

Common Council MEETING AGENDA



September 26, 2023 - 6:15 PM
(Following the 6pm Committee of the Whole Meeting)
City Hall
Council Chambers

Published: 9/22/2023

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
 - A. August 29, 2023 Common Council Meeting
5. **REPORTS**
 - A. City Clerk
 - B. Council President
 - C. Mayor
6. **COMMUNICATIONS**
7. **PLAN COMMISSION**
 - A. (7) KH CP-2300780 Jim Duerrwaechter - 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) - Amend the Future Land Use Map within the City's Comprehensive Plan from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential AND 2030 Comprehensive Plan Updates. (Public Hearing 9/25/23)
 - B. (7) KH RZ-2300781 Jim Duerrwaechter - 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) - Rezone from B-2 and R-3 to B-5 and R-3. (Public Hearing 9/25/23)
 - C. (7) KH LD-2300782 Jim Duerrwaechter - 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) - 2-Lot Certified Survey Map.
8. **BOARD OF PUBLIC WORKS**
 - A. ITEM 09-23 Recommend to Common Council the Approval of the State/Municipal Agreement for STH 59 (Greenfield Ave.) from Brookfield Rd. to 124th St.
9. **UTILITY COMMITTEE**
 - A. UT 12-23 Recommend the Common Council to approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.
 - B. UT 10-23 Recommend the Common Council approve the agreement between the Utility and John and Karen Emanuele to hook up to municipal water and sewer including applicable fees associated with these connections.
10. **PARKS, BUILDINGS & GROUNDS COMMISSION**
 - A. Discussion and Recommendation to Common Council to Award Malone Park Lighting Upgrade Project
 - B. Discussion and Recommendation to Common Council to Award Safety Building Foundation Grading Project

- C. Discussion and Recommendation to Common Council approval of Resolution 23-22 - A Resolution Transferring Funds from the Malone Park Lighting CIP Account to the Safety Building Foundation CIP Account

11. RECREATION COMMISSION

- A. Discussion and possible action to recommend to the Common Council approval of the ARC Hours of Operation.
- B. Discussion and possible action to recommend to the Common Council approval of the proposed ARC Membership Scale / Options.
- C. Discussion and possible action to recommend to the Common Council approval of the request for new Recreation Division positions.

12. MAYORAL & COUNCIL PRESIDENT APPOINTMENTS

- A. Discussion and Possible Action to approve the Mayoral & Council President Appointments per the lists as presented

13. DEFERRED, REFERRED & TABLED ITEMS

14. ITEMS REMOVED FROM CONSENT AGENDA, if any

15. CONSENT AGENDA-----

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

16. MINUTES

- A. August 29, 2023 Committee of the Whole Meeting

17. UTILITY & FINANCE

- A. Discussion and recommendation to the Common Council approval of the September 13, 2023 Water Utility claims in the amount of \$535,678.37, Sewer Utility claims in the amount of \$417,687.66 and General City claims in the amount of \$866,783.41. US Bank VISA EFT of \$33,937 and WE Energies EFT of \$55,909.05
- B. Discussion and recommendation to the Common Council approval of the September 27, 2023 Water Utility claims in the amount of \$436,477.38, Sewer Utility claims in the amount of 1,553,075.74 and General City claims in the amount of \$1,458,670.78. WE Energies EFT of \$58,425.46

18. MISCELLANEOUS

- A. Information Technology Department Update by Director Alan Skornia
- B. Discussion and recommendation to the Common Council approval of Ordinance No. 2681, an Ordinance to create chapter 67 of the municipal code of the City of New Berlin regarding municipal cemeteries
- C. Discussion and recommendation to the Common Council approval of the City of New Berlin Cemetery Rules and Regulations
- D. Discussion and recommendation to the Common Council approval of New Berlin Centre Cemetery Plat, Section "D"
- E. Discussion and recommendation to the Common Council approval of Resolution 2023-23, a Resolution to transfer \$15,000 from the 2023 Contingency account to the Streets department - Signals and Streetlights account to purchase digital speed monitors
- F. Discussion and recommendation to the Common Council approval of Ordinance No. 2682, an Ordinance to amend section 6-2, A, (1) and (2) of the City of New Berlin Municipal Code regarding membership of the Board of Review
- G. Discussion and recommendation to the Common Council approval of Resolution No. 2023-24, a resolution of the City of New Berlin regarding the Official City newspaper
- H. Discussion and recommendation to the Common Council approval of the creation of the Deputy Fire Chief position effective immediately

19. END CONSENT AGENDA-----

20. CLOSED SESSION

- A. *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. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically:*

- B. Deliberation regarding the proposed collective bargaining agreement between the City of New Berlin and the New Berlin Professional Police Association
- C. Update re: Fire Department union contract
- D. *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:*
- E. Peterson Claim

21. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Proposed collective bargaining agreement between the City of New Berlin and the New Berlin Professional Police Association
- B. Discussion and possible action re: Peterson Claim

22. ADJOURN

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.



Common Council MEETING MINUTES

August 29, 2023 - 6:10 PM
City Hall
Council Chambers

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

MINUTES

1. PRIVILEGE OF THE FLOOR

No speakers.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Council President Harenda called the Common Council meeting to order at 7:02PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

The City Clerk took the roll call as follows:

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

Excused: Mayor Ament

Staff Present: City Attorney Mark Blum, City Clerk Rubina Medina

The City Clerk stated that a quorum had been established and the meeting was properly noticed.

4. APPROVAL OF MINUTES

A. July 25th, 2023 Common Council Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson La Fever
Motion Passed 7-0

5. REPORTS

A. City Clerk

No Report.

B. Council President

- Congratulations to Mooreland Road Golf Center, located at 5900 S. Mooreland Road, for being named our August Business of the Month. All are encouraged to stop by and experience for yourself the great family fun location that includes 18 Holes of Miniature Golf, putting greens, and a practice facility which can be heated for year-round use.
- Congratulations is also in order to Renee Baron who won this year's New Berlin Garden of the Year Contest. Renee started her interest in gardening from her Aunt who liked to garden and now, Renee has been working on her own gardens for 23 years. Renee has a small garden and a beautiful mature silver maple in her front yard. Renee's back yard is an oasis and beautifully designed with a variety of plants including perennials, vines, ground clover, and annuals.
- Our Fall Recreation Guide is now available online. Please visit the City's homepage to check out all the activities. Registration began last week.

- Please be advised that City Hall will be closed on Monday September 4, 2023 in observance of Labor Day.
- The New Berlin Library will be hosting a Harry Potter Back to School Party on September 7th from 4pm until 6pm. The party will be held in the Community Room at the Library. This family fun event is for ages 5 and up. For more information or to register for the event, please contact the Library at (262) 754-1814.
- The 30th Annual New Berlin Historic Day is planned for Sunday, September 10th 1pm – 4 pm at the New Berlin Historic Park at 198th & National Ave. The Antique Parade takes place at 2 pm. Join us to tour the buildings, the historic museum and the Weston Apple Orchard. This is a free event for the entire family with children's activities, barrel rides, storytelling, food & music.
- Last call for nominations for our 2023 Citizen of the Year Award. Nominations are due August 31st and should be submitted to the Mayor's Office. The nominee must be a citizen of the City and achievements must be recent or on-going. For more details, visit the City's homepage.
- Tuesday September 12th COW/Council meeting has been cancelled. Our next regularly scheduled COW/Council meeting will be September 26th.
- Lastly, I wanted to thank all our residents and businesses for their patience and understanding as we go through the construction of the WDOT/Waukesha County Mooreland Road Project. I want to also advise that, should you have any issues, concerns, or questions, contact their Public Involvement Team directly by email at connectSE@devopr.com or by phone at (262) 933-0467.

C. Mayor

Mayor Ament was excused from this meeting - no report.

6. COMMUNICATIONS

A. Wal-Mart Real Estate Business Trust vs. City of New Berlin

B. Sharon Edic Claim

C. Letter from Allen Heath re: Delinquent Real Estate Tax

D. Letter from Narayanan Sankrithi re: Delinquent Real Estate Tax

7. PLAN COMMISSION

A. KH DCD1-2301206 Floodplain Amendments (Public Hearing 8/14/23)

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

B. (1) GK/NJ CP-2300808 Dan Romnek on behalf of Mandel Group - 1750 S. Moorland Road (includes Tax Keys #'s listed from north to south, beginning at the intersection of Greenfield Avenue south along the east side of Moorland Road, up to the New Berlin Recreation Trail): 1158-990; 1158-991-001; 1158-993, 1158-994, 1158-989, 1158-991 & a portion of 1158-992) - Amend the Future Land Use Map within the City's Comprehensive Plan from Suburban Commercial to Suburban Commercial, Mixed Residential and Institutional AND 2030 Comprehensive Plan Updates. (Public Hearing 7/10/23)

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0

C. (1) GK/NJ RZ-2300810 Dan Romnek on behalf of Mandel Group - 1750 S. Moorland Road (includes Tax Keys #'s listed from north to south, beginning at the intersection of Greenfield Avenue south along the east side of Moorland Road, up to the New Berlin Recreation Trail): 1158-990; 1158-991-001; 1158-993, 1158-

994, 1158-989, 1158-991 & a portion of 1158-992) - Rezone from I-1 and C-2 to B-1/PUD, Rm-1/PUD, I-1 PUD & C-2. (Public Hearing 7/10/23)

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Hopkins
Motion Passed 7-0

- D.** (1) GK/NJ LD-2300812 Dan Romnek on behalf of Mandel Group - 1750 S. Moorland Road (includes Tax Keys #'s listed from north to south, beginning at the intersection of Greenfield Avenue south along the east side of Moorland Road, up to the New Berlin Recreation Trail): 1158-990; 1158-991-001; 1158-993, 1158-994, 1158-989, 1158-991 & a portion of 1158-992) - 4-Lot Certified Survey Map.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Horbinski
Motion Passed 7-0

- E.** (3) GK LD-2301367 Scott Funk - 1710 S. Craftsman Drive (Tax Key #'s: 1174-066 & 1174-987-001) - 2-Lot Certified Survey Map.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0

8. MAYORAL APPOINTMENTS

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

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Stribl
Motion Passed 7-0

9. DEFERRED, REFERRED & TABLED ITEMS

None.

10. ITEMS REMOVED FROM CONSENT AGENDA, if any

None.

11. CONSENT AGENDA-----

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

MOTION: Motion to Approve the consent agenda

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson La Fever
Motion Passed 7-0

12. MINUTES

- A.** July 25th, 2023 Committee of the Whole Meeting Minutes

13. UTILITY & FINANCE

- A.** Discussion and recommendation to the Common Council approval of the August 9th, 2023 Water Utility claims in the amount of \$33,894.34, Sewer Utility claims in the amount of \$22,287.13 and General City claims in the amount of \$282,339.79

14. LICENSES & PERMITS

- A.** Discussion and recommendation to the Common Council approval of the new agent for Family Entertainment, LLC (dba: Ridge Cinema), Mark A. Peterson Sr., for the remainder of the licensing period expiring June 30th, 2024
- B.** Discussion and recommendation to the Common Council approval of a Loudspeaker Permit extension to 11:00 pm for Greg Westphal of 2369 S. 124th Street for a wedding to be held on September 16th, 2023
- C.** Discussion and recommendation to the Common Council approval of the Extension of Premise application for Baler's, located at 13327 W. Greenfield Avenue, for the parking lot area on September 9th, 2023 from 12pm to 9pm
- D.** Discussion and recommendation to the Common Council approval of the Extension of Premise application for Baler's, located at 13327 W. Greenfield Avenue, for the parking lot area on September 23rd, 2023 from 1pm to 9pm

15. MISCELLANEOUS

- A.** Water Utility Update by Utility Manager Jim Hart
- B.** Presentation of 2022 Audit Report by Baker Tilly
- C.** Discussion and recommendation to the Common Council approval of Resolution 23-20, a Resolution Authorizing the Issuance and sale of \$13,280,000 General Obligation Promissory Notes, Series 2023A
- D.** Discussion and recommendation to the Common Council approval of Resolution 23-21, a Resolution Awarding the Sale of \$6,240,000 General Obligation Community Development Bonds, Series 2023B
- E.** Discussion and recommendation to the Common Council approval of Resolution 23-19, a Resolution to Reallocate a portion of the 2023 CIP Budget to the New Berlin Activity and Recreation Center Phase II
- F.** Discussion and recommendation to the Common Council granting authority to the City Clerk to enter into the Memorandum of Understanding with the Wisconsin Elections Commission for the 2023 Absentee Ballot Envelope Subgrant Reimbursement
- G.** Discussion and possible action to provide direction to staff regarding the Block Party Permit
- H.** Discussion and recommendation to the Common Council approval of Resolution 23-12, a Resolution of eligibility for exemption from the 2023 County Library Tax Levy for 2024 purposes
- I.** Recommend to the Common Council that a joint public hearing be set for September 25, 2023 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential AND rezone from B-2 and R-3 to B-5 and R-3 for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963)
- J.** Recommend to the Common Council that a joint public hearing be set for October 2, 2023 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive

Plan from Suburban Commercial to Institutional AND rezone from B-2 to I-1 for the property located at 15970 W. National Avenue (Tax Key #: 1212-992) and a portion of the property located at 16000 W. National Avenue (Tax Key #:1212-991-001)

- K. Recommend to the Common Council that a public hearing be set for October 2, 2023 at 6:01 p.m. to be held before the Plan Commission to rezone the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002) from A-2 to R-6
- L. Recommend to the Common Council that a public hearing be set for October 2, 2023 at 6:02 p.m. to be held before the Plan Commission to rezone the property located at 14011 S. Moorland Road (Tax Key #: 1161-995-001) from B-1/PUD & C-2 to B-2/PUD & C-2.
- M. Discussion and possible action regarding the Karen Freund claim

16. END CONSENT AGENDA-----

17. CLOSED SESSION

- A. 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:
 - MOTION:** Motion to Approve to enter into closed session at 7:18PM
 - VOTE:** Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0 by roll call vote.
- B. Mandel Real Property Purchase Agreement
- C. 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:
- D. David Bailey Claim

18. RECONVENE TO OPEN SESSION

- A. Possible action re: Mandel Real Property Purchase Agreement
 - MOTION:** Motion to approve the offer to purchase from the Mandel Group for the sale of the City property along Moorland Road in exchange for a monument sign to be constructed by Mandel.
 - VOTE:** Motion by: Alderperson Hopkins
Second by: Alderperson Maxey
Motion Passed 7-0
- B. Possible action re: David Bailey Claim
 - MOTION:** Motion to Approve the David Bailey claim as outlined by the City Attorney
 - VOTE:** Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0

19. ADJOURN

MOTION: Motion to Adjourn the Common Council meeting at 7:41PM

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Maxey
Motion Passed 7-0

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



Motion Sheet

Date: 9/26/23

To: Common Council, Mayor Ament & Ald. Stribl

From: Megan Godshall, Deputy City Clerk

Re: Item(s) requiring Council action from the Plan Commission held on 9/25/23

MEETING ITEM	Recommend to Common Council adoption of Resolution # 23-13 that approves the amendments to the 2030 Comprehensive Plan for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Ave (Tax Key #: 1262.963) from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential.
COUNCIL MOTION	This item was approved by the Plan Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	Recommend to Common Council adoption of Ordinance # 2677 that approves the rezoning of the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3.
COUNCIL MOTION	This item was approved by the Plan Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963), subject to the application, plans on file.
COUNCIL MOTION	This item was approved by the Plan Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT / PROJECT:	Jim Duerrwaechter / Future Land Use Map Amendments
LOCATION:	18335 W. National Ave (Tax Key #: 1262.961) Tax Key #: 1262.962 (located behind 18335 W. National Avenue) 18395 W. National Ave (Tax Key #: 1262.963)
CURRENT FUTURE LAND USE:	Rural Commercial and Suburban Residential
PROPOSED FUTURE LAND USE:	Rural Commercial and Suburban Residential
CURRENT ZONING:	B-2 (General Retail Sales and Service District) & R-3 (Suburban Single-Family Residential District)
REQUEST:	Plan Commission hold a public hearing and amend the 2030 Comprehensive Plan (Chapter 10: Land Use and Chapter 19: Neighborhood "I": National Avenue West) for the following properties: ➤ 18335 W. National Ave (Tax Key #: 1262.961) from Rural Commercial to Rural Commercial and Suburban Residential ➤ Tax Key #: 1262.962 (located behind 18335 W. National Avenue) from Suburban Residential to Rural Commercial and Suburban Residential ➤ 18395 W. National Ave (Tax Key #: 1262.963) from Rural Commercial to Rural Commercial and Suburban Residential
D.R.C. RECOMMENDATION:	Recommend to Plan Commission adoption of Resolution # 23-13 that approves the amendments to the 2030 Comprehensive Plan for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential and forward to the Common Council for their review and approval by Ordinance.

Background:

1. The applicant has simultaneously applied for a Rezoning (see file #: RZ-2300781) and 2-Lot CSM (see file #: LD-2300782). Action for these applications is anticipated for the September 25, 2023 Plan Commission meeting.
 - a. This request is consistent with the proposed rezoning of the property to B-5 (Rural Commercial District) and R-3 (Suburban Single-Family Residential District).
2. The existing principal use for Lot 1 (see file #: LD-2300782) is Commercial, with residential quarters allowed as an accessory use, per §275-42G(1)(a). The building is currently unoccupied.

- a. The property owner of Lot 1 intends to sell the property as a single-family home.
 - b. This property has been zoned B-2 dating back to the 1963 City Zoning Map and going forward to today. A business has been in operation at this location since 1964. Any future businesses located on Lot 1 must comply with §275-42G(4): Home Occupations.
 - c. At such time as future applications are submitted, the applicant is advised that §275-33E(1)(d) requires the construction of a garage.
3. The existing principal use for Lot 2 (see file #: LD-2300782) is Commercial, with residential quarters allowed as an accessory use, per §275-42G(1)(a). The building is currently being used as a business with residential quarters.
 - a. Lot 2 will continue as a commercial use, with residential quarters allowed as an accessory use.
 - b. Outdoor storage is allowed as an accessory use in the B-5 Zoning District.
 - c. An average landscape bufferyard of 15' is required when a Commercial Use is adjacent to a Single-Family Residential Use, per §275-56F.
4. This rezoning request was further discussed with staff and the applicant and it was determined that B-5 (Rural Commercial District) was a more suitable zoning district that better aligned with the Comprehensive Plan than B-2 (General Retail Sales and Service District) in the Rural Commercial portion of the City. There was a Public Hearing date set for July 10, 2023, which did not occur to allow for an amendment to the rezoning application.

Rationale:

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

1. **Chapter 19: Neighborhood I: National Avenue West:** Yes, this submittal meets the intent of this Chapter.

Planning Context / Vision / Development Policies:

Vision:

- The National Avenue West area, like the Western Area neighborhood (Neighborhood B), should be a regional model of rural development. Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities and small-scale neighborhood oriented retail.
- National Avenue is a scenic rural corridor, with rural-oriented commercial uses located at specific nodes. These nodes include Prospect Hill, and the intersection of Beloit Road and National Avenue.

Development Policies:

- Residential uses will be permitted and accommodated pursuant to policies outlined in the Zoning and Development codes.
- Encourage rural commercial land uses in the Prospect Hill area, and at the intersection of Beloit Road and National Avenue. Some examples of rural commercial uses are commercial nurseries, feed and seed stores, farmers markets, farm implement sales and supply stores, antique stores, and small-scale grocery stores serving residents of western New Berlin.
- 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: Rural Commercial and Suburban Residential

2. **Chapter 10: Land Use:** Yes, this submittal meets the intent of this Chapter.

Future Land Use Category: Rural Commercial

- Rural Commercial should be located primarily along National Avenue west of Calhoun Road. These uses should be located in enclosed structures. Where outdoor storage and sales are necessary, they should be located in the side or rear yards. Landscaping and screening should be used to minimize the transition from agricultural and rural residential uses to these commercial developments. Lighting should be carefully evaluated. Rural commercial architectural design standards should be adhered to.

Future Land Use Category: Suburban Residential

- The Suburban Residential designation reflects the rural setting of the existing residential areas on the western half of the City. Lots in this category are generally located in existing subdivisions that have already been developed at higher densities than the surrounding Country Residential area. The Suburban Residential areas are typically served by private on-site sewerage disposal systems and private wells. On average, lots are 35,000 square feet in this district. New development may occur as infill development, but are not expansions to the existing subdivisions. Infill development is the development of vacant lots within existing subdivisions.

3. **Chapter 22: Implementation:** Yes, this submittal meets the intent of this Chapter.

Amending the Plan

- This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year. Suggestions for amendments can be brought forward by City staff, officials, and/or residents, and should be consistent with the overall vision of the Plan. Proposed amendments could originate in any of the following way:
 - Amendments proposed as corrections of clerical or administrative errors, mapping errors, and updated data for text, tables, and maps. Such amendments would be drafted by City staff.
 - Amendments proposed as a result of discussions between officials and citizens.
 - Amendments proposed as a result of recommendations discussed during a City planning process.
- When a change is proposed, it should follow this general procedure:
 - Recommendation by the Plan Commission to conduct a review process for the proposed amendment.
 - Facilitation of public hearings as required by applicable Wisconsin State Statutes and/or ordinances.
 - Recommendation from the Plan Commission to the Common Council.
 - Consideration and decisions by the Common Council.

Plan Element Consistency

- As future amendments and updates are made, consistency between the Plan elements must be ensured.
The applicant has submitted requests to the City to amend the Comprehensive Plan / Future Land Use Map and rezone the property, so the request meets the consistency requirements.

RURAL COMMERCIAL DESIGN GUIDE:

Buildings

- Building designs shall utilize materials that reflect a rural character. Cedar or clapboard siding, stone and brickwork, or other comparable materials that achieve the same quality in appearance are acceptable. Aluminum and vinyl siding shall be prohibited. New buildings shall correspond in height, width, proportion, relationship to street, roof forms, composition, rhythm, proportion of openings, materials and color to the other buildings in the district.
- Four sided architecture that utilizes similar building materials and design for all sides of a proposed structure is required.

Roofs

- Mansards, pents (lean-to), gambrels or other roof shapes not characteristic of the architectural area shall not be allowed. Rolled roofing, tar and gravel and other similar roofing materials are prohibited except that such materials may be used on flat or slightly sloped roofs which are not visible from the ground.

Colors

- Earth tones such as grays, browns, greens, and tans are encouraged.

Parking areas

- To the maximum extent practicable, parking Areas shall be located to the side or behind buildings. The perimeter of the parking lot shall provide for a lawn area in which trees and shrubs will be planted so as to allow ample snow storage capacity yet avoid damage to plantings from same.

Landscaping

- Existing tree lines should be preserved. If removal of existing tree lines is required due to its undesirable nature, new planting that results in no less of a screening effect shall be required when adjacent to residential uses.

Signage

- Signage shall be designed in unity with the building design through the use of the same or similar materials and colors. Ground, monument signs, or wall mounted signs made of wood, hanging from a wooden or wrought iron mount are acceptable. Signs that suit the architectural features of the building are acceptable. Neon tubed exterior accent light, external neon tubed signs and internally illuminated signs are not permitted.

Lighting

- Lighting shall be down cast, zero degree tilt, cutoff fixtures not exceeding 25 feet in height (including the light pole base and/or pedestal). Lighting shall be positioned so as not to cause glare on adjacent properties and streets. At a minimum, site lighting marking the entrance to businesses shall match or complement that which may be chosen by the City as standard decorative street lighting. Site lighting shall meet the requirements of § 275-601 in its entirety.

Cross Access

- Cross Access to and between neighboring properties shall be implemented wherever possible. The goal in this requirement is to remove as much incidental site to site traffic thus reducing the possibility of traffic conflicts and accidents. Cross access drives may be either the interconnection of parking lots or the construction of a separate drive.

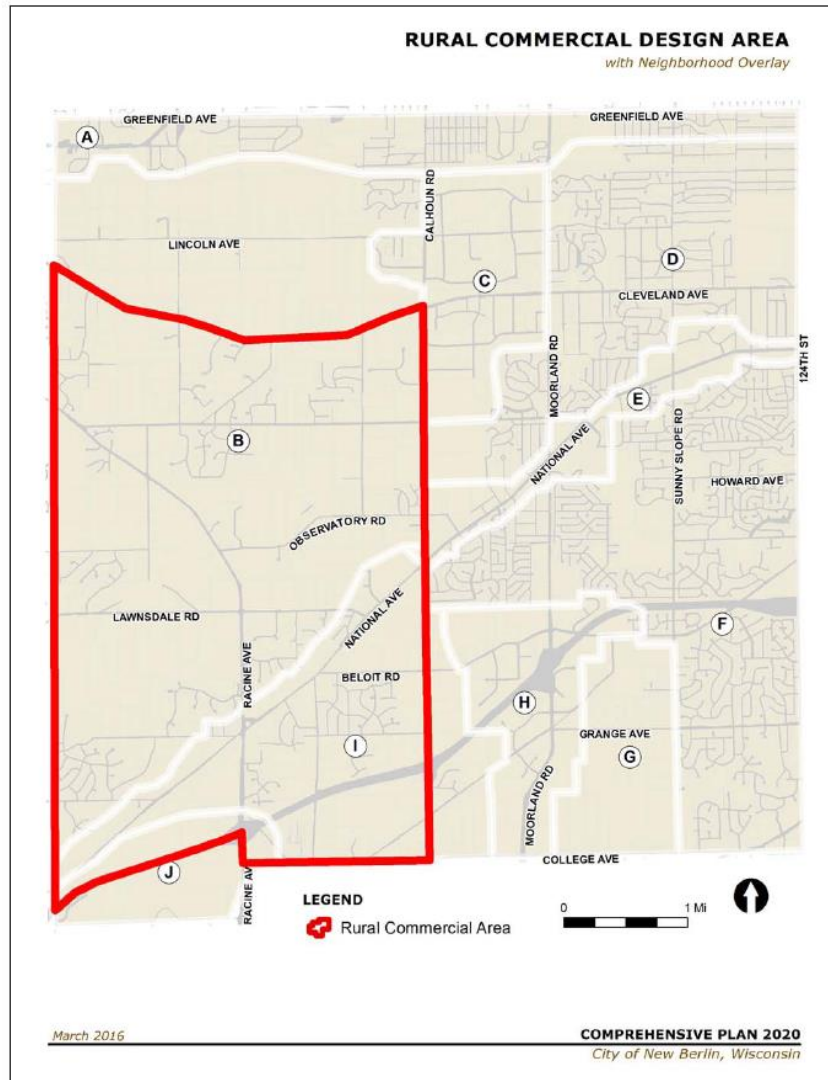


Figure 12-12-1. Rural Commercial Design Area

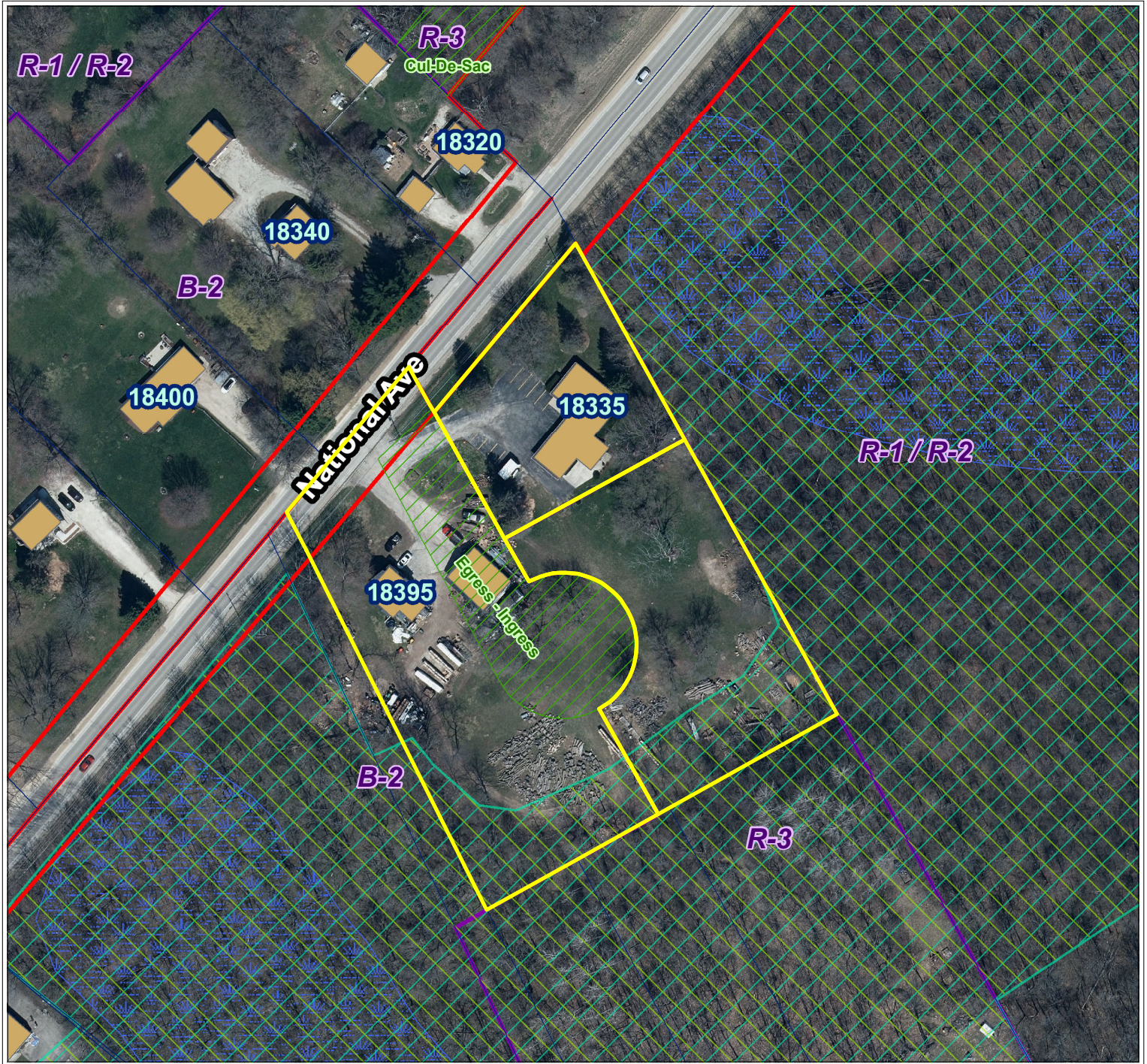
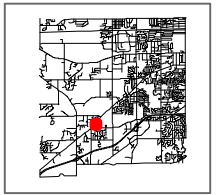
D.R.C. RECOMMENDATION:

Recommend to Plan Commission adoption of Resolution # 23-13 that approves the amendments to the 2030 Comprehensive Plan for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential and forward to the Common Council for their review and approval by Ordinance. **See Executive Summary.**

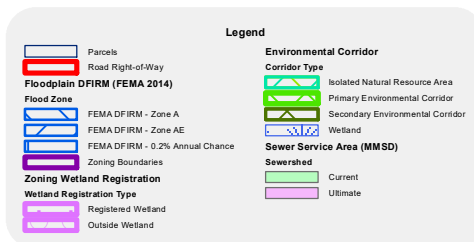
Attachments:

Location Map
 Future Land Use Comparison Map
 Zoning Comparison Map
 CSM
 Draft Resolution # 23-13
 Draft Chapter 10 - Land Use Plan - Minor edits as part of the 2030 Update
 Draft Chapter 19 - Neighborhood I: National Avenue West - Minor edits as part of the 2030 Update

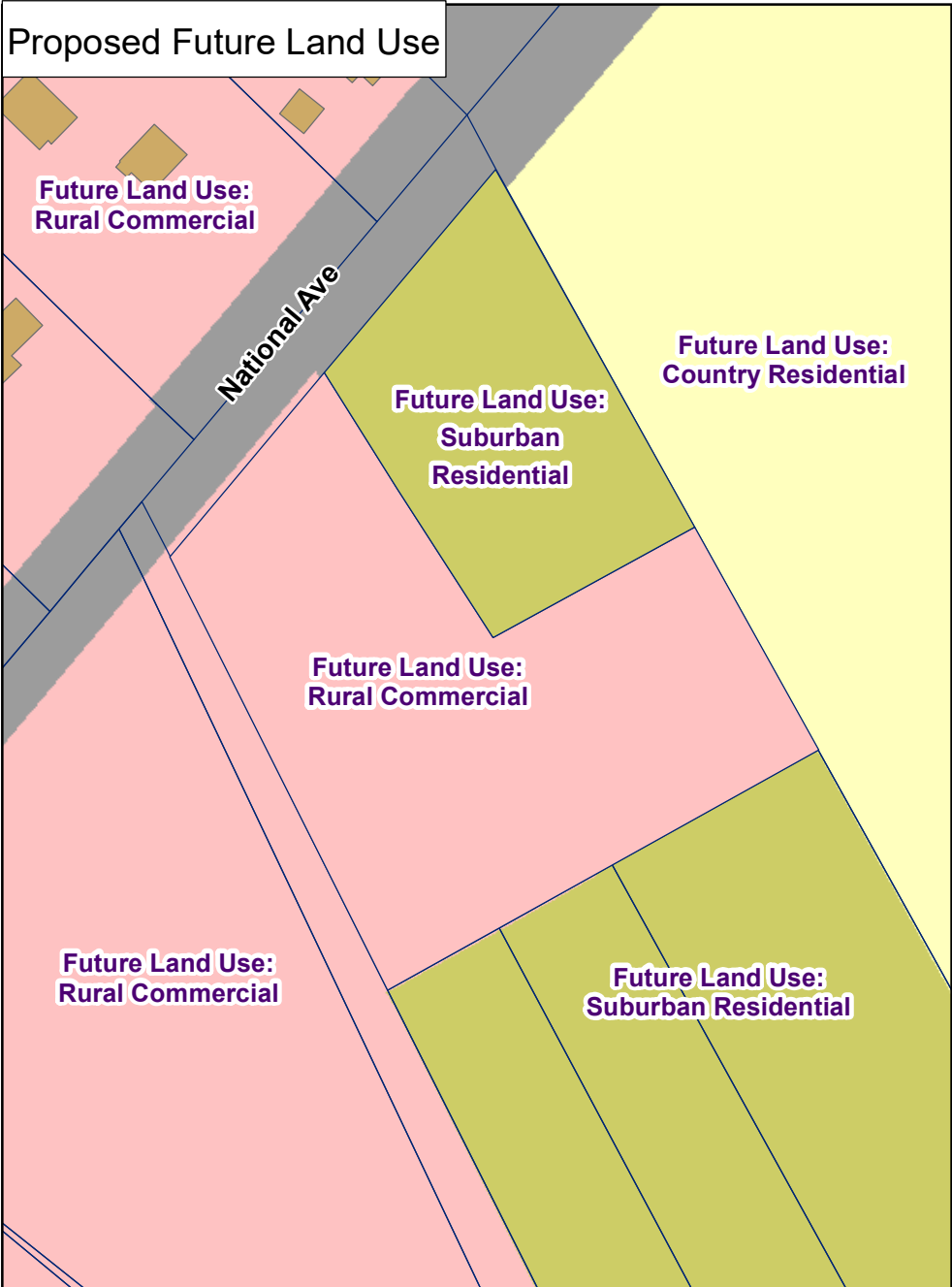
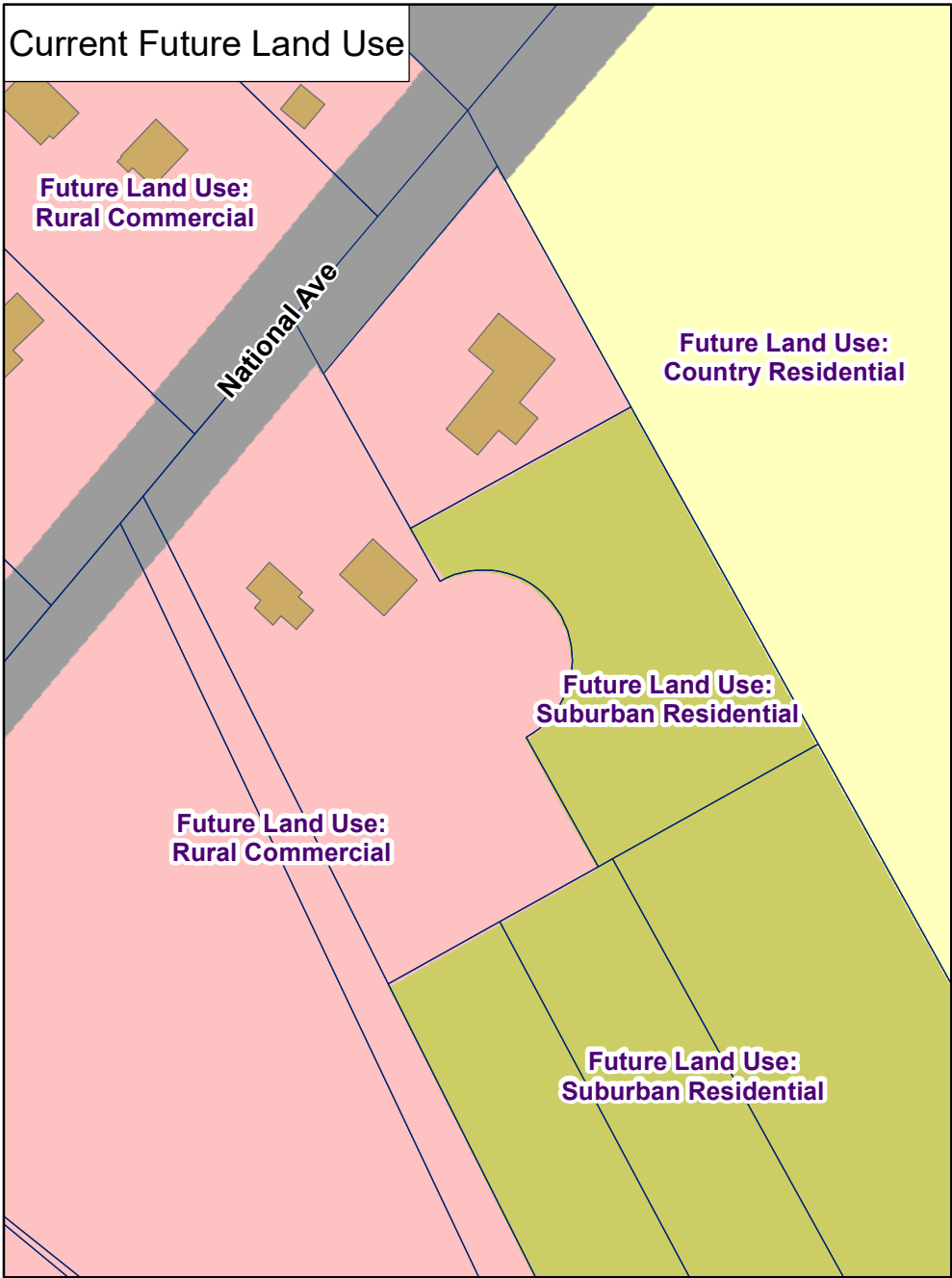
CP-2300780, RZ-2300781 & LD-2300782
Reno Potter
18335 W. National Ave, Tax Key #: 1262.962 &
18395 W. National Ave



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



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CP-2300780
Reno Potter
Taxkey # 1262962

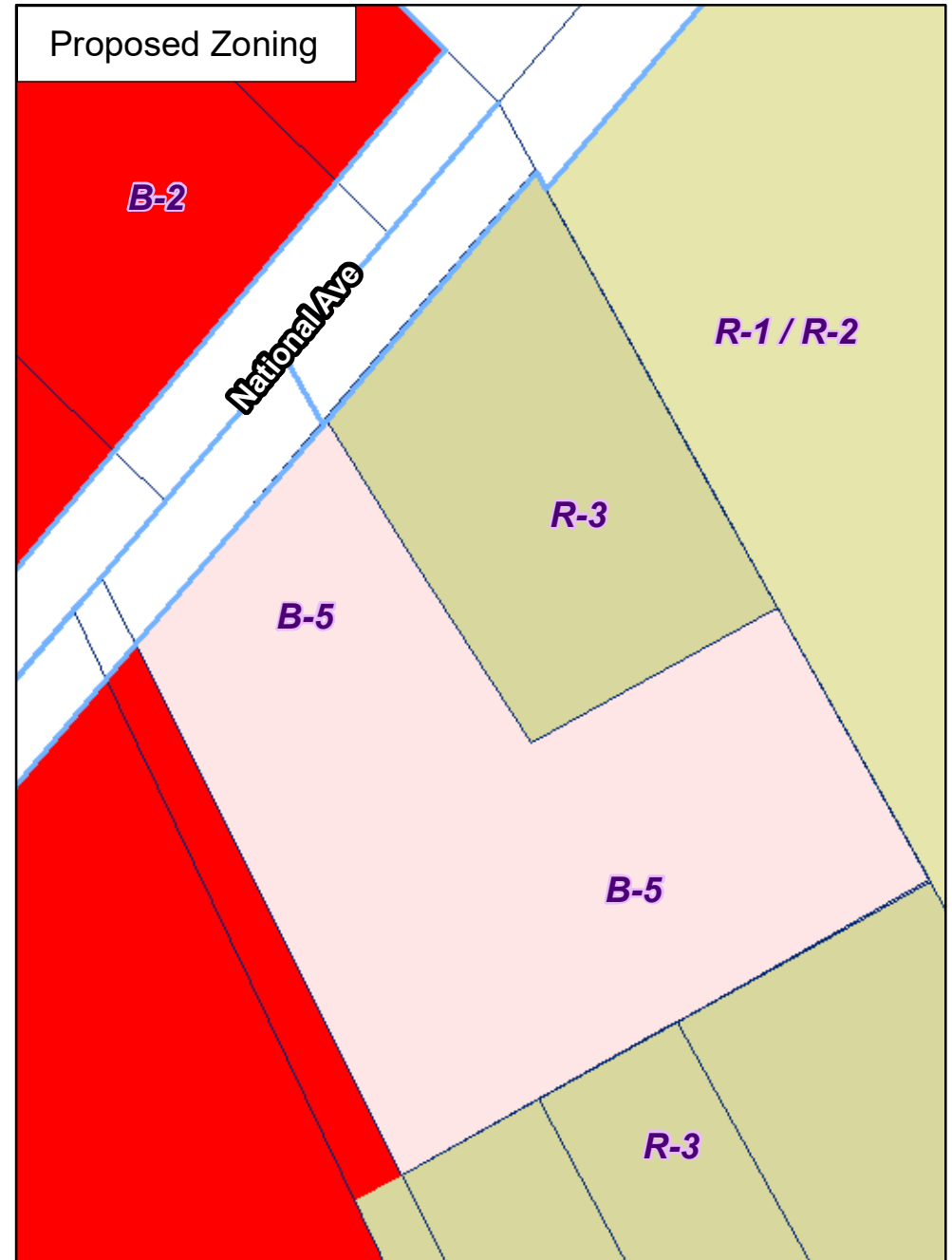
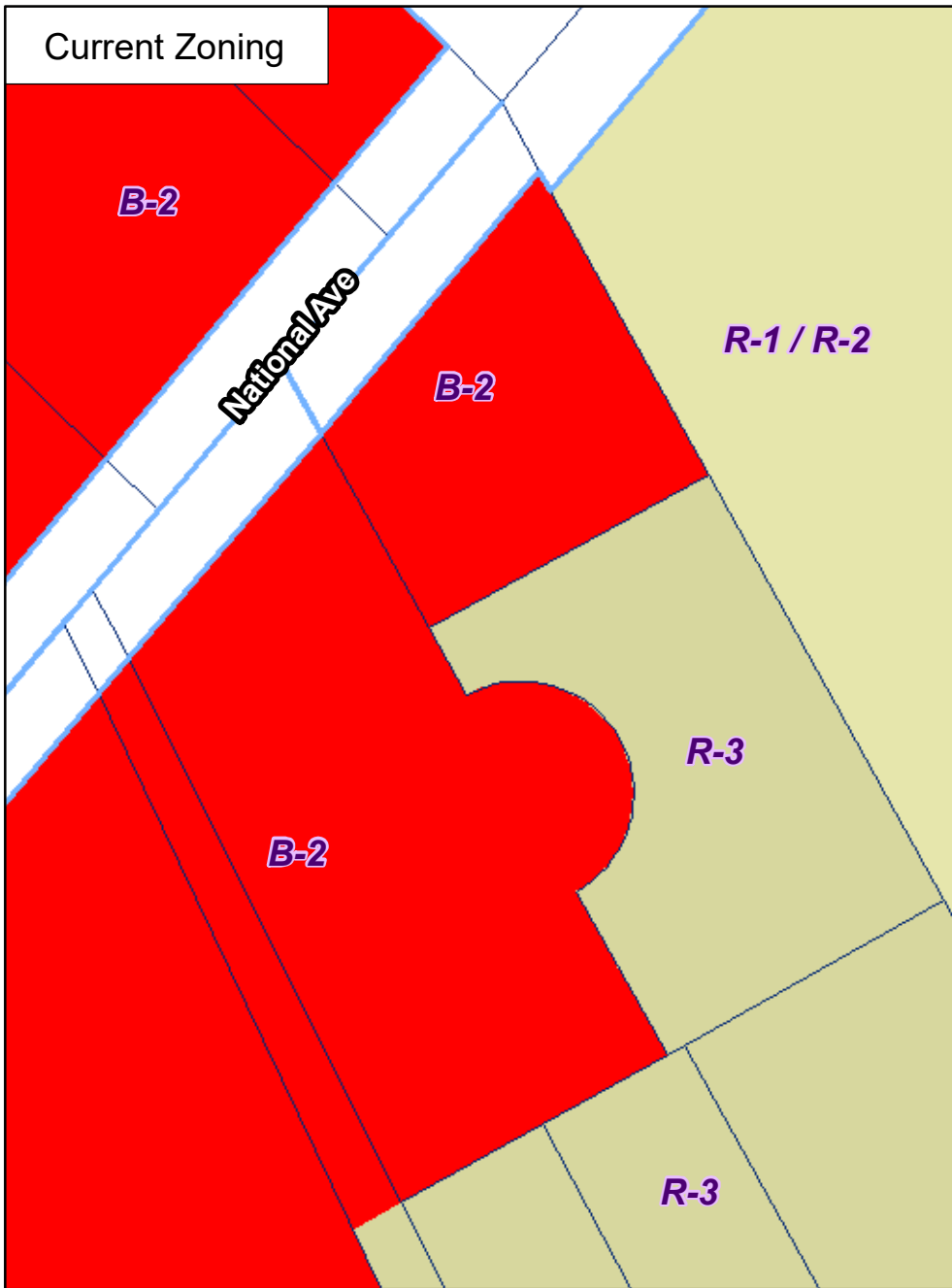
Legend

- Parcels
- Road Right-of-Way

N

0 50 100 Feet

7



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

Prepared for:
Lynn L. Reno
16960 West College Avenue
Muskego, WI 53150-2749

William R. Potter
3055 South Meadow Creek Court
New Berlin, WI 53146-4905

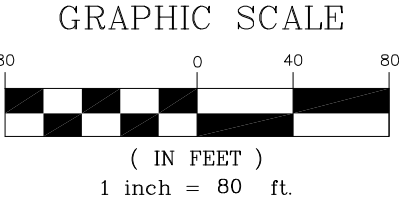
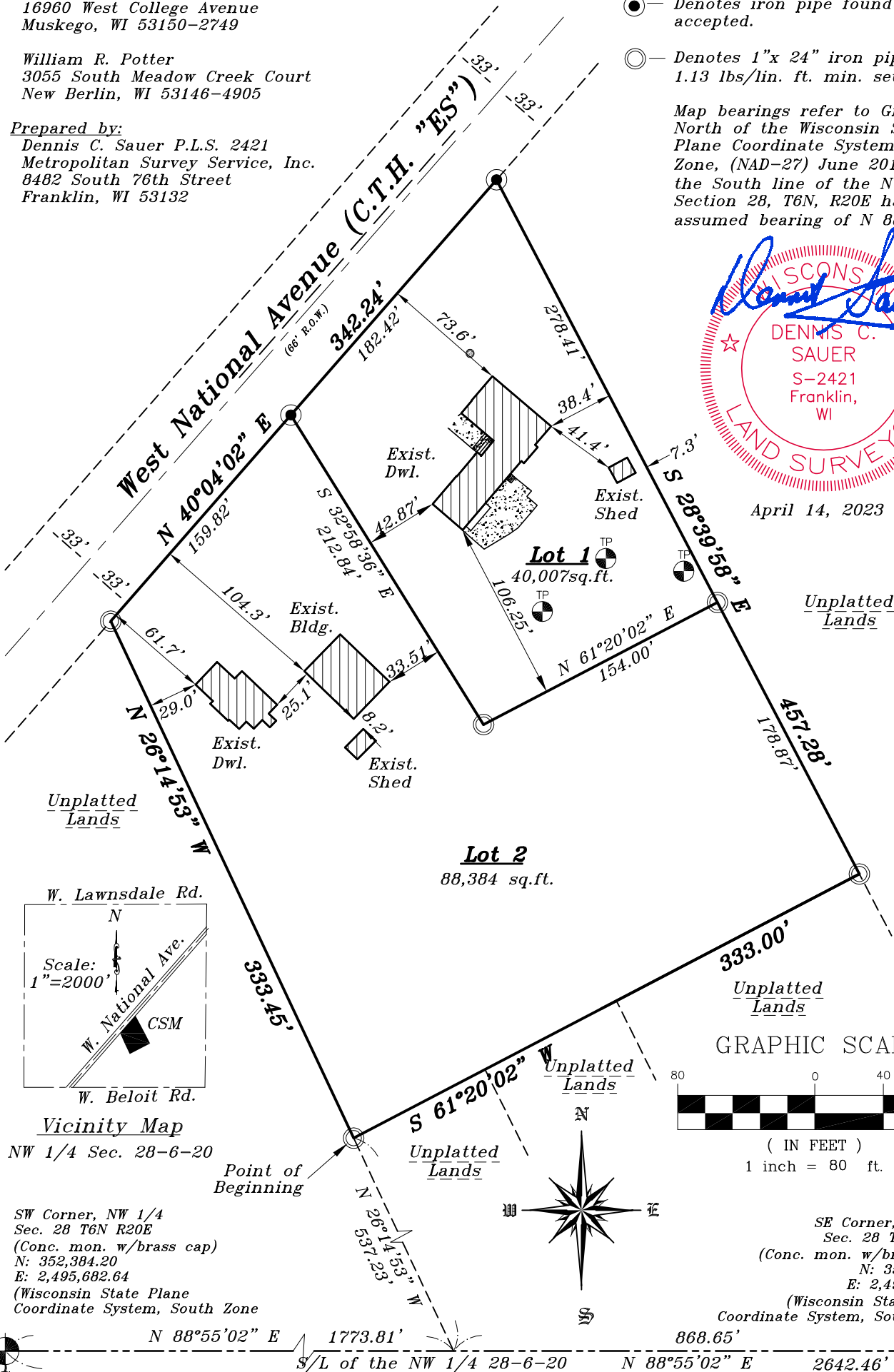
Prepared by:
Dennis C. Sauer P.L.S. 2421
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

NOTES:
●— Denotes iron pipe found and accepted.
○— Denotes 1"x 24" iron pipe, 1.13 lbs/lin. ft. min. set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-27) June 2018, with the South line of the NW 1/4 of Section 28, T6N, R20E having an assumed bearing of N 88°55'02" E.



April 14, 2023



SW Corner, NW 1/4
Sec. 28 T6N R20E
(Conc. mon. w/brass cap)
N: 352,384.20
E: 2,495,682.64
(Wisconsin State Plane
Coordinate System, South Zone)

SE Corner, NW 1/4
Sec. 28 T6N R20E
(Conc. mon. w/brass cap)
N: 352,434.15
E: 2,498,324.42
(Wisconsin State Plane
Coordinate System, South Zone)

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, a Professional Land Surveyor, hereby certify that:

I have surveyed, divided, and mapped a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4;
thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet to the point of beginning of the lands to be described; thence continuing N 26°14'53" W, 333.45 feet to a point on the Southeasterly right-of-way line of West National Avenue (C.T.H. "ES"); thence N 40°04'02" E along said right-of-way line, 342.24 feet; thence S 28°39'58" E, 457.28 feet; thence S 61°20'02" W, 333.00 feet to the point of beginning.

Said lands containing 128,391 square feet (2.95 acres).

That I have made such survey, land division and map by the direction of Lynn L. Reno and William R. Potter, owners of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the regulations of the City of New Berlin in surveying, dividing and mapping the same.

April 14, 2023
Date



Dennis C. Sauer
Professional Land Surveyor S-2421



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

OWNER'S CERTIFICATE

Lynn L. Reno, as owner, does hereby certify that she caused the lands described on this map to be surveyed, divided, combined and mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Subdivision Regulations of the City of New Berlin.

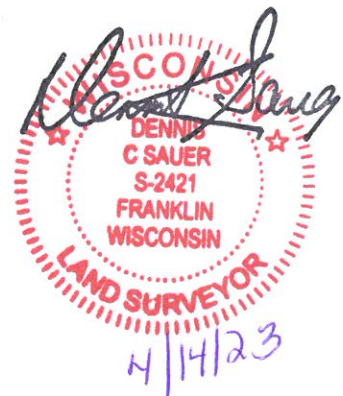
IN WITNESS WHEREOF, the said Lynn L. Reno, has caused these presents to be signed at _____, Wisconsin, this _____ day of _____, 20____.

Lynn L. Reno, Owner

STATE OF WISCONSIN)
_____COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____, Lynn L. Reno, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

OWNER'S CERTIFICATE

William R. Potter, as owner, does hereby certify that he caused the lands
described on this map to be surveyed, divided, combined and mapped and
dedicated as represented on this map in accordance with the provisions of
Chapter 236.34 of the Wisconsin State Statutes and the Subdivision
Regulations of the City of New Berlin.

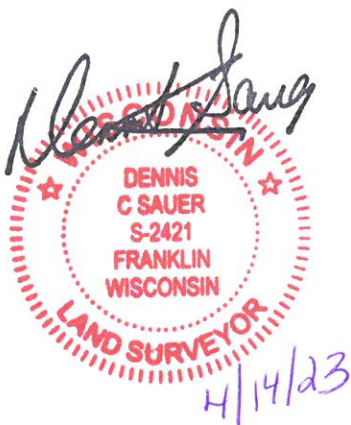
IN WITNESS WHEREOF, the said William R. Potter has caused these presents
to be signed at _____, Wisconsin, this _____ day of
_____, 20____.

William R. Potter, Owner

STATE OF WISCONSIN)
_____) COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____,
William R. Potter, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of New Berlin this _____ day of _____, 20____.

David Ament, Chairman
City of New Berlin

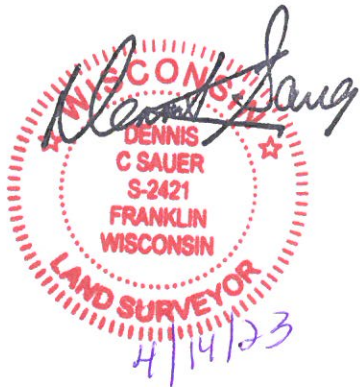
Nikki Jones, Secretary
City of New Berlin

COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of New Berlin this _____ day of _____, 20____.

David Ament, Mayor
City of New Berlin

Rubina R. Medina, City Clerk
City of New Berlin



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

RESOLUTION NUMBER # 23-13**A Resolution adopting the amendments to the City's 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19: "Neighborhood I" National Avenue West**

WHEREAS, Section 66.1001(4) of the Wisconsin Statutes, establish the required procedure for a local government to adopt a comprehensive plan and Section 66.1001(2) identifies the required elements of a comprehensive plan; and

WHEREAS, The planning process was open to the public and numerous efforts were made to assure the broadest participation to establish the goals and elements considered for and contained within the comprehensive plan in compliance with Section 66.1001 of the Wisconsin State Statutes, and

WHEREAS, The City of New Berlin prepared and followed a Public Participation Plan that was adopted by the Plan Commission on September 10, 2007 and the Common Council on September 25, 2007 a copy of which is on file in the Department of Community Development.

WHEREAS, the City of New Berlin Plan Commission has the authority to adopt the Comprehensive Plan and associated amendments as necessary by resolution and also to recommend that the Common Council adopt the comprehensive plan and associated amendments as necessary via Ordinance; and

WHEREAS, the City of New Berlin prepared the "City of New Berlin 2020 Comprehensive Plan", which is on file with the Department of Community Development and available on the City's website www.newberlin.org, containing all maps and other descriptive materials, to be the comprehensive plan for the City; and

WHEREAS, that the Plan Commission of the City of New Berlin adopted the City of New Berlin 2020 Comprehensive Plan as the City's comprehensive plan via Resolution No. 09-02 on November 2nd, 2009, and the Common Council adopted the Comprehensive Plan via Ordinance # 2422 on December 8th, 2009; and has been amended from time to time; and

WHEREAS, development within the City should be monitored on an ongoing basis, and compared to the City goals and objectives outlined throughout the Plan to ensure that current policies are achieving the intended results. Comprehensive Plan Chapter 22, Implementation states, *"This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year."* This project includes an overall general update to the Comprehensive Plan.

WHEREAS, Department of Community Development Staff, working at the request of Jim Duerrwaechter, have prepared amendments to the Future Land Use Map within the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19: "Neighborhood I" National Avenue West and are now completed and need to be incorporated into the City's adopted Comprehensive Plan.

WHEREAS, the Future Land Use Map amendments requested by Jim Duerrwaechter are for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) to amend the Future Land Use from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential. It is necessary to incorporate these Future Land Use Map amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19: "Neighborhood I" National Avenue West. A copy 2030 Comprehensive Plan Chapters 10 & 19 along with the map is attached as Exhibit A. Amendments to an adopted comprehensive plan pursuant to WI State Statute 66.1001 require a Class I notification along with a public hearing.

WHEREAS, the Plan Commission reviewed and approved the proposed amendments to 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19: "Neighborhood I" National Avenue West, on September 25, 2023 following approximately three months of public comment from the date of the public notice; and

WHEREAS, the City has duly noticed a public hearing on the aforementioned comprehensive plan amendments and the Plan Commission held the public hearing on September 25, 2023.

WHEREAS, the Plan Commission of the City of New Berlin by a ~~X-X~~ vote of the Commissioners present and voting recorded in its official minutes, adopted Resolution # 23-13 recommended approval of this comprehensive plan amendment on September 25, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission of the City of New Berlin hereby accepts and adopts the attached City of New Berlin 2030 Comprehensive Plan amendments to the 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19: "Neighborhood I" National Avenue West, recognizing that the Common Council must also adopt the Comprehensive Plan amendments via Ordinance for it to become effective; and

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopt Ordinance No. 2676, which will constitute its adoption of the Comprehensive Plan amendments.

Passed and adopted by the Plan Commission on this 25th day of September, 2023.

APPROVED:

David A. Ament, Mayor

Certified/Countersigned:

Nikki Jones
Plan Commission Secretary

CHAPTER 10: LAND USE PLAN

Revisions approved by Council on ~~8/2/2011 via Ordinance #2457, on 1/10/2012 via Ordinance #2480, on 3/13/2012 via Ordinance #2484, on 5/14/2013 via Ordinance #2504, on 8/27/2013 via Ordinance #2510, on 5/12/2015 via Ordinance #2543, on 7/28/2015 via Ordinance #2545, on 10/13/2015 via Ordinance #2553, on 6/14/2016 via Ordinance #2568, on 7/26/16 via Ordinance #2569, on 2/9/21 via Ordinance # 2646~~ 9/26/2023 via Ordinance #2676.



LAND USE PLANNING IN RELATION TO STATE STATUTES

Section 62.23 of the Wisconsin Statutes grants cities and villages the authority to prepare and adopt local master plans or plan elements. In 1999, the Wisconsin Legislature enacted legislation that greatly expanded the significance of comprehensive plans within the State. The law, referred to as Wisconsin's "Smart Growth" law, provides a new framework for the development, adoption, and implementation of comprehensive plans by various units of government. The law, set forth in Section 66.1001 of the Wisconsin Statutes, requires that the administration of zoning, subdivision, and official mapping ordinances be consistent with a community's adopted comprehensive plan beginning on January 1, 2010.

In Waukesha County, 27 of the 37 cities, villages, and towns opted to participate in the Waukesha County Comprehensive Plan process. The process was led by County staff with assistance from the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Waukesha County UW-Extension staff. The City of New Berlin selected to establish its own, more tailored Comprehensive Plan in lieu of participating through the County.

Several of the nine comprehensive planning elements required by Section 66.1001 of the Statutes must be updated or addressed to bring existing land use or master plans into compliance with the requirements of the comprehensive planning legislation. This chapter

provides the full Land Use Element for the City of New Berlin. Additional information regarding existing and future land uses can be found in each individual neighborhood chapter.

EXISTING LAND USES

Reviewing past and existing land use trends can aid in planning for the types of uses that are in demand. [Figure 10.1 illustrates the land use trends for the City of New Berlin from 1990 to 2020.](#) The existing land use map shown in Figure 10.2 is based on City assessment data from 2020 using Market Drive software produced by Assessment Technologies LLC. The map illustrates a high amount of single-family residential land with supporting industrial/manufacturing and commercial uses. Other land uses include agricultural, exempt, forest lands, multi-family residential, recreation, and undeveloped. Wetlands and woodlands are also identified.

[Figure 10.1 illustrates the land use trends for the City of New Berlin from 1990 to 2020.](#)

	1990			1995			2000			2020		
	Acres	% Dev.	% Total	Acres	% Dev.	% Total	Acres	% Dev.	% Total	Acres	% Dev.	% Total
Residential (1)(4)	6,227	62.0%	26.4%	6,563	59.9%	27.8%	6,782	58.3%	28.7%	13,574	69.1%	59.8%
Commercial (1)(4)	364	3.6%	1.5%	397	3.6%	1.7%	466	4.0%	2.0%	2,652	13.5%	11.7%
Industrial/Manufacturing (1)(4)	586	5.8%	2.5%	614	5.6%	2.6%	763	6.6%	3.2%	655	3.3%	2.9%
Transp./Common/Utilities (1)	2,061	20.5%	8.7%	2,549	23.3%	10.8%	2,681	23.0%	11.4%			0.0%
Government/Institutional/Exempt (1)(4)	422	4.2%	1.8%	434	4.0%	1.8%	473	4.1%	2.0%	1,139	5.8%	5.0%
Recreational (1)(2)(4)	384	3.8%	1.6%	406	3.7%	1.7%	470	4.0%	2.0%	1,633	8.3%	7.2%
Urban Subtotal(4)	10,044	100.0%	42.6%	10,963	100%	46.5%	11,635	100.0%	49.3%	19,653	100.0%	86.6%
Agricultural (4)	6,817	50.3%	28.9%	6,277	49.7%	26.6%	5,124	42.8%	21.7%	1,804	59.2%	7.9%
Natural Resources Areas	3,734	27.6%	15.8%	3,508	27.8%	14.9%	3,567	29.8%	15.1%			
Wetlands	2,323	17.1%	9.8%	2,269	18.0%	9.6%	2,301	19.2%	9.8%			
Woodlands/Forests(4)	1,283	9.5%	5.4%	1,130	8.9%	4.8%	1,154	9.6%	4.9%	224	7.4%	1.0%
Surface Water	128	0.9%	0.5%	109	0.9%	0.5%	112	0.9%	0.5%			
Other (4)	2,997	22.1%	12.7%	2,845	22.5%	12.1%	3,268	27.3%	13.9%			
Undeveloped Land(4)										1,018	33.4%	4.5%
Nonurban Subtotal(4)	13,548	100%	57.4%	12,630	100.0%	53.5%	11,959	100.0%	50.7%	3,046	100.0%	13.4%
Total	23,592		100.0%	23,593		100.0%	23,594			22,699		100.0%

SEWRPC & City of New Berlin Assessment Data -Market Drive software produced by Assessment Technologies LLC

1- Includes off-street parking areas.

2- Includes intensively used area of public and non-public recreation sites.

3- Includes extractive, landfills and unused land.

4- For the 2020 values, the City Assessor is using new software that does not calculate the information in the same way. The calculations are a bit different. The categories were matched as closely as possible.

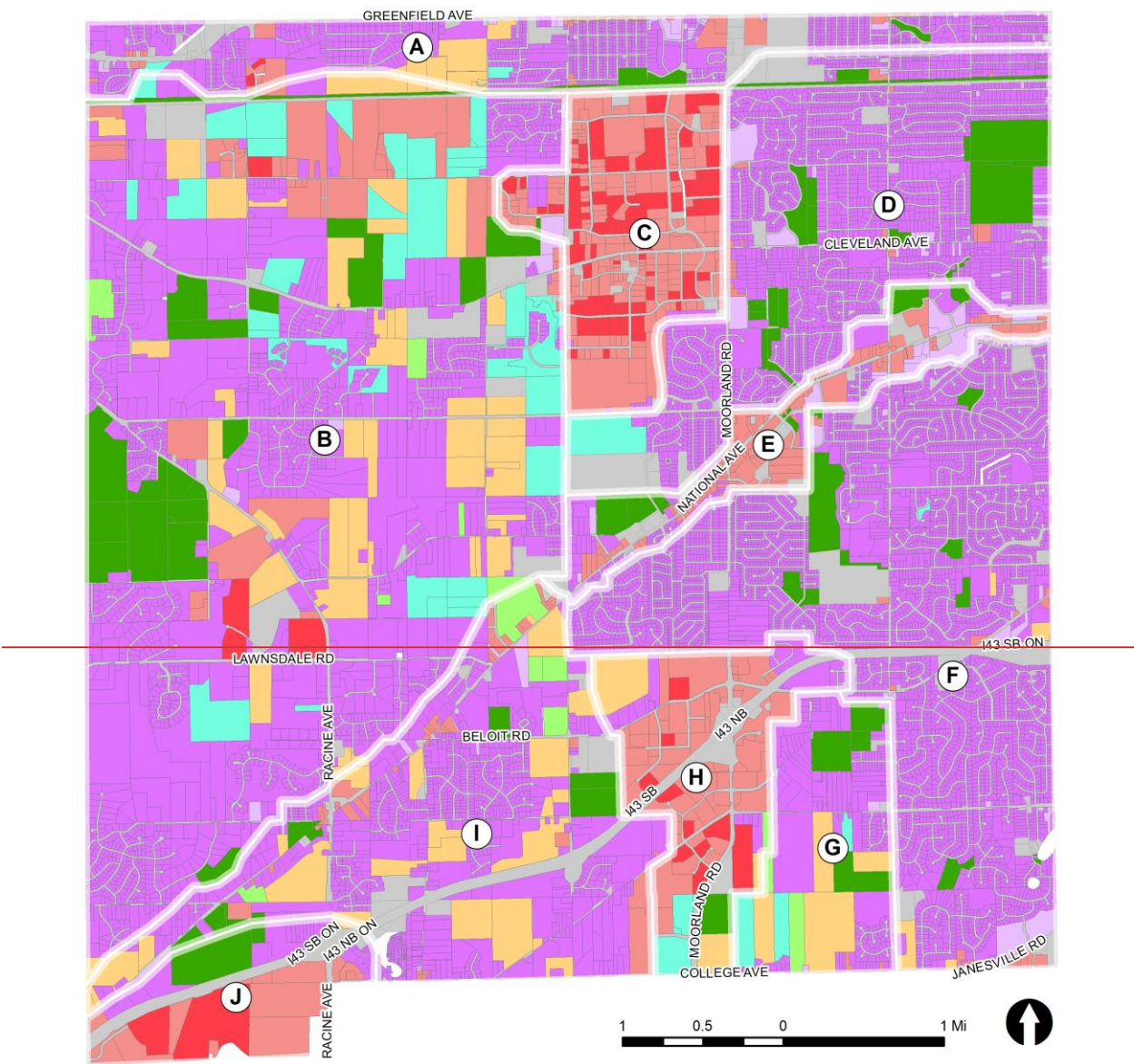
The predominate property type is used in this table. Wetlands, woodlands/forests and surface water were not calculated separately. We also did not differentiate between urban and non-urban for 2020.

[Figure 10.1. City of New Berlin Land Use Trends](#)
[Source: SEWRPC & City of New Berlin Assessment Data](#)

In 2020, the primary urban use within New Berlin consisted of residential land at approximately 13,574 acres, or 59.8% of the total area of New Berlin. This was an increase of 6,792 acres from 2000.

EXISTING LAND USE

with Neighborhood Overlay



EXISTING LAND USE

- | | | |
|--------------|--------------------------|---------------------------|
| Agricultural | Forest Land | Recreation |
| Commercial | Manufacturing | Single Family Residential |
| Exempt | Multi Family Residential | Undeveloped |

January 2021

COMPREHENSIVE PLAN 2030

City of New Berlin, Wisconsin

Figure 10.2. Existing Land Use Map of the City of New Berlin.

UPDATE

Even though the amount of agricultural land in the City has been decreasing over time, agricultural land still plays a significant role in New Berlin. Most new subdivisions built since 2015 have been conservation style subdivisions with an overall density of one home per 5 acres, in addition to density along with between 50 to 75 percent open space. The City has continued to monitor the subdivision ordinances every few years to ensure that we are continuing to preserve open spaces, wetlands and woodlands.

~~Other significant trends noted in the table have been the growth in commercial and industrial/manufacturing land use. It should be noted, that this growth was planned for and on track with the various development policies within each Neighborhood. This would include some growth in South Moorland Road Corridor, City Center and Moorland Road and Beloit Road.~~

Based upon survey work conducted by the Department of Community Development in 2008, this decrease can be attributed to market forces that have resulted in less overall income being derived from farming, multiple property ownerships creating smaller, less contiguous farmland acreages, and a general lack of interest in farming. Surveying large property owners whose current existing land use is agriculture, in 1999, 95% and in 2007, 91% of those surveyed identified that farming was not their main occupation. The Department mailed out 123 surveys representing 155 tracts of agricultural or undeveloped lands of 15 acres in size or larger. There was a 44% response rate to the 2008 survey. See Appendix F for both the survey results and the summary power point presentation that was presented at the Farmland & Open Space Landowners Focus Group meeting on July 9, 2008.

In order to continue forth with farmland preservation efforts, the Department of Community Development must continually look for economically viable ways of purchasing agriculture conservation easements through grant funding. Additionally, the Department should utilize its conservation subdivision regulations to plan for and permit farming as open space use. Planning for farms in conservation subdivisions could take place through the platting process by designing lot layouts, access, and other elements to accommodate farming as an open space use. The Department is also encouraged to continue promoting other agricultural preservation mechanisms to property owners such as easement dedications and / or purchase of development rights (PDR).

Other significant trends noted in the table have been the growth in commercial and industrial/manufacturing land use. This growth was planned for and is on track with the various development policies within each Neighborhood. This would include some growth in South Moorland Road Corridor, City Center and Moorland Road and Beloit Road.

LAND USE POLICIES

Several key policies were developed during the 2001 Growth and Development Master Plan (GDMP) process in order to guide the demographic and economic forces shaping the

community. These policies have been carried forward and will continue to help guide the City's land use planning efforts.

Although the Land Use Plan is ultimately organized around creating distinct neighborhoods and business centers, the following policies shall apply city-wide:

Policy 1: Managed Growth

Ensure that growth in New Berlin is affirmatively and responsibly managed based on available public services and suitability of the land for development.

Policy 2: Urban Boundaries

Maintain cohesive urban boundaries conducive to service delivery that support implementation of the adopted future land use plan.

Policy 3: Compatible Land Uses

Promote an orderly and compatible pattern of land uses avoiding "hodge-podge" development patterns. Provide appropriate transitions and buffers when differing uses are adjacent to one another.

Policy 4: Infrastructure

Utilize the provision of infrastructure in supporting and influencing growth in areas most suitable to accommodate growth.

Policy 5: Neighborhood Preservation

Preserve existing neighborhoods and encourage compatible infill development. (Infill development generally refers to either construction on vacant parcels in existing developed areas, or replacement of obsolete or dilapidated structures with new buildings.)

Policy 6: Rural Character

Preserve the existing character of the remaining rural areas in New Berlin.

Policy 7: Urban and Rural Distinction

Preserve and reinforce the distinction between urban and rural areas in New Berlin.

Policy 8: Open Space

Preserve open space throughout the city through both public and private development. Focus preservation efforts in environmentally sensitive areas, areas with recreational and trail opportunities, areas serving as buffers between different land uses, and neighborhood open space. Work to remove regulatory barriers that will reinforce that farming and/or large-scale gardening can remain a viable land use while respecting and preserving private property rights.

Policy 9: Development Quality

Require new development to meet sound planning and engineering standards with regard to sustainable architecture, site planning, and stormwater management.

These principles create an overall policy framework for the city.

LAND USE PLAN

The City of New Berlin Land Use Plan is intended to provide a guide for development, redevelopment, and preservation over the next ten (10) years and will need to be re-evaluated during 2021 and again near the year 2030. The Land Use Plan is based on standards that reflect the desires of community residents, committee members, elected officials and proven principles in community development, environmental preservation, and residential development. As part of the Land Use Plan, several factors have been explored related to the growth of the built environment:

- **Social factors** include those which give or maintain character (i.e. gathering areas, civic identity, and the “city living with a touch of country” feeling).
- **Economic factors** include the creation of jobs, balance of municipal expenses and revenue, and land value influenced by natural amenities and water quality.
- **Physical factors** include the character of the land (i.e. how it appears, areas that are preserved, what types of development are allowed, and where development is located).

The Land Use Plan cannot be successfully implemented by looking only at the physical attributes of growth. Diverse and healthy communities grow in all three areas, and a balance should be achieved to provide a quality environment for residents and business owners.

This Land Use Plan provides flexible recommendations and categories to provide long-range guidance to decision-makers. It recognizes that the City Zoning Map exists as a mechanism for property-specific recommendations. The purpose of the Land Use Plan is to serve as a link between the Land Use Policies and the development regulations. The City should explore implementing a form-based code versus continuing the use the traditional zoning ordinance (Euclidean Zoning) in order to implement infill and/or redevelopment opportunities.

When considering the proposed land uses for any particular parcel of property, the Land Use Policies must be considered in addition to the requirements of the entire Comprehensive Plan. The Land Use Plan Map, shown in Figure 10.3, identifies the future land use districts within the City of New Berlin.

Figure 10.3. Future Land Use Map for the City of New Berlin.
UPDATE

Section 34 – 35 – South Moorland Road Corridor

Section 35 is an area that is envisioned to be a mix of business park industrial, office, retail, residential, and passive and active park uses. In order to implement the conceptual neighborhood plan, the City has created three new zoning districts specifically for this geographic area. They include a new R-6 (Section 35 Low-Density Single-Family Residential), M-3 (Section 34 & 35 Business Park Development District) and P-2 (Section 35 Park Complex District) as further described below. The map below (Figure 10.54) identifies the Future Land Use and Zoning Code Section 275-13.1(H)(4), Figure I-1, identifies the designated zoning districts. All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions.

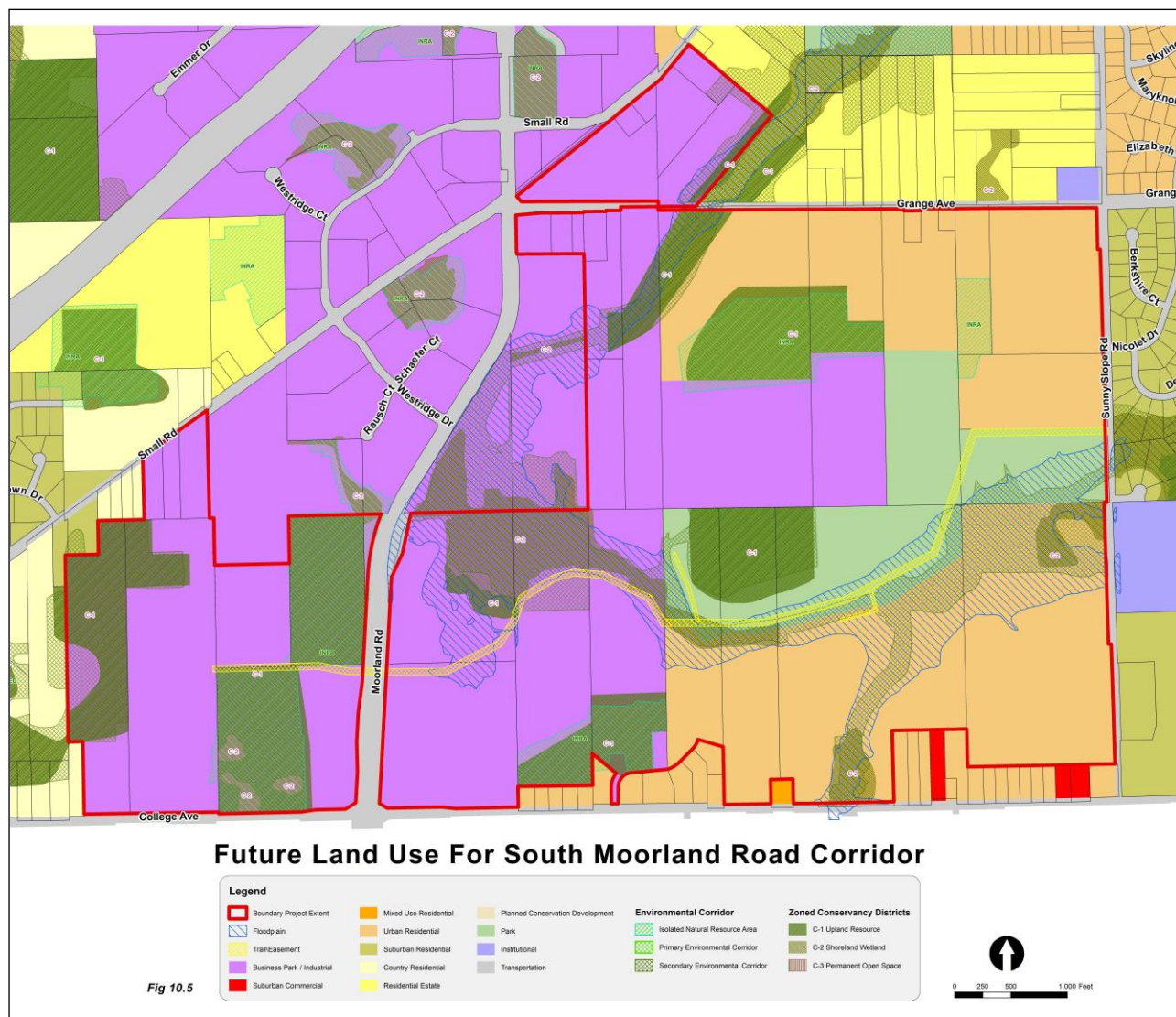


Figure 10.54 Future Land Use Map for South Moorland Road Corridor.

Northwest Section 2 –North Moorland Road Corridor (Southeast corner of Moorland Road and Greenfield Avenue)

The Department of Community Development has been going through the process of analyzing the area now referred to as the North Moorland Road Corridor. This area is generally bounded by Moorland Road to the West, the Highland Memorial Park Cemetery and Walmart development to the East, Greenfield Avenue to the North and the New Berlin Recreational Trail to the South (Figure 10.5-1). In order to guide the City in land use and zoning decisions it is best to understand the impact new developments will have on the School District, traffic patterns, stormwater and environmental features. Development policies were added within Chapter 11 – Neighborhood A (Greenfield Avenue Corridor) to guide any future development requests.



Fig. 10.5-1 North Moorland Road Corridor Map.

Urban Residential

The Urban Residential designation reflects the modern form of the residential subdivision with lots ranging in size from one to four dwelling units per acre, depending on underlying zoning and surrounding development patterns. While these communities may include various sizes and price ranges of homes, the primary land use is single-family detached homes. Attached single-family housing may be considered as a transitional use between lower density residential uses and non-residential development and highway corridors.

The corresponding zoning districts are:

- R-4 (Low-Density Single-Family Residential) which has a not-to-exceed density of 2.2 dwelling units per net residential acre for new large lot subdivisions to be served by public sanitary sewer and water facilities~~;~~
- R-4.5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 2.9 dwelling units per net residential acre, served by public sanitary sewer and water facilities~~;~~ ~~and~~
- R-5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 4.3 dwelling units per net residential acre, served by public sanitary sewer and water facilities. It should be noted that the City's current zoning ordinance states that "no unplatted lands" should be placed into the R-5 District.
- R-6 (Section 35 Low-Density Single-Family Residential) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). ~~Unique to the South Moorland Road Corridor Area, a specific~~

~~geographic area (see Figure 10.5 of this document and Figure I-1 of the Zoning Code), the City plans to establish a new Zoning District, the R-6 (Section 35 Low-Density Single-Family Residential).~~ The R-6 Low-Density Single-Family Residential District is intended to provide for single-family residential development within Sections 34 and 35 with a minimum lot sizes similar to those in the above zoning districts and served by public sanitary sewer and water facilities. The Plan Commission and Common Council may approve smaller lot sizes pursuant to the city's zoning and subdivision codes and the vision for Neighborhood "G", in order to protect environmental features such as woodlands and tree lines, provide for additional tree protection and/or avoid steep topography. All lots shall adhere to the City's adopted zoning and subdivision codes. Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

- ~~• Per Zoning Code Section 275-13.1(H)(4), "Along the South Moorland Road Corridor/ Sections 34 and 35 area, transitional provisions will apply as noted in the map (Zoning Code Figure I-1). As properties within this area are developed, they shall be rezoned per that map."~~

Urban Residential districts include neighborhood parks and green spaces that provide amenities to local residents and are encouraged to provide links with the City's existing parks and recreation. Developers should incorporate the protection of environmentally sensitive areas, including the floodplain, into the development to create unique neighborhoods while protecting the natural environment. The number of cul-de-sacs should be minimized, emphasizing loop street layouts or multiple connections through and between subdivisions.

The Urban Residential areas also offer a continuing opportunity for more affordable housing to serve workers in the City's growing business parks. For example, housing on ¼ acre lots can help to retain and increase the diversity of the City's housing stock to allow for more personal housing options. The Community Development Authority (CDA) (formerly the New Berlin Housing Authority) is using tax credits and rent assistance to ensure a continued supply of affordable senior housing and apartments.

The City has worked closely over the past few years with Bank Five Nine to create a home loan grant program for first time home buyers. The program is funded by the Housing Trust Fund, which was created via Ordinance #: 2491, an ordinance to create a Housing Trust Fund for the City of New Berlin. The Common Council approved the transfer of Seventy Five Thousand Dollars (\$75,000.00) into the Fund. The City is able to provide qualified applicants with a \$2,500 grant to first time home buyers to pay for down payment and closing costs associated with buying their own home. The bank may match that request up to \$2,500 and will assist the City in reviewing the requests. The City has created a home loan grant application which is located on the City's website.

Certain institutional uses that can be compatible with residential uses, such as schools and neighborhood scale churches may be appropriate after careful site plan review.

Suburban Residential

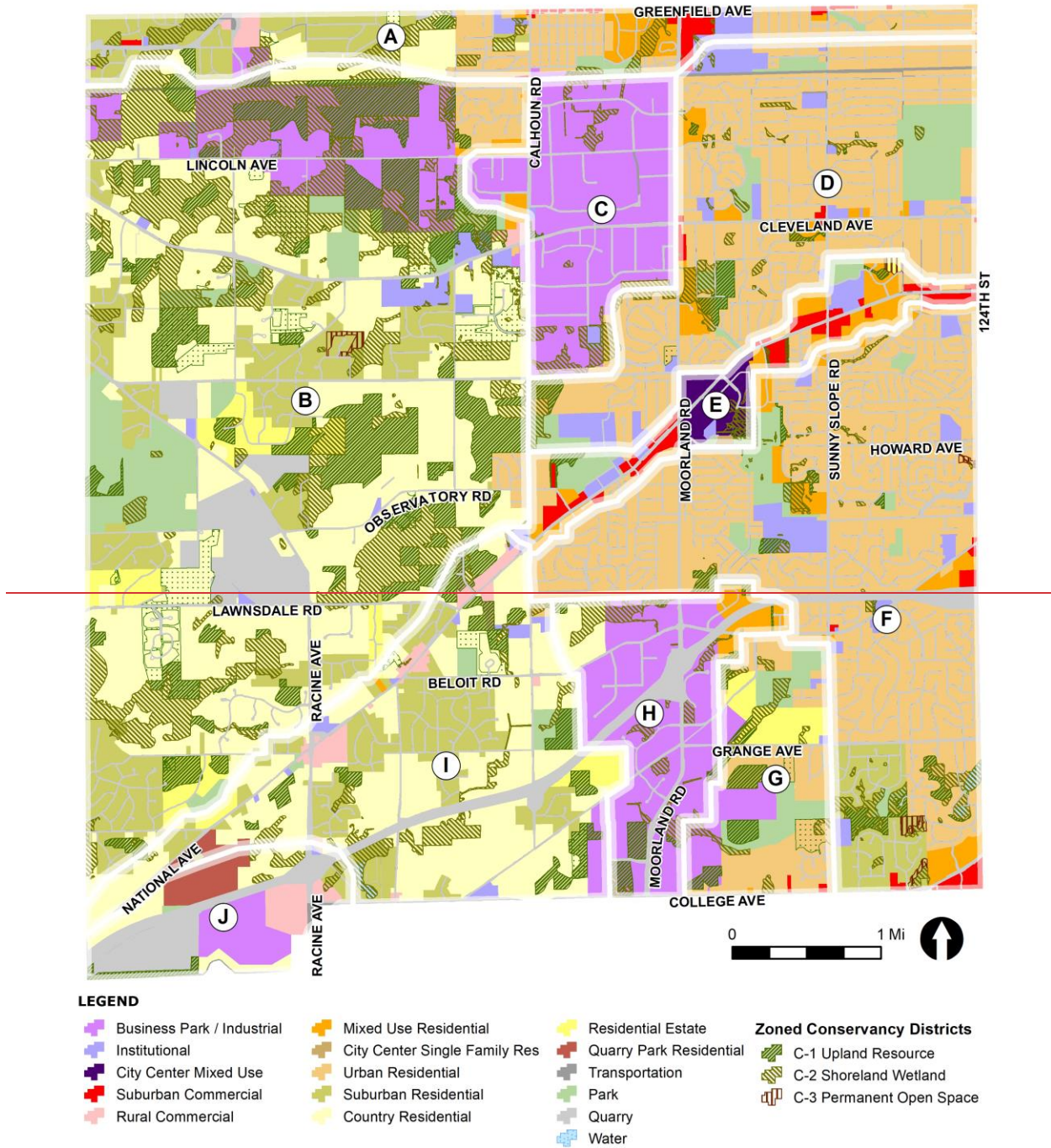
The Suburban Residential designation reflects the rural setting of the existing residential areas on the western half of the City. Lots in this category are generally located in existing subdivisions that have already been developed at higher densities than the surrounding Country Residential area. The Suburban Residential areas are typically served by private on-site sewerage disposal systems and private wells. On average, lots are 35,000 square feet in this district. New development may occur as infill development, but are not expansions to the existing subdivisions. Infill development is the development of vacant lots within existing subdivisions.

The corresponding zoning district is:

- R-3 (Suburban Single- Family Residential) which has a not-to-exceed density of 2.0 dwelling units per net residential acre. This District is intended to be used for residentially platted lots already existing at this density range. As stated previously, Suburban Residential lots are served by private on-site sewerage disposal systems and private wells.

FUTURE LAND USE PLAN

with Zoned Conservancy and Neighborhood Overlay



March 2021

COMPREHENSIVE PLAN 2030

City of New Berlin, Wisconsin

Figure 10.3. Future Land Use Map for the City of New Berlin.

UPDATE AND RELOCATE

Residential Estate

Residential Estate is similar to the Country Residential category except for that it has a gross density not-to-exceed one dwelling unit per two acres. While agricultural uses are encouraged

to remain as long as the owners wish to operate farms, this designation provides an opportunity for the City to allow this area to develop, but maintain a sense of rural character. Before this land use category is implemented in this area, provisions for public sewer and water facilities must be made.

The preservation of the character of these areas should be accomplished through the use of clustering homes to help preserve the visual character but also to preserve larger open space areas for use as active or passive recreation or agriculture. Establishing open space areas which include streams, wetlands, woodlands, floodplains should be given high priority along with establishing greater setbacks from these resources.

The corresponding zoning district is:

- R-2E (Conservation Estate Single-Family Residential) which has a not-to-exceed density of 1.0 dwelling units per two acres. Homes within this District are intended to be served by public sanitary sewer and water facilities. Density bonuses are allowed pursuant to the City's zoning code.

Country Residential

Country Residential encompasses most of the area in the western portion of the City. These areas include various sizes and price ranges of homes with the primary land use being single-family detached homes. The average density of this area is envisioned to be a gross density of one dwelling unit per five acres.

Lot clustering that maintains an overall low density, while preserving substantial open space is encouraged in these areas. Country Residential Communities will be planned to include parks and green space or preserve agricultural land. This will provide amenities to local residents and work toward providing a link with the City's existing parks and recreation system. Developers should incorporate the protection of environmentally sensitive areas, including the floodplain, into the development to create unique neighborhoods while protecting the natural environment.

The corresponding zoning district is:

- R-1/R-2 (Rural Conservation Single-Family Residential) which has a not-to-exceed gross density of 1.0 dwelling unit five acres. Country Residential lots are served by private on-site sewerage disposal systems and private wells. Density bonuses are allowed pursuant to the City's Zoning Code.

There are also a large number of farm operations that exist in this area and the protection and preservation of these uses is integral to this land use. Some on-site sales of products are appropriate including small farm markets, landscape materials, and locally grown food. Artisan farming, flea markets, hobby farming and other activities that promote the continuation of

farming should be encouraged and regulatory barriers prohibiting these activities should be removed. In order to prevent excessive nuisances from occurring as a result from any of these associated farming related commercial activities, they should be regulated in their size, intensity and traffic impacts to prevent the proliferation of Rural Commercial Services in areas not designated as commercial.

Quarry Park Residential

~~Quarry Park Residential encompasses the following addresses and tax key #'s: 20685-20695 W. National Avenue (Tax Key #'s: 1276-999-001, 1276-999-002, 1276-993, & 1279-991). Primary land use being single-family detached homes in a conservation subdivision style setting. The development will consist of no more than 27 conservation subdivision style single-family residential lots on approximately 117 acres. The average density of this area is envisioned to be a gross density of one dwelling unit per approximately 4 acres. Quarry Park Residential encompasses the properties within Quarry Park Subdivision, which is an 18-lot single-family residential conservation subdivision. The density is one dwelling unit per 6.6 acres.~~

~~Lot clustering that maintains an overall low density, while preserving substantial open space is required in this area. Quarry Park Residential will be planned to include green spaces, nature trails, and a dock to service the pond, along with a variety of amenities for the residents. Developer shall incorporate the protection of environmentally sensitive areas, trees stands, and steep slope areas into the development to create a unique neighborhood while protecting the natural environment.~~

~~The lots in the Quarry Park Residential area will be served by a shared private waste treatment system and individual wells. A development agreement shall be required along with appropriate financial sureties, to be evaluated by the City, no more than annually and no less than every 5 years, for adequacy, to ensure for the proper maintenance and permitting of the onsite waste treatment facility in perpetuity.~~

The corresponding zoning district is:

- R-7 (Quarry Park Low-Density Single-Family Residential District) which is intended to provide for no more than 27 single-family residential lots which shall collectively be considered a residential community governed through a homeowners association and which is served by a community wide on-site sewage disposal system and private wells to be maintained solely by the homeowners association and/or the homeowners in the subdivision. A developer agreement shall be in place.

Mixed Use Residential

The Mixed Use Residential designation applies to several areas where more intense business uses meet single-family residential uses. The purpose of Mixed Use Residential is to provide a district for land uses and development that combine characteristics from other districts. There are several land uses that can occur in mixed use areas, including low-density multi-family, senior housing,

duplexes, condominiums, or institutional uses. Development approval for these uses requires a review to determine compatibility with surrounding land uses, particularly the residential neighborhoods.

The corresponding residential zoning districts are:

- ~~The~~ Rd-1 (Two-Family Residential District) is intended to provide for two-family residential development, at densities not to exceed 4.8 dwelling units per net residential acre, served by public sanitary sewer and water facilities.
- ~~The~~ Rm-1 (Multiple-Family Residential District) is intended to provide for multiple-family residential development served by municipal sewer and water facilities at densities not to exceed those established within the Zoning Code. New lands to be placed in the Rm-1 District by rezoning petition shall be located not closer than 120 feet to an existing single-family residential subdivision. Net density calculations shall include the area of land upon which the dwelling units are proposed to be located and including common open space and associated facilities on the tract of land zoned Rm-1, excluding rights-of-way of publicly dedicated streets and private streets.
- ~~The~~ I-1 (Institutional District) is intended to provide areas for public or private institutions or organizations housing social, educational, religious, or governmental activities.
- Zoning Code Section 275-41B(1) provides for elderly housing and assisted-living facilities. The density of an elderly housing development shall not exceed the densities established within the Zoning Code.
- A PUD could be considered when a mix of multi-family and retail/office uses are being proposed in order to accommodate creative site design. PUD's are not to be used for solely single-family residential.

Business Parks / Industrial

Business Parks / Industrial encompass a mixture of office, industrial, retail, commercial and service uses in a development with substantial landscaping and open space to create an attractive image. New industrial and office growth is encouraged to occur in these large developments so traffic impacts on surrounding uses can be minimized & managed and infrastructure can be provided.

The Business Parks / Industrial land use is placed in areas where there will be a minimal impact on residential uses and the natural environment. In addition, Business Parks parcels are generally located near major transportation corridors that can accommodate the truck and automobile traffic generated by such developments.

The corresponding zoning districts are:

- O-1 (Office and Business Service District) is intended to provide for individual or attractive groupings of office and financial service uses in aesthetically pleasing structures on lots with ample open space.

- O-2 (Business Park Development District) is intended to provide for the development of an attractive grouping of buildings limited to light industrial uses, offices, corporate headquarters, and support facilities in a parklike setting. The district is further intended to promote the provision of ample off-street parking and loading areas, open space, and landscape planting screens or buffer yards in areas adjacent to residential areas.
- O-3 (Transitional Office District) is intended to provide for low-intensity uses that serve as a transitional use between residential uses and districts and higher-intensity uses, including office, commercial and industrial uses. The district is also intended to accommodate areas where many residential homes are being converted to nonresidential uses such as business, medical, and professional offices. The O-3 District provides regulations that limit parking in side and rear yards, landscaping, architectural preservation of the existing residential character, and small-scale structures that blend in with the surrounding community while providing necessary services to the citizens of New Berlin.
- M-1 (Light Manufacturing District) is intended to provide for a range of light manufacturing and industrial uses. The M-1 Light Manufacturing District is also intended to provide for manufacturing and industrial development of a more-restrictive nature. The district is further intended to be used where the relative proximity to other uses requires more-restrictive regulation.
- M-2 (General Industrial District) is intended to provide for manufacturing and industrial development of a less-restrictive nature than in the M-1 Light Manufacturing District in areas where the relationship to surrounding land use would create fewer problems of compatibility. This district is further intended to allow, where properly screened, outside storage of vehicles, equipment, machinery, and inventory.
- M-3 (Section 34-35 Business Park Development District) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). Unique to the South Moorland Road Corridor Area, the City plans to establish a new Zoning District, the M-3 Section 34-35 Business Park Development District.
The M-3 Section 34-35 Business Park Development District is intended for light manufacturing, office, retail and business uses. The M-3 Section 34-35 Business Park Development District is also intended to provide a broader mix of allowable uses including retail establishments within Sections 34 and 35 of the City to support both the business and residential development. The District is further intended to promote open space, intense vertical landscape, planting screens, buffer yards and preservation of existing environmental features (trees, wetlands, floodplain, rock outcroppings, steep slopes and viewsheds). Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

~~Per Zoning Code Section 275-13.1(H)(4), "Along the South Moorland Road Corridor / Sections 34 and 35 area, transitional provisions will apply as noted in the map (Zoning Code Figure I-1). As properties within this area are developed, they shall be rezoned per that map."~~

City Center – Mixed Use



The City Center designation recognizes the substantial planning and investment being made in the commercial core at National Avenue, immediately east of Moorland Road. While the City Center is a part of the suburban business center corridor, the unique qualities desired by the City for this area merit special attention. The pedestrian orientation, distinctive streetscape, and the mixture of uses create the potential for this to become a unique area of the city. There are several land uses that can occur within the mixed use areas, including single-family residential, duplex residential, condominiums, townhomes, apartments, office, commercial, and institutional. Development approval for all of these uses requires a review to determine compatibility with surrounding land uses, particularly the adjacent residential neighborhoods.

Refer to the City Center PUD Ordinance #2526 and associated zoning map for a list of appropriate uses for this area.

City Center – Single-Family

The City-Center – Single-Family designation reflects the modern form of the residential subdivision with lots ranging in size from one to four dwelling units per acre, depending on underlying zoning and surrounding development patterns. While these communities may include various sizes and price ranges of homes, the primary land use is single-family detached homes. Attached single-family housing may be considered as a transitional use between lower density residential uses and non-residential development and highway corridors.

The corresponding zoning district is:

- R-4.5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 2.9 dwelling units per net residential acre, served by public sanitary sewer and water facilities.

Suburban Commercial

Suburban Commercial areas include the commercial areas of New Berlin primarily along National Avenue east of Calhoun Road. While these areas focus on retail sales and personal services, some office space and low-density multi-family housing is intermixed only when commercial development is incorporated on the first floor and residential is planned above. Net density not to exceed those established within Zoning Code Section 275-33(8): Rm-1, Multiple Family Residential District and Section 275-41B(1): Elderly housing and assisted-living facilities. The geographic boundaries of Suburban Commercial areas should be controlled to limit expansion of commercial development and the increasing number of vacant buildings, and at the same time provide flexibility to accommodate changes in the market.

Developers will be encouraged to establish creative commercial centers that do not place emphasis on the parking areas, but on the commercial uses themselves. This can be accomplished by placing some parking to the side or behind buildings and utilizing internal landscaping throughout the parking areas. Signage and lighting should be placed and designed to ensure visibility without being excessive.

Unique to the intersection located at the southeast corner of Moorland Road and Greenfield Avenue, the City has established parameters for planning of this area in order to ensure that it develops uniformly. Chapter 11: Neighborhood A - Greenfield Avenue lays out specific policies to help ensure the cohesive development. This area is intended for retail and commercial uses located on the corner then transitioning to the south to allow for commercial retail and/or office on the first floor with residential integrated above. The far southern end of the parcel could be developed as low-density multi-family residential as defined above in this section.

The corresponding zoning districts are:

- B-1 (Shopping Center District) is intended to provide for neighborhood and community shopping centers with groupings of retail and customer service establishments to serve both the citizens of New Berlin, the surrounding region, and businesses. Hotels and regional uses are also appropriate in this district when planned appropriately in relation to traffic and landscaping. This district is intended to accommodate the requirement of on-site parking and loading facilities; landscape planting screens in areas adjacent to nonbusiness development or other incompatible uses; and a partially pedestrian-oriented shopping environment. Uses in this district are intended to be compatible with the character of the adjacent residential areas served.
- B-2 (General Retail Sales and Service District) is intended to accommodate a broad range of retail sales and service uses. The district is also intended to provide for the orderly and attractive development and grouping in appropriate and convenient locations for small-lot business activities of a general nature. The district is further intended to promote the provision of ample off-street parking and loading areas; landscape planting screens in areas adjacent to nonbusiness development or other incompatible uses; and development in character with the adjacent land uses.

Rural Commercial

Rural Commercial areas should maintain the “rural theme” in designing retail-oriented developments that include farm implement sales, produce markets, feed and seed stores, etc. to help support the agricultural environment but, may also include small-scale office-oriented uses. In addition, convenience retail uses may be appropriate in these areas to serve the day-to-day needs of residents, thus minimizing the necessity of driving for convenience goods.

Rural Commercial should be located primarily along National Avenue west of Calhoun Road. These uses should be located in enclosed structures. Where outdoor storage and sales are necessary, they should be located in the side or rear yards. Landscaping and screening should be used to minimize the transition from agricultural and rural residential uses to these commercial developments. Lighting should be carefully evaluated. Rural commercial architectural design standards should be adhered to. The Rural Commercial Design Guide shall be used to aid development. As properties apply for rezoning requests in these areas, the B-3 and B-5 Districts shall be considered to be more suitable than the B-2 District.

The corresponding zoning districts are:

- B-2 (General Retail Sales and Service) which is intended to accommodate a broad range of retail sales and service uses and provide for orderly and attractive development and grouping in appropriate and convenient locations for small lot business activities of a general nature. The minimum lot size for this district is 40,000 square feet.
- B-3 (General Bulk Sales) which is intended to accommodate the needs of the agricultural community for the western portion of the community without detracting from the character of the area. This district allows for outdoor storage, outdoor sales and automotive sales, service and repair. The minimum lot size for this district is 3 acres.
- B-5 (Rural Commercial District) which is intended to accommodate the needs of the agricultural community with a range of retail sales and service uses. The uses of these areas are intended to provide convenience for farms and the growing residential uses in the western area. The minimum lot size for this district is 40,000 square feet.

Institutional

Institutional uses encompass the main City Government facilities around City Hall, as well as schools, churches, and other nonprofits. Regarding church uses, these institutions have been classified into two types: Neighborhood Scale and Community Scale. Neighborhood scale churches are defined as a place of gathering for religious observance, ministry, and fellowship & related social events and may include classrooms for periodic religious instruction, kitchen, meeting area principally for members and administrative offices. These facilities are identified as those with a total building footprint of less than 14,999 square feet. Community scale churches are defined as a place of gathering for religious observance, ministry, and fellowship & related social events and may include classrooms for periodic religious instruction, and administrative offices. These facilities are identified as those with a total building footprint greater than 15,000 square feet or which have accessory uses, which include, but are not limited to uses such as banquet facilities, day school, day care facilities, retail stores, restaurant, workout centers / club, gymnasium, health care facilities, assisted living facilities, library, and café.

Parks

The City wishes to acquire and maintain parks and open space that are consistent with the adopted park and open space plans to encourage private preservation of open space and environmental areas, and to encourage the use of creative development alternatives (i.e. Conservation subdivisions to create neighborhood open space). ~~The short term actions are listed in Chapter 9: Community Facilities.~~

The corresponding zoning districts are:

- P-1 (Park and Recreation District) is intended to provide areas where open space and outdoor recreational needs of the citizens can be met without the undue disturbance of

natural resources and adjacent uses. When applied to privately owned recreational lands, this district is intended to avoid the conversion of such lands to other urban uses without adequate public review and approval. The district should be used for areas designated as parks in the adopted New Berlin Comprehensive Plan.

- P-2 (Section 35 Park Complex District) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). Unique to the South Moorland Road Corridor Area, the City plans to establish a new Zoning District, the P-2 Section 35 Park Complex District. The P-2 Section 35 Park Complex District is intended to provide an area for a regional amenity that would provide tournament, practice and game space for baseball, softball and/or soccer. The District will also incorporate neighborhood park elements for neighboring residents. The complex will provide a buffer between the residential and business park land uses and may be expanded to create additional meaningful passive recreational opportunities and utilize the City's utility easement / public trail to create more of a linear parkway. Uses may include, but are not limited to, passive recreational trails, fishing ponds, winter sports activities, snowshoeing, cross country skiing, sledding, nature trails, bird watching and interpretive exercise trails. Per Zoning Code Section §275-13.1 (H) (4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

Per Zoning Code Section 275-13.1 (H) (4), "Along the South Moorland Road Corridor / Sections 34 and 35 area, transitional provisions will apply as noted in the map (Zoning Code Figure I-1). As properties within this area are developed, they shall be rezoned per that map."

In addition, the City's Park and Open Space Plan identifies a need for a City wide Youth Sports Complex. Specifically the Plan states, "at present, the City of New Berlin lacks a youth sports complex which typically incorporates outdoor athletic fields. A sports complex has the potential to enhance quality of life and community image, and promote the City's role as a regional center for sports tourism and recreation. Sports complexes are commonly funded through public-private partnerships." The Plan further states the development of new parks should, "include action plan related to acquisition and development of community youth sports complex, i.e. Pursue the planning, acquisition, and development of a community park with athletic fields to meet the needs of the youth sports organizations."

Where appropriate the facility will provide for active sports complexes to accommodate a mixture of athletic uses. Some active uses might include soccer, baseball/softball fields, basketball, playground and picnic area with shelter. Winter sports options should also be explored such as sledding, ice skating, cross country skiing, and snowshoeing along the City's trail easement. Some passive uses might include trails for hiking and walking and fishing.

The Park Plan states that in Section 35, "efforts to preserve, protect, and promote passive use (trails) of the C-1 and C-2 Conservancy areas is desired, as well as a pathway system to provide

the neighborhood and community with safe access to school, park and residential development, and enjoyment of the natural environment."

In addition, the City's Park and Open Space Plan identifies the need to acquire additional Community Parkland to account for the City's land area and population growth. Such Community Parkland shall incorporate an active park complex to address the City's need for additional ball fields and courts, as outlined in the Park and Open Space Plan, as well as passive park uses year-round. Linear parkways, which preserve open space, and provide connectivity within this area should be developed. The linear parkways could be integrated with the floodplain and creek areas.

Quarry

Quarries involve the mining and processing of minerals. They typically include both underground and surface mining activities. While they are typically located in rural areas, they can also create substantial land use impacts. A few of these quarry properties are actively being mined for non-metallic mineral resources (i.e. sand & gravel). As such, they are required to have a City approved Reclamation Plan pursuant to NR 135 and the City's zoning ordinance. The Reclamation Plan is required to identify post-mining land uses in addition to the "means & methods" for reclaiming the site. During the planning horizon for this Plan, it is anticipated that two of these quarries will transition and be reclaimed into their approved post-mining land uses. Specifically, the New Valley Sand & Gravel Quarry (identified in Neighborhood "J" has been identified as a future business park and the Kohler Pit has the following approved post-mining land uses – rural commercial, agriculture and aquaculture (both in recreational & commercial formats). Kohler Ridge Subdivision was approved by the Common Council in, 2016. The subdivision encompasses a portion of the former Kohler Sand & Gravel Mine and resulted in the complete restoration of approximately 65 acres of formerly mined land.

Conservancy Areas

C-1 Upland Resource Conservancy Zoning

The purpose of this district is to prevent the destruction of valuable natural and man-made resources and, in particular, woodlands, wetlands, wildlife habitat areas, perennial and intermittent streams, major lakes, floodlands and shorelands, significant water recharge and discharge areas, prairies, recreational and scenic areas, natural scientific areas, areas with poor soils or high groundwater, and areas of steep slopes, including primary environmental corridor, secondary environmental corridor and isolated natural resource areas. It should be noted that the City has established a new policy that states no "new" lands should be placed into this category and rather the use of "conservation easements" shall become the norm for preserving and protecting these natural resource assets.

C-2 Shoreland-Wetland Conservancy Zoning

The purpose of this district is to preserve, protect, and enhance the ponds, streams, and wetland areas of the City. The preservation, protection, and enhancement of these areas will serve to maintain safe and healthful conditions; maintain and improve water quality, both ground and

surface; prevent flood damage; control stormwater runoff; protect stream banks from erosion; protect groundwater recharge and discharge areas; protect wildlife habitat; protect native plant communities; avoid the location of structures on soils which are generally not suitable for use; and protect the water-based recreation resources of the City.

C-3 Permanent Open Space/Conservation Zoning

The Permanent Open Space/Conservation Lands District is intended to serve as a preservation district to maintain lands that have been permanently designated as open space or conservation lands. This District serves as a more definitive designation of open space and conservation lands as an alternative to deed restrictions and easements. This District should be utilized for developments where potential development densities have been transferred to another area of the property or to another site within New Berlin; developments that will have open space permanently preserved; and other similar conservation and preservation practices that will contribute to the unique character of New Berlin.

Environmental Corridors

Environmental Corridors are shown on the City's Map of Potential Conservation Lands. The City clearly recognizes the importance of these natural resource assets and will continue to use "conservation easements" for their protection. The City will also continue to follow SEWRPC guidelines for preserving, protecting and managing development within these corridor areas. See Appendix J for SEWRPC's publication entitled "Environmental Corridors – Lifelines of the Natural Resource Base". The City will continue to use SEWRPC's Environmental Corridor Maps as a resource as amended.

Map of Potential Conservation Areas

The Map of Potential Conservation Lands for the City of New Berlin consists of wetlands; woodlands; Butler's Garter Snake habitat; Water; Slope; environmental corridors; and scenic vistas. This map should be used as a resource in addition to, but not limited to, other maps such as the future land use, zoning and FEMA FIRM maps for all land use decisions. These environmental features should be incorporated into all development proposals, as applicable.

LAND USE PLANNING IN WAUKESHA COUNTY

Under Wisconsin State Statutes, counties are required to incorporate into the county development plan all master plans that have been duly adopted by incorporated cities and villages under the State of Wisconsin City Planning Enabling Act. However, the Statutes do not provide direction as to resolving conflicts between county adopted land use objectives and local master plans. To address this issue, the Waukesha County Comprehensive Plan Advisory Committee determined specific approaches to be implemented during the County Plan process. The following County approaches are those which apply directly to New Berlin's Comprehensive Plan:

- All duly adopted local land use plans, whether prepared by incorporated cities and villages or by towns, would be reviewed for consistency with the County development objectives and standards approved by the Advisory Committee, as presented in Chapter 2 of this Plan. All inconsistencies would be identified and described.
- Municipalities will prepare preliminary land use plans in a manner consistent with the Advisory Committee approved development objectives and standards. Following review of local land use plans, inconsistencies with the development objectives were identified for the municipalities and adjustments were requested.
- The compiled preliminary County land use plan would be provided to all cities, villages, and towns in the County for review and comment.

Resulting from these approaches is the County land use element provided in the Waukesha County Comprehensive Plan. Due to the fact that the County is required to incorporate local master plans into its overall plan, New Berlin residents and property owners should first look to its own Comprehensive Plan for guiding objectives and policies. The Waukesha County Plan shall serve as a seamless overview of planning efforts county-wide.

LAND USE PLANNING IN THE REGION

The regional land use plan sets forth the fundamental concepts that are recommended to guide the development of the seven-county southeastern Wisconsin region. The most recent version of the plan, entitled "SEWRPC Planning Report No. 55: A Regional Land Use Plan and Transportation Plan for Southeastern Wisconsin: 2050, was adopted by SEWRPC in July 2016. This plan is intended to guide land use development and redevelopment through the year 2050.

Vision 2050 replaces the Vision 2035 plans. It should be noted that the SEWRPC plans are advisory only. Refer to the SEWRPC VISION 2050 plan for the most updated information related to their regional planning efforts and recommendations. The report is available on the SEWRPC website www.sewrpc.org.

CHAPTER 19:

NEIGHBORHOOD I

NATIONAL AVENUE WEST

Revisions approved by Council on ~~7/26/2016 via Ordinance # 2569.~~ ~~Revisions approved by Council on 11/15/2016 via Ordinance #2579.~~ 9/26/2023 via Ordinance # 2676.

The National Avenue West neighborhood is generally bounded by National Avenue to the west, the northern boundary of Mill Valley and College Avenue to the south, and the Westridge Business Park to the east (Figure 19.1).

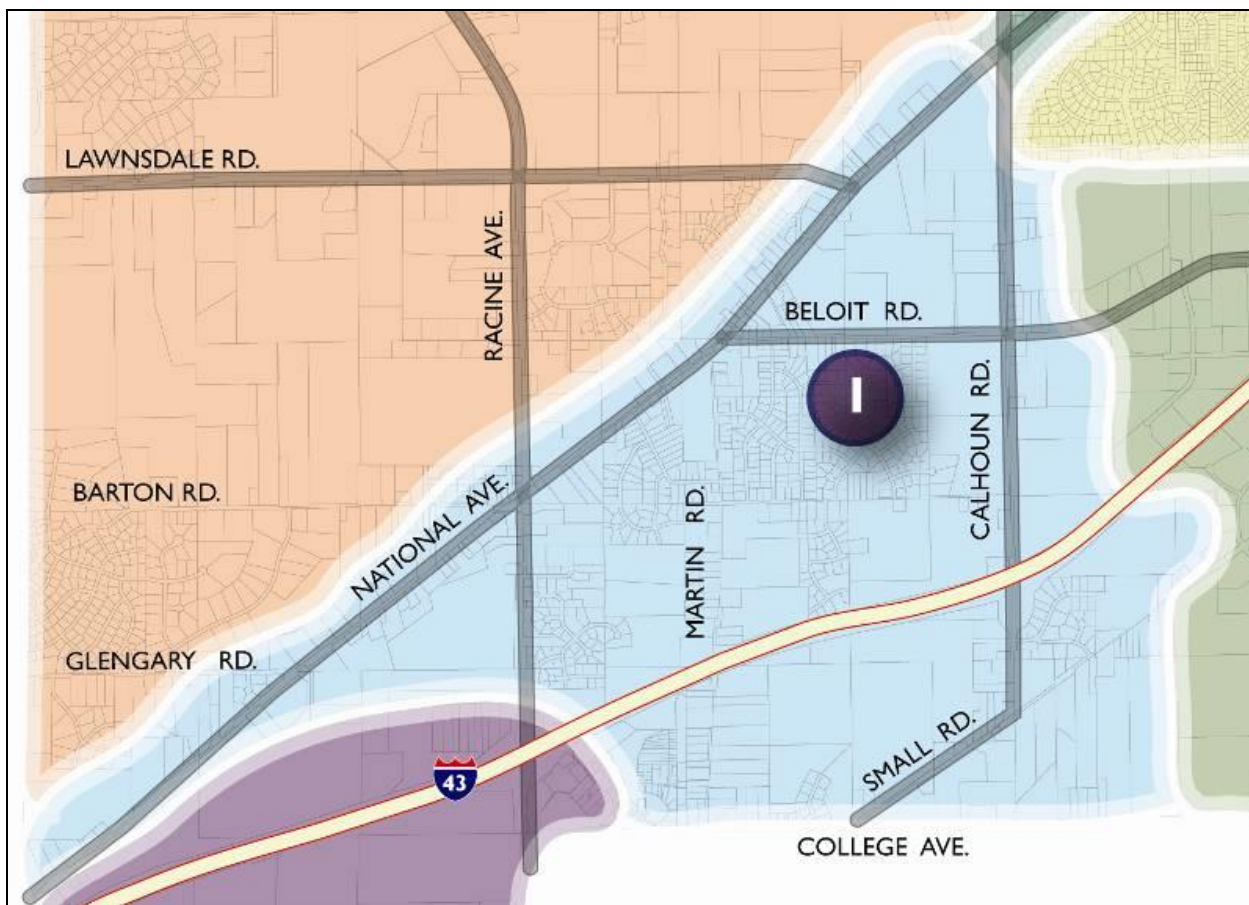


Figure 19.1. Neighborhood I Context Map.

The area primarily includes agricultural land, undeveloped land, and residential subdivisions. The neighborhood is not served by sanitary sewer with the exception of the Linnie Lac area, which receives this service through an intermunicipal agreement with Muskego. Aside from Linnie Lac, only a small portion of the neighborhood is anticipated to be served by sanitary sewer through

the New Berlin Urban Service Area Boundary. Current zoning regulations permit a maximum of one dwelling unit per five acres. The occasional large lot subdivision is served by private on-site wastewater treatment systems (POWTS). There are many environmentally sensitive areas distributed throughout the neighborhood. The area is valuable to both the City and the region as an aquifer recharge area.

There is a strong consensus in the community that the rural character of the area is important to the overall image and character of the City. There is a desire to balance the preservation of the rural and environmental character with the need to maintain adequate property values for area landowners. In addition, access and mobility to and through the area (trails and paths) will require careful planning in conjunction with area property owners.

National Avenue is primarily a rural commercial arterial in Neighborhood I (Figure 19.2). The remainder of the corridor is a non-cohesive mix of residential and small-scale commercial uses. It is the home of Prospect Hill, an historic commercial district, and a small business cluster at Beloit Road and National Avenue. As one of the highest points in New Berlin, the Prospect Hill area offers some of the best vistas in the City. Recent changes to the intersection by the Waukesha County Department of Transportation may greatly alter the character and function of the Prospect Hill area. In addition, the major assemblage of property immediately west of Calhoun Road can set the image for the National Avenue West area.



Figure 19.2. National Avenue Corridor.

PUBLIC INPUT

Initial Neighborhood Meeting

On September 24, 2008, residents and property owners in Neighborhood I met to learn about the comprehensive planning process and to complete an image preference survey. For the survey, attendees were instructed to rate individual images based on two factors: 1) whether or not the use was desirable for their neighborhood, and 2) whether or not they liked the overall image. Prompts were provided with each image, e.g. "setback", "building character", etc., that helped to focus the rating for each image. Forty-three attendees completed the image preference survey. Additional information regarding these surveys is provided in Figure 19.3.

New Berlin Comprehensive Plan Update

DESIGN PREFERENCE SURVEY

BACKGROUND INFORMATION - Neighborhood I (42)

1. **WHAT IS YOUR GENDER?**
 - ☐ FEMALE = 33.3%
 - ☐ MALE = 66.7%
2. **HOW MANY PEOPLE LIVE IN YOUR HOUSEHOLD ON A REGULAR BASIS?**
 - ☐ 1 = 9.7%
 - ☐ 2-3 = 68.2%
 - ☐ 4-5 = 16.6%
 - ☐ 6 OR MORE = 5.5%
3. **OF THOSE LIVING IN YOUR HOUSEHOLD, HOW MANY ARE CHILDREN (UNDER THE AGE OF 18 YEARS OLD)?**
 - ☐ 0 = 71.4%
 - ☐ 1-2 = 21.4%
 - ☐ 3-5 = 4.7%
 - ☐ 6 OR MORE = 2.5%
4. **WHAT IS YOUR AGE?**
 - ☐ UNDER 18 YEARS OLD
 - ☐ 18-24 YEARS OLD
 - ☐ 25-34 YEARS OLD = 2.3%
 - ☐ 35-44 YEARS OLD = 26.1%
 - ☐ 45-54 YEARS OLD = 11.9%
 - ☐ 55-64 YEARS OLD = 9.5%
 - ☐ 65 YEARS OR OLDER = 26.1%
5. **HOW LONG HAVE YOU LIVED IN NEW BERLIN?**
 - ☐ LESS THAN A YEAR = 2.3%
 - ☐ 2-3 YEARS
 - ☐ 3-5 YEARS
 - ☐ 6-10 YEARS = 7.1%
 - ☐ 11-20 YEARS = 16.6%
 - ☐ MORE THAN 20 YEARS = 64.2%
 - ☐ DO NOT LIVE IN NEW BERLIN = 9.5%
6. **WHAT TYPE OF RESIDENTIAL BUILDING DO YOU LIVE IN?**
 - ☐ SINGLE FAMILY = 97.5%
 - ☐ DUPLEX = 2.5%
 - ☐ MULTI-FAMILY (MORE THAN 2 UNITS)
 - ☐ CONDOMINIUM
 - ☐ MOBILE HOME
 - ☐ ELDERLY HOUSING
 - ☐ OTHER (PLEASE SPECIFY)
7. **DO YOU OWN OR RENT YOUR HOME?**
 - ☐ OWN = 100.0%
 - ☐ RENT
 - ☐ OTHER (PLEASE SPECIFY)
8. **WHERE DO YOU LIVE IN NEW BERLIN? (USE MAP ON BACK OF THIS PAGE)**
 - ☐ AREA A
 - ☐ AREA B
 - ☐ AREA C
 - ☐ AREA D
 - ☐ AREA E
 - ☐ AREA F
 - ☐ AREA G
 - ☐ AREA H
 - ☐ AREA I
 - ☐ AREA J
9. **DO YOU WORK IN NEW BERLIN?**
 - ☐ YES = 28.6%
 - ☐ NO = 71.4%
10. **PLEASE WRITE AN "X" TO INDICATE THE TYPES AND NUMBER OF PROPERTIES YOU OWN IN NEW BERLIN:**

	1 property	2-3 properties	4 or more properties	I do not own this type of property
Residential	32		1	
Commercial			1	
Industrial				
Other			1	

Figure 19.3. Background Information Summary of Neighborhood I Listening Session Survey Respondents.

Attendees were to rate the images only for their neighborhood, not the entire City. After the survey, attendees had an opportunity to discuss what uses they would like to see in New Berlin as a whole. The highest-rated images for each of the following two categories are shown throughout this chapter. These are the categories where the average score was positive, indicating support for these land uses.

- Road Design -- Desired characteristics included landscaped roads, on-road bike paths, and rural road sections with no curb.
- Open Space -- Preferred characteristics were the agricultural and natural open spaces and views, active recreation, and trails and paths.

Attendees also rated images for the following five categories. The average scores were negative, indicating limited support for these land uses.

- Commercial Retail
- Business Office / Light Industrial
- Multi-family Housing
- Parking
- Commercial Signage

Subsequent discussion during the Neighborhood Meeting supported that these uses were not desirable as new uses in the neighborhood. Appendix K provides the full summary of highest-rated and lowest-rated images for the neighborhood.

Neighborhood Review Meeting

Neighborhood I reconvened on March 4, 2009 to review the results of the survey and future land use recommendations. Attendees supported continued low-density residential for within Neighborhood I. Some wanted to see the southwest corner of Calhoun Road and National Avenue be developed as a commercial use, but due to site and access restrictions, country residential was confirmed as the most appropriate land use for the site.

Questions arose regarding the permitted size of developments in areas designated as rural commercial. Attendees wanted to ensure that businesses along National Avenue could not be torn down and consolidated into one larger development.

Discussions also focused on the long-term future land use category of agriculture. Attendees were split on this issue. Some felt that the City should encourage continued agricultural uses without limiting parcels currently zoned A-1 to only agricultural uses. Others wished to see the City require that parcels currently zoned A-1 be designated as "Agriculture" on the Future Land Use map.

Attendees conversed with City staff about the property owned by the New Berlin School District on the east side of Martin Road. Considerations included whether the Institutional designation

would still be appropriate if the School District chose to sell the land. Country Residential was recommended as the adequate designation for the land based on surrounding land uses.

The National Avenue and Racine Avenue intersection was raised as a concern among attendees. Several attendees wished to see pedestrian connections, bike paths, sidepaths, and active uses at the intersection. City staff explained the limitations of municipal planning efforts near County highway areas.

2020 Update – Ethic Indoor Sports Facility

On January 30, 2018, residents and property owners in Neighborhood I met to discuss potential uses on the former Prospect Hill School site. A concept plan for self-storage and small business centers was shown and surrounding neighbors and residents were able to provide feedback and ask questions. One of the primary concerns that neighbors expressed, was regarding the ability to maintain the rural environment on the west side of the City. Neighbors were also concerned about the potential for negative impacts associated with development.

Neighborhood I reconvened on January 24, 2019 to discuss another potential development on a parcel adjacent to the school. Neighbors voiced concerns regarding the potential environmental impact to the surrounding area. However, when discussing various potential uses, neighbors seemed to favor agricultural uses as opposed to retail or light industrial.

Residents in Neighborhood I were invited to a neighborhood meeting on February 4, 2020 to discuss a potential redevelopment on the for Prospect Hills School site. Attendees were able to review concept plans for an indoor sports facility. A public hearing was held on June 1, 2020 to rezone the property from I-1 to I-1 PUD. The Plan Commission recommend approval on July 21, 2020 for the Ethic Indoor Sports Facility PUD and Ordinance # 2633 was approved by the Common Council on August 6, 2020.

Additional parking for this facility was proposed in 2022 for the adjacent parcel. A joint public hearing was held on June 6, 2022 to rezone the property from R-1/R-2 to I-1 PUD and to amend the Future Land Use Map from Single Family Residential to Institutional. The Plan Commission recommend approval on June 6, 2022 for an amendment to the Ethic Indoor Sports Facility PUD and Ordinance # 2661 was approved by the Common Council on June 14, 2022.

2023 Update – Reno / Potter

A joint public hearing was held on September 25, 2023 to rezone the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3 and to amend the Future Land Use Map from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential. The Plan Commission recommend approval for both requests on September 25, 2023. Ordinance # 2677 (Rezoning) and Ordinance # 2676 (Comprehensive Plan Amendment) was approved by the Common Council on September 26, 2023.

VISION

West Side Open Space

The National Avenue West area, like the Western Area neighborhood (Neighborhood B), should be a regional model of rural development. Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood oriented retail. Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.

The area on the border of Neighborhood H and Neighborhood I, along Small Road and College Avenue, has a Future Land Use designation of Business Park/Industrial. It is anticipated that these properties will be incorporated into the Westridge/Moorland East Business Park at the time of their development.

National Avenue Corridor West

National Avenue is a scenic rural corridor, with rural-oriented commercial uses located at specific nodes. These nodes include Prospect Hill, and the intersection of Beloit Road and National Avenue.

DEVELOPMENT POLICIES

West Side Open Space

1. While agricultural uses are encouraged to remain, it is recognized that the area may continue to develop as conservation residential developments. Residential uses will be permitted and accommodated pursuant to policies outlined in the Zoning and Development codes. As agricultural lands transition to residential developments, the subdivision design should attempt to incorporate farming and agriculture uses as viable open space options.
2. Areas that are environmentally sensitive as wetlands and recharge areas should be established as priority areas for open space preservation.
3. The allowable base density, before incentives or bonuses, is one dwelling unit per five acres for new developments, with a requirement that an applicant demonstrate the capability of providing Private On-site Wastewater Treatment Systems (POWTS) that satisfy County and State regulations. Applicants should refer to the City Zoning and Development Code for regulations relating to this standard.
4. While it is recognized that State regulations for POWTS may change, it is the policy of the City of New Berlin that these possible changes do not affect this maximum allowable density.
5. Explore and implement amenities that are consistent with a rural theme, such as equestrian facilities, trails, bed and breakfasts, nature preserves, parks, and others.

6. The parcels near the border of Neighborhood H and Neighborhood I, along Small Road and College Avenue, that have a Future Land Use designation of Business Park/Industrial are anticipated to be incorporated into the Westridge/Moorland East Business Park at the time of their development.

National Avenue Corridor West

1. Encourage rural commercial land uses in the Prospect Hill area, and at the intersection of Beloit Road and National Avenue. Some examples of rural commercial uses are commercial nurseries, feed and seed stores, farmers markets, farm implement sales and supply stores, antique stores, and small-scale grocery stores serving residents of western New Berlin.
2. Identify scenic corridors and views, and encourage their protection.
3. 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.
4. Reinforce the historic village nature of Prospect Hill. Promote the preservation and renovation of historic buildings in the area. Require new construction and modifications of existing buildings to be accomplished in such a way as to respect the historic character of the area.

AGRICULTURAL AND CULTURAL RESOURCES

Agricultural lands exist in the western half of the City that contribute to the rural and natural character of the community. Agricultural lands are encouraged to continue as a permitted use. These lands are transitional and should include unique farming opportunities for area landowners. Local food production, artisan farming, and hobby farming are encouraged as ways to maintain farmland in the City.

The New Berlin Landmarks Commission and the City jointly identified and mapped a series of cultural landmarks within the City, seventeen of which are located within Neighborhood I:

- A. E. Gilbert Cream City Brick Mansion, c. 1897
- Cheney-Faulkner-Cooper House, c. 1840s
- Collection of Arrowheads found by Lee Faulkner
- Creamery (now Mustang Shelley's), c. 1890
- Cupola Tower, c. 1920
- Dr. John Livingston Ingersoll House, c. 1858
- Elger's Store (now Chappel Sports), c. 1900
- Former Site of the Round Barn, c. 1898
- Freewill Baptist Church, c. 1859 (also on the National Register of Historic Places)
- Hales Mill Pond (Linnie Lac), c. 1836. First dam and first sawmill in Waukesha County
- Julius Heil House, c. 1880
- Linnie Lac Dam and Lake Site, c. 1836

- Native American Artifacts found on former Mayor Earl Rathke's farm (near Linnie Lac Lake)
- New Berlin Centre Cemetery, c. 1841
- Peck's Dance Hall and Saloon, c. 1871
- Theodora Winton Youman's Birthplace (house moved to the Historic Park in 2001)
- Weston Antique Orchards, c. 1860 (also on the National Register of Historic Places)
- New Berlin Center Cemetery – designated November 21, 2013
- Foster/Giesfeldt Home – designated December 18, 2014

Many of these landmarks are located within the Prospect Hill Settlement, which contains a concentrated number of historic landmarks. Some of the landmarks were moved from other areas of the City. In addition to the designated landmarks in Neighborhood I, four historic districts have also been identified by the City:

- East Prospect, located along National Avenue near Beloit and Martin Roads,
- Linnie Lac Mill District, located south of Interstate 43 east of Racine Avenue,
- New Berlin Center, located along National Avenue from Lawnsdale Road on the west into Neighborhood E on the east,
- Prospect Hill Settlement, located around the National and Racine Avenue intersection.

Refer to Chapter 4 for the City-wide New Berlin Landmarks map.

The Prospect Hill Historic District has become a notable area for historic landmarks within the City of New Berlin. The District has the potential to draw even more visitors to New Berlin than it does currently. As City staff and the New Berlin Landmarks Commission work to strengthen the recognition for historic areas in the City, focus should be placed on encouraging rural commercial activities within the Prospect Hill Historic District and marketing the District to visitors. These cultural resources should be translated into economic development opportunities.

Survey Results: Open Space

Figures 19.4 through 19.6 illustrate the three highest-rated images for open space in Neighborhood I. Preferred characteristics were the agricultural and natural open spaces and views, active recreation, and trails and paths.



Figure 19.4. Highest-Rated Image for Open Space.



Figure 19.5. Second Highest-Rated Image for Open Space.



Figure 19.6. Third Highest-Rated Image for Open Space.

NATURAL RESOURCES

Neighborhood I is primarily Country Residential land use with some areas of Suburban Residential. In addition, potential soil limitations exist that should be considered when reviewing plans for redevelopment in the neighborhood (Figure 19.8).

Sensitive features include streams, floodplains, and environmental corridors located in the neighborhood.

Throughout future residential development areas in this neighborhood, there should be sufficient space to incorporate a combination of Best Management Practices (BMPs) that work together as a Stormwater Treatment Train™ to remove pollutants and reduce the quantity and velocity of stormwater runoff. See Figure 19.9Z for a diagram of BMP locations.



Figure 19.9Z. Best Management Practices Map for Neighborhood I.
Source: Applied Ecological Services, Inc.

Recommendations

The recommendations listed below correspond with the numbers and symbols shown on the map in Figure 19.9Z:

1. Vegetated swales are effective in filtering pollutants and reducing stormwater runoff velocity, in direct contrast to piped storm sewer conveyances. They can be implemented in rear yard swales, parks and common areas to treat and transfer surface runoff to stormwater management systems. They also reduce maintenance costs for these common areas. Vegetated swales can be flatter than typical turf grass swales to increase residence time and to promote infiltration and evapotranspiration. This increases the spacing of catch basins or can eliminate the need for piped storm sewer conveyance in new construction.
2. Bio-filter infiltration basins can be provided as an alternative to detention basins in the central and western portion of the neighborhood to promote infiltration and groundwater recharge.
3. This number is reserved for recessed parking and cul-de-sac islands, which are not recommended for specific locations in the neighborhood. Should property owners in the neighborhood propose to install recessed parking lot and cul-de-sac islands, the appropriateness of such basins should be determined based on property characteristics.
4. Stream banks along Calhoun Creek should be inspected for areas that need to be stabilized to prevent further soil erosion. In conjunction with the above-mentioned BMPs, stream bank stabilization will improve aquatic wildlife, improve groundwater quality, and reduce flooding.
5. To reduce the velocity and quantity of stormwater runoff from individual lots, rain gardens can be implemented. This will be feasible since Country Residential lots will tend to be larger in size. Rain gardens are localized infiltration basins that provide a means for stormwater runoff to cool, infiltrate and recharge the groundwater.
6. Throughout the parks and the undeveloped areas planned for Country Residential, there are opportunities to implement prairie to serve as a filter of surface water runoff as well as reduce maintenance in common areas. There may also be the opportunities to provide infiltration basins to encourage groundwater recharge, particularly in areas with pervious soils.

EXISTING TRANSPORTATION SYSTEM

The existing transportation system in Neighborhood I is comprised of a roadway network and bicycle/pedestrian facilities.

Roadway Network

New Berlin classifies its roads under the following functional classification: principal arterials, primary arterial, standard arterials, collectors and local streets. The roadways in Neighborhood I are comprised of principal arterials, primary arterials, standard arterials, collectors and local streets as listed below:

Principal Arterials accommodate inter-community traffic moving through New Berlin to another community or destination outside New Berlin. They tend to be highways or freeways carrying more traffic on more lanes at higher speeds than other streets. Access to and from principal arterial in the Milwaukee area is generally limited to primary arterials at controlled interchanges.

New Berlin has one principal arterial, which is IH-43 with two access points. One East of Neighborhood I at Moorland Road (CTH O) and one west of Neighborhood I at Racine Avenue (CTH Y). IH-43 is a high-speed freeway connecting the Milwaukee Metropolitan area with the City of Beloit.

Primary Arterials accommodate inter-community and intra-community trips and traffic. Design speeds tend to be between 35 and 55 miles per hour. Access is not limited as in principal arterials. The primary arterials in Neighborhood I are summarized below.

- Beloit Road (CTH I) – two travel lanes
- Racine Avenue (CTH Y) – varies between two and four travel lanes
- National Avenue (CTH ES) – two travel lanes
- College Avenue (CTH HH) – two travel lanes

Standard Arterials accommodate inter-community and intra-community traffic. They operate at slightly lower speeds than principal and primary arterials. Standard arterials provide more connections with individual parcels of land comprised of residential and commercial uses. The standard arterials in Neighborhood I are summarized below.

- Calhoun Road – two travel lanes
- Small Road (West of Moorland) – two travel lanes

Collectors provide the connection between arterials and local streets and serve both local and through traffic in residential neighborhoods, commercial areas and industrial areas. They distribute trips from the primary and standard arterials to the local streets and they collect traffic from the local streets and channel it onto the arterial system. Collectors should be designed to accommodate a balance of through traffic and access to adjacent residences, businesses and industry. The collectors in Neighborhood I are summarized below.

- Barton Road – two travel lanes
- Glengarry Road – two travel lanes
- Martin Road – two travel lanes
- Beres Road – two travel lanes

Local Streets comprise all land access streets designed to serve local traffic that is not part of the higher classified street network. In New Berlin, this includes streets serving residential, commercial and industrial areas. Local streets operate at the lowest posted speed limits and provide the most direct access to individual parcels of land.

Bicycle & Pedestrian Facilities

In Neighborhood I, an on-road bicycle facility is provided on National Avenue (CTH ES) between Calhoun Road and the western City limits. East of Calhoun Road, an off-road facility is provided adjacent to National Avenue.

Off-road recreational trails are provided through Calhoun Park in Neighborhood I. These trails are maintained by the City.

Public Transit

Currently, the local transit systems (MCTS, WMT and WCTS) do not provide bus service within Neighborhood I.

School busing is provided for the public, private and parochial schools in the City.

FUTURE TRANSPORTATION SYSTEM

Survey Results: Road Design

Figures 19.108 through 19.1210 illustrate the three highest-rated images for road design in Neighborhood I. Desired characteristics included landscaped roads, on-road bike paths, and rural road sections with no curb.



Figure 19.108. Highest-Rated Image for Road Design.



Figure 19.112. Second Highest-Rated Image for Road Design.



Figure 19.1210. Third Highest-Rated Image for Road Design.

Roadway Network

In Neighborhood I, the SEWRPC Year ~~2035~~2050 Recommended Regional Transportation System Plan identifies additional capacity needed on IH-43. The plan recommends widening IH-43 to a six-lane facility, within the existing right-of-way, from the Hale Interchange to Racine Avenue (County Hwy Y).

~~SEWRPC staff is currently preparing a major review and update of the regional land use and transportation plans for Southeastern Wisconsin. This effort, called VISION 2050, is expected to be completed in 2016. Vision 2050 will replace the current year 2035 plans, extending the design~~

~~year of the plans to 2050~~. It should be noted that the SEWRPC plans are advisory only. Refer to the SEWRPC VISION 2050 plan for the most updated information related to their regional planning efforts and recommendations. [The report is available on the SEWRPC website www.sewrpc.org](http://www.sewrpc.org).

- **Calhoun Road Project** - In 2019, the City plans to repair 200 feet South of Cleveland Avenue to Beloit Road. Based on pavement condition and storm water management issues, the reconstruction of Calhoun Road between Cleveland Avenue and Beloit Road is warranted. The alignment is proposed to remain as a rural cross-section with two 12-foot wide driving lanes, with a 5-foot wide paved shoulder and 3-foot wide crushed aggregate shoulder on both sides of the roadway. Line of sight improvements and significant storm water management improvements will be needed. The overall Project approach will be similar to the City's approach on Coffee Road and Grange Avenue. It is recommended that a frost barrier be incorporated into the design. The City is considering phasing construction over several years.

Bicycle & Pedestrian Facilities

As shown on Figure 6.16, the following facilities are proposed in Neighborhood I or have been incorporated into recently completed roadway improvement projects:

Proposed On-Road Facilities:

- Racine Avenue
- Martin Road
- Beres Road
- Small Road
- College Avenue
- Calhoun Road
- Beloit Road

On-road bike paths should include striping and signage to identify the lane. Where topography and road width permit, signage should encourage drivers to change lanes when passing bicyclists.

Public Transit

The City should work with the local transit system to maintain ~~the existing~~ routes within the City and look for opportunities to expand and improve the transit system.

ECONOMIC DEVELOPMENT

Economic development policies for the National Avenue West neighborhood are largely guided by the 2002 Economic Development and Revitalization Plan. Based on recommendations in the Plan, proposed economic development activities focus primarily on residential development

with limited commercial development that has an agrarian or natural emphasis. Cultural resources should be promoted as potential revenue for the neighborhood and for the City.

According to 2009 estimated tax levies, the National Avenue West neighborhood comprises 4.2% of the total tax levy for the City. Neighborhood I has an estimated assessment value of approximately \$199 million, with a tax levy of approximately \$1,100,000.

Brownfields

Two brownfields are located in Neighborhood I, both of which are labeled as an unknown petroleum risk (Figure 19.1311).

Petroleum risk applies only to petroleum discharges from underground and aboveground tank systems, and is used to determine agency jurisdiction. The Wisconsin Department of Natural Resources (DNR) has jurisdiction for review of high-risk sites and sites also contaminated with non-petroleum substances. The Wisconsin Department of Safety and Professional Services has jurisdiction for all other sites with discharges from petroleum tanks. High risk factors are:

- confirmed contamination in a water supply well above a Chapter NR 140 preventive action limit,
- confirmed free petroleum product with a thickness of .01 feet or more,
- groundwater contamination above an NR 140 enforcement standard within 1,000 feet of a well operated by a public utility,
- groundwater contamination above an NR 140 enforcement standard within 100 feet of any other water supply well, and
- groundwater contamination above an NR 140 enforcement standard in fractured bedrock.

The brownfields in Neighborhood I can be found at the locations listed below:

- 18970 W. National Avenue; ERP
- 18500 W. National Avenue; LUST

The acronym “LUST” signifies the existence of a Leaking Underground Storage Tank. The acronym “ERP” signifies an Environmental Repair Program effort. The DNR classifies ERP sites as sites other than LUST sites that have contaminated soil and/or groundwater. Examples include industrial spills or dumping needing long term investigation, buried containers of hazardous substances, and closed landfills

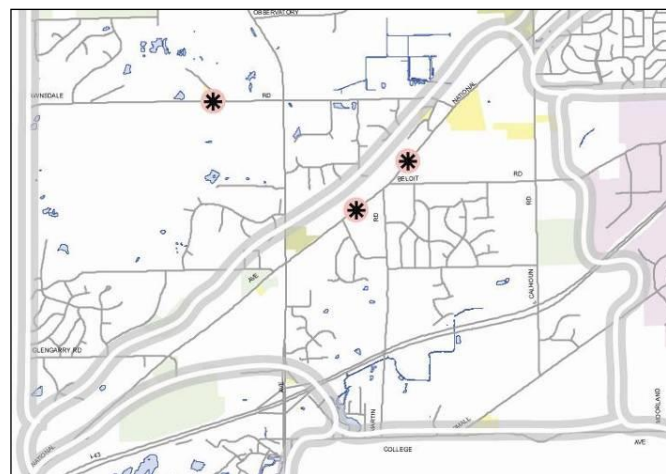


Figure 19.1311. Neighborhood I Brownfields Map.
Source: WI DNR Bureau for Remediation and Redevelopment

that have caused contamination. ERP sites include petroleum contamination from above-ground (not underground) storage tanks.

The City should continue to follow the status of these brownfields as development activities take place on or around each site.

Rural Commercial Design Guide

The Rural Commercial Design Guide ("Guide"), adopted by the City in 2001, serves as a design tool for economic development in Neighborhood I. The Guide provides design standards for areas west of Calhoun Road from the southern border of the City (Interstate 43 / College Avenue) to Cleveland Avenue on the north (in Neighborhood B). The area is further defined and a map of the area is provided in Chapter 12 (Neighborhood B). The intent of the Design Guide is to retain and encourage small business and office developments, provide safe and convenient pedestrian access, and ensure quality visual appearances.

The design standards affecting recommendations for economic development in Neighborhood I include provisions for cross access between neighboring parcels where feasible, and the requirement that new buildings correspond proportionally and stylistically to existing buildings in rural commercial areas. More details on the design standards and recommendations are provided in Chapter 12 (Neighborhood B).

Recommendations

The 2002 Economic Development and Revitalization Plan process hosted a series of visioning workshops to discuss desired businesses and industries with the New Berlin Economic Development Corporation, Focus New Berlin and the New Berlin Plan Commission. The following recommendations are based on the 2002 Plan and have been updated to reflect current desires for specific sites within Neighborhood I:

- **National Avenue from Lawnsdale Road to Calhoun Road and National Avenue at Intersection with Beloit and Martin Road**

For the first two areas, the City should encourage rural commercial development such as nurseries, antique stores, and small grocery and convenience stores.

- **Intersection of National Avenue with Racine Avenue**

The intersection of National Avenue with Racine Avenue should foster small-scale rural oriented cottage shops, cafes, and antique stores that respect and reinforce the historic and rural character of nearby Prospect Hill.

- **Intersection of Racine Avenue and College Avenue**

The northwest corner of the Racine Avenue and Interstate 43 interchange houses a quarry, and is planned for a regional City business park. This area is also considered as a long-range job center. The northeastern corner of the Racine Avenue and College Avenue intersection should promote a mix of small-scale light manufacturing, office, retail, and restaurant or hotel uses. Medium-density residential townhouses or senior housing could provide a transition between businesses and the IH-43 interchange.

HOUSING

Neighborhood I is primarily single-family housing on large lots or single-family within a conservation subdivision.

LAND USE

Neighborhood I represents a variety of land uses, with the majority of the neighborhood being low-density residential. Farming, open space, and rural commercial uses are permitted and encouraged to remain

Recommendations

The institutional parcel on Martin Road south of Beres Road and north of Interstate 43 was changed to Country Residential (currently shown as Country Residential on the map). Other changes approved in 2009, included lot line changes for existing rural commercial along National Avenue, a change from Mixed-Use Residential to Country Residential on the southwest corner of Calhoun Road and National Avenue (Tax Key: 1236-996), Rural Commercial at the intersection of Martin Road and College Avenue (Tax Keys: 1283-998, 1283-966, 1238-989, 1283-988), Residential Estate adjacent to the Business Park (Tax Keys: 1286-999002, 1285-994, 1285-994003, 1285-994002, 1285-994001), and additional industrial use along Small Road (Tax Key: 1286-989, 1286-990, 1286-991). These recommendations were incorporated into the initial Future Land Use Map adopted in 2009.

A large number of farm operations exist in Neighborhood I, and the protection and preservation of these uses is integral to this land use. Artisan farming, community-supported agriculture, and similar farming techniques are encouraged. On-site sales of products are appropriate in these areas, including small farm markets and similar uses.

While agricultural uses are encouraged to remain as long as the owners wish to operate farms, this designation allows for property owners to transition to development in a way that maintains the rural character. As land divisions and rezones are presented in these areas, the City will consider the appropriateness of such changes on a case-by-case basis.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Jim Duerrwaechter / Rezoning
LOCATION:	18335 W. National Ave (Tax Key #: 1262.961) Tax Key #: 1262.962 (located behind 18335 W. National Avenue) 18395 W. National Ave (Tax Key #: 1262.963)
REQUEST:	Request to rezone the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3.
D.R.C. RECOMMENDATION:	Recommend to Common Council adoption of Ordinance # 2677 that approves the rezoning of the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3.

DETAILS IN ATTACHED STAFF REPORT:

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

Meetings of September 25, 2023

Jim Duerrwaechter / Rezoning

18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963)

DATE STAFF REPORT PREPARED: May 12, 2023

APPLICANT / OWNER(S): Jim Duerrwaechter / Lynn Reno, William Potter

REQUEST / DESCRIPTION OF PROJECT: Rezone the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 4/20/23

DATE OF COMPLETENESS DETERMINATION: 4/25/23

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 4/6/23, as well as various counter visits and phone calls

Site Visit(s): 5/12/23

CONCEPTUAL PLAN: A 2-Lot CSM has been submitted (see file # LD-2300782).

SIZE OF DEVELOPMENT / PARCEL(S):

0.60 acres 18335 W. National Ave (Tax Key #: 1262.961)

0.89 acres Tax Key #: 1262.962

1.53 acres 18395 W. National Ave (Tax Key #: 1262.963)

CURRENT ZONING: B-2 (General Retail Sales and Service District) & R-3 (Suburban Single-Family Residential District)

CURRENT LAND USE: Commercial/Residential

PROPOSED LOT SIZES: Applicant has filed an application for a 2-Lot CSM (see file # LD-2300782).

Lot 1 40,007 square feet

Lot 2 88,384 square feet

PROPOSED ZONING: Applicant has filed an application for a 2-Lot CSM (see file # LD-2300782).

Lot 1 R-3 (Suburban Single-Family Residential District)

Lot 2 B-5 (Rural Commercial District)

PROPOSED LAND USE: Applicant has filed an application for a 2-Lot CSM (see file # LD-2300782).

Lot 1 Residential

Lot 2 Commercial

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: B-2, R-3

Land Use: Residential

South: Zoning: R-3

Land Use: Residential

East: Zoning: R-1/R-2, R-3

Land Use: Residential

West: Zoning: B-2

Land Use: Commercial

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 19: Neighborhood I: National Avenue West:

Vision:

- The National Avenue West area, like the Western Area neighborhood (Neighborhood B), should be a regional model of rural development. Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities and small-scale neighborhood oriented retail.
- National Avenue is a scenic rural corridor, with rural-oriented commercial uses located at specific nodes. These nodes include Prospect Hill, and the intersection of Beloit Road and National Avenue.

Development Policies:

- Residential uses will be permitted and accommodated pursuant to policies outlined in the Zoning and Development codes.
- Encourage rural commercial land uses in the Prospect Hill area, and at the intersection of Beloit Road and National Avenue. Some examples of rural commercial uses are commercial nurseries, feed and seed stores, farmers markets, farm implement sales and supply stores, antique stores, and small-scale grocery stores serving residents of western New Berlin.
- 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: Rural Commercial and Suburban Residential

ZONING CODE (Chapter 275): Yes, this request meets the requirements of §275-33B(3) and §275-34B(4) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

REZONING REQUIRED: Yes

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Yes

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes, see attached CSM.

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, Isolated Natural Resource Area.
Wetland On Property: No
Conservancy Districts (C-1, C-2): No
NRCS Map Classification: Not Inventoried
Floodplain: No
Topography / Geologic: Site slopes to the north towards National Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A
Wildlife Habitat Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: No impact.

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

WATER USAGE CALC.: No increase.

TRAFFIC IMPACT: No increase.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION (18335 W. NATIONAL AVENUE):

1959	Building permit.
1964	Use approval for a wire cutting shop operating on site.
4/17/1989	Plan Commission approval of U-32-89 conceptual business addition.
3/17/1997	Plan Commission approval of re-occupancy RO-18-97 for Pure Air Ventilation.
7/7/2003	Plan Commission approval of re-occupancy RO-17-03 for Arizona Spa.

PREVIOUS ACTION (18395 W. NATIONAL AVENUE):

1979	Garage U-90-79.
11/20/1989	Plan Commission approval of a home occupation and addition to house U-159-89.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

1. The rezoning must meet the following criteria outlined in New Berlin Municipal Code §275-22(F):

- a. The proposed rezoning is consistent with the Comprehensive Plan and the stated purposes of Chapter 275;

The Future Land Use map identifies this area as Rural Commercial and Suburban Residential. The applicant has filed a separate application for a Comprehensive Plan Amendment (See File #: CP-2300780) to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 19 – “Neighborhood I”) from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential.

- b. Adequate public facilities and services (including sewage and waste disposal, water, gas, electricity, schools, police and fire protection, and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;

Yes, the proposed rezoning is compliant. This property is not served by public sanitary sewer and water facilities. Density will not increase as a result of this rezoning.

- c. Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of the City to provide them;

Yes, the proposed rezoning is compliant.

- d. The proposed development has taken into account impacts on surrounding properties or the natural environment, including air, water, noise, storm water management, soils, wildlife, and vegetation;

Yes, the proposed rezoning is compliant. Any future development shall require a separate application to be filed with the Department of Community Development.

- e. The land proposal for rezoning is suitable for development and will not cause unreasonable soil erosion or have an unreasonable adverse effect on rare or irreplaceable natural areas;

Yes, the proposed rezoning is compliant.

- f. The proposed rezoning will not be used to legitimize, or "spot zone," a nonconforming use or structure; and

No, it will not be a spot zoning. It will be consistent with the Future Land Use Map within the Comprehensive Plan, as proposed to be amended with application # CP-2300780.

- g. The proposed rezoning is the minimum action necessary to accomplish the intent of the petition, and an administrative modification, variance, or conditional use permit could not be used to achieve the same result.

Yes, the proposed rezoning is the minimum action necessary to accomplish the intent of the petition.

2. The applicant has simultaneously applied for a Comprehensive Plan Amendment (see file #: CP-2300780) and 2-Lot CSM (see file #: LD-2300782). Action for these applications is anticipated for the August 14, 2023 Plan Commission meeting.

- a. This request is consistent with the proposed Comprehensive Plan Amendment to update the Future Land Use Map within the Comprehensive Plan to Rural Commercial and Suburban Residential.

3. The existing principal use for Lot 1 (see file #: LD-2300782) is Commercial, with residential quarters allowed as an accessory use, per §275-42G(1)(a). The building is currently unoccupied.
 - a. The property owner of Lot 1 intends to sell the property as a single-family home.
 - b. This property has been zoned B-2 dating back to the 1963 City Zoning Map and going forward to today. A business has been in operation at this location since 1964. Any future businesses located on Lot 1 must comply with §275-42G(4): Home Occupations.
 - c. At such time as future applications are submitted, the applicant is advised that §275-33E(1)(d) requires the construction of a garage.
4. The existing principal use for Lot 2 (see file #: LD-2300782) is Commercial, with residential quarters allowed as an accessory use, per §275-42G(1)(a). The building is currently being used as a business with residential quarters.
 - a. Lot 2 will continue as a commercial use, with residential quarters allowed as an accessory use.
 - b. Outdoor storage is allowed as an accessory use in the B-5 Zoning District.
 - c. An average landscape bufferyard of 15' is required when a Commercial Use is adjacent to a Single-Family Residential Use, per §275-56F.
5. This rezoning request was further discussed with staff and the applicant and it was determined that B-5 (Rural Commercial District) was a more suitable zoning district that better aligned with the Comprehensive Plan than B-2 (General Retail Sales and Service District) in the Rural Commercial portion of the City. There was a Public Hearing date set for July 10, 2023, which did not occur to allow for an amendment to the rezoning application.

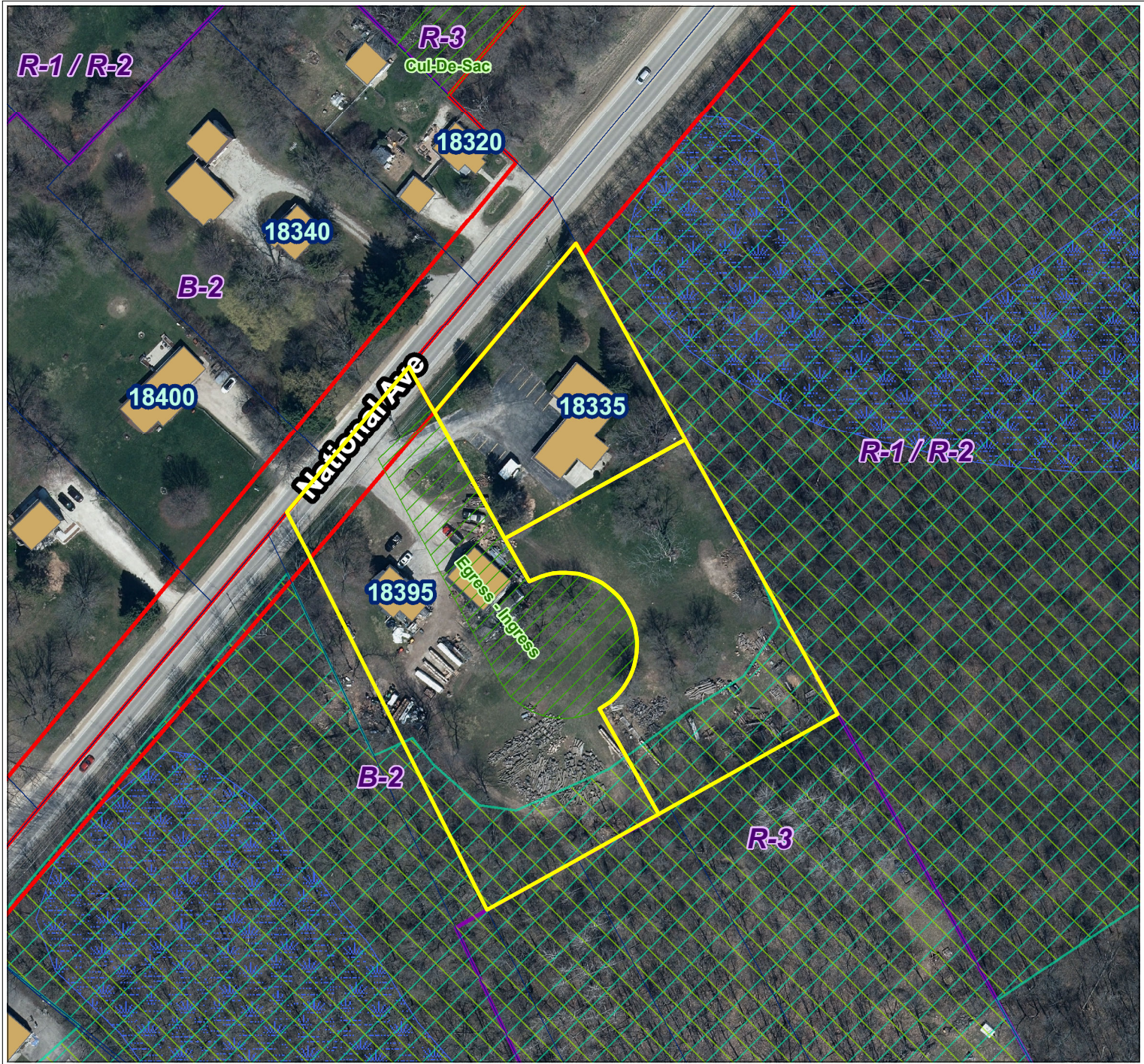
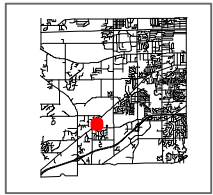
D.R.C. RECOMMENDATION:

Recommend to Common Council adoption of Ordinance # 2677 that approves the rezoning of the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3. **See Executive Summary.**

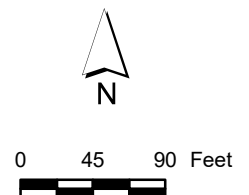
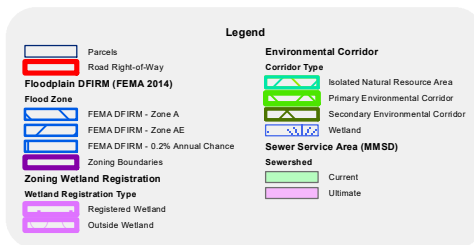
ATTACHMENTS:

Location Map
Zoning Comparison Map
CSM
Ordinance # 2677

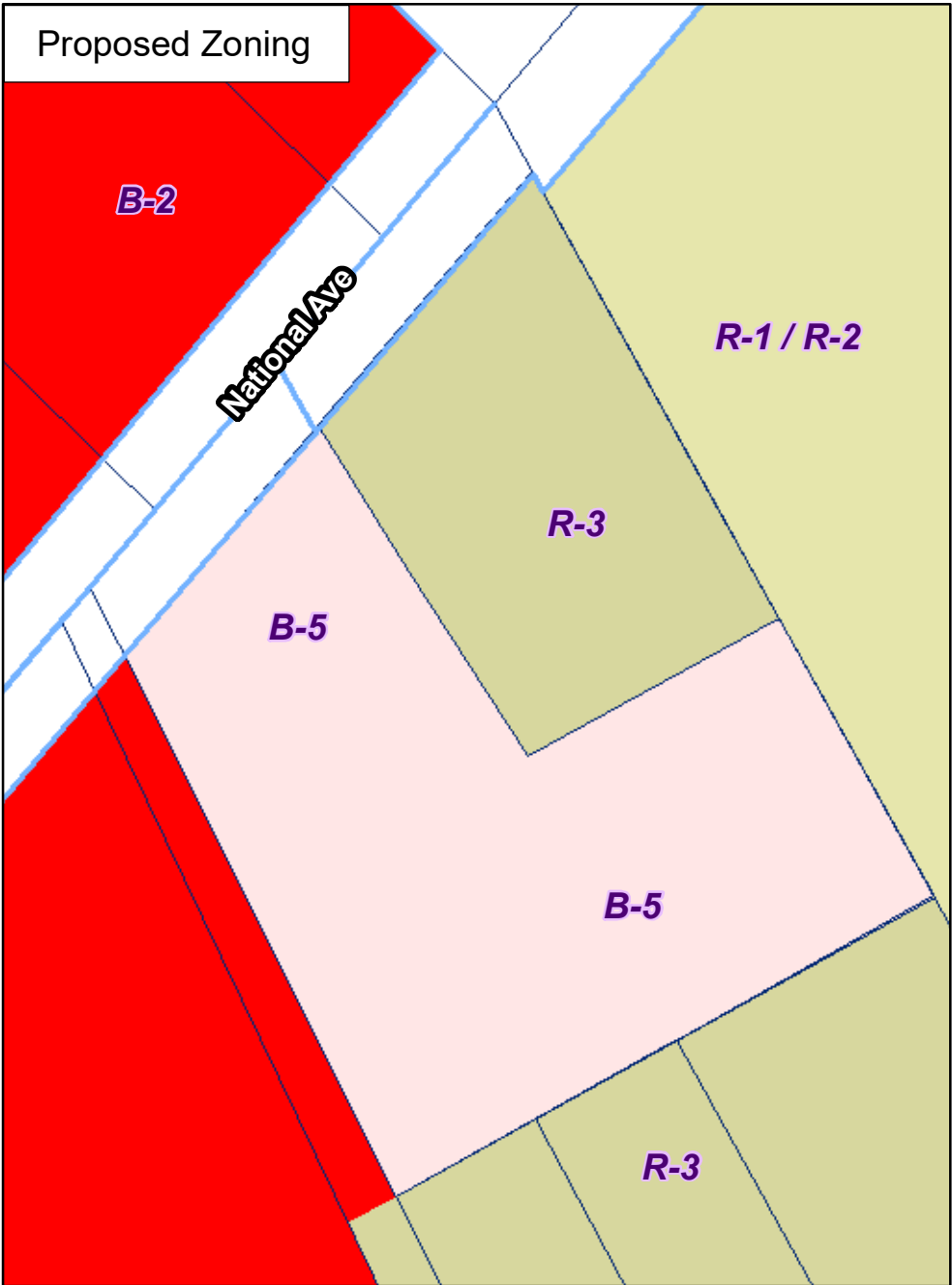
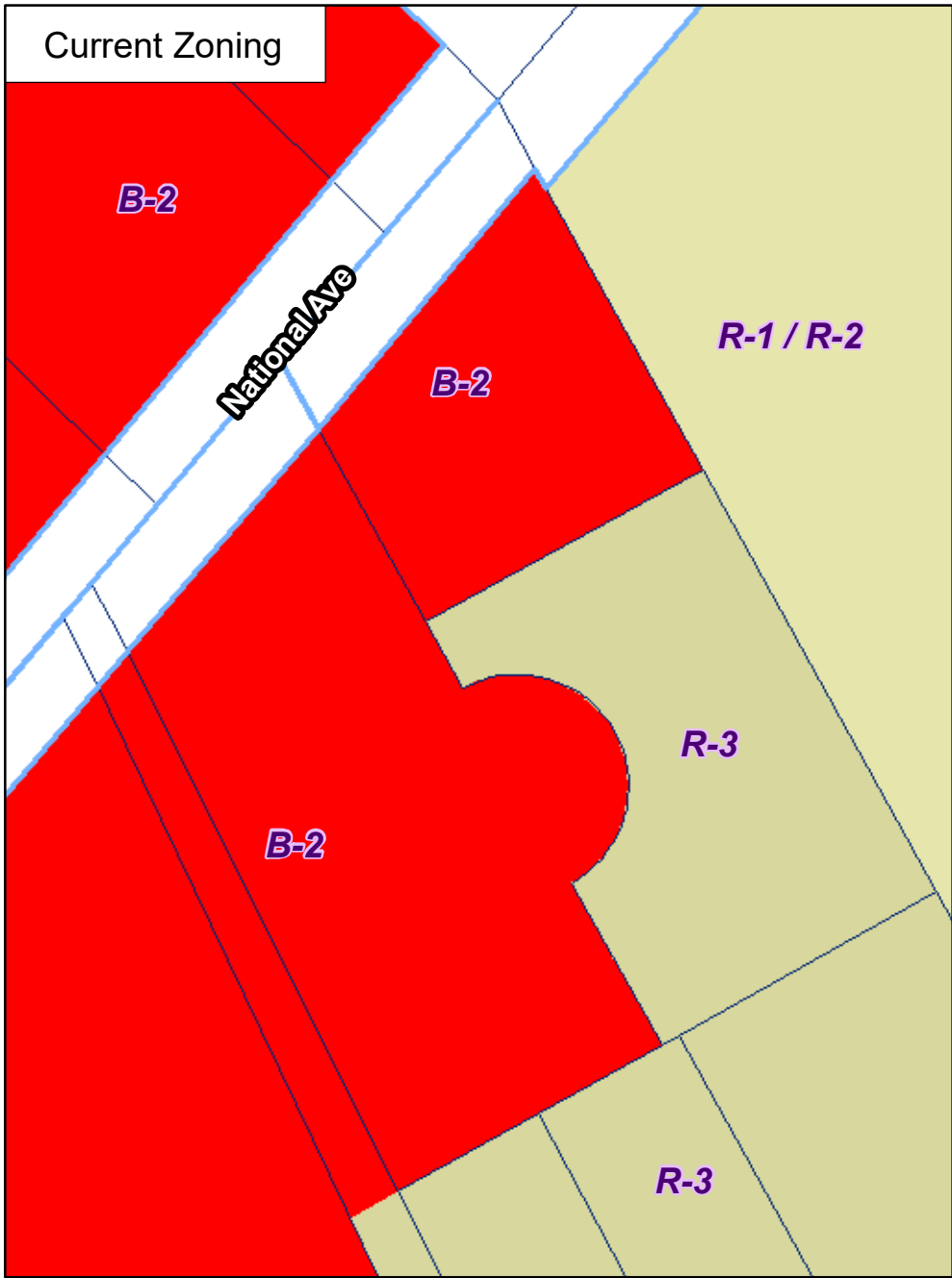
CP-2300780, RZ-2300781 & LD-2300782
Reno Potter
18335 W. National Ave, Tax Key #: 1262.962 &
18395 W. National Ave



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



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RZ-2300781
Reno Potter
18335, 18395 W. National,
& Taxkey# 1262962

Legend

Parcels

Road Right-of-Way

0 40 80 Feet

8

N

P:\DCD\Projects\RZ\RZ-2300781 Reno Potter\GIS\Zoning\Current\Zoning.mxd

Page 12 of 322

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

Prepared for:

Lynn L. Reno
16960 West College Avenue
Muskego, WI 53150-2749

William R. Potter
3055 South Meadow Creek Court
New Berlin, WI 53146-4905

Prepared by:

Dennis C. Sauer P.L.S. 2421
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

NOTES:

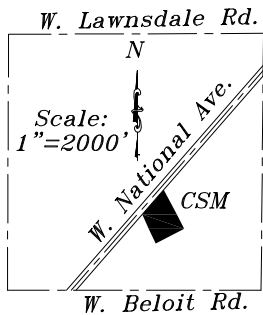
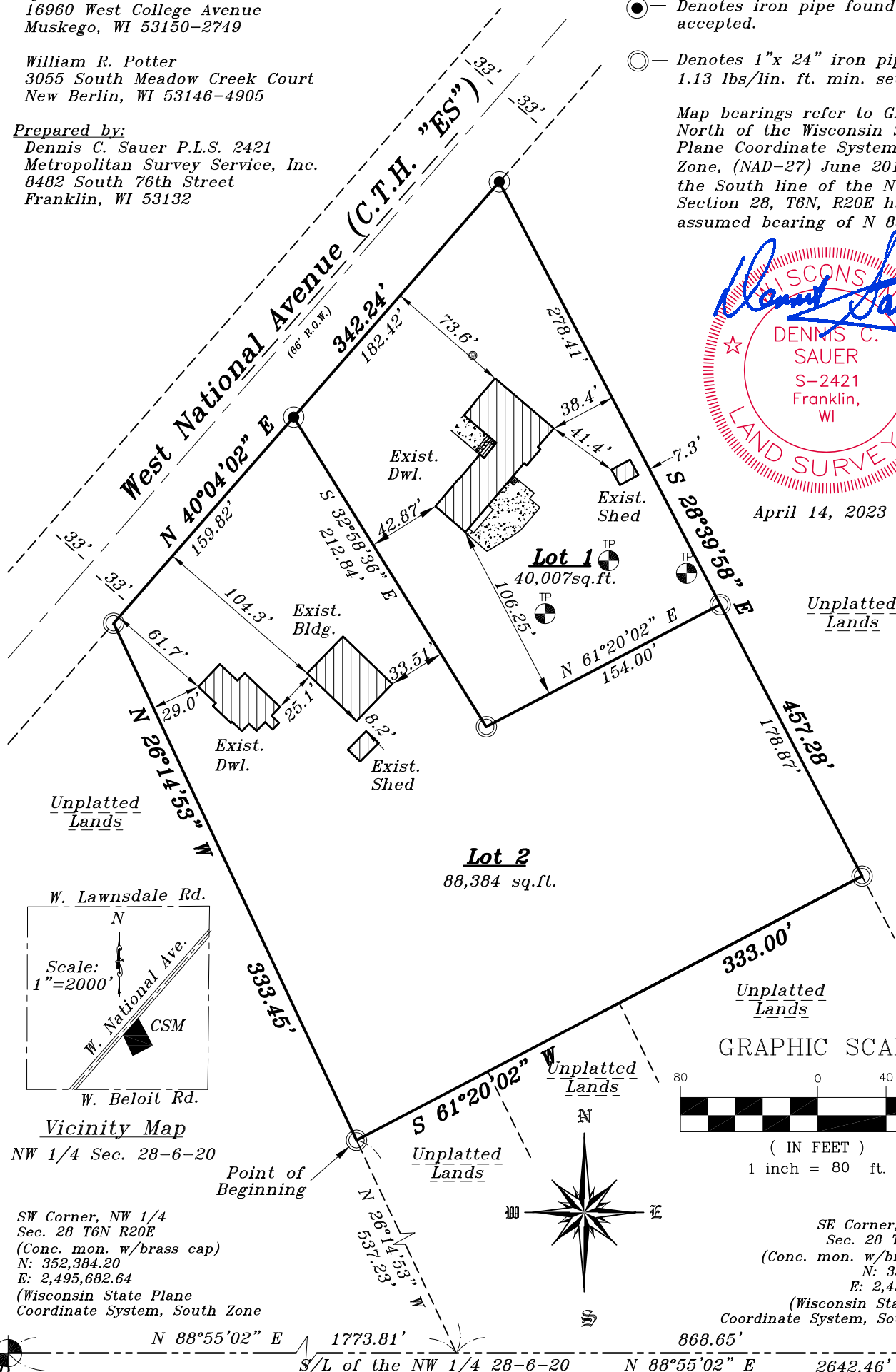
●— Denotes iron pipe found and accepted.

○— Denotes 1"x 24" iron pipe, 1.13 lbs/lin. ft. min. set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-27) June 2018, with the South line of the NW 1/4 of Section 28, T6N, R20E having an assumed bearing of N 88°55'02" E.



April 14, 2023

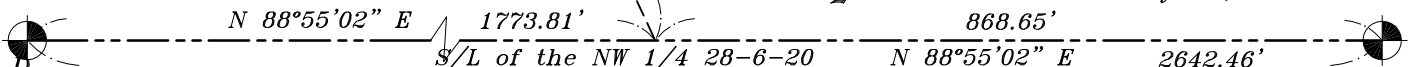


Vicinity Map

NW 1/4 Sec. 28-6-20

SW Corner, NW 1/4
Sec. 28 T6N R20E
(Conc. mon. w/brass cap)
N: 352,384.20
E: 2,495,682.64
(Wisconsin State Plane
Coordinate System, South Zone)

SE Corner, NW 1/4
Sec. 28 T6N R20E
(Conc. mon. w/brass cap)
N: 352,434.15
E: 2,498,324.42
(Wisconsin State Plane
Coordinate System, South Zone)



M\CSM's\NewBerlin\114217

Sheet 1 of 5

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, a Professional Land Surveyor, hereby certify that:

I have surveyed, divided, and mapped a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4;
thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet to the point of beginning of the lands to be described; thence continuing N 26°14'53" W, 333.45 feet to a point on the Southeasterly right-of-way line of West National Avenue (C.T.H. "ES"); thence N 40°04'02" E along said right-of-way line, 342.24 feet; thence S 28°39'58" E, 457.28 feet; thence S 61°20'02" W, 333.00 feet to the point of beginning.

Said lands containing 128,391 square feet (2.95 acres).

That I have made such survey, land division and map by the direction of Lynn L. Reno and William R. Potter, owners of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the regulations of the City of New Berlin in surveying, dividing and mapping the same.

April 14, 2023
Date



Dennis C. Sauer
Professional Land Surveyor S-2421



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

OWNER'S CERTIFICATE

Lynn L. Reno, as owner, does hereby certify that she caused the lands described on this map to be surveyed, divided, combined and mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Subdivision Regulations of the City of New Berlin.

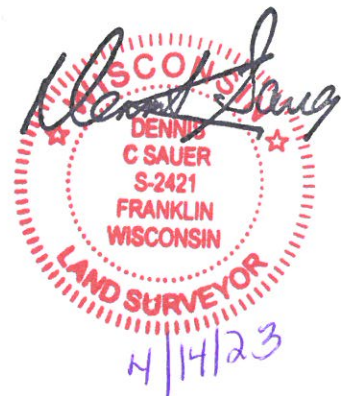
IN WITNESS WHEREOF, the said Lynn L. Reno, has caused these presents to be signed at _____, Wisconsin, this _____ day of _____, 20____.

Lynn L. Reno, Owner

STATE OF WISCONSIN)
_____) COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____, Lynn L. Reno, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

OWNER'S CERTIFICATE

William R. Potter, as owner, does hereby certify that he caused the lands
described on this map to be surveyed, divided, combined and mapped and
dedicated as represented on this map in accordance with the provisions of
Chapter 236.34 of the Wisconsin State Statutes and the Subdivision
Regulations of the City of New Berlin.

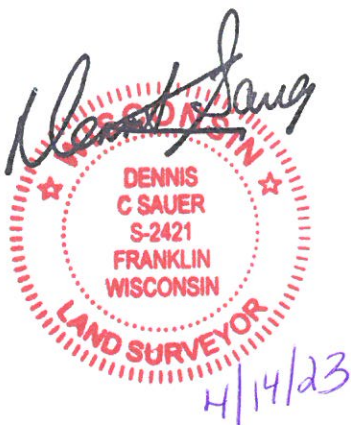
IN WITNESS WHEREOF, the said William R. Potter has caused these presents
to be signed at _____, Wisconsin, this _____ day of
_____, 20____.

William R. Potter, Owner

STATE OF WISCONSIN)
_____ COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____,
William R. Potter, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of New Berlin this _____ day
of _____, 20____.

David Ament, Chairman
City of New Berlin

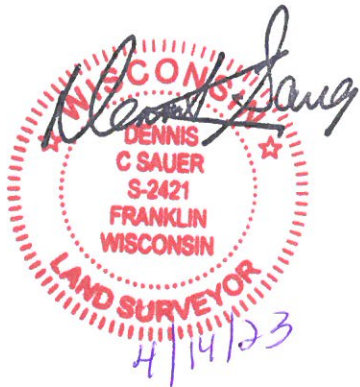
Nikki Jones, Secretary
City of New Berlin

COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of New Berlin this _____ day
of _____, 20____.

David Ament, Mayor
City of New Berlin

Rubina R. Medina, City Clerk
City of New Berlin



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

ORDINANCE NO. 2677

Ordinance to rezone from B-2 (General Retail Sales and Service District) & R-3 (Suburban Single-Family Residential District) to B-5 (Rural Commercial District) & R-3 (Suburban Single-Family Residential District)

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

The City of New Berlin, having received a petition from Jim Duerrwaechter to rezone the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3:

LEGAL DESCRIPTIONS:**18335 W. National Ave (Tax Key #: 1262.961)**

PT NW.25 SEC 28 T6N R20E COM ON E & W.25 LI 467.37 FT W OF CTR OF SEC, TH N 27 DGR 35' W 982.14 FT/BGN, TH N 27 DGR 35' W 197.67 FT, TH S 41 DGR 9' W 182.42 FT, TH S 27 DGR 35' E 131.5 FT, TH N 62 DGR 25' E 170 FT/BGN EX NWLY 40 FT/ROAD R1122 I210 #2667437 5/14/01 #2971103 4/1/03 (#3213789 8/1/04 CORRECTION DEED)

Tax Key #: 1262.962 (located behind 18335 W. National Avenue)

PT NW.25 SEC 28 T6N R20E COM ON E & W.25 LI 467.37 FT W OF CTR OF SEC, TH N 27 DGR 35' W 722.56 FT/BGN, TH N 27 DGR 37' W 259.58 FT, TH S 62 DGR 25' W 170 FT, TH S 27 DGR 35' E 40 FT ALG CURVE..TH N 62 DGR 25' E 170 FT/BGN & R/W VOL 887/84 R524 I26 DOC #4386555 03/11/2019

18395 W. National Ave (Tax Key #: 1262.963)

PT NW.25 SEC 28 T6N R20E COM 467.37 FT W & N 27 DGR 35' W 722.56 FT OF SE COR, TH S 62 DGR 25' W 333 FT, TH NW 369.13 FT, TH N 41 DGR 9' E 340.96 FT TH S 27 DGR 35' E 492.68 FT TO BGN EX VOL 799/311, 887/84 DOC #4386554 03/11/2019

LANDS TO BE REZONED FROM R-3 TO B-5:

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet; thence N 61°20'02" E, 163.00 feet to the point of beginning of the lands to be described; thence N 28°39'58" W, 99.58 feet; thence northeasterly along the arc of a curve to the left an arc distance of 113.89 feet; whose radius is 60.00 feet; whose chord bears N 06°57'15" E, 97.55 feet; thence N 61°20'02" E, 113.19 feet; thence S 28°39'58" E, 178.88 feet; thence S 61°20'02" W, 170.00 feet to the point of beginning

Containing 26,444 square feet (0.61 acres).

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet; thence N 61°20'02" E, 333.00 feet; thence N 28°39'58" W, 259.58 feet; thence S 61°20'02" W, 160.08 feet to the point of beginning of the lands

to be described; thence S 32°58'36" E, 41.55 feet; thence southwesterly along the arc of a curve to the right an arc distance of 13.14 feet; whose radius is 60.00 feet; whose chord bears S 67°36'37" W, 13.12 feet; thence N 28°39'58" W, 40.00 feet; thence N 61°20'02" E, 9.92 feet to the point of beginning. Containing 463 square feet (0.01 acres).

LANDS TO BE REZONED FROM B-2 TO R-3:

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet; thence N 61°20'02" E, 333.00 feet; thence N 28°39'58" W, 259.58 feet to the point of beginning of the lands to be described; thence S 61°20'02" W, 160.08 feet; thence N 32°58'36" W, 131.91 feet to a point on the Southeasterly right-of-way line of West National Avenue (C.T.H. "ES"); thence N 40°04'02" E, along said right-of-way line, 182.42 feet; thence S 28°39'58" E, 197.70 feet to the point of beginning. Containing 27,333 square feet (0.63 acres).

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet; thence N 61°20'02" E, 333.00 feet; thence N 28°39'58" W, 178.88 feet; thence S 61°20'02" W, 113.19 feet to the point of beginning of the lands to be described; thence continuing S 61°20'02" W, 40.81 feet; thence N 32°58'36" W, 39.38 feet; thence southeasterly along the arc of a curve to the right an arc distance of 61.46 feet; whose radius is 60.00 feet; whose chord bears S 76°46'11" E, 58.81 feet to the point of beginning. Containing 1,107 square feet (0.03 acres).

SECTION II

The matter came before the City Plan Commission which held a public hearing on the proposed rezoning on September 25, 2023 and recommended approval of said rezoning on September 25, 2023 subject to the application, plans on file, and an ordinance approved by the City Attorney, and the matter having been considered and the rezoning approved on September 26, 2023 by the Common Council.

SECTION III

The Common Council of the City of New Berlin does hereby approve the rezoning of the lands in the above-described property from B-2 and R-3 to B-5 and R-3 subject to the application and plans on file.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2677 on behalf of the City of New Berlin.

SECTION IV

The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION V

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

SECTION VI

This ordinance shall take effect upon passage and publication of a summary notice as required by law, and the City Clerk shall so amend the Code of Ordinances and zoning map 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 26th day of September 2023.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Jim Duerrwaechter / 2-Lot Certified Survey Map		
LOCATION:	18335 W. National Ave (Tax Key #: 1262.961) Tax Key #: 1262.962 (located behind 18335 W. National Avenue) 18395 W. National Ave (Tax Key #: 1262.963)		
REQUEST:	Approval of a 2-Lot Certified Survey Map		
REVIEW SCHEDULE:	CSM Received:	4/20/2023	
	Completeness Determination:	4/25/2023	
	90-day time limit expires:	7/19/2023	
	Final Common Council Action:	8/29/2023	
	60-day extension expires:	9/17/2023	
	60-day extension expires:	11/16/2023	
D.R.C. RECOMMENDATION:	Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963), 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. 5. Approval of the Comprehensive Plan Amendment (see file #: CP-2300780) and Rezoning (see file #: RZ-2300781) is required prior to action on the Certified Survey Map. 6. Applicant shall dedicate the appropriate right-of-way to the City of New Berlin.		

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of September 25, 2023

Jim Duerrwaechter / 2-Lot Certified Survey Map
18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W.
National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963)

DATE STAFF REPORT PREPARED: June 20, 2023

APPLICANT / OWNER(S): Jim Duerrwaechter / Lynn Reno, William Potter

REQUEST / DESCRIPTION OF PROJECT: Approval of a 2-Lot Certified Survey Map for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963).

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 4/20/23

DATE OF COMPLETENESS DETERMINATION: 4/25/23

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 4/6/23, as well as various counter visits and phone calls

Site Visit(s): 5/12/23

CONCEPTUAL PLAN: Yes

SIZE OF DEVELOPMENT / PARCEL(S):

0.60 acres 18335 W. National Ave (Tax Key #: 1262.961)

0.89 acres Tax Key #: 1262.962

1.53 acres 18395 W. National Ave (Tax Key #: 1262.963)

CURRENT ZONING: B-2 (General Retail Sales and Service District) & R-3 (Suburban Single-Family Residential District)

CURRENT LAND USE: Commercial/Residential

PROPOSED LOT SIZES:

Lot 1 40,007 square feet

Lot 2 88,384 square feet

PROPOSED ZONING: Applicant has filed an application for a Rezoning (see file # RZ-2300781).

Lot 1 R-3 (Suburban Single-Family Residential District)

Lot 2 B-5 (Rural Commercial District)

PROPOSED LAND USE: Applicant has filed an application for a Rezoning (see file # RZ-2300781).

Lot 1 Residential

Lot 2 Commercial

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: B-2, R-3

Land Use: Residential

South: Zoning: R-3

Land Use: Residential

East: Zoning: R-1/R-2, R-3

Land Use: Residential

West: Zoning: B-2

Land Use: Commercial

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 19: Neighborhood I: National Avenue West:

Vision:

- The National Avenue West area, like the Western Area neighborhood (Neighborhood B), should be a regional model of rural development. Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities and small-scale neighborhood oriented retail.
- National Avenue is a scenic rural corridor, with rural-oriented commercial uses located at specific nodes. These nodes include Prospect Hill, and the intersection of Beloit Road and National Avenue.

Development Policies:

- Residential uses will be permitted and accommodated pursuant to policies outlined in the Zoning and Development codes.
- Encourage rural commercial land uses in the Prospect Hill area, and at the intersection of Beloit Road and National Avenue. Some examples of rural commercial uses are commercial nurseries, feed and seed stores, farmers markets, farm implement sales and supply stores, antique stores, and small-scale grocery stores serving residents of western New Berlin.
- 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: Rural Commercial and Suburban Residential

ZONING CODE (Chapter 275): Yes, this request meets the requirements of §275-33B(3) and §275-34B(4) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

REZONING REQUIRED: See file # RZ-2300781.

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: A Joint Public Hearing is scheduled for September 25, 2023 for the Comprehensive Plan Amendment (see file #: CP-2300780) and Rezoning (see file #: RZ-2300781).

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, Isolated Natural Resource Area.
Wetland On Property: No
Conservancy Districts (C-1, C-2): No
NRCS Map Classification: Not Inventoried
Floodplain: No
Topography / Geologic: Site slopes to the north towards National Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A
Wildlife Habitat Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: No impact.

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

WATER USAGE CALC.: No increase.

TRAFFIC IMPACT: No increase.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION (18335 W. NATIONAL AVENUE):

1959	Building permit.
1964	Use approval for a wire cutting shop operating on site.
4/17/1989	Plan Commission approval of U-32-89 conceptual business addition.
3/17/1997	Plan Commission approval of re-occupancy RO-18-97 for Pure Air Ventilation.
7/7/2003	Plan Commission approval of re-occupancy RO-17-03 for Arizona Spa.

PREVIOUS ACTION (18395 W. NATIONAL AVENUE):

1979	Garage U-90-79.
11/20/1989	Plan Commission approval of a home occupation and addition to house U-159-89.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

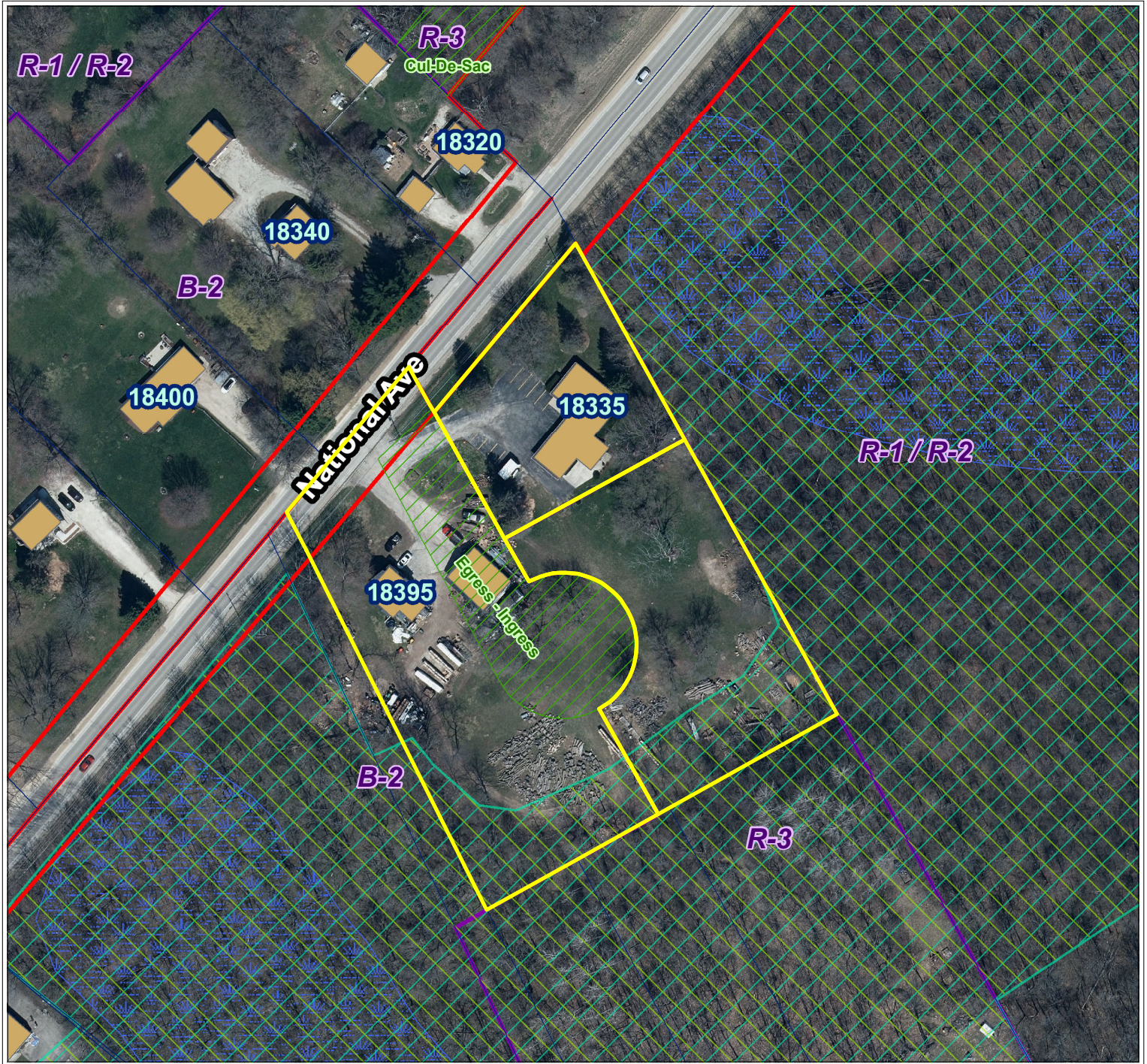
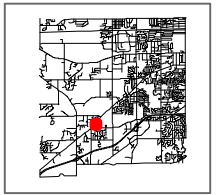
1. The applicant has simultaneously applied for a Comprehensive Plan Amendment (see file #: CP-2300780) and Rezoning (see file #: RZ-2300781). Action for these applications is anticipated for the September 25, 2023 Plan Commission meeting.
2. The existing principal use for Lot 1 is Commercial, with residential quarters allowed as an accessory use, per §275-42G(1)(a). The building is currently unoccupied.
 - a. The property owner of Lot 1 intends to sell the property as a single-family home.
 - b. This property has been zoned B-2 dating back to the 1963 City Zoning Map and going forward to today. A business has been in operation at this location since 1964. Any future businesses located on Lot 1 must comply with §275-42G(4): Home Occupations.
 - c. At such time as future applications are submitted, the applicant is advised that §275-33E(1)(d) requires the construction of a garage.
3. The existing principal use for Lot 2 is Commercial, with residential quarters allowed as an accessory use, per §275-42G(1)(a). The building is currently being used as a business with residential quarters.
 - a. Lot 2 will continue as a commercial use, with residential quarters allowed as an accessory use.
 - b. Outdoor storage is allowed as an accessory use in the B-5 Zoning District.
 - c. An average landscape bufferyard of 15' is required when a Commercial Use is adjacent to a Single-Family Residential Use, per §275-56F.
4. Per §275-33D, the minimum lot area is 20,000 square feet and the minimum lot width is 110' in the R-3 District. Proposed Lot 1 meets the minimum lot dimensions.
5. Per §275-34D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the B-5 District. Proposed Lot 2 meets the minimum lot area and is not making the lot width any more non-conforming.

D.R.C. RECOMMENDATION:

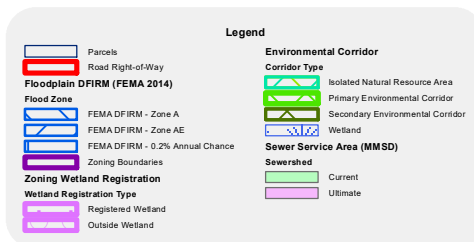
Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963), subject to the application, plans on file and 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 Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

Prepared for:
Lynn L. Reno
16960 West College Avenue
Muskego, WI 53150-2749

William R. Potter
3055 South Meadow Creek Court
New Berlin, WI 53146-4905

Prepared by:
Dennis C. Sauer P.L.S. 2421
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

NOTES:

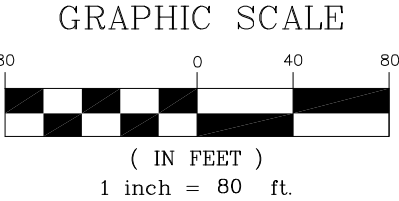
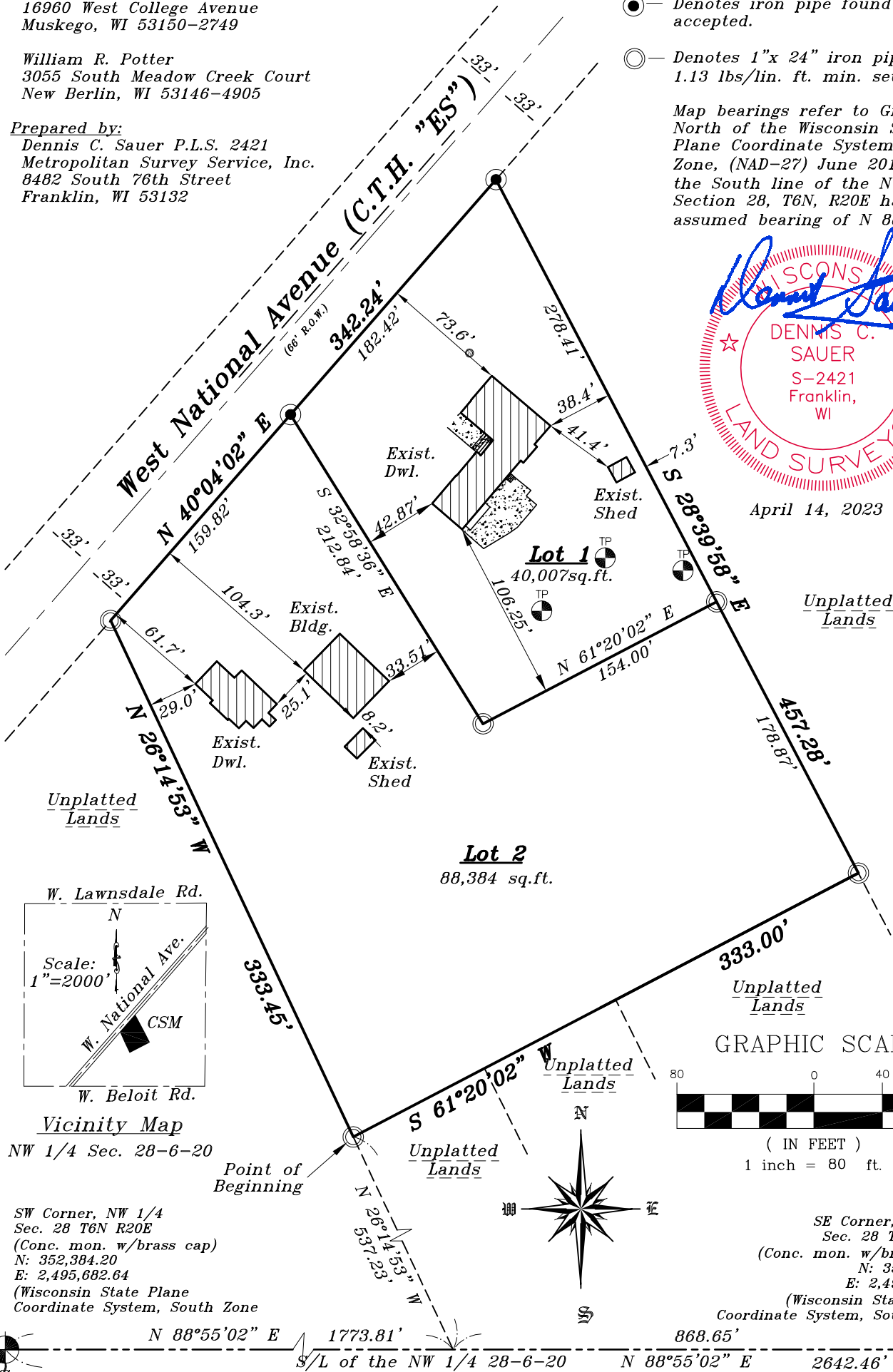
●— Denotes iron pipe found and accepted.

○— Denotes 1"x 24" iron pipe, 1.13 lbs/lin. ft. min. set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-27) June 2018, with the South line of the NW 1/4 of Section 28, T6N, R20E having an assumed bearing of N 88°55'02" E.

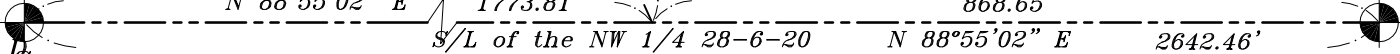


April 14, 2023



SW Corner, NW 1/4
Sec. 28 T6N R20E
(Conc. mon. w/brass cap)
N: 352,384.20
E: 2,495,682.64
(Wisconsin State Plane
Coordinate System, South Zone)

SE Corner, NW 1/4
Sec. 28 T6N R20E
(Conc. mon. w/brass cap)
N: 352,434.15
E: 2,498,324.42
(Wisconsin State Plane
Coordinate System, South Zone)



M\CSM's\NewBerlin\114217

Sheet 1 of 5

CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, a Professional Land Surveyor, hereby certify that:

I have surveyed, divided, and mapped a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4;
thence N 88°55'02" E along the South line of said Northwest 1/4, 1773.81 feet; thence N 26°14'53" W, 537.23 feet to the point of beginning of the lands to be described; thence continuing N 26°14'53" W, 333.45 feet to a point on the Southeasterly right-of-way line of West National Avenue (C.T.H. "ES"); thence N 40°04'02" E along said right-of-way line, 342.24 feet; thence S 28°39'58" E, 457.28 feet; thence S 61°20'02" W, 333.00 feet to the point of beginning.

Said lands containing 128,391 square feet (2.95 acres).

That I have made such survey, land division and map by the direction of Lynn L. Reno and William R. Potter, owners of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the regulations of the City of New Berlin in surveying, dividing and mapping the same.

April 14, 2023
Date



Dennis C. Sauer
Professional Land Surveyor S-2421



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

OWNER'S CERTIFICATE

Lynn L. Reno, as owner, does hereby certify that she caused the lands described on this map to be surveyed, divided, combined and mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Subdivision Regulations of the City of New Berlin.

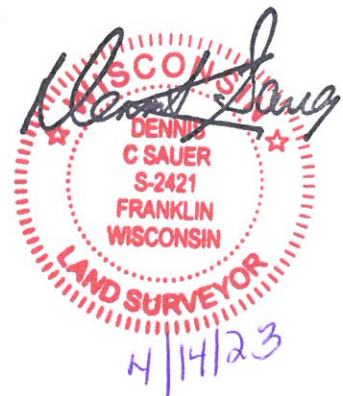
IN WITNESS WHEREOF, the said Lynn L. Reno, has caused these presents to be signed at _____, Wisconsin, this _____ day of _____, 20____.

Lynn L. Reno, Owner

STATE OF WISCONSIN)
_____COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____, Lynn L. Reno, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

OWNER'S CERTIFICATE

William R. Potter, as owner, does hereby certify that he caused the lands
described on this map to be surveyed, divided, combined and mapped and
dedicated as represented on this map in accordance with the provisions of
Chapter 236.34 of the Wisconsin State Statutes and the Subdivision
Regulations of the City of New Berlin.

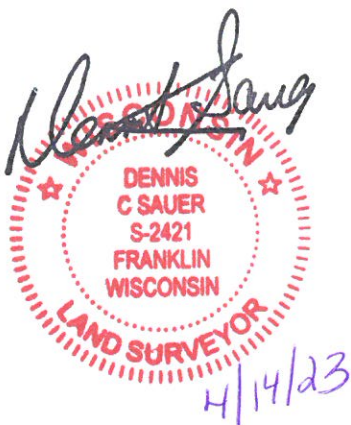
IN WITNESS WHEREOF, the said William R. Potter has caused these presents
to be signed at _____, Wisconsin, this _____ day of
_____, 20____.

William R. Potter, Owner

STATE OF WISCONSIN)
_____) COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____,
William R. Potter, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Town
6 North, Range 20 East, in the City of New Berlin, Waukesha County,
Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of New Berlin this _____ day
of _____, 20____.

David Ament, Chairman
City of New Berlin

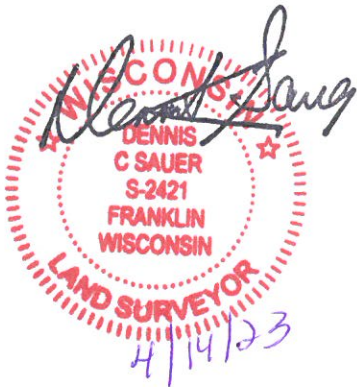
Nikki Jones, Secretary
City of New Berlin

COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of New Berlin this _____ day
of _____, 20____.

David Ament, Mayor
City of New Berlin

Rubina R. Medina, City Clerk
City of New Berlin



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

Motion Sheet

Date: 9/26/23

To: Common Council, Mayor Ament & Ald. Horbinski

From: Sarah Holtz, Clerk's Office

Re: Item(s) requiring Council action from the Board of Public Works held on 9/18/23

MEETING ITEM	ITEM 09-23 Recommend to Common Council the Approval of the State/Municipal Agreement for STH 59 (Greenfield Ave.) from Brookfield Rd. to 124th St
COUNCIL MOTION	This item was approved by the Board of Public Works I hereby make a motion to approve this item as presented.

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: STH 59 (Greenfield Ave.)

LOCATIONS: Brookfield Rd. to 124th St.

REQUEST: Approval of the State/Municipal Agreement for Pavement replacement on STH 59 (Greenfield Ave.) from Brookfield Rd. to 124th St.

D.C.D. RECOMMENDATION: Recommend to the Common Council the approval of the State/Municipal Agreement for the Pavement Replacement project funding in an amount of \$572,500, which is 12.5% municipal funding cost share.

DETAILS IN ATTACHED STAFF REPORT

1. In December of 2000, The City of New Berlin signed a Connecting Highway Agreement with the Wisconsin Department of Transportation for STH 59 from 124th St. to Georges Ave. This agreement transfers maintenance responsibility to the City for the southern portion of STH 59 as allowed by Section 86.32(1) of the Wisconsin State Statute. The City of Brookfield is responsible for the northern portion of STH 59.
2. In April of 2009, the City of New Berlin signed a Connecting Highway Agreement with the Wisconsin Department of Transportation for STH 59 from Georges Ave. to Norwood Dr./Brookfield Rd. upon completion of the roadway expansion project.
3. On May 17, 2023, the Wisconsin Department of Transportation (WisDOT) officially notified the City of New Berlin that a design project for the pavement replacement has been approved for project scoping and design of which the City of New Berlin and Brookfield would be responsible for 25% of the design costs split 50/50.
4. The existing pavement is starting to show signs of distress. With construction planned in 2029, the pavement would be almost 30 years old and reaching the end of its life cycle.
5. The proposed improvement is to replace the pavement at full depth, make curb and gutter repairs as necessary, Stormwater infrastructure improvements as necessary, and other appurtenances needed for the 4.09 mile section of STH 59.
6. The total design, real estate and construction cost of the roadway is estimated at \$34,120,000, of which the Federal/State funds would cover 75% of the design, 100% of the real estate, and 100% of the participating construction costs. Any non-participating construction costs would be 100% City funded. (ie. Lights, parking lanes, City owned utility improvement, etc.).

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

Meeting of September 18th, 2023

SMA for STH 59 – Brookfield Rd. to 124th St.

DATE STAFF REPORT CREATED: September 13, 2023

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT:

DESIGN CONSULTANT: WisDOT.

FISCAL IMPACT:

Design Costs
\$3,375,000 Federal/State Funds (75%)
\$ 562,500 Brookfield Municipal Funds (12.5%)
\$ 562,500 New Berlin Municipal Funds (12.5%)
\$4,500,000 Total Design Cost

Real Estate Costs
\$ 600,000 Federal/State Funds (100%)

Construction Costs
\$29,000,000 Federal/State Funds (100% Participating costs)
\$ 10,000 Brookfield Municipal Funds (100% Non-Participating Costs)
\$ 10,000 New Berlin Municipal Funds (100% Non-Participating Costs)
\$29,020,000 Total Construction Cost

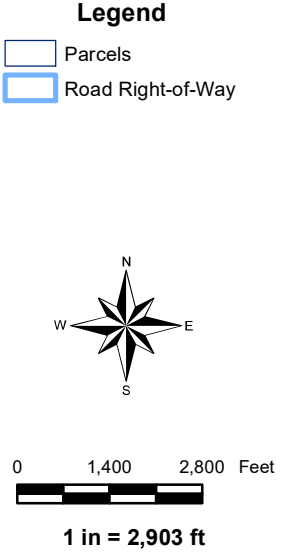
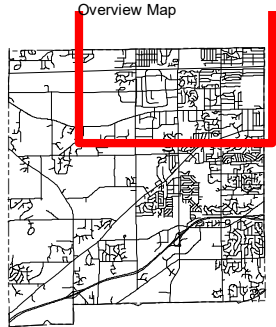
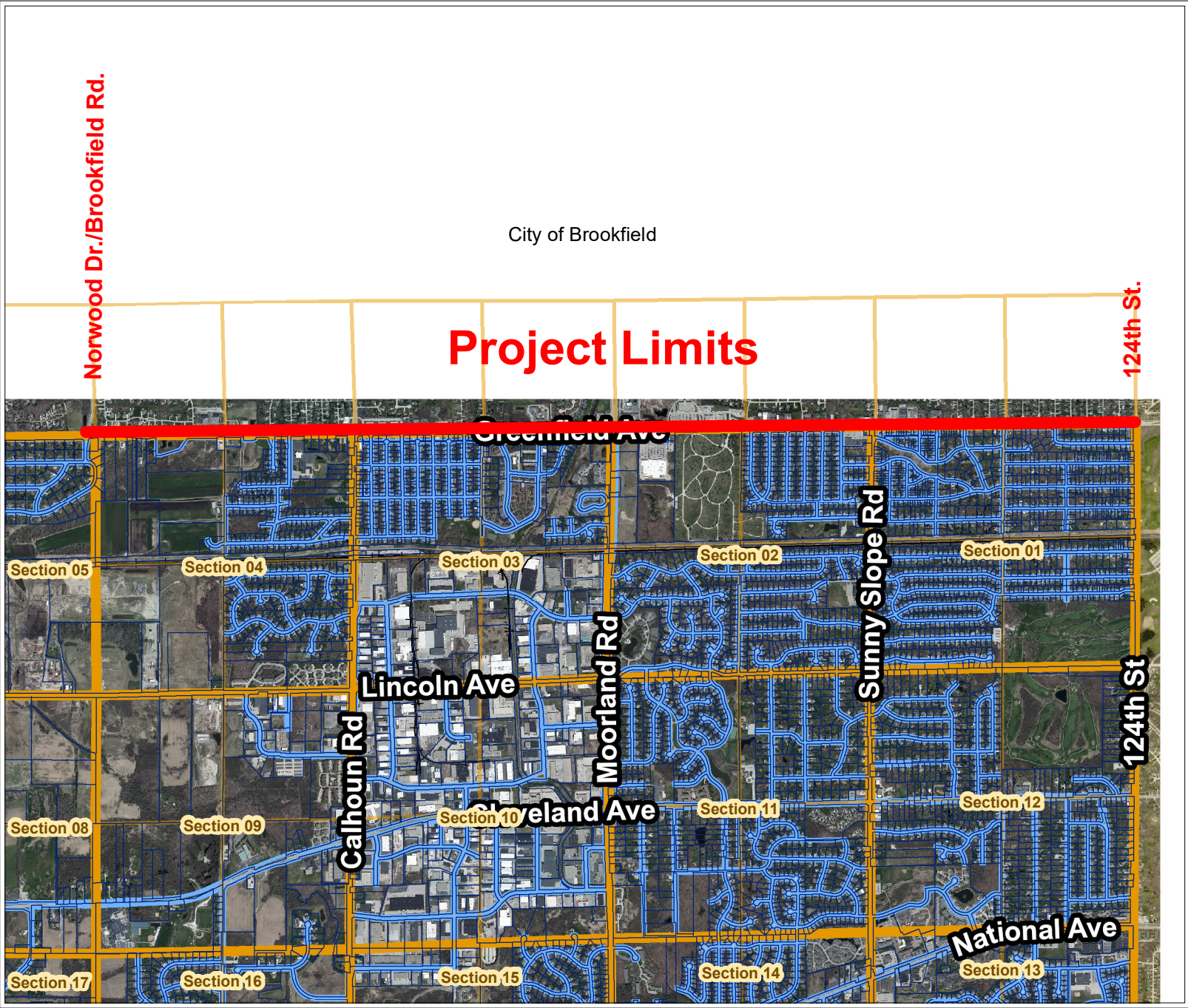
SOURCE OF FUNDS: 2024 CIP Budget Request

BACKGROUND INFORMATION: Copies of the Connecting Highway Agreements are available upon request from the Engineering Department.

D.C.D. RECOMMENDATION: Recommend to the Common Council the approval of the State/Municipal Agreement for the Pavement Replacement project funding in an amount of \$572,500, which is 12.5% municipal funding cost share.

Attachments: State/Municipal Agreement for State-Let Highway Project
Location Map

LOCATION MAP





**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 15, 2023
 I.D.: 2230-15-02/23/72
 Road Name: STH 059
 Title: C NEW BERLIN/BRKFLD, GREENFIELD
 AVE
 Limits: S BROOKFIELD RD TO 124TH ST
 County: Waukesha
 Roadway Length: 4.09 miles

The signatory **City of New Berlin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement of a connecting highway

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Brookfield Funds	% *	New Berlin Funds	% *
Preliminary Engineering: Plan Development	\$ 4,500,000	\$ 3,375,000	75%	\$ 562,500	12.5%	\$ 562,500	12.5%
Real Estate Acquisition: Acquisition	\$ 600,000	\$ 600,000	100%	\$ -	0%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%		100%	\$ -	100%
Construction: Participating	\$ 29,000,000	\$ 29,000,000	100%		0%	\$ -	0%
Non-Participating	\$ 20,000	\$ -	0%	\$ 10,000	100%	\$ 10,000	100%
Total Cost Distribution	\$ 34,120,000	\$ 32,975,000		\$ 572,500		\$ 572,500	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and

conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of New Berlin (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the

time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) This line intentionally left blank
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
- (a) Funding for preliminary engineering for a connecting highway 75% State, 12.5% Brookfield, 12.5% New Berlin based on the Department's policy for connecting highways.
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.

(d) Funding for construction of standard roadway items – 100% State.

(e) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



Motion Sheet

Date: 9/26/23

To: Common Council, Mayor Ament & Ald. Harenda

From: Sherri L. Hanson, Deputy City Clerk

Re: Item(s) requiring Council action from the Utility Committee held on 9/26/23

MEETING ITEM	UT 10-23 Recommend the Common Council approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.
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COUNCIL MOTION	This item was approved by the Utility Committee I hereby make a motion to approve this item as presented.
-----------------------	--

MEETING ITEM	UT 10-23 Recommend the Common Council approve the agreement between the Utility Committee and John and Karen Emauele, address 16235 W Hansen Dr. New Berlin to hook-up to municipal water and sewer including applicable fees associated with these connections.
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COUNCIL MOTION	This item was approved by the Utility Committee I hereby make a motion to approve this item as presented.
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MEETING ITEM	
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COUNCIL MOTION	
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MEETING ITEM	
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COUNCIL MOTION	
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MEETING ITEM	
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COUNCIL MOTION	
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STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Sanitary Sewer Main Connection Policy

LOCATION: City Wide

REQUEST:
To approve the Sanitary Sewer Main Connection policy.

UTILITY MANAGER RECOMMENDATION:

Recommend the Common Council to approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT**

Sanitary Sewer Main Hook-up Policy

DATE STAFF REPORT CREATED: September 18, 2023

CUSTOMER/PROJECT NAME: Sanitary Sewer Main Connection Policy

ISSUE/DESCRIPTION OF PROJECT:

To approve the Sanitary Sewer Main Connection policy.

REQUESTED ACTION:

Recommend the Common Council to approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.

FISCAL IMPACT: None

SOURCE OF FUNDS: None

RATIONAL:

This policy will allow hardship cases to hook up to the city sanitary sewer if it exists on an adjacent side property line.

Attachments: Policy

City of New Berlin Utility Policy	TITLE: Sanitary Sewer Main Connection Policy
AUTHORIZATION DATE: _____	LAST UPDATE:
POLICY SOURCE: Utility Committee on behalf of Sewer Utility	SCOPE: Applies to all applications for sanitary sewer connections
Reviewed by City Attorney: Mark Blum on _____, 2023	Board/Commission Approval: Reviewed by Utility Committee and Common Council: _____, 2023

General

The City of New Berlin operates a sanitary sewer utility, which connects sewage within the City of New Berlin service area and conveys it to the Milwaukee Metropolitan Sewage District for transmission and treatment.

Scope & Application

The provisions of this Policy shall apply to all applications for sanitary sewer connections where the property is not on an existing sanitary sewer line.

Policy

1. Pursuant to Section 267-7 of the City of New Berlin Municipal Code, all buildings used for human habitation and located adjacent to a sanitary sewer main shall connect to the main within one year from the date of notice from the City Engineer or its designee that such sewer main has been installed and is available for service.
2. In determining whether a property is adjacent to a sanitary sewer main, the City has used the street address of each property to determine if the sewer main is adjacent to the property. Notwithstanding the foregoing, there are properties where there are buildings used for human habitation which have more than one street footage; typically because the property is located on a corner between two City streets. In those instances where the street address is on the street for which there is no sanitary sewer main, the City has not required or permitted connection despite the fact that there may be a main on the street adjacent to the side frontage of the property. The City recognizes that there may be a need from time to time for such corner lots to seek approval for connection to the City sanitary sewer system where the property has adjacent side frontage along a roadway which contains a sanitary sewer main. In such circumstances, the City will consider an application from the property owner if the property is able to reasonably establish to the satisfaction of the City Utility Committee and Common Council that it is experiencing a

hardship situation and thus, that connection to the City sanitary sewer system is the property owner's only viable option. In order to establish such hardship, the property owner shall supply written documentation to the City, including a statement from a licensed sewer contractor, that the current, private, on-site waste treatment system is not functional and cannot be repaired. Additionally, due to site conditions, such as site typography, natural features or proximity to other structures or lot lines, it is not reasonably possible to construct a new private, onsite waste treatment system to serve the property. The property owner must also supply confirmation from the Waukesha County Department of Health that the existing system has failed, is not repairable and they are not willing to approve the construction of a private, onsite waste treatment system to serve the property.

3. In those situations where the afore described hardship is deemed to exist, the City will agree to connect a private residential property to its sanitary sewer system, provided that the property owner pays a connection charge in accordance with Section 267-4 of the City Code, and that it abides by all requirements of the City Sewer Utility and State Building Code regarding the method of connection.
4. The agreement between the property owner and the City shall be approved by action of the Common Council.

This policy was reviewed and approved by action of the City of New Berlin Utility Committee on the ____ day of _____, 20__ as evidenced by their signatures hereon. Two signed originals of this policy have been generated. One original is maintained in the Mayor's Office, the second original is maintained in the City Clerk's Office. An electronic copy will be made available on the Employee Intranet. The policy may only be modified with the written approval of the President of the Utility Committee and the Utility Manager.

Kenneth Harenda, President
Utility Committee

Jim Hart, Utility Manager

STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: City Water and Sewer Hook-up

LOCATION: 16235 W. Hansen

REQUEST:

Approve the Emanuele residence to hook up to the City's municipal water and sewer system.

UTILITY MANAGER RECOMMENDATION:

Recommend the Common Council approve the agreement between the Utility and John and Karen Emanuele to hook up to municipal water and sewer including applicable fees associated with these connections.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT**

Emanuale Water & Sewer Hook-up

DATE STAFF REPORT CREATED: September 18, 2023

CUSTOMER/PROJECT NAME: City water and sewer hook-up

ISSUE/DESCRIPTION OF PROJECT:

Approve the Emanuele residence to hook up to the City's municipal water and sewer system.

REQUESTED ACTION:

Recommend the Common Council approve the agreement between the Utility and John and Karen Emanuele to hook up to municipal water and sewer including applicable fees associated with these connections.

FISCAL IMPACT: None

SOURCE OF FUNDS: None

RATIONAL:

The homeowners have a failing septic system and have requested to connect to municipal services due to the county not allowing another septic system on their property. (See attached email.)



John Emanuele <johnbuck34.3@gmail.com>

FW: Customer request

1 message

Todd Stair <todd@herrcorp.com>

Mon, Jul 24, 2023 at 5:32 PM

To: John Emanuele <johnbuck34.3@gmail.com>

Skylar's response below:

From: Skylar Behm <sbehm@waukeshacounty.gov>**Sent:** Monday, July 24, 2023 2:46 PM**To:** Todd Stair <todd@herrcorp.com>**Subject:** RE: Customer request

Todd,

Waukesha County Code **requires** a property to be connected to sewer, if available, when there is an existing failing private septic system. Below is a screenshot of the relevant section of County Code:

Sec. 14-584 Public Sewer Connection.

Every building intended for human habitation or occupancy, for which public sewer is deemed available, shall be connected to the public sewer by means of individual connections or private interceptor mains. The local municipality, sanitary or utility district having jurisdiction, shall make a determination regarding sewer availability. Existing failing private sewage systems as defined in 145.245 Wisconsin Statutes shall be ordered to connect to public sewer if deemed available by the local municipality.

I do recall talking to Emanuele and explaining this section of code (to clarify, it is not a preference, it is a code requirement). Hopefully this email/code reference suits his needs. Please let me know if not!

Thank you and have a great day,



Skylar Behm

Environmental Health Supervisor

Department of Parks and Land Use

Phone: 262.896.8300

www.waukeshacounty.gov

John Grand

16235 W Hansen Dr.

**SANITARY SEWER
CONNECTION AGREEMENT**

Document Number

Title of Document

The property affected by this Agreement is legally described as follows:

Lot 4 in Block 8 in Top-O-Hill Addition, being a subdivision of part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Town 8 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin.

Property Address: 16235 West Hansen Drive
New Berlin, WI 53151

Record this document with the Register of Deed.

Name and Return Address

Atty. Mark G. Blum
PO Box 766
Waukesha, WI 53187-0766

NBC 1212 165

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum,
Schmitzer & Fabian, S.C.
720 Clinton St., PO Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
Email: mblum@hrblawfirm.com

SANITARY SEWER AND WATER CONNECTION AGREEMENT

This Sanitary Sewer and Water Connection Agreement is made and entered into this ____ day of _____ 2023 by and between JOHN EMANUELE and KAREN EMANUELE (hereinafter referred to as "Property Owner") and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the "City").

WHEREAS, Property Owner is the owner of property located at 16235 West Hansen Drive in the City of Berlin, Waukesha County, Wisconsin, 53151 (hereinafter referred to as the "Property"); and

WHEREAS, said Property is at the intersection of Top-O-Hill Drive and Hansen Drive; and

WHEREAS, the Property is served by a private, on-site waste treatment system which has failed; and

WHEREAS, despite the fact the Property does not have frontage on a roadway with City sewer service, a City sanitary sewer main does run adjacent to the side frontage of the Property along Top-O-Hill Drive; and

WHEREAS, the Property Owner seeks approval from the City to connect the Property to the City of New Berlin Sanitary Sewer System; and

WHEREAS, the City acknowledges that the Property Owner is facing a hardship given the inability to be able to construct a new private, on-site waste treatment system within the rules for Waukesha County and therefore, the City is desirous of providing such sanitary sewer service under the terms and conditions set forth in this Agreement.

WHEREAS, the Property is current served by a private well; however, a City of New Berlin water main is available in the public right-of-way on Top-O-Hill Drive; and

WHEREAS, the Property Owner is desirous of connecting to the City water main concurrent with the connection to the City sanitary sewer main; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The recitals set forth above are incorporated herein as part of this Agreement.
2. The Property Owner seeks approval from the City to connect to the City sanitary sewer system, as well as the City water system, and the City agrees to allow for such connection under the terms and conditions set forth herein.
3. The Property Owner will connect to the City sanitary sewer system and the City's water main in accordance with the requirements of the City of New Berlin Sewer and Water Utilities, the State of Wisconsin Plumbing Code and the requirements of the State of Wisconsin Public Service Commission ("PSC").

4. The Property Owner agrees to abide by the terms of the New Berlin Municipal Code Section 267, as well as the City of New Berlin Rate Tariff with the PSC and all rates approved by the PSC, as well as other assessments as may be charged from time to time as approved by the PSC.
5. The Property Owner agrees to abide by the terms of New Berlin Municipal Code Section 267-3 and will pay sanitary sewer rates and charges as determined by the City and/or such other charges as are imposed by the Milwaukee Metropolitan Sewage District, which include a service charge, user charge and a connection charge.
6. The Property Owner agrees to comply with all rules of the City of New Berlin Sewer Utility and the Milwaukee Metropolitan Sewage District with regard to the use of the City of New Berlin sewer system and the Milwaukee Metropolitan Sewage District.
7. The Property Owner agrees to comply with all rules of the City of New Berlin Water Utility and the PSC with regard to the use of the City of New Berlin water system.
8. The Property Owner acknowledges that the cost for the installation of the sanitary sewer main that currently exists in the Top-O-Hill right-of-way was constructed during the 1970s and a special assessment was levied against all properties with addresses along Top-O-Hill Drive on a front foot basis. The Property Owner agrees to pay a one-time connection charge to reimburse the New Berlin Sanitary Utility for the construction of the sanitary sewer main to which it is connecting and the carrying costs for that construction in a total amount of \$6,000.00.
9. The Property Owner acknowledges that the cost for the installation of the water main that currently exists in the Top-O-Hill right-of-way was constructed during the 1970s and a special assessment was levied against all properties with addresses along Top-O-Hill Drive on a front foot basis. The Property Owner agrees to pay a one-time connection charge to reimburse the New Berlin Water Utility for the construction of the water main to which it is connecting and the carrying costs for that construction in a total amount of \$2,600.00.
10. Property Owner and the City agree these costs will be paid for on an installment basis, with the initial payment being due October 31, 2024 and on the same date of each year thereafter for a total of 8 years with an interest rate of 5.3%. Said repayment amortization is attached and needs the approval of the Common Council.
11. The Property Owner agrees to enter into a note and mortgage in favor of the City of New Berlin in a form acceptable to the city contemporaneous with the execution of this Agreement. There shall be no prepayment penalty on the payment of this note.
12. The Property Owner agrees to abandon its current well in accordance with the requirements set forth in New Berlin Municipal Code Section 267-9, and to have that abandonment inspected and approved by the City. The Property Owner acknowledges that upon connection to the City water service, they are prohibited from disconnecting from the municipal water service and returning to private well use at a later date pursuant to New Berlin Municipal Code Section 267-9(c)(6).
13. The Property Owner acknowledges that they are required to follow all Utility Service Standards established under New Berlin Municipal Code Section 267, together with any requirements established by the Wisconsin Plumbing Code and PSC. The Property Owner further agrees to install all measures as required by the City to prevent cross-connection. The Property Owner agrees to allow for inspections of their connection to the City water system to ensure that cross-

connection has not occurred, which inspections are as provided for under New Berlin Municipal Code Section 267-8(c).

14. The Property Owner agrees to install the sanitary sewer lateral in a manner that prevents storm water from entering the City sanitary sewer system as required under Section 267-14 of the City Code.
15. Upon payment of the connection fees referenced above, the City will approve the connection to the City sanitary sewer system and the City water main.
16. The Property Owner will provide the City with plans identifying the manner in which it intends to connect to the City sanitary sewer system, as well as plans for connection to the City water system, which plans must be approved by the City Engineer and the City Utility Manager before construction will be permitted to begin. The Property Owner further acknowledges the City will require a Road Cut Permit to allow for the construction within the City right-of-way and that the Road Cut Permit includes the requirements of the posting of a surety in the amount of \$5,000.00 to cover any expenses which may be incurred by the City to repair damage caused by the Property Owner or its contractor in working on/in the City right-of-way, which surety shall be in a form satisfactory to the City. Said surety will remain in effect until the conclusion of the City's moratorium on construction within its right-of-way due to the repaving of Top-O-Hill Drive in 2022. Assuming there is no damage for which the City may make a claim under this surety, the surety will be released by September 1, 2027. The Property Owner acknowledges that the existence of the surety does not mean that the Property Owner's sole obligation to the City in the event of damage would be limited to the amount of the surety and, in fact, the Property Owner agrees to hold the City harmless against any damages, claims or expenses which the City may incur as a result of the work performed in the City right-of-way by the Property Owner and/or its contractor.
17. The Property Owner acknowledges that the requirements for making the road cut into Top-O-Hill Dr. will be established by the City Engineer and that the Property Owner will ensure that their contractor will follow all such conditions.
18. This Agreement represents 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.
19. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
20. This Agreement may be signed in counterparts, each counterpart of which will be collectively considered the original.

[Signature Page To Follow]

PROPERTY OWNER:

PROPERTY OWNER:

John Emanuele

Karen Emanuele

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2023, the above-named John Emanuele and Karen Emanuele to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

CITY:
City of New Berlin

CITY:
City of New Berlin

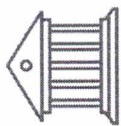
By: _____
David Ament, Mayor

By: _____
Jim Hart, Utility Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2023, the above-named David Ament and Jim Hart to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: _____



Loan Amortization Schedule

Enter Values

Loan amount	\$8,600.00
Annual interest rate	5.30%
Loan period in years	8
Number of payments per year	1
Start date of loan	10/31/2023

Assessment Summary

Scheduled payment	\$1,346.79
Scheduled number of payments	8
Actual number of payments	9
Total early payments	\$0.00
Total interest	\$2,174.32

Optional extra payments

\$0.00

MUNICIPALITY

City of New Belrin

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/31/2024	\$8,600.00	\$1,346.79	\$0.00	\$1,346.79	\$890.99	\$455.80	\$7,709.01	\$455.80
2	10/31/2025	\$7,709.01	\$1,346.79	\$0.00	\$1,346.79	\$938.21	\$408.58	\$6,770.80	\$864.38
3	10/31/2026	\$6,770.80	\$1,346.79	\$0.00	\$1,346.79	\$987.94	\$358.85	\$5,782.86	\$1,223.23
4	10/31/2027	\$5,782.86	\$1,346.79	\$0.00	\$1,346.79	\$1,040.30	\$306.49	\$4,742.56	\$1,529.72
5	10/31/2028	\$4,742.56	\$1,346.79	\$0.00	\$1,346.79	\$1,095.43	\$251.36	\$3,647.12	\$1,781.08
6	10/31/2029	\$3,647.12	\$1,346.79	\$0.00	\$1,346.79	\$1,153.49	\$193.30	\$2,493.63	\$1,974.37
7	10/31/2030	\$2,493.63	\$1,346.79	\$0.00	\$1,346.79	\$1,214.63	\$132.16	\$1,279.00	\$2,106.54
8	10/31/2031	\$1,279.00	\$1,346.79	\$0.00	\$1,279.00	\$1,211.22	\$67.79	\$0.00	\$2,174.32



Motion Sheet

Date: 9/26/23

To: Common Council, Mayor Ament & Ald. Horbinski

From: Sherri L. Hanson, Deputy City Clerk

Re: Item(s) requiring Council action from the Parks, Building & Grounds Commission held on 9/11/23

MEETING ITEM	Recommendation to Common Council to Award Malone Park Lighting Upgrade Project
COUNCIL MOTION	This item was approved by the Parks, Building & Grounds Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	Recommendation to Common Council to Award Safety Building Foundation Grading Project
COUNCIL MOTION	This item was approved by the Parks, Building & Grounds Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	Recommendation to Common Council to Approve Resolution 23-22 transferring funds from the Malone Park Lighting CIP Account to the Safety Building Foundation CIP Account
COUNCIL MOTION	This item was approved by the Parks, Building & Grounds Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	



REQUESTED ACTION STATEMENT

DATE: September 6, 2023

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Radomski – Director of Public Works

ISSUE: Malone Park Diamond #4 and #5 Lighting Upgrade

REQUESTED:

Recommend Council to award the Malone Park Diamond #4 and #5 Lighting project to the lowest, responsive and responsible bidder, Pieper Electric, Inc.

FISCAL IMPACT:

Monies to come from the Lighting – Malone Park CIP Account #04252900-61127-C2023 for the contract amount of \$561,660 with a 15% Contingency of \$83,340 for a total construction cost of \$650,000.

RATIONALE:

Pieper Electric, Inc. was the lowest, responsive and responsible bidder.

Malone Park Lighting

Company	Base Bid	Alternative 1	Alternative 2	Alternative 3	Alternative 4
Wil-Surge	\$548,354.00	13821	15320	11211	10824
J. Miller Electric	\$596,900.00	11600	10500	24600	18000
Pieper Electric	550000	4950	5695	6710	

Alternate 1	Landscaping Provided by Contractor
Alternate 2	Stainless Steel Cabinet
Alternate 3	Tracking Pads
Alternate 4	Removal of Existing Poles

Malone Park Diamonds #4 and 5 Lighting Replacement
Project #BG2023 - 8
16400 W. National Ave., New Berlin, WI 53146

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 10% 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 Lighting Upgrades
City Clerks Office
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 10:00 a.m. on September 6, 2023. 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 10:00 a.m. on September 6, 2023 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We Pieper Electric, Inc. ~~(a partnership)~~
~~(an individual)~~
(Cross out inapplicable)
Of 5477 S. Westridge Court, New Berlin, Waukesha, WI 53151
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). 0 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:

Five hundred and fifty thousand Dollars (\$ 550,000.00)

6. ALTERNATE BID "1"

Alternate Bid "1" includes all expenses to provide finished landscaping for the project as described.

Add to Base Bid the

Four thousand nine hundred and fifty Dollars (\$ 4,950.00)

7. ALTERNATE BID "2"

Alternate Bid "2" includes all expenses to provide a stainless steel cabinet in lieu of a steel cabinet as described.

Add to Base Bid the

Five thousand six hundred and ninety five Dollars (\$ 5,695.00)

8. ALTERNATE BID "3"

Alternate Bid "3" includes all expenses to tracking pads for the movement of the crane during construction as described.

Add to Base Bid the

Six thousand seven hundred and ten Dollars (\$ 6,710.00)

9. ALTERNATE BID "4"

Alternate Bid "4" includes all expenses to provide for the removal of the existing poles.

Add to Base Bid the

No Change (per direction of customer) Dollars (\$ 0)

10. 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.

11. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than September 13, 2023 with a Project commencement of September 25, 2023, can you complete the Work in compliance with the requirements of the Contract Documents by March 15, 2024, in full cooperation and coordination with other Contractors, if any.
Yes X 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.

12. 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 Pieper Electric, Inc.

BY SIGNATURE Dale Breien

TITLE Department Supervisor

DATED 9/5/23

TELEPHONE 262-281-4964

FAX NBR 414-462-6667

EMAIL ADDRESS: dale.breien@pieperpower.com

If a corporation, answer the following:

Incorporated under laws of what state? Wisconsin

SEAL Pieper Electric, Inc. (If Bid is by Corporation)

Project Name	City of New Berlin Malone Park Ball Diamond Lighting
HECL Project No.	19-1011.22
Owner Project No.	BG2023-8

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 27 26	Wiring Devices
26 28 16	Safety Switches, Circuit Breakers, & Fuses
26 56 29	Exterior Site Lighting (Athletic)

INVITATION TO BID

Project: **BG-2023-8**
Malone Park Diamonds 4 & 5 Lighting Replacement
16400 W. Al Stigler Dr.
New Berlin, WI 53151

1. Bids will be prepared in accordance with Contract Documents prepared by Harwood Engineering Consultants, Ltd. Phone 414-475-5554, 255 N. 21st St., Milwaukee, WI 53233.
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 10:00 a.m. CST/CDT on September 6, 2023. (Reference Bid Form, Item 2)
3. Bids will be publicly read at 10:00 a.m. on September 6, 2023 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 ten percent (10%) 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 August 16, 2023. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #8625901 – Bid/RFP Listing. Documents will 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 August 29, 2023 at 10:00 AM. Meeting location is at the Malone Park parking lot located near the Tennis Courts located at 16400 W. Al Stigler Rd, New Berlin, WI 53151. **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.

Malone Park Diamonds #4 and 5 Lighting Replacement
Project #BG2023 - 8
16400 W. National Ave., New Berlin, WI 53146

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 10% 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 Lighting Upgrades
City Clerks Office
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 10:00 a.m. on September 6, 2023. 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 10:00 a.m. on September 6, 2023 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 (\$ _____)

6. ALTERNATE BID "1"

Alternate Bid "1" includes all expenses to provide finished landscaping for the project as described.

Add to Base Bid the

_____ Dollars (\$ _____)

7. ALTERNATE BID "2"

Alternate Bid "2" includes all expenses to provide a stainless steel cabinet in lieu of a steel cabinet as described.

Add to Base Bid the

_____ Dollars (\$ _____)

8. ALTERNATE BID "3"

Alternate Bid "3" includes all expenses to tracking pads for the movement of the crane during construction as described.

Add to Base Bid the

_____ Dollars (\$ _____)

9. ALTERNATE BID "4"

Alternate Bid "4" includes all expenses to provide for the removal of the existing poles.

Add to Base Bid the

_____ Dollars (\$ _____)

10. 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.

11. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than September 13, 2023 with a Project commencement of September 25, 2023, can you complete the Work in compliance with the requirements of the Contract Documents by March 15, 2024, 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.

12. 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 #4 AND 5 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, Policy Endorsements, bid, payment and performance bonds 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, services 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 15, 2024, and completed and ready for final acceptance and payment in accordance with this Agreement on or before April 1, 2024, 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 \$250.00 (two hundred fifty 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 thereof 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 and this 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 and services 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 on a primary and non-contributory basis 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 hereunder 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 and 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]

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.

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 Field #4 and #5.

Some of the project highlights include:

- Remove and demolish existing concrete bases 2 feet below grade along with and associated electrical conduit and wiring. As part of an alternate bid, include the removal of the existing sports lighting poles.
- Provide wiring and all associated lighting to provide sports lighting for Diamond #4 and #5.
- Reuse existing electrical panel located in the fenced in areas. New controls shall be located within the existing enclosure.
- Provide a 20A/1P (480V) circuit and (2) 1" empty conduitS for controls to the outfield for a future scoreboard. Final location shall be coordinated with the owner prior to rough-in. Typical of 2 locations.

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 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. As part of an add alternate bid, provide track pads for equipment. i.e. crane or other large equipment.

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 Division 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. Pole bases shall be removed 2 feet below finished grade.
- 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. 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.
- E. All conductors terminated with crimp type devices must be stranded.
- F. 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. As part of alternate bid, provide a cost to perform this work.
- E. Conduits under the field are allowed with prior approval from the owner. They should be directionally bored but must avoid irrigation lines and if hit, contractor to have them repaired by irrigation contractor.

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 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 white-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: 480 Volt, 3 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 SystemTM with TLC for LEDTM 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

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



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 8886, COVER SHALL BE WEATHERPROOF, WHILE-IN-USE TYPE, METALLIC WITH PAD LOCK HOLES, HUBBELL WP SERIES. GROUND WIRES SHALL NOT BE READILY ACCESSIBLE.



DUPLEX RECEPTACLE - MOUNTED 18" AFF.



DUPLEX RECEPTACLE - GROUND FAULT CIRCUIT INTERRUPTER TYPE.



DUPLEX RECEPTACLE - WEATHER PROOF.



POLE MOUNTED SPORTS LIGHT FIXTURE



LOCAL SWITCH, SINGLE POLE - MOUNTED 48" AFF.



LOCAL SWITCH, SINGLE POLE - 3-WAY.



LOCAL SWITCH, SINGLE POLE - 4-WAY.



DISCONNECT SWITCH.



DISCONNECT SWITCH - FUSIBLE.



ELECTRICAL DISTRIBUTION PANEL - NEW



GROUND



TRANSFORMER



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.

Panel Designation		FIELD 4		Location		Outside								
480Y/277		Volts		3Ø		4-wire		MCB	SURFACE	A.I.C.	18	100	AMPS	
REMARKS														
CKT No	KVA/ Pole	Description	A	B	C	Description	KVA/ Pole	CKT No						
1	1.6	POLE A3b	20/3	3.9		20/3	POLE B3c	2.4						
3	1.6			3.9				2.4						
5	1.6				3.9				2.4					
7	1.7	POLE A3c	20/3	3.6		20/3	POLEP C3	1.9						
9	1.7				3.6				1.9					
11	1.7							3.6		1.9				
13	2.4	POLE B3b	20/3	4.3		20/3	POLE C4	1.9						
15	2.4				4.3				1.9					
17	2.4							4.3		1.9				
KVA SUB TOTALS				11.9	11.9	11.9								
KVA CONNECTED =				35.6			KVA DEMAND =		35.6					
AMP CONNECTED =				42.9			AMP DEMAND =		42.9					
TUB TOTAL														
KVA CONNECTED =				35.6			KVA DEMAND =		35.6					
AMP CONNECTED =				42.9			AMP DEMAND =		42.9					
KVA X 1.25 =				44.5			KVA X 1.25 =		44.5					

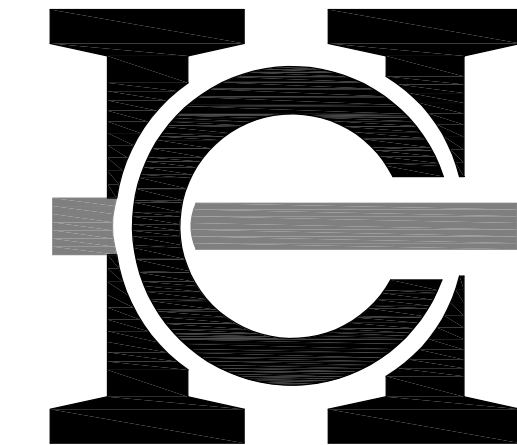
Panel Designation		FIELD 5		Location		Outside				
480Y/277		Volts		3Ø		4-wire MCB SURFACE A.I.C. 18 100 AMPS				
REMARKS										
CKT No	KVA/ Pole	Description	A	B	C	Description	KVA/ Pole	CKT No		
1	1.7	POLE A6	20/3	3.6		20/3	POLE C5	1.9	2	
3	1.7			3.6				1.9	4	
5	1.7				3.6				1.9	6
7	2.4			4.3					1.9	8
9	2.4	POLE B6	20/3	4.3		20/3	POLEP C6	1.9	10	
11	2.4				4.3				1.9	12
13	0.5	SCOREBOARD F4	20/1	0.5		20/3	Spare		14	
15	0.5	SCOREBOARD F5	20/1	0.5					16	
17									18	
KVA SUB TOTALS			8.4	8.4	7.9					
KVA CONNECTED =			24.8			KVA DEMAND =	23.8			
AMP CONNECTED =			29.9			AMP DEMAND =	28.7			
TUB TOTAL										
KVA CONNECTED =			24.8			KVA DEMAND =	23.8			
AMP CONNECTED =			29.9			AMP DEMAND =	28.7			
KVA X 1.25 =			31.0			KVA X 1.25 =	29.7			

ELECTRICAL DRAWING ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	I	INSTALLED
AF	AMP FUSE	IU	INTEGRAL TO UNIT
AFC	AVAILABLE FAULT CURRENT	KW	KILOWATT
AFB	ABOVE FINISHED FLOOR	LAY	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	NU	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	ELECTRICAL CONTRACTOR	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	GYPSUM BOARD	W	WIRED
HOA	HAND-OFF-AUTO SELECTOR SWITCH	WP	WEATHERPROOF
HP	HORSEPOWER	XFMR	TRANSFORMER

GENERAL RENOVATION/DEMOLITION NOTES:

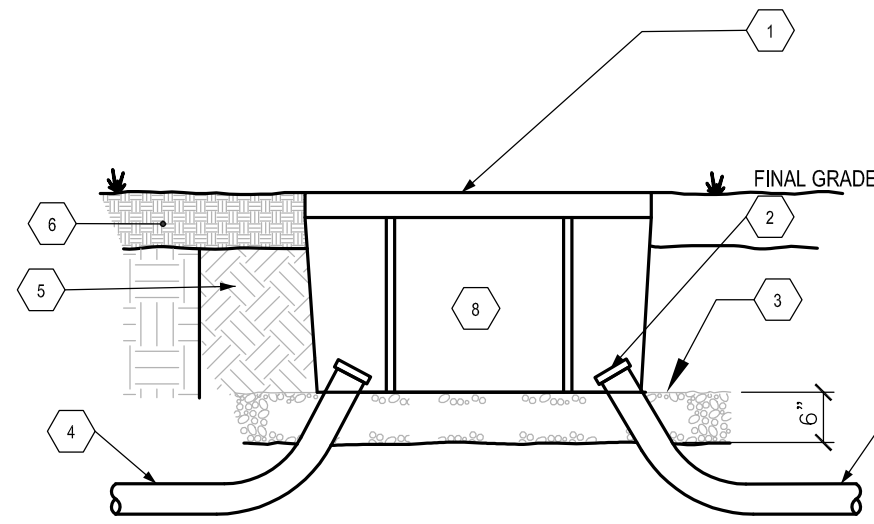
- ELECTRICAL DRAWINGS ARE BASED ON THE BEST INFORMATION AVAILABLE. WORK SHOWN REFLECTS INFORMATION SHOWN ON AS-BUILT PLANS AND FIELD OBSERVATIONS. IT IS NOT GUARANTEED 100% ACCURATE. THIS CONTRACTOR MUST FIELD VERIFY CONDITIONS AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA COSTS TO THE PROJECT TO SUIT ACTUAL NEEDS.
- THE CONTRACTOR SHALL REWIRE/REROUTER/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 CONCERNING EXISTING EQUIPMENT IN OPERATIVE SHALL BE HELD TO A MINIMUM. 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.C. 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 2 FEET BELOW FINISHED GRADE.
- ALL EXTERIOR UNDERGROUND CONDUIT SHALL BE HDPE "HIGH DENSITY POLYETHYLENE CONDUIT" PER ARTICLE 363. 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.



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Revisions



1 GROUND MOUNTED PULL BOX
NO SCALE

2 NOTES:

- PROVIDE A JUNCTION FOR ALL BRANCH CIRCUITS NEAR THE BLEACHER AREA. ELECTRICAL HANDHOLE SHALL BE QUARTZ OPEN BOTTOM AND COVER GASKETED WITH (2) STAINLESS STEEL PENTA HEAD BOLTS. COVER SHALL BE MARKED "ELECTRIC" LOAD RATINGS = MISC 3/8, ASTM C 857, ANSIS/ICE 77-11020K". VERIFY EXACT LOCATION OF PULL BOX IN FIELD. DO NOT INSTALL IN PAVEMENT OR CONCRETE (GRASSY AREAS OK).
- EXTEND CONDUITS A MINIMUM OF 6" ABOVE HAND HOLE BOTTOM.
- 1" COMPACT BASE COURSE AGGREGATE.
- CONDUIT AS INDICATED ON DRAWINGS.
- COMPACTED SAND BACKFILL AROUND ENTIRE PERIMETER OF HAND HOLE 6".
- 6" TOPSOIL.
- INSTALL 18" MINIMUM WIRING LOOP IN ALL HAND HOLES.
- THERE SHALL BE NO SPLICES WITHIN HANDHOLE.
- PROVIDE (2) SLOT COVER HOOKS AND TURN OVER TO OWNER.

Sheet

LIGHTING FIXTURE SCHEDULE
AND NOTES

Project

MALONE - PARK BALL DIAMOND
LIGHTING #4 AND #5

Date

August 11, 2023

Project No.

19-1011.22

Sheet No.

EL

SHEET INDEX

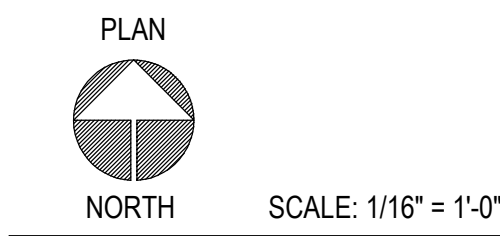
EL	LIGHTING FIXTURE SCHEDULE AND NOTES
ES1.0	ELECTRICAL SITE PLAN - DIAMOND #4
ES1.1	ELECTRICAL SITE PLAN - DIAMOND #5
E1.0	RISER DIAGRAM AND DETAILS



- PLAN NOTES:**
1. DEMOLISH EXISTING POLES INCLUDING CONCRETE BASES. BASES SHALL BE DEMOLISHED A MINIMUM OF 2' BELOW GRADE.
 2. APPROXIMATE LOCATION OF FUTURE SCOREBOARD. PROVIDE A 20'x10' CONCRETE PAD (4" THICK, 1" SLOPE) AND AN EMPTY 1" CONDUIT FOR FUTURE CONDUIT. FINAL LOCATION SHALL BE COORDINATED WITH THE OWNER PRIOR TO COMMENCING ANY WORK.
 3. PROVIDE (1) 11X17 QUARTZITE GROUND BOX OR EQUAL. FIELD VERIFY FINAL LOCATION WITH OWNER PRIOR TO COMMENCING ANY WORK.
- GENERAL NOTES:**
1. THE OWNER HAS AGREED TO RESTORE REASONABLE DAMAGE TO THE GROUND AROUND THE FIELD. COORDINATE THIS WORK PRIOR TO BIDDING THIS PROJECT. PROVIDE AN ALTERNATE BID TO PERFORM THIS WORK.
 2. EXISTING ELECTRICAL CONDUITS SERVING EXISTING POLES SHALL NOT BE REUSED. REMOVE AND DISPOSE ALL EXISTING BRANCH CIRCUITS BACK TO SOURCE.
 3. ALL NEW POLES SHALL BE SERVED WITH NEW CIRCUITS. ALL EXTERIOR UNDERGROUND CONDUIT SHALL BE HDPE HIGH DENSITY POLYETHYLENE CONDUIT PER ARTICLE 300. SAW CUTTING EXISTING ASPHALT IS PERMITTED BUT WILL NEED TO BE PATCHED BY AN APPROVED CONTRACTOR. PROVIDE A PLAN FOR APPROVAL SHOWING THIS WORK PRIOR TO COMMENCING ANY EXTERIOR WORK. UNDERGROUND CONDUITS ARE ALLOWED WITHIN THE FIELD. CONTRACTOR SHALL AVOID EXISTING IRRIGATION LINES AND WILL BE HELD RESPONSIBLE FOR REPAIRING ANY DAMAGED LINES. NOTE THAT THERE ARE EXISTING UTILITY LINES THAT SHOULD BE AVOIDED.

Revisions

Sheet
**ELECTRICAL SITE PLAN -
DIAMOND #**



Project
**MALONE - PARK BALL DIAMOND
LIGHTING #4 AND #5**

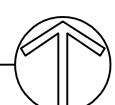
**MALONE PARK
NEW BERLIN, WI**

Date
August 11, 2023

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Sheet No.

ES1.0



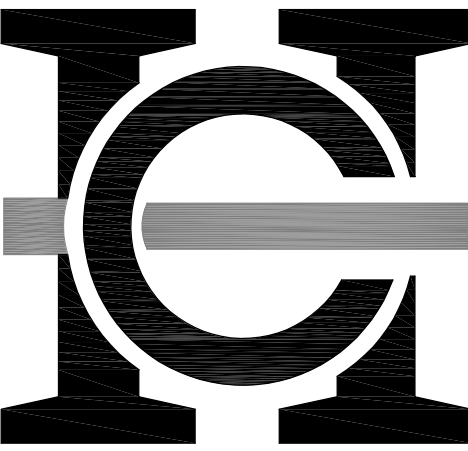


PLAN NOTES:

- DEMOLISH EXISTING POLES INCLUDING CONCRETE BASES. BASES SHALL BE DEMOLISHED A MINIMUM OF 2' BELOW GRADE.
- AS PART OF THIS PROJECT, THIS CONTRACTOR SHALL REMOVE AND REPLACE THE OUTFIELD FENCE ON DIAMOND #5. CONTRACTOR SHALL FURNISH AND INSTALL THE NEW FENCE CONSISTING OF THE FOLLOWING:
 - 80' OF SHAW LINK FENCE WITHOUT BARBED WIRE.
 - INCLUDING 2 GATES. FENCE SHALL BE 8' HIGH OVERALL.
 - ALL FENCE POSTS WILL BE DRIVEN A MINIMUM OF 4' DEEP.
 - EXISTING FENCE WILL BE REMOVED BY OTHERS.
 - BOTTOM OF FENCE WILL INCLUDE A 1-8" BOTTOM RAIL WITH 1.0 TENSION WIRE.
 - TOP OF FENCE WILL HAVE CORRUGATED YELLOW POLYCAP.
 - ALL POSTS, RAILS, AND APPLICABLE FITTINGS, ABOVE AND BELOW GROUND WILL BE ZINC COATED BY THE HOT DIP PROCESS IN ACCORDANCE WITH ASTM F-959, A-96, A-96S.
 - FABRIC: 2" MESH CONSISTING OF #9 GAUGE ALUMINIZED METAL.
 - RAIL TOP RAIL TO BE 1-8" OD SS20 PIPE.
 - LINE POSTS: STANDARD 2-1/2" SS20 PIPE PLACED AT A MAXIMUM OF 30' ON CENTER.
 - END POSTS: 3" OD SS20 PIPE.
- APPROXIMATE LOCATION OF FUTURE SCOREBOARD. PROVIDE A 20x10" CIRCUIT BOARD, 10x10" (1") AND (2) EMPTY 1" CONDUITS FOR FUTURE CONTROLS. FINAL LOCATION SHALL BE COORDINATED WITH THE OWNER PRIOR TO COMMENCING ANY WORK.
- PROVIDE (1) 11x11 QUARTZITE GROUND BOX OR EQUAL. FIELD VERIFY FINAL LOCATION PRIOR TO COMMENCING ANY WORK.
- PROVIDE (1) 24x24 QUARTZITE GROUND BOX OR EQUAL. INSTALL EQUAL NUMBER OF CONDUITS FROM GROUND BOX TO CONTROL PANEL. FIELD VERIFY FINAL LOCATION WITH OWNER PRIOR TO COMMENCING ANY WORK.

GENERAL NOTES:

- THE OWNER HAS AGREED TO RESTORE REASONABLE DAMAGE TO THE GROUND AROUND THE FIELD. COORDINATE THIS WORK PRIOR TO BEGINNING THIS PROJECT. PROVIDE AN ALTERNATE BID TO PERFORM THIS WORK.
- EXISTING ELECTRICAL CONDUITS SERVING EXISTING POLES SHALL NOT BE REUSED. REMOVE AND DISPOSE ALL EXISTING BRANCH CIRCUITS BACK TO SOURCE.
- ALL NEW POLES SHALL BE SERVED WITH NEW CIRCUITS. ALL EXTERIOR UNDERGROUND CONDUIT SHALL BE HDPE HIGH DENSITY POLYETHYLENE CONDUIT PER ARTICLE 30. SAW CUTTING EXISTING ASPHALT IS PERMITTED BUT WILL NEED TO BE PATCHED BY AN APPROVED CONTRACTOR. PROVIDE A PLAN FOR APPROVAL SHOWING THIS WORK PRIOR TO COMMENCING ANY EXTERIOR WORK. UNDERGROUND CONDUITS ARE ALLOWED WITHIN THE FIELD. CONTRACTOR SHALL AVOID EXISTING IRRIGATION LINES AND WILL BE HELD RESPONSIBLE FOR REPAIRING ANY DAMAGED LINES. NOTE THAT THERE ARE EXISTING UTILITY LINES THAT SHOULD BE AVOIDED.

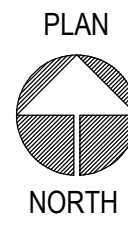


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Revisions

Sheet
ELECTRICAL SITE PLAN -
DIAMOND #



SCALE: 1/16" = 1'-0"

Project
MALONE - PARK BALL DIAMOND
LIGHTING #4 AND #5

MALONE PARK
NEW BERLIN, WI

Date
August 11, 2023

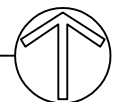
Project No.
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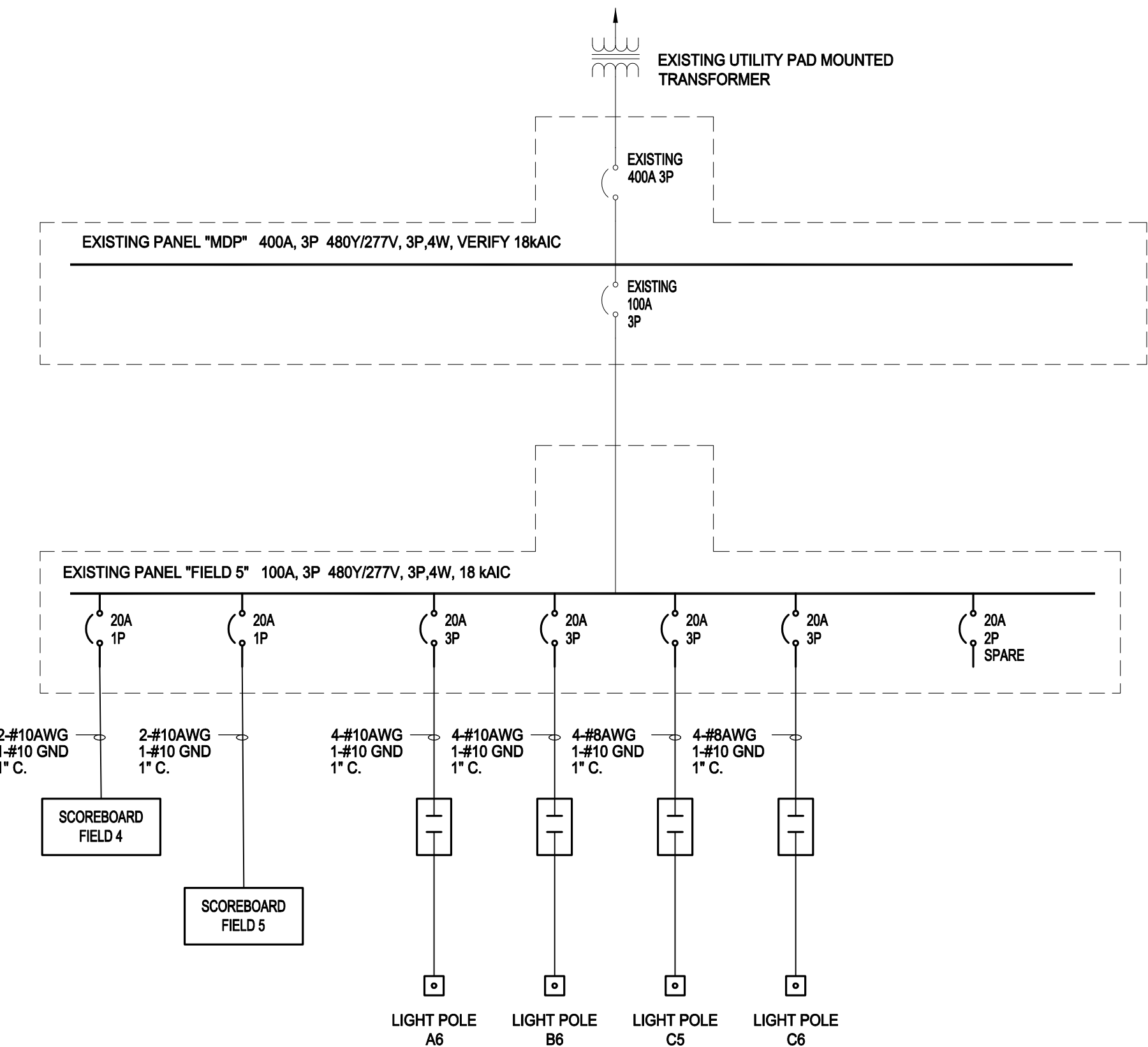
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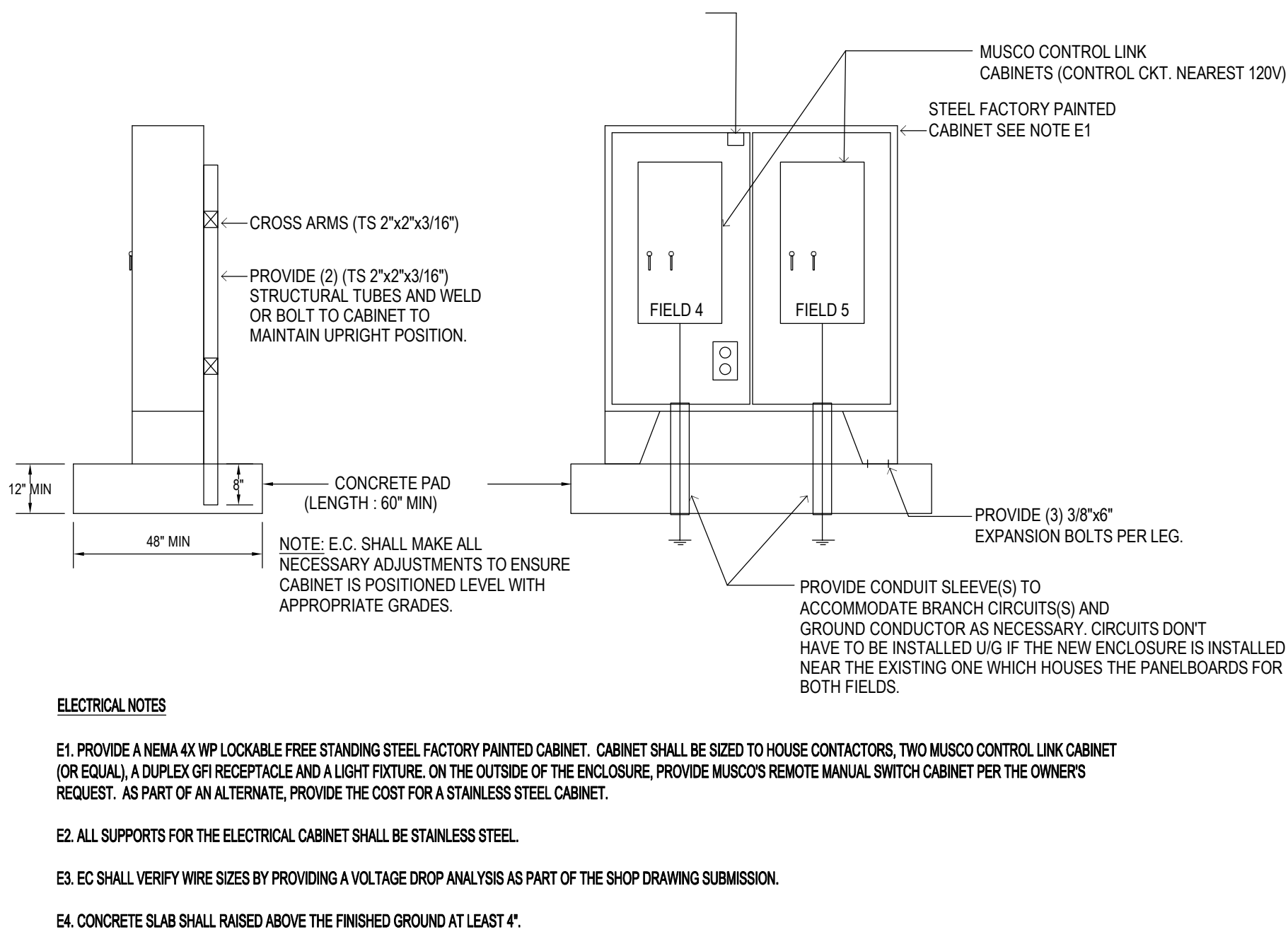
1 ELECTRICAL SITE PLAN - DIAMOND 5

1/16" = 1'-0"

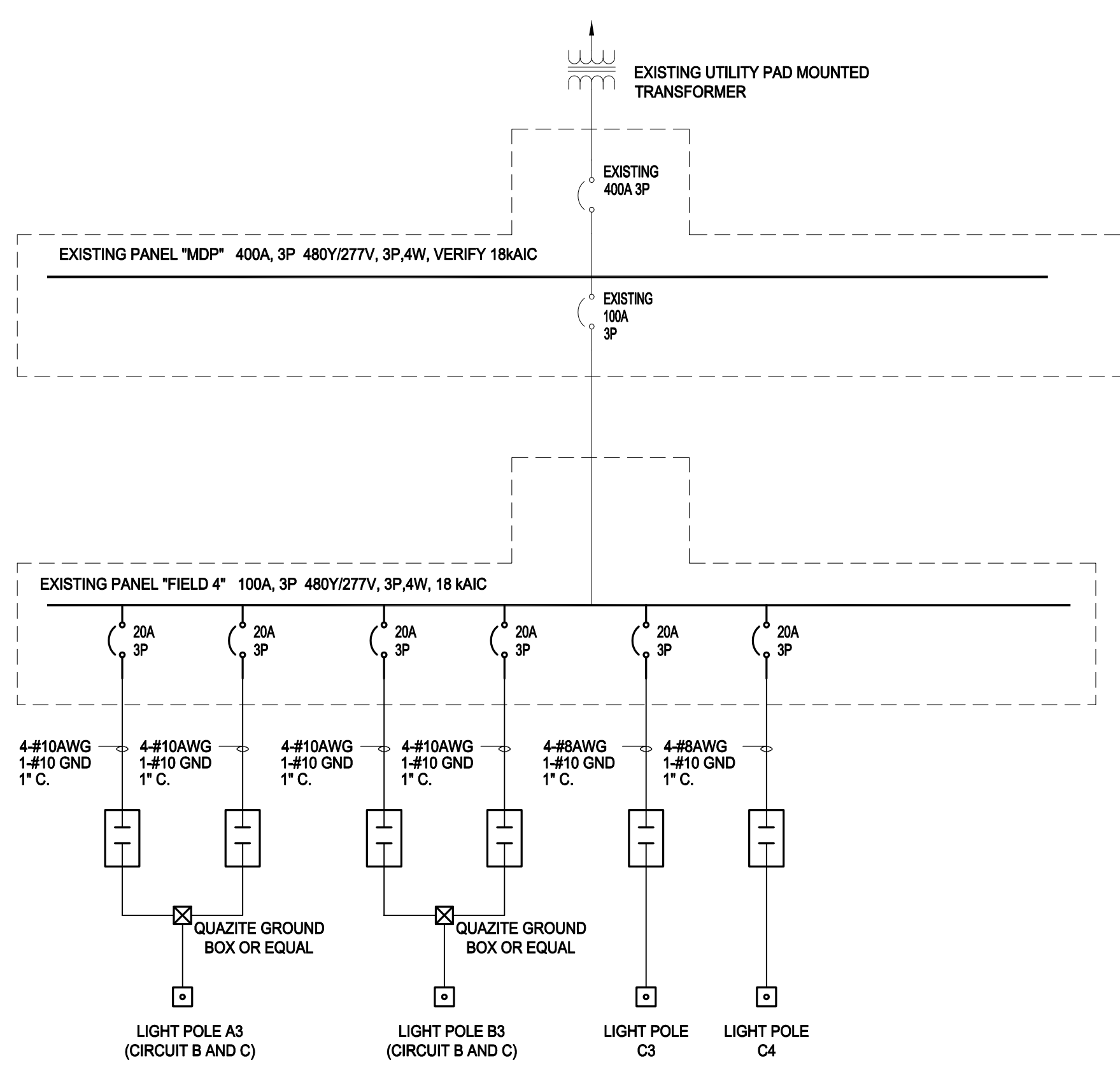




3 DISTRIBUTION RISER DIAGRAM (FIELD 5)
E1.0 NO SCALE



2 NEW SERVICE CABINET DETAIL
E1.0 NO SCALE



1 DISTRIBUTION RISER DIAGRAM (FIELD 4)
E1.0 NO SCALE



7 EXISTING POLES TO BE DEMOLISHED (TYPICAL)
E1.0 NO SCALE
NOTE: E.C. SHALL REMOVE AND DISPOSE ALL EXISTING POLE BASES 2' DOWN BELOW GRADE. REMOVE AS MUCH CONDUIT AND WIRE AS POSSIBLE.



6 NEW EXTERIOR ENCLOSURE
E1.0 NO SCALE
NOTE: REFER TO DETAIL 4E1.0 FOR MORE INFORMATION. LOCATE THIS ENCLOSURE WITHIN THE FENCED IN AREA. CIRCUIT LIGHTING CONTROL PANELS (TYPICAL OF 2) TO THE NEAREST AVAILABLE 120V CIRCUIT. PROVIDE A SINGLE PHASE TRANSFORMER IF 120V SOURCE IS NOT NEAR.



5 EXISTING MAIN DISTRIBUTION PANEL LOCATED BEHIND FIELD 3
E1.0 NO SCALE



4 EXISTING NEMA 3R ENCLOSURE FOR PANELBOARDS
E1.0 NO SCALE
NOTE: REMOVE ALL WIRING EXTENDED OUT TO THE EXISTING POLE BASES. ALL ASSESSABLE WIRE SHALL BE CUT DOWN AS LOW TO THE GROUND AS POSSIBLE AND THE RACEWAY SHALL BE SEALED PROPERLY.

Revisions

Sheet
LIGHTING FIXTURE SCHEDULE
AND NOTES

Project
MALONE - PARK BALL DIAMOND
LIGHTING #4 AND #5

MALONE PARK
NEW BERLIN, WI

Date
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19-1011.22

Sheet No.
E1.0



REQUESTED ACTION STATEMENT

DATE: September 6, 2023

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Radomski – Director of Public Works

ISSUE: Safety Building Foundation

REQUESTED:

Recommend Council to award the Safety Building Foundation, Grading and Sidewalk project to the lowest, responsive and responsible bidder, LaLonde Contractors, Inc.

FISCAL IMPACT:

Monies to come from the Foundation – Safety Building CIP Project #04251300-61413-C2022 for the contract amount of \$82,761.15 with a 10% Contingency of \$8,238.85 for a total construction cost of \$91,000.

RATIONALE:

LaLonde Contractors, Inc. was the lowest, responsive and responsible bidder.

ESTIMATED CONSTRUCTION COST

City of New Berlin

Revision Date: 6/30/2023

New Berlin Safety Building Drainage Improvements

Item	Description	Unit	QTY	Unit Price	Total
Base Bid					
1	Traffic & Pedestrian Control	L.S.	1	\$ 500.00	\$ 500.00
2	Type D Inlet Protection	EA.	2	\$ 145.00	\$ 290.00
3	Manufactured Perimeter Control (Sediment Logs)	L.F.	315	\$ 6.00	\$ 1,890.00
4	Clear & Grub Existing Landscaping	L.S.	1	\$ 2,350.00	\$ 2,350.00
5	Site Grading	L.S.	1	\$ 5,600.00	\$ 5,600.00
6	Remove & Replace 4-Inch Thick Concrete Sidewalk	S.F.	3075	\$ 10.00	\$ 30,750.00
7	4-Inch Concrete ADA Ramp	S.F.	45	\$ 30.00	\$ 1,350.00
8	Detectable Warning Fields	S.F.	8	\$ 55.00	\$ 440.00
9	Concrete Parking Island Removal	S.F.	810	\$ 4.00	\$ 3,240.00
10	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	90	\$ 45.00	\$ 4,050.00
11	Crushed Aggregate Base Course	TON	130	\$ 22.00	\$ 2,860.00
12	6-Inch Perforated Underdrain	L.F.	210	\$ 40.00	\$ 8,400.00
13	Connect to Existing Catch Basin	EA.	1	\$ 1,200.00	\$ 1,200.00
14	Concrete Curb Cut	EA.	1	\$ 1,500.00	\$ 1,500.00
15					\$ -
16					\$ -
	Sub Total				\$ 64,420.00
	Construction Contingencies			10.0%	\$6,442.00
	Total of All Base Bid Prices				\$70,862.00

Mandatory Alternate A					
MA-A1					\$ -
MA-A2					\$ -
MA-A3					\$ -
MA-A4					\$ -
MA-A5					\$ -
MA-A6					\$ -
	Total of All Mandatory Alternate A Bid Prices				

Mandatory Alternate B					
MA-B1					\$ -
	Total of All Mandatory Alternate B Bid Prices				

Total Construction Cost \$70,862.00

Safety Building Grading

Company	Base Bid
LaLonde	\$82,761.15
All-Ways	\$87,665.00
Forward	\$105,000.00

New Berlin Safety Building Grading and Sidewalk Replacement
Project #BG2023 - 7
16300 W. National Ave., 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 10% 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 Safety Building Grading
City Clerks Office
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 9:30 a.m. on September 6, 2023. 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 9:30 a.m. on September 6, 2023 in the New Berlin City Hall – Common Council Chambers.

We LaLonde Contractors, Inc. (a corporation) (a corporation)
(a partnership)
(an individual)
(Cross out inapplicable)

Of 1609 Lincoln Avenue, City of Waukesha, Waukesha County, Wisconsin 53186
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 August 10, 2023.

Including Amendment Nbr(s)._____ dated_____.

5. BASE BID

The table below shows the estimated quantities for the project.

Item	Description	Unit	Qty.
1	Traffic & Pedestrian Control	L.S.	1
2	Type D Inlet Protection	EA.	2
3	Manufactured Perimeter Control (Sediment Logs)	L.F.	315
4	Clear & Grub Existing Landscaping	S.Y.	250
5	Site Grading	S.Y.	950
6	Remove & Replace 4-Inch Thick Concrete Sidewalk (Incl. Thickened Edge Sidewalk)	S.F.	3115
7	4-Inch Concrete ADA Ramp	S.F.	45
8	Detectable Warning Fields	S.F.	8
9	Concrete Parking Island Removal	S.F.	810
10	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	90
11	Crushed Aggregate Base Course	TON	130
12	6-Inch Perforated Underdrain	L.F.	200
13	Connect to Existing Catch Basin	EA.	1
14	Concrete Curb Cut	EA.	1

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:

Eighty two thousand seven hundred sixty one dollars and fifteen cents Dollars (\$ 82,761.15)

6. 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.

7. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than September 13, 2023 with a Project commencement of September 25, 2023, can you complete the Work in compliance with the requirements of the Contract Documents by May 15, 2024, in full cooperation and coordination with other Contractors, if any.

Yes ___ No ___ .

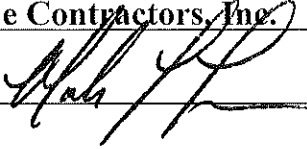
If "No", state additional calendar days required _____.

- 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.

8. 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 LaLonde Contractors, Inc.

BY SIGNATURE 

TITLE Mark LaLonde, President & Secretary

DATED September 06, 2023

TELEPHONE (262) 544-1515

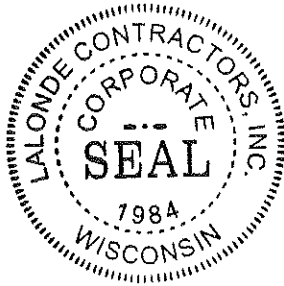
FAX NBR (262) 544-1715

EMAIL ADDRESS: mark@lciwi.com

If a corporation, answer the following:

Incorporated under laws of what state? Wisconsin

SEAL _____ (If Bid is by Corporation)



INVITATION TO BID

Project: **BG-2023-7**
New Berlin Safety Building – Grading and Sidewalk Work
16300 W. National Ave.
New Berlin, WI 53151

1. Bids will be prepared in accordance with Contract Documents prepared by ***Ruekert-Mielke*** Phone 262-542-5733, W233N2080 Ridgeview Parkway, Waukesha, WI 53188.
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 9:30 a.m. CST/CDT on September 6, 2023. (Reference Bid Form, Item 2)
3. Bids will be publicly read at 9:30 a.m. on September 6, 2023 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 ten percent (10%) 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 August 16, 2023. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #8622766 – Bid/RFP Listing. Documents will 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 August 30, 2023 at 10:00 AM. Meeting location is the New Berlin Safety Building located at 16300 W. National Ave., New Berlin, WI.
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 Safety Building Grading and Sidewalk Replacement
Project #BG2023 - 7
16300 W. National Ave., 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 10% 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 Safety Building Grading
City Clerks Office
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 9:30 a.m. on September 6, 2023. 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 9:30 a.m. on September 6, 2023 in the New Berlin City Hall – Common Council Chambers.

We _____ (a corporation)
_____ (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 August 10, 2023.

Including Amendment Nbr(s)._____ dated_____.

5. BASE BID

The table below shows the estimated quantities for the project.

Item	Description	Unit	Qty.
1	Traffic & Pedestrian Control	L.S.	1
2	Type D Inlet Protection	EA.	2
3	Manufactured Perimeter Control (Sediment Logs)	L.F.	315
4	Clear & Grub Existing Landscaping	S.Y.	250
5	Site Grading	S.Y.	950
6	Remove & Replace 4-Inch Thick Concrete Sidewalk (Incl. Thickened Edge Sidewalk)	S.F.	3115
7	4-Inch Concrete ADA Ramp	S.F.	45
8	Detectable Warning Fields	S.F.	8
9	Concrete Parking Island Removal	S.F.	810
10	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	90
11	Crushed Aggregate Base Course	TON	130
12	6-Inch Perforated Underdrain	L.F.	200
13	Connect to Existing Catch Basin	EA.	1
14	Concrete Curb Cut	EA.	1

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 (\$ _____)

6. 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.

7. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than September 13, 2023 with a Project commencement of September 25, 2023, can you complete the Work in compliance with the requirements of the Contract Documents by May 15, 2024, 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.

8. 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 SAFETY BUILDING GRADING AND SIDEWALK PROJECT**

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, Specifications, City of New Berlin Insurance Requirements, Certificates of Insurance and Policy Endorsements, as well as bid, payment and performance bonds, 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, services 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 May 15, 2024, and completed and ready for final acceptance and payment in accordance with this Agreement on or before June 1, 2024, 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 the delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, 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 public events 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 \$250.00 (two hundred and fifty 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 for 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 thereof 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 written 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 on a primary and non-contributory basis and to provide adequate evidence of said status through a liability insurance policy 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 and 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]

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.

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products and practices to temporarily control surface water runoff, soil, and sediment during construction.

1.02 RELATED SECTIONS

- A. 32 90 00 - Plantings.

1.03 REFERENCES

- A. Technical Standard: Wisconsin Department of Natural Resources (DNR) Storm Water Construction Technical Standards:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html
- B. PAL: Wisconsin Department of Transportation Erosion Control Product Acceptability List.
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/pal/default.aspx>

1.04 REGULATORY REQUIREMENTS

- A. Comply with Laws and Regulations prohibiting pollution of any lake, stream, river, or wetland by dumping refuse, rubbish, dredge material, or debris therein.

1.05 QUALITY CONTROL

- A. Construct and maintain erosion sediment control measures following the appropriate Technical Standard.
- B. Check facilities weekly and within 24 hours following rainfall events over 1/2 inch. Make needed repairs within 24 hours.
- C. Owner will be sole judge of the adequacy of Contractor's erosion control efforts and Owner may suspend or limit the Contractor's operations pending adequate performance of any temporary or permanent erosion control measures requested by Owner.

PART 2 - PRODUCTS

2.01 SLOPE INTERRUPTION OR PERIMETER CONTROL

- A. Manufactured perimeter control and slope interruption products. Follow Technical Standard 1056. Use PAL listed products and submit product data.

2.02 EROSION MATS

- A. Non-channel erosion mat Class I, Urban Type A. Follow Technical Standard 1052.
- B. Use PAL-listed product(s) and submit product data.

2.03 INLET PROTECTION

- A. Follow Technical Standard 1060. Use PAL-listed product(s) and submit product data.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install temporary devices before construction activities begin, and completely remove above and below grade after Site is stabilized and after Owner's approval.
- B. Proceed carefully with construction adjacent to stream channels to avoid washing, sloughing, or deposition of materials into stream. If possible, dike-off work area and reduce volume and velocity of water that crosses disturbed areas with planned Engineering works (diversion, detention basins, berms).
- C. Unless noted on Drawings, do not remove trees and surface vegetation.
- D. Expose the smallest practical area of soil at any given time through construction scheduling. Make the duration of such exposure before application of stabilization measures as short as practicable.

3.02 SLOPE INTERRUPTION OR PERIMETER CONTROL INSTALLATION

- A. Manufactured products: Follow Technical Standard 1056.

3.03 EROSION MAT INSTALLATION

- A. For non-channel erosion mat follow Technical Standard 1052.

3.04 INLET PROTECTION

- A. Follow Technical Standard 1060.

END OF SECTION

SECTION 31 11 00
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Surface debris removal.
- B. Plant life and grass removal.
- C. Tree and shrub removal.
- D. Tree and shrub root system removal.

1.02 QUALITY ASSURANCE

- A. Regulatory requirements:
 - 1. Conform to applicable local code for disposal of debris.
 - 2. Coordinate Work with utility companies.
- B. Schedule pre-start meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PROTECTION

- A. Do not disturb buried utilities, benchmarks, nor adjacent property.

3.02 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Clear undergrowth and deadwood without disturbing subsoil, in affected area.
- C. Remove debris, rock and extracted plant life from Site.
- D. Unless shown as a Contract requirement, do not remove trees without Owner's approval.

END OF SECTION

SECTION 31 22 00

GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Topsoil removal, stockpiling, and replacement.
- B. Rough grading, leveling.
- C. Ditches, swales.

1.02 RELATED SECTIONS

- A. 01 57 13 - Temporary Erosion and Sediment Control.
- B. 31 25 00 - Permanent Erosion and Sedimentation Controls.

1.03 REFERENCES

- A. Technical Standard: Wisconsin Department of Natural Resources (DNR) Storm Water Post-construction Technical Standards:
http://dnr.wi.gov/topic/stormwater/standards/postconst_standards.html.
- B. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fill materials:
 - 1. Satisfactory soil or a mixture of satisfactory soil, stone, gravel or other acceptable materials of a character and quality satisfactory for purpose intended.
 - 2. Free of deleterious, organic, or frozen matter.
 - 3. Contain no chemicals that may result in materials being classified as contaminated.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Identify designed lines, levels, contours and datum.
- B. Remove vegetation, organic or other deleterious materials from areas to be cut and filled.
- C. Remove and stockpile topsoil from areas within grading limits.
- D. Control erosion of soil. Follow Sections 01 57 13 and 31 25 00.

3.02 TOLERANCES

- A. Minimum tolerances after compaction:
 - 1. All areas: plus or minus 4 inches.

3.03 EARTHWORK CONSTRUCTION

- A. Provide sufficient drainage of completed or partially completed earthwork to prevent damage or loss due to rainfall, surface water or any other cause. Recondition or remove unstable materials resulting from improper operations, inadequate drainage or overwatering, and restore or replace with stable material.
- B. Undercut or underfill all areas to depth necessary to provide specified amount of topsoil to be placed and finished to grade lines and sections shown on Drawings.
- C. Blend embankments and slopes uniformly into adjacent areas.

3.04 EXCAVATED MATERIAL

- A. Remove surplus excavation from Site.
- B. Stockpiling: As space permits, stockpile excavated materials which are suitable and necessary for reuse on-site. Do not locate stockpiles in areas which will interfere with other work or could result in damage to structures and property. No runoff from stockpiles may enter waterways unless sedimentation control is provided. See 01 57 13.

END OF SECTION

SECTION 31 25 00

PERMANENT EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products and practices to permanently control surface water runoff, soil, and sediment during and after construction.

1.02 RELATED SECTIONS

- A. 32 90 00 - Planting.
- B. 33 05 00 - Common Work Results for Utilities.
- C. 34 71 00 - Roadway Construction.

1.03 REFERENCES

- A. Technical Standard: Wisconsin Department of Natural Resources (DNR) Storm Water Construction Technical Standards:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html
- B. PAL: Wisconsin Department of Transportation Erosion Control Product Acceptability List:
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/pal/default.aspx>

1.04 REGULATORY REQUIREMENTS

- A. Comply with laws prohibiting pollution of any lake, stream, river, or wetland by dumping refuse, rubbish, dredge material, or debris therein.

1.05 QUALITY CONTROL

- A. Construct and maintain erosion sediment control measures following the appropriate Technical Standard.
- B. Check facilities weekly and within 24 hours following rainfall events over 1/2 inch. Make needed repairs within 24 hours.
- C. Owner will be sole judge of the adequacy of Contractor's erosion control efforts and Owner may suspend or limit the Contractor's operations pending adequate performance of any temporary or permanent erosion control measures requested by Owner.

PART 2 - PRODUCTS

2.01 SEEDING

- A. For permanent landscaping follow 32 90 00.

PART 3 - EXECUTION

3.01 GENERAL

- A. Unless noted on Drawings, do not remove trees and surface vegetation.
- B. Expose the smallest practical area of soil at any given time through construction scheduling. Make the duration of such exposure before application of stabilization measures as short as practicable.

3.02 SEEDING

- A. For permanent landscaping follow 32 90 00.

END OF SECTION

SECTION 32 90 00

PLANTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Topsoil.
- B. Permanent seeding.
- C. Fertilizing.
- D. Maintenance.

1.02 RELATED SECTIONS

- A. 01 57 13 - Temporary Erosion and Sediment Control. Includes temporary seeding (cover crop) for erosion control.

1.03 REFERENCES

- A. ASNS: American Standard for Nursery Stock, ANSI; Z60.1 by the American Association of Nurserymen.
- B. Technical Standard: Wisconsin Department of Natural Resources (DNR) Storm Water Construction Technical Standards:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
- C. DNR Specification: Wisconsin Department of Natural Resources Specifications S100-Compost: http://dnr.wi.gov/topic/stormwater/documents/specifications_S100Compost.pdf.

1.04 DEFINITIONS

- A. Weeds: Bent grass, bermuda grass, bindweed, bird's-foot trefoil, blackberry, brome grass, canada thistle, chickweed, crabgrass, cress, crown vetch, dandelion, foxtail, garlic mustard, horsetail, jimsonweed, johnson grass, lambs quarter, leafy spurge, morning glory, mustard, narrow-leaved cattail, nimble will, nutgrass, nut sedge, perennial sorrel, poison ivy, poison oak, purple loosestrife, quack grass, ragwort, reed canary grass, rush grass, spotted knapweed, sweet clover, tansy, teasel, wild parsnip.
- B. Plants: Living trees, shrubs, and herbaceous plants specified in this Section.
- C. Project completed and ready for final payment: General Conditions 15.06.A.1.
- D. Defective: See General Conditions 1.02. Includes plants that are dead, show disease, weakness, or probability of death.
- E. Full growing season: Period from April 15 to November 15.

1.05 DELIVERY STORAGE AND HANDLING

- A. Ship, store, and handle seed to ensure protection from moisture, heat, rodents, and other conditions that jeopardize viability and cause germination before installation. Discard damaged seeds.

1.06 SCHEDULING

- A. Perform permanent turf grass seeding between March 15 and October 1. Outside these dates temporarily stabilize Site following 01 57 13. Dormant seed between November 15 and December 15.

1.07 WARRANTIES

- A. Correction Period: One year that begins on date Project is completed and ready for final payment. Period shall be extended for defective Work that is corrected, or removed and replaced. Follow General Conditions 15.08.
- B. Defects and damage due to animal depredation and weather extremes are excluded from warranty.

1.08 MAINTENANCE

- A. Perform all maintenance for landscaping until Project is completed and ready for final payment.

PART 2 - PRODUCTS

2.01 WATER

- A. Free from impurities harmful to plants.

2.02 TOPSOIL

- A. Site-salvaged humus-bearing soil screened before final placement.
- B. Imported: Humus-bearing loam-type soil with a pH level between 6.0 and 7.0, screened before final placement.
- C. Screened: Mechanically screened free of roots, sticks, branches and stones greater than 1/2 inch diameter.

2.03 SEEDING MATERIALS

- A. Permanent turf grass seed: Deluxe 50 seed mix by Reinders, Inc., Waukesha, WI, Phone: 262-524-0200.
- B. Turf grass seed fertilizer:
 - 1. Granular or liquid marked with content analysis.
 - 2. 1-2-1 nitrogen-phosphorous-potassium ratio.
 - 3. At least 50 percent of nitrogen content in organic, slow-release form.

PART 3 - EXECUTION

3.01 TOPSOIL

- A. Preparation:
 - 1. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones in excess of 1/2 inch in size.
 - 2. Scarify subgrade to 6 inches depth by ripping, tilling, disking, or other method where topsoil is scheduled and where equipment used for hauling and spreading topsoil has compacted subsoil.
 - 3. Minimize compaction during grading operations by utilizing equipment having low unit pressure ground contact and by limiting repeat passes over the same areas in areas to receive topsoil.
- B. Placement depths, import topsoil if Site-stripped topsoil is insufficient:
 - 1. Turf grass seed and sod subgrade: 4 inches.
- C. Installation:
 - 1. Use topsoil in relatively dry state. Place during dry weather.
 - 2. Fine grade topsoil eliminating rough or low areas. Break down clods and lumps with appropriate equipment that creates uniformly textured soil. Maintain levels, profiles, and contours of subgrade.
 - 3. Remove stone, roots, and branches exceeding 3/4-inch sieve, and foreign material, and clods that cannot be broken down while spreading.
 - 4. Manually spread topsoil uniformly around trees, plants and building to prevent damage.
 - 5. Lightly compact placed topsoil, so as to negate any detrimental differential settling.
 - 6. Remove surplus subsoil and topsoil from Site. Leave stockpile areas ready to receive landscaping.
- D. Finish grade tolerance: Plus-or-minus 1/2 inch.

3.02 TURF GRASS SEEDING

- A. Preparation:
 - 1. Before seeding, disk, harrow, drag, and rake to form a level and loose seed bed. Lightly roll topsoil before final raking to eliminate soft spots and mounds.
 - 2. Notify Engineer to allow inspection after fine grading and before seeding.
- B. Permanent installation:
 - 1. Broadcast seed uniformly by hand or with combination seeder-cultipacker machine such as Brillion or Truax. If by hand, press seed into surface with cultipacker or roller to maximum 1/4-inch depth. If seedbed contains clods or is too loose, lightly roll (not on slopes.)
 - 2. Sowing rate:
 - a. Turf grass: 4.5 pounds per 1000 square feet. Double rate for dormant seeding.
 - 3. Uniformly apply fertilizer and lightly disc or harrow into soil in conjunction with final topsoil preparation, before seeding.
 - 4. Fertilizer rate: 7 pounds per 1000 square feet.
 - 5. Protect seeded areas to prevent damage to completed installation.
- C. Maintenance:
 - 1. Water seeded areas as follows:
 - a. First day (after seeding and fertilizing): 1-1/2 inches water.

- b. Days 2-14 (or until complete germination, whichever comes last): 1/2 inches water every other day.
 - c. As needed after complete germination to maintain a uniform stand of healthy grass.
 - d. Natural rain events may substitute for watering, but perform additional watering on rain-event days to achieve stipulated water amounts.
- 2. Lawn areas shall receive at least two 2-inch mowings before acceptance. Do not allow grass height to exceed 4 inches.
 - 3. Reseed areas that show inadequate catch and bare spots exceeding 2 square feet. Bare spots shall not exceed 3 percent of total seeded areas.
 - 4. Correct damage from erosion, gullies, washouts, traffic, or other causes by filling with topsoil, tamping, refertilizing, and reseeding.

END OF SECTION

SECTION 33 05 00

COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Bedding, cover and backfill.
- B. Location aids.
- C. Excess excavated material.

1.02 RELATED SECTIONS

- A. 01 57 13 - Temporary Erosion and Sediment Control.
- B. 32 90 00 - Planting.
- C. 33 40 00 - Storm Drainage.
- D. 34 71 00 - Roadway Construction.

PART 2 - PRODUCTS

2.01 UTILITY PIPE AND APPURTENANCE MATERIALS

- A. Storm Drainage: Follow 33 40 00.

2.02 BEDDING AND COVER MATERIALS

- A. Underdrain encased in $\frac{3}{4}$ -inch open graded stone shown on Drawings.

2.03 BACKFILL

- A. Spoil: Follow SWS 8.43.5.

2.04 LOCATION AIDS

- A. Warning tape:
 - 1. "Terra Tape Standard" by Reef Industries, Inc. or "Shieldtec" standard non-detectable tape by Empire Level Manufacturing Corporation.
 - 2. Tape shall read:
 - a. Storm: "CAUTION SEWER LINE BURIED BELOW".
 - 3. Color: Follow State Statutes 182.0175 and American National Standards Institute (ANSI) Uniform Color Code:
 - a. Storm: Green.
 - 4. Width: 3 inches.
- B. Tracer wire:
 - 1. Follow SWS 2.11.0.
 - 2. For open-cut: Direct-burial-rated insulated AWG #10 copper conductor.

3. For trenchless installation:
 - a. Duratrace DD, Copperhead, Pro-Trace.
4. Splices: Pro-Trace TW connector or equal.
5. Color:
 - a. Storm: Brown.
6. Terminate tracer wire in storm structure.

2.05 SURFACE RESTORATION

- A. Pavement: Follow 34 71 00.
- B. Lawn: Follow 32 90 00.
- C. Concrete sidewalk: Follow 34 71 00.

PART 3 - EXECUTION

3.01 UTILITY PIPE AND APPURTENANCE INSTALLATION

- A. Storm Drainage: Follow 33 40 00.

3.02 LOCATION AIDS

- A. Warning tape: Place 12 inches below finished grade for:
 1. All storm sewers, sump lines, and laterals.
- B. Tracer wire:
 1. Place maximum 6 inches directly above.
 - a. All storm sewers, sump lines and laterals.
- C. Demonstrate continuity of tracer wires to Owner.

3.03 EXCAVATED MATERIAL

- A. Surplus excavated material for which Owner does not designate a disposal site shall be disposed at Contractor's cost. Follow submittal requirements for each disposal site utilized.

3.04 BEDDING AND COVER

- A. Follow detail on Drawings.

3.05 SURFACE RESTORATION

- A. Pavement: Follow 34 71 00.
- B. Lawn: Follow 32 90 00.
- C. Concrete sidewalk: Follow 34 71 00.

END OF SECTION

SECTION 33 40 00

STORM DRAINAGE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Underdrains.

1.02 RELATED SECTIONS

- A. 33 05 00 - Common Work Results for Utilities.

PART 2 - PRODUCTS

2.01 UNDERDRAINS

- A. Follow State Specifications 612.

2.02 INCIDENTAL CONSTRUCTION

- A. Follow 33 05 00 for:
 - 1. Bedding.
 - 2. Cover.
 - 3. Backfill.
 - 4. Location aids.

PART 3 - EXECUTION

3.01 UNDERDRAIN INSTALLATION

- A. Follow State Specifications 612.

3.02 INCIDENTAL CONSTRUCTION

- A. Follow 33 05 00 for:
 - 1. Bedding.
 - 2. Cover.
 - 3. Backfill.
 - 4. Location aids.
 - 5. Excess excavated material.

END OF SECTION

SECTION 34 71 00
ROADWAY CONSTRUCTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Earthwork.
- B. Base course.
- C. Pavement and surface course.
- D. Incidental construction:
 - 1. Sidewalks.
 - 2. Curb ramps.
 - 3. Pavement sawing.
 - 4. Traffic control.

1.02 RELATED SECTIONS

- A. 31 22 00 - Grading.

1.03 SUBMITTALS

- A. Action:
 - 1. Submit the following:
 - a. Product data.
 - b. Sieve analyses from State-certified laboratory.
 - c. Concrete Mix design. Submit at least 7 days before paving:
 - 1) Portland cement concrete.
 - d. Wisconsin DOT-verified hot mix asphalt (HMA) pavement mix design for each pavement classification specified. Submit at least 7 days before paving.
- B. Informational:
 - 1. Base compaction test reports:
 - 2. Subbase compaction test reports.
 - 3. Paving mix delivery tickets.
 - a. Asphaltic materials:
 - 1) Furnish ticket before placing material.
 - 2) Display on ticket:
 - a) Project.
 - b) Date.
 - c) Time.
 - d) Ticket number.
 - e) Type of mix.
 - f) Gross weight.
 - g) Tare weight.
 - h) Net weight.
 - i) Job total.
 - b. Concrete:
 - 1) Furnish tickets after delivery.

- 2) Display on ticket:
 - a) Project.
 - b) Date.
 - c) Time.
 - d) Ticket number.
 - e) Class of concrete.
 - f) Grade of concrete.
 - g) Cement Weight.
 - h) Fly Ash type and weight.
 - i) Fine aggregate weight.
 - j) Coarse aggregate weight.
 - k) Gallons of water.
 - l) Time water was added.
 - m) Additives.
4. Base course delivery tickets that display:
 - a. Project.
 - b. Date.
 - c. Ticket number.
 - d. Type of material.
 - e. Gross weight.
 - f. Tare weight.
 - g. Net weight.
 - h. Job total.
5. Written concrete cylinder compression test results. Submit to Owner.
6. Provide Quality Management Program following State Specifications 460.2.8.1 General and 460.2.8.2 Contractor Testing control plan including:
 - a. Do not use 460.2.8.3 Department Testing.

1.04 REFERENCES

- A. ASTM D698 - Standard Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
- B. American Association of State Highway and Transportation Officials (AASHTO):
 1. AASHTO T22 - Standard Method for Compressive Strength of Cylindrical Concrete Specimens.
 2. AASHTO T23 - Standard Method of Test for Making and Curing Concrete Test Specimens in the Field.
 3. AASHTO T52 - Standard method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method.

1.05 QUALITY MANAGEMENT PROGRAM

- A. As a condition of acceptance, arrange, conduct, and pay for tests necessary to demonstrate satisfactory compliance with Contract Documents. Make adjustments at the plant necessary to meet requirements of Specifications including the instructions.
- B. Lab testing:
 1. Test material from the plant at least once a day.
 2. Meet the following parameters:
 - a. Air voids (Va): Follow State Specifications 460.2.8.3.1.6 and follow State Specification - Additional Special Provision 460.2.1 issued under ASP-6.
 - b. Voids in the mineral aggregate (VMA): Follow State Specifications Table 460-1.

- c. Gradations: Job mix formula (JMF): Follow Paragraph 1 of State Specification - Additional Special Provision 460.2.8.2.1.5 issued under ASP-6.
 - C. Density testing:
 - 1. Take a minimum two tests per location and one test per 100 tons.
 - a. Use nuclear method.
 - b. Targets specified hereinafter.
 - D. Results and reports:
 - 1. Make field adjustments to keep material within specified tolerances. If test results fall out of tolerance, increase testing frequency until material is within specification.
 - 2. Submit test reports within 48 hours to Owner.

PART 2 - PRODUCTS

2.01 CRUSHED AGGREGATE BASE COURSE

- A. Follow State Specifications 305. Use 1-1/4-inch and 3/4-inch crushed limestone TB as shown on Drawings.

2.02 ASPHALTIC CONCRETE (HMA) PAVEMENT

- A. Binder course (Lower and Intermediate Layers): Follow State Specification 460.2 and:
 - 1. 3 LT 58-28 S.
 - 2. Maximum recycled content: Follow State Specifications 460.2.5.
- B. Surface course (Upper Layer): Follow State Specification 460.2 and:
 - 1. 4 LT 58-28 S.
 - 2. Maximum recycled material content: Follow State Specifications 460.2.5.
- C. Tack coat: Follow State Specification 455.2.5 asphaltic material CSS-1h.

2.03 INCIDENTAL CONSTRUCTION

- A. Concrete sidewalks:
 - 1. Follow State Specifications 602.2.
 - 2. Do not add calcium chloride.
- B. Curb ramps.
 - 1. Detectable warning field color: Yellow.
 - 2. Follow State Specifications 602.2. Furnish detectable warning field from the DOT approved products list for the color defined above.
- C. Traffic Control: Follow State Specifications 643.

2.04 SOURCE QUALITY CONTROL

- A. Asphaltic paving materials scale: Follow State Specification 450.3.1.1.1.
- B. Base course materials scale: Follow State Specifications 109.1.4.

PART 3 - EXECUTION

3.01 CRUSHED AGGREGATE BASE COURSE

- A. Crushed aggregate base course: Follow State Specifications 301 and 305.
 - 1. Compaction: Standard compaction.
 - a. 95 percent of maximum density determined by Modified Proctor.
 - b. Allow Engineer to inspect prepared base course and to witness proof roll test by a fully loaded dump truck. Reconstruct where deflection is greater than 1/2 inch.
 - 2. Allowable deviation from design grade: 1/2 inch

3.02 EXCAVATED MATERIAL

- A. Surplus excavated material for which Owner does not designate a disposal site shall be disposed at Contractor's cost.

3.03 PAVEMENT AND SURFACE COURSES

- A. Tack coat: Follow State Specification 455.3.2.
 - 1. Apply between each layer of asphaltic concrete.
 - 2. Allow to cure before paving.
- B. Asphaltic concrete pavement: Follow State Specifications 450 and 460.
 - 1. Do not use 460.2.8.3 Department Testing.
 - 2. Maximum variations:
 - a. 1/8 inch across a 5-foot straight edge.
 - b. Thickness: Within 1/4 inch of design.
 - c. Finish elevation: Within 1/4 inch of design.
 - 3. Temperatures:
 - a. Asphaltic concrete at placement: Between 265 and 330 degrees Fahrenheit.
 - b. Subgrade: Above 32 degrees Fahrenheit.
 - c. Air temperature: Follow State Specifications 450.3.2.1.2.3.
 - 1) Contractor may submit cold weather paving plan for review if air temperature falls below specified limits. Engineer reserves the right to reject plan without cause. If implemented, plan shall be at no additional cost to Owner.
 - 4. Layer thickness:
 - a. Binder: 2 1/2-inches.
 - b. Surface: 1 1/2-inches.
 - 5. Compaction: Follow State Specifications 460.3.3 Maximum Density Method and follow Paragraph 1 of State Specification - Additional Special Provision 460.3.3.1 issued under ASP-6, except minimum density shall not be less than:
 - a. 93 percent for binder courses.
 - b. 93 percent for surface courses.
 - 6. Saw cut, excavate and remove unstable binder course, base course and subgrade materials. Replace removed materials. Clean binder pavement by sweeping or flushing before applying surface pavement.
 - 7. Allow Engineer to inspect binder course before applying surface course.
 - 8. Joints: All longitudinal joints shall be hot seams.

3.04 INCIDENTAL CONSTRUCTION

- A. Sidewalks: Follow State Specifications 602.3.
 - 1. Joints.
 - a. Provide expansion joints abutting existing construction and structures with 1/2 inch expansion joint filler.
 - b. Provide contraction joints at spacing equal to width of walk and:
 - 1) Minimum 3 feet.
 - 2) Maximum 12 feet.
 - 3) Depth: Minimum 1 inch.
 - 4) Width: Approximately 1/8 inch.
 - 2. Curb ramps: Follow State Specifications 602.3.
 - 3. Consolidation.
 - a. Use mechanical vibration.
 - 4. Curing:
 - a. Follow State Specifications 415.3.12.
 - b. Apply impervious coating within one hour of placement.
 - c. Coat all sides of sidewalk including exposed surface after forms removed.
 - d. Apply two coats in perpendicular directions.
- B. Pavement sawing. Follow State Specifications 690.3. Cut depth: Full pavement thickness.
- C. Traffic control: Follow State Specification 643.3.
 - 1. Warning lights: Type A.

END OF SECTION

EROSION CONTROL NOTES

1. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE PROJECT.
2. PLAN REVISIONS OR AMENDMENTS ONLY ALLOWED WITH ENGINEER'S APPROVAL. WDNR APPROVAL REQUIRED PRIOR TO FIELD IMPLEMENTATION FOR CHAPTER 30 APPROVED PROJECTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. CONTRACTOR SHALL REPAIR DEFICIENT EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24-HOURS AFTER INSPECTION. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
4. INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
5. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA. COMPLY WITH **WDNR TECHNICAL STANDARD STORM INLET PROTECTION FOR CONSTRUCTION SITES #1060**.
6. INSTALL AND MAINTAIN FILTER SOCKS (EROSION LOGS) IN ACCORDANCE WITH **WDNR TECHNICAL STANDARD INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS #1071**.
7. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. FOLLOW 01 57 13 FOR LATE SEASON STABILIZATION AFTER SEPTEMBER 15TH.
8. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
9. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY OWNER & ENGINEER. SEPARATE SWEEPED MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
10. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES IF NECESSARY OR AS DIRECTED BY OWNER OR ENGINEER.
11. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE WDNR REMEDIATION AND WASTE MANAGEMENT REQUIREMENTS FOR HANDLING AND DISPOSING OF CONTAMINATED MATERIALS.

GENERAL NOTES

1. GRADE DITCHES AND SWALES TO DRAIN.
2. MAINTAIN SITE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
3. LIMIT DISTURBANCE TO AREA SHOWN ON DRAWINGS.

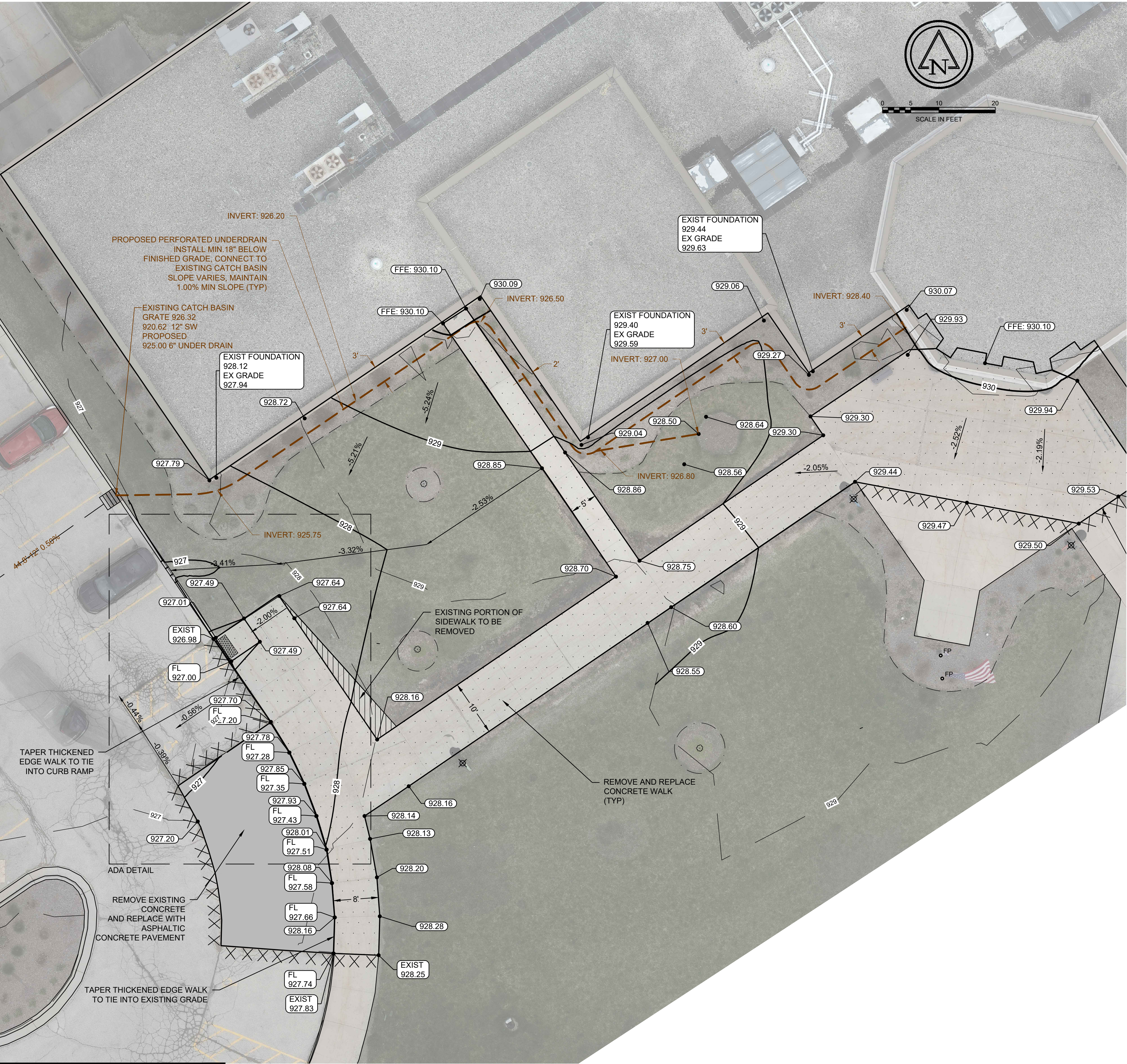
CONSTRUCTION SEQUENCE

1. INSTALL ALL WORK ZONE TRAFFIC CONTROL MEASURES NECESSARY FOR SITE ACCESS DURING CONSTRUCTION AND FOR EQUIPMENT AND MATERIALS STORAGE AT APPROVED LOCATIONS.
2. INSTALL AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE "WISCONSIN DNR TECHNICAL STANDARDS".
3. REMOVE AND DISPOSE OF EXISTING VEGETATION.
4. STRIP AND STOCKPILE EXISTING TOPSOIL FOR REUSE.
5. REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK.
6. INSTALL UNDERDRAIN AND CONNECT INTO EXISTING CATCH BASIN.
7. COMPLETE GRADING OF SUBGRADE , STABILIZE SUBGRADE AS REQUIRED AND INSTALL BASE COURSE.
8. INSTALL CONCRETE SIDEWALK.
9. INSTALL ASPHALTIC PAVEMENT.
10. AREAS PLANNED TO BE INACTIVE FOR 7 DAYS OR LONGER SHALL BE TEMPORARILY STABILIZED FOLLOWING DNR TECHICAL STANDARD 1059 SEEDING. THESE AREAS SHALL BE STABILIZED WITHIN 7 DAYS OF BEING INACTIVE.
11. AREAS BROUGHT TO FINAL GRADE SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS.
12. PERMANENTLY RESTORE DISTURBED AREAS WITH TOPSOIL, SEED AND EROSION MAT.
13. COMPLETE PAVEMENT MARKING.
14. REMOVE WORK ZONE TRAFFIC CONTROL.
15. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER 80% GROWTH DENSITY HAS OCCURRED IN 100% OF RESTORATION AREAS. CONTRACTOR SHALL OBTAIN OWNER AND ENGINEER APPROVAL PRIOR TO REMOVING THE MEASURE(S). RESTORE DISTURBED AREAS AROUND REMOVED DEVICES.
16. PERFORM FINAL CLEANING.

NOTE: CITY OF NEW BERLIN WILL PERFORM ALL FINAL RESTORATION AND LANDSCAPING

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NEW BERLIN SAFETY BUILDING DRAINAGE IMPROVEMENTS GENERAL NOTES CITY OF NEW BERLIN WAUKESHA COUNTY, WISCONSIN		A R W Y - I - S - O N S
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DRAFTED BY: TSP		
CHECKED BY: PWG		
DATE: AUGUST 2023		
FILE NO. 14-10036		
 SHEET NO. GN-01		

Aug 10, 2023 9:23am PLOTTED BY:DKlemm SAVED BY:JKleve
IMAGES:20230424 NB Public Safety Building_6609_20230424 NB Public Safety Building_LOW RES_6609; RM SQUARE_Full Color-Print;
C:\CS3_201814_20230424 NB Public Safety Building_Improvements.dwg(Zepher) - Grading and Erosion Control Plan - C-3.0.dwg
C:\CS3_201814_20230424 NB Public Safety Building_Improvements.dwg(Zepher) - Grading and Erosion Control Plan - C-3.0.dwg



AVAILABLE DATA ON UNDERGROUND STRUCTURES, CONDUIT AND PIPES HAS BEEN SHOWN ON THE DRAWINGS. THESE LOCATIONS SHALL NOT BE TAKEN AS CONCLUSIVE. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND FACILITIES, WHETHER OR NOT SHOWN ON THE DRAWING, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT.



- NOTES:
1. ALL AREAS TO DRAIN AWAY FROM THE EXISTING BUILDING
 2. PROPOSED GRADES AT EXISTING BUILDING SHALL BE 4\"/>
 3. LANDSCAPE AND RESTORATION TO BE COMPLETED BY THE CITY OF NEW BERLIN.

NEW BERLIN SAFETY BUILDING DRAINAGE IMPROVEMENTS

GRADING AND PAVEMENT PLAN
CITY OF NEW BERLIN
WAUKESHA COUNTY, WISCONSIN

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DRAFTED BY: TSP

CHECKED BY: PWG

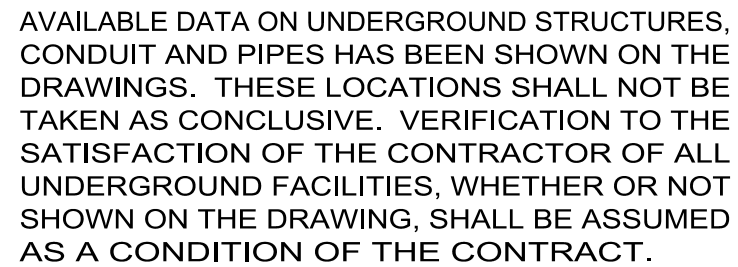
DATE: AUGUST 2023

FILE NO.
14-10036

BID SET
SHEET NO.
GR-01

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A



- NOTES:**
1. ALL AREAS TO DRAIN AWAY FROM THE EXISTING BUILDING
 2. PROPOSED GRADES AT EXISTING BUILDING SHALL BE 4" BELOW THE EXISTING FOOTING TO ALLOW FOR THE INSTALLATION OF MULCH WITHIN THE LANDSCAPE AREAS
 3. LANDSCAPE AND RESTORATION TO BE COMPLETED BY THE CITY OF NEW BERLIN.

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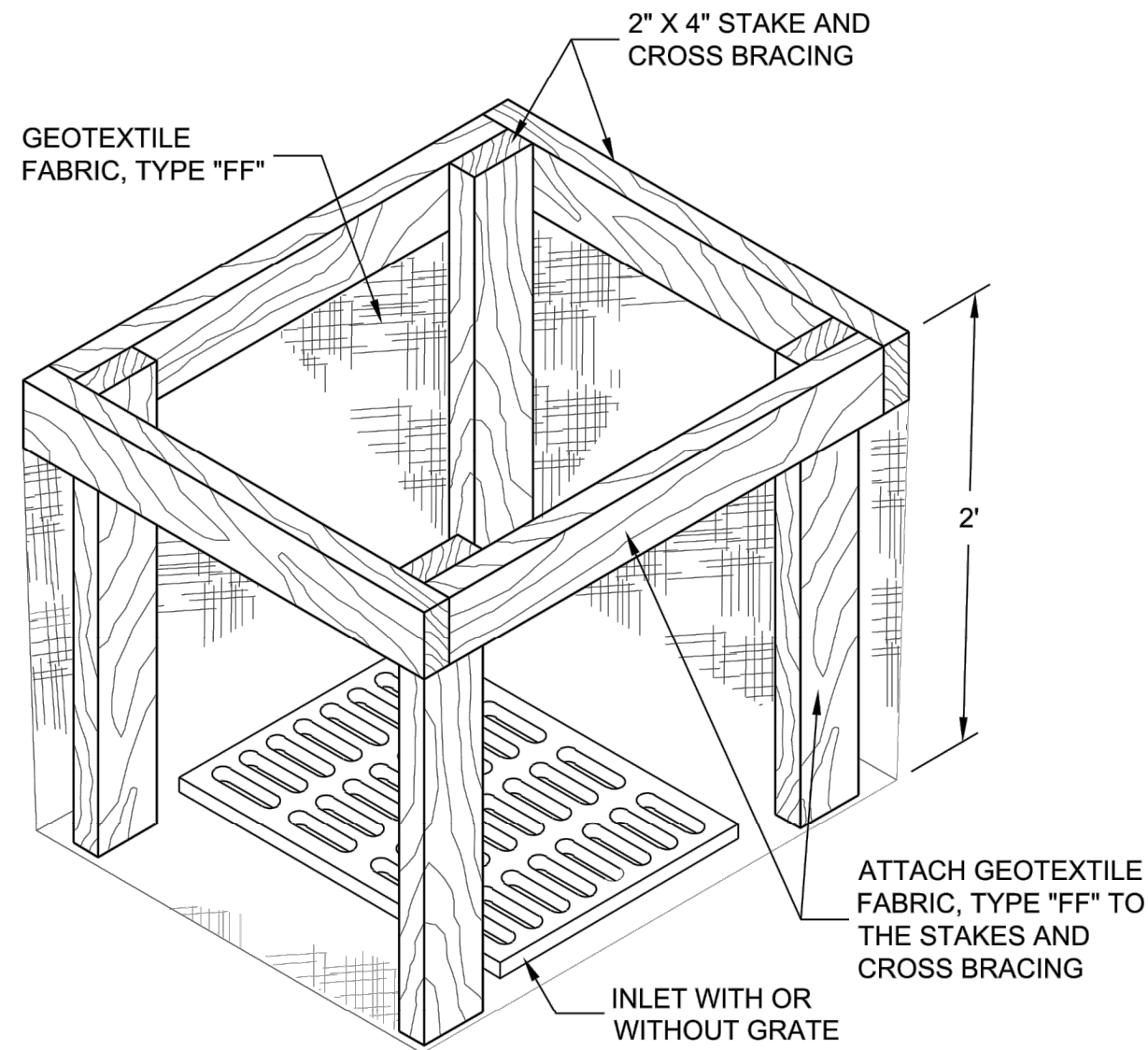
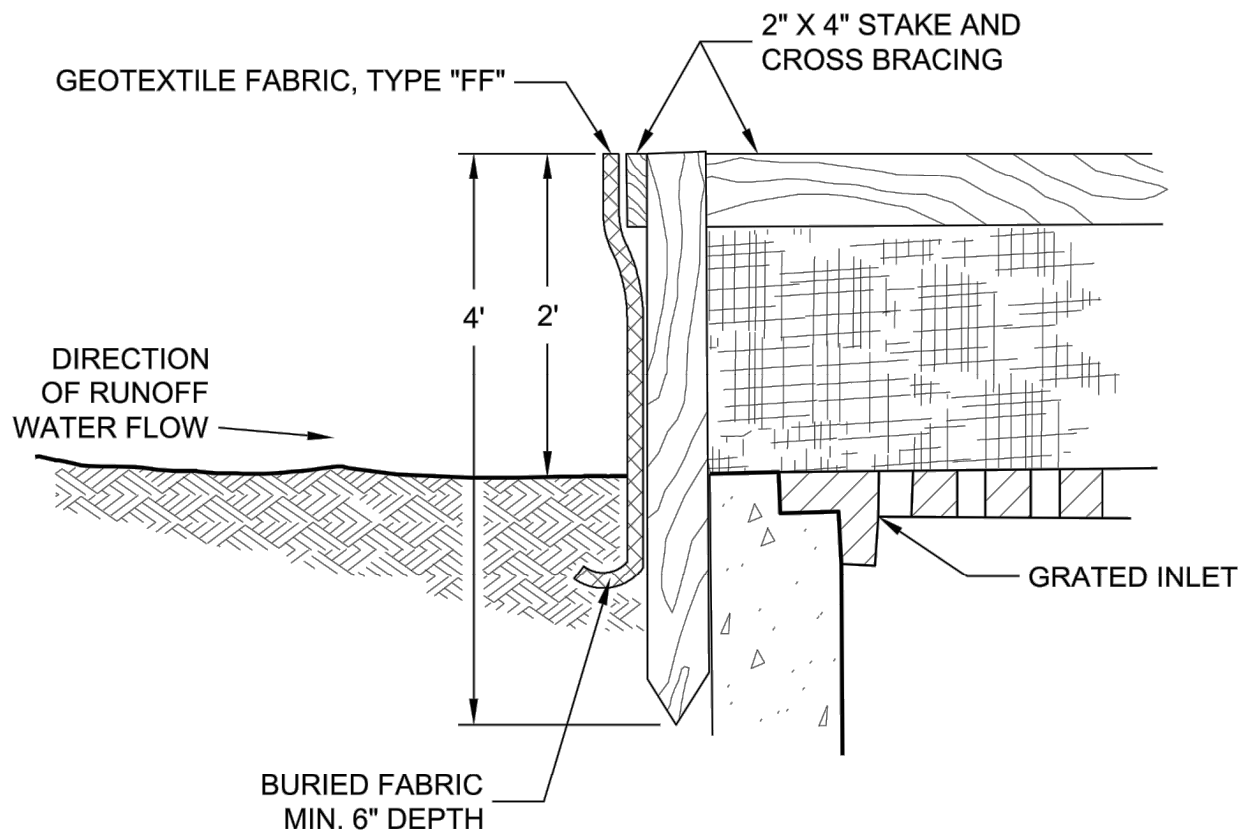
Table 1 – Prescriptive Compliance Area Soil Stabilization

Prescriptive Compliance Areas	Bare Soil	Slope & Channel Management	Periods of Inactivity	Final Grade
Soil stockpiles that will exist for more than 7 days Utility trench backfills Temporary ditches/swales that will exist for more than 7 days Permanent ditches/swales Small areas – Less than 1 acre and less than 1% of site Discrete areas – Less than 1 acre Storm water practice side slopes Slopes steeper than 20%	<u>Areas that Do Not Drain to Sediment Basins or Traps</u> Limit the duration of soil exposure to no more than 30 days. <u>Areas that Drain to Sediment Basins or Traps</u> Limit the duration of soil exposure to no more than 90 days. However, use the duration from the soil loss and sediment discharge calculations for the other areas of the site if less than 90 days.	<u>General</u> Design and implement approved soil stabilization practices per DNR technical standards. Refer to WisDOT Slope & Channel Matrices for appropriate slope and slope length conditions. <u>Slopes Steeper than 20%</u> Provide stable diversion of off-site runoff around the slope. Provide slope interruption devices in accordance with Manufactured Perimeter Control & Slope Interruption Products Technical Standard 1071 or equivalent methods to reduce uninterrupted slope length.	<u>Planned Inactivity</u> Stabilize immediately if area will be left inactive for more than 14 days. <u>Unplanned Inactivity</u> Stabilize area immediately if period of inactivity reaches 14 days.	<u>Permanent Features</u> Stabilize area immediately after reaching final grade. <u>Temporary Features</u> Stabilize area immediately after establishment of temporary feature or reaching specified temporary grade.

Aug 10, 2023 9:23am PLOTTED BY:DKlemm SAVED BY:DKlemm
IMAGES:USLEGuidanceFinal: RM SQUARE Full ColorPrint: ECDOTCHD-07, PAVALK-01, RM2246
C:\Users\DKlemm\OneDrive\Documents\New Berlin\1003 Safety Building Improvements\dwg\2498 Construction Details.dwg
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SDD 08E10 Inlet Protection, Types A, B, C and D



INLET PROTECTION, TYPE "A"

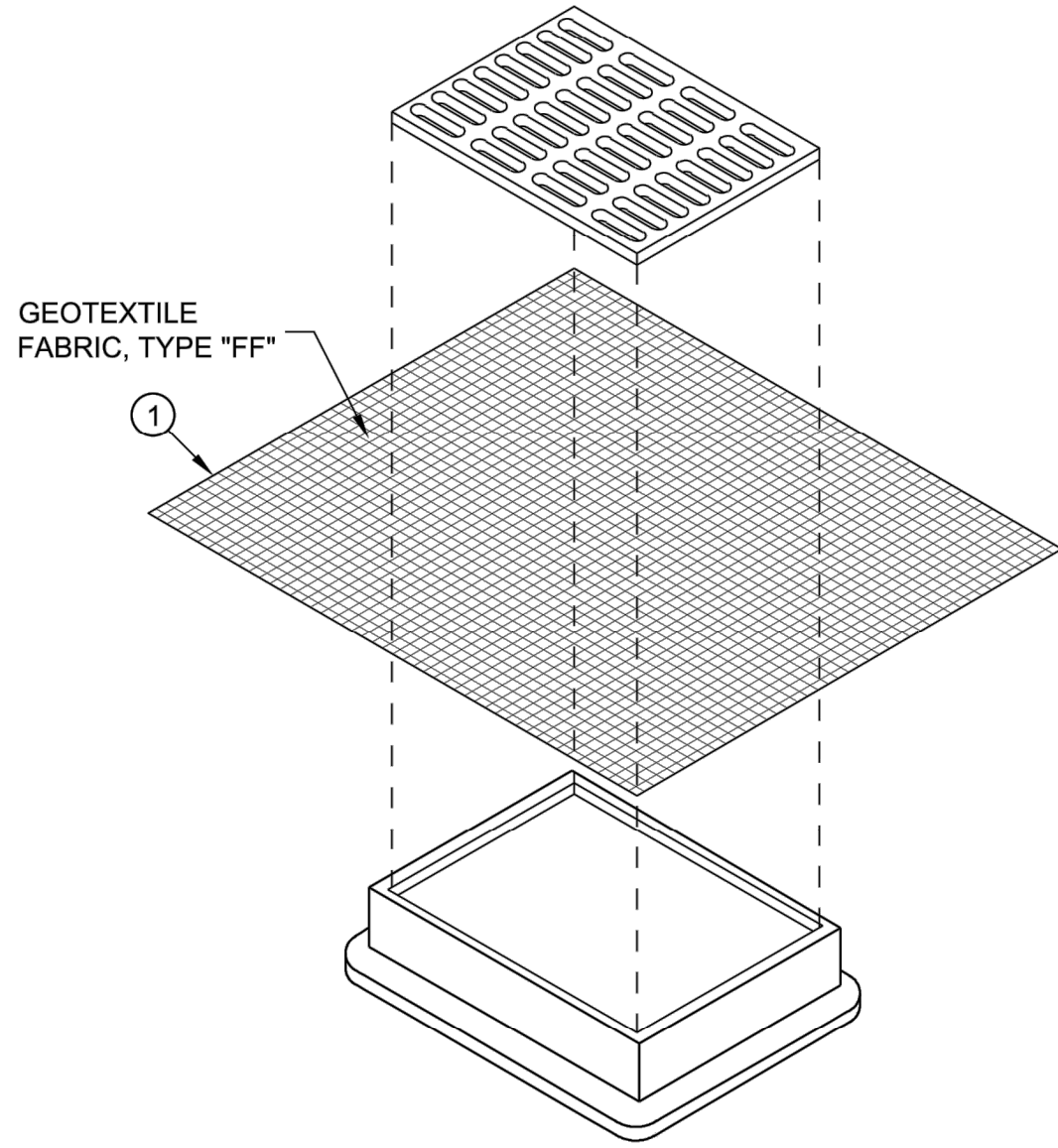
GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

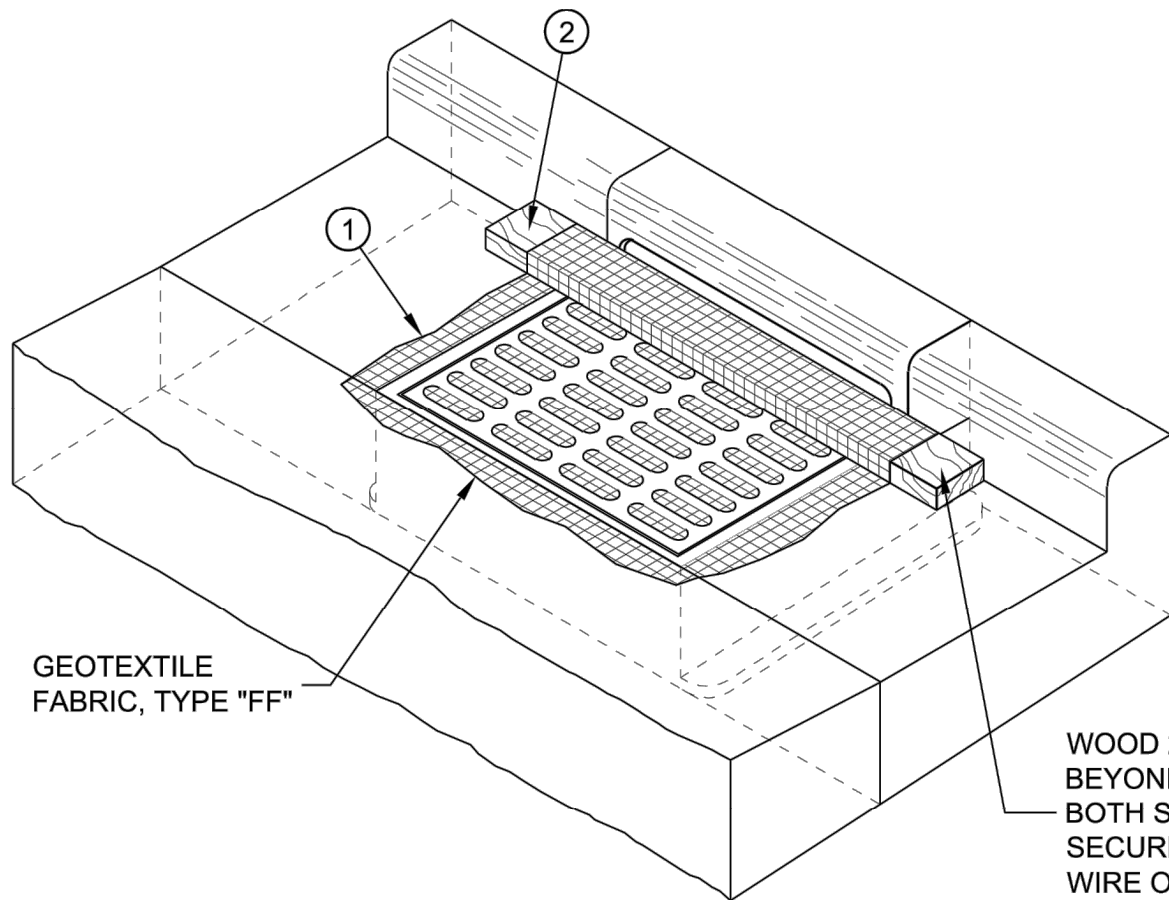
MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

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

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



INLET PROTECTION, TYPE "B"
(WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE "C"
(WITH CURB BOX)

INSTALLATION NOTES

TYPES B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

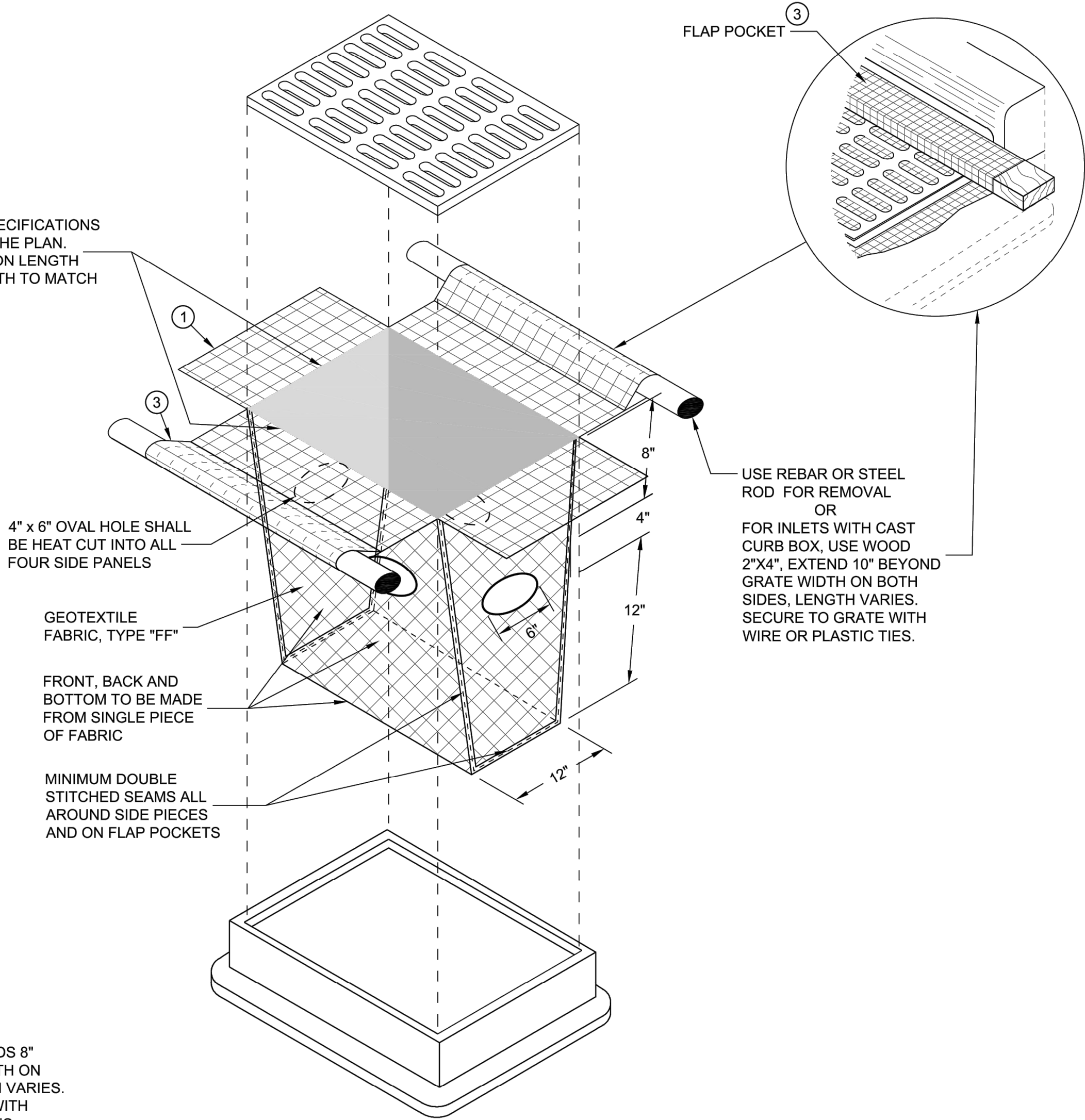
TYPE D

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

INLET SPECIFICATIONS
AS PER THE PLAN.
DIMENSION LENGTH
AND WIDTH TO MATCH



INLET PROTECTION, TYPE "D"
(CAN BE INSTALLED IN ANY INLET WITH OR WITHOUT A CURB BOX AS PER NOTE 2)

INLET PROTECTION TYPES A, B, C AND D

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
10/16/02 DATE /S/ Beth Cannestra
ROADWAY STANDARDS DEVELOPMENT
ENGINEER

FHWA

6

SDD 08E10 - 02

6

SDD 08E10 - 02

NEW BERLIN SAFETY BUILDING DRAINAGE IMPROVEMENTS

CONSTRUCTION DETAILS

CITY OF NEW BERLIN
WAUKESHA COUNTY, WISCONSIN

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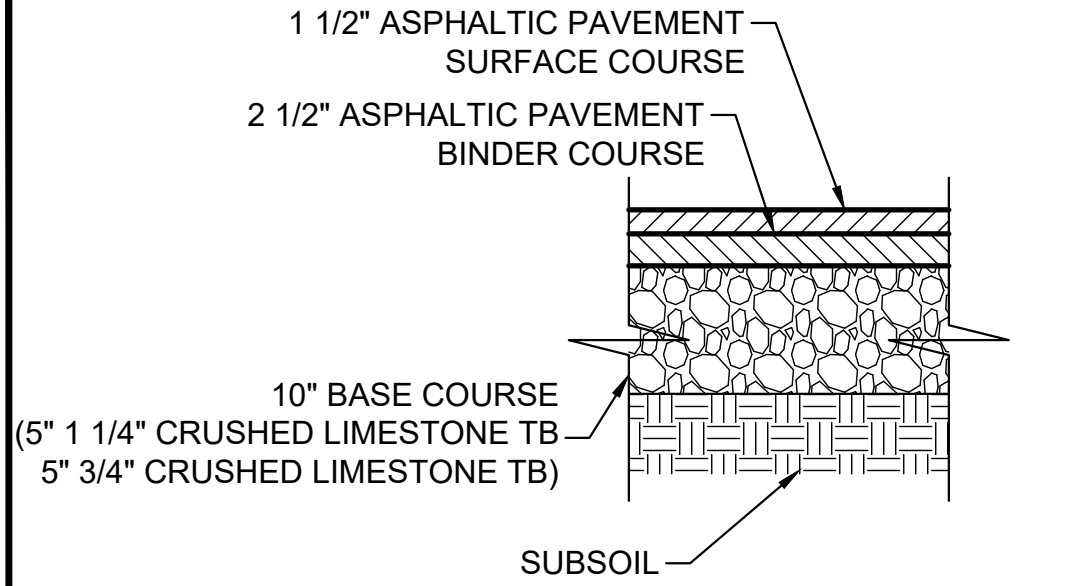
SHEET NO.
DT-02

BID SET

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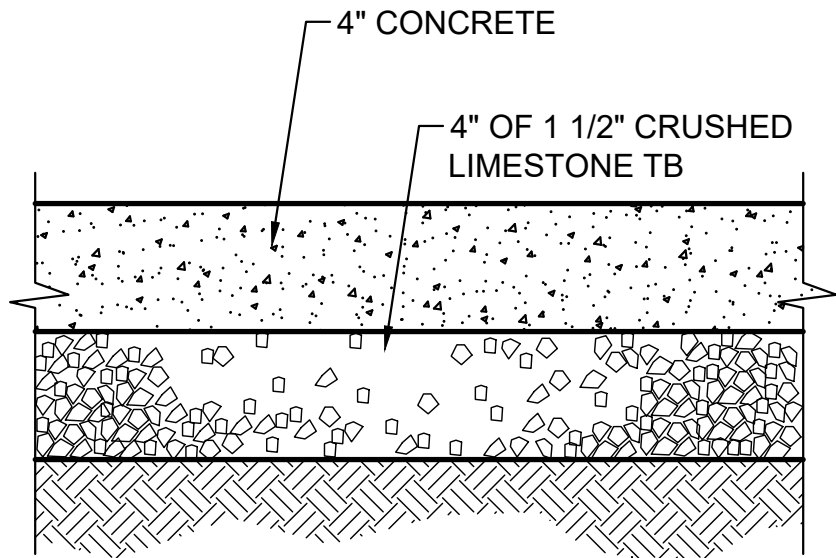
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IMAGES:USLEGuidanceFinal: RM SQUARE Full ColorPrint: 2023-08-10 09:24:05
C:\Users\DKlemm\OneDrive\Documents\New Berlin\2023 Safety Building Improvements\dwg\24323-03 Construction Details.dwg
C:\Users\DKlemm\OneDrive\Documents\New Berlin\2023 Safety Building Improvements\dwg\24323-03 Construction Details.dwg

2023-SEP - CONSTRUCTION DETAILS 10-10



ASPHALT PAVEMENT CROSS SECTION

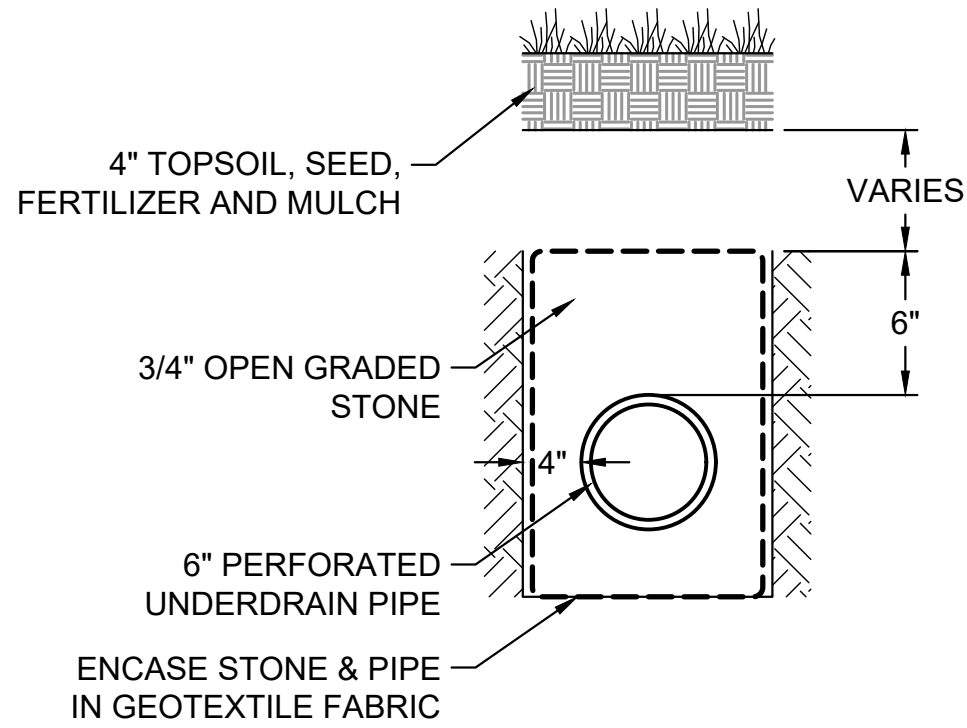
PV-SECT-07 12 NO SCALE



NOTE:
SEE PLANS AND SPEC'S FOR EXPANSION CONTROL
JOINT LOCATIONS AND REQUIREMENTS

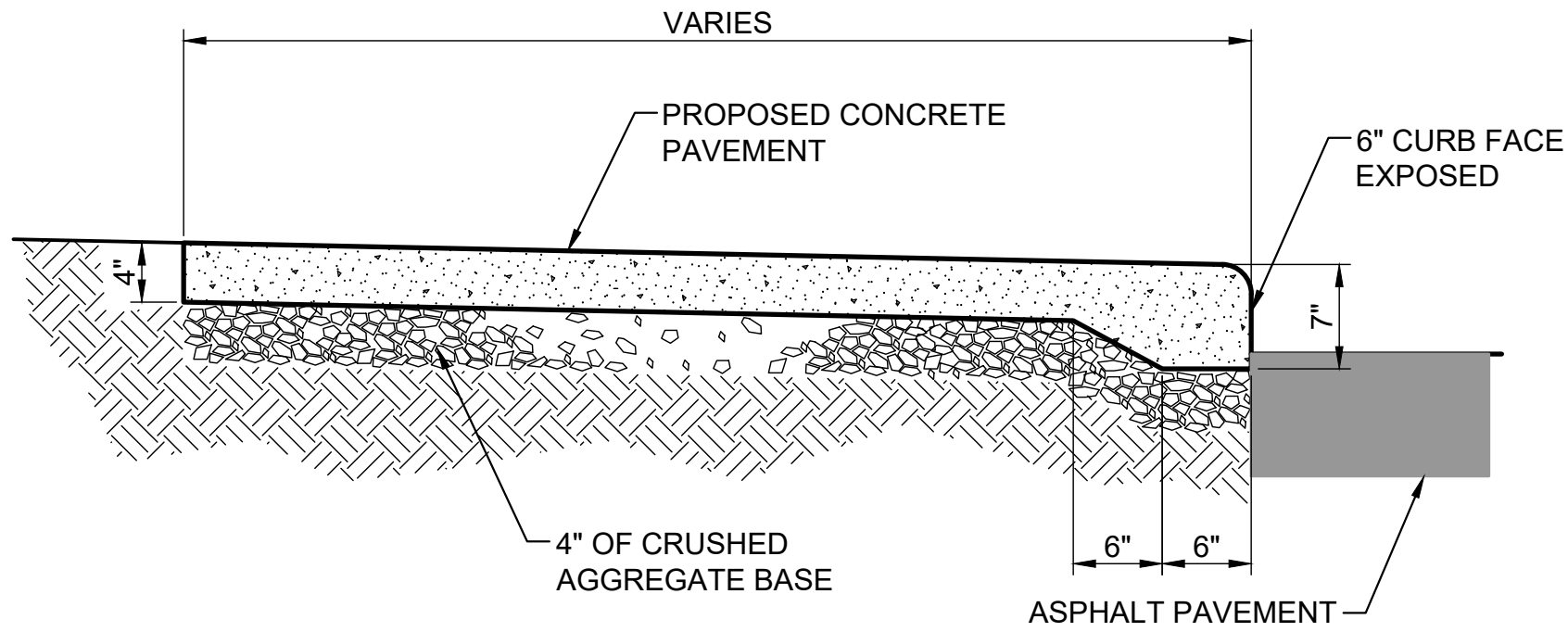
CONCRETE PAVEMENT SECTION

PV-SECT-03 12 NO SCALE



UNDERDRAIN DETAIL

STO-DRAIN-05 10 NO SCALE



THICKENED EDGE SIDEWALK DETAIL

PV-WALK-01 12 NO SCALE

NEW BERLIN SAFETY BUILDING DRAINAGE IMPROVEMENTS

CONSTRUCTION DETAILS

CITY OF NEW BERLIN
WAUKESHA COUNTY, WISCONSIN

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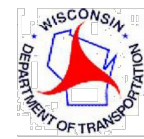


SHEET NO.
DT-03

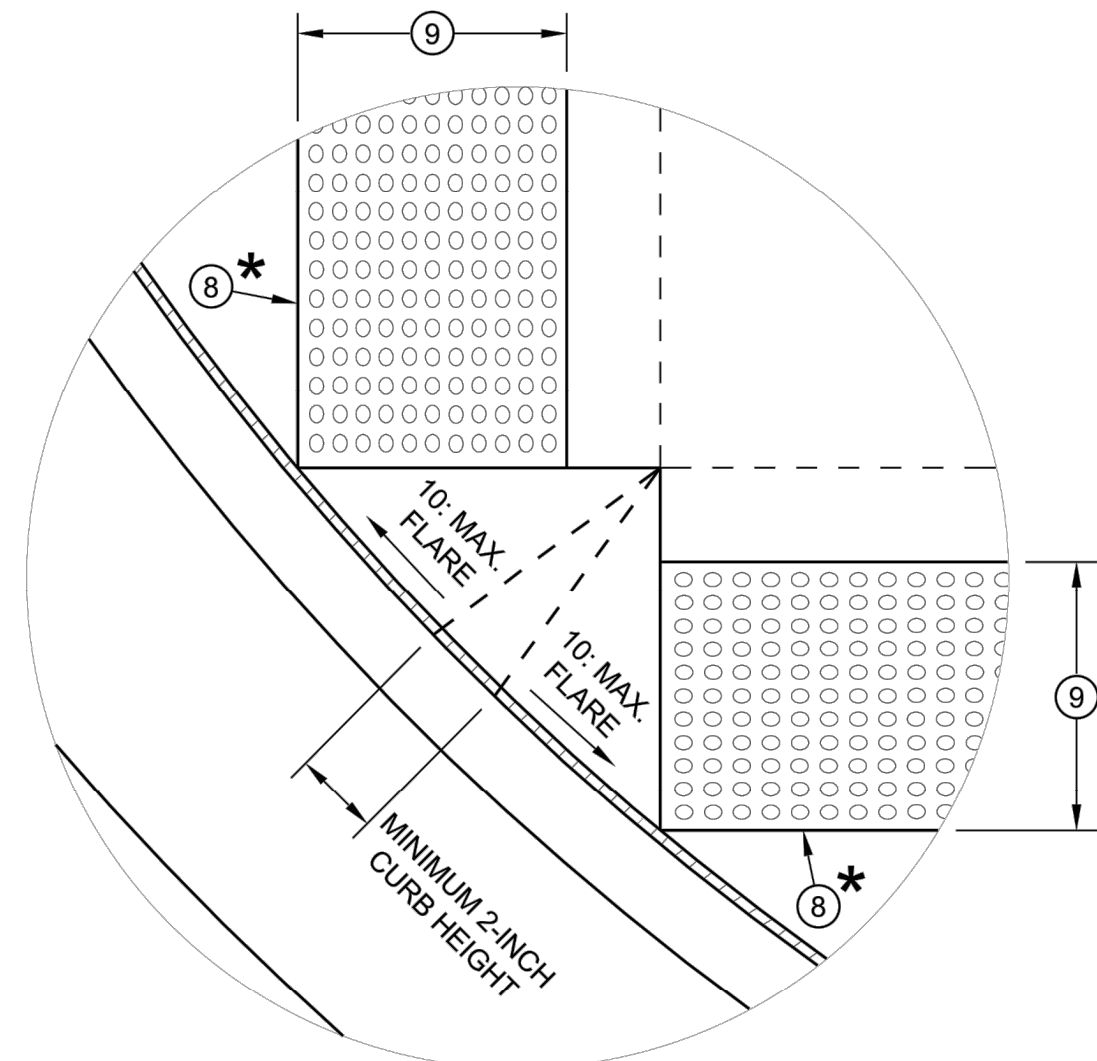
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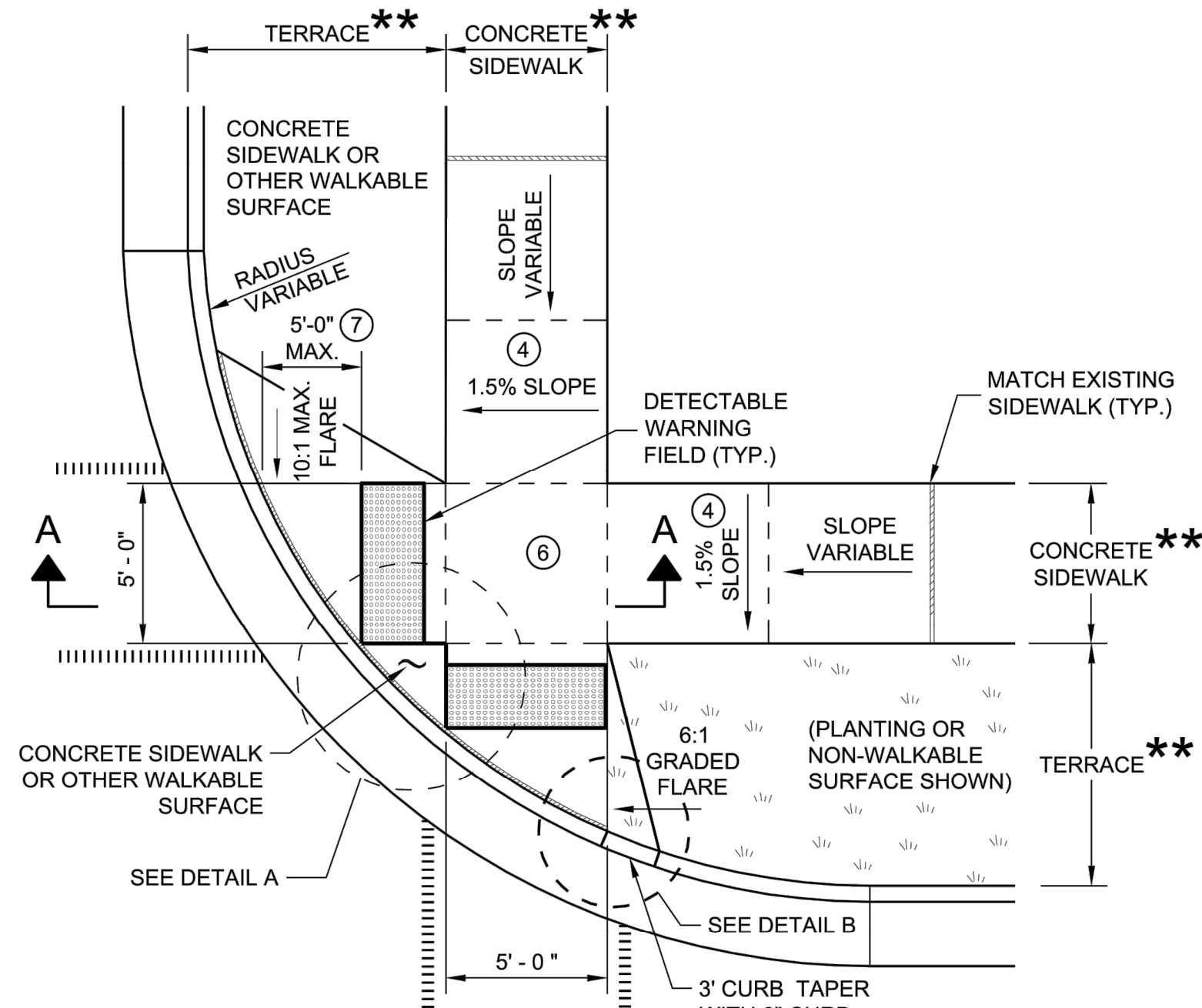
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IMAGES:USLEGuidanceFinal: RM SQUARE Full ColorPrint: E:\COTD\CH-07_P\WALK-K01_RM2346
C:\Users\DKlemm\OneDrive\Documents\New Berlin\08D05 Safety Building Improvements\08D05-20b Construction Details.dwg
C:\Users\DKlemm\OneDrive\Documents\New Berlin\08D05 Safety Building Improvements\08D05-20b Construction Details.dwg



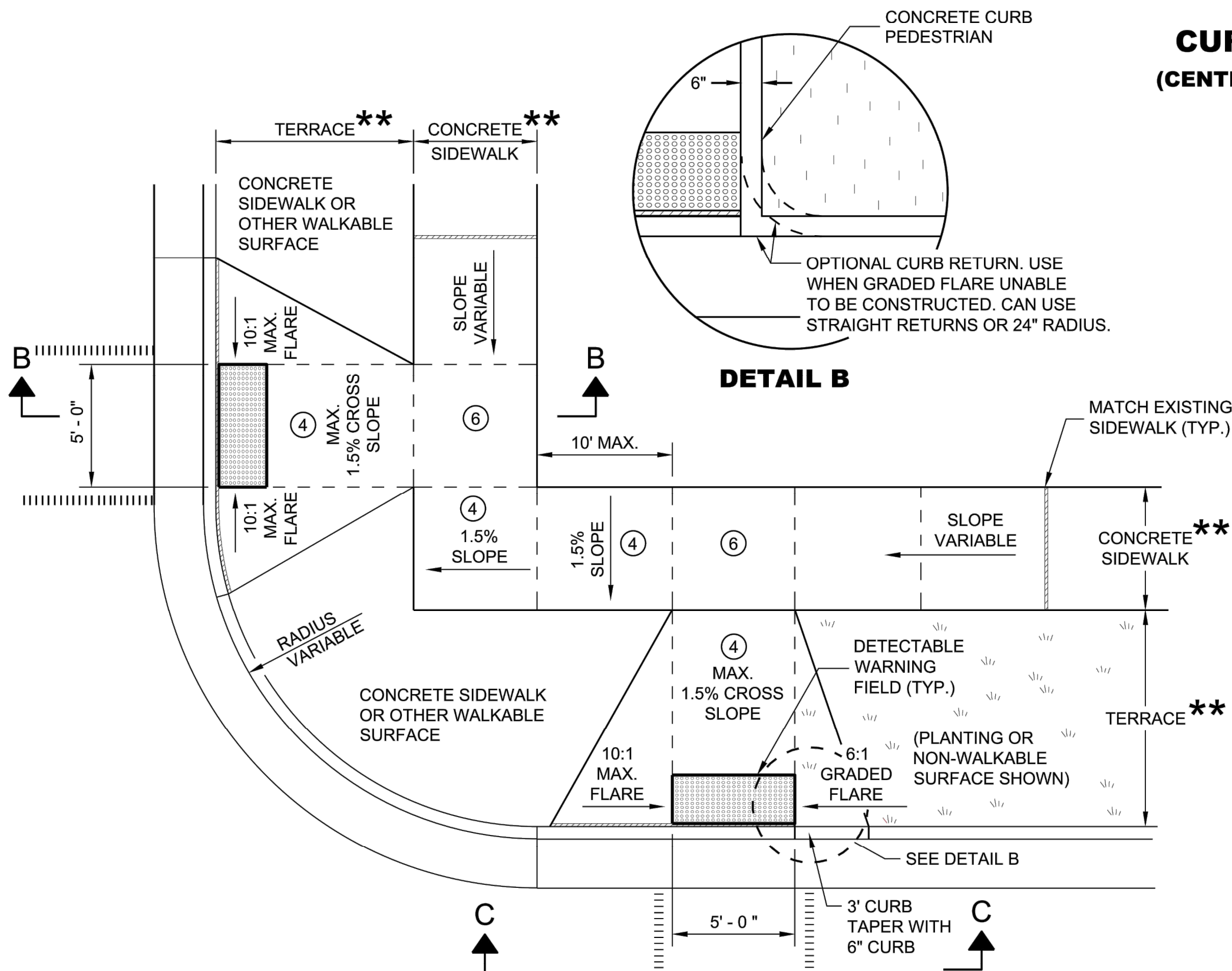
SDD 08D05-b Curb Ramps Types 2 and 3



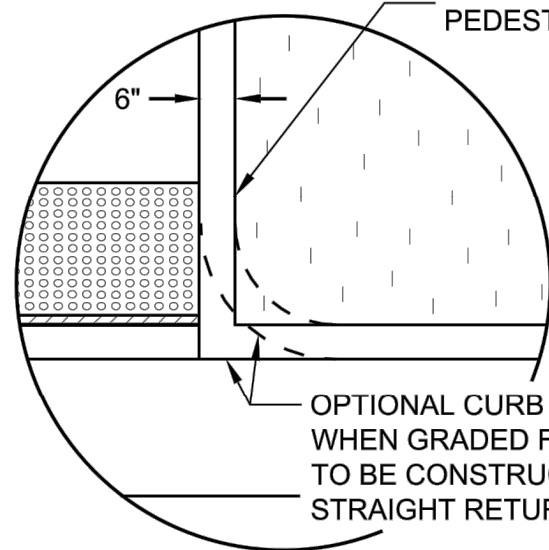
DETAIL A



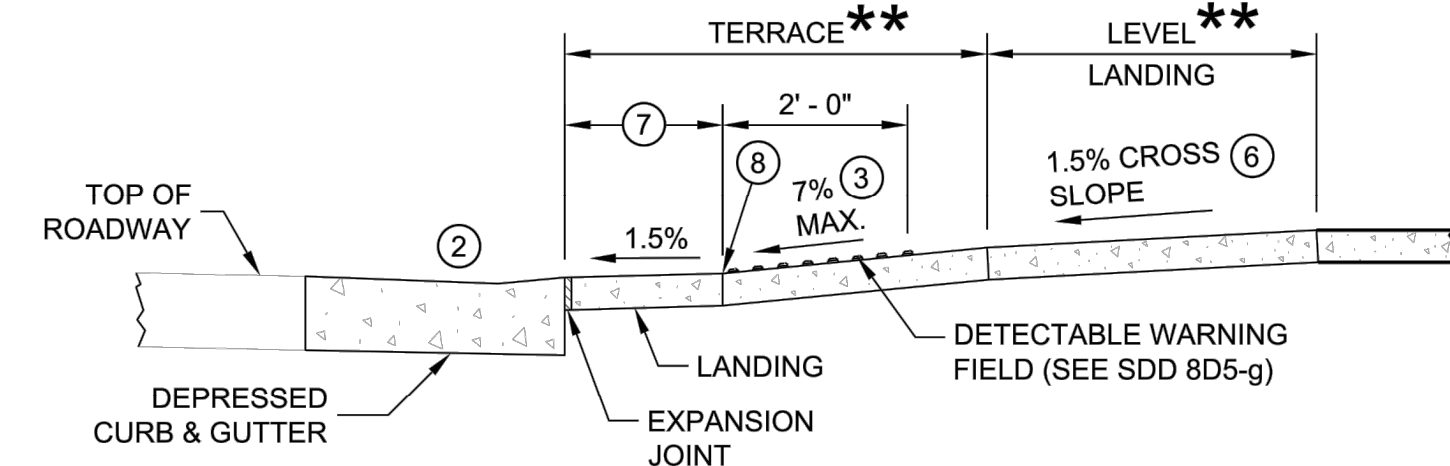
PLAN VIEW
CURB RAMP TYPE 2
(CENTER OF CORNER RADIUS)



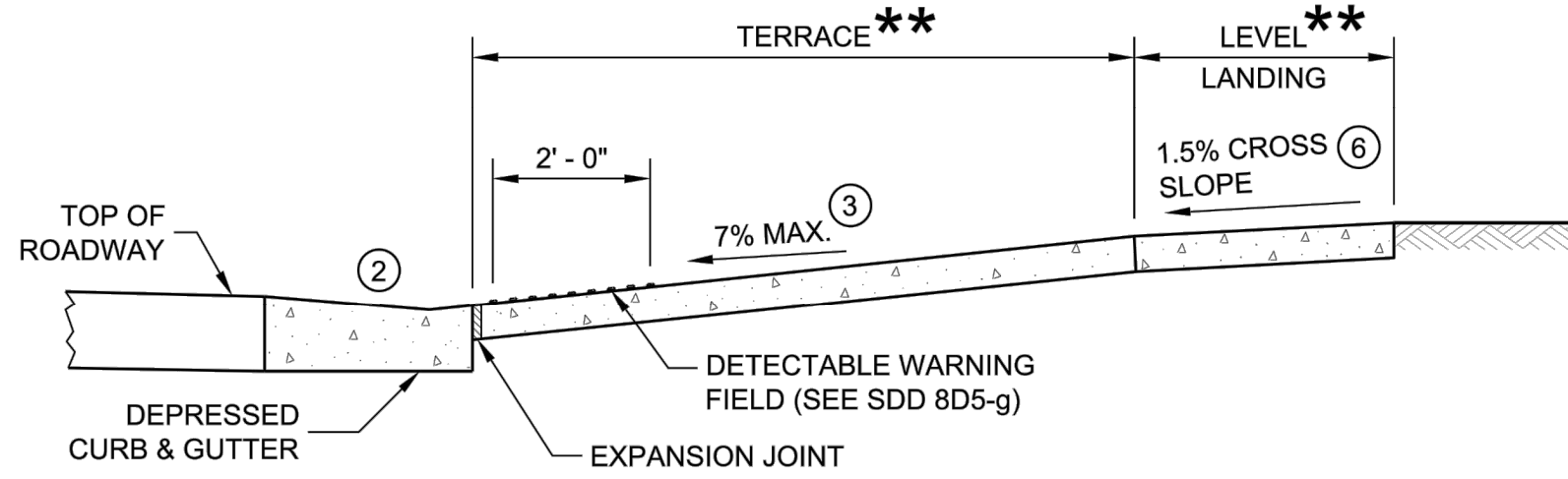
PLAN VIEW
CURB RAMP TYPE 3
(OUTSIDE OF CROSSWALK AREA)



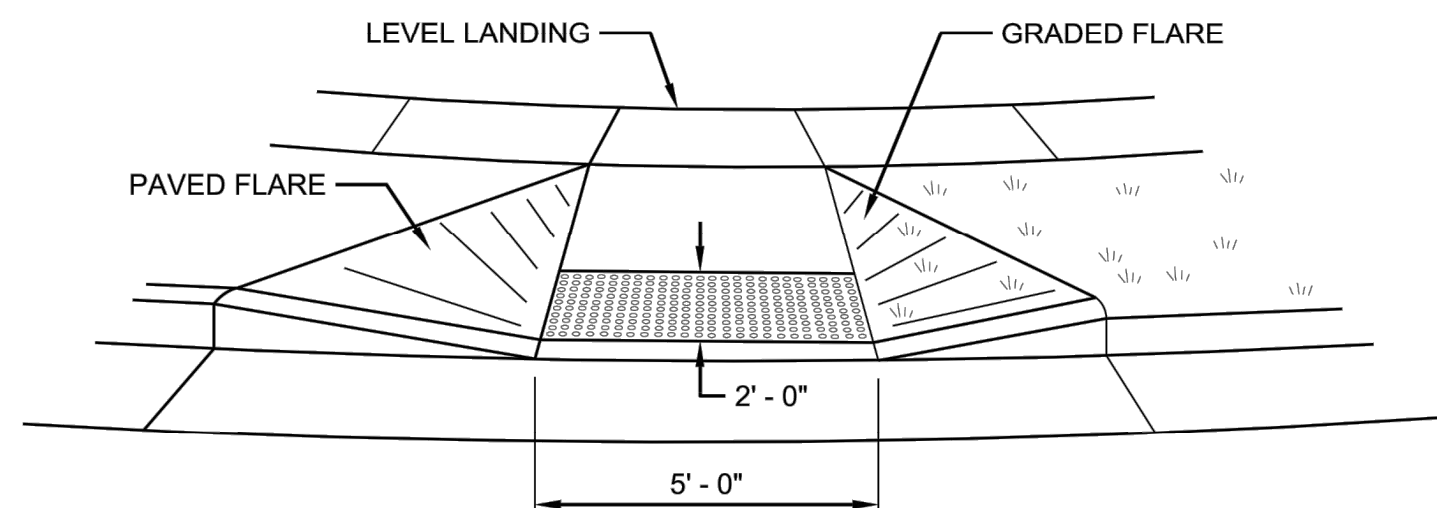
DETAIL B



SECTION A - A FOR TYPE 2



SECTION B - B FOR TYPE 3



VIEW C - C FOR TYPE 3

GENERAL NOTES

- AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTIONS IN FRONT OF RAMP ACCESS AREAS.
- DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.
- DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE SHALL BE FROM THE SAME MANUFACTURER.
- ② GRADE CHANGE BETWEEN GUTTER FLAG SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 11%. MAXIMUM GUTTER FLAG SLOPE IS 4%. PROVIDE LONGITUDINAL DRAINAGE AROUND CURB AND AWAY FROM CURB RAMP. NO VERTICAL LIPS OR DISCONTINUITIES GREATER THAN 1/4 - INCH ARE ALLOWED. SLOPE OF CURB HEAD OPENING SHALL MATCH THE RAMP SLOPE, MINIMALLY 1.5% AND NOT TO EXCEED 7%. WHEN ADJACENT TO 1.5% LANDING, CONSTRUCT CURB HEAD OPENING AT 1.5% IN THE DIRECTION OF PEDESTRIAN TRAVEL.
- ③ AN 8.33% CURB RAMP SLOPE IS ALLOWABLE WITH FLATTENED GUTTER FLAG SLOPE (2.67% OR LESS) AND NOT TO EXCEED 11% GRADE CHANGE.
- ④ ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.
- ⑥ PROVIDE A LEVEL LANDING (MAXIMUM 2% SLOPE) IN ANY DIRECTION OF PEDESTRIAN TRAVEL. STANDARD LEVEL LANDING SIZE IS 5 FEET X 5 FEET.
- ⑦ WHEN GRADE BREAK DISTANCE EXCEEDS 5 FEET, USE RADIAL DETECTABLE WARNING FIELD PER SDD 8D5-f.
- ⑧ PROVIDE GRADE BREAK PERPENDICULAR TO DIRECTION OF WHEELCHAIR TRAVEL.
- ⑨ WHEN DISTANCE IS LESS THAN 6' - 0", IT MAY BE DIFFICULT TO ACHIEVE A 7% SLOPE OR FLATTER ALONG THE RAMP. REDUCE CURB HEIGHT IN TRIANGLE AREA TO ACHIEVE 7% SLOPE OR FLATTER ON RAMP. CONSTRUCT 2-INCH MINIMUM CURB HEIGHT BETWEEN 10:1 FLARES.

* MAXIMUM 2.0% SLOPE
IN ALL DIRECTIONS IN
FRONT OF GRADE BREAK

** WIDTH SHOWN ELSEWHERE
IN THE PLANS

LEGEND

- 1/2" EXPANSION JOINT SIDEWALK
- - - - - CONTRACTION JOINT SIDEWALK
- ||||| PAVEMENT MARKING CROSSWALK (WHITE)

CURB RAMPS TYPE 2 AND 3

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

NEW BERLIN SAFETY BUILDING DRAINAGE IMPROVEMENTS

CONSTRUCTION DETAILS

CITY OF NEW BERLIN
WAUKESHA COUNTY, WISCONSIN

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SHEET NO.
DT-04

BID SET

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REQUESTED ACTION STATEMENT

DATE: September 6, 2023

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Radomski – Director of Public Works

ISSUE:

Resolution Number 2023-22: A Resolution Amending the 2023 Capital Projects Budget

REQUESTED:

Recommend Council to approve Resolution Number 2023-22: A Resolution Amending the Capital Projects Budget in the following ways:

EXPENDITURES - Increase

04251300-61413-C2023	FOUNDATION-SAFETY BLDG	\$ 40,000
----------------------	------------------------	-----------

EXPENDITURES - Decrease

04252900-61127-C2023	LIGHTING – MALONE PARK	\$ 40,000
----------------------	------------------------	-----------

FISCAL IMPACT:

The City will use some of the savings from favorable bids for the Malone Park Lighting Upgrade project to subsidize the Safety Building Foundation CIP project budget. The costs for the Safety Building Foundation/Grading/Sidewalk project came in over budget and the Malone Park lighting upgrades came in significantly under budget which allowed this request to take place. There will be no additional borrowing needed to fund both projects.

RATIONALE:

The Safety Building has had water leaking into the basement on occasion due to inadequate drainage around the building. In addition, the sidewalk from the front entrance to the visitor's parking lot is in poor condition and in need of replacement due to condition and grade changes. By redesigning the grade around the building and installing a drain tile, we can minimize the chance of water getting into the basement of the Safety Building.

RESOLUTION NUMBER 2023-22

A RESOLUTION AMENDING THE 2023 CAPITAL PROJECTS BUDGET

WHEREAS, after the bid opening it was determined that the safety building foundation project would be over budget. This is a critical project that needs to be completed. Source of funds would be the Malone Park Lighting project which came in under budget. The best option at this point in time is to amend the Capital Projects Budget to cover the expected costs.

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

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

EXPENDITURES - Increase

04251300-61413-C2023	FOUNDATION-SAFETY BLDG	\$ 40,000
----------------------	------------------------	-----------

EXPENDITURES - Decrease

04252900-61127-C2023	LIGHTING – MALONE PARK	\$ 40,000
----------------------	------------------------	-----------

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 26th day of September 2023.

David Ament, Mayor

Countersigned:

Rubina M Medina, City Clerk

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament
Recreation Commission

FROM: Gregory Kessler, AICP – Director of Community Development 

RE: Requested Action Statement (RAS) for the approval of the proposed Hours of Operation for the Activity and Recreation Center (ARC).

DATE: September 21, 2023

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council for the proposed Hours of Operation for the Activity and Recreation Center (ARC).

FISCAL IMPACT: Not Applicable

SOURCE OF FUNDS: Not Applicable

RATIONALE / BACKGROUND: This request is a referral from staff to the Recreation Commission for a recommendation to the Common Council. The City's new Activity and Recreation Center (ARC) is expected to open in early 2024. The proposed defined hours of operation are as follows:

ARC Proposed Hours of Operation:

Proposed Hours of Operation (Fall/Spring/Winter) – 92 Hours		
	Hours of Operation	Staffing Hours
Monday - Friday	6:00AM – 9:00PM	5:30AM – 9:30PM
Saturday	7:00AM – 6:00PM	6:30AM – 6:30PM
Sunday	10:00AM – 4:00PM	9:30AM – 4:30PM

Proposed Hours of Operation (Summer) – 74 Hours		
	Hours of Operation	Staffing Hours
Monday - Thursday	7:00AM – 9:00PM*	6:30AM – 9:30PM
Friday	7:00AM – 6:00PM	6:30AM – 6:30PM

Saturday	9:00AM – 4:00PM	8:30AM – 4:30PM
Sunday	Closed**	Closed

*Gym closes at 8:00PM, while program run until 9:00PM.

**Open for tournaments only.

The City of New Berlin Recreation Department has a long history of providing a variety of quality recreational programming and experiences. However, the lack of indoor space was limiting the delivery of services. As such, in 2020, the City of New Berlin Mayor and Common Council authorized the purchase of a portion of the old vacant Walmart located generally in the southeast quadrant of the Moorland Road and National Avenue intersection. To effectuate this purchase, the city partnered with Burghardts Sporting Goods on the adaptive re-use of not only the vacated building but the site as well. For the City, Phase 1, which was a remodeling project, updated approximately 25,000 square feet of the existing building in order to continue to provide programming for “existing” recreation programs only. This new facility is called “The Activity and Recreation Center” (ARC). The rehab was completed in 2021. The city approved Phase 2 in 2021 which included the construction of approximately 40,000 square feet of “new” space that would allow for the expansion of recreation program offerings in addition to providing a venue for outside organizations to hold sporting events ranging from tournaments for basketball, pickle ball and volleyball. A concession stand will be available as well as an above ground mezzanine track for running and walking. The anticipated completion date of Phase 2 is sometime in early 2024.

Because of this significant investment that the city has made it is essential that the ARC be open and available to the public as much as possible and during convenient times. The DCD - Recreation Division’s ability to staff these proposed hours is a relevant and a critical element to implementation. As such, additional positions are being requested in a separate Requested Action Statement (RAS). Staff have already created a staffing schedule which is included with the RAS that will be dynamic and change as trends, demands and/or staffing needs arise or change.

Keys to Success:

With regards to the keys to success for the ARC, the following important elements have been identified and would require support across multiple spectrums:

- 1) Programming that matches current recreation trends and demographics.
- 2) Superior customer service.
- 3) Environment: providing a clean, upscale, enjoyable environment conducive to providing programming.
- 4) Convenience: Offering customers a wide range of services in one environment.
- 5) Location: Providing an easily accessible location for customers.
- 6) Reputation: Credibility, integrity and 100% dedication.
- 7) Indoor activities for year-round recreation programming.
- 8) Facility scheduled and programming designed to curb overcrowding.
- 9) Strong management team.

As the ARC opens and programming ramps up staff will continue working on a business and operating plan to project revenues and expenses to meet demands and trends. Emphasis will be placed on the concept of "Value on Investment" (VOI) due to the very nature of municipal recreational programming and their inherent value to a community due to their amenity, lifestyle and health related benefits rather than purely financial. These investments help to bring vital recreational services to our community and improve the physical, social and mental health & well-being of residents.

To this end, the ARC should be easily accessible to residents and participants during a variety of times, seasons, activities and/or programming. The proposed Hours of Operations provides for this with the appropriate staffing levels.

Staffing Schedule for the Activity and Recreation Center (ARC) *Subject to Change																																					
	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	Hours	Hours		
Manager																																		8	Manager	40	
Tanner																																		8	Tanner	40	
Katie																																		8	Katie	40	
Sam																																		8	Sam	40	
Parker/Coord 1																																		0	Parker/Coord 1	40	
PM Front Desk																																		0	PM Front Desk	40	
Coord 2 (FD)																																		8	Coord 2	40	
Coord 3																																		8	Coord 3	40	
	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	Hours	Hours of Operation		
Manager																																		8	Feb 1-August 31st (Summer)		
Tanner																																		8	Monday-Thursday	7:00am-9:00pm	
Katie																																		8	Friday	7:00am-6:00pm	
Sam																																		8	Saturday	9:00am-4:00pm	
Parker/Coord 1																																		8	Sunday	Closed	
PM Front Desk																																		8	Hours of Operation		
Coord 2																																		8	Fall/Winter/Spring		
Coord 3																																		8	Monday-Friday	6:00am-9:00pm	
	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	Hours	Saturday	7:00am-4:00pm	
Manager																																		8	Sunday	10:00am-4:00pm	
Tanner																																		8			
Katie																																		8			
Sam																																		8			
Parker/Coord 1																																		8			
PM Front Desk																																		8			
Coord 2																																		8			
Coord 3																																		8			
	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	Hours			
Manager																																		0			
Tanner																																		0			
Katie																																		0			
Sam																																		0			
Parker/Coord 1																																		8			
PM Front Desk																																		8			
Coord 2																																		8			
Coord 3																																		0			
	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	Hours			
Manager																																		0			
Tanner																																		0			
Katie																																		0			
Sam																																		0			
Parker																																		0			
PM Front Desk																																		0			
Coord 2																																		0			
Coord 3																																		0			
	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	Hours	Starting Sept. 2024		
Manager																																		0			
Tanner																																		0			
Katie																																					

Motion Sheet

Date: 9/26/23

To: Common Council, Mayor Ament & Ald. Harenda

From: Joelle Erickson, Clerk's Office

Re: Item(s) requiring Council action from the Recreation Commission held on 9/25/23

MEETING ITEM	Discussion and possible action to recommend to the Common Council approval of the ARC Hours of Operation.
COUNCIL MOTION	This item was approved by the Recreation Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	Discussion and possible action to recommend to the Common Council approval of the proposed ARC Membership Scale / Options.
COUNCIL MOTION	This item was approved by the Recreation Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	Discussion and possible action to recommend to the Common Council approval of the request for new Recreation Division positions.
COUNCIL MOTION	This item was approved by the Recreation Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament
Recreation Commission

FROM: Gregory Kessler, AICP – Director of Community Development 

RE: Requested Action Statement for the approval of Membership Scale / Program for the Activity and Recreation Center (ARC).

DATE: September 21, 2023

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of a Membership Scale / Program for the Activity and Recreation Center (ARC).

FISCAL IMPACT: The attached membership handout identifies the various membership levels that would be available for residents and non-residents. It is expected that these levels and/or pricing may change based upon demand and trends. Due to this being a new facility in New Berlin and with no clear understanding of demand yet a fiscal projection has not been completed. Revenues will be closely monitored and evaluated frequently to ensure the best value for our customers and that there is appropriate financial program support to ensure a positive and continued “Value on Investment” (VOI).

SOURCE OF FUNDS: Account. #: 1010400 44341 Recreation Center-Membership Fees

RATIONALE / BACKGROUND: The initial proposed membership program outlines both resident and non-resident fees for various age levels, including a family plan. The duration of membership can also be annually, monthly or daily. At this point, there would be two types of memberships available – one that includes access to the track and gym and another with access to the playground only. One could buy both memberships to gain access to all ARC amenities if they so

choose. Future options for membership may include a Pickleball "specific" membership but this will depend upon demand.

Amenities available under a membership would include access to the track and a divided gym for volleyball, basketball and/or pickleball. Additional amenities would include, based upon budget availability, exercise bikes, treadmills, golf simulator and / or free weights.

NEW BERLIN ACTIVITY & RECREATION CENTER

PASS OPTIONS

Become an ARC Pass member at the New Berlin Activity and Recreation Center. ARC Track and Gym Pass Members have access to our open gym times and walking track. ARC Playground Pass members have access to our indoor playground.

Classes (fitness, sports, enrichment, are available for an additional fee).

FACILITY HOURS	
FALL/SPRING/WINTER	
MONDAY-FRIDAY	6:00AM-9:00PM
SATURDAY	7:00AM-6:00PM
SUNDAY	10:00AM-4:00PM
SUMMER	
MONDAY-FRIDAY	6:00AM-9:00PM
FRIDAY	7:00AM-6:00PM
SATURDAY	10:00AM-4:00PM
SUNDAY	CLOSED

Open Gym, Track, and Playground hours change monthly and are available at www.newberlin.org/162/recreation

CONTACT US

262-797-2442

recreation@newberlin.org



ARC TRACK AND GYM PASS		
	RESIDENT	NON-RESIDENT
ANNUAL PASS		
YOUTH (14-17)	\$120 (\$10/MONTH)	\$180 (\$15/MONTH)
OLDER ADULT (55+)	\$120 (\$10/MONTH)	\$180 (\$15/MONTH)
ADULT (18-54)	\$204 (\$17/MONTH)	\$300 (\$25/MONTH)
FAMILY	\$396 (\$33/MONTH)	\$600 (\$50/MONTH)
MONTH PASS		
YOUTH (14-17)	\$18	\$29
OLDER ADULT (55+)	\$18	\$29
ADULT (18-54)	\$30	\$48
FAMILY	\$60	\$96
DAILY PASS		
YOUTH (14-17)	\$3	\$5
OLDER ADULT (55+)	\$3	\$5
ADULT (18-54)	\$5	\$8
FAMILY	\$10	\$16
ARC PLAYGROUND PASS		
	RESIDENT	NON-RESIDENT
ANNUAL PASS		
SINGLE CHILD (12 and under)	\$120 (\$10/MONTH)	\$180 (\$15/MONTH)
FAMILY	\$204 (\$17/MONTH)	\$264 (\$22/MONTH)
MONTH PASS		
SINGLE CHILD (12 and under)	\$18	\$29
FAMILY	\$23	\$34
DAILY PASS		
SINGLE CHILD (12 and under)	\$3	\$5
FAMILY	\$5	\$7



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament
Recreation Commission

FROM: Gregory Kessler, AICP – Director of Community Development 

RE: Requested Action Statement for the approval of the creation of two (2) Recreation Coordinator positions and one (1) Office Assistant position for the Department of Community Development – Recreation Division.

DATE: September 19, 2023

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the creation of two (2) Recreation Coordinator positions and one (1) Office Assistant position for the Department of Community Development – Recreation Division.

FISCAL IMPACT: Per Finance, the 2024 budget impact is anticipated to be, based upon their choice of benefits for health insurance, in the range from \$218,636 to \$249,850.

SOURCE OF FUNDS: Account. #: 1010400 44341 Recreation Center-Membership Fees

RATIONALE / BACKGROUND: This request is a referral from staff to the Recreation Commission for a recommendation to the Common Council. The City's new Activity and Recreation Center (ARC) is expected to open in early 2024. The defined hours of operation are as follows:

ARC Proposed Hours of Operation:

Proposed Hours of Operation (Fall/Spring/Winter) – 92 Hours		
	Hours of Operation	Staffing Hours
Monday - Friday	6:00AM – 9:00PM	5:30AM – 9:30PM
Saturday	7:00AM – 6:00PM	6:30AM – 6:30PM
Sunday	10:00AM – 4:00PM	9:30AM – 4:30PM

Proposed Hours of Operation (Summer) – 74 Hours		
	Hours of Operation	Staffing Hours
Monday - Thursday	7:00AM – 9:00PM*	6:30AM – 9:30PM
Friday	7:00AM – 6:00PM	6:30AM – 6:30PM
Saturday	9:00AM – 4:00PM	8:30AM – 4:30PM
Sunday	Closed**	Closed

*Gym closes at 8:00PM, while program run until 9:00PM.

**Open for tournaments only.

In order to accommodate the above schedule additional Recreation staff are essential and required. The Recreation Coordinators will be responsible for overseeing, implementing, instructing and evaluating a variety of recreation programming in conjunction with programs and events scheduled at the ARC and elsewhere.

The Office Assistant will provide full-time front desk support for the ARC and help to define the initial “user experience” and guidance for all entering the ARC for programs. Their duties will include reception, clerical services, recordkeeping and support activities for the ARC such as membership check-in.

Combining these positions along with existing Recreation staff will allow our department to staff and operate the ARC during open hours and provide coverage for programs and for overall facility & event monitoring.



CITY OF NEW BERLIN
JOB DESCRIPTION
Updated

POSTION: Office Assistant

SUPERVISOR: Recreation Manager

SALARY RANGE: \$19.78 - \$26.68

FLSA: Non-Exempt

LOCATION/DEPARTMENT: Community
Development – Recreation Division

CALENDAR: Year round

DAYS/HOURS: FT / Mon-Fri

DIRECT REPORTS: None

POSITION SUMMARY

Provides excellent customer service through professional, effective, and efficient administrative, reception, and clerical services, recordkeeping, and support activities at the City's Activity and Recreation Center (ARC). Serves the public and both the DCD – Recreation Division.

ESSENTIAL DUTIES

- Will serve as the primary receptionist for the ARC, serving as the first point-of-contact, directing residents to appropriate locations within the ARC and/or resources, appropriately routing calls, checking voicemail and directing the inquiry to the appropriate staff person, sorting and distributing mail, and ordering/stocking general office supplies.
- Under the direction of the Recreation Manager will provide across the board office support for all Recreation Division staff.
- Responsible for data entry, class registrations, intake of payments, scanning applications and associated materials into the City's Content Management System, ActiveNet Software and/or other computer programs.
- Schedules various inspections and appointments on behalf of staff.
- Maintains and files department records.
- Helps to ensure appropriate and orderly flow of department inquiries and communications between staff and the public.
- Researches and prepares reports, forms, lists, and manuals as required to satisfy department needs, as requested.
- Aids in maintenance department/divisional web page(s) and social media sites and handouts.
- Types correspondences, reports, and documents prepared by the Department.
- Prepare and distribute mailings as assigned.

- All other duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES

- Proficient in the use of Microsoft Office Products including Word, Excel, Publisher & Power Point.
- Strong knowledge of computer programs and/or the ability to learn programs such as, but not limited to, Munis, IAS M-Files & ActiveNet.
- Ability to accurately perform a wide variety of office duties and meet deadlines.
- Ability to communicate effectively with the public and other City personnel both verbally and in writing in a pleasant and professional manner.
- Ability to serve as confidential administrative support to the Director and other department members.
- Excellent organizational, coordination and tracking skills.
- Ability to self-motivate and work independently.
- Understanding of modern office methods, procedures, and equipment.
 - Ability to present a positive image of the department and the City.

MINIMUM QUALIFICATIONS

- High school diploma with specific vocational course work in clerical and word processing

PREFERRED QUALIFICATIONS

- An Associate's Degree in Administrative Assistance/Secretarial Science, Business Administration, or a related field is preferred.
 - A minimum of two years' experience in a Community Development Department, Recreation or front office environment for a government agency preferred.
-
-

PHYSICAL REQUIREMENTS

- Task involves active work. Exerting up to 50 pounds of force occasionally and/or 10 pounds of force frequently and/or a negligible amount of force frequently or constantly to climb, balance, stoop, kneel, crouch, reach, stand, walk, lift, carry, push, pull, finger, grasp or otherwise move objects, including the human body.

ENVIRONMENTAL REQUIREMENTS

- This position is regularly subject to both environmental conditions. Work activities occur inside and outside.

SENSORY REQUIREMENTS

- The task requires close visual acuity to perform various activities.
- The task requires oral communications ability.
- The task requires sound perception and discrimination.

This description has been prepared to assist in evaluating various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty required of positions given this classification. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee and group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to or delete from any section of this document as it deems, in its judgement, to be proper.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The City of New Berlin does not discriminate on the basis of the protected classes of age, race, color, creed, religion, disability, handicap, marital or parental status, sex, sexual orientation, gender identity national original, ancestry, citizenship, political affiliation, arrest or conviction record not substantially related to a person's job, pregnancy, membership in the military, or use or nonuse of lawful products off City property during non-work hours or any other reason prohibited by state or federal laws.



CITY OF NEW BERLIN
JOB DESCRIPTION
Updated

POSITION: Recreation Coordinator

SUPERVISOR: Recreation Specialist

SALARY RANGE: \$22.64 - \$30.57

FLSA: Non-Exempt

LOCATION/DEPARTMENT: ARC/Community
Development – Recreation Division

CALENDAR: Year-Round

DAYS/HOURS: FT / Tues-Fri and weekend hours

DIRECT REPORTS: None

POSITION SUMMARY

The New Berlin Recreation Coordinator is responsible for overseeing, implementing, instructing, and evaluating a variety of New Berlin Recreation programs and events such as Youth Sports, Summer Day Camp, Adult Softball, Pickleball, Winterfest, Touch-a-Truck, etc.

In addition, the Recreation Coordinator provides professional, effective, and efficient clerical services to the public by performing a variety of clerical and administrative duties including receptionist responsibilities for a portion of the workday.

This is an hourly position, not-to-exceed 40 hours per week. The position's hours are as follows: Tuesday through Friday: 12:00pm-8:30pm and weekends (to include Saturdays 9:00am-5:00pm and variable Sunday hours), but hours can vary based on program needs.

ESSENTIAL DUTIES

- Provides direct program supervision and leadership of assigned activities. Additionally, this position will provide facility supervision for the New Berlin Activity and Recreation Center as well as for other off-site program locations.
- Works in conjunction with the Recreation Specialists in planning and supervision of assigned programs including developing new and expanded program services.
- Processes Parks & Recreation registrations/reservations, answers related questions, collects associated fees, and processes credit card payments including daily balancing, and processing of refunds.
- Creates newsletters, flyers, email correspondences, and other department documents, by utilizing Microsoft, Google, and graphic design software programs.
- Prepares purchase orders, processes and tracks invoices including follow-up with vendors and preparation of necessary monthly reports.
- Assists with the preparation of program materials and schedules.
- Answers incoming calls, responds to division emails, and assists with social media accounts.
- Assists Recreation Specialists in planning and supervision of assigned programs. Makes recommendations regarding program content, facility/equipment needs, and program evaluation.

- Assists Recreation Specialists in personnel planning and training for assigned programs. Conducts training for designated staff. Interviews and recommends for hiring, supervises, and evaluates assigned recreation program staff as required.
- Recommends purchases of necessary program supplies and equipment and maintains related Division inventories. Makes purchases for the Division within respective program budget limitations, as authorized by the Recreation Specialists and according to Department and Division policies.
- Assists Recreation Specialists in assuring appropriate facility and equipment uses, and implements necessary controls and coordination for assigned program facility sites.
- Maintains good public relations with staff and the public at all times. Assists in developing and maintaining excellent customer service efforts.
- Submits invoices, requisitions, and revenues to the Recreation Specialists. Assists Specialists in maintaining appropriate program revenue controls for assigned programs. Submits other related program records and reports as required.
- Performs any other duty related to assigned programs as may be required by the Recreation Specialists.

KNOWLEDGE, SKILLS AND ABILITIES

- Excellent organizational, coordination, and tracking skills.
- Ability to work with customers and other employees under pressure and deadlines.
- Proficient in the use of Microsoft Office Products including Word, Excel, Publisher, & Power Point.
- Proven mathematical aptitude to perform general bookkeeping functions.
- Knowledge of assigned recreation program areas and related organization techniques.
- Related leadership experience.
- Knowledge of related equipment and facilities necessary for recreation programs.
- Ability to plan and supervise the work of others.
- Ability to organize, coordinate, and evaluate recreation programs and maintain good customer service.
- Ability to present a positive image of the department and the city.
- Ability to self-motivate and work independently.

MINIMUM QUALIFICATIONS

- Associate degree in Recreation Administration or related field
- Minimum one year experience in recreation program planning and supervision
- Valid Wisconsin Driver's License

PHYSICAL REQUIREMENTS

- Task involves active work. Exerting up to 50 pounds of force occasionally and/or 10 pounds of force frequently and/or a negligible amount of force frequently or constantly to climb, balance, stoop, kneel, crouch, reach, stand, walk, lift, carry, push, pull, finger, grasp or otherwise move objects, including the human body.

ENVIRONMENTAL REQUIREMENTS

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DATE: September 20, 2023

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the September 26, 2023 Common Council Mtg

Landmarks Commission

Jennifer Tyskiewicz
1521 S Norwood Drive
New Berlin, WI 53146
262-993-9475
mtyskiewicz@wi.rr.com
(Re-Appointment)

Expiration Date

10/1/2026

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB

Housing Trust Fund Board

Jim Siepmann
jim@siepmannrealty.com
262-650-9700
(Developer)
(Re-Appointment)

Expiration Date

9/25/2025

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB

Safety Saturday Committee

Nick Kozak
13124 W Meadow Lane
New Berlin, WI 53151
262-895-9202
nickkozak715@gmail.com
(Re-Appointment)

Expiration Date

10/1/2025

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB



DATE: September 20, 2023

TO: Rubina Medina
City Clerk

FR: Council President, Ken Harenda

RE: Council President Appointment for the September 26, 2023 Common Council Mtg

Ethics Board

William Gasper
3950 S. Woelfel Road
New Berlin, WI 53146
262-527-2470

wgasper@wi.rr.com

(Re-Appointment)

Expiration Date

10/26/2026

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB



Committee of the Whole MEETING MINUTES

August 29, 2023 - 6:00 PM
Council Chambers
3805 S. Casper Drive

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

MINUTES

1. CALL MEETING TO ORDER

Council President Harenda called the meeting to order at 6:01 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

The City Clerk took the roll call as follows:

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

Excused: Mayor Ament

Staff Present: DCD Director Greg Kessler, Finance Director Ralph Chipman, City Attorney Mark Blum, City Clerk Rubina Medina

3. APPROVAL OF MINUTES

A. July 25th, 2023 Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 7-0

4. UTILITY & FINANCE

A. Discussion and recommendation to the Common Council approval of the August 9th, 2023 Water Utility claims in the amount of \$33,894.34, Sewer Utility claims in the amount of \$22,287.13 and General City claims in the amount of \$282,339.79

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

5. LICENSES & PERMITS

A. Discussion and recommendation to the Common Council approval of the new agent for Family Entertainment, LLC (dba: Ridge Cinema), Mark A. Peterson Sr., for the remainder of the licensing period expiring June 30th, 2024

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

- B.** Discussion and recommendation to the Common Council approval of a Loudspeaker Permit extension to 11:00 pm for Greg Westphal of 2369 S. 124th Street for a wedding to be held on September 16th, 2023
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Horbinski
Motion Passed 7-0
- C.** Discussion and recommendation to the Common Council approval of the Extension of Premise application for Baler's, located at 13327 W. Greenfield Avenue, for the parking lot area on September 9th, 2023 from 12pm to 9pm
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson La Fever
Motion Passed 7-0
- D.** Discussion and recommendation to the Common Council approval of the Extension of Premise application for Baler's, located at 13327 W. Greenfield Avenue, for the parking lot area on September 23rd, 2023 from 1pm to 9pm
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson La Fever
Motion Passed 7-0

6. MISCELLANEOUS

- A.** Water Utility Update by Utility Manager Jim Hart
Utility Manager Jim Hart provided a Water Utility update to the Council and members of the audience.
- B.** Presentation of 2022 Audit Report by Baker Tilly
A presentation of the 2022 Audit Report was presented by Baker Tilly.
- C.** Discussion and recommendation to the Common Council approval of Resolution 23-20, a Resolution Authorizing the Issuance and sale of \$13,280,000 General Obligation Promissory Notes, Series 2023A
MOTION: Motion to Approve \$13,150,000 General Obligation Promissory Notes, Series 2023A

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Horbinski
Motion Passed 7-0
- D.** Discussion and recommendation to the Common Council approval of Resolution 23-21, a Resolution Awarding the Sale of \$6,240,000 General Obligation Community Development Bonds, Series 2023B
MOTION: Motion to Approve \$6,150,000 General Obligation Community Development Bonds, Series 2023B

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Stribl
Motion 7-0
- E.** Discussion and recommendation to the Common Council approval of Resolution 23-19, a Resolution to Reallocate a portion of the 2023 CIP Budget to the New Berlin Activity and Recreation Center Phase II
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Hopkins
Motion Passed 7-0
- F.** Discussion and recommendation to the Common Council granting authority to the City Clerk to enter into the Memorandum of Understanding with the Wisconsin Elections Commission for the 2023 Absentee Ballot Envelope Subgrant Reimbursement
MOTION: Motion to Approve

- VOTE:** Motion by: Alderperson Maxey
Second by: Alderperson Stribl
Motion Passed 7-0
- G.** Discussion and possible action to provide direction to staff regarding the Block Party Permit
City Attorney Mark Blum provided an overview of the RAS that was attached to the agenda packet and provided staff's recommendation. Council provided feedback on the RAS.

No motion.
- H.** Discussion and recommendation to the Common Council approval of Resolution 23-12, a Resolution of eligibility for exemption from the 2023 County Library Tax Levy for 2024 purposes
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson La Fever
Motion Passed 7-0
- I.** Recommend to the Common Council that a joint public hearing be set for September 25, 2023 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential AND rezone from B-2 and R-3 to B-5 and R-3 for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963)
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0
- J.** Recommend to the Common Council that a joint public hearing be set for October 2, 2023 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan from Suburban Commercial to Institutional AND rezone from B-2 to I-1 for the property located at 15970 W. National Avenue (Tax Key #: 1212-992) and a portion of the property located at 16000 W. National Avenue (Tax Key #: 1212-991-001)
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0
- K.** Recommend to the Common Council that a public hearing be set for October 2, 2023 at 6:01 p.m. to be held before the Plan Commission to rezone the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002) from A-2 to R-6
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Horbinski
Motion Passed 7-0
- L.** Recommend to the Common Council that a public hearing be set for October 2, 2023 at 6:02 p.m. to be held before the Plan Commission to rezone the property located at 14011 S. Moorland Road (Tax Key #: 1161-995-001) from B-1/PUD & C-2 to B-2/PUD & C-2.
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0
- M.** Discussion and possible action regarding the Karen Freund claim
The City Attorney stated that the claimant drove over a pot hole on Moorland Road. However, Moorland Road is not under the jurisdiction of the City, so the recommendation is to deny the claim.

MOTION: Motion to Approve to deny the claim

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

7. ADJOURN

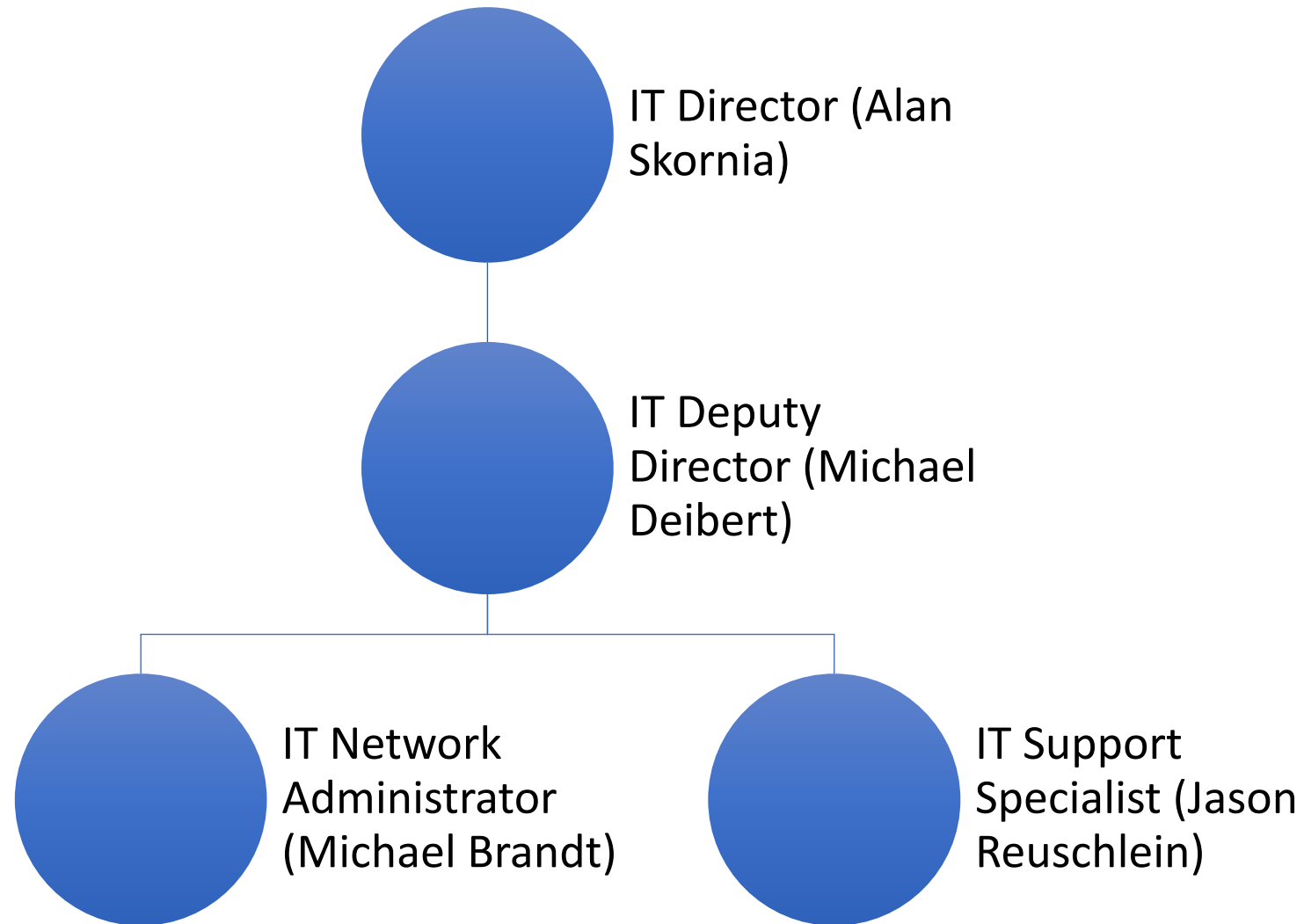
MOTION: Motion to Adjourn the COW meeting at 6:57PM

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0

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

IT Update

IT Organization Chart



Buildings that IT Supports

- We help support the following buildings
 - City Hall
 - Public Safety
 - Utilities
 - DPW (All 3 buildings on their campus)
 - Fire Stations
 - Rec Center
 - Maintenance
 - Historic Museum
 - Library (Phones)

Last 365 Days

- Over the last year, we have done the following
 - Updated the wireless at Public Safety
 - This was to prepare for the body cameras and cameras in the Squads and meet new security guidelines for PD
 - Helped PD with the installation of new equipment in the squads
 - Worked with Axon on the installation of the squad cameras
 - Installed new laptops in the squads
 - Installed updated Cradlepoint routers
 - This allows faster and more stable internet connections
 - Updated the laptops and tablets in the Fire vehicles
 - Installed a new backup system
 - Provides better backup and recovery options
 - This would allow the city to recover quicker if something happened
 - Provides the City, a better offsite copy of the data
 - This provides the City better protection

Last 365 Days Continued

- Installed wireless and cameras at the Museum
- Push out updates to all workstations and servers
 - This helps to keep the devices more secure
- Upgrading the email system from our current system onsite to the cloud (Office 365)
 - This will help make our email system more secure
 - This will allow the city more options for staff to connect to their email in the event of a disaster
 - Will help the city email system stay patched
 - Will allow us to keep the computers up to date with the latest versions of Microsoft Office
- Setup 2 Factor for email
 - This allows us to protect the City email system
 - This allows us to be compliant with our Cyber security insurance
- We worked with the Clerks to help setup and configure the Badger Books

Last 365 Days Continued

- Working with Utilities on their fiber project
 - Configuring the IT equipment that will allow their locations to communicate back to their main system
- Worked with ATT to switch older style phone lines over to a new format
 - They are starting to disconnect old copper lines because it is too costly to maintain them
 - These lines are for fax machines, fire alarms, elevators, and alarms for Utilities
- Reconfigured current wireless at some of the buildings
 - This allowed maintenance to connect wireless thermostats to monitor their buildings
- Working with Recreation Staff and Dan on what technology is needed for the next phase
- Working with Recreation Staff and Finance on how they can take credit card payments at various events outside of city buildings
- Working on replacing laptops and desktops

Projects working on the next year

- The following is a list of projects IT is working on over the next year
 - Continue to make sure that servers and workstations are patched
 - Replace computers
 - Cleanup with email migration to the cloud
 - Configure and install equipment at Utility locations
 - Make sure firewall is patched and updated
 - Install equipment at the Recreation Center
 - Install a switch at the Library
 - This will help make the Library a backup site in case of an event
 - Work with maintenance on installing some equipment at cold storage to monitor garage doors
 - Working with staff on website refresh
 - Will be changing URL from www.newberlin.org to www.newberlinwi.gov
 - Support staff with software and hardware issues

Any questions?

CITY OF NEW BERLIN CEMETERY RULES AND REGULATIONS 2023

A. Introduction.

The following rules and regulations have been established by the Common Council of the City of New Berlin for the operation of cemeteries for which it is responsible.

B. Pricing.

The fee for graves shall be established from time to time by staff with the approval of the Mayor and shall include a 15% endowment care fee. The fees for the opening and closing of cemetery lots shall be the responsibility of the lot owner, which shall be performed by a contractor authorized by the City. The lot owner shall be responsible for making the arrangements for the lot opening and closing. Notwithstanding the foregoing, the lot owner shall be required to confirm ownership of the lot and the authorization for the opening by contacting the City, not less than three (3) working days prior to the opening of the grave.

C. Disclaimer of Warranties.

The City does not extend any warranties for products supplied by or services performed by any outside vendor.

D. General Care.

The City shall take reasonable precautions to protect the lot owners and their property rights within the cemetery from any loss or damage. However, it disclaims all responsibility for the loss or damage from causes beyond its reasonable control, especially damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief-makers, unavoidable accidents, insurrections, riots, or any other order of military or civil authority, whether the damage be direct or collateral. The City reserves the right to correct any errors that may be made by it regarding the confirmation of ownership of lots, including but not limited to authorizing internments, disinterments, and removals without incurring liability of any kind whatsoever. The City shall not be held liable for errors or damages arising from its reasonable reliance upon representations made by the lot owner, their representatives, or funeral directors acting on behalf of the lot owner, or his or her heirs. The City shall have the right to enlarge, reduce, re-plat, or change the boundaries or grading of the cemetery or sections therein from time to time.

If any memorial or inscription thereon shall be determined by the City to be offensive. They shall have the right to remove, change or correct the offensive object or objects. Should such actions be required, the City may charge the current lot owner the cost of restoration and removal. It is the duty of the property owner to notify the City of any changes due to marriage, divorce, changes in heirship, or changes in mailing address for the lot owner.

E. Cemetery Grounds.

1. No person shall be permitted or leave the City cemeteries except through the designated public access points. Decorations that become unsightly or are inappropriate by the judgment of the City may be removed and disposed of by the cemetery personnel at any time.
2. Cemetery Spring clean-up shall occur beginning March 1st of each year and run through April 14th. No decorations are allowed during that time. Summer decorations may be posted between April 15th and October 15th. All summer decorations or any other left-over decorations shall be disposed of by the City at the commencement of the Fall clean-up which shall run between October 15th and November 17th. Cemetery Fall clean-up shall commence on October 15th and will continue until November 17th, weather permitting, of each year. Items placed on graves or elsewhere on the grounds prior to this time will be collected and disposed of at that time.
3. Wreaths and/or evergreen crosses may be permitted as a grave decoration only during the non-growing season, November 17th through February 1st. All wreaths will need to be removed beginning in early February and disposed of. Any wreath or winter season plant placement that is in poor condition or is deteriorated may be removed at the discretion of the City at any time. Grave blankets are prohibited and will be removed by cemetery or City personnel at the lot owner's expense. Any planting, decoration or other object or objects placed on or above the grave shall be removed when, in the judgment of the City, such action is warranted. No enclosure of any kind, such as a fence, coping, hedge or ditch shall be permitted around any grave or lot. Grave mounds are not allowed and no lot shall be raised above the established grade.
4. The City is not responsible for the theft or damage to anything placed on a grave.
5. Dogs and other domestic animals will not be allowed in the cemetery unless leashed and properly restrained. Animal handlers and/or owners are required to clean up after their pets.
6. The consumption of alcoholic beverages, as well as rollerblading, hunting, fishing, trapping, or participation in a sporting event or activity will be prohibited within the cemetery grounds.

F. Memorials and Foundations.

1. Only one stone or marker is allowed to be placed on each grave space. In those instances where a second or multiple internments occurred on a grave, mid-grave flush memorials will be permitted, space permitting. In the event a family monument is placed at the head of a lot, an individual marker may be placed at the foot of a grave or individual graves. Said installation or placement shall be at the sole discretion of the City.
2. The City is not responsible for the preservation or care of any memorials installed in the cemetery or for grave markers or foundations.

3. Any contractors performing work in the cemetery must provide evidence to the City of worker's compensation and comprehensive general liability coverage with limits acceptable to the City.
4. The City reserves the right to stop all work of any nature within the cemetery whenever, in its opinion, proper preparations have not been made, or when tools or equipment are insufficient or defective when work is being executed in such a manner to threaten life or property, or when the contractor has been guilty of misrepresentation, or when any reasonable request on the part of the City has been disregarded, or when the work violates any rules of the cemetery or the City Cemetery Ordinance.
5. Public cemetery access shall be permitted from sunrise to sunset each day.

ORDINANCE NO. 2681

**ORDINANCE TO CREATE CHAPTER 67
OF THE MUNICIPAL CODE OF THE CITY OF NEW BERLIN
REGARDING MUNICIPAL CEMETERIES**

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

Sections 67-1, of the Municipal Code of the City of New Berlin, are hereby created to read as follows:

Section 67-1. Ownership and Operations

- A. State Statutes Adopted. Wis. Stats. § 157.50, describing and defining regulations with respect to the platting and operation of municipal cemeteries, is hereby adopted by reference and made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this chapter.
- B. Common Council to be Cemetery Board. Pursuant to Wis. Stats. § 157.50, the Common Council is vested with control of all properties owned by the City for cemetery purposes and shall provide in perpetuity for the management, care, and operation of said cemeteries.
- C. Care Funds. All care funds held by or transferred to the City shall be deposited into the City's cemetery fund. An accounting of funds utilized for the management, care, and operation of cemeteries controlled by the City shall be provided and reviewed as part of the City's annual budgeting process.
- D. Management and Operation. Rules for the management and operation of said cemetery, shall be adopted and amended from time to time by resolution of the Common Council. Use of the cemetery shall be in compliance with the approved rules.
- E. Fee Schedule. Any fees related to the management and operation of City cemeteries shall be established from time to time by Staff with the approval of the Mayor. The fees for the sale of graves shall include a 15% endowment care fee.

SECTION II

Sections 67-2, of the Municipal Code of the City of New Berlin, shall be created to read as follows:

67-2. Ownership of Grave Space.

- A. The City shall maintain cemetery records regarding individuals to whom graves have been sold in the past, as well as specific records of burial.
- B. Any conveyance of cemetery lots shall conform to Section 157.08 of the Wisconsin Statutes, as it may be amended from time to time.
- C. The owner of the cemetery lot shall be the person identified in the Cemetery Deed or other conveyance, their heirs, successors or assigns. Owners of cemetery lots shall advise the City of any change in ownership as a result of conveyance or transfer through a probate proceeding. No conveyance shall be effective for a lot in which remains are buried without the consent of the City.
- D. The owner of the grave shall have the right to bury human remains in the cemetery lot in accordance with applicable Wisconsin Statutes and the terms of this City Ordinance and applicable City Cemetery Rules.

- E. Pursuant to Wisconsin Statute Section 157.10(4), as may be amended from time to time, any person who receives a cemetery plot by way of the statutory line of descent must obtain the consent of the City before conveying the grave plot to any other person.
- F. In case of death of the lot owner, when the cemetery lot is disposed of through a probate proceeding, a certified copy of the final court document assigning the lot shall be filed with the City of New Berlin. If there is an un-probated will, a certified copy of the will and such other documents as the City may deem necessary shall be delivered to the City of New Berlin before the City of New Berlin will recognize change of ownership. If the deceased lot owner left no will and there is no probate, satisfactory and sufficient proof of descent must be provided. It is recommended that the lot owner, in making their will, include a provision addressing the cemetery lot(s) and devise to one person. The City of New Berlin will not accept a transfer of interment space after interment of the original purchaser(s) unless all lineal descendants have agreed to the transaction. In the case of joint ownership, the interment rights shall pass to the surviving spouse. Lineal descendants shall have equal rights of interments. In case that there are no lineal descendants then the nearest relative of the purchaser(s) shall have the right of interment.
- G. The owner may grant permission in a form acceptable to the City, which must be notarized and placed on file with the City of New Berlin, for burial of other persons not related by lineage. No corpse shall be interred in a grave space except the corpse of one having an interest therein, or a relative, or spouse of such person, except by the consent of all persons having an interest in ownership of interment rights to such lot or grave space.
- H. All ownership of interments for lots and grave spaces is exempt from taxation and cannot be seized for debt, except those owned by the City of New Berlin, nor can they be mortgaged. All repossessed vacant grave spaces shall be subject to the same fees and charges.
- I. Persons of all denominations, of all religions are allowed burial in any City-owned cemetery.

SECTION III

Sections 67-3, of the Municipal Code of the City of New Berlin, is hereby created to read as follows:

67-3. Interment.

- A. All interments shall be made in accordance with the laws of the State of Wisconsin.
- B. At least three full working days' notice is necessary whenever interments are to be made. Notice is to be made to the City of New Berlin or designee. The family of the deceased or those persons representing the deceased shall be directly responsible for making arrangements for and paying any and all applicable fees for the preparation, opening and closing of the grave and the purchase and placement of a burial vault, as well as for replacing sod, and seeding of the grave space. The contractor(s) performing such services must be approved by the City and payments to said contractor(s) must be made prior to performance of the service. The City of New Berlin assumes no responsibility for the services provided by said contractor(s) or for the protection of or the prevention of damage, or vandalism to flowers, wreaths, or any other item used in such funeral or interment proceedings.
- C. No burial will be permitted unless and until a legal report of final disposition burial transit permit has been presented to the City or its designee. The interment of bodies of persons who have died of contagious disease shall be made in strict accordance with the rules of the Wisconsin State Board of Health. Further, the following guidelines shall apply:
 - i. Only human remains may be interred in any City-owned cemetery.
 - ii. Orders for burial given by the undertaker having charge of the burial of any person will be construed by the City of New Berlin as orders from the lot owners themselves and, after interment; no changes in the location of graves will be made except at the expense of the lot owners.

- iii. The interment of two bodies in one grave will not be allowed except in the case of a parent and infant (stillborn and up to the age of two), two small children buried in one casket, a full-size burial with one cremation above, or two cremation burials.
 - iv. All interments shall be made in a permanently sealed outer burial container or sealed vault that is not constructed of wooden material.
 - v. All graves shall be excavated by a designated contractor of the City of New Berlin.
 - vi. Spreading or burying ashes on the surface of any grave will not be permitted.
- D. The City of New Berlin or its designated contractor will be responsible for restoring the lawn on new graves and for filling sunken graves and re-establishing the lawn. The lawn will be restored with topsoil, seed, and mulch.

SECTION IV

Sections 67-4, of the Municipal Code of the City of New Berlin, is hereby created to read as follows:

67-4. Disinterment.

- A. No disinterment and removal of a human body or cremains shall be made without the written consent of the owner or owners of the lot or grave space and that of any surviving spouse, children, or parents of the deceased or pursuant to the order of a court with jurisdiction.
- B. A disinterment permit shall be obtained from the county coroner by the person requesting the disinterment of a human body or cremains, and all requirements of applicable Wisconsin law shall be followed.
- C. All costs associated with the disinterment are the responsibility of the person requesting the disinterment.

SECTION V

Sections 67-5, of the Municipal Code of the City of New Berlin, is hereby created to read as follows:

67-5. Monuments and Markers.

- A. Only one upright type monument will be allowed on one grave space or portion thereof, with a maximum stone size of 36-inch length by 16-inch width.
- B. Only one upright type monument will be allowed on two adjoining lots deeded to the same owner(s), with a maximum stone size of 54-inch length by 16-inch width.
- C. All monuments must be placed at the end of the grave space adjacent to the designated walkway aisle, in the center, unless specific permission is given by the Common Council or designated official for placing it otherwise.
- D. Veterans graves are provided the right to place their bronze veteran's plaque provided by the government by either bolting it the back of their existing monument, or by requesting an additional foundation to be poured for the setting of the plaque on the grave. This additional foundation shall be at the expense of the lot owner(s).
- E. All upright monuments will be set on a concrete slab type foundation that must be flush at ground level with a border measurement of not less than three inches. The concrete foundation shall be no less than four inches in thickness.
- F. No monument or marker may be erected until the foundation therefore has been approved by the City of New Berlin. Each metal grave marker placed as a temporary marker by the funeral home or other person shall be removed as soon as a monument or permanent marker is installed or one year after the date of the burial, whichever comes first.
- G. The installation of any foundation for any monument will be scheduled and completed by an authorized contractor at the expense of the owner of the grave.

SECTION VI

Sections 67-6, of the Municipal Code of the City of New Berlin, is hereby created to read as follows:

67-6. Privileges and Restrictions for the Lot Owner.

- A. Perpetual care of the cemetery which includes lawn care, tree care, spring and fall clean up, snow removal, and capital improvements will be assumed by the City of New Berlin employees or a City authorized contractor. Monument and marker maintenance shall be the responsibility of the Lot Owner.
- B. City employees or a City authorized contractor reserve the right to enter any lot for the purpose of trimming or removing any tree or shrub, if necessary. Trees will be removed when they are deemed dead, diseased, or detrimental to any adjacent lot, monument, marker, walkway, or driveway because of roots, branches, etc.
- C. No persons, except City of New Berlin employees or City authorized contractors, will be allowed to disturb any grave marker or sod on any lot or grave.
- D. No trees or shrubs shall be planted without the written permission of the City (or designee).
- E. All lot or grave owners wishing to make improvements to their lots must get written permission from the City of New Berlin before improvements are made.
- F. A lot owners may not plant annuals, perennials, or bulbs without the written permission of the City.
- G. A lot owner may place authorized decorations upon graves within the owner's lot or upon the owner's grave site, but any such decoration is done at the risk of the owner and the City assumes no responsibility therefor.
- H. All grave coverings of any sort placed upon any lot or grave site by the owner shall be removed by the owner no later than April 1.
- I. Artificial flowers are permitted if displayed in a permanent monument mounted vase. Should the flowers begin to degrade or become a nuisance; the City reserves the right to remove them. Natural flowers are not permitted.
- J. At no time will jars of any material, tin cans, boxes, freestanding vases, unsightly plastic containers, food and/or beverages, shells, signage or similar items, wire stands, furniture, or clothing be allowed in the cemetery. Other personal effects are also prohibited, as are knick-knacks, solar lights and lanterns, wind chimes, etc. that are not incorporated into a monument.
- K. At no time will fences, barriers, retaining walls, or any other obstructions be allowed in the cemetery.
- L. Easel decorations are allowed for the following observed holidays: Memorial Day, July 4, Labor Day, and Veteran's Day. Decorations will be allowed to be up seven calendar days before the holiday and seven days after the holiday.
- M. Decorations for personally observed days including birthdays, Mother's Day, Father's Day, anniversaries, religious holidays, and such shall be allowed. These decorations are allowed to be up seven calendar days before the observance and seven days after the holiday.
- N. The cemetery does not permit the use of biodegradable burial containers or green burials without sealed vaults.

SECTION VII

Sections 67-7, of the Municipal Code of the City of New Berlin, is hereby created to read as follows:

67-7. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a designated area within a range, containing sections of a specific number of lots or grave sites.

Cemetery means as herein used shall refer to all cemetery property, grounds, equipment, and structures both privately and publicly owned within the City of New Berlin.

Cemetery deed means the official document produced by the City of New Berlin for the conveyance of ownership of interment rights to a designated grave space(s) located within a City-owned cemetery.

Contractor means any person, firm, or corporation other than a City employee that is engaged in placing, erecting, or repairing any memorial or monument, excavating and preparing grave sites for interments or performing any other work on the cemetery grounds.

Corpse means the deceased body of a human being.

Cremains means the incinerated remains of a corpse.

Disinterment means the removal of remains of a human corpse from their original place of interment.

Disposition permit means as used in these rules, regulations, and policies shall mean a legal "report of final disposition of a human corpse burial transit permit" issued by the State of Wisconsin.

Foundation means a concrete base placed flush with the ground of a grave site, on which to erect monuments, headstones, markers, or memorials.

Grave space means a single interment area within a plotted cemetery section. With rights of interment as described otherwise herein.

Interment means ground burial or other permanent disposition of the remains of a deceased person.

Lot means a designated area within a range, containing a specific identifying number.

Marker/monument means any headstone, memorial marker, or structure placed upon any lot or grave space, for the purpose of identification or memory of the interred.

Owner means the owner of the rights of interment to a specific lot or grave space of which the owner has an official cemetery deed on file at the City of New Berlin.

Perpetual care means the obligation of the City of New Berlin to maintain and care for City-owned cemetery sites for perpetuity.

Remains means those parts that remain of a corpse after the ravages of time, weather, or destruction.

Sealed vault means an outer burial container or permanently sealed container that surrounds a casket, which should be constructed of a non-wood durable substance such as concrete.

Section means a designated area within a range, specifically a block, containing a specific number of lots or grave sites.

Urn means a closed vessel used for the preservation of cremains.

SECTION VIII

Sections 67-8, of the Municipal Code of the City of New Berlin, is hereby created to read as follows:

Visitors are reminded that the cemetery grounds are considered sacred and strict observance of accepted decorum shall always be required. Cemetery management may order the removal of individuals who are acting inappropriately or otherwise conducting themselves in a manner that may be deemed to be offensive. It shall be unlawful for any person to interfere with the proper conduct of a funeral with the burying or exhuming of a body in the cemetery without legal cause.

Visitors will use the walks and roads provided. Walking off the roadways or walkways is permitted, but those doing so shall assume the risk since, due to the nature of a cemetery, the ground may be uneven and depressions may develop and obstacles may be present.

It should be unlawful for any person to desecrate or damage the cemetery or any plot, grave or gravestone. No excavation is permitted within a cemetery except as authorized by the City.

The placing or disposing of any debris in the cemetery is prohibited. Any violations of this ordinance shall be subject to forfeiture and penalty, in accordance with Section 1-18 of the City Code of the City of New Berlin.

SECTION IX

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION X

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 XI

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 26th day of September, 2023.

APPROVED:

Countersigned:

David Ament, Mayor

Rubina Medina, City Clerk



City of New Berlin
3805 South Casper Drive P.O. Box 510921
New Berlin, Wisconsin 53151-0921

(262) 786-8610
Fax (262) 786-6121

REQUESTED ACTION STATEMENT

DATE: September 15, 2023
TO: Committee of the Whole, Common Council
FROM: Josh Radomski, DPW Director
ISSUE: New Berlin Centre Cemetery Plat, Ordinance and Rules

REQUESTED:

This Requested Action Statement relates to three separate approvals that are requested at this time. These are:

- Approval of the New Berlin Centre Cemetery Plat, Section "D".
- Approval of Ordinance No. 2681. Ordinance to create chapter 67 of the Municipal Code of the City of New Berlin Regarding Municipal Cemeteries
- Approval of the City of New Berlin Cemetery Rules and Regulations 2023

FISCAL IMPACT:

Approval of these items will allow the City to establish a cemetery fund which can be used to help offset the costs associated with operating and maintaining the New Berlin Centre Cemetery. The approval of these items would allow the City to sell the 383 cemetery plots that are currently available within Section "D" which would help to offset the operating costs of maintaining this cemetery. The City will set the initial cost of the individual plots to be \$1800. The cost for the plots will be updated by staff as needed.

RATIONALE:

In fall of 2021, the City of New Berlin was requested to take over the operation and maintenance of the New Berlin Centre Cemetery as the previous owners were no longer able to properly maintain the cemetery. Rather than allowing the cemetery to default and sit unmaintained for 5 years, the City agreed to take over the responsibility of maintaining and operating the active cemetery. The City conducted survey work, including ground penetrating radar, and determined that the lots in "Section D" of the cemetery were the most capable of being sold without potential ownership or burial issues.

On October 11, 2022, the Common Council approved the New Berlin Cemetery Certified Survey Map which was the first step in allowing the City to eventually sell plots within the cemetery. By approving the Plat for Section "D" of the cemetery, we will then be able to legally sell plots within this area of the cemetery. By establishing the Cemetery Ordinance and Cemetery Rules, we are able to finalize the final rules and regulations for allowing people to purchase lots and will standardize our burial requirements. By being able to sell cemetery plots, we will then be able to fund the maintenance of this cemetery out of a special New Berlin Centre Cemetery fund, instead of the general fund.

After approval of the cemetery plat, it will need to go to Waukesha County for their approval before any plots can be sold.

RECOMMENDATION:

Recommend the Committee of the Whole and Common Council approve the following three items:

- Approval of the New Berlin Centre Cemetery Plat, Section "D".
- Approval of Ordinance No. ____, Ordinance to create chapter 67 of the Municipal Code of the City of New Berlin Regarding Municipal Cemeteries
- Approval of the City of New Berlin Cemetery Rules and Regulations 2023

CITY OF NEW BERLIN CEMETERY RULES AND REGULATIONS 2023

A. Introduction.

The following rules and regulations have been established by the Common Council of the City of New Berlin for the operation of cemeteries for which it is responsible.

B. Pricing.

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C. Disclaimer of Warranties.

The City does not extend any warranties for products supplied by or services performed by any outside vendor.

D. General Care.

The City shall take reasonable precautions to protect the lot owners and their property rights within the cemetery from any loss or damage. However, it disclaims all responsibility for the loss or damage from causes beyond its reasonable control, especially damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief-makers, unavoidable accidents, insurrections, riots, or any other order of military or civil authority, whether the damage be direct or collateral. The City reserves the right to correct any errors that may be made by it regarding the confirmation of ownership of lots, including but not limited to authorizing internments, disinterments, and removals without incurring liability of any kind whatsoever. The City shall not be held liable for errors or damages arising from its reasonable reliance upon representations made by the lot owner, their representatives, or funeral directors acting on behalf of the lot owner, or his or her heirs. The City shall have the right to enlarge, reduce, re-plat, or change the boundaries or grading of the cemetery or sections therein from time to time.

If any memorial or inscription thereon shall be determined by the City to be offensive. They shall have the right to remove, change or correct the offensive object or objects. Should such actions be required, the City may charge the current lot owner the cost of restoration and removal. It is the duty of the property owner to notify the City of any changes due to marriage, divorce, changes in heirship, or changes in mailing address for the lot owner.

E. Cemetery Grounds.

1. No person shall be permitted or leave the City cemeteries except through the designated public access points. Decorations that become unsightly or are inappropriate by the judgment of the City may be removed and disposed of by the cemetery personnel at any time.
2. Cemetery Spring clean-up shall occur beginning March 1st of each year and run through April 14th. No decorations are allowed during that time. Summer decorations may be posted between April 15th and October 15th. All summer decorations or any other left-over decorations shall be disposed of by the City at the commencement of the Fall clean-up which shall run between October 15th and November 17th. Cemetery Fall clean-up shall commence on October 15th and will continue until November 17th, weather permitting, of each year. Items placed on graves or elsewhere on the grounds prior to this time will be collected and disposed of at that time.
3. Wreaths and/or evergreen crosses may be permitted as a grave decoration only during the non-growing season, November 17th through February 1st. All wreaths will need to be removed beginning in early February and disposed of. Any wreath or winter season plant placement that is in poor condition or is deteriorated may be removed at the discretion of the City at any time. Grave blankets are prohibited and will be removed by cemetery or City personnel at the lot owner's expense. Any planting, decoration or other object or objects placed on or above the grave shall be removed when, in the judgment of the City, such action is warranted. No enclosure of any kind, such as a fence, coping, hedge or ditch shall be permitted around any grave or lot. Grave mounds are not allowed and no lot shall be raised above the established grade.
4. The City is not responsible for the theft or damage to anything placed on a grave.
5. Dogs and other domestic animals will not be allowed in the cemetery unless leashed and properly restrained. Animal handlers and/or owners are required to clean up after their pets.
6. The consumption of alcoholic beverages, as well as rollerblading, hunting, fishing, trapping, or participation in a sporting event or activity will be prohibited within the cemetery grounds.

F. Memorials and Foundations.

1. Only one stone or marker is allowed to be placed on each grave space. In those instances where a second or multiple internments occurred on a grave, mid-grave flush memorials will be permitted, space permitting. In the event a family monument is placed at the head of a lot, an individual marker may be placed at the foot of a grave or individual graves. Said installation or placement shall be at the sole discretion of the City.
2. The City is not responsible for the preservation or care of any memorials installed in the cemetery or for grave markers or foundations.

3. Any contractors performing work in the cemetery must provide evidence to the City of worker's compensation and comprehensive general liability coverage with limits acceptable to the City.
4. The City reserves the right to stop all work of any nature within the cemetery whenever, in its opinion, proper preparations have not been made, or when tools or equipment are insufficient or defective when work is being executed in such a manner to threaten life or property, or when the contractor has been guilty of misrepresentation, or when any reasonable request on the part of the City has been disregarded, or when the work violates any rules of the cemetery or the City Cemetery Ordinance.
5. Public cemetery access shall be permitted from sunrise to sunset each day.



City of New Berlin
3805 South Casper Drive P.O. Box 510921
New Berlin, Wisconsin 53151-0921

(262) 786-8610
Fax (262) 786-6121

REQUESTED ACTION STATEMENT

DATE: September 15, 2023
TO: Committee of the Whole, Common Council
FROM: Josh Radomski, DPW Director
ISSUE: New Berlin Centre Cemetery Plat, Ordinance and Rules

REQUESTED:

This Requested Action Statement relates to three separate approvals that are requested at this time. These are:

- Approval of the New Berlin Centre Cemetery Plat, Section "D".
- Approval of Ordinance No. 2681. Ordinance to create chapter 67 of the Municipal Code of the City of New Berlin Regarding Municipal Cemeteries
- Approval of the City of New Berlin Cemetery Rules and Regulations 2023

FISCAL IMPACT:

Approval of these items will allow the City to establish a cemetery fund which can be used to help offset the costs associated with operating and maintaining the New Berlin Centre Cemetery. The approval of these items would allow the City to sell the 383 cemetery plots that are currently available within Section "D" which would help to offset the operating costs of maintaining this cemetery. The City will set the initial cost of the individual plots to be \$1800. The cost for the plots will be updated by staff as needed.

RATIONALE:

In fall of 2021, the City of New Berlin was requested to take over the operation and maintenance of the New Berlin Centre Cemetery as the previous owners were no longer able to properly maintain the cemetery. Rather than allowing the cemetery to default and sit unmaintained for 5 years, the City agreed to take over the responsibility of maintaining and operating the active cemetery. The City conducted survey work, including ground penetrating radar, and determined that the lots in "Section D" of the cemetery were the most capable of being sold without potential ownership or burial issues.

On October 11, 2022, the Common Council approved the New Berlin Cemetery Certified Survey Map which was the first step in allowing the City to eventually sell plots within the cemetery. By approving the Plat for Section "D" of the cemetery, we will then be able to legally sell plots within this area of the cemetery. By establishing the Cemetery Ordinance and Cemetery Rules, we are able to finalize the final rules and regulations for allowing people to purchase lots and will standardize our burial requirements. By being able to sell cemetery plots, we will then be able to fund the maintenance of this cemetery out of a special New Berlin Centre Cemetery fund, instead of the general fund.

After approval of the cemetery plat, it will need to go to Waukesha County for their approval before any plots can be sold.

RECOMMENDATION:

Recommend the Committee of the Whole and Common Council approve the following three items:

- Approval of the New Berlin Centre Cemetery Plat, Section "D".
- Approval of Ordinance No. ____, Ordinance to create chapter 67 of the Municipal Code of the City of New Berlin Regarding Municipal Cemeteries
- Approval of the City of New Berlin Cemetery Rules and Regulations 2023

NEW BERLIN CENTRE CEMETERY
SECTION "D"

BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 12416, LOCATED IN THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 06 NORTH,
RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, John M. Schulz, Ruekert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the City of New Berlin Cemetery Commission, that I have surveyed, divided and mapped part of Lot 1 of Certified Survey Map No. 12416, located in the Northwest 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 28, Town 06 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the NE 1/4 of said Section 28; thence S00°34'07"E, along the West line of said NE 1/4, a distance of 375.64 feet; thence N89°25'53"E, a distance of 78.40 feet to the Northeast corner of Lot 1 of Certified Survey Map 12416, thence S05°35'07"E along the East line of said Lot 1, a distance of 207.22 feet; thence S89°43'22"W, a distance of 199.49 feet to the Easterly Right-of-Way (ROW) line of West National Avenue; thence N40°55'02"E along said line, a distance of 265.39 feet; thence N39°32'23"E along said line, a distance of 8.63 feet to the Point of Beginning.

Containing 0.47 acres (20,553 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

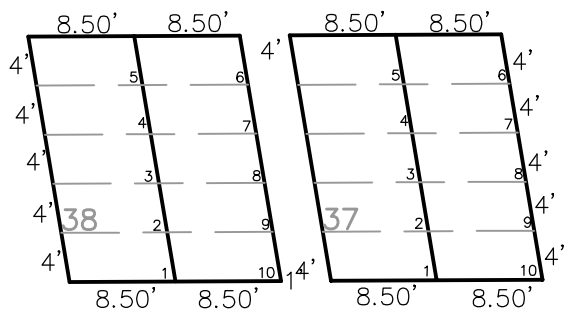
That I have made this survey, land division and map by the direction of the City of New Berlin Cemetery Commission.

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

That I have fully complied with the provisions of Chapter 157.07 or the Wisconsin Statutes in surveying, dividing and mapping of same.

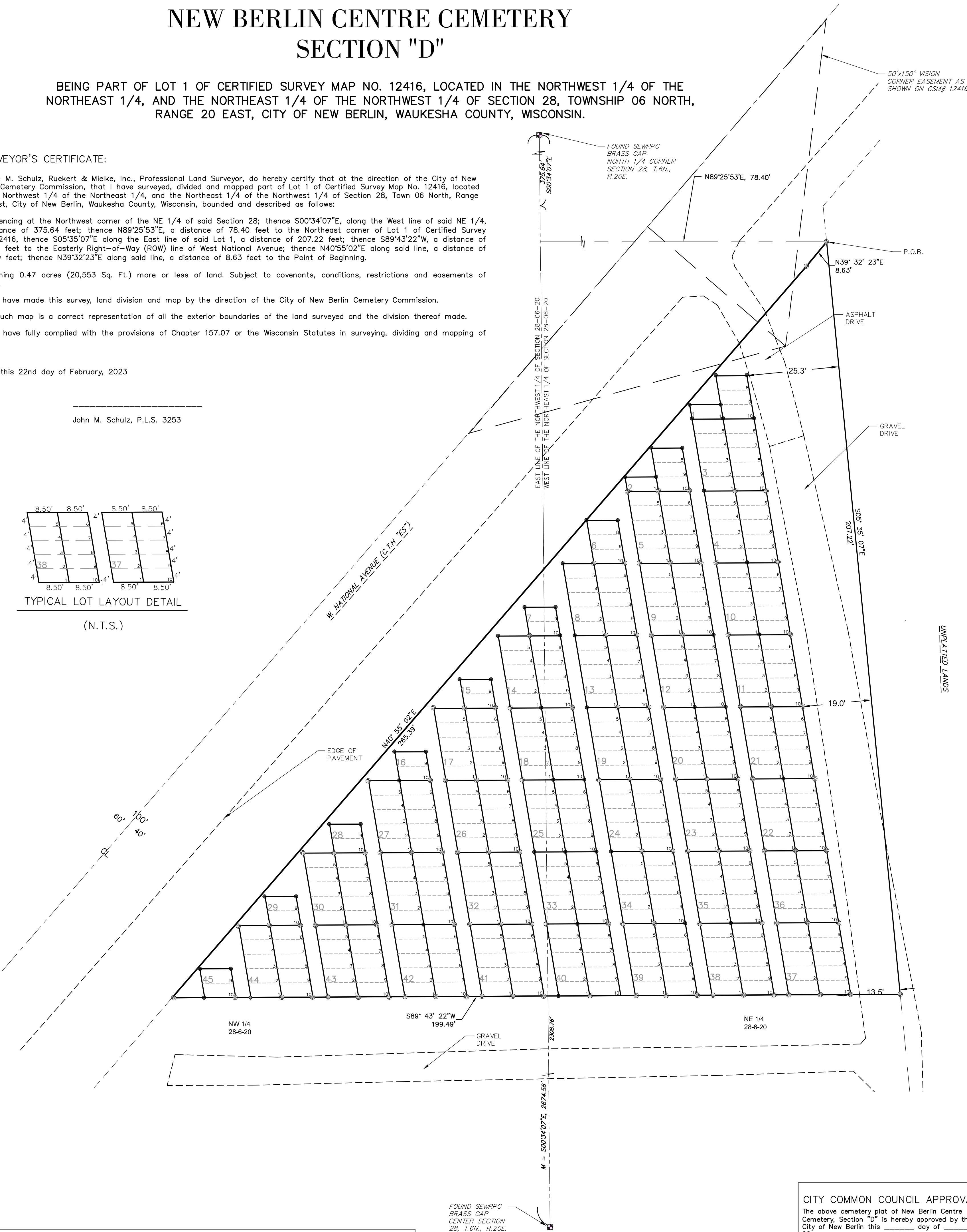
Dated this 22nd day of February, 2023

John M. Schulz, P.L.S. 3253



TYPICAL LOT LAYOUT DETAIL

(N.T.S.)



CITY OF NEW BERLIN CEMETERY COMMISSION CERTIFICATE OF DEDICATION:

Per City Ordinance, the Common Council is now the acting Cemetery Commission. As duly appointed custodians, we hereby certify that said City of New Berlin Cemetery Commission, caused the lands on this map to be surveyed, divided, mapped, and dedicated as represented.

WITNESS the hands of said custodians this _____ day of _____, 20____.

David Ament, Mayor

Rubina Medina, City Clerk

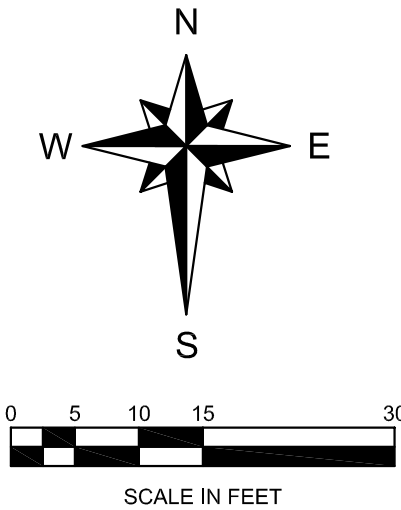
STATE OF WISCONSIN } SS
COUNTY OF WAUKESHA }

Personally came before me this _____ day of _____, 20____,

the above named David Ament, and Rubina Medina, Custodians for the City of New Berlin Cemetery Commission, to me known to be the person(s) who executed the foregoing instrument as duly appointed custodians of the City of New Berlin Cemetery Commission, and acknowledged the same.

Notary Public _____ County, Wisconsin.

My commission expires _____



SURVEY LEGEND

- ☒ PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 1 1/2" O.D. IRON PIPE
- SET 1 1/2" O.D. IRON PIPE 18" LONG AND 1.13 LBS. / PER FOOT

CITY COMMON COUNCIL APPROVAL:

The above cemetery plat of New Berlin Centre Cemetery, Section "D", located in the City of New Berlin this _____ day of _____, 20____.

David Ament, Mayor

Rubina Medina, City Clerk

WAUKESHA COUNTY BOARD APPROVAL:

The above cemetery plat of New Berlin Centre Cemetery, Section "D", located in the City of New Berlin, Waukesha County, Wisconsin is hereby approved by the County Board of Waukesha County, Wisconsin this _____ day of _____, 20____.

Paul Decker, Waukesha County Board Chair

Meg Wartman, Waukesha County Clerk



REQUESTED ACTION STATEMENT

DATE: September 26, 2023

TO: Mayor Dave Ament
Fellow Aldermen

FROM: Charlotte Kroupa
District #7 Alderperson

ISSUE: **REQUEST TRANSFER OF \$15,000 FROM 2023
CONTINGENCY (16000000-56120) TO
STREETS DEPARTMENT – SIGNALS & STREETLIGHTS (15620000-
54432) FOR DIGITAL SPEED MONITORS**

REQUESTED ACTION: Recommend to the New Berlin Common Council the approval to purchase Digital Speed Monitors which were approved by a vote of 7-0 by the Safety Committee on September 13th, 2023. .Request to the New Berlin Common Council to approve the transfer of \$15,000 from the 2023 Contingency account to the Streets Department – Signals & Streetlights account.

FISCAL IMPACT: \$15,000.00

RATIONALE: The transfer is to cover the cost of Digital Speed Monitors needed to help enforce the speed limits in the City of New Berlin.

RESOLUTION NUMBER 2023-23

**A RESOLUTION TRANSFERRING FUNDS FROM CONTINGENCY TO THE STREETS
DEPARTMENT BUDGET TO PURCHASE SPEED MONITORS**

WHEREAS, the safety commission is recommending the purchase of 2 digital speed monitors to address the concerns about speeding in the Regal Manors East subdivision. The monitors will be used in various locations throughout the city in the future.

WHEREAS, it was determined that \$15,000 was the amount needed to purchase the requested speed monitors.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin supports the streets department purchasing the speed monitors.

TRANSFER FROM

16000000-56120	CONTINGENCY	\$15,000
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TRANSFER TO

15620000-54432	STREETS – SIGNALS & STREETLIGHTS	\$ 15,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the City's Official Newspaper within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 26th day of September 2023.

David Ament, Mayor

Countersigned:

Rubina R. Medina, City Clerk

REQUESTED ACTION STATEMENT

To: New Berlin Common Council

From: City Attorney Mark Blum

Date: August 29, 2023

Requested Action:

To review and take action on proposed amended to Sections 6-2 (A)(1) and 6-2 (A)(2) of the City Code dealing with the composition of the Board of Review. (Proposed Ordinance is attached.)

Financial fiscal impact:

None.

Background/Rationale:

It has come to my attention that there have been issues with establishing a quorum for the Board of Review and as a result, Staff would like to see modifications made to the Ordinance to deal with that subject and more specifically, how alternates are utilized. In the past, alternates have been identified in terms of the priority by which they are asked to serve rather than simply being considered a class, any one of whom could be asked to hear a specific objection. In addition, the changes would allow for the Chair of the Board of Review to appoint a City Staff member upon nomination by the Mayor and approval by the Board of Review so we can establish a quorum when needed. These changes will facilitate the Board of Review being able to take action on matters as are necessary without needing to adjourn by virtue of a lack of quorum.

Respectfully Submitted,

Mark G. Blum

MGB/jb

ORDINANCE NO. 2682

**ORDINANCE TO AMEND SECTION 6-2,A, (1) AND (2)
OF THE CITY OF NEW BERLIN MUNICIPAL CODE
REGARDING MEMBERSHIP OF THE
BOARD OF REVIEW**

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

Section 6-2, A, (1) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

6-2, A. Board of Review; Membership; appointment; Secretary.

- (1) **Membership.** The Board of Review shall consist of five members and three alternate members, each of whom shall be residents of the City, none of whom shall occupy any public office or be publicly employed. The alternate members shall serve at the direction of the Chairperson of the Board of Review whenever any of the regular members are absent, refuse or are otherwise unavailable or ineligible to hear an objection. The Chairperson of the Board of Review shall be nominated and appointed by action of the Board of Review at its first meeting of the year. In the event there are insufficient members of the Board of Review present, eligible or otherwise available to hear any objection and none of the alternates are able or eligible to hear an objection, then and only in that event, a City employee or employees may be appointed by nomination of the Mayor and ratified by action of the Board of Review. Said City employee(s) must be a resident of the City of New Berlin.

SECTION II

Section 6-2, A, (2) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

6-2, A. Board of Review; Membership; appointment; Secretary.

- (2) One member shall be appointed annually by the Mayor, subject to the confirmation of the Council, for a term of five years, provided that initially five members shall be appointed for terms of one, two, three, four and five years, respectively. The Mayor shall appoint, subject to the confirmation of the Council, three alternate members to serve as provided for in Subsection (1) above. The terms of alternate members shall be for five years, unless that term shall be reduced by one or more years at the time of appointment to ensure no two alternate members' terms end in the same year.

SECTION III

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IV

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 V

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 _____, 2023.

APPROVED:

Countersigned:

David Ament, Mayor

Rubina R. Medina, Clerk

RESOLUTION NO. 2023-24

**RESOLUTION OF THE CITY OF NEW BERLIN
REGARDING OFFICIAL CITY NEWSPAPER**

WHEREAS, the City of New Berlin is a Third Class City and as such, is required (pursuant to Wisconsin Statute Sec. 985.06) to advertise for bids from eligible newspapers to become the official newspaper for the City; and

WHEREAS, the City has followed the process under Wisconsin Statute Sec. 986.0601; however, no bids have been received; and

WHEREAS, the City has previously determined that the Milwaukee Journal Sentinel meets the requirements of Section 985.03 and has published notices requiring publication in that publication; and

WHEREAS, the City Clerk has determined that the Waukesha Freeman also meets the requirements of Wisconsin Statute Sec. 985.03 and due to their more competitive rates for publication, it is the City's intention effective with the date of this Resolution, to utilize the Waukesha Freeman as its official City newspaper pursuant to Wisconsin Statute Sec. 985.06(4).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Berlin does hereby designate the Waukesha Freeman as its official newspaper for the publication of official notices as required by law pursuant to Wisconsin Statute Sec. 985.06(4) effective upon the passage of this Resolution.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are directed to take such actions as may be necessary to effectuate the intention of these resolutions.

Dated at New Berlin, Wisconsin this _____ day of September, 2023.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina R. Medina, City Clerk

DATE: September 26, 2023

TO: Common Council

FROM: Mayor Ament
Melissa Beck, Human Resource Director
Mark Polzin, Fire Chief

REQUESTED ACTION:

Recommendation to Council to authorize the creation of the Deputy Fire Chief position effective immediately.

FISCAL IMPACT:

This position will be added to Range 15 (\$96,573-\$130,374) of the current salary table. The salary is based on experience but the total cost with benefits is anticipated to be approximately \$181,096. This cost is covered within the budget.

RATIONALE:

The Fire Department has been operating without any 40 hour a week Command Staff to support the Chief with daily operations. The goal is to create opportunities for growth within the Department and fulfill the critical need for a succession plan. Filling this position would help align the City of New Berlin Fire Department with other Departments which will allow us to attract and retain top talent to best serve and protect the community.

ATTACHMENTS:

Deputy Chief Job Description



JOB TITLE: Deputy Chief of Administration
DEPARTMENT: Fire & EMS
CLASSIFICATION: Full-time
FLSA STATUS: Exempt

JOB DESCRIPTION

NEW BERLIN FIRE DEPARTMENT

DEPUTY CHIEF OF ADMINISTRATION

POSITION SUMMARY

The Deputy Chief of Administration is a key member of the Fire Department Command Staff, this position functions as second-in-command of the fire department and acts on behalf of the Fire Chief in the Chief's absence or at the Chief's direction. Assist in the overall leadership, management, administration, and operation of the Fire Department. The Deputy Chief of Administration is responsible for developing and administering departmental programs and processes in alignment with the vision, mission and values set forth by the Fire Chief. The Deputy Chief of Administration performs highly accountable and technical work to facilitate departmental operations; including short and long-term planning; budget administration; personnel management; emergency services delivery; community risk reduction; and community engagement activities. Responds to emergencies as a command officer. Performs other duties consistent with achieving organizational excellence.

HOURS OF WORK

The Deputy Chief of Administration will be assigned to a 40-hour work week, generally scheduled Monday through Friday. Flexibility to this schedule will be necessary to accommodate meetings, departmental business, schedule substitutions, and emergency recalls that occur outside normal business hours. The schedule for this position may be altered by the Fire Chief.

REPORTING RELATIONSHIPS

Reports to the Fire Chief

SUPERVISION EXERCISED

Direct supervision over Battalion and Division Chiefs, indirect supervision of Company Officers and line personnel.

MINIMUM QUALIFICATIONS, CERTIFICATIONS AND EDUCATION

Five (5) years of experience in the rank of Company Officer or above with the New Berlin Fire Department or similar sized department.

The ability to communicate effectively, both orally and in writing. Computer literacy in Microsoft Office programs as well as Fire and EMS reporting software systems.

Skills in establishing and maintaining effective working relationships with various external agencies, other city departments, NBFD personnel and the public.

All "Minimum" requirements as listed in the Station Captain Job Description.

PREFERRED

Credentialed Chief Fire Officer (Center for Public Safety Excellence)

Executive Fire Officer (National Fire Academy)

Master's Degree

ESSENTIAL FUNCTIONS

The Deputy Chief of Administration will be required to:

General

Responsible for the overall administration, supervision, leadership, and coordination of departmental divisions, including policies and procedures, performance management, employee relations, customer service, prioritizing and assigning work, and all other related activities.

Successfully leads and manages personnel while maintaining a positive attitude and work environment; champions a culture of excellence that encourages and embraces new ideas, develops department personnel, and welcomes diverse perspectives.

Ensures behavior and actions, and those of department personnel, align with the city and departmental vision, mission, and values; directs and oversees the implementation of and compliance with city and fire department policies.

Performs analyses by utilizing organizational performance measures and data reporting tools to identify trends, opportunities, or other information to enhance service delivery.

Function as the Fire Chief in their absence.

Field Work

Act in accordance to the City of New Berlin Employee Handbook, the New Berlin Fire Department Policies and Procedures and the current version of the IAFF Local 4724 Collective Bargaining Agreement.

Respond to all-hazards incidents as needed, and perform within the Incident Command System (ICS) structure as appropriate and necessary.

Perform other duties as assigned.

Station Work

Complete documentation and data entry into the department's RMS software programs related to all assigned functions including employee recognition; training; inspections; attendance; evaluation and review; and corrective action.

Perform basic office work functions, such as copying, scanning, typing, filing, writing memos and sorting.

Research, review and recommend equipment and programs that will improve the effectiveness and efficiency of the delivery of services. Prepare purchase orders and/or budget requests as necessary.

Facilitate shift meetings with command staff, company officers and line personnel regarding department activities.

Conduct employee performance evaluations and recommend discipline and commendations when warranted.

Support and uphold Continuous Improvement Processes (CIP) for all department programs to maintain a high level of service to the community.

Assist with the development of short and long-term planning strategies.

Perform other administrative duties as assigned.

WORK EXPECTATIONS

Work Ethic

Must have self-motivation and enthusiasm.

Must have pride in the organization and self.

Consistently displays honesty, trustworthiness and accountability.

Maintain high ethical and moral standards.

Must work well with other City of New Berlin Departments and various external county and state agencies.

Must continually deliver a high level of customer service to internal and external customers.

Must exhibit fair and non-judgmental treatment when coaching and disciplining personnel.

Successfully manage difficult, and sensitive issues using tact and diplomacy, taking into account the organizational culture, climate and/or politics.

Uphold a high level of accuracy and confidentiality concerning personnel matters.

Must maintain personal health and wellness, encouraging an atmosphere of physical and psychological fitness amongst members of the department.

Time Management

Must be punctual for work and scheduled appointments.

Adapt to a variable schedule, as often as necessary in responding to emergencies or details with very short, or no notice.

Must be able to set and meet deadlines, as well as manage the time of others as needed to support the mission at hand.

Teamwork and Customer Relations

Interact with the public in a positive and professional manner.

Create ideas that improve production, organizational performance or result in cost or time-savings for the department. Use critical thinking to identify the strengths and weaknesses of alternative solutions, conclusions or approach to problems.

Develop strategies to cope with stressful situations involving various personality types and expectations.

Develop and maintain cooperative and professional relationships with internal employees and external county and state agencies and organizations.

Professional Development

Actively participate in ongoing education that is offered by the department and outside training that is requested or required.

Maintain licenses and certifications.

Continuously seek education to develop and enhance personal executive leadership, knowledge, skills and abilities.

Research and recommend educational offerings for the various levels of the department that will assist with the professional and personal development of its members.

Consider working towards a credential designation as a Chief Fire Officer by the Center for Public Safety Excellence and/or the Executive Fire Officer Program offered by the National Fire Academy.

WORKING CONDITIONS AND PHYSICAL DEMANDS

The work environment characteristics described below are representative of those an employee may encounter while performing the essential functions of this job.

While performing the duties of this position, the employee is frequently required to: stand, walk, balance, sit, kneel, crouch, stoop, climb, bend, crawl; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; climb stairs and ladders; and be able to traverse unstable surfaces. The position requires mobility in residential, commercial, and industrial facilities as well as outdoor environments.

Duties involve moving materials weighing up to 100 pounds on a regular basis, such as boxes, office equipment, specialized medical equipment, etc., and occasionally weighing over 100 pounds.

Manual dexterity and coordination are required approximately 90% of the work period while operating equipment such as computer keyboard, telephone, and motorized vehicles.

At times the employee will be required to operate in conditions where noise levels are elevated and hearing protection may be required. The noise level in the work environment is typical of most office environments.

In the course of duties, the employee may encounter hazardous materials, blood-borne pathogens, and/or other hazardous environments.

Part of the work period may be spent in other environments which may expose the employee to inclement weather, hazardous materials and other extreme and/or dangerous environments where personal protective equipment may be required.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus with or without corrective measures.

TOOLS AND EQUIPMENT

This position requires the ability to utilize and operate the following types of specialized equipment. This list should not be considered “all-inclusive”, as other specialized types of equipment may be required, but will include all equipment carried on NBFD fire and EMS apparatus.

Firefighting, specialty, medical transport vehicles and staff cars

Firefighting and rescue tools and equipment to provide service, mitigate emergencies and protect the public

Department issued Personal Protective Equipment and accessories

Portable and/or mobile radios

Computers: Mobile Data Terminals, patient care reporting laptop, desktops and tablets

Patient transport devices – cot, stair chair, etc.

Basic and advanced life support equipment

Other department issued equipment related to the position

DISCLAIMER

The information provided in the job description is intended to indicate the general nature and level of work performed by an incumbent within this position. It is not to be interpreted as a comprehensive inventory of all functions, responsibilities, duties, qualifications, working conditions and physical demands required of employees assigned the position. Management has the sole discretion to add, modify and/or designate functions, responsibilities, duties, qualifications, working conditions and physical demands at any time. All job descriptions will be reviewed annually and adjusted as needed in accordance with the department's vision, mission and values.