, WI 53140

Telephone: (262) 842-2338

Facsimile: (262) 584-9949

Email: [Todd@LawMidwest.com](mailto:Todd@LawMidwest.com)

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **Premier Loomis Waterford, LLC – Lot 1, CSM 3594**

4  
5 **THIS AGREEMENT** is made and entered into this 25<sup>th</sup> day of April, 2024, by and between  
6 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and Premier Loomis,  
7 LLC, a Wisconsin limited liability company ("Developer").

8  
9 **RECITALS**

10 **WHEREAS**, the Developer has acquired Lot 1, CSM 3594 (the "Property") from Neumann Developments  
11 Inc. ("Neumann"), under the terms of that certain Vacant Land Offer to Purchase dated May 1, 2023 between  
12 Neumann and Premier Real Estate Management, LLC (the "Offer"). The Offer has been assigned to Developer;  
13 and

14  
15  
16 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and  
17 requirements for the development of the Property with Five (5) Twelve (12) unit multifamily apartment  
18 buildings (the "Project");

19  
20 **AGREEMENT**

21  
22 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and  
23 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
24 parties hereby agree as follows:

25  
26 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

27  
28 Developer makes the following representations and warranties which the Village may rely upon in entering  
29 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,  
30 permits and licenses for the Project (as hereinafter defined) and in executing this Agreement and performing  
31 its obligations hereunder:

- 32
- 33 1. Developer is a duly organized and existing legal entity in current status under the laws of the State of  
34 Wisconsin.
  - 35  
36 2. The execution, delivery and performance of this Agreement and the consummation of the transactions  
37 contemplated hereby have been duly authorized and approved by Developer, and no other or further  
38 acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and  
39 performance of this Agreement and the matters contemplated hereby. This Agreement, and the  
40 exhibits, documents and instruments associated herewith and made a part hereof, have been duly  
41 executed and delivered by Developer and constitute the legal, valid and binding agreement and  
42 obligation of Developer, enforceable against it in accordance with their respective terms, except as the  
43 enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar  
44 laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
  - 45  
46 3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer  
47 that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform  
48 its obligations hereunder.
- 49



- 1 4. Developer has at this time and, will have so long as this Agreement continues in effect, project-financing  
2 commitments sufficient to provide funding for the completion of the Project and for the Developer's  
3 obligations under this Agreement. Developer shall provide evidence that those commitments exist upon  
4 the signing of this agreement.  
5
- 6 5. Developer represents and warrants that it will have obtained all necessary equity and debt financing  
7 committed to fully fund all the construction of the Project, prior to the commencement of construction.  
8  
9

10  
11 **SECTION 2. ZONING APPROVALS**  
12

- 13 1. The Property is presently undeveloped, vacant land and is located in the Village. The Village agrees,  
14 subject to the approval by the Developer of this Agreement, that the Ordinance 396 will be amended to  
15 allow the Property to receive a Zoning Permit as per the requirements of Chapter 245 of the Village's  
16 Municipal Code, as well as Section 245-77 of the Municipal Code. The Developer agrees that the primary  
17 standard to be met for the issuance of the Zoning permit is the construction and operation of the Project  
18 in a single phase.  
19
- 20 2. Developer agrees to comply with the requirements of Municipal Code that relate to zoning landscaping,  
21 lighting, architecture, traffic, parking, fire and the building codes.  
22
- 23 3. Developer agrees to comply with the architectural feature determinations made by the Plan Commission  
24 upon their review, which shall be generally consistent with the approved plans and drawing as specified  
25 in this Agreement. The Village Administrator is authorized to grant amendments to the plans submitted  
26 as "in field changes" only if he finds them to be necessary for the project.  
27
- 28 4. Developer agrees to construct the Project represented on the various attachments listed below. The  
29 Village acknowledges that the exact locations of interior walls and room sizes may vary from the  
30 attached drawings. The buildings comprising the Project shall be constructed as presented during the  
31 Village Board meeting approving this Agreement with the specific plans and specifications to be retained  
32 as a separate exhibit within Developer's file at the Village.  
33

34 **SECTION 3. PROJECT PHASING**  
35

- 36 1. Developer acknowledges that the time period of validity for the Zoning Permit shall commence at the  
37 time of construction on the Project commences, and shall be extended, as a matter of right, until the  
38 completion of the Project, which is projected at April 30, 2026 is for a period of 24 months from the date  
39 of issuance, and may be extended in additional 12 month increments at the discretion of the Village  
40 Administrator.  
41
- 42 2. Developer acknowledges that the time period for a building permit is under the control of the building  
43 inspector but, shall be consistent with Section 3.1 above.  
44

45 **SECTION 4. OCCUPANCY PERMITS**  
46

47 It is expressly understood and agreed that no occupancy permits shall be issued for the development until the  
48 Village has determined that:  
49

- 1 1. The Village agrees that occupancy permits shall be issued upon the completion of each building within  
2 the Project, provided however, that no occupancy permit for any building shall be issued until the storm  
3 water management facilities for the Project been completed, the building is serviced by sewer and  
4 water, and the building inspector has reasonably determined the subject building is safe for occupancy.  
5
- 6 2. Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of  
7 administrative costs as required and in effect at the time of this Agreement, as to the building for which  
8 an occupancy permit is requested.  
9
- 10 3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed  
11 from the development and disposed of lawfully.  
12
- 13 4. Developer is not in default of any aspect of this Agreement.  
14
- 15 5. As a condition for the issuance of occupancy permits for each building, all aspects of the Project must  
16 comply with all applicable fire and building codes, as well as all applicable codes and regulations.  
17

18 Prior to or contemporaneously with the acquisition of the Property from Neumann, Village  
19 and Neumann shall cause to a Certified Survey Map to be created, approved and executed  
20 by the Village and recorded in the office of the Register of Deeds for Racine County,  
21 Wisconsin (the "CSM").  
22

#### 23 SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

24  
25 The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if  
26 Developer is in violation of this Agreement. Developer acknowledges that the issuance of building permits and  
27 fire sprinkler permits, and related inspection compliance is not under the control of the Village.  
28

#### 29 SECTION 6. PUBLIC IMPROVEMENTS

##### 30 31 A. PUBLIC STREETS AND SIDEWALKS

32  
33 Developer agrees that all construction access to the property shall be off Loomis Road. Developer shall  
34 have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during  
35 construction. The Village shall make a reasonable effort to require the contractor, who is responsible for  
36 placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who  
37 hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets  
38 within seventy-two (72) hours after receiving a notice from the Village. If the mud, dirt, stone or debris  
39 is not cleaned up after notification, the Village will do so at Developer's expense, at the option of the  
40 Village.  
41

42 Developer shall manage all work within the Right of Way in accordance with the plans and restore any  
43 disturbed area within the Right of Way to a condition of acceptability to the Village.  
44

##### 45 B. SURFACE AND STORM WATER DRAINAGE

46  
47 Developer hereby agrees that:

- 48  
49 1. Prior to the start of construction of improvements, Neumann shall have provided to the Village written  
50 certification from Neumann's Engineer that all surface and storm water drainage facilities and erosion

1 control plans are in conformance with all federal, state, county and Village regulations, guidelines,  
2 specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and  
3 approved the plans.  
4

- 5 2. Developer shall provide written approval by the Wisconsin Department of Natural Resources that the  
6 storm water management plan meets all NR 151 and NR 216 requirements and/or other DNR  
7 requirements that may be promulgated.  
8
- 9 3. The Village acknowledges that Neumann shall be responsible to construct, install, furnish and provide  
10 adequate facilities as specified in the attached drawings for surface and storm water drainage  
11 throughout the development with adequate capacity to transmit the anticipated flow from the  
12 development and the existing flow from adjacent properties, in accordance with all plans and  
13 specifications, and all applicable federal, state, county and Village regulations.  
14
- 15 4. Developer agrees that the site grading and construction of surface and storm water drainage facilities  
16 for the Project shall be completed and accepted by the Village before any occupancy permit is issued for  
17 any building in the Project. The Village will not accept the dedication from Neumann of the surface and  
18 storm water drainage system until the entire system is installed in accordance with plans and  
19 specifications to the reasonable satisfaction of the Village Administrator.  
20

21  
22 **C. GRADING, EROSION AND SILT CONTROL**  
23

24 Developer hereby agrees that:  
25

- 26 1. Prior to commencing site grading and execution, Developer shall provide to the Village written  
27 certification from the Developer's Engineer that the plan, once implemented, shall meet all federal,  
28 state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of  
29 notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the  
30 Department of Commerce and written proof that the Wisconsin Department of Natural Resources and  
31 or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the  
32 plans.  
33
- 34 2. Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances  
35 to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and  
36 washing are prevented in accordance with the plans and specifications reviewed and approved by the  
37 Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce  
38 and Army Corps of Engineers, if applicable.  
39

40 **D. LANDSCAPING AND SITE WORK:**  
41

42 Developer hereby agrees that:  
43

- 44 1. Developer shall install new plantings consistent with the attached landscaping plan.  
45
- 46 2. Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials,  
47 destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The developer shall  
48 have ultimate responsibility for cleaning up debris that has blown from building under construction. The  
49 Developer and/or subject contractor shall clean up the debris within seventy-two (72) hours after

1 receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so  
2 at the Developer's and/or subject contractor's expense.  
3

- 4 3. Landscaping and removal of unwanted items, will be completed and certified as complete by the Village  
5 for the project. Any plants, trees or other screening vegetation required by this Agreement shall be  
6 maintained and replaced while this Agreement is in effect.  
7

8 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

9  
10 Village and Developer acknowledge that Neumann shall provide all traffic signage deemed necessary by the  
11 Village in connection with construction.  
12

13  
14 **F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

15  
16 Developer hereby agrees that:

- 17  
18 1. The improvements shall be constructed in accordance with the following specifications.  
19  
20 a. Village of Waterford Engineering Design Manual, most recent edition.  
21 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1,  
22 1988, and as amended January 1, 1992.  
23 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.  
24 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and  
25 Structure Construction, 1996 and supplemental specifications or the most recent edition.  
26  
27 2. A sewer and water plan should be submitted to the Village Utility Department that shows where every  
28 water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture  
29 units for each metered location to enable the Utility Department to determine the impact and hook-up  
30 fees. The Developer shall install the sanitary and water connections to the Village system in accordance  
31 with the plans and specifications Sheets on file in the Village Administrator's office.  
32  
33 3. Developer agrees to do all the public and private infrastructure construction according to the Village's  
34 various codes including but not limited to the Utility Code, Land Division Code and the Design Standards.  
35 Upon completion of all construction the developer shall provide the Village with "as built" plans. The "as  
36 built" plans shall be provided in electronic version formatted by commercial GIS mapping company ESRI  
37 or in PDF Pro format. The developer agrees that all underground piping regardless of type or location  
38 shall be marked with locating wire according to accepted standards. The developer agrees that all  
39 improvements within the public right-of-way or public easements shall be inspected by Village  
40 inspectors at the developer's expense.  
41

42 **G. ADDITIONAL IMPROVEMENTS**

43  
44 Not applicable.  
45

46 **SECTION 7. SITE SPECIFIC REQUIREMENTS**

- 47  
48 1. Developer shall maintain continuous access around the building and to any fire hydrants as required by  
49 the current Zoning Code as directed by the Fire Department and Water Utility.  
50

- 1 2. Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to  
2 the building.
- 3
- 4 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth  
5 in Section 245. The lighting contractor shall provide written verification of compliance before occupancy  
6 shall be granted. No pole lighting will be included within the Project.
- 7
- 8 4. Village agrees that the general contractor for the Project shall be allowed a temporary construction sign  
9 on the property equal to 32 square feet per side per the requirements of Section 245 of the Code.

10  
11 **SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**

12  
13 The improvements set forth in Section 3 above shall be completed by Developer in total within the specific  
14 time limits from the date of the date of this agreement being signed except as otherwise provided for in this  
15 agreement.

16  
17  
18 **SECTION 9. FINAL ACCEPTANCE**

19  
20 Village's engineer and administrator shall have joint responsibility of acceptance of any public improvement.

21  
22 **SECTION 10. DEDICATION OF IMPROVEMENTS**

23  
24 All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon  
25 completion of the project and issuance of an occupancy permit for any part of all of the project. Rights of way,  
26 water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other  
27 depicted public improvement made by Developer shall be deemed a part of this section.

28  
29 **SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

30  
31 Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be  
32 deemed complete on the issuance of any occupancy permit.

33  
34 **SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**

35  
36 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage  
37 facilities, landscaping and all other improvements is upon Developer. The fact that the Village or its engineer,  
38 or its attorney, or its staff may approve a specific project shall not constitute a waiver or, relieve Developer  
39 from the ultimate responsibility for the design, performance and function of the development and related  
40 infrastructure.

41  
42 **SECTION 13. INTENTIONALLY OMITTED.**

43  
44  
45 **SECTION 14. VILLAGE OBLIGATIONS**

46  
47 Approvals. Village shall work in cooperation with the Developer to secure and to grant the following  
48 approvals:

- 49 (i) Zoning, Rezoning, or PUD Amendment of the Property to accommodate development of the  
50 Project.

- (ii) Approval, if necessary, for the expansion and/or extension of the storm sewer, sanitary sewer, water, and electric facilities to serve the Project.

**SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP**

Early Start may be permitted by the Building Inspector and Village Administrator.

**SECTION 16.**

INTENTIONALLY OMITTED.

**SECTION 17. NOISE AND HOURS OF OPERATIONS**

1. Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. Project construction or demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays. No construction or demolition is permitted on Sundays or national holidays. Grading, excavation, demolition, roadway construction or underground utility construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

**SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT**

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- a. All representations and warranties of Developer set forth in this Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct; and
- b. All covenants and obligations of Developer under this Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein; and
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur; and
- d. There is no material adverse change in the financial condition of Developer, which might impair its ability to perform its obligations under this Agreement.

**SECTION 19. DEFAULT/REMEDIES**

1. An event of default ("Event of Default") is any of the following:
  - a. A failure by Developer to cause substantial completion of the Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be

- 1 observed or performed when and as required under this Agreement within thirty (30) days of  
2 written notice of the failure to the Developer; and  
3
- 4 b. A failure by Developer to pay any amount due to the Village within ten (10) days of written notice  
5 of such failure to the Developer; and  
6
- 7 c. Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency  
8 proceedings of any kind; or  
9
- 10 d.  
11
- 12 e. The dissolution or liquidation of Developer, or the commencement of any proceedings therefore.  
13
- 14 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or  
15 more of the following actions without waiving any rights or remedies available to it:  
16
- 17 a. Immediately suspend its performance under this Agreement from the time any notice of an event  
18 of default is given until it receives assurances from the breaching party deemed adequate by the  
19 non-breaching party, that the breaching party will cure its default and continue its due and  
20 punctual performance under this Agreement; or  
21
- 22 b. Commence legal or administrative action, in law or in equity, which may appear necessary or  
23 desirable to enforce performance and observance of any obligation, agreement or covenant of  
24 the breaching party under this Agreement; or  
25
- 26 c. Perform or have performed all necessary work in the event the non-breaching party determines  
27 that any Event of Default may pose an imminent threat to the public health or safety, without any  
28 requirement of any notice whatsoever. In the event of a default by Developer.
- 29 3. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive  
30 of any other remedy or remedies, but each and every such right and remedy shall be cumulative and  
31 shall be in addition to every other right and remedy given under this Agreement now or hereafter  
32 existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default  
33 shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and  
34 power may be exercised from time to time and as often as may be deemed expedient.
- 35 4. In the event any warranty, covenant or agreement contained in this Agreement should be breached by  
36 a party and thereafter waived by the other, such waiver shall be limited to the particular breach so  
37 waived and shall not be deemed to waive any other concurrent, previous or subsequent breach  
38 hereunder.  
39
- 40 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such  
41 expenses for the collection of payments due or to become due or for the enforcement or performance  
42 or observance of any obligation or agreement on the part of the other herein contained, the prevailing  
43 party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by  
44 such prevailing party.  
45

#### 46 SECTION 20. PERMITTED DELAYS

47  
48 For the purpose of computing the commencement and completion periods, and time periods for either party  
49 to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall  
50 not be included if such time prevents Developer or the Village from performing its obligations under the

1 Agreement. Except as aforesaid, only delays agreed to in writing and approved by the Village Administrator  
2 are acceptable.

3  
4 **SECTION 21. ADDITIONAL PROVISIONS**

5  
6 1. No member of any governing body or other official of the Village ("Village Official") shall have any  
7 financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract,  
8 agreement or other transaction contemplated to occur or be undertaken thereunder or with respect  
9 thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all  
10 conflict of interest requirements of the Village. No Village Official shall participate in any decision relating  
11 to this Agreement, which affects his or her personal interest or the interests of any corporation,  
12 partnership, or association in which he or she is directly or indirectly interested. No member, official or  
13 employee of the Village shall be personally liable to the Village for any event of default or breach by the  
14 Developer of any obligations under the terms of this Agreement.

15  
16 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and  
17 shall become a part of this Agreement.

18  
19 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of  
20 Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its  
21 usual practices and procedures, nor limit or affect in any way the right and authority of the Village to  
22 approve or disapprove any and all plans and specifications, or any part thereof, or to impose any  
23 limitations, restrictions and requirements on the development, construction and/or use of the Project  
24 as a condition of any such approval, license or permit; including, without limitation, requiring any and  
25 all other development and similar agreements.

26  
27 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or  
28 incorporated herein.

29  
30 5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction  
31 of any provision of this Agreement.

32  
33 6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally  
34 delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective  
35 addresses as follows:

36  
37 Village Administrator  
38 Village of Waterford  
39 123 N. River St  
40 Waterford, WI 53105

41  
42 The notices or responses to Grantee shall be addressed as follows:  
43 Premier Loomis Waterford, LLC  
44 Attn: Calvin M. Akin  
45 3120 Gateway Road  
46 Brookfield, WI 53045

47  
48 With a copy to:

49  
50 Joe A. Goldberger



1 North Shore Legal  
2 13460 N. Silver Fox Drive  
3 Mequon, WI 53097  
4

5 **SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**  
6

7 Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and  
8 disbursements which shall be incurred by the Village in connection with this project or relative to the  
9 construction, installation, dedication and acceptance of the improvements covered by this agreement,  
10 including without limitation by reason of enumeration, design, engineering, review, supervision, inspection  
11 and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of  
12 being invoiced may be charged against the financial guarantee held by the Village pursuant to this Agreement  
13 or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.  
14

15 The following additional fees shall be paid by the Developer and are due upon the issuance of the building  
16 permit as to each building within the Project:  
17

- |    |                                    |                              |
|----|------------------------------------|------------------------------|
| 18 | 1. Sewer Impact Fee                | \$1500.00 per dwelling unit  |
| 19 | 2. Water Impact and Connection Fee | \$1,500.00 per dwelling unit |
| 20 | 3. Library Impact Fee              | \$ 137.00 per dwelling unit  |
| 21 | 4. Fire Impact Fee                 | \$1,201.00 per dwelling unit |
| 22 | 5. Park Impact Fee                 | \$ 900.00 per dwelling unit  |
- 23  
24

25 **SECTION 23. GENERAL INDEMNITY**  
26

27 Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including  
28 the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for  
29 purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to  
30 property or any injury to or death of any person occurring at or about or resulting from any breach of any  
31 warranty, covenant or agreement of Developer under this Agreement, and the development of the Property;  
32 provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties.  
33 Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, Developer will  
34 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding  
35 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of  
36 the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or  
37 the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation  
38 of the Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village  
39 contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the  
40 Village and not of any governing body, member, officer, agent, servant or employee of the Village. All  
41 covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed  
42 to be covenants, stipulations, promises, agreements and obligations of Developer and not of any of its officers,  
43 owners, agents, servants or employees.  
44

45 **SECTION 24. INSURANCE**  
46

47 Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain  
48 at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts

1 as required by the Village consistent with other projects in the Village. The Village’s insurance requirements  
2 are attached hereto as Exhibit \_\_\_\_ and incorporated herein by reference.

3  
4 **SECTION 25. FEES AND CHARGES**

5  
6 Developer shall be responsible for zoning and development fees such as are applicable as of the date of this  
7 Agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village  
8 according to the terms of this agreement and as may be amended by ordinance.

9  
10 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

11  
12 The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered  
13 into and are signatory to this agreement solely in their official capacity and not individually, and shall have no  
14 personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly  
15 released and/or waived.

16  
17  
18 **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

19  
20 All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind  
21 the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and  
22 all work and improvements required hereunder shall be performed and carried out in strict accordance with  
23 and subject to the provisions of said Ordinances.

24  
25 **SECTION 28. ZONING**

26  
27 The Village does not guarantee or warrant that the subject property of this agreement will not at some later  
28 date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is  
29 further understood that any rezoning that may take place shall not void this agreement.

30  
31 **SECTION 29. COMPLIANCE WITH CODES AND STATUTES**

32 Developer shall comply with all current and future applicable codes of the Village, County, State and federal  
33 government and, further, Developer shall follow all current and future lawful orders of all duly authorized  
34 employees and/or representatives of the Village, County, State or federal government.

35  
36 **SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS**

37  
38 Not applicable.

39  
40 **SECTION 31. ASSIGNMENT**

41  
42 Developer shall not transfer, sell or assign the property or assign this Agreement or its obligations hereunder  
43 without the express prior written consent of the Village until the Developer has fully complied with its  
44 obligations under this Agreement. Any such consent requested of the Village prior thereto may not be  
45 unreasonably withheld, conditioned or delayed.

1 **SECTION 32. BINDING**

2  
3 This Agreement shall be binding upon the parties hereto and their respective representatives, successors and  
4 assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs,  
5 representatives, successors and assigns.  
6

7 **SECTION 33. AMENDMENTS**

8  
9 The Village and Developer, by mutual consent, may amend this Developer’s Agreement at any meeting of the  
10 Village Board. The Village shall not, however, consent to an amendment until after first having received a  
11 recommendation from the Village’s Plan Commission. The Plan Commission shall consider the amendment  
12 under the conditional use process.  
13

14 **SECTION 34. DURATION**

15 Developer acknowledges that the requirements regarding the operation and maintenance of the project as  
16 fully described above shall continue and not expire. Developer acknowledges that the Village may from time  
17 to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly  
18 situated properties which, if applicable shall apply to this project. Developer may petition the Village Board to  
19 cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask  
20 the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The  
21 Board may cancel the Agreement if it determines that there is no further value or need for the Developer to  
22 comply with its requirements.  
23

24 **SECTION 35. INTENTIONALLY OMITTED.**

25  
26 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by their  
27 appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and  
28 year first above written.  
29

30 **DEVELOPER**

Premier Loomis Waterford, LLC, a Wisconsin limited liability  
company

31  
32  
33 By: Calvin M. Akin  
34 Calvin M. Akin, Sole Member

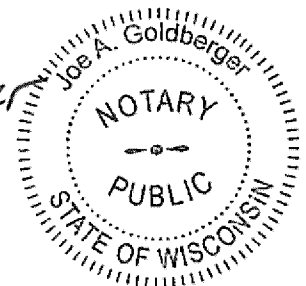
35 **STATE OF WISCONSIN )**  
36 **)ss**  
37 **COUNTY OF WAUKESHA )**

38  
39 Personally came before me this 3<sup>rd</sup> day of April, 2023, Calvin M. Akin, Sole Member of  
40 Premier Loomis Waterford, LLC, to me known to be the person who executed the foregoing instrument and to  
41 me acknowledged that he executed the foregoing instrument in such capacity.  
42

43 Joe A. Goldberger  
44 Notary Public, State of WI  
45 My commission expires: 10/16/2025

46  
47 **VILLAGE OF WATERFORD, WI**

48 Calvin M. Akin  
49 Village President  
50



Rachel Loomis  
Village Clerk

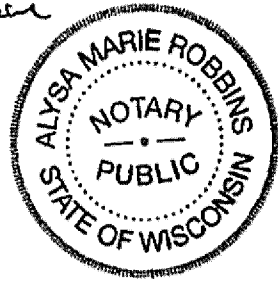
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22

STATE OF WISCONSIN )  
                                  )ss  
COUNTY OF RACINE )

Personally came before me this 22 day of April, 2022, the above named Don Hassen and Rachel Loomis Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 11<sup>th</sup> day of March, 2022

Alysa Marie Robins  
Notary Public, State of WI Waukesha  
My commission expires: 10.2.25

Approved As To Form:  
[Signature]  
Todd A. Terry, Village Attorney



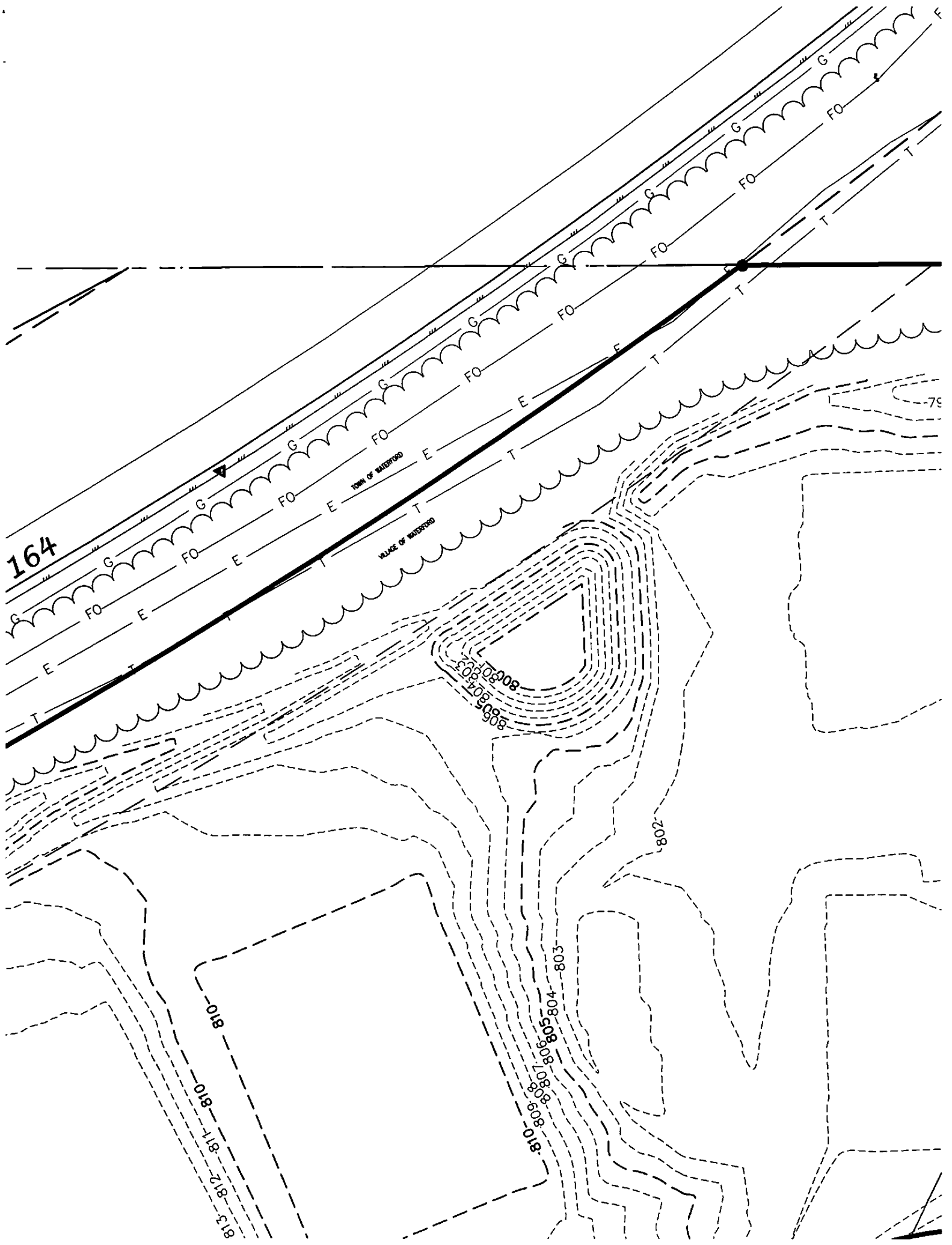
**NOTE:**  
EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED FOR LOCATES BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

**NOTE:**  
ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.

# INDEX TO DRAWINGS

SHT. NO.	DESCRIPTION
C	LOCATION MAPS AND INDEX TO DRAWINGS
1	EXISTING SITE CONDITIONS
2	OVERALL SITE PLAN
3	NORTH DETAILED SITE PLAN
4	SOUTH DETAILED SITE PLAN
E	OVERALL UTILITY PLAN

164



PR. BUILDING 1  
9,630 S.F.

PR. BUILDING 2  
9,630 S.F.

MAIL ROOM

OFFICE

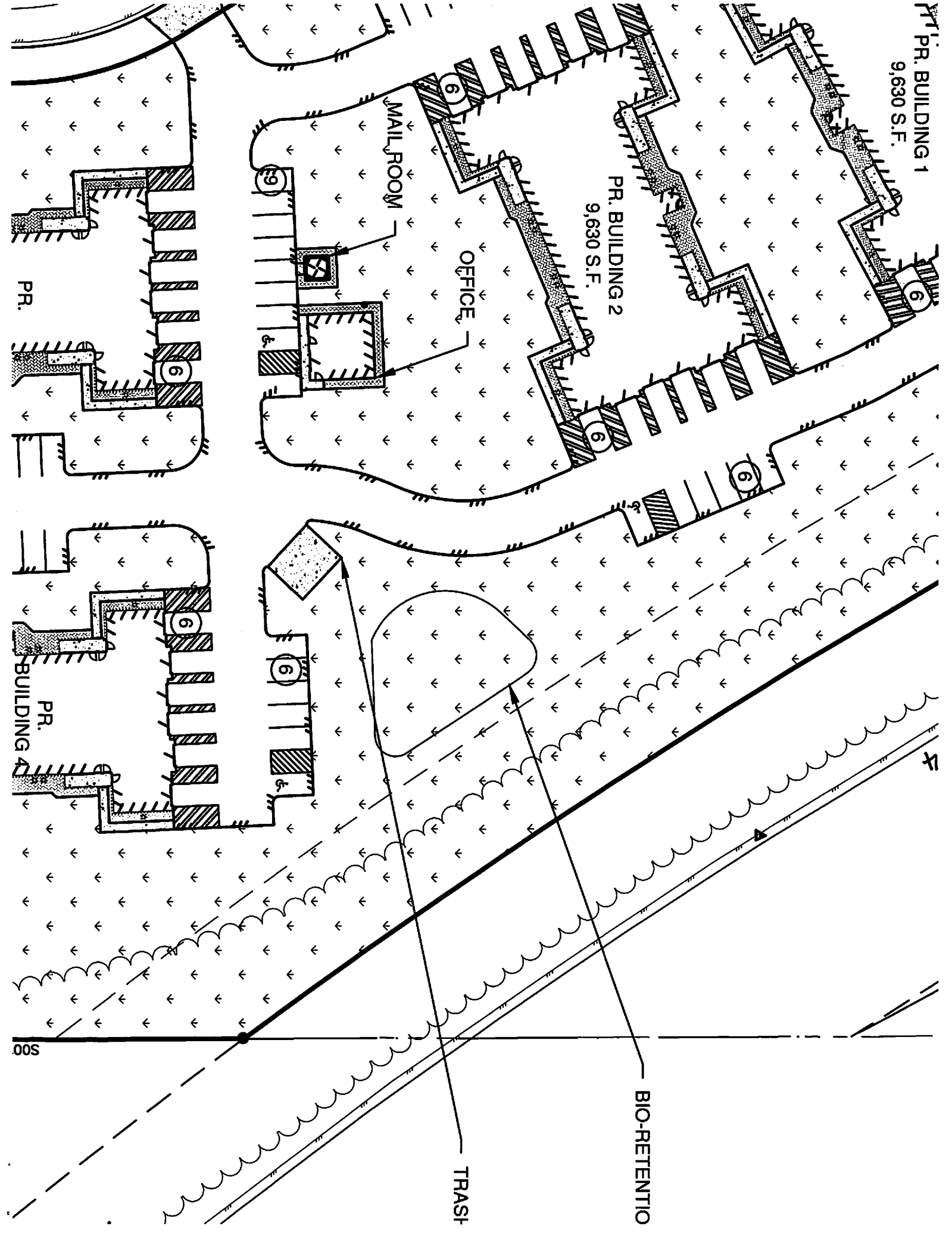
PR.

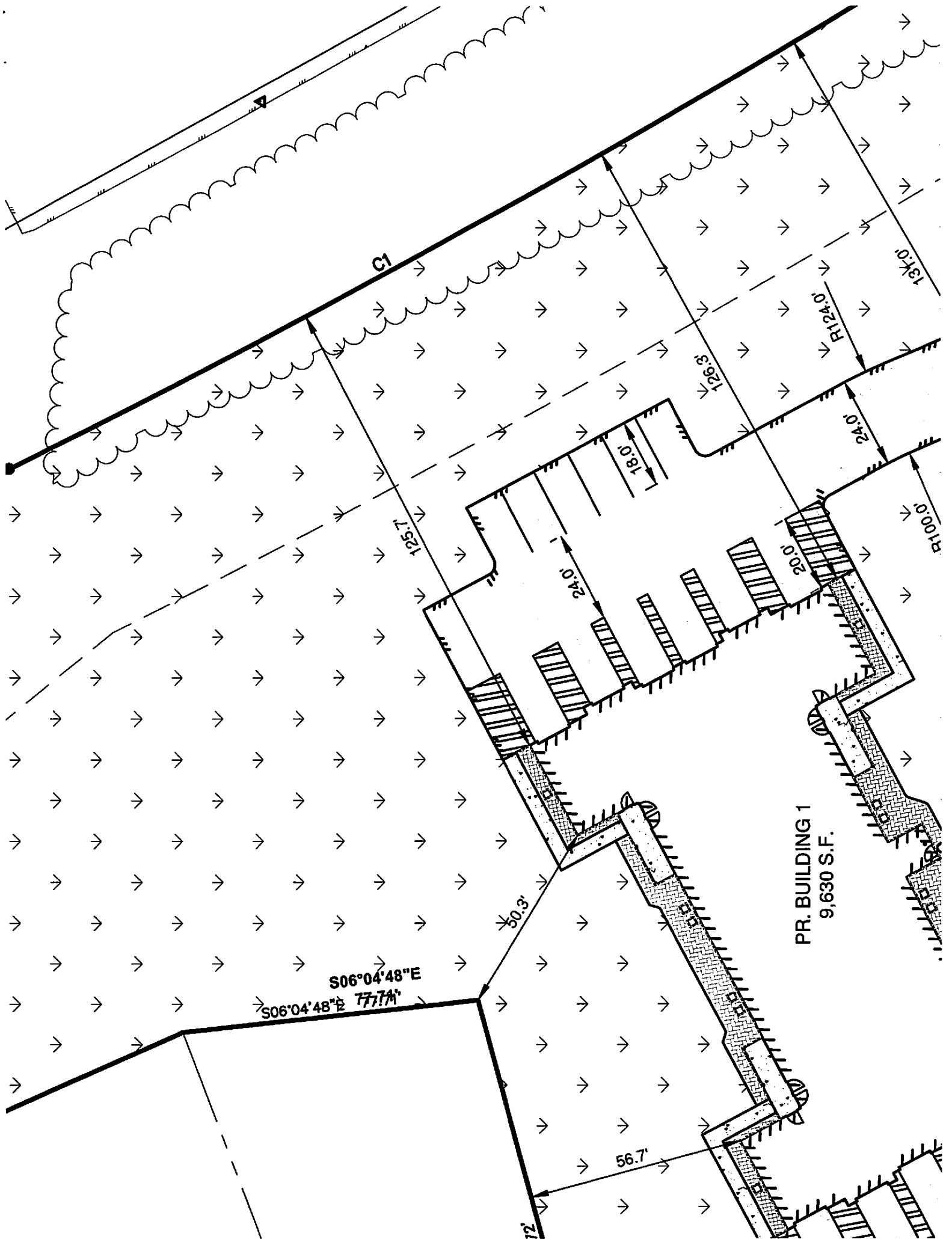
PR.  
BUILDING 4

500

TRASH

BIO-RETENTIO





PR. BUILDING 1  
9,630 S.F.

$S06^{\circ}04'48''E$   
 $S06^{\circ}04'48''E$  777.7A'

C1

130.0'

124.0'

126.3'

135.7'

24.0'

18.0'

20.0'

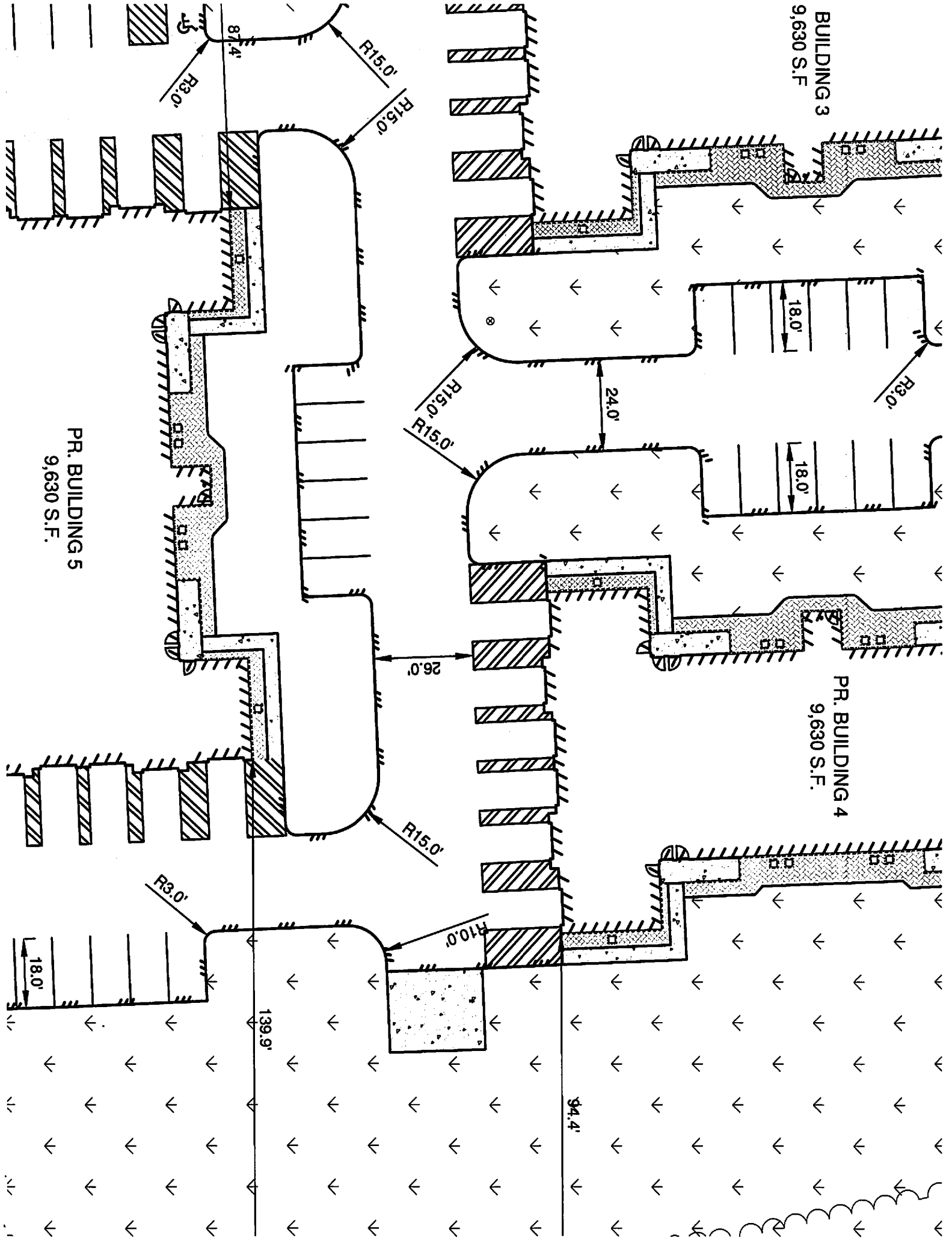
100.0'

50.3'

56.7'

12'



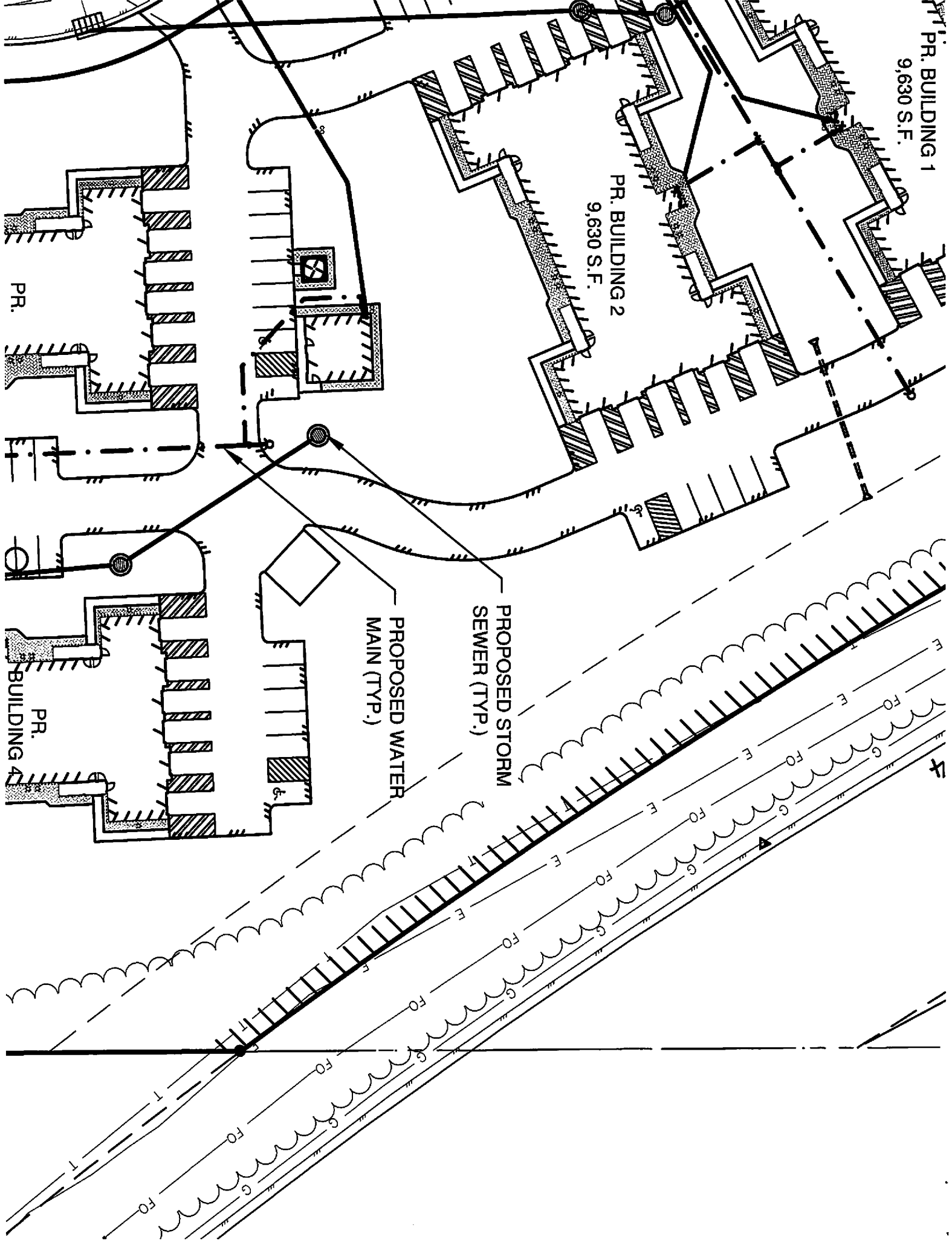


PR. BUILDING 1  
9,630 S.F.

PR. BUILDING 2  
9,630 S.F.

PROPOSED WATER  
MAIN (TYP.)

PROPOSED STORM  
SEWER (TYP.)



PR.

PR.  
BUILDING 4

ST# 164

110'-6" WATER  
HYD. FLANGE F

68' - 15" CMP

15" APRON ENDWALL  
E.O.P. INV: 807.50 (15" V)

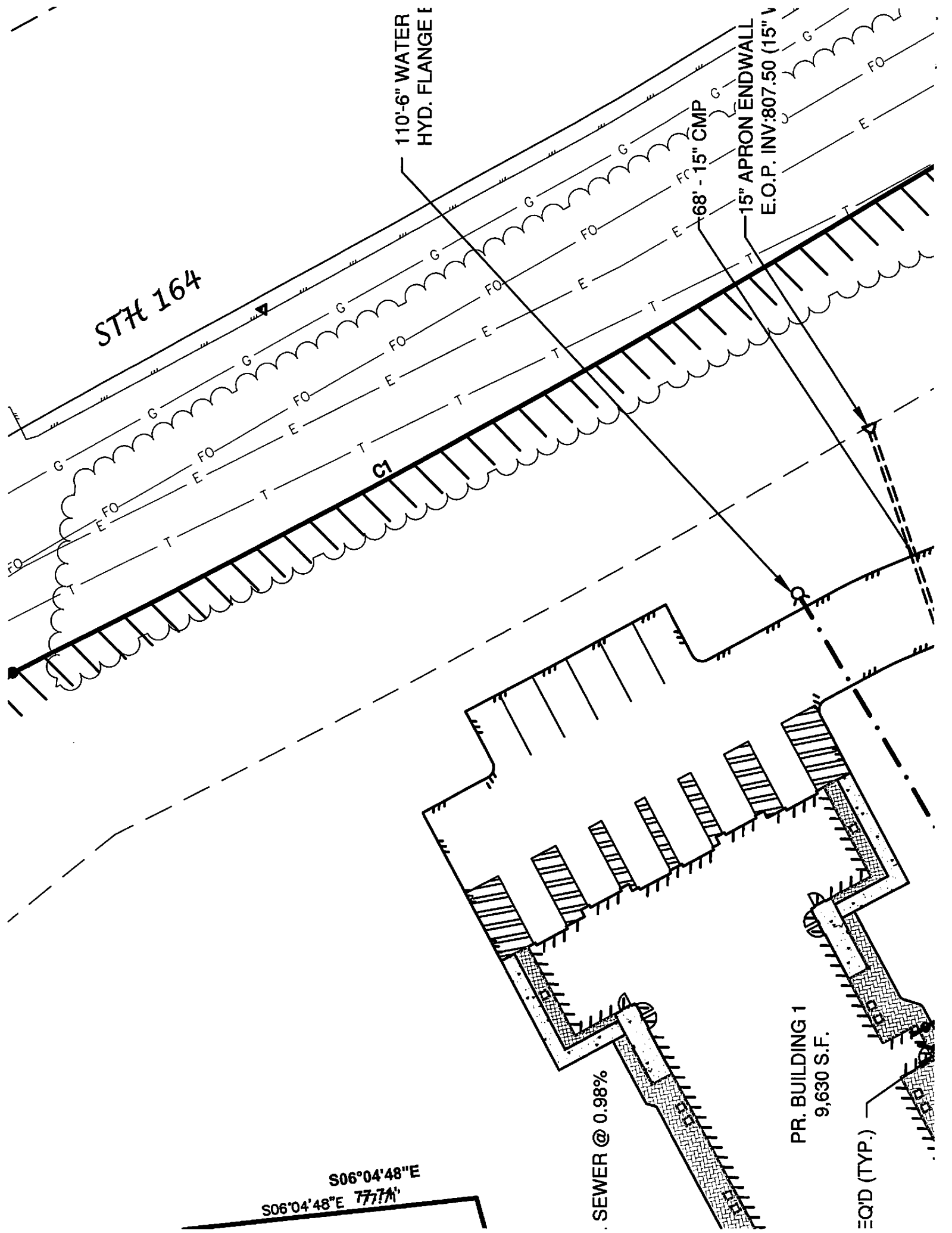
C1

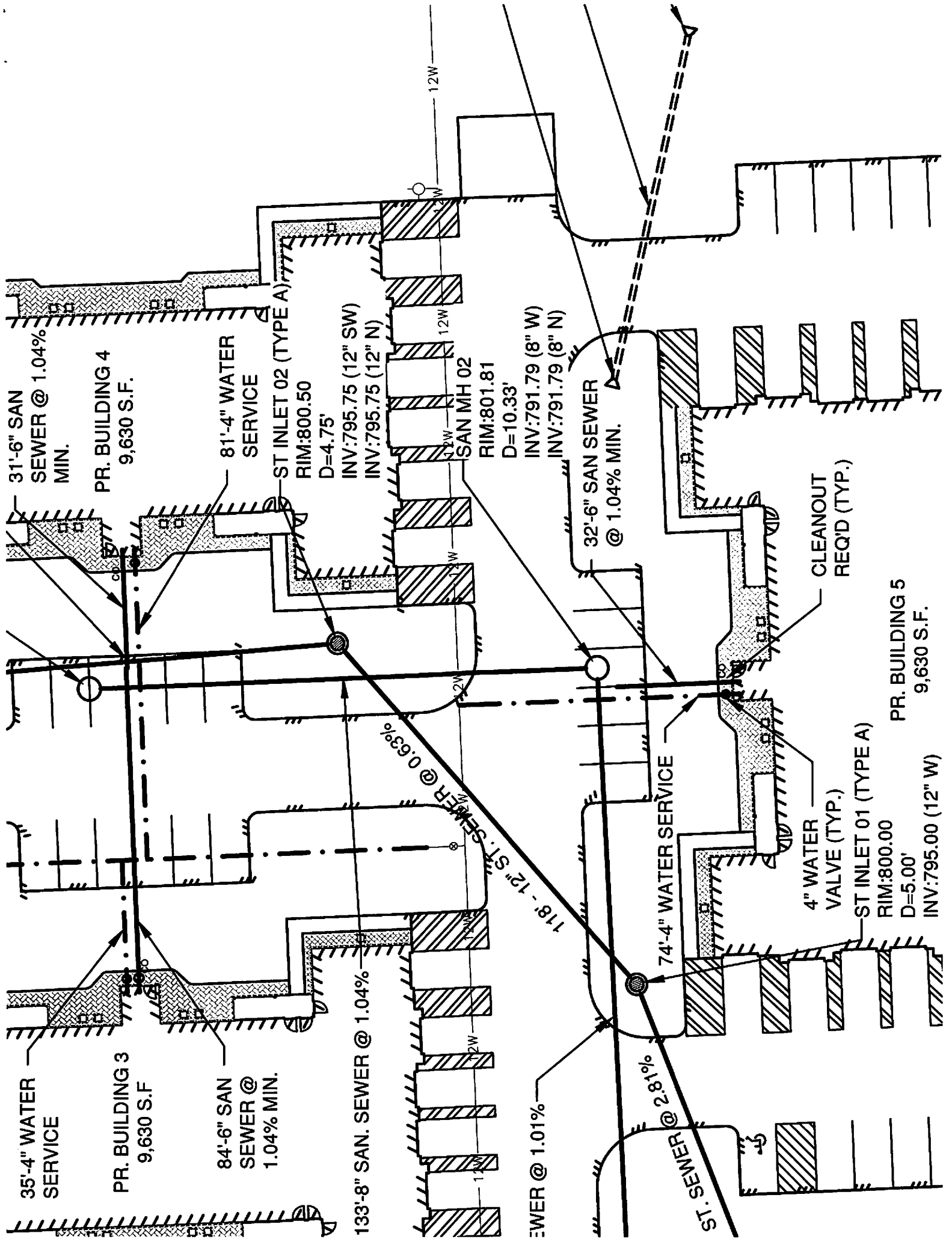
S06°04'48"E  
S06°04'48"E 7777A'

SEWER @ 0.98%

PR. BUILDING 1  
9,630 S.F.

EQ'D (TYP.)





35'-4" WATER SERVICE

PR. BUILDING 3  
9,630 S.F.

84'-6" SAN SEWER @ 1.04% MIN.

31'-6" SAN SEWER @ 1.04% MIN.

PR. BUILDING 4  
9,630 S.F.

81'-4" WATER SERVICE

ST INLET 02 (TYPE A)  
RIM:800.50  
D=4.75'

INV:795.75 (12" SW)  
INV:795.75 (12" N)

SAN MH 02  
RIM:801.81  
D=10.33'

INV:791.79 (8" W)  
INV:791.79 (8" N)

32'-6" SAN SEWER @ 1.04% MIN.

CLEANOUT REQ'D (TYP.)

PR. BUILDING 5  
9,630 S.F.

4" WATER VALVE (TYP.)

ST INLET 01 (TYPE A)  
RIM:800.00  
D=5.00'

INV:795.00 (12" W)

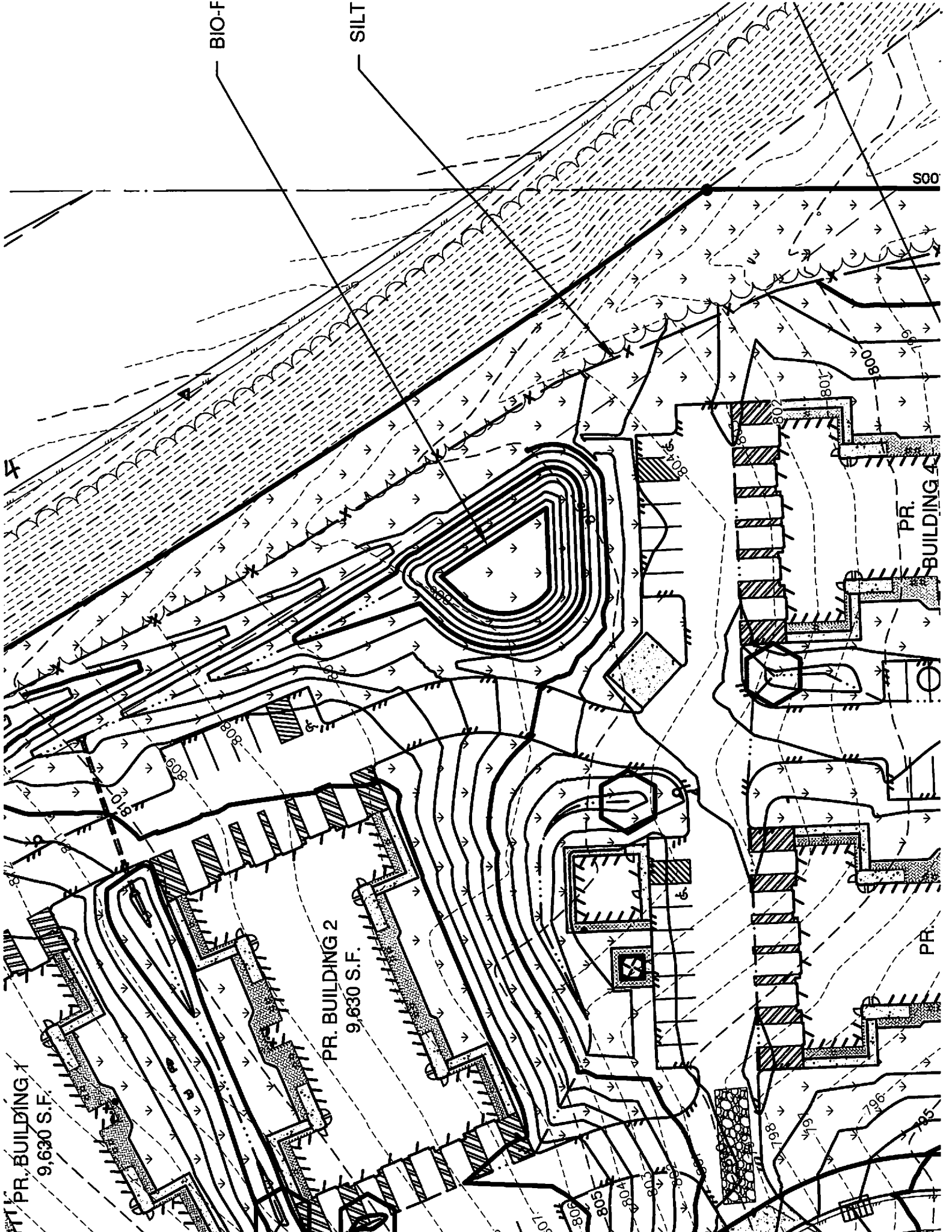
133'-8" SAN. SEWER @ 1.04%

SEWER @ 1.01%

ST. SEWER @ 2.81%

118'-12" ST. SEWER @ 0.63%

74'-4" WATER SERVICE



BIO-F

SILT

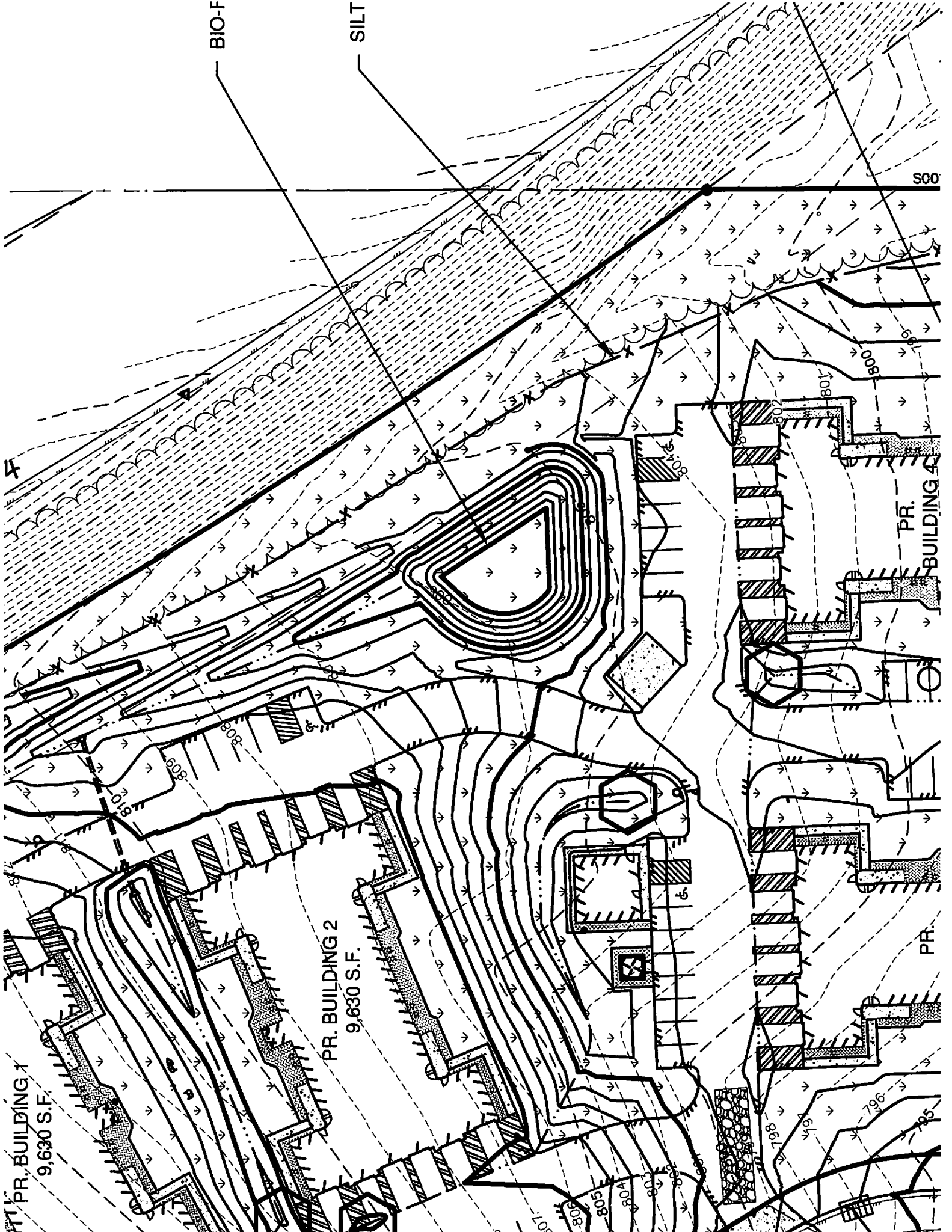
500

PR. BUILDING 1  
9,630 S.F.

PR. BUILDING 2  
9,630 S.F.

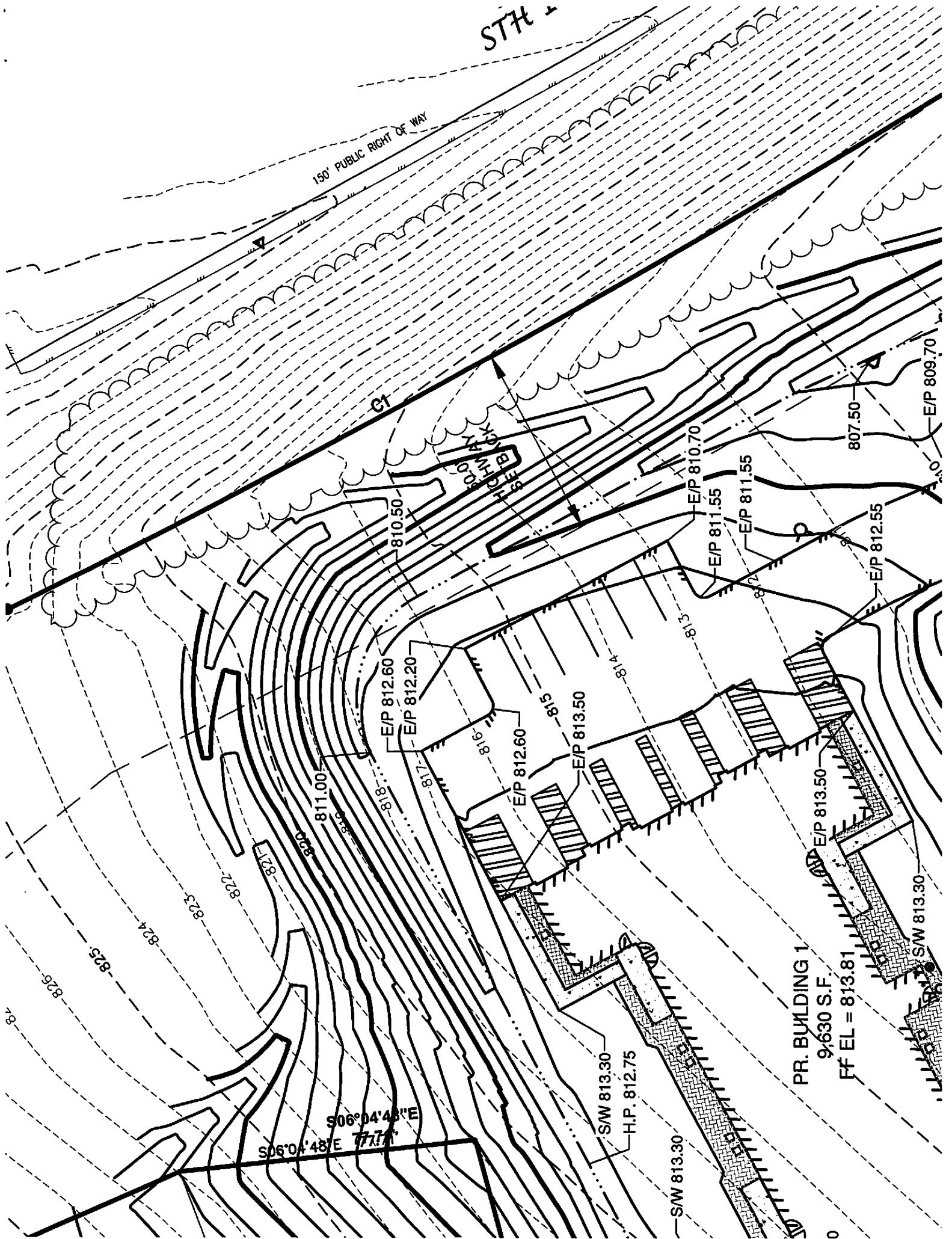
PR.  
BUILDING 4

PR.



STH

150' PUBLIC RIGHT OF WAY



CT

CHICKEN HOUSE

PR. BUILDING 1

9,630 S.F.

FF EL = 813.81

SW 813.30

H.P. 812.75

SW 813.30

813

814

815

816

817

818

819

820

821

822

823

807.50

E/P 809.70

E/P 811.55

E/P 811.55

E/P 810.70

E/P 812.55

E/P 812.60

E/P 812.20

E/P 812.60

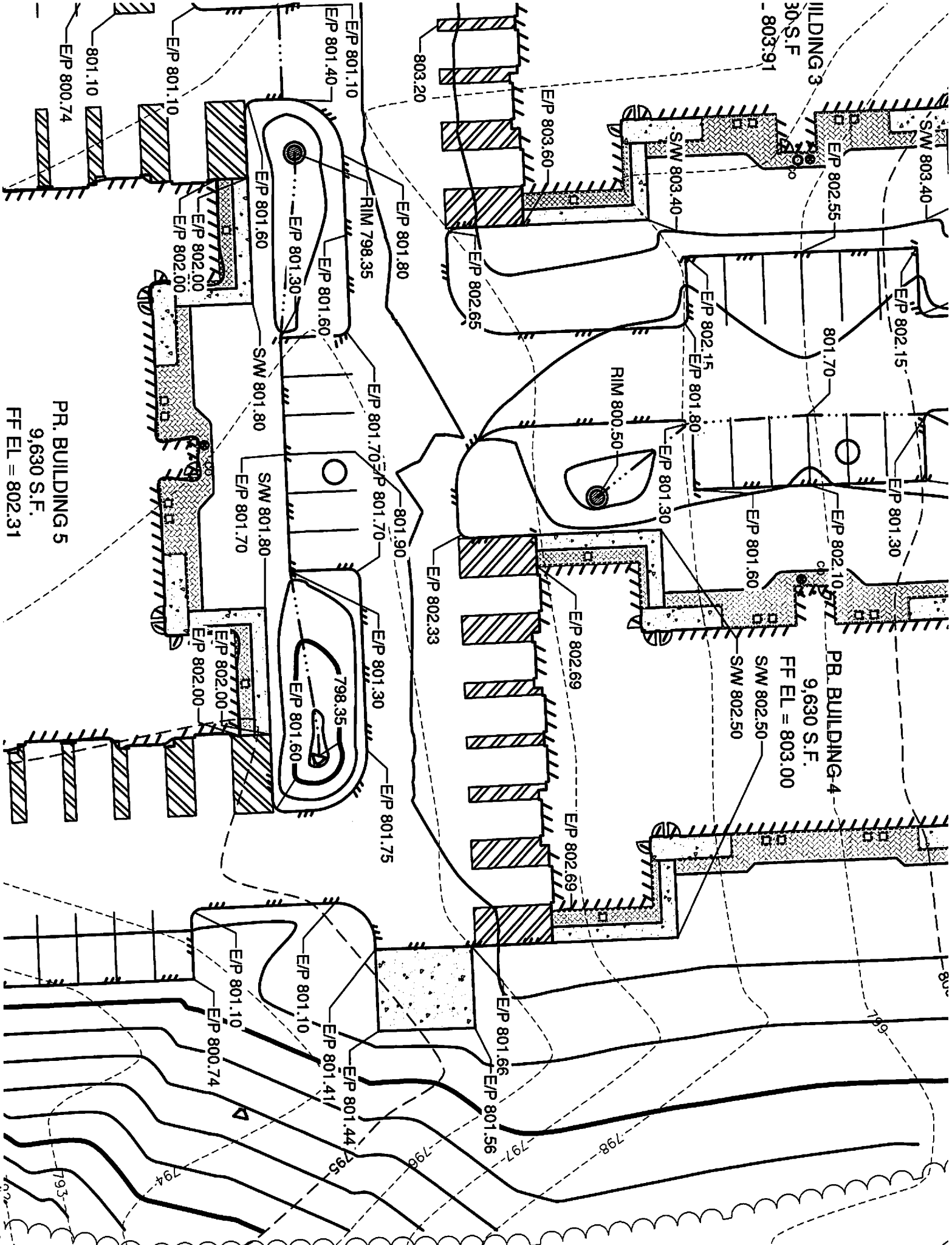
E/P 813.50

E/P 813.50

SW 813.30

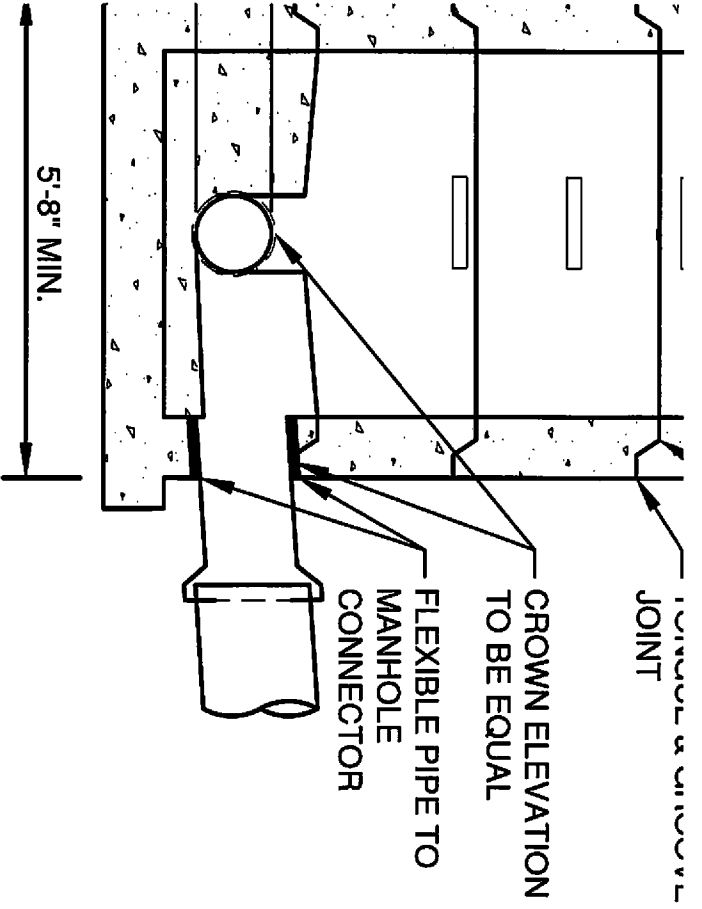
S06°04'48"E  
S06°04'48"E

BUILDING 3  
30 S.F.  
803.91

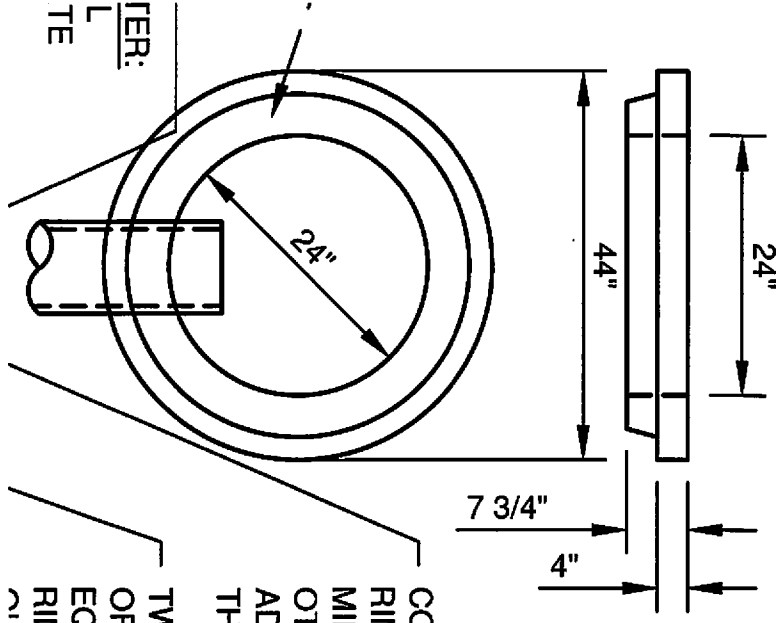


PR. BUILDING 4  
9,630 S.F.  
FF EL = 803.00

PR. BUILDING 5  
9,630 S.F.  
FF EL = 802.31



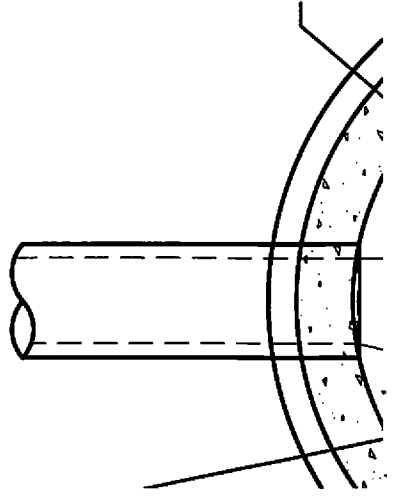
# INLET MANHOLE TYPE "B"



CONCRETE ADJUSTING RINGS AS REQUIRED. (4" MIN. AND 12" MAX. UNLESS OTHERWISE NOTED. ALL ADJUSTING RINGS LESS THAN 4" SHALL BE RUBBER.)

TWO CONTINUOUS STRIPS OF 1/2" JOINT SEAL OR EQUAL BETWEEN ADJUSTING RINGS AND CASTING. COAT SURFACE OF ADJUSTING RINGS WITH AN APPROVED JOINT SEAL.

MANHOLE STATION  
INVERT AND  
COORDINATE  
WORK POINT



NOTE:  
FOR PVC PIPE PROVIDE AN APPROVED

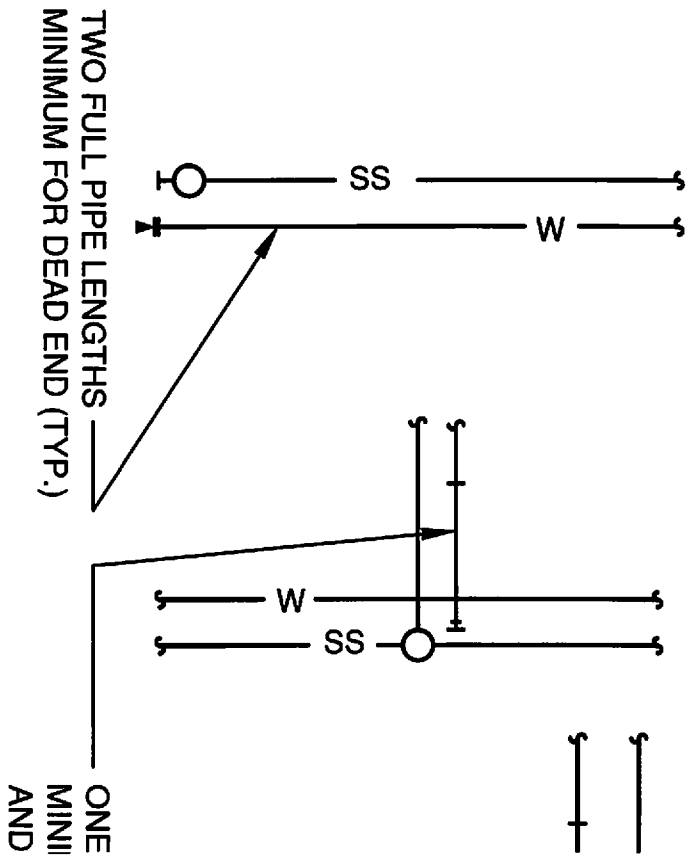
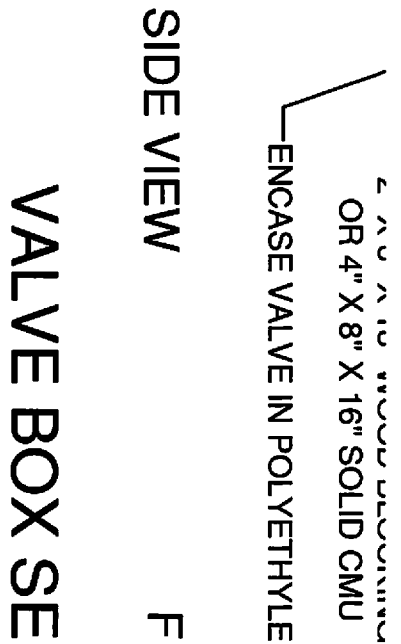
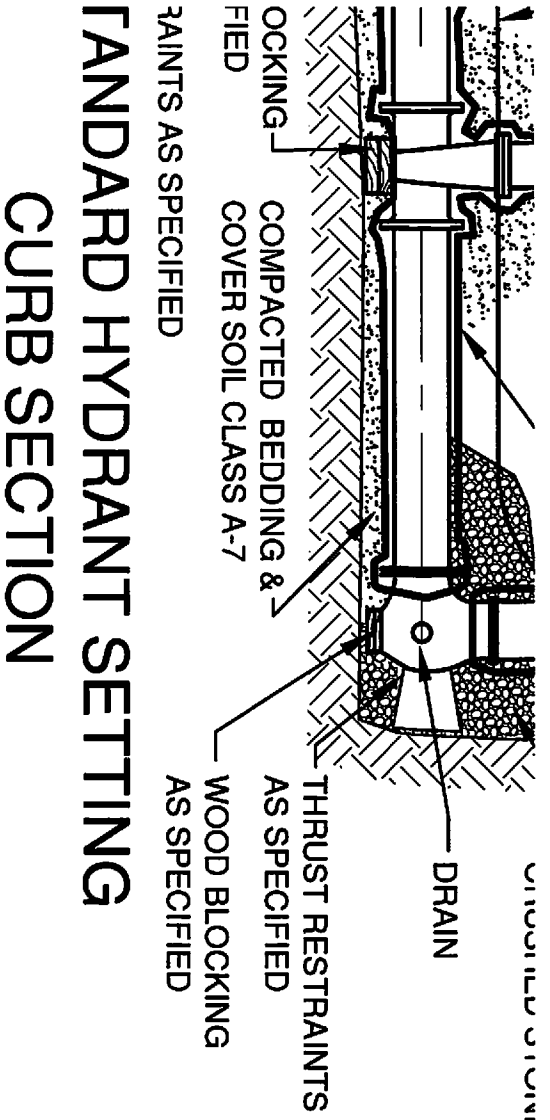
## MANHOLE BASE I 8" - 60" (INCLUSI

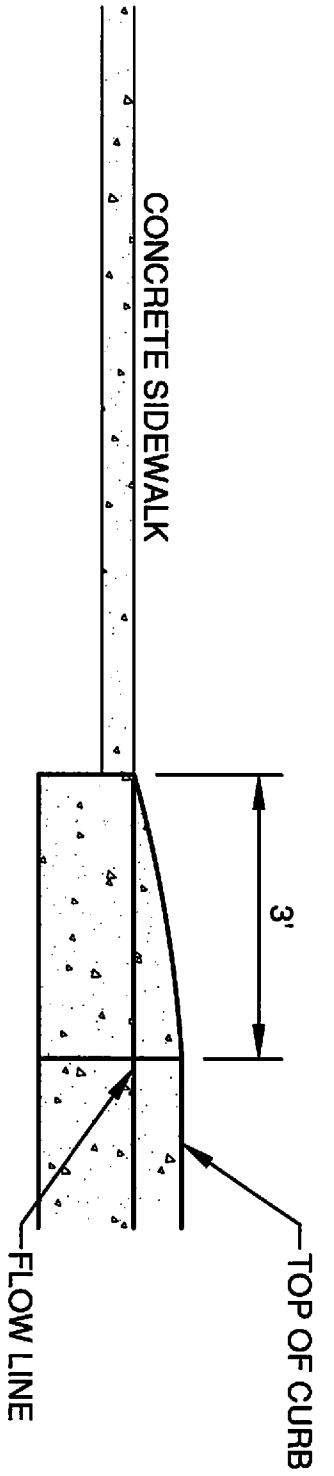
**NOTE:**  
PUBLIC SANITARY AND WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS, SEE SHEET P4.

NOTE: CLEANOUT LINE TO BE THE SAME SIZE AND MATERIAL AS SEWER MAIN

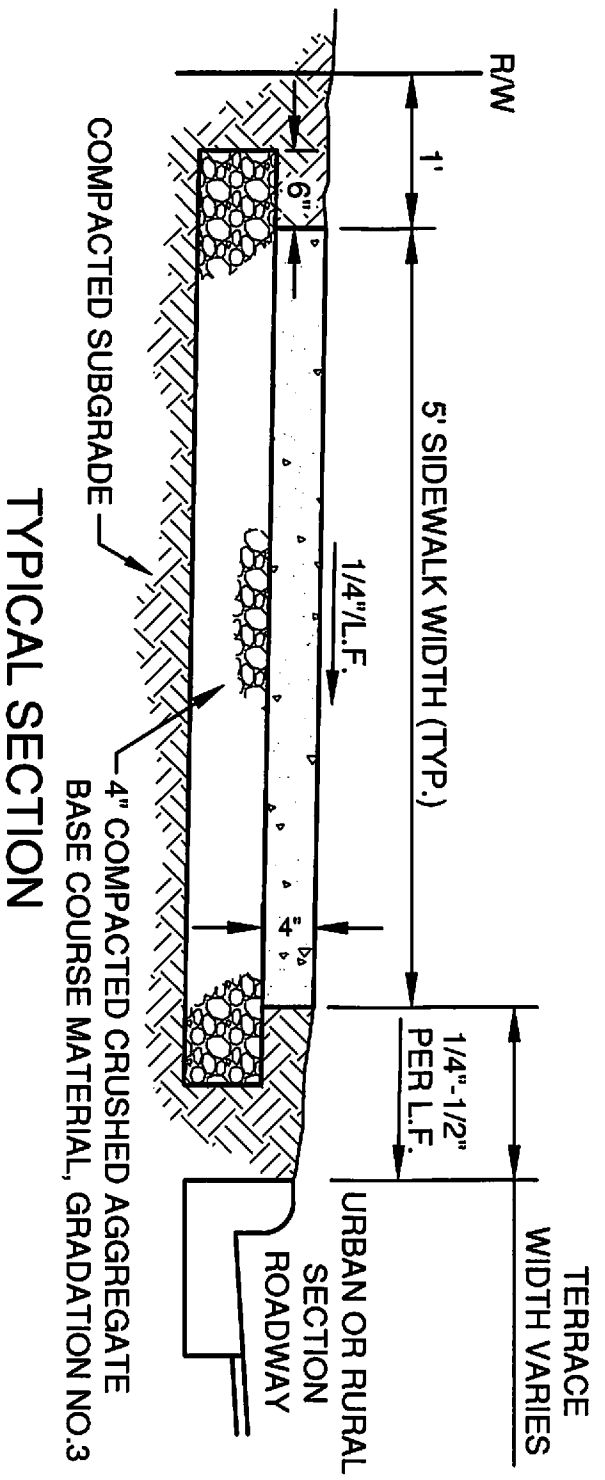






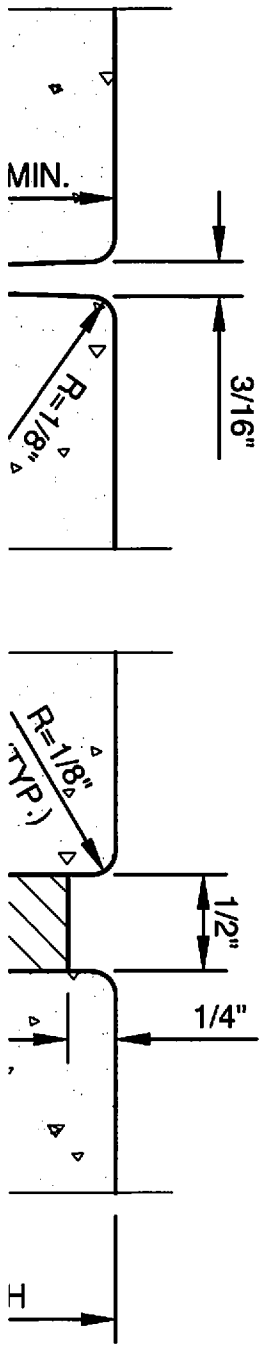


# CURB TAPER DETAIL



## TYPICAL SECTION

NOTE:  
REFER TO SPECIFICATIONS  
FOR REINFORCEMENTS.



- Leakage test (only if pressure test fails): Two hours at system pressure per Standard Specifications.

**PIPE MATERIAL**

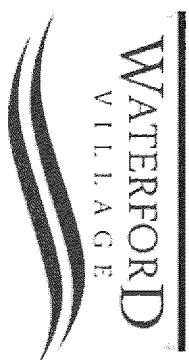
- Ductile Iron: conforming to AWWA C-151, minimum Class 52.
- PVC: conforming to AWWA C-900, class 235, SDR 18.

**LOCATOR WIRE**

- Tracer Wire: No. 12 AWG high strength, high carbon, blue insulated wire and anodes by Copperhead Utility Locating System.
- Terminate at SnakePit access box marked with the word "Water" on the cap.
- Location: On top of PVC pipe and fittings, secure at min. 10-foot intervals.

February, 2021

Page 2 of 5



**TAPPING**

**WATER**

**LOCATION**

main to curb box.  
 re curb box.  
 Inless steel saddle with O-ring and  
 CSC2, CS22, or equal.

(3/4" to 2") Minneapolis Pattern.  
 Minneapolis Pattern, or Ford EM2-  
 (let) or 6 inches inside right-of-way,

rd extend to terminal box adjacent  
 carbon, blue insulated wire and  
 Terminate at SnakePit access

**STANDARD MATERIAL SPECIFICATIONS**  
Village of Waterford

- surface. Use only clean graded sand, clean excavated granular material, with Engineer's Consolidation of backfill: 95% standard material and 100% for excavated material adjacent trench wall. Use mechanical means,

**PIPE MATERIAL**

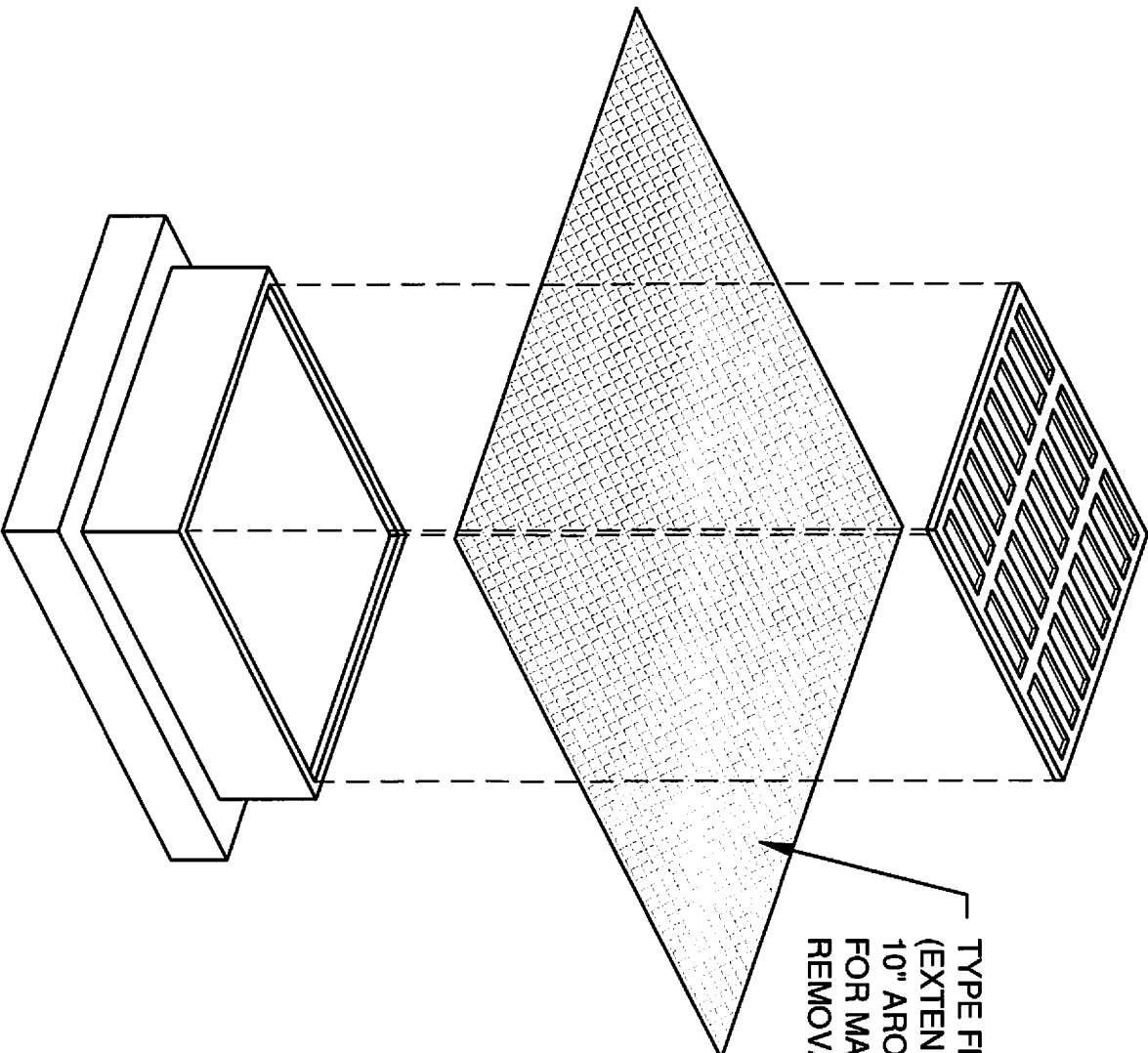
- Within road right-of-way: minimum 12-inch reinforcement, conforming to ASTM C76 or ASTM C507.
- Outside road right-of-way: minimum class III C507 or HDPE ADS N-12.
- Rubber O-ring gasket pipe required.
- Tracer Wire: No. 12 AWG high strength, anodes by Copperhead Utility Locating System catchbasin.

**MANHOLE MATERIALS**

- Design flat top slabs to resist H-20 loading.

REMOVED.

HOLES, OF 3". WHERE NECESSARY, CINCH THE USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE, THE TIES SHALL BE PLACED AT TH MAXIMUM OF 4" FROM THE BOTTOM OF THE BA



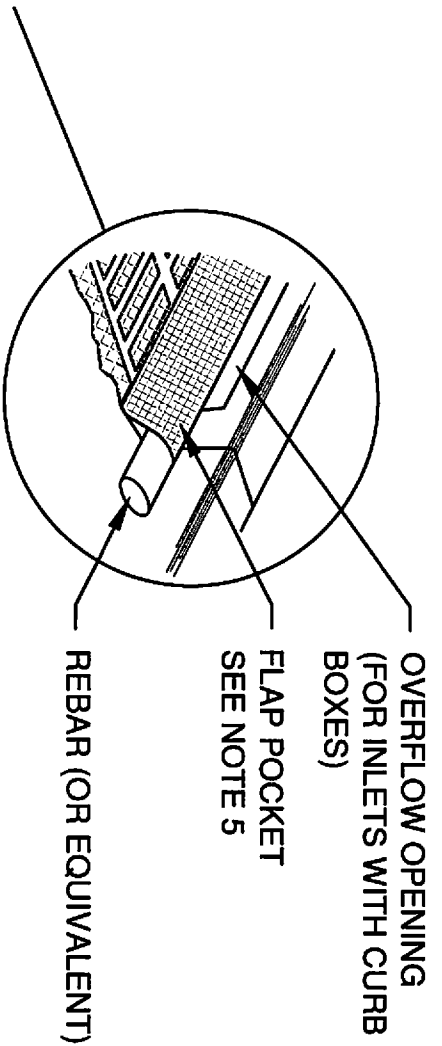
TYPE FF GEOTEXTILE FABRIC  
(EXTEND FABRIC A MINIMUM OF  
10" AROUND GRATE PERIMETER  
FOR MAINTENANCE OR  
REMOVAL)

LEN  
DIMEN

FRONT LIFTI  
SEI

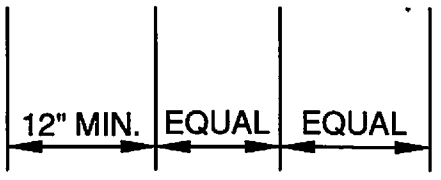
MINIMUM DOUBLES  
SEAMS ALL AROL  
PIECES AND ON FLAP P.

# INLET PROTECTION, TYPE B (WITHOUT CURRB BOX)



FLAP POCKET  
SEE NOTE 5

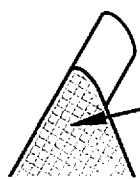
USE REBAR, STEEL PIPE OR  
2" X 2" FOR REMOVAL



TAPER BOTTOM OF BAG TO  
MAINTAIN 3.0" SEPARATION  
BETWEEN THE BAG AND THE  
STRUCTURE AT THE OVERFLOW  
HOLES.

SIDE FLAP  
SEE NOTE 4  
  
LENGTH AND WIDTH  
DIMENSIONS SHALL BE  
PER PLAN

FRONT LIFTING FLAP  
SEE NOTE 3



INTERIOR FLAP STITCHING -

TYPE FF GEOTEXTILE FABRIC -  
(FRONT, BACK AND BOTTOM TO  
BE A SINGLE PIECE OF FF  
FABRIC)

4" X 6" OPENINGS WITH ROUNDED -  
CORNERS SHALL BE HEAT CUT (ONE  
HOLE ON EACH OF THE FOUR SIDES)

**CII TED CADDIS TYPE**

1. USE WELL GRADED COURSE AGGREGATE CONFORMING TO AASHTO M 28.1  
SEWING YARN FOR STRENGTH AND DURABILITY

2. USE WELL GRADED COURSE AGGREGATE CONFORMING TO AASHTO M 28.1 GRADATION REQUIREMENTS

SIEVE SIZE	AASHTO
2 INCH (50 mm)	S
1 1/2 INCH (37.5mm)	
1 INCH (25.0 mm)	
3/4 INCH (19.0mm)	
3/8 INCH (9.5mm)	
No. 4 (4.75mm)	
No. 8 (2.36mm)	

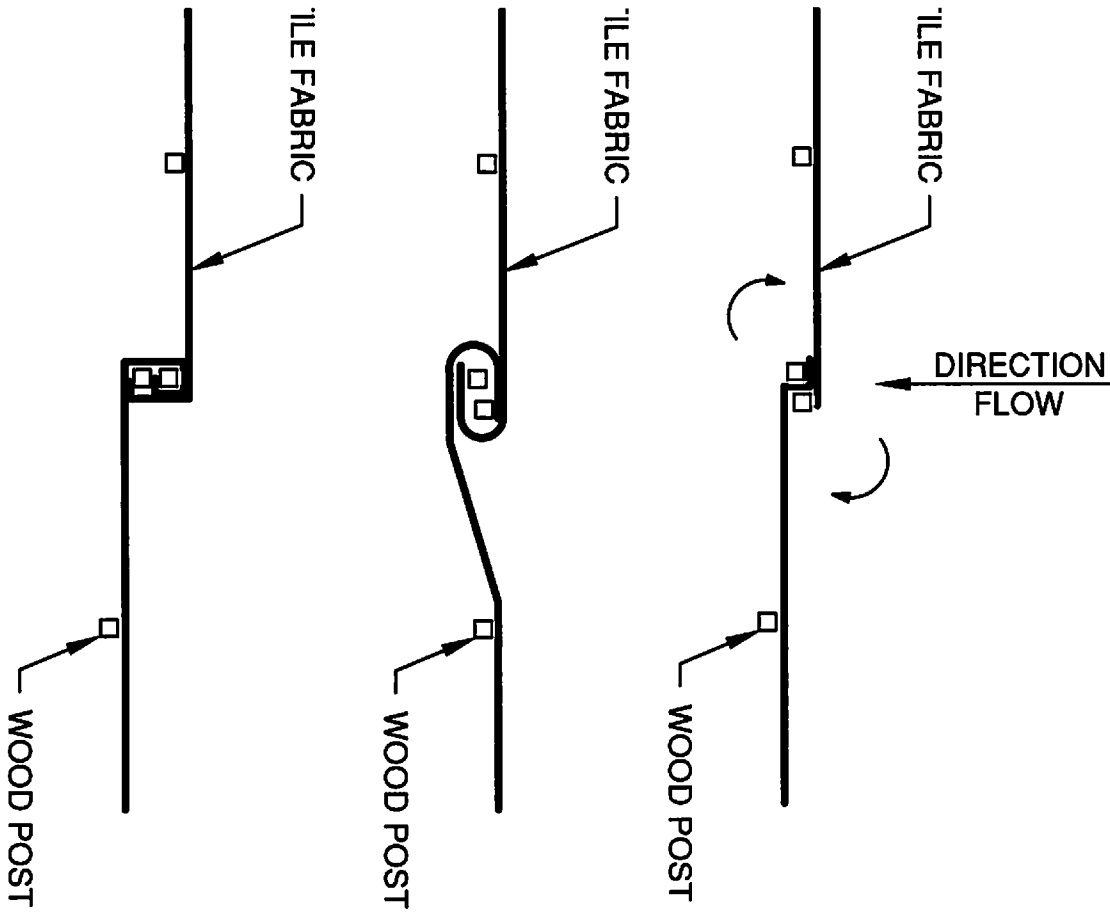
(1) SIZE No. ACCORDING TO AASHTO

RO

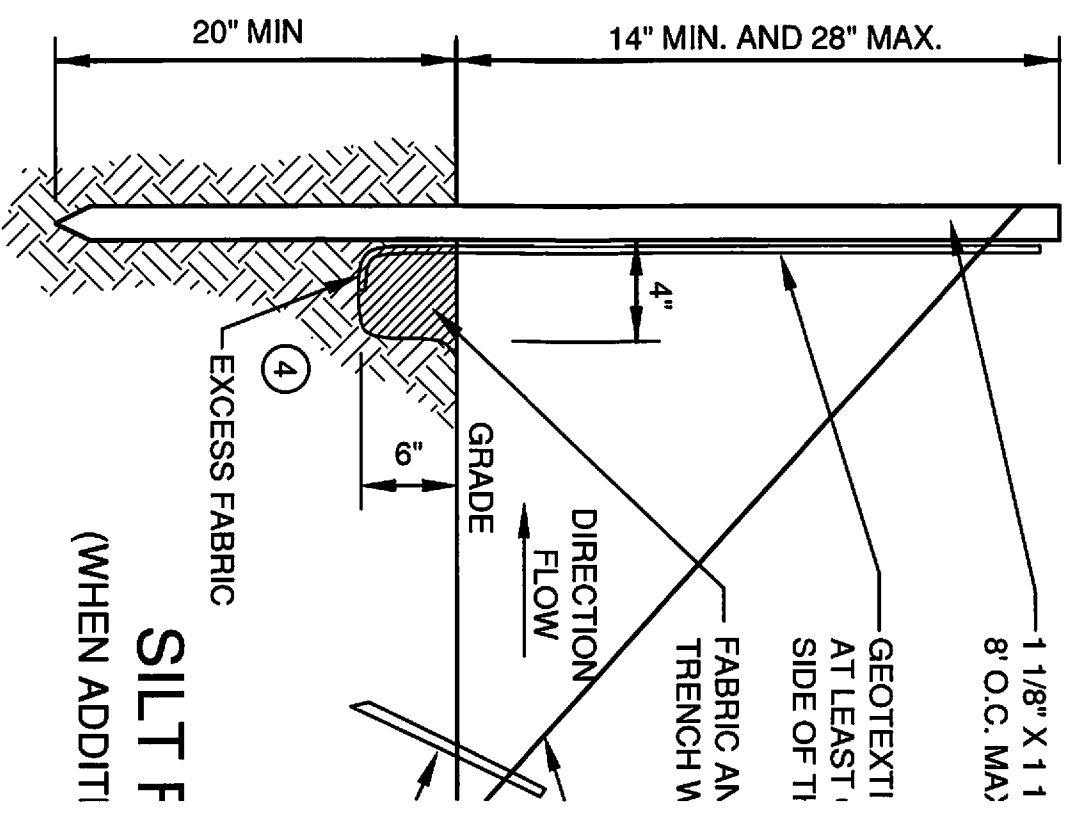
## DITCH CHECK GENERAL NOTES:

1. DITCH CHECKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1062.
2. AT A MINIMUM, INSTALL ONE DITCH CHECK FOR EVERY 2 FEET OF VERTICAL DROP.

SUPPORT COMPONENTS



# SILT FENCE DETAIL



NOTE:  
ADDITIONAL POST DEPTH OR  
BACKS MAY BE REQUIRED IN  
UNSTABLE SOILS.

FLOW DIRECTION

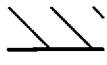
## TWIST METHOD <sup>8</sup>

**EROSION CONTROL SHEET**  
1. ANY SOIL STOCKPILED THAT REMAINS FOR MORE THAN 30 DAYS SHOULD BE MULCHED.

**SILT FENCE DETAIL**  
(WHEN ADDITIONAL POST DEPTH OR BACKS ARE REQUIRED IN UNSTABLE SOILS.)

EXISTING STABILIZED SURFACE

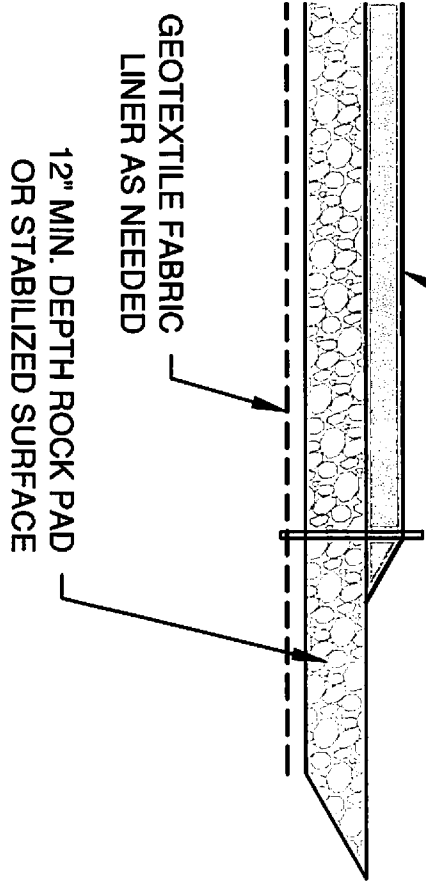
CULVERT NEEDLE



NEW

REQUIRED  
STRUCTURE

MANUFACTURED TRACKOUT  
CONTROL DEVICE INSTALLED  
PER MANUFACTURER



EXISTING  
STABILIZED  
SURFACE

CULVERT  
NEEDED



NEW

MANUFACTURER'S SPECIFICATIONS WHILE ALSO MEETING  
WIDTH DESCRIBED IN THIS TECHNICAL STANDARD.

STATEMENT PRACTICE.

TO BE ACCEPTABLE SUCH THAT RUTTING IS MINIMIZED AS  
PER TRACKOUT CONTROL DEVICE.

TRAFFIC LOADING.

TRACKOUT CONTROL DEVICE. STONE TRACKING PAD  
RECOMMENDED. A 12' MINIMUM CAN BE USED WHEN EXITING

**NOTES:**

1. USE HARD, DURABLE, ANGULAR STONE

SIEVE

- 1. 1/2"
- 2. 3/4"
- 3. 1"
- 3. 1 1/2"

2. SLOPE THE STONE TRACKING PAD

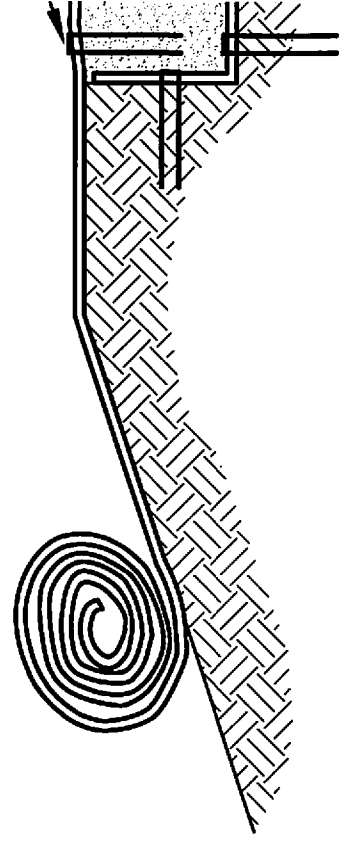
3. SELECT FABRIC TYPE BASED ON STONE



FOR END ROLL OVERLAP,  
SEE DETAIL 2, THIS SHEET

OPTIONAL SIDE SEAM OVERLAP,  
SEE DETAIL 8, THIS SHEET

BLANKET TO EXTEND A  
MINIMUM OF 3'-0"  
BEYOND TOE OF SLOPE.  
FOR BOTTOM OF SLOPE  
TERMINATION, SEE  
DETAIL 3, THIS SHEET



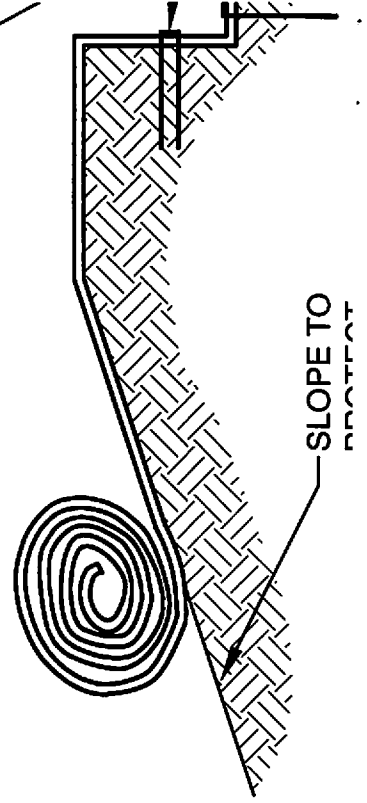
51

# SLOPE TRENCH METHOD "B"

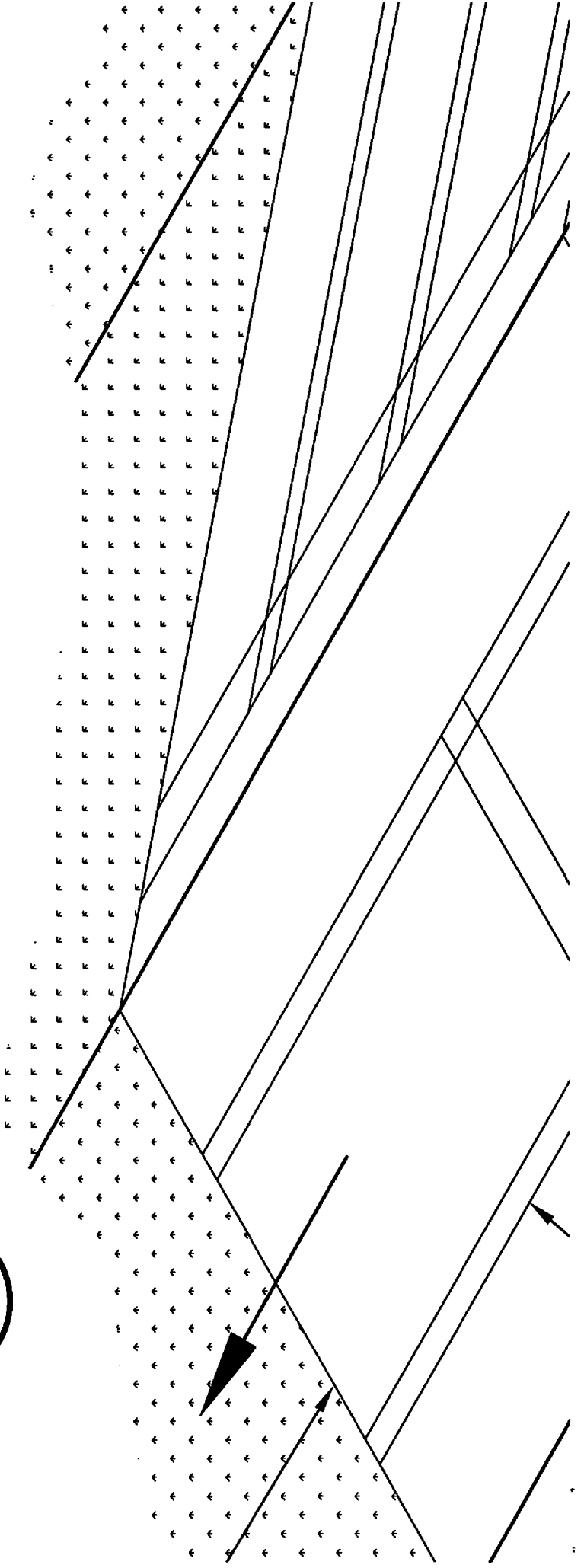
TRENCH APPROX.  
10" WIDE x 8" DEEP

3'-0" MIN.

STAPLE 12" O.C. ALONG  
BLANKET AT SLOPE  
CHANGE

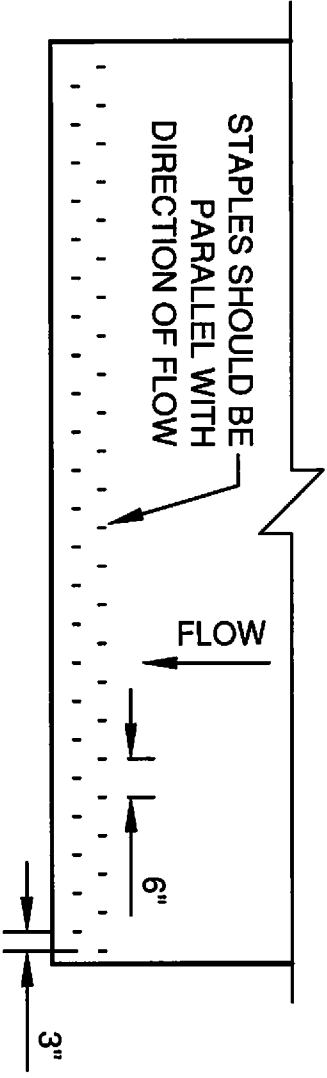
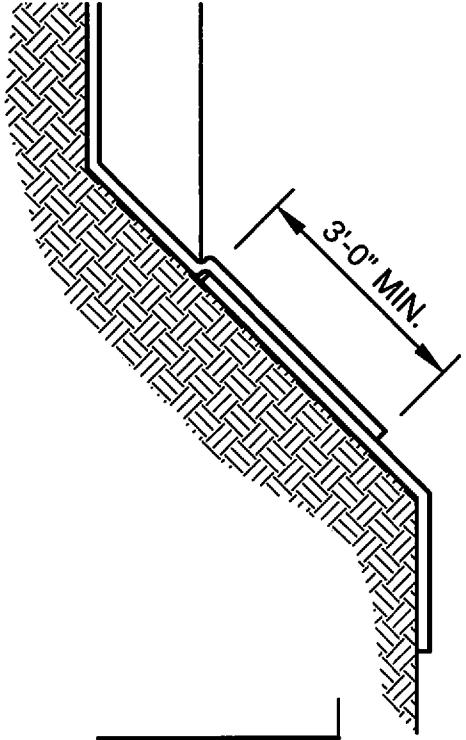


SLOPE TO  
PROTECT



**CHANNEL DETAIL**

1  
21



**CHANNEL TERMINATION PLAN**

4  
21

2

**SIDI  
STA**

PR. BUILDING 1  
9,630 S.F.

PR. BUILDING 2  
9,630 S.F.

OFFICE

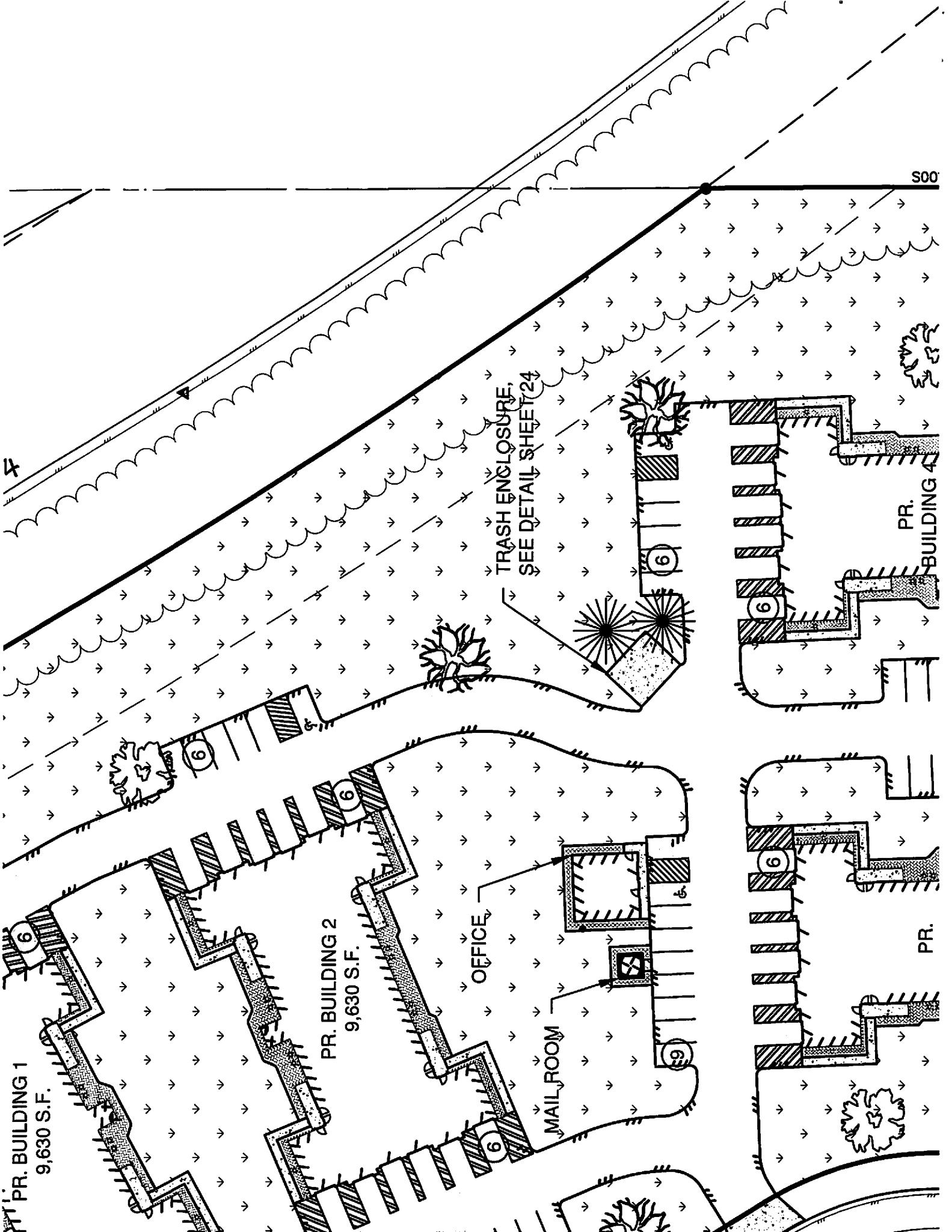
MAIL ROOM

TRASH ENCLOSURE,  
SEE DETAIL SHEET 24

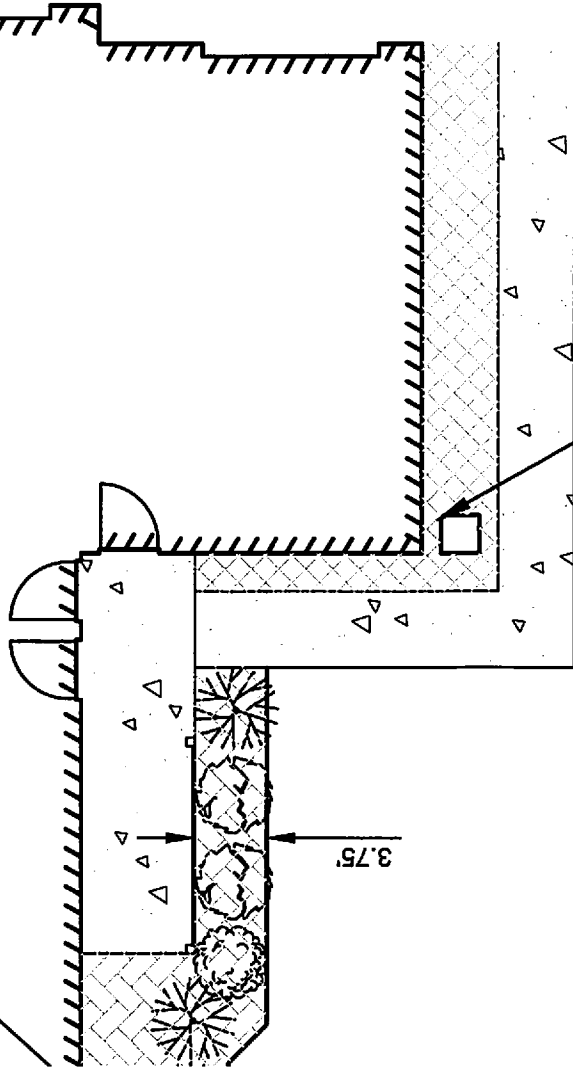
PR. BUILDING 4

PR.

500

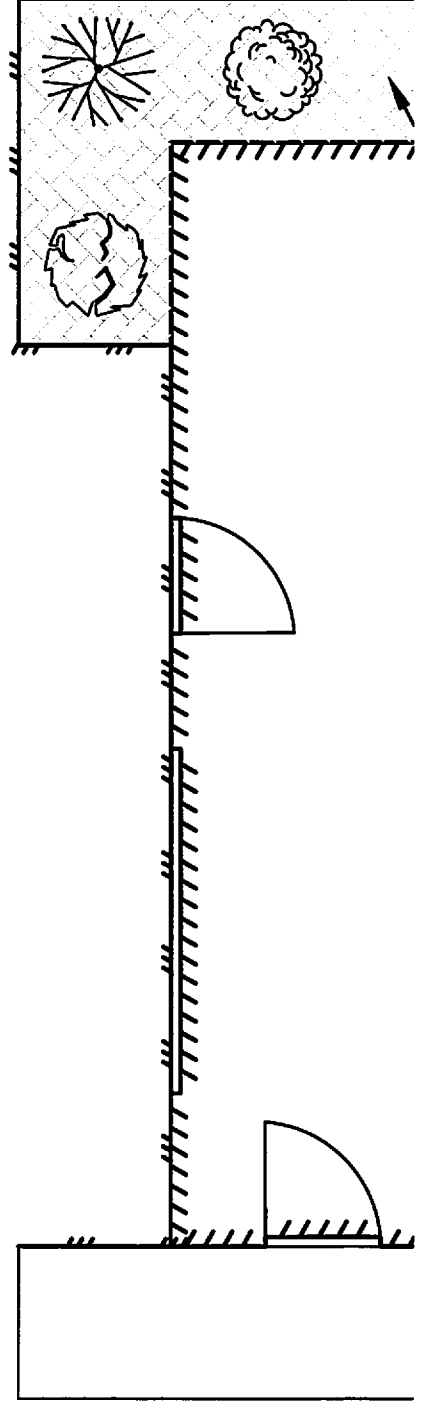


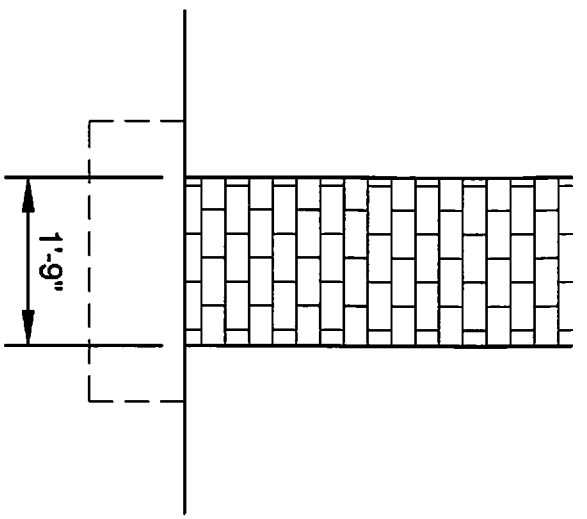
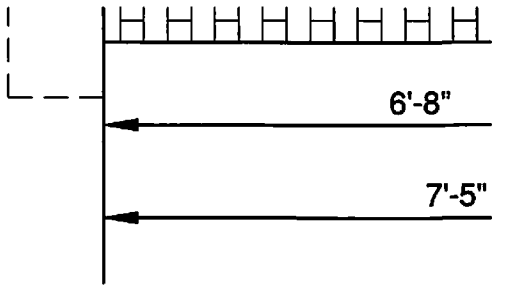
(6) 2' X 2' CONDENSER UNITS



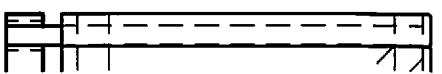
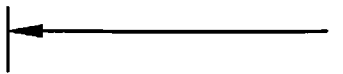
1 1/2" DIA. DECORATIVE STONE  
OVER WEED BARRIER

DETAIL





**SIDE VIEW**



**PRESSURE TREATED 2" X 6" ANGLE BRACE OVER 2" X 6" TOP AND BOTTOM RAILS**