



City of New Berlin

Meeting Agenda

Common Council

New Berlin City Hall
3805 S. Casper Drive
New Berlin, WI 53151

(262) 786-8610
www.NewBerlin.org

Tuesday, December 13, 2022

6:00 PM

Council Chambers

PRIVILEGE OF THE FLOOR

CALL TO ORDER, PLEDGE OF ALLEGIANCE

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

1. November 15, 2022 Common Council Meeting Minutes

REPORTS

2. City Clerk Rubina R. Medina
3. Council President Ald. Kenneth A. Harenda II
4. Mayor Dave Ament

COMMUNICATIONS

5. Notice of Injury - Monica J. Hume on behalf of I.J.H.

PLAN COMMISSION

6. (4) KW LD-2201280 Mellisa Hayes on behalf of Kyle Kloc and Natalie Anastas - 5920 S. Racine Avenue - 2-Lot Certified Survey Map. (Tabled 7/11/2022)
7. KH CP-2200141 2023 Park and Open Space Plan - Update and recommend to Common Council to set a public hearing date for February 6, 2023.
8. (7) KH LD-2202296 Pinnacle Engineering on behalf of Rob DuCharme - 19455 W. Observatory Road - 2-Lot Certified Survey Map

PARKS, BUILDINGS AND GROUNDS COMMISSION

9. Resolution 22-30- A Resolution Transferring Funds from the Safety Building Foundation CIP Account to the Malone Park Lighting CIP Account
10. Award of Contract in the Amount of \$467,893 with a 10% Contingency for a Total Construction Cost of \$514,593 to J Miller Electric, Inc.

MAYORAL APPOINTMENTS

11. Discussion and possible action to approve the Mayoral Appointments per the list as presented

DEFERRED, REFERRED & TABLED ITEMS

ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

CONSENT AGENDA*****

MINUTES

12. November 15, 2022 Committee of the Whole Meeting Minutes

UTILITY & FINANCE

13. Recommend to Council approval of the November 23, 2022 Water Utility claims in the amount of \$177,438.50, Sewer Utility claims in the amount of \$20,268.49 and General City claims in the amount of \$2,216,190.72
14. Recommend to Council approval of the December 14, 2022 Water Utility claims in the amount of \$569,064.51, Sewer Utility claims in the amount of \$181,015.87 and General City claims in the amount of \$2,485,999.30. WE Energies EFT of \$65,872.41

LICENSES & PERMITS

15. Discussion and possible action to approve the 2023 Rubbish/Garbage Hauler License applications per the list as presented

MISCELLANEOUS

16. DPW Update by Josh Radomski, Director of Public Works
17. Discussion and possible action to approve Resolution No. 22-29, A Resolution transferring funds from Contingency to the Streets Department budget for increased fuel costs
18. Discussion and Possible Action to approve Ordinance 2664, an Ordinance to create section 124-20 of the Municipal Code of the City of New Berlin concerning reimbursement for ambulance fees
19. Discussion and Possible Action on the Proposed 2023 CIP Budget
20. Discussion and possible action on the proposed TID #3 and TID #5 Capital Borrowings
21. Discussion and possible action to approve a MOU to amend Section 15.01 of the 2021-2022 Collective Bargaining Agreement between the NBPPA and the City of New Berlin
22. Discussion and possible action to approve the RAS to pre-hire one sworn police officer in January 2023 in anticipation of at least one retirement in 2023
23. Discussion and possible action to approve the RAS regarding the outlined additions/clarifications to the Memorandum of Understanding between the City of New Berlin Police Department and the School District of New Berlin
24. Discussion and possible action regarding the Requested Action Statement from Ald. Stribl directing staff to amend the City's Zoning Code to prohibit short-term rentals as permitted under Section 66.1014 of the Wisconsin Statutes

END CONSENT AGENDA*****

CLOSED SESSION

25. 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:
26. Discussion regarding the Omelina Claim

27. Discussion regarding the status of litigation for the Wojcik claim
28. Discussion regarding the City of New Berlin's claim against John Spitz
29. 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:
30. Discussion regarding the proposed Purchase and Sale Agreement between Patrick and Mary Lemirande and the City of New Berlin

RECONVENE TO OPEN SESSION - DISCUSSION AND POSSIBLE ACTION ON ITEMS LISTED BELOW

31. Omelina Claim - Discussion and possible action regarding a settlement agreement
32. Wojcik Claim - Discussion and possible action regarding a settlement
33. City of New Berlin's claim against John Spitz - Discussion and possible action regarding a settlement
34. Proposed Purchase and Sale Agreement between Patrick and Mary Lemirande and the City of New Berlin - Discussion and possible action

ADJOURN

PLEASE NOTE:

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 Common Council.

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 a possible 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 Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN
COMMON COUNCIL - MINUTES
Tuesday, November 15, 2022**

Regular Meeting

Council Chambers

6:00 PM

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

All votes were taken via a voice roll call vote.

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:07PM and led the Pledge of Allegiance.

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina Medina took the roll as follows:

Council Present: Hopkins, Garrigues, Maxey, Harenda, Horbinski, Kroupa

Excused: Stribl

APPROVAL OF MINUTES

ITEM: October 11, 2022 Common Council Meeting Minutes

MOTION: Motion to approve the October 11, 2022 Meeting Minutes

VOTE: Motion by: Horbinski
Second by: Kroupa
Motion Passed: 6-0

ITEM: October 25, 2022 Common Council Meeting Minutes

MOTION: Motion to approve the October 25, 2022 Meeting Minutes

VOTE: Motion by: Harenda
Second by: Maxey
Motion Passed: 6-0

REPORTS

ITEM: City Clerk Rubina R. Medina extends her appreciation to the Election team and City staff for a successful election.

ITEM: Council President Ald. Kenneth A. Harenda II extended his appreciation to the City Clerk's Office and election staff for a job well done for this past election.

ITEM: Mayor Dave Ament

COMMUNICATIONS

ITEM: Ethic Indoor, LLC Notice of Injury

UTILITY COMMITTEE

ITEM: UT 21 -22 Discussion and possible approval on the proposed 2023 Water Utility Operating Budget.

MOTION: **Motion to approve**

VOTE: Motion by: Harenda
Second by: Garrigues
Motion Passed: 6-0

ITEM: UT 22 -22 Discussion and possible approval on the proposed 2023 Water Utility CIP Budget. Information included in the 2023 Water Utility Operating Budget.

MOTION: **Motion to approve**

VOTE: Motion by: Harenda
Second by: Maxey
Motion Passed: 6-0

ITEM: UT 23-22 Discussion and possible approval on the proposed 2023 Wastewater Utility Operating Budget.

MOTION: **Motion to approve**

VOTE: Motion by: Harenda
Second by: Kroupa
Motion Passed: 6-0

ITEM: UT 24-22 Discussion and possible approval on the proposed 2023 Wastewater Utility CIP Budget. Information included in the 2023 Wastewater Utility Operating Budget.

MOTION: **Motion to approve**

VOTE: Motion by: Harenda
Second by: Hopkins
Motion passed: 6-0

MAYORAL APPOINTMENTS

ITEM: Discussion and possible action to approve the Mayoral Appointments per the list as presented

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Kroupa
Motion Passed: 6-0

DEFERRED, REFERRED & TABLED ITEMS

ITEMS REMOVED FROM CONSENT AGENDA, if any

CONSENT AGENDA*****

Motion by Harenda to approve the consent agenda. Seconded by Garrigues and motion approved 6-0.

ITEM: October 11, 2022 Committee of the Whole Meeting Minutes

ITEM: October 25, 2022 Committee of the Whole Meeting Minutes

UTILITY & FINANCE

ITEM: Recommend to Council approval of the November 9, 2022 Water Utility claims in the amount of \$100,529.07, Sewer Utility claims in the amount of \$66,314.99 and General City claims in the amount of \$569,929.37. US Bank EFT of \$21,643.72 and We Energies EFT of \$67,442.12.

MISCELLANEOUS

ITEM: Discussion and Possible Action to approve the RAS to amend the 2023 Parks Department budget approving the addition of 1 full time Parks and Forestry Worker and to eliminate 2 long term seasonal and 2 summer seasonal positions

ITEM: Discussion and Possible Action on the Proposed 2023 Operating Budget

ITEM: Discussion and Possible Action on the Proposed 2023 CIP Budget

ITEM: Discussion and Possible Action on the Proposed TID #3 and TID #5 Capital Borrowings

ITEM: Requested Action Statement for approval of the contract with Toepfer Security Corporation for the New Berlin Activity & Recreation Center Phase 2

- ITEM:** Discussion and Possible Action to approve Resolution No. 22-27, A Resolution to approve the Waukesha County Drug Task Force Memorandum of Understanding
- ITEM:** Discussion and Possible Action to approve Resolution 22-28, A Resolution to amend the 2021 CIP Budget Transfer of funds from DPW Cold Storage to New Berlin Activity & Recreation Center Phase I
- ITEM:** Recommend to Council approve the 2023 City Clerk & Community Relations Department Fee List as presented

END CONSENT AGENDA*****

CLOSED SESSION

**City Clerk read the basis for the items to be discuss in Closed Session.
Motion by Garrigues to go into closed session at 6:19PM. Seconded by
Maxey. Motion passed 6-0.**

- ITEM:** 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:
- ITEM:** Update and Discussion regarding Workman/Certified Products, 19000 W. Lincoln Avenue

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

- ITEM:** Discussion and possible action regarding Workman/Certified Products, 19000 W. Lincoln Avenue
- No Action.

ADJOURN

Motion by Harenda, seconded by Kroupa to adjourn at 6:38PM.

Respectfully Submitted,

Rubina R. Medina, City Clerk

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: Mellisa Hayes on behalf of Kyle Kloc and Natalie Anastas / CSM

LOCATION: 5920 S. Racine Avenue (Tax Key #: 1280-998)

REQUEST: 2-Lot Certified Survey Map

REVIEW SCHEDULE:

CSM Received:	5/27/2022
Completeness Determination:	5/31/2022
90-Day time limit expires:	8/25/2022
Final Common Council Action (expected):	12/13/2022
60-Day Extension Expires:	10/24/2022
Additional 90-Day Extension Expires:	1/22/2023

D.R.C. RECOMMENDATION: Recommend to Common Council approval of the 2-Lot Certified Survey Map located at 5920 S. Racine Avenue (Tax Key #: 1280-998), subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
2. Applicant shall dedicate 33 feet to Waukesha County for right-of-way, as shown on the CSM.
3. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
4. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
5. Applicant and/or new property owners shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
6. The property, which is located outside of the current MMSD Sewer Service District, shall require a Private On-Site Waste Treatment System (POWTS) for each lot that is created that will meet Waukesha County requirements.
7. Payment of the Public Site and Open Space fee of \$1,206.14 (1 lot x \$1,206.14/lot) is required prior to the City signing the CSM.

DETAILS IN ATTACHED STAFF REPORT:

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLAN COMMISSION STAFF REPORT
Meeting of November 14, 2022

Mellisa Hayes on behalf of Kyle Kloc and Natalie Anastas / 2-Lot Certified Survey Map
5920 S. Racine Avenue (Tax Key #: 1280-998)

DATE STAFF REPORT PREPARED: October 13, 2022

APPLICANT / OWNER(S): Mellisa Hayes / Kyle Kloc and Natalie Anastas

REQUEST / DESCRIPTION OF PROJECT: Approval of the 2-Lot Certified Survey Map located at 5920 S. Racine Avenue (Tax Key #: 1280-998)

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/27/2022

DATE OF COMPLETENESS DETERMINATION: 5/31/2022

PRE-APPLICATION CONFERENCE HELD: No
Date(s) of Meeting(s): Several phone calls

CONCEPTUAL PLAN: Yes, CSM is attached.

SIZE OF DEVELOPMENT / PARCEL(S): 2.31 acres (Prior to CSM approval)

CURRENT ZONING: R-3 (Suburban Single-Family Residential District)

CURRENT LAND USE: Single-Family Residential

PROPOSED ZONING: N/A

PROPOSED LAND USE: One new lot for a single-family residential home.

PROPOSED LOT SIZES: (After CSM is recorded)

Lot 1: 1.27 Acres – 55,276 SF

Lot 2: 0.75 Acres – 32,714 SF

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3

Land Use: Single-Family Residential

South: Zoning: R-3

Land Use: Single-Family Residential

East: Zoning: R-3

Land Use: Single-Family Residential

West: Zoning: A-2

Land Use: Single-Family Residential / Agricultural

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 19: Neighborhood I: National Avenue West

Planning Context / Vision / Development Policies:

Neighborhood I:

Vision:

- *The National Avenue West area, like the Western Area neighborhood (Neighborhood B), should be a regional model of rural development.*

Development Policies:

- Develop the area immediately west of Calhoun Road as a gateway into rural western New Berlin. Permit the development of this area for a mix of commercial and residential uses, but require that commercial use to be oriented to a rural theme.

Land Use

- Future Land Use Map: Suburban Residential

ZONING CODE (Chapter 275): Yes, this request is consistent with Section 275-33B(3) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): Yes

REZONING REQUIRED: No

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: No

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes, a Certified Survey Map was submitted.

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: N/A

Floodplain: No

Topography / Geologic: Site slopes to the southeast.

BIKE & PEDESTRIAN FACILITIES PLAN: None identified.

PARK & OPEN SPACE PLAN: None identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Yes, applicant will provide an erosion control plan.

Woodland, Tree, and Vegetation Protection: N/A

Wildlife Habitat Protection: N/A

Wildlife Management Plan: N/A

Environmental Impact: N/A

STORMWATER 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, the system in place now serves the existing home on Lot #1. An additional system will be needed to serve Lot #2. Perc tests have been provided.

WATER USAGE CALC.: The new parcel will be served by a private well, average 250 GPD per new unit connection.

TRAFFIC IMPACT: A net increase of one lot will occur with the proposed land division. The ITE estimates the following for one single-family lot:

Weekday AM Peak – 0.77 trips per unit

Weekday PM Peak – 1.02 trips per unit

Weekend Peak – 0.93 trips per unit

SCHOOL DISTRICT IMPACT: 0.46 total estimated students

Elementary – 0.23 students (1 lot * 0.23 students)

Middle – 0.11 students (1 lot * 0.11 students)

High School – 0.12 students (1 lot * 0.12 students)

Notice Sent to Affected School District(s): No

PREVIOUS ACTION: N/A

CONSISTENCY WITH PREVIOUS ACTION:

1933 Existing home was built at 5920 S. Racine Avenue.

FINDINGS:

1. Applicant shall dedicate 33 feet to Waukesha County for right-of-way, as shown on the CSM.
2. The lots are zoned R-3, Suburban Single-Family Residential District. Under Section 275-33D, the minimum lot size is 20,000 square feet and the minimum lot width is 110 feet. The proposed lots meet these requirements.
3. Per an email from Karen Braun at Waukesha County, dated October 12, 2022:
 - a. The right of way adjacent to the subject property is 33 feet in width as measured from the section line. This right of way is based on the owner's legal description and the original centerline of Racine Avenue. The lands contain portions of the existing park and ride facility and remain highway easement under the jurisdiction of Waukesha County. The park and ride facilities do not encroach on the subject lands and are legally on county controlled right of way. If the owner decides to split this parcel, the Certified Survey Map should dedicate the 33 feet of right of way along the entire frontage of the property as requested by the City of New Berlin and Waukesha County.
 - b. Additionally, the property is only eligible for 1 access point to the public highway. This will require that any new lots use the existing driveway or utilize a shared access point. No additional driveways to CTH Y, Racine Avenue, can be granted under the County code.

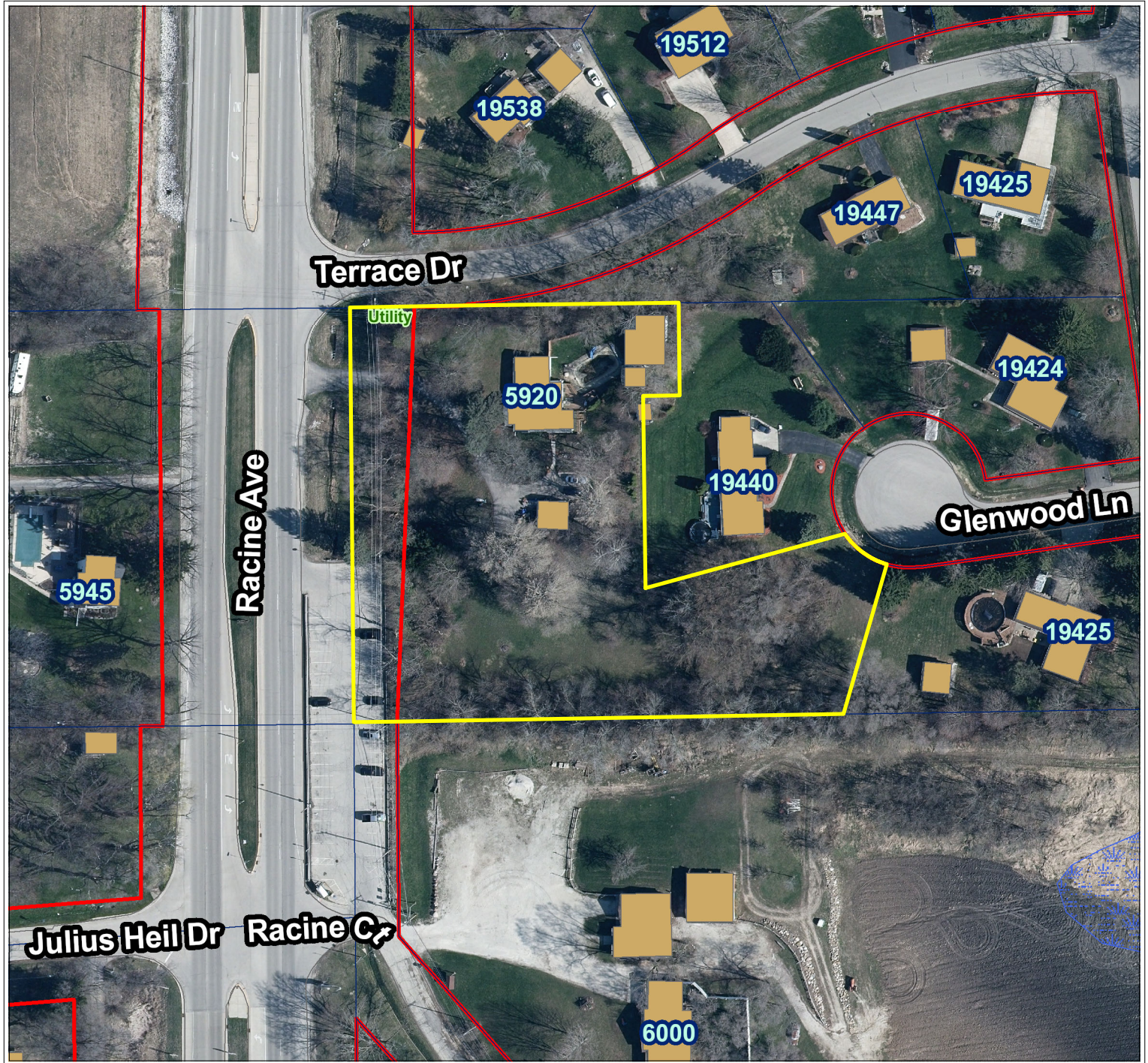
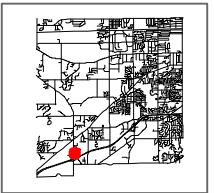
STAFF RECOMMENDATION:

Recommend to Common Council approval of the 2-Lot Certified Survey Map located at 5920 S. Racine Avenue (Tax Key #: 1280-998) subject to the application, plans on file and the following conditions: **See Executive Summary.**

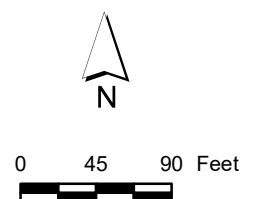
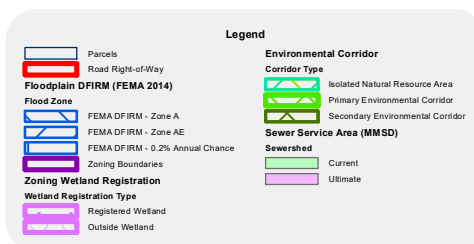
ATTACHMENTS:

Location Map

CSM



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



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW. 1/4 OF THE SE. 1/4 OF SECTION 32, T.6N., R.20E., CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

ATLAS SURVEY

2826 SAINT ANDREWS COURT
WAUKESHA, WI 53188
(262) 901-5256

WWW.ATLASSURVEYWI.COM

SURVEYOR:

BRYCE KACZOR, PLS S-2803

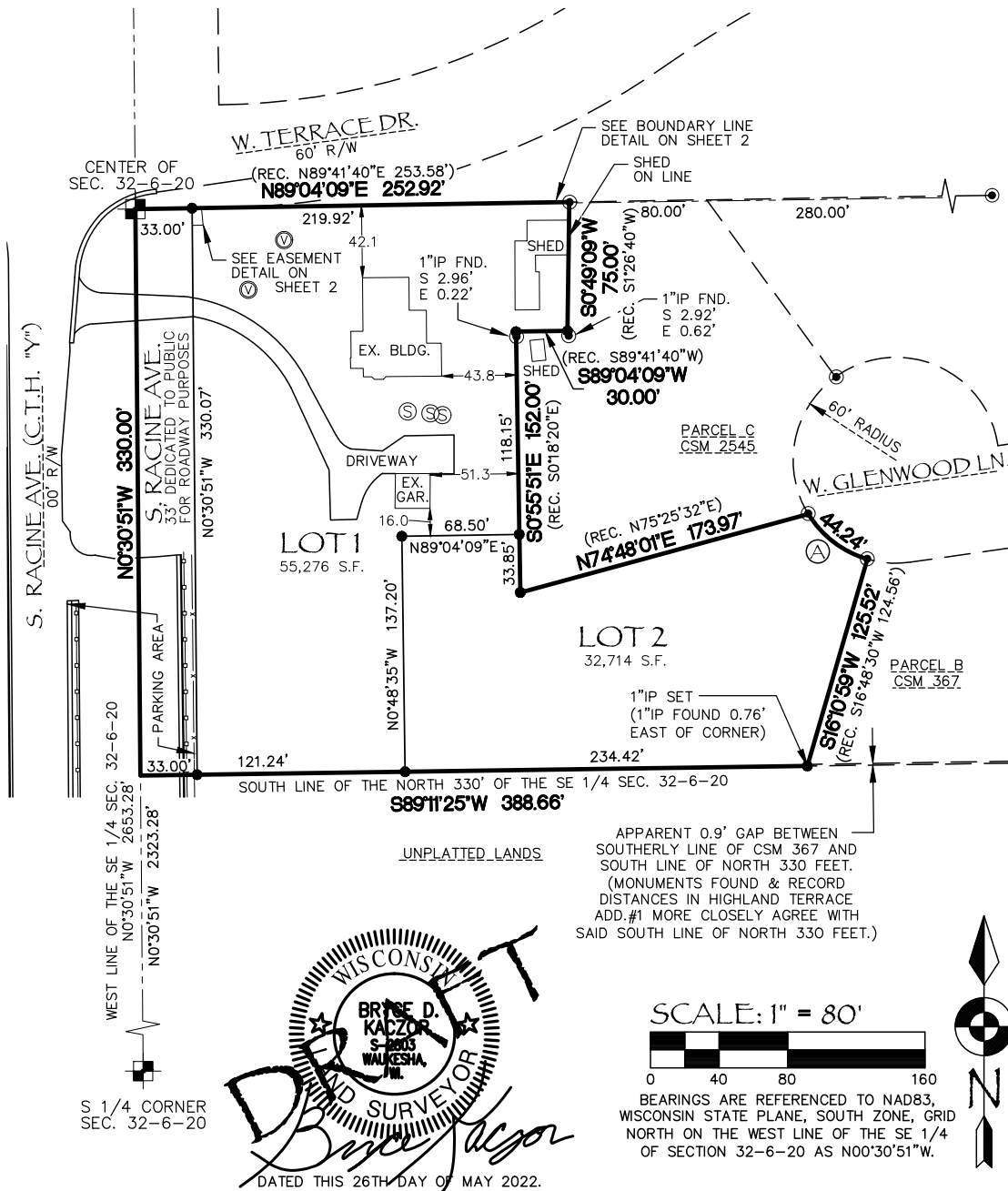
SURVEY FOR:

NATALIE ANASTAS & KYLE KLOC
5920 S. RACINE AVENUE
NEW BERLIN, WI 53146
(262) 000-0000

(A) LENGTH: 44.24'
"I" ANGLE: 42°14'38"
RADIUS: 60.00'
CHORD: 43.24'
BEARING: S52°41'42"W

LEGEND

- ✚ - CONC. MON. W/ BRASS CAP FND.
- - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- Ⓢ - SEPTIC LID, CONCRETE
- Ⓥ - (3) SEPTIC VENTS

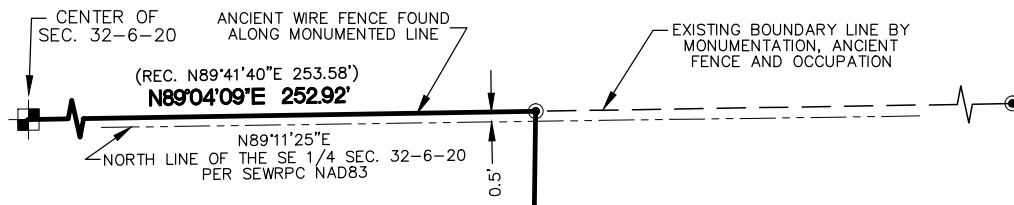


CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW. 1/4 OF THE SE. 1/4 OF SECTION 32, T.6N., R.20E., CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

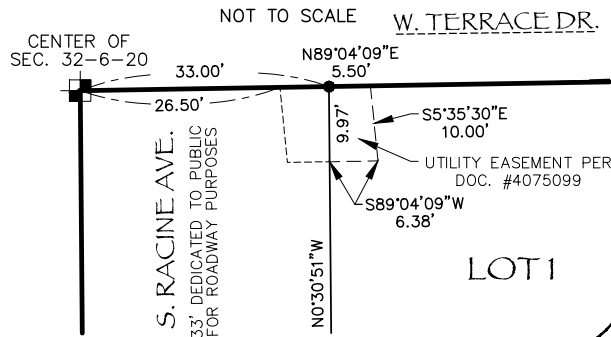
BOUNDARY LINE DETAIL:

NOT TO SCALE



EASEMENT DETAIL:

NOT TO SCALE



NOTES:

1. EASEMENT LOCATIONS BASED ON INFORMATION FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY., TITLE POLICY NO. 5011400-2221123E, DATED NOV. 15, 2018.

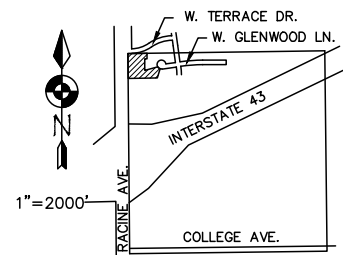
-UTILITY EASEMENT PER DOC.#705299 (NOT SHOWN, NO INFORMATION PROVIDED)

-UTILITY EASEMENT PER DOC.#4075099 (SHOWN)

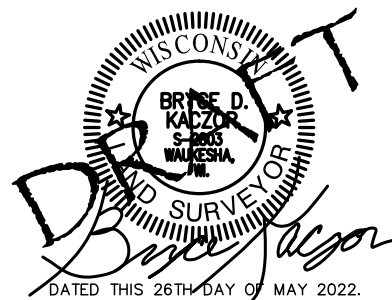
2. THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION.

3. THE FIELD WORK WAS COMPLETED ON MAY 2, 2022.

LOCATION MAP



SE. 1/4 SEC. 32-T6N-R20E



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW. 1/4 OF THE SE. 1/4 OF SECTION 32, T.6N., R.20E., CITY OF NEW BERLIN,
WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Bryce D. Kaczor, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the NW. 1/4 of the SE. 1/4 of section 32, T.6N., R.20E., City of New Berlin, Waukesha County, Wisconsin, more fully described as follows:

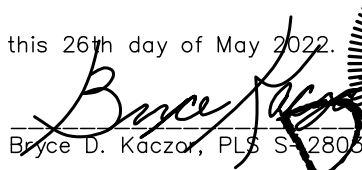
Commencing at the South 1/4 corner of said Section; thence N.0°30'51"W., along the West line of the SE 1/4 of said section, 2323.28 feet to the point of beginning; thence N.0°30'51"W., along the West line of the SE 1/4 of said section, 2323.28 feet to the Center of Section corner; thence N89°04'09"E, 252.92 feet to the northwest corner of Certified Survey Map #2545; thence S0°49'09"W, along a westerly line of said C.S.M., 75.00 feet; thence S89°04'09"W, along a northerly line of said C.S.M., 30.00 feet; thence S0°55'51"E, along a westerly line of said C.S.M., 152.00 feet; thence N74°48'01"E, along the southerly line of said C.S.M., 173.97 feet; thence 44.24 feet an arc of a curve to the left, and along Glenwood Avenue, with a radius of 60.00 feet whose chord bears S52°41'42"W, 43.24 feet; thence S16°10'59"W, along a westerly line of said Certified Survey Map #367, 125.52 feet; thence S89°11'25"W, along a line 330 feet southerly of the North line of the SE 1/4 of said Section, 388.66 feet to the point of beginning. Said lands containing 98,881 S.q. Ft. (2.27 Acres).

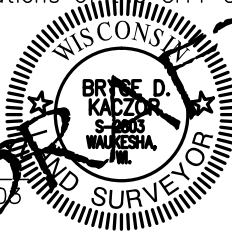
That I have made such survey, land division and Certified Survey Map by the direction of NATALIE ANASTAS & KYLE KLOC, owners of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the CITY OF NEW BERLIN in surveying, dividing and mapping the same.

Dated this 26th day of May 2022.


Bryce D. Kaczor, PLS S-2805



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW. 1/4 OF THE SE. 1/4 OF SECTION 32, T.6N., R.20E., CITY OF NEW BERLIN,
WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

As owners, We hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: 1) CITY OF NEW BERLIN

WITNESS the hand and seal of said owners this _____ day of _____.

In Presence of:

NATALIE ANASTAS

KYLE KLOC

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the
above named _____ and _____ to me known to be the same persons who executed the
foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws
of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying,
dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent
to the above certificate of NATALIE ANASTAS & KYLE KLOC, Owners.

IN WITNESS WHEREOF, said _____ has caused these
presents to be signed by _____, its _____, and countersigned by
_____, its _____ at
_____, Wisconsin, and its corporate seal to be hereunto affixed this
_____ day of _____, 20 _____.
In presence of:

STATE OF WISCONSIN)

_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20_____, the above named _____,
and _____ of the above named
corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be
such _____ and _____ of said corporation, and acknowledged that they executed
the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW. 1/4 OF THE SE. 1/4 OF SECTION 32, T.6N., R.20E., CITY OF NEW BERLIN,
WAUKESHA COUNTY, WISCONSIN

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the City of New Berlin, NATALIE ANASTAS & KYLE KLOC, owners, is hereby approved by the Common Council.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
David Ament, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of New Berlin.

Date: _____ Signed _____
Rubina Medina, City Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

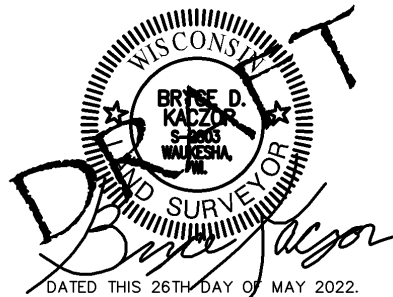
APPROVED, that the Certified Survey Map, in the City of New Berlin, NATALIE ANASTAS & KYLE KLOC, owners, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
David Ament, Chairperson

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the City of New Berlin.

Date: _____ Signed _____
Nikki Jones, Secretary



STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Department of Community Development / City of New Berlin Park and Open Space Plan Update (as part of the 2030 Comprehensive Plan)
LOCATION:	Citywide
REQUEST:	Plan Commission discuss the Park and Open Space Plan Update, which includes: • Incorporate current trend data to support our analyses • Update recommendations to reflect our goals for enhancing existing parks
D.R.C. RECOMMENDATION:	Plan Commission review suggested updates and forward a request to the Common Council to set a public hearing date for the February 6, 2023 Plan Commission meeting on the suggested amendments to the Park and Open Space Plan:

Background:

1. The 2017 Park and Open Space Plan was adopted in June of 2017 and staff has determined that it is necessary to complete a review of the document. Basic “housekeeping” items are also needed to reflect City progress and growth since June of 2017.
2. The Plan Commission will act as the Steering Committee for this update and will provide feedback regarding the proposed updates. Per the State Statutes, a public hearing will be held before the Plan Commission in order to present the proposed amendments. The Common Council will adopt the final changes via ordinance.
3. The purpose of the Park and Open Space Plan is to guide the preservation, acquisition and development of land for the use of park and recreational activities for the community. By developing short term plans and long term goals, the City can identify and accommodate necessary changes to the parks, open space and outdoor recreational needs for the residents of New Berlin. The City also maintains eligibility to apply for and receive federal and state aids to be used for the acquisition and development of additional outdoor recreational and open space facilities.
4. Beginning in January of 2022, DCD staff began meeting internally with various departments that utilize the plan (Parks, Buildings & Grounds, Recreation, and Planning) to review and suggest updates to the Park and Open Space Plan.
5. A summary of the items that have been reviewed:
 - a. Refresh plan
 - b. Chapter 1
 - i. Summary of past plans and achievements:
 1. Update list of completed projects

- ii. **Planning Process**
 - 1. Add DCD's role with regards to park planning
 - 2. Add information on ADA study, CVMIC report and PASER
- c. **Chapter 2**
 - i. **Land Use**
 - 1. Update Table 1 and Map 1
 - ii. **Population Forecasts**
 - 1. Update data from 2020 Census
- d. **Chapter 3**
 - i. **Natural Resource Features**
 - 1. Update Table 4 to include new P-2 Zoning District
 - ii. **Recreational Parks and Facilities**
 - 1. Include athletic complexes into Community Park definition
 - 2. Reference commercial park/sports complex definition in Zoning Code.
- e. **Chapter 4**
 - i. **Overall System**
 - 1. Add compliance with ADA Study and CVMIC Report
- f. **Chapter 5**
 - i. **Natural Resource Features**
 - 1. Update Map 2
 - ii. **Recreational Resources**
 - 1. Update data and Table 6
 - iii. **Public Recreational Parks and Facilities**
 - 1. Update individual park descriptions and photos.
 - 2. Update Table 7 and Map 4
 - iv. **Bicycle and Pedestrian Facilities**
 - 1. Update Table 8 and Map 5
- g. **Chapter 6**
 - i. Update Plan Commission's role with regards to park planning
 - ii. **Service Area and Park Distribution**
 - 1. Update Map 6 and Map 7
 - iii. **Parkland Acreage**
 - 1. Update data and Table 9
 - 2. Update data and Table 10
 - 3. Update data and Table 11

iv. Other Considerations

- 1. Update Table 13**
- 2. Include pickleball in growing trends**
- 3. Update data**

h. Chapter 7

i. Short-Term Improvements

- 1. Reference the ADA Study, CVMIC Playground Safety Inspection Report, and PASER as tools to aid in the selection of park improvement projects**
- 2. Update short-term projects**
- 3. Update 5 year CIP list**

ii. Long-Term Improvements

- 1. Update long-term projects**

Next Steps:

- 1. December 13, 2022 Common Council set a date for the Public Hearing. (tentative)**
- 2. February 6, 2023 Public Hearing. Plan Commission makes a recommendation to the Common Council to adopt resolution. (tentative)**
- 3. February 14, 2023 Common Council adopt an ordinance to approve the plan. (tentative)**

Previous Action:

6/5/2017	Plan Commission Adoption of the 2017 Park and Open Space Plan by Resolution # 17-01
6/13/2017	Common Council Adoption of the 2017 Park and Open Space Plan by Ordinance # 2587
3/7/2022	Plan Commission reviewed and discussed the Park and Open Space Plan Updates.

Attachments:

Memo

Draft Park and Open Space Plan

MEMORANDUM

TO: Plan Commission

FROM: Kristen Hogan, Principal Planner

DATE: November 14, 2022

SUBJECT: Park and Open Space Plan Update

This memo is to notify the Plan Commission that the Department of Community Development will be preparing an overall update to the City's Park and Open Space Plan. The Plan was adopted in June of 2017. It has been 5 years since the adoption of the Park and Open Space Plan and staff has determined that it is necessary to update the document to ensure the text reflects the current conditions and most up to date information.

The purpose of the Park and Open Space Plan is to guide the preservation, acquisition and development of land for the use of park and recreational activities for the community. By developing short term plans and long term goals, the City can identify and accommodate necessary changes to the parks, open space and outdoor recreational needs for the residents of New Berlin. The City also maintains eligibility to apply for and receive federal and state aids to be used for the acquisition and development of additional outdoor recreational and open space facilities.

Beginning in January of 2022, DCD staff began meeting internally with various departments that utilize the plan (Parks, Buildings & Grounds, Recreation, and Planning) to review and suggest updates to the Park and Open Space Plan.

The Plan Commission will act as the Steering Committee for this update and will provide feedback regarding the proposed updates. Per the State Statutes, a public hearing will be held before the Plan Commission in order to present the proposed amendments. The Common Council will adopt the final changes via ordinance.

Next Steps:

- Present a draft of the 2023 Park and Open Space Plan to the Plan Commission and make recommendation to the Common Council set the Public Hearing Date
- Public Participation
- Public Hearing held before the Plan Commission
- Plan Commission adopt the 2023 Park and Open Space Plan via Resolution
- Common Council adopt the 2023 Park and Open Space Plan via Ordinance

Recommendations of the 2017 Park and Open Space that were completed between 2017-2022:

ENHANCEMENTS TO EXISTING PARKS

- *Biwer Park*
 - Basketball Court Replacement.
 - Playground Replacement.
- *Historic Park*
 - Parking Lot Replacement.
- *Lions Park*
 - Basketball Court Replacement.
 - Parking Lot Replacements (east and north).
- *Park Signage*
 - Park system signage replacement.
- *Regal Park*
 - Basketball Court Replacement.

ACQUISITION, DEDICATION AND PRESERVATION

- *City Center Plaza*
 - Acquired 1.36 acres of land for a Special Use Park.
- *Quarry Park*
 - Sale of park to residential developer for use as a single-family subdivision.
- *Section 35*
 - Acquired 39.14 acres of land for a Community Park.

DEVELOPMENT OF VACANT PARKLAND

- *City Center Plaza*
 - Creation of an urban park within the City Center that includes a seating area with pergola, concessions and restroom facility, and an ice rink.
- *Section 35*
 - Development of a gravel parking lot, six soccer fields and associated stormwater management.

TRAILS

- *Section 35*
 - Constructed a portion of the multi-use trail from Sunny Slope Road.
 - Constructed sidepaths along Sunny Slope Road.

Additional accomplishments that were not listed as recommendations of the 2017 Park and Open Space that were completed between 2017-2022:

ENHANCEMENTS TO EXISTING PARKS

- *Biwer Park*
 - Shelter Improvements.
 - Trail Improvements.
- *Buena Park*
 - Ball diamond fencing improvements.
 - Parking Lot Replacement.
 - Structure Replacements.
 - Trail Improvements.

- *Calhoun Park*
 - Ball diamond fencing improvements.
 - Electronic Scoreboard.
 - Shelter Improvements.
- *Hickory Grove Park*
 - Playground removal.
- *High Grove Park*
 - Shelter Improvements.
- *Historic Park*
 - Barn improvements.
 - Garage addition and improvements.
 - Log cabin improvements.
 - Museum Renovations and Addition.
 - New Gazebo.
 - Old mailroom remodeled.
- *Lions Park*
 - Playground Replacement (includes a wheelchair accessible swing).
 - Pond Shoreline Restoration.
 - Shelter Improvements.
 - Trail Improvements.
- *Malone Park*
 - Lighting replacement for basketball, volleyball and tennis courts.
- *Valley View Park*
 - Disc golf basket replacement.
 - Shelter Improvements.
- *Weatherstone Park*
 - Shelter Improvements.

ACQUISITION, DEDICATION AND PRESERVATION

- *New Berlin Activity and Recreation Center*
 - Acquired 25,000 square feet of the former Walmart Building for a Special Use Park.

DEVELOPMENT OF VACANT PARKLAND

- *New Berlin Activity and Recreation Center*
 - Renovations and Addition.



CITY OF NEW BERLIN

Park and Open Space Plan
2023-2028

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ACKNOWLEDGMENTS

COMMON COUNCIL

Dave Ament, Mayor
John Hopkins, District 1 Alderman
Chuck Garrigues, District 2 Alderman
Dave Maxey, District 3 Alderman
Ken Harenda, District 4 Alderman
Joe Stribl, District 5 Alderman
Dennis Horbinski, District 6 Alderman
Charlotte Kroupa, District 7 Alderwoman

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Ted Anderson, Citizen
Scott Biller, Citizen
Brian Felda, Citizen
Brian McGrath, Citizen
Robert Rafel, Parks, Buildings & Grounds Commission Representative
Joe Stribl, Alderman

PARKS, BUILDINGS & GROUNDS COMMISSION

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RECREATION COMMISSION

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Jordan Napoli, New Berlin School District Representative
David Oelschlaeger, Citizen
Jason Prei, Citizen
Kara Woida, Citizen

CITY STAFF

Ed Bartz, Parks Supervisor
Erin Cross, Recreation Supervisor
Kristen Hogan, Principal Planner
Nikki Jones, Deputy Director of Community Development
Greg Kessler, Director of Community Development

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CHAPTER 1:

INTRODUCTION AND PLANNING PROCESS

PLAN PURPOSE

The primary purpose of this plan is to guide the preservation, acquisition and development of land for the use of park and recreational activities for the community. By developing short-term plans and long-term goals, the City can identify and accommodate necessary changes to the parks, open space and outdoor recreational needs for the residents of New Berlin. This plan is also used to protect and enhance the City's natural and historical resources. By preparing this plan, the City maintains eligibility to apply for and receive federal and state aids to be used for the acquisition and development of additional outdoor recreational and open space facilities.

This plan sets forth a comprehensive strategy for City Staff to use in establishing an effective park and recreation system that meets the needs of the community. It recommends parameters, goals and actions to accomplish New Berlin's changing needs, both short-term and long-term. These recommendations relate to the preservation of existing environmental, natural and historical resources, the acquisition of land to be used for new parks and open space, and the development of new parks, environmental corridors and pedestrian routes. Although the recommendations are advisory, they provide a framework for City officials, administrators and management to formulate policies. The City of New Berlin's Park and Open Space Plan is also intended for use by external stakeholders to develop an understanding of their role as partners in the implementation of the Plan.

By updating the Park and Open Space Plan, the City is able to identify areas where achievements have been made in previous plans and use these as guidelines for developing future plans. The Park and Open Space Plan examines the current status of outdoor recreation and open space in New Berlin, identifies anticipated future open space and outdoor recreation needs and prioritizes the actions for plan implementation. Adoption of this plan by the Plan Commission and Common Council of New Berlin and endorsement by the Wisconsin Department of Natural Resources will maintain the City's eligibility to apply for and receive state and federal funds for parkland, open space and outdoor recreation purposes.

SUMMARY OF PAST PLANS AND ACHIEVEMENTS

Many of the recommendations from the 2017 Park and Open Space Plan have been implemented, as well as additional accomplishments that were not planned for at the time of the plans adoption.

ENHANCEMENTS TO EXISTING PARKS

Biwer Park

Basketball Court Replacement.

Playground Replacement.

Shelter Improvements.

Trail Improvements.

Buena Park

Ball diamond fencing improvements.
Parking Lot Replacement.
Structure Replacements.
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Renovations and Addition.

Section 35

Development of a gravel parking lot, six soccer fields and associated stormwater management.

TRAILS

Section 35

Constructed a portion of the multi-use trail from Sunny Slope Road.

Constructed sidepaths along Sunny Slope Road.

PLANNING PROCESS

This plan references many of the recommendations that were made in the 2017 Park and Open Space Plan. Focusing on some of the public feedback that was received from the Park Survey in 2008, some of the main issues that were brought up were preservation of natural features, enhancements of existing parks, and creating linear parkways to connect people to sought-after destinations. The City has continued to preserve natural features and considers this a top priority in our park and open space system, as well as for any new development site. Much of the previous

plan focused on acquiring new parkland in order to meet service area standards. This proves to not be as important to community members as enhancing the City's existing parks. Some of the areas the City would like to address in park enhancements include, but are not limited to: providing play equipment that is safe and accessible to all users, creating opportunities for more passive use within the parks, and improving signage and way finding. The City would like to encourage use of these parks and other public facilities by providing safe and accessible pathways for all users.

The duties of the Department of Community Development as they relate to park planning and design include:

- Maintain an inventory and analyze the needs of the community by updating the City's Park and Open Space Plan, at a minimum every five years, and incorporate into the City's overall Comprehensive Plan
- Guide in the acquisition, dedication, preservation, and development of lands for public parks, facilities, and grounds in conjunction with the Plan Commission
- Coordinate the planning, engineering, design, development and coordination of contracts, with consultation from the Plan Commission, CDA and/or other appropriate boards and commissions, for all existing and proposed public parks, facilities and grounds in accordance with Common Council approvals as part of a CIP budget and/or plan
- Provide linkages between parks, open spaces, and public destinations

An ADA study of City facilities was completed in 2018. The results of the study noted that there are many deficiencies within the City Parks and Buildings, which can be broken down into the following categories:

- Approach & entry
- Play areas
- Sports activities & miscellaneous site features
- Golf facility
- Fishing pier
- Restrooms and shelters

The CVMIC Playground Safety Inspection Report is prepared by the City's Insurance carrier to identify deficiencies at the City's playgrounds. These deficiencies can be broken down in the following categories:

- Designated play surface
- Entanglement
- Entrapment
- Hardware
- Maintenance
- Painted surfaces
- Pinch, crush and shear points
- Sharp points, corners or edges
- Signage and/or labeling
- Slides
- Walks and paths

A Pavement Surface Evaluation Rating (PASER) is completed every other year to assess the quality of the road surfaces within the City. Roads and parking lots with a low PASER rating are given a higher priority in the replacement schedule. More information on the PASER system can be found in the Transportation Chapter of the Comprehensive Plan.

Projects selected for reconstruction are based upon the number of outstanding issues noted in the ADA study and CVMIC Playground Report, along with timing of other planned park projects.

PLAN COMMISSION/PUBLIC MEETINGS

On March 6, 2017 and March 30, 2017 the Park and Open Space Plan Update was presented to the Plan Commission. Questions and feedback were provided to direct the final revisions to the Plan. On March 30, 2017 a draft of the Plan was presented and approved to forward to the Common Council to set the public hearing date.

The general public and other stakeholders were provided with opportunities to become informed about the Park and Open Space Plan update and to understand the potential impacts and benefits of its findings and recommendations. City Staff held a series of “staff open office hours” to allow for interested residents and / or businesses to meet with DCD staff to review proposed updates, ask questions, provide comments or express concerns regarding the Park and Open Space Plan. These office hours were held at City Hall prior to the Common Council meetings on May 9, 2017 and May 23, 2017.

PUBLIC HEARING

The Park and Open Space Plan Update was presented at a public hearing before the Plan Commission meeting on June 5, 2017.

APPROVALS

The Park and Open Space Plan Update was approved by the Plan Commission via Resolution #17-01 on June 5, 2017 and approved by the Common Council on June 13, 2017 via Ordinance #2587.^[HK1]

Resolution #XX-XX[HK2]

Ordinance #XXXX[HK3]



CHAPTER 2:

BACKGROUND INFORMATION

PLANNING REGION

The City of New Berlin encompasses 36.9 square miles in the southeastern portion of Waukesha County. New Berlin is bounded by the City and Town of Brookfield to the north, the Cities of West Allis and Greenfield and the Village of Hales Corners to the east, the City of Muskego to the south, and the City of Waukesha and the Towns of Waukesha and Vernon to the west. New Berlin is roughly 15 miles southwest of Milwaukee and has convenient access to Interstate Highway 94, located to the north, and Interstate Highway 43, which passes through the City.

LAND USE

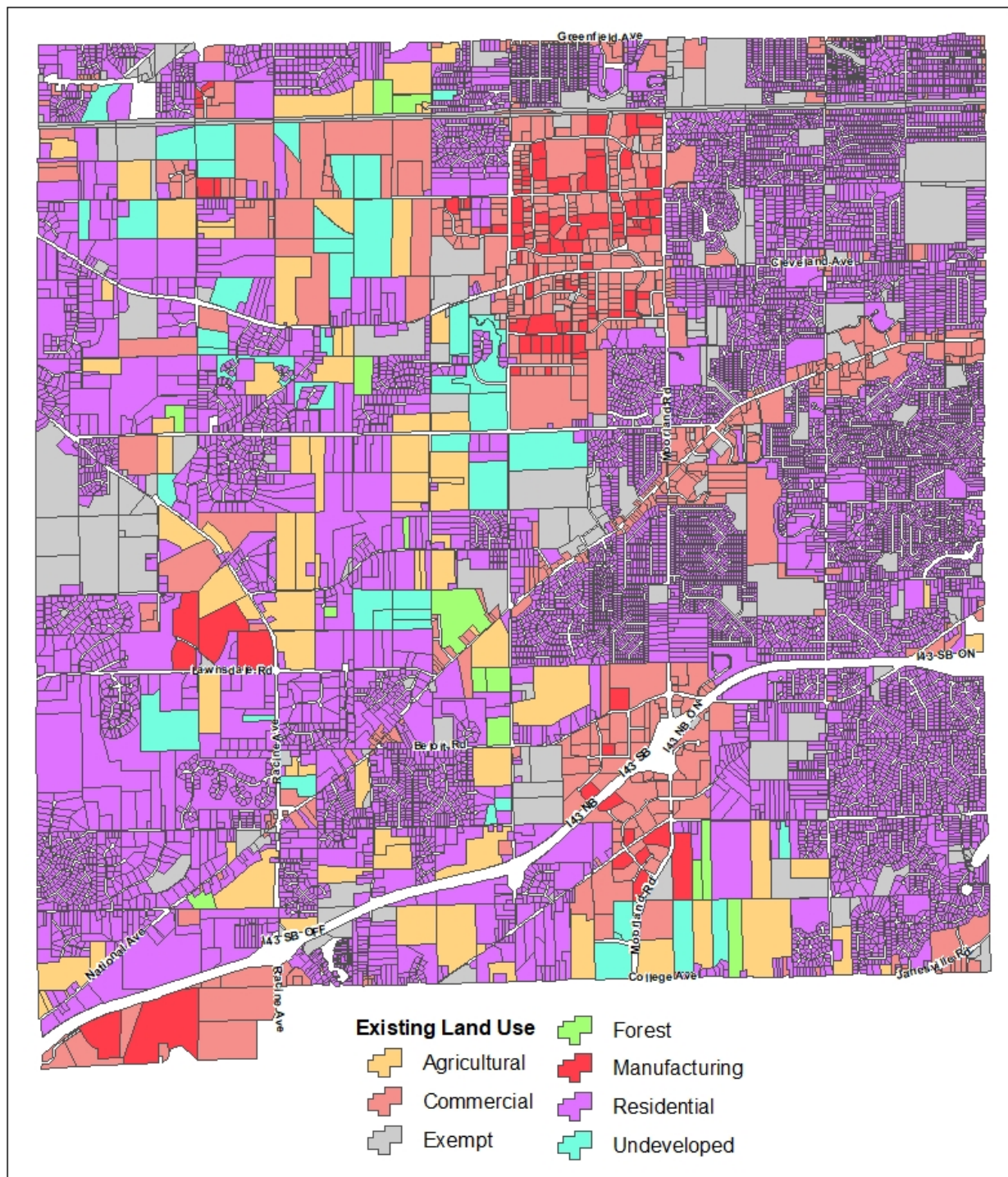
The City of New Berlin is characterized by a distinct land use pattern, whereby urban uses are concentrated in the eastern sector and rural uses are concentrated in the western sector. Generally speaking, Calhoun Road, a major north-south road that bisects the City, represents an informal division within the City of New Berlin of this historical development pattern. The distribution of the City's parkland, recreational facilities and natural areas correspond with urban land uses and the density of residential land uses. Therefore, the majority of established and developed municipal parks and open spaces are located within the City's eastern sector.

TABLE 1: Primary Land Uses, City of New Berlin (2022)

Land Use Category	Acres	% of total City Acreage
Agricultural	1,801	9 %
Commercial	3,219	15 %
Exempt land	2,353	11 %
Forest	244	1 %
Manufacturing	701	3 %
Residential	11,792	56 %
Undeveloped land	1,051	5 %
Total	21,161	100%

Source: City of New Berlin

MAP 1: Existing Land Use



Source: City of New Berlin

POPULATION FORECASTS

Like many other communities in Waukesha County, New Berlin has experienced notable increases in population during the second half of the 20th Century. In recent years, New Berlin's population has grown from 39,584 people in 2010 to 40,451 people in 2020 (*Source: U.S. Census Bureau*)—a 2.2% increase. Population projections anticipate modest gains through the duration of this plan (year 2040) for both New Berlin and other communities within Waukesha County.

TABLE 2: Population Projections, City of New Berlin and Neighboring Communities

Municipality	2010	2020	2030 Projection	2040 Projection	% Change 2010-2040
Brookfield	37,920	41,464	39,870	38,340	1.1%
Muskego	24,135	25,032	29,010	29,820	23.6%
New Berlin	39,584	40,451	45,140	45,120	14%
Waukesha	70,718	71,158	81,000	81,350	15%

Sources: U.S. Census Bureau, Wisconsin DOA "MCD and Municipal Populations Projections, 2010-2040"

Recent population growth in Waukesha County is accompanied by a change in age composition. As the baby boomer population continues to age, it is anticipated that a greater percentage of total population will be represented by the 65 years and older age group. The percent of the population 65 and older will rise from 14.3% to 25.9% -- over the course of 30 years. This trend will be accompanied by an increase in median age of the population, which will likely impact current sentiment related to recreation, facilities, needs and interest.

TABLE 3: Age Composition Projections, Waukesha County

Age Group	2010, Waukesha County	2040 (Projection), Waukesha County	Percent Change, over 30 years
<20	26.2%	23.7%	-9.5%
20 to 44	28.3%	26.5%	-6.4%
45 to 64	31.2%	23.9%	-23.4%
65 +	14.3%	25.9%	81.1%

Sources: Wisconsin DOA "County Age-Sex Population Projections, 2010-2040"



CHAPTER 3:

CLASSIFICATION AND SERVICE STANDARDS

A set of minimum standards are set for park and recreational facilities, as well as natural features, in order to quantitatively and qualitatively evaluate a park system. These standards allow for a quantitative examination of how well the existing facilities are meeting the needs of the residents in the community, in comparison with other communities. Future facilities are also planned using this information, along with projected population growth.

NATURAL RESOURCE FEATURES

ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL AREAS

Ecologically-significant acreage, both private and public, that represents a candidate for protection and preservation. Delineated by Southeastern Wisconsin Regional Planning Commission (SEWRPC), these environmental corridors are characterized by their linear configuration and natural attributes, including:

- Lakes, rivers and streams and their associated shoreland and floodplains
- Wetlands
- Woodlands
- Prairies
- Areas of wet, poorly drained and organic soils
- Areas of rugged terrain and high-relief topography

Primary Environmental Corridors

Primary environmental corridors include the highest quality and value woodlands, wetlands and wildlife habitat. These corridors have immeasurable ecological value and recreational potential. The preservation will maintain a high level of environmental quality, protect natural beauty, and provide valuable recreational opportunities.

Secondary Environmental Corridors

Secondary environmental corridors facilitate surface drainage and provide corridors for the movement of wildlife and the dispersal of seeds for a variety of species. These corridors should be preserved in open, natural uses as development proceeds, particularly when incorporating the corridors into drainageways, neighborhood parks or trail corridors.

Isolated Natural Resource Areas

Isolated natural resource areas are smaller concentrations natural features that are often isolated from an environmental corridor through urban development. Isolated natural resource areas may provide the only available wildlife habitat in the area, provide good locations for local parks and open space area, and lend aesthetic character and natural diversity to an area.

NATURAL AREAS AND CRITICAL SPECIES HABITAT

Natural Areas

Natural areas are defined as tracts of land or water so little modified by human activity, or sufficiently recovered from the effects of such activity, that they contain intact native plant

and animal communities believed to be representative of the landscape before European settlement. Classification of an area is based on consideration of the diversity of plant and animal species and the community types present; the structure and integrity of the native plant or animal community; the extent of disturbance by human activity, such as logging, grazing, water level changes and pollution; the commonness of the plant and animal communities; any unique natural feature within the area; the size of the area; and the educational value.

Critical Species Habitat

Critical species habitats are herein defined as those tracts of land or water which support Federally or State-listed rare, threatened, and/or endangered plant or animal species as defined by State or Federal agencies. These habitats include the abiotic and biotic factors necessary for the long-term support of the critical species population.

OPEN SPACE

Legal regulatory measures and development review undertaken by the City ensure varied levels of protection for high-value natural features that currently remain in open, natural and undeveloped condition on privately owned land. This may include land which is preserved via subdivision platting and land divisions. Conservation easements are often used to preserve environmental features and sensitive lands.

TABLE 4: Natural Feature and Level of Protection

Landscape Features and Land Controls	Level of Protection	Controlling Unit of Government
Natural Resources		
Wetlands	No development, setback requirements	City, WDNR, Army Corps
Floodplain	No development or limited development according to specific requirements in Flood Ordinance. Zoning Overlay.	City, WDNR, FEMA, Army Corps
Floodway	No development or limited development based on Flood Ordinance. Zoning Overlay.	City, WDNR, FEMA, Army Corps
Woodlands	Limited development if in C-1 District. Size of the woodland impacts the regulations.	City, SEWRPC
Critical species habitat (SEWRPC)	Limited development	City, SEWRPC
Primary environmental corridors (SEWRPC)	Limited development or no development (conservation easement)	City, SEWRPC
Secondary environmental corridors (SEWRPC)	Limited development or no development (conservation easement)	City, SEWRPC
Isolated natural resource areas (SEWRPC)	Limited development or no development (conservation easement)	City, SEWRPC
Shorelands	No development (shoreland wetland district). Setback is required.	City, WDNR, FEMA (if floodplain), Army Corps
Moderate slope 12-20%	Limited development (conservation subdivisions)	City
Steep Slope >20%	Limited development (conservation subdivisions)	City
Water bodies	No development (shoreland wetland district or floodplain)	City, WDNR, FEMA, Army Corps
Wildlife Habitat – Species of Concern	Limited development (conservation subdivisions) based on WDNR requirements.	City, WDNR
Prime Agricultural Lands	Development allowed	City
City Zoning and Overlays		
P-1 Park	Limited development	City
P-2 Park	Limited development	City
C-1 Conservancy	Limited development, Zoning permit required and disturbance up to 25,000sq. ft.	City
C-2 Conservancy	No development	City, WDNR
Conservation Easements	No development or limited development depending on easement documents.	City, WDNR (in some cases)
Transferred or Purchased Development Rights	N/A	N/A
Land Use Categories and Referenced land Use Elements		
Park	Limited development	City
Environmental Corridor	Limited development	City, SEWRPC
Shoreland-Wetland Conservancy	No development	City, WDNR
Upland-Woodland Conservancy	Limited development	City

Source: City of New Berlin

RECREATIONAL PARKS AND FACILITIES

PUBLICALLY OWNED

Neighborhood Park

Neighborhood parks serve as the recreational and social focus for adjoining neighborhoods and typically service a ½ mile radius. There is typically an even distribution of natural and developed areas, catering to both passive and active recreation. Generally, there are areas intended for recreational activities, such as ball fields, courts, playgrounds and picnic areas. Off street parking and restrooms are often not provided. Because of this, neighborhood parks provide safe walking and biking access. Neighborhood Parks are owned and maintained by the City.

Community Park

Community parks serve a larger population than neighborhood parks and typically service a 2 mile radius. Many features found in neighborhood parks are often found in community parks, with community parks featuring additional high quality athletic fields, restrooms, shelters and off street parking. Community Parks are owned and maintained by the City. This also includes Athletic Complexes.

Conservancy Area

Conservancy areas, or natural areas, are areas set aside for preservation of significant natural resources, remnant landscapes, open space, and visual aesthetics. Public access is generally permitted through pathways that traverse natural areas. Many times conservancy areas are used as a buffer between residential areas and more intensive land uses. Conservancy Areas are owned and maintained by the City.

Special Use Park

Special Use parks cover a broad range of recreational facilities. Some of these activities may include golf courses, historic sites and community centers. There are no specific standards for special purpose parks, as they can vary greatly. Special Use Parks are owned and maintained by the City.

County Park

County or regional parks typically have natural resources and open spaces not found in neighborhood or community parks, and service multiple surrounding communities. Many times, these parks focus on nature oriented outdoor recreation, including camping, sledding, dog exercise areas, picnicking, fishing, swimming and hiking. County Parks are owned and maintained by the County.

School Park

School districts manage and maintain these facilities to accommodate the park and recreational needs of the school, neighborhood and community. In addition to serving physical education curriculum, recreational grounds and facilities affiliated with public school campuses accommodate recreation programs managed by private sports leagues and the City's Recreation Department. School Parks are owned and maintained by the School District.

PRIVATELY OWNED***Private Recreation Facility***

Private recreation facilities cover a broad range of recreational facilities often oriented towards single-purpose use. Some of these recreational activities include golf courses, driving ranges, bow hunting and sports complexes. There are no specific standards for private recreational facilities. Private Recreation Facilities are owned and maintained by the property owner. Commercial park/sport complex is further defined in Zoning Code Section 275-36D(5).

TABLE 5: NRPA Park Classifications

Component	Use	Service Area	Site	Acres/1,000 People	Site Location
Neighborhood Park	Recreational activities, including: ball fields, courts, playgrounds, picnic areas	½ mile radius (truncated by physical barriers, such as arterial roadways, active rail lines, or natural drainage)	5-10 acres	1-2 acres	Neighborhood center, with walking and biking access
Community Park	Recreational activities included in neighborhood parks, parking, restrooms	2 mile radius (relies on automobile transport for access)	30-50 acres	5-8 acres	Near major roads and/ or public facilities
Conservancy Area	Limited activities, including: hiking, wildlife viewing	Varies	Varies	N/A	Dependent upon resource availability
Special Use Park	Recreational activities, including: golf courses, historic sites, community centers	Entire community	Varies	N/A	Varies
County Park	Nature oriented outdoor recreation, including: camping, sledding, dog exercise area, picnicking, fishing, swimming, hiking	Multiple communities	200-500 acres		Adjacent to natural resources
School Park	Serves the recreational and park needs of the school and the neighborhood/ community	Varies, depends upon park classification	Varies		Adjacent to school building
Private Recreation Facility	Recreational activities, including: golf courses, driving ranges, bow hunting, sports complex	Varies, possible membership or fees	Varies		Varies

Source: City of New Berlin, NRPA

BICYCLE AND PEDESTRIAN FACILITIES

ON ROAD FACILITIES

Bicycle lanes

A paved shoulder with designated pavement marking and signage.

Shoulder paths

Paved shoulders to accommodate pedestrians and bicycles.

OFF ROAD FACILITIES

Sidepaths

Pathways within highway right-of-way. Sidewalks are considered Sidepaths. Sidepaths may be used by pedestrians, skaters, wheelchair users, joggers, bicycles and non-motorized users.

Trails

A pathway within public access easement, community park, environmental corridor or neighborhood link. These facilities tend to connect parks to other city facilities such as schools, residential subdivisions or other trail systems. Trails may be used by pedestrians, skaters, wheelchair users, joggers, bicycles and other non-motorized users. Trails are constructed of a variety of materials, including mowed grass, wood chips, wood, recycled wood products (i.e. boardwalks), stone or asphalt. Trails are also intended to connect residents to points of interest, such as schools, parks and open spaces, business districts, commercial districts, adjacent neighborhoods, and public transportation.



CHAPTER 4:

GOALS AND OBJECTIVES

An essential element of the Park and Open Space Plan is a series of goals and objectives that provide a specific direction for plan implementation. Goals identify desired future conditions and broad public purposes. Objectives provide more immediate guidance, and are intended to aid the decision-making process with regard to projects being planned for near-term implementation through incorporation into budget planning processes. They are based on the existing conditions, park services, and input from the community and staff.

OVERALL SYSTEM

Provide a City-wide park and open space system that accommodates a diversity of publicly accessible recreational opportunities.

1. Recognize and respond to both passive and active recreational needs in the design of the park and open space system.
2. Distribute park, recreation and open space resources on an equitable basis for use by all age groups.
3. Adhere to service standards in regards to developed parkland acreages.
4. Where appropriate, the trail system should provide connections to destinations such as schools, business districts, retail areas, libraries and community centers, as well as other pedestrian facilities.
5. Focus on enhancing existing park and open space facilities.
6. Evaluate the need for additional facilities to meet current demands.
7. Comply with standards outlined in the current ADA Study and CVMIC Playground Report.

ENHANCEMENTS TO EXISTING PARKS

Allow for a diverse range of recreational opportunities that serve both the passive and active needs of the community, which are supported through facility design and recreational programming.

8. Incorporate a variety of recreational elements and spaces in order to provide equal opportunities for all abilities and age groups.
9. Keep up with local demands by constructing and maintaining high quality athletic facilities within existing park sites.
10. Provide recreational programs and facilities to promote year-round use of parks.
11. To the greatest extent possible, provide safe and accessible routes to parks from the surrounding neighborhoods.
12. Upgrade current facilities and add additional recreational opportunities within existing parks, as needed.
13. Develop unified park signage for the City.

ACQUISITION, DEDICATION AND PRESERVATION OF PARKLAND & OPEN SPACE

Ensure that park and open space acreage is acquired and preserved using creative and collaborative methods. Protect environmental resources and natural areas to allow for passive recreation for residents.

1. Promote conservation easements and open space preservation with private subdivision development on the west side of the City.
2. Review and update the city parkland dedication and park impact fee ordinances to ensure adequate funding levels to meet future park and open space needs in the community. Focus parkland and open space acquisition to the planned park complex within Section 35/South Moorland Road Corridor.
3. Promote linear open spaces that remain largely interrupted. Encourage private development to dedicate open space and parkland that is located adjacent to existing public lands.
4. Prioritize the preservation of high quality landscapes, woodlands or wetlands, as well as unique landscape features.
5. Ensure that there is accessible open space and natural areas that are available for passive public use. Trails and signage should be planned for and developed in a sensitive manner as to not disturb wildlife habitat.
6. Where applicable, require developers to enhance ecological values for wildlife in dedicated open spaces.
7. Use regulatory means, such as subdivision ordinances, to preserve targeted open space areas within the City. New developments should be planned to preserve and protect environmentally sensitive areas such as wetlands, floodplains, environmental corridors, and isolated natural resource areas.

DEVELOPMENT OF VACANT PARKLAND

Develop additional active and passive recreational opportunities for users within the community, as needed.

1. Continue to provide ample, diverse and accessible parks and facilities to meet the current and future recreational needs of the community.
2. Provide for parks that are within reasonable walking distance to residential neighborhoods within the urban sections of the City.
3. Incorporate natural resource areas into the park by allowing passive outdoor activities to utilize these areas.
4. Ensure parks are safe and visible by requiring street frontage along at least one side of the park.
5. Include an action plan related to the acquisition and development of a community youth sports complex within Section 35. Address the planning, acquisition, and development of a community park with athletic fields to meet the needs of the youth sports organization.

TRAILS

Develop a multi-use trail system to provide linkages and recreational uses between park and open spaces, public destinations within the City and neighboring communities.

1. Prioritize the development of multi-use trails throughout the City, which provide for diverse non-motorized recreational activities, including biking, jogging, walking, rollerblading and horseback riding.
2. Construct a mix of trail types to allow for a variety of trail experiences.
3. Ensure trails accommodate the needs of citizens of different abilities and comply with ADA standards, to the greatest extent possible.
4. When planning and designing trails, consider external linkages that conjoin the City's boundaries.
5. Incorporate trails within easements and right-of-ways reserved for utilities and transportation facilities, where feasible.
6. Develop unified trail signage for the City that allows for better way-finding.
7. Work with the DCD to incorporate the planning, design and construction of trail/pathway segments as part of the development review process. Require developers to dedicate easements and construct recreational trails as development occurs.
8. Promote the construction of on-road shoulder bicycle lanes and separated paved pathways as a component of roadway and bridge improvement projects to make implementation more cost effective.
9. Plan trail and pedestrian facilities to provide linkages between sidepaths, bicycle lanes and other non-motorized transportation facilities.

INTERGOVERNMENTAL COOPERATION AND PARTNERSHIPS

Ensure that the City's park, recreation and open space system is coordinated with adjacent municipalities, local school districts, and other government agencies to ensure that the recreation opportunities are maximized.

1. Collaborate with surrounding jurisdictions so that the City's park and open space system contributes to a regional system of environmental protection and public recreation.
2. Work with coalitions of sports and special interest recreation organizations to define mutually compatible facility needs and mechanisms for the development, construction, operation and maintenance of these facilities.
3. Continue to partner with the New Berlin School District and the Waukesha County Parks and Land Use Department in the provision of existing and new recreation uses, and to maximize the value of capital and operational expenses.
4. Continue partnerships with local park and recreation agencies in the provision of cost effective recreation programming for all users.

PLANNING AND FUNDING

Promote economic sustainability and stability of parks through efficient use of financial resources and evaluation of Plan goals.

1. Update the Park and Open Space Plan every five years to ensure that goals and objectives remain relevant, implementation strategies are realized and that the Plan is compliant with extramural funding organizations.
2. Evaluate the actions and implementation strategies on an annual basis to ensure opportunities for cost-sharing, partnerships, facility enhancements and land acquisitions are examined.
3. Utilize a variety of funding sources to enhance and maintain public recreational resources.
4. Pursuit of financial support should consider available funding sources, such as:
 - a. The State of Wisconsin Department of Natural Resources (DNR)
 - b. The New Berlin Capital Improvement Budget
 - c. Grants awarded by public and private foundations
 - d. Park Impact Fees collected from private developers
 - e. Cash-in-lieu of land dedication collected from private developers
 - f. Donations and gifts
 - g. City Operated Budget, including participation fees
 - h. Partnerships with private developers

OPERATIONS AND MAINTENANCE

Ensure that operations and maintenance of the park, open space and trail system is supported through appropriate levels of staffing and funding.

1. Ensure that the park and open space system is realistic and affordable, and that the costs required for long term, quality management and maintenance are recognized.
2. Where feasible, the City should make use of management practices that minimize maintenance labor and operating costs, while providing for high-quality facilities.
3. Assure that parks, open space, and trails are managed and maintained in an environmentally responsible and cost-effective manner that preserves the underlying resources while being attentive to public enjoyment and safety concerns.
4. Utilize volunteers in managing and maintaining the open space and natural area system to supplement City resources.
5. Evaluate maintenance staffing levels and increase as required to ensure that proper care of park facilities is implemented. Development of new parks and recreation facilities should be implemented at a pace commensurate with the City's ability to provide proper maintenance and staffing.
6. Make use of water wise landscape principles, such as using low water demand plants, installing efficient irrigation systems, utilizing alternative / eco-friendly parking lot surfaces, and improving soil with adequate organic material.
7. Develop and implement the vehicle and equipment replacement schedule to provide for needed maintenance of parks facilities and grounds.



CHAPTER 5:

INVENTORY

NATURAL RESOURCE FEATURES

ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL AREAS

Primary Environmental Corridors

Primary environmental corridors within the City are generally located along perennial and intermittent streams and large wetland areas associated with Poplar Creek and Mill Creek.

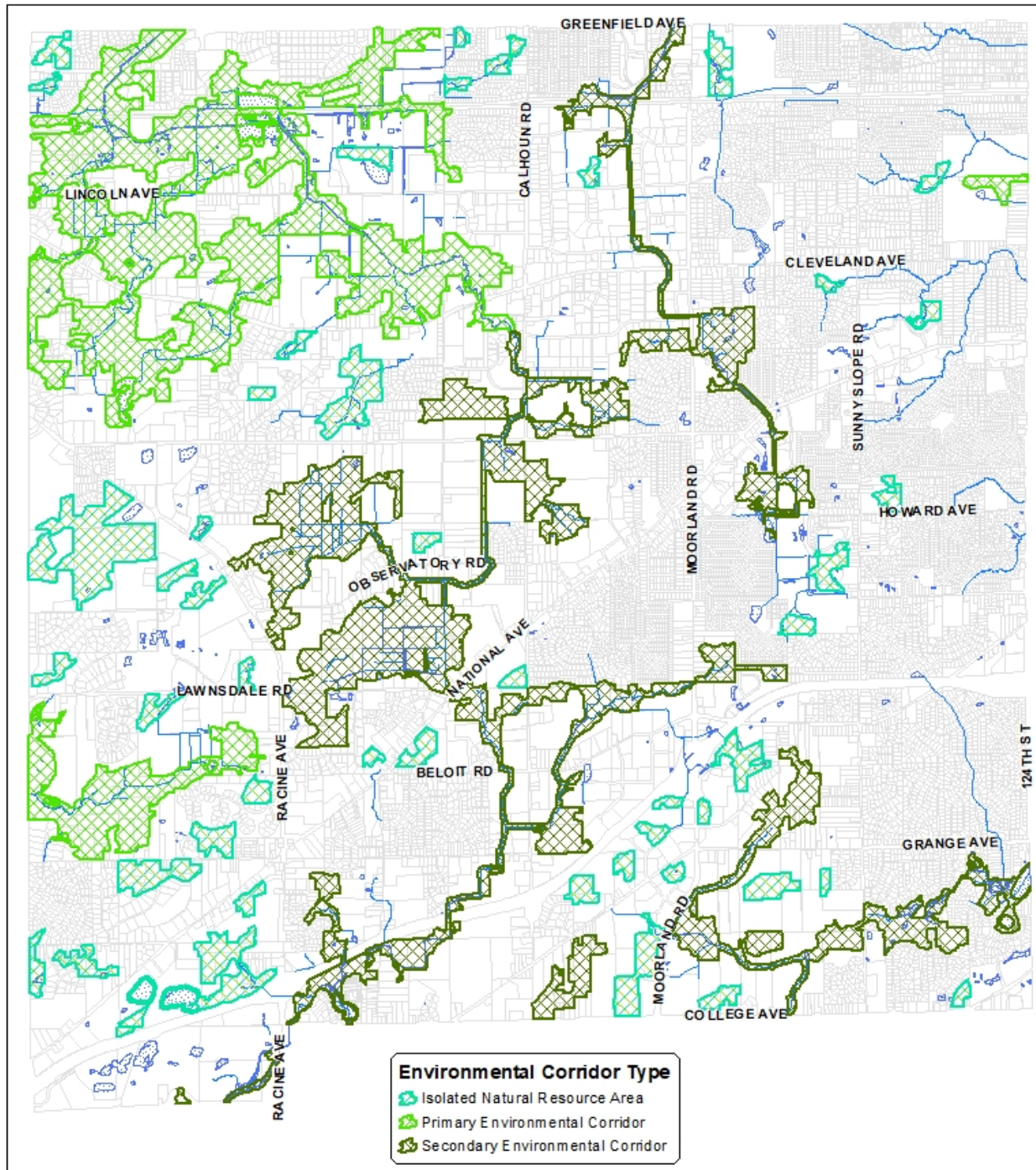
Secondary Environmental Corridors

Secondary environmental corridors in the City are generally located along Deer Creek and intermittent streams tributary to Poplar Creek.

Isolated Natural Resource Areas

Smaller concentrations of natural resources exist throughout the City and are generally isolated by urban development.

MAP 2: Environmental Corridors and Isolated Natural Resources



Source: City of New Berlin

NATURAL AREAS AND CRITICAL SPECIES HABITAT

Please reference Chapter 5 of the City's Comprehensive Plan for more information on these Natural Areas and Critical Species Habitats.

Natural Areas

There are two known Natural Areas, classified as NA-3 sites, within the City limits. The New Berlin Woods, also known as Deer Creek Sanctuary, is the only Natural Area containing rare species habitat of local significance that is entirely under protective ownership. This area contains small dry-mesic hardwoods with shallow depressions that retain water in the spring. Dominant trees include white and red oaks and sugar maple. The flora species of concern is the American gromwell (*Lithospermum latifolium*).

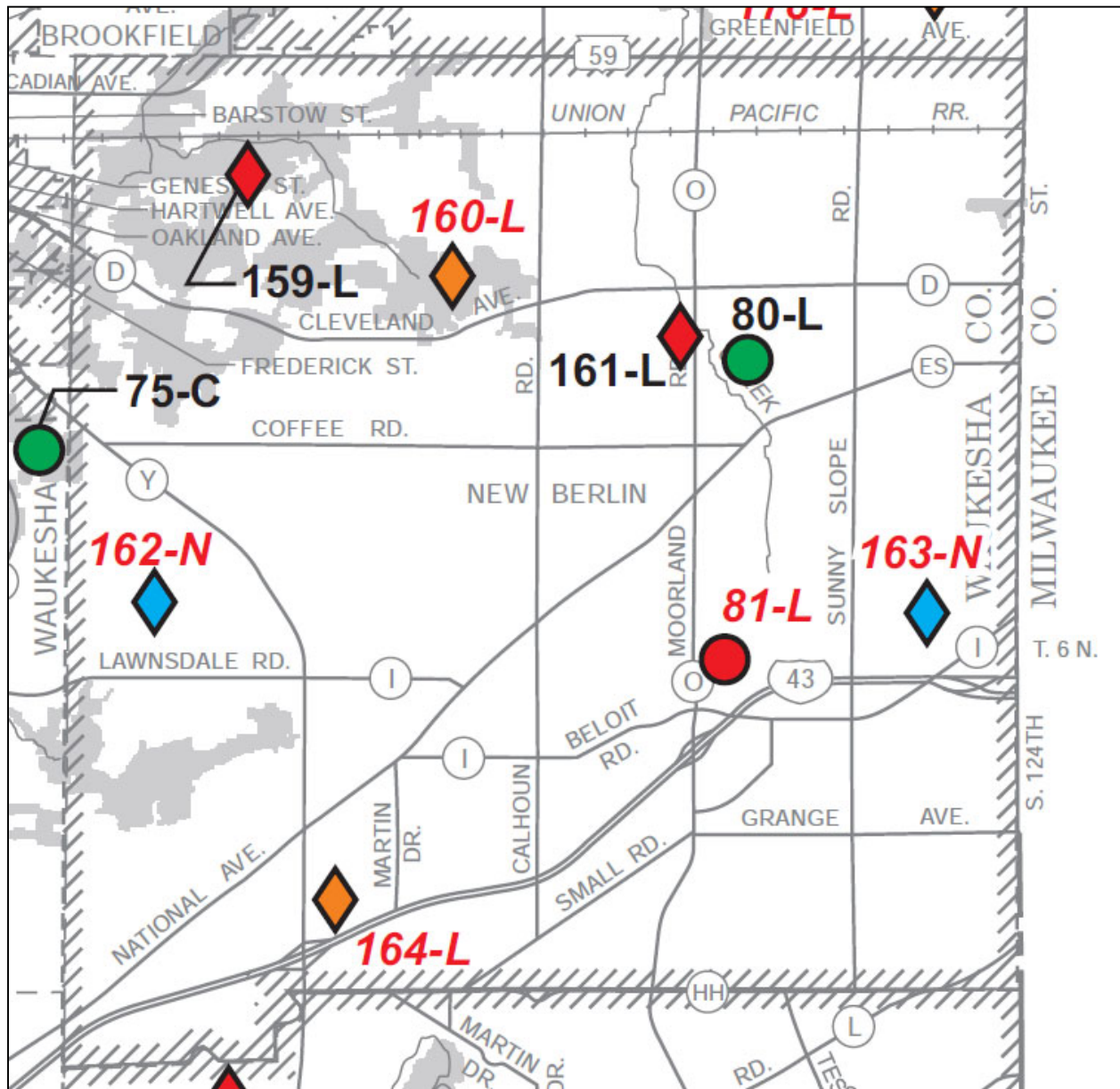
Critical Species Habitat

Prior to 2014, there were six known locations within the City that contained areas of Critical Species Habitat. Since SEWRPC's 2014 report, three of these sites no longer met site designation criteria and have been delisted. Stigler Woods is the only Critical Species Habitat site within the City of New Berlin that is partially under protective ownership. Stigler Woods supports a population of heartleaved skullcap (*Scutellaria ovata*), a State-designated special concern species.

OPEN SPACE

The City's parks system is notable for natural areas and ecological characteristics that occur as independent sites and/or features within maintained areas of parks. However, the City does not formally manage an interconnected system of open space for the purpose of scenic or environmental protection, agricultural uses or recreation. While open space preservation is a planning objective of the City, the acquisition, management and maintenance of acreage for conservation purposes requires short and long-term planning.

MAP 3: Natural Areas and Critical Species Habitat



CURRENT STATUS AND PLAN RECOMMENDATION	NA-1 SITE	NA-2 SITE	NA-3 SITE	CRITICAL SPECIES HABITAT	RECOMMENDED OWNERSHIP KEY:
ENTIRELY UNDER PROTECTIVE OWNERSHIP/ PROTECTIVE OWNERSHIP TO BE RETAINED	▲	■	●	◆	S-STATE GOVERNMENT C-COUNTY GOVERNMENT L-LOCAL GOVERNMENT P-PRIVATE CONSERVANCY ORGANIZATION N-NO PROTECTIVE OWNERSHIP RECOMMENDED
PARTIALLY UNDER PROTECTIVE OWNERSHIP/ REMAINDER OF SITE TO BE ACQUIRED	▲	■	●	◆	27-SITE REFERENCE NUMBER (SEE TABLE 43)
NOT UNDER PROTECTIVE OWNERSHIP/ ENTIRE SITE TO BE ACQUIRED	(NONE)	■	●	◆	55-NEWLY IDENTIFIED SITE REFERENCE NUMBER (SEE TABLE 43)
NOT UNDER PROTECTIVE OWNERSHIP/ TO BE PRESERVED TO EXTENT PRACTICABLE WITHOUT PROTECTIVE OWNERSHIP	(NONE)	(NONE)	(NONE)	◆	PRIMARY ENVIRONMENTAL CORRIDORS

Source: Wisconsin Department of Natural Resources and SEWRPC

RECREATIONAL RESOURCES

The City of New Berlin maintains 29 park and recreation sites that provide a variety of outdoor recreation opportunities for community members. These parks are characterized by features associated with maintained facilities and natural components. A variance in these landscape qualities and management policies provides for a balance of active, passive and scenic recreational activities. The main purpose of this Park and Open Space Plan Update concerns municipal-owned park and recreation facilities. City owned facilities are supplemented by other public and private recreation sites.

In addition to City owned and maintained parkland, there are many other recreational facilities and protected natural areas in New Berlin that are publically owned. There is a total of 1,319 acres of public parkland in the City, including both City and non-City owned. Waukesha County provides recreational facilities through Minooka Park, as well as the New Berlin Recreational Trail. The School District of New Berlin and the West Allis – West Milwaukee School District manage seven public school grounds, which accommodate public recreational uses during non-school hours.

There are various private recreational facilities within the City limits. These facilities include private recreation, open space, cemeteries and private schools.

TABLE 6: Public Recreation Sites

Managing Organization	Number of sites	Total Acreage	Description
City Department of Parks, Recreation and Forestry	29	817	Developed and undeveloped parkland, natural areas (conservancies), and special use parks; recreational trail.
Waukesha County	1	380	Nature-based parkland; regional recreational trail
School District of New Berlin	6	116*	Range of facilities that include playfields and sports fields for football, soccer, baseball, and softball
West Allis- West Milwaukee School District	1	6 *	Baseball sandlot, playfields and play equipment
TOTAL	37	1,319	

* Acreage includes total area of parcel; recreational school grounds would be a portion of this acreage

Sources: SEWRPC; City of New Berlin

PUBLIC RECREATIONAL PARKS AND FACILITIES

Each Publically Owned Recreational Park and Facility is classified into one of two categories: City Owned and Non-City Owned. City Owned Parks and Facilities consist of Neighborhood Parks, Community Parks, Conservancy Areas and Special Use Parks. Non-City Owned Parks and Facilities consist of County Parks and School Parks. An inventory of every publically owned park was completed. However, the Park and Open Space Plan will primarily focus on City Owned Parks and Facilities for the comprehensive site assessment to determine areas for improvement.

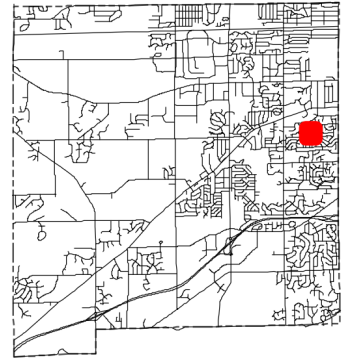
BIWER PARK

NEIGHBORHOOD PARK



Amenities:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Ball Diamond • Basketball Court • Hiking Trail • Playground (with poured-in-place surfacing) | <ul style="list-style-type: none"> • Small Shelter • Swings • Swing(s) – ADA accessible • Volleyball Court |
|---|--|



3495 S Sandalwood Drive

Improvements:

8.8 acres

The site encompasses woodlands within an isolated natural resource area. The park is accessible from Kirkwood Drive to the northwest and from Sandalwood Drive to the east.

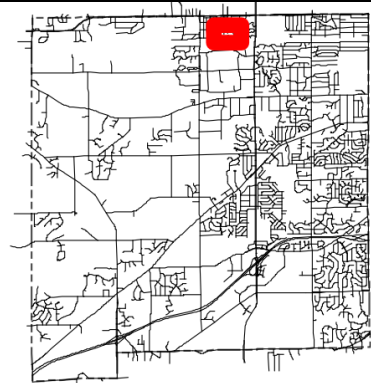
BUENA PARK

NEIGHBORHOOD PARK



Amenities:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Ball Diamonds • Basketball Court • Bike Trail Access • Parking Lot • Pickleball Courts • Picnic Area | <ul style="list-style-type: none"> • Playgrounds • Restrooms • Shelters • Soccer Field • Swings • Tennis Courts |
|---|---|



16301 W Coachlight Drive

Improvements:

- Replace playground (west).

24.7 acres

An asphalt trail connects this park to the New Berlin Recreation Trail. Buena Park is accessible from 167th Street, 165th Street, and Coachlight Drive.

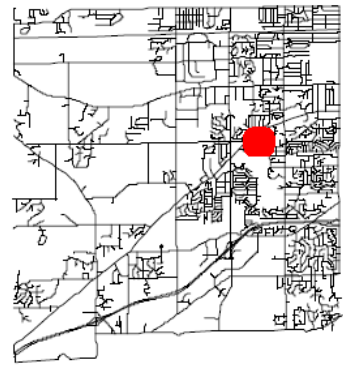
DEER CREEK PARK

NEIGHBORHOOD PARK



Amenities:

- Undeveloped



3575 S 147th Street

Improvements:

- Construct an off road recreational trail to link Deer Creek Park to City Center (west), Regal Park (south) and Deer Creek Sanctuary (north).

3.1 acres

The site encompasses secondary environmental corridor. Deer Creek Park is accessible from 147th Street.

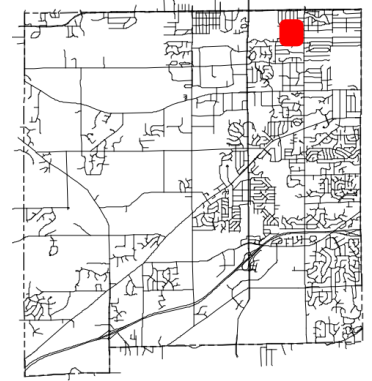
GATEWOOD PARK

NEIGHBORHOOD PARK



Amenities:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Basketball Court • Bike Trail Access • Fishing Pond • Playground • Sledding | <ul style="list-style-type: none"> • Small Shelter • Soccer Fields • Swings • Trail |
|---|---|



14201 W Kostner Lane

Improvements:

- Accessible routes.
- Replace shelter.

9.2 acres

An access trail connects users to the New Berlin Recreation Trail. Gatewood Park is accessible from Kostner Lane.

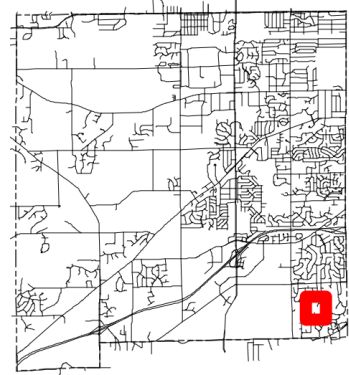
HIGH GROVE PARK

NEIGHBORHOOD PARK



Amenities:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Ball Diamond • Basketball Court • Hiking Trail | <ul style="list-style-type: none"> • Playground • Small Shelter • Swings |
|--|---|



13405 W Eagle Trace

Improvements:

- Replace playground.

14.9 acres

The site encompasses wetlands within a secondary environmental corridor. The park is mostly woodlands with a large open space containing a pavilion and playground. High Grove Park is accessible from Eagle Trace.

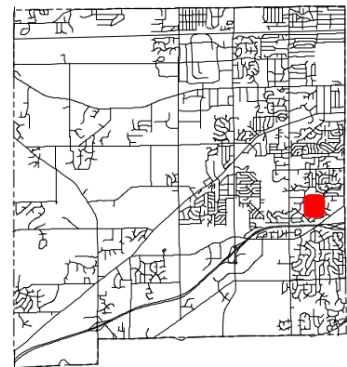
MAPLE RIDGE PARK

NEIGHBORHOOD PARK



Amenities:

- Ball Diamond
- Basketball Court
- Playground
- Shelter
- Soccer Field
- Swings
- Trail



13200 W Maple Ridge Road

Improvements:

- Accessible routes.
- Replace playground.

8 acres

The site encompasses woodlands to the south. The park is accessible from Maple Ridge Road.

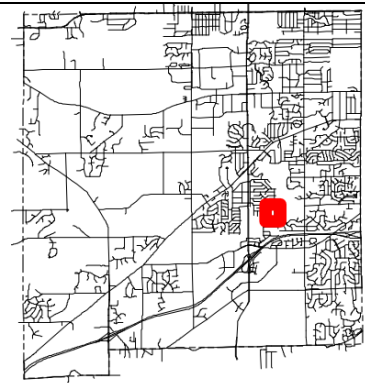
REGAL PARK

NEIGHBORHOOD PARK



Amenities:

- Ball Diamond
- Basketball Court
- Fishing Pond
- Playground
- Soccer Field
- Swings
- Trail
- Volleyball Court



4395 S Regal Drive

Improvements:

- Accessible routes.
- Construct an off road recreational trail to link Deer Creek Park to City Center(west), Regal Park(south) and Deer Creek Sanctuary(north).
- New shelter.
- Replace playground.

18.7 acres

The site encompasses woodlands within a secondary environmental corridor. Regal Park is accessible from Regal Drive and Mayflower Drive.

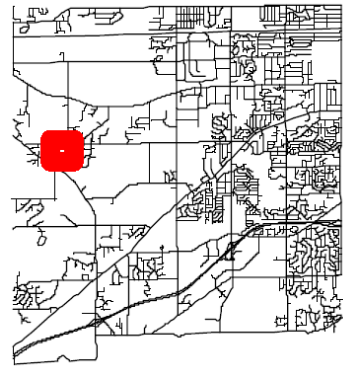
RUSTIC RIDGE PARK

NEIGHBORHOOD PARK



Amenities:

- Undeveloped



20425 W Coffee Road

Improvements:

19.2 acres

The site is fairly open with some wetlands. The park is accessible from Rustic Ridge Road.

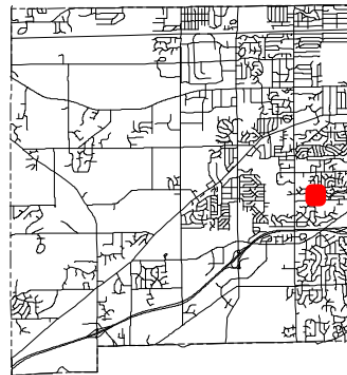
WEATHERSTONE PARK

NEIGHBORHOOD PARK



Amenities:

- Ball Diamond
- Basketball Court
- Nature Trail
- Playground (with poured-in-place surfacing)
- Small Shelter
- Swings
- Swing(s) – ADA accessible



13355 W Linfield Drive

Improvements:

- Accessible routes

8.4 acres

The park encompasses wetlands and woodlands within an isolated natural resources area. Weatherstone Park is accessible from Linfield Drive.

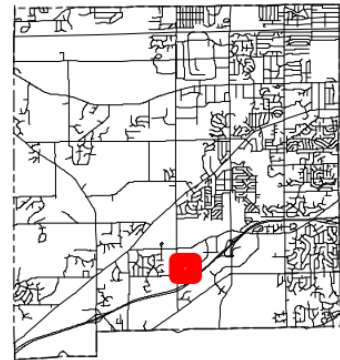
CALHOUN PARK

COMMUNITY PARK



Amenities:

- Ball Diamonds
- Basketball Court
- Fishing Pond
- Hiking Trails
- Parking Lots
- Playgrounds
- Picnic Area
- Restrooms
- Shelters
- Sledding
- Soccer Fields
- Swings



5500 S Calhoun Road

Improvements:

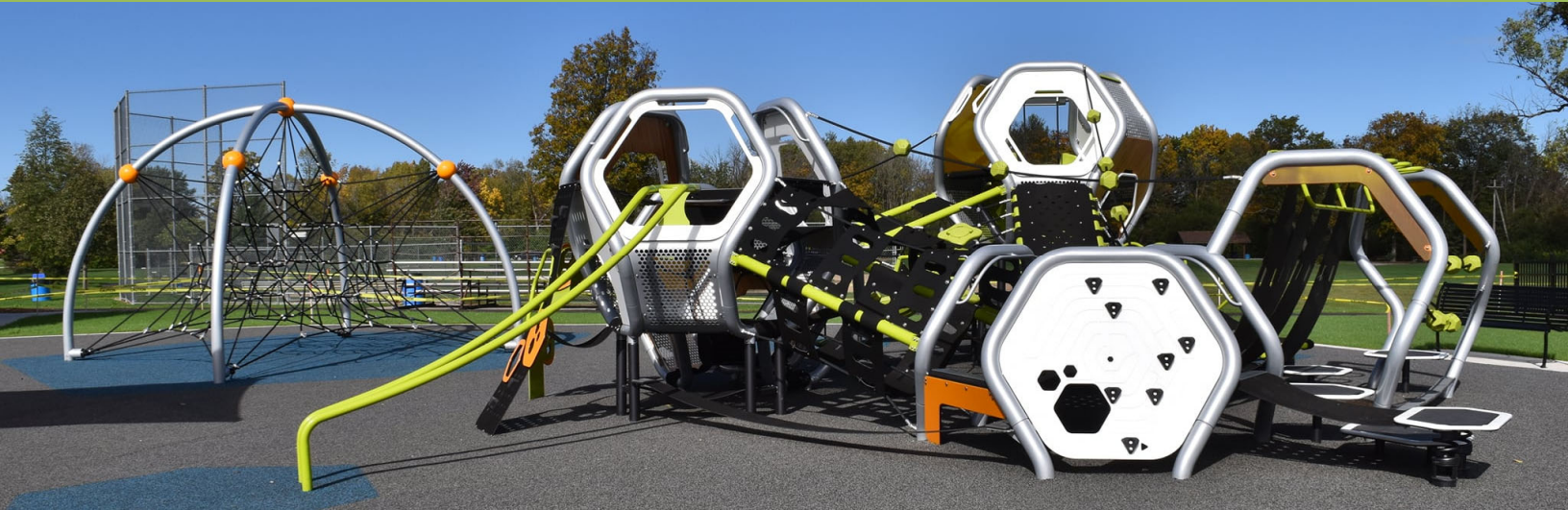
- Accessible routes.
- Bridge Maintenance.
- Parking lot replacement (south).
- Replace playground (south).
- Replace Shelter #3 and restroom with new park structure.

55 acres

The park encompasses woodlands within secondary environmental corridor. Both parking lots are accessible from Calhoun Road.

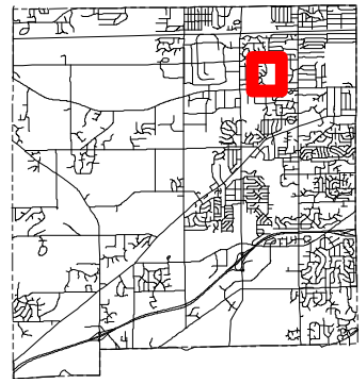
LIONS PARK

COMMUNITY PARK



Amenities:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Ball Diamond • Basketball Court • Community Center • Fishing Ponds • Parking Lots • Picnic Areas • Playground (with poured-in-place surfacing) | <ul style="list-style-type: none"> • Restrooms • Shelters • Soccer Fields • Swings • Swing(s) – ADA accessible • Tennis Courts • Trail • Volleyball Court |
|--|---|



14800 W Overland Trail

Improvements:

- New shelter near restrooms.

39.9 acres

The park includes the New Berlin Community Center, which is home to the Senior Center and Food Pantry. The parking lots are accessible from Overland Trail and Lincoln Avenue.

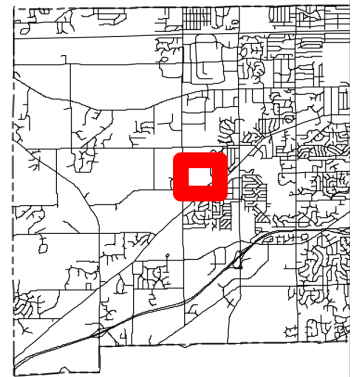
MALONE PARK

COMMUNITY PARK



Amenities:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Ball Diamonds (lit) • Basketball Courts • Concessions • Hiking Trails • Parking Lots • Picnic Area • Playground (with poured-in-place surfacing) | <ul style="list-style-type: none"> • Restrooms • Shelters • Soccer Fields • Swings • Swing(s) – ADA accessible • Tennis Courts (lit) • Volleyball Courts (lit) |
|--|---|



16400 W Al Stigler Parkway

Improvements:

- Accessible routes.
- Add pickleball courts.
- Explore purchasing the 71 acre Posner Property.
- North parking lot replacement.
- Replace gazebo with new park structure.
- Replace Shelter #1 and concessions with new park structure.
- Replace Shelter #2 with new park structure.

90 acres

The park encompasses wetlands and woodlands within a secondary environmental corridor. The parking lots are accessible from Al Stigler Parkway and Observatory Road.

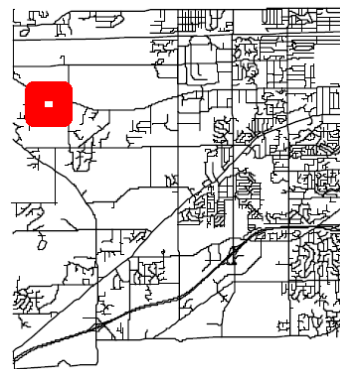
MILHAM PARK

COMMUNITY PARK



Amenities:

- Undeveloped



20855 W Cleveland Avenue

Improvements:

39.2 acres

The site encompasses primary environmental corridor and wetlands. Milham Park is accessible from Cleveland Avenue.

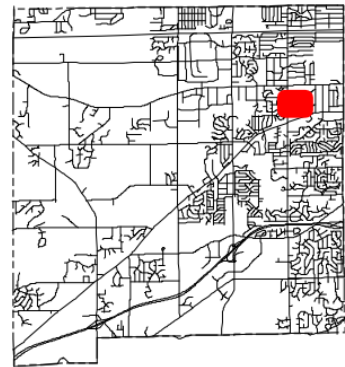
PROHEALTH CARE PARK

COMMUNITY PARK



Amenities:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Ball Diamond • Basketball Court • Parking Lot • Picnic Area • Playground (with poured-in-place surfacing) | <ul style="list-style-type: none"> • Restrooms • Shelters • Soccer Fields • Swings • Walking Paths |
|---|---|



2950 S Sunny Slope Road

Improvements:

- Accessible routes.

23.4 acres

The park encompasses wetlands and woodlands. ProHealth Care Park is accessible from Sunny Slope Road.

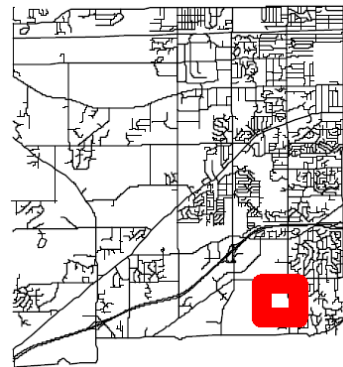
SECTION 35 PARK

COMMUNITY PARK



Amenities:

- Parking Lot
- Soccer Fields
- Walking Paths



5851 S Sunny Slope Road

Improvements:

- Acquire approximately 56.7 acres of parkland.
- Construct an off road recreational trail to link Valley View Park to Section 35.
- Pave Phase 1 parking lot.
- Upon acquiring additional land to the west, construct athletic complex and continue construction of the multi-use trail.

39.2 acres

The park encompasses wetlands and secondary environmental corridor. Section 35 Park is accessible from Sunny Slope Road

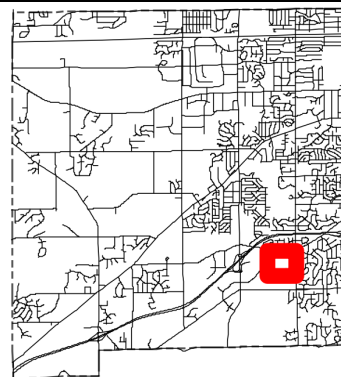
VALLEY VIEW PARK

COMMUNITY PARK



Amenities:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Archery Range • Ball Diamonds • Basketball Court • Cross Country Ski • Disc Golf Course • Hiking Trails • Parking Lots • Pickleball Courts | <ul style="list-style-type: none"> • Picnic Area • Playgrounds • Restrooms • Shelters • Sledding • Soap Box Derby • Soccer Fields • Tennis Courts |
|---|---|



5051 S Sunny Slope Road

Improvements:

- Accessible routes.
- Construct an off road recreational trail to link Valley View Park to Section 35.
- Parking lot replacement (north, south, and southwest).
- Replace Restroom #2.
- Replace playground (southwest).

73.8 acres

The site encompasses wetlands and woodlands within secondary environmental corridor. The park is accessible from both Sunny Slope Road and Small Road.

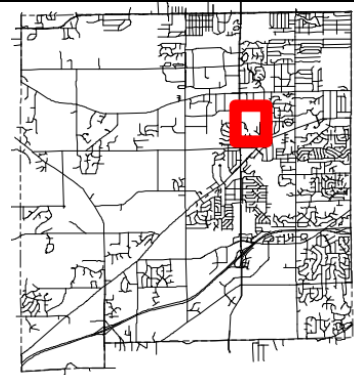
DEER CREEK SANCTUARY

CONSERVANCY AREA



Amenities:

- Bike Trail
- Paul Gihring Nature Trail



3250 S Acredale Road

Improvements:

- Construct an off road recreational trail to link Deer Creek Park to City Center(west), Regal Park(south) and Deer Creek Sanctuary(north).

47 acres

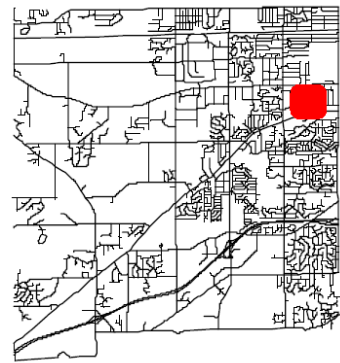
The site encompasses woodlands and wetlands within the secondary environmental corridor. Deer Creek Sanctuary is accessible from Acredale Road and Dakota Street.

FOUNTAIN SQUARE

CONSERVANCY AREA



Amenities:



2955 S 132nd Street

Improvements:

10 acres

The site encompasses isolated natural resources. Fountain Square is accessible from 132nd Street.

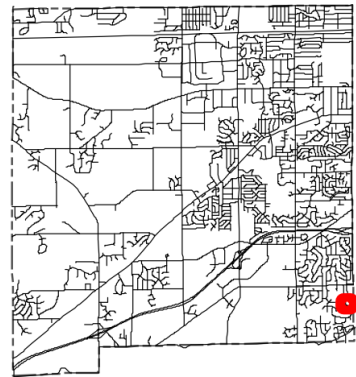
KELLY LAKE PARK

CONSERVANCY AREA



Amenities:

- Picnic Area



5780 S Frances Avenue

Improvements:

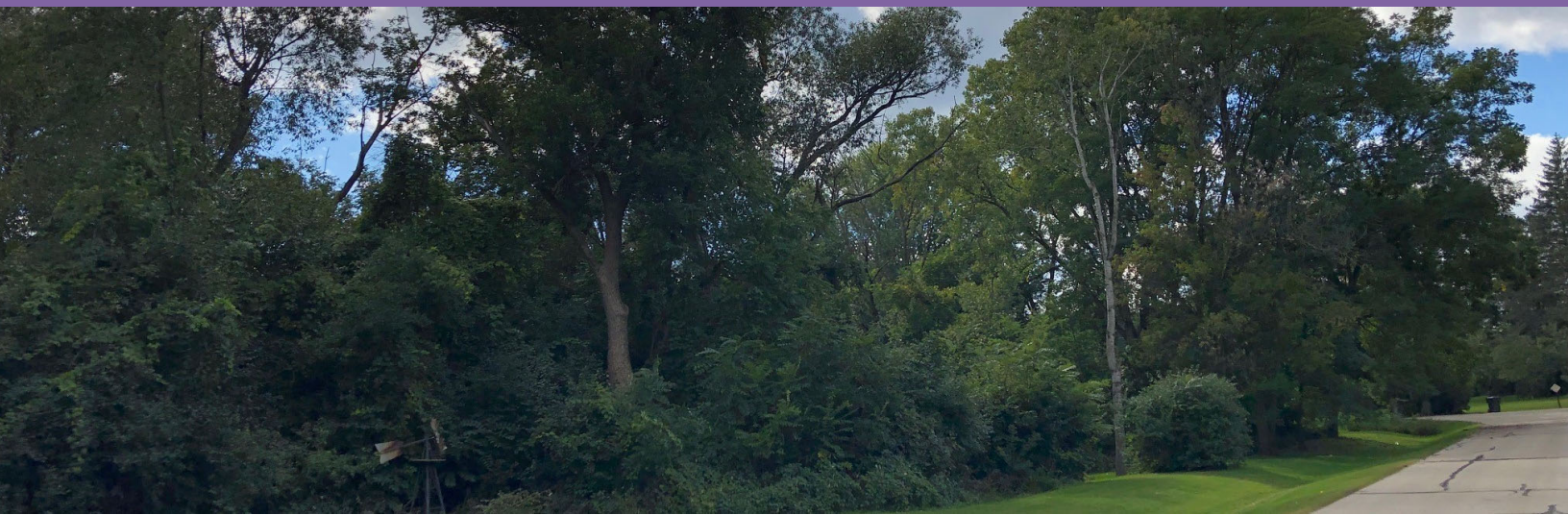
- Accessible route.

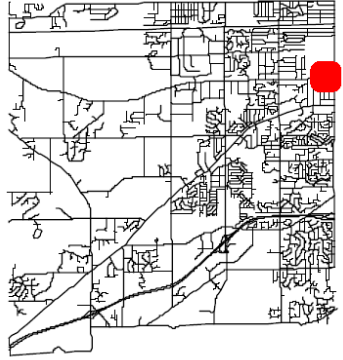
1 acre

The site encompasses wetlands within a secondary environmental corridor. Kelly Lake Park is accessible from Frances Avenue.

LAGOON PARKWAY

CONSERVANCY AREA



Amenities:	
12601 W Lagoon Road	
Improvements:	1 acre The site encompasses wetlands and woodlands. Lagoon Parkway is accessible from Lagoon Road.

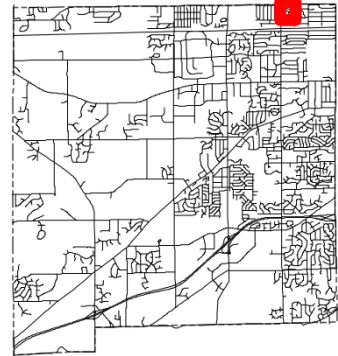
PROSPECT PARKWAY

CONSERVANCY AREA



Amenities:

- Trail



13800 W Prospect Place

Improvements:

- Replace bridge.

7 acres

The site encompasses native plantings. Prospect Parkway is accessible from Meadow Lane and Prospect Place, with a bridge connecting the two sides.

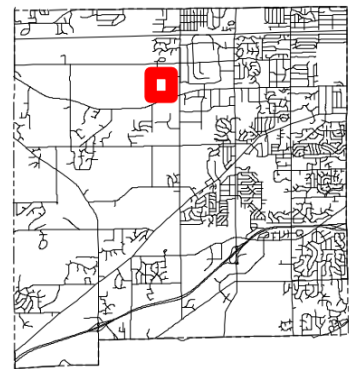
STIGLER NATURE PRESERVE

CONSERVANCY AREA



Amenities:

- Cross Country Ski
- Nature/Hiking Trail



17455 W Liberty Lane

Improvements:

- Accessible route.

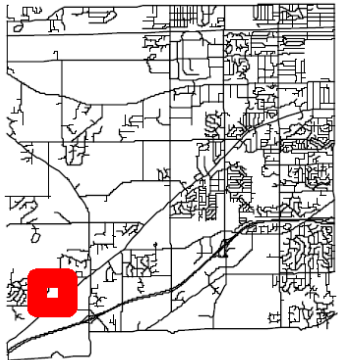
41 acres

The site encompasses wetlands and woodlands within primary environmental corridor. Stigler Nature Preserve is accessible from Liberty Lane.

STORMY ACRES PARK

CONSERVANCY AREA



Amenities: Undeveloped		
		21001 W Windsor Drive
Improvements:	21 acres	
	The site encompasses wetlands. Stormy Acres Park is accessible from Windsor Drive.	

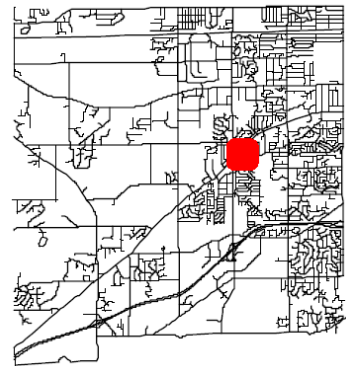
ACTIVITY & RECREATION CENTER

SPECIAL USE PARK



Amenities:

- Parking Lot
- Playground (with poured-in-place surfacing)
- Restrooms



15321 W National Avenue

Improvements:

- Complete construction on addition.

4 acres

The Activity and Recreation Center is used for a variety of recreation programs. The ARC is accessible from National Avenue and Wall Street.

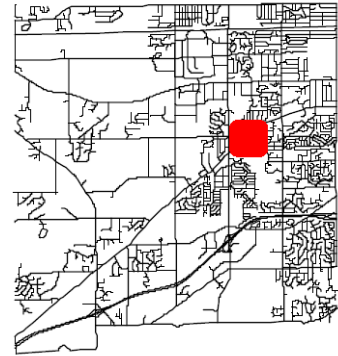
CITY CENTER PLAZA

SPECIAL USE PARK



Amenities:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Concessions • Ice Rink (synthetic) • Parking Lots | <ul style="list-style-type: none"> • Restrooms • Shelter • Trail |
|---|---|



15040 W Library Lane

Improvements:

- Construct an off road recreational trail to link Deer Creek Park to City Center(west), Regal Park(south) and Deer Creek Sanctuary(north).

1.4 acres

The Plaza is used for various events, including the Farmers Market, Winterfest and beer gardens. City Center Plaza is accessible from National Avenue, Library Lane and Michelle Witmer Drive.

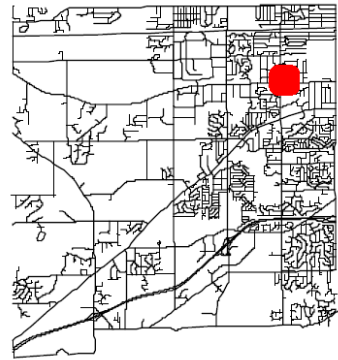
HICKORY GROVE CENTER

SPECIAL USE PARK



Amenities:

- Ball Diamonds
- Basketball Court
- Parking Lot
- Soccer Field



2600 S Sunny Slope Road

Improvements:

5 acres

The center houses classrooms, multi-purpose rooms, and a gymnasium. Hickory Grove Center is accessible from Sunny Slope Road and Cleveland Avenue.

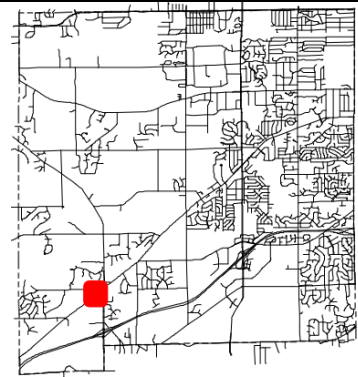
HISTORIC PARK

SPECIAL USE PARK



Amenities:

- Apple Orchard
- Museum
- Parking Lot
- Shelters
- Walking Trails



19885 W National Avenue

Improvements:

15 acres

This park is comprised of historic buildings, several of which are national landmarks. Historic Park is accessible from National Avenue.

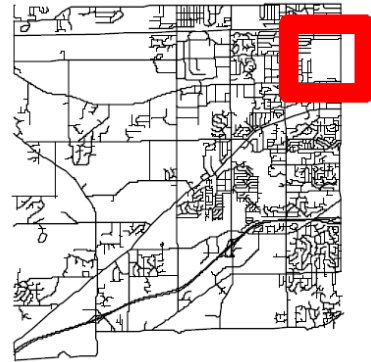
NEW BERLIN HILLS GOLF COURSE

SPECIAL USE PARK



Amenities:

- Club House
- Golf Course
- Parking Lot
- Restrooms



13175 W Graham Street

Improvements:

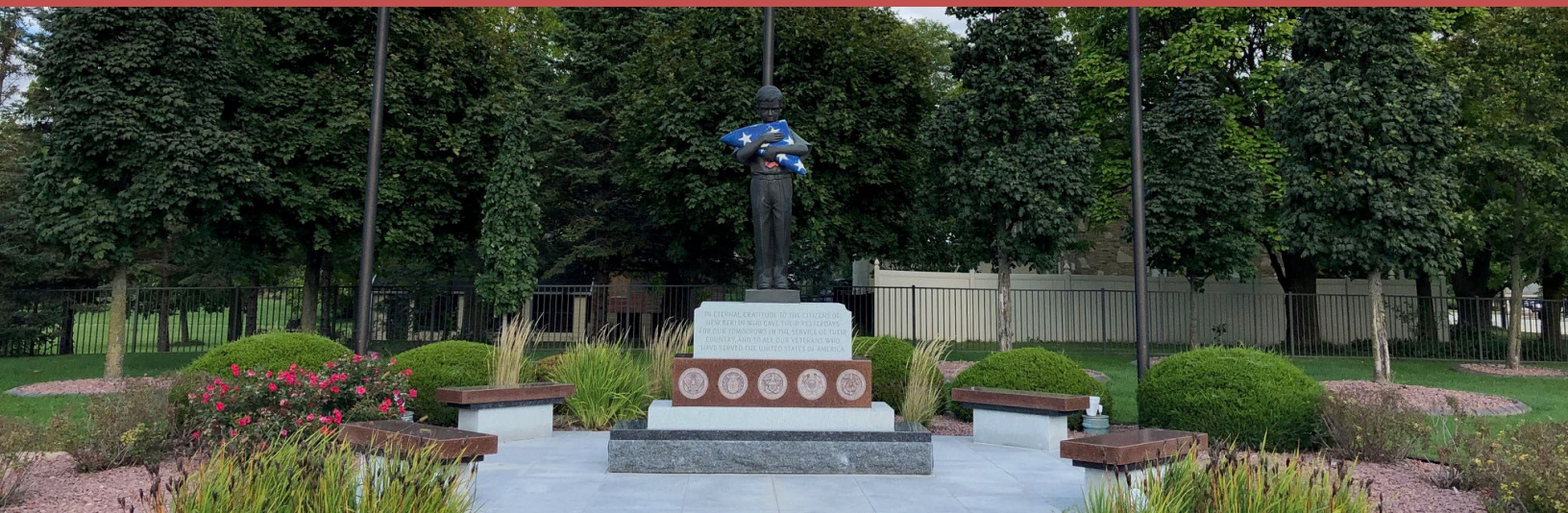
- Accessible route.

187 acres

This public golf course was established in 1907. New Berlin Hills Golf Course is accessible from Graham Street.

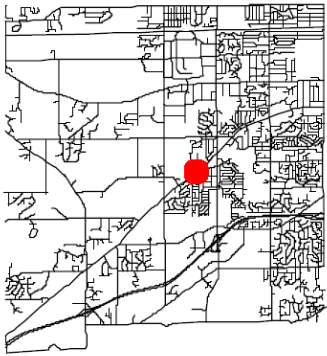
VETERAN'S MEMORIAL PARK

SPECIAL USE PARK



Amenities:

- Parking Lot
- Trail



16248 W National Avenue

Improvements:

0.4 acres

This memorial was dedicated in 2007 to honor New Berlin citizens who have served in the armed forces. Veteran's Memorial Park is accessible from Casper Drive.

NON-CITY FACILITIES

MINOOKA PARK (COUNTY PARK)

1927 Sunset Drive

Minooka Park is a 579-acre park located in the north-west portion of New Berlin, of which 380-acres are located within the western city boundary.

Amenities:

Archery Range
Cross Country Ski
Dog Park
Fishing Pond
Hiking Trails
Mountain Biking

Picnic Areas
Restrooms
Sledding
Swimming
Volleyball Courts

EISENHOWER MIDDLE-HIGH SCHOOL (SCHOOL PARK)

4333 Sunny Slope Road

Eisenhower Middle-High School is a 39-acre site located in the east-central portion of New Berlin.

Amenities:

Ball Diamonds
Football

Soccer Field
Track and Field

ELMWOOD ELEMENTARY SCHOOL (SCHOOL PARK)

5900 Sunny Slope Road

Elmwood Elementary School is a 2.4-acre site located in the southeast portion of New Berlin.

Amenities:

Ball Field
Basketball Goals

Playgrounds
Soccer Field

HERBERT HOOVER ELEMENTARY SCHOOL (SCHOOL PARK)

12705 Euclid Avenue

Herbert Hoover Elementary School is a 5.5-acre site located in the east-central portion of New Berlin.

Amenities:

Ball Field
Basketball Goals

Playground
Soccer Field

NEW BERLIN WEST MIDDLE-HIGH SCHOOL (SCHOOL PARK)

18695 Cleveland Avenue

New Berlin West Middle-High School is a 31.6-acre site located in the west-central portion of New Berlin.

Amenities:

Ball Diamonds
Football
Soccer Fields

Tennis Courts
Track and Field

ORCHARD LANE ELEMENTARY SCHOOL (SCHOOL PARK)

2015 Sunny Slope Road

Orchard Lane Elementary School is a 6.5-acre site located in the northeast portion of New Berlin.

Amenities:

Ball Fields
Basketball Goals

Playgrounds
Soccer Field

POPLAR CREEK ELEMENTARY SCHOOL (SCHOOL PARK)

17401 Cleveland Avenue

Poplar Creek Elementary School is a 6.6-acre site located in the west-central portion of New Berlin.

Amenities:

Ball Field
Basketball Goals

Playgrounds
Soccer Field

RONALD REAGAN ELEMENTARY SCHOOL (SCHOOL PARK)

4225 Calhoun Road

Ronald Reagan Elementary School is an 8.7-acre site located in the central portion of New Berlin.

Amenities:

Basketball Goals
Playgrounds

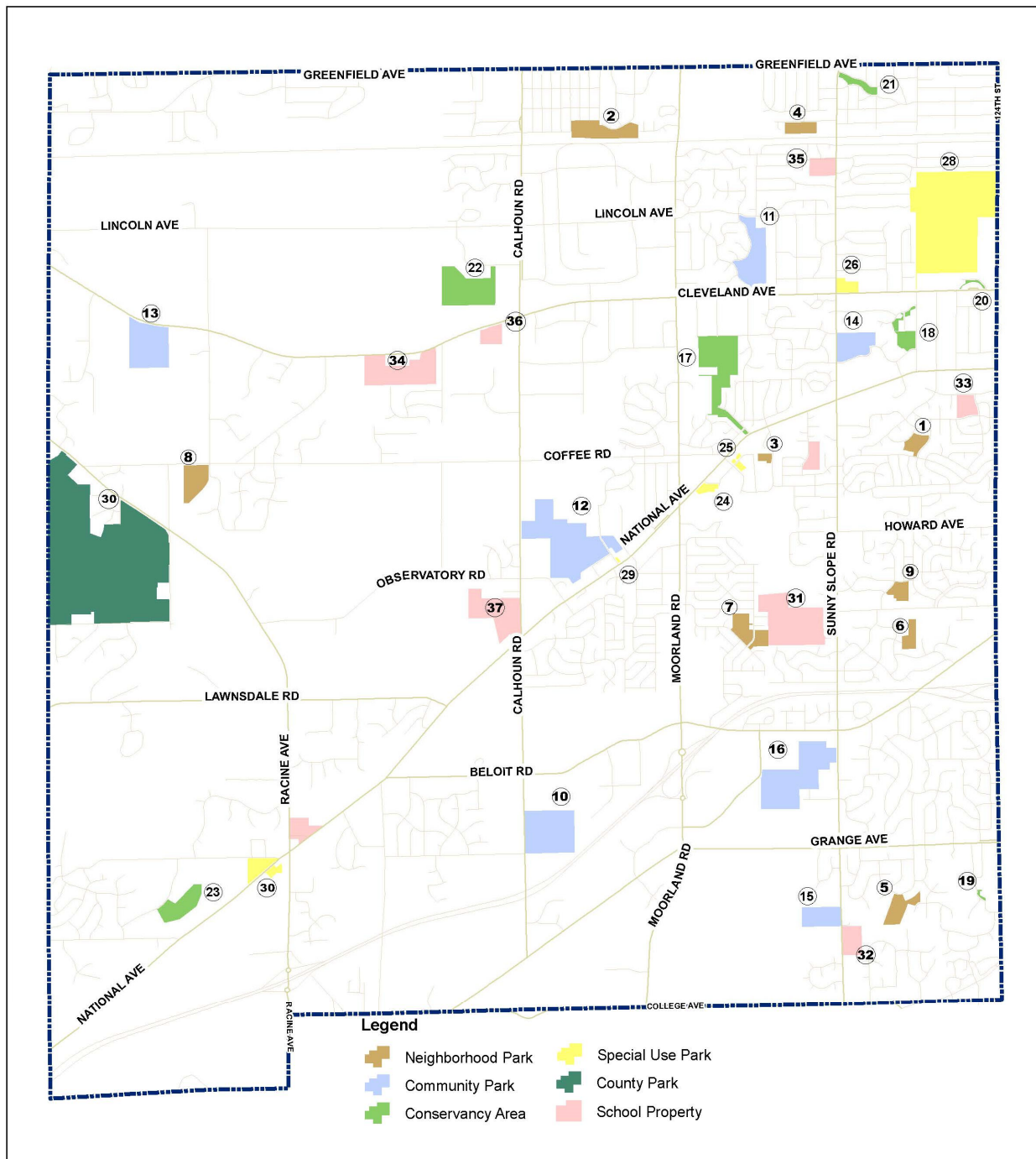
Soccer Field

TABLE 7: Public Park and Recreation Facilities

Park Name		Park Type
City Owned		
1	Biwer Park	Neighborhood Park
2	Buena Park	Neighborhood Park
3	Deer Creek Park (undeveloped)	Neighborhood Park
4	Gatewood Park	Neighborhood Park
5	High Grove Park	Neighborhood Park
6	Maple Ridge Park	Neighborhood Park
7	Regal Park	Neighborhood Park
8	Rustic Ridge Park (undeveloped)	Neighborhood Park
9	Weatherstone Park	Neighborhood Park
10	Calhoun Park	Community Park
11	Lions Park	Community Park
12	Malone Park	Community Park
13	Milham Park (undeveloped)	Community Park
14	ProHealth Care Park	Community Park
15	Section 35 Park	Community Park
16	Valley View Park	Community Park
17	Deer Creek Sanctuary	Conservancy Area
18	Fountain Square	Conservancy Area
19	Kelly Lake Park	Conservancy Area
20	Lagoon Parkway	Conservancy Area
21	Prospect Parkway	Conservancy Area
22	Stigler Nature Preserve	Conservancy Area
23	Stormy Acres Park	Conservancy Area
24	Activity and Recreation Center	Special Use Park
25	City Center Plaza	Special Use Park
26	Hickory Grove Center	Special Use Park
27	Historic Park	Special Use Park
28	New Berlin Hills Golf Course	Special Use Park
29	Veteran's Memorial Park	Special Use Park
Non-City Owned		
30	Minooka Park	County Park
31	Eisenhower Middle-High School	School Park
32	Elmwood Elementary	School Park
33	Herbert Hoover Elementary	School Park
34	New Berlin West Middle-High School	School Park
35	Orchard Lane Elementary	School Park
36	Poplar Creek Elementary	School Park
37	Ronald Reagan Elementary	School Park

Source: City of New Berlin

MAP 4: Public Park and Recreation Facilities



Source: City of New Berlin

PRIVATE RECREATIONAL PARKS AND FACILITIES

PRIVATE RECREATION FACILITY

Private Recreation facilities in the City are primarily limited to golfing activities. In addition to the 18-hole public golf course (New Berlin Hills), there are two additional courses (9 and 18 holes) and three driving ranges. Private acreage is also used for organizations that promote bow hunting and casting (angling). A 3-field league complex maintained by the Veterans of Foreign Wars (Ralph Sharping Memorial Field) affords baseball and softball uses, but is not available for City sponsored recreation use.

BICYCLE AND PEDESTRIAN FACILITIES

Each City owned Bicycle and Pedestrian Facility is classified into one of two categories: On Road and Off Road Facilities. On Road Facilities consist of Bicycle Lanes and Shoulder Paths; Off Road Facilities consist of Sidepaths and Trails. The Park and Open Space Plan will only focus on Off Road Trails. A complete inventory and analysis of Bicycle Lanes, Shoulder Paths and Sidepaths can be found in the Transportation Chapter of the City of New Berlin's Comprehensive Plan.

TRAILS

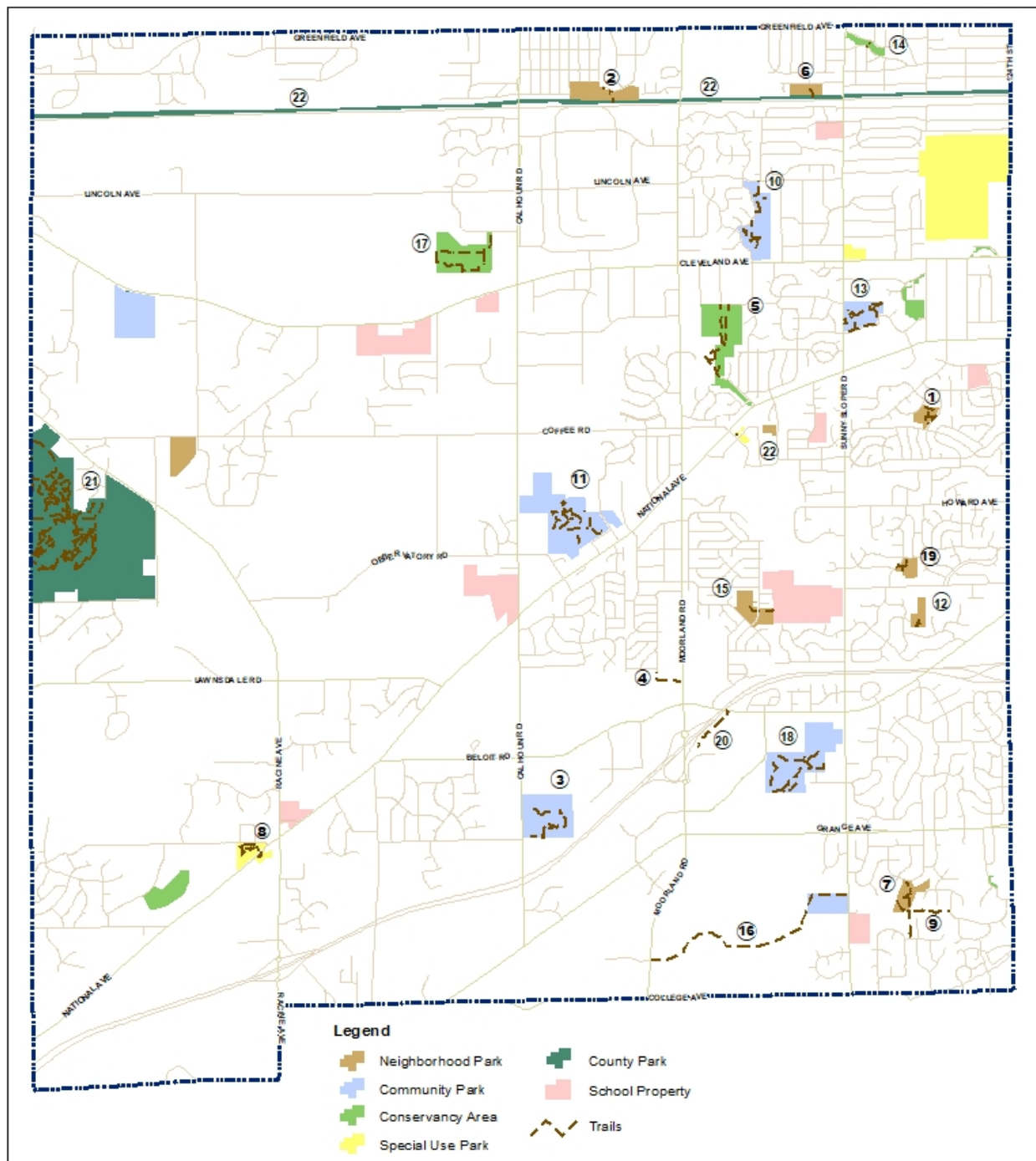
A variety of trail types can be found in New Berlin, including: Multi-Use, Bicycle, Regional, Nature and Hiking. An inventory of every public trail located within City property was completed. However, the Park and Open Space Plan will primarily focus on City Owned Trails for the comprehensive site assessment to determine areas for improvement.

TABLE 8: Public Trails

Trail Location/Municipal Park		Miles	Trail Type			Surface
			Connector	Internal	Notes	
City Owned						
1	Biwer Park	0.3		X	Hiking	Woodchip
2	Buena Park	0.12	X		Multi-Use	Asphalt
3	Calhoun Park	0.73		X	Hiking	Asphalt, grass
4	Children's Hospital Trail	0.2	X		Multi-Use	Asphalt
5	Deer Creek Sanctuary	1.06	X		Nature/Bicycle	Gravel, woodchip
6	Gatewood Park	0.09	X		Multi-Use	Gravel
7	High Grove Park	0.4	X	X	Hiking	Asphalt, gravel, woodchip
8	Historic Park	0.46		X	Walking	Concrete
9	Karrington / Woodfield Trail	0.45	X		Walking	Woodchip, boardwalk
10	Lions Park	0.77	X		Walking	Asphalt
11	Malone Park	1.3	X	X	Multi-Use/Hiking	Asphalt, woodchip
12	Maple Ridge Park	0.08		X	Hiking	Woodchip
13	Pro Health Care Park	0.94	X		Multi-Use	Asphalt, boardwalk
14	Prospect Parkway	0.04	X		Multi-Use	Asphalt
15	Regal Park	0.17	X		Walking	Gravel
16	Section 35 Trail	0.34	X		Multi-Use	Asphalt
17	Stigler Nature Preserve	0.95		X	Nature/Hiking	Woodchip
18	Valley View Park	1.36	X	X	Hiking	Gravel, woodchip
19	Weatherstone Park	0.19		X	Nature	Woodchip
20	Westridge Trail	0.33	X		Multi-Use	Asphalt, boardwalk
Non-City Owned (Waukesha County)						
21	Minooka Park	6		X	Nature	Grass, woodchip
22	New Berlin Recreational Trail	6	X		Regional	Asphalt

Source: City of New Berlin

MAP 5: Public Trails



Source: City of New Berlin



CHAPTER 6:

ANALYSIS

There are several ways to analyze how the various recreational needs of a community are being met. The National Recreation and Park Association (NRPA), along with other park and planning departments across the nation, are now placing more emphasis upon local standards and level of service. This change has occurred in recognition of the variability in the social, economic and physical aspects of our communities as such standards that work well for one community are often not appropriate for another. In recognition of this information, the following recommendations and standards were utilized in determining a baseline for parkland and recreational facility needs:

- The recommendations of the City's previous Park and Open Space Plans
- Per capita, jurisdictional, and accessibility standards outlined by the NRPA
- The recommendations of the Plan Commission and City staff

SERVICE AREA AND PARK DISTRIBUTION

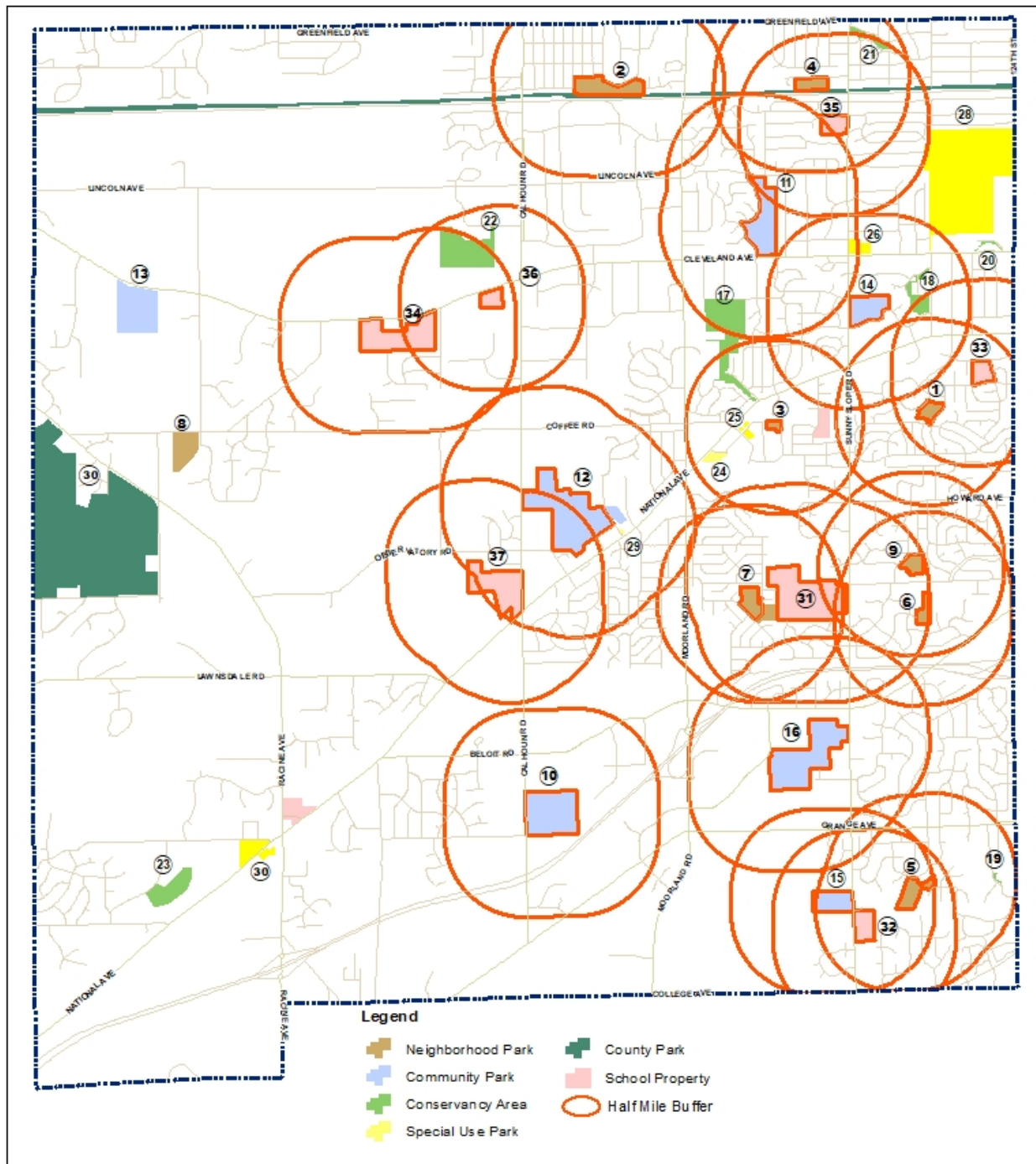
The distance that the population is from the park is a large determining factor for its ability to satisfy public needs. In order to maximize the public benefits and to provide safe access, parks should be located within a reasonable distance from the population they are intended to serve. It is also recommended that parks be distributed in a somewhat equitable fashion within a community to ensure that all residential areas are being served.

"Service Area Guidelines" prescribe the maximum distance that park users may reside, yet be considered served by a park. These guidelines are expressed in terms of straight-line distances (radii) from the park and do not take into consideration physical barriers, such as traffic arterials or natural features. Standard Service Areas recommended by the NRPA are outlined in Chapter 3 of this plan. These recommended service area guidelines serve as a general boundary for which to measure the parks ability to serve the population, and should be adjusted as necessary to suit local conditions. The following maps illustrate the extent of park service areas and distribution. In general, the greatest concentration of developed parks occur on the eastern half of the City where moderate-density residential uses are located, while the rural western sector has fewer park sites that remain largely undeveloped.

MAP 6 shows that the majority of moderate-density residential areas in the eastern sector of the City are served appropriately by Neighborhood Parks, with a few districts that are not being served. However, the areas that are not being served by a Neighborhood Park in the eastern sector of the City are being served by a Community Park. The western sector of the City is not adequately served by Neighborhood Parks according to this type of analysis. Many of the residential uses in this sector are more rural than those located in the eastern sector.

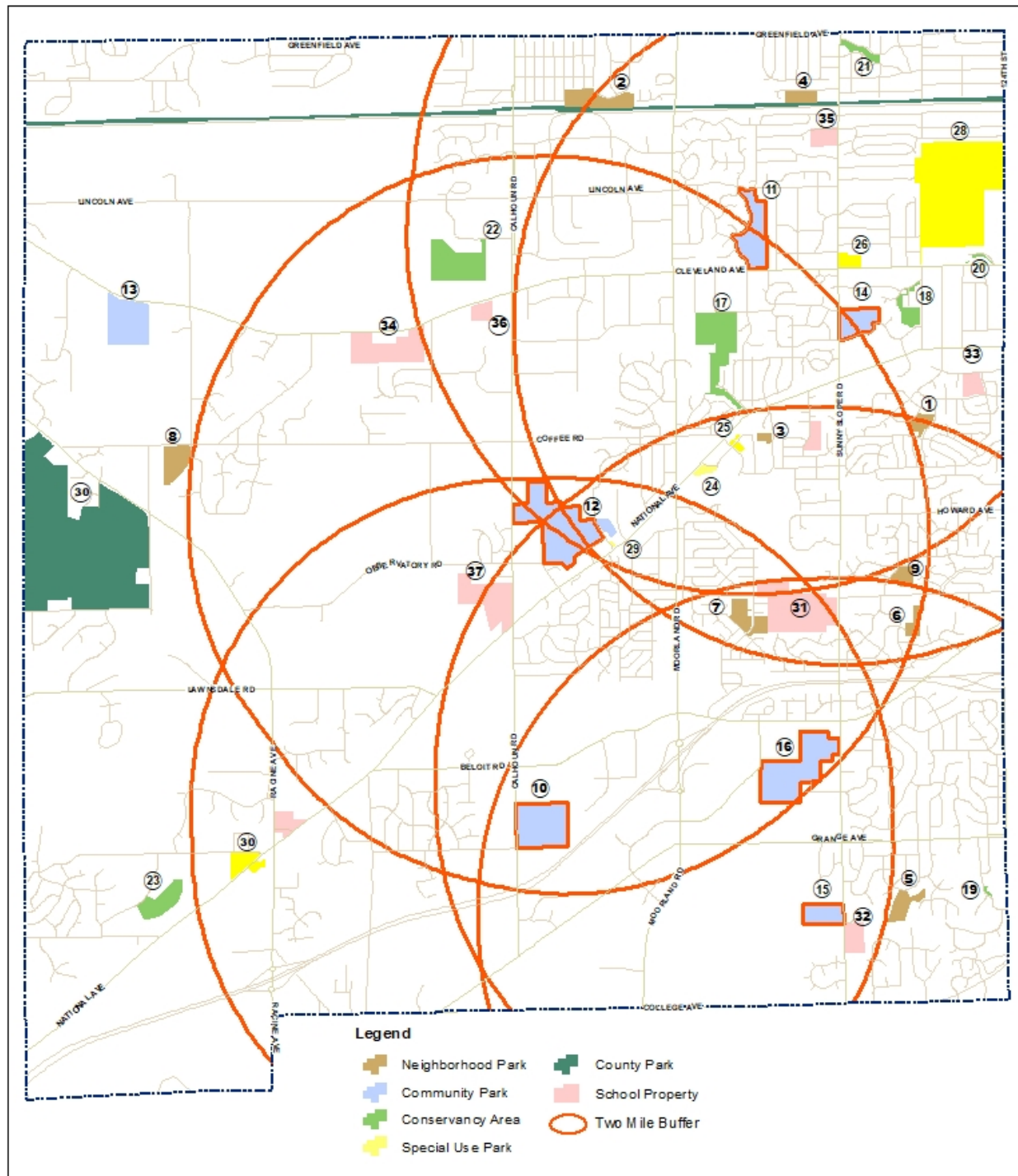
According to service area standards and park distribution shown in **MAP 7**, the eastern sector of the City is adequately served by Community Parks. The western sector of the City is not adequately served by Community Parks according to this type of analysis. Many of the residential uses in this sector are more rural than those located in the eastern sector.

MAP 6: Existing Service Area of Neighborhood Parks



Source: City of New Berlin

MAP 7: Existing Service Area of Community Parks



Source: City of New Berlin

PARKLAND ACREAGE

The following standards are based upon information prepared by the NRPA. These standards are intended to be used as a guide and should not be applied to all locations in the same manner. Varying social, economic, geographic and cultural factors of communities should be looked at when determining how the standards should be applied.

According to NRPA standards, the average neighborhood park is between 5 and 10 acres and community parks are between 30 and 50 acres. In New Berlin, these averages exceed NRPA's recommendations at 12.8 acres and 51.5 acres, respectively, as shown in **TABLE 9**. However, while looking at the developable parkland in New Berlin, the average size of these parks decreases to 6.5 acres for a neighborhood park and 24 acres for a community park. New Berlin neighborhood parks currently fall within NRPA's recommended standards for average park size, but the community parks do not.

TABLE 9: 2022 Park Size

Component	# of Facilities	City of New Berlin Gross Acreage		City of New Berlin Developable Acreage		NRPA
		Total Park Acreage	Average Park Size	Total Park Acreage	Average Park Size	
Neighborhood Park	9	115	12.8	58.9	6.5	5-10
Community Park	7	360.5	51.5	167.7	24	30-50

Source: City of New Berlin, NRPA

According to NRPA standards, for every 1,000 people in a community, 1 to 2 acres of neighborhood parks and 5 to 8 acres of community parks are needed, as shown in **TABLE 10**. In New Berlin, these averages exceed NRPA's recommendations for park acreage per 1,000 people with 2.8 acres and 8.9 acres, respectively. However, while looking at the developable parkland in New Berlin, the park acreage per 1,000 people decreases to 1.5 acres for neighborhood parks and 4.1 acres for community parks. New Berlin neighborhood parks currently fall within NRPA's recommended standards for park acreage per 1,000 people, but the community parks do not.

TABLE 10: Existing Park Acreage per 1,000 people - 2020 (population 40,451)

Component	City of New Berlin Gross Acreage		City of New Berlin Developable Acreage		NRPA Acres/1,000 People
	Total Park Acreage	Acres/1,000 People	Total Park Acreage	Acres/1,000 People	
Neighborhood Park	115	2.8	58.9	1.5	1-2
Community Park	360.5	8.9	167.7	4.1	5-8

Source: City of New Berlin, NRPA

Population forecasts predict an additional 4,689 people to be living in New Berlin by the year 2030. In order to accommodate this population increase, there must be a minimum of 45.1 acres of neighborhood parks and 225.7 acres of community parks in New Berlin, as illustrated in **TABLE 11**. Neighborhood parks within New Berlin currently meet the minimum amount set by NRPA with 58.9

acres. However, community parks within New Berlin are currently below the minimum amount set by NRPA with 167.7 acres. An additional 58 acres of developable parkland is needed by the year 2030 to be used for community parks.

TABLE 11: Additional Park Acreage needed by 2030 (projected population 45,140)

Component	NRPA Acres/ 1,000 People	Total Developable Park Acreage		Additional Developable Park Acreage 2030
		2020 (population 40,451)	2030 Needed, per NRPA (projected population 45,140)	
Neighborhood Park	1-2	58.9	45.1 – 90.3	0
Community Park	5-8	167.7	225.7 – 361.1	58

Source: City of New Berlin, NRPA

OTHER CONSIDERATIONS

According to population trends and projections, the City of New Berlin is expected to grow at a faster rate than it has in years past, as shown in **TABLE 13**. In addition to the projected population growth is the shift in the percentage of residents over the age of 65 living within the City. Accommodating the aging population should be looked into further when planning for parks and facilities within the City.

TABLE 13: Population Trends

Year	2000	2010	2020	2030	2040
Population	38,220	39,584	40,451	45,140	45,120
Net change	-	1,364	867	4,689	-20
% change	-	3.45%	2.19%	11.59%	-0.04%

Sources: Wisconsin DOA

Baseball, softball, and soccer participation remains a growing trend in New Berlin. In 2022, there were approximately 154 baseball and softball teams, which includes adult softball, NBAA and numerous select teams that play in New Berlin. There are 25 ball diamonds within public parks and an additional 13 on school properties. This leaves 154 teams sharing 38 diamonds, of which a third have limited availability and are only practice fields. In 2022, there were approximately 102 soccer teams, which includes NBAA and the New Berlin Soccer Club. There are 39 soccer fields within public parks and an additional 12 on school properties. This leaves 102 teams sharing 51 fields, of which many overlap with ball diamonds, have limited seasonal availability and are only practice fields.

It should be noted that these numbers do not include school district teams and their use. In recent years, the New Berlin School District itself has noted they do not have enough field space to host practices and games for their own teams and they too have sought to use City field space. Balancing the use of fields between the NBAA, the various select teams, the School District, and Recreation programs and leagues leaves little to no field space available for the general public to use, requires excess maintenance and supplies to try to keep the fields in playable conditions, and in some instances leaves the fields unrepairable. There is a greater need for fields than what is currently available in New Berlin.

Pickleball is a growing sport in recent years, with 47 different pickleball programs offered through the City's Recreation Department and a long waitlist for programs due to lack of court space. Currently, there are only three permanent pickleball courts in the City. Some of the City's tennis courts are striped for pickleball, but are only playable if people bring their own portable net or are participating in one of the scheduled programs offered by the Recreation Department.



CHAPTER 7:

RECOMMENDATION PLAN

The following section of the Park and Open Space Plan summarizes how the City plans to address the future needs of the community. These are broken into short-term and long-term actions, based upon public input, trends within the community and service standards. This major focus of this plan is to improve our existing facilities by making sure they comply with current standards and address the needs of the community.

SHORT-TERM IMPROVEMENTS: 1 TO 5 YEARS

ENHANCEMENTS TO EXISTING PARKS

The primary focus of this plan shall be to maintain and preserve existing parkland. The parks are heavily used by sports teams, as well as other community members, as outlined in the Analysis section. According to the service area standards and park distribution, additional parks are not needed in New Berlin. However, frequent and heavy use of these sports fields decreases the longevity of them. Consider improvements, such as resurfacing, reconstructing and redesigning existing fields. Additional upgrades to accommodate ADA standards and sustainable practices are also highly encouraged. Incorporate a variety of outdoor spaces in order to provide equal opportunities for all abilities and ages, especially since there is a projected shift in the average age of the population in New Berlin. Use the ADA Study, CVMIC Playground Safety Inspection Report, and PASER as tools to plan park improvement projects.

Buena Park

Replace playground (west).

Calhoun Park

Accessible routes.

Bridge Maintenance.

Parking lot replacement (south).

Replace playground (south).

Replace Shelter #3 and restroom with new park structure.

Gatewood Park

Accessible routes.

Replace shelter.

High Grove Park

Replace playground.

Lions Park

New shelter near restrooms.

Malone Park

Accessible routes.
Add pickleball courts.
Parking lot replacement (north).
Replace gazebo with new park structure.
Replace Shelter #1 and concessions with new park structure.
Replace Shelter #2 with new park structure.
Baseball diamond improvements (lighting, fencing, netting).

Maple Ridge Park

Accessible routes.
Replace playground.

New Berlin Activity and Recreation Center

Buildout of Phase 2 (currently under construction).

ProHealth Care Park

Accessible routes.

Regal Park

Accessible routes.
New shelter.
Replace playground.

Valley View Park

Accessible routes.
Add pickleball courts.
Parking lot replacement (north, south, and southwest).
Renovate Restroom #2.
Replace playground (southwest).

Various Parks

Park Shelter Maintenance.

ACQUISITION, DEDICATION AND PRESERVATION OF PARKLAND & OPEN SPACE

Although the service area standards do not call for additional Community Parkland, the parkland acreage standards do. Consider areas of land that are within close proximity to moderate-density residential uses. These areas shall also contain high quality landscapes, woodlands or wetlands to be used for passive public uses.

Section 35

Acquire approximately 56.7 acres of parkland to serve as a Community Park.

DEVELOPMENT OF VACANT PARKLAND

According to the parkland acreage standards, additional Community Parkland is needed. The focus is to keep developed parkland in the eastern sector of the City where moderate-density residential uses are located and to provide accessible connections to these highly populated areas.

Section 35

Add pickleball courts.

Upon acquiring additional land to the west, construct athletic complex.

TRAILS

Create a “People Movement” Plan by developing a network of trails that connects people to sought-after destinations or nodes. These destinations may include, but are not limited to: schools, parks and open spaces, business districts, commercial districts, and public transportation.

Section 35

Upon acquiring additional land to the west, continue construction of a multi-use trail.

OPERATIONS AND MAINTENANCE

Maintain existing City facilities and provide best management practices to minimize operating and maintenance costs while providing high-quality facilities.

Community Center

Evaluate current and future needs of this facility, including rentable space and storage.

DPW Facility

Evaluate current and future needs of this facility, including rentable space and storage.

Hickory Grove Center

Evaluate current and future needs of this facility, including rentable space and storage.

TABLE 14: Parks CIP Budget

Project		Estimated Cost				
		2023	2024	2025	2026	2027
1	Buena Park Replace playground.	\$25,000	\$200,000			
2	Calhoun Park Accessible routes. Bridge Maintenance. Parking lot replacement. Replace playground. Replace Shelter #3 and restroom.		\$90,000	\$900,000	\$89,000	
3	Gatewood Park Accessible routes. Replace shelter.		\$15,000	\$150,000		
4	High Grove Park Replace playground.				\$20,000	\$200,000
5	Lions Park Build new shelter near restrooms.					\$20,000
6	Malone Park Accessible routes. Add pickleball courts. Parking lot replacement. Replace all shelters. Baseball diamond improvements.	\$3,550,000	\$1,500,000	\$525,000		
7	Maple Ridge Park Accessible routes. Replace playground.	\$25,000	\$200,000			
8	ProHealth Care Park Accessible routes.				\$10,000	\$100,000
9	Regal Park Accessible routes. New shelter. Replace playground.				\$30,000	\$300,000
10	Section 35 Park Add pickleball courts. Construct athletic complex and trail.		\$440,000		\$800,000	\$11,000,000
11	Strategic Planning Community Center DPW Facility Hickory Grove Center	\$175,000				
12	Valley View Park Accessible routes. Add pickleball courts. Parking lot replacement. Renovate Restroom #2. Replace playground.			\$490,000	\$1,000,000	
13	Various Parks Park shelter maintenance.	\$125,000	\$50,000			

Source: City of New Berlin

LONG TERM IMPROVEMENTS: 6 TO 20 YEARS

ENHANCEMENTS TO EXISTING PARKS

Continue to maintain and preserve existing parkland. Consider improvements, such as resurfacing, reconstructing and redesigning existing fields. Additional upgrades to accommodate ADA standards and sustainable practices are also highly encouraged. Use the ADA Study, CVMIC Playground Safety Inspection Report, and PASER as tools to plan park improvement projects.

ACQUISITION, DEDICATION AND PRESERVATION OF PARKLAND & OPEN SPACE

As additional facilities are needed within the parks, consider expansion of parkland. Focus on the development of parkland in the eastern sector of the City where moderate-density residential uses are located.

Malone Park

Explore the opportunity for possible expansion of Malone Park by purchasing the 71 acre Posner Property (section 15), which is located northwest of Malone Park.

DEVELOPMENT OF VACANT PARKLAND

Focus on the development of parkland in the eastern sector of the City where moderate-density residential uses are located.

Special Use Facilities within Neighborhood or Community Park

Research, plan and explore public/private partnerships for special use facilities, such as a skate park. Consider other park and recreational facilities as needs and opportunities arise

TRAILS

Create a “People Movement” Plan by developing a network of trails that connects people to sought-after destinations or nodes.

City Center Trail

Construct an off road recreational trail to link Deer Creek Park to City Center(west), Regal Park(south) and Deer Creek Sanctuary(north).

Valley View Park Trail

Construct an off road recreational trail to link Valley View Park to Section 35.

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT: Pinnacle Engineering on behalf of Rob DuCharme / 2-Lot Certified Survey Map

LOCATION: 19455 W. Observatory Road

REQUEST: Approval of a 2-Lot Certified Survey Map

REVIEW SCHEDULE:

CSM Received:	10/19/2022
Completeness Determination:	10/19/2022
90-day time limit expires:	1/17/2023
Final Common Council Action:	12/13/2022

D.R.C. RECOMMENDATION: Recommend to Common Council approval of the 2-Lot Certified Survey Map for the property located at 19455 W. Observatory Road subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLAN COMMISSION STAFF REPORT

Meeting of December 5, 2022

Pinnacle Engineering on behalf of Rob DuCharme / 2-Lot Certified Survey Map
19455 W. Observatory Road

DATE STAFF REPORT CREATED: November 7, 2022

APPLICANT / OWNER(S): Pinnacle Engineering / Rob DuCharme

REQUEST / DESCRIPTION OF PROJECT: Approval of the 2-Lot Certified Survey Map for the property located at 19455 W. Observatory Road.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 10/19/2022

DATE OF COMPLETENESS DETERMINATION: 10/19/2022

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 5/25/18, 11/19/20, 8/30/22

Site Visit(s): 11/17/22

CONCEPTUAL PLAN: Yes, a CSM has been submitted.

SIZE OF DEVELOPMENT / PARCEL(S): 46.15 acres

CURRENT ZONING: R-1/R-2 (Rural Conservation Single-Family Residential District) & C-1 (Upland Resource Conservancy District)

CURRENT LAND USE: Single-Family Residential

PROPOSED ZONING: N/A

PROPOSED LAND USE: Single-Family Residential

PROPOSED LOT SIZE: Lot #1: 5.0 acres, Lot #2: 40.3377 acres

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: A-2 & C-2

Land Use: Single-Family Residential/Farmland

South: Zoning: R-1/R-2 & C-1

Land Use: Single-Family Residential/Farmland

East: Zoning: R-1/R-2

Land Use: Single-Family Residential

West: Zoning: R-1/R-2 & Q-1 PUD

Land Use: Single-Family Residential/Commercial

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 12: Neighborhood “B”: West Lincoln Avenue & Western Area: Yes, this submittal meets the intent of this Chapter.

Planning Context / Vision / Development Policies:

Vision:

- *The area of New Berlin generally west of Calhoun Road should be a regional model of rural development. Any development shall occur as a mix of conservation development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood-oriented retail.*

Development Policies:

- *While agricultural uses are encouraged to remain, it is recognized that the area may develop for residential conservation subdivisions. Residential uses shall be permitted and accommodated pursuant to these policies. As agricultural lands transition to residential developments, the subdivision design should incorporate farming and agriculture uses as viable open space options.*

Land use:

- *Future Land Use Map: Country Residential*

ZONING CODE (Chapter 275): Yes, this request meets the requirements of Section 275-33B(1) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

PUBLIC HEARING REQUIRED: No

CONDITIONAL USE REQUIRED: No

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes, a Certified Survey Map was submitted.

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, Secondary Environmental Corridor.

Wetland On Property: Wetlands have been registered on the City’s Zoning Map, see file #: WD-2202295. Wetlands were field delineated by Eric Parker, as assured delineator with Hartland Ecological Group, Inc. on June 16, 2022.

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: The site slopes from west to east.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A

Woodland, Tree, and Vegetation Protection: N/A

Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Wetlands have been registered on the City's Zoning Map, see file #: WD-2202295. Wetlands were field delineated by Eric Parker, as assured delineator with Hartland Ecological Group, Inc. on June 16, 2022.

STORM WATER MANAGEMENT / DRAINAGE: 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

Sewer Shed Capacity Available: N/A

Adequate Linkage: N/A

Onsite System Required: Yes

WATER USAGE CALC.: No increase.

TRAFFIC IMPACT: No increase.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION:

1971 Existing home built.

CONSISTENCY WITH PREVIOUS ACTION: N/A

FINDINGS:

1. Per Section 275-33D of the Zoning Code, the minimum lot area is 5 acres and the minimum lot width is 200' in the R-1/R-2 District. The proposed lots meet the minimum lot dimensions.
2. The applicant intends to keep the existing home on Lot 1.
3. Wetlands have been registered on the City's Zoning Map, see file #: WD-2202295. Wetlands were field delineated by Eric Parker, as assured delineator with Hartland Ecological Group, Inc. on June 16, 2022.

D.R.C. RECOMMENDATION:

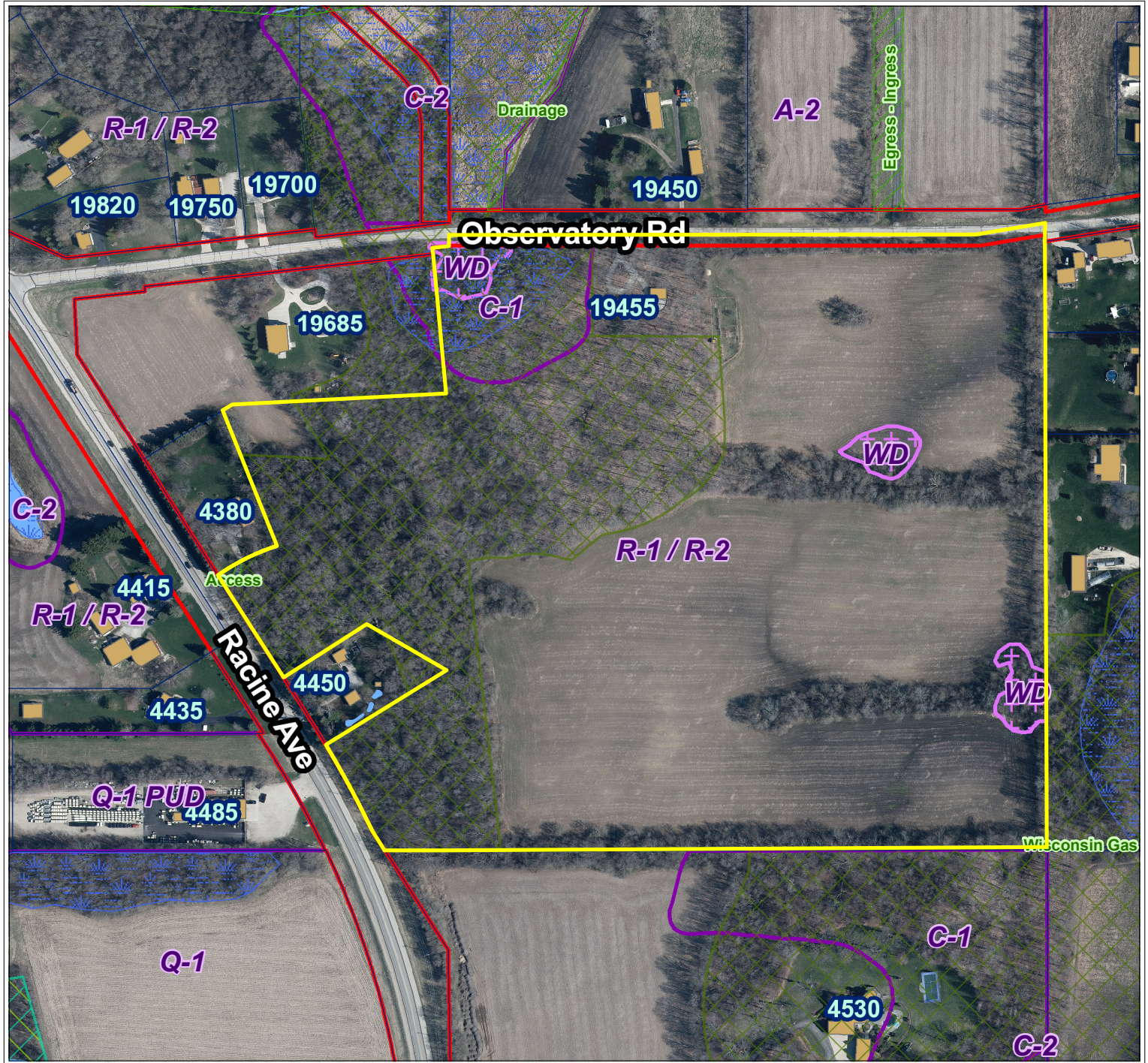
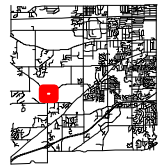
Recommend to Common Council approval of the 2-Lot Certified Survey Map for the property located at 19455 W. Observatory Road subject to the application, plans on file and the following conditions:
See Executive Summary.

ATTACHMENTS:

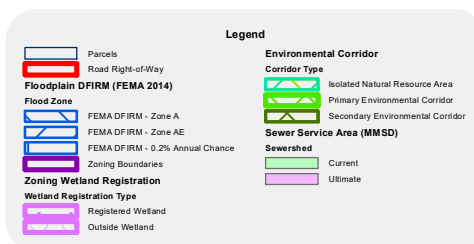
Location Map

CSM

LD-2202296
DuCharme 2-Lot CSM
19455 W. Observatory Road



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



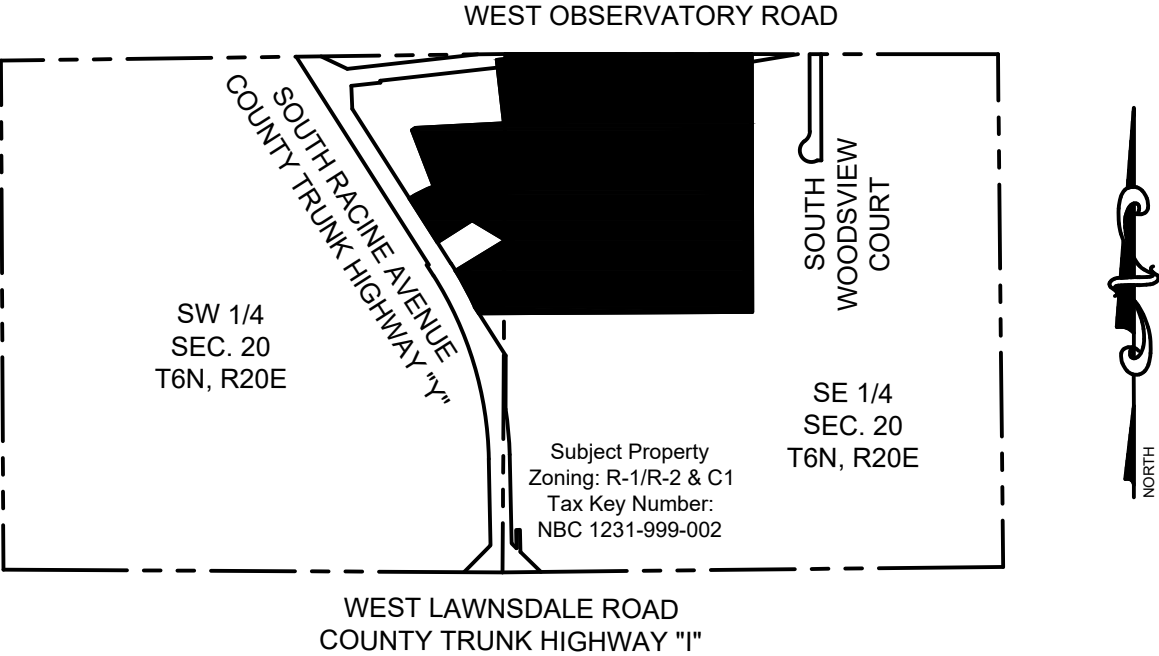
0 115 230 Feet

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.

CERTIFIED SURVEY MAP
NO. _____

Being all of the Northwest 1/4 of the Southeast 1/4
and a part of the Northeast 1/4 of the Southwest 1/4
of Section 20, Township 6 North, Range 20 East, City
of New Berlin, Waukesha County, Wisconsin

VICINITY SKETCH
SCALE 1"=1000'

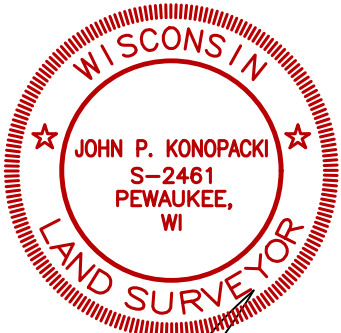


NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT. at all interior lot corners.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Southeast 1/4 of Section 20, Township 6 North, Range 20 East has a bearing of N89°58'24"W.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0333G AND 55133C0334G with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- WETLANDS DELINEATED BY HEARTLAND ECOLOGICAL GROUP INC. JUNE 2022.
- SECONDARY ENVIRONMENTAL CORRIDOR PER HEARTLAND ECOLOGICAL GROUP INC. JULY 2022.
- RIGHT OF WAY OF COUNTY TRUNK HIGHWAY "Y" BASED ON PLAT OF RIGHT OF WAY PROJECT SO355(I) 474429.
- DRIVEWAY NOTE: A 24 foot wide driveway shall be allowed on Lot 2 of this Certified Survey Map per Waukesha County Access Permit No. _____. The driveway can serve up to two residential lots. The driveway is to be centered in a 30 foot wide Driveway Easement if lots are developed off Racine Avenue.

Prepared for:
Robert D. Ducharme and Jeanette T.
Ducharme Revocable Trust of 2022
19455 W. Observatory Road
New Berlin, WI 53151

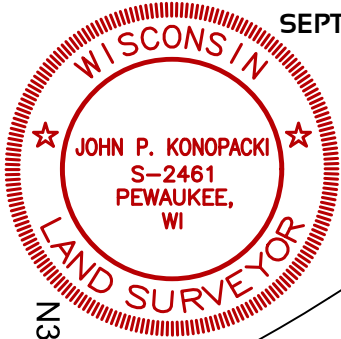
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888



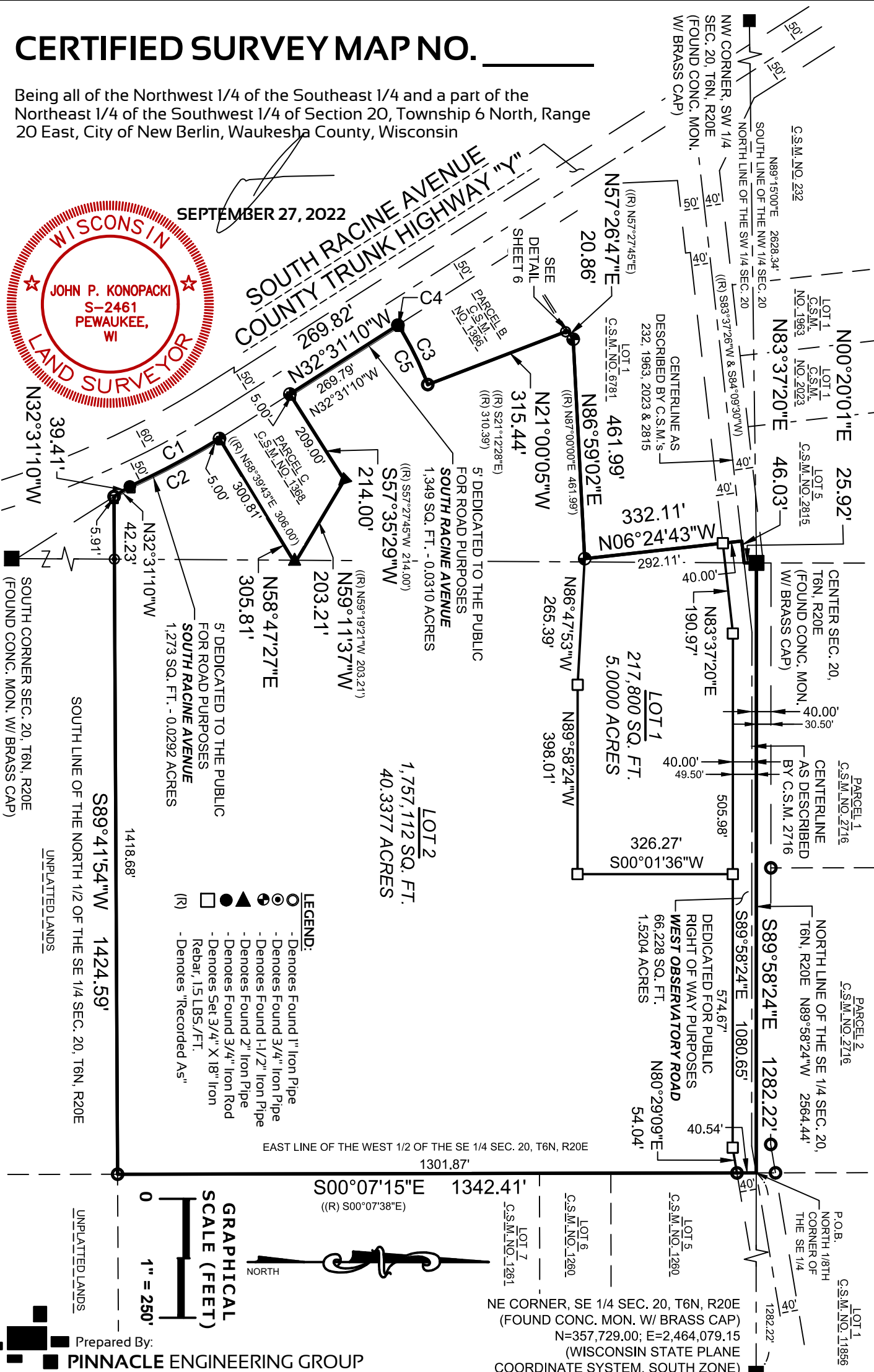
SEPTEMBER 27, 2022

CERTIFIED SURVEY MAP NO. _____

Being all of the Northwest 1/4 of the Southeast 1/4 and a part of the
Northeast 1/4 of the Southwest 1/4 of Section 20, Township 6 North, Range
20 East, City of New Berlin, Waukesha County, Wisconsin



SEPTEMBER 27, 2022

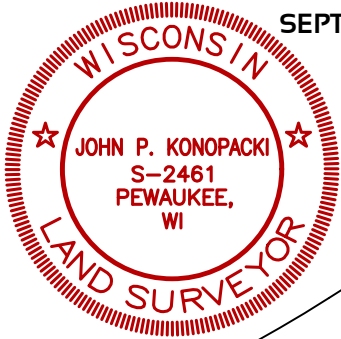


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20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

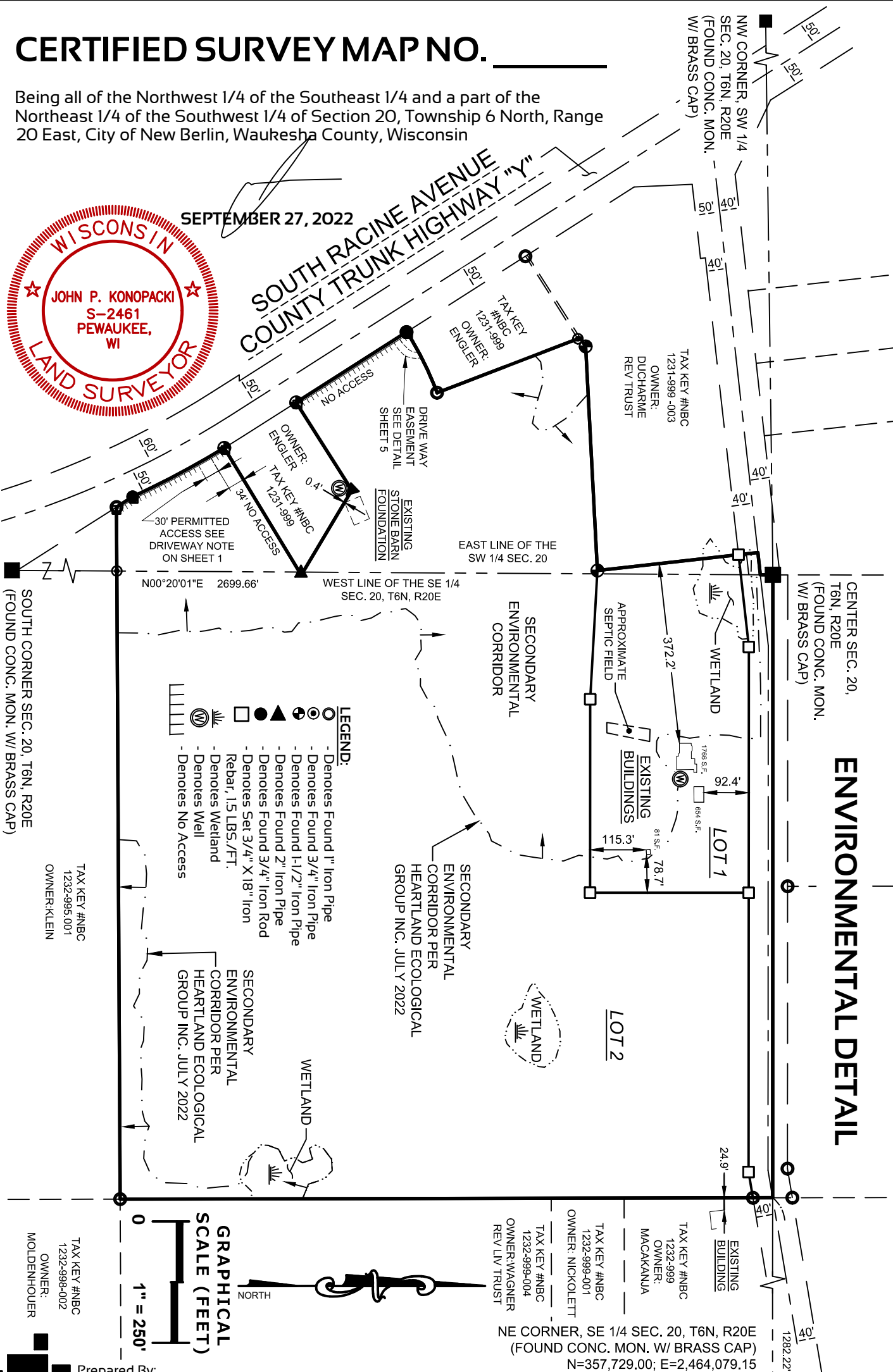
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being all of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

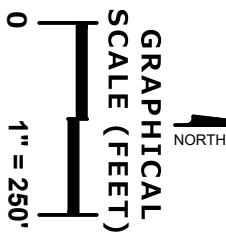


SEPTEMBER 27, 2022



ENVIRONMENTAL DETAIL

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Pipe
 - Denotes Found 1-1/2" Iron Pipe
 - Denotes Found 2" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
 - Denotes Wetland
 - Denotes Well
 - Denotes No Access
- SECONDARY ENVIRONMENTAL CORRIDOR PER HEARTLAND ECOLOGICAL GROUP INC. JULY 2022**



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

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

TAX KEY #NBC
1232-999-001
OWNER: NICKOLETT

TAX KEY #NBC
1232-999-004
OWNER: WAGNER
REV LIV TRUST

TAX KEY #NBC
1232-999-003
OWNER: DUCHARME
REV TRUST

TAX KEY #NBC
1232-999-001
OWNER: MACAKANJUA

TAX KEY #NBC
1232-999-002
OWNER: MOLDENHOUER

NE CORNER, SE 1/4 SEC. 20, T6N, R20E
(FOUND CONC. MON. W/ BRASS CAP)
N=357,729.00; E=2,464,079.15
(WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE)

CERTIFIED SURVEY MAP NO. _____

Being all of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided all of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 20;
Thence North 89°58'24" West along the north line of said Southeast 1/4, 1282.22 feet to the Point of Beginning;

Thence South 00°07'15" East along the east line of the West 1/2 of said Southeast 1/4, also being the west line of Certified Survey Map No. 1260 and Certified Survey Map No. 1261, 1342.41 feet;
Thence South 89°41'54" West along the south line of the North 1/2 of said Southeast 1/4, 1424.59 feet to the east right of way line of South Racine Avenue - County Trunk Highway "Y";
Thence North 32°31'10" West along said east right of way line, 39.41 feet to a point on a curve;
Thence northwesterly 213.76 feet along the arc of said curve to the left and said east right of way line, whose radius is 1960.08 feet and whose chord bears North 28°05'31" West, 213.65 feet to the monumented line of Certified Survey Map No. 1368;
Thence North 58°47'27" East along the monumented line of said Certified Survey Map, 305.81 feet;
Thence North 59°11'37" West along the monumented line of said Certified Survey Map No. 203.21 feet;
Thence South 57°35'29" West along the monumented line of said Certified Survey Map, 214.00 feet to the aforesaid east right of way line of South Racine Avenue;
Thence North 32°31'10" West along said right of way line, 269.82 feet to Certified Survey Map No. 1366 and a point on a curve;
Thence northeasterly 140.23 feet along the arc of said curve and said Certified Survey Map, whose radius is 680.88 feet and whose chord bears North 63°32'57" East, 139.98 feet to the monumented southeast corner of said Certified Survey Map;
Thence North 21°00'05" West along the monumented east line of said Certified Survey Map and then continuing, 315.44 feet to Certified Survey Map No. 6781;
Thence North 57°26'47" East along said Certified Survey Map No. 6781, 20.86 feet;
Thence North 86°59'02" East along the monumented line of Certified Survey Map No. 6781, 461.99 feet;
Thence North 06°24'43" West along said Certified Survey Map, 332.11 feet to the centerline of West observatory Road as recorded by Certified Survey Map No. 2815;
Thence North 83°37'20" East along said centerline, 46.03 feet to the east line of the Southwest 1/4 of said Section 20;
Thence North 00°20'01" East along said east line, 25.92 feet to the Center of Section 20;
Thence South 89°58'24" East along the aforesaid north line of the Southeast 1/4, 1282.22 feet to the Point of Beginning.

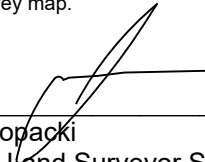
Dedicating the Northerly and westerly portion of subject property as graphically shown for public right of way purposes.

Containing 2,043,762 square feet (46.9183 acres) of land Gross and 1,974,912 square feet (45.3377 acres) of land Net, more or less.

That I have made such survey, land division and map by the direction of ROBERT D. DUCHARME AND JEANETTE T. DUCHARME REVOCABLE TRUST OF 2002, owners of said land.

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

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



John P. Konopacki
Professional Land Surveyor S-2461

Date: SEPTEMBER 27, 2022



CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	213.76'	1960.08'	006°14'54"	N28°05'31"W	213.65'	N24°58'04"W	N31°12'58"W
(RECORDED)		(1960.08')					
C2	213.97'	1965.08'	006°14'19"	N28°05'48"W	213.86'	N24°58'39"W	N31°12'58"W
C3	140.23'	680.88'	011°48'01"	N63°32'57"E	139.98'	N57°38'56"E	N69°26'57"E
(RECORDED)	(140.00')	(680.88')		(N63°21'11"E)	(139.76')		
C4	5.00'	680.88'	000°25'15"	N57°51'34"E	5.00'	N57°38'56"E	N58°04'11"E
C5	135.23'	680.88'	011°22'46"	N63°45'34"E	135.01'	N58°04'11"E	N69°26'57"E

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

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

PEG JOB#2184.00
SHEET 4 OF 6

CERTIFIED SURVEY MAP NO. _____

Being all of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

ROBERT D. DUCHARME AND JEANETTE T. DUCHARME REVOCABLE TRUST OF 2002, as owner, hereby certifies that it caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of New Berlin.

ROBERT D. DUCHARME AND JEANETTE T. DUCHARME REVOCABLE TRUST OF 2002, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

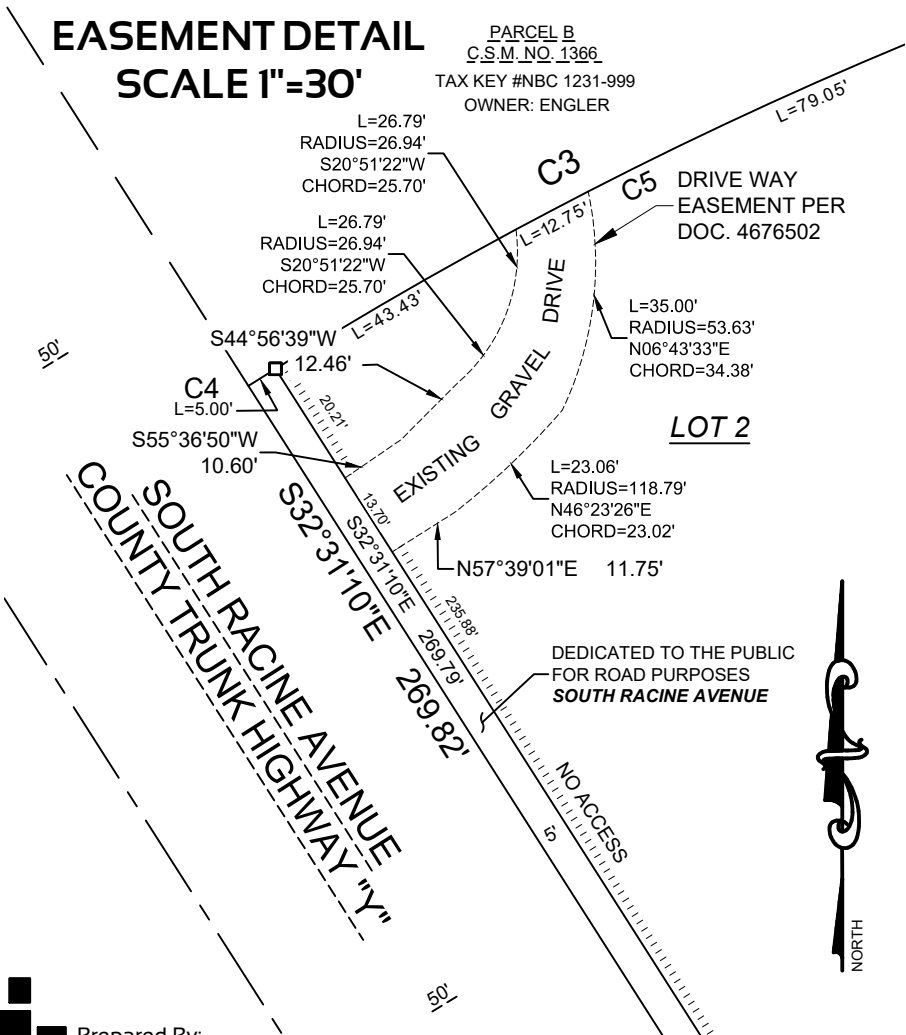
- 1. City of New Berlin

Date TRUSTEE

STATE OF WISCONSIN)
_____) COUNTY) SS

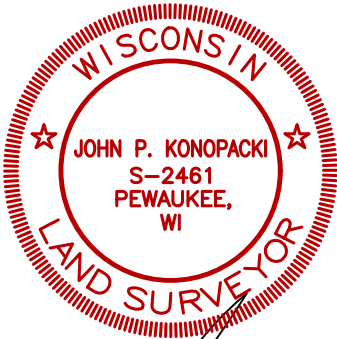
Personally came before me this _____ day of _____, 2022, _____, TRUSTEE, of the ROBERT D. DUCHARME AND JEANETTE T. DUCHARME REVOCABLE TRUST OF 2002, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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



NOTE:
||||| - Denotes No Access.
The existing driveway can serve up to two residential lots. One lot is Parcel B of Certified Survey Map No. 1366 and the second lot will be on Lot 2 of this Certified Survey Map.

LEGEND:
□ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.



SEPTEMBER 27, 2022

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

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

PEG JOB#2184.00
SHEET 5 OF 6

CERTIFIED SURVEY MAP NO. _____

Being all of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____, 2022.

Date
David Ament, Chairman

Date
Nikki Jones, Secretary

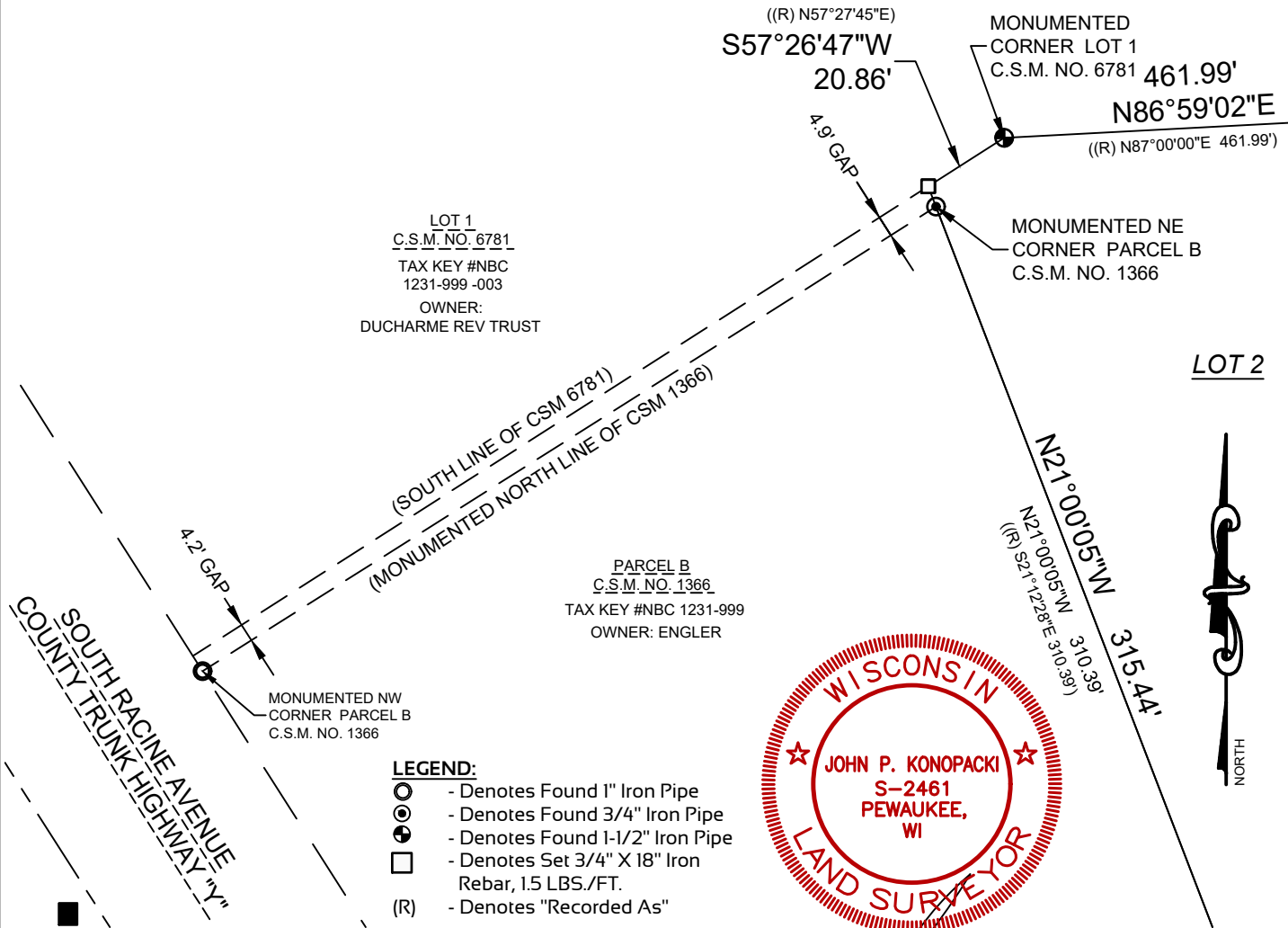
COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____, 2022.

Date
David Ament, Mayor

Date
Rubina R. Medina, City Clerk

DETAIL
SCALE 1"=40'



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

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

PEG JOB#2184.00
SHEET 6 OF 6

December 13, 2022

TO: Common Council
Mayor Ament

FROM: Parks, Buildings and Grounds Commission

RE: Items from the Parks, Buildings and Grounds Meeting from December 12, 2022
requiring Common Council action.

- Recommend to the Common Council the approval of Resolution 22-30, a Resolution Transferring Funds from the Safety Building Foundation CIP Account to the Malone Park Lighting CIP Account

Council Motion:

This item was considered at the Parks, Buildings and Grounds Commission meeting on December 12, 2022. It was approved and recommended to the Common Council on a vote of 3-0. I do hereby move that the Common Council approve Resolution 22-30.

- Recommend to the Common Council Award Contract in the Amount of \$467,893 with a 10% Contingency for a Total Construction Cost of \$514,593 to J Miller Electric, Inc.

Council Motion:

This item was considered at the Parks, Buildings and Grounds Commission meeting on December 12, 2022. It was approved and recommended to the Common Council on a vote of 3-0. I do hereby move that the Common Council Award the Contract in the Amount of \$467,893 with a 10% contingency for a total construction cost of \$514,593 to J Miller, Electric, Inc.



REQUESTED ACTION STATEMENT

DATE: December 7, 2022

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Radomski – Director of Public Works

ISSUE:

Resolution Number 22-30: A Resolution Amending the 2022 Capital Projects Budget

REQUESTED:

Recommend Council to approve Resolution Number 2021-5: A Resolution Amending the Capital Projects Budget to transfer \$60,000 from Account #04251300-61413-C2022 Foundation – Safety Building into account 04252900-61127-C2022 Lighting – Malone Park.

FISCAL IMPACT:

The Foundation – Safety Building has not been completed to date. The \$60,000 is planned to be included within the 2023 CIP Budget request and is planned to be completed in 2023.

The existing lights at Malone Park Diamond #3 were removed in fall due to severe cracking in several of the light poles. Without lighting, the Diamond will be limited to use only during hours where daylight is available. The additional funding will be to fund the construction of the new light poles as well as a 10% contingency. The 10% contingency will only be used in the event that field conditions warrant.

RATIONALE:

In order to award and fund the Malone Park Lighting project, additional funding is necessary.

RESOLUTION NUMBER 22-30

A RESOLUTION AMENDING THE 2022 CAPITAL PROJECTS BUDGET

WHEREAS, the bids for the Malone Park Diamond #3 Lighting project came in over budget. Funds have to be transferred now to be able to accept the project bids. The project needs to be done to make the fields usable in 2023. The 2023 Capital budget has not been approved yet and can be adjusted to add the money back to the foundation account.

WHEREAS, It was determined that the Capital Projects Budget had to be amended to accomplish these goals.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be amended as follows:

TRANSFER FROM

04251300-61413-C2022	FOUNDATION-SAFETY BUILDING	\$ 60,000
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TRANSFER TO

04252900-61127-C2022	LIGHTING – MALONE PARK	\$ 60,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha County NOW within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 13th day of December 2022.

David Ament, Mayor

Countersigned:

Rubina R Medina, City Clerk



REQUESTED ACTION STATEMENT

DATE: December 7, 2022

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Radomski – Director of Public Works

ISSUE: Malone Park Diamond #3 Lighting

REQUESTED:

Recommend Council to award the Malone Park Diamond #3 Lighting project to the lowest, responsive and responsible bidder, J Miller Electric, Inc.

FISCAL IMPACT:

Monies to come from the Malone Park Lighting account #04252900-61127-C2022 for the contract amount of \$467,893 with a 10% Contingency of \$46,700 for a total construction cost of \$514,593.

RATIONALE:

J Miller Electric, Inc. was the lowest, responsive and responsible bidder.

PROJECT MANUAL

**City of New Berlin
Malone Park
Ball Diamond Lighting**

16400 W Al Stigler Pkwy
New Berlin, Wisconsin 53151

Harwood Engineering Consultants, Ltd.
Owner Project No. BG2022-1
HEC Project No. 19-1011.21
November 4, 2022

Project Name	City of New Berlin Malone Park Ball Diamond Lighting
HECL Project No.	19-1011.21
Owner Project No.	BG2022-1

INDEX Specification Sections

DIVISION 26 - ELECTRICAL

26 00 01	Electrical General Requirements
26 01 26	Testing Electrical Systems
26 05 02	Electrical Demolition for Remodeling
26 05 19	Wire & Cable 600 Volt and Below
26 05 26	Grounding and Bonding
26 05 33	Raceways and Boxes
26 05 53	Electrical Identification
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16	Safety Switches, Circuit Breakers, & Fuses
26 56 29	Exterior Site Lighting (Athletic)

INVITATION TO BID

Project: BG2022-01

1. Bids will be prepared in accordance with Contract Documents prepared by ***Harwood Engineering Consultants, Ltd.***, Phone 414-475-5554, Fax 414-773-9299, 255 N 21st St. Milwaukee, WI, and dated November 4, 2022
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 9:00 a.m. CST/CDT on December 7th, 2022. (Reference Bid Form, Item 2)
3. Bids will be publicly read at 9:00 a.m. on December 7, 2022 in the Council Chambers at New Berlin City Hall located at 3805 S. Casper Dr.
4. Oral, faxed or e-mailed Bids will be rejected.
5. All blanks on the Bid Form shall be filled in by typewriter print or manually in ink. If the filled areas are illegible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid Form or qualify the Bid in any manner.
6. Where so indicated on the Bid Form, the values shall be expressed in both words and figures. In the event of discrepancy between the words and figures, the amount written in words shall govern.
7. Bids will be submitted using the Bid Forms provided herein. Bid security shall be by a qualified surety in the form of a bid bond, in the amount of five percent (5%) of Bid amount, and shall be submitted with the Bid. Bidders shall agree to not withdraw the Bid for a period of ninety (90) days after due date of Bids.
8. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract prices, satisfactory Performance Bond, Labor and Material Payment Bond and Certificate of Insurance.
9. Bidding Documents will be available on November 16th, 2022. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #8333815 – Bid/RFP Listing. Documents will be available for download. Documents will not be mailed. **It is the responsibility of prospective Bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All addenda must be acknowledged on the signature page in the area provided. Failure to do so may result in your response being rejected.**

10. Pre-Bid meeting and walkthrough on November 30th, 2022 at 9:00 AM. Meeting location is New Berlin Malone Park Field #3, 16400 W Al Stigler Parkway, New Berlin, WI 53151. Parking is available in the lot on the south side of the field. **Please be on time as no accommodations will be made for late arrivals. NOTE: This will be the only opportunity for a walk through, therefore, be sure to bring all potential subcontractors. Vendors are also reminded to review all Bid Documents, etc. prior to arrival.**
12. The right to reject any or all Bids, either in whole or in part, or to waive any informalities or irregularities is reserved by City of New Berlin.

Published by Order of:
City of New Berlin
Buildings and Grounds
(262) 786-8610
3805 S Casper Dr
New Berlin, WI 53151

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL:

Carefully review Project Manual, including Bidding Requirements, General Requirements, Specifications, Alternates, and Amendments, all of which contain provisions applicable to all Bidders. Successful Bidder will be required to execute all Work belonging to their Contract which is stated in the Specifications, or reasonably implied as necessary to complete their Contract, including removal of existing work and preparing present work to receive new, if such be the requirements of actual job conditions.

Visit site to become acquainted with: Adjacent areas; means of approach to the site; present conditions of project site; and facilities for delivering, storing, placing and handling of materials and equipment. Compare Specifications with existing work in place, inspect demolition requirements and inform yourself of all conditions affecting execution of Work, including other new work, if any, being performed.

WORKSITE AVAILABILITY:

A specific window of opportunity exists for completion of the Work, therefore Work shall commence on the date noted in the Bid Form. Construction activities may take place between **7:00 AM and 7:00 PM Monday through Friday, 8:00 AM – 5:00 PM on Saturday and no work will be allowed on Sundays.**

DOCUMENTS:

Bidders shall be familiar with all Bidding Requirements and proposed Contract Documents. See General Conditions for definition of Contract Documents.

BID FORM:

Alterations of or amendments to Bid Form, attachments thereto, or inclusion of any correspondence, or other written or printed matter or details of any nature other than that specifically called for may disqualify Bid. No e-mailed alterations to the Bid will be accepted.

Only Bids which are made on regular Bid Form will be considered. No Bids for any arbitrary subdivision or sub classification of Work required by requested Bid(s) will be accepted.

Requirements of Signing: Include with each Bid full business address of Bidder. Bids by corporations shall be executed in the full legal name of the corporation, giving State of incorporation and be signed by an authorized officer or officers, who shall, in each case, type or print name and corporate title beneath the signature. Partnership Bids shall state the full name of all partners, e.g., “Smith and Jones, a partnership of John S. Smith and William B. Jones”. Such Bids must also be signed by an authorized partner or other representative, typing or printing the name and title of the signer beneath the signature. Individuals operating as a business shall sign Bids, typing or printing the individuals name followed by the words “Sole Proprietor” beneath the signature. When requested by Owner, furnish satisfactory evidence of agency or authority of any person signing on behalf of another.

Submission of Bids: Reference Bid Form, Section 2.

CONTRACT AND CONTRACT DOCUMENTS:

The Contract into which successful Bidder will be required to enter is based on City of New Berlin General Terms and Conditions of Service (as modified by Owner). Familiarize yourself with the provisions of this document.

ACCEPTANCE OF BID (AWARD):

It is the intent of the Owner to award a Contract or accept any Bid which will be in the best interests of the Owner, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner reserves the right to waive informalities or irregularities in a Bid received and to accept the Bid, which in the Owner's judgment, is in the Owner's best interests.

The Owner reserves the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsible Bidder on the basis of the Base Bid and Alternates accepted.

WITHDRAWAL OF BIDS:

Matters pertaining to the withdrawal of a Bid and to claims of error, omission or mistake in preparing or submitting a Bid shall be governed by Section 66.0901 of the Wisconsin Statutes.

All Bids shall be effective and open for acceptance for a period of ninety (90) days after date set for opening of Bids.

RESERVATION:

Owner reserves the right to: reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, reject a Bid which is in any way incomplete or irregular, waive any irregularities in any Bid, accept any Bid which will be in best interests of Owner.

INADEQUACIES AND OMISSIONS:

Failure to request timely clarification or interpretation of Bidding Documents shall not relieve Bidder/Contractor of responsibility to execute the Work in accordance with the intent of the Contract Documents. Signing of Contract means that the Contractor has thorough comprehension of full intent and scope of Contract Documents.

The Owner and his consultants are not responsible for oral instructions.

INTERPRETATIONS AND CORRECTIONS:

Carefully review and compare all parts of the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is being submitted. Examine the site and local conditions, and immediately report to the Owner errors, inconsistencies or ambiguities discovered.

Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Owner, received in Owner's office at least seven (7) days prior to the date set for receipt of Bids.

Interpretations and corrections of and changes to the Bidding Documents will be made in writing by Addendum only. Interpretations and corrections made in any other manner are not binding. Bidders shall not rely upon verbal instructions or information.

POWER OF ATTORNEY AND BOND REQUIREMENTS:

Submit with each Bid a bond executed by an attorney-in-fact, including a certified and effectively dated copy of his power of attorney. Where the certification is by facsimile, or otherwise does not bear an original signature, the bonding company must be qualified for recognition under facsimile execution.

New Berlin Malone Park Ball Diamond Lighting
Project #BG2022-1
16400 W Al Stigler Pkwy., New Berlin, WI 53151

BID FORM

1. **GENERAL DIRECTIONS TO BIDDERS**

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND COSTS IN THE BASE BID(S).** Bid all requested Alternates. If no change to the Base Bid applies, enter “No Change.”
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, and Proof of Responsibility are properly executed.
- G. A bid must be accompanied by a bid security made payable to Owner in an amount of 5% of bidder’s maximum bid price (determined by adding the base bid and all alternates), and in the form of a certified check, bank money order or a bid bond issued by a surety acceptable to the City. The bid security will be retained by the City until the City awards the contract to such bidder and such bidder has executed the contract documents and met the other conditions of the Notice of Award, where upon the bid security will be released. If the successful bidder fails to execute and deliver the contract documents and furnish the requirements contract security within 15 days after the Notice of Award, the Owner may consider the bidder to be in default and annul the Notice of Award and the bid security of that bidder will be forfeited. Such forfeiture shall be the Owner’s exclusive remedy if the bidder defaults.

- H. The Bidder shall be required to identify any subcontractor, suppliers, individuals or entities to be submitted to the Owner 14 days in advance of the City's acceptance of the agreement. The apparent successful bidder shall, within 5 days after the bid opening, submit to the Owner a list of all such subcontractors, suppliers, individuals or other entities that will be utilized in the completion of the work. An experience statement with pertinent information regarding similar projects and other evidence of qualification for the work that the subcontractor will be performing is required. If the Owner, after review of such information, determines, in its sole discretion, that such subcontractor, supplier, individual or entity is not satisfactory, the Owner, prior to the Notice of Award, shall give notice to the successful bidder requiring that an acceptable substitute be provided. In the event there is any adjustment to the cost as a result of said substitution, Owner may take that into consideration in making the contract award. In the event that the contractor fails to make the substitution requested, the Owner may award the contract to the next lowest responsive responsible bidder.
- I. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.
- He/She has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
- He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
- The contract for the work, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, and those or equal or substitute or materials and equipment subsequently approved by the Owner prior to the submittal of bids and identified by addendum. No item of material or equipment will be considered by Owner as an or equal or substitute unless written requests for approval has been submitted by the bidder and has been received by the Owner at least 10 days prior to the date of receipt of bids in the case of a proposed substitute. The burden of proof on the merit of the proposed item is upon the bidder. The Owner's decision of approval or disapproval of a proposed item will be final. If the Owner approves any such proposed items, such approval will be set forth as an addendum issued to all perspective bidders. Bidder shall not rely upon approvals made in any other manner. All prices

that Bidder sets forth in this bid shall be based on the presumption that the contractor will furnish the materials and equipment specified or described in the bidding documents as supplemented by any addenda.

- A. After Bid Forms are completed, place one (1) set of signed originals and the Bid Bond in a sealed envelope. Oral, telephonic, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:
New Berlin Malone Park Ball Diamond Lighting Bid
City C
3805 S Casper Dr
New Berlin, WI 53151
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 9:00 a.m. on December 7th, 2022. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 9:00 a.m. on December 7th, 2022 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We _____ (a partnership)
_____ (an individual)
(Cross out inapplicable)

Of _____
Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated March 23, 2021.

Including Amendment Nbr(s)._____ **dated**_____.

5. BASE BID

Base Bid includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

_____ Dollars (\$ _____)

8. SCHEDULE OF VALUES

- A. Submit schedule of standard rates for all personnel, including personnel of subcontractors, involved with project.
- B. Include schedule of standard markups.

10. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than December 14, 2022 with a Project commencement of December 15, 2022, can you complete the Work in compliance with the requirements of the Contract Documents by March 31, 2022, in full cooperation and coordination with other Contractors, if any.
Yes ___ No ___ .

If "No", state additional calendar days required _____.

- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

11. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of ninety (90) days after date set for opening of Bids.

FIRM NAME _____

BY SIGNATURE _____

TITLE _____

DATED _____

TELEPHONE _____

FAX NBR _____

EMAIL ADDRESS: _____

If a corporation, answer the following:

Incorporated under laws of what state?

SEAL _____ (If Bid is by Corporation)

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS
FOR THE MALONE PARK DIAMOND #3 LIGHTING UPGRADE**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the vendor identified below (hereinafter referred to as “Vendor”). These Terms and Conditions, along with the Bid Instructions, Bid Forms, Specification, City of New Berlin Insurance Requirements, Certificates of Insurance and Policy Endorsements, shall constitute the entire contract for materials, work and other goods and services, collectively referred to as the “Contract” between the City and the Vendor. The work that is being performed herein shall collectively be referred to as the “Project”. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned invoices and specifications. These Terms and Conditions are solely for the benefit of the City and the Vendor, and are not intended for the benefit of any other party.

2. Goods and/or Equipment. The goods and materials being furnished under this contract shall be as identified in Bid Instructions, Bid Forms and Specifications that are incorporated herewith.

The City shall not be deemed to have accepted the Goods until they have been provided the opportunity to inspect them and to acknowledge, in writing, that they are in accordance with the specifications/invoice and without damage or defect.

3. Contract Time. Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

The work will be substantially completed on or before March 31, 2022, and completed and ready for final acceptance and payment in accordance with this Agreement on or before April 15, 2022, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time. As a consequence and not as a penalty, but rather to cover the City’s costs if the milestones are not achieved and the work causing baseball games to be moved or cancelled is not completed by the completion date, the parties agree that the City shall be entitled to liquidated damages in the sum of \$500.00 (five hundred dollars) per day as to when substantial completion is delayed.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract in the amounts that follow, subject to any applicable adjustments under the Contract:

- a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
- b. The estimated total of all unit price work for the base bid is \$ _____. These prices are based on estimated quantities.
- c. These quantities shall be adjusted based upon the actual work performed.
- d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

5. Payment Procedures. Contractors shall submit applications for payments in accordance with the terms of this Agreement upon final completion and acceptance of the work. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:

- a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.
- b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
- c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.
- d. The Vendor has carefully studied all reports and expirations and tests related to the conditions in which the work will be performed, as well as reports and drawings related to the work and technical data in such reports and drawings.

- e. The Vendor has considered the information known to the Vendor itself, including information commonly known to vendors doing business in the Milwaukee metropolitan area, as well as information and observations obtained from visits to the site; the Contract documents; site related reports and drawings in the Contract documents with respect to the impact of such information; observations and documents on the cost, progress and performance of the work; the means, methods, techniques, sequences and procedures of construction; and the Vendor's safety, precautions and programs.

Based on the information and observation referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work of the Contract price within the Contract times in accordance with the other terms and conditions of the Contract.

The Vendor has given the City written notice of all conflicts, errors, ambiguities or discrepancies which the Vendor has discovered in the Contract documents and the Vendor certifies that the written resolution there by the City is acceptable to the Vendor.

The Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance in the furnishing of the work.

The Vendor is entering into this Contract constitutes an incontrovertible representation by the Vendor that, without exception, all prices in the Contract are premised upon performing and furnishing the work requirement by the Contract documents.

7. Assignment of Contract. Unless expressly agreed to by the City, no assignment may be made of the rights and responsibilities of the Vendor under this agreement.

8. Successors and Assigns. The City and Vendor each binds themselves, their successors, agents, legal representatives and assigns with respect to all covenants, agreements and obligations contained in the Contract documents.

9. Severability. Any provision or part of the Contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Vendor, which do hereby agree that the Contract documents shall be performed or replaced as to such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

11. Advertising. The Vendor shall not identify the City as a client or customer of the Vendor or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

12. Modification. In the event that the parties determine that a modification to the Terms and Conditions of the providing of these goods are necessary, such change shall not be effective unless executed by authorized representatives of both parties.

13. Delivery. The goods provided hereunder shall be delivered to the City within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the contract. In the event that the goods are not delivered within a reasonable period of time, the City shall have the right to cancel this contract without fee or penalty.

14. Insurance. Vendor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time:

- a. General Aggregate: \$2,000,000.00
- b. Personal Advertising Injury: \$1,000,000.00
- c. Each occurrence: \$1,000,000.00
- d. Fire damage: \$50,000.00
- e. Medical Expense, any one person: \$5,000.00
- f. Automobile liability: CSL \$1,000,000.00
- g. Excess liability umbrella form: \$1,000,000.00 per occurrence
- h. Excess liability umbrella form: \$2,000,000.00 in the aggregate with a self-insured retention limit of not greater than \$10,000.00
- i. Professional Liability, General Aggregate: \$2,000,000.00
- j. Professional Liability, Each Occurrence: \$1,000,000.00

Vendor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Vendor agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement. Vendor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit

Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

16. Limitation on Liability. The City's liability to the Vendor shall not exceed the sums paid by the City to the Vendor under this contract. In addition, to the extent that the Vendor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Vendor for its own negligence or intentional conduct.

17. Protection of the Project Site. Vendor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner to as to prevent workers and passersby from entering the project site.

18. Warranty. Vendor warrants and guarantees to City that all goods and/or equipment to be supplied hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for two (2) year from the date of substantial completion or as provided in the specifications/invoice attached hereto, whichever is greater.

19. Conflicts. If there is any inconsistency between these Terms and Conditions and the specifications/invoice or any attachments thereto, these Terms and Conditions shall apply.

20. Hold Harmless. The Vendor shall indemnify and hold harmless the City and its agents, employees, elected officials, representatives and assigns (hereinafter referred to as the "Indemnified Parties") as and against any and all claims, demands, actions, causes of action, losses, costs, expense, including, but not limited to actual attorney fees, arising out of or resulting from the performance of the work. Said indemnity shall include both the Vendor, as well as any subcontractors working under them, regardless of whether or not such claims, demands, losses or expenses are caused in whole, or in part, by the parties that are being indemnified. Such obligation shall not be considered to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent that the Vendor retains subcontractors for the performance of the work, or any portion thereof, the Vendor and/or subcontractors shall provide evidence of the insurance coverages set forth above, as well as the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

21. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Vendor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

22. Termination of Contract. This contract may be terminated as follows:

- a. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Vendor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Vendor be entitled to any penalty for the termination nor shall the Vendor be entitled to any payment for lost profits.
- b. *Termination for Cause.* If the City determines that the Vendor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Vendor of any such deficiency and in the event that the Vendor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Vendor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Vendor's failure to comply with the terms of the contract. Under no circumstances shall the Vendor be entitled to any lost profits arising from the contract.

23. Ongoing Services. This is also a contract for ongoing preventative maintenance services, as provided for in the Project Specifications. The parties agree that these Terms and Conditions shall be applicable to these ongoing Services.

24. Relationship of the Parties. The Vendor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the City. The Vendor shall furnish all services, labors, materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the City.

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports the delay, both verbally and in

writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

The Contractor acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Contractor further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Contractor's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workmanlike manner.

26. Regulations. The Vendor agrees to comply with all the requirements of applicable federal, state and local laws, as well as Codes and Specification requirements related to the performance of the work under this Contract.

27. Records and Reports. Records relating to the performance of the services under this Contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Vendor understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this Contract, Vendor shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this Contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Vendor, excepting for errors and omissions associated with the completed project, services and documents performed under this Contract.

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the

complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

29. Relationship of the Parties. The contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the owner.

CITY:
City of New Berlin

VENDOR:

[Insert Vendor Name]

By: _____

[Print Name & Title]

By: _____

[Print Name & Title]

Section 26 00 01 - Electrical General Requirements

PROJECT DESCRIPTION: Electrical work associated with the Baseball Field Sports Lighting at the New Berlin Malone Park Diamond.

Some of the project highlights include:

- Remove and demolish existing concrete bases in their entirety along with and associated electrical conduit and wiring. Poles were taken down above finished ground for safety measures.
- Provide wiring and all associated lighting to provide sports lighting for Diamond #3. Note that additional lighting will be provide on poles A2b and B2b to illuminate the third base side and right field of the adjacent field.
- Provide new electrical panel, controls and a new enclosure in the fenced in area to serve new lights. Coordinate the modification of the existing fence with the City if needed.

PART 1 - GENERAL

1.00 INDEX

DIVISION 26 - ELECTRICAL

26 00 01	Electrical General Requirements
26 01 26	Testing Electrical Systems
26 05 02	Electrical Demolition for Remodeling
26 05 19	Wire & Cable 600 Volt and Below
26 05 26	Grounding and Bonding
26 05 33	Raceways and Boxes
26 05 53	Electrical Identification
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16	Safety Switches, Circuit Breakers, & Fuses
26 56 29	Exterior Site Lighting (Athletic)

1.01 DESCRIPTION

- A. Work Includes:
1. Furnish all labor materials, tools, equipment, and services for all electrical work as indicated, in accord with provisions of Contract Documents.
 2. Completely coordinate with work of all other trades.
 3. Although such work is not specifically called out on drawing, the contractor shall furnish and install all miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- B. Drawings Use and Interpretation:
1. Drawings are diagrammatic and indicate general arrangement of systems and equipment, except when specifically dimensioned or detailed.
 2. For exact locations field measuring is required.
 3. Intention is to show size, capacity, approximate location, direction and general relationship of one work phase to another, but not exact detail or arrangement.
 4. Field verify locations and arrangement of all existing systems and equipment.
 5. Omissions no later than ten (10) days before bid opening, the Contractor

shall call the attention of the Engineer to any materials or apparatus the Contractor believes to be inadequate and to any necessary items of work omitted.

6. If any errors or omissions appear in Drawings, Specifications, or other documents, bidding Contractor shall notify Engineer no later than ten (10) days prior to submitting bid. Should conflict occur in or between drawings and specifications, bidding contractor is deemed to have estimated more expensive way of doing work, unless he shall have asked for and obtained written decision (addendum) before submission of bid as to which method or materials will be required.
- C. Installation of all systems and equipment is subject to clarification as indicated in reviewed shop drawings and field coordination drawings.
- D. Dimensions indicated are limiting dimensions.
- E. Do not use equipment exceeding dimensions indicated or equipment or arrangements that reduce required clearances or exceed specified maximum dimensions.
- F. Description of systems: Furnish and install all materials to provide functioning systems in compliance with performance requirements specified, and any modifications required by reviewed shop drawings and field coordinated drawings.
- G. Definitions:
 1. A/E: Owner and/or Engineer
 2. Provide: Furnish, install, wire and connect complete by Contractor.
 3. Contractor/EC: The person or group responsible for project construction under Divisions 26.
 4. The word "ENERGIZE" means all material and labor necessary to apply voltage to a device or item of equipment to make same operational.
 5. The word "CODE" means all applicable codes.
 6. Unless noted otherwise, the terminology used throughout the Specifications shall be interpreted as defined in Article 100 of the NEC.

1.02 WEATHERPROOF EQUIPMENT

- A. Where weatherproof (WP) equipment is indicated, use NEMA 3R enclosures.
 1. All exterior devices and equipment shall be weather-proof.

1.03 QUALITY ASSURANCE

- A. Perform all work and install materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following:

State and Federal Laws
 National Electrical Testing Association (NETA)
 National Electrical Code (NEC 2011 Edition)
 International Building code (IBC)
 Life Safety Code (NFPA-101)
 National Electrical Safety Code (NESC)
 American National Standards Institute (ANSI)
 National Electrical Manufacturers Association (NEMA)
 Institute of Electrical and Electronic Engineers (IEEE)

Insulated Power Cable Engineers Association (ICEA)
 The Occupational Safety and Health Act (OSHA)
 American Society for Testing and Materials (ASTM)
 Underwriters' Laboratory (UL)
 Wisconsin Safety and Professional Services Code
 Department of Natural Resources NR-101
 Local laws, codes and ordinances
 ADA Accessibility Guidelines

- B. Conflicts, if any, that may exist between the above items, the more restrictive shall govern.
- C. The Electrical Contractor is charged with responsibility for full compliance with local interpretations of applicable Codes. After entering into contract, this Contractor will be held to complete all work as per the foregoing without extra compensation.

1.04 SUBMITTALS

- A. General:
 - 1. The A/E's review of shop drawings or samples shall not relieve the EC of responsibility for any deviation from the contract documents. The EC shall include with the shop drawings an index sheet detailing all deviations from the contract documents, and will be held responsible for all deviations unless he has received written approval from the A/E for the specific deviation, separate from general shop drawing approval. The A/E's review shall not relieve the EC from responsibility for errors or omissions in the shop drawings or samples.
- B. Shop Drawings:
 - 1. As indicated in Divisions 26.
 - 2. Provide scale layout of equipment placement and clearances.
 - 3. The Contractor shall review the shop drawings and stamp with his approval prior to submitting shop drawings to A/E for review.
 - 4. Shop drawings shall be submitted electronically in an editable PDF format file. PDF file name shall contain specification number and product name. Provide one submittal (PDF file) for each specification section submitted. Each shop drawing submittal shall contain the following:
 - a. Cover Sheet
 The submittals shall contain a cover sheet, which shall include the following information:
 - Submittal Date
 - Specification Section(s)
 - Manufacturer's Representative (Contact Name, address, and telephone number)
 - Electrical Contractor (Contact Name, address, and telephone number)
 - Project Name, Project City, Project State, and Project Address.
 - b. Equipment List
 A complete equipment list of all components, including the following: Quantity, Manufacturer, Part Number, and Description. If the supplier uses different part numbers from those of the actual manufacturer, the actual manufacturer and part numbers

as they appear - marked on the shipping box/packages, shall also be identified on this list.

c. Product Data:

Manufacturer's product data sheets, and equipment description of all system components.

These data sheets shall be highlighted or suitably marked, so that included items and options are indicated. On data sheets that include multiple products, products that are not used shall be crossed out.

- Product Data Sheets shall be organized, in order, corresponding to the FIRST occurrence of the corresponding item on the equipment list.

C. Samples:

1. As indicated in Divisions 26.

D. Project Information:

1. As indicated in Divisions 26.

E. Approval Documents:

1. Prepare and submit all drawings, calculations, and professional seals as required to Federal, State and local authorities having jurisdiction.

F. Substitution:

1. Review of substitutions or change proposed by Contractor shall be a fee of \$500.00 paid by the Contractor to Harwood Engineering Consultants, Ltd. Electrical Department.

1.05 PROTECTION

A. Provide covering and shielding for all equipment to protect from damage.

B. Repair, restore or replace damaged, corroded and rejected items.

1.06 JOB CONDITIONS

A. Cause as little interference or interruption of existing utilities and services as possible.

1. Schedule work which will cause interference or interruption in advance with Owner, Engineer, authorities having jurisdiction and all affected trades.

B. Examine Contract Documents to determine how other work will affect execution of electrical work.

C. Determine and verify locations of all existing utilities on or near site.

D. Make arrangements for and pay for necessary permits, licenses, and inspections. City issued permits will have fees waved.

E. Record drawings:

1. Keep a complete set of all electrical drawings in job site office for showing actual installation of electrical systems and equipment.
2. Use this set of drawings for no other purpose.

3. Where any material, equipment, or system components are installed differently from that shown, indicate differences clearly and neatly using ink or indelible pencil.
4. At project completion, submit record set of drawings (See Division 01).

1.07 QUALIFICATIONS

- A. Where specified in various Sections of this DIVISION, final wiring terminations to all equipment and testing of the completed system, shall be done by a factory authorized representative. The representative shall be part of a fully equipped service organization capable of furnishing adequate maintenance to the entire system, including factory replacement parts.

1.08 COORDINATION

- A. Obtain and review shop drawings, product data, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation schedule for equipment.
- D. Sequence electrical connections to coordinate with start-up schedule for equipment.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Acceptable Manufacturers:
 1. Individual items:
 - a. Base: As noted
 - b. Optional: As noted
 2. Other manufacturers desiring approval comply with Instruction to Bidders
- B. Use only prime quality, new materials, apparatus and equipment.
- C. Use U/L labeled electrical materials where listing has been established for materials or devices in question.
 1. Manufactured items and fabricated assemblies of electrically operating equipment: U/L approval or U/L reexamination listing.
- D. Structural steel for supports: ASTM A36.
 1. Galvanize members installed in areas of high humidity or condensation.
 2. Furnish other members with shop coat of rust inhibiting primer.
 3. Shop fabricate for field assembly using bolts.
 4. Minimize field welding.
 5. Retouch primer and galvanizing after field welding.

PART 3 - EXECUTION

3.01 GENERAL

- A. Use only thorough, highly skilled, and experienced workmen.
 - 1. Divisions 26 equipment shall be installed in a neat and workmanlike manner.
- B. When changes in location of any work are required, obtain approval from the Engineer before making change.
 - 1. Make changes at no extra cost.
- C. Do not change indicated sizes without written approval of Engineer.
- D. Provide all necessary offsets and crossovers in conduits, raceways and ducts.

3.02 INSTALLATION OF EQUIPMENT

- A. Install all equipment in accord with manufacturer's recommendations.
- B. Provide all necessary anchoring devices and supports.
 - 1. Use structural supports suitable for equipment.
 - 2. Check loadings and dimensions of equipment with shop drawings.
 - 3. Do not cut, or weld to, building structural members.
- C. Verify that equipment will fit support layouts indicated.
 - 1. Where substitute equipment is used, revise indicated supports to fit at no additional cost.
- D. Arrange for necessary openings to allow entry of equipment.
- E. Install equipment to permit easy access for normal maintenance.
 - 1. Maintain easy access to switches, pull boxes, non-fused disconnects, receptacles, etc.
 - 2. Relocate items which interfere with access.
- F. Provide concrete foundations or pads for all floor mounted electrical equipment, as indicated or as follows:
 - 1. Where drawings do not show special foundations, install 4 IN high concrete pads.
 - 2. Use 3,000 PSI (14 Kg/s/mm) concrete.
 - 3. Reinforce with 6 x 6 IN W2.9 x W2.9, 10 GA (3.4 mm) mesh, with short dowels into floor at 12 IN OC around perimeter.
 - 4. Chamfer top edges 3/4 IN (18 mm).
 - 5. Make all faces smooth.
 - 6. Set anchor bolts for equipment. Consult with user.
- G. Where equipment components are installed prior to final installation (back boxes, panel tubs, etc.), these components shall be properly protected from construction debris (paint, dirt, plaster, etc.)
- H. In wet and damp locations, use steel channel supports to stand cabinets and panelboards one inch off wall.

3.03 PAINTING

- A. By Electrical Contractor:
 - 1. Touch up or completely paint all factory painted Electrical System components which have become rusted, scratched, or otherwise

damaged during construction (which are not painted under Division 09) to match the original finish or pay for restoration of such items as may be stipulated by the AE.

3.04 FIELD QUALITY CONTROL

- A. Perform indicated tests to demonstrate workmanship, operation, and performance.
 - 1. Conduct tests in presence of Owner and, if required inspectors or agencies having jurisdiction.
 - 2. Arrange date of tests in advance with Owner, manufacturer and installer.
 - 3. Give all inspectors minimum of 24 hours' notice.
 - 4. Furnish or arrange for use of electrical energy, required for tests.
 - 5. Furnish all lubricating materials required for test.
 - 6. Provide written report on all tests.
- B. Repair or replace equipment and systems found inoperative or defective and retest.
 - 1. If equipment or system fails retest, replace it with products conforming with Contract Documents.
 - 2. Continue remedial measures and retests until satisfactory results are obtained.
- C. Test equipment and systems as indicated for each item, unless otherwise recommended by manufacturer.

3.05 FINAL PERFORMANCE TEST

- A. At completion of installation, test for operation, panel load balance, short circuits, and ground.
 - 1. Provide written report on final performance test.

3.06 ADJUST AND CLEAN

- A. Inspect all equipment and put in good working order.
- B. Clean all exposed and concealed items.
- C. Where new work occurs in existing areas where no other work has been done, clean area and restore to original condition.
- D. Perform adjustments to lights during the night as needed.

3.07 PUTTING SYSTEMS IN OPERATION - START UP

- A. Prior to energizing any equipment whether installed by this section or not:
 - 1. First make a thorough inspection of it to make sure it has been unpacked correctly and all packing materials and supports have been removed.
 - 2. Be responsible for assisting the equipment start up personnel to assure correct equipment connections and rotation.
- B. Prior to final acceptance, at time agreed to by Owner and Engineer, put all systems in to satisfactory operation.
- C. Operate all systems in good working order for period of 5 working days.

3.08 DEVICE MOUNTING SCHEDULE

- A. Dimensions are to center of item unless otherwise indicated. Coordinate outlet locations with all architectural millwork and/or casework elevations.
- B. Mounting heights as indicated below:
- | | |
|--------------------------------|-------|
| Receptacle _____ | 18 IN |
| Safety switch _____ | 54 IN |
| Panelboard (to top) _____ | 72 IN |
| Lighting override switch _____ | 46IN |

3.09 TRAINING

- A. Electrical Contractor shall be responsible for owner training as specified in other sections of this specification. Provide competent personnel to meet the Owner or his representative to fully explain and familiarize the Owner with the operation of all equipment and systems installed under Divisions 26.
- B. Use the submitted Operation and Maintenance Manuals as referenced during training sessions.

END OF SECTION

Section 26 01 26 - Testing Electrical System

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Applicable provisions of Division 01 shall apply to all work of this section.

1.02 RELATED WORK AND REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding
- B. Section 26 24 16 - Panelboards
- C. Section 26 28 16 – Safety Switches, Circuit Breakers and Fuses

1.03 DESCRIPTION OF WORK

- A. Prior to energizing equipment, retain services of a recognized independent testing contractor for purpose of performing inspections and tests as herein specified.
- B. Assure that electrical equipment is operational within industry and manufacturer's tolerances and is installed in accordance with design specifications.
- C. Items to be tested:
 - 1. Grounding Systems

1.04 QUALITY ASSURANCE

- A. Inspections and tests shall utilize the following references:
 - 1. Project design specifications.
 - 2. Project design drawings.
 - 3. Manufacturer's instruction manuals applicable to each particular apparatus.
- B. Testing Agency:
 - 1. Meet federal, state, and local safety requirements for accreditation of testing laboratories, Title 29, Part 1907. Membership in National Electrical Testing Association constitutes proof of meeting such criteria.
 - 2. Meet Federal **Department of Commerce** requirements for nationally independent testing laboratory certification.
 - 3. Submit agency name for approval by Engineer.
 - 4. Electrical Contractor may be Testing Agency if they have the proper certification.
- C. Permanently record checks and tests and make available to Engineer and Owner.

1.05 SUBMITTALS

- A. Test Reports:
 - 1. Electronic copies of complete testing report.
 - 2. Submit report no later than 30-days after completion of testing.

- B. Submit proof of testing agency qualification.

1.06 JOB CONDITIONS

- A. Contractor's Responsibilities:
 - 1. Supply a source of test power to test laboratory at each test site.
 - 2. Notify testing Subcontractor when equipment becomes available for acceptance tests.
 - 3. Coordinate work to minimize project delay.
 - 4. Supply a complete set of electrical drawings, specifications, and pertinent change orders to testing contractor prior to commencement of testing.
- B. Testing Subcontractor's Responsibilities:
 - 1. Notify Engineer 72 hours prior to commencement of testing.
 - 2. Provide material, equipment, labor, and technical supervision to perform such tests and inspections.
- C. Recommendations for acceptance or rejection shall be given upon consultation of Engineer, Owner, Contractor, and Testing laboratory's Representative.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 GENERAL

- A. Test work and equipment installed to ensure its proper and safe operation in accordance with intent of drawings and specifications.
- B. Check interlocking and automatic control sequences and test operation of safety and protective devices.
- C. Correct defects.
- D. Cooperate with electrical utility, supplier's, and manufacturer's representatives in order to achieve proper and intended operation of equipment.
- E. Test, adjust, and record operating voltages at each system level before energizing branch circuits.
- F. Where transformer is under utility jurisdiction, obtain services of utility to correct voltage.
- G. Replace devices and equipment damaged due to failure to comply with this requirement.
- H. Balance load among feeders conductors at each panelboard, and reconnect loads as may be necessary to obtain a reasonable balance of load on each

phase. Electrical unbalance shall not exceed 7-1/2% between phases. Submit test results on forms similar to that found on sheets at the end of this section.

3.02 GROUNDING SYSTEMS

- A. Visual And Mechanical Inspection:
 - 1. Inspect ground system for compliance with drawings and specifications.
- B. Electrical Tests:
 - 1. Fall of Potential test per IEEE Standard No. 81, Section 9.04 on main grounding electrode or system.
 - 2. Two Point Method test per IEEE Standard No. 81, Section 9.03, to determine ground resistance between main grounding system, and major electrical equipment frame, system neutral, and/or derived neutral points.
 - 3. Alternate to two point method:
 - a. Ground continuity test between main ground system and equipment frame, system neutral, and/or derived neutral point.
 - b. This test shall be made by passing a minimum of 10 amp dc current between ground reference system and ground point to be tested.
 - c. Voltage drop shall be measured and resistance calculated by voltage drop method.

3.03 FEEDERS

- A. Each feeder shall be megger tested for insulation resistance.
- B. Test results shall be submitted on forms similar to that found on sheets at the end of this section.
- C. Verify ampere readings on any cable operating in parallel to insure an even division of current.

END OF SECTION

PANEL/TRANSFER SWITCH DESIGNATION _____

MEGGER TEST RESULTS

A-B Phase _____

B-C Phase _____

C-A Phase _____

A-Ground _____

B-Ground _____

C-Ground _____

Bolts Torqued

Visual Inspection Comments:

Tested By _____

Date Tested _____

Time of Day _____

FEEDER FROM _____ **TO** _____

Applied Voltage _____

Resistance Reading _____

Tested By _____

Date Tested _____

Time of Day _____

FEEDER FROM _____ **TO** _____

LOAD IN AMPS

Phase A _____

Phase B _____

Phase C _____

Tested By _____

Date Tested _____

Time of Day _____

Was Balancing Required? ____ Yes ____ No

ELECT MOTOR # _____

HVAC DES. _____

NAMEPLATE DATA:

Overload Relay Type _____

Protective Relay Setting _____

Voltage Readings (Motor Operating)

A-Phase _____

B-Phase _____

C-Phase _____

Current Readings (Motor Operating)

A-Phase _____

B-Phase _____

C-Phase _____

Direction of rotation clockwise counterclockwise.

Section 26 05 02 - Electrical Demolition

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Includes:
Furnish all labor, materials, tools, equipment, and services for wiring all equipment furnished by others as indicated, in accord with provisions of Contract Documents.

1.02 WORK INCLUDED

- A. Electrical Demolition

PART 2 - MATERIALS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work:
As specified in individual sections.

PART 3 - EXECUTION

3.01 DEMOLITION, RENOVATION AND DISPOSITION OF EXISTING EQUIPMENT:

- A. The EC shall do the necessary demolition work in the affected site areas including the removal of conduit, wiring, electrical equipment and pole bases.
- B. Electrical equipment in conflict with construction shall be removed and/or relocated as indicated on the drawings, as directed or required. Remove all electrical equipment, accessible conduit, wire and low voltage exposed cabling back to source released from service as a result of construction, equipment removed shall not be reused, except as specifically directed on the drawings or elsewhere herein. Unless otherwise indicated, all electrical equipment removed shall become the property of the EC and shall be removed from the site by the EC. Equipment to be retained by Owner shall be stored on site at location designated by Owner.
- C. Electrical drawings are based on the best information available. For areas being remodeled, work shown reflects information shown on original construction drawings; it is not guaranteed 100% accurate. This contractor must field verify conditions and make necessary adjustments without extra costs to the project to suit actual needs.

END OF SECTION

Section 26 05 19 - Wire and Cable - 600 Volt and Below

PART 1 - GENERAL

1.01 DESCRIPTION

- A. General:
 - 1. Furnish all labor, materials, tools, equipment, and services for all wire and cable (600 V and below) as indicated, in accord with provisions of Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
 - 4. See Section 26 00 01 for General Electrical Requirements.

1.02 WORK INCLUDED

- A. Underground wire and cable.
- B. Wiring connectors and connections.

1.03 RELATED SECTIONS

Section 26 05 33 – Raceways and Boxes
Section 26 05 53 - Electrical Identification

1.04 REFERENCES

- A. ANSI/NFPA 70- National Electrical Code.

1.05 SHOP DRAWING SUBMITTALS

- A. Submit under provisions of General conditions and Section 26 00 01.
- B. Submit product data: Provide for each cable assembly type.
- C. Submit factory test reports: Indicate procedures and values obtained.
- D. Submit manufacturer's installation instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.07 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.08 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on Drawings.
- B. Conductor sizes are based on copper.
- C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1.09 COORDINATION

- A. Coordinate Work under provisions of General conditions and Section 26 00 01.
- B. Determine required separation between cable and other work.
- C. Determine cable routing to avoid interference with other work.

PART 2 - PRODUCTS**2.01 GENERAL**

- A. All wire shall be new, delivered to the site in unbroken cartons and shall be less than one year old out of manufacturer's stock.
- B. All conductors shall be copper.
- C. Insulation shall have a 600 volt rating.
- D. In mechanical rooms, light fixtures, and other high temperature applications, the insulation shall be rated 90°C. Other areas shall use insulation rated 75°C unless stated.
- E. All conductors must be suitable for the application intended. Conductors #14 and larger must be stranded. Conductors #16 and smaller may be solid or stranded with the following requirements or exceptions.
- F. All conductors terminated with crimp type devices must be stranded.
- G. Stranded conductors may only be terminated with UL or ETL Listed type terminations or methods: e.g. stranded conductors may not be wrapped around a terminal screw but must be terminated with a crimp type device if a terminal screw is used or must be terminated in an approved back wired method.

2.02 WIRE

- A. Description: Single conductor insulated wire.
- B. Insulation: Type XHHW insulation for feeders and branch circuits.
- C. Use conductors not smaller than #10 AWG for power and lighting circuits.

2.03 WIRING CONNECTORS

- A. Split Bolt Connectors: Not acceptable.
- B. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads. Not approved for splicing.
- C. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
- D. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; belled cable entrances.
- E. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic copper tubing; internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.
- F. ILSCO type connectors are acceptable.

PART 3 - EXECUTION

3.01 GENERAL WIRING METHODS

- A. All wire and cable shall be installed in conduit.
- B. All conductors shall be sized to prevent excessive voltage drop at rated circuit ampacity. As a minimum use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 100 feet.
 - 1. 3% drop for branch circuits.
 - 2. 5% drop for motor circuits.
- C. Make conductor lengths for parallel conductors equal.
- D. Splice only in junction or outlet boxes.

3.02 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use Listed wire pulling lubricant for pulling 4 AWG and larger wires and for other conditions when necessary.

- B. Completely and thoroughly swab raceway system before installing conductors.
- C. Place all conductors of a given circuit (this includes phase wires, neutral (if any), and ground conductor) in the same raceway. If parallel phase and/or neutral wires are used, then place an equal number of phase and neutral conductors in same raceway or cable.

3.03 CABLE INSTALLATION

- A. Provide protection for exposed cables where subject to damage.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- C. Use suitable cable fittings and connectors.

3.04 WIRING CONNECTIONS AND TERMINATIONS

- A. Water proof splice shall only be made in accessible junction boxes.
- B. Wire splices and taps shall be made firm, and adequate to carry the full current rating of the respective wire without soldering and without perceptible temperature rise.
- C. Use solderless spring type pressure connectors with insulating cover for wire splices and taps, 10 AWG and smaller.
- D. Use mechanical or compression connectors for wire splices and taps, 8 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
- E. Thoroughly clean wires before installing lugs and connectors.
- F. At all splices and terminations, leave tails long enough to cut splice out and completely resplice.

3.05 FIELD QUALITY CONTROL

- A. Feeders and new branch circuits shall have their insulation tested after installation and before connection to utilization devices such as fixtures, motors, or appliances.
- B. Test shall be performed by meggar and conductors shall test free from short-circuits and grounds.
- C. Test conductors phase-to-phase and phase-to-ground.
- D. The contractor shall furnish the instruments, materials, and labor for these tests.

3.06 WIRE AND CABLE INSTALLATION SCHEDULE

- A. All wire shall be in raceways.

3.07 WIRE COLOR

- A. General:
 - 1. For wire sizes 10 AWG and smaller - Wire shall be colored as indicated below.
 - 2. For wire sizes 8 AWG and larger - Identify wire with colored tape at all terminals, splices and boxes. Colors to be as indicated below.
- B. Neutral Conductors: White. Where there are two or more neutrals in one conduit, each shall be individually identified with the proper circuit. See requirements of NEC 200-6, 200-7, 210-4, and 310-12.
- C. Branch Circuit Conductors: Three or four wire home runs shall have each phase uniquely color coded.
- D. Feeder Circuit Conductors: Each phase shall be uniquely color coded.
- E. Ground Conductors: Green for 6 AWG and smaller. For 4 AWG and larger, identify with green tape at both ends and all visible points including in all junction boxes. See requirements of NEC 210-5 and 310-12.

3.08 BRANCH CIRCUITS

- A. In general, the use of multiwire branch circuits with a common neutral feeding loads producing a high level of harmonics is discouraged due to the problems with overheating of the common neutral.

END OF SECTION

Section 26 05 26 - Grounding and Bonding

PART 1 - GENERAL

1.01 DESCRIPTION

- A. General:
 - 1. Furnish all labor, materials, tools, equipment, and services for grounding as indicated in accord with provisions of Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
 - 4. See Section 26 00 01 for General Electrical Requirements.

1.02 WORK INCLUDED

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

1.03 RELATED SECTIONS

- A. None

1.04 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code.
- B. IEEE/ANSI 142-1982 - Recommended Practice for Grounding of Industrial and Commercial Power System.

1.05 GROUNDING ELECTRODE SYSTEM

- A. Rod Electrode

1.06 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 2 ohms.

1.07 SUBMITTALS

- A. Submit under provisions of Section 26 00 01.
- B. Product Data: Provide data for grounding electrodes and connections.
- C. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
- D. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation and installation of exothermic connectors.

1.08 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of General conditions.
- B. Accurately record actual locations of grounding electrodes.

1.09 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.10 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS**2.01 ROD ELECTRODE**

- A. Acceptable Manufacturers
 - 1. Burndy
 - 2. Blackburn
 - 3. Or Equal
 - 4. Substitutions: Under provisions of General Conditions and Section 26 00 01.
- B. Material: Copper clad steel.
- C. Diameter: 3/4 inch minimum.
- D. Length: 10 feet minimum rods. Rod shall be driven at least 9'-6" deep.
- E. Provide the number of rods required to obtain proper ground resistance. This applies to manholes, padmount switches, transformers, service entrances, etc.

2.02 MECHANICAL CONNECTORS

- A. Acceptable Manufacturers
 - 1. Burndy Co., Hy-Ground Series
 - 2. Or Equal
 - 3. Substitutions: Under provisions of General Conditions and Section 26 00 01.
- B. Type: Compression type applied with compression tool.
- C. Material: Bronze.

2.03 EXOTHERMIC CONNECTIONS

- A. Manufacturers:
 - 1. Cadweld
 - 2. Or Equal
 - 3. Substitutions: Under provisions of General Conditions Section 26 00 01.

2.04 WIRE

- A. Material: Stranded copper (aluminum not permitted).
- B. Grounding Electrode Conductor: Size as shown on drawings, specifications or as required by NFPA 70, whichever is larger.
- C. Foundation Electrodes: Bare copper #4 wire in the new footing. Center wire in footing and attach to steel reinforcement.
- D. Feeder and Branch Circuit Equipment Ground: Same size as phase conductors or as indicated on plan.

2.05 BUS

- A. Material: copper (aluminum not permitted).
- B. Size: 1/4" x 2" minimum.

2.06 INTERSYSTEM BONDING TERMINATION

- A. Provide an Intersystem Bonding Termination Bar exterior of main service enclosure with a minimum set of six spare termination points. See NEC "250.94 Bonding of Other Systems" for more information.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 GENERAL

- A. Install Products in accordance with manufacturer's instructions.
- B. Mechanical connections shall be accessible for inspection and checking. No insulation shall be installed over mechanical ground connections.
- C. Ground connection surfaces shall be cleaned and all connections shall be made so that it is impossible to move them.
- D. Attach grounds permanently before permanent building service is energized.
- E. Install rod electrodes at locations indicated or as required by Code, whichever requires the most rods. Install additional rod electrodes as required to achieve specified resistance to ground.

3.03 LESS THAN 600 VOLT SYSTEM GROUNDING

- A. Supplementary Grounding Electrode: Use driven ground rod in main service equipment area.
- B. Provide code sized copper grounding electrode conductor from secondary switchboard ground bus, each separately derived system neutral secondary service system neutral, to street side of water meter, building steel, ground rod, and any concrete encased electrodes. Provide bonding jumper around water meter. Bond conduit as described above.
- C. Receptacle Grounding: All receptacle circuits and permanently wired equipment, except light fixtures, shall have a separate grounding conductor. Receptacles shall be connected to the ground conductor utilizing pigtails. At time of final inspection, any one device found improperly grounded shall mean a complete check by the Contractor of every device on the project at no additional cost to the Owner.
- D. Provide separate ground wire for motors and other equipment items from equipment items to nearest conduit system box. Provide green wire ground continuously from panel to all surface raceway systems and where indicated on plans.
- E. Provide grounding conductor in all non-metallic and flexible raceways. Terminate each end on a grounding lug, bus or bushing.
- F. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors and plumbing systems.
- G. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder circuit raceway. Terminate each end on suitable lug, bus, or bushing. Where conductors are run in parallel in multiple raceways or cables, the equipment grounding conductors shall be run in parallel in each raceway or cable. Each parallel equipment grounding conductor shall be sized on the basis of the ampere rating of the overcurrent device protecting the circuit conductors in the raceway or cable.
- H. Equipment grounding shall comprise a permanent bonding together of all metallic, noncurrent – carrying parts of the Electrical System (raceways, boxes, panels, cabinets, equipment enclosures, housings, motor frames, lighting fixtures, etc.) to insure a continuous grounding circuit. Provide a grounding bushing on each conduit entering service entrance equipment, bonding same to equipment grounding stud/bar/bus.
- I. Equipment Grounding Conductor: Provide separate, insulated grounding conductor in all branch circuit and feeder raceways. Terminate each end on suitable lug, bus, or bushing.

3.04 FIELD QUALITY CONTROL

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 2 ohms.

END OF SECTION

Section 26 05 33 – Raceways and Boxes

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Includes:
 - 1. Furnish all labor, materials, tools, equipment and services for all raceways as indicated, in accord with provisions of Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
 - 4. See Section 26 00 01 for General Electrical Requirements.

1.02 WORK INCLUDED

- A. Galvanized Rigid and Intermediate Metal Conduit and Fittings
- B. Electrical Metallic Tubing (EMT) and Fittings
- C. Rigid Nonmetallic Conduit and Fittings
- D. Conduit Supports
- E. Expansion Fittings
- F. Conduit Bodies
- G. Outlet Boxes
- H. Pull and Junction Boxes
- I. Conduit Sizing, Arrangement and Support
- J. Underground Conduit
- K. Conduit Installation
- L. Conduit Installation Schedule
- M. Connections and Fittings
- N. Pull and Junction Box Installation
- O. Pull and Junction Box Installation Requirements

1.03 RELATED WORK

Section 26 05 29 – Hangers and Supports for Electrical Systems
Section 26 27 26 – Wiring Devices

PART 2 - PRODUCTS

2.01 GALVANIZED RIGID AND INTERMEDIATE METAL CONDUIT AND FITTINGS

- A. Manufactured lengths, full weight, heavy wall, rigid steel conduit, protected inside and out by hot-dipped galvanized or electro-galvanized coating.
- B. Minimum conduit size shall be 1/2 inch.
- C. Connectors and Couplings: Threaded, liquidtight, insulated throat.

2.02 ELECTRICAL METALLIC TUBING (EMT)

- A. Standard lengths and size.
- B. Minimum conduit size shall be 1/2 inch.
- C. Connectors and Couplings: Threaded, insulated throat, gland compression type, rain and concrete tight. No set screw, push on or indenter type permitted.

2.03 RIGID NONMETALLIC CONDUIT AND FITTINGS

- A. Standard lengths and sizes.
- B. Minimum size 1/2" with the exception that the minimum size conduit for underground site lighting circuits shall be 1".
- C. Schedule 40 or 80, rigid plastic (PVC) conduit manufactured to NEMA TC-2 standards, UL listed, and as required by NEC.
- D. PVC conduit may not be used in plenum rated ceilings.
- E. Rated for 90°C cable.
- F. Connectors and Couplings: Schedule 40 or 80 to match conduit.

2.04 CONDUIT BODIES

- A. Galvanized or cadmium plated with threaded hubs.
- B. PVC in corrosive areas.
- C. Removable cover, with gasket.
- D. Corrosion-resistant screws, 316 stainless steel.

2.05 OUTLET BOXES

- A. Acceptable Manufacturers:
 - 1. Galvanized boxes:
 - a. Base: Appleton Electric Co.; Steel City; and Raco.
 - 2. Corrosion resistant boxes and fittings:
 - a. Base: Crouse-Hinds; and Appleton Electric Co.
 - 3. PVC boxes F Series with ground lug.
 - a. Base: Heritage Plastic Group.

4. Junction box and conduit supports:
 - a. Base: CADDY.
 5. Other manufacturers desiring approval comply with Instruction to Bidders.
- B. Exposed switch and receptacle boxes: Galvanized type.
- C. Weatherproof receptacle boxes: Die Cast Aluminum type
- D. Pull and junction boxes: Code-sized galvanized steel boxes provided with plain blank removable covers held in place with screws unless otherwise indicated.
1. Where sizes are not indicated, use 4 IN square or NEC size.

2.6 PULL AND JUNCTION BOXES

- A. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- B. Acceptable Manufacturers:
1. For interior work, provide galvanized sheet metal boxes of code thickness with lapped and welded joints, 3/4" flanges and screw covers.
 2. For exterior work, provide galvanized sheet metal boxes of code thickness with lapped and welded joints, 3/4" flanges, bolted covers with full gaskets forming a completely raintight assembly, equal to Keystone 19000 series.
 3. For exterior work in graded areas outside the building, provide heavy duty sidewalk junction boxes externally flanged for flush mounting. Covers shall be fully gasketed, watertight with grounding strap and secured with plated screws or bolts equal to Quazite Type PC. Covers shall have logo naming the type of system, electric, high voltage lighting, etc. Shall comply with NEC 314.

PART 3 - EXECUTION

3.01 CONDUIT SIZING, ARRANGEMENT AND SUPPORTS

- A. Interior conduits for electrical wiring may be electrical metallic tubing (EMT) exceptions to the requirements stated above area as follows:
1. Conduits for feeder conductors shall be EMT regardless of conduit size.
 2. Conduits in poured concrete construction shall be PVC regardless of size.
 3. Conduits installed in corrosive areas shall be PVC conduit.
 4. Conduits installed within 1-1/2" under metal-corrugated sheet roof decking shall be IMC or GRC.
 5. Above ground exterior conduit shall be GRC.
- B. Cut joints shall be square, reamed smooth, and drawn up tight.
- C. Keep conduit plugged, clean, and dry during construction.
- D. Install No. 12 pull wire in empty conduit.
- E. Cap spare conduits.

- F. Provide a watertight conduit system where installed in wet locations such as underground, or where embedded in concrete.

3.02 UNDERGROUND CONDUIT

- A. Exterior underground conduit shall be HDPE – high density polyurethane conduit.
- B. Exterior underground conduit shall be buried at a depth of not less than 30 IN below grade.
- C. Underground conduits shall slope 1/8" per foot for proper drainage. Conduits shall drain toward manholes and junction boxes, not the electrical equipment.
- D. The city will restore the existing surface back to its original condition. Final approval shall come from the City.
- E. No conduits shall be routed underneath the field. Should be directionally bored but must avoid irrigation lines and if hit, contractor to have them repaired by irrigation contractor. All electrical conduits shall run outside the field. There are existing irrigation lines that should be avoided.

3.03 CONDUIT INSTALLATION

- A. Run exposed conduit in straight lines at right angles to or parallel with walls, beams or columns.
- B. Where corrosion protection is necessary and conduit is threaded in field, the threads shall be coated with an approved electrically conductive corrosion-resistant compound.

3.04 CONDUIT INSTALLATION SCHEDULE

- A. Support all conduit systems from structure with approved hangers or supports.
 - 1. Do not support from piping, ducts or support systems for piping or ducts.
- B. Do not install more than the equivalent of three 90° bends (270 degrees total) in any conduit run.
 - 1. Where more bends are necessary, install junction box or pullbox.
 - 2. Make all bends in 1/2 IN and 3/4 IN conduit (1 IN EMT) with a conduit bender.
 - 3. Use machine bends for larger sizes.
- C. Make joints in threaded conduit watertight with white nonlead compound applied to male threads only.
 - 1. Cut square, ream smooth, and properly thread field joints to receive couplings.
 - 2. Do not use running threads.
- D. Fit all conduit ends at switch and outlet boxes with approved tight bond with box when screwed tightly in place.
- E. Remove moisture and debris from conduit before wire is drawn into place. Tightly plug ends of conduit with tapered wood plugs inserts until wire is pulled.
- F. Neatly seal openings around conduits, etc., where they pass through fire rated

construction or exterior walls or roof.

3.05 CONNECTIONS AND FITTINGS

- A. Install electrical fittings in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that fittings serve intended purposes.
- B. Rigidly secure connectors at cabinets and boxes with galvanized lock nut and bushing.
- C. Seal conduits that run through different temperature or atmospheric conditions to prevent condensations or moisture from entering electrical equipment and devices.
- D. Locate conduit bodies so as to assure accessibility of electrical wiring.

3.10 PULL AND JUNCTION BOX INSTALLATION

- A. Support pull and junction boxes independent of conduit.

3.11 PULL AND JUNCTION BOX INSTALLATION REQUIREMENTS

- A. Provide junction boxes as shown on drawings and otherwise where required, sized according to number of conductors in box or type of service to be provided. Minimum junction box size 4" square and 2-1/8" deep. Provide screw covers for junction boxes.
- B. Use minimum 16 gauge steel for pull boxes and provide with screw cover.
- C. Install boxes in conduit runs wherever necessary to avoid excessive runs or bends. Do not exceed 100' runs without pull boxes.
- D. Rigidly secure boxes to walls or ceilings. Conduit runs will not be considered as adequate support.
- E. Install boxes with covers in accessible locations. Size boxes in accordance with Article 314 of the latest edition of the National Electric Code.
- F. Do not install pull or junction boxes for joint use of line voltage and signal or low voltage controls unless all conductors are insulated for the highest voltage being used in the same box.
- G. Install all components as indicated.
- H. Tag ends of conduit with system identification letters.
- I. Test conduit for clear passage.
- J. Neatly mark inside of outlet boxes with system identification letters using black felt-ink mark.

END OF SECTION

Section 26 05 53 - Electrical Identification

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Includes:
 - 1. Furnish all labor, materials, tools, equipment, and services for wiring all equipment furnished by others as indicated, in accord with provisions of Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
 - 4. See Section 26 00 01 for General Electrical Requirements.

1.02 SECTION INCLUDES

- A. Nameplates
- B. Stenciling
- C. Wire and Cable Markers

1.03 SUBMITTALS

- A. Submit shop drawings under provisions of Section 26 00 01.
- B. Include schedule for nameplates and stenciling.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on a white background. Emergency system shall use red letters on white background.
- B. Stenciling: Black paint. Emergency system stenciling shall use red paint.
- C. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.
- D. Tape (phase identification only): Scotch #35 tape in appropriate colors for system voltage and phase.
- E. Adhesive type labels not permitted except for phase and wire identification.

PART 3 - EXECUTION**3.01 GENERAL**

- A. All branch circuit and power panels must be identified with the same symbol used in circuit directory in main distribution center.
- B. Wording of nameplates and embossed labels shall define the components actual use. Nomenclature used on the Drawings and in Specifications is for construction purposes only. Actual nomenclature shall be verified with the Owner. Identify voltage where other than 120 volts.

3.02 INSTALLATION

- A. Clean surfaces to receive nameplates or stenciling.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts using screws, or rivets. Secure nameplate to inside of recessed panelboards in finished locations.
- D. Embossed tape will not be permitted for any application.
- E. Stenciling may only be used on equipment fronts in unfinished areas or in areas designated by the Architect/Engineer.
- F. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- G. Identify underground conduits using underground warning tape. Install one tape per trench at 6 inches below finished grade.

3.03 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams for control wiring.
- B. Verify label identification numbering systems with the Owner's representative.

3.04 FEEDER IDENTIFICATION

- A. Each feeder within each pulling pit, manhole and pull box will be identified utilizing permanently attached nameplates.
- B. Nameplates shall be engraved three-layer laminated plastic, black on white background for normal power, red on white background for emergency power. Firmly attach to cable with non-aging nylon tie-wraps.
- C. Nameplate shall identify voltage, system (i.e. normal, em-equip or em-life) and destination of feeder (i.e. buildings A, B, C and D, etc.).
- D. Temporary tags are to be utilized during construction and permanent tags to be installed near substantial completion of distribution system.

3.05 NAMEPLATE ENGRAVING AND STENCILING

- A. Provide nameplates or stencils of minimum letter height as scheduled below.
- B. Panelboards and Switchboards: 1 inch; identify equipment designation. 1/2 inch; identify voltage rating and source, and available short circuit current, per the short circuit study.
- C. Individual Circuit Breakers, Switches, and Motor Starters in Panelboards, Switchboards, and Motor Control Centers: 1/4 inch; identify circuit and load served, including location.
- D. Individual Circuit Breakers, Enclosed Switches, and Motor Starters: 1/4 inch; identify load served.
- E. Junction boxes: 1/2 inch; identify system source(s) and load(s) served.

3.06 PANELBOARD DIRECTORIES

- A. Directories for panels must be covered with clear plastic, have a metal frame and shall be typewritten. Room number on directories shall be Owner's numbers, not Plan numbers unless Owner so specifies. Directory shall include panel name, available short circuit current per the short circuit study, circuit description including: breaker amp/pole size, description of devices served, and area served.

3.07 WIRING DEVICE IDENTIFICATION

- A. Receptacles, device plates and box covers, junction boxes, shall be identified with circuit numbers and source. Identifications should be made inside of device covers, unless directed otherwise. Use machine-generated labels, or neatly hand-written permanent marker.

END OF SECTION

Section 26 24 16 - Panelboards

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Includes:
 - 1. Furnish all labor, materials, tools, equipment, and services for all panelboards as indicated, in accord with provisions of Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation shall be furnished and installed as part of this work.
 - 4. See Section 26 00 01 for General Electrical Requirements.

1.02 SCOPE

- A. Provide panelboards as indicated in the panel schedule, as noted on the drawings and as specified herein.

1.03 RELATED WORK

- A. Section 26 05 53 - Electrical Identification
- B. Section 26 28 16 - Safety Switches, Circuit Breakers and Fuses
- C. Plans - Panel Schedule

1.04 SUBMITTALS

- A. Shop Drawings:
 - 1. Cabinet dimensions, nameplate nomenclature, electrical ratings, and breaker type listing.
 - 2. Product data sheets with installation instructions.
 - 3. Field quality control test results.
 - 4. Operating and maintenance data.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Do not store panelboards exposed to weather.
- B. Protect panelboards against damage from work of other trades.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Use of a manufacturer's name and model or catalog number is for the purpose of establishing standard of quality and general configuration desired.

2.02 ACCEPTABLE MANUFACTURERS

- A. Square D
- B. Cutler Hammer
- C. Engineer approved equal.

2.03 PANELBOARD RATINGS

- A. UL listed short circuit rating (integral equipment rating):
 - 1. 208Y/120V Branch Circuit Panels: 10,000 RMS symmetrical amperes minimum or as indicated on Short-Circuit, Arc Flash Study equivalent to Square D Type NQOD.
 - 2. Power Panels: 18,000 RMS symmetrical amperes minimum
 - 3. Panels used for the main service shall be suitable for service entrance.

2.04 PANELBOARD CONSTRUCTION

- A. Main breaker or main lugs only, per panelboard schedule.
- B. Insulated Neutral Bus with Terminals: Provide bus with minimum number of terminals equal to 50% of number of poles in panel.
- C. Equipment Grounding Bus with Terminals: Bus shall be bonded to enclosure. Provide bus with minimum number of terminals equal to 50% of number of poles in panel.
- D. Insulated/Isolated Grounding Bus with Terminals: Provide bus with minimum number of terminals equal to 50% of number of poles in panel.
- E. Branch Breaker Details:
 - 1. Conform to Section 26 28 16.
 - 2. Emergency branch breakers shall be properly coordinated.
- F. Bussing:
 - 1. Distributed phase sequence type.
 - 2. Ratings per panelboard schedule, 100 amp minimum.
 - 3. Plated copper construction.
 - 4. Bolt on circuit breaker construction.
- G. Gutters adequate for wire size used, 4 in. minimum.
- H. Boxes:
 - 1. NEMA 1 enclosure where indicated on drawings. Exterior shall be NEMA 3R.
 - 2. Minimum 20" wide.
 - 3. Minimum 5-3/4" deep.
 - 4. Height as required to accommodate breakers and spaces indicated on plans and code required gutter space.
- I. Fronts:
 - 1. Dead front safety type.
 - 2. Concealed adjustable trim clamps.
 - 3. Concealed hinges.

4. Flush stainless steel cylinder tumbler type locks with spring loaded door pulls.
 5. Locks keyed alike.
 6. Code gauge steel with rust inhibiting primer and baked enamel finish.
 7. Panel front shall be hinged door-in-door type, hinged overall door with hinged door within cover to access circuit breakers.
- J. Circuit Directory: Conform to Section 26 05 53.
1. Suitable for complete descriptions.
 2. Clear plastic cover.
 3. Typewritten card.
 4. Provide steel frame holder on inside cover of door to hold directory. Directory shall be covered with a sheet of clear plastic.

2.05 NAMEPLATES: Conform to Section 26 05 53.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine area to receive panelboard to assure adequate clearance for panelboard installation.
- B. Start work only after unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation," and in accordance with recognized industry practices.
- B. Flush mount, surface mount, as specified on drawings and schedules.
- C. Support panel cabinets independently to structure with no weight bearing on conduits.
- D. Install panelboards so top breaker is not higher than 6 ft.-7 in. above floor.
- E. Adjacent panel cabinets shall be of same size and mounted in horizontal alignment.
- F. Install in each panelboard a typewritten directory accurately indicating rooms and/or equipment being served, current available short circuit, breaker amp/pole rating.

3.03 FIELD QUALITY CONTROL

- A. Balance load among feeder conductors.
- B. Unbalance shall not exceed $\pm 7\frac{1}{2}\%$ of computed average load per phase.
- C. Energize each circuit and check for complete and correct function.

3.04 ADJUSTMENT AND CLEANING

- A. Adjust doors and operating mechanisms for free mechanical movement.
- B. Tighten lugs and bus connections per manufacturer's torque specifications.
- C. Clean interior of panelboard.
- D. EC shall install temporary panel covers as necessary during construction to reduce the construction debris within panels.

END OF SECTION

Section 26 27 26 - Wiring Devices**PART 1 - GENERAL****1.01 DESCRIPTION****A. General:**

1. Furnish all labor, materials, tools, equipment, and services for all wiring devices as indicated, in accord with provisions of Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices and incidental to or necessary for a sound, secure and complete installation.
4. See Section 26 00 01 for General Electrical Requirements.

1.02 SUBMITTALS

- A. Submittals for products in this Section are not required.

PART 2 - PRODUCTS**2.01 MATERIALS - GENERAL****A. Acceptable Manufacturers:**

1. GFI Receptacles:
 - a. Base: Hubbell; Leviton; Pass & Seymour (P&S); and Arrow Hart.
2. Other manufacturers desiring approval comply with Instructions to Bidders.

B. Device and Cover Plate Colors:

1. Cover plates to be while-in-use commercial electric expandable cover or equal.

2.02 DUPLEX AND SINGLE RECEPTACLES**A. Specification Grade (Heavy Duty):**

1. 20 amp, duplex: NEMA 5-20R; Hubbell HBL 5362; Leviton 5362; P&S 5362A.

B. Special Requirements:

1. Ground Fault Circuit Interrupter: 20 amp, with built-in ground fault interruption, 5 mA sensitivity, LED indicator light (on when operable) and reset, UL 2003 compliant. GFI receptacle shall have lock-out feature when GFI protection device fails. Duplex, Leviton 8898.
2. GFI, weather-resistant, tamper-resistant, duplex Hubbell GFTR20 Series.

C. Weatherproof Receptacles: Exterior cover plates to be commercial electric expandable cover or equal.

1. Receptacles shall be GFCI weather-resistant type.

2.03 DEVICE PLATES

- A. Shall be Nylon type.

- B. Device Plates for Surface Type Cast-metal Boxes: Cadmium-plated cast ferrous metal designed for application.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install convenience receptacles with grounding pole on top.
- B. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets.
- C. Receptacles shall have a bonding conductor from grounding terminal to the metal conduit system. Self-grounding receptacles using mounting screws as bonding means are not approved.

3.02 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Verify that each receptacle device is energized.
- C. Test each receptacle device for proper polarity.
- D. Test each GFCI receptacle device for proper operation.

3.03 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. Mark all conductors with the panel and circuit number serving the device, at the device.
- C. Mark the panel and circuit number serving the device on the backside of the device plate with a permanent marking system that does not show through the front of the plate.

END OF SECTION

Section 26 28 16 - Safety Switches, Circuit Breakers and Fuses

PART 1 - GENERAL

1.01 DESCRIPTION

- A. General:
 - 1. Furnish all labor materials, tools, equipment and services for all safety switches, circuit breakers and fuses as indicated, in accord with provisions of Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
 - 4. See Section 26 00 01 for General Electrical Requirements.

1.02 SUBMITTALS (See General Conditions)

- A. Project Data:
 - 1. Operating and maintenance data: See Section 26 00 01.

1.03 RELATED WORK

- A. Section 26 05 26 - Grounding and Bonding

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Do not store exposed to weather.
- B. Protect against damage from work of other trades.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Same as gear manufacturer.

2.02 DISCONNECT RATINGS

- A. UL listed short circuit rating:
 - 1. 200,000 RMS amps with Class R fuses.

2.03 SAFETY SWITCH CONSTRUCTION

- A. NEMA heavy duty Type HD.
- B. Dual cover interlock.
- C. Visible blades.
- D. Provisions for control circuit interlock.
- E. Pin type hinges.

- F. Tin plated copper current carrying parts.
- G. Quick make and break operator mechanism.
- H. Handle attached to box, not cover.
- I. Handle position indication, ON in up position and OFF in down position.
- J. Padlock provisions for up to three padlocks in OFF position.
- K. UL listed lugs for type and size of wire specified.
- L. Spring reinforced fuse clips for Type R fuses.
- M. Provisions for insulated or grounded neutral.

2.04 LIGHTING AND POWER PANEL CIRCUIT BREAKERS

- A. Thermal and magnetic protection.
- B. Single-handle common trip, two and three poles (handle ties not acceptable).
- C. Bolt-on type.
- D. Quick make and break toggle action.
- E. Handle trip indication.
- F. Handle position indication, ON in up position, OFF in down position, and TRIPPING centered.
- G. UL listed for type and temperature rating of wire specified.
- H. UL listed short circuit rating (integrated equipment rating): as indicated on drawings. Series rating is not acceptable.
- I. UL listed for type and temperature rating of wire specified.

2.05 ENCLOSURES

- A. Indoor: NEMA 1 code gauge steel with rust inhibiting primer and baked enamel finish.
- B. Outdoor: NEMA 3R code gauge zinc coated steel with baked enamel finish or NEMA 4 when indicated on drawings.

2.06 NAMEPLATES

- A. In accordance with Section 26 05 53.
- B. Identify per equipment controlled.

PART 3 - EXECUTION

3.01 GENERAL

- A. Provide disconnect switches as indicated on the drawings.

3.02 INSPECTION

- A. Examine area to receive disconnect to assure adequate clearance for installation.
- B. Start work only after unsatisfactory conditions are corrected.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation," and in accordance with recognized industry practices.
- B. Locate disconnect switches as shown on drawings or as required by NEC.
- C. Install on equipment support where feasible, or anchor firmly to wall or structural surface.
- D. If applicable, Provide adhesive label on inside door of each switch indicating UL fuse class and size for replacement.

3.04 ADJUSTMENT

- A. Adjust covers and operating mechanism for free mechanical movement.
- B. Verify overcurrent protection to provide proper operation and compliance with NEC.
- C. Tighten wire and cable connections.
- D. Clean interior or enclosure.
- E. Touch up scratched or marred surfaces to match original finish.

END OF SECTION

SECTION 26 56 29**EXTERIOR SITE LIGHTING (Athletic)****PART 1 - GENERAL****1.01 DESCRIPTION****A. General:**

1. Furnish all labor, materials, tools, equipment, and services for all exterior site lighting, as indicated, in accord with provisions of Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
4. Each symbol indicated on the drawings shall denote complete lighting fixture assembly consisting of lighting fixture, module/driver, pole or base and concrete base.
5. See Section 26 00 01 for General Electrical Requirements.
6. See Division 1 for General Requirements.

1.02 SUBMITTALS (SEE GENERAL CONDITIONS)**A. Shop Drawings:**

1. Names of manufacturers, cuts, and photometric performance curves of all lighting fixtures to be used.
2. Identify fixtures by fixture schedule number, including special notations for finishes, colors, and mountings.
3. Site photometric calculation.

B. Project Data:

1. Operating and maintenance data: See Division 1.

1.03 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Malone Park using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 1. Baseball Field
- D. The primary goals of this sports lighting project are:
 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.

3. Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.
- E. All lighting designs shall comply with these specifications.

1.04 LIGHTING PERFORMANCE

- A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball	50 Footcandles (infield) 30 Footcandles (outfield)	2.0:1.0 (infield) 2.5:1.0 (outfield)	25 (infield) 107 (outfield)	30' x 30'

- B. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- C. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
4	A1, A2a, A2b, C1, C2	70'
2	B1, B2a, B2b	80'

1.05 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.

- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

	Average	Maximum
150' Specified Spill Line Horizontal Footcandles	.1 fc	.5 fc
150' Specified Spill Line Max Vertical Footcandles	.5 fc	.7 fc
150' Specified Spill Line Max Candela	5500 cd	10,000 cd

- C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- D. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years' experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.06 LIGHTING PERFORMANCE

- A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Acceptable Manufacturers:
1. Luminaires:
 - a. Base: As indicated in appendices to this section.
 2. Contactors:
 - a. Base: Square D Co.; Allen Bradley; and General Electric.
 3. Selector switches:
 - a. Base: Allen-Bradley; Square D Co.; and General Electric.
 4. Other manufacturers desiring approval comply with Section 01700.
- B. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- C. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware

and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

D. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and cross-arm assembly.
2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or reinforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
7. Control cabinet to provide remote on-off control and monitoring of the lighting system. See Section 2.3 for further details.

8. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
- E. Safety: All system components shall be UL listed for the appropriate application.

2.02 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 1. Electric power: <Enter voltage, F11> Volt, <Enter phase, F11> Phase
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 65 or less.

2.03 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email).
- D. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The Owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- E. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

- F. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

1. Cumulative hours: shall be tracked to show the total hours used by the facility
2. Report hours saved by using early off and push buttons by users.

- G. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- H. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

2.04 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2015 International Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 115 and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report.
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

PART 3 - EXECUTION

3.01 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 1. Providing engineered foundation embedment design by a registered engineer in the State of Wisconsin for soils other than specified soil conditions;
 2. Additional materials required to achieve alternate foundation;
 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.02 DELIVERY TIMING

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 8-12 weeks from receipt of approved submittals and receipt of complete order information.

3.03 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The Contractor/Manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the Owner, one year from the date of commissioning of the lighting.
 - 3. The Contractor/Manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.04 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

3.05 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The Owner / Engineer will review pre-bid submittals from all the manufacturers to ensure compliance to the specification 10 days prior to bid per Section 4.0.B. If the design meets the design requirements of the specifications, an addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System™ with TLC for LED™ is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued

prior to bid listing any other approved lighting manufacturers and designs.

- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the Owner or Owner's Representative. Bids received that do not utilize an approved system/design will be rejected.

END OF SECTION

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal regulations related to the City's receipt of American Rescue Plan Act Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. The contractor agrees to comply with the applicable requirements of Section 603 of the American Rescue Plan Act (hereinafter referred to as the "Act") regulations adopted by the US Department of Treasury (hereinafter referred to as the "Treasury") pursuant to Section 603(f) of the Act and the guidance issued by the Treasury regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations and executive orders and shall provide for such compliance by other parties, including subcontractors in any agreements it enters into with other parties related to this award.
2. Statutes and regulations prohibiting discrimination and applicable to this contract include, but are not limited to the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 USC, §2000 D, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 22, which prohibit discrimination on the basis of race, color or national origin under programs or activities receiving federal financial assistance.
 - b. Fair Housing Act. Title VIII of the Civil Rights Act of 1968 (42 USC, §3601, et. seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, (29 USC, §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - d. The Age Discrimination Act of 1975, as amended (42 USC, §6101, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 23, which prohibit discrimination on the basis of age and programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC, §12, 12101 et. seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
3. Equal Employment Opportunity. During the performance of the contract, the contractor will be required to comply with Equal Opportunity Employment Statutes as outlined in 47 CFR, §90.168.
4. Copeland Anti-Kickback Act. The contractor shall comply with 18 USC, § 874, 40 USC, §3145 and the requirements of 29 CFR, Part 3, as may be applicable, which are incorporated by reference into this contract.

5. Contract Work Hours of the Safety Standards Act.

- a. Overtime Requirements. No contract or subcontract contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he/she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. Violation. Liability for unpaid wages; liquidated damages: In the event a violation of the clause set forth in (a) above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of this section.
 - c. Withholding fund paid wages and liquidated damages: The City of New Berlin shall, upon its own action or upon written request of an authorized representative of the US Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same contractor or any other federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractors or subcontractors or unpaid wages and liquidated damages as provided in the clause set forth in this section.
 - d. Subcontract. The contractors or subcontractors shall insert in any contract the clauses set forth in Paragraph B, 1-4 of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs B, 1-4 of 21 CFR, §5.5.
6. Clean Air Act and Federal Water Pollution Control Act. Contractor needs to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC, §7401, et. seq.
7. Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such, the contractor is required to verify that none of the contractors principals (defined in 2 CFR, §180.995) or its affiliate (defined in 2 CFR, §180.1.905) are excluded (defined in 2 CFR, §180.940) or disqualified (defined in 2 CFR, §180.935). Selected contractors must comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of New Berlin. If it is later determined that the contractor did not comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, in addition to remedies available to the City of New Berlin, the federal government may pursue available remedies including, but not limited to, suspension and/or

disbarment. The contractor and the bidder or proposer agree to comply with the requirements of 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This contractor and the bidder or proposer further agrees to provide a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment. The contractor shall file the required certification. The contractor and all subcontractors certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress, or employees of the City of New Berlin in connection with obtaining any federal contract, grant or any award covered by 31 USC, §1352. Each tier, including the contractor and all subcontractors, shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certifications to the awarding agency. If the agreement exceeds \$100,000.00, the contractor must certify compliance with the Byrd Anti-Lobbying Amendment.
9. Procurement of Recovered Materials. Contractor shall comply with 2 CFR, §200.323 as applicable.
10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall comply with 2 CFR, §200.216, as applicable.
11. Domestic Preferences for Procurements. Contractor shall comply with 2 CFR, §200.322.
12. This Exhibit A is intended to incorporate those federal laws and regulations that apply to this contract. If the contractor believes that any law or regulation described herein is not applicable in this contract per the terms of the federal law or regulation, the contractor shall present their position in that regard to the City of New Berlin with a written change order request. The laws cited herein shall be followed by the contractor and all subcontractors unless the municipality agrees that the cited federal law or regulation does not apply, and the change order is approved by the City of New Berlin Common Council.

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment as Exhibit B to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Federal Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute §19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties. The City may include a clause, however, that any equipment being supplied under a City contract must interface well and be compatible with existing equipment utilized by the City of New Berlin, which is identified as the following: _____.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR §180.
13. City contractors do hereby certify that they are not designated by the federal government as being precluded from engaging in federal contracts.
14. The City of New Berlin, its employees, officers, agents, contractors and assigns may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal, State or City contract or grant; a gross waste of Federal, State or City funds; an abuse of authority relating to Federal, State or Local Contractor Grant; a substantial and specific danger to public health, safety or welfare; or a violation of law, rule or regulation related to a Federal, State or City contract (including, but not limited to, the competition for or negotiation of a contract) or Grant. The entities to which disclosure of such information includes, but is not limited to the following entities:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A Court or Grand Jury;
 - g. A management official or other employee of the City;
 - h. A contractor of the City;
 - i. A subcontractor of the City, which has the responsibility to investigate, discover or address misconduct;
 - j. An official of the State of Wisconsin, or other employee, agent or contractor of the State who has the responsibility to investigate, discover or address misconduct.
15. This Policy shall be disclosed to all City officers, agents, contractors or assigns and shall be included as part of the City's Addendum for City contract.
16. The City shall engage in a cost and price evaluation analysis to include independent estimates of the cost of the equipment or service before placing the matter out for bid.

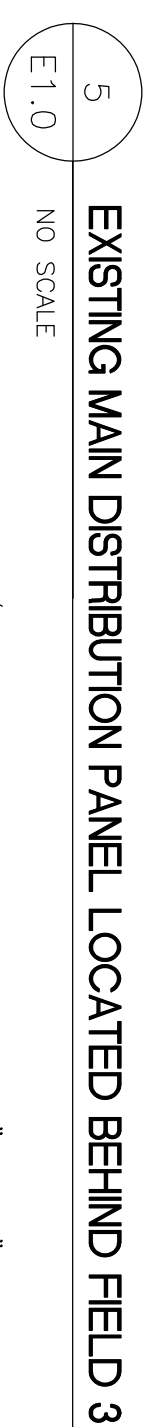
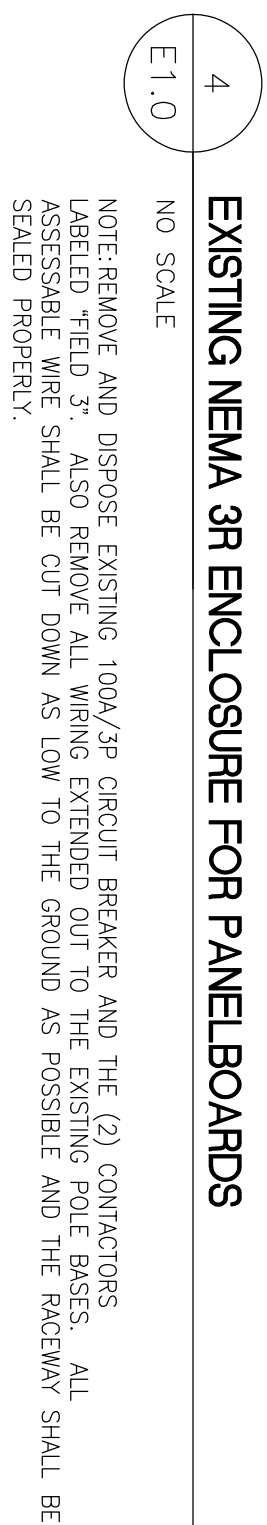
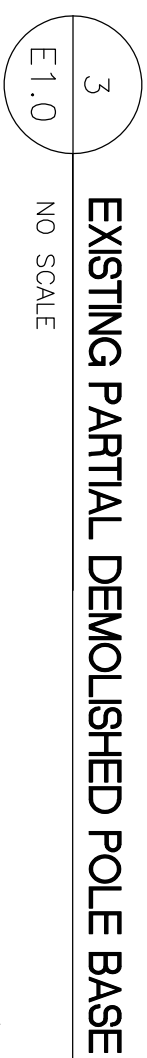
17. When the City is engaged in negotiating purchase of goods and services, the profit in the contract shall be negotiated independently from the materials and labor. In any contract entered into by the City of New Berlin for the acquisitions of goods and services shall require remedies in the event of a breach of the agreement and shall include provisions for termination as to cause.

INVITATION TO BID

Project: **BG-2022-1**
Malone Park Ball Diamond Lighting
16400 W Al Stigler Pkwy.
New Berlin, WI 53151

1. Scope: The city of New Berlin is soliciting requests to provide new sports lighting on Malone Park Field #3. The sports lighting poles on the first base side and right field will also provide illumination to the adjacent field on the west side.
2. Notice is hereby given that sealed Bids are due at 9:00 A.M., on December 7, 2022.
3. Bidding Documents will be available on or before November 16, 2022. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #8333815 – Bid/RFP Listing. Documents will be available for download. Documents will not be mailed. **It is the responsibility of prospective Bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date.**
4. Pre-Bid meeting and walkthrough on November 30th, 2022 at 9:00 AM. Meeting location is New Berlin Malone Park Field #3, 16400 W Al Stigler Parkway, New Berlin, WI 53151. Parking is available in the lot on the south side of the field. **Please be on time as no accommodations will be made for late arrivals. NOTE: This will be the only opportunity for a walk through, therefore, be sure to bring all potential subcontractors. Vendors are also reminded to review all Bid Documents, etc. prior to arrival.**

Published by Order of:
City of New Berlin
Buildings and Grounds
(262) 786-8610
3805 S Casper Dr
New Berlin, WI 53151



SYMBOLS LIST NOTE:

ANY SYMBOLS UTILIZED ON THE FLOOR PLANS NOT OTHERWISE ON THE SYMBOLS LIST SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEERS PRIOR TO BIDDING FOR CLARIFICATION.

LIGHTING



LED POLE FIXTURE – REFER TO LIGHT FIXTURE SCHEDULE FOR QUANTITY OF HEADS (MUSCO'S LIGHTING DESIGN)

POWER & DIAGRAMS

$\phi_{GFI,WP}$ GROUND FAULT CIRCUIT INTERRUPTER: 20 AMP, WITH BUILT-IN GROUND FAULT INTERRUPTION, 5 MA SENSITIVITY, LED INDICATOR LIGHT (ON WHEN OPERABLE) AND RESET, UL 943 2015 COMPLIANT. GFI RECEPTACLE SHALL HAVE LOCK-OUT FEATURE WHEN GFI PROTECTION DEVICE FAILS, AUTO-MONITORING OR SELF-TEST FUNCTION AND REVERSE LINE-LOAD MISFIRE FUNCTION. DUPLEX, LEVITON 8898: COVER SHALL BE WEATHERPROOF- WHILE-IN-USE TYPE, METALLIC WITH PAD LOCK HOLES, HUBBELL WP SERIES. GROUND WIRES SHALL NOT BE READILY ACCESSIBLE.

- ϕ DUPLEX RECEPTACLE – MOUNTED 18" AFF.
- ϕ_{GFI} DUPLEX RECEPTACLE – GROUND FAULT CIRCUIT INTERRUPTER TYPE.
- ϕ_{WP} DUPLEX RECEPTACLE – WEATHER PROOF.
- $\square$ POLE MOUNTED SPORTS LIGHT FIXTURE
- --- LOCAL SWITCH, SINGLE POLE – MOUNTED 48" AFF.
- --- LOCAL SWITCH, SINGLE POLE – 3-WAY.
- --- LOCAL SWITCH, SINGLE POLE – 4-WAY.
- $\square$ DISCONNECT SWITCH.
- $\square$ DISCONNECT SWITCH – FUSIBLE.
- $\bigcirc$ ELECTRICAL DISTRIBUTION PANEL – NEW
- --- GROUND
- OR $\square$ TRANSFORMER
- $\boxtimes$ JUNCTION BOX

MISCELLANEOUS SYMBOLS

- --- INDICATES DETAIL NUMBER
- --- SEE DETAIL
- --- INDICATES SHEET NUMBER
- --- INDICATES NOTE NUMBER
- --- SEE NOTE
- --- INDICATES SHEET NUMBER

CIRCUIT DESIGNATIONS

- --- BRANCH CIRCUIT – COMMON CONTROL, INCLUDES GREEN GROUND WIRE, NEUTRAL AND PHASE WIRES.
- --- BRANCH CIRCUIT – SEPARATE CONTROL, INCLUDES GREEN GROUND WIRE, NEUTRAL AND PHASE WIRES.

SYMBOLS LIST NOTE:

ANY SYMBOLS UTILIZED ON THE FLOOR PLANS NOT OTHERWISE ON THE SYMBOLS LIST SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEERS PRIOR TO BIDDING FOR CLARIFICATION.

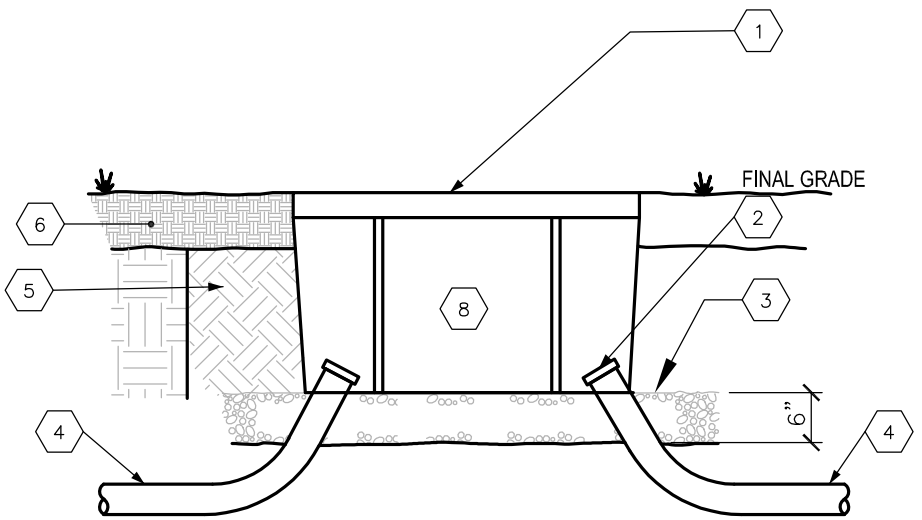
GENERAL RENOVATION/DEMOLITION NOTES:

- ELECTRICAL DRAWINGS ARE BASED ON THE BEST INFORMATION AVAILABLE. FOR AREAS BEING REMODELED, WORK SHOWN REFLECTS INFORMATION SHOWN ON AS-BUILT PLANS AND FIELD OBSERVATIONS; IT IS NOT GUARANTEED 100% ACCURATE. THIS CONTRACTOR MUST FIELD VERIFY CONDITIONS AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA COSTS TO THE PROJECT TO SUIT ACTUAL NEEDS.
- THE CONTRACTOR SHALL REWIRE/REROUTE/RELOCATE, AS REQUIRED DUE TO CONSTRUCTION, ALL EXISTING CIRCUITS AND EQUIPMENT WHICH ARE TO CONTINUE IN OPERATION.
- CIRCUITS INDICATED ARE INTENDED TO DENOTE WHICH DEVICES/FIXTURES ARE TO BE WIRED TO A COMMON CIRCUIT BREAKER, AND NOT ITS POSITION IN THE PANEL. REBALANCE LOADS BETWEEN PHASES (MAX. 7.5%) UPON COMPLETION OF WIRING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING AND AIMING ALL FIXTURES TO THE OPTIMUM DISTRIBUTION AND OWNER'S SATISFACTION.
- THE CONTRACTOR SHALL DO THE NECESSARY DEMOLITION AND DISPOSAL WORK INCLUDING THE REMOVAL OF POLE LIGHTING FIXTURES AND THE EXISTING CONCRETE BASES, LAMPS, WIRING, ACCESSIBLE CONDUIT, AND ELECTRICAL EQUIPMENT.

Panel Designation			FIELD 3				Location				Outside														
480Y/277			Volts		3Ø		4-wire		MCB		SURFACE		A.I.C.		18		100		AMPS						
REMARKS																									
QTY	No.	KVA/ Pole	Description	KWH/ Pole	A	B	C	KWH/ Pole	Description	KVA/ Pole	QTY	No.													
1	1.8		POLE A1	20/3		3.5			20/3	POLE A2a	1.8	2													
3	1.8					3.5						1.8	4												
5	1.8						3.5						1.8	6											
7	1.8										3.5			3.5	8										
9	1.8		POLE A2b	20/3			5.3		20/3	POLEP B1	3.5	10													
11	1.8							5.3					3.5	12											
13	3.5													2.6	14										
15	3.5				POLE B2a	20/3					5.8		20/3	POLE B2b	2.6	16									
17	3.5								5.8			2.6			18										
19	3.2							6.5				3.2			20										
21	3.2		POLE C1	20/3					6.5		20/3	POLE C2			3.2	22									
23	3.2								6.5					3.2	24										
25								0.0							2.6	26									
27					SPARE	20/3			0.0					SPACE	2.6	28									
29									0.0			3.2			30										
31								0.0				3.2			32										
33			SPACE									SPACE			3.2	34									
35										0.0				3.2	36										
37														3.2	38										
39									0.0						3.2	40									
41								0.0					3.2	42											
KVA SUB TOTALS						21.1	21.1	21.1																	
KVA CONNECTED =						63.3			KVA DEMAND =					64.2											
AMP CONNECTED =						76.3			AMP DEMAND =					77.3											

ELECTRICAL DRAWING ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	I	INSTALLED
AF	AMP FUSE	IU	INTEGRAL TO UNIT
AFC	AVAILABLE FAULT CURRENT	KW	KILOWATT
AFF	ABOVE FINISHED FLOOR	LUG	LAY-IN GRID
ARCH	ARCHITECT	LOC	LOCATION
AFS	ABOVE FINAL GRADE	LTG	LIGHTING
AR	AS REQUIRED	MAG	MAGNETIC STARTER
AS	AMP SWITCH	MAN	MANUAL STARTER
B	JUNCTION BOX	MC	MECHANICAL CONTRACTOR
BKR	BREAKER	MLO	MAIN LUGS ONLY
BFG	BELOW FINAL GRADE	MSB	MAIN SWITCHBOARD
C	MOUNTED 6" ABOVE COUNTER	MTD	MOUNTED
CAB	CABINET	NLU	NEAR UNIT
CB	CIRCUIT BREAKER	NIC	NOT IN CONTRACT
CKT	CIRCUIT	O	OTHERS
CLG	CEILING	OC	ON CENTER
CONC	CONCRETE	ORS	OVER RIDE SWITCH
CP	CONTROL PANEL	OU	ON UNIT
D	DISCONNECT SWITCH	P	POLE
DISC	DISCONNECT SWITCH	PC	PHOTOCELL
DN	DOWN	PEND	PENDANT
DNLT	DOWN LIGHT	PLBG	PLUMBING CONTRACTOR
EWC	ELECTRIC WATER COOLER	PNL	PANEL
E.C	ELECTRIC CONTRAOL	PB	PUSH-BUTTON
ELEV	ELEVATION	R	RECEPTACLE
EMT	ELECTRICAL METALLIC TUBING	REC	RECESSED
ENT	ELECTRICAL NON-METALLIC TUBING	SS	SWITCH STATION
ER	EXISTING TO BE REMOVED	SURF	SURFACE
EXP	EXPOSED	SUSP	SUSPENDED
EXR	EXISTING IN NEW LOCATION	SW	SWITCH
EX	EXISTING TO REMAIN	TC	TIME CLOCK
F	FURNISHED	TCC	TEMPERATURE CONTROL
FIXT	FIXTURE	CONTRACTOR	CONTRACTOR
FLUOR	FLUORESCENT	TYP	TYPICAL
G.C.	GENERAL CONTRACTOR	UM	UNIT MANUFACTURER
GFI	GROUND FAULT INTERRUPTING	VER	VERIFY
GRC	GALVANIZED RIGID CONDUIT	VFD	VARIABLE FREQUENCY DRIVE
GYP	GYPNUM BOARD	W	WIRED
HOA	HAND-OFF-AUTO SELECTOR SWITCH	WP	WEATHERPROOF
HP	HORSEPOWER	XFMR	TRANSFORMER



1 GROUND MOUNTED PULL BOX
EL NO SCALE

NOTES:

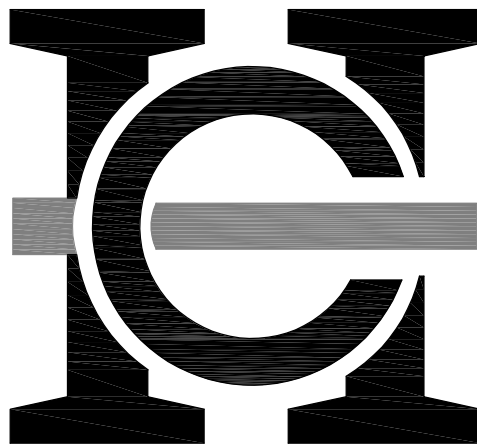
- PROVIDE A JUNCTION FOR ALL BRANCH CIRCUITS NEAR THE BLEACHER AREA. ELECTRICAL HANDHOLE SHALL BE QUARTZITE "PG24260G307" OPEN BOTTOM AND "PG24584H407" COVER GASKETED WITH (2) STAINLESS STEEL PENTA HEAD BOLTS. COVER SHALL BE MARKED "ELECTRIC". LOAD RATINGS = WUC 3.6, ASTM C 857, ANSIS/SCFE 77 - "115/20K". VERIFY EXACT LOCATION OF PULL BOX IN FIELD. DO NOT INSTALL IN PAVEMENT OR CONCRETE (GRASSY AREAS ONLY).
- EXTEND CONDUITS A MINIMUM OF 6" ABOVE HAND HOLE BOTTOM.
- 6" COMPACT BASE COURSE AGGREGATE.
- CONDUIT AS INDICATED ON DRAWINGS.
- COMPACTED SAND BACKFILL AROUND ENTIRE PERIMETER OF HAND HOLE 6".
- 6" TOPSOIL.
- INSTALL 36" MINIMUM WIRING LOOP IN ALL HAND HOLES.
- THERE SHALL BE NO SPLICES WITHIN HANDHOLE.
- PROVIDE (2) SLOT COVER HOOKS AND TURN OVER TO OWNER.

GENERAL RENOVATION/DEMOLITION NOTES:

- ELECTRICAL DRAWINGS ARE BASED ON THE BEST INFORMATION AVAILABLE. WORK SHOWN REFLECTS INFORMATION SHOWN ON AS-BUILT PLANS AND FIELD OBSERVATIONS; IT IS NOT GUARANTEED 100% ACCURATE. THIS CONTRACTOR MUST FIELD VERIFY CONDITIONS AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA COSTS TO THE PROJECT TO SUIT ACTUAL NEEDS.
- THE CONTRACTOR SHALL REWIRE/REROUTE/RELOCATE, AS REQUIRED DUE TO CONSTRUCTION, ALL EXISTING CIRCUITS AND EQUIPMENT WHICH ARE TO CONTINUE IN OPERATION.
- MAINTAIN THE INTEGRITY OF ALL SYSTEMS AFFECTED BY THE REMOVAL OR ADDITION OF ELECTRICAL EQUIPMENT.
- PAINT ALL EXPOSED CONDUIT.
- ALL WORK SHALL BE DONE IN A MANNER AND TIME ACCEPTABLE TO OWNER. OUTAGES AND OTHER WORK RENDERING EXISTING EQUIPMENT INOPERATIVE SHALL BE HELD TO A MINUM. PRIOR ARRANGEMENTS FOR EACH SHALL BE MADE WITH OWNER AND SHALL BE ACCEPTABLE AS TO TIME AND DURATION. ALL SHUTDOWNS SHALL BE COORDINATED WITH OWNER/PARKS TWO WEEKS IN ADVANCE. E.G. SHALL ALSO COORDINATE TIMING OF CONSTRUCTION WITH THE OWNER/PARKS TO AVOID ANY CONFLICTS WITH VARIOUS SCHOOLS SCHEDULED GAMES AND PRACTICES THAT TAKE PLACE ON THIS FIELD.
- THE CONTRACTOR SHALL DO THE NECESSARY DEMOLITION WORK IN THE AFFECTED AREAS INCLUDING THE REMOVAL OF WIRING, ACCESSIBLE CONDUIT, AND ELECTRICAL EQUIPMENT. ALSO, WHERE NECESSARY TO MAINTAIN SERVICE IN OTHER AREAS, PROVIDE NECESSARY AND REQUIRED SOURCES OF POWER AND TEMPORARY WIRING. REMOVE ALL CONDUIT AND WIRING OF EQUIPMENT BEING REMOVED AND/OR ABANDONED BACK OF SOURCE. EXISTING POLE BASES SHALL BE REMOVED IN THEIR ENTIRETY.
- ALL EXTERIOR UNDERGROUND CONDUIT SHALL BE HDPE "HIGH DENSITY POLYETHYLENE CONDUIT" PER ARTICLE 353. SAWCUTTING EXISTING ASPHALT IS NOT PERMITTED. PROVIDE A PLAN SHOWING THIS WORK PRIOR TO COMMENCING ANY EXTERIOR WORK. NO UNDERGROUND CONDUIT IS ALLOWED WITHIN THE FIELD. ALL ELECTRICAL SHALL BE RUN OUTSIDE THE FIELD AREA. NOTE THAT THERE ARE EXISTING IRRIGATION LINES THAT SHOULD BE AVOIDED.

SHEET INDEX

EL	LIGHTING FIXTURE SCHEDULE AND NOTES
ES1.0	ELECTRICAL SITE PLAN
ET1.0	RISER DIAGRAM AND DETAILS



HARWOOD
ENGINEERING
CONSULTANTS, LTD.

255 North 21st Street Milwaukee Wisconsin 53233
414.473.5554 414.773.9299 fax harwood@hrec.com

Revisions

Sheet
LIGHTING FIXTURE
SCHEDULE AND NOTES

Project
MALONE - PARK BALL
DIAMOND LIGHTING

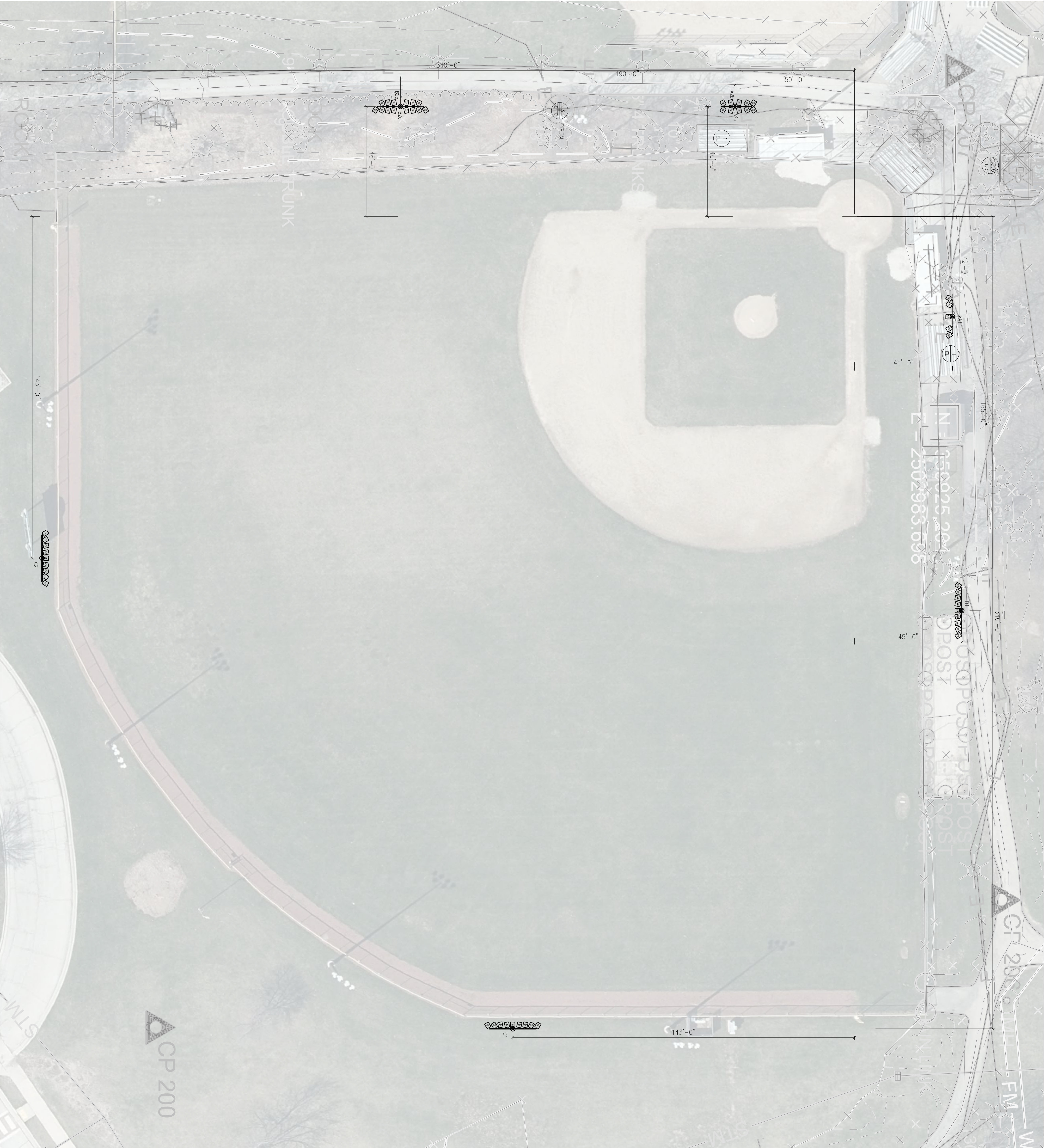
Date
November 03, 2022

Project No.
19-1011.21

Sheet No.

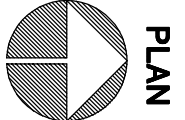
EL

- GENERAL NOTES:
1. THE OWNER HAS AGREED TO RESTORE REASONABLE DAMAGE TO THE GROUND AROUND THE FIELD. COORDINATE THIS WORK PRIOR TO BEGINNING THIS PROJECT.
 2. EXISTING ELECTRICAL CONDUCTORS SERVING EXISTING POLES SHALL NOT BE MOVED OR REMOVED. ANY EXISTING BRANCH CIRCUITS SHALL BE REINSTALLED OR REROUTED TO THE FIELD AREA.
 3. ALL NEW POLES SHALL BE SETBACK WITH NEW BRANCHES. ALL EXISTING BRANCHES SHALL BE MOVED TO THE FIELD AREA. ALL EXISTING BRANCHES SHALL BE MOVED TO THE FIELD AREA. ALL EXISTING BRANCHES SHALL BE MOVED TO THE FIELD AREA.
 4. THE LOCATION OF THE NEW BRANCHES SHALL BE MOVED TO THE FIELD AREA. THE LOCATION OF THE NEW BRANCHES SHALL BE MOVED TO THE FIELD AREA. THE LOCATION OF THE NEW BRANCHES SHALL BE MOVED TO THE FIELD AREA.



Revisions

Street ELECTRICAL SITE PLAN



NORTH SCALE 1/8" = 1'-0"

Project MALONE - PARK BALL
MALONE - PARK BALL
DIAMOND LIGHTING

Date November 03, 2022
Project No. 19-1011.21
Sheet No.

Malone Park Lighting Project

Company	Base Bid
J Miller Electric	\$467,893.00
Allcon	\$555,632.00
Pieper Electric	\$482,900.00
Preferred Electrical Contractors	\$515,267.00

New Berlin Malone Park Ball Diamond Lighting
Project #BG2022-1
16400 W Al Stigler Pkwy., New Berlin, WI 53151

BID FORM

1. **GENERAL DIRECTIONS TO BIDDERS**

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND COSTS IN THE BASE BID(S).** Bid all requested Alternates. If no change to the Base Bid applies, enter "No Change."
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, and Proof of Responsibility are properly executed.
- G. A bid must be accompanied by a bid security made payable to Owner in an amount of 5% of bidder's maximum bid price (determined by adding the base bid and all alternates), and in the form of a certified check, bank money order or a bid bond issued by a surety acceptable to the City. The bid security will be retained by the City until the City awards the contract to such bidder and such bidder has executed the contract documents and met the other conditions of the Notice of Award, where upon the bid security will be released. If the successful bidder fails to execute and deliver the contract documents and furnish the requirements contract security within 15 days after the Notice of Award, the Owner may consider the bidder to be in default and annul the Notice of Award and the bid security of that bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if the bidder defaults.

- H. The Bidder shall be required to identify any subcontractor, suppliers, individuals or entities to be submitted to the Owner 14 days in advance of the City's acceptance of the agreement. The apparent successful bidder shall, within 5 days after the bid opening, submit to the Owner a list of all such subcontractors, suppliers, individuals or other entities that will be utilized in the completion of the work. An experience statement with pertinent information regarding similar projects and other evidence of qualification for the work that the subcontractor will be performing is required. If the Owner, after review of such information, determines, in its sole discretion, that such subcontractor, supplier, individual or entity is not satisfactory, the Owner, prior to the Notice of Award, shall give notice to the successful bidder requiring that an acceptable substitute be provided. In the event there is any adjustment to the cost as a result of said substitution, Owner may take that into consideration in making the contract award. In the event that the contractor fails to make the substitution requested, the Owner may award the contract to the next lowest responsive responsible bidder.
- I. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.
- He/She has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
- He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
- The contract for the work, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, and those or equal or substitute or materials and equipment subsequently approved by the Owner prior to the submittal of bids and identified by addendum. No item of material or equipment will be considered by Owner as an or equal or substitute unless written requests for approval has been submitted by the bidder and has been received by the Owner at least 10 days prior to the date of receipt of bids in the case of a proposed substitute. The burden of proof on the merit of the proposed item is upon the bidder. The Owner's decision of approval or disapproval of a proposed item will be final. If the Owner approves any such proposed items, such approval will be set forth as an addendum issued to all perspective bidders. Bidder shall not rely upon approvals made in any other manner. All prices

that Bidder sets forth in this bid shall be based on the presumption that the contractor will furnish the materials and equipment specified or described in the bidding documents as supplemented by any addenda.

- A. After Bid Forms are completed, place one (1) set of signed originals and the Bid Bond in a sealed envelope. Oral, telephonic, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:
New Berlin Malone Park Ball Diamond Lighting Bid
City C
3805 S Casper Dr
New Berlin, WI 53151
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 9:00 a.m. on December 7th, 2022. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 9:00 a.m. on December 7th, 2022 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We J. Miller Electric, Inc. (a-partnership)
(an-individual)

Of 512 S Park Street, Port Washington, Ozaukee, WI 53074 (Cross out inapplicable)
Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated March 23, 2021.

Including Amendment Nbr(s). _____ dated _____.

5. BASE BID

Base Bid includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

Four hundred sixty seven Dollars (\$ 467,893)
thousand eight hundred ninety three

8. SCHEDULE OF VALUES

- A. Submit schedule of standard rates for all personnel, including personnel of subcontractors, involved with project.
- B. Include schedule of standard markups.

10. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than December 14, 2022 with a Project commencement of December 15, 2022, can you complete the Work in compliance with the requirements of the Contract Documents by March 31, 2022, in full cooperation and coordination with other Contractors, if any.

Yes ☒ No ☐.

If "No", state additional calendar days required _____.

- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

11. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of ninety (90) days after date set for opening of Bids.

FIRM NAME J. Miller Electric, Inc.

BY SIGNATURE [Signature]

TITLE Vice President

DATED 12/7/2022

TELEPHONE 262-284-2646

FAX NBR 262-284-6282

EMAIL ADDRESS: justin.jmillerelectric@gmail.com

If a corporation, answer the following:

Incorporated under laws of what state? Wisconsin

SEAL [Signature] (If Bid is by Corporation)



DATE: December 1, 2022

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the December 13, 2022 Common Council Mtg

Communications Committee

Robert Wincek
21760 W Lochinvar Lane
New Berlin, WI 53146
262-679-9752
rwincek@wi.rr.com
(Current Term Expires 12/31/22)
(Re-Appointment)

Expiration Date

12/31/2023

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB

Landmarks Commission

Sally Kahlfeldt
14080 W. North Oak Blvd.
New Berlin, WI 53151
262-227-3358
skahlfeldt@yahoo.com
(New Appointment)

Expiration Date

10/1/2025

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE - MINUTES
Tuesday, November 15, 2022**

Regular Meeting

Council Chambers.

5:30 PM

Please note: Minutes are unofficial until approved by the Committee of the Whole at the next regularly scheduled meeting.

All votes were taken via a voice roll call vote.

2023 BUDGET PUBLIC HEARING

ITEM: Public Hearing on the 2023 Budget (5:30 PM)

Mayor Ament read the rules for the public hearing and called the public hearing to order at 5:30PM.

City Clerk Rubina R. Medina read the Public Hearing Notice.

Mayor Ament asked if there were any citizens in attendance that had questions for clarification. There were none.

Mayor Ament asked if any citizens in attendance wished to speak in favor of the 2023 Budget. There were none.

Mayor Ament asked if any citizen in attendance wished to speak in opposition. Mr. Scott La Fever spoke in opposition.

Mayor Ament asked the Council if they had any questions for clarification and/or comments. There were none.

The Public Hearing adjourned at 5:39PM.

CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 5:39PM.

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk took Roll Call as follows:

Alderspersons Present: Hopkins, Garrigues, Harenda, Horbinski, Kroupa

Aldersperson Excused: Ald. Stribl

Staff Present: Mayor Ament, Finance Director Ralph Chipman, City Attorney Mark Blum, City Clerk Rubina R. Medina

APPROVAL OF MINUTES

ITEM: October 11, 2022 Committee of the Whole Meeting Minutes

MOTION: **Motion to approve the October 11, 2022 Minutes**

VOTE: Motion by: Horbinski
Second by: Kroupa
Motion Passed: 6-0

MOTION: **Motion to approve the October 25, 2022 Minutes**

VOTE: Motion by: Garrigues
Second by: Hopkins
Motion Passed: 6-0

UTILITIES & FINANCE

ITEM: Recommend to Council approval of the November 9, 2022 Water Utility claims in the amount of \$100,529.07, Sewer Utility claims in the amount of \$66,314.99 and General City claims in the amount of \$569,929.37. US Bank EFT of \$21,643.72 and We Energies EFT of \$67,442.12.

VOTE: Motion by: Maxey
Second by: Hopkins
Motion Passed: 6-0

MISCELLANEOUS

ITEM: Discussion and Possible Action to approve the RAS to amend the 2023 Parks Department budget approving the addition of 1 full time Parks and Forestry Worker and to eliminate 2 long term seasonal and 2 summer seasonal positions

MOTION: **Motion to approve the RAS to amend the 2023 Parks Department budget approving the addition of 1 full time Parks and Forestry Worker and to eliminate 2 long term seasonal and 2 summer seasonal positions**

VOTE: Motion by: Garrigues
Second by: Horbinski
Motion Passed: 6-0

ITEM: Discussion and Possible Action on the Proposed 2023 Operating Budget

MOTION: **Motion to approve the Proposed 2023 Operating Budget**

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed: 6-0

ITEM: Discussion and Possible Action on the Proposed 2023 CIP Budget

No Action

ITEM: Discussion and Possible Action on the Proposed TID #3 and TID #5 Capital Borrowings

No Action

ITEM: Requested Action Statement for approval of the contract with Toepfer Security Corporation for the New Berlin Activity & Recreation Center Phase 2

MOTION: **Motion to approve the RAS.**

VOTE: Motion by: Horbinski
Second by: Garrigues
Motion Passed: 6-0

ITEM: Discussion and Possible Action to approve Resolution No. 22-27, A Resolution to approve the Waukesha County Drug Task Force Memorandum of Understanding

MOTION: **Motion to approve Resolution No. 22-27**

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed: 6-0

ITEM: Discussion and Possible Action to approve Resolution 22-28, A Resolution to amend the 2021 CIP Budget Transfer of funds from DPW Cold Storage to New Berlin Activity & Recreation Center Phase I

MOTION: **Motion to approve Resolution 22-28.**

VOTE: Motion by: Kroupa
Second by: Horbinski
Motion Passed: 6-0

ITEM: Discussion & possible action on Intergovernmental Agreement between the City of New Berlin and Waukesha County

MOTION: **Discussion to approve the Intergovernmental Agreement between the City of New Berlin and Waukesha County**

VOTE: Motion by: Horbinski
Second by: Hopkins
Motion Passed: 6-0

ITEM: Recommend to Council approve the 2023 City Clerk & Community Relations Department Fee List as presented

MOTION: Motion to approve the 2023 City Clerk & Community Relations Department Fee List as presented.

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed: 6-0

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

**Motion by Kroupa to adjourn at 6:07PM. Motion Seconded by Horbinski.
Motion Passed 6-0.**

Respectfully Submitted,

Rubina R. Medina, City Clerk

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlin.org



Total License Fees Due: _____
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

♦ Application Type – Please check all licenses applying for

To Serve: _____ Residential _____ Commercial X Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 11 Total License Fee \$ 325

♦ Applicant Information – Please print legibly

Name of Company JOHNS DISPOSAL SERVICE, INC

Business Address of Company 7311 OMEGA CIR, FRANKSVILLE, WI, 53126

Company Website WWW.JOHNSDISPOSAL.COM

Type of Organization: Individual _____ Partnership _____ Corporation X

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) 1) BRIAN JONGETJES - W6957 SAVANNAH LN, DELAVAN WI 53115, BJJC@JOHNSDISPOSAL.COM, (262) 903-0529, 262-473-4700 x201
2) RON JONGETJES - W5632 AMOS RD, ELKHORN, WI, 53121, (262) 903-1119, (262) 473-4700 x225

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) GARBAGE TRUCKS

Address of place where vehicles are stored when not in use: 7311 OMEGA CIR, FRANKSVILLE, WI, 53126;
107 CO RD N, WHITEWATER WI 53190, 20820 GUMINARD, BROOKFIELD WI 53072
Phone Number for Resident questions/comments (262) 473-4700

♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature [Signature]

Date 12/2/22

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s) Issued _____ inclusive



City of New Berlin

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

www.newberlin.org

approved for \$325.00
sm [signature] 12/2/22

November 23, 2022

Dear License Applicant:

Your current license to collect and transport garbage, rubbish and/or waste material in the City of New Berlin expires on December 31st, 2022. Enclosed with this letter is a renewal application if you will be needing a license for the 2023 year.

Please return the application along with the necessary fees to my attention no later than December 8, 2022. Your application will go before the Common Council for approval on December 13, 2022. When calculating fees, please keep in mind that the license fee is \$75 per year for one collection vehicle and \$25 per each additional collection vehicle.

Should you have any questions please feel free to contact me directly at 262-754-1844 or via email at mgodshall@newberlinwi.gov

Sincerely,

Megan Godshall

Megan Godshall
Deputy City Clerk

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlin.org



Total License Fees Due: _____
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

♦ Application Type – Please check all licenses applying for

To Serve: _____ Residential _____ ☒ Commercial _____ Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 24 Total License Fee \$ 675.00

♦ Applicant Information – Please print legibly

Name of Company Eagle Disposal Inc

Business Address of Company 21107 Omega Circle Franksville, WI 53126

Company Website eagledisposalinc.com

Type of Organization: Individual _____ Partnership _____ Corporation ☒

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) _____

William Katzman Jr. 262-895-4800

Jessica DeNomie 262-895-4800

Justin Springer 262-895-4800

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) _____

Address of place where vehicles are stored when not in use: 21107 Omega Circle Franksville, WI 53126

Phone Number for Resident questions/comments 262-895-4800

♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature Sydney DeNomie Thorson Date 12/06/2022

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s) Issued _____ inclusive

New Berlin Permit List

217 PB7979	2017	Mack	1M2AV04C3HM014971	MRU613
218 PB7978	2017	Mack	1M2AV04C5HM014972	MRU613
220 PB8919	2017	Mack	1M2AV04C5HM017368	MRU613
221 PB8794	2017	Mack	1M2AV04C3HM017367	MRU613
225 PB9372	2019	Mack	1M2TE2GC3KM001094	TE64
227 PB6737	2007	Mack	1M2K189C07M036464	600
230 QB18254	2021	Mack	1M2TE2GC3MM005262	TE64
231 QB18256	2021	Mack	1M2TE2GC5MM005263	TE64
288 QB16182	2015	Mack	1M2AV04C8FM011948	MRU613
410 QB16184	2016	Kenworth	1NKZX4TX4GJ465466	T880
411 QB16185	2016	Kenworth	1NXZX4TX2GJ465465	T880
415 PB7757	2015	Kenworth	1NKZX4EX5FJ419348	T880
416 PB8792	2017	Kenworth	1NKZX4TX6HJ120232	T880
417 PB8791	2017	Kenworth	1NKZX4TX8HJ120233	T880
418 QB14959	2016	Kenworth	1NKZX4EX0GJ465056	T880
419 PB8991	2017	Kenworth	1NKZX4TX9HJ120239	T880
420 QB16959	2017	Kenworth	1NKZX4TX7HJ120255	T880
421 PB9373	2019	Kenworth	1NKZX4TX1KJ216762	T880
422 PB9446	2020	Kenworth	1NKZX4TX8LJ298054	T880
423 PB9799	2020	Kenworth	1NKZX4TX4LJ298049	T880
424 PWL4996	2022	Mack	1M2GR4GC1NM029644	Granite
425 PWL1747	2022	Mack	1M2GR4GCXNM029643	Granite
426 PB8839	2003	Mack	1M2P267C23M065243	427
429 PB9454	2003	Mack	1M2P267C03M066570	429



Department of Public Works Summary

JOSH RADOMSKI, DIRECTOR OF PUBLIC WORKS

DPW – Streets Responsibilities

- ▶ 630 Lane Miles of Roadway and 459 Cul-De-Sacs
 - ▶ Plowing, asphalt patching, curb repair, stormwater repairs, culvert replacements, street sweeping, animal and debris pickup
- ▶ Maintain traffic signs, signals and lights
 - ▶ 6,100+ signs, 4 traffic signal intersections, 400+ Decorative Street Lights, 6 pedestrian flashing signals and black and white corner posts
- ▶ Vehicle Maintenance
 - ▶ Maintain and repair 300+ pieces of equipment including Utility, PD, Fire, and all DPW equipment. Also build various small truck equipment to save on new equipment costs. Provide fuel for all City vehicles.
- ▶ Recycling Center
 - ▶ Provide residents with disposal options for metal, cardboard, used oil, yard debris and leaves.

DPW – Parks

- ▶ Maintains 17 Parks and Grounds for 13 City Facilities totaling over 400 acres of land.
 - ▶ Turf and Athletic Field Maintenance, Special events, tournaments, landscape beds, weed control, park shelters, cleaning/maintaining park bathrooms, playground maintenance, playground safety inspections, snow removal.
- ▶ 4th of July Festival
 - ▶ Setup and takedown of festival grounds, cleaning and garbage removal during event
- ▶ Forestry Operations
 - ▶ Removal of dead or diseased trees within the Right of Way and Park system – priority on removal of trees threatening the public, tree trimming, tree planting

DPW – Building Maintenance

- ▶ Maintain 16 buildings comprising of over 280,000 square feet of floor space.
- ▶ Conduct daily building checks of the HVAC, Electrical and Plumbing Systems.
- ▶ Preventative Maintenance on building systems
- ▶ Work with outside contractors to complete more technical or larger projects
- ▶ Respond to work requests for different buildings
- ▶ Assist with special event setup and takedown
- ▶ COOP Unit Leaders

2022 Major Projects

City Hall Generator Replacement



2022 Major Projects

Paddock Parkway Endwall Repair



2022 Major Projects

Historical Museum Gazebo



2022 Major Projects

Historical Museum Carriage Barn



2022 Major Projects

Veteran's Memorial Concrete



2022 Major Projects - Calhoun Road Concrete Invert



Interdepartmental Coordination

- ▶ Given the combination of Parks, Buildings and Grounds with the Streets Department under the DPW umbrella, we have been able to coordinate the following items to increase efficiencies and lower costs:
 - ▶ Forestry Operations
 - ▶ Building and Grounds projects
 - ▶ Snow Plow Operations
 - ▶ Mowing Operations
 - ▶ Building Maintenance and Upgrades
 - ▶ Many other miscellaneous activities

Aiding other Departments

- ▶ Provided final topsoil and seed for the following projects:
 - ▶ Lion's Park
 - ▶ Cold Storage Facility
 - ▶ Wall Removal at Rec Center
- ▶ Replaced curb and gutter and storm water basins on Paddock Parkway
- ▶ Provide asphalt crew to aid with water and sanitary repairs
- ▶ Provide election support
- ▶ Provide fleet maintenance for Utility, City Hall, Police and Fire

2023 Goals

- ▶ Continue to foster an environment which allows for cross training between positions and departments to provide more operational efficiencies.
- ▶ Upgrade facilities to improve energy efficiencies as budget allows.
- ▶ Train our younger staff so that they can learn a variety of different jobs and equipment.
- ▶ Continue to remove the dead ash trees that are a result of the Emerald Ash Borer. This will require a significant amount of staff time over the next several years before all potentially dangerous trees can be removed.



REQUESTED ACTION STATEMENT

DATE: December 7, 2022

TO: Mayor
Common Council

FROM: Josh Radomski – Director of Public Works

ISSUE: Resolution Number 22-29: A Resolution Transferring Funds from Contingency to the Streets Department Budget for Increased Fuel Costs

REQUESTED:

Recommend Council to approve Resolution Number 22-29 A Resolution Transferring Funds from Contingency to the Streets Department Budget for Increased Fuel Costs to transfer \$200,000 from 156000000-56120 Contingency to 15620000-54190 Streets – Gas & Oil.

FISCAL IMPACT:

The Streets – Gas and Oil account is in need of transferring \$200,000 from contingency to cover increased fuel costs for the City operations that have been incurred due to the high fuel prices for much of the year.

RATIONALE:

The New Berlin Streets Department purchases fuel for all City operations out of the Streets – Gas and Oil account. Due to the increased fuel prices that the nation experienced this year, the cost to provide fuel to city vehicles has increased dramatically above the budgeted amounts. Transferring this money is necessary for the Streets Department to meet our budget requirements.

RESOLUTION NUMBER 22-29**A RESOLUTION TRANSFERRING FUNDS FROM CONTINGENCY TO THE STREETS
DEPARTMENT BUDGET FOR INCREASED FUEL COSTS**

WHEREAS, the streets department purchases gas & oil for all city operations. The price of gasoline & diesel fuel spiked high above the amount budgeted early in the year. Conservation measures were put in place and the cost overruns were monitored through-out the year. Streets waited until prices stabilized to get a better estimate of the budget transfer needed to cover the shortfall.

WHEREAS, it was determined that \$200,000 is the amount needed to cover the large increase in gas prices

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that funds be transferred as follows:

TRANSFER FROM

156000000-56120	CONTINGENCY	\$200,000
-----------------	-------------	-----------

TRANSFER TO

15620000-54190	STREETS – GAS & OIL	\$200,000
----------------	---------------------	-----------

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha County NOW within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 13th day of December 2022.

David Ament, Mayor

Countersigned:

Rubina R Medina, City Clerk

ORDINANCE NO. 2664

**ORDINANCE TO CREATE SECTION 124-20 OF THE
MUNICIPAL CODE OF THE CITY OF NEW BERLIN
CONCERNING REIMBURSEMENT FOR AMBULANCE FEES**

The Common Council of the City of New Berlin do ordain as follows:

Section 124-20 of the Municipal Code of the City of New Berlin is hereby amended as follows:

SECTION I

Section 124-20, A, shall be modified to \$1,000.00 for the conveyance of residents and \$1,200.00 for the conveyance of non-residents for all basic, life-support conveyances.

SECTION II

Section 124-20, B, shall be modified to provide that a base charge for paramedic conveyances shall be \$1,250.00 for residents and \$1,450.00 for non-residents.

SECTION III

Section 124-20, C, shall be modified to provide that the base charge for the conveyance of residents for critical care shall be increased to \$1,500.00 and the base charge of \$1,800.00 for non-residents.

SECTION IV

Section 124-20, D, shall be modified to provide that in addition to the base fee a charge of \$24.00 per loaded mile will be assessed for all transports.

SECTION V

Section 124-20, E, shall be modified to provide that a base charge of \$500.00 shall be assessed where aid is rendered and requires advance treatment for all non-transport calls.

SECTION VI

The modifications being made to Section 124-20, A through F, shall be effective January 1, 2023.

SECTION VII

Section 124-20, H, is hereby created to read as follows: The charges assessed pursuant to Section 124-20, A through E, shall each be increased by the sum of \$50.00 effective January 1, 2024 and by an additional \$50.00 effective January 1, 2025.

SECTION VIII

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IX

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION X

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this _____ day of _____, 2022.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

12/09/22

**CITY OF NEW BERLIN
CAPITAL IMPROVEMENT BUDGET
2023**

	2021 BUDGET	2022 BUDGET	2022 6 MONTHS	2023 DEPARTMENT PROPOSED	2023 MAYOR PROPOSED	2023 ADOPTED
GENERAL GOVERNMENT	925,000	860,000	907	2,335,000	1,945,000	-
PUBLIC SAFETY	743,902	305,000	-	275,000	200,000	-
WAUKESHA WATER	666,667	666,666	-	666,667	666,667	-
PARKS & RECREATION	160,000	325,000	-	240,000	180,000	-
PUBLIC WORKS & COMMUNITY DEVELOPMENT	11,523,295	6,515,000	87,046	11,318,000	6,980,000	-
LIBRARY	-	-	-	-	-	-
Sub-total	14,018,864	8,671,666	87,953	14,834,667	9,971,667	-
ACTIVITY & RECREATION CENTER	5,100,000	13,999,738	-	-	-	-
Grand Total	19,118,864	22,671,404	87,953	14,834,667	9,971,667	-

BREAKDOWN OF TOTAL BORROWING:

**WAUKESHA WATER IGA - SEWER ADVANCE
ANNUAL CAPITAL PROJECTS - DEBT ISSUE**

**666,667
9,305,000
9,971,667**

FUNDING SOURCE:

**TAX LEVY 9,971,667
9,971,667**

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>GENERAL GOVERNMENT</u>							
BUILDINGS & GROUNDS	<u>2,335,000</u>	<u>1,945,000</u>	<u>1,660,000</u>	<u>635,000</u>	<u>120,000</u>	<u>400,000</u>	<u>4,760,000</u>
TOTAL	2,335,000	1,945,000	1,660,000	635,000	120,000	400,000	4,760,000
<u>PUBLIC SAFETY</u>							
FIRE DEPARTMENT	<u>275,000</u>	<u>200,000</u>	<u>350,000</u>	<u>880,000</u>	<u>385,000</u>	<u>968,000</u>	<u>2,783,000</u>
TOTAL	275,000	200,000	350,000	880,000	385,000	968,000	2,783,000
WAUKESHA WATER UTILITY IGA	666,667	666,667	-	-	-	-	666,667
PARKS	240,000	180,000	170,000	70,000	70,000	200,000	690,000
<u>PUBLIC WORKS & COMMUNITY DEVELOPMENT</u>							
STREETS - EQUIPMENT	1,535,000	540,000	1,718,000	933,000	898,000	923,000	5,012,000
ENGINEERING - STREETS	5,040,000	5,040,000	3,450,000	4,691,000	8,350,000	9,300,000	30,831,000
ENGINEERING - IMPROVEMENTS	843,000	175,000	1,143,000	565,000	314,000	175,000	2,372,000
COMMUNITY DEVELOPMENT	<u>3,900,000</u>	<u>1,225,000</u>	<u>3,880,000</u>	<u>4,265,000</u>	<u>2,260,000</u>	<u>11,620,000</u>	<u>23,250,000</u>
TOTAL	11,318,000	6,980,000	10,191,000	10,454,000	11,822,000	22,018,000	61,465,000
TOTAL	<u>14,834,667</u>	<u>9,971,667</u>	<u>12,371,000</u>	<u>12,039,000</u>	<u>12,397,000</u>	<u>23,586,000</u>	<u>70,364,667</u>

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023- 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>BUILDINGS & GROUNDS</u>							
	-	-	-	100,000		-	100,000
7 CHILLER/CONDENSOR - LIBRARY	450,000	-	450,000	-	-	-	450,000
6 MANUAL TRANSFER SWITCH - LIBRARY	75,000	75,000	-	-	-	-	75,000
CARPET REPLACEMENT - LIBRARY	-	-	-	160,000	-	-	160,000
GENERATOR - LIBRARY	-	-	-	-	-	400,000	400,000
3 ROOF REPLACEMENT - SAFETY BUILDING	1,120,000	1,120,000	-	-	-	-	1,120,000
GENERATOR - SAFETY BUILDING	-	-	650,000	-	-	-	650,000
5 FAÇADE IMPROVEMENTS - SAFETY BUILDING	125,000	125,000	-	-	-	-	125,000
4 ROOF REPLACEMENT - FIRE STATION #1	415,000	415,000	-	-	-	-	415,000
MAKE UP AIR UNIT - FS #1	-	-	125,000	-	-	-	125,000
INFRARED HEATER - FIRE STATION #1	-	-	-	-	120,000	-	120,000
ROOF REPLACEMENT - FIRE STATION #2	-	-	-	175,000	-	-	175,000
1 BOX TRUCK - MAINT TECH	90,000	90,000	60,000	-	-	-	150,000
2 PICK UP TRUCK - FACILITIES SUPERVISOR	60,000	60,000	-	-	-	-	60,000
4 ROOF TOP UNITS-COMMUNITY CENTER	-	-	175,000	-	-	-	175,000
ROOF-COMMUNITY CENTER	-	-	200,000	-	-	-	200,000
FOUNDATION - SAFETY BUILDING	-	60,000	-	-	-	-	60,000
ROOF REPLACEMENT - GOLF COURSE	-	-	-	200,000	-	-	200,000
TOTAL	2,335,000	1,945,000	1,660,000	635,000	120,000	400,000	4,760,000
<u>PARKS</u>							
16' ROTARY MOWER	-	-	-	-	-	130,000	130,000
3 1 TON DUMP TRUCK	60,000	-	60,000	70,000	70,000	70,000	270,000
PICK-UP TRUCK	-	-	50,000	-	-	-	50,000
1 BOX VAN	90,000	90,000	-	-	-	-	90,000
TOOL CAT	-	-	60,000	-	-	-	60,000
2 MINI - LOADER	90,000	90,000	-	-	-	-	90,000
TOTAL	240,000	180,000	170,000	70,000	70,000	200,000	690,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>STREETS - EQUIPMENT</u>							
2 PLOW TRUCK	245,000	245,000	538,000	558,000	578,000	598,000	2,517,000
ONE TON TRUCK	-	-	85,000	-	95,000	-	180,000
1 FRONT END LOADER	295,000	295,000	-	-	-	325,000	620,000
3 TUB GRINDER	925,000	-	925,000	-	-	-	925,000
SKIDSTER	-	-	100,000	-	-	-	100,000
4 FORKLIFT	70,000	-	70,000	-	-	-	70,000
RUBBER TIRE EXCAVATOR	-	-	-	375,000	-	-	375,000
BRINE SYSTEM	-	-	-	-	225,000	-	225,000
TOTAL	1,535,000	540,000	1,718,000	933,000	898,000	923,000	5,012,000
WAUKESHA WATER UTILITY IGA	666,667	666,667	-	-	-	-	666,667
<u>ENGINEERING - STREETS</u>							
ROADWAY REHABILITATION	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	15,000,000
SMALL ROAD - College to Westridge	1,600,000	1,600,000	-	-	-	-	1,600,000
SUNNY SLOPE - Grange to College	-	-	350,000	250,000	3,500,000	-	4,100,000
GRANGE AVE - Moorland to 124th	-	-	-	441,000	630,000	6,300,000	7,371,000
124th STREET - Lincoln to Greenfield	-	-	-	-	1,200,000	-	1,200,000
MOORLAND ROAD IMPROVEMENTS	440,000	440,000	100,000	1,000,000	20,000	-	1,560,000
TOTAL	5,040,000	5,040,000	3,450,000	4,691,000	8,350,000	9,300,000	30,831,000
<u>ENGINEERING - IMPROVEMENTS</u>							
LIGHTING - National Ave	175,000	175,000	175,000	175,000	175,000	175,000	875,000
PARKING LOTS - Public Safety Bldg	668,000	-	668,000	-	-	-	668,000
PARKING LOTS - Malone Park Gazebo	-	-	250,000	-	-	-	250,000
PARKING LOTS - Valley View Park	-	-	-	390,000	-	-	390,000
PARKING LOTS - Calhoun Park	-	-	-	-	89,000	-	89,000
SIDEWALK IMPROVEMENTS	-	-	50,000	-	50,000	-	100,000
TOTAL	843,000	175,000	1,143,000	565,000	314,000	175,000	2,372,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT</u>							
PARK STRUCTURES & TRAIL - MALONE PARK	2,550,000	-	2,550,000	550,000	-	-	3,100,000
PLAYGROUND - BUENA PARK	25,000	25,000	200,000	-	-	-	225,000
PLAYGROUND - MAPLE RIDGE PARK	25,000	25,000	200,000	-	-	-	225,000
PARK STRUCTURES & TRAIL - CALHOUN PARK	-	-	90,000	900,000	-	-	990,000
PARK STRUCTURES & TRAIL - GATEWOOD PARK	-	-	15,000	150,000	-	-	165,000
PLAYGROUND, PARK STRUCTURES & TRAIL - VALLEY VIEW PARK	-	-	-	90,000	900,000	-	990,000
PARK DEVELOPMENT - SECTION 35 - Phase 2	-	-	-	2,000,000	800,000	11,000,000	13,800,000
PARK STRUCTURES, BASKETBALL & TRAIL - LIONS PAR	-	-	-	-	-	20,000	20,000
PARKS - Prohealth Care, Regal, High Grove Park	-	-	-	-	60,000	600,000	660,000
LIGHTING - MALONE PARK	1,000,000	1,000,000	700,000	525,000	-	-	2,225,000
PARK SHELTER MAINTENANCE	125,000	-	125,000	50,000	-	-	175,000
STRATEGIC PLAN - DPW campus, Hickory Grove	175,000	175,000	-	-	-	-	175,000
HICKORY GROVE - Demo Building	-	-	-	-	500,000	-	500,000
TOTAL	3,900,000	1,225,000	3,880,000	4,265,000	2,260,000	11,620,000	23,250,000
<u>FIRE DEPARTMENT</u>							
AMBULANCE	-	-	350,000	-	385,000	-	735,000
DIGITAL STATION ALERTING	275,000	200,000	-	-	-	-	200,000
ENGINE	-	-	-	880,000	-	968,000	1,848,000
TOTAL	275,000	200,000	350,000	880,000	385,000	968,000	2,783,000

CITY OF NEW BERLIN

TIF #3 & #5 YEAR CAPITAL IMPROVEMENT PROGRAM

2023 - 2027

		Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
TID #3	SMALL ROAD - College to Westridge	3,700,000	3,700,000	-	-	-	-	3,700,000
TID #5	LINCOLN AVE - Calhoun to Springdale Rd	6,150,000	6,150,000	-	-	-	-	6,150,000

1187500

	FUNDING SOURCE							
BONDING	COUNTY	TIF #5	Tif #3	HSIP	SEWER	IMPACT	PS&OS	GOLF

		-	
		-	
-		-	-
75,000		75,000	-
		-	-
		-	-
1,120,000		1,120,000	-
		-	-
125,000		125,000	-
415,000		415,000	-
		-	-
		-	-
		-	-
90,000		90,000	-
60,000		60,000	-
		-	-
		-	-
60,000			
		-	-
		-	
		-	
		-	-
		-	-
-		-	-
		-	-
90,000		90,000	-
		-	-
90,000		90,000	-
		-	
		-	
		-	-
		-	-

[illegible]

[illegible]

BUILDINGS & GROUNDS

04251300	61514	C2022	GENERATOR - FIRE STATION #4	130,000
04251300	61413	C2022	FOUNDATION - SAFETY BUILDING	75,000
04251300	61510	C2022	ARCHITECTURAL REPAIRS - CITY HALL	300,000
04251300	61516	C2022	3 ROOF TOP UNITS-PARKS	55,000
04251300	61411	C2022	DOOR ACCESS SYSTEMS	300,000

PARKS

04059100	61221	C2022	16' ROTARY MOWER	125,000
04059100	61213	C2022	1 TON DUMP TRUCK	65,000
04059100	61131	C2022	STUMP GRINDER	60,000

STREETS - EQUIPMENT

04056200	61200	C2022	PLOW TRUCK	220,000
04056200	61219	C2022	ASPHALT TRUCK	75,000
04056200	61226	C2022	TRI-AXLE DUMP TRUCK	180,000

04252900	61130	C2022	ACTIVITY & RECREATION CENTER	11,470,000
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04050500	68000	C2022	WAUKESHA WATER UTILITY IGA	666,666
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ENGINEERING - STREETS

04251100	59040	C2022	ROADWAY REHABILITATION	2,000,000
04251100	63027	C2022	CASPER Drive	500,000
04251100	63025	C2022	SMALL ROAD - College to Westridge	250,000
04251100	63014	C2022	LINCOLN AVE - Calhoun to Springdale Rd	400,000
04251100	63019	C2022	COFFEE RD - Resurfacing	580,000
04251100	63029	C2022	MOORLAND ROAD IMPROVEMENTS	30,000

ENGINEERING - IMPROVEMENTS

04251100	63700	C2022	SIDEPATH & LIGHTS - Moorland Rd	
04251100	63600	C2022	LIGHTING & IMPROVEMENTS National & M	150,000
04251100	61112	C2022	PARKING LOTS	295,000
04251100	63601	C2022	SIDEWALK IMPROVEMENTS	50,000

DEPARTMENT OF COMMUNITY DEVELOPMENT

04252900	61131	C2022	PARK STRUCTURES & TRAIL - BUENA PA	960,000
04252900	61118	C2022	PARK STRUCTURES & TRAIL - MALONE F	250,000
04252900	61127	C2022	LIGHTING - MALONE PARK	475,000
04252900	61132	C2022	PARK SHELTER MAINTENANCE	100,000

FIRE DEPARTMENT

04052300	61304	C2022	AMBULANCE	305,000
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04050500	60000	C2022	BOND EXPENSE	
04010600	47000	C2022	INTEREST EARNED	
04011800	49505	C2022	BOND PROCEEDS	

October 20, 2022

Preliminary TID #3 & TID #5 Cash Flow Projections

City of New Berlin, WI



Prepared by:

Ehlers
N21W23350 Ridgeview
Parkway West, Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

City of New Berlin, Wisconsin

Tax Increment District # 3

Development Assumptions

Construction Year		Actual	Annual Total	Construction Year	
1	2018	13,171,800	13,171,800	2018	1
2	2019	11,038,100	11,038,100	2019	2
3	2020	12,420,400	12,420,400	2020	3
4	2021	13,244,500	13,244,500	2021	4
5	2022		0	2022	5
6	2023		0	2023	6
7	2024		0	2024	7
8	2025		0	2025	8
9	2026		0	2026	9
10	2027		0	2027	10
11	2028		0	2028	11
12	2029		0	2029	12
13	2030		0	2030	13
14	2031		0	2031	14
15	2032		0	2032	15
16	2033		0	2033	16
17	2034		0	2034	17
18	2035		0	2035	18
19	2036		0	2036	19
20	2037		0	2037	20
Totals		<u>49,874,800</u>	<u>49,874,800</u>		

Notes:

City of New Berlin, Wisconsin

Tax Increment District # 3

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	729,000
District Creation Date	February 13, 2018	Appreciation Factor	
Valuation Date	Jan 1, 2018		
Max Life (Years)	20	Rate Adjustment Factor (5 years)	-1.00%
Expenditure Period/Termination	15 2/13/2033		
Revenue Periods/Final Year	20 2039		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	N/A
Recipient District	No	Taxable Discount Rate	N/A

Construction	Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	13,171,800	2019		13,171,800	2020	\$16.20	213,414
2	2019	11,038,100	2020		24,209,900	2021	\$15.42	373,258
3	2020	12,420,400	2021		36,630,300	2022	\$14.33	524,788
4	2021	13,244,500	2022		49,874,800	2023	\$14.18	707,392
5	2022	0	2023	0	49,874,800	2024	\$14.04	700,318
6	2023	0	2024	0	49,874,800	2025	\$13.90	693,315
7	2024	0	2025	0	49,874,800	2026	\$13.76	686,382
8	2025	0	2026	0	49,874,800	2027	\$13.62	679,518
9	2026	0	2027	0	49,874,800	2028	\$13.62	679,518
10	2027	0	2028	0	49,874,800	2029	\$13.62	679,518
11	2028	0	2029	0	49,874,800	2030	\$13.62	679,518
12	2029	0	2030	0	49,874,800	2031	\$13.62	679,518
13	2030	0	2031	0	49,874,800	2032	\$13.62	679,518
14	2031	0	2032	0	49,874,800	2033	\$13.62	679,518
15	2032	0	2033	0	49,874,800	2034	\$13.62	679,518
16	2033	0	2034	0	49,874,800	2035	\$13.62	679,518
17	2034	0	2035	0	49,874,800	2036	\$13.62	679,518
18	2035	0	2036	0	49,874,800	2037	\$13.62	679,518
19	2036	0	2037	0	49,874,800	2038	\$13.62	679,518
20	2037	0	2038	0	49,874,800	2039	\$13.62	679,518
Totals		49,874,800		0		Future Value of Increment		12,732,602

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of New Berlin, Wisconsin

Tax Increment District # 3

Cash Flow Projection

Year	Projected Revenues						Expenditures										Balances			Year		
	Tax Increments	Special Assessments	Investment Income	Debt Proceeds	Misc.	Total Revenues	G.O. Notes, Series 2018 \$1,215,000		G.O. Notes, Series 2020 \$505,000		Prop. G.O. Notes, Series 2023 \$3,560,000			Total Expenditures	Annual	Cumulative	Principal Outstanding					
							Dated Date: 09/20/18 Principal (6/1)	Interest	Dated Date: 07/15/20 Principal (6/1)	Interest	Dated Date: 06/01/23 Principal	Est. Rate	Interest					General Gov.	Capital Outlay		Transfer Out	Fiscal Charges
2017		1,247	143			1,390								9,535		355		9,890	(8,500)	(8,500)	1,215,000	2017
2018		1,248	6,722	1,215,000		1,222,970								9,782	959,063	337	8,736	977,918	245,052	236,552	1,215,000	2018
2019			4,505			4,505		39,673						4,182	237,579			281,434	(276,929)	(40,377)	1,215,000	2019
2020	213,414		1,021	505,000		719,435		33,138						18,150	93,485			144,773	574,663	534,286	1,720,000	2020
2021	373,258		2,402		15,500	391,160		33,138	45,000	12,125				1,236	679,984			771,482	(380,322)	153,963	1,675,000	2021
2022	524,788					524,788	160,000	31,338	50,000	7,190				7,500	250,000			506,028	18,761	172,724	1,465,000	2022
2023	707,392			3,560,000		4,267,392	165,000	27,475	50,000	5,940				7,500	3,495,000		65,000	3,815,917	451,477	624,201	4,810,000	2023
2024	700,318					700,318	170,000	23,288	50,000	4,940		267,000		7,500				522,728	177,591	801,792	4,590,000	2024
2025	693,315					693,315	175,000	18,756	50,000	3,940		178,000		7,500	1,000,000			1,433,196	(739,881)	61,911	4,365,000	2025
2026	686,382					686,382	180,000	13,650	30,000	2,990	250,000	5.00%	171,750	7,500				655,890	30,492	92,402	3,905,000	2026
2027	679,518					679,518	180,000	8,250	50,000	2,290	275,000	5.00%	158,625	7,500				681,665	(2,147)	90,255	3,400,000	2027
2028	679,518					679,518	185,000	2,775	55,000	1,738	300,000	5.00%	144,250	7,500				696,263	(16,745)	73,510	2,860,000	2028
2029	679,518					679,518			65,000	1,078	450,000	5.00%	125,500	7,500				649,078	30,440	103,951	2,345,000	2029
2030	679,518					679,518			60,000	360	500,000	5.00%	101,750	7,500				669,610	9,908	113,859	1,785,000	2030
2031	679,518					679,518					550,000	5.00%	75,500	7,500				633,000	46,518	160,377	1,235,000	2031
2032	679,518					679,518					600,000	5.00%	46,750	7,500				654,250	25,268	185,645	635,000	2032
2033	679,518					679,518					635,000	5.00%	15,875	7,500				658,375	21,143	206,788	0	2033
2034	679,518					679,518								7,500				7,500	672,018	878,806	0	2034
2035	679,518					679,518								7,500				7,500	672,018	1,550,824	0	2035
2036	679,518					679,518								7,500				7,500	672,018	2,222,842	0	2036
2037	679,518					679,518								7,500				7,500	672,018	2,894,860	0	2037
2038	679,518					679,518								7,500				7,500	672,018	3,566,878	0	2038
2039	679,518					679,518								7,500				7,500	672,018	4,238,896	0	2039
Total	12,732,602	2,495	14,793	5,280,000	15,500	18,045,390	1,215,000	231,479	505,000	42,590	3,560,000		1,285,000	177,885	6,715,111	692	73,736	13,806,494				Total

Notes:

Projected TID Closure if no other project costs are financed

City of New Berlin, WI

Tax Increment District #5

Development Assumptions

Construction Year		ABB	Annual Total	Construction Year	
1	2022	5,500,000	5,500,000	2022	1
2	2023	27,500,000	27,500,000	2023	2
3	2024	22,000,000	22,000,000	2024	3
4	2025		0	2025	4
5	2026		0	2026	5
6	2027		0	2027	6
7	2028		0	2028	7
8	2029		0	2029	8
9	2030		0	2030	9
10	2031		0	2031	10
11	2032		0	2032	11
12	2033		0	2033	12
13	2034		0	2034	13
14	2035		0	2035	14
15	2036		0	2036	15
16	2037		0	2037	16
17	2038		0	2038	17
18	2039		0	2039	18
19	2040		0	2040	19
20	2041		0	2041	20
Totals		55,000,000	55,000,000		

Notes:

1. 10% constructed in 2022; 50% constructed in 2023, 40% constructed in 2024.

City of New Berlin, WI

Tax Increment District #5

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	1,213,470
District Creation Date	January 11, 2022	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2022		
Max Life (Years)	20	Rate Adjustment Factor (3 years)	-1.00%
Expenditure Period/Termination	15 1/11/2037		
Revenue Periods/Final Year	20 2043		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	N/A
Eligible Recipient District	No	Taxable Discount Rate	N/A

Construction	Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2022	5,500,000	2023	0	5,500,000	2024	\$13.90	76,450
2	2023	27,500,000	2024	0	33,000,000	2025	\$13.76	454,113
3	2024	22,000,000	2025	0	55,000,000	2026	\$13.62	749,286
4	2025	0	2026	0	55,000,000	2027	\$13.62	749,286
5	2026	0	2027	0	55,000,000	2028	\$13.62	749,286
6	2027	0	2028	0	55,000,000	2029	\$13.62	749,286
7	2028	0	2029	0	55,000,000	2030	\$13.62	749,286
8	2029	0	2030	0	55,000,000	2031	\$13.62	749,286
9	2030	0	2031	0	55,000,000	2032	\$13.62	749,286
10	2031	0	2032	0	55,000,000	2033	\$13.62	749,286
11	2032	0	2033	0	55,000,000	2034	\$13.62	749,286
12	2033	0	2034	0	55,000,000	2035	\$13.62	749,286
13	2034	0	2035	0	55,000,000	2036	\$13.62	749,286
14	2035	0	2036	0	55,000,000	2037	\$13.62	749,286
15	2036	0	2037	0	55,000,000	2038	\$13.62	749,286
16	2037	0	2038	0	55,000,000	2039	\$13.62	749,286
17	2038	0	2039	0	55,000,000	2040	\$13.62	749,286
18	2039	0	2040	0	55,000,000	2041	\$13.62	749,286
19	2040	0	2041	0	55,000,000	2042	\$13.62	749,286
20	2041	0	2042	0	55,000,000	2043	\$13.62	749,286
Totals		55,000,000		0		Future Value of Increment		14,017,719

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of New Berlin, WI

Tax Increment District #5

Cash Flow Projection

Year	Projected Revenues				Expenditures								Balances			Year	
					G.O. Notes 405,000		G.O. Bonds Series 2023 6,645,000										
	Tax Increments	Developer Revenue	Debt Proceeds	Total Revenues	Dated Date: Principal	10/12/22 Interest	Dated Date: Principal	Est. Rate	Interest	Capital Outlay	Fiscal Charges	Planning & Administration	Total Expenditures	Annual	Cumulative		Principal Outstanding
2022		15,000	405,000	420,000						401,525	3,475	15,000	420,000	0	0	405,000	2022
2023			6,645,000	6,645,000	5,000	20,268				6,550,000	95,000	10,000	6,680,268	(35,268)	(35,268)	7,045,000	2023
2024	76,450			76,450	40,000	16,700			498,375			10,000	565,075	(488,625)	(523,893)	7,005,000	2024
2025	454,113			454,113	40,000	14,700			332,250			10,000	396,950	57,163	(466,730)	6,965,000	2025
2026	749,286			749,286	45,000	12,575			332,250			10,000	399,825	349,461	(117,269)	6,920,000	2026
2027	749,286			749,286	45,000	10,325	225,000	5.00%	326,625			10,000	616,950	132,336	15,068	6,650,000	2027
2028	749,286			749,286	45,000	8,300	350,000	5.00%	312,250			10,000	725,550	23,736	38,804	6,255,000	2028
2029	749,286			749,286	45,000	6,500	375,000	5.00%	294,125			10,000	730,625	18,661	57,466	5,835,000	2029
2030	749,286			749,286	45,000	4,700	400,000	5.00%	274,750			10,000	734,450	14,836	72,302	5,390,000	2030
2031	749,286			749,286	45,000	2,900	425,000	5.00%	254,125			10,000	737,025	12,261	84,564	4,920,000	2031
2032	749,286			749,286	50,000	1,000	455,000	5.00%	232,125			10,000	748,125	1,161	85,725	4,415,000	2032
2033	749,286			749,286			525,000	5.00%	207,625			10,000	742,625	6,661	92,386	3,890,000	2033
2034	749,286			749,286			550,000	5.00%	180,750			10,000	740,750	8,536	100,923	3,340,000	2034
2035	749,286			749,286			585,000	5.00%	152,375			10,000	747,375	1,911	102,834	2,755,000	2035
2036	749,286			749,286			615,000	5.00%	122,375			10,000	747,375	1,911	104,746	2,140,000	2036
2037	749,286			749,286			650,000	5.00%	90,750			10,000	750,750	(1,464)	103,282	1,490,000	2037
2038	749,286			749,286			685,000	5.00%	57,375			10,000	752,375	(3,089)	100,194	805,000	2038
2039	749,286			749,286			805,000	5.00%	20,125			10,000	835,125	(85,839)	14,355	0	2039
2040	749,286			749,286								10,000	10,000	739,286	753,642		2040
2041	749,286			749,286								10,000	10,000	739,286	1,492,928		2041
2042	749,286			749,286								10,000	10,000	739,286	2,232,214		2042
2043	749,286			749,286								10,000	10,000	739,286	2,971,501		2043
Total	14,017,719	15,000	7,050,000	21,082,719	405,000	97,968	6,645,000		3,688,250	6,951,525	98,475	225,000	18,111,218				Total

Notes:

Projected TID Closure



REQUESTED ACTION STATEMENT

DATE: December 5, 2022

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

A Memorandum of Understanding (MOU) was drafted to amend Section 15.01 of the 2021-2022 Collective Bargaining Agreement (CBA) between the New Berlin Professional Police Association (NBPPA) and the City of New Berlin to account for a canine (K9) handler moving to a new schedule consisting of working four (4) days on followed by two (2) days off.

REQUESTED:

Request to approve a MOU between the City of New Berlin and the NBPPA to add language to Section 15.01 of the current CBA to account for the transfer of a canine handler of the Patrol Division to Sergeant in the Patrol Division. The CBA negotiated a special schedule for canine handlers to compensate them for the at home care. Canine handlers work a schedule of four (4) days on and two (2) days off followed by three (3) days on and three (3) days while assigned to the Patrol Division. The purpose of the MOU is compensate the canine handler who is now a Patrol Sergeant. Supervisors work a four (4) days on two (2) days off work schedule.

FISCAL IMPACT:

The fiscal impact to the police department will last as long as the K9 is still in service. The Sergeant with the K9 would receive 3.2 hours of pay per week that can be taken in either overtime pay or comp time, not to exceed 6.4 hours per paycheck. This calculation comes from the current difference in hours between a K9 Officer and a Patrol supervisor with a K9. The Sergeant was promoted on July 23, so back pay from July 23 to Dec 31 of 2022 would be requested along with the future compensation while the K9 is actively working for the department.

RATIONALE:

The approval of this RAS will ensure the canine handler will be compensated for working the same number of hours per year whether assigned to the Patrol Division as a Canine or as a Patrol Sergeant. The comp time is compensation for at home care which would have been granted as an extra day off every twelve if the handler remained as Patrol Canine handler. Neither the City nor canine officer, is gaining or losing as it relates to hours worked on an annual basis. This proposal was reviewed by Human Resources and the NBPPA Union board.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW BERLIN
AND THE
NEW BERLIN PROFESSIONAL POLICE ASSOCIATION, INC.
FOR THE 2021-2022 COLLECTIVE BARGAINING AGREEMENT

INTRODUCTION:

On July 23, 2022, Officer James Ament, a K-9 officer who was assigned to the Patrol Division was promoted to Sergeant and assigned to the Patrol Division. James Ament and the NBPPA were involved in discussions with the Chief and members of the police command staff leading up to the promotion. All involved parties mutually agreed upon the promotion and the compensation for a K9 handler also serving as a patrol sergeant.

Section 15.01 of the CBA describes the hours of work for all NBPPA members. Section 15.01 states that the working schedule for Officers/Sergeants shall be based upon a cycle of four (4) days on - two (2) days off, repeated throughout the year irrespective of the day of the week and whether a Saturday, Sunday or holiday for an average of 38.60 hours a week.

With regard to a K-9 officer assigned to the patrol division, Section 15.01 of the CBA states that, for the purpose of compensating the K-9 officer for time spent caring for the canine off duty, the working schedule for K-9 Officers shall be based upon a cycle of four (4) days on, two (2) days off, three (3) days on, three (3) days off repeated throughout the year irrespective of the day of the week, and whether a Saturday, Sunday or holiday for an average of 33.8 hours per week. In addition, the K-9 Officer shall receive 8.25 hours of compensatory time on January 1 of each year while assigned to the Patrol Division as a Patrol Officer-K9.

AGREEMENT:

Notwithstanding any provision of the CBA to the contrary, James Ament will work an 8.25-hour shift, four (4) days on followed by two (2) days off, schedule while assigned to the Patrol Division as a Sergeant for a 38.6-hour week. The 38.6-hour patrol workweek is the baseline hours used for most CBA calculations. Ament will also be compensated 3.2 hours of pay per week at overtime rate ($3.2 \times 1.5 = 4.8$), which is the difference between hours worked on a 4/2 schedule and the 4/2,3/3 schedule. The 3.2 hours difference is being paid to Ament to compensate Ament for off-duty care of the K-9, which the parties agree reasonably reflects the total actual time spent by Ament each week on off-duty care of the K-9. Ament may choose to collect the 3.2 hours in pay or in comp time (@1.5). Ament will receive back pay for the 3.2 hours per week from the date of his promotion, July 23, 2022. Ament will also continue to receive 8.25 hours of comp time on January 1st of every year, as provided under Section 15.01 of the CBA.

This MOU shall be effective only while James Ament is assigned to a "4/2" schedule in the rank of Sergeant, and canine Condor is assigned by the police department as actively working with James Ament. This MOU is specific to the employment of James Ament, and does not set any precedent or practice of the City. Except as stated herein, all other terms of the CBA shall remain unchanged, and in full force and effect.

Date this _____ day of _____ 2022.

David Ament, Mayor

Jeff Hingiss, Police Chief

Forrest Clevestine, NBPPA President

James Ament



REQUESTED ACTION STATEMENT

DATE: December 3, 2022

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

Current and anticipated vacancies within the police department will result in staffing shortages in 2023.

REQUESTED:

Request to pre-hire one sworn police officer in January 2023 in anticipation of at least one retirement later in 2023.

FISCAL IMPACT:

The police department will be experiencing up to three retirements by August 2023. This is in addition to two other retirements earlier in 2022 that have yet to be filled. The Investigation Division has conducted multiple background investigations to fill the 2022 vacancies and the anticipated vacancies for 2023. The goal is to have all five candidates start on 01/02/23 to ensure efficient onboarding/training. Three of the five candidates will be lateral transfers from other agencies and two will be recruit officers.

We will be able to absorb the one pre-hire salary. The reason being is that all five of the retirees were at top salary and the five we are hiring are not. The three laterals, while all having prior law enforcement experience, will be hired slightly below our top salary. In addition, the two recruit candidates, who will be attending the 2023 WCTC police academy, will be hired at a reduced salary and once they complete the academy, will finish the year at an officer's "starting salary." Both of these salaries will be covered by the two retired salaries.

RATIONALE:

With the required number of hours it takes to send a new hire to the police recruit academy and then the time required for field training, an officer would not count towards minimum staffing for at least ten months. By pre-hiring one new hire in January 2023, we can get a head start on training a replacement officer for the anticipated retirement.



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

DATE: December 7, 2022

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss - Chief of Police

ISSUE: Recommend to Council – To update the School Resource Officer Memorandum of Understanding Agreement

REQUESTED: Recommend to Council to approve the following additions/clarifications to the Memorandum of Understanding between the New Berlin Police Department and the School District of New Berlin:

- 1) Section 1 (Cost of the SRO Program) item B addition.
- 2) Section 4 (Term of Agreement) language clarification.
- 3) Section 11 (Police Interviewing of Students at School) complete rewrite.
- 4) Section 12 (Body Worn Cameras) Section addition.

FISCAL IMPACT:

1) In the past, the New Berlin Police Department has allowed officers to work off duty at various school events and the School District of New Berlin has paid the officers directly for their services. The New Berlin Police Department will now pay the officers at their overtime rate to work these security assignments to ensure the officers are in uniform and properly equipped. The New Berlin Police Department will invoice the School District of New Berlin on a monthly basis to cover the overtime rate (salary only) for all security hours worked.

2) None

3) None

4) None

RATIONALE:

1) In the past, officers working these security details were not in uniform and did not have all of their department issued equipment with them. To improve officer safety and the quality of security provided to the School District of New Berlin, the New Berlin Police Department will assign officers to these security details at

an overtime rate on duty. This will allow officers to be in uniform and carry all of the necessary equipment to enhance their security presence and provide a safer atmosphere. The New Berlin Police Department will invoice the School District of New Berlin on a monthly basis to cover the overtime rate (salary only) for all security hours worked. For the purposes of this agreement, the officers working these security assignments will remain as our employees for liability purposes, worker's compensation purposes etc... The agreement follows the requirements of Wisconsin Law and has been reviewed by our city attorney (Attorney Mark Blum).

2) New Berlin City Attorney Mark Blum reviewed this current MOU and suggested the Term of Agreement language be clarified to better establish the agreement end. Under the current agreement, the MOU automatically renewed for a one-year term on July 1st 2022. The new language clarification implemented a clear end date of June 30th 2023.

3) The New Berlin Police Department and the School District of New Berlin collaborated on restructuring the interviewing section in the MOU. This collaboration produced a more comprehensive SRO interview process as it pertains to interviewing students. This section will now reflect current legal considerations and best practices when interviewing students at school.

4) The New Berlin Police Department implemented body worn cameras (BWC) in May 2022. All officers assigned to patrol along with school resource officers were assigned their own BWC. New Berlin Police Directive 6112: Mobile/Wearable Video Recorders (Squad Cameras/Body Worn Cameras) was established to provide detailed guidelines on BWC use. This MOU addition will umbrella our police BWC directive to ensure unilateral practice with BWC equipment by school resource officers while on school property. This MOU addition also solidifies that the BWC records will belong solely to the New Berlin Police Department for police purposes only.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes, this **1st** day of **October, 2018**, by and between the SCHOOL DISTRICT OF NEW BERLIN (HEREINAFTER "District"), and the CITY OF NEW BERLIN, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF NEW BERLIN POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A.** District will pay to City One Hundred and Seventeen Thousand Four Hundred Two dollars (\$117,402.00) in two equal installments billed by City for each year this agreement is in full force and effect. This amount will be recalculated every four years at the renewal of this agreement using the formula (Hourly Wage X 8.25 contractual hours per day) times {School Days in Session times number of SRO's assigned to and accepted by District} = Dollar Amount Paid by District to City Annually.
- B.** District will reimburse the City for assigned police officers at extra-curricular activities requested by the District. The City will bill the District on a monthly basis at an hourly rate not to exceed \$72.78 per hour per officer requested using the formula (City contracted officer hourly rate X 1.5) = Total Dollar Amount Paid by District to City on a monthly basis. This amount will be recalculated on January 1st of each calendar year to ensure compliance with NBPPA contract.

2. Employment of School Resource Officers.

- A.** The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B.** The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
- C.** The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

- D. Adjoin committee composed of representatives of the Police Department and the District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers.
- E. The District and Police Department shall agree on the appointment and continued assignment of the SROs and each reserves the right to reject or terminate an SRO assignment. In this event, written notice shall be provided to the other party with a brief explanation as to the reason for the rejection or termination of assignment.
- F. One SRO shall be assigned to each regular middle/ high school of the School District.

3. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the NBPPA. Duty hours of SRO's shall conform to the school day to the extent possible.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and an administrator of the school to which the SRO is assigned. This shall be provided with as much advance notice as possible, but not less than 2 hours prior to the absence, unless the cause of absence precludes such.

4. Term of Agreement.

This agreement shall be for the term of October 1, 2018 through June 30, 2019 and shall automatically renew for one year terms thereafter commencing July 1st of each year for three consecutive years (July 1, 2020, 2021 and 2022) with the last renewal term expiring June 30th of 2023, unless either party informs the other prior to April 1 of its intent to not renew the agreement.

The agreement will be reviewed annually by the School District of New Berlin Safety Committee prior to March 1 of each year. The Safety Committee may make recommendations for modifications as deemed necessary and appropriate by the Committee.

For the City: Chief of Police
 City of New Berlin
 16300 W. National Ave
 New Berlin, WI 53151

For the School District: Chief Finance & Operations Officer
 School District of New Berlin
 4333 S. Sunny Slope Road
 New Berlin, WI 53151

5. Purpose of This Understanding.

- A.** To clarify the role of the SRO to reduce misunderstandings between the Police Department and the District as far as responsibilities, procedures and expectations of the SRO while on campus.

6. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A.** To be a visible, active law enforcement figure on campus.
- B.** To assist District in dealing with specific law enforcement matters originating on the assigned campus.
- C.** To provide a classroom resource for law education using approved materials.
- D.** To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- E.** To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- F.** To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics.
- G.** All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests should be referred to the campus SRO.
- H.** The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- I.** The SRO and school administrator will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- J.** The SRO will coordinate all activities with the school administrator and concerned staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- K.** The SRO is first and foremost a law enforcement officer.
- L.** The SRO may be asked to provide community wide crime prevention presentation that include, but are not limited to:
- Drugs and the law -Adult and juvenile;
 - Alcohol and the law -Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs -Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
- M.** The SROs will wear department uniform, business casual and formal with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department.

- N. The SROs will wear their department issued duty weapons in accordance with department policy.
- O. Serve on the Safety Committee of the District.
- P. Work with school officials to develop and implement parking guidelines for students, staff and *visitors* and enforce parking laws when necessary.

7. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the building administrator or the building administrator's designee of the school to which they are assigned.

8. Access to Education Records.

- A. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- B. District shall share the attendance record of any student that is subject to investigation for truancy, arson, or a criminal or delinquent act.
- C. District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is/ was enrolled in school, photographs, degrees and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits districts from sharing any other records.
- D. SRO's will not have general access to student records that would violate state law or FERPA.
- E. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed taking into consideration the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence, to the extent allowed by law.
- F. A school psychologist, counselor, social worker, nurse, or any teacher or administrator who is designed by the school board to engage in alcohol and other drug program activities is prohibited by state law from sharing information received that the student, or another student, is using or experiencing problems resulting from the use of alcohol or other drugs.

9. Access to Police Records

- A. District or school administrators may request police records of a student enrolled within the District from the Police Department.
- B. The Police Department may release records of a student enrolled in District to the District on its own initiative or at the request of District, specifically including:

- i. the use, possession or distribution of alcohol, controlled substances or controlled substance analogy;
 - ii. the illegal possession by a juvenile of a dangerous weapon as defined in Wisc. Stat. sec. 939.22(10);
 - iii. an act for which the juvenile was taken into custody based upon law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law; and
 - iv. an act for which the student has been adjudged delinquent.
- C. District shall not disclose the information received under this section to the student or parents/ guardians of the student without first receiving acknowledgement from the SRO Police Department that disclosure will not adversely affect an ongoing investigation.
- D. The Police Department will immediately notify District of any person enrolled in or employed by District that is registered with the Department of Commerce {DOC} as a sex offender.

10. Procedures

- A. The SRO will not be involved in ordinary school discipline.
- B. If an administrator believes that a municipal or criminal violation has occurred or is about to occur, the building administrator will request SRO involvement who will conduct an investigation in conformance with legal procedures. When the violation is committed by a child with a disability, the administrator will contact the parents of the child for permission to release copies of the special education and disciplinary records of the child for consideration by the law enforcement agency.
- C. If an administrator has reasonable suspicion that sexting might be occurring s/he shall immediately solicit assistance from the SRO.
- D. The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from the SRO's investigation, but the school may not use the law enforcement officers' records as the sole basis for disciplinary action.
- E. If the SRO or Police Department receives information of an ordinance violation or crime on campus, the SRO shall notify the administration of the violation before initiating an investigation, unless the matter poses an imminent danger, as soon as possible either directly, through email or telephone.
- F. The SRO shall notify the school administration of the results of an investigation into an on-campus incident as soon as possible, if permitted by law, and prior to any action taken, if circumstances allow.
- G. It will be the responsibility of the SRO to report and process all crimes originating on campus to the Police Department. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by an SRO will

be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

- H. The SRO will coordinate his/her actions with the school administration for law enforcement cases that occurred outside of the school environment.
- I. The SRO may assist the school administration conduct a "T. L. O." search, at the request of the school administration, as long as the SRO is assisting school officials in furtherance of the school's objective to maintain a safe and proper educational environment as opposed to gathering evidence of a crime.

11. Police Interviewing of Students at School (proposed by District counsel)

- A. Question any witnesses to determine if an illegal act or unlawful offense (municipal or criminal) was committed and who committed said act.** The SRO shall have the general authority to question or interview any student at school who may have information about criminal misconduct. As a general rule, the interview shall be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interview a student without the presence of a school official. Parents/guardians shall be notified of such interrogations, by the SRO or administrator, as soon as practicable.
- B. Question the person suspected of committing the crime.** A school official shall be present during such interrogation. Parents/guardians shall be notified of such interrogations, by the SRO or administrator, as soon as practicable.
- C. If a student is detained, placed in custody or arrested,** the SRO will follow SOPs of the Department in conducting the arrest including the student being given their Miranda rights as required by law. School officials shall contact the student's parent(s)/guardian(s), except in the case of emergency situations or when the health or safety of a student is at issue.
- D. Investigation and Arrest Procedures - Other Crimes Committed Off-Campus.** As a general rule, the SRO and other law enforcement officials shall not interview any student witnesses or suspects, at school during school hours concerning crimes committed off-campus. If law enforcement officials are having difficulty locating a student off-campus, determine that time is of the essence, or for some other reason deem it necessary to interview a student at school during school hours:
 - 1. The officer shall contact the Principal in advance and state the reason(s) to conduct an interview of a student at the school.
 - 2. The investigating officer or SRO shall notify the student's parent/guardian of the officer's desire to interview or interrogate the student at school. The investigating officer will make all reasonable efforts not to question students at the school without notice to and the consent of the parent or guardian.
 - 3. To the extent practicable, the officer and Principal should mutually agree on a convenient time during the school day to conduct the investigation.
- E. Questioning of a student victim.** If a student is a victim of a criminal offense, the SRO will have general permission to question the student without the presence of a school official. As a general rule, the SRO will make a school official aware of the interview as

soon as practicable. Parents/guardians shall be notified of such interviews as soon as practicable unless the parents/guardians are the suspects.

11. Body Worn Cameras

The School District of New Berlin and the New Berlin Police Department approve the use of Body Worn Cameras (BWC) on School Resource Officers (SROs) or law enforcement officers on district property for the primary purpose of ensuring safety on school property. An officer must start a recording as soon as practical and when safe to do so, once the officer realizes he/she will be conducting a matter of investigatory nature or an enforcement action.

All officers engaged in investigatory or enforcement action must activate their camera regardless of the number of other officers on the scene with cameras. Juveniles will be recorded as an adult would. Parents shall be notified via individual school communications that body cameras may be used by SROs or law enforcement officers on district property. BWC usage will be prohibited in all restrooms and locker rooms per New Berlin School District policy 5131 unless an extreme necessity can be articulated by the officer.

There is no requirement that officers notify someone that they are being recorded; however, officers must be aware that it may be beneficial to inform the other person(s) that a recording of the interaction is being made. If a person expresses a desire to know whether or not the officer is recording them, the officer shall respond truthfully.

Officers equipped with body worn cameras shall follow the policies of New Berlin Police Department **Directive 6112 Mobile/Wearable Video Recorders (Squad Cameras/Body Worn Cameras (BWC)).**

Body camera footage recorded on district property is considered a “law enforcement record” and is the sole property of the New Berlin Police Department. BWC footage will not be considered a pupil record maintained by the school district. The School District of New Berlin reserves the right to request to view officer BWC footage if it directly relates to student discipline and safety on school property. The New Berlin Police Department reserves the right to deny BWC footage requests from the school district if such a request were to compromise the integrity of the investigation. The school district must maintain the confidentiality of any law enforcement records which it may receive.

12. Taking a Student in Custody

- A.** The SRO will notify the school administration immediately upon determining if a student will be placed in custody.
- B.** The SRO will follow NBPd policy regarding taking a juvenile in custody.
- C.** The SRO will work with the school administration to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.

13. Off Duty Carrying of Firearms

- A.** Law enforcement officers employed by the Police Department shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their

official capacities as "on-duty" officers, pursuant to Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who chose to possess a firearm on school property under this Agreement shall do so in a concealed manner only.

- B. Only law enforcement officers employed by the Police Department who are "peace officers" as defined by Wisconsin Statute, and who carry firearms in the course of their professional duties with the Police Department shall be permitted pursuant to this Agreement to possess firearms on school property while not acting in their official capacities as "on-duty" officers.
- C. It is agreed that law enforcement officers covered by this Agreement are authorized and permitted, and therefore shall continue to take any and all steps that their oath and duties to the Police Department and the State of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.

14. Video Surveillance

- A. The District surveillance cameras are considered a tool to assist the District and the Police Department to protect the health, welfare, and safety of the District's students and staff
- B. The District, the SROs and the Police Department shall have access to the District owned surveillance camera system to the extent there is no violation of student privacy rights under state or federal law.
- C. The school administration and the Police Department shall follow the District policy regarding the District camera system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

BOARD OF EDUCATION

By: _____

Date: _____

Title: _____

SDNB Superintendent or Designee

NEW BERLIN POLICE DEPARTMENT

By: _____

Date: _____

Jeffrey Hingiss, Chief of Police

APPENDIX A
Actions for Certain Offenses

OFFENSE	DESCRIPTION/EXAMPLES	ACTION TO BE TAKEN
Disorderly Conduct	947.01-“Whoever, in a public or private place, engages in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which the conduct tends to cause or provoke a disturbance.”	
	Student is disruptive, swearing, out of control, belligerent, throwing objects, fighting, throwing punches, making threats, or engaging in other conduct to the extent that it causes a disturbance in the hallways, classrooms, or other areas inside or outside of the school.	Contact the police immediately if actions endanger safety of students and/or staff.
	Student(s) harassing or threatening other student(s)	Consider contacting police if the matter may not be handled by the school or

		police counseling is requested.
	General disobedience and insubordination, failure to complete homework or do work, dress code violations, swearing, name calling, refusal to attend class, walks out of class vague threats, minor altercations including pushing.	Generally these situations should be handled by the school. Police can be called for ongoing issues with the same student when other alternatives have been proven ineffective.
Battery	940.19(1)-“Whoever causes bodily harm to another by an act done with intent to cause bodily harm to that person or another without the consent of the person so harmed.”	
	Student is involved in a fight and sustains visible injuries more than just superficial scratches.	Police should be contacted.

Drug Offenses	Student possesses or is suspected of possessing or selling drugs, alcohol, or cigarettes.	Contact police immediately.
	Student is suspected of being under the influence of drugs or alcohol.	Contact police/fire departments immediately if medical emergency exists. Contact police for further investigation.

Weapons Offenses	948.60, 948.605, 948.61, 939.22(10) Weapons include but are not limited to guns, knives, bee bee guns, any electric weapons, brass knuckles, num chucks, Chinese throwing stars, paintball guns, toy guns, any other device designed as a weapon and capable of producing death or great bodily harm, or any other device in the manner it is used or intended to be used in calculated or likely to produce death or great bodily harm.	
	Student is suspected of possessing a weapon on school grounds.	Contact police immediately.
	Student possessed a small pocket knife, Swiss Army Knife, utility tool that contains a knife, a razor blade, toy/water gun, or other sharp object.	Consider using discretion about calling the police when there is no evidence to suggest the student used or was planning to use the object to harm, threaten, intimidate/harass, or to create a disturbance among students.

Mandatory Reporting Child Abuse or Neglect Sexual	48.981(2) and 48.981(3)-If a school teacher, school administrator, school counselor, nurse, social worker, professional counselor, <i>or any school employee not mentioned above</i> , has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused (sexually or physically) or neglected or the child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, then that person must <u>immediately</u> inform the Waukesha County Department of Health and Human Services or the Police Department.	Contact police immediately.
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Assault	There are other people who are also considered “mandatory reporters” as defined by State Statute 48.981(2).	
	Abuse: “Abuse” for mandatory reporting requirements as defined by 48.02(1) includes: <u>Physical injury inflicted on a child by other than accidental means</u> , serious physical harm inflicted on an unborn child and/or the risk of serious physical harm to the child when born caused by the habitual lack of self-control of the expectant mother, <u>sexual intercourse or sexual contact under statutes 940.225 (Sexual Assault), 948.02 (Sexual Assault of Child), 948.025 (Engaging in repeated sexual acts of sexual assault of the same child), 948.085 (Sexual Assault of a child placed in substitute care), sexual exploitation of a child, prostitution, causing a child to view or listen to sexual activity, or exposing genitals or public area.</u>	

	Neglect: Means failure, refusal, or inability on the part of a caregiver, for reasons other than poverty, to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of a child.	
	Child: A “Child” means a person who is less than 18 years of age.	
	Sexual Assault/Sexual Contact: Any types of intentional touching whether direct or through clothing <u>if that intentional touching is either for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect).</u> Intentional	

	touching includes the touching of the complainant's intimate parts by the use of any body part or object. Intimate parts (939.22(19)) include the breast, buttock, anus, groin, scrotum, penis, vagina, or pubic mound.	
	<u>Sexual Assault/Sexual Intercourse:</u> Means vulvar penetration and includes oral and anal intercourse.	
	<u>Examples:</u> Student intentionally slaps another student on the butt while fooling around in the hallway. When questioned about the incident, the actor says they were just playing around or trying to be funny.	Matter should be handled by the school as it is determined that the intentional touching is not for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect). Matter may be handled by the school in many cases. Student could possibly be cited for Disorderly Conduct depending whether the victim/parents want to be complainants.

	Student rubs another student's leg, arm, back, etc., causing the student to feel uncomfortable. Student reports to the office, teacher, another student, etc., that they were injured, abused, or sexually assaulted by someone while at or away from school.	Contact police immediately. Contact police immediately.
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	Teenage girl reports that she is pregnant.	Contact police immediately.
Possible Suicidal Subject	Student or staff member talks about wanting to hurt themselves, wanting to die, not wanting to live, or other verbal or written statements indicating that they want to harm themselves or others.	Contact police immediately.
	Intentional cut marks are seen on a student's body.	Contact police immediately.
Theft	943.20(1)-Intentionally takes and carries away, uses, transfers, conceals, or retains possession of moveable property of another without the other's consent and with intent to deprive the owner permanently of possession of such property.	Use discretion about contacting police depending on circumstances or if the student or circumstances or if the student or parent states that they want the police notified. Sometimes stolen property has a way of "turning up" and the matter is best handled or investigated by the school. Also, some minor acts that could be considered a theft should be handled by the school such as a student taking candy or a pencil from a teacher's desk.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes, this **1st** day of **October, 2018**, by and between the SCHOOL DISTRICT OF NEW BERLIN (HEREINAFTER "District"), and the CITY OF NEW BERLIN, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF NEW BERLIN POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A. District will pay to City One Hundred and Seventeen Thousand Four Hundred Two dollars (\$117,402.00) in two equal installments billed by City for each year this agreement is in full force and effect. This amount will be recalculated every four years at the renewal of this agreement using the formula (Hourly Wage X 8.25 contractual hours per day) times (School Days in Session times number of SRO's assigned to and accepted by District) = Dollar Amount Paid by District to City Annually.

2. Employment of School Resource Officers.

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers.
- E. The District and Police Department shall agree on the appointment and continued assignment of the SROs and each reserves the right to reject or terminate an SRO assignment. In this event, written notice shall be provided to the other party with a brief explanation as to the reason for the rejection or termination of assignment.
- F. One SRO shall be assigned to each regular middle / high school of the School District.

3. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the NBPPA. Duty hours of SRO's shall conform to the school day to the extent possible.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and an administrator of the school to which the SRO is assigned. This shall be provided with as much advance notice as possible, but not less than 2 hours prior to the absence, unless the cause of absence precludes such.

4. Term of Agreement.

This agreement shall be for the term of October 1, 2018 through June 30, 2019 and shall automatically renew each July 1, for up to 3 years (June 30, 2020, 2021 and 2022) unless either party informs the other prior to April 1 of its intent to not renew the agreement.

The agreement will be reviewed annually by the School District of New Berlin Safety Committee prior to March 1 of each year. The Safety Committee may make recommendations for modifications as deemed necessary and appropriate by the Committee.

For the City: Chief of Police
 City of New Berlin
 16300 W National Ave
 New Berlin, WI 53151

For the District: Chief Finance & Operations Officer
 School District of New Berlin
 4333 S Sunnyslope Rd
 New Berlin, WI 53151

5. Purpose of This Understanding.

- A. To clarify the role of the SRO to reduce misunderstandings between the Police Department and the District as far as responsibilities, procedures and expectations of the SRO while on campus.

6. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A. To be a visible, active law enforcement figure on campus.
- B. To assist District in dealing with specific law enforcement matters originating on the assigned campus.
- C. To provide a classroom resource for law education using approved materials.
- D. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.

- E. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- F. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics.
- G. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests should be referred to the campus SRO.
- H. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- I. The SRO and school administrator will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- J. The SRO will coordinate all activities with the school administrator and concerned staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- K. The SRO is first and foremost a law enforcement officer.
- L. The SRO may be asked to provide community wide crime prevention presentation that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
- M. The SROs will wear department uniform, business casual and formal with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department.
- N. The SROs will wear their department issue duty weapons in accordance with department policy.
- O. Serve on Safety Committee of District.
- P. Work with school officials to develop and implement parking guidelines for students, staff and visitors and enforce parking laws when necessary.

7. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the building administrator or the building administrator's designee of the school to which they are assigned.

8. Access to Education Records.

- A. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- B. District shall share the attendance record of any student that is subject to investigation for truancy, arson, or a criminal or delinquent act.
- C. District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is / was enrolled in school, photographs, degrees and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits District from sharing any other records.
- D. SRO's will not have general access to student records that would violate state law or FERPA.
- E. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed taking into consideration the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence, to the extent allowed by law.
- F. A school psychologist, counselor, social worker, nurse, or any teacher or administrator who is designed by the school board to engage in alcohol and other drug program activities is prohibited by state law from sharing information received that the student, or another student, is using or experiencing problems resulting from the use of alcohol or other drugs.

9. Access to Police Records

- A. District or school administrators may request police records of a student enrolled within District from the Police Department.
- B. The Police Department may release records of a student enrolled in District to the District on its own initiative or at the request of District, specifically including:
 - i. the use, possession or distribution of alcohol, controlled substances or controlled substance analogy;
 - ii. the illegal possession by a juvenile of a dangerous weapon as defined in Wisc. Stat. sec. 939.22(10);
 - iii. an act for which the juvenile was taken into custody based upon law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law; and
 - iv. an act for which the student has been adjudged delinquent.
- C. District shall not disclose the information received under this section to the student or parents / guardians of student without first receiving acknowledgement from the

SRO Police Department that disclosure will not adversely affect an ongoing investigation.

- D. The Police Department will immediately notify District of any person enrolled in or employed by District that is registered with the Department of Commerce (DOC) as a sex offender.

10. Procedures

- A. The SRO will not be involved in ordinary school discipline.
- B. If an administrator believes that a municipal or criminal violation has occurred or is about to occur, the building administrator will request SRO involvement who will conduct an investigation in conformance with legal procedures. When the violation is committed by a child with a disability, the administrator will contact the parents of the child for permission to release copies of the special education and disciplinary records of the child for consideration by the law enforcement agency.
- C. If an administrator has reasonable suspicion that sexting might be occurring s/he shall immediately solicit assistance from the SRO.
- D. The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from the SRO's investigation, but the school may not use the law enforcement officers' records as the sole basis for disciplinary action.
- E. If the SRO or Police Department receives information of an ordinance violation or crime on campus, the SRO shall notify the administration of the violation before initiating an investigation, unless the matter poses an imminent danger, as soon as possible either directly, through email or telephone.
- F. The SRO shall notify the school administration of the results of an investigation into an on-campus incident as soon as possible, if permitted by law, and prior to any action taken, if circumstances allow.
- G. It will be the responsibility of the SRO to report and process all crimes originating on campus to the Police Department. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- H. The SRO will coordinate his/her actions with the school administration for law enforcement cases that occurred outside of the school environment.
- I. The SRO may assist the school administration conduct a "T. L. O." search, at the request of the school administration, as long as the SRO is assisting school officials in furtherance of the school's objective to maintain a safe and proper educational environment as opposed to gathering evidence of a crime.

11. Police Interviewing of Students at School

- A. Students will not be interviewed during school hours by the SRO or police officers unless parental permission has been obtained and school administration has been

informed. When acting in conjunction with school administrators, the administration serves in loco parentis.

- B. When a student is taken into custody or interrogated by the SRO or police officers, s/he shall be given their Miranda rights as required by law.
- C. At no point shall a school administrator offer legal advice to the student or parents when involved in an interview or apprehension.
- D. The SRO or police officer does not need parental permission from a student if the interview is initiated by a student, involves child abuse or when a matter of health and safety.

12. Taking a Student in Custody

- A. The SRO will notify the school administration immediately upon determining if a student will be placed in custody.
- B. The SRO will follow NBPD policy regarding taking a juvenile in custody.
- C. The SRO will work with the school administration to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.

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- A. Law enforcement officers employed by the Police Department shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their official capacities as “on-duty” officers, pursuant to Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who chose to possess a firearm on school property under this Agreement shall do so in a concealed manner only.
- B. Only law enforcement officers employed by the Police Department who are “peace officers” as defined by Wisconsin Statute, and who carry firearms in the course of their professional duties with the Police Department shall be permitted pursuant to this Agreement to possess firearms on school property while not acting in their official capacities as “on-duty” officers.
- C. It is agreed that law enforcement officers covered by this Agreement are authorized and permitted, and therefore shall continue to take any and all steps that their oath and duties to the Police Department and the State of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.

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- A. The District surveillance cameras are considered a tool to assist the District and the Police Department to protect the health, welfare, and safety of the District’s students and staff
- B. The District, the SROs and the Police Department shall have access to the District owned surveillance camera system to the extent there is no violation of student privacy rights under state or federal law.

- C. The school administration and the Police Department shall follow the District policy regarding the District camera system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

BOARD OF EDUCATION

By: _____

Jody Kugler, President



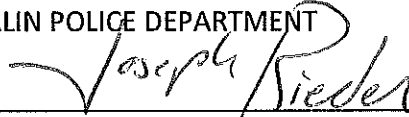
Date: _____

9/24/18

NEW BERLIN POLICE DEPARTMENT

By: _____

Joe Rieder, Chief of Police



Date: _____

Sept 28, 2018

APPENDIX A
Actions for Certain Offenses

OFFENSE	DESCRIPTION / EXAMPLES	ACTION TO BE TAKEN
Disorderly Conduct	947.01-"Whoever, in a public or private place, engages in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which the conduct tends to cause or provoke a disturbance."	
	Student is disruptive, swearing, out of control, belligerent, throwing objects, fighting, throwing punches, making threats, or engaging in other conduct to the extent that it causes a disturbance in the hallways, classrooms, or other areas inside or outside of the school	Contact the police immediately if actions endanger safety of students and/or staff
	Student(s) harassing or threatening other student(s)	Consider contacting police if the matter may not be handled by the school or police counseling is requested
	General disobedience and insubordination, failure to complete homework or do work, dress code violations, swearing, name calling, refusal to attend class, walks out of class vague threats, minor altercations including pushing	Generally these situations should be handled by the school. Police can be called for ongoing issues with the same student when other alternatives have been proven ineffective.
Battery	940.19(1)-"Whoever causes bodily harm to another by an act done with intent to cause bodily harm to that person or another without the consent of the person so harmed."	
	Student is involved in a fight and sustains visible injuries more than just superficial scratches	Police should be contacted

Drug Offenses	Student possesses or is suspected of possessing or selling drugs, alcohol, or cigarettes	Contact police immediately
	Student is suspected of being under the influence of drugs or alcohol	Contact police/fire departments immediately if medical emergency exists Contact police for further investigation
Weapon Offenses	948.60, 948.605, 948.61, 939.22(10) Weapons include but are not limited to guns, knives, bee bee guns, any electric weapons, brass knuckles, num chucks, Chinese throwing stars, paintball guns, toy guns, any other device designed as a weapon and capable of producing death or great bodily harm, or any other device in the manner it is used or intended to be used is calculated or likely to produce death or great bodily harm.	
	Student is suspected of possessing a weapon on school grounds	Contact police immediately
	Student possesses a small pocket knife, Swiss Army Knife, utility tool that contains a knife, a razor blade, toy/water gun, or other sharp object	Consider using discretion about calling the police when there is no evidence to suggest the student used or was planning to use the object to harm, threaten, intimidate / harass, or to create a disturbance among students

Mandatory Reporting Child Abuse or Neglect Sexual Assault	48.981(2) and 48.981(3) -If a school teacher, school administrator, school counselor, nurse, social worker, professional counselor, <i>or any school employee not mentioned above</i>, has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused (sexually or physically) or neglected or the child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, then that person must <u>immediately</u> inform the Waukesha County Department of Health and Human Services or the Police Department. There are other people who are also considered “mandatory reporters” as defined by State Statute 48.981(2).	Contact police immediately
	Abuse: “Abuse” for mandatory reporting requirements as defined by 48.02(1) includes: <u>Physical injury inflicted on a child by other than accidental means</u>, serious physical harm inflicted on an unborn child and/or the risk of serious physical harm to the child when born caused by the habitual lack of self-control of the expectant mother, <u>sexual intercourse or sexual contact under statutes 940.225 (Sexual Assault), 948.02 (Sexual Assault of a Child, 948.025 (Engaging in repeated acts of sexual assault of the same child), 948.085 (Sexual assault of a child placed in substitute care), sexual exploitation of a child, prostitution, causing a child to view or listen to sexual activity, or exposing genitals or pubic area.</u>	

	<u>Neglect:</u> Means failure, refusal, or inability on the part of a caregiver, for reasons other than poverty, to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of a child	
	<u>Child:</u> A "Child" means a person who is less than 18 years of age	
	<u>Sexual Assault / Sexual Contact:</u> Any types of intentional touching whether direct or through clothing if that intentional touching is either for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect). Intentional touching includes the touching of the complainant's intimate parts by the use of any body part or object. Intimate parts (939.22(19)) include the breast, buttock, anus, groin, scrotum, penis, vagina, or pubic mound.	
	<u>Sexual Assault /Sexual Intercourse:</u> Means vulvar penetration and includes oral and anal intercourse.	
	<u>Examples:</u> Student intentionally slaps another student on the butt while fooling around in the hallway. When questioned about the incident, the actor says they were just playing around or trying to be funny.	Matter should be handled by the school as long as it is determined that the intentional touching is not for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect). Matter may be handled by the school in most cases. Student could possibly be cited for Disorderly Conduct depending on the circumstances and whether the victim/parents want to be complainants.

	Student rubs another student's leg, arm, back, etc., causing the student to feel uncomfortable Student reports to the office, teacher, another student, etc., that they were injured, abused, or sexually assaulted by someone while at or away from school. Teenage girl reports that she is pregnant	Contact police immediately Contact police immediately Contact policy immediately
Possible Suicidal Subject	Student or staff member talks about wanting to hurt themselves, wanting to die, not wanting to live, or other verbal or written statements indicating that they want to harm themselves or others Intentional cut marks are seen on a student's body	Contact police immediately Contact police immediately
Theft	943.20(1)-Intentionally takes and carries away, uses, transfers, conceals, or retains possession of movable property of another without the other's consent and with intent to deprive the owner permanently of possession of such property	Use discretion about contacting police depending on circumstances or if the student or parent states that they want the police notified. Sometimes stolen property has a way of "turning up" and the matter is best handled or investigated by the school. Also, some minor acts that could be considered a theft should be handled by the school such as a student taking candy or a pencil from a teacher's desk.

REQUESTED ACTION STATEMENT

TO: MAYOR AND NEW BERLIN COMMON COUNCIL

FROM: Alderman Joseph Stribl (5th District)

RE: Regulation of Short-Term Rentals in Residential Districts

DATE: November 4, 2022

Requested Action:

Direct Staff to prepare an Ordinance along the lines of the attached to amend the City's Zoning Code to prohibit short-term rentals as permitted under Section 66.1014 of the Wisconsin Statutes.

Financial fiscal impact:

None

Rationale:

I have received communications from constituents indicating they have become aware of some of their neighbors engaging in short-term rentals, including as short as a daily rental. I have followed up with our Code Compliance Staff and we do not have any regulations currently on the books that would prohibit these kinds of short-term rentals. I have spoken with the City Attorney and he advises that there is a limitation on the ability of local governments to engage in restrictions of such short-term rentals in residential districts in Section 66.1014 of the Wisconsin Statutes. That Statute indicates that a local government can restrict the rental of residential property for periods of less than 7 days in length. In addition, the City would also have the ability, via Ordinance, to restrict the total number of days in which a short-term rental would occur to not more than 181 days in any one calendar year. In addition, you can implement a requirement that would require registration and licensing. In that regard, the State Law does require that a license be obtained through the Department of Agriculture, Trade and Consumer Protection for an individual who operates a short-term rental for more than 10 nights each year. We can also require the property owner advise the City of the first day of each year when the rental is occurring so that we can determine whether the annual rental restriction is being exceeded.

Residential districts are just that and the allowance of uses for daily rentals or for less than 7 days at any one time could lead to negative consequences for the surrounding neighbors.



City Attorney Mark G. Blum

City Prosecutor Thomas G. Schmitzer

720 Clinton Street • PO Box 766 • Waukesha, Wisconsin 53187-0766 • (262) 549-8181 • Fax (262) 549-8191 • mblum@newberlin.org

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November 7, 2022

Via Email (jstribl@newberlin.org)

Alderman Joseph Stribl
City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

Re: Short-Term Rentals - Proposed RAS and Ordinance

Dear Joe:

Enclosed is a draft Ordinance that I have prepared, which would allow for the implementation of the maximum restrictions allowed under State Law for short-term rentals in residential districts. I have also enclosed a draft RAS for you to use, although it is being provided to you in Word format so you can feel free to modify it as you see appropriate.

In my experience, these restrictions have been placed in the Zoning Code of the municipality and therefore, if we are going to go this route, we would need to start by having the Council give direction to Staff to move forward with the process of adopting a Zoning Ordinance Amendment, which would require the matter to start with the Plan Commission. The Plan Commission would then have to make a recommendation to the Common Council and there would need to be public hearing on the proposed Amendment.

Please let me know if you have any questions or concerns regarding this issue.

Sincerely,


Mark G. Blum

MGB/jb
Enc.

ORDINANCE NO. ____

**ORDINANCE TO AMEND CHAPTER _____ OF THE CITY CODE
REGARDING THE PROHIBITION ON TRANSIENT COMMERCIAL
USES IN RESIDENTIAL DISTRICTS**

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

Section _____ of the New Berlin City Code is amended to read as follows:

Section ?????? – Transient commercial lodging uses: The use by any person of residential property for bed and breakfasts, hostels, hotels, inns, lodging, motels, resort or other similar uses.

SECTION II

Section _____ of the New Berlin City Code is amended to read as follows:

Section ????? – Transient lodging uses: Transient lodging uses for remuneration are prohibited in the residential districts of the City where the period of use is less than seven (7) days. Any person acting as an agent, real estate broker, real estate sales agent, property manager, reservation service or arranges or negotiates for the use of residential property or transient lodging uses, or any person who uses or allows the use of residential property in this manner shall be considered in violation of this Section. Each day in which such residential property is used or allowed to be used in violation of this Section shall be considered a separate offense.

SECTION III

Section _____ of the New Berlin City Code is hereby created to read as follows:

Section ????? – Transient commercial lodging uses of more than 6 but fewer than 30 consecutive days within any consecutive 365-day period may be rented for no more than 181 days. The days during which the transient commercial lodging uses may be conducted shall run consecutively. Any individual or entity which engages in transient commercial lodging rental shall notify the City Clerk, in writing, when the first rental within a 365-day period is to begin.

SECTION IV

Section _____ of the New Berlin City Code is hereby created to read as follows:

Section ??????? – Any person who maintains, manages or operates a short-term rental (which means a residential dwelling that is offered for rent for a fee and for fewer than 30 consecutive days, or such rentals occur for more than 10 nights each year) shall do the following:

- (1) Obtain from the Department of Agriculture, Trade and Consumer Protection a license as a tourist rooming house as defined in Wisconsin Statute Sec. 97.01(15k) when required by said Statute;
- (2) Any person who maintains, manages or operates a short-term rental as defined in this subsection shall obtain from the City a license for conducting such activities. Such person shall provide evidence of a tourist rooming house license from the State of WI DATCP as a condition of being able to receive a short-term rental license from the City. The City shall establish a license fee from time to time based on the City's actual cost of issuing and monitoring said license. The City Council shall establish such license fee by Resolution from time to time.

SECTION V

Section _____ of the New Berlin City Code is hereby created to read as follows:

Section????? – Violations of this Ordinance shall be enforced in accordance Section 1.102 of the City of New Berlin City Code. Each day that a violation occurs shall be considered a separate violation and will be enforced accordingly.

SECTION VI

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION VII

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION VIII

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this _____ day of _____, 2021.

APPROVED:

Countersigned:

David Ament, Mayor

Rubina Medina