



Board of Public Works MEETING AGENDA

May 15, 2023 - 4:30 PM
Council Chambers
3805 S. Casper Dr.

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
 - A. April 10, 2023 Meeting Minutes
5. **NEW BUSINESS**
 - A. Item 06-23 Approval of the Development Agreement with John Jewell of 424 Investments, LLC for the Hilltop Drive Extension
6. **UPDATES**
 - A. RD-20-04 Small Road
 - B. RD-21-05 Lincoln Avenue
 - C. RD-23-01 Roadway Rehabilitation
 - D. RD-23-02 Roadway Maintenance
 - E. 2722-07-02 CTH O (Moorland Rd.)
7. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- 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.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly 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 in the above notice.



Board of Public Works MEETING MINUTES

April 10, 2023 - 4:30 PM
Council Chambers
3805 S. Casper Dr.

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. PRIVILEGE OF THE FLOOR

2. CALL TO ORDER

Mayor Ament called the meeting to order at 4:31 p.m.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Sarah Holtz took the roll call as follows:

Present: Board Member Seidl, Mayor Ament, Alderperson Garrigues, Alderperson Maxey, Alderperson Horbinski

Staff Present: City Engineer Tammy Simonson, Assistant City Engineer Lucas Pichler, City Clerk Administrative Assistant Sarah Holtz

4. APPROVAL OF MINUTES

A. March 20, 2023 Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Alderman Horbinski
Second by: Alderman Garrigues
Motion passed 5-0

5. NEW BUSINESS

A. ITEM 05-23 Recommendation to Common Council for the Approval of the 2023 LRIP Roadway Rehabilitation and Inspection Contract

City Engineer Tammy Simonson gave an overview of the LRIP Roadway Rehabilitation and Inspection Contract. A request was made for recommendation to the Common Council, the awarding of a construction contract to the lowest responsive, responsible bidder, Stark Pavement Corp. for the 2023 LRIP Roadway Rehabilitation Project in the amount of \$2,226,250.80 and awarding an inspection services contract to raSmith, Inc. in the amount of \$126,676 for Roadway Rehabilitation and \$23,370 for Roadway Maintenance. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is \$2,500,000.00 from account 04251100 59040 C2023 and \$23,370 from 15110029 59040.

MOTION: Motion to approve

VOTE: Motion by: Alderman Maxey
Second by: Alderman Horbinski
Motion passed 5-0

6. UPDATES

A. RD-20-04 Small Road

Assistant City Engineer Lucas Pichler provided an update on RD-20-04 Small Road Project. The current projection for the project is beginning around April 21, 2023 with completion in mid-August.

B. RD-21-05 Lincoln Avenue

Assistant City Engineer Lucas Pichler gave an update on RD-21-05 Lincoln Avenue project. The project is planned to begin either this week or next week and slated to be completed by September of this year.

7. ADJOURN

MOTION: Motion to adjourn at 4:43 p.m.

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Maxey
Motion approved

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: John Jewell / 424 Investments, LLC – Hilltop Drive Extension

LOCATION: Tax Key NBC 1281.996.006

REQUEST: Approval of a Development Agreement for the Tax Key NBC 1281.996.006

DCD RECOMMENDATION: Approval of the Development Agreement for John Jewell of 424 Investments, LLC., for a proposed development on the property located at Tax Key 1281.996.006. to extend Hilltop Drive 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. The Development Agreement shall be recorded at the Waukesha County Register of Deeds.
- b. Public infrastructure improvements include:
 - (1) Roadway improvements on Hilltop Drive., extend the roadway and constructed a permanent cul-du-sac for the development.
 - (2) Stormwater will be directed to ditches along the roadway extension. No Stormwater maintenance agreement will be needed.

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of May 15, 2023

John Jewell/ 424 Investments, LLC. – Hilltop Drive Extension
Tax Key 1281.996.006

DATE STAFF REPORT CREATED: May 10, 2023

DEVELOPER'S NAME: John Jewell/424 Investments, LLC.

NAME OF DEVELOPMENT: 424 Investments LLC. – Hilltop Drive Extension

TYPE OF DEVELOPMENT: The Development will have a total of 4-lots.

NUMBER OF ACRES OF DEVELOPMENT: 23.8 Acres

CURRENT ZONING: R-1/R-2 and C-2 (See File #: RZ-2300208).

PLAN COMMISSION APPROVAL DATE: Approval of a Four-Lot Certified Survey Map April 13, 2023

SUMMARY OF INFRASTRUCTURE:

Sanitary Sewer:	-
Water Main:	-
Storm Sewer:	-
Roadways:	1,150 SY
Public Trail:	-

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, Secondary Environmental Corridor.

Wetlands on Property: Yes, wetlands were delineated by Thomson and Associates in August 2010.

Conservancy Districts (C-1, C-2): Yes, C-2.

NRCS Map Classification: Not Inventoried

Floodplain: Yes, Zone AE

Topography / Geologic: Site slopes to the southeast corner (wetland/floodplain area) of the site. The highest point of the property is at the northwest corner.

ALTERNATIVE TRANSPORTATION PLAN: None proposed for this area.

ENVIRONMENTAL IMPACT: No impact. The floodplain boundary is more restrictive than the wetland boundary, limiting where a future home could be built. The applicant is not proposing to construct homes near the environmental features on the new parcels created through the 4-Lot CSM (See File # LD-2300209).

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.

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: No

Basin Capacity Available: N/A
Adequate Linkage: N/A
Onsite System Required: Yes

TRAFFIC IMPACT: A net increase of 3 lots will occur with the development. The ITE estimates the following for one single-family lot:

Weekday AM Peak Hour: 0.77 trips per unit
Weekday PM Peak Hour: 1.02 trips per unit
Saturday Peak Hour: 0.94 trips per unit
Sunday Peak Hour: 0.86 trips per unit

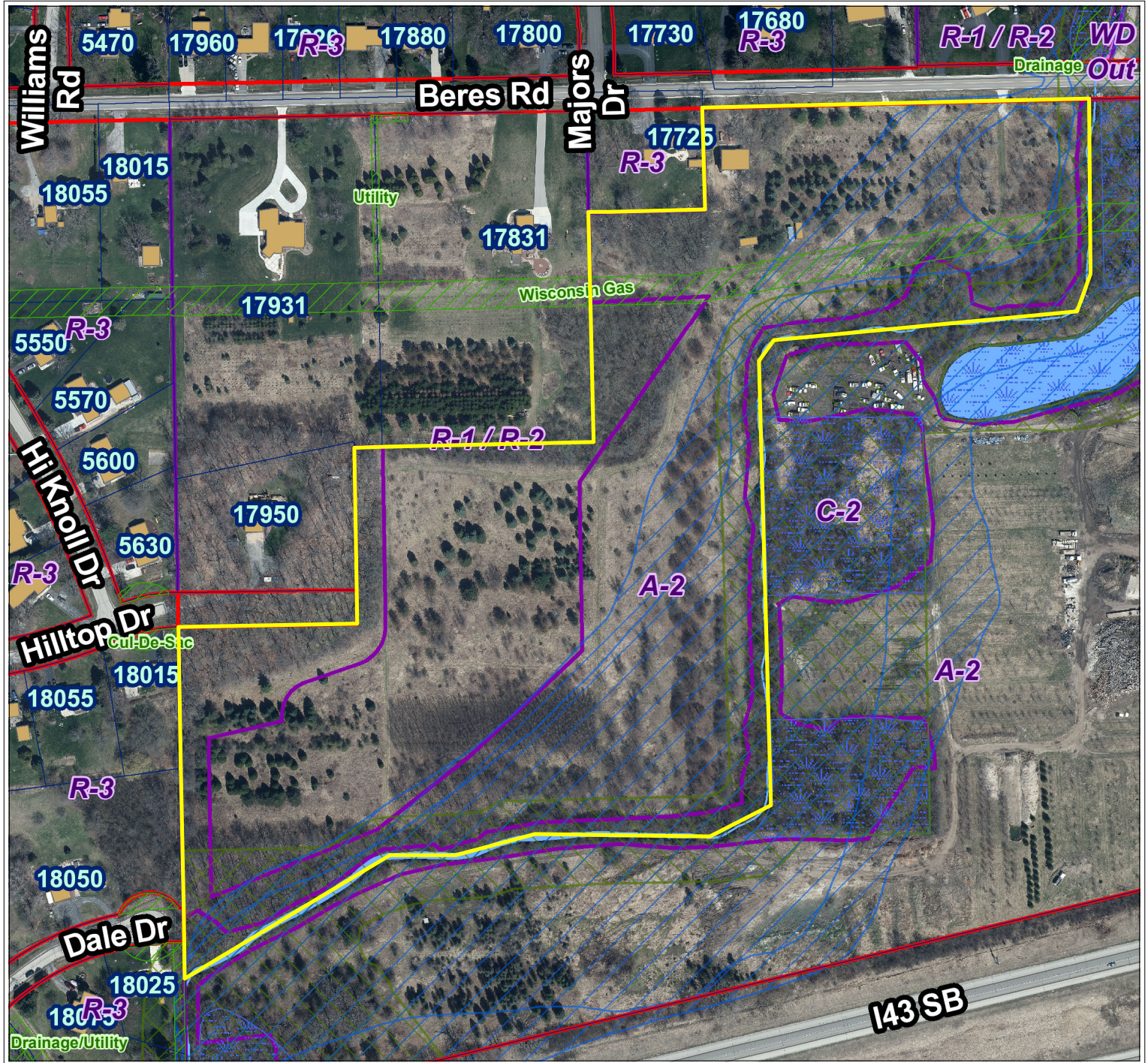
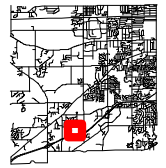
ESTIMATED AMOUNT OF SURETY INSTRUMENT: \$162,250

DCD RECOMMENDATION:

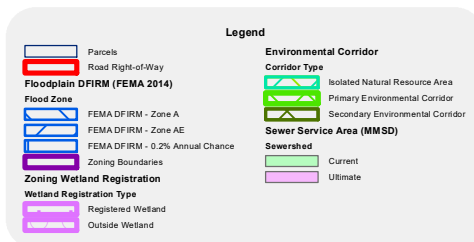
Approval of the Development Agreement for John Jewell of 424 Investments, LLC., for a proposed development on the property located at Tax Key 1281.996.006. to extend Hilltop Drive subject to final review as to form by the City Attorney and final plans on file. **SEE EXECUTIVE SUMMARY.**

Attachments:

Location Map
Site Plan
Development Agreement



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



0 95 190 Feet



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Development Agreement

This Development Agreement (this "AGREEMENT") is entered into this ____ day of _____, 20__, by and between [424 Investments, LLC](#), its successors, assigns and future owners of the PROPERTY, hereinafter referred to as (the "DEVELOPER") and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (the "CITY").

RECITALS

WHEREAS, DEVELOPER is the owner of approximately [23.86](#) acres of land in the CITY, said land described on [Exhibit A](#) attached hereto (the "PROPERTY");

AND, WHEREAS, DEVELOPER desires to develop the PROPERTY for [residential purposes](#) under the [John Jewell – Hilltop Drive Extension](#) (the "DEVELOPMENT"), which includes certain public improvements described on [Exhibit B](#) attached hereto (the "PUBLIC IMPROVEMENTS");

AND, WHEREAS, said land is currently zoned [R-1/R-2](#) and [C-2](#), and the proposed DEVELOPMENT conforms to said zoning classification,

AND, WHEREAS, the CITY [Plan Commission](#) on [April 13, 2023](#) has approved of the DEVELOPMENT with conditions;

AND, WHEREAS, the CITY Board of Public Works on [May 15, 2023](#) recommended approval of the AGREEMENT and the CITY Common Council on [May 23, 2023](#) approved the AGREEMENT.

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

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

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

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

Tax Key No. NBC 1281.996.006

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

II. SEQUENCE OF DEVELOPMENT

- A. CONSTRUCTION PLAN APPROVALS
- B. DEVELOPMENT AGREEMENT APPROVALS AND SURETIES
- C. PRE-CONSTRUCTION MEETING
- D. EROSION CONTROL AND STORMWATER BEST MANAGEMENT PRACTICES
- E. GRADING
- F. SANITARY SYSTEM – N/A
- G. WATER SYSTEM – N/A
- 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 until the CITY approves the CSM.
 - 4. DEVELOPER shall be responsible for implementing the approved Master

Grading Plan. This shall be achieved as part of the DEVELOPERs 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 his/her sole expense, shall be responsible for removing erosion control measures as directed by the DCD.

IV. SANITARY SYSTEM

- A. No municipal sanitary sewer is currently available to the DEVELOPMENT; each and every building or lot shall be served by an on-site disposal system installed in accordance with existing ordinances and regulations of the Waukesha County Environmental Services Department.
- B. Should any of the Common or Open Spaces be used for private owner waste treatment systems (POWTS), those locations shall be as shown on the approved Construction Plans. Those POWTS shall be constructed, landscaped and maintained as an integral part of the open space and so as not to adversely impact or limit the use, character and sight lines of said open space.
- C. DEVELOPER hereby indemnifies and holds harmless the CITY, its officers, agents, employees and assigns (hereafter the Parties Indemnified) as and against any and all demands, actions, causes of action, expenses or claims made against the Parties Indemnified, including but not limited to the actual attorney fees of the Parties Indemnified in defending such claims, arising from or related to the granting of permission to the DEVELOPER to construct POWTS partially or completely in the open space for this subdivision.

V. WATER SYSTEM

- A. No municipal water is currently available to the DEVELOPMENT; each and every building shall be served by an on-site private well system installed in accordance with existing ordinances and regulations of the Waukesha County Environmental Services Department and the Wisconsin Department of Natural Resources.

VI. STORM DRAINAGE SYSTEM

A. COMPONENTS

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

B. CONSTRUCTION

1. The DEVELOPER shall be responsible for the planning, design and construction of facilities for storm drainage (the Storm Drainage System) until such stormwater exits the exterior perimeter line of the DEVELOPMENT or until it reaches a point, outside of and adjacent to the PROPERTY from which point such stormwater passes into, or through specified conduits or channels. Such design shall be reviewed and approved by the DCD prior to construction.
2. The design and construction plan for the Storm Drainage System shall be reviewed and approved by DCD prior to construction.
3. Nothing in this paragraph shall be deemed to limit the DEVELOPER's responsibility to adjacent owners for discharged water. Should any claim be made against the CITY for increased water discharge or altered drainage patterns from the project, DEVELOPER shall indemnify, defend and hold harmless the CITY paying all costs thereof (including but not limited to actual attorney fees) and further indemnify the CITY from any loss or damage based upon a claim arising from water allegedly discharged within or from the site, except if the loss or damage was caused by the negligence or willful misconduct of the CITY.
4. Major drainage improvements shall be constructed during the first phase of the DEVELOPMENT including, but not limited to the BMP's and necessary downstream improvements.
5. All normal maintenance and/or repair of the Storm Drainage System shall be the obligation of the DEVELOPER. The DCD, at its sole discretion, may require the DEVELOPER to restore the Storm Drainage System to its original condition should its function diminish through disrepair or other causes.
6. The DCD may periodically inspect the Storm Drainage System upon reasonable notice. Should maintenance and/or repair work not be completed in a timely manner to the CITY's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs, including but not limited to engineering, administration costs and legal costs, to the DEVELOPER of the land set forth in the legal description on Exhibit A with each owner assessed an undivided fractional ownership of the expense as a lien against their property.

C. OWNERSHIP

1. The components of the Storm Drainage System in public rights of way and public easements shall be dedicated to the CITY. When dedicated to the CITY upon approval and final acceptance by the CITY, system components shall become the property of the CITY and thereafter be maintained by the CITY.
2. The Storm Drainage System and private drainage easements shall remain in the sole ownership and responsibility of DEVELOPER even if they are located within easements for access or maintenance.
3. Development of this parcel is subject to the Stormwater Management Plan established for the DEVELOPMENT. All landowners and/or owners of land within the DEVELOPMENT are and shall be jointly and severally responsible for the Storm Drainage System within the DEVELOPMENT. In the event the DEVELOPER default(s) in its duty to maintain the Storm Drainage System, as reasonably determined by the CITY, each of the property owners will be

responsible for a pro-rata share of the costs of the maintenance and/or repair of the Storm Drainage System. Should the CITY have to perform repairs and/or maintenance, all of the direct and indirect costs thereof shall become a lien against the DEVELOPER with each owner assessed an undivided fractional ownership of the expense.

D. INSPECTION

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

E. STORMWATER CHARGES

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

VII. PUBLIC ROADWAYS

A. LOCATION

1. Roadways shall be constructed in such a manner that the centerline of the roadway improvements shall be centered upon the centerline of the right-of-way.
2. Roadways shall be constructed in each and every road right-of-way platted and constructed with a permanent cul-de-sac as directed by the City Engineer.

B. 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.
4. At the direction of the City Engineer, 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.
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.

C. INSPECTION

1. Oversight of all construction and maintenance shall be performed under the direction of the DCD, at the DEVELOPER's sole expense. All of DEVELOPER's construction and maintenance activities as provided for hereunder shall be performed in accordance with the standards set forth in CITY's Development Handbook.

D. STREET SIGNS

1. Street Names shall be in conformance with the CITY's policies.
2. Street signs shall be installed by the DEVELOPER prior to placement of the binder course or the streets being opened to the public.

E. RELOCATION OF PRIVATE UTILITIES

1. To the extent the CITY 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. SURETY INSTRUMENTS

- A. Prior to signing of this AGREEMENT by the CITY, DEVELOPER shall deposit with the CITY a surety instrument in accordance with §235-22 of the Municipal Code in the amount of 120% of the estimated cost of all the PUBLIC IMPROVEMENTS as approved by the CITY in a form approved by the City Attorney.

1. Public Site Grading
2. Public Road System
3. Public Sanitary System – N/A
4. Public Water System – N/A
5. Public Storm Drainage System
6. Other Special Conditions

B. FORFEITURE OF SURETY

1. Interim Reduction (Utilities)
 - a. Upon request, an interim surety reduction to 50% per Utility may be made once the utility is fully installed and operable.
2. Preliminary Acceptance Reduction (Non-Subdivision)
 - a. The surety may be reduced to 10%, by the itemized amount of each of the Utilities (Sanitary System, Water System, and Storm Drainage System), as the PUBLIC IMPROVEMENTS receive preliminary acceptance by the CITY.
 - b. The surety for the Public Road System portion of the PUBLIC IMPROVEMENTS may be reduced to 10% of the construction costs of the Public Road System after the CITY issues preliminary acceptance.

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

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

C. **CASH PAYMENTS FOR:**

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

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 Condo/Homeowner's Association, and any and all associated costs, at the time of closing on the individual units within the DEVELOPMENT.
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.

IX. DEED RESTRICTIONS

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

X. ACCEPTANCE OF PUBLIC IMPROVEMENTS

- A. All PUBLIC IMPROVEMENTS required by the CITY within the DEVELOPMENT are the DEVELOPER's sole responsibility.
- B. The DEVELOPER shall take all necessary action so as to have all PUBLIC IMPROVEMENTS of the DEVELOPMENT specified in the AGREEMENT installed and approved within two years following the date of commencing construction for each of the PUBLIC IMPROVEMENTS.
- C. After completing the required PUBLIC IMPROVEMENTS, the DEVELOPER shall provide a complete accounting of expenditures to the CITY in the form of an itemized cost list.
- D. PUBLIC IMPROVEMENTS shall be accepted by the CITY when the DEVELOPER has

met and satisfied each of the terms and conditions of this AGREEMENT, permits, applicable ordinances of the CITY, and the requirements of the CITY's Development Handbook.

E. Preliminary Acceptance:

1. When all systems (Utility and Road) have been installed per the CITY's Development Handbook and to finish grade and tested and all punch list items have been corrected and all requirements have been satisfied by the DEVELOPER and approved by the CITY.
2. Required Documentation: The following list shall not be considered all-inclusive, but rather a guide to what is typically required.
 - a. As-builts for Stormwater Best Management Practices
 - b. As-built for Road Centerline
 - c. Itemized as-built construction cost list for Public Infrastructure
 - d. Easement Documents recorded
 - e. 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. All Inspection invoices are paid
 - c. Lien waivers submitted

XI. GENERAL CONDITIONS

- A. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the CITY and/or its Boards and Commissions, as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.
- B. It is expressly understood and agreed that the terms of this AGREEMENT are covenants running with the land and binding on DEVELOPER and CITY. The terms of the AGREEMENT regarding insurance, warranty and surety obligations shall survive the expiration of this AGREEMENT.
- C. The signatory DEVELOPER shall not dissolve its Corporation, LLC, or other business group designation, without written notification to the CITY, more specifically the CITY Engineer, a minimum of 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 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.
- F. Streets shall be swept daily as needed to remove silt, stone, ground or other materials which have been tracked or eroded onto the streets. The DCD may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the DCD's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the property within this DEVELOPMENT as a special charge for current services pursuant to Wis Stat Sec. 66.0627.
- G. 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.
- H. 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.
- I. Setbacks, height restrictions, and locations of all structures shall be as regulated by the zoning ordinances of the CITY.
- J. All conditions of approval for the DEVELOPMENT by the [Plan Commission](#) and/or Common Council shall be followed.
- K. 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.
- L. 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 Storm Drainage and Road Systems according to the CITY's Development Handbook.

XII. SPECIAL CONDITIONS

- A. Fire or emergency protection services are available to the DEVELOPMENT.
- B. Snow and ice removal from drives shall not be placed in public roadways or rights-of-

way.

[signature page(s) follow]

ACKNOWLEDGMENT

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

In the presence of:

(DEVELOPER's Name)

(Authorized Signature)

DEVELOPER acknowledges that the person signing this AGREEMENT has the authority of [424 Investments, LLC](#) to do so and that the document has been approved by official action of the DEVELOPER.

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

Personally came before me this ____ day of _____, 20__, the above named [John Jewell](#) 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: Tamara M. Simonson, P.E., City Engineer

CERTIFICATION

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

Document: _____

File Number: _____

Date: _____

Name: Rubina Medina

Signature: _____

Title: City Clerk

EXHIBIT A

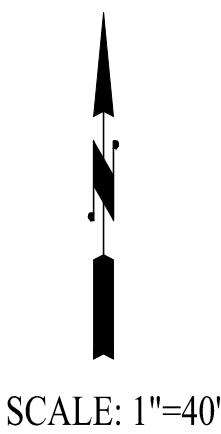
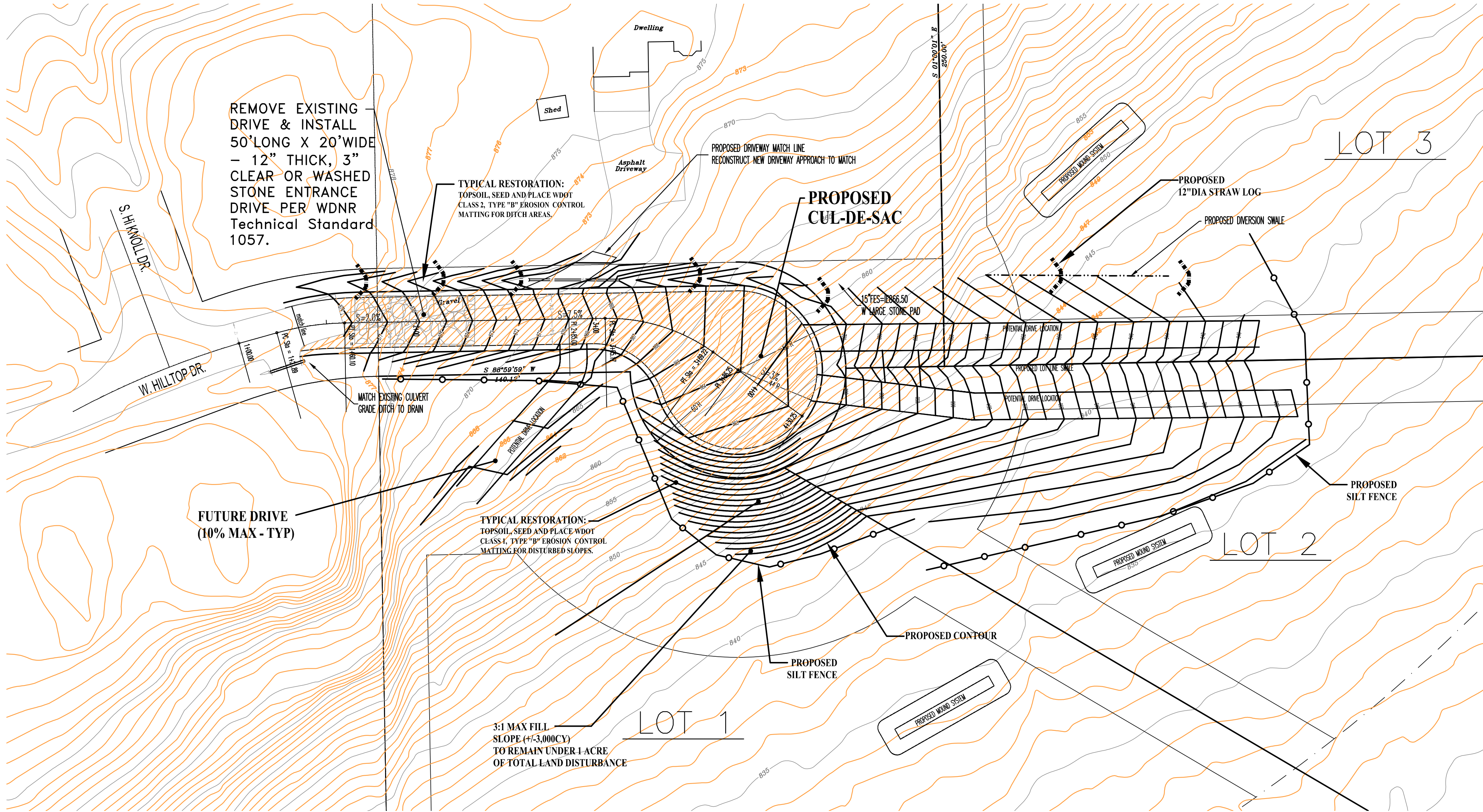
LEGAL DESCRIPTION

Being a redivision of Lot 2 of Certified Survey Map No. 10826 and additional lands, being a part of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the North east $\frac{1}{4}$ of Section 33, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence S 01°00'01" E along the West line of said Northeast $\frac{1}{4}$, 865.90 feet to the point of beginning of the lands to be described; thence N 88°59'59" E, 315 feet; thence N 01°00'01" W, 250.00 feet; thence N 88°40'00" E, 422.46 feet; thence N 01°20'00" W, 405.81 feet; thence N 88°40'00" E, 205.00 feet; thence N 01°20'00" W, 179.49 feet to the south right-of-way line of Beres Road, thence N 88°40'00" E along said south right-of-way line, 682.75 feet; thence S 00°27'38" E, 309.39 feet; thence S 19°40'01" W, 70.17 feet; thence S 84°38'11" W, 537.30 feet; thence S 35°17'31" W, 45.37 feet; thence S 01°32'29" E, 783.92 feet; thence S 62°46'57" W, 120.89 feet; thence N 89°11'10" W, 308.83 feet; thence S 75°06'58" W, 144.54 feet; thence N 90°00'00" W, 115.87 feet; thence S 58°59'30" W, 422.20 feet to the West line of said Northeast $\frac{1}{4}$; thence N 01°00'01" W along said West line 680.90 feet to the point of beginning.

Said lands containing 1,038,496 square feet (23.84 acres). Excepting 20,489.5 SF or 0.47 Acres dedicated to the City of New Berlin for Roadway purposes.

EXHIBIT B
DESCRIPTION OF PUBLIC IMPROVEMENTS



EROSION CONTROL NOTES:

1. All work shall be in accordance with the City of New Berlin Development Handbook.
2. 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 Construction Site Best Management Practice Handbook.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.), shall be installed prior to commencing mass grading or utility construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. 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 neglect may be charged to the contractor and deducted from the sums due him under this contract.
6. The contractor shall notify Diggers Hotline, all utilities City Departments, 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 811.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public roadways. The public roadways shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or more often, as required. Dust generated by construction activities shall be minimized by use of watering, calcium chloride surface treatment, construction scheduling or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed areas and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas out of the road right of way shall be revegetated within seven days after being disturbed. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.
11. All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall 1/2" or greater.
12. The following Stabilization (revegetation) Schedule shall be implemented in accordance with the Waukesha County Department of Parks and Land Use Standards:

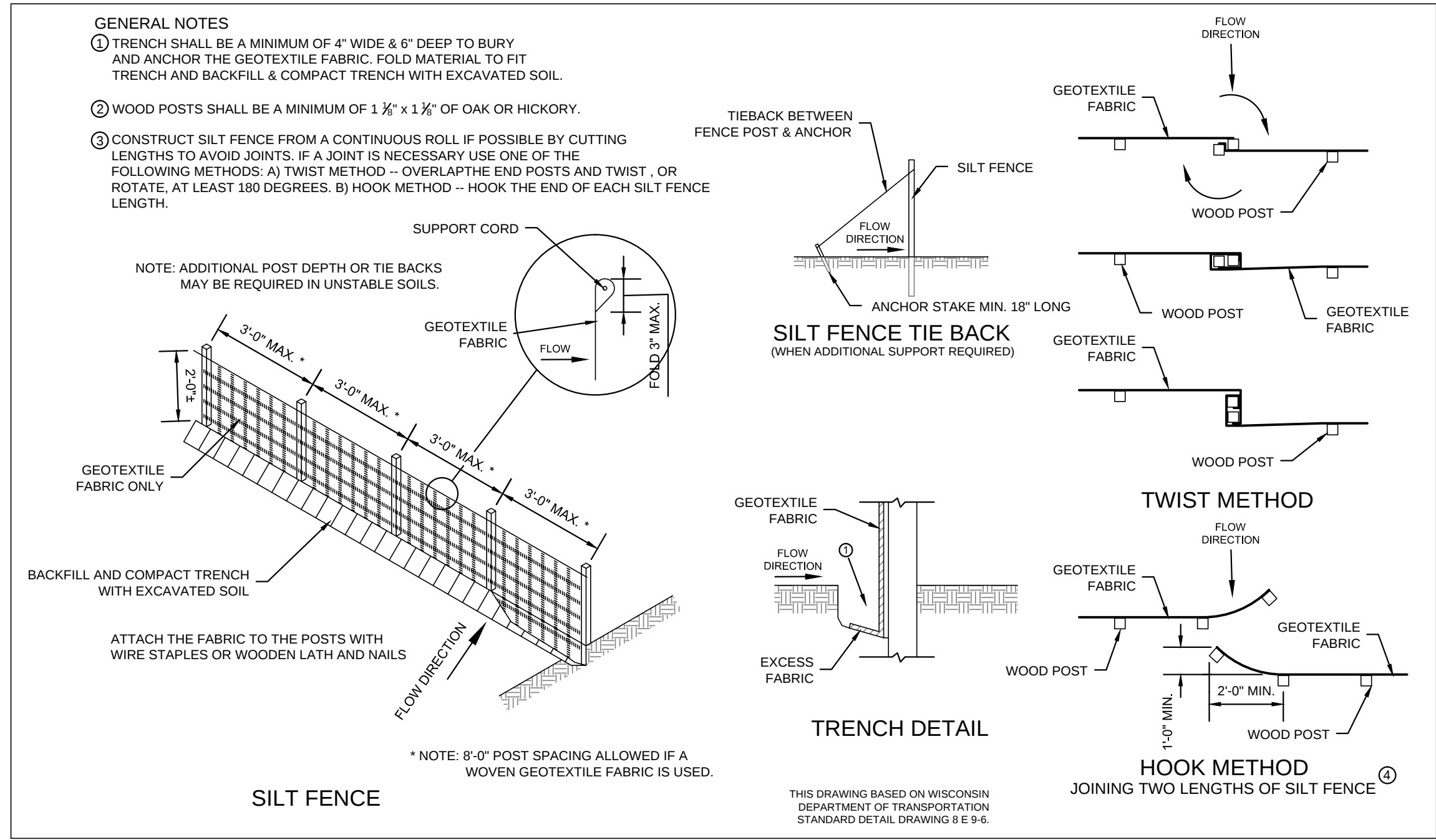
On or Before September 15: "Cool Season Grass Seeding"
On or Before October 15: "Temporary Seeding"
On or Before November: "Sodding/Dormant Seeding"
(apply mulch with tackifier or use soil

stabilizer-polymer)

CONSTRUCTION PHASING SEQUENCING:

THE GRADING AND UTILITY CONTRACTORS MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE CITY OF NEW BERLIN ORDINANCES.

1. CONTACT THE CONSTRUCTION SERVICES DIVISION ENGINEER AT THE CITY OF NEW BERLIN FOR INSPECTION OF A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF ANY WORK.
2. INSTALL GRAVEL CONSTRUCTION ENTRANCES SHOWN ON THE PLAN (TRACKING PAD).
3. INSTALL SILT FENCE.
4. REMOVE TREES, STUMPS AND TOPSOIL OFFSITE ONLY IN THE DISTURBED AREA SHOWN.
5. PLACE CLEAN COMPACTED FILL IN LIFTS AS MONITORED BY A QUALIFIED SOILS PROFESSIONAL TO THE ROADWAY SUBGRADE.
6. CONDUCT PROOF ROLL SUBGRADE INSPECTION WITH CITY INSPECTOR IN ACCORDANCE WITH THE CITY ORDINANCES.
7. CONSTRUCT ROADWAY, SHOULDER AND REVEGETATE ALL DISTURBED AREAS.
8. ONCE SITE HAS 80% REVEGETATED OWNER AND CITY SHALL INSPECT AND APPROVE THE REMOVAL OF THE SILT FENCE.
9. REVEGETATE ANY REMAINING DISTURBED AREAS.



THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.



REVISIONS	
DATE	DESC
03-17-23	REV1



ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 • Elm Grove, WI 53122
Phone: 262-719-6183 • Fax: 866-457-2504 • Email: mdelena@eeeng.com

CITY OF NEW BERLIN, WI
WEST HILLTOP DRIVE CUL-DE-SAC

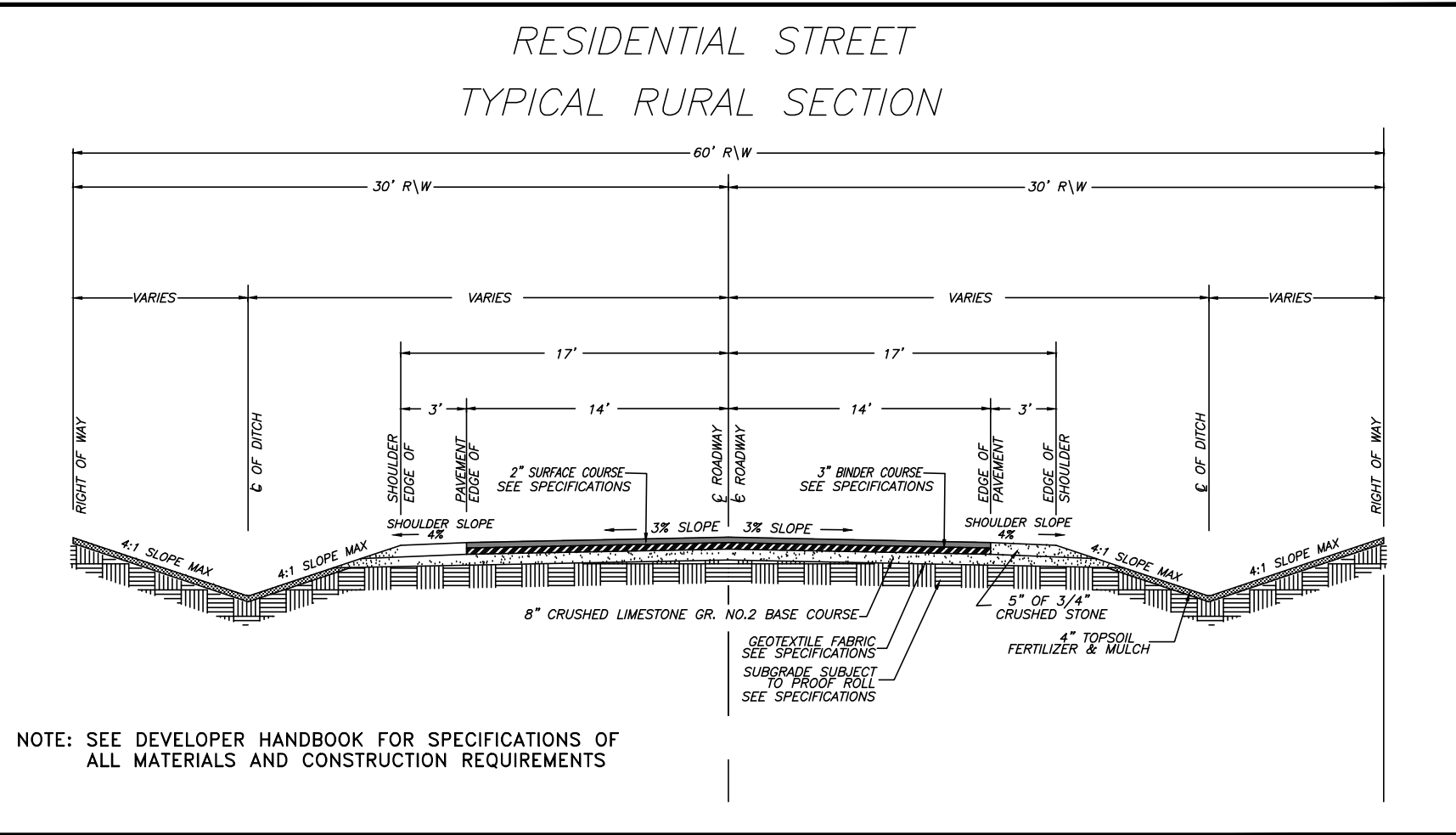
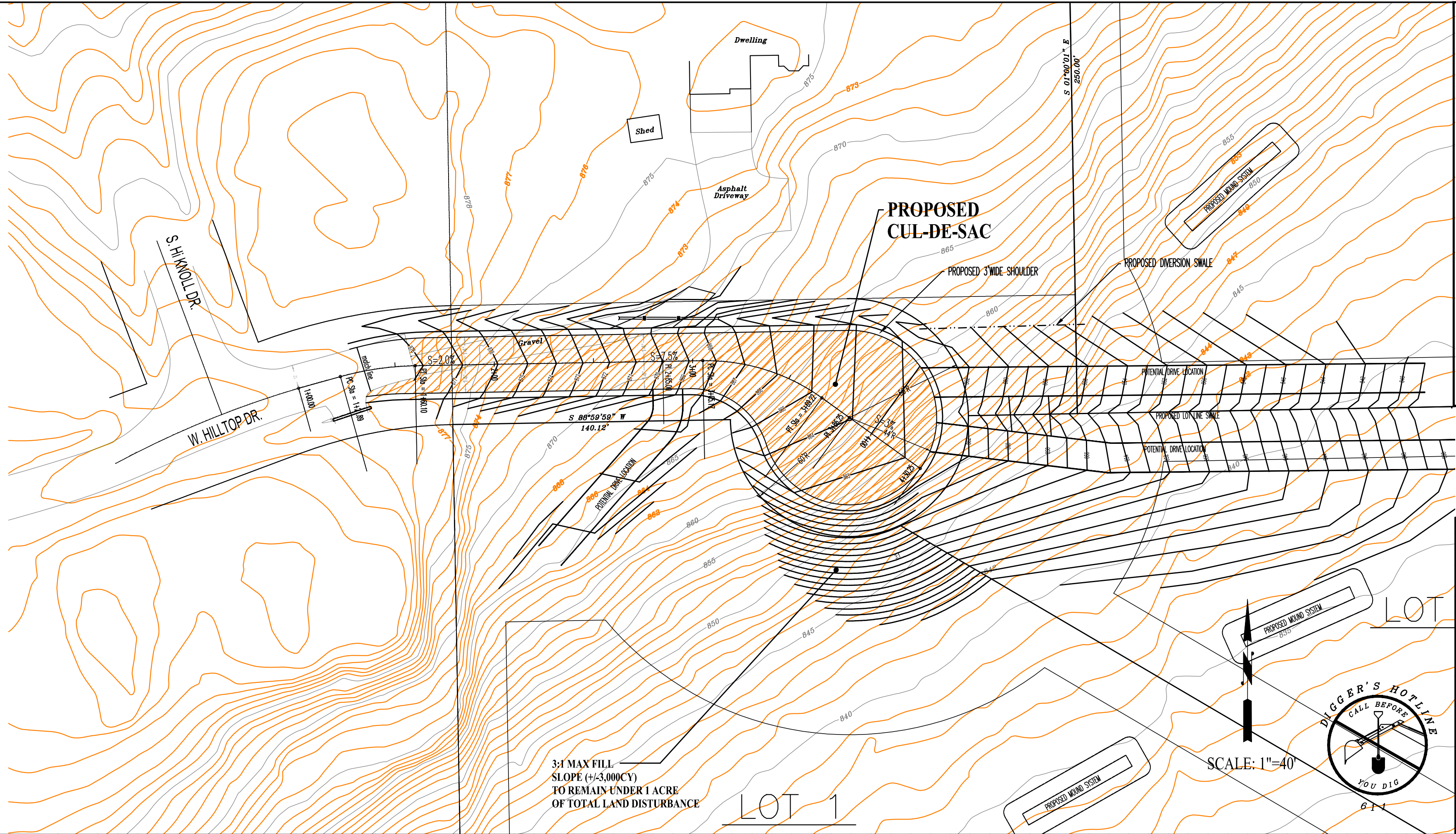
Erosion Control Plan

SCALE: H: 1"=40'	JOB NO.:	DATE: 02-20-23
DESIGNED BY:	DRAWN BY:	CHECKED BY:
APPROVED BY:	CITY ENGINEER	DATE
		C200

GENERAL CONSTRUCTION SPECIFICATIONS:

1. All labor and material provided under this contract shall be governed by requirements of the New Berlin Development Handbook.
2. All erosion control measures specified on the project Erosion Control Plan shall meet the design criteria, standards and specifications as set forth in the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing clearing & grubbing or mass grading.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The general contractor shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same. Any expense incurred for additional restaking caused by contractor's neglect may be charged to the contractor and deducted from the sums due him under this contract.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground. Diggers Hotline number is 811.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. A full-time inspector is required to be at the project site to observe construction of the cul-de-sac.
9. Contractor shall be responsible for maintaining the public roadways. The public roadways shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or more often, as required. Dust generated by construction activities shall be minimized by use of watering, calcium chloride surface treatment, construction scheduling or other appropriate methods.
10. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and erosion control fabric per the Standard Specifications. Roadway pavement shall be saw-cut and replaced in kind.
11. All disturbed areas shall be revegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.
12. All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall greater than 0.5 inches. (By GENERAL CONTRACTOR).
13. If permanent seeding is not completed by September 15, apply temporary seeding. If temporary seeding is not completed by October 15, a WisDOT Type B soil stabilizer shall be applied to inactive disturbed soils between October 15th and May 1st as a temporary soil stabilization measure during the non-growing season.

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.



NOT FOR CONSTRUCTION

REVISIONS	
DATE	DESC
03-17-23	REV1

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Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway • Suite 100 • Elm Grove, WI 53122
Phone: 262-719-5183 • Fax: 866-457-2584 • Email: mellen@eecong.com

CITY OF NEW BERLIN, WI
WEST HILLTOP DRIVE CUL-DE-SAC

Roadway Plan

SCALE: H: 1"=40'	JOB NO.:	DATE: 02-20-23
DESIGNED BY:	DRAWN BY:	CHECKED BY:
APPROVED BY:	CITY ENGINEER	DATE

C300

