



**A G E N D A**  
**CITY OF WAUPUN PLAN COMMISSION**  
Waupun City Hall – 201 E. Main Street, Waupun WI  
Monday, January 27, 2025 at 4:30 PM

**The City of Waupun Plan Commission will meet in-person, virtually and teleconference. Instructions to join the meeting are provided below:**

Virtual: <https://us02web.zoom.us/j/89417940414?pwd=PQalrrlh2uYmVNke9q4SaAltRWQ0Ks.1>

Meeting ID: 894 1794 0414

Passcode: 064958

Phone: 312 626 6799 US (Chicago)

**CALL TO ORDER**

**ROLL CALL**

**PERSONS WISHING TO ADDRESS THE PLAN COMMISSION**--*State name, address, and subject of comments. (2 Minutes)*

***No Public Participation after this point.***

**FUTURE MEETINGS AND GATHERING INVOLVING THE PLAN COMMISSION**

1. Next Regularly Scheduled Plan Commission Meeting: February 19, 2025, 4:30 pm, Waupun City Hall

**CONSIDERATION - ACTION**

- [2.](#) Approve Minutes from January 15, 2025 Plan Commission Meeting
- [3.](#) Approve Special Exception Permit for Highway Setback Area and Waiver of Damages
- [4.](#) Approve Restriction Release Regarding the Plat of Harris Park Subdivision Document Number 113742A
- [5.](#) Approve Partial Easement Release Agreement Between City of Waupun and DGI, Inc.
- [6.](#) Approve Sewer and Water Easement Agreement Between City of Waupun and DGI, Inc.
- [7.](#) Approve Drainage Agreement Between City of Waupun and DGI, Inc.
- [8.](#) Approve Electric Easement Agreement Between City of Waupun and DGI, Inc.
- [9.](#) Approve Site Plan for Dollar General to Locate on LOT 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00

**ADJOURNMENT**

*Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.*



**MINUTES**  
**CITY OF WAUPUN PLAN COMMISSION**  
**Waupun City Hall – 201 E. Main Street, Waupun WI**  
**Wednesday, January 15, 2025 at 4:30 PM**

Mayor Bishop, Chairperson, called the meeting to order at 4:30 pm on January 15, 2025.

Roll call taken. Members Present: Chairperson Bishop; Jason Whitford (online); Elton TerBeest; Jeff Daane; Gary DeJager; Jerry Medema; Mike Matoushek (online). Staff present: Sue Leahy, Grand Valley Inspection; Administrator Schlieve; Attorney Vande Zande. Members of the public present: Eric Drazkowski, Excel Engineering; Devin Coyle, Pelton Builders/Carver Flats; Alex Fiebrig, Excel Engineering; Casey Scholz, Excel Engineering.

No members of the public present to speak with the Plan Commission. No public participation allowed after this point of the meeting.

Administrator Schlieve communicates need for a special meeting due to a pending project. January 27, 2025 at 4:30 pm is determined as date to hold a special meeting. Regularly schedule Plan Commission meeting for February 19, 2025 will only be held if needed.

Motion Whitford, second Matoushek to approve Minutes from December 9, 2024 Plan Commission Meeting. Carried unanimously.

Administrator Schlieve reviews requirements to release existing easements on Lot 4 inclusive within Heritage Ridge Located in the NW 1/4 of Section 9, T.13N. R15E, in City of Waupun, Dodge County, WI, stating that a new easement is being established in future action items via a CSM. Motion Whitford, second Matoushek to release easements as presented. Carried unanimously.

A CSM is presented to combine Lot 4 of Heritage Ridge and Lot 1 of CSM #547 into one parcel. The parcel resulting is the site for the Carver Flats development with site plan to be approved in the subsequent agenda item. The CSM as presented reflects an easement for the updated stormwater easement proposed in the previous agenda item. Motion TerBeeest, second Medema. Carried unanimously.

Devin Coyle, Pelton Builders, presents the site plan for Carver Flats, a multi-family development to located on the combined parcel approved in previous agenda item. The parcel sits north of Bayberry Lane and East of STH 26 in Heritage Ridge, TID 9. Daane explains that all staff approvals have been completed except for revisions in process on stormwater requirements for the site. Staff recommendation is to approve plan contingent on stormwater requirements being met. Motion DeJager, second Medema to approve site plan as presented, contingent on stormwater requirements defined by city stormwater engineer being met. Carried unanimously.

Eric Drazkowski, Excel Engineering, presents site plan for Eagle Flexible Packaging to expand their operations in Waupun Industrial Park. Administrator Schlieve notes that a developer's agreement has been approved by the Common Council. The approval includes a stormwater pond to sit on abutting city-owned land to the east of the site. Daane notes that MSA and Excel Engineering are working through final stormwater details and that approval should be contingent on the requirements outlined by city engineers. Motion DeJager, second Whitford to approve the site plan for Eagle Flexible Packaging as presented, contingent on stormwater requirements defined by city engineers being met. Carried unanimously.

Motion Medema, second DeJager to adjourn the meeting at 4:53 p.m. Carried unanimously.

Document Number  
**SPECIAL EXCEPTION PERMIT FOR HIGHWAY SETBACK  
AREA AND WAIVER OF DAMAGES**

Wisconsin Department of Transportation  
DT1989 \_\_\_/2024

The undersigned is the owner of the lands described as:

Lot 1 of Certified Survey Map No.547, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin as recorded in Volume 6 of Surveys at page 376 as Document No. 609273. Except premises conveyed for highway purposes recorded in Volume 602 of Records at page 748.

The State of Wisconsin, Department of Transportation (WisDOT) hereby agrees to and grants a special exception to allow in the highway setback area as set forth in s. 86.074, Wisconsin State Statutes, of the above-described lands the following structure(s) or improvement(s):

- As listed in Attachment A:
- utilities including underground electric, gas main, water main, water hydrant, storm sewer, sanitary sewer
  - driveway and parking areas including asphalt and curb and gutter
  - drainage swale

The location(s) of the requested structure(s) or improvement(s) are depicted in Attachments B, C, and D.

In the event that WisDOT requires the acquisition of any property interest within the highway setback area within twenty years of the department's signing of this document, or within the period set forth in a recorded renewal of this agreement, the State will pay just compensation for the land as if the above-described structure(s) or improvement(s) did not exist.

The undersigned hereby agree(s) to waive any claim or right to compensation, relocation assistance, or damages associated with the department's acquisition of the structure(s) or improvement(s) for highway purposes or a transportation improvement, including any damage to property outside the setback caused by removal of the structure or improvement in the setback that was allowed by special exception. The department may not pay damages for any structure or improvement that is subject to a valid special exception and waiver under s. 86.074(2)(e)(2).

The undersigned further agree(s) that the above conditions shall apply to and bind their heirs, executors, administrators, successors, and assigns. This waiver is binding upon future owners of the property and runs with the land.

This Special Exception is ONLY for the WisDOT setback area under s. 86.074 and Trans 233.08. This does not supersede any county and municipal restrictions, and the property owner is still responsible for ensuring that these improvements conform to any county and municipal requirements.

IN WITNESS WHEREOF the undersigned owner(s) of the above-described premises have caused these covenants to be reduced to writing and signed by them.

*Rita Murphy Lybek*  
(WisDOT Representative Signature)

*Rita Murphy Lybek*  
(Print Name, Title)

*01/15/2025*  
(Date)

*Dane*  
State of Wisconsin )  
County )

ss. )  
(Print or Type Name, Notary Public)

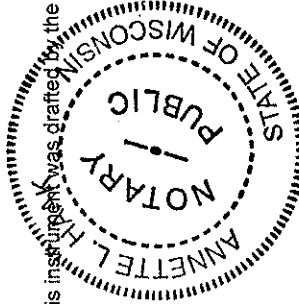
On the above date, this instrument was acknowledged before me by the named person(s).

*Annette L. Hawk*  
(Signature, Notary Public)

*Annette L. Hawk*  
(Print or Type Name, Notary Public)

*4/5/2028*  
(Date Commission Expires)

This instrument was drafted by the Wisconsin Department of Transportation



DOT File No. 100340130

This space is reserved for recording data

Return to

Rita Murphy Lybek  
Wisconsin Department of Transportation  
2101 Wright Street  
Madison, WI 53704-2583

Parcel Identification Number/Tax Key Number

292-1315-0932-035

(Property Owner Signature)

(Property Owner Signature)

(Print Name, Title)

(Print Name, Title)

(Date)

(Date)

State of \_\_\_\_\_ )  
County \_\_\_\_\_ )

ss. )

County \_\_\_\_\_ )

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

| Subdivision   |                            |
|---|----------------------------|
| Subdivision Name<br>Heritage Ridge                          | Lot(s)<br>4 & Lot 1 of C&S |
| County<br>Dodge   | Highway(s)<br>STH 26       |
| Section/Town/Range<br>Section 9 / Town 13 / Range 15 E      |                            |
| Municipality (City, Village, or Township)<br>City of Waupun |                            |

| Submitter (Property Owner)                     |  |
|--|--|
| Submitter Name<br>Katharine Schlieve           |  |
| Company Name (if applicable)<br>City of Waupun |  |
| Address<br>201 E Main St, Waupun, WI 53963     |  |
| Email<br>Kathy@cityofwaupunwi.gov              |  |

**s. 86.074(1):** "The construction or placement of structures and improvements is prohibited without a special exception permit issued by the department [WisDOT] ... 'improvement' means any permanent addition to or betterment of real property that involves the expenditure of labor or money to make the property more useful or valuable. 'improvement' includes parking lots, parallel driveways, surface or sub-surface utility structures, storm water facilities, loading docks, in-ground swimming pools, wells, septic systems, retaining walls, signs, buildings, building appendages such as porches, and drainage facilities. 'improvement' does not include terraces, patios, landscaping, or open fences."

Under **s. 86.074(2)(e)(2)**, a property owner must sign a Waiver of Damages to be granted a special exception. This document is drafted by WisDOT, and states that the owner waive any claim or right to compensation related to any structure or improvement constructed or placed in the highway setback area if any portion of the highway setback area is used for highway purposes within 20 years of the date of issuance of the special exception.

**List Requested Improvement(s) Below**

Also attach a sketch showing the improvement(s) location(s) relative to the subdivision and state trunk highway

The requested improvements are associated with the multi-family development in the City of Waupun.

The requested improvements are as follows:

- utilities including: underground electric, gas main, water main, water hydrant, storm sewer, sanitary sewer
- driveway and parking areas including, asphalt and curb and gutter
- drainage swale

Submit this completed form to the Subdivision Reviewer at the WisDOT regional office for the region in which the subdivision is located. For a list of contacts, see <https://wisconsin.dot.gov/Documents/doing-bus/real-estate/access-mgmt/trans233-reviewers.pdf>.

**WisDOT INTERNAL USE ONLY**

|  |               |                         |                        |
|--|---------------|-------------------------|------------------------|
| Submittal Complete<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Date Received | Date Time Limit Expires | Time Extension Granted |
| Special Exception(s) for the above improvement(s) approved by                  |               | Date                    |                        |
| Comments   |               |                         |                        |
| Waiver of Damages Drafted by   |               | Date                    | DOT File Number        |

01/20/2024 10:00 AM

10 Dec 2024 17:20:59 R:\P\2024\24574 - Waupun Multi-Family - Site Plan.dwg by:R/K

PER CITY OF WAUPUN CHAPTER 16.14 2 STALLS PER UNIT ARE REQUIRED  
 112 STALLS ARE REQUIRED.  
 48 GARAGES ARE PROVIDED AND 68 STALLS ARE PROVIDED.  
 112 TOTAL STALLS ARE PROVIDED.

5 ACCESSIBLE PARKING STALLS REQUIRED PER ADA TABLE 208.2  
 5 ACCESSIBLE PARKING STALLS PROVIDED

SITE TOTAL NUMBER OF STALLS = 121 STALLS

ALL SETBACKS ARE IN ACCORDANCE WITH THE CITY OF WAUPUN ORDINANCE CHAPTER 16.10 FOR MULTIPLE FAMILY RESIDENTIAL (R-3)



GRAPHIC SCALE, FEET  
 0 30 60

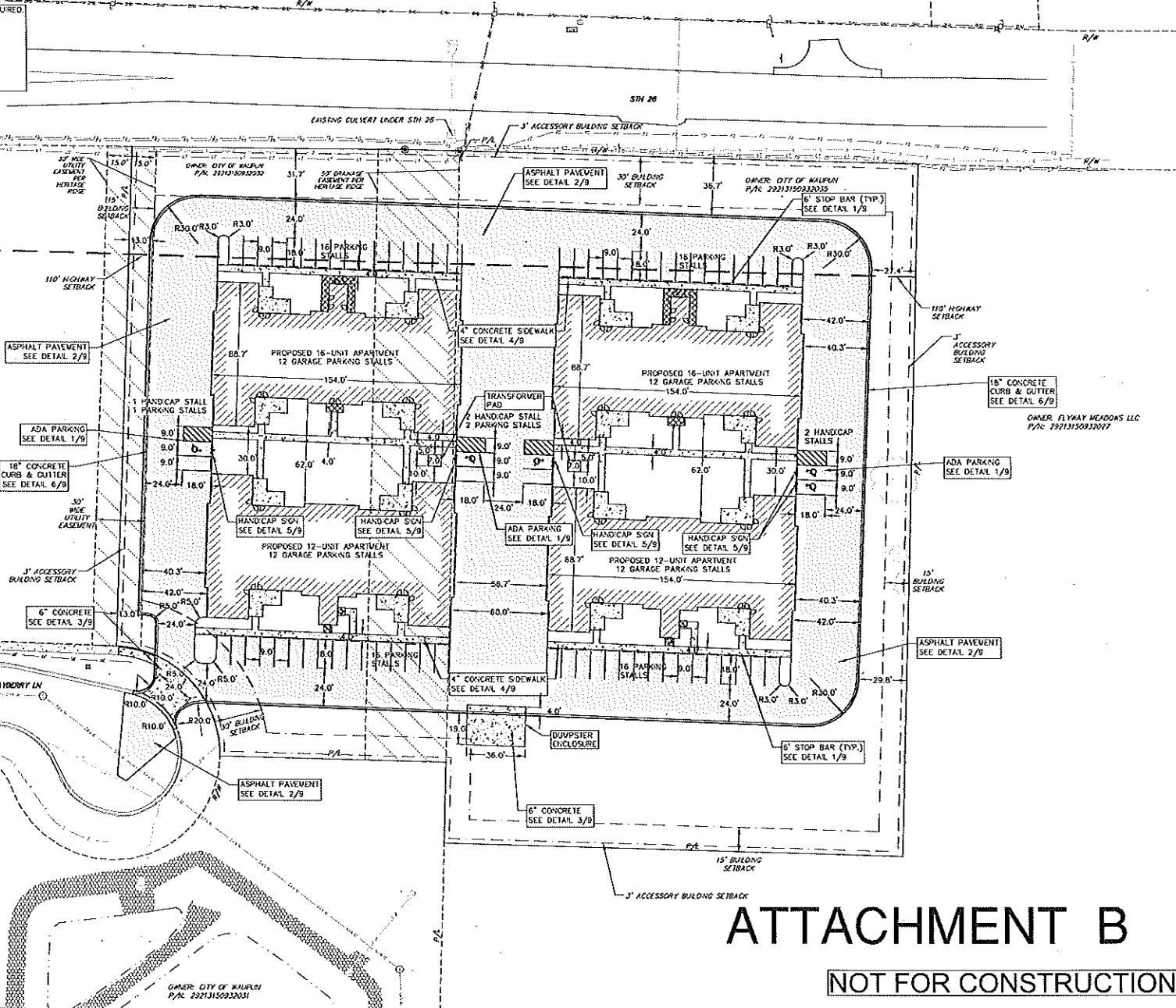
- SITE PLAN LEGEND**
- PROPERTY BOUNDARY
  - CURB AND GUTTER
  - ▨ PROPOSED CONCRETE
  - ▩ PROPOSED CONCRETE STOOP
  - ▧ PROPOSED ASPHALT
  - ▨ PROPOSED BUILDING
  - PROPOSED SIGN
  - PROPOSED LIGHT POLE
  - ♿ PROPOSED HAND CAP PARKING

OWNER: CITY OF WAUPUN  
 P/N: 20213150933023

OWNER: FLYNN MEADOWS LLC  
 P/N: 20213150933027

OWNER: CITY OF WAUPUN  
 P/N: 20213150933032

OWNER: CITY OF WAUPUN  
 P/N: 20213150933033



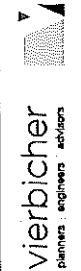
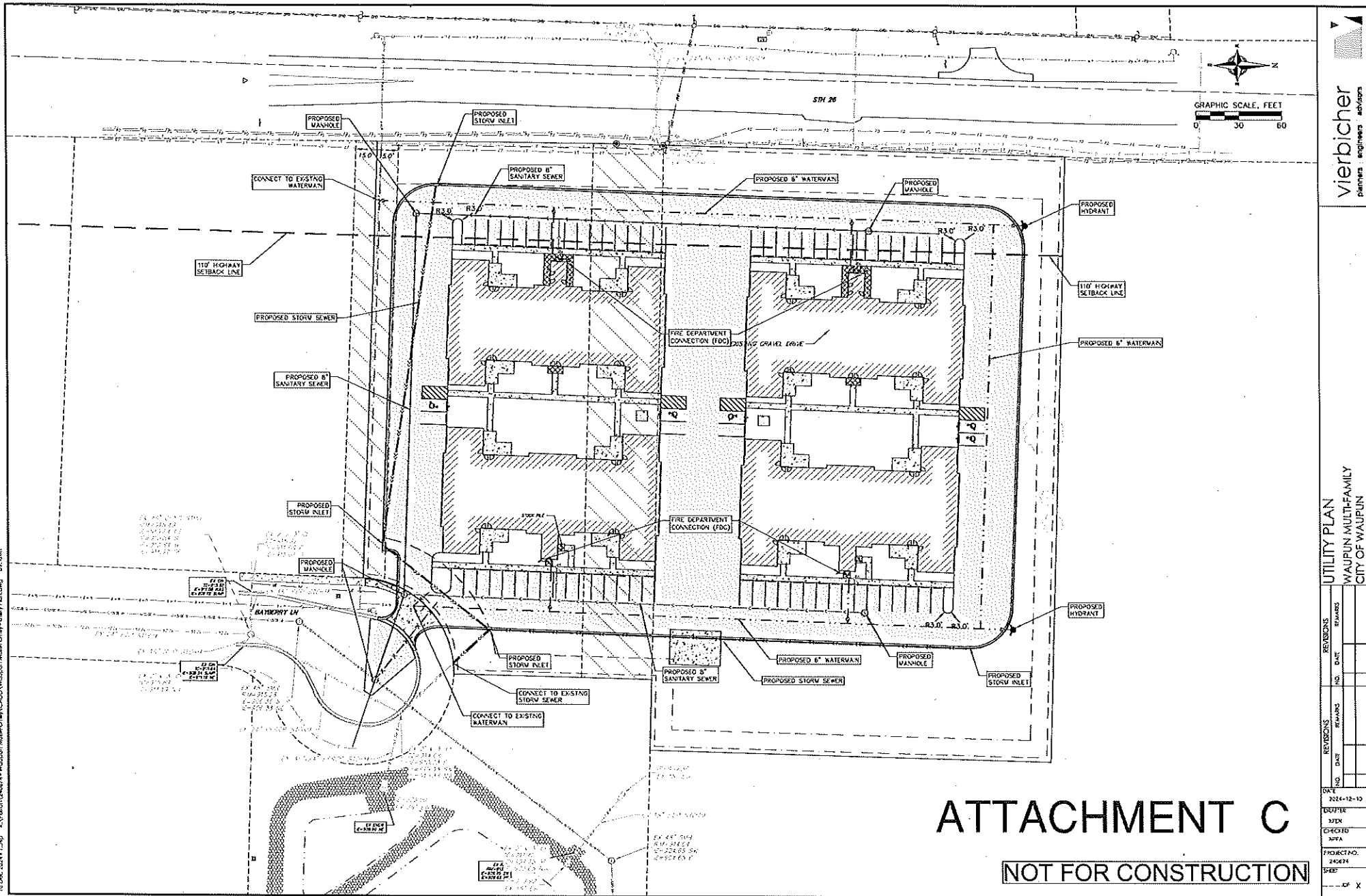
**SITE PLAN**  
 WAUPUN MULTIFAMILY  
 CITY OF WAUPUN  
 DODGE COUNTY, WISCONSIN

| NO. | DATE | REVISIONS | BY | DATE | REVISIONS |
|-----|------|-----------|----|------|-----------|
|     |      |           |    |      |           |
|     |      |           |    |      |           |
|     |      |           |    |      |           |
|     |      |           |    |      |           |

DATE: 2024-12-10  
 CHECKED: NTH  
 DESIGNED: MFA  
 PROJECT NO: 245674  
 SHEET: 5 OF 15

# ATTACHMENT B

NOT FOR CONSTRUCTION



UTILITY PLAN  
 WAUPUN MULTI-FAMILY  
 CITY OF WAUPUN  
 DODGE COUNTY, WISCONSIN

| REVISIONS |      | REVISIONS |      |
|-----------|------|-----------|------|
| NO.       | DATE | NO.       | DATE |
|           |      |           |      |
|           |      |           |      |
|           |      |           |      |
|           |      |           |      |

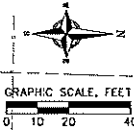
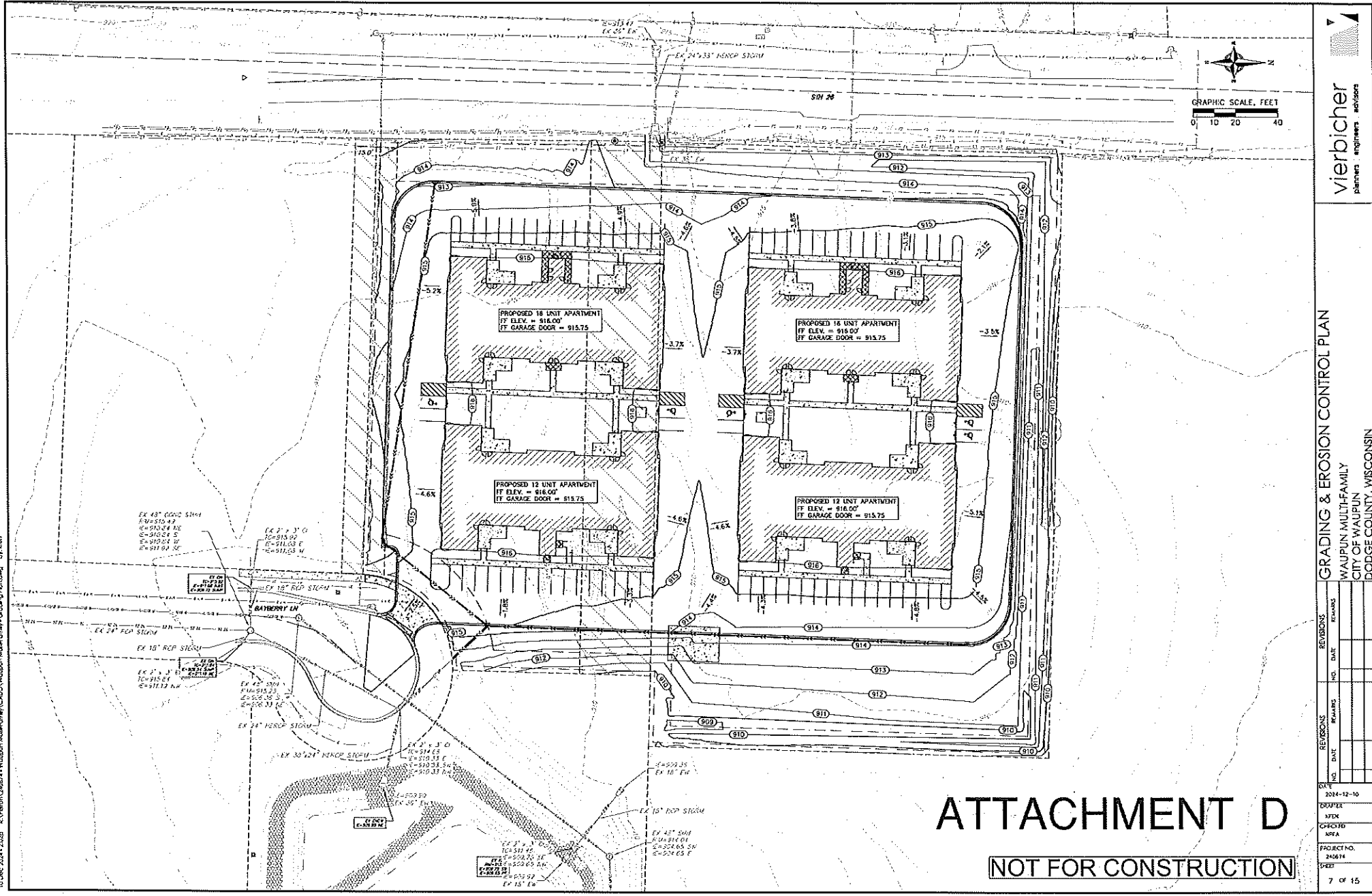
DATE: 2024-12-10  
 DESIGNED BY: [blank]  
 CHECKED BY: [blank]  
 PROJECT NO.: 242674  
 SHEET: 1 OF 1

# ATTACHMENT C

NOT FOR CONSTRUCTION

Vierbicher Associates, Inc.

10 Dec 2024 2:25p R:\Vermont\316274 - Waupun Multi-Family\CADD\Waupun Multi-Family - Grading Plan.dwg by: ften



**GRADING & EROSION CONTROL PLAN**  
 WAUPUN MULTI-FAMILY  
 CITY OF WAUPUN  
 DODGE COUNTY, WISCONSIN

| REVISIONS |      | REVISIONS |      |
|-----------|------|-----------|------|
| NO.       | DATE | NO.       | DATE |
|           |      |           |      |
|           |      |           |      |
|           |      |           |      |
|           |      |           |      |

DATE: 12/10/24  
 PROJECT: WAUPUN MULTI-FAMILY  
 CHECKED: [ ]  
 AREA: [ ]  
 PROJECT NO.: 240614  
 SHEET: 7 OF 15

**ATTACHMENT D**

**NOT FOR CONSTRUCTION**

# RESTRICTION RELEASE

Regarding the plat of:

Harris Park Subdivision, being part of the Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, County of Fond du Lac, State of Wisconsin. Recorded as Document Number 113742A at the Fond du lac County Register of Deeds on October 29, 1952.

This correction instrument is for the purpose of modifying the above document as follows:

To modify access restrictions, allowing the change from no access point to Lot 4 of Block 2 to one access point to Lot 4 of Block 2.

Attached as Exhibit A is the letter from the Wisconsin Department of Transportation which, pursuant to s.236.295(1)(a), Wis. Stats, modifies the access of Lot 4 of Block 2 of Harris Park Subdivision from no access to one access to STH 49.

The modification of one access point to STH 49 for Lot 4 of Block 2 of Harris Park Subdivision is hereby transferred to Lot 1 of Certified Survey Map 8609, a redivision of Block 2 of Harris Park Subdivision.

This space is reserved for recording data

Return to

City of Waupun  
Angela Hull, City Clerk  
201 E. Main Street  
Waupun, WI 53963

Parcel Identification Number/Tax Key Number

WPN-14-15-99-HB-055-00

## City Approval Notary Certificate

\_\_\_\_\_  
(Date)

State of Wisconsin )  
\_\_\_\_\_) ss.  
County

\_\_\_\_\_  
Name of Local Government)  
Approved for recording by the government identified above

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
(Clerk Signature)

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name of Clerk)

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

\_\_\_\_\_  
(Date Commission Expires)





**Wisconsin Department of Transportation**  
Office of the Secretary  
4822 Madison Yards Way, S903  
Madison, WI 53705

**Governor Tony Evers**  
**Secretary Kristina Boardman**  
[wisconsin.gov](http://wisconsin.gov)  
Telephone: (608) 266-1114  
FAX: (608) 266-9912  
Email: [sec.exec@dot.wi.gov](mailto:sec.exec@dot.wi.gov)

Harris Park Subdivision, located in the SE ¼, of the SW 1/4, and the SW ¼ of the SE ¼ of Section 31, Town 14 North, Range 15 East, City of Waupun, County of Fond du Lac, State of Wisconsin, and recorded as Document Number 113742A at the Fond du lac County Register of Deeds on October 29, 1952.

The Department of Transportation has reviewed your request to modify the Access Restriction on Lot 4 of Block 2 of Harris Park Subdivision,

Restriction currently reads as follows "Direct Ingress and Egress between Lot1 to 5 (inclusive) Block 2 and Lots 1 and 3 of Block 2, and STH 49 is prohibited".

1. The Department hereby modifies the above-mentioned restrictions.

Direct Ingress and Egress between Lot1 to 5 (inclusive) Block 2 and Lots 1 and 3 of Block 2, and STH 49 is prohibited except 1 Private Driveway (maximum of 35' wide) on Lot 4 to be centered 335' east of the west line of Lot 5

It is required that this release be incorporated into a correction document under ss. 36.295 wis.stats.,

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David B Nielsen, P.E., WisDOT Northeast Region Access Management Engineer



# AGENDA SUMMARY SHEET

**MEETING DATE:** 1/28/25

**TITLE:** Approve Partial Easement Release Agreement  
Between City of Waupun and DGI, Inc.

**AGENDA SECTION:** ACTION

**PRESENTER:** Administrator Schlieve

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| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |  |
|---|---------------|--|
| Economic Vitality                                   | --            |  |

---

**ISSUE SUMMARY:**

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to release easements that were previously established but no longer required to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with Site Plan for a new Dollar General location. The council will act on your recommendation and can approve this on behalf of Waupun Utilities, which is a wholly owned subsidiary of the City of Waupun.

**STAFF RECOMMENDATION:**

Support recommendation of Plan Commission

**ATTACHMENTS:**

Partial Easement Release Agreement

**RECOMMENDED MOTION:**

Motion to recommend to the Common Council approval of the partial easement release agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.

DOCUMENT NO.

**PARTIAL RELEASE**  
**OF**  
**EASEMENT**

THIS PARTIAL RELEASE OF EASEMENT (the “Release”) is made effective as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between: DGI – WAUPUN, LLC, a Wisconsin limited liability company (“DGI”); and CITY OF WAUPUN, a Wisconsin municipal corporation (the “City”).

WITNESSETH:

WHEREAS, DGI is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the “DGI Lot”);

WHEREAS, that certain Easement recorded in the Office of the Register of Deeds for Fond du Lac County on January 9, 1975 as Document No. 295118 and that certain Agreement recorded in the Office of the Register of Deeds for Fond du Lac County on September 8, 1978 as Document No. 340507 (collectively, the “Easement”) burden a portion of the DGI Lot; and

WHEREAS, the parties desire to release from the lien of the Easement the DGI Lot, as set forth herein.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Release. DGI and the City hereby release from the lien of the Easement the DGI Lot. For the avoidance of doubt, the Easement and all of the terms, conditions and provisions thereof (as they relate to the DGI Lot) shall fully and forever terminate and expire effective as of the Effective Date. The City shall have no authority to exercise any rights set forth in or arising out of the Easement with respect to the DGI Lot. The DGI Lot shall have no obligations or liabilities under the Easement. The Easement remains a lien on the balance of the real estate (not heretofore released), specifically excluding the DGI Lot.

2. Covenants Run with Land. All of the terms in this Release shall run with the land and be binding upon the DGI Lot.

[Signature pages follow.]

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

David W. Platt  
Godfrey & Kahn, S.C.  
200 S. Washington St., Ste. 100  
Green Bay, Wisconsin 54301

WPN-14-15-99-HB-055-00

Parcel Identification Number

[Signature Page to Partial Release of Easement]

IN WITNESS WHEREOF, DGI and the City have set their hands and seals as of the day, month and year first above written.

**“DGI”:**

DGI – WAUPUN, LLC

By: \_\_\_\_\_  
Name Printed: Bradley D. Schwebs  
Title: Manager

STATE OF WISCONSIN     )  
  )SS  
OUTAGAMIE COUNTY     )

Personally came before me on \_\_\_\_\_, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signature Page to Partial Release of Easement]

**“CITY”:**

CITY OF WAUPUN

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  )SS  
\_\_\_\_\_ COUNTY    )

Personally came before me on \_\_\_\_\_, 2025, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This document was drafted by:  
Attorney David W. Platt  
Godfrey & Kahn, S.C.  
200 S. Washington Street, Ste. 100  
Green Bay, WI 54301-4298

**EXHIBITS:**

Exhibit A:     DGI Lot

**EXHIBIT A**

**DGI LOT**

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 13, BLOCK 2, HARRIS PARK SUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.



# AGENDA SUMMARY SHEET

**MEETING DATE:** 1/28/25

**TITLE:** Sewer and Water Easement Agreement  
Between City of Waupun and DGI, Inc.

**AGENDA SECTION:** RECOMMENDATION FROM  
BOARDS, COMMITTEES,  
COMMISSIONS

**PRESENTER:** Kathy Schlieve, Administrator

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| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |  |
|---|---------------|--|
| Economic Vitality                                   | --            |  |

---

**ISSUE SUMMARY:**

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to establish easements for sewer and water to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with an Site Plan for a new Dollar General. The council will act on your recommendation and can approve this on behalf of Waupun Utilities, which is a wholly owned subsidiary of the City of Waupun.

**STAFF RECOMMENDATION:**

Support recommendation of Plan Commission

**ATTACHMENTS:**

Sewer & Water Easement Agreement

**RECOMMENDED MOTION:**

Motion to recommend to the Common Council approval of the water and sewer agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.

DOCUMENT NO.

**SEWER AND WATER EASEMENT AGREEMENT**

THIS SEWER AND WATER EASEMENT AGREEMENT (the “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between DGI – Waupun, LLC, a Wisconsin limited liability company (“Grantor”), and Waupun Utilities (“Grantee”).

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on **Exhibit A** attached hereto (herein the “Grantor Property”); and

WHEREAS, Grantor desires to grant a sewer and water easement over, upon, across and through a portion of the Grantor Property, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Covenants Run With Land.** The rights, easement and obligations established in this Agreement shall run with the land and be binding upon the Grantor Property.

2. **Grant of Easement.** Grantor hereby grants and conveys for the benefit of Grantee a non-exclusive, perpetual easement over, upon, under, across and through that portion of the Grantor Property labeled [**Easement Area**] on **Exhibit B** attached hereto (herein the “Easement Area”) for the purpose of maintaining, repairing and replacing sewer and water utilities and all laterals, mains and pipes related thereto (collectively, the “Utilities”) within the Easement Area. The Utilities shall be located entirely below grade. Grantee shall not alter the grade on the Easement Area, and shall not interfere with or disrupt the operation by Grantor or its tenants, or by Grantor’s successors or successor tenants, of their respective business operations on the Grantor Property. Without limiting the generality of the foregoing, all work to the Utilities pursuant to this Agreement occurring after the Grantor Property opens for business to the public shall be performed outside normal business hours for the Grantor Property. Grantee shall be solely responsible for all costs related to maintenance, repair and replacement of the Utilities. Grantor shall install the Utilities within the Easement Area in accordance with Grantor’s plans and specifications, at Grantor’s sole cost.

3. **Restoration.** After the exercise of any of its rights hereunder, Grantee will, at its sole cost and expense, immediately restore the Easement Area, and any impacted portions of the

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS  
Godfrey & Kahn, S.C.  
David W. Platt  
200 S. Washington St, Ste. 100  
Green Bay, WI 54301

WPN-14-15-99-HB-055-00  
Parcel Identification Number



Grantor Property, to substantially the same condition it was in before Grantee's entry onto the Grantor Property.

4. Work. Grantor shall not be responsible for any injury to persons or property by the maintenance, repair, replacement, operation or upkeep of the Utilities, and shall have no responsibility for the maintenance, repair or replacement of the Utilities (or for any permits or licenses related to the Utilities, except for the initial installation thereof within the Easement Area). All work performed to the Utilities shall be in a good, workmanlike and expeditious manner and in compliance with all applicable laws.

5. No Parking. Grantee shall not have the right to park on the Easement Area.

6. Use of the Easement Area. Grantor reserves for itself and its successors and assigns the right to make use of the Easement Area. Without limiting the generality of the foregoing, and for the avoidance of doubt, Grantor shall be permitted to construct a Dollar General retail store on the Grantor Property, together with all buildings, structures, improvements, parking lots, driveways, landscaping, and appurtenances thereto.

7. Permits and Licenses. Grantee shall obtain and maintain, at its cost, all permits and licenses required by applicable law, statute, ordinance or regulation for the exercise of its rights hereunder, except Grantor shall be responsible for all permits and licenses required by applicable law, statute, ordinance or regulation for the initial installation of the Utilities within the Easement Area.

8. Insurance and Indemnification. Grantee shall provide Grantor, upon request, proof of liability insurance in single limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, which liability insurance shall name Grantor as an additional insured. Grantee shall indemnify and hold Grantor and its successors and their respective employees, tenants, contractors, agents, licensees, successors and assigns (herein collectively, the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by any of the Indemnified Parties in connection with Grantee's activities conducted on the Grantor Property, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Grantor Property.

[Signature page(s) follows.]

[Signature page to Sewer and Water Easement Agreement]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

**“GRANTOR”:**

DGI – WAUPUN, LLC

By: \_\_\_\_\_  
Name Printed: Bradley D. Schwebs  
Title: Manager

STATE OF WISCONSIN )  
                                  )SS  
OUTAGAMIE COUNTY )

Personally came before me on \_\_\_\_\_, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same as the Manager of DGI – Waupun, LLC.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signature page to Sewer and Water Easement Agreement]

**“GRANTEE”:**

WAUPUN UTILITIES

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

STATE OF WISCONSIN )  
  )SS  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_, 2025, the above-named \_\_\_\_\_,  
to me known to be the person who executed the foregoing instrument and acknowledged the same as the  
\_\_\_\_\_ of Waupun Utilities.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This document was drafted by:

Godfrey & Kahn, S.C.  
David W. Platt  
200 S. Washington St, Ste. 100  
Green Bay, WI 54301

**EXHIBITS:**

- Exhibit A: Grantor Property
- Exhibit B: Easement Area

EXHIBIT A

GRANTOR PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 13, BLOCK 2, HARRIS PARK SUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

EXHIBIT B  
EASEMENT AREA

**[See attached document.]**

32422364.1

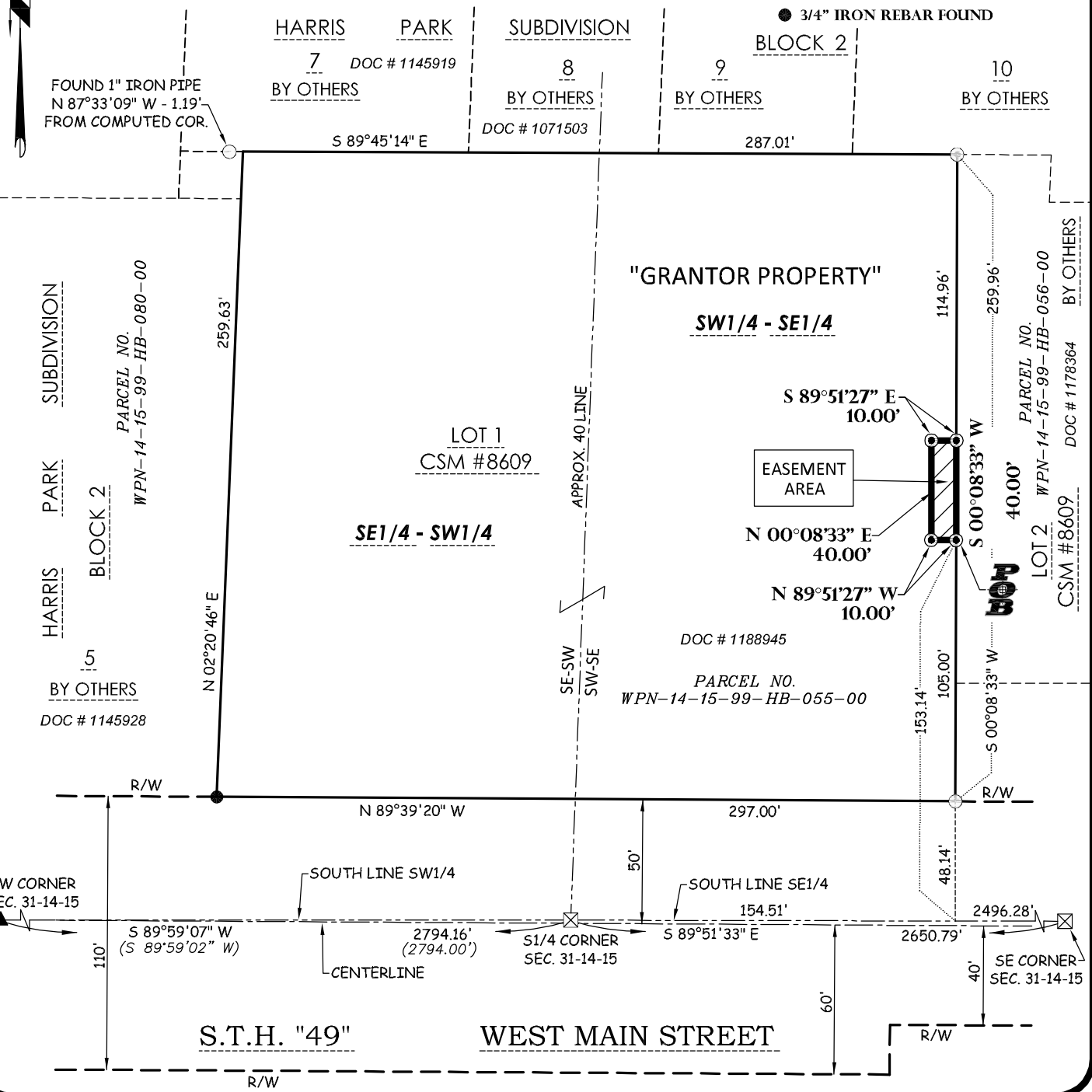
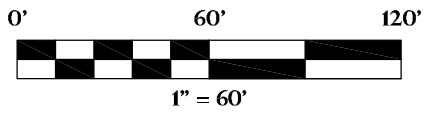
# 10' X 40' SEWER AND WATER EASEMENT EXHIBIT

### BASIS OF BEARINGS

THE SOUTH LINE OF THE SW1/4 OF SEC. 31, T.14N, R.15E, BEARS S 89°59'07" W AS REFERENCED TO THE FOND DU LAC CO. CRD. SYSTEM, NAD83 (2011).

### LEGEND

- EASEMENT CORNER (NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- ⊠ CUT CROSS FOUND
- ( ) RECORDED AS
- 3/4" IRON REBAR FOUND



Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24  
DRAWN: TDP CHECKED: JGB  
FIELD BOOK      - PAGE       
JOB NO: 24.013

CLIENT  
DGI-WAUPUN, LLC  
200 E. WASHINGTON ST.,  
SUITE 2A  
APPLETON, WI 54911  
**SHEET 1 OF 2**

# 10' X 40' SEWER AND WATER EASEMENT EXHIBIT

## 10' X 40' Sewer and Water Easement Legal Description:

Being part of Lot 1 of Certified Survey Map No. 8609 as recorded in Document No. 1143621, located in part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, the easement area being more particularly described as follows:

Commencing at the South 1/4 corner of Section 31, Township 14 North, Range 15 East;

Thence S 89°51'33" E along the South line of the Southeast 1/4 of said Section 31, 154.51 feet to the intersection of the southerly extension of the East line of Lot 1 of Certified Survey Map No. 8609 and said South line of the Southeast 1/4;

Thence N 00°08'33" E along the East line of said Lot 1 and the Southerly extension thereof, 153.14 feet to the Point of Beginning (P.O.B) of the easement to be described;

Thence N 89°51'27" W, 10.00 feet;

Thence N 00°08'33" E, 40.00 feet;

Thence S 89°51'27" E, 10.00 feet to the East line of said Lot 1;

Thence S 00°08'33" W along the East line of said Lot 1, 40.00 feet to the Point of Beginning.



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.0113

CLIENT  
DGI-WAUPUN, LLC  
200 E. WASHINGTON ST.,  
SUITE 2A  
APPLETON, WI 54911

SHEET 2 OF 2

DOCUMENT NO.

**DRAINAGE EASEMENT  
AGREEMENT**

THIS DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between DGI – Waupun, LLC, a Wisconsin limited liability company (“Grantor”), and the City of Waupun, a Wisconsin municipal corporation (“Grantee”).

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on **Exhibit A** attached hereto (herein the “Grantor Property”); and

WHEREAS, Grantor desires to grant a drainage easement over, upon, across and through a portion of the Grantor Property, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Covenants Run With Land.** The rights, easement and obligations established in this Agreement shall run with the land and be binding upon the Grantor Property.

2. **Grant of Easement.** Grantor hereby grants and conveys for the benefit of Grantee a non-exclusive, perpetual easement across and along that portion of the Grantor Property labeled **["Easement Area"]** on **Exhibit B** attached hereto (herein the “Easement Area”) for the purpose of: (i) installing, excavating, maintaining, repairing and replacing drainage ways located on the Grantor Property within the Easement Area; and (ii) discharging water drainage across the Easement Area from other properties. This easement does not grant to the Grantee or any third party the right to install, construct or operate culverts, pipes or other improvements on the Grantor Property (and the Grantor Property shall not have any obligation to install, construct or operate any such culverts, pipes or improvements). Grantee shall conduct its operations and permit the discharge of water across the Easement Area in such a manner so as not to flood or create wetlands on the Grantor Property. Grantee shall not alter the grade on the Easement Area following its installation of the drainage ways without Grantor’s prior written consent, and shall not interfere with or disrupt the operation by Grantor or its tenants, or by Grantor’s successors or successor tenants, of their respective business operations on the Grantor Property. Grantee shall be solely responsible for all costs related to installation, excavation, maintenance, repair and replacement hereunder. Grantee shall construct or create the Easement Area in accordance with Grantor’s plans and specifications and project schedule, at Grantee’s sole cost. Grantee shall be solely responsible

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DATA

NAME AND RETURN ADDRESS  
Godfrey & Kahn, S.C.  
David W. Platt  
200 S. Washington St, Ste. 100  
Green Bay, WI 54301

WPN-14-15-99-HB-055-00  
Parcel Identification Number



for excavating soil from the Easement Area, and transporting and disposing of such soil off the Grantor Property, at Grantee's sole cost.

3. Restoration. After the exercise of any of its rights hereunder, Grantee will, at its sole cost and expense, immediately restore the Easement Area, and any impacted portions of the Grantor Property, to substantially the same condition it was in before Grantee's entry onto the Grantor Property (except Grantee shall construct or create the Easement Area as set forth in Section 2, above).

4. Work. Grantor shall not be responsible for any injury to persons or property by Grantee's exercise of its rights or obligations hereunder, and Grantor shall have no responsibility for installation, excavation, maintenance, repair or replacement hereunder (or for any permits or licenses related thereto). All installation, excavation, maintenance, repair and replacement performed hereunder shall be in a good, workmanlike and expeditious manner and in compliance with all applicable laws.

5. No Parking. Grantee shall not have the right to park on the Easement Area.

6. Use of the Easement Area. Grantor reserves for itself and its successors and assigns the right to make use of the Easement Area. Without limiting the generality of the foregoing, and for the avoidance of doubt, Grantor shall be permitted to construct a Dollar General retail store on the Grantor Property, together with all buildings, structures, improvements, parking lots, driveways, landscaping, and appurtenances thereto.

7. Permits and Licenses. Grantee shall obtain and maintain, at its cost, all permits and licenses required by applicable law, statute, ordinance or regulation for the exercise of its rights hereunder.

8. Insurance and Indemnification. Grantee shall provide Grantor, upon request, proof of liability insurance in single limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, which liability insurance shall name Grantor as an additional insured. Grantee shall indemnify and hold Grantor and its successors and their respective employees, tenants, contractors, agents, licensees, successors and assigns (herein collectively, the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by any of the Indemnified Parties in connection with Grantee's activities conducted on the Grantor Property, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Grantor Property.

[Signature page(s) follows.]

[Signature page to Drainage Easement Agreement]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

**“GRANTOR”:**

DGI – WAUPUN, LLC

By: \_\_\_\_\_  
Name Printed: Bradley D. Schwebs  
Title: Manager

STATE OF WISCONSIN )  
  )SS  
OUTAGAMIE COUNTY )

Personally came before me on \_\_\_\_\_, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same as the Manager of DGI – Waupun, LLC.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signature page to Drainage Easement Agreement]

**“GRANTEE”:**

CITY OF WAUPUN

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

STATE OF WISCONSIN )  
  )SS  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_, 2025, the above-named \_\_\_\_\_,  
to me known to be the person who executed the foregoing instrument and acknowledged the same as the  
\_\_\_\_\_ of the City of Waupun.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This document was drafted by:

Godfrey & Kahn, S.C.  
David W. Platt  
200 S. Washington St, Ste. 100  
Green Bay, WI 54301

**EXHIBITS:**

- Exhibit A: Grantor Property
- Exhibit B: Easement Area

EXHIBIT A

GRANTOR PROPERTY

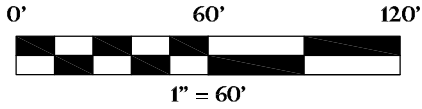
LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 13, BLOCK 2, HARRIS PARK SUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

EXHIBIT B  
EASEMENT AREA

**[See attached document.]**

32422492.2

# STORMWATER DRAINAGE EASEMENT EXHIBIT

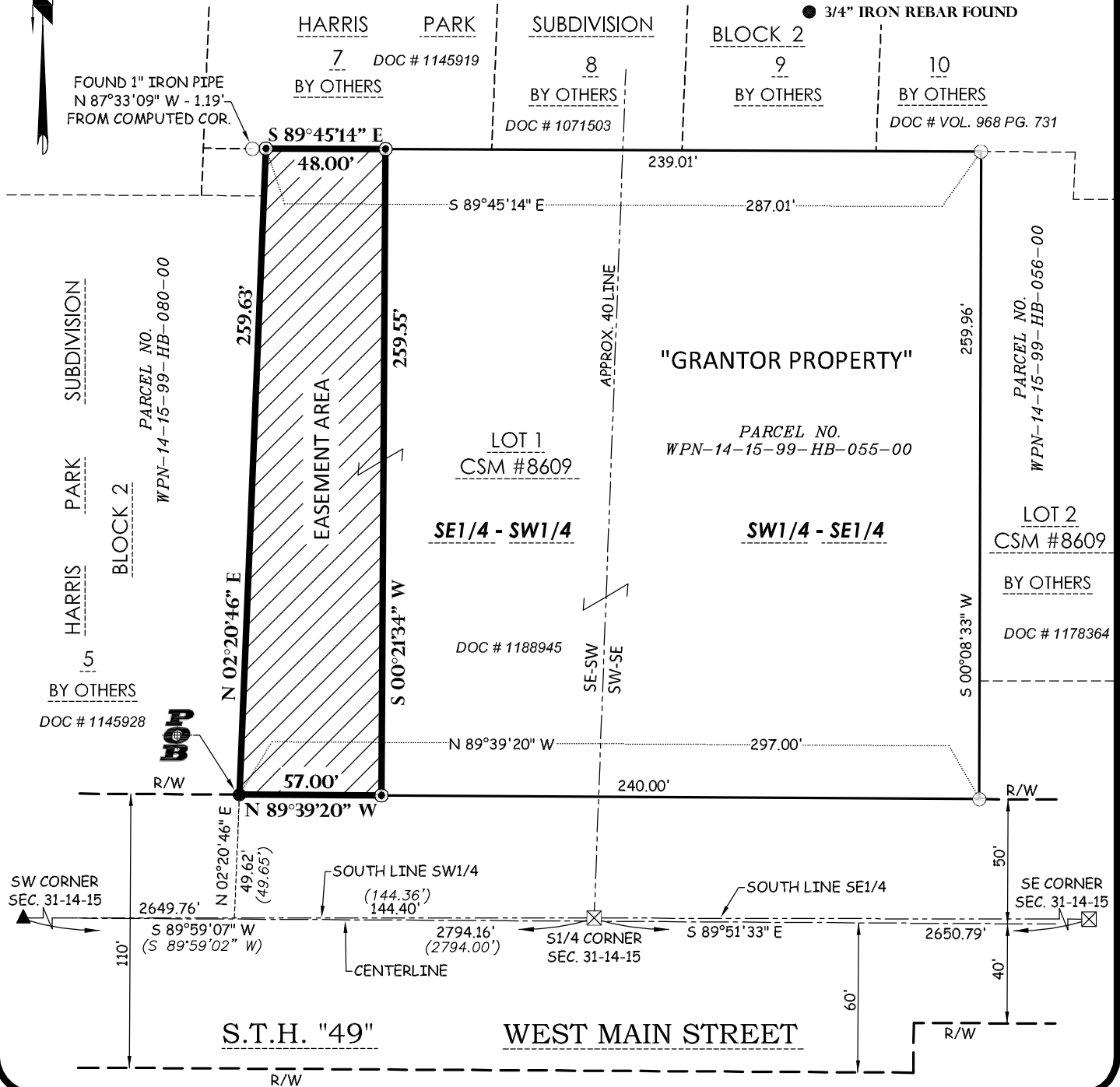


## BASIS OF BEARINGS

THE SOUTH LINE OF THE SW1/4 OF SEC. 31, T.14N, R.15E, BEARS S 89°59'07\"

## LEGEND

- EASEMENT CORNER (NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- ⊠ CUT CROSS FOUND
- ( ) RECORDED AS
- 3/4" IRON REBAR FOUND



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT  
DGI-WAUPUN, LLC  
200 E. WASHINGTON ST.,  
SUITE 2A  
APPLETON, WI 54911

SHEET 1 OF 2

# STORMWATER DRAINAGE EASEMENT EXHIBIT

## Stormwater Drainage Easement Legal Description:

Being part of Lot 1 of Certified Survey Map No. 8609 as recorded in Document No. 1143621, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, the easement area being more particularly described as follows:

Commencing at the South 1/4 corner of Section 31, Township 14 North, Range 15 East;

Thence S 89°59'07" W along the South line of the Southwest 1/4 of said Section 31, 144.40 feet to the intersection of the southerly extension of the West line of Lot 1 of Certified Survey Map No. 8609 and said South line of the Southwest 1/4;

Thence N 02°20'46" E along said southerly extension line, 49.62 feet to the North right-of-way line of West Main Street (A.K.A. S.T.H. "49"), said point also being the Southwest corner of said Lot 1 and the Point of Beginning (P.O.B) of the easement to be described;

Thence continuing N 02°20'46" E along the West line of said Lot 1, 259.63 feet to the Northwest corner thereof;

Thence S 89°45'14" E along the North line of said Lot 1, 48.00 feet;

Thence S 00°21'34" W, 259.55 feet to the South line of said Lot 1, said point also being on the North right-of-way line of West Main Street (A.K.A. S.T.H. "49");

Thence N 89°39'20" W along said North right-of-way line and along said South line of Lot 1, 57.00 feet to the Point of Beginning.



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT  
DGI-WAUPUN, LLC  
200 E. WASHINGTON ST.,  
SUITE 2A  
APPLETON, WI 54911

SHEET 2 OF 2



## AGENDA SUMMARY SHEET

**MEETING DATE:** 1/28/25

**TITLE:** Drainage Agreement Between City of Waupun and DGI, Inc.

**AGENDA SECTION:** ACTION

**PRESENTER:** Kathy Schlieve, Administrator

---

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |  |
|---|---------------|--|
| Economic Vitality                                   | --            |  |

---

**ISSUE SUMMARY:**

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to establish easements for drainage to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with an approved Site Plan for a new Dollar General Location.

**STAFF RECOMMENDATION:**

Approve as presented

**ATTACHMENTS:**

Drainage Easement Agreement

**RECOMMENDED MOTION:**

Motion to recommend to the Common Council approval of the drainage agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.



DOCUMENT NO.

**ELECTRICAL EASEMENT  
AGREEMENT**

THIS ELECTRICAL EASEMENT AGREEMENT (the “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between DGI – Waupun, LLC, a Wisconsin limited liability company (“Grantor”), and Waupun Utilities (“Grantee”).

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on **Exhibit A** attached hereto (herein the “Grantor Property”); and

WHEREAS, Grantor desires to grant an electrical easement over, upon, across and through a portion of the Grantor Property, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Covenants Run With Land.** The rights, easement and obligations established in this Agreement shall run with the land and be binding upon the Grantor Property.

2. **Grant of Easement.** Grantor hereby grants and conveys for the benefit of Grantee a non-exclusive, perpetual easement over, upon, under, across and through that portion of the Grantor Property labeled **“Easement Area”** on **Exhibit B** attached hereto (herein the “Easement Area”) for the purpose of maintaining, repairing and replacing electrical utilities and all laterals, mains and pipes related thereto (collectively, the “Utilities”) within the Easement Area. The Utilities shall be located entirely below grade. Grantee shall not alter the grade on the Easement Area, and shall not interfere with or disrupt the operation by Grantor or its tenants, or by Grantor’s successors or successor tenants, of their respective business operations on the Grantor Property. Without limiting the generality of the foregoing, all work to the Utilities pursuant to this Agreement occurring after the Grantor Property opens for business to the public shall be performed outside normal business hours for the Grantor Property. Grantee shall be solely responsible for all costs related to maintenance, repair and replacement of the Utilities. Grantor shall install the Utilities within the Easement Area in accordance with Grantor’s plans and specifications, at Grantor’s sole cost.

3. **Restoration.** After the exercise of any of its rights hereunder, Grantee will, at its sole cost and expense, immediately restore the Easement Area, and any impacted portions of the

THIS SPACE RESERVED FOR RECORDING  
DATA

NAME AND RETURN ADDRESS  
Godfrey & Kahn, S.C.  
David W. Platt  
200 S. Washington St, Ste. 100  
Green Bay, WI 54301

WPN-14-15-99-HB-055-00  
Parcel Identification Number

Grantor Property, to substantially the same condition it was in before Grantee's entry onto the Grantor Property.

4. Work. Grantor shall not be responsible for any injury to persons or property by the maintenance, repair, replacement, operation or upkeep of the Utilities, and shall have no responsibility for the maintenance, repair or replacement of the Utilities (or for any permits or licenses related to the Utilities, except for the initial installation thereof within the Easement Area). All work performed to the Utilities shall be in a good, workmanlike and expeditious manner and in compliance with all applicable laws.

5. No Parking. Grantee shall not have the right to park on the Easement Area.

6. Use of the Easement Area. Grantor reserves for itself and its successors and assigns the right to make use of the Easement Area. Without limiting the generality of the foregoing, and for the avoidance of doubt, Grantor shall be permitted to construct a Dollar General retail store on the Grantor Property, together with all buildings, structures, improvements, parking lots, driveways, landscaping, and appurtenances thereto.

7. Permits and Licenses. Grantee shall obtain and maintain, at its cost, all permits and licenses required by applicable law, statute, ordinance or regulation for the exercise of its rights hereunder, except Grantor shall be responsible for all permits and licenses required by applicable law, statute, ordinance or regulation for the initial installation of the Utilities within the Easement Area.

8. Insurance and Indemnification. Grantee shall provide Grantor, upon request, proof of liability insurance in single limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, which liability insurance shall name Grantor as an additional insured. Grantee shall indemnify and hold Grantor and its successors and their respective employees, tenants, contractors, agents, licensees, successors and assigns (herein collectively, the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by any of the Indemnified Parties in connection with Grantee's activities conducted on the Grantor Property, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Grantor Property.

[Signature page(s) follows.]

[Signature page to Electrical Easement Agreement]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

**“GRANTOR”:**

DGI – WAUPUN, LLC

By: \_\_\_\_\_  
Name Printed: Bradley D. Schwebs  
Title: Manager

STATE OF WISCONSIN )  
  )SS  
OUTAGAMIE COUNTY )

Personally came before me on \_\_\_\_\_, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same as the Manager of DGI – Waupun, LLC.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



EXHIBIT A

GRANTOR PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 13, BLOCK 2, HARRIS PARK SUBDIVISION, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

EXHIBIT B  
EASEMENT AREA

**[See attached document.]**

32421249.1

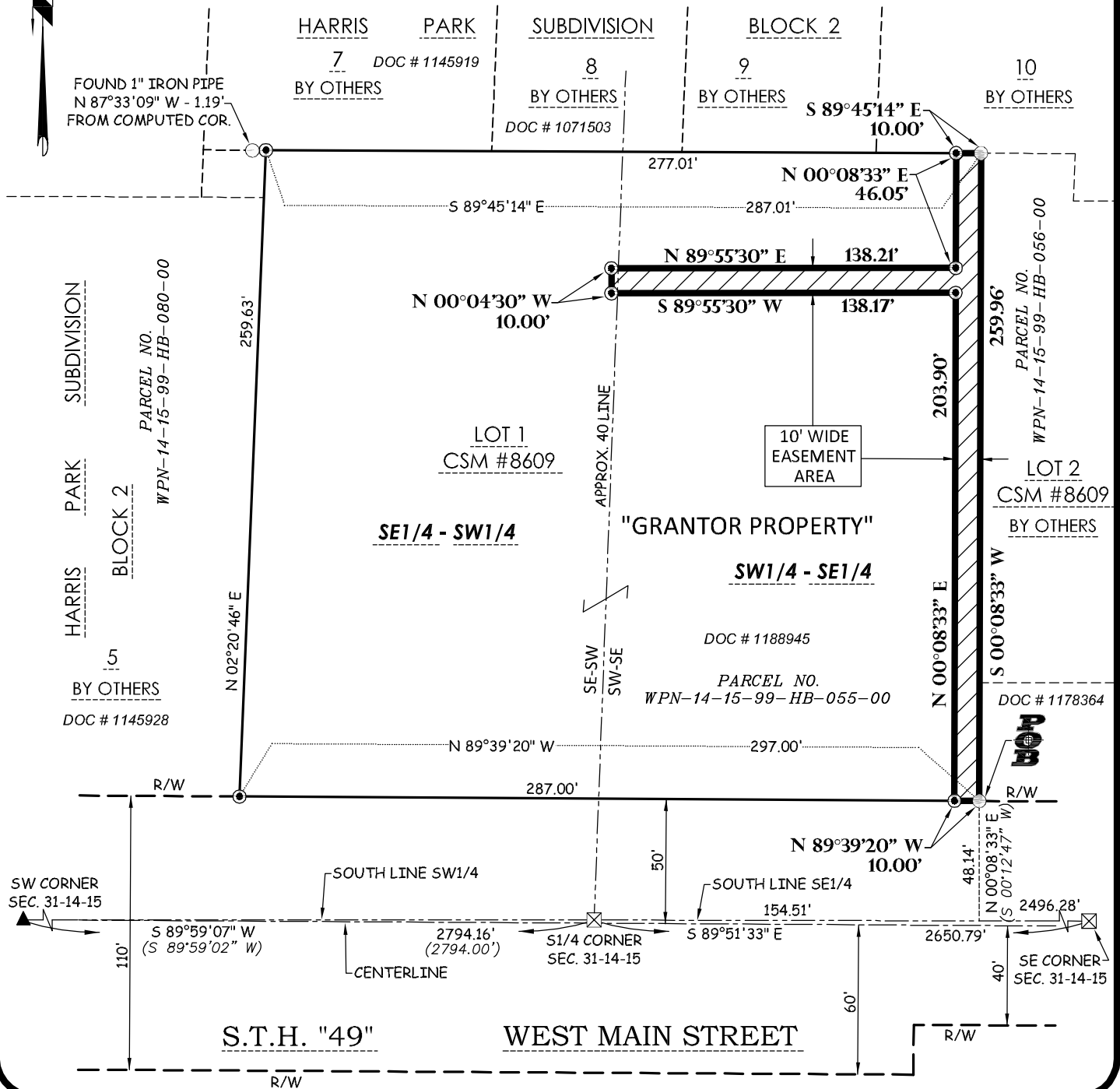
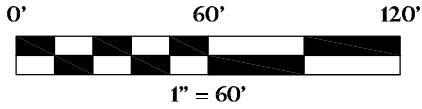
# 10' WIDE ELECTRIC EASEMENT EXHIBIT

## BASIS OF BEARINGS

THE SOUTH LINE OF THE SW1/4 OF SEC. 31, T.14N, R.15E, BEARS S 89°59'07" W AS REFERENCED TO THE FOND DU LAC CO. CRD. SYSTEM, NAD83 (2011).

## LEGEND

- EASEMENT CORNER (NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- ⊠ CUT CROSS FOUND
- ( ) RECORDED AS



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT  
DGI-WAUPUN, LLC  
200 E. WASHINGTON ST.,  
SUITE 2A  
APPLETON, WI 54911

SHEET 1 OF 2

# 10' WIDE ELECTRIC EASEMENT EXHIBIT

## 10' Wide Electric Easement Legal Description:

Being part of Lot 1 of Certified Survey Map No. 8609 as recorded in Document No. 1143621, located in part of the Southeast 1/4 of the Southwest 1/4 and in part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, the easement area being more particularly described as follows:

Commencing at the South 1/4 corner of Section 31, Township 14 North, Range 15 East;

Thence S 89°51'33" E along the South line of the Southeast 1/4 of said Section 31, 154.51 feet to the intersection of the southerly extension of the East line of Lot 1 of Certified Survey Map No. 8609 and said South line of the Southeast 1/4;

Thence N 00°08'33" E along said southerly extension line, 48.14 feet to the North right-of-way line of West Main Street (A.K.A. S.T.H. "49"), said point also being the Southeast corner of said Lot 1 and the Point of Beginning (P.O.B) of the easement to be described;

Thence N 89°39'20" W along said North right-of-way line and along the South line of said Lot 1, 10.00 feet;

Thence N 00°08'33" E, 203.90 feet;

Thence S 89°55'30" W, 138.17 feet;

Thence N 00°04'30" W, 10.00 feet;

Thence N 89°55'30" E, 138.21 feet;

Thence N 00°08'33" E, 46.05 feet to the North line of said Lot 1 of Certified Survey Map No. 8609;

Thence S 89°45'14" E along said North line of Lot 1, 10.00 feet to the Northeast corner thereof;

Thence S 00°08'33" W along the East line of said Lot 1, 259.96 feet to the Point of Beginning.



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT  
DGI-WAUPUN, LLC  
200 E. WASHINGTON ST.,  
SUITE 2A  
APPLETON, WI 54911

SHEET 2 OF 2





# AGENDA SUMMARY SHEET

**MEETING DATE:** 1/28/25

**TITLE:** Electric Easement Agreement Between City of Waupun and DGI, Inc.

**AGENDA SECTION:** ACTION

**PRESENTER:** Kathy Schlieve, Administrator

---

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |  |
|---|---------------|--|
| Economic Vitality                                   | --            |  |

---

**ISSUE SUMMARY:**

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to establish easements for electric to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with Site Plan for a new Dollar General Location. The council will act on your recommendation and can approve this on behalf of Waupun Utilities, which is a wholly owned subsidiary of the City of Waupun.

**STAFF RECOMMENDATION:**

Support recommendation of Plan Commission

**ATTACHMENTS:**

Electric Easement Agreement

**RECOMMENDED MOTION:**

Motion to recommend to the Common Council approval of the electric easement agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.



# AGENDA SUMMARY SHEET

**MEETING DATE:** 1/28/25

**TITLE:** Review Site Plan for Dollar General to Locate on  
LOT 1 CSM 8609 Parcel WPN-14-15-99-HB-055-  
00

**AGENDA SECTION:** ACTION

**PRESENTER:** Kathy Schlieve, Administrator

---

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |  |
|---|---------------|--|
| Economic Vitality                                   | --            |  |

---

**ISSUE SUMMARY:**

Review site plan for Dollar General to locate on Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00.

**STAFF RECOMMENDATION:**

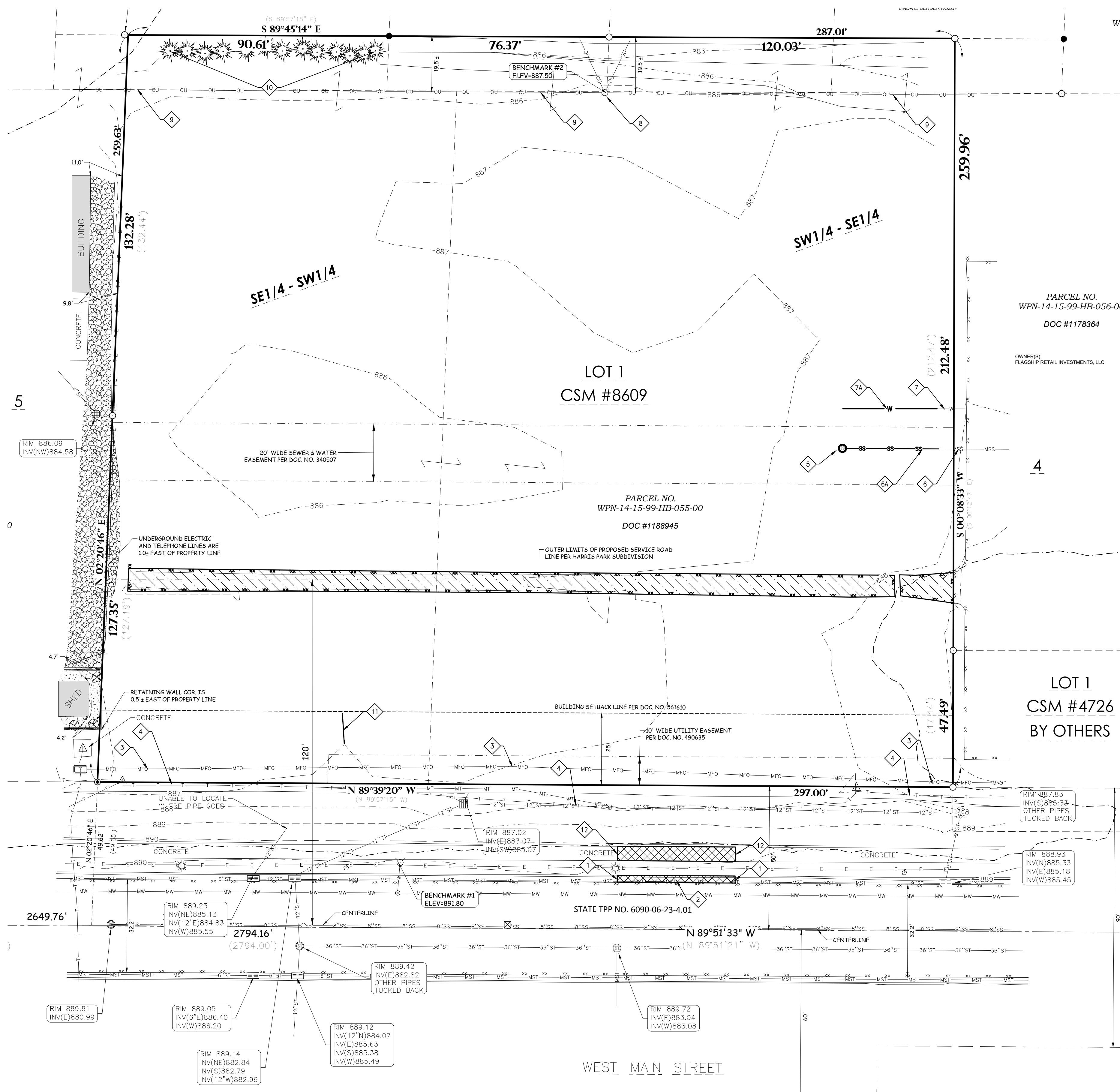
Plan meets all requirements with the exception of stormwater which remains under review. Recommendation should include a contingency that stormwater requirements as defined by city engineer be met.

**ATTACHMENTS:**

Dollar General Site Plan

**RECOMMENDED MOTION:**

Motion to approve site plan for Dollar General on Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 as presented, contingent on any outstanding stormwater findings as defined by City of Waupun engineers and/or its agents being satisfied prior to development proceeding.



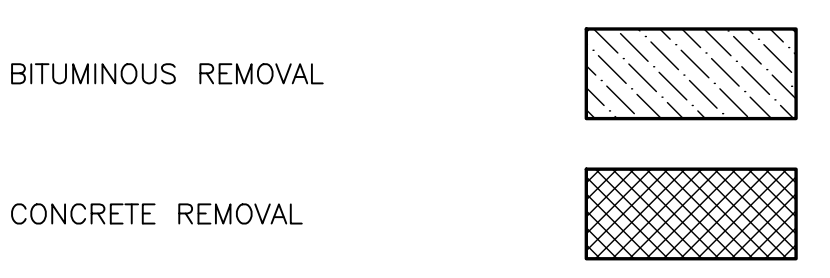
**GENERAL NOTES:**

1. CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
2. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER EXCEPT FOR THOSE ITEMS NOTED TO BE SALVAGED, WHICH SHOULD BE TURNED OVER TO THE OWNER.
3. INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES FOR PERIMETER PROTECTION PRIOR TO THE START OF DEMOLITION/CONSTRUCTION, IN ACCORDANCE WITH THE LOCAL AND STATE GOVERNING AUTHORITIES.
4. BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
5. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED, AND/OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
6. COORDINATE ALL UTILITY REMOVAL, DISCONNECTION, &/OR RECONNECTION WITH RESPECTIVE UTILITY COMPANIES PRIOR TO BEGINNING WORK.
7. COORDINATE UTILITY SERVICE DISCONNECTIONS/OUTAGES WITH OWNER AND ANY IMPACTED NEIGHBORS. MINIMIZE DISRUPTIONS TO THE MAXIMUM EXTENT PRACTICAL.
8. ANY EXISTING UTILITIES NOT EXPRESSLY LABELED FOR DEMOLITION/REMOVAL ON THIS DOCUMENT SHALL BE LEFT IN PLACE AND IN THEIR CURRENT STATE OF OPERATION. CONTACT ENGINEER WHEREVER CLARIFICATION IS NEEDED.
9. STRIP TOPSOIL WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH THE PROJECT MANUAL SPECIFICATIONS.
10. IF STRIPPED TOPSOIL IS STOCKPILED ON SITE, SILT FENCE SHALL BE INSTALLED AROUND THE BASE OF THE STOCKPILE TO PREVENT SEDIMENT TRANSPORT.
11. PRIOR TO PERFORMING WORK WITHIN PUBLIC RIGHT OF WAYS, NOTIFY AND COORDINATE WORK WITH THE LOCAL MUNICIPALITY.
12. MAINTAIN TRAFFIC CIRCULATION TO ALL NEIGHBORING PROPERTIES SHOWN ON THIS DOCUMENT. COORDINATE ALL WORK WITH NEIGHBORING PROPERTY OWNERS.

**KEYNOTES:**

1. SAWCUT EXISTING CONCRETE CURBING
2. REMOVE EXISTING CONCRETE CURBING
3. MAINTAIN EXISTING FIBER OPTIC LINE
4. MAINTAIN EXISTING TELEPHONE LINE
5. REMOVE EXISTING SANITARY SEWER STRUCTURE
6. MAINTAIN EXISTING SANITARY SEWER PIPE
- 6A. REMOVE EXISTING SANITARY SEWER PIPE AS REQUIRED TO INSTALL NEW SANITARY SEWER STRUCTURE
7. MAINTAIN EXISTING WATER SERVICE
- 7A. REMOVE EXISTING WATER SERVICE AS REQUIRED TO INSTALL NEW WATER SERVICE AND VALVE
8. MAINTAIN EXISTING POWER/LIGHT POLE
9. MAINTAIN EXISTING TRANSFORMER BOX
10. MAINTAIN EXISTING LANDSCAPE AREA
11. REMOVE/SALVAGE EXISTING SIGN
12. SAWCUT EXISTING CONCRETE WALK

**DEMOLITION HATCH PATTERNS:**



**CIVIL SHEET INDEX:**

- C1.0 DEMOLITION PLAN
- C2.0 LAYOUT PLAN
- C3.0 GRADING PLAN
- C4.0 EROSION CONTROL PLAN
- C5.0 UTILITY PLAN
- C6.0 CONSTRUCTION DETAILS
- C6.1 CONSTRUCTION DETAILS

**BENCHMARK:**

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

**BENCHMARK #1**  
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF WEST MAIN STREET (ALSO KNOWN AS S.T.H. #49), APPROXIMATELY 275 FEET EAST OF THE INTERSECTION OF WEST MAIN STREET AND NORTH HARRIS AVENUE. ELEVATION = 891.80

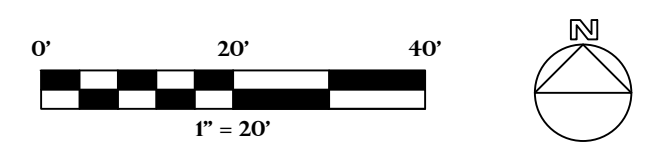
**BENCHMARK #2**  
509 SPIKE ON SOUTH SIDE OF POWER POLE, LOCATED ON THE NORTH SIDE OF THE SURVEYED PROPERTY. ELEVATION = 887.50

**UTILITY DISCLAIMER:**

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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| REVISIONS    |            |
|--------------|------------|
| CHECKED:     | JUL        |
| DRAWN:       | MAJ        |
| DATE:        | 01/23/2024 |
| PROJECT NO.: | 24.0113    |

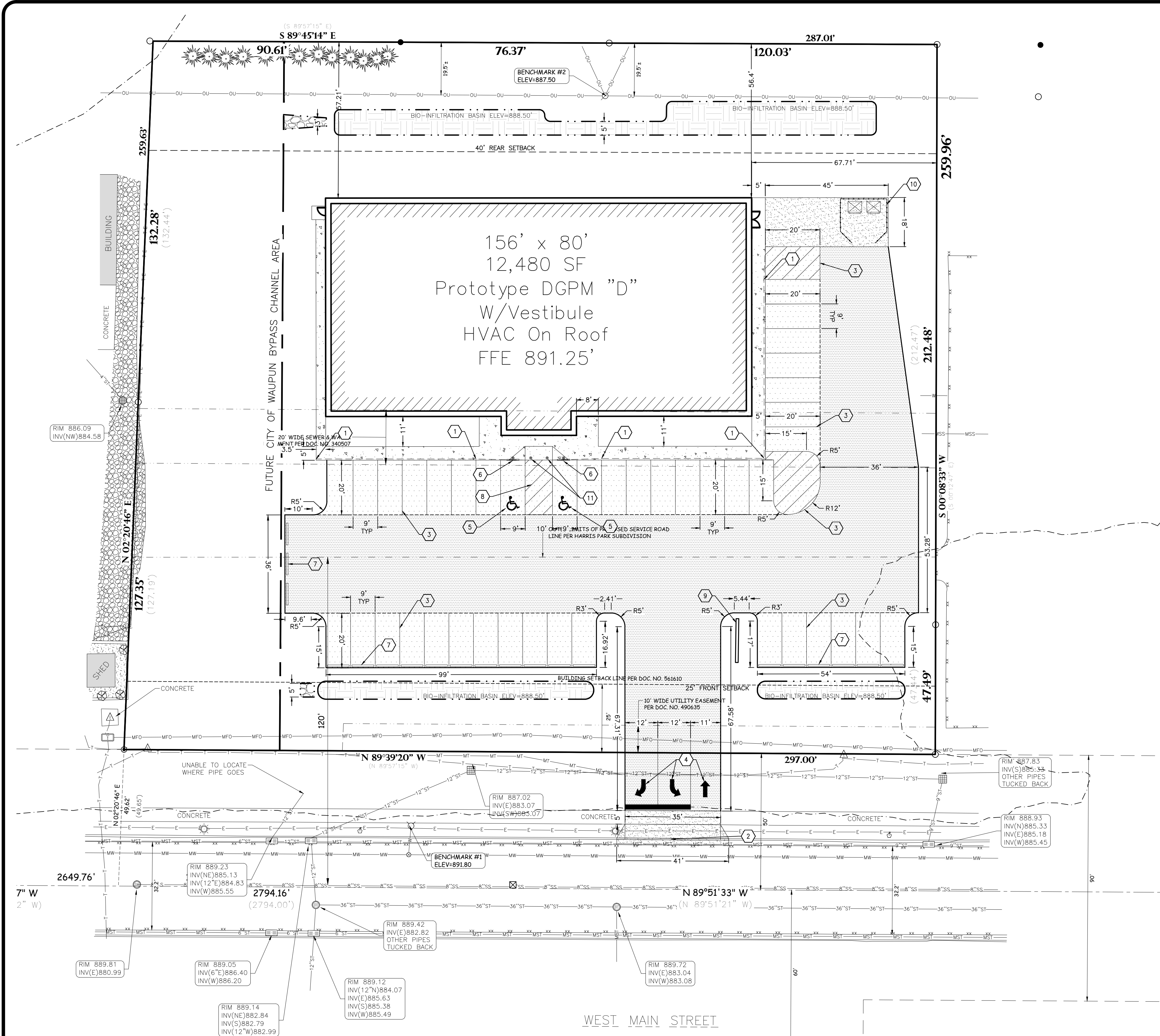
**DEMOLITION PLAN**

**DGI-WAUPUN, LLC**  
**DG - WAUPUN**  
**CITY OF WAUPUN**  
**FOND DU LAC CO, WI**

Civil Engineering  
Land Surveying  
Landscape Architecture  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

**POB**  
Point of Beginning

**SHEET C1.0**



GENERAL NOTES:

- 1. CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
2. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
3. ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
4. SEE SHEET C4.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
5. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
6. VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
7. BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
8. PRIOR TO STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
9. COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
10. PROVIDE PROPER BARRICADES, SIGNS, AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
11. ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

KEYNOTES:

- 1. THICKENED EDGE WALK
2. CONCRETE DRIVE APRON
3. PARKING LOT STRIPING
4. DIRECTIONAL ARROW
5. HANDICAP PARKING STALL
6. HANDICAP PARKING SIGN
7. 8' PARKING STOP
8. ADA ACCESS ROUTE
9. MONUMENT SIGN (SEE ARCHITECTURAL PLANS)
10. DUMPSTER ENCLOSURE (12'x22' CONCRETE PAD) (SEE ARCHITECTURAL PLANS)
11. CONCRETE BOLLARD

PAVEMENT HATCH PATTERNS:

- PROPOSED STANDARD ASPHALT PAVEMENT
PROPOSED HEAVY DUTY ASPHALT PAVEMENT
PROPOSED STANDARD CONCRETE PAVEMENT
PROPOSED REINFORCED CONCRETE PAVEMENT

BENCHMARK:

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.
BENCHMARK #1
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF WEST MAIN STREET (ALSO KNOWN AS S.T.H. #497), APPROXIMATELY 275 FEET EAST OF THE INTERSECTION OF WEST MAIN STREET AND NORTH HARRIS AVENUE. ELEVATION = 891.80
BENCHMARK #2
600 SPIKE ON SOUTH SIDE OF POWER POLE, LOCATED ON THE NORTH SIDE OF THE SURVEYED PROPERTY. ELEVATION = 887.50

UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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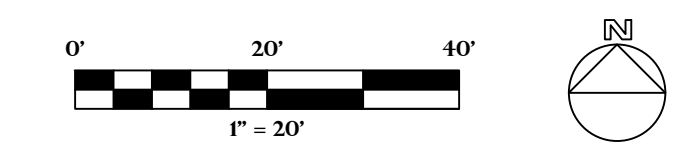


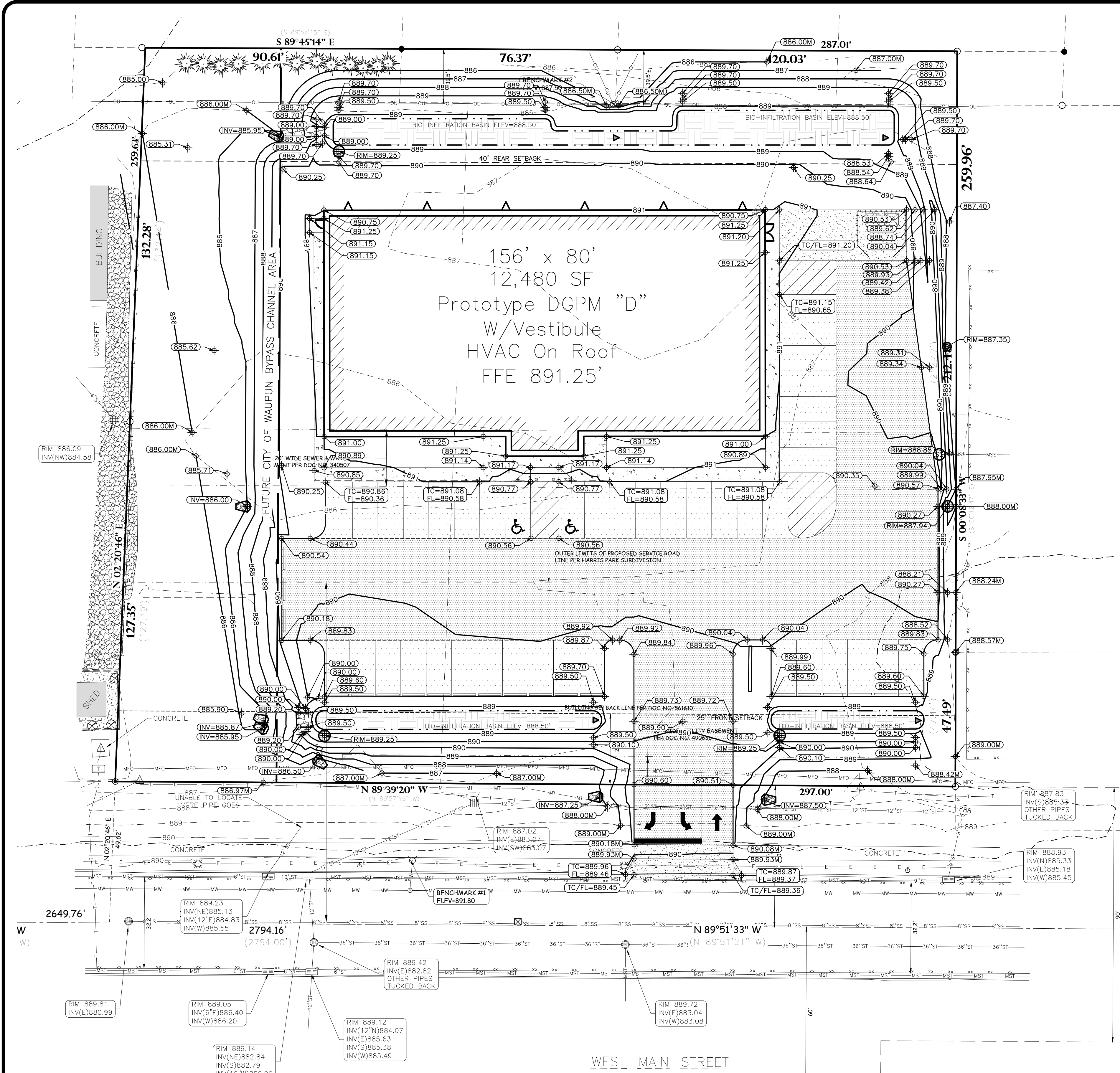
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LAYOUT PLAN

DGI-WAUPUN, LLC
DG - WAUPUN
CITY OF WAUPUN
FOND DU LAC CO, WI

Civil Engineering
Land Surveying
Landscape Architecture
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

Point of Beginning logo with 'POB' text and 'SHEET C2.0' label.



### GENERAL NOTES:

- CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- THE PROPOSED SITE PLAN FINISH FLOOR ELEVATION OF 891.25 EQUALS THE PROPOSED BUILDING ARCHITECTURAL FINISH FLOOR ELEVATION OF 100.00'.
- GRADE, LINE, AND LEVEL SHALL BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
- INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LAWN AREAS AND 12" SHALL BE PROVIDED IN ALL PLANTING BED AREAS.
- SEE SHEET C4.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
- ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED, AND/OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
- COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
- PROVIDE RIP RAP AT ALL CULVERT OUTFLOW ENDWALL STRUCTURES TO PREVENT WASHOUT AND EROSION.
- INSTALL WisDOT TYPE HR FILTER FABRIC BENEATH ALL RIP RAP.
- EXCESS TOPSOIL SHALL BE REMOVED FROM SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER. COORDINATE WITH OWNER FOR LOCATION OF STOCKPILE IF THE OWNER CHOOSES TO SALVAGE EXCESS TOPSOIL FOR FUTURE USE. SILT FENCE SHALL BE PLACED AROUND STOCKPILE.
- THE ENGINEERED SOIL SHALL NOT BE PLACED IN THE BIOTRETENTION AREAS UNTIL THE SURROUNDING DRAINAGE AREA HAS BEEN FULLY STABILIZED. ALL CONSTRUCTION SITE SEDIMENT SHALL BE REMOVED FROM THE SUBGRADE OF THE BIOTRETENTION AREA PRIOR TO PLACEMENT OF THE ENGINEERED SOIL.
- ALL TESTING AND INSPECTION SHALL BE DONE IN ACCORDANCE WITH SPS 382.21.
- THE LOCAL MUNICIPALITY SHALL BE CONTACTED PRIOR TO ANY EXCAVATION IN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL HAVE A TRAFFIC CONTROL PLAN APPROVED PRIOR TO WORK COMMENCING.
- THE LOCAL MUNICIPALITY SHALL OPERATE ALL EXISTING WATER VALVES IF NEEDED.
- GRADES AT BUILDING EDGE SHALL BE 6" BELOW FINISHED FLOOR ELEVATION EXCEPT AT DOOR WAY ENTRANCES OR UNLESS OTHERWISE NOTED.

|              |            |
|--------------|------------|
| CHECKED:     | JUL        |
| DRAWN:       | MAJ        |
| DATE:        | 01/23/2024 |
| PROJECT NO.: | 24.0113    |

## GRADING PLAN

### GRADING LEGEND:

- EXISTING CONTOUR: --- 712 ---
- PROPOSED CONTOUR: ——— 712 ———
- PROPOSED SPOT ELEVATION: (892.20) ⊕
- PROPOSED ENDWALL INVERT ELEVATION: (INV=892.05) ⊕
- PROPOSED RIM ELEVATION: (RIM=893.50) ⊕
- PROPOSED MATCH ELEVATION (CONTRACTOR TO VERIFY): (892.05M) ⊕
- PROPOSED DOWNSPOUT LOCATION: ▷
- PROPOSED BIO-INFILTRATION BASIN: [Symbol] (2) C6.1
- PROPOSED OVERFLOW WEIR: [Symbol] (4) C6.1

### BENCHMARK:

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

**BENCHMARK #1**  
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF WEST MAIN STREET (ALSO KNOWN AS S.T.H. "49"), APPROXIMATELY 275 FEET EAST OF THE INTERSECTION OF WEST MAIN STREET AND NORTH HARRIS AVENUE.  
ELEVATION = 891.80

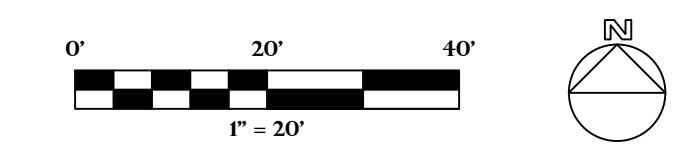
**BENCHMARK #2**  
800 SPIKE ON SOUTH SIDE OF POWER POLE, LOCATED ON THE NORTH SIDE OF THE SURVEYED PROPERTY.  
ELEVATION = 887.50

### UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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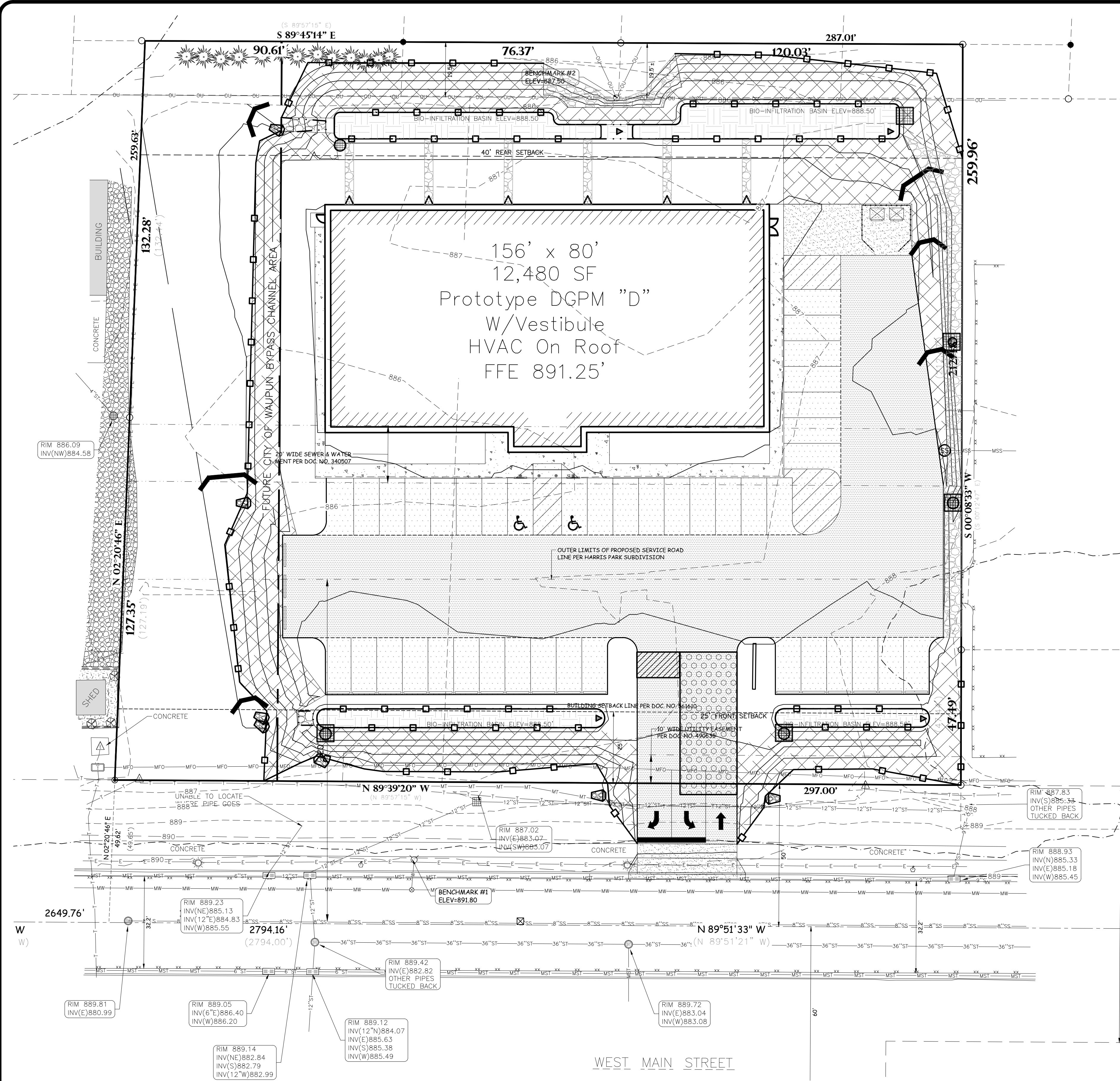


DGI-WAUPUN, LLC  
DG - WAUPUN  
CITY OF WAUPUN  
FOND DU LAC CO, WI

Civil Engineering  
Land Surveying  
Landscape Architecture  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

Point of Beginning

SHEET C3.0



**BENCHMARK:**

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

**BENCHMARK #1**  
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF WEST MAIN STREET (ALSO KNOWN AS S.T.H. #49), APPROXIMATELY 275 FEET EAST OF THE INTERSECTION OF WEST MAIN STREET AND NORTH HARRIS AVENUE. ELEVATION = 891.80

**BENCHMARK #2**  
600 SPIKE ON SOUTH SIDE OF POWER POLE, LOCATED ON THE NORTH SIDE OF THE SURVEYED PROPERTY. ELEVATION = 887.50

**UTILITY DISCLAIMER:**

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

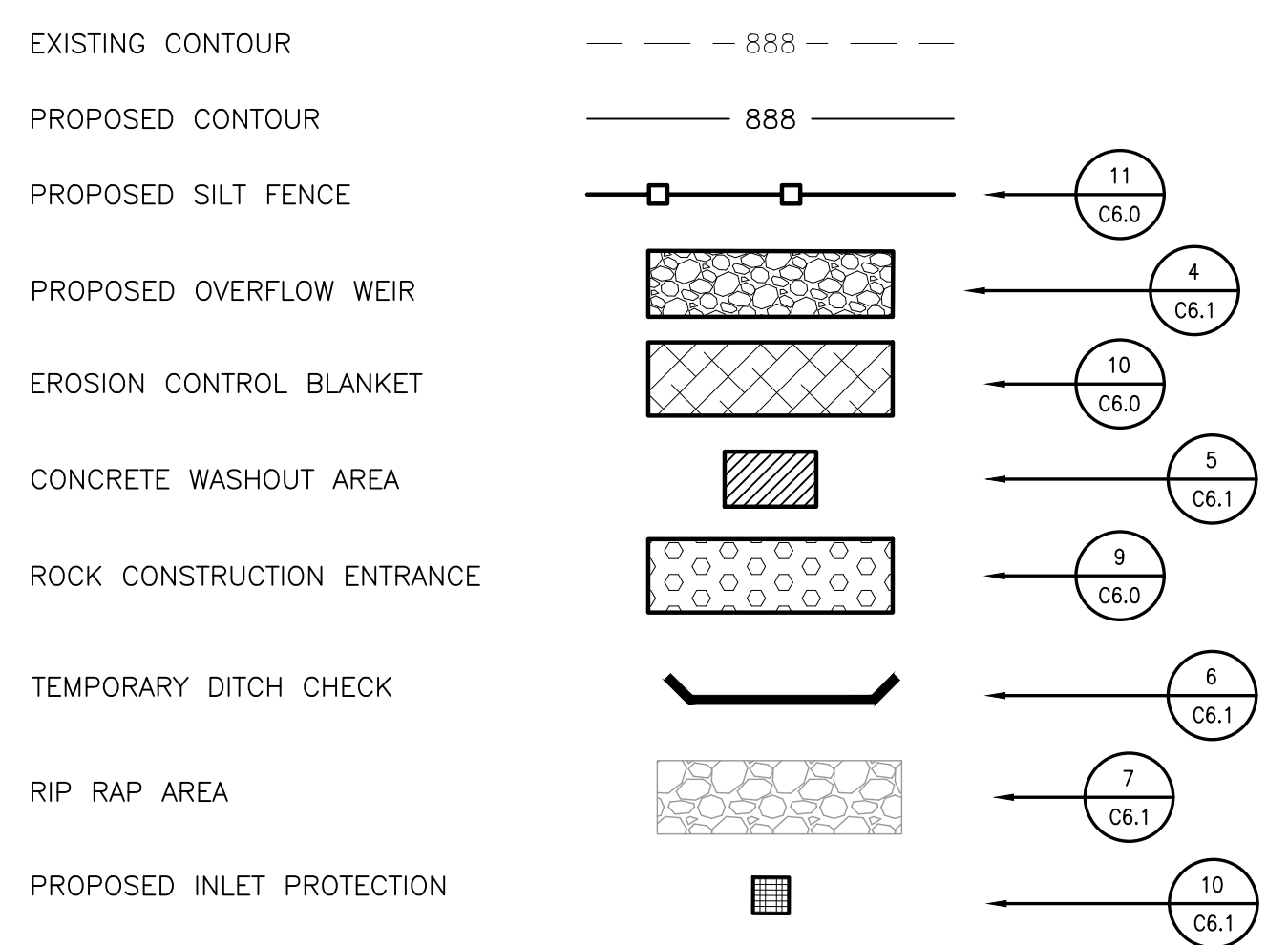
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**GENERAL NOTES:**

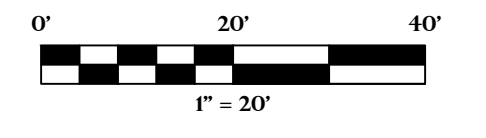
- CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- NOTIFY THE LOCAL MUNICIPALITY AT LEAST 2 WORKING DAYS PRIOR TO THE START OF SOIL DISTURBING ACTIVITIES.
- INSTALL ALL TEMPORARY EROSION CONTROL ELEMENTS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
- CRUSHED ROCK DRIVES FOR SEDIMENT TRACKING UTILIZING 3" CRUSHED ROCK SHALL BE MAINTAINED AT ALL CONSTRUCTION ENTRANCES TO THE SITE. THE ROCK DRIVE SHALL BE A MINIMUM OF 12" THICK AND BE A MINIMUM OF 50 FEET IN LENGTH BY THE WIDTH OF THE DRIVEWAY.
- OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORK DAY. ALL OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES INCLUDING SOIL TRACKED BY CONSTRUCTION TRAFFIC, SHALL AT A MINIMUM BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED IMMEDIATELY. FINE SEDIMENT ACCUMULATIONS SHALL BE CLEANED FROM ADJACENT STREETS BY THE USE OF MECHANICAL OR MANUAL SWEEPING OPERATIONS ONCE A WEEK AT A MINIMUM AND BEFORE IMMINENT RAIN EVENTS.
- DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREAS, INCLUDING SOIL STOCKPILES, THAT ARE LEFT INACTIVE FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER APPROVED METHODS.
- WASTE MATERIAL THAT IS GENERATED ON THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO RUN INTO RECEIVING WATERS.
- EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF EACH WORK DAY.
- INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER ANY RAINFALL OF 0.5" OR MORE. MAKE NEEDED REPAIRS AND DOCUMENT ALL ACTIVITIES AS PER THE REQUIREMENTS OF THE NOTICE OF INTENT SUBMITTED BY THE PROJECT CIVIL ENGINEER.
- ALL TEMPORARY EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF VEGETATION IS ESTABLISHED AND THEN BE REMOVED AS PART OF THE BASE BID.
- IF SEDIMENT LADEN WATER NEEDS TO BE REMOVED FROM THE SITE, FILTER BAGS OR SCREENING SHALL BE USED IN ACCORDANCE WITH WI DNR TECHNICAL STANDARD 1061 TO PREVENT SEDIMENT DISCHARGE TO THE MAXIMUM EXTENT PRACTICABLE.
- COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
- PROVIDE RIP RAP AT ALL CULVERT OUTFLOW ENDWALL STRUCTURES TO PREVENT WASHOUT AND EROSION.
- INSTALL WISDOT TYPE HR FILTER FABRIC BENEATH ALL RIP RAP.
- IF BARE SOIL IS EXPOSED DURING THE WINTER MONTHS, STABILIZATION BY MULCHING OR ANIONIC POLYACRYLAMIDE SHALL OCCUR PRIOR TO SNOWFALL OR GROUND FREEZE.
- SILT FENCE SHALL BE INSTALLED AROUND THE TOPSOIL STOCKPILE.
- SILT FENCE SHALL BE INSTALLED AROUND THE BIO-RETENTION AREA IMMEDIATELY FOLLOWING INSTALLATION OF THE ENGINEERED SOIL TO PROTECT IT FROM SILT CONTAMINATION.
- THE ENGINEERED SOIL SHALL NOT BE PLACED IN THE BIO-RETENTION AREAS UNTIL THE SURROUNDING DRAINAGE AREA HAS BEEN FULLY STABILIZED. ALL CONSTRUCTION SITE SEDIMENT SHALL BE REMOVED FROM THE SUBGRADE OF THE BIO-RETENTION AREA PRIOR TO PLACEMENT OF THE ENGINEERED SOIL.
- THE CONTRACTOR SHALL PERFORM INSPECTIONS AND MONITORING OF EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE WI DNR "CONSTRUCTION SITE INSPECTION REPORT" FORM 3400-187. THIS FORM CAN BE FOUND IN THE CONSTRUCTION SPECIFICATIONS.

**EROSION CONTROL LEGEND:**



**EROSION CONTROL SEQUENCING:**

- INSTALL PERIMETER EROSION CONTROL
- EXCAVATE A TEMPORARY SEDIMENT TRAP AT THE PROPOSED BIO-RETENTION AREA IN ACCORDANCE WITH DNR TECHNICAL STANDARD 1063
  - SEDIMENT TRAP BASIN BOTTOM ELEVATION SHALL BE CONSISTENT WITH THE BOTTOM DESIGN ELEVATION OF THE BIO-RETENTION BASIN. SEE DETAIL.
- INSTALL STONE OUTLET/OVERFLOW WEIR WHEREVER INDICATED ON PLANS
- EXCAVATE TEMPORARY SWALES AWAY FROM THE BASIN TO DIRECT AND MAXIMIZE STORMWATER RUNOFF TO THIS BASIN DURING CONSTRUCTION.
- BEGIN DEMOLITION
- BEGIN ROUGH GRADING AND UTILITY INSTALLATION
- DURING GRADING ACTIVITIES EXISTING GRASS AND VEGETATION, TO BE REMOVED, SHALL REMAIN IN PLACE FOR AS LONG AS POSSIBLE, TO AVOID SEDIMENT TRANSPORT.
- TEMPORARY STABILIZATION ACTIVITY SHALL COMMENCE WHEN LAND DISTURBING CONSTRUCTION ACTIVITIES HAVE TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- FINAL STABILIZATION ACTIVITY SHALL COMMENCE WHEN LAND DISTURBING ACTIVITIES CEASE AND FINAL GRADE HAS BEEN REACHED ON ANY PORTION OF THE SITE.
- PER GENERAL NOTE #19, THE SEDIMENT TRAP SHALL BE RECONSTRUCTED INTO THE PROPOSED BIO-RETENTION AREA AFTER THE SURROUNDING AREA HAS BEEN FULLY STABILIZED.
  - ANY CONSTRUCTION SITE SEDIMENT BUILD UP SHALL BE REMOVED FROM THE PROPOSED BIO-RETENTION BASIN BEFORE EXCAVATION TO THE FINAL DEPTH AND INSTALLATION OF THE ENGINEERED SOIL
  - IF DISTURBED AREAS MUST BE LEFT OVER WINTER, AN ANIONIC POLYACRYLAMIDE SHALL BE APPLIED TO ALL DISTURBED AREAS PRIOR TO GROUND FREEZE. SEE SPECIFICATIONS FOR DETAILS.



REVISIONS

|              |            |
|--------------|------------|
| CHECKED:     | JUL        |
| DRAWN:       | MAJ        |
| DATE:        | 01/23/2024 |
| PROJECT NO.: | 24.0113    |

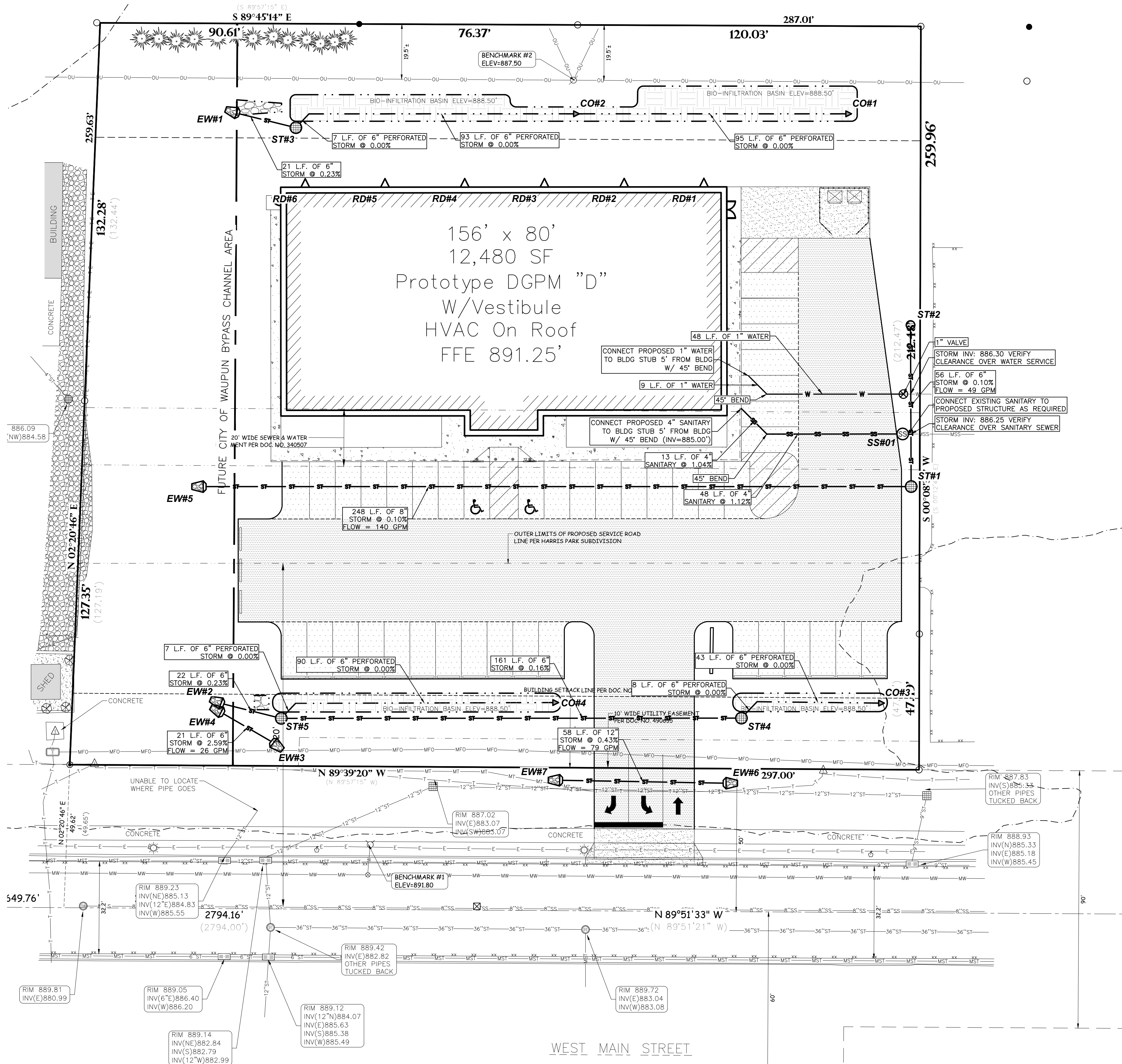
**EROSION CONTROL PLAN**

**DGI-WAUPUN, LLC  
DG - WAUPUN  
CITY OF WAUPUN  
FOND DU LAC CO, WI**

Civil Engineering  
Land Surveying  
Landscape Architecture  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

Point of Beginning

**SHEET C4.0**



**BENCHMARK:**

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

**BENCHMARK #1**  
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF WEST MAIN STREET (ALSO KNOWN AS S.T.H. #497), APPROXIMATELY 275 FEET EAST OF THE INTERSECTION OF WEST MAIN STREET AND NORTH HARRIS AVENUE. ELEVATION = 891.80

**BENCHMARK #2**  
609 SPIKE ON SOUTH SIDE OF POWER POLE, LOCATED ON THE NORTH SIDE OF THE SURVEYED PROPERTY. ELEVATION = 887.50

**UTILITY DISCLAIMER:**

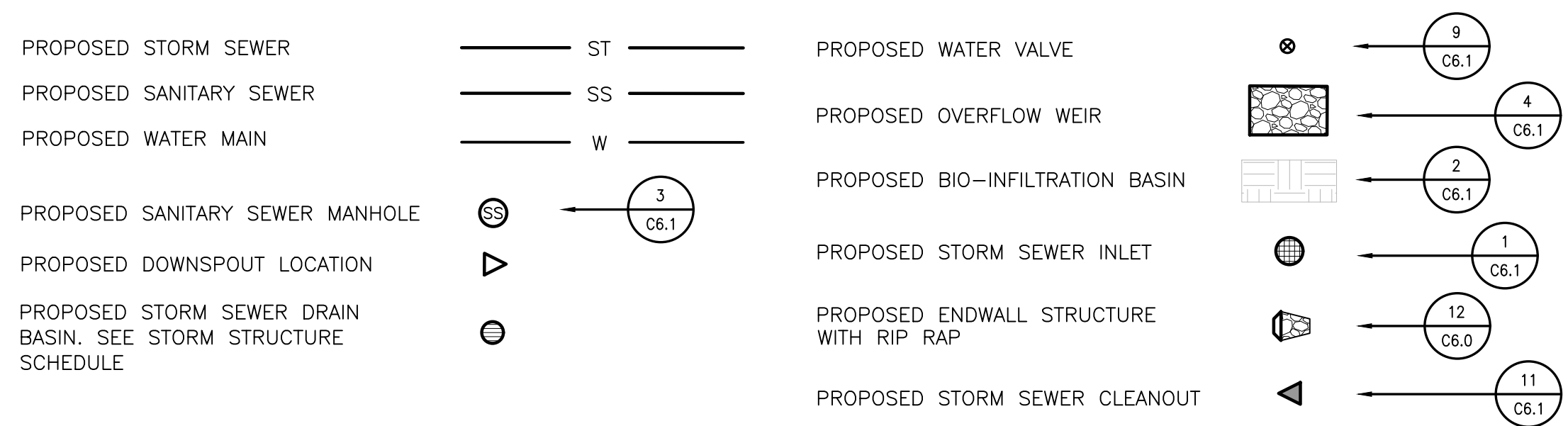
THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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**GENERAL NOTES:**

- CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- GRADE, LINE, AND LEVEL SHALL BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
- ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
- REFER TO THE PROPOSED BUILDING MECHANICAL/PLUMBING PLANS TO VERIFY EXACT CONNECTION LOCATIONS AND SIZES OF PROPOSED SANITARY SEWER AND WATER LATERALS.
- COORDINATE ALL UTILITY WORK WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
- COORDINATE UTILITY SERVICE DISCONNECTIONS/OUTAGES WITH OWNER AND ANY IMPACTED NEIGHBORS. MINIMIZE DISRUPTIONS TO THE MAXIMUM EXTENT PRACTICAL.
- COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE LOCAL MUNICIPALITY.
- ALL TESTING AND INSPECTION SHALL BE DONE IN ACCORDANCE WITH SPS 382.21.
- THE PROPOSED WATER MAIN SHALL HAVE A MINIMUM COVER OF 7'-6" TO THE TOP OF PIPE FROM PROPOSED FINISHED GRADE. SEE SHEET C3.0 FOR PROPOSED FINISHED GRADE.
- THE MUNICIPALITY SHALL BE CONTACTED PRIOR TO ANY EXCAVATION IN THE PUBLIC RIGHT-OF-WAY, AND PRIOR TO CONNECTING SANITARY SEWER AND WATER LATERALS TO THE PUBLIC MAINS.
- THE CONTRACTOR SHALL HAVE A TRAFFIC CONTROL PLAN APPROVED PRIOR TO WORK COMMENCING.
- THE MUNICIPALITY SHALL OPERATE ALL EXISTING WATER VALVES, IF NEEDED.
- THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND PERMITTING OF THE WELL.
- FIELD VERIFY INVERT ELEVATION OF THE SANITARY SEWER AND WATER PUBLIC MAIN, AT THE LOCATION OF THE SERVICE LATERAL CONNECTIONS, PRIOR TO CONNECTING THE LATERALS TO THE PUBLIC MAIN.
- PROVIDE RIP RAP AT ALL STORM ENDWALLS TO PREVENT WASHOUT AND EROSION.
- INSTALL WisDOT TYPE HR FILTER FABRIC BENEATH PROPOSED RIP RAP.

**UTILITY LEGEND:**



**SANITARY MANHOLE SCHEDULE:**

| STRUCTURE # | STRUCTURE DETAILS  |
|-------------|--|
| SS#01       | RIM = 889.84<br>INV (W) = 884.34<br>DEPTH = 5.50'<br>36" I.D. PRECAST MANHOLE<br>W/ NEENAH R-2560-EA CASTING<br>W/ BEEHIVE GRATE |

**STORM STRUCTURE SCHEDULE:**

| STRUCTURE # | STRUCTURE DETAILS   |
|-------------|---|
| ST#1        | RIM = 889.48<br>INV (N) = 886.25<br>INV (W) = 886.25<br>DEPTH = 3.23'<br>36" I.D. PRECAST MANHOLE<br>W/ NEENAH R-2560-EA CASTING<br>W/ BEEHIVE GRATE                      |
| ST#2        | RIM = 887.35<br>INV (S) = 886.31<br>DEPTH = 1.51'<br>12" NYLOPLAST DRAIN BASIN<br>W/ 12" DOME GRATE<br>W/ 6" SLUMP  |
| ST#3        | RIM = 889.25<br>INV (NE) = 886.00<br>INV (W) = 886.00<br>DEPTH = 3.25'<br>36" I.D. PRECAST MANHOLE<br>W/ NEENAH R-2560-EA CASTING<br>W/ BEEHIVE GRATE                     |
| ST#4        | RIM = 889.25<br>INV (NE) = 886.00<br>INV (W) = 886.00<br>DEPTH = 3.25'<br>36" I.D. PRECAST MANHOLE<br>W/ NEENAH R-2560-EA CASTING<br>W/ BEEHIVE GRATE                     |
| ST#5        | RIM = 889.25<br>INV (E) = 885.75<br>INV (NE) = 886.00<br>INV (W) = 885.75<br>DEPTH = 3.50'<br>36" I.D. PRECAST MANHOLE<br>W/ NEENAH R-2560-EA CASTING<br>W/ BEEHIVE GRATE |

**CLEANOUT SCHEDULE:**

| STRUCTURE # | STRUCTURE DETAILS   |
|-------------|---|
| CO#1        | RIM = 888.50<br>INV (W) = 886.00<br>DEPTH = 2.50'<br>STORM CLEANOUT                     |
| CO#2        | RIM = 888.50<br>INV (E) = 886.00<br>INV (W) = 886.00<br>DEPTH = 2.50'<br>STORM CLEANOUT |
| CO#3        | RIM = 888.50<br>INV (W) = 886.00<br>DEPTH = 2.50'<br>STORM CLEANOUT                     |
| CO#4        | RIM = 888.50<br>INV (W) = 886.00<br>DEPTH = 2.50'<br>STORM CLEANOUT                     |

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |

CHECKED: JUL  
DRAWN: MAJ  
DATE: 01/23/2024  
PROJECT NO.: 24.0113

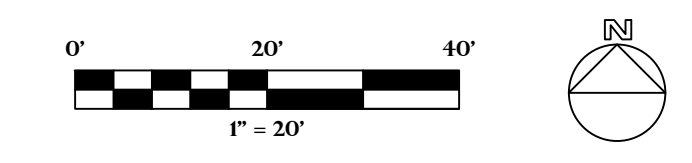
**UTILITY PLAN**

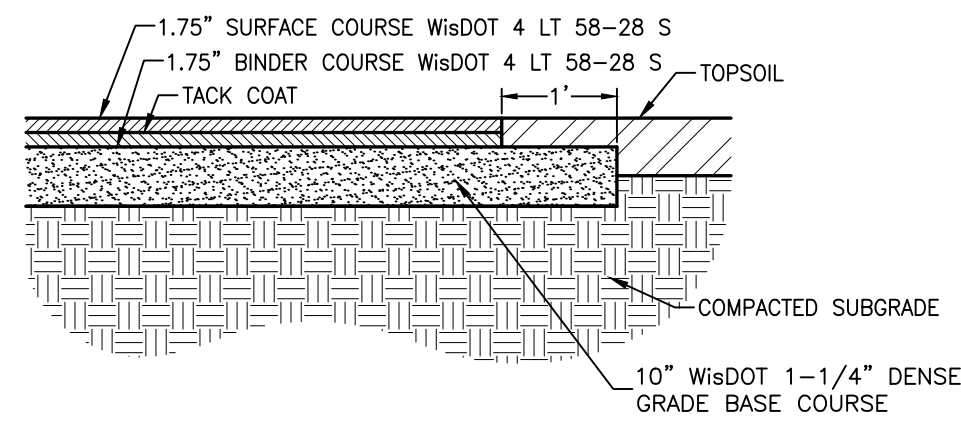
DGI-WAUPUN, LLC  
DG - WAUPUN  
CITY OF WAUPUN  
FOND DU LAC CO, WI

Civil Engineering  
Land Surveying  
Landscape Architecture  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

Point of Beginning

SHEET C5.0

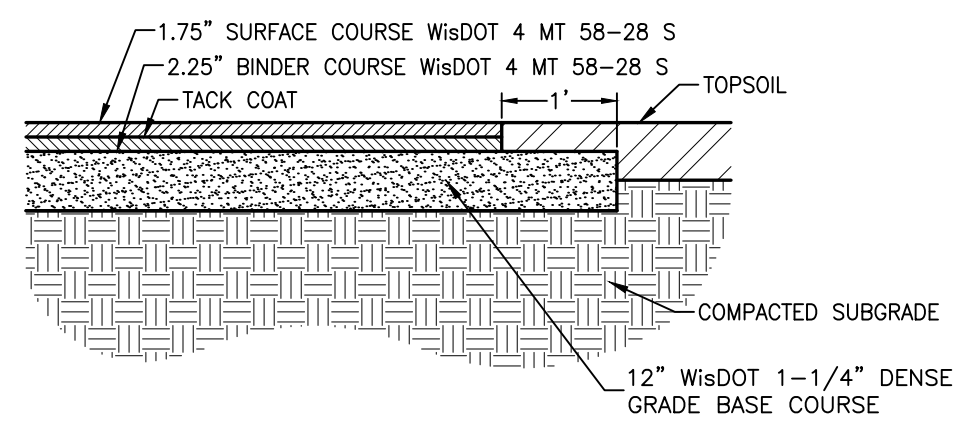




STANDARD DUTY

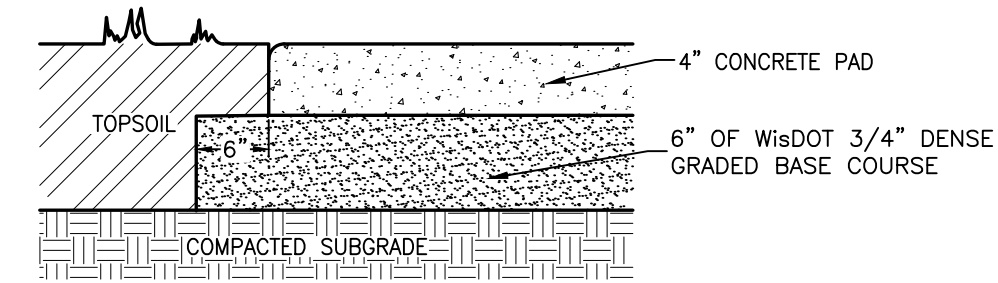
ASPHALT PAVEMENT

1  
C6.0



HEAVY DUTY

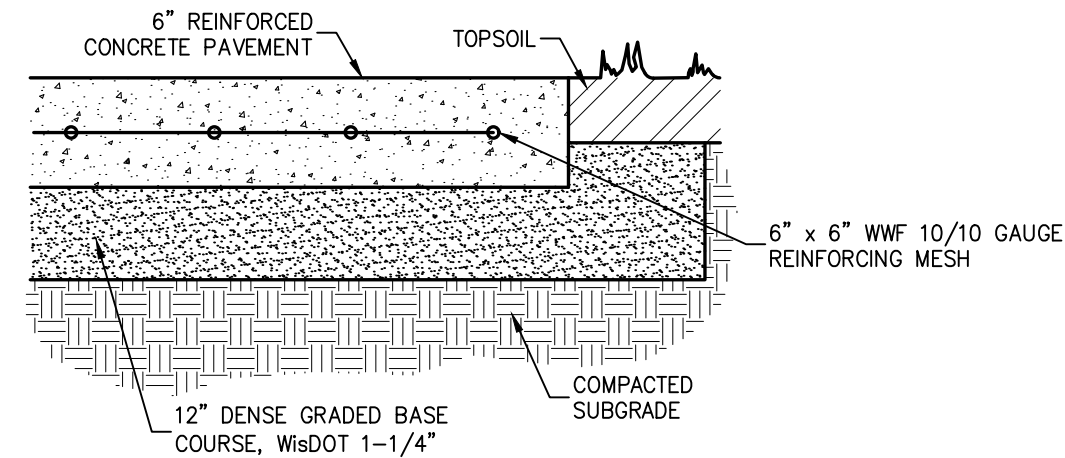
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STANDARD CONCRETE

CONCRETE PAVEMENT

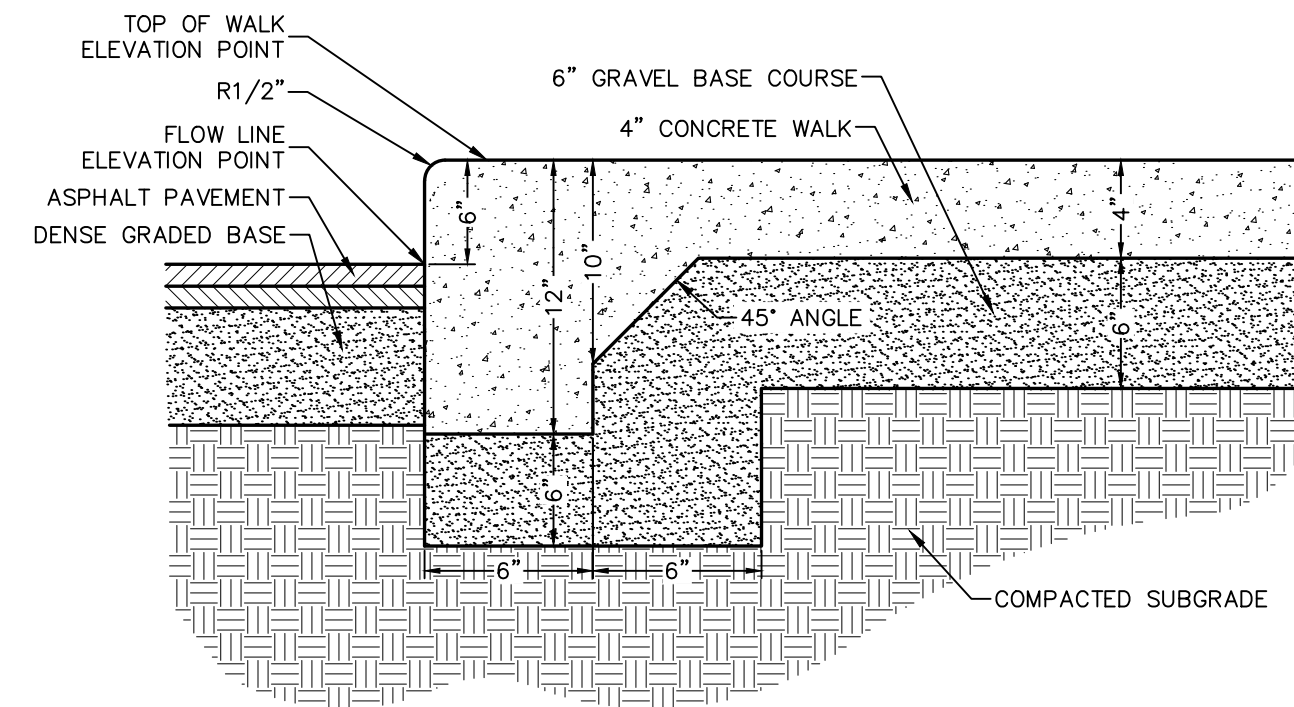
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C6.0



REINFORCED CONCRETE

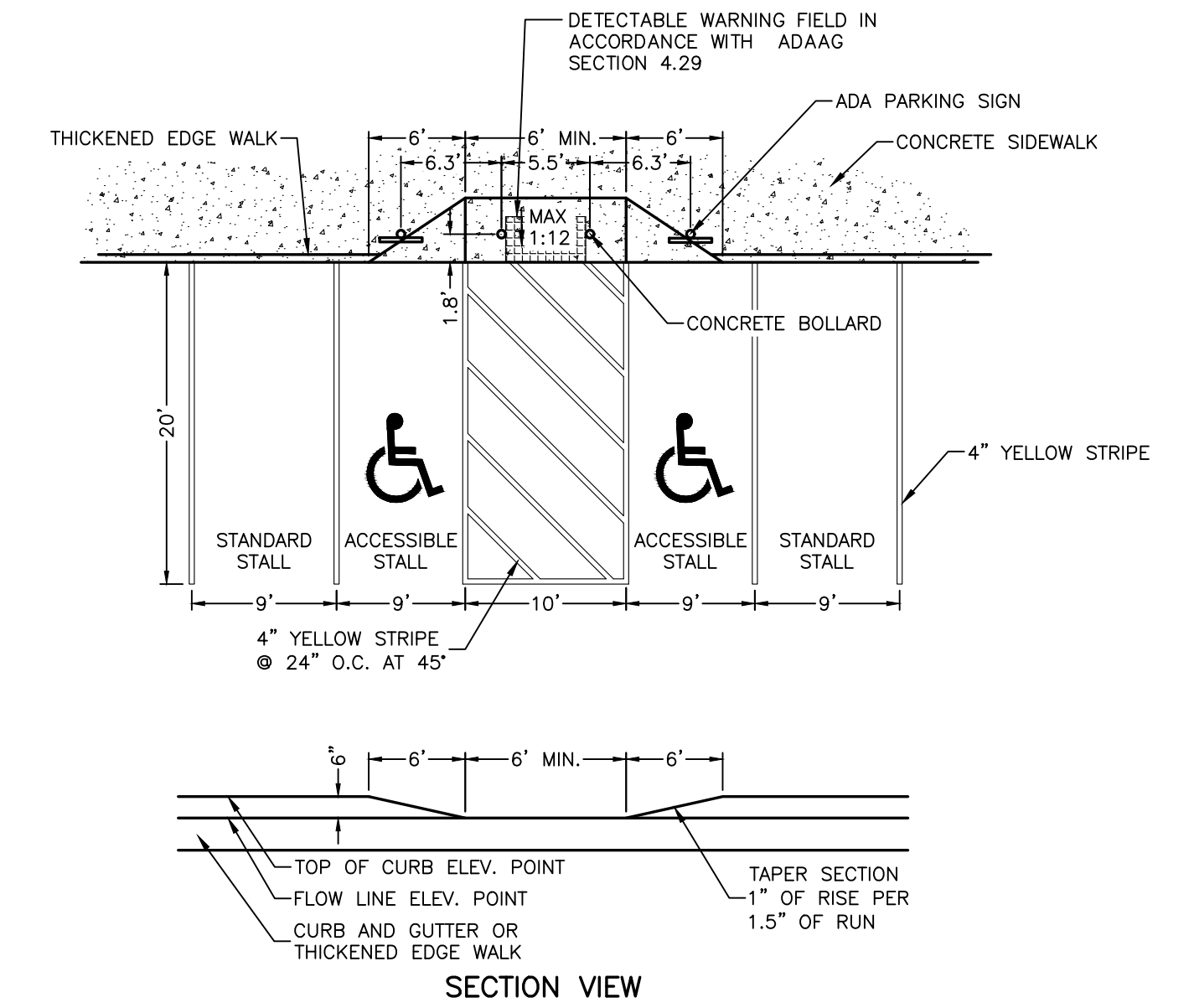
CONCRETE PAVEMENT

2  
C6.0



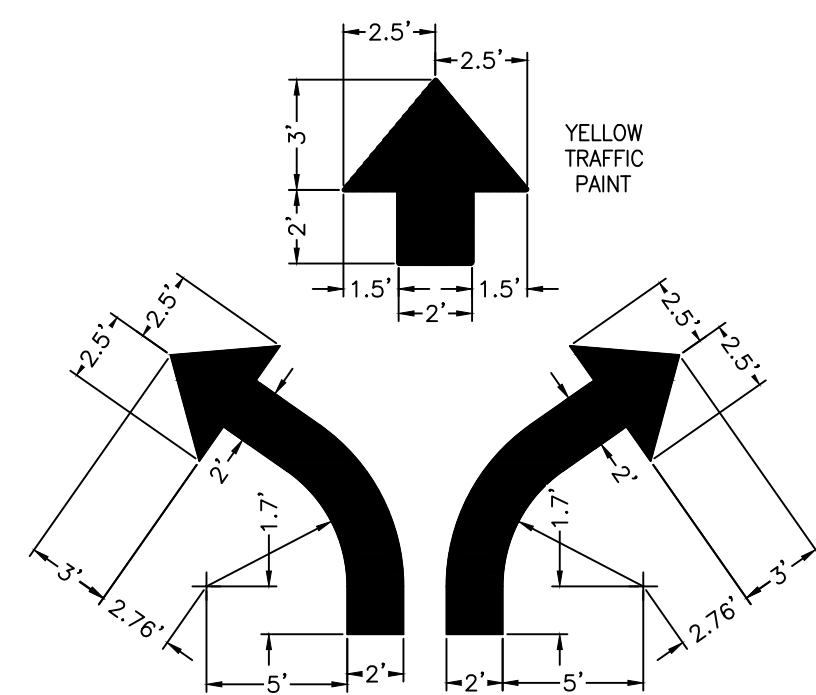
THICKENED EDGE WALK

3  
C6.0



PARKING LOT STRIPING & CURB RAMP

4  
C6.0

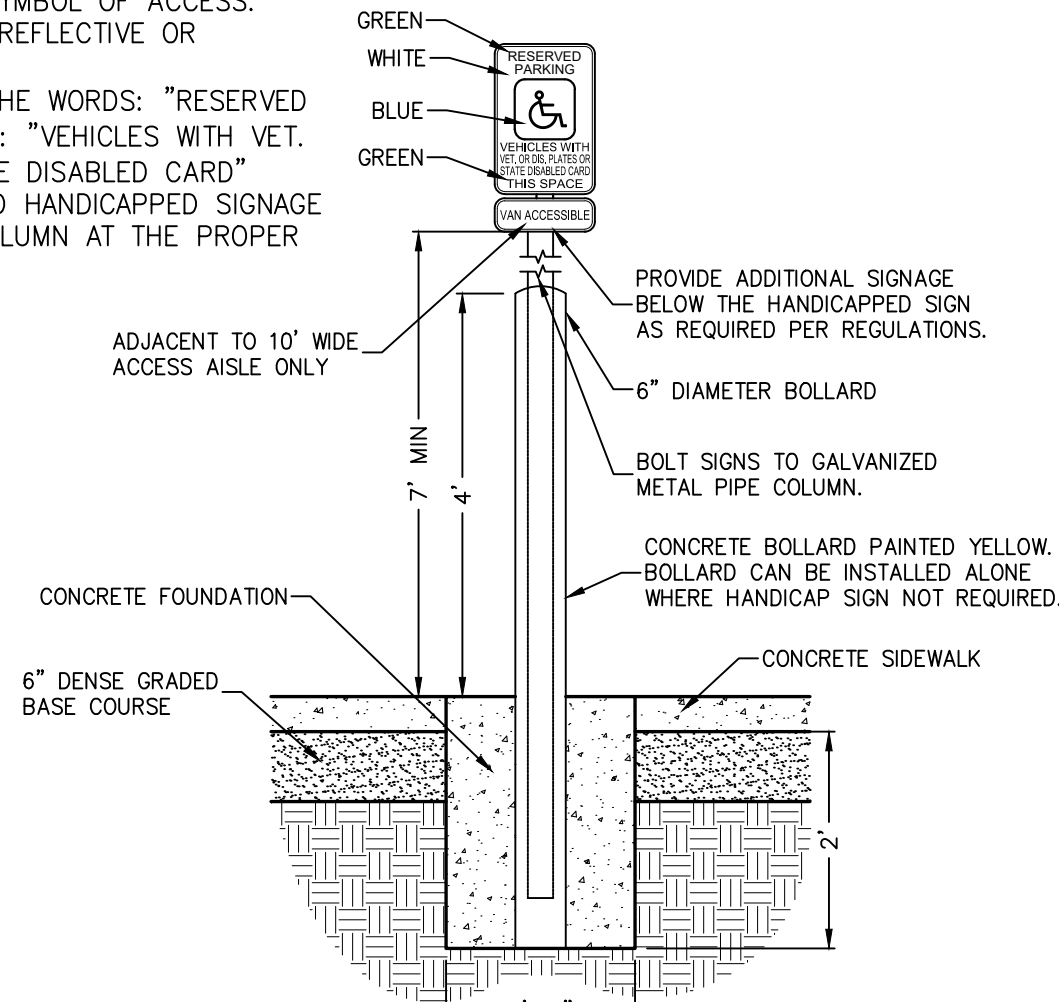


DIRECTIONAL ARROWS

5  
C6.0

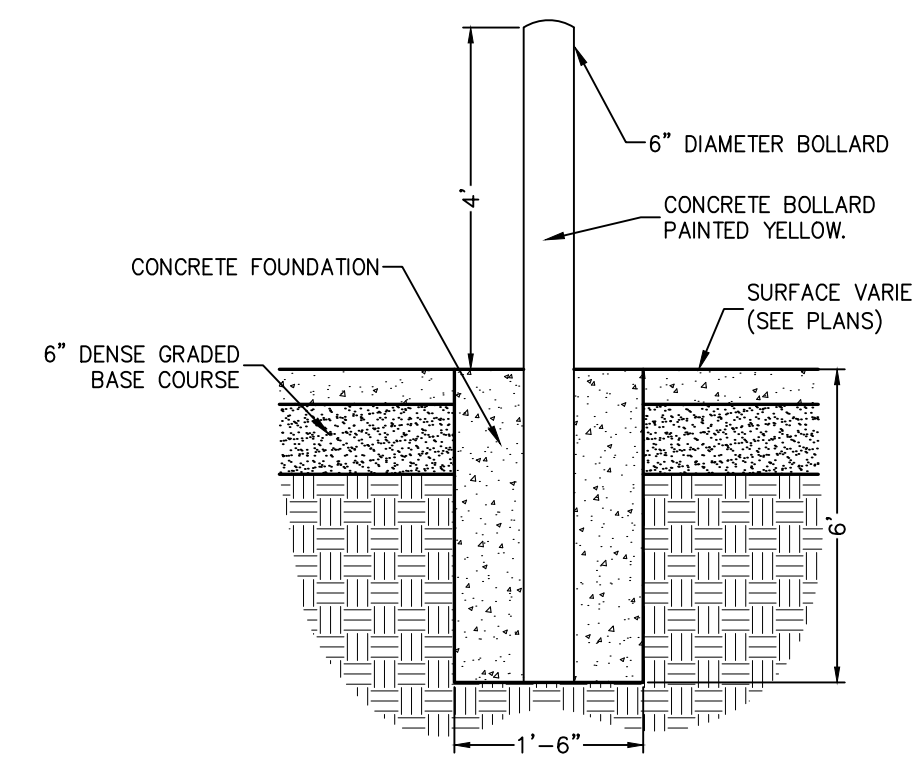
NOTES:

1. THE SIGN MUST BE A WHITE RECTANGLE WITH LONGER DIMEN. VERT.; HAVING A GREEN MESSAGE AND A BLUE AND WHITE SYMBOL OF ACCESS.
2. THE SIGN MAY EITHER BE REFLECTIVE OR NON-REFLECTIVE.
3. THE SIGN MUST INCLUDE THE WORDS: "RESERVED PARKING" AND THE WORDS: "VEHICLES WITH VET. OR DIS. PLATES OR STATE DISABLED CARD"
4. STANDARD STATE APPROVED HANDICAPPED SIGNAGE INSTALLED ON A METAL COLUMN AT THE PROPER HEIGHT REQUIRED.



ACCESSIBLE PARKING SIGN W/ BOLLARD

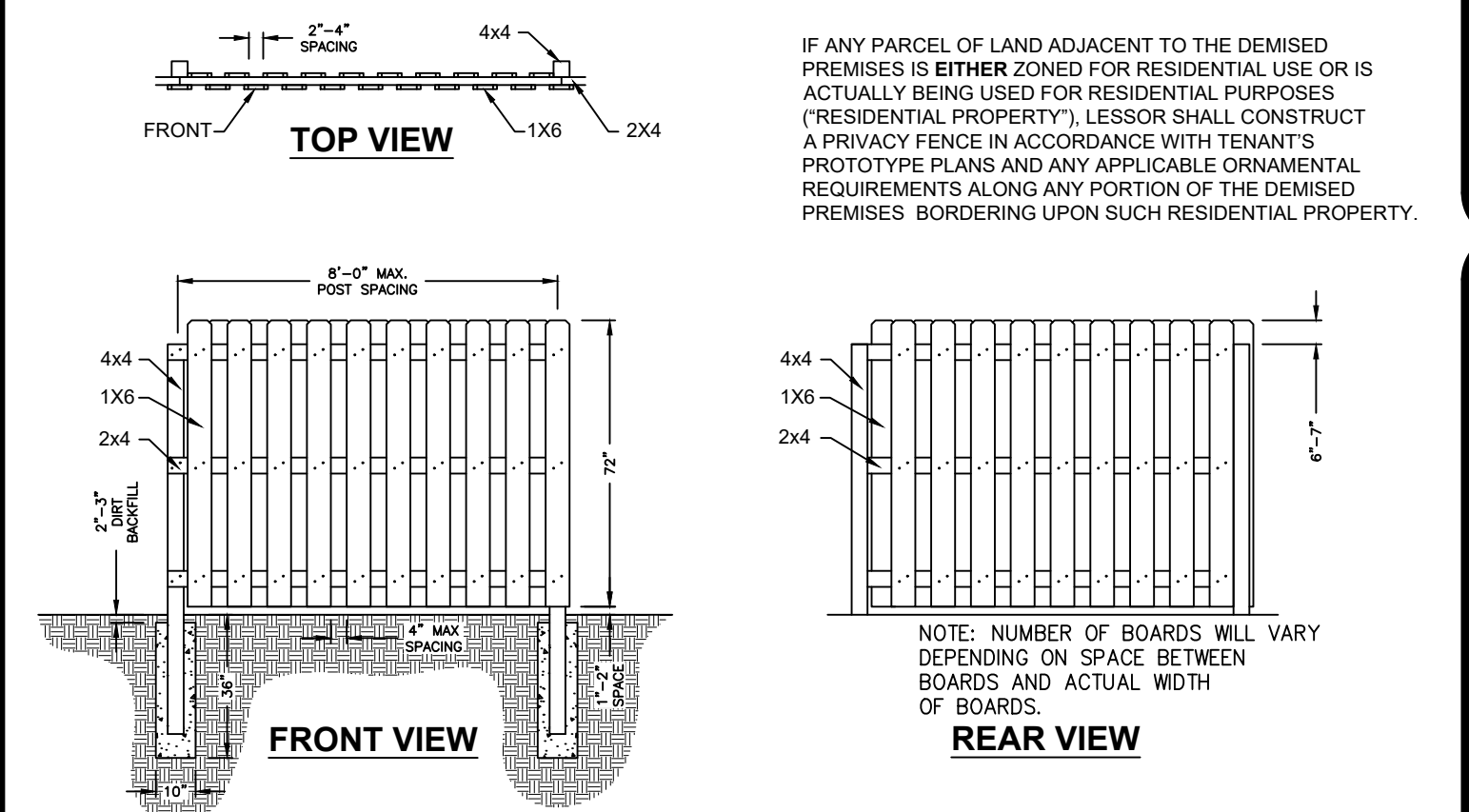
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C6.0



CONCRETE BOLLARD

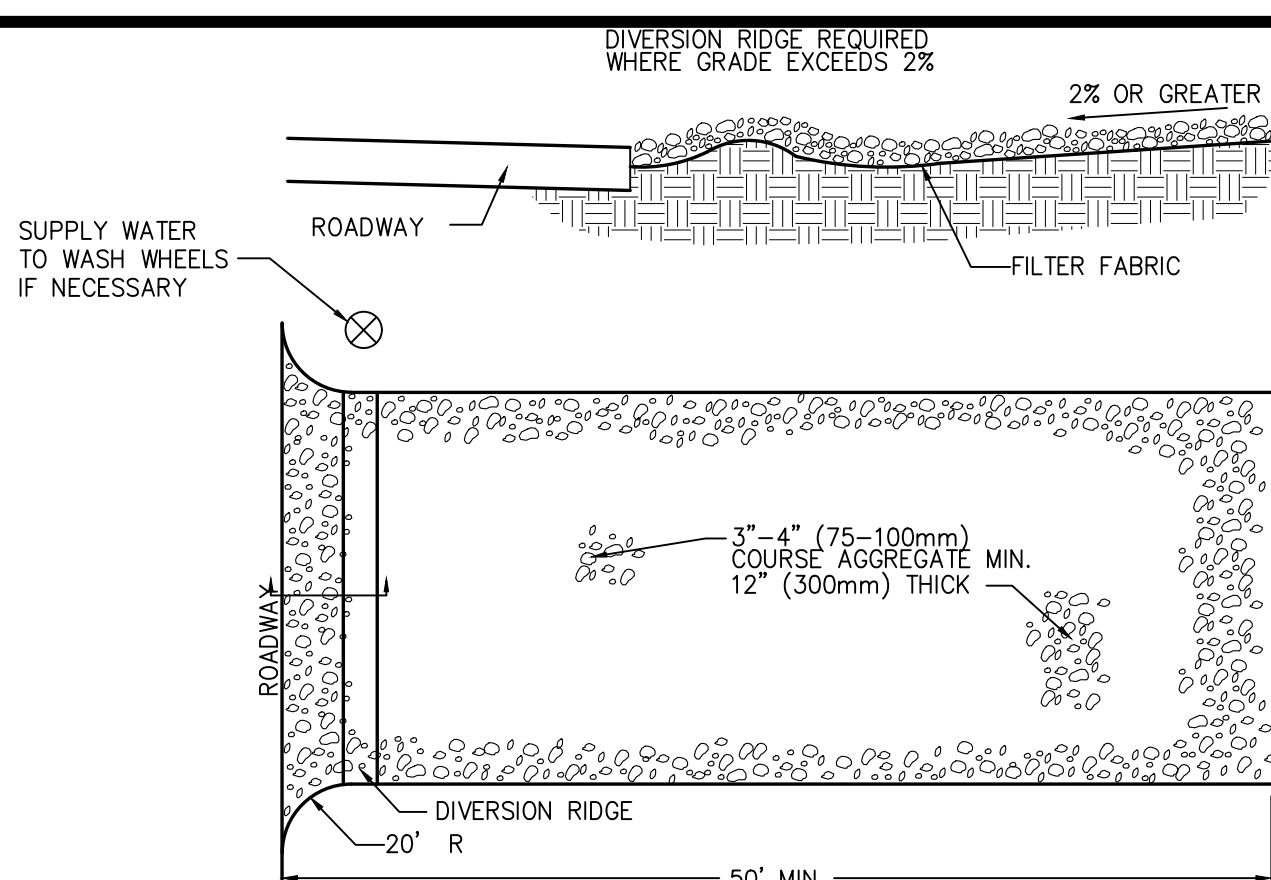
7  
C6.0

STRAIGHT SHADOWBOX PRIVACY FENCING  
PINE (USE GALVANIZED NAILS FOR FASTENING)  
\*ALTERNATES: CEDAR WOOD OR SYNTHETIC FENCING



PRIVACY FENCE

8  
C6.0

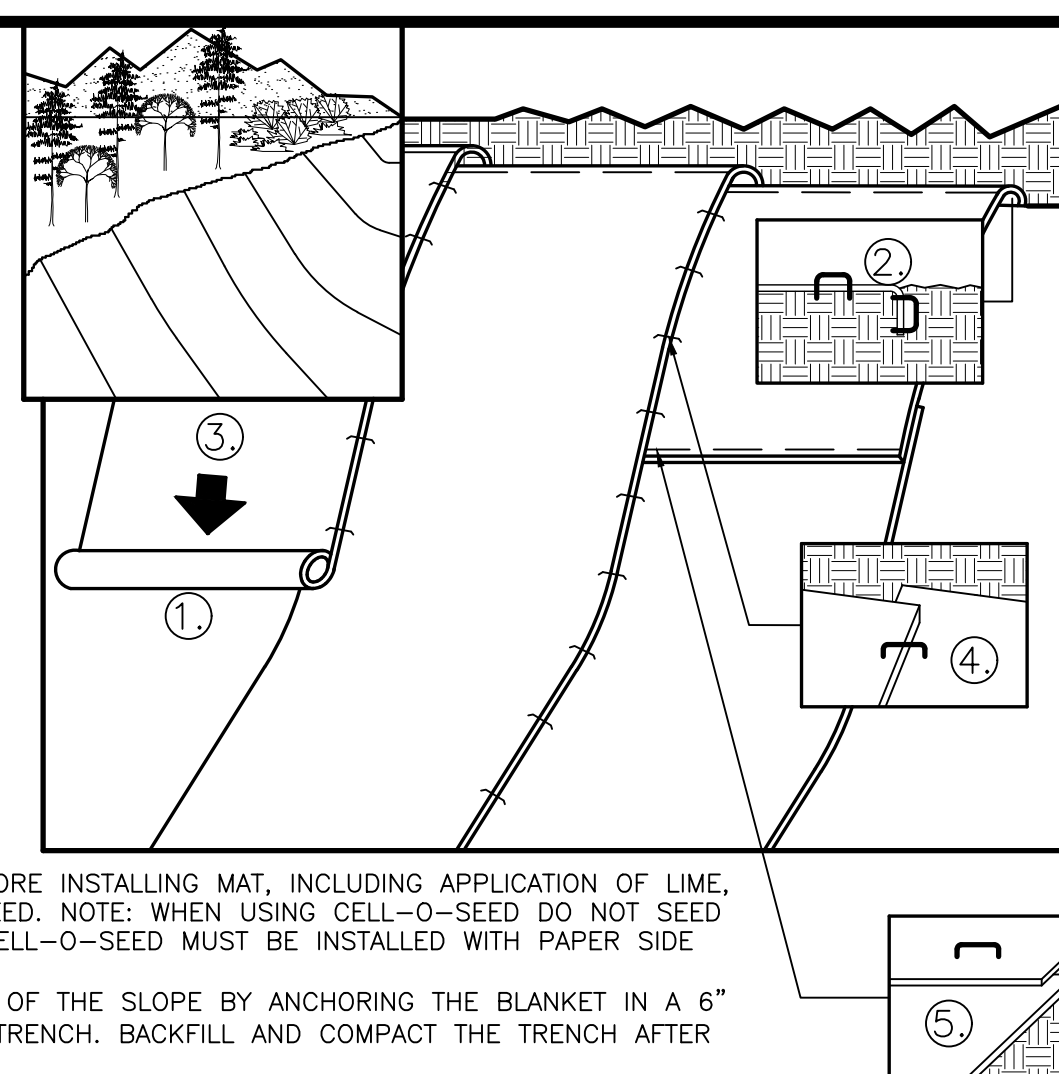


ROCK CONSTRUCTION ENTRANCE

9  
C6.0

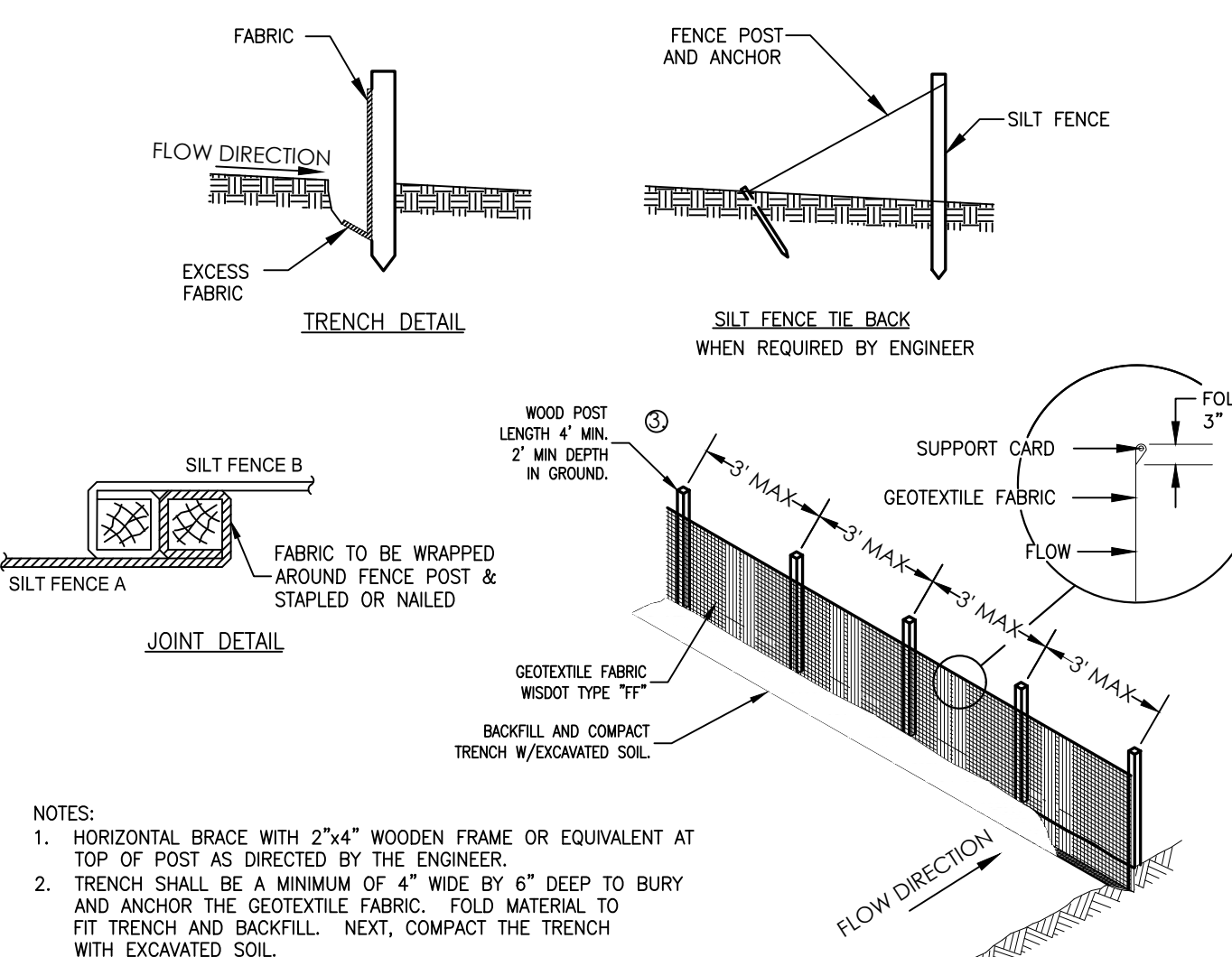
NOTES:

1. PREPARE SOIL BEFORE INSTALLING MAT, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6\"/>



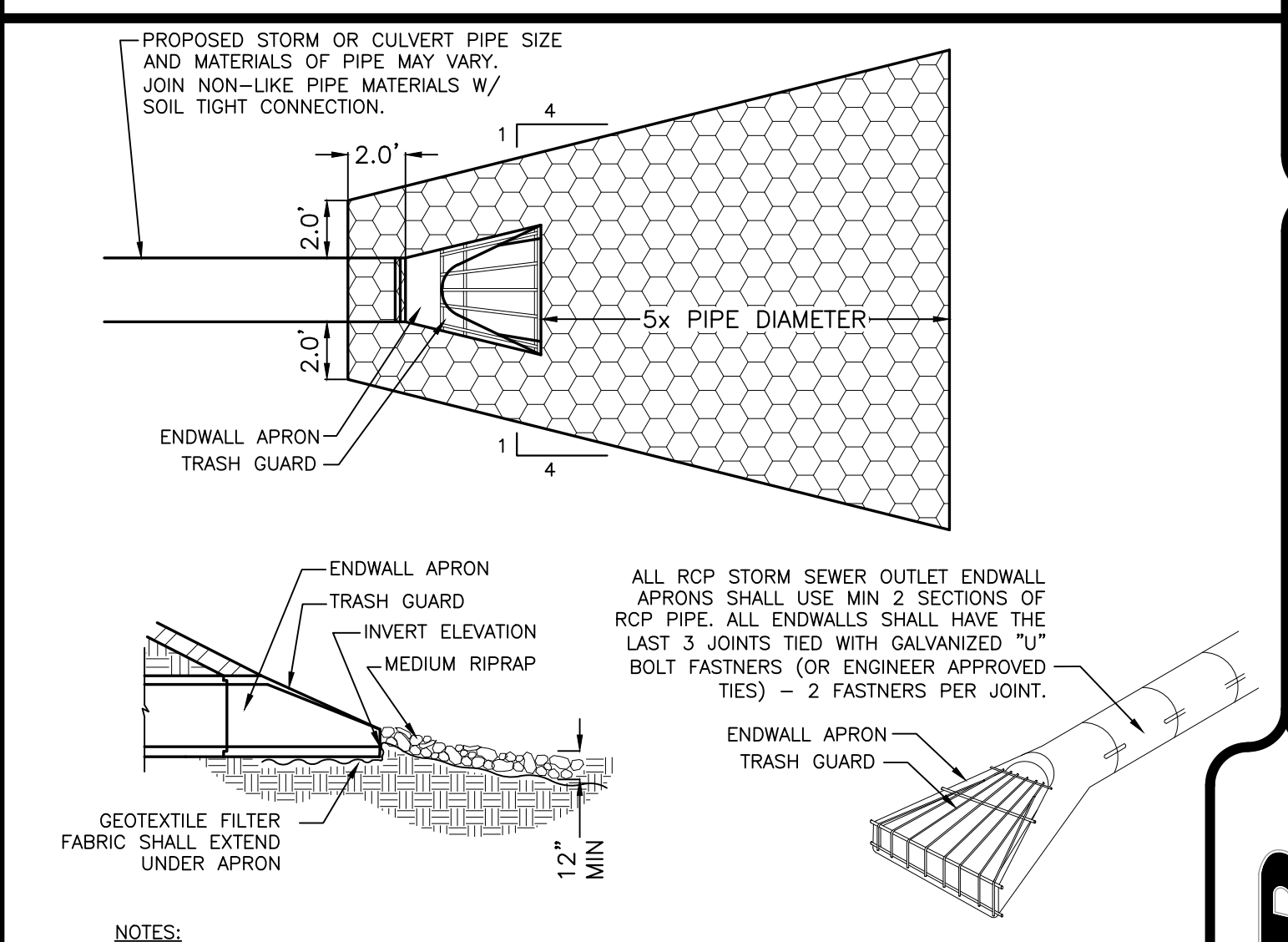
EROSION CONTROL BLANKET

10  
C6.0



SILT FENCE

11  
C6.0



ENDWALL STRUCTURE

12  
C6.0

| REVISIONS    |            |
|--------------|------------|
| CHECKED:     | JJL        |
| DRAWN:       | MAJ        |
| DATE:        | 01/23/2024 |
| PROJECT NO.: | 24.0113    |

CONSTRUCTION DETAILS

DGI-WAUPUN, LLC  
DG - WAUPUN  
CITY OF WAUPUN  
FOND DU LAC CO, WI

Civil Engineering  
Land Surveying  
Landscape Architecture  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

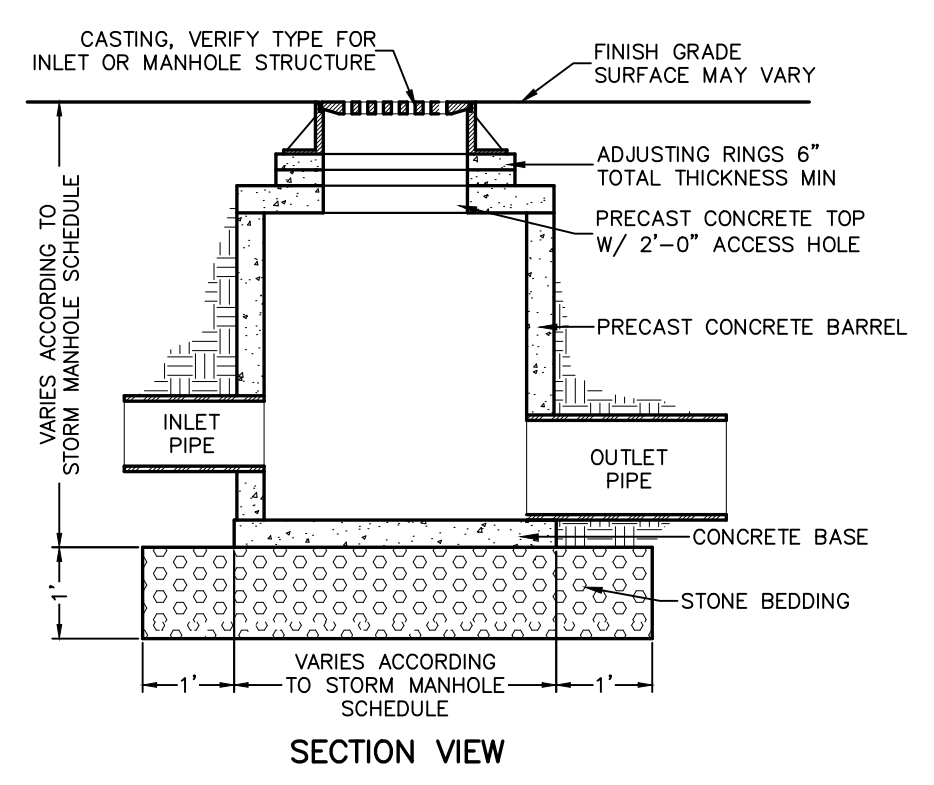
Point of Beginning

SHEET C6.0

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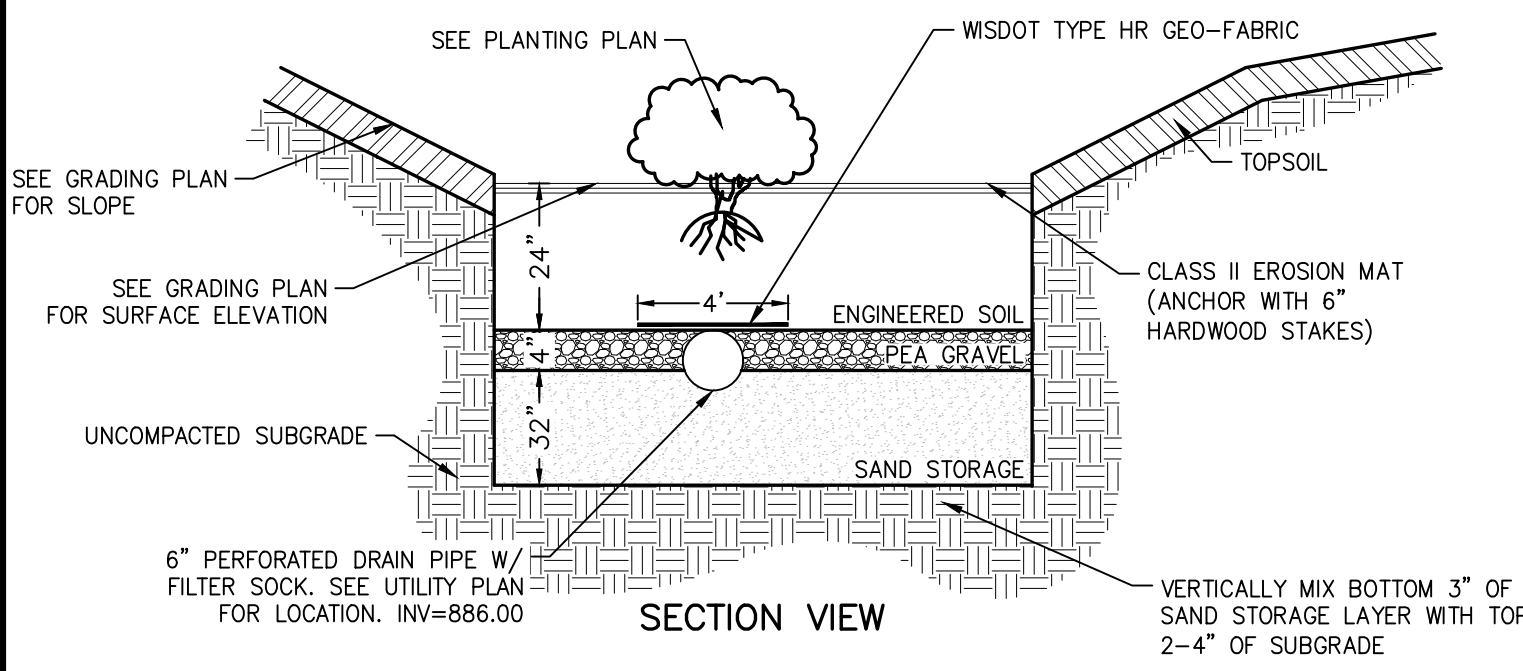


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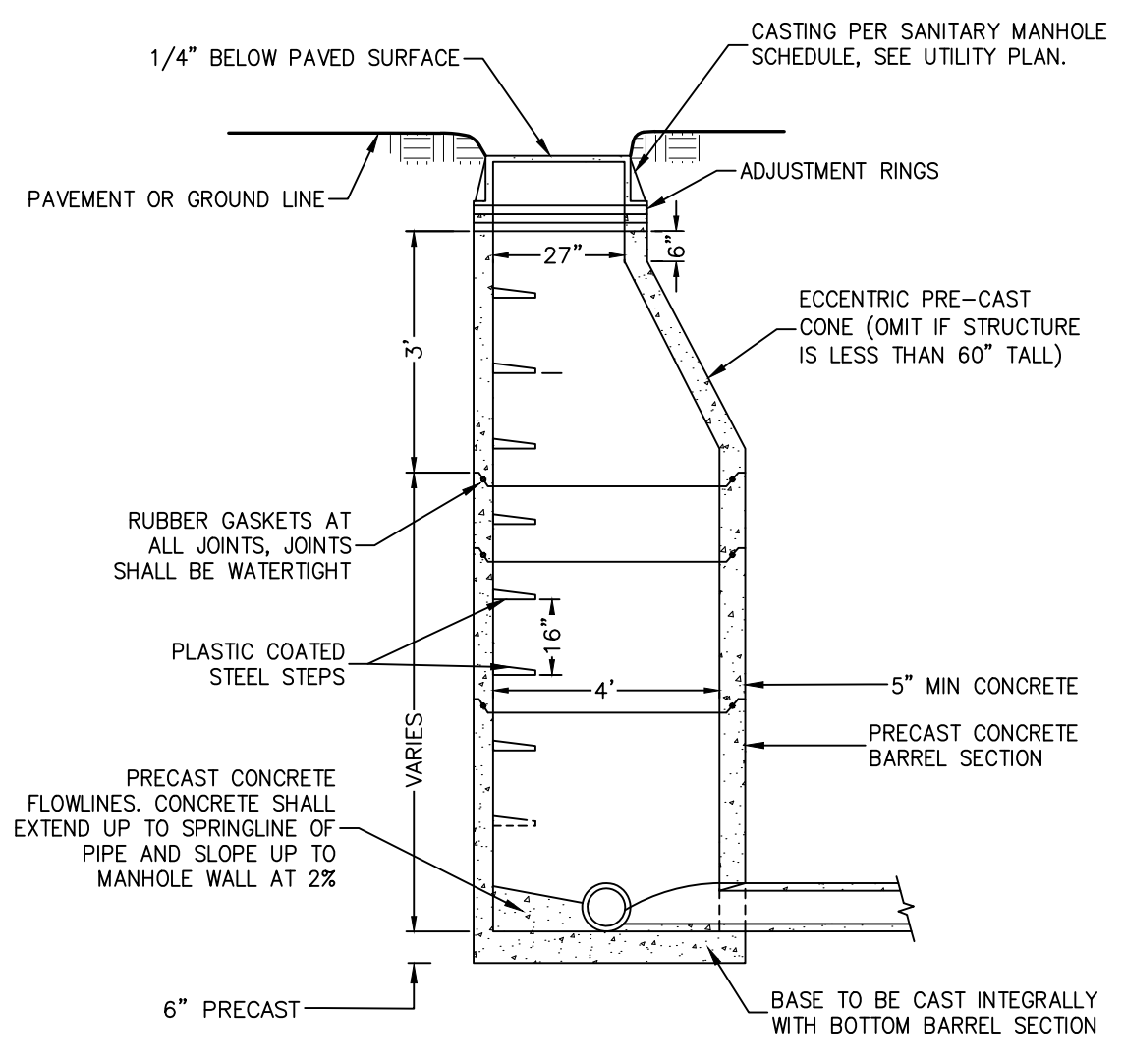
- NOTES:
- DRAINAGE SHALL BE INSTALLED AROUND ALL NEW & EXISTING MANHOLES WITHIN PAVED AREAS, UNLESS OTHERWISE NOTED ON PLANS.
  - MANHOLES STEPS SHALL BE INSTALLED IN ALL STORM STRUCTURES EXCEEDING A TOTAL HEIGHT OF 5.0'.

STORM MANHOLE



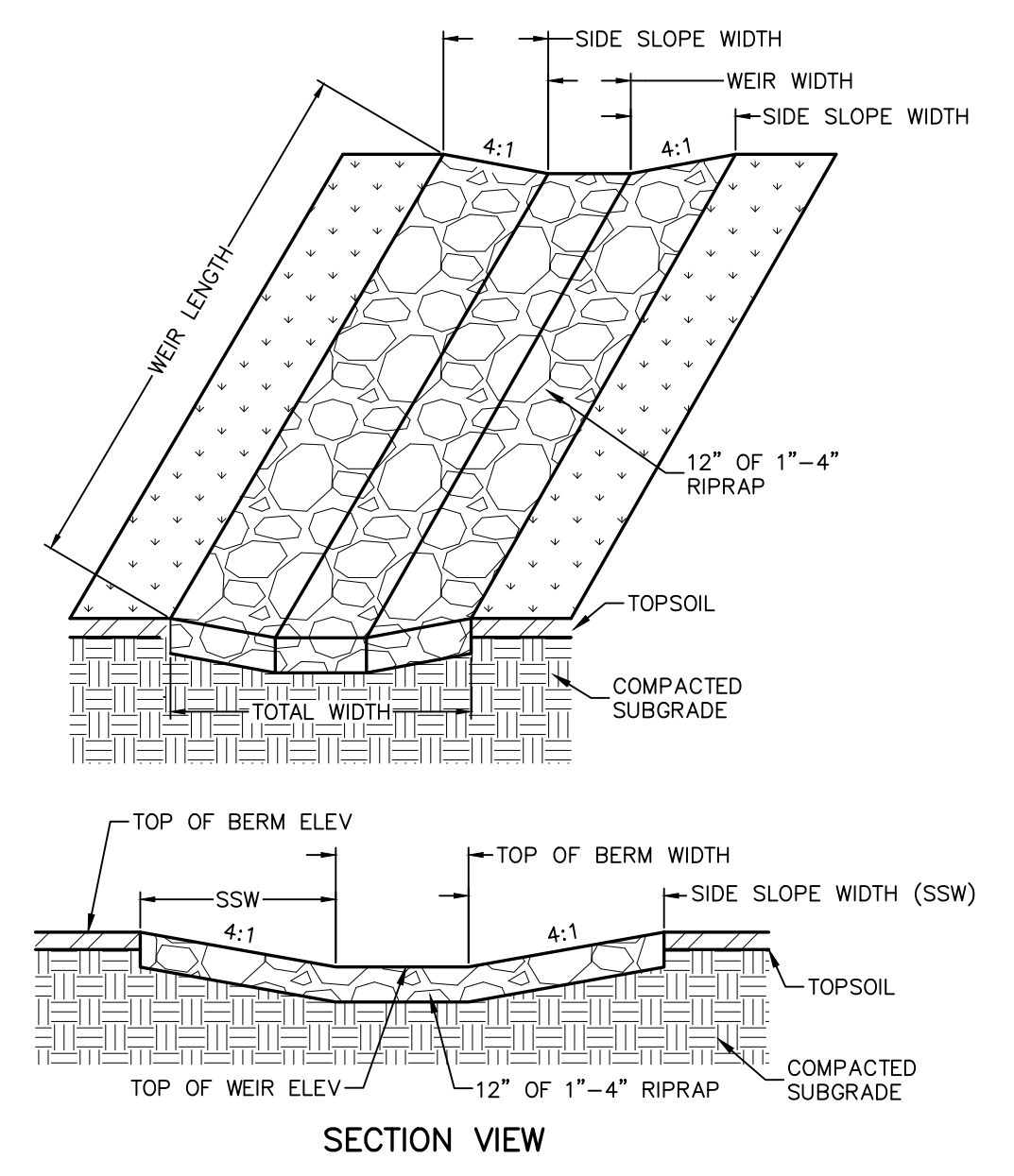
- NOTES:
- INSTALL ENGINEERED SOIL AFTER SITE PAVING IS COMPLETE AND GRASS AREAS ARE ESTABLISHED.
  - NO MECHANICAL COMPACTION, INCLUDING EQUIPMENT TRACKING.
  - INSTALL ENGINEERED SOIL IN 6" LIFTS. SPINKLER WATER EACH LIFT TO SIMULATE RAINFALL AND PROMOTE NATURAL SETTLEMENT.
  - ENGINEERED SOIL SHALL CONSIST OF 70 TO 85% SAND AND 15 TO 30% COMPOST, BY VOLUME.
  - ENGINEERED SOIL SHALL MEET ONE OF THE FOLLOWING GRADATION REQUIREMENTS:
    - USDA COARSE SAND (.02 - .04 INCHES)
    - ASTM C33 (FINE AGGREGATE CONCRETE SAND)
    - WISCONSIN STANDARDS AND SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.5.3.4. (FINE AGGREGATE CONCRETE SAND) 2005 EDITION, OR AN EQUIVALENT AS APPROVED BY THE ADMINISTERING AUTHORITY. THE PREFERRED SAND COMPONENT CONSISTS OF MOSTLY SiO<sub>2</sub>, BUT SAND CONSISTING OF DOLMITE OR CALCIUM CARBONATE MAY ALSO BE USED. MANUFACTURED SAND OR STONE DUST IS NOT ALLOWED. THE SAND SHALL BE WASHED AND DRAINED TO REMOVE CLAY AND SILT PARTICLES PRIOR TO MIXING.
  - COMPOST SHALL MEET WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATION S100, COMPOST.
  - ENGINEERED SOIL SHALL BE FREE OF ROCKS, STUMPS, ROOTS, BRUSH OR OTHER MATERIAL OVER 1 INCH IN DIAMETER.
  - ENGINEERED SOIL SHALL HAVE A PH BETWEEN 5.5 AND 6.5 AND HAVE ADEQUATE NUTRIENT CONTENT FOR PLANT GROWTH.
  - SAND STORAGE SHALL CONSIST OF SAND MEETING ONE OF THE ABOVE MENTIONED SAND GRADATIONS.

BIO-INFILTRATION BASIN

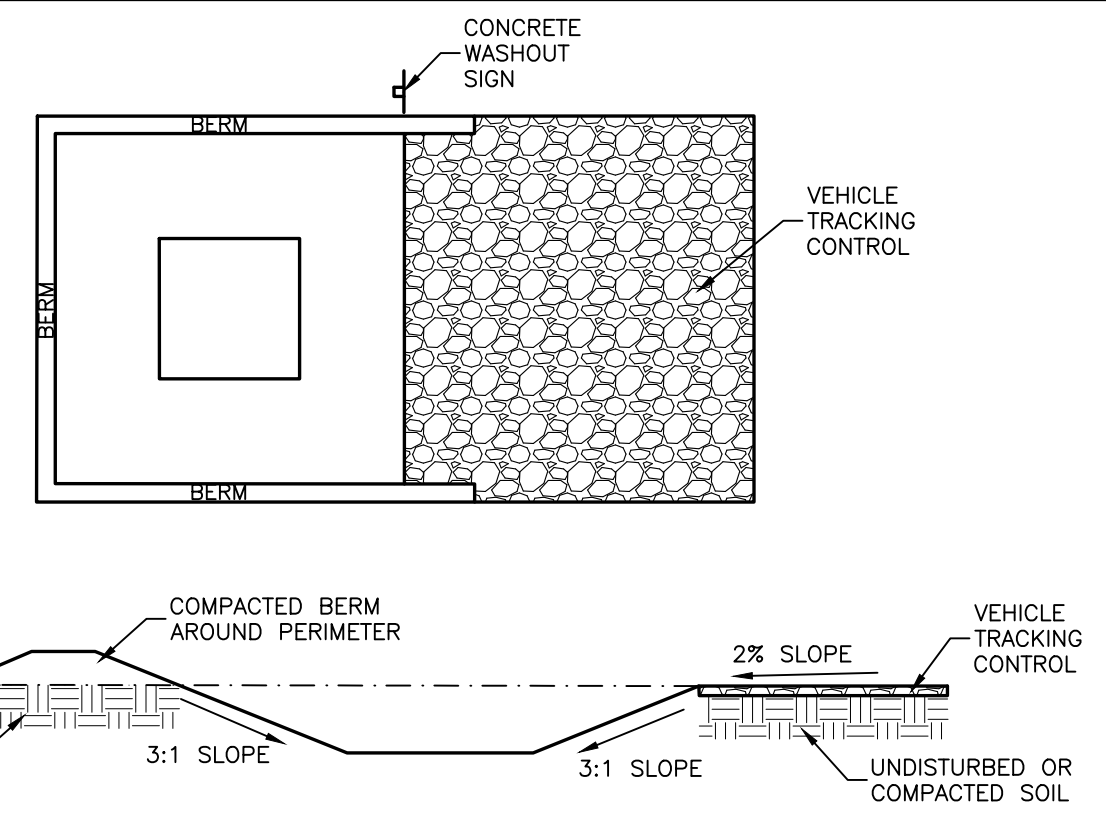


- NOTES:
- MANHOLES SHALL BE PRECAST REINFORCED CONCRETE, MANUFACTURED TO MEET ASTM C-478.
  - CONNECT PIPES TO MANHOLE WITH WATER-TIGHT RUBBER BOOT CONNECTORS, DESIGNED FOR WASTEWATER APPLICATIONS AND APPLICABLE PIPE MATERIAL. INSTALL PER MANUFACTURER GUIDELINES.

SANITARY STRUCTURE

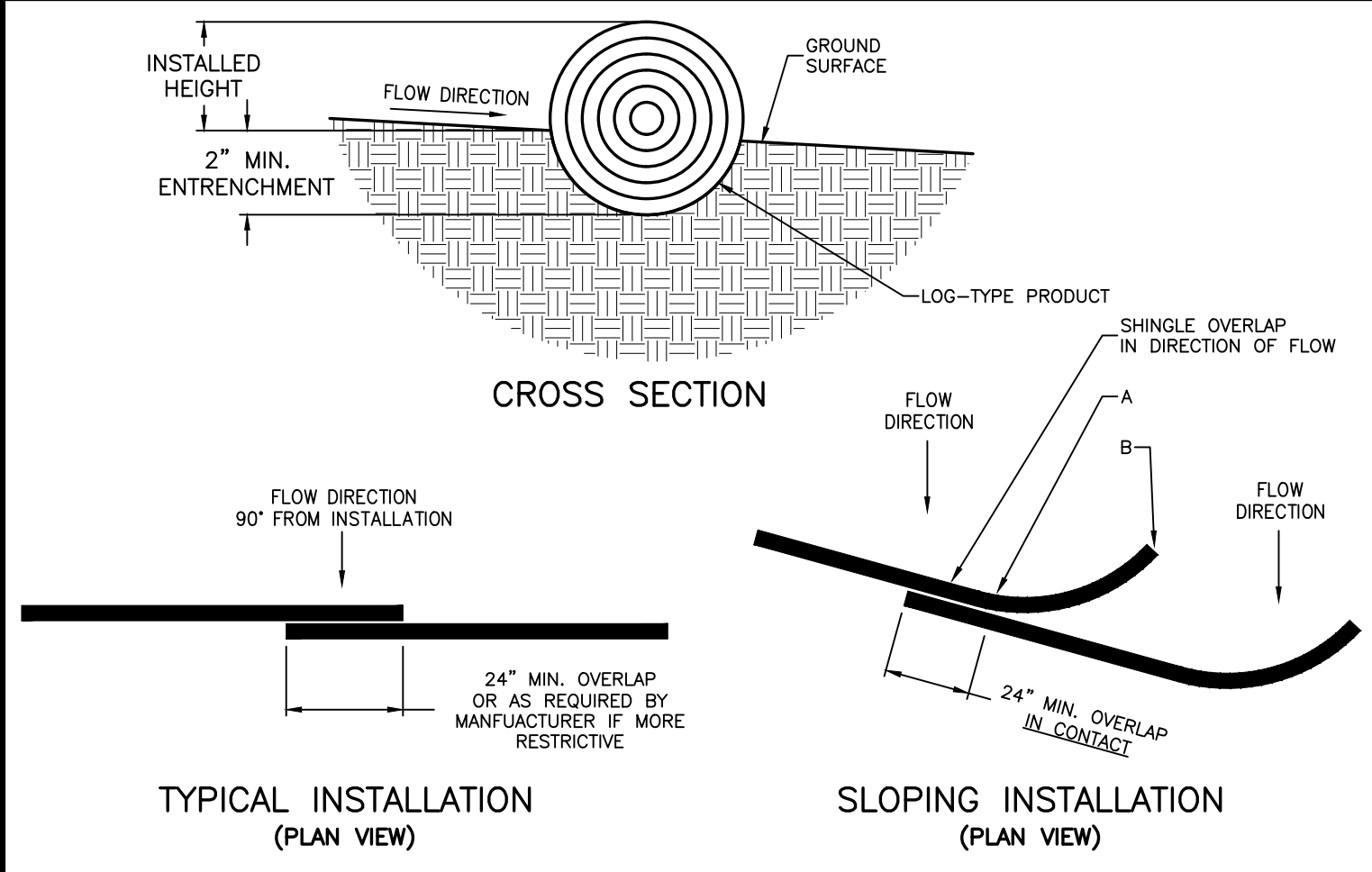


OVERFLOW WEIR



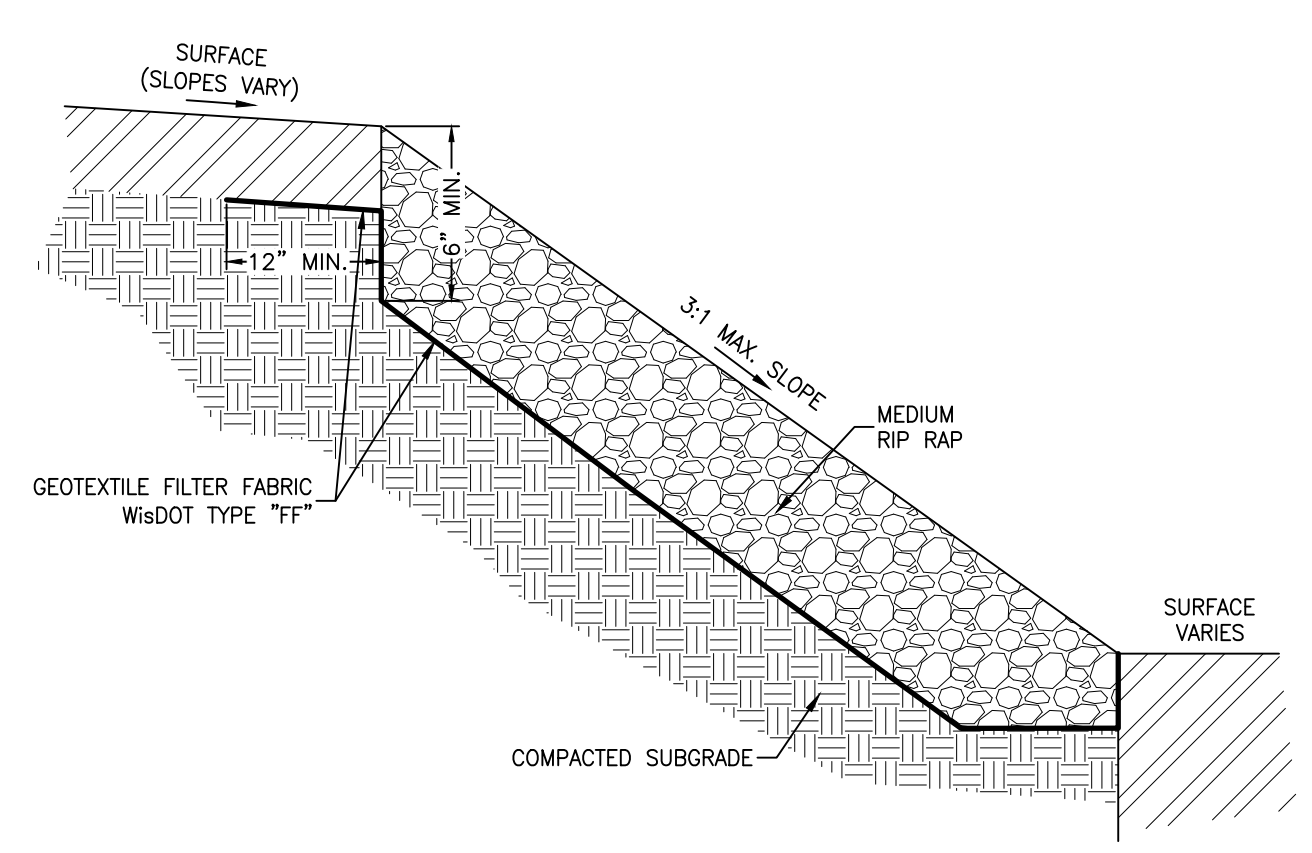
- NOTES:
- DO NOT LOCATE AN UNLINED CONCRETE WASHOUT AREA (CWA) WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE SHOULD BE USED.
  - THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
  - CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' WITH SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1. THE PIT SHALL BE AT LEAST 3' DEEP.
  - BERM SURROUNDING SIDES AND BACK OF CWA SHALL HAVE A MINIMUM HEIGHT OF 1'.
  - VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS CWA PIT.
  - SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

CONCRETE WASHOUT AREA

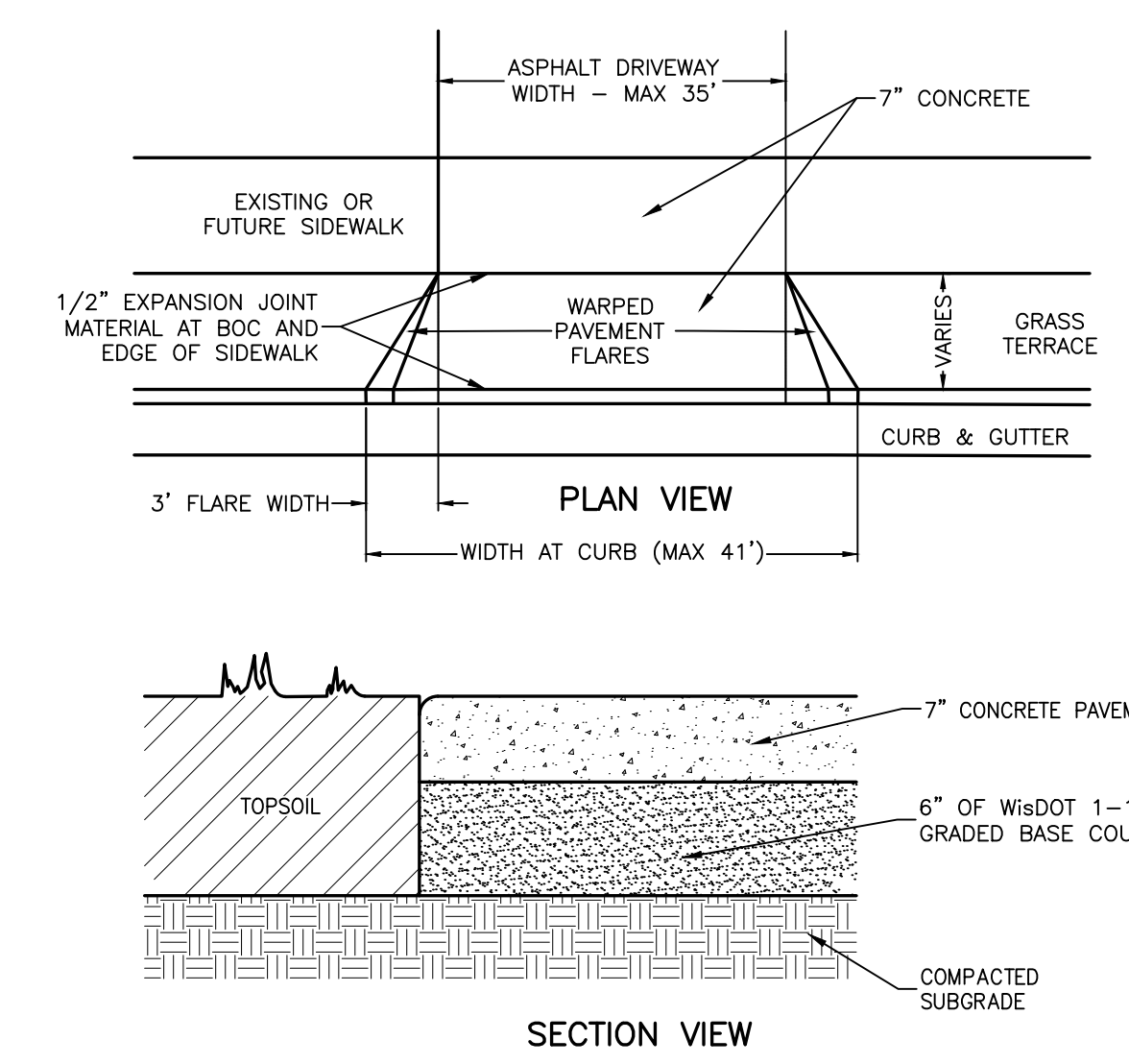


- NOTES:
- USE WDMR T.S. 1071 "INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS."
  - INSTALLED HEIGHT IS MEASURED FROM THE UPSLOPE GROUND SURFACE TO THE TOP OF THE PRODUCT. DUE TO SETTLEMENT &/OR DEFORMATION, THE INSTALLED HEIGHT MAY NOT BE EQUIVALENT TO THE NOMINAL DIAMETER OF THE PRODUCT.
  - J-HOOKS SHALL BE INSTALLED SO THAT THE GROUND-PRODUCT INTERFACE ELEVATION AT LOCATION "B" IS HIGHER THAN THE TOP OF PRODUCT ELEVATION AT LOCATION "A" TO CREATE A WEIR AT POINT "A".
  - J-HOOKS SHALL BE INSTALLED EVERY 2 VERTICAL FEET OF DROP ALONG THE LENGTH OF THE INSTALLATION.
  - STAKE OVERLAP AS REQUIRED BY MANUFACTURER.
  - INSPECT DITCH CHECK FOR DEFICIENCIES PRIOR TO FORECASTED RAIN EVENTS, DAILY DURING EXTENDED RAIN EVENTS, AFTER RAIN EVENTS, AND AT 1-WEEK INTERVALS.
  - REMOVE SEDIMENT BEHIND DITCH CHECK BEFORE SEDIMENT LEVEL REACHES THE HALFWAY POINT BETWEEN THE GROUND SURFACE AND TOP OF THE DITCH CHECK.

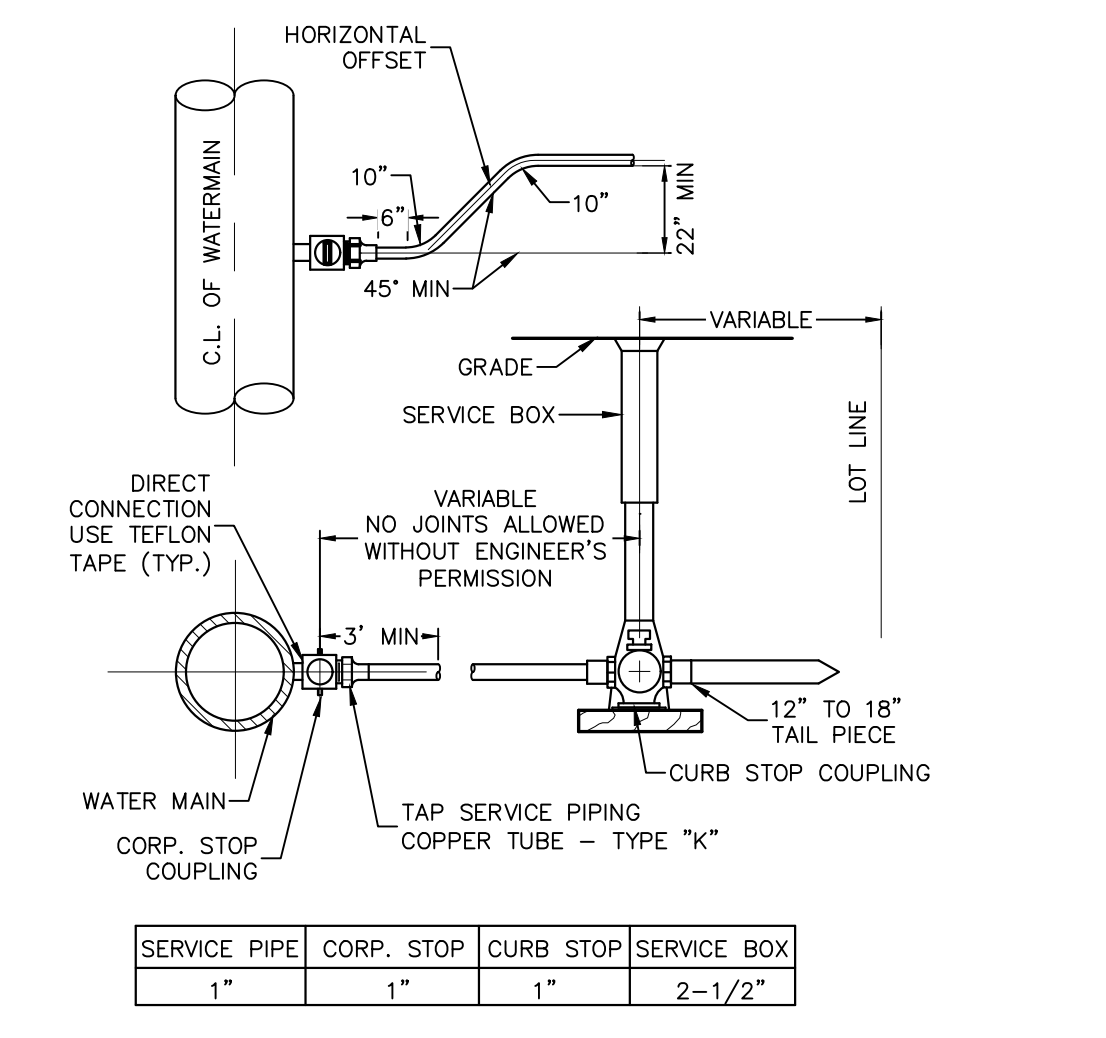
TEMPORARY DITCH CHECK



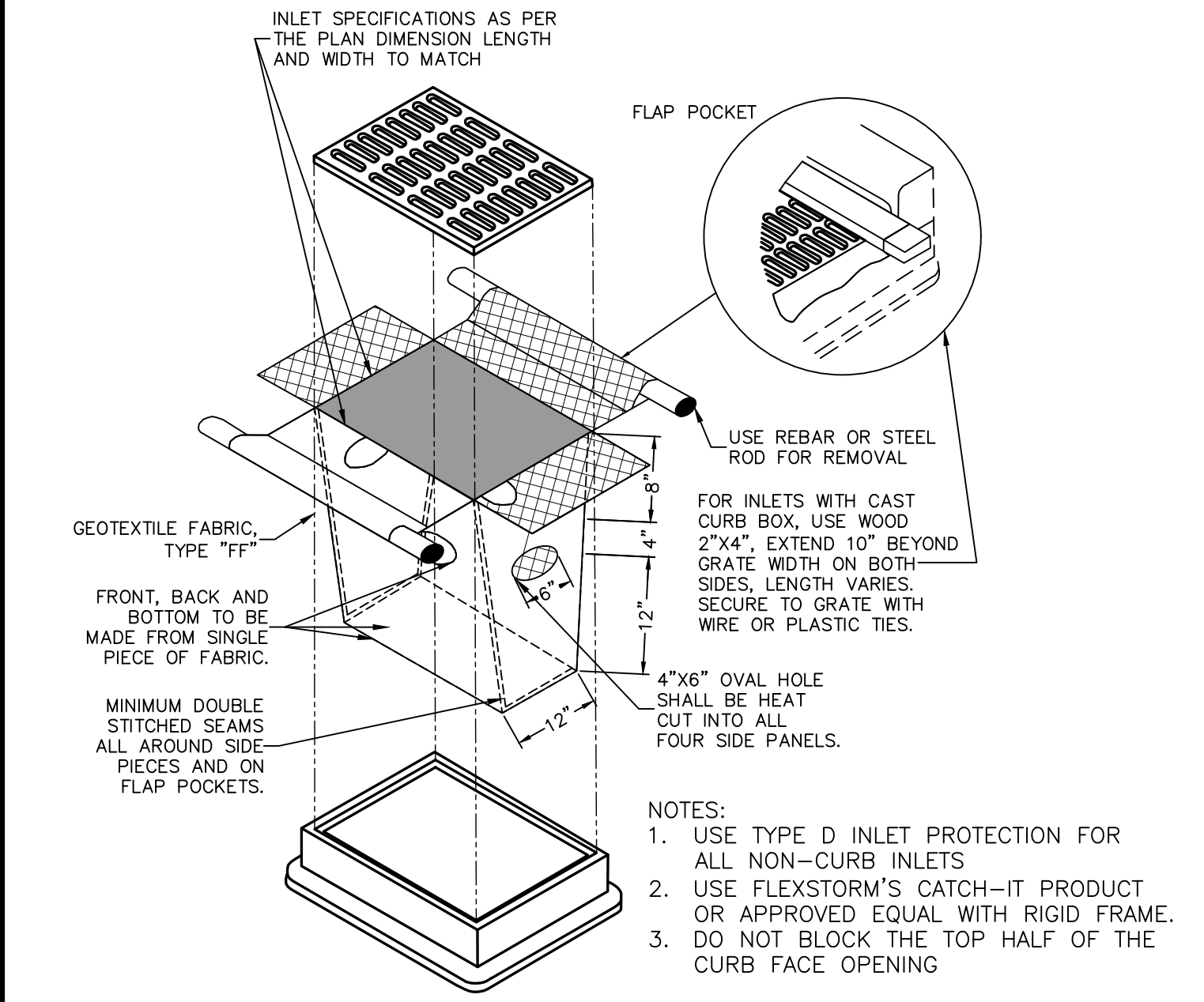
RIP RAP AREA



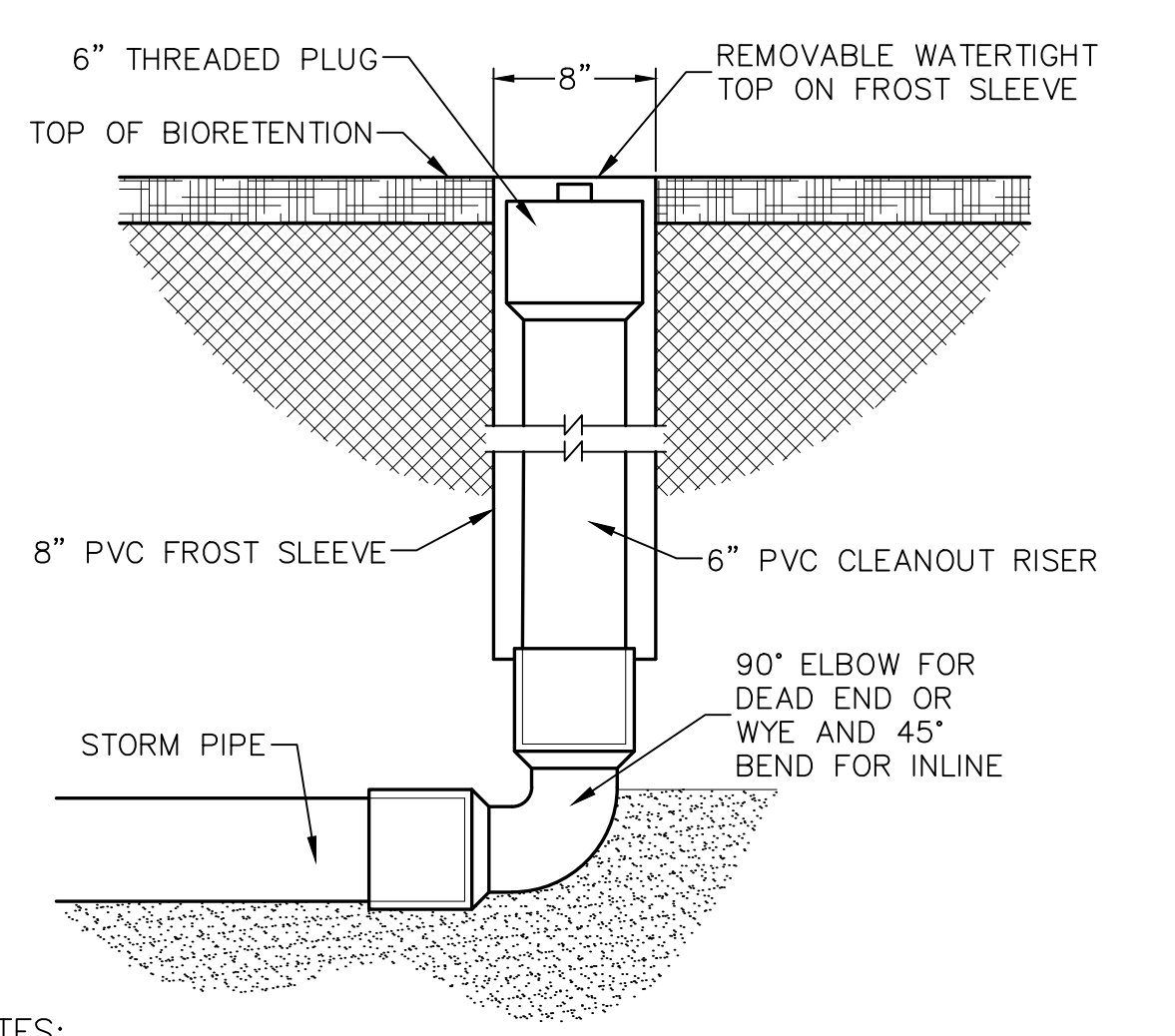
CONCRETE DRIVE APRON



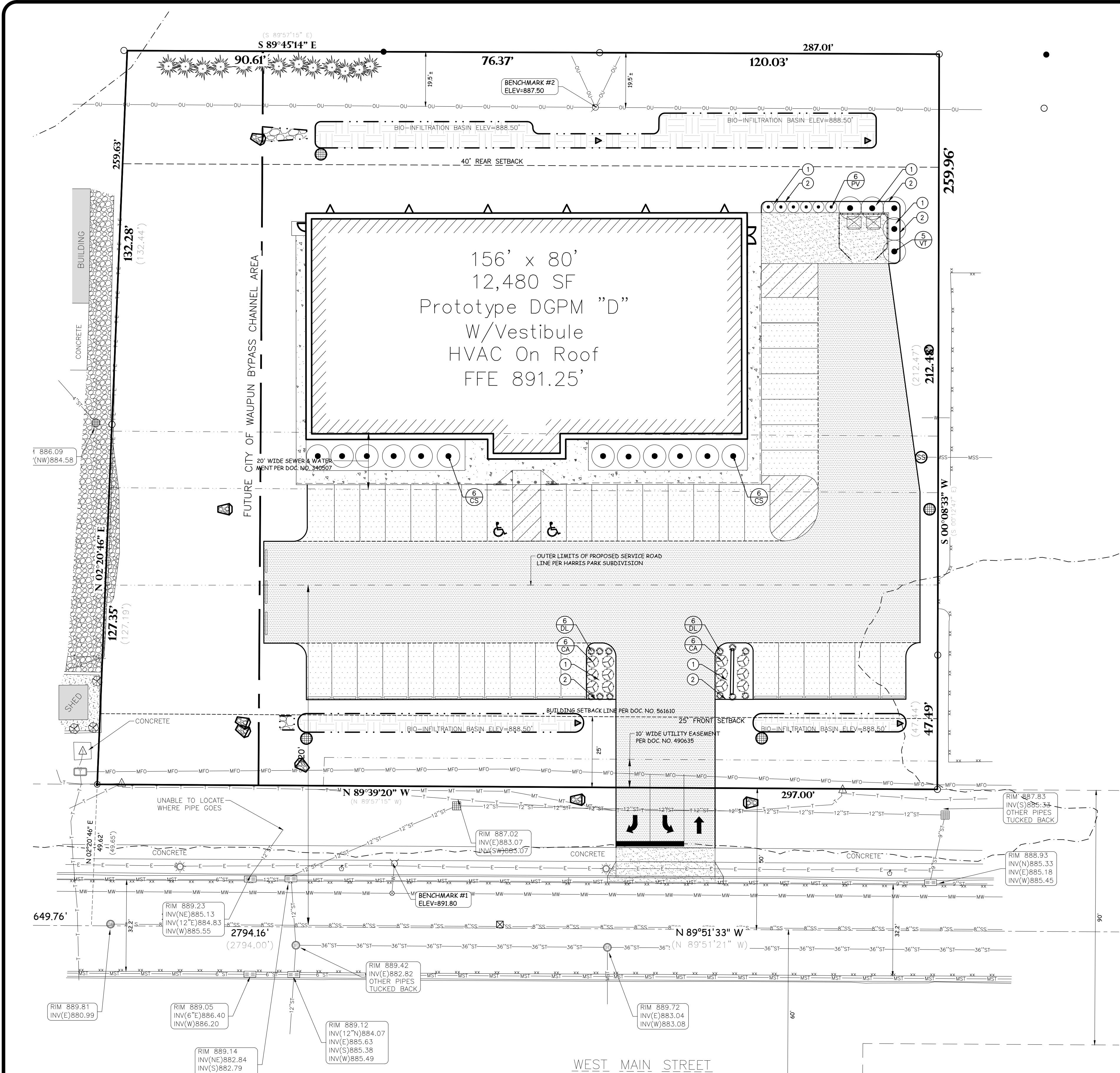
WATER VALVE



INLET PROTECTION



STORM CLEANOUT



**BENCHMARK:**

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

**BENCHMARK #1**  
BURY BOLT ON HYDRANT.  
LOCATED ON THE NORTH SIDE OF WEST MAIN STREET  
(ALSO KNOWN AS S.T.H. #497), APPROXIMATELY 275 FEET  
EAST OF THE INTERSECTION OF WEST MAIN STREET AND  
NORTH HARRIS AVENUE.  
ELEVATION = 891.80

**BENCHMARK #2**  
60# SPIKE ON SOUTH SIDE OF POWER POLE.  
LOCATED ON THE NORTH SIDE OF THE SURVEYED  
PROPERTY.  
ELEVATION = 887.50

**UTILITY DISCLAIMER:**

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

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**GENERAL NOTES:**

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
- SEED/FERTILIZE/CRIMP HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION.
- ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.
- EDG-KING LANDSCAPE EDGING OR EQUAL SHALL BE PLACED AROUND ALL LANDSCAPE BEDS.
- 3" OF SHREDDED BARK MULCH SHALL BE PLACED IN ALL PLANTING BEDS.
- FILTER FABRIC SHALL BE PLACED BENEATH ALL LANDSCAPE BARK MULCH.
- COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

**PLANTING SCHEDULE:**

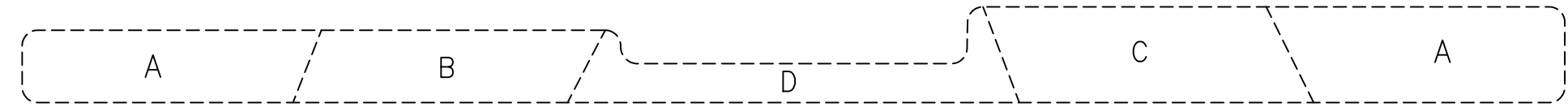
| SHRUBS SYMBOLS | BOTANICAL NAME                  | COMMON NAME       | INSTALLATION SIZE (HT) | SIZE AT MATURITY | QUANTITY |
|----------------|---------------------------------|-------------------|------------------------|------------------|----------|
| CS             | CORNUS STOLONIFERA              | RED-OSIER DOGWOOD | 18"                    | 4'T X 5'W        | 12       |
| DL             | DIERVILLA LONICERA              | BUSH HONEYSUCKLE  | 12"                    | 3'T X 3'W        | 12       |
| VT             | VIBURNUM TRILOBUM 'J.N. SELECT' | REDWING VIBURNUM  | 36"                    | 10'T X 8'W       | 5        |

| PERENNIALS SYMBOLS | BOTANICAL NAME                             | COMMON NAME                      | INSTALLATION SIZE | SIZE AT MATURITY | QUANTITY |
|--------------------|--|----------------------------------|-------------------|------------------|----------|
| CA                 | CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' | KARL FOERSTER FEATHER REED GRASS | 24"               | 5'-7'T           | 12       |
| PV                 | PANICUM VIRGATUM 'SHENANDOAH'              | SHENANDOAH SWITCH GRASS          | 24"               | 3'-6'T           | 6        |

**KEYNOTES:**

- ① LANDSCAPE MULCH - SEE GENERAL NOTES #8 & #9
- ② LANDSCAPE EDGING, TYP.- SEE GENERAL NOTE #7



**NORTH BASIN**

| PLANT CLUSTER | SIZE | TOTAL PLUGS |
|---------------|------|-------------|
| A             | PLUG | 385         |
| B             | PLUG | 165         |
| C             | PLUG | 228         |
| D             | PLUG | 158         |

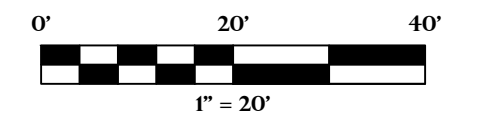
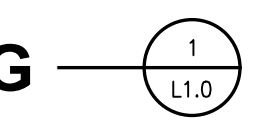
| BOTANICAL NAME            | COMMON NAME       |
|---------------------------|-------------------|
| A-ASTER NOVAE-ANGLIAE     | NEW ENGLAND ASTER |
| B-SCHIZACHYRIUM SCOPARIUM | LITTLE BLUESTEM   |
| C-RUDBECKIA HIRTA         | BLACK-EYED SUSAN  |
| D-SPARTINA PECTINATA      | PRAIRIE CORDGRASS |

\*\*1 PLUG FOR EVERY 2 SQUARE FEET

**SOUTH BASINS**

| PLANT SYMBOLS | BOTANICAL NAME   | COMMON NAME      | INSTALLATION SIZE | QUANTITY |
|---------------|------------------|------------------|-------------------|----------|
| ⊙             | CORNUS SERICEA   | RED TWIG DOGWOOD | 3 GAL.            | 29       |
| •             | PANICUM VIRGATUM | SWITCH GRASS     | 3" POT            | 60       |

**BIO-INFILTRATION BASIN PLANTING**



|             |            |
|-------------|------------|
| CHECKED:    | J.J.L.     |
| DRAWN:      | MAJ        |
| DATE        | 01/23/2024 |
| PROJECT NO. | 24.0113    |

**LANDSCAPE PLAN**

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**DG - WAUPUN**  
**CITY OF WAUPUN**  
**FOND DU LAC CO, WI**

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Point of Beginning