

Common Council MEETING AGENDA



October 10, 2023 - 6:05 PM
(Following the 6pm Committee of the Whole Meeting)
City Hall
Council Chambers

Published: 10/6/23

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. September 26, 2023 Common Council Meeting Minutes
5. **REPORTS**
 - A. City Clerk
 - B. Council President
 - C. Mayor
6. **COMMUNICATIONS**
 - A. Claim Received from Fortress Nutrition, 16595 W. Stratton Drive
7. **PLAN COMMISSION**
 - A. (7) KH SP-2301676 Ryan Janssen with Ryan's Buying LLC - 4908 S. Calhoun Road (Tax Key #: 1258.999) - Autumn Trace Final Plat
8. **PARKS, BUILDINGS & GROUNDS COMMISSION**
 - A. Recommendation to Common Council to approve the vendor agreement with 1848 Coffee, LLC to provide beverages for the Halloween event on October 28, 2023, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor.
 - B. Recommendation to Common Council to approve the vendor agreement with 1840 Brewing Company, LLC to provide a beer garden for the Halloween event on October 28, 2023, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor
 - C. Recommendation to Common Council to approve the vendor agreement with Flour Girl & Flame, LLC to provide pizza and related food items for the Halloween event on October 28, 2023, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor.
9. **MAYORAL APPOINTMENTS**
 - A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented
10. **2024 BUDGET**
 - A. Review, Discussion and Possible Action on Proposed 2024 Department Operating Budgets
 - B. Review, Discussion and Possible Action on the 2024 CIP Budget
 - C. Review, Discussion and Possible Action on the Proposed 2024 Operating Budget and Set Public Hearing Date

D. Review, Discussion and Possible Action on the 2024 Special Revenue Budget

11. DEFERRED, REFERRED & TABLED ITEMS

12. ITEMS REMOVED FROM CONSENT AGENDA, if any

13. 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.*

14. MINUTES

A. September 26, 2023 Committee of the Whole meeting

B. October 5, 2023 Committee of the Whole Budget Meeting

15. UTILITY & FINANCE

A. Discussion and recommendation to the Common Council approval of the October 11, 2023 Water Utility claims in the amount of \$260,573.09, Sewer Utility claims in the amount of \$53,276.56 and General City claims in the amount of \$771,663.42. US Bank VISA EFT of \$32,781.46.

16. MISCELLANEOUS

A. Human Resources Department Update - Melissa Beck, HR Director

17. END CONSENT AGENDA-----

18. CLOSED SESSION

A. *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:*

B. Claim re: City of Brookfield / CVMIC

19. RECONVENE TO OPEN SESSION

A. Discussion and possible action regarding City of Brookfield / CVMIC claim

20. 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

September 26, 2023 - 6:15 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 one spoke during Privilege of the Floor.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Council President Harenda called the Common Council meeting to order at 6:15PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

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

Excused: Mayor Ament

Staff Present: DCD Director Greg Kessler, Finance Director Ralph Chipman, City Attorney Mark Blum, City Clerk Rubina Medina

4. APPROVAL OF MINUTES

A. August 29, 2023 Common Council Meeting

MOTION: Motion to Approve

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

5. REPORTS

A. City Clerk

No Report.

B. Council President

- Congratulations to **Cleveland Pub & Grill**, located at 14000 W. Cleveland Avenue, for being named our **October Business of the Month**. The Cleveland Pub & Grill has over 20 Large TVs to make it your gameday headquarters. They also have a large indoor dining room, large bar area, outdoor seating, and private event rooms. All are encouraged to stop by and experience for yourself their delicious menu items and family fun entertainment.
- A special Congratulations to **Richard Neureuther**. Richard was awarded the City's **2023 Citizen of the Year Award**.
- The **New Berlin Library** will be hosting an **Oktoberfest Concert** featuring the **Whiskey Belles**. The concert will be held on **Friday, October 6th from 6:00 p.m. until 8:00 p.m.** at the New Berlin Library. For more information and ticket reservations, please contact the New Berlin Library at (262) 754-1829.

- Additionally, the **New Berlin Library** will also be hosting an **Oktoberfest Flea Market**. This event will be held on **October 7th from 1:00 p.m. 4:00 p.m.** at the New Berlin Library. The event will include crafts, rummage, art, music, and a Root Beer Garden. Please visit the Library's Website for more information.
- During the entire month of October, our **Recreation Department** will be hosting some family fun Halloween "**NOT-SO-HAUNTED HAPPENINGS**". Please visit the Recreation Department's website for further information for upcoming events including the **Cemetery Bus Tour and the Pumpkin Lighting & Movie in the Park** on **October 7th at Valley View Park**. The movie of the night will be the Hocus Pocus.
- Finally, **The City of New Berlin's Halloween Trick-or-Treating** will now be held on the **Last Saturday of October from 4:00 p.m. – 7:00 p.m.** This change was approved by the Common Council at the April 11, 2023 Common Council Meeting. Please help spread the word for the city's new Trick-or-Treat date.

C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

- A. (7) KH CP-2300780 Jim Duerwaechter - 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)

MOTION: Motion to Approve

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

- B. (7) KH RZ-2300781 Jim Duerwaechter - 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)

MOTION: Motion to Approve

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

- C. (7) KH LD-2300782 Jim Duerwaechter - 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.

MOTION: Motion to Approve

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

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.

MOTION: Motion to Approve

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

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.
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Harenda
Second by: Alderperson Stribl
Motion Passed 7-0
- 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.
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 7-0

10. PARKS, BUILDINGS & GROUNDS COMMISSION

- A. Discussion and Recommendation to Common Council to Award Malone Park Lighting Upgrade Project
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 7-0
- B. Discussion and Recommendation to Common Council to Award Safety Building Foundation Grading Project
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Horbinski
Second by: Alderperson Stribl
Motion Passed 7-0
- 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
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 7-0

11. RECREATION COMMISSION

- A. Discussion and possible action to recommend to the Common Council approval of the ARC Hours of Operation.
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Harenda
Second by: Alderperson Stribl
Motion Passed 7-0
- B. Discussion and possible action to recommend to the Common Council approval of the proposed ARC Membership Scale / Options.
- MOTION:** Motion to Approve
- VOTE:** Motion by: Alderperson Harenda
Second by: Alderperson Hopkins

Motion Passed 7-0

- C. Discussion and possible action to recommend to the Common Council approval of the request for new Recreation Division positions.

MOTION: Motion to Approve

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

12. MAYORAL & COUNCIL PRESIDENT APPOINTMENTS

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

MOTION: Motion to Approve Mayoral Appointments

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

MOTION: Motion to Approve Council President Appointments

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

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.*

MOTION: Motion to Approve

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

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:*
City Clerk read the basis to enter into closed session.

MOTION: Motion to Enter Closed Session at 6:32PM.

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

MOTION: Motion to Return to open session at 6:55PM.

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

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

MOTION: Motion to Approve

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

- B.** Discussion and possible action re: Peterson Claim

MOTION: Motion to Deny

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Horbinski
Motion Passed 6-1 with Ald. Harenda voting nay.

22. ADJOURN

MOTION: Motion to Adjourn at 6:58PM.

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

Motion Sheet

Date:

To: Common Council, Mayor Ament &

From:

Re: Item(s) requiring Council action from the
held on

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Ryan Janssen, Ryan’s Buying LLC / Autumn Trace Subdivision Final Plat		
LOCATION:	4908 S. Calhoun Road (Tax Key #: 1258.999)		
REQUEST:	Approval of the Autumn Trace Subdivision Final Plat for the property located at 4908 S. Calhoun Road (Tax Key #: 1258.999).		
REVIEW SCHEDULE:	Final Plat Received:	8/16/2023	
	Completeness Determination:	8/16/2023	
	60-day time limit expires:	10/15/2023	
	Final Common Council Action (expected):	10/10/2023	
D.R.C. RECOMMENDATION:	Recommend to Common Council adoption of a resolution approving the Autumn Trace Subdivision Final Plat for the property located at 4908 S. Calhoun Road (Tax Key #: 1258.999), subject to the application, plans on file and the following conditions:		

1. Planning:

- a. Satisfaction of all the conditions outlined in the Letter of No Objection by Waukesha County Park and Land Use Department is required.
- b. Satisfaction of all the conditions outlined in the Letter of No Objection by the Department of Administration is required.
- c. Applicant shall correct all drafting errors and requested changes identified by Staff on the Final Plat prior to the City signing.
- d. A final copy of the Final Plat shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the Final Plat. Surveyor Stamp is required.
- e. Applicant shall submit a Mylar of the recorded plat to the City of New Berlin. Please make sure to have your surveyor coordinate with the State/County on this if necessary. This document is kept on file with the City.
- f. Applicant shall provide the CAD file containing all the line work to include all parcels, easement lines, etc. The file needs to be in the NAD 83 (2011) State Plane Wisconsin South Projection.
- g. A copy of the subdivision covenants shall be submitted prior to the City signing the Final Plat. This document shall address the maintenance of the open space and outlots.
 - i. Provide a note on the plat defining the maintenance of the islands in the boulevard section and mowed paths that are part of the outlot shall be maintained by the HOA.

- h. For subdivisions in the R-1/R-2 District, the minimum lot width at the base setback line is 110 feet and 130 feet for homes with side entry garages. The minimum street frontage is 60 feet. The minimum lot size is 32,670 square feet. Per Section 275-46E, when a garage is proved to be entry facing from an interior lot line, the garage shall be set back a minimum of 30 feet from the lot line opposite the garage door. Provide a chart that verifies the aforementioned information for each lot.**

 - i. Applicant shall provide a detailed line table and note the lot width measurement at the front setback line.**
- i. Payment of \$36,814.40 (\$1,937.60/lot x 19 lots = \$36,814.40) in Public Site and Open Space Fees required prior to the City of New Berlin signing the Final Plat.**
- a. Applicant shall coordinate with City Staff to execute a Conservation Easement that will encompass Outlot 1. The Conservation Easement shall be recorded with the Final Plat.**

 - i. The applicant shall provide Staff with the legal description of the Conservation Easement area for review.**
 - ii. The applicant shall be responsible for recording the Conservation Easement document.**

2. Engineering:

- a. Sheet 1, NOTES section:**

 - i. There is a note that starts "PRIVATE STORM SEWER AND DRAINAGE EASEMENTS..." but there are no such easements shown on the Plat. If there are intended to be such easements, show them, if not, then remove this comment.**
 - ii. For the comment that starts "PRIVATE SEPTIC SYSTEM PIPING ..." add the following text at the end "A WORK WITHIN THE RIGHT-OF-WAY PERMIT FROM THE CITY OF NEW BERLIN."**
 - iii. Add the comment "MARKING THE LOCATION OF THE UNDERGROUND PRIVATE SEPTIC SYSTEM PIPING WITHIN THE CITY RIGHT-OF-WAY AND WITHIN THE OUTLOT IS THE RESPONSIBILITY OF THE PRIVATE SEPTIC SYSTEM OWNER. FAILURE TO MARK THE LOCATION OF THE PRIVATE SANITARY LINE PUTS IT AT RISK OF DAMAGE DUE TO UNDERGROUND EXCAVATIONS BY OTHERS."**
- b. Sheet 1, CONSERVANCY RESTRICTIONS section:**

 - i. #2. Remove the text starting with "THE REMOVAL OF ANY VEGATATIVE COVER..."**
 - ii. #6. Correct the text to read "THE CONSTRUCTION OF BUILDINGS OR ACCESSORY USES ARE PROHIBITED WITHIN WETLAND AND FLOODPLAIN AND PER THE CONSERVATION EASEMENT PROVISIONS."**
 - iii. Add a note that says "PRIVATE ENCROACHMENTS INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO DOG FENCES, LIGHT POLES, LANDSCAPING, SIGNS, AND PRIVATE IRRIGATIONS SYSTEMS ARE AT RISK OF DAMAGE WITHOUT NOTICE AND ARE THE RESPONSIBILITY OF THE PROPERTY OWNER TO REPAIR. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO GET PERMISSION FROM THE PRIVATE UTILITIES TO INSTALL SUCH ENCROACHMENTS WITH THE PRIVATE UTILITY EASEMENT."**
- c. Sheet 2: Change the label to read "15' WIDE PRIVATE UTILITY EASEMENT".**
- d. Sheet 3: Around the cul-du-sac, the Private Utility Easement gets wider. Label the easement with the appropriate width dimension.**
- e. Sheet 5: The location for the Fire Cistern should be labeled "PUBLIC UTILITY EASEMENT".**

- f. Sheets 5-7: Where the Private sanitary laterals cross the road right-of-way, the line type should change to indicate the location of the pipe, but this is not considered an easement. Therefore, these locations should be called out as "LOCATION OF PRIVATE SANITARY LATERAL IN FAVOR OF LOT XX"
 - g. Sheet 7, COVENANTS AND RESTRICTIONS section:
 - i. Under #11, #12 through 15 should be bullet points a. through d. instead as these are steps in the procedure mentioned in #11.
 - ii. In #11, put a dash between "OFF-LOT" in the last line.
 - iii. In #14, which should be the new c., change the work "ON" to "AN" in the first line.
 - iv. Add:
 - 1. Lots 2, 3, 4, 5, 6, 7, 8, 9, and 10 shall access mound systems through their property for maintenance and repair.
 - 2. Lots 11, 12, 13, 14, 15, 17 and 20 shall access mound systems through the outlot for maintenance and repair.
 - 3. All the Covenants and Restrictions contained herein which have been prepared to regulate the easements provided on the Final Plat shall also apply to all additional easements as may be granted and created thereafter.
 - 4. The Private Owner Waste Treatment System easements shall also comply with the restrictions of the Conservation areas.
 - h. Sheet 8: Change the text to say "PRIVATE UTILITY EASEMENT PROVISIONS". This is found once in the title of the section and twice within the paragraph that describes the easement provisions.
3. Fire Department:
- a. 10,000 gallon emergency water cistern shall be installed per City of New Berlin Municipal Code 235-32. The location recommended by the fire chief is southeast of proposed septic area 17 & 15 or any location allowable between lots 3 & 4. The location shall be close enough to the road edge for the NBFD access and tapering of the road entrance into the subdivision shall be extended further into the court to provide wider access during emergency firefighting operations. If tapering the road is not applicable then a road apron in front of the tank location shall be constructed to allow fire apparatus access.
 - b. Applicant shall comply with Section 235-32 of the Municipal Code.
 - c. Developer shall meet with Assistant Fire Chief Steve Kon to finalize location and access of cistern.
4. Storm Water Utility:
- a. Final Plat linework meets the closure requirements.
 - b. SWMP Maintenance Agreement shall be recorded with the Plat.
 - c. Asbuilt plans of the Stormwater Management facilities are required per Developer Handbook Section VI.D.7. If the stormwater management facilities are used for erosion control during construction, an asbuilt is required after construction of the facilities, and a recertification/asbuilt is required prior to recording of the final plat.

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of October 2, 2023

Ryan Janssen, Ryan's Buying LLC / Autumn Trace Subdivision Final Plat
4908 S. Calhoun Road (Tax Key #: 1258.999)

DATE STAFF REPORT PREPARED: September 11, 2023

APPLICANT / OWNER(S): Ryan Janssen, Ryan's Buying LLC

REQUEST / DESCRIPTION OF PROJECT: The applicant is requesting approval of the Autumn Trace Subdivision Final Plat for the property located at 4908 S. Calhoun Road (Tax Key #: 1258.999). The proposal is for a 20-lot conservation subdivision on 88.57 acres.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 8/16/2023

DATE OF COMPLETENESS DETERMINATION: 8/16/2023

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 8/25/22, 1/4/23, Several meetings over the past year

Site Visit(s): 10/27/22 Plan Commission Site Visit, 2/21/23

CONCEPTUAL PLAN: Yes, a final plat is attached.

SIZE OF DEVELOPMENT / PARCEL(S): 88.57 acres

CURRENT ZONING: R-1/R-2, C-1, C-2

CURRENT LAND USE: Single-family subdivision development

PROPOSED ZONING: N/A

PROPOSED LAND USE: Single-family residential conservation subdivision

PROPOSED LOT SIZES: 20 Lots averaging 37,160 SF / 0.85 acres in size. See attached final plat.

PROPOSED DENSITY: 88.57 total acres / 20 lots = 1 lot per 4.429 acres.

	17.7 lots	(88.5 acres / 5 acre min lot size)
+	3.85 lots	Large Tract Density Bonus (88.5 acres - 50 acres = 38.5 acres / 10 acres = 3.85)
	21.55 lots	maximum # of possible lots

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3, R-4, R-5, I-1, C-1 & C-2

Land Use: Residential, Church

South: Zoning: R-4

Land Use: Residential

East: Zoning: O-2 & C-2

Land Use: Agriculture, Residential

West: Zoning: A-2, R-1/R-2 & I-1

Land Use: Agriculture, Residential, Church

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 18: Neighborhood H: Westridge & Moorland Road:

Planning Context / Vision / Development Policies:

Vision:

- Emphasis on preservation of significant environmental features such as: wetlands, woodlands, tree rows, floodplain and environmental corridors.
- Provide residential subdivisions utilizing conservation style design to preserve the environmental features.

Development Policies:

- Encourage the continuation of agricultural uses as long as the property owners so desire. As agricultural lands transition to residential developments, the subdivision design could incorporate farming and agriculture uses as viable open space options.

Land Use:

- Future Land Use Map: Country Residential

Chapter 19: Neighborhood I: National Avenue West:

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.

Development Policies:

- 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.
- Areas that are environmentally sensitive such as wetlands and recharge areas shall be established as priority areas for open space preservation.

Land Use:

- Future Land Use Map: Country Residential

ZONING CODE (Chapter 275): Yes, the subdivision meets the intent of Section 275-33B(1).

DEVELOPMENT CODE (CHAPTER 235): Yes, in compliance with Section 235-15.

REZONING REQUIRED: N/A

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: N/A

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes, see attached final plat.

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, Secondary Environmental Corridor.

Wetland On Property: Wetlands have been registered on the City's Zoning Map, see file #: WD-2202499. Wetlands were field delineated by Eric Parker, an assured delineator with Hartland Ecological Group, Inc. on November 7, 2022. A Conservation Easement is required to encompass outlot 1.

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

NRCS Map Classification: Not Inventoried

Floodplain: Yes, Zone AE

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

BIKE & PEDESTRIAN FACILITIES PLAN: None proposed for this area. Private trails are provided in outlot 1.

PARK & OPEN SPACE PLAN: No improvements.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Subdivision boundary is shown on the plat.

Wildlife Habitat Protection: N/A

Wildlife Management Plan: An Endangered Resources review has been provided.

ENVIRONMENTAL IMPACT: Wetlands have been registered on the City's Zoning Map, see file #: WD-2202499. Wetlands were field delineated by Eric Parker, an assured delineator with Hartland Ecological Group, Inc. on November 7, 2022. A restoration plan for the outlot has been submitted. A Conservation Easement is required to encompass outlot 1.

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. A stormwater management plan has been submitted.

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: No

Basin Capacity Available: N/A

Adequate Linkage: N/A

Onsite System Required: Yes, perc tests and soil information have been submitted with the preliminary plat. Additional information is included in the findings section below.

WATER USAGE CALC.: Estimated 250 GPD per new single-family lot. Private wells will be required.

TRAFFIC IMPACT: TIA is not required. Section 275-58C(2)(a) states that a TIA is required for any subdivision or multifamily residential development with 40 or more dwelling units. The subdivision plat includes 20 lots, therefore a TIA is not required.

SCHOOL DISTRICT IMPACT: 11.8 total estimated students

Elementary – 6.2 students (20 lots * 0.31 students)

Middle – 2.8 students (20 lots * 0.14 students)

High School – 2.8 students (20 lots * 0.14 students)

Notice Sent to Affected School District(s): Yes, final plat emailed to the school district. No comments have been received.

PREVIOUS ACTION:

10/27/2022 Plan Commission site walk.
11/14/2022 Plan Commission Public Hearing for rezoning.
2/6/2023 Plan Commission approval of rezoning.
2/14/2023 Common Council approval of rezoning.
5/8/2023 Plan Commission approval of Preliminary Plat.
5/23/2023 Common Council approval of Preliminary Plat.
6/19/2023 BPW approval of Development Agreement.
6/27/2023 Common Council approval of Development Agreement.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

1. The applicant is proposing a 20 lot conservation subdivision on 88.57 platted acres. 76% of the site (67.71 acres) will remain in permanent Conservation Area.
2. Waukesha County has reviewed and provided comments on the Final Plat.
3. The State shall review and provide comments on the Final Plat.
4. The site visit was held with the Plan Commission and general public on October 27, 2022.
5. A neighborhood informational meeting was held on January 4, 2023. Neighbors were able to ask the applicant questions about the project.
6. Wetlands have been registered on the City's Zoning Map, see file #: WD-2202499. Wetlands were field delineated by Eric Parker, an assured delineator with Heartland Ecological Group, Inc. on November 7, 2022. An endangered resources review of the property has also been submitted.
7. The maximum number of lots allowed following the Yield Plan Approach is 22 lots, per 275-33G of the Zoning Code. A Large Tract Density Bonus may be applied, per 275-33I(2) of the Zoning Code, "*Larger tracts. A density bonus may be granted by the Common Council for conservation subdivision applications involving tracts greater than 50 acres in area at the following rate: one additional dwelling unit for every 10 acres of total tract acreage above 50 acres in the R-1/R-2 District.*":
 - a. 17.70 lots (88.5 ac. / 5 ac. min lot size)
 - b. + 3.85 lots Large Tract Density Bonus (88.5 ac. - 50 ac. = 38.5 ac. / 10 ac.)
 - c. 21.55 lots Maximum # of possible lots (round up to 22 lots)
8. There will be woodland restoration work to enhance the quality of the woods. See attached Conservation Enhancements Plan prepared by Heartland Ecological Group on January 17, 2023.
9. There are off site septic systems for Lot #'s 2-15 and Lot # 20. Septic systems will be installed prior to the recording of the Final Plat.
10. The applicant shall be permitted to remove the trees within the Secondary Environmental Corridor (SEC) on Lot 7, with the replacement of six trees (at 5 to 7 inches DBH) planted on Outlot 1, in addition to the executed Stewardship Plan and Conservation Enhancements on Outlot 1, per the document dated January 17, 2023 from Heartland Ecological Group. Staff conducted a site visit on February 21, 2023 and determined that the existing trees located within the SEC on Lot 7 are a mix of low quality and invasive species. Applicant has provided a note on the plat.

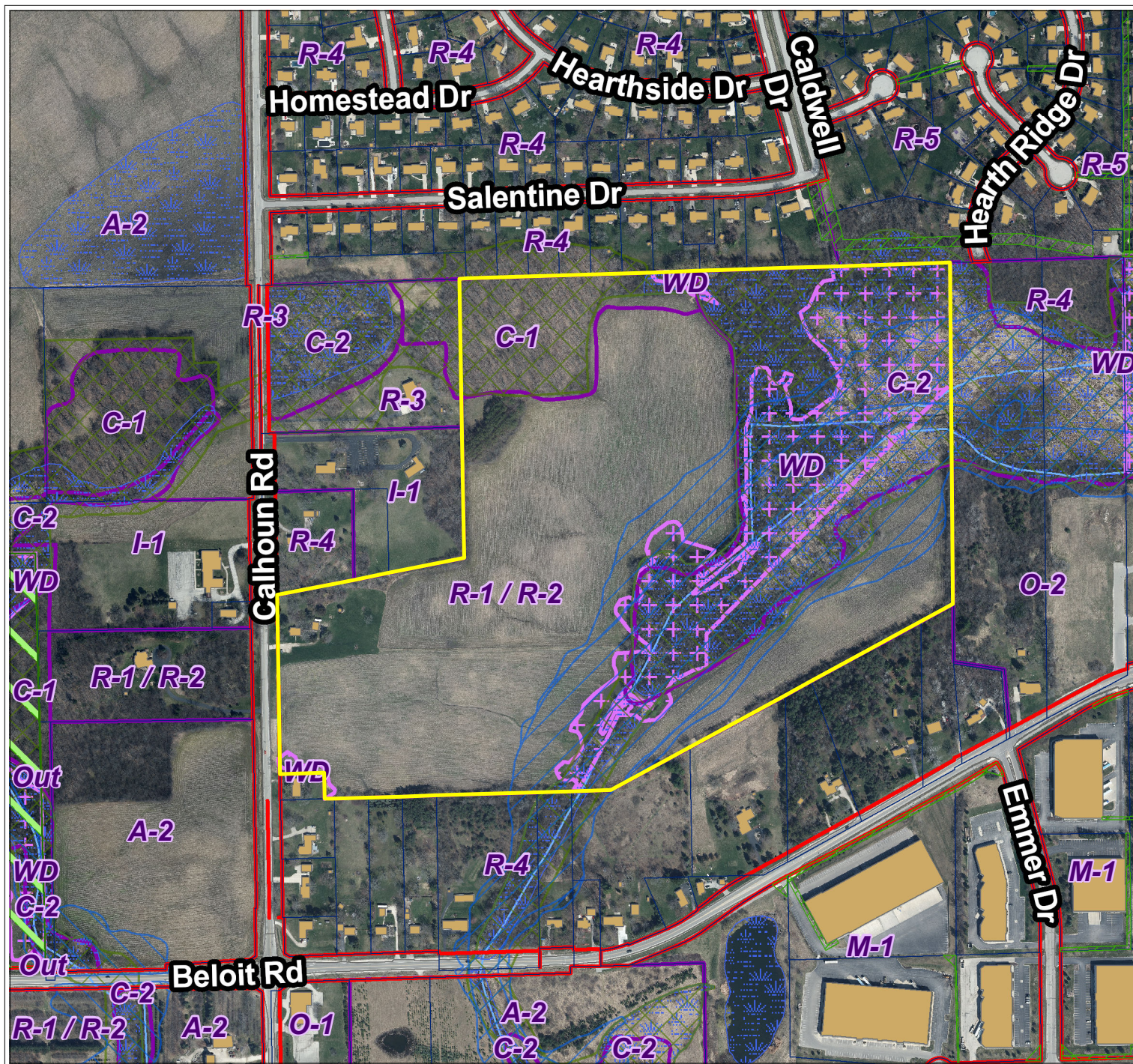
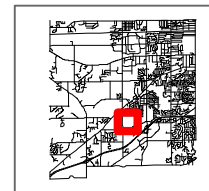
STAFF RECOMMENDATION:

Recommend to Common Council adoption of a resolution approving the Autumn Trace Subdivision Final Plat for the property located at 4908 S. Calhoun Road (Tax Key #: 1258.999), subject to the application, plans on file and the following conditions: **See Executive Summary.**

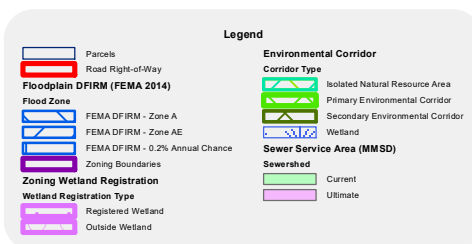
ATTACHMENTS:

Location Map
Final Plat

SP-2301676
Autumn Trace Final Plat
4908 S. Calhoun Road



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



0 212.5 425 Feet



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

NOTES:

- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION. APPROXIMATE O.H.W.M. ELEVATION SHOWN ON PLAT WAS FIELD LOCATED ON JULY 25, 2023 BY LANDTECH SURVEYING.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0353G & 55133C0334G, MAP REVISED NOVEMBER 5, 2014. THE 100 YEAR FLOOD LIMIT WAS FIELD LOCATED BY LANDTECH SURVEYING 08/31/2022.
- ROADWAYS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES.
- LOTS 2 – 15, 17 AND 20 IN THE SUBDIVISION HAVE BEEN SELECTED TO ALLOW THEIR INDIVIDUAL SEPTIC SYSTEMS TO BE CONTAINED PARTIALLY IN EASEMENTS IN THE COMMON OPEN AREAS OF THE SUBDIVISION. SEE PAGE 7 FOR COVENANTS AND RESTRICTIONS AND CURVE TABLE.
- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOT NO. 1 AND WAUKESHA COUNTY SHALL NOT BE LIABLE OF ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- STORM WATER MANAGEMENT FACILITIES ARE LOCATED ON OUTLOT 1 OF THIS SUBDIVISION. THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION SHALL EACH BE LIABLE FOR AN EQUAL UNDIVIDED FRACTIONAL SHARE OF THE COST TO REPAIR, MAINTAIN OR RESTORE SAID STORMWATER MANAGEMENT FACILITIES. SAID REPAIRS, MAINTENANCE AND RESTORATION SHALL BE PERFORMED BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION.
- TREES WITHIN THE SECONDARY ENVIRONMENTAL CORRIDOR (SEC) ON LOT 7, WITH THE REPLACEMENT OF SIX TREES (AT 5 TO 7 INCHES DBH) PLANTED ON OUTLOT 1, IN ADDITION TO THE EXECUTED STEWARDSHIP PLAN AND CONSERVATION ENHANCEMENTS ON OUTLOT 1, PER THE DOCUMENT DATED JANUARY 17, 2023 FROM HEARTLAND ECOLOGICAL GROUP.
- LOTS 2, 3, 4, 5, 6, 7, 8, 9, AND 10 SHALL ACCESS MOUND SYSTEMS THROUGH THEIR PROPERTY FOR MAINTENANCE AND REPAIR.
- LOTS 11, 12, 13, 14, 15, 17, AND 20 SHALL ACCESS MOUND SYSTEMS THROUGH THE OUTLOT FOR MAINTENANCE AND REPAIR.
- WHEN A GARAGE IS PROPOSED WITH AN ENTRY FACING AN INTERIOR LOT LINE, THE GARAGE SHALL BE SET BACK A MINIMUM OF 30 FEET FROM THE LOT LINE OPPOSITE THE GARAGE DOOR. THE SETBACK SHALL BE MEASURED PERPENDICULAR FROM THE EDGE CLOSEST TO THE STREET OF EACH GARAGE OPENING. THERE SHALL BE A TWENTY FOUR FOOT (24') ACCESS RADIUS IN AND OUT OF THE GARAGE DOOR. THE SIDE-ENTRY DRIVEWAY SHALL BE LOCATED NOT LESS THAN FIVE FEET FROM THE SIDE LOT LINE.
- OUTLOT 1 CONTAINS STORM WATER MANAGEMENT FACILITIES, WETLANDS, SECONDARY ENVIRONMENTAL CORRIDOR, FLOODPLAIN, TRAIL SYSTEM, AND SEPTIC EASEMENTS TO BENEFIT LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, AND 20.
- PRIVATE STORM SEWER AND DRAINAGE EASEMENTS ARE ESTABLISHED TO PROVIDE FOR THE UNOBSTRUCTED FLOW OF STORMWATER RUNOFF THROUGH PRIVATE STORM SEWER AND FROM ADJACENT AND UPSTREAM PROPERTIES. THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL BE LIABLE FOR AN EQUAL UNDIVIDED FRACTIONAL SHARE OF OF THE COST TO REPAIR, MAINTAIN OR RESTORE SAID PRIVATE STORM SEWER WITHIN THE PRIVATE STORM SEWER EASEMENT. SAID REPAIRS, MAINTENANCE AND RESTORATION SHALL BE PERFORMED BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS. NO BUILDINGS OR FENCES SHALL BE CONSTRUCTED IN PRIVATE STORM SEWER EASEMENTS. NO TREES OR BUSHES WHICH WOULD GROW MORE THAN 4 FEET IN HEIGHT SHALL BE PLANTED WITHIN 10 FEET OF SAID PRIVATE STORM SEWER. APPROVAL OF THE CITY OF NEW BERLIN DEPARTMENT OF COMMUNITY DEVELOPMENT, OWNERS OF LOTS ON THESE PRIVATE STORM SEWER EASEMENTS EXIST SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY DRIVEWAYS, SIDEWALKS OR SIMILAR THAT ARE LOCATED WITHIN SAID EASEMENT.
- WETLAND BOUNDARIES SHOWN HEREON WERE DELINEATED AND FIELD LOCATED BY HEARTLAND ECOLOGICAL GROUP INC. PER THE WETLAND DELINEATION REPORT DATED NOVEMBER 07, 2022 WHICH IS ON FILE AT THE CITY OF NEW BERLIN.
- SECONDARY ENVIRONMENTAL CORRIDOR IS SHOWN PER WAUKESHA COUNTY GIS.
- PRIVATE SEPTIC SYSTEM PIPING INSTALLED IN THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE SEPTIC SYSTEM OWNER. ANY CONSTRUCTION AND MAINTENANCE, INCLUDING RESTORATION OF SURFACE CONDITION PRIOR TO CONSTRUCTION OR MAINTENANCE, SHALL BE THE RESPONSIBILITY OF THE SEPTIC SYSTEM OWNER. SEPTIC SYSTEM OWNER SHALL OBTAIN NECESSARY PERMITS FOR ANY SUCH WORK, INCLUDING BUT NOT LIMITED TO, A WORK WITHIN THE RIGHT-OF-WAY PERMIT.
- ONE DRIVEWAY ACCESS SHALL BE ALLOWED PER PARCEL.
- ALL THE COVENANTS AND RESTRICTIONS CONTAINED HEREIN WHICH HAVE BEEN PREPARED TO REGULATE THE EASEMENTS PROVIDED ON THE FINAL PLAT SHALL ALSO APPLY TO ADDITIONAL EASEMENTS AS MAY BE GRANTED AND CREATED THEREAFTER.
- ACCESS TO MUSKEGO CREEK FROM W. BELOIT ROAD FALLS 730 FT. +/- SOUTH OF THIS SUBDIVISION.

CONSERVANCY/WETLAND/FLOODPLAIN/SECONDARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS CONSERVANCY/WETLAND/FLOODPLAIN/SECONDARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA ON PAGE 1 OF 8 ON THIS SUBDIVISION PLAT/CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED. THE REMOVAL OF ANY VEGETATIVE COVER THAT IS NECESSITATED TO PROVIDE ACCESS OR SERVICE TO AN APPROVED RESIDENCE OR ACCESSORY BUILDING, SHALL BE PERMITTED ONLY WHEN THE ACCESS OR SERVICE CANNOT BE LOCATED OUTSIDE OF THE CONSERVANCY/WETLAND/FLOODPLAIN/SECONDARY ENVIRONMENTAL CORRIDOR AND WITH APPROVAL FROM THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED WITHIN THE CONSERVANCY/WETLAND/FLOODPLAIN AREA AND SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE WITHIN THE SECONDARY ENVIRONMENTAL CORRIDOR AREA.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
- PONDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

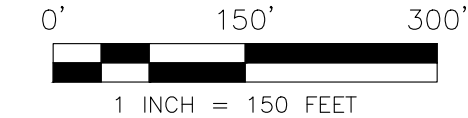
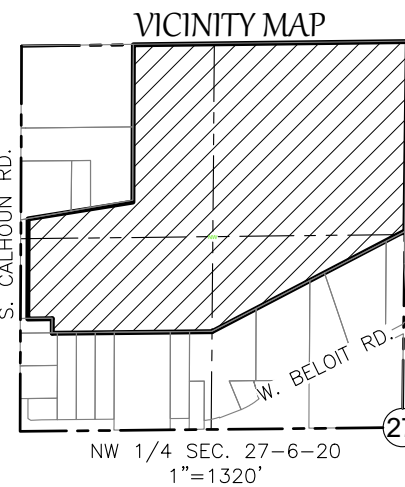
VISION CORNER EASEMENT (V.C.E.)

THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT (V.C.E.) IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION, NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.

BASEMENT RESTRICTION-GROUNDWATER

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

R1/R2 ZONING REQUIREMENTS PER TABLE 275-33-2						
CONSERVATION SUBDIVISION	LOT AREA* (S.F.)	LOT WIDTH** (S.F.)	LOT DEPTH (S.F.)	FRONT & REAR (S.F.)	SIDE (S.F.)	WETLAND (S.F.)
R-1/R-2	20,000 OR 32,670	110 OR 130	NONE	40	15	30
*MINIMUM LOT AREA MAY BE 20,000 S.F. WHEN SEPTIC SYSTEM IS LOCATED ENTIRELY OFF LOT, MINIMUM LOT AREA WHEN SEPTIC SYSTEM IS LOCATED ON-LOT IS 32,670 S.F.						
**MINIMUM LOT WIDTH OF 110' APPLIES TO HOMES WITH FRONT LOADED GARAGES; MINIMUM LOT WIDTH OF 130' APPLIES TO HOMES WITH SIDE LOADED GARAGES						



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCONS 2011) AND REFERENCED TO THE NORTH LINE OF THE NW 1/4 OF SEC. 27-6-20 MEASURED AS N89°18'54\"W.

VERTICAL DATUM IS NAVD 88 (GEOD 12A)



THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

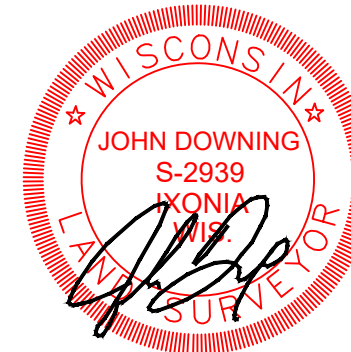
LEGEND

- | | |
|-------|---|
| V.C.E | VISION CORNER EASEMENT |
| (R) | RECORD DIMENSION |
| H | EXISTING DWELLING |
| G | EXISTING GARAGE |
| S | EXISTING SILO |
| --- | FLOODPLAIN |
| - - - | SECONDARY ENVIRONMENTAL CORRIDOR |
| W | WETLANDS |
| • | SET 1.25\"X 18\" REBAR WEIGHING 4.30 LBS/LIN FT. |
| • | 3/4\"X18\" REBAR WEIGHING 1.5 LBS/LIN FT SET AT ALL OTHER LOT CORNERS |

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



07/31/2023
PROJ. NO: 2223-7
SHEET 1 OF 8

AUTUMN TRACE

UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T6N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.

NW CORNER OF
SECTION 27-6-20
CONC. MON. W/SEWRPC
BRASS CAP FND.

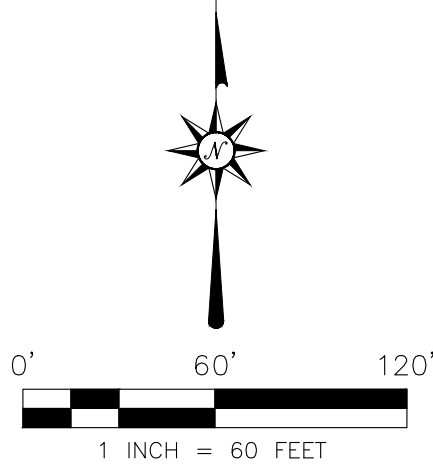
S. CALHOUN RD.
100' WIDE R.O.W.

W. LINE OF THE NW 1/4 OF SEC. 27-6-20
N 01°00'12" E 2645.68'

1876.69'

772.00'

W. 1/4 CORNER OF
SECTION 27-6-20
CONC. MON. W/SEWRPC
BRASS CAP FND.



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



PARCEL 1
CSM 540

PARCEL 2
CSM 540

OUTLOT 1
2,943,280 S.F.

1
100,225 S.F.

2
32,727 S.F.

3
32,760 S.F.

4
32,749 S.F.

5
32,810 S.F.

13
32,693 S.F.

12
32,695 S.F.

14
32,682 S.F.

15
32,724 S.F.

16
34,892 S.F.

17
33,352 S.F.

18
36,072 S.F.

19
35,275 S.F.

20
32,811 S.F.

AUTUMN TRACE COURT
DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES

WETLANDS PER
DELINEATION COMPLETED
BY HEARTLAND
ECOLOGICAL GROUP

WETLANDS PER
DELINEATION COMPLETED
BY HEARTLAND
ECOLOGICAL GROUP

100 YR.
FLOODPLAIN LIMIT

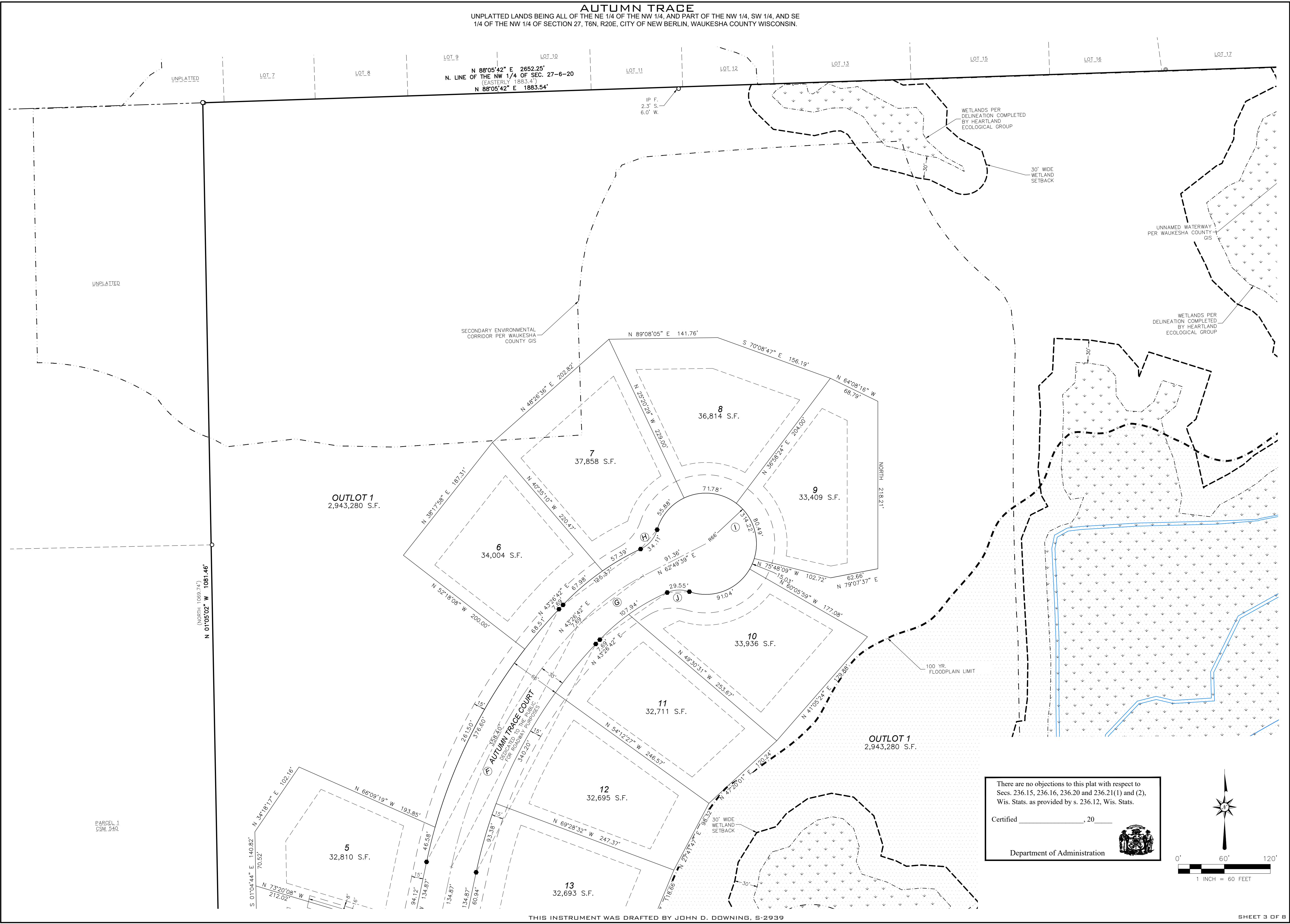
MUSKEGO CREEK

POST F.
2.0' N.
10.7' W.

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

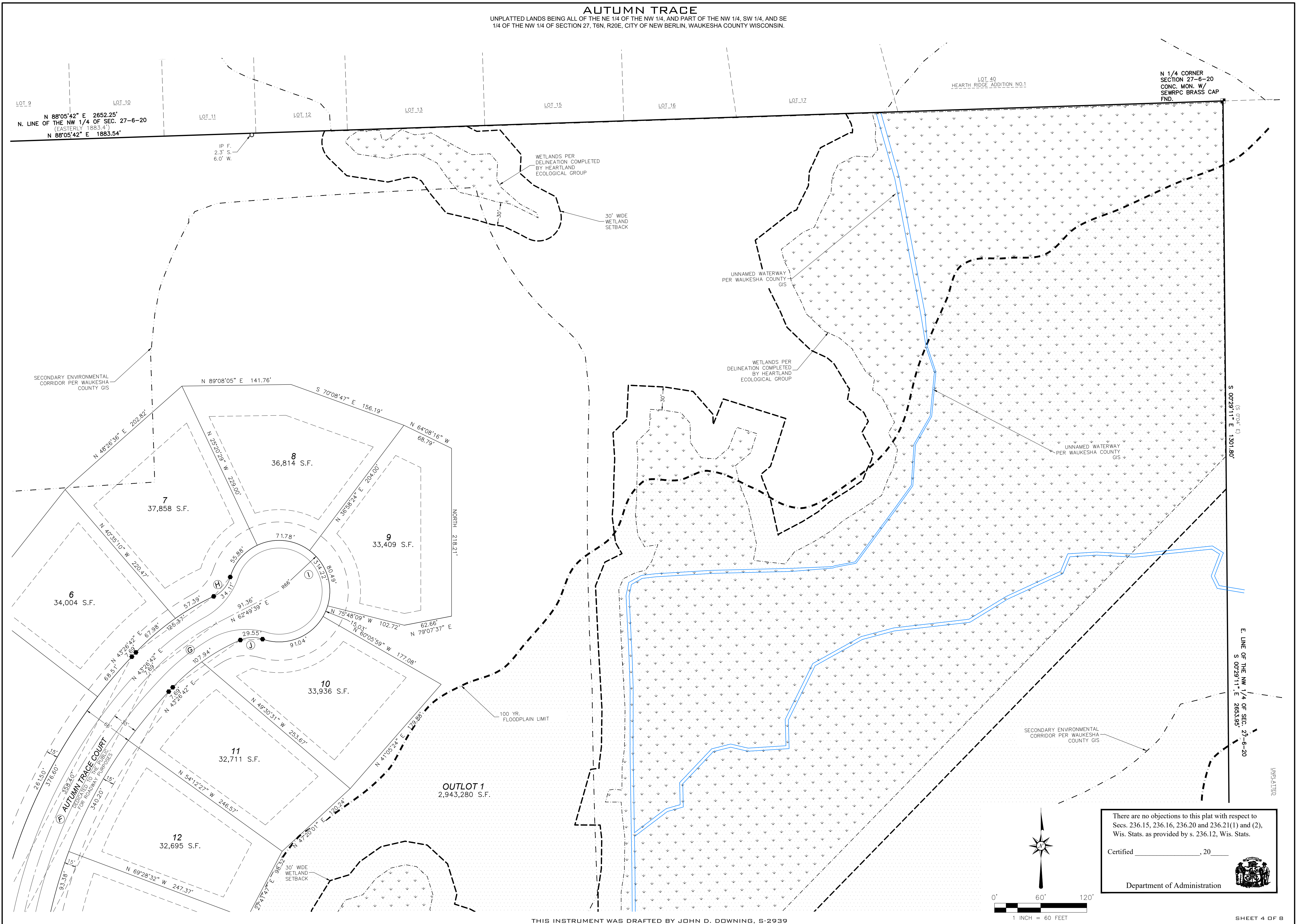
SHEET 2 OF 8

AUTUMN TRACE
UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T6N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.

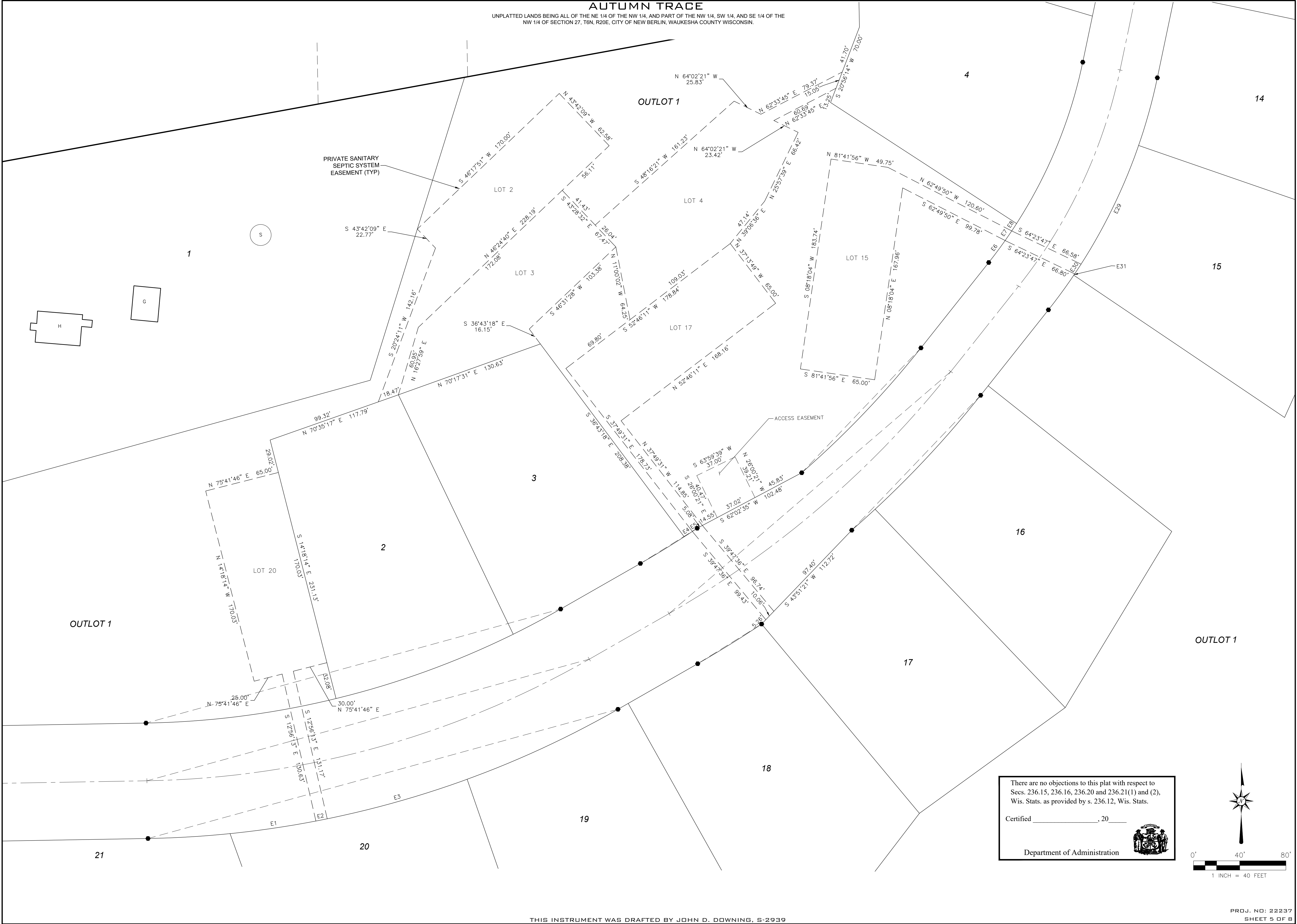


AUTUMN TRACE

UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T6N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.



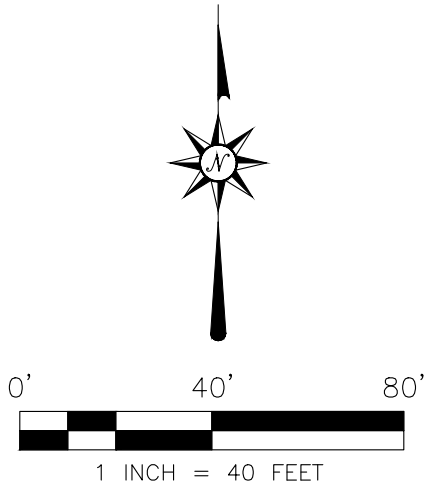
AUTUMN TRACE
UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T8N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

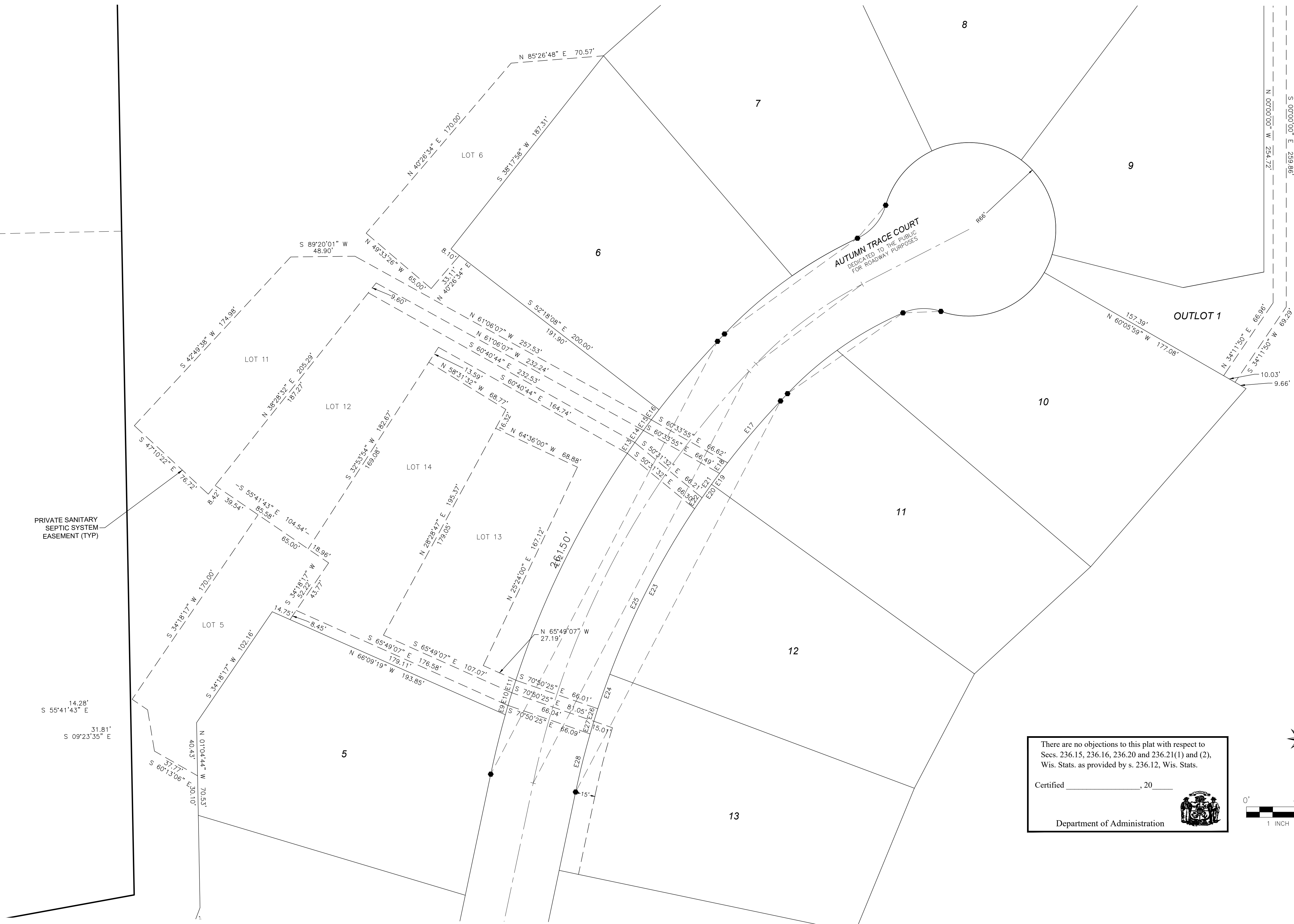
Certified _____, 20____

Department of Administration



AUTUMN TRACE

UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T6N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.



AUTUMN TRACE

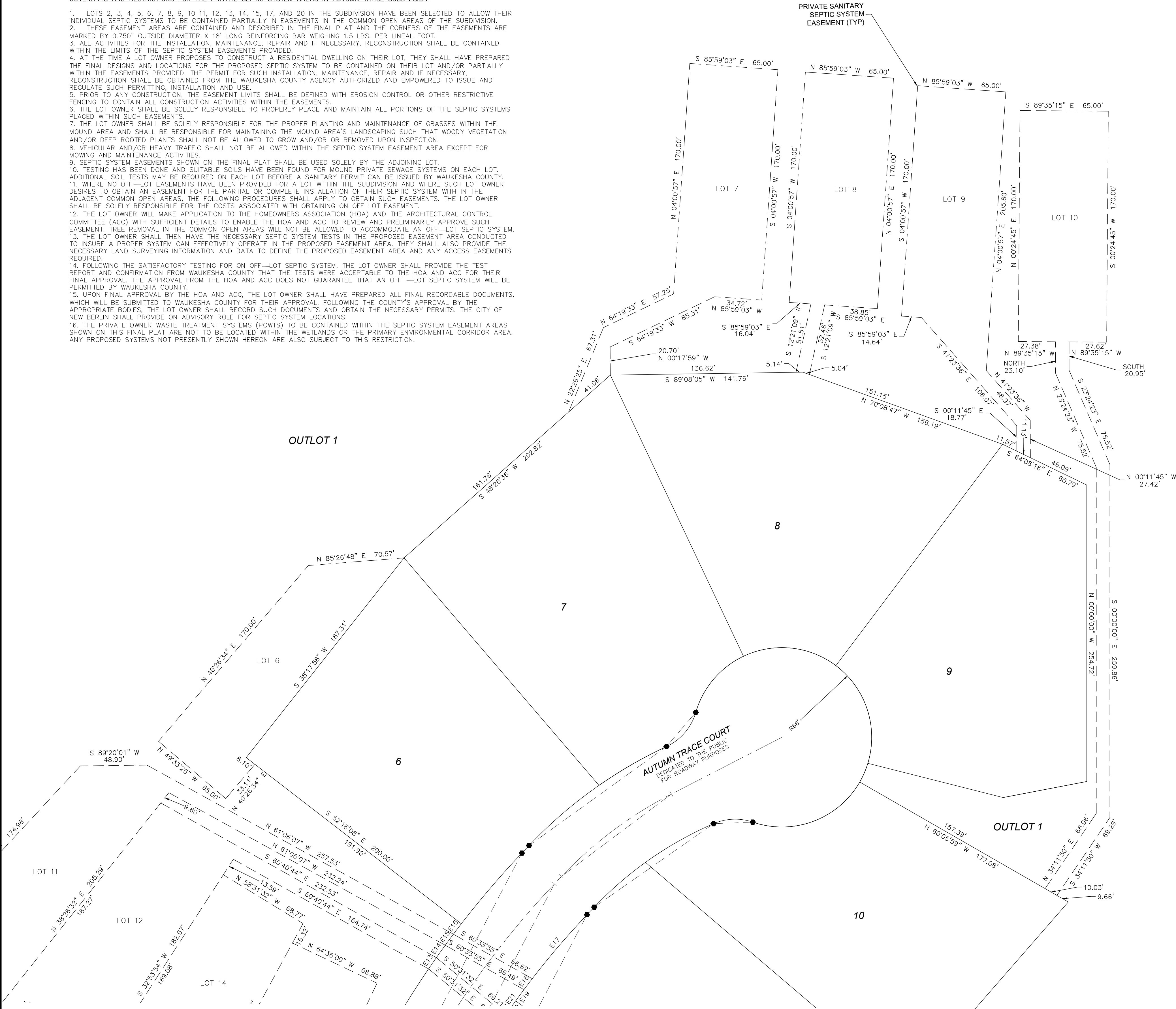
UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T6N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.

COVENANTS AND RESTRICTIONS FOR THE PRIVATE SEPTIC SYSTEM AREAS IN AUTUMN TRACE SUBDIVISION

1. LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, AND 20 IN THE SUBDIVISION HAVE BEEN SELECTED TO ALLOW THEIR INDIVIDUAL SEPTIC SYSTEMS TO BE CONTAINED PARTIALLY IN EASEMENTS IN THE COMMON OPEN AREAS OF THE SUBDIVISION.
2. THESE EASEMENT AREAS ARE TO BE CONTAINED AND DESCRIBED IN THE FINAL PLAT AND THE CORNERS OF THE EASEMENTS ARE MARKED BY 0.750" OUTSIDE DIAMETER X 18" LONG REINFORCING BAR WEIGHING 1.5 LBS. PER LINEAL FOOT.
3. ALL ACTIVITIES FOR THE INSTALLATION, MAINTENANCE, REPAIR AND IF NECESSARY, RECONSTRUCTION SHALL BE CONTAINED WITHIN THE LIMITS OF THE SEPTIC SYSTEM EASEMENTS PROVIDED.
4. AT THE TIME A LOT OWNER PROPOSES TO CONSTRUCT A RESIDENTIAL DWELLING ON THEIR LOT, THEY SHALL HAVE PREPARED THE FINAL DESIGNS AND LOCATIONS FOR THE PROPOSED SEPTIC SYSTEM TO BE CONTAINED ON THEIR LOT AND/OR PARTIALLY WITHIN THE EASEMENTS PROVIDED. THE PERMIT FOR SUCH INSTALLATION, MAINTENANCE, REPAIR AND IF NECESSARY, RECONSTRUCTION SHALL BE OBTAINED FROM THE WAUKESHA COUNTY AGENCY AUTHORIZED AND EMPOWERED TO ISSUE AND REGULATE SUCH PERMITTING, INSTALLATION AND USE.
5. PRIOR TO ANY CONSTRUCTION, THE EASEMENT LIMITS SHALL BE DEFINED WITH EROSION CONTROL OR OTHER RESTRICTIVE FENCING TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE EASEMENTS.
6. THE LOT OWNER SHALL BE SOLELY RESPONSIBLE TO PROPERLY PLACE AND MAINTAIN ALL PORTIONS OF THE SEPTIC SYSTEMS PLACED WITHIN SUCH EASEMENTS.
7. THE LOT OWNER SHALL BE SOLELY RESPONSIBLE FOR THE PROPER PLANTING AND MAINTENANCE OF GRASSES WITHIN THE MOUND AREA AND SHALL BE RESPONSIBLE FOR MAINTAINING THE MOUND AREA'S LANDSCAPING SUCH THAT WOODY VEGETATION AND/OR DEEP ROOTED PLANTS SHALL NOT BE ALLOWED TO GROW AND/OR OR REMOVED UPON INSPECTION.
8. VEHICULAR AND/OR HEAVY TRAFFIC SHALL NOT BE ALLOWED WITHIN THE SEPTIC SYSTEM EASEMENT AREA EXCEPT FOR MOWING AND MAINTENANCE ACTIVITIES.
9. SEPTIC SYSTEM EASEMENTS SHOWN ON THE FINAL PLAT SHALL BE USED SOLELY BY THE ADJOINING LOT.
10. TESTING HAS BEEN DONE AND SUITABLE SOILS HAVE BEEN FOUND FOR MOUND PRIVATE SEWAGE SYSTEMS ON EACH LOT. ADDITIONAL SOIL TESTS MAY BE REQUIRED ON EACH LOT BEFORE A SANITARY PERMIT CAN BE ISSUED BY WAUKESHA COUNTY.
11. WHERE NO OFF—LOT EASEMENTS HAVE BEEN PROVIDED FOR A LOT WITHIN THE SUBDIVISION AND WHERE SUCH LOT OWNER DESIRES TO OBTAIN AN EASEMENT FOR THE PARTIAL OR COMPLETE INSTALLATION OF THEIR SEPTIC SYSTEM WITH IN THE ADJACENT COMMON OPEN AREAS, THE FOLLOWING PROCEDURES SHALL APPLY TO OBTAIN SUCH EASEMENTS. THE LOT OWNER SHALL BE SOLELY RESPONSIBLE FOR THE COSTS ASSOCIATED WITH OBTAINING AN OFF LOT EASEMENT.
12. THE LOT OWNER WILL MAKE APPLICATION TO THE HOMEOWNERS ASSOCIATION (HOA) AND THE ARCHITECTURAL CONTROL COMMITTEE (ACC) WITH SUFFICIENT DETAILS TO ENABLE THE HOA AND ACC TO REVIEW AND PRELIMINARILY APPROVE SUCH EASEMENT. TREE REMOVAL IN THE COMMON OPEN AREAS WILL NOT BE ALLOWED TO ACCOMMODATE AN OFF—LOT SEPTIC SYSTEM.
13. THE LOT OWNER SHALL THEN HAVE THE NECESSARY SEPTIC SYSTEM TESTS IN THE PROPOSED EASEMENT AREA CONDUCTED TO INSURE A PROPER SYSTEM CAN EFFECTIVELY OPERATE IN THE PROPOSED EASEMENT AREA. THEY SHALL ALSO PROVIDE THE NECESSARY LAND SURVEYING INFORMATION AND DATA TO DEFINE THE PROPOSED EASEMENT AREA AND ANY ACCESS EASEMENTS REQUIRED.
14. FOLLOWING THE SATISFACTORY TESTING FOR ON OFF—LOT SEPTIC SYSTEM, THE LOT OWNER SHALL PROVIDE THE TEST REPORT AND CONFIRMATION FROM WAUKESHA COUNTY THAT THE TESTS WERE ACCEPTABLE TO THE HOA AND ACC FOR THEIR FINAL APPROVAL. THE APPROVAL FROM THE HOA AND ACC DOES NOT GUARANTEE THAT AN OFF —LOT SEPTIC SYSTEM WILL BE PERMITTED BY WAUKESHA COUNTY.
15. UPON FINAL APPROVAL BY THE HOA AND ACC, THE LOT OWNER SHALL HAVE PREPARED ALL FINAL RECORDABLE DOCUMENTS, WHICH WILL BE SUBMITTED TO WAUKESHA COUNTY FOR THEIR APPROVAL. FOLLOWING THE COUNTY'S APPROVAL BY THE APPROPRIATE BODIES, THE LOT OWNER SHALL RECORD SUCH DOCUMENTS AND OBTAIN THE NECESSARY PERMITS. THE CITY OF NEW BERLIN SHALL PROVIDE ON ADVISORY ROLE FOR SEPTIC SYSTEM LOCATIONS.
16. THE PRIVATE OWNER WASTE TREATMENT SYSTEMS (POWTS) TO BE CONTAINED WITHIN THE SEPTIC SYSTEM EASEMENT AREAS SHOWN ON THIS FINAL PLAT ARE NOT TO BE LOCATED WITHIN THE WETLANDS OR THE PRIMARY ENVIRONMENTAL CORRIDOR AREA. ANY PROPOSED SYSTEMS NOT PRESENTLY SHOWN HEREON ARE ALSO SUBJECT TO THIS RESTRICTION.

EASEMENT CURVE TABLE

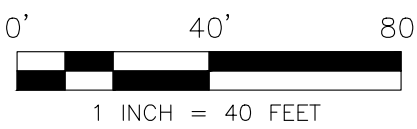
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING
E1	850.00'	5°04'07.76"	75.20'	75.17'	N 81°40'06" E
E2	850.00'	0°40'27.77"	10.00'	10.00'	N 78°47'48" E
E3	850.00'	8°29'38.47"	126.01'	125.90'	N 74°12'45" E
E4	800.00'	0°36'03.89"	8.39'	8.39'	N 56°45'33" E
E5	800.00'	0°21'32.47"	5.01'	5.01'	N 56°16'32" E
E6	417.00'	3°15'31.58"	23.72'	23.71'	N 36°47'58" E
E7	417.00'	1°23'28.40"	10.12'	10.12'	N 34°28'29" E
E8	417.00'	1°02'52.03"	7.63'	7.63'	N 33°15'19" E
E9	683.00'	0°36'57.47"	7.34'	7.34'	N 16°04'07" E
E10	683.00'	0°50'45.25"	10.08'	10.08'	N 16°47'58" E
E11	683.00'	0°50'39.77"	10.07'	10.07'	N 17°38'41" E
E12	683.00'	16°11'18.71"	192.98'	192.34'	N 26°09'40" E
E13	683.00'	0°50'33.25"	10.04'	10.04'	N 34°40'36" E
E14	683.00'	0°56'39.48"	11.26'	11.26'	N 35°34'12" E
E15	683.00'	0°50'46.54"	10.09'	10.09'	N 36°27'55" E
E16	683.00'	0°48'33.01"	9.65'	9.65'	N 37°17'35" E
E17	617.00'	5°45'17.83"	61.97'	61.95'	S 40°34'03" W
E18	617.00'	0°56'14.18"	10.09'	10.09'	S 37°13'17" W
E19	617.00'	0°57'36.67"	10.34'	10.34'	S 36°16'22" W
E20	617.00'	1°09'49.68"	12.53'	12.53'	S 35°12'38" W
E21	617.00'	2°07'26.34"	22.87'	22.87'	S 35°41'27" W
E22	617.00'	0°55'57.48"	10.04'	10.04'	S 34°09'45" W
E23	617.00'	13°10'17.99"	141.84'	141.53'	S 27°06'37" W
E24	617.00'	2°34'48.93"	27.79'	27.78'	S 19°14'04" W
E25	617.00'	15°45'06.93"	169.63'	169.09'	S 25°49'13" W
E26	617.00'	0°55'44.50"	10.00'	10.00'	S 17°28'47" W
E27	617.00'	0°55'46.53"	10.01'	10.01'	S 16°33'01" W
E28	617.00'	4°13'57.66"	45.58'	45.57'	S 13°58'09" W
E29	483.00'	13°34'55.48"	114.50'	114.23'	S 25°51'54" W
E30	483.00'	1°11'48.93"	10.09'	10.09'	S 33°15'16" W
E31	483.00'	0°10'02.47"	1.41'	1.41'	S 33°56'12" W



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



AUTUMN TRACE

UNPLATTED LANDS BEING ALL OF THE NE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 27, T6N, R20E, CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF WAUKESHA)

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED "AUTUMN TRACE", UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWN 6 NORTH, RANGE 20 EAST ALSO BEING THE POINT OF BEGINNING, THENCE S 00°29'11" E, ALONG THE EAST LONE OF THE NORTHWEST 1/4 OF SECTION 27, 1301.80 FEET; THENCE S 61°11'04" W, 1496.78 FEET; THENCE S 88°11'57" W, 1097.75 FEET; THENCE N 01°04'03" W, 100.00 FEET; THENCE S 88°12'00" W, 168.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH CALHOUN ROAD; THENCE N 01°00'12" W, ALONG THE EAST RIGHT-OF-WAY OF SOUTH CALHOUN ROAD, 688.24 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF CSM 540; THENCE N 79°39'37" E, ALONG THE SOUTH LINE OF PARCEL 2 AND PARCEL 1 OF CSM 540, 729.81 FEET TO THE SOUTHEAST CORNER OF PARCEL 1 OF CSM 540; THENCE N 01°05'02" W, ALONG THE EAST LINE OF PARCEL 1 OF CSM 540 AND EXTENSION OF SAID LINE, 1081.46 FEET TO THE NORTH LINE OF OF THE NORTHWEST 1/4 OF SECTION 27; THENCE N 88°05'42" E, ALONG THE NORTH LINE OF OF THE NORTHWEST 1/4 OF SECTION 27, 1883.54 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 3,850,493 SQUARE FEET OR 88.40 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF RYANS BUYING, LLC. OWNERS OF SAID LAND.

THAT SUCH A MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, THE SUBDIVISION REGULATIONS OF THE CITY OF NEW BERLIN AND THE LAND DIVISION ORDINANCE OF WAUKESHA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS ____ DAY OF _____, 20____.

JOHN D. DOWNING, S-2939

CORPORATE OWNER'S CERTIFICATE

AS OWNER, RYANS BUYING, LLC HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- CITY OF NEW BERLIN
- WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE
- STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID RYANS BUYING, LLC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

RYAN JANSSEN, MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS ____ DAY OF

_____, 20____.

RYAN JANSSEN, MEMBER

STATE OF WISCONSIN)SS
COUNTY OF WAUKESHA)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED RYAN JANSSEN, TO ME KNOWN TO AS A MEMBER OF RYANS BUYING, LLC. ARE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WI

MY COMMISSION Expires _____

CORPORATE MORTGAGE CERTIFICATE

FIRST FEDERAL BANK, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF

_____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF RYANS BUYING, LLC, OWNER, THIS ____ DAY OF _____, 20____.

_____, PRINT NAME & TITLE: _____

STATE OF _____)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE NAMED _____, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH _____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

PRINT NAME: _____

NOTARY PUBLIC, _____ COUNTY, _____

MY COMMISSION EXPIRES _____

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

_____, GRANTOR, TO

WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN GAS, LLC, WISCONSIN CORPORATIONS DOING BUSINESS AS WE ENERGIES, GRANTEE

_____, GRANTEE, AND

_____, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THERON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



LAND SURVEYING • LAND PLANNING
111 W. SECOND STREET
OCCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

CITY OF NEW BERLIN COMMON COUNCIL APPROVAL

THIS PLAT KNOWN AS "AUTUMN TRACE", IS HEREBY APPROVED BY THE CITY OF NEW BERLIN COMMON COUNCIL AS BEING IN CONFORMANCE WITH THE CITY'S SUBDIVISION ORDINANCE. THE CITY OF NEW BERLIN COMMON COUNCIL ALSO HEREBY APPROVES AND ACCEPTS ALL DEDICATIONS SHOWN THEREON, THIS ____ DAY OF _____, 20____.

DAVID A. AMENT, MAYOR

THIS ____ DAY OF _____, 20____.

RUBINA R. MEDINA, CITY CLERK

CITY OF NEW BERLIN PLAN COMMISSION APPROVAL

THIS PLAT KNOWN AS "AUTUMN TRACE", IS HEREBY APPROVED BY THE CITY OF NEW BERLIN PLAN COMMISSION AS BEING IN CONFORMANCE WITH THE CITY'S SUBDIVISION ORDINANCE. THE CITY OF NEW BERLIN PLAN COMMISSION ALSO HEREBY APPROVES AND ACCEPTS ALL DEDICATIONS SHOWN THEREON, THIS ____ DAY OF _____, 20____. APPROVED AND SIGNED:

DAVID A. AMENT, MAYOR/CHAIRMAN

THIS ____ DAY OF _____, 20____.

NIKKI JONES, PLAN COMMISSION SECRETARY

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I RALPH CHIPMAN, BEING DULY APPOINTED, QUALIFIED AND ACTING FINANCE DIRECTOR/TREASURER OF THE CITY OF NEW BERLIN, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS ____ DAY OF _____, 20____ ON ANY LAND INCLUDED IN THE PLAT OF "AUTUMN TRACE".

THIS ____ DAY OF _____, 20____.

RALPH CHIPMAN, FINANCE DIRECTOR/TREASURER

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I PAMELA REEVES, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF WAUKESHA, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS ____ DAY OF _____, 20____ ON ANY LAND INCLUDED IN THE PLAT OF "AUTUMN TRACE".

THIS ____ DAY OF _____, 20____.

PAMELA REEVES, COUNTY TREASURER

CURVE TABLE								
CURVE #	LOT #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
A	CENTERLINE	800.00'	28°45'23"	401.51'	397.31'	N 74°37'25" E	N 60°14'43" E	N 89°00'06" E
	NORTH R.O.W.	750.00'	28°45'23"	376.42'	372.48'	N 74°37'25" E	N 60°14'43" E	N 89°00'06" E
	OUTLOT 1	750.00'	12°42'21"	166.32'	165.98'	N 82°38'56" E		
	2	750.00'	12°29'45"	163.57'	163.25'	N 70°02'53" E		
	3	750.00'	3°33'17"	46.53'	46.52'	N 62°01'22" E		
	SOUTH R.O.W.	850.00'	28°45'23"	426.61'	422.15'	N 74°37'25" E	N 89°00'06" E	N 60°14'43" E
	OUTLOT 1	850.00'	4°47'56"	71.19'	71.17'	N 86°36'08" E		
	19	850.00'	9°43'13"	144.20'	144.03'	N 65°06'20" E		
	20	850.00'	14°14'14"	211.21'	210.67'	N 77°05'03" E		
	CENTERLINE	850.00'	21°49'00"	323.66'	321.71'	N 49°20'13" E	N 38°25'43" E	N 60°14'43" E
B	OUTLOT 1	817.00'	10°30'03"	149.73'	149.52'	N 43°40'45" E	N 38°25'43" E	N 38°25'43" E
	SOUTH R.O.W.	883.00'	10°30'03"	161.83'	161.60'	N 43°40'45" E	N 38°25'43" E	N 38°25'43" E
	LOT 17	883.00'	1°45'51"	27.19'	27.19'	N 48°02'51" E		
C	LOT 16	883.00'	8°44'12"	134.64'	134.51'	N 42°47'49" E		
	NORTH R.O.W.	800.00'	4°08'57"	57.93'	57.92'	N 58°10'15" E	N 60°14'43" E	N 56°05'46" E
	LOT 3	800.00'	3°11'08"	44.48'	44.47'	N 58°39'09" E		
	OUTLOT 1	800.00'	0°57'49"	13.45'	13.45'	N 56°34'41" E		
D	LOT 18	900.00'	4°08'57"	65.18'	65.16'	N 58°10'15" E	N 60°14'43" E	N 56°05'46" E
E	CENTERLINE	450.00'	26°34'33"	208.73'	206.86'	N 25°08'27" E	N 11°51'10" E	N 38°25'43" E
	NORTH R.O.W.	417.00'	26°34'33"	193.42'	191.69'	N 25°08'27" E	N 38°25'43" E	N 11°51'10" E
	OUTLOT 1	417'	5°41'50"	41.46'	41.45'	N 35°34'48" E		
	LOT 4	417'	20°52'43"	151.95'	151.12'	N 22°17'31" E		
	SOUTH R.O.W.	483.00'	26°34'33"	224.03'	222.03'	N 25°08'27" E	N 38°25'43" E	N 11°51'10" E
	LOT 14	483.00'	7°13'16"	60.87'	60.83'	N 15°27'48" E		
F	LOT 15	483.00'	14°56'47"	126.00'	125.64'	N 26°32'49" E		
	OUTLOT1	483.00'	4°24'30"	37.16'	37.15'	N 36°13'28" E		
	CENTERLINE	650.00'	31°35'31"	358.40'	353.88'	N 27°38'56" E	N 43°26'42" E	N 11°51'10" E
	NORTH R.O.W.	683.00'	31°35'31"	376.59'	371.84'	N 27°38'56" E	N 43°26'42" E	N 11°51'10" E
	LOT 5	683.00'	3°54'28"	46.58'	46.57"	N 13°48'24" E		
	OUTLOT 1	683.00'	21°56'13"	261.50'	259.91'	N 26°43'45" E		
	LOT 6	683.00'	5°44'50"	68.51'	68.48'	N 40°34'17" E		
	SOUTH R.O.W.	617.00'	31°35'31"	340.21'	335.91'	N 27°38'56" E	N 43°26'42" E	N 11°51'10" E
	LOT 11	617.00'	7°39'09"	82.41'	82.35'	N 39°37'08" E		
	LOT 12	617.00'	15°16'05"	164.42'	163.93'	N 28°09'31" E		
	LOT 13	617.00'	8°40'18"	93.38'	93.29'	N 16°11'19" E		
	CENTERLINE	300.00'	19°22'57"	101.49'	101.00'	N 53°08'10" E	N 62°49'39" E	N 43°26'42" E
	NORTH R.O.W.	333.00'	21°34'14"	125.37'	124.63'	N 54°13'49" E	N 65°00'56" E	N 43°26'42" E
	LOT 6	333.00'	11°41'49"	67.98'	67.86'	N 49°17'36" E		
	LOT 7	333.00'	9°52'25"	57.39'	57.31'	N 60°04'43" E		
	SOUTH R.O.W.	267.00'	23°09'50"	107.94'	107.21'	N 55°01'37" E	N 66°36'32" E	N 43°26'42" E
	LOT 10	267.00'	12°23'58"	57.78'	57.67'	N 60°24'33" E		
	LOT 11	267.00'	10°45'52"	50.16'	50.09'	N 48°49'38" E		
	LOT 7	40.00'	48°51'54"	34.11'	33.09'	N 40°34'59" E		
I	R.O.W.	66.00'	272°46'54"	314.22'	91.05'	N 27°27'31" W	N 16°09'02" E	N 71°04'04" W
	LOT 7	66.00'	48°30'28"	55.88'	54.22'	N 40°24'16" E		
	LOT 8	66.00'	62°18'53"	71.78'	68.30'	N 84°11'03" W		
	LOT 9	66.00'	69°52'37"	80.49'	75.60'	N 18°05'17" W		
	LOT 10	66.00'	79°01'54"	91.04'	83.99'	N 69°24'59" E		

RESOLUTION NUMBER No. 23-25**A RESOLUTION APPROVING THE FINAL PLAT
FOR AUTUMN TRACE SUBDIVISION**

WHEREAS, the City of New Berlin Plan Commission at a regular meeting held October 2, 2023 recommended approval of the 20-lot final plat for Autumn Trace Subdivision subject to the application, plans on file and conditions attached in the Staff Report dated October 2, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the City of New Berlin Common Council in accordance with Chapter 236 of the Wisconsin Statutes and Chapter 235 of the municipal code of the City of New Berlin, accepts the recommendation of the Plan Commission and hereby approves Autumn Trace Subdivision Final Plat as set forth in the Plan Commission report subject to the conditions set forth therein.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution within 10 days of adoption by the Common Council and to take such further steps as are necessary to effectuate the intention of theses resolutions.

Passed and adopted by the Common Council this 10th day of October, 2023.

APPROVED:

Mayor David A. Ament

Countersigned/Certified:

Rubina Medina, City Clerk

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2023, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and 1848 COFFEE, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 13575 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as “Vendor”);

WHEREAS, the City owns and operates Malone Park, which facilities have various amenities (hereinafter the “Park”); and

WHEREAS, the City is desirous of holding a Halloween event on October 28, 2023, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

WHEREAS, the City is desirous of creating a beer garden, along with food and coffee sales.

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

1. The City does hereby grant access to the Malone Park pavilion as depicted on the attached map, Exhibit A, to the Vendor on October 28, 2023 to provide coffee sales between Noon and 3:00 p.m. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the Park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate Permits required by the City of New Berlin, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 28, 2023 between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor may engage in restocking or cleanup activities outside of these hours. However, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

4. Responsibilities of Vendor:

- a. Vendor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Vendor agrees to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
- c. Vendor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status, gender or any other prohibited basis of discrimination.

- d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
- f. Vendor agrees, at its own expense, to keep the Park and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the City Department of Public Works.
- g. No equipment being provided by the City shall be removed or replaced without the written consent of the City, and any such use will be at the expense of the Vendor.
- h. Vendor agrees that they will obtain all necessary Licenses or Permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.

5. The parties shall mutually perform an inspection of the Park both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Park meets the requirements as set forth in this Agreement. Vendor agrees to return the Park to the City following the conclusion of the event in the condition that existed prior to the commencement of the event, reasonable wear and tear excepted.

6. Vendor agrees to indemnify and hold harmless the City as and against any and all claims, demands, actions, causes of action, or fees, including actual attorney fees, arising from the activities of the Vendor, their agents, subcontractors or assigns, in conducting food and beverage services, as well as the performance of the terms of this Agreement. This indemnification shall include the acts or omissions of any contractors or subcontractors that they may engage for the performance of the event.

7. Vendor agrees that this Agreement is exclusive to them and to the extent they wish to engage other entities to assist with the performance of the event, such entities must be approved by the Common Council or their designee, and such subcontractors must agree to the same indemnity and insurance requirements as required of the Vendor.

8. Vendor acknowledges that they are ultimately responsible for the acts or omissions of any subcontractors with which they may engage.

9. The parties agree to mutually perform advertising for the event.

10. Vendor agrees to allow the City to hold events coordinated by the City in conjunction with food and beverage service contemplated hereunder. This use is not exclusive.

11. Vendor acknowledges that they are not permitted to bring in additional lighting or music (whether live or recorded) without the expressed written permission of the City. Vendor may bring and set up a point-of-sale station and credit card station at their expense.

12. City agrees to maintain the bathrooms in the Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily.

13. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of _____ (\$_____.00) Dollars, not less than ten (10) days following the completion of the event.

14. Vendor shall provide security during the event and will ensure that the terms of this Agreement, as well as all other applicable City Rules and City Ordinances are followed. Any criminal activity shall be reported immediately to the New Berlin Police Department.

15. Vendor agrees to maintain evidence of comprehensive, general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall list the City as an Additional Insured on a primary and non-contributory basis.

16. In the event Vendor fails to abide by the terms of this Agreement, or in the event the events create a public nuisance, the use may be terminated.

17. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

18. Each party acknowledges that the person signing the Agreement has been duly authorized by the governing body of each entity.

19. 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.

20. To the extent that any portion of the Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that the balance of the Agreement shall remain in full force and effect.

CITY :
City of New Berlin

VENDOR:
1848 COFFEE LLC

By: _____
David Ament, Mayor

By: _____

By: _____

EXHIBIT A

MAP OF PARK

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2023, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and 1840 BREWING COMPANY, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 342 East Ward Street, Milwaukee, Wisconsin, 53207 (hereinafter referred to as “Vendor”);

WHEREAS, the City owns and operates Malone Park, which facilities have various amenities (hereinafter the “Park”); and

WHEREAS, the City is desirous of holding a Halloween event on October 28, 2023, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

WHEREAS, the City is desirous of creating a beer garden, along with food and coffee sales.

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

1. The City does hereby grant access to the Malone Park pavilion as depicted on the attached map, Exhibit A, to the Vendor on October 28, 2023 to provide beer sales between Noon and 3:00 p.m. pursuant to the terms and conditions set forth herein. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate Permits required by the City of New Berlin, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 28, 2023 between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor may engage in restocking or cleanup activities outside of these hours. However, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

4. Vendor shall be permitted to sell beer at this event with an alcohol content no greater than eight (8%) APV, subject to the Vendor having an approved State Brewery License to allow it to do so. The Vendor will supply licensed bartenders and shall follow State of WI Statutes and City of New Berlin ordinances regarding the sales of beer. The Vendor will ensure that all persons served are of legal drinking age. The Vendor acknowledges that the areas in which beer may be consumed are limited to those that are set forth in the attached map, Exhibit A. The City will create fencing and/or signage directing patrons that alcohol may only be consumed within the designated area.

5. Responsibilities of Vendor:
 - a. Vendor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
 - b. Vendor agrees to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
 - c. Vendor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status, gender or any other prohibited basis of discrimination.
 - d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
 - e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
 - f. Vendor agrees, at its own expense, to keep the Park and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the City Department of Public Works.
 - g. No equipment being provided by the City shall be removed or replaced without the written consent of the City, and any such use will be at the expense of the Vendor.
 - h. Vendor agrees that they will obtain all necessary Licenses or Permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.

6. The parties shall mutually perform an inspection of the Park both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Park meets the requirements as set forth in this Agreement. Vendor agrees to return the Park to the City following the conclusion of the event in the condition that existed prior to the commencement of the event, reasonable wear and tear excepted.

7. Vendor agrees to indemnify and hold harmless the City as and against any and all claims, demands, actions, causes of action, or fees, including actual attorney fees, arising from the activities of the Vendor, their agents, subcontractors or assigns, in conducting food and beverage services, as well as the performance of the terms of this Agreement. This indemnification shall include the acts or omissions of any contractors or subcontractors that they may engage for the performance of the event.

8. Vendor agrees that this Agreement is exclusive to them and to the extent they wish to engage other entities to assist with the performance of the event, such entities must be approved by the Common Council or their designee, and such subcontractors must agree to the same indemnity and insurance requirements as required of the Vendor.

9. Vendor acknowledges that they are ultimately responsible for the acts or omissions of any subcontractors with which they may engage.

10. The parties agree to mutually perform advertising for the event.

11. Vendor agrees to allow the City to hold events coordinated by the City in conjunction with food and beverage service contemplated hereunder. This use is not exclusive.

12. Vendor acknowledges that they are not permitted to bring in additional lighting or music (whether live or recorded) without the express written permission of the City. Vendor may bring and set up a point-of-sale station and credit card station at their expense.

13. City agrees to maintain the bathrooms in the Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily.

14. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of _____ (\$_____.00) Dollars, not less than ten (10) days following the completion of the event.

15. Vendor shall provide security during the event and will ensure that the terms of this Agreement, as well as all other applicable City Rules and City Ordinances are followed. Any criminal activity shall be reported immediately to the New Berlin Police Department.

16. Vendor agrees to maintain evidence of comprehensive, general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall list the City as an Additional Insured on a primary and non-contributory basis.

17. In the event Vendor fails to abide by the terms of this Agreement, or in the event the events create a public nuisance, the use may be terminated.

18. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

19. Each party acknowledges that the person signing the Agreement has been duly authorized by the governing body of each entity.

20. 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.

21. To the extent that any portion of the Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that the balance of the Agreement shall remain in full force and effect.

CITY :
City of New Berlin

VENDOR:
1840 BREWING COMPANY LLC

By: _____
David Ament, Mayor

By: _____

By: _____

EXHIBIT A

MAP OF PARK

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2023, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and FLOUR GIRL & FLAME, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 6735 West Lincoln Avenue, West Allis, Wisconsin, 53219-2053 (hereinafter referred to as “Vendor”);

WHEREAS, the City owns and operates Malone Park, which facilities have various amenities (hereinafter the “Park”); and

WHEREAS, the City is desirous of holding a Halloween event on October 28, 2023, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

WHEREAS, the City is desirous of creating a beer garden, along with food and coffee sales as part of this event.

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

1. The City does hereby grant access to the Malone Park pavilion as depicted on the attached map, Exhibit A, to the Vendor on October 28, 2023 to provide pizza and related food sales between Noon and 3:00 p.m. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the Park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate Permits required by the City of New Berlin, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 28, 2023, between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor may engage in restocking or cleanup activities outside of these hours. However, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

4. Responsibilities of Vendor:

- a. The Vendor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Vendors agree to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
- c. Vendor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status, gender or any other prohibited basis of discrimination.

- d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
- f. Vendor agrees, at its own expense, to keep the Park and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the City Department of Public Works.
- g. No equipment being provided by the City shall be removed or replaced without the written consent of the City, and any such use will be at the expense of the Vendor.
- h. Vendor agrees that they will obtain all necessary Licenses or Permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.

5. The parties shall mutually perform an inspection of the Park both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Park meets the requirements as set forth in this Agreement. Vendor agrees to return the Park to the City following the conclusion of the event in the condition that existed prior to the commencement of the event, reasonable wear and tear excepted.

6. Vendor agrees to indemnify and hold harmless the City as and against any and all claims, demands, actions, causes of action, or fees, including actual attorney fees, arising from the activities of the Vendor, their agents, subcontractors or assigns, in conducting food and beverage services, as well as the performance of the terms of this Agreement. This indemnification shall include the acts or omissions of any contractors or subcontractors that they may engage for the performance of the event.

7. Vendor agrees that this Agreement is exclusive to them and to the extent they wish to engage other entities to assist with the performance of the event, such entities must be approved by the Common Council or their designee, and such subcontractors must agree to the same indemnity and insurance requirements as required of the Vendor.

8. Vendor acknowledges that they are ultimately responsible for the acts or omissions of any subcontractors with which they may engage.

9. The parties agree to mutually perform advertising for the event.

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11. Vendor acknowledges that they are not permitted to bring in additional lighting or music (whether live or recorded) without the express written permission of the City. Vendor may bring and set up a point-of-sale station and credit card station at their expense.

12. City agrees to maintain the bathrooms in the Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily.

13. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of _____ (\$_____.00) Dollars, not less than ten (10) days following the completion of the event.

14. Vendor shall provide security during the event and will ensure that the terms of this Agreement, as well as all other applicable City Rules and City Ordinances are followed. Any criminal activity shall be reported immediately to the New Berlin Police Department.

15. Vendor agrees to maintain evidence of comprehensive, general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall list the City as an Additional Insured on a primary and non-contributory basis.

16. In the event Vendor fails to abide by the terms of this Agreement, or in the event the events create a public nuisance, the use may be terminated.

17. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

18. Each party acknowledges that the person signing the Agreement has been duly authorized by the governing body of each entity.

19. 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.

20. To the extent that any portion of the Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that the balance of the Agreement shall remain in full force and effect.

CITY :
City of New Berlin

VENDOR:
FLOUR GIRL & FLAME LLC

By: _____
David Ament, Mayor

By: _____

By: _____

EXHIBIT A

MAP OF PARK



DATE: October 6, 2023

TO: Rubina R. Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the October 10, 2023 Common Council Mtg

Fourth of July Commission

Christine Hintze
13905 W Forrest Knoll Ct.
New Berlin, WI 53151
262-993-4647
christine.hintze26@gmail.com
(New Appointment)

Expiration Date

8/1/2026

For Office Purposes Only						
TT	Eml	Web	Provov	Ltr	Ethcs	HB

City of New Berlin
Garbage/Recycling Fund
Revenues, Expenditures & Changes in Fund Balance

	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Projected	2024 Projected
Revenues	1,744,440.00	1,748,832.00	1,757,100.00	1,766,028.00	1,770,504.00	1,775,160.00	1,779,000.00	1,782,000.00
Disposal	1,483,457.91	1,510,786.20	1,552,417.72	1,589,174.26	1,367,656.35	1,884,204.00	-	-
Disposal - estimated	-	-	-	-	-	-	1,947,166.00	2,019,564.00
Disposal Total	1,483,457.91	1,510,786.20	1,552,417.72	1,589,174.26	1,367,656.35	1,884,204.00	1,947,166.00	2,019,564.00
City Admin Charge	12,725.00	12,725.00	12,725.00	19,725.00	144,725.00	144,725.00	144,725.00	144,725.00
Waste Disposal	-	-	-	-	7,980.81	4,581.15	8,500.00	8,500.00
Printing/Advertising	-	-	-	-	1,845.00	-	-	-
Postage	-	-	-	-	-	-	-	-
Total Expenses	1,496,182.91	1,523,511.20	1,565,142.72	1,608,899.26	1,522,207.16	2,033,510.15	2,100,391.00	2,172,789.00
Net Income	248,257.09	225,320.80	191,957.28	157,128.74	248,296.84	(258,350.15)	(321,391.00)	(390,789.00)
Beginning Fund Balance	389,941.70	638,198.79	863,519.59	1,055,476.87	1,212,605.61	1,460,902.45	863,519.59	1,055,476.87
Ending Fund Balance	<u>\$ 638,198.79</u>	<u>\$ 863,519.59</u>	<u>\$ 1,055,476.87</u>	<u>\$ 1,212,605.61</u>	<u>\$ 1,460,902.45</u>	<u>\$ 1,202,552.30</u>	<u>\$ 542,128.59</u>	<u>\$ 664,687.87</u>

Current annual fee is \$144. To breakeven in 2024 fee would have to be raised \$31.50 to \$175.50

City of New Berlin
Garbage/Recycling Cost Analysis

	Count	Current Rates	New Rates	Annual Cost			
				Current	New	\$ Change	% Change
Trash	12,344	5.3	5.51	785,078.40	816,185.28	31,106.88	3.96%
Recycling Collection	12,344	3.73	3.88	552,517.44	574,736.64	22,219.20	4.02%
Municipal Bulk	12,344	0.99	1.03	146,646.72	152,571.84	5,925.12	4.04%
Landfill Charges	10,352	44.72	45.99	462,923.55	476,070.08	13,146.53	2.84%
				-	-	-	
Total Cost				1,947,166.11	2,019,563.84	72,397.73	3.72%

Disposal/ton								2022	2023	
	2014/2015	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	LANDFILL	
August		863.24	937.36	944.91	888.67	906.12	922.63	896.64	962.27	871.36
September		886.26	914.03	886.73	822.20	891.33	946.69	912.07	970.96	677.48
October		847.67	815.75	818.82	857.55	909.70	894.78		867.37	778.83
November		818.23	900.10	867.86	916.34	816.82	817.49		930.50	791.14
December		868.49	765.49	738.32	735.98	857.50	935.83		823.08	910.11
January		741.46	824.73	794.16	751.43	783.63	821.37		757.27	947.81
February		709.04	653.49	606.13	680.33	632.65	711.83		682.79	
March	54.62	795.12	698.58	682.53	698.21	791.62	625.43		823.15	
April	865.08	764.18	739.47	703.92	831.53	883.99	633.38		785.43	
May	919.15	887.54	860.40	923.14	832.29	981.72	730.70		887.18	
June	917.10	978.06	927.86	919.20	905.20	975.99	898.57		979.08	
July	923.97	853.70	875.12	928.00	1,017.55	960.33	700.70		882.52	
		10,012.99	9,912.38	9,813.72	9,937.28	10,391.40	9,639.40		10,351.60	



P.O. BOX 329
WHITEWATER, WI 53190
262-473-4700 • Fax: 262-473-6775
www.johnsdisposal.com
email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

August 28, 2023

The City of New Berlin
Maya Schneider – Executive Assistant, Mayor's Office
3805 S. Casper Drive
New Berlin, WI 53151

Re: 2024 Rates

Dear Maya & City Council,

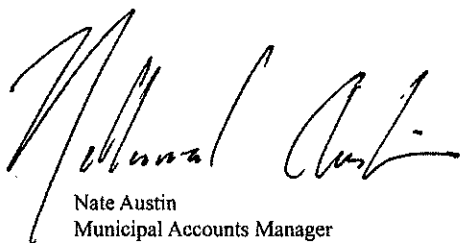
Collection in the City has continued in 2024 with very few issues to report. Residents have taken full advantage of the bulk items collection program with over 850 tons of large items collected in 2022!

Rates for 2024 are outlined in the table below:

SERVICE	2023	2024	\$ INCREASE	% INCREASE
GARBAGE	\$5.30	\$5.51	\$0.21	
RECYCLING	\$3.73	\$3.88	\$0.15	
BULK	\$0.99	\$1.03	\$0.04	
TOTAL	\$10.02	\$10.42	\$0.40	4.0%
UP-THE-DRIVE	\$20.75	\$21.58	\$0.83	4.0%
LANDFILL (W/FEE)	\$44.72	\$45.99		
STATE TIP FEE	\$13.00	\$13.00	\$1.27	4.0%
LANDFILL (LESS FEE)	\$31.72	\$32.99		

Please do not hesitate to contact me directly at 262-473-4700 ext. 224 if you have any questions or would like to schedule a meeting.

Sincerely,



Nate Austin
Municipal Accounts Manager

PRINTED ON RECYCLED PAPER

Residential • Commercial • Industrial • Recycling • Refuse Disposal

CITY of NEW BERLIN
FOURTH of JULY
2024 Proposed Budget

			2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 DEPARTMENT Proposed
REVENUES								
21120000	41000	Grants - Federal	3,045	-	-	-		
21120000	48040	Donations/sponsorship	44,325	76,575	50,000	84,475	90,554	65,000
21120000	48071	Booth/Vendor Fees	31,211	29,625	30,000	18,475	10,516	10,000
21120000	48072	Charities	-	-	-	-	22,876	22,000
21120000	48070	Carnival Proceeds	11,541	8,280	8,000	75	17,353	8,000
21120000	48000	Parking	3,252	3,500	3,000	-	7,390	4,000
21120000	48000	Family Games Sponsorship	-	571	-	-	2,000	-
21120000	48000	Events	-	779	700	-	752	1,500
		Tourism Grant	-	-	-	-	2,500	2,500
21120000	49051	Transfer from City	25,000	20,000	20,000	20,000	20,000	15,000
		Total Revenues	118,374	139,330	111,700	123,025	173,941	128,000
EXPENDITURES								
21120000	52011	Parade	13,292	13,575	10,000	8,525	9,675	13,000
21120000	52030	Entertainment	24,100	32,803	40,000	50,425	51,403	40,000
		Drone Shows						30,000
21120000	52035	Fireworks	16,000	30,000	30,000	35,000	35,000	40,000
15990000	50020	Salary	16,343	11,360	10,140	5,017	10,140	10,140
15990000	51020	FICA	1,177	926	776	384	776	776
21120000	54060	Advertising	1,218	2,969	500		568	500
21120000	53010	Electricity/Water	638	1,443	1,000		-	1,000
21120000	53030	Waste Disposal	9,380	9,380	12,000	10,020	10,020	12,000
21120000	53040	Telephone/Cell Phone	544	543	600	226	317	600
21120000	54270	Dues/Memberships	80	100	80		80	100
15990000	52030	Tent Rental	14,994	17,621	20,500	5,190	20,780	20,500
21120000	54120	Office Supplies	109	-	-	433	433	1,000
21120000		Events	-	1,300	1,600	425	1,350	3,000
21120000		Trivia Contest	-	-	-	-	350	-
21120000		City overtime charge - 4th day	-	-	20,000	-	12,227	-
21120000	54110	Supplies	7,484	7,568	6,000	4,610	8,789	6,000
		Total Expenditures	105,358	129,589	153,196	120,255	161,908	178,616
		Net Change in Fund Balance	13,016	9,741	(41,496)		12,033	(50,616)
		Fund Balance - Beginning	123,281	136,297	146,038		146,038	158,071
		Fund Balance - Ending	\$ 136,297	\$ 146,038	\$ 104,542		\$ 158,071	\$ 107,455

* City Budget

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

BUILDING MAINTENANCE FUND			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
22200000	40150	Room Tax (43.75%)	117,054	117,054	117,053	26,295	117,053	117,053
22200000	48040	Donation	-	-	-	1,000	1,000	-
Total Revenues			<u>117,054</u>	<u>117,054</u>	<u>117,053</u>	<u>27,295</u>	<u>118,053</u>	<u>117,053</u>
EXPENDITURES								
22200000	61510	City hall remodeling	-	-	-	-	-	-
22200000	54030	R&M Equipment	<u>48,075</u>	<u>30,041</u>	<u>-</u>	<u>6,638</u>	<u>35,000</u>	<u>30,000</u>
Total Expenditures			<u>48,075</u>	<u>30,041</u>	<u>-</u>	<u>6,638</u>	<u>35,000</u>	<u>30,000</u>
Revenues over (under) Expenditures			68,979	87,013	117,053	20,657	83,053	87,053
Net Change in Fund Balance			68,979	87,013	117,053	20,657	83,053	87,053
Fund Balance - Beginning			<u>435,837</u>	<u>504,816</u>			<u>591,829</u>	<u>674,882</u>
Fund Balance - Ending			<u>\$ 504,816</u>	<u>\$ 591,829</u>			<u>\$ 674,882</u>	<u>\$ 761,935</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

TOURISM COMMISSION FUND			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
22210000	40150	Room Tax	78,626	138,817	120,000	7,533	120,000	120,000
22210000	41010	Grants - State	-	24,825	-	-	-	-
		Total Revenues	<u>78,626</u>	<u>163,642</u>	<u>120,000</u>	<u>7,533</u>	<u>120,000</u>	<u>120,000</u>
EXPENDITURES								
22210000	50020	Salary	19,833	17,814	22,214	-	6,606	13,228
22210000	51020	Benefits	1,699	1,345	1,699	-	955	1,700
22210000	54060	Marketing/Events	-		22,000	600	22,000	51,572
22210000	54110	Supplies	218	1,384		68	120	5,000
22210000		Grant Expense		22,531	-	-	-	-
22210000	54300	Conference/seminar/training	-	-	3,000	1,625	3,000	5,000
22210000	54390	Special Projects	-	2,435	28,000	-	28,000	35,000
22210000	54520	Internet Expense	266	-	8,500	120	8,500	8,500
		Total Expenditures	<u>22,016</u>	<u>45,509</u>	<u>85,413</u>	<u>2,413</u>	<u>69,181</u>	<u>120,000</u>
		Net Change in Fund Balance	56,610	118,133	34,587	5,120	50,819	-
		Fund Balance - Beginning	(10,221)	46,389			164,522	215,341
		Fund Balance - Ending	<u>\$ 46,389</u>	<u>\$ 164,522</u>			<u>\$ 215,341</u>	<u>\$ 215,341</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

RECREATION CENTER		ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES							
21151000	48040	16,709	6,500	-	-	-	-
21151000	48041	86,500	10,000	5,000	1,200	16,200	15,000
	Total Revenues	<u>103,209</u>	<u>16,500</u>	<u>5,000</u>	<u>1,200</u>	<u>16,200</u>	<u>15,000</u>
EXPENDITURES							
21151000	55080	-	16,985	20,000	-	1,000	1,000
21151000	59010	-	34,991	-	-	-	70,000
	Total Expenditures	<u>-</u>	<u>51,976</u>	<u>20,000</u>	<u>-</u>	<u>1,000</u>	<u>71,000</u>
	Net Change in Fund Balance	103,209	(35,476)	(15,000)	1,200	15,200	(56,000)
	Fund Balance - Beginning	-	103,209			67,733	82,933
	Fund Balance - Ending	<u>\$ 103,209</u>	<u>\$ 67,733</u>			<u>\$ 82,933</u>	<u>\$ 26,933</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

PARK & OPEN SPACE			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
21110000	43400	Sale of Land	647,155	-	-	-	-	-
21110000	45020	Subdivider's Fees	8,225	1,938		21,313	25,000	15,000
21110000	47000	Interest Income	1,781	13,663	8,000	26,667	53,334	50,000
Total Revenues			<u>657,161</u>	<u>15,601</u>	<u>8,000</u>	<u>47,980</u>	<u>78,334</u>	<u>65,000</u>
EXPENDITURES								
21110000	59070	Park Improvement	-	-	-	-	-	-
21110000	61123	Park Land	18,638	-	-	-	-	-
Total Expenditures			<u>18,638</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenues over (under) Expenditures			638,523	15,601	8,000	47,980	78,334	65,000
Net Change in Fund Balance			638,523	15,601	8,000	47,980	78,334	65,000
Fund Balance - Beginning			612,562	1,251,085			1,266,686	1,345,020
Fund Balance - Ending			<u>\$ 1,251,085</u>	<u>\$ 1,266,686</u>			<u>\$ 1,345,020</u>	<u>\$ 1,410,020</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

IMPACT FEES			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
22186500	45040	Library	5,698	2,772	1,800	1,386	2,500	2,000
22186500	47000	Library - Interest Income	109	147	70	103	205	200
22186900	45040	Parks	5,254	2,556	1,700	1,278	2,200	2,000
22186900	47000	Parks - Interest	114	504	220	1,001	2,000	1,800
22187000	45040	Fire Dept	9,822	7,763	7,500	1,566	3,100	3,000
22187000	47000	Fire Dept - Interest	121	239	90	301	600	600
Total Revenues			21,118	13,981	11,380	5,635	10,605	9,600
OTHER FINANCING SOURCES (USES)								
22186900	61716	Park land	(716)	-	-	-	-	-
22186500	57030	Transfer to Debt Service Fund	(25,000)	(10,000)	-	-	-	-
22187000	57030	Transfer to Debt Service Fund	(30,000)	(10,000)	(10,000)	-	(10,000)	-
Total Other Financing Sources (Uses)			(55,716)	(20,000)	(10,000)	-	(10,000)	-
Net Change in Fund Balance			(34,598)	(6,019)	1,380	5,635	605	9,600
Fund Balance - Beginning			106,137	71,539			65,520	66,125
Fund Balance - Ending			\$ 71,539	\$ 65,520			\$ 66,125	\$ 75,725

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

TAX INCREMENT DISTRICT #3, 4 & 5			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
20350000	40120	Tax Increment	373,259	534,958	565,000	574,585	689,121	724,415
20350000	47000	Administration Fee	15,500	4,844	-	-	-	-
20350000	47000	Interest Income	2,402	4,863	500	-	-	-
Total Revenues			<u>391,161</u>	<u>544,665</u>	<u>565,500</u>	<u>574,585</u>	<u>689,121</u>	<u>724,415</u>
EXPENDITURES								
20350000	52030	Contracted Services	936	8,100			-	-
20350000	52010	Professional Fee	300	16,800	1,450	450	450	450
20350000	59040	Watermain-TIF district		972,813	-	-	-	-
20350000	59040	Road-TIF district	<u>679,984</u>	<u>405,482</u>	<u>400,000</u>	<u>36,618</u>	<u>8,500,000</u>	-
Total Expenditures			<u>681,220</u>	<u>1,403,195</u>	<u>401,450</u>	<u>37,068</u>	<u>8,500,450</u>	<u>450</u>
Revenues over (under) Expenditures			(290,059)	(858,530)	164,050	537,517	(7,811,329)	723,965
OTHER FINANCING SOURCES (USES)								
20350000	49505	Bond Proceeds		421,525	410,000	-	9,232,203	-
20350000	60000	Bond Issue Costs		(6,804)	(10,000)	-	(201,837)	-
20350000	57030	Transfer to Debt Service Fund	(90,263)	(248,528)	(273,683)	-	(273,683)	(743,579)
20350000	57040	Transfer to General Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Financing Sources (Uses)			<u>(90,263)</u>	<u>166,193</u>	<u>126,317</u>	<u>-</u>	<u>8,756,683</u>	<u>(743,579)</u>
Net Change in Fund Balance			(380,322)	(692,337)	290,367	537,517	945,354	(19,614)
Fund Balance - Beginning			<u>534,285</u>	<u>153,963</u>			<u>(538,374)</u>	<u>406,980</u>
Fund Balance - Ending			<u>\$ 153,963</u>	<u>\$ (538,374)</u>			<u>\$ 406,980</u>	<u>\$ 387,366</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

LANDSCAPE FUND		ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES							
26420000	48040						
	Donation/Fee	-	66,000	-	7,200	7,200	-
	Total Revenues	-	66,000	-	7,200	7,200	-
EXPENDITURES							
26420000	59020						
	Land Improvements	9,581	42,401	12,000	4,757	25,000	40,000
	Total Other Financing Sources (Uses)	9,581	42,401	12,000	4,757	25,000	40,000
	Net Change in Fund Balance	(9,581)	23,599	(12,000)	2,443	(17,800)	(40,000)
	Fund Balance - Beginning	489,424	479,843			503,442	485,642
	Fund Balance - Ending	<u>\$ 479,843</u>	<u>\$ 503,442</u>			<u>\$ 485,642</u>	<u>\$ 445,642</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

NB CENTRE CEMETERY FUND		ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES							
22186700	48040						
	Donation/Fee	7,113	-	-	-	-	-
	Total Revenues	7,113	-	-	-	-	-
EXPENDITURES							
22186700	53020						
	Water/sewer	45	90	50	23	50	60
	Total Other Financing Sources (Uses)	45	90	50	23	50	60
	Net Change in Fund Balance	7,068	(90)	(50)	(23)	(50)	(60)
	Fund Balance - Beginning	-	7,068			6,978	6,928
	Fund Balance - Ending	<u>\$ 7,068</u>	<u>\$ 6,978</u>			<u>\$ 6,928</u>	<u>\$ 6,868</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

SEWER RCA		ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed	
REVENUES								
26310000	47000	Interest Income	5,299	19,798	12,000	38,313	75,000	76,000
		Total Revenues	5,299	19,798	12,000	38,313	75,000	76,000
OTHER FINANCING SOURCES (USES)								
26310000	57060	Transfer to Sewer Utility	-	-	-	-	-	-
		Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balance		5,299	19,798	12,000	38,313	75,000	76,000	
Fund Balance - Beginning		1,807,455	1,812,754			1,832,552	1,907,552	
Fund Balance - Ending		\$ 1,812,754	\$ 1,832,552			\$ 1,907,552	\$ 1,983,552	

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

GOLF COURSE			ACTUAL	ACTUAL	2023	6 MOS.	ESTIMATED	2024
			2021	2022	BUDGET	2023	TOTAL 2023	Proposed
		REVENUES						
21100000	48030	Golf Course Revenue	267,899	323,696	275,000	162,830	240,000	240,000
21100000	47000	Interest Income	797	3,318	1,200	6,858	12,000	12,000
		Total Revenues	268,696	327,014	276,200	169,688	252,000	252,000
		EXPENDITURES						
21100000	53020	Water/Sewer/Stormwater	1,032	1,032	1,100	258	1,032	1,094
		Total Expenditures	1,032	1,032	1,100	258	1,032	1,094
		Revenues over Expenditures	267,664	325,982	275,100	169,430	250,968	250,906
		OTHER FINANCING SOURCES (USES)						
21100000	57030	Transfer to Debt Service Fund	(106,322)	(100,828)	(101,500)	-	(101,500)	(97,000)
21100000	57040	Transfer to General Fund	(135,000)	(135,000)	(135,000)	-	(135,000)	(135,000)
		Total Other Financing Sources (Uses)	(241,322)	(235,828)	(236,500)	-	(236,500)	(232,000)
		Net Change in Fund Balance	26,342	90,154	38,600	169,430	14,468	18,906
		Fund Balance - Beginning	193,967	220,309			310,463	324,931
		Fund Balance - Ending	<u>\$ 220,309</u>	<u>\$ 310,463</u>			<u>\$ 324,931</u>	<u>\$ 343,837</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

GARBAGE/RECYCLING FUND			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
26300000	48050	Garbage Fee	1,770,504	1,775,160	1,775,000	1,778,376	1,778,500	1,780,000
		Total Revenues	1,770,504	1,775,160	1,775,000	1,778,376	1,778,500	1,780,000
EXPENDITURES								
26300000	52100	City administrative fee	144,725	144,725	144,725	-	144,725	144,725
26300000	54060	Printing/Advertising	1,845	-	-		-	
26300000	53030	Waste Disposal	7,981	4,581	10,000	3,304	10,000	10,000
26300000	52030	Garbage Contract	1,367,656	1,884,204	1,920,000	798,708	1,961,710	1,962,000
		Total Expenditures	1,522,207	2,033,510	2,074,725	802,012	2,116,435	2,116,725
		Net Change in Fund Balance	248,297	(258,350)	(299,725)	976,364	(337,935)	(336,725)
		Fund Balance - Beginning	1,212,606	1,460,903			1,202,553	864,618
		Fund Balance - Ending	<u>\$ 1,460,903</u>	<u>\$ 1,202,553</u>			<u>\$ 864,618</u>	<u>\$ 527,893</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

FOURTH of JULY			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
21120000	41000	Grant - Federal	3,045	-	-	-	-	
21120000	48000	Misc General Revenue	3,252	1,530	3,200	-	-	
21120000	48040	Donations/Fees	44,325	94,055	45,000	89,375	86,575	
21120000	48070	Carnival Proceeds	11,541	8,280	8,000	11,350	11,350	
21120000	48072	Charities	-	-	-	-	16,500	
21120000	48071	Booth/Vendor Fee	31,211	18,625	29,000	19,675	19,725	-
Total Revenues			<u>93,374</u>	<u>122,490</u>	<u>85,200</u>	<u>120,400</u>	<u>134,150</u>	<u>-</u>
EXPENDITURES								
21120000	52011	Parade	13,292	13,575	14,500	8,525	8,775	
21120000	52030	Entertainment	24,100	51,565	33,500	40,450	51,857	
21120000	52035	Fireworks	16,000	30,000	25,000	35,000	35,000	
21120000	53010	Electricity	637	1,443	360	-	180	
21120000	53030	Waste Disposal	9,380	9,380	9,500	10,020	10,020	
21120000	53040	Telephone/Cell Phone	544	543	700	226	600	
21120000	54060	Printing/Advertising	1,158	1,103	750	-	88	
21120000	52030	Tent Rental	14,994	5,140	-	-	11,696	
21120000	54110	Supplies	174	-	865	628	700	
21120000	54270	Membership Dues	80	-	80	-	80	
Total Expenditures			<u>80,359</u>	<u>112,749</u>	<u>85,255</u>	<u>94,849</u>	<u>118,996</u>	<u>-</u>
Net Change in Fund Balance			13,015	9,741	(55)	25,551	15,154	-
Fund Balance - Beginning			<u>123,281</u>	<u>136,296</u>			<u>146,037</u>	<u>161,191</u>
Fund Balance - Ending			<u>\$ 136,296</u>	<u>\$ 146,037</u>			<u>\$ 161,191</u>	<u>\$ 161,191</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

CONCESSION STAND			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
21130000	48020	Concession Revenue	14,534	15,511	10,500	9,754	15,000	14,000
		Total Revenues	14,534	15,511	10,500	9,754	15,000	14,000
EXPENDITURES								
21130000	50020	Salary - Attendants	2,714	3,752	2,500	1,761	4,000	4,000
21130000	51020	FICA	208	287	191	135	306	306
21130000	54130	Other Supplies/expense	8,979	10,245	6,000	7,832	10,800	10,800
21130000	59020	Malone Park Improvements	915	-	-	-	-	-
		Total Expenditures	12,816	14,284	8,691	9,728	15,106	15,106
Net Change in Fund Balance			1,718	1,227	1,809	26	(106)	(1,106)
Fund Balance - Beginning			14,869	16,587			17,814	17,708
Fund Balance - Ending			<u>\$ 16,587</u>	<u>\$ 17,814</u>			<u>\$ 17,708</u>	<u>\$ 16,602</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

PARKS			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
21150000	48040	Recreation Reserve-Donations/Sponsors	2,074	2,057	5,000	19	100	5,000
21140000	48040	Park Reserve - Donations	1,625	9,183	1,000	5,815	8,000	6,000
Total Revenues			3,699	11,240	6,000	5,834	8,100	11,000
EXPENDITURES								
21150000	55080	Recreation Reserve-Donations/Sponsors	3,905	4,535	5,000	-	100	5,000
21140000	59070	Park Reserve	1,749	10,913	1,000	3,393	8,000	6,000
Total Expenditures			5,654	15,448	6,000	3,393	8,100	11,000
Net Change in Fund Balance			(1,955)	(4,208)	-	2,441	-	-
Fund Balance - Beginning			31,082	29,127			24,919	24,919
Fund Balance - Ending			\$ 29,127	\$ 24,919			\$ 24,919	\$ 24,919

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

				ACTUAL	ACTUAL	2023	6 MOS.	ESTIMATED	2024
POLICE				2021	2022	BUDGET	2023	TOTAL	Proposed
								2023	
REVENUES									
23230000	48040	20	Citizens Academy			-			
23230000	48040	21	Crime Prevention - Donations	53,260	18,218	30,000	1,952	2,000	15,000
23230000	48040	22	Police Dog Donation	-	32,745	4,000	4,126	4,500	2,000
23230000	48040	23,28	Equipment - Donations	-	5,260	11,000	2,200	3,000	3,000
23230000	48040	24,27	Police Department - Donations			-	651	700	700
23230000	41010	26	Grants - State	10,240	9,760	10,000	350	10,000	10,000
23240000	44270		Locally Seized Funds	121,094	8,199	2,000	8,446	9,000	8,000
23250000	44270		Federally Seized Funds - Intergov't	25,009	40,971	20,000	25,068	30,000	20,000
23250000	47000		Federally Seized Funds - Interest	124	509	300	1,259	2,500	2,000
Total Revenues				<u>209,727</u>	<u>115,662</u>	<u>77,300</u>	<u>44,052</u>	<u>61,700</u>	<u>60,700</u>
EXPENDITURES									
23230000	54110	21	Crime Prevention - Supplies	27,308	21,411	30,000	15,842	17,700	15,000
23230000	54110	22	Police Dog Donation		24,840	-	17,559	18,226	2,000
23230000	54110	23,28	Equipment - Supplies		508	2,000	403	1,000	1,000
23230000	54110	24,27	Police Department - Supplies		132	1,000		-	-
23230000	54330	26	Police Grant-Training	10,428	4,018	10,250	4,766	10,000	10,000
23230000	59010	22	Equipment - K-9	8,676	14,000	-		-	-
23230000	59010	23	Equipment - Police Department Equipment		29,923	6,000	-	-	-
23240000	54110		Locally Seized Funds	73,087	43,584	2,000	7,922	9,000	9,000
23250000	59010		Equipment	48,710	2,564	20,000	526	10,000	10,000
23250000	54110		Federally Seized Funds -	8,862	9,943	2,000	6,246	7,000	7,000
Total Expenditures				<u>177,071</u>	<u>150,923</u>	<u>73,250</u>	<u>53,264</u>	<u>72,926</u>	<u>54,000</u>
Net Change in Fund Balance				32,656	(35,261)	4,050	(9,212)	(11,226)	6,700
Fund Balance - Beginning				180,071	212,727			177,466	166,240
Fund Balance - Ending				<u>\$ 212,727</u>	<u>\$ 177,466</u>			<u>\$ 166,240</u>	<u>\$ 172,940</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

			ACTUAL	ACTUAL	2023	6 MOS.	ESTIMATED	
FIRE			2021	2022	BUDGET	2023	TOTAL	2024
							2023	Proposed
REVENUES								
24260000	41010	State EMS Fund-Grant	7,359	28,727	7,500	12,195	12,195	7,500
24270000	48040	Equipment donations	32,009	12,358	5,000	725	1,000	1,000
24280000	48040	Misc/Candy Hunt	9,755	9,770	10,000	6,005	6,610	6,000
Total Revenues			<u>49,123</u>	<u>50,855</u>	<u>22,500</u>	<u>18,925</u>	<u>19,805</u>	<u>14,500</u>
EXPENDITURES								
24260000	54300	State EMS Fund-Training	2,066		-	-		
24260000	54330	Training Expense		12,195	-	1,127	10,000	7,500
24270000	59010	Equipment donations	3,725	8,669	5,000	8,117	11,000	1,000
26290000	54040	Training tower	2,469	-	2,000	1,433	2,000	1,000
24280000	54110	Misc/Candy Hunt	6,972	10,411	7,000	1,809	5,000	6,000
Total Expenditures			<u>15,232</u>	<u>31,275</u>	<u>14,000</u>	<u>12,486</u>	<u>28,000</u>	<u>15,500</u>
Net Change in Fund Balance			33,891	19,580	8,500	6,439	(8,195)	(1,000)
Fund Balance - Beginning			<u>12,798</u>	<u>46,689</u>			<u>66,269</u>	<u>58,074</u>
Fund Balance - Ending			<u>\$ 46,689</u>	<u>\$ 66,269</u>			<u>\$ 58,074</u>	<u>\$ 57,074</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

MAYOR			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
		REVENUES						
25360000	48000	Logo Shop sales	-	-	-	-	-	-
25360000	48040	Donations	-	-	1,000	-	-	-
		Total Revenues	-	-	1,000	-	-	-
		EXPENDITURES						
25360000	48040	Donations	-	-	1,000	-	-	-
25360000	54110	Supplies	-	-	-	-	-	-
		Total Expenditures	-	-	1,000	-	-	-
		Net Change in Fund Balance	-	-	-	-	-	-
		Fund Balance - Beginning	2,239	2,239			2,239	2,239
		Fund Balance - Ending	<u>\$ 2,239</u>	<u>\$ 2,239</u>			<u>\$ 2,239</u>	<u>\$ 2,239</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

TECHNOLOGY FEE FUND			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
22190000	44350	Technology fees	10,476	10,770	9,000	8,731	10,500	10,000
		Total Revenues	10,476	10,770	9,000	8,731	10,500	10,000
EXPENDITURES								
22190000	54030	Maintenance Contract	-	400	1,111	-	-	
22190000	59010	Equipment	8,152	32,528	5,000	18,322	20,000	10,000
		Total Expenditures	8,152	32,928	6,111	18,322	20,000	10,000
Net Change in Fund Balance			2,324	(22,158)	2,889	(9,591)	(9,500)	-
Fund Balance - Beginning			63,452	65,776			43,618	34,118
Fund Balance - Ending			<u>\$ 65,776</u>	<u>\$ 43,618</u>			<u>\$ 34,118</u>	<u>\$ 34,118</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

LIBRARY			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES								
22810000	48040	Donations	12,629	25,154	5,000	1,690	500	500
22810000	48040	FOL Donations - FOL	16,818	14,358	12,000	12,088	12,500	12,500
22810000	41020	Grants-local	-	-	-	600	600	-
Total Revenues			<u>29,447</u>	<u>39,512</u>	<u>17,000</u>	<u>14,378</u>	<u>13,600</u>	<u>13,000</u>
EXPENDITURES								
22810000	54110	Supplies	79		100	-	100	
22810000	54110	FOL Supplies	-		4,000	-	2,000	2,000
22810000	54230	Books/Pamphlets	-		-	-		
22810000	54230	FOL Books/Pamphlets - FOL	274		-	-		
22810000	55090	Programs - Juvenile	-	58	-	-		
22810000	55090	FOL Programs - Juvenile - FOL	10,940	1,303	1,500	-	1,500	1,000
22810000	55095	FOL Programs - Young - FOL			-	1,712	2,000	2,000
22810000	55100	Programs - Adult	9,511	12,481	8,000	-	5,000	5,000
22810000	55100	FOL Programs - Adult - FOL	4,551	-	3,000	-	3,000	3,000
22810000	59010	FOL Equipment - FOL	1,304	-	-	-	-	-
Total Expenditures			<u>26,659</u>	<u>13,842</u>	<u>16,600</u>	<u>1,712</u>	<u>13,600</u>	<u>13,000</u>
Net Change in Fund Balance			2,788	25,670	400	12,666	-	-
Fund Balance - Beginning			<u>35,507</u>	<u>38,295</u>			<u>63,965</u>	<u>63,965</u>
Fund Balance - Ending			<u>\$ 38,295</u>	<u>\$ 63,965</u>			<u>\$ 63,965</u>	<u>\$ 63,965</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

GRANT FUND		ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
REVENUES							
56340000 41000	Grant	57,603		3,000	9,033	159,000	5,000
56340000 41020	Grants-Local	-	-	-	-	-	-
56340000 48040	Donations	-	-	-	-	-	-
	Total Revenues	<u>57,603</u>	<u>-</u>	<u>3,000</u>	<u>9,033</u>	<u>159,000</u>	<u>5,000</u>
EXPENDITURES							
56340000 52050	Grant Projects	57,793		-	107,134	159,000	5,000
56340000 54110	Supplies	-	-	3,000	-		
56340000 59010	Equipment	-	-	-	-	-	-
	Total Expenditures	<u>57,793</u>	<u>-</u>	<u>3,000</u>	<u>107,134</u>	<u>159,000</u>	<u>5,000</u>
	Net Change in Fund Balance	(190)	-	-	(98,101)	-	-
	Fund Balance - Beginning	1,296	1,106			1,106	1,106
	Fund Balance - Ending	<u>\$ 1,106</u>	<u>\$ 1,106</u>			<u>\$ 1,106</u>	<u>\$ 1,106</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

		ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
Capital Projects - Equipment Fund							
REVENUES							
04010100	41010 CMISC Grant		107,900		-	-	-
04010600	47000 CMISC Interest Income	2,653	8,504	4,000	18,620	24,000	10,000
	Total Revenues	<u>2,653</u>	<u>116,404</u>	<u>4,000</u>	<u>18,620</u>	<u>24,000</u>	<u>10,000</u>
EXPENDITURES							
04251300	61450 CMISC Capital Expense	111,136	-	-	-	-	-
04050500	60001 CMISC Arbitrage Expense	3,800	4,800	-	-	-	-
	Total Expenditures	<u>114,936</u>	<u>4,800</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance		(112,283)	111,604	4,000	18,620	24,000	10,000
Fund Balance - Beginning		891,294	779,011			890,615	914,615
Fund Balance - Ending		<u>\$ 779,011</u>	<u>\$ 890,615</u>			<u>\$ 914,615</u>	<u>\$ 924,615</u>

CITY of NEW BERLIN
2024 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

			ACTUAL 2021	ACTUAL 2022	2023 BUDGET	6 MOS. 2023	ESTIMATED TOTAL 2023	2024 Proposed
EQUIPMENT REPLACEMENT FUND								
REVENUES								
21160000	44333	Sale of Equipment	6,500	39,000	-	-	-	-
		Total Revenues	6,500	39,000	-	-	-	-
EXPENDITURES								
21160000	54030	Maintenance Contract	28,507	13,493	-	11,966	20,000	55,000
21160000	54120	Office Supplies	1,175	7,680	-	-	-	-
21160000	54521	Software/Technology	-	77,142	-	-	-	-
21160000	59010	Equipment	84,371	60,923	300,000	36,673	245,000	245,000
21160000	61107	Tennis Courts	11,326		-	-	-	-
21160000	61119	Basketball Court	-		-	-	-	-
21160000	59070	Park Improvement	15,332	46,886	-	-	-	-
21160000	61221	Mower		27,429	-	-	-	-
21160000	61108	Dump Truck	18,391		-	-	-	-
21160000	61400	EM Warning siren cabinets		20,200	-	-	-	-
21160000	61712	GPR Cemetery	9,000	7,910	-	30	-	-
		Total Expenditures	168,102	261,663	300,000	48,669	265,000	300,000
OTHER FINANCING SOURCES (USES)								
21160000	49066	Transfer from General Fund	175,000	341,414	300,000	265,000	265,000	300,000
		Total Other Financing Sources (Uses)	175,000	341,414	300,000	265,000	265,000	300,000
Net Change in Fund Balance			13,398	118,751	-	216,331	-	-
Fund Balance - Beginning			219,530	232,928			351,679	351,679
Fund Balance - Ending			<u>\$ 232,928</u>	<u>\$ 351,679</u>			<u>\$ 351,679</u>	<u>\$ 351,679</u>

Committee of the Whole

MEETING MINUTES



September 26, 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 6:00PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

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

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. August 29, 2023 Committee of the Whole Meeting

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 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

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 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

MOTION: Motion to Approve

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

5. MISCELLANEOUS

- A. Information Technology Department Update by Director Alan Skornia
Director Skornia provided an update. No Motion.
- 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
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0
- C. Discussion and recommendation to the Common Council approval of the City of New Berlin Cemetery Rules and Regulations
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Hopkins
Motion Passed 7-0
- D. Discussion and recommendation to the Common Council approval of New Berlin Centre Cemetery Plat, Section "D"
MOTION: Motion to Approve

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

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

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson Kroupa
Motion Passed 7-0
- 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
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Hopkins
Motion Passed 7-0
- H. Discussion and recommendation to the Common Council approval of the creation of the Deputy Fire Chief position effective immediately
MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins

Second by: Alderperson Maxey
Motion Passed 7-0

6. ADJOURN

MOTION: Motion to Adjourn at 6:14 PM.

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



Committee of the Whole Budget Workshop MEETING MINUTES

October 4, 2023 - 3:00 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

The Committee of the Whole Budget Workshop was called to Order by Mayor Ament at 3:00PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Clerk took the roll call as follows:

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

Staff Present: Finance Director Ralph Chipman, Deputy Director Amy Miller and City Deputy Clerk Sherri Hanson

3. 2024 BUDGET

A. Review, discussion and possible action on the proposed 2024 department operating budgets

Presentation by Finance Director Ralph Chipman

Mayor Ament read the narrative to his executive budget.

B. Possible action to forward the 2024 operating budget to the Common Council

MOTION: Motion to Forward the 2024 Operating Budget to the Common Council

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

C. Review, discussion and possible action on the proposed 2024 CIP budget

Mayor Ament informed the Alderpersons that the 2024 CIP Budget is not complete at this time. No action was taken.

D. Possible action to forward the 2024 CIP budget to the Common Council

No Action

4. ADJOURN

MOTION: Motion to Adjourn at 4:20PM

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

Human Resource Department

Common Council Update
Tuesday, October 10, 2023



The Team



- Eric Berg
 - Human Resource Assistant
 - Main focus: Hiring and onboarding

- Rebecca Freisleben
 - Benefit & Leave Specialist
 - Main focus: benefit administration and leave processing

- Melissa Beck
 - Human Resource Director
 - Main focus: Overall HR strategy to improve employee performance, employee engagement and employee retention

Department Vision



- Improve employee engagement through effective communication and education for all employees.
- Cultivate trust and respect to maintain positive interactions with employees.
- Fulfill statutory duties and maintain the highest standards of ethics and integrity.
- Position the Human Resource Department a Center of Excellence with a focus on initiatives to improve performance, growth and employee satisfaction.

HR Initiatives



- Moved all employees and retirees to a new health plan with an HRA
 - Continual education and support
- Rolled out a Performance Review Process
 - First annual review for all staff will be June 2024
- Created a compensation structure
- Updated multiple policies and the Employee Handbook
- Streamlined the Onboarding and New Hire Orientation process
 - Employees are set to go on day 1

HR Initiatives



- Led the implementation of Employee Self Service site
 - This eliminated the need to print paycheck stubs
- Rolled out required training for leadership with CVMIC
 - These were group trainings for just the City
 - It allowed us as a team to be in the same room and learn how to be better at what we do
- Improved recruitment tools
 - Ensure we find all sites that we can post on
 - Created job flyers
- Rolled out new Work Com p reporting process
 - Created WC kits
 - Simplified the process and made it a uniform procedure

Upcoming Items



- Hiring
 - We currently have 7 FT openings and 4 new positions to fill
- Leading the implementation of a new time and attendance system
 - Streamlines our internal processes
 - Allows HR and Finance to manage time off more efficiently and accurately
- Implementing position control in our Munis system
 - Gives us more tools to manage staffing and the staffing budget
- Creating an Interview guide for hiring managers

Upcoming Items



- Benefits Open Enrollment
 - Evaluating the options for employee benefits for 2024
 - Currently in the first phase of planning
 - Meetings should be the last week of October with open enrollment starting 11/6
- Employee trainings
 - HR is looking to implement a training schedule through Neogov that focuses on general HR issues vs just the job specific trainings
- Implementing position control in our Munis system
 - Gives us more tools to manage staffing and the staffing budget
- Creating an Interview guide for hiring managers

Thank you for all that you do!

QUESTIONS?