



Common Council Meeting Agenda

June 24, 2025 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 6/20/2025

AGENDA

1. PRIVILEGE OF THE FLOOR

Each speaker is allotted up to 3 minutes. Please note that the Privilege of the Floor session is limited to 30 minutes total, unless extended at the discretion of the Council.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. June 10, 2025, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. BOARD OF PUBLIC WORKS

A. ITEM 06-25 Discussion and possible action to recommend to Common Council approval of the Development Agreement for Public Improvements at the DIL Partners, LLC. (NB Fabrication) property located at 16230 W. Beloit Road.

8. UTILITY COMMITTEE

A. UT 11-25 Recommend to the Common Council to approve Resolution #25-14 Compliance Maintenance Annual Report (CMAR) for reporting year 2024.

9. MAYORAL APPOINTMENTS

A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented

10. DEFERRED, REFERRED & TABLED ITEMS

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

12. CONSENT AGENDA-----

Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.

13. MINUTES

A. June 10, 2025, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

- A. Discussion and possible action to recommend to the Common Council approval of the June 11th, 2025, Water Utility claims in the amount of \$74,949.47, Sewer Utility claims in the amount of \$16,148.72, and General City claims in the amount of \$1,816,064.32. We Energies EFT of \$66,134.98

15. LICENSES & PERMITS

- A. Discussion and possible action to approve the alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year of July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

16. MISCELLANEOUS

- A. Library Department Update
- B. Discussion and possible action to recommend to Common Council approval of an underground electrical easement with We Energies to construct an electrical service at 16530 W National Avenue as outlined in the RAS
- C. Recommend to the Common Council that a public hearing be set for August 13, 2025 at 6:00 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275-25 Building Permits).

17. END CONSENT AGENDA-----

18. CLOSED SESSION

- A. *The Council may convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- B. Ethic Indoor roof collapse claim

19. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Ethic Indoor roof collapse claim

20. ADJOURN

Additional Information

- The agenda packet with supplemental information related to the agenda items is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.
- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.



Common Council MEETING MINUTES

June 10, 2025 - 6:15 PM
City Hall Council Chambers

MINUTES

1. PRIVILEGE OF THE FLOOR

Each speaker is allotted up to 3 minutes. Please note that the Privilege of the Floor session is limited to 30 minutes total, unless extended at the discretion of the Council.

No members of the public (or attendees) spoke during this portion of the meeting.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:45 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa

Excused: Alderperson Dave Maxey, Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, Code Compliance Specialist Dan Hogan, and City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

4. APPROVAL OF MINUTES

A. May 27th, 2025 Common Council Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: La Fever
Motion Passed 5-0

5. REPORTS

A. City Clerk

No Report

B. Council President

No Report

C. Mayor

- Please join us for Father's Day at our Historical Park located at 19765 National Avenue on Sunday, June 15th, 1:00 pm – 6:00 pm. It's a great way to celebrate Father's Day with the entire family. There will be a Beer Garden featuring Component Brewing Company, food, desserts, barrel rides, tours, live music, and new to this year's event is the Miss Wisconsin Parade. This parade will feature all the 2025 Miss Wisconsin and Miss Wisconsin Teen contestants. For more information, please visit the New Berlin Historical Society's website.
- Lastly, the Miss Wisconsin Competition will be held on Saturday, June 21st at 4 pm. at the New Berlin West Performing Arts Center. For more information about the event and ticket information, please visit their website, www.misswisconsin.org

6. COMMUNICATIONS

- A.** Claim submitted by American Family Insurance on behalf of their insured, Donna Kruger, was received by the City Clerk and forwarded to the City Attorney for review and further action

No action.

7. PLAN COMMISSION

- A.** Discussion and possible action to recommend to Common Council approval of CP-2500070 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - Adoption of Ordinance # 2703 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 11 - Neighborhood "A" Greenfield Avenue and Chapter 10 - Land Use) from Suburban Commercial, Mixed Use Residential and Institutional with a Planned Unit Development (PUD) Overlay to Mixed Use Residential with a PUD Overlay AND 2030 Comprehensive Plan Updates.

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Harenda
Motion Passed 5-0

- B.** (1) NJ Discussion and possible action to recommend to Common Council approval of RZ-2500071 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - Request to rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance # 2688) and adoption of Planned Unit Development Ordinance # 2701 that approves the rezoning of the properties from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District:), I-1/PUD (Institutional District) / C-2/PUD (Shoreland-Wetland Holding District) to Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance. (Initial Public Hearing 3/3/2025. Amended request Public Hearing 6/2/2025).

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: La Fever
Motion Passed 5-0

- C.** NJ (1) Discussion and possible action to recommend to Common Council approval of LD-2500072 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - 3-Lot Certified Survey Map.

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Horbinski
Motion Passed 5-0

- D.** Discussion and possible action to recommend to Common Council approval of CP-2500440 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 - Adoption of Resolution 2025-11 and Ordinance 2707 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10) from Suburban Commercial to Urban Residential. (Joint Public Hearing 5/5/2025)

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: La Fever
Motion Passed 5-0

- E.** Discussion and possible action to recommend to Common Council approval of RZ-2500441 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 - Adoption of Ordinance 2708 that approves the rezoning from B-2 to R-4.5. (Joint Public Hearing 5/5/2025)

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Harenda
Motion Passed 5-0

- F.** Discussion and possible action to recommend to Common Council approval of LD-2500442 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 - 2-Lot Certified Survey Map.

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Kroupa
Motion Passed 5-0

- G.** Discussion and possible action to recommend to Common Council approval of LD-2500647 Ryan Janssen - 5245 S. Martin Road - 3 Lot Certified Survey Map

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: La Fever
Motion Passed 5-0

8. DEFERRED, REFERRED & TABLED ITEMS

No items

9. ITEMS REMOVED FROM CONSENT AGENDA, if any

No items

10. CONSENT AGENDA-----

Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.

MOTION: Motion to approve consent agenda

VOTE: Motion by: La Fever
Second by: Kroupa
Motion Passed 5-0

11. MINUTES

- A.** May 27, 2025 Meeting Minutes

12. UTILITY & FINANCE

- A.** Discussion and possible action to recommend to the Common Council approval of the June 11th, 2025, Water Utility claims in the amount of \$132,239.61. Sewer Utility claims in the amount of \$4,847.18 and General City claims in the amount of \$489,275.69. US Bank VISA EFT of \$24,892.52

13. LICENSES & PERMITS

- A.** Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

14. MISCELLANEOUS

- A.** Human Resources Department Update

- B.** Discussion and possible action to recommend approval to the Common Council of a Memorandum of Understanding between the City of New Berlin and the New Berlin School District, establishing the Activity and Recreation Center (ARC) as a designated student reunification site and outlining the terms of its use, as detailed in the Requested Action Statement

- C. Discussion and possible action to recommend that the Common Council authorize the New Berlin Fire Department to enter into a revised contract with its ambulance billing provider, EMS Management Consultants (EMS|MC), as outlined in the Requested Action Statement and reviewed by the City Attorney

- D. Discussion and possible action to recommend that the Common Council approve Ordinance No. 2712, an ordinance repealing Section 6-26 of the City of New Berlin Municipal Code relating to the Communications Committee

- E. Update on the code compliance matter regarding the clear-cutting of trees within the C-1 district on the property located at 6035 S Karrington Ln

15. END CONSENT AGENDA-----

16. CLOSED SESSION

- A. *The Council may also convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*

City Clerk Medina read the statutory basis for entering into closed session.

MOTION: Motion to enter into closed session at 7:06 PM.

ROLL CALL Motion by: Harenda

VOTE: Second by: Kroupa

Motion Passed 5-0

- B. Discussion of litigation strategy related to the code compliance matter involving unauthorized clear-cutting of trees within the C-1 District at 6035 S. Karrington Lane

C. Zahorik Claim

17. RECONVENE TO OPEN SESSION

MOTION: Motion to reconvene into open session at 7:44 PM

ROLL CALL Motion by: Hopkins

VOTE: Second by: Kroupa

Motion Passed 5-0

A. Discussion and possible action re: litigation strategy related to the code compliance matter involving unauthorized clear-cutting of trees within the C-1 District at 6035 S. Karrington Lane

No Motion

B. Discussion and possible action re: Zahorik Claim

MOTION: Motion to deny claim

VOTE: Motion by: Harenda

Second by: Kroupa

Motion Passed 5-0

18. ADJOURN

MOTION: Motion to adjourn at 7:45 PM

VOTE: Motion by: La Fever

Second by: Kroupa

Motion Passed 5-0

**Respectfully Submitted,
Rubina R. Medina, City Clerk**



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Horbinski

FROM: Board of Public Works/Joelle Erickson

DATE: June 24, 2025

RE: June 16, 2025, BPW items requiring Common Council action

A.	ITEM 06-25 Discussion and possible action to recommend to Common Council approval of the Development Agreement for Public Improvements at the DIL Partners, LLC. (NB Fabrication) property located at 16230 W. Beloit Road.
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<u>Council Motion:</u>	
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	I move to recommend approval to the Common Council as unanimously approved by the Board of Public Works Committee on June 16, 2025
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STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: David Merrick with Luther Group on behalf of DIL Partners, LLC. (NB Fabrication)

PROJECT: Development Agreement for Public Improvements for the DIL Partners, LLC. (NB Fabrication) at 16230 W. Beloit Road

LOCATION: 16230 W. Beloit Road

REQUEST: Approval of the Development Agreement for Public Improvements at the DIL Partners, LLC. (NB Fabrication) property located at 16230 W. Beloit Road.

DRC RECOMMENDATION: Recommend to the Common Council the Approval of the Development Agreement for Public Improvements at DIL Partners, LLC. (NB Fabrication) building located at 16230 W. Beloit Road.

1. The Developer is proposing to construct a new 84,400 sq. ft. industrial building. The proposal was approved by the CDA on 6/2/25.
2. The Developer is proposing to construct the following public improvements:
 - Sanitary sewer main along the proposed northern right-of-way line at 16230 W. Beloit Road.
 - Grading work within the public right-of-way for Beloit Road shall be permitted through Waukesha County.
3. The Developer will connect a sanitary lateral to the sanitary sewer.
4. The Developer will provide a surety instrument for 105% of the cost to construct the public utility.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of June 16, 2025

Development Agreement for Public Improvements at Standex (Spincraft)

DATE STAFF REPORT PREPARED: June 12, 2025

APPLICANT / OWNER(S): David Merrick with Luther Group on behalf of DIL Partners, LLC. (NB Fabrication)

NAME OF DEVELOPMENT: DIL Partners, LLC. (NB Fabrication)

TYPE OF DEVELOPMENT: Construction of a new 84,400 sq. ft. industrial building. Public improvements include sanitary sewer main extension and associated appurtenances.

NUMBER OF ACRES: 12.8241 acres

CURRENT ZONING: O-2 (Business Park Development District)

CDA APPROVAL DATE: 6/2/25

SUMMARY OF INFRASTRUCTURE:

Off-Site Sanitary Sewer Main Installation	362.5 LF
Manholes	2 EA
Landscape Restoration	1 LS

ESTIMATED AMOUNT OF SURETY INSTRUMENT: 105% of project cost

DCD RECOMMENDATION: Recommend to the Common Council the Approval of the Development Agreement for Public Improvements at DIL Partners, LLC. (NB Fabrication) building located at 16230 W. Beloit Road.

ATTACHMENT:

Development Agreement
Sanitary Sewer Plans

Development Agreement

This Development Agreement (this "AGREEMENT") is entered into this ____ day of _____, 20__, by and between [DIL Partners, LLC](#), its successors, assigns and future owners of the PROPERTY, hereinafter referred to as (the "DEVELOPER") and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (the "CITY").

RECITALS

WHEREAS, DEVELOPER is the owner of approximately [12.8241](#) acres of land in the CITY, said land described on [Exhibit A](#) attached hereto (the "PROPERTY");

AND, WHEREAS, DEVELOPER desires to develop the PROPERTY for [business park or industrial purposes](#) under the [New Berlin Fabrication Building](#) (the "DEVELOPMENT"), which includes certain public improvements described on [Exhibit B](#) attached hereto (the "PUBLIC IMPROVEMENTS");

AND, WHEREAS, said land is currently zoned [O-2](#), and the proposed DEVELOPMENT conforms to said zoning classification,

AND, WHEREAS, the CITY [Plan Commission](#) on [June 2, 2025](#) has approved of the DEVELOPMENT with conditions;

AND, WHEREAS, the CITY Board of Public Works on [June 16, 2025](#) recommended approval of the AGREEMENT and the CITY Common Council on [June 24, 2025](#) approved the AGREEMENT.

AND, WHEREAS, it is now necessary that DEVELOPER and CITY enter into an AGREEMENT relative to the manner and method by which the PUBLIC IMPROVEMENTS will be developed;

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

- A. DEVELOPER has prepared plans for the PUBLIC IMPROVEMENTS, which plans have been presented to and approved by the CITY.
- B. [A Certified Survey Map \(CSM\)](#), constituting the DEVELOPMENT, has been or shall be recorded at DEVELOPER's sole expense.

City of New Berlin
Tamara Simonson
3805 S Casper Dr
New Berlin, WI 53151

Tax Key No. NBC 1257.997

- C. Prior to start of construction of the PUBLIC IMPROVEMENTS, DEVELOPER shall provide insurance policy endorsements to the CITY naming the CITY as additional insured on a primary and noncontributory basis with respect to Comprehensive General Liability coverage for the PUBLIC IMPROVEMENTS work performed by DEVELOPER. The comprehensive general liability coverage will carry limits of not less than \$1M per occurrence and \$2M in the aggregate. The coverage shall be issued on an occurrence basis for this project. In addition, the DEVELOPER shall carry liability coverage for all vehicles and hired and non-owned vehicles with limits acceptable to the CITY. The DEVELOPER shall all carry Workers Compensation coverage with statutory limits. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice to the CITY prior to change, modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative, phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

II. SEQUENCE OF DEVELOPMENT

- A. CONSTRUCTION PLAN APPROVALS
- B. DEVELOPMENT AGREEMENT APPROVALS AND SURETIES
- C. PRE-CONSTRUCTION MEETING
- D. EROSION CONTROL AND STORMWATER BEST MANAGEMENT PRACTICES
- E. GRADING
- F. SANITARY SYSTEM
- G. WATER SYSTEM – N/A
- H. STORM DRAINAGE SYSTEM
- I. ROAD SYSTEM – N/A
- J. PRIVATE UTILITIES (Electric, Gas, Telephone, CATV, etc.)
- K. RESTORATION
- L. RECORD DRAWINGS AND CERTIFICATIONS
- M. EASEMENT RECORDING

III. GRADING AND EROSION CONTROL

- A. COMPLIANCE
 - 1. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.
 - 2. Erosion Control Methods shall be those required by the erosion control ordinances as adopted by the CITY, County, or State. The Primary Contractor shall be responsible for maintaining erosion control in accordance with the Erosion Control Permit during construction.
 - 3. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved DEVELOPER's Grading Plan.

B. INSPECTION and MAINTENANCE

1. Oversight of all construction and maintenance shall be performed under the direction of the Department of Community Development (DCD), at the DEVELOPER's sole expense.
2. All erosion control measures shall be maintained in accordance with the Erosion Control Permits.
3. DEVELOPER, at his/her sole expense, shall be responsible for removing erosion control measures as directed by the DCD.

IV. **SANITARY SYSTEM**

A. AVAILABILITY

1. Each and every building in the DEVELOPMENT shall be served by a sanitary sewer main and lateral at DEVELOPER's sole expense and connected to the CITY Wastewater Utility in accordance with plans and specifications approved by the City Engineer, the Utility Department and all other regulatory agencies.
2. All buildings or units in the DEVELOPMENT will be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the property owner.
3. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the Site Development Plan approved by the DCD and the Utility Department by laying sanitary sewer mains in public right-of-way and/or public easement as directed by the City Engineer and the Utility Department.

B. CAPACITY OF THE SYSTEM

1. The system shall conform to the Sanitary Sewer Plan of the CITY and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein, and as directed by the City Engineer and the Utility Department.

C. INSPECTION OF THE SYSTEM

1. Oversight of all construction shall be performed under the direction of the DCD, at the DEVELOPER's sole expense.

D. OWNERSHIP OF SANITARY SEWER SYSTEM

1. Upon CITY's final acceptance of the sanitary sewer system, those portions of the sanitary sewer system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

E. SANITARY SEWER SERVICE CHARGES

1. Upon issuance of the Occupancy Permit by the CITY, all building sites, and all buildings in the DEVELOPMENT shall be subject to all sanitary sewer service charges and/or assessments in the same amount and collected in the same manner as are sanitary sewer service charges and/or assessments for all other parts of the CITY served by the same wastewater treatment facilities.

V. **WATER SYSTEM**

A. AVAILABILITY

1. The DEVELOPMENT shall be served by a lateral installed at DEVELOPER's sole expense and connected to the New Berlin Water Utility in accordance with plans and specifications approved by the DCD, the Utility Department and all other agencies.
2. The DEVELOPMENT will be individually served by a private lateral. In the event it is later determined that the location, pressure or size of such lateral is insufficient to service the parcel, the owner(s) of such parcel may install a lateral subject to CITY approval which will be paid for by the property owner.

B. WATER UTILITY CHARGES

1. Upon issuance of the Occupancy Permit by the CITY, all buildings, or building sites in the DEVELOPMENT shall be subject to all water service charges and/or assessments in the same amount and collected in the same manner as are water service charges and/or assessments for all other parts of the CITY served by CITY water.

VI. **STORM DRAINAGE SYSTEM**

A. COMPONENTS

1. Storm drainage shall be provided by means of storm sewers, culverts, ditches, Stormwater Best Management Practices (BMP's), and appurtenances in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted), all in accordance with storm drainage plans prepared by DEVELOPER and approved by the DCD and entirely at the DEVELOPER's sole expense. All storm drainage shall be in conformance with the approved Stormwater Management Plan.

B. CONSTRUCTION

1. The DEVELOPER shall be responsible for the planning, design and construction of facilities for storm drainage (the Storm Drainage System) until such stormwater exits the exterior perimeter line of the DEVELOPMENT or until it reaches a point, outside of and adjacent to the PROPERTY from which point such stormwater passes into, or through specified conduits or channels. Such design shall be reviewed and approved by the DCD prior to construction.
2. The design and construction plan for the Storm Drainage System shall be reviewed and approved by DCD prior to construction.
3. Nothing in this paragraph shall be deemed to limit the DEVELOPER's responsibility to adjacent owners for discharged water. Should any claim be made against the CITY for increased water discharge or altered drainage patterns from the project, DEVELOPER shall indemnify, defend and hold harmless the CITY paying all costs thereof (including but not limited to actual attorney fees) and further indemnify the CITY from any loss or damage based upon a claim arising from water allegedly discharged within or from the site, except if the loss or damage was caused by the negligence or willful misconduct of the CITY.
4. Major drainage improvements shall be constructed during the first phase of the DEVELOPMENT including, but not limited to the BMP's and necessary downstream improvements.

5. All normal maintenance and/or repair of the Storm Drainage System shall be the obligation of the DEVELOPER. The DCD, at its sole discretion, may require the DEVELOPER to restore the Storm Drainage System to its original condition should its function diminish through disrepair or other causes.
6. The DCD may periodically inspect the Storm Drainage System upon reasonable notice. Should maintenance and/or repair work not be completed in a timely manner to the CITY's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs, including but not limited to engineering, administration costs and legal costs, to the DEVELOPER of the land set forth in the legal description on Exhibit A with each owner assessed an undivided fractional ownership of the expense as a lien against their property.

C. OWNERSHIP

1. The components of the Storm Drainage System in public rights of way and public easements shall be dedicated to the COUNTY. When dedicated to the COUNTY upon approval and final acceptance by the COUNTY, system components shall become the property of the COUNTY and thereafter be maintained by the COUNTY.
2. The Storm Drainage System and private drainage easements shall remain in the sole ownership and responsibility of DEVELOPER even if they are located within easements for access or maintenance.
3. Development of this parcel is subject to the Stormwater Management Plan established for the DEVELOPMENT. All landowners and/or owners of land within the DEVELOPMENT are and shall be jointly and severally responsible for the Storm Drainage System within the DEVELOPMENT. In the event the DEVELOPER default(s) in its duty to maintain the Storm Drainage System, as reasonably determined by the CITY, each of the property owners will be responsible for a pro-rata share of the costs of the maintenance and/or repair of the Storm Drainage System. Should the CITY have to perform repairs and/or maintenance, all of the direct and indirect costs thereof shall become a lien against the DEVELOPER with each owner assessed an undivided fractional ownership of the expense.

D. INSPECTION

1. Oversight of all construction shall be performed under the direction of the DCD, at the DEVELOPER's sole expense.

E. STORMWATER CHARGES

1. Upon issuance of the Occupancy Permit by the CITY, each building site or building in the DEVELOPMENT shall be subject to the Stormwater Utility fee in the same amount and collected in the same manner as are Stormwater Utility fees for all other parts of the CITY.

VII. PUBLIC ROADWAYS

A. There are no Public Roadways being constructed as part of the DEVELOPMENT.

VIII. SURETY INSTRUMENTS

A. Prior to signing of this AGREEMENT by the CITY, DEVELOPER shall deposit with the

CITY a surety instrument in accordance with §235-22 of the Municipal Code in the amount of 105% of the estimated cost of all the PUBLIC IMPROVEMENTS as approved by the CITY in a form approved by the City Attorney.

1. **Public Sanitary System**

B. FORFEITURE OF SURETY

1. Interim Reduction (Utilities)

- a. Upon request, an interim surety reduction to 50% per Utility may be made once the utility is fully installed and operable.

2. **Preliminary Acceptance Reduction (Non-Subdivision)**

- a. The surety may be reduced to 10%, by the itemized amount of each of the Utilities (Sanitary System, Water System, and Storm Drainage System), as the PUBLIC IMPROVEMENTS receive preliminary acceptance by the CITY.

3. **Return of Surety (Non-Subdivision).**

- a. 12-months after preliminary acceptance, the CITY will conduct a final inspection. The DEVELOPER shall make all necessary repairs. After repairs are made and approved, the CITY will issue final acceptance and return the surety to the DEVELOPER'S financial institution.

C. CASH PAYMENTS FOR:

1. Reasonable administrative fees including but not limited to engineering, inspection, and legal fees incurred to date of approval as billed by an itemized statement and to be paid within fourteen (14) days of receipt of invoice.

D. PUBLIC SITES AND OPEN SPACES

1. In order to conform to the provisions of Section 235-34 C (3) of the Municipal Code, DEVELOPER agrees to pay Public Site and Open Space Fees, required prior to the CITY signing the CSM. These fees are in addition to any connection fees required by the CITY prior to individual building permits being granted.

E. MISCELLANEOUS

1. DEVELOPER shall be responsible for any other items, as reasonably required in writing by the CITY, necessary to accomplish the intent of this AGREEMENT.

IX. DEED RESTRICTIONS

- A. This AGREEMENT shall be recorded in the office of the Registrar of Deeds of Waukesha County, Wisconsin by the DEVELOPER at the expense of the DEVELOPER and the use and occupancy of all lots therein shall be subject to the terms and provisions of this AGREEMENT. A copy shall be provided to the CITY.
- B. Any other restrictions desired by the DEVELOPER, but not required by the CITY may be recorded at the DEVELOPER's option. The CITY will not be responsible for the enforcement of those restrictions.

X. ACCEPTANCE OF PUBLIC IMPROVEMENTS

- A. All PUBLIC IMPROVEMENTS required by the CITY within the DEVELOPMENT are

the DEVELOPER's sole responsibility.

- B. The DEVELOPER shall take all necessary action so as to have all PUBLIC IMPROVEMENTS of the DEVELOPMENT specified in the AGREEMENT installed and approved within two years following the date of commencing construction for each of the PUBLIC IMPROVEMENTS.
- C. After completing the required PUBLIC IMPROVEMENTS, the DEVELOPER shall provide a complete itemized accounting of expenditures to the CITY.
- D. PUBLIC IMPROVEMENTS shall be accepted by the CITY when the DEVELOPER has met and satisfied each of the terms and conditions of this AGREEMENT, permits, applicable ordinances of the CITY, and the requirements of the CITY's Development Handbook.
- E. Preliminary Acceptance:
 - 1. When the Sanitary system has been installed per the CITY's Development Handbook and to finish grade and tested and all punch list items have been corrected and all requirements have been satisfied by the DEVELOPER and approved by the CITY.
 - 2. Required Documentation: The following list shall not be considered all-inclusive, but rather a guide to what is typically required.
 - a. As-builts for Stormwater Best Management Practices
 - b. Itemized as-built construction cost list for Public Infrastructure
 - c. Easement Documents recorded
 - d. All Inspection invoices are paid to date
- F. Final Acceptance:
 - 1. 12-months after preliminary acceptance, the CITY will conduct an inspection of the systems and prepare a punch list of items that need correction.
 - 2. Final Acceptance will be granted after all punch list items have been corrected by the DEVELOPER and approved by the CITY, and paragraph D above has been satisfied.
 - 3. Required Documentation: The following list shall not be considered all-inclusive, but rather a guide to what is typically required.
 - a. Erosion Control Removed
 - b. As-builts for Utilities
 - c. All Inspection invoices are paid
 - d. Lien waivers submitted

XI. GENERAL CONDITIONS

- A. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the CITY and/or its Boards and Commissions, as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.

- B. It is expressly understood and agreed that the terms of this AGREEMENT are covenants running with the land and binding on DEVELOPER and CITY. The terms of the AGREEMENT regarding insurance, warranty and surety obligations shall survive the expiration of this AGREEMENT.
- C. The signatory DEVELOPER shall not dissolve its Corporation, LLC, or other business group designation, without written notification to the CITY, more specifically the CITY Engineer, a minimum of 15 days prior to the dissolution. The written notification shall include a plan for meeting the requirements of the AGREEMENT and the identity and contact information for the person(s)/entity that will be the subsequent responsible party.
- D. DEVELOPER shall be responsible for the repair to existing roadways and infrastructure for damage caused as a result of its construction activities.
- E. DEVELOPER is required to have the public utilities (sanitary system, water system, & storm drainage system) located and marked in the field until the final as-built drawings for the utilities are approved by the CITY. As a courtesy, the New Berlin Utility Department will forward by FAX any locates requests that are received for the DEVELOPMENT. DEVELOPER shall provide the New Berlin Utility Department with a regular business hours phone number, FAX number, and an after business hours phone or pager number, so Emergency Locate requests can be forwarded, as necessary.
- F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to, paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the lot site to prevent littering adjoining properties.
- G. Streets shall be swept daily as needed to remove silt, stone, ground or other materials which have been tracked or eroded onto the streets. The DCD may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the DCD's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the property within this DEVELOPMENT as a special charge for current services pursuant to Wis Stat Sec. 66.0627.
- H. DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.
- I. DEVELOPER or its successor or assignee shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining the DEVELOPMENT to include grass cutting and any litter removal consistent with the landscaping of the DEVELOPMENT. Failure to maintain this area shall subject the DEVELOPMENT to charges by the CITY.

- J. Setbacks, height restrictions, and locations of all structures shall be as regulated by the zoning ordinances of the CITY.
- K. All conditions of approval for the DEVELOPMENT by the [Plan Commission](#) and/or Common Council shall be followed.
- L. Except for the specific responsibilities and obligations retained by the DEVELOPMENT hereunder, CITY shall provide to the DEVELOPMENT and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.
- M. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the Water, Sanitary, Storm Drainage, and Road Systems according to the CITY's Development Handbook.

XII. SPECIAL CONDITIONS

- A. Fire or emergency protection services are available to the DEVELOPMENT.
- B. Snow and ice removal from private roadways, drives or parking lots shall not be placed in public roadways or rights-of-way.
- C. DEVELOPER shall be responsible for submitting a Stormwater Management Practice Maintenance Agreement in accordance with the requirements of the CITY Zoning Code. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the CITY, at the Waukesha County Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the DEVELOPMENT.
- D. The Stormwater Management BMP's are to be maintained per the approved Stormwater Management Practice Maintenance Agreement referred to above.
- E. The DEVELOPER shall provide an open space maintenance plan satisfactory to the CITY as required under the Municipal Code Chapter 235-41. The DEVELOPER and ultimately the Condo/Homeowners Association shall be responsible for implementing said plan and maintaining said areas according to that plan. The DEVELOPER shall landscape and provide access to the open space as may be required by and in accordance with applicable CITY ordinance(s).

[signature page(s) follow]

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the said DEVELOPER has caused this AGREEMENT to be signed.

In the presence of:

DIL PARTNERS, LLC.
(DEVELOPER's Name)

(Authorized Signature)

DEVELOPER acknowledges that the person signing this AGREEMENT has the authority of DIL Partners, LLC. to do so and that the document has been approved by official action of the DEVELOPER.

(STATE OF WISCONSIN)
(COUNTY OF WAUKESHA) SS.
(CITY OF _____)

Personally came before me this ____ day of _____, 20__, the above named DIL Partners, LLC. came to me and is known to be the person who executed the foregoing instrument.

Notary Public Waukesha County Wisconsin
My commission expires:

Approved as to form:

Thomas Schmitzer - City Attorney

Accepted pursuant to the Authority of the Common Council:

CITY OF NEW BERLIN

David A. Ament - Mayor

Rubina Medina - City Clerk

Drafted by: Tamara M. Simonson, P.E. – City Engineer_____

CERTIFICATION

I, Rubina Medina , duly appointed as City Clerk for the City of New Berlin, do hereby certify that the attached plans and maps are true and correct copy of the original and if they are not legible or readable, a copy of the original is available at the City of New Berlin Engineering Department.

Document: 2025-05-09 2557.00 CIVIL & LANDSCAPE PLANS

File Number: UA-2500488

Date: _____

Name: Rubina Medina

Signature: _____

Title: City Clerk

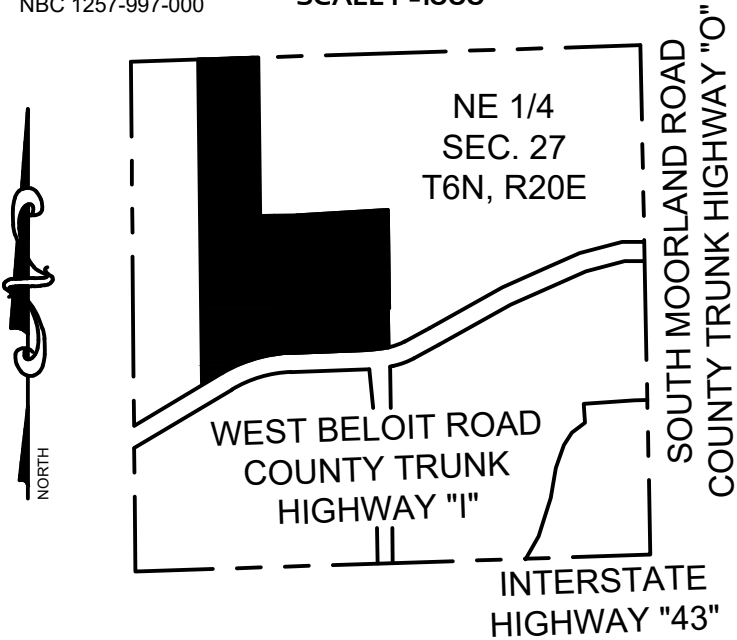
EXHIBIT A
LEGAL DESCRIPTION

CERTIFIED SURVEY
MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands
in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of
Section 27, Township 6 North, Range 20 East,
City of New Berlin, Waukesha County, Wisconsin

Subject Property
Zoning: O2, R-4 & C-2
Tax Key Number:
NBC 1257-998-006
NBC 1257-997-000

VICINITY SKETCH
SCALE 1"=1000'



Prepared for:
DIL PARTNERS LLC
780 Elm Grove Road - Suite 120
Elm Grove, WI 53122

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East which has a bearing of N88°09'00"E.
- Flood Zone Classification: The property lies with in Zone "X", Zone "AE" and "FLOODWAY" of the Flood Insurance Rate Map Community Panel No. 55133C0353H with an effective date of OCTOBER 19, 2023. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. Depicted by scaled map location and graphic plotting only, subject to map scale uncertainty.
- Vertical Datum: North American Vertical Datum of 1988(12), (NAVD88). Reference Benchmark: Concrete monument with brass cap at the northeast corner of the Northeast 1/4 Section 27, Town 6 North, Range 20 East, Elevation = 873.58.
- Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- Wetlands per Waukesha County Interactive Mapping System

Prepared By:

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

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

DRAFTED BY: ST
PEG JOB#2557.00
SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

TAX KEY #NBC 1239248001
OWNER: PETRAUSKI FAMILY TRUST
LOT 72
HEARTH RIDGE
ADDITION NO. 1

TAX KEY #
NBC 1240985
OWNER: CITY OF
NEW BERLIN
UNPLATTED LANDS

NE CORNER, NE 1/4
SEC. 27, T6N, R20E
(FOUND CONC. MON.
W/ BRASS CAP)

N88°09'00"E 350.71' P.O.B. N88°09'00"E 313.11' N88°09'00"E 2655.60' 1991.78'
NORTH LINE OF THE NE 1/4 SEC. 27, T6N, R20E



MARCH 14, 2025

NW CORNER, NE 1/4 SEC. 27, T6N, R20E
(FOUND CONC. MON. W/ BRASS CAP)
N=355,230.23; E=2,472,024.95
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM, SOUTH ZONE)

TAX KEY
#NBC 1257996
OWNER: COOK
UNPLATTED LANDS

TRIBUTARY TO
CALHOUN CREEK

100 YEAR FLOOD PLAIN
(GRAPHIC PLOTTING ONLY)

LOT 1
558,615 SQ. FT.
12.8241 ACRES

WETLAND

MOORLAND RESERVE
CONDOMINIUM
ADDENDUM NO. 1

TAX KEY #NBC
1257999006 - 9
OWNER: OAK MOOR
DEVELOPMENT
PARTNERS LLC

FLOODWAY
(GRAPHIC
PLOTTING ONLY)

LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- (R) - Denotes "Recorded As"

EDGE OF WATER
03/20/2024
EL.=848.5

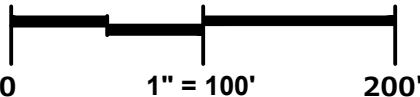
CENTERLINE
CALHOUN CREEK

S00°38'16"E
34.30'

((R) N89°09'06"E CSM 9227)
N89°09'18"E 190.38'

74.04' 32.13'

GRAPHICAL SCALE (FEET)



Prepared By:

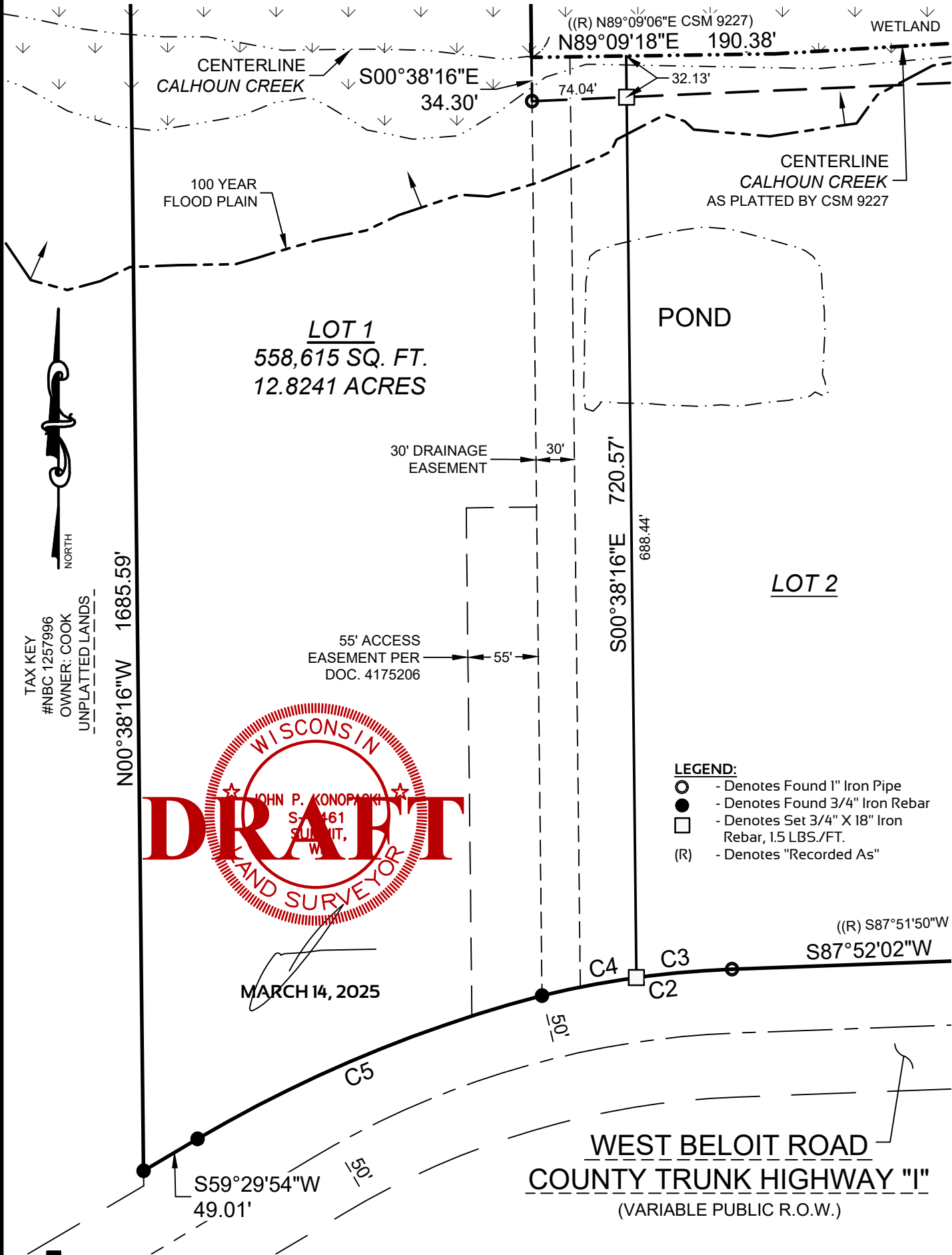
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#2557.00
SHEET 2 OF 8

CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



MARCH 14, 2025

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

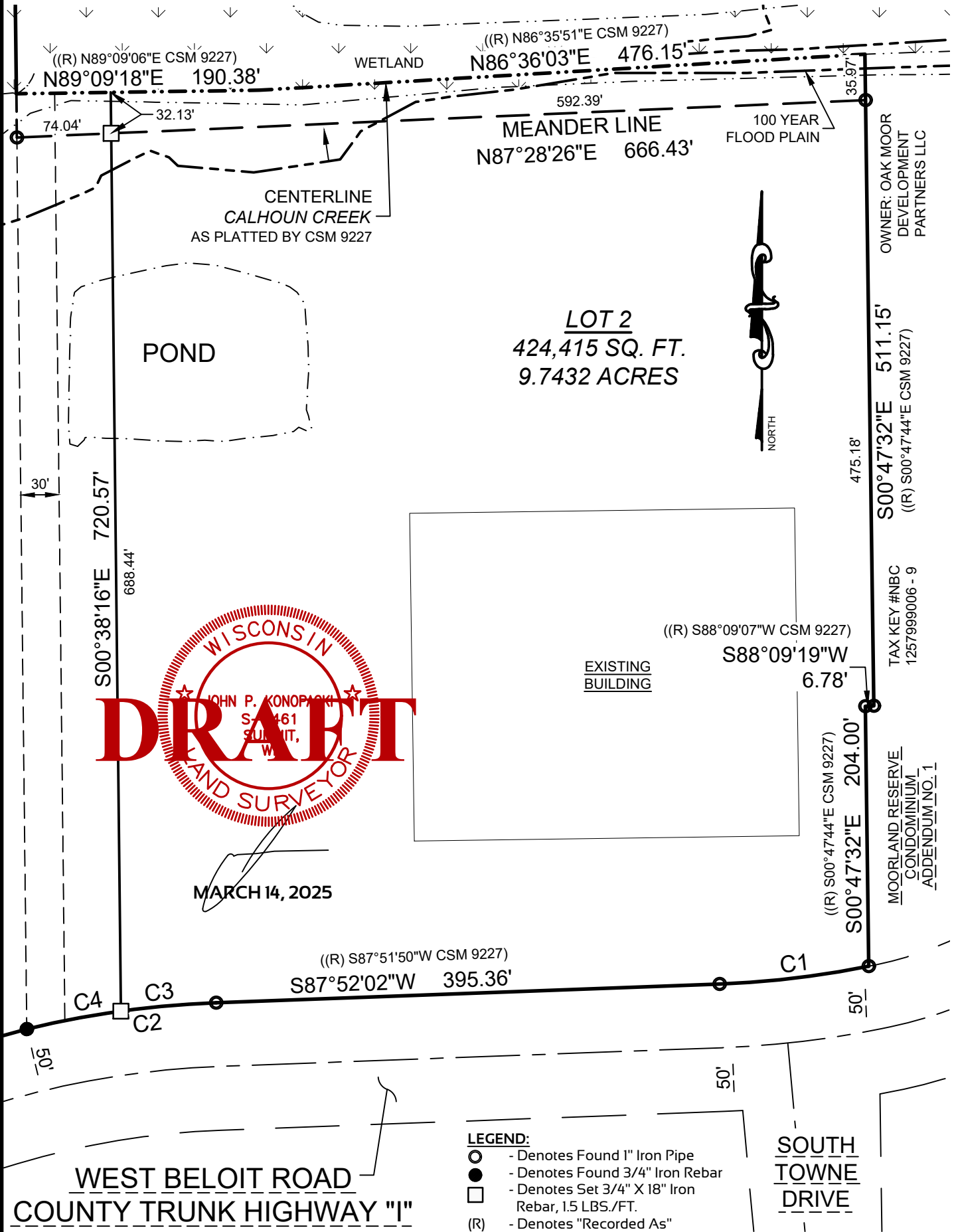
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2557.00

SHEET 3 OF 8

CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4
and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North,
Range 20 East, City of New Berlin, Waukesha County, Wisconsin



WEST BELOIT ROAD
COUNTY TRUNK HIGHWAY "I"

SOUTH
TOWNE
DRIVE



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

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

PEG JOB#2557.00

SHEET 4 OF 8

CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 27; thence North 88°09'00" East along the north line of said Northeast 1/4, 350.71 feet to the Point of Beginning;

Thence continuing North 88°09'00" East along said north line, 313.11 feet to the west line of Certified Survey Map No. 10890;
Thence South 00°38'16" East along said west line, 825.19 to the north line of Parcel 1 of Certified Survey Map No. 9227 and the platted centerline of Calhoun Creek;
Thence North 89°09'18" East along said centerline, 190.38 feet;
Thence North 86°36'03" East along said centerline, 476.15 feet to the east line of said Parcel 1;
Thence South 00°47'32" East along said east line, 511.15 feet;
Thence South 88°09'19" West along said east line, 6.78 feet;
Thence South 00°47'32" East along said east line, 204.00 feet to the north right of way line of West Beloit Road - County Trunk Highway "I";
Thence southwesterly 117.95 feet along said north right of way line and the arc of said curve to the left, whose radius is 727.50 feet and whose chord bears South 83°13'21" West, 117.82 feet;
Thence South 87°52'02" West along said north right of way line, 395.36 feet to a point of curvature;
Thence southwesterly 150.21 feet along said north right of way line and the arc of said curve to the left, whose radius is 745.00 feet and whose chord bears South 82°05'28" West, 149.95 feet to a point of compound curve;
Thence southwesterly 292.62 feet along said north right of way line and the arc of said compound curve to the left, whose radius is 1060.00 feet and whose chord bears South 67°24'25" West, 291.69 feet;
Thence South 59°29'54" West along said north right of way line, 49.01 feet;
Thence North 00°38'16" West, 1685.59 feet to the Point of Beginning.

Containing 983,030 square feet (22.5673 acres) of land Gross, more or less.

That I have made such survey, land division and map by the direction of DIL PARTNERS LLC and NBB PARTNERS LLC, owners of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of New Berlin Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: MARCH 13, 2025




John P. Konopacki
Professional Land Surveyor S-2461

CURVE TABLE								
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH		TANGENT	TANGENT
C1	117.95'	727.50'	009°17'23"	S83°13'21"W	((R) S83°13'09.5"W)	117.82'	S87°52'02"W	S78°34'39"W
C2	150.21'	745.00'	011°33'08"	S82°05'28"W	((R) S82°05'16.5"W)	149.95'	S87°52'02"W	S76°18'54"W
C3	75.00'	745.00'	005°46'05"	S84°59'00"W		74.97'	S87°52'02"W	S82°05'57"W
C4	75.21'	745.00'	005°47'03"	S79°12'26"W		75.18'	S82°05'57"W	S76°18'54"W
C5	292.62'	1060.00'	015°49'01"	S67°24'25"W		291.69'	S75°18'55"W	S59°29'54"W

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

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

PEG JOB#2557.00
SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE

DIL PARTNERS LLC and NBB PARTNERS LLC, Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that said limited liability companies caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

DIL PARTNERS LLC and NBB PARTNERS LLC, as owners, do further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

- 1. City of New Berlin

IN WITNESS WHEREOF, the said **DIL PARTNERS LLC** has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: **DIL PARTNERS LLC**

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, (title) _____, of the above **DIL PARTNERS LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

IN WITNESS WHEREOF, the said **NBB PARTNERS LLC** has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: **NBB PARTNERS LLC**

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, (title) _____, of the above **NBB PARTNERS LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



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


MARCH 14, 2025

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

PEG JOB#2557.00
SHEET 6 OF 8

CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

CONSENT OF CORPORATE MORTGAGEE - DIL PARTNERS LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date

Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE - NBB PARTNERS LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date

Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Parcel 1 of Certified Survey Map No. 9227 and additional lands in the Southwest 1/4
and Northwest 1/4 of the Northeast 1/4 of Section 27, Township 6 North,
Range 20 East, City of New Berlin, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____, 2025.

Date

David Ament, Chairman

Date

Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

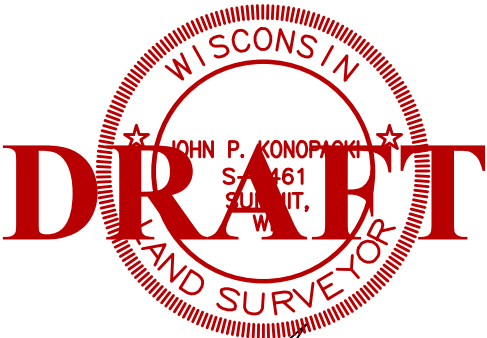
Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____, 2025.

Date

David Ament, Mayor

Date

Rubina R. Medina, City Clerk




MARCH 14, 2025



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

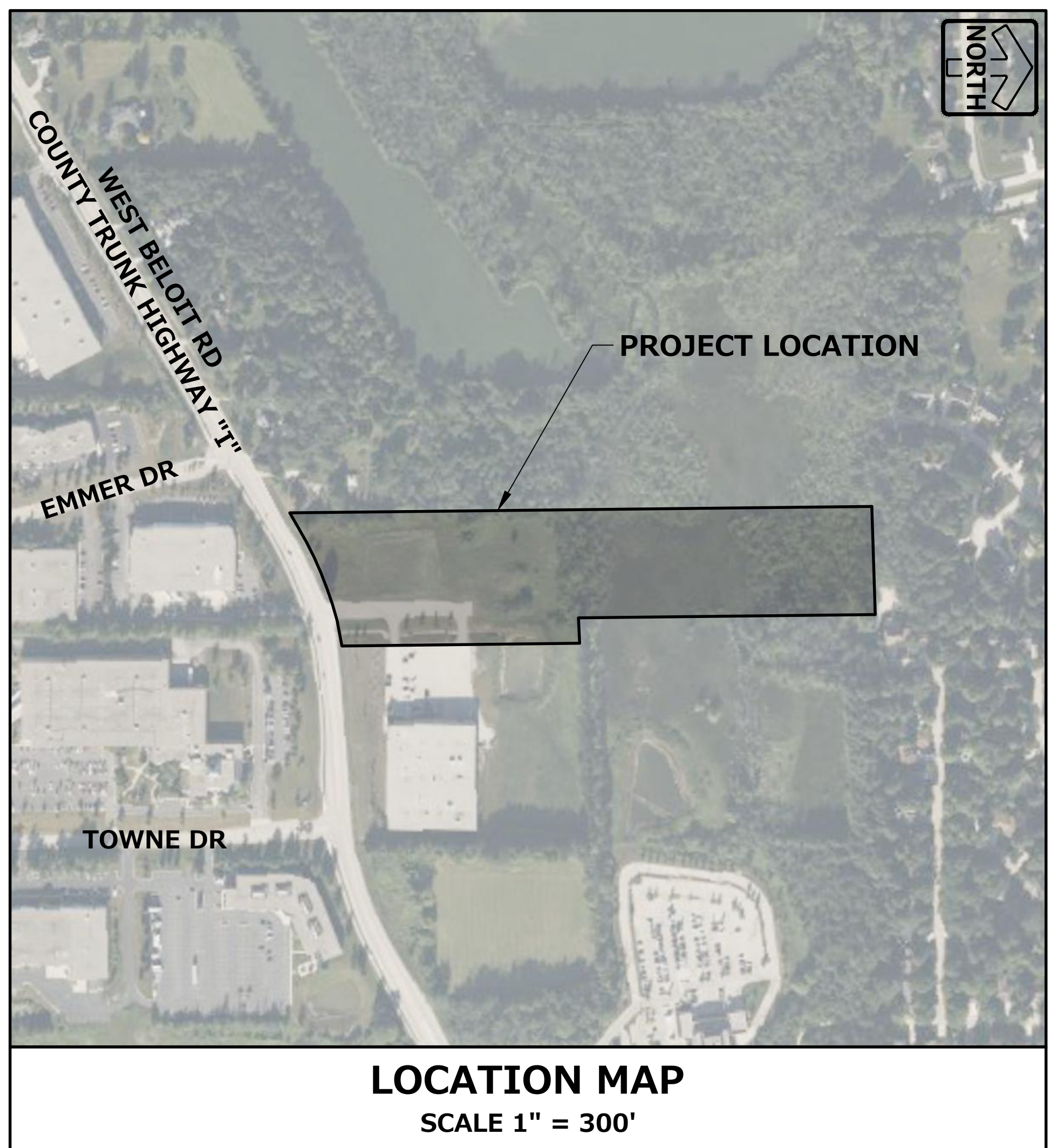
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2557.00
SHEET 8 OF 8

EXHIBIT B
DESCRIPTION OF PUBLIC IMPROVEMENTS

ONSITE CIVIL ENGINEERING INFRASTRUCTURE PLANS
FOR
**NEW BERLIN FABRICATION
BUILDING**

NEW BERLIN, WI
PLANS PREPARED FOR
LUTHER GROUP
780 ELM GROVE ROAD, SUITE 120
ELM GROVE, WISCONSIN 53122



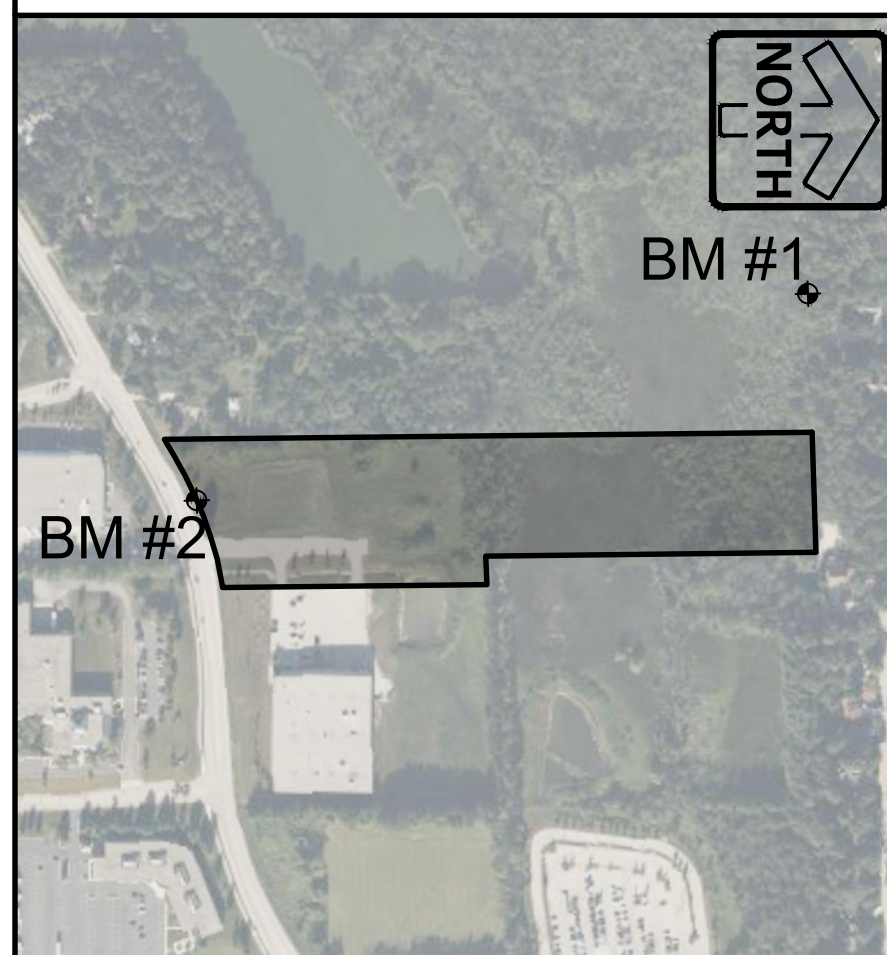
LEGEND

	EXISTING	PROPOSED
SANITARY MANHOLE		
STORM MANHOLE		
CATCH BASIN		
INLET		
PRECAST FLARED END SECTION		
CONCRETE HEADWALL		
VALVE VAULT		
VALVE BOX		
FIRE HYDRANT		
BUFFALO BOX		
CLEANOUT		
SANITARY SEWER		
FORCE MAIN		
STORM SEWER		
WATER MAIN		
UTILITY CROSSING		
GRANULAR TRENCH BACKFILL		
LIGHTING		
ELECTRICAL CABLE		
ELECTRICAL TRANSFORMER OR PEDESTAL		
POWER POLE		
POWER POLE WITH LIGHT		
GUY WIRE		
STREET SIGN		
GAS MAIN		
TELEPHONE LINE		
CONTOUR		
SPOT ELEVATION		
WETLANDS		
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)		
DIRECTION OF SURFACE FLOW		
DITCH OR SWALE		
DIVERSION SWALE		
OVERFLOW RELIEF ROUTING		
TREE WITH TRUNK SIZE		
SOIL BORING		
TOPSOIL PROBE		
FENCE LINE, TEMPORARY SILT		
FENCE LINE, WIRE		
FENCE LINE, CHAIN LINK OR IRON		
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
DEPRESSED CURB		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		
PROPERTY LINE		

ABBREVIATIONS

BL	BASE LINE	NSI	NATIVE SOIL INTERFACE
C	LONG CHORD OF CURVE	NWL	NORMAL WATER LEVEL
C & G	CURB AND GUTTER	PC	POINT OF CURVATURE
CB	CATCH BASIN	PT	POINT OF TANGENCY
CL	CENTERLINE	PVI	POINT OF VERTICAL INTERSECTION
D	DEGREE OF CURVE	R	RADIUS
ED	EDGE OF PAVEMENT	ROW	RIGHT-OF-WAY
FF	FINISHED FLOOR	SAN	SANITARY SEWER
FG	FINISHED GRADE	ST	STORM SEWER
FL	FLOW LINE	T	TANGENCY OF CURVE
FP	FLOODPLAIN	TB	TOP OF BANK
FR	FRAME	TC	TOP OF CURB
FW	FLOODWAY	TF	TOP OF FOUNDATION
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE

BENCHMARKS



NOTE
NORTH AMERICAN VERTICAL DATUM OF 1988(12),
(NAVD88)

REFERENCE BENCHMARK

**1. CONCRETE MONUMENT WITH BRASS CAP AT
NORTHEAST CORNER OF THE NE 1/4 S27, T6N, R20E, ELEV
= 873.58**

SITE BENCHMARKS

2. NW FLANGE BOLT ON HYDRANT. ELEV = 875.65

GENERAL NOTES

- | | |
|---|--|
| <p>1. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL AND OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.</p> | <p>8. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS. ALL APPLICABLE PERMITS HAVE BEEN OBTAINED, AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.</p> |
| <p>2. A GEOTECHNICAL REPORT FOR THIS SITE HAS NOT BEEN PREPARED AT THIS TIME. THE DATA ON SUB-SURFACE SOIL CONDITIONS IS NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE CONTINUITY OF SUCH CONDITIONS BETWEEN BORINGS OR NOT. IT IS SIMPLY UNDERSTOOD THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS DRAWN THERE FROM BY THE CONTRACTOR. DATA IS MADE AVAILABLE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.</p> | <p>9. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING, IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES SHALL NOT COMMENCE OR CONTINUE UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.</p> |
| <p>3. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.</p> | <p>10. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT, OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.</p> |
| <p>4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.</p> | <p>11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGER'S HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.</p> |
| <p>5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.</p> | <p>12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.</p> |
| <p>6. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.</p> | <p>13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."</p> |
| <p>7. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTENSION.</p> | <p>14. THE CONTRACTOR SHALL INDEMNIFY THE CITY, CITY ENGINEER, CITY BUILDING INSPECTOR, OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.</p> |
| | <p>15. PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING MUST BE HELD AT THE CITY OFFICES. THE PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.</p> |

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REQUIRED SUBMITTALS FOR APPROVAL

1. ASPHALT PAVEMENTS
2. CONCRETE PAVEMENTS (EXTERIOR)
3. STONE BASE COURSE
4. TRENCH BACKFILL
5. PIPE BEDDING
6. TIE BARS
7. DOWEL BARS
8. DOWEL BAR BASKETS

REQUIRED SUBMITTALS FOR RECORDS

1. WATER MAIN PIPE FITTINGS
2. SANITARY SEWER
3. STORM SEWER
4. SUBGRADE STABILIZATION (IF APPLICABLE)

PROJECT TEAM CONTACTS

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EXPIRATION DATE: JULY 31, 2026

PINNACLE ENGINEERING GROUP, LLC
ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER OF ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE TO ACT. ANY ACTION TAKEN WITHOUT KNOWLEDGE OF SUCH CONDITIONS TO THE ENGINEER, IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

REVISIONS

1	CITY COMMENTS	05/09/25			

WEEK JOB No **2557.00-WI**

START DATE	03/20/25
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THESE PLANS AND DESIGNS ARE COPYRIGHT INSTRUCTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC. DESIGNED: AEM REVIEWED: TAM DRAFTED: DON

SITE AND DIMENSIONAL PLAN NOTES
1. ALL DIMENSIONS ARE EDGE OF PAVEMENT, FACE OF CURB, SHOULDER, OR CENTER OF LANE LINE UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
2. ALL PROPOSED CURB AND GUTTER SHALL BE 18" STANDARD CURB AND GUTTER (SEE DETAIL), UNLESS OTHERWISE NOTED. CURB AND GUTTER DRAINING AWAY FROM THE FACE OF CURB IS NOTED AS REVERSE CURB AND GUTTER.
3. BUILDING DIMENSIONS AND ADJACENT PARKING AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE (1-800-242-8511) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
5. IMPROVEMENTS ADJACENT TO BUILDING IF SHOWN SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBING, FENCES, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS, AND DETAILS.
6. REFER TO ELECTRICAL PLANS FOR LIGHTING LOCATIONS, SPECIFICATIONS, AND DETAILS.
7. SEE ADDITIONAL NOTES AND DETAILS ON CONSTRUCTION DETAILS.
8. ALL PAVING SHALL CONFORM TO STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION, LATEST EDITION AND APPLICABLE CITY OF NEW BERLIN ORDINANCES, AND SPECIFICATIONS CONTAINED WITHIN THIS PLAN SET.
9. PAVEMENT DESIGN SHALL BE AS INDICATED ON TEMPLATE EXHIBIT DRAWINGS, TENANTS PAVEMENT DESIGN GUIDELINES, AND PROTOTYPICAL DETAILS PROVIDED CONTRACTOR SHALL USE WHITE EPOXY STRIPING ON ASPHALT AND YELLOW EPOXY STRIPING ON CONCRETE.
10. PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING EPOXY FOR NEW ASPHALT OR COATED ASPHALT. APPLY MARKING EPOXY AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES OR TO MANUFACTURER'S SPECIFICATION, WHICHEVER IS GREATER.
11. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT EXISTING PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
12. DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
13. LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
14. PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
15. BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
16. ASPHALTIC CONCRETE PAVING SPECIFICATIONS
16.1. CODES AND STANDARDS: THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS THE STATE HIGHWAY SPECIFICATIONS.
16.2. WEATHER LIMITATIONS: APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
16.3. GRADE CONTROL: ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
16.4. CRUSHED AGGREGATE BASE COURSE: THE TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
16.5. BINDER COURSE AGGREGATE: THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.
16.6. SURFACE COURSE AGGREGATE: THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.
16.7. ASPHALTIC MATERIALS: THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
16.8. SURFACE PREPARATION: NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
17. TRAFFIC CONTROL SHALL BE PER M.U.T.C.D.
18. PUBLIC CURB & GUTTER REPLACEMENT SHALL BE TIED TO EXISTING CURB & GUTTER WITH #4 TIE BARS. PUBLIC CURB & GUTTER SHALL BE A 6-BAG MIX.
19. TIE BARS: PLACE AT ALL LONGITUDINAL JOINTS IN ENTRANCE AREAS/ROADS PER WISDOT 13C01. PLACE IN CURB AND GUTTER PER WISDOT 8D01.

GRADING NOTES
1. CONTRACTOR SHALL VERIFY ALL GRADES. ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. SPOT ELEVATIONS REPRESENT THE GRADE ALONG THE CURB AND GUTTER FLANGELINE UNLESS OTHERWISE NOTED.
4. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
4.1. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE. THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
5. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
6. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
7. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
8. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL, OR THE MAXIMUM COMPACTION LIFT DEPTH.
9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGERS HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL CITY OF NEW BERLIN AND WAKEUSA COUNTY CONSTRUCTION STANDARDS/ORDINANCES.
16. LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT, UNLESS OTHERWISE SPECIFIED ON THE LANDSCAPE PLANS.
17. TOPSOIL BERMING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3%(±) OPTIMUM MOISTURE CONTENT.
18. SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PINNACLE ENGINEERING GROUP. IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.

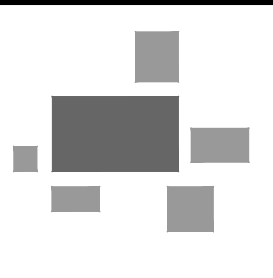
GENERAL UTILITY NOTES
1. EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.
2. ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
3. UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE CITY OF NEW BERLIN STANDARDS AND SPECIFICATIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES SPS 382.
4. LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPUTATIONS OF MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
5. CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
6. CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
7. ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER, EXCEPT FOR THOSE UTILITIES IDENTIFIED AS PUBLIC.
8. THE CONTRACTOR SHALL CONTACT THE CITY OF NEW BERLIN PUBLIC WORKS DEPARTMENT 48-HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE CITY-OWNED SYSTEM TO SCHEDULE INSPECTIONS.
9. ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES ARE SHOWN ON THE ARCHITECTURAL PLANS AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPER AUTHORITIES FOR ANY REQUIRED PERMITS, AUTHORIZATIONS, TRAFFIC CONTROL AND ANY PERMIT FEES REQUIRED.
11. FIELD TILE CONNECTION - ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE SIZE, TYPE AND NUMBER OF WATER MAIN BENDS, HORIZONTAL AND VERTICAL, REQUIRED TO COMPLETE CONSTRUCTION. COST FOR BENDS, HORIZONTAL AND VERTICAL, SHALL BE INCIDENTAL AND INCLUDED IN THE OVERALL COST OF THE CONTRACT.
13. TRACER WIRE: COPPERHEAD TRACER WIRE #10 SOLID CCS SUPERFLEX (BLUE). WIRE CONNECTORS SHALL BE SNAKEBITE (BLUE) MADE BY COPPERHEAD INDUSTRIES, LLC. THE TRACER WIRE FOR THE SANITARY SEWER LATERAL (GREEN) SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 4-INCH PVC PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING. TRACER WIRE FOR WATER MAIN SHALL BE INSTALLED WITH #12-GAUGE TRACER WIRE AND SHALL TERMINATE IN TRACER WIRE ACCESS BOXES AT ALL FIRE HYDRANTS.
14. WATER MAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6.5 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).
15. SEE UTILITY PLANS AND CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION.

STORM SEWER NOTES
1. PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS C-78 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. STRENGTH CLASSIFICATIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING
HEIGHT OF COVER (FEET): 0-2 2-3 3-6 6-15 15-25 25+
MINIMUM CONCRETE PIPE CLASSIFICATION: IV III II III IV ENGINEER TO SPECIFY
2. HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE "S", OR POLYVINYL CHLORIDE (PVC) - CLASS P546 MEETING AASHTO M278, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
3. INLETS - INLETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" X 2'-6" MAXIMUM OPENING. SEE CONSTRUCTION DETAILS FOR FRAME AND GRATE TYPES. STRUCTURE SHOP DRAWINGS SHALL BE SUBMITTED TO PINNACLE ENGINEERING GROUP FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.
4. BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL.
5. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS". MANHOLE FRAMES AND COVERS - SEE CONSTRUCTION DETAILS.
6. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER. 15. TRACER WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THESE CODE SECTIONS AS PER 182.0715(2R) OF THE STATUTES.

WATER MAIN NOTES
1. PIPE - WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150 OR 200, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS.
2. VALVES AND VALVE BOXES - GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.27.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.
3. HYDRANTS - HYDRANTS SHALL CONFORM TO THE CITY OF NEW BERLIN STANDARDS AND SPECIFICATIONS AND IN ACCORDANCE WITH FILE NO. 38 OF THE "STANDARD SPECIFICATIONS." THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 24-INCHES. HYDRANT MANUFACTURE: WATEROUS PACER WITH WATER SERIES 2500 VALVES.
4. BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".
5. ALL DUCTILE FITTINGS, VALVES, AND VALVE BOXES SHALL CONFORM WITH ALL CITY OF NEW BERLIN STANDARD SPECIFICATIONS FOR DEVELOPMENT AND SHALL BE TRIPLE WRAPPED AND SECURELY TAPED AROUND WITH POLYETHYLENE AS SPECIFIED IN CHAPTER 4.4.4 AND 8.21.0 OF THE "STANDARD SPECIFICATIONS".
6. BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS".
7. GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL.
8. SLURRY BACK FILL UNDER PUBLIC ROAD PAVEMENT. SLURRY LIMITS: FROM TOP OF COVER STONE TO PAVEMENT. SLURRY TO BE 1-BAG PORTLAND MIX.
9. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS".

SANITARY SEWER NOTES
1. PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35 (UP TO 15' OF COVER) & SDR-26 (GREATER THAN 15'), WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.
2. BEDDING AND COVER MATERIAL - BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATION" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.43.2 (A).
3. BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO INSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OF BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE SUPPORT."
4. BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS."
5. SLURRY BACK FILL UNDER PUBLIC ROAD PAVEMENT. SLURRY LIMITS: FROM TOP OF COVER STONE TO PAVEMENT. SLURRY TO BE 1-BAG PORTLAND MIX.
6. GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL.
7. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS."
8. MANHOLES - MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL STANDARDS AND SPECIFICATIONS OF THE CITY OF NEW BERLIN. STRUCTURE SHOP DRAWINGS SHALL BE SUBMITTED TO PINNACLE ENGINEERING GROUP FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.
9. MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1661.

EROSION & SEDIMENT CONTROL NOTES
1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN EPA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT ("WPDES" PERMIT NO. WI-S067831-4) FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL TECHNICAL STANDARDS AND PROVISIONS IN EFFECT AT THE TIME OF CONSTRUCTION. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMPs). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMPs PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY OWNER/ENGINEER OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMPs. ALL MODIFICATIONS MUST BE APPROVED BY OWNER/ENGINEER/GOVERNING AGENCY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEEP AND/OR SCRAPPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST IMMEDIATELY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER AND SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS. ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:
8.1. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
8.2. BACKFILL, COMPACT AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
8.3. DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMPs PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.
9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
10. ALL WATERCOURSES AND WETLANDS SHALL BE PROTECTED WITH SILT FENCE TO PREVENT ANY DIRECT DISCHARGE FROM DISTURBED SOILS.
11. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
12. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
13. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER IMMEDIATELY FOLLOWING COMPLETION OF SUCH ACTIVITIES OR PRIOR TO THE COMPLETION OF EACH WORK DAY, WHICH EVER OCCURS FIRST.
14. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
15. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS. PUMP DISCHARGE SHALL BE DIRECTED INTO AN APPROVED FILTER BAG OR APPROVED SETTLING DEVICE.
16. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF FOURTEEN (14) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
17. ALL DISTURBED SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH NORTH AMERICAN GREEN 5758N EROSION MATTING (OR APPROVED EQUAL) AND ALL CHANNELS SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C1258N (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF. AS REQUIRED, EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
18. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIGHER EXPENSE.
19. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
20. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH OF THE GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
21. SEE ADDITIONAL DETAILS AND NOTES ON SITE STABILIZATION AND CONSTRUCTION DETAILS.



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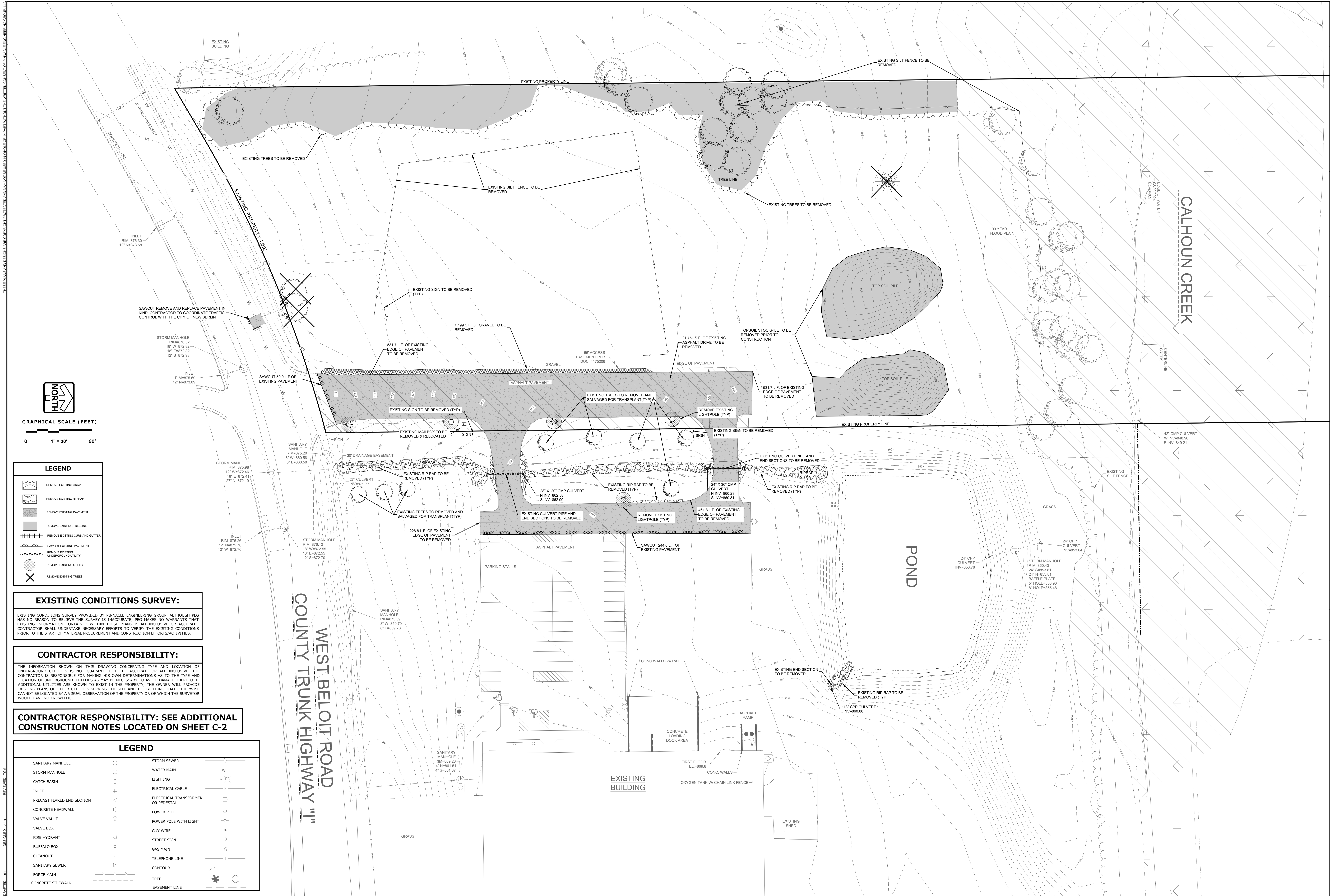
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NEW BERLIN, WI

GENERAL NOTES

REVISIONS
1. CITY COMMENTS
05/09/25
—
—
—

PEC JOB NO. 2557-00-WT
TOM
PEC PM
START DATE 03/20/25
SCALE
NTS
SHEET C-2 OF C-11



LEGEND

- REMOVE EXISTING GRAVEL
- REMOVE EXISTING RIP RAP
- REMOVE EXISTING PAVEMENT
- REMOVE EXISTING TREELINE
- REMOVE EXISTING CURB AND GUTTER
- SAWCUT EXISTING PAVEMENT
- REMOVE EXISTING UNDERGROUND UTILITY
- REMOVE EXISTING UTILITY
- REMOVE EXISTING TREES

EXISTING CONDITIONS SURVEY:

EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH PEG HAS NO REASON TO BELIEVE THE SURVEY IS INACCURATE, PEG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

CONTRACTOR RESPONSIBILITY:

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.

CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL CONSTRUCTION NOTES LOCATED ON SHEET C-2

LEGEND

SANITARY MANHOLE	STORM SEWER	W
STORM MANHOLE	WATER MAIN	W
CATCH BASIN	LIGHTING	W
INLET	ELECTRICAL CABLE	W
PRECAST FLARED END SECTION	ELECTRICAL TRANSFORMER OR PEDESTAL	W
CONCRETE HEADWALL	POWER POLE	W
VALVE VAULT	POWER POLE WITH LIGHT	W
VALVE BOX	GUY WIRE	W
FIRE HYDRANT	STREET SIGN	W
BUFFALO BOX	GAS MAIN	W
CLEANOUT	TELEPHONE LINE	W
SANITARY SEWER	CONTOUR	W
FORCE MAIN	TREE	W
CONCRETE SIDEWALK	EASEMENT LINE	W

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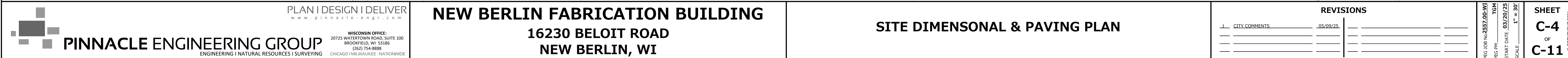
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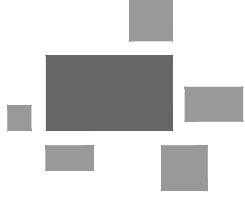
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EXISTING CONDITIONS & DEMOLITION PLAN

REVISIONS	
1. CITY COMMENTS	05/09/23

REG. JOB NO. 2557-00-WI
REG. PM. TBM
START DATE 03/20/23
SCALE 1" = 30'
SHEET C-3 OF C-11

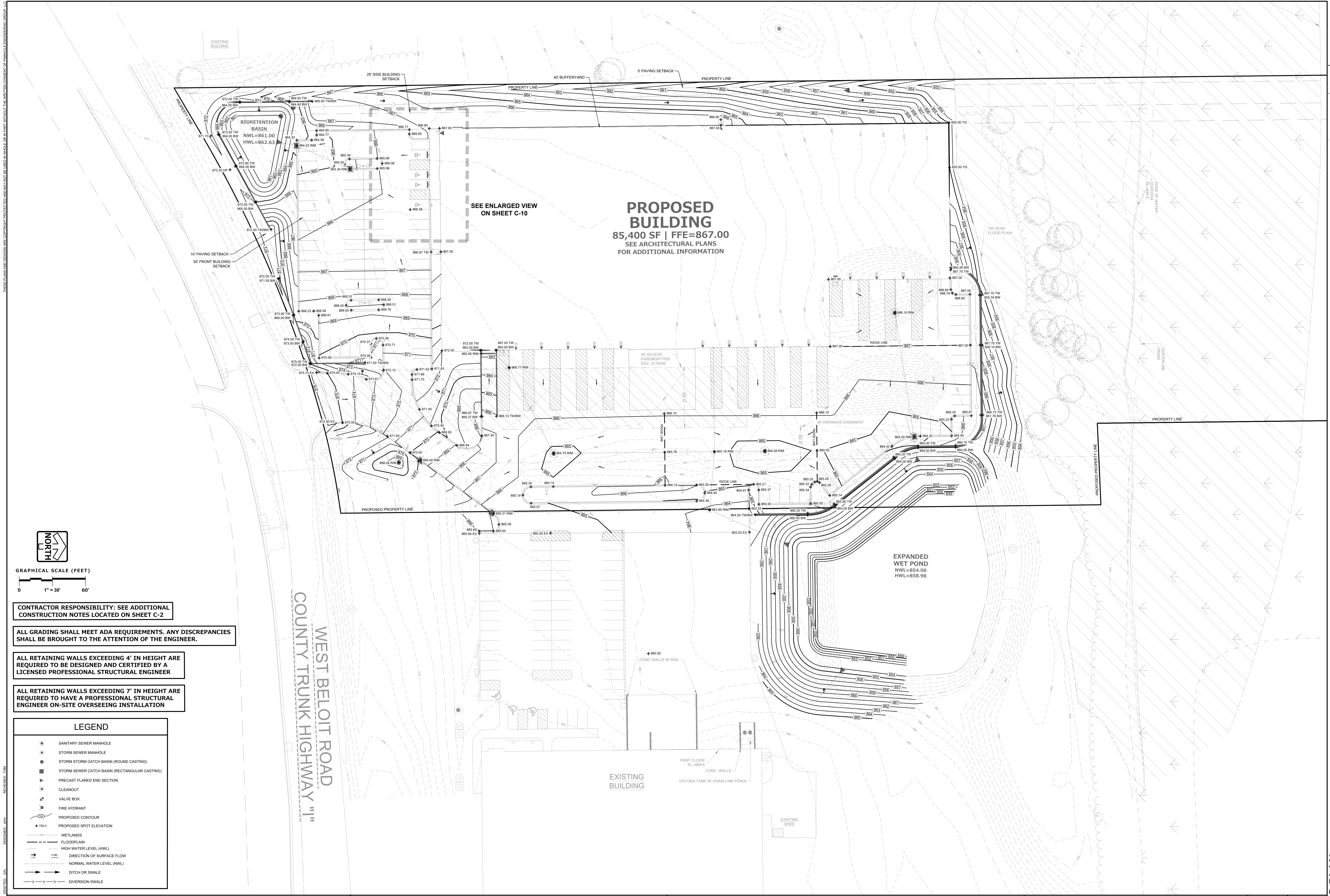




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- CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL CONSTRUCTION NOTES LOCATED ON SHEET C-2**
- ALL GRADING SHALL MEET ADA REQUIREMENTS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.**
- ALL RETAINING WALLS EXCEEDING 4' IN HEIGHT ARE REQUIRED TO BE DESIGNED AND CERTIFIED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER**
- ALL RETAINING WALLS EXCEEDING 7' IN HEIGHT ARE REQUIRED TO HAVE A PROFESSIONAL STRUCTURAL ENGINEER ON-SITE OVERSEEING INSTALLATION**

LEGEND

 SANITARY SEWER MANHOLE

 STORM SEWER MANHOLE

 STORM CATCH BASIN (ROUND CASTING)

 STORM CATCH BASIN (RECTANGULAR CASTING)

 PRECAST FLARED END SECTION

 CLEANOUT

 VALVE BOX

 FIRE HYDRANT

 PROPOSED CONTOUR

 PROPOSED SPOT ELEVATION

 WETLANDS

 FLOODPLAIN

 HIGH WATER LEVEL (HWL)

 DIRECTION OF SURFACE FLOW

 NORMAL WATER LEVEL (NWL)

 DITCH OR SWALE

 DIVISION SWALE

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GRADING PLAN

REVISIONS	
1. CITY COMMENTS	05/09/23

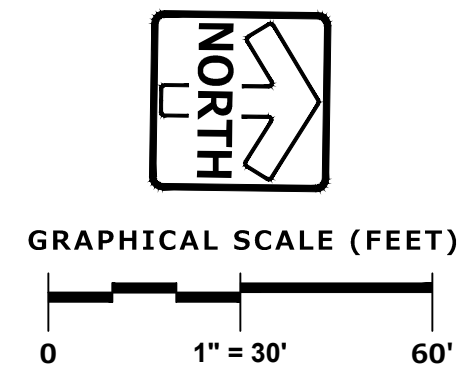
REG. JOB NO. 2557.00-WI
REG. FIRM
SCALE 1" = 30'

TCM
START DATE 03/20/25
SHEET C-5 OF C-11

SCOTT BRESCHT, P.E.
GRADING PLAN

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DESIGNED: DML
DRAFTED: DML
REVIEWED: ATM
TGM



LEGEND	
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	STORM STORM CATCH BASIN (ROUND CASTING)
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)
	PRECAST FLARED END SECTION
	CLEANOUT
	VALVE BOX
	FIRE HYDRANT
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION
	WETLANDS
	FLOODPLAIN
	HIGH WATER LEVEL (HWL)
	DIRECTION OF SURFACE FLOW
	NORMAL WATER LEVEL (NWL)
	DITCH OR SWALE
	DIVERSION SWALE
	SILT FENCE
	TYPE D INLET PROTECTION
	STRAW WATTLE DITCH CHECK
	LEVEL SPREADER
	CONSTRUCTION ENTRANCE
	HYDROSEED
	EROSION CONTROL BLANKET

CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL
CONSTRUCTION NOTES LOCATED ON SHEET C-2

CONSTRUCTION SITE SEQUENCING	
1.	INSTALL PERIMETER SILT FENCE, INLET PROTECTION, TEMPORARY CONSTRUCTION ENTRANCE AND ANY OTHER EROSION CONTROL MEASURES.
2.	DEMOLITION AND REMOVALS OF BUILDING(S), PAVEMENTS, AND LANDSCAPING.
3.	CONDUCT ROUGH GRADING EFFORTS.
4.	CONSTRUCTION OF FOUNDATIONS AND BUILDING.
5.	INSTALL UTILITY PIPING & STRUCTURES.
6.	COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
7.	INSTALL TOPSOIL AND LANDSCAPING. IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
8.	EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.
CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.	



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EROSION CONTROL PLAN

REVISIONS	
1. CITY COMMENTS	05/09/25

REG. JOB NO. 2557.00-WI	TGM
REG. NO.	
START DATE 03/20/25	
SCALE 1" = 30'	
SHEET C-6 OF C-11	

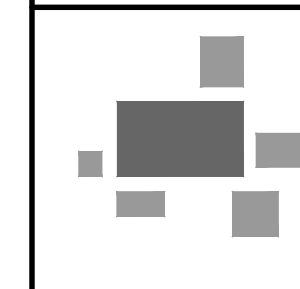
EROSION CONTROL PLAN

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DRAFTED: DNL
DESIGNED: AJM
REVIEWED: TGM

Z:\PROJECTS\2021\2557.00-WI\CAD\SHEETS\2557.00 STORM SEWER PLAN.DWG



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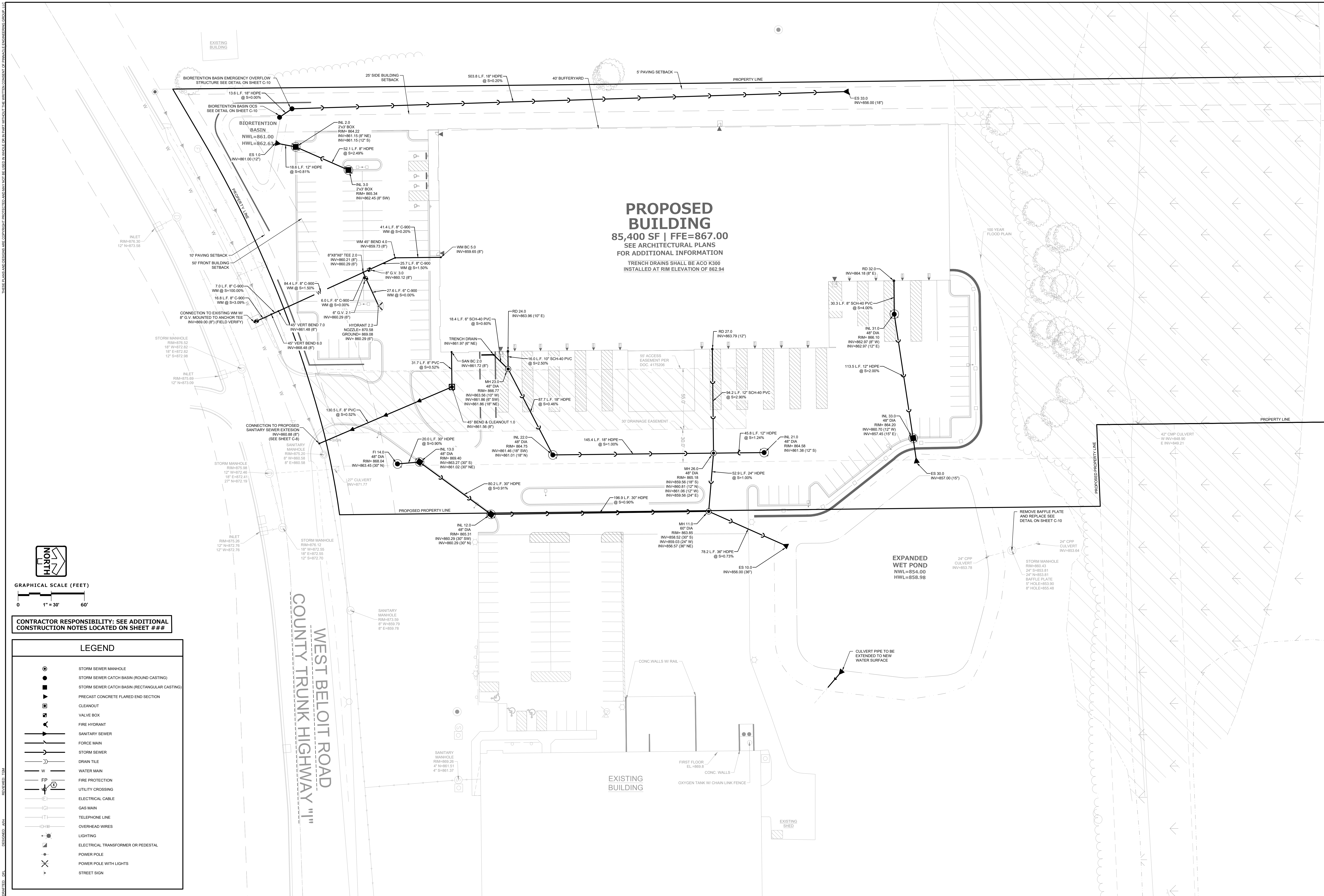
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UTILITY PLAN

REVISIONS	
1	CITY COMMENTS 05/09/23

REG. JOB NO. 2557.00-WI	TGM
REG. NO.	
START DATE 03/20/25	
SCALE 1" = 30'	
SHEET C-7 OF C-11	UTILITY PLAN



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DESIGNED: ATM
REVIEWED: TGM

DRAFTED: DNL



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PUBLIC UTILITY PLAN & PROFILE

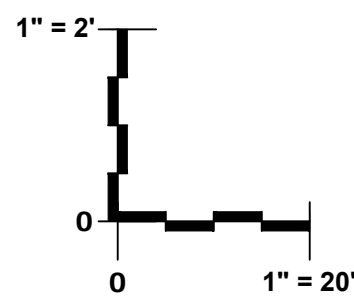
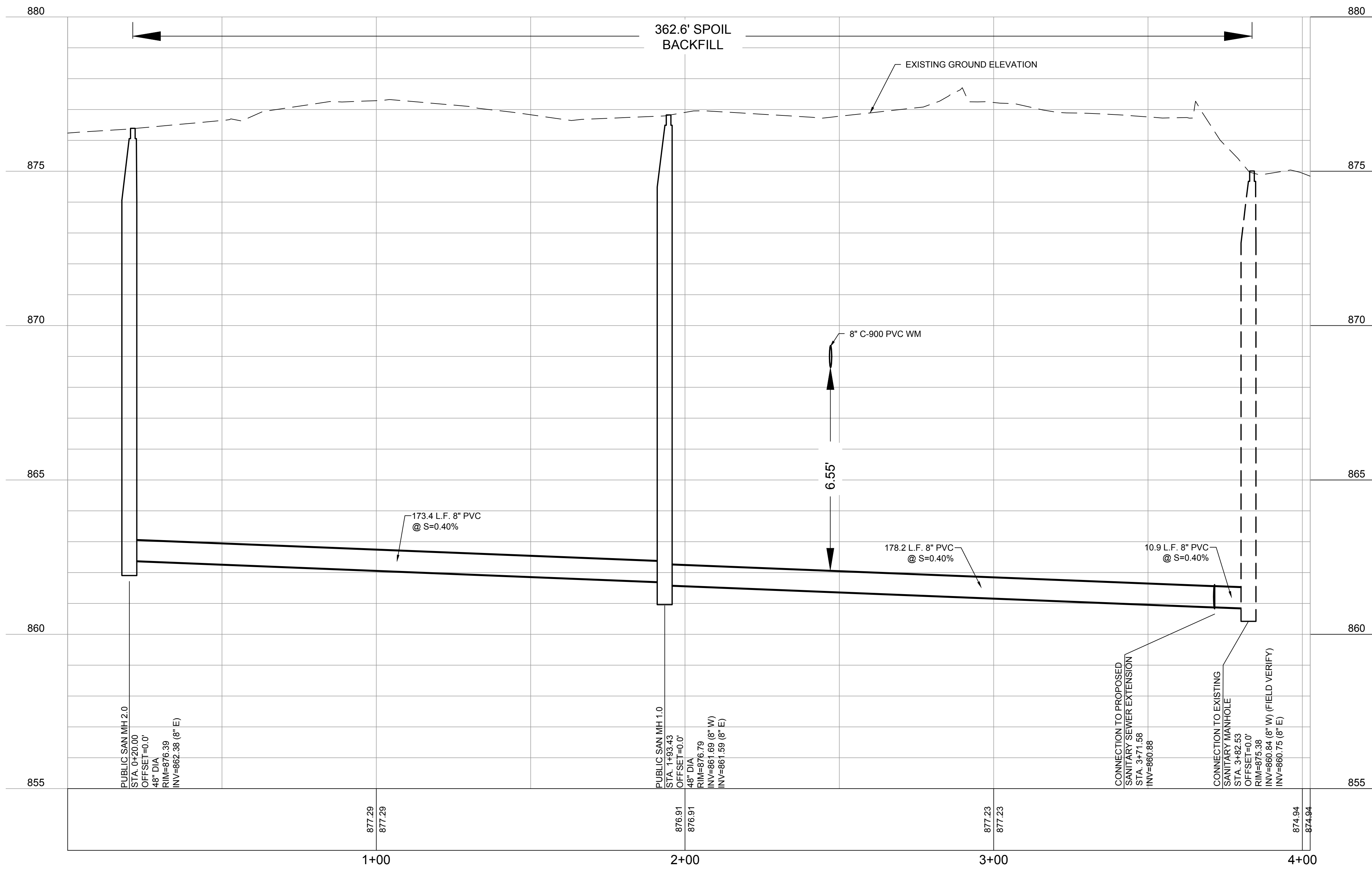
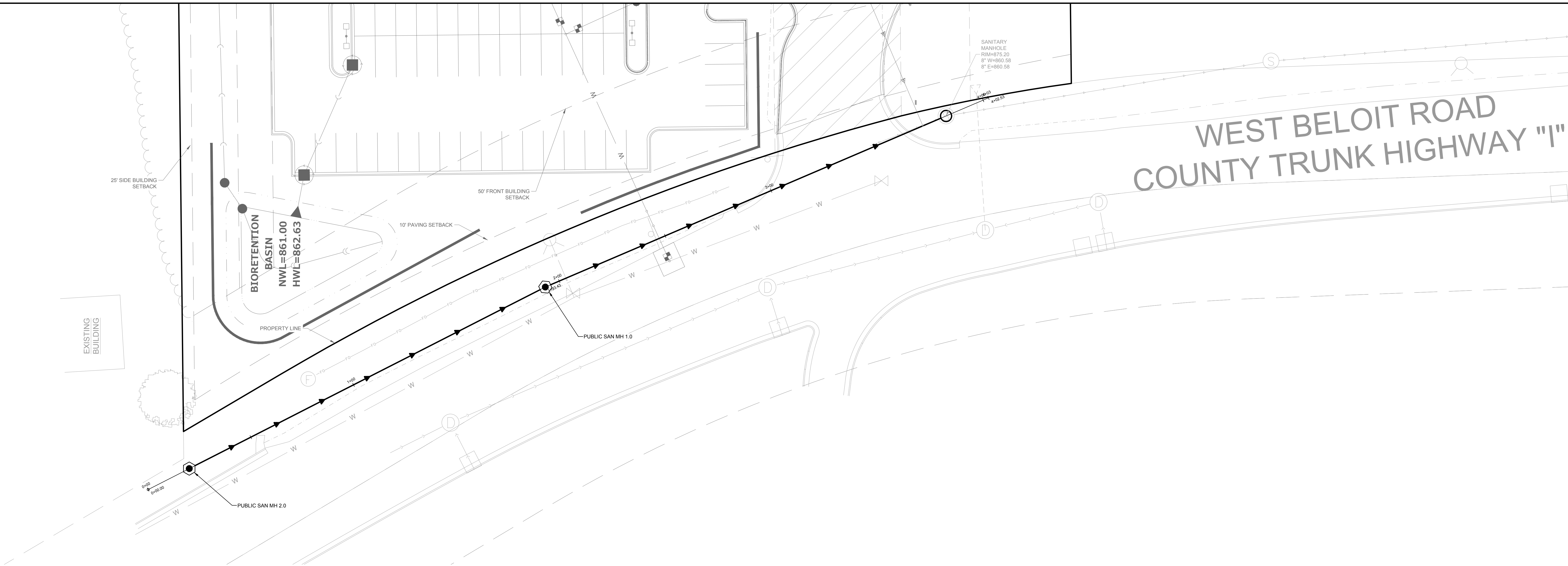
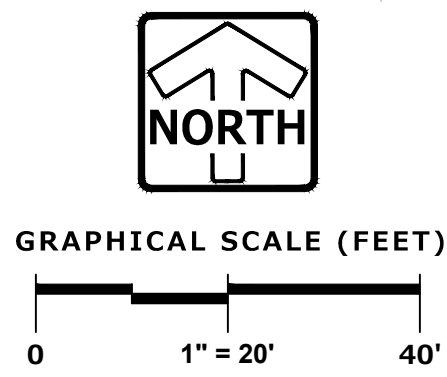
REVISIONS	
1. CITY COMMENTS	05/09/25

REG JOB NO: 2557.00-WI	TGM
REG PM:	
START DATE: 03/20/25	
SCALE: 1" = 20'	

SHEET	C-8
OF	
SHEET	C-11

PUBLIC UTILITY PLAN & PROFILE

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1.0 POTENTIAL POLLUTANT SOURCES

GIVEN THE PROPOSED ACTIVITY ON THE PROJECT SITE, THE PRIMARY POTENTIAL POLLUTANT SOURCE ASSOCIATED WITH THIS CONSTRUCTION PROJECT IS SOIL EROSION AND TRANSPORTATION. REFER TO SECTION 4 OF THIS PLAN, ADDITIONAL POTENTIAL SOURCES OF POLLUTION MAY INCLUDE: FUEL TANKS, WASTE CONTAINERS, OIL OR OTHER PETROLEUM PRODUCTS, DETERGENTS, PAINTS, CONSTRUCTION DEBRIS, SANITARY STATIONS, FERTILIZERS, AND MUST, REFER TO SECTION 5 OF THIS PLAN.

2.0 EROSION AND SEDIMENT CONTROL IMPLEMENTATION

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

2.1 CONSTRUCTION AND EROSION CONTROL SEQUENCING

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

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

2.2 STABILIZATION PRACTICES

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

STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS PERMANENTLY CEASED UNLESS:

THE INITIATION OF STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE IS PRECLUDED BY SNOW COVER, IN THAT EVENT, STABILIZATION MEASURE SHALL BE INITIATED AS SOON AS PRACTICABLE.

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

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

- PERMANENT SEEDING, IN ACCORDANCE WITH APPROVED LANDSCAPING PLAN
- TEMPORARY SEEDING MAY CONSIST OF SPRING OATS (100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LBS/ACRE)
- HYDRO-MULCHING WITH A TACKIFIER
- GEOTEXTILE EROSION MATTING
- SEEDING

2.3 STRUCTURAL PRACTICES

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

SUCH PRACTICES COULD INCLUDE SILT FENCE, PROTECTION FENCE, CONSTRUCTION ENTRANCE, DITCH CHECK, EROSION CONTROL MATTING, DIVERSION BERMS/WALE, SEDIMENT TRAP, LEVEL SPREADER, INLET PROTECTION, OUTLET PROTECTION, AND TEMPORARY OR PERMANENT SEDIMENT BASIN. THE FOLLOWING STRUCTURAL PRACTICES ARE TO BE UTILIZED DURING THIS PROJECT.

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

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

DITCH CHECK (STRAW BALES) SHALL BE INSTALLED IN DRAINAGE CHANNELS AS NEEDED.

EROSION CONTROL MATTING SHALL BE PLACED ON AREAS OR EMBANKMENTS HAVING SLOPES GREATER THAN OR EQUAL TO 3H:1V, BEFORE VEGETATION IS ESTABLISHED.

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

SEDIMENT TRAPS/BASIN SHALL BE CONSTRUCTED TO COLLECT RUNOFF AND RUNOFF FROM SITE DIVERSION BERMS/WALES.

INLET PROTECTION SHALL BE INSTALLED AT STORMWATER DRAINAGE INLETS TO REDUCE SEDIMENT WITHIN STORM SEWER CONVEYANCE FEATURES.

OUTLET SCOUR PROTECTION SHALL BE INSTALLED AT STORMWATER DRAINAGE OUTLETS TO DIFFUSE FLOWS.

3.0 ADDITIONAL PRACTICES

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

CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL, SANITARY WASTE, AND WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARP/PAULIN TO PREVENT BLOWING DEBRIS.

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

- COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.
- ROUGHENING (EQUIPMENT TRACKING) THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE AT LEAST SIX (6) INCHES IN HEIGHT.
- FREQUENT WATERING OF EXCAVATION AND FILL AREAS.
- PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.
- STREET SWEEPING** SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

4.0 EROSION AND SEDIMENT STRUCTURAL PRACTICE MAINTENANCE

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

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

CONSTRUCTION ENTRANCE - AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.

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

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

DIVERSION BERMS/WALES - REPLACE OR RE-COMPACT THE CONSTRUCTION MATERIALS AS NECESSARY.

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

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

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

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

5.0 INSPECTION

INSPECTIONS SHALL BE COMPLETED WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS ONE-HALF INCH OR GREATER OR EQUIVALENT SNOWFALL, OR AT A MINIMUM ONCE EVERY SEVEN (7) CALENDAR DAYS. INSPECTIONS SHALL BE UNDERTAKEN BY QUALIFIED PERSONNEL PROVIDED BY THE CONTRACTOR, AND SHALL INCLUDE: DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. A STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT SHALL BE COMPLETED AND ADDED TO THE SWPPP. RAINFALL SHALL BE RECORDED ON THE SWPPP RAINFALL LOG. CONTRACTOR SHALL IMMEDIATELY ARRANGE FOR REPAIR OR REPLACEMENT OF ANY DAMAGED OR DEFICIENT CONTROL MEASURES OBSERVED DURING THE INSPECTION.

QUALIFIED PERSONNEL MEANS A PERSON KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICES OF EROSION AND SEDIMENT CONTROL MEASURES, SUCH AS A LICENSED PROFESSIONAL ENGINEER, A CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL, A CERTIFIED EROSION SEDIMENT OR STORMWATER INSPECTOR, OR OTHER TRAINED INDIVIDUAL.

6.0 SPILL PREVENTION

6.1 GENERAL MATERIAL MANAGEMENT PRACTICES

THE GOOD HOUSEKEEPING PRACTICES LISTED BELOW SHALL BE FOLLOWED THROUGHOUT THE CONSTRUCTION PROJECT.

- CONTRACTOR SHALL STORE ONLY ENOUGH PRODUCTS REQUIRED TO COMPLETE THIS PROJECT.
- ALL MATERIAL SHALL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR ORIGINAL CONTAINERS CONTAINING MANUFACTURER'S LABEL.
- MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED.
- MATERIALS REQUIRED TO HAVE A MATERIAL SAFETY DATA SHEET (MSDS) SHALL HAVE A COPY STORED IN THE PROJECT'S MSDS DATABASE.

6.2 SPILL CONTROL PRACTICES

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

- MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP SHALL BE MAINTAINED ONSITE.
- IMMEDIATELY UPON DISCOVERY, ALL SPILLS SHALL BE CLEANED UP ACCORDING TO THE MANUFACTURER'S RECOMMENDED METHODS.
- PERSONNEL CLEANING UP A SPILL SHALL USE PERSONAL PROTECTIVE EQUIPMENT.
- IMMEDIATELY UPON DISCOVERY, SPILLS OF TOXIC OR HAZARDOUS MATERIALS SHALL BE REPORTED TO THE OWNER AND GENERAL CONTRACTOR.
- NOTIFICATION AND REPORTING TO THE APPROPRIATE FEDERAL, STATE, AND LOCAL GOVERNMENT AGENCIES SHALL BE MADE AS REQUIRED.

GENERAL INFORMATION:

THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN DEVELOPED TO FULFILL ONE OF THE REQUIREMENTS OF THE GENERAL ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) POLLUTION DISCHARGE ELIMINATION SYSTEM "WPDES" PERMIT NO. W-5087631-4) FOR THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE. THE OWNER AND CONTRACTORS SHALL COMPLY WITH ALL REQUIREMENTS OF THE WPDES FOR ALL SUCH CONSTRUCTION PROJECTS. THE STORMWATER DISCHARGES ASSOCIATED WITH THE CONSTRUCTION ACTIVITY FROM THIS SITE ARE SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE PERMITS.

THE EXECUTED OWNER CERTIFICATION AND THE CONTRACTOR CERTIFICATIONS SHALL BE KEPT ONSITE WITH THE APPROVED PLANS.

SWPPP AVAILABILITY:

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

KEEPING PLANS CURRENT:

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

RETENTION OF RECORDS:

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

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

WPDES NOTICE OF TERMINATION GUIDANCE:

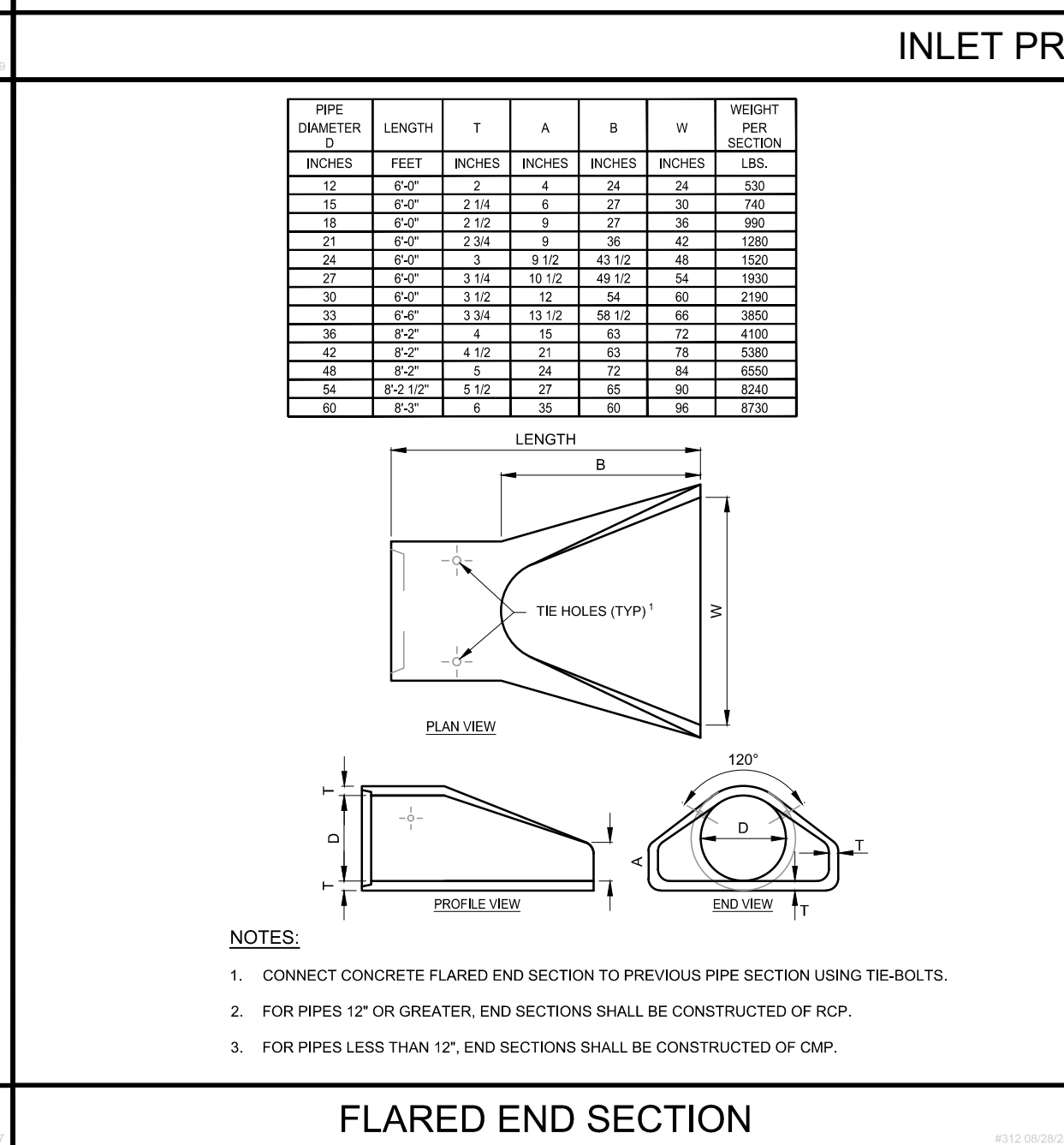
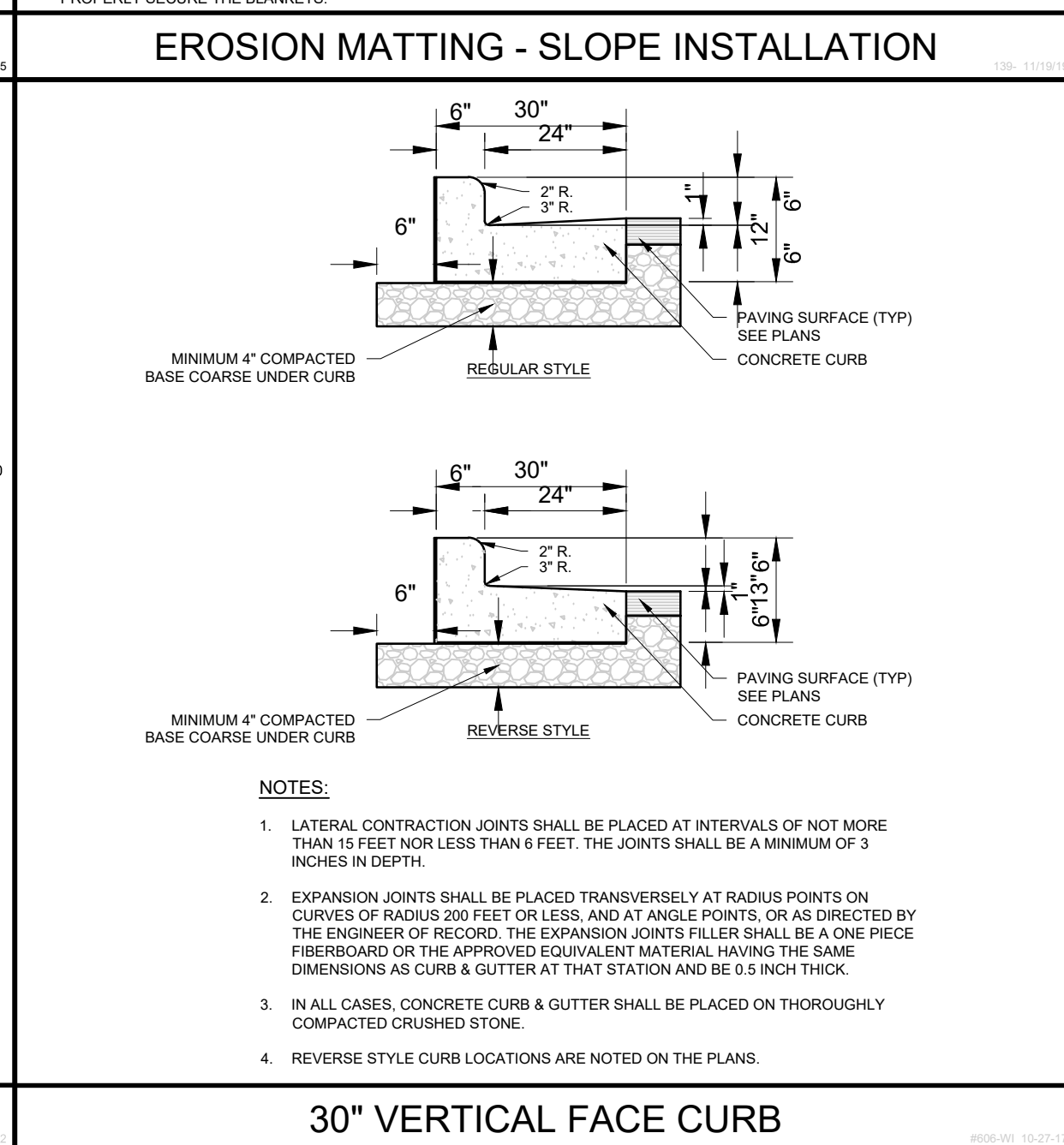
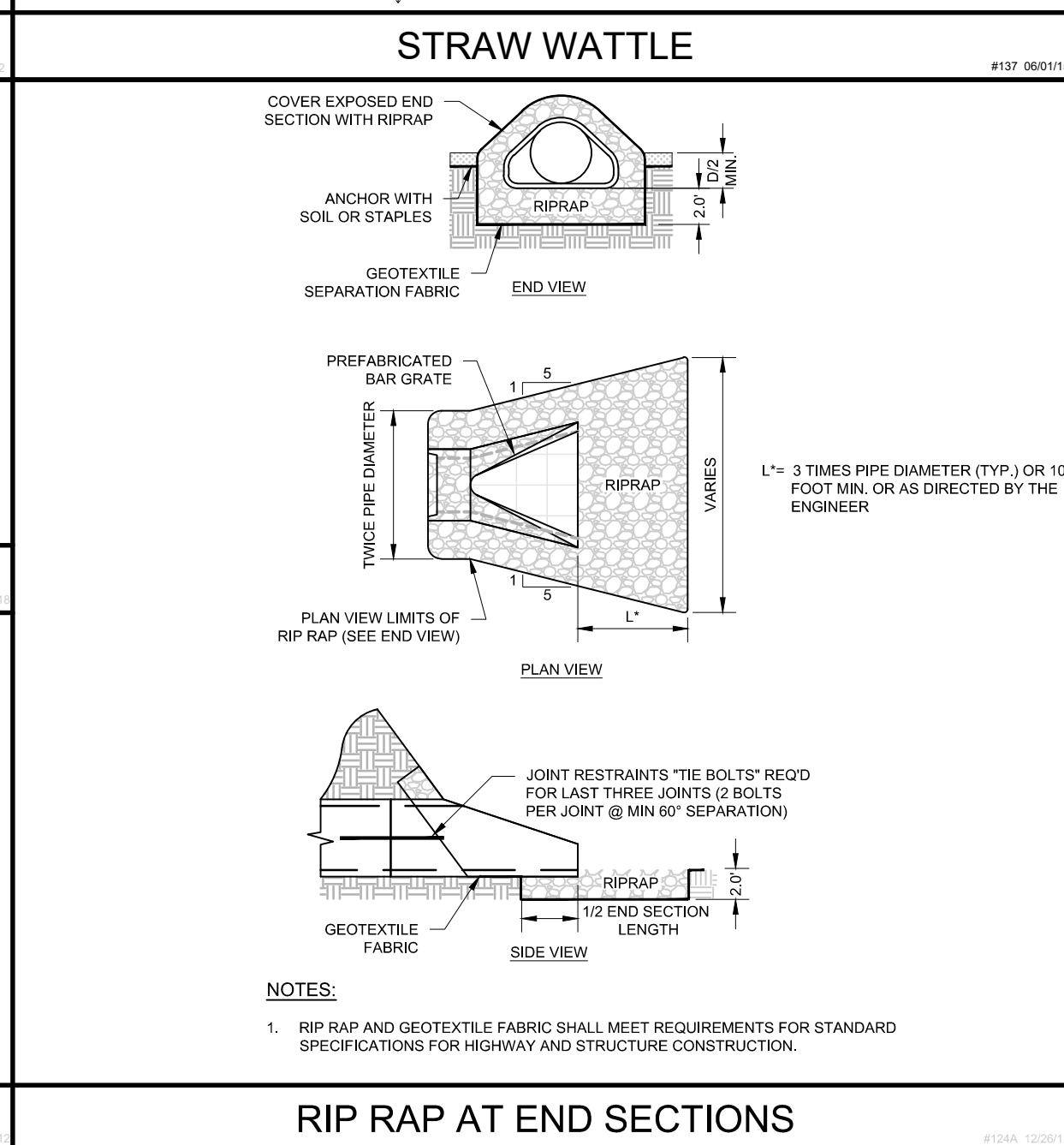
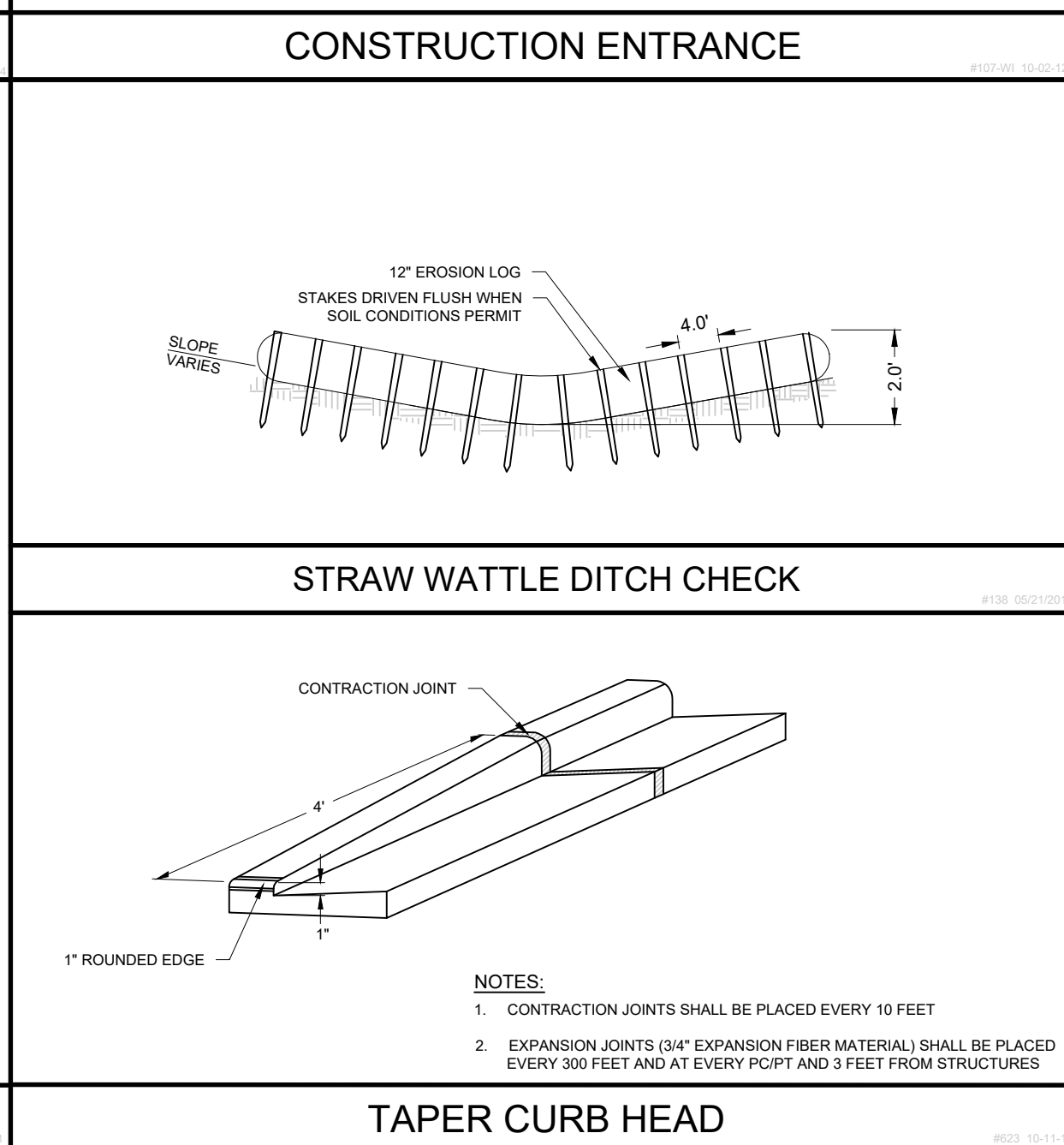
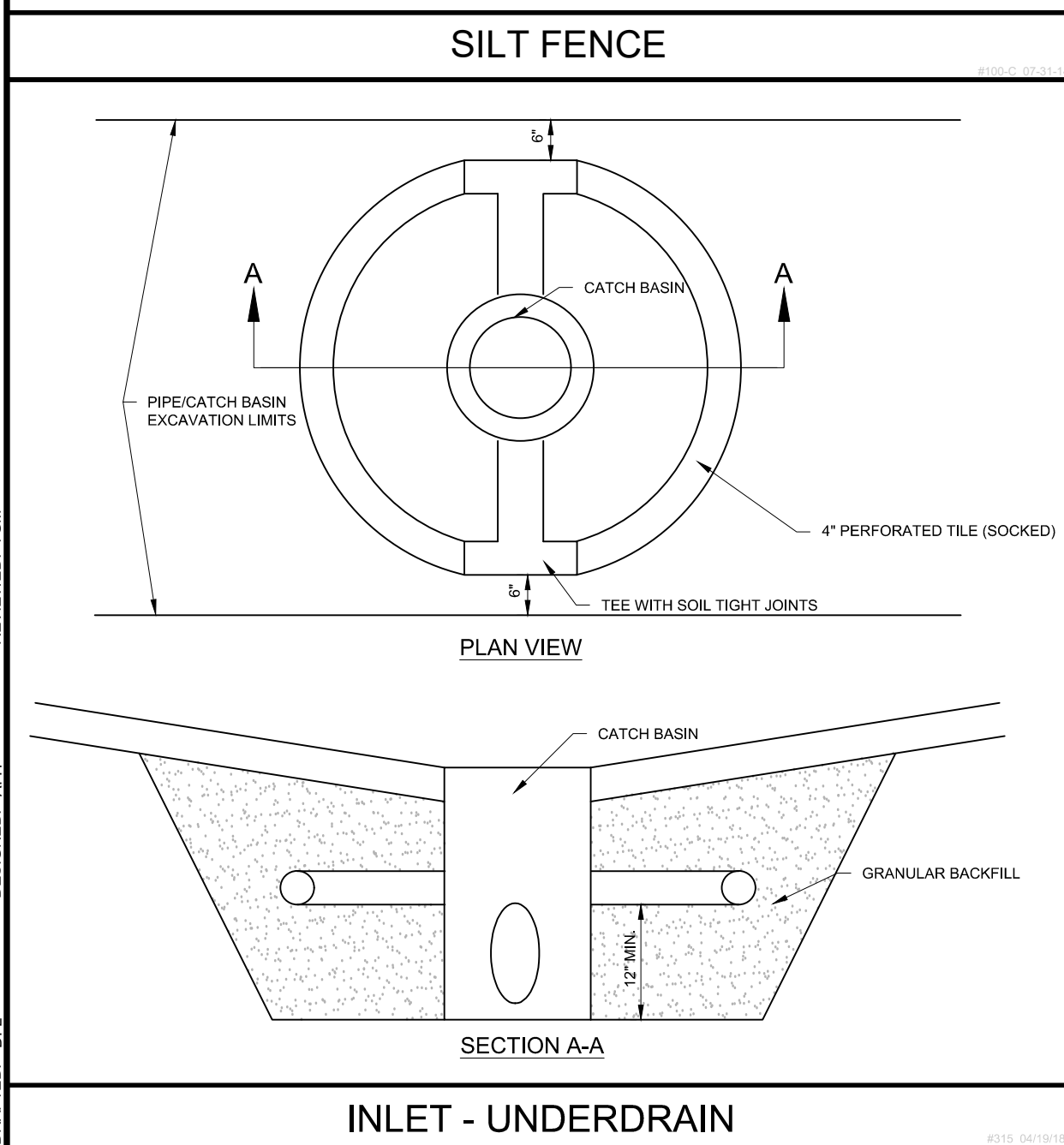
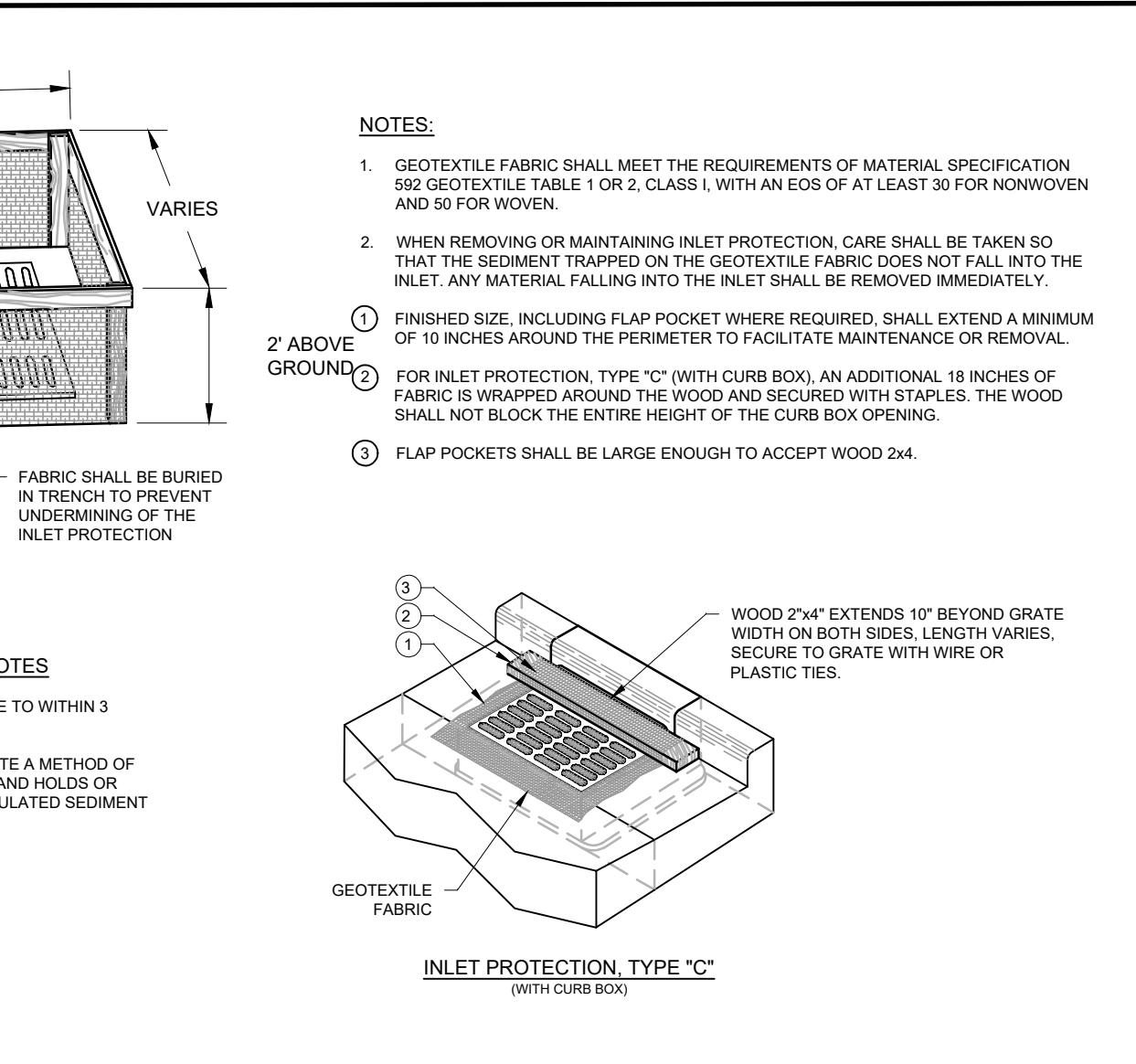
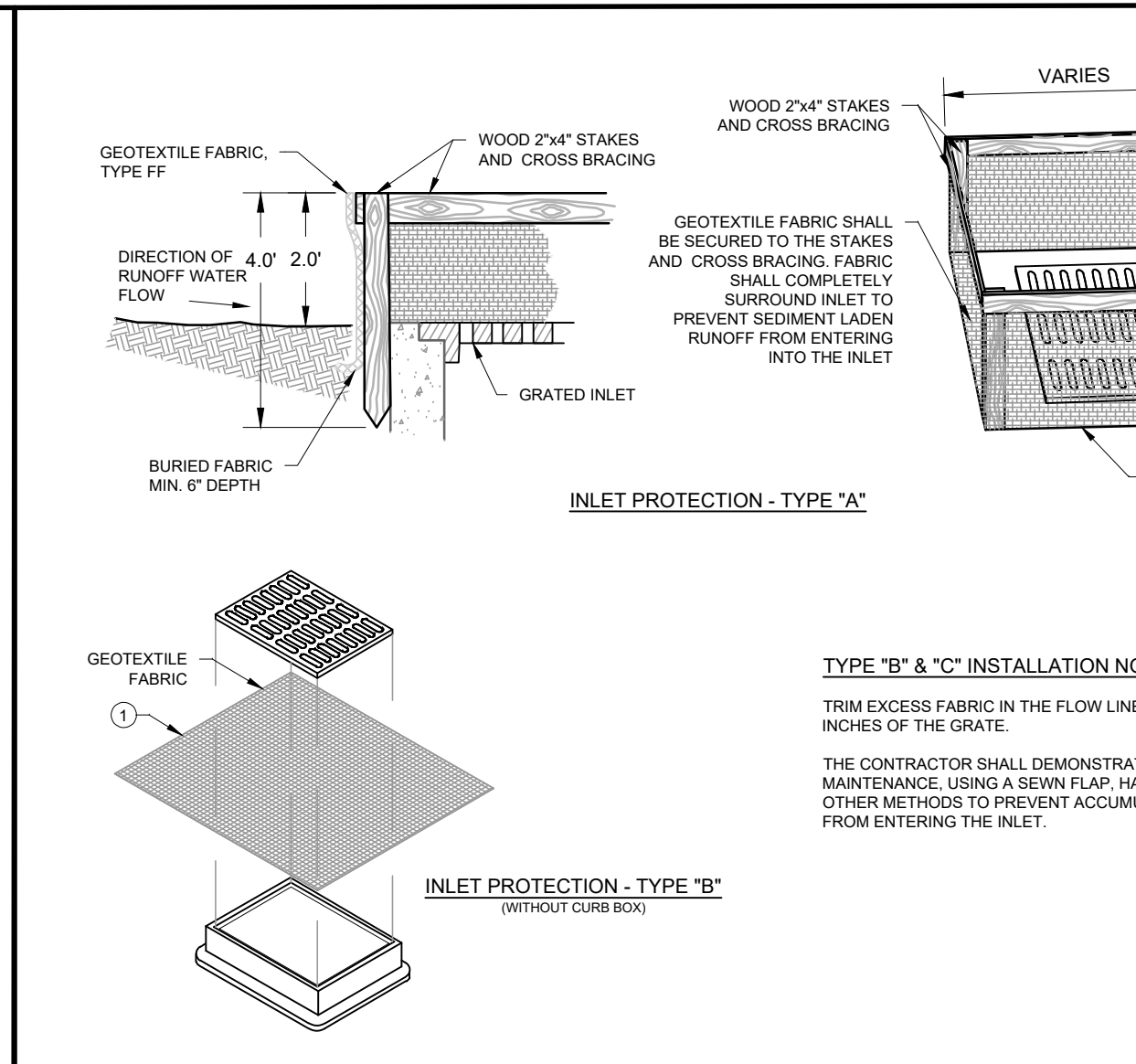
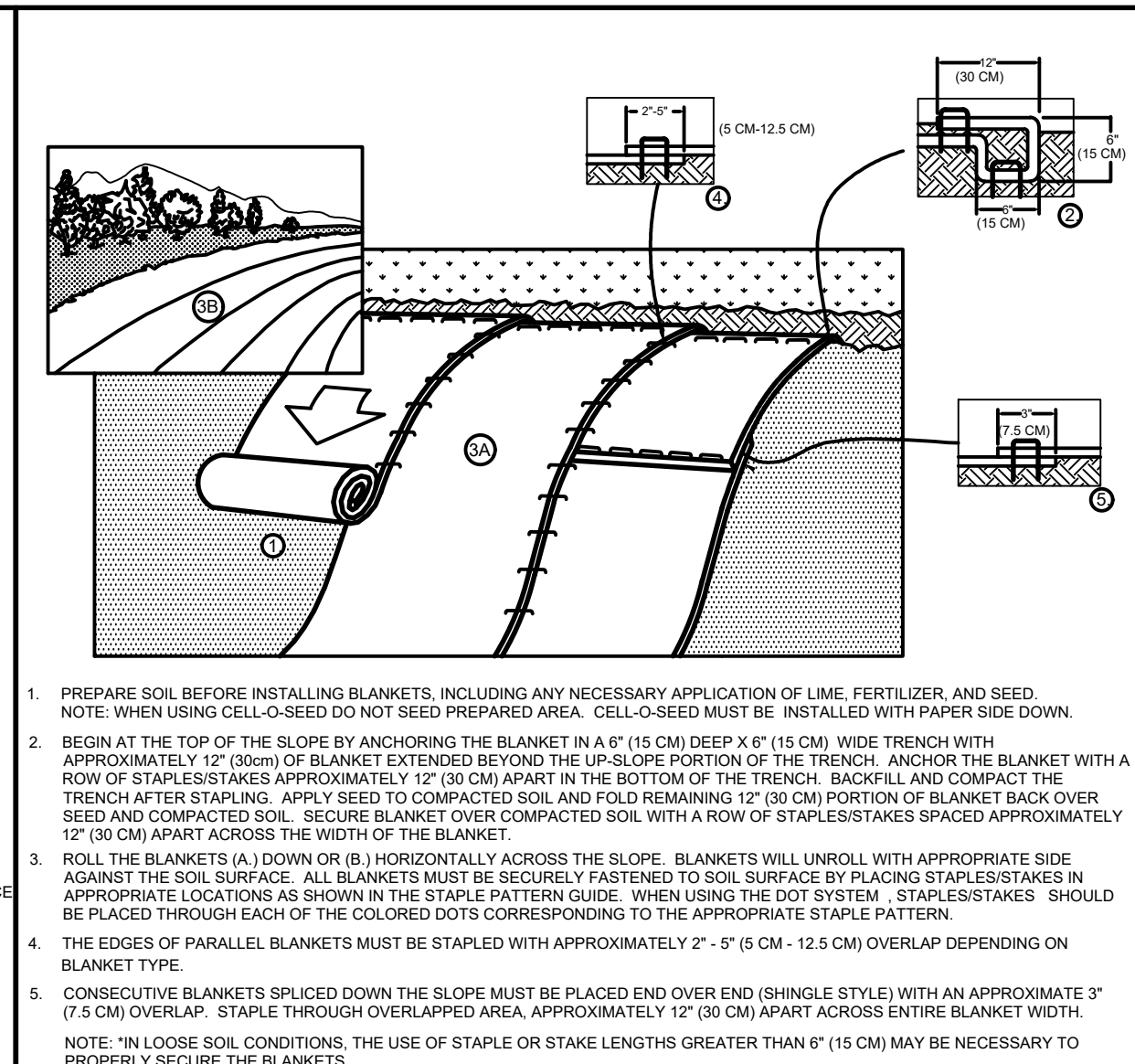
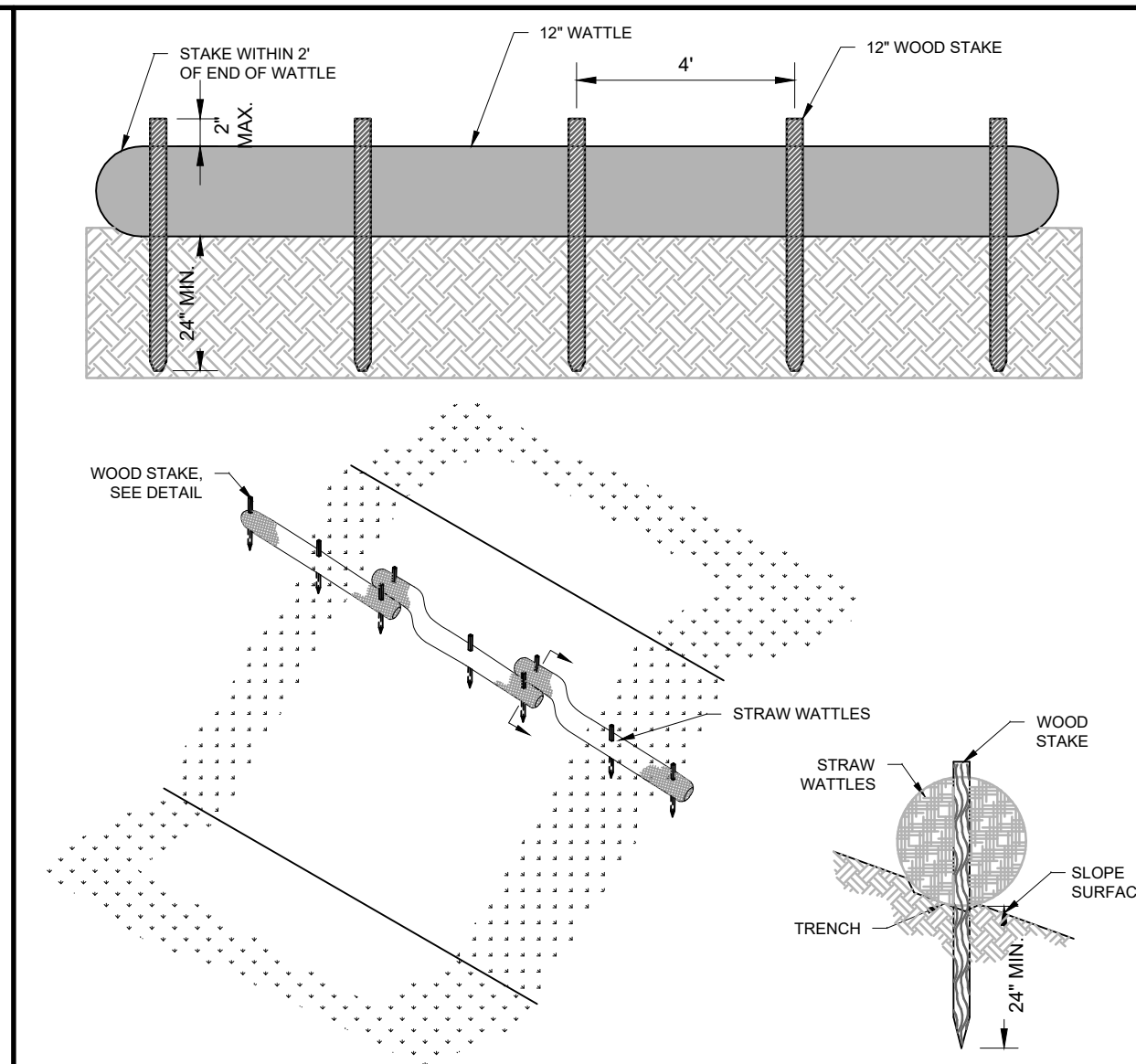
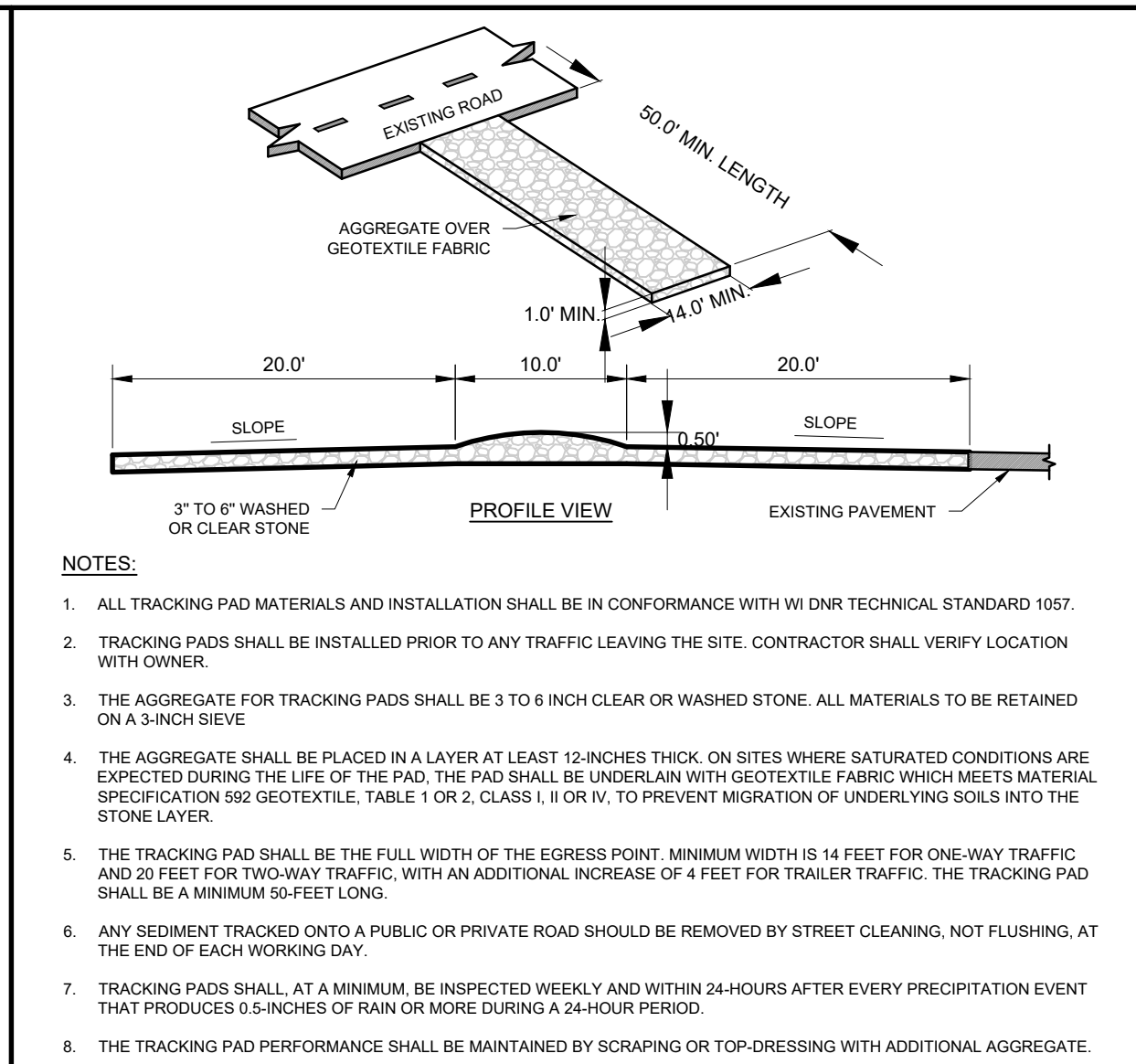
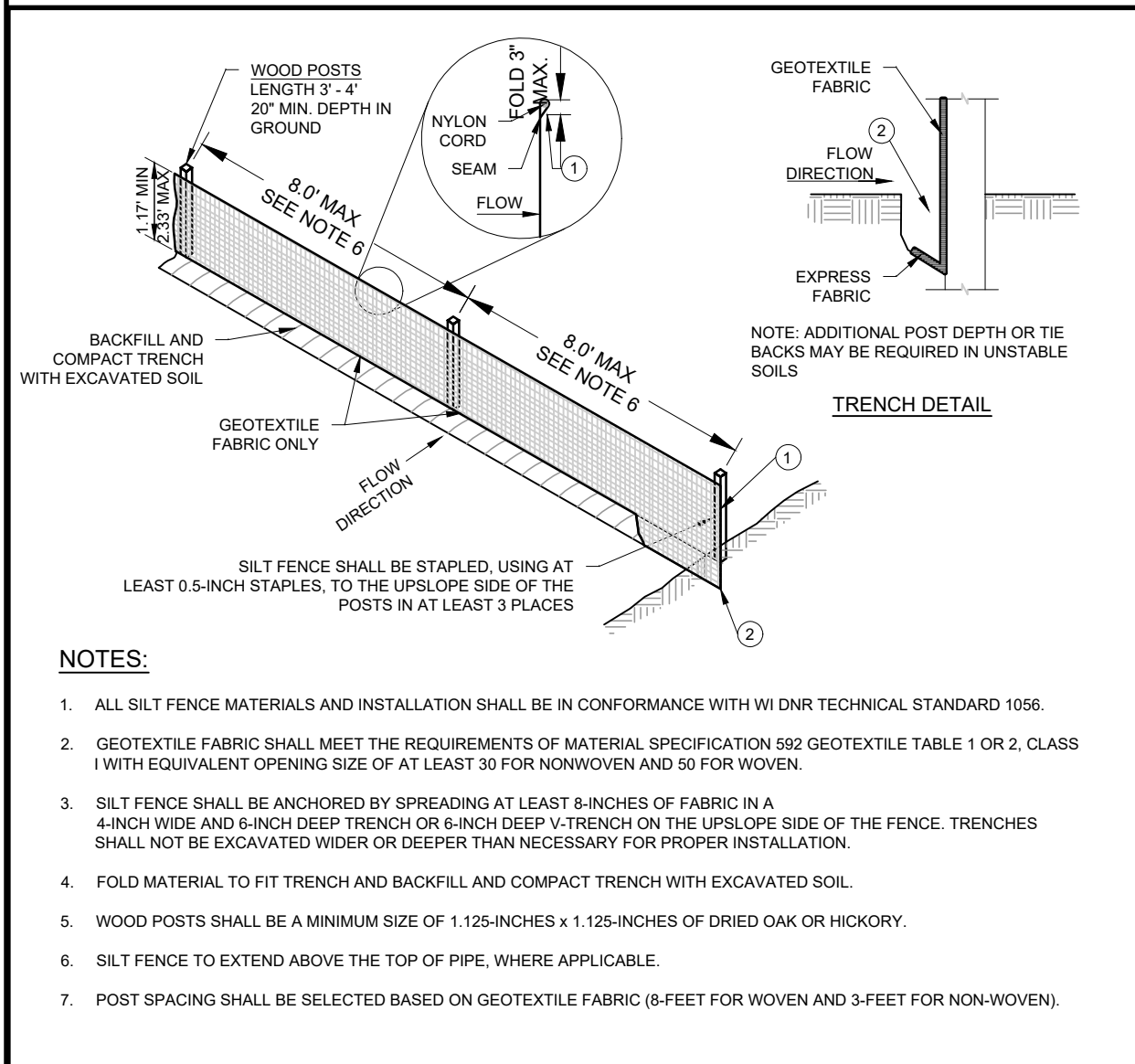
WHEN A SITE HAS BEEN FINALLY STABILIZED AND ALL STORMWATER DISCHARGES FROM CONSTRUCTION SITES THAT ARE AUTHORIZED BY THE PERMIT ARE ELIMINATED, THE OWNER OF THE FACILITY MUST SUBMIT A COMPLETED NOTICE OF TERMINATION THAT IS SIGNED IN ACCORDANCE WITH THE PERMIT. CONTRACTOR SHALL SUBMIT A COMPLETED NOTICE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

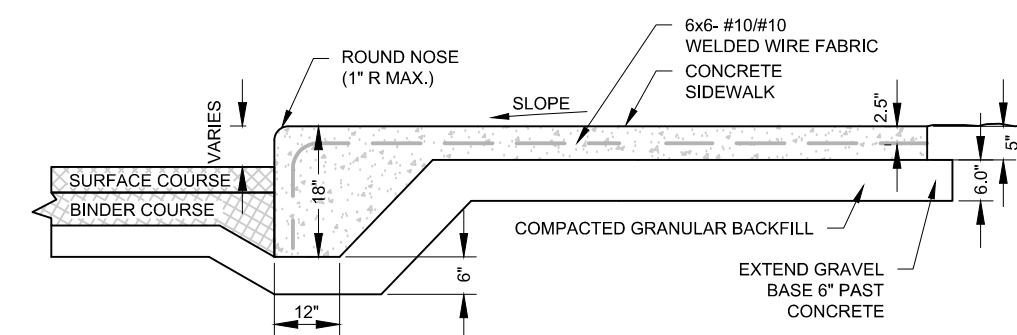
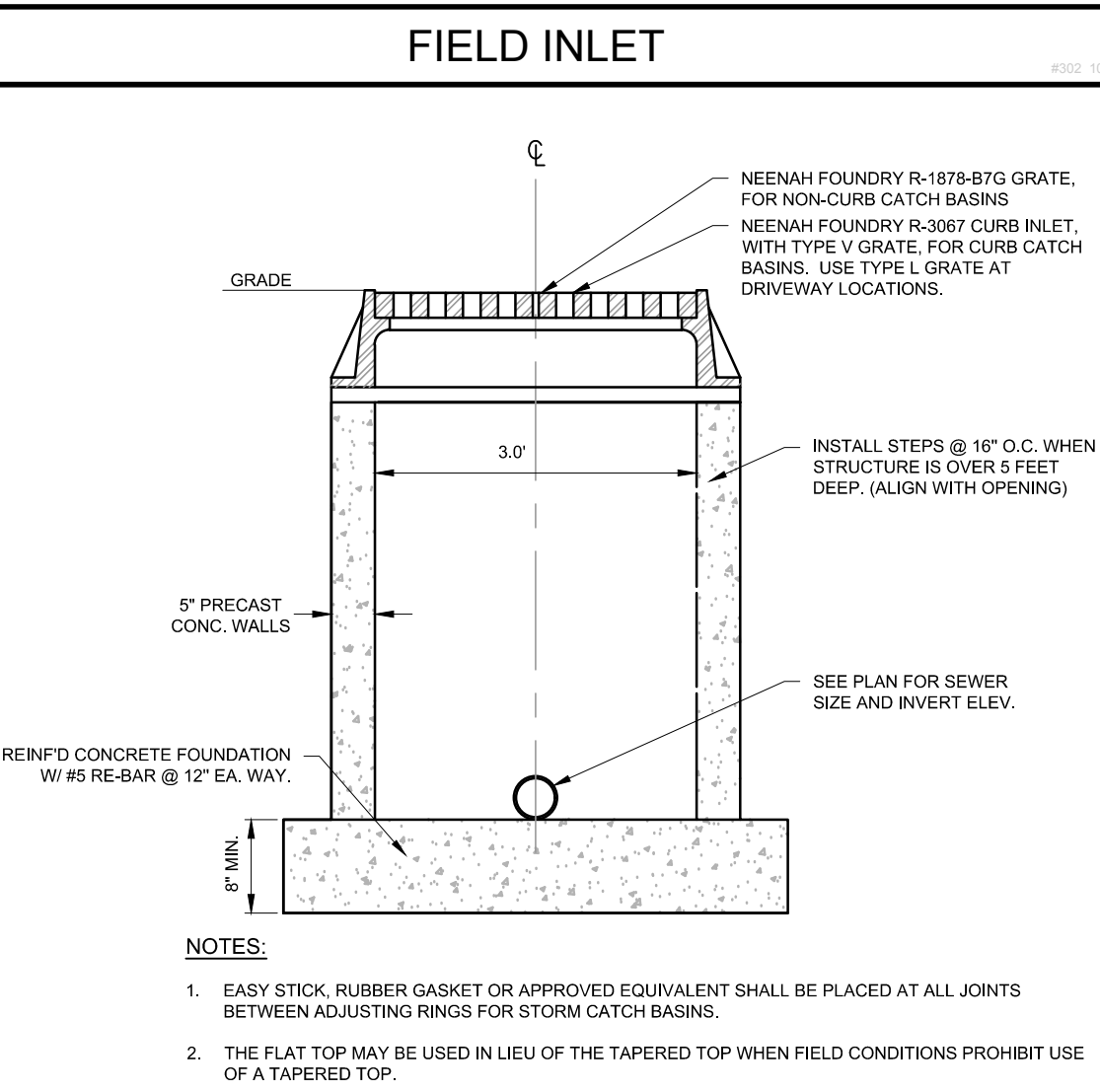
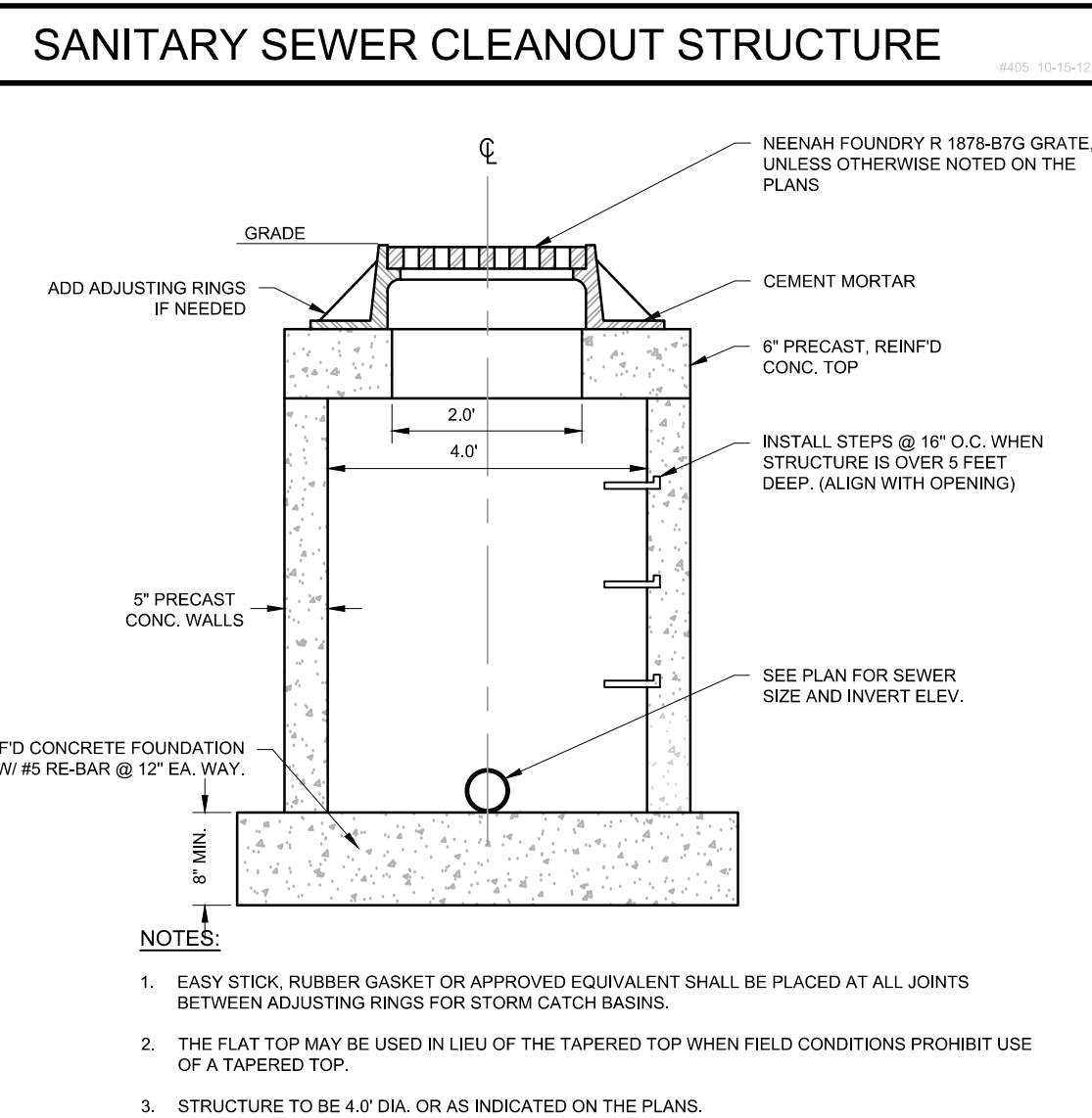
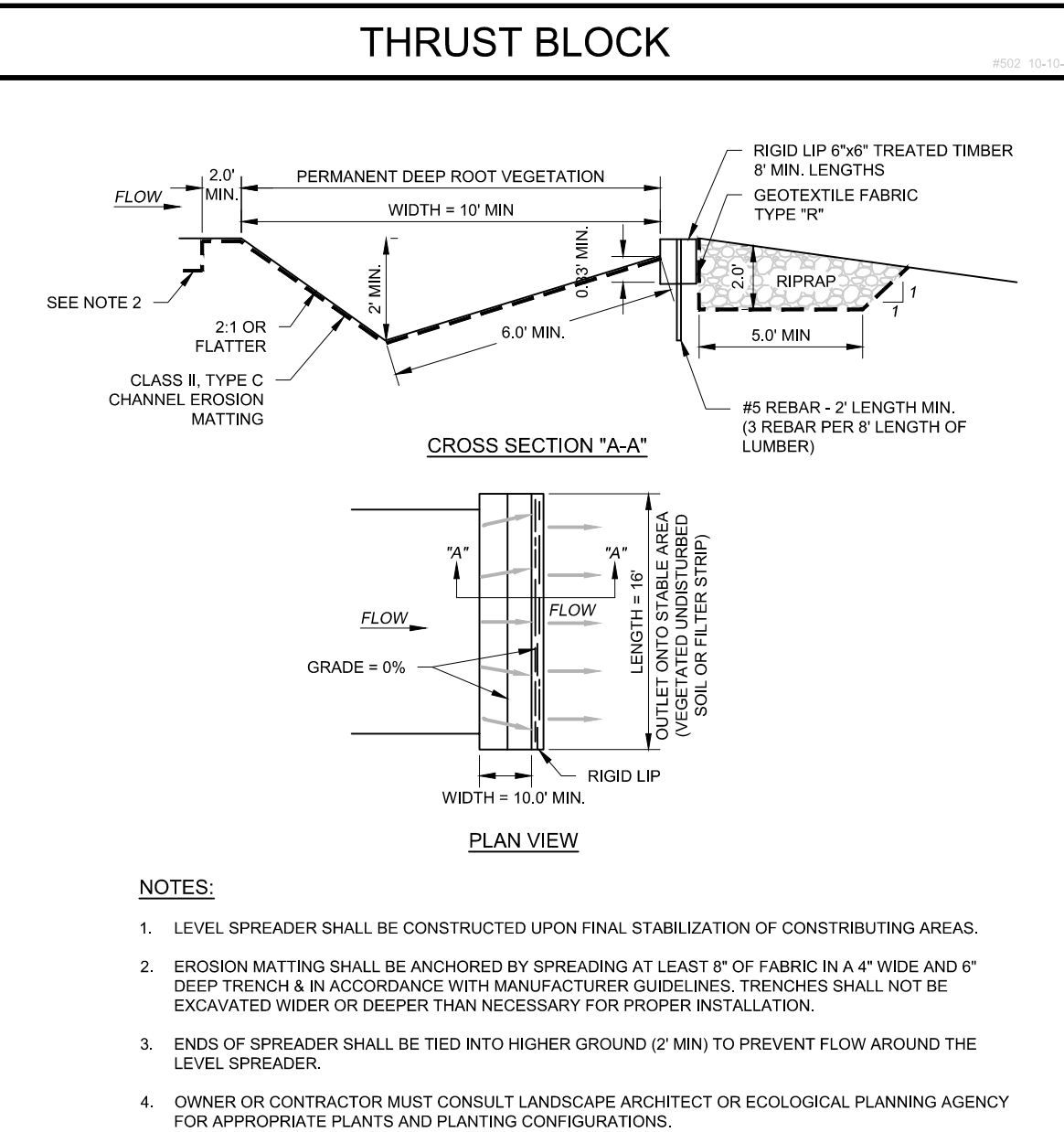
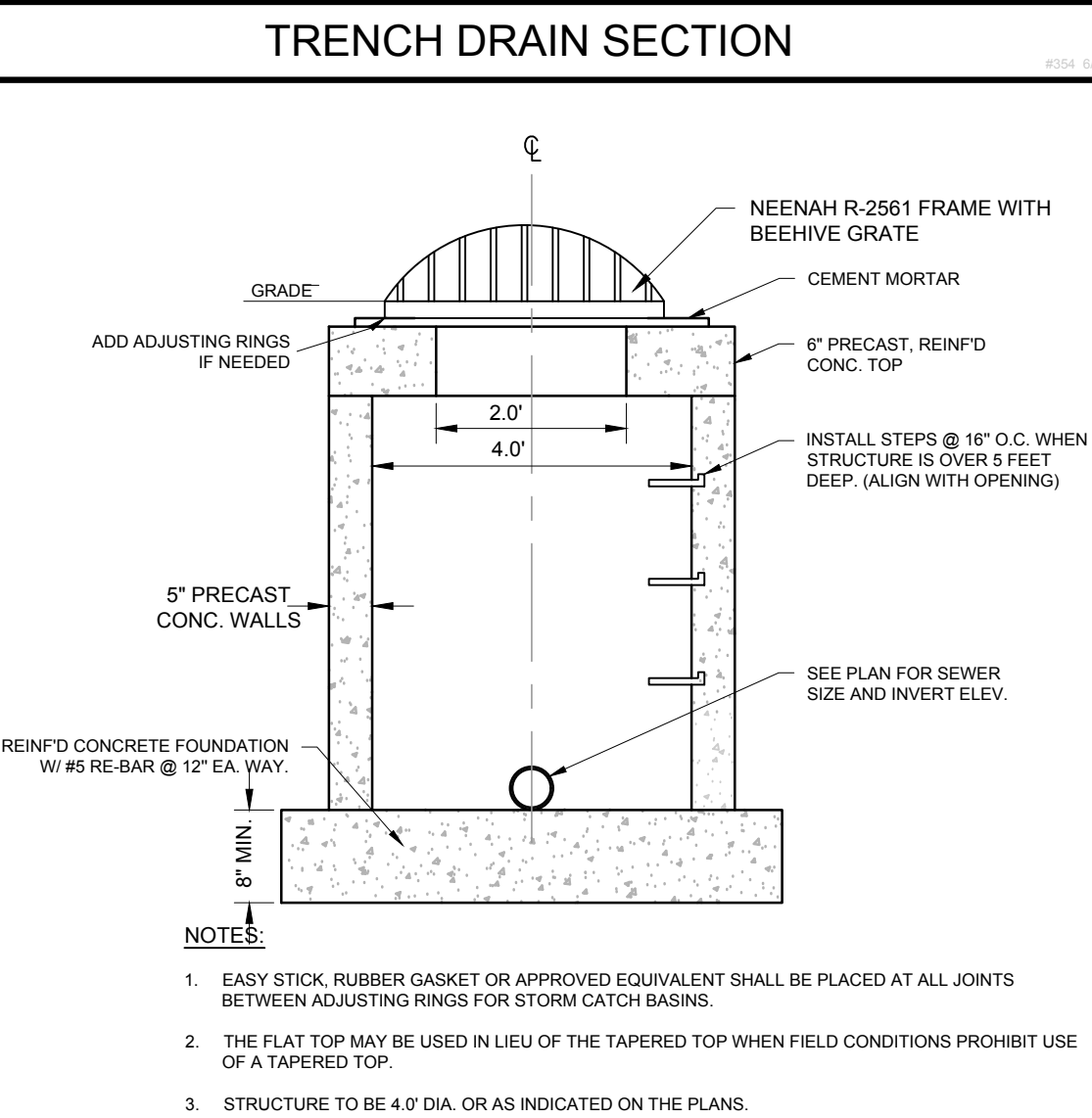
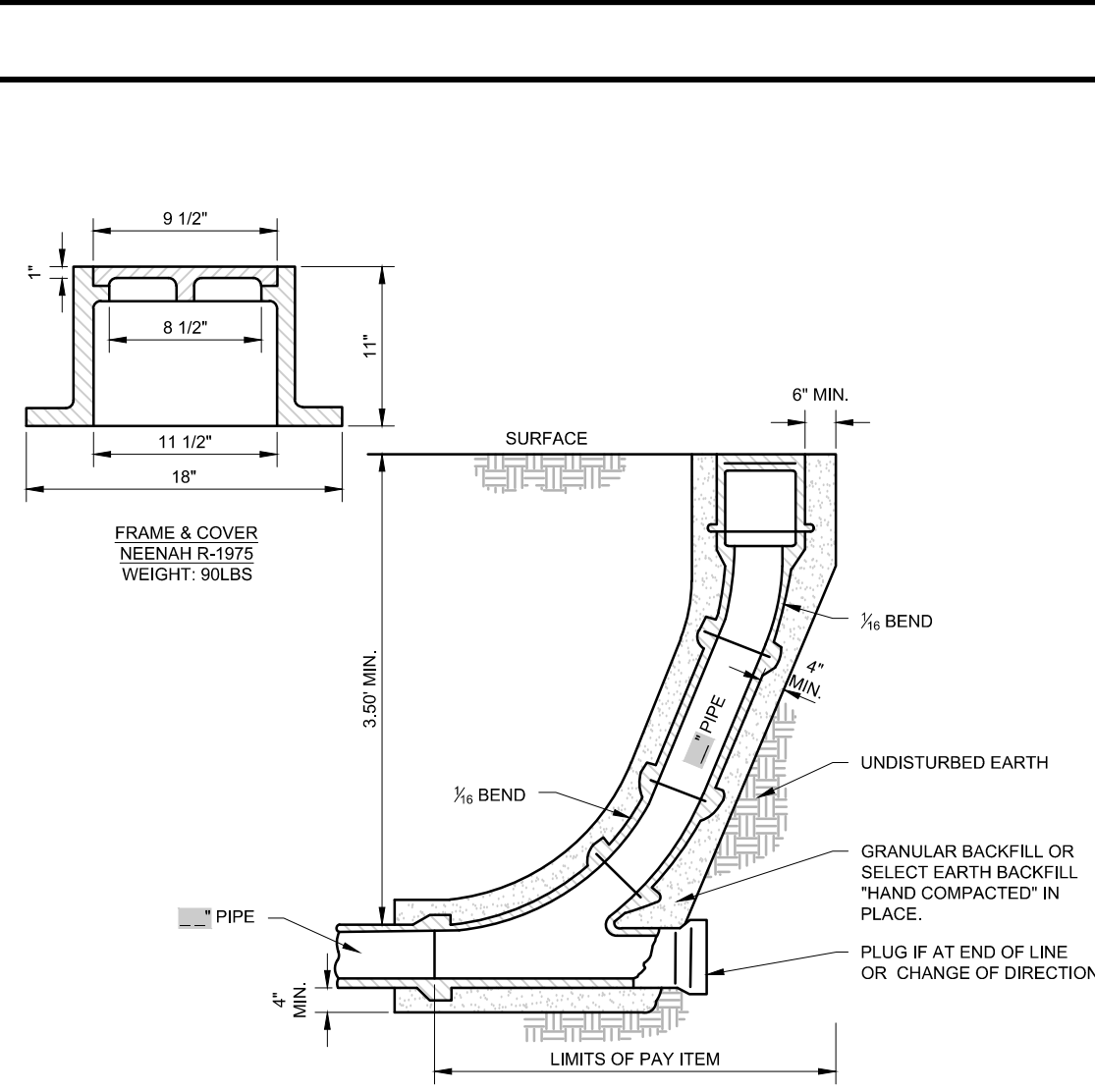
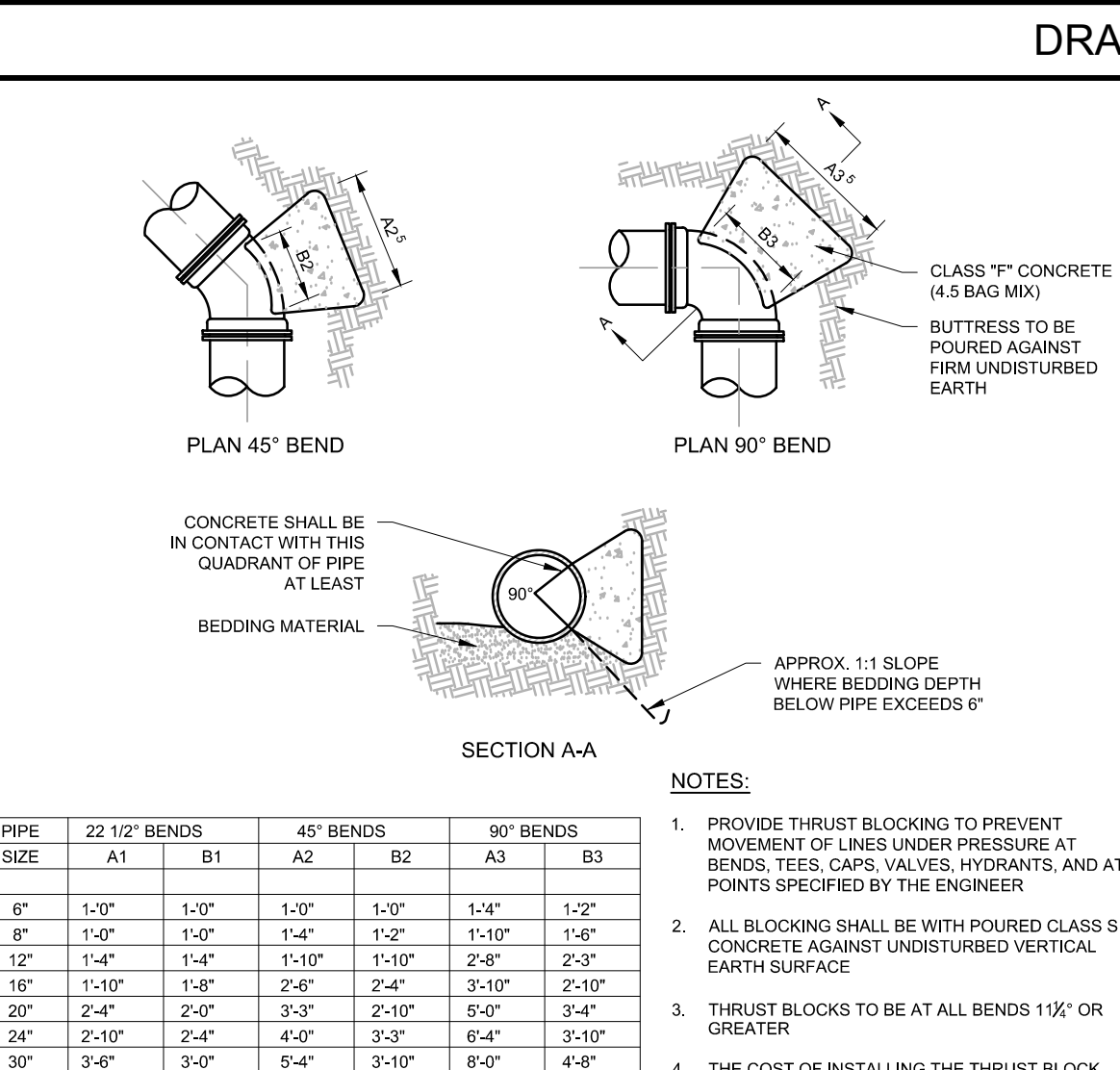
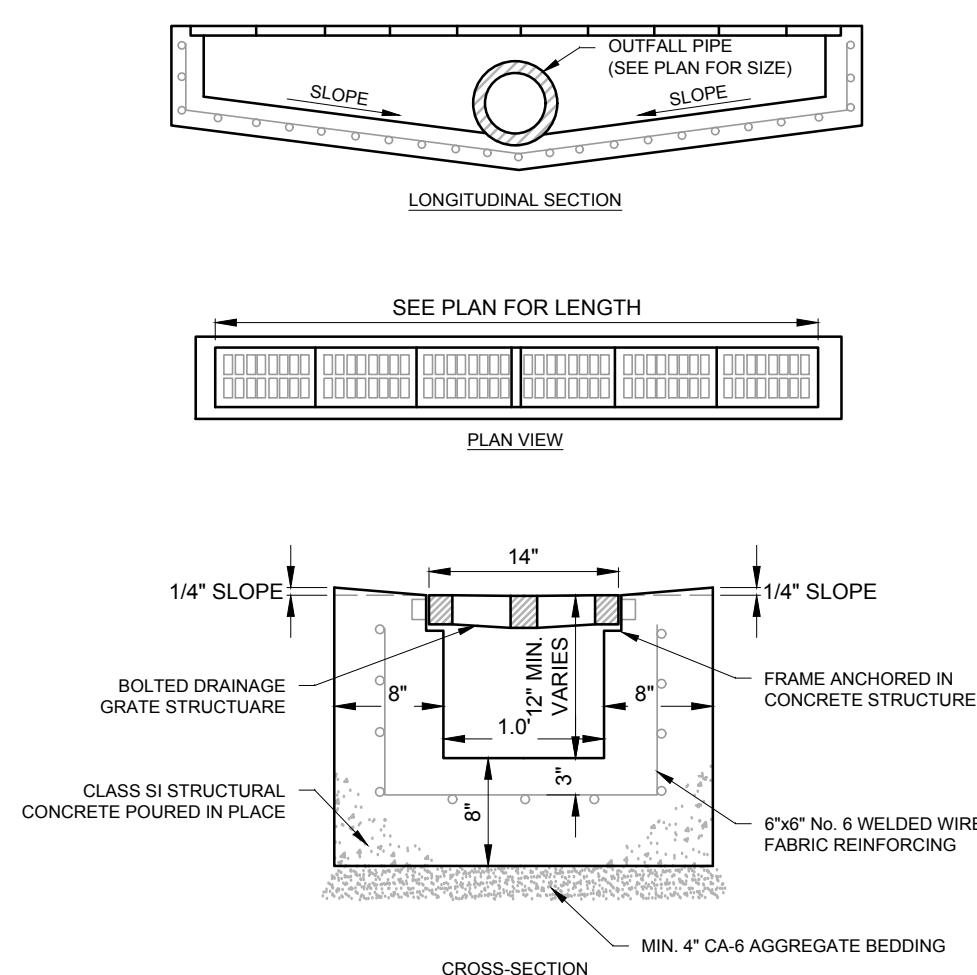
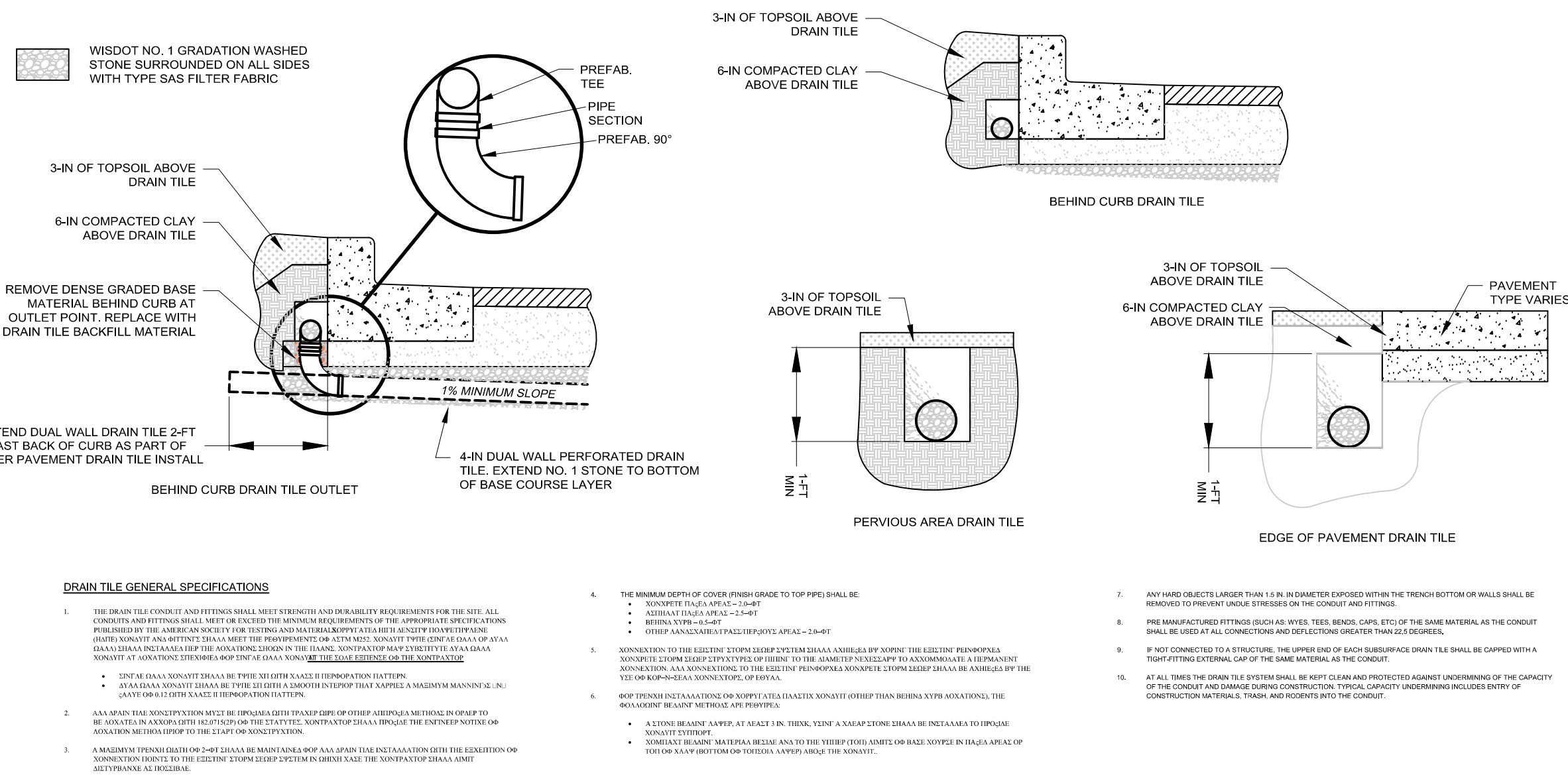
CONTROL MEASURE GROUP	CONTROL MEASURE	CONTROL MEASURE CHARACTERISTICS
VEGETATIVE SOIL COVER	TEMPORARY SEEDING	PROVIDES QUICK TEMPORARY COVER TO CONTROL EROSION WHEN PERMANENT SEEDING IS NOT DESIRED OR TIME OF YEAR IS INAPPROPRIATE.
	PERMANENT SEEDING	PROVIDES PERMANENT VEGETATIVE COVER TO CONTROL EROSION. FILTERS SEDIMENT FROM WATER. MAY BE PART OF FINAL LANDSCAPE PLAN.
NON-VEGETATIVE SOIL COVER	AGGREGATE COVER	PROVIDES PERMANENT VEGETATIVE COVER TO CONTROL EROSION. FILTERS SEDIMENT FROM WATER. MAY BE PART OF FINAL LANDSCAPE PLAN.
	PAVING	PROVIDES PERMANENT COVER ON PARKING LOTS AND ROADS OR OTHER AREAS WHERE VEGETATION CANNOT BE ESTABLISHED.
DIVERSIONS	DIVERSION BERM / SWALE	DIVERTS RUNOFF TO A SEDIMENT TRAP OR OTHER CONTROL.
ENCLOSED DRAINAGE	STORM SEWER	CONVEYS SEDIMENT LADEN WATER TO A SEDIMENT BASIN.
OUTLETS	APRON ENDWALL OR RIPRAP	PROTECTS DOWNSTREAM CHANNEL FROM HIGH VELOCITY OF FLOW DISCHARGING FROM STRUCTURE.
SEDIMENT BASINS	TEMPORARY SEDIMENT TRAP	CONSTRUCTED TO REMOVE SILTATION FROM RUNOFF FROM SITE DIVERSION BERMS/WALES AND IN OVERLAND FLOOD ROUTE. CAN BE CONVERTED TO PERMANENT SEDIMENT BASIN.
	SILT FENCE	PLACED DOWN SLOPE OF DISTURBED AREA TO KEEP RUNOFF CONTAINED ON-SITE.
SEDIMENT FILTERS	INLET PROTECTION	INSTALLED IN OPEN GRATE STRUCTURES TO COLLECT SEDIMENT.
	DITCH CHECK	PLACED IN DRAINAGE CHANNELS TO FILTER SEDIMENT FROM RUNOFF.
MUD AND DUST CONTROL	CONSTRUCTION ENTRANCE	REDUCES SOIL EROSION/POLLUTANTS BEING TRANSPORTED OFF-SITE.
	STREET SWEEPING	REDUCES POLLUTANTS TRACKED FROM CONSTRUCTION SITE.
	DUST CONTROL	PREVENTS DUST FROM LEAVING CONSTRUCTION SITE.

STABILIZATION EFFECTIVENESS (TIME OF YEAR)

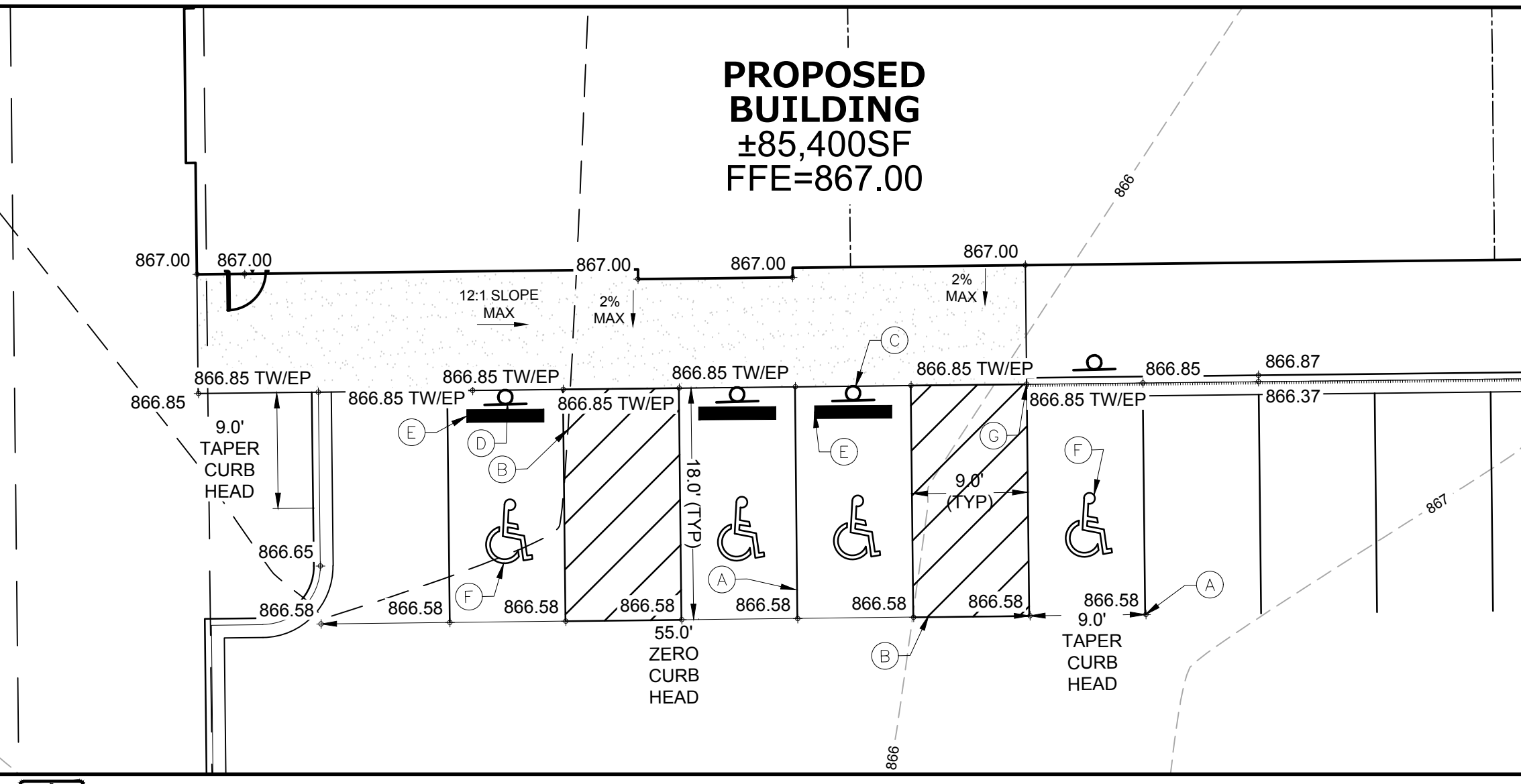
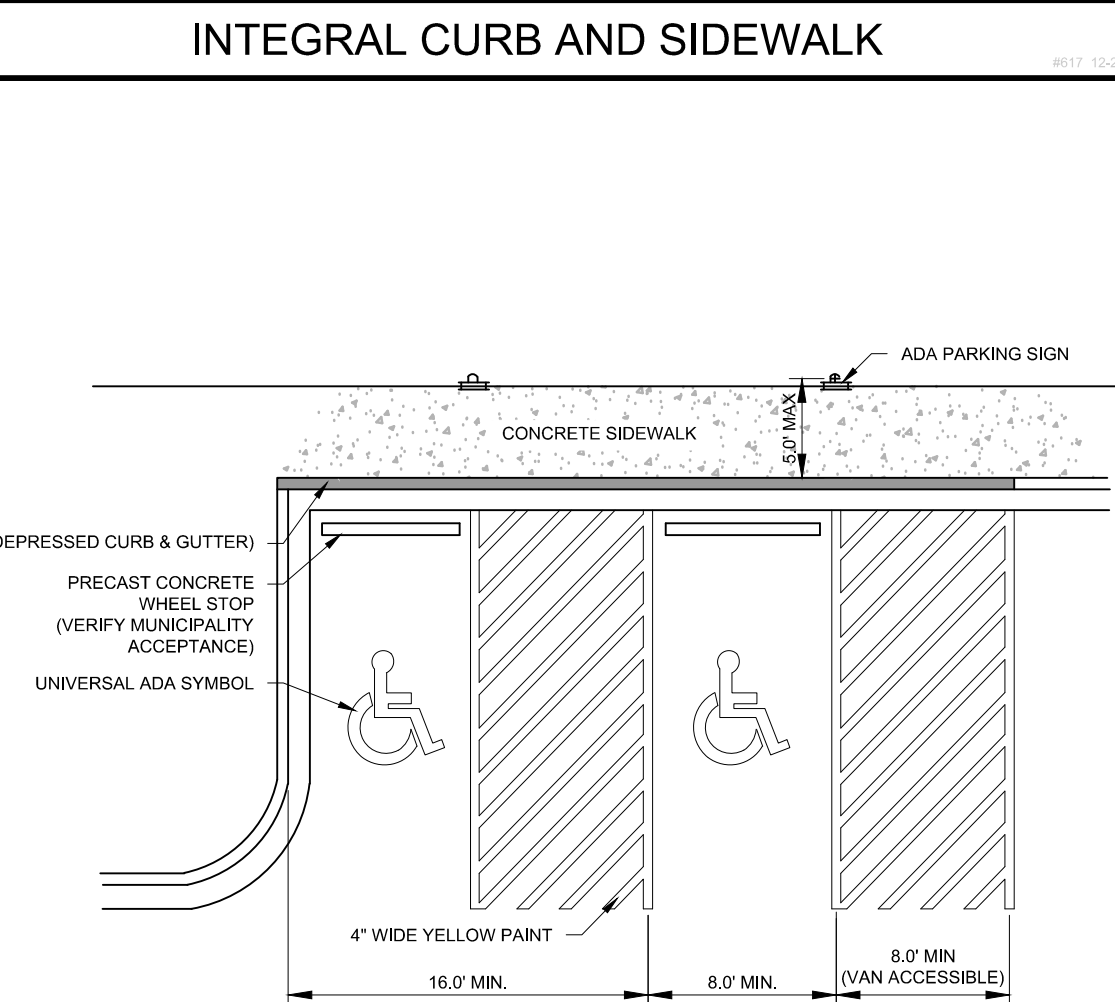
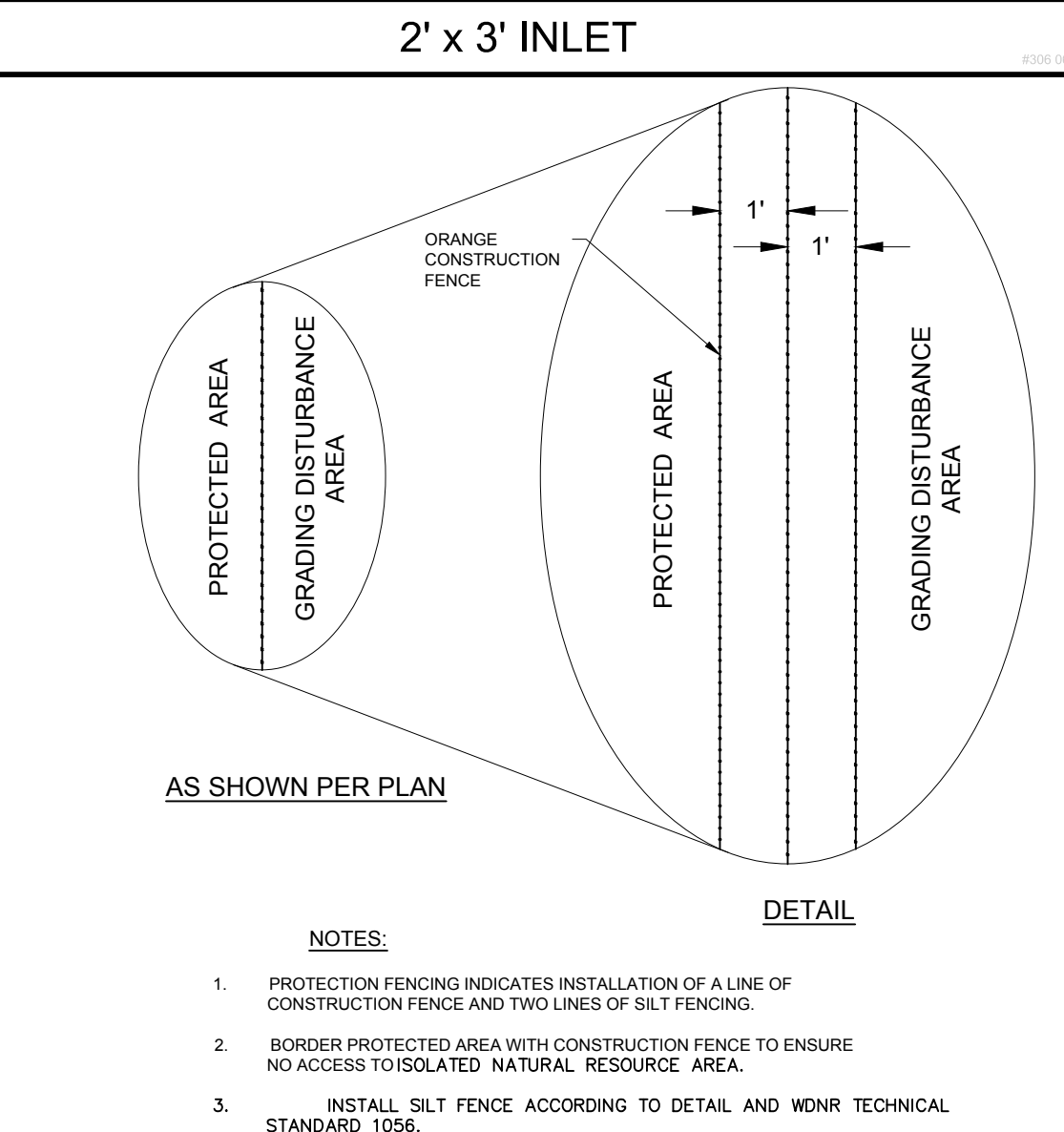
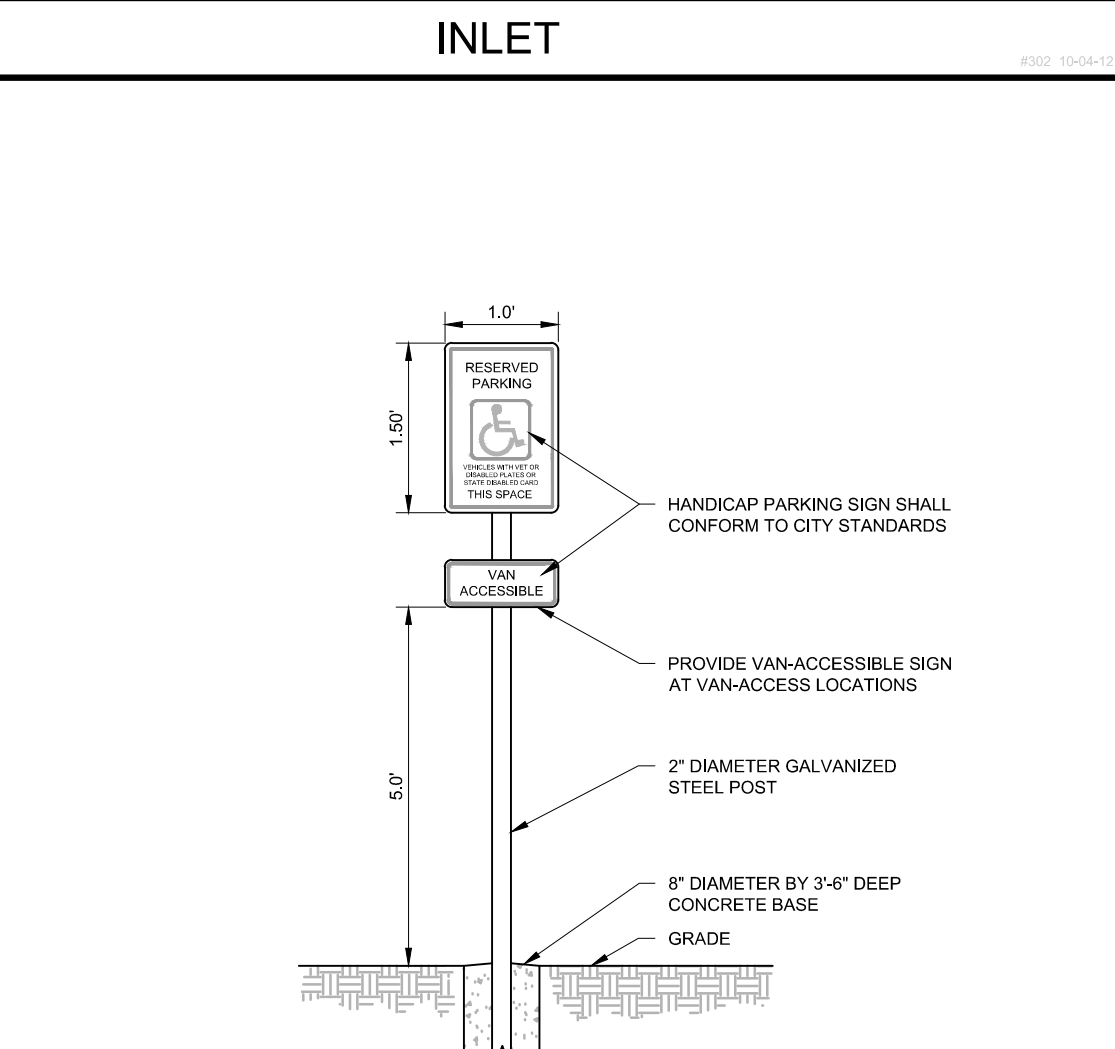
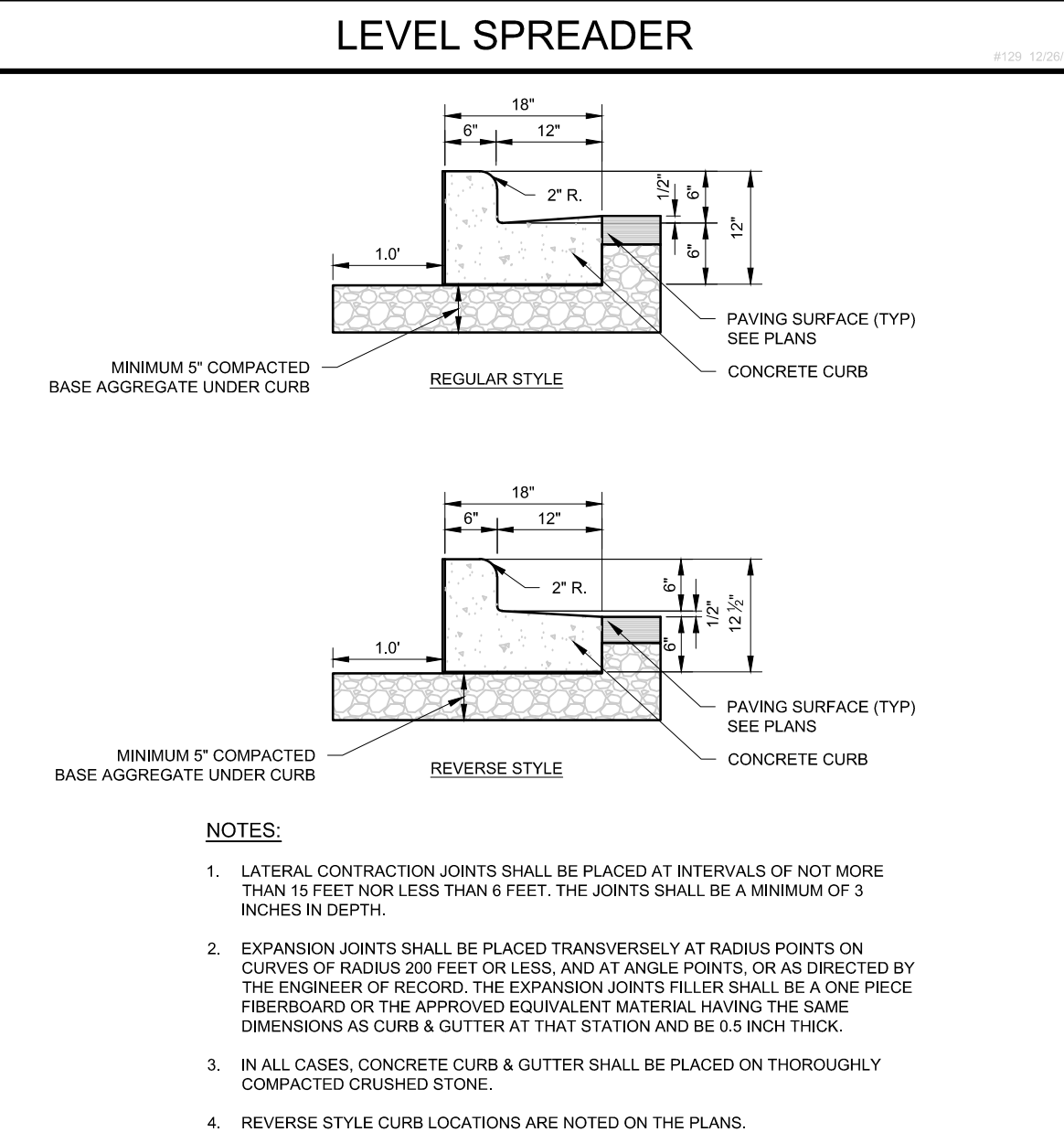
STABILIZATION TYPE	STABILIZATION UTILIZATION PERIODS											
	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING				A	*	*	*	*	*	A		
DORMANT SEEDING	B										B	
TEMPORARY SEEDING			C	*	*	*	D	*	*	*		
SEEDING			E	*	*	*	*	*	*	*		

- A. KENTUCKY BLUEGRASS 90 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE.
- B. KENTUCKY BLUEGRASS 135 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 45 LBS/ACRE + 2 TONS STRAW MULCH/ACRE.
- C. SPRING OATS 100 LBS/ACRE.
- D. WHEAT OR CEREAL RYE 150 LBS/ACRE.
- E. SOO.
- F. STRAW MULCH 2 TONS/ACRE.
- * IRRIGATION/WATERING REQUIRED TO SUPPORT ESTABLISHMENT AS NEEDED.





LEGEND	
(A)	4" SOLID WHITE STRIPE
(B)	4" DIAGONAL AT 45° SPACED 2' O.C.
(C)	ADA PARKING STALL SIGNAGE (SEE DETAIL)
(D)	VAN ACCESSIBLE ADA PARKING STALL SIGNAGE
(E)	CONCRETE WHEEL STOP
(F)	ADA STALL INSIGNIA
(G)	INTEGRAL CURB & GUTTER



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DESIGNED: DDL

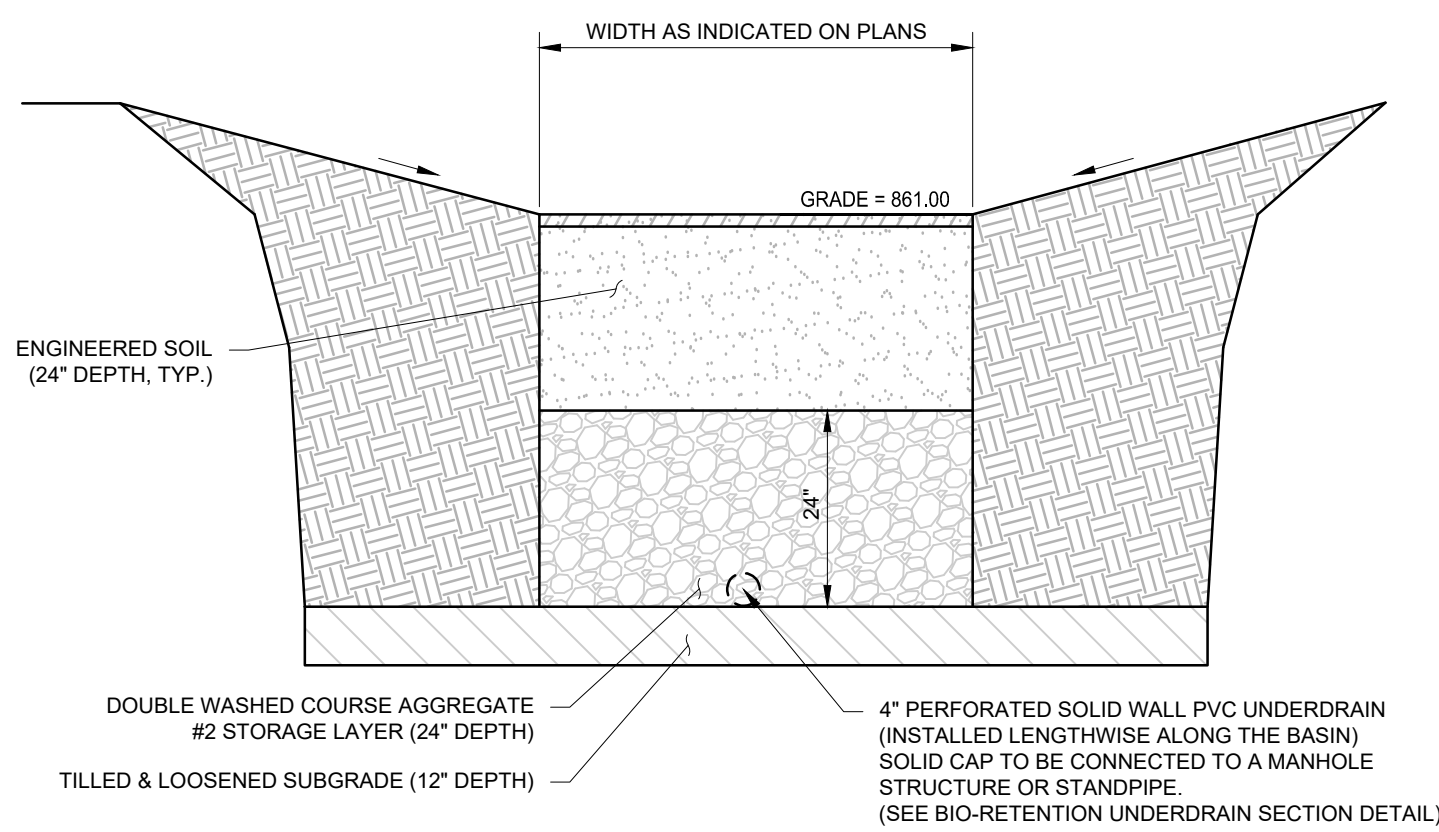
REVIEWED: TDM

- GENERAL NOTES:**
- ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "WONR WET DETENTION BASIN TECHNICAL STANDARD 1001".
 - ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORM WATER MANAGEMENT PLAN FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
 - RCP PIPING & INSTALLATION WITHIN THE BASIN SHALL HAVE RUBBER GASKETS
 - OWNER OR CONTRACTOR MUST CONSULT LANDSCAPE ARCHITECT OR ECOLOGICAL PLANNING AGENCY FOR APPROPRIATE PLANTS AND PLANTING CONFIGURATIONS.

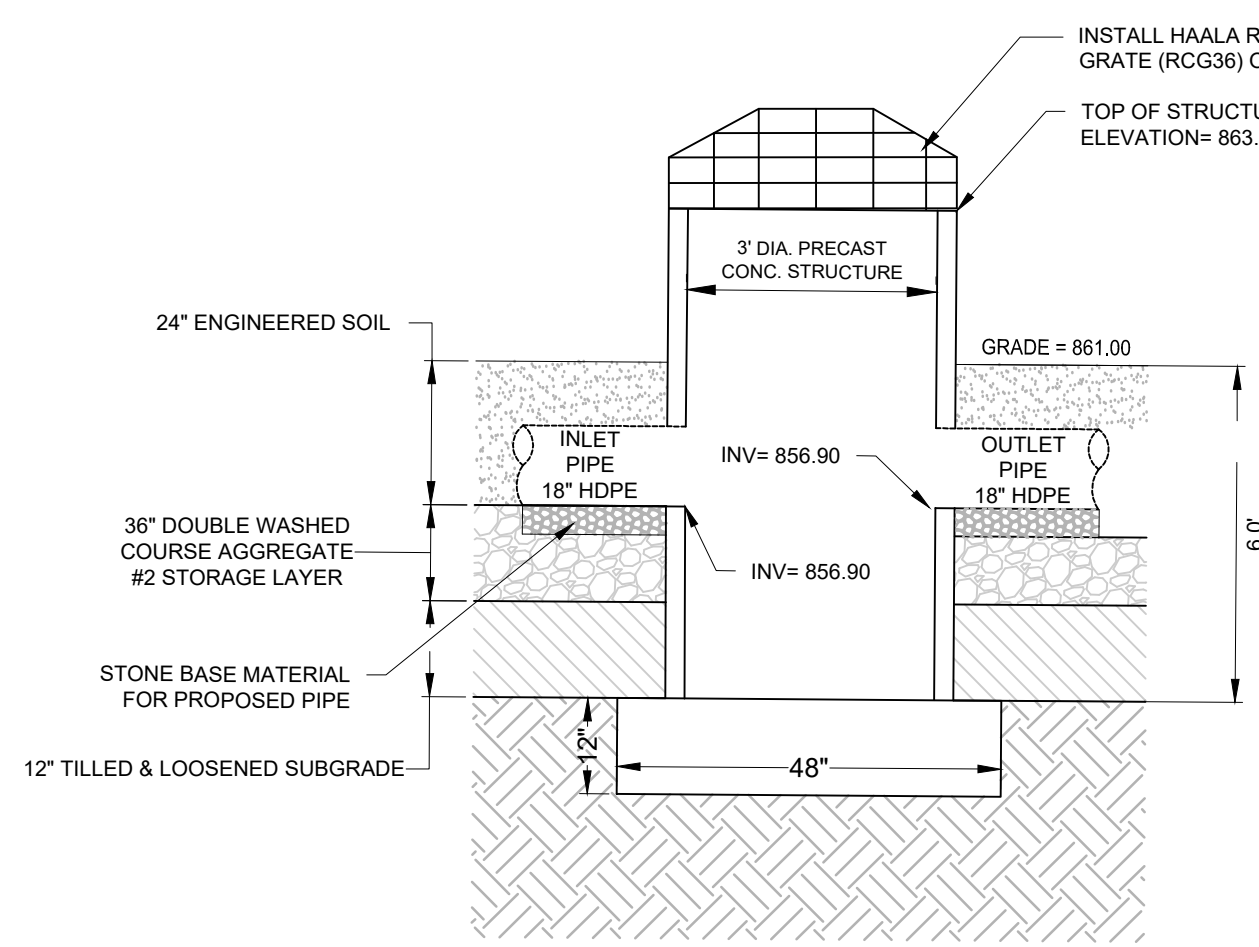
- CLAY LINER SHALL BE A MINIMUM OF 2-FEET THICK. CLAY SHALL BE COMPACTED AT $\pm 2.0\%$ OPTIMAL MOISTURE CONTENT TO 90% MODIFIED PROCTOR. MEDIUM STIFF TO STIFF CLAYS PRESENT IN PLACE AT THE POND SIDE SLOPES OR OTHER ON-SITE MEDIUM STIFF TO STIFF CLAYS MAY BE USED AT THE DISCRETION OF THE GEOTECHNICAL ENGINEER OF RECORD.
- FOR CONSTRUCTED EMBANKMENTS WHERE THE PERMANENT POOL IS PONDED 3-FEET OR MORE AGAINST THE EMBANKMENT, THERE SHALL BE A CORE TRENCH OR KEYWAY ALONG THE CENTERLINE OF THE EMBANKMENT UP TO THE PERMANENT POOL ELEVATION. THE CORE TRENCH OR KEYWAY SHALL BE A MINIMUM OF 3-FEET DEEP AND 3-FEET WIDE WITH A SIDE SLOPE OF 1:1 OR FLATTER.

EXPANDED POND CROSS SECTION

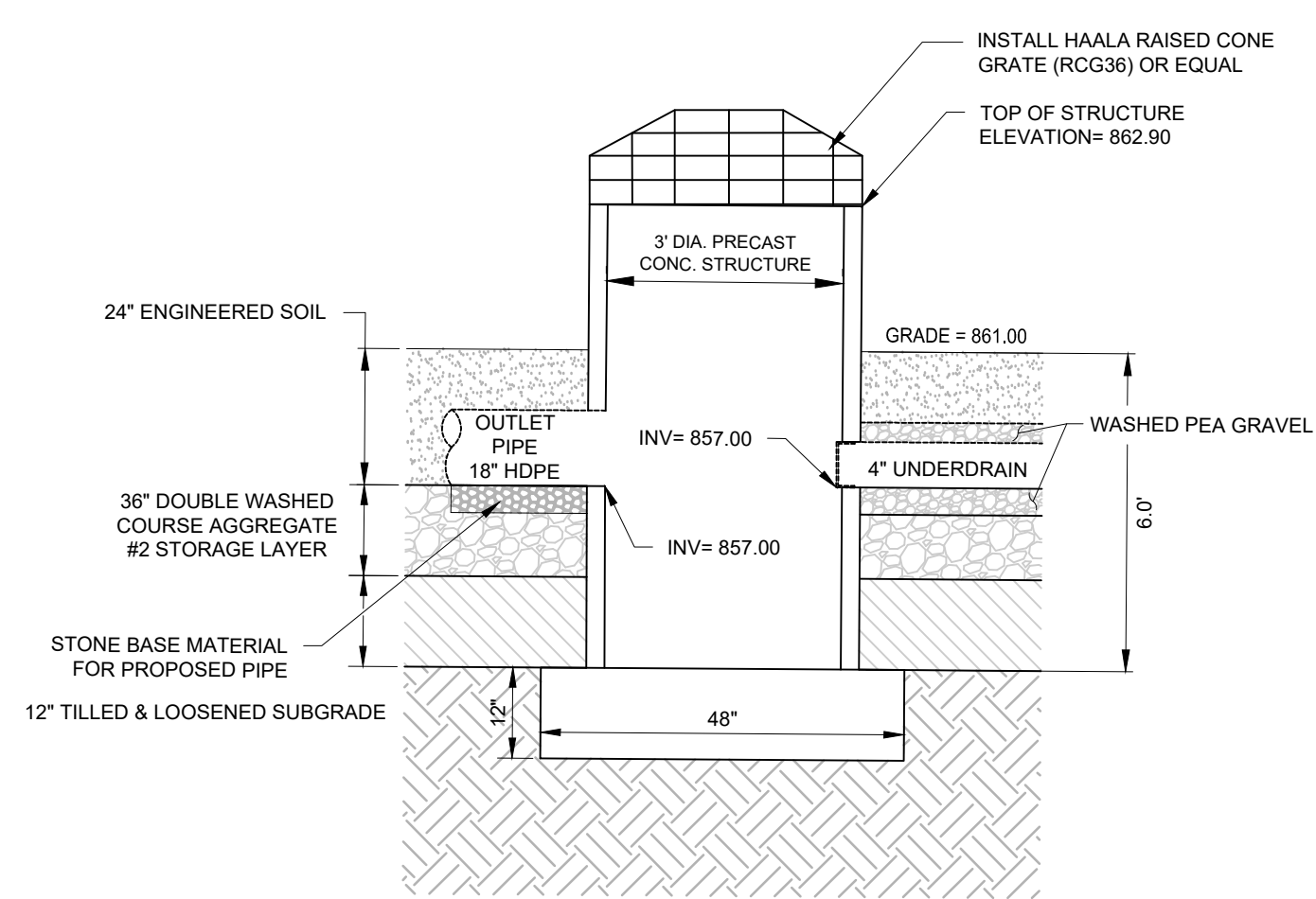
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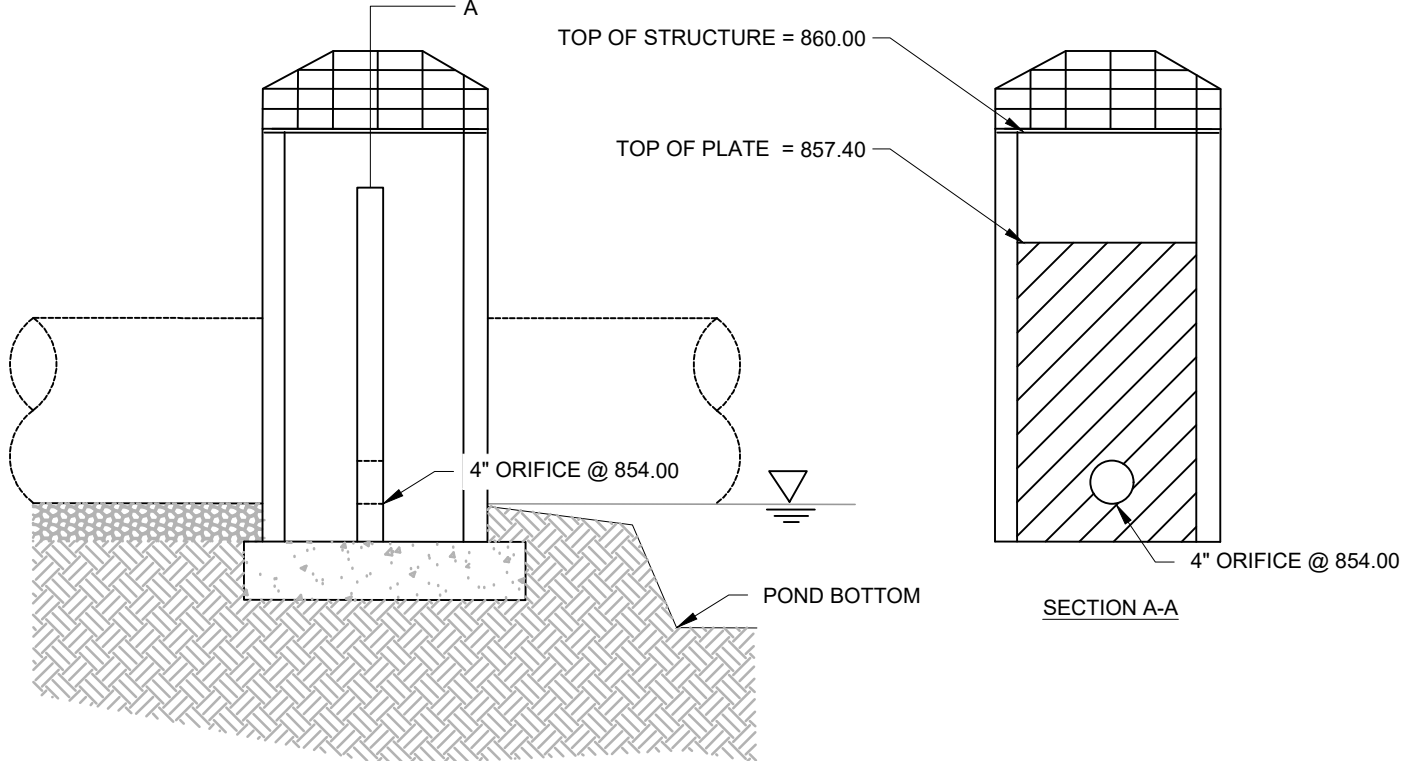
PROPOSED BIOFILTRATION BASIN DETAIL



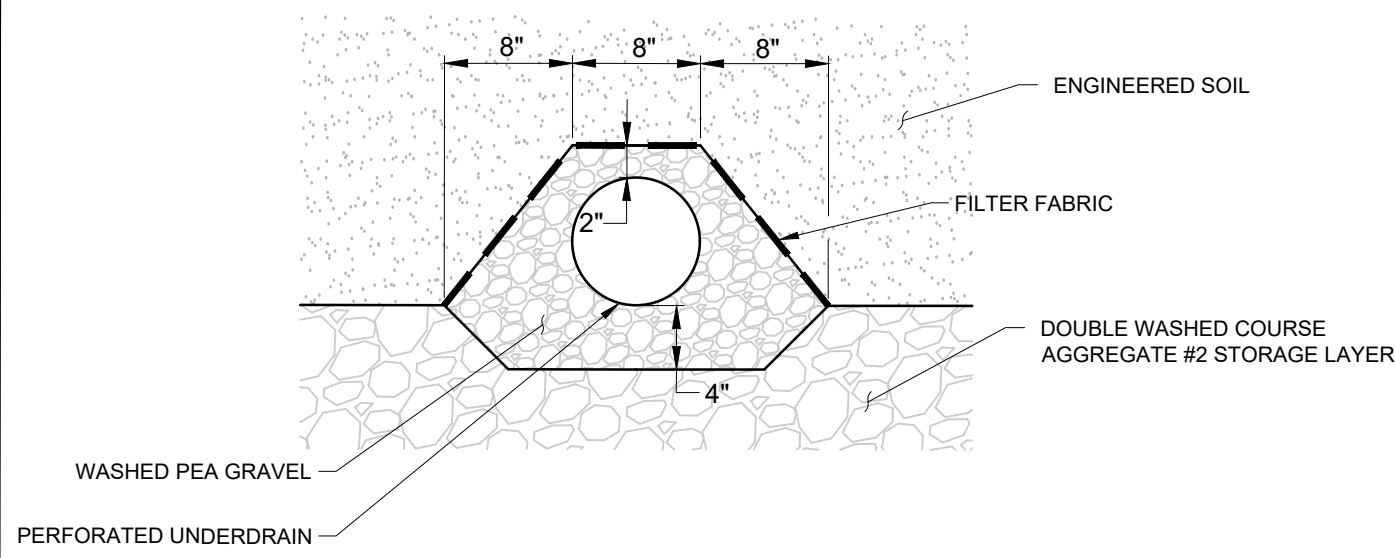
BIOFILTRATION BASIN EMERGENCY OUTLET STRUCTURE



BIOFILTRATION BASIN OUTLET STRUCTURE



EXISTING POND OUTLET STRUCTURE - BAFFLE PLATE



BIOFILTRATION UNDERDRAIN SECTION

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REVIEWED: DUB

DESIGNED: JSJ

DRAWN: JSJ



PLAN | DESIGN | DELIVER

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(262) 754-8888

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PINNACLE ENGINEERING GROUP

ENGINEERING | NATURAL RESOURCES | SURVEYING

NEW BERLIN FABRICATION BUILDING

16230 BELOIT ROAD

NEW BERLIN, WI

EXISTING TREE INVENTORY & TREE TRANSPLANTS

REVISIONS	
1	CITY COMMENTS
	05/09/25

REC'D ON 04/25/25 00:00-01	TOM
REC'D PM	
START DATE 03/20/25	
SCALE 1" = 30'	

SHEET

L-1

OF

L-5

EXISTING TREE INVENTORY & TREE TRANSPLANTS

www.pinnacle-engr.com

1 TREE PROTECTION

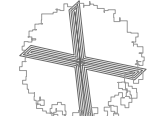
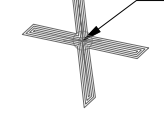
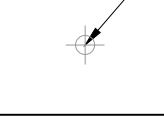
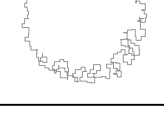
1 1/2" = 1'-0"

3293-05

GENERAL TREE PRESERVATION NOTES

TREE PROTECTION MEASURES:

- A TREE PROTECTION FENCE SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF GRADING OR CONSTRUCTION AND LOCATED SO AS TO PROTECT THE CRITICAL ROOT ZONE OF ALL TREES DESIGNATED FOR PRESERVATION IN ACCORDANCE WITH APPROVED TREE PRESERVATION PLAN. SAID FENCE SHALL BE LOCATED NO CLOSER TO EACH TREE TO BE PRESERVED THAN AT THE OUTSIDE EDGE OF EACH TREE'S CRITICAL ROOT ZONE.
- CRITICAL ROOT ZONE IS DEFINED AS: A CIRCULAR AREA ON THE GROUND BENEATH A TREE HAVING A RADIUS EQUAL TO ONE FOOT (1') FOR EVERY ONE INCH (1") OF TREE DIAMETER AT BREAST HEIGHT. THE CIRCULAR AREA NEED NOT BE EXACTLY CENTERED AROUND THE TREE, BUT IT SHALL BE POSITIONED SO THAT NO DISTURBANCE OCCURS CLOSER TO THE TREE THAN ONE-HALF (1/2) THE RADIUS OF THE CIRCLE.
- TREE PROTECTION FENCING SHALL CONSIST OF BRIGHTLY COLORED PLASTIC MESH OR SNOW FENCING A MINIMUM OF FORTY EIGHT INCHES (48") IN HEIGHT. IT SHALL BE SECURELY ATTACHED TO METAL FENCE POSTS THAT ARE DRIVEN INTO THE GROUND AND THAT ARE SPACED NO MORE THAN EIGHT FEET (8') APART.
- NO ENCROACHMENT, GRADING, TRENCHING, FILLING, COMPACTION, WASTE DUMPING, CONCRETE WASHOUT, CHANGE IN SOIL CHEMISTRY, OR STORAGE OF MATERIALS, EQUIPMENT OR VEHICLES SHALL OCCUR WITHIN THE FENCED AREAS.
- WHEN ROOTS TWO INCHES (2") IN DIAMETER AND GREATER MUST BE SEVERED, THE ENDS SHALL BE CUT CLEANLY WITH A SAW UNDER THE SUPERVISION OR DIRECTION OF AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE TO PREVENT THE ONSET OF DECAY. IF THEY ARE ACCIDENTALLY BROKEN OR CRUSHED, THE ROOT SHALL BE SAW CUT ABOVE THE RAGGED END. IN ALL CASES, THE CUT ROOTS SHALL BE IMMEDIATELY BURIED, MULCHED, OR OTHERWISE KEPT MOIST TO PRESERVE VIABILITY.
- TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE COMPLETION OF CONSTRUCTION, AS DETERMINED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.
- SUPPLEMENTAL WATERING OF PROTECTED TREES WILL BE NEEDED DURING SUMMER MONTHS OR DROUGHT CONDITIONS.

TREE INVENTORY KEY	
	DECIDUOUS TREES TO BE REMOVED
	EVERGREEN TREES TO BE REMOVED
	TREES WITHIN THE TREELINE TO BE REMOVED
	TREES WITHIN THE TREELINE
	DECIDUOUS TREES

NOTES

- TREES NOT ON THE PROPERTY OR IN THE R.O.W. WERE NOT INVENTORIED.

Tree Number	Diameter Inches	Tree Species	Tree Condition	Single/ Multistem	Remove
1	5	Ulmus - Elm	Good	Single Stem	
2	12	Ulmus - Elm	Good	Single Stem	
3	7	Ulmus - Elm	Good	Single Stem	
4	5	Ulmus - Elm	Good	Single Stem	
5	7	Juglans - Black Walnut	Good	Single Stem	
6	6	Ulmus - Elm	Good	Single Stem	
7	6	Ulmus - Elm	Good	Single Stem	
8	5	Ulmus - Elm	Good	Single Stem	
9	6	Ulmus - Elm	Good	Single Stem	
10	19	Pinus - Pine	Good	Single Stem	Yes
11	15	Juglans - Black Walnut	Good	Single Stem	Yes
12	33	Acer - Maple	Poor	Single Stem	Yes
13	12	Juglans - Black Walnut	Good	Single Stem	Yes
14	11	Juglans - Black Walnut	Good	Single Stem	Yes
15	17	Juglans - Black Walnut	Good	Single Stem	Yes
16	9	Juglans - Black Walnut	Good	Single Stem	Yes
17	6	Juglans - Black Walnut	Good	Single Stem	Yes
18	17	Juglans - Black Walnut	Good	Single Stem	Yes
19	9	Juglans - Black Walnut	Good	Single Stem	Yes
20	10	Juglans - Black Walnut	Good	Single Stem	Yes
21	9	Ulmus - Elm	Good	Single Stem	Yes
22	13	Juglans - Black Walnut	Good	Single Stem	
23	8	Ulmus - Elm	Fair	Single Stem	
24	6	Ulmus - Elm	Good	Single Stem	
25	9	Ulmus - Elm	Good	Single Stem	
26	9	Ulmus - Elm	Good	Single Stem	
27	7	Juglans - Black Walnut	Good	Single Stem	
28	5	Ulmus - Elm	Good	Single Stem	
29	9	Ulmus - Elm	Good	Single Stem	
30	25	Ulmus - Elm	Good	Multi-Stem	
31	9	Juglans - Black Walnut	Good	Single Stem	
32	24	Acer - Maple	Good	Multi-Stem	
33	36	Acer - Maple	Good	Single Stem	Yes
34	25	Acer - Maple	Good	Single Stem	Yes
35	20	Acer - Maple	Good	Single Stem	Yes

Required Tree replacement	Number of 2.5" cal trees	
Size of deciduous tree removed:		
5-7"	1	3
8-11"	5	45
12"+	8	96
2.5" deciduous tree replacement total		144
Size of evergreen tree removed:		8' conifers
10' ht	1	3
8' evergreen tree replacement total		3

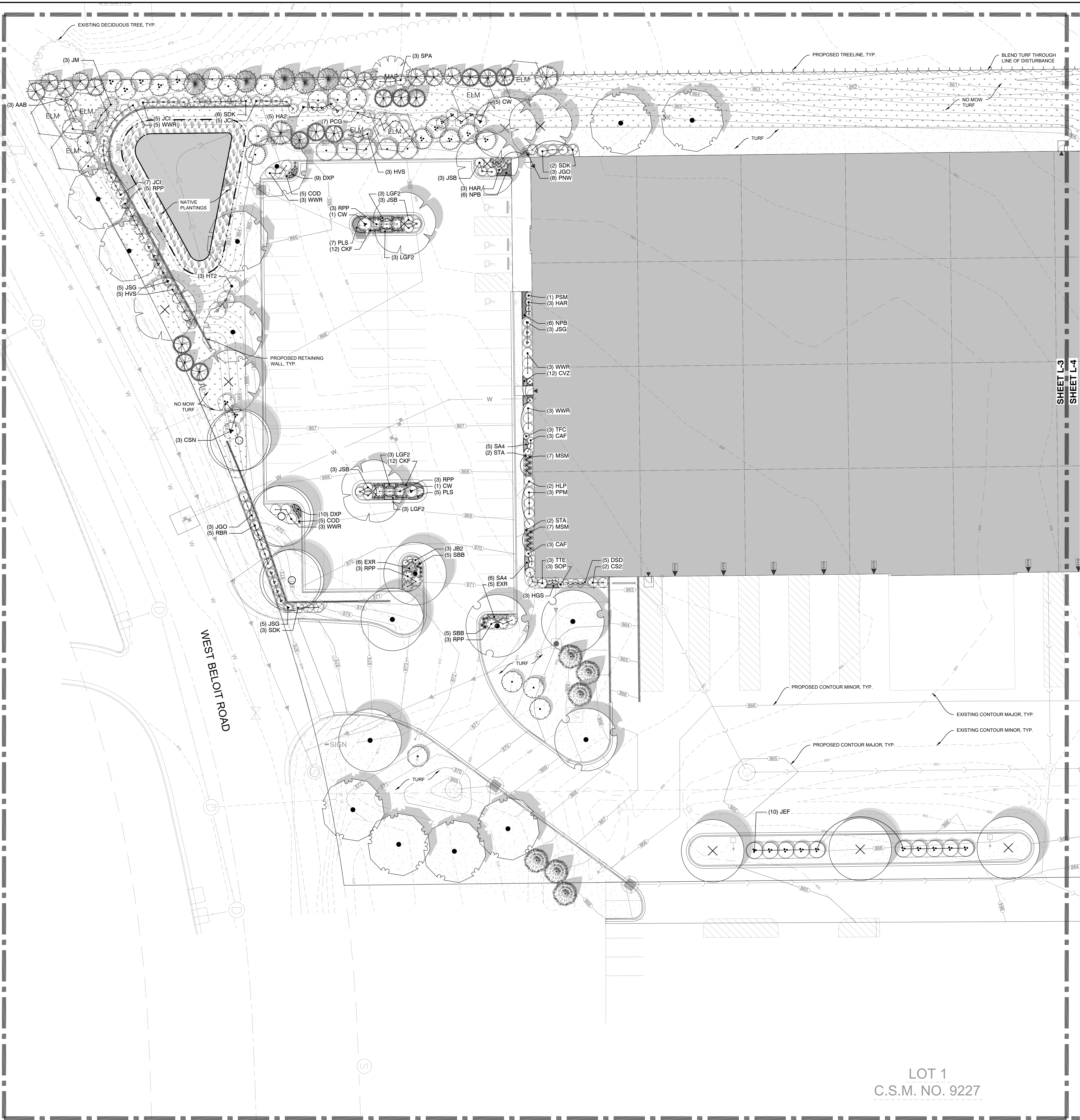
TREE TRANSPLANT KEY	
	5 TREES TO BE TRANSPLANTED WITH A TREE SPADE - ALSO ON LANDSCAPE PLANS
	1 TREE TO BE TRANSPLANTED WITH A TREE SPADE - ALSO ON LANDSCAPE PLANS

Z:\PROJECTS\2021\2557-00-WI\CAD\SHEETS\2557.00 LANDSCAPE PLAN.DWG

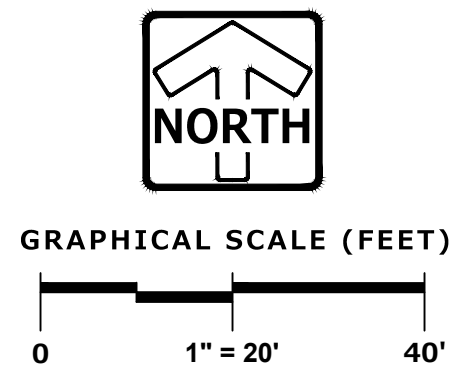
Page 45 of 64

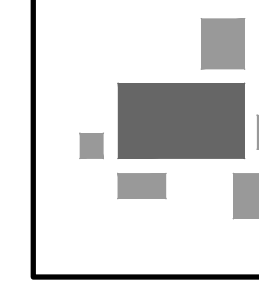


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DESIGNED: JSJ
REVIEWED: DJS
DRAFTED: JSJ



PLANT KEY		
CODE	BOTANICAL NAME	COMMON NAME
TREES		
AAF	Acer freemanii 'Autumn Fantasy'	Autumn Fantasy Maple
AMM	Acer saccharum 'Flax Mill Majesty'	Flax Mill Majesty Maple
BNS	Betula nigra 'Heritage'	Heritage River Birch
CCH	Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry
GSM	Gleditsia triacanthos 'Shademaster'	Shademaster Locust
GHK	Gymnocladus dioica 'McKBranded'	Decaf Kentucky Coffee Tree
OXS	Quercus x schuetti	Schuett Oak
SCW	Salix x sepulcralis 'Tritels'	Golden Weeping Willow
TTS	Tilia tomentosa 'Sterling'	Sterling Silver Linden
UP2	Ulmus x 'Morton Glossy'	Triumph Elm
EVERGREEN TREES		
JVC	Juniperus virginiana	Eastern Red Cedar
PAN	Picea abies	Norway Spruce
PGD	Picea glauca 'Densata'	Black Hills Spruce
PSW	Pinus strobus	White Pine
TP	Thuja plicata x 'Standishii'	Green Giant Western Arborvitae
ORNAMENTAL TREES		
AXA	Amelanchier x 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry
CER	Cercis canadensis	Eastern Redbud Multi-stem
MPM	Malus x 'Prairie Maid'	Prairie Maid Crabapple
MSU	Malus x 'Sugar Tyme'	Sugar Tyme Crabapple
MZR	Malus x 'Zumi'	Redbud Crab Apple
TRANSPLANT EXISTING		
MAP	Acer	Maple
ELM	Ulmus	Elm
SHRUBS		
AAB	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
CPP	Cephaelis occidentalis 'Ping Pong'	Ping Pong Butterbush
CS2	Chestra alnifolia 'Novicelein'	Summer Sparkler™ Summersweet
CAF	Cornus stolonifera 'Arctic Fire'	Arctic Fire Dogwood
CW	Cotinus coggygria 'NCC01'	Winecraft Black Smoke Tree
CSN	Cotinus coggygria 'Nordine'	Nordine Smokebush
HT2	Heptacodium miconioides 'SMNH-MRF'	Temple of Bloom Seven Son Flower
HA2	Hydrangea arborescens 'Annabelle'	Annabelle Smooth Hydrangea
HVS	Hydrangea p 'Vanilla Strawberry'	Vanilla Strawberry Hydrangea
HAR	Hydrangea paniculata 'SMHPS'	Razzleberry Hydrangea
HLP	Hydrangea paniculata 'SMNHPH'	Little Lime Punch Hydrangea
PFG	Physocarpus opulifolius 'Center Glow'	Center Glow Ninebark
RBR	Rosa rugosa 'Blanc de Coubert'	Blanc de Coubert Rugosa Rose
RPP	Rosa rugosa 'Purple Pavement'	Purple Pavement Rugosa Rose
RCC	Rosa x 'Coral Cove'	Coral Cove Rose
SHW	Salix integra 'Hakuro-nishiki'	Hakuro-nishiki Willow
SPA	Salix purpurea 'Canyon Blue'	Arctic Blue Leaf Willow
SDK	Syringa meyeri 'Paildin'	Dwarf Korean Lilac
SOP	Syringa x 'SMNJRPI'	Bloomerang Dwarf Pink Lilac
WWR	Weigela florida 'Wine & Roses'	Wine & Roses Weigela
EVERGREEN SHRUBS		
JCI	Juniperus chinensis 'Iowa'	Iowa Juniper
JSG	Juniperus chinensis 'Sea Green'	Sea Green Juniper
JB2	Juniperus horizontalis 'Blue Forest'	Blue Forest Creeping Juniper
JSB	Juniperus sabina 'Buffalo'	Buffalo Juniper
JM	Juniperus scopulorum 'Moonglow'	Moonglow Juniper
JGO	Juniperus virginiana 'Grey Owl'	Grey Owl Redcedar
JEF	Juniperus virginiana 'J.N. Select Green'	Emerald Feather Eastern Redcedar
PPM	Pinus mugo 'Pumilio'	Dwarf Mugo Pine
PSM	Pinus mugo 'Slowmound'	Slowmound Mugo Pine
TTE	Thuja occidentalis 'BailiJohr'	Technite Arborvitae
TFC	Thuja occidentalis 'Congabe'	Fire Chief Arborvitae
ORNAMENTAL GRASSES		
CKF	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass
COD	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass
DSD	Deschampsia cespitosa 'Schottland'	Schottland Tufted Hair Grass
MLK	Miscanthus sinensis 'Little Kitten'	Little Kitten Eulalia Grass
MSM	Miscanthus sinensis 'Maleparius'	Maleparius Miscanthus
PNW	Panicum virgatum 'Northwind'	Northwind Switch Grass
SBB	Schizachyrium scoparium 'Blue Heaven'	Blue Heaven Little Bluestem
STA	Sporobolus heterolepis 'Tara'	Tara Prairie Dropseed
PERENNIALS		
ASB2	Achillea millefolium 'Summer Berries'	Summer Berries Mix Common Yarrow
CVZ	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis
DXP	Dianthus x 'WP Passion'	Scent First Passion Dianthus
EXR	Echinacea x 'FECCSSRA'	SunSpeakers Rainbow Coneflower
HGS	Hosta x 'Gold Standard'	Gold Standard Hosta
LGF2	Leucanthemum superbum 'Goldfinch'	Goldfinch Shasta Daisy
NPB	Nepeta x faasseni 'Purrsian Blue'	Purrsian Blue Catmint
PLS	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage
SA4	Sedum x 'Autumn Fire'	Autumn Fire Sedum
SYMBOL BOTANICAL NAME COMMON NAME		
GROUND COVERS		
	Native Plantings	Agrecol Rainwater Renewal Seed Mix
	Turf Hydroseed	Reinders - Cadet 70/30 Fescue/Blue Mix
	Turf Hydroseed Low Grow	Reinders No Mow/Low Grow Mix





PINNACLE ENGINEERING GROUP
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20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
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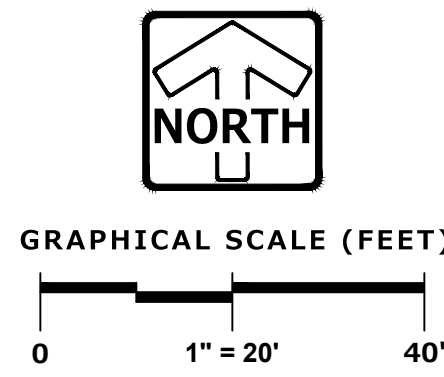
NEW BERLIN FABRICATION BUILDING
16230 BELOIT ROAD
NEW BERLIN, WI

LANDSCAPE ENLARGEMENT

REVISIONS	
1. CITY COMMENTS	05/09/25

PROJECT NO. 2557.00-WI	TGM
START DATE 03/20/25	SCALE 1" = 20'

SHEET	L-3
OF	L-5



PLANT KEY		
CODE	BOTANICAL NAME	COMMON NAME
TREES		
AAF	Acer freemanii 'Autumn Fantasy'	Autumn Fantasy Maple
AMM	Acer saccharum 'Flax Mill Majesty'	Flax Mill Majesty Maple
BN3	Betula nana 'Hortlage'	Hortlage River Birch
CGH	Celtis occidentalis 'ChicagoPond'	ChicagoPond Hackberry
GSD	Gleditsia triacanthos 'Shademaster'	Shademaster Locust
GHK	Gymnocladus dioica 'McKBranded'	DeCaf Kentucky Coffee Tree
QXS	Quercus x schuetzi	Schuetzi Oak
SAX	Salix x sepulcralis 'Tristis'	Golden Weeping Willow
TTS	Tilia tomentosa 'Sterling'	Sterling Silver Linden
UP2	Ulmus x 'Morton Glossy'	Triumph Elm
EVERGREEN TREES		
JVC	Juniperus virginiana	Eastern Red Cedar
PAN	Picea abies	Norway Spruce
PGD	Picea glauca 'Densata'	Black Hills Spruce
PSW	Pinus strobus	White Pine
TFW	Thuja plicata x 'Standishii'	Green Giant Western Arborvitae
ORNAMENTAL TREES		
AKA	Amelanchier x 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry
CRS	Cercis canadensis	Eastern Redbud Multi-stem
MPM	Malus x 'Prairie Maid'	Prairie Maid Crabapple
MSU	Malus x 'Sugar Tyme'	Sugar Tyme Crabapple
MZR	Malus x 'Zumi'	Redbud Crab Apple
TRANSPALANT EXISTING		
ACE	Acer	Maple
ELM	Ulmus	Elm
SHRUBS		
AAB	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
BBP	Cephaelis occidentalis 'Ping Pong'	Blue Broomrape
CAF	Clethra alnifolia 'Novacek'	Summer Sparkler™ Summersweet
C2	Cornus stolonifera 'Arcatic Fire'	Arcatic Fire Dogwood
CW	Cotinus coggagryia 'NCC01'	Winecraft Black Smoke Tree
CSN	Cotinus coggagryia 'Nordine'	Nordine Smokebush
H2	Hydrangea arborescens 'SMNHMPR'	Temple of Doom Seven Son Flower
H4S	Hydrangea arborescens 'Annabelle'	Annabelle Smooth Hydrangea
HVS	Hydrangea p. Vanilla Strawberry'	Vanilla Strawberry Hydrangea
HAL	Hydrangea paniculata 'SMNPS'	Razzleberry Hydrangea
HRP	Hydrangea paniculata 'SMNHPH'	Little Lime Punch Hydrangea
PHC	Physocarpus opulifolius 'Center Glow'	Center Glow Ninebark
RRB	Rosa rugosa 'Blanc de Coubert'	Blanc de Coubert Rugosa Rose
RPP	Rosa rugosa 'Purple Pavement'	Purple Pavement Rugosa Rose
RCC	Rosa x 'Coral Cove'	Coral Cove Rose
SHW	Salix integra 'Hakuro-nishiki'	Hakuro-nishiki Willow
SPB	Salix purpurea 'Gayerana Blue'	Arcatic Blue Leaf Willow
SDK	Syringa meyeri 'Palpur'	Dwarf Korean Lilac
SOP	Syringa x 'SMNJRP'	Bowemann Dwarf Pink Lilac
WWR	Weigela florida 'Wine & Roses'	Wine & Roses Weigela
EVERGREEN SHRUBS		
JCI	Juniperus chinensis 'Iowa'	Iowa Juniper
JSG	Juniperus chinensis 'Sea Green'	Sea Green Juniper
JH2	Juniperus horizontalis 'Blue Forest'	Blue Forest Creeping Juniper
JM	Juniperus sabinia 'Buffalo'	Buffalo Juniper
JSB	Juniperus scopulorum 'MoonGlow'	MoonGlow Juniper
JOJ	Juniperus virginiana 'Grey Owl'	Grey Owl Redcedar
JEF	Juniperus virginiana 'J.N. Select Green'	Emerald Feather Eastern Redcedar
PUM	Pinus mugo 'Pumilio'	Dwarf Mugo Pine
PSM	Pinus mugo 'Stowmound'	Stowmound Mugo Pine
TTE	Thuja occidentalis 'BallJuhn'	Technito Arborvitae
TFC	Thuja occidentalis 'CongoBae'	Fire Chief Arborvitae
ORNAMENTAL GRASSES		
CKF	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass
COD	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass
CSB	Deschampsia cespitosa 'Schottland'	Schottland Tuffery Hair Grass
MLK	Miscanthus sinensis 'Little Kitten'	Little Kitten Eulalia Grass
MSM	Miscanthus sinensis 'Malepartus'	Malepartus Miscanthus
PNB	Panicum virgatum 'Northwind'	Northwind Switch Grass
SBW	Schizachyrium scoparium 'Blue Heaven'	Blue Heaven Little Bluestem
SITA	Sporobolus heterolepis 'Tart'	Tart Prairie Dropseed
PERENNIALS		
SB2	Aschilia millefolium 'Summer Berries'	Summer Berries Mix Common Yarrow
CYZ	Corydalis verticillata 'Zagreb'	Zagreb Coryopsis
EXR	Dianthus x 'WP Passion'	Scout Fire Passion Dianthus
EXR	Echinacea x 'IEFCSRSR'	SunSeekers Rainbow Coneflower
HGS	Hosta x 'Gold Standard'	Gold Standard Hosta
GLD	Impatiens 'Fascination' 'Goldfinch'	Goldfinch Stems Daisy
NPB	Nepeta x fassenei 'Pursian Blue'	Pursian Blue Catmint
PLS	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage
SA4	Sedum x 'Autumn Fire'	Autumn Fire Sedum
SYMBOL BOTANICAL NAME COMMON NAME		
GROUND COVERS		
	Native Plantings	Agrain Reforest Renewal Seed Mix
	Turf Hydroseed	Reinders - Cadet 70/30 Fescue/Blue Mix
	Turf Hydroseed Low Grow	Reinders no Mow/Low Grow Mix

REVISIONS		
1. CITY COMMENTS	05/09/25	

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC. DESIGNED: JSU DRAWN: JSU REVIEWED: DJS

GENERAL PLANTING NOTES

- THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
- THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
- ALL BNB STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION, IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A. SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
- ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
- ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
- TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL-BALANCED BRANCH SYSTEMS. MULTISTEM TREES SHALL HAVE 3-4 STRAIGHT TRUNKS AND WELL-BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1.
- ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1.
- BNB TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
- ALL SPRING TREES MUST BE FRESHLY DUG IN THE MOST RECENT SPRING.
- ALL AUTUMN TREES MUST BE FRESHLY DUG IN THE MOST RECENT AUTUMN.
- TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST, AT TIME OF DELIVERY. TREES SHALL BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AND APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY TREES THAT DO NOT MEET THE SPECIFICATIONS OR THAT HAVE BEEN DAMAGED DURING SHIPMENT. THE LANDSCAPE INSTALLER MUST RECEIVE APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY SUBSTITUTIONS OR ALTERATIONS.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 10" DEPTH OF PREPARED SOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 10" OF SOIL. REFER TO SOIL PLACEMENT NOTES.
- WHILE PLANTING TREES AND SHRUBS, BACKFILL ¾ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
- THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
- OAK TREES SHALL BE TREATED FOR TWO-LINE CHESTNUT BORER BOTH AT THE TIME OF INSTALLATION AND DURING THE SECOND GROWING SEASON.
- ALL PLANTING BEDS SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH, AND ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
- ALL PLANTING BEDS AND TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. BED EDGES ARE TO BE CUT CLEAN AND SMOOTH AS SHOWN ON LANDSCAPE PLANS WITH A CLEAR DEFINITION BETWEEN TURF AND PLANTING AREAS.
- ALL TURF SEED AREAS SHALL RECEIVE A MINIMUM OF 6" DEPTH OF TOPSOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 6" OF SOIL AS INDICATED IN THE SOIL PLACEMENT NOTES. REQUIRED AMENDMENTS SHALL BE DETERMINED BASED ON A SOIL ANALYSIS TO BE PERFORMED. ALL TOPSOIL AMENDMENT SHALL BE AGED WEED FREE MANURE OR CLASS 1 ORGANIC MATTER.
- FOR LAWN SEEDING, APPLY A STARTER FERTILIZER AND SEED UNIFORMLY AT THE RATE RECOMMENDED BY MANUFACTURER, AND PROVIDE A MULCH COVERING THAT IS SUITABLE TO PROMOTE SEED GERMINATION AND TURF ESTABLISHMENT. CONTRACTOR TO PROVIDE FERTILIZER, SEED, AND MULCH SPECIFICATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. EROSION CONTROL MEASURES ARE TO BE INSTALLED IN THOSE AREAS REQUIRING STABILIZATION (SWALES, SLOPES EXCEEDING 1:3, AND THOSE LOCATIONS INDICATED IN CIVIL DRAWINGS).
- THE CONTRACTOR TO ENSURE A SMOOTH, UNIFORM QUALITY TURF IS ACHIEVED WITH NO BARE SPOTS LARGER THAN 6" X 6". ANY BARE SPOTS LARGER THAN 6" X 6" AT THE END OF ESTABLISHMENT PERIOD SHALL BE RESEED AT THE CONTRACTORS EXPENSE TO OBTAIN A DENSE, UNIFORM LAWN.
- ALL FINISH GRADING AND LAWN AREAS TO BE INSTALLED BY LANDSCAPE CONTRACTOR.
- ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
- TREES SHALL BE INSTALLED NO CLOSER THAN:
 - 10 FEET FROM ANY FIRE HYDRANT
 - 7 FEET FROM STORM SEWER, SANITARY SEWER LATERALS, DRIVEWAYS, AND WATER SERVICE
- THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
- THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
- THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
- PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

- LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEIOUS MATTER. AREAS ADJACENT TO WALKS AND PAVEMENT SHALL BE FREE OF EXCESS STONE AND PAVING MATERIALS SO AS TO PROVIDE AN UNINTERRUPTED CROSS SECTION OF SOIL. INTERNAL PARKING ISLANDS SHALL BE LOOSENEED TO A DEPTH OF 30".
- THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
- TREE AND SHRUB HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
- SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES. FINISH GRADE OF TURF SEEDING AREAS SHALL BE 1" BELOW ALL ADJACENT HARD SURFACES, WALKS, AND CURBS.)
- PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL REQUIRED. WORK INTO TOP OF LOOSENEED SUBGRADE TO CREATE A TRANSITION LAYER, THEN PLACE REMAINDER OF THE SOIL. SOIL TRANSITION LAYER SHALL BE TILLED TO A MINIMUM DEPTH OF 6" BELOW THE DEPTH OF NEWLY PLACED SOIL. PARKING LOT ISLANDS SHALL BE CROWNED TO A HEIGHT OF 6" TO PROVIDE PROPER DRAINAGE UNLESS OTHERWISE NOTED.
- DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
- ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.

NATIVE SEEDING

ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WILL BE COMPLETED BY HAND-BROADCASTING OF PRE-DESIGNED SEED MIXES TO CREATE A DYNAMIC PLANTING.

PRIOR TO SEEDING:

- ALL WEEDS AND EXISTING VEGETATION SHALL BE REMOVED. EXISTING VEGETATION SHALL BE TREATED WITH GLYPHOSATE OR SIMILAR HERBICIDE BY A LICENSED PROFESSIONAL. TREATMENT SHALL OCCUR A MINIMUM OF 10 DAYS PRIOR TO SEEDING/PLANTING. VEGETATION STILL ALIVE AFTER INITIAL HERBICIDE TREATMENT SHALL BE TREATED A SECOND TIME PRIOR TO TILLING INTO THE SOIL. TREATED VEGETATION SHALL BE TILLED INTO THE SOIL NO EARLIER THAN 1 DAY PRIOR TO SEEDING.
- PREPARATION OF SOIL PRIOR TO SEEDING
 - REFER TO CIVIL PLANS FOR SOIL MIXTURE.
 - ALL FOREIGN MATERIALS LARGER THAN 1-INCH SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
 - AREA SHOULD BE FREE FROM UNSIGHTLY VARIATIONS, RIDGES, AND DEPRESSIONS.
 - AVOID DRIVING OVER THE SPECIFIED AREA WITH MACHINERY.

SPECIFICATIONS FOR HAND BROADCASTING:

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH 1-JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.

A. COVER CROP

- ANNUAL RYE SHALL BE SPREAD AT A DENSITY OF 20 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET AREAS.
 - WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDLINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.
- SEED MIX:
 - MIX ALL NATIVE SEED WITH VERMICULITE ACCORDING TO AGRECOL RECOMMENDATIONS AND INSTALLATION GUIDELINES.
 - BROADCAST HALF THE SEED OVER THE ENTIRE SITE OR TARGET AREA.
 - BROADCAST THE OTHER HALF OF SEED PERPENDICULAR TO THE DIRECTION THAT THE FIRST HALF OF THE SEED WAS BROADCAST.
 - COVER SEED WITH ¼-INCH TO ½-INCH OF SOIL (USE ANY EXCESS SOIL FROM THE SITE) WITH RAKE OR DRAG.
 - ROLL SITE TO ENSURE FIRM SEED-TO-GROUND CONTACT.
 - KEEP SEED CONSTANTLY WET THROUGH GERMINATION PERIOD. GENERALLY 3 WEEKS.

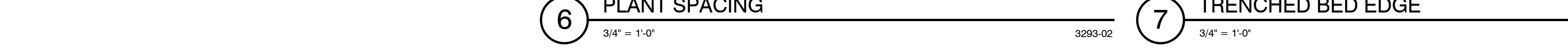
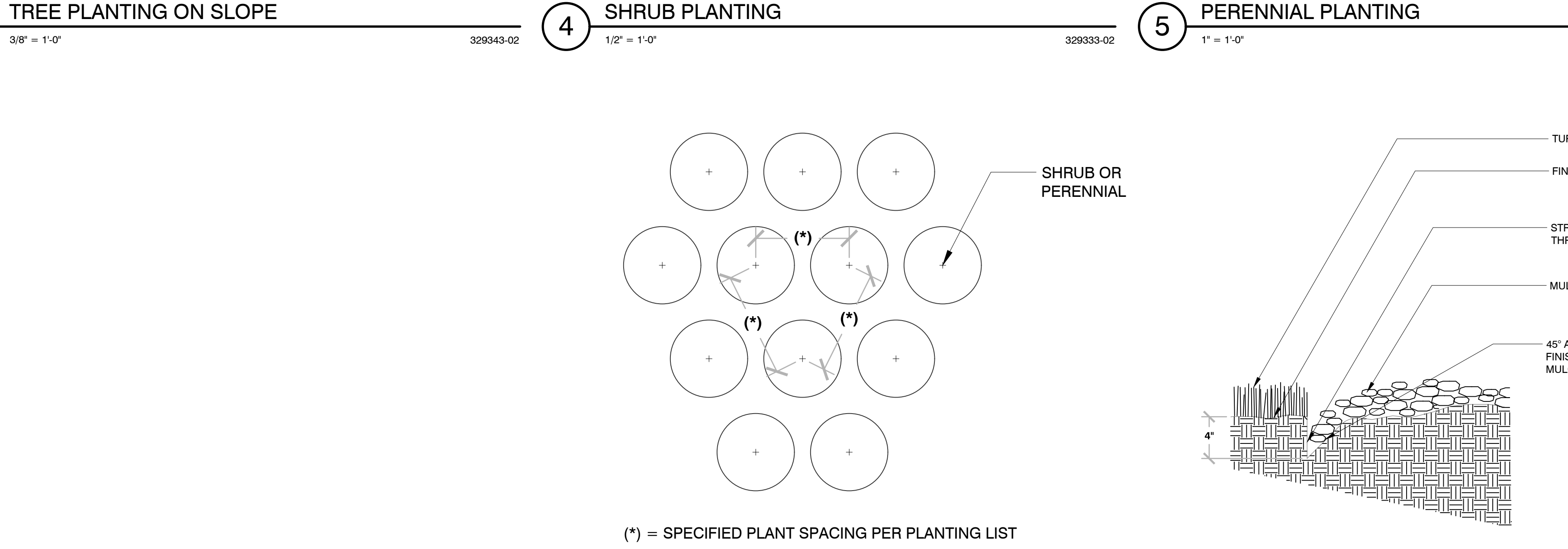
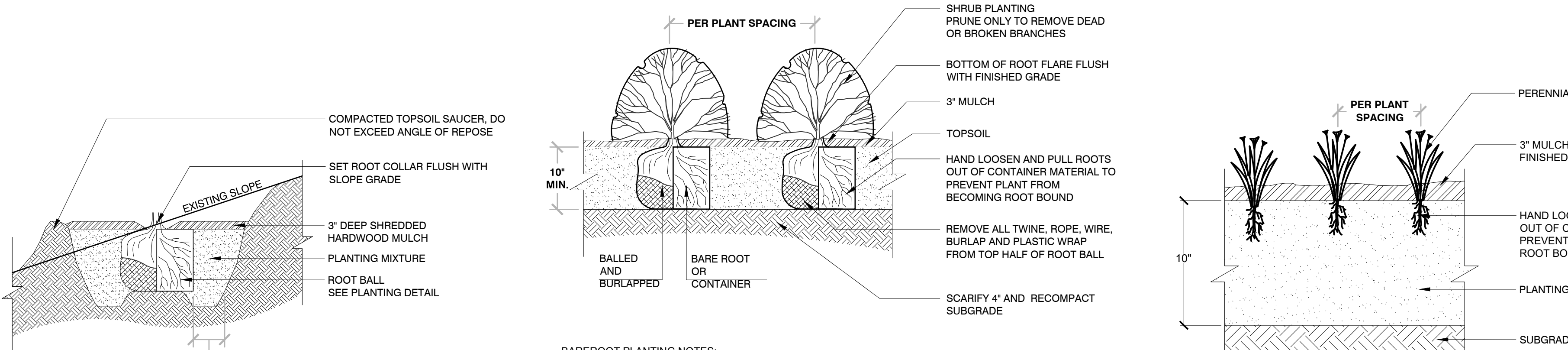
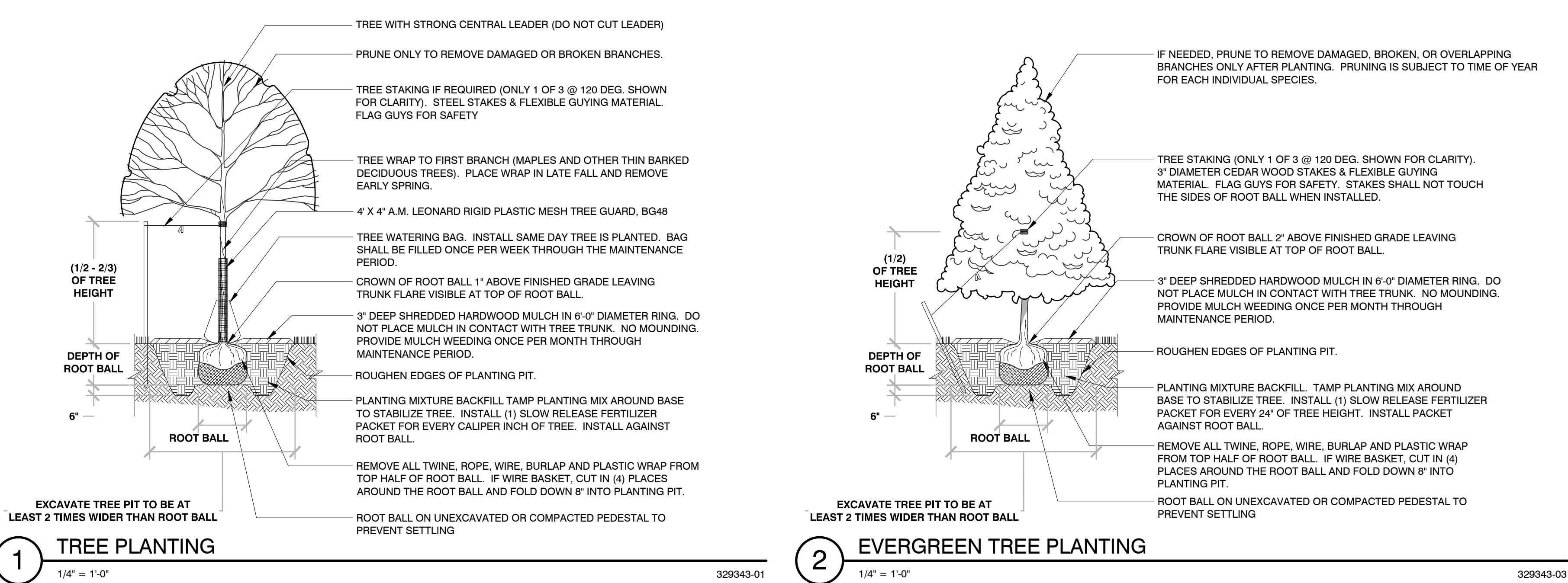
ALL SEEDING SHALL BE COVERED WITH 1-INCH OF CLEAN, NON-INVASIVE STRAW (NO MARSH HAY, OR REED CANARY GRASS) WITHOUT SEEDS, WITHIN SEVEN DAYS. WHEAT, RYE, OATS, OR BARLEY ARE ACCEPTABLE FORMS OF STRAW. THOSE AREAS OF SLOPES STEEPER THAN 8:1 (EIGHT FEET HORIZONTAL TO ONE FOOT VERTICAL) SHALL BE PLANTED NO LATER THAN OCTOBER 1 AND STAKED WITH AN EROSION CONTROL BLANKET TO PREVENT EROSION.

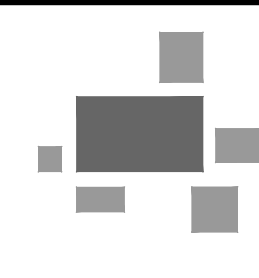
NATIVE PLANTINGS:

WEED SUPPRESSION MEASURES:

- 1st YEAR** - PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. THIS SHOULD OCCUR APPROXIMATELY EVERY MONTH OF THE GROWING SEASON AFTER NATIVE PLANTINGS HAVE BEEN ROUGH GRADED.
- 2nd YEAR** - IN MAY/JUNE MOW NATIVE PLANTINGS AT 6" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. HAVE PROFESSIONAL ASSESS PLANTINGS. REPEAT MOWING NATIVE PLANTINGS AND SPOT-SPRAY IN EARLY JULY.
- 3rd YEAR** - IN MAY/JUNE MOW NATIVE PLANTINGS AT 8" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS.
- 4th YEAR** - IN MAY PERFORM A PRESCRIBED BURN. IN JUNE HAVE A QUALIFIED PROFESSIONAL ASSESS PLANTINGS. IF A PRESCRIBED BURN CAN NOT BE UTILIZED, NATIVE PLANTINGS SHALL BE CUT TO THE GROUND AND ALL CUT MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE.

LANDSCAPE IMPROVEMENT TABLE	REQUIRED	PROVIDED
OPEN SPACE 71,530 SQ FT - TREE 1/3600 SQ FT - SHRUBS 3/3600 SQ FT NOTE: PARKING LOT TREES & SHRUBS NOT INCLUDED IN THIS SECTION EXTRA TREES WERE ADDED FOR EXISTING TREE REPLACEMENT	20 60	40 76
PLANTINGS SIZES: - TREE TOTAL 46 - EVERGREEN TREE TOTAL 35	4" 50% 2" 50% 8" 50% 6" 50%	24 24 18 17
BUFFERS 240 FT OF TYPE D - TREES - EVERGREEN TREES - SHRUBS	36 29 58	36 29 58
PARKING INTERIOR 12 ISLANDS - TREES 1 ISLAND - SHRUBS 3 ISLAND	12 36	12 40





PLAN | DESIGN | DELIVER
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WISCONSIN OFFICE: 20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO MILWAUKEE - NATIONWIDE

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

NEW BERLIN FABRICATION BUILDING

16230 BELOIT ROAD

NEW BERLIN, WI

LANDSCAPE GENERAL NOTES & DETAILS

REVISIONS	
1. CITY COMMENTS	05/09/23

PROJECT NO: 2557-00-VT	TOWN	SHEET
DATE: 03/20/23	START DATE	L-5
SCALE	VARIABLES	OF
		L-5

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: 2024 Compliance Maintenance Annual Report

LOCATION: N/A

REQUEST: Approval of Resolution # 25-14

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council to approve Resolution #25-14 Compliance Maintenance Annual Report (CMAR) for reporting year 2024.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

2024 Compliance Maintenance Annual Report

DATE STAFF REPORT CREATED: June 13, 2025

CUSTOMER/PROJECT NAME: Compliance Maintenance Annual Report

ISSUE/DESCRIPTION OF PROJECT: Approve Resolution #25-14

DATE OF COMPLETENESS DETERMINATION: Due by June 30, 2025

REQUESTED ACTION:
Recommend to the Common Council to approve Resolution #25-14, Compliance Maintenance Annual Report (CMAR) for reporting year 2024.

FISCAL IMPACT: N/A

SOURCE OF FUNDS: N/A

RATIONALE:
The CMAR report needs to have the City of New Berlin Common Council approval annually by June 30th of the following year to be accepted by the Wisconsin Department of Natural Resources (WDNR) for 2024

PREVIOUS ACTION: N/A

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council to approve Resolution #25-14, Compliance Maintenance Annual Report (CMAR) for reporting year 2024.

ATTACHMENTS:
Resolution #25-14 Resolution accepting the Compliance Maintenance Annual Report for the City of New Berlin Wastewater Utility.

RESOLUTION NO. 2025-14

**A RESOLUTION ACCEPTING THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE
CITY OF NEW BERLIN WASTEWATER UTILITY**

WHEREAS, the City of New Berlin has fully completed and compiled the data for the 2024 Wastewater Utility Compliance Maintenance Annual Report per the State of Wisconsin Department of Natural Resources requirement, and;

WHEREAS, the City of New Berlin Common Council is required to approve this report and all of its contents as related to the City's Wastewater Utility.

NOW THEREFORE BE IT RESOLVED THAT, the City of New Berlin Common Council approves and accepts the Compliance Maintenance Report as related to the City's Wastewater Utility for the 2024 year.

Passed and adopted by the Common Council this 25th day of June, 2024

APPROVED:

David A. Ament, Mayor

Countersigned/Certified:

Rubina R. Medina, City Clerk



DATE: June 20, 2025

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for June 24, 2025, Common Council Mtg

Library Board

Barb Uhen
18695 W. Cleveland Ave
New Berlin, WI 53146
262-789-6456
barb.uhen@nbexcellence.org
(Current Term Expires 6/30/25)
(NBPS Rep)
(Re-Appointment)

Expiration Date

6/30/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Library Board

John Marek
15295 Library Lane #302
New Berlin, WI 53151
262-784-8902
jmarek@uwalumni.com
(Current Term Expires 6/30/25)
(Re-Appointment)

Expiration Date

6/30/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B



Committee of the Whole MEETING MINUTES

June 10, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:00 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa

Excused: Alderperson Dave Maxey, Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, Human Resources Director Melissa Beck, Code Compliance Specialist Dan Hogan, and City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

3. APPROVAL OF MINUTES

A. May 27, 2025 Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Kroupa
Second by: La Fever
Motion Passed 5-0

4. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the June 11th, 2025, Water Utility claims in the amount of \$132,239.61. Sewer Utility claims in the amount of \$4,847.18 and General City claims in the amount of \$489,275.69. US Bank VISA EFT of \$24,892.52

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Harenda
Motion Passed 5-0

5. LICENSES & PERMITS

- A.** Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: La Fever
Motion Passed 5-0

6. MISCELLANEOUS

- A.** Human Resources Department Update

Melissa Beck, Human Resources Director, provided an update to the Council and those in attendance.

- B.** Discussion and possible action to recommend approval to the Common Council of a Memorandum of Understanding between the City of New Berlin and the New Berlin School District, establishing the Activity and Recreation Center (ARC) as a designated student reunification site and outlining the terms of its use, as detailed in the Requested Action Statement

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: La Fever
Motion Passed 5-0

- C.** Discussion and possible action to recommend that the Common Council authorize the New Berlin Fire Department to enter into a revised contract with its ambulance billing provider, EMS Management Consultants (EMS|MC), as outlined in the Requested Action Statement and reviewed by the City Attorney

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Horbinski
Motion Passed 5-0

- D.** Discussion and possible action to recommend that the Common Council approve Ordinance No. 2712, an ordinance repealing Section 6-26 of the City of New Berlin Municipal Code relating to the Communications Committee

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Kroupa
Motion Passed 5-0

- E.** Update on the code compliance matter regarding the clear-cutting of trees within the C-1 district on the property located at 6035 S Karrington Ln

Code Compliance Specialist Dan Hogan provided an update to the Council.

7. ADJOURN

MOTION: Motion to adjourn at 6:43 PM

VOTE: Motion by: La Fever
Second by: Kroupa
Motion Passed 5-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

ALCOHOL LICENSE APPLICANTS

The establishments listed below hereby submit their application to the Common Council of the City of New Berlin for an alcohol license, as described herein and in their accompanying application materials, pursuant to the applicable provisions of the Wisconsin Statutes and the Ordinances of the City of New Berlin, for the licensing period ending June 30, 2026. Licenses shall be issued by the City Clerk contingent upon the fulfillment of all statutory and municipal requirements, such as, but not limited to, the successful completion of all required inspections and the payment of all applicable fees.

Page: 1

Trade Name	Agent Name	Applying for License
1. Drakes Watering Hole 3612 S. Moorland Road New Berlin, WI 53151 Location:	Kathryn L. Bauer 2871 S. 127th St New Berlin, WI 53151 Premise Description: Main building within shopping plaza. Alcohol sold & consumed in dining space, stored in cooler, back bar, & store room.	"Class B" - Combo
2. Princeton Club 14999 W. Beloit Rd. New Berlin, WI 53151 Location:	Renee M. Warzon 13510 W North Ln New Berlin, WI 53151 Premise Description: Bar Area, Outdoor poll deck, Storage room	"Class B" - Combo
3. The Bull Pen Sports Bar & Grill 19745 W National Avenue New Berlin, WI 53151 Location:	Steven Dunn W258 S8010 Prairieside Dr. Mukwonago, WI 53149 Premise Description: License Surrendered by Prospect Hill Pub & Eatery LLC. Beer Coolers, Behind bar, liquor rails and displays behind bar, beer cooler, downstairs, basement storage room.	"Class B" - Combo
4. Uncle Jimmy's Bar & Grill 18540 W. NATIONAL AVE New Berlin, WI 53146 Location:	James C. Lidwin 15100 W. Maple Ridge Rd New Berlin, WI 53151 Premise Description: Basement locked closet for all storage of product. Office that locks for all records & invoices. Sold in the Main Bar area with 28 Bar Stools & 22 Tables. Consumed in the Main Bar Area.	"Class B" - Combo

2025-2028
Make
Connections

STRATEGIC PLAN

VISION The New Berlin Public Library is a vital community destination open to everyone.

MISSION Provide a welcoming space for community connections with access to materials and services that enhance education, entertainment, culture, creativity, and curiosity.

Guided by the mission and vision of the **New Berlin Public Library**, we have defined a strategic course with focus on expanding access. This commitment drives our strategic priorities, which aim to enrich library services, broaden resources, strengthen community engagement, and thoughtfully enhance our physical spaces.

-The New Berlin Public Library Strategic Planning Committee

STRATEGIC PRIORITIES

ENHANCED SERVICES

We will continue to develop services and programs that broaden the community's experience and perspective.

ENHANCED COMMUNITY CONNECTIONS

We will seek an active network of local partnerships to support common goals and achieve greater impact within the New Berlin community,

ENHANCED SPACE

We will evaluate spaces for enhancements that encourage collaboration, foster connections, develop creativity, and support the free exchange of ideas.

ENHANCED RESOURCES

We will review and curate resources that are inclusive and allow all patrons to be informed, connected, and inspired.

STRATEGIC GOALS

With the support of the New Berlin Public Library Board of Trustees, the Library Director, Staff and Volunteers look forward to the next three years with strategic focus on the following goals:

A. ENHANCED SERVICES

Achievement through the following tasks:

- 1) Ensure public access to a broad spectrum of ideas by curating diverse collections, hosting programs, and protecting intellectual freedom.
- 2) Incorporate accessibility tools by integrating emerging & adaptive technologies, multilingual resources and sensory-friendly initiatives at the Library.
- 3) Modernize infrastructure to improve operational efficiency, enhance user experience, and ensure connectivity throughout library spaces.

B. ENHANCED RESOURCES

Achievement through the following tasks:

- 1) Align staffing resources to expand community outreach and create off-site library learning opportunities.
- 2) Assess audience learning needs to ensure collections and materials are meaningful, engaging, and aligned with future skills and opportunities.
- 3) Expand MakerStudio offerings to support diverse forms of creative exploration, bridging traditional arts and crafts with instruction for technology-driven tools and techniques.

C. ENHANCED COMMUNITY CONNECTIONS

Achievement through the following tasks:

- 1) Increase library membership, attendance and circulation with programs and outreach to the community.
- 2) Define and implement strategic resource practices to strengthen long-term relationships with donors and fundraising organizations.
- 3) Partner with citizens, public, private, non-profit and community groups to form a collective space that creates meaning and memory.

D. ENHANCED SPACES

Achievement through the following tasks:

- 1) Reimagine Library's 2nd level floor plan to improve functionality, accessibility, safety, and the patron experience.
- 2) Integrate indoor and outdoor spaces with features that encourage learning, collaboration, and engagement.
- 3) Implement environmentally sustainable strategies for the long-term facility and grounds conservation.

Strategic Performance and Assessment:

Through regular reviews to measure progress toward key strategic goals, library staff ensure we remain aligned with our mission and vision. During the 2025–2028 Strategic Cycle, performance will be evaluated using metrics for community engagement, program participation, and resource usage. These indicators will provide insight into the effectiveness of our initiatives and inform continuous improvement efforts.



REQUESTED ACTION STATEMENT

DATE: June 16, 2025

TO: Common Council

FROM: Bob Loohauis – Facilities Supervisor
Lucas Pichler – DPW Director

ISSUE: WE Energies Underground Electrical Easement at 16530 W National Ave

REQUESTED:

Recommend to Common Council to approve an Underground Electrical Easement with WE Energies to construct an electrical service at 16530 W National Ave.

FISCAL IMPACT:

The easement itself does not have a fiscal impact. The electrical panel has an estimated cost of \$14,890.00 which is being paid for by Spectrum Carnival. The electrical service has a cost of \$13,665.17, which would be paid for using Facilities Maintenance Operating Funds.

RATIONALE:

To increase the available electrical power in Malone Park, an electrical panel is being installed, which requires an electrical service with WE Energies. WE Energies has determined that the power for this service will need to come from a transformer on the DPW Campus at 16530 W. National Ave. An underground easement is needed by WE Energies from the City to allow for maintenance of the electrical infrastructure. The proposed easement has been located to avoid future renovations of the DPW Campus based on conceptual plans. The electrical panel will be used by the City and 4th of July vendors for various events within Malone Park.

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **5104405** IO NO. **5463**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of New Berlin**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land twelve (12) feet in width of Grantor's land known as **Lot 3 of Certified Survey Map No. 11813** recorded in the office of the Register of Deeds on February 12, 2019 as **Document No 4382953**, being part of the **Northeast ¼ and Northwest ¼ of Section 22, Town 6 North, Range 20 East** in the city of New Berlin, Waukesha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

NBC123899909
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

City of New Berlin

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the City of New Berlin, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Mari Nault on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

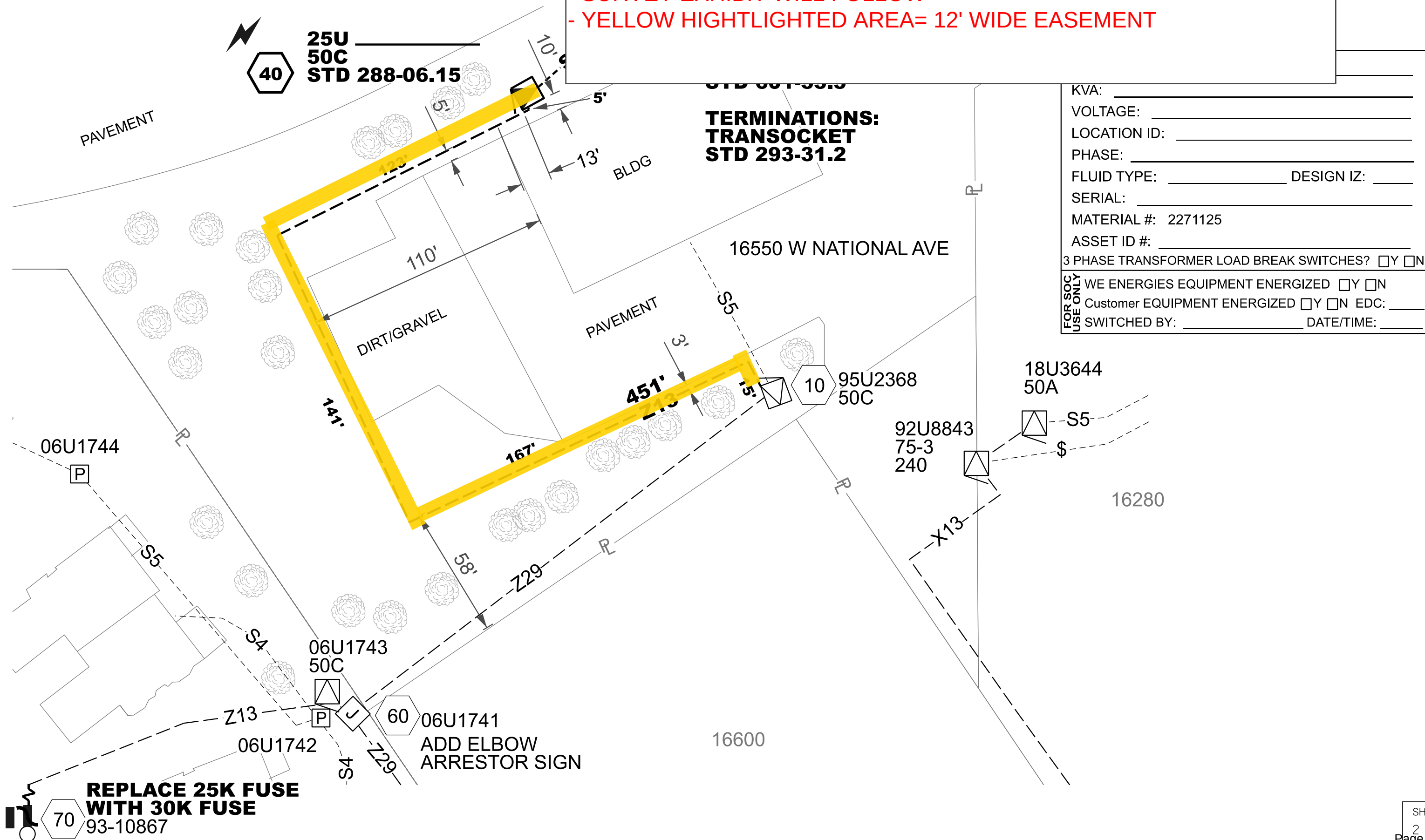


ELEC WR **WK 5104405**
GAS WR



EXHIBIT "A" - FOR REFERENCE PURPOSES ONLY

- EXHIBIT WILL NOT BE RECORDED WITH EASEMENT
- SURVEY EXHIBIT WILL FOLLOW
- YELLOW HIGHLIGHTED AREA= 12' WIDE EASEMENT



REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Gregory Kessler, AICP – Director of Community Development

DATE: June 19, 2025

ISSUE: Common Council to set the public hearing date for updates to the Zoning Code.

REQUESTED: Recommend to the Common Council that a public hearing be set for August 13, 2025 at 6:00 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275-25 Building Permits).

RATIONALE: Per Chapter 275-15D(1) of the City's Zoning Code, the Department of Community Development is recommending an update to the Zoning Code.

The Common Council sets the date for the public hearing that will take place before the Plan Commission. The Plan Commission will then take action to approve the proposed amendments and will forward their recommendation to the Common Council for final action via ordinance.

The draft changes will be available for review on the City's website and the amendments will be presented/introduced at the July 15, 2025 Plan Commission meeting.