

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), entered into effective as of July \_\_\_\_, 2024 ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and Neumann Developments, Inc. ("Developer/Guarantor"). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

### 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 ("TID") pursuant to Wisconsin Statutes;

**WHEREAS**, the Developer, pursuant to that certain offer to purchase with a private entity for the property at 1378, 1382, 1388, 1394, 1398, 1381, 1391, 1395 of Tower Hill Pass. 688, 680, 674, 664, 695, 685, 675, 669, 663, 665, 647 Stonefield Lane, is to acquire the Property and develop it;

**WHEREAS**, the Developer 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.

**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. Developer Improvements. Developer shall complete improvements on the property in accordance with the terms, conditions and requirements of EXHIBIT B ("Developer's Improvements"). The plans, specifications and site plans for Developer's Improvements are subject to City approval, and Developer shall not commence construction of Developer's Improvements until such time as the City has approved such plans, specifications and site plans in writing. After the City's approval of Developer'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 Developer's Improvements shall not excuse Developer from complying with any other governmental approvals, permits, ordinances or laws that are applicable to the Property or Developer's Improvements. All work to be performed by the Developer related to Developer'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. Developer 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.

Developer shall be obligated to pay only those fees, construct only those Developer Improvements, and make only those dedications prescribed in this Agreement. Developer shall also reimburse the City for inspection costs attributed to inspection of the Developer Improvements, in accordance with Section 18.04.090 of the City Code of Ordinances. The City will typically contract with a qualified third party to complete inspections; inspection costs shall be billed at a rate equal to actual City contract costs. As an option, the Developer may directly hire and pay for an independent consulting firm, approved by the Director of Public Works to complete inspections of the Developer Improvements. Inspection service costs shall be capped at Thirty-Eight Thousand and no/100 Dollars (\$38,000.00).

Upon approval and acceptance of Developers Improvements, Developer shall dedicate all improvements located within dedicated public lands, rights-of-way, or easements through a "Request for Dedication of Facilities to the City of Whitewater" form (Exhibit C), unless otherwise instructed by the Director of Public Works.

2. City Grant.

(a) Grant Amount. Subject to Section 2(b), the City agrees to provide a grant equaling 90% of the tax increment generated by the Developer's Improvements to the Property. This shall be paid out annually for the remaining years of the TID 14.

(b) Conditions Precedent. Prior to the City's payment of the City Grant, Developer shall satisfy the following conditions:

(i) Provide the City with evidence reasonably satisfactory to the City that Developer owns fee simple title to the Property.

(ii) Provide the City with copies of permits, licenses and other documents as reasonably requested by the City to confirm that Developer 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 Developer's Improvements.

(iii) Provide City with a copy of all plans and complete specifications for construction of Developer's Improvements, which plans and specifications must be reasonably acceptable to City.

(iv) Provide the City with copies of such organizational documents as City shall reasonably require, as well as an incumbency certificate identifying the parties authorized to act on behalf of the Developer.

(v) Obtain occupancy permits or achieve substantial completion for the Developer's Improvements to the Property.

3. Annual Payments The City shall disburse the City Grant in annual increments as specified in Section 2(a). Each annual payment will be contingent upon the successful collection of property tax payments from the Developer's Improvements that generate incremental income to the TID.

(a) Tax Payment Verification. The City shall verify that property tax payments from the Properties with Developer's Improvements have been received and credited to the TID before disbursing any portion of the City Grant. The City shall make the first annual payment of the City Grant no later than ninety (90) days following the verification of the first tax year post-construction. Subsequent payments shall follow the same verification process and schedule annually.

(b) Payment Adjustments. In the event that property tax payments are delayed or not received, the City reserves the right to adjust the payment schedule accordingly. No City Grant payment shall be made until the required tax payments are successfully collected and verified by the City.

(c) Agreement Runs with the Land. 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.

(d) Property Transfer Restrictions. Parties to this agreement cannot transfer this property to a non-tax paying entity without a corresponding payment in lieu of the taxes for the life of the tax increment financing district 11. This payment in lieu of taxes will be based on an assessed value established as if a tax paying entity owned the building.

4. Default.

(a) Events of Default. 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 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) Remedies. 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 Developer. No waiver made by the City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of Developer.

5. Guarantor Obligations. In the event of default of Developer of any payment obligation in this Agreement, Guarantor will discharge such obligation.

6. Miscellaneous.

(a) Changes. 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 Developer and the City, shall be incorporated in written amendments to this Agreement.

(b) Approvals in Writing. 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.

(c) Notices and Demands. 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 dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:



In the case of the Developer:

NEWMAN DEVELOPMENTS, INC.  
Attn: Steve DeCleene  
N27 W24025 Paul Court,  
Pewaukee, WI 53072  
steve@neumanncompanies.com  
262-894-3759

In the case of the City:

City of Whitewater  
Attn: Taylor Zeinert, CDA Director  
312 W. Whitewater Street  
P.O. Box 178  
Whitewater, WI 53190  
Email: [tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)  
Phone: 262-473-0148

With a Copy to:

Jonathan K. McDonell, City Attorney  
Harrison, Williams & McDonell, LLP  
452 West Main Street  
Whitewater, WI 53190  
Email: [jm@hmattys.com](mailto:jm@hmattys.com)  
Phone: 262-473-7900

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

(e) Completeness of Agreement. 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 hereto, 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) Matters to be Disregarded. 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) Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(h) Recording of Agreement. 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 Jefferson County, Wisconsin.

(i) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

(j) Ambiguities Not Construed. The Developer 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.

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

**CITY OF WHITEWATER**

By: \_\_\_\_\_  
John S. Weidl, City Manager

Attest: \_\_\_\_\_  
Heather Boehm, City Clerk

**DEVELOPER:**

NEUMANN DEVELOPMENTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
COUNTY OF WALWORTH)

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of July, 2024, the above-named John S. Weidl, City Manager, and Heather Boehm, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, Wisconsin, and to me known to be the persons who executed the foregoing agreement on behalf of said City as its duly-authorized act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Walworth County, State of Wisconsin  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of July, 2024, the above-named \_\_\_\_\_ of Newmann Developments, Inc., to me known to be the person who executed the foregoing agreement on behalf of Newmann Developments, Inc. as its duly-authorized act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and Lots 118, 119, 120, 121, 122, 123, 124, 125, 126, Park Crest Subdivision, City of Whitewater, Jefferson County, Wisconsin.

Tax Key Nos.

- 292-0515-3141-034 (Lot 44)
  - 292-0515-3141-035 (Lot 45)
  - 292-0515-3141-036 (Lot 46)
  - 292-0515-3141-037 (Lot 47)
  - 292-0515-3141-038 (Lot 48)
  - 292-0515-3141-039 (Lot 49)
  - 292-0515-3141-040 (Lot 50)
  - 292-0515-3141-041 (Lot 51)
  - 292-0515-3141-042 (Lot 52)
  - 292-0515-3141-043 (Lot 53)
  - 292-0515-3141-092 (Lot 118)
  - 292-0515-3141-093 (Lot 119)
  - 292-0515-3141-094 (Lot 120)
  - 292-0515-3141-095 (Lot 121)
  - 292-0515-3141-096 (Lot 122)
  - 292-0515-3141-097 (Lot 123)
  - 292-0515-3141-098 (Lot 124)
  - 292-0515-3141-099 (Lot 125)
  - 292-0515-3141-100 (Lot 126)
-

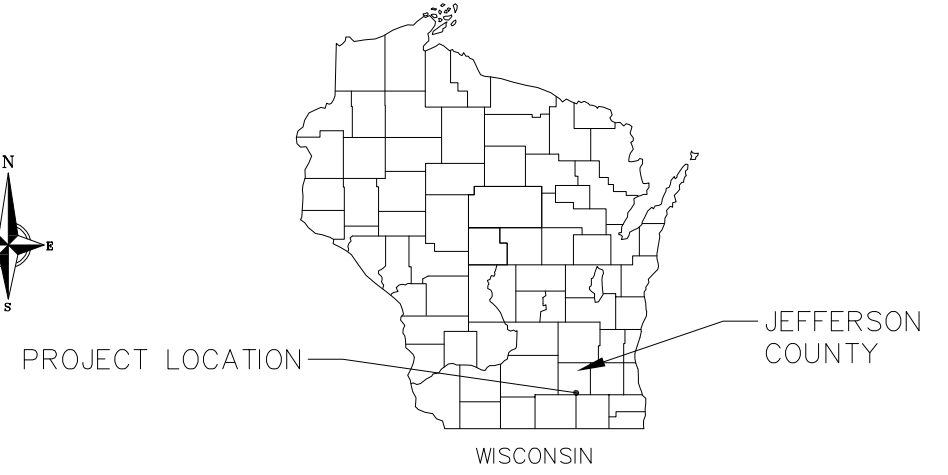
**EXHIBIT B**

**Developer's Improvements**

DRAFT

# PARK CREST SUBDIVISION - PHASE 4

CITY OF WHITEWATER  
JEFFERSON COUNTY, WISCONSIN



Sheet List Table	
Sheet Number	Sheet Title
1	TITLE SHEET
2	GENERAL NOTES AND LEGEND
3	EXISTING CONDITIONS AND DEMOLITION PLAN
4	GRADING AND EROSION CONTROL PLAN
5	INTERSECTION GRADING PLAN
6	UTILITY PLAN
7	PLAN AND PROFILE
8	PLAN AND PROFILE
9	PLAN AND PROFILE
10	PLAN AND PROFILE
11	PLAN AND PROFILE - BASIN
12	PLAN AND PROFILE - BASIN
13	CONSTRUCTION DETAILS
14	CONSTRUCTION DETAILS
15	CONSTRUCTION DETAILS

SITE BENCHMARKS

- ① BM #1  
HYDRANT ARROW BOLT  
WESTERN CORNER OF BLUE MOUNDS  
DRIVE AND TOWER HILL PASS  
ELEV = 826.02
- ② BM #2  
HYDRANT ARROW BOLT  
NORTHERN CORNER OF STONEFIELD  
LANE AND BLOOMINGFIELD DRIVE  
ELEV = 822.04



**Dial 811 or (800) 242-8511**  
www.DiggersHotline.com

THE LOCATION OF EXISTING UTILITIES, BOTH UNDERGROUND AND OVERHEAD ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT, BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.

CALL DIGGER'S HOTLINE  
1-800-242-8511

TITLE SHEET  
PARK CREST SUBDIVISION - PHASE 4  
CITY OF WHITEWATER  
JEFFERSON COUNTY, WISCONSIN

REVISIONS		NO.	DATE	REMARKS

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DATE 08/01/2018

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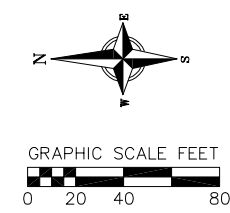
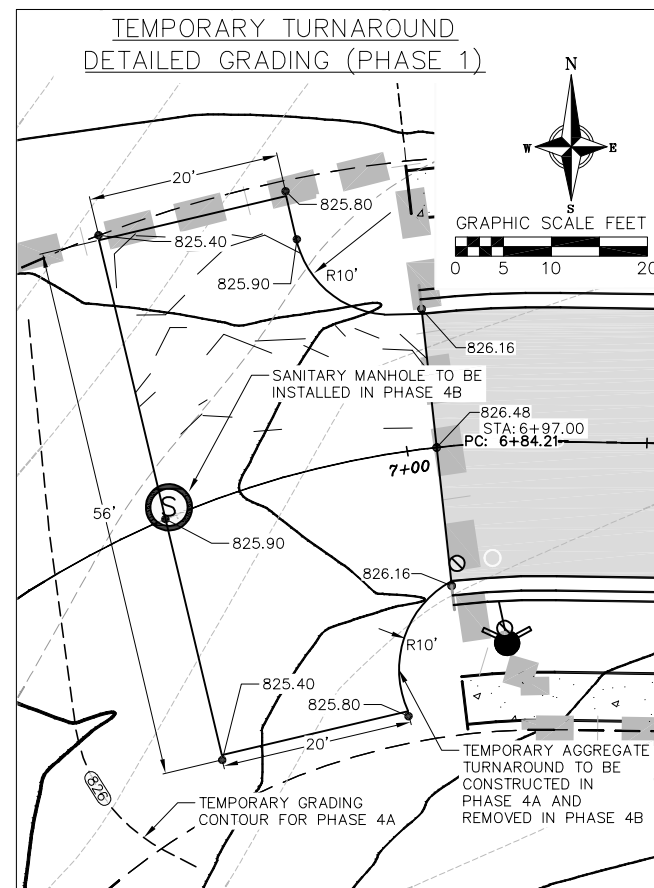
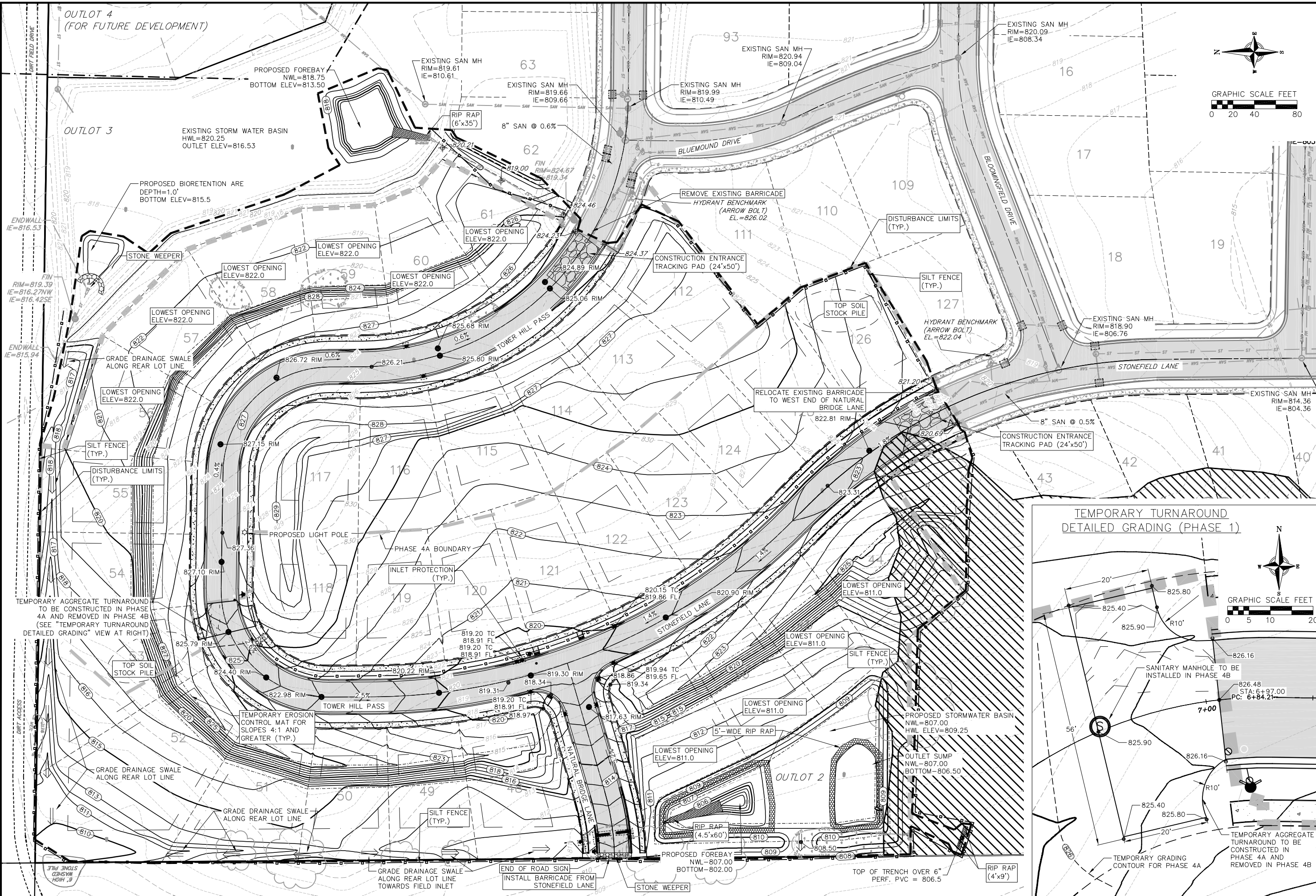
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GRADING AND EROSION CONTROL PLAN

PARK CREST SUBDIVISION - PHASE 4  
CITY OF WHITEWATER  
JEFFERSON COUNTY, WISCONSIN

**vierbicher**  
planners | engineers | advisors  
Phone: (800) 261-3898

NO.	DATE	REVISIONS	REMARKS

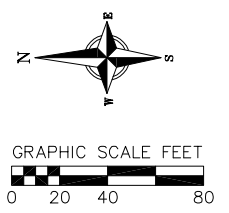
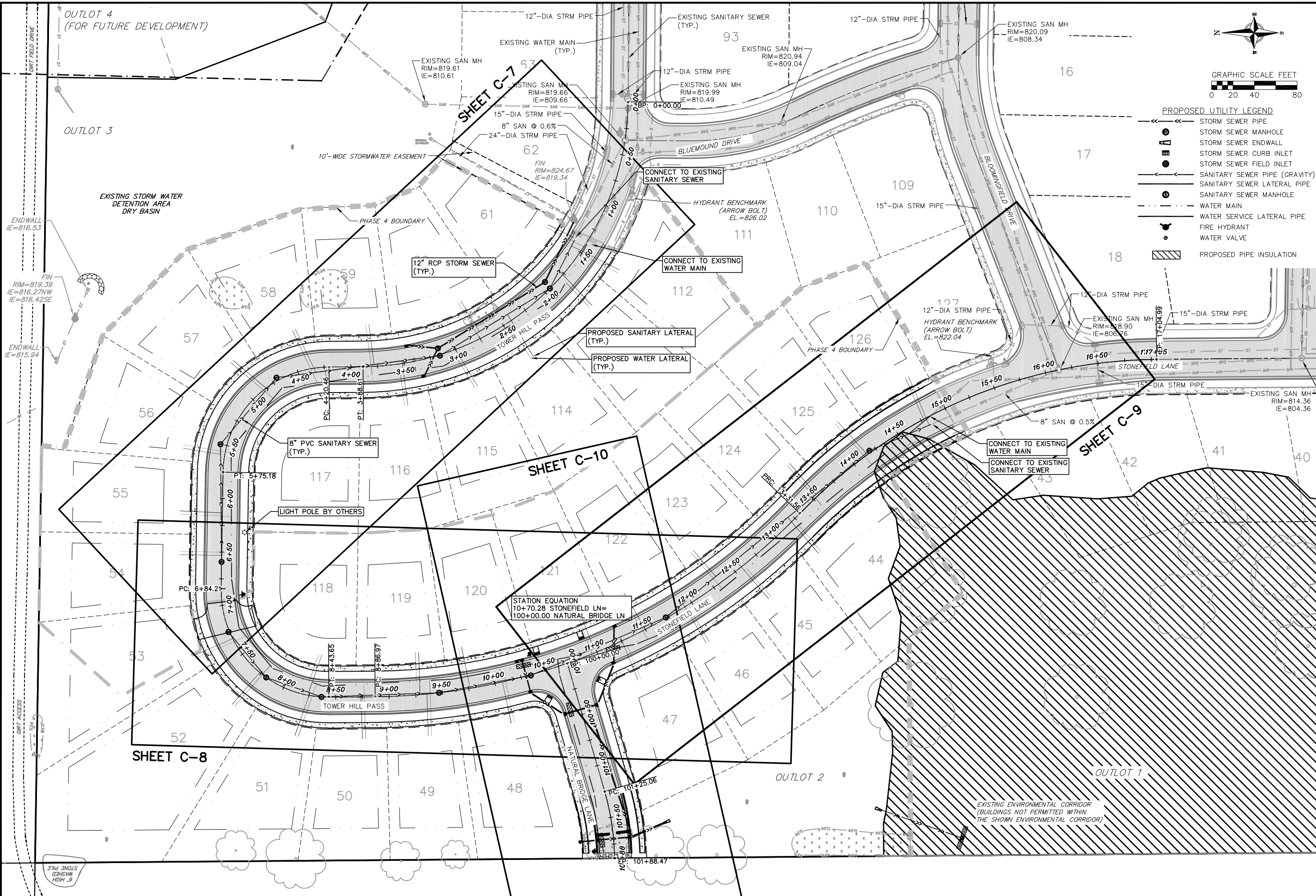
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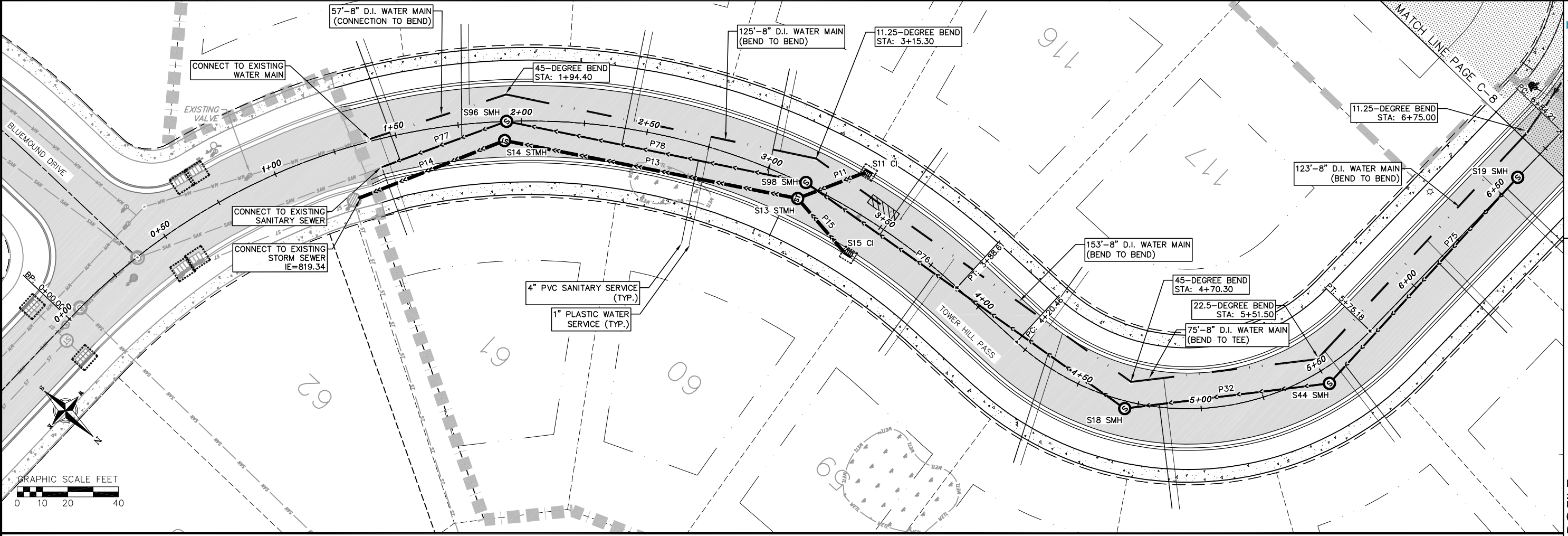
- PROPOSED UTILITY LEGEND**
- STORM SEWER PIPE
  - STORM SEWER MANHOLE
  - STORM SEWER ENDWALL
  - STORM SEWER CURB INLET
  - STORM SEWER FIELD INLET
  - SANITARY SEWER PIPE (GRAVITY)
  - SANITARY SEWER LATERAL PIPE
  - SANITARY SEWER MANHOLE
  - WATER MAIN
  - WATER SERVICE LATERAL PIPE
  - FIRE HYDRANT
  - WATER VALVE
  - ▨ PROPOSED PIPE INSULATION

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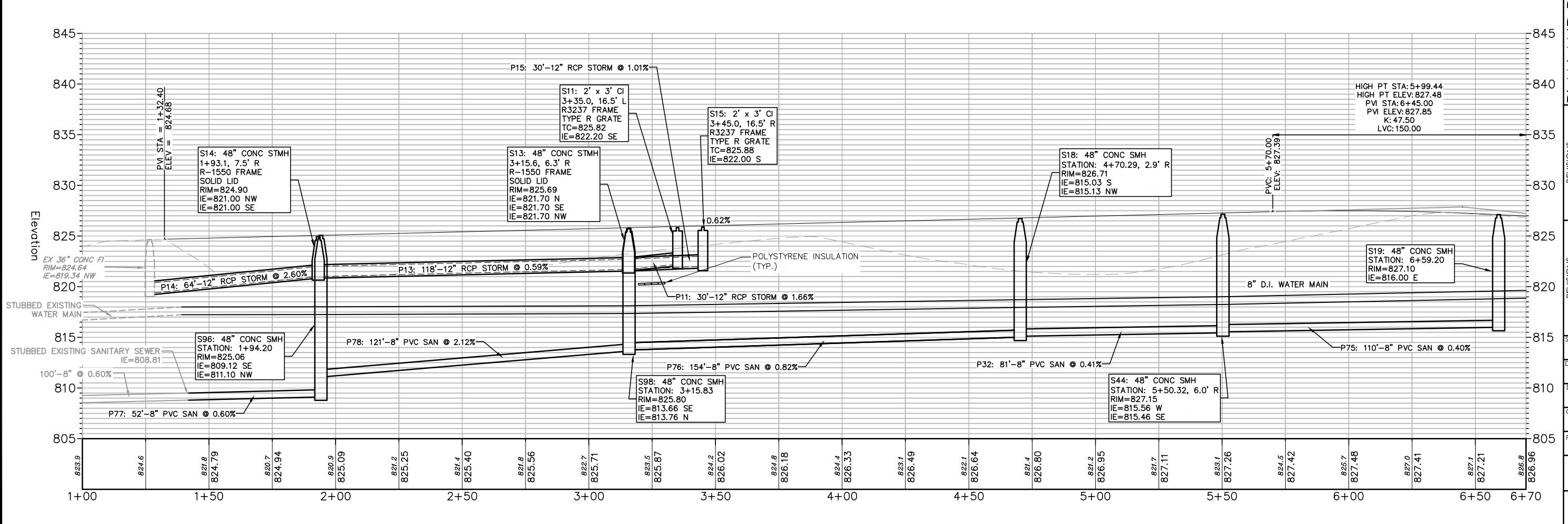
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**PLAN AND PROFILE**  
 PARK CREST SUBDIVISION - PHASE 4  
 CITY OF WHITEWATER  
 JEFFERSON COUNTY, WISCONSIN

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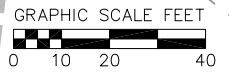
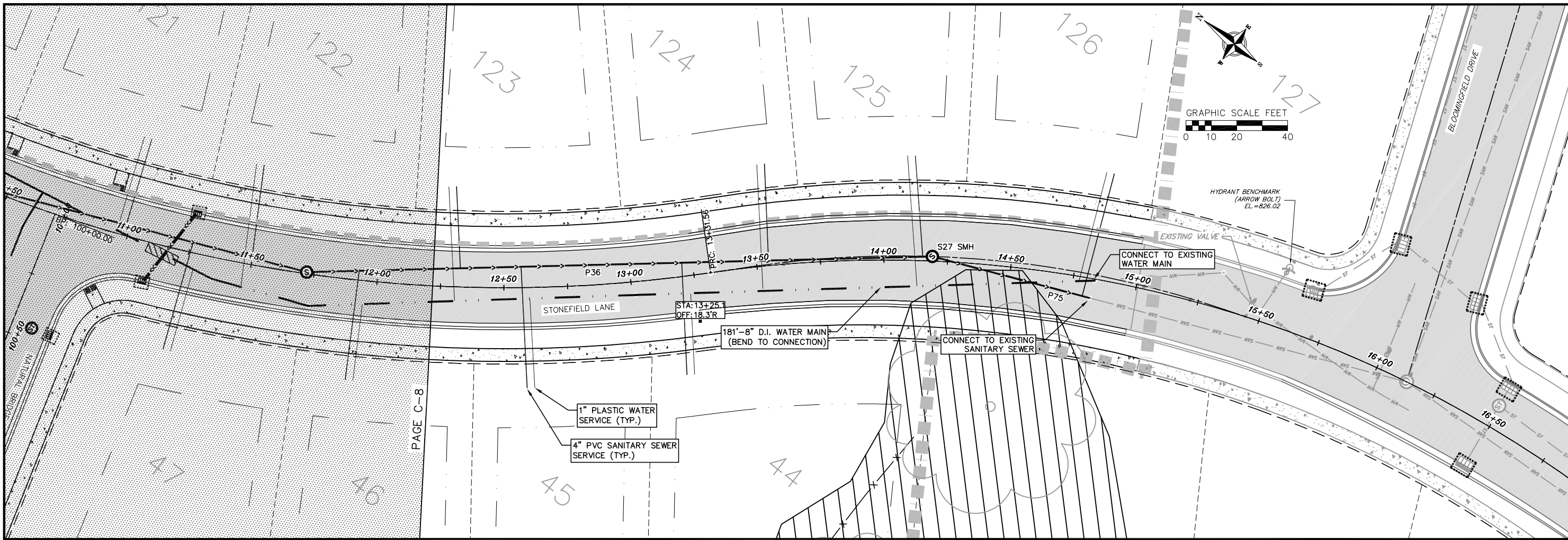
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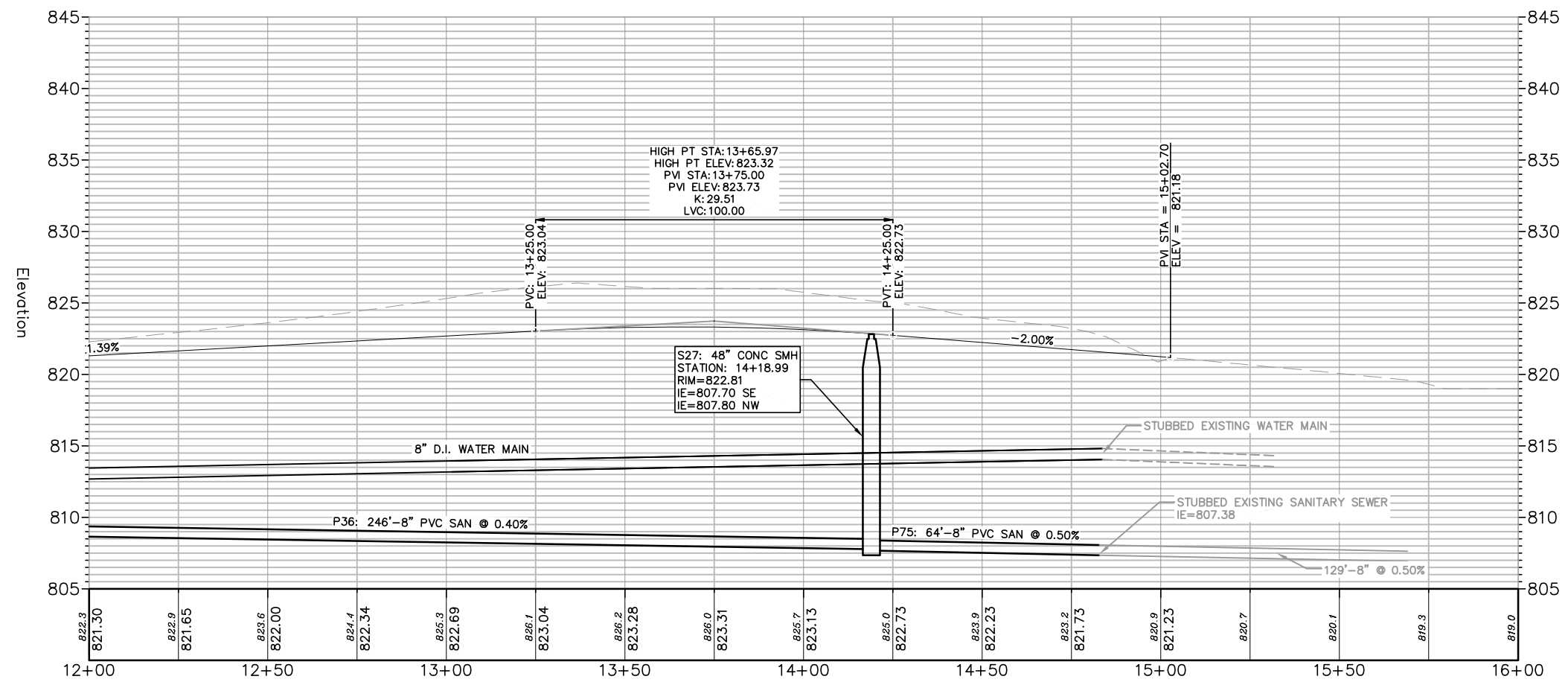








HYDRANT BENCHMARK  
(ARROW BOLT)  
EL. = 826.02



**PLAN AND PROFILE**  
PARK CREST SUBDIVISION - PHASE 4  
CITY OF WHITEWATER  
JEFFERSON COUNTY, WISCONSIN

REVISIONS	
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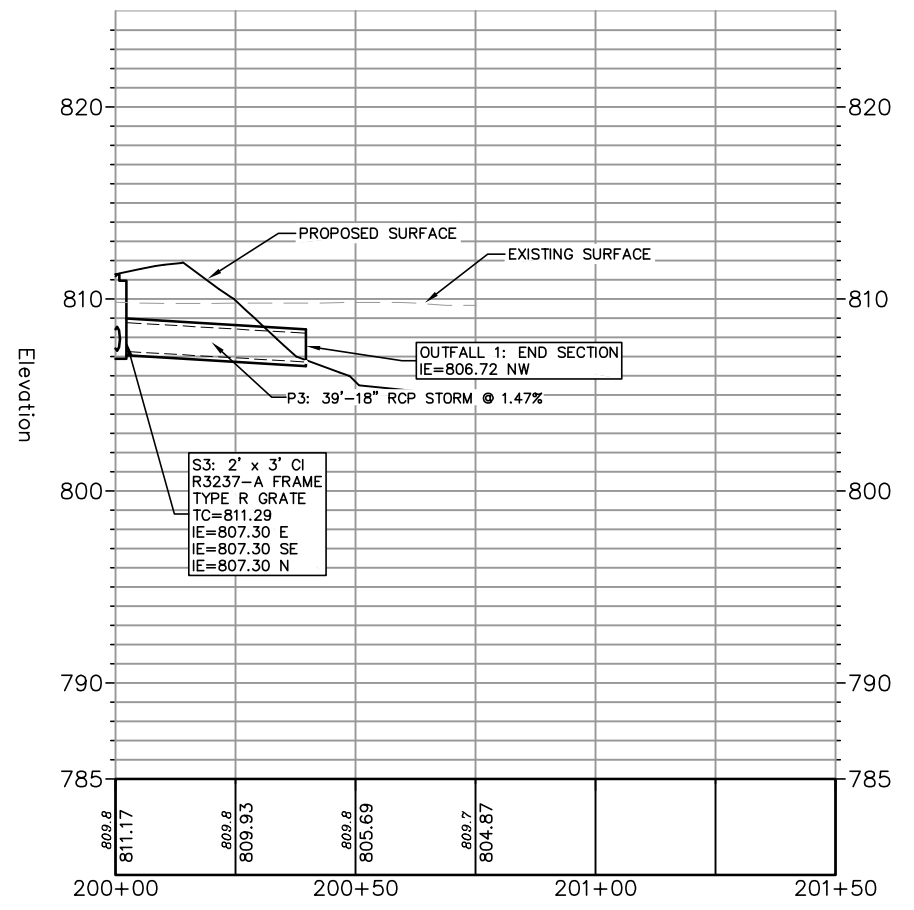
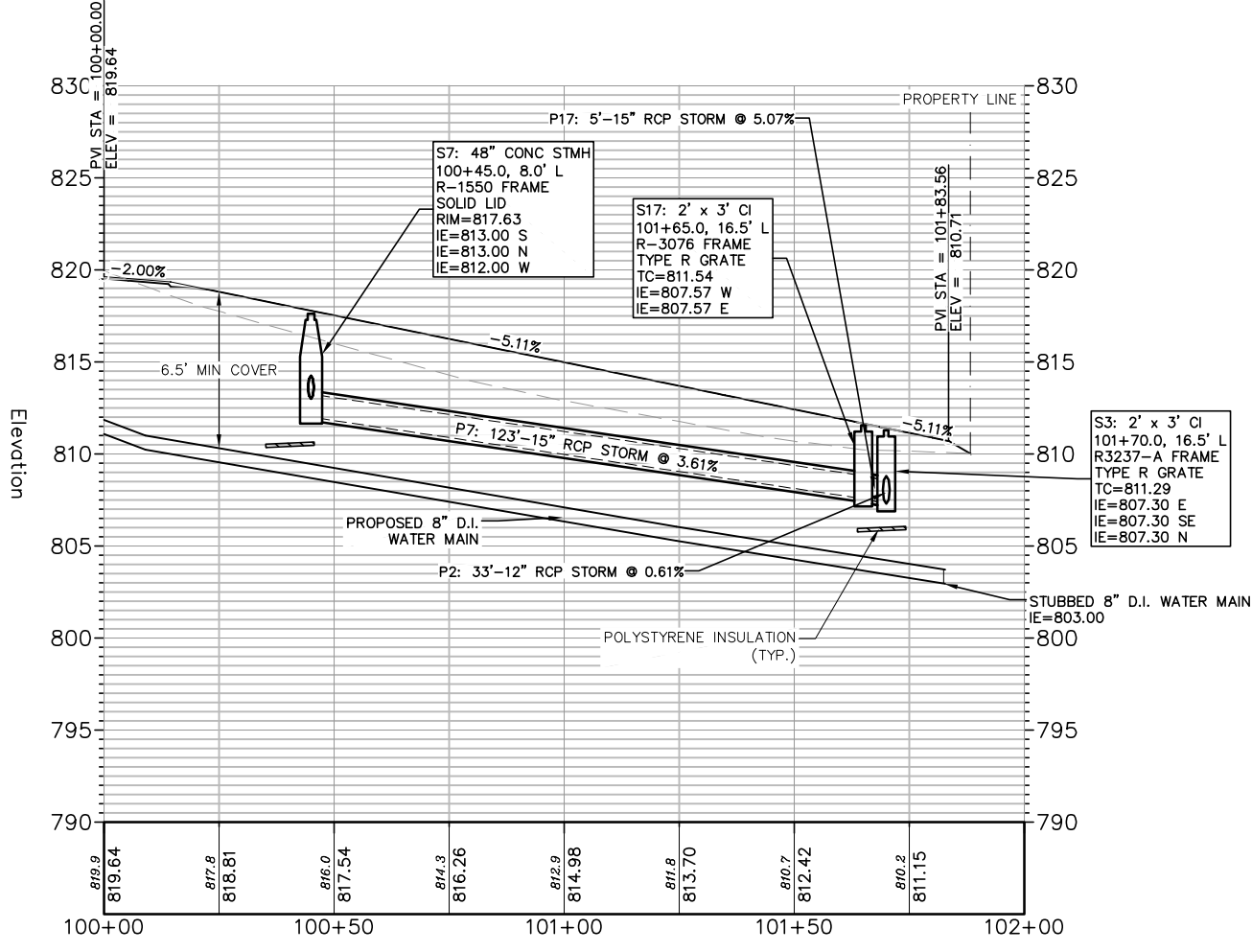
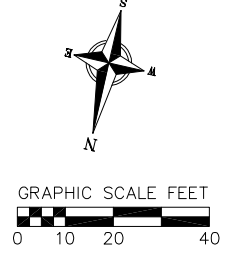
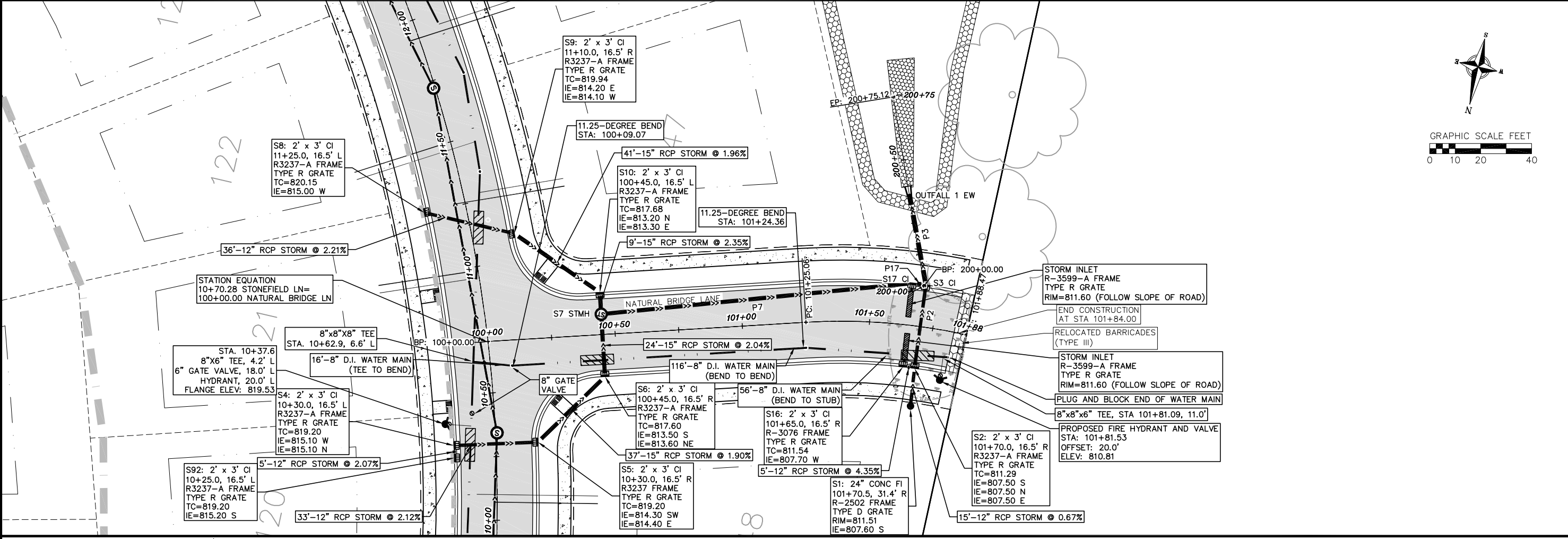
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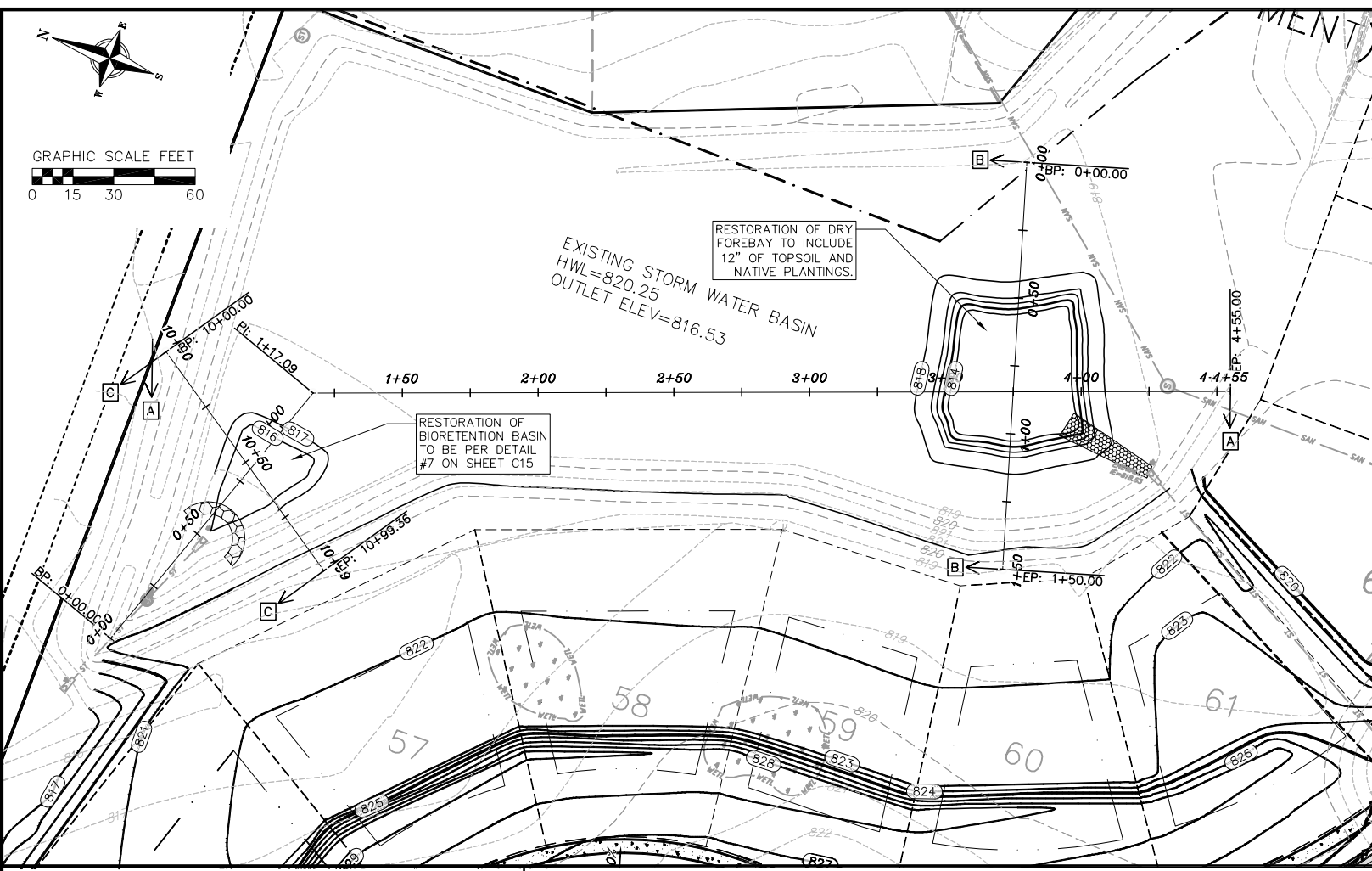
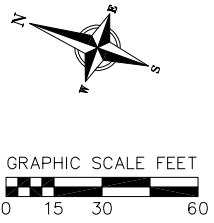
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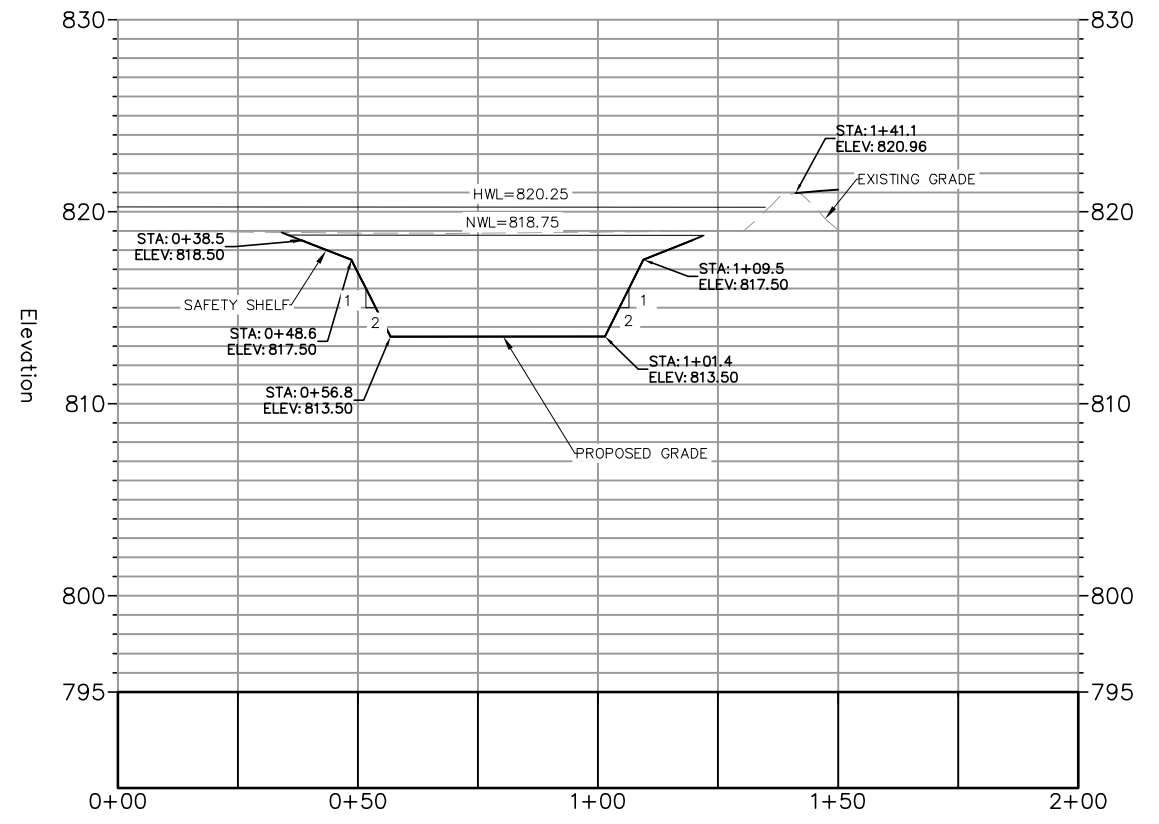
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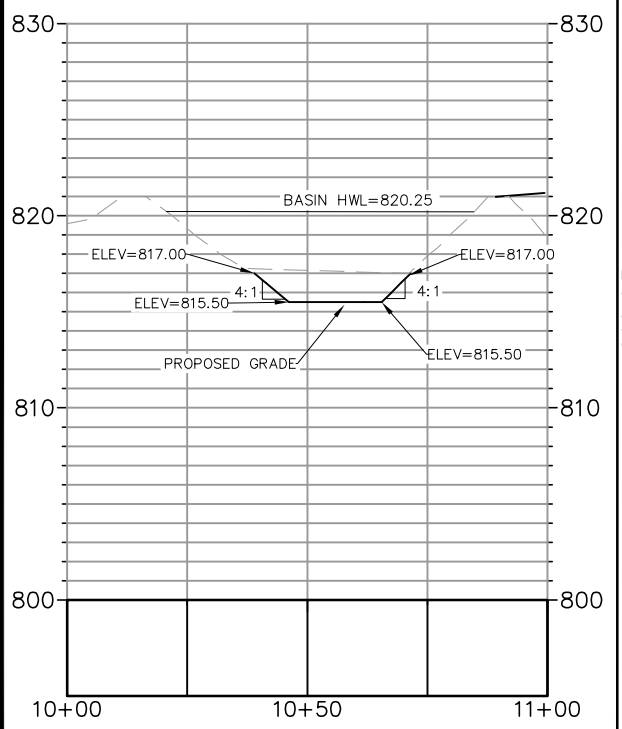
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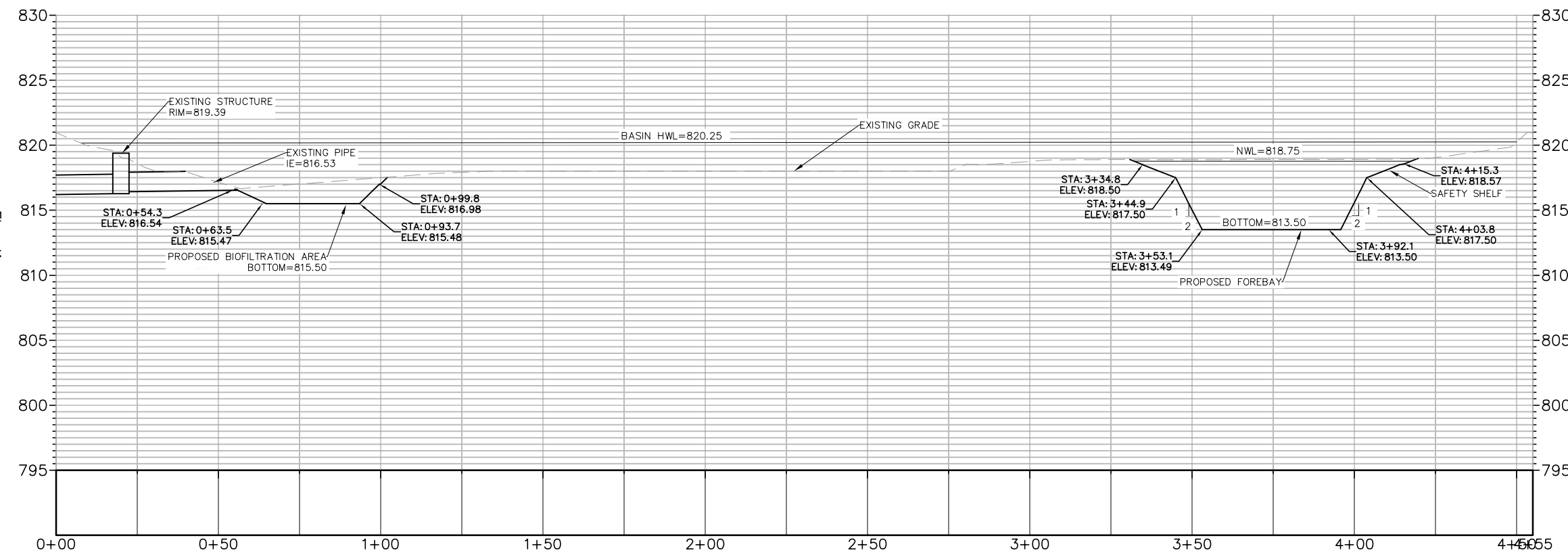
PROFILE VIEW B-B



PROFILE VIEW C-C



PROFILE VIEW A-A



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PLAN AND PROFILE - BASIN  
PARK CREST SUBDIVISION - PHASE 4  
CITY OF WHITEWATER  
JEFFERSON COUNTY, WISCONSIN

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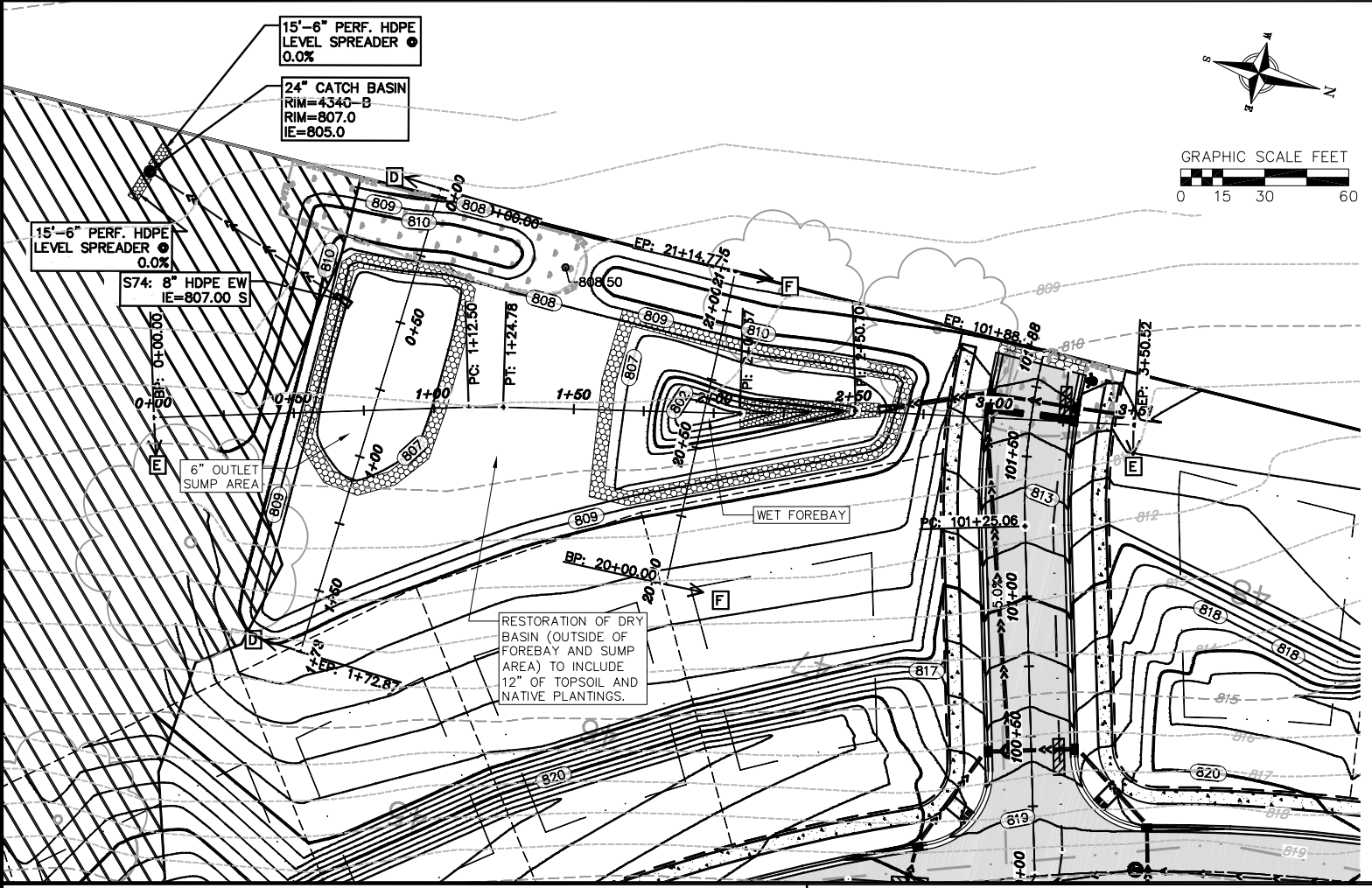
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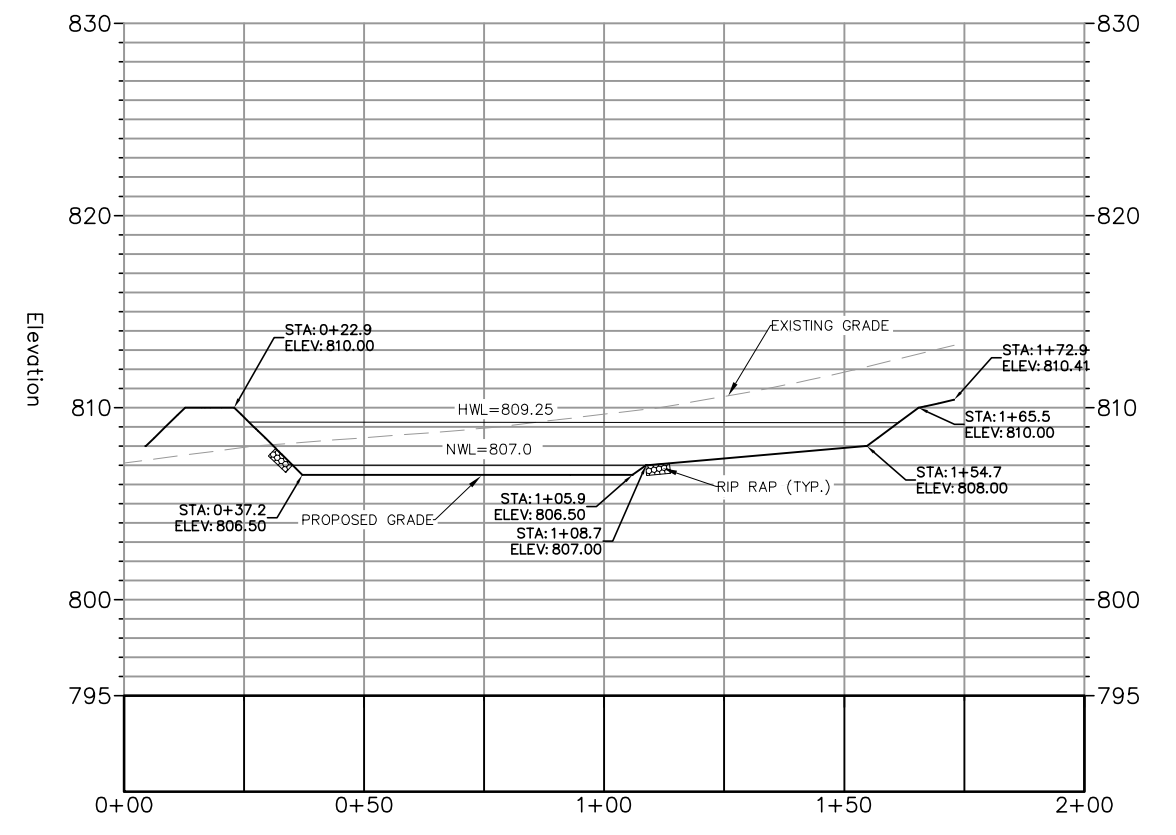
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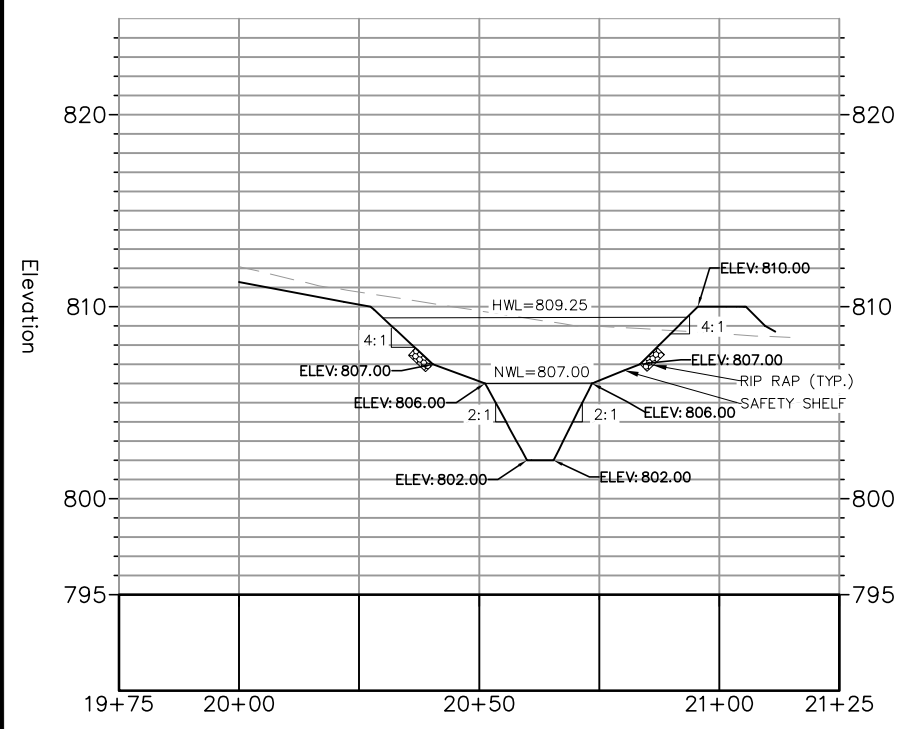
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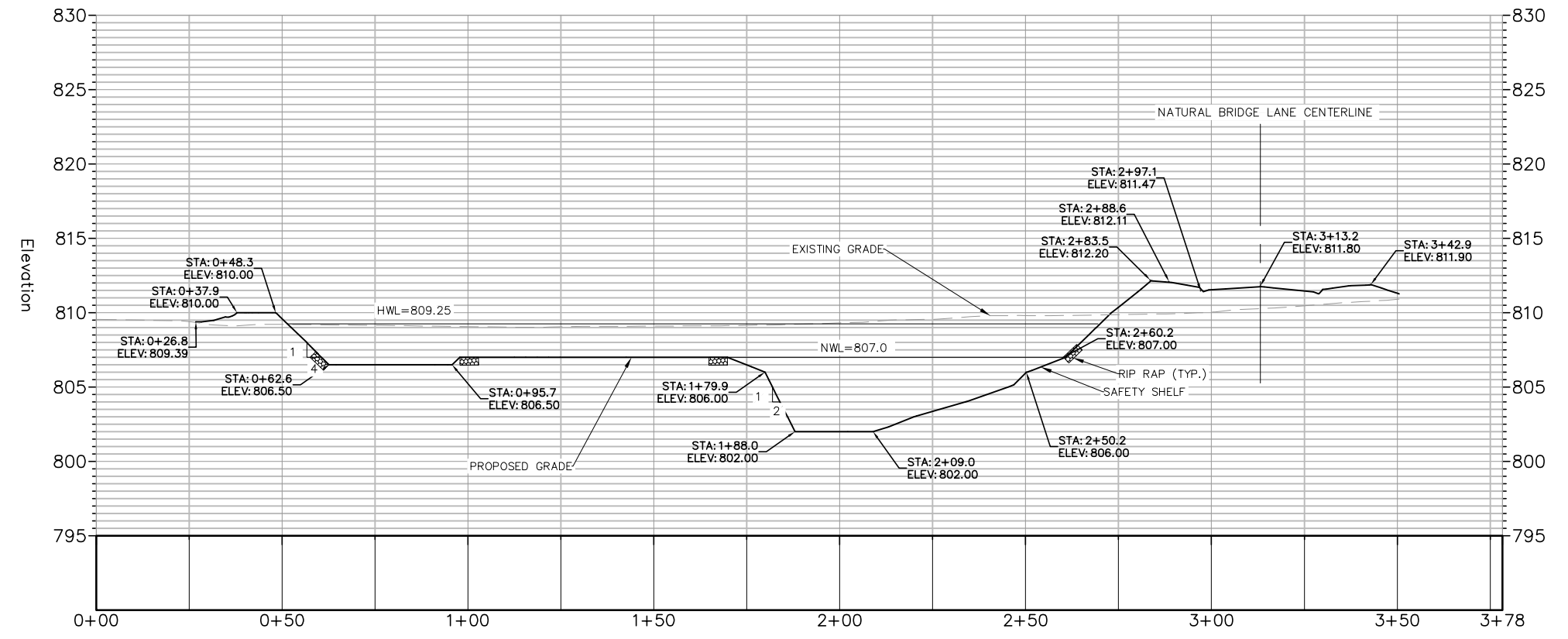
PROFILE VIEW D-D



PROFILE VIEW F-F



PROFILE VIEW E-E



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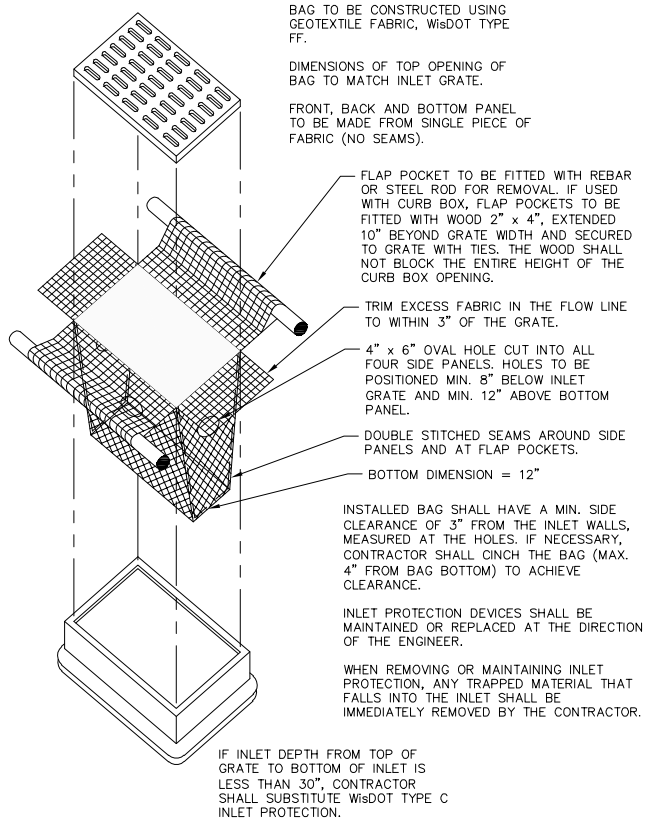
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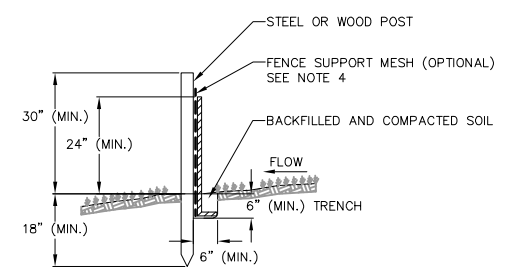


## EROSION CONTROL MEASURES

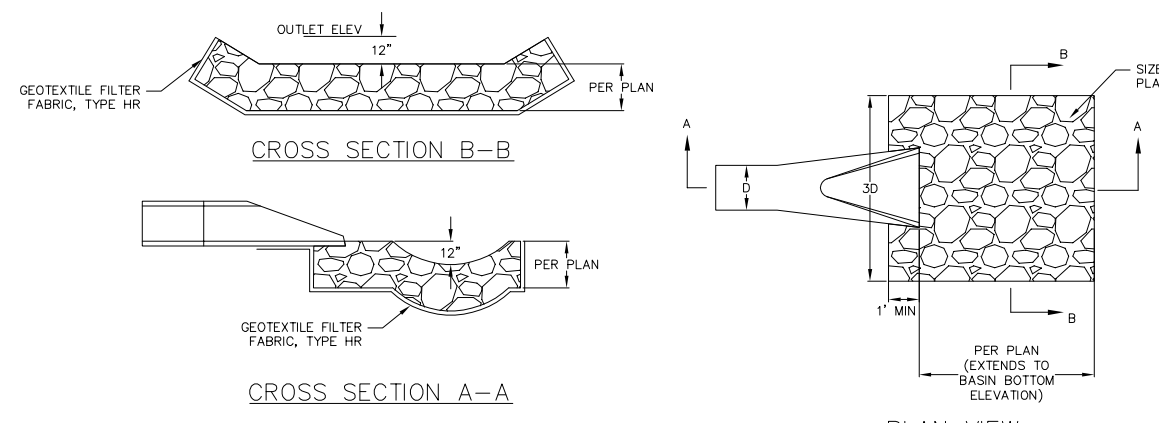
1. EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE CITY OF WHITEWATER EROSION CONTROL ORDINANCE AND CHAPTER NR 216 OF THE WISCONSIN ADMINISTRATIVE CODE.
2. CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH WISCONSIN DNR TECHNICAL STANDARDS (<http://dnr.wi.gov/runoff/stormwater/techstds.htm>) AND WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK.
3. INSTALL SEDIMENT CONTROL PRACTICES (TRACKING PAD, PERIMETER SILT FENCE, SEDIMENT BASINS, ETC.) PRIOR TO INITIATING OTHER LAND DISTURBING CONSTRUCTION ACTIVITIES.
4. THE CONTRACTOR IS REQUIRED TO MAKE EROSION CONTROL INSPECTIONS AT THE END OF EACH WEEK AND WHEN 0.5 INCHES OF RAIN FALLS WITHIN 24 HOURS. INSPECTION REPORTS SHALL BE PREPARED AND FILED AS REQUIRED BY THE DNR AND/OR CITY. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.
5. EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.
6. A 3" CLEAR STONE TRACKING PAD SHALL BE INSTALLED AT THE END OF ROAD CONSTRUCTION LIMITS TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE ADJACENT PAVED PUBLIC ROADWAY. SEDIMENT TRACKING PAD SHALL CONFORM TO WISDNR TECHNICAL STANDARD 1057. SEDIMENT REACHING THE PUBLIC ROAD SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORK DAY.
7. CHANNELIZED RUNOFF: FROM ADJACENT AREAS PASSING THROUGH THE SITE SHALL BE DIVERTED AROUND DISTURBED AREAS.
8. STABILIZED DISTURBED GROUND: ANY SOIL OR DIRT PILES WHICH WILL REMAIN IN EXISTENCE FOR MORE THAN 7-CONSECUTIVE DAYS, WHETHER TO BE WORKED DURING THAT PERIOD OR NOT, SHALL NOT BE LOCATED WITHIN 25-FEET OF ANY ROADWAY, PARKING LOT, PAVED AREA, OR DRAINAGE STRUCTURE OR CHANNEL (UNLESS INTENDED TO BE USED AS PART OF THE EROSION CONTROL MEASURES). TEMPORARY STABILIZATION AND CONTROL MEASURES (SEEDING, MULCHING, TARPING, EROSION MATTING, BARRIER FENCING, ETC.) ARE REQUIRED FOR THE PROTECTION OF DISTURBED AREAS AND SOIL PILES, WHICH WILL REMAIN UN-WORKED FOR A PERIOD OF MORE THAN 14-CONSECUTIVE CALENDAR DAYS. THESE MEASURES SHALL REMAIN IN PLACE UNTIL SITE HAS STABILIZED.
9. SITE DE-WATERING: WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENTATION BASINS OR OTHER APPROPRIATE CONTROL MEASURES. SEDIMENTATION BASINS SHALL HAVE A DEPTH OF AT LEAST 3 FEET, BE SURROUNDED BY SNOWFENCE OR EQUIVALENT BARRIER AND HAVE SUFFICIENT SURFACE AREA TO PROVIDE A SURFACE SETTLING RATE OF NO MORE THAN 750 GALLONS PER SQUARE FOOT PER DAY AT THE HIGHEST DEWATERING PUMPING RATE. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE, A NEIGHBORING SITE, OR THE BED OR BANKS OF THE RECEIVING WATER. POLYMERS MAY BE USED AS DIRECTED BY DNR TECHNICAL STANDARD 1061 (DE-WATERING).
10. WASHED STONE WEEPERS OR TEMPORARY EARTH BERMS SHALL BE BUILT PER PLAN BY CONTRACTOR TO TRAP SEDIMENT OR SLOW THE VELOCITY OF STORM WATER.
11. INLET FILTERS ARE TO BE PLACED IN STORMWATER INLET STRUCTURES AS SOON AS THEY ARE INSTALLED. ALL PROJECT AREA STORM INLETS NEED WISCONSIN D.O.T. TYPE D INLET PROTECTION. THE FILTERS SHALL BE MAINTAINED UNTIL THE CITY HAS ACCEPTED THE BINDER COURSE OF ASPHALT.
12. USE PROPOSED DETENTION BASINS AS SEDIMENT BASINS DURING CONSTRUCTION (DO NOT USE INFILTRATION AREAS). AT THE END OF CONSTRUCTION, REMOVE SEDIMENT AND RESTORE PER PLAN. EXISTING BASINS SHALL NOT BE USED FOR CONSTRUCTION PHASE SEDIMENT CONTROL.
13. RESTORATION (SEED, FERTILIZER AND MULCH) SHALL BE PER SPECIFICATIONS ON THIS SHEET UNLESS SPECIAL RESTORATION IS CALLED FOR ON THE LANDSCAPE PLAN OR THE DETENTION BASIN DETAIL SHEET.
14. TERRACES SHALL BE RESTORED WITH 6" TOPSOIL, PERMANENT SEED, FERTILIZER AND MULCH. LOTS SHALL BE RESTORED WITH 6" TOPSOIL, TEMPORARY SEED, FERTILIZER AND MULCH.
15. AFTER DETENTION BASIN GRADING IS COMPLETE, THE BOTTOM OF DRY BASINS SHALL RECEIVE 6" TOPSOIL AND SHALL BE CHISEL-PLowed TO A MINIMUM DEPTH OF 12" PRIOR TO RESTORATION.
16. SEED, FERTILIZER AND MULCH SHALL BE APPLIED WITHIN 7 DAYS AFTER FINAL GRADE HAS BEEN ESTABLISHED. IF DISTURBED AREAS WILL NOT BE RESTORED IMMEDIATELY AFTER ROUGH GRADING, TEMPORARY SEED SHALL BE PLACED.
17. FOR THE FIRST SIX WEEKS AFTER RESTORATION (E.G. SEED & MULCH, EROSION MAT, SOD) OF A DISTURBED AREA, INCLUDE SUMMER WATERING PROVISIONS OF ALL NEWLY SEEDED AND MULCHED AREAS WHENEVER 7 DAYS ELAPSE WITHOUT A RAIN EVENT.
18. EROSION MAT (CLASS I, TYPE A URBAN PER WISCONSIN D.O.T. P.A.L.) SHALL BE INSTALLED ON ALL SLOPES 4:1 OR GREATER AND AS DEPICTED ON THE DRAWINGS.
19. EROSION MAT (CLASS I, TYPE B URBAN PER WISCONSIN D.O.T. P.A.L.) SHALL BE INSTALLED ON THE BOTTOM (INVERT) OF ROADSIDE DITCHES/SWALES AS SHOWN ON THIS PLAN, 1 ROLL WIDTH.
20. SOIL STABILIZERS SHALL BE APPLIED TO DISTURBED AREAS WITH SLOPES BETWEEN 10% AND 3:1 (DO NOT USE IN CHANNELS). SOIL STABILIZERS SHALL BE TYPE B, PER WISCONSIN D.O.T. P.A.L. (PRODUCT ACCEPTABILITY LIST), OR EQUAL. APPLY AT RATES AND METHODS SPECIFIED PER MANUFACTURER. SOIL STABILIZERS SHALL BE RE-APPLIED WHENEVER VEHICLES OR OTHER EQUIPMENT TRACK ON THE AREA.
21. SILT FENCE OR EROSION MAT SHALL BE INSTALLED ALONG THE CONTOURS AT 100 FOOT INTERVALS DOWN THE SLOPE ON THE DISTURBED SLOPES STEEPER THAN 5% AND MORE THAN 100 FEET LONG THAT SHEET FLOW TO THE ROADWAY UNLESS SOIL STABILIZERS ARE USED.
22. INSTALL MINIMUM 6'-7" WIDE EROSION MAT ALONG THE BACK OF CURB AFTER TOPSOIL HAS BEEN PLACED IN THE TERRACE IF THIS AREA WILL NOT BE SEEDED AND MULCHED WITHIN 48 HOURS OF PLACING TOPSOIL.
23. SILT FENCE TO BE USED ACROSS AREAS OF THE LOT THAT SLOPE TOWARDS A PUBLIC STREET OR WATERWAY. SEE DETAILS.
24. SEDIMENT SHALL BE CLEANED FROM CURB AND GUTTER AFTER EACH RAINFALL AND PRIOR TO PROJECT ACCEPTANCE.
25. ACCUMULATED CONSTRUCTION SEDIMENT SHALL BE REMOVED FROM ALL PERMANENT BASINS TO THE ELEVATION SHOWN ON THE GRADING PLAN FOLLOWING THE STABILIZATION OF DRAINAGE AREAS.
26. ALL CONSTRUCTION ENTRANCES SHALL HAVE TEMPORARY ROAD CLOSED SIGNS THAT WILL BE IN PLACE WHEN THE ENTRANCE IS NOT IN USE AND AT THE END OF EACH DAY.
27. ANY PROPOSED CHANGES TO THE EROSION CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY THE PERMITTING MUNICIPALITY.
28. THE CITY, OWNER AND/OR ENGINEER MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES AT ANY TIME DURING CONSTRUCTION.



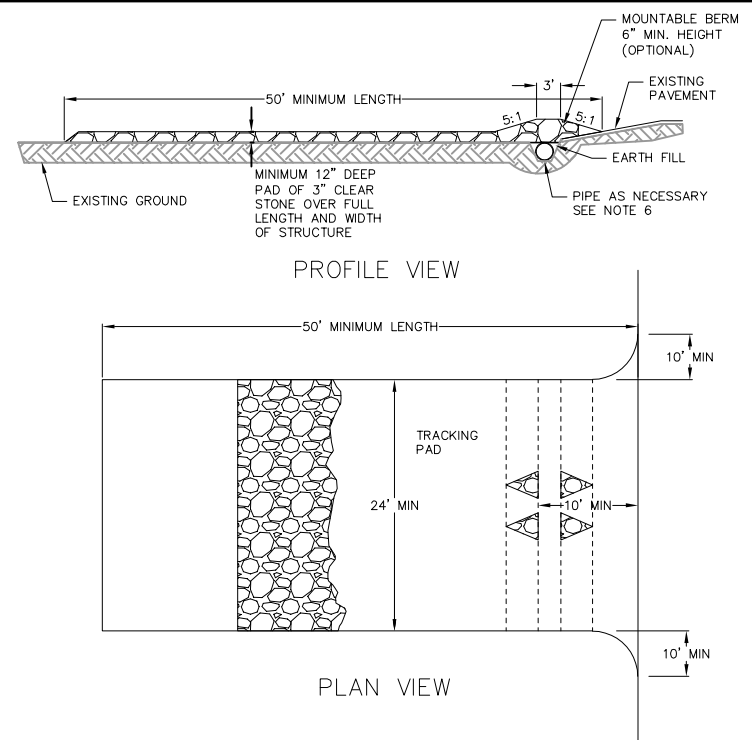
**1**  
**13** INLET PROTECTION TYPE D  
NOT TO SCALE



**3**  
**13** SILT FENCE  
NOT TO SCALE

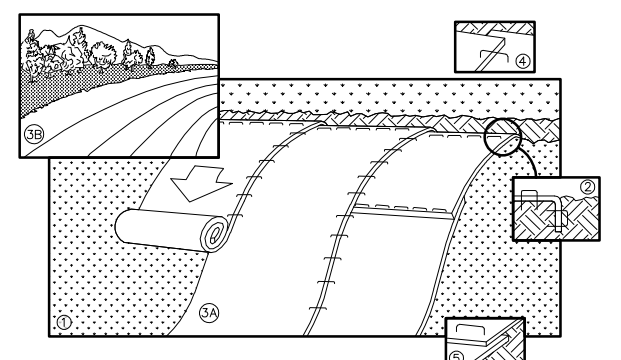


**5**  
**13** RIP-RAP OUTLET  
NOT TO SCALE



1. FOLLOW WISCONSIN DNR TECHNICAL STANDARD 1057 FOR FURTHER DETAILS AND INSTALLATION.
2. LENGTH - MINIMUM OF 50'.
3. WIDTH - 24' MINIMUM, SHOULD BE FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
4. ON SITES WITH A HIGH GROUNDWATER TABLE OR WHERE SATURATED CONDITIONS EXIST, GEOTEXTILE FABRIC SHALL BE PLACED OVER EXISTING GROUND PRIOR TO PLACING STONE. FABRIC SHALL BE WSDOT TYPE-HR GEOTEXTILE FABRIC.
5. STONE - CRUSHED 3" CLEAR STONE SHALL BE PLACED AT LEAST 12" DEEP OVER THE ENTIRE LENGTH AND WIDTH OF ENTRANCE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARDS CONSTRUCTION ENTRANCES SHALL BE PIPED THROUGH THE ENTRANCE, MAINTAINING POSITIVE DRAINAGE. PIPE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROTECTED WITH A MOUNTABLE BERM WITH 5:1 SLOPES AND MINIMUM OF 6" STONE OVER THE PIPE. PIPE SHALL BE SIZED ACCORDING TO THE DRAINAGE REQUIREMENTS. WHEN THE ENTRANCE IS LOCATED AT A HIGH SPOT AND HAS NO DRAINAGE TO CONVEY A PIPE SHALL NOT BE NECESSARY. THE MINIMUM PIPE DIAMETER SHALL BE 6". CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID PIPE.
7. LOCATION - A STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED WHERE CONSTRUCTION TRAFFIC ENTERS AND/OR LEAVES THE CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST TRAVEL OVER THE ENTIRE LENGTH OF THE TRACKING PAD.

**2**  
**13** TRACKING PAD  
NOT TO SCALE



- NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
  - NOTE: WHEN USING CELL-0-SEED, DO NOT SEED PREPARED AREA. CELL-0-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
  2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
  3. ROLL THE BLANKETS <A> DOWN, OR <B> HORIZONTALLY ACROSS THE SLOPE.
  4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
  5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.
  6. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

**4**  
**13** EROSION MAT  
NOT TO SCALE

### CONSTRUCTION SEQUENCE:

1. INSTALL SILT FENCE AND TRACKING PAD
2. STRIP TOPSOIL-DETENTION BASINS
3. ROUGH GRADE DETENTION BASINS
4. SEED DETENTION BASINS
5. STRIP TOPSOIL-STREETS & LOTS.
6. ROUGH GRADE STREETS & LOTS
7. SEED LOT AREAS AND INSTALL DRIVE-OVER VELOCITY CHECKS
8. CONSTRUCT UNDERGROUND UTILITIES
9. INSTALL INLET PROTECTION
10. CONSTRUCT ROADS (STONE BASE, CURB & GUTTER, AND SIDEWALK). REMOVE DRIVE-OVER VELOCITY CHECKS WHEN BASE COURSE IS PLACED
11. RESTORE TERRACES
12. REMOVE TRACKING PAD, SILT FENCE AND DIVERSION BERM MEASURES AFTER DISTURBED AREAS ARE RESTORED

**SEEDING RATES:**

**TEMPORARY:**

1. USE ANNUAL OATS AT 3.0 LB./1,000 S.F. FOR SPRING AND SUMMER PLANTINGS.
2. USE WINTER WHEAT OR RYE AT 3.0 LB./1,000 SF FOR FALL PLANTINGS STARTED AFTER SEPTEMBER 15.

**PERMANENT:**

1. USE WISCONSIN D.O.T. SEED MIX #40 AT 2 LB./1,000 S.F.

**FERTILIZING RATES:**

**TEMPORARY AND PERMANENT:**

USE WISCONSIN D.O.T. TYPE A OR B AT 7 LB./1,000 S.F.

**MULCHING RATES:**

**TEMPORARY AND PERMANENT:**

USE 2" TO 1-3/4" STRAW OR HAY MULCH, CRIMPED PER SECTION 607.3.2.3, OR OTHER RATE AND METHOD PER SECTION 627, WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION

01 Aug 2018 - 10:53a M:\Loc\Homes\180085 Park Crest Subdivision, Phase 4\CADD\180085 Title\_Gen Note\_and Details.dwg by: tgen

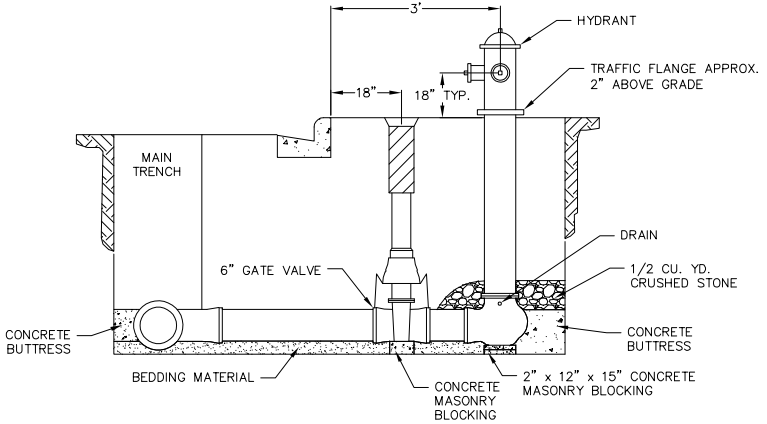
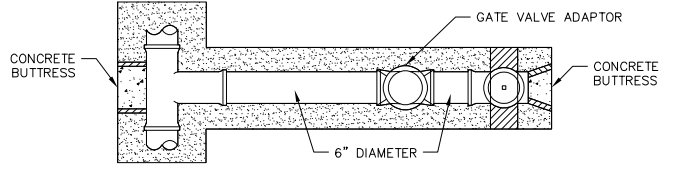
**vierbicher**  
 planners | engineers | advisors  
 Phone: (800) 261-3898

**CONSTRUCTION DETAILS**  
 PARK CREST SUBDIVISION - PHASE 4  
 CITY OF WHITEWATER  
 JEFFERSON COUNTY, WISCONSIN

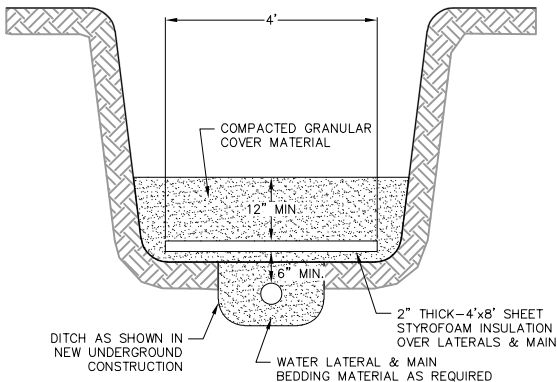
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SCALE	AS SHOWN		
DATE	08/01/2018		
DRAFTER	JMAH		
CHECKED	GBLA		
PROJECT NO.	180085		

**C**  
**13**

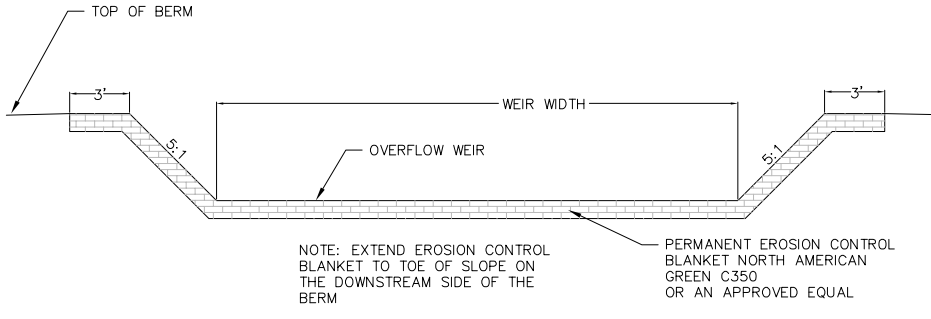




**1 STANDARD HYDRANT SETTING**  
14 NOT TO SCALE

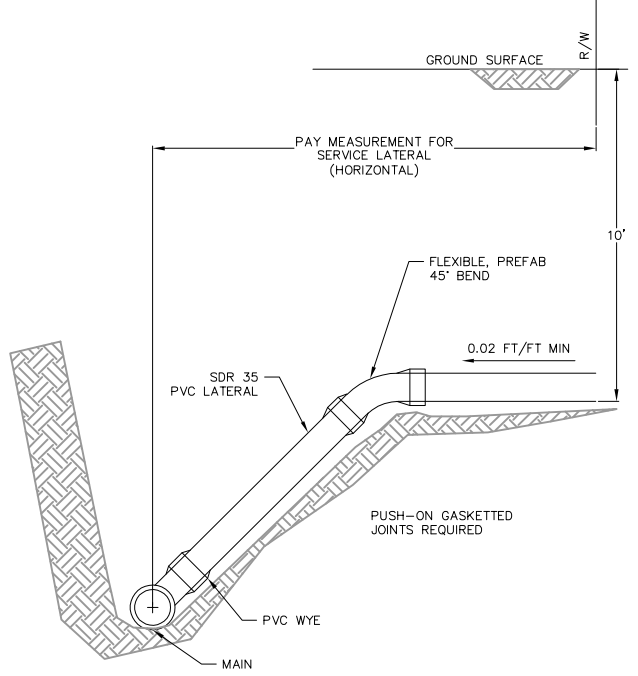


**3 INSULATION DETAIL**  
14 NOT TO SCALE



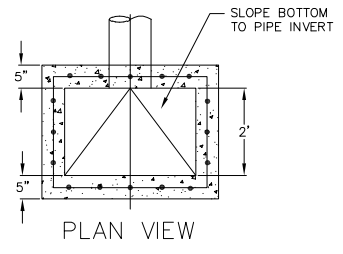
BASIN	WEIR WIDTH	TOP OF BERM ELEV.	OVERFLOW WEIR ELEV.
OUTLOT #2	15 FEET	810.0	808.5

**4 OVERFLOW WEIR**  
14 NOT TO SCALE

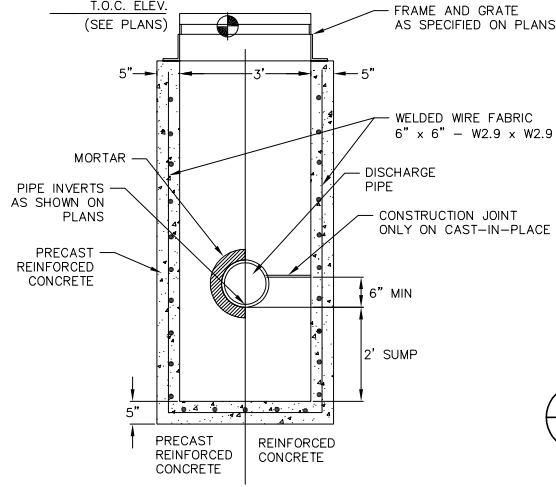


NOTE: UNLESS OTHERWISE STATED BY THE ENGINEER OR REQUIRED BY THE LOCAL GOVERNING BODY, ALL LATERALS SHALL BE INSTALLED TO A POINT 10 FEET BEYOND THE BACK OF ANY PROPOSED SIDEWALK OR 5 FEET BEYOND THE LIMITS OF ANY UTILITY EASEMENTS IMMEDIATELY ADJACENT TO THE RIGHT-OF-WAY, WHICHEVER IS GREATER. CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM THE LENGTH OF LATERAL REQUIRED FOR INSTALLATION AND THE REQUIRED TERMINATION POINT.

**2 SANITARY SEWER LATERAL**  
14 NOT TO SCALE

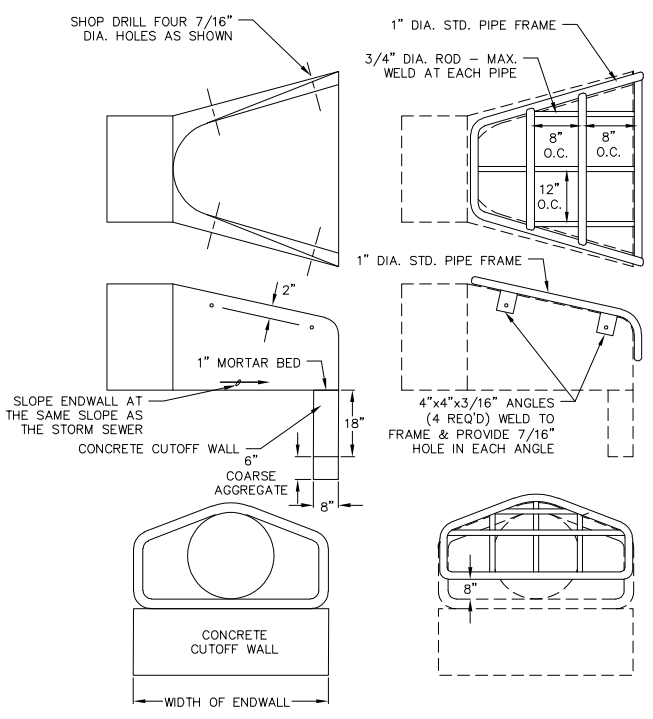


PLAN VIEW



CROSS SECTION

**5 CURB INLET - TYPE 3, 2' x 3' BASIN**  
14 NOT TO SCALE



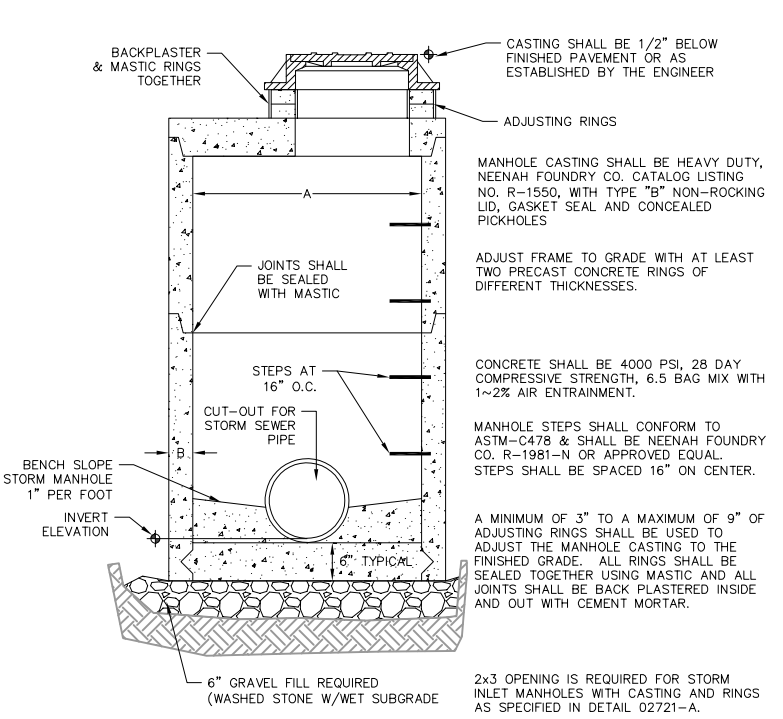
ENDWALL DETAILS PIPE GATE DETAILS

NOTES:  
- THE CONTRACTOR SHALL BOLT THE PIPE GATE TO THE CONCRETE ENDWALL WITH FOUR 3/8"x6" MACHINE BOLTS WITH NUTS ON INSIDE WALL.  
- THE CONTRACTOR SHALL PROVIDE JOINT TIES ON STORM SEWER SYSTEM INFALL AND OUTFALL PIPES. TIE THE ENDWALL AND THE LAST 2 PIPE SECTIONS.  
- A 1 INCH THICK MORTAR BED AND A 6 INCH DEEP LAYER OF COARSE AGGREGATE ARE REQUIRED WHEN A PRECAST CUTOFF WALL IS USED.  
- NO SEPARATE PAYMENT WILL BE MADE FOR THE CONCRETE CUTOFF WALL. THE COST OF THE CONCRETE CUTOFF WALL SHALL BE INCLUDED IN THE COST OF THE ENDWALL.  
- THE WIDTH OF THE CONCRETE CUTOFF WALL SHALL BE EQUAL TO THE MAXIMUM WIDTH OF THE ENDWALL.

PAINTING SPECIFICATIONS:  
- THE PIPE GATE SHALL RECEIVE THE FOLLOWING PREPARATION & PAINTING. THE FIRST COAT SHALL BE RUS-OLEUM X-60 RED BARE METAL PRIMER OR APPROVED EQUAL. THE SECOND COAT SHALL BE RUS-OLEUM 960 ZINC CHROMATE PRIMER OR APPROVED EQUAL. THE THIRD COAT SHALL BE RUS-OLEUM 1282 HIGH GLOSS METAL FINISH OR APPROVED EQUAL.

PREPARATION STEPS:  
1. BARE METAL SURFACES - TREAT WITH THE THREE-COAT PAINTING SYSTEM LISTED AFTER A THOROUGH SCRAPING, WIRE BRUSHING & CLEANING.  
2. EACH COAT OF PAINT SHALL BE APPLIED OVER THE ENTIRE GATE SURFACE.  
3. ALLOW 24-48 HOURS DRYING TIME AT 60° OR ABOVE BETWEEN COATS.

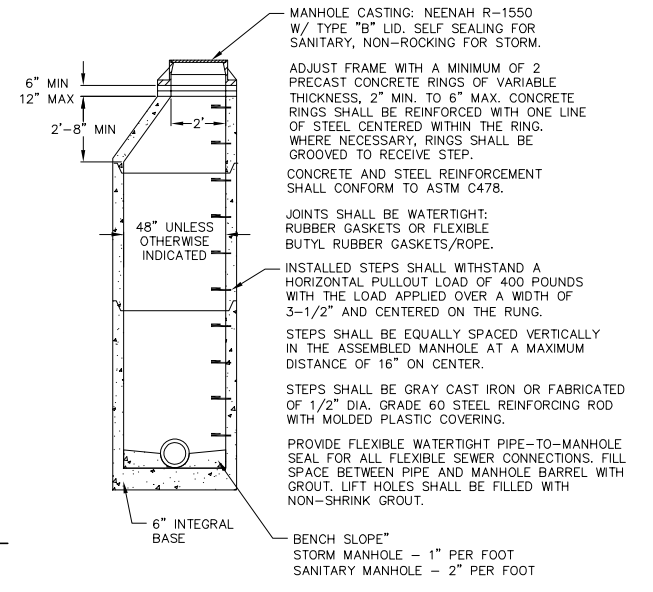
**6 STANDARD ENDWALL**  
14 NOT TO SCALE



STORM MANHOLE DIMENSIONS

MANHOLE SIZE	DIMENSION	
	A	B (MIN.)
48"	48"	5"
60"	60"	6"
72"	72"	7"
84"	84"	7"
96"	96"	9"

**8 STORM SEWER MANHOLE**  
14 NOT TO SCALE



**9 PRECAST CONCRETE MANHOLE**  
14 NOT TO SCALE

NO.	DATE	REVISIONS	REMARKS

SCALE AS SHOWN  
DATE 08/01/2018  
DRAFTER JMAH  
CHECKED GBLA  
PROJECT NO. 180085



**EXHIBIT C**

**REQUEST FOR DEDICATION OF DEVELOPER IMPROVEMENTS TO THE CITY OF  
WHITEWATER**

We/I, \_\_\_\_\_(developer) hereby request the City of  
Whitewater to accept dedication of the following improvements:

Description of improvements: (attachment may be used)

We/I understand that the city shall be furnished with a reproducible mylar “as built” set  
of plans and CAD files of all public improvements as a condition of acceptance of this dedication.  
We will present the city with the plans and files by \_\_\_\_\_ (date).

We/I the developer guarantees that all improvements shall be free from imperfect  
workmanship or materials for 12 months from the date of acceptance by the City of Whitewater.  
If the facilities fail to conform to this guarantee, Developer shall correct such defects, without  
cost to the City, not more than 60 calendar days after provided written notice by the City.

\_\_\_\_\_  
Developer signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Developer signature

\_\_\_\_\_  
Date