



**CITY OF NEW BERLIN
COMMON COUNCIL MEETING
Tuesday, February 22, 2022
FOLLOWING 6:00 PM COMMITTEE OF THE WHOLE
Zoom Meeting**

The Council has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 861 6249 1940
- Following this direct link to the meeting: <https://us02web.zoom.us/j/86162491940>
- Find your local number: <https://us02web.zoom.us/j/86162491940>

AGENDA

CALL TO ORDER, PLEDGE OF ALLEGIANCE

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

February 8, 2022 Common Council Meeting Minutes

REPORTS

City Clerk

Council President

Mayor

COMMUNICATIONS

BOARD OF PUBLIC WORKS

ITEM 11-20 Approve the Development Agreement for the property located at 5295 S. Moorland Road

ITEM 02-22 Recommendation to the Common Council to approve the Relocation Order for the reconstruction of Lincoln Avenue and place on file with the County Clerk.

SAFETY COMMISSION

Recommend to Common Council to approve "No Parking" signs to be erected on the East side of Forest Ridge Drive from Beloit Road to Lindenwood Drive.

MAYORAL APPOINTMENTS

Recommend the appointment of Patricia Palechek to the Police & Fire Commission with term effective immediately and expiring 4/30/2024.

DEFERRED, REFERRED & TABLED ITEMS

ITEMS REMOVED FROM CONSENT AGENDA, if any

CONSENT AGENDA*****

MINUTES

February 8, 2022 Committee of the Whole Meeting Minutes

UTILITY & FINANCE

Approval of February 22, 2022 Water Utility claims in the amount of \$151,389.66, Sewer Utility claims in the amount of \$4,952.42 and General City claims in the amount of \$1,472,005.47. US Bank VISA EFT of 24,517.45. WE Energies EFT of \$59,609.54 ACH DATES JAN 2022 (DECEMBER USAGE)

MISCELLANEOUS

Discussion and possible action regarding the West Allis/West Milwaukee School District ability to connect to the City of New Berlin Fiber located at Hickory Grove School.

Recommend the Common Council approve the appointment of Jim Burns to the position of Emergency Management Manager.

Department Update from Community Development Director, Greg Kessler

END CONSENT AGENDA*****

CLOSED SESSION

The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(g) of the Wisconsin State Statutes. (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically:

Jeter Claim

The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(e) of the Wisconsin State Statutes. (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business whenever competitive or bargaining reasons require a Closed Session, more specifically:

Discussion and Possible Action Regarding an Offer to Purchase the Glen Park Pumphouse Property

RECONVENE TO OPEN SESSION - Discussion and Possible Action on items listed below

Discussion and Possible Action Regarding the Jeter Claim

Discussion and Possible Action Regarding an Offer to Purchase the Glen Park Pumphouse Property

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Georgia Stanford (262) 786-8610.



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

February 8, 2022 Common Council Meeting Minutes

ATTACHMENTS:

1. 2/8/22 CC MINUTES

DEPARTMENT:

CLERK'S OFFICE

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: John Ford / Moorland Hospitality Group, LLC. / Hampton Inn & Suites Hotel

LOCATION: 5295 S. Moorland Road

REQUEST: Approval of a Development Agreement for the property located at 5295 S. Moorland Road

DCD RECOMMENDATION: Approval of the Development Agreement for Moorland Hospitality Group, LLC., a proposed development on the property located at 5295 S. Moorland Road subject to final review as to form by the City Attorney and final plans on file.

1. General:

- a. Applicant shall have an approved Development Agreement prior to issuance of Building Permits for the building. The Development Agreement shall be recorded at the Waukesha County Register of Deeds.
- b. This project is utilizing a "Pay-as-you-go" Tax Increment Financing (TIF) within Tax Increment District No. 4, approved June 4, 2020.
- c. Infrastructure improvements include public water main extension, private sanitary lateral, storm water main, storm water management facilities, an access road, turn lane extension on Moorland Road, Earthwork, and Lighting along the access road.

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of June 15, 2020

John Ford / Moorland Hospitality Group, LLC. / Hampton Inn & Suites Hotel
5295 S. Moorland Road

DATE STAFF REPORT CREATED: June 8, 2020

DEVELOPER'S NAME: John Ford / Moorland Hospitality Group, LLC.

NAME OF DEVELOPMENT: Hampton Inn & Suites Hotel

TYPE OF DEVELOPMENT: Construction of a 66,866 square foot (109 room) hotel

NUMBER OF ACRES OF DEVELOPMENT: 5.69 Acres.

CURRENT ZONING: M-1 (Light Manufacturing District)

PLAN COMMISSION APPROVAL DATE: March 2, 2020

JOINT REVIEW BOARD APPROVAL DATE: June 4, 2020

SUMMARY OF INFRASTRUCTURE:

Sanitary Sewer:	1,125 LF (Private)
Water Main:	1,650 LF (Public)
Storm Sewer:	1,042 LF (Private)
Roadways:	950 LF(Private)
Public Sidepath	-
Street Lighting:	5 Lights (Private)

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, the majority of the site is considered environmental corridor. However, much of the site has already been clear cut / disturbed at an earlier date.

Wetlands on Property: Yes, the applicant completed a wetland delineation on May 22, 2019 by Wetland & Waterway Consulting, LLC. Wetlands will be registered on the City's Zoning Map.

Conservancy Districts (C-1, C-2): No

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: Site slopes to the southeast.

ALTERNATIVE TRANSPORTATION PLAN: N/A

ENVIRONMENTAL IMPACT: A Landscape Plan has been submitted.

STORM WATER MANAGEMENT / DRAINAGE PLAN: Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development. A storm water management plan has been submitted as part of the Use, Site, and Architecture approval.

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: Yes

Basin Capacity Available: Yes

Adequate Linkage: Yes

Onsite System Required: No

TRAFFIC IMPACT: Applicant has submitted a TIA supplement that was reviewed by the City of New Berlin and Waukesha County. (Section 275-58 requires a TIA with rezoning petitions, a development that exceed 100 peak hour trips or any development that Staff determines may have an adverse impact on traffic in the surrounding area). This is on file with DCD. The applicant will be required to add 150' to the left turn lane on Moorland Road, for Small Road.

ESTIMATED AMOUNT OF SURETY INSTRUMENT: 120% of the cost of all the Public Improvements
(To be determined once project is bid)

DCD RECOMMENDATION:

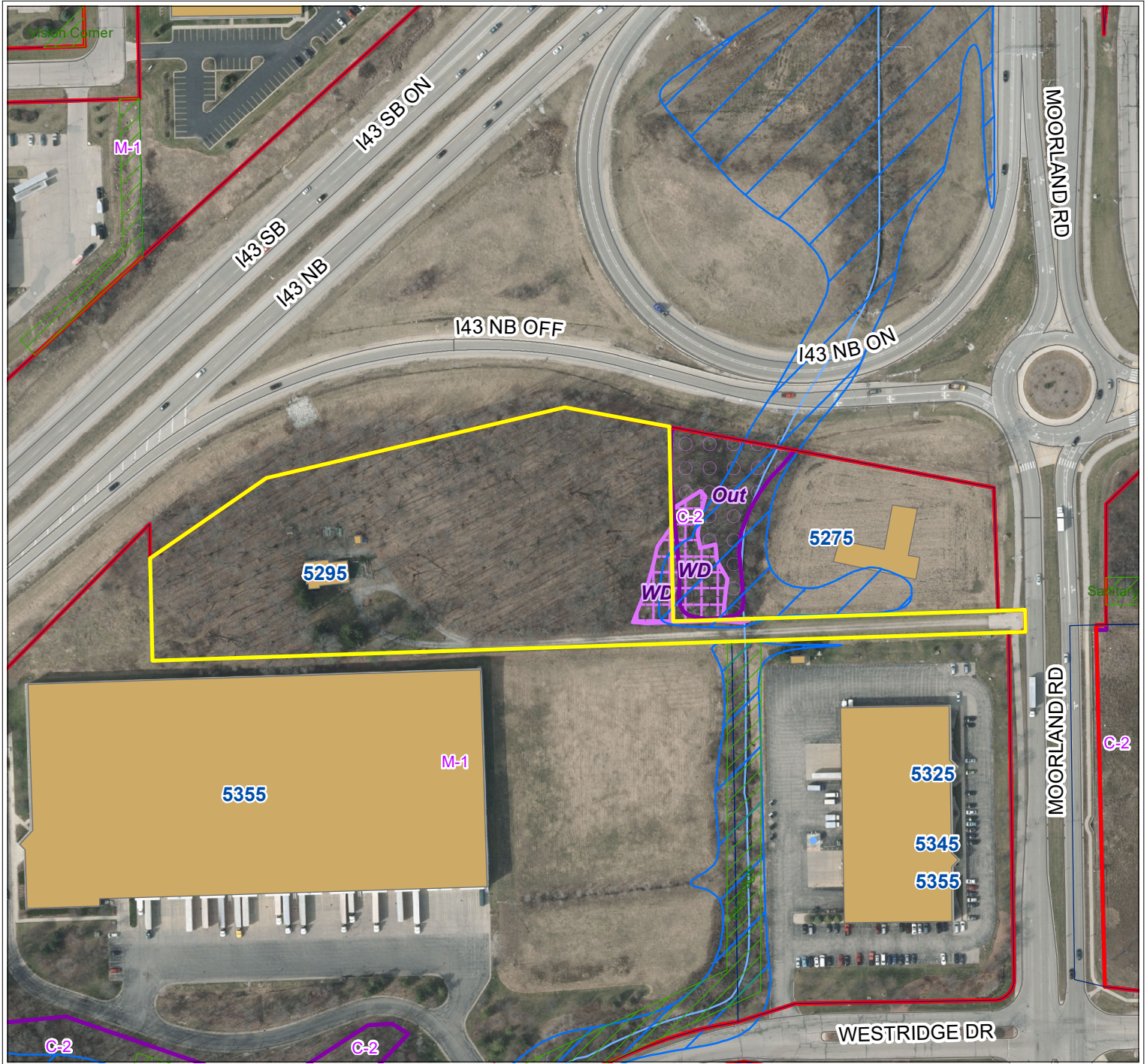
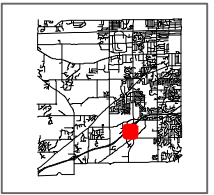
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SEE EXECUTIVE SUMMARY.

Attachments:

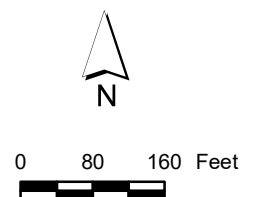
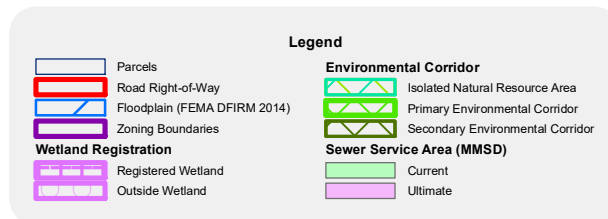
Location Map

Development Agreement

UA-1903328
Hampton Inn and Suites
5295 S. Moorland Road



City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org



The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
-STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
-THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
-WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
-WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
-CITY OF NEW BERLIN STANDARDS & REQUIREMENTS FOR DEVELOPMENT, LATEST EDITION.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING ALL EROSION CONTROL MEASURES AS ILLUSTRATED ON THE APPROVED PLAN. THE VILLAGE ENGINEER RESERVES THE RIGHT TO REQUIRE ANY ADDITIONAL EROSION CONTROL MEASURES AS DEEMED NECESSARY DURING THE COURSE OF CONSTRUCTION.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS DAILY (OR AS ORDERED BY ENGINEER) AS REQUIRED BY MUNICIPAL ORDINANCE.
12. ACCESS TO THE WORK AREA SHALL COME FROM THE ADJACENT PRIVATE LANDS AND NOT THE PAVEMENTS OR SHOULDERS OF THE HIGHWAY (I-43).
13. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND ADVANCE WARNING SIGNAGE ALONG S. MOORLAND RD., S. WESTRIDGE DR. & W. SMALL RD. DURING TRUCKING OPERATIONS AND PAVING, GRADING, & UTILITY WORK ALONG & WITHIN PUBLIC RIGHT-OF-WAY. THIS PLAN SHALL BE APPROVED BY THE CITY OF NEW BERLIN. TRAFFIC CONTROL MUST BE IN ACCORDANCE WITH M.U.T.C.D. STANDARDS.

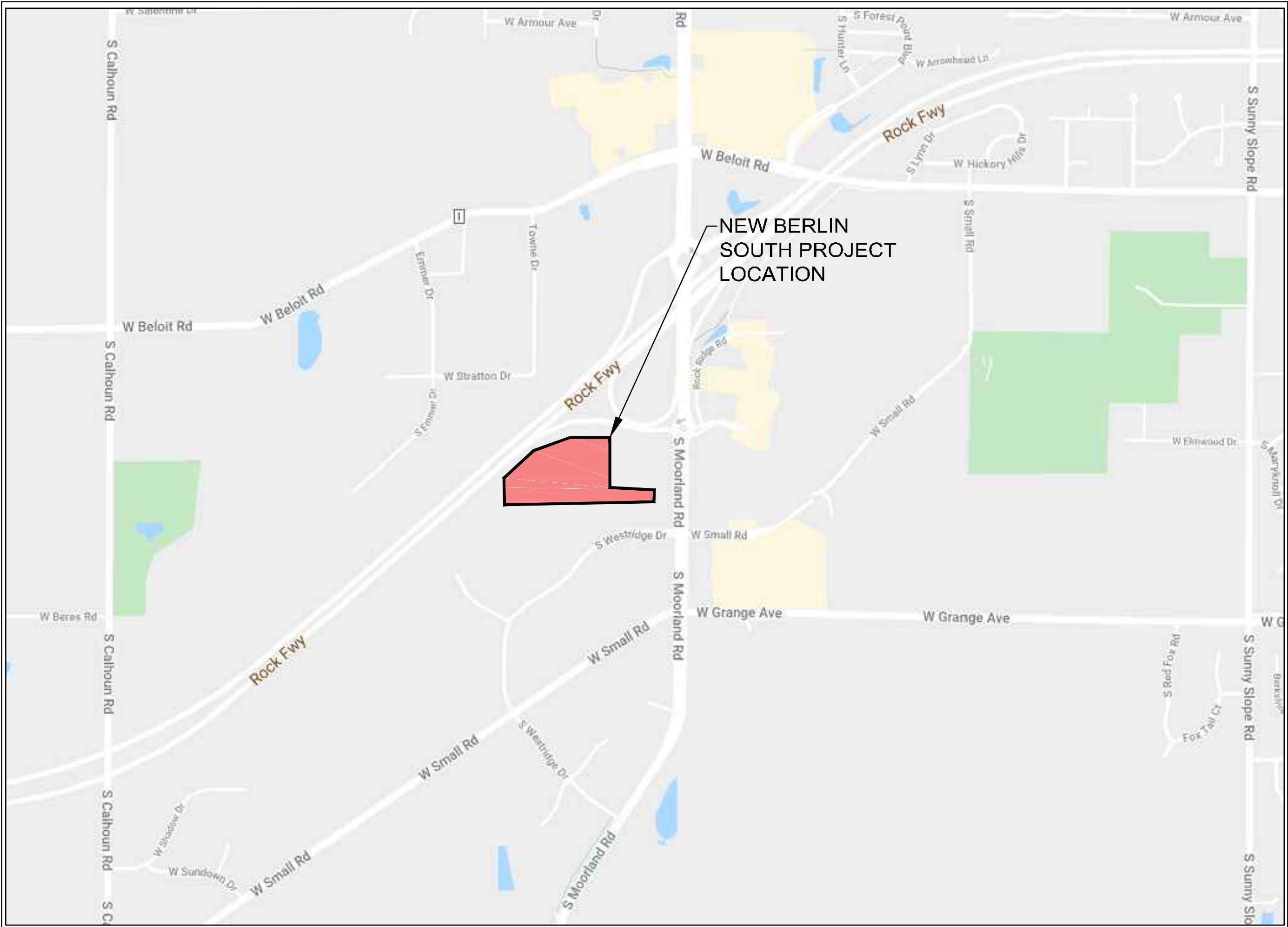


AERIAL SITE PHOTO
NOT TO SCALE



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

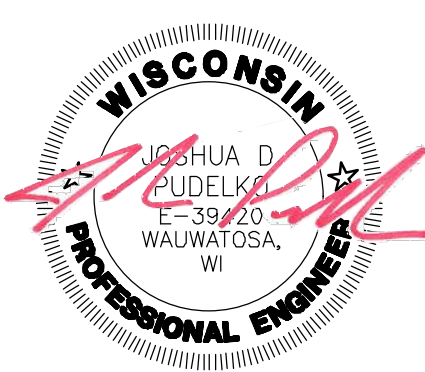
NOTE:
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SITE VICINITY MAP
NOT TO SCALE

SHEET INDEX

CIVIL		
T1	-	COVER SHEET
C1.0	-	EXISTING SITE PLAN
C1.1	-	DEVELOPMENT PLAN
C1.2	-	S. MOORLAND RD. LEFT TURN LANE PLAN
C2.0	-	GRADING PLAN
C2.1	-	EROSION CONTROL PLAN
C2.2	-	POND PLAN
C3.0	-	UTILITY PLAN
C3.1	-	WATER MAIN AND SANITARY SEWER PLAN & PROFILE
C3.2	-	WATER MAIN AND SANITARY SEWER PLAN & PROFILE
C4.0	-	CONSTRUCTION NOTES & DETAILS
C4.1	-	CONSTRUCTION NOTES & DETAILS
C4.2	-	PROJECT SPECIFICATIONS



4100 N. Calhoun Road, STE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
NEW BERLIN SOUTH
5235 S MOORLAND ROAD (CTH O)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

REVISION HISTORY

DATE	DESCRIPTION
01/27/2020	PER CITY REVIEW
03/27/2020	PER CITY REVIEW
04/07/2020	PER CITY REVIEW
08/08/2020	PER CITY REVIEW
09/04/2020	PER CITY REVIEW
12/14/2020	PER CITY REVIEW
01/05/2021	PER CITY REVIEW
11/30/2021	PER RETAINING WALL REV.

DATE:

NOVEMBER 30, 2021

JOB NUMBER:

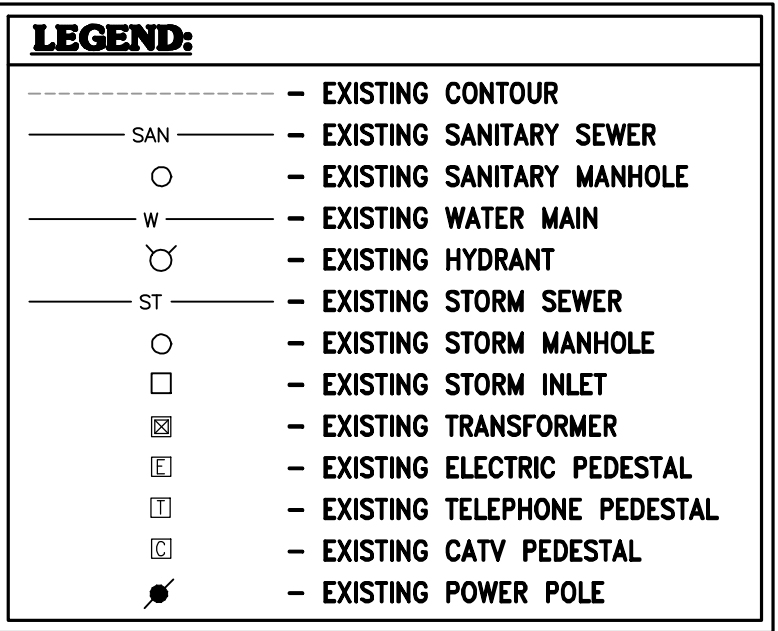
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DESCRIPTION:

COVER
SHEET

SHEET

T1



4100 N. Calhoun Road, STE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

**PROJECT:
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5295 S MOORLAND ROAD (CTH O)

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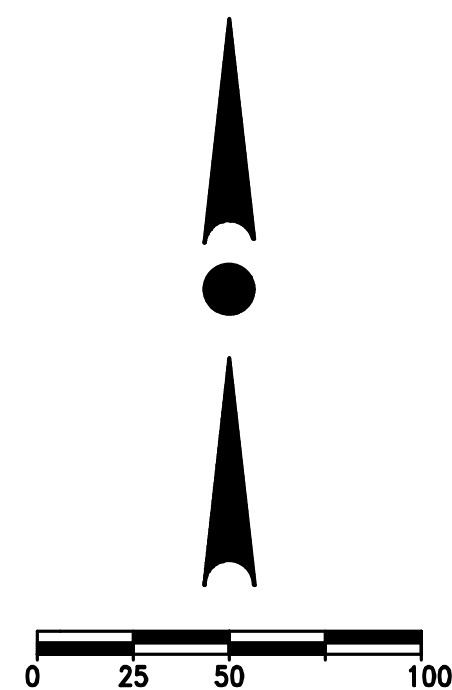
**EXISTING
SITE PLAN**

SHEET

C1.0

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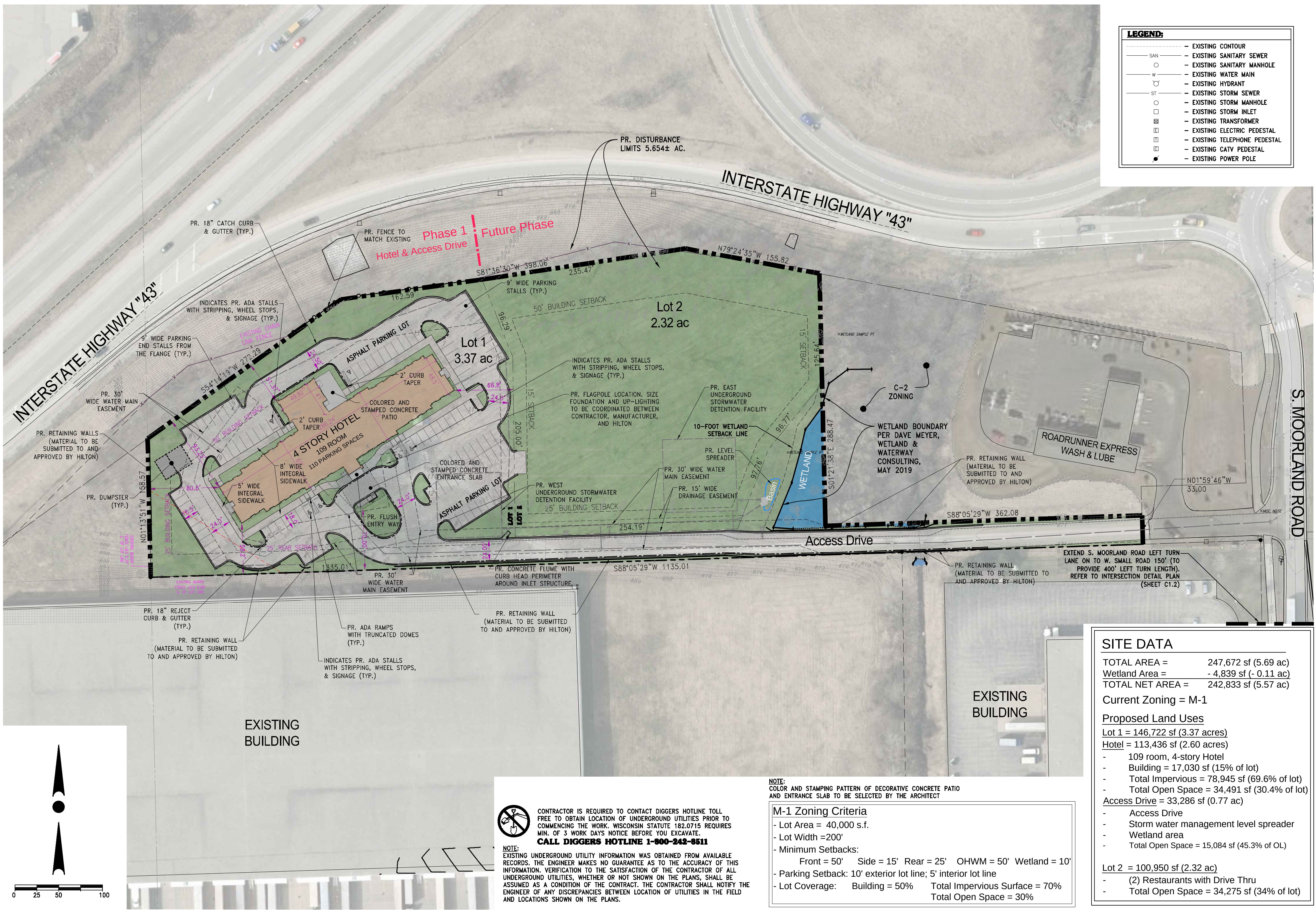
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DEVELOPMENT PLAN

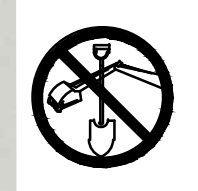
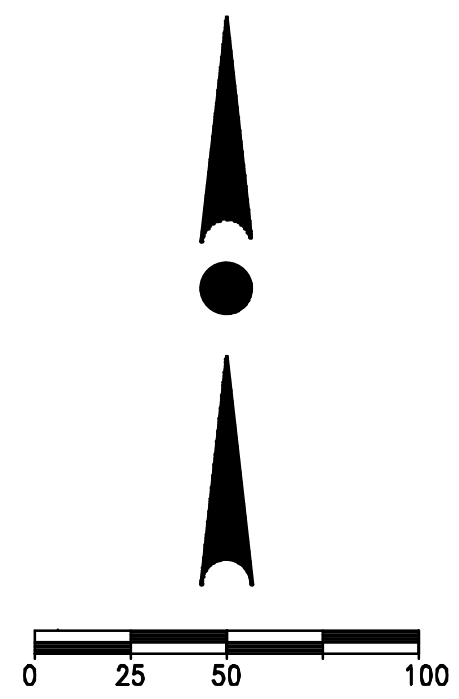
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LEGEND:	
— SAN —	— EXISTING CONTOUR
○	— EXISTING SANITARY SEWER
— W —	— EXISTING SANITARY MANHOLE
⊙	— EXISTING WATER MAIN
— ST —	— EXISTING HYDRANT
○	— EXISTING STORM SEWER
□	— EXISTING STORM MANHOLE
⊠	— EXISTING STORM INLET
⊞	— EXISTING TRANSFORMER
⊞	— EXISTING ELECTRIC PEDESTAL
⊞	— EXISTING TELEPHONE PEDESTAL
⊞	— EXISTING CATV PEDESTAL
●	— EXISTING POWER POLE



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NOTE:
COLOR AND STAMPING PATTERN OF DECORATIVE CONCRETE PATIO AND ENTRANCE SLAB TO BE SELECTED BY THE ARCHITECT

M-1 Zoning Criteria

- Lot Area = 40,000 s.f.
- Lot Width = 200'
- Minimum Setbacks:
 - Front = 50' Side = 15' Rear = 25' OHWM = 50' Wetland = 10'
- Parking Setback: 10' exterior lot line; 5' interior lot line
- Lot Coverage: Building = 50% Total Impervious Surface = 70%
Total Open Space = 30%

SITE DATA

TOTAL AREA = 247,672 sf (5.69 ac)
Wetland Area = 4,839 sf (- 0.11 ac)
TOTAL NET AREA = 242,833 sf (5.57 ac)

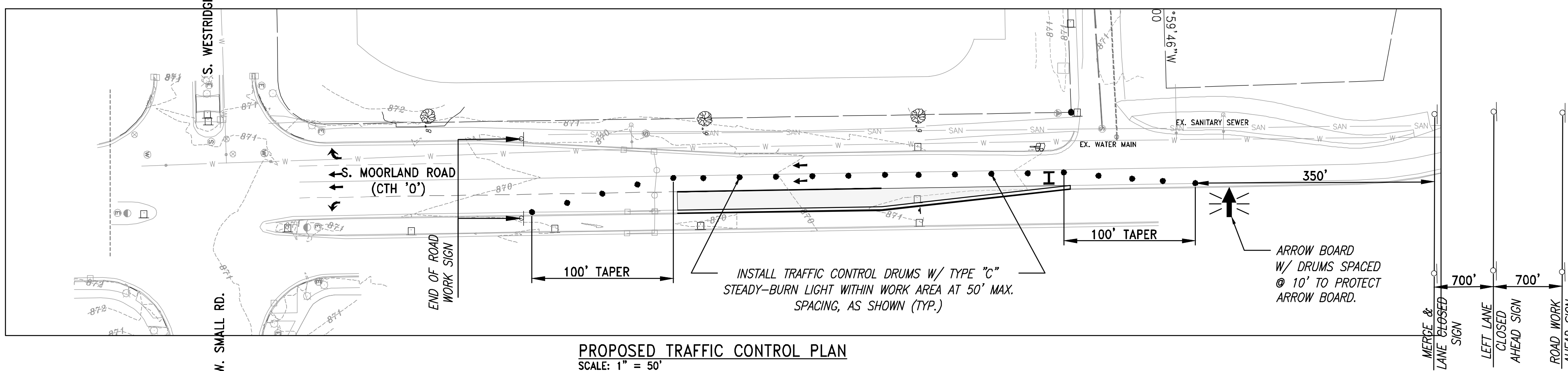
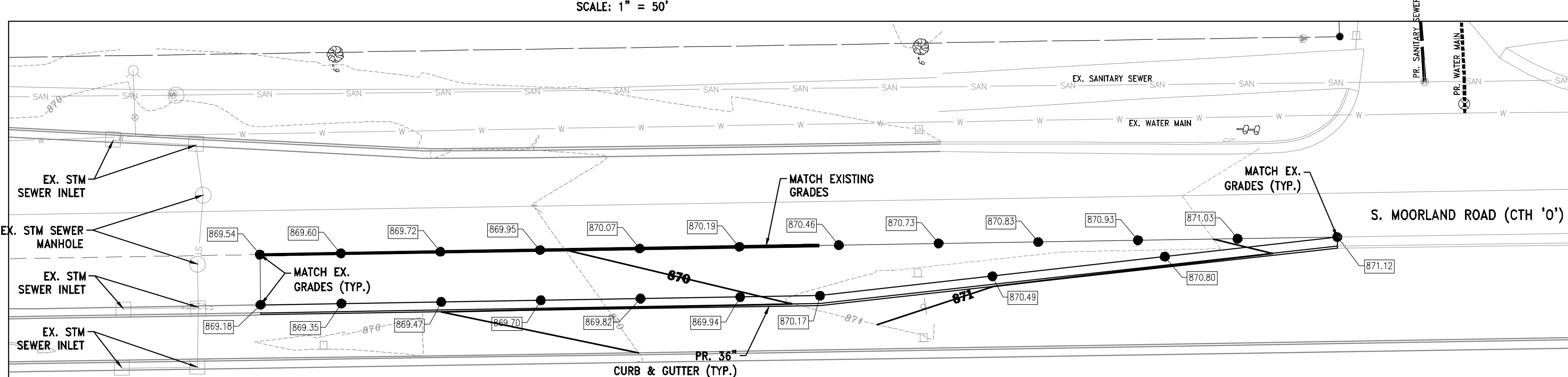
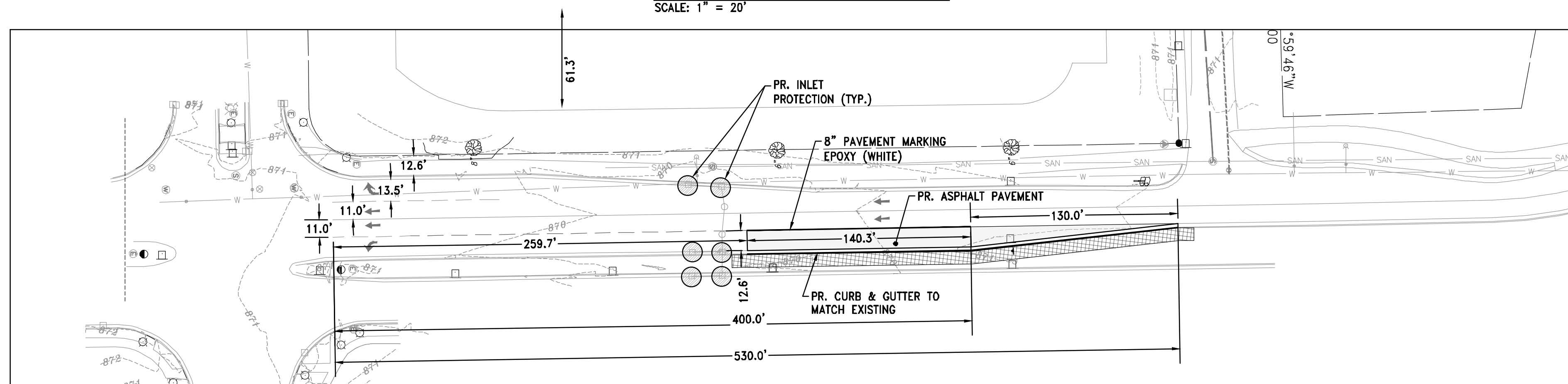
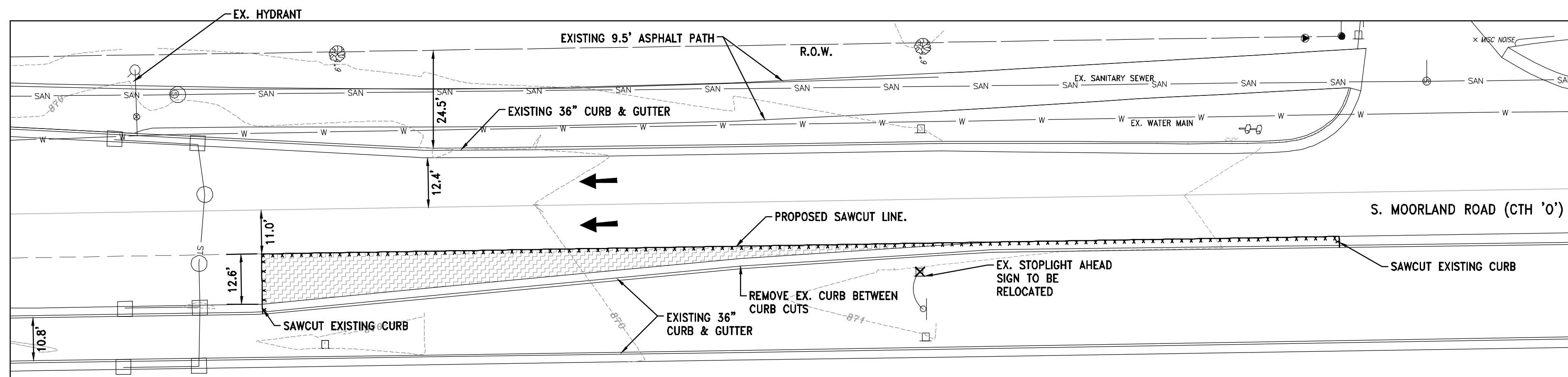
Current Zoning = M-1

Proposed Land Uses

- Lot 1 = 146,722 sf (3.37 acres)
Hotel = 113,436 sf (2.60 acres)
- 109 room, 4-story Hotel
 - Building = 17,030 sf (15% of lot)
 - Total Impervious = 78,945 sf (69.6% of lot)
 - Total Open Space = 34,491 sf (30.4% of lot)
- Access Drive = 33,286 sf (0.77 ac)
- Access Drive
 - Storm water management level spreader
 - Wetland area
 - Total Open Space = 15,084 sf (45.3% of OL)

Lot 2 = 100,950 sf (2.32 ac)

- (2) Restaurants with Drive Thru
- Total Open Space = 34,275 sf (34% of lot)



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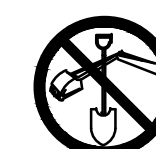
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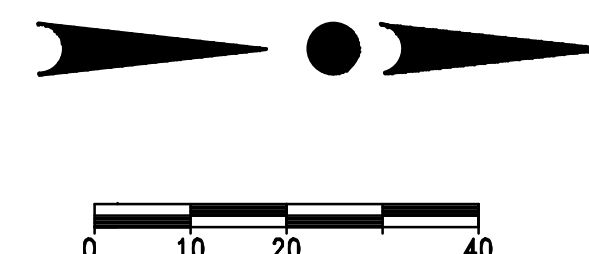
DESCRIPTION:
MOORLAND TURN
LANE EXTENSION

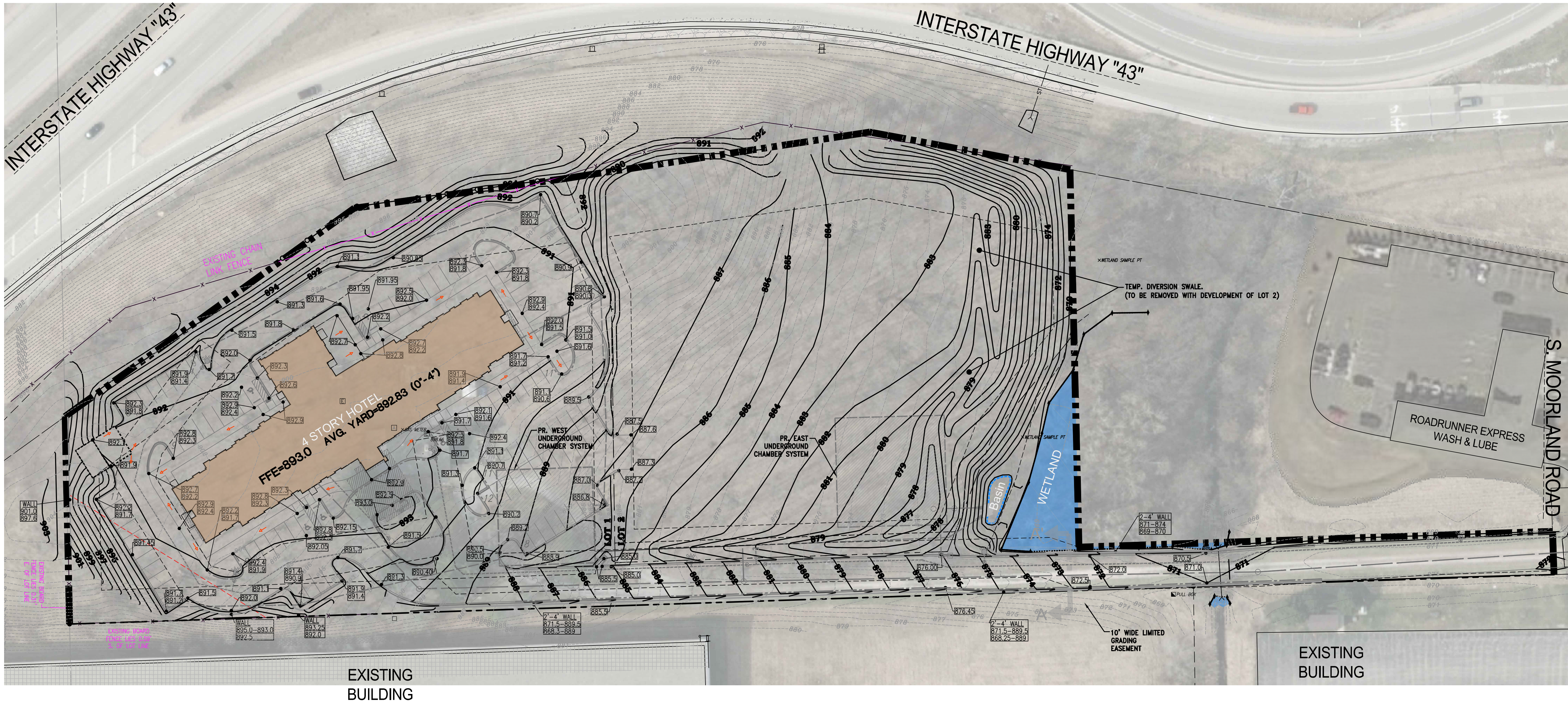
SHEET

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EXISTING
BUILDING

EXISTING
BUILDING

LEGEND:

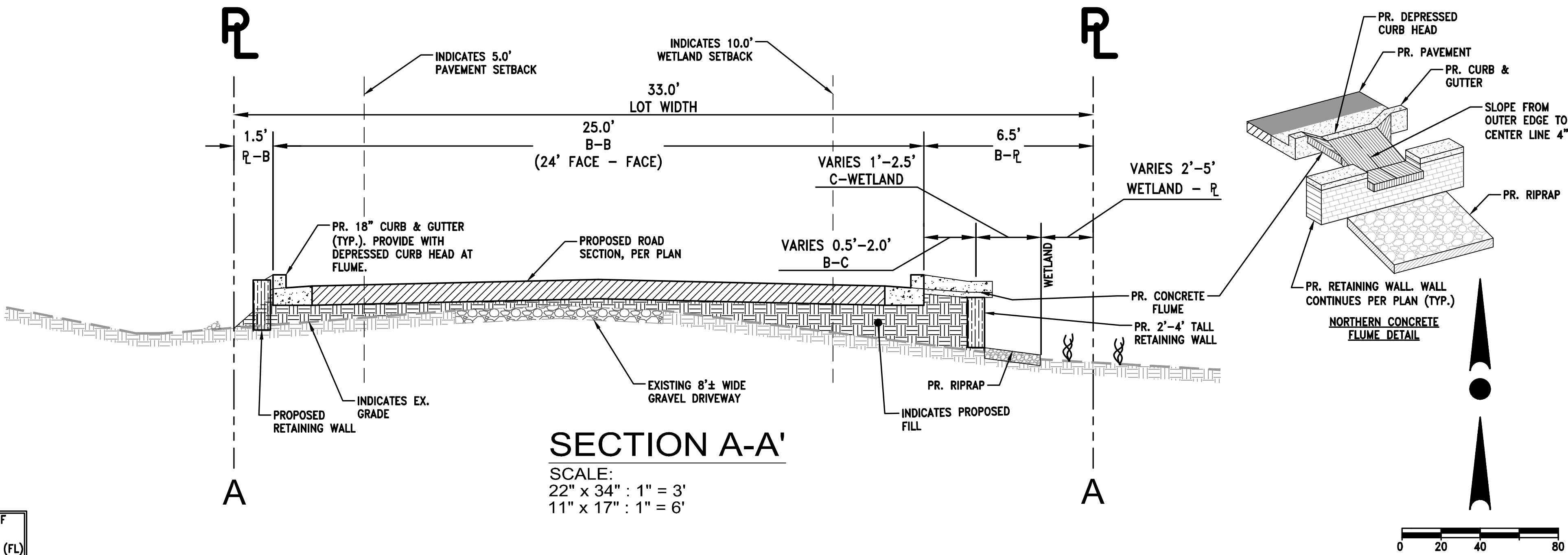
- EXISTING CONTOUR
- 905--- PROPOSED CONTOUR
- 812.80 798.9 798.3 PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- FFE 900.0 PROPOSED FINISHED FLOOR GRADE
- YG 895.0 PROPOSED YARD GRADE



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE: EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

NOTE: UNLESS OTHERWISE SPECIFIED, TOP OF CURB (TC) AND/OR TOP OF WALK (TW) ARE 0.5' HIGHER THAN THE ADJACENT FLOWLINE (FL) OR PAVEMENT (P) ELEVATIONS



SECTION A-A'
SCALE:
22" x 34" : 1" = 3'
11" x 17" : 1" = 6'



4100 N. Calhoun Road, STE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
NEW BERLIN SOUTH
5295 S MOORLAND ROAD (CTH 0)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

REVISION HISTORY

DATE	DESCRIPTION
01/27/2020	PER CITY REVIEW
03/27/2020	PER CITY REVIEW
04/07/2020	PER CITY REVIEW
08/08/2020	PER CITY REVIEW
09/04/2020	PER CITY REVIEW
12/14/2020	PER CITY REVIEW
01/05/2021	PER CITY REVIEW
11/30/2021	PER RETAINING WALL REV.

DATE:
NOVEMBER 30, 2021

JOB NUMBER:
19018

DESCRIPTION:
**GRADING
PLAN**

SHEET

C2.0

TEMPORARY DEWATERING GEOTEXTILE BAG

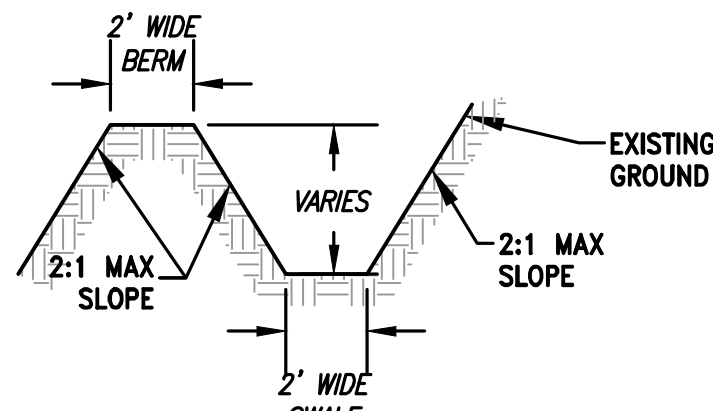
- IF DEWATERING IS REQUIRED, A GEOTEXTILE DEWATERING BAG MEETING THE SPECIFICATIONS IN THE TABLE TO THE RIGHT SHALL BE UTILIZED AS STATED ON THE EROSION CONTROL PLAN.
- REFER TO WDMR TECHNICAL STANDARDS 1061 AND MANUFACTURERS REQUIREMENTS FOR INSTALLATION AND MAINTENANCE REQUIREMENTS.
- CONTRACTOR MAY USE THRACE-LINQ, INC 275EX GEOTEXTILE BAG, OR FUNCTIONAL EQUIVALENT TO MEET TECHNICAL STANDARD REQUIREMENTS.
- CONTRACTOR MAY INSTALL HAY BALES AROUND DEWATERING BAG FOR STABILIZATION AS DICTATED BY SITE CONDITIONS.
- MAX FLOW RATE SHALL NOT EXCEED 70GPM
- GEOTEXTILE BAG SHALL BE LOCATED ON UNDISTURBED GROUND WITH ESTABLISHED VEGETATIVE COVER. DISCHARGES OF TREATED WATER FROM THE GEOTEXTILE FILTER BAG SHALL NOT FLOW OVER UNSTABILIZED GROUND.

Property	Test Method	Type I Value
Maximum Apparent Opening Sizes	ASTM D-4751	0.212 mm
Grab Tensile Strength	ASTM D-4632	200 lbs.
Mullen Burst	ASTM D-3786	350 psi
Permeability	ASTM D-4491	0.28 cm/sec
Fabric	Nominal Representative Weight	8 oz

STREET WEEPING NOTE:
PUBLIC STREET SWEEPING SHALL OCCUR DAILY AND/OR AT VILLAGE ENGINEERS REQUEST.

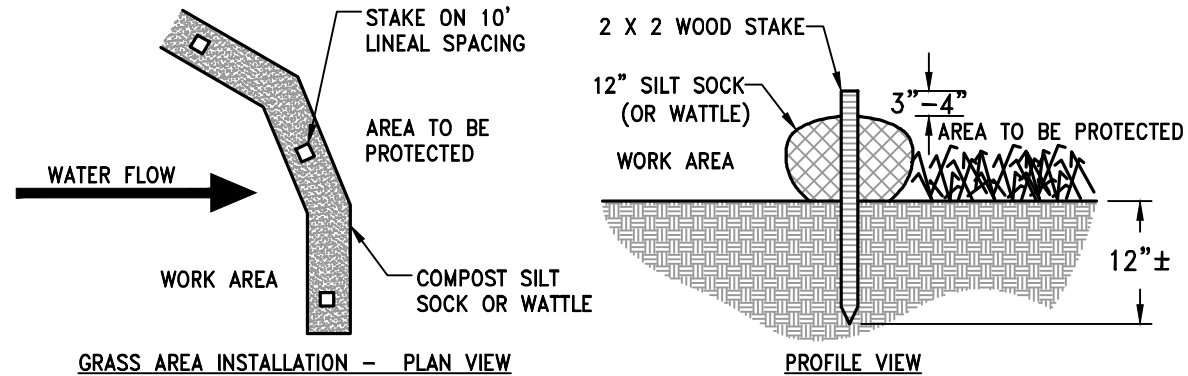
WINTER STABILIZATION PROVISIONS:
IF FINAL SITE STABILIZATION OCCURS AFTER OCTOBER 15, CONTRACTOR SHALL UTILIZE ANIONIC POLYACRYLAMIDE AND TEMPORARY SEEDING, AS WELL AS, COORDINATE WITH VILLAGE ENGINEER FOR LATE SEASON STABILIZATION REQUIREMENTS.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
CONSERVATION PRACTICE STANDARD:
1052 - NON-CHANNEL EROSION MAT
1056 - SILT FENCE
1057 - STONE TRACKING PAD AND TIRE WASHING
1058 - MULCHING FOR CONSTRUCTION SITES
1059 - TEMPORARY SEEDING
1060 - STORM DRAIN INLET PROTECTION FOR CONST. SITES
1061 - DEWATERING
1063 - SEDIMENT TRAP



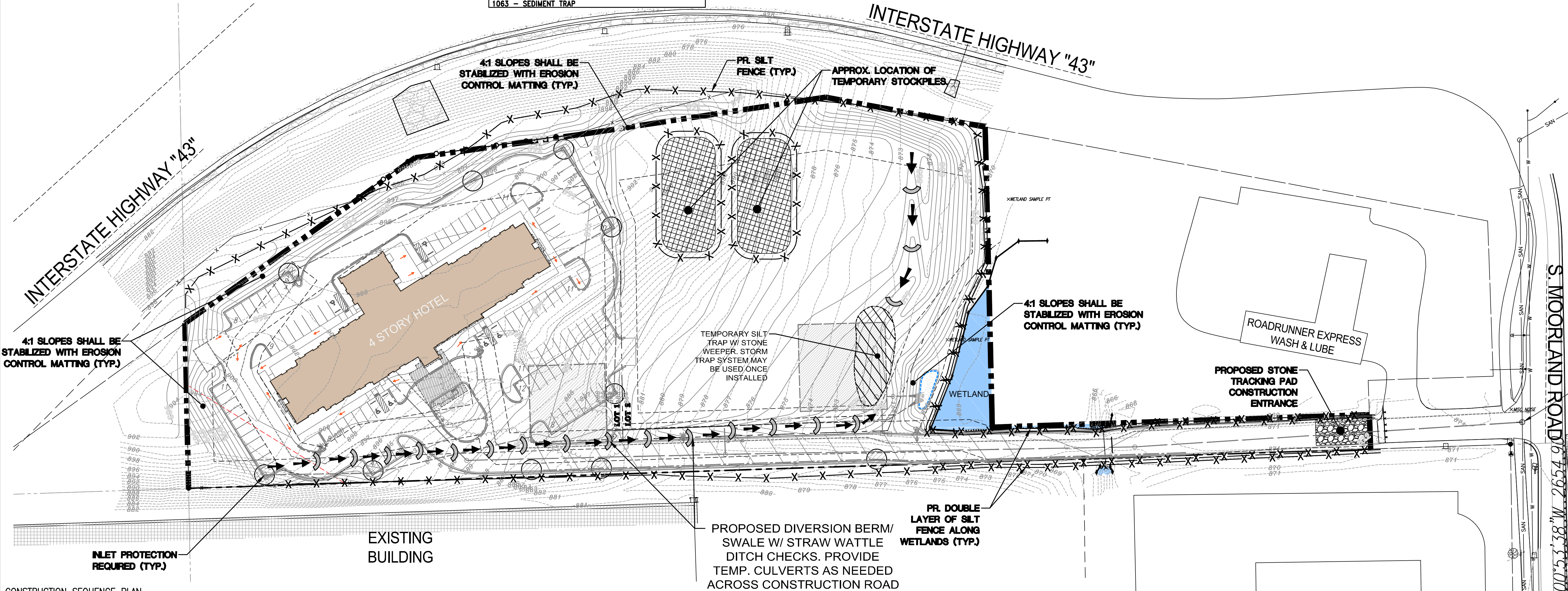
- NOTES:**
- TEMPORARY SEED/STABILIZE BERMS AND DITCHES IMMEDIATELY AS ANY SECTION IS COMPLETED PER WISDOT STD. SPEC.
 - REFER TO WISCONSIN DNR TECHNICAL STANDARD 1066 FOR ADDITIONAL INFORMATION.

DIVERSION BERM/SWALE DETAIL



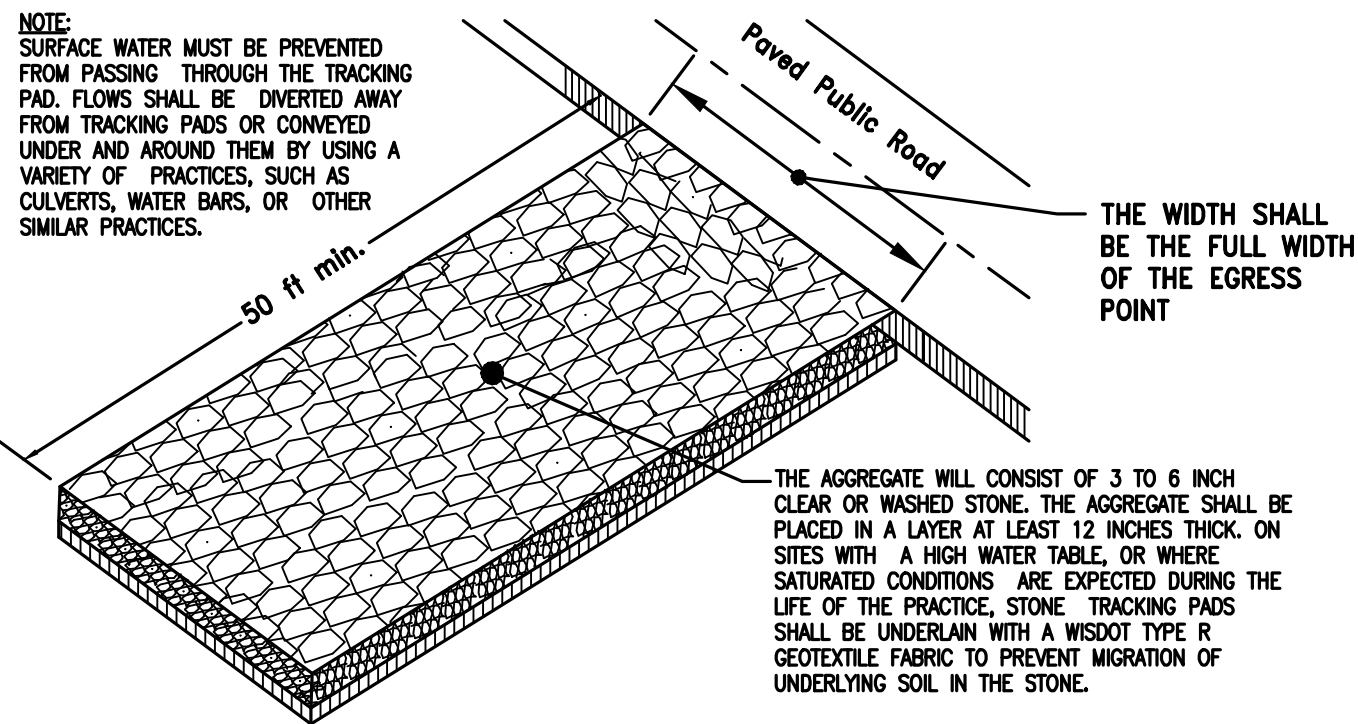
- NOTES:**
- ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS
 - REFER TO MANUFACTURERS AND/OR SUPPLIERS. SPECIFICATIONS FOR INSTALLATION RECOMMENDATIONS.
 - ACTUAL LOCATION MAY BE FIELD ADJUSTED TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION.

SILT SOCK/STRAW WATTLE INSTALLATION DETAIL
NO SCALE

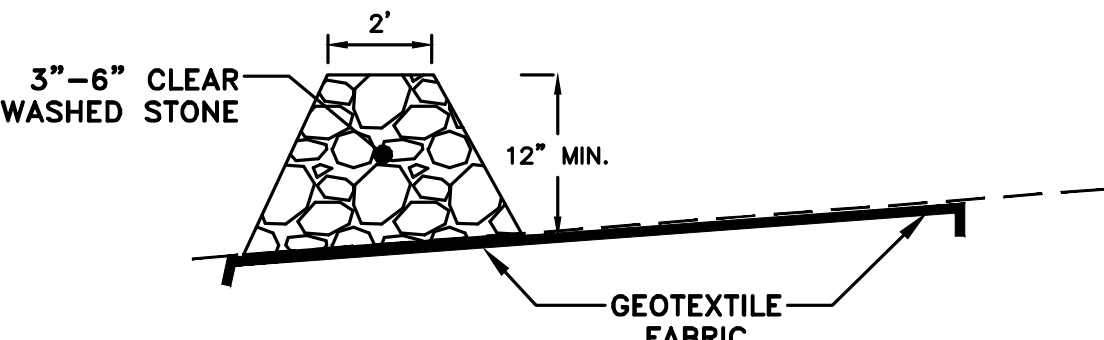


CONSTRUCTION SEQUENCE PLAN

- INSTALL PERIMETER SILT FENCE, TRACKING PAD & TEMPORARY DIVERSION SWALES & CULVERT AT TRACKING PAD.
- CLEAR AND GRUB EXISTING VEGETATION CONCURRENT WITH STEP 1.
- CONSTRUCT SEDIMENT TRAPS. SEDIMENT TRAPS SHALL USE THE PROPOSED POND FOOTPRINTS. INSTALL OVERFLOW STONE WEEPERS PER PLAN (MAY OCCUR CONCURRENT WITH TOPSOIL STRIPPING AND INITIAL ROUGH GRADING).
- STRIP TOPSOIL, STOCKPILE AND CREATE TEMPORARY DIVERSION BERM AS INDICATED TO DIRECT SITE RUNOFF TO THE SEDIMENT TRAPS.
- TEMP SEED DIVERSION BERM AND TOPSOIL STOCKPILES AND INSTALL SILT FENCE AROUND PILES AS NOTED ON THIS PLAN.
- ROUGH GRADE SITE. PROVIDE TEMPORARY SEED AND BLANKET FOR ALL EXPOSED SLOPES 4:1 OF GREATER. IF SITE STABILIZATION OCCURS AFTER OCTOBER 15, CONTRACTOR SHALL UTILIZE ANIONIC POLYACRYLAMIDE AND TEMPORARY SEEDING, AS WELL AS, COORDINATE WITH CITY ENGINEER FOR LATE SEASON STABILIZATION REQUIREMENTS.
- INSTALL SANITARY SEWER, WATERMAIN AND STORM SEWER. NOTE THAT UTILITY INSTALLATION MAY COMMENCE CONCURRENT WITH SITE GRADING. ONCE STORM SEWER AND POND OUTFALL STRUCTURES HAVE BEEN INSTALLED, PROVIDE INLET PROTECTION AND REMOVE STONE WEEPER OUTLETS.
- BUILDING CONSTRUCTION MAY COMMENCE AS ALLOWED BY CITY BUILDING PERMIT (NON-SEQUENTIAL). AS AREAS OF CONSTRUCTION ARE COMPLETED, THE DISTURBED AREAS SHALL BE BROUGHT TO FINAL GRADES AND FINAL STABILIZATION PRACTICES SHALL BE EMPLOYED.
- FINISH GRADE SITE. REMOVE TEMPORARY DIVERSION SWALES AS THE SITE IS SHAPED TO DRAIN TO THE PROPOSED DRAINAGE SYSTEMS. RESPREAD TOPSOIL AND SEED, MULCH AND FERTILIZE OUTSIDE OF PAVEMENT AREAS UPON COMPLETION OF FINISH GRADING. INSTALL EROSION MATTING AS INDICATED ON PLAN AND AS NECESSARY TO STABILIZE SITE.
- INSTALL NEW GAS/ELECTRIC/TELEPHONE UTILITIES PER PLANS BY OTHERS. (SCHEDULE TO BE DETERMINED BY OWNER)
- INSTALL STONE BASE, SIDEWALK, CURB AND PAVEMENT FOR ENTRY DRIVE AND LOOP ROAD (WITH PARKING)
- COMPLETE LANDSCAPING AND FINAL STABILIZATION AROUND BUILDINGS CONCURRENT WITH EACH INDIVIDUAL BUILDING CONSTRUCTION.
- REMOVE ALL SEDIMENT FROM TEMPORARY SEDIMENT TRAPS. IF UNDERGROUND CHAMBER IS USED, REMOVE ALL SEDIMENT.
- REMOVE PERIMETER SILT FENCE AND CLOSE OUT CONSTRUCTION SITE PERMITS ONCE THE SITE IS SUBSTANTIALLY VEGETATED (>70% GROUND COVER).



CONSTRUCTION ENTRANCE DETAIL
NO SCALE



STONE WEEPER DETAIL

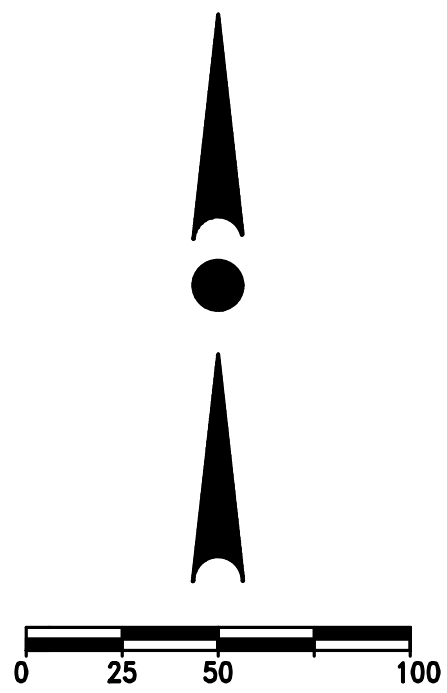
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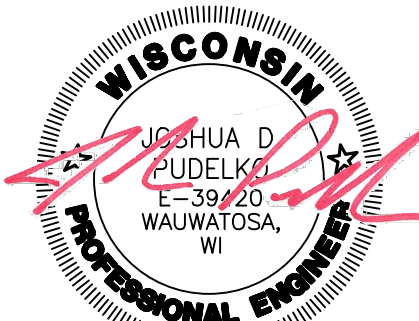
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CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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LEGEND:	
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
-X-X-	PROPOSED SILT FENCE
○	PROPOSED INLET PROTECTION
○	PROPOSED SILT SOCK
■	PROPOSED TRACKING PAD



Scale: 1" = 50' (22"x34")
Scale: 1" = 100' (11"x17")



4100 N. Calhoun Road, STE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
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PROJECT:
NEW BERLIN SOUTH
5295 S MOORLAND ROAD (CTH O)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

REVISION HISTORY

DATE	DESCRIPTION
01/27/2020	PER CITY REVIEW
03/27/2020	PER CITY REVIEW
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08/08/2020	PER CITY REVIEW
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01/05/2021	PER CITY REVIEW
11/30/2021	PER RETAINING WALL REV.

DATE:
NOVEMBER 30, 2021

JOB NUMBER:
19018

DESCRIPTION:

EROSION CONTROL PLAN

SHEET

C2.1

- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF NEW BERLIN DEVELOPMENT HANDBOOK AND THE STANDARD SPECIFICATION FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (SSSWCW)
- ALL HYDRANT LEADS SHALL BE CLASS 52 DUCTILE IRON



1100 N. Calhoun Road, STE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

**PROJECT:
NEW BERLIN SOUTH**
5235 S MOORLAND ROAD (CTH O)

**CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202**

DATE	DESCRIPTION
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04/07/2020	PER CITY REVIEW
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09/04/2020	PER CITY REVIEW
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DATE:
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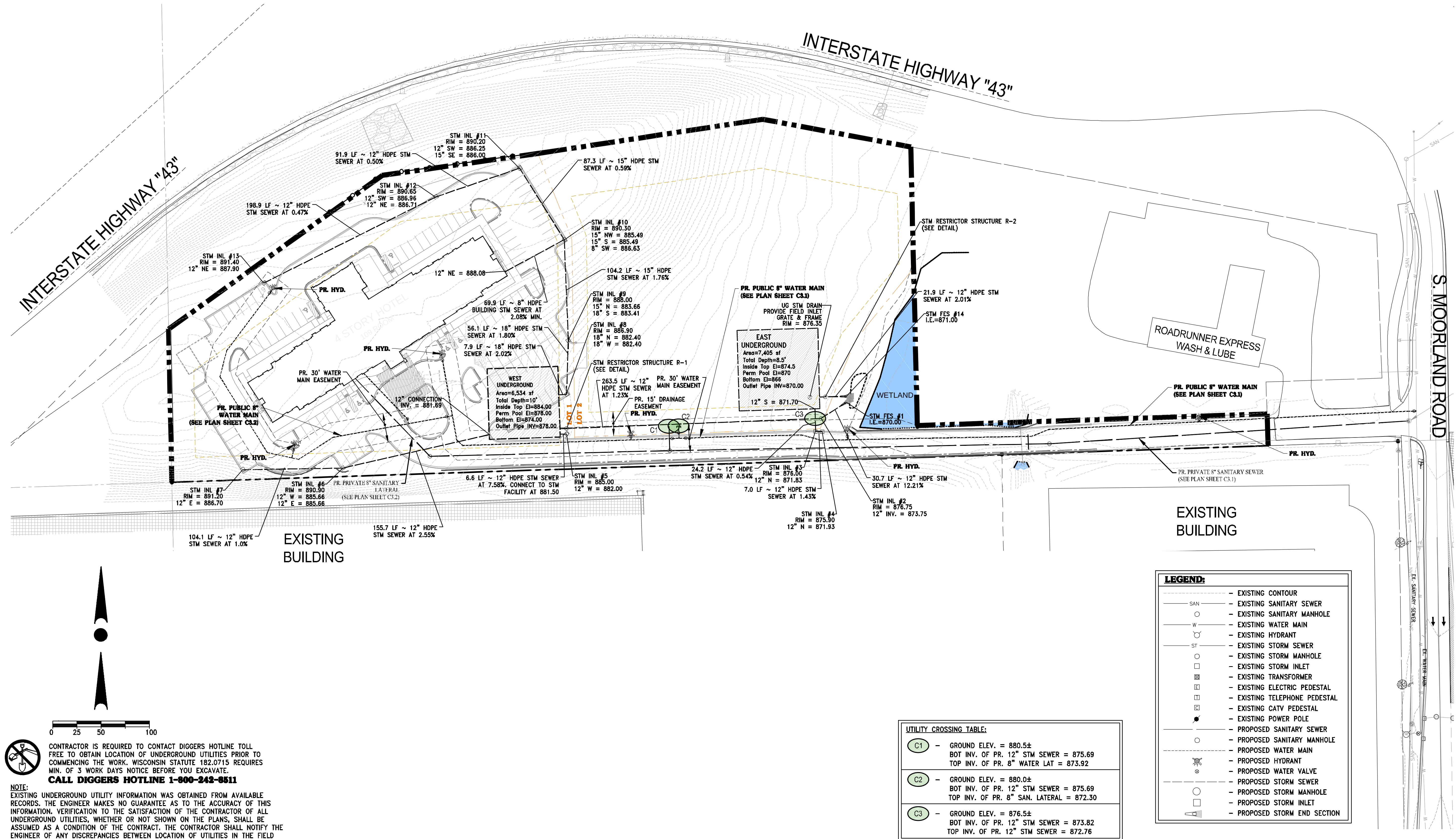
JOB NUMBER:
19018

DESCRIPTION:

**UTILITY
PLAN**

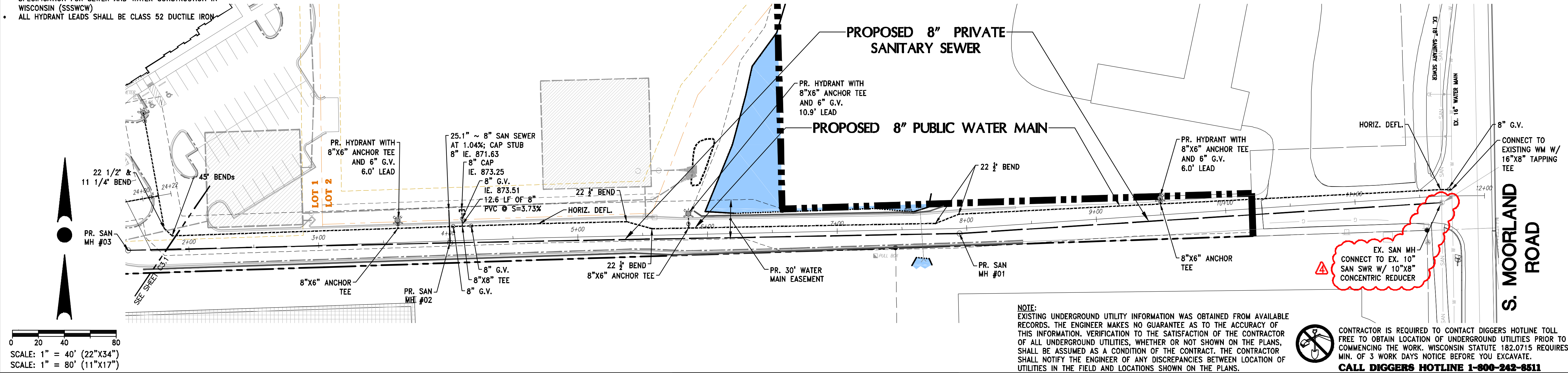
SHEET

C3.0



NOTE:

- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF NEW BERLIN DEVELOPMENT HANDBOOK AND THE STANDARD SPECIFICATION FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (SSSWCW)
- ALL HYDRANT LEADS SHALL BE CLASS 52 DUCTILE IRON



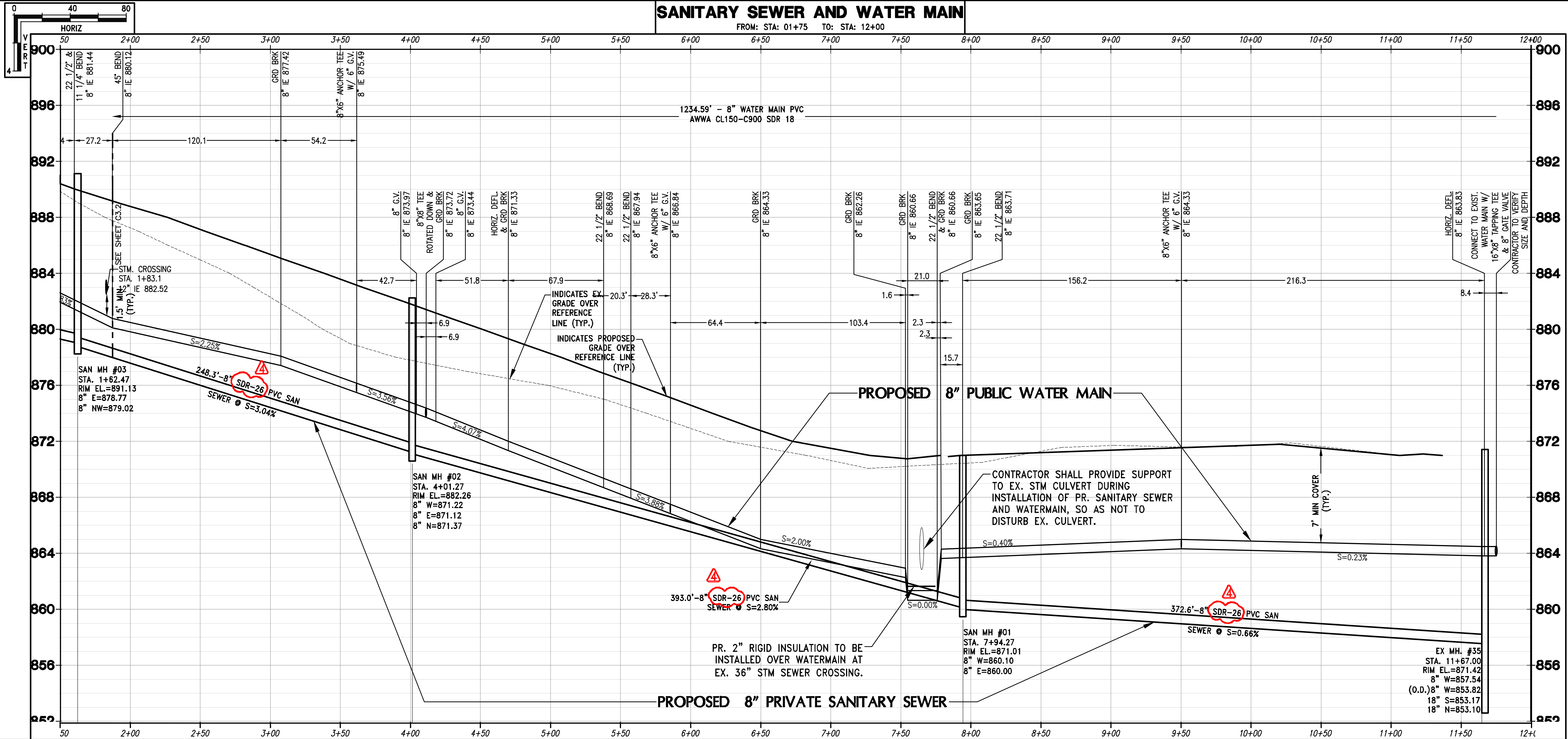
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CALL DIGGERS HOTLINE 1-800-242-8511

SANITARY SEWER AND WATER MAIN

FROM: STA: 01+75 TO: STA: 12+00



PROJECT:
NEW BERLIN SOUTH
5335 S MOORLAND ROAD (CTH 0)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

REVISION HISTORY	
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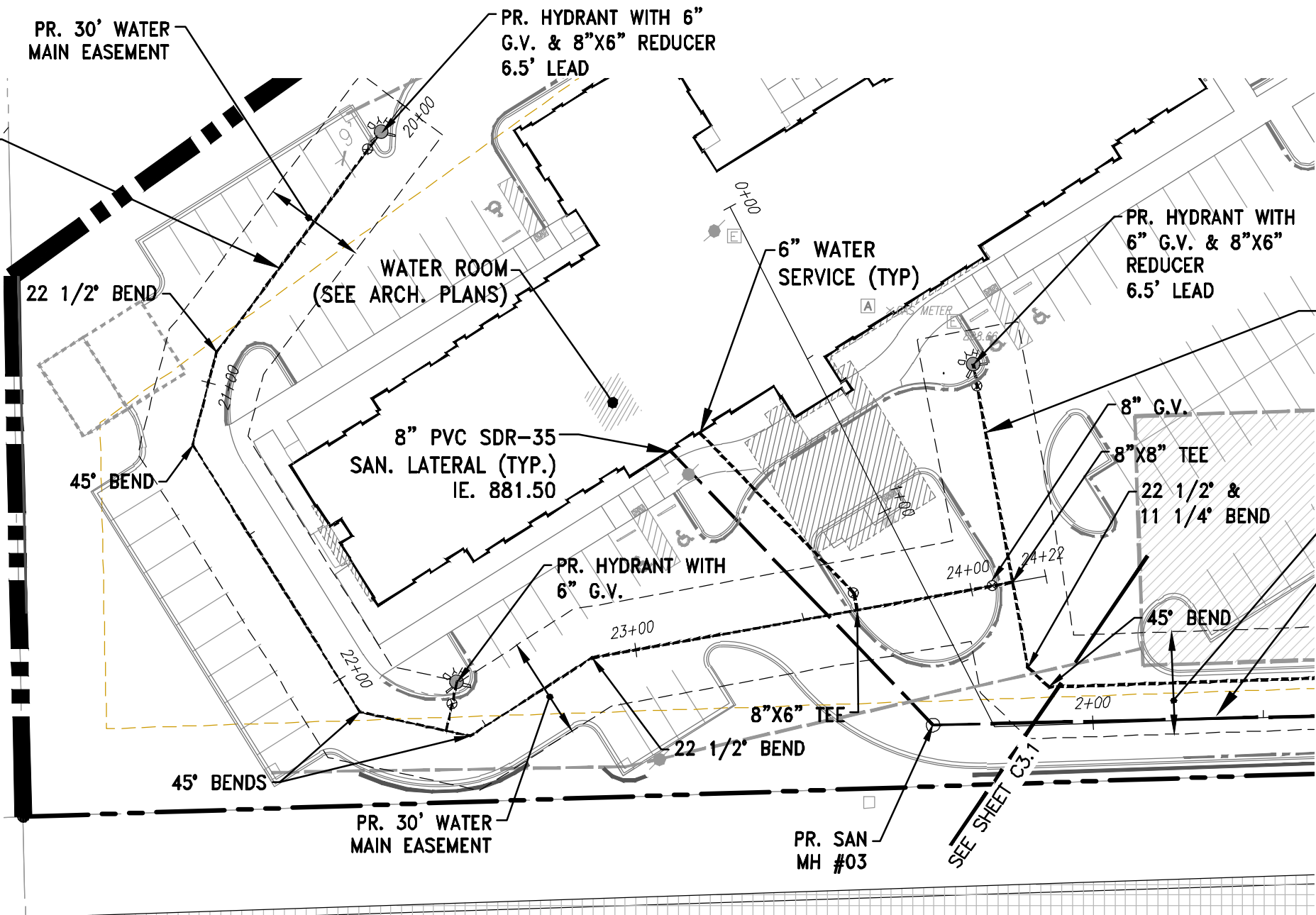
DESCRIPTION:
WATER MAIN AND
SANITARY SEWER
PLAN AND PROFILE

SHEET

C3.1

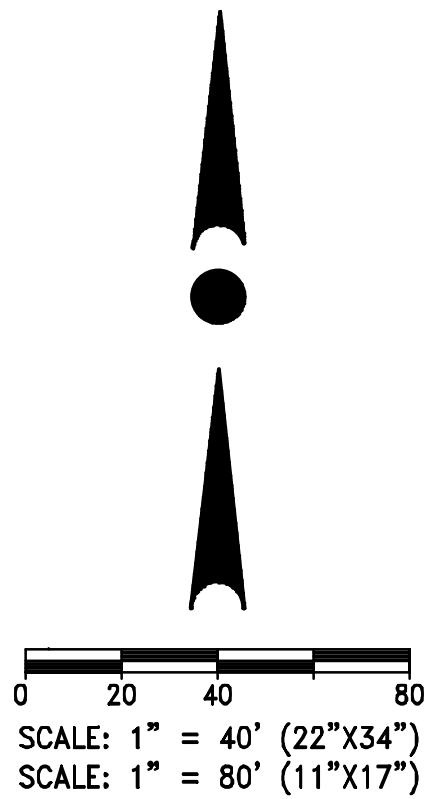
- NOTE:
- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF NEW BERLIN DEVELOPMENT HANDBOOK AND THE STANDARD SPECIFICATION FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (SSSWCW)
 - ALL HYDRANT LEADS SHALL BE CLASS 52 DUCTILE IRON

PROPOSED 8" PUBLIC WATER MAIN



PROPOSED 8" PUBLIC WATER MAIN

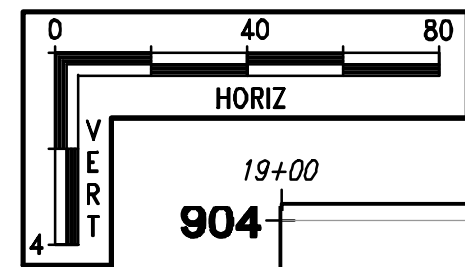
PROPOSED 8" PRIVATE SANITARY SEWER



NOTE:
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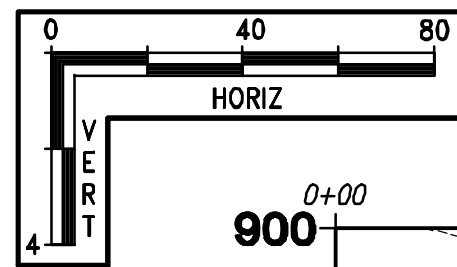
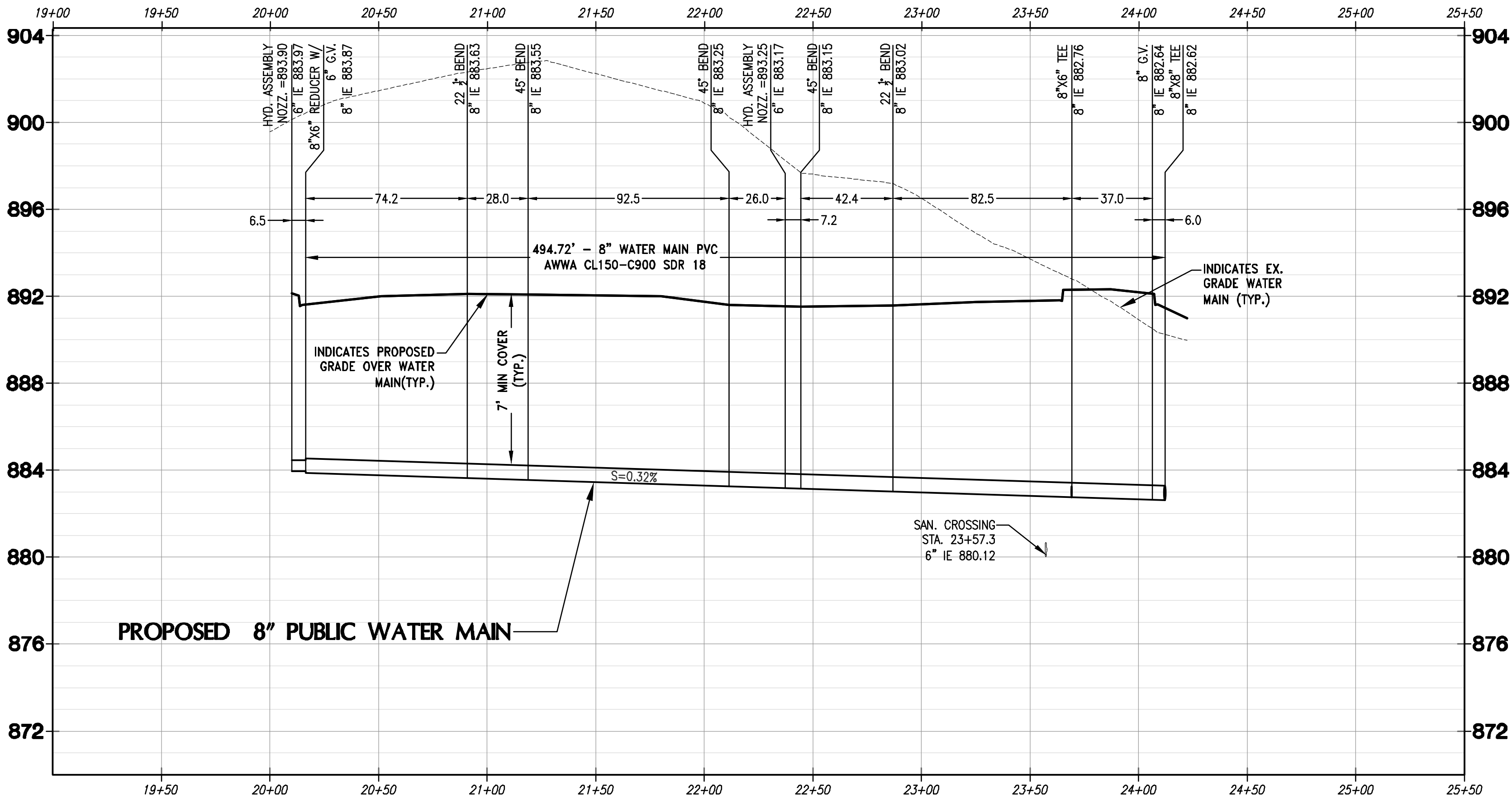


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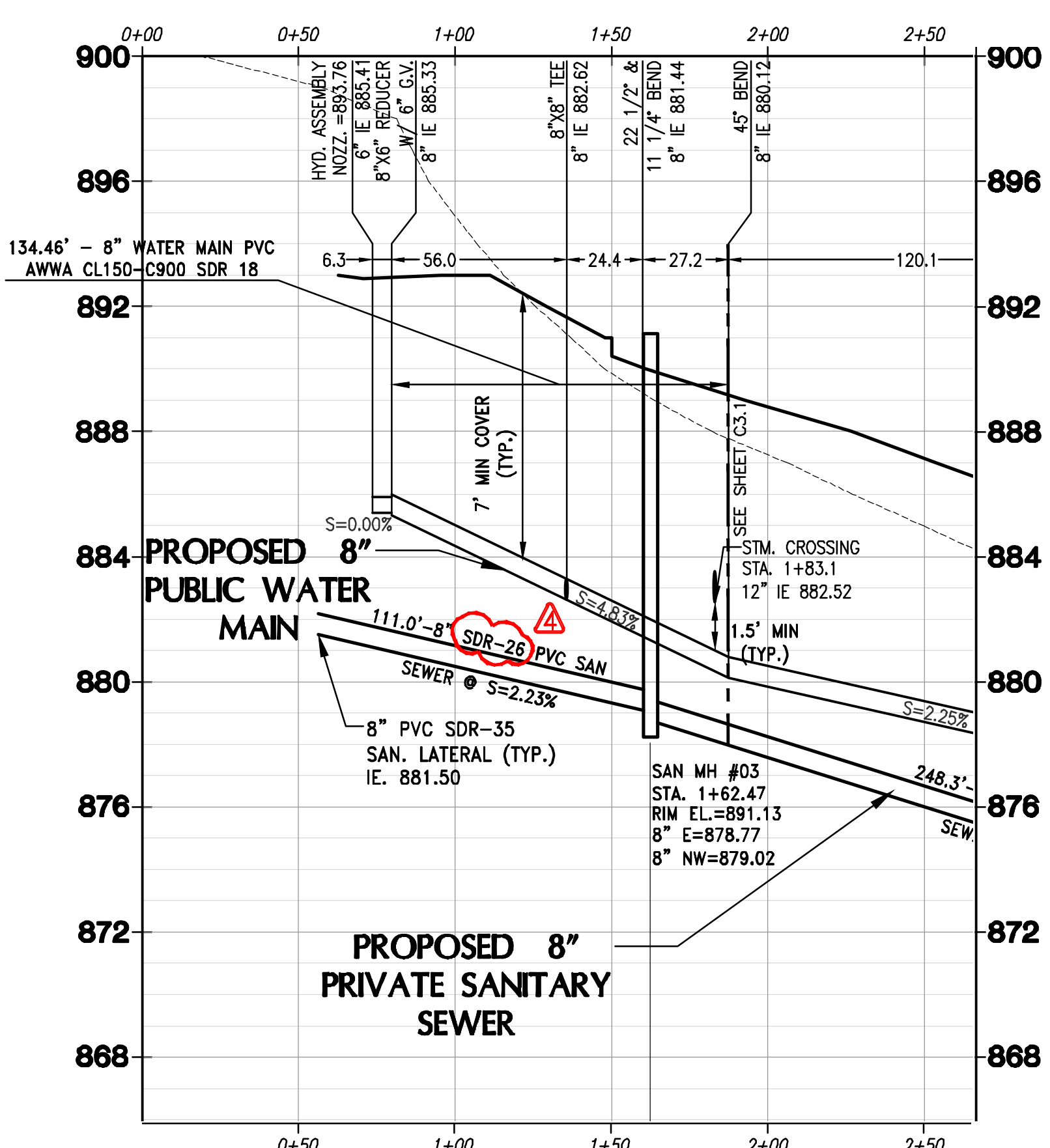
WATER MAIN

FROM: STA: 19+50 TO: STA: 24+50



SANITARY SEWER AND WATER MAIN

FROM: STA: 00+00 TO: STA: 1+75



PROJECT:
NEW BERLIN SOUTH
5235 S MOORLAND ROAD (CTH 0)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

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11/30/2021	PER RETAINING WALL REV

DATE:
NOVEMBER 30, 2021

JOB NUMBER:
19018

DESCRIPTION:
WATER MAIN AND
SANITARY SEWER
PLAN AND PROFILE

SHEET

C3.2

COMPLIANT DOCUMENTATION:

THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.

- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
- THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
- WDMR STORMWATER RUNOFF TECHNICAL STANDARDS.
- WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
- CITY OF NEW BERLIN DEVELOPMENT STANDARDS.

CONTRACTOR RESPONSIBILITY:

- EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS AND FIELD SURVEY. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.
- THE LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS ITEMS.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTOR(S) TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS WORK. THE CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR ALL REQUIRED PERMITS, UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER AS CONSTRUCTION ACTIVITIES ARE COMPLETED TO PROVIDE CONSTRUCTION OVERSIGHT AND INSPECTION IN ACCORDANCE WITH THE CONSTRUCTION INSPECTION PLAN.
- THE OWNER WILL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. THE CONTRACTOR SHALL EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLIGENCE MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.

-ALL TRENCHES SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

-CONTRACTOR SHALL BE PREPARED FOR DEWATERING CONDITIONS BY HAVING APPROPRIATE PUMPS AND FILTER BAGS ONSITE FOR DEWATERING AND REMOVAL OF ALL SEDIMENT PER CITY, COUNTY AND WDMR REQUIREMENTS PER TECHNICAL STANDARD 1061.

TRAFFIC CONTROL:

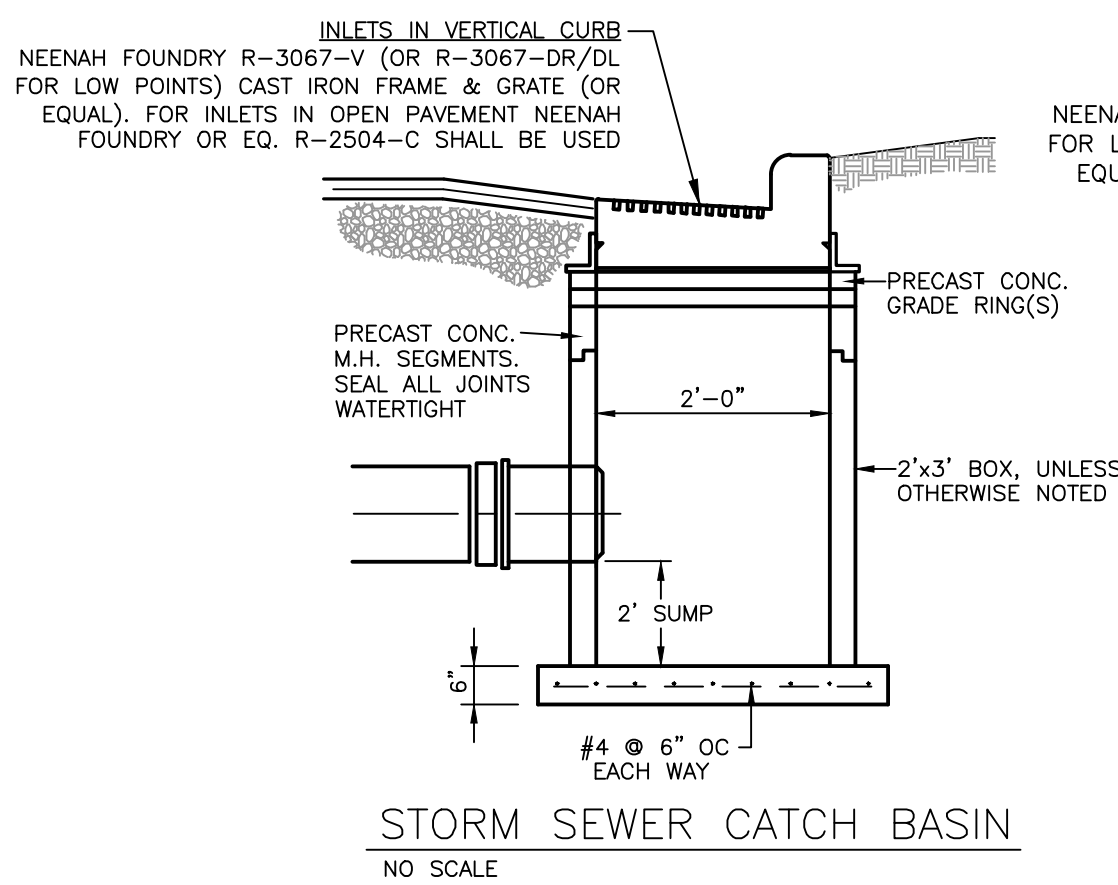
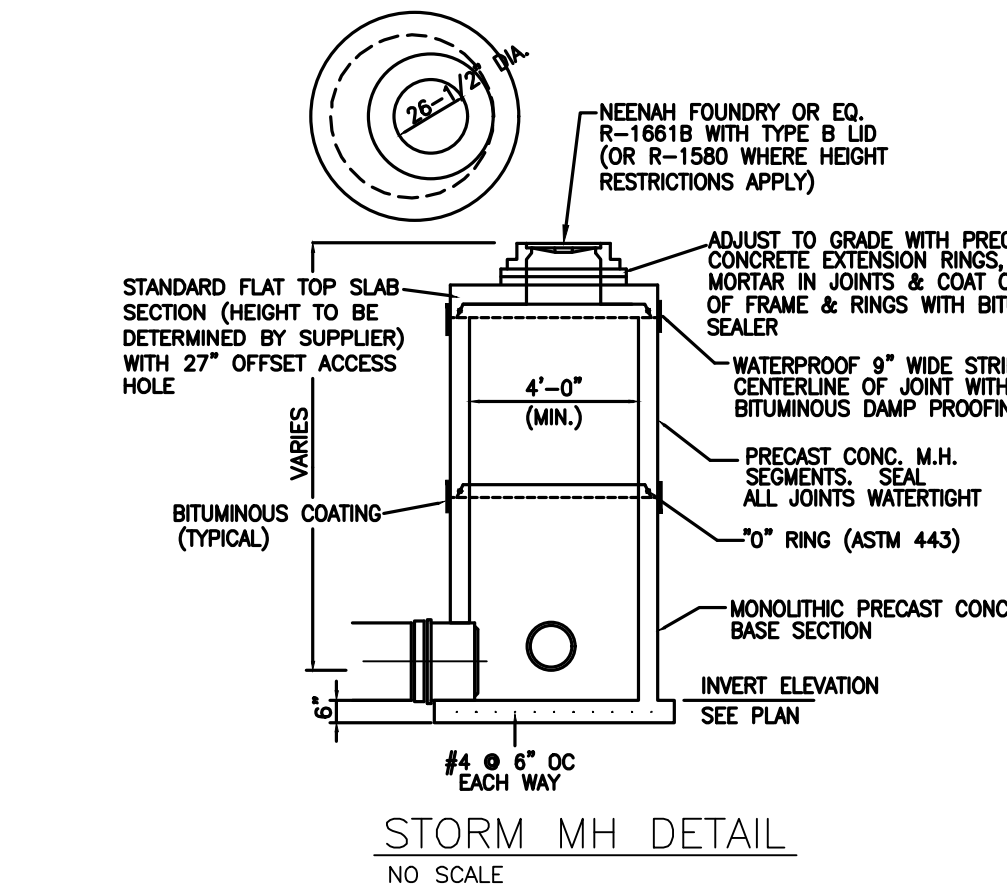
-PUBLIC ROADS SHALL NOT BE FULLY CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.

CONSTRUCTION NOTES:

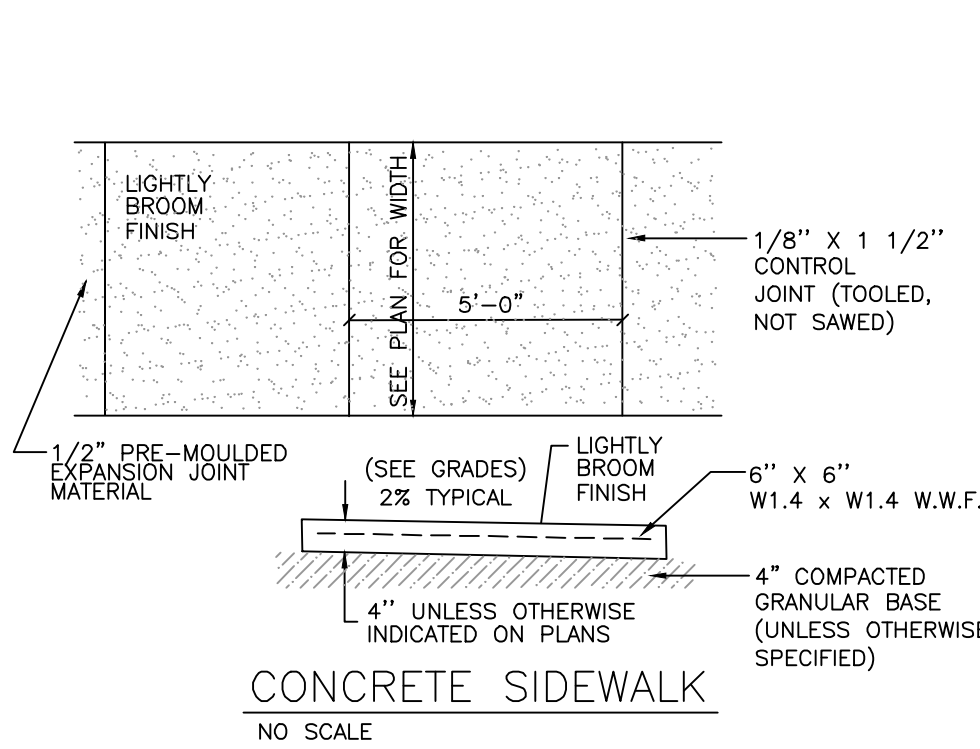
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, STATE OF WISCONSIN, LATEST EDITION, UNLESS OTHERWISE CALLED FOR ON THE PLANS, SPECIFICATIONS OR SPECIAL PROVISIONS.
- ALL EROSION CONTROL MEASURES SPECIFIED ON THIS PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN BEST MANAGEMENT PRACTICE HANDBOOK AND TECHNICAL STANDARDS.
- ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, SILT SOCK, GRAVEL ENTRANCE, SILTATION BASIN, ETC.), SHALL BE INSTALLED PRIOR TO COMMENCING ANY GRADING OR UTILITY CONSTRUCTION. GRADING ASSOCIATED WITH INSTALLATION OF EROSION OR SEDIMENTARY PRACTICES MAY OCCUR CONCURRENTLY WITH INSTALLATION OF PRACTICES.
- ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME. REFER TO THE CONSTRUCTION SEQUENCING PLAN FOR ADDITIONAL INFORMATION.
- THE OWNER IS RESPONSIBLE FOR OBTAINING A GRADING AND/OR EROSION CONTROL PERMIT (OR ANY OTHER APPLICABLE PERMITS) PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE, CITY OF NEW BERLIN SEWER AND WATER UTILITY, AND GOVERNMENT UNITS WHOSE PROPERTY MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 1-800-242-8511.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT AND PUBLIC ROADWAYS DURING CONSTRUCTION PER THE REQUIREMENTS SET FORTH BY THE LOCAL AND COUNTY AGENCIES. STREETS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING OR OTHER APPROPRIATE MEASURES. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
- INLETS SHALL BE PROTECTED WITH AN EROSION BARRIER MEETING WDMR TECHNICAL STANDARD 1060 UNTIL THE AREA HAS BEEN STABILIZED. FREQUENT INSPECTION AND TIMELY MAINTENANCE IS REQUIRED.
- UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD A MINIMUM OF FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED AREAS AND PROVIDE SEED, FERTILIZER AND MULCH PER THE STANDARD SPECIFICATIONS.
- ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND REPAIR BMP'S AS NEEDED.
- REFER TO EROSION CONTROL PLAN FOR SITE EROSION CONTROL ELEMENTS, REQUIREMENTS.

EROSION CONTROL NOTES:

- THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
- EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, THE CONTRACTOR MAY BE REQUIRED TO SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN, DETAILING SPECIFIC MEASURES THAT WILL BE USED IN THE VARIOUS STAGES OF CONSTRUCTION FOR APPROVAL BY THE ENGINEER.
- IMPLEMENTATION: THE CONTRACTOR SHALL NOT BEGIN WORK UNTIL AFTER INITIAL EROSION AND SEDIMENT CONTROL DEVICES ARE IN PLACE AND APPROVED BY THE ENGINEER.
- EROSION CONTROL MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
 - DIVERT UPSTREAM RUNOFF FROM FLOWING THROUGH THE CONSTRUCTION SITE.
 - PROTECT DOWNSTREAM OR ADJACENT WATERWAYS WITH SILT FENCE.
 - DELAY STRIPPING TOPSOIL UNTIL REQUIRED FOR CONSTRUCTION.
 - PLACE SILT SOCK OR EROSION CONTROL BALES IN DITCHES AND OTHER DRAINAGE WAYS TO COLLECT SEDIMENT AND TO SLOW THE VELOCITY OF RUNOFF.
 - PROTECT STORM SEWER INLETS AND THE UPSTREAM END OF CULVERTS WITH SILT FENCE OR EROSION CONTROL BALES.
 - PROMPT REMOVAL OF EXCAVATED MATERIAL.
 - PROPER STORAGE OF BACKFILL AND BEDDING MATERIALS INCLUDING PLACING SILT FENCE OR EROSION CONTROL BALES ON THE DOWNSLOPE SIDES OF SPOIL PILES.
 - CONSTRUCTION OF TRACKING PAD TO CONSTRUCTION SITE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ROADWAYS.
 - PROMPT (SAME DAY) CLEANUP OF MATERIAL TRACKED ONTO ADJACENT STREETS.
 - TIMELY RESTORATION OF DAMAGE SURFACE AREAS.
 - ALL AREAS THAT WILL REMAIN DISTURBED AFTER OCTOBER 15, MUST BE TEMPORARY SEEDED AS OF THAT DATE.
- TEMPORARY EROSION CONTROL MEASURES.
 - THE CONTRACTOR SHALL CONSTRUCT TEMPORARY EROSION CONTROL MEASURES, WHERE EROSION IS LIKELY TO BE A PROBLEM, PRIOR TO BEGINNING WORK ON THOSE SECTION(S) OF THE PROJECT. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL AFTER PERMANENT EROSION CONTROL, SUCH AS SEEDING OR SODDING, HAS BEEN ESTABLISHED.
 - IN THE EVENT THE PERMANENT EROSION CONTROL MEASURES ARE NOT FULLY IMPLEMENTED IN CURRENT CONSTRUCTION SEASON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY TEMPORARY EROSION CONTROL MEASURES UNTIL AFTER PERMANENT MEASURES HAVE BEEN COMPLETED IN THE FOLLOWING YEAR.
- ALL DISTURBANCE AREAS THAT REMAIN INACTIVE FOR SEVEN DAYS OR LONGER SHALL RECEIVE TEMPORARY SEEDING.
- ALL SEDIMENT TRAPS, SWALES AND DIVERSION PRACTICES SHALL BE STABILIZED PRIOR TO USE.
- TRENCH DEWATERING SHALL BE IN ACCORDANCE WITH WDMR TECHNICAL STANDARDS.
- INSTALL SILT FENCE IN ACCORDANCE WITH WDMR TECHNICAL STANDARD DETAILS
- EROSION CONTROL INSPECTION AND MAINTENANCE
 - INSPECT EROSION CONTROL MEASURES WEEKLY AND AFTER SITE RECEIVES 0.5" OF RAIN IN A 24-HOUR PERIOD DURING CONSTRUCTION.
 - REPAIR OR REPLACE EROSION CONTROLS THAT ARE DAMAGED OR FAILING.
- ALL AREAS TO BE SEEDED AND MULCHED SHALL USE WDOT SEED MIXTURE NO. 20. MULCH SHALL APPLIED PER WISDOT SPECIFICATIONS USING METHOD B FOR PLACEMENT.

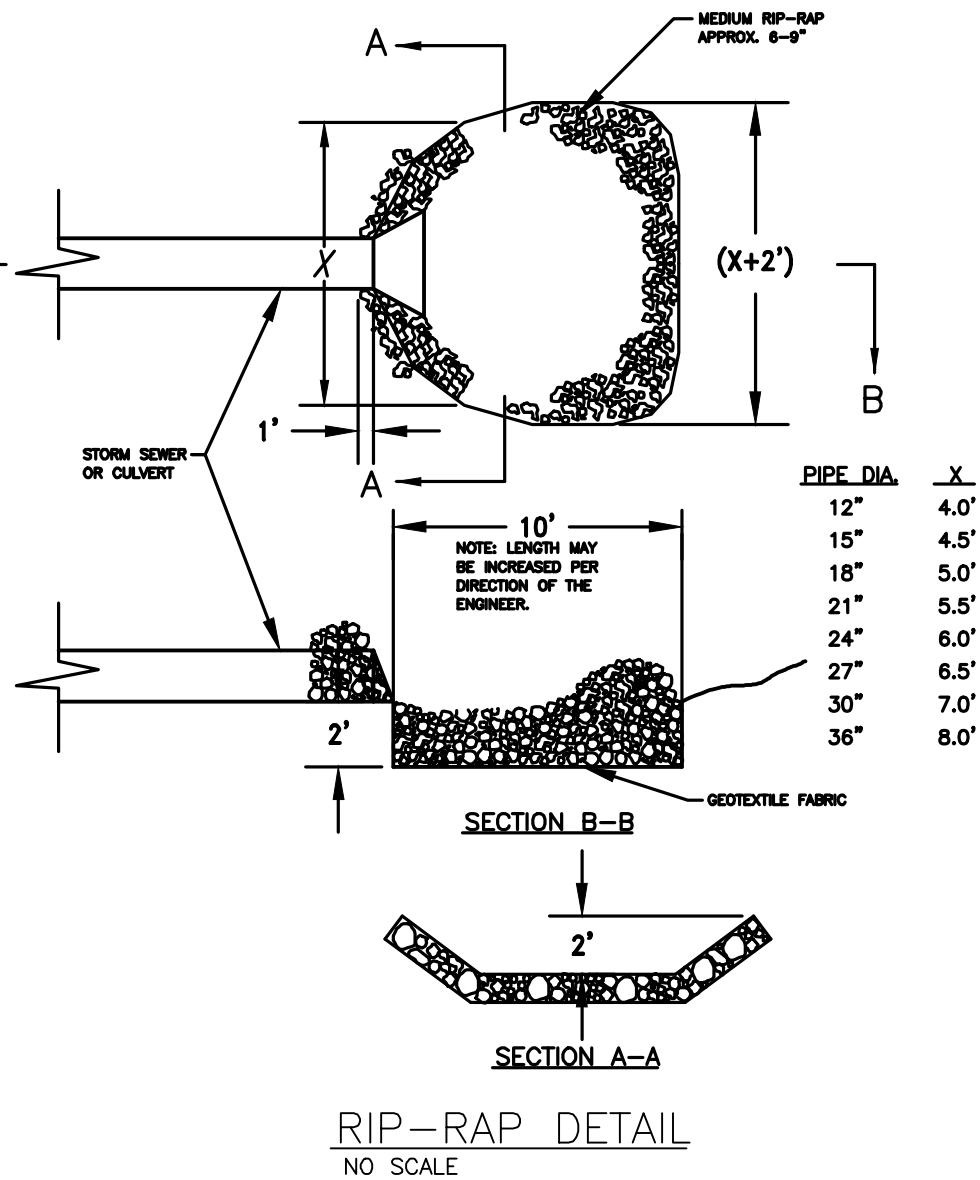


INTEGRAL SIDEWALK & BARRIER CURB



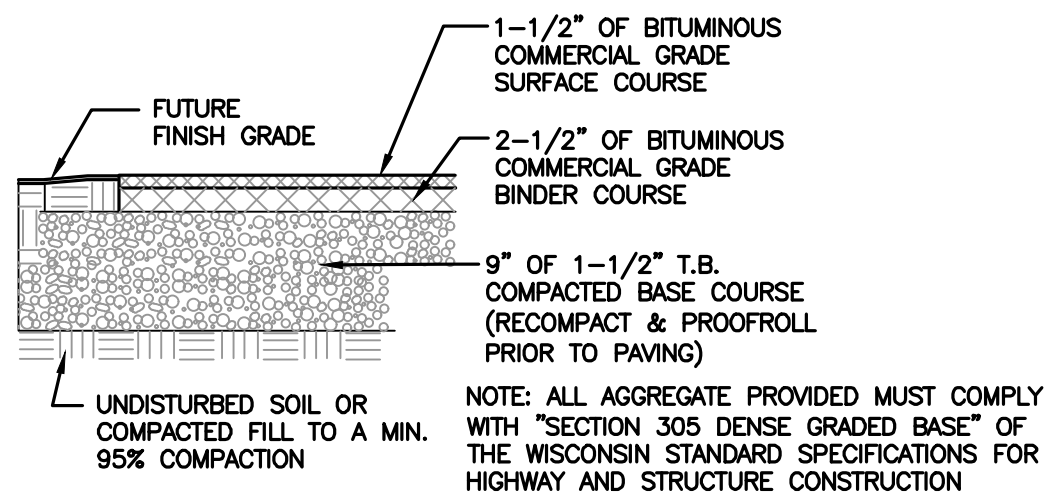
STORM SEWER INLET

NO SCALE



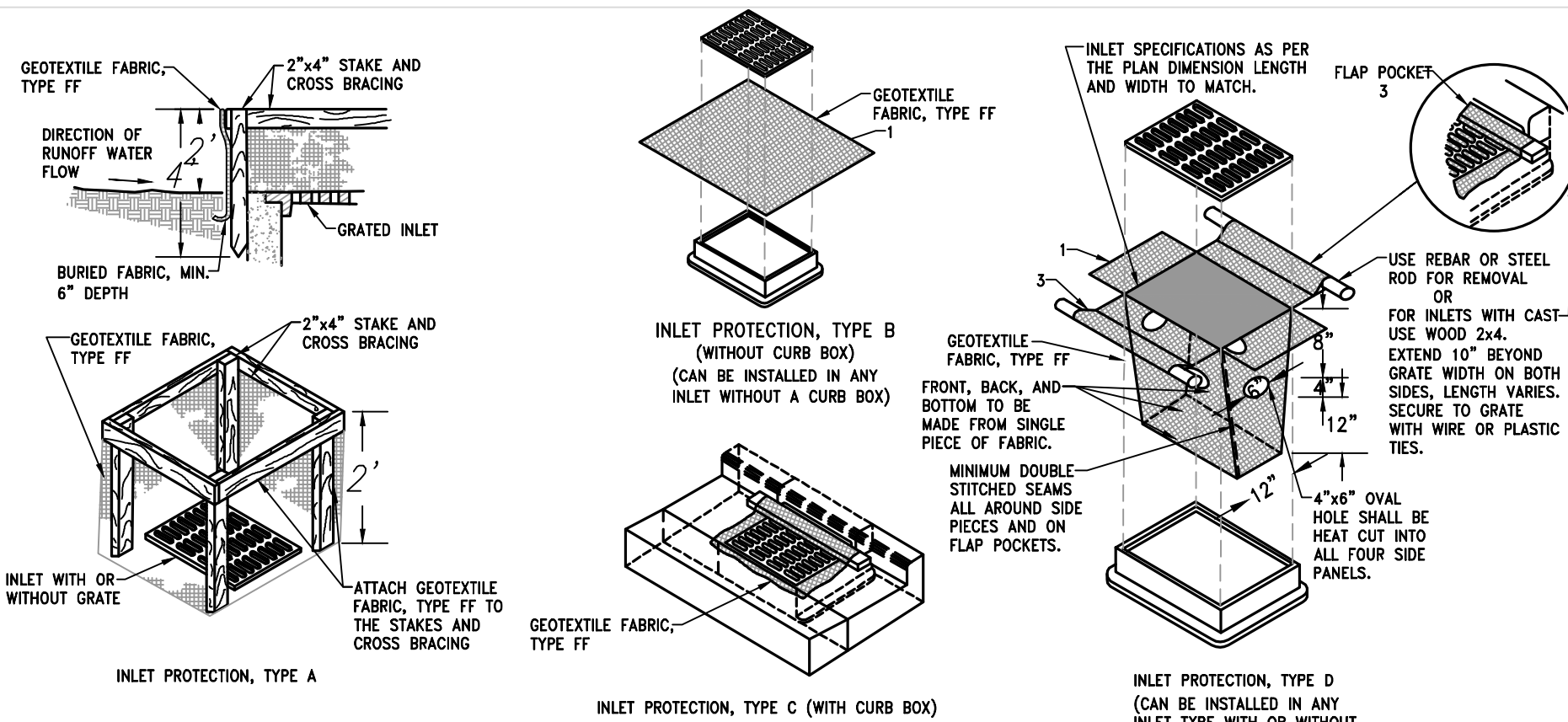
PIPE GRATE DETAIL

NO SCALE



CONCRETE DUMPSTER PAD REQUIREMENT

NO SCALE

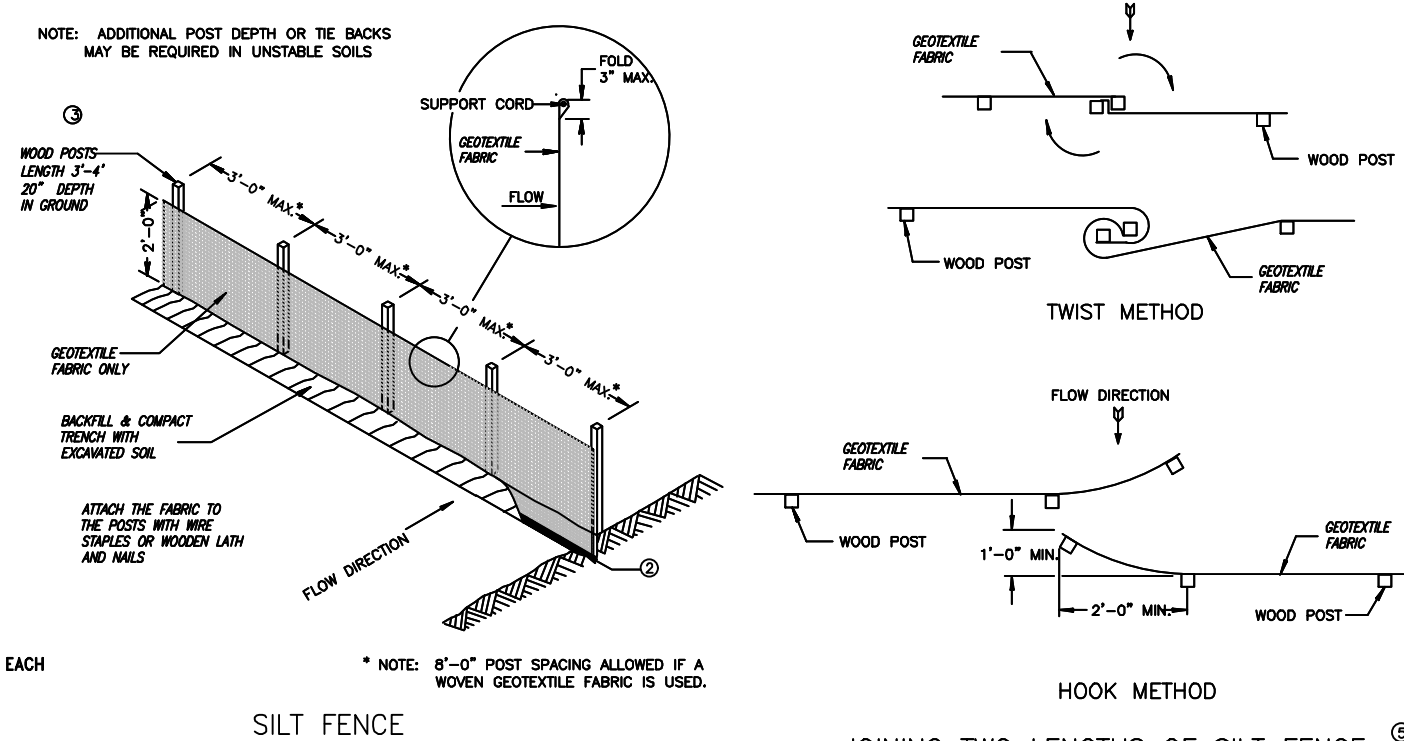


GENERAL NOTES:

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION, TYPE C (WITH CURB BOX). AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.



SILT FENCE

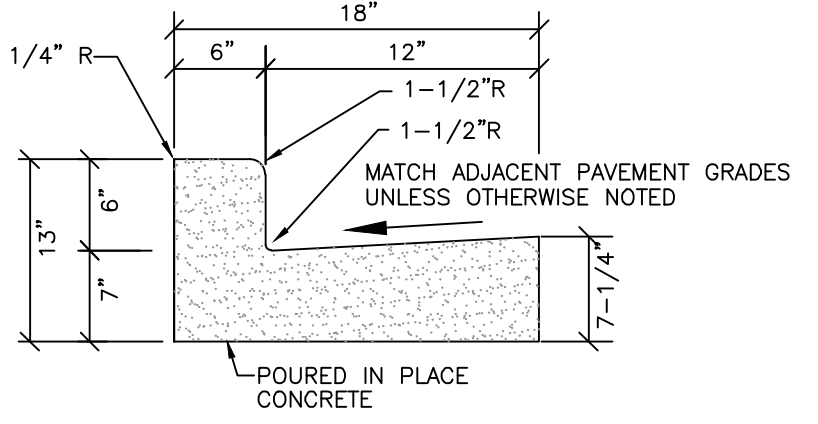
JOINING TWO LENGTHS OF SILT FENCE

GENERAL NOTES

- HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FILL MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/2" x 12" OF OAK OR HICKORY.
- SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TIES, OR B) HOOK THE END OF EACH SILT FENCE LENGTH.

SILT FENCE INSTALLATION DETAIL

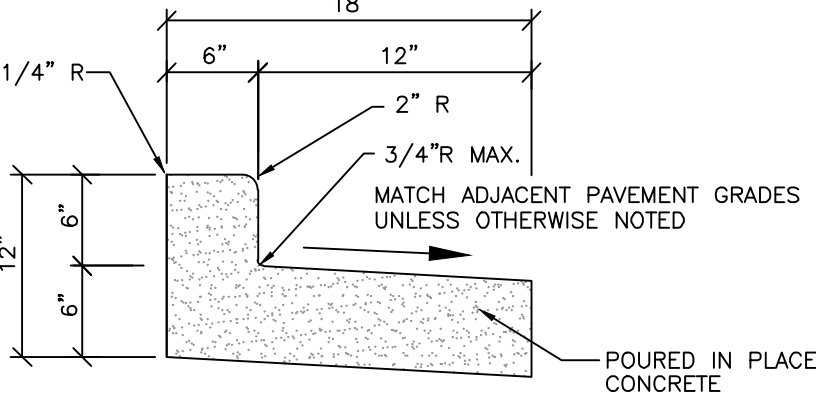
NO SCALE



18" CONCRETE CATCH CURB & GUTTER

NO SCALE

NOTE: ALL PROPOSED CURB & GUTTER SHALL BE 18" CONCRETE CATCH CURB & GUTTER UNLESS OTHERWISE NOTED.



18" REJECT CURB & GUTTER DETAIL

NO SCALE

NOTE: SEE PROPOSED SITE PLAN FOR LIMITS OF PROPOSED REJECT CURB & GUTTER.

WISCONSIN PROFESSIONAL ENGINEER
JOSHUA D. PUDELKO
E-39120
WAUKESHA, WI

DESIGN & LAND SURVEYING
TRIO
CIVIL ENGINEERING

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BROOKFIELD, WI 53005
PHONE: (262) 790-1480
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EMAIL: info@trioeng.com

PROJECT:
NEW BERLIN SOUTH
5295 S MOORLAND ROAD (CTH O)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

REVISION HISTORY	
DATE	DESCRIPTION
01/27/2020	PER CITY REVIEW
03/27/2020	PER CITY REVIEW
04/07/2020	PER CITY REVIEW
08/08/2020	PER CITY REVIEW
09/04/2020	PER CITY REVIEW
12/14/2020	PER CITY REVIEW
01/05/2021	PER CITY REVIEW
11/30/2021	PER RETAINING WALL REV.

DATE:
NOVEMBER 30, 2021

JOB NUMBER:
19018

DESCRIPTION:
CONSTRUCTION
NOTES & DETAILS

SHEET

C4.0

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DESCRIPTION:

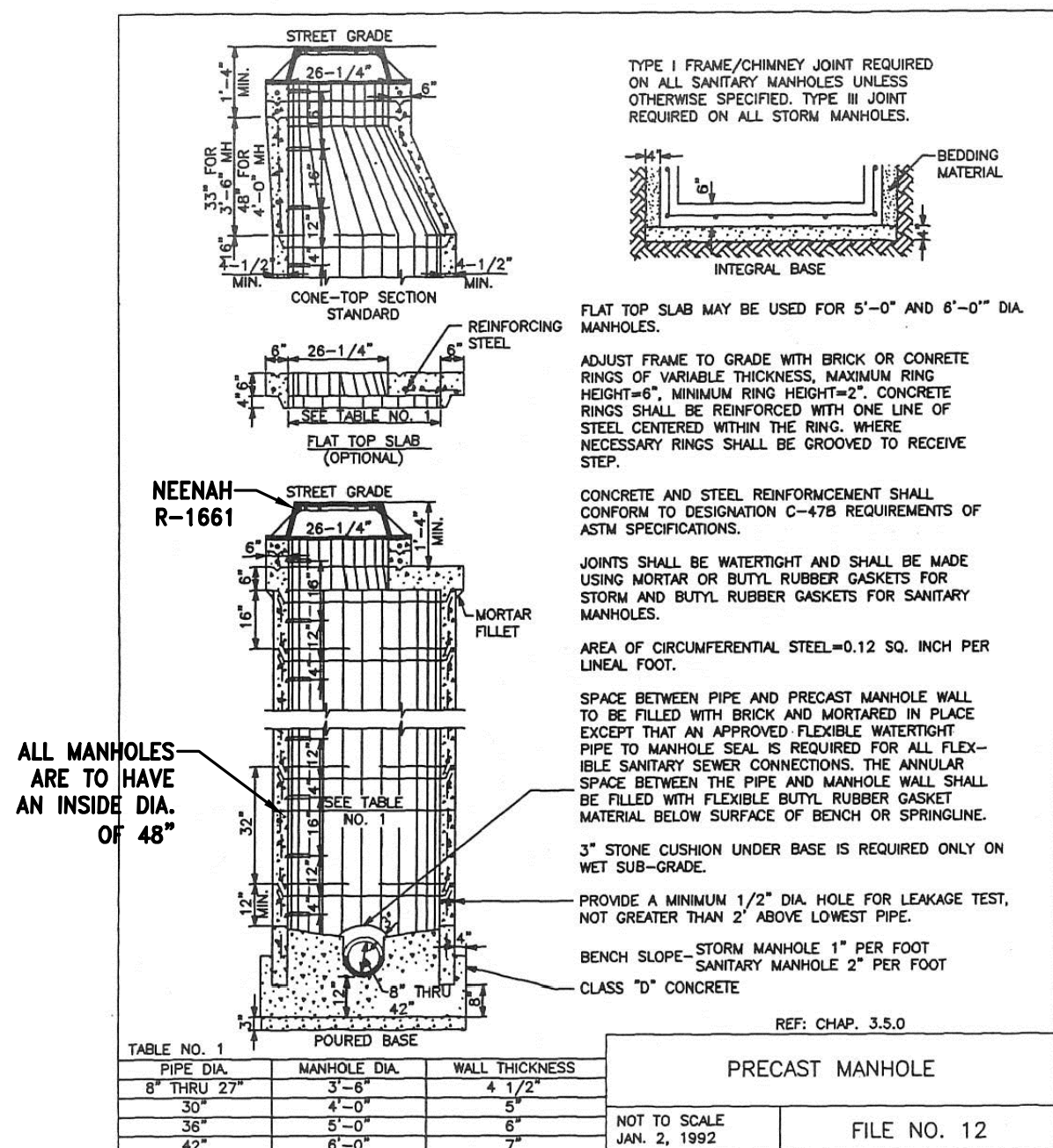
CONSTRUCTION

NOTES &

DETAILS

SHEET

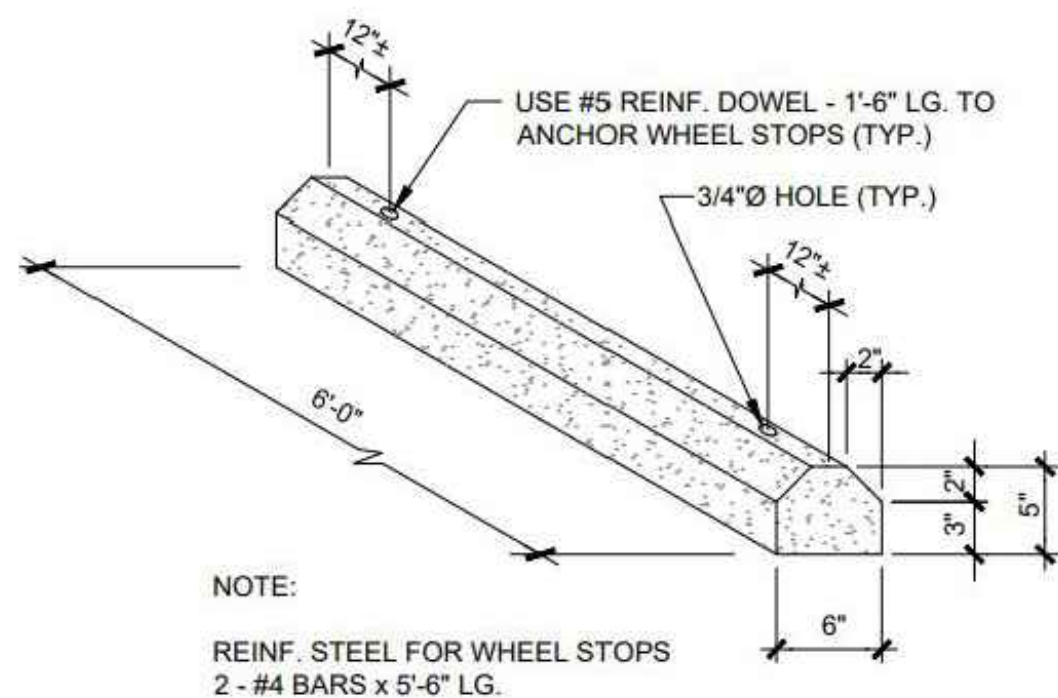
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SANITARY MANHOLE DETAIL

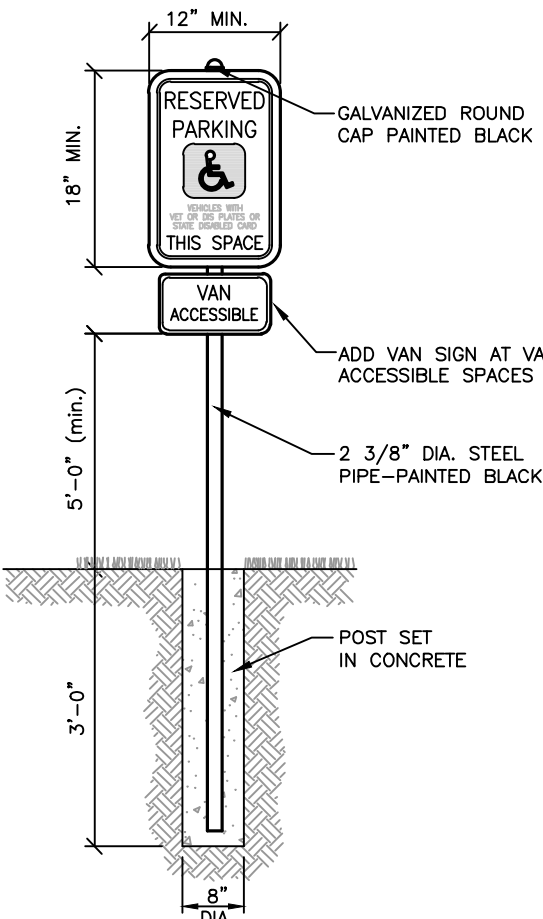
NO SCALE

NOTE: ALL SANITARY MANHOLES SHALL BE WATERPROOFED AND PROVIDED WITH INTERNAL/EXTERNAL SEALS AND MACWRAP JOINTS



WHEEL STOP DETAIL

SCALE : NTS



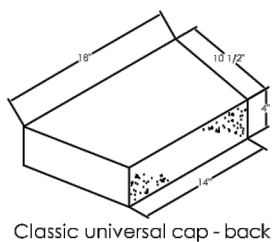
HANDICAP SIGNAGE DETAIL

NO SCALE

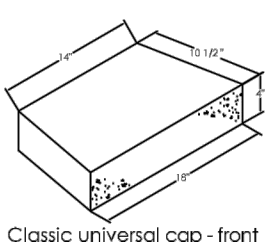
Typical Details

Classic 8

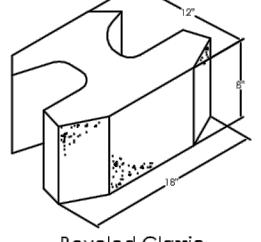
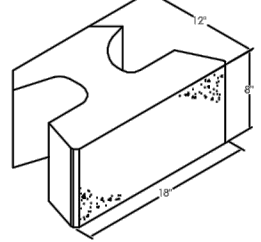
(Dimensions may vary by region)



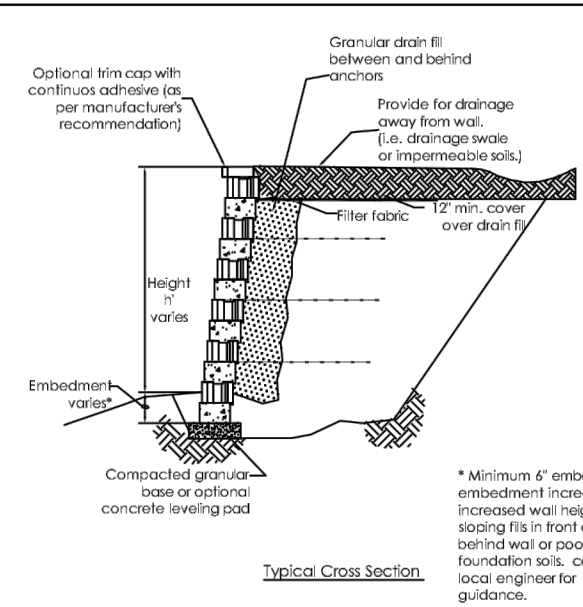
Classic universal cap - back



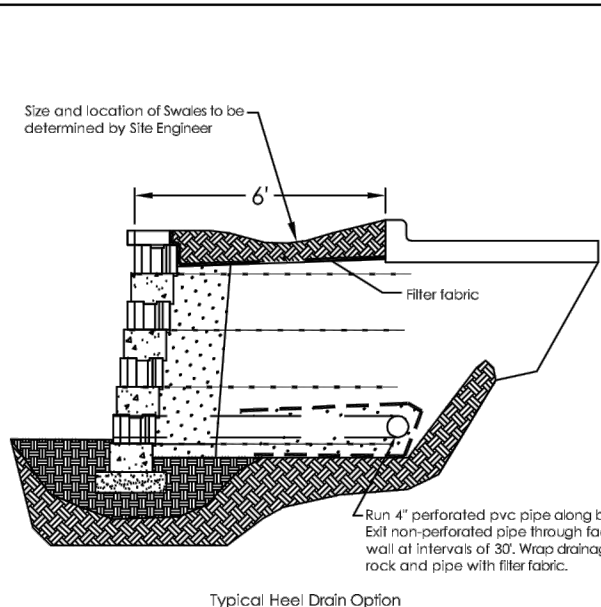
Classic universal cap - front



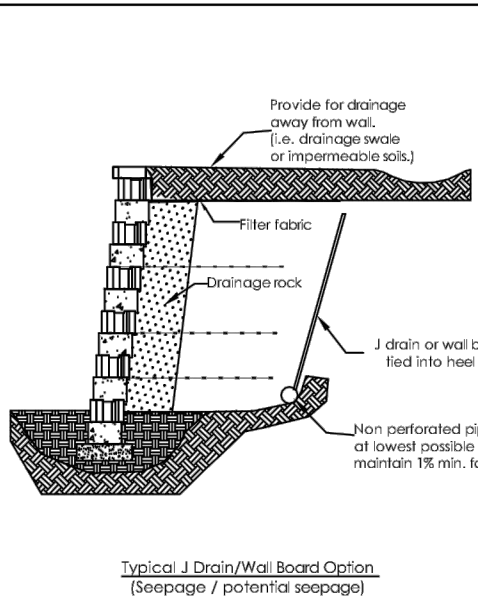
Revised Classia



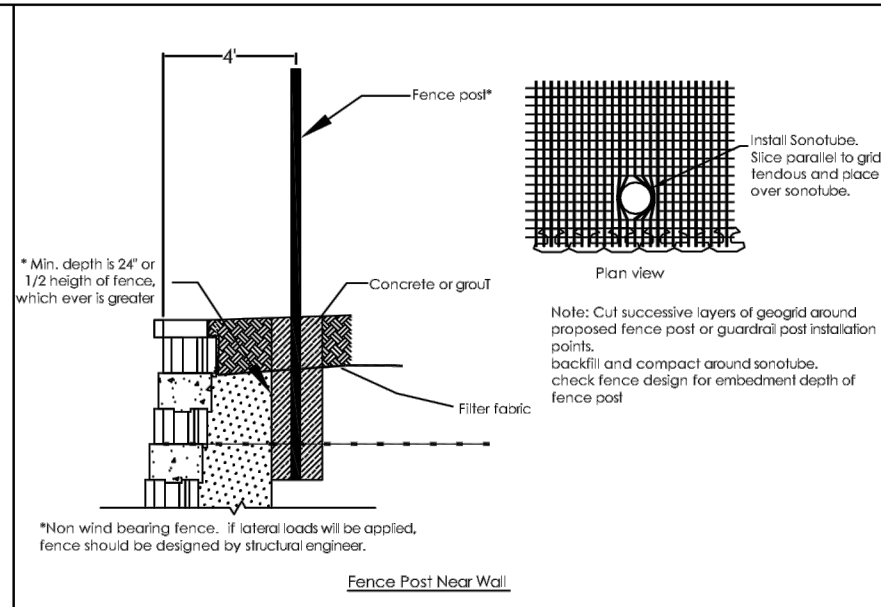
Typical Cross Section



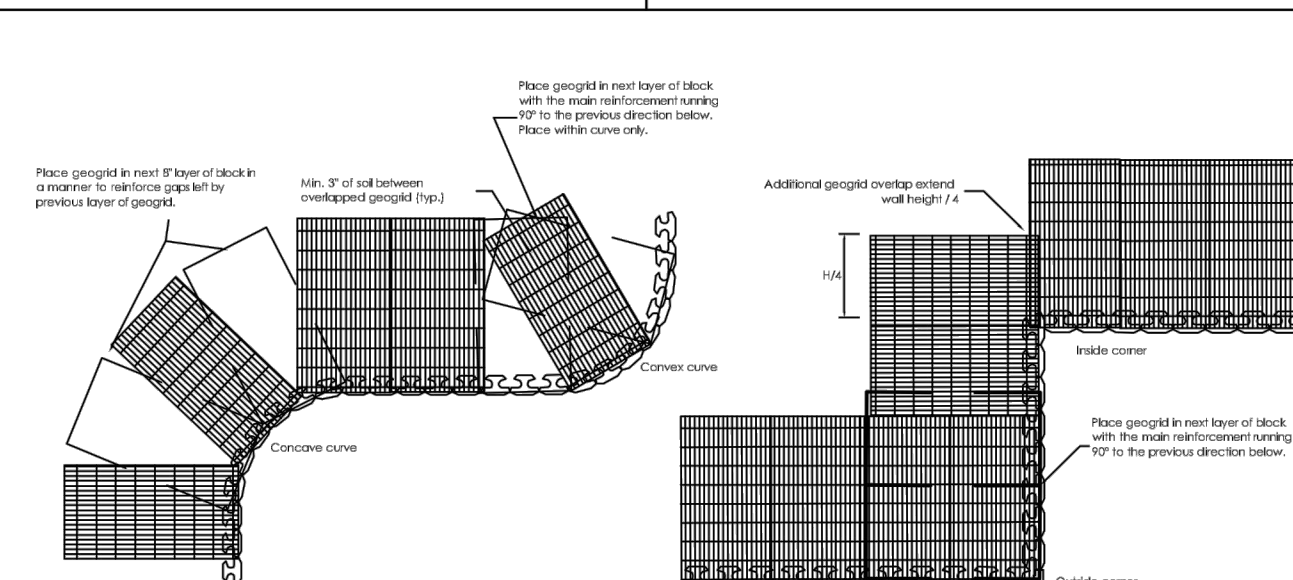
Typical Heel Drain Option
(Seepage / potential seepage)



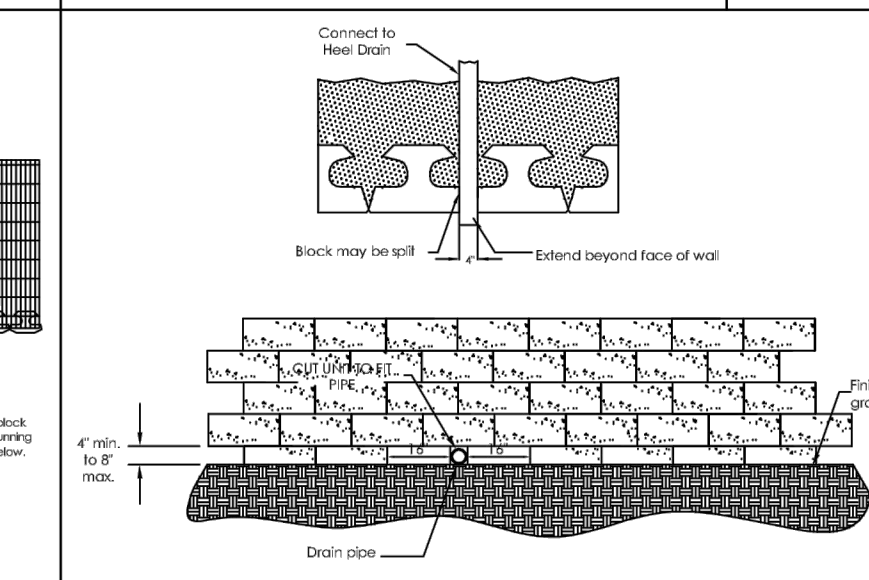
Typical J Drain/Wall Board Option
(See page 1 for installation instructions)



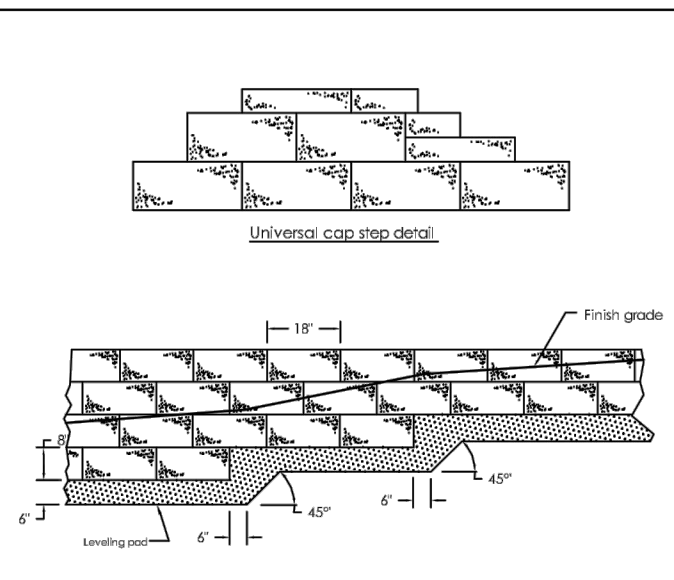
nce Post Near Wall



Grid Placement



Drain tile outlet



Leveling pad step detail

No.	Date	Revisions	By:	 ROCKWOOD™ RETAINING WALLS <i>A better way.</i>		Legend  Intermediate Compacted Fill  3/4\" Crushed Stone	
						 Compacted Fill  Leveling Post	
						 Native Soil  Geogrid	

Project Name:	XX	Prepared for:	CCC
Project Location:	YY	Drawn by:	DDD
Drawing Description:		Checked by:	
Classic 8 Typical Details		Sheet	# of \$
		Date MM/DD/YYYY	
		Project Number: WWWPRO#	

RETAINING WALL NOTES:

1. CONTRACTOR MAY USE ANOTHER RETAINING WALL MANUFACTURER IF DESIRED BASED ON AVAILABILITY AND COST OF MATERIAL. IN THIS EVENT, THE CONTRACTOR SHALL NOTIFY THE CITY OF NEW BERLIN ENGINEER AND PROVIDE ALL REQUIRED AND APPLICABLE DOCUMENTATION REQUESTED.
2. RETAINING WALL DETAILS ARE PROVIDED FOR REFERENCE ONLY, CONTRACTOR SHALL FOLLOW ALL MANUFACTURE DETAILS AND SPECIFICATIONS.

H:\C700\787\95018-01\CONSTRUCTION PLANS\CIVIL PLANS-NEW BERLIN SOUTH-28X34.DWG

GENERAL

- 1.THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED:
- a.WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) STORM WATER TECHNICAL STANDARDS
 - b.WISCONSIN EROSION CONTROL PRODUCT ACCEPTABILITY LIST
 - c.STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (SSSWCW)
 - d.WISCONSIN ADMINISTRATIVE CODE, SECTIONS SPS 382–387
 - e.WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION
 - f.FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
 - g.CITY OF NEW BERLIN DEVELOPMENT STANDARDS
- 2.THE OWNER, ENGINEER AND MUNICIPALITY SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION ACTIVITIES.
- 3.THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL EXISTING SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE WITH THIS PLAN.
- 4.EXISTING UTILITY INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, BASED ON BEST AVAILABLE PUBLIC RECORDS, AS–BUILT DRAWINGS, AND FIELD OBSERVATIONS. NO RESPONSIBILITY IS ASSUMED BY THE OWNER OR ENGINEER FOR ACCURACY OR COMPLETENESS. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND NATURE OF EXISTING UTILITIES, AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
- 5.THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, ELEVATIONS, AND SIZES OF EXISTING UTILITIES AND SHALL CHECK ALL PROPOSED UTILITY CONNECTIONS AND CROSSINGS PRIOR TO PROCEEDING WITH ANY WORK. ANY CONFLICTS OR DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER SO REDESIGN MAY OCCUR IF NEEDED. COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR’S OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 6.THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT IS AVAILABLE FROM THE OWNER. THE CONTRACTOR SHALL ABIDE BY THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- 7.THE CONTRACTOR SHALL FIELD VERIFY ELEVATIONS OF THE BENCHMARKS AND HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES, AND SHALL NOTIFY THE ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH ANY WORK.
- 8.SURVEY BENCHMARKS AND CONTROL POINTS SHALL BE MAINTAINED AND PROTECTED FROM DISTURBANCE.
- 9.PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED AT ALL TIMES. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR’S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR’S EXPENSE.
10. ANY ADJACENT PROPERTIES OR ROAD RIGHT–OF–WAYS WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR. THE COST OF RESTORATION IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED.
11. PUBLIC ROADS SHALL NOT BE FULLY CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SITE SHALL BE LIMITED TO THE GRAVEL CONSTRUCTION ENTRANCE.
12. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.
13. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING COPIES OF ALL PERMITS AND FOR ABIDING BY ALL PERMIT REQUIREMENTS AND RESTRICTIONS.
14. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.

PREPARATION

- 1.WORK SHALL CONSIST OF DEMOLITION, ABANDONMENT, AND REMOVAL OF EXISTING FOUNDATIONS, WALLS, SLABS, FENCES, PIPING, PAVEMENTS, AND OTHER MANMADE ITEMS INTERFERING WITH NEW CONSTRUCTION. WORK SHALL ALSO CONSIST OF CLEARING AND GRUBBING OF TREES, SHRUBS, VEGETATION, ROOTS, STUMPS, RUBBISH, AND OTHER PERISHABLE MATTER INTERFERING WITH NEW CONSTRUCTION.
- 2.CONTRACT DIGGERS HOTLINE AT 800–242–8511 TO NOTIFY UTILITY PROVIDERS AND REQUEST FIELD LOCATION OF EXISTING UTILITIES WITHIN PROJECT LIMITS PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES.
- 3.INSTALL PERIMETER FENCING AND TEMPORARY EROSION CONTROL PRACTICES AS INDICATED PRIOR TO COMMENCING ANY LAND DISTURBING CONSTRUCTION RELATED ACTIVITY.
- 4.CLEARLY IDENTIFY ALL VEGETATION TO BE PRESERVED AND/OR RELOCATED PRIOR TO CLEARING AND GRUBBING.
- 5.PROTECT EXISTING IMPROVEMENTS TO REMAIN DURING CONSTRUCTION. ANY DAMAGED IMPROVEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION, OR AS OTHERWISE ACCEPTABLE TO THE OWNER.
- 6.REMOVE EXISTING ABOVE–GRADE AND BELOW–GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS.
- 7.SAWCUT ALL PAVEMENT TO BE REMOVED IN STRAIGHT LINES TO FULL DEPTH.
- 8.DEMOLISH CONCRETE AND MASONRY IN SMALL SECTIONS. BREAK UP CONCRETE SLABS THAT ARE 2 FEET OR MORE BELOW PROPOSED SUBGRADE TO PERMIT DRAINAGE.
- 9.DISCONNECT AND SEAL/CAP EXISTING UTILITIES TO BE REMOVED, RELOCATED, OR ABANDONED IN ACCORDANCE WITH REQUIREMENTS OF UTILITY PROVIDERS.
10. DO NOT INTERRUPT UTILITY SERVICE TO EXISTING FACILITIES UNLESS PERMITTED BY THE OWNER.
11. REMOVE AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS, TRASH, AND DEBRIS FROM THE PROJECT SITE.

EROSION CONTROL

- 1.WORK SHALL CONSIST OF INSTALLATION OF TEMPORARY AND PERMANENT PRACTICES FOR SEDIMENTATION CONTROL, EROSION CONTROL, SLOPE PROTECTION, AND REMOVAL OF PRACTICES UPON FINAL SITE STABILIZATION.
- 2.INSTALLATION AND MAINTENANCE OF PRACTICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE WDNR TECHNICAL STANDARD, OR THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK IF A TECHNICAL STANDARD IS NOT AVAILABLE.
- 3.ALL PRACTICES SHALL BE INSTALLED PRIOR TO COMMENCING ANY LAND DISTURBING CONSTRUCTION RELATED ACTIVITY. EARTHWORK ASSOCIATED WITH INSTALLATION OF PRACTICES MAY OCCUR CONCURRENTLY.
- 4.ALL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT AND WARRANTY PERIOD IN CONFORMANCE WITH PERMIT REQUIREMENTS.
- 5.ALL PRACTICES SHALL BE ROUTINELY INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. THE CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND CONDUCT REPAIRS AS NEEDED.
- 6.ALL DISTURBED AREAS SHALL DRAIN TO A CONTROL PRACTICE AT ALL TIMES DURING CONSTRUCTION UNTIL FINAL STABILIZATION IS ACHIEVED, DEPENDING UPON HOW THE CONTRACTOR GRADES THE SITE, IT MAY BE NECESSARY TO INSTALL ADDITIONAL CONTROL PRACTICES IN VARIOUS LOCATIONS THROUGHOUT THE PROJECT SITE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL CONTROL PRACTICES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
- 7.ALL DISTURBED GROUND LEFT INACTIVE FOR 7 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED MIXTURE AND MULCH. THE TEMPORARY SEED MIXTURE SHALL BE IN ACCORDANCE WITH SECTION 630 OF WISDOT STANDARD SPECIFICATIONS. WINTER WHEAT OR RYE SHALL BE USED FOR TEMPORARY SEED AFTER SEPTEMBER 1.
- 8.DISTURBED AREAS THAT CAN NOT BE STABILIZED WITH A DENSE GROWTH OF VEGETATION DUE TO TEMPERATURE OR TIMING OF CONSTRUCTION SHALL BE STABILIZED BY APPLYING ANIONIC POLYACRYLAMIDE (PAM).
- 9.ALL ACTIVITIES ON THE PROJECT SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME.
10. DUST GENERATED BY CONSTRUCTION RELATED ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING, OR OTHER APPROPRIATE MEASURES.
11. THE CONTRACTOR SHALL BE PREPARED FOR DEWATERING CONDITIONS BY HAVING APPROPRIATE PUMPS AND FILTER BAGS ONSITE. ALL WATER FROM CONSTRUCTION DEWATERING SHALL BE TREATED PRIOR TO DISCHARGE FROM THE PROJECT SITE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT SITE AND PUBLIC ROADS DURING CONSTRUCTION. PUBLIC ROADS SHALL BE KEPT FREE OF SEDIMENT TRACKED FROM AREAS UNDER CONSTRUCTION BY DAILY SWEEPING OR OTHER APPROPRIATE MEASURES.

EARTHWORK

- 1.WORK SHALL CONSIST OF STRIPPING AND STORAGE OF TOPSOIL, EXCAVATION, EMBANKMENT, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE LAND BALANCE, COMPACTION, FINISH GRADING, SUBGRADE PREPARATION, AND REPLACEMENT OF TOPSOIL.
- 2.ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER AND THESE REQUIREMENTS. THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER SHALL GOVERN.
- 3.SATISFACTORY MATERIAL SHALL INCLUDE SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM AS ACCORDING TO ASTM D2487. IT SHALL BE FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES, FROZEN MATERIALS, VEGETATION, DEBRIS, AND ANY OTHER DELETERIOUS MATERIAL.
- 4.UNSATISFACTORY MATERIAL SHALL INCLUDE SOIL CLASSIFICATION GROUPS GC, SC, CL, ML, OL, CH, MH, OH, AND PT AS ACCORDING TO ASTM D2487. IT SHALL ALSO INCLUDE FILL MATERIAL NOT MAINTAINED WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.

- 5.ENGINEERED FILL MATERIAL SHALL INCLUDE A MIXTURE OF NATURAL OR CRUSHED STONE, GRAVEL, AND SAND AS ACCORDING TO ASTM D2940, WITH AT LEAST 90 PERCENT PASSING A 37.5–MM SIEVE AND NOT MORE THAN 12 PERCENT PASSING A NO. 200 SIEVE. IT SHALL BE FREE OF ORGANIC, FROZEN, OR OTHER DELETERIOUS MATERIAL AND HAVE A MAXIMUM PARTICLE SIZE OF 3 INCHES. CLAY CONTENT SHALL HAVE A LIQUID LIMIT OF LESS THAN 45 AND A PLASTICITY INDEX BETWEEN 11 AND 20.
- 6.EXCAVATE TO SUBGRADE REGARDLESS OF THE CHARACTER OF SURFACE AND SUBSURFACE CONDITIONS ENCOUNTERED. EXCAVATED MATERIAL MAY INCLUDE ROCK AND UNCLASSIFIED OBSTRUCTIONS, WHICH IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE WORK.
- 7.EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE COMPLETELY REMOVED FROM WITHIN AND A MINIMUM OF 10 FEET BEYOND BUILDING PAD AREAS. ANY RELATED EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL MATERIAL.
- 8.EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE REMOVED TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE WITHIN GREENSPACE AND PAVEMENT AREAS. ANY RELATED EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL MATERIAL.
- 9.FILL MATERIAL SHALL BE WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT, PLACED IN MAXIMUM LIFTS OF 8 INCHES, AND COMPACTED TO A MINIMUM OF 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST.
10. AREAS SHALL BE GRADED TO WITHIN 1 INCH, MORE OR LESS, OF PROPOSED SUBGRADE. DEVIATIONS SHALL NOT BE CONSISTENT IN ONE DIRECTION.
11. DISKING, HARROWING, AND AERATION TECHNIQUES SHALL BE USED TO DRY SUBGRADE PRIOR TO PROOF ROLLING.
12. IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER, PROOF ROLL SUBGRADE BELOW BUILDING PAD AND PAVEMENT AREAS DURING DRY WEATHER WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK WHERE COHESIVE SOILS ARE PREDOMINANT, AND WITH A SMOOTH DRUMMED VIBRATORY ROLLER WHERE GRANULAR SOILS ARE PREDOMINANT. SUBGRADE WHICH IS OBSERVED TO RUT OR DEFLECT EXCESSIVELY SHALL BE UNDERCUT IN ACCORDANCE WITH RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER. DO NOT PROOF ROLL WET OR SATURATED SUBGRADE.
13. THE CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. SURFACE WATER AND GROUNDWATER SHALL BE PREVENTED FROM ENTERING EXCAVATIONS, PONDING ON PREPARED SUBGRADES, AND FLOODING PROJECT SITE AND/OR SURROUNDING AREAS.
14. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ALL EARTHWORK COMPUTATIONS AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.

SANITARY SEWERAGE

- 1.WORK SHALL CONSIST OF INSTALLATION AND TESTING OF THE SANITARY SEWERAGE SYSTEM AND ALL APPURTENANCES.
- 2.ALL PUBLIC SANITARY SEWERAGE WORK SHALL BE IN ACCORDANCE WITH SSSWCW AND CITY OF NEW BERLIN DEVELOPMENT STANDARDS.
- 3.ALL PRIVATE SANITARY SEWERAGE WORK SHALL BE IN ACCORDANCE WITH WISCONSIN ADMINISTRATIVE CODE AND CITY OF NEW BERLIN DEVELOPMENT STANDARDS.
- 4.POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL BE SDR 26 CONFORMING TO ASTM D3034 FOR DEPTHS LESS THAN 18 FEET, AND SHALL BE SDR 18 CONFORMING TO AWWA C900 FOR DEPTHS GREATER THAN 18 FEET, BOTH WITH PUSH–ON RUBBER GASKETED JOINTS IN ACCORDANCE WITH SECTIONS 8.10.6 AND 8.4.1.4 OF SSSWCW.
- 5.MANHOLEs SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 8.39.0 OF SSSWCW AND CONFORM TO ASTM C478. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING. ADJUSTMENTS RINGS SHALL BE HDPE RINGS SEALED WITH BUTYL.
- 6.TRENCH SECTION SHALL BE CLASS B IN ACCORDANCE WITH SECTION 3.2.6 OF SSSWCW. MAXIMUM ALLOWABLE TRENCH WIDTH SHALL BE OUTSIDE DIAMETER OF PIPE PLUS 20 INCHES.
- 7.PIPE BEDDING AND COVER MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 8.43.0 OF SSSWCW. MINIMUM COVER OVER PIPE SHALL BE 12 INCHES.
- 8.TRENCH BACKFILL MATERIAL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF SSSWCW BENEATH AND WITHIN 5 FEET OF PAVEMENT AREAS, AND SHALL BE SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF SSSWCW BENEATH GREENSPACE AREAS.
- 9.ALL CONNECTIONS TO EXISTING SANITARY SEWER PIPES AND STRUCTURES SHALL BE CORED CONNECTIONS, UNLESS NOTED OTHERWISE. PREFABRICATED WYE CONNECTIONS ARE REQUIRED FOR ALL BUILDING SANITARY SERVICE PIPES, UNLESS NOTED OTHERWISE.
10. CLEANOUTS AND RISER EXTENSIONS SHALL BE INSTALLED IN ACCORDANCE WITH SPS 382.35 FROM SEWER PIPES TO GROUND SURFACE. LIGHT DUTY LOADING CLASSIFICATION SHALL BE USED IN UNPAVED AREAS. MEDIUM DUTY LOADING CLASSIFICATION SHALL BE USED IN PAVED FOOT TRAFFIC AREAS. HEAVY DUTY LOADING CLASSIFICATION SHALL BE USED IN PAVED VEHICULAR TRAFFIC AREAS. FRAMES AND COVERS SHALL BE SET FLUSH WITH SURFACE.
11. TRACER WIRE SHALL BE GREEN INSULATED SINGLE CONDUCTOR WIRE INSTALLED IN ACCORDANCE WITH SECTION 2.11.2 OF SSSWCW ON ALL BURIED NON–METALLIC PUBLIC SANITARY SEWER PIPE, PRIVATE SANITARY INTERCEPTOR PIPE, AND BUILDING SANITARY SERVICE PIPE. TRACER WIRE SHALL BE INSULATED, SINGLE–CONDUCTOR, 10 GAUGE SOLID COPPER OR COPPER COATED STEEL WIRE, SECURED AT LEAST EVERY 10 FEET AND AT ALL BENDS, WITH ACCESS POINTS AT LEAST EVERY 300 FEET.
12. AFTER INSTALLATION OF SANITARY SEWERAGE SYSTEM, CLEAN ALL DEBRIS FROM SYSTEM AND INSPECT FOR DAMAGE. CONDUCT TESTING OF INSTALLED PIPE IN ACCORDANCE WITH SSSWCW. REPAIR ANY DAMAGE AND REPLACE ANY PIPE NOT PASSING TESTING.

WATER DISTRIBUTION

- 1.WORK SHALL CONSIST OF INSTALLATION AND TESTING OF THE WATER DISTRIBUTION SYSTEM AND ALL APPURTENANCES.
- 2.ALL PUBLIC WATER SUPPLY WORK SHALL BE IN ACCORDANCE WITH SSSWCW AND CITY OF NEW BERLIN DEVELOPMENT STANDARDS.
- 3.ALL PRIVATE WATER SUPPLY WORK SHALL BE IN ACCORDANCE WITH WISCONSIN ADMINISTRATIVE CODE AND CITY OF NEW BERLIN DEVELOPMENT STANDARDS.
- 4.4”–16” DIAMETER POLYVINYL CHLORIDE (PVC) PIPE SHALL BE SHALL CONFORM TO THE OD OF DUCTILE IRON PIPE AND BE AWWA C–900 OR AWWA C–909, CALSS 150 OR 200, DR–18 OR –14. ALL PIPE FURNISHED WITH PUSH–ON TYPE INTEGRAL ELASTOMERIC BELL–SPIGOT JOINTS IN ACCORDANCE WITH CITY OF NEW BERLIN DEVELOPMENT HANDBOOK SECTION 2.1.
- 5.DUCTILE IRON PIPE (DIP) SHALL BE PRESSURE CLASS 350 OR GREATER. EACH DUCTILE IRON PIPE SHALL BE MANUFACTURED IN THE USA, SUBJECT TO A HYDROSTATIC PRESSURE TEST OF AT LEAST 500 PSI AT POINT OF MANUFACTURE. ALL PIPE SHALL BE FURNISHED WITH PUSH–ON TYPE JOINTS SUCH AS “TYTON” OR “FASTITE” COMPLETE WITH ALL ACCESSORIES IN ACCORDANCE WITH CITY OF NEW BERLIN DEVELOPMENT HANDBOOK SECTION 2.1.
- 6.POLYETHYLENE TUBING SHALL BE SDR–09 IN ACCORDANCE WITH SECTION 8.24.0 OF SSSWCW AND CITY OF NEW BERLIN DEVELOPMENT HANDBOOK SECTION 2.1.2 AND CONFORM TO AWWA C901.
- 7.COPPER TUBING SHALL BE TYPE “K”, ASTM D–2737, NSF 14, AWWA C–901 IN ACCORDANCE WITH CITY OF NEW BERLIN DEVELOPMENT HANDBOOK SECTION 2.1.2
- 8.BALL VALVES SHALL BE IN ACCORDANCE WITH SECTION 8.30.0 OF SSSWCW AND CONFORM TO AWWA C800 AND ASTM B82.
- 9.GATE VALVES SHALL BE IN ACCORDANCE WITH SECTION 8.27.0 OF SSSWCW AND CONFORM TO AWWA C500.
10. BUTTERFLY VALVES SHALL BE IN ACCORDANCE WITH SECTION 8.28.0 OF SSSWCW AND CONFORM TO AWWA C509–94.
11. VALVE BOXES SHALL CONFORM TO CITY OF NEW BERLIN DEVELOPMENT HANDBOOK SECTION 2.1.5 CONFORMING TO AWWA C509–94.
12. HYDRANTS SHALL BE IN ACCORDANCE WITH SECTION 8.26.0 OF SSSWCW AND CONFORM TO AWWA C502. PUMPER NOZZLE SHALL BE PERPENDICULAR TO AND ORIENTED TOWARDS THE PAVEMENT. HYDRANTS SHALL BE ATTACHED BY MEANS OF ANCHORING TEE AND HAVE A GROUND LINE TO CENTER DISTANCE OF 24 INCHES.
13. FITTINGS SHALL BE CLASS 150 IN ACCORDANCE WITH SECTION 8.22.0 OF SSSWCW, CONFORMING TO AWWA C110, AND PROVIDED WITH MECHANICAL JOINTS.
14. MECHANICAL JOINTS SHALL BE MADE WITH “COR BLUE” NUTS AND BOLTS, OR APPROVED EQUAL.
15. POLYETHYLENE WRAP SHALL BE IN ACCORDANCE WITH SECTION 8.21.0 OF SSSWCW AND PROVIDED FOR ALL METAL PIPES AND FITTINGS.
16. THRUST RESTRAINT SHALL BE IN ACCORDANCE WITH SECTION 4.3.13 OF SSSWCW AND PROVIDED FOR ALL BENDS, CAPS, PLUGS, AND TEES.
17. TRENCH SECTION SHALL BE IN ACCORDANCE WITH FILE NO. 36 OF SSSWCW. MAXIMUM ALLOWABLE TRENCH WIDTH SHALL BE OUTSIDE DIAMETER OF PIPE PLUS 20 INCHES.
18. PIPE BEDDING AND COVER MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 8.43.0 OF SSSWCW. MINIMUM COVER OVER PIPE SHALL BE 12 INCHES.
19. TRENCH BACKFILL MATERIAL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF SSSWCW BENEATH AND WITHIN 5 FEET OF PAVEMENT AREAS, AND SHALL BE SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF SSSWCW BENEATH GREENSPACE AREAS.
20. TRACER WIRE SHALL BE 12 AWG INSTALLED IN ACCORDANCE WITH SECTION 2.11.2 OF SSSWCW ON ALL BURIED PUBLIC WATER MAIN PIPE, PRIVATE WATER MAIN PIPE, AND BUILDING WATER SERVICE PIPE.
21. THE CONTRACTOR IS RESPONSIBLE FOR PRESSURE TESTING AND SAFE WATER SAMPLING. HYDROSTATIC TESTING SHALL BE IN ACCORDANCE WITH SECTION 4.15.0 OF SSSWCW. DISINFECTION SHALL BE IN ACCORDANCE WITH SECTION 4.16.0 OF SSSWCW AND CONFORM TO AWWA C651. WATER MAINS SHALL BE FLUSHED AND TESTED IN THE PRESENCE OF THE WATER UTILITY OPERATOR.

STORM DRAINAGE

- 1.WORK SHALL CONSIST OF INSTALLATION AND TESTING OF THE STORM DRAINAGE SYSTEM AND ALL APPURTENANCES.
- 2.ALL PUBLIC STORM DRAINAGE WORK SHALL BE IN ACCORDANCE WITH SSSWCW AND CITY OF NEW BERLIN DEVELOPMENT STANDARDS.
- 3.ALL PRIVATE STORM DRAINAGE WORK SHALL BE IN ACCORDANCE WITH WISCONSIN ADMINISTRATIVE CODE AND CITY OF NEW BERLIN DEVELOPMENT STANDARDS.
- 4.REINFORCED CONCRETE PIPE (RCP) AND END SECTIONS SHALL BE IN ACCORDANCE WITH SECTION 8.6.0 OF SSSWCW AND CONFORM TO ASTM C78 WITH RUBBER GASKETED JOINTS CONFORMING TO ASTM C443. UNLESS NOTED OTHERWISE, 12–INCH DIAMETER PIPE SHALL BE CLASS V, 15–INCH DIAMETER PIPE SHALL BE CLASS IV, AND 18–INCH DIAMETER PIPE AND LARGER SHALL BE CLASS III.
- 5.CORRUGATED METAL PIPE (CMP) AND END SECTIONS SHALL BE 16 GAUGE CONFORMING TO ASTM A760.
- 6.HIGH–DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS SHALL BE ADS N12 AS APPROVED BY THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES PLUMBING PRODUCTS REGISTER.
- 7.POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL BE SDR 35 CONFORMING TO ASTM D3034 WITH PUSH–ON RUBBER GASKETED JOINTS CONFORMING TO ASTM D3212.
- 8.MANHOLEs SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 8.39.0 OF SSSWCW AND CONFORM TO ASTM C478. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING.
- 9.CATCH BASINS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 3.6.0 OF SSSWCW AND CONFORM TO ASTM C478. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING.
10. INLETS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 3.6.0 OF SSSWCW AND CONFORM TO ASTM C913. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING.
11. AREA DRAINS SHALL BE ADS NYLOPLAST AS APPROVED BY THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES PLUMBING PRODUCTS REGISTER.
12. FRAMES AND GRATES SHALL BE AS INDICATED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING FRAMES AND GRATES ARE COMPATIBLE WITH PRECAST STRUCTURES PRIOR TO ORDERING.
13. TRENCH SECTION SHALL BE CLASS B IN ACCORDANCE WITH SECTION 3.2.6 OF SSSWCW. MAXIMUM ALLOWABLE TRENCH WIDTH SHALL BE OUTSIDE DIAMETER OF PIPE PLUS 20 INCHES.
14. PIPE BEDDING AND COVER MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 8.43.0 OF SSSWCW. MINIMUM COVER OVER PIPE SHALL BE 12 INCHES.
15. TRENCH BACKFILL MATERIAL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF SSSWCW BENEATH AND WITHIN 5 FEET OF PAVEMENT AREAS, AND SHALL BE SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF SSSWCW BENEATH GREENSPACE AREAS.
16. ALL CONNECTIONS TO EXISTING STORM SEWER PIPES AND STRUCTURES SHALL BE CORED CONNECTIONS, UNLESS NOTED OTHERWISE.
17. CLEANOUTS AND RISER EXTENSIONS SHALL BE INSTALLED IN ACCORDANCE WITH SPS 382.35 FROM SEWER PIPES TO GROUND SURFACE. LIGHT DUTY LOADING CLASSIFICATION SHALL BE USED IN UNPAVED AREAS. MEDIUM DUTY LOADING CLASSIFICATION SHALL BE USED IN PAVED FOOT TRAFFIC AREAS. HEAVY DUTY LOADING CLASSIFICATION SHALL BE USED IN PAVED VEHICULAR TRAFFIC AREAS. FRAMES AND COVERS SHALL BE SET FLUSH WITH SURFACE.
18. TRACER WIRE SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 2.11.1 OF SSSWCW ON ALL BURIED NON–METALLIC PUBLIC STORM SEWER PIPE, PRIVATE STORM INTERCEPTOR PIPE, AND BUILDING STORM SERVICE PIPE. TRACER WIRE SHALL BE INSULATED, SINGLE–CONDUCTOR, 12 GAUGE SOLID COPPER OR COPPER COATED STEEL WIRE, SECURED AT LEAST EVERY 10 FEET AND AT ALL BENDS, WITH ACCESS POINTS AT LEAST EVERY 300 FEET.
19. AFTER INSTALLATION OF STORM DRAINAGE SYSTEM, CLEAN ALL DEBRIS FROM SYSTEM AND INSPECT FOR DAMAGE. CONDUCT TESTING OF INSTALLED PIPE IN ACCORDANCE WITH SSSWCW. REPAIR ANY DAMAGE AND REPLACE ANY PIPE NOT PASSING TESTING.

CONCRETE PAVING

- 1.WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMENT OF CRUSHED STONE BASE, INSTALLATION OF CONCRETE, AND CLEANUP.
- 2.CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WISDOT STANDARD SPECIFICATIONS.
- 3.CONCRETE SHALL BE GRADE A AIR–ENTRAINED IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
- 4.AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS.
- 5.WATER SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND ASTM C94 / C94M.
- 6.AIR–ENTRAINING SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND ASTM C260.
- 7.LIQUID CURING COMPOUND SHALL BE IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS AND AASHTO M 148.
- 8.CURBING SHALL BE IN ACCORDANCE WITH SECTION 601 OF WISDOT STANDARD SPECIFICATIONS.
- 9.SIDEWALK AND PATIO SHALL BE IN ACCORDANCE WITH SECTION 602 OF WISDOT STANDARD SPECIFICATIONS.
10. CONCRETE FORMS SHALL REMAIN IN PLACE AT LEAST 24 HOURS AFTER CONCRETE INSTALLATION AND SHALL BE CLEANED AFTER EACH USE. CONCRETE FORMS SHALL BE COATED WITH RELEASE AGENT TO ALLOW SEPARATION WITHOUT DAMAGE TO CONCRETE.
11. CONSTRUCTION AND CONTRACTION JOINTS SHALL BE IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS.
12. ISOLATION JOINTS SHALL CONSIST OF PREFORMED JOINT FILLER STRIPS ABUTTING CURBING, INLETS, CATCH BASINS, MANHOLES, STRUCTURES, AND OTHER FIXED OBJECTS.
13. EDGES OF CONCRETE PAVEMENT, CURBING, SIDEWALK, PATIOS, AND JOINTS SHALL BE TOOLED IN CONCRETE AFTER INITIAL FLOATING WITH AN EDGING TOOL TO A 1/4–INCH RADIUS. REPEAT TOOLING AFTER APPLYING SURFACE FINISHES AND ELIMINATE TOOL MARKS ON SURFACES.
14. FINISH, CURE, AND PROTECT CURBING IN ACCORDANCE WITH SECTION 601 OF WISDOT STANDARD SPECIFICATIONS.
15. FINISH (LIGHT BROOM), CURE, AND PROTECT SIDEWALK AND PATIOS IN ACCORDANCE WITH SECTION 602 OF WISDOT STANDARD SPECIFICATIONS.
16. FINISH (ARTIFICIAL TURF DRAG), CURE, AND PROTECT VEHICULAR PAVEMENT AND PADS IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS.
17. MAINTAIN CONCRETE FREE OF STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL. SWEEP CONCRETE PRIOR TO SUBSTANTIAL COMPLETION INSPECTION.
18. REMOVE AND REPLACE CONCRETE THAT IS BROKEN, DAMAGED, DEFECTIVE, OR DOES NOT COMPLY WITH THE REQUIREMENTS LISTED ABOVE.

ASPHALT PAVING

- 1.WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMENT OF CRUSHED STONE BASE, INSTALLATION OF HOT–MIX ASPHALT, PAVEMENT MARKING, SIGNAGE, AND CLEANUP.
- 2.CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WISDOT STANDARD SPECIFICATIONS.
- 3.ASPHALTIC MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 455 OF WISDOT STANDARD SPECIFICATIONS.
- 4.AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 460 OF WISDOT STANDARD SPECIFICATIONS.
- 5.PAVEMENT MARKING PAINT SHALL BE IN ACCORDANCE WITH WISDOT APPROVED PRODUCTS LIST. COLOR SHALL BE WHITE UNLESS INDICATED OTHERWISE ON THIS PLAN.
- 6.DO NOT CONDUCT ASPHALT PAVING IF ANY OF THE FOLLOWING CONDITIONS EXIST: CRUSHED STONE BASE IS WET OR EXCESSIVELY DAMP; TEMPERATURE IS BELOW 30 DEGREES FAHRENHEIT AT TIME OF BINDER COURSE INSTALLATION; TEMPERATURE HAS BEEN BELOW 35 DEGREES FAHRENHEIT WITHIN 12 HOURS PRIOR TO TACK COAT APPLICATION; TEMPERATURE IS BELOW 40 DEGREES FAHRENHEIT AT TIME OF SURFACE COURSE INSTALLATION.
- 7.COMPACT ASPHALT IN ACCORDANCE WITH SECTION 450 OF WISDOT STANDARD SPECIFICATIONS. COMPACT ASPHALT TO PRODUCE THE THICKNESS INDICATED WITHIN PLUS/MINUS 1/4–INCH FOR BINDER COURSE, AND WITHIN PLUS 1/4–INCH FOR SURFACE COURSE (NO MINUS).
- 8.APPLY TACK COAT BETWEEN ASPHALT COURSES AT A MINIMUM RATE OF 0.25 GAL/SY.
- 9.NO TRAFFIC SHALL BE ALLOWED ON ASPHALT AFTER FINAL ROLLING UNTIL IT HAS COOLED AND HARDENED.
10. FINAL ASPHALT SURFACE SHALL BE WITHIN A 1/8–INCH TOLERANCE AS DETERMINED BY USING A 10–FOOT STRAIGHTEDGE APPLIED LONGITUDINALLY OR TRANSVERSELY. REMOVE AND REPLACE ALL RAISED AND DEPRESSED AREAS EXCEEDING TOLERANCE.
11. APPLY PAVEMENT MARKINGS TO CLEAN AND DRY SURFACE, FREE FROM FROST, TO ENSURE PROPER BONDING. APPLY PAINT IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS TO PRODUCE MARKINGS AS INDICATED WITH UNIFORM, STRAIGHT EDGES.

RETAINING WALLS

- 1.WORK SHALL CONSIST OF FURNISHING DETAILED DESIGN, MATERIALS, LABOR, EQUIPMENT, SUPERVISION, AND DIRECTION TO CONSTRUCT RETAINING WALL SYSTEMS IN REASONABLY CLOSE CONFORMITY TO THE LINES, GRADES, AND DIMENSIONS SHOWN ON THIS PLAN. RETAINING WALLS SHOWN ON THIS PLAN ARE FOR GENERAL LOCATION AND MATERIAL REFERENCE ONLY.
- 2.THE CONTRACTOR SHALL PROCURE THE LATEST DETAILED DESIGN CALCULATIONS AND DRAWINGS, PRIOR TO RETAINING WALL INSTALLATION, FROM THE PROFESSIONAL DESIGN ENGINEER.
- 3.THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SURROUNDING STRUCTURES AND UTILITIES ARE PROTECTED FROM THE EFFECTS OF EXCAVATION AND PROVIDING ANY NECESSARY EXCAVATION SUPPORT.
- 4.THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT CONSTRUCTION ADJACENT TO THE RETAINING WALLS DOES NOT DISTURB OR PLACE TEMPORARY LOADS ON THE RETAINING WALLS THAT EXCEED DESIGN LOADS.

CITY OF NEW BERLIN DEVELOPMENT HANDBOOK: <https://www.newberlin.org/773/Development–Handbook>



PROJECT:
NEW BERLIN SOUTH
5295 S MOORLAND ROAD (Cth 0)
CITY OF NEW BERLIN, WI
PREPARED FOR:
MOORLAND HOSPITALITY GROUP, LLC
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202

REVISION HISTORY

DATE	DESCRIPTION
01/27/2020	PER CITY REVIEW
03/27/2020	PER CITY REVIEW
04/07/2020	PER CITY REVIEW
06/08/2020	PER CITY REVIEW
09/04/2020	PER CITY REVIEW
12/14/2020	PER CITY REVIEW
01/05/2021	PER CITY REVIEW
11/30/2021	PER RETAINING WALL REV.

DATE:

NOVEMBER 30, 2021

JOB NUMBER:

19018

DESCRIPTION:

**PROJECT
SPECIFICATIONS**

SHEET

C4.2

Development Agreement

This Development Agreement (this "AGREEMENT") is entered into this ____ day of _____, 2022, by and between Moorland Hospitality Group, LLC ("Moorland"), DeMoCat LLC ("DeMoCat"), their respective successors and assigns and future owners of the PROPERTY (collectively Moorland and DeMoCat may be referred to as, the "DEVELOPER") and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (the "CITY").

RECITALS

WHEREAS, Moorland is the owner of 3.3683 acres of land in the CITY, said land described as Lot 1 on Exhibits A and C attached hereto ("Lot 1"), and DeMoCat is the owner of 2.3175 acres of land in the CITY, said land described as Lot 2 on Exhibits A and C attached hereto ("Lot 2") (Lot 1 and Lot 2 may be referred to collectively as the "PROPERTY");

AND, WHEREAS, DEVELOPER desires to develop the PROPERTY for retail and commercial purposes, under the plans that are referenced as New Berlin South (the "DEVELOPMENT"), which includes certain public and private infrastructure improvements described on Exhibit B attached hereto (the "INFRASTRUCTURE IMPROVEMENTS");

AND, WHEREAS, Moorland, subject to obtaining the benefits set forth herein, proposes to develop Lot 1 and construct a 109 room Hampton Inn Hotel in accordance with the Site Plan approved by the CITY (hereinafter referred to as the "Project"). The Project will be built on Lot 1 with a private access drive known as City of New Berlin Tax Key No. NBC1260998;

AND, WHEREAS, the PROPERTY is currently zoned M-1, and the proposed DEVELOPMENT conforms to said zoning classification,

AND, WHEREAS, the CITY Plan Commission on March 2, 2020 has approved of the DEVELOPMENT with conditions;

AND, WHEREAS, the CITY Board of Public Works on _____, 2022 recommended approval of the AGREEMENT and the CITY Common Council on _____, 2022 approved the AGREEMENT.

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

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

A. DEVELOPER has prepared plans for the INFRASTRUCTURE IMPROVEMENTS, which plans have been presented to and approved by the CITY.

B. A Certified Survey Map (CSM) substantially conforming to the criteria of State Statutes and CITY Ordinances, constituting the DEVELOPMENT, a copy of which is attached

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

Tax Key No. NBC 1260.998

hereto as Exhibit C, has been recorded at DEVELOPER's sole expense.

- C. Prior to start of construction of the INFRASTRUCTURE IMPROVEMENTS, DEVELOPER shall provide insurance policy endorsements to the CITY naming the CITY as additional insured on a primary and noncontributory basis with respect to Comprehensive General Liability coverage for the INFRASTRUCTURE IMPROVEMENTS work performed by DEVELOPER. The comprehensive general liability coverage will carry limits of not less than \$1M per occurrence and \$2M in the aggregate. The coverage shall be issued on an occurrence basis for the INFRASTRUCTURE IMPROVEMENTS. In addition, the DEVELOPER shall carry liability coverage for all vehicles and hired and non-owned vehicles with limits acceptable to the CITY. The DEVELOPER shall carry Workers Compensation coverage with statutory limits. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice to the CITY prior to change, modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative, phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.
- D. Within 60 days after the CITY's issuance of the Building Permit for the PROJECT, the DEVELOPER shall commence construction of the PROJECT in accordance with the final plans and specifications approved by the CITY at the time of, or prior to, the granting of the Building Permit. Subject to a force majeure event, the DEVELOPER shall substantially complete the PROJECT in accordance with the final plans and specifications not later than December 31, 2023. The PROJECT shall be deemed substantially complete on the date the City Building Inspector issues a Final Certificate of Occupancy for the PROJECT. The City Building Inspector shall not issue the Certificate of Occupancy if the PROJECT does not materially conform to the final plans and specifications, subject to any changes to such final plans and specifications that may have been requested by the DEVELOPER and approved by the CITY. The parties to this AGREEMENT acknowledge that at the time of its execution the world is in the midst of the COVID-19 pandemic as identified by the World Health Organization and as has been acknowledged by governments throughout the world, including the United States. The parties acknowledge that absent the issuance of further specific Governmental Orders that would preclude their performance hereof, the existence of the COVID-19 pandemic and the States of Emergency declared by the United States, or any other political subdivisions prior to the date of this AGREEMENT, shall not, in and of themselves, constitute a force majeure that would prevent the performance of the terms of this AGREEMENT.
- E. Upon substantial completion of the PROJECT, the PROJECT shall be opened as a 109 room Hampton Inn Hotel.

II. SEQUENCE OF DEVELOPMENT

- A. CONSTRUCTION PLAN APPROVALS
- B. DEVELOPMENT AGREEMENT APPROVALS AND SURETIES
- C. PRE-CONSTRUCTION MEETING
- D. EROSION CONTROL AND STORMWATER BEST MANAGEMENT PRACTICES
- E. GRADING
- F. SANITARY SYSTEM

G. WATER SYSTEM

H. STORM DRAINAGE SYSTEM

I. ROAD SYSTEM

J. PRIVATE UTILITIES (Electric, Gas, Telephone, CATV, etc.)

K. RESTORATION

L. RECORD DRAWINGS AND CERTIFICATIONS

M. EASEMENT RECORDING

III. GRADING AND EROSION CONTROL

A. COMPLIANCE

1. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.
2. Erosion Control Methods shall be those required by the erosion control ordinances as adopted by the CITY, County, or State. The Primary Contractor shall be responsible for maintaining erosion control in accordance with the Erosion Control Permit during construction.
3. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved DEVELOPER's Grading Plan.
4. DEVELOPER shall be responsible for implementing the approved Master Grading Plan. This shall be achieved as part of the DEVELOPER's construction activities and by providing the approved Master Grading Plan to lot buyers for implementation during the building permit phase of the individual lots.

B. INSPECTION and MAINTENANCE

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

IV. SANITARY SYSTEM

A. AVAILABILITY

1. Each and every building in the DEVELOPMENT shall be served by a sanitary sewer lateral at DEVELOPER's sole expense and connected to the CITY Wastewater Utility in accordance with plans and specifications approved by the City Engineer, the Utility Department and all other regulatory agencies.
2. All buildings or units in the DEVELOPMENT will be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within

the Project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the owner(s).

3. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the Site Development Plan approved by the DCD and the Utility Department by laying sanitary sewer laterals in the private access easement as directed by the City Engineer and the Utility Department.

B. CAPACITY OF THE SYSTEM

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

C. INSPECTION OF THE SYSTEM

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

D. OWNERSHIP OF SANITARY SEWER SYSTEM

1. The sanitary lateral to all building sites within the DEVELOPMENT shall be privately owned.

E. SANITARY SEWER SERVICE CHARGES

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

V. **WATER SYSTEM**

A. AVAILABILITY

1. Each and every building in the DEVELOPMENT shall be served by water main and a lateral installed at DEVELOPER's sole expense and connected to the New Berlin Water Utility in accordance with plans and specifications approved by the DCD, the Utility Department and all other agencies with jurisdiction.
2. All buildings or units in the DEVELOPMENT will be individually served with private laterals. In the event it is later determined that the locations, pressure or size of such laterals are insufficient to service certain parcels or units of land within the Project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the owner(s).
3. DEVELOPER shall provide for the extension of the water system in accordance with the Site Development Plan approved by the DCD and the Utility Department by laying water mains in public right-of-way and/or public easement as directed by the City Engineer and the Utility Department and shown on the plans.
4. Each condo dwelling unit and each commercial lease space shall be

independently metered per CITY code.

B. CAPACITY OF THE SYSTEM

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

C. INSPECTION

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

D. OWNERSHIP

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

E. WATER UTILITY CHARGES

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

VI. **STORM DRAINAGE SYSTEM**

A. COMPONENTS

1. Storm drainage shall be provided by means of storm sewers, culverts, ditches, Stormwater Best Management Practices (BMP's), and appurtenances all in accordance with storm drainage plans prepared by DEVELOPER and approved by the DCD and entirely at the DEVELOPER's sole expense. All storm drainage shall be in conformance with the approved Stormwater Management Plan.

B. CONSTRUCTION

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

misconduct of the CITY or other third parties.

4. Major drainage improvements shall be constructed during the first phase of the DEVELOPMENT including, but not limited to the BMP's and necessary downstream improvements.
5. All normal maintenance and/or repair of the Storm Drainage System shall be the obligation of the DEVELOPER. The DCD, at its discretion, may require the DEVELOPER to restore the Storm Drainage System to its original condition should its function diminish through disrepair or other causes.
6. The DCD may periodically inspect the Storm Drainage System upon reasonable notice and provided that DEVELOPER may be present during any such inspection. Should maintenance and/or repair work not be completed in a timely manner to the CITY's reasonable satisfaction, following reasonable notice from the CITY to DEVELOPER, the CITY shall have the authority to complete said work and charge all reasonable costs, including but not limited to engineering, administration costs and legal costs, to the DEVELOPER of the Property and set forth in the legal description on Exhibit A with each owner assessed an undivided fractional ownership of the expense as a lien against the Property.

C. OWNERSHIP

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

D. INSPECTION

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

E. STORMWATER CHARGES

1. Each building site or building in the DEVELOPMENT shall be subject to the Stormwater Utility fee in the same amount and collected in the same manner as are Stormwater Utility fees for all other parts of the CITY.

VII. **ROADWAYS**

- A. The DEVELOPER has obtained Permit No. A2020-57 from Waukesha County to make those INFRASTRUCTURE IMPROVEMENTS to Moorland Road.
- B. The private access drive is being improved as part of the INFRASTRUCTURE

IMPROVEMENTS for this DEVELOPMENT.

C. CONSTRUCTION

1. DEVELOPER shall provide the geotechnical data compiled during the design of the roadways to the City Engineer. Should the geotechnical data submitted to the CITY not be sufficient to satisfy the City Engineer, the DEVELOPER shall grant the CITY with a right of entry to obtain the required data. Costs associated with obtaining the required data shall be at the DEVELOPER's sole expense.
2. DEVELOPER shall install and/or improve the roadways per the approved plans.
3. The asphaltic binder course shall not be installed after September 1st, without prior approval of the City Engineer and Waukesha County.
4. At the direction of the City Engineer and Waukesha County, DEVELOPER shall adjust all affected utilities prior to installing the final asphalt surface course at DEVELOPER's sole expense.
5. Prior to final asphaltic surface course construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic concrete base course, curb and gutter sections, side path (if applicable), water system, sanitary system, and storm drainage system shall be completed at DEVELOPER's sole expense.
6. The final asphaltic surface course shall not be installed after October 1st, and shall be installed in the same calendar year as the binder course except as otherwise approved by the City Engineer and Waukesha County.
7. Material storage or stockpiling shall not be allowed on road surface after final surface course is installed.
8. DEVELOPER shall be responsible for any damage to the road system until final acceptance.

D. INSPECTION

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

E. STREET LIGHTING

1. Construction and maintenance of the private light poles and associated conduit and wiring is the responsibility of the DEVELOPER along the access drive. Oversight of all construction shall be performed under the direction of the DCD at the DEVELOPER's sole expense.

F. RELOCATION OF PRIVATE UTILITIES

1. To the extent the CITY or Waukesha County incurs any expense for private utilities to move their private infrastructure in the public right-of-way necessitated by the DEVELOPMENT, the DEVELOPER shall be responsible for those costs.

VIII. DEVELOPER GUARANTEE

- A. In addition to the remedies for default provided to the CITY in this AGREEMENT, if the DEVELOPER defaults under the terms of this AGREEMENT, or fails to pay taxes for this property during the duration of the life of the Tax Increment District No. 4, the CITY reserves the right, if such default is not cured within fourteen (14) days after prior written notice from the CITY to DEVELOPER, to impose special assessments or charges for any shortfall defined in Section X.B. below, and otherwise consistent with the special assessment statute, Wis. Stats. §66.0701, et seq., against the Property or any subdivision thereof for which a shortfall exists. The special assessment rights hereunder may be exercised pursuant to this paragraph on the Property without a hearing, but after any notice or cure provisions provided for in this AGREEMENT. DEVELOPER does hereby waive hearing on such special assessment and agrees that an assessment of up to the shortfall otherwise unpaid, is reasonable and benefits the Property. Such special assessments or charges shall be collected in the next succeeding tax roll, or as other special assessment or special charges. This paragraph constitutes the DEVELOPER'S waiver of notice and consent to the special assessment or special charges which may be required by law to the extent of an amount equal to any shortfall as defined in Section X.B. below. This provision shall survive the AGREEMENT until the earlier to occur of (a) the closure of City Tax Incremental District No. 4 ("TID No. 4") or (b) the payment of all amounts due under Article IX below.
- B. The DEVELOPER shall construct the DEVELOPMENT such that the Guaranteed Value for the Property described in Section X.A. below is met or exceeded. See Article X.
- C. The DEVELOPER shall guarantee the tax increment revenue collected by the CITY in each revenue year as set forth in Section X below. If the tax increment collected is less than this amount, this represents a shortfall that shall be payable to the CITY within 30 days of demand. If the shortfall is not paid when due, the CITY reserves the right to specially assess or impose a special charge on the Property as provided to support the shortfall as described in paragraph A above.

IX. MUNICIPAL REVENUE OBLIGATION

- A. Subject to the terms of this AGREEMENT, the CITY shall provide a "Municipal Revenue Obligation" to DEVELOPER as described herein and in the form attached hereto as Exhibit D. The principal amount is not to exceed \$1,571,233.00 at the time of issuance, which is based upon the DEVELOPER's estimate of the completed Development costs of \$16,700,000.00.
- B. No earlier than 30 days prior to the substantial completion of the PROJECT and issuance of an Occupancy Permit for the PROJECT as set forth herein, DEVELOPER shall provide to the CITY a written request for issuance of a Municipal Revenue Obligation, as defined herein. Within 45 days after submittal of the written request for issuance of the Municipal Revenue Obligation or within 60 days after the condition described above has been satisfied, whichever is later, the CITY shall issue a Municipal Revenue Obligation to DEVELOPER. The principal amount of the Municipal Revenue Obligation shall not exceed \$1,571,233.00 when issued. The Municipal Revenue Obligation shall be issued under the following terms and conditions:
 - 1. The Municipal Revenue Obligation shall bear interest at a rate of 5% per

annum. Interest shall accrue as provided for in the Municipal Revenue Obligation.

2. Any payment on the Municipal Revenue Obligation which is due on any payment date shall be payable solely from and only to the extent that the CITY has received, as of such payment date, actual tax increment and such actual tax increment has been appropriated by the CITY's Common Council to payment of the Municipal Revenue Obligation. Actual tax increment as referred to in this AGREEMENT shall mean that real property tax increment as defined by the State of Wisconsin Tax Increment Law solely generated from and paid by the PROPERTY.
3. The CITY shall apply not less than ninety percent (70%) of the increment consistent with the cash flow projections set forth on the attached Exhibit E; provided that the parties recognize that Exhibit E is a projection only and will be adjusted based on actual borrowing and increment generation.
4. For purposes of the Municipal Revenue Obligation, a payment date shall mean 30 days following the date on which property taxes levied against the Property for the prior year are paid consistent with the schedule attached to the Municipal Revenue Obligation when issued. The schedule shall be prepared such that the payments on the Municipal Revenue Obligation extend through 2038. On each of the payment dates, the CITY shall pay the DEVELOPER the actual tax increment up to the scheduled payment amount shown on the schedule attached to the Municipal Revenue Obligation, together with such additional amounts as stated in the preceding paragraphs and/or, if any, deferred from prior years as may be payable on the payment date as provided under the terms of the Municipal Revenue Obligation that has been appropriated for that purpose by the CITY's Common Council in accordance with the requirements for revenue obligations.
5. The CITY covenants and agrees that the actual tax increment held by the City in any given year, as of a given payment date shall not be appropriated for any use not identified on the Municipal Revenue Obligation amortization schedule (recognizing that City administrative expenses are allowed uses), if not appropriated for the Municipal Revenue Obligation due as of such payment date, until the earliest to occur of the following: (a) The CITY has paid the Municipal Revenue Obligation payment due in that year (including the scheduled payment amount, plus any additional amounts deferred from prior years and payable on that payment date); or (b) until said Municipal Revenue Obligation has been paid in full. The District shall not be terminated until the first of the following to occur: (a) the Municipal Revenue Obligation has been paid in full; or (b) December 31, 2038,
6. Any amount of the Municipal Revenue Obligation due and owing that is unpaid in any one year shall carry over to the next year; however, any obligation to repay any amount that is unpaid after December 31, 2038 shall be extinguished and no further amounts shall be due from the CITY under this AGREEMENT or otherwise.
7. DEVELOPER may assign the Municipal Revenue Obligation to any lender providing financing to the DEVELOPMENT or to a successor owner of the DEVELOPMENT, and upon notice of such assignment, the CITY shall pay directly to such lender or successor the payment amounts due on account on

the Municipal Revenue Obligation and consistent with the schedule attached thereto; provided that the parties recognize that Exhibit E (on which the schedule is based) is a projection only and will be adjusted based on actual borrowing and increment generation. Any such assignment shall be subject to the terms contained in this AGREEMENT.

8. The CITY, upon accumulating actual tax increment in excess of the scheduled appropriated payments and solely at its option, may, at any time, prepay any remaining scheduled payment or portions thereof.
- C. THE MUNICIPAL REVENUE OBLIGATION SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY PAYABLE ONLY FROM ACTUAL TAX INCREMENT THAT IS APPROPRIATED BY THE CITY'S COMMON COUNCIL FOR THAT PURPOSE. No property or other asset of the CITY, except actual tax increment appropriated to make payments with respect to the Municipal Revenue Obligation is or shall be a source of payment of the CITY's obligations thereunder. The Municipal Revenue Obligation shall not constitute a debt or obligation of the CITY, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory limitation or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers
- D. THE CITY MAKES NO REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, THAT THE ACTUAL TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE MUNICIPAL REVENUE OBLIGATION.
- E. The CITY shall have no obligation to make payments on the Municipal Revenue Obligation while the DEVELOPER is in default of any of its obligations under this AGREEMENT or if no actual tax increment is available.
- F. The DEVELOPER warrants and represents that the Property, as of the date of this AGREEMENT, shall be owned or occupied by entities that are not exempt from real estate taxes, and it shall be a condition of this AGREEMENT that ownership or occupancy of any portion of the Property may not be transferred, unless the Property being transferred is subject to a Deed Restriction referencing the successor owner's responsibility to comply with the terms of this AGREEMENT, or otherwise with the prior written consent of the CITY. This obligation shall survive until the closure of TID No. 4.
- G. Notwithstanding anything in this AGREEMENT or in the Municipal Revenue Obligation to the contrary, the parties acknowledge that that portion of the principal amount of the Municipal Revenue Obligation equal to \$484,411.00 constitutes the price for the City to purchase completed public INFRASTRUCTURE IMPROVEMENTS from the Developer.

X. ASSESSED VALUATION GUARANTY

- A. In consideration of the issuance of the Municipal Revenue Obligation, the DEVELOPER hereby guaranties that commencing in the first full calendar year following the completion date of the Project, the value increment of the Property as defined in Wis. Stats. §66.1105(2)(m) (the "Assessed Value") shall not be less than \$11,648,217 (the initial "Guaranteed Value"); the Developer further guaranties that commencing in the second full calendar year following the completion date of the

Project and for each calendar year thereafter through the closure of TID No. 4, the Assessed Value shall be not less than \$14,203,785.00 (the final "Guaranteed Value"). If, in any year during the term of this guaranty, the Assessed Value is less than the applicable Guaranteed Value, then the DEVELOPER shall make an Assessed Value Shortfall Payment to the CITY as provided for herein. An Assessed Value Shortfall Payment shall mean the difference between (a) the amount of property taxes that would have been assessed against the Property in the applicable year had the Assessed Value been equal to the applicable Guaranteed Value and (b) the actual amount of property taxes assessed against the Property for such year. The DEVELOPER shall make the Assessed Value Shortfall Payment to the CITY not later than the date on which all amounts come due under the property tax bill(s) issued for the Property. Notwithstanding the foregoing, upon written notice from Developer to the City and in lieu of making any Assessed Value Shortfall Payment otherwise due, Developer may elect to offset amounts otherwise then due to Developer under the Municipal Revenue Obligation by the amount of any Assessed Value Shortfall Payment(s).

- B. The assessed valuation guaranty set forth in this Article shall expire upon the closure of TID No. 4. Until such expiration, this valuation guaranty shall constitute a covenant running with the land, binding upon any and all owners of the Property and their successors and assigns, including any mortgagee that acquires title through foreclosure or a deed in lieu thereof, and any purchaser or assignee of such mortgage. The CITY is hereby empowered and authorized by DEVELOPER to levy a special assessment lien against the PROJECT to collect any unpaid Assessed Value Shortfall Payment, which lien shall be a first priority lien. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by DEVELOPER.

XI. PAYMENT OF TAXES: PAYMENT IN LIEU OF TAXES

- A. Through the life of TID No. 4, DEVELOPER will pay (or cause to be paid) all ad valorem property tax payments properly assessed against the portion of the Property owned by the DEVELOPER before such taxes become delinquent. The foregoing shall not prohibit the DEVELOPER from contesting, in good faith, the assessed value of any portion of the Property.
- B. In the event that any portion of the Property becomes exempt from ad valorem taxes prior to the closure of the TID No. 4 (the "PILOT Term"), then the DEVELOPER or any successor owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (all taxing jurisdictions included) would have been for such portion of the Property (as determined by the CITY Assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the DEVELOPER or any successor owner fails to make a payment in lieu of taxes when due, the CITY may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by DEVELOPER. Notwithstanding the levying of such special assessment, the payment obligation under this section shall be the personal obligation of the person or entity that is the owner of the Property at the time that any portion of the Property

becomes exempt from ad valorem taxes. The covenant contained in this section shall be deemed to be a covenant running with the land and shall be binding upon all owners of any portion of the Property for the duration of the PILOT Term. The CITY is hereby expressly declaring to be a beneficiary of such covenant and entitled to enforce the same against all successor owners of the Property.

XII. SURETY INSTRUMENTS

A. Prior to signing of this AGREEMENT by the CITY, DEVELOPER shall deposit with the CITY a surety instrument (cash or letter of credit) in accordance with §235-22 of the Municipal Code in the amount of 120% of the estimated cost of all the PUBLIC INFRASTRUCTURE IMPROVEMENTS as approved by the CITY in a form approved by the City Attorney which shall be returned to DEVELOPER upon the final acceptance of the PUBLIC IMPROVEMENTS by the CITY for the following:

1. Public Water System

- a. All water features shall be installed to the finish grade and installed per the CITY's Development Handbook. The Utility will conduct a final inspection; as-builts must be submitted and approved and final easements recorded for the return of that portion of the surety instrument.

B. FORFEITURE OF SURETY

1. The DEVELOPER shall take all necessary action so as to have all PUBLIC INFRASTRUCTURE IMPROVEMENTS installed and approved by December 31, 2023.
2. After completing the required PUBLIC INFRASTRUCTURE IMPROVEMENTS, the DEVELOPER shall provide a complete accounting of expenditures to the CITY.
3. Interim Reduction (Utilities)
 - a. Upon request, an interim surety reduction to 50% per Utility may be made once the utility is fully installed and operable.
4. Preliminary Acceptance Reduction (Non-Subdivision)
 - a. The surety may be reduced to 10%, by the itemized amount of as the PUBLIC INFRASTRUCTURE IMPROVEMENTS receive preliminary acceptance by the CITY.
5. Return of Surety (Non-Subdivision)
 - a. 12-months after preliminary acceptance, the CITY will conduct a final inspection of the PUBLIC INFRASTRUCTURE IMPROVEMENTS. The DEVELOPER shall make all necessary repairs thereto. After repairs are made and approved, the CITY will issue final acceptance and return the surety to the DEVELOPER'S financial institution.

C. CASH PAYMENTS FOR:

1. The CITY may charge reasonable administrative fees (not to exceed \$235,700) including but not limited to engineering, inspection, and legal fees incurred to date of approval as billed by an itemized statement and to be paid by the DEVELOPER within fourteen (14) days of receipt of invoice.

D. PUBLIC SITES AND OPEN SPACES

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

E. MISCELLANEOUS

1. DEVELOPER shall be responsible for providing documents to the prospective buyers outlining the responsibilities of any Owner's Association, and any and all associated costs, at the time of closing on the sale of any lots within the Property.
2. DEVELOPER shall be responsible for any other items, as reasonably required in writing by the CITY, necessary to accomplish the intent of this AGREEMENT.

XIII. DEED RESTRICTIONS

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

XIV. ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

- A. All PUBLIC INFRASTRUCTURE IMPROVEMENTS required by the CITY within the DEVELOPMENT are the DEVELOPER's sole responsibility.
 - B. The DEVELOPER shall take all necessary action so as to have all PUBLIC INFRASTRUCTURE IMPROVEMENTS of the DEVELOPMENT specified in the AGREEMENT installed and approved by December 31, 2023.
 - C. After completing the required PUBLIC INFRASTRUCTURE IMPROVEMENTS, the DEVELOPER shall provide a complete accounting of expenditures to the CITY.
 - D. PUBLIC INFRASTRUCTURE IMPROVEMENTS shall be accepted by the CITY when the DEVELOPER has met and satisfied each of the terms and conditions of this AGREEMENT, permits, applicable ordinances of the CITY, and the requirements of the CITY's Development Handbook.
- E. Preliminary Acceptance:
1. Preliminary Acceptance occurs when the PUBLIC INFRASTRUCTURE IMPROVEMENTS have been installed per the CITY's Development Handbook AND Waukesha County specifications, to finish grade and tested, all punch list items have been corrected, and all requirements have been satisfied by the DEVELOPER and approved by the CITY and COUNTY.
 2. Required Documentation: The following list shall not be considered all-

inclusive, but rather a guide to what is typically required.

- a. As-builts for Stormwater Best Management Practices
- b. Itemized as-built construction cost list for Public Infrastructure
- c. Easement Documents recorded
- d. All Inspection invoices are paid to date

F. Final Acceptance:

- 1. 12-months after preliminary acceptance, the CITY will conduct an inspection of the systems and prepare a punch list of items that need correction.
- 2. Final Acceptance will be granted after all punch list items have been corrected by the DEVELOPER and approved by the CITY, and paragraph D above has been satisfied.
- 3. Required Documentation: The following list shall not be considered all-inclusive, but rather a guide to what is typically required.
 - a. Erosion Control Removed
 - b. As-builts for Utilities
 - c. All Inspection invoices are paid
 - d. Lien waivers submitted

XV. GENERAL CONDITIONS

- A. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the CITY and/or its Boards and Commissions, as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.
- B. It is expressly understood and agreed that the terms of this AGREEMENT are covenants running with the land and binding on DEVELOPER and CITY. The terms of the AGREEMENT regarding insurance, warranty and surety obligations shall survive the expiration of this AGREEMENT.
- C. The signatory DEVELOPER shall not dissolve its Corporation, LLC, or other business group designation, without written notification to the CITY, more specifically the CITY Engineer, a minimum of 60 days prior to the dissolution. The written notification shall include a plan for meeting the requirements of the AGREEMENT and the identity and contact information for the person(s)/entity that will be the subsequent responsible party.
- D. DEVELOPER shall be responsible for the repair to existing roadways and infrastructure for damage caused as a result of its construction activities.
- E. DEVELOPER is required to have the public utilities (sanitary system, water system, & storm drainage system) located and marked in the field until the final as-built drawings for the utilities are approved by the CITY. As a courtesy, the New Berlin Utility Department will forward by FAX any locates requests that are received for the DEVELOPMENT. DEVELOPER shall provide the New Berlin Utility Department with a regular business hours phone number, FAX number, and an after business hours phone or pager number, so Emergency Locate requests can be forwarded, as

necessary.

- F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to, paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the lot site to prevent littering adjoining properties.
- G. Streets shall be swept daily as needed to remove silt, stone, ground or other materials which have been tracked or eroded onto the streets. The DCD may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the DCD's reasonable satisfaction, the CITY shall, after an email or telephone notice to Developer, have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the Property within this DEVELOPMENT as a special charge for current services pursuant to Wis Stat Sec. 66.0627.
- H. DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.
- I. This AGREEMENT may not be assigned by the DEVELOPER without the CITY's prior written consent, which consent shall not be unreasonably withheld.
- J. DEVELOPER or its successor or assignee shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining the DEVELOPMENT to include grass cutting and any litter removal consistent with the landscaping of the DEVELOPMENT. Failure to maintain this area shall subject the DEVELOPMENT to charges by the CITY.
- K. Setbacks, height restrictions, and locations of all structures shall be as regulated by the zoning ordinances of the CITY.
- L. All conditions of approval for the DEVELOPMENT by the Plan Commission and/or Common Council shall be followed.
- M. Except for the specific responsibilities and obligations retained by the DEVELOPMENT hereunder, CITY shall provide to the DEVELOPMENT and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.
- N. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the INFRASTRUCTURE IMPROVEMENTS according to the CITY's Development Handbook.

XVI. SPECIAL CONDITIONS

- A. Fire or emergency protection services are available to the DEVELOPMENT.

- B. Snow and ice removal from private roadways, drives or parking lots shall not be placed in public roadways or rights-of-way.
- C. DEVELOPER shall be responsible for submitting a Stormwater Management Practice Maintenance Agreement in accordance with the requirements of the CITY Zoning Code. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the CITY, at the Waukesha County Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the DEVELOPMENT.
- D. The Stormwater Management BMP's are to be maintained per the approved Stormwater Management Practice Maintenance Agreement referred to above.
- E. The DEVELOPER shall provide an open space maintenance plan satisfactory to the CITY as required under the Municipal Code Chapter 235-41. The DEVELOPER and ultimately the Owners Association shall be responsible for implementing said plan and maintaining said areas according to that plan. The DEVELOPER shall landscape and provide access to the open space as may be required by and in accordance with applicable CITY ordinance(s).
- F. Tree Replacement Fee
 - 1. Pursuant to 275-54.B(6)(b) the DEVELOPER acknowledges that it shall be responsible for paying a tree replacement fee.
 - 2. Per the condition of the Zoning Permit, the CITY and DEVELOPER have calculated the tree replacement fee of \$91,955 to be paid prior to the signing of the Zoning Permit. The amount of the fee is based upon the cost of the replacement of the trees less the expenses occurred by the DEVELOPER for improvements that benefit the CITY.

[signature page(s) follow]

ACKNOWLEDGEMENT

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

In the presence of:

Moorland Hospitality Group, LLC

(Authorized Signature)

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

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

Personally came before me this ____ day of _____, 2022, the above named Moorland Hospitality Group, LLC to me known to be the person who executed the foregoing instrument.

Notary Public Waukesha County Wisconsin
My commission expires:

DeMoCat, LLC.

(Authorized Signature)

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

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

Personally came before me this ____ day of _____, 2022, the above named DeMoCat, LLC to me known to be the person who executed the foregoing instrument.

Notary Public Waukesha County Wisconsin
My commission expires:

Approved as to form:

City Attorney

Accepted pursuant to the Authority of the Common Council:

CITY OF NEW BERLIN

Mayor

City Clerk

Drafted by: _____

CERTIFICATION

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

Document: _____

File Number: _____

Date: _____

Name: _____

Signature: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 and 2 of Certified Survey Map No. _____, recorded in the office of the Waukesha County Register of Deeds on December _____, 2021 as Document No. _____ being all that part of the NE ¼ of the SE ¼ of Section 27, in Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, formerly known as:

PT NE.25 SE.25 SEC 27 T6N R20E COM 1327.80 FT S OF E.25 COR, TH S 88 DGR 52' W 561.83 FT/BG TH S 88 DGR 52' W 767.27 FT, TH S 0 DGR 28' W 511 FT, TH N 88 DGR 52' E 767.27 FT, TH N 0 DGR 28' E 511 FT/BGN ALSO COM AT SE COR OF ABOVE, TH N 88 DGR 52' E 562.10 FT, TH N 33.01 FT TH S 88 DGR 52' W 561.83 FT, TH S 33.01 FT/BGN EX HY V1066/17 R1165 I235 CONVEYANCE OF RIGHTS IN LAND DOC #3425045 REC 10/04/2006 EXC ROW 2.5 AC TO WI DOT DOC #3447858 REC 01/08/2007

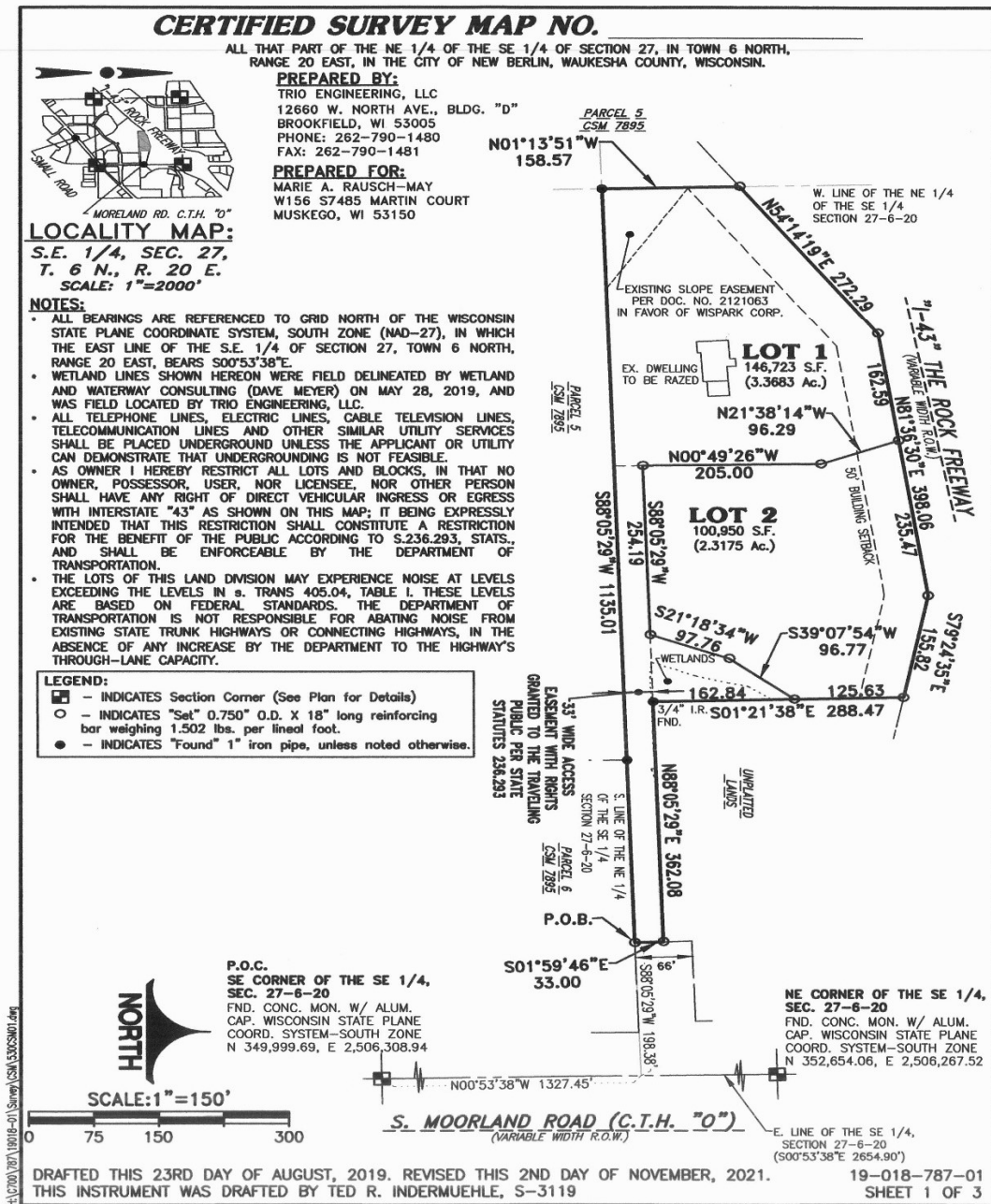
EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS

1. Access Road (Moorland Road to Site) – Private	\$111,296
2. Moorland Road left turn lane extension – Waukesha County	\$36,439
3. Site Utilities – Public Watermain, Private Sanitary, Private Storm Sewer -	\$354,861
4. Storm Water Management Facilities – Private	\$818,830
5. Electrical/Light Poles for Access Road	\$32,053
6. Curb and Gutter	\$54,932
7. Retaining Walls	\$146,313
8. Developer Pro Forma Review	\$4,500
9. TID Creation Costs	<u>\$ 12,000</u>
TOTAL	\$1,571,223

EXHIBIT C

CERTIFIED SURVEY MAP



CERTIFIED SURVEY MAP NO.

ALL THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 27, IN TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped all that part of the Northeast 1/4 of the Southeast 1/4 of Section 27, Town 6 North, Range 20 East, City of New Berlin, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast Corner of the said Southeast 1/4; Thence North 00°53'38" West along the East line of said Southeast 1/4, 1327.45 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4; Thence South 88°05'29" West along said South line, 198.38 feet to the West Right-of-Way of South Moorland Road (County Highway "O") and the place of beginning of lands hereinafter described;

Thence continuing South 88°05'29" West along said South line, 1135.01 feet to a point on the West line of the Northeast 1/4 of the Southeast 1/4; Thence North 01°13'51" West along said West line, 158.57 feet to a point on the Southerly Right-of-Way of Interstate "43"; Thence North 54°14'19" East along said Southerly line, 272.29 feet to a point; Thence North 81°36'30" East along said Southerly line, 398.06 feet to a point; Thence South 79°24'35" East along said Southerly line, 155.82 feet to a point; Thence South 01°21'38" East 288.47 feet to a point; Thence North 88°05'29" East 362.08 feet to a point on the West Right-of-Way of South Moorland Road (County Highway "O"); Thence South 01°59'46" East along said West line, 33.00 feet to the point of beginning of this description.

Said Parcel contains 247,673 Square Feet (or 5.6858 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of the **MARIE A. RAUSCH-MAY**, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of New Berlin in surveying, dividing and mapping the same.

Dated this _____ day of _____, 2019.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 23rd Day of AUGUST, 2019 REVISED THIS 2nd DAY OF NOVEMBER, 2021. 19-018-787-01
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUHELE, S-3119 SHEET 2 OF 3
L:\LOBBY\SWP\DOCS\DOCUMENT\787\19018-01\Survey\530-Certified Survey Map\CSM.doc

CERTIFIED SURVEY MAP NO.

ALL THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 27, IN TOWN 6 NORTH, RANGE 20 EAST, IN
THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and the Subdivision Regulations of the City of New Berlin, this _____ day of _____, 20 ____.

Marie A. Rausch-May, Owner

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20____, Marie A. Rauch-May, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

CITY OF NEW BERLIN COMMON COUNCIL APPROVAL:

This Certified Survey Map is hereby approved by the City of New Berlin Common Council, on this _____ day of _____, 20 ____.

David A. Ament, Mayor

Date:

Georgia Stanford, City Clerk

Date:

CITY OF NEW BERLIN PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the City of New Berlin Plan Commission, on this _____ day of _____, 20 ____.

David A. Ament, Mayor

Date:

Nikki Jones, Secretary

Date:

Drafted this 23rd Day of AUGUST, 2019 REVISED THIS 2nd DAY OF NOVEMBER, 2021. 19-018-787-01
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUHELE, S-3119 SHEET 3 OF 3
L:\LOBBYS\WP\DOCS\DOCUMENT\1787\19018-01\Survey\530-Certified Survey Map\CSM.doc

EXHIBIT D

MUNICIPAL REVENUE OBLIGATION

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF WAUKESHA
CITY OF NEW BERLIN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (" MRO ")		
Number	Date of Original Issuance	Principal Amount
_____	_____, Date of Completion of Project	\$1,571,233.00

FOR VALUE RECEIVED, the City of New Berlin, Waukesha County, Wisconsin (the "**City**"), promises to pay to Moorland Hospitality Group, LLC, a Wisconsin limited liability company and/or its successors and assigns (the "**Developer**"), , but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of \$1,571,233.00, together with interest at the rate of five percent (5.00%) per annum.

This MRO shall be payable in installments due 30 days following the date on which property taxes levied against the Property for the prior year are paid (the "Payment Date") consistent with **Schedule I** attached hereto in an amount equal to the actual tax increment for the prior year provided such payments are due under the Development Agreement, as hereinafter defined.

This MRO has been issued to finance projects within the City's Tax Incremental District No. 4 (the "District") and is payable only from the income and revenues herein described, which income and revenues will be or have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on _____, 202 by the Common Council of the City (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Development Agreement dated as of _____, 202 between the City and the Developer ("**Development Agreement**"). This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from "actual tax increment" (as defined in Section IX.B.2. of the Development Agreement) appropriated by the Common Council to the payment of this MRO (the "**Revenues**"), including actual tax increment which shall be set aside in the Special Redemption Fund. Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference. Defined terms used in this MRO which are not defined in this MRO shall have the meaning attributable to such terms as set forth in the Development Agreement.

The City's payment obligations hereunder are subject to appropriation by the Common Council of actual tax increments to make payments due on this MRO. In addition, as provided in Section IX.A. of the Development Agreement, the total principal amount to be paid shall in no event exceed \$1,571,233.00. When the amount of revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the

City shall have no further obligation with respect hereto.

On each of the Payment Dates, the City shall pay the Developer ninety percent (90%) of the actual tax increment up to the scheduled payment amount shown on the attached Schedule I (together with any other amounts due under Article IX of the Development Agreement, and/or, if any, deferred from prior years as maybe payable on the Payment Date that has been appropriated for that purpose by the Common Council). The City covenants and agrees that the actual tax increment held by the City shall not be appropriated for any use not identified on the attached Schedule I (which schedule allows for appropriation for City administrative expenses) until the earliest to occur of the following (a) the date that the City has paid the MRO payments then-due, or (b) the date on which the MRO has been paid in full. Any amount of the MRO due and owing that is unpaid in any one year shall carry over to the next year; however, any obligation to repay any amount that is unpaid after December 31, 2038 shall be extinguished and no further amounts shall be due from the City under this MRO.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated, incorporated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this MRO. Further, no property or other asset of the City, except the above-referenced actual tax increment, is or shall be a source of payment of the City's obligations hereunder.

The City makes no representations or covenants, express or implied, that the actual tax increment, if appropriate, will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable under this MRO.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Notwithstanding anything in this MRO or in the Development Agreement to the contrary, the parties acknowledge that that portion of the principal amount of this MRO equal to \$484,411.00 constitutes the price for the City to purchase completed public Infrastructure Improvements from the Developer.

This MRO may be transferred or assigned, in whole or in part, only with the consent of the City. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the City Council of the City of New Berlin has caused this MRO to be signed on behalf of the City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF NEW BERLIN:

By: _____
Mayor

Countersigned:

By: _____
City Clerk

Approved as to form.

By: _____
City Attorney

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 202____, the above named
_____, Mayor, and _____, City Clerk, to me known to be
the persons who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin
My Commission: _____

SCHEDULE I*

MNO \$1,571,223			
Dated Date:	Principal	Est. Rate	Interest
		5%	
			0
		5.00%	78,561
124,041	5.00%	78,561	202,602
103,165	5.00%	72,359	175,522
113,079	5.00%	67,201	180,274
114,386	5.00%	61,547	175,889
105,808	5.00%	55,831	161,647
107,087	5.00%	50,538	157,626
118,482	5.00%	45,184	163,666
125,464	5.00%	39,280	168,724
132,850	5.00%	32,987	165,837
140,649	5.00%	26,344	166,998
138,959	5.00%	20,312	168,271
142,556	5.00%	12,364	154,720
104,917	5.00%	5,346	110,168
1,571,223		645,284	2,216,517

*Payments of amounts due under this Schedule I remain subject to the terms of Articles IX and X of the Development Agreement.

EXHIBIT E

Cash Flow Projection

City of New Berlin, Wisconsin															
Tax Increment District 4															
Cash Flow Projection															
Year	Projected Revenues		Expenditures							Balances			Year		
	Tax Increments	Total Revenues	MRO \$1,571,223 Estimated Dated Date: 7/1/2023				Proposed G.O. Bonds, Series 2025 \$700,000 Dated Date: 09/01/25			City Administrative Costs	Total Expenditures	Annual		Cumulative	Principal Outstanding
			Principal	Rate	Interest	Total	Principal (6/1)	Est. Rate	Interest						
2020		0								2%					2020
2021		0									0	0	0		2021
2022	0	0								10,000	10,000	(10,000)	(10,000)		2022
2023	0	0								10,200	10,200	(10,200)	(20,200)		2023
2024	127,914	127,914	5,000	5.00%	78,561	83,561				10,404	10,404	(10,404)	(30,604)		2024
2025	194,860	194,860	55,000	5.00%	78,311	133,311				10,612	94,173	33,741	3,137		2025
2026	216,189	216,189	75,000	5.00%	75,561	150,561	50,000	3.00%	21,000	10,824	144,135	50,725	53,861		2026
2027	237,518	237,518	90,000	5.00%	71,811	161,811	50,000	3.00%	19,500	11,041	232,602	(16,413)	37,449		2027
2028	237,518	237,518	95,000	5.00%	67,311	162,311	45,000	3.00%	18,000	11,262	242,573	(5,054)	32,395		2028
2029	237,518	237,518	100,000	5.00%	62,561	162,561	45,000	3.00%	16,650	11,487	236,798	720	33,115		2029
2030	237,518	237,518	105,000	5.00%	57,561	162,561	45,000	3.00%	15,300	11,717	235,928	1,591	34,706		2030
2031	237,518	237,518	110,000	5.00%	52,311	162,311	45,000	3.00%	13,950	11,951	234,812	2,706	37,412		2031
2032	237,518	237,518	115,000	5.00%	46,811	161,811	50,000	3.00%	12,600	12,190	233,451	4,067	41,480		2032
2033	237,518	237,518	120,000	5.00%	41,061	161,061	50,000	3.00%	11,100	12,434	236,845	674	42,153		2033
2034	237,518	237,518	130,000	5.00%	35,061	165,061	50,000	3.00%	9,600	12,682	234,844	2,675	44,828		2034
2035	237,518	237,518	135,000	5.00%	28,561	163,561	50,000	3.00%	8,100	12,936	237,597	(79)	44,749		2035
2036	237,518	237,518	140,000	5.00%	21,811	161,811	50,000	3.00%	6,600	13,195	234,856	2,663	47,412		2036
2037	237,518	237,518	145,000	5.00%	14,811	159,811	70,000	3.00%	5,100	13,459	231,870	5,649	53,061		2037
2038	237,518	237,518	151,223	5.00%	7,561	158,784	100,000	3.00%	3,000	13,728	248,639	(11,121)	41,940		2038
2039	237,518	237,518								14,002	275,787	(38,268)	3,672		2039
2040	237,518	237,518									0	237,518	241,191		2040
2041	237,518	237,518									0	237,518	478,709		2041
Total	4,101,741	4,101,741	1,571,223		739,667	2,310,890	700,000		160,500	214,123	3,385,513				Total
Notes:															
Projected TID Closure															



1/18/2022

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: Lincoln Avenue Relocation Order

LOCATION: Lincoln Avenue from Calhoun Road to 1.6 miles west

REQUEST: Recommendation to the Common Council to approve the Relocation Order for the reconstruction of Lincoln Avenue and place on file with the County Clerk.

D.C.D. RECOMMENDATION: Request that the Board of Public Works recommends to the Common Council to approve the Relocation Order for the reconstruction of Lincoln Avenue from Calhoun Road to 1.6 miles west.

1. Funding of \$400,000 for Right-of-Way Acquisition on this Project was approved in January 2022 as part of TIF #5.
2. Construction is anticipated for Lincoln Avenue from Calhoun Road to 1.6 miles west in 2023.
3. Fee purchase of 2.34 Acres, to be negotiated by Single Source, Inc. for roadway improvements and necessary public utilities and drainage.
4. Temporary Limited Easements of 1.96 Acres are needed to complete construction grading and restoration.

Attachments:

Resolution No. 22-4
Relocation Order
Preliminary Plat

RESOLUTION 22-4

DECLARATION OF PUBLIC NECESSITY AND RELOCATION ORDER TO RECONSTRUCT LINCOLN
AVENUE IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

Relocation Order of the City of New Berlin, Waukesha County, Wisconsin, by its Common Council and for its Relocation Order hereby resolves as follows;

1. That this Relocation Order is in accordance with Section 840.09(3m) and 62.22(1m) of the Wisconsin Statutes, and Subsection 32.05(1) of the Wisconsin Statutes, for the purpose of the within described public improvement project.
2. The City of New Berlin hereby determines that it is necessary and a public purpose to reconstruct Lincoln Avenue from Calhoun Road to 1.6 miles west in the City of New Berlin (the "project");
3. That the City of New Berlin will acquire certain lands of interests as shown on the attached right-of-way plat which is attached hereto as Exhibit A and incorporated herein by reference;
4. That a certified copy of this resolution shall be filed with the Waukesha County Clerk within 20 days of its adoption and final approval.

Passed and adopted by the Common Council this _____ day of _____ 2022.

APPROVED:

David Ament, Mayor

Countersigned / Certified:

Georgia Stanford, City Clerk

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project	Road name West Lincoln Ave from South Johnson Road to South Calhoun Road	Highway West Lincoln Avenue	County Waukesha
Right of way plat date 02/11/2022	Plat sheet number(s) 10	Previously approved Relocation Order date	

Description of termini of project:

West Lincoln Avenue

Begin Relocation Order at the Southwest corner of Section 5, T 6 N, R 20 E at STA 7+00.00

End Relocation Order at the Southeast corner of Section 4, T 6 N, R 20 E at STA 95+18.67

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 (1) & (1m) and 62.23 (10) & (17), Wisconsin Statutes, the City of New Berlin orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of New Berlin
3. This order supersedes and amends any previous order issued by the: City of New Berlin

Name and Title

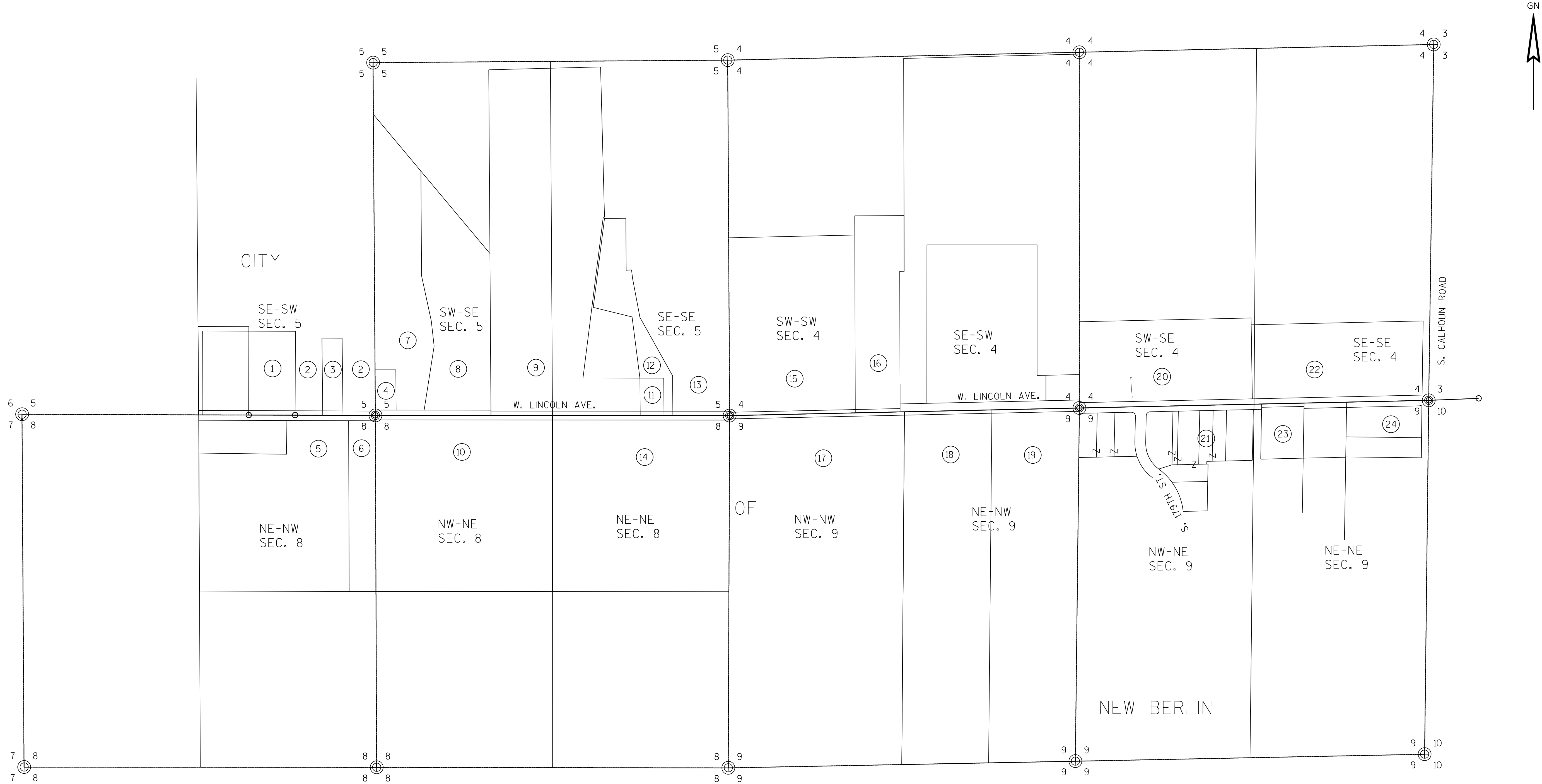
Date

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO MILWAUKEE COUNTY.

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
1	4.04	WORKMAN ESTATES, LLC	FEE	4.987	0.056	0.263	0.319	4.668	-	-	1
2	4.04	WORKMAN ESTATES, LLC	FEE, TLE	62.234	0.072	0.339	0.411	61.823	0.028	-	2
3	4.04	DALE R. WOLLER	FEE, TLE	2.002	0.024	0.114	0.138	1.864	0.012	-	3
4	4.05	JOSEPH KENNETH KROEGER	TLE	1.073	-	-	-	1.073	0.018	-	4
5	4.04	NEW BERLIN INVESTMENTS, LLC	TLE	29.029	-	-	-	29.029	0.017	-	5
6	4.04	JTH HOLDINGS, LLC	TLE	4.378	-	-	-	4.378	0.019	-	6
7	4.05	NBG, LLC	TLE	16.279	-	-	-	16.279	0.024	-	7
8	4.05	NBG, LLC	TLE	16.183	-	-	-	16.183	0.056	-	8
9	4.05 & 4.06	WORKMAN MEADOWS, LLC	FEE, TLE	49.787	0.179	0.844	1.023	48.764	0.070	-	9
10	4.05	SUBURBAN REAL ESTATE LLC	FEE, TLE	39.918	0.213	1.002	1.215	38.703	0.129	-	10
11	4.06	SUBURBAN REAL ESTATE, LLC	FEE, TLE	1.138	0.029	0.135	0.164	0.974	0.041	-	11
12	4.06	RICHARD M. & CONSTANCE L. KRAHN	FEE, TLE	5.870	0.011	0.050	0.061	5.809	0.015	-	12
13	4.06	VAV NORTH LLC & KIV NORTH, LLC	FEE, TLE	21.029	0.068	0.321	0.389	20.640	0.097	-	13
14	4.06	WILLIAM P. SERVI	FEE, TLE	23.081	0.213	1.002	1.215	21.866	0.103	-	14
15	4.07	VAV NORTH LLC & KIV NORTH, LLC	FEE, TLE	31.908	0.329	0.533	0.862	31.046	0.097	-	15
16	4.07	STAR LINE TRUCKING CORPORATION	FEE, TLE	11.539	0.117	0.190	0.307	11.232	0.097	-	16
17	4.07	DANIEL BODUS, JR.	FEE, TLE	77.859	0.457	0.742	1.199	76.660	0.171	-	17
18	4.08	RICHARD M. KRAHN	FEE, TLE	38.980	0.229	0.371	0.600	38.380	0.016	-	18
19	4.08	JOHN C. & MARILYNN D. SPITZ	FEE, TLE	39.047	0.229	0.371	0.600	38.447	0.318	-	19
20	4.09	JACOB'S RIDGE CONDO ASSOCIATION	TLE	17.878	-	-	-	17.878	0.251	-	20
21	4.09	JKNB, LLC	TLE	0.890	-	-	-	0.890	0.011	-	21
22	4.10	THE WILLOWS CONDOMINIUM ASSOCIATION, INC.	TLE	16.253	-	-	-	16.253	0.172	-	22
23	4.10	ALAN J. & PATRICIA A. STEIN	FEE, TLE	3.012	0.111	0.180	0.291	2.721	0.036	-	23
24	4.10	WOCHINSKE INVESTMENTS, LLC	TLE	2.964	-	-	-	2.964	0.158	-	24
UTILITY NUMBER	SHEET	NAME	INTEREST								
101	4.04, 4.05, 4.06, 4.074.08, 4.09 & 4.10	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS								
102	4.10	AT&T WISCONSIN	RELEASE OF RIGHTS								
103	4.05, 4.06, 4.07, 4.08, 4.09 & 4.10	WE ENERGIES - GAS	RELEASE OF RIGHTS								
104	4.09 & 4.10	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS								
105	4.09	CITY OF NEW BERLIN - WATERMAIN	RELEASE OF RIGHTS								
106	4.08	SPECTRUM	RELEASE OF RIGHTS								
107	4.08	ANR PIPELINE COMPANY	RELEASE OF RIGHTS								

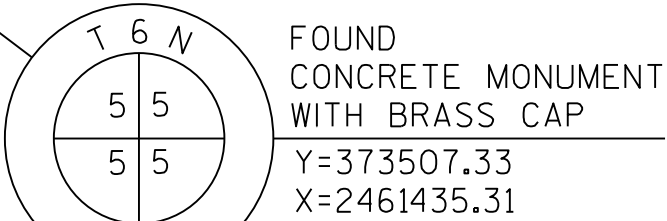


REVISION DATE _____ _____ _____	DATE <u>2/11/2022</u>	SCALE, FEET 0 _____	HWY: W. LINCOLN AVE	raSmith PROJECT NUMBER 2210721	PLAT SHEET 4.03	E
			COUNTY: WAUKESHA COUNTY	raSmith SURVEY NUMBER 5168580	PS&E SHEET _____	

PI	Y	X
7+00.00	370,874.37	2,460,503.29

TLE COURSE TABLE		
298-700	N89°48'21"W	107.13'
700-701	N00°11'39"E	5.00'
701-702	S89°48'21"E	107.05'
702-298	S00°38'00"E	5.00'
702-703	S89°48'21"E	241.80'
703-307	S00°22'31"E	5.00'
313-704	S00°12'11"E	10.00'
704-705	N89°48'21"W	39.65'
705-706	N00°11'39"E	5.00'
706-707	N89°48'21"W	85.00'
707-708	N00°11'39"E	5.00'
708-313	S89°48'21"E	124.58'
708-709	N89°48'21"W	75.43'
709-710	S00°10'52"E	5.00'
710-711	N89°48'21"W	149.60'
711-712	N00°11'39"E	5.00'
712-709	S89°48'21"E	149.57'

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
W. LINCOLN AVE	CSM 1803	40'	1973
W. LINCOLN AVE	PLAT TOWN RECORD	33'	1950



NOTES:

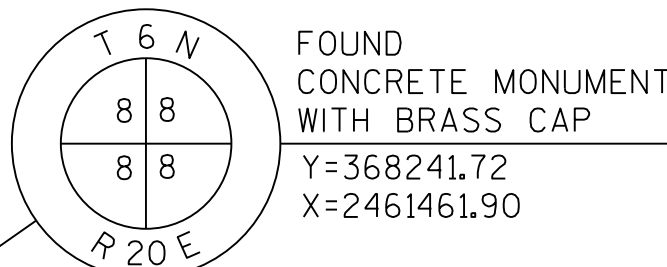
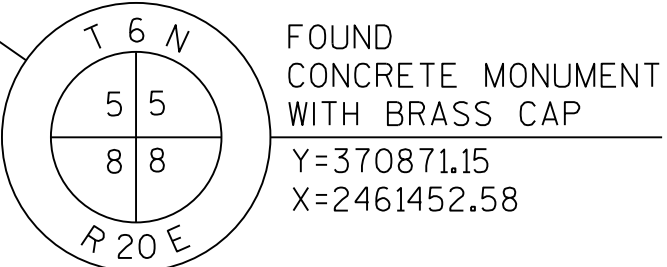
COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS), NAD 27, SOUTH ZONE.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION CONTACT THE PLANNING DEPARTMENT OF THE CITY OF NEW BERLIN.

RIGHT-OF-WAY MONUMENTS ARE ONE-INCH IRON PIPES AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

R/W COURSE TABLE		
301-307	S89°48'21"E	945.97'
313-299	N89°48'21"W	946.57'
300-301	N00°08'17"E	7.00'
301-303	S89°48'21"E	347.04'
303-302	S00°11'41"W	7.00'
302-300	N89°48'21"W	347.03'
303-304	S89°48'21"E	206.15'
304-305	S00°38'00"E	7.00'
305-302	N89°48'21"W	206.25'
304-298	S89°48'21"E	151.00'
298-306	S00°38'00"E	7.00'
306-305	N89°48'21"W	151.00'
298-307	S89°48'21"E	241.78'
307-308	S00°22'31"E	7.00'
308-306	N89°48'21"W	241.75'



REVISION DATE			

DATE 02/11/2022

GRID FACTOR 0.99991615

SCALE, FEET



HWY: W. LINCOLN AVE

COUNTY: WAUKESHA COUNTY

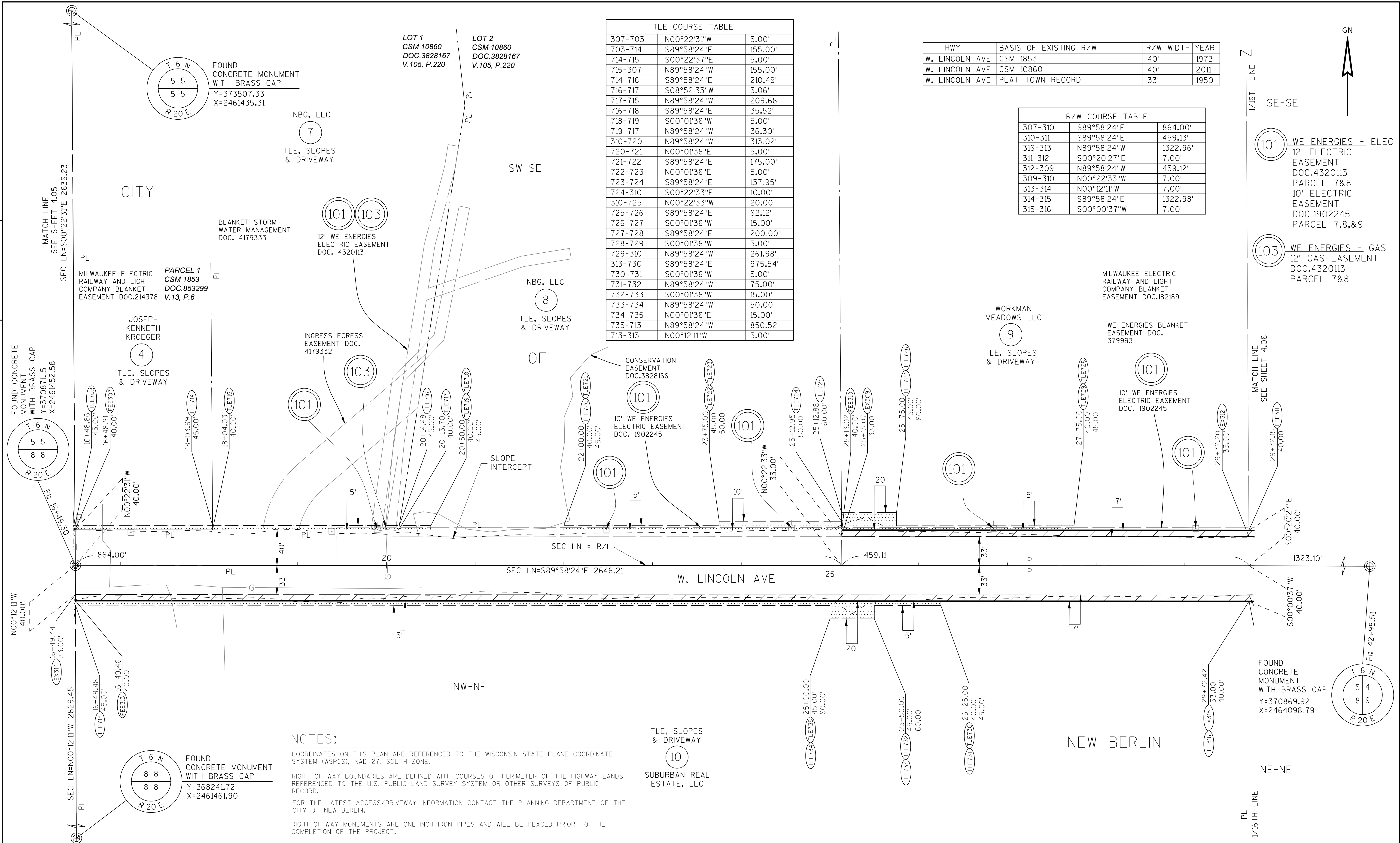
raSmith PROJECT NUMBER 2210721

raSmith SURVEY NUMBER 5168580

PLAT SHEET 4.04

PS&E SHEET

E



REVISION DATE	DATE 02/11/2022	SCALE, FEET 0 50 100	HWY: W. LINCOLN AVE	raSmith PROJECT NUMBER 2210721	PLAT SHEET 4.05	E
			COUNTY: WAUKESHA COUNTY	raSmith SURVEY NUMBER 5168580	PS&E SHEET	

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
W. LINCOLN AVE	PLAT TOWN RECORD	33'	1950

CITY

MILWAUKEE ELECTRIC
RAILWAY AND LIGHT
COMPANY BLANKET
EASEMENT DOC.182189

WE ENERGIES BLANKET
EASEMENT DOC.
379993

WORKMAN
MEADOWS, LLC

TLE, SLOPES
& DRIVEWAY

RICHARD M. &
CONSTANCE L. KRAHN

TLE, SLOPES
& DRIVEWAY

WE ENERGIES
BLANKET
EASEMENT
DOC.379993

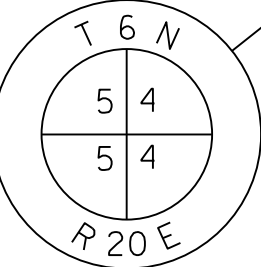
TLE, SLOPES
& DRIVEWAY

10' WE ENERGIES
ELECTRIC EASEMENT
DOC. 1902245

WE ENERGIES - ELEC
10' ELECTRIC
EASEMENT DOC.1902245
PARCEL 9&11
BLANKET EASEMENT
DOC.379993

WE ENERGIES - GAS
NO RECORD OF
EASEMENT
PARCEL 11

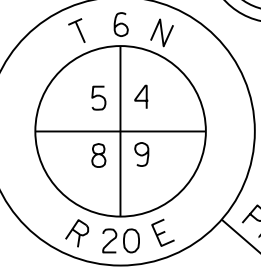
FOUND
CONCRETE MONUMENT
WITH BRASS CAP
Y=373525.97
X=2464084.59



WE ENERGIES
BLANKET
EASEMENT
DOC.379993

VAV NORTH, LLC &
KIV NORTH, LLC
TLE, SLOPES
& DRIVEWAY

FOUND
CONCRETE
MONUMENT
WITH BRASS CAP
Y=370869.92
X=2464098.79



WE ENERGIES
BLANKET
EASEMENT
DOC.379993

R/W COURSE TABLE		
311-323	S89°58'24"E	1322.91'
327-316	N89°58'24"W	1322.96'
312-311	N00°20'27"W	7.00'
311-317	S89°58'24"E	654.96'
317-318	S00°19'57"E	7.00'
318-312	N89°58'24"W	654.96'
317-319	S89°58'24"E	177.94'
319-320	S00°19'57"E	7.00'
320-318	N89°58'24"W	177.94'
319-321	S89°58'24"E	66.00'
321-322	S00°22'17"E	7.00'
322-320	N89°58'24"W	66.01'
321-323	S89°58'24"E	424.01'
324-325	S00°18'23"E	7.00'
325-322	N89°58'24"W	424.21'
316-315	N00°00'37"E	7.00'
315-326	S89°58'24"E	1322.98'
326-327	S00°13'24"W	7.00'

TLE COURSE TABLE		
317-740	N89°58'24"W	47.11'
740-741	N00°01'36"E	10.00'
741-742	S89°58'24"E	47.05'
742-317	S00°19'57"E	10.00'
740-739	N89°58'24"W	335.00'
739-736	N89°58'24"W	70.00'
736-737	N00°01'36"E	5.00'
737-738	S89°58'24"E	70.00'
738-739	S00°01'36"W	5.00'
742-743	S89°58'24"E	177.94'
743-319	S00°19'57"E	10.00'
743-744	S89°58'24"E	66.00'
744-321	S00°22'17"E	10.00'
744-745	S89°58'24"E	424.23'
745-324	S00°18'23"E	10.00'
327-746	S00°13'24"W	5.00'
746-747	N89°58'24"W	295.36'
747-748	S00°01'36"W	10.00'
748-749	N89°58'24"W	200.00'
749-750	N00°01'36"E	15.00'
750-327	S89°58'24"E	495.38'

TLE, SLOPES
& DRIVEWAY

WILLIAM P. SERVI

NOTES:

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REVISION DATE				

DATE 02/11/2022

GRID FACTOR 0.99991615

SCALE, FEET



HWY: W. LINCOLN AVE

COUNTY: WAUKESHA COUNTY

raSmith PROJECT NUMBER 2210721

raSmith SURVEY NUMBER 5168580

PLAT SHEET 4.06

PS&E SHEET

E

R/W COURSE TABLE		
324-331	N88°45'07"E	1273.86'
334-335	S88°45'07"W	1305.89'
324-329	N88°45'07"E	938.85'
329-330	S00°09'03"E	15.25'
330-328	S88°45'07"W	938.81'
328-324	N00°18'23"W	15.25'
329-331	N88°45'07"E	335.01'
331-332	S00°00'37"E	15.25'
332-330	S88°45'07"W	334.97'
327-336	N00°13'24"E	15.24'
336-333	N88°45'07"E	1306.53'
333-334	S00°26'21"W	15.26'

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
W. LINCOLN AVE	PLAT TOWN RECORD	24.75'	1950

NOTES:

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TLE COURSE TABLE		
324-745	N00°18'23"W	10.00'
745-751	N88°45'07"E	228.67'
751-752	S01°14'53"E	10.00'
752-324	S88°45'07"W	228.83'
752-753	N88°45'07"E	520.00'
329-753	S88°45'07"W	190.02'
753-754	N01°14'53"W	10.00'
754-755	N88°45'07"E	190.21'
755-329	S00°09'03"E	10.00'
755-756	S00°09'03"E	5.00'
329-756	N00°09'03"W	5.00'
756-757	N88°45'07"E	49.89'
757-758	N01°14'53"W	10.00'
758-759	N88°45'07"E	265.00'
759-760	S01°14'53"E	15.00'
760-329	S88°45'07"W	314.98'
760-331	N88°45'07"E	20.03'
334-761	S88°45'07"W	575.96'
761-762	S01°14'53"E	5.00'
762-763	S88°45'07"W	140.00'
763-764	S01°14'53"E	10.00'
764-765	S88°45'07"W	165.00'
765-766	N01°14'53"W	5.00'
766-767	S88°45'07"W	425.77'
767-327	N00°13'24"E	10.02'
335-761	N88°45'07"E	729.93'

REVISION DATE				

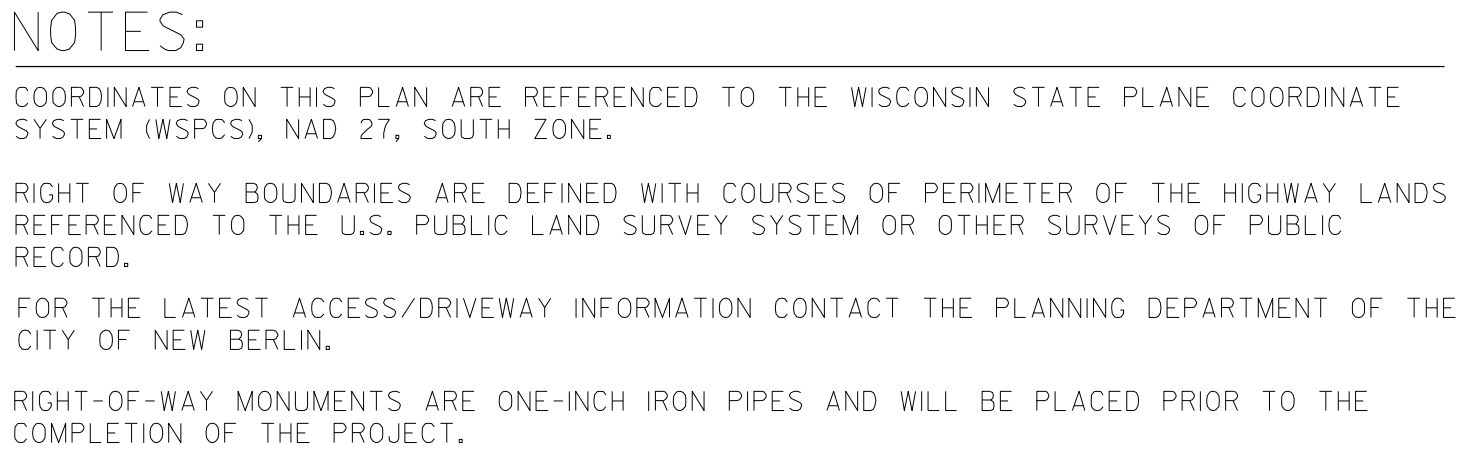
DATE	02/11/2022
GRID FACTOR	0.99991615

SCALE, FEET
0 50 100

HWY:	W. LINCOLN AVE
COUNTY:	WAUKESHA COUNTY

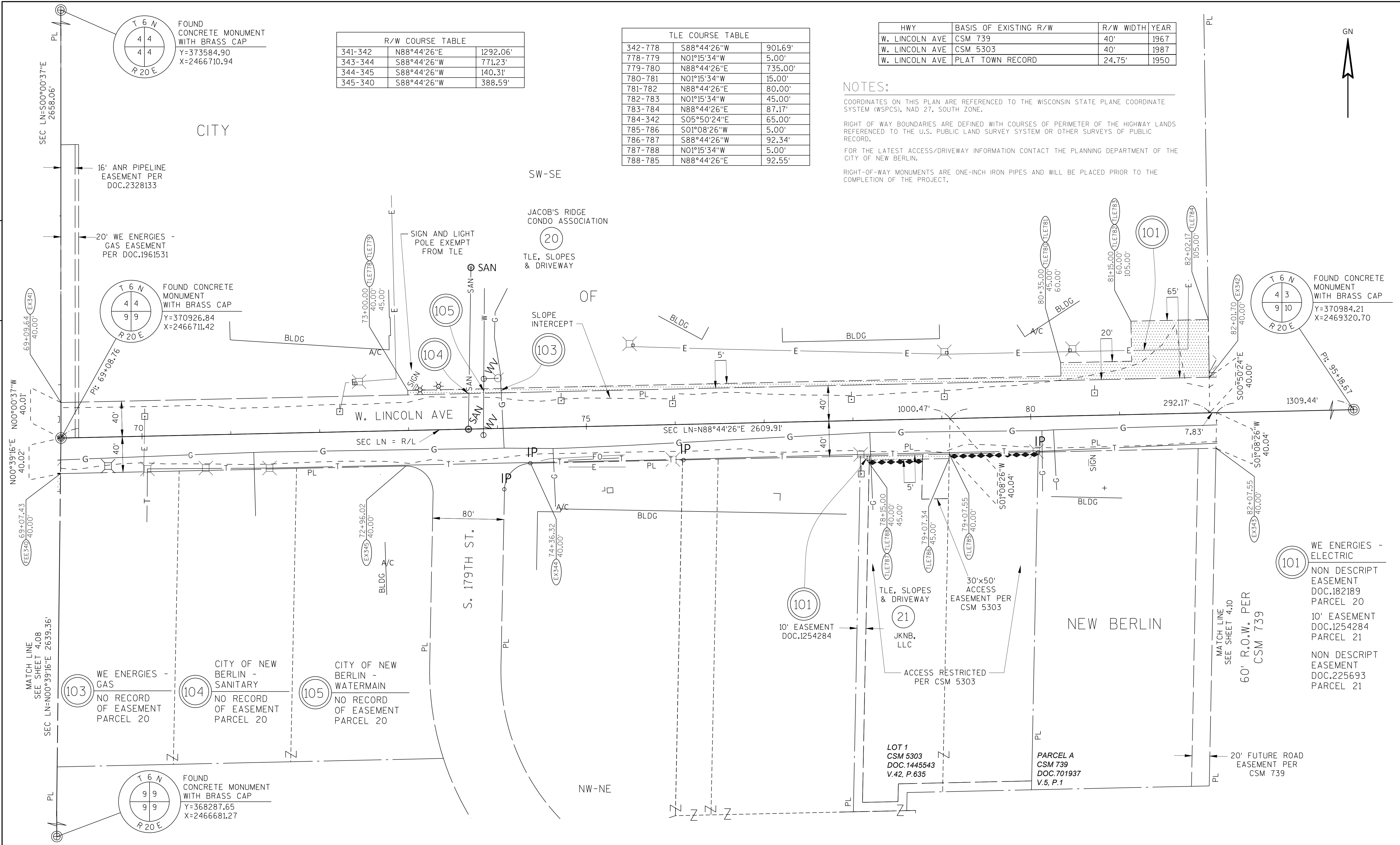
raSmith PROJECT NUMBER	2210721
raSmith SURVEY NUMBER	5168580

PLAT SHEET	4.07
PS&E SHEET	



340-768	S00°39'16"W	20.01'
768-769	S88°45'07"W	386.77'
769-770	S01°14'53"E	15.00'
770-771	S88°45'07"W	150.00'
771-772	N01°14'53"W	25.00'
772-773	S88°45'07"W	60.00'
773-774	N01°14'53"W	5.00'
774-775	S88°45'07"W	55.96'
775-341	N00°32'49"E	5.00'
775-776	S88°45'07"W	139.04'
776-777	N01°14'53"W	5.00'
777-341	N88°45'07"E	139.20'

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
W. LINCOLN AVE	PLAT TOWN RECORD	24.75'	1950



REVISION DATE _____ _____ _____ _____	DATE 02/11/2022		SCALE, FEET 0 50 100 	HWY: W. LINCOLN AVE	raSmith PROJECT NUMBER 2210721	PLAT SHEET 4.09	E
	GRID FACTOR 0.99991615			COUNTY: WAUKESHA COUNTY	raSmith SURVEY NUMBER 5168580	PS&E SHEET _____	



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

22-1: Members of the North Oak Condo Association have reported a street parking problem on Forest Ridge Drive south of Lindenwood Drive and north of Beloit Road. Residents in the area are concerned with the potential safety hazard of vehicles parking on both sides of the street on Forest Ridge Drive. The residents reported that when the vehicles are parked on both sides, it blocks access for emergency vehicles and creates a dangerous driving situation. Members of the North Oak Condo Association have requested “No Parking” signs to be erected on one side of the street on Forest Ridge Drive in the area to mitigate this potential safety hazard.

ATTACHMENTS:

1. Motion Sheet from Safety Commission
2. 02/09/2022 Safety Commission Minutes
3. Email Correspondence
4. Map of Forest Ridge and Lindenwood

DEPARTMENT:

Misc.

ITEM INTRODUCED AT:

SAFETY COMMISSION, 2/9/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL, 2/22/22 MEETING



February 22, 2022

TO: Common Council
Mayor Ament
Ald. Lori Doyle

FROM: Safety Commission

RE: Items from the Safety Commission Meeting from February 9, 2022 meeting requiring Common Council action.

22-1: Members of the North Oak Condo Association have reported a street parking problem on Forest Ridge Drive south of Lindenwood Drive and north of Beloit Road. Residents in the area are concerned with the potential safety hazard of vehicles parking on both sides of the street on Forest Ridge Drive. The residents reported that when the vehicles are parked on both sides, it blocks access for emergency vehicles and creates a dangerous driving situation. Members of the North Oak Condo Association have requested “No Parking” signs to be erected on one side of the street on Forest Ridge Drive in the area to mitigate this potential safety hazard.

.

Council Motion:

This item was considered at the Safety Commission meeting on February 9, 2022. It was recommended to the Common Council on a vote of 8-0. I do hereby move that the Council approve “No Parking” signs to be erected on the East side of Forest Ridge Drive from Beloit Road to Lindenwood Drive.



**CITY OF NEW BERLIN
SAFETY COMMISSION - MINUTES
Wednesday, February 9, 2022
6:00 PM**

Public Safety Building Room #185

Please note: Minutes are unofficial until approved by the Safety Commission at the next regularly scheduled meeting.

CALL TO ORDER

Meeting was called to Order at 6:01PM

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Steve Thompson (NBPD), Lucas Pichler (Engineering), Mitchell Lataille, Lori Doyle (Alderperson), Joe Rieder (Chairperson), Steve Brooks (Streets), Steve Kon (NBFD) and Caleb Manske

Absent: Fred Witty, Brady Reinke and Ron Retherford

APPROVAL OF MINUTES

December 8, 2021 Meeting Minutes

MOTION: Motion to accept the December 8, 2021 Meeting Minutes

VOTE: Motion by: Commissioner Lataille
Second by: Streets Rep Brooks
APPROVED 8-0

NEW BUSINESS

ITEM:

22-1: Members of the North Oak Condo Association have reported a street parking problem on Forest Ridge Drive south of Lindenwood Drive and north of Beloit Road. Residents in the area are concerned with the potential safety hazard of vehicles parking on both sides of the street on Forest Ridge Drive. The residents reported that when the vehicles are parked on both sides, it blocks access for emergency vehicles and creates a dangerous driving situation. Members of the North Oak Condo Association have requested "No Parking" signs to be erected on one side of the street on Forest Ridge Drive in the area to mitigate this potential safety hazard.

New Berlin Traffic Engineer Pichler presented a map of the area. Pichler advised that the Safety Commission reviewed this exact complaint in 2017 and elected to take no action at that time. The commission analyzed the aerial map and identified a potential traffic safety issue. Vehicles parked in this area on both sides of Forest Ridge Drive narrows the roadway which could cause a traffic safety issue for emergency vehicle access. New Berlin resident, Jan Hermann of 4881 S. Forest Ridge Drive was in attendance and provided additional information on this complaint. Hermann advised she is on the North Oak Condo Board and residents in the area are concerned about the parking issues on Forest Ridge Drive. Hermann confirmed that vehicles parking on both sides of Forest Ridge Drive significantly narrow the roadway and residents are concerned that emergency vehicles will not be able to access the area. Hermann said condo owners have two car

garages and a parking space to park vehicles indicating that the parking was adequate. She also mentioned that the fire hydrant is located on the east side of Forest Ridge Drive and residents are requesting "No Parking" signs to alleviate this traffic safety concern. Hermann requested "No Parking" signs be installed on the east side of Forest Ridge Drive in the area.

MOTION: Motion to Approve the Recommendation to Common Council to erect "No Parking" signs on the east side of Forest Ridge Drive from Beloit Road to Lindenwood Drive.

VOTE: Motion by: NBFD Rep Kon
Second by: Commissioner Lataille
APPROVED 8-0

ITEM 22-2: Alderman Harenda has received concerns from residents of cut through traffic through the Karrington Woods and Conservancy subdivisions near College Avenue and Janesville Road. Alderman Harenda requested the Safety Commission review this issue and look for possible solutions.

New Berlin Traffic Engineer Pichler provided a map of the area and justification parameters for the installation of speed humps. Alderman Ken Harenda was in attendance and provided information on the complaint. Alderman Harenda advised that residents have made complaints of speeding vehicles in the Karrington and Conservancy subdivisions. Alderman Harenda also advised that vehicles are using Winterberry Way as a cut through between subdivisions. New Berlin resident, Boris Veleusic of 13255 W. Winterberry Way was in attendance and provided additional information to the complaint. Veleusic advised that he has observed speeding delivery vehicles in the subdivision and he advised that he would like the speed limit of 25 mph to be looked at as he believed it was possibly too fast for the road design. Veleusic requested this complaint be further investigated. Pichler advised that there are no recent traffic studies on file in this area.

MOTION: Motion to have a traffic study completed in the cited problem area when weather permits and to table this item until the results could be analyzed.

Motion by: Commissioner Lataille
Second by: Alderwoman Doyle
APPROVED 8-0

TABLED ITEMS

ITEM: 21-9: To address recent citizen complaints, the New Berlin Police Department has increased enforcement on the "No Engine Braking" ordinance. To help mitigate this issue, the police department has requested "No Engine Braking" signs be placed at the borders of the city to warn drivers of the "No Engine Braking" ordinance. (Tabled for a map study and further discussion).

MOTION: No Discussion

ITEM: 21-13: A resident contacted the Mayor's office and requested signage (yield and/or pedestrian) at the crosswalk on National Avenue at the Public Safety Building, 16300 W. National Avenue. County Supervisor Ted Wysocki recommended the Safety Commission address this issue with Waukesha County for consideration. (Tabled for further clarification)

MOTION: Motion to remove from the table for discussion.

Motion by: Alderwoman Doyle
Seconded by: Commissioner Rieder
APPROVED 8-0

The commission members discussed the proposed pedestrian yield signage requested and it was determined no action would be taken. The commission identified possible safety concerns of adding signage to the area and cited all the intersections in the area as a possible safety concern as well. The commission agreed that the current crossing was safe as is and no further action should be recommended. Rieder made a motion to take no action on this item and remove it from the agenda. Pichler seconded the motion and it carried with all voting in favor. This item shall be removed from the agenda.

MOTION: Motion to take no action and remove this item from the table

VOTE: Motion by: Commissioner Rieder
Second by: Engineer Rep Pichler
APPROVED

SET MEETING DATE

Wednesday, March 9th, 2022

ADJOURN

MOTION: Motion to adjourn at 6:40PM

VOTE: Motion by: Alderwoman Doyle
Second by: Engineer Rep Pichler
APPROVED 8-0

Respectfully submitted:

Captain Steve Thompson
Safety Commission Secretary

From: [Thompson, Steven](#)
To: [Hanson, Sherri](#)
Subject: FW: North Oak Condo Condo Association Street Parking Issue
Date: Monday, February 14, 2022 1:41:42 PM

Sherri,

Here is complaint 22-1. We also have a map of the area that I will forward to you once I get into work tomorrow afternoon.

Thanks,

Captain Steve Thompson
Patrol Captain
New Berlin Police Department
16300 W. National Ave.
New Berlin, WI 53131
262-780-8116
thompson@nbpolice.org

From: Brooks, Steve <sbrooks@newberlin.org>
Sent: Thursday, January 6, 2022 8:00 PM
To: Jan Hermann <hjan27@yahoo.com>
Cc: Thompson, Steven <thompson@nbpolice.org>; Pichler, Lucas <lpichler@newberlin.org>
Subject: Re: North Oak Condo Condo Association Street Parking Issue

Hi Jan
It was sent to the traffic safety committee
The January meeting was canceled
They should contact you when this issue is going to be discussed

Steve

Sent from my iPhone

On Jan 6, 2022, at 5:59 PM, Jan Hermann <hjan27@yahoo.com> wrote:

Hi Steve,

I was wondering if my email below ever reached someone that can help me regarding our Condo Association's need for some "no parking" signs on Forest Ridge Drive. Now that the holidays are over, I was hoping to hear of any progress regarding this issue.

Please let me know. Thanks,

Jan Hermann

----- Forwarded Message -----

From: Jan Hermann <hjan27@yahoo.com>

To: sbrooks@newberlin.org <sbrooks@newberlin.org>

Cc: jstribl@newberlin.org <jstribl@newberlin.org>

Sent: Tuesday, December 14, 2021, 04:32:37 PM CST

Subject: North Oak Condo Condo Association Street Parking Issue

Hi Steve,

My name is Jan Hermann. I am the Board President of the North Oak Condo Association in New Berlin. I spoke to you earlier today regarding a need for "no parking" signs on one side of Forest Ridge Drive. You asked me to put all the details in an email for you to send to the correct person to help with this issue.

Last night at our condo owners annual meeting the parking issue on Forest Ridge Drive was brought up. One of our new condo owners is a retired fire fighter. He said when cars are parked on both sides of Forest Ridge Dr, a fire truck or ambulance cannot get through because the road is too narrow. I found out after I spoke with you that this issue was brought to the city's attention back in 2017, but nothing was ever done about it. Below are a couple of the emails from 2017. I highlighted a few important areas of the emails in red. The attached 2017 pictures show the road before the final layer of asphalt was laid.

We are asking for parking to only be allowed on one side of Forest Ridge Drive between Beloit Road and Lindenwood Drive for safety reasons. This is a small stretch of road, but it also has driveway entrances to our 5 (five) multi-family buildings. Please send this email to the person that can solve this problem. I have cc'd Joe Stribl because the 2017 emails were directed to him. Thank you for your help with this issue.

Sincerely,

Jan Hermann

Board President, NOE Condo Association

4881 S Forest Ridge Dr

New Berlin, WI 53151

262-442-6749

Begin forwarded message:

From: Joe Stribl <jstribl@icloud.com>
Subject: Re: One side street parking requested for North Oak Condo
Date: October 4, 2017 at 9:32:14 AM CDT
To: The Boies <theboies@wi.rr.com>
Cc: jstribl@newberlin.org

I am on it. Dan was off for two weeks getting married.

Joe

Sent from my iPhone

On Oct 4, 2017, at 9:19 AM, The Boies <theboies@wi.rr.com> wrote:

Hi Joe,

I understand Ann Zientek contacted you about our street parking issue on Forest Ridge Drive in New Berlin. I am also a new side-by-side condo owner on Lindenwood Ct. and have been trying to at least limit parking to one side of the street. (Prior to moving here, I lived 33 years on Acredale Ct in NB)

It seems our association does not want to deal with the issue because they say the streets belong to the city. But as you will read below, it's an issue especially since the road is narrow and the same people continue park on both sides. I've enclosed a few pics.

Right now with have a repaving project, and people still continue to park on the street even though they have been asked not to between 7am and 7pm. Not to mention, most of those same cars park **overnight**. I doubt many or any of them have a permit. Last winter I called the police department after cars were parked there during a snow emergency. Nothing happened. The policeman didn't seem fazed by it when I called, and cars have continued to do park overnight throughout the past year I have lived here.

If we had parking restricted to one side only, it would at least be easier and safer for cars to pass thru not to mention snow plows and emergency vehicles. The police department will have to deal with the overnight parking, but we don't seem to get their attention.

It would be nice to get signs up before winter plowing season.

Sorry for the lengthy email. Thank you for your time.

Luann Boie
4767 S. Lindenwood Ct
New Berlin, WI
414-791-0629 (c)

P.S. Both Ann and I contacted the city, left a message with

"Dan" in Code Compliance, but no response so far.

From: The Boies [mailto:theboies@wi.rr.com]
Sent: Monday, September 18, 2017 8:14 AM
To: Yannah Rosenquist
<yannah.rosenquist@colliers.com>
Subject: Re: Repaving North Oak Condo roads

Hi Yannah,

We finally got our letter from the city on Saturday about the repaving.

I just wanted to show you how parked up Forest Ridge Drive can be. This happens daily and it's the basically the same cars. I understand during the day people can park on the street, but it gets really congested when two cars are trying to pass and get thru. I think it should at least be restricted to one side, and many of these cars park overnight.

I had mentioned this back in December at the Association Meeting and Dennis is aware of it. He lives right there so I know he sees it, but he said it's a city issue. I think we should be proactive and come up with a solution that works for us, and recommend to the city to put up "No Parking" signs on one side of the road.

Also, I don't understand where all these cars come. Units are allowed 3 vehicle spaces, so do people in the multi family units have more than 3 cars per unit? If people have more than 3 vehicles, they need to find a place to park them, but not on the city streets 24/7.

Now that the side by side units are done, we have more people using Forest Ridge Drive to get in and out of the subdivision. I think we have to stop having a blind eye to the situation.

Thanks for your time,
Luann Boie

<image00
<image003.jpg>
3.jpg><image004.jpg>

<image004.jpg>

On Sep 14, 2017, at
4:45 PM, The
Boies
<theboies@wi.rr.com>
wrote:

Hi Yannah,

I live in North Oak
Estate Condos
(side-by-side
condos). The city
has started to
prepare for
repaving our cul de
sac, Lindenwood
Ct, Lindenwood Dr
and Forest Drive.
Right now a 3rd
party company is
redoing the curbs ...
digging up and
pouring cement.
It's quite a mess
and at times hard to
get in and out.

I called the city of
New Berlin to find
out what was going
on, and if the
residents were
going to be
notified. They said
the letters went out
late and the outside
company decided
to start work ahead
of schedule. They
said after the
concrete work,

repaying would be done, but she didn't give specifics.

— I think maybe an email should go out to all residents so they know what is going on and to watch out for workmen, and to keep kids away from wet cement. If you need more info from the City of NB, call their Engineering Dept 262-797-2445.

The other issue is that many of the multi-family condos park on the street, both sides of Forest Drive and overnight. This could hamper the workers plus it's hard to get through when cars are parked on both sides normally. It's not really wide enough when two opposing cars come thru, and many people park part way on the grass, leaving the association left repair/re-seed those areas at times.

Not sure what would happen if an ambulance or fire truck tried to get through. Also a problem in winter with the plows and

piles of snow left
around parked cars.
I know it a city
street, but I really
think we should
encourage residents
to be good citizens
and to park on only
one side of Forest
Drive (opposite
side of the fire
hydrants). They do
this over in Forest
Point Condos,
where they have
signs posted.
Overnight parking
is also in violation
of the city code,
unless residents
have permits. ...
no overnight
parking on city
streets between 2
am and 5 am.

Thanks for your
time,
Luann Boie
4767 S.
Lindenwood Ct
414-791-0629 (c)

[http://www.newberlin.org/faq.aspx?
qid=86](http://www.newberlin.org/faq.aspx?qid=86)

C.

Night
parking. No
person
shall park
any vehicle
on any
street in the
City
between
2:00 a.m.

and 5:00
a.m. unless
a permit is
granted
therefor as
provided in
Subsection C(1).

Signs
giving
notice of
this
restriction
shall be
placed or
erected at
or near the
corporate
limits of the
City on all
state and
county
truck
highways
and
connecting
streets as
defined in
§ 84.02(11),
Wis. Stats.
Such signs
shall be
reflectorized
and of a
type
approved
by the
State
Department
of
Transportation
as to the

size of
lettering,
shape and
color.

(1)

Permit
for
overnight
parking.
A
permit
may be
issued
by the
Police
Department
to any
owner
or
lessee
of any
motor
vehicle
to park
such
motor
vehicle
overnight
upon a
street
or
highway
adjacent
to the
premises
occupied
by such
owner
or
lessee

as a
residence
where
there is
insufficient
parking
space
upon
such
premises
to
provide
parking
space
for
such
motor
vehicle.
Such
permits
shall be
issued
by the
Police
Department
on a
month-
to-
month
basis,
and the
monthly
parking
fee
shall be
set by
the
Common
Council
and
shall be

paid to
the
Police
Department
at the
time
the
permit
is
issued,
and the
parking
fee
shall be
paid by
the
Police
Department
to the
Director
of
Finance
and
Administration.
The
Police
Department
shall
issue a
monthly
permit
to the
owner
and/or
lessee
of such
motor
vehicle
upon
payment
of such

monthly
parking
fee,
which
permit
shall be
displayed
at a
conspicuous
place
within
the
motor
vehicle
so that
it will
be
readily
observable
from
the
outside
of the
motor
vehicle.
No
permit
shall be
issued
by the
Police
Department
for
parking
upon
any
street
or
highway
when
such

parking
would
create
a
danger
to other
users
of the
street
or
highway.
The
parking
privileges
provided
for by
such
parking
permit
shall be
suspended
during
all
periods
of snow
emergency
as
provided
in
§ 261-
11 of
this
chapter,
at
which
time
such
motor
vehicle
shall be
removed

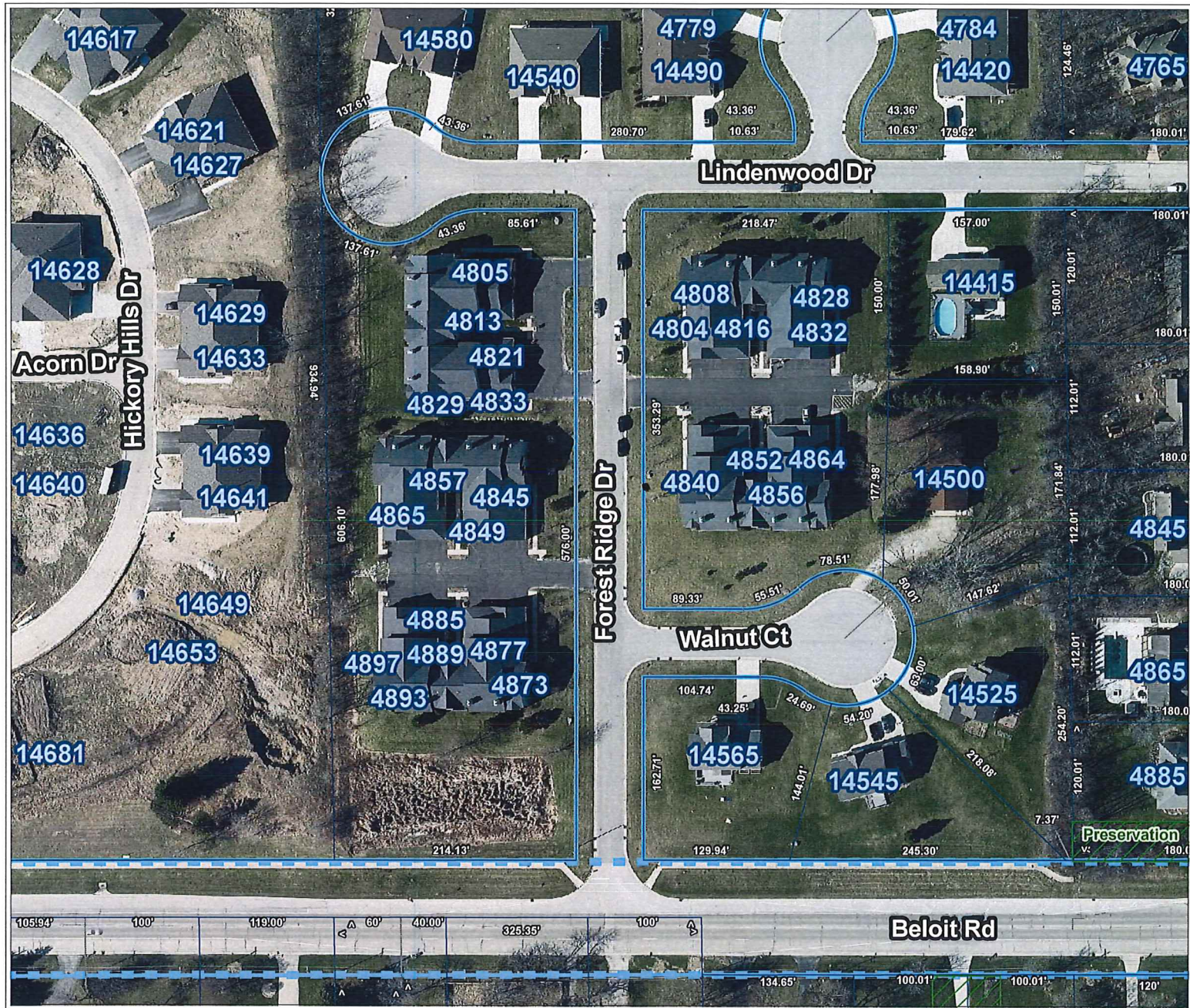
from
the
street
or
highway.
[Amended 7-
23-
2002 by Ord.
No.
2180]

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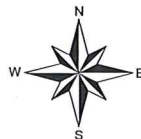


Overview Map



Legend

- Parcels
- Road Right-of-Way
- Road ROW Ultimate



0 65 130 Feet
1 in = 126 ft



City of New Berlin
Department of Community Development
3805 S Casper Drive, New Berlin WI 53151
(262) 797-2445 www.newberlin.org

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Map Printed: 2/9/2022 3:23:08 PM



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

Recommend the appointment of Patricia Palechek to the Police & Fire Commission with term effective immediately and expiring 4/30/2024.

ATTACHMENTS:

1. *CONFIDENTIAL*
2. *CONFIDENTIAL*

DEPARTMENT:

MAYOR'S OFFICE

ITEM INTRODUCED AT:

COMMON COUNCIL, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

N/A



City of New Berlin

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ITEM INFORMATION COVER SHEET

ITEM:

February 8, 2022 Committee of the Whole Meeting Minutes

ATTACHMENTS:

1. 2/8/22 COW MINUTES

DEPARTMENT:

CLERK'S DEPARTMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



City of New Berlin

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ITEM INFORMATION COVER SHEET

ITEM:

Approval of February 22, 2022 Water Utility claims in the amount of \$151,389.66, Sewer Utility claims in the amount of \$4,952.42 and General City claims in the amount of \$1,472,005.47. US Bank VISA EFT of 24,517.45. WE Energies EFT of \$59,609.54 ACH DATES JAN 2022 (DECEMBER USAGE)

ATTACHMENTS:

N/A

DEPARTMENT:

FINANCE DEPARTMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



City of New Berlin

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ITEM INFORMATION COVER SHEET

ITEM:

Discussion and possible action regarding the West Allis/West Milwaukee School District ability to connect to the City of New Berlin Fiber located at Hickory Grove School.

ATTACHMENTS:

1. RAS RE: WAWM FIBER CONTRACT
2. DRAFT CONTRACT

DEPARTMENT:

IT DEPARTMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

REQUESTED ACTION STATEMENT

February 16, 2022

TO: Mayor Ament
Common Council

FROM: David Bailey, Director of Administrative Services

ISSUE:

IT Service agreement with the West Allis/West Milwaukee School District

REQUESTED:

Discussion and possible action regarding the West Allis/West Milwaukee School District ability to connect to the City of New Berlin Fiber located at Hickory Grove School.

FISCAL IMPACT:

No fiscal impact. The West Allis/West Milwaukee School District will deposit \$5,000.00 into an escrow account to support future maintain and services associated with the Fiber connection located at Hickory Grove School location.

RATIONALE:

The City currently have a similar partnership with the New Berlin School District with the use of Network Fiber controlled by the City. This partnership with West Allis/West Milwaukee will enhance our partnerships for future expansions of the IT infrastructure and capabilities.

NETWORK SERVICE AGREEMENT

THIS NETWORK SERVICES AGREEMENT ("Agreement") is made effective as of the Day of 05/01/2022 ("Effective Date"), by and between City of New Berlin ("Provider") and the West Allis-West Milwaukee School District ("Customer").

Provider is developing an optical fiber network in New Berlin, Wisconsin, to provide a reliable and durable medium for high-speed, high volume transmission of digital data (the "Network"). Customer would like to utilize the Network for its broadband needs.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NETWORK USE.

- 1.1. Subject to the terms and conditions of this Agreement, Provider grants to Customer a right to use the Network as described in Exhibit A to transmit voice and data. Customer shall be entitled to use the Network for any lawful purpose subject to the terms of this Agreement and hereby agrees to be bound by all laws, regulations and any requirements whether by agreement, permit or otherwise.
- 1.2. Provider will provide Customer unlimited point-to-point connectivity between Customer properties, as designated by Customer, with a minimum Gigabit ("GB") Ethernet handoff available at each location (the "Services").
- 1.3. Throughout the Term of this Agreement, Provider will provide the Services in accordance with the Service Level Agreement attached hereto as Exhibit B.

2. EFFECTIVE DATE AND TERM.

- 2.1. Subject to Section 11, this Agreement shall be valid from the Effective Date to August 31, 2022 (the "Initial Term").
- 2.2. Subject to Section 11, after the Initial Term this Agreement will automatically renew for additional terms of one year each, unless one party provides the other party at least one hundred eighty (180)

days' notice of nonrenewal before the end of the current term.

- 2.3. Expiration or termination of this Agreement shall not affect the rights or obligations of any party with respect to those obligations incurred prior to the date of termination. For purposes of this Agreement, "Fees" are described in Section 5.

3. ACCEPTANCE AND DOCUMENTATION.

3.1. Provider shall deliver to Customer Network test results that illustrate that the Network is available to provide Services at the levels described on Exhibit B no later than **April 1, 2022 ("Delivery Date")**. Upon mutual agreement in writing, the parties may agree to a different Delivery Date.

- 3.2. Within 30 days after receiving the Network test results, Customer shall (a) determine whether the Network test results conform to the requirements described in Exhibit A, and (b) provide an Acceptance / Rejection Notice in the form of the attached Exhibit C. As Customer determines whether the Network test results conform to the requirements, Provider shall cooperate with any third party identified by Customer, provided reasonable Customer gives notice to Provider. Customer's acceptance of the Network will be evidenced by submittal of an Acceptance / Rejection Notice where the "Network Rejected" box is not checked ("Acceptance").

- 3.3. Prior to Acceptance, Customer shall provide Provider with reasonable access to Customer's premises for testing the Network.

- 3.4. Within 180 days after Acceptance, Provider shall provide to Customer written documentation, in agreed upon electronic and hardcopy format, consisting of the following:

3.4.1. ~~Proprietary as built information;~~

3.4.2. Non-proprietary route map;

3.4.3. Any geographical information deemed necessary to further clarify the route; and

3.4.4. Technical specifications of the optical fiber cable, associated splices and other equipment used in installing and providing fiber optic network services; which shall be provided to Customer as Exhibit D.

4. MAINTENANCE AND REPAIR.

- 4.1. Provider will maintain and repair the Network in accordance with Exhibit E ("Maintenance").
- 4.2. Additional maintenance shall be performed, upon Customer's request, with reasonable advance notice to Provider.

5. FEES.

5.1.

For Service and Maintenance during the Initial Term, Customer shall pay Provider \$5000 annually. The payment schedule for the fee is attached as **Exhibit F**.

- 5.2. After the Initial Term, payments will be \$5,000 annually for the Service (together with the fees described in Section 5.1, the "Fees"). The parties may agree in writing to adjust the fee for Services after the Initial Term. The service fees will be deferred once the escrow account reaches a balance of \$30,000.00. These fees will remain in deferment status until such time the account balance is below the above amount, at which time the fees will resumes as scheduled within that calendar year. NOTE: if an event causes repairs beyond the escrow account balance both parties will split the additional cost at the time of repair.
- 5.3. In the event Customer terminates this Agreement before the end of the Initial Term or there is any Provider default under this Agreement, the Fees for the Initial Term shall still be due pursuant to the payment schedule on **Exhibit E**; provided, however, Customer shall not be obligated to pay any additional Fees if the City of New Berlin abandons maintenance of the Network. Provider shall provide Customer notice of its intent to abandon maintenance of the Network as soon as such a decision has been made.

6. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS.

- 6.1. Each party represents and warrants to the other with respect to the rights and obligations contained herein that to its knowledge:
 - 6.1.1. it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
 - 6.1.2. this Agreement constitutes a legal, valid, binding obligation enforceable against such party in accordance with its terms.
 - 6.1.3. It will fulfill its obligations under this Agreement in compliance with all applicable laws, rules and regulations.
- 6.2. PROVIDER WARRANTS THAT THE NETWORK WILL BE MAINTAINED TO CONFORM TO THE STANDARDS AS SET FORTH IN EXHIBIT **E**. THIS WARRANTY COMMENCES UPON ACCEPTANCE. PROVIDER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY Guarantees OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. All warranty claims shall be submitted in writing to Provider within 60 days after the claim is discovered. Provider shall remedy all valid warranty claims accordance with the maintenance and repair procedures set forth in **Exhibit E**.

7. HOLD HARMLESS; LIMITATION OF LIABILITY.

- 7.1. Provider shall indemnify and hold harmless Customer for any damages or losses to Customer arising from Claims resulting from (a) the negligence or willful misconduct of Provider, its employees and agents to the extent it causes the injury or death of any person or the damage to or destruction of tangible personal

property, (b) the infringement of any U.S. patent, copyright, or trademark, arising out of the work performed or goods provided by Provider under this Agreement, or (c) Provider's violation of any law, ordinance or regulation, except for damages resulting from the negligence or willful misconduct of Customer or third parties outside the control of Provider.

- 7.2. Customer shall indemnify and hold harmless Provider for any damages or losses to Provider arising from Claims resulting from (a) the negligence or willful misconduct of Customer, its employees and agents to the extent it causes injury or death of any person or the damage to or destruction of tangible personal property,

(b) the infringement of any U.S. patent, copyright, or trademark, arising out of the content transmitted by Customer, or (c) Customer's violation of any law, ordinance or regulation, except for damages resulting from the negligence or willful misconduct of Provider or third parties outside the control of Customer. The Provider shall also be indemnified as a result of the data transmitted through the Network provided herein.

- 7.3. For purpose of this Agreement, "**Claims**" are defined as claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and reasonable attorney fees.

- 7.4. The obligation of a party to indemnify and hold the other party harmless is contingent upon the indemnified party providing the indemnifying party with (x) prompt written notice of and description of each Claim, (y) sole authority to defend or settle any such action, suit or proceeding, and (z) all reasonable assistance in any such defense.

- 7.5. **EXCEPT FOR CASES OF PERSONAL INJURY, DEATH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF DATA ARISING UNDER THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF ITSELF, ITS AFFILIATED ENTITIES OR ANY OF THE FOREGOING'S DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, CONTRACTORS AND/OR AGENTS.**

- 7.6. Notwithstanding anything to the contrary in this Section 7, Provider's responsibility to indemnify the Customer or to hold it harmless hereunder is subject to the limitations, defenses and immunities contained within Wisconsin law including but not limited to, those contained under Wisconsin Statute Section 893.80, 893.52 and 345.05. To the extent that indemnification is available and enforceable, Provider under its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of its liability for municipal claims established under Wisconsin law. Provider's responsibility to indemnify hereunder shall further be limited to the extent of Provider's available liability insurance coverage and under no circumstances shall Provider be liable to indemnify or hold the Customer harmless as and against its own negligence or intentional conduct. Amounts payable arising from any indemnification responsibility shall be limited to the amounts actually paid for the services under

the Agreement.

8. FORCE MAJEURE.

The obligations of the parties (except for the payment of money hereunder) are subject to force majeure and neither party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall endeavor under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification of any such event or cause shall be given by the excused party to the other and, when possible, of the estimated duration.

9. CONFIDENTIALITY

- 9.1. Provider and Customer shall ensure that any and all information and documents obtained from the other party during the term of this Agreement, and identified as being confidential information will be held in strict confidence and will not be disclosed or be used for any purpose other than a party's performance required by this Agreement, and except for disclosures subject to Wisconsin open records laws. The parties may further disclose confidential information to their Affiliates, directors, officers, employees, elected officials, advisors and agents with a bona fide need to know any such information solely for the purpose of analyzing, investigating, or evaluating issues arising under this Agreement. Confidential information shall not include any information that: (a) at the time of disclosure has been published or is otherwise in the public domain; (b) after disclosure, becomes part of the public domain other than through a breach of this Agreement; (c) was known to the recipient prior to receipt from the disclosing party, provided such prior knowledge can be adequately substantiated; (d) becomes known to the receiving party from a source which legally derives such information independently of the disclosing party under this Agreement; (e) the receiving party can demonstrate that it developed without reference to any confidential information provided pursuant to this Agreement; (f) is freely disclosed by the owner of the confidential information to a third party without an obligation of confidentiality or nondisclosure; or, (g) is disclosed pursuant to law, regulation or lawful order or process. In such event, the party from whom disclosure is required shall promptly notify the owner of the confidential information of the disclosure requirement, to permit the owner to oppose or limit such disclosure.
- 9.2. Confidential documents, data, or information furnished by Provider or Customer is the sole property of that party. Upon the expiration of this Agreement and any extensions thereof, those documents, data, or information shall be returned to its owner or sufficiently destroyed such that no part may be repaired or reconstructed to resemble in any way the original document(s), data or information if readily available.

10. DEFAULT.

- 10.1 Neither party shall be in breach of this Agreement for default of any duty required by the terms of this Agreement unless and until the non-defaulting party shall have given the defaulting party written notice of such default. The written notice of default shall specify the applicable right-to-cure period or periods specified in this Section. A defaulting party shall have 30 days from receipt of the default notice required by this Section to cure a monetary default. A defaulting party shall have 30 days from receipt of the default notice required by this Section to cure a non-monetary default that does not affect Service; provided, however, that where a non-monetary default that does not affect Service cannot be reasonably cured within the 30-day right-to-cure period, if the defaulting party shall promptly proceed to cure the default with due diligence, the defaulting party will not be in breach of this Agreement if the default is cured within 90 days from the date of receipt of the default notice.
- 10.2. Notwithstanding Section 11.1, following Acceptance, a defaulting party shall have 24 hours from receipt of the default notice required by this Section to commence cure of a non-monetary default that materially affects Service. If the default cannot be reasonably cured within 24 hours, the defaulting party shall use Best Efforts to cure the default as soon as possible thereafter. "Best Efforts" means a high standard of performance, the failure of which to achieve may be excusable only due to force majeure conditions or upon a demonstration that the failure occurred despite dedicated and sustained efforts. An event of force majeure shall not be deemed a non-monetary default. For purposes of this Section related to a non-monetary default that affects Service, the default notice may be given by the non-defaulting party to the defaulting party by email, phone or facsimile; in the event that the default notice is given by email or facsimile, it shall be deemed to have been received by Provider at the time of transmission by Customer.
- 10.3. Upon the failure by the defaulting party to timely cure, any default after notice thereof from the non-defaulting party, the non-defaulting party may take any action, including termination, it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.
- 10.4. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party shall be entitled to injunctive or similar preliminary relief to prevent or cure breaches of the provisions of this Agreement by the other and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may be entitled by law or equity.
- 10.5. If Customer terminates this Agreement in response to a City default, Provider shall use its Best Efforts to assist Customer to transition to an alternate vendor.

11. NOTICES.

- 11.1. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Provider:

City Clerk
City of New Berlin
3805 S Casper Dr.
New Berlin, WI 53151

If to Customer:

Director of Finance and Operations
West Allis-West Milwaukee School
District
1205 S. 70th Street
West Allis, WI 53214

- 11.2. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery and shall be deemed delivered: if sent by U.S. Mail, five days after deposit, or if sent by commercial overnight delivery service, upon verification of receipt.

12. ASSIGNMENT; SUCCESSION; CHANGE IN CONTROL.

Each of the parties' respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns. This Agreement and the rights and duties hereunder may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

13. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with the laws of the state of Wisconsin with all disputes to be venue in Waukesha County, Wisconsin.

14. DISPUTE RESOLUTION.

- 14.1. It is the intent of Customer and Provider that any disputes, which may arise between them, or between the employees of each of them, be resolved as quickly as possible.
- 14.2. When such informal resolution is not possible, the parties hereto agree to attempt to resolve such disputes through non-binding mediation.

15. MISCELLANEOUS.

- 15.1. The headings of the sections in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.
- 15.2. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 15.3. Either party shall interpret no provision of this Agreement to require any unlawful action. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement section or clause that shall achieve the intent of such unenforceable section or clause to the extent permitted by law.
- 15.4. Only a written instrument executed by the party against whom enforcement of the modification is sought may amend this Agreement.
- 15.5. No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties.
- 15.6. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.
- 15.7. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 15.8. No provision of this Agreement shall be interpreted to mean or suggest that Customer has waived any immunity, notice of claim, or liability limit provided or allowed for by law nor any defense, including but not limited to exhaustion of remedies.
- 15.9. In furtherance of this Agreement, the parties agree to comply with all federal and state laws and standards and all applicable local regulations as may be required from time to time.

- 15.10. By executing this Agreement, the parties certify that with respect to all aspects of this Agreement each party has complied and shall comply with all federal, state, and local laws precluding discrimination.
- 15.11. It is acknowledged that it is a crime under Wis. Stat. § 946.13, if any public official or employee shall, in his or her private capacity, negotiate or bid for or enter into a contract in which he or she has a private pecuniary interest, direct or indirect, if at the same time he or she is authorized or required by law to participate in his or her capacity as such officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on his or her part, nor shall any official or employee, in his official capacity, participate in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part.
- 15.12. The parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.
- 15.13. This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.
- 15.14. Neither Provider nor Customer shall act so as to impair the obligations of this Agreement without the written consent of the other party.
- 15.15. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
- 15.16. Provider and Customer each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.
- 15.17. New Berlin shall be responsible only for the physical connection of the cables, and shall not be responsible for the provision of any data transmitted over the cables. West Allis shall be responsible, at its sole expense, for contracting with Waukesha Education and Community Area Network (WECAN), WiscNet, and other service providers for provision of data services over the Network Cables.
- 15.18. **Ownership of Cables.** West Allis acknowledges and agrees that by this Contract, West Allis is granted only a license to use the Network Cables, and is not granted ownership of any of the Network, which shall remain the sole property of New Berlin at all times.
- 15.19. West Allis shall be responsible, at its sole expense, for the repair and maintenance of all cables requires to connect West Allis-West Milwaukee facilities with the

Connection Point.

- 15.20. **Warranty Disclaimer, Wavier of Damages.** New Berlin provides, and West Allis-West Milwaukee School District accepts, the Network Cable as-is. New Berlin expressly disclaims all warranties, whether expresses or implied, with respect to the Network Cables, including, but not limited to, their suitability and fitness for West Allis-West Milwaukee School District intended purposes, or the quality, availability or reliability of data transmission through the Cables. New Berlin's sole responsibility for the Network Cables is the contractual maintenance and repair as described in Section **Error! Reference source not found.**, and West Allis-West Milwaukee School District waives all claims, demands and causes of action against New Berlin for any direct, incidental or consequential damages arising from West Allis' use of the Cables, or the Cables' performance, including loss of data or loss of service

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered the Network Agreement as of the date first written above.

PROVIDER:

City of New Berlin

CUSTOMER:

West Allis-West Milwaukee School District

**EXHIBIT A:
DESCRIPTION OF NETWORK**

The network is a buried point-to-point fiber optic network constructed between all designated city and school district buildings. The network will provide main termination hubs at West Allis-West Milwaukee Maintenance Building and the City of New Berlin City Hall. The network will be owned, maintained and operated by the City of New Berlin.

EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is part of that certain Network Services Agreement between Provider and Customer (the "Network Services Agreement"), and defines the performance criteria to which Provider will be held accountable. The SLA will become effective on the first day of the month. Provider may from time to time propose revised conditions of service and will notify Customer in accordance with Section 16.4 of the Network Services Agreement. Terms capitalized, but not otherwise defined in this SLA, have the meanings provided for them in the Network Services Agreement.

Provider will make every effort to repair any damage to the fiber network within 4 hours.

1.0 SLA Definition For: Network Availability Service Level Agreement

Provider's objective is to maintain an end-to-end Network Availability of 100%.

Calculation

"Network Availability" means customer is able to transmit data using the Network. "Network Downtime" means the time when Customer's circuit is unable to transmit data, and includes unavailability associated with any maintenance activity other than that associated with Normal Maintenance (as defined in Section 5.0).

Components Included

The availability of the following components shall be included in the determination of Network Availability:
All components of proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following shall be excluded from any Network Downtime time when calculating Network Availability:
Network Downtime attributable to any actions or omissions of Customer, its agents or Customer's equipment; Provider's Network downtime during Normal Maintenance; Failure of any components that cannot be corrected due to the inaccessibility of Provider's equipment or Provider's personnel at the Customer location or causes beyond the reasonable control of the Provider;
Failure or malfunction of equipment or applications not owned, managed or controlled by Provider.

2.0 SLA Definition For: Latency Service Level Agreement

Provider is committed to maintain an average monthly latency of <10ms ("Average Latency") between the Customer's buildings.

Provider is committed to maintain an average monthly latency of < 75ms ("On-Net Average Latency") between any on-net location on the Provider IP backbone, and an average monthly latency of < 5ms ("Egress Average Latency") between any Provider network border router ("ANBR") and a directly connected egress (hand-off) circuit.

Calculation

Latency is defined as the total amount of time it takes for a packet to traverse from the Customer point of demarcation to the closest egress (hand-off) location on the network. Measurements are processed in two ways: Measurements are taken between all Provider customer aggregation gateways ("ACAG") and ANBRs, and are also taken between all ANBRs and directly connected egress (hand-off) circuits. Measurements will be taken every 5 minutes. The highest 5% of all measurements will be excluded, and an Average Latency calculated for each day, as well as an Average Latency for the calendar month

based on the remaining 95% of measurements for both On-Net Average Latency and Egress Average Latency.

Components Included

All components of proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following shall be excluded from the determination of latency under this SLA.

Network Downtime attributable to any actions or omission of Customer, its agents or Customer's equipment; Provider's Network Downtime during Normal Maintenance; The failure of any components that cannot be corrected. due to the inaccessibility of Customer Premises to Provider's personnel at the Customer location or causes beyond the reasonable control of Provider Failure or malfunction of equipment or applications not owned or managed or controlled by Provider.

3.0 SLA Definition For: Service Quality Notification**Service Level Agreement**

Provider is committed to maintain a goal of 60 minutes no greater than 2 hours to inform Customer that a Service interruption has occurred ("Service Quality Notification").

Calculation

If Provider determines that Customer's Services are unavailable, Provider will contact the Customer escalation contact of record via an agreed upon method (e.g., pager, email) within 60 minutes after the Service interruption has occurred.

Components Included

All components of the proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following shall be excluded from this Service Quality Notification SLA.

Network Downtime attributable to any actions or omissions of Customer, its agents or Customer's equipment. Provider's Network Downtime during Normal Maintenance; or Failure or malfunction of equipment or applications not owned, managed or controlled by Provider and listed below

4.0 SLA Definition For: On-Time Installation**Service Level Agreement**

Provider is committed to install all electrical, network connections, and network elements (as applicable) no later than the committed installation date provided to Customer.

Components Included

All components of proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following events shall void this On-time Installation SLA:

Delay caused by Customer's purchase of network connections through individuals or entities or other than Provider; Failure of Customer to properly install the network and power interface in a functioning manner as of the morning of the installation date; Failure of any components, which cannot be corrected due to the inaccessibility of Customer Premises to Provider's personnel at the Customer location or causes beyond reasonable control of Provider Mutually agreed upon change of committed installation date.

5.0 SLA Definition For: Maintenance Window

Service Level Agreement

Normal maintenance:

"Normal Maintenance" means hardware, software, or capacity upgrades. Normal Maintenance shall be undertaken on a mutually agreeable time. Some degradation of service may be experienced during this time frame. Downtime related to Normal Maintenance shall not be deemed to be Network Downtime. Provider will provide at least 48 hours notice prior to Normal Maintenance activities. If this time frame conflicts with customer activity on a particular date, Provider will make every effort to reschedule the Normal Maintenance activities to a mutually agreed upon date and time.

Urgent Maintenance:

"Urgent Maintenance" means corrective action procedures required to correct network conditions that are likely to cause severe service degradation. Some degradation of service may be experienced during this time frame. Downtime related to Urgent Maintenance shall be deemed Network Downtime.

Provider will make every effort to notify customers of Urgent Maintenance activities as soon as possible – and as covered under the Service Quality Notification service level parameters.

West Allis-West Milwaukee School District Locations

West Allis-West Milwaukee Maintenance Building (9333 W Lincoln Ave, West Allis, WI 53227)

**EXHIBIT C:
ACCEPTANCE / REJECTION NOTICE**

Check one box:

D Acceptance (fill in acceptance statement below)

Pursuant to that certain Network Agreement between City of New Berlin (the "**City**"), and West Allis-West Milwaukee School District ("**Customer**"), dated _____, Customer hereby accepts the Network.

D Network Rejected (fill in reason statement

below) Reason for Rejection:

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

EXHIBIT D:
EQUIPMENT

Technical Specifications

The network is a buried point to point fiber optic network constructed between buildings as designated by the school district. The network will provide a connection directly from City Hall located in the City of New Berlin to the West Allis-West Milwaukee Maintenance Building. The city will provide an Ethernet handoff at each location in the form of a fiber optic to Ethernet transceiver, or other device specified by the school district. All cable will be multi-strand fiber optic cable including runs, laterals and 4 terminations. The network will provide bandwidth limited only by the end point equipment or the fiber optic cable itself. No bandwidth throttling will be employed on this network.

EXHIBIT E: MAINTENANCE

Maintenance of the Network will be completed on a recurring basis and documented. Using industry standard tools/procedures, Provider will inspect 100% of the accessible fiber infrastructure at least annually. Results of these annual inspections will be provided to Customer within 30 days of each inspection. The inspection report will indicate positive inspection results as well as exceptions and recommended remedies.

1.1 CABLE ROUTE SURVEILLANCE

Outside Plant facilities (OSP) are periodically inspected by field personnel. During this periodic inspection the cable route is driven/walked to inspect for discrepancies that may affect cable integrity. Any discrepancies found are documented and repaired as necessary. The following are some of the OSP items that will be inspected:

- Cable route integrity (e.g., erosion)
- Condition of poles, pedestals, risers, lashing wire, route markers and signs
- Clearance of aerial facilities
- Construction activity in the area near the cable

1.2 PLANT LOCATION REQUESTS

All facilities associated with this Agreement are located in states with statewide "one call" agencies for excavators to request and notify utilities of digging in the vicinity of Provider facilities. Provider will subscribe to these services and follow the guidelines and laws applicable to that state including the marking of their facilities within seventy-two (72) hours of receipt of request. Provider will also take action to insure excavator is aware and protect the facility during the excavation as required.

1.3 PLANT RELOCATION REQUESTS

Plant relocation requests will be submitted to the manager of field operations to be reviewed for applicable resolution. Requests should be responded to within ten (10) business days and scheduled as required taking into consideration the scope of work and the urgency of the activity.

EXHIBIT F :
FEES PAYMENT SCHEDULE

\$5,000 due at signing of contract (05/01/2022)
\$5,000 due on 09/01/2022
\$5,000 due on 09/01/2023
\$5,000 due on 09/01/2024
\$5,000 due on 09/01/2025
\$5,000 due on 09/01/2026



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

Recommend the Common Council approve the appointment of Jim Burns to the position of Emergency Management Manager.

ATTACHMENTS:

1. RAS RE: EM APPOINTMENT

DEPARTMENT:

COMMUNITY DEVELOPMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



Department of Community Development

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

REQUESTED ACTION STATEMENT

Date: February 15, 2022
TO: Common Council
FROM: Greg Kessler, Director of Community Development

ISSUE:

Appointment of Jim Burns to the position of Emergency Management Manager.

REQUESTED:

Recommend the Common Council approve the appointment of Jim Burns to the position of Emergency Management Manager.

FISCAL IMPACT: None

RATIONALE:

Per recently adopted Ordinance #2657, *Repealing and Recreating Chapter 24 of the Municipal Code of New Berlin regarding Emergency Management*, the Emergency Manager shall be appointed by the Director of Community Development pending Council approval.

Per § 24-2:

§ 24-2 Appointment and duties of Emergency Management.

A. Appointment. The office of Emergency Management is hereby created as a Division of the Community Development Department. **The Manager shall be appointed by the Director of Community Development pending Council approval** or as approved thru the Budget process. The Manager shall hold office for an indefinite term, subject to removal as provided by law. Other Emergency Management staff may be appointed by the Director of Community Development pending Council approval or as approved thru the Budget process. Emergency Management personnel shall take and file an official oath.

I respectfully request your approval of my appointment of Jim Burns to the EM Manager position, Jim has previously served as our Emergency Management Director.

The EM Manager position is a part-time position which will report directly to me. This change is the result of the Mayor's reorganization of the EM Department in an effort to provide efficiency and cost savings.



City of New Berlin

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ITEM INFORMATION COVER SHEET

ITEM:

Department Update from Community Development Director, Greg Kessler

ATTACHMENTS:

1. DCD POWERPOINT

DEPARTMENT:

COMMUNMITY DEVELOPMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

NO ACTION, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



CITY OF NEW BERLIN



AN OVERVIEW OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT

2021-2022



VISION STATEMENT

The Department of Community Development promotes and maintains the careful and sustainable development & use of land in the City of New Berlin. To accomplish this, the Department is involved in both short and long-range planning. This effort includes reviewing and documenting development, engineering & capital infrastructure planning, comprehensive planning, economic development, land/geographic information systems, inspections, zoning/code enforcement & compliance, and disseminating this information to the public.

MISSION STATEMENT

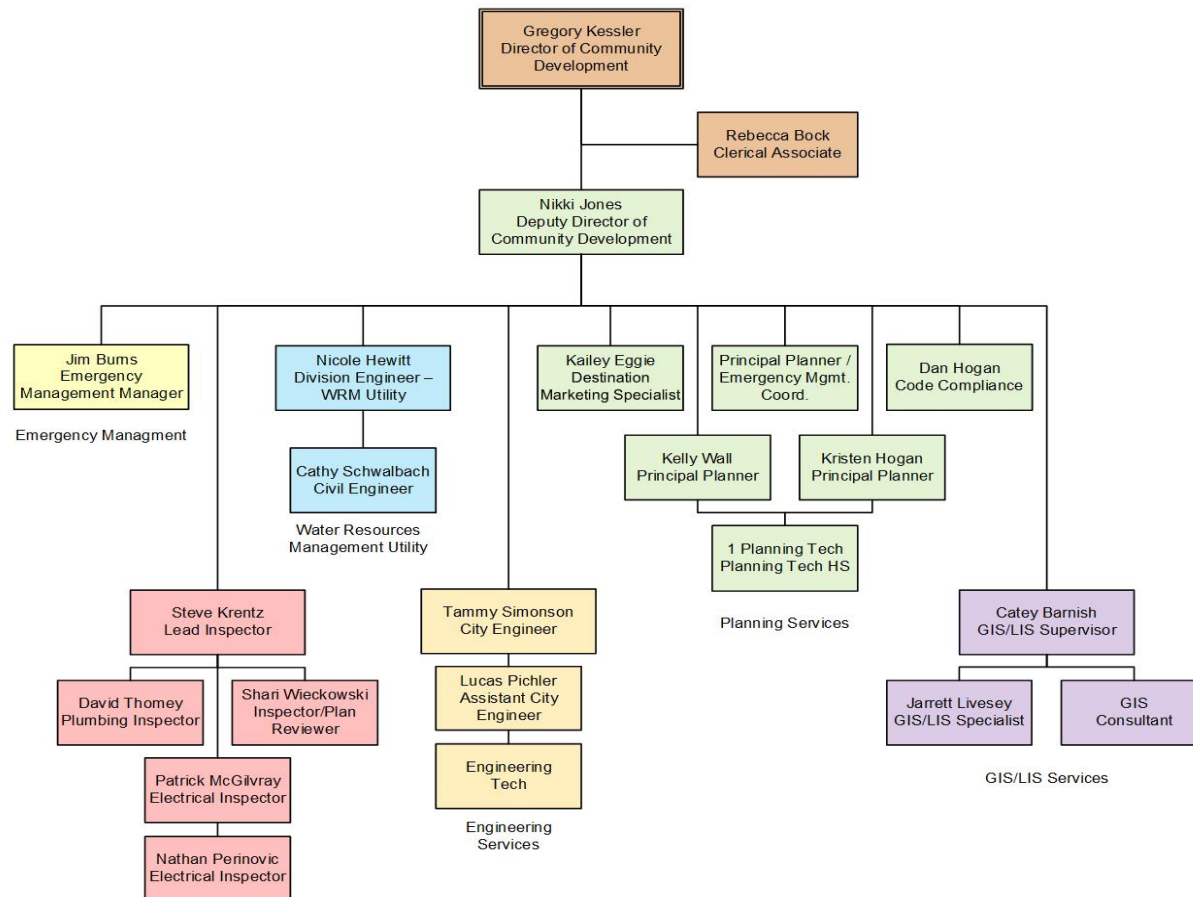
1. Provide leadership, guidance and advice in preparing, developing, and establishing long-range strategies and standards for the development of the community;
2. Establish, administer, and enforce regulations that promote health, safety, morals, comfort, prosperity, property values, and the general welfare of the City;
3. Provide customer assistance to the public and creating a greater understanding of City regulations;
4. Foster planning, inspection & engineering principals, and staff development resulting in a better place to live, work, and do business.
5. Support the activities of the City of New Berlin and its citizens by providing and maintaining accurate, current and complete geographic and land information data. This support will be provided through leveraging the knowledge contained in this information and by using a set of procedures and techniques collectively referred to as a Geographic and Land Information System. Using GIS/LIS, the division will enable the managers and citizens to make decisions impacting the future of the City of New Berlin in an informed and logical manner.

5 DIVISIONS OF DCD

- Planning Services & Tourism
- Inspection Services
- Engineering Services
- GIS/LIS Services
- Water Resources Management Utility
- Emergency Management

DEPARTMENT OF COMMUNITY DEVELOPMENT ORGANIZATIONAL CHART

Department of Community Development Organizational Chart
January 2022



Staff Position Allocation Notes:

- Director of Community Development
85% City and 15% WRM
- Water Resources Division Engineer
25% City and 75% WRM
- Code Compliance Specialist
50% City and 50% WRM
- City Engineer
95% City and 5% WRM
- Water Resources Project Engineer
100% WRM

PLANNING SERVICES DIVISION

RESPONSIBILITIES

- Current Planning / Development Review
- Comprehensive Planning
- Economic Development
- Emergency Management
- Housing Trust Fund Board
- Tourism Commission
- Park Planning
- Zoning and Subdivision Codes
- Zoning Code Violations and Enforcement

PLANNING APPLICATIONS BY MONTH - 2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Conditional Use	0	0	0	1	0	0	0	1	0	1	0	1	4
Cert, Survey Map	1	1	0	0	0	0	1	0	0	0	1	0	4
Use Approval	4	7	7	10	11	4	4	10	10	3	2	2	74
Rezoning	0	0	0	0	0	0	0	0	0	0	0	0	0
Subdivision	1	0	0	0	0	0	0	1	0	0	0	0	2
Land Division	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign	2	2	2	5	8	8	7	4	10	6	10	1	65
Re-occupancy	1	3	7	4	5	7	9	7	8	6	7	2	66
Wetland Registration	0	1	0	0	0	0	0	0	1	0	0	0	2
Total	9	14	16	20	24	19	21	23	29	16	20	6	217

DEVELOPMENT HIGHLIGHTS - CONSTRUCTION

Briohn Building

- 16555 W. Small Road



Drexel Building Supply

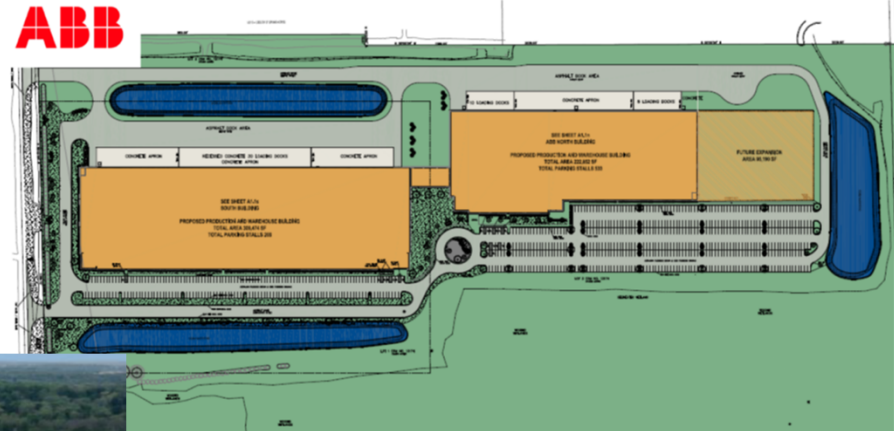
- 16778 W. Coffee Road



DEVELOPMENT HIGHLIGHTS – REVIEW

ABB Logistics Partner/ABB
Motion Business

- 18200 W. Lincoln
Avenue/1825 W. Lincoln
Avenue



DEVELOPMENT HIGHLIGHTS - RESIDENTIAL

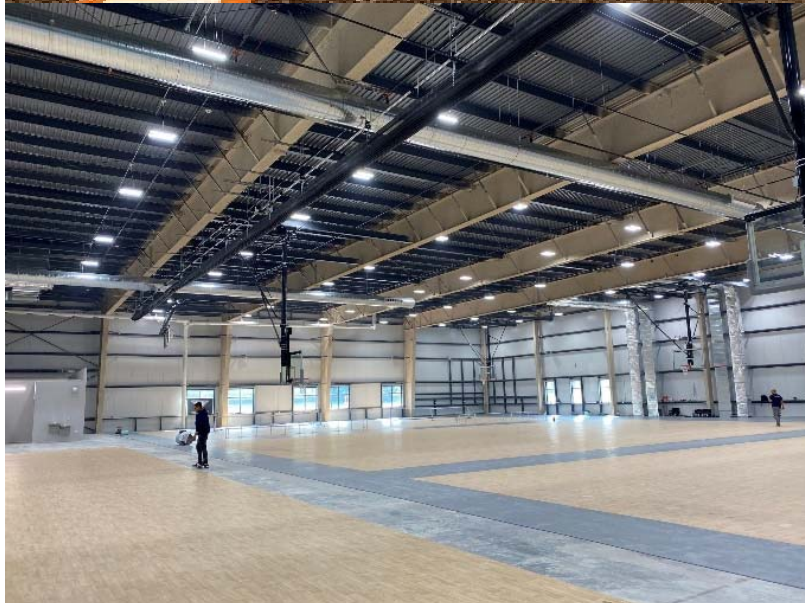
- Quarry Park Subdivision
- 18 lots
- Preliminary Plat Approval
- Sale of land to Neumann Development— 11/2021





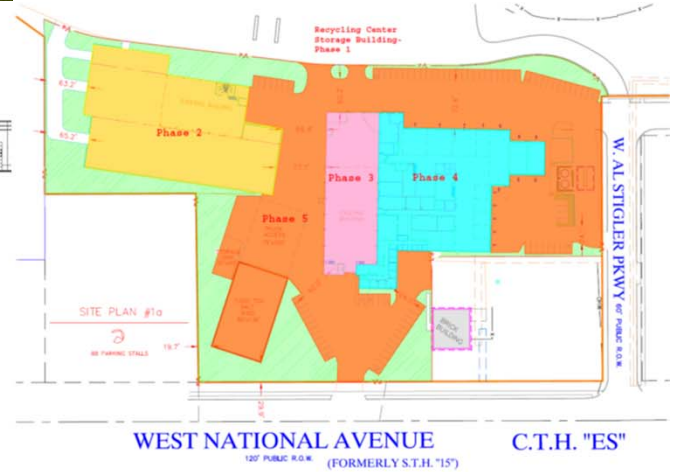
DEVELOPMENT HIGHLIGHTS – COMPLETED

ETHIC INDOOR SPORTS ACADEMY - 5330 S. RACINE AVENUE



RENOVATIONS AND REHAB STUDIES

- * HICKORY GROVE
- * FORMER WALMART / ACTIVITY AND RECREATION CENTER
- * DPW CAMPUS CONSOLIDATION



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

DPW Cold Storage Buildings



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



ACTIVITY & RECREATION CENTER



Front Desk,
Hallway and
Storage



ACTIVITY & RECREATION CENTER



Cooking Classroom
(above), Multi-purpose
room (right)



FUNDRAISING



New Berlin Recreation Center – Fundraising Strategies

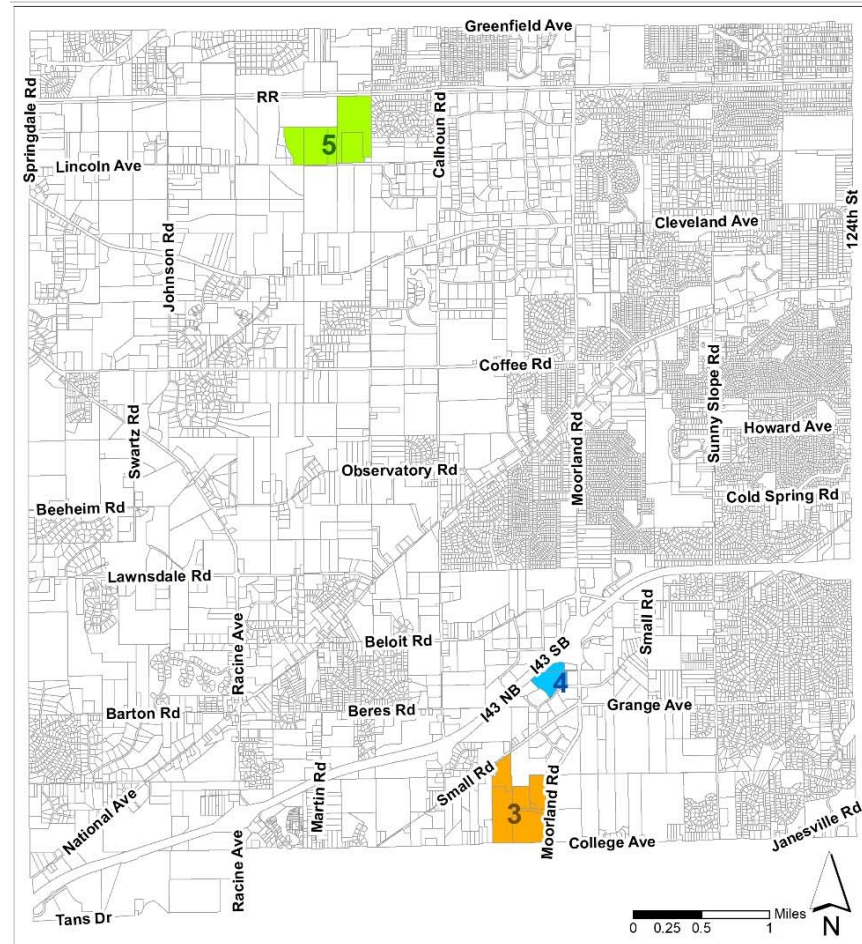
- Collaboration with UWM Architecture & Urban Planning Applied Planning Workshop Course.
- Students provided a final report and presentation on various fundraising ideas and opportunities for the City to explore.
- Staff continued to meet and provide a formal fundraising strategy in 2021.



ACTIVE CITY TIDS

Active TIDs

February 2022



Legend

- Parcels
- Briohn Small Road TID #3
- Moorland Hospitality Group TID #4
- Lincoln Ave TID #5

The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The information and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plans, Flood Insurance Studies, or other official means.



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TID #: 3

- Created on February 13, 2018
- Base Value: **\$729,000**
- Added Incremental Value above Base Value (as of January 1, 2021): **\$37,339,900**
- Projected Closure Date (based on current cash flow): **2033**
- Projected Incremental Tax Revenue for Projects: **\$16,305,185** (used \$5,405,000 to date)

TID #: 4

- Created on June 4, 2020
- Base Value: **\$12,307,619**
- “Projected” Added Incremental Value above Base Value (as of January 1, 2024): **\$16,703,785**
- Projected Closure Date (based on current cash flow): **2038 ***
- Projected Incremental Tax Revenue for Projects: **\$4,101,741** (anticipated public infrastructure costs to be bonded for \$2,271,223 in 2023 and 2025)

TID #: 5

- Created on January 18, 2022
- Base Value: **\$1,213,470**
- “Projected” Added Incremental Value above Base Value (as of January 1, 2024): **\$55 million ****
- Projected Closure Date (based on current cash flow): **2033**
- Projected Incremental Tax Revenue for Projects: **\$16,340,925** (anticipated public infrastructure cost to be bonded for \$5,945,000 in 2023)

- * TID #4 Construction has been delayed due to the Pandemic. Construction and increment value is not expected to be realized until 2023.
- ** TID #5 was recently approved. This chart reflects projections only at this time. Increment value is expected to be realized in 2023.

DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Biwer Park Reconstruction

- Phase I
 - 2020 Design (playground and trail improvements)
 - 2020 Construction
 - October 2020 Ribbon Cutting Ceremony



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Biwer Park Reconstruction

- Phase 2
 - 2020-2021 Design (replacement basketball court)
 - 2021 Construction



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Lions Park Reconstruction

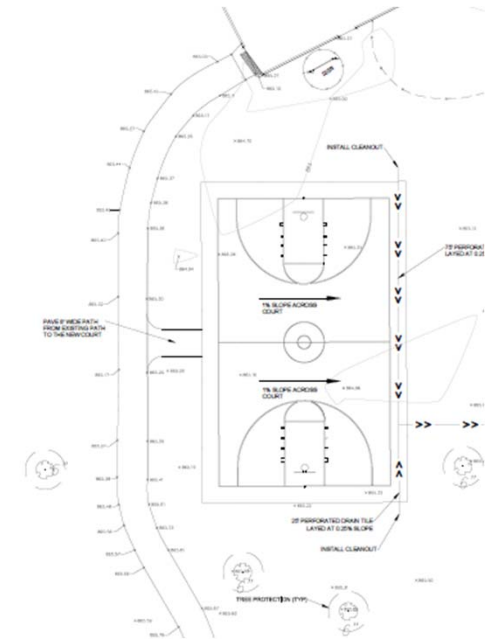
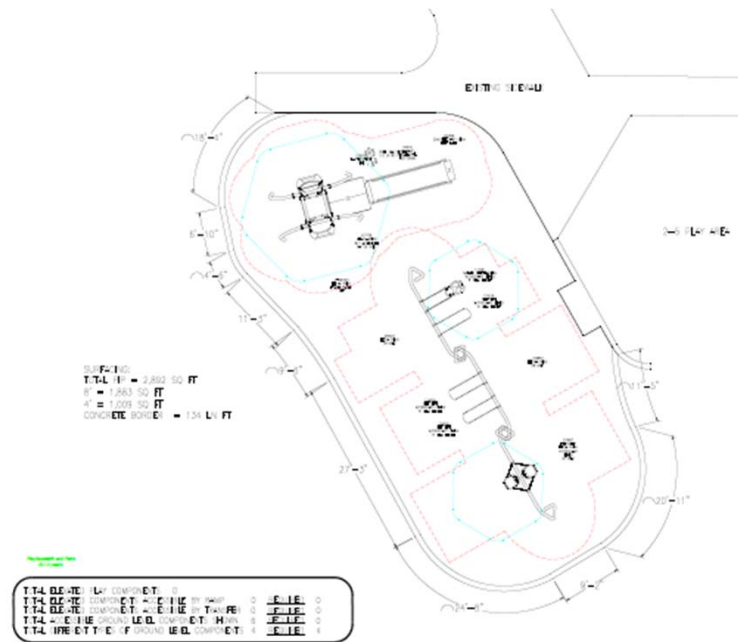
- Phase I
 - 2020-2021 Design (replacement playground and trail improvements)
 - 2021 Construction
 - October 2021 Ribbon Cutting Ceremony



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Lions Park Reconstruction

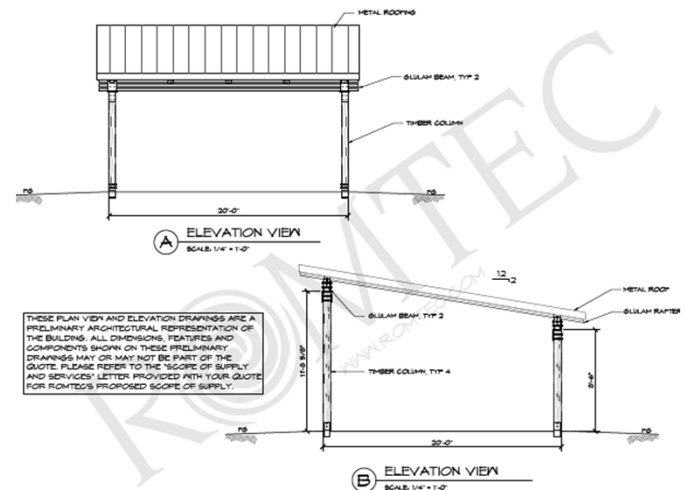
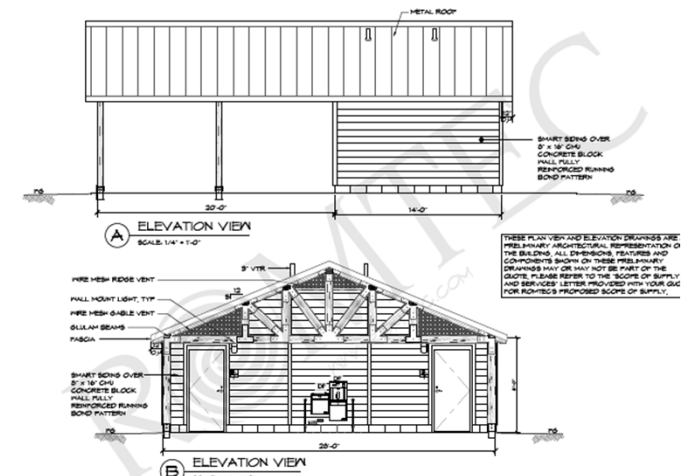
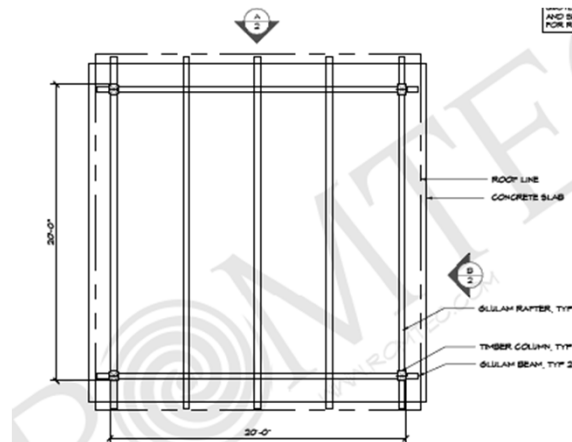
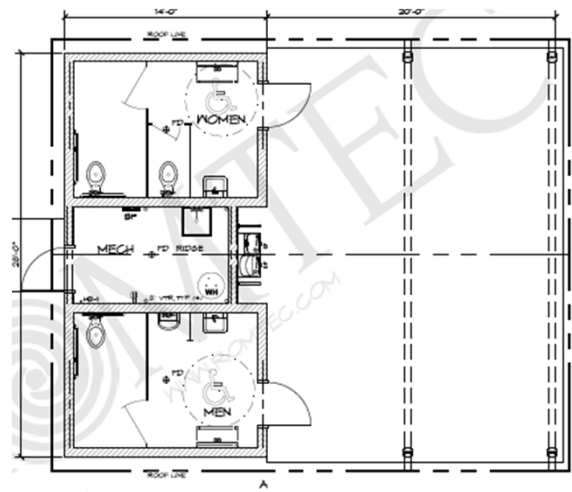
- Phase 2 (funding available through cost savings from Phase 1)
 - 2022 Design (new playground swings and replacement basketball court)
 - 2022 Construction (anticipated – bidding in March 2022)



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Buena Park Reconstruction

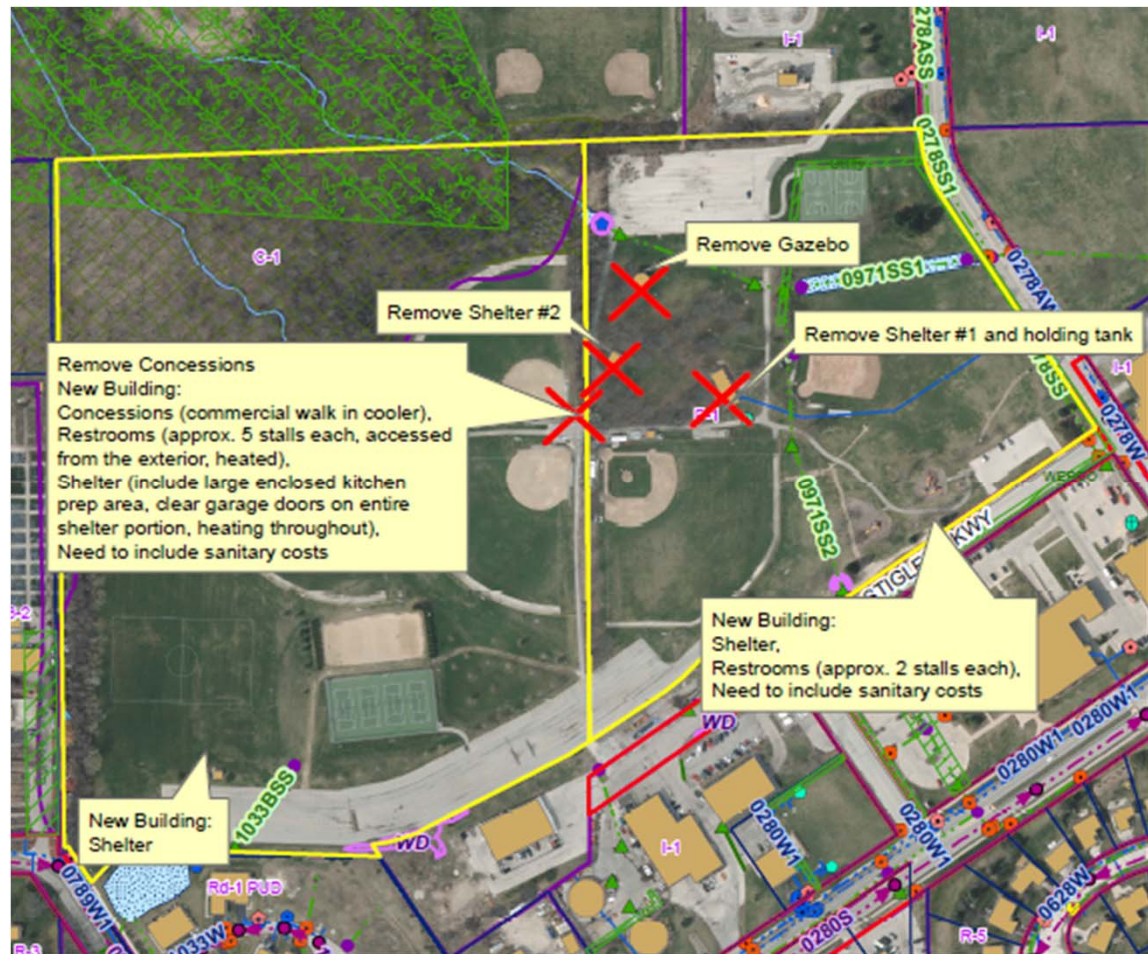
- 2020-2022 Design (replacement park structures and trail improvements)
- 2022 Construction (anticipated – bidding in April 2022)



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Malone Park Reconstruction

- 2022 Design (replacement park structures and trail improvements)
- 2023 CIP Request for Construction



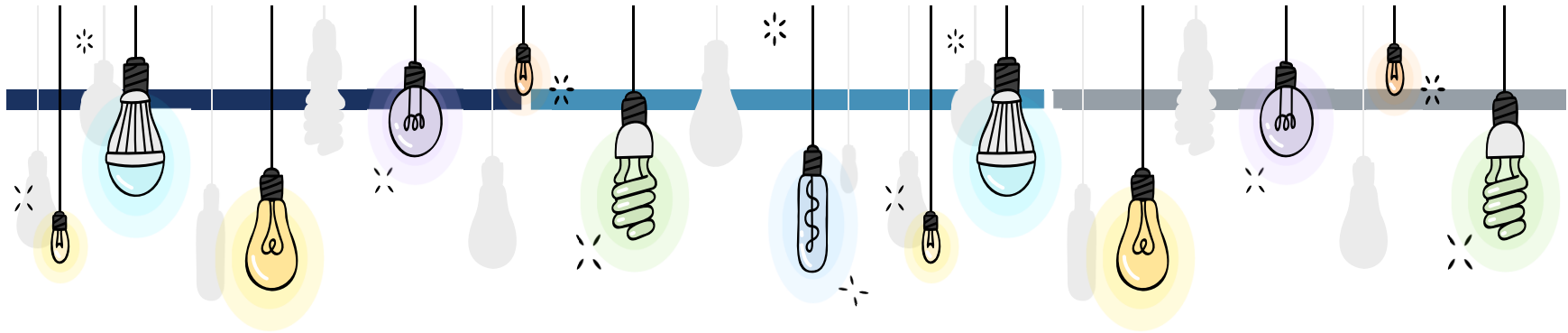
TOURISM COMMISSION





How we used our time and resources

- Creating consistent posting schedule across social media platforms.
- Working with local businesses to build relationships across the community.
- Listening to community wants and needs via market research.
- Promoting local events, restaurants, and businesses through campaign activities.
- Creating and executing campaigns to show our “New Berlin Favorites”
- Analyzing results of previous campaigns to tailor future campaigns towards more engagement.



Barre District
CrossFit Funky
9Rounds
VASA Fitness



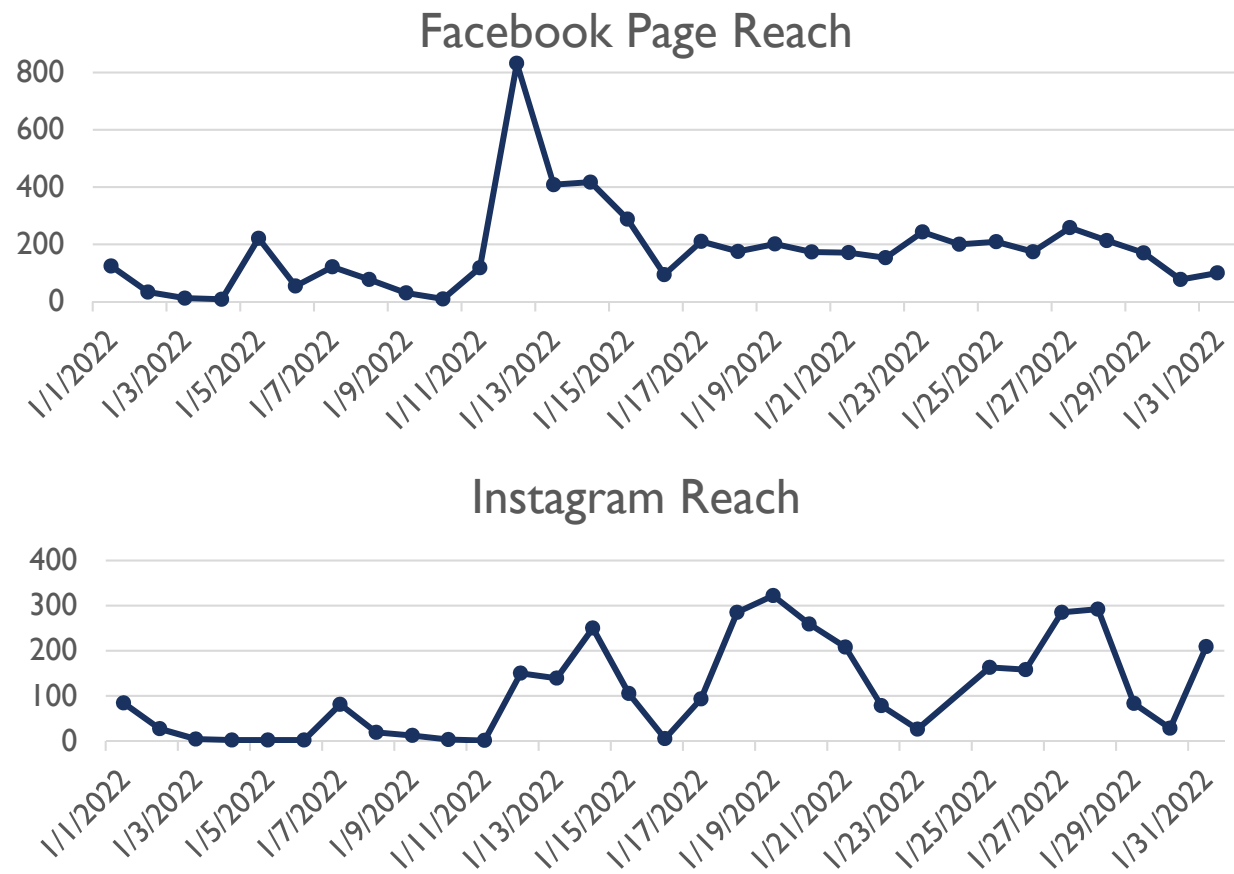
Mad Science
Stigler Nature Preserve
Big Backyard



Bee You Boutique
Twins Flower & Home
Savvy Seconds
Sugar Creek Antiques
What's In The Bowl Pet Shop

Social Media

Facebook and Instagram account





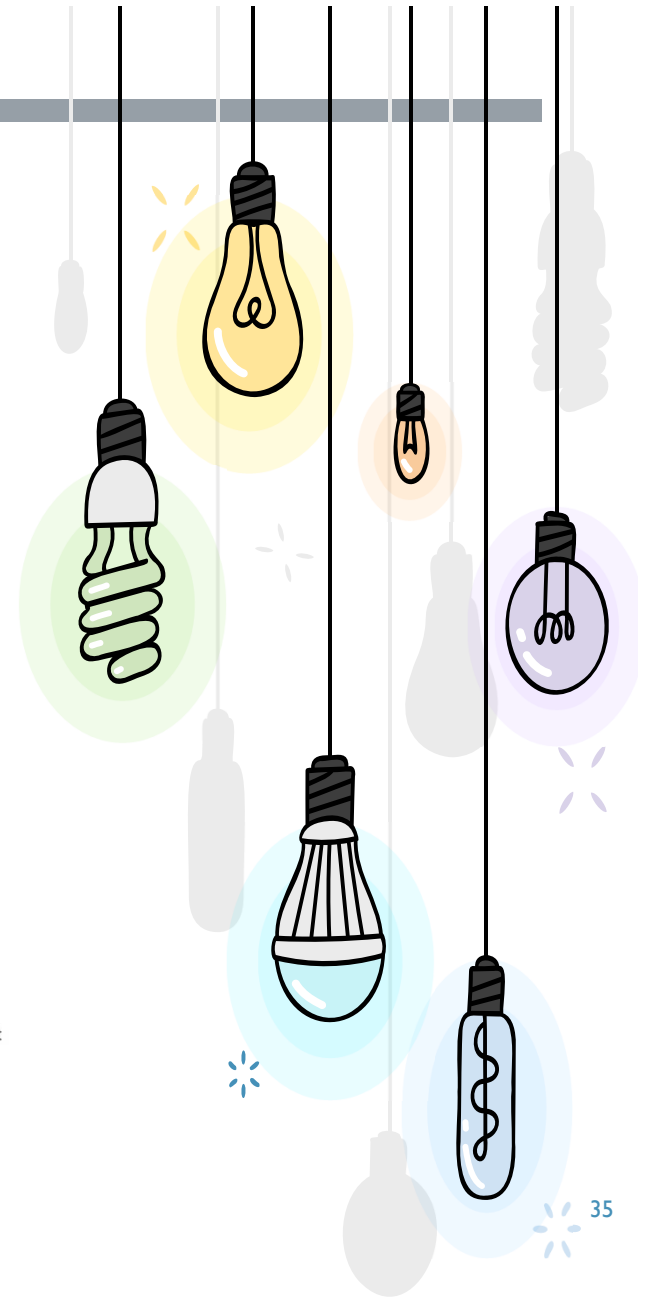
Construction site? Or
future indoor playground
at the New Berlin
Activity & Recreation
Center? 🤔

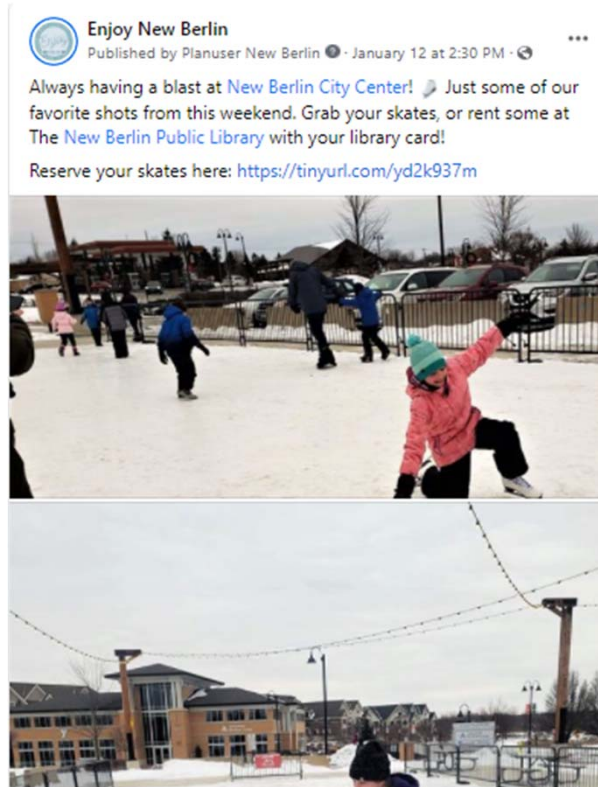
Likes: 51 Reach: 3,076
January 24th



enjoynewberlin Can you guess what New Berlin coffee shop this cozy corner belongs to? 🤔 We'll give you a hint...they use the best coffee from Backroads Coffee for their drinks!
#enjoynewberlin #newberlin #newberlinwi #discoverwisconsin
#travelwisconsin #travel #local #snow #coffee #thingstodo
#localcoffeeshop #thingstodowisconsin #snowyday

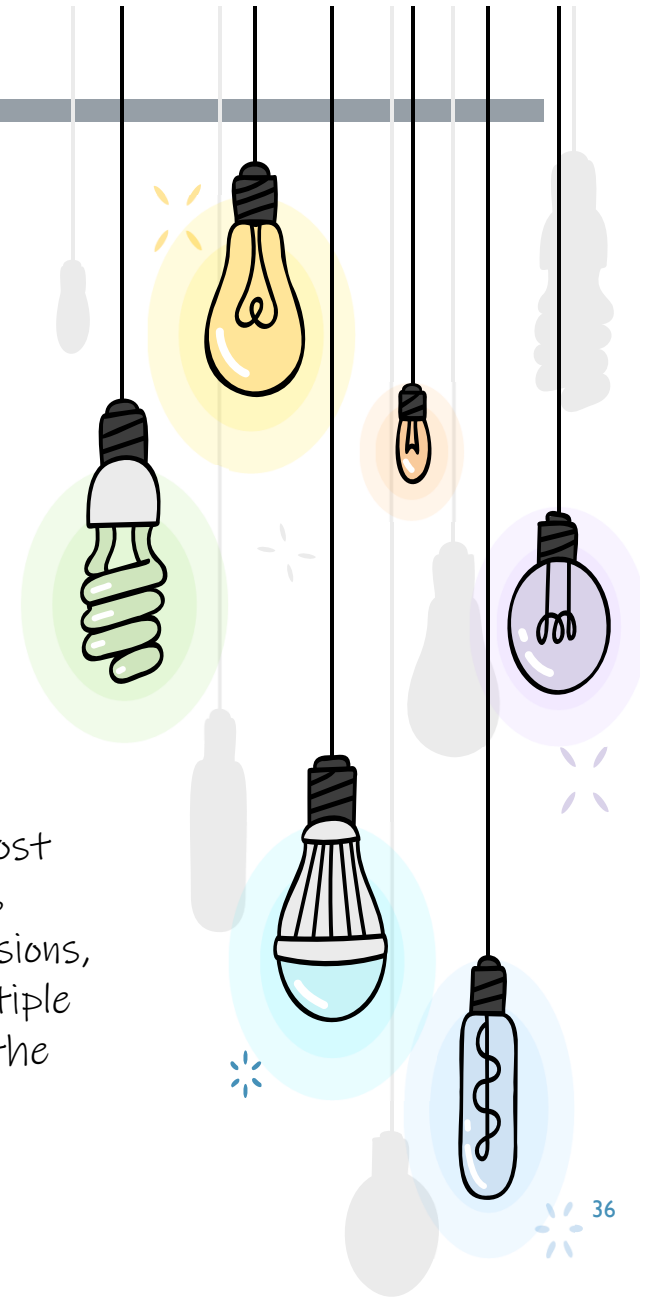
Likes: 39
Reach: 197

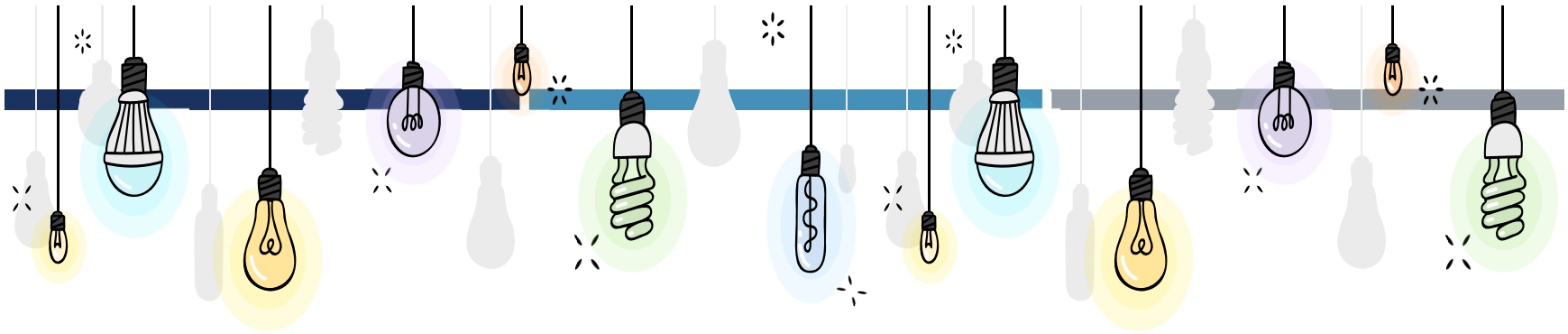




Likes: 16 Reach: 1,533

Reach: The number of people who saw the post at least once. Reach is different from impressions, which may include multiple views of the post by the same people.





What Are They Now: Highlight certain ads found in 1982 newspapers, compare business locations then to now.

Ex: 2730 S. Sunnyslope Rd. was AutoBody Care, in 2022 it is now Caliber Collision

Focus on New Berlin Activities & Recreation Center: Reveal certain photos, have polls as to what commenters think an unfinished room will be. Reveal floorplan portion next day to build suspense, interactions, and multiple visits. Possibly directing to Enjoy New Berlin Page from time to time to increase website traffic.

Don't Miss Out Ad Campaign: Appeal to fear of missing out in ad campaign by ensuring followers will be the most up-to-date regarding future events in New Berlin.

Spring Anticipation: Focus on seed library possibly, and work with the New Berlin Garden Center to encourage growth of Enjoy New Berlin social accounts.

INSPECTION SERVICES DIVISION

- Issuance of Building Permits
- Field Inspections
- Development & Plan Review
- Enforces the Commercial Building Code, the Uniform Dwelling Code, Wisconsin Plumbing Code, other various Wisconsin statutes under Ch. 101, and the National Electrical Code
- Zoning Code Violation and Enforcement

INSPECTION SERVICES DIVISION

Permits Issued (Through 2021)

ELECTRIC PERMITS	255
PLUMBING PERMITS	348
COMMERCIAL BUILDING, NEW ADDITIONS, ALTERATIONS	69
RESIDENTIAL BUILDING NEW, ADDITIONS, ALTERATIONS	632
HVAC	747
TOTAL	2,051

INSPECTION SERVICES DIVISION

Inspections Performed (2021)

BUILDING, ELECTRIC, PLUMBING	5,858 (includes all inspections and re-occupancies)
CODE COMPLIANCE	172
EROSION CONTROL	235
TOTAL	6,265

DCD – RECENTLY HAS TAKEN OVER FIRE INSPECTIONS FOR RE-OCCUPANCIES

- The primary objective is to improve communication both internally amongst staff but the applicant as well, create a more predictable timeline for permit turnaround.
- This improves customer service, reduces and/or completely eliminates duplication of effort between inspectors, and ensures inspection results are entered into Munis immediately.
- This modification to current procedures will eliminate the need for an applicant having to call a separate department to coordinate inspection times, inspections results will be entered into Munis and available to the applicant & staff “same day.”
- DCD already has two in-house inspectors certified to conduct these inspections and the same inspector then can do both the building & fire inspections enhancing continuity of communication with staff & the applicant, and eliminates the need to call separate departments.
- Initially, this is for re-occupancy permits but joint plan review is underway to mutually train staff so that additional permit types can be added over the coming months.

CITY OF NEW BERLIN FIRE DEPARTMENT • FIRE INSPECTION REPORT

16300 W. National Ave. New Berlin, WI 53151 • Phone: 262-785-6120 • Fax: 262-785-6130 • www.newberlin.org

Occupancy: _____ File #: _____

Address: _____ Inspection Date: _____

Violations requiring corrective action are marked below. Key: (M)-Municipal Ordinance (S)-State Code (N)-National Fire Protection Association Code/Standard Wisconsin DSPS 314 adopts NFPA 1 (subject to modifications). Any NFPA 1 code reference below is preceded by DSPS 314.

1. GENERAL PRECAUTIONS AGAINST FIRE (101) _____ Repair/replace dangerous condition. (0) 124-8.1 (102) _____ Repair/replace unsafe structure or equipment. (0) 124-8.1 (103) _____ Building repairs required. (0) 201 (104) _____ General Classification/occupancy. (0) 124-8.1 (105) _____ Separate exits or Part Out (200, or 5 ft wall). (0) 44.3 (106) _____ One egress shall be secured from filling. (0) 63.1.8.4 (107) _____ Open flame/smoking prohibited within a structure. (0) 124-120(1) (108) _____ Improper city waste/contaminant. (0) 19.1.3 (109) _____ Smoking prohibited, post "No Smoking" signs. (0) 124-120.3 (110) _____ Noncombustible ash tray(s) required. (0) 10.10.2 (111) _____ Maintain clearway. (201) 14.2.1 (112) _____ Portable unvented fuel-fired heater prohibited. (0) 314.1(7) (113) _____ Interior fields/condition/fenestrations. (0) 101.10.1 2. MEANS OF EGRESS (201) _____ Allocated or grossed means of egress. (0) 101.45.3.2 (202) _____ Exit lighting(s) inoperative. (0) 14.1.2.1 (203) _____ Additional exit lighting(s) required. (0) 14.1.2.1.2 (204) _____ Exit door kept locked/secured. (0) 44.3.1.2 (205) _____ Improper exit door latch device. (0) 14.5.2 (206) _____ Remove storage beneath egress stairway. (0) 14.6.3.2 (207) _____ Emergency lighting inoperative. (0) 14.1.3 3. FIRE RESISTIVE CONSTRUCTION (301) _____ Fire door blocked or obstructed from closing. (0) 80.5.2.3.7 (302) _____ Maintain fire door hardware. (0) 80.5.2.3.5 (303) _____ Fire door requires annual test. (0) 12.4.6.6.1 (304) _____ Penetration through a rated enclosure. (0) 12.3.3.1 4. ELECTRICAL EQUIPMENT (401) _____ Repair defective electrical equipment. (0) 316.009 (402) _____ Flexible cord violation (other than listed below). (0) 70.400.8 (403) _____ Flexible cord/wire misapplied. (0) 11.1.6.2 (404) _____ Flexible cord used as permanent wiring. (0) 11.1.7.6 (405) _____ Flexible cord runs through structure/celling. (0) 70.400.8 (406) _____ Flexible cord attached to building surface. (0) 11.1.7.5 (407) _____ Protect flexible cord/power tap from damage. (0) 11.1.6.3 (408) _____ Improperly spliced cords. (0) 70.400.9 (409) _____ Insufficient clearance (minimum 30 in. around). (0) 10.10.26 (410) _____ Improper grounding of 3-prong cord. (0) 720.139 (411) _____ Provide cover plate, exposed wires observed. (0) 314.425 (412) _____ Cover openings in breaker panel. (0) 70.10.12(A) 5. PORTABLE FIRE EXTINGUISHERS (501) _____ Extinguisher annual maintenance overdue. (0) 10.7.3.2.1 (502) _____ Identify extinguisher location. (0) 10.6.1.3.3 (503) _____ Mount at proper height (max 5 ft, min. 4 in.). (0) 10.6.1.3.8.1 (504) _____ Extinguisher(s) shall be provided. (0) 13.6.2 (505) _____ Obstructed access or obscured from view. (0) 10.6.1.3.3.1 (506) _____ Extinguisher gauge in low pressure/charged. (0) 10.7.2.2 (507) _____ Tamper seal missing. (0) 10.7.2.2.2 (508) _____ Improper display for hazards present. (0) 10.5.1 6. MULTI-FAMILY OCCUPANCIES (601) _____ Improper use of basement or storage locker. (0) 124-14.4 (602) _____ GFI/RP task violation. (0) 10.131.6 (603) _____ Dryer venting shall be noted & terminate outside. (0) 323.142(30)	7. AUTOMATIC FIRE SPRINKLER SYSTEMS (701) _____ Sprinkler inspection overdue. (0) 124-11(0) (702) _____ Connect deficiencies listed on NFPA 25 report. (0) 25.4.1.1 (703) _____ Backflow valve inspection overdue. (0) 25.13.6.1 (704) _____ Sprinkler system requires maintenance. (0) 124-110(1)(3) (705) _____ Fire department connection (FDC) violation. (0) 25.13.7 (706) _____ Sprinkler coverage obstructed (4 ft in.). (0) 13.8.5.3.3 (707) _____ Complete sprinkler system required per. (0) 12.4.1 (708) _____ Sprinkler head(s) painted/damaged/corroded. (0) 25.5.2.1.1.1 (709) _____ Maintain sprinkler head clearance (18 in.). (0) 13.8.5.3.1 (710) _____ Control valve unsecured. (0) 25.13.5.2.1 (711) _____ Control valve blocked or obstructed. (0) 25.13.5.2.3 (712) _____ Foreign object block from sprinkler piping. (0) 25.13.5.2.1.1 (713) _____ Sprinkler hangers & wrench required. (0) 25.14.1.1 8. HYDRANTS, STANDPIPES & HOSE SYSTEMS (801) _____ Fire hydrant blocked or obstructed. (0) 124-12(A)(300) (802) _____ Private hydrant requires annual inspection. (0) 124-12(A)(300) (803) _____ Private hydrant requires maintenance. (0) 124-12(A)(300) (804) _____ Standpipe or fire hose obstructed from view. (0) 25 table 6.1.2 (805) _____ Fire hose annual inspection required. (0) 25 table 6.1.2 9. FIRE ALARM & SUPPRESSION SYSTEMS (901) _____ Testing of suppression systems required. (0) 72.14.4.4 (902) _____ Key records of testing. (0) 72.14.6.2.1 (903) _____ Maintain system in operational condition. (0) 72.10.3.2 (904) _____ Semi-annual trip. of non-water based system. (0) 17.13.1.1 10. FLAMMABLE & COMBUSTIBLE LIQUIDS (1001) _____ Leakage or spills observed. (0) 30.9.13 (1002) _____ Improper gasoline storage (quantity/container). (0) 124-43 (1003) _____ General ignition source prevention. (0) 30.9.5.1 (1004) _____ Storage cabinet violation. (0) 30.9.5 (1005) _____ Class II liquid not allowed in basement. (0) 30.9.5.6 (1006) _____ Outdoor storage requirements. (0) 30.15.1 (1007) _____ LP cylinders shall be secured/per. (0) 58.8.2.1 11. SPRAY APPLICATION OF FLAMMABLE MATERIALS (1101) _____ Sprinkler heads not protected from over-spray. (0) 9.3.9.7 (1102) _____ Replace clogged filters. (0) 10.4.1 (1103) _____ Improper mixing area for flammables. (0) 33.3.3 (1104) _____ Improper transfer area for flammables. (0) 33.5.1 12. COMMERCIAL COOKING EQUIPMENT (1201) _____ Semi-annual hood inspection overdue. (0) 96.11.2.1 (1202) _____ System components require cleaning. (0) 96.11.6 (1203) _____ Replace fusible links & sprinkler heads annually. (0) 96.11.2.6 (1204) _____ Provide Class K extinguisher within 30 ft. (0) 96.10.10.2 13. MISCELLANEOUS VIOLATIONS (1301) _____ Building adjacent missing or obscured. (0) 81.20.1 (1302) _____ Fire handbooks read observed. (0) 124-120(0) (1303) _____ Know How with current laws required. (0) 124-120(0) (1304) _____ Minimum capacity sign(s) required. (0) 1.80.1.5.10.3.1 (1305) _____ NFPA 704 markings required. (0) 704.14.2 (1306) _____ Gas meter requires collision protection. (0) 52.5.7.4 14. REFERRALS (1401) _____ Planning Services (1402) _____ Inspection Services (1403) _____ County Health Dept. (1404) _____ Police Dept. (1405) _____ City Attorney (1406) _____ NRPD EMS Division (1407) _____ Other: _____
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REMARKS:

16. INSPECTION SUMMARY

- (1601) _____ No Violations observed
- (1602) _____ No activity on site/in tenant space
- (1603) _____ Under Construction
- (1604) _____ Violations observed - Instructions Provided
- (1605) _____ Violations observed - Corrections Made

[1606] _____ THIS IS A CORRECTION ORDER REQUIRING COMPLIANCE.

You are hereby ordered to have the listed violations corrected. These violations must be corrected by the compliance date indicated and the Fire Prevention & Inspection Bureau must be notified in writing of the corrective action. If you fail to comply, the matter may be referred to the City Attorney. Penalties for noncompliance is not less than \$100.00 per day for each offense or, in default of payment of such forfeiture, by imprisonment in the county jail for not less than five days nor more than 30 days for each offense.

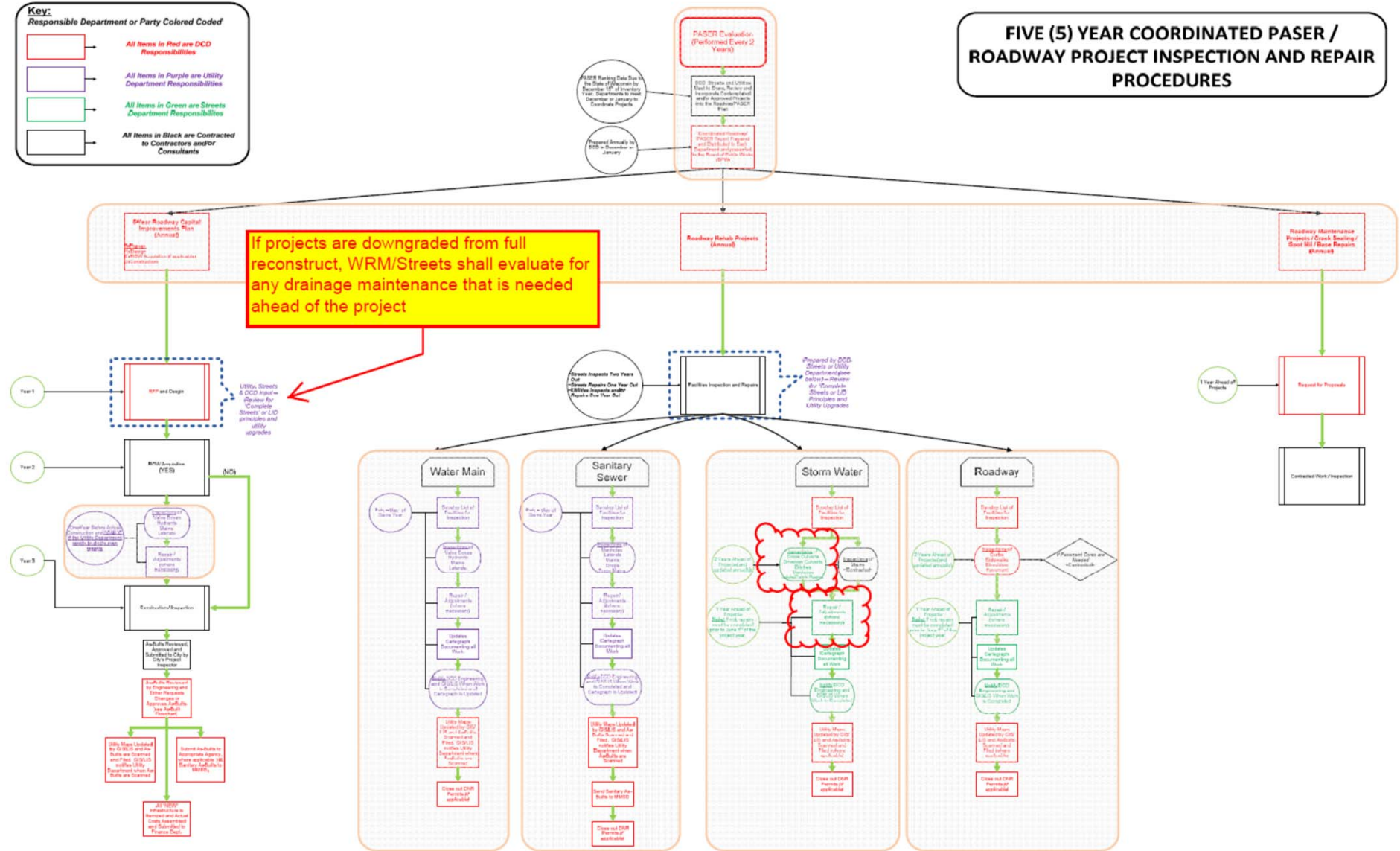
ENGINEERING

- Development & Building Permit Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Streets/Transportation
 - Roadway Reconstruction
 - Roadway Rehabilitation
 - Roadway Maintenance
 - Roadway Design
- New Berlin “*Infrastructure and Site Design Standards*” (Development Handbook)

FIVE (5) YEAR COORDINATED PASER / ROADWAY PROJECT INSPECTION AND REPAIR PROCEDURES

Key:
Responsible Department or Party Colored Coded

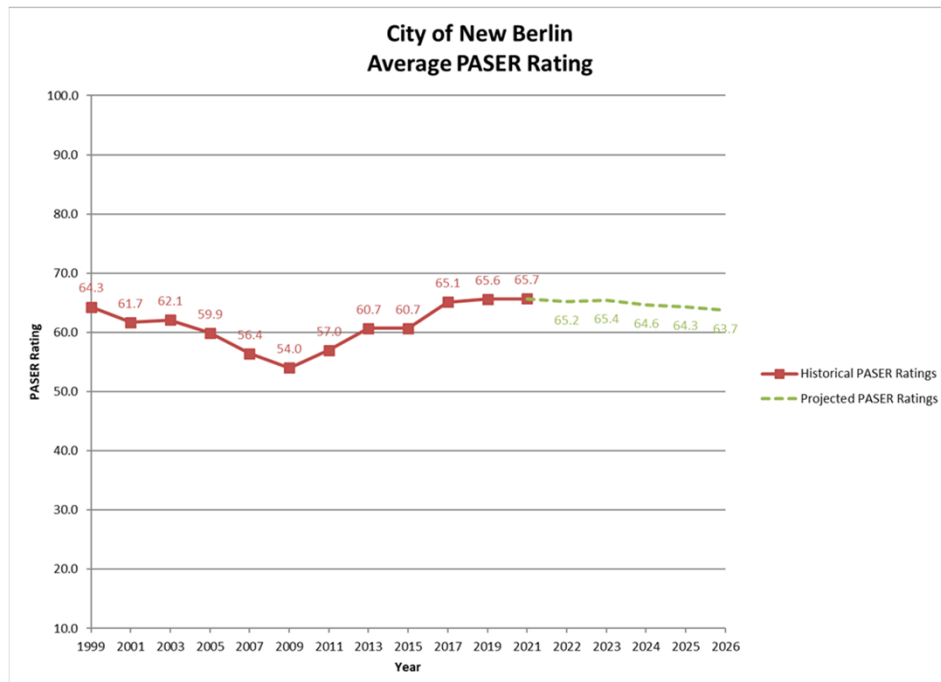
- All items in Red are DCD Responsibilities
- All items in Purple are Utility Department Responsibilities
- All items in Green are Streets Department Responsibilities
- All items in Black are Contracted to Contractors and/or Consultants



ENGINEERING

Roadway Rehabilitation Projects

- Rehabilitated 10.9 miles of roadways in 2020
- Rehabilitated 5.7 miles of roadways in 2021
- Increased PASER rating to 65.7 average as of 2021



ENGINEERING

Facilities Parking Lot and Driveway Improvements

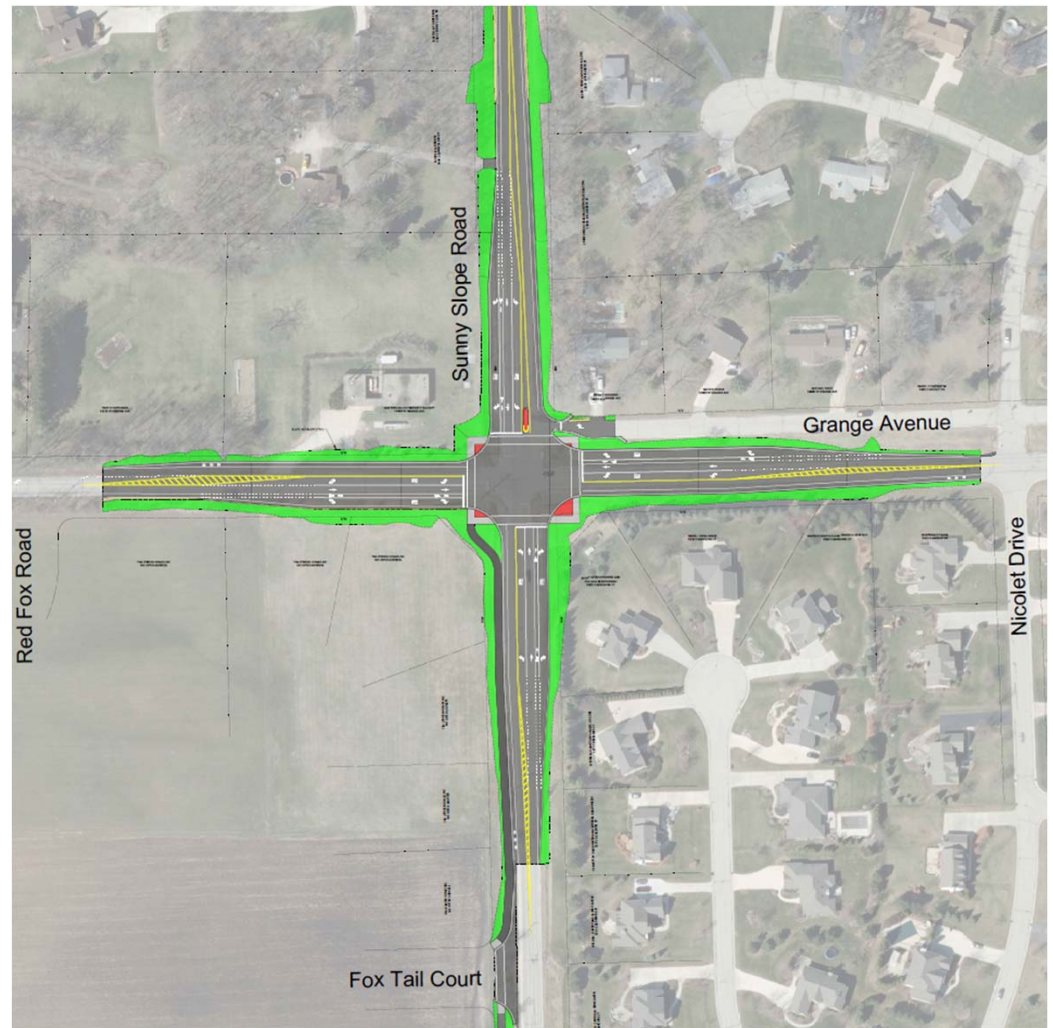
- Resurfaced the New Berlin Hills Golf Course Driveway
- Reconstructed the City Fuel Pump Driveway
- Resurfaced the Lions Park North Parking Lot and Driveway



ENGINEERING

Sunny Slope Road and Grange Avenue Intersection Reconstruction Project

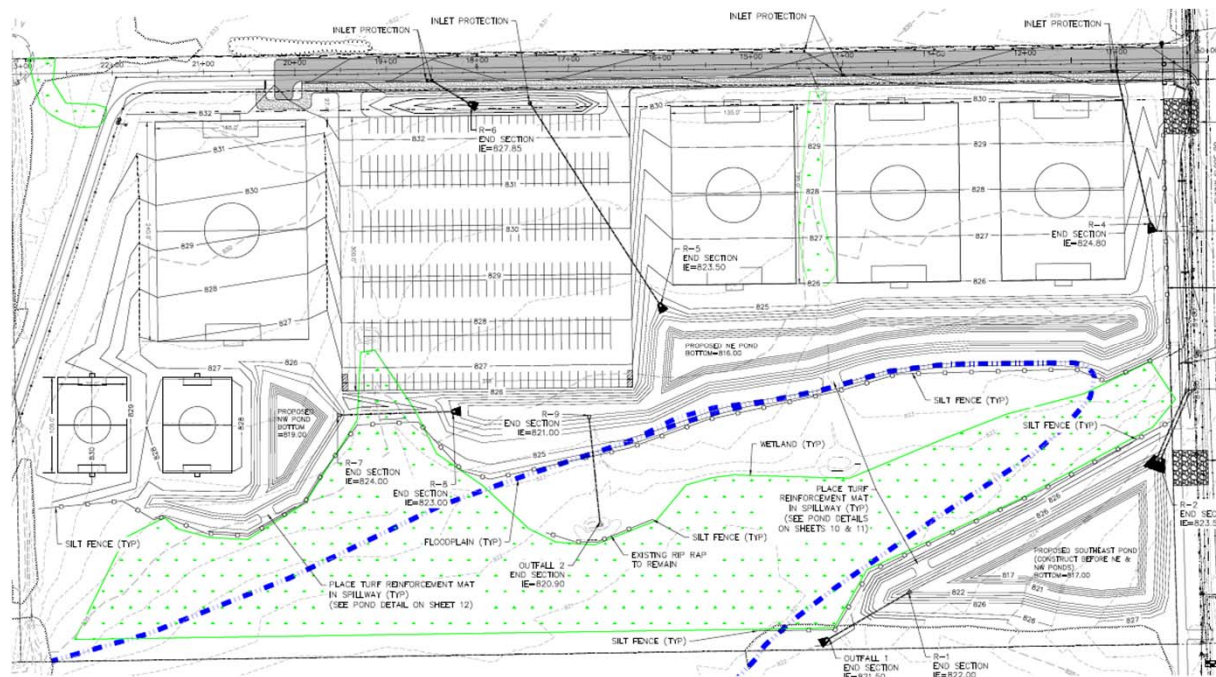
- Increased capacity of the intersection by adding left, thru, and right lanes on all four approaches, as well as signaling the intersection
- Constructed to the 2030 design build-out to anticipate future development of Section 35
- Construction started in August, and was completed in late November



ENGINEERING

Section 35 Storm Water Management Project

- Designed and constructed Phase I of the Section 35 Sports Complex including; six athletic fields, more than 300 parking stalls within a gravel parking lot, an asphalt entrance driveway connecting to Sunny Slope Road, and storm water management facilities serving the park and the Sunny Slope Road and Grange Avenue Intersection



ENGINEERING

Calhoun Road Reconstruction Project – National Avenue to Beloit Road

- Increased the cross section to provide two 12-foot driving lanes, two 5-foot paved, and two 3-foot gravel shoulders
- Added bypass lanes at side road intersections
- Improved the sight distance and slope of the hill south of Salentine Drive
- Constructed bio-swales to accommodate storm water runoff



ENGINEERING

Pedestrian Lighting Project

- Construction of 12 new pedestrian lights, and connection of two existing pedestrian lights along National Ave from 147th St to the New Berlin Farmer's Market
- Work consisted of new lighting cabinet, conduit, wiring, and installation of City-furnished light poles.
- Service location provides future expansion of 1,400 feet east and west of the new cabinet.



ENGINEERING

Roadway Maintenance Projects

- Crack Sealed 58 miles of roadways in 2021
- In coordination with the DPW, removed and replaced deteriorated concrete sidewalks



Crack Sealing

ENGINEERING

Roadway Design Projects:



National Ave. Pedestrian Lighting

- Lincoln Avenue from Calhoun Road to 1.6 miles west is currently being designed for reconstruction in 2023
- Small Road from Moorland Road to College Avenue is under design for reconstruction in 2023
- Collaborating with Waukesha County for the design of the reconstruction of Moorland Road
 - Beloit Road to National Avenue – 2023
 - National Avenue to Cleveland Avenue – 2024
 - College Avenue to Grange Avenue - 2025
- Preparing designs for additional Pedestrian Street Lights along National Avenue

ENGINEERING

Permits and Deposits

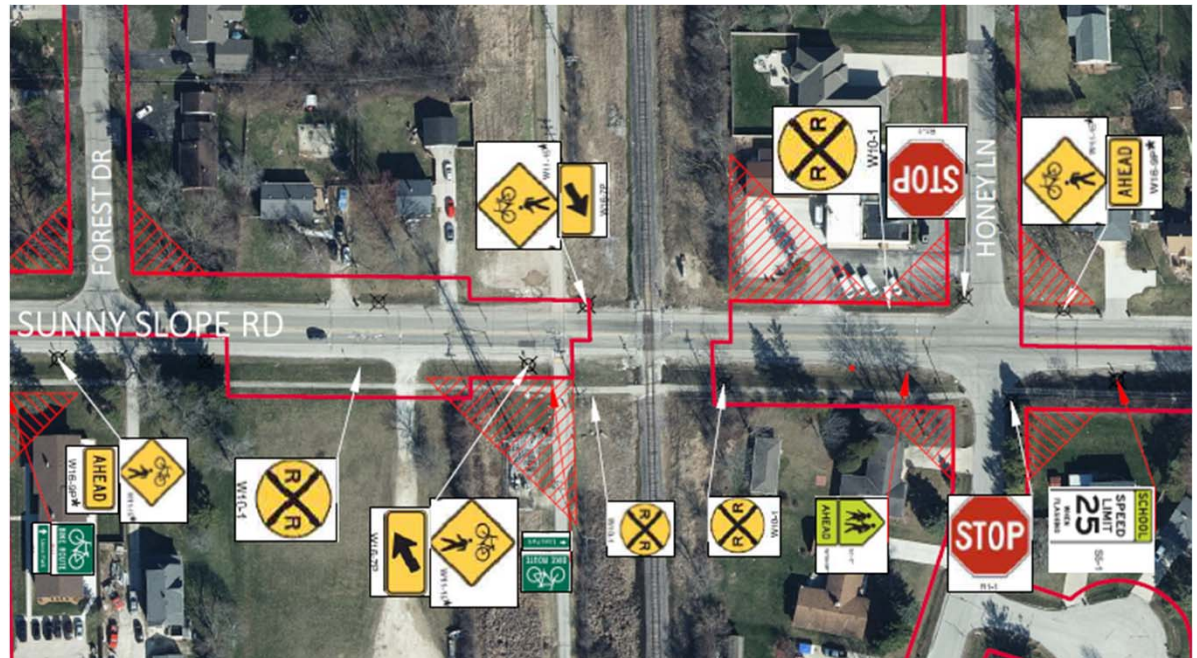
- Issued and inspected 132 driveway approach permits in 2021
- Issued 35 Curb & Ditch Deposits, returned 35 Curb & Ditch Deposits in 2021



ENGINEERING

Safety Commission

- Engineering serves as a representative of DCD on the Safety Commission which meets monthly
- Received 15 new agenda items in 2021, requiring 15 engineering studies
- Conducted 19 traffic counts and speed studies



ENGINEERING

Great Water Alliance

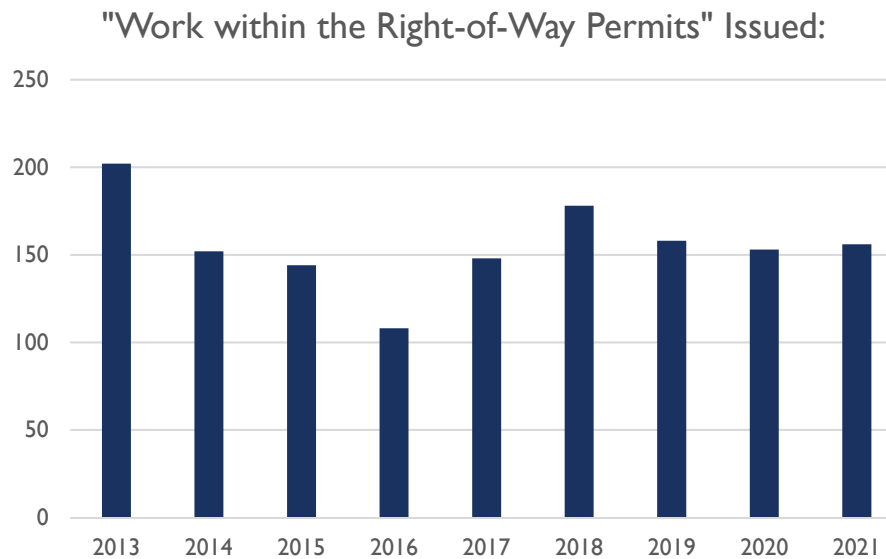
- Entered into an Intermunicipal Agreement with the City of Waukesha for construction of dedicated supply and return water pipelines
- Coordinated traffic control and road closures throughout the project
- Inspected replacement of City infrastructure
- Received resident contacts regarding the project
- Hosted public informational meetings



ENGINEERING

“Work within the Right-of-Way Permits” Issued:

152 in 2014
144 in 2015
108 in 2016
148 in 2017
178 in 2018
158 in 2019
153 in 2020
156 in 2021



ENGINEERING



Waukesha County – Cleveland Avenue Resurfacing

- Cleveland Avenue from Calhoun Road to 124th Street was resurfaced by Waukesha County
- Attended project meetings and provided traffic control coordination with numerous concurrent projects
- Prompted a cross culvert replacement project at 130th Street by the Water Resources Department

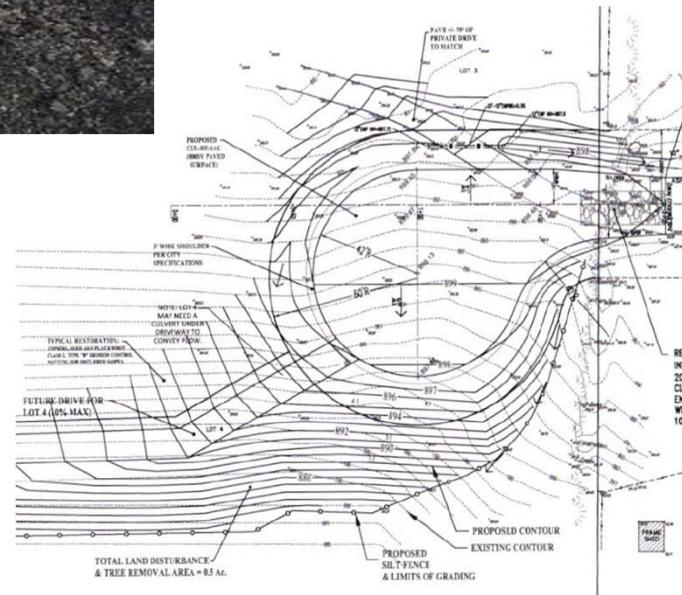
ENGINEERING



Department Collaboration

- Completed the design and survey services for the DPW replacement of the Wall Street Retaining Wall
- Completed design and construction of Phase I of the Section 35 Park Complex in coordination with DPW and Storm Water
- Provided planning input and construction plan review, and site surveying in coordination with Planning, IT, and Recreation Departments
- Provided site plan review and construction oversight for the DPW Cold Storage Facility Project in coordination with Planning and DPW

ENGINEERING



Public Infrastructure Inspection for Private Developments

- Drexel Building Supply – Water main, turn lane improvements
- Court Street Extension – Roadway Improvements

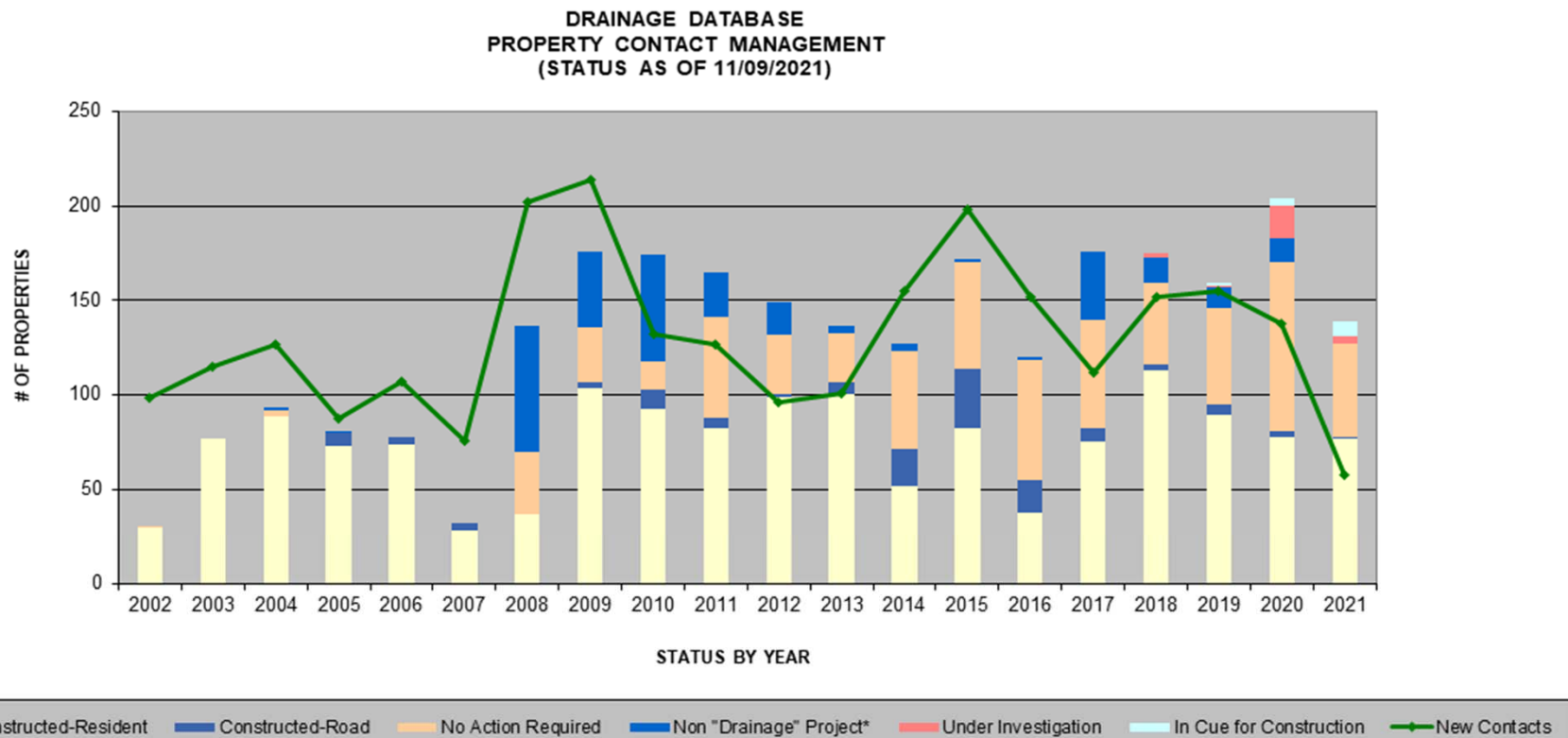
WATER RESOURCES MANAGEMENT UTILITY DIVISION

- Development & Building Permit Plan Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Completes and coordinates research, design and engineering for various large-scale stormwater projects
- Assists the Engineering Services Division in coordinating roadway related stormwater improvements
- Tracks flooding and stormwater issues citywide
- Administers the City's *Wisconsin Pollutant Discharge Elimination System Permit* (WPDES) that regulates the quantity and quality of stormwater leaving the city, pollution prevention, illicit discharge screening, public education & outreach, construction site pollutant control & post-construction stormwater management and represents the City in the Clean Water Network

WRM

DRAINAGE COMPLAINT TRACKING

DCD had 58 new drainage list contacts last year which is down significantly from previous years. This “could” be related to the relatively dry conditions we experienced last year. Following is the chart reflecting our drainage database logs since 2002. The charting will change for next year as we are now tracking our calls in Cartegraph versus Access.





Emergency Management



- We provide assistance to our emergency response agencies to ensure that the resources required for a safe and effective response and / or recovery are made available to the Citizens, Business community and visitors alike.
- The Department works with County, State, Federal, and Private agencies to ensure that all recovery resources are made available including, “after the fact” grants, loans and public assistance programs.
- We have the responsibility to train and familiarize the Citizens and Business Communities of the City of New Berlin, to help them recover from the affects of a manmade or natural disaster.



City of New Berlin Emergency Management



EMERGENCY MANAGEMENT ORGANIZATIONAL CHART

Elected
Leadership

Mayor and
Common Council

Administration

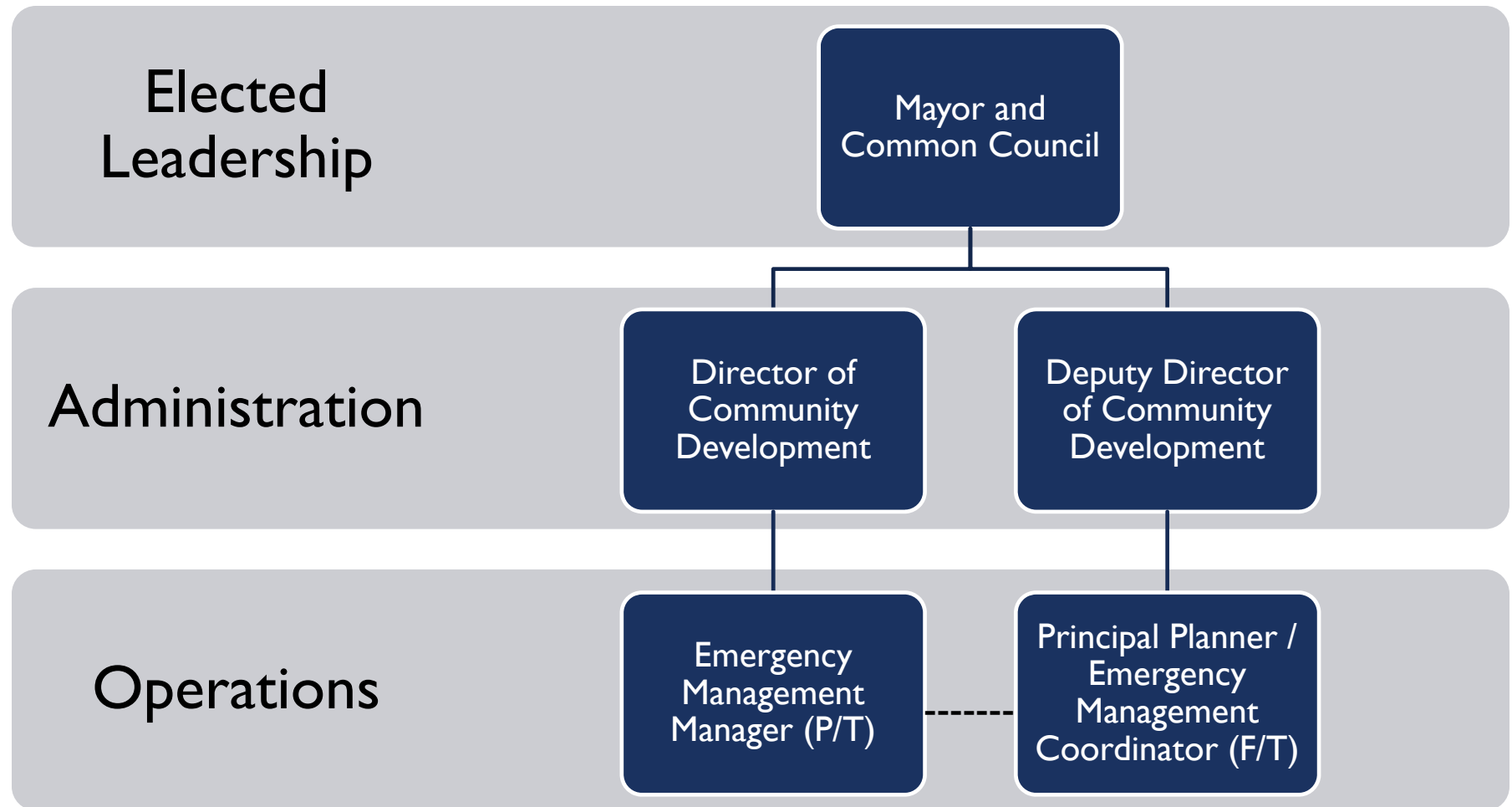
Director of
Community
Development

Deputy Director
of Community
Development

Operations

Emergency
Management
Manager (P/T)

Principal Planner /
Emergency
Management
Coordinator (F/T)



EMERGENCY MANAGEMENT

- On 1/25/22 the Council approved Ordinance # 2657 & EM will now be under DCD.

2022 Some Projects Include:

- Continuity Operation Plan
- Waukesha County Updated Hazard Mitigation Plan
- Water Utility Radio Upgrade Project
- After Incident Improvements
- Continued COVID Monitoring
- Local Damage Assessment Training
- Create City Damage Assessment Teams



EMERGENCY MANAGEMENT

Tank Incident on 1/27/2022

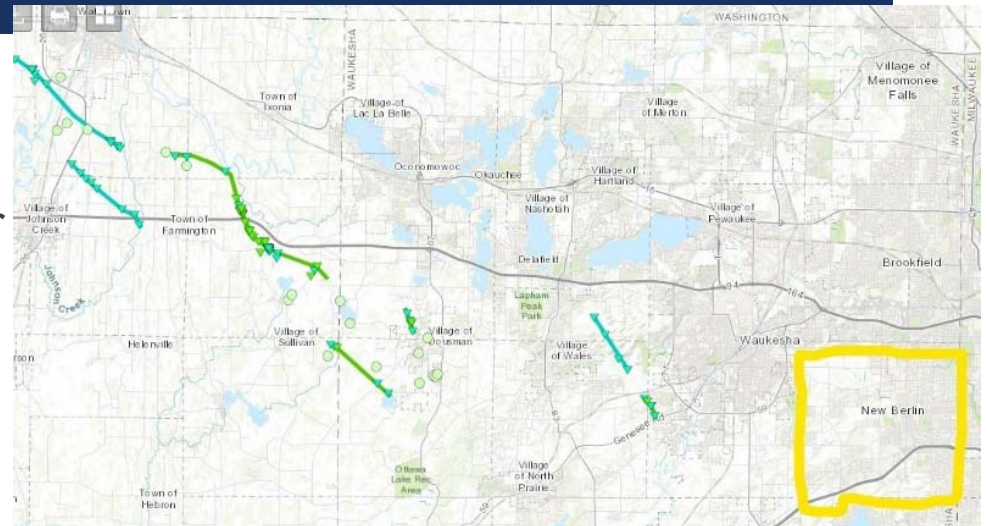
- 4,200 gallon calcium chloride tank burst as new product was being put into the tank.
- Spill Hotline, WDNR Warden and WRM were all notified.
- A clean up plan was put into place.



EMERGENCY MANAGEMENT

2021 Power Outage

- Several days parts of New Berlin & Waukesha County were without power
- City assisted by setting up a cooling station, offered charging stations, and provided dumpsters for spoiled food at the Recycle Center.
- Utilized Social media to keep residents updated



WISN 12 NEWS · 1 MIN READ

New Berlin offers dump site for food damaged during power outages

Derecho – Midwest - FINAL

Situation: On Aug 10, severe thunderstorms with long track damaging winds (derecho) impacted the Midwest, causing widespread power outages across Regions V and VII. Power restoration and damage assessments continue. No requests for FEMA assistance

Lifeline Impacts:

Safety and Security

- Fatalities: IA - 2, MO - 1 (as of Aug 12, Region VII Incident Report)

- Injuries: IA - 50; IL - 5 unconfirmed

Food, Water, Shelter: (as of 7:25 a.m. ET, ESF 6 Report)

- IA: 119 (+42) total occupants; 62 (-15) in non-congregate (hotels); 0 (-6) in congregate

- IA: 150 members of Meskwaki Nation sheltered in tribal casino

Energy

- Customers without power (as of 4:30 a.m. ET, DOE Eagle-I)

- Region V: IL: 65k (1%) (peak 757k)

- Region VII: IA: 181k (13%) (peak 491k)

Communications:

- IA: Widespread damage to communications systems (911 still working)

- 332 (15%) of 2,172 cell towers in the affected areas are out of service

State / Local Response:

- IL EOC: Normal Operations

- IA EOC: Partial Activation (COVID-19); State of emergency declared

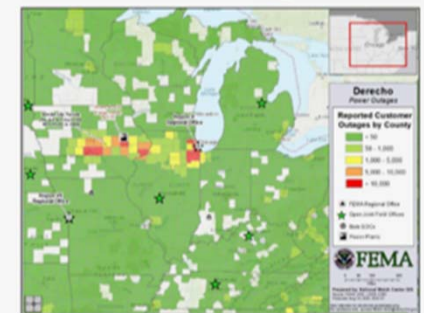
Federal Response:

- Region V RRC Level III (COVID-19): RWC monitoring

- Region VII RWC at Enhanced Watch (day shift) w/ ESFs 2, 12 & 15

- Region VII State and Tribal LNOs deployed (virtually) to IA

- NWC is monitoring



EMERGENCY MANAGEMENT

EM Training for City Staff

- Damage Assessment Class will be held in New Berlin - March 15-16
- Coordinating with multiple departments to have a variety of City staff attend.
- Great opportunity to take the class since it will be held at City Hall.
- State of WI – Training Management System – Many classes are offered for free to anyone.



State of Wisconsin Training Management System

Welcome njones! | Log Out

Home | Schedule | Training Catalog | Related Links | Contact Info | Help and FAQ | My Account

Classroom Catalog

Show/Hide Filter Page 1 of 1

Course #	Course Title	Provider	
IS-100.c	ICS-100: Introduction to Incident Command System	FEMA - Emergency Management Institute	View Available Classes
IS-100.FDA	Introduction to Incident Command System (ICS 100) for Food and Drug Administration	FEMA - Emergency Management Institute	View Available Classes
IS-100.FWa	Introduction to the Incident Command System (ICS 100) for Federal Workers	FEMA - Emergency Management Institute	View Available Classes
IS-100.HCb	Introduction to the Incident Command System for Healthcare/Hospitals	FEMA - Emergency Management Institute	View Available Classes
IS-100.HE	Introduction to the Incident Command System, ICS-100, for Higher Education	FEMA - Emergency Management Institute	View Available Classes
IS-100.LEb	Introduction to the Incident Command System, ICS-100, for Law Enforcement	FEMA - Emergency Management Institute	View Available Classes
IS-100.PWb	Introduction to the Incident Command System, ICS-100, for Public Works Personnel	FEMA - Emergency Management Institute	View Available Classes
IS-100.SCa	Introduction to the Incident Command System, I-100, for Schools	FEMA - Emergency Management Institute	View Available Classes

Total of 8 Page 1 of 1

2400 Wright St., P.O. Box 7865, Madison WI, 53707-7865 | (608)242-3232

Home | Schedule | Training Catalog | Related Links | Contact Info | Help and FAQ



GIS/LIS SERVICES

MISSION STATEMENT

To build, maintain and proactively support a comprehensive Enterprise GIS that promotes information sharing and the effective use of geospatial technology for the benefit of our partners, our customers and our community.

SIGNIFICANT ACHIEVEMENTS

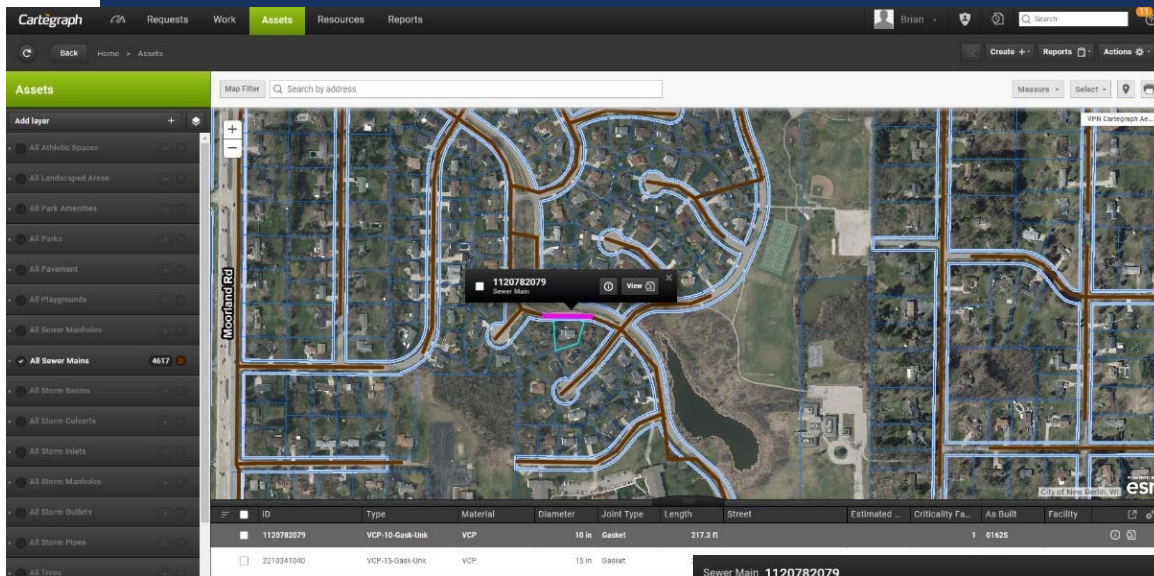
- Completion of a GIS/LIS Strategic Plan
- Working with Community Development, Engineering, Parks, Streets and Utilities to implement the latest version of our Cartegraph Asset Management software. This new version is entirely map-focused and has additional functionality for departments not previously supported, especially in Parks.
- Ongoing development of GIS applications for the Police Department.

GIS/LIS SERVICES

FUTURE PLANS AND GOALS

- Continue to develop an Enterprise GIS/LIS System
- Expand use of Cartegraph Asset Management to go beyond tracking history and start using some of the planning and forecasting capabilities
- Work in conjunction with the GIS/LIS User Group and Department Heads to determine a clear path and prioritized goals for the future of GIS/LIS in New Berlin
- Continue department needs analysis to ensure we are provided the best service possible to all departments
- Expand GIS Project Management applications

CARTEGRAPH ASSET MANAGEMENT

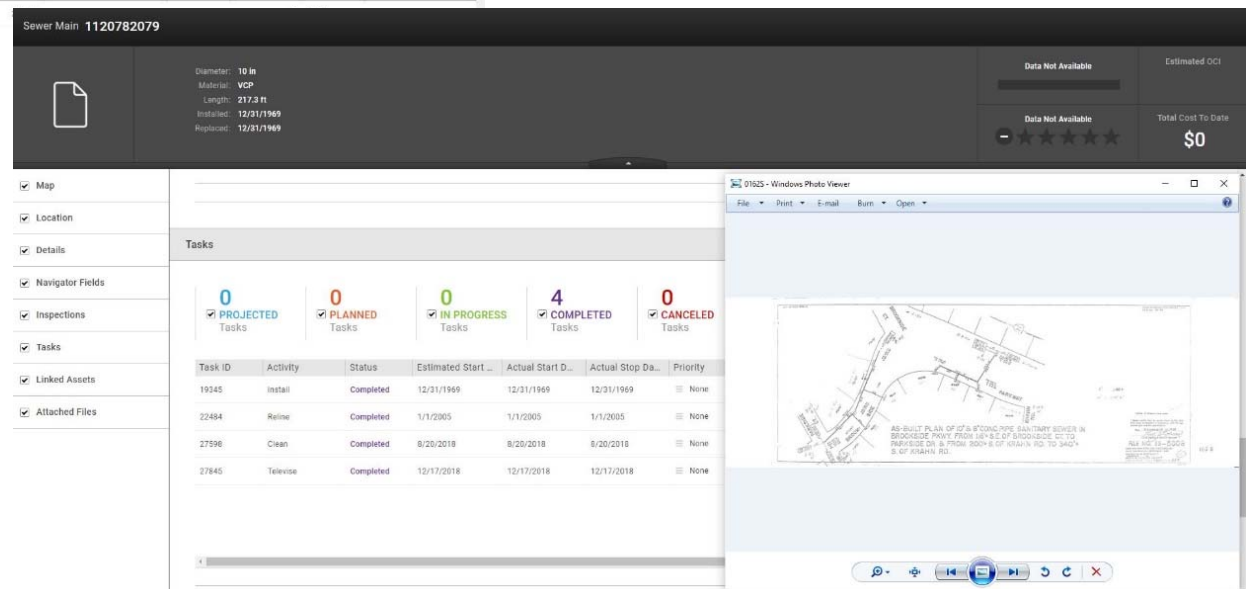


Maps in Cartegraph are supplied by our Enterprise GIS/LIS system. The maps allow users to easily locate assets they are tracking work on.

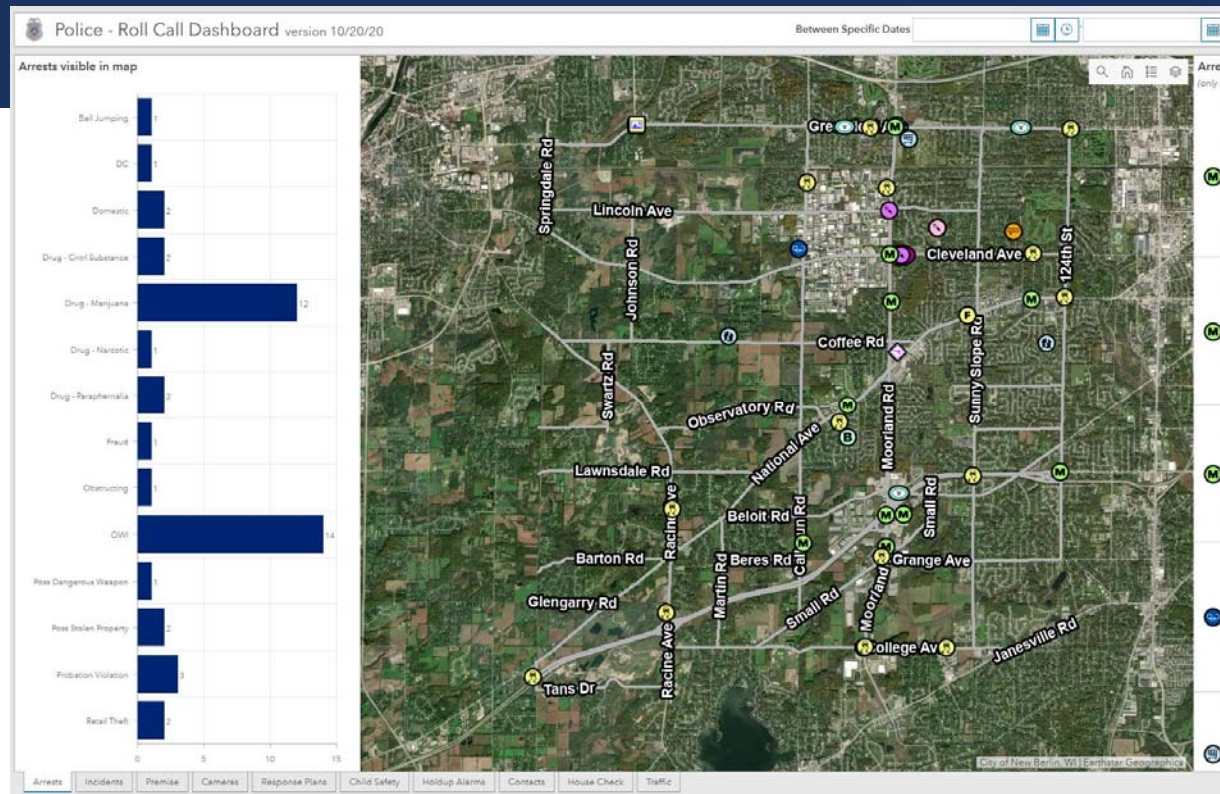
We maintain dozens of layers for almost every department in the City.

In 2020 we completed the conversion from our legacy Cartegraph to the latest version.

We hope to get many more departments on board in the future now that we have more licenses available to us and a more streamlined user interface.



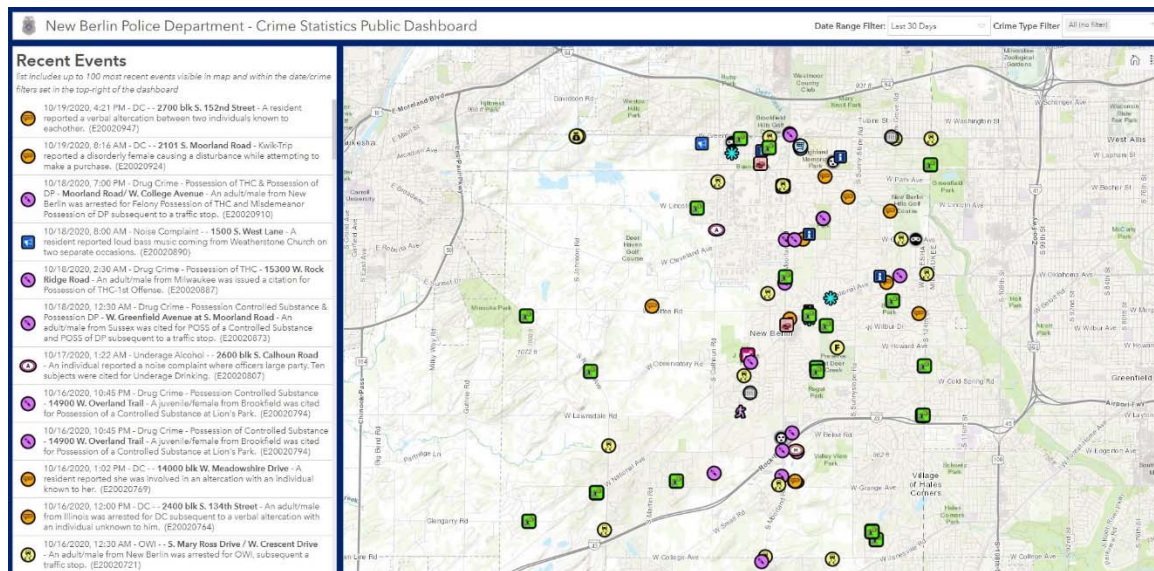
POLICE ROLL CALL DASHBOARD MAP



The Police Roll Call dashboard map continues to be refined and enhanced, including more changes to come in 2021. The dashboard has increased efficiency in officers completing reports which has tremendously enhanced information sharing and ultimately, officer safety.

The dashboard map (for PD staff only) includes the following layers: Alarm inventory – Holdup alarms and Individual alarms, Arrests, Camera survey (residents who have submitted details about their security cameras), Child safety areas and Offender locations, Contact list, Incidents, Response Plans for large commercial and institutional sites and Warrants.

PUBLIC CRIME STATISTICS DASHBOARD MAP



The public Crime Statistics Dashboard has been simplified in 2020. Arrests and Incidents are now included on a single map, and users can filter the data to show events within a date range and crime type. The list on the left shows all events that match the filter criteria, sorted in reverse order, with the most recent at the top.

If you haven't visited the public dashboard yet, visit the NBPD website and click the "Crime Statistics" icon found in the lower-right of the gallery.

Crime Statistics



ECONOMIC PROFILE



HISTORY

New Berlin is located just west of Milwaukee and is made up of 36 square miles. Its population is 40,027 people (2017), making it the second largest city in Waukesha County.

In 2017, New Berlin was ranked the #11 Best Place to Live in America by CNN Money Magazine.

POPULATION



INCOME

2016 PER CAPITA PERSONAL INCOME

- Waukesha County \$65,522
- Southeastern Wisconsin Region ... \$32,302
- Wisconsin \$46,762

TAXES

LOCAL PROPERTY TAXES, 2017

- Assessment Ratio: 0.935778
- Net Rate / \$1,000:
- New Berlin School District: \$17.16
- West Allis / West Milwaukee School District: \$18.28
- Elmbrook School District: \$16.26
- Muskego-Norway School District: \$15.16
- Total Equalized Value: \$4,957,310,700 (2016)

HOUSING



MEDIA

Local Newspapers

- New Berlin Citizen, Weekly
- New Berlin Enterprise, Weekly
- The Waukesha Freeman, Daily
- The Milwaukee Journal-Sentinel, Daily
- Milwaukee Business Journal, Weekly

TRANSPORTATION

HIGHWAYS

- Interstate Highway 94 located immediately north; Interstate Highway 43 passes through the City
- State Trunk Highway 59
- County Trunk Highways D, I, L, O, Y, ES, and HH

RAILWAY SERVICE

- Union Pacific Railroad

TRUCKING

- Numerous trucking & warehousing establishments located in Waukesha County

WATER TRANSPORTATION FACILITIES

- Port of Milwaukee, located 16 miles northeast

PUBLIC TRANSIT

- Commuter bus route operated by Wisconsin Coach Lines, Inc.
- Specialized Transportation services available to the elderly and persons with disabilities through the Waukesha County Department of Aging

AIR SERVICE

- Waukesha County - Crites Field, located four miles northwest
- Capital Airport, located six miles north
- Lawrence J. Timmerman Field, located 11 miles northeast
- Milwaukee's General Mitchell International Airport, located 14 miles east
- Chicago's O'Hare International Airport, located 80 miles south-east

GOVERNMENT SERVICES

The City of New Berlin has a mayor/council form of government.

Police and Fire

Police Department: 74 sworn officers

A radio control robot has been successfully used by the Department as a public relations tool for crime prevention programs, and for safety programs presented to elementary and other school aged children.

Fire Department: 34 full-time & 35 part-time fire fighters

Other

The City provides standard services such as street maintenance, snow removal, a park system, planning and inspection services, and a public library.

HEALTH

The City of New Berlin is served by a complete range of health facilities and health professionals. Seven hospitals provide expert care to Waukesha County residents. Aurora Health Care, Concentra Medical Clinic, St. Luke's New Berlin, Waukesha Medical Centers, and over 200 additional clinics in Waukesha County provide a variety of health services for area communities.

EDUCATION

The City of New Berlin is serviced by the New Berlin, Elmbrook, Muskego-Norway, and West Allis/West Milwaukee School Districts.

PUBLIC HIGH SCHOOL GRADUATES:
2016-2017 Graduation Rate 97.5%

COLLEGES AND UNIVERSITIES

Carroll College, City of Waukesha
Marquette University, City of Milwaukee
Milwaukee School of Engineering, City of Milwaukee
University of Wisconsin-Milwaukee, City of Milwaukee
University of Wisconsin-Madison, City of Madison
University of Wisconsin-Waukesha, City of Waukesha

TECHNICAL AND VOCATIONAL SCHOOLS

Milwaukee Area Technical College
Waukesha County Technical College

LIBRARY

The City of New Berlin is a member of the Bridges Library System. There is a total of 24 public libraries in the Bridges Library System that serves Waukesha & Jefferson counties.

ECONOMIC PROFILE

HOUSING

The City of New Berlin is dedicated to serving its residents and offer a variety of housing options for all income levels. The Department of Community Development has compiled a list of multi-family housing developments within the City of New Berlin, including senior housing, in an effort to educate residents and business owners of opportunities available to them. Additionally, the Waukesha County Housing Authority and the Wisconsin Housing & Economic Development Authority serve as



HOME LOAN GRANT PROGRAM

The City of New Berlin is offering down payment and closing cost assistance to first-time home buyers wishing to purchase property within the limits of the City of New Berlin. In addition, First Bank Financial Centre (FBFC) will match up to \$2,500 to finance closing costs for the home buyer.



For more information, contact the City of New Berlin at

LOCAL CONTACTS

**CITY OF NEW BERLIN
DEPARTMENT OF
COMMUNITY DEVELOPMENT**
3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 797-2445

**CITY OF NEW BERLIN
CLERK'S OFFICE**
3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 786-8610



**SOUTHEASTERN WISCONSIN
REGIONAL PLANNING
COMMISSION**
W239 N1812 Rockwood Drive
Waukesha, WI 53187
Phone: (262) 547-6721

**WAUKESHA COUNTY
CENTER FOR GROWTH**
2717 N. Grandview Blvd
Suite # 300
Waukesha, WI 53188
Phone: (262) 542-4249

**VISIT MILWAUKEE VISITOR
INFORMATION CENTER**
400 W. Wisconsin Avenue
Milwaukee, WI 53203
Phone: 1-800-554-1448
Local Phone: (414) 273-7222

**NEW BERLIN CHAMBER OF
COMMERCE**
13825 W. National Avenue
New Berlin, WI 53151
Phone: (262) 786-5280

UTILITIES

ELECTRIC POWER & NATURAL GAS



- We Energies
Residential: 1-800-242-9137
Business: 1-800-714-7777

WATER

- Source: Milwaukee Water Works
Average Daily Consumption:
2.5 million gallons daily
Pumping Capacity:
6.336 million gallons per day
Reserve Storage Capacity:
3.5 million gallons
- Rate Information:
Water Department
(262) 786-7086

SANITARY SEWERAGE

- Milwaukee Metropolitan
Sewerage District:
South shore Service Area
Average Annual Hydraulic
Capacity:
100 million gallons per day
Average Hydraulic Design
Capacity:
250 million gallons per day
Adequate capacity for new
industry.
- Rate Information:
Utility Manager

CITY HALL

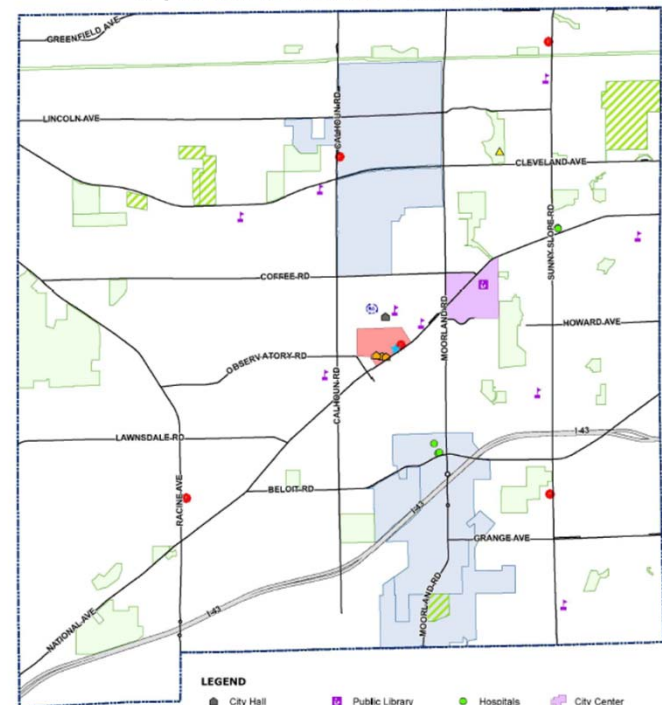
CITY OF NEW BERLIN
3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 797-8610

Hours:

Monday—Friday
8:00 am—4:30 pm



City of New Berlin Economic Profile 2018



LEGEND

- City Hall
- Community Center
- Police Station
- Fire Stations
- Public Library
- Municipal Buildings
- Recycling Center
- Schools
- Hospitals
- Park
- Golf Course
- Business Park
- City Center
- Civic Center Campus



March 2018

City of New Berlin, Wisconsin

TARGETED AREAS



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

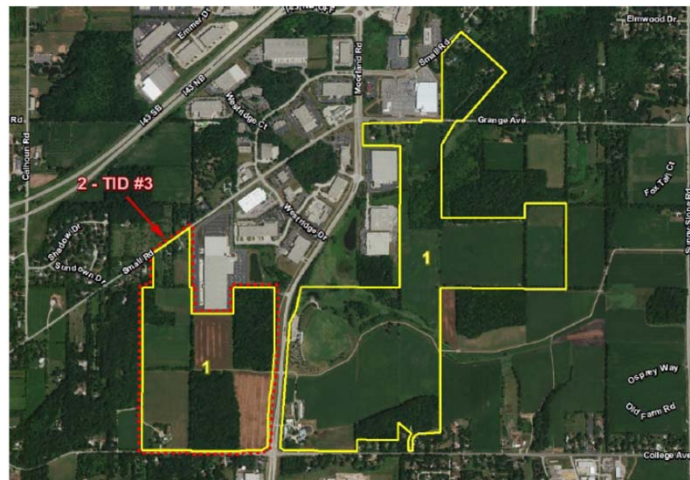
MOORLAND EAST BUSINESS PARK (ALSO KNOWN AS WESTRIDGE BUSINESS PARK EXPANSION)

Westridge Business Park is a successful business hub located along the Moorland Road corridor. Easy interstate access is available to I-43 and I-94. Sewer and water transmission mains have been installed to these parcels and are available for local sewer connections. Development opportunities in this area include development of Moorland East Business Park (an expansion of the Westridge Business Park) which might include commercial retail as it supports the business park. Contact Greg Kessler at (262) 797-2445 x2501 with any questions.

1. SOUTH OF SMALL ROAD & WEST OF MOORLAND ROAD

- **Available Acres:** 391 +/- Gross Acres (includes wetlands, natural areas, floodplain, etc.)
- **Existing Zoning:** A-1, A-1/PUD, A-2, R-3, R-4, B-3, C-1, C-2, P-1, P-1/PUD, and M-1
- **Future Land Use:** Business Park/Industrial (M-3)

2. TID #3



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

MILL VALLEY

Redevelopment as a long-range job center similar to the existing Westridge Business Park and planned as an attractive destination that is compatible with the area's natural resource and land use patterns. It will be a mix of light manufacturing, office, small-scale retail, and restaurant/hotel uses. An eco-business park design approach will be encouraged, which focuses on the use of renewable resources to maximize environmental preservation and sustainability.

The lands west of Racine Avenue consist primarily of an existing nonmetallic (sand and gravel) mining operation and the lands in the Study Area to the east consist of an existing gas station and an adjacent undeveloped lot. Sewer and water service are planned for the site. The two primary entrances into the park will occur at Racine Avenue on the north via an extension of College Avenue, and also from Racine Avenue on the south from the re-aligned Tans Drive. A secondary entrance/exit will be located at the Racine Avenue/College Avenue intersection. Contact Greg Kessler at (262) 797-2445 x2501 with any questions.

SOUTH OF INTERSTATE 43 & EAST OF RACINE AVENUE

- **Available Acres:** 220
- **Existing Zoning:** Q1, R-1/R-2, C-1
- **Future Land Use:** Rural Commercial & Business Park Industrial (B-1, B-2, B-5, M-1, O-1, O-2)



TARGETED AREAS



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

GATEWAY TO NEW BERLIN-GREENFIELD AVENUE

Greenfield Avenue offers a mix of commercial and residential development, and serves as a gateway to New Berlin. Development opportunities in this area include PUD zoning for a hotel at the southwest corner of Greenfield Avenue and Moorland Road. This development, along with potential development on the southeast corner of Greenfield and Moorland, will serve as a strong gateway into New Berlin. Contact Kevin Barry at (414)272-6728 with any questions.

1. SW CORNER - APPROVED HOTEL SITE / VACANT

- ♦ Available Acres: 6.23
- ♦ Existing Zoning: B-1/PUD and C-2
- ♦ Future Land Use: Suburban Commercial

2. SE CORNER - VACANT SITE

- ♦ Available Acres: 22.2
- ♦ Existing Zoning: I-1 and C-2
- ♦ Future Land Use: Suburban Commercial



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

GEIPEL

Multiple parcels are being offered with future zoning for business park and industrial. Located on the North side of New Berlin on Lincoln Avenue adjacent to the New Berlin Industrial Park, development in this area includes possible business park and industrial. The parcels outlined in red are outside of the sewer service area and will be served by private owner waste treatment systems. Contact David Lange at (262) 367-6830 with any questions.

1. VACANT-EAST SIDE (FUTURE SEWER SERVICE)

- ♦ Available Acres: 77+/-
- ♦ Existing Zoning: Upland Resource Conservancy/Wetland Shoreland District(C-1/C-2)
- ♦ Future Land Use: Business Park/Industrial (O-2, M-1/M-2)

2. VACANT-WEST SIDE (OUTSIDE SEWER SERVICE AREA)

- ♦ Available Acres: 116+/-
- ♦ Existing Zoning: Upland Resource Conservancy/Wetland Shoreland District (C-1/C-2)
- ♦ Future Land Use: Business Park/Industrial (O-2, M-1/M-2)



WORK PLACE VISITS

- Burghardt Sporting Goods
- Crossmark Graphics
- Eagle Enterprises
- Fastback Physical Therapy
- IRSC
- Kevco
- Nassco



ECONOMIC DEVELOPMENT WATCH NEWSLETTER

ECONOMIC DEVELOPMENT WATCH

CITY OF NEW BERLIN

City Updates:

[City of New Berlin
Calendar](#)

[Subscribe to New
Berlin Notes](#)

[Minutes &
Agendas](#)

This fall, the Department of Community Development has been busy reviewing new development projects, meeting with businesses and visiting construction sites. Lots of exciting things happening in the City!

RIBBON CUTTINGS



Fastback Physical Therapy had a Ribbon Cutting Ceremony on September 14th at 3333 W. Sunny Slope Rd. They held off on doing a Ribbon Cutting Ceremony until now due to COVID. They have been in business for a couple of years in New Berlin and are currently expanding their footprint into the neighboring tenant space!

2022 FARMERS MARKET

If you're interested in being a vendor for the 2022 season, please send an email to office@newberlinchamber.org for all of the details, costs, and requirements to participate. Be sure to include your contact information as well as what items you would be selling.

NEW BERLIN WINTERFEST

Shake off those winter blues and come check out New Berlin Recreation's annual Winterfest. This family friendly event features a ton of winter fun including ice skating, snowy kickball tournament, candlelight hike, snowman building contest, beer garden, live music, and LOTS of hot cocoa! Don't miss the fun on January 8th & 9th of 2022! Remember to purchase your commemorative Winterfest Mug in advance to receive unlimited hot cocoa throughout the event!



VETERANS DAY CEREMONY

Mayor Dave Ament will conduct the City's Annual Veterans Day Ceremony on Thursday November 11, 2021 at 7:00 p.m. in the Council Chambers at New Berlin City Hall, 3805 S Casper Drive.

The ceremony will include participation from the New Berlin Hoeppner Horn Bros. VFW Post 5716, the American Legion Post #488 and the New Berlin Community Band. U.S. Navy Veteran Mike Nowak will also be personally honored for his years of military and community service. In addition, Dr. Arthur Angove will be presented with the 2021 Citizen of the Year Award. Furthermore, street light pole banners will be presented to the servicemen and/or their families who participated in our Celebrate Our Local Military Heroes initiative. Mayor Ament invites all residents to attend this ceremony to honor those who have served.

CITY OF NEW BERLIN CITY CENTER




PROHEALTH CARE
REGENCY SENIOR COMMUNITIES
 SPONSORS

Concerts
at City Center

Located on the Library Green at New Berlin Public Library - 15105 Library Lane

 THE US PROJECT Wednesday July 19 6:30 - 8:30 pm	 CONCORD CHAMBER ORCHESTRA Wednesday July 26 6:30 - 8:30 pm	 Altered Five Blues Band Wednesday Aug 7 6:30 - 8:30 pm
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Concerts at City Center is a free, outdoor summer music series. Music starts at 6:30 pm. Feel free to bring your own food and beverages. Come join us for an evening under the stars! Lawn chairs and blankets are advised.

FOR MORE INFORMATION
www.newberlinlibrary.org • 262-785-4980



CITY CENTER PLAZA/ KWIK TRIP



FARMER'S MARKET



WHERE TO FIND US....?

- www.newberlin.org/dcd
- Facebook
- Twitter
- LinkedIn
- Phone: 262-797-2445
- Email: gkessler@newberlin.org
- <https://www.enjoynewberlin.com/>



FIND US ON FACEBOOK, TWITTER, AND LINKEDIN!



Get all the up-to-date information anywhere you go! **The New Berlin Department of Community Development** is on all your favorite social media sites.

Stay connected and become our friend, fan, and follower to receive updates and announcements regarding ...

- Development projects
- Permits and licenses
- Economic development news
- New businesses
- Meetings, events, and activities



New Berlin Department of Community Development
3805 S. Casper Dr.
New Berlin, WI 53151-0921
262.786.8610
www.newberlin.org



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

Jeter Claim

ATTACHMENTS:

1. *CONFIDENTIAL*

DEPARTMENT:

CITY ATTORNEY

ITEM INTRODUCED AT:

COMMON COUNCIL – CLOSED SESSION, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

N/A