

Common Council MEETING AGENDA



June 11, 2024 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers
3805 S. Casper Drive

Published: 6/7/24

AGENDA

1. PRIVILEGE OF THE FLOOR

Each speaker is limited to 3 minutes. The session will conclude at 6:30 pm

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. May 14, 2024 Common Council Meeting Minutes

B. May 21, 2024 Special Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

A. Discussion and possible action to recommend to Common Council approval of (1) KH CP-2400415 Yonatan Zvi - 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and adoption of Resolution 2024-10 and Ordinance 2694 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10). (Public Hearing 5/6/2024)

B. Discussion and possible action to recommend to Common Council approval of (1) KH RZ-2400416 Yonatan Zvi - 15201 W. Greenfield Avenue (Tax Key #: 1158.998) & 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) and adoption of Ordinance 2695 that approves the rezoning. (Public Hearing 5/6/2024)

C. Discussion and possible action to recommend to Common Council approval of (1) KH LD-2400417 Yonatan Zvi - 15201 W. Greenfield Avenue (Tax Key #: 1158.998) & 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) - 2-lot Certified Survey Map.

D. Discussion and possible action to recommend to Common Council approval of (5) NJ RZ-2202317 Austin Workman with Workman Enterprises LLC - 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) and adoption of Ordinance 2692 that approves the rezoning from C-1 and C-2 to M-1. (Public Hearing 5/6/2024)

8. BOARD OF PUBLIC WORKS

A. ITEM 09-24 Discussion and possible action to recommend to Common Council approval of the Development Agreement for the property located at 5715 S. Sunny Slope Road (Tax Key NBC 1289.994.002) as Theofila Estates Subdivision.

9. FOURTH OF JULY COMMISSION

A. Recommend to the Common Council approval of a contract with BCI Entertainment LLC in the amount of \$20,000 for 4th of July Festival Drone show on July 5th 2024

10. PARKS, BUILDINGS & GROUNDS COMMISSION

- A. Recommend to Common Council to award the New Berlin Hills Clubhouse Building Envelope Project to the most responsive and responsible bidder, The Gardner Company, Inc. in the amount of \$108,369.00, and to reject the non-conforming bid from Roberts Restoration, Inc. and all Alternate bids.

11. MAYORAL APPOINTMENTS

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

12. DEFERRED, REFERRED & TABLED ITEMS

- A. Discussion and possible action to recommend to Common Council approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, Licenses and Permits (*Deferred by Council on 5/14/24*)

13. ITEMS REMOVED FROM CONSENT AGENDA, if any

14. CONSENT AGENDA-----

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.

15. MINUTES

- A. Discussion and recommendation to Common Council approval of May 14, 2024, Committee of the Whole Meeting Minutes

16. UTILITY & FINANCE

- A. Discussion and recommendation to Common Council approval of the May 29th, 2024, Water Utility claims in the amount of \$138,348.64, Sewer Utility claims in the amount of \$11,888.61 and General City claims in the amount of \$377,153.29
- B. Discussion and recommendation to Common Council approval of the June 12th, 2024, Water Utility claims in the amount of \$11,689.59, Sewer Utility claims in the amount of \$70.55, and General City claims in the amount of \$364,993.56. US Bank VISA EFT of \$39,884.19 and WE Energies EFT of \$66,720.01

17. LICENSES & PERMITS

- A. Discussion and recommendation to Common Council approval of the renewal alcohol license applications for the licensing year of July 1st, 2024, to June 30, 2025, per the applications on file and subject to meeting all requirements
- B. Discussion and possible action to recommend to Common Council approval of a Producer Full-Service Retail Sales Application to Kowalske Brewing, dba Component Brewing for the Father's Day Open House event to be held at the New Berlin Historical Society on June 16, 2024
- C. Discussion and possible action to recommend to Common Council approval of a Producer Full-Service Retail Sales Application to Kowalske Brewing, dba Component Brewing for the Ice Cream Social event to be held at the New Berlin Historical Society on July 14, 2024

18. MISCELLANEOUS

- A. Finance Department Update
- B. Set goals and directives for the 2025 budget, including tax levy target
- C. Discussion and possible action to recommend to Common Council approval of an RAS for the renewal of a lease agreement with Brueggemann Farms to farm 20 acres of city-

owned land for the 2024 and 2025 growing seasons for the property located approximately at 5851 S. Sunny Slope Road (Tax Key #: 1289.997.001).

- D. Discussion and possible action to recommend to Common Council approval of an Requested Action Statement for the approval of a Land Rental Agreement between the City of New Berlin and the University of Wisconsin-Madison for installation of a weather station.
- E. Discussion and possible recommendation to Common Council approval of the agreement between the City of New Berlin and the Professional Firefighters of Wisconsin Charitable Foundation, Inc. (PFFWCF) to utilize the area adjacent to Fire Station No. 1 and the Streets building parking lot for the 2024 Ride to Burn Camp, to be held on August 13, 2024, from 5 pm to 5:45 pm. This approval is contingent upon PFFWCF providing the City with an approved Certificate of Insurance and Liability Policy Endorsement document, both of which must be approved by the City Attorney
- F. Discussion and possible recommendation to Common Council approval of the "Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin" as submitted by the City of Milwaukee and contingent on the Chief of Police executing/submitting the Agreement to the City of Milwaukee
- G. Discussion and recommendation to Common Council approval of Mathew Newman as the New Berlin School District representative on the Safety Commission

19. END CONSENT AGENDA-----

20. CLOSED SESSION

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

- A. Waukesha County Claim

21. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Waukesha County Claim

22. ADJOURN

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlinWI.gov
- The minutes are published online and are approved at the next regularly scheduled meeting.
- Action may be taken on any of the agenda items, and the agenda may be discussed in any order.
- You may email comments to the City Clerk at CitizenComments@NewBerlinWI.gov. The comments will be forwarded to the mayor and Common Council members. The emailed comments are not read during the meeting.
- The City of New Berlin is committed to hosting inclusive, accessible meetings. We strive to enable all individuals to engage and participate fully regardless of their abilities. If you have a qualifying disability under the Americans with Disabilities Act that requires the meeting to be accessible, please get in touch with the Office of the City Clerk at (262) 786-8610 or via email at ClerksOffice@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. We will make every effort to accommodate your needs through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other municipal governmental bodies may attend the above-stated meeting to gather information; any governmental body will take no action at the above-stated meeting other than the governmental body specifically referred to in the above meeting notice.



Common Council MEETING MINUTES

May 14, 2024 - 6:05 PM
City Hall
Council Chambers

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

MINUTES

1. PRIVILEGE OF THE FLOOR

No one participated in the Privilege of the Floor

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:12 pm 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 Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Kroupa, Alderperson Horbinski, Alderperson La Fever

Excused: None

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

4. APPROVAL OF MINUTES

A. April 23, 2024 Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk

No report.

B. Mayor

- The New Berlin Chamber of Commerce held its Annual Business of the Year Luncheon for 2024 on April 24th. The **2024 Small Business Award** was presented to **Fire House Subs**, and the **2024 Large Business Award** was presented to **Milwaukee Valve**. The New Berlin Chamber of Commerce also awarded the **John Ziino Civic Award** to **Theresa Sebestyen**. Congratulations to all the award recipients.
- Congratulations to **Stone + Sage**, located at 3830 S. Moorland Road, for being named our **May Business of the Month**. They are a family owned and operated business that carries a wide variety of products such as taro and oracle decks, santo + sage, candles and incense and so much more. In addition, they have healing appointments that consist of red light therapy and healing infrared sauna blankets. For more information please visit www.stoneandsagewi.com

- **May 12, 2024 through May 18, 2024** is recognized as **Police Week**. Furthermore, **May 15, 2024** is **Peace Officer's Memorial Day** in honor of all the dedicated officers who were lost to us in the line of duty and in recognition of their loved ones left behind. On behalf of the entire Common Council, I would like to thank each of our City of New Berlin Police Officers, and all Police Officers for the continuous work they do in keeping our community safe. Law enforcement is a noble and courageous vocation to which our gratitude is due.
- **May 18th** New Berlin will be hosting it's annual "**Safety Saturday**" from **9 a.m. until 1:00 p.m.** at the Children's Hospital of Wisconsin Parking Lot, 4855 S. Moreland Road. This event will have attractions for the entire family along with education regarding various aspects of safety and wellness.
- **May 19th through May 25th, 2024** is recognized as **National Public Works Week**. On behalf of the entire Common Council, I would like to extend appreciation to our City of New Berlin public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.
- **May 19th through May 25th, 2024** is also recognized as **National EMS Week**. On behalf of the entire Common Council, I would like to extend appreciation to our City of New Berlin emergency medical service employees for being the faces of help and hope where an emergency begins.
- Just a reminder that **City Hall will be Closed** for the following dates: Monday May 27th in observance of Memorial Day and Tuesday, June 4th from 11:30 AM - 1:30 PM for an all staff meeting
- **Monday May 27th at 11:00 a.m.**, all are welcome to attend the **Memorial Day Event at Highland Memorial Park** located at 14875 W Greenfield Avenue. The VFW Post #5716 will perform their Memorial Ritual Service including a rifle salute, flags will be distributed, dignitaries will address the crowd, a Toast to the Flag shall be performed, music will be provided by the New Berlin Community Band and much more. This event will also have a flyover of WWII planes, weather permitting. Seating will not be provided so lawn chairs are recommended – a shuttle will be available in the Cemetery for those needing assistance to and from their vehicles.
- A reminder that our **Tuesday May 28th Council meeting has been cancelled**. Our next regularly scheduled COW/Council meeting will be June 11th.
- Lastly, as a reminder, the third installment of Real Estate Taxes is due **May 31st**. Please note that reminders are NOT sent out for this 3rd installment due date.

6. COMMUNICATION

7. MAYORAL APPOINTMENTS

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

MOTION: Motion to approve

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

8. DEFERRED, REFERRED & TABLED ITEMS

9. ITEMS REMOVED FROM CONSENT AGENDA, if any

MOTION: Motion to defer ordinance 2689

VOTE: Motion by: Stribl
Second by: Harenda
Motion 7-0

10. 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: Stribl
Second by: La Fever
Motion 7-0

11. MINUTES

A. Discussion and recommendation to Common Council approval of April 23, 2024, Committee of the Whole Meeting Minutes

12. UTILITY & FINANCE

A. Discussion and recommendation to Common Council approval of the May 15th, 2024, Water Utility claims in the amount of \$160,942.79, Sewer Utility claims in the amount of \$14,490.99, and General City claims in the amount of \$1,781,072.45. Tax overpayment checks totaling \$4,123.52 were also generated. US Bank EFT of \$31,728.90 and We Energies EFT of \$71,558.38

13. LICENSES & PERMITS

A. Discussion and recommendation to Common Council approval of a new "Class B" Liquor License to Brunchberry, located at 4900 S. Moorland Road, for the license year ending June 30th, 2024, per the application on file and subject to meeting all requirements

B. Discussion and recommendation to Common Council approval of the renewal alcohol license applications for the licensing year of July 1st, 2024, to June 30, 2025, per the attached list as presented and subject to meeting all requirements

C. Discussion and recommendation to Common Council approval of an Extension of Premise application received from agent Michael Teipner for The Varsity Club for the 20th Anniversary Celebration to be held on May 24th - 26th from 2 pm to 11 pm per the attached application and subject to meeting all requirements

D. Discussion and recommendation to Common Council approval of an Extension of Premise application received from Mary Pakula of Mary's Caddyshack for ShackFest to be held on June 29th from 1 pm to 8:30 pm per the application on file and subject to meeting all requirements

14. MISCELLANEOUS

- A. Election of Council President
- B. Discussion and recommendation to Common Council approval of Justin Schulpus as the Fire Department representative on the Safety Commission
- C. Discussion and possible action to recommend to Common Council approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, Licenses and Permits
- D. Discussion and possible action to recommend to Common Council approval of Ordinance 2693 to amend Chapter 230 of the Municipal Code, Streets and Sidewalks
- E. Discussion and recommendation to Common Council approval of Resolution No. 2024-09, a Resolution transferring funds from contingency to the Human Resources Department Budget to contract a salary study
- F. Discussion and recommendation to Common Council to approve entering into an agreement with GovInvest to conduct a classification and compensation review

15. END CONSENT AGENDA-----

16. CLOSED SESSION

City Clerk Rubina R. Medina read the basis for entering into Closed Session.

MOTION: Motion to approve going into closed session at 6:22 pm

VOTE: Motion by: Harenda
Second by: Kroupa
Motion 7-0

- 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. Eric Kulas Claim

17. RECONVENE TO OPEN SESSION

MOTION: Motion to reconvene to open session at 6:27 pm.

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

- A. Discussion and possible action re: Eric Kulas Claim

MOTION: Motion to approve

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

18. ADJOURN

MOTION: Motion to adjourn at 6:28 pm

VOTE: Motion by: Kroupa
Second by: Hopkins

Motion 7-0

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

Special Common Council MEETING MINUTES



May 21, 2024 - 6:00 PM
City Hall
Council Chambers

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

MINUTES

1. PRIVILEGE OF THE FLOOR

No participants came forward to speak during the privilege of the floor.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:00 pm 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: Hopkins, Maxey, Harenda, Stribl, Horbinski, Mayor Ament

Excused: La Fever, Kroupa

Staff Present: Attorney Schmitzer, City Clerk Rubina R. Medina, Finance Director Ralph Chipman

4. DEFERRED, REFERRED & TABLED ITEMS

- A. Discussion and recommendation to Common Council to approve entering into an agreement with GovInvest to conduct a classification and compensation review (**Tabled on 5/14/24**)

MOTION: Motion to take item from table

VOTE: Motion by: Stribl
Second by: Maxey
Motion Passed: 5-0

MOTION: Motion to approve

VOTE: Motion by: Stribl
Second by: Horbinski
Motion 5-0

Ralph Chipman mentioned that City Attorney Blum had reviewed the contract. Ald. Harenda questioned the necessity of a three-year contract. Ralph Chipman explained that Melissa's intention was to ensure a continuous process that would keep the city up-to-date over the next three years, rather than a one-time effort.

Ald. Stribl noted the rapidly changing market and the recent loss of some highly skilled employees. He suggested that a longer agreement might secure a better rate, highlighting the importance of the study for employee retention.

Ald. Horbinski stressed the responsibility to constituents, emphasizing the need to attract and retain top talent. He pointed out that the community relies on the council to make sound decisions, which requires being competitive and fair.

Ald. Hopkins supported the study, arguing that it was not a waste of money but a necessity. He clarified that completing the study does not mean committing to the highest pay rates but rather ensuring fair and above-

average compensation to retain quality employees. He also noted that they continually talk about having the best employees, but we need to retain those employees.

Ald. Maxey highlighted the city's outstanding employees and the need to operate like the private sector, where such studies are typically conducted by HR departments.

Ald. Horbinski agreed but pointed out that achieving this might require hiring additional HR staff, which could be more costly than hiring consultants.

All the aldermen in attendance agreed on the necessity of the study.

Ralph Chipman concluded by stating that the goal is to complete the study by the end of July, allowing the HR department to analyze it and incorporate it into next year's budget. He mentioned that a kick-off meeting was planned for last Friday, but if approved today, the meeting could be scheduled and the process initiated.

- B.** Discussion and recommendation to Common Council approval of Resolution No. 2024-09, a Resolution transferring funds from contingency to the Human Resources Department Budget to contract a salary study **(Tabled on 5/14/24)**

MOTION: Motion to take the item from the table

VOTE: Motion by: Harenda
Second by: Maxey
Motion 5-0

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Stribl
Motion 5-0

5. ADJOURN

MOTION: Motion to adjourn at 6:20 pm

VOTE: Motion by: Maxey
Second by: Hopkins
Motion 5-0

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

Mayor's Report
6/11/24 CC Meeting

- Congratulations to **Donovan & Jorgenson**, located at 16935 W. Greenfield Avenue, for being named our **June Business of the Month**. Employee owned since 1985, Donovan & Jorgenson, Inc. is a leading Milwaukee metro area HVAC company. They are also well respected in the heating, cooling and air quality industry for their customer service. Check out their website for more information: donovanjorgenson.com
- Burn Permits will now only be sold at the New Berlin Public Library located at 15105 W. Library Lane. The New Berlin Public Library offers extended hours and is open 7 days a week, providing flexibility for purchasing burn permits at your convenience. For more information about the burn permits, please contact the New Berlin Library. The 2024 Burn Permit Fee is \$10.00. Payments can be made by cash or check.
- The **Mayor's Office** is now accepting nominations for the **2024 Citizen of the Year Award** through August 31, 2024. Written nominations of 500 words or less may be submitted by any individual or group. The nominee must be a citizen of the City of New Berlin, and achievements must be recent or on-going. For details on the criteria please visit the City's website or contact Maya in the Mayor's Office.
- All are encouraged to attend the Annual **"Fly the Flag"** Celebration at the New Berlin Veterans Memorial Site located on the corner of Casper & National Avenue. The event will be held on **Friday, June 14th 6:30 pm - 8:00 pm**. The event will include patriotic music, VFW Honor Guard, and First Responders. Complementary Apple Pie and light refreshments will be served. I encourage everyone to "Fly the Flag" at your homes and businesses on June 14th in honor of the Flag that represents the greatest Nation on the face of the earth!
- Lastly, please join the New Berlin Historical Society on Father's Day, Sunday, June 16th from 1:00 to 4:00pm at our Historical Park located at 19765 W. National Avenue. This Father's Day event is free and a great way to celebrate Father's Day with Dad and the entire family. There will be a Beer Garden featuring Component Brewing Company, food, desserts, Live Entertainment featuring Al Hart performing Elvis hits, tours, and more.



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Stribl

FROM: Plan Commission

DATE: June 11, 2024

RE: June 3, 2024, Plan Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval of (1) KH CP-2400415 Yonatan Zvi - 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and adoption of Resolution 2024-10 and Ordinance 2694 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10). (Public Hearing 5/6/2024)
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Council Motion:

	This item was considered at the Plan Commission meeting on June 3, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval adoption of Resolution # 2024-10 that approves the amendments to the 2030 Comprehensive Plan for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial and forward to the Common Council for their review and approval by Ordinance.
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B.	Discussion and possible action to recommend to Common Council approval of (1) KH RZ-2400416 Yonatan Zvi - 15201 W. Greenfield Avenue (Tax Key #: 1158.998) & 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) and adoption of Ordinance 2695 that approves the rezoning. (Public Hearing 5/6/2024)
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Council Motion:

	This item was considered at the Plan Commission meeting on June 3, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to Common Council adoption of Ordinance # 2695 that approves the rezoning of the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.
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C.	Discussion and possible action to recommend to Common Council approval of (1) KH LD-2400417 Yonatan Zvi - 15201 W. Greenfield Avenue (Tax Key #: 1158.998) & 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) - 2-lot Certified Survey Map.
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Council Motion:

This item was considered at the Plan Commission meeting on June 3, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001), subject to the application, plans on file and the conditions per the Staff Report.

D.	Discussion and possible action to recommend to Common Council approval of (5) NJ RZ-2202317 Austin Workman with Workman Enterprises LLC - 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) and adoption of Ordinance 2692 that approves the rezoning from C-1 and C-2 to M-1. (Public Hearing 5/6/2024)
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Council Motion:

This item was considered at the Plan Commission meeting on June 3, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to Common Council adoption of Ordinance # 2692 that approves the rezoning of the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996- 001) from C-1 & C-2 to M-1 (to remove the C-1 Zoning District).

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT / PROJECT: Yonatan Zvi / Future Land Use Map Amendments

LOCATION: 15201 W. Greenfield Avenue (Tax Key #: 1158.998)

CURRENT FUTURE LAND USE: Mixed Use Residential

PROPOSED FUTURE LAND USE: Suburban Commercial

CURRENT ZONING: R-5 (Medium-Density Single-Family Residential District)

REQUEST: Amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use) for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial.

D.R.C. RECOMMENDATION: Recommend to Plan Commission adoption of Resolution # 2024-10 that approves the amendments to the 2030 Comprehensive Plan for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial and forward to the Common Council for their review and approval by Ordinance.

Background:

1. The applicant has simultaneously applied for a Rezoning (see file #: RZ-2400416) and 2-Lot CSM (see file #: LD-2400417). Action for these applications is anticipated at the June 3, 2024 Plan Commission meeting.
 - a. This request is consistent with the proposed rezoning of the property to B-2 (General Retail Sales and Service District).
2. The existing principal use for the proposed Lot 2 (see file #: LD-2400417) is Residential. The home is currently unoccupied. The property owner of Lot 2 intends to develop the site for Commercial Use, with the possibility of a quick service restaurant with a drive-through option.
 - a. The existing water lateral servicing Lot 2 shall be abandoned at Greenfield Ave.
3. The existing principal use for the proposed Lot 1 (see file #: LD-2400417) is Commercial. Walmart occupies the building. Lot 1 will continue as a commercial use.

Rationale:

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

1. **Chapter 11: Neighborhood A: Greenfield Avenue:** Yes, this submittal meets the intent of this Chapter.

Planning Context / Vision / Development Policies

Vision:

- Greenfield Avenue will be a mixed commercial and residential corridor and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.

Development Policies:

- Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.
- Tighten nonconforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out nonconforming commercial uses over time.
- Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.
- Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.
- Encourage land combinations that accommodate future development options.

Land Use:

- Future Land Use Map: Mixed Use Residential

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

Future Land Use Category: Suburban Commercial

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

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

Amending the Plan

- This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year. Suggestions for amendments can be brought forward by City staff, officials, and/or residents, and should be consistent with the overall vision of the Plan. Proposed amendments could originate in any of the following way:
 - Amendments proposed as corrections of clerical or administrative errors, mapping errors, and updated data for text, tables, and maps. Such amendments would be drafted by City staff.
 - Amendments proposed as a result of discussions between officials and citizens.
 - Amendments proposed as a result of recommendations discussed during a City planning process.

- When a change is proposed, it should follow this general procedure:
 - Recommendation by the Plan Commission to conduct a review process for the proposed amendment.
 - Facilitation of public hearings as required by applicable Wisconsin State Statutes and/or ordinances.
 - Recommendation from the Plan Commission to the Common Council.
 - Consideration and decisions by the Common Council.

Plan Element Consistency

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

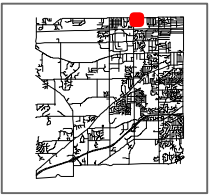
D.R.C. RECOMMENDATION:

Recommend to Plan Commission adoption of Resolution # 2024-10 that approves the amendments to the 2030 Comprehensive Plan for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial and forward to the Common Council for their review and approval by Ordinance.

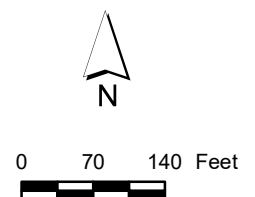
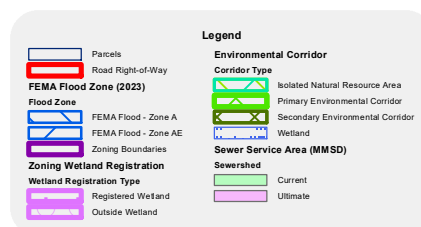
Attachments:

Location Map
 Applicant Letter
 Future Land Use Comparison Map
 Zoning Comparison Map
 CSM
 Concept Plans
 Draft Chapter 10 - Land Use Plan
 Draft Resolution # 2024-10
 Draft Ordinance # 2694

CP-2400415, RZ-2400416 & LD-2400417
15201 Greenfield LLC
(Quick Service Restaurant with Drive Thru Option)
15201 W Greenfeild Ave & 15205 W Greenfield Ave



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



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Logic Design & Architecture, INC.
10400 W. Innovation Drive – Suite 330
Milwaukee, WI 53226
www.LogicDA.com

3/15/2024

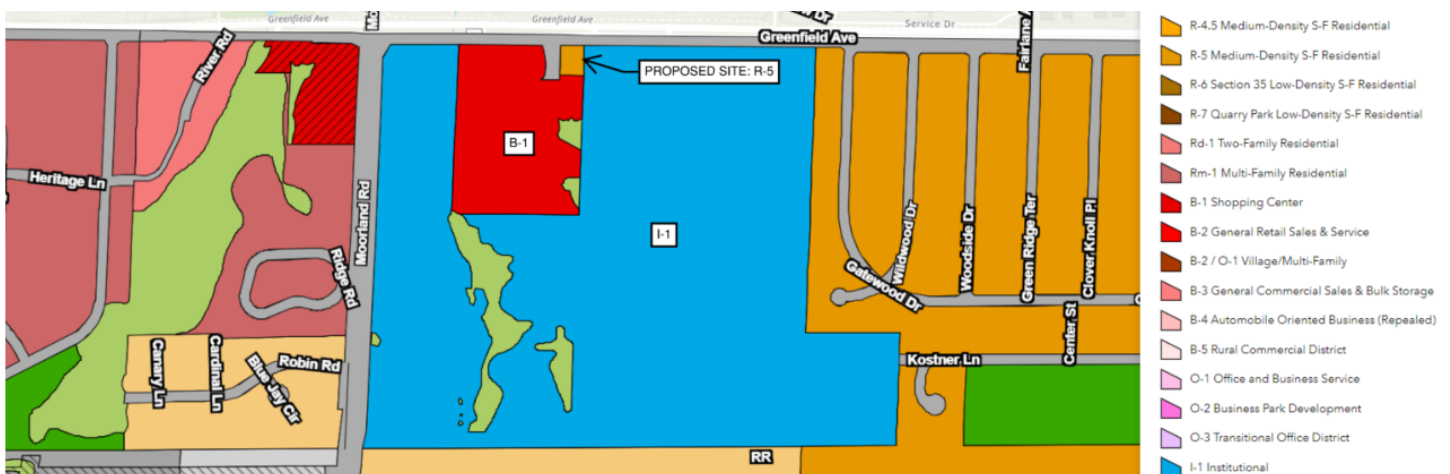
Ms. Kristen Hogan
Principal Planner
City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

RE: Comprehensive Plan Amendment, Rezoning Application, and Land Division

Dear Ms. Hogan,

I am writing on behalf of the Developer for the property located at 15201 W Greenfield Ave New Berlin, Wisconsin. The property is currently zoned R-5 Medium Density S-F Residential. This is a single-family residential lot that is adjacent to I-1 Institutional use and the B-1 Shopping Center zone. Because the lot constitutes a spot zoning condition, we believe that it needs to be changed to the one of the adjacent zones. Our client would like the City of New Berlin, to update the Comprehensive Plan and rezone the property to the B-1 Shopping Center use. Please see the zoning diagram below. Additionally, The CSM included with this submittal shows the proposed division of land between the future development site (Lot 2) and the existing Wal-Mart development (Lot 1). Per the Certified Survey Map, Lot 1 will decrease by 0.45 acres and Lot 2 will increase to the total of 1.00 acre(s). Please see the land division diagram on page 2.

Zoning Diagram

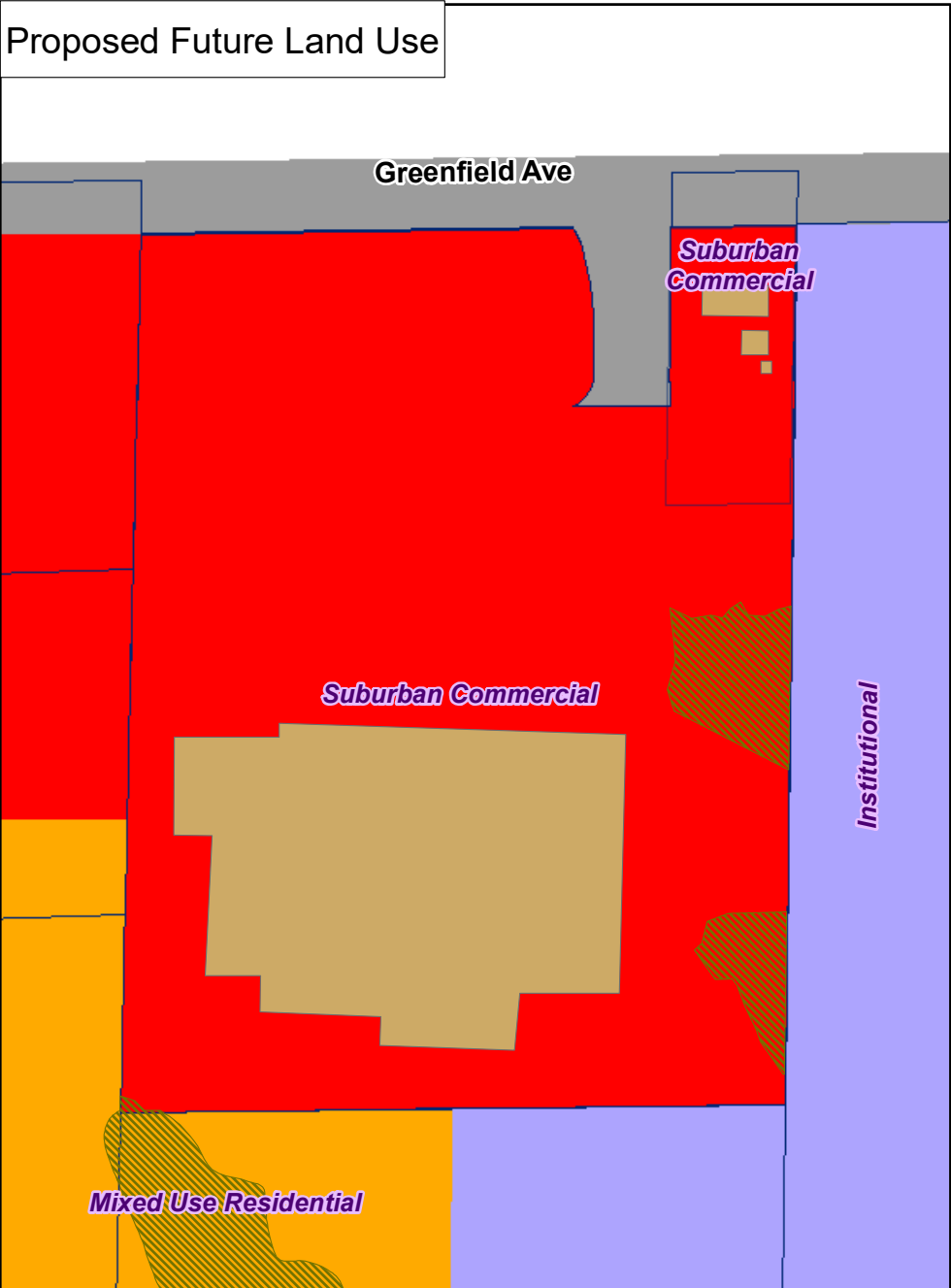
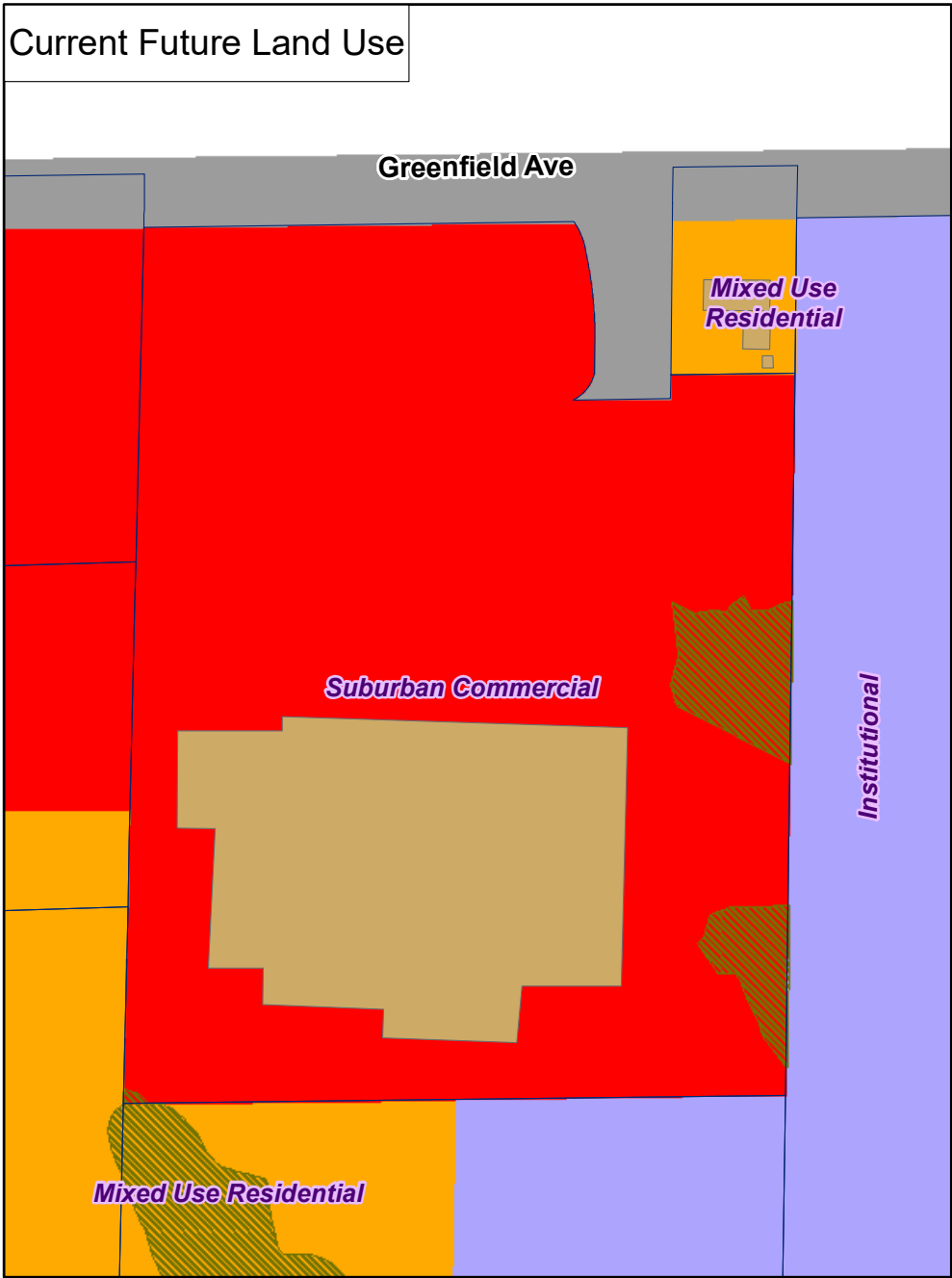


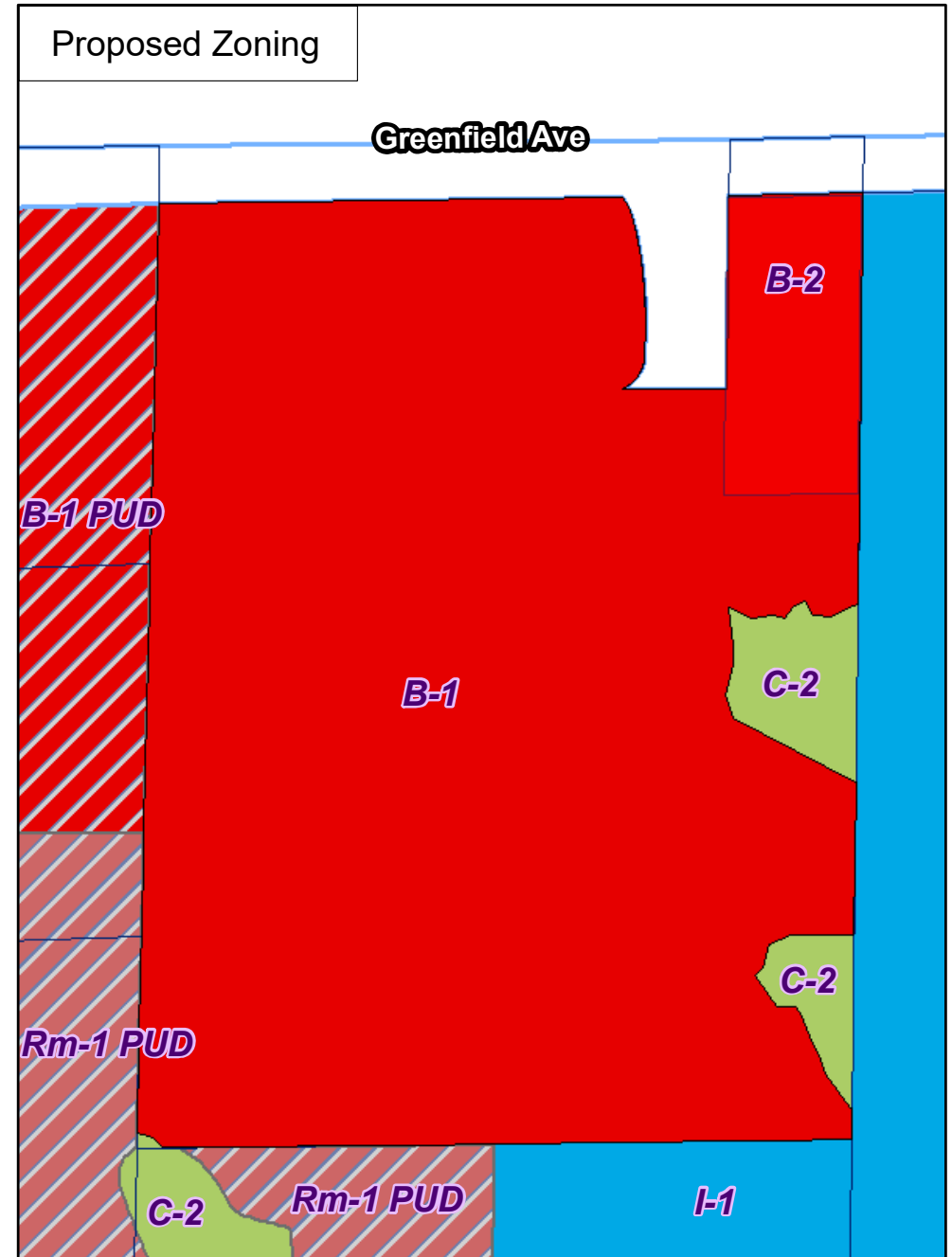
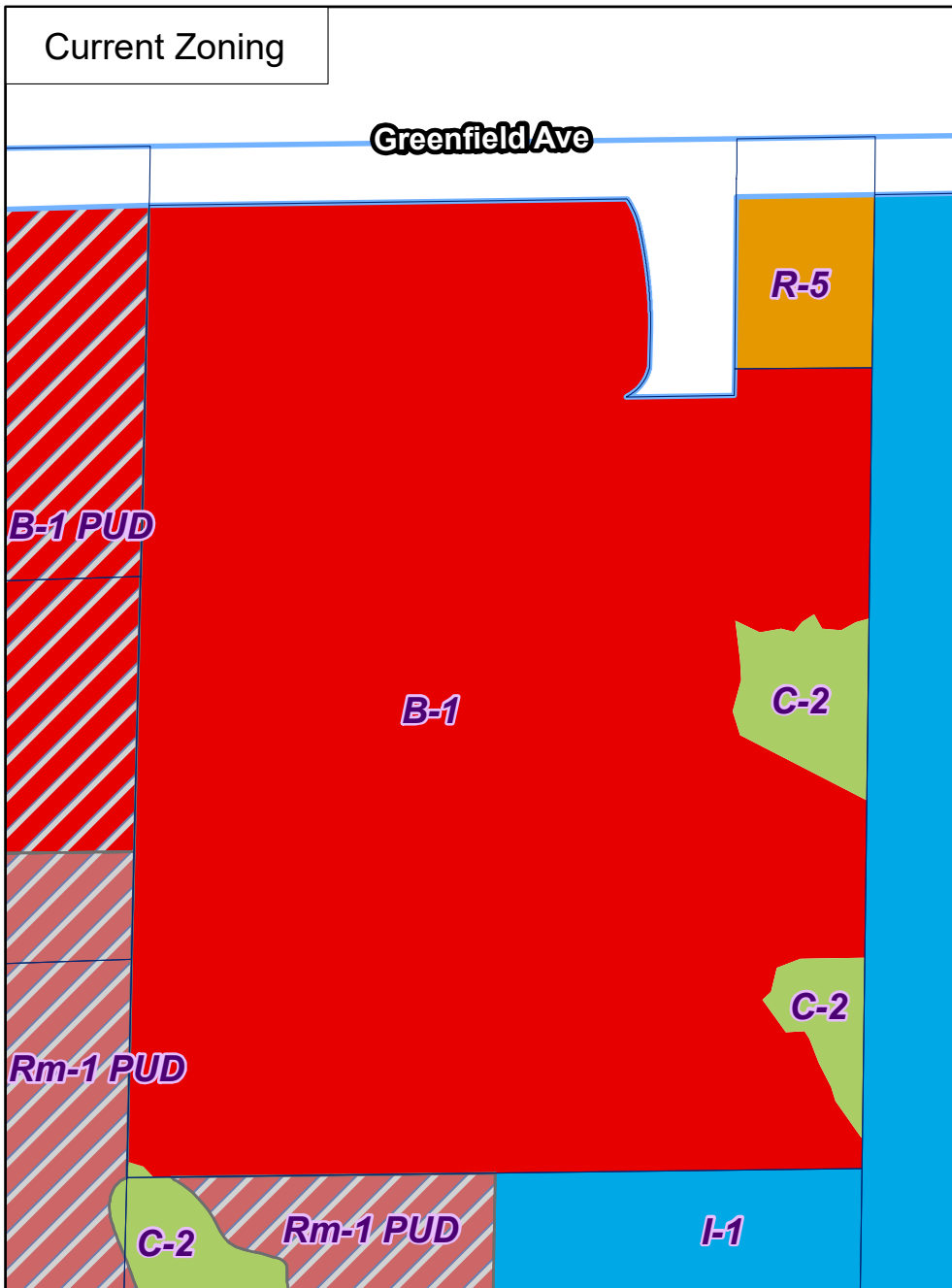


We will work with our client to develop the property following all applicable New Berlin zoning standards, landscaping and parking requirements. Note: Specific tenant(s) have not been chosen yet for this site. We have included a few options for conceptual site planning purposes. Please let us know if any other information is needed for the May 5th Plan Commission Meeting.

Warm regards,

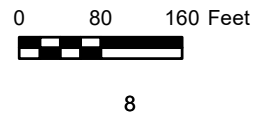
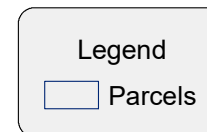
Adam Stein





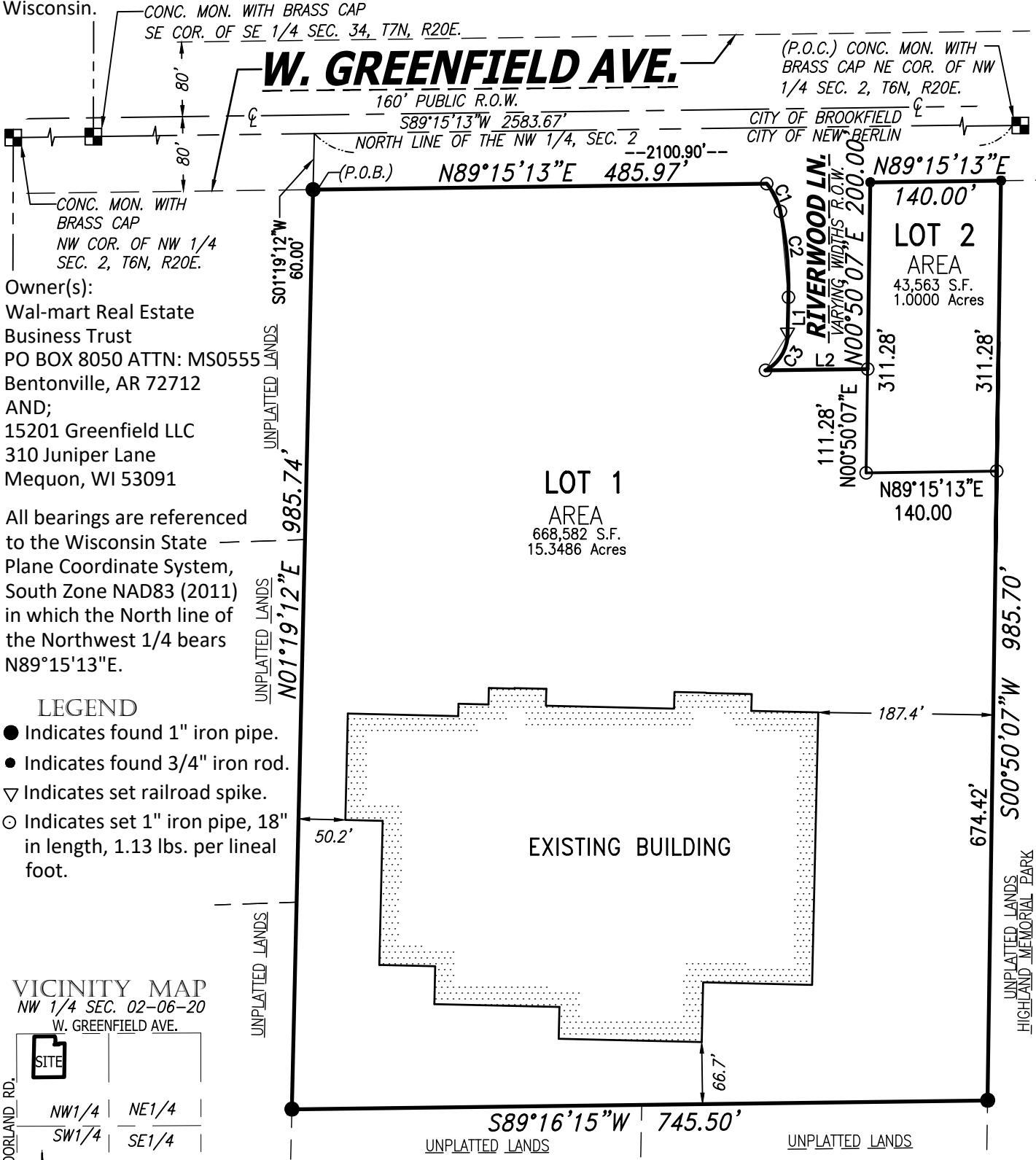
City of New Berlin
 Department of Community Development
 3805 S Casper Dr.
 New Berlin WI 53151
 (262) 797-2445
www.newberlin.org

RZ-2400416
 15201 Greenfield LLC
 15201 W. Greenfield Ave



CERTIFIED SURVEY
MAP NO. _____

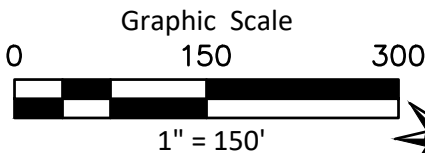
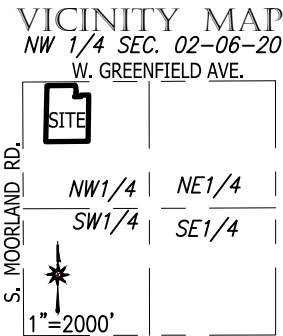
A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.



Owner(s):
Wal-mart Real Estate
Business Trust
PO BOX 8050 ATTN: MS0555
Bentonville, AR 72712
AND;
15201 Greenfield LLC
310 Juniper Lane
Mequon, WI 53091

All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone NAD83 (2011) in which the North line of the Northwest 1/4 bears N89°15'13"E.

- LEGEND
- Indicates found 1" iron pipe.
 - Indicates found 3/4" iron rod.
 - ▽ Indicates set railroad spike.
 - Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.

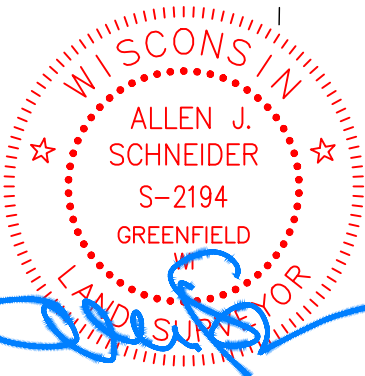


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CURVE DATA					
CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	33.52'	67.50'	S26°21'50"E	33.17'	28°45'17"
C2	92.55'	392.50'	S05°25'52"E	92.34'	13°51'01"
C3	47.46'	44.50'	S31°45'35"W	45.24'	61°10'69"

LINE TABLE		
LINE	BEARING	DIST.
L1	S01°19'19"W	39.85'
L2	N89°15'22"E	109.55'



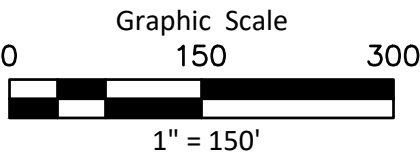
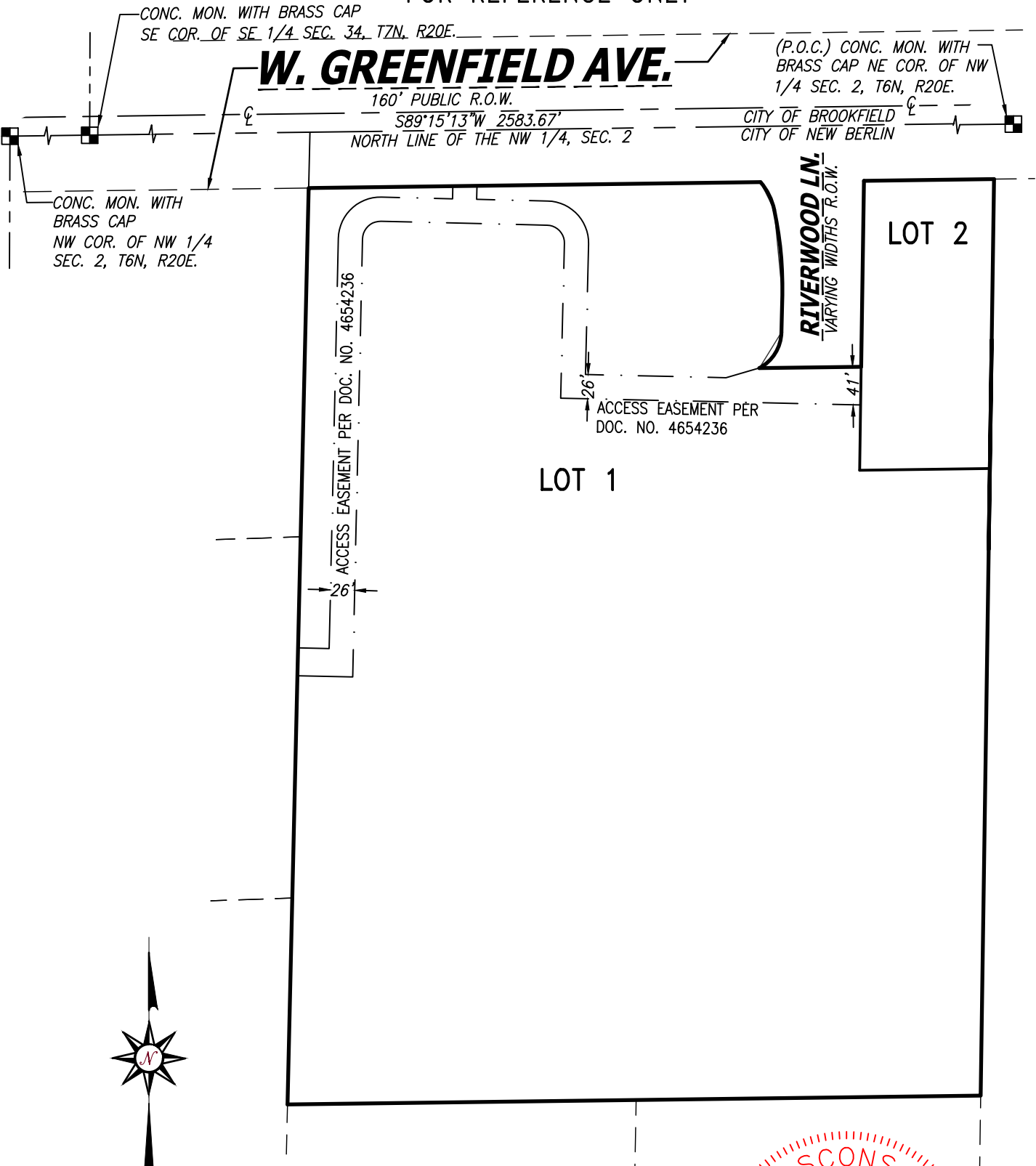
This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 1 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

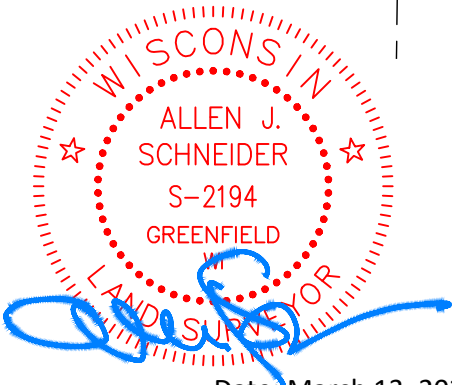
A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

EXISTING EASEMENT DETAILS
FOR REFERENCE ONLY



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Milwaukee, WI 53204
414-224-8068
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 2 of 8 Sheets
10

CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
 :SS
MILWAUKEE COUNTY}

I, ALLEN J. SCHNEIDER, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped that part of a division of Lot 1, Certified Survey Map No. 11117 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast Corner of said Northwest 1/4 of Section 2, Township 6 North, Range 20 East; thence South 89°15'13" West along the North line of said 1/4 Section 2100.90 feet to a point; thence South 01°19'12" West 60.00 feet to the point of beginning of the lands to be hereinafter described:

Thence North 89°15'13" East parallel with the North line of said Section 485.97 feet to a point; thence Southeasterly 33.52 feet along an arc of a curve, whose radius is 67.50 feet, whose center lies to the Southwest, and whose chord bears South 26°21'50" East 33.17 feet to a point; continue Southeasterly 92.55 feet along an arc of a curve, whose radius is 392.50 feet, whose center lies to the Southwest, and whose chord bears South 05°25'52" East 92.34 feet to a point; thence South 01°19'19" West 39.85 feet to a point; thence Southwesterly 47.46 feet along an arc of a curve, whose radius is 44.50 feet, whose center lies to the Northwest, and whose chord bears South 31°45'35" West 45.24 feet to a point; thence North 89°15'22" East 109.55 feet to a point; thence North 00°50'07" East 200.00 feet to a point on the South line of West Greenfield Avenue; thence North 89°15'13" East along said South line 140.00 feet to a point; thence South 00°50'07" West 985.70 feet to a point; thence South 89°16'15" West 745.50 feet to a point; thence North 01°19'12" East 985.74 feet to the point of beginning.

Said lands contain 712,145 Square Feet or 16.3486 Acres.

THAT I have made the survey, land division and map by the direction of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST and 15201 GREENFIELD LLC., owners.

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the Land Division Regulations of the City of New Berlin in surveying, dividing and mapping the same.

March 13, 2024

DATE

WISCONSIN

★

ALLEN J. SCHNEIDER

S-2194

GREENFIELD

WI

★

LAND SURVEYOR



ALLEN J. SCHNEIDER

PROFESSIONAL LAND SURVEYOR S-2194

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

STATE OF _____ }
 :SS
 _____ COUNTY }

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, a trust duly organized and existing under and by virtue of the laws of the State of _____, certifies that said trust caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of New Berlin and Chapter 236 of the Wisconsin Statutes.

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of New Berlin.

IN WITNESS WHEREOF, WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, has caused these present to be signed by the hand of _____, on this _____, day of _____, 2024.

WAL-MART REAL ESTATE BUSINESS TRUST,
A DELAWARE STATUTORY TRUST.

By: _____

Its: _____

STATE OF _____ }
 :SS
 _____ COUNTY }

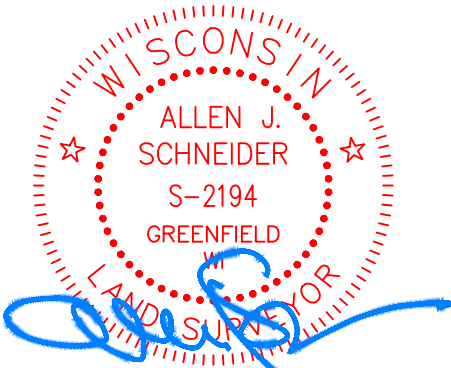
Personally came before me this ____ day of _____, 2024, _____, the _____ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: _____

Notary Name: _____

Notary Public, State of _____. My commission expires: _____

(Notary Seal)



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LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 4 of 8 Sheets
12

CERTIFIED SURVEY MAP NO. _____

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CONSENT OF CORPORATE MORTGAGEE

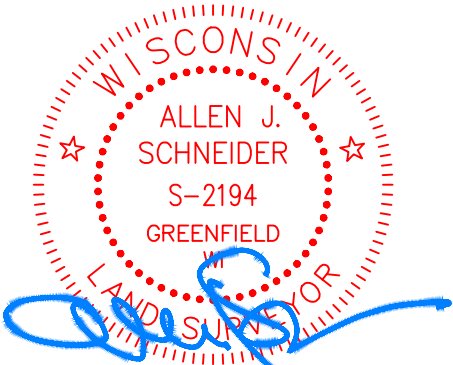
_____, a _____ banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, OWNER.

By _____ Its
Name: _____
Title: _____

STATE OF _____ }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



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Milwaukee, WI 53204
414-224-8068
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 5 of 8 Sheets
13

CERTIFIED SURVEY MAP NO. _____

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CORPORATE OWNER'S CERTIFICATE

STATE OF _____ }
 :SS
 _____ COUNTY }

15201 GREENFIELD LLC., a corporation duly organized and existing under and by virtue of the laws of the State of _____, certifies that said corporation caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of New Berlin and Chapter 236 of the Wisconsin Statutes.

15201 GREENFIELD LLC., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of New Berlin.

IN WITNESS WHEREOF, 15201 GREENFIELD LLC., has caused these present to be signed by the hand of _____, on this _____, day of _____, 2024.

15201 GREENFIELD LLC.
By: _____
Its: _____

STATE OF _____ }
 :SS
 _____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, the _____ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: _____
Notary Name: _____
Notary Public, State of _____. My commission expires: _____
(Notary Seal)



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Milwaukee, WI 53204
414-224-8068
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 6 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

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CONSENT OF CORPORATE MORTGAGEE

_____, a _____ banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of 15201 GREENFIELD LLC., OWNER.

By _____ Its

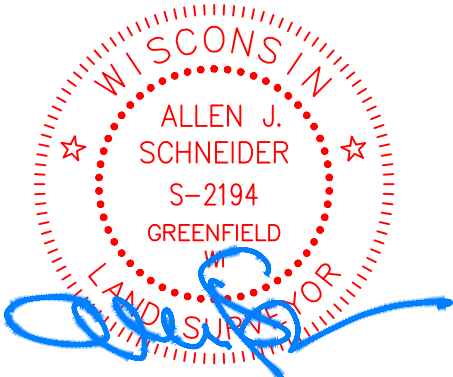
Name: _____

Title: _____

STATE OF _____ }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



CERTIFIED SURVEY MAP NO. _____

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PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of New Berlin on this ____ day of _____, 2024.

DAVID AMENT, CHAIRPERSON, MAYOR

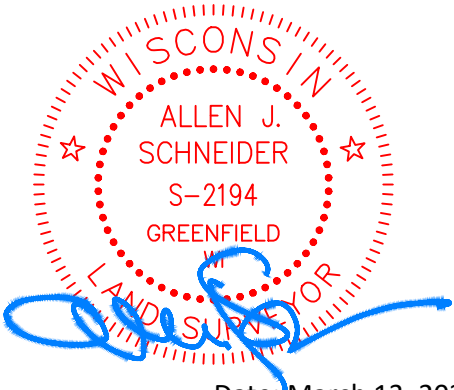
SCOTT SCHULPIUS, MEMBER

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED by the Common Council of the City of New Berlin in accordance with the Resolution adopted on this ____ day of _____, 2024.

DAVID AMENT, COUNCIL PRESIDENT

RUBINA R. MEDINA, CITY CLERK, SECRETARY



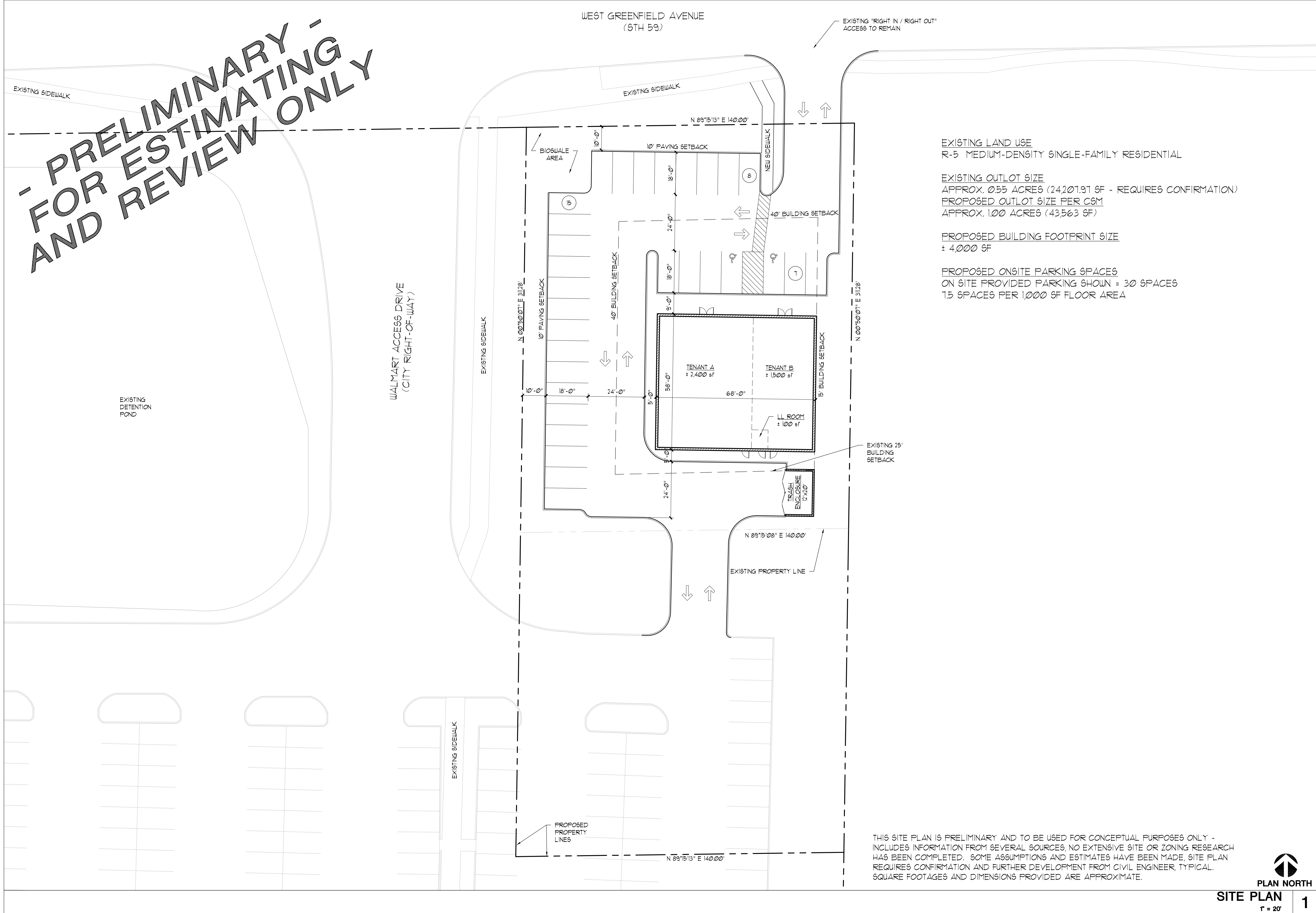
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 8 of 8 Sheets
16

- PRELIMINARY -
FOR ESTIMATING
AND REVIEW ONLY



EXISTING LAND USE
R-5 MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL

EXISTING OUTLOT SIZE
APPROX. 0.55 ACRES (24,207.91 SF - REQUIRES CONFIRMATION)

PROPOSED OUTLOT SIZE PER CSM
APPROX. 1.00 ACRES (43,563 SF)

PROPOSED BUILDING FOOTPRINT SIZE
± 4,000 SF

PROPOSED ONSITE PARKING SPACES
ON SITE PROVIDED PARKING SHOWN = 30 SPACES
15 SPACES PER 1,000 SF FLOOR AREA

THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

PLAN NORTH
SITE PLAN
1" = 20'
1



Logic design & architecture, inc.

LogicDA.com | 414.909.0080

Project Manager: AJS

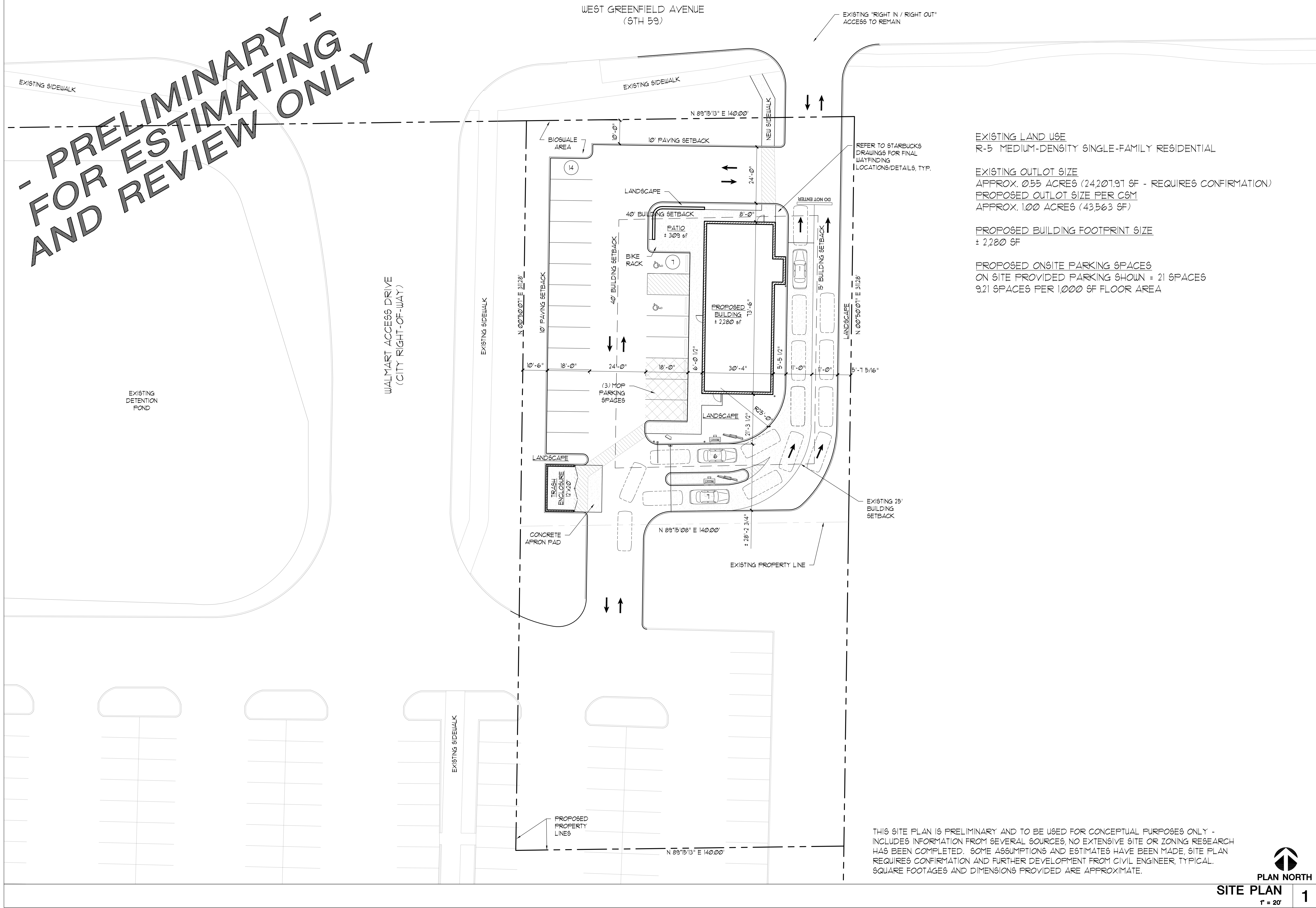
Job Number: 23-131

Additional Info	
Project Name	
Proposed Outlot Multi-Tenant Option 1 15201 W Greenfield Ave New Berlin, WI 53151	
Dates/Revisions	
06.16.20	6.24.20, 01.19.21 PRELIM. REVIEW SET
06.02.21	PRELIM. REVIEW SET
07.15.21	PRELIM. REVIEW SET
08.26.22	PRELIM. REVIEW SET
03.15.24	PRELIM. REVIEW SET
Drawing Title	
CONCEPTUAL SITE PLAN	
SP1.1-C	

- PRELIMINARY -
NOT FOR CONSTRUCTION

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- PRELIMINARY -
FOR ESTIMATING
AND REVIEW ONLY



EXISTING LAND USE
R-5 MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL

EXISTING OUTLOT SIZE
APPROX. 0.55 ACRES (24,207.91 SF - REQUIRES CONFIRMATION)
PROPOSED OUTLOT SIZE PER CSM
APPROX. 1.00 ACRES (43,563 SF)

PROPOSED BUILDING FOOTPRINT SIZE
± 2,280 SF

PROPOSED ONSITE PARKING SPACES
ON SITE PROVIDED PARKING SHOWN = 21 SPACES
9.21 SPACES PER 1,000 SF FLOOR AREA

THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

PLAN NORTH
SITE PLAN
1" = 20'
1

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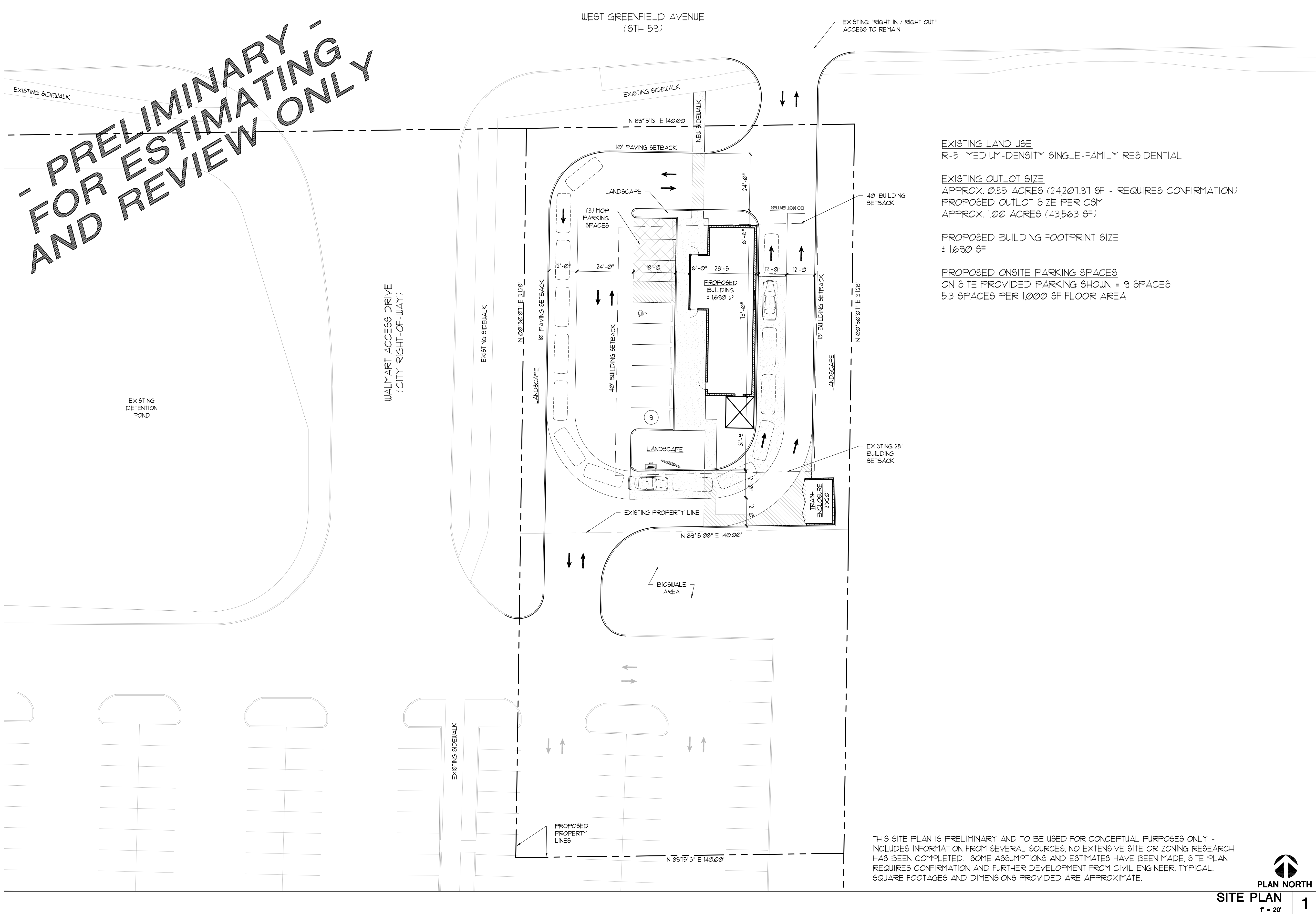


LogicDA.com | 414.909.0080
Project Manager: AJS
Job Number: 23-131

Additional Info
Project Name
Proposed Outlot QSR w/ DT Option 15201 W Greenfield Ave New Berlin, WI 53151
Dates/Revisions
06.16.20 , 6.24.20 , 01.19.21 PRELIM. REVIEW SET 06.02.21 PRELIM. REVIEW SET 07.15.21 PRELIM. REVIEW SET 08.26.22 PRELIM. REVIEW SET 03.15.24 PRELIM. REVIEW SET
Drawing Title
CONCEPTUAL SITE PLAN
SP1.1-H

- PRELIMINARY -
NOT FOR CONSTRUCTION

- PRELIMINARY -
FOR ESTIMATING
AND REVIEW ONLY



EXISTING LAND USE
R-5 MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL

EXISTING OUTLOT SIZE
APPROX. 0.55 ACRES (24,207.91 SF - REQUIRES CONFIRMATION)

PROPOSED OUTLOT SIZE PER CSM
APPROX. 1.00 ACRES (43,563 SF)

PROPOSED BUILDING FOOTPRINT SIZE
± 1,690 SF

PROPOSED ONSITE PARKING SPACES
ON SITE PROVIDED PARKING SHOWN = 9 SPACES
5.3 SPACES PER 1,000 SF FLOOR AREA

THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

PLAN NORTH
SITE PLAN
1" = 20'
1



LogicDA.com | 414.909.0080
Project Manager: AJS
Job Number: 23-131

Additional Info

Project Name

Proposed Outlot
QSR w/ DT Option
15201 W Greenfield Ave
New Berlin, WI 53151

Dates/Revisions

06.16.20 , 6.24.20 , 01.19.21
PRELIM. REVIEW SET
06.02.21
PRELIM. REVIEW SET
07.15.21
PRELIM. REVIEW SET
08.26.22
PRELIM. REVIEW SET
03.15.24
PRELIM. REVIEW SET

Drawing Title

CONCEPTUAL
SITE PLAN

SP1.1-K

- PRELIMINARY -
NOT FOR CONSTRUCTION

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Sample - Conceptual Elevation Example - Outlot

New Berlin WI | March 18th, 2024



CHAPTER 10: LAND USE PLAN

Revisions approved by Council on 11/14/2023 via Ordinance # 2684.



LAND USE PLANNING IN RELATION TO STATE STATUTES

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

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

Several of the nine comprehensive planning elements required by Section 66.1001 of the Statutes must be updated or addressed to bring existing land use or master plans into compliance with the requirements of the comprehensive planning legislation. This chapter provides the full Land Use Element for the City of New Berlin. Additional information regarding existing and future land uses can be found in each individual neighborhood chapter.

EXISTING LAND USES

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

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

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

1-Includes off-street parking areas.

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

3- Includes extractive, landfills and unused land.

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

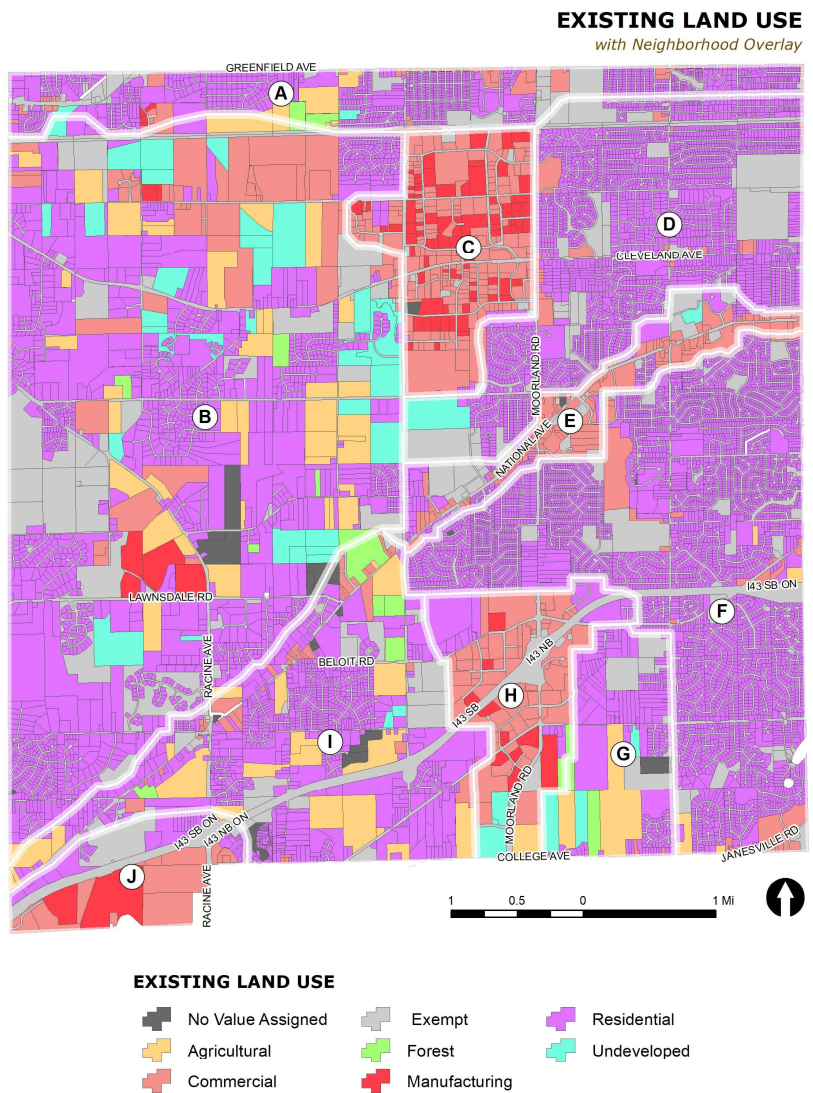
The categories were matched as closely as possible.

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

Figure 10.1. City of New Berlin Land Use Trends

Source: SEWRPC & City of New Berlin Assessment Data

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



March 2024

COMPREHENSIVE PLAN 2030
City of New Berlin, Wisconsin

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

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

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

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

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

LAND USE POLICIES

Several key policies were developed during the 2001 Growth and Development Master Plan (GDMP) process in order to guide the demographic and economic forces shaping the community. These policies have been carried forward and will continue to help guide the City's land use planning efforts.

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

Policy 1: Managed Growth

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

Policy 2: Urban Boundaries

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

Policy 3: Compatible Land Uses

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

Policy 4: Infrastructure

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

Policy 5: Neighborhood Preservation

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

Policy 6: Rural Character

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

Policy 7: Urban and Rural Distinction

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

Policy 8: Open Space

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

Policy 9: Development Quality

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

These principles create an overall policy framework for the city.

LAND USE PLAN

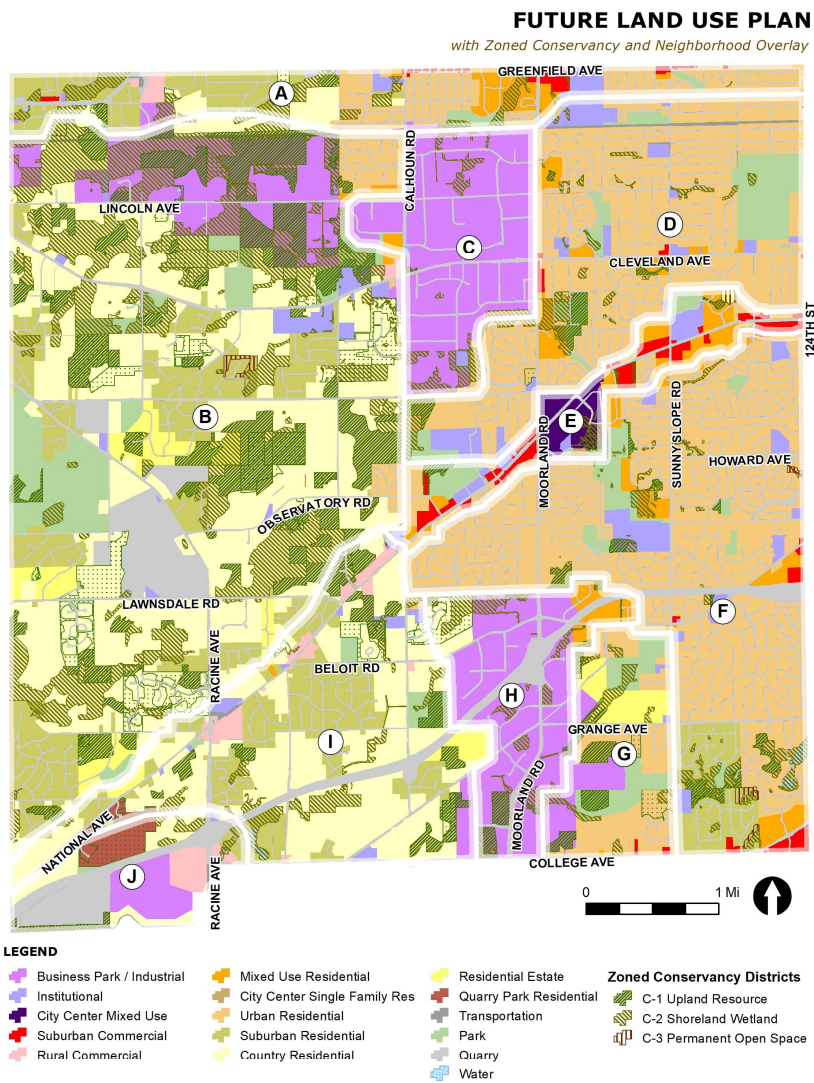
The City of New Berlin Land Use Plan is intended to provide a guide for development, redevelopment, and preservation over the next ten (10) years and will need to be re-evaluated during 2021 and again near the year 2030. The Land Use Plan is based on standards that reflect the desires of community residents,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

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

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

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

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



March 2024

COMPREHENSIVE PLAN 2030
City of New Berlin, Wisconsin

Commented [HK1]: UPDATE MAP WITH APPLICATION # CP-2400415

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

Section 34 – 35 – South Moorland Road Corridor

Section 35 is an area that is envisioned to be a mix of business park industrial, office, retail, residential, and passive and active park uses. In order to implement the conceptual neighborhood plan, the City has created three new zoning districts specifically for this geographic area. They include a new R-6 (Section 35 Low-Density Single-Family Residential), M-3 (Section 34 & 35 Business Park Development District) and P-2 (Section 35 Park Complex District) as further described below. The map below (Figure 10.4) identifies the Future Land Use and Zoning Code Section 275-13.1 (H) (4), Figure I-1, identifies the designated zoning districts. All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions.

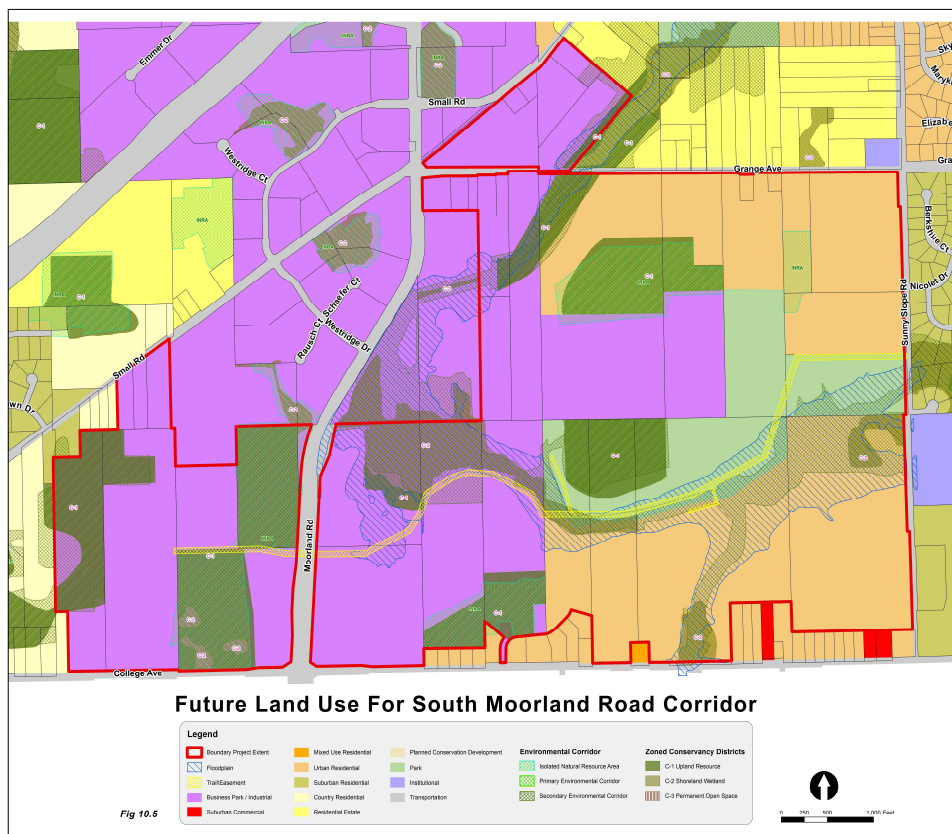


Figure 10.4 Future Land Use Map for South Moorland Road Corridor.

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

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



Urban Residential

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

The corresponding zoning districts are:

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

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

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

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

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

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

Suburban Residential

The Suburban Residential designation reflects the rural setting of the existing residential areas on the western half of the City. Lots in this category are generally located in existing subdivisions that have already been developed at higher densities than the surrounding Country Residential area. The Suburban Residential areas are typically served by private on-site sewerage disposal

systems and private wells. On average, lots are 35,000 square feet in this district. New development may occur as infill development, but are not expansions to the existing subdivisions. Infill development is the development of vacant lots within existing subdivisions.

The corresponding zoning district is:

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

Residential Estate

Residential Estate is similar to the Country Residential category except for that it has a gross density not-to-exceed one dwelling unit per two acres. While agricultural uses are encouraged to remain as long as the owners wish to operate farms, this designation provides an opportunity for the City to allow this area to develop, but maintain a sense of rural character. Before this land use category is implemented in this area, provisions for public sewer and water facilities must be made.

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

The corresponding zoning district is:

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

Country Residential

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

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

into the development to create unique neighborhoods while protecting the natural environment.

The corresponding zoning district is:

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

There are also a large number of farm operations that exist in this area and the protection and preservation of these uses is integral to this land use. Some on-site sales of products are appropriate including small farm markets, landscape materials, and locally grown food. Artisan farming, flea markets, hobby farming and other activities that promote the continuation of farming should be encouraged and regulatory barriers prohibiting these activities should be removed. In order to prevent excessive nuisances from occurring as a result from any of these associated farming related commercial activities, they should be regulated in their size, intensity and traffic impacts to prevent the proliferation of Rural Commercial Services in areas not designated as commercial.

Quarry Park Residential

Quarry Park Residential encompasses the properties within Quarry Park Subdivision, which is an 18-lot single-family residential conservation subdivision. The density is one dwelling unit per 6.6 acres.

The corresponding zoning district is:

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

Mixed Use Residential

The Mixed Use Residential designation applies to several areas where more intense business uses meet single-family residential uses. The purpose of Mixed Use Residential is to provide a district for land uses and development that combine characteristics from other districts. There are several land uses that can occur in mixed use areas, including low-density multi-family, senior housing, duplexes, condominiums, or institutional uses. Development approval for these uses requires a review to determine compatibility with surrounding land uses, particularly the residential neighborhoods.

The corresponding residential zoning districts are:

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

Business Park / Industrial

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

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

The corresponding zoning districts are:

- O-1 (Office and Business Service District) is intended to provide for individual or attractive groupings of office and financial service uses in aesthetically pleasing structures on lots with ample open space.
- O-2 (Business Park Development District) is intended to provide for the development of an attractive grouping of buildings limited to light industrial uses, offices, corporate headquarters, and support facilities in a parklike setting. The district is further intended to

promote the provision of ample off-street parking and loading areas, open space, and landscape planting screens or buffer yards in areas adjacent to residential areas.

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

City Center – Mixed Use

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

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

City Center – Single-Family

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

The corresponding zoning district is:

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

Suburban Commercial

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

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

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

The corresponding zoning districts are:

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

Rural Commercial

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

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

The corresponding zoning districts are:

- B-2 (General Retail Sales and Service) which is intended to accommodate a broad range of retail sales and service uses and provide for orderly and attractive development and grouping in appropriate and convenient locations for small lot business activities of a general nature. The minimum lot size for this district is 40,000 square feet.
- B-3 (General Bulk Sales) which is intended to accommodate the needs of the agricultural community for the western portion of the community without detracting from the character

of the area. This district allows for outdoor storage, outdoor sales and automotive sales, service and repair. The minimum lot size for this district is 3 acres.

- B-5 (Rural Commercial District) which is intended to accommodate the needs of the agricultural community with a range of retail sales and service uses. The uses of these areas are intended to provide convenience for farms and the growing residential uses in the western area. The minimum lot size for this district is 40,000 square feet.

Institutional

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

Parks

The City wishes to acquire and maintain parks and open space that are consistent with the adopted park and open space plan to encourage private preservation of open space and environmental areas, and to encourage the use of creative development alternatives (i.e. Conservation subdivisions to create neighborhood open space).

The corresponding zoning districts are:

- P-1 (Park and Recreation District) is intended to provide areas where open space and outdoor recreational needs of the citizens can be met without the undue disturbance of natural resources and adjacent uses. When applied to privately owned recreational lands, this district is intended to avoid the conversion of such lands to other urban uses without adequate public review and approval. The district should be used for areas designated as parks in the adopted New Berlin Comprehensive Plan.
- P-2 (Section 35 Park Complex District) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). The P-2 Section 35 Park Complex District is intended to provide an area for a regional amenity that would provide tournament, practice and game space for baseball, softball and/or soccer. The District will also incorporate neighborhood park elements for neighboring residents. The complex will provide a buffer between the residential and business park land uses and may be expanded to create additional

meaningful passive recreational opportunities and utilize the City's utility easement / public trail to create more of a linear parkway. Uses may include, but are not limited to, passive recreational trails, fishing ponds, winter sports activities, snowshoeing, cross country skiing, sledding, nature trails, bird watching and interpretive exercise trails. Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

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

Quarry

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

Conservancy Areas

C-1 Upland Resource Conservancy Zoning

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

C-2 Shoreland-Wetland Conservancy Zoning

The purpose of this district is to preserve, protect, and enhance the ponds, streams, and wetland areas of the City. The preservation, protection, and enhancement of these areas will serve to maintain safe and healthful conditions; maintain and improve water quality, both ground and surface; prevent flood damage; control stormwater runoff; protect stream banks from erosion; protect groundwater recharge and discharge areas; protect wildlife habitat; protect native plant communities; avoid the location of structures on soils which are generally not suitable for use; and protect the water-based recreation resources of the City.

C-3 Permanent Open Space/Conservation Zoning

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

Environmental Corridors

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

Map of Potential Conservation Areas

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

LAND USE PLANNING IN WAUKESHA COUNTY

Under Wisconsin State Statutes, counties are required to incorporate into the county development plan all master plans that have been duly adopted by incorporated cities and villages under the State of Wisconsin City Planning Enabling Act. However, the Statutes do not provide direction as to resolving conflicts between county adopted land use objectives and local master plans. To address this issue, the Waukesha County Comprehensive Plan Advisory

Committee determined specific approaches to be implemented during the County Plan process. The following County approaches are those which apply directly to New Berlin's Comprehensive Plan:

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

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

LAND USE PLANNING IN THE REGION

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

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

RESOLUTION NUMBER # 2024-10**A Resolution adopting the amendments to the City's 2030 Comprehensive Plan Chapter 10: Land Use**

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

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

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

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

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

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

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

WHEREAS, Department of Community Development Staff, working at the request of Yonatan Zvi, have prepared amendments to the Future Land Use Map within the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and are now completed and need to be incorporated into the City's adopted Comprehensive Plan.

WHEREAS, the Future Land Use Map amendments requested by Yonatan Zvi is for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) to amend the Future Land Use from Mixed Use Residential to Suburban Commercial. It is necessary to incorporate these Future Land Use Map amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use. A copy 2030 Comprehensive Plan Chapter 10 along with the map is attached as Exhibit A. Amendments to an adopted comprehensive plan pursuant to WI State Statute 66.1001 require a Class I notification along with a public hearing.

WHEREAS, the Plan Commission reviewed and approved the proposed amendments to 2030 Comprehensive Plan Chapter 10: Land Use on June 3, 2024 following approximately three months of public comment from the date of the public notice; and

WHEREAS, the City has duly noticed a public hearing on the aforementioned comprehensive plan amendments and the Plan Commission held the public hearing on May 6, 2024.

WHEREAS, the Plan Commission of the City of New Berlin by a ~~X-X~~ vote of the Commissioners present and voting recorded in its official minutes, adopted Resolution # 2024-10 recommended approval of this comprehensive plan amendment on June 3, 2024.

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

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopt Ordinance No. 2694, which will constitute its adoption of the Comprehensive Plan amendments.

Passed and adopted by the Plan Commission on this 3rd day of June, 2024.

APPROVED:

David A. Ament, Mayor

Certified/Countersigned:

Nikki Jones
Plan Commission Secretary

ORDINANCE NO. 2694

An ordinance to adopt the amendments to the City's Comprehensive Plan to incorporate the necessary General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan, Chapter 10: Land Use.

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

SECTION I

Pursuant to section 62.23(2) and (3) of the Wisconsin Statutes, the City of New Berlin, is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

SECTION II

The Common Council of the City of New Berlin, Wisconsin, has adopted written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by Section 66.1001(4)(a) of the Wisconsin Statutes.

SECTION III

The Plan Commission of the City of New Berlin by a majority vote of the Commission members present and voting as recorded in its official minutes and adopted Resolution # 2024-10 on June 3, 2024 recommending to the Common Council the adoption of the ordinance that approves the general amendments and Future Land Use amendments to the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use, a copy of both chapters are attached as Exhibit A, containing amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

More specifically, the Future Land Use Map amendments requested by Yonatan Zvi, to amend the Future Land Use for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial.

SECTION IV

The City held public hearings on June 3, 2024 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally adopt the documents entitled, "**General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use,**" which are attached hereto as Exhibit A pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

SECTION VI

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

SECTION VII

This ordinance shall take effect upon passage and publication as approved by law.

SECTION VIII

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

PASSED AND ADOPTED by the Common Council this 11th day of June, 2024.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Yonatan Zvi / Rezoning
LOCATION:	15201 W. Greenfield Avenue (Tax Key #: 1158.998) 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)
REQUEST:	Request to rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.
D.R.C. RECOMMENDATION:	Recommend to Common Council adoption of Ordinance # 2695 that approves the rezoning of the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.

DETAILS IN ATTACHED STAFF REPORT:

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

Meetings of June 3, 2024

Yonatan Zvi / Rezoning

15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)

DATE STAFF REPORT PREPARED: May 15, 2024

APPLICANT / OWNER(S): Yonatan Zvi / 15201 Greenfield LLC; Wal-Mart Real Estate Business Trust

REQUEST / DESCRIPTION OF PROJECT: Rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 3/15/2024

DATE OF COMPLETENESS DETERMINATION: 3/18/2024

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 12/7/23, 12/13/23, 2/6/24, 5/13/24, as well as numerous phone calls

Site Visit(s): 4/15/24

CONCEPTUAL PLAN: A 2-Lot CSM has been submitted (see file # LD-2400417).

SIZE OF DEVELOPMENT / PARCEL(S):

0.75 acres 15201 W. Greenfield Avenue (Tax Key #: 1158.998)

15.83 acres 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)

CURRENT ZONING:

R-5 (Medium-Density Single-Family Residential District) 15201 W. Greenfield Avenue

B-1 (Shopping Center District) 15205 W. Greenfield Avenue

CURRENT LAND USE: Commercial/Residential

PROPOSED LOT SIZES: Applicant has filed an application for a 2-Lot CSM (see file # LD-2400417).

Lot 1 15.35 acres

Lot 2 1.00 acres

PROPOSED ZONING: Applicant has filed an application for a 2-Lot CSM (see file # LD-2400417).

Lot 1 B-1 (Shopping Center District)

Lot 2 B-2 (General Retail Sales and Service District)

PROPOSED LAND USE: Applicant has filed an application for a 2-Lot CSM (see file # LD-2400417).

Lot 1 Commercial

Lot 2 Commercial

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: Commercial

Land Use: Commercial (City of Brookfield)

South: Zoning: R-m-1 PUD, I-1

Land Use: Vacant

East: Zoning: I-1

Land Use: Institutional

West: Zoning: B-1 PUD, Rm-1 PUD

Land Use: Vacant

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 11: Neighborhood A: Greenfield Avenue:

Vision:

- Greenfield Avenue will be a mixed commercial and residential corridor, and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.

Development Policies:

- Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.
- Tighten non-conforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out non-conforming commercial uses over time.
- Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.
- Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.
- Encourage land combinations that accommodate future development options.

Land Use:

- Current Future Land Use Map: Suburban Commercial & Mixed Use Residential
- Proposed Future Land Use Map: Suburban Commercial

ZONING CODE (Chapter 275): Yes, this request meets the requirements of §275-34B(1) and §275-34B(2) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

REZONING REQUIRED: Yes

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Yes

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: Not at this time, however, conceptual plans have been shared as part of this rezoning request. A separate Use, Site and Architecture application will be required for any proposed development.

Site Plan Required: Yes, see attached CSM.

Architectural Review Required: Not at this time, however, conceptual plans have been shared as part of this rezoning request.

PROPOSED ARCHITECTURE: Conceptual plans have been shared as part of this rezoning request.

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: Site slopes to the north towards Greenfield Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A

Wildlife Habitat Protection: N/A

Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: No impact.

STORMWATER MANAGEMENT / DRAINAGE PLAN: Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development.

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: Yes

Basin Capacity Available: Yes

Adequate Linkage: Yes

Onsite System Required: No

WATER USAGE CALC.: Will be reviewed at the future Use, Site and Architectural application submittal.

TRAFFIC IMPACT: No increase.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION (15201 W. GREENFIELD AVENUE):

1955	Building permit for home.
5/6/2024	Plan Commission public hearing for Comprehensive Plan Amendment CP-2400415.
5/6/2024	Plan Commission public hearing for Rezoning RZ-2400416.

PREVIOUS ACTION (15205 W. GREENFIELD AVENUE):

1/7/2013	Plan Commission public hearing for Comprehensive Plan Amendment CP-12-001.
1/7/2013	Plan Commission public hearing for Rezoning RZ-12-006.
5/6/2013	Plan Commission recommend approval of Comprehensive Plan Amendment CP-12-001 via Resolution # 13-01.
5/6/2013	Plan Commission recommend approval of Rezoning RZ-12-006.
5/6/2013	Plan Commission recommend approval of Land Division LD-12-006.
5/14/2013	Common Council approval of Comprehensive Plan Amendment CP-12-001 via Ordinance # 2504.
5/14/2013	Common Council approval of Rezoning RZ-12-006 via Ordinance # 2505.

5/14/2013	Common Council approval of Land Division LD-12-006.
7/1/2013	Plan Commission approval of Use, Site and Architecture UA-13-035.
8/12/2013	Plan Commission recommend approval of Comprehensive Plan Amendment CP-12-001 via Resolution # 13-02.
8/12/2013	Plan Commission recommend approval of Rezoning RZ-12-006.
8/12/2013	Plan Commission recommend approval of Land Division LD-12-006.
8/27/2013	Common Council approval of Comprehensive Plan Amendment CP-12-001 via Ordinance # 2510.
8/27/2013	Common Council approval of Rezoning RZ-12-006 via Ordinance # 2509.
8/27/2013	Common Council approval of Land Division LD-12-006.
5/6/2024	Plan Commission public hearing for Rezoning RZ-2400416.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

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

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

The Future Land Use map identifies this area as Suburban Commercial and Mixed Use Residential. The applicant has filed a separate application for a Comprehensive Plan Amendment (See File #: CP-2400415) to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use) from Suburban Commercial and Mixed Use Residential to Suburban Commercial.

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

Yes, the proposed rezoning is compliant. This property will be served by public sanitary sewer and water facilities.

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

Yes, the proposed rezoning is compliant.

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

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

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

Yes, the proposed rezoning is compliant.

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

No, it will not be a spot zoning. It will be consistent with the Future Land Use Map within the Comprehensive Plan, as proposed to be amended with application # CP-2400415.

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

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

- 2. The applicant has simultaneously applied for a Comprehensive Plan Amendment (see file #: CP-2400415) and 2-Lot CSM (see file #: LD-2400417). Action for these applications is anticipated for the June 3, 2024 Plan Commission meeting.
 - a. This request is consistent with the proposed rezoning of the property to B-2 (General Retail Sales and Service District).
- 3. The existing principal use for Lot 2 (see file #: LD-2400417) is Residential. The building is currently unoccupied. The property owner of Lot 2 intends to develop the site for Commercial Use, with the possibility of a quick service restaurant with a drive thru option.
 - a. The existing water lateral servicing Lot 2 shall be abandoned at Greenfield Ave.
- 4. The existing principal use for Lot 1 (see file #: LD-2400417) is Commercial. Walmart occupies the building. Lot 1 will continue as a commercial use.

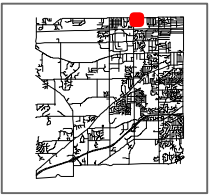
D.R.C. RECOMMENDATION:

Recommend to Common Council adoption of Ordinance # 2695 that approves the rezoning of the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2. **See Executive Summary.**

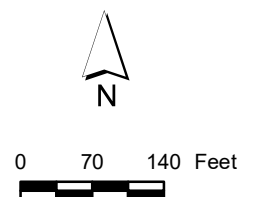
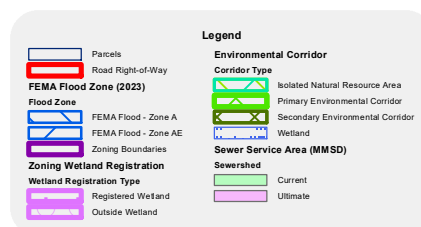
ATTACHMENTS:

Location Map
Applicant Letter
Future Land Use Comparison Map
Zoning Comparison Map
CSM
Concept Plans
Draft Ordinance 2695

CP-2400415, RZ-2400416 & LD-2400417
15201 Greenfield LLC
(Quick Service Restaurant with Drive Thru Option)
15201 W Greenfeild Ave & 15205 W Greenfield Ave



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



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3/15/2024

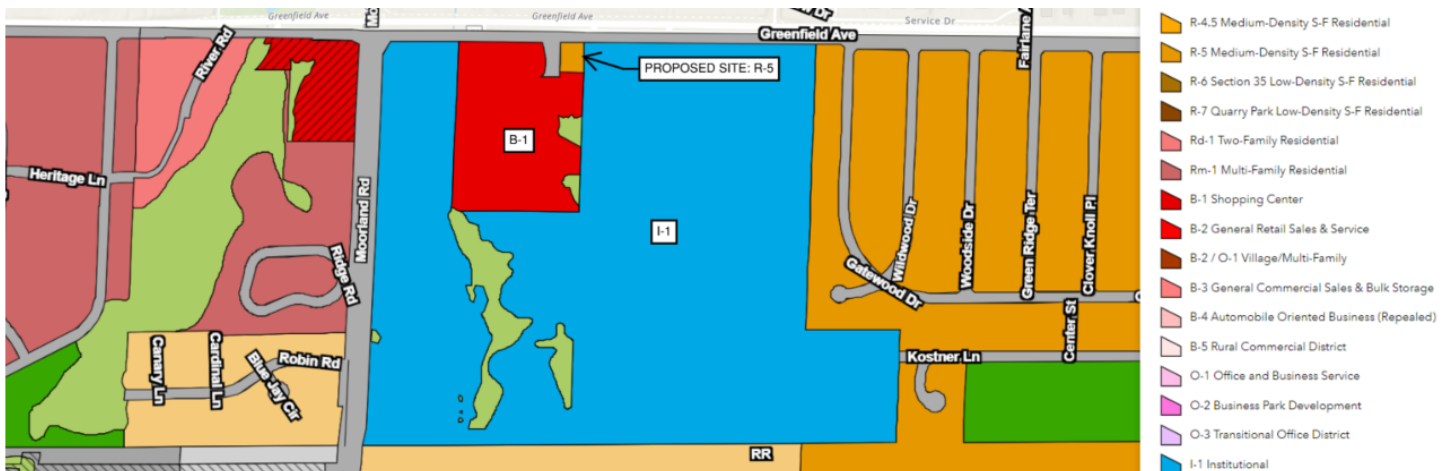
Ms. Kristen Hogan
Principal Planner
City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

RE: Comprehensive Plan Amendment, Rezoning Application, and Land Division

Dear Ms. Hogan,

I am writing on behalf of the Developer for the property located at 15201 W Greenfield Ave New Berlin, Wisconsin. The property is currently zoned R-5 Medium Density S-F Residential. This is a single-family residential lot that is adjacent to I-1 Institutional use and the B-1 Shopping Center zone. Because the lot constitutes a spot zoning condition, we believe that it needs to be changed to the one of the adjacent zones. Our client would like the City of New Berlin, to update the Comprehensive Plan and rezone the property to the B-1 Shopping Center use. Please see the zoning diagram below. Additionally, The CSM included with this submittal shows the proposed division of land between the future development site (Lot 2) and the existing Wal-Mart development (Lot 1). Per the Certified Survey Map, Lot 1 will decrease by 0.45 acres and Lot 2 will increase to the total of 1.00 acre(s). Please see the land division diagram on page 2.

Zoning Diagram



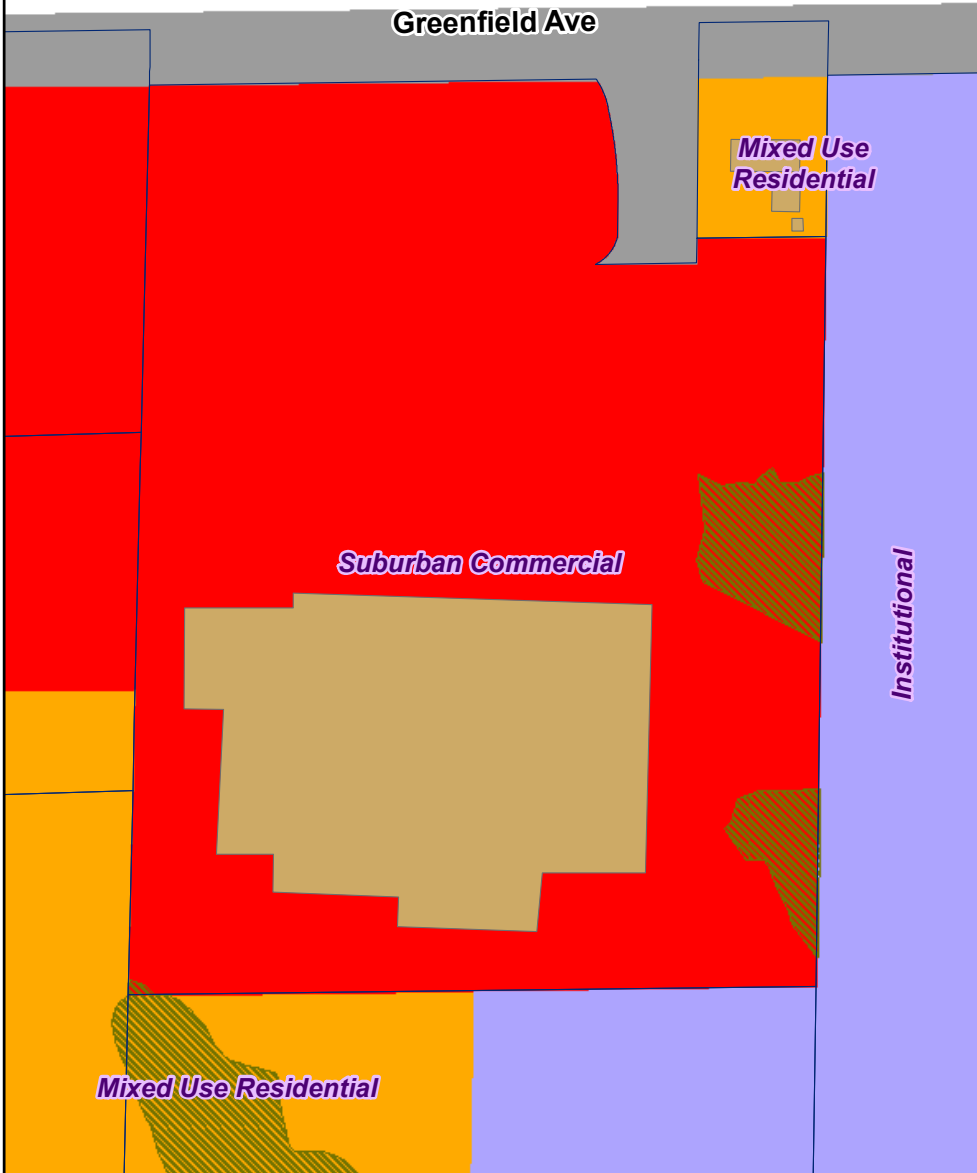


We will work with our client to develop the property following all applicable New Berlin zoning standards, landscaping and parking requirements. Note: Specific tenant(s) have not been chosen yet for this site. We have included a few options for conceptual site planning purposes. Please let us know if any other information is needed for the May 5th Plan Commission Meeting.

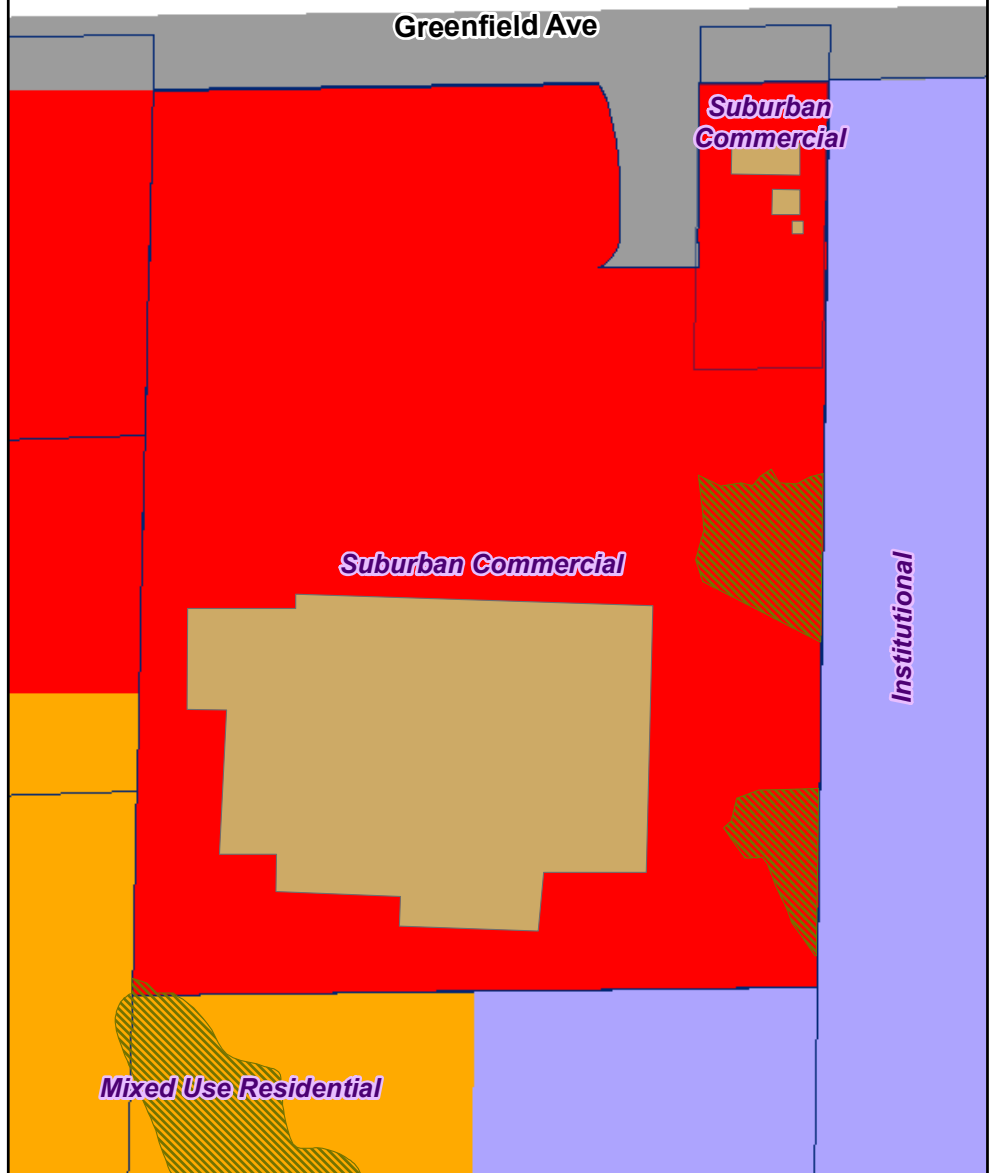
Warm regards,

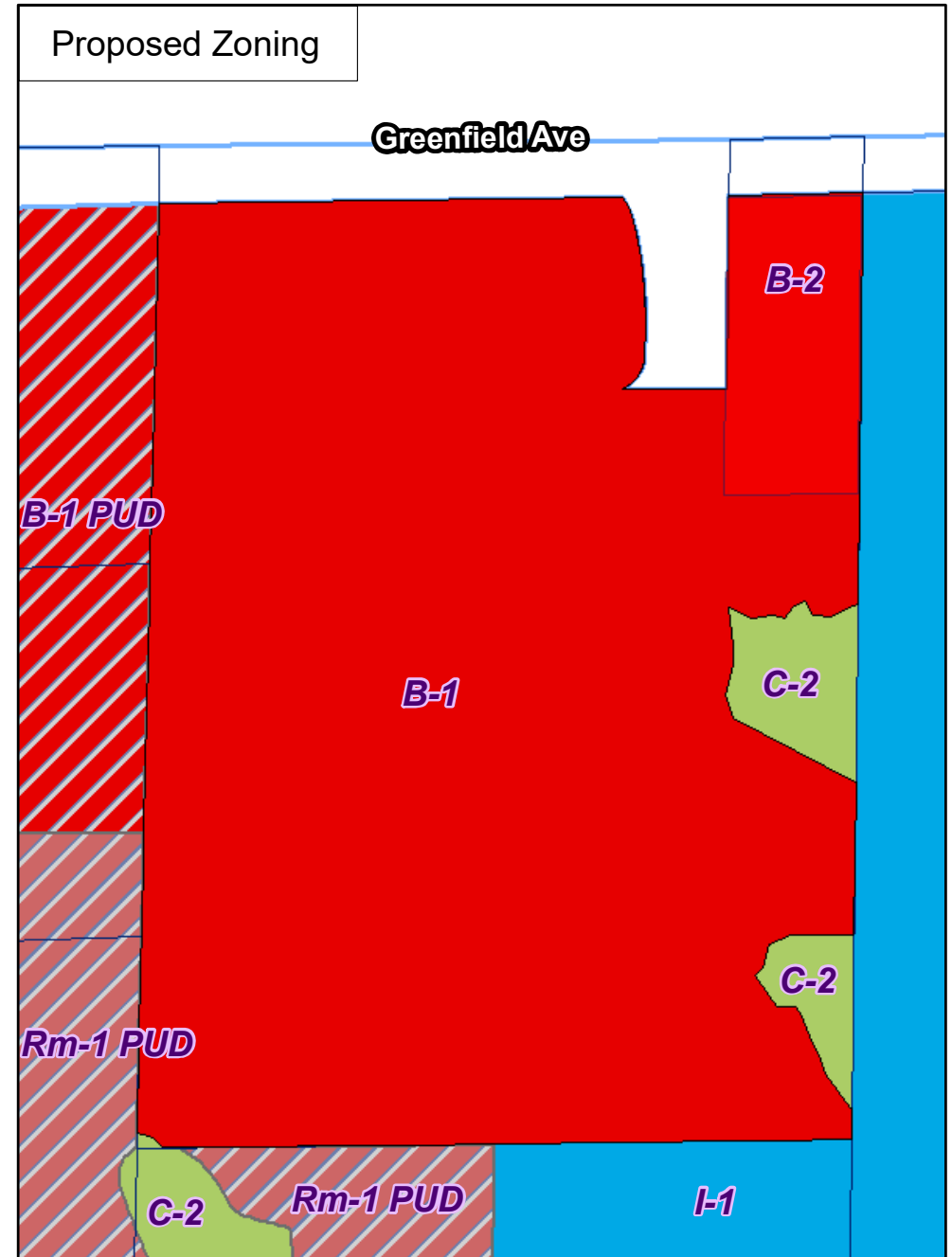
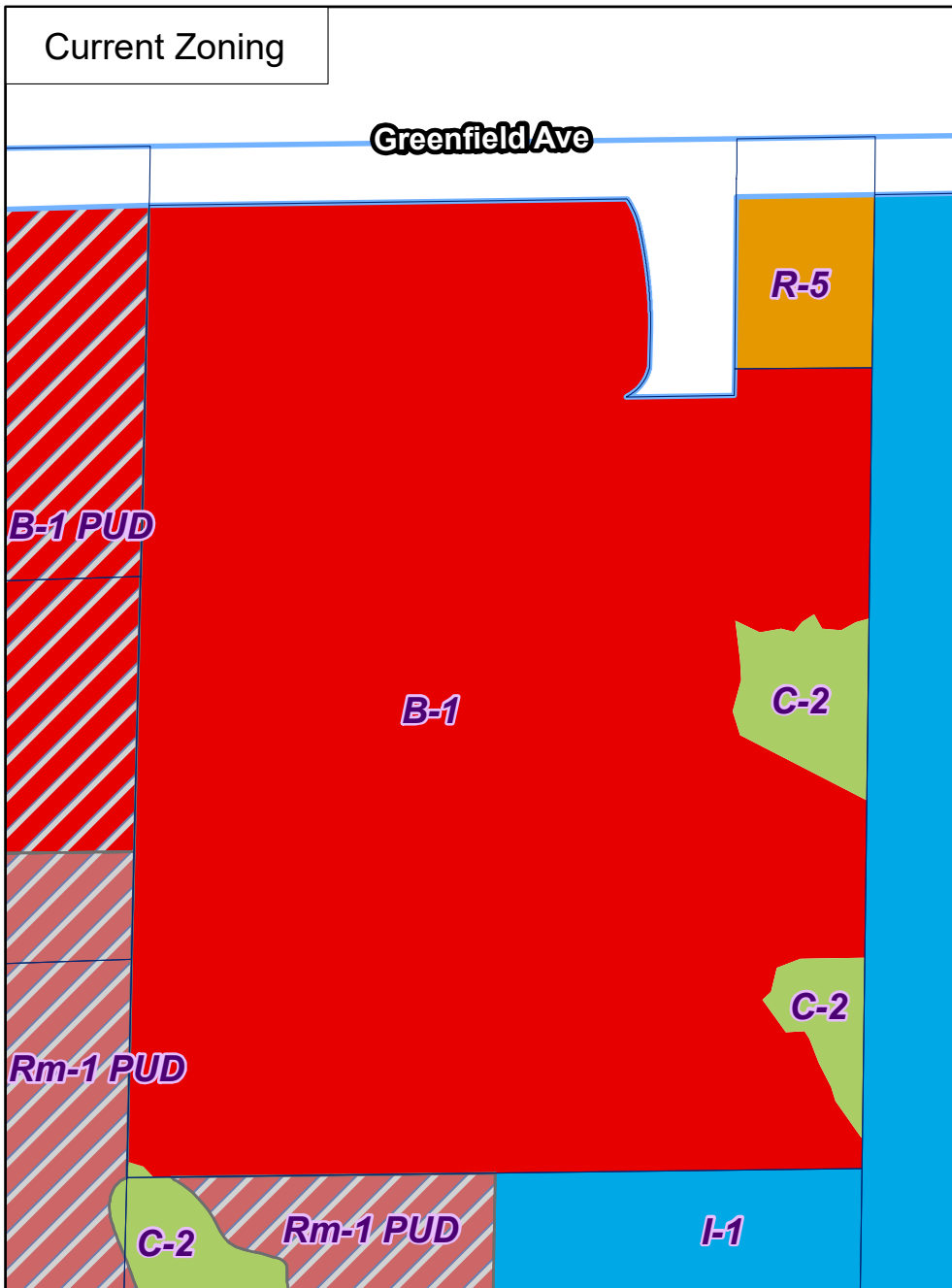
Adam Stein

Current Future Land Use



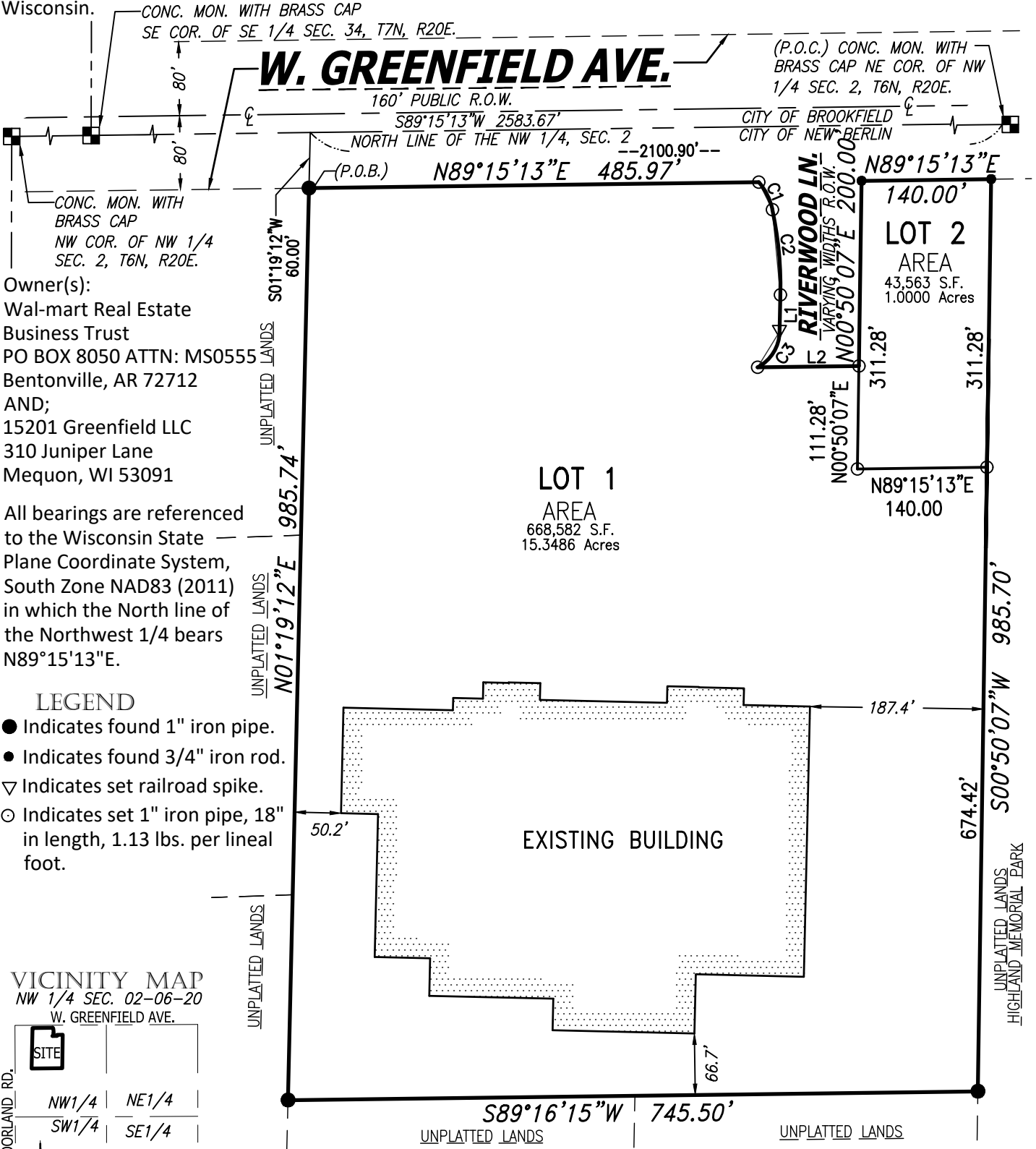
Proposed Future Land Use





CERTIFIED SURVEY
MAP NO. _____

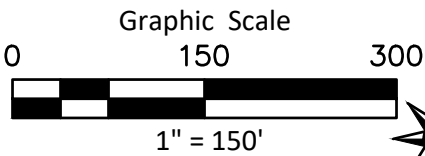
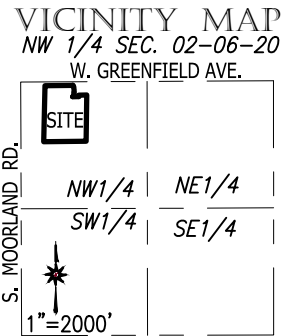
A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.



Owner(s):
Wal-mart Real Estate
Business Trust
PO BOX 8050 ATTN: MS0555
Bentonville, AR 72712
AND;
15201 Greenfield LLC
310 Juniper Lane
Mequon, WI 53091

All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone NAD83 (2011) in which the North line of the Northwest 1/4 bears N89°15'13"E.

- LEGEND
- Indicates found 1" iron pipe.
 - Indicates found 3/4" iron rod.
 - ▽ Indicates set railroad spike.
 - Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.



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CURVE DATA						
CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA	
C1	33.52'	67.50'	S26°21'50"E	33.17'	28°45'17"	
C2	92.55'	392.50'	S05°25'52"E	92.34'	13°51'01"	
C3	47.46'	44.50'	S31°45'35"W	45.24'	61°10'69"	

LINE TABLE		
LINE	BEARING	DIST.
L1	S01°19'19"W	39.85'
L2	N89°15'22"E	109.55'



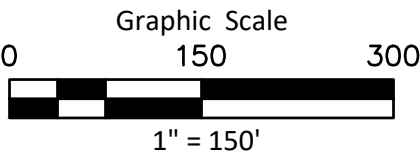
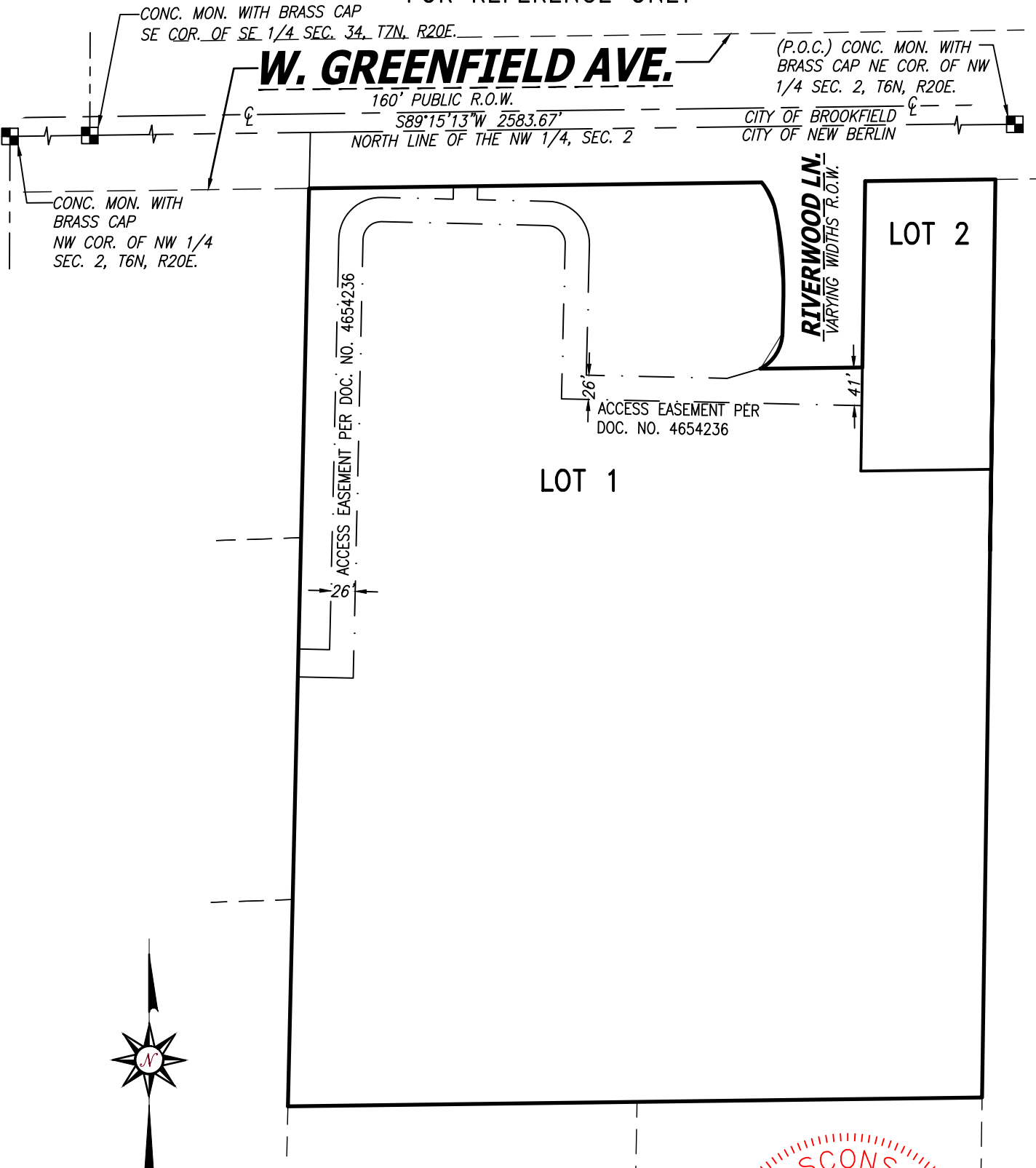
This instrument was drafted by Allen J. Schneider Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 1 of 8 Sheets
12

CERTIFIED SURVEY MAP NO. _____

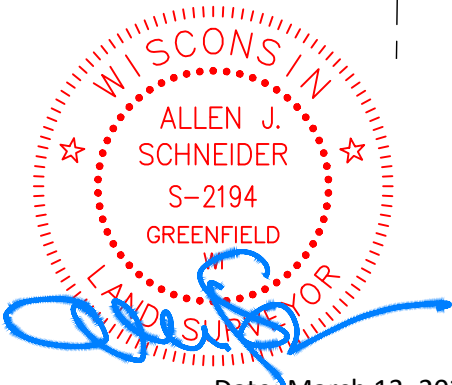
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EXISTING EASEMENT DETAILS
FOR REFERENCE ONLY



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Milwaukee, WI 53204
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 2 of 8 Sheets
13

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
 :SS
MILWAUKEE COUNTY}

I, ALLEN J. SCHNEIDER, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped that part of a division of Lot 1, Certified Survey Map No. 11117 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast Corner of said Northwest 1/4 of Section 2, Township 6 North, Range 20 East; thence South 89°15'13" West along the North line of said 1/4 Section 2100.90 feet to a point; thence South 01°19'12" West 60.00 feet to the point of beginning of the lands to be hereinafter described:

Thence North 89°15'13" East parallel with the North line of said Section 485.97 feet to a point; thence Southeasterly 33.52 feet along an arc of a curve, whose radius is 67.50 feet, whose center lies to the Southwest, and whose chord bears South 26°21'50" East 33.17 feet to a point; continue Southeasterly 92.55 feet along an arc of a curve, whose radius is 392.50 feet, whose center lies to the Southwest, and whose chord bears South 05°25'52" East 92.34 feet to a point; thence South 01°19'19" West 39.85 feet to a point; thence Southwesterly 47.46 feet along an arc of a curve, whose radius is 44.50 feet, whose center lies to the Northwest, and whose chord bears South 31°45'35" West 45.24 feet to a point; thence North 89°15'22" East 109.55 feet to a point; thence North 00°50'07" East 200.00 feet to a point on the South line of West Greenfield Avenue; thence North 89°15'13" East along said South line 140.00 feet to a point; thence South 00°50'07" West 985.70 feet to a point; thence South 89°16'15" West 745.50 feet to a point; thence North 01°19'12" East 985.74 feet to the point of beginning.

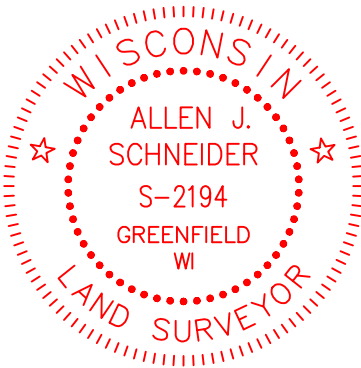
Said lands contain 712,145 Square Feet or 16.3486 Acres.

THAT I have made the survey, land division and map by the direction of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST and 15201 GREENFIELD LLC., owners.

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the Land Division Regulations of the City of New Berlin in surveying, dividing and mapping the same.

March 13, 2024
DATE




ALLEN J. SCHNEIDER
PROFESSIONAL LAND SURVEYOR S-2194

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

STATE OF _____ }
 :SS
 _____ COUNTY }

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, a trust duly organized and existing under and by virtue of the laws of the State of _____, certifies that said trust caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of New Berlin and Chapter 236 of the Wisconsin Statutes.

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of New Berlin.

IN WITNESS WHEREOF, WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, has caused these present to be signed by the hand of _____, on this _____, day of _____, 2024.

WAL-MART REAL ESTATE BUSINESS TRUST,
A DELAWARE STATUTORY TRUST.

By: _____

Its: _____

STATE OF _____ }
 :SS
 _____ COUNTY }

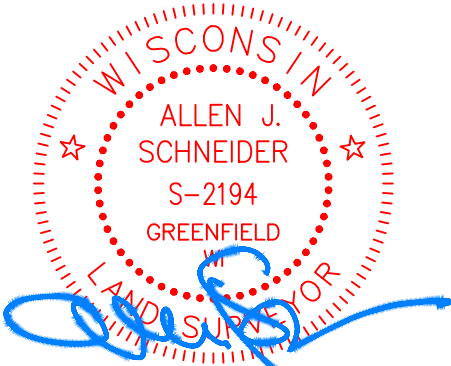
Personally came before me this ____ day of _____, 2024, _____, the _____ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: _____

Notary Name: _____

Notary Public, State of _____. My commission expires: _____

(Notary Seal)



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 4 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

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CONSENT OF CORPORATE MORTGAGEE

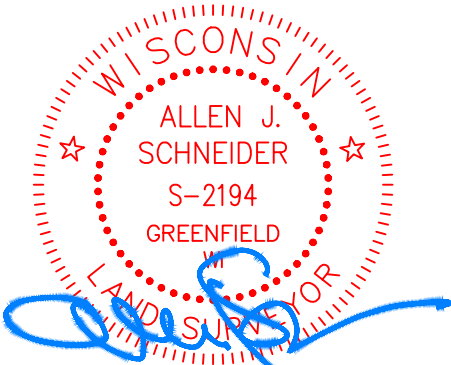
_____, a _____ banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, OWNER.

By _____ Its
Name: _____
Title: _____

STATE OF _____ }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



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Milwaukee, WI 53204
414-224-8068
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 5 of 8 Sheets
16

CERTIFIED SURVEY MAP NO. _____

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CORPORATE OWNER'S CERTIFICATE

STATE OF _____ }
 :SS
 _____ COUNTY }

15201 GREENFIELD LLC., a corporation duly organized and existing under and by virtue of the laws of the State of _____, certifies that said corporation caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of New Berlin and Chapter 236 of the Wisconsin Statutes.

15201 GREENFIELD LLC., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of New Berlin.

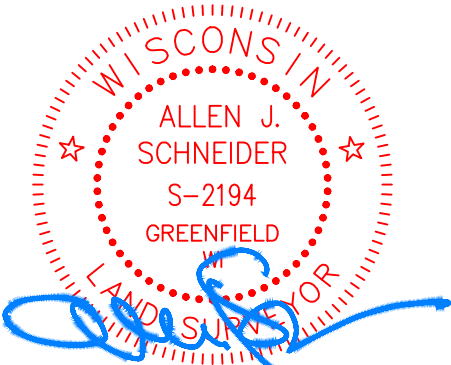
IN WITNESS WHEREOF, 15201 GREENFIELD LLC., has caused these present to be signed by the hand of _____, on this _____, day of _____, 2024.

15201 GREENFIELD LLC.
By: _____
Its: _____

STATE OF _____ }
 :SS
 _____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, the _____ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: _____
Notary Name: _____
Notary Public, State of _____. My commission expires: _____
(Notary Seal)



CERTIFIED SURVEY MAP NO. _____

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CONSENT OF CORPORATE MORTGAGEE

_____, a _____ banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of 15201 GREENFIELD LLC., OWNER.

By _____ Its

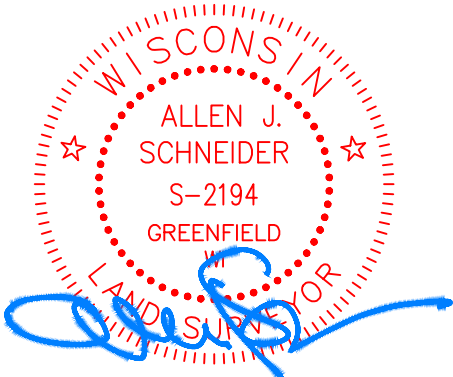
Name: _____

Title: _____

STATE OF _____ }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



CERTIFIED SURVEY MAP NO. _____

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PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of New Berlin on this ____ day of _____, 2024.

DAVID AMENT, CHAIRPERSON, MAYOR

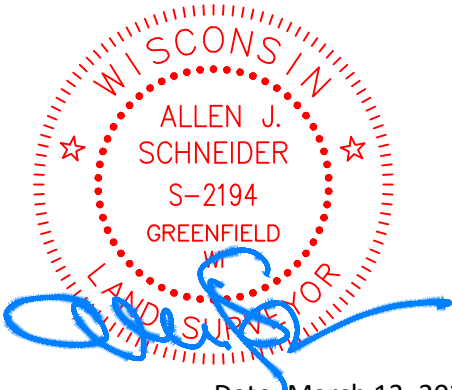
SCOTT SCHULPIUS, MEMBER

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED by the Common Council of the City of New Berlin in accordance with the Resolution adopted on this ____ day of _____, 2024.

DAVID AMENT, COUNCIL PRESIDENT

RUBINA R. MEDINA, CITY CLERK, SECRETARY



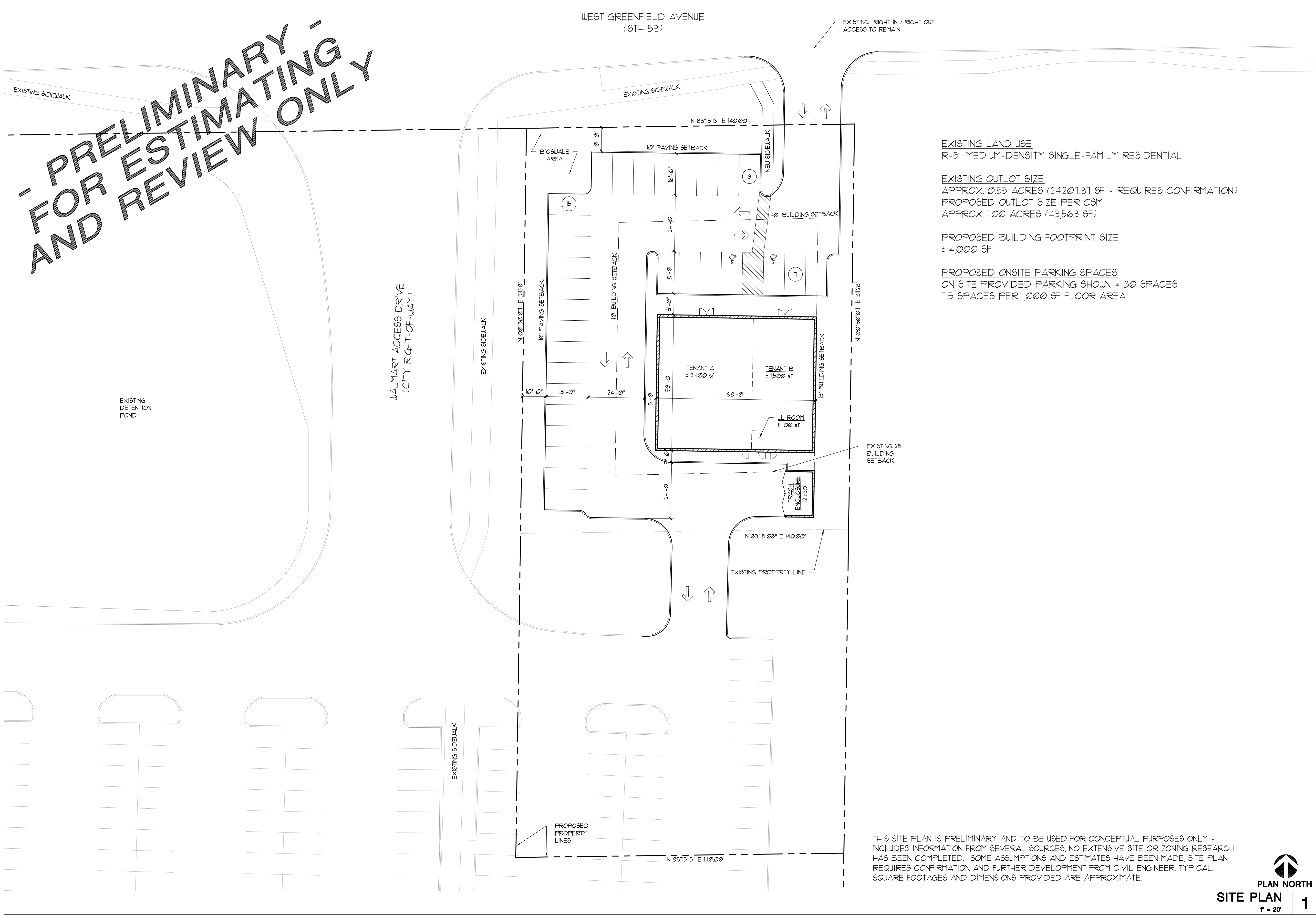
CHAPUT
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Milwaukee, WI 53204
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This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 8 of 8 Sheets
19

- PRELIMINARY -
FOR ESTIMATING
AND REVIEW ONLY



EXISTING LAND USE
R-5 MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL

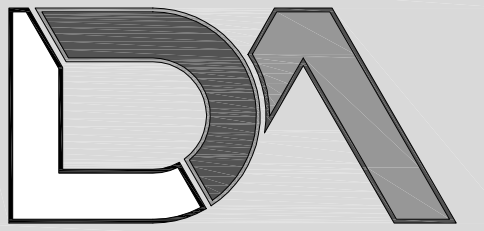
EXISTING OUTLOT SIZE
APPROX. 0.55 ACRES (24,207.91 SF - REQUIRES CONFIRMATION)
PROPOSED OUTLOT SIZE PER CSM
APPROX. 1.00 ACRES (43,563 SF)

PROPOSED BUILDING FOOTPRINT SIZE
± 4,000 SF

PROPOSED ONSITE PARKING SPACES
ON SITE PROVIDED PARKING SHOWN = 30 SPACES
1.5 SPACES PER 1,000 SF FLOOR AREA

THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

PLAN NORTH
SITE PLAN
1" = 20'
1



LogicDA.com | 414.909.0080
Project Manager: AJS
Job Number: 23-131

Additional Info

Project Name

Proposed Outlot
Multi-Tenant Option 1
15201 W Greenfield Ave
New Berlin, WI 53151

Dates/Revisions

06.16.20 , 6.24.20 , 01.19.21
PRELIM. REVIEW SET
06.02.21
PRELIM. REVIEW SET
07.15.21
PRELIM. REVIEW SET
08.26.22
PRELIM. REVIEW SET
03.15.24
PRELIM. REVIEW SET

Drawing Title

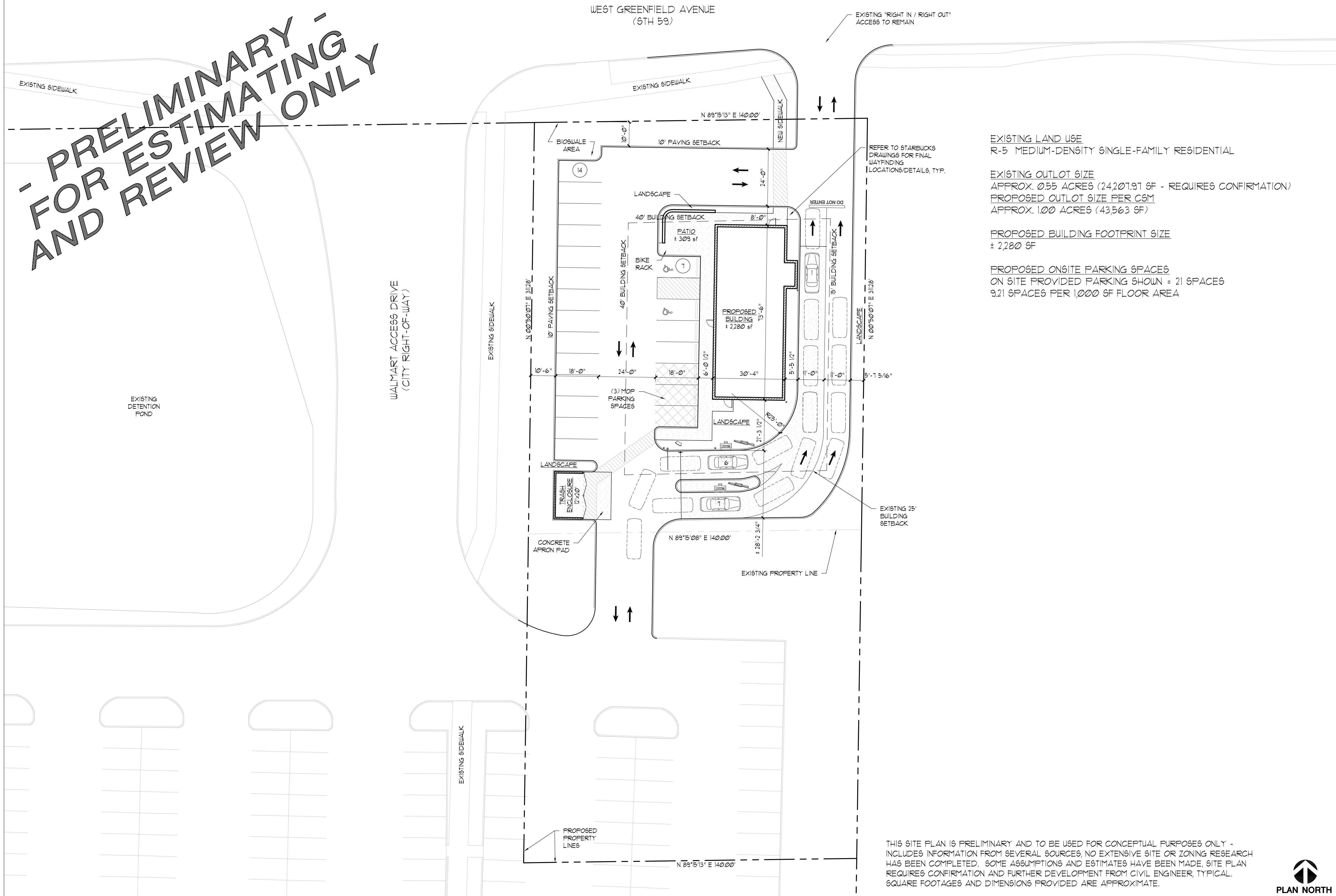
CONCEPTUAL
SITE PLAN

SP1.1-C

- PRELIMINARY -
NOT FOR CONSTRUCTION

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EXISTING LAND USE
R-5 MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL

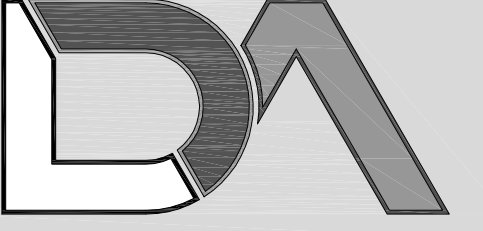
EXISTING OUTLOT SIZE
APPROX. 0.55 ACRES (24,207.91 SF - REQUIRES CONFIRMATION)
PROPOSED OUTLOT SIZE PER CSM
APPROX. 1.00 ACRES (43,563 SF)

PROPOSED BUILDING FOOTPRINT SIZE
± 2,280 SF

PROPOSED ONSITE PARKING SPACES
ON SITE PROVIDED PARKING SHOWN = 21 SPACES
9.21 SPACES PER 1,000 SF FLOOR AREA

THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

PLAN NORTH
SITE PLAN
1" = 20'
1



logic design & architecture, inc.

LogicDA.com | 414.909.0080

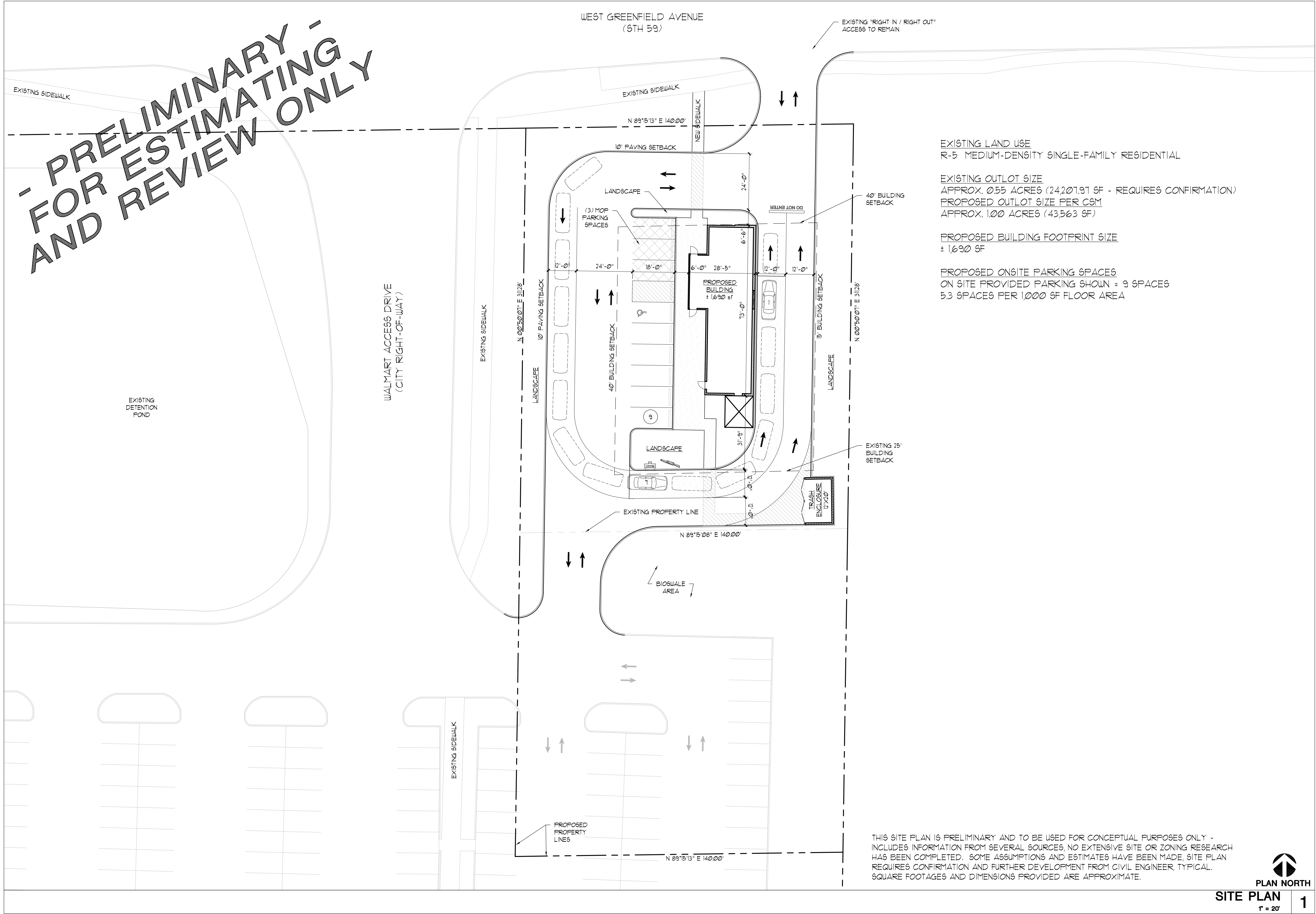
Project Manager: AJS
Job Number: 23-131

Additional Info	
Project Name	
Proposed Outlot QSR w/ DT Option 15201 W Greenfield Ave New Berlin, WI 53151	
Dates/Revisions	
06.16.20	6.24.20, 01.19.21 PRELIM. REVIEW SET
06.02.21	PRELIM. REVIEW SET
07.15.21	PRELIM. REVIEW SET
08.26.22	PRELIM. REVIEW SET
03.15.24	PRELIM. REVIEW SET
Drawing Title	
CONCEPTUAL SITE PLAN	
SP1.1-H	

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NOT FOR CONSTRUCTION

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- PRELIMINARY -
FOR ESTIMATING
AND REVIEW ONLY



EXISTING LAND USE
R-5 MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL

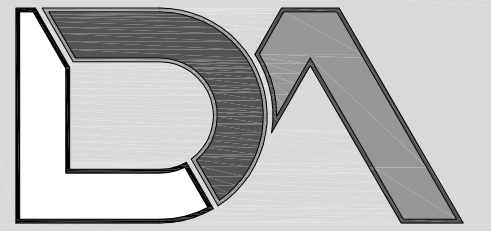
EXISTING OUTLOT SIZE
APPROX. 0.55 ACRES (24207.91 SF - REQUIRES CONFIRMATION)
PROPOSED OUTLOT SIZE PER CSM
APPROX. 1.00 ACRES (43563 SF)

PROPOSED BUILDING FOOTPRINT SIZE
± 1690 SF

PROPOSED ONSITE PARKING SPACES
ON SITE PROVIDED PARKING SHOWN = 9 SPACES
5.3 SPACES PER 1,000 SF FLOOR AREA

THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -
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HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

PLAN NORTH
SITE PLAN
1" = 20'
1



LogicDA.com | 414.909.0080
Project Manager: AJS
Job Number: 23-131

Additional Info

Project Name

Proposed Outlot
QSR w/ DT Option
15201 W Greenfield Ave
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Dates/Revisions

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08.26.22
PRELIM. REVIEW SET
03.15.24
PRELIM. REVIEW SET

Drawing Title

CONCEPTUAL
SITE PLAN

SP1.1-K

- PRELIMINARY -
NOT FOR CONSTRUCTION

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Signage shown as example only, final design/details submittal for AHJ approvals by tenants. Landscaping shown for reference only, refer to Landscape design drawings for final design & details



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Sample - Conceptual Elevation Example - Outlot

New Berlin WI | March 18th, 2024



ORDINANCE NO. 2695

Ordinance to rezone from B-1 (Shopping Center District) & R-5 (Medium-Density Single-Family Residential District) to B-1 (Shopping Center District) & B-2 (General Retail Sales and Service District)

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

SECTION I

The City of New Berlin, having received a petition from Yonatan Zvi to rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2:

LEGAL DESCRIPTIONS:**15201 W. Greenfield Avenue (Tax Key #: 1158.998)**

PT NW.25 SEC 2 T6N R20E COM IN LI 1364 FT W OF NE COR, TH W 140 FT, TH SLY 233 FT, TH E 140 FT, TH N 233 FT TO BGN EXC R2781 I22 RECORDED 11/11/98 FOR HWY DOC #4521326 10/19/2020

15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)

LOT 1 CSM #11117 REC AS DOC #4052448 CORRECTED BY DOC #4084725 BEING PT OF NW1/4 OF NW1/4 SEC 2 T6N R20E :: SUBJECT TO ACCESS EASEMENT RECORDED AS DOC #4654236 ON 3/1/2022

LANDS TO BE REZONED FROM R-5 TO B-2:

PT NW.25 SEC 2 T6N R20E COM IN LI 1364 FT W OF NE COR, TH W 140 FT, TH SLY 233 FT, TH E 140 FT, TH N 233 FT TO BGN EXC R2781 I22 RECORDED 11/11/98 FOR HWY DOC #4521326 10/19/2020

LANDS TO BE REZONED FROM B-1 TO B-2:

That part of Lot 1, Certified Survey Map 11117, recorded on November 6, 2023, as Document No. 4052448, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Northeasterly corner of said Lot 1, Certified Survey Map No. 11117; thence South 00°50'07" West along the easterly line of said Lot 138.30 feet to a point; thence South 89°15'13" West 140.00 feet to a point; thence North 00°50'07" East 138.30 feet to a point on the East line of Riverwood Lane; thence North 89°15'13" East along the North line of said Lot 140.00 feet to the point of beginning.

Said lands contain 19,355 Square Feet or 0.4443 Acres.

SECTION II

The matter came before the City Plan Commission which held a public hearing on the proposed rezoning on May 6, 2024 and recommended approval of said rezoning on June 3, 2024 subject to the application, plans on file, and an ordinance approved by the City Attorney, and the matter having been considered and the rezoning approved on June 11, 2024 by the Common Council.

SECTION III

The Common Council of the City of New Berlin does hereby approve the rezoning of the lands in the above-described property from B-1 and R-5 to B-1 and B-2 subject to the application and plans on file.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2695 on behalf of the City of New Berlin.

SECTION IV

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

SECTION V

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

SECTION VI

This ordinance shall take effect upon passage and publication of a summary notice as required by law, and the City Clerk shall so amend the Code of Ordinances and zoning map of the City of New Berlin and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 11th day of June, 2024.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Yonatan Zvi / 2-Lot Certified Survey Map		
LOCATION:	15201 W. Greenfield Avenue (Tax Key #: 1158.998) 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)		
REQUEST:	Approval of a 2-Lot Certified Survey Map		
REVIEW SCHEDULE:	CSM Received:	3/15/2024	
	Completeness Determination:	3/18/2024	
	90-day time limit expires:	6/16/2024	
	Final Common Council Action:	6/11/2024	
D.R.C. RECOMMENDATION:	Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001), subject to the application, plans on file and the following conditions:		
	1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing. 2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required. 3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits. 4. The applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel. 5. Approval of the Comprehensive Plan Amendment (see file #: CP-2400415) and Rezoning (see file #: RZ-2400416) is required prior to action on the Certified Survey Map. 6. Applicant shall dedicate the appropriate right-of-way. 7. Page 8: Change “Scott Schulpus, Member” to “Nikki Jones, Secretary”. 8. Page 8: Remove “...in accordance with the Resolution adopted on...”. 9. Page 8: Change “Rubina R. Medina, City Clerk, Secretary” to “Rubina Medina, City Clerk”. 10. Per 275-58C(2)(b) and 275-58C(2)(c) of the Zoning Code, provide a Traffic Impact Analysis that analyzes the potential for an access restriction because a right turn lane is not possible in relation to the signal, queueing required for the drive-through based on the proposed occupant, and the rezoning. It shall be submitted at the time of an application for a Use Approval. 11. A shared parking agreement is required at the time of an application for a Use Approval. 12. Per 275-57E(1), Driveways shall be set back a minimum of 5 feet from all side lot lines, except in the case of an approved joint or shared driveway. A shared access easement shall be shown on the CSM.		

13. Add the following notes to the face of the CSM:

- a. The shared property lines of Lot 1 and Lot 2 were granted approval of a 0' parking setback by the City of New Berlin via application # LD-2400417.
- b. Lot 1 shall retain use and maintenance of the parking and stormwater management features installed on Lot 2 as part of application # UA-13-035 approved by the City of New Berlin.

14. Plans shall be to scale.

15. Further site plan review will be required at the time of future development.

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of June 3, 2024

Yonatan Zvi / 2-Lot Certified Survey Map

15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)

DATE STAFF REPORT PREPARED: May 15, 2024

APPLICANT / OWNER(S): Yonatan Zvi / 15201 Greenfield LLC; Wal-Mart Real Estate Business Trust

REQUEST / DESCRIPTION OF PROJECT: Approval of a 2-Lot Certified Survey Map for the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001).

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 3/15/2024

DATE OF COMPLETENESS DETERMINATION: 3/18/2024

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 12/7/23, 12/13/23, 2/6/24, 5/13/24, as well as numerous phone calls

Site Visit(s): 4/15/24

CONCEPTUAL PLAN: Yes

SIZE OF DEVELOPMENT / PARCEL(S):

0.75 acres 15201 W. Greenfield Avenue (Tax Key #: 1158.998)

15.83 acres 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001)

CURRENT ZONING:

R-5 (Medium-Density Single-Family Residential District) 15201 W. Greenfield Avenue

B-1 (Shopping Center District) 15205 W. Greenfield Avenue

CURRENT LAND USE: Commercial/Residential

PROPOSED LOT SIZES:

Lot 1 15.35 acres

Lot 2 1.00 acres

PROPOSED ZONING: Applicant has filed an application for a Rezoning (see file # RZ-2400416).

Lot 1 B-1 (Shopping Center District)

Lot 2 B-2 (General Retail Sales and Service District)

PROPOSED LAND USE: Applicant has filed an application for a Rezoning (see file # RZ-2400416).

Lot 1 Commercial

Lot 2 Commercial

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: Commercial

Land Use: Commercial (City of Brookfield)

South: Zoning: R-m-1 PUD, I-1

Land Use: Vacant

East: Zoning: I-1

Land Use: Cemetery

West: Zoning: B-1 PUD, Rm-1 PUD

Land Use: Vacant

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 11: Neighborhood A: Greenfield Avenue:

Vision:

- Greenfield Avenue will be a mixed commercial and residential corridor, and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.

Development Policies:

- Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.
- Tighten non-conforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out non-conforming commercial uses over time.
- Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.
- Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.
- Encourage land combinations that accommodate future development options.

Land Use:

- Current Future Land Use Map: Suburban Commercial & Mixed Use Residential
- Proposed Future Land Use Map: Suburban Commercial

ZONING CODE (Chapter 275): Yes, this request meets the requirements of §275-34B(1) and §275-34B(2) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

REZONING REQUIRED: Yes, see file # RZ-2400416.

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: A Joint Public Hearing was held on May 6, 2024 for the Comprehensive Plan Amendment (see file #: CP-2400415) and Rezoning (see file #: RZ-2400416).

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: Not at this time, however, conceptual plans have been shared as part of this rezoning request. A separate Use, Site and Architecture application will be required for any proposed development.

Site Plan Required: Yes, see attached CSM.

Architectural Review Required: Not at this time, however, conceptual plans have been shared as part of this rezoning request.

PROPOSED ARCHITECTURE: Conceptual plans have been shared as part of this rezoning request.

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: Site slopes to the north towards Greenfield Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A

Wildlife Habitat Protection: N/A

Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: No impact.

STORMWATER MANAGEMENT / DRAINAGE PLAN: Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development.

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: Yes

Basin Capacity Available: Yes

Adequate Linkage: Yes

Onsite System Required: No

WATER USAGE CALC.: Will be reviewed at the future Use, Site and Architectural application submittal.

TRAFFIC IMPACT: N/A for the CSM.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION (15201 W. GREENFIELD AVENUE):

1955 Building permit for home.

5/6/2024 Plan Commission public hearing for Comprehensive Plan Amendment CP-2400415.

5/6/2024 Plan Commission public hearing for Rezoning RZ-2400416.

PREVIOUS ACTION (15205 W. GREENFIELD AVENUE):

1/7/2013 Plan Commission public hearing for Comprehensive Plan Amendment CP-12-001.

1/7/2013 Plan Commission public hearing for Rezoning RZ-12-006.

5/6/2013 Plan Commission recommend approval of Comprehensive Plan Amendment CP-12-001 via Resolution # 13-01.

5/6/2013 Plan Commission recommend approval of Rezoning RZ-12-006.

5/6/2013 Plan Commission recommend approval of Land Division LD-12-006.

5/14/2013 Common Council approval of Comprehensive Plan Amendment CP-12-001 via Ordinance # 2504.

5/14/2013	Common Council approval of Rezoning RZ-12-006 via Ordinance # 2505.
5/14/2013	Common Council approval of Land Division LD-12-006.
7/1/2013	Plan Commission approval of Use, Site and Architecture UA-13-035.
8/12/2013	Plan Commission recommend approval of Comprehensive Plan Amendment CP-12-001 via Resolution # 13-02.
8/12/2013	Plan Commission recommend approval of Rezoning RZ-12-006.
8/12/2013	Plan Commission recommend approval of Land Division LD-12-006.
8/27/2013	Common Council approval of Comprehensive Plan Amendment CP-12-001 via Ordinance # 2510.
8/27/2013	Common Council approval of Rezoning RZ-12-006 via Ordinance # 2509.
8/27/2013	Common Council approval of Land Division LD-12-006.
5/6/2024	Plan Commission public hearing for Rezoning RZ-2400416.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

1. The applicant has simultaneously applied for a Comprehensive Plan Amendment (see file #: CP-2400415) and Rezoning (see file #: RZ-2400416). Action for these applications is anticipated for the June 3, 2024 Plan Commission meeting.
2. The existing principal use for Lot 2 is Residential. The building is currently unoccupied. The property owner of Lot 2 intends to develop the site for Commercial Use, with the possibility of a quick service restaurant with a drive thru option.
 - a. The existing water lateral servicing Lot 2 shall be abandoned at Greenfield Ave.
3. The existing principal use for Lot 1 is Commercial. Walmart occupies the building. Lot 1 will continue as a commercial use.
4. A shared parking agreement with Walmart is required.
5. Per 275-57E(1), Driveways shall be set back a minimum of 5 feet from all side lot lines, except in the case of an approved joint or shared driveway. A shared access agreement with Walmart is required.
6. A future Use Approval submittal is anticipated to request a 0' parking setback from the lot lines.
7. Per §275-34D, the minimum lot area is 10 acres and the minimum lot width is 200' in the B-1 District. Proposed Lot 1 meets the minimum lot dimensions.
8. Per §275-34D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the B-2 District. Proposed Lot 2 meets the minimum lot area and is not making the lot width any more non-conforming.

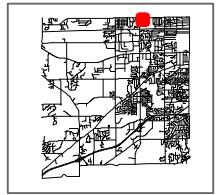
D.R.C. RECOMMENDATION:

Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001), subject to the application, plans on file and the following conditions: **See Executive Summary.**

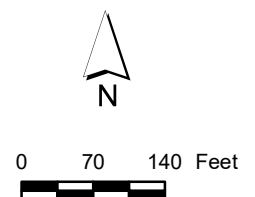
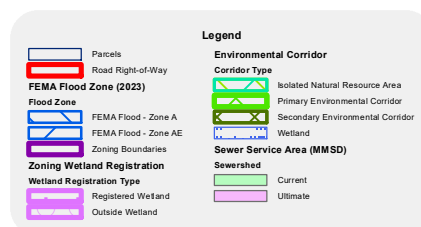
ATTACHMENTS:

Location Map
CSM

CP-2400415, RZ-2400416 & LD-2400417
15201 Greenfield LLC
(Quick Service Restaurant with Drive Thru Option)
15201 W Greenfeild Ave & 15205 W Greenfield Ave



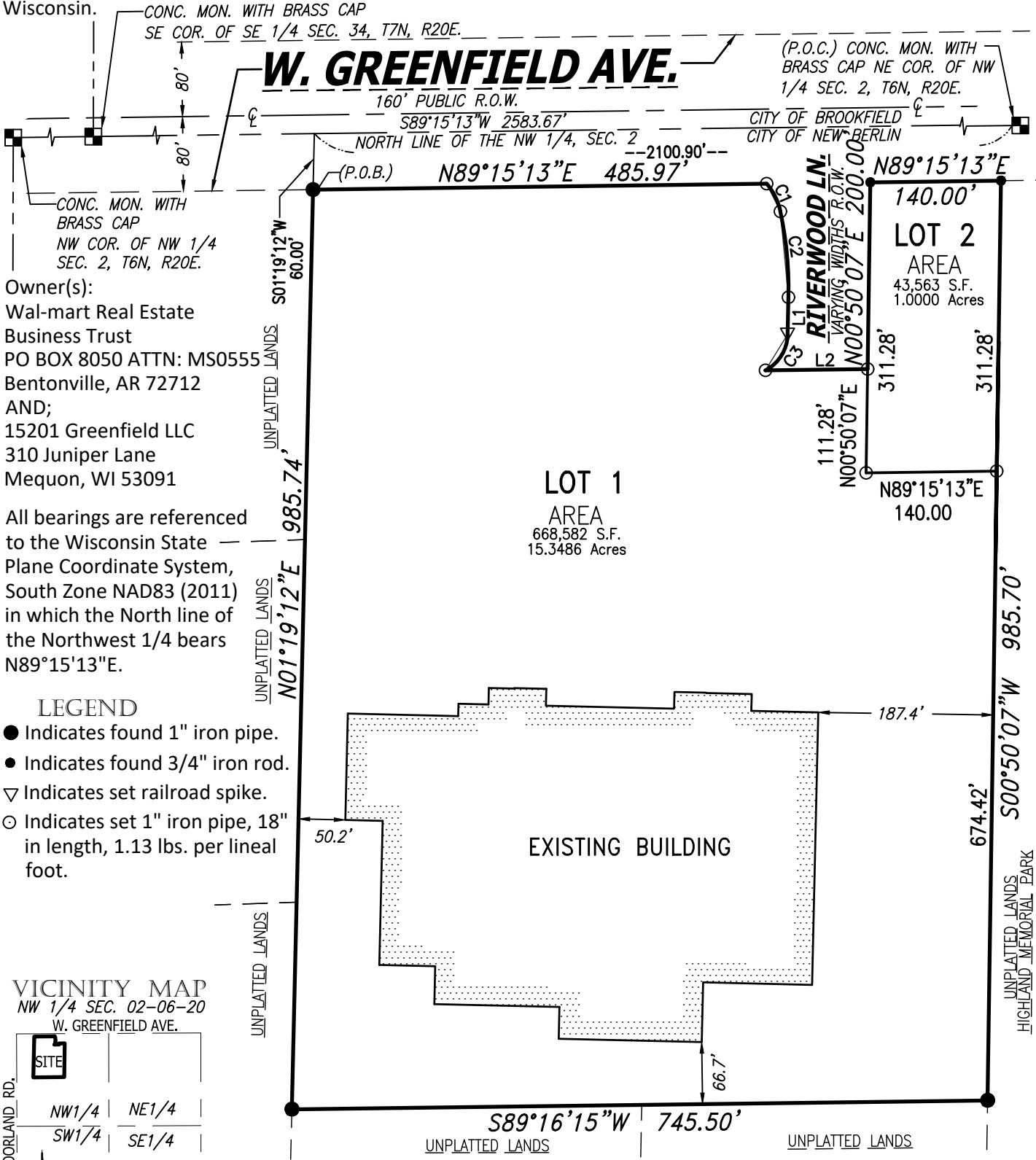
City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org



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CERTIFIED SURVEY
MAP NO. _____

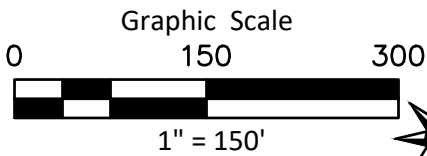
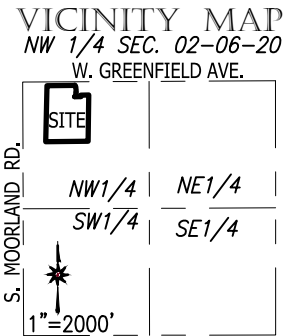
A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.



Owner(s):
Wal-mart Real Estate
Business Trust
PO BOX 8050 ATTN: MS0555
Bentonville, AR 72712
AND;
15201 Greenfield LLC
310 Juniper Lane
Mequon, WI 53091

All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone NAD83 (2011) in which the North line of the Northwest 1/4 bears N89°15'13"E.

- LEGEND
- Indicates found 1" iron pipe.
 - Indicates found 3/4" iron rod.
 - ▽ Indicates set railroad spike.
 - Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.

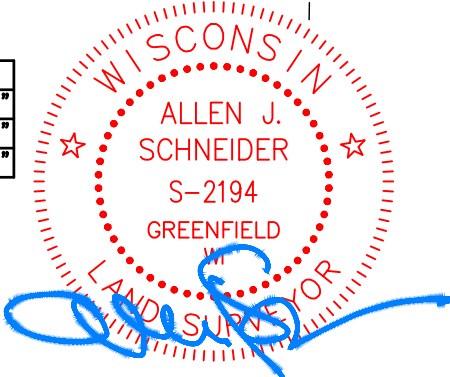


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CURVE DATA					
CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	33.52'	67.50'	S26°21'50"E	33.17'	28°45'17"
C2	92.55'	392.50'	S05°25'52"E	92.34'	13°51'01"
C3	47.46'	44.50'	S31°45'35"W	45.24'	61°10'69"

LINE TABLE		
LINE	BEARING	DIST.
L1	S01°19'19"W	39.85'
L2	N89°15'22"E	109.55'



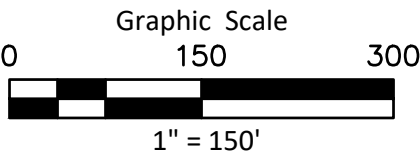
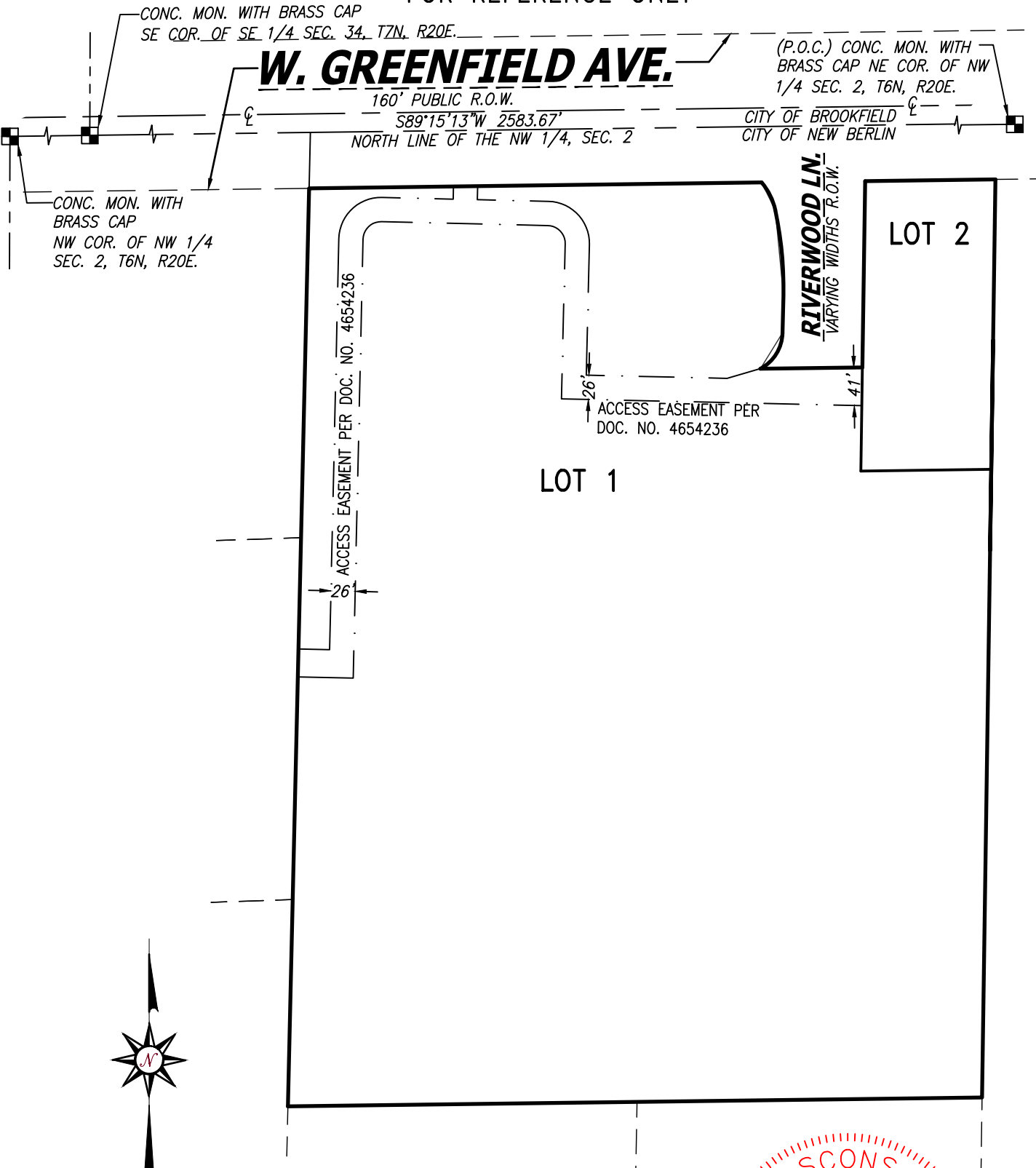
This instrument was drafted by Allen J. Schneider Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 1 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

EXISTING EASEMENT DETAILS
FOR REFERENCE ONLY



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234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 2 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
 :SS
MILWAUKEE COUNTY}

I, ALLEN J. SCHNEIDER, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped that part of a division of Lot 1, Certified Survey Map No. 11117 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast Corner of said Northwest 1/4 of Section 2, Township 6 North, Range 20 East; thence South 89°15'13" West along the North line of said 1/4 Section 2100.90 feet to a point; thence South 01°19'12" West 60.00 feet to the point of beginning of the lands to be hereinafter described:

Thence North 89°15'13" East parallel with the North line of said Section 485.97 feet to a point; thence Southeasterly 33.52 feet along an arc of a curve, whose radius is 67.50 feet, whose center lies to the Southwest, and whose chord bears South 26°21'50" East 33.17 feet to a point; continue Southeasterly 92.55 feet along an arc of a curve, whose radius is 392.50 feet, whose center lies to the Southwest, and whose chord bears South 05°25'52" East 92.34 feet to a point; thence South 01°19'19" West 39.85 feet to a point; thence Southwesterly 47.46 feet along an arc of a curve, whose radius is 44.50 feet, whose center lies to the Northwest, and whose chord bears South 31°45'35" West 45.24 feet to a point; thence North 89°15'22" East 109.55 feet to a point; thence North 00°50'07" East 200.00 feet to a point on the South line of West Greenfield Avenue; thence North 89°15'13" East along said South line 140.00 feet to a point; thence South 00°50'07" West 985.70 feet to a point; thence South 89°16'15" West 745.50 feet to a point; thence North 01°19'12" East 985.74 feet to the point of beginning.

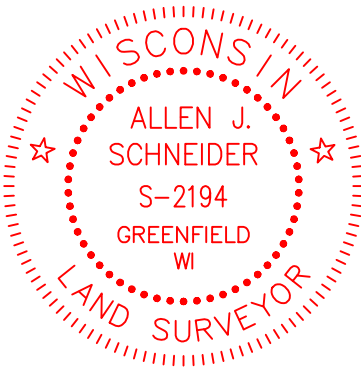
Said lands contain 712,145 Square Feet or 16.3486 Acres.

THAT I have made the survey, land division and map by the direction of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST and 15201 GREENFIELD LLC., owners.

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the Land Division Regulations of the City of New Berlin in surveying, dividing and mapping the same.

March 13, 2024
DATE





ALLEN J. SCHNEIDER
PROFESSIONAL LAND SURVEYOR S-2194

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

STATE OF _____ }
 :SS
 _____ COUNTY }

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, a trust duly organized and existing under and by virtue of the laws of the State of _____, certifies that said trust caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of New Berlin and Chapter 236 of the Wisconsin Statutes.

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of New Berlin.

IN WITNESS WHEREOF, WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, has caused these present to be signed by the hand of _____, on this _____, day of _____, 2024.

WAL-MART REAL ESTATE BUSINESS TRUST,
A DELAWARE STATUTORY TRUST.

By: _____

Its: _____

STATE OF _____ }
 :SS
 _____ COUNTY }

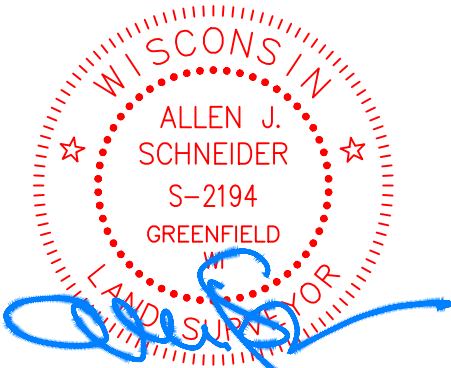
Personally came before me this ____ day of _____, 2024, _____, the _____ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: _____

Notary Name: _____

Notary Public, State of _____. My commission expires: _____

(Notary Seal)



234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 4 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

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CONSENT OF CORPORATE MORTGAGEE

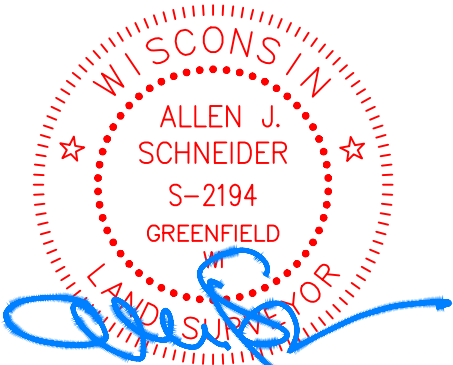
_____, a _____ banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, OWNER.

By _____ Its
Name: _____
Title: _____

STATE OF _____ }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



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LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 5 of 8 Sheets
12

CERTIFIED SURVEY MAP NO. _____

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CORPORATE OWNER'S CERTIFICATE

STATE OF _____ }
 :SS
 _____ COUNTY }

15201 GREENFIELD LLC., a corporation duly organized and existing under and by virtue of the laws of the State of _____, certifies that said corporation caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of New Berlin and Chapter 236 of the Wisconsin Statutes.

15201 GREENFIELD LLC., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of New Berlin.

IN WITNESS WHEREOF, 15201 GREENFIELD LLC., has caused these present to be signed by the hand of _____, on this _____, day of _____, 2024.

15201 GREENFIELD LLC.
By: _____
Its: _____

STATE OF _____ }
 :SS
 _____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, the _____ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: _____
Notary Name: _____
Notary Public, State of _____. My commission expires: _____
(Notary Seal)



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 6 of 8 Sheets

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1, Certified Survey Map No. 11117 recorded on November 6, 2013, as Document No. 4052448 and unplatted lands all in the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

_____, a _____ banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of 15201 GREENFIELD LLC., OWNER.

By _____ Its

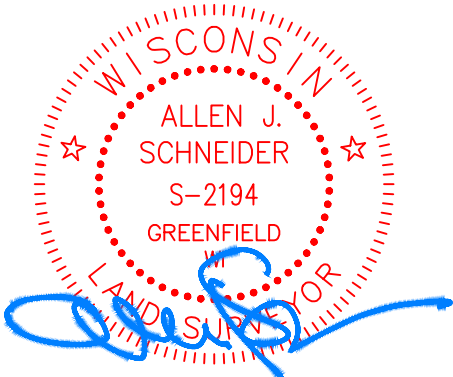
Name: _____

Title: _____

STATE OF _____ }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2024, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



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PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of New Berlin on this ____ day of _____, 2024.

DAVID AMENT, CHAIRPERSON, MAYOR

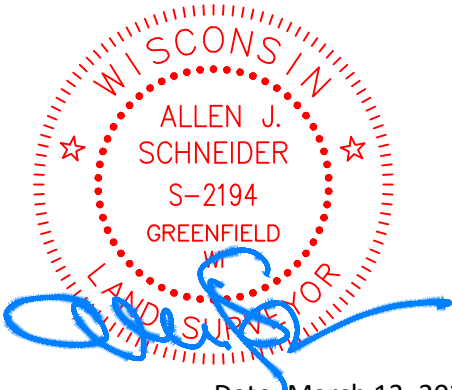
SCOTT SCHULPIUS, MEMBER

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED by the Common Council of the City of New Berlin in accordance with the Resolution adopted on this ____ day of _____, 2024.

DAVID AMENT, COUNCIL PRESIDENT

RUBINA R. MEDINA, CITY CLERK, SECRETARY



CHAPUT
LAND SURVEYS

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Milwaukee, WI 53204
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Professional Land Surveyor S-2194

Date: March 13, 2024
Survey No. 5397.00-tjs
Sheet 8 of 8 Sheets
15

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: Austin Workman with Workman Meadows LLC / Rezoning

LOCATION: Approximately 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001)

REQUEST: Petition to rezone the property located at approximately 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 & C-2 to M-1 (to remove the C-1 Zoning District).

D.R.C. RECOMMENDATION: Recommend to Common Council adoption of Ordinance # 2692 that approves the rezoning of the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 & C-2 to M-1 (to remove the C-1 Zoning District).

.

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of June 3, 2024

**Austin Workman with Workman Meadows LLC / Rezoning
Approximately 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and
1167-996-001)**

DATE STAFF REPORT REVISED: May 6, 2024

APPLICANT / OWNER(S): Austin Workman with Workman Meadows, LLC / Workman Meadows, LLC

REQUEST/DESCRIPTION OF PROJECT: Petition to rezone the property located at approximately 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 & C-2 to M-1 (to remove the C-1 Zoning District).

DATE OF APPLICATION: 3/20/2024

DATE OF COMPLETENESS DETERMINATION: 3/20/2024

Application Check List Enclosed: No

PRE-APPLICATION CONFERENCE HELD: Yes

(Date(s) of Meeting(s): Several meetings over the past year.

Site Visit(s): Several over the past few years for NR135 compliance and the most recent visits on 4/25/2024.

CONCEPTUAL PLAN: Yes, a plan has been submitted as to how the site will be developed. (See File #: UA-2400449).

SIZE OF DEVELOPMENT / PARCEL(S):

Total Area – 139.14 Acres

Tax Key #'s:

1172-998 – 16.76 Acres

1172-998-003 – 48.73 Acres

1172-994 – 4.32 Acres

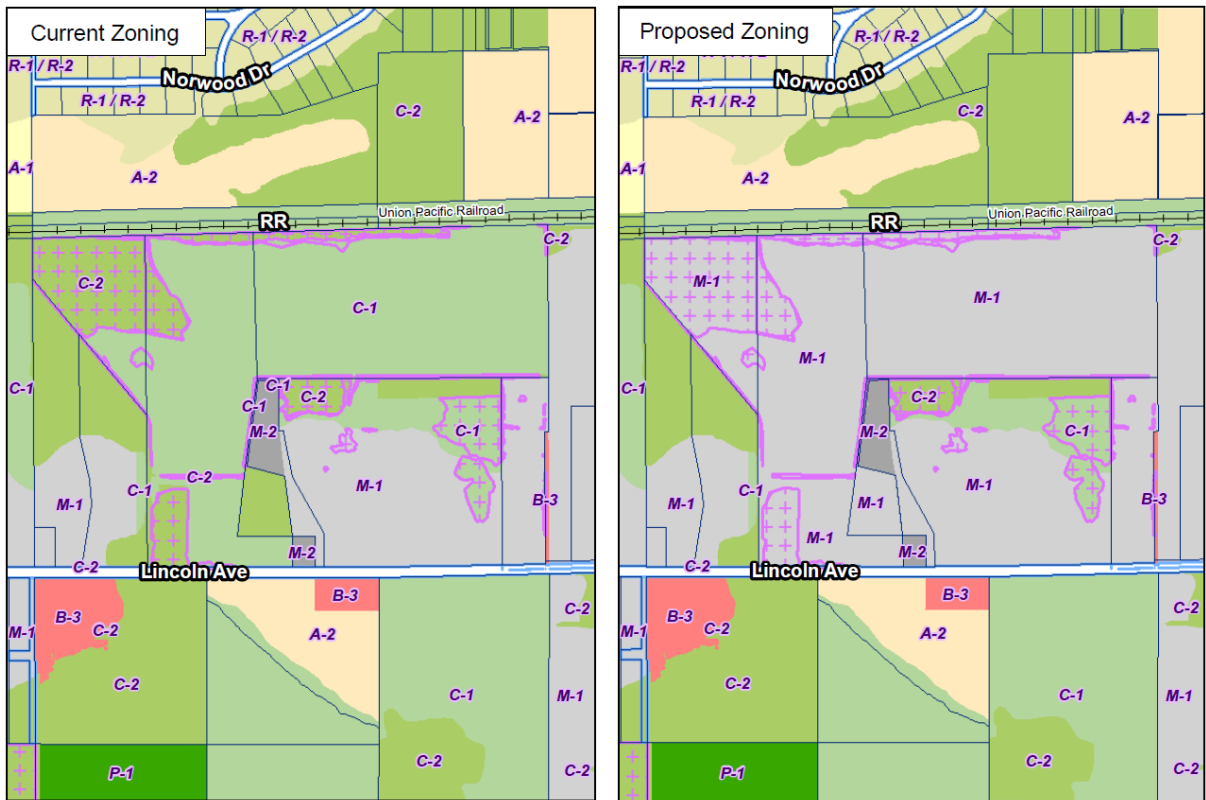
1167-996-001 – 59.33 Acres

CURRENT ZONING: C-1 (Upland Resource Conservancy District) and C-2 (Shoreland Wetland Holding District)

CURRENT LAND USE: Former quarry & sod farm / Certified Products

PROPOSED ZONING: M-1 (Light Manufacturing District), C-2 areas that are wetlands will be registered on the City's Zoning map.

Zoning Comparison Map



PROPOSED LAND USE: The applicant is proposing to construct a multi-user industrial building with outdoor storage for businesses. The applicant is interested in developing the site for future M-1 uses. (See File #: UA-2400449).

PROPOSED LOT SIZE: N/A

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: C-1	Land Use:	Union Pacific Railroad / Wisconsin Electric Power Company
South: Zoning: C-1/C-2/M-1	Land Use:	Richard Krahn (Storage Building)/Multi-tenant Industrial Building/New Berlin Grading
East: Zoning: M-1	Land Use:	ABB
West: Zoning: M-1/C-2/C-1	Land Use:	New Berlin Grading/Workman Estates, LLC

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

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

Planning Context:

- *The West Lincoln Avenue area offers a unique set of challenges for balancing development with preservation. Considered to be an industrial zone, this area is a mix of industrial, conservation, residential, and agricultural zoning. It is not served by public utilities, and some sites may have restrictions for septic systems due to the years of soils disturbance from sod farms, peat mining and fill operations. Much of the area is in a floodplain, and the railroad is currently a barrier to the north. Water for fire protection will need to be addressed as public water is not available in this area.*
- *While there are various barriers to development, the Lincoln Avenue corridor is designated for future industrial developments and has the potential to accommodate some of the forecasted job demand for the City. The area is near the interstate and adjacent to existing industrial parks. The rail line could be an asset for new businesses that locate in the corridor. The City recognizes that major changes in this area will involve overcoming substantial barriers, ensuring due diligence on the part of property owners, and requiring detailed planning so that proper land uses are established.*
- *The vision for the West Lincoln Avenue area is to develop it into a unique business park environment with campus settings designed around environmentally sensitive areas. Clean, environmentally sensitive light industrial and office parks will be encouraged. Private on-site wastewater treatment systems will need to be evaluated on a site-by-site basis. Larger assemblages of environmentally sensitive or floodplain areas will be preserved as either publicly or privately owned open space. The farthest western portion of Lincoln Avenue is designated for country residential developments. Potential uses along this corridor could include corporate headquarters, business offices, or uses needing railroad access.*

Vision:

- *Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.*
- *Larger assemblages of environmentally sensitive or floodplain areas will be preserved as either publicly or privately owned open space.*

West Lincoln Avenue Policies:

- *Given the substantial barriers to planning and development, a separate plan should be established for the West Lincoln Avenue corridor that recognizes the long-term commitment on the part of the City.*
- *Public sanitary sewer service shall not be extended into this area, with the exception of parcels designated to be within the Urban Service Area Boundary as amended by the City.*
- *Development along Lincoln Avenue shall not occur until the following conditions are met: any proposed development shall dedicate the proper road right of way; shall adhere to the Rural Design Cross sections identified in the Developer's Handbook for any necessary roadway improvements and shall provide field delineations when required to do so by Code. In addition, stormwater drainage and floodplain issues are to be accommodated; a reclamation plan needs to be on file by an Engineer certifying the bearing capacity; utilities are available (adequate plan for sewer and water); and groundwater, floodwater, and stormwater have been adequately accommodated. If sewer and water are not provided, businesses that have a low intensity and do not require sewer should be targeted.*

Alternative techniques for water will need to be explored to provide for fire safety and building code requirements.

- *Larger assemblages of properties should be the priority for this corridor. Pull land together in larger components rather than in a piecemeal fashion. Agreements should be sought among landowners to come together when projects arise.*
- *Any future development requiring coordinated access in this area may require the applicants to submit a surety instrument to the City to cover future public improvements and cost contributions.*

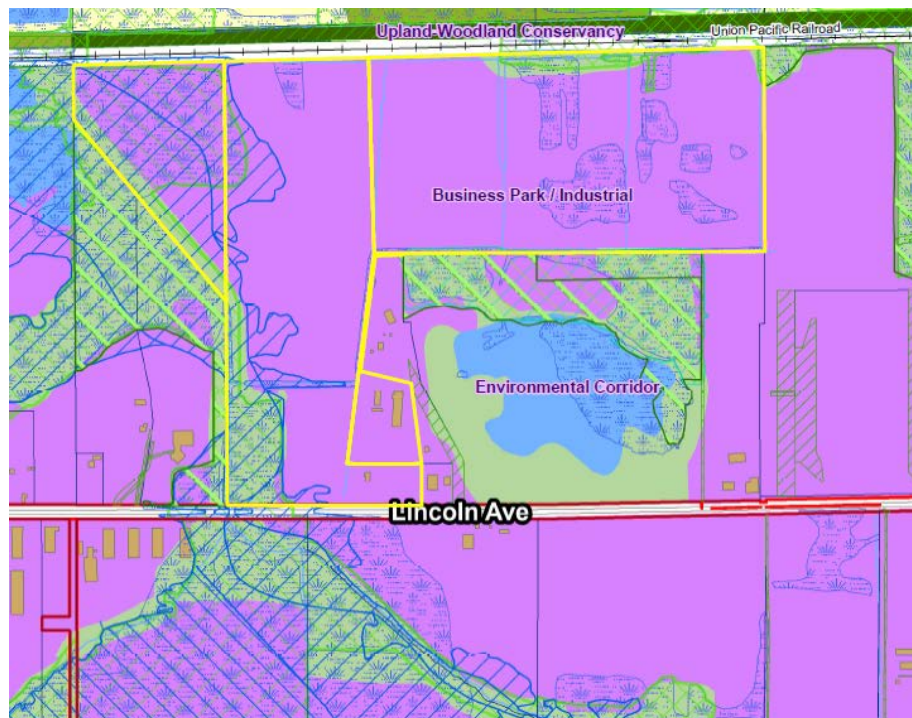
Economic Development:

- *Economic development for Neighborhood B focuses primarily on business park / light industrial opportunities along Lincoln Avenue, housing development, and limited commercial development that has an agrarian or natural emphasis.*

Land Use:

- *Future Land Use Map: Business Park / Industrial*

Future Land Use Map – See also historical development plans for New Berlin in attachments.



ZONING CODE (CHAPTER 275): Yes, will meet all the requirements of Chapter 275-35B(4) and Chapter 275-37B(3) & (4) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

PUBLIC HEARING REQUIRED: Yes, May 6, 2024

CONDITIONAL USE REQUIRED: No

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: Yes, see applicant's separate application request, File #: UA-2400449. The site plan and elevations are attached.

Site Plan Required: Yes, the property and wetland boundaries have been surveyed and a plan has been included.

Architectural Review Required: N/A

PROPOSED ARCHITECTURE: See attached building elevations.

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, Primary Environmental Corridor and Isolated Natural Resources Area. SEWRPC reviewed the corridors and provided a letter dated March 14, 2023.

Wetland On Property: Yes, a wetland delineation report has been prepared by Heartland Ecological Group Inc. dated November 4, 2022. Wetlands will be registered on the City's Zoning map.

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

NRCS Map Classification: N/A

Floodplain: Yes

Topography / Geologic: Site is fairly flat then slopes towards the rear of the property towards the creek.

ALTERNATIVE TRANSPORTATION PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements necessary.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Not applicable for rezoning. However, the applicant has submitted a Use Approval request for the site (See File #: UA-2400449). Any future work shall be approved by DCD prior to work occurring on site and will require an erosion control plan.

Woodland, Tree, and Vegetation Protection: Not applicable for rezoning.

Wildlife Habitat Protection: Not applicable for rezoning.

Wildlife Management Plan: Not applicable for rezoning.

ENVIRONMENTAL IMPACT: The applicant has submitted a wetland delineation report completed by Heartland Ecological Group Inc. dated November 4, 2022. Wetlands will be registered on the City's Zoning map.

STORM WATER MANAGEMENT / DRAINAGE PLAN: Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development. Applicant has submitted a Use Approval request for the site (See File #: UA-2400449). They have included a storm water plan for this area prepared by Trio Engineering LLC dated September 28, 2023.

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: No

Basin Capacity Available: No

Adequate Linkage: N/A

Onsite System Required: Yes

WATER USAGE CALC.: Not applicable as this is a rezoning. Will be determined at the time of building permit.

TRAFFIC IMPACT: No additional impact. Will be reviewed with future business requests.

SCHOOL DISTRICT IMPACT: N/A

PREVIOUS ACTION: (Recent history provided only)

08/11/08 Public Hearing regarding Certified Products reclamation & restoration plan.
09/15/08 Plan Commission approval of reclamation & restoration plan and future land use options.
4/12/2021 Certified Products was purchased by Workman Enterprises, LLC. The CU-02-03 Ownership Change is attached.
4/4/2022 Violation letter issued by the City of New Berlin to Worman Meadows LLC. This application request will help with the resolution of the violations outlined in this letter.
5/6/2024 Plan Commission held a public hearing.

CONSISTENCY WITH PREVIOUS ACTION: Yes, based on the compliance letters, this was a required step if the applicant desired to remove the NR 135 classification to continue to have additional business opportunities, like what was outlined in the zoning compliance letters. They are no longer mining peat from this location. See attached documents.

FINDINGS:

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

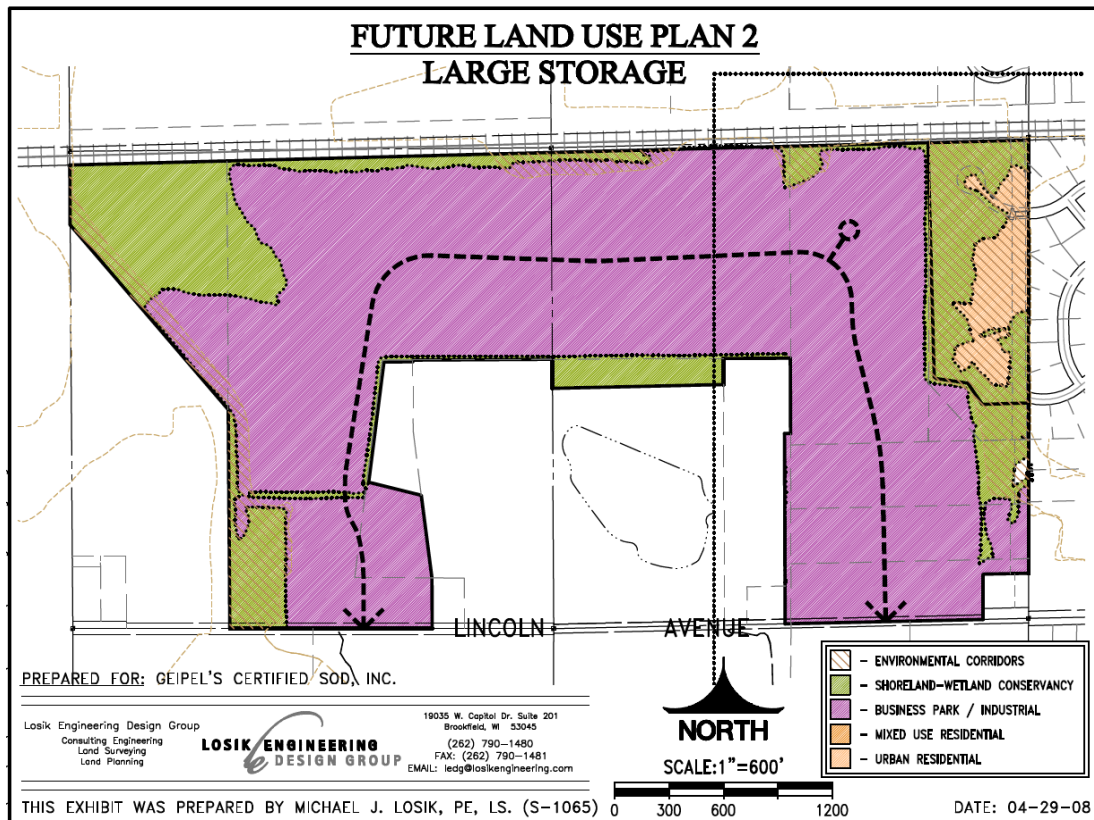
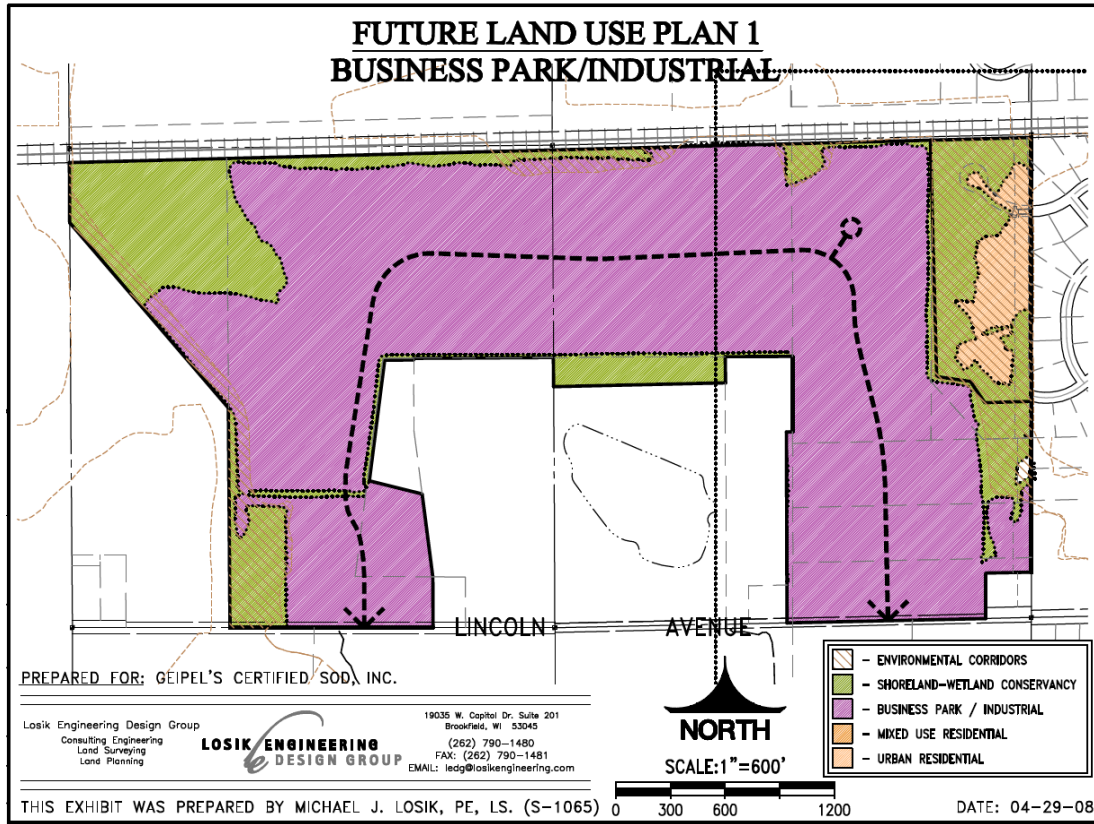
(a) The proposed rezoning is consistent with the Comprehensive Plan and the stated purposes of chapter 275;

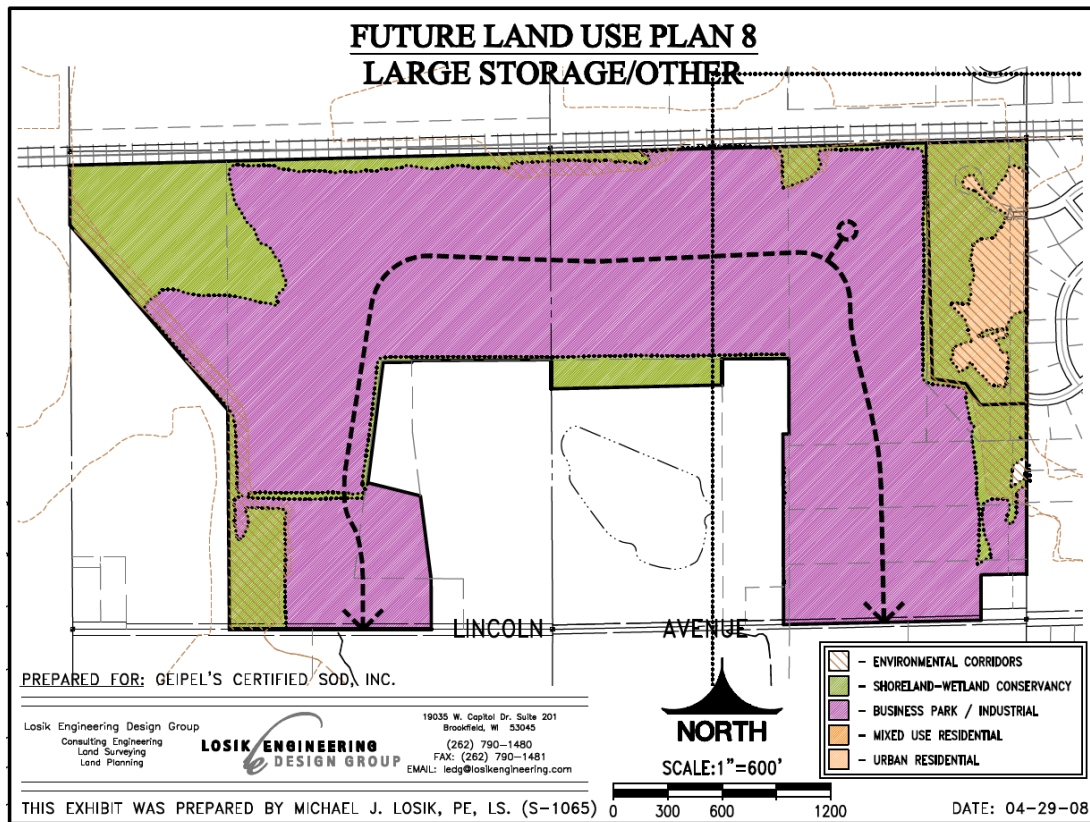
- The Future Land Use map identifies this area as Business Park / Industrial. This rezoning request is consistent. The wetland registration is in accordance with Section 275-37F of the Zoning Code.

Upon reviewing SEWRPC's Natural Resource Inventory Composite Maps, Wetland Report, annual DCD site visit for compliance with NR 135 reclamation steps, staff's determination is that no significant natural resource exists in the areas of C-1 that are proposed to be rezoned to M-1. These areas have been graded and filled over the years. Staff visited this site annually each summer to check for compliance with the reclamation plan on file.

Many of the resources that may have once been there have been disturbed by the owner(s) for many years. In order to further protect this area, DCD Staff is recommending the use of a Conservation Easement be used to protect the area as outlined on the proposed site plan.

- A public hearing was held before the Plan Commission on August 11, 2008 regarding the Plan of Operation and Reclamation Plan for Certified Products including the properties that are part of this rezoning petition. The Plan Commission, at that time, reviewed eight (8) different post-mining conceptual land use options. The Plan Commission on September 15, 2008 approved the Plan of Operation but also Options 1, 2 and 8 as their preferred post-mining land use scenarios. The approved scenarios, as approved, were as follows: Option # 1: Business Park/Industrial, Option # 2: Large Storage and Option # 3: Large Storage/Other. All of these options are consistent with the future land use designation of Business Park/Industrial.





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

- Yes, the proposed rezoning is compliant.

- Private on-site systems will be required.

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

- Yes, the proposed rezoning is compliant.

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

- Yes, the proposed rezoning is compliant. The applicant has field delineated the wetland on this parcel and they have been registered on the City's Zoning Map.

- A soil evaluation report has been submitted to indicate the soils have been shown to be suitable for typical business buildings with proper engineering measures.

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

- Yes, is compliant. A soil evaluation report has been submitted; the soils have been shown to be suitable for typical business buildings with proper engineering measures.

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

- No, it will not be a spot zoning. It will be consistent with the surrounding M-1, C-1 and C-2 Zoning Districts and the Future Land Use map.

- The C-1 was an overlay that was placed on this land during the citywide rezoning.

- A historical review of several documents indicates that this land was intended to have a future land use of "Business Park/Industrial". The review includes the following documents:

- ✓ **1961 Land Development Plan;**
- ✓ **SEWRPC Land Use & Urban Design Plan for the City of New Berlin: 2010;**
- ✓ **Growth & Development Master Plan Update – 2001; and**
- ✓ **Comprehensive Plan**

(g) *The proposed rezoning is the minimum action necessary to accomplish the intent of the petition, and an administrative modification, variance, or Conditional Use Permit could not be used to achieve the same result.*

- Yes, per Section 275-37F, the applicant is required to field delineate wetlands and register them with the City.

- Commercial business and/or grading and filling plans are not typically allowed uses within the C-1 District.

2. Per Section 275-37B(3)(b) of the Zoning Code the applicant shall address all of the items below. The applicant has submitted information to address each point below.

[1] Petitions to remove the C-1 Zoning District. The original boundaries of the C-1 Zoning District were identified using aerial photography and were not field-verified. Petitions to remove any C-1 zoned lands shall identify that there are no significant resources, as described in 275-37B(3)(a) and (b), being protected. The applicant shall submit, at a minimum, the following information:

[a] The applicant shall supply soil boring tests to the City along with a report identifying the findings. Findings shall include:

[i] Soil suitability for the construction of buildings.

[ii] Soil report indicating whether the soils are capable of supporting buildings.

[iii] Presence of high groundwater.

[iv] Any other unique or limiting soil characteristics (i.e., peat, bedrock, etc.).

[b] The applicant shall verify with City staff the most-recent copy of the SEWRPC Environmental Corridor Maps along with any historical data, including but not limited to

historical aerial photos, drain tile data, etc.

[c] Any primary environmental corridor, secondary environmental corridor and isolated natural resources areas shall be field-verified in accordance with § 275-37D(6). The applicant shall provide a concurrence letter from the Southeast Wisconsin Regional Planning Commission.

[d] Complete an endangered species review with the Wisconsin Department of Natural Resources.

[e] Map of existing floodplain areas.

[2] If there are remaining C-1 lands after the modification, those lands shall be placed within a conservation easement.

3. A wetland delineation report has been prepared by Heartland Ecological Group dated November 4, 2022, per Section 275-37F of the Zoning Code. DCD Staff have also made several site visits to the site over the past several years.
 - a. The proposed development will maintain and protect most of the existing wetlands on the site.
4. Since the applicant is proposing to maintain the natural resources, there should be no impact as a result of future development.
5. The applicant has submitted the March 8, 2024 Geotechnical Engineering Site Feasibility Study prepared by Giles Engineering Associates, Inc. The site has been investigated to determine the feasibility of constructing the proposed development as shown on the current plans. The result of this analysis is that it is feasible to build the proposed building, parking and storm water facilities on this site. There will be some additional compaction, undercutting and/or possible geo-piers needed as part of any future foundations as part of the construction of the site.
6. Given the above information, the area being proposed to be rezoned to M-1 can support business uses/buildings with proper additional Geotech analysis and engineering measures.
7. A public hearing was held before the Plan Commission on August 11, 2008, regarding the Plan of Operation and Reclamation Plan for Certified Products including the properties that are part of this rezoning petition. The Plan Commission, at that time, reviewed eight (8) different post-mining conceptual land use options. The Plan Commission on September 15, 2008, approved the Plan of Operation but also Options 1, 2 and 8 as their preferred post-mining land use scenarios. The approved scenarios, as approved, were as follows: Option # 1: Business Park/Industrial, Option # 2: Large Storage and Option # 3: Large Storage/Other. All these options are consistent with the future land use designation of Business Park/Industrial.
8. The application's engineer has submitted a report dated March 15, 2024, for Workman Meadows (also known as Certified Sod, Inc.) Reclamation & Restoration completion plan. The report serves as confirmation for the completion of non-metallic reclamation and restoration (per Zoning Code Section 275-65.17) on the following parcels: Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001). The reclamation and restoration efforts on these parcels are outlined in the Reclamation & Restoration Plan by Losik Engineering, dated 4/29/2008. The identified parcels have been substantially filled, stabilized, and vegetated in accordance with the reclamation plans.
 - a. As part of the NR 135 permit that the previous owner, Mr. Geipel had for this site, DCD staff has visited this site each year. The site tour typically involves a tour of the entire site.
9. The following recommendations are from the Economic Development element of the City's Comprehensive Plan: *"Currently, West Lincoln Avenue is considered to be a future mix of light industrial, office and business park uses in campus-like settings with significant preservation efforts in areas with environmental corridors and isolated natural features. Land assemblage should be large*

scale and master-planned instead of piecemeal. However, before these uses are implemented, all infrastructure and access issues need to be resolved.”

D.R.C. RECOMMENDATION:

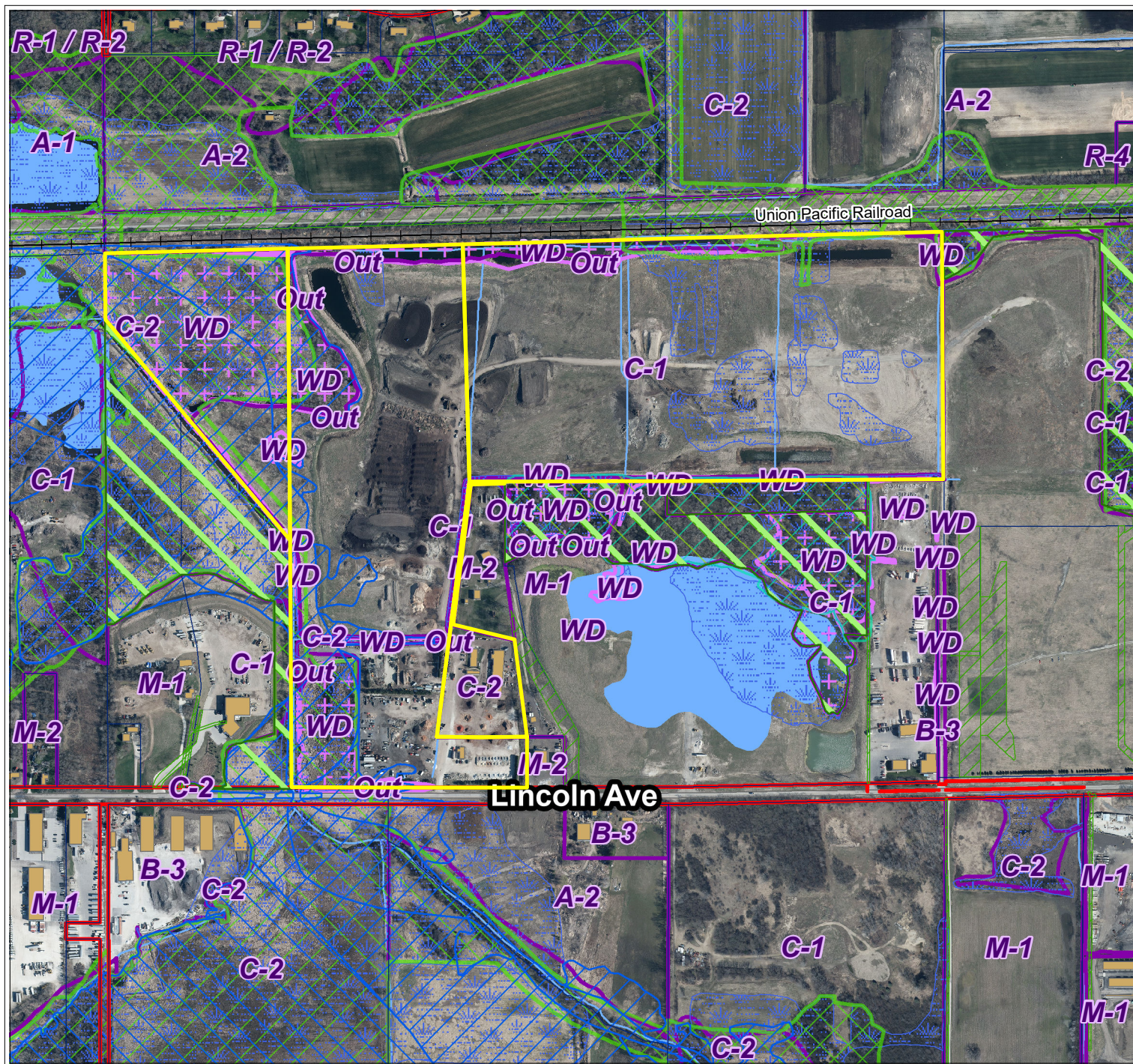
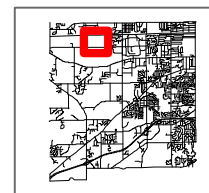
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See Executive Summary.

Attachments:

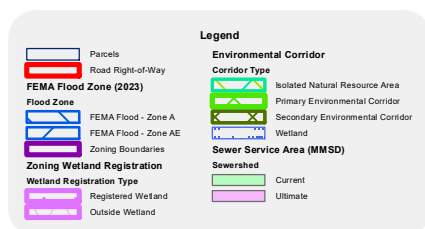
Location Map
Zoning Comparison Map
Historical Future Land Use Document Review
Permit CU-02-03 Ownership Change
Incomplete Application Determination Letter dated November 30, 2023
Code Compliance Letter dated April 4, 2022
Plan of Operation Letter
Development Plans
NR 135 Completion Letter / Memo
Ordinance #: 2692

The following are on file in the Department of Community Development office:

Wetland Report
Soil Report
PC Approved Land Use Options 1, 2 and 8 / Reclamation Plan Packet from 2008

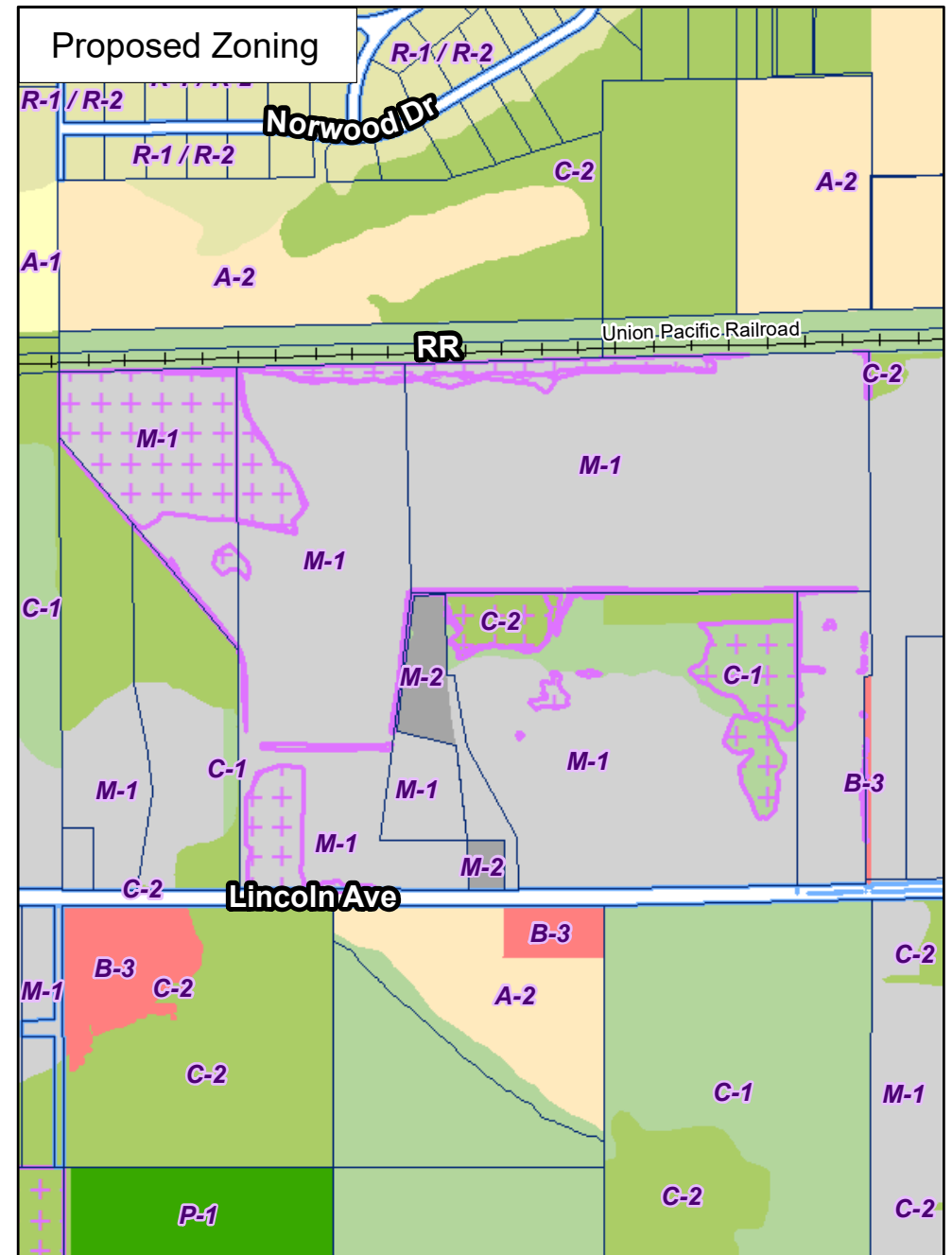
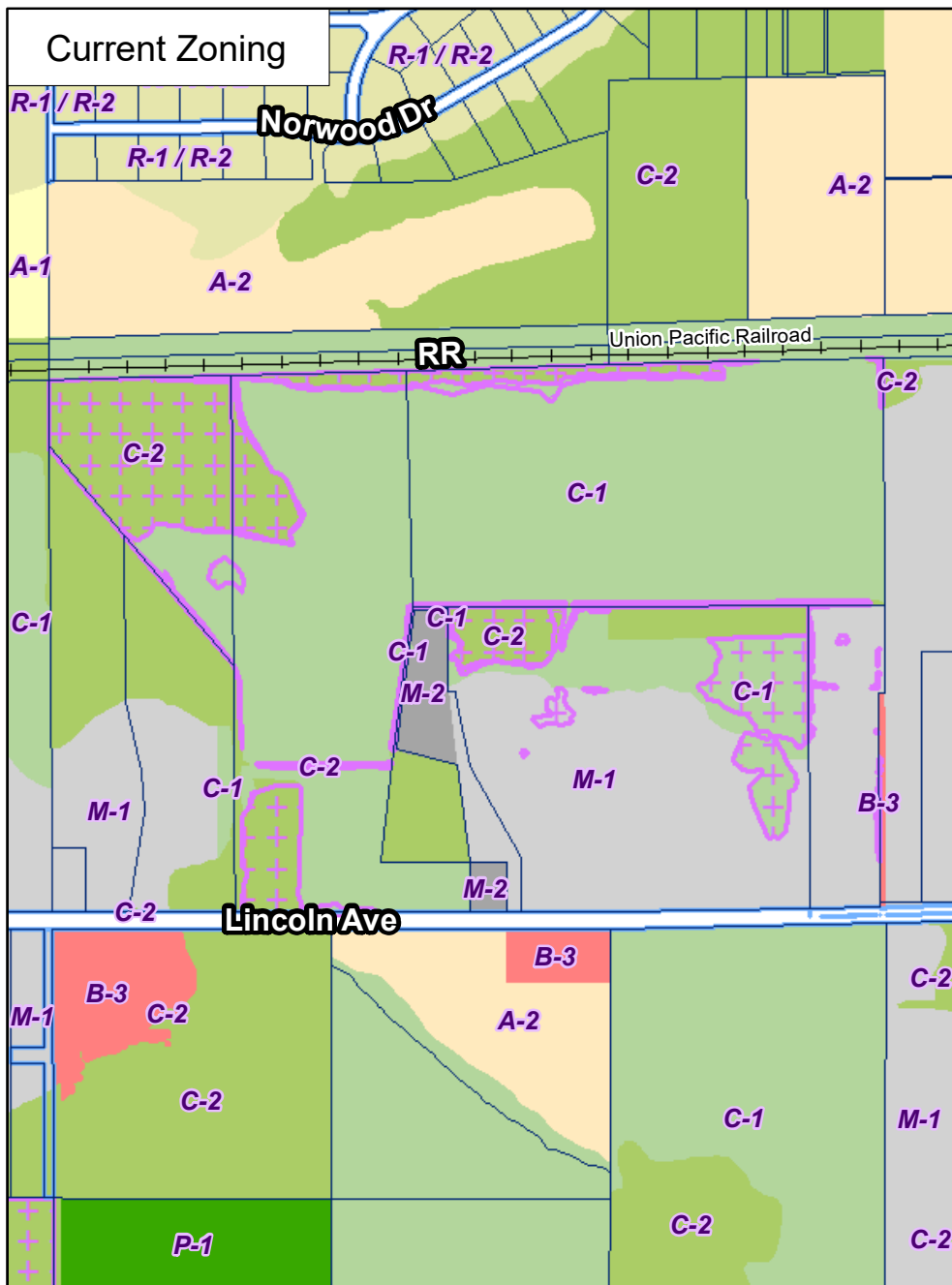


City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org

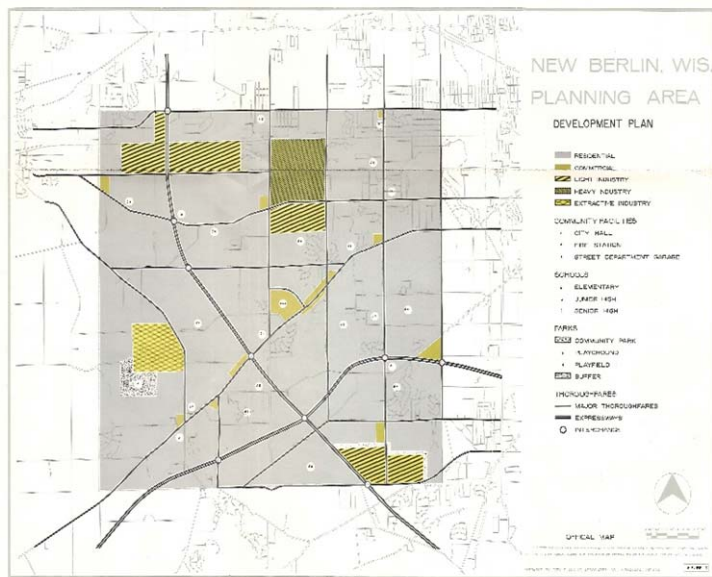


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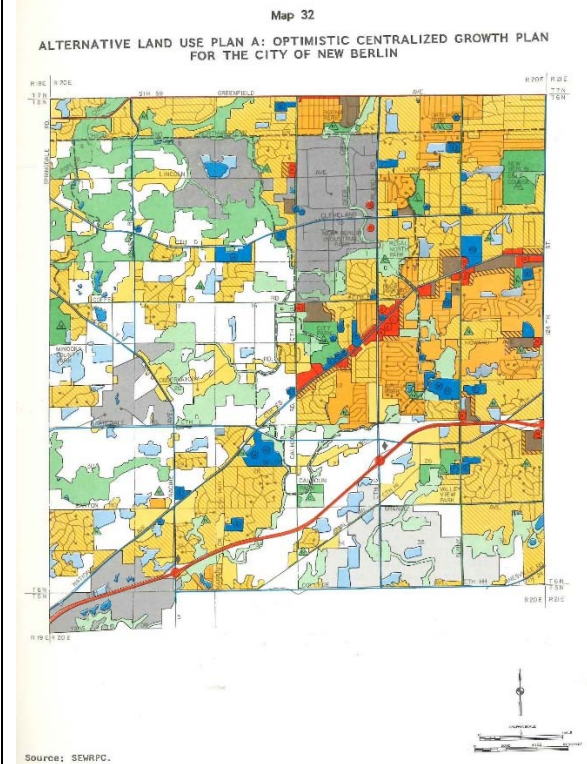
The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The information and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically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



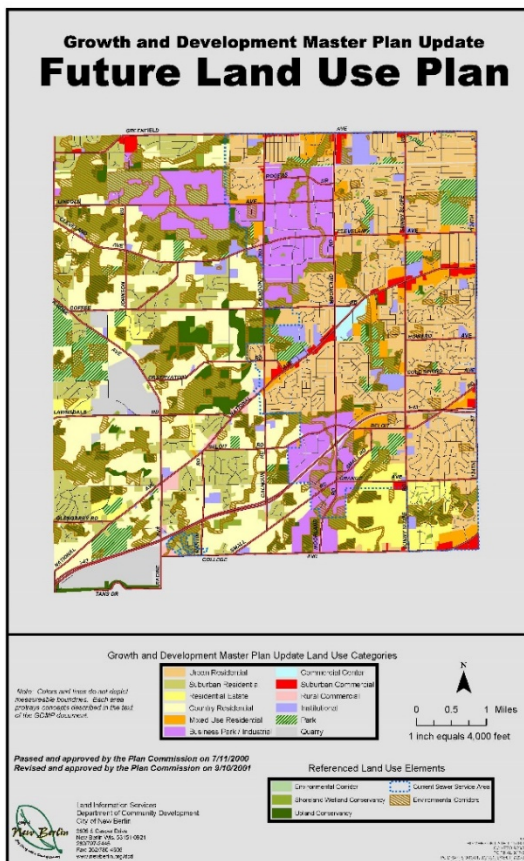
1961 Development Plan – Area identified as “Light Industry”



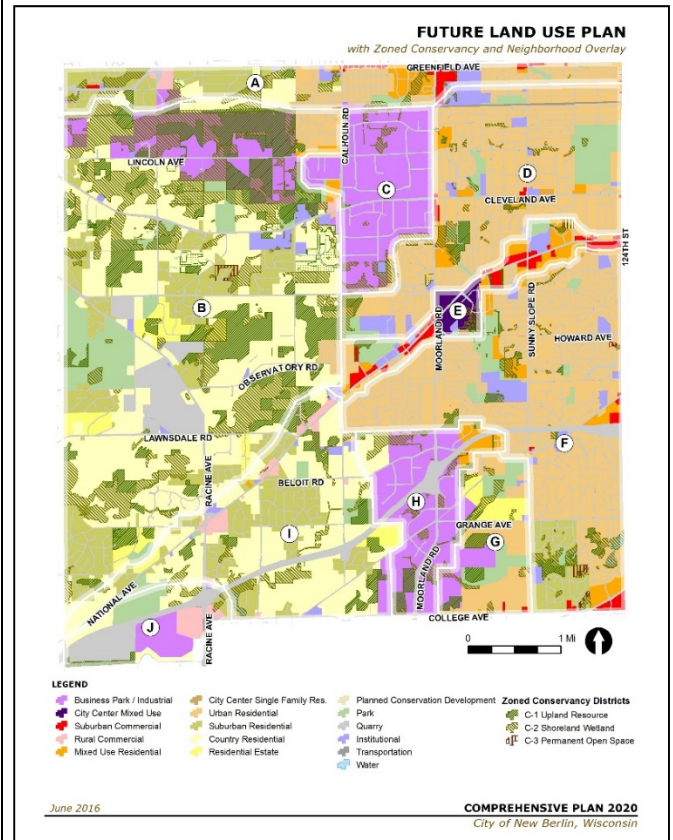
SEWRPC Land Use & Urban Design Plan – 2010 – Area identified as “Light Industrial Development”



Growth and Development Master Plan Update – 2001 – Area identified as “Business Park/Industrial”



Comprehensive Plan 2020 - Area identified as “Business Park/Industrial”





PERMIT CU-02-03 OWNERSHIP CHANGE

ISSUE DATE: 4/12/2021

EXPIRATION DATE: None

PREVIOUS OWNER:

CERTIFIED INVESTMENT LLC
19000 W LINCOLN AVE
NEW BERLIN, WI 53146

NEW OWNER:

CERTIFIED PRODUCTS II LLC
19000 W LINCOLN AVE
NEW BERLIN, WI 53246

ADDRESS: Certified Products, 19000 W. Lincoln Ave

FOR: NR-135 Non Metallic Mining Permit & CU-02-03

This Permit update memorialized the ownership transfer of Certified Products and allows them to conduct business or operate in accordance with all approved plans on file (CU-02-03), any and all applicable City, State and Federal codes, and as described below:

530 PLANNING

1. Conditions of transfer under Section 275-65.8 Permit Transfer satisfied.
2. Financial Assurance Section 275-65.2 submitted.
3. Annual Reporting and fees per Sections 275-65.13 and 275-65.15.

Compliance: Failure to comply with conditions of the Conditional Use Permit may be enforced pursuant to New Berlin Municipal Code 275-68 (B), "Whenever an order of the Director, Building Inspector, City Engineer, or other city official, pursuant to this chapter, has not been complied with, or where written agreements for compliance have not been made by the property owner, the City Attorney shall institute appropriate legal action or proceedings to prohibit the owner, agent, or occupant from using such structure, land, or water. The City may seek a court order in the nature of mandamus, abatement, or other action or proceeding to abate or remove a violation or to otherwise restore the premises in question to the condition in which they existed prior to the violation."

Permit Authorized By:

Kelly N Wall - Principal Planner

Date: 4/12/2021

CERTIFICATION

This Certification is made this 23 day of March, 2021, by Workman Enterprises, LLC, Wisconsin limited liability company, which has a principal office located at 19700 West Lincoln Avenue, New Berlin, WI 53146-1719. This Certification is made by Austin Workman, an authorized representative of the company.

WHEREAS, Workman Enterprises, hereinafter referred to as "Workman", is purchasing the lands owned by Certified Products, Inc., as described in the attached Exhibit A; and

WHEREAS, Certified Products has a Non-Metallic Mining Permit issued by the City of New Berlin, pursuant to State of Wisconsin Department of Natural Resources Section NR135 and City of New Berlin Municipal Code Section 275-65; and

WHEREAS, said Permit allows for non-metallic mining on the property; and

WHEREAS, pursuant to the Permit issued by the City of New Berlin, Certified Products was required to post a surety securing the restoration of the property in accordance with the approved restoration plan for the property noted in Exhibit A; and

WHEREAS, Workman is desirous of assigning the Non-Metallic Mining Permit from Certified Products, Inc. to Workman; and

WHEREAS, Section 275-65.8 of the City Code of the City of New Berlin allows for the transfer to a new operator upon the satisfaction of two conditions; 1) upon approval by the City of a new financial insurance by the new operator; and 2) certification by the new permit holder that all conditions of the Permit will be complied with.

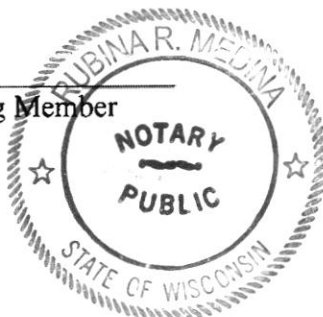
NOW THEREFORE, Workman hereby certifies that it is in receipt of a copy of the Non-Metallic Mining Permit issued for the Certified Products, Inc. site, the approved Reclamation Plan and copies of the City of New Berlin Municipal Code related to non-metallic mining, specifically Chapter 275-65.1 through 275-65.21.

Workman further certifies, that it will provide a bond in favor of the City of New Berlin to secure the performance of the Reclamation Plan.

Workman further certifies, that it will comply with all conditions of the Non-Metallic Mining Permit, as well as the Reclamation Plan, and will maintain the surety bond in full force and effect for so long as the Non-Metallic Mining Permit remains in effect.

WORKMAN ENTERPRISES, LLC


Austin Workman, Managing Member



Subscribed and sworn to before me this
23rd day of March, 2021.


Notary Public, State of Wisconsin
My Commission Expires: 9/27/2024

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 04/02/2021 9:41:18 AM

Total Fee: \$30.00 Page(s): 3
Transfer Tax: \$0.00

State Bar of Wisconsin Form 29-2003
SATISFACTION OF MORTGAGE

Document Number

Document Name

The above recording information verifies that
this document has been electronically
recorded and returned to the submitter.

The undersigned certifies that the City of New Berlin

is the present owner of a Mortgage executed by Certified Products, Inc.

to the City of New Berlin

to secure payment of \$ 400,000.00, dated December 12, 2010,
recorded on December 28, 2010, in the Office of the Register of Deeds
for Waukesha County, Wisconsin, in (~~Real~~) (~~Vol.~~) of Records,
at (~~Waukesha~~) (~~Waukesha~~), as Document No. 3803461,
and further certifies that the undersigned has a right to satisfy the same, and hereby
satisfies the above-described Mortgage on the following described real estate located in
said county ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

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

See attached legal descriptions

NBC 1167.996 and NBC1172.998.001

NBC 1167.997

Parcel Identification Number (PIN)

NBC 1167.995

NBC 1167.994

NBC 1167.998

Dated March 23, 2021

(SEAL)

David A. Ament
* DAVID A. AMENT

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Mark G. Blum

State Bar No. 01012243

ACKNOWLEDGMENT

STATE OF Wisconsin)
) ss.
Waukesha COUNTY)

Personally came before me on March 23, 2021,
the above-named David A. Ament

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Georgia Louise Stanford
* Georgia Louise Stanford
Notary Public, State of Wisconsin
My commission (is permanent) (expires: 3-16-25)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
SATISFACTION OF MORTGAGE ©2003 STATE BAR OF WISCONSIN FORM NO. 29-2003

NOTE: Only one mortgage may be described in this document.

*Type name below signatures.

INFO-PRO™ infoforms.com

Exhibit "A "

Parcel I:

That part of the Southeast 1/4 of Section 5, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence N00°22'37"W, 2249.04 feet along the West line of Southeast 1/4 of said Section 5 and also becoming the West line of Certified Survey Map No. 10860 (C.S.M. No. 10860), a map recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 12, 2011 as Document No. 3828167, to the Northwest corner of said C.S.M. No. 10860 and the point of beginning of this description; continue thence N00°22'37"W, 310.95 feet along the West line of Southeast 1/4 of said Section 5 to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 864.14 feet along the Southerly right-of-way line of said Union Pacific Railroad; thence S00°22'37"E, 1372.96 feet parallel with the West line of Southeast 1/4 of said Section 5 to the Northeast corner of said C.S.M. No. 10860; thence N39°57'25"W, 1355.99 feet along the Northerly line of said C.S.M. No. 10860 to the Northwest corner of said C.S.M. No. 10860 and the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 727,431 square feet or 16.700 acres more or less.

Parcel II:

That part of the Southeast 1/4 of Section 5, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence S89°58'28"E, 864.00 feet along the South line of the Southeast 1/4 of said Section 5 and also becoming the South line of Certified Survey Map No. 10860 (C.S.M. No. 10860), a map recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 12, 2011 as Document No. 3828167, to the Southeast corner of said C.S.M. No. 10860 and the point of beginning of this description; thence N00°22'37"W, 2582.96 feet parallel with the West line of the Southeast 1/4 of said Section 5, along the East line of said C.S.M. No. 10860 and said East line extended to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 835.25 feet along the Southerly right-of-way line of said Union Pacific Railroad; thence S01°29'57"E, 1122.32 feet; thence S89°42'52"W, 8.75 feet; thence S07°11'12"W, 1212.60 feet; thence S89°58'28"E, 425.54 feet parallel with the South line of the Southeast 1/4 of said Section 5; thence S00°20'01"E, 280.00 feet to a point on the South line of the Southeast 1/4 of said Section 5; thence N89°58'28"W, 1114.05 feet along the South line of the Southeast 1/4 of said Section 5 to the Southeast corner of said C.S.M. No. 10860 and the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 2,176,631 square feet or 49.969 acres more or less. Subject to the rights of the public in and to the Southerly 40.00 feet thereof for public road purposes.

Parcel III:

That part of the Southwest 1/4 of Section 4 and that part of the Southeast 1/4 of Section 5, both being of Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 4; run thence N00°18'26"W, 1488.24 feet along the West line of the Southwest 1/4 of said Section 4 to the point of beginning of this description; thence S89°42'52"W, 926.94 feet; thence N01°29'57"W, 1122.32 feet to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 950.49 feet along the Southerly right-of-way line of said Union Pacific Railroad to a point on the West line of Southwest 1/4 of said Section 4; continue thence N88°30'08"E, 1313.54 feet along the Southerly right-of-way line of said Union Pacific Railroad to a point on the East line of the Northwest 1/4 of Southwest 1/4 of said Section 4; thence S00°09'31"E, 1170.08 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence S89°43'08"W, 1310.23 feet to a point on the West line of the Southwest 1/4 of said Section 4, said point being the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 2,579,268 square feet or 59.212 acres more or less.

Parcel IV:

That part of the Southeast 1/4 of Section 5, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence S89°58'28"E, 1978.05 feet along the South line of the Southeast 1/4 of said Section 5; thence N00°20'01"W, 280.00 feet to the point of beginning of this description; thence N89°58'28"W, 425.54 feet parallel with the South line of the Southeast 1/4 of said Section 5; thence N07°11'12"E, 1212.60 feet; N89°42'52"E, 168.47 feet; thence S00°20'01"E, 10.01 feet; thence S89°42'52"W, 159.51 feet; thence S07°11'12"W, 670.27 feet; thence S76°15'28"E, 298.71 feet; thence S07°17'28"E, 461.07 feet to the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 187,886 square feet or 4.313 acres more or less.

Combined Description of Parcels I, II, III and IV:

That part of the Southwest 1/4 of Section 4 and that part of the Southeast 1/4 of Section 5, both being of Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence N00°22'37"W, 2249.04 feet along the West line of Southeast 1/4 of said Section 5 and also becoming the West line of Certified Survey Map No. 10860 (C.S.M. No. 10860), a map recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 12, 2011 as Document No. 3828167, to the Northwest corner of said C.S.M. No. 10860 and the point of beginning of this description; continue thence N00°22'37"W, 310.95 feet along the West line of Southeast 1/4 of said Section 5 to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 2649.88 feet along the Southerly right-of-way line of said Union Pacific Railroad to a point on the West line of Southwest 1/4 of said Section 4; continue thence N88°30'08"E, 1313.54 feet along the Southerly right-of-way line of said Union Pacific Railroad to a point on the East line of the Northwest 1/4 of Southwest 1/4 of said Section 4; thence S00°09'31"E, 1170.08 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence S89°43'08"W, 1310.23 feet to a point on the West line of the Southwest 1/4 of said Section 4; thence S89°42'52"W, 767.22 feet; thence S00°20'01"E, 10.01 feet; thence S89°42'52"W, 159.51 feet; thence S07°11'12"W, 670.27 feet; thence S76°15'28"E, 298.71 feet; thence S07°17'28"E, 461.07 feet; thence S00°20'01"E, 280.00 feet to a point on the South line of the Southeast 1/4 of said Section 5; thence N89°58'28"W, 1114.05 feet along the South line of the Southeast 1/4 of said Section 5 to the Southeast corner of said C.S.M. No. 10860; thence N00°22'37"W, 1210.00 feet parallel with the West line of the Southeast 1/4 of said Section 5 and along the East line of said C.S.M. No. 10860 to the Northeast corner of said C.S.M. No. 10860; thence N39°57'25"W, 1355.99 feet along the Northerly line of said C.S.M. No. 10860 to the Northwest corner of said C.S.M. No. 10860 and the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 5,671,216 square feet or 130.193 acres more or less. Subject to the rights of the public in and to the most Southerly 40.00 feet thereof for public road purposes.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SITE PLAN BOND

Bond No. B 1243365

KNOW ALL MEN BY THESE PRESENTS, That we
Workman Enterprises, LLC
of New Berlin, WI

as principal, and SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey Corporation
with its principal office at Branchville, NJ, as Surety, are held and firmly bound unto
City of New Berlin, WI

of New Berlin, WI
in the sum of One Hundred Fifty Two Thousand Ninety One and No/00
Dollars (\$ 152,091.00)

for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The Condition of the obligation is such that, whereas, the above bounden
Workman Enterprises, LLC

has applied to City of New Berlin
for Site plan work in accordance with the Reclamation and
and Restoration plans for Geipel's Certified Sod Inc at 19000 W Lincoln Ave, New Berlin, WI 53146

but before so issuing, the City of New Berlin desires guarantee that certain site work
be done in accordance with the City Engineer's
recommendation.

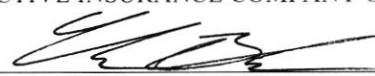
NOW, THEREFORE, if principal shall, faithfully observe and honestly comply with such
Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond,
then this obligation shall become void and of not effect, otherwise to be and remain in full force and
virtue.

Signed, Sealed and Dated this 16th day of March, 2021.

Workman Enterprises, LLC

Principal

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 
Christopher H. Brehmer, Attorney-in-Fact



SELECTIVE

BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1243365

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

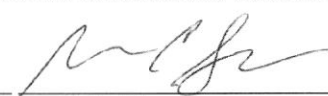
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Christopher H Brehmer**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,000,000.00**

Signed this 16th day of March, 2021

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



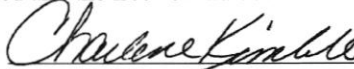
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 16th day of March, 2021 before me, the undersigned officer, personally appeared Brian G. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 16th day of March, 2021.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

22

CERTIFIED COPY



November 30, 2023

Sent via email to workmanenterprises@gmail.com & dscherer@trioeng.com

Austin Workman
Workman Enterprises, LLC
P.O. Box 510722
New Berlin, WI 53151

Dear Mr. Workman and Mr. Scherer:

Re: Rezoning Application – Completeness Determination – 19000 W. Lincoln Avenue

The Department of Community Development has reviewed your rezoning submittal for the properties located at 19000 W. Lincoln Avenue.

The City of New Berlin Zoning Code §275-21B(2) states, an application will be considered complete if it is submitted in the required number and form, includes all mandatory information and is accompanied by the applicable fee. **Staff has reviewed your submitted applications and found them to be substantially incomplete.** Staff has noted the following items that are required to be submitted:

- A Rezoning application was received, however, we did not see a check. We do have check number 2443 dated 9/29/2022 in the amount of \$1,150. I'm not sure if this check is still valid. You submitted this last year with the Wetland Delineation request.
- Applicant provided a Wetland Registration Application in 2022, however we still need the following so the City can register the wetlands:
 - i. Legal Description for the wetlands that are to be registered. Trio can forward that file to me and we can finish that work out and close out File #: WD-2202484.
- Petitions to remove C-1 Zoning require the following (per § 275-37B(3)(b)[1]):
 - i. It is difficult to understand from your submittal which parcels you intend to remove from C-1 and which parcels you intend to continue to have under NR135.
 - ii. The applicant shall supply soil boring tests to the City along with a report identifying the findings. Findings shall include:
 - a. Soil suitability for the construction of buildings. This would include a Geotechnical report.
 - b. Soil report indicating whether the soils are capable of supporting buildings.
 - c. Presence of high groundwater.
 - d. Any other unique or limiting soil characteristics (i.e., peat, bedrock, etc.).
 - iii. Map of existing floodplain areas. Plans note existing floodplain per FEMA panels; however, a future building is located within this area. If you choose to work off the "floodplain study line" instead of the "FEMA panel line", a FEMA after the fact LOMR-F would be required. This would require a study and PE stamp certified safe from

flooding. Additional applications are required for this step.

- If there are remaining C-1 lands after the modification or PEC/INRA areas, those lands shall be placed within a conservation easement. This requires a Use Approval application.

At the August 8, 2022, meeting with you & your partner, your attorney, your consultant, Alan Peters, and City staff the following steps were reviewed with you. It was discussed that they should occur concurrently.

- Remove NR-135 designation, go to NR-151 for stormwater permitting for continued grading operations.
- Rezone from C-1 to M-1.
- Apply for Use Approval Application for grading.
- Grading and Erosion Control Permit.

Based on the one application you submitted, along with the materials, it is difficult for staff to determine what your short term and long term goals are.

Lastly, your property remains in non-compliance with the City of New Berlin Municipal Code. Please see refer to earlier letter dated April 2, 2022 letter from Dan Hogan. To date, several businesses have not vacated the property by the due date, June 3, 2022. A copy of this letter will be sent to the City Attorney's office for review. We anticipate meeting with the City Attorney next week to review your submittal.

If you should have any questions, please contact our office at (262) 797-2445 ext. 2503.

Sincerely,
CITY OF NEW BERLIN



Nikki Jones
Deputy Director

cc: Alderman Maxey
City Attorney Mark Blum
Code Compliance Specialist Dan Hogan
Greg Kessler, Director of Community Development
Kelly Wall, Principal Planner



April 4, 2022

WORKMAN MEADOWS LLC
CERTIFIED PRODUCTS
19000 W LINCOLN AVE
NEW BERLIN, WI 53146

Sent via email, certified and regular mail

Re: Violation at 19000 W. Lincoln Ave, New Berlin, WI

Dear Owner,

It has been brought to the attention of this department that your business at 19000 W Lincoln Ave is in violation for filling and grading a large area with materials that contain asphalt millings and/or fill material that exceed the requirements of Section 275-55A(4) of municipal code. The City met with a group on March 18, 2022 that was anticipating to lease approximately 5 acres of land from June 2022 through December 2023 for the Arcadian Sub Station Project. Last July you requested to take asphalt millings from the Waukesha County Cleveland Avenue resurfacing project and City Engineer Tammy Simonson sent you an email on July 2, 2021 to notify you that this request was not consistent with your Conditional Use Permit, the NR-135 regulations or the C-1 Zoning District.

I have attached a copy of Tammy and Dan's emails from July 2, 2021 and July 9, 2021 where City Staff outlined the process that would be required to remove portions of your land from the NR-135 permit and rezoning from C-1 to M-1. To date, you have not made this type of application, nor have you provided any additional storm water management information.

In addition, upon our site visit on March 28, 2022, it was determined that your property remains in violation due to the operation of approximately 14 businesses without the proper approvals. Based upon the sites' current zoning and areas under NR-135 no other businesses are to be operating at this location.

Please see to it that the following conditions are met by their due date.

1. Reiterate to Arcadian Sub Station group to let them know that your site at Certified Products cannot serve as a temporary staging for their upcoming project.
2. Supply our Department, as requested during our March 28th site visit, a complete list of all businesses, including their contact information, currently operating out of your site by Friday, April 7th.
3. Areas regulated under NR-135 and not yet reclaimed may not conduct any post non-metallic mining activities. All filling and stockpile activities must comply with Section 275-55A(4). There shall not be any business activity within the NR 135 active areas that are unrelated to the permitted principal use of this site.

4. The property is currently zoned C-1 (Upland Conservancy) no uses or business related activities shall be permitted other than your current approved principal use which is identified as Certified Products.
5. The 14 businesses that you identified on the site can no longer remain and must vacate the site pursuant to Section 275 of municipal code by **Friday, June 3, 2022.**

For your convenience, I have outlined the specific section of the code that you are in violation of below.

VIOLATIONS:

§ 275-55 Grading and Drainage

A(4) Fill. In order to protect the public from the hazard of unsuitable fill material, obstruction of view, nuisance of airborne dirt and dust, and from the threat to general safety caused by the existence of open trenches, holes or pits, no person, occupant, owner of land or corporation shall remove or cause to be accumulated topsoil or subsoil in any district, except quarry or landfill districts with an approved plan of operation, without review and approval by the Director of plans for earth disturbances. Such removal or accumulation includes, but is not limited to, piles of earth, dirt, topsoil or subsoil which has been formed, accumulated or pushed into mounds or piles. The Director may forward any application to the Plan Commission for further review and/or approval.

(a) In all cases, fill shall consist of clean earth containing no more than 25%, by volume, of building stone and concrete and no more than 5%, by volume, of incidental asphalt. Fill operations which exceed these limits or operations that require more than one year for completion are considered a landfill and will be regulated as such.

(b) Fill shall consist of satisfactory soil or a mixture of satisfactory soil, stone, gravel or other acceptable materials which is of a character and quality satisfactory for the purpose intended. The material shall be free from sod, stumps, logs or other organic matter, all types of refuse, including construction refuse, fragments of concrete larger than two feet in any dimension, and such other material that, in the judgment of the Director, is unsuitable.

(c) Fill in areas where there is floodplain shall follow Article IXA Floodplain Zoning.

Chapter 275-65.17, Completed Reclamation Reporting

§ 275-65.17 Completed reclamation: reporting, certification and effect.

A. Reporting of completed reclamation. The operator of a nonmetallic mining site may report to the City completion of reclamation or interim reclamation for a portion of, or all of, the nonmetallic mining site pursuant to a reclamation plan prepared and approved pursuant to this article. Any report under this subsection shall be made on a form provided by the City.

B. Certification of completed reclamation.

(1) The City shall inspect a nonmetallic mining site for which reporting of reclamation or interim reclamation has been submitted pursuant to this subsection within 60 days of receipt and make a determination in writing of one of the following:

(a) Reclamation or interim reclamation is not yet complete;

(b) It is not possible to assess whether reclamation or interim reclamation is complete due to weather conditions, snow cover or other relevant factors;

(c) Reclamation or interim reclamation is complete in a part of the mine; or

(d) Reclamation or interim reclamation is fully complete.

(2) If it is determined under Subsection B(1) that reclamation or interim reclamation is complete, including revegetation as specified in a reclamation plan that conforms with the standards contained in § 275-64H, the City shall issue the mine operator a written certificate of completion for the applicable area.

C. Effect of completed reclamation. If reclamation is certified by the City as complete under Subsection B for part or all of a nonmetallic mining site, then:

(1) No fee shall be assessed under § 275-65.15 for the area so certified.

(2) The financial assurance required by § 275-65.2 shall be released or appropriately reduced in the case of completion of reclamation for a portion of the mining site.

(3) For sites which are certified as interim reclaimed under Subsection B, financial assurance for reclaiming the certified area may be reduced only if the City determines that the balance is sufficient to ensure final reclamation of the entire site.

D. Effect of inaction following report of completed reclamation. If no written response as required by Subsection B for an area of the mine site reported as reclaimed or interim reclaimed is given within 60 days of receiving such request, any annual fee paid to the City for it under § 275-65.15 shall be refunded.

§ 275-24 Zoning Permits (Use, Site Plan and Architectural Review)

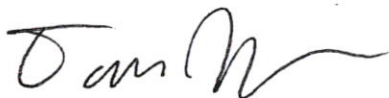
A. Compliance with review standards required for zoning permit. No principal or accessory use, development, structure, or sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied; no site or premises shall be altered, used, changed, modified, or occupied; and no grading undertaken, until after the owner has applied for and the Department of Community Development staff and/or the Plan Commission has reviewed and approved an application for a zoning permit, based on compliance with the use, site plan, and architectural review standards set forth below. The Zoning Code in effect on the date of application shall apply.

B. Application. The owner or agent shall make application for a zoning permit (use approvals, administrative use approvals, and reoccupancy permits) through the permit application center on forms furnished by the Department and shall include all information and supporting materials as specified by this chapter and the Plan Commission.

Although this office anticipates your full cooperation, failure to comply with the New Berlin Zoning Ordinance could lead to legal action by the City Attorney, including but not limited to civil suit, injunction and possible forfeitures on your part. Each and every day this violation exists constitutes a separate offense.

If you have any questions, please call me at 262-797-2445, ext. 2449.

Sincerely,
CITY OF NEW BERLIN



Dan Hogan
Code Compliance Specialist

CC: Alderperson Maxey
Mayor's Office
Nikki Jones, DCD Deputy Director

Jones, Nikki

Subject: FW: Millings for Certified

From: Simonson, Tamara <tsimonson@newberlin.org>

Sent: Friday, July 2, 2021 11:45 AM

To: Austin Workman <certifiedproducts2@gmail.com>; Hogan, Dan <dhogan@newberlin.org>; Kessler, Greg <gkessler@newberlin.org>; Jones, Nikki <njones@newberlin.org>; Hewitt, Nicole <nhewitt@newberlin.org>

Cc: Mary Pyritz <Mary.Pyritz@exp.com>

Subject: RE: Millings for Certified

Austin,

We met as a group this morning to discuss your plan for the asphalt millings from Cleveland Ave. and determined that we cannot approve your plan at this time. Dan will be following up with you via letter next week to provide the next steps for what will be required on your site.

Thank you,

Tamara M. Simonson, P.E.
City Engineer

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
262.797.2445
tsimonson@newberlin.org

From: Austin Workman <certifiedproducts2@gmail.com>

Sent: Thursday, July 1, 2021 3:59 PM

To: Hogan, Dan <dhogan@newberlin.org>; Simonson, Tamara <tsimonson@newberlin.org>; Kessler, Greg <gkessler@newberlin.org>

Subject: Millings for Certified

Good afternoon,

We would like to take the millings from the Calhoun Rd project. The material would be used to maintain the front area of the property in yellow on the map. We would also like to use the material to get the haul road in the back of the property in a better position to continue the reclamation process. In addition to the reclamation process, this material will help us to continue the clean up and enhance the appearance of the entire property.

There is a 80' roadway easement shown on the approved plans dated October 13, 2014 highlighted in pink. The haul road is in the exact same position. We would like to get this road more maintainable to control the sediment/mud to keep Lincoln Ave as clean as possible. The width that we intend to maintain is approximately 40' wide.

In relation to quantities the front area is approximately 650'x750'. If we spread approximately 3" before compacting would be 400+ loads.

As for the haul road it is about 3500 LF at 40' wide at the approximate thicknesses below.
1300' at 8" 114 loads
700' at 1.5' 140 loads

800' at 1.25' 133 loads

700' at 1' 93 loads

We would also use a few loads to touch up our compost area that currently sits on millings per the DNR requirements for composting.

Please see the attached marked up plan attached.

Thank you

Austin Workman

262-894-8300

**Workman Meadows, LLC
19000 W. Lincoln Ave.
New Berlin, WI 53146**

Workman Meadows appreciates your time to review our information for the property located at 19000 W. Lincoln Ave. in New Berlin. The goal of the information provided is to remove the existing NR-135 (Nonmetallic Mining Reclamation) designation, rezone portions of the property from C-1 to M-1, and to bring the overall site into compliance with local ordinances.

Project Description

Certified Products II is a supplier of landscape materials located at 19000 W. Lincoln Ave. in New Berlin and operated on 3 contiguous parcels consisting of roughly 112.4 acres. The northern portion of the property has historically been a peat mine which gave that area the NR-135 designation. There is currently no peat mining taking place on site and any remaining peat deposits are not economically feasible to retrieve. Certified Products II would like to use this area as a fill site over the next 10-20 years.

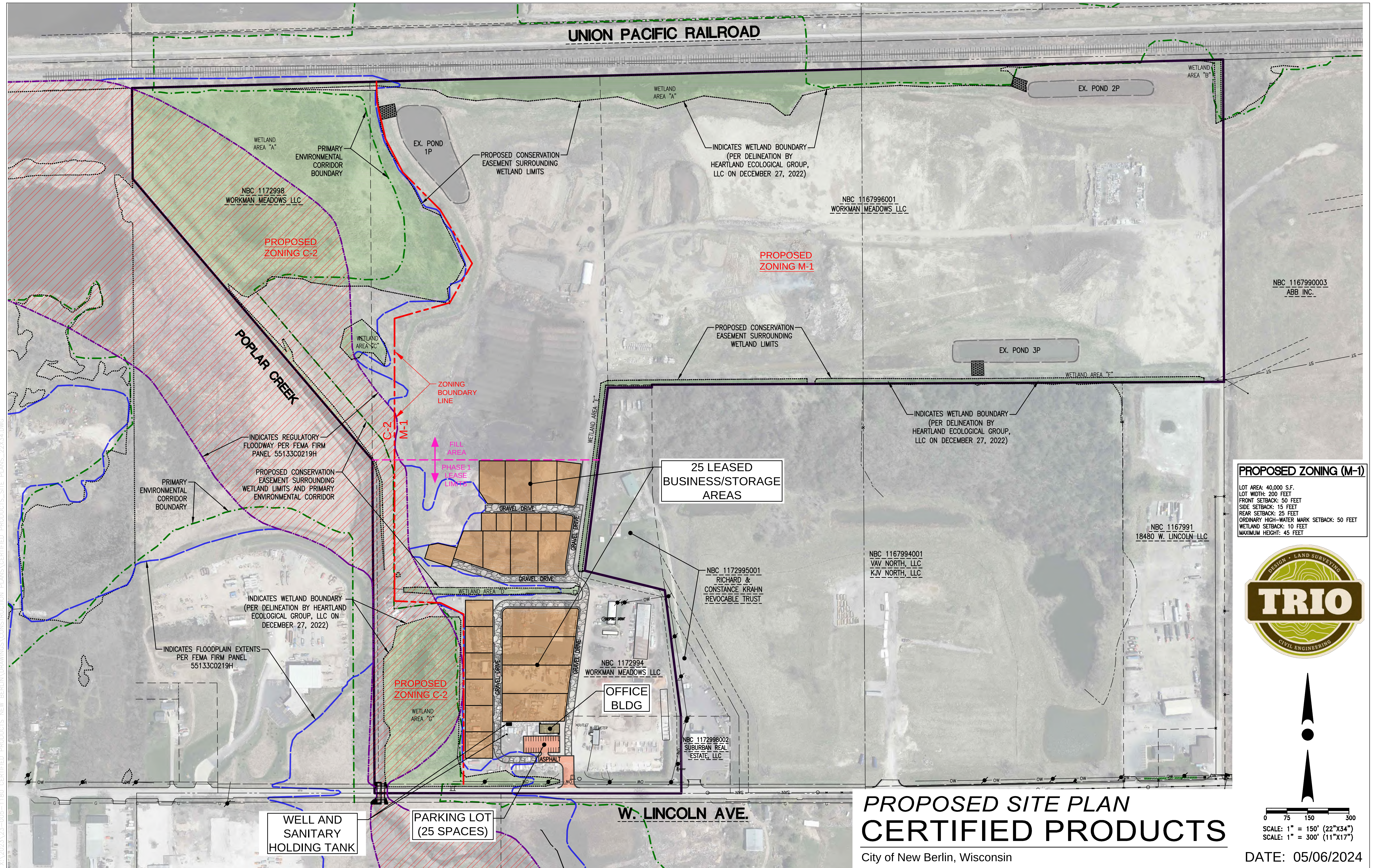
In addition to the reclamation of the mine area, Certified Products II would like to designate certain areas of the site to be leased out to other businesses and individuals to conduct day-to-day business operations and/or store materials, vehicles, etc. To do this, we are proposing rezoning portions of the properties from C-1 to M-1 to conform with land use. There will also be a new building with designated office spaces for tenants, on-site restrooms, a paved parking area, and a new asphalt entrance drive. These improvements are meant to minimize disturbance and to make use of existing site features as much as possible by keeping all proposed structure and grading activities out of the floodplain area and existing wetlands on site.

We thank you for your time and consideration of this reclamation, rezoning, and use approval request. Please see information provided within the submittal documents. Should you have any questions, feel free to reach out with any questions or to discuss further.

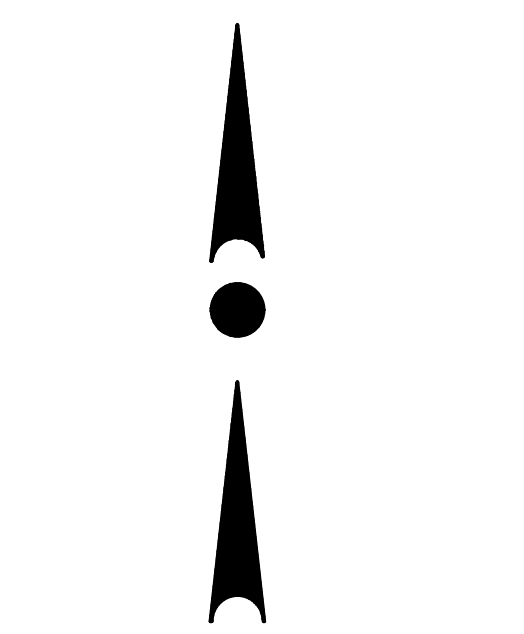
Thank you,

Austin and Brady Workman
Workman Meadows

KA 2023\23-005-1180 CERTIFIED PRODUCTS NEW BERLIN DRAWINGS\CONSTRUCTION PLANS\CERTIFIED PRODUCTS SITE PLANS\22X34.DWG



PROPOSED ZONING (M-1)
LOT AREA: 40,000 S.F.
LOT WIDTH: 200 FEET
FRONT SETBACK: 50 FEET
SIDE SETBACK: 15 FEET
REAR SETBACK: 25 FEET
ORDINARY HIGH-WATER MARK SETBACK: 50 FEET
WETLAND SETBACK: 10 FEET
MAXIMUM HEIGHT: 45 FEET



0 75 150 300
SCALE: 1" = 150' (22"x34")
SCALE: 1" = 300' (11"x17")

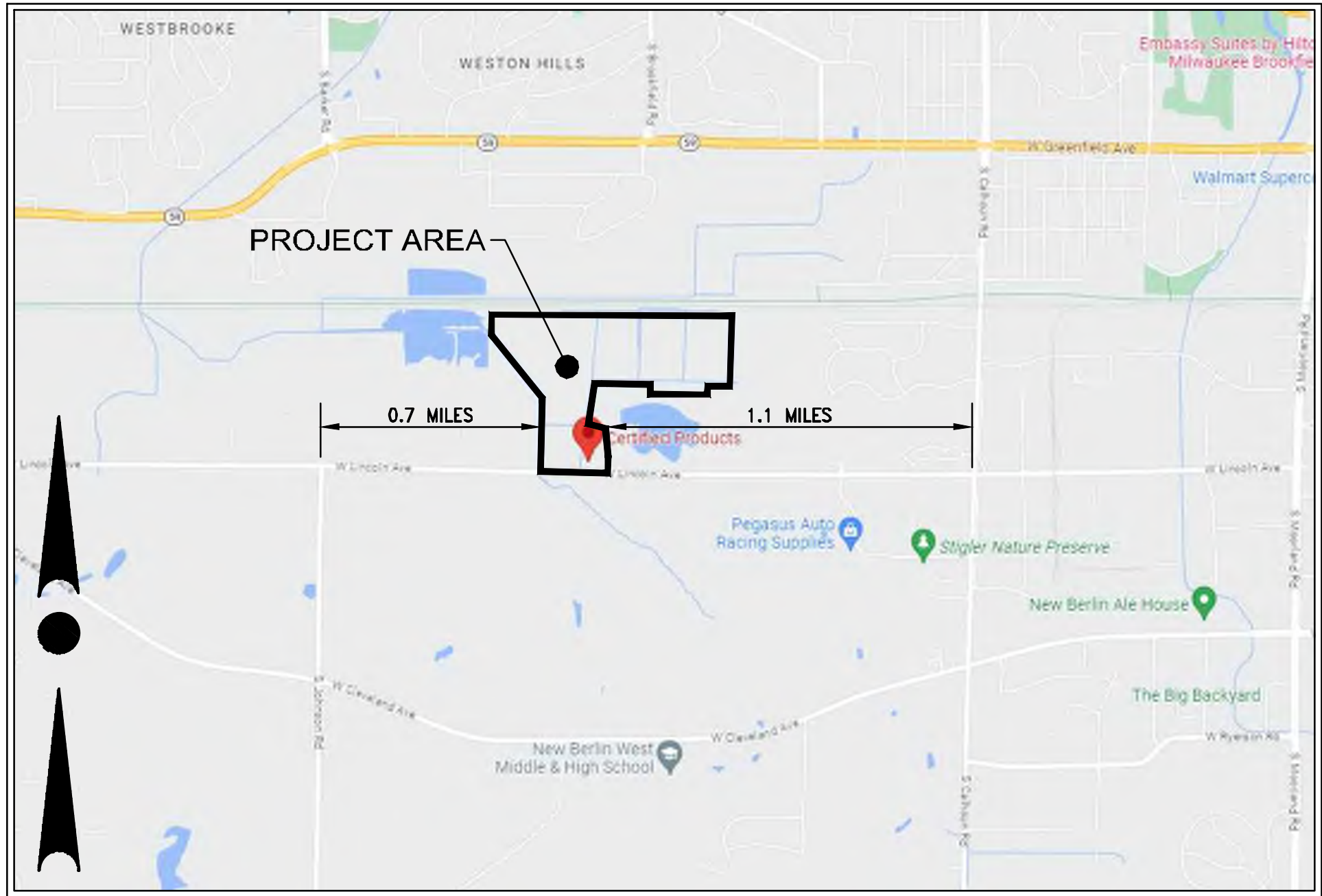
PROPOSED SITE PLAN
CERTIFIED PRODUCTS
City of New Berlin, Wisconsin

DATE: 05/06/2024

X:\2023\23-005-1180 CERTIFIED PRODUCTS NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\CERTIFIED PRODUCTS_SITE PLANS_22X34.DWG

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
-STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
-THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
-WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
-WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
-CITY OF NEW BERLIN TECHNICAL STANDARDS.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY OR AS REQUIRED BY THE CITY OF NEW BERLIN.
12. THE CONTRACTOR MUST AND IS REQUIRED TO NOTIFY THE CITY OF NEW BERLIN SEWER AND WATER UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF WATER MAIN FILLING, WATER MAIN FLUSHING, WATER MAIN TESTING AND WATER MAIN CONNECTIONS. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER SYSTEM UNTIL SAFE SAMPLES FROM THE NEW MAIN HAVE BEEN OBTAINED.

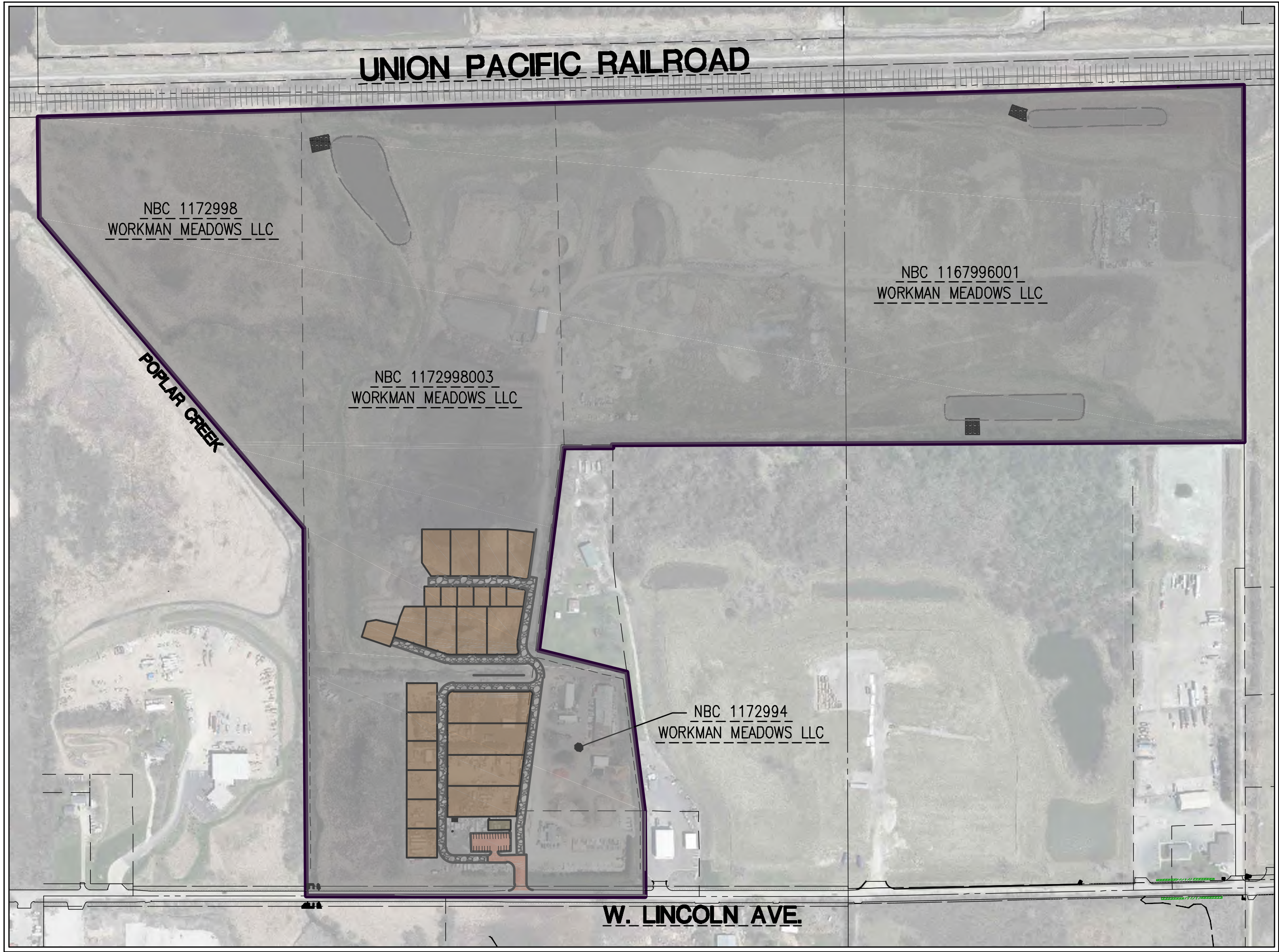


LOCATION MAP
NOT TO SCALE

CERTIFIED PRODUCTS

SITE RECLAMATION AND RESTORATION PLANS

CITY OF NEW BERLIN, WISCONSIN



SITE PLAN
SCALE: 1" = 300'

ENGINEER:
TRIO ENGINEERING, LLC
4100 N CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
CONTACT: MR. JOSHUA PUDELKO, P.E., M.S.
PHONE: 262-790-1480
FAX: 262-790-1481
EMAIL: jpudelko@trioeng.com

SHEET INDEX

CIVIL		
T1	-	COVER SHEET
C1.0	-	OVERALL EXISTING SITE PLAN
C1.1-1.3	-	EXISTING SITE PLANS
C1.4-1.6	-	PROPOSED SITE PLANS
C2.0	-	OVERALL GRADING PLAN
C2.1-2.5	-	GRADING AND STORM SEWER PLANS
C2.6-2.8	-	POND PLANS AND DETAILS
C3.0	-	EROSION CONTROL PLAN
C4.0	-	CONSTRUCTION NOTES & DETAILS



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

REVISION HISTORY

DATE	DESCRIPTION
11/08/23	PRELIMINARY CIVIL PLANS
09/18/24	PRELIMINARY CIVIL PLANS
06/08/24	PRELIMINARY CIVIL PLANS

DATE:

MAY 06, 2024

JOB NUMBER:

23-005-1180

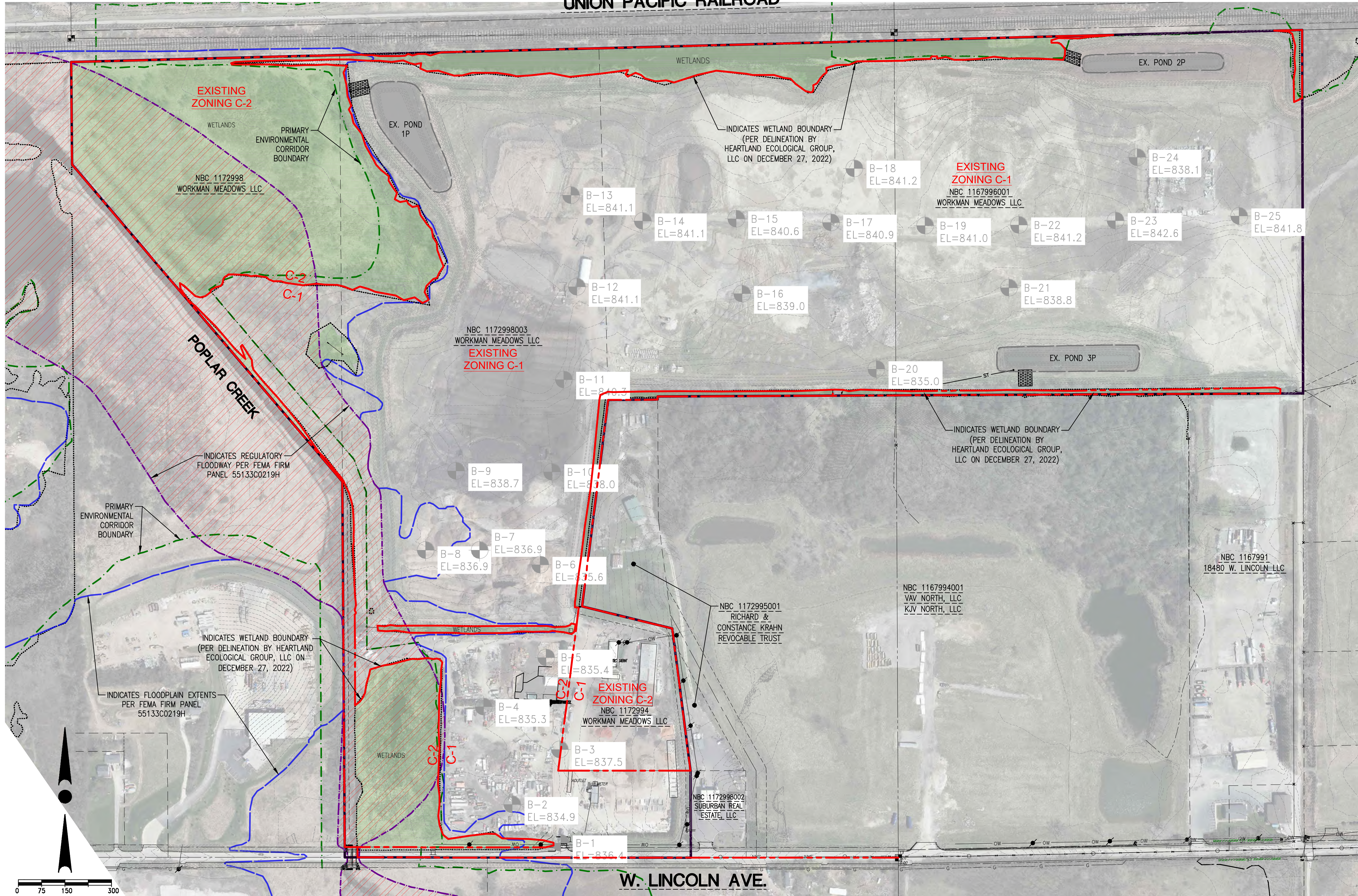
DESCRIPTION:

COVER
SHEET

SHEET

T1

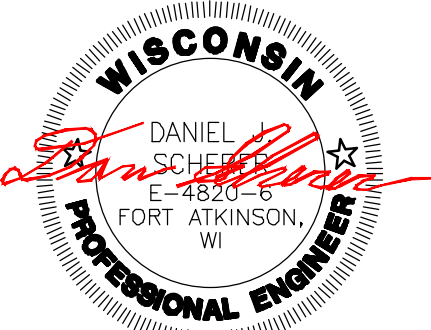
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0 75 150 300
SCALE: 1" = 150' (22"X34")
SCALE: 1" = 300' (11"X17")

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

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



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudefko@trioeng.com

NBC 1167990003
ABB LLC

PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

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DESCRIPTION:
EXISTING SITE PLAN

SHEET
C1.0

X:\2023\23-005-1180 CERTIFIED PRODUCTS NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\CERTIFIED PRODUCTS_SITE PLANS_22X34.DWG



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INDICATES REGULATORY FLOODWAY PER FEMA FIRM PANEL 55133C0219H

INDICATES WETLAND BOUNDARY (PER DELINEATION BY HEARTLAND ECOLOGICAL GROUP, LLC ON DECEMBER 27, 2022)

INDICATES FLOODPLAIN EXTENTS PER FEMA FIRM PANEL 55133C0219H

NBC 1172998003
WORKMAN MEADOWS LLC
EXISTING ZONING C-1

EXISTING ZONING C-2
NBC 1172994
WORKMAN MEADOWS LLC

NBC 1172995001
RICHARD &
CONSTANCE KRAHN
REVOCABLE TRUST

NBC 1167994001
VAV NORTH, LLC
KJV NORTH, LLC

NBC 1172995001
RICHARD &
CONSTANCE KRAHN
REVOCABLE TRUST

W. LINCOLN AVE.

PRIMARY ENVIRONMENTAL CORRIDOR BOUNDARY

EX. 15" CULVERT TO BE REMOVED AND REPLACED

EXISTING SEPTIC TO REMAIN

EXISTING BUILDINGS TO REMAIN

EXISTING STRUCTURES TO BE REMOVED

EXISTING SCALE TO BE RELOCATED

EXISTING BUILDING TO REMAIN

INDICATES EX. OVERHEAD WIRE (TYP.)

LEGEND:

- | | | | |
|-----|-----|-----|-----------------------------|
| --- | 775 | --- | EXISTING CONTOUR |
| SAN | --- | --- | EXISTING SANITARY SEWER |
| O | | --- | EXISTING SANITARY MANHOLE |
| W | --- | --- | EXISTING WATER MAIN |
| H | | --- | EXISTING HYDRANT |
| ST | --- | --- | EXISTING STORM SEWER |
| O | | --- | EXISTING STORM MANHOLE |
| □ | | --- | EXISTING STORM INLET |
| ⊠ | | --- | EXISTING TRANSFORMER |
| ⊞ | | --- | EXISTING ELECTRIC PEDESTAL |
| ⊠ | | --- | EXISTING TELEPHONE PEDESTAL |
| ⊠ | | --- | EXISTING CATV PEDESTAL |
| ⚡ | | --- | EXISTING POWER POLE |



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudefko@trioeng.com

PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

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DATE:

MAY 06, 2024

JOB NUMBER:

23-005-1180

DESCRIPTION:

EXISTING SITE AND DEMOLITION PLAN

SHEET

C1.1

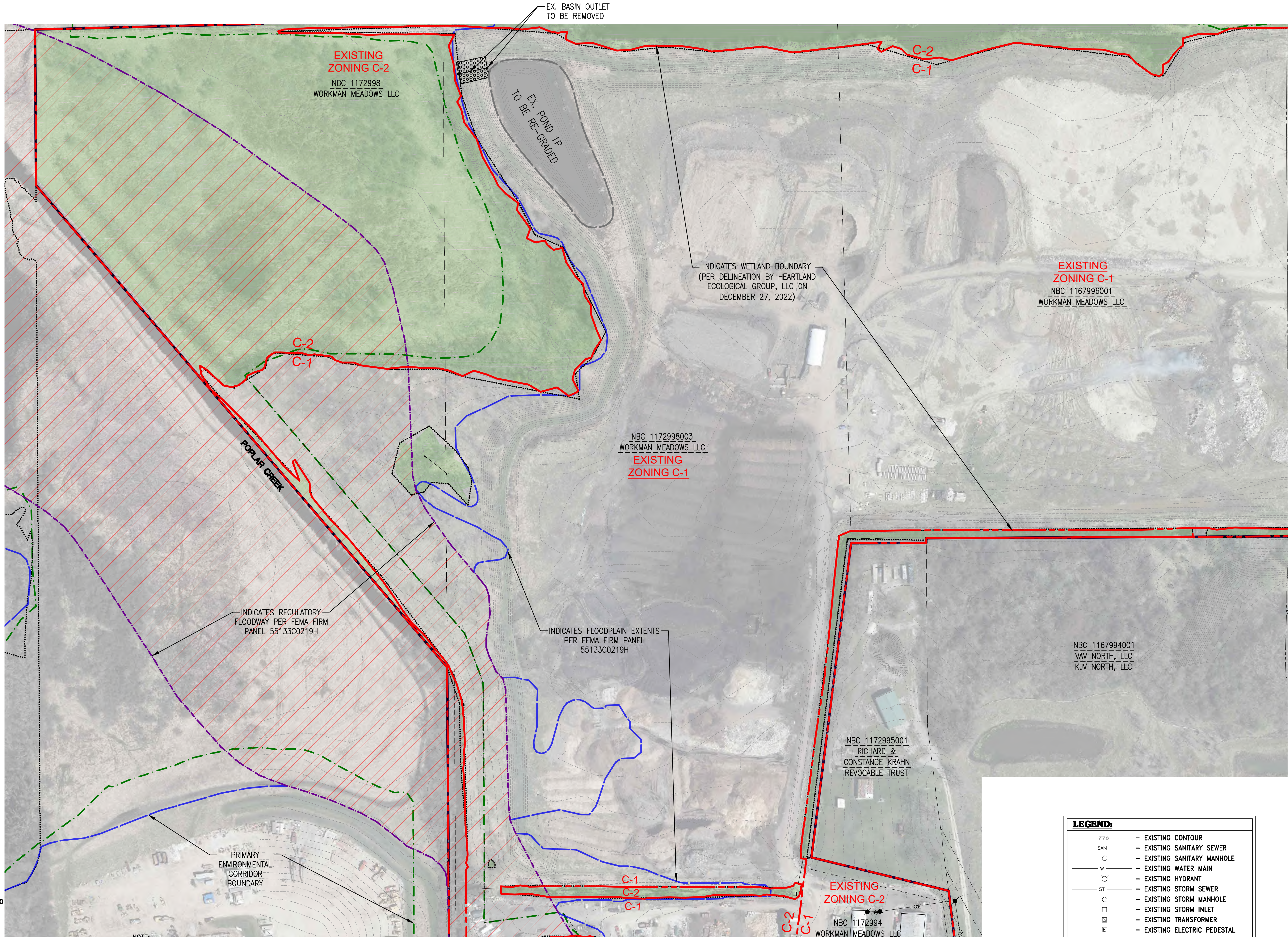
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LEGEND:	
---	EXISTING CONTOUR
SAN	EXISTING SANITARY SEWER
O	EXISTING SANITARY MANHOLE
W	EXISTING WATER MAIN
W	EXISTING HYDRANT
ST	EXISTING STORM SEWER
O	EXISTING STORM MANHOLE
O	EXISTING STORM INLET
□	EXISTING TRANSFORMER
□	EXISTING ELECTRIC PEDESTAL
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□	EXISTING CATV PEDESTAL
⚡	EXISTING POWER POLE



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EMAIL: jpudefko@trioeng.com

PROJECT:
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BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

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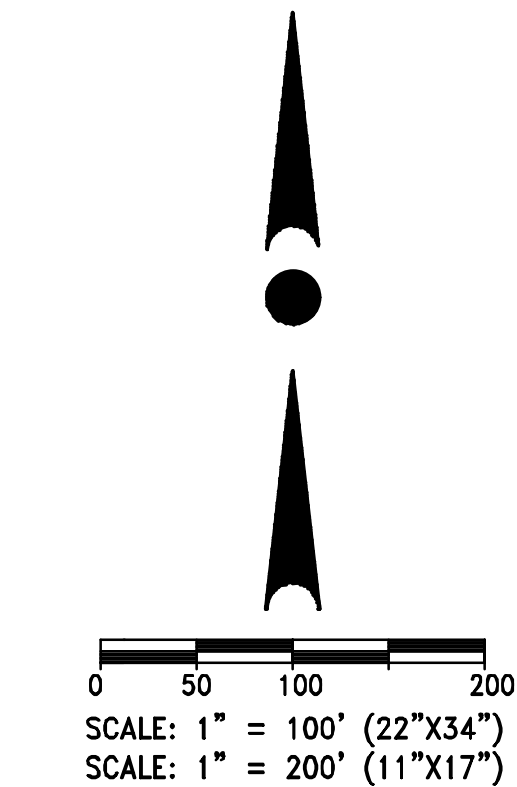
JOB NUMBER:
23-005-1180

DESCRIPTION:
EXISTING SITE
AND DEMOLITION
PLAN

SHEET

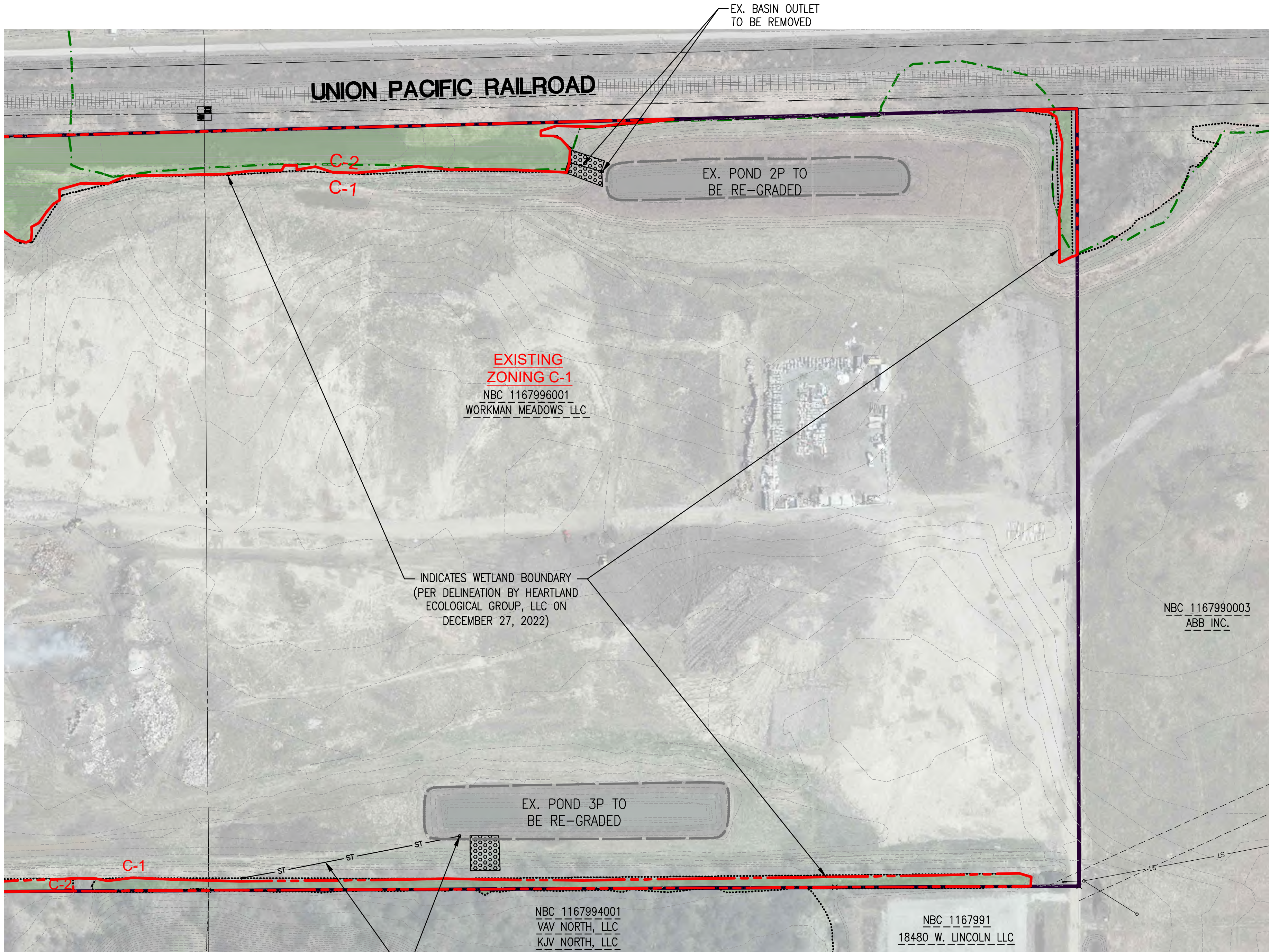
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SAN	EXISTING SANITARY SEWER
○	EXISTING SANITARY MANHOLE
W	EXISTING WATER MAIN
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BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelski@trioeng.com

PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

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JOB NUMBER:

23-005-1180

DESCRIPTION:

**EXISTING SITE
AND DEMOLITION
PLAN**

SHEET

C1.3

PROPOSED ZONING (M-1)

LOT AREA: 40,000 S.F.
LOT WIDTH: 200 FEET
FRONT SETBACK: 50 FEET
SIDE SETBACK: 15 FEET
REAR SETBACK: 25 FEET
ORDINARY HIGH-WATER MARK SETBACK: 50 FEET
WETLAND SETBACK: 10 FEET
MAXIMUM HEIGHT: 45 FEET

INDICATES REGULATORY
FLOODWAY PER FEMA FIRM
PANEL 55133C0219H

PRIMARY
ENVIRONMENTAL
CORRIDOR
BOUNDARY

INDICATES
DEDICATED
LEASED AREAS

INDICATES WETLAND BOUNDARY
(PER DELINEATION BY HEARTLAND
ECOLOGICAL GROUP, LLC ON
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INDICATES FLOODPLAIN EXTENTS
PER FEMA FIRM PANEL
55133C0219H

INDICATES FLOODPLAIN EXTENTS
PER FEMA FIRM PANEL
55133C0219H

NBC 1172998003
WORKMAN MEADOWS LLC

PROPOSED
ZONING M-1

PR. GRAVEL DRIVE

WETLANDS

PR. GRAVEL DRIVE

24.0'
GRAY

PR. GRAVEL DRIVE

PR. SANITARY
HOLDING TANK

PR. WELL

PR. OFFICE
2,469 S.F.

PR. ASPHALT
PARKING

INDICATES PAVING
EXTENTS

INDICATES PAVING
EXTENTS

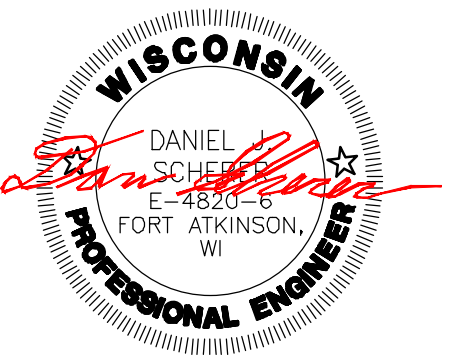
PROPOSED ACCESS
DRIVE AND PARKING

W. LINCOLN AVE.

PR. BERM

INDICATES FLOODPLAIN EXTENTS
PER FEMA FIRM PANEL
55133C0219G

NBC 1172995001
RICHARD &
CONSTANCE KRAHN
REVOCABLE TRUST



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpadelko@trioeng.com

PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
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REVISION HISTORY

DATE	DESCRIPTION
11/08/23	PRELIMINARY CIVIL PLANS
09/18/24	PRELIMINARY CIVIL PLANS
06/08/24	PRELIMINARY CIVIL PLANS

DATE:

MAY 06, 2024

JOB NUMBER:

23-005-1180

DESCRIPTION:

PROPOSED
SITE PLAN

SHEET

C1.4



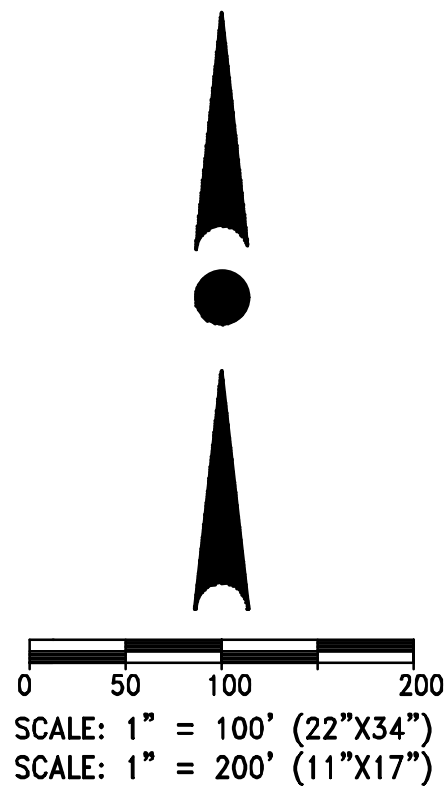
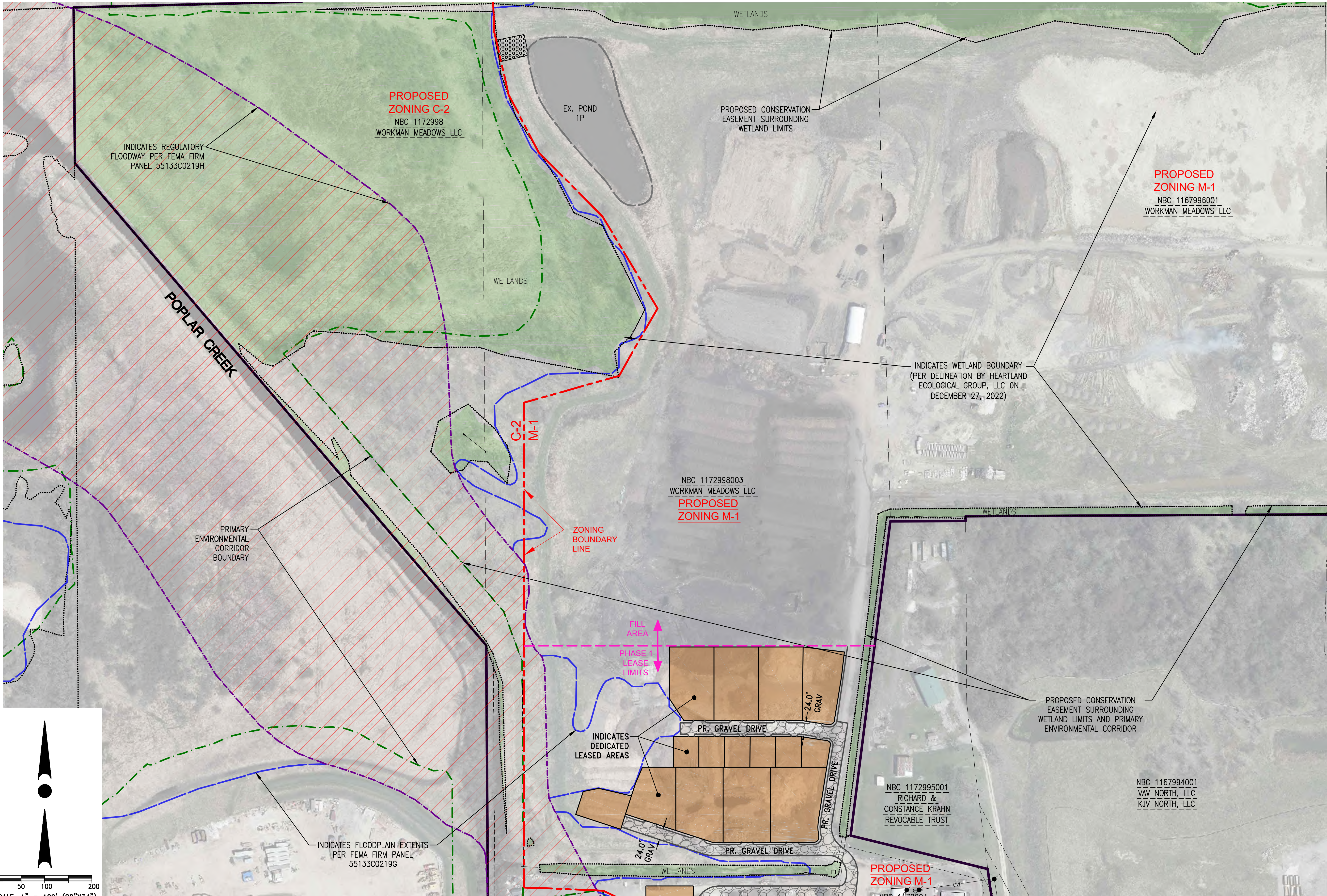
CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL
FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO
COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES
MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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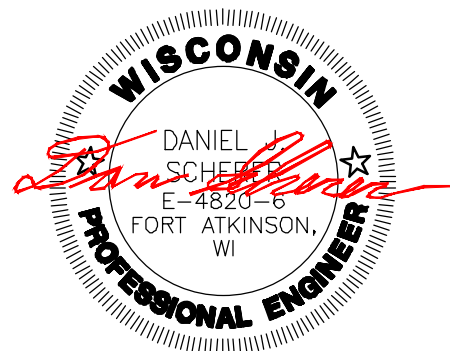
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SCALE: 1" = 100' (11"x17")

X:\2023\23-005-1180 CERTIFIED PRODUCTS NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\CERTIFIED PRODUCTS_SITE PLANS_22X34.DWG



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BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudefko@trioeng.com

PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

REVISION HISTORY

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06/08/24	PRELIMINARY CIVIL PLANS

DATE:

MAY 06, 2024

JOB NUMBER:

23-005-1180

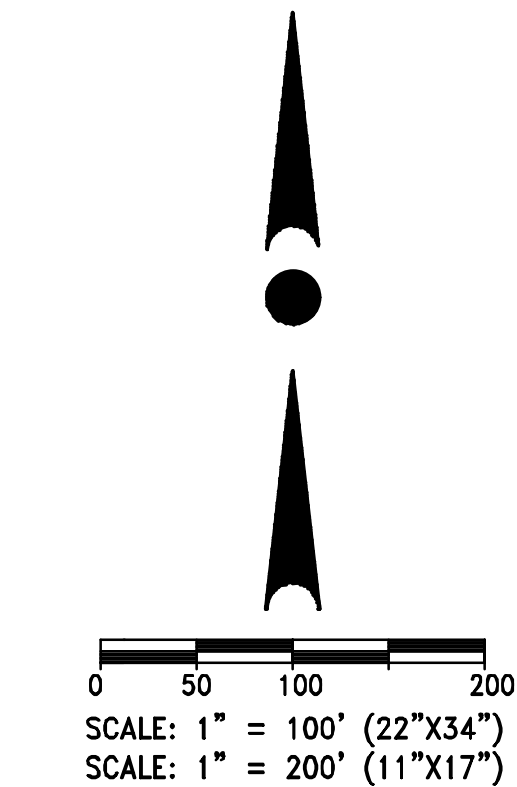
DESCRIPTION:

**PROPOSED
SITE PLAN**

SHEET

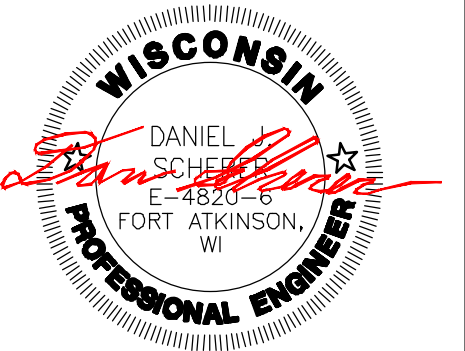
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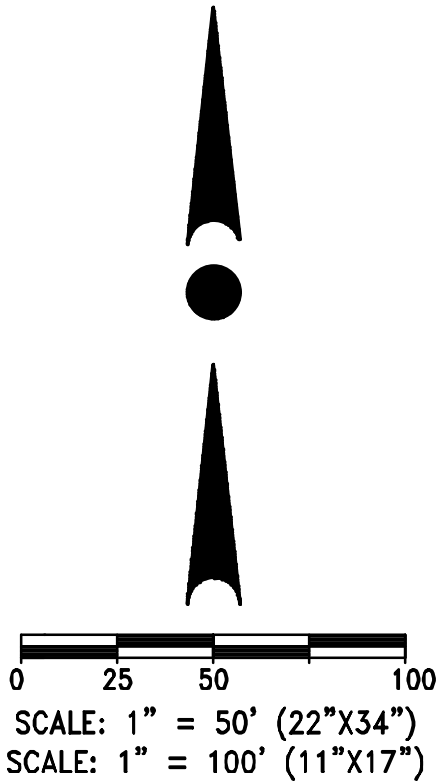
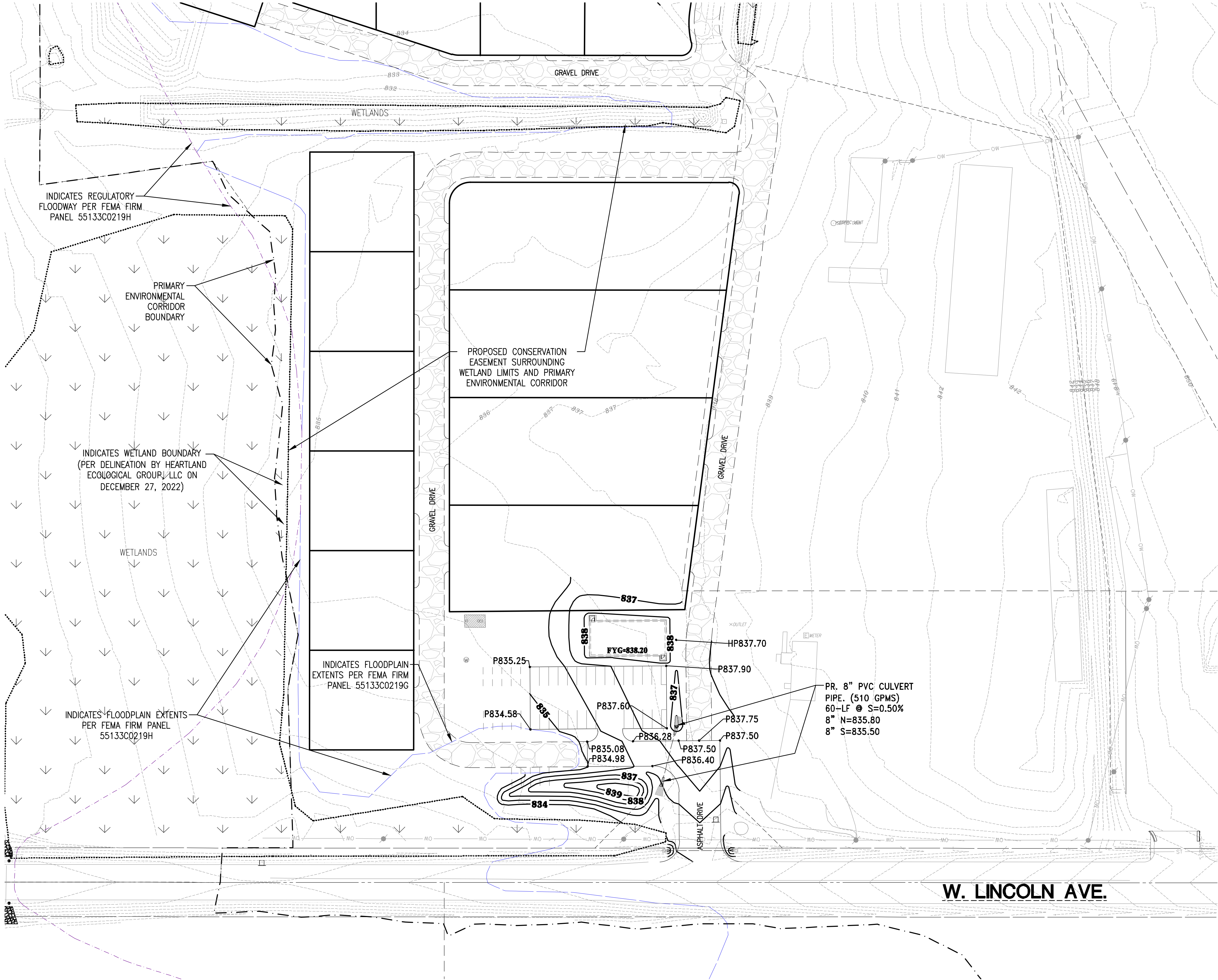
JOB NUMBER:
23-005-1180

DESCRIPTION:
PROPOSED
SITE PLAN

SHEET

C1.6

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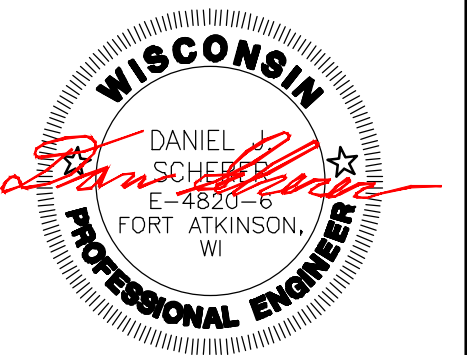
LEGEND:	
	- EXISTING CONTOUR
	- PROPOSED CONTOUR
	- PROPOSED FLOW ARROW
	- PROPOSED SPOT ELEVATION
	- PROPOSED FINISH YARD GRADE



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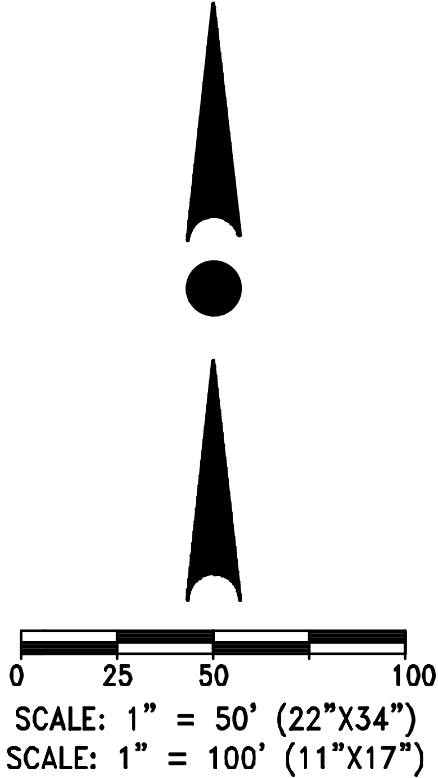
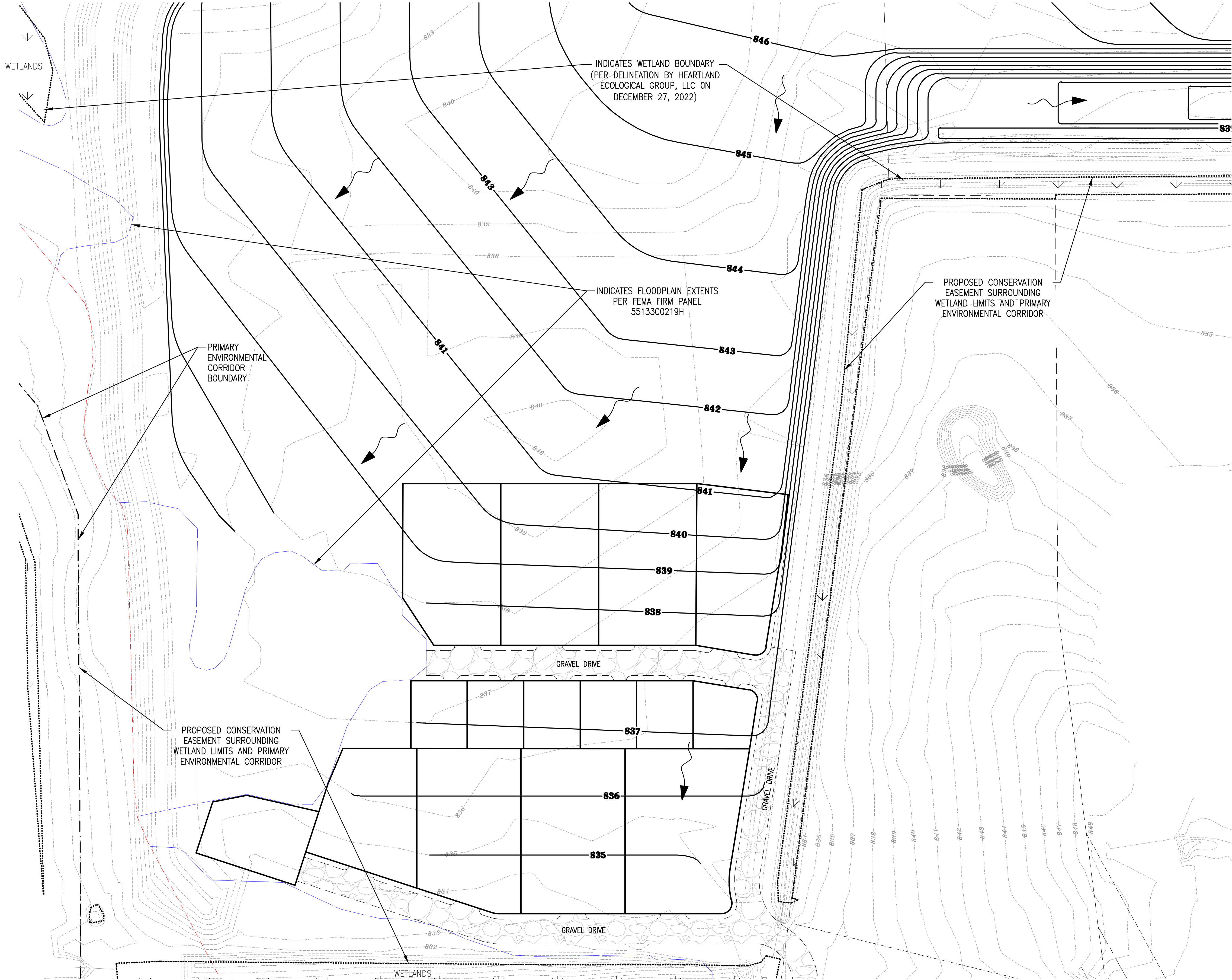
JOB NUMBER:
23-005-1180

DESCRIPTION:
GRADING & STORM SEWER PLAN

SHEET

C2.1

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LEGEND:	
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	PROPOSED FLOW ARROW
X 779.40	PROPOSED SPOT ELEVATION
FYG XXX.X-	PROPOSED FINISH YARD GRADE



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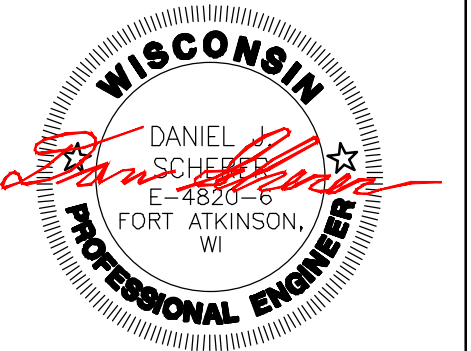
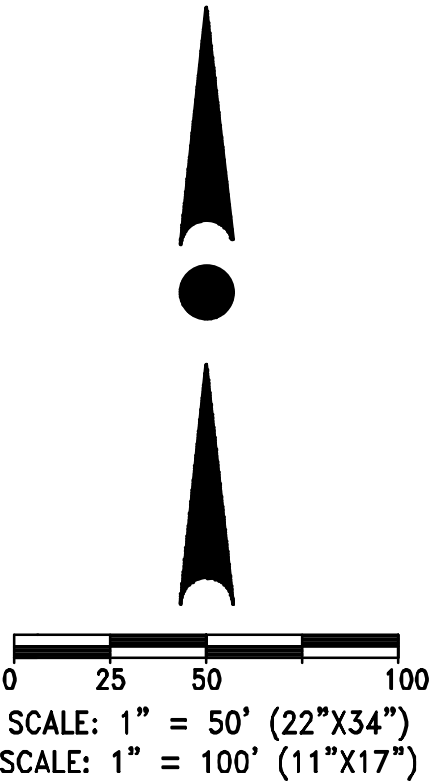
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GRADING & STORM SEWER PLAN

SHEET

C2.2



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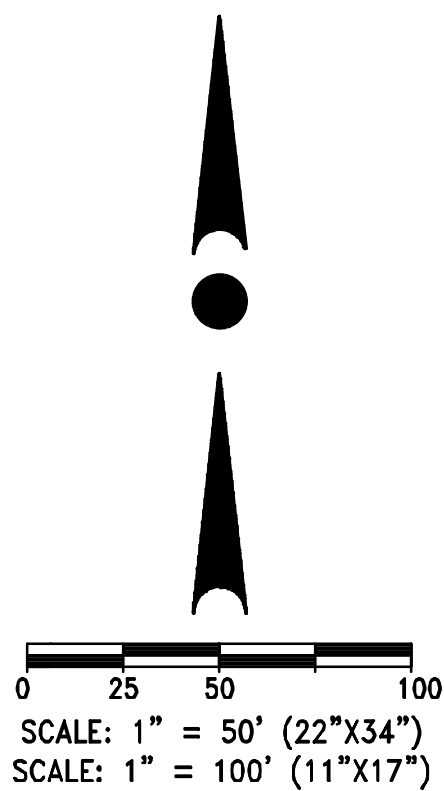
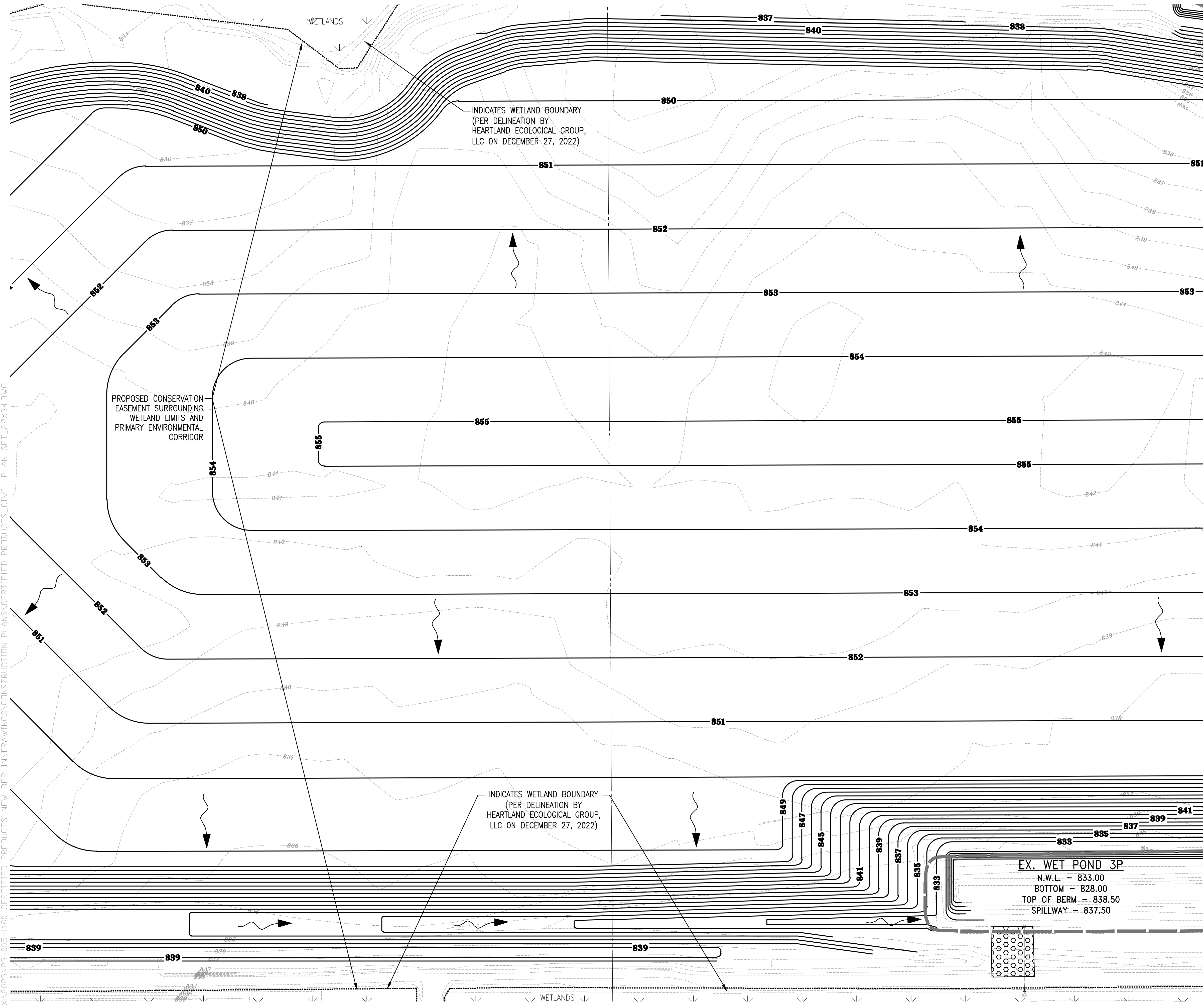
JOB NUMBER:
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DESCRIPTION:
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SHEET

C2.3

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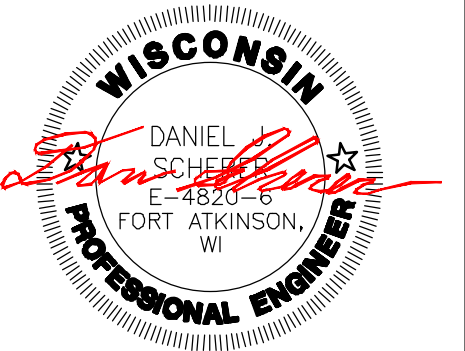
LEGEND:	
	- EXISTING CONTOUR
	- 795 - PROPOSED CONTOUR
	- PROPOSED FLOW ARROW
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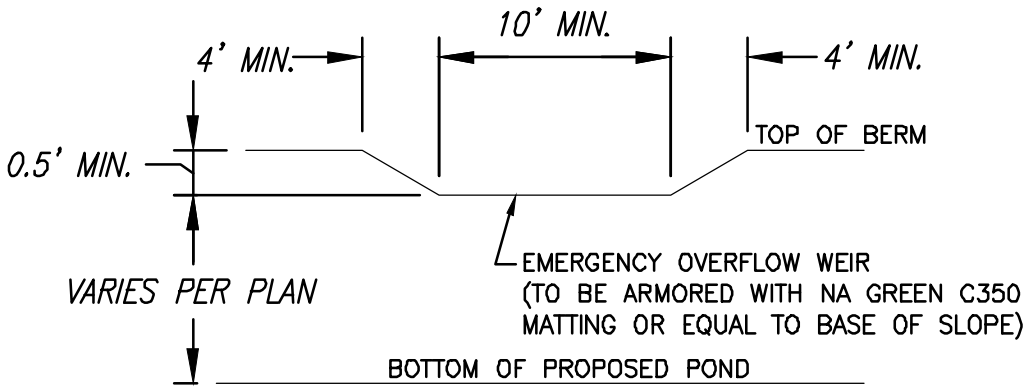
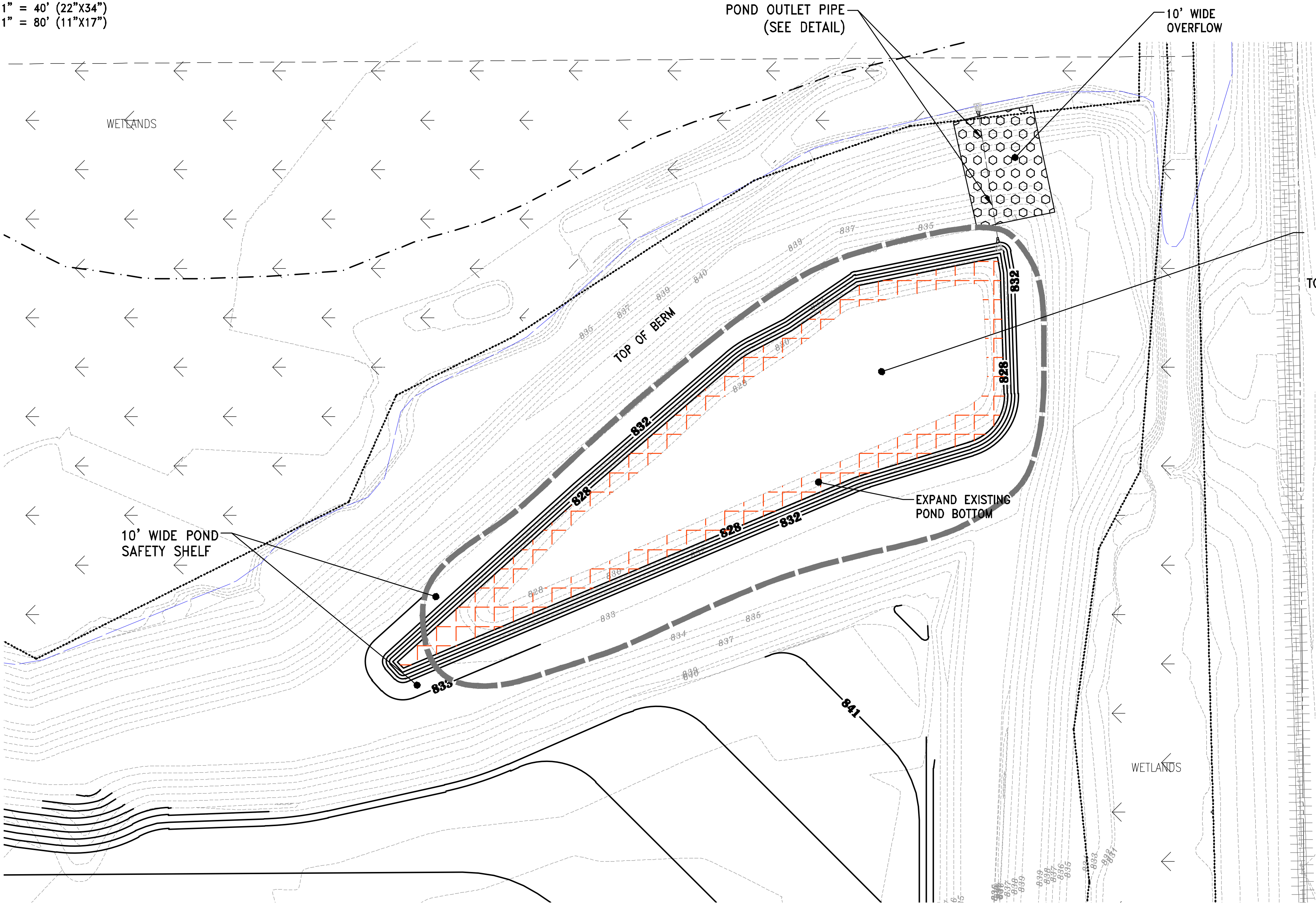
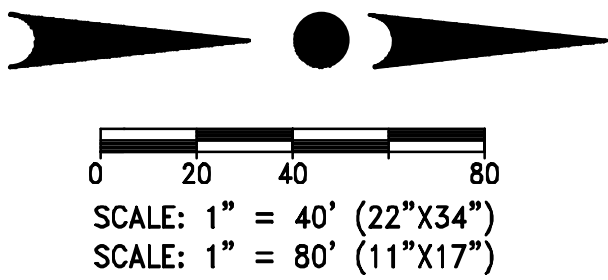
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DESCRIPTION:
GRADING & STORM SEWER PLAN

SHEET
C2.5

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TYPICAL EMERGENCY OVERFLOW WEIR DETAIL
NOT TO SCALE
NOTE: GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN.



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JOB NUMBER:

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DESCRIPTION:

POND DETAIL

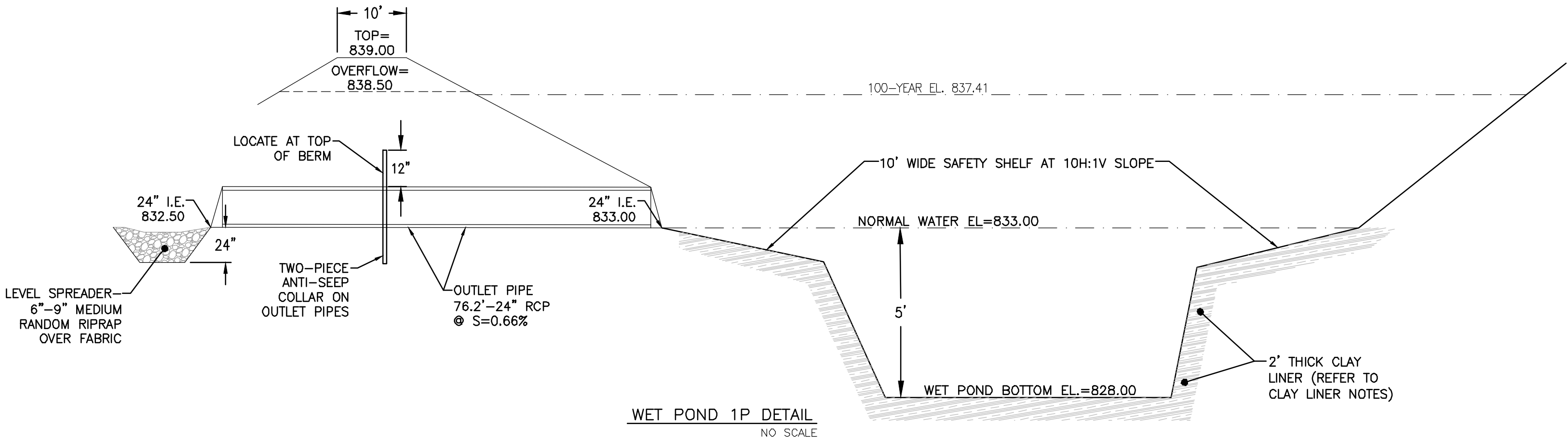
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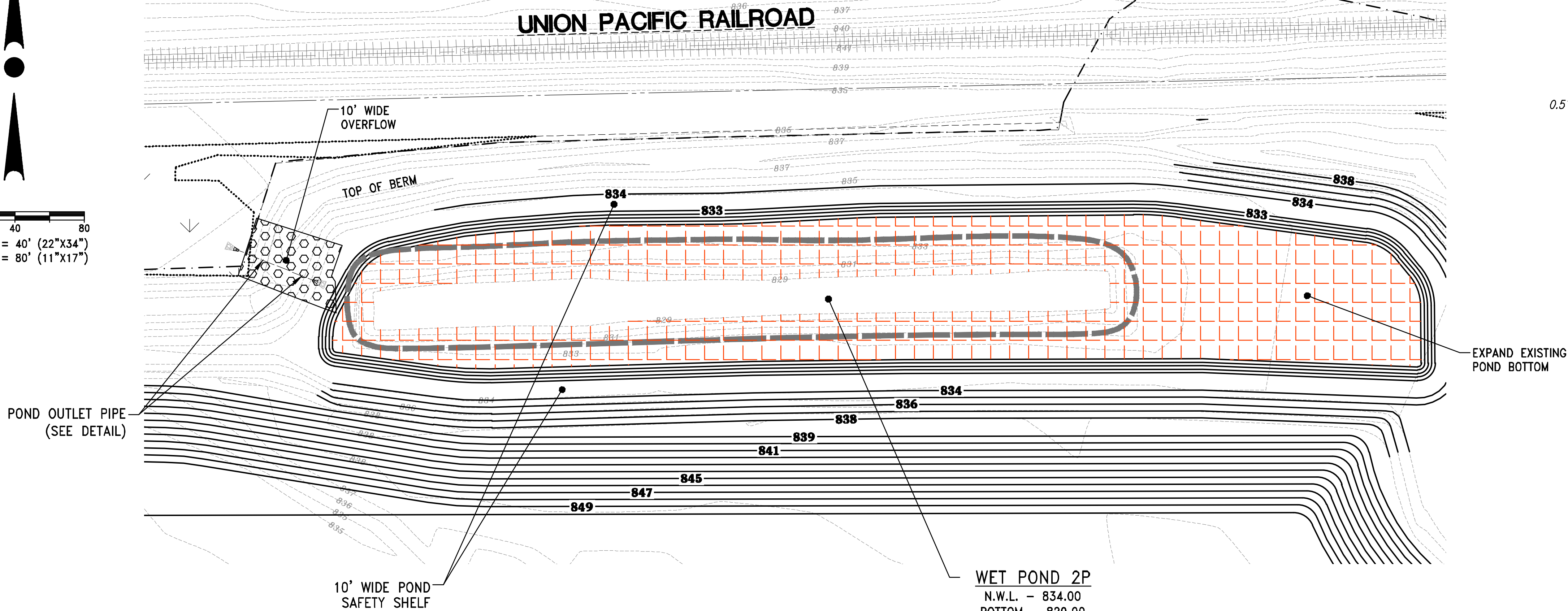
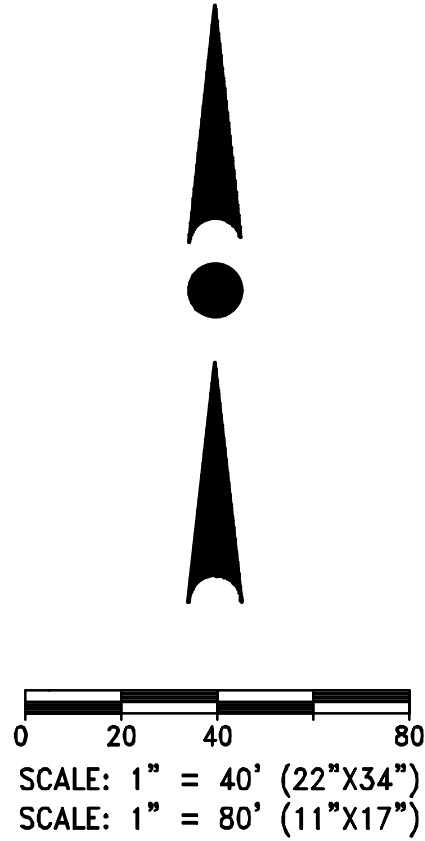
WET POND 1P DETAIL
NO SCALE

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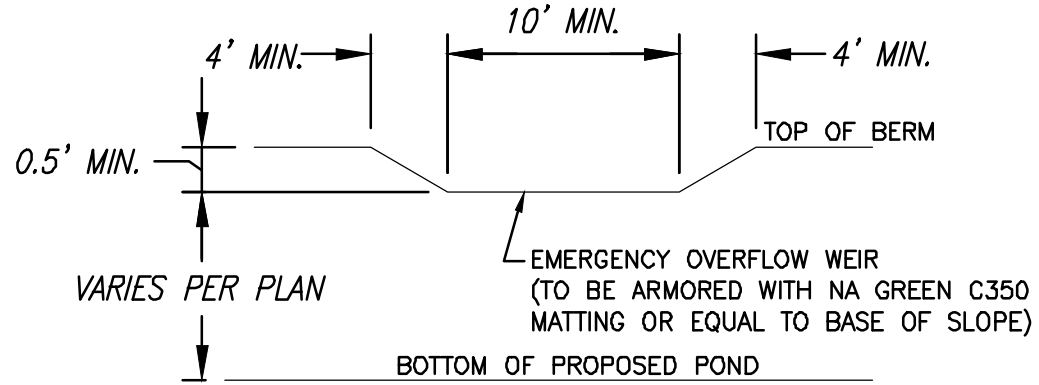
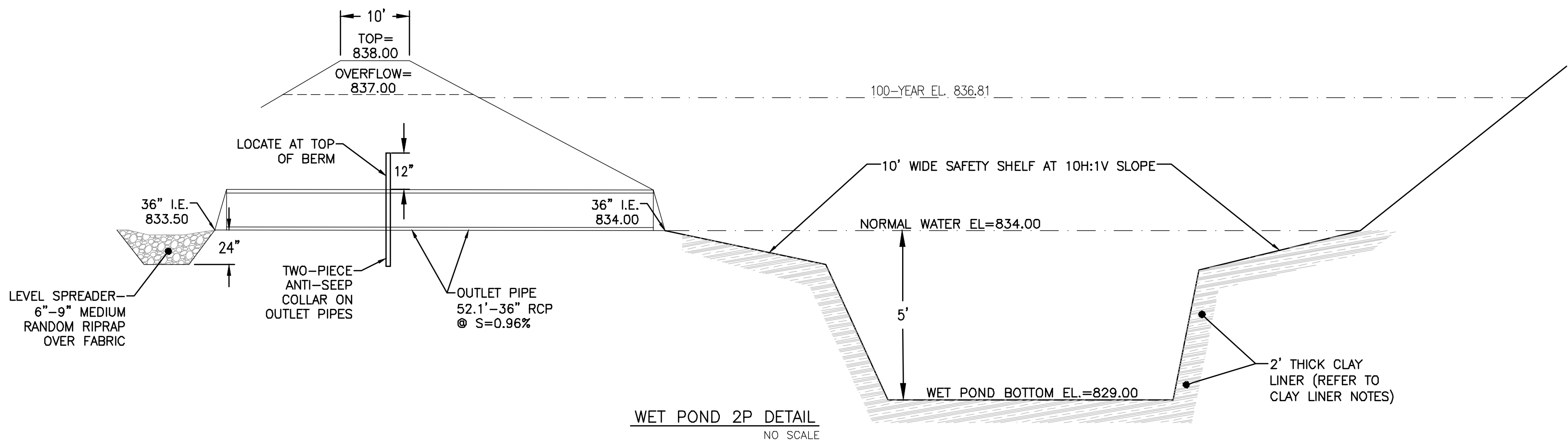


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WET POND 2P
N.W.L. - 834.00
BOTTOM - 829.00
TOP OF BERM - 838.00
SPILLWAY - 837.00
100-YR - 836.81
10-YR - 835.61
2-YR - 835.03
1-YR - 834.85



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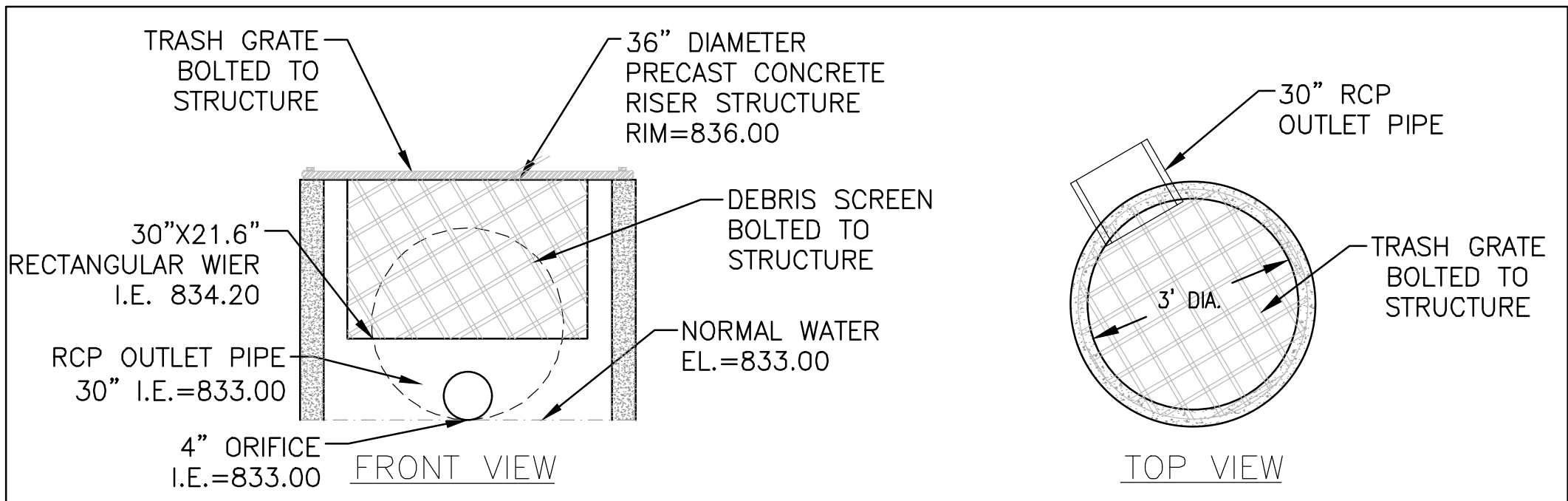
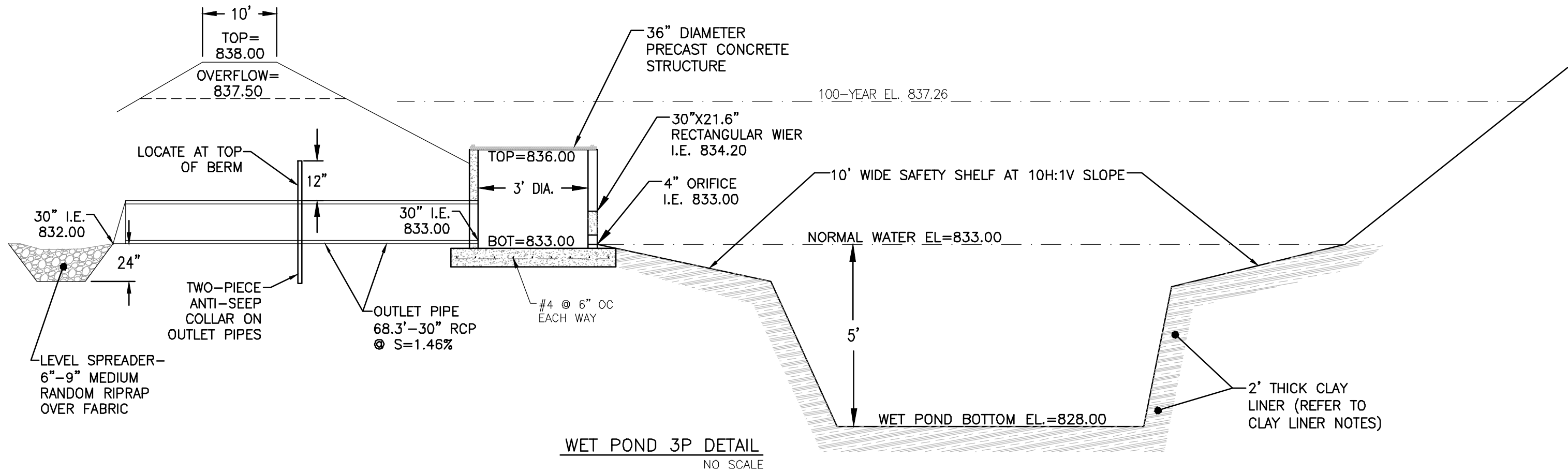
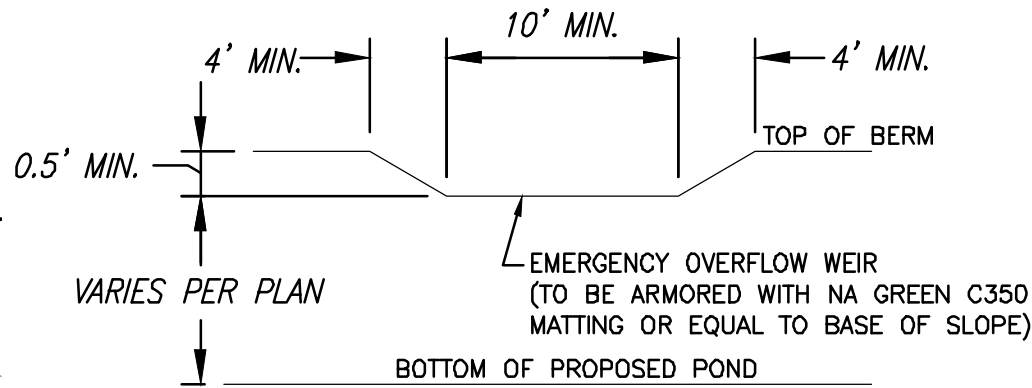
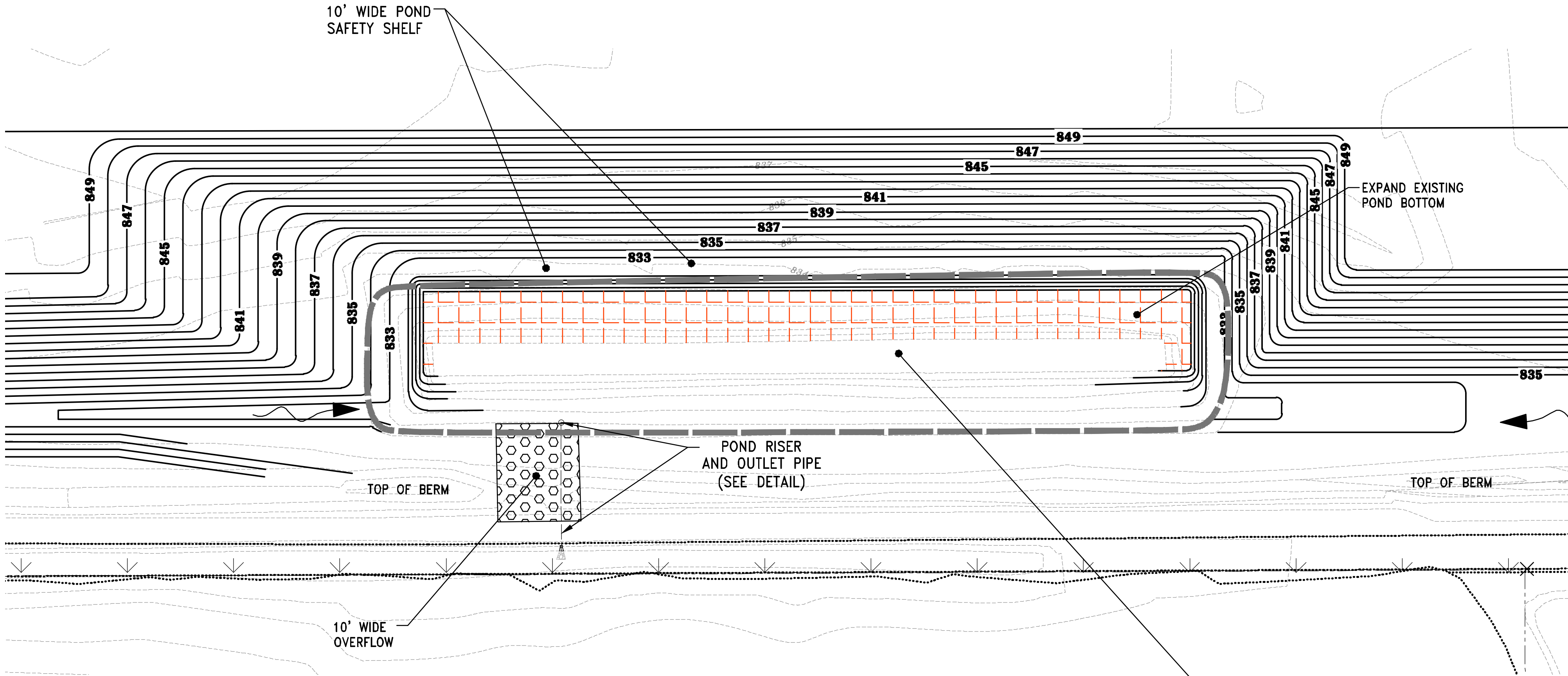
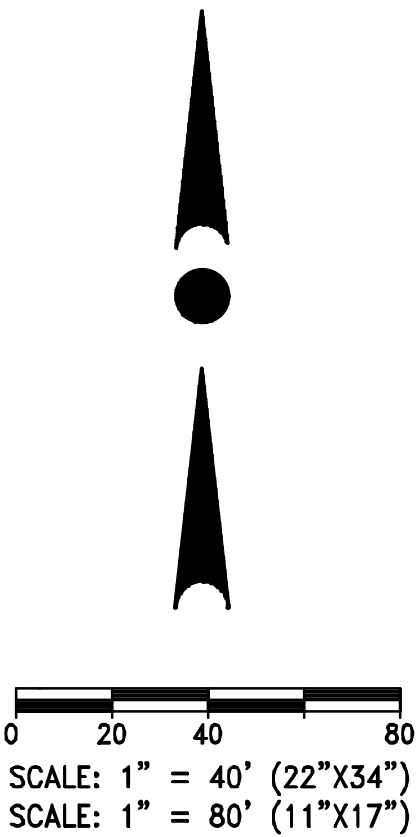
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DESCRIPTION:
POND DETAIL

SHEET

C2.7



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WISCONSIN
DANIEL SCHNEIDER
E-48320-6
FORT ATKINSON, WI
PROFESSIONAL ENGINEER

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING

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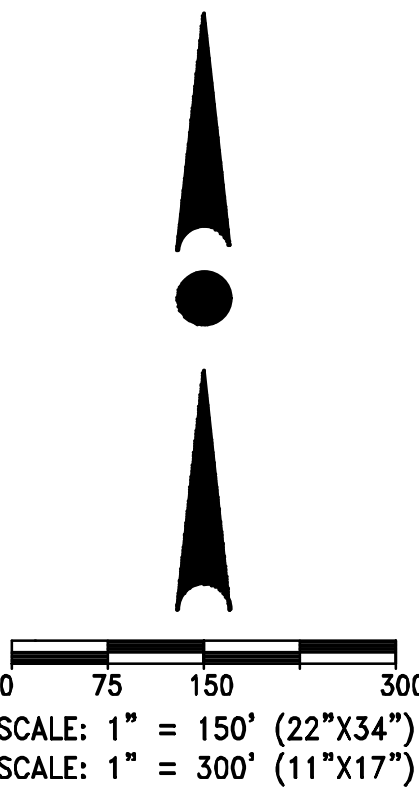
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DESCRIPTION:
POND DETAIL

SHEET
C2.8



TEMPORARY DEWATERING GEOTEXTILE BAG

1. IF DEWATERING IS REQUIRED, A GEOTEXTILE DEWATERING BAG MEETING THE SPECIFICATIONS IN THE TABLE TO THE RIGHT SHALL BE UTILIZED AS STATED ON THE EROSION CONTROL PLAN.
2. REFER TO WDMR TECHNICAL STANDARDS 1061 AND MANUFACTURERS REQUIREMENTS FOR INSTALLATION AND MAINTENANCE REQUIREMENTS.
3. CONTRACTOR MAY USE THRACE-LINO, INC 275EX GEOTEXTILE BAG, OR FUNCTIONAL EQUIVALENT TO MEET TECHNICAL STANDARD REQUIREMENTS.
4. CONTRACTOR MAY INSTALL HAY BALES AROUND DEWATERING BAG FOR STABILIZATION AS DICTATED BY SITE CONDITIONS.
5. MAX FLOW RATE SHALL NOT EXCEED 100GPM

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

LATE SEASON STABILIZATION NOTES:

THE OBJECTIVE IS TO STABILIZE THE SITE WITH 70% VEGETATIVE COVERAGE OF ALL PERVIOUS DISTURBED AREAS BEFORE THE END OF THE GROWING SEASON. THIS WILL BE DONE BY SEEDING OF ALL DISTURBED AREAS WITH PERMANENT VEGETATION BY SEPTEMBER 15, 2018. IF THIS DEADLINE IS MISSED, THEN STABILIZATION WILL BE COMPLETED BY:

1. SEEDING OF ALL DISTURBED AREAS WITH TEMPORARY SEED MIX (OATS, WINTER WHEAT, ANNUAL RYE) BY OCTOBER 15. PERMANENT SEED MIX MUST THEN BE IMPLEMENTED BY JUNE 1 OF THE FOLLOWING YEAR.
2. IF THE OCTOBER 15 DEADLINE IS MISSED, COVERAGE OF ALL DISTURBED AREAS BY NOVEMBER 1 WITH:
 - a. TOPSOIL, SEED, AND THE MATERIAL CALLED FOR IN THE APPROVED STABILIZATION PLANS, WHERE TOPSOIL, SEED, AND EROSION CONTROL MATTING IS CALLED FOR.
 - b. TOPSOIL, SEED, AND TYPE A SOIL STABILIZER FROM THE WDOT PRODUCT ACCEPTABILITY LIST OR OTHER METHOD APPROVED BY THE VILLAGE ENGINEER FOR ALL AREAS WHERE SEED, TOPSOIL, AND MULCH IS CALLED FOR IN THE APPROVED PLANS.
3. IF THE NOVEMBER 1 DEADLINE HAS BEEN MISSED, AND THE VILLAGE ENGINEER HAS DETERMINED THAT IT IS INFEASIBLE TO RE-APPLY TOPSOIL, THE PERMIT APPLICANT SHALL:
 - a. APPLY TYPE A SOIL STABILIZER FROM THE WDOT PRODUCT ACCEPTABILITY LIST TO ALL DISTURBED AREAS.
 - b. INSTALL DITCH CHECKS IN ALL DITCHES WITH SLOPE GREATER THAN 0.5% AT INTERVALS SUCH THAT THE TOP OF THE DOWNHILL DITCH CHECK IS AT THE ELEVATION OF THE FOOT OF THE UPHILL DITCH CHECK. DITCH CHECKS SHALL BE EITHER:
 - i. TRIANGULAR FOAM-CORE
 - ii. STONE INSTALLED PER THE WDNR TECHNICAL STANDARD
 - iii. COMPOST-FILLED TUBES, OR
 - iv. A COMPARABLE PRODUCT AS APPROVED BY THE VILLAGE ENGINEER.

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

CALL DIGGERS HOTLINE 1-800-242-8511

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



PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151

REVISION HISTORY	
DATE	DESCRIPTION
11/08/23	PRELIMINARY CIVL PLANS
03/15/24	PRELIMINARY CIVL PLANS
06/08/24	PRELIMINARY CIVL PLANS

DATE:
MAY 06, 2024

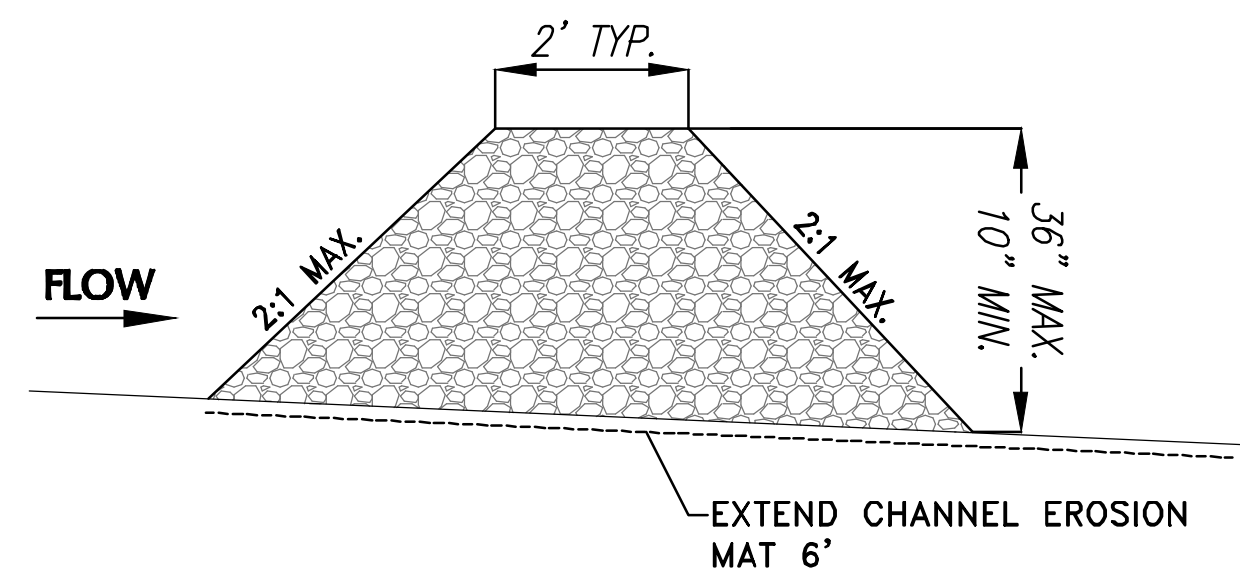
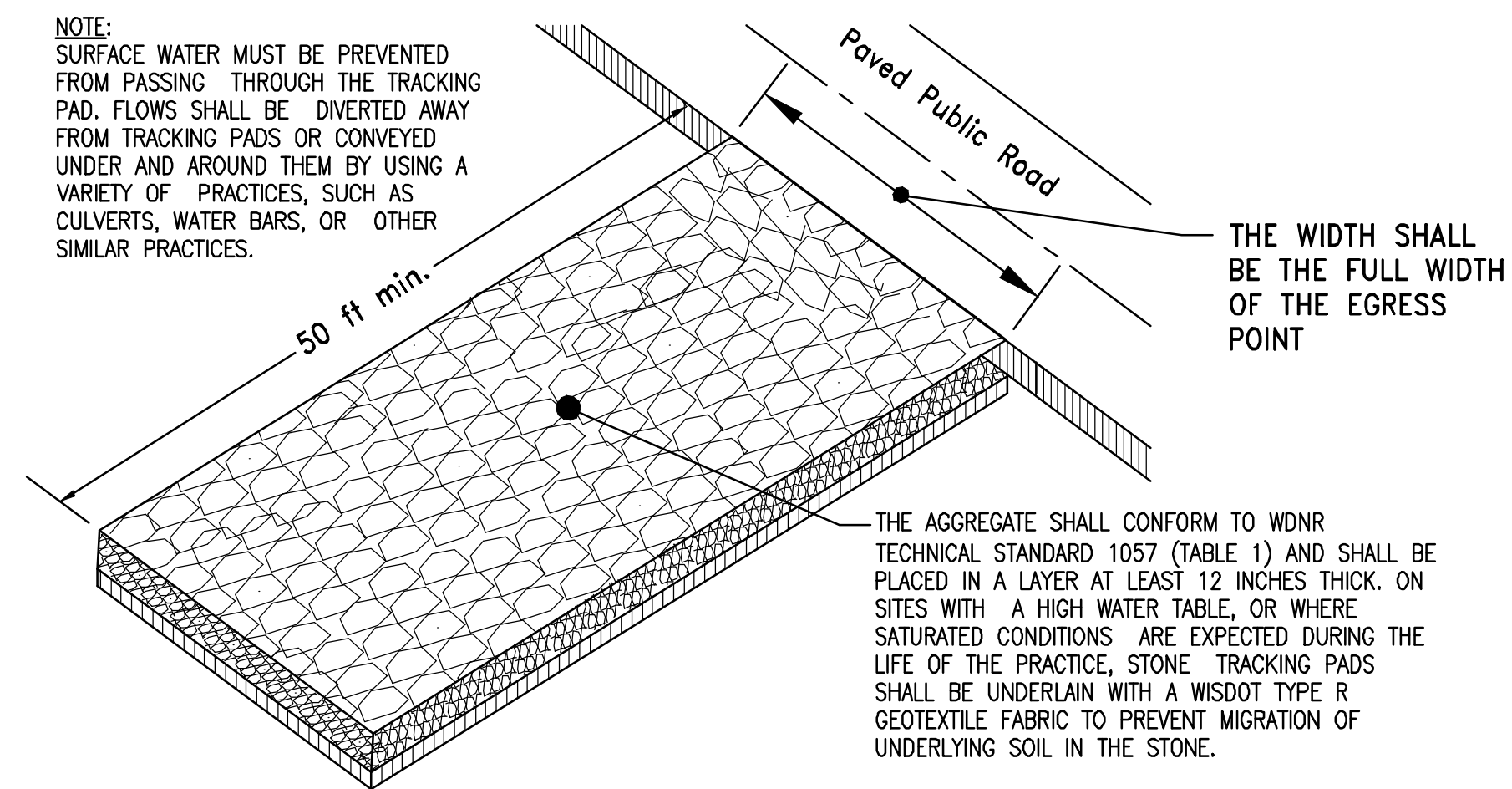
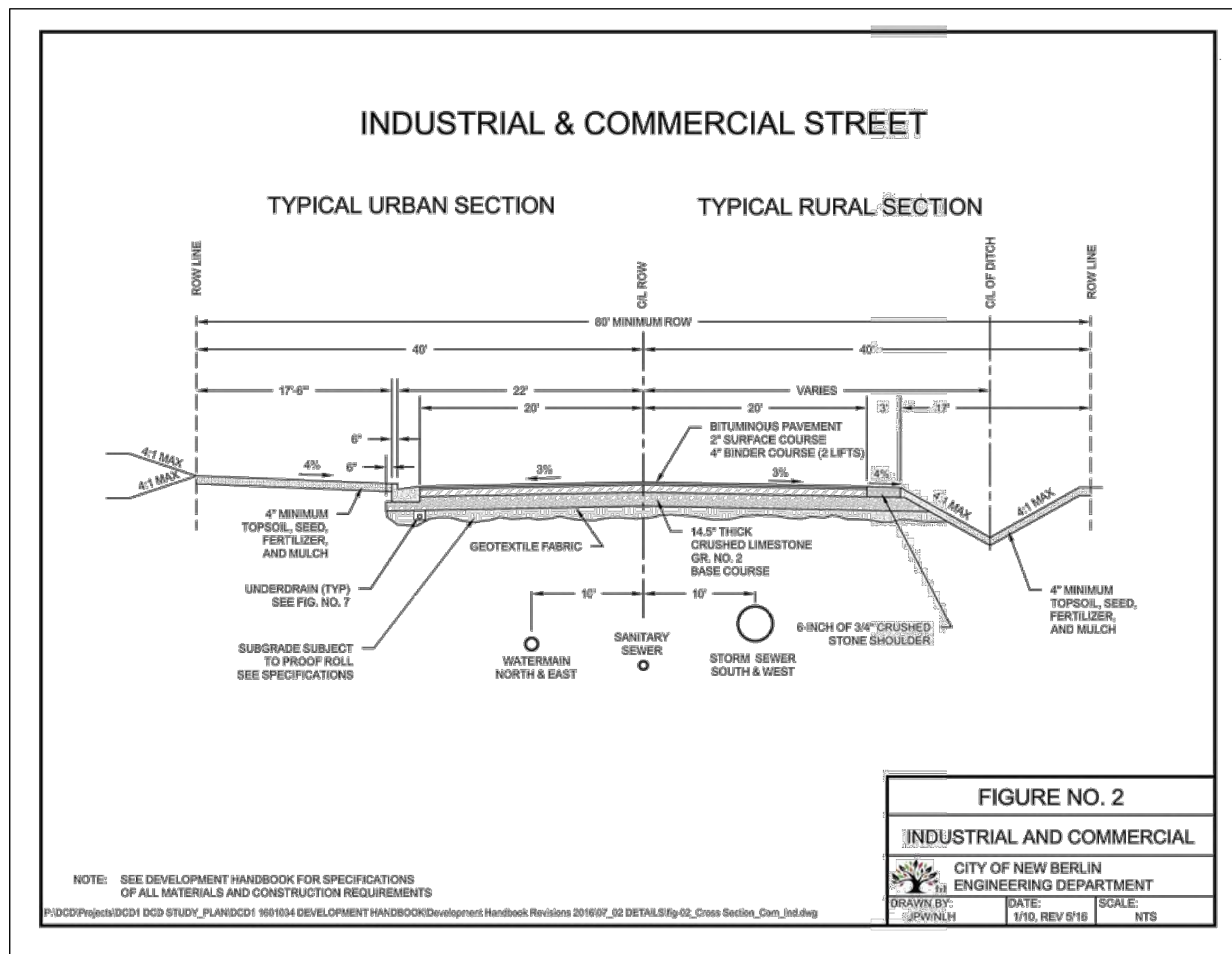
JOB NUMBER:
23-005-1180

DESCRIPTION:

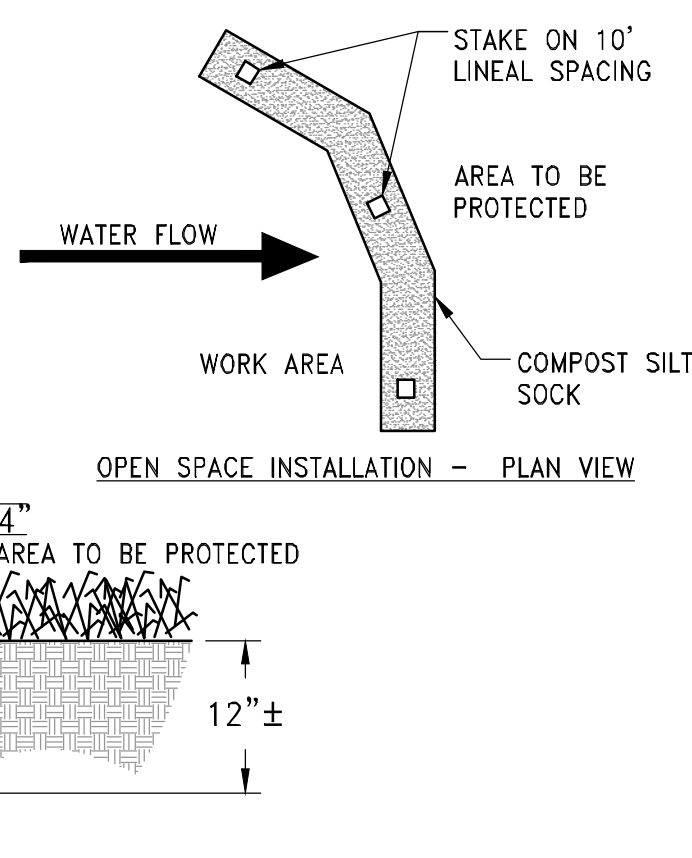
**EROSION
CONTROL PLAN**

SHEET

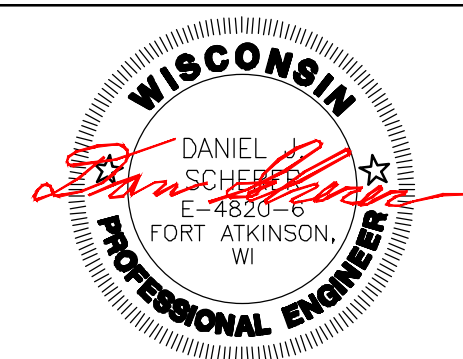
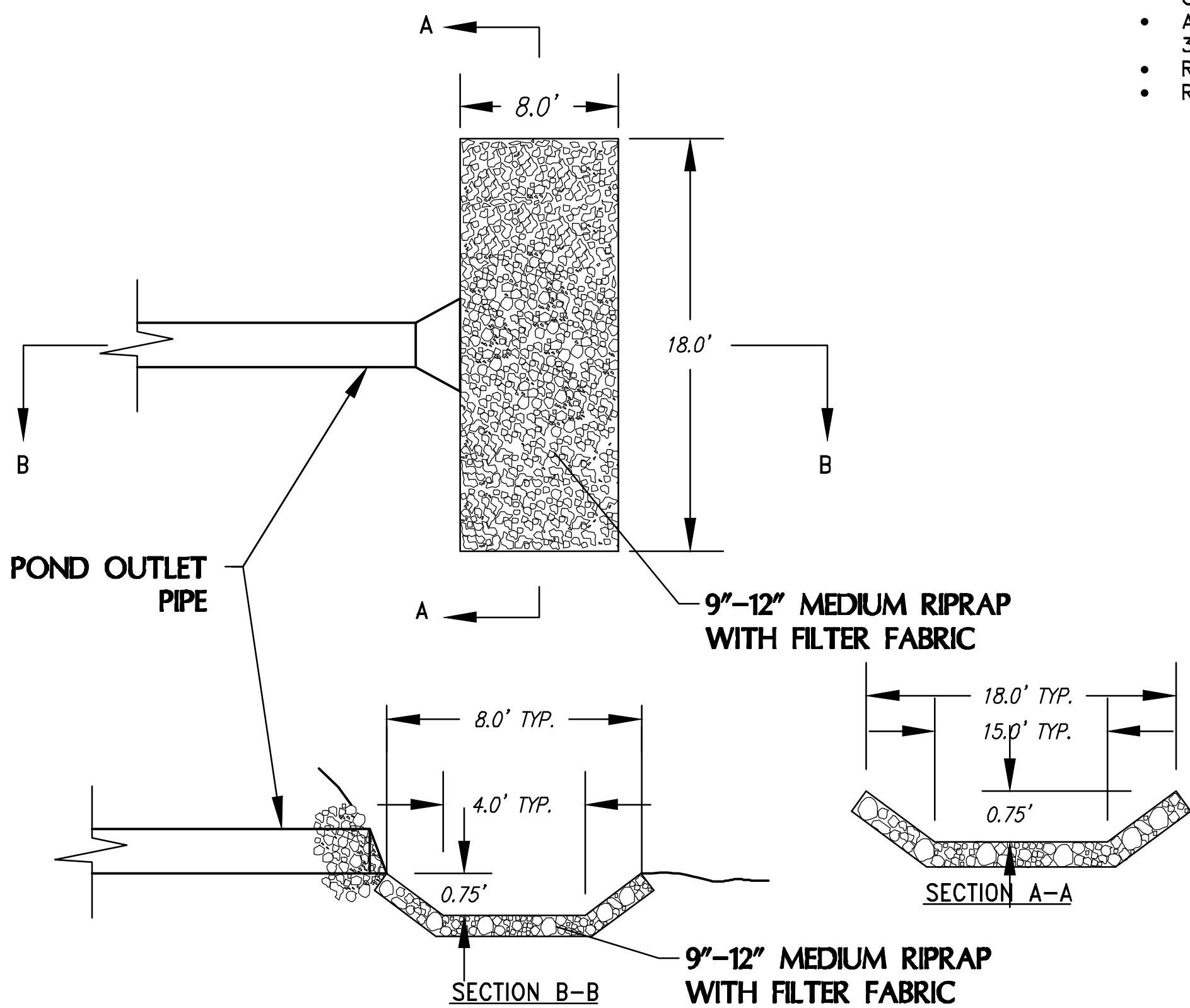
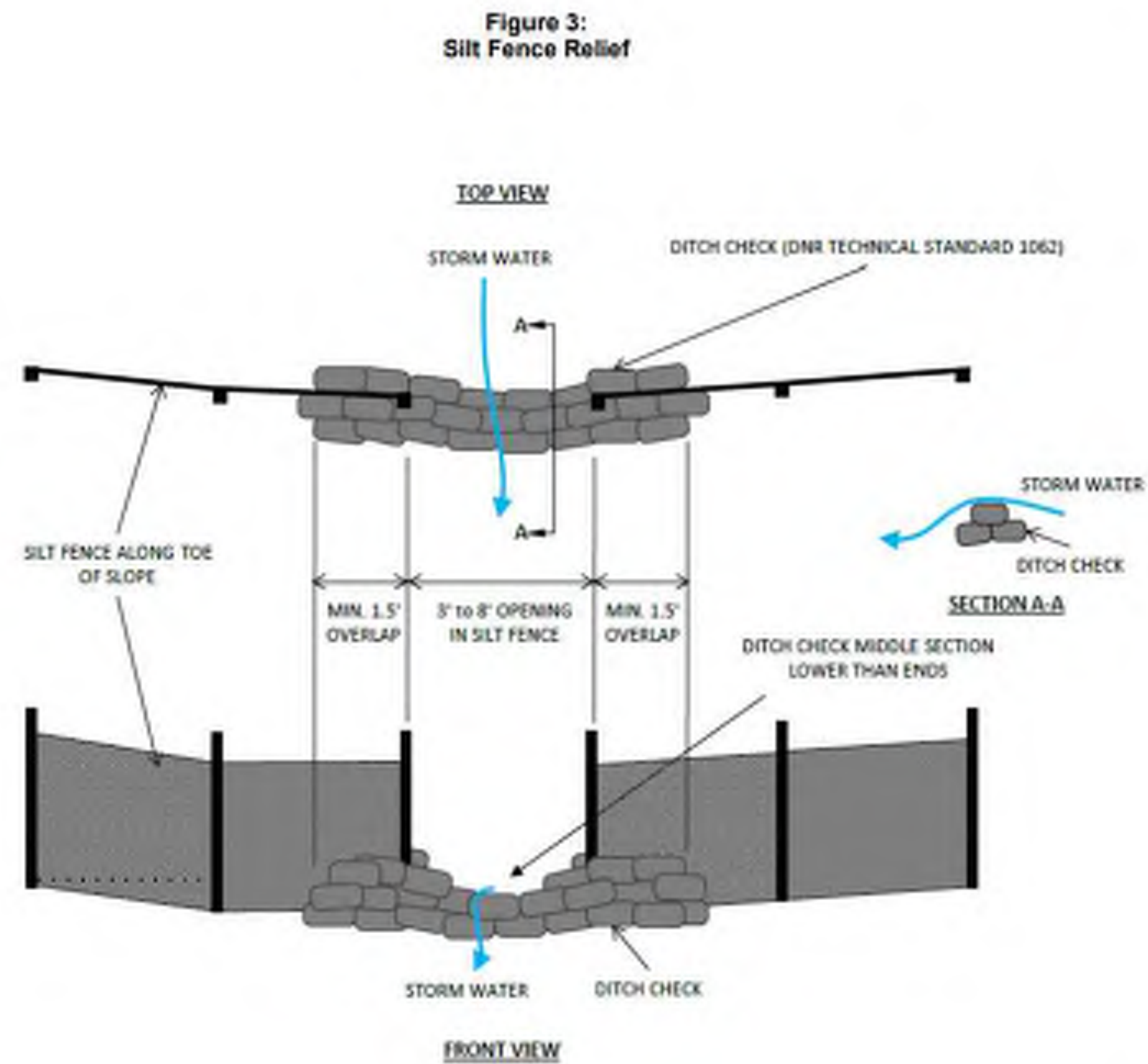
C3.0



- NOTES:**
- STONE DITCH CHECKS SHALL BE CONSTRUCTED OF A WELL GRADED ANGULAR STONE, A D⁵⁰ OF 3" OR GREATER WITH NO MORE THAN 5% PASSING THE NO. 4 SIEVE.
 - A ONE FOOT LAYER OF 1" (NO. 2) WASHED STONE OVER A 3" TO 6" CLEAR STONE, OR
 - ANGULAR STONE MEETING THE GRADATION FOR WISDOT SPECIFICATION 312 FOR SELECTED CRUSHED MATERIAL.
 - REFER TO EROSION CONTROL PLAN FOR DITCH CHECK HEIGHT.
 - REFER TO WDNr TECHNICAL STANDARD 1062 FOR ADDITIONAL DETAILS.



- NOTES:**
1. ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS
 2. REFER TO MANUFACTURERS AND/OR SUPPLIERS.
 3. SPECIFICATIONS FOR INSTALLATION RECOMMENDATIONS.
 4. ACTUAL LOCATION MAY BE FIELD ADJUSTED TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION.
 5. INSTALL EVERY 200' OR 2" GRADE DROP IN SWALES.



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuodelko@trioeng.com

**PROJECT:
CERTIFIED PRODUCTS
CITY OF NEW BERLIN, WISCONSIN
BY: WORKMAN ENTERPRISES
19700 W. LINCOLN AVE.
NEW BERLIN, WI 53151**

REVISION HISTORY

DATE	DESCRIPTION
11/08/23	PRELIMINARY CIVL PLAN
03/15/24	PRELIMINARY CIVL PLAN
05/06/24	PRELIMINARY CIVL PLAN

DATE:
MAY 06, 2024

JOB NUMBER:
23-005-1180

DESCRIPTION:

**CONSTRUCTION
NOTES & DETAILS**

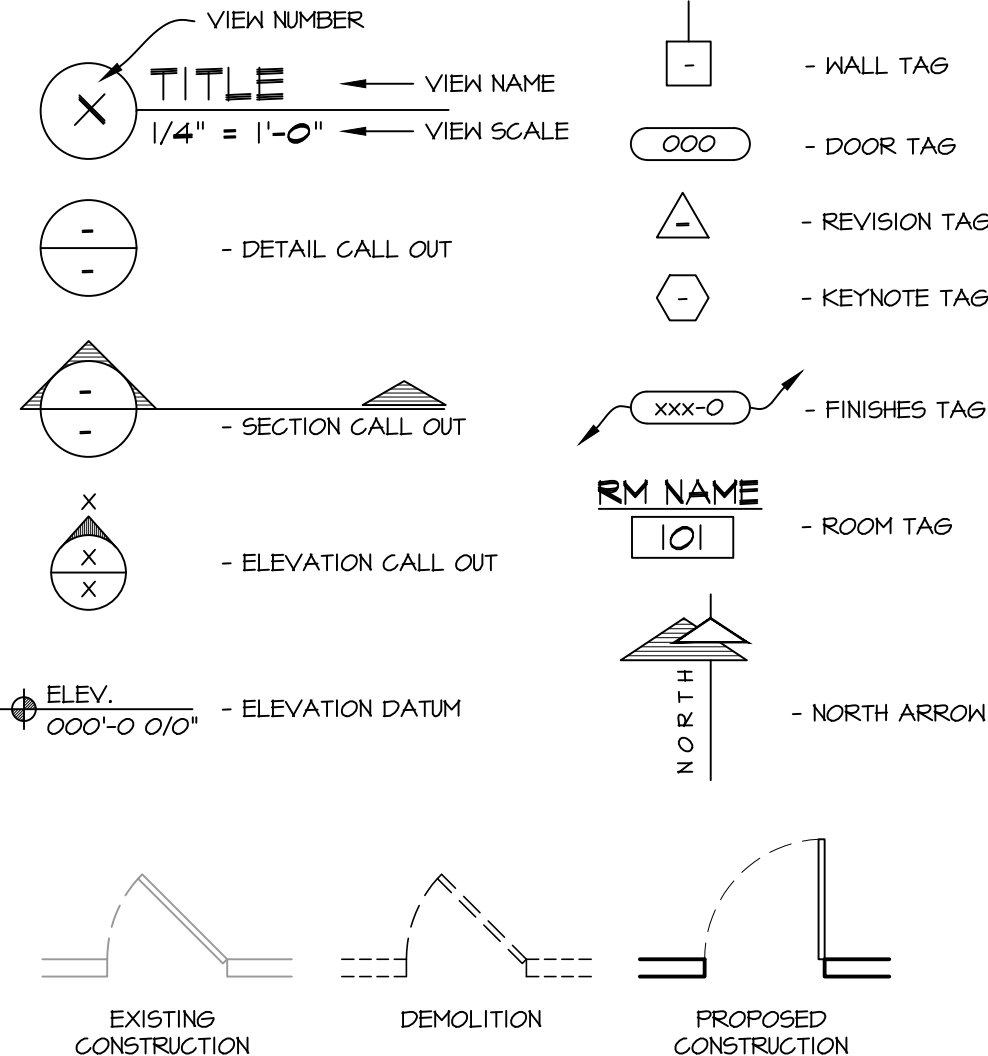
SHEET

C4.0

ABBREVIATIONS

AFF	Above Finished Floor	FC	Fire Code	NC	Not in Contract	T	Tread
ALUM	Aluminum	FD	Floor Drain	NO	Number	T & G	Tongue & Groove
ARCH	Architect	FDN	Foundation	NONCOM	Noncombustible	TEMP	Temporary
		FIN	Finished	NTS	Not to Scale	THK	Thick
BLDG	Building	FLR	Floor	O/	On, Over	TOF	Top of Footing
BLKG	Blocking	FT	Foot or Feet	OC	On Center	TRTD	Treated
BRG	Bearing	FTG	Footing	OPNG	Opening	TV	Television
				OPP	Opposite	TYP	Typical
CLG	Ceiling	GYP	Gypsum	OH	Overhead	UL DES	Underventers
CONC	Concrete	HT	Height	PLY	Plywood		Laboratory
CONSTR	Construction	HC	Handicap	PROP	Property	UNO	Unless Noted
CONT	Continuous	HDR	Header	PT	Point		Otherwise
CONTR	Contractor	HR	Hour	PVMT	Pavement	VB	Vapor Barrier
GTR	Center	HVAC	Heating, Ventilating & Air Conditioning	PWR	Power	VCT	Vinyl Composite Tile
				PSF	Pounds per Square Foot	VEN	Veneer
				PSL	Parallel Structure Lumber		
DP	Deep			R	Riser	W	Wide
DBL	Double	INCL	Including	RAD	Radius	W/	With
DET	Detail	INSUL	Insulation	REF	Refrigerator	WD	Wood
DIA	Diameter	INT	Interior	REINF	Reinforcing	WIN	Window
DIM	Dimension			REQD	Required	WO	Without
DN	Down	JST	Joints	REV	Revision	WP	Weatherproof
DR	Door	KD	Kiln Dried	RM	Room	WPF	Welded Wire Fabric
DS	Downspout	LAV	Lavatory	RO	Rough Opening		
DWG	Drawing	LT	Light				
		LVL	Laminated Veneer Lumber				
				SECT	Section		
EA	Each			SHT	Sheet		
ELEC	Electrical	MAX	Maximum	SHG	Sheeting		
ELEV	Elevation	MC	Moisture Content	SHS	Similar		
EP	Electrical Panel	MECH	Mechanical	SHV	Specified		
EXT	Exterior	MET	Metal	SPEC	Standard		
		MFR	Manufacturer	STD	Storage		
		MIN	Minimum	STOR	Southern Yellow Pine		
		MISC	Miscellaneous	SYP			

SYMBOL LEGEND

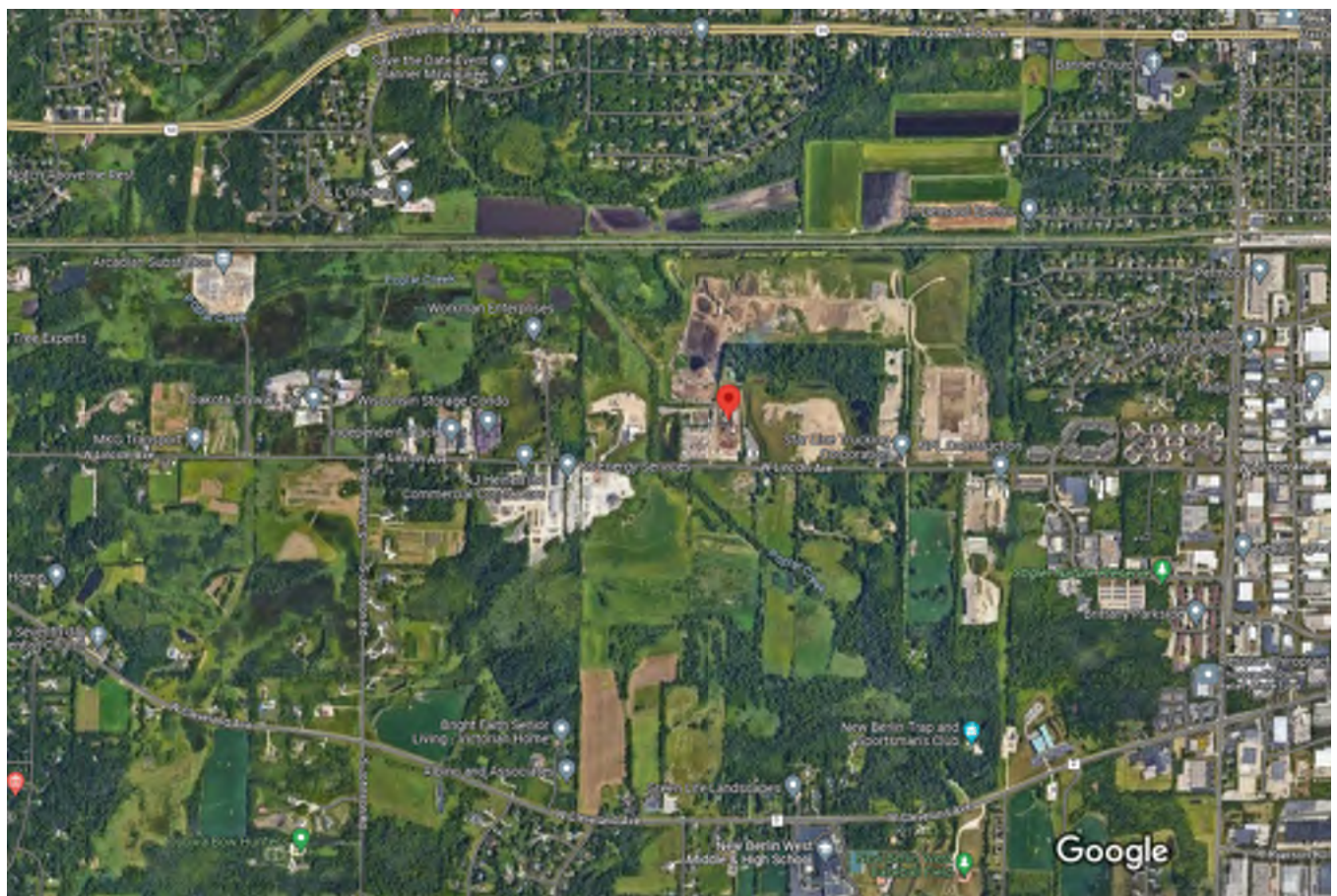


PLAN NOTES:

- ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTORS MUST REVIEW ALL DETAILS OF THEIR TRADES AND BE RESPONSIBLE FOR THE SAME.
- DO NOT SCALE DIMENSIONS FROM DRAWINGS. CONSULT GENERAL CONTRACTOR OR THE ARCHITECT WITH ANY QUESTIONS.
- COORDINATION OF THE VARIOUS TRADES FOR SAFE CONDITIONS ON THE JOB SITE, AND FOR THE PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.

GENERAL NOTES:

- THE DESIGNER MAINTAINS NO RESPONSIBILITY FOR THE GENERAL CONTRACTOR, SUBCONTRACTORS, OR THOSE WORKING IN SUCH CAPACITIES, FOR THE METHODS USED, OR LACK THEREOF, IN THE EXECUTION OF THE WORK AND SAFETY PROCEDURES AND PRECAUTIONS TAKEN AT THE PROJECT SITE.
- CONTRACTORS SHALL ASSUME FULL RESPONSIBILITY - UNRELIEVED BY REVIEW OF SHOP DRAWINGS NOR BY SUPERVISION OR PERIODIC OBSERVATION OF CONSTRUCTION FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS - FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS, FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING EXCAVATION, SHORING AND SCAFFOLDING, BRACING, ERECTION, FORM WORK, ETC.), FOR COORDINATION OF THE VARIOUS TRADES FOR SAFE CONDITIONS ON THE JOB SITE, AND FOR THE PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.
- THE INFORMATION CONTAINED ON THE DRAWINGS IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES, OR APPLICABLE STANDARDS, CODES, ETC., INCORPORATED THEREIN BY REFERENCE, OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.
- UNLESS NOTED OTHERWISE, ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE.
- UNLESS OTHERWISE SHOWN OR NOTED, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND THE PLACEMENT OF ANY INSERTS, HANGARS, PIPE SLEEVES, HOLES OR ANCHOR BOLTS THAT ARE REQUIRED BY THE MECHANICAL OR ELECTRICAL EQUIPMENT.
- THE CONTRACTOR SHALL COMPLY WITH THE LATEST OCCUPATIONAL SAFETY HEALTH ACT REQUIREMENTS.
- ALL STATE, LOCAL AND OSHA SAFETY CODES SHALL BE A PART OF THESE PLANS, AND IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO SEE THAT ALL PARTIES THAT WORK AT OR VISIT THE JOB SITE COMPLY WITH SAME.



LOCATION PLAN

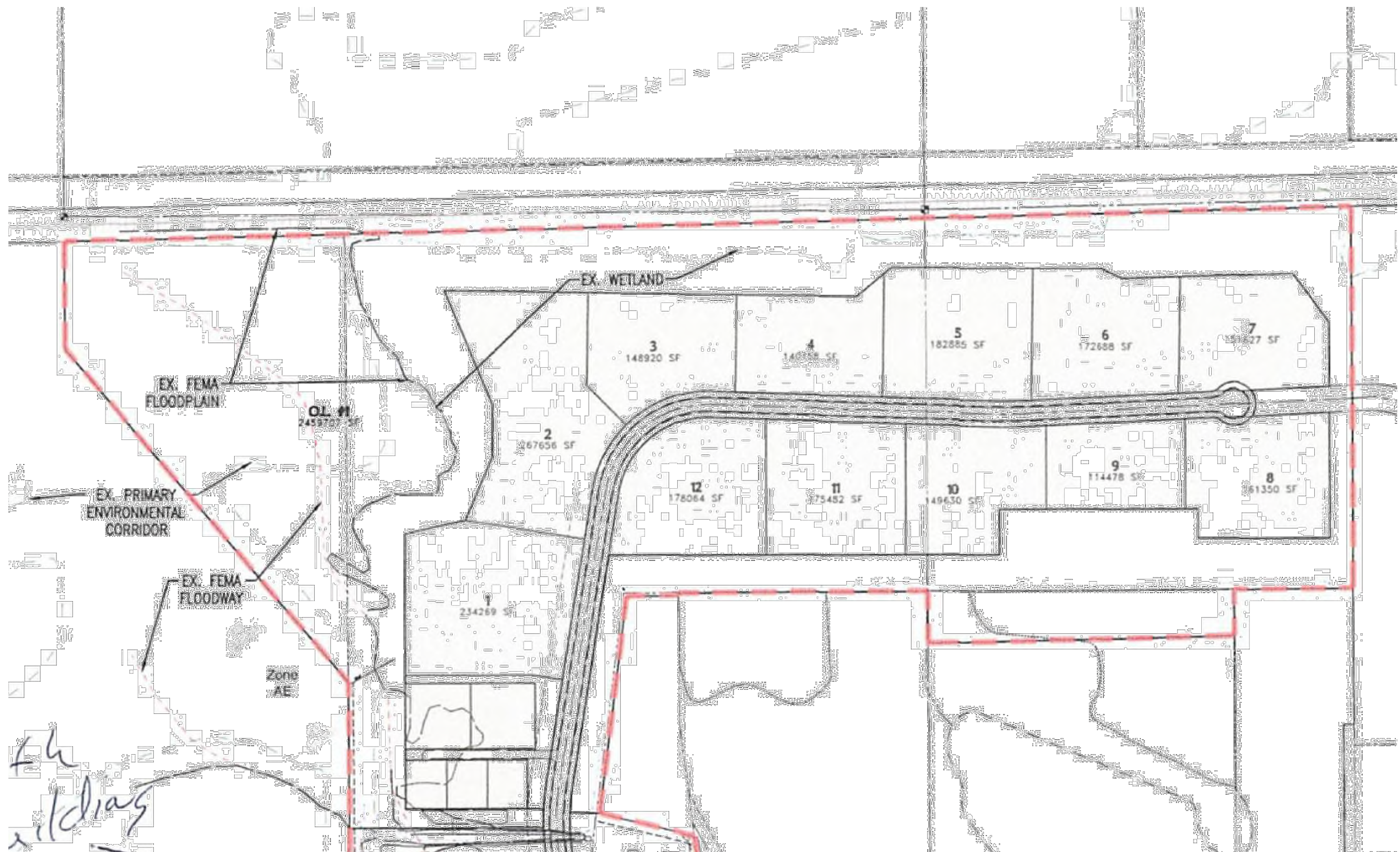
BUILDING DATA :

USE AND OCCUPANCY CLASSIFICATION: (Chapter-3)	NON-SEPARATED MIXED USE, "A-2" IS MOST RESTRICTIVE
ALLOWED AREA AND HEIGHT:	A-2 - ASSEMBLY (RESTAURANT)
	M - MERCANTILE (STORE)
	S-1 - MODERATE-HAZARD STORAGE (LIQUOR STORAGE)
	A-2 (BY) TWO STORIES - 18,000 sq. ft.
	(BASE S.F. = 6,000 S.F. PER TABLE 503)
	2 STORIES PER SPRINKLER INCREASE (IBC 504.2)
	300% AREA INCREASE - PER SPRINKLER INCREASE (IBC 506.3)
ACTUAL AREA:	TOTAL FIRST FLOOR AREA: 10,680 S.F.
SPRINKLERS:	COMPLETE PER NFPA-13
CONSTRUCTION TYPE: (Table-601)	"V-B"
FIRE RATINGS (per table 601.4.2)	
STRUCTURAL FRAME:	O - HR. RATING
BEARING WALLS EXTERIOR:	O - HR. RATING
BEARING WALLS INTERIOR:	O - HR. RATING
NON-BEARING WALLS EXTERIOR:	O - HR. RATING
NON-BEARING WALLS INTERIOR:	O - HR. RATING
FLOOR CONSTRUCTION:	O - HR. RATING
ROOF CONSTRUCTION:	O - HR. RATING
EXIT TRAVEL DISTANCE: (Table 1016.1)	250 feet in "A-2", "S-1", "M"
COMMON PATH OF TRAVEL: (per 1014.3)	30 feet in "A-2"
	75 feet in "M"
	100 feet in "S-1"
TOTAL OCCUPANCY LOADING (per TABLE 1004.1.1)	331 TOTAL OCCUPANTS (PER OCCUPANCY PLAN)
PLUMBING FIXTURE REQUIREMENTS: (per TABLE 2902.1)	
WATER CLOSETS "A-2 RESTAURANT" (63 TOTAL OCCUPANTS)	
MALE (1 PER 75)	(62 / 75) = 1.00 REQUIRED
FEMALE (1 PER 75)	(62 / 75) = 1.00 REQUIRED
LAVATORIES (1 PER 200)	(263 / 200) = .83 REQUIRED
DRINKING FOUNTAINS (1 PER 100)	(263 / 500) = .53 REQUIRED
WATER CLOSETS "M MERCANTILE" (168 TOTAL OCCUPANTS)	
MALE (1 PER 500)	(64 / 500) = .17 REQUIRED
FEMALE (1 PER 500)	(64 / 500) = .17 REQUIRED
LAVATORIES (1 PER 50)	(168 / 750) = .22 REQUIRED
DRINKING FOUNTAINS (1 PER 1000)	(168 / 1000) = .168 REQUIRED
WATER CLOSETS "S-1 STORAGE" (2 TOTAL OCCUPANTS)	
MALE (1 PER 500)	(2 / 500) = .004 REQUIRED
FEMALE (1 PER 500)	(2 / 500) = .004 REQUIRED
LAVATORIES (1 PER 750)	(4 / 750) = .005 REQUIRED
DRINKING FOUNTAINS (1 PER 1000)	(4 / 1000) = .004 REQUIRED
TOTAL PROVIDED SHARED PLUMBING FIXTURES:	
MALE WATER CLOSETS	1.25 REQUIRED 6 PROPOSED
FEMALE WATER CLOSETS	1.25 REQUIRED 4 PROPOSED
LAVATORIES (1 PER 750)	1.05 REQUIRED 2 PROPOSED
DRINKING FOUNTAINS (1 PER 1000)	.69 REQUIRED 2 PROPOSED
PARKING REQUIREMENTS: (per VILLAGE OF WADSWORTH 10-5-9-C)	= 87 REQUIRED, 90 PROPOSED (INCL. 4 ADA)
CONVENIENCE STORE (6 PER 1,000 S.F.)	(6806 / 1000) X 6 = 40.8 REQ.D
STANDARD RESTAURANT (12 PER 1,000 S.F.)	(3851 / 1000) X 12 = 46.2 REQ.D

SHEET INDEX

T-1	SHEET INDEX, BUILDING DATA, OCCUPANCY, SITE PLAN, LOCATION PLAN, & GENERAL NOTES
A-1	FOUNDATION PLAN & SECTION
A-2	FIRST FLOOR PLAN & MOUNTING HTS.
A-3	ELEVATIONS
S-1	STRUCTURAL SPECIFICATIONS
S-2	CONCRETE DETAILS
S-3	WOOD DETAILS
S-4	SHEAR WALL PLAN

NOT FOR CONSTRUCTION



SITE PLAN

NOT TO SCALE

CERTIFIED PRODUCTS

19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

SHEET TITLE:

TITLE SHEET

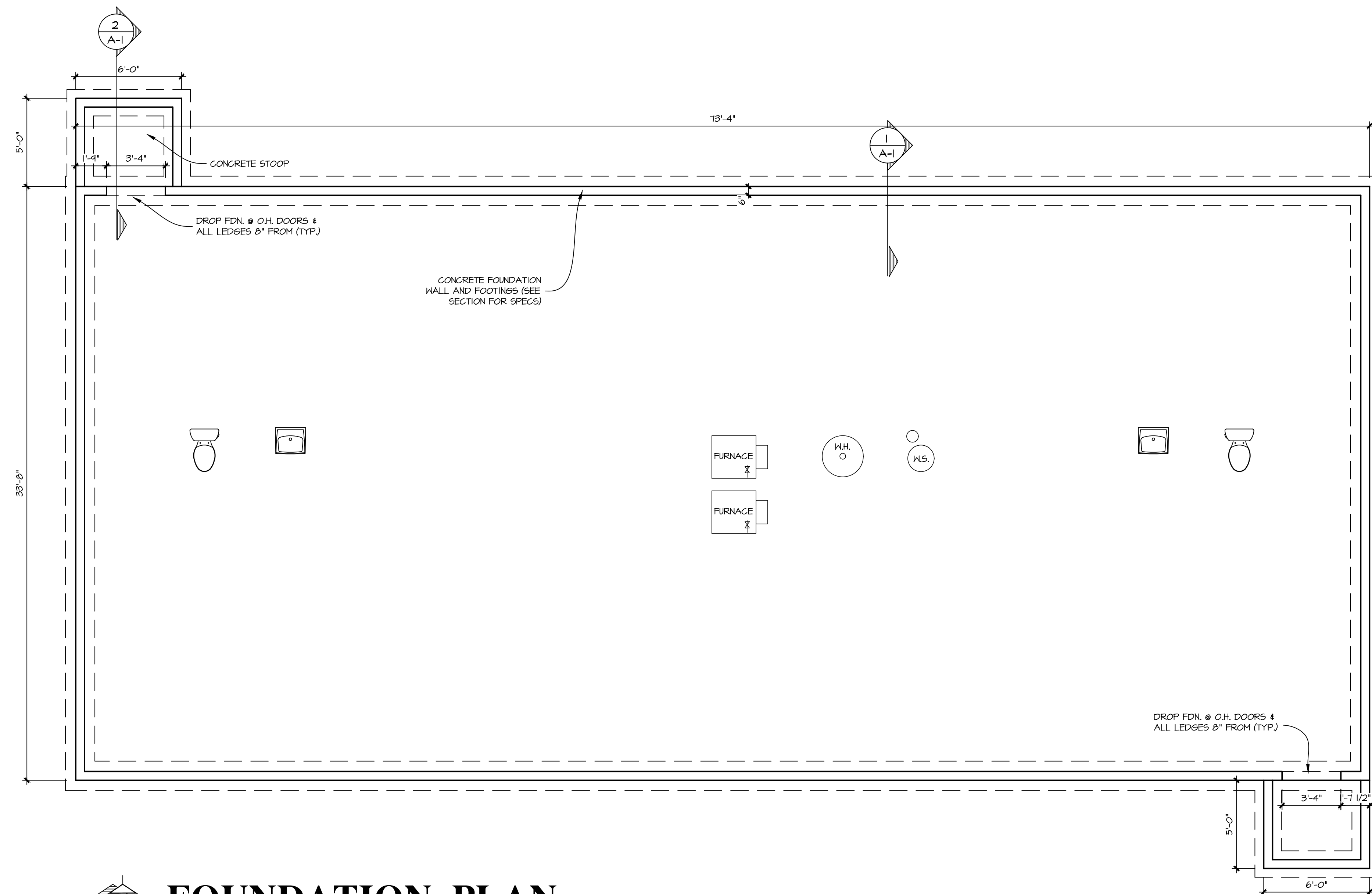
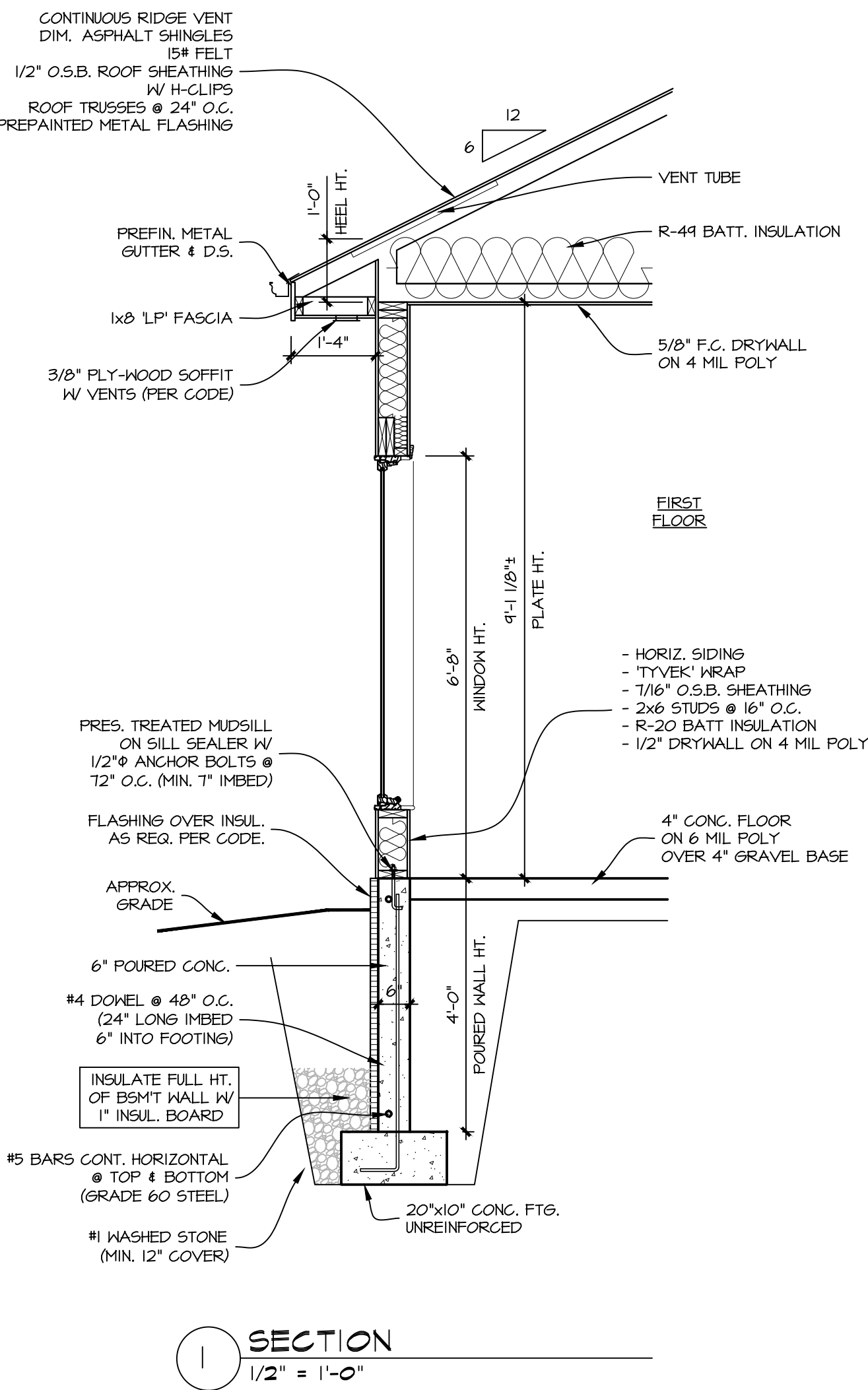
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DATE: OCTOBER 12TH, 2023

PROJECT NUMBER: 23-392

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CERTIFIED PRODUCTS

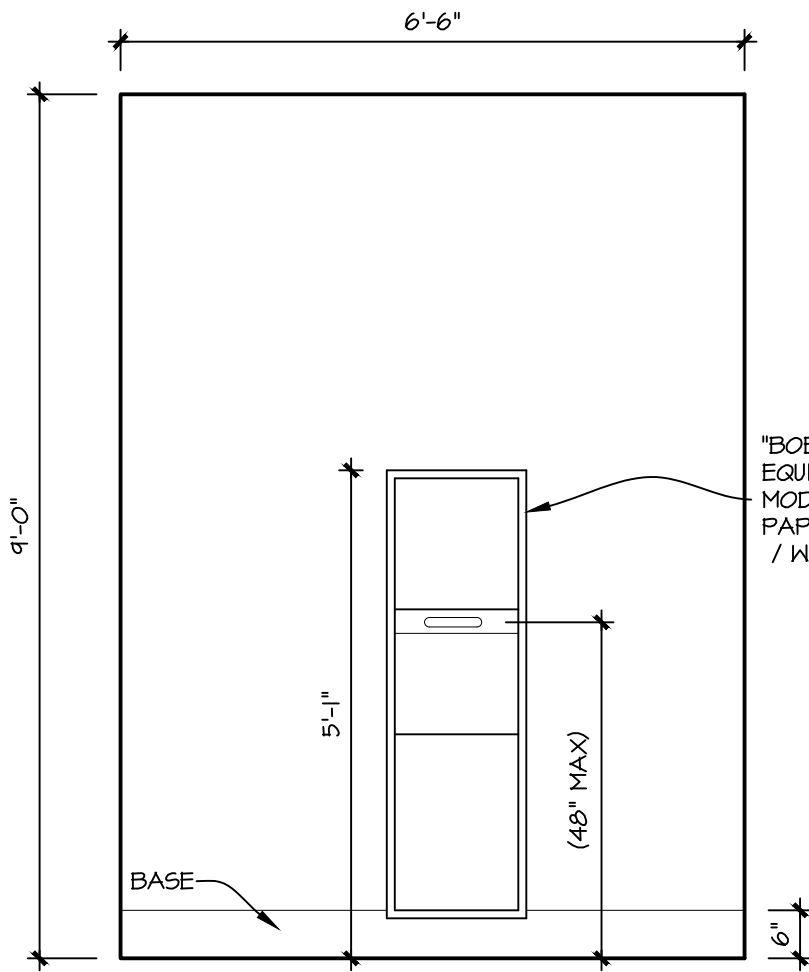
19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

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FOUNDATION PLAN & SECTIONS

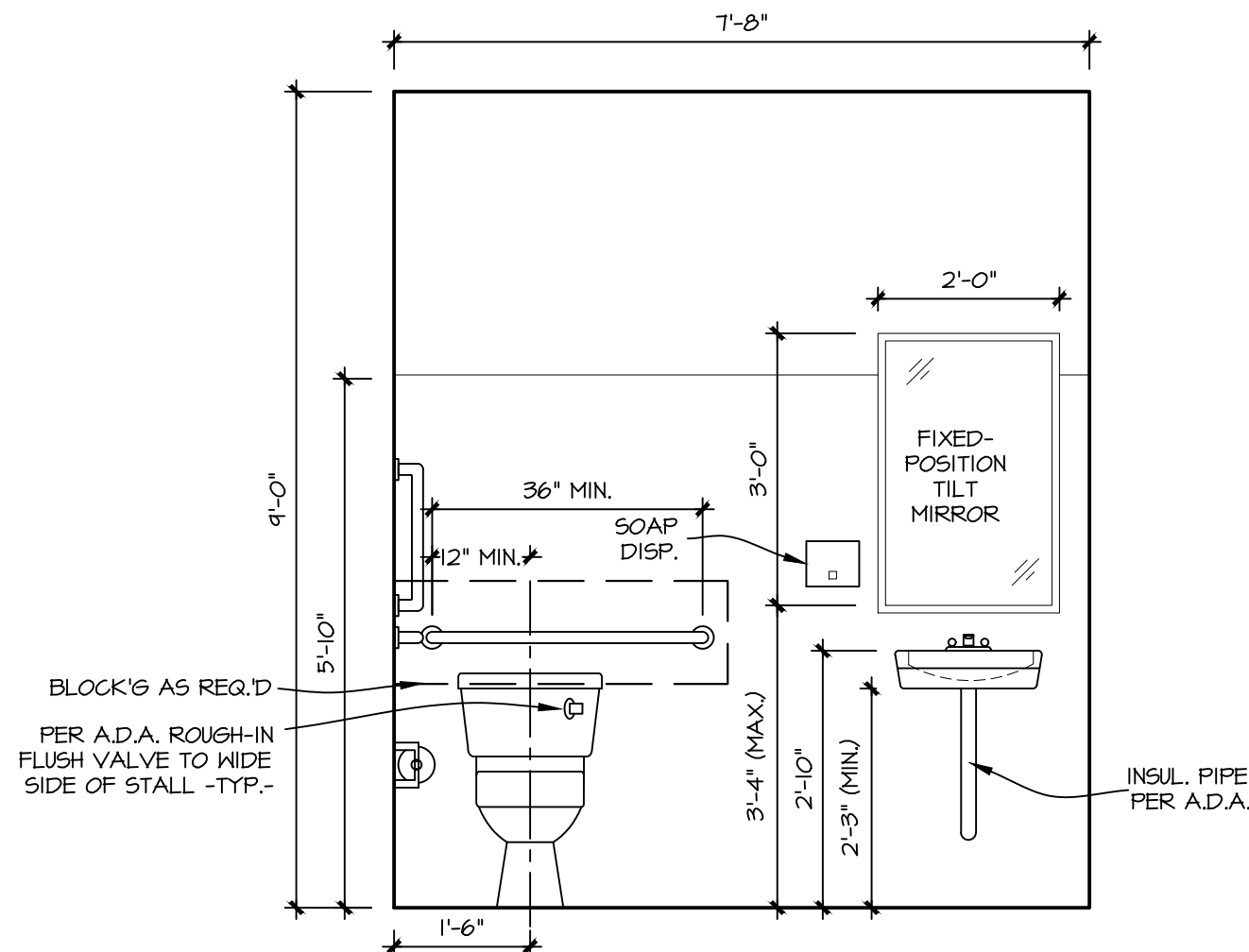
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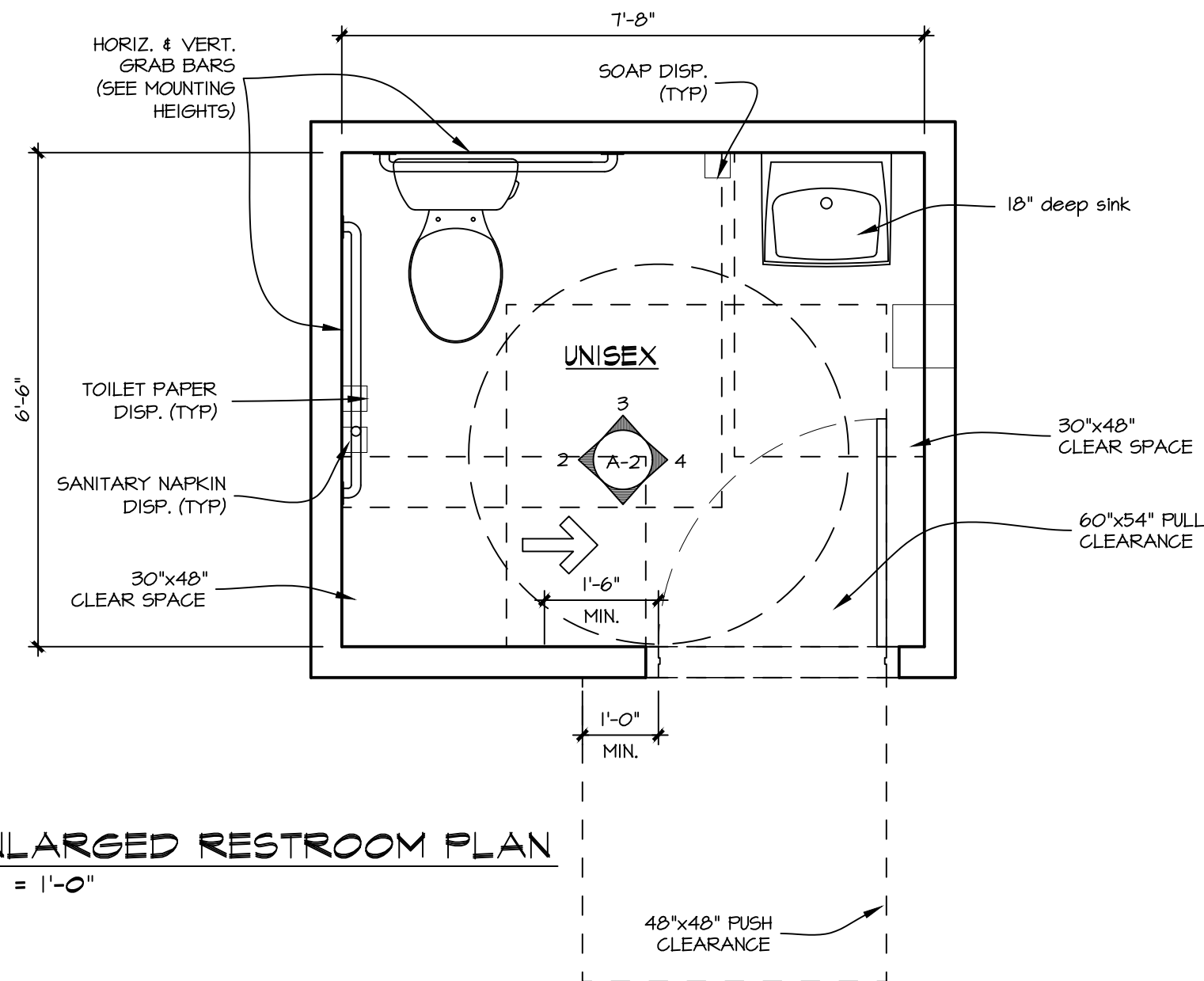
PROJECT NUMBER: 23-392



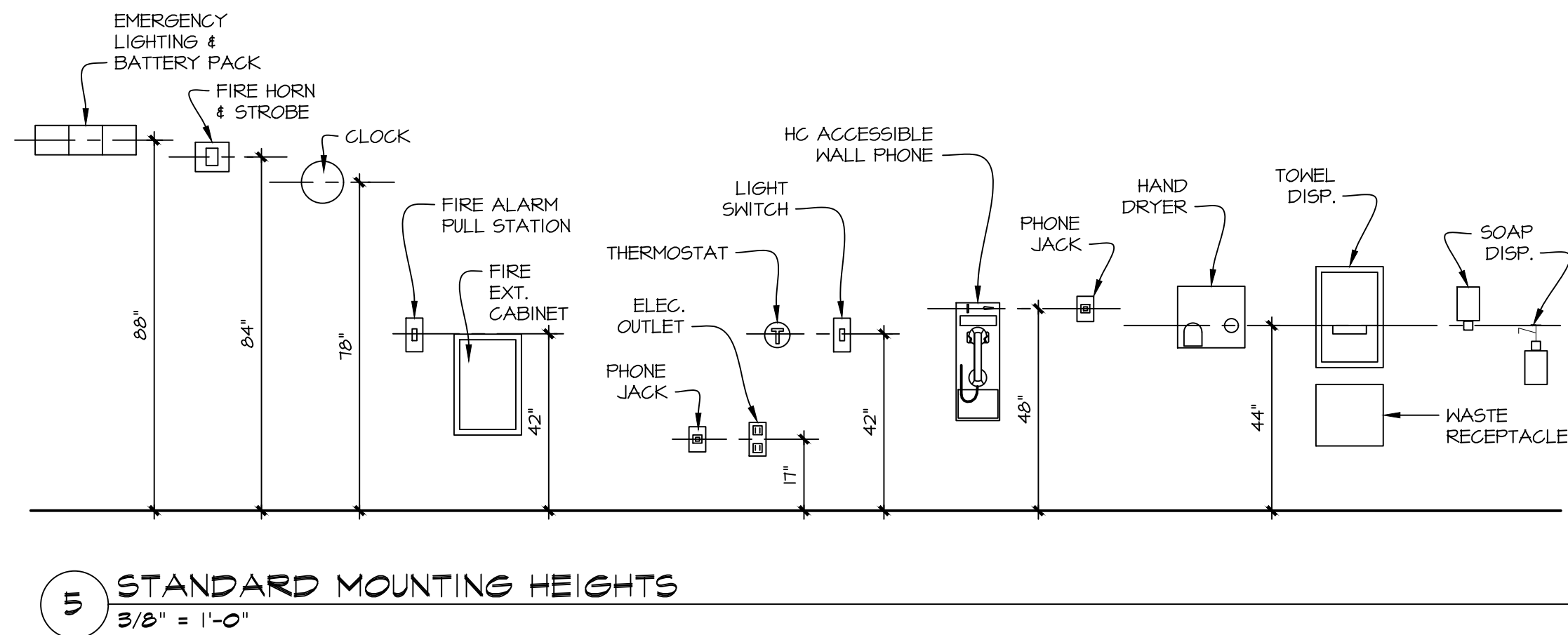
4 RESTROOM
1/2" = 1'-0"



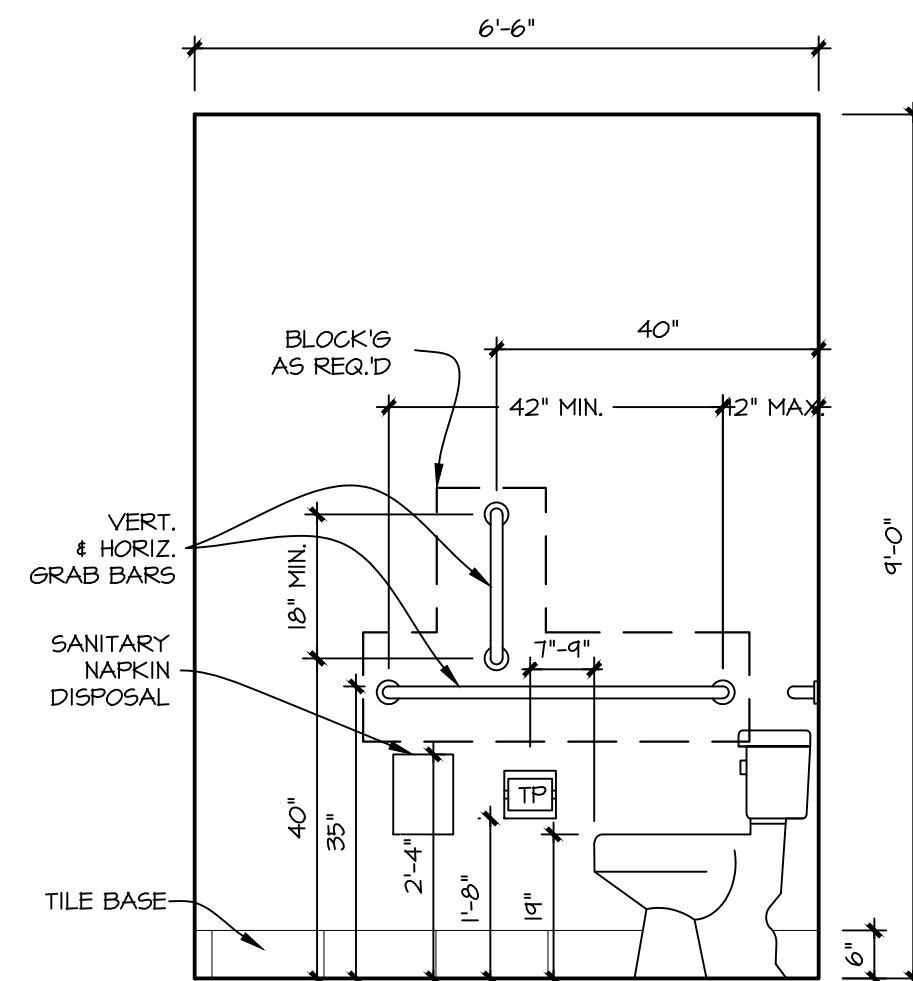
3 RESTROOM
1/2" = 1'-0"



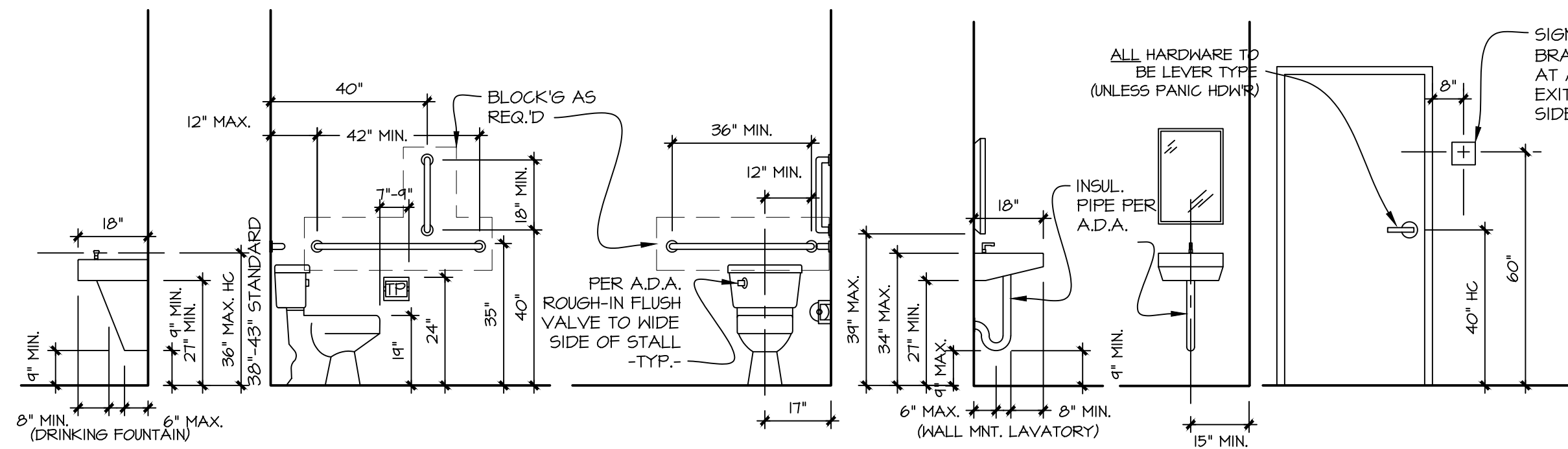
1 ENLARGED RESTROOM PLAN
1/2" = 1'-0"



5 STANDARD MOUNTING HEIGHTS
3/8" = 1'-0"



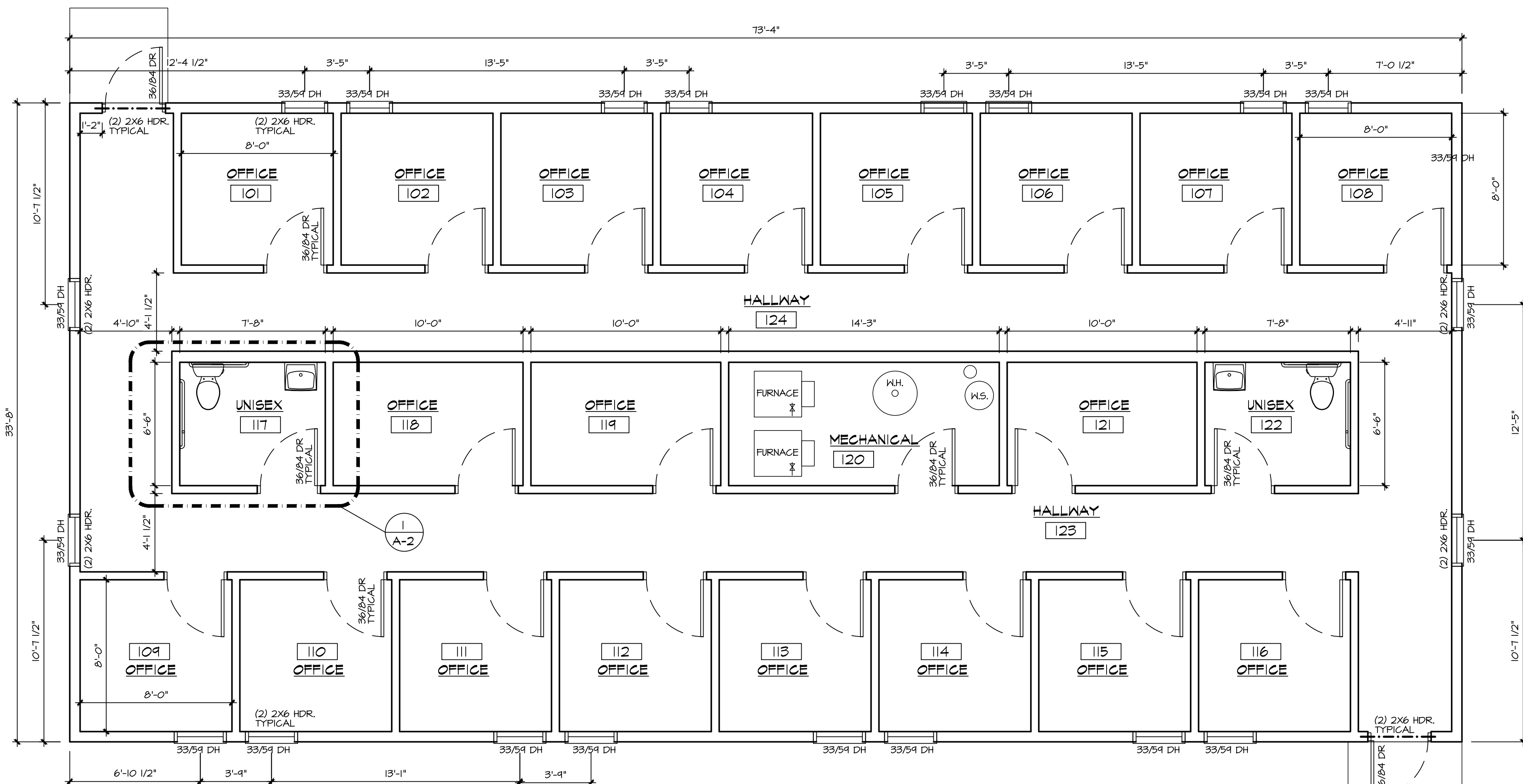
2 RESTROOM
1/2" = 1'-0"



ACCESSIBILITY GUIDELINES:

LIGHT SWITCHES, ELECTRICAL OUTLETS, ELECTRIC SERVICE PANELS, THERMOSTATS, THRU-WALL A/C UNITS AND ENVIRONMENTAL CONTROLS SHALL BE LOCATED NO HIGHER THAN 48" AND NO LOWER THAN 15 INCHES ABOVE THE FLOOR. IF THE REACH IS OVER AN OBSTRUCTION (FOR EXAMPLE, 20 AND 25 INCHES IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44 INCHES FOR FORWARD APPROACH OR 46 INCHES FOR SIDE APPROACH, PROVIDED THE OBSTRUCTION IS NO MORE THAN 24 INCHES IN DEPTH).

REINFORCE ALL BATHROOM WALLS TO ALLOW LATER INSTALLATION OF GRAB BARS AROUND THE TOILET, TUB, SHOWER & SHOWER SEAT WHEN THESE FACILITIES ARE PROVIDED. REINFORCEMENT FOR GRAB BARS MAY BE PROVIDED BY PLYWOOD OR WOOD BLOCKING.



FIRST FLOOR PLAN
1/4" = 1'-0"

BUILDING AREA = 2,466 SQ. FT.

CERTIFIED PRODUCTS

19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

SHEET TITLE:

FLOOR PLAN & DETAILS

A-2

DATE: OCTOBER 12TH, 2023

PROJECT NUMBER: 23-392

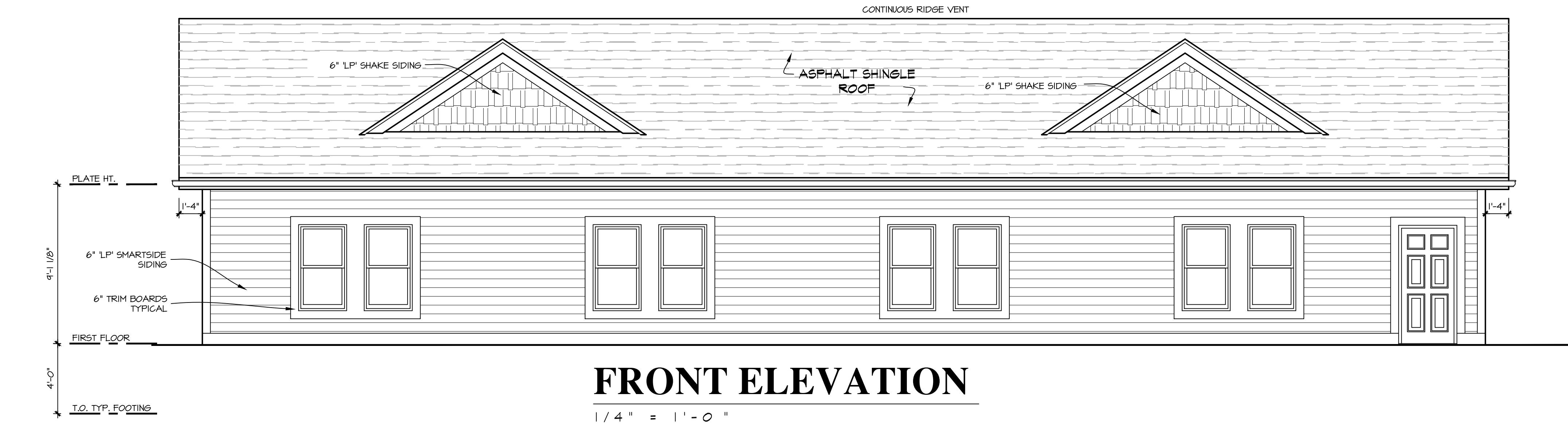
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patera
ARCHITECTURE + ENGINEERING
4040 N. Calhoun Road Suite #200 • Brookfield, WI 53005
(OFFICE) 262-786-6776

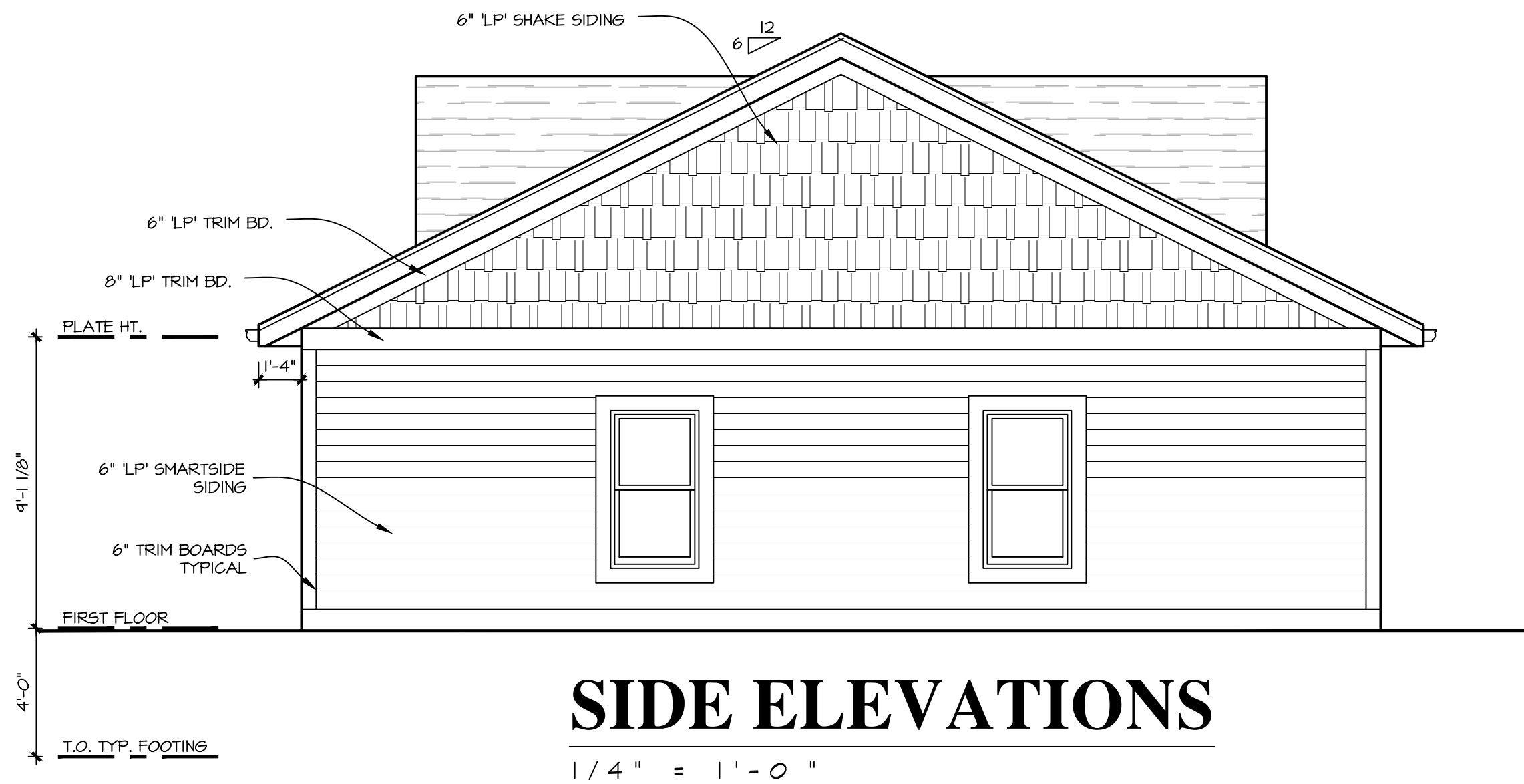
REVISIONS:

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FRONT ELEVATION

1/4" = 1'-0"



SIDE ELEVATIONS

1/4" = 1'-0"



REAR ELEVATION

1/4" = 1'-0"

REVISIONS:

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CERTIFIED PRODUCTS

19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

SHEET TITLE:

EXTERIOR ELEVATIONS

A-3

DATE: OCTOBER 12TH, 2023

PROJECT NUMBER: 23-392

54

DESIGN CODE:

WISCONSIN UNIFORM DWELLING CODE

BUILDING DESIGN LIVE LOADS/CRITERIA:

OCCUPANT LIVE LOADS:	
- FLOOR FRAMING	40 PSF
- EXTERIOR BALCONIES, DECKS & PORCHES	40 PSF
- GARAGE FLOORS	50 PSF
- ATTICS WITH STORAGE	20 PSF
- ATTICS WITHOUT STORAGE	5 PSF

HANDRAILS & GUARDS (NON-GLASS):	
- SINGLE CONCENTRATED LOAD APPLIED IN ANY DIRECTION @ ANY LOCATION	200 lbs.
- LINEAR APPLIED LOAD @ ANY LOCATION OR TOP RAIL	50 PLF
- DISTRIBUTED LOAD OVER A 12 INCH BY 12 INCH AREA LOCATE ANYWHERE EXCEPT THE HANDRAIL OR TOP RAIL	50 lbs.

INTERIOR WALLS & PARTITIONS:	
- WALLS & PARTITIONS 6 ft. & GREATER, UNIFORM HORIZONTAL LOAD OF	5 PSF

ROOF LOAD DESIGN INFORMATION:	
- GROUND SNOW LOAD (ps)	30 PSF
- SLOPED (8:12) SNOW LOAD	21 PSF

WIND LOAD DESIGN INFORMATION:	
- WIND SPEED	115 mph
- 10 YEAR MRI	76 mph
- RISK CATEGORY	II
- VELOCITY PRESSURE COEFFICIENT (Kq)	0.85
- EXPOSURE CATEGORY	B
- ENCLOSURE CLASSIFICATION	ENCLOSED BUILDING
- INTERNAL PRESSURE COEFFICIENT (GCPI)	+0.18
- GUST EFFECT FACTOR	0.85
- TOPOGRAPHIC FACTOR (Kzt)	1.0
* SEE WIND LOADING DIAGRAMS FOR MWFRS & COMPONENTS & CLADDING PRESSURES *	

SEISMIC DESIGN INFORMATION:	
- RISK CATEGORY	II
- SITE CLASS (ASSUMED)	D
- Ss	0.093
- Si	0.048
- Sms	0.149
- SmI	0.116
- Sds	0.094
- SdI	0.078
- SEISMIC DESIGN CATEGORY	B
- BASIC SEISMIC FORCE-RESISTING SYSTEM	LIGHT-FRAMED WOOD SHEAR WALLS

- DESIGN BASE SHEAR (V)	11 KIPS
- SEISMIC RESPONSE COEFFICIENT (Ca)	0.0153
- RESPONSE MODIFICATION COEFFICIENT (R)	6 /12
- OVERSTRENGTH FACTOR (Wo)	2 /12 (FLEXIBLE)
- DEFLECTION AMPLIFICATION FACTOR (Cd)	4
- ANALYSIS PROCEDURE USED	EQUIV. LATERAL FORCE

FLOOD DESIGN INFORMATION:	
- FLOOD ZONE	X
- BASE FLOOR ELEVATION (ft.)	N/A

SOIL LATERAL LOADS (ASSUMED TO BE VERIFIED):	
- AT-REST PRESSURE	60 PSF/F
- ACTIVE PRESSURE	40 PSF/F
- PASSIVE PRESSURE	250 PSF/F

MATERIAL STRENGTHS:

CONCRETE:	(COMPRESSIVE STRENGTH @ 28 DAYS)
- SLAB ON GRADE	F'c = 4,000 PSI
- FOOTINGS & ISOLATED PADS	F'c = 3,000 PSI
- FOUNDATION WALLS	F'c = 3,500 PSI

REINFORCING STEEL:	
- BILLET A615 GRADE 60	Fy = 60,000 PSI

STRUCTURAL STEEL:	
- ROLLED "WIDE FLANGE" SHAPES	A442
- PIPE SECTION	A53 GR. B
- RECTANGLE (OR SQUARE) "HOLLOW STRUCTURAL SECTION (HSS)"	A500 GR. C
- ROUND "HOLLOW STRUCTURAL SECTION (HSS)"	A500 GR. B
- ALL OTHER ROLLED SHAPES & PLATES	A36

STRUCTURAL BOLTS:	
- COMMON BOLTS (CARRIAGE)	A307 GR. A
- ANCHOR BOLTS (HOT-DIP GALV.)	F1554 GR. 36
- THROUGH BOLT CONNECTIONS	A325 OR A440
- THREADED RODS	A36

WELDED CONNECTIONS:	
- WELDING ELECTRODES	ET10xx (TO KSI)

CONCRETE MASONRY UNIT:	
- COMPRESSIVE STRENGTH (fm)	2,800 PSI

MASONRY MORTAR:	
- TYPE "S" MORTAR BELOW GRADE	
- TYPE "N" OR "S" ABOVE GRADE	

WOOD FRAMING:	
- DIMENSIONAL LUMBER MEMBERS TO BE SPRUCE-PINE-FIR #2 OR BETTER:	
Fb (BENDING)	875 PSI
Fv (SHEAR)	135 PSI
Fcp (COMP. PERP. TO GRAIN)	425 PSI
Fc (COMP. PARA. TO GRAIN)	1,150 PSI
Ft (TENSION PARA. TO GRAIN)	450 PSI
E (MODULUS OF ELASTICITY)	1,400,000 PSI

- LAMINATED-VENEER LUMBER (LVL), ROSEBURG MANUFACTURE OR BETTER:	
Fb (BENDING)	3,100 PSI
Fv (SHEAR)	240 PSI
Fcp (COMP. PERP. TO GRAIN, EDGEWISE)	750 PSI
Fc (COMP. PARA. TO GRAIN)	3,000 PSI
Ft (TENSION PARA. TO GRAIN)	2,100 PSI
E (MODULUS OF ELASTICITY)	2,000,000 PSI

SOIL BEARING (ASSUMED TO BE VERIFIED):	
- ALLOWABLE NET BEARING PRESSURE	2,000 PSF

GENERAL:

- ALL MATERIALS, CONSTRUCTION, AND DETAILS SHALL CONFORM WITH THE FOLLOWING: PLANS AND SPECIFICATIONS, BUILDING CODE INDICATED ABOVE & OSHA REGULATIONS.
- THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE FAMILIAR WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS (ARCHITECTURAL, CIVIL, ELECTRICAL, PLUMBING, STRUCTURAL, ETC.) IN ORDER TO PROVIDE ALL CONSTRUCTION AND MATERIALS FOR THIS PROJECT.
- THE CONTRACTOR SHALL REFER TO OTHER DRAWINGS CONTAINED IN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL SPECIFIED MEMBERS, DIMENSIONS, ELEVATIONS, DETAILS, OPENINGS, INSERTS, SLEEVES, DEPRESSIONS, ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS REQUIRED TO CONSTRUCT THIS PROJECT.
- DETAILS SHOWN ON STRUCTURAL DRAWINGS SHALL BE APPLICABLE TO ALL PORTIONS OF THE CONTRACT DOCUMENTS UNLESS NOTED OTHERWISE.
- DIMENSIONS AND ELEVATIONS SHOWN ON ARCHITECTURAL DRAWINGS SUPERSEDE DIMENSIONS AND ELEVATIONS SHOWN ON STRUCTURAL DRAWINGS.
- DO NOT SCALE PLANS.
- IN NO CASE SHALL STRUCTURAL ALTERATIONS OR WORK AFFECTING A STRUCTURAL MEMBER BE MADE UNLESS APPROVED BY THE STRUCTURAL DESIGNER OF RECORD.
- IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND CONSTRUCTION SEQUENCE IN ORDER TO INSURE THE SAFETY OF THE BUILDING AND WORKMEN DURING CONSTRUCTION (MEANS & METHODS OF CONSTRUCTION). THIS INCLUDES, BUT IS NOT LIMITED TO: SHORING, UNDERPINNING, TEMPORARY BRACING, ETC.
- CONSTRUCTION DOCUMENTS SHON DIMENSIONS AND ELEVATIONS TO SIGNIFICANT WORKING POINTS (COLUMN CENTERLINES, OUTSIDE FACE OF WALLS, TOP OF FRAMING MEMBERS, ETC.) MATERIAL SUPPLIERS AND DESIGNERS ARE RESPONSIBLE FOR ALL OTHER INFORMATION IN ORDER TO DETAIL/FABRICATE THEIR WORK. CONTACT THE ARCHITECT WITH ANY DISCREPANCIES.
- IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE STRUCTURAL DRAWINGS AND ANY OTHER PLANS CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL BRING THE DISCREPANCY TO THE ARCHITECT'S ATTENTION IN WRITING IMMEDIATELY OR SHALL BID THE MOST EXPENSIVE INSTALLATION SPECIFIED.

FOUNDATION & EARTHWORK:

- ALL EXTERIOR FOOTINGS MUST BEAR AT A MINIMUM DEPTH OF 4'-0" BELOW ADJACENT FINISH EXTERIOR GRADE.
- DO NOT PLACE ANY FOOTINGS ON FROZEN SUBGRADE.
- BACK FILLING SHALL BE DONE SIMULTANEOUSLY ON BOTH SIDES OF FOUNDATION WALLS.
- DO NOT PLACE BACK FILL AGAINST BASEMENT WALLS UNTIL THE TOP AND BOTTOM OF THE WALL ARE ADEQUATELY BRACED BY THE SLAB ON GRADE AND THE FLOOR FRAMING AT THE TOP OF THE WALL.
- REMOVE ANY EXISTING CONCRETE 2'-0" BELOW NEW CONCRETE FOOTINGS AND SLABS ON GRADE.
- SHORINGS/OR UNDERPINNING SHALL BE DESIGNED TO LIMIT HORIZONTAL AND VERTICAL MOVEMENT OF EXISTING CONSTRUCTION TO 1/4" MAXIMUM IN ANY DIRECTION.
- CENTER PIER AND COLUMN FOOTINGS ON COLUMN CENTERLINES AND WALL FOOTINGS ON WALL CENTERLINES UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL BACK FILL WITHIN 3'-0" OF RETAINING WALLS AND BASEMENT WALLS SHALL BE FREE DRAINING GRANULAR MATERIAL APPROVED BY A SOILS ENGINEER AND COMPACTED TO 90% STANDARD PROCTOR.
- TOP OF FOOTING ELEVATIONS SHOWN ON THESE CONSTRUCTION DOCUMENTS REPRESENT MINIMUM FOOTING DEPTHS FOR FROST PROTECTION AND BEST JUDGMENT OF A SUITABLE BEARING STRATUM. ACTUAL GRADE CONDITIONS AND SUITABLE BEARING STRATUM MUST BE VERIFIED BY THE CONTRACTOR AND A SOILS ENGINEER AT THE TIME OF EXCAVATION.
- FOOTING EXCAVATIONS MUST EXTEND TO COMPETENT BEARING MATERIAL. CONTRACTOR SHALL HIRE A SOILS ENGINEER TO FIELD VERIFY NET ALLOWABLE SOIL BEARING CAPACITY STATED ON THESE CONSTRUCTION DOCUMENTS AND IN GEOTECHNICAL REPORT FOR THIS PROJECT. IF SUITABLE BEARING STRATUM DOES NOT EXIST AT FOOTING ELEVATIONS STATED ON CONSTRUCTION DOCUMENTS, EXCAVATIONS SHALL BE EXTENDED UNTIL SOIL WITH STATED BEARING CAPACITY IS REACHED. PLACE COMPACTED FILL BELOW FOOTINGS OR EXTEND FOOTINGS DOWN TO SUITABLE BEARING STRATUM. ENGINEERED FILL BELOW SLABS ON GRADE AND FOOTINGS SHALL BE FREE DRAINING GRANULAR MATERIAL COMPACTED TO 95% MODIFIED PROCTOR AND PLACED PER THE SOIL ENGINEERS RECOMMENDATIONS.
- REFER TO SOILS REPORT (IF APPLICABLE) FOR DESCRIPTION OF EXISTING SOIL CONDITIONS AND RECOMMENDATIONS.
- WHERE NEW FOOTINGS ABUT EXISTING FOOTINGS, STEP THE NEW FOOTING AS REQUIRED TO HAVE NEW BOTTOM/FTG ELEVATION MATCH EXISTING BOTTOM/FTG ELEVATION. CONTRACTOR SHALL FIELD VERIFY EXISTING BOTTOM/FTG ELEVATION.

CAST-IN-PLACE REINFORCED CONCRETE:

- CONCRETE WORK SHALL CONFORM TO ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
- CONTRACTOR SHALL SUBMIT A SET OF STEEL REBAR SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS BEFORE SUBMITTING TO THE ARCHITECT.
- MAXIMUM WATER/CEMENT RATIO FOR CONCRETE SHALL BE AS FOLLOWS:
 - 0.41 FOR SLABS ON GRADE
 - 0.54 FOR CONCRETE BELOW GRADE
 - 0.42 FOR EXPOSED CONCRETE
- CONCRETE EXPOSED TO EXTERIOR CONDITIONS SHALL BE AIR-ENTRAINED 4%-6%.
- GROUT BELOW BASE PLATES AND BEARING PLATES SHALL BE NON-SHRINK, NON-METALLIC GROUT 3/4" THICK MINIMUM.
- STEEL REINFORCING BARS SHALL CONFORM TO ASTM A615 (GRADE 60). DEFORMED WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
- CONTRACTOR SHALL PROVIDE SUITABLE WIRE SPACERS, CHAIRS, TIES, ETC FOR SUPPORTING REINFORCING STEEL IN THE PROPER POSITION WHILE PLACING CONCRETE.
- PROVIDE (2)-#5 BARS AROUND ALL OPENINGS AND (2)-#5 BARS DIAGONALLY AT ALL OPENING CORNERS. EXTEND BARS 2'-6" PAST OPENING.
- PROVIDE 1/2" EXPANSION JOINT MATERIAL AT INTERIOR LOCATIONS WHERE SLABS ABUT WALLS, COLUMNS, AND OTHER VERTICAL SURFACES UNLESS NOTED OTHERWISE.
- PROVIDE A 1" CHAMFER ON EXPOSED CORNERS OF CONCRETE UNLESS NOTED OTHERWISE.
- DO NOT PLACE CONDUITS, PIPES, DUCTS, OR FIXTURES IN STRUCTURAL CONCRETE UNLESS NOTED OTHERWISE.
- SLEEVES, CONDUITS, OR PIPING PASSING THROUGH CONCRETE SLABS AND WALLS SHALL BE PLACED SO THAT THEY ARE NOT CLOSER THAN THREE DIAMETERS ON CENTER AND SO THAT THEY DO NOT DISPLACE REINFORCING.
- PROVIDE SAW CUT CONTROL JOINTS IN CONCRETE SLABS ON METAL DECK SPACED NO MORE THAN 20'-0" APART. PLACE CONTROL JOINTS ON COLUMN CENTER LINES IN EACH DIRECTION. REFER TO CONTROL JOINT LAYOUT SHOWN ON FOUNDATION PLAN FOR REFERENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY IRREGULARITIES OR DEFECTS IN CONCRETE SLABS (CRACKS, BUMPS, FLOOR CURLING, ETC.) BEFORE ANY FLOOR FINISHES ARE APPLIED.
- REFER TO REINFORCEMENT DEVELOPMENT AND LAP SPlice SCHEDULE FOR LAP SPLICES IN REINFORCING STEEL.
- ALL LAPS IN REINFORCING STEEL SHALL BE CLASS "B" LAP SPLICES UNLESS OTHERWISE NOTED.
- CONCRETE TEST REPORTS SHALL DIRECTLY STATE WHETHER OR NOT THE TEST RESULT COMPLIES WITH THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.
- MAXIMUM SLUMP FOR ALL CONCRETE SHALL NOT EXCEED 4".
- FOR SLABS ON GRADE, PROVIDE POLYPROPYLENE FIBER REINFORCED CONCRETE WITH A FIBER DOSED AT 0.1% BY VOLUME.
- CLASS 5 FLY ASH OR SLAG MAY BE SUBSTITUTED FOR CEMENT ON A POUND TO POUND BASIS UP TO 10% OF THE TOTAL CEMENTITIOUS CONTENT.
- ALL CONCRETE SLABS SHALL BE WET CURED PER ACI RECOMMENDATIONS FOR NO LESS THAN SEVEN DAYS.
- CALCIUM CHLORIDE OR ADMIXTURES CONTAINING CALCIUM CHLORIDE ARE NOT PERMITTED IN ANY CONCRETE MIX.
- PROVIDE THE FOLLOWING CLEAR COVER DISTANCES FOR REINFORCEMENT IN CONCRETE (UNLESS OTHERWISE NOTED):

FOOTINGS - ALL SIDES	3"
SLABS NOT PERMANENTLY AGAINST EARTH - BOTTOM & SIDES	1"
SLABS PERMANENTLY AGAINST EARTH - BOTTOM & SIDES	3"
SLABS - TOP	3/4"
WALLS NOT PERMANENTLY AGAINST EARTH	1"
WALLS PERMANENTLY AGAINST EARTH	3"
BEAMS & GIRDERS NOT PERMANENTLY AGAINST EARTH	1 1/2"
BEAMS & GIRDERS NOT PERMANENTLY AGAINST EARTH	1 1/2"
PIERS & COLUMNS NOT PERMANENTLY AGAINST EARTH	2"
- CONTRACTOR SHALL USE SMOOTH FORMS FOR EXPOSED CONCRETE SURFACES. ANY CONCRETE SURFACE REPAIRS SHALL BE PERFORMED BY THE CONTRACTOR AS REQUIRED. REPAIR AND PATCH DEFECTIVE AREAS WITH PROPRIETARY PATCHING COMPOUND IMMEDIATELY AFTER REMOVAL OF FORMS.

MASONRY:

- MASONRY CONSTRUCTION SHALL CONFORM TO THE TMS 402-13/ ACI 503-13/ ACSE 5-13 & TMS 602-13/ ACI 530.1-13/ ASCE 6-13 "THE MASONRY STANDARDS JOINT COMMITTEE - BUILDING CODE REQUIREMENTS & SPECIFICATIONS FOR MASONRY STRUCTURES".
- PROVIDE VERTICAL WALL CONTROL JOINTS IN MASONRY WALLS AS FOLLOWS:
 - 25'-0" MAXIMUM FROM CORNER OF WALLS
 - 50'-0" O.C. MAXIMUM
 - AT CHANGES IN WALL HEIGHT AND THICKNESS
 - AT WALLS ABUTTING COLUMNS
- REFER TO STRUCTURAL DRAWINGS FOR LOCATION OF ALL VERTICAL CONTROL JOINTS IN INTERIOR & EXTERIOR WALLS.
- ALL MASONRY (BOND BEAMS, PILASTERS, LINTELS) SHALL BE GROUTED SOLID WITH CONCRETE HAVING F'c=2,000 PSI UNLESS NOTED OTHERWISE. COARSE AGGREGATE SHALL BE PEA GRAVEL.
- LAP VERTICAL WALL REINFORCEMENT A MINIMUM OF 36" UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL GROUT MASONRY SOLID AT ALL ANCHOR BOLT LOCATIONS.
- ALL MASONRY WALLS SHALL BE CONSTRUCTED IN A RUNNING BOND PATTERN UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DOCUMENTS.
- ALLOWABLE SITE TOLERANCES, DIMENSION OF ELEMENTS:

- IN CROSS SECTION OR ELEVATION	-1/4" TO +1/2"
- MORTAR JOINT THICKNESS BETWEEN COURSES	1/8"
- GROUT SPACE OR CAVITY WIDTH (EXCEPT FOR WALLS PASSING FRAMED CONSTRUCTION)	-1/4" TO +3/8"
- ELEMENTS:

- VARIATION FROM LEVEL IN BED JOINTS	1/4" IN 10 ft. 1/2" MAX. OVERALL
- VARIATION FROM LEVEL OF TOP SURFACE OF WALLS	1/4" IN 10 ft. 1/2" MAX. OVERALL
- VARIATION FROM PLUMB	1/4" IN 10 ft. 13/8" IN 20 ft. 1/2" MAX. OVERALL
- TRUE TO A LINE	1/4" IN 10 ft. 13/8" IN 20 ft. 1/2" MAX. OVERALL
- ALIGNMENT OF COLUMNS & WALLS (TOP vs BOTTOM)	1/2" FOR LOAD BEARING 13/4" FOR NON-LOAD BEARING
- LOCATION OF ELEMENTS:

- INDICATED IN PLAN	1/2" IN 20 ft.
- INDICATED IN ELEVATION	1/4" IN STORY HEIGHT

STRUCTURAL STEEL:

- DESIGN, DETAILING, FABRICATION, AND ERECTION SHALL CONFORM TO AISC 360-10 "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS".
- SEISMIC DESIGN, DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO AISC 341-10 "SEISMIC PROVISION FOR STRUCTURAL STEEL BUILDINGS".
- WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS HOLDING CURRENT AWS CERTIFICATES IN THE TYPES OF WELDING SPECIFIED ON THESE CONSTRUCTION DOCUMENTS.
- CONTRACTOR SHALL SUBMIT FIVE SETS OF STEEL SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS BEFORE SUBMITTING TO THE STRUCTURAL DESIGNER OF RECORD.
- CONTRACTOR SHALL DESIGN AND PROVIDE ANY TEMPORARY BRACING OR GUYS REQUIRED TO ERECT STEEL MEMBERS. TEMPORARY BRACING SHALL BE LEFT IN PLACE UNTIL THE PERMANENT STRUCTURE IS IN PLACE AND SECURE.
- PROVIDE 3/16" GAP PLATE AT THE ENDS OF ALL EXPOSED TUBE AND PIPE MEMBERS.
- STAIRS, HANDRAILS, AND GUARDRAILS SHALL BE DESIGNED BY THE STEEL SUPPLIER OR ARCHITECT OR RECORD, VERIFY ROLES AND RESPONSIBILITY.
- ALL STEEL BEAMS SHALL BE FABRICATED WITH THE NATURAL CAMBER (WITHIN MILL TOLERANCE).
- THE STEEL SUPPLIER SHALL COORDINATE HIS WORK WITH THE STEEL JOIST SUPPLIER ON THE PROJECT (IF APPLICABLE, SEE CONSTRUCTION DOCUMENTS).
- CAPACITY OF BOLTED OR WELDED CONNECTIONS SHALL BE EQUAL TO OR EXCEED 120% OF BEAM REACTION PRODUCED BY MAXIMUM ALLOWABLE UNIFORM LOAD ON THE GIVEN MEMBER SPAN.
- UNLESS OTHERWISE NOTED ON CONSTRUCTION DOCUMENTS, ALL BEAM CONNECTIONS SHALL BE DOUBLE ANGLE CONNECTIONS WITH A325 BOLTS. AT BEAM TO BEAM AND BEAM TO COLUMN CONNECTIONS, PROVIDE AS MANY BOLTS AS POSSIBLE IN BEAM FLANGE. DOUBLE ANGLE WELDED CONNECTIONS MAY BE USED TO DEVELOP THE SAME CAPACITY AS A BOLTED CONNECTION.
- ALTERNATE CONNECTIONS FROM WHAT IS SPECIFIED ON THE CONSTRUCTION DOCUMENTS WILL NOT BE ACCEPTED WITHOUT WRITTEN APPROVAL FROM THE STRUCTURAL DESIGNER OF RECORD.
- USE STANDARD AISC DOUBLE ANGLE CONNECTIONS WHERE POSSIBLE. ALL STANDARD DOUBLE ANGLE CONNECTIONS SHALL BE IN ACCORDANCE WITH ASD CURRENT EDITION AND SHALL BE TYPE 2 FRAMING CONNECTIONS UNLESS NOTED OTHERWISE.
- WHERE WOOD MEMBERS FRAME INTO STEEL MEMBERS, PROVIDE A SADDLE CONNECTION. SEE CONSTRUCTION DOCUMENTS AND/ OR VERIFY CONNECTION WITH STRUCTURAL DESIGNER OF RECORD.
- PROVIDE STIFFENER PLATES ON BOTH SIDES OF BEAM WEBS AT ALL CONCENTRATED LOADS ABOVE AND BELOW A BEAM. UNLESS NOTED OTHERWISE, FRAME THE LARGEST BEAM OVER COLUMNS AT BEAM TO BEAM INTERSECTIONS.

WOOD FRAMING:

- DESIGN, FABRICATION, AND CONSTRUCTION SHALL CONFORM TO AWC NDS-2015 "NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION W/ 2012 SUPPLEMENT".
- DESIGN, FABRICATION, AND CONSTRUCTION SHALL CONFORM TO AWC SDPM-2015 "SPECIAL DESIGN PROVISIONS FOR WIND & SEISMIC".
- PLYWOOD/ O.S.B. SHEATHING SHALL CONFORM TO THE CURRENT EDITION OF "US, PRODUCT STANDARD PS-1" FOR SOFTWOOD PLYWOOD/ O.S.B. AND BEAR THE APA GRADE-TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.
- PLYWOOD/ O.S.B. SHEATHING SHALL BE ATTACHED TO WOOD FRAMING WITH "STRENGTH AXIS PARALLEL TO FLOOR. STAGGER ALL JOINTS.
- PLYWOOD/ O.S.B. SHEATHING SHALL BE FASTENED TO SUPPORTS W/ 8d NAILS SPACED AT 6" O.C. AT PANEL EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE.
- ANY PLYWOOD/ O.S.B. SHEATHING THAT IS EXPOSED TO MOISTURE SHALL BE PRESSURE TREATED.
- PLYWOOD/ O.S.B. PANEL EDGES SHALL BEAR ON THE FRAMING SUPPORT MEMBERS AND BUTT ALONG THEIR CENTER LINES. NAILS SHALL BE PLACED NOT LESS THAN 3/8" IN FROM THE PANEL EDGE.
- WOOD SILL PLATES AND OTHER WOOD MEMBERS DIRECTLY EXPOSED TO MOISTURE OR IN DIRECT CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
- MAXIMUM MOISTURE CONTENT IN ANY WOOD MEMBER SHALL NOT EXCEED 19%.
- 2x WOOD JOISTS SHALL HAVE 1x3 5PF NO.2 CROSS BRIDGING AT 8'-0" O.C MAXIMUM.
- DO NOT EMBED NON-PRESSURE TREATED WOOD MEMBERS IN CONCRETE.
- ALL BOLTS AND LAG SCREWS SHALL CONFORM TO ASTM. USE STEEL WASHERS BETWEEN HEAD OF BOLT OR LAG SCREW AND WOOD. USE STEEL WASHERS BETWEEN NUT AND WOOD. VERIFY GALVANIC REACTION CONDITIONS AND REQUIREMENTS
- ALL FASTENERS ATTACHING PRESSURE TREATED WOOD MEMBERS TO CONCRETE OR MASONRY SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
- MAKE NO SUBSTITUTIONS OF ANY ENGINEERED WOOD PRODUCTS (LVL, PSL, LSL, ETC.) SPECIFIED ON ANY FRAMING PLANS WITH OUT THE DIRECT WRITTEN PERMISSION OF THE STRUCTURAL DESIGNER OF RECORD.

METAL PLATE CONNECTED WOOD TRUSS NOTES/CRITERIA:

- WOOD TRUSSES SHALL BE DESIGNED AND CONFORM TO TPI 1-2014 "NATIONAL DESIGN STANDARD FOR METAL-PLATE-CONNECTED WOOD TRUSS CONSTRUCTION".
- ROOF TRUSSES SHALL BE DESIGNED FOR THE FOLLOWING LOADS:

TOP CHORD LIVE LOAD	30 PSF
TOP CHORD DEAD LOAD	10 PSF
BOTTOM CHORD LIVE LOAD	N/A (VERIFY NON-STORAGE LOAD)
BOTTOM CHORD DEAD LOAD	10 PSF
- FLOOR TRUSSES SHALL BE DESIGNED FOR THE FOLLOWING LOADS:

TOP CHORD LIVE LOAD	40 PSF
TOP CHORD DEAD LOAD	15 PSF
BOTTOM CHORD LIVE LOAD	N/A
BOTTOM CHORD DEAD LOAD	10 PSF
- IN ADDITION TO THE LOADS STATED ABOVE THE TRUSSES SHALL BE DESIGNED FOR ANY SNOW DRIFTING, MECHANICAL, AND/OR ANY SPECIAL LOAD CONDITIONS AS SHOWN ON STRUCTURAL OR ARCHITECTURAL PLANS.
- ROOF TRUSSES SHALL BE DESIGNED FOR A MAXIMUM LIVE LOAD DEFLECTION OF L/240.
- FLOOR TRUSSES SHALL BE DESIGNED FOR A MAXIMUM LIVE LOAD DEFLECTION OF L/480.
- FABRICATION, HANDLING, STORAGE, AND ERECTION SHALL BE IN ACCORDANCE WITH "TRUSS PLATE INSTITUTION" RECOMMENDED PRACTICES AND SHALL BE DONE IN A WORKMAN LIKE MANNER SO AS TO NOT DAMAGE THE TRUSSES. TRUSSES SHALL NOT BE CUT, ADDED ONTO OR ALTERED IN ANY WAY WITH OUT THE WRITTEN CONSENT OF THE TRUSS DESIGNER, STRUCTURAL DESIGNER, OR ARCHITECT OF RECORD.
- WOOD TRUSS DESIGNER/SUPPLIER SHALL SUBMIT FORMAL STAMPED CALCULATIONS BY A REGISTERED ENGINEER FOR REVIEW BEFORE FABRICATION.
- SUBMIT A SET OF TRUSS SHOP DRAWINGS TO THE ARCHITECT & STRUCTURAL DESIGNER OF RECORD FOR APPROVAL PRIOR TO FABRICATION. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS BEFORE SUBMITTING TO THE ARCHITECT.
- SHOP DRAWING SUBMISSIONS SHALL INCLUDE THE FOLLOWING INFORMATION:
 - THE NAME, ADDRESS, PHONE NUMBER, AND FAX NUMBER OF THE SUPPLIER.
 - SLOPE OR DEPTH, SPAN AND SPACING
 - LOCATION OF ALL JOINTS
 - ALL DESIGN LOADS
 - ADJUSTMENTS TO LUMBER AND METAL CONNECTOR PLATE VALUES FOR CONDITIONS OF USE
 - EACH REACTION FORCE AND DIRECTION
 - METAL CONNECTOR PLATE TYPE, SIZE, GAUGE, AND THE DIMENSIONAL LOCATION OF EACH CONNECTOR PLATE
 - LUMBER SIZE, SPECIES, AND GRADE FOR EACH TRUSS MEMBER
 - CONNECTION REQUIREMENTS FOR TRUSS TO TRUSS GIRDER, TRUSS PLY TO PLY, AND FIELD SPLICES
 - CALCULATED DEFLECTION RATIO AND/OR MAXIMUM DEFLECTION FOR LIVE AND TOTAL LOAD
 - SPECIFY ALL TRUSS TO TRUSS CONNECTIONS AND HANGERS.
 - SPECIFY AND SHOW ALL PERMANENT TRUSS BRACING REQUIRED BY DESIGN.
- CONTRACTOR IS RESPONSIBLE FOR ALL ERECTION PROCEDURES AND TEMPORARY TRUSS BRACING REQUIREMENTS DURING ERECTION IN ACCORDANCE WITH TPI'S COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING, AND BRACING METAL PLATE CONNECTED WOOD TRUSSES (HIB-41 BOOKLET) AND THE CURRENT EDITION OF ANSI/TPI-1.
- TRUSSES EXPOSED TO MOISTURE SHALL BE CONSTRUCTED OF PRESSURE TREATED WOOD AND GALVANIZED METAL PLATES.
- FLOOR TRUSS SPACING SHOWN ON FRAMING PLANS ARE MAXIMUM SPACINGS. TRUSS DESIGNER SHALL REDUCE SPACING AS REQUIRED TO SUPPORT ALL LOADS SPECIFIED ON THESE PLANS AND BY CODE.
- DESIGN ROOF TRUSSES TO RESIST ALL WIND LOADS INCLUDING UPLIFT LOADS (SEE WIND LOADING DIAGRAMS FOR INFORMATION).
- ALL TRUSS TO TRUSS CONNECTIONS ARE TO BE DESIGNED, DETAILED, AND SUPPLIED BY THE TRUSS SUPPLIER/ DESIGNER.
- TRUSS FABRICATOR SHALL FIELD VERIFY ALL SPAN DIMENSIONS BEFORE FABRICATING.

LOAD COMBINATIONS:

ALLOWABLE STRESS DESIGN (ASD):	STRENGTH DESIGN (LRFD):
1). D	1). 1.4D
2). D + L	2). 1.2D + 1.6L + 0.5(Lr OR S OR R)
3). D + (Lr OR S OR R)	3). 1.2D + 1.6(Lr OR S OR R) + (L OR 0.5W)
4). D + 0.75L + 0.75(Lr OR S OR R)	4). 1.2D + 1.0W + L + 0.5(Lr OR S OR R)
5). D + (0.6W OR 0.7E) &	5). 1.2D + 1.0E + L + 0.25 &
(1.0 + 0.145Ws)D + 0.71Ws &	(1.2 + 0.25Ws)D + 1.0E + L + 0.25 &
(1.0 + 0.145Ws)D + 0.71Ws &	(1.2 + 0.25Ws)D + 1.0E + L + 0.25
6a). D + 0.75L + 0.75(0.6W) + 0.75(Lr OR S OR R)	6). 0.9D + 1.0W
6b). D + 0.75L + 0.75(0.7E) + 0.75S &	7). 0.9D + 1.0E &
(1.0 + 0.105Ws)D + 0.5251.0E + 0.75L + 0.75S &	(0.9 + 0.25Ws)D + 1.0E &
(1.0 + 0.105Ws)D + 0.5251.0E + 0.75L + 0.75S	(0.9 + 0.25Ws)D + 1.0E
7). 0.6D + 0.6W	
8). 0.6D + 0.7E &	
(0.6 - 0.145Ws)D + 0.71Ws &	
(0.6 - 0.145Ws)D + 0.71Ws	
ADDITIONAL SERVICEABILITY:	
1). D + 0.5L (CREEP)	
2). D + 0.5L + Ws (WIND)	

CERTIFIED PRODUCTS

19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

SHEET TITLE:

STRUCTURAL SPECIFICATIONS

S-1

DATE: OCTOBER 12TH, 2023

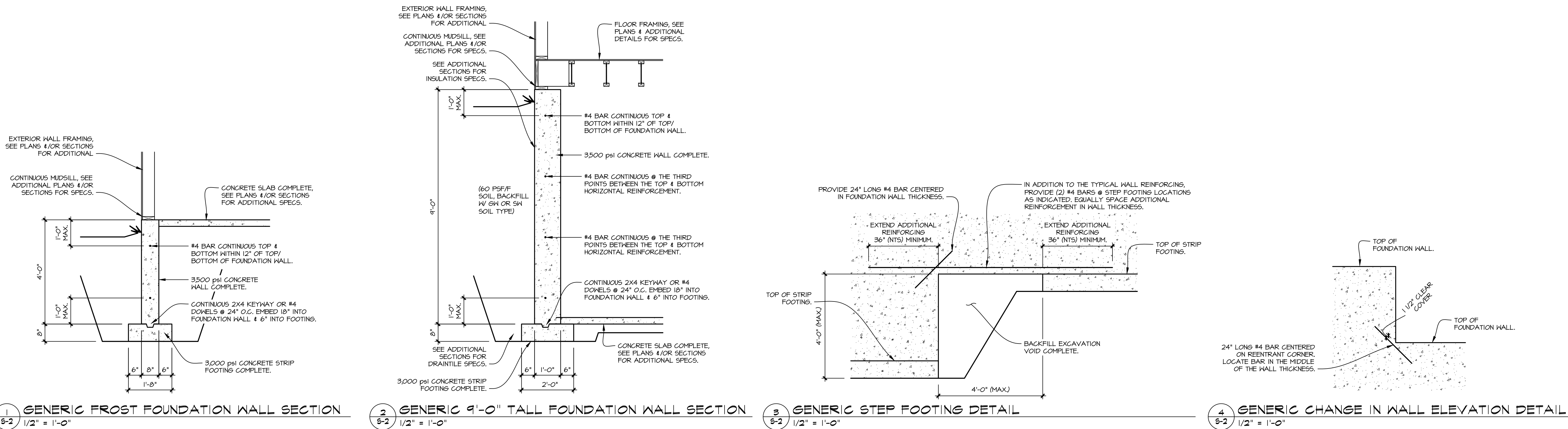
PROJECT NUMBER: 23-392



4040 N. Calhoun Road Suite #200 • Brookfield, WI 53005
(OFFICE) 262-786-6776

REVISIONS:

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ROOF & CEILING FRAMING (APPLIES TO DIM. LUMBER ONLY)

CEILING JOISTS TO PLATE, TOE NAIL	3-8d
CEILING JOIST, LAPS OVER PARTITIONS, FACE NAIL	3-10d
CEILING JOIST TO PARALLEL RAFTERS, FACE NAIL	3-16d
RAFTER TO TOP PLATE,	ENGINEERED CONNECTOR (SEE FRAMING PLAN FOR SPECIFICATIONS).
ROOF RAFTERS TO RIDGE, VALLEY OR HIP RAFTERS, TOE NAIL	4-16d
ROOF RAFTERS TO RIDGE, VALLEY OR HIP RAFTERS, FACE NAIL	3-16d
COLLAR TIES TO RAFTERS, FACE NAIL	3-8d

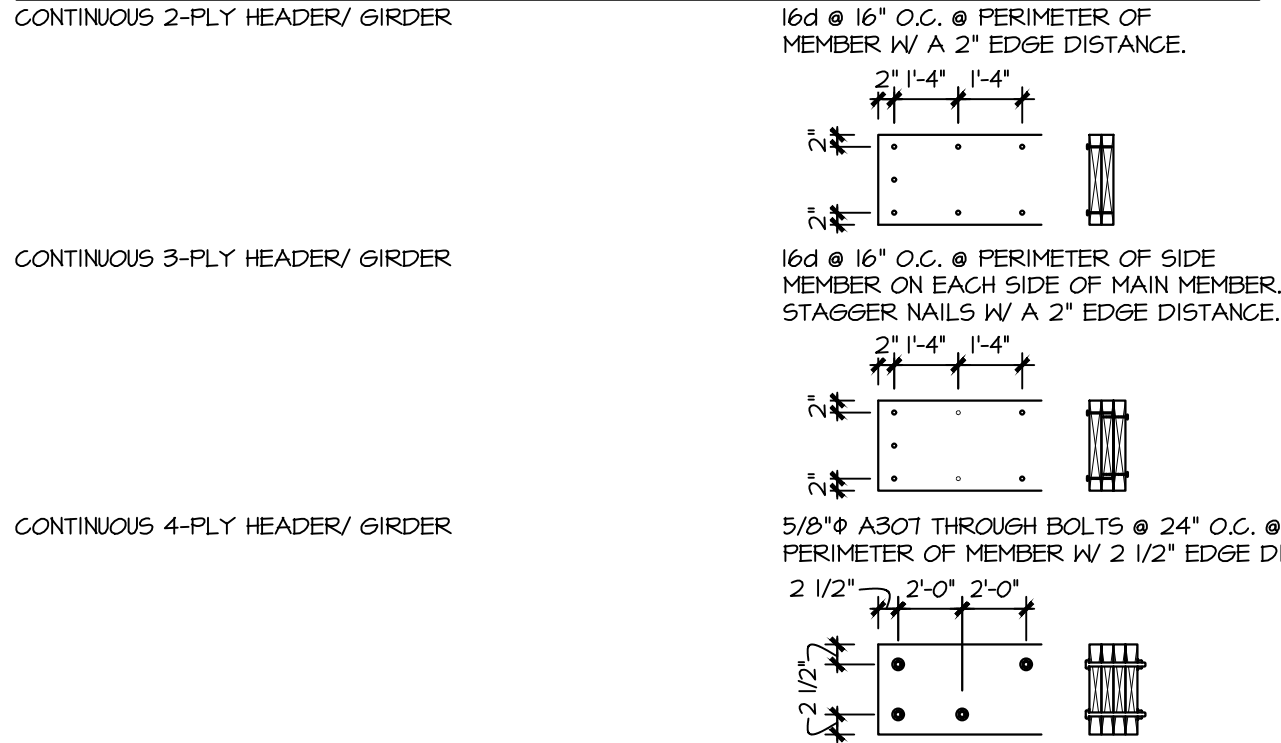
FLOOR FRAMING (APPLIES TO DIM. LUMBER ONLY)

JOIST TO JOIST, FACE NAILED OVER SUPPORT	3-8d
JOIST TO SILL OR GIRDER, TOE NAIL	3-8d
BAND OR RIM JOIST TO JOIST, END NAIL	3-16d
BAND OR RIM JOIST TO SILL OR TOP PLATE	2-16d @ 16" O.C.
BRIDGINS TO JOIST, NAIL EACH END	2-8d
JOIST ON BEAM, TOE NAIL	3-8d

WALL FRAMING

SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL	2-16D @ 16" O.C.
TOP OR SOLE PLATE TO STUD, END NAIL	2-16D
STUD TO SOLE PLATE, TOE NAIL	3-8D OR 2-16D
DOUBLED STUDS, FACE NAIL	10d @ 24" O.C.
DOUBLED TOP PLATES, FACE NAIL	10d @ 24" O.C.
DOUBLED TOP PLATES, MINIMUM 24-INCH OFFSET OF END JOINTS, FACE NAIL IN LAPPED AREA	8-16d
TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL	2-10d
CONTINUOUS HEADER TO STUD, TOE NAIL	4-8d
1" CORNER BRACE TO EACH STUD AND PLATE, FACE NAIL	2-8d OR 2 STAPLES, 1 3/4"
BUILT-UP CORNER STUDS	10d @ 24" O.C.

HEADER/ GIRDER FRAMING (UNLESS OTHERWISE NOTED OR DETAILED)



ROOF SHEATHING NOTE:

PROVIDE 1/16" ROOF SHEATHING W/ SPAN RATINGS OF 24/16 OR BETTER & ATTACH TO RAFTERS W/ 8d NAILS @ 6" O.C. @ PANEL EDGES & 12" O.C. IN THE FIELD.

FLOOR SHEATHING NOTE:

PROVIDE 23/32" T&G SHEATHING (UNBLOCKED) W/ SPAN RATINGS OF 48/24 & ATTACHED W/ #9X2 1/2" WOOD SCREWS @ 6" O.C. @ PANEL EDGES & 12" O.C. IN THE FIELD & A CONT. BEAD OF "LOCTITE" "PL400" ADHESIVE OR EQUAL.

SHOULDER & KING SCHEDULE

OPENING SIZE (FEET)	SHOULDER SPECIFICATIONS	KING SPECIFICATIONS	ADDITIONAL NOTES
LESS THAN 4'-0"	(1) 2X6 SFF #2 OR (1) 2X4 SFF #2	(1) 2X6 SFF #2 OR (1) 2X4 SFF #2	MATCH SHOULDERS & KINGS W/ STUD WALL THICKNESS
4'-0" - 8'-0"	(1) 2X6 SFF #2 OR (2) 2X4 SFF #2	(1) 2X6 SFF #2 OR (2) 2X4 SFF #2	MATCH SHOULDERS & KINGS W/ STUD WALL THICKNESS
8'-0" - 12'-0"	(2) 2X6 SFF #2 OR (3) 2X4 SFF #2	(2) 2X6 SFF #2 OR (3) 2X4 SFF #2	MATCH SHOULDERS & KINGS W/ STUD WALL THICKNESS

NOTES:
- MAXIMUM SHOULDER HEIGHT OF 6'-8" FOR 2X4'S & 8'-0" FOR 2X6'S.
- MAXIMUM KING HEIGHT OF 8'-0" FOR 2X4'S & 10'-0" FOR 2X6'S.
- THIS SCHEDULE APPLIES TO ALL OPENINGS UNLESS OTHERWISE INDICATED ON THE FRAMING PLANS &/ OR DETAILS.

RECOMMENDED SIZES FOR WASHERS & ANCHOR ROD HOLES IN BASE PLATES (AISC TABLE 14-2)

ANCHOR ROD DIAMETER (IN)	HOLE DIAMETER (IN)	WASHER SIZE (IN)	MIN. WASHER THICKNESS (IN)
3/4	1 5/16	2	1/4
7/8	1 9/16	2 1/2	5/16
1	1 7/8	3	3/8
1 1/4	2 1/8	3 1/2	1/2

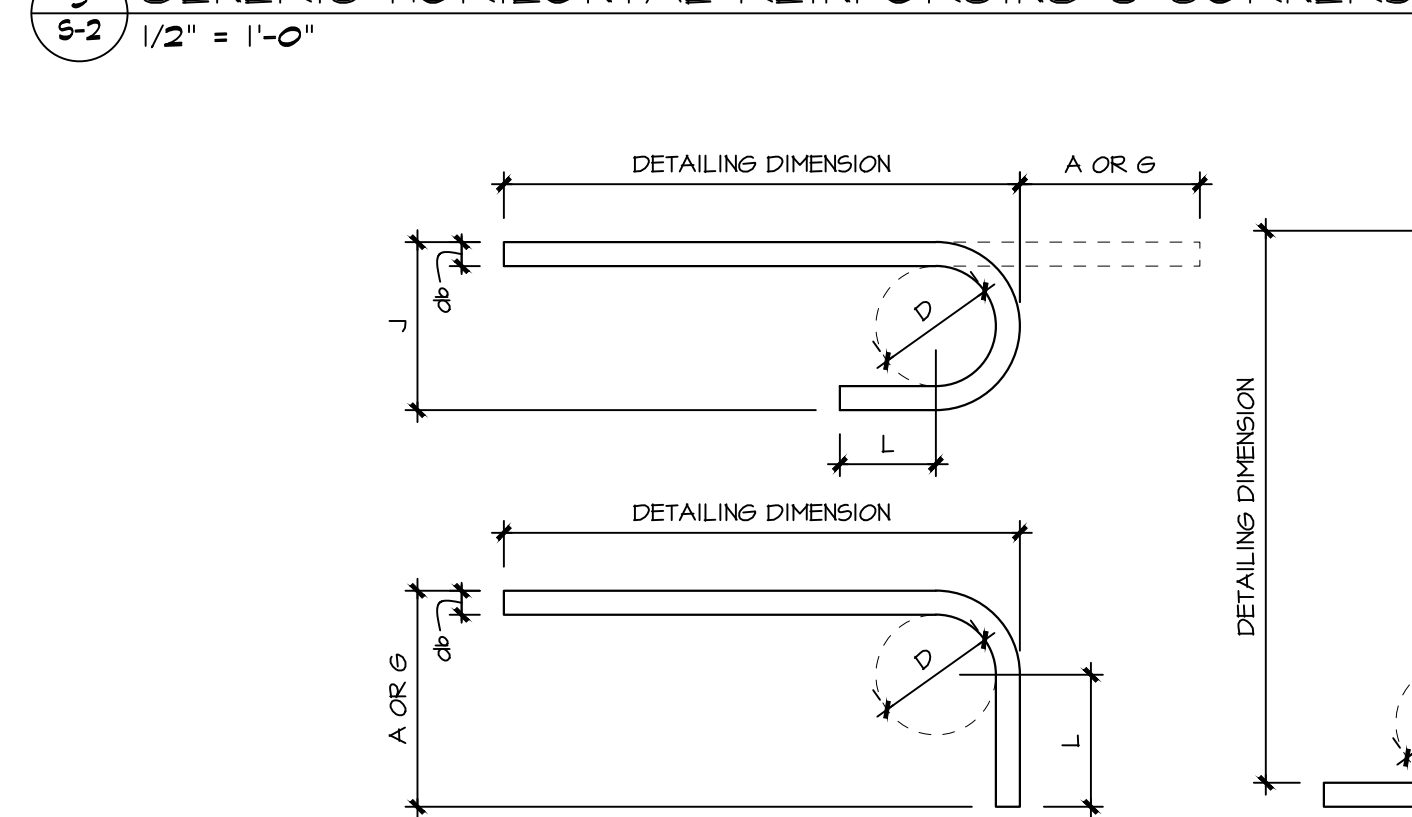
NOTES:
1). HOLE SIZES PROVIDED ARE BASED ON ANCHOR ROD SIZES AND CORRELATE WITH ACI 308.
2). CIRCULAR OR SQUARE WASHERS MEETING THE WASHER SIZE ARE ACCEPTABLE.
3). ASTM F844 WASHERS ARE PERMITTED INSTEAD OF PLATE WASHERS WHEN HOLE CLEARANCES ARE LIMITED TO 5/16" FOR ROD DIAMETERS UP TO 1", 1/2" FOR ROD DIAMETERS OVER 1" UP TO 2", & 1" FOR ROD DIAMETERS OVER 2".

BOLT HOLE SPECS. FOR STEEL TO STEEL CONNECTIONS.

BOLT DIAMETER (IN)	STD. HOLE SIZE (IN. Ø)	SHORT-SLOT (WIDTH" x LENGTH")	LONG-SLOT (WIDTH" x LENGTH")	MINIMUM EDGE DISTANCE (IN)
1/2	9/16	9/16 X 1 1/16	9/16 X 1 1/4	3/4
5/8	1 1/16	1 1/16 X 7/8	1 1/16 X 1 9/16	7/8
3/4	1 3/16	1 3/16 X 1	1 3/16 X 1 7/8	1
7/8	1 5/16	1 5/16 X 1 1/8	1 5/16 X 2 3/16	1 1/8
1	1 1/16	1 1/16 X 1 5/16	1 1/16 X 2 1/2	1 1/4

NOTES:
- ALL HOLES ARE TO BE DRILLED, PUNCHED OR THERMALLY CUT.
- THE MINIMUM DISTANCE BETWEEN STANDARD OR SLOTTED HOLE CENTERS ARE TO BE 3Ø (3 TIMES THE BOLT DIAMETER).
- THE MAXIMUM DISTANCE FROM CENTER OF STANDARD OR SLOTTED HOLE TO EDGE OF CONNECTION IS TO BE LESS THAN EITHER 12Ø (12 TIMES PART THICKNESS) OR 6 INCHES.

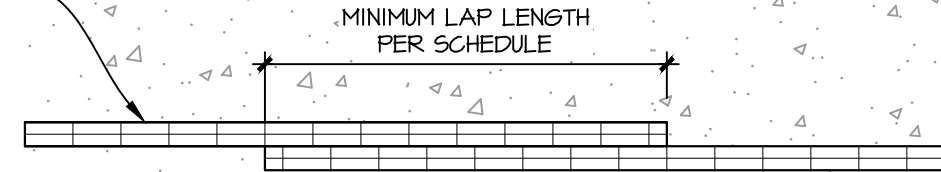
5
5-2 1/2" = 1'-0"



BAR SIZE	A OR Ø	J	D	L	A OR Ø	D	L
#3	5"	3"	2 1/4"	2 1/2"	6"	2 1/4"	4 1/2"
#4	6"	4"	3"	2 1/2"	8"	3"	6"
#5	7"	5"	3 3/4"	2 1/2"	10"	3 3/4"	7 1/2"
#6	8"	6"	4 1/2"	3"	12"	4 1/2"	9"
#7	10"	7"	5 1/4"	3 1/2"	14"	5 1/4"	10 1/2"
#8	11"	8"	6"	4"	16"	6"	12"

BAR SIZE	A OR Ø	D	L	A OR Ø	D	L
#3	4"	1 1/2"	2 1/4"	4 1/4"	1 1/2"	2 1/2"
#4	4 1/2"	2"	2 1/4"	4 1/2"	2"	3"
#5	6"	2 1/2"	3 3/4"	5 1/2"	2 1/2"	3 3/4"
#6	12"	4 1/2"	4"	7 3/4"	4 1/2"	4 1/2"
#7	14"	5 1/4"	10 1/2"	9"	5 1/4"	5 1/4"
#8	16"	6"	12"	10 1/4"	6"	6"

REBAR SPLICE CONSISTS OF THE SAME BAR SIZE, STAGGER SPLICE LOCATIONS THROUGHOUT CONCRETE MEMBER.



REBAR (TENSION) LAP LENGTHS SCHEDULE (UNLESS OTHERWISE NOTED)

BAR SIZE	MINIMUM CLASS "A" LAP LENGTH FOR 3,000 psi CONCRETE.	MINIMUM CLASS "A" LAP LENGTH FOR 4,000 psi CONCRETE.	MINIMUM CLASS "A" LAP LENGTH FOR 5,000 psi CONCRETE.	MINIMUM CLASS "A" LAP LENGTH FOR 6,000 psi CONCRETE.
#3	17 INCHES	14 INCHES	13 INCHES	12 INCHES
#4	22 INCHES	19 INCHES	17 INCHES	16 INCHES
#5	28 INCHES	24 INCHES	21 INCHES	20 INCHES
#6	33 INCHES	29 INCHES	26 INCHES	23 INCHES
#7	48 INCHES	42 INCHES	37 INCHES	34 INCHES
#8	55 INCHES	48 INCHES	43 INCHES	39 INCHES

NOTE:
THIS SCHEDULE IS APPLICABLE FOR NORMAL WEIGHT CONCRETE, NON-ZINC OR NON-EPOXY COATED, & NON-BUNDLED GRADE 60 REBAR.

CERTIFIED PRODUCTS

19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

SHEET TITLE:

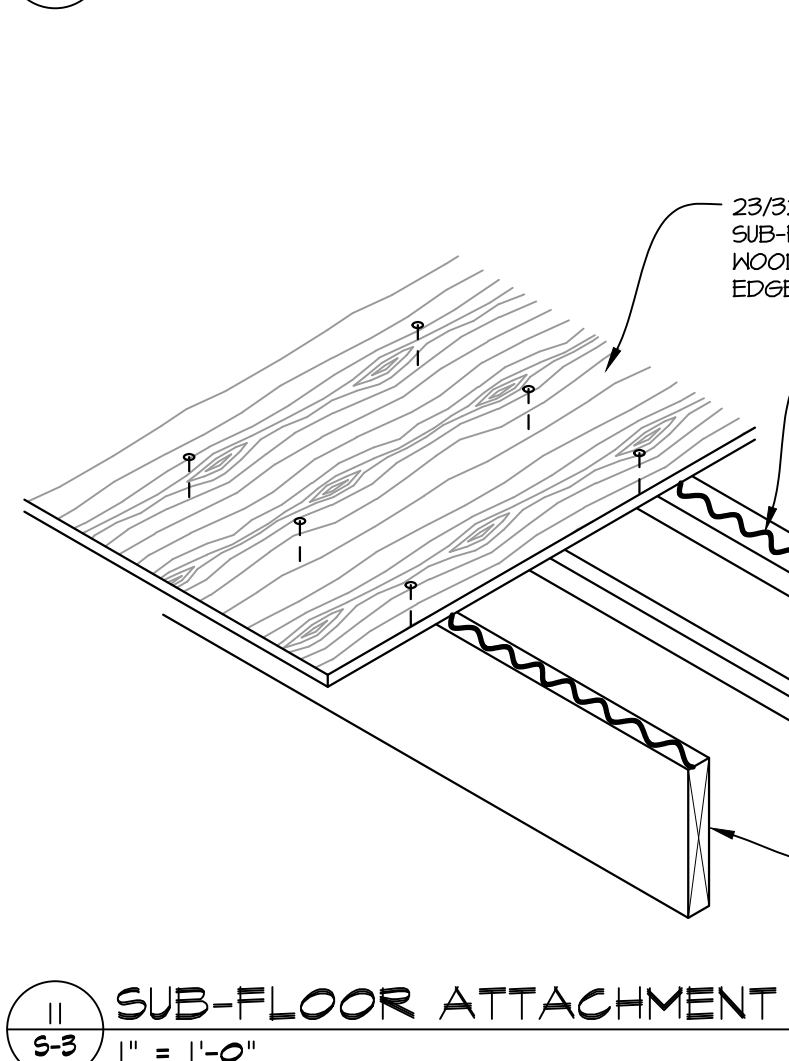
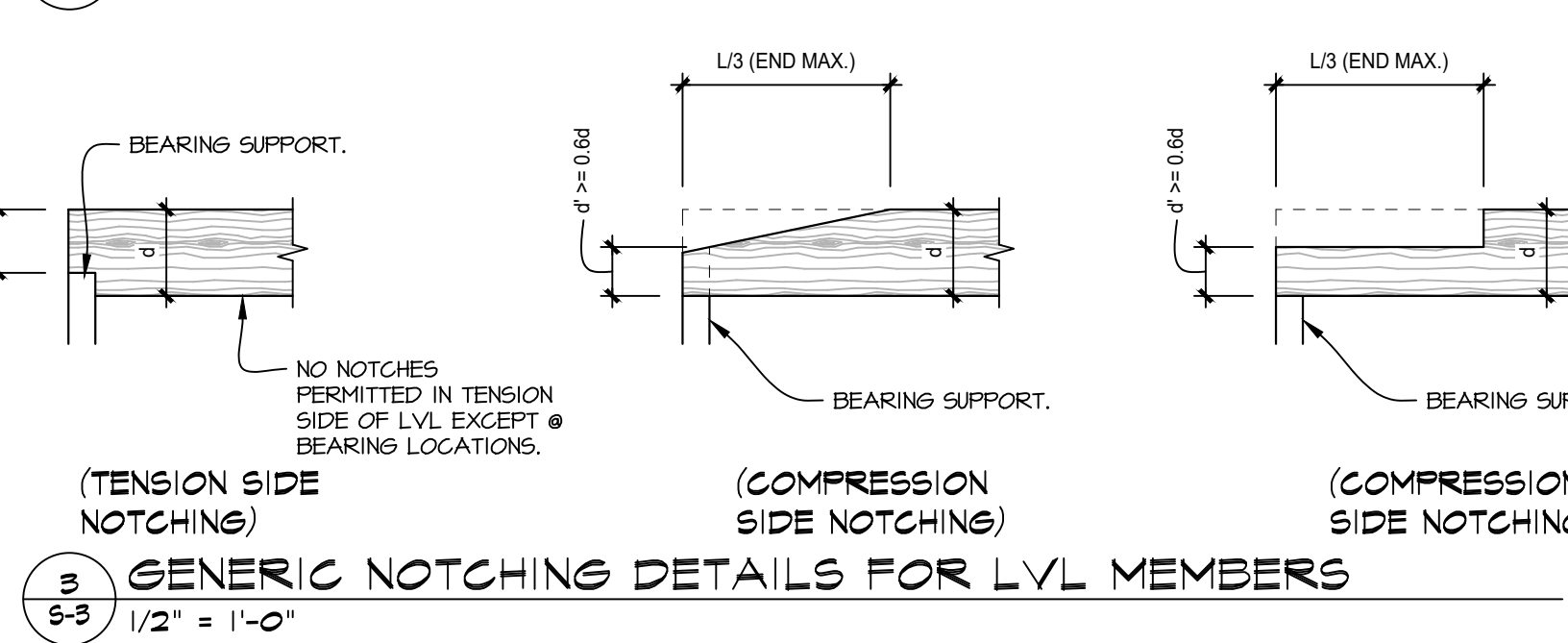
CONCRETE DETAILS

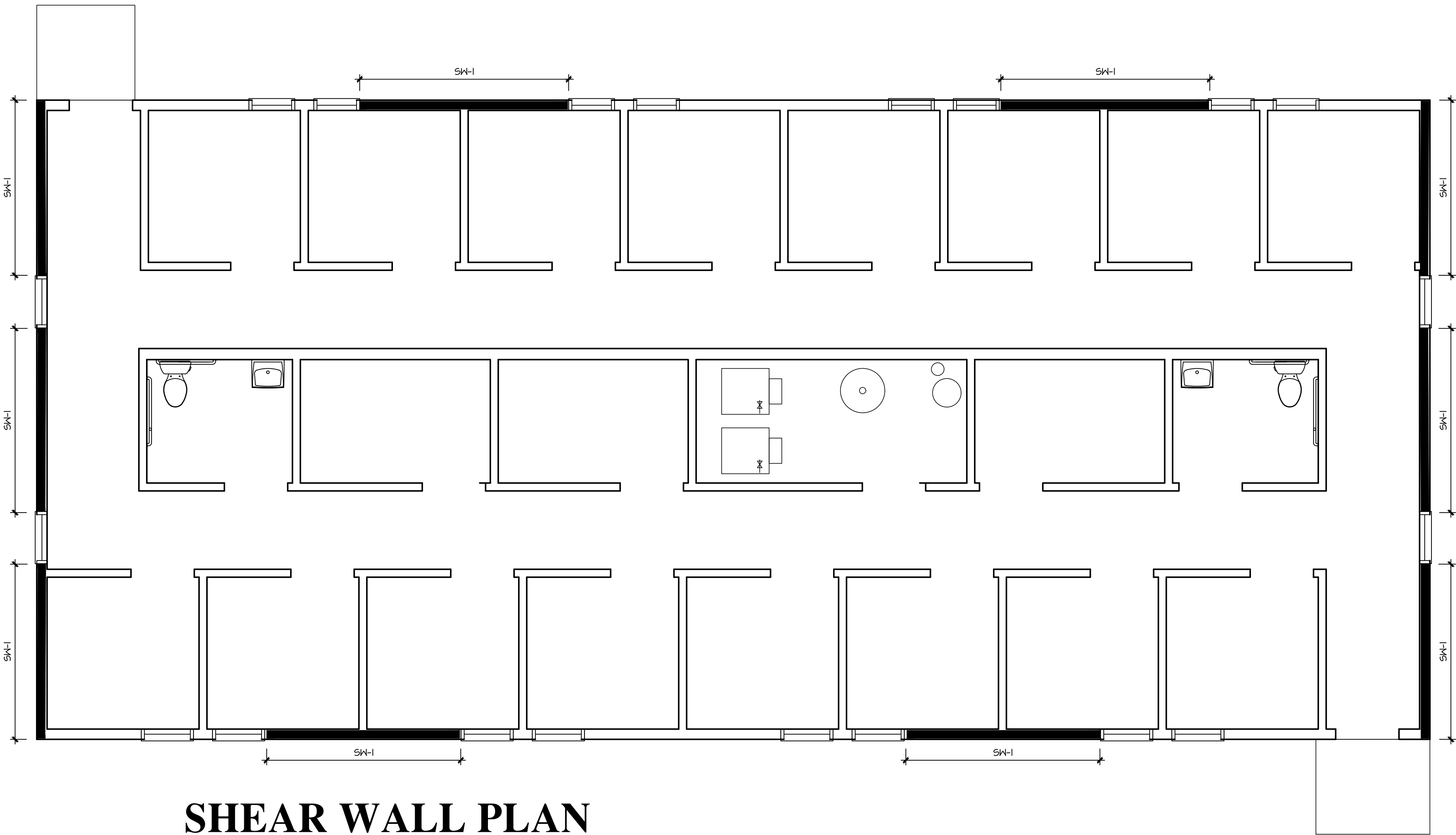
S-2

DATE: OCTOBER 12TH, 2023

PROJECT NUMBER: 23-392

REVISIONS:





SHEAR WALL SCHEDULE		
MARK	SHEATHING ATTACHMENT	HOLD DOWN
5x-1	7/16" OSB BLOCKED 1/4" 8d NAILS 6" O.C. @ ALL PANEL EDGES & 12" O.C. @ ALL INTERMEDIATE STUDS	NOT REQUIRED

SHEAR WALL PLAN

1 / 4 " = 1 ' - 0 "

REVISIONS:

CERTIFIED PRODUCTS

19000 W. LINCOLN AVE.
NEW BERLIN, WI 53146

SHEET TITLE:
SHEAR WALL PLAN

S-4

DATE: OCTOBER 12TH, 2023

PROJECT NUMBER: 23-392

RECLAMATION AND RESTORATION PLAN FOR

Workman Meadows, LLC

19000 West Lincoln Avenue
New Berlin, Wisconsin

March 15^h, 2024

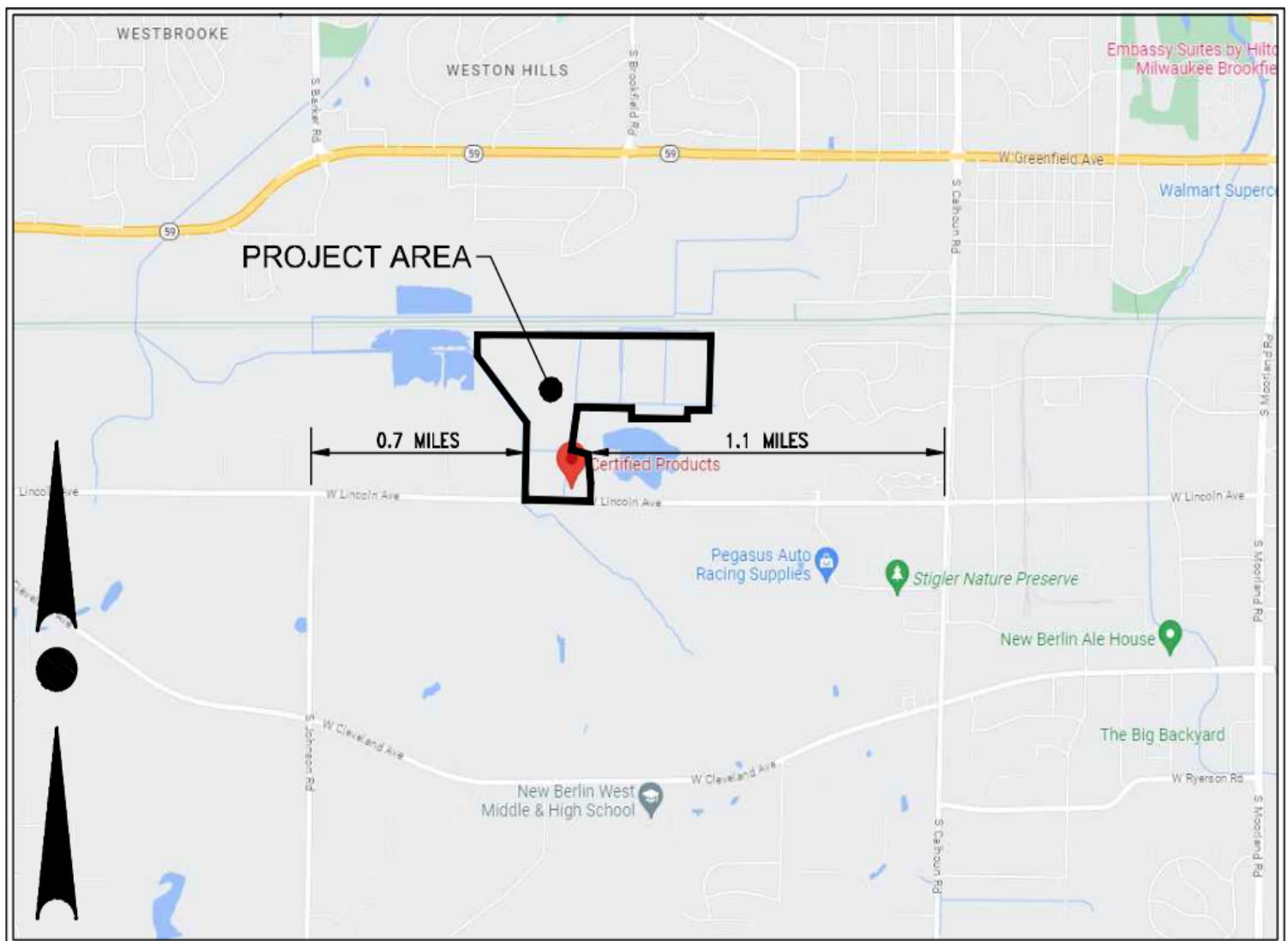
Prepared By:
Trio Engineering, LLC

4100 N. Calhaun Road Brookfield, WI 53005 262-790-1480 (voice) 262-790-1481 (fax)
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OVERVIEW, GENERAL LOCATION & SUMMARY OF MINING OPERATIONS

(NR 135.19 (2) (a) & NB 275-65.A (1))

Workman Meadows is located in Sections 4 and 5, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, and State of Wisconsin. More specifically, it is an operation on three contiguous parcels of land encompassing roughly 112.4 acres. These parcels lie north of Lincoln Avenue approximately 6300' west of the intersection of Lincoln Avenue & Calhoun Road. Below is a general location map. The dark area represents the boundary of the site.



LOCATION MAP
NOT TO SCALE

Nature of the Mine

Mining operations consisted of peat removal; the excavation was and continues to be backfilled with imported fill.

History of the Mine

The subject area has been mined for peat in one form or another since the mid 1950's. During this time other operations took place onsite, including: mulch shredding, composting, and bagging. Based on available aerial photographs, the mine considerably expanded its' operation in the late 1980's. Prior to the 1950's, the site was used for agriculture and some of it existed in a natural wooded state. The mine properties had been owned by members of the Geipel Family since before 1962 and was sold to Workman Enterprises in 2020.

At the time of preparation of this report, the Non-Metallic operations (peat removal) have ceased on the property. The remaining peat reserves on the property are mainly concentrated under the onsite wetland areas and will not be disturbed. There exist a few peat deposits scattered within the property limits, but an analysis of these deposits show that these reserves are not economically feasible to retrieve. These few remaining peat deposits should be noted with future development plans so that proper soil exploration occurs and the future building foundations and associated infrastructure are properly designed. Please see the future use section of this report for more information.

List of Maps

Proposed Site Plan – Proposed Development Plan over existing Areal View.

Plan Sheet T1 – General cover sheet, areal extent, Future lot layout.

Plan Sheets C1.0 thru C1.3 – Existing Site, Zoning, and Environmental Plans

Plan Sheet C1.4 thru C1.6 – Proposed Site Plans

Plan Sheets C2.0 thru C2.8 – Master Grading and Drainage Plan and Pond Details

Plan Sheets C3.0 and C4.0 – Erosion Control Plan and Plan Details

Appendix “A” – Mined property legal descriptions and adjacent parcel information.

Appendix “B” – Soil Boring information

Appendix “C” – Wetland Delineation report, Wetland Legal Description, and DNR artificial wetland letter

Appendix “D” – Endangered Resource Review

Legal Description and Parcel ID numbers

(NR 135.19 (2) (b) & NB 275-65.A (2))

Please see Appendix “A” for Reference maps, Legal Descriptions and Parcel ID numbers for all subject parcels. Note that ownership information is also included in said appendix.

Owners and Operators

(NR 135.19 (2) (c & d) & NB 275-65.A (3 & 4))

Owner: Workman Meadows, LLC
Austin Workman
19000 West Lincoln Avenue
New Berlin, WI 53146
262-894-8300

Operator: Workman Meadows, LLC
Austin Workman
19000 West Lincoln Avenue
New Berlin, WI 53146
262-894-8300

Certification

(NR 135.19 (2) (e) & NB 275-65.A (5))

The certification for this section is included in the overall certification of the reclamation plans and report which is given at the end of this report.

Reclamation Plan Contents

(NR 135.19 (2) (a thru e) & NB 275-65.1. (2) (a thru d))

General Location, property boundaries, existing drainage courses and areal extent.
Please see cover sheet of attached plan set.

Delineation and Acreage of each use onsite.
Please see cover sheet of attached plan set.

Geologic composition, depth and location of Peat (the Non-Metallic Mineral being mined) onsite.

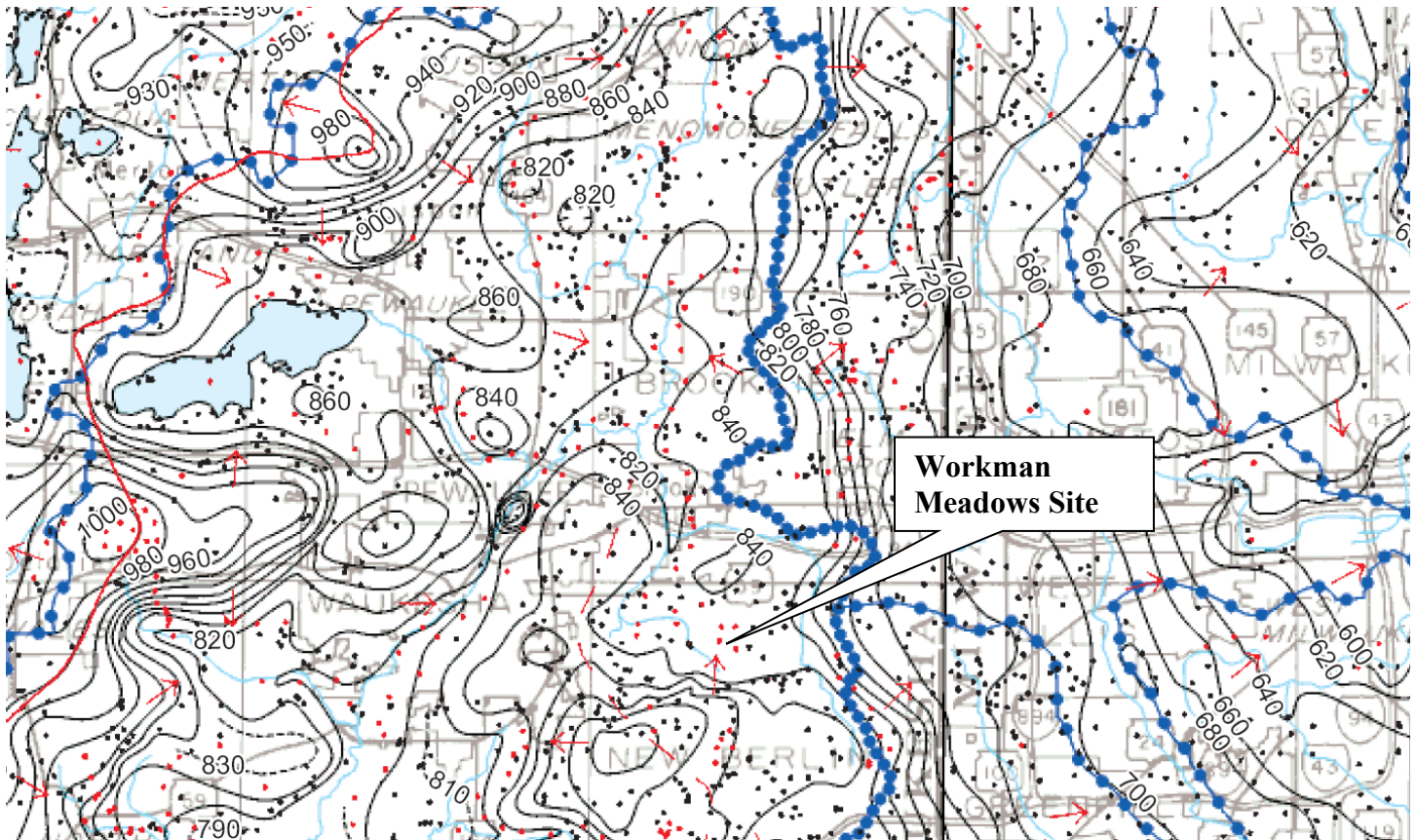
- a. Onsite peat reserves have been mined. No more peat mining is proposed to take place on the site.
- b. Based on available research, peat reserves onsite averaged a depth of 4' to 13' deep in the areas that were mined. Approximate elevations of the bottom of the peat deposit are shown on the cover sheet of the reclamation plan. These depths are taken from the soil borings performed by others.
- c. Total pre-mined peat volume is estimated at 1.8 million yards. This number is based on soil borings and information given in interviews referenced in previous reports. Reported expansion of the peat after processing was estimated at 25%, yielding 2.25 million yards of saleable peat from this mine.
- d. Based on the soil borings taken from previous reports, below the peat deposits are saturated layers of dense to stiff (some silty) gray clay, sand and gravel noted throughout the borings.
- e. Based on available mapping of the bedrock in the area, Dolomite bedrock is at an estimated depth of 700-800 ft below the surface. Please see attached exhibit taken from SEWRPC Technical Report #37 attached at the end of Appendix "B"

Distribution, thickness and type of topsoil.

- a. The non-metallic substance mined onsite is peat, which is naturally occurring topsoil rich in organic nutrients and mainly used for augmentation of planting beds and potting soil. The topsoil is therefore the entire reason for the mine and the pre-mined topsoil depth is estimated at being between 4' to 13' deep across the site, (please see bottom of peat contours on the cover sheet of the plans). This topsoil (peat) has been removed and no longer is available to the site. Under the final reclamation provisions of this report a layer of topsoil capable of supporting the required stabilizing vegetation will need to be imported to the site or any suitable topsoil is located onsite, it may also be utilized. Please see the topsoil spreading and seeding sections for more information.

Approximate Elevation of groundwater.

- a. The soil boring logs and reports indicate that groundwater levels are quite varied thru the site from as little as 6"-8" to 12' below grade. The soil boring report prepared by Wisconsin Testing Laboratories indicates that this water may be perched over the silty clay layer in some areas. This appears to be true in areas where the water found was extremely high (within 1' of the terrain). Further analyses of wells in the area along with the soils report indicate that the static elevation is between 831 and 835 onsite. This agrees with the SEWRPC Technical Report #37, which when adjusted for neighboring terrain, indicates a ground water elevation around 3-5' deep onsite. An excerpt of an exhibit from the Technical Report is provided on the following page.



Based upon research of nearby wells in the vicinity of the project site, a well located near Moreland Road and I-94 indicated a static water level of 8' down (around an 832 elevation). This agrees closely with what was reported onsite. This well information is attached as Appendix "C".

Biological Resources. – See plan Sheet 2

- a. Primary Environmental Corridors (PEC) and Isolated Natural Resource Areas (INRA)
 1. Plan sheet 2 shows the areas on the site designated as PEC and INRA areas.
- b. The plan also shows onsite areas designated as wetlands onsite. Excerpts from the wetland delineation report and ACOE and DNR concurrence letters are attached in Appendix "D".
- c. Vegetation data for the property was determined through a visual inspection done as a part of the wetland delineation for the property.
 1. The wetlands along the east property line extending to the north consist of a combination of hardwood tree complexes to the south, extending to disturbed fresh meadow (indications of disturbance due to mining activity) to the north. Species present include American Basswood, Green Ash, American Elm, Silky Dogwood,

Northern Red Oak, Buckthorn and Quaking Aspen. Garlic Mustard was also noted in this area.

2. Along the northern property line the vegetation is described as disturbed fresh meadow. Species Present include: Narrowleaf Cattail, Pussy Willow, Giant Reed Grass and Reed Canary Grass.
3. The large area of wetlands along the west edge of the property is a mix of disturbed fresh meadow, shallow water marsh and shrub-carr bordering Poplar Creek. Species present include: Reed Canary Grass, Narrowleaf Cattail, scattered Willows and Green Ash Trees.
4. Several man-made drainage ditches, with intermittent culvert crossings, were constructed as irrigation facilities when the site was a sod farm, run along the southern edge of the mined areas. These ditches are labeled as farm ditches on the cover of the plan set. These ditches contain: Reed Canary Grass, scattered Red Osier Dogwood, Willows and Stinging Nettle.
5. The Southeastern "leg" of the horseshoe shaped site is a previously mined area, hence stabilized with a mix of Kentucky blue grass, dandelion and queen Anne's Lace. Vegetative cover is described as good.
6. The remaining mined area in the north of the property has poor vegetative cover and is in need of reclamation. Blue Grass, dandelion and Queen Anne's Lace are present, but coverage is described as poor or non-existent.

Wildlife data

- a. The site may be located in the range of the Butler's Garter Snake, a state listed threatened species. However, the areas to be disturbed as a part of this reclamation remain under such heavy disturbance that their existence onsite is not probable.
- b. Rare Species – species listed below have not been directly seen on the site, but are listed by the DNR as using areas similar to this site as habitat in Waukesha County. Sighting of these species should be reported to the DNR Bureau of Endangered Resources. The year shown below is the last reported sighting in Waukesha County.

Barn Owl, Tyto alba, 1981

A Leafhopper, Flexamia prairiana, 1996

Bird Rookery, Bird Rookery, 2003

Hooded Warbler, Wilsonia citrina, 1997

Cerulean Warbler, Dendroica cerulea, 2005

Kentucky Warbler, Oporornis formosus, 1992

Acadian Flycatcher, Empidonax virescens, 1992

Hickory Hairstreak, Satyrium caryaevorum, 1993

Worm-eating Warbler, Helmitheros vermivorus, 1999
Broad-winged Skipper, Poanes viator, 1992
Columbine Dusky Wing, Erynnis lucilius, 1982
Franklin's Ground Squirrel, Spermophilus franklinii, 2005
Red-tailed Prairie Leafhopper, Aflexia rubranura, 1999

c. Known species

1. Wildlife usage is light through the site. Species such a deer, turkey, rabbit, geese, various hawks, herons and other water fowl have been observed onsite. Raccoons are also prevalent mainly due to the neighboring residential areas.

Current Zoning

- a. Two New Berlin zoning classifications exist onsite:

C-1 Upland Resource Conservancy District
 C-2 Shoreland Wetland District

The limits of each zoning district are shown on sheet 2 of the reclamation plan.

The following is taken directly from the City of New Berlin's Zoning Code:

- (1) *Boundaries of the C-1 Upland Resource Conservancy District were based on the delineation of primary environmental corridors, secondary environmental corridors, and isolated natural areas as shown in the Land Use and Urban Design Plan for the City of New Berlin: 2010. C-1 Conservancy Districts may also include buffers, significant natural areas, environmental easements shown on development plan approvals, poor soils as shown in the Soil Survey of Milwaukee and Waukesha Counties, Wisconsin, published by the U. S. Department of Agriculture in July 1971, and previous City of New Berlin C-1 District zoning boundaries.*
- (2) *Boundaries of the C-2 Shoreland Wetland District are based on the following, which reflect the best data available to the City:*
 - (a) *Wisconsin Wetland Inventory Maps for the City of New Berlin dated April 10, 1986, and stamped "Final." The Wisconsin Wetland Inventory Maps to illustrate the wetlands utilizing the best statewide cartographic information available at that time. The City declares, however, that the Wisconsin Wetland Inventory Maps do not exhibit exact wetland boundaries.*
 - (b) *Wetland maps for the City of New Berlin marked "City of New Berlin Wetlands; Source City of New Berlin Planning Department; Completed December 1987 - Revised." These maps show wetlands requiring protection by § 62.231, Wis. Stats.; wetland protected by Army Corps of Engineers Section 404; and other wetlands inside New Berlin environmental corridors.*
 - (c) *Wetlands field staked by a field biologist, surveyed by a Wisconsin*

registered land surveyor and approved by the Southeastern Wisconsin Regional Planning Commission.

Previously mined Areas

As mentioned earlier in this report, all mining operations onsite have ceased. Please see the cover of the reclamation plan set for the delineation of these areas.

Post Mining Land Use

(NR 135.19 (3) (a) & NB 275-65.1. (3) (a))

Proposed future land use: Multi-Tenant Outdoor Storage and Business Business Park/Industrial

The site will continue to be filled and compacted with clean fill until it reaches final grade as shown on the attached future fill and grading sheets included in the reclamation plan set.

- a. Plant material for the future use of this property is limited to the grasses grown from the proposed reclamation seeding mix.
- b. Outstanding issues with this proposed use include:
 1. Filling the site to future grade.
 - i. Approximately 887,000 cy (compacted volume) will need to be imported and compacted to reach this final grade.
 2. Utilities service
 - i. The tenant office building is proposed to be served by a well and holding tank. There is already one building on site that is setup this way. It is assumed that the future manufacturing sites would also be served by well and holding tank.
 3. Zoning
 - i. The Workman properties are currently zoned as C-1 Upland Resource Conservancy District with some C-2 Shoreland Wetland District. The City's Growth and Development Master Plan (GDMP) identifies a "Business Park/Industrial" land use for the Workman Properties. The intent is to rezone the property to M-1 Manufacturing once the land is out of the mining designation.

As this is a pay-to-dump clean fill operation, the operator would be required to stay in business for the entire duration in order to fulfill the requirements of the reclamation permit. If the pay-to-dump operation were to cease, it would not be economically reasonable to require that the site be brought to final grade to achieve reclamation.

Reclamation Measures

(NR 135.19 (4) (a) & NB 275-65.1. (4) (a))

Earthwork: Final Grading & Slopes

- a. To reclaim the site to the future use plan approximately 887,000 cy of fill will need to be imported. This fill, along with the listed volumes of topsoil, will also need to be hauled into the site.
- b. Fill should be placed in a manner that minimizes the area of bare soil exposed at any one time to the extent practical. This may be accomplished by incrementally bringing areas up to future grade, and stabilizing before beginning land disturbing activities in another area of the site. This stabilization of the incrementally filled areas may be accomplished by immediately covering with topsoil and seeding with a fast growing cover crop.
- c. Currently the site is a pay-to-dump site. Fill is hauled in, inspected and then dumped in areas onsite. The fill is then spread in approximately 8" – 12" thick lifts and compacted with the onsite spreading equipment. It is suggested that some type of compaction equipment be used (sheepsfoot roller, etc.) and that the compaction of the fill is tested regularly to ensure the ability to support foundations/roads at a later date.

The following paragraph is based on information given in interviews with the Owner/Operator. Since this mine has begun operations, after removal of the peat, the excavated area was then backfilled and compacted using onsite dozers and earth-spreading equipment. - approximately 8" to 12" thick lifts were spread and then compacted. The material was clean clay fill with some inclusions of larger pieces of concrete and brick. All fill was inspected by the dozer operators prior to being dumped onsite and any unclean fill was rejected.

- d. After construction of the outer sediment basin, fill will be placed as needed in low areas first to promote positive drainage to the proposed sediment ponds.
- e. No proposed slope shall be steeper than 4:1. All ponds shall include a 10' wide safety shelf at a 10:1 slope below the normal water level of the pond.
- f. Grading shall be completed in a manner so as to prevent ponding or the directing of surface water on or over previously stabilized areas. Temporary ditches may also be used to direct surface runoff through or around stabilized areas to the ponds.
- g. Existing ponds shall be pumped dry by directing that water into a sediment pond and any collected sediment shall be removed prior to any filling or compaction operations in these existing pond areas.
- h. All grading will be completed and resulting surfaces scarified prior to topsoil re-distribution. The topsoil will be placed and finished to the

required limits, grades and slopes shown on the Non-Metallic Mining Reclamation & Restoration plan.

- i. Excess material will be stored close to the point of actual final use to reduce double handling and other transportation related expenses. Storage locations will be upslope of sediment basins thereby avoiding environmental impacts.

Topsoil

(NR 135.19 (4) (b) & NB 275-65.1. (4) (b))

The establishment of sediment control measures will be the first activity initiated and will be followed by the removal of any topsoil onsite. Based on the attached soil borings, a layer of topsoil was not spread over the previously stabilized areas. These areas are currently stable and will be left “as is” as a part of this plan.

Topsoil removal

If any topsoil is located on the site, it is to be collected and piled onsite and protected from erosion per the instructions in the erosion control plans.

Topsoil protection

Stockpiles of topsoil are to be protected per the measures outlined in the erosion control plan sheets.

Contemporaneous Use of Topsoil Redistribution & Site Preparation – Whenever possible, topsoil located onsite shall be immediately distributed on areas that have reached the proposed final use grade. This will be done to avoid loss of topsoil quality and quantity during storage.

Volume of topsoil required

Once final grade is reached in an area, the subsurface is to be scarified to promote the adhesion of the topsoil layer and a 4” thick layer of topsoil is to be placed. There are 63 acres total acres to be stabilized which equals 33,700 cy of topsoil required.

Future Use Topography and Site Plan

(NR 135.19 (4) (c & d) & NB 275-65.1. (4) (c & d))

Please see the proposed future use plans included in the reclamation plan set. The location of future structures has not yet been finalized and will depend on the ultimate user(s) of the future Industrial Park. Buildings will be located to meet local zoning and environmental setbacks.

Re-vegetation Plan

(NR 135.19 (4) (f) & NB 275-65.1. (4) (f))

Re-vegetation Plan

The final use plan calls for turf grass cover in the lawn areas. This cover will be installed in the ultimate development of this site. Prior to that there will be an interim period before final use and after reclamation which could last for several years, depending on the timeframes of development and sales of the individual industrial lots. This interim use period calls for a fast growing, stable vegetative cover which will be compatible with the vegetative cover in the future ultimate use (turfgrass). A pasture mix is the best choice to stabilize the terrain and for aesthetics.

Seed Selection

The seed type selected shall be Mix #1 Pasture - as specified in the “Guide to Developing Reclamation Plans for Nonmetallic Mining Sites in Wisconsin” – Publ-WA-834 2002 – Produced by the Wisconsin Dept. of Natural Resources Bureau of Waste Management.

Seed Must Meet the following Criteria:

- a. Seed must Conform to the Wisconsin Statutes and Wisconsin Administrative Code Chapter ATCP 20 regarding noxious weed seed content and labeling.
- b. Seed must be used within one year of the test date appearing on the label.
- c. Store any seed delivered before use in a manner that protects it from damage by heat, moisture, rodents, or other causes. Discard and replace any previously tested and accepted seed that becomes damaged.

Timing of Seed Application

Seed will be applied to soils that are properly prepared as specified above at any time during the growing season when soil conditions are suitable except between July 1 and August 15, unless permitted by the City and/or County representative. Seeding activities will not be carried out immediately following rain, when the ground is too dry or during windy periods.

General Seeding Methods

All plant material will be handled with care during all phases of re-vegetation (transport, storage, preparation and seeding) or other plant installation activities. Plant material that shows any evidence of injury, mold, rot or excessive drying will not be used. Acceptance of plant material shall be subject to approval of the operator. If rejected, substitutes chosen from the list in the reclamation plan shall be provided as approved by the operator.

The area will be seeded following the final grading and completion of all site preparation activities. All necessary physical seedbed preparation measures (such as scarification,

tilling or harrowing) and chemical measures such as amendments (fertilizer, lime or other) will be done prior to seeding.

Seeding activities will be carried out using specified equipment in a manner to avoid soil compaction in accordance with seeding specifications and/or those given in the reclamation plan. The area seeded will not exceed the area that can be mulched on the same day. Seed will be uniformly sown by means of equipment adapted to the purpose. Then the site will be lightly raked or dragged to cover the seed with approximately one-fourth inch of soil. After seeding is complete, the areas will be lightly rolled or compacted by means of suitable equipment to improve soil contact and germination.

Soil Amendments

In order to allow adequate time between sampling the soil and the initiation of reclamation activities, Certified Materials will perform soil sampling and submit samples to an accredited laboratory for analysis at least 60 days prior to initiation of reseeding activities. Based on the results of the analysis, amendments will be obtained as necessary and applied to the soil prior to seeding.

Lime

Lime will be applied as necessary based on soil pH tests.

Other organic Amendments

Manure and other sources of organic matter (compost, sludge- also known as bio-solids, wood chips) may be used if available and if deemed appropriate based on the results of the soil testing and/or test plots, and in accordance with local zoning and all applicable laws.

Mulching

Following seeding, mulch will be applied uniformly at a rate between 1 and 1.5 tons per acre in slope areas 4:1 where necessary. Mulch will be straw, marsh hay or equivalent weed-free mulch. Mulching operations will begin at the top of the slope and proceed downward. The mulch cover will be applied so as to be loose enough to allow some sunlight to penetrate yet thick enough to provide shade and protection from desiccation, raindrop impact and erosion. After spreading of reseeded surfaces, mulch will be crimped into the soil by passing over the reclaimed surface with a dull, weighted disk or similar implement. On steep slopes, straw or hay will be securely pegged or stapled in place. In lieu of such anchorage, the mulch may be secured by means of heavy biodegradable twine fastened with pegs or staples to form a grid. Also, at the discretion of the operator, erosion blanket, jute netting or a tactifier may be used in addition to or in lieu of the crimping process.

Re-vegetation Standards

(NR 135.19 (4) (g) & NB 275-65.1. (4) (g))

Vegetative Cover Goal

The goal of this plan is to achieve a percent cover of 70 percent (primarily leaf and stem area) averaged over the site at 90 percent statistical confidence level. This would generally correspond to the coverage already obtained in the southeast corner of the site (previously stabilized area). This area will be used as a model for the type of coverage desired (i.e. a yardstick to be measured against).

Measurement of Cover Goal (2 methods)

- a. Counting method - Physical count of number of plants in a randomly selected quadrat, typical of the area being surveyed. Photo documentation should also be collected. This should then be compared against a count taken in a random quadrat in the previously stabilized area.
- b. Biomass Method – Random areas of equal size shall be selected in the recently stabilized area (the area being measured) and the previously stabilized area in the Southeast leg of the site (the area being used as the yardstick) shall be mowed with a mower with a bag type collector. Each area should be representative of the cover for its' respective area and each area should have the same number of days to grow since the last mowing. The samples should be dried, weighed and the results compared.

Erosion Control

(NR 135.19 (4) (h) & NB 275-65.1. (4) (h))

Erosion Control

Perimeter erosion control measures are to be installed first. These activities shall begin with installing silt fence around the edges of the reclamation followed by constructing a 1'+ high berm around the work area as shown on the erosion plans in the reclamation plan set. This berm will have a minimum 1' height (see below for additional requirements of this berm) and as the areas adjacent to the berm are filled the elevation of the berm shall be adjusted. The wetlands/undisturbed areas next to the berm shall be protected with silt fence. No berm slope shall exceed 4:1. As the berms are raised they will rise up and away from the protected areas at a slope of 4:1. The berm shall be temporarily seeded if it is to be left undisturbed for more than 7 days. Once the final grade is reached the berm shall be permanently stabilized. After initial construction of the berms, construct sediment ponds 1-3 as shown on the erosion control plans. Fill areas to final grade using the approved methods for erosion control and stabilization listed herein. The composting and landscaping materials processing/storage/sales will continue operations during this time period. Occasional interruption of the composting operation will need to happen as this area is raised. Reclamation will be conducted in a manner so

as to minimize the amount of soil exposed to erosion at any one time. This shall be accomplished by minimizing the areas being filled, incrementally filling areas on the site at any one time. Typical erosion control measures are outlined in the erosion control notes and construction sequence included on the Non-Metallic Mining Reclamation erosion control sheets. The operator will minimize the total area exposed to erosion in accordance with NR 135.06 (2).

Surface water shall be directed towards the sediment ponds based on the watershed lines shown on the erosion control sheets. These lines shall be adhered to. The berms which surround the fill areas protecting the wetlands are to always be 1' higher than both the surrounding terrain and the overflow elevation of the pond spillway for that particular watershed.

After reclamation the ponds are to remain and may be incorporated into the future storm water management plan that will be part of future development plans for the site.

Temporary seeding, where required, shall be per the specifications listed on the erosion control plan sheets in the reclamation plan.

Necessary Site Maintenance & Follow-up Inspections

The operators will inspect the sediment and erosion control systems every 7 days and/or within 24 hours of a rainfall greater than 0.5 inches. The operators will conduct periodic follow-up inspections of all reclaimed or otherwise stabilized surfaces to ensure they are in a condition stable enough to control erosion and sedimentation. No erosion control items shall be removed until all upstream areas have been stabilized. The operators will inspect and maintain all reclaimed areas.

When damage caused by traffic, wind, water or other causes is detected, the operators will promptly perform all necessary maintenance and repair work to the erosion control system. Likewise, other work necessary to ensure long-term success of the vegetation, including follow-up fertilization, other necessary soil amendments as well as any weed or pest control that may be needed to restore and maintain adequate vegetative cover will be accomplished.

As part of the maintenance of the reclaimed site, the operators will perform any necessary weed control or pest control maintenance to facilitate the establishment and survival of vegetation. Exotic species that occur on the site or are accidentally added through contaminants in the seed mixes or through the use of hay or other mulch products that are not weed free, will be promptly controlled through fire, mechanical means or with herbicides. The City, County and/or WDNR should be contacted and notified accordingly depending on the control measures being used. This will continue until the Regulatory Authority issues the Certificate of Completion (COC)

Description of Interim areas

(NR 135.19 (4) (i) & NB 275-65.1. (4) (i))

No interim areas are proposed to be stabilized as a part of this report.

Long Term Safety

(NR 135.19 (4) (j))

As the subject parcel has very little steep terrain, injuries from falls off cliff's and high walls are of little concern. The main safety concerns onsite are the dangers from the operation of earthmoving machinery and of the drowning risks associated with sediment ponds. To manage the long term safety on the site the following measures will be employed:

- a. No trespassing signs and fencing will be installed if the operator deems it necessary should earthmoving operations become excessively attractive to locals, although this is not a pedestrian travel area.
- b. Safety shelves will be constructed in the ponds per plan.
- c. Only employees of Workman Enterprises will be allowed to operate the earthmoving equipment, as pursuant to their policy.
- d. Machinery used onsite will be well maintained and all safety features will be operational.
- e. Drivers who enter the filling area will be required to remain in their trucks.
- f. All OSHA requirements shall be met onsite.

Criteria for Successful Reclamation

(NR 135.19 (5) & NB 275-65.1. (5))

The operators will demonstrate compliance with the re-vegetation success standards (Re-vegetation Standards). The techniques employed are as follows: percent cover will be determined as total cover (expressed as a percentage) as measured by coverage of the canopy (vertical projection of plant parts) and will be recorded by species. Cover will be measured over the entire re-vegetated site at no less than 20 randomly placed square meter quadrats for each 10-acre area. Please see the Re-vegetation standards section of this report.

Certification of the Reclamation Plan

(NR 135.19 (6) & NB 275-65.1. (6))

I hereby certify, as a duly authorized representative or agent of, that Workman Meadows, LLC will comply with the provisions of this reclamation plan, the requirements of the City of New Berlin (Article IX) as well as the statewide nonmetallic mining reclamation standards established in NR 135.05 through 135.15, Wis. Adm. Code.

Signature of Applicant or Duly Authorized Agent

Date Signed

Final Site Actions

The final removal of mining-related structures and sediment control structures will be accomplished once the vegetative cover is robust enough to provide equivalent protection. At such time and in accordance with the approved reclamation plan, those structures will be removed and soils in such areas will be reclaimed as described in the reclamation plan (NR 135.11-135.19). At this time, Workman Meadows, LLC will request the regulatory Authority to perform the necessary inspection and evaluation work to certify the reclamation as complete (COC) and to release the financial assurance.

Financial Assurance

(NR 135.40 & NB 275-65.2)

The following table represents the estimated costs of the minimum reclamation of the subject site per the guidelines contained in the report and plan set.

Item	Unit	Cost Per Unit (\$)	# Units	\$
Soil Prep & seeding/Mulching	LS	\$20,000	1	\$20,000
			TOTAL	\$20,000

The site will be filled over 10 to 15 years, and the fill material will not cost Workman Enterprises anything. The edges of the site are already graded and restored, and the ponds are already installed. As a result, there are not many costs for the grading portion of this project.

APPENDIX A

Mined Property Legal Description and Adjacent Parcel Information

Plat of a survey for Workman Enterprises of:

I. That part of the Southeast 1/4 of Section 5, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence N00°22'37"W, 2249.04 feet along the West line of Southeast 1/4 of said Section 5 and also becoming the West line of Certified Survey Map No. 10860 (C.S.M. No. 10860), a map recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 12, 2011 as Document No. 3828167, to the Northwest corner of said C.S.M. No. 10860 and the point of beginning of this description; continue thence N00°22'37"W, 310.95 feet along the West line of Southeast 1/4 of said Section 5 to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 864.14 feet along the Southerly right-of-way line of said Union Pacific Railroad; thence S00°22'37"E, 1372.96 feet parallel with the West line of Southeast 1/4 of said Section 5 to the Northeast corner of said C.S.M. No. 10860; thence N39°57'25"W, 1355.99 feet along the Northerly line of said C.S.M. No. 10860 to the Northwest corner of said C.S.M. No. 10860 and the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 727,431 square feet or 16.700 acres more or less.

II. That part of the Southeast 1/4 of Section 5, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence S89°58'28"E, 864.00 feet along the South line of the Southeast 1/4 of said Section 5 and also becoming the South line of the Southeast 1/4 of said Section 5 to the point of beginning of this description; thence N00°22'37"W, 2582.96 feet parallel with the West line of the Southeast 1/4 of said Section 5, along the East line of said C.S.M. No. 10860 and said East line extended to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 835.25 feet along the Southerly right-of-way line of said Union Pacific Railroad; thence S01°29'57"E, 1122.32 feet; thence S89°42'52"W, 8.75 feet; thence S07°11'12"W, 1212.60 feet; thence S89°58'28"E, 425.54 feet parallel with the South line of the Southeast 1/4 of said Section 5; thence S00°20'01"E, 280.00 feet to a point on the South line of the Southeast 1/4 of said Section 5; thence N89°58'28"W, 1114.05 feet along the South line of the Southeast 1/4 of said Section 5 to the Southeast corner of said C.S.M. No. 10860 and the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 2,176,631 square feet or 49.969 acres more or less. Subject to the rights of the public in and to the Southerly 40.00 feet thereof for public road purposes.

III. That part of the Southwest 1/4 of Section 4 and that part of the Southeast 1/4 of Section 5, both being of Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 4; run thence N00°18'26"W, 1488.24 feet along the West line of the Southwest 1/4 of said Section 4 to the point of beginning of this description; thence S89°42'52"W, 926.94 feet; thence N01°29'57"W, 1122.32 feet to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence N88°30'08"E, 950.49 feet along the Southerly right-of-way line of said Union Pacific Railroad to a point on the West line of Southwest 1/4 of said Section 4; continue thence N88°30'08"E, 1313.54 feet along the Southerly right-of-way line of said Union Pacific Railroad to a point on the East line of the Northwest 1/4 of said Section 4; thence S00°09'31"E, 1170.08 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence S89°43'08"W, 1310.23 feet to a point on the West line of the Southwest 1/4 of said Section 4, said point being the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 2,579,268 square feet or 59.212 acres more or less.

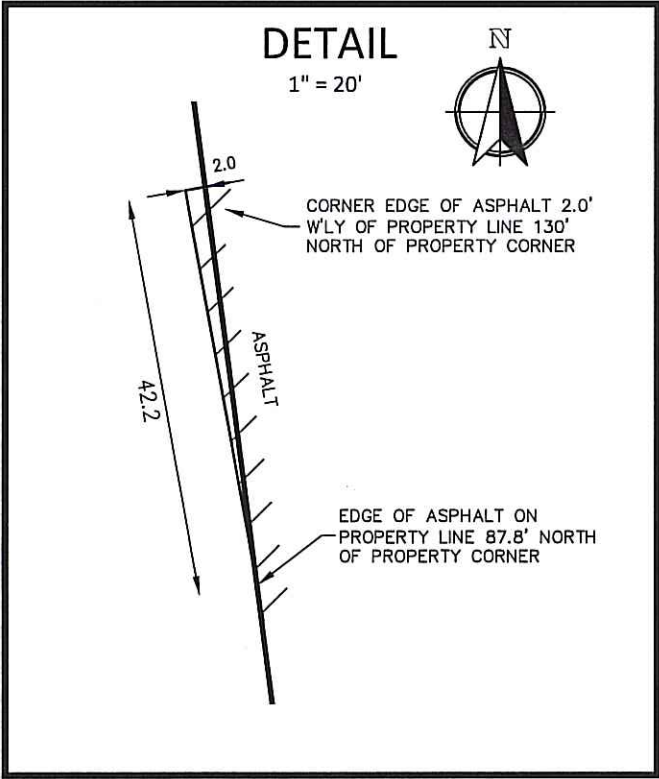
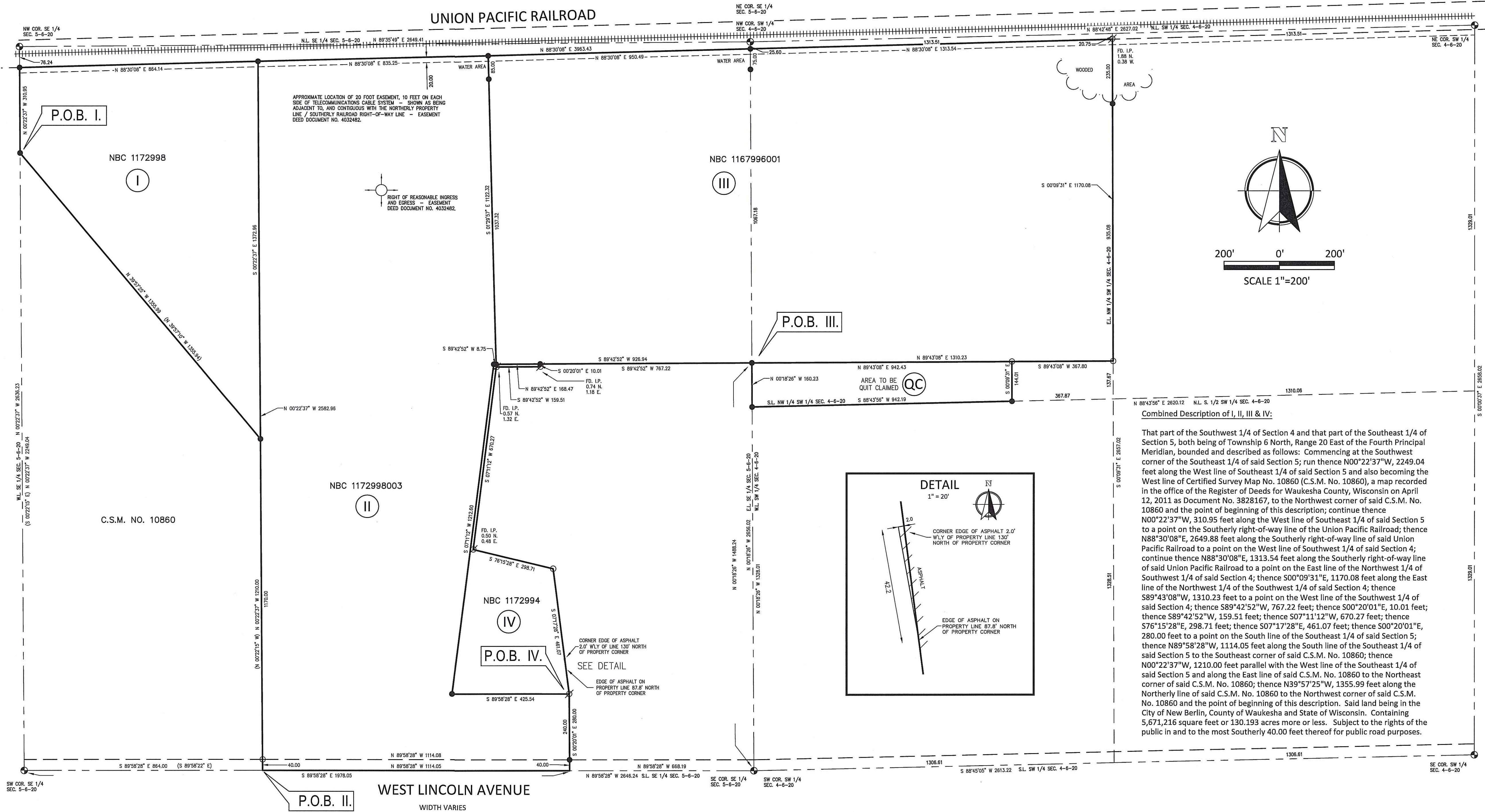
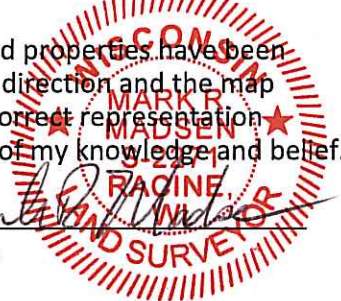
IV. That part of the Southeast 1/4 of Section 5, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 5; run thence S89°58'28"E, 1978.05 feet along the South line of the Southeast 1/4 of said Section 5; thence N00°20'01"W, 280.00 feet to the point of beginning of this description; thence N89°58'28"W, 425.54 feet parallel with the South line of the Southeast 1/4 of said Section 5; thence N07°11'12"E, 1212.60 feet; thence N89°42'52"E, 168.47 feet; thence S00°20'01"E, 10.01 feet; thence S89°42'52"W, 159.51 feet; thence S07°11'12"W, 670.27 feet; thence S76°15'28"E, 298.71 feet; thence S07°17'28"E, 461.07 feet to the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 187,886 square feet or 4.313 acres more or less.

Q.C. That part of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 4; run thence N00°18'26"W, 1328.01 feet along the West line of the Southwest 1/4 of said Section 4 to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 4, said point being the point of beginning of this description; continue thence N00°18'26"W, 160.23 feet along the West line of the Southwest 1/4 of said Section 4; thence N89°43'08"E, 942.43 feet; thence S00°09'31"E, 144.01 feet parallel with the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 4 to a point on the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence S88°43'56"W, 942.19 feet along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 4 to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 4 and the point of beginning of this description. Said land being in the City of New Berlin, County of Waukesha and State of Wisconsin. Containing 143,332 square feet or 3.290 acres more or less.

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

03-19-2021
Revised 03-23-2021



NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011.

FIELD WORK: 03-19-2021 BY: JWP / CRL

() = RECORDED AS BEARINGS AND/OR DISTANCES

LEGEND

- = SET 3/4" REBAR
- = FOUND 3/4" REBAR
- ⌀ = FOUND IRON PIPE

PT. NW 1/4 OF THE SW 1/4 SEC. 4-6-20

& PT SE 1/4 SEC. 5-6-20

PLAT OF SURVEY

FOR

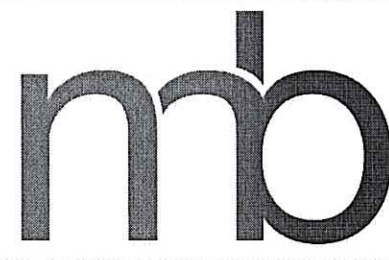
WORKMAN ENTERPRISES
CITY OF NEW BERLIN, COUNTY OF WAUKESHA, STATE OF WISCONSIN

NO.	BY	DATE	REVISION
1	FTH	3-23-21	REVISIONS AS REQUESTED

PROJ. MGR: MRM
DRAFTED: FTH
DATE: 03-19-2021
CHECKED: MRM
DATE: 03-19-2021

2021.0014.01

SHEET
1 OF 1



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbssc.net

ORDINANCE NO. 2692

Ordinance to rezone from C-1 (Upland Resource Conservancy District) and C-2 (Shoreland Wetland Holding District) to M-1 (Light Manufacturing District)

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

SECTION I

The City of New Berlin, having received a petition from Austin Workman on behalf of Workman Enterprises to rezone the property located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 and C-2 to M-1:

EXISTING LEGAL DESCRIPTIONS:

(Tax Key #: 1172.998)

PT SE.25 SEC 5 T6N R20E COM ON S LI 864 FT E OF SW COR, TH N 1210 FT/BGN, TH N 1376 FT, TH W 864 FT, TH S 330 FT, TH S 39 DGR 34' E 1305 FT TO BGN

(Tax Key #: 1172.998.003)

PT SE1/4 SEC 5 T6N R20E; COM SW CRNR; S89°58'28"E 864.00 FT ALNG S LINE OF SEC ALSO BCMNG THE S LINE OF CSM #10860 TO THE SE CRNR OF CSM #10860 TO BGN; N00°22'37"W 2582.96 FT PARALLEL WITH W LINE OF SAID SEC ALNG E LINE OF CSM #10860 & SAID E LINE EXTND TO PNT ON SLY R/W LINE OF R/R R/W; N88°30'08"E 835.25 FT ALNG SLY R/W LINE OF R/R; S01°29'57"E 1122.32 FT; S89°42'52"W 8.75 FT; S07°11'12"W 1212.60 FT; S89°58'28"E 425.54 FT PARALLEL WITH S LINE OF SEC; S00°20'01"E 280.00 FT TO S LINE OF SEC; N89°58'28"W 1114.05 FT ALNG SL INE OF SEC TO SE CRNR OF CSM #10860 TO BGN :: EX DOC #4687295 FOR ROAD

(Tax Key #: 1167.996.001)

THAT PT NW.25 SW.25 S OF C & NW RR SEC 4 T6N R20E AS DESC IN VOL 713 PG 131 OF DEEDS ALSO PART OF NBC 1172-998-001 AS DESCRIBED IN PARCEL V

19000 W. Lincoln Avenue (Tax Key #: 1172.994)

PT SE1/4 SEC 5 T6N R20E; COM SW1/4 OF SE1/4 SEC 5; S89°58'28"E 197805 FT ALNG S LINE; N00°20'01"W 280.00 FT TO THE BGN; N89°58'28"W 425.54 FT PARALLEL WITH S LINE; N07°11'12"E 1212.60 FT; N89°42'52"E 168.47 FT; S00°20'01"3 10.01 FT; S89°42'52"W 159.51; S07°11'12"W FT; S76°15'38"E 298.71 FT; S07°17'28"E 461.07 FT TO BGN

SECTION II

The matter came before the City Plan Commission which held a public hearing on the proposed rezoning on May 6, 2024, and recommended approval of said rezoning on June 3, 2024 subject to the application, plans on file, and an ordinance approved by the City Attorney, and the matter having been considered and the rezoning approved on June 11, 2024 by the Common Council.

SECTION III

The Common Council of the City of New Berlin does hereby approve the rezoning of the lands in the above-described property from C-1 and C-2 to M-1 subject to the application and plans on file.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2692 on behalf of the City of New Berlin.

SECTION IV

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

SECTION V

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

SECTION VI

This ordinance shall take effect upon passage and publication of a summary notice as required by law, and the City Clerk shall so amend the Code of Ordinances and zoning map of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 11th day of June 2024.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina Medina, City Clerk



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Horbinski

FROM: Board of Public Works

DATE: June 11, 2024

RE: May 20, 2024, BPW items requiring Common Council action

A.	ITEM 09-24 Discussion and possible action to recommend to Common Council approval of the Development Agreement for the property located at 5715 S. Sunny Slope Road (Tax Key NBC 1289.994.002) as Theofila Estates Subdivision.
<u>Council Motion:</u>	
	This item was considered at the BPW meeting on May 20, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval of the Development Agreement for Ryan Janssen of Ryan's Buying LLC, for a proposed subdivision development on the property located at 5715 S. Sunny Slope Road subject to final review as to form by the City Attorney and final plans on file. (Tax Key NBC 1289.994.002)

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: Ryan Janssen / Ryan's Buying, LLC – Theofila Estates Subdivision

LOCATION: 5715 S. Sunny Slope Road (Tax Key NBC 1289.994.002)

REQUEST: Approval of a Development Agreement for the property located at 5715 S. Sunny Slope Road (Tax Key NBC 1289.994.002)

DCD RECOMMENDATION: Approval of the Development Agreement for Ryan Janssen of Ryan's Buying, LLC., for a proposed subdivision development on the property located at 5715 S. Sunny Slope Road subject to final review as to form by the City Attorney and final plans on file.

1. General:
 - a. Applicant shall have an approved Development Agreement prior to issuance of Building Permits. The Development Agreement shall be recorded at the Waukesha County Register of Deeds.
 - b. Public infrastructure improvements include:
 - (1) A new public roadway will be constructed with a permanent cul-du-sac for the development including watermain extension, sanitary sewer extension, curb and gutter, off-road pedestrian trail, and connection to Red Fox Road.
 - (2) Stormwater management includes a wet pond constructed within the development. A Stormwater Management Plan Agreement meeting the requirements of Zoning Code 275-55.1 between the Developer and the City will be recorded.

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of May 15, 2024

Ryan Janssen/ Ryan's Buying, LLC. – Theofila Estates Subdivision
Tax Key 1289.994.002

DATE STAFF REPORT CREATED: May 15, 2024

DEVELOPER'S NAME: Ryan Janssen/Ryan's Buying, LLC.

NAME OF DEVELOPMENT: Theofila Estates Subdivision

TYPE OF DEVELOPMENT: The Development will have a total of 14-lots.

NUMBER OF ACRES OF DEVELOPMENT: 17.38 Acres

CURRENT ZONING: R-6 (Section 35 Low-Density Single-Family Residential District) (RZ-2301341).

PLAN COMMISSION APPROVAL DATE: Approval of a Preliminary Plat January 8, 2024 (SP-2302092)

SUMMARY OF INFRASTRUCTURE:

Sanitary Sewer:	1,076.0 LF
Water Main:	1,102.5 LF
Storm Sewer:	520.0 LF
Roadways:	525.0 LF
Public Trail:	650.0 LF

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes, a small portion of Secondary Environmental Corridor is located in the northwest corner of the parcel within the outlot.

Wetland On Property: Wetlands have been registered on the City's Zoning Map, see file # WD-2301607. Wetlands were field delineated by Heartland Ecological Services on May 11, 2023.

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: Site slopes from the northwest to the southeast.

ALTERNATIVE TRANSPORTATION PLAN: A paved trail shall be required to connect these lots to the park to the south. An off road sidepath shall be constructed along Sunny Slope Road to connect to the existing off road sidepath to the north and south of this property.

- The Comprehensive Plan, Chapter 6, Figure 6.16
 - Sunny Slope Road is identified as having on road and off-road pedestrian trail facilities.
- The Comprehensive Plan, Chapter 6, Section "Needs Assessment for Bicycle and Pedestrian Routes"
 - *"Better bicycle and pedestrian trail linkages between residential subdivisions and other subdivisions, parks, schools, libraries and commercial nodes."*
- The Comprehensive Plan, Chapter 6, Section "Policies for multi-modal transportation."
 - *"Construct bicycle and pedestrian facilities as recommended by the Comprehensive Plan."*

ENVIRONMENTAL IMPACT: Wetlands have been registered on the City's Zoning Map, see file # WD-2301607. Wetlands were field delineated by Heartland Ecological Services on May 11, 2023. Existing trees along the west property line will be preserved within the outlot as noted in the conditions.

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: Yes

Basin Capacity Available: Yes

Adequate Linkage: This development shall connect to City Sewer and Water (currently there is no service provided to this parcel).

Onsite System Required: No

WATER USAGE CALC.: Estimated 250 GPD per new single-family lot.

TRAFFIC IMPACT: TIA is not required since it doesn't meet the threshold. Per §275-58C(2)(a), a TIA is required for any subdivision or multifamily residential development with 40 or more dwelling units. The subdivision plat includes 14 lots.

DCD RECOMMENDATION:

Approval of the Development Agreement for Ryan Janssen of Ryan's Buying, LLC., for a proposed subdivision development on the property located at 5715 S. Sunny Slope Road subject to final review as to form by the City Attorney and final plans on file. **SEE EXECUTIVE SUMMARY.**

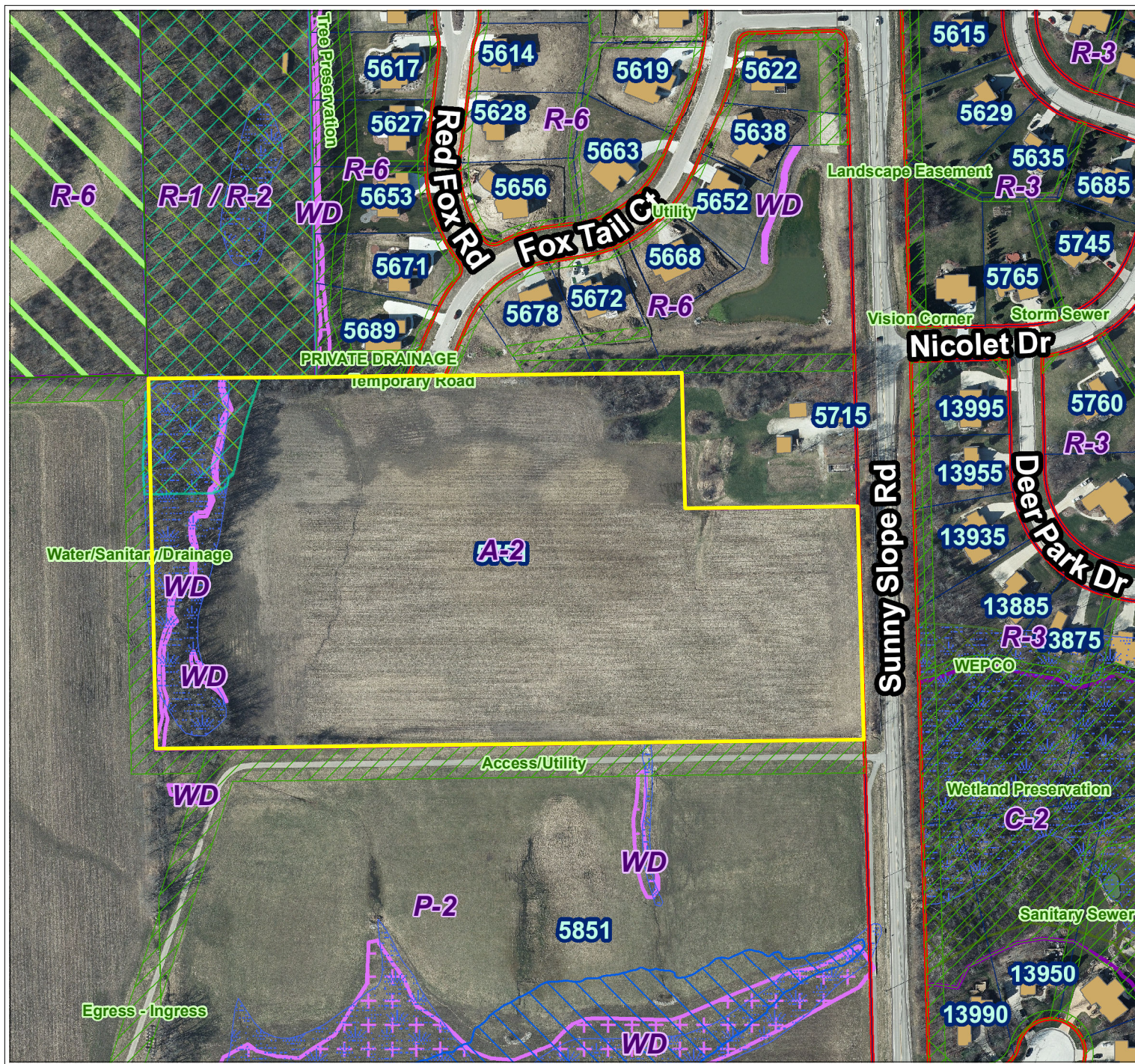
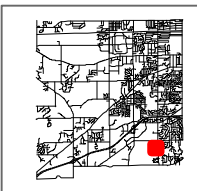
Attachments:

Location Map

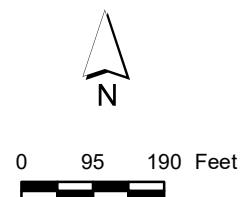
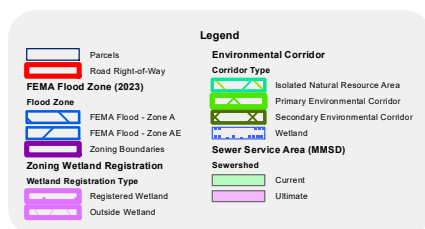
Site Plan

Development Agreement

SP-2302092
Theofila Estates Preliminary Plat
5751 S. Sunny Slope Road



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



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Development Agreement

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

RECITALS

WHEREAS, DEVELOPER is the owner of approximately [17.38](#) acres of land in the CITY, said land described on [Exhibit A](#) attached hereto (the "PROPERTY");

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

AND, WHEREAS, said land is currently zoned [R-6](#), and the proposed DEVELOPMENT conforms to said zoning classification,

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

Tax Key No. NBC1289.994.002

AND, WHEREAS, the CITY Plan Commission on [January 8, 2024](#) recommended approval of the Preliminary Plat and the Common Council on [January 23, 2024](#) approved Resolution #[24-01](#), which approved of the DEVELOPMENT with conditions;

AND, WHEREAS, the CITY Board of Public Works on [May 20, 2024](#) recommended approval of the AGREEMENT and the CITY Common Council on [June 11, 2024](#) approved the AGREEMENT.

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

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

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

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

II. **SEQUENCE OF DEVELOPMENT**

- A. CONSTRUCTION PLAN APPROVALS
- B. DEVELOPMENT AGREEMENT APPROVALS AND SURETIES
- C. PRE-CONSTRUCTION MEETING
- D. EROSION CONTROL AND STORMWATER BEST MANAGEMENT PRACTICES
- E. GRADING
- F. SANITARY SYSTEM
- G. WATER SYSTEM
- H. STORM DRAINAGE SYSTEM
- I. ROADWAY BASE COURSE
- J. PRIVATE UTILITIES (Electric, Gas, Telephone, CATV, etc.)
- K. RESTORATION
- L. ROADWAY BINDER & SURFACE COURSE
- M. RECORD DRAWINGS AND CERTIFICATIONS
- N. EASEMENT RECORDING
- O. FINAL PLAT APPROVAL (Per Wisconsin State Statute 236.13)

III. **GRADING AND EROSION CONTROL**

- A. COMPLIANCE
 - 1. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.
 - 2. Erosion Control Methods shall be those required by the erosion control ordinances as adopted by the CITY, County, or State. The Primary Contractor shall be responsible for maintaining erosion control in accordance with the

Erosion Control Permit during construction.

3. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved DEVELOPER's Grading Plan until the CITY approves the Final Plat at which time this responsibility shall pass to the individual property owners and/or the homeowner's association as applicable.
4. DEVELOPER shall be responsible for implementing the approved Master Grading Plan by using a combination of construction to the Interim Grading Plan by the DEVELOPER and providing the approved Master Grading Plan to the lot buyers for finish grading as part of the Building Permit process of individual lots.

B. INSPECTION and MAINTENANCE

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

IV. **SANITARY SYSTEM**

A. AVAILABILITY

1. Each and every building in the DEVELOPMENT shall be served by a sanitary sewer main and lateral at DEVELOPER's sole expense and connected to the CITY Wastewater Utility in accordance with plans and specifications approved by the City Engineer, the Utility Department and all other regulatory agencies.
2. In Subdivisions, the sanitary sewer lateral shall be installed to the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the sanitary sewer lateral from the lot line to the building.
3. All buildings or units in the DEVELOPMENT will be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the property owner.
4. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the Site Development Plan approved by the DCD and the Utility Department by laying sanitary sewer mains in public right-of-way and/or public easement as directed by the City Engineer and the Utility Department.

B. CAPACITY OF THE SYSTEM

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

C. INSPECTION OF THE SYSTEM

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

D. OWNERSHIP OF SANITARY SEWER SYSTEM

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

E. SANITARY SEWER SERVICE CHARGES

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

V. WATER SYSTEM

A. AVAILABILITY

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

B. CAPACITY OF THE SYSTEM

1. The water system shall conform to the Water Plan of the CITY and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein and as directed by the City Engineer and the Utility Department. This includes but is not limited to chlorinating and pressure testing the mains prior to their use.

C. INSPECTION

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

D. OWNERSHIP

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

E. WATER UTILITY CHARGES

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

VI. STORM DRAINAGE SYSTEM

A. COMPONENTS

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

B. CONSTRUCTION

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

reasonable notice. Should maintenance and/or repair work not be completed in a timely manner to the CITY's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs, including but not limited to engineering, administration costs and legal costs, to the DEVELOPER of the land set forth in the legal description on Exhibit A with each owner assessed an undivided fractional ownership of the expense as a lien against their property.

C. OWNERSHIP

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

D. INSPECTION

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

E. STORMWATER CHARGES

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

VII. **PUBLIC ROADWAYS**

A. LOCATION

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

B. CONSTRUCTION

1. DEVELOPER shall provide the geotechnical data compiled during the design

of the roadways to the City Engineer. Should the geotechnical data submitted to the CITY not be sufficient to satisfy the City Engineer, the DEVELOPER shall grant the CITY with a right of entry to obtain the required data. Costs associated with obtaining the required data shall be at the DEVELOPER's sole expense.

2. DEVELOPER shall install and/or improve the roadways per the approved plans.
3. The asphaltic binder and surface course shall be installed in the same calendar year and shall not be installed without prior approval of the City Engineer to confirm the suitability of weather and site conditions for paving.
 - a. All final restoration, as defined in §275-56C. of the Zoning Code and DNR Permitting, shall be completed prior to binder course placement.
 - b. DEVELOPER shall adjust all affected utilities prior to installing the final asphalt surface course at DEVELOPER's sole expense.
 - c. Prior to final asphaltic surface course construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic concrete base course, curb and gutter sections, side path, water system, sanitary system, and storm drainage system shall be completed at DEVELOPER's sole expense.
 - d. Material storage or stockpiling shall not be allowed on road surface after final surface course is installed.
 - e. DEVELOPER shall be responsible for any damage to the road system until final acceptance.
 - f. The WisDOT Specification, section 450.3.2.1.1, shall be followed for temperature and pavement preparation on asphalt placement.

C. INSPECTION

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

D. STREET SIGNS

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

E. RELOCATION OF PRIVATE UTILITIES

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

VIII. SURETY INSTRUMENTS

- A. Prior to signing of this AGREEMENT by the CITY, DEVELOPER shall deposit with the CITY a surety instrument in accordance with §235-22 of the Municipal Code and

section 236.13(2)(am)1m. of the Wisconsin Statutes in the amount of 120% of the estimated cost of all the PUBLIC IMPROVEMENTS as approved by the CITY in a form approved by the City Attorney.

1. Public Road System
2. Public Sanitary System
3. Public Water System
4. Public Storm Drainage System
5. Other Special Conditions

B. FORFEITURE OF SURETY

1. Interim Reduction (Utilities)
 - a. Upon request, an interim surety reduction to 50% per Utility may be made once the utility is fully installed and operable.
2. Substantial Completion Reduction (Subdivisions)
 - a. Per Wisconsin §236.13 Substantial Completion is “the installation of the asphalt or concrete binder course on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90 percent of the public improvements by cost are completed”
 - b. Upon substantial completion, the surety for the PUBLIC IMPROVEMENTS shall be reduced to “an amount equal to the total cost to complete any uncompleted public improvements plus 10% of the total cost of the completed public improvements”. This shall serve as a maintenance surety to guarantee workmanship and materials of construction of the Public Road System for a period of 14-months after substantial completion.
 - c. Substantial Completion shall not be considered preliminary acceptance.
3. Return of Surety (Subdivisions).
 - a. 12-months after substantial completion, the CITY will conduct an inspection. The DEVELOPER shall make all necessary repairs. After repairs are made and approved, the CITY will return the surety to the DEVELOPER’S financial institution.
 - b. Return of Surety shall not be considered final acceptance.

C. CASH PAYMENTS FOR:

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

D. PUBLIC SITES AND OPEN SPACES

1. In order to conform to the provisions of Section 235-34 C (3) of the Municipal Code, DEVELOPER agrees to pay \$25,188.80 (\$1,937.60/lot x 13 new lots = \$25,188.80) Public Site and Open Space Fees, required prior to the CITY signing the Final Plat. These fees are in addition to any connection fees required by the CITY prior to individual building permits being granted.

E. MISCELLANEOUS

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

IX. **DEED RESTRICTIONS**

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

X. **ACCEPTANCE OF PUBLIC IMPROVEMENTS**

- A. All PUBLIC IMPROVEMENTS required by the CITY within the DEVELOPMENT are the DEVELOPER's sole responsibility.
- B. The DEVELOPER shall take all necessary action so as to have all PUBLIC IMPROVEMENTS of the DEVELOPMENT specified in the AGREEMENT installed and approved within two years following the date of commencing construction for each of the PUBLIC IMPROVEMENTS.
- C. After completing the required PUBLIC IMPROVEMENTS, the DEVELOPER shall provide a complete itemized accounting of expenditures to the CITY.
- D. PUBLIC IMPROVEMENTS shall be accepted by the CITY when the DEVELOPER has met and satisfied each of the terms and conditions of this AGREEMENT, permits, applicable ordinances of the CITY, and the requirements of the CITY's Development Handbook.
- E. Preliminary Acceptance:
 1. When all systems (Utility and Road) have been installed per the CITY's Development Handbook to finish grade, tested to meet the requirements of the CITY, all punch list items have been corrected and all requirements have been satisfied by the DEVELOPER and approved by the CITY.
 2. Required Documentation: The following list shall not be considered all-

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

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

F. Final Acceptance:

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

XI. GENERAL CONDITIONS

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

DEVELOPMENT. DEVELOPER shall provide the New Berlin Utility Department with a regular business hours phone number, FAX number, email address, and an after business hours phone or pager number, so Emergency Locate requests can be forwarded, as necessary.

- F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to, paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the site to prevent littering adjoining properties [and the public right-of-way](#).
- G. Streets shall be swept daily as needed to remove silt, stone, ground or other materials which have been tracked or eroded onto the streets. The DCD may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the DCD's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the property within this DEVELOPMENT as a special charge for current services pursuant to Wis Stat Sec. 66.0627.
- H. DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including [actual](#) attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.
- I. DEVELOPER or its successor or assignee shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining the DEVELOPMENT to include grass cutting and any litter removal consistent with the landscaping of the DEVELOPMENT. Failure to maintain this area shall subject the DEVELOPMENT to charges by the CITY.
- J. [Land use](#), Setbacks, height restrictions, and locations of all structures shall be regulated by the zoning ordinances [and comprehensive plan](#) of the CITY.
- K. All conditions of approval for the DEVELOPMENT by the [Plan Commission, BPW](#), and/or Common Council shall be followed.
- L. Except for the specific responsibilities and obligations retained by the DEVELOPMENT hereunder, CITY shall provide to the DEVELOPMENT and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.
- M. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the Water, Sanitary, Storm Drainage, and Road Systems according to the CITY's Development Handbook.

XII. SPECIAL CONDITIONS

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

- B. Snow and ice removal from private roadways, drives or parking lots shall not be placed in public roadways or rights-of-way.
- C. Snow and ice removal on the multi-use trail located in the right-of-way of Sunny Slope Road, adjacent to the DEVELOPMENT, and the Utility Access path to the park shall be the responsibility of the Homeowners Association or the owner's of the lots within the subdivision on a pro-rata basis, based upon lot size.
- D. DEVELOPER shall be responsible for submitting a Stormwater Management Practice Maintenance Agreement in accordance with the requirements of the CITY Zoning Code. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the CITY, at the Waukesha County Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the DEVELOPMENT.
- E. The Stormwater Management BMP's are to be maintained per the approved Stormwater Management Practice Maintenance Agreement referred to above.
- F. Developer shall install and landscape the 50-foot wide perimeter screening area as required in Section 275-41B(6) and on the approved landscaping plan on file. Maintenance of the required plantings shall be the responsibility of the Homeowners Association.
- G. The DEVELOPER shall provide an open space maintenance plan satisfactory to the CITY as required under the Municipal Code Chapter 235-41. The DEVELOPER and ultimately the Homeowners Association shall be responsible for implementing said plan and maintaining said areas according to that plan. The DEVELOPER shall landscape and provide access to the open space as may be required by and in accordance with applicable CITY ordinance(s).
- H. DEVELOPER shall install a temporary access road to the site to facilitate as much of the construction of the subdivision as possible. "Construction Entrance" advance warning signs shall be used on Sunny Slope Road. The temporary access road must be removed completely prior to the binder course of asphalt being placed on the permanent roadways.
- I. Permanent access to the subdivision is via connection to Red Fox Road, which is a public road. Red Fox Road and Fox Tail Ct. will be videoed prior to the start of construction. Any construction related damage to the roadway will be the responsibility of the DEVELOPER to repair.
- J. A fee-in-lieu shall be submitted in the amount of \$25,797.80 to cover the 0.6% proportionate cost of constructing the intersection and roadway improvements in the Section 34/35 Development Area. DEVELOPER shall submit the fee-in-lieu prior to the City signing the final plat.
 - 1. The fee-in-lieu applies to all CITY development projects located within the Section 34/35 Development Area and covers the necessary CITY

improvements to:

- a. Grange/Moorland Intersection
 - b. Grange/Sunny Slope Intersection
 - c. College/Moorland Intersection
 - d. College/Sunny Slope Intersection
 - e. Moorland Road Improvements
2. Support documentation is on file with the CITY. The fee-in-lieu is calculated based on the Section 34/35 Development Area Traffic Impact Analysis, dated July 19, 2016 and adjusted for inflation based on the Consumer Price Index as reported by the Federal Reserve Economic Data website through 2023.

[signature page(s) follow]

ACKNOWLEDGMENT

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

In the presence of:

(DEVELOPER's Name)

(Authorized Signature)

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

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

Personally came before me this __ day of _____, 20__, the above named DEVELOPER's Name to me known to be the person who executed the foregoing instrument.

Notary Public Waukesha County Wisconsin
My commission expires:

Approved as to form:

City Attorney

Accepted pursuant to the Authority of the Common Council:

CITY OF NEW BERLIN

Mayor

City Clerk

Drafted by: Tamara M. Simonson, City Engineer

CERTIFICATION

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

Document: _____

File Number: _____

Date: _____

Name: Rubina Medina

Signature: _____

Title: City Clerk

EXHIBIT A

LEGAL DESCRIPTION

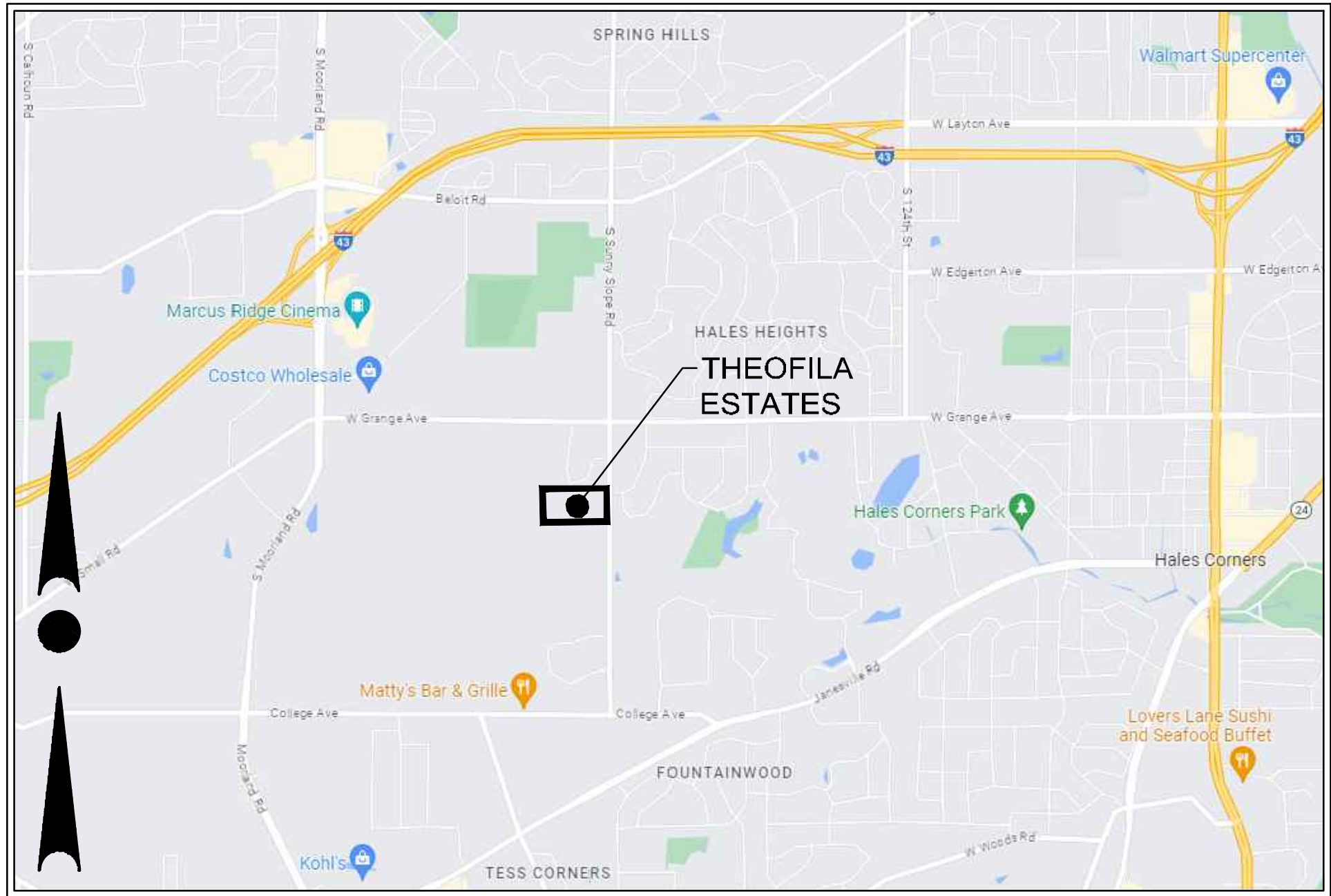
LOT 2 OF CSM 12457 RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS IN BOOK 129 PAGE 105-109 IN DOCUMENT NO 4724853, BEING PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

EXHIBIT B
DESCRIPTION OF PUBLIC IMPROVEMENTS

X:\2023\23-041-1124 THEOFILA - NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\THEOFILA_COVER AND DETAILS_22X34.DWG

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
-STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
-THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
-WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
-WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
-CITY OF NEW BERLIN TECHNICAL STANDARDS.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY OR AS REQUIRED BY THE CITY OF NEW BERLIN.
12. THE CONTRACTOR MUST AND IS REQUIRED TO NOTIFY THE CITY OF NEW BERLIN SEWER AND WATER UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF WATER MAIN FILLING, WATER MAIN FLUSHING, WATER MAIN TESTING AND WATER MAIN CONNECTIONS. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER SYSTEM UNTIL SAFE SAMPLES FROM THE NEW MAIN HAVE BEEN OBTAINED.



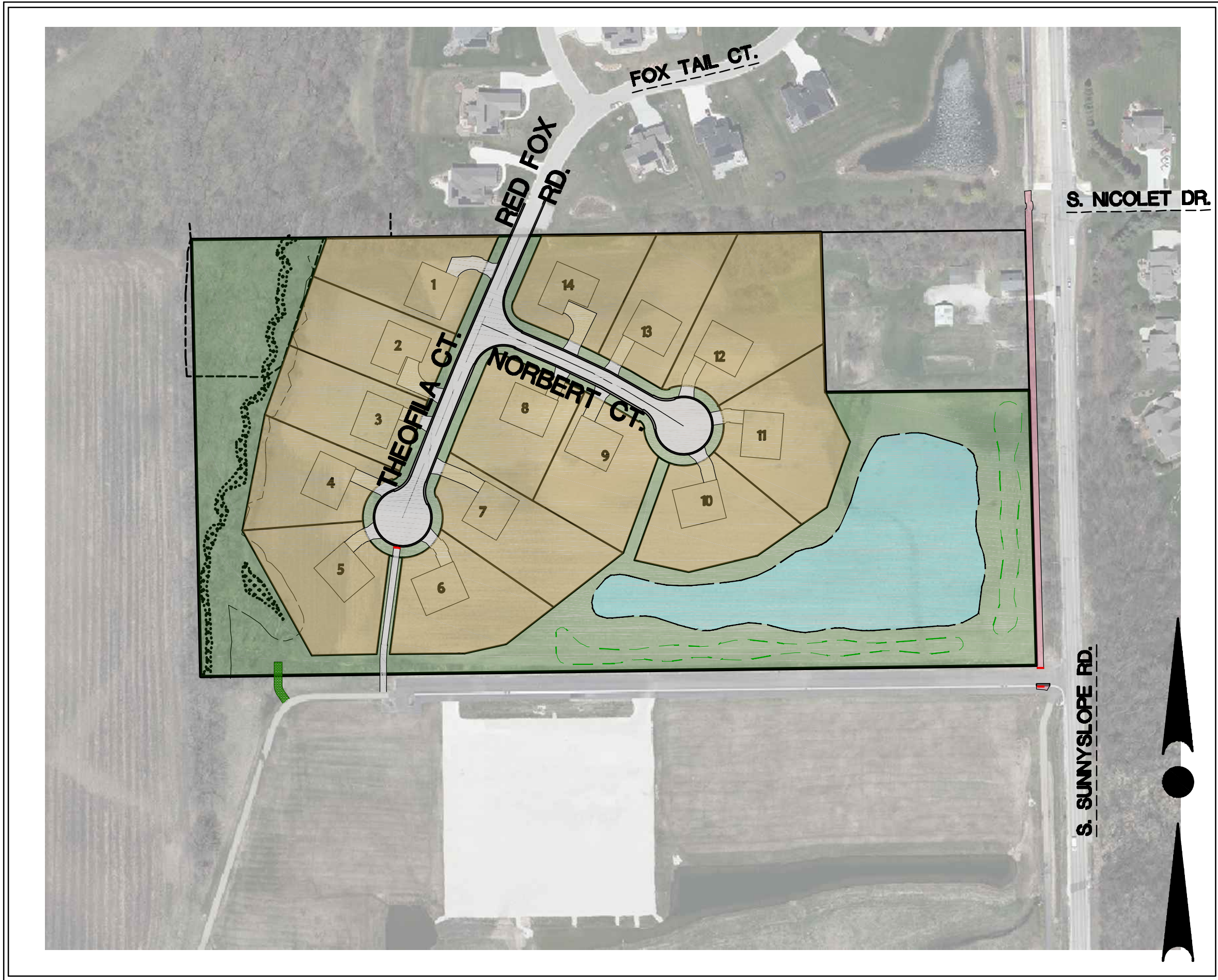
LOCATION MAP
NOT TO SCALE

THEOFILA ESTATES

SINGLE FAMILY RESIDENTIAL SUBDIVISION

SITE DEVELOPMENT PLANS

CITY OF NEW BERLIN, WISCONSIN



SITE PLAN
SCALE: 1" = 150'

OWNER:
JANSSEN - BRUCKNER
PO BOX 277
EAGLE, WI 53119
CONTACT: RYAN JANSSEN

ENGINEER:
TRIO ENGINEERING, LLC
4100 N CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
CONTACT: MR. JOSHUA PUDELKO, P.E., M.S.
PHONE: 262-790-1480
FAX: 262-790-1481
EMAIL: jpudelko@trioeng.com

SURVEYOR:
LANDTECH SURVEYING
111 W. 2ND ST.
OCONOMOWOC, WI 53066
PHONE: (262) 367-7599

SHEET INDEX

CIVIL	
T1	- COVER SHEET
C1.0	- EXISTING SITE AND DEMOLITION PLAN
C1.1	- PROPOSED SITE PLAN
C2.0	- MASTER GRADING PLAN
C2.0A	- INTERIM GRADING PLAN
C3.0	- EROSION CONTROL PLANS
C4.0	- SANITARY AND WATER SYSTEM PLAN
C4.1-4.3	- SANITARY AND WATER PLANS
C5.0	- OVERALL STORM SEWER PLAN
C5.1-5.2	- ROADWAY AND STORM SEWER PLAN & PROFILE
C5.3	- SUNNY SLOPE TRAIL PLAN & PROFILE
C5.4-5.6	- STORM SEWER PLAN & PROFILE
C6.0-6.2	- CONSTRUCTION NOTES & DETAILS



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
THEOFILA ESTATES
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF NEW BERLIN, WISCONSIN
BY: JANSSEN BRUCKNER
PO BOX 277
EAGLE, WI 53119

REVISION HISTORY

DATE	DESCRIPTION
10/20/23	INITIAL SUBMITTAL
12/08/23	QTY COMMENTS
01/31/24	QTY COMMENTS
03/18/24	QTY COMMENTS
04/12/24	QTY COMMENTS
06/13/24	QTY COMMENTS

DATE:
MAY 13, 2024

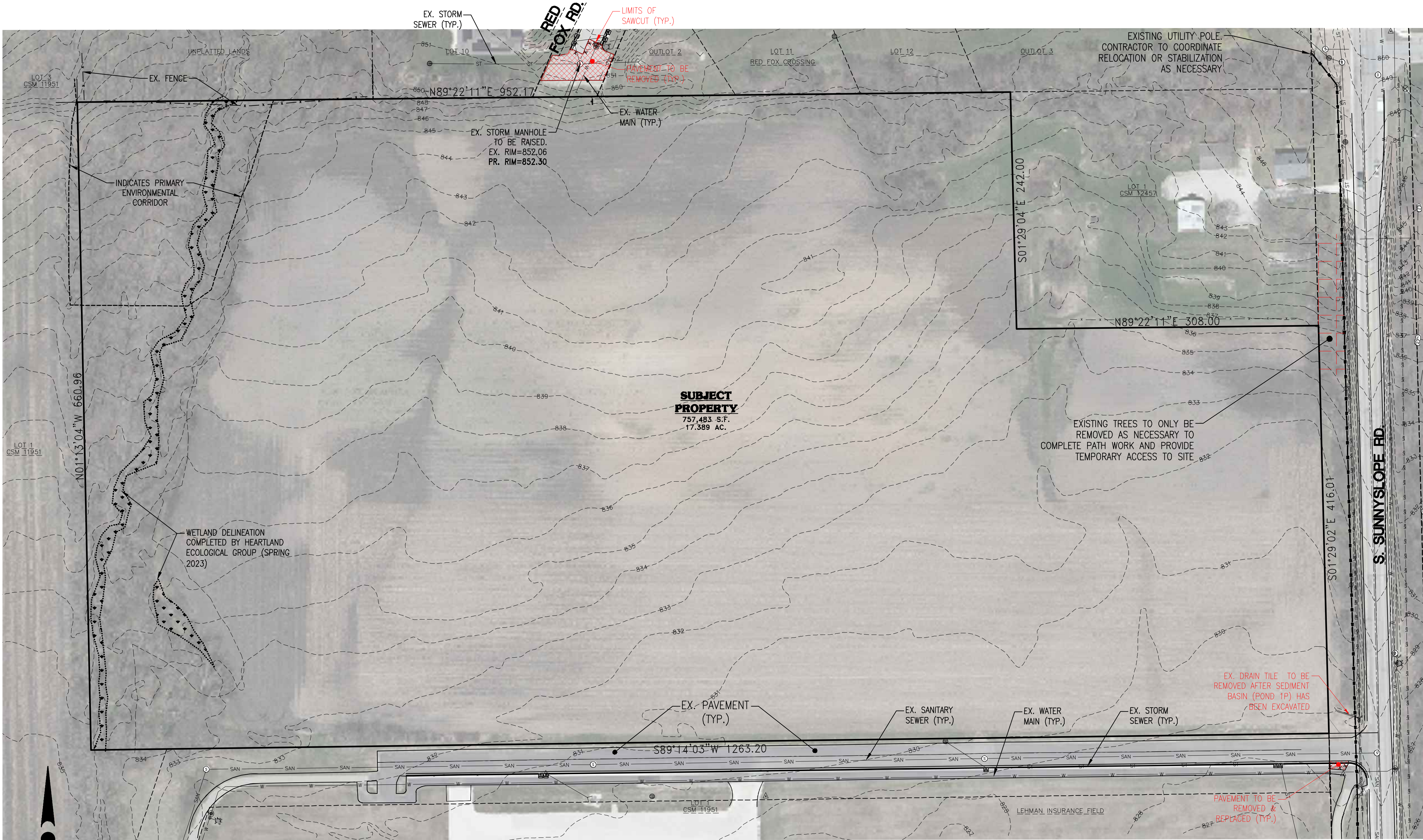
JOB NUMBER:
23-041-1124

DESCRIPTION:
COVER SHEET

SHEET

T1

X:\2023\23-041-1124 THEOFILA - NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\THEOFILA_SITE PLANS_22X34.DWG



0 25 50 100
SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")



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

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

LEGEND:	
--- 955 ---	EXISTING CONTOUR
SAN	EXISTING SANITARY SEWER
○	EXISTING SANITARY MANHOLE
W	EXISTING WATER MAIN
Y	EXISTING HYDRANT
ST	EXISTING STORM SEWER
○	EXISTING STORM MANHOLE
□	EXISTING STORM INLET
⊞	EXISTING TRANSFORMER
⊞	EXISTING ELECTRIC PEDESTAL
⊞	EXISTING TELEPHONE PEDESTAL
⊞	EXISTING CATV PEDESTAL
⊞	EXISTING POWER POLE



PROJECT:
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CITY OF NEW BERLIN, WISCONSIN
BY: JANSSEN BRUCKNER
PO BOX 277
EAGLE, WI 53119

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04/12/24	QTY COMMENTS
06/18/24	QTY COMMENTS

DATE:
MAY 13, 2024

JOB NUMBER:
23-041-1124

DESCRIPTION:
**EXISTING SITE
AND DEMOLITION
PLAN**

SHEET

C1.0

DEVELOPMENT SUMMARY

- Total Gross Area:

17.39 ac
- Developable Area:

17.24 ac (excluding wetlands)
- Proposed Zoning:

R-6
- Proposed Development:

14 lots
- Density:

14 lots/17.24 ac = 0.81 lots/ac
- Road Length:

790' (56.42'/lot)
- Design Criteria

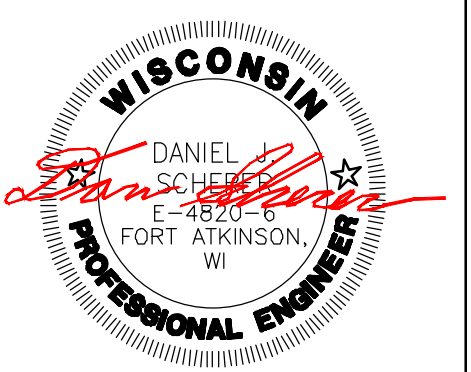
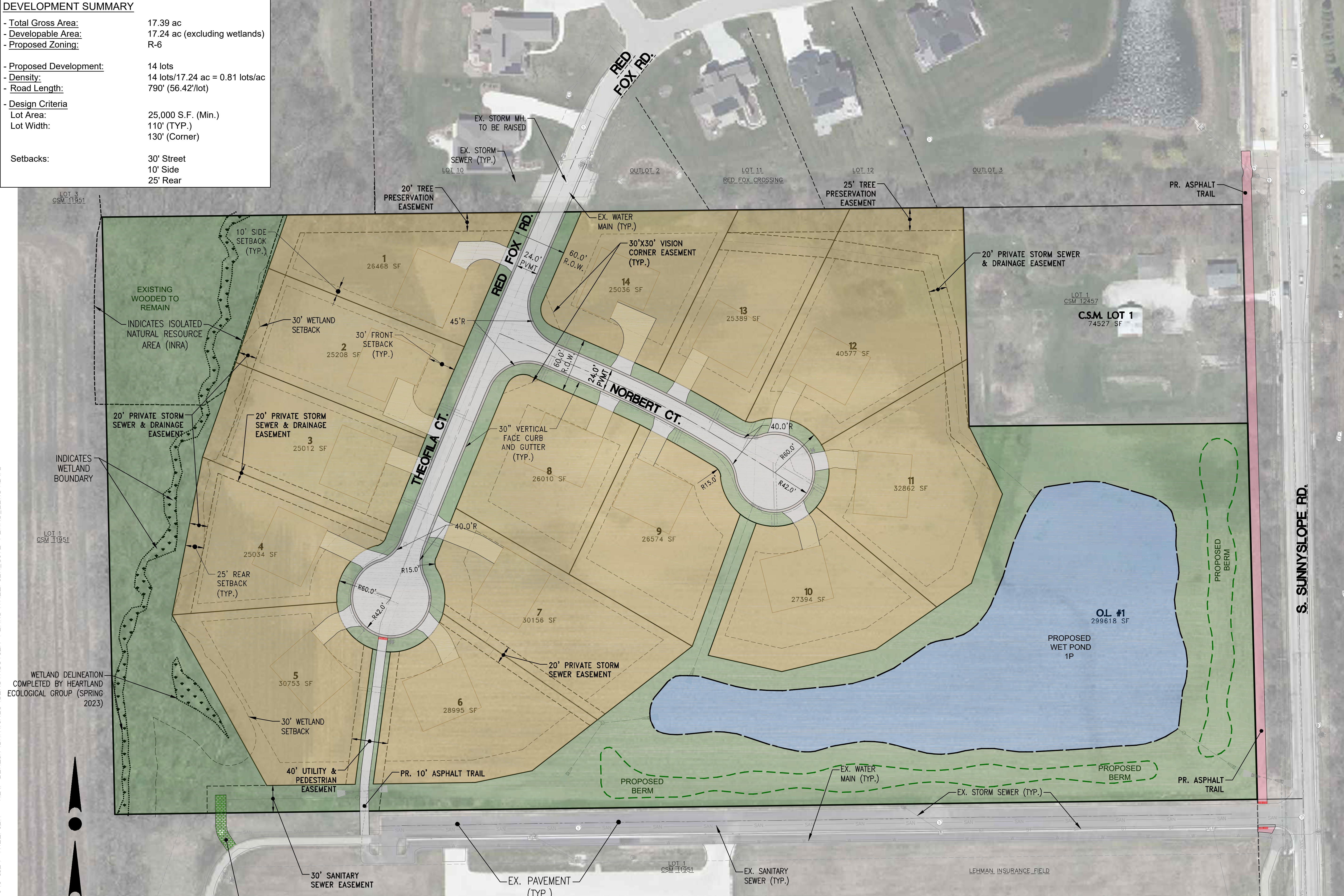
Lot Area: 25,000 S.F. (Min.)
- Lot Width: 110' (TYP.)

130' (Corner)
- Setbacks:

30' Street

10' Side

25' Rear



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpaulesko@trioeng.com

PROJECT:
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03/18/24	QTY COMMENTS
04/12/24	QTY COMMENTS
06/13/24	QTY COMMENTS

DATE:
MAY 13, 2024

JOB NUMBER:
23-041-1124

DESCRIPTION:
**PROPOSED
SITE PLAN**

SHEET

C1.1

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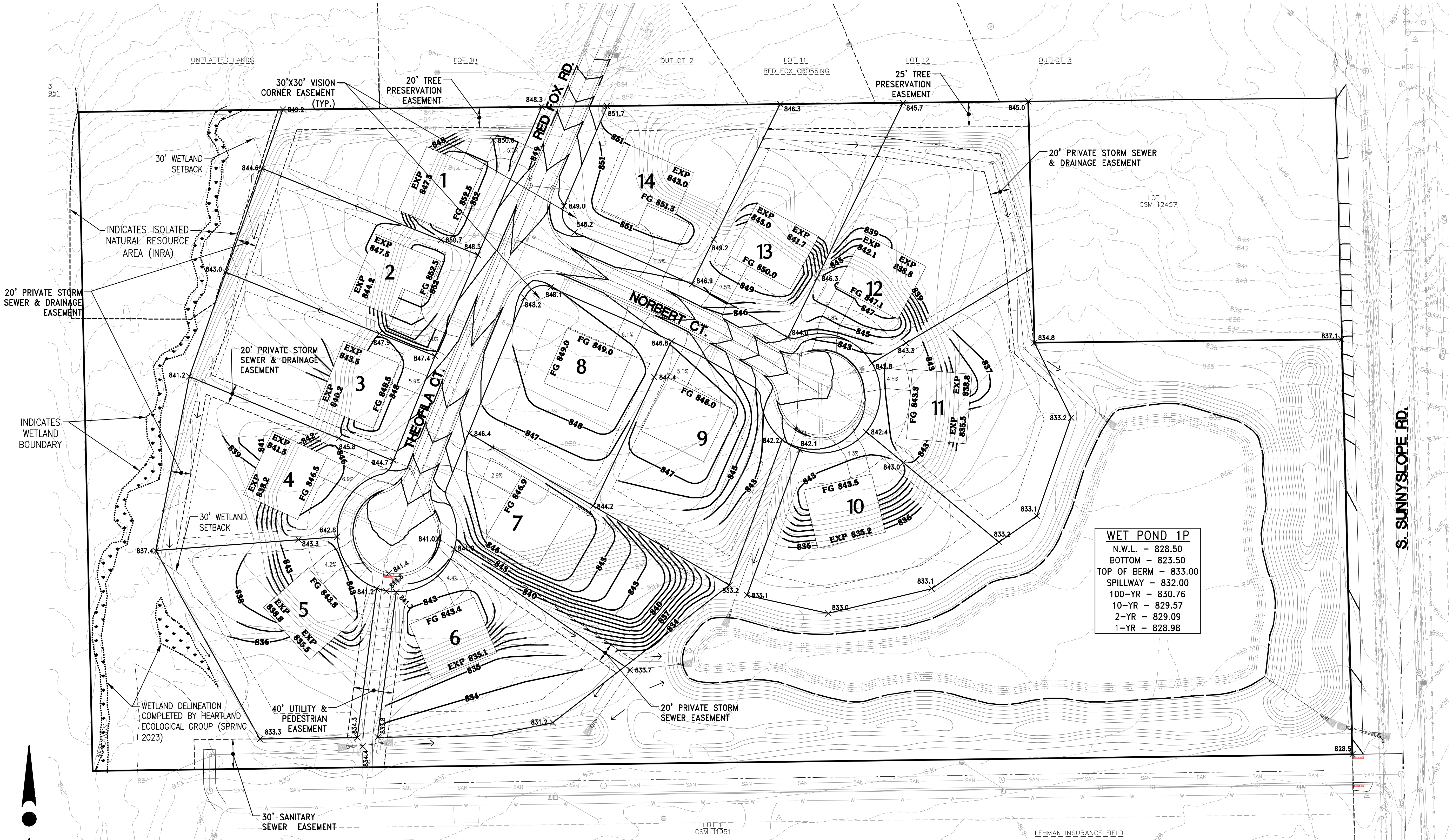
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SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")



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

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



WET POND 1P
N.W.L. - 828.50
BOTTOM - 823.50
TOP OF BERM - 833.00
SPILLWAY - 832.00
100-YR - 830.76
10-YR - 829.57
2-YR - 829.09
1-YR - 828.98

LEGEND:

- 995 --- - EXISTING CONTOUR
- 995 --- - PROPOSED CONTOUR
- × 995.0 - PROPOSED SPOT ELEVATION
- ← - PROPOSED FLOW ARROW
- FG 995.0 - PROPOSED YARD GRADE
- EXP 996.0 - PROPOSED EXPOSURE GRADE
- - SOIL BORING LOCATION

NOTE:
EXISTING SITE SURVEY AND TOPOGRAPHICAL INFORMATION PROVIDED BY LANDTECH SURVEYING



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudefko@trioeng.com

PROJECT:
THEOFILA ESTATES
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF NEW BERLIN, WISCONSIN
BY: JANSSEN BRUCKNER
PO BOX 277
EAGLE, WI 53119

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04/12/24	QTY COMMENTS
06/13/24	QTY COMMENTS

DATE:
MAY 13, 2024

JOB NUMBER:
23-041-1124

DESCRIPTION:
**MASTER GRADING
PLAN**

SHEET

C2.0

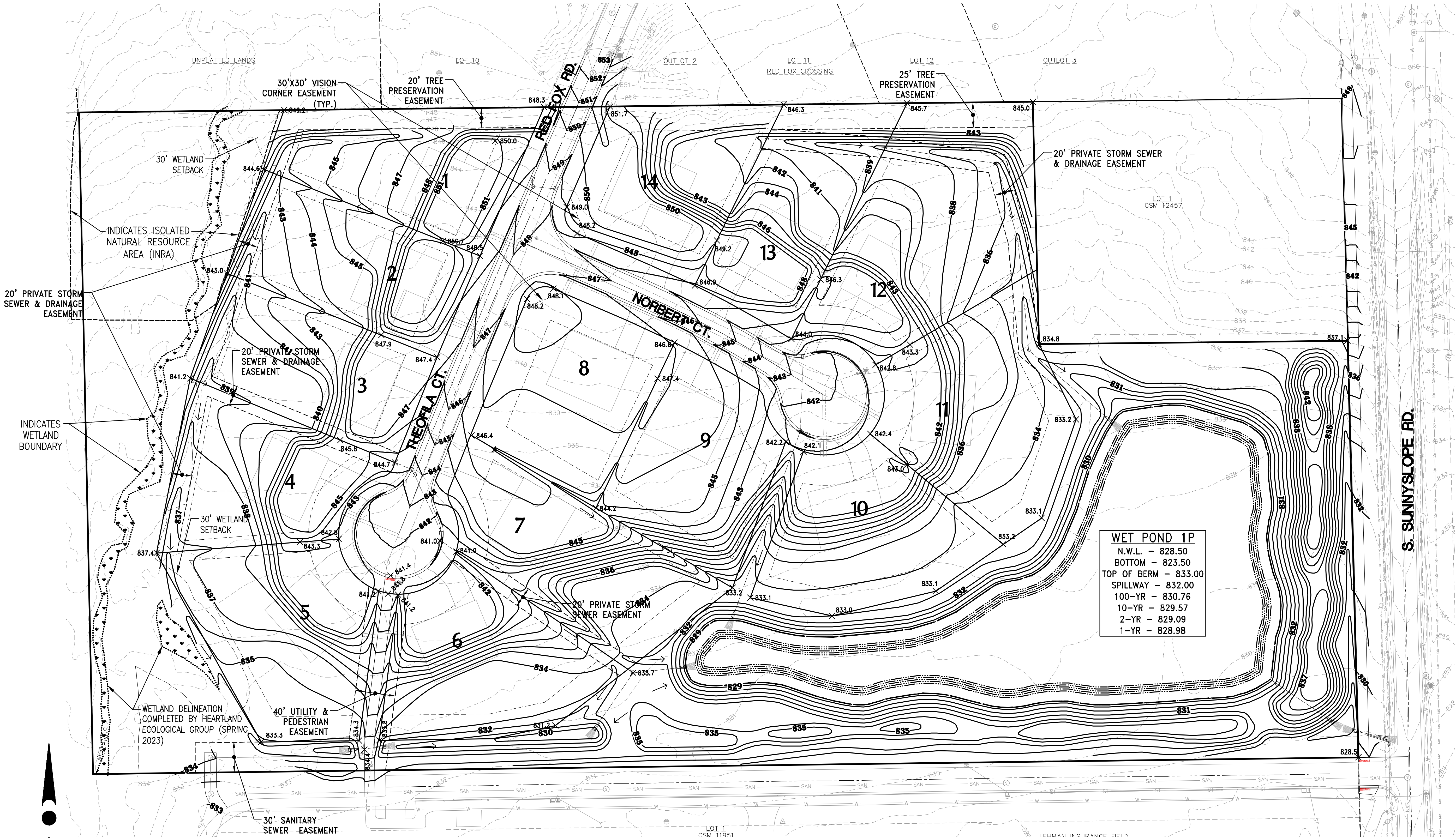
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0 25 50 100
SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")

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LEGEND:

- 995 --- - EXISTING CONTOUR
- 995 --- - PROPOSED CONTOUR
- x 995.0 - PROPOSED SPOT ELEVATION
- ← - PROPOSED FLOW ARROW
- FG 995.0 - PROPOSED YARD GRADE
- EXP 986.0 - PROPOSED EXPOSURE GRADE
- - SOIL BORING LOCATION

NOTE:
EXISTING SITE SURVEY AND TOPOGRAPHICAL INFORMATION PROVIDED BY LANDTECH SURVEYING



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpaules@trioeng.com

PROJECT:
THEOFILA ESTATES
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF NEW BERLIN, WISCONSIN
BY: JANSSEN BRUCKNER
PO BOX 277
EAGLE, WI 53119

REVISION HISTORY	
DATE	DESCRIPTION
10/20/23	INITIAL SUBMITTAL
12/08/23	QTY COMMENTS
01/31/24	QTY COMMENTS
03/18/24	QTY COMMENTS
04/12/24	QTY COMMENTS
06/13/24	QTY COMMENTS

DATE:
MAY 13, 2024

JOB NUMBER:
23-041-1124

DESCRIPTION:
**INTERIM GRADING
PLAN**

SHEET

C2.0A

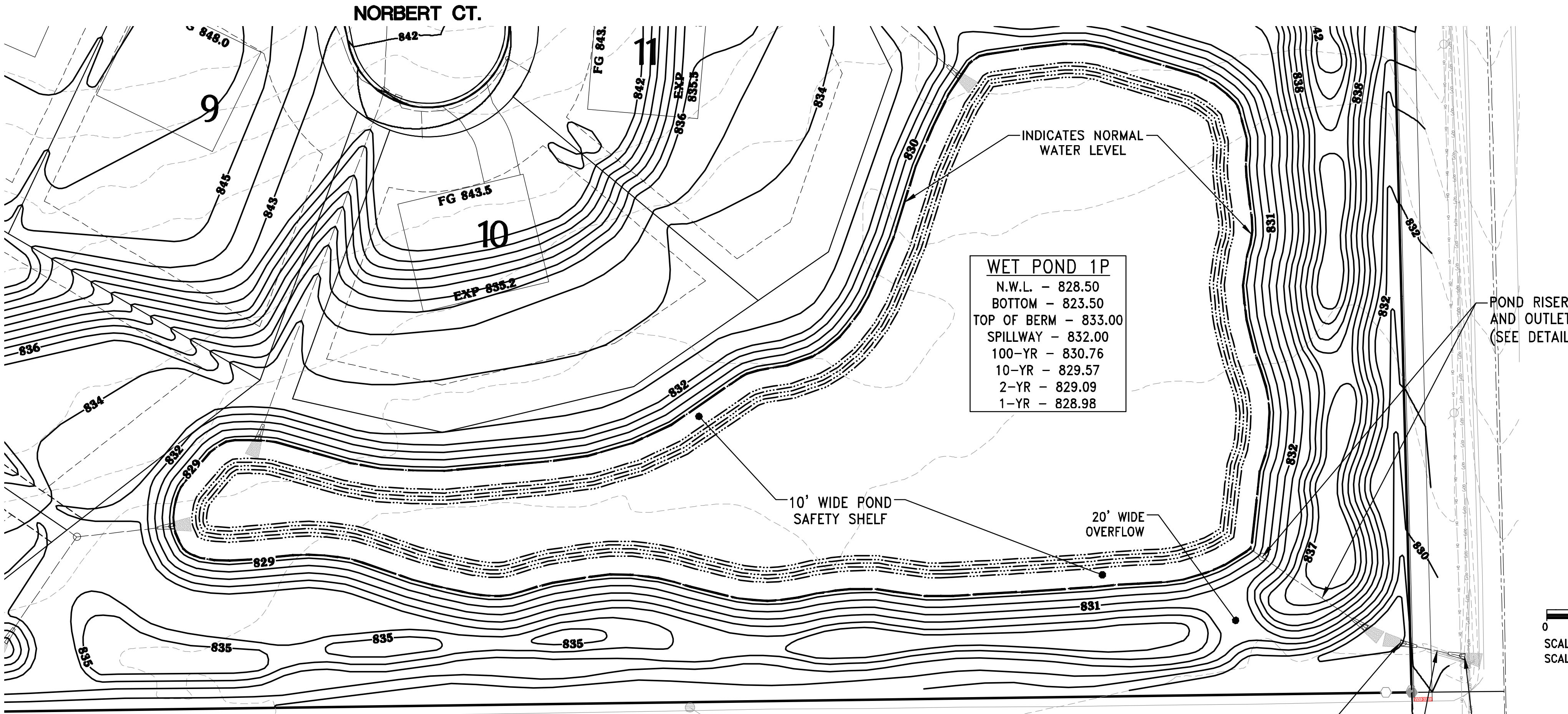
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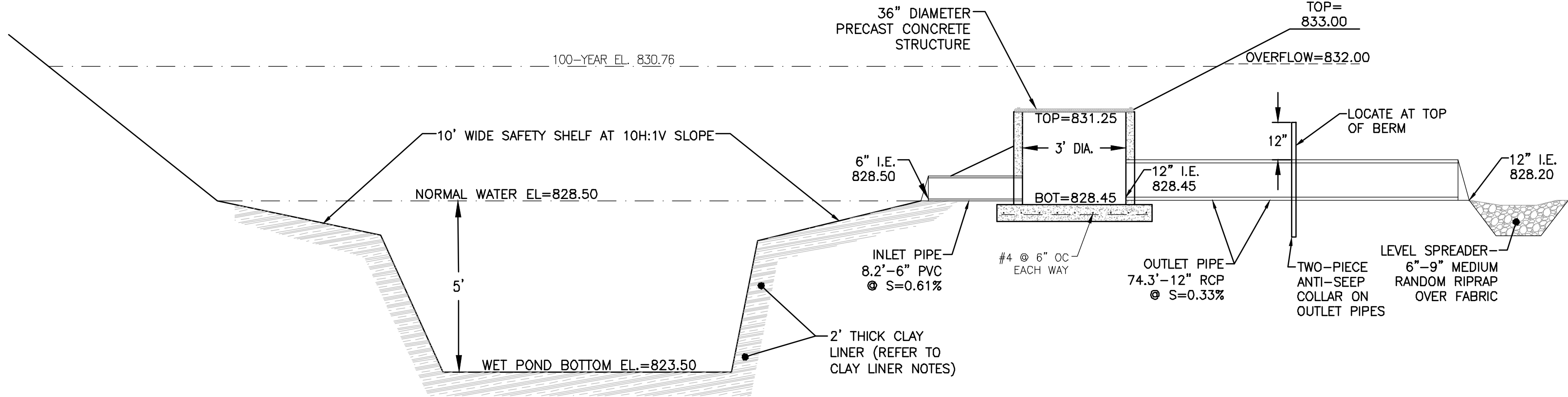
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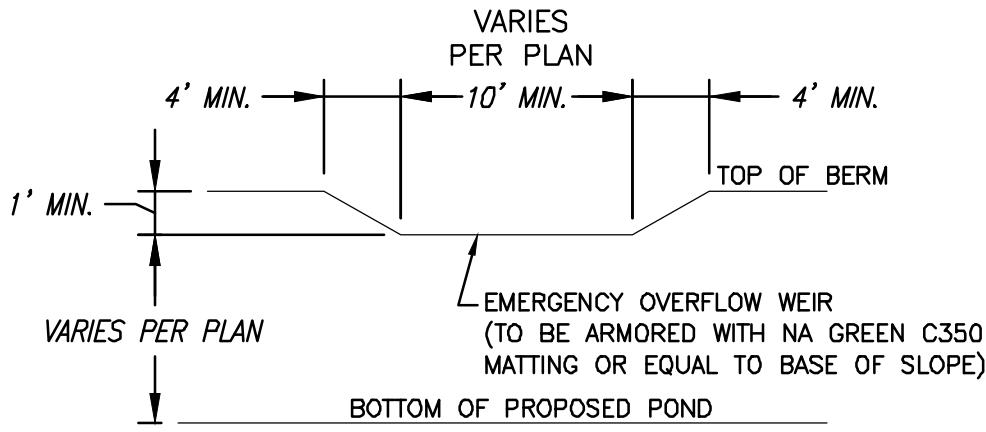
CLAY LINER NOTE:
- 2" THICK CLAY LINER IN ACCORDANCE WITH WDNR TECH. STD. 1001 TYPE B, AND SOILS REPORT.
- CLAY LINER MATERIALS SHOULD BE COMPACTED TO A MINIMUM OF 90 TO 92% DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR (ASTM D1557)
- IF PREDOMINANTLY GRANULAR TEXTURE SOILS AND/OR GROUNDWATER INFLOW IS ENCOUNTERED AT OR BELOW THE BOTTOM ELEVATION OF THE POND, A "SACRIFICIAL" LIFT OF CLAYEY FILL MAY BE REQUIRED TO BE PLACED ALONG THE SIDEWALLS AND BASE PRIOR TO COMMENCING WITH ACTUAL LINER
- PLACEMENT/CONSTRUCTION TO AID IN ATTAINING A SATISFACTORILY COMPACTED LINER SECTION. THE PLACEMENT OF A "SACRIFICIAL" LAYER IS PARTICULARLY BENEFICIAL IN CREATING A STABLE SUBBASE IN THE EVENT SLIGHT GROUNDWATER SEEPAGE OCCURS.
- GEOTECHNICAL TESTING SHALL BE PERFORMED ON POTENTIAL CLAY LINER MATERIAL TO CONFIRM THAT SPECIFICATIONS ARE MET.
- CLAY LINER SHALL EXTEND UP TO 2-YEAR WATER SURFACE ELEVATION. (EL. 857.03(1P)) (EL. 848.61(3P))

TWO-PIECE ANTI-SEEP COLLAR NOTES:
- ANTI-SEEP COLLARS SHALL BE 1/4" POLYETHYLENE SHEETS WITH COLLAR FOR PIPE; DIMENSIONS SHALL BE AS NOTED ON THE DETAIL.
- INSTALL ANTI-SEEP COLLARS PER MANUFACTURER SPECIFICATIONS.

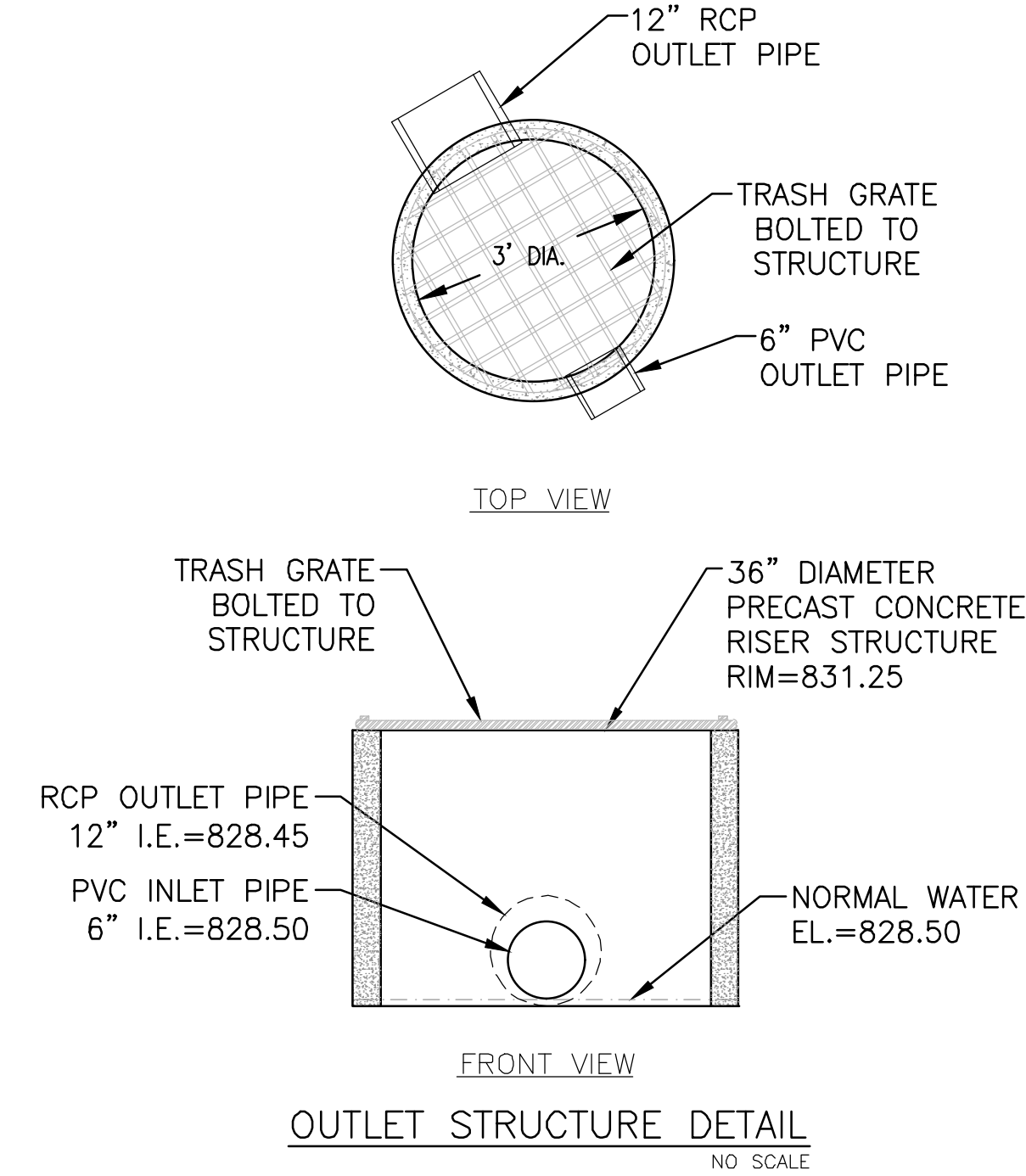
LEGEND:	
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
x 895.0	PROPOSED SPOT ELEVATION
←	PROPOSED FLOW ARROW
FG 995.0	PROPOSED YARD GRADE
EXP 986.0	PROPOSED EXPOSURE GRADE
⊕	SOIL BORING LOCATION



WET POND 1P & OUTLET STRUCTURE DETAIL
NO SCALE



TYPICAL EMERGENCY OVERFLOW WEIR DETAIL
NOT TO SCALE
NOTE: GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN.



OUTLET STRUCTURE DETAIL
NO SCALE



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EAGLE, WI 53119

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06/13/24	QTY COMMENTS

DATE:
MAY 13, 2024

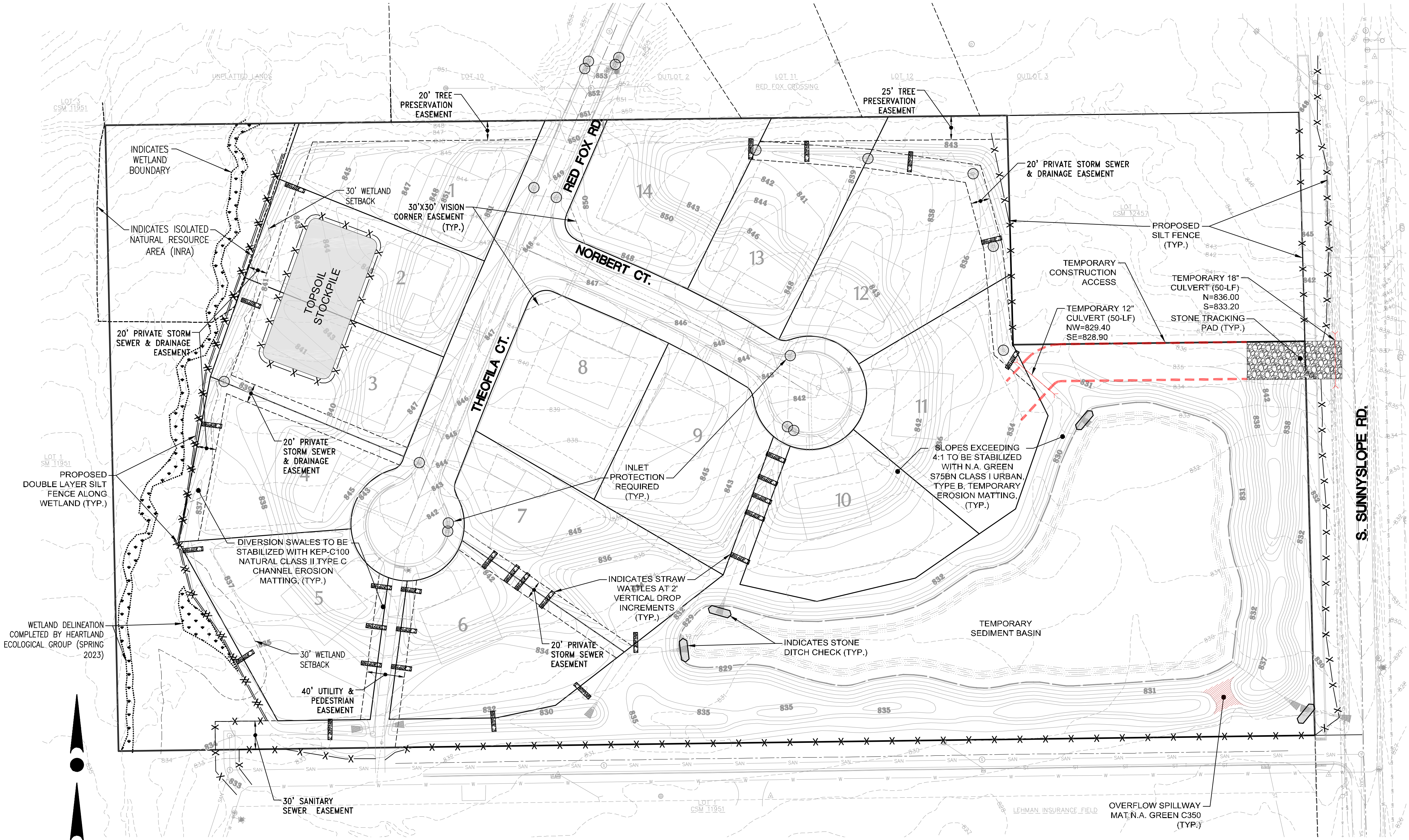
JOB NUMBER:
23-041-1124

DESCRIPTION:
POND DETAIL

SHEET

C2.1

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



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NOTE:
• ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE FROM SUNNY SLOPE ROAD.
• TEMPORARY ACCESS SHALL BE COMPLETELY REMOVED FOLLOWING ROADWAY BASE COURSE PLACEMENT AND PRIOR TO THE ISSUING OF THE FINAL PLAT



TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpadelko@trioeng.com

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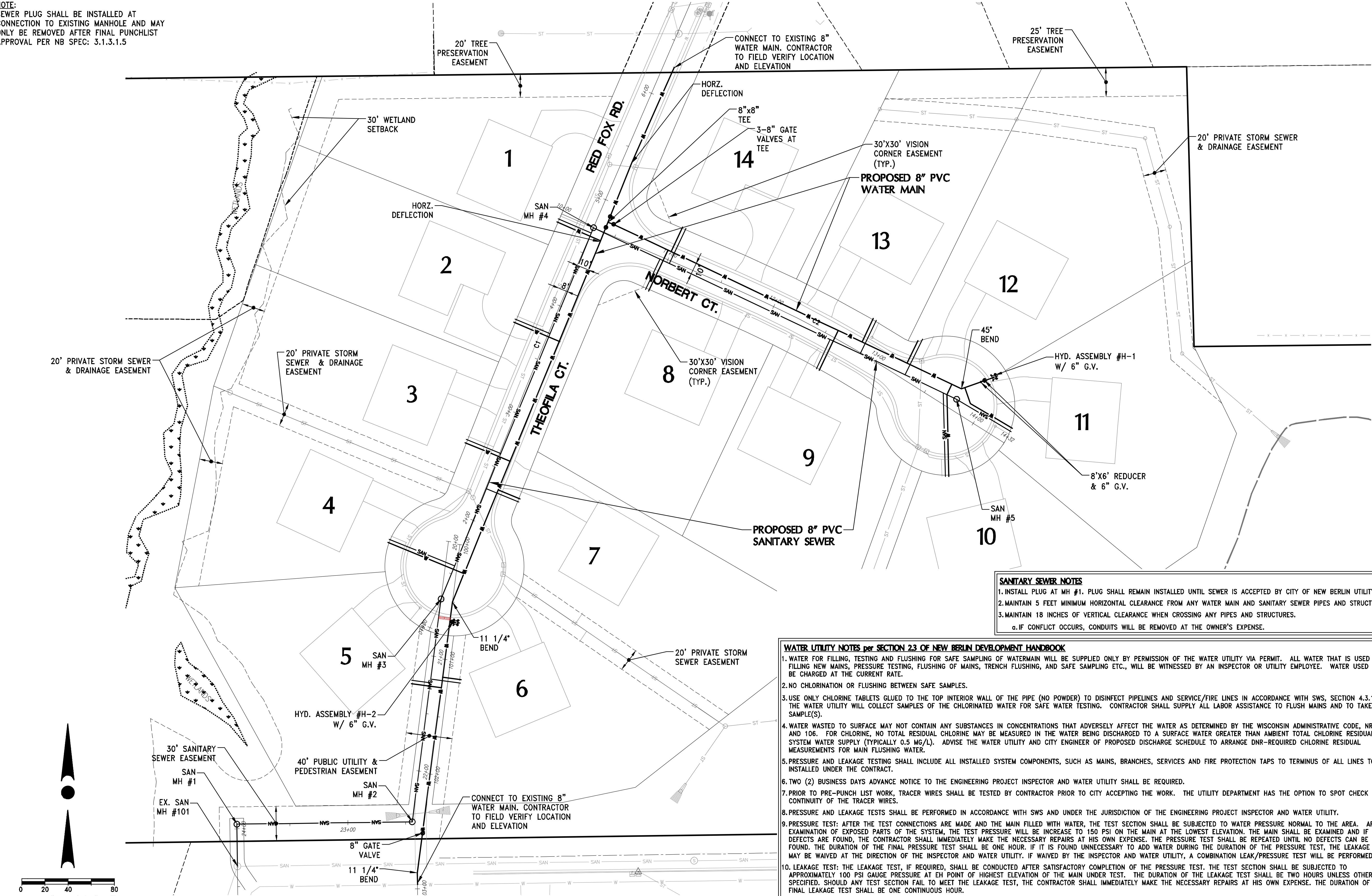
JOB NUMBER:
23-041-1124

DESCRIPTION:
EROSION CONTROL PLAN

SHEET
C3.0

NOTE:
SEWER PLUG SHALL BE INSTALLED AT
CONNECTION TO EXISTING MANHOLE AND MAY
ONLY BE REMOVED AFTER FINAL PUNCHLIST
APPROVAL PER NB SPEC: 3.1.3.1.5

X:\2023\23-041-1124 THEOFILA - NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\THEOFILA_SAN&WM_22X34.DWG



SANITARY SEWER NOTES
1. INSTALL PLUG AT MH #1. PLUG SHALL REMAIN INSTALLED UNTIL SEWER IS ACCEPTED BY CITY OF NEW BERLIN UTILITY.
2. MAINTAIN 5 FEET MINIMUM HORIZONTAL CLEARANCE FROM ANY WATER MAIN AND SANITARY SEWER PIPES AND STRUCTURES
3. MAINTAIN 18 INCHES OF VERTICAL CLEARANCE WHEN CROSSING ANY PIPES AND STRUCTURES.
a. IF CONFLICT OCCURS, CONDUITS WILL BE REMOVED AT THE OWNER'S EXPENSE.

WATER UTILITY NOTES per SECTION 23 OF NEW BERLIN DEVELOPMENT HANDBOOK
1. WATER FOR FILLING, TESTING AND FLUSHING FOR SAFE SAMPLING OF WATERMAIN WILL BE SUPPLIED ONLY BY PERMISSION OF THE WATER UTILITY VIA PERMIT. ALL WATER THAT IS USED FOR FILLING NEW MAINS, PRESSURE TESTING, FLUSHING OF MAINS, TRENCH FLUSHING, AND SAFE SAMPLING ETC., WILL BE WITNESSED BY AN INSPECTOR OR UTILITY EMPLOYEE. WATER USED WILL BE CHARGED AT THE CURRENT RATE.
2. NO CHLORINATION OR FLUSHING BETWEEN SAFE SAMPLES.
3. USE ONLY CHLORINE TABLETS GLUED TO THE TOP INTERIOR WALL OF THE PIPE (NO POWDER) TO DISINFECT PIPELINES AND SERVICE/FIRE LINES IN ACCORDANCE WITH SWS, SECTION 4.3.12. THE WATER UTILITY WILL COLLECT SAMPLES OF THE CHLORINATED WATER FOR SAFE WATER TESTING. CONTRACTOR SHALL SUPPLY ALL LABOR ASSISTANCE TO FLUSH MAINS AND TO TAKE SAMPLE(S).
4. WATER WASTED TO SURFACE MAY NOT CONTAIN ANY SUBSTANCES IN CONCENTRATIONS THAT ADVERSELY AFFECT THE WATER AS DETERMINED BY THE WISCONSIN ADMINISTRATIVE CODE, NR 105 AND 106. FOR CHLORINE, NO TOTAL RESIDUAL CHLORINE MAY BE MEASURED IN THE WATER BEING DISCHARGED TO A SURFACE WATER GREATER THAN AMBIENT TOTAL CHLORINE RESIDUAL IN SYSTEM WATER SUPPLY (TYPICALLY 0.5 MG/L). ADVISE THE WATER UTILITY AND CITY ENGINEER OF PROPOSED DISCHARGE SCHEDULE TO ARRANGE DNR-REQUIRED CHLORINE RESIDUAL MEASUREMENTS FOR MAIN FLUSHING WATER.
5. PRESSURE AND LEAKAGE TESTING SHALL INCLUDE ALL INSTALLED SYSTEM COMPONENTS, SUCH AS MAINS, BRANCHES, SERVICES AND FIRE PROTECTION TAPS TO TERMINUS OF ALL LINES TO BE INSTALLED UNDER THE CONTRACT.
6. TWO (2) BUSINESS DAYS ADVANCE NOTICE TO THE ENGINEERING PROJECT INSPECTOR AND WATER UTILITY SHALL BE REQUIRED.
7. PRIOR TO PRE-PUNCH LIST WORK, TRACER WIRES SHALL BE TESTED BY CONTRACTOR PRIOR TO CITY ACCEPTING THE WORK. THE UTILITY DEPARTMENT HAS THE OPTION TO SPOT CHECK THE CONTINUITY OF THE TRACER WIRES.
8. PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED IN ACCORDANCE WITH SWS AND UNDER THE JURISDICTION OF THE ENGINEERING PROJECT INSPECTOR AND WATER UTILITY.
9. PRESSURE TEST: AFTER THE TEST CONNECTIONS ARE MADE AND THE MAIN FILLED WITH WATER, THE TEST SECTION SHALL BE SUBJECTED TO WATER PRESSURE NORMAL TO THE AREA. AFTER EXAMINATION OF EXPOSED PARTS OF THE SYSTEM, THE TEST PRESSURE WILL BE INCREASED TO 150 PSI ON THE MAIN AT THE LOWEST ELEVATION. THE MAIN SHALL BE EXAMINED AND IF ANY DEFECTS ARE FOUND, THE CONTRACTOR SHALL IMMEDIATELY MAKE THE NECESSARY REPAIRS AT HIS OWN EXPENSE. THE PRESSURE TEST SHALL BE REPEATED UNTIL NO DEFECTS CAN BE FOUND. THE DURATION OF THE FINAL PRESSURE TEST SHALL BE ONE HOUR. IF IT IS FOUND UNNECESSARY TO ADD WATER DURING THE DURATION OF THE PRESSURE TEST, THE LEAKAGE TEST MAY BE WAIVED AT THE DIRECTION OF THE INSPECTOR AND WATER UTILITY. IF WAIVED BY THE INSPECTOR AND WATER UTILITY, A COMBINATION LEAK/PRESSURE TEST WILL BE PERFORMED.
10. LEAKAGE TEST: THE LEAKAGE TEST, IF REQUIRED, SHALL BE CONDUCTED AFTER SATISFACTORY COMPLETION OF THE PRESSURE TEST. THE TEST SECTION SHALL BE SUBJECTED TO APPROXIMATELY 100 PSI GAUGE PRESSURE AT EH POINT OF HIGHEST ELEVATION OF THE MAIN UNDER TEST. THE DURATION OF THE LEAKAGE TEST SHALL BE TWO HOURS UNLESS OTHERWISE SPECIFIED. SHOULD ANY TEST SECTION FAIL TO MEET THE LEAKAGE TEST, THE CONTRACTOR SHALL IMMEDIATELY MAKE THE NECESSARY REPAIRS AT HIS OWN EXPENSE. THE DURATION OF THE FINAL LEAKAGE TEST SHALL BE ONE CONTINUOUS HOUR.
11. FIRE AND COMBINATION WATER/FIRE SERVICE LINES SHALL BE TESTED AT 200 PSI FOR 2.0 HOURS.
12. THE WATER UTILITY SHALL TAKE THE WATER SAMPLES. THE FIRST 2 WATER SAMPLES ARE AT THE UTILITIES EXPENSE. AFTER THE INITIAL 2 SAMPLES ARE TAKEN, THE DEVELOPER/CONTRACTOR SHALL PAY ALL UTILITY EXPENSES UNTIL THE SYSTEM IS CONSIDERED SAFE.
a. - APPROXIMATE COST PER SAMPLE TRIP IS \$250
b. - NO FIRST SAMPLE WILL BE TAKEN ON A FRIDAY, WEEKEND, OR ADJACENT TO A HOLIDAY.
c. - NOTE: IN ORDER FOR ACCEPTANCE, 2 CONSECUTIVE SAMPLES MUST PASS IN A 24 HOUR PERIOD.

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THEOFILA ESTATES
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF NEW BERLIN, WISCONSIN
BY: JANSSEN BRUCKNER
PO BOX 277
EAGLE, WI 53119

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06/13/24	QTY COMMENTS

DATE:
MAY 13, 2024

JOB NUMBER:
23-041-1124

DESCRIPTION:
SANITARY AND WATER MAIN SYSTEM PLAN

SHEET

C4.0

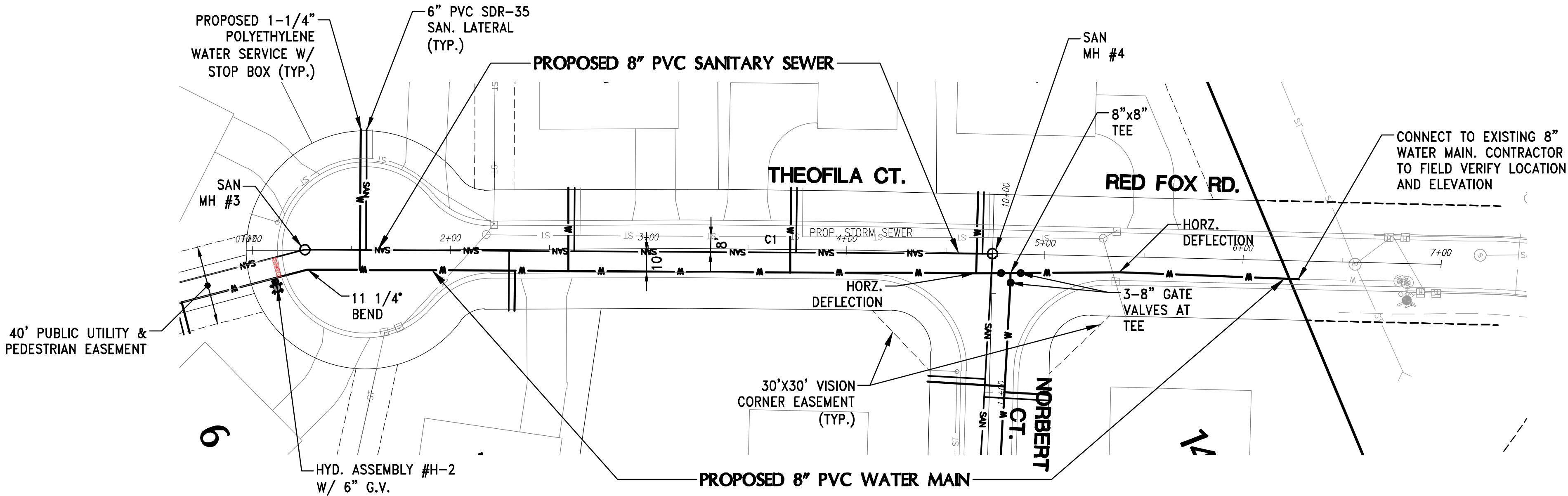
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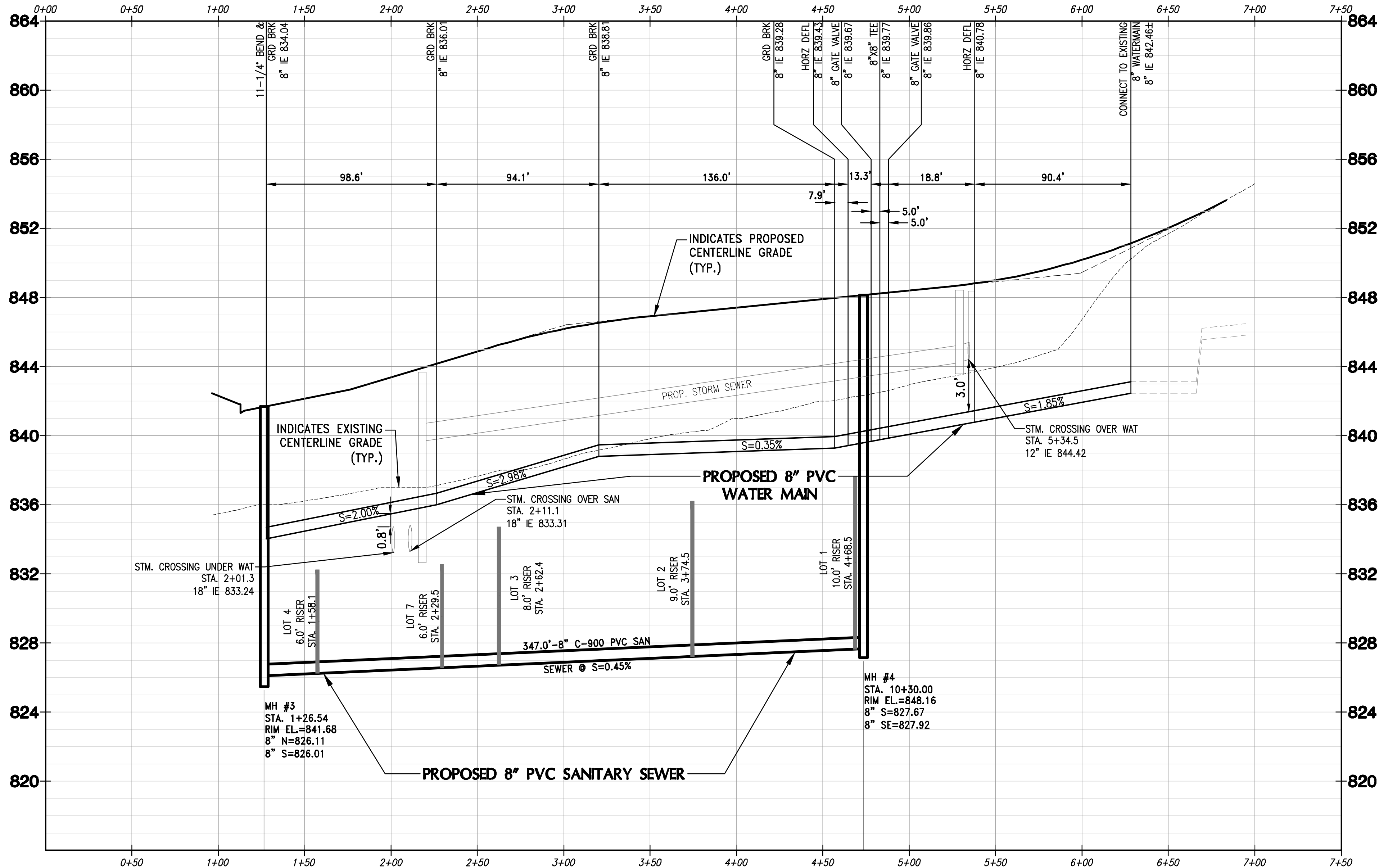
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0 20 40 80
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SCALE: 1" = 80' (11"x17")



SANITARY SEWER AND WATER MAIN

FROM: STA: 1+00 TO: STA: 7+00



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpadelfino@trioeng.com

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DATE:

MAY 13, 2024

JOB NUMBER:

23-041-1124

DESCRIPTION:

**SANITARY SEWER
AND WATER MAIN
PLAN**

SHEET

C4.1

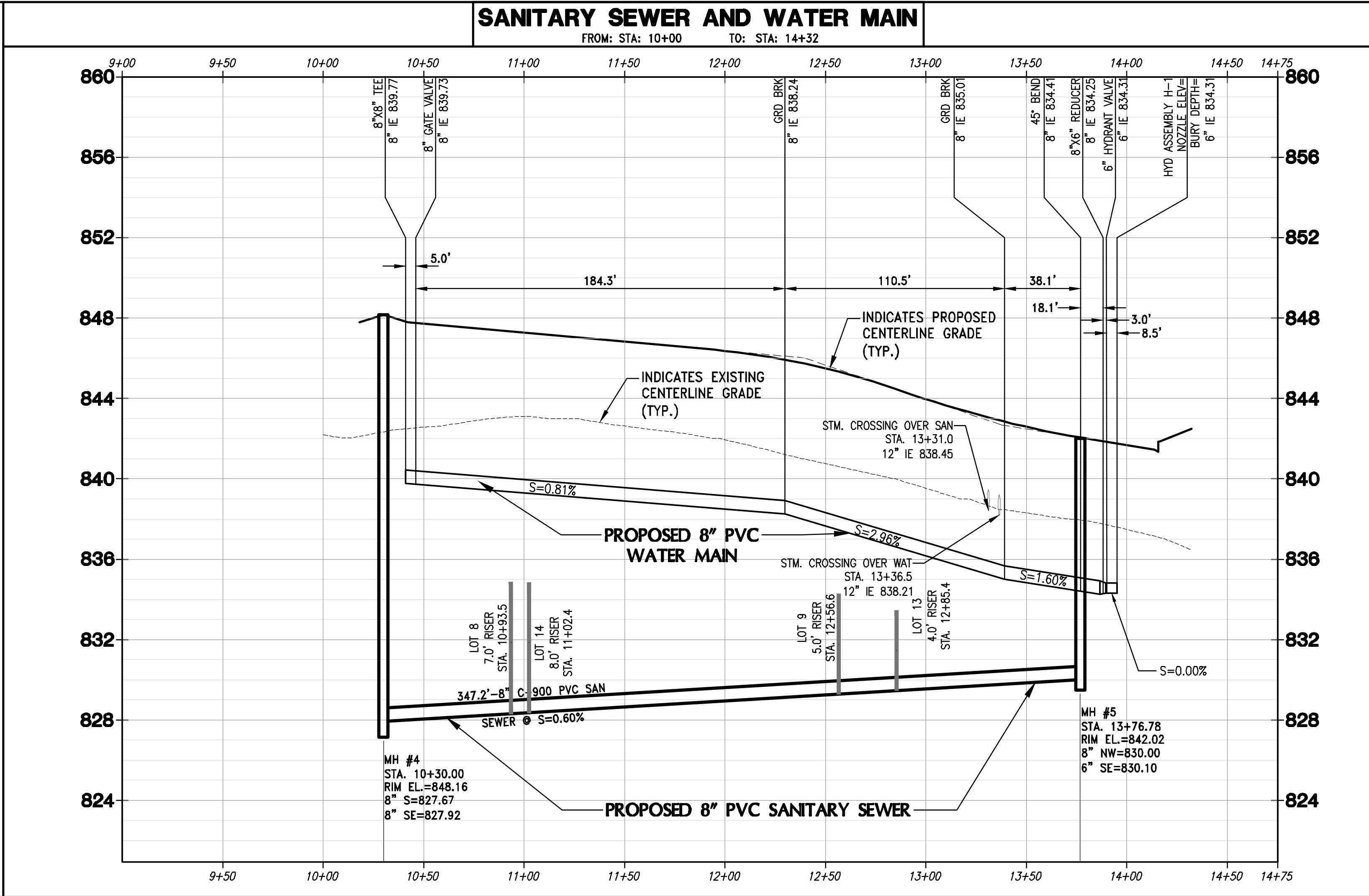
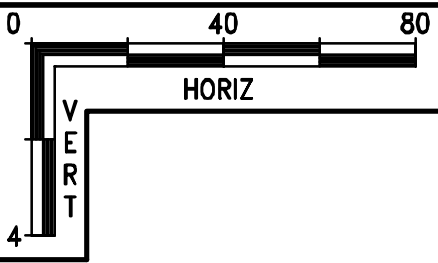
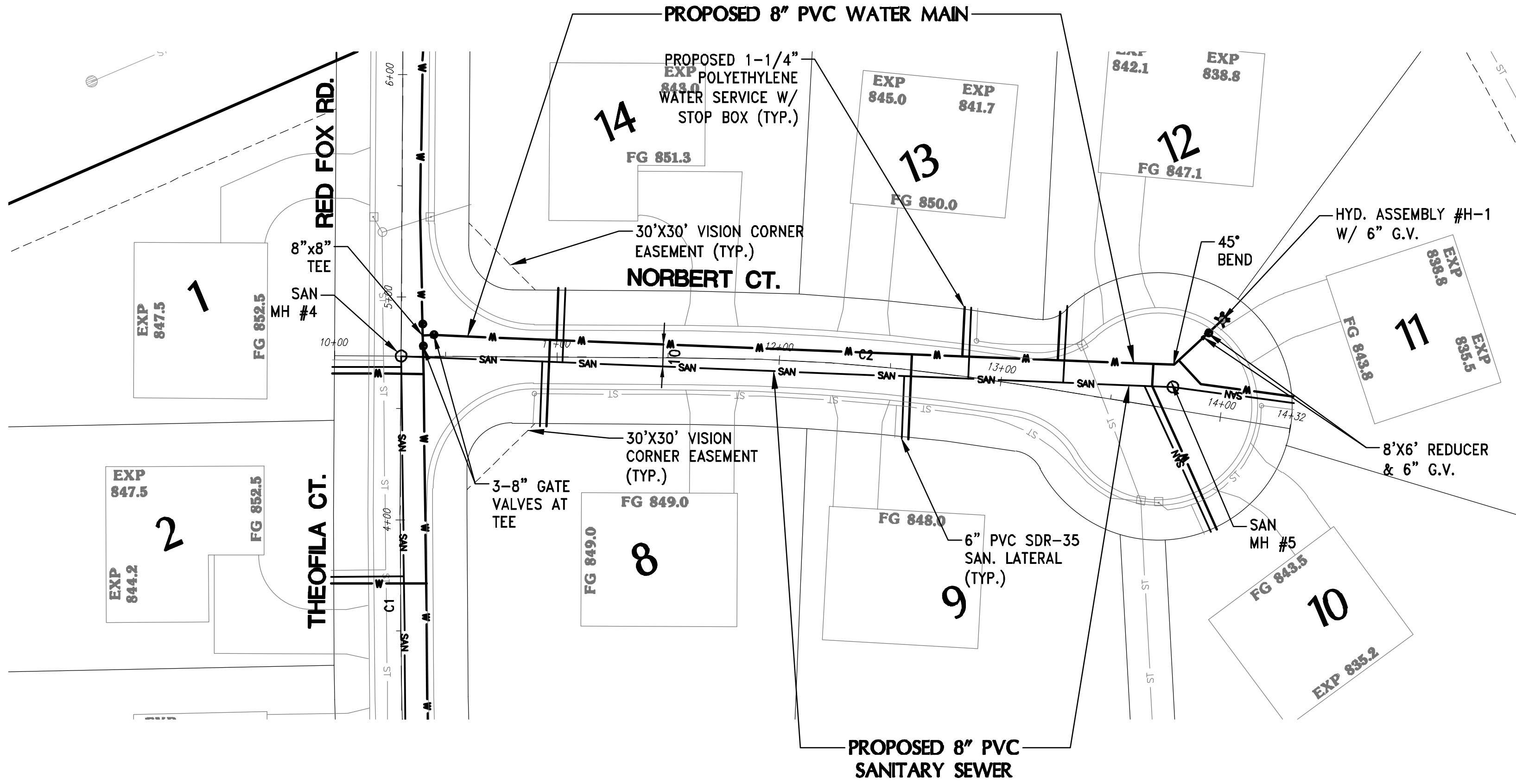
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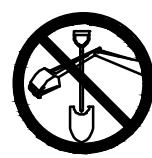
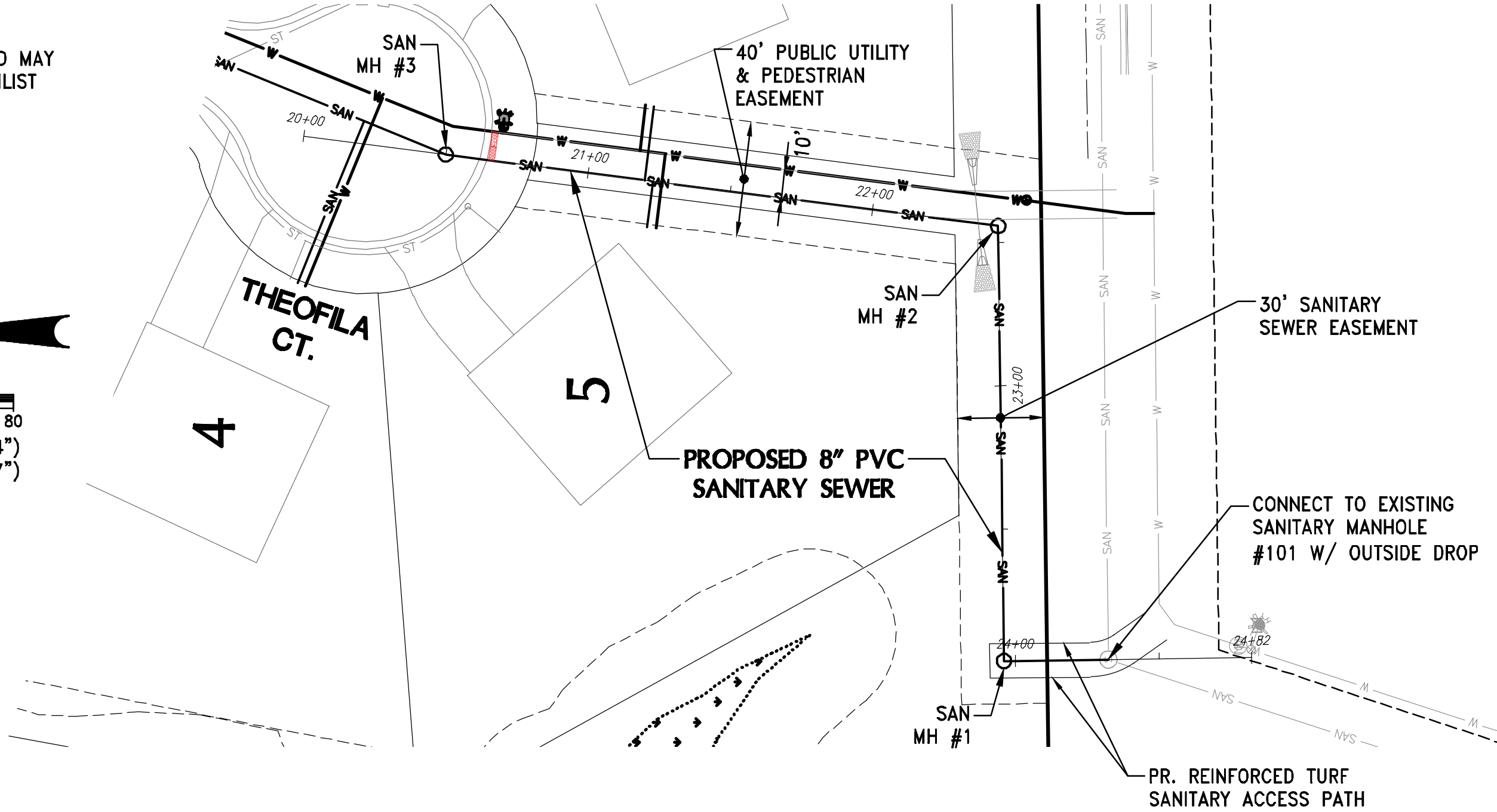
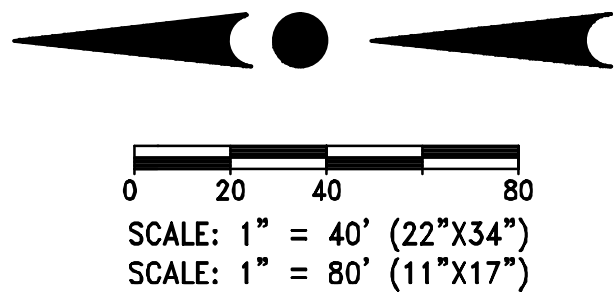
JOB NUMBER:
23-041-1124

DESCRIPTION:
SANITARY SEWER
AND WATER MAIN
PLAN

SHEET

C4.2

NOTE:
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APPROVAL PER NB SPEC: 3.1.3.1.5

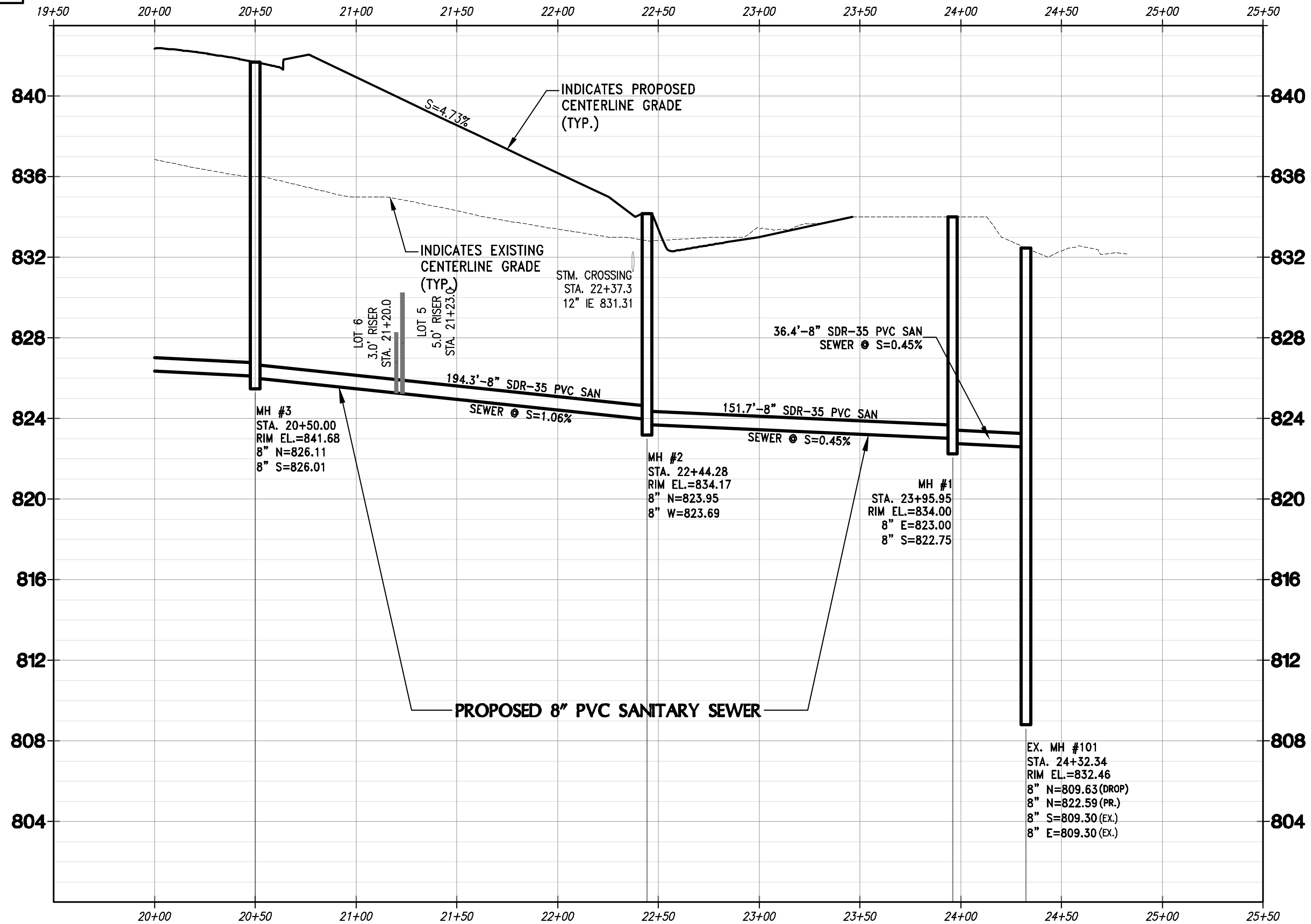


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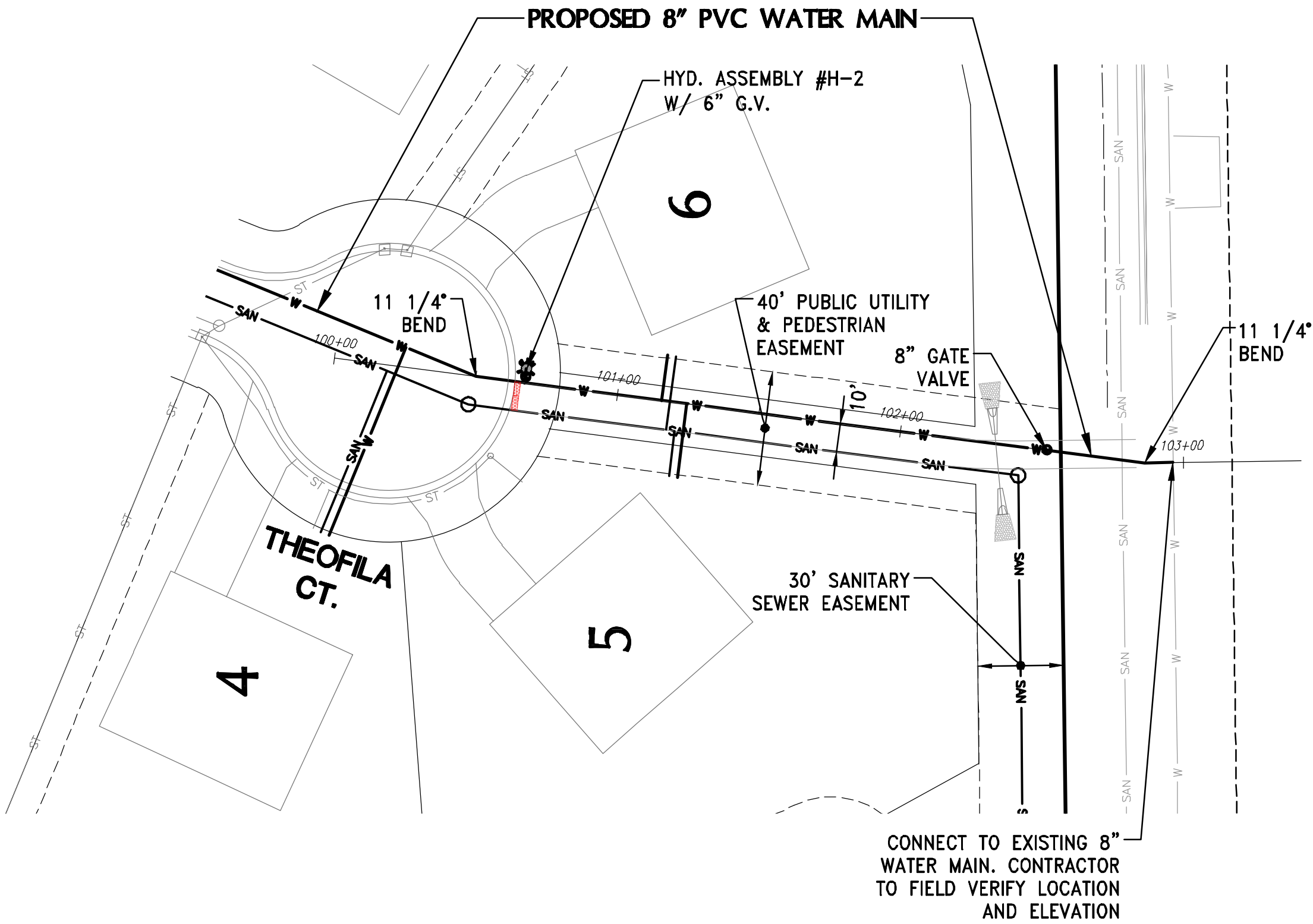
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SANITARY SEWER

FROM: STA: 20+50 TO: STA: 24+50

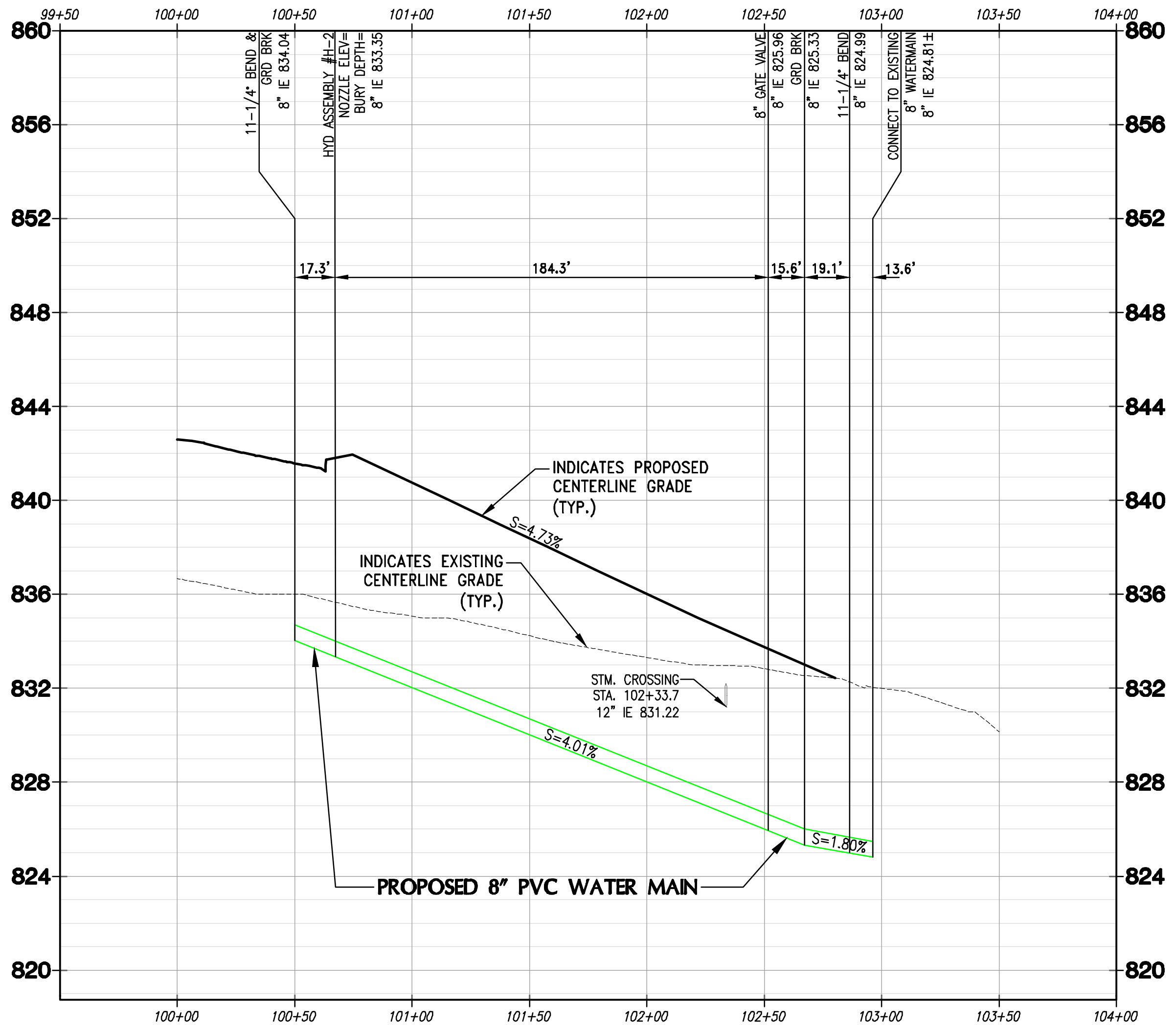


PROPOSED 8" PVC WATER MAIN



WATER MAIN

FROM: STA: 100+50 TO: STA: 103+00



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudefko@trioeng.com

PROJECT:
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SINGLE FAMILY RESIDENTIAL SUBDIVISION
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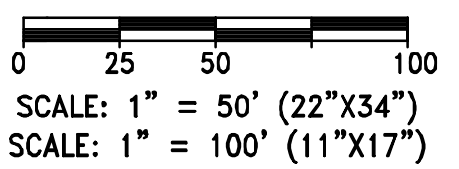
JOB NUMBER:
23-041-1124

DESCRIPTION:
SANITARY SEWER
AND WATER MAIN
PLAN

SHEET

C4.3

X:\2023\23-041-1124 THEOFILA - NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\THEOFILA_SAN&WM_22X34.DWG



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

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PROJECT:
THEOFILA ESTATES
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF NEW BERLIN, WISCONSIN
BY: JANSSEN BRUCKNER
PO BOX 277
EAGLE, WI 53119

REVISION HISTORY	
DATE	DESCRIPTION
10/20/23	INITIAL SUBMITTAL
12/06/23	CITY COMMENTS
01/31/24	CITY COMMENTS
03/18/24	CITY COMMENTS
04/12/24	CITY COMMENTS
05/13/24	CITY COMMENTS

DATE:
MAY 13, 2024

JOB NUMBER:
23-041-1124

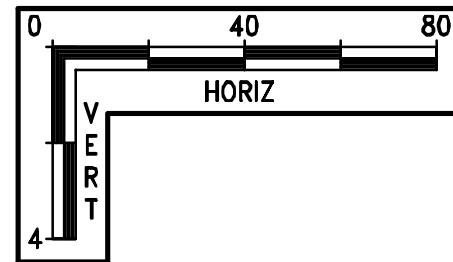
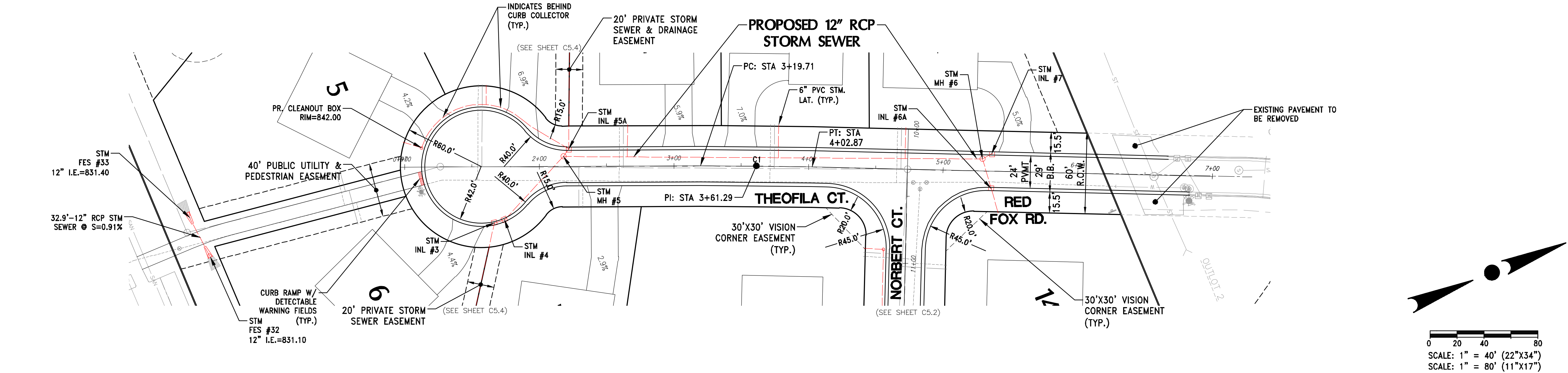
DESCRIPTION:

**OVERALL STORM
SEWER PLAN**

SHEET

C5.0

Curve Table							
Curve #	Radius	Length	Chord Direction	PI Station	Delta	Tangent Length	BK
C1	3000.000	83.158	N22° 33' 15.04"E	3+61.29	1.5882	41.58'	N21° 45' 36.27"E
C2	1000.000	156.857	S62° 09' 29.16"E	12+38.80	8.9872	78.59'	S56° 39' 06.20"E

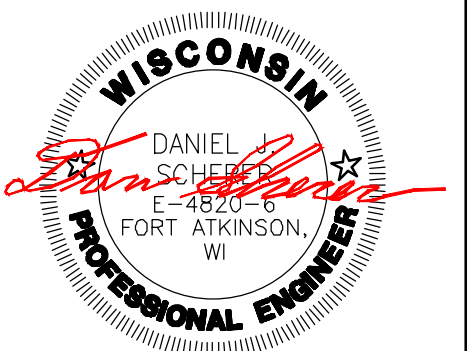
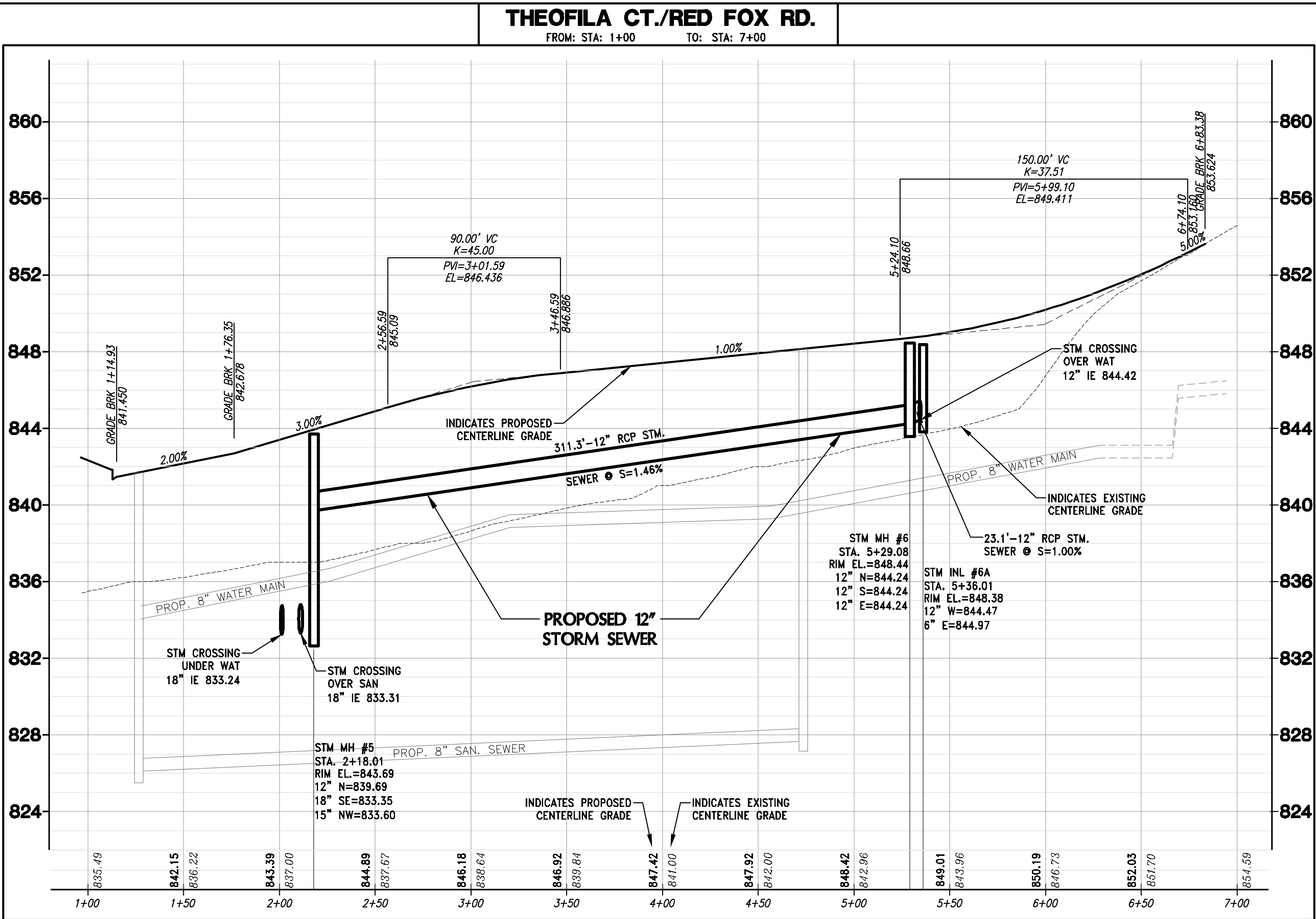


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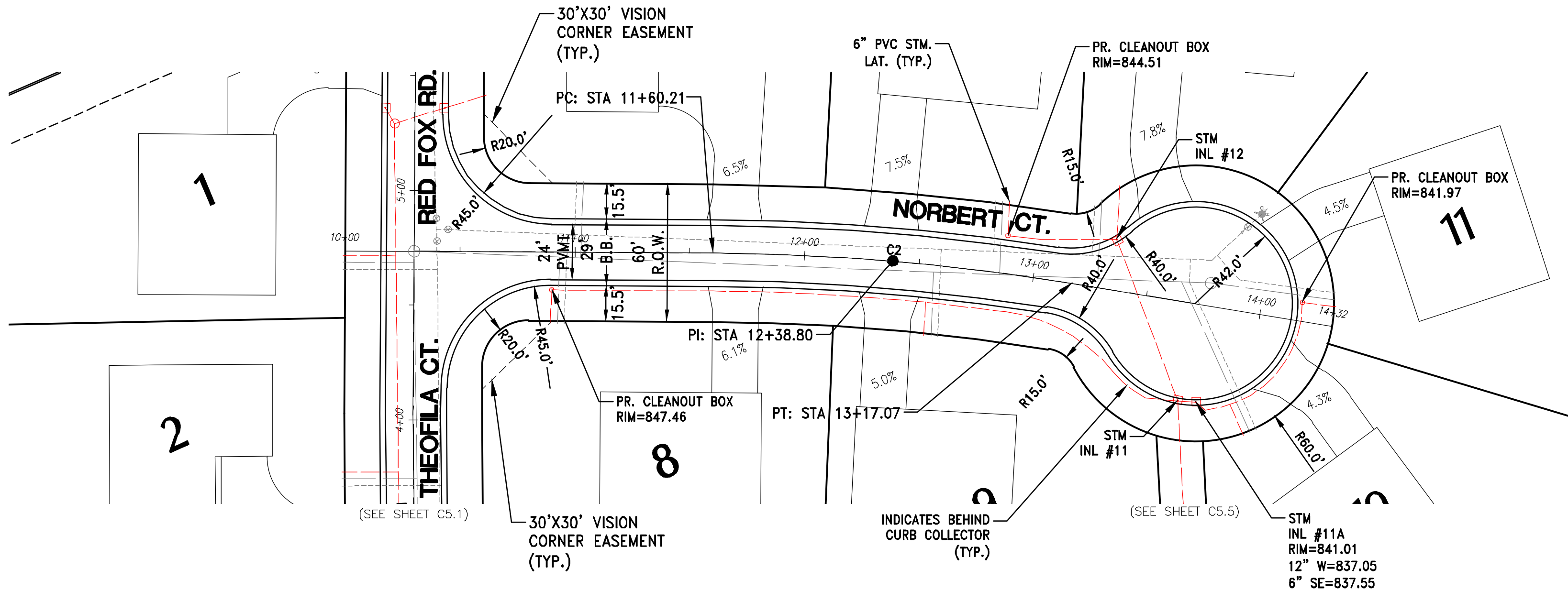
JOB NUMBER:
23-041-1124

DESCRIPTION:
ROADWAY AND
STORM SEWER
PLAN & PROFILE

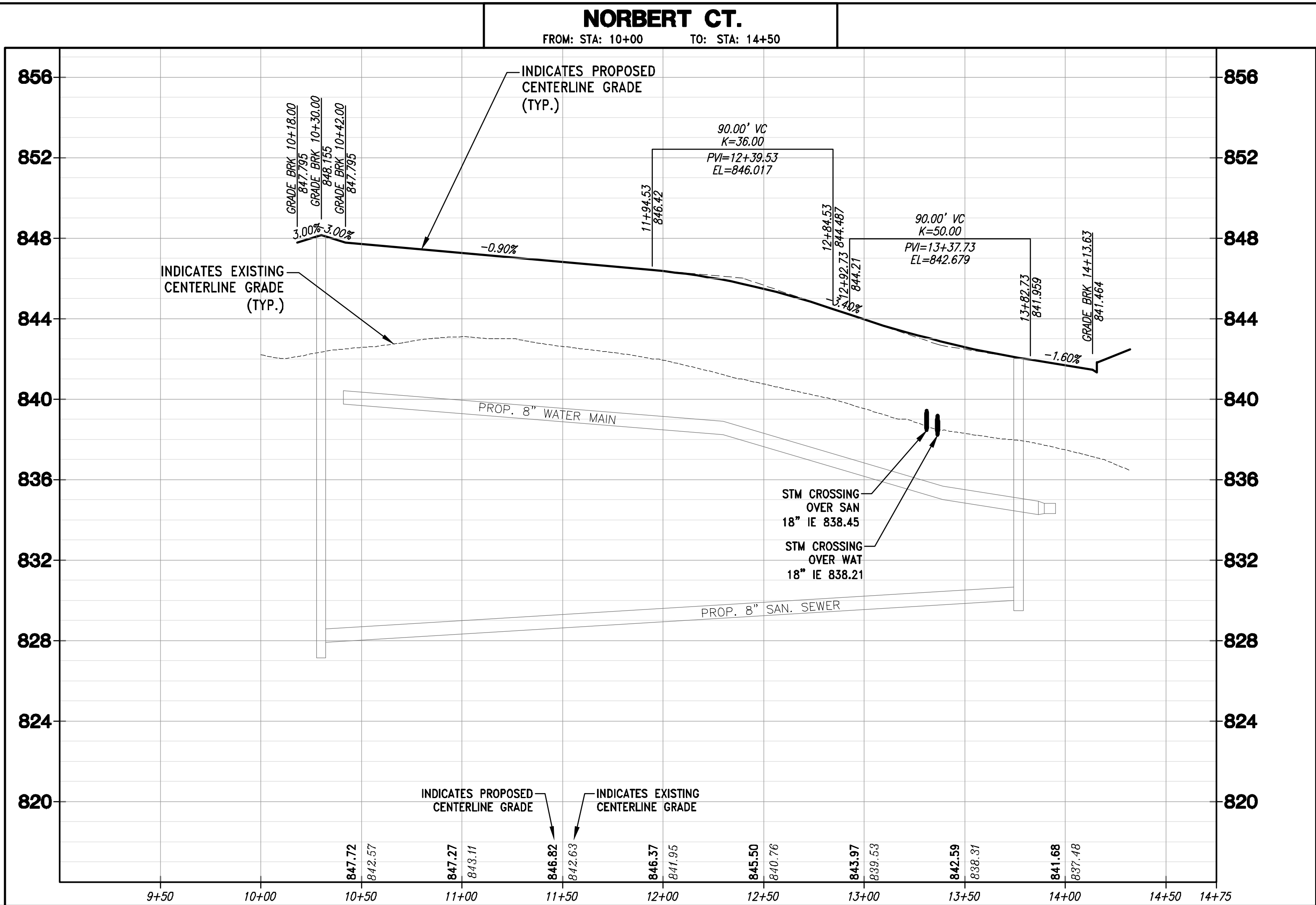
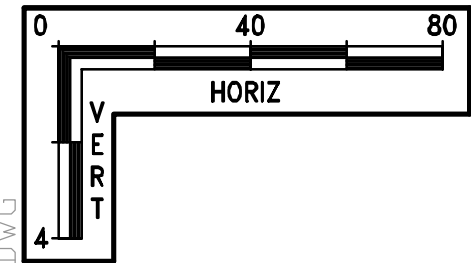
SHEET

C5.1

Curve Table							
Curve #	Radius	Length	Chord Direction	PI Station	Delta	Tangent Length	BK
C1	3000.000	83.158	N22° 33' 15.04"E	3+61.29	1.5882	41.58'	N21° 45' 36.27"E
C2	1000.000	156.857	S62° 09' 29.16"E	12+38.80	8.9872	78.59'	S57° 39' 52.12"E



0 20 40 80
SCALE: 1" = 40' (22"x34")
SCALE: 1" = 80' (11"x17")



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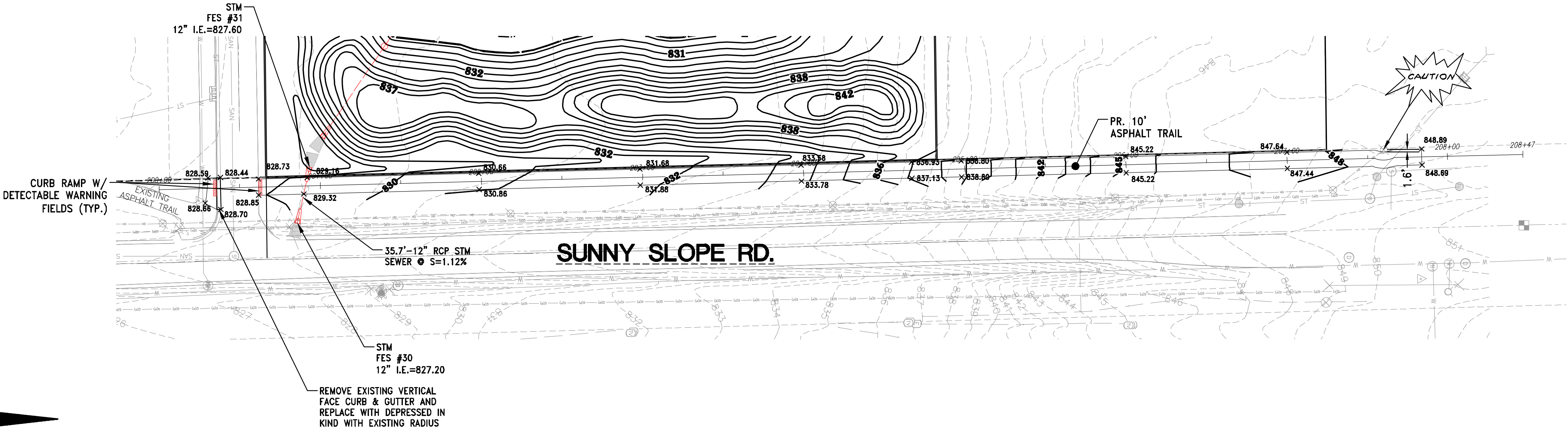
DESCRIPTION:
ROADWAY AND
STORM SEWER
PLAN & PROFILE

SHEET

C5.2

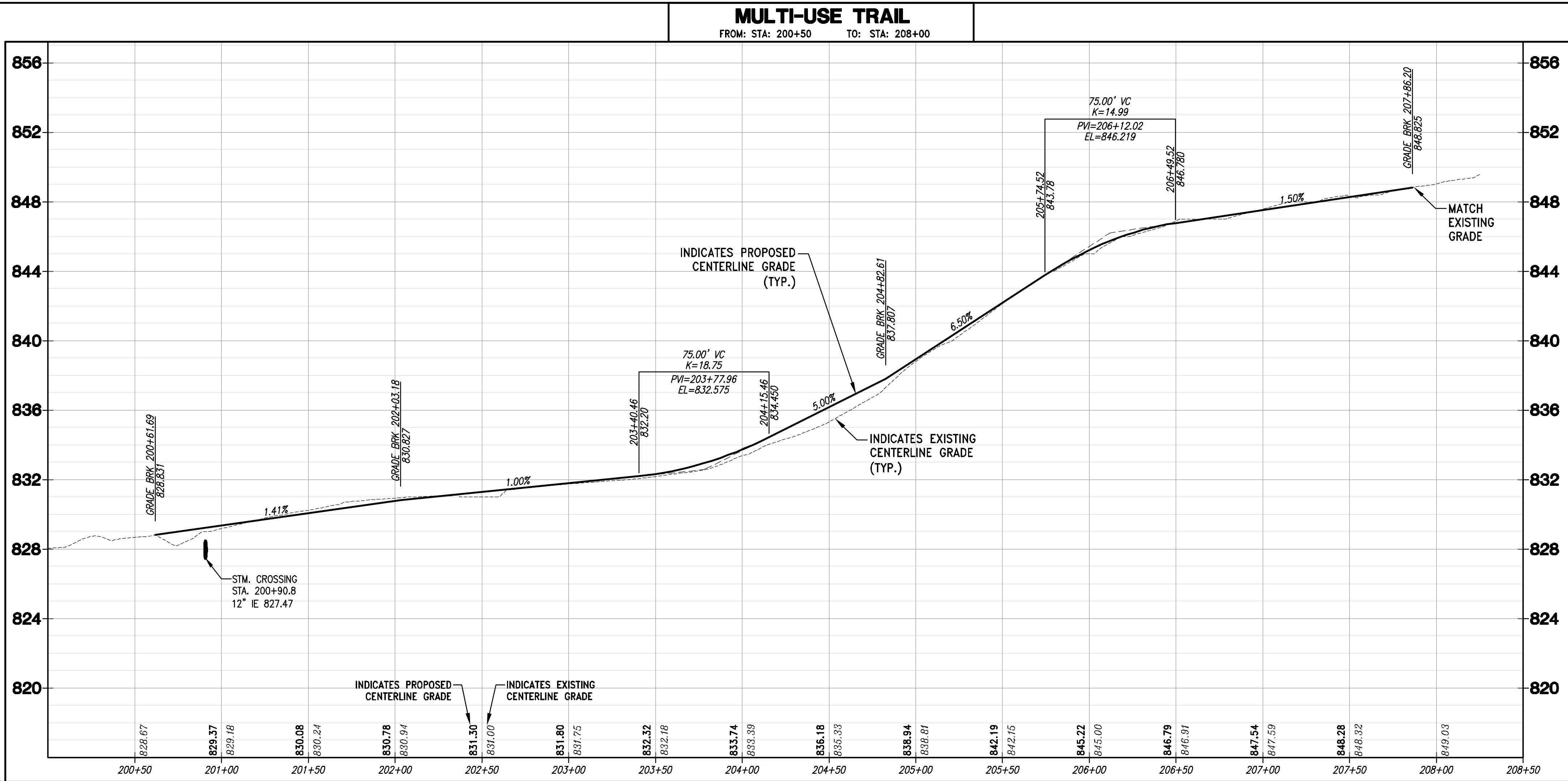
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0 20 40 80
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4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpadelko@trioeng.com

PROJECT:
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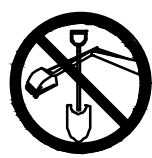
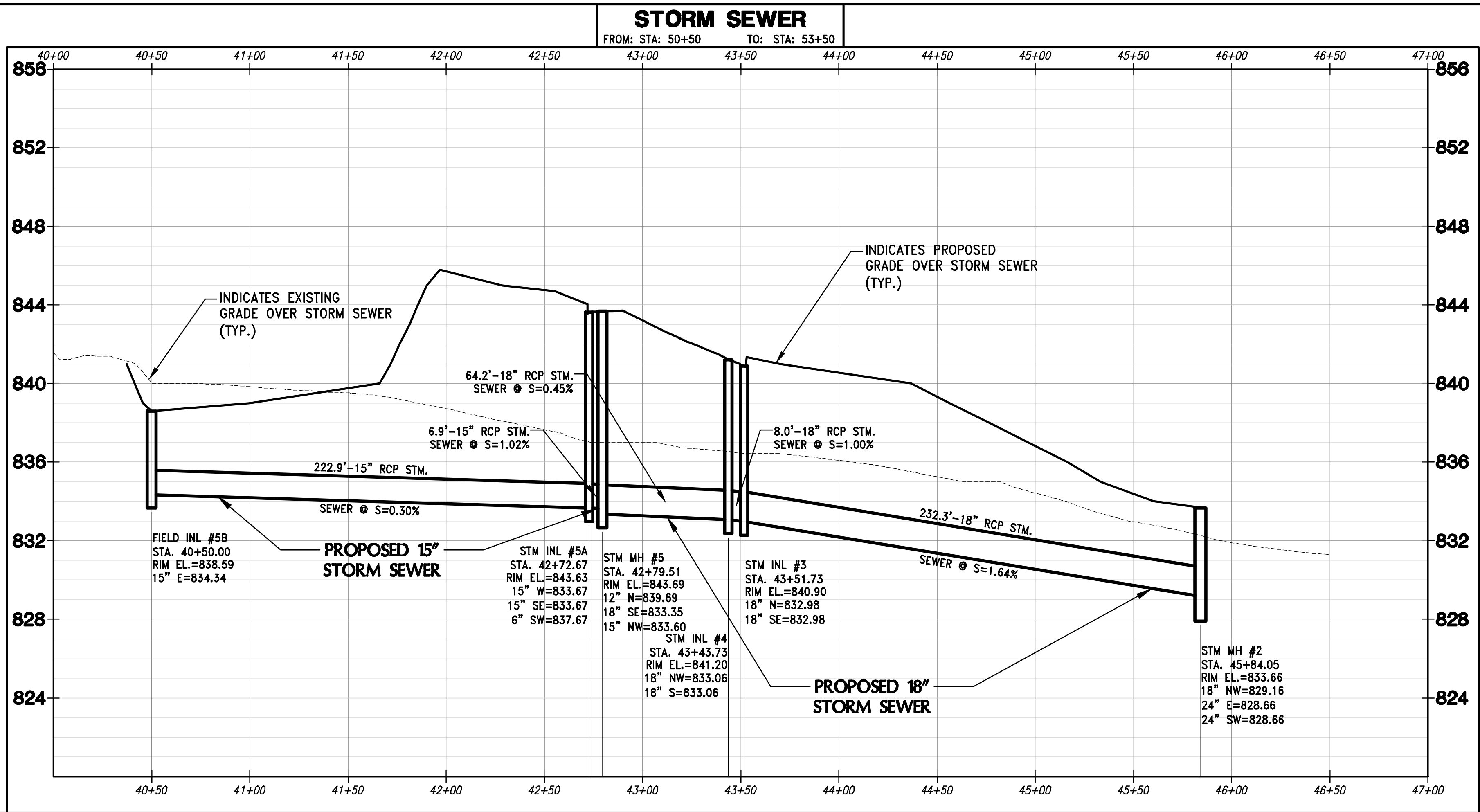
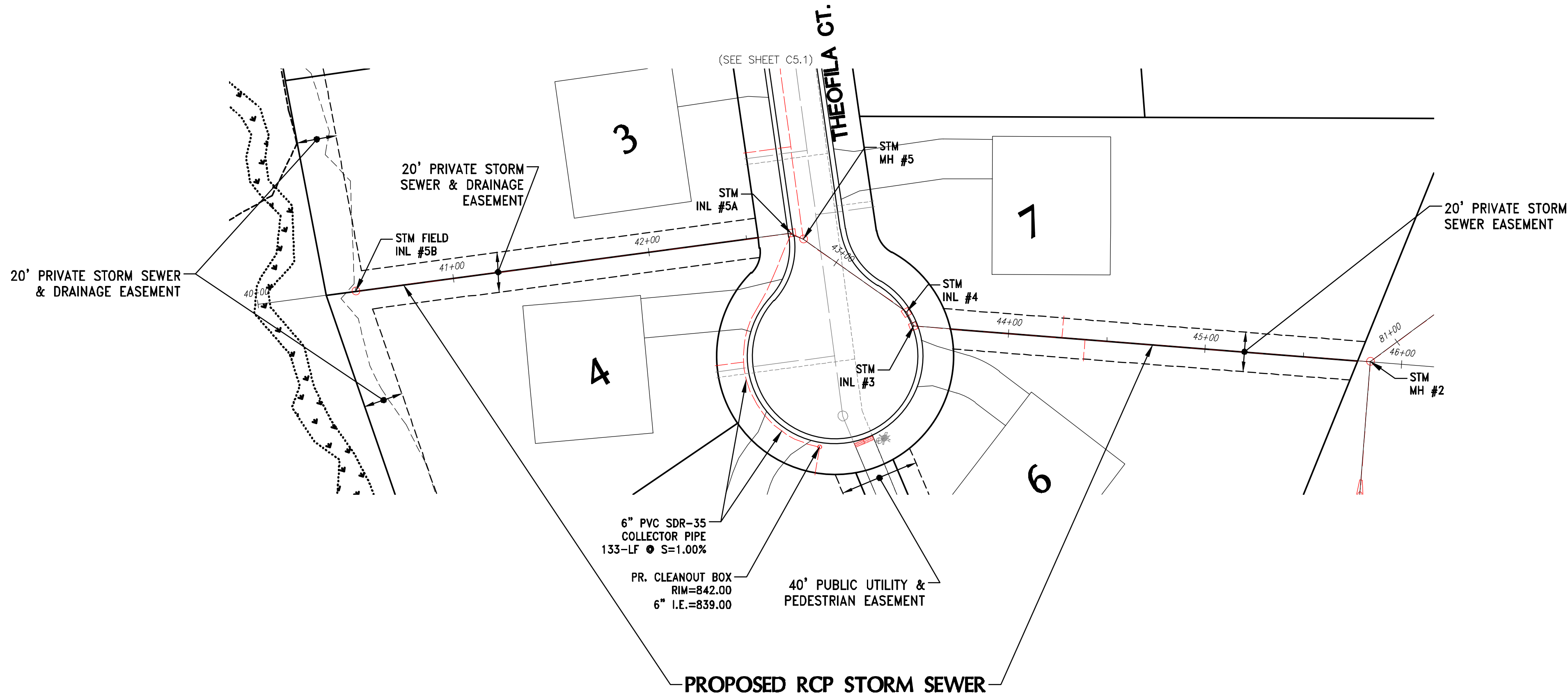
JOB NUMBER:
23-041-1124

DESCRIPTION:
SUNNY SLOPE
TRAIL PLAN &
PROFILE

SHEET

C5.3

X:\2023\23-041-1124 THEOFILA - NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\THEOFILA_RD&STM_P2X34.DWG



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MAY 13, 2024

JOB NUMBER:
23-041-1124

DESCRIPTION:
**STORM SEWER
PLAN & PROFILE**

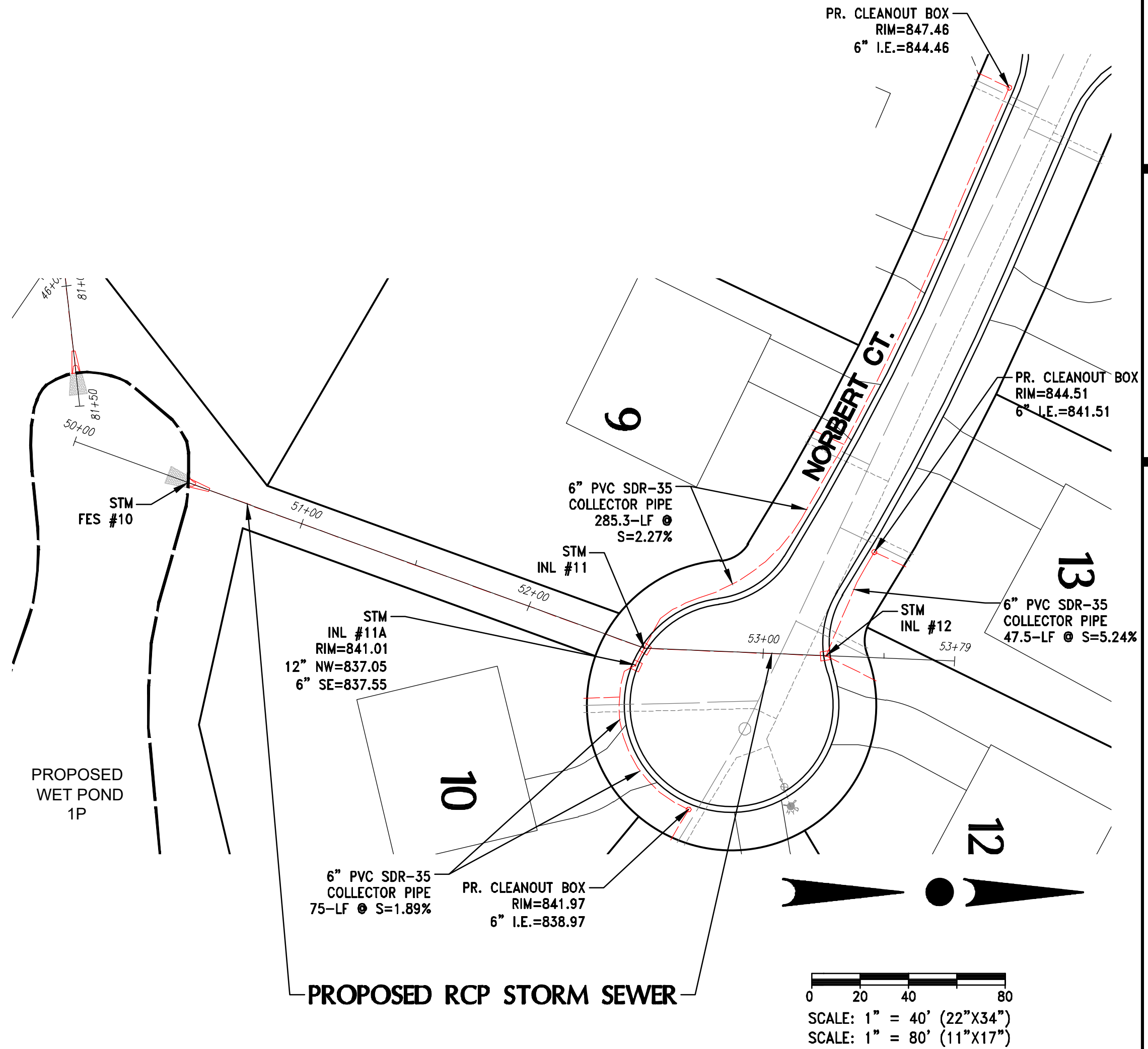
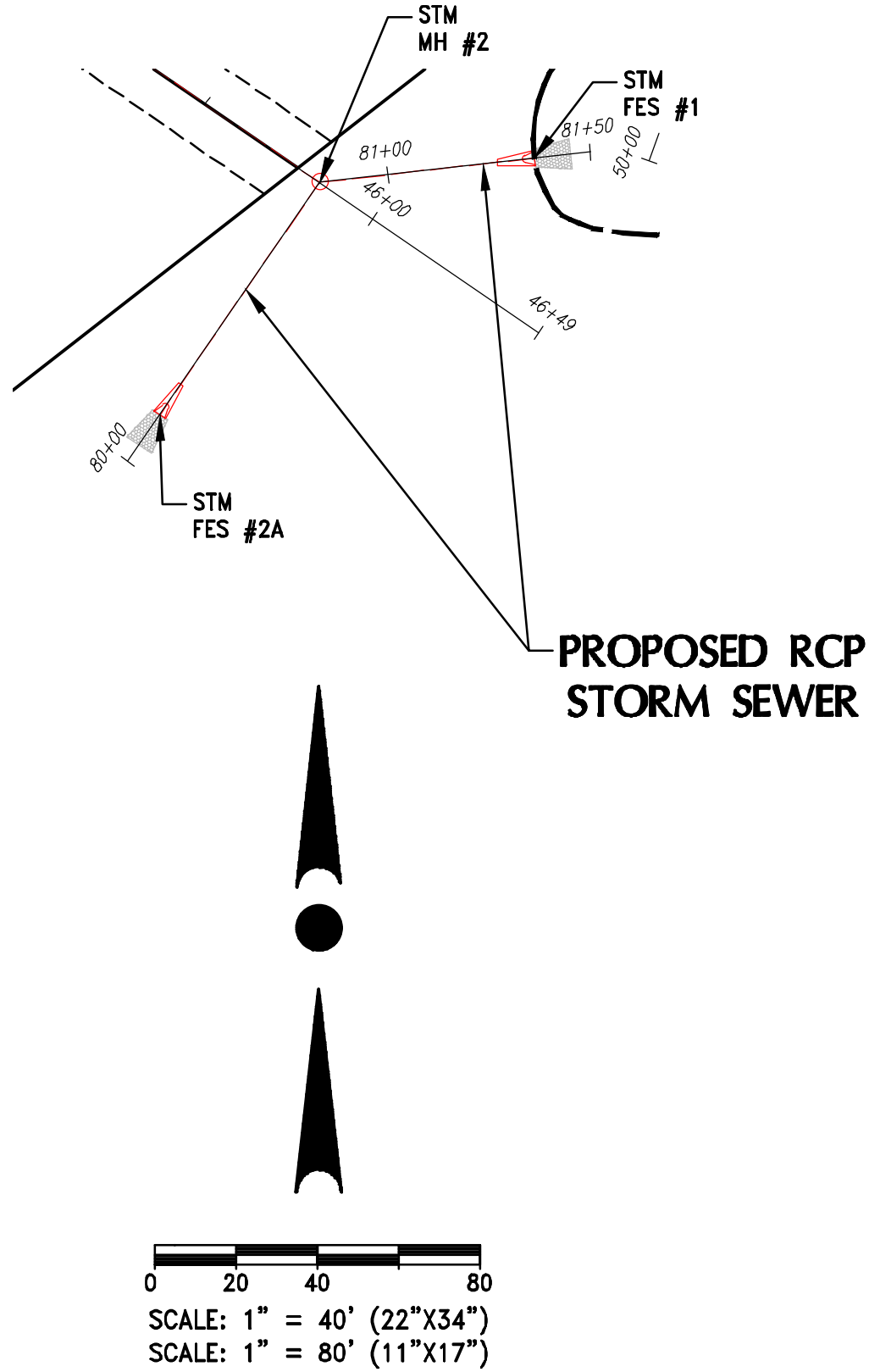
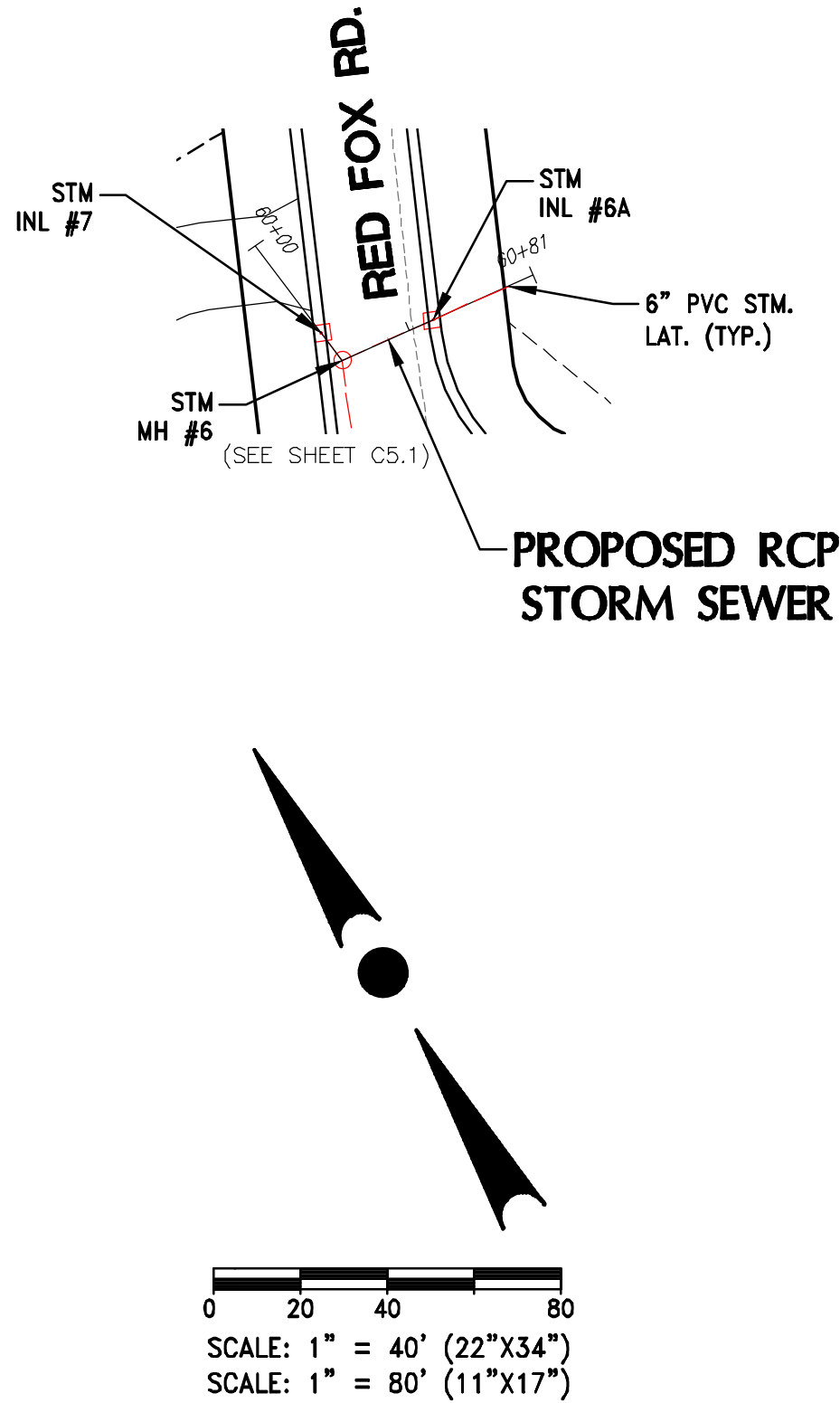
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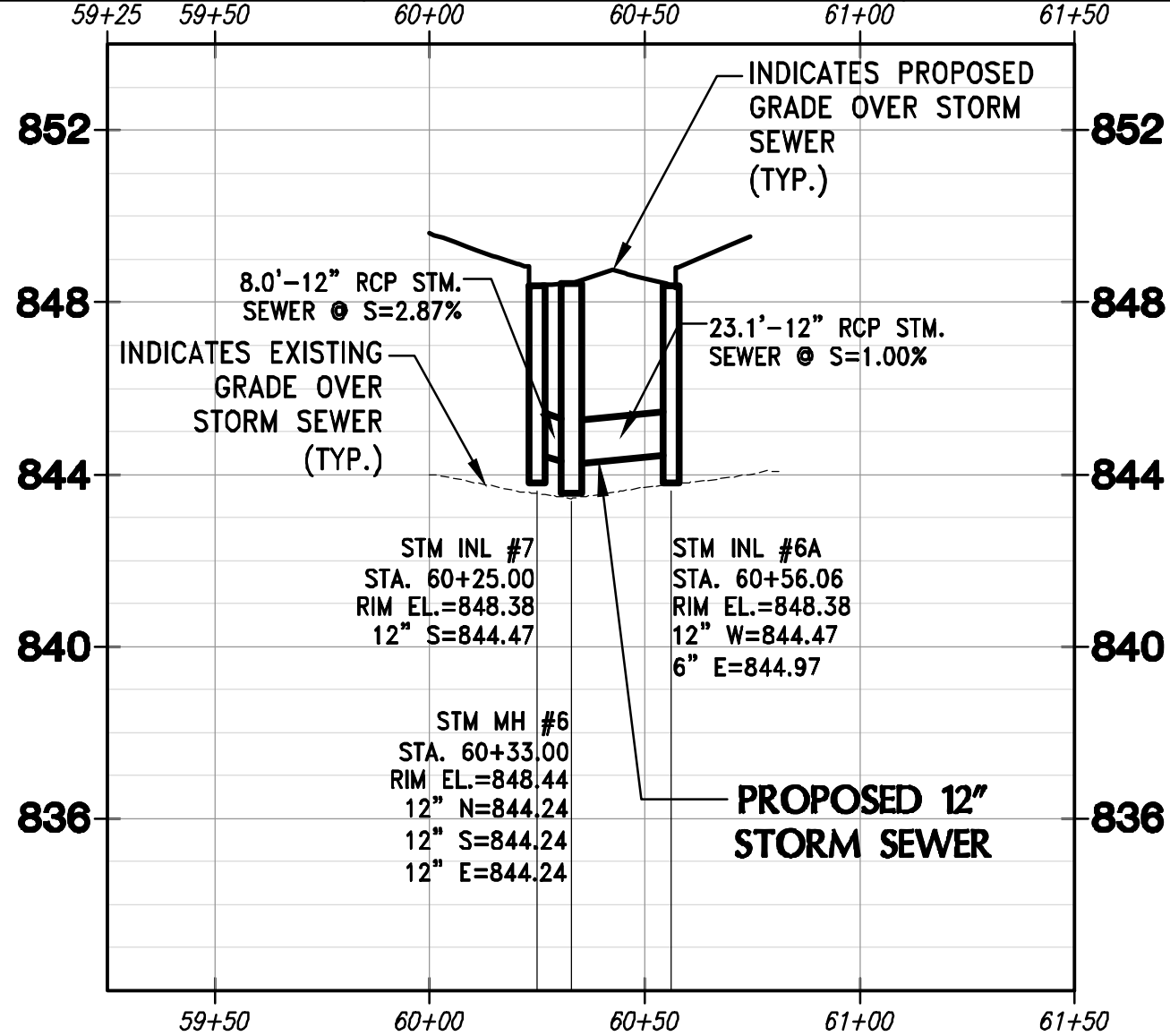
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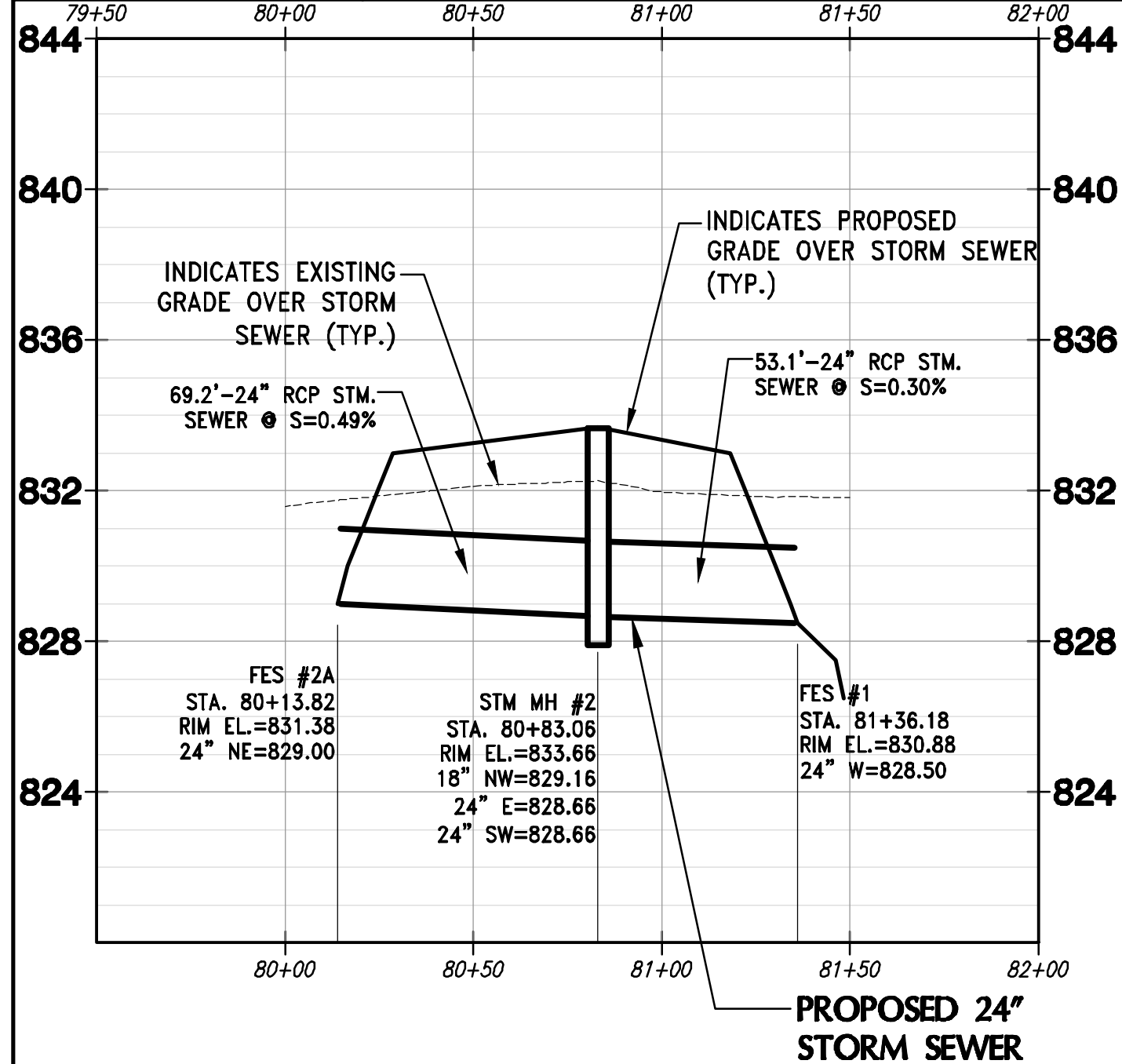
STORM SEWER

FROM: STA: 80+00 TO: STA: 81+50



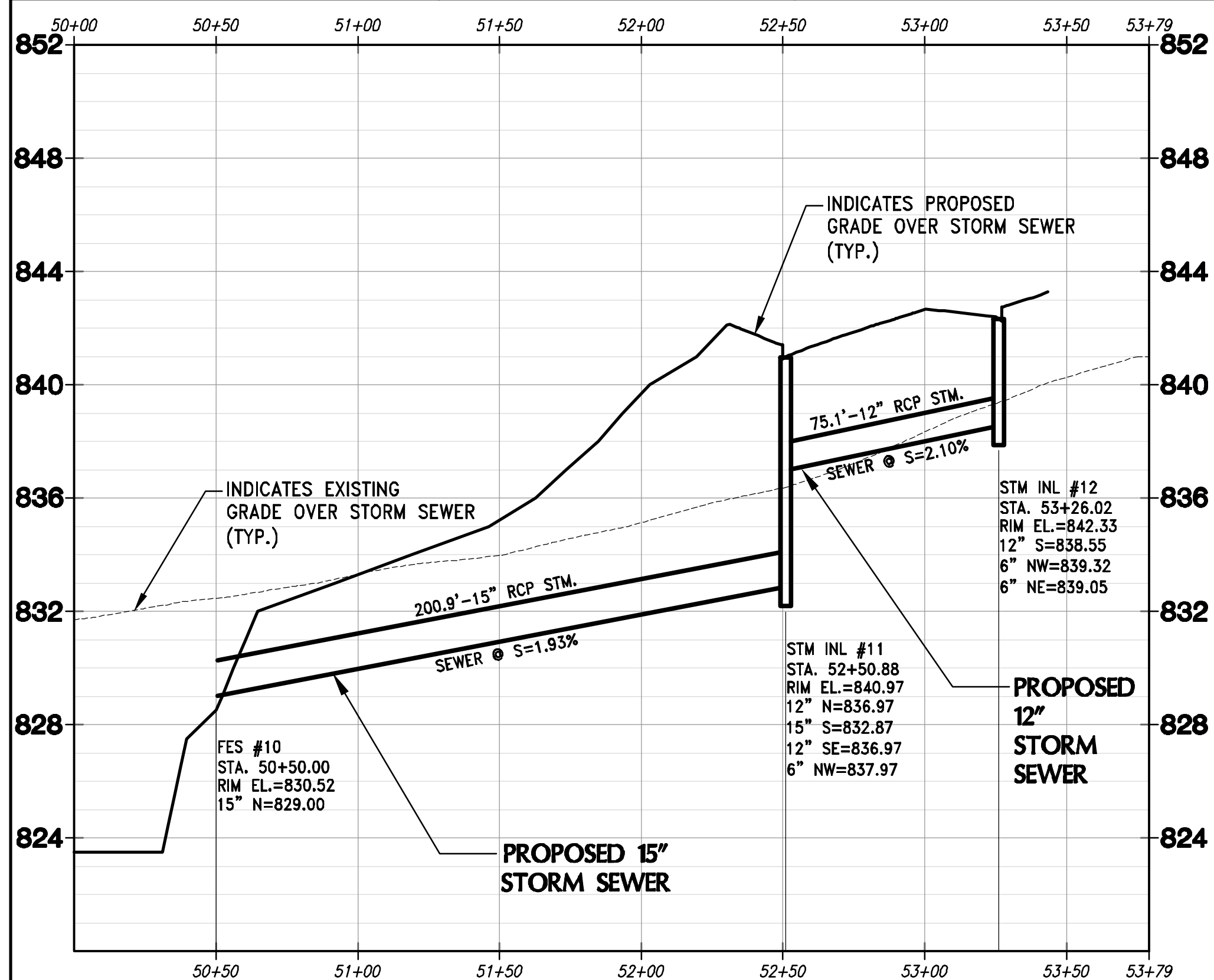
STORM SEWER

FROM: STA: 80+00 TO: STA: 81+50



STORM SEWER

FROM: STA: 50+50 TO: STA: 53+50



PROJECT:
THEOFILA ESTATES
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BY: JANSSEN BRUCKNER
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06/13/24	QTY COMMENTS

DATE:

MAY 13, 2024

JOB NUMBER:

23-041-1124

DESCRIPTION:

STORM SEWER
PLAN & PROFILE

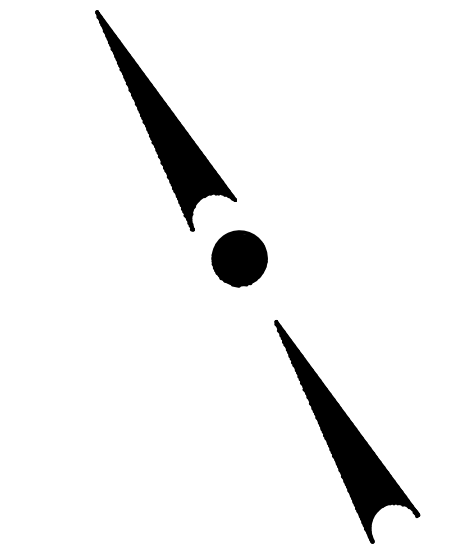
SHEET

C5.5

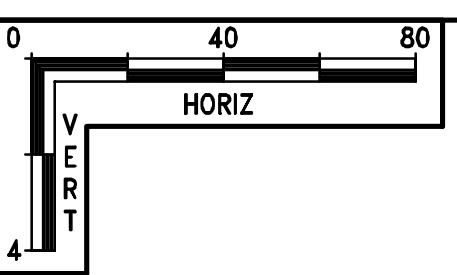


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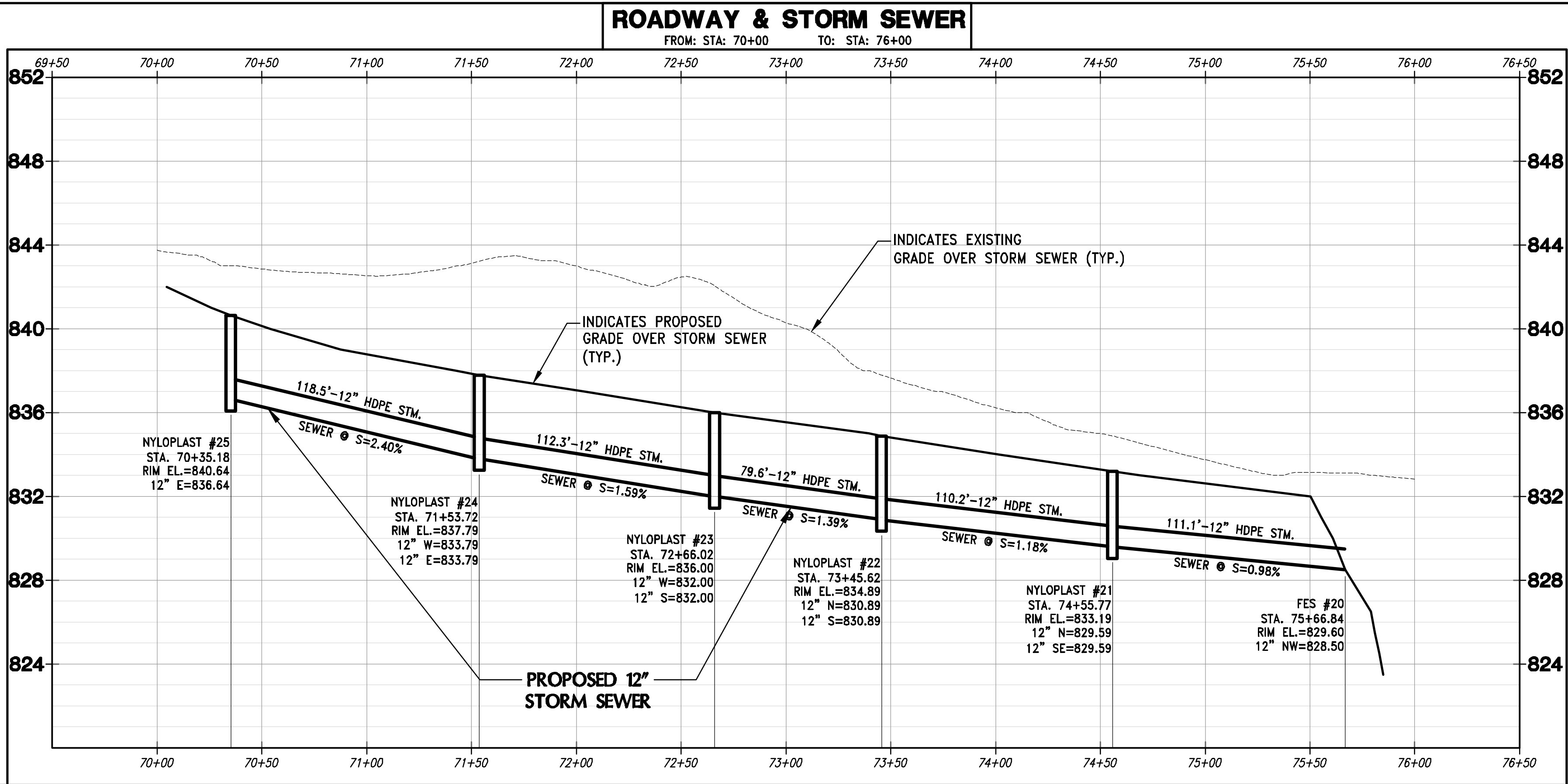
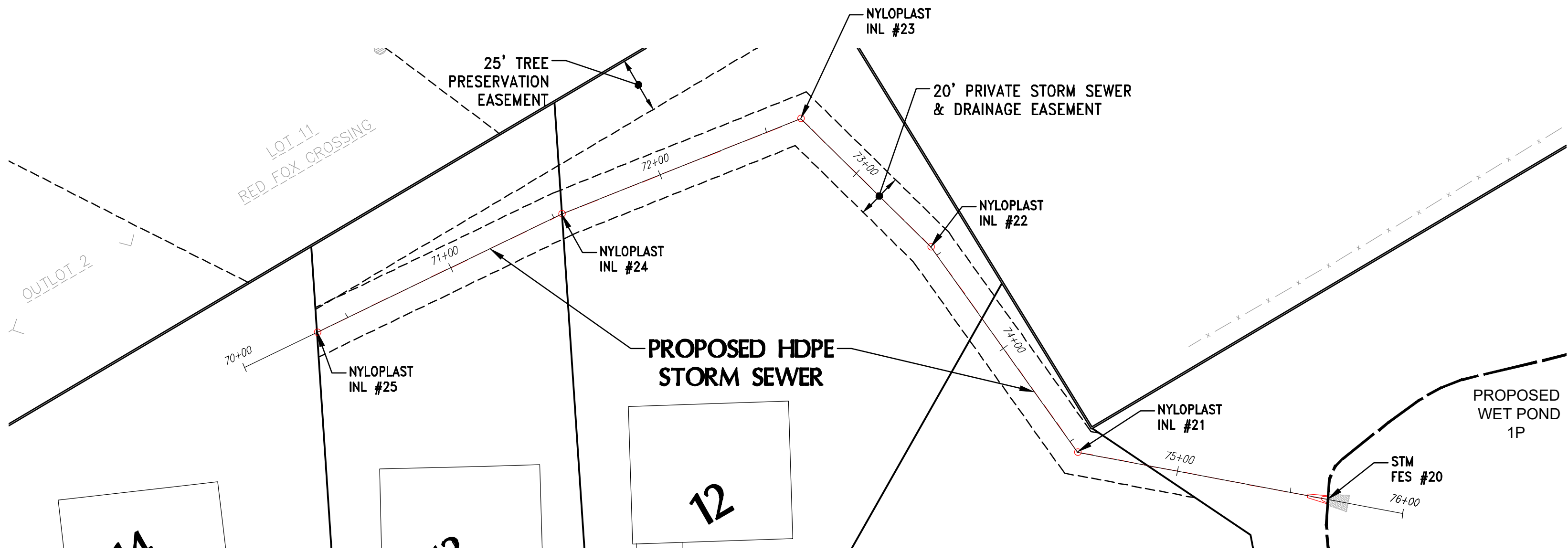


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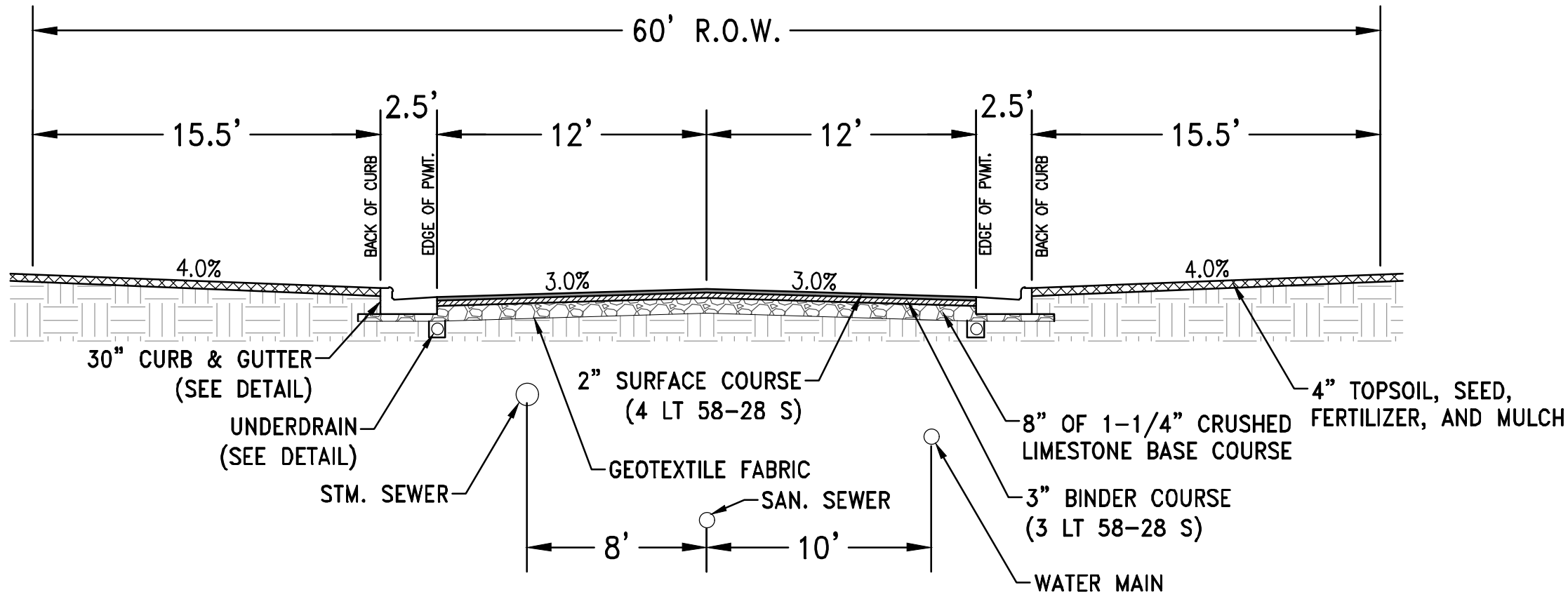
JOB NUMBER:
23-041-1124

DESCRIPTION:
**STORM SEWER
PLAN & PROFILE**

SHEET

C5.6

X:\2023\23-041-1124 THEOFILA - NEW BERLIN\DRAWINGS\CONSTRUCTION PLANS\THEOFILA_COVER AND DETAILS_22X34.DWG



TYPICAL ROADWAY CROSS SECTION
NO SCALE

MINIMUM DIMENSIONS				
	R1	R2	R3	R4
RESIDENTIAL	42'	66'	15'	40'
COMMERCIAL	45'	66'	40'	65'
INDUSTRIAL	45'	66'	40'	65'

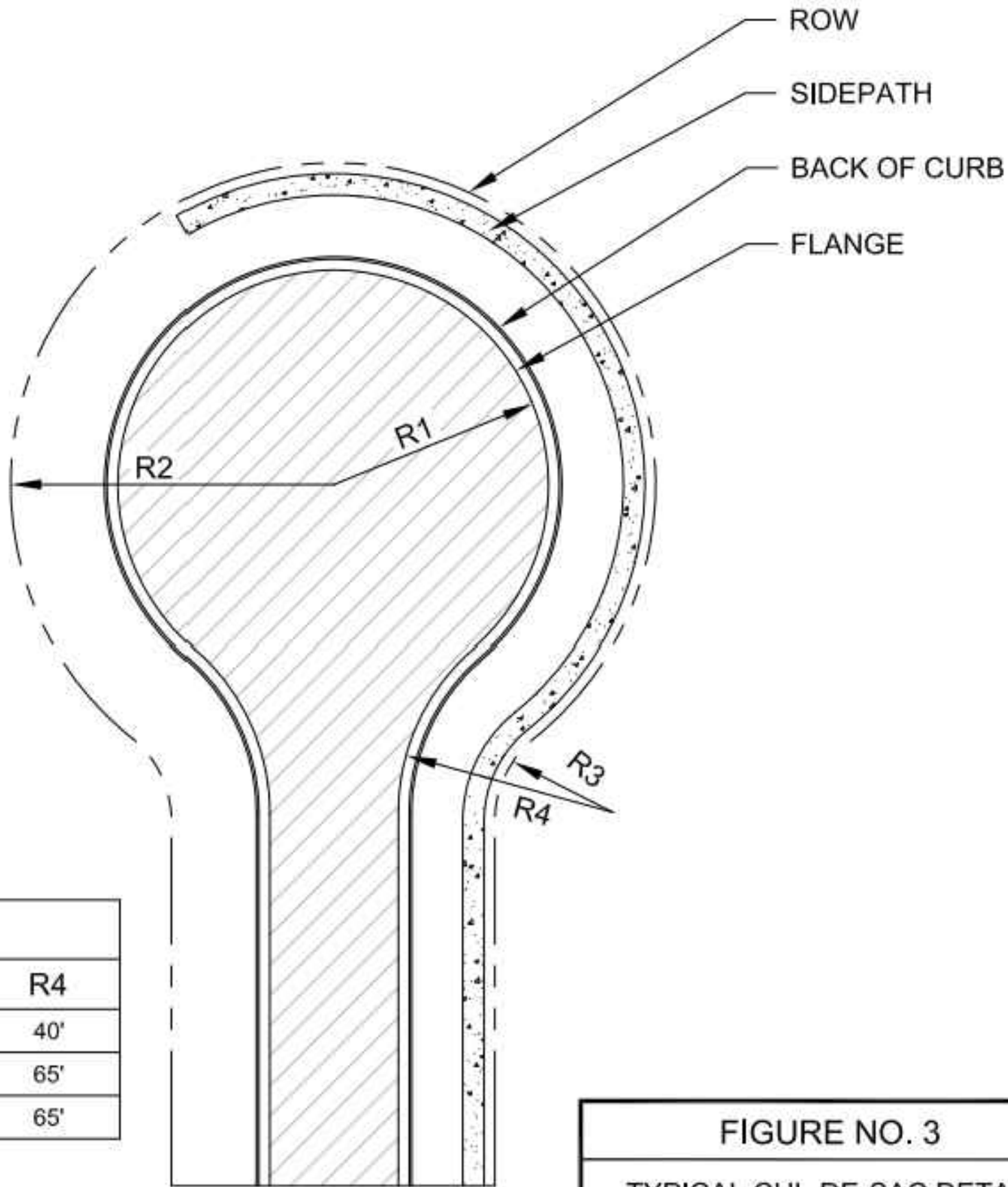


FIGURE NO. 3
TYPICAL CUL-DE-SAC DETAIL
CITY OF NEW BERLIN
ENGINEERING DEPARTMENT
DRAWN BY: JMS/NLH DATE: 2/01, REV 5/16 SCALE: NTS

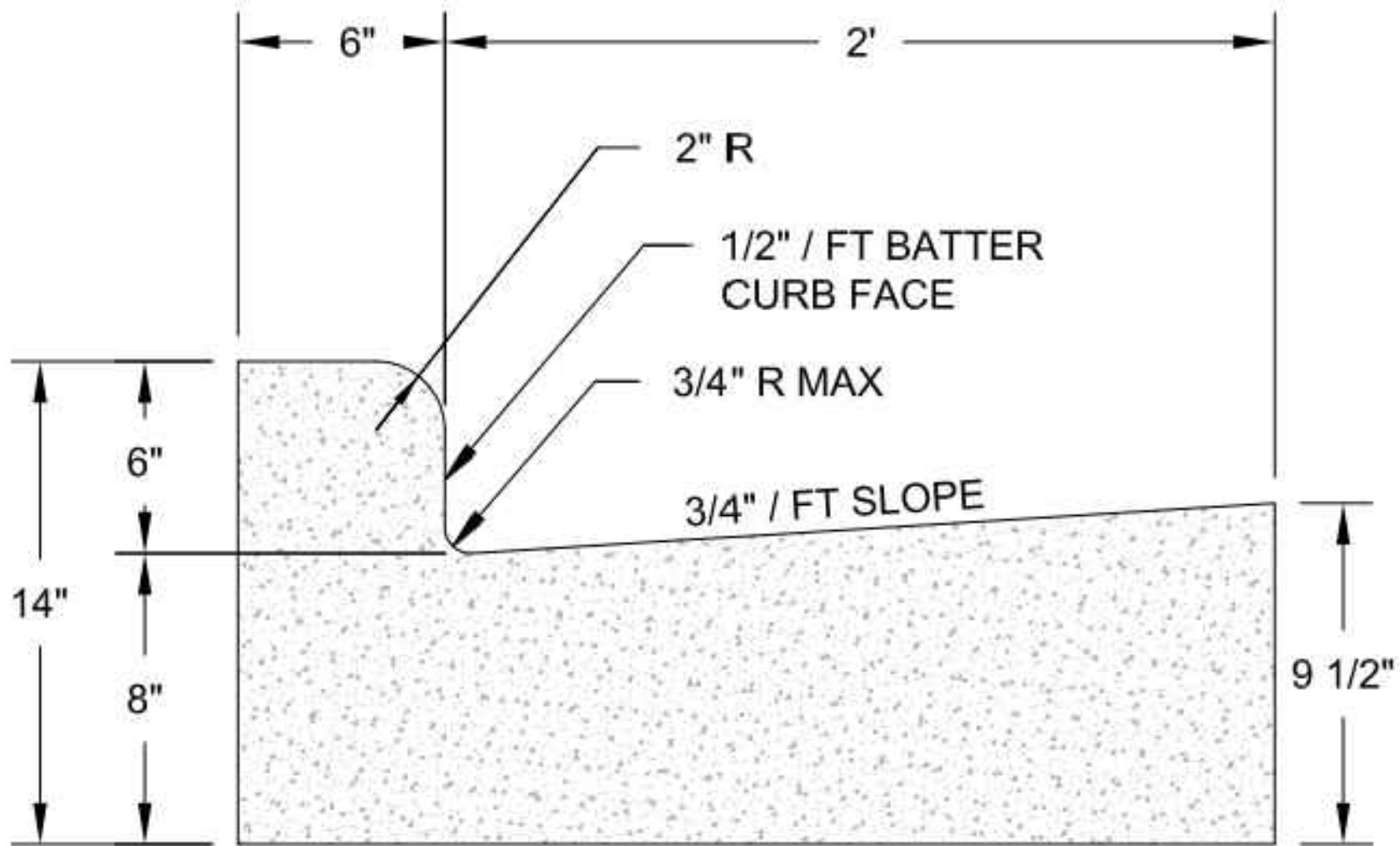


FIGURE NO. 6
CONCRETE CURB AND GUTTER 30-INCH
CITY OF NEW BERLIN
ENGINEERING DEPARTMENT
DRAWN BY: JMS/NLH DATE: 2/01, REV 5/16 SCALE: NTS

WISCONSIN

DANIEL SCHEIDT
E-4820-6
FORT ATKINSON, WI

PROFESSIONAL ENGINEER

DESIGN • LAND SURVEYING

TRIO

CIVIL ENGINEERING

4100 N. CALHOUN RD., SUITE 300
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JOB NUMBER:
23-041-1124

DESCRIPTION:
CONSTRUCTION
NOTES & DETAILS

SHEET
C6.0



June 11, 2024

TO: Common Council
Mayor Ament
Alderman Stribl

FROM: Sarah Holtz on behalf of the Fourth of July Commission

RE: Items from the May 1, 2024 Fourth of July Commission Meeting requiring Common Council action.

A.	Recommend to the Common Council approval of a contract with BCI Entertainment LLC in the amount of \$20,000 for 4th of July Festival Drone show on July 5th 2024
<u>Council Motion:</u>	
	This item was considered at the Fourth of July Commission meeting on May 1, 2024. It was recommended to the Common Council on a vote of 10 - 1. I do hereby make a motion to approve the contract with BCI Entertainment in the amount of \$20,000 for the 4th of July Festival drone show.



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Polly Oldenburg, 4th of July Coordinator

DATE: 5-31-24

REQUESTED ACTION: Recommend to the Common Council approval of a contract with BCI Entertainment LLC in the amount of \$20,000 for 4th of July Festival Drone show on July 5th 2024.

FISCAL IMPACT: \$20,000 will be fundraised by the 4th of July commission in an effort to offset the expense of this year's Done Show.

RATIONALE/BACKGROUND: Per the 4th of July Contract Policy, any contract with a face value or aggregate value of \$10,000 or more must be approved by the Common Council. Therefore, the Commission respectfully recommends the Common Council's approval of this agreement with BCI Entertainment LLC in the amount of \$20,000. This agreement has been reviewed and approved as to its form by the City Attorney.

CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE
5th OF JULY DRONE SHOW

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and part of the contract between the City of New Berlin a Wisconsin Municipal corporation with its principal office and place of business located at 3805 S. Casper Rd. New Berlin, WI 53151 (hereinafter referred to as "City") and BCI Entertainment LLC with its principal office and place of business located at 10508 7 Mile Road, Caledonia, WI 53108 hereinafter referred to as the Service Provider identified below. These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the "Services" between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: Service Provider will perform a drone show on July 5th 2024 for the City of New Berlin 4th of July Family Festival using 200 drones. The drone show will be a display a multitude of visual effects in a patriotic theme. The drone show will last approximately 15 minutes and will be launched and flown solely within the lateral confines of Diamonds #7,8, 9 at Malone Park, 16400 W. Al Stigler Pkwy, New Berlin WI 53151 and will not extend beyond the area of said Diamonds 7, 8, and 9.

Dates on which services are to be provided: July 5th 2024

The Services being provided hereunder shall be completed on or before: July 5th, 2024

The cost of the Services being provided are as follows: \$20,000

2. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

3. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

4. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting

work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

5. Insurance and Permits. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and which have an A.M. Best A rating or better with such limits as the City may establish and require from time to time. Specifically the Service Provider shall carry general liability coverage with limits of not less than \$2,000,000.00. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected. In addition, the contractor will obtain all necessary permits from all governmental entities with jurisdiction, including but not limited to the FAA.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

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

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract. Adverse weather delays or cancellations may also be ordered at the direction of the Police Department, Fire Department, or Emergency Management.

11. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

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

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

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

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the

continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.

- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

15. Warranty. Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

16. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

17. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with applicable FAA requirements, OSHA and applicable City of New Berlin ordinances and Wisconsin State statutes and Administrative code and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

Additionally, the City agrees to assist in the protection of the site from which the drones will be launched and flown as depicted on the attached map, Exhibit A so as to prevent unauthorized persons from entering that area. The Drone show will be conducted only within the area identified in the attached map, Exhibit A. The Service Provider further agrees to inspect the launch area as well as the display areas where drones may fall to ensure that the drones will not fall in any viewing area. The Service Provider further agrees to inspect the display area and to account for all drones and drone parts at the end of the show to ensure that the display area is in the same condition that existed prior to the commencement of the show. The contractor will ensure that the area will remain secured during the performance.

18. Hold Harmless. The Service Provider will defend, indemnify and hold harmless the City its elected officials, employees officers and assigns as and against any claims, actions, demands or causes of action brought or personal injuries, property damage, expenses or other damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees incurred in the defense or management of such claims. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

19. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss or damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees. Notwithstanding the foregoing BCI Entertainment LLC agrees to waive its rights of indemnification as described in paragraph 6 of their scope of services in their entirety. The City of New Berlin does not waive its statutory immunities and the statutory limits on the claims that could be made against it under Wis Stat Sec 893.80. The City of New Berlin does not consent to indemnify BCI Entertainment LLC under any circumstances.

20. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City. Since this event will occur during the 4th of July holiday the total compensation being provided for herein is inclusive of any holiday expense or compensation to the Service Provider's employees. No additional compensation shall be due the Service Provide as a result of the timing of the performance of the event.

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

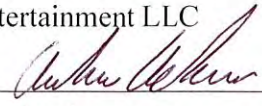
22. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public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

CITY:
City of New Berlin

By: _____

[Print Name & Title]

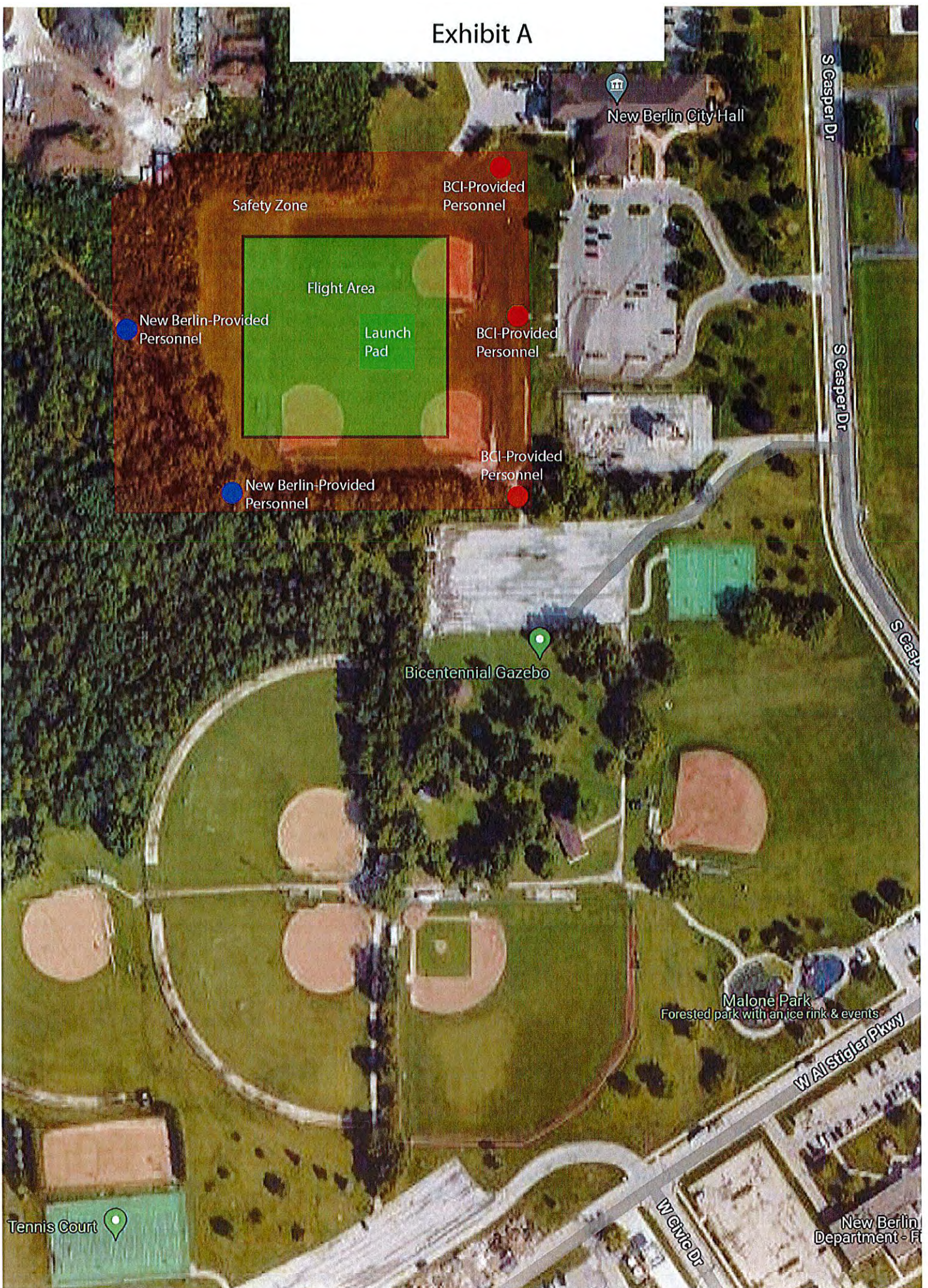
SERVICE PROVIDER:
BCI Entertainment LLC

By:  _____

 COO

[Print Name & Title]

Exhibit A



ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

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

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

5. Contract Work Hours of the Safety Standards Act.

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

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

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



8425 WI 38, Caledonia, WI 53108

DRONE LIGHT SHOW CONTRACT

This contract shall be effective the later of the dates signed below, by and between BCI Entertainments, LLC (dba Northern Lights Drone Shows and herein referred to as, "BCI") and

Individual/Organization (herein, "Client"): _____

Contact Name (if different from above): _____

Mailing Address: _____

Email Address: _____ Phone: _____

Billing Contact Name: _____

Billing Address: _____

Billing Email Address: _____ Billing Phone: _____

This contract engages the services of BCI under the following terms:

1. PAYMENT TERMS:

Payment(s) shall be made by EFT, ACH, or credit card. Within 7 days of signing this Contract, Client shall pay a deposit of 25%, to be applied to the total contract price. The deposit must be received to guarantee the event date. The remaining balance shall be paid as follows: An additional 25% to be paid no less than seven (7) calendar days prior to the event date; and the final 50% to be paid within seven (7) days after the event date unless specified differently on pages 3 and 5 of this agreement.

2. CREDIT CARD AUTHORIZATION AND CHARGES:

All invoices are based on a cash discount, credit cards are subject to convenience fees. BCI accepts all major credit cards for payments of events, a 3% convenience fee will be applied. By signing this contract (when providing a credit card for payment) you authorize BCI to process payments on the credit card for Retainer Fee and/or any unpaid balance owed as per the terms of this contract, unless arrangements have been made and noted on the contract.

3. FEES & COSTS:

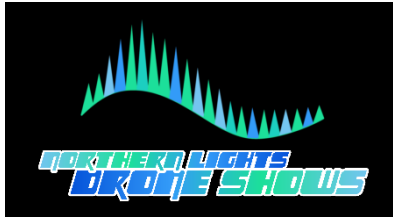
BCI is responsible for the acquisition of any state and local permits. Client shall waive any fees or costs associated with local permits to the extent it has the authority to do so. Client is responsible for police, fire, or other appropriate protection necessary for proper crowd control, safety, and security during the event as well as all fees and costs associated.

4. INSURANCE:

BCI shall provide general liability insurance in the amount of \$2,000,000 (two million) per occurrence. Client shall be listed as additionally insured on the certificate of insurance.

Client Initials: _____

BCI Initials: _____



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5. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, BCI reserves the right to use the production for promotional use, including but not limited to the capturing of video and photographs at any time or place during the event.

6. HOLD HARMLESS:

The Client agrees to hold harmless and indemnify BCI for any and all costs and liabilities, which may be incurred as a result of the failure of the Client to comply with its obligations and responsibilities under this contract, or the actions of individuals other than the pilots, crew or employees of BCI. The Client shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from BCI, including, without limitation, loss of income, business or profits.

7. FORCE MAJEURE:

Neither party will be responsible to the other party for any failure to fulfill obligations under the contract due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, riots, earthquakes, shortages, natural disasters or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence") resulting in or causing the cancellation of the planned show. Provided the party affected by the Force Majeure Occurrence notifies the other party in writing. The affected party shall resume performance of its obligation as soon as reasonably practicable after the removal of the cause. In the event of force majeure, BCI will apply all monies towards the agreed upon rain date referenced below in this contract (the "Rain Date"). If it is determined the Rain Date suffers a Force Majeure Occurrence, BCI will apply all monies towards a new date within this same calendar year, pending availability.

8. TERMS AND CONDITIONS:

This Contract shall be governed by laws of the State of Wisconsin. A court of competent jurisdiction within Waukesha County, Wisconsin shall be the venue for any dispute. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. In the event of any legal dispute, the losing party shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Contract.

9. ENTIRE AGREEMENT:

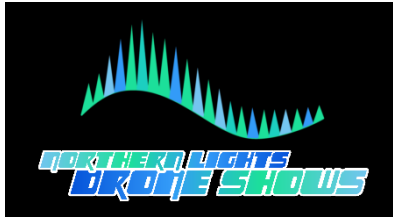
This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; any and all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

10. POSTPONEMENT:

BCI will strive to execute the show as planned. At the discretion of BCI, the show may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, BCI shall instead perform the obligations for the event on the "Rain Date". In the event of further postponement, the Client may reschedule the show to a mutually agreed upon alternate date within the same calendar year of the original date. If the show is not rescheduled it shall be subject to cancellation. The Client shall be responsible for the reasonably incurred, direct costs of executing the show on the alternate date. Direct costs may include transportation, labor, and fees, and are listed on page 3 ("Rain date costs"). Subsequent postponements, if necessary, shall be subject to the same conditions.

Client Initials: _____

BCI Initials: _____



8425 WI 38, Caledonia, WI 53108

11. CANCELLATION:

If the Client elects to cancel the display ninety (90) or more days prior to the show date, the Client will forfeit the 25% retainer to BCI. If the Client cancels the display less than ninety (90) prior to the show date, the Client shall pay BCI 50% of the total contract amount plus incurred governmental fees. If the client cancels less than thirty (30) days prior to show date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display to within the same calendar year of the originally scheduled date, the Client shall pay BCI 100% of the total contract amount plus incurred governmental fees.

12. WORKFLOW:

BCI shall provide licensed pilots, which in addition hold a current Part 107, (Small Unmanned Aircraft Certificate) who will adhere to all local, state, and federal regulations when operating the UAVs. In addition, said pilot will deliver, set-up, execute, and dismantle the drone shows in adherence with Federal Aviation Administration (FAA) regulations as adopted by the Federal Government. The Client shall allow sufficient time for BCI to access and safely set up the show. Upon request by BCI, Client shall provide a means of transporting equipment to the launch site if the terrain is not suitable for passage by vehicle. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the fleet and equipment. Following the show, BCI shall remove all equipment.

13. SAFETY & SECURITY:

The Client agrees to cooperate with requests of BCI regarding the safety and security of the shows. In the event such requests are not resolved, BCI reserves the right to withdraw all equipment, the fleet, employees, and personnel without refund. The client shall be responsible for preventing unauthorized access to the launch site and flight perimeter during the set-up, flight, and tear out of equipment. BCI reserves the right to stop the show if unauthorized persons enter the secured perimeter.

14. SHOW DATE & BUDGET:

This addendum can be used for up to five (5) drone light shows:

Show Date(s):	<u>7/5/24</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Rain Date(s):	<u>7/6/24</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Show Cost(s):	<u>\$20,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Travel Cost(s):	<u>\$0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Cost(s):	<u>\$ 20,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Rain Date Cost(s): \$2,000
(If utilized)

Deposit Amount(s):	<u>\$5,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Deposit Due Date(s):	<u>Sign Date + 7 Days</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
1 st Payment Amount(s):	<u>\$5,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
1 st Payment Due Date(s)	<u>6/28/24</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Final Payment Amount(s):	<u>\$10,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Final Payment Due Date(s):	<u>7/12/24</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Client Initials:

BCI Initials:



8425 WI 38, Caledonia, WI 53108

15. SHOW SPECIFICATIONS:

Show Description:

Drone light show for New Berlin's Independence Day Celebration. The show will be patriotic themed and feature logos, imagery, and music requested by New Berlin's 4th of July Committee as well as other patriotic type imagery. Northern Lights Drone Shows will work with the committee to design the show and share progress updates along the way. The final design will be shared with the committee for their approval before the event.

Show Location: Malone Park, New Berlin, WI

Show Length: 14-15 minutes

Approximate Start Time: _____

Name of Person Cueing Start of Show: _____

16. SHOW CONTACT(S):

Primary On-Site Contact Person: _____

Name: _____

Cell Phone: _____

Email Address: _____

Secondary On-Site Contact Person (if applicable):

Name: _____

Cell Phone: _____

Email Address: _____

By signing below, I accept all terms and conditions of this agreement and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of **Client:**

Signature: _____

Print Name: _____

Title: _____

Date: _____

On behalf of **BCI Entertainment, LLC**

Signature: _____

Print Name: _____

Title: _____

Date: _____



8425 WI 38, Caledonia, WI 53108

Payment Schedule

Payment Number	Payment Date	Amount Due
Deposit	Signature Date + 7 Days	\$5,000
Payment 1	6/28/24	\$5,000
Payment 2	7/12/24	\$10,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coverra Insurance Services, Inc. 535 Industrial Drive P.O. Box 253 Sparta WI 54656	CONTACT NAME: Rebecca Stritchko PHONE (A/C, No, Ext): 608-269-2127 E-MAIL ADDRESS: rstritchko@coverrainurance.com FAX (A/C, No): 608-269-2130
INSURED Bear Country, Inc & Bear Country Holding, LLC BCI Entertainment LLC 8425 State Hwy 38 Caledonia WI 53108	INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance, A Mutual Company INSURER B: Cincinnati Insurance (Direct Market) INSURER C: Global Aerospace INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 988886153**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CP3379261	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A3379262	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU3379264	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC3379263	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Cyber Liability EPLI & D&O Drone Liability			EMP 0673985 9029723	12/31/2022 8/5/2023	12/31/2025 8/5/2024	250,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Secura Insurance General Liability & Auto policies include a blanket additional insured endorsement including primary & non-contributory & waiver of subrogation.

Secura Insurance Workers Compensation policy includes a blanket additional insured endorsement

Inland Marine policy includes a blanket \$250,000 limit for leased & rental equipment

Drone liability coverage in place with a \$2,000,000 liability limit- operating entity BCI Entertainment LLC- liability coverage includes a blanket additional insured See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin
3805 S Casper Dr
New Berlin WI 53151

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Coverra Insurance Services, Inc.		NAMED INSURED Bear Country, Inc & Bear Country Holding, LLC BCI Entertainment LLC 8425 State Hwy 38 Caledonia WI 53108
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

endorsement, including primary & non-contributory & waiver of subrogation

Secura Insurance excludes aircraft liability

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ELITE GENERAL LIABILITY WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the coverages provided in this Endorsement. This Endorsement is applicable only to those premises described in the Declarations.

SCHEDULE

Coverage	Limit
I. COVERAGE EXTENSIONS	
A. BROADENED MEDICAL PAYMENTS	Amended
B. EXTENDED PROPERTY DAMAGE	Included
C. NON-OWNED AIRCRAFT HIRED WITH CREW	Included
D. NON-OWNED WATERCRAFT	Less than 65 feet
E. PERSONAL AND ADVERTISING INJURY – BROAD FORM	Included
II. AUTOMATIC ADDITIONAL INSURED	
A. ADDITIONAL INSURED BY WRITTEN AGREEMENT	Included
B. BUILDING OWNER	Included
C. CO-OWNER OF INSURED PREMISES	Included
D. CONCESSIONAIRES TRADING UNDER YOUR NAME	Included
E. FRANCHISOR	Included
F. FUNDING SOURCE	Included
G. GRANTOR OF PERMITS	Included
H. LESSOR OF LEASED EQUIPMENT	Included
I. MORTGAGEE, ASSIGNEE OR RECEIVER	Included
J. OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED	Included
K. STATE OR POLITICAL SUBDIVISIONS	Included
III. BROADENED DEFINITION OF INSURED	
A. BROADENED NAMED INSURED	Included
B. LIMITED FELLOW EMPLOYEE	Included
IV. SUPPLEMENTARY PAYMENTS INCREASED LIMITS	Included
V. SUPPLEMENTARY PAYMENTS EXTENSIONS	
A. BUSINESS TRAVEL ACCIDENT BENEFIT	\$75,000
B. CATASTROPHE EMPLOYEE CARE COSTS	\$150,000
C. CONFERENCE CANCELLATION	\$25,000
D. EMERGENCY REAL ESTATE CONSULTING FEE	\$75,000
E. EMPLOYEE OR VOLUNTEER INDEMNIFICATION DEFENSE COVERAGE	\$25,000
F. FUNDRAISING EVENT BLACKOUT	\$50,000
G. IDENTITY THEFT EXPENSE	\$75,000
H. IMAGE RESTORATION AND COUNSELING	\$75,000
I. KIDNAP EXPENSE	\$75,000
J. POLITICAL UNREST	\$75,000
K. TEMPORARY MEETING SPACE EXPENSE	\$50,000
L. TERRORISM TRAVEL REIMBURSEMENT	\$75,000
M. TRAVEL DELAY REIMBURSEMENT	\$3,000
N. UNPAID DONATION PLEDGES	\$75,000
VI. CONDITIONS	
A. DUTIES AFTER LOSS REDEFINED	Included
B. PRIMARY AND NONCONTRIBUTORY	Included
C. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	Included
VII. DEFINITIONS	
A. BODILY INJURED REDEFINED	Included
B. MOBILE EQUIPMENT AMENDMENT	Included
VIII. UNINTENTIONAL FAILURE TO DISCLOSE	Included

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

I. COVERAGE EXTENSIONS

A. BROADENED MEDICAL PAYMENTS

If Medical Expense Payments coverage applies:

1. SECTION I – COVERAGES; COVERAGE C MEDICAL PAYMENTS on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

The reporting period as shown in paragraph 1.a.(3)(b) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.

2. The Medical Expense Limit is amended to the amount shown on the Declarations.

B. EXTENDED PROPERTY DAMAGE

1. SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; a. Expected Or Intended Injury on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced by the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. The following is added to SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; j. Damage to Property on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy. For the purposes of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

The insurance afforded by this provision is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such insurance is primary, excess, contingent or issued on any other basis.

C. NON-OWNED AIRCRAFT HIRED WITH CREW

1. SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto Or Watercraft on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM does not apply to an aircraft that is:
 - a. Not owned by any insured; and
 - b. Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your “employees”.
2. This coverage does not apply if there is any other insurance for “bodily injury” or “property damage” liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

D. NON-OWNED WATERCRAFT

1. SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto or Watercraft; Paragraph (2) on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 65 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. This coverage applies to any person who, with your expressed or implied consent, either uses or is

responsible for the use of a watercraft.

3. This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

E. PERSONAL AND ADVERTISING INJURY – BROAD FORM

1. SECTION I – COVERAGES; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions; e. Contractual Liability on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted.
2. The following is added as item h. to SECTION V – DEFINITIONS; 14. "Personal and Advertising Injury" on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) You; or
 - (b) Any of your officers, directors, stockholders, partners, managers, or members.
 - (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
3. SECTION V – DEFINITIONS; 14. "Personal and Advertising Injury"; Paragraph b. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:
 - b. Malicious prosecution or abuse of process;

II. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include as an additional insured:

A. ADDITIONAL INSURED BY WRITTEN AGREEMENT

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this Endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- c. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the written agreement between the parties or the limits provided by this policy.

B. BUILDING OWNER

The owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

C. CO-OWNER OF INSURED PREMISES

Any co-owner of a premises co-owned by you and covered under this insurance whom you agree in a written agreement to include as additional insured, but only with respect to the co-owner's liability as co-owner of such premises.

D. CONCESSIONAIRES TRADING UNDER YOUR NAME

Any concessionaires trading under your name whom you agree in a written agreement to include as additional insured, but only with respect to their liability as a concessionaire trading under your name.

E. FRANCHISOR

Any person or organization whom you agree in a written agreement to include as additional insured, but only with respect to their liability as grantor of a franchise to you.

F. FUNDING SOURCE

Any person or organization whom you agree in a written agreement to include as additional insured, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

G. GRANTORS OF PERMITS

Any state or governmental agency or subdivision or political subdivision whom you agree in a written agreement to include as additional insured, subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away operations, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

H. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this Endorsement ends when their agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

I. MORTGAGEE, ASSIGNEE OR RECEIVER

Any mortgagee, assignee or receiver whom you agree in a written agreement to include as additional insured, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction, or demolition operations performed by or for such additional insured.

J. OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

1. Any owners or other interests from whom land has been leased whom you agree in a written agreement to include as additional insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land.
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

K. STATE OR POLITICAL SUBDIVISIONS

Any state or governmental agency or subdivision or political subdivision whom you agree in a written agreement to include as additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

III. BROADENED DEFINITION OF INSURED

SECTION II – WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add the following:

A. BROADENED NAMED INSURED

Any organization which you control and actively manage, and have agreed in writing on or after the effective date of this policy to name them as additional insured. However, no such organization is an insured under this Endorsement who is also an insured under another policy; or would have been an insured under another policy but for its termination or exhaustion of its limits of insurance.

B. LIMITED FELLOW EMPLOYEE

The who are not insureds in Item 2.a.(1)(a), with respect to co-“employee” does not apply to your managers and supervisors who are your “employees” while in the course of employment by you and performing duties related to the conduct of your business.

IV. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

SECTION I – COVERAGES; SUPPLEMENTARY PAYMENTS – COVERAGES A AND B on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

- A. Item 1.b., the cost of bail bonds is changed to \$5,000; and
- B. Item 1.d., actual loss of earnings is changed to \$1,000 a day.

V. SUPPLEMENTARY PAYMENTS EXTENSIONS

SECTION I – COVERAGES; SUPPLEMENTARY PAYMENTS – COVERAGES A AND B on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add the following:

At the insured's request, we will reimburse:

A. BUSINESS TRAVEL ACCIDENT BENEFIT

The insured if your current director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purposes of this SUPPLEMENTARY PAYMENT, injury means:

- 1. Physical injury to the body caused by violence, fracture, or an accident that results in loss of life not later than 180 days after the policy expiration, the date of cancellation or the date of non-renewal;
- 2. Accidental loss of limbs or multiple fingers; or
- 3. Total loss of sight, speech or hearing.

The Business Travel Accident Benefit shall not be payable if the cause of the injury or death was:

- 1. An intentional act by the insured;
- 2. An act of suicide or attempted suicide;
- 3. An act of war; or
- 4. A disease process.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

B. CATASTROPHE EMPLOYEE CARE COSTS

The insured for employee care expenses incurred, but not reimbursable by any other source, as described below for covered “catastrophic events” or by a fatal accident:

- 1. On premises you own or rent;
- 2. On ways next to premises you own or rent; or
- 3. Because of your operations;

Provided that:

- a. The “catastrophic event” takes place in the “coverage territory” and during the policy period;
- b. The expenses are incurred by you within 90 days of the accident and reported to us within 90 days of being incurred (90 day period for reporting expenses is not applicable in Missouri); and
- c. The determination of “catastrophic event” is approved by us prior to incurring the covered employee care expenses.

We will make these payments for each “catastrophic event” as described in this provision. The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

We will pay reasonable expenses for:

- 1. Counseling services for “employees” and “volunteer workers”;

2. Increased security guard services;
3. Public relations consultants;
4. Security consultant services; or
5. Any other applicable expense approved by us.

The above additional coverages are applicable at the location linked with the “catastrophic event”.

We will not pay for expenses resulting from “catastrophic events” if benefits are payable or must be provided to any person, whether they are an “employee” or not, under a workers’ compensation or disability benefits law or similar law.

Covered “catastrophic events” include violent or destructive events, other than natural catastrophe, that involve reckless acts by any person without regard for life, and involve physical harm or the threat of physical harm to individual victims who are connected with your operations; and causes emotional distress to “employees”, customers or other individuals directly connected with your operations.

C. CONFERENCE CANCELLATION

The insured for any business-related conference expenses, paid by the insured and not reimbursable by any other source, for a cancelled conference that an “employee” or “volunteer worker” was scheduled to attend and was scheduled to start during the policy period.

With respect to this coverage:

1. The insured “employee” or “volunteer worker” must have registered for the conference at least 30 days prior to the cancellation;
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference; and
3. The cancellation must be ordered during the policy period.

We will not pay for expenses resulting from a cancelled conference that the insured was hosting.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

D. EMERGENCY REAL ESTATE CONSULTING FEE

The insured for any realtor’s fee or real estate consultant’s fee required because the insured must relocate due to damage to the insured’s primary location during the policy period, which makes that location unusable for more than 72 hours.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

E. EMPLOYEE OR VOLUNTEER INDEMNIFICATION DEFENSE COVERAGE

The Named Insured, at the Named Insured’s request, for defense costs incurred by an “employee” or “volunteer worker” in a criminal proceeding if the alleged criminal wrongdoing occurred in the course of the “employee’s” or “volunteer worker’s” employment by you or while performing duties related to the conduct of your business.

The most we will pay for any “employee” or “volunteer worker” who is alleged to be directly involved in a criminal proceeding is shown on the SCHEDULE above regardless of the number of “employees” or “volunteer workers”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

F. FUNDRAISING EVENT BLACKOUT

The insured for fundraising event expenses that are incurred, and not reimbursable by any other source, due to the cancellation of a fundraising event caused by the lack of electric supply resulting in power outage, provided the fundraising event was originally scheduled to occur during the policy period and is not rescheduled. The fundraising event must have been planned at least 30 days prior to the power outage.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

G. IDENTITY THEFT EXPENSE

Any current director or officer of the Named Insured for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against the director or officer, is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period. The most we will pay under this provision is shown on the SCHEDULE above for all current directors and officers combined per policy period.

For the purposes of this SUPPLEMENTARY PAYMENT the following definitions apply:

"Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

"Identity theft expenses" mean:

1. Costs for notarizing affidavits or similar documents attesting to "identity theft" required by financial institutions or similar credit grantors or credit agencies;
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors related to the "identity theft";
3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information due to "identity theft"; or
4. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft".

H. IMAGE RESTORATION AND COUNSELING

The insured for expenses incurred for image restoration and counseling arising out of "improper acts" by any insured. Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused Insured, partners, directors, officers, "employees" or "volunteer workers" provided the Insured is not ultimately found guilty of criminal conduct, said reimbursement to occur after acquittal of the Insured.
2. The costs, charged by a recruiter or expended on advertising, of replacing an officer as a result of "improper acts"; and
3. The costs of restoring the Named Insured's reputation and consumer confidence through image consulting.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definition applies:

"Improper acts" means any actual or alleged act of:

1. Sexual abuse;
2. Sexual intimacy;
3. Sexual molestation; and/or
4. Sexual assault;

committed by any Insured against any natural person who is not an Insured. Such "improper acts" must have been committed by the Insured while in his or her capacity as an insured.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

I. KIDNAP EXPENSE

We will pay on behalf of any current director or officer of the Named Insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;

2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the Named Insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to your kidnapped director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - a. Up to 30 days after their release, if the director or officer has not yet returned to work;
 - b. Discovery of their death;
 - c. 120 days after the last credible evidence following abduction that they are still alive; or
 - d. 12 months after the date of the kidnapping.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

J. POLITICAL UNREST

Any current director, officer, "employee" or "volunteer worker" of the Named Insured while traveling outside the United States of America for "emergency evacuation expenses" directly related to the conduct of your business that are incurred as a result of an incident of "political unrest". The "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definitions apply:

"Emergency evacuation expense" means:

1. Additional lodging expenses;
2. Additional transportation expenses;
3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of "political unrest"; and
4. Translation services, message transmittals and other communication expenses;

provided these expenses are not reimbursable by any other source.

"Political unrest" means:

1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risk to the security of citizens of the United States;
2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
3. A condition of disturbance, turmoil or agitation within a foreign country that constrains the United States Government's ability to assist citizens of the United States, due to closure or inaccessibility of an embassy or consulate or because of a reduction of its staff;

for which either an alert or travel warning has been issued by the United States Department of State.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

K. TEMPORARY MEETING SPACE RENTAL

The insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

L. TERRORISM TRAVEL REIMBURSEMENT

Any current director or officer of the Named Insured for any "emergency travel expenses" incurred, and not reimbursable by any other source, as a result of a "Certified Act of Terrorism" during the policy period.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definitions apply:

"Certified Act of Terrorism" means any act so defined under the Terrorism Risk Insurance Act, including its amendments and extensions.

"Emergency travel expenses" means:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a common carrier resulting directly from and within 48 hours of a Certified Act of Terrorism; and
2. The increased amount incurred in air or train fare which may result from rescheduling comparable transport cancelled by a common carrier in direct response to a Certified Act of Terrorism.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

M. TRAVEL DELAY REIMBURSEMENT

Any current director or officer for any "non-reimbursable expenses" they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier during the policy period.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definition applies:

"Non-reimbursable expenses" means the following travel-related expenses incurred after a 72 hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and
4. Emergency prescription and non-prescription drug expenses.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

N. UNPAID DONATION PLEDGES

The insured for "unpaid donation pledges". The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined.

With respect to any "unpaid donation pledge", the following applies:

1. The donor must not have been in bankruptcy, or have filed for bankruptcy or reorganization in the past seven years prior to the time the pledge was made to the insured;
2. For non-cash donation, payment by us of an "unpaid donation pledge" will be based on the fair market value of the non-cash donation at the time of the request for reimbursement;
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "unpaid donation pledge":
 - a. Neither the natural person donor nor the insured shall have reason to believe the donor would become unemployed or incapacitated subsequent to the pledge date;
 - b. The donor shall be unemployed or incapacitated for at least 60 days prior to us making payment; and
 - c. The insured, at the time of the request for reimbursement, must provide written documentation of the donor's unemployment status.
4. No payments will be made by us for any written pledge of funds or other valuable tangible property that is dated prior to the policy period; and
5. A donation amount which is to be collected by the insured over more than a 12 month period shall be deemed a single donation commencing from the date of the pledge.

For the purposes of this SUPPLEMENTARY PAYMENT the following definition applies:

“Unpaid donations pledges” mean a written notice to the insured during the policy period of:

1. The bankruptcy or reorganization of any donor when such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other valuable tangible property to the insured; or
2. The unemployment or incapacitation of a natural person donor preventing such donor from honoring a prior written pledge of funds or other valuable tangible property of the insured.

The SUPPLEMENTARY PAYMENTS listed above will not reduce the limits of insurance. However, we will not be obligated to reimburse any insured for any SUPPLEMENTARY PAYMENTS listed above, after the limits of insurance of this policy have been exhausted by the payment of judgments or settlements.

VI. CONDITIONS

A. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Notice of Occurrence or an Offense

a. The requirement in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; Paragraph a. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we are notified of an “occurrence” or an offense only applies when the “occurrence” or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An officer of the corporation or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

2. Notice of claim or suit

a. The requirement in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; Paragraph b. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we receive notice of a claim or “suit” applies only when the claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An officer of the corporation or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

B. PRIMARY AND NONCONTRIBUTORY

As respects the coverage provided under this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance; Paragraph b. Excess Insurance on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written agreement with an additional insured described in SECTION II of this Endorsement specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and, when required, not contributing with any other insurance available to the additional insured which covered that person or organization as a named insured.

C. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 8. Transfer Of Rights Of Recovery Against Others To Us on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its rights in a written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or

organization prior to loss.

VII. DEFINITIONS

A. BODILY INJURY REDEFINED

SECTION V – DEFINITIONS; 3. “Bodily injury” on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

3. “Bodily injury” means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

B. MOBILE EQUIPMENT AMENDMENT

The following is added to the part of SECTION V – DEFINITIONS; 12. “Mobile Equipment” on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM dealing with equipment designed primarily for snow removal, road maintenance, or street cleaning:

But, this section does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight regardless of whether or not they are subject to any compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Self-propelled vehicles of less than 1,000 pounds gross vehicle weight are considered “mobile equipment”.

VIII. UNINTENTIONAL FAILURE TO DISCLOSE

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by the COMMERCIAL GENERAL LIABILITY COVERAGE FORM will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Entity Name	Contract Project Number	or	Description of Work	Waiver Type
WI	Blanket Subrogation		Waiver of	Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured	Bear Country, Inc Insurance Company	Policy No.	20-WC-003379263-1	Endorsement No.	003	Premium \$
		Countersigned by				

SECURA Insurance Company

WC 00 03 13

(Ed. 4-84)

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**GENERAL INSTRUCTIONS TO BIDDERS
AND
SPECIFICATIONS FOR
ROOF PROJECT**



**NEW BERLIN HILLS CLUBHOUSE
BUILDING ENVELOPE PROJECT**

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INVITATION TO BID

Project: **New Berlin Hills Clubhouse Building Envelope Project**
13175 W Graham Street, New Berlin, WI 53151

1. Bids will be prepared in accordance with Contract Documents prepared by ***The Garland Company***, Phone (920) 309-2179, 6710 W Wisconsin Ave, Wauwatosa, WI, and dated April 10th, 2024.
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 10:00 A.M. CST/CDT on May 7th, 2024.
3. Bids will be publicly read at 10:05 a.m. on May 7th, 2024 in the Council Chambers at New Berlin City Hall located at 3805 S. Casper Drive, New Berlin, WI.
4. Oral, faxed or e-mailed Bids will be rejected.
5. All blanks on the Bid Form shall be filled in by typewriter print or manually in ink. If the filled areas are illegible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid Form or qualify the Bid in any manner.
6. Where so indicated on the Bid Form, the values shall be expressed in both words and figures. In the event of discrepancy between the words and figures, the amount written in words shall govern.
7. Bids will be submitted using the Bid Forms provided herein. Bid security shall be by a qualified surety in the form of a bid bond, in the amount of five percent (5%) of Bid amount, and shall be submitted with the Bid. Bidders shall agree to not withdraw the Bid for a period of ninety (90) days after due date of Bids.
8. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract prices, satisfactory Performance Bond, Labor and Material Payment Bond and Certificate of Insurance.
9. Bidding Documents will be available on April 10th, 2024. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #9046039 – Bid/RFP Listing. Documents will available for download. Documents will not be mailed. **It is the responsibility of prospective Bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All addenda must be acknowledged on the signature page in the area provided. Failure to do so may result in your response being rejected.**
10. Pre-Bid meeting and walkthrough on April 25th, 2024 at 10:00 AM. Meeting location is

New Berlin Hills golf Course, 13175 W Graham Street, New Berlin, WI. Parking is available in the side parking lot. **Please be on time as no accommodations will be made for late arrivals, this is a Mandatory Pre-Bid Meeting. NOTE: This will be the only opportunity for a walk through, therefore, be sure to bring all potential subcontractors. Vendors are also reminded to review all Bid Documents, etc. prior to arrival.**

12. The right to reject any or all Bids, either in whole or in part, or to waive any informalities or irregularities is reserved by City of New Berlin.

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

Statement of General Purpose and Intent

These General Instructions to Bidders and Specifications for Roof Project are intended to set forth the terms and specifications that will be the basis for a contract for the described project based on the competitive bidding procedures described herein. All qualified contractors are invited to participate in the bidding process.

General Project Requirements & Information

The Owner, the Owner's Representatives, and the Contractor shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the project Contract is awarded. The Contract Documents consist of these General Instructions to Bidders and Specifications for Roof Project, Drawings, Addenda issued prior to bid opening, and written modifications issued after bid opening.

1. Owner's Representative

The Owner's Representative is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. **Bob Loochauis, Facilities Supervisor** will serve as the Owner's Representative. The owner's representative, among other rights, have the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract and also have the authority to reject any and all materials, whether applied or not applied, if such materials are not in accordance with the Contract Documents.

2. Permits and Licenses

All permits and licenses of a temporary or permanent nature necessary to the lawful execution of the work shall be secured by the Contractor. Contractor must supply a copy of all permits to the Owner. All permits shall be given to the Owner at the Mandatory Preconstruction meeting held prior to the beginning of construction.

3. Local Rules and Regulations

The Owner or local governing body has certain rules and regulations, which are set as a standard for their operation or location. All such regulations shall be followed by the Contractor and Contractor's personnel at all times. The Contractor shall contact the Owner's Representative for specific information regarding the rules governing all operations of this project.

- 3.1 The Contractor's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out.

4. Temporary Utilities

- 4.1 The Owner shall, where possible, provide existing electricity, lighting, water, and other utilities necessary for construction purposes. When this is not possible, the Contractor shall provide utilities at no additional cost to the Owner. The Contractor will furnish all connections to the electrical system. The Contractor shall furnish any temporary lights necessary for the work.
- 4.2 Subject to paragraph 4.1 above, water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. The Contractor shall complete any connections to the water system.

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- 4.3 At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of Contractor's work.
- 4.4 The Contractor will provide toilet facilities. Temporary toilets shall be the responsibility of the Contractor. The Contractor shall provide suitable facilities at the job site with the location of said facilities to be determined by the Owner's Representative. The Contractor's workmen shall gain access to the roof from the exterior only, unless otherwise directed by the Owner's Representative.

5. Condition of the Site

The Contractor shall visit the job-site before submitting a bid to determine the field conditions affecting his/her work. The Owner will assume that Contractor is aware of all items pertinent to the work and has made allowance for the same in its bid.

6. Verification of Dimensions & Core Cut Data

Dimensions and core cut data indicated in all drawings, in reference to existing structures or utilities, are the best available data obtainable but are not guaranteed by the Owner and the Owner will not be responsible for their accuracy.

- 6.1 Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, core cuts, grades, line levels, or other conditions of limitations at the site to avoid construction errors.
- 6.2 If any work is performed by the Contractor or any of his Sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to the specification requirements shall be assumed by the Contractor without reimbursement or compensation by the Owner.

7. Description of Work

The work called for in the Contract Documents shall include the furnishing and installation of all roofing materials, insulation, fasteners, metal work, and other materials deemed to be a part of the overall system as specified in the Contract Documents.

8. Foreman Requirements

- 8.1 The Contractor shall keep a competent foreman, satisfactory to the Owner, on the job at all times when work is in progress. The foreman shall not be changed without notifying the Owner.
- 8.2 The foreman shall represent the Contractor and all directions and instructions given to the foreman shall be as binding on the Contractor.
- 8.3 The foreman shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.
- 8.4 The Contractor, or his foreman, is responsible for daily communication with the Owner's Representative, about relevant areas of work in order that the Owner may protect goods, property, and personnel against possible damage or injury. The foreman shall have a complete copy of Contract Documents on the job site at all times.

9. Workmanship

All workman shall be thoroughly experienced in the particular class of work in which they are employed. The Owner's Representative reserves the right to reject any workmen who do not have available skill(s) necessary to properly complete any job they are so assigned.

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10. Continuation of Owner's Operations

- 10.1 The Contractor shall be required to erect such barriers, tarpaulins, doors, etc. as may be necessary to protect the Owner's operations while work is in progress. Any openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.
- 10.2 Because other activities of the Owner will be proceeding at the same time as the work covered by the Contract Documents, the Contractor shall cooperate with the Owner's Representative to insure that all Contract work progresses in a manner which does not conflict with other activities.

11. Protection of Work and Property

The Contractor shall maintain adequate protection for all of their work to prevent damage, and shall protect the Owner's property and any adjacent property from injury or loss arising from this Contract.

- 11.1 The Contractor shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and Contractor's workers from any dangers inherent with, or created by, the work in progress. OSHA guidelines must be followed at all times on the Owner's property.
- 11.2 The Contractor shall save the Owner harmless from any loss arising due to injury or accident to the public, or Contractor's workers, or from theft of materials stored at the job site.
- 11.3 All materials will be stored in locations other than on roof surfaces, except as necessary, and shall then be placed on wood pallets to protect roof surfaces at all times.
- 11.4 Before starting any work, Contractor shall protect all grounds, copings, paving, and the exterior of all building surfaces where work will be performed. Any damage to the existing building or grounds shall be repaired to original condition at no additional cost to the owner.
- 11.5 In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This covering shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- 11.6 Any areas of the building or grounds, which have become stained or damaged in any way, shall be repaired or replaced prior to the final inspection. The method of repair used must be acceptable to Owner.
- 11.7 **At no time will any equipment, materials or any other items be set on or stored on a new or completed roofing section.**

12. Delivery and Storage of Material

The delivery of all materials shall have the Manufacturer's label intact and Legible Labels should be affixed to the outside of the package stating the type of product, name and address of the Manufacturer, and the job on which it is to be used. All materials shall be stored with as much protection as possible against weather, vandalism and theft. When such materials are purchased directly by the Contractor for said project, it shall be Contractor's responsibility to replace all damaged or missing materials.

13. Material Storage and Cleanup

The Contractor shall keep the premise free from rubbish at all times and shall arrange Contractor's material storage so as not to interfere with the Owner's operations.

- 13.1 All damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a watertight manner, or as a result of any procedure or practice, will be corrected at the Contractor's expense. Included as damages, will be all labor costs incurred by the Owner as a result of such water

infiltration.

- 13.2 The Contractor will also be liable for any damage to the building and grounds, any "roof top equipment," any parked or passing vehicles, or any other item permanently or temporarily related to the facility, as a result of the roofing project and the actions of the Contractor, or its personnel; including, but not limited to, electrical, plumbing and adjacent roofs.

14. Work In Progress/Changes

Contractor shall take reasonable steps to detect existing deficiencies prior to the start of work. Should a structural deficiency be detected during the project, it shall be reported to the Owner, with advice concerning to what degree it will affect the long-term performance of the new roof repair. At the request of the Owner, such a deficiency shall be properly corrected, at an additional cost to the Owner.

- 14.1 The Contractor remains responsible to maintain a completely watertight condition of any roof area, which is so designated in the Contract Documents. Should progress be halted because of any changes, as determined by the Owner, the Contractor shall be responsible for providing a watertight condition until such time as the changes are approved.
- 14.2 Furthermore, the Owner reserves the right, should additional materials and/or labor be necessary for compliance with said recommendations, to request competitive bids from at least two (2) independent contractors qualified to perform work in such related areas. The Owner reserves the right to hold in abeyance the progress of any project until such time as said additional work had been properly completed.
- 14.4 The Owner may, without invalidating the original Contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the Contract price shall be adjusted as stated below with all work being done under the conditions of the original Contract except for such adjustments in the extension of time, as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
1. By final price adjustment
 2. By cost plus a guaranteed maximum
 3. By cost with a fixed fee
 4. By unit cost
- 14.5 If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost, together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner's Representative. The Owner's Representative shall have the authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the Contract price shall be valid unless so authorized.

15. Separate Contracts

- 15.1 The Owner reserves the right to do work or to allow other contracts in connection with the work. The Contractor shall afford other such contractors a reasonable opportunity to store their material and shall cooperate with them to the best of Contractor's ability to expedite the rapid completion of the work.

[Type here]

- 15.2 If any portion of the Contractor's work depends upon the Owner's or other contractor's work, the Contractor shall inspect and approve such work before proceeding with its own. The Contractor shall notify the Owner of any defects in such work that will render subsequent work unsuitable. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the execution of Contractor's work, except as to defects that were not at that time observable and subsequently developed.

16. Correction of Work Prior to Final Payment

Once the project is complete, a final inspection will be completed by the roof coating Manufacturer. All items that require repair or change will be addressed in written format (i.e., a punch list), with copies being delivered to the Contractor and Owner's Representative. The Contractor shall promptly remove any work, according to this punch list, that does not meet the requirements of the Contract Documents, or is incorrectly installed or otherwise disapproved by the roof system manufacturer, as failing to meet the intention of the Contract Documents. The Contractor shall promptly replace any such work, without expense to the Owner, and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement. **The Contractor has 30 Calendar days to complete such work as noted on the final punch list.** After such point if all items are not corrected the Owner reserves the right to have all required work completed and bill the Contractor.

17. Correction of Work After Final Payment

The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the Contract by the Owner. Any defects, which arise during this period, shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

18. Deduction for Uncorrected Work

If the Owner's Representative deems it unnecessary to have the Contractor correct work, which has been incorrectly done, a deduction from the Contract price shall be agreed upon therefore. Such a deduction from the Contract price shall in no way affect the Contractor's responsibility for defects, which may occur, nor Contractor's liability for correcting them, and damage caused by them, as specified above in paragraph 17.

19. Safety Regulations

The Contractor shall comply with all applicable provisions of *Occupational Safety and Health Act* throughout the duration of the work. All Local and State safety regulations shall be followed in addition to but not limited to the following:

- 19.1 Set up area shall be on firm ground, reasonably level, and clear of wires and overhead obstructions. Locate all equipment away from areas where fumes and dust would enter fresh air intakes and windows.
- 19.2 Proper clothing shall be worn at all times. A long sleeved shirt, properly fitted pants without cuffs, and high-top shoes laced to the top will be considered to be the standard dress. Hard hats shall be used when there are hazards above.
- 19.3 All equipment will be checked prior to the project to insure that it is properly assembled and in safe operating condition. All hand tools shall also be inspected for safe operation, and where applicable, shall be properly grounded.
- 19.4 Ladders must be properly tied at the top and firmly placed at the bottom. Side rails of the ladder shall extend a minimum of three (3) feet above the roof top. All ladders must be kept away from power lines and used exclusively for the transportation of persons only.
- 19.5 Safety flags (perimeter lines) shall be placed in any area the distance from the

roof top to the ground exceeds six (6) feet. These flags are to be placed in those areas where work is in progress.

- 19.6 Proper first aid kits will be located in the set-up area of each job site. These kits shall contain the proper materials for the treatment of burns, fractures, etc. and shall be an approved kit. The Foreman of each project should have training in the application of first aid and knowledge of the nearest medical facilities and phone numbers of emergency personnel.
- 19.7 The Contractor shall be responsible for guarding against fires. Fire extinguishers shall be present on the job site at all times. All extinguishers should be checked no less than once a month and serviced by qualified personnel on a yearly basis. There shall be one (1) fire extinguisher present for each torch unit being used on the project. Said extinguisher will be located within twenty-five (25) feet of the torch being used. There will be at least one (1) serviceable, full sized extinguisher located at each kettle location.
- 19.8 Competent operators shall be in attendance at all times while equipment is in use.
- 19.9 Any loads placed on the roof at any point shall not exceed the safety load for which the roof is designed.
- 19.10 Pumping equipment shall be located on the ground at a safe distance from the building; the location being subject to approval from the Owner's Representative.

General Instructions to Bidders

Owner expressly reserves the right to reject any or all bids, to investigate the qualifications and experience of any bidder, and to waive informalities, minor irregularities and discrepancies. Owner may cancel the bidding process at any time. Owner is not responsible for any costs incurred by bidders in the preparation and presentation of bids. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

1. Conference for Bidding Contractors

All Contractors must attend a Mandatory Pre-bid Conference to inspect the job site and to insure comprehension of the Contract Documents. There shall be only one (1) Pre-Bid Conference for this project. **Contractors who do not attend the Pre-bid Conference shall be disqualified from bidding.** The Pre-Bid Meeting for bidding Contractors will be held on Thursday, April 25th, 2024 at 10:00 A.M. Bidding contractors shall meet at the front door of the New Berlin Hills Golf Course Clubhouse located at 13175 W Graham Street, New Berlin, WI 53151. Additional information about bidding dates, the times and dates for submittal of all bids, are described under "Preparation of the Bid".

2. Subcontractors

The Contractor, prior to award of the Contract, shall furnish in writing to the Owner the names of persons or entities proposed as subcontractors for each principal portion of the Work. Owner, after due investigation, may object to any such proposed person or entity on reasonable grounds. The Contractor shall not contract with a proposed person or entity which the Owner has made objection.

3. Competency of Bidder

To enable the Owner to evaluate the qualifications and financial responsibility of the Contractor, the successful bidder shall, when requested by the Owner, furnish the following information, which shall be sworn to under oath by the bidder or by a properly authorized Representative of the bidder:

- 3.1 How many years has your organization been in business as a Contractor? Has your organization changed names or declared bankruptcy for any reason within the last fifteen (15) years? If so, please fill out all information requirements under Section 4. for each organization.
- 3.2 How many years has your organization been in business under its present business name? Under what other or former names has your organization operated?
- 3.3 If your organization is a corporation, answer the following:
 - 4.3.1 Date of incorporation:
 - 4.3.2 State of incorporation:
- 3.4 If your organization is a partnership, answer the following:
 - 4.4.1 Date of organization:
 - 4.4.2 Type of partnership (if applicable):
 - 4.4.3 Name(s) of general partner(s):
- 3.5 If your organization is individually owned, answer the following:
 - 4.5.1 Date of organization and Name of Owner:
- 3.6 If the form of your organization is other than those listed above, describe it and name the principals:
- 3.7 Is your organization legally qualified to do business in Wisconsin?

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- 3.8 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - 3.8.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 3.9 On a separate sheet, list major projects in Wisconsin your organization has in progress, giving the names of the project, owner, architect, contract amount, percent complete and scheduled completion date.
- 3.10 On a separate sheet, list the major projects your organization has completed in Wisconsin in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.12 Surety:
 - 4.12.1 Name of the bonding company:
 - 4.12.2 Name and address of agent:
- 3.13 Financial Statement.
 - 4.13.1 Attach an audited financial statement with your organization's balance sheet and income statement.

4. Disqualification of Bidders

Any one (or more) of the following causes may be considered to be sufficient for disqualification of a bidder and the rejection of his/her bid:

- 4.1 The failure to attend the pre-bid meeting at the time and place so described under Bidding Dates.
- 4.2 Any evidence of collusion among bidders.
- 4.3 Incorrect use of the "Proposal" as provided by the Owner. Incorrect use shall be defined as the changing or deleting of any part shown on said Proposal. The Proposal is designed to afford all bidding contractors an equal format from which to present their bidding amounts. Any additions to or changes in said format shall disqualify the contractor's bid.
- 4.4 Direct contact, in any form, between the Owner and bidding Contractor after the bid opening and prior to the award of said Contract, must be initiated by the Owner's Representative. Changes in the Proposal after the opening of the bids will not be accepted. Any questions regarding the progress of Contract award shall be referred to the Owner's Representative.
- 4.5 Lack of expertise as shown by past work or incomplete work under other Contracts, which in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if so awarded.
- 4.6 Lack of responsibility as revealed by either financial, experience, or equipment statements, as submitted.

5. Responsibility of Measurements, Quantities and Labor

The bidding contractors shall be solely responsible for the accuracy of all measurements and for estimating the initial quantities required to satisfy these Specifications. Each bidder must inform himself fully of the condition relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract.

6. Discrepancies and Addendum

Should a bidder find any discrepancies in the drawing and/or Specifications, or if any items are in doubt as to their meaning, the bidder shall notify the Owner at once, who will send a written addendum to all bidders concerned. Oral instructions, or decisions, unless confirmed by an addendum, will not be considered valid, legal or binding. All

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discrepancies must be submitted to the Owner no less than forty-eight (48) hours prior to the opening of the bids. No extras will be canceled because of the failure of the Contractor to include work called for in the addendum in his bid. Failure of any bidder to receive any such addendum or interpretation of said discrepancies shall not relieve such bidder from any obligation under his/her bid as submitted. Any addenda so issued shall become part of the Contract Documents.

7. Notification of Changes

The Change Notice form, as provided in the Contract Documents, shall constitute the only approved form for requesting additions or deletions from the base Specification as proposed. Failure to properly complete and submit this form prior to the actual change will void any responsibility on the part of the Owner to compensate the Contractor or Subcontractor for any additional work completed.

8. Substitution of Specified Material

A request for substitution will only be considered if submitted by a bidding contractor who was present at the mandatory pre-bid meeting. Whenever a particular make of material or trade name is specified herein it shall be regarded as being indicative of the standard required. Any request for substitution must be delivered to the owner's representative 72 Hours before Bid Due date. Any approved substitutions for materials shall be via addenda only.

All items listed under Engineering Services, Manufacturer Services and Material Samples must be delivered to the owner's representative by the time/date listed above. No exceptions. The "Manufacturer's Check List" form (pages 20-24) must also be included.

Engineering Services - Any material substitution request must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. The report must contain the following documents.

- 8.1 Material Certification - This report must show that the requested material(s) meet or exceed all aspects of the design and performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected.
- 8.2 Design Certification – The party requesting a substitution must also have the written specification and detailed drawings certified, stamped and signed by a professional engineer licensed in the state in which the installation is to take place. The licensed professional will assume complete liability for the work to be completed, and that all the work will be completed in strict tolerances set forth in the bidding documents. Substitution requests submitted without licensed engineer approval will be rejected.

Manufacturer Services - Any material substitution request must be accompanied by a report signed and notarized from the manufacturer's president illustrating the following services to be provided to the owner during the specified project.

- 8.3 Manufacturer's representative – List a minimum of two representatives that will be monitoring the roof project, including contact information. Each representative must have a minimum of 1 years experience with the company.
- 8.4 Electronic Reporting Format – Show information for the manufacturer's electronic reporting format. Give the access information for the owner to go on-line and view a sample progress report including job-site photos. All job progress reports must be obtainable via the internet.
- 8.5 Preconstruction Meeting – The manufacturer's representative will be responsible to schedule and coordinate the formal preconstruction meeting with all relative

- trades. Include a document illustrating all items to be covered during the preconstruction meeting.
- 8.6 Routine Job-site inspections – The manufacturer’s representative must perform a minimum of three job-site inspections each week.
 - 8.7 Weekly progress report – The manufacturer’s representative must post a weekly progress report (including construction photos) on the internet for the owner to review.
 - 8.8 Final Inspection - The manufacturer’s representative must complete a final inspection once the contractor has completed all work in relation to the contract documents. A copy of this report must be delivered to the owner’s representative. The manufacturer’s representative must also field verify that all punch list items have been completed. Inform the owner of such completion.
 - 8.9 Warranty Hard Copy – Deliver a copy of the warranty to the owner within 30 calendar days of job completion (see 11. Manufacturer's Guarantee/Responsibilities). A written and publicly notarized statement from the manufacturer stating to the Owner all of the associated requirements according to paragraph 11 below, Manufacturer's Guarantee/Responsibilities.
 - 8.10 Annual inspections – The manufacturer’s representative must also perform annual inspections of the job site at no cost to the owner throughout the life of the warranty.

Material Samples - Any substitution request must include the following material samples and/or supporting documentation. During the course of the work, the Owner's Representative may secure samples of the materials being used from the containers at the job site, and submit them to an independent testing laboratory for comparison. If the results of the independent testing laboratory prove that the materials are not comparable and equal to the specified materials, the Contractor shall pay for the testing and the Owner reserves the right to an equitable adjustment of its contract price.

- 8.11 A written application for approval of the proposed material, an explanation of where it is to be applied, and in what quantities.
- 8.12 A twelve inch by twelve inch (12" x 12") sample of coating that meets or exceeds the listed performance criteria in this specification. Material samples that do not meet or exceed the listed performance criteria will not be approved. All data sheets and MSDS sheets must accompany the material samples.
- 8.13 A quart sample of all adhesives or liquid materials to be used on the project. All data sheets and MSDS sheets must accompany the material samples.
- 8.14 A certificate from an accredited testing laboratory comparing the physical and performance attributes of all proposed materials with those of the specified materials.
- 8.15 A list of at least five (5) jobs where the proposed alternate material was used under similar conditions. These jobs must be located within a two hundred (200) mile radius of the project site. Each job must be at least five (5) years old and each must be available for inspection by the Owner's Representative. A list of contact names and phone numbers must also be included as well as the executed warranties.
- 8.16 A sample “mock-up” of the proposed roof system. The sample shall be at least 18” x 18” and include all associated roofing components from the deck up to the final aggregate surfacing.
- 8.17 The Manufacturer’s Checklist filled out in its entirety. All required references and representatives must also be included.

9. Start Date and Completion Dates

The following regulations shall be implemented by the Contractor when requested by the Owner's Representative:

- 9.1 Contractor shall be prepared to begin and completely finish work as listed below:
Start Date: June 1st, 2024
Completion Date: October 15th, 2024

or as soon as weather conditions permit. Contractor shall advise the Owner and Owner's Representative in writing within three (3) days of the anticipated start date. Should the Contractor be unable to meet the scheduled start date(s) the Owner reserves the right to cancel all pending Contracts with said Contractor.

10. Manufacturer's Guarantee/Responsibilities

References to the "Manufacturer" herein mean the original manufacturer of the roofing membrane to be provided under Section 07311 of the technical specifications. The Contractor shall be required to furnish a 5-year Labor guarantee to the Owner when the project is complete. The Manufacturer's guarantee shall consist of a minimum 25-year warranty. The entire warranty will be required to cover all labor and materials for the entire roof system and all of its components from the roof deck up through the entire assembly of the roof system. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Contractors not approved by such manufacturers will be required to fulfill all obligations deemed necessary by that manufacturer. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees, or representations be made by any agent or employee of the Manufacturer unless such alterations, amendment, or additional representation is issued in writing and is signed by a duly authorized officer of the installed Manufacturer and sealed with the corporate seal.

- 10.1 The Manufacturer shall submit directly to the Owner's Representative the original guarantee within sixty (60) days from the date of final inspection. No guarantee shall be issued until such time as all invoices pertaining to materials have been properly paid.
- 10.2 The Owner reserves the right, if necessary, to withhold five percent (5%) of the Original Contract price until such time as all warranties have been properly received.
- 10.3 All items noted during the final inspection shall be completed within thirty (30) calendar days from date of inspection.
- 10.4 The Owner reserves the right to withhold final payment until such time as all items are completed to the satisfaction of the Manufacturer and its representative and the Owner's Representative.
- 10.5 It is the intent of the specifications that, when the work is completed, there should be no reason based on the work by the Contractor that the Contractor will not be able to obtain the Manufacturer's guarantee. The contractor must be an approved applicator of the manufacturer prior to bidding such project. In furtherance of that intent, Contractor shall be required to arrange for and coordinate inspection of the roof system as the work progresses by a qualified representative of the Manufacturer three times per week. The inspector shall observe the work, spending at least one hour per visit, and shall note any deficiencies in the work or failure to perform the work in accordance with the Manufacturer's requirements and the Contract Documents. Upon request, the Manufacturer shall provide a job progress report at least one per week to the Owner's Representative from the start of the work to its completion.

11. Schedule of Payments

All payment requests for material on site, change notices, work in progress, or job completion shall be approved by the Owner's Representative prior to the issuance of payment. Accordingly, Contractor shall establish with Owner, the Owner's procedure for payment and retainer prior to the commencement of work on this project.

- 11.1 The Contractor has the option upon delivery of materials to the job site, to submit the proper invoice for payment in final (100%) for all such materials.
- 11.2 When the job is in progress, the Owner agrees to pay, upon the request of the Contractor, no more than Ninety-Five percent (95%) of the total Contract price equivalent to the percentage of work completed at that time. Payment is to be made within 30 days of invoicing, but no more than one pay request may be made within a 30 day period.
- 11.3 Partial or progress payments shall not relieve the Contractor of performance obligations under this Contract, nor shall such payments be viewed as approval or acceptance of the work performed.
- 11.4 Partial waiver of lien from all major Suppliers and Subcontractors, where applicable, as requested by the Owner, shall accompany each payment request to confirm and acknowledge disbursement of the payment. Partial waivers of lien shall be properly completed and shall list the cumulative amount of payment received by the date of the waiver. This requirement shall not be waived unless agreed upon in writing by the Surety and/or Owner.
- 11.5 Owner reserves the right to issue Joint Checks to the Contractor and other suppliers for materials, if deemed in their best interest.
- 11.6 Final payment shall be withheld until all provisions of Specifications are met, including all necessary clean-up, and Owner has written verification of completion from Owners Representative.

12. Liens

The Contractor shall, if required by the Owner, furnish the Owner a release in full of all liens arising out of this Contract or in lieu thereof, receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts involving all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazards of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien; remains, the Contractor shall refund to the Owner necessary funds to discharge such a lien including all cost and attorney fees.

13. Pre-Construction Meeting

The pre-construction meeting shall be held prior to the start of each project. This meeting shall include the Contractor, the Owner's Representative, and the Manufacturer. The condition of the buildings and grounds areas shall be recorded, and the Contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related project. Any existing conditions shall be so noted during this meeting and shall be submitted by the Owner's Representative in writing.

14. Contractor Questions

Questions regarding this bid should be directed to the Owner's Representative. It is the Contractor's responsibility during the course of the work to bring to the attention of the Owner's Representative any defective membrane, insulation, or decking discovered where not previously identified.

15. Standardized Procedures

Procedures not itemized in these specifications, but reasonably inferable, shall be included in the work and should be reflected in the bidders' quotation. These procedures will be done in accordance with the Manufacturer's directions or according to the latest publication of the NRCA Manual, whichever is applicable.

16. Hazardous Materials

Do not bid or provide or install hazardous materials or products containing asbestos, polychlorinated biphenyl (PCB), lead in water piping, etc

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL:

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

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

WORKSITE AVAILABILITY:

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

DOCUMENTS:

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

BID FORM:

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

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

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

Submission of Bids: Reference Bid Form, Section 2.

CONTRACT AND CONTRACT DOCUMENTS:

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

ACCEPTANCE OF BID (AWARD):

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

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

WITHDRAWAL OF BIDS:

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

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

RESERVATION:

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

INADEQUACIES AND OMISSIONS:

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

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

INTERPRETATIONS AND CORRECTIONS:

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

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

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

POWER OF ATTORNEY AND BOND REQUIREMENTS:

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

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS
FOR THE NEW BERLIN HILLS GOLF COURSE ROOF REPLACEMENT**

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

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

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

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

The work will be substantially completed on or before October 15, 2024, and completed and ready for final acceptance and payment in accordance with this Agreement on or before May 15, 2024, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time. As a consequence and not as a penalty, but rather to cover the City’s costs if the milestones are not achieved and the work causing baseball games to be moved or cancelled is not completed by the completion date, the parties agree that the City shall be entitled to liquidated damages in the sum of \$500.00 (five hundred dollars) per day as to when substantial completion is delayed.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract on an hourly basis as provided for hereunder in the amount of \$_____ together with contingencies in the sum of \$_____ for a total contract price of \$_____. It is expressly understood by the parties hereto that under no circumstances shall the total contract price including contingencies and change orders exceed the total contract amount of \$_____. The specific bid prices shall be as follows:
- a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
 - b. The estimated total of all unit price work for the base bid is \$_____. These prices are based on estimated quantities.
 - c. These quantities shall be adjusted based upon the actual work performed.
 - d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

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

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

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:
- a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.
 - b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
 - c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.

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

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

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

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

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

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

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

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

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and

contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

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

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

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

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

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

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

15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

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

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

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

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

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

the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

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

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

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

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

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

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of

the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports the delay, both verbally and in writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

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

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

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

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

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

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

CITY:
City of New Berlin

VENDOR:

[Insert Vendor Name]

By: _____

[Print Name & Title]

By: _____

[Print Name & Title]

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

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

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

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

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

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

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

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

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

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

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

City of New Berlin
New Berlin Hill Clubhouse Building Envelope Project
13175 W Graham Street, New Berlin, WI 53151

BID FORM

1. GENERAL DIRECTIONS TO BIDDERS

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

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

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

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

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

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

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

3. BID CLOSING

- A. Bids must be received on or before 10:00 a.m. on May 7th, 2024. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 10:05 a.m. on May 7th, 2024 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

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

Of _____
Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated April 9th, 2024.

Including Amendment Nbr(s)._____ dated_____.

5. BASE BID – Asphalt Shingle Roof System

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

_____ Dollars (\$ _____)

ALTERNATE – Metal Roof Panel Roof System

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

_____ Dollars (\$ _____)

6. SCHEDULE OF VALUES

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

7. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than June 1, 2024 with a Project commencement of June 1, 2024, can you complete the Work in compliance with the requirements of the Contract Documents by October 15, 2024, in full cooperation and coordination with other Contractors, if any.
Yes ___ No ___ .

If “No”, state additional calendar days required _____.
- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

8. BID ACCEPTANCE:

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

FIRM NAME_____

BY SIGNATURE_____

TITLE_____

DATED_____

TELEPHONE_____

FAX NBR_____

EMAIL ADDRESS:_____

If a corporation, answer the following:

Incorporated under laws of what state?

SEAL _____ (If Bid is by Corporation)

CHANGE NOTICE

The following information must be completed and signed prior to any work being done which varies in any way from the Contract Documents as submitted. Failure to properly complete this form shall void any subsequent requests for payments which may be made in addition to the submitted bidding documents.

Name of Account:_____

Project Name:_____

Name of Contractor:_____

Proposed Changes:

Amount Not To Exceed: \$_____

Submitted By: _____ **Title**_____

Approved By: _____ **Title**_____

Date Approved: _____/_____/_____

Copy To: 1) Owner and/or Owner's Representative.
 2) Contractor
 3) Sub-Contractor

[Type here]

SECTION 07311

ASPHALT SHINGLE ROOFING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eave, valley, and ridge protection.
- C. Associated metal flashing.

1.2 RELATED SECTIONS

- A. Section 07130 - Sheet Waterproofing.

1.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 224 - Standard Specification for Smooth-Surfaced Asphalt Roll Roofing (Organic Felt).
- E. ASTM D 225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- F. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- G. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- H. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- I. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- J. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- K. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- L. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- M. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.

1.5 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Take special care when applying underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). The underlayment will be self-adhered to the deck.

1.7 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty as specified under product description and as follows:
 - 1. Basic Warranty: Repair or replace shingles found to be defective during the warranty period for 25 years.
 - 2. Also cover labor and materials in the event of a material defect for the period indicated after completion of application of shingles.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURER: Malarkey Legacy or equal in Certainteed, Pabco or IKO

2.2 SHEET MATERIALS

- A. Waterproofing Underlayment: Sheet barrier of self-adhering asphalt membrane shingle underlayment.
 - 1. 45 Mil thickness
 - 2. >0.02 Vapor Permanence
 - 3. Tensile Strength : MD 32 lbs./in. XD 35 lbs./in.
 - 4. Flexibility @ -20 F (ASTM D 1970): Pass

2.3 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 653/A 653M; 26 gage (0.45 mm) steel with minimum G115/Z350 galvanized coating.
- B. Sheet Flashing: ASTM B 209; 0.025 inch (0.63 mm) thick aluminum, mill finish.
- C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot (0.55 mm); natural finish.
- D. Bituminous Paint: Acid and alkali resistant type; black in color.
- E. Tinner's Paint: Color as selected by building owner to coordinate with shingle color.

2.4 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

2.5 FLASHING FABRICATION

- A. Form flashing to profiles indicated on the drawings and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01700.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed prior to installing work of this section.
- D. Verify deck surfaces are dry and free of ridges, warps, or voids.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION - EAVE ICE DAM PROTECTION

- A. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2 inches (50 mm). Secure flange with nails spaced 8 inches (200 mm) on center.
- B. Apply underlayment over entire surface of roof on in accordance with manufacturer's instructions.
- C. Extend eave protection membrane minimum 24 inches (610 mm) up slope beyond interior face of exterior wall.

3.4 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Roof Slope Between 2:12 and 7:12: Apply 1 layer of self adhering membrane over all areas with ends and edges weather-lapped in accordance with manufacturer's instructions. Stagger end-laps each consecutive layer. Back nail in place as needed.
- B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements.

3.5 INSTALLATION - VALLEY PROTECTION

- A. For closed-cut, woven, and open valleys, first place one ply of underlayment, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum 6 inches (152 mm). Follow instructions of shingle and waterproofing membrane manufacturer.

3.6 INSTALLATION - METAL FLASHING

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

3.7 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.8 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.
- B. Provide roof systems manufacturer inspections a minimum of (3) times per workweek. Provide final inspection report at completion of project.
- C. A Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer shall perform Field observations.
- D. Provide observation reports from the Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
- E. Provide a final report from the Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.
- F. Additional inspections & expenses necessary will be covered by contractor
- G. Visual inspection of the Work will be provided by Owner. If conditions are unacceptable, Owner will notify the on site representative.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01700.
- B. Do not permit traffic over finished roof surface.

END OF SECTION

SECTION 07 41 13

METAL ROOF PANEL ROOFING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aggregate-coated metal roof panels.

1.2 REFERENCE STANDARDS

- A. American Society of Mechanical Engineers (ASME) (www.asme.org):
 - 1. ANSI/ASME B18.6.1 – Wood Screws (Inch Series).
 - 2. ANSI/ASME B18.6.4 – Thread Forming and Thread Cutting Tapping Screws and Metallic Drive Screws, Inch Series.
- B. ASTM International (ASTM) (www.astm.org):
 - 1. ASTM A 653/A 653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM A 792/A 792M – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 3. ASTM C 920 – Standard Specification for Elastomeric Joint Sealants.
 - 4. ASTM D 226/D 226M – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - 5. ASTM D 1970/D 1970M – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - 6. ASTM E 108 – Standard Test Methods for Fire Tests of Roof Coverings.
- C. ICC Evaluation Service (www.icc-es.org):
 - 1. ICC-ES Evaluation Report ESR-1754 – DECRA Shingle XD (Direct-to-Roof Deck Installation).
- D. International Organization for Standardization (ISO) (www.iso.org):
 - 1. ISO 9001:2015 – Quality management systems – Requirements.
 - 2. ISO 14001:2015 – Environmental management systems – Requirements with guidance for use.
- E. UL (www.ul.com):
 - 1. UL 790 – Standard for Standard Test Methods for Fire Tests of Roof Coverings.
 - 2. UL 2218 – Standard for Impact Resistance of Prepared Roof Covering Materials.

1.3 PREINSTALLATION MEETINGS

- A. Require attendance of parties directly affecting Work of this Section, including Contractor, Architect, installer, and manufacturer's representative.
- B. Review the Following:
 - 1. Materials.
 - 2. Preparation.
 - 3. Installation.

4. Adjusting.
5. Cleaning.
6. Protection.
7. Coordination with other Work.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including preparation and installation instructions.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections, and details, indicating dimensions, tolerances, materials, components, fabrication, flashing, fasteners, finish, options, and accessories.
- C. Samples: Submit manufacturer's sample of roof panels.
 1. Sample Size: Minimum 6 inches by 6 inches.
- D. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- E. Product Evaluation Reports: Submit manufacturer's product evaluation reports from accredited evaluation service.
- F. Manufacturer's Project References: Submit manufacturer's list of 10 successfully completed roof panel projects of similar size and scope to this Project, including project names and locations, name of architects, and type and quantity of roof panels furnished.
- G. Installer's Project References: Submit installer's list of 5 successfully completed roof panel projects of similar size and scope to this Project, including project names and locations, name of architects, and type and quantity of roof panels installed.
- H. Warranty Documentation: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 1. Manufacturer regularly engaged in the manufacturing of roof panels of similar type to that specified for a minimum of 10 years.
 2. Certified Company:
 - a. ISO 9001:2015.
 - b. ISO 14001:2015.
- B. Installer's Qualifications:
 1. Installer regularly engaged in installation of roof panels of similar type to that specified for a minimum of 5 years.
 2. Use persons trained for installation of roof panels.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 1. Store and handle materials in accordance with manufacturer's instructions.

2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
3. Store materials in clean, dry area indoors.
4. Do not store materials directly on floor or ground.
5. Protect materials and finish during storage, handling, and installation to prevent damage.

1.7 WARRANTY

- A. Warranty Period:
 1. 50-year limited.
 - a. Wind: Resist blow-off in wind speed up to 120 mph.
 - b. Hail: Resist hail stone penetration, cracks, and splits. Hail stone size limit: 2.5"

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: DECRA Roofing Systems, Inc., 1230 Railroad Street, Corona, California 92882. Toll Free 877-463-3272. Phone 951-272-8180. Fax 951-272-4476. www.decra.com. info@decra.com.
- B. Substitutions: Submit per Bid Documents, approved by "Owner"

2.2 MATERIALS

- A. Basis-of-Design Product: DECRA Roofing Systems, Inc. "Shingle XD" aggregate-coated metal roof panels.
- B. Roof Panels: DECRA "Shingle XD" interlocking panels, resembling heavy-weight dimensional roofing shingles.
 1. Material: Pre-corrugated, pressure-formed, aluminum-zinc alloy-coated steel, ASTM A 792/A 792M, with multiple vertical ribs forming 2 flat steps, each of which have raised and lowered pan sections.
 2. Thickness: 28 gauge, 0.0149 inch (0.378 mm).
 3. Finish: Ceramic-coated, colored-stone chip finish.
 4. Color: Selected by "Owner"
 5. Dimensions:
 - a. Overall Panel Size: 14-1/8 inches (359 mm) wide by 52-3/8 inches (1,330 mm) long.
 - b. Installed Panel Exposure: 12-1/4 inches (311 mm) wide by 49-1/2 inches (1,257 mm) long.
 - c. Side Panel Laps: 2-3/4 inches (70 mm).
 - d. Panel Leading Edges Bent Down: 1/2 inch (13 mm); provides overlap for weather protection and adjoining to prior roof panels course.
 6. Installed Weight: 140 pounds per 100 square feet.
 7. Recycled Steel Content: Maximum 30 percent.
 8. Non-Combustible, ASTM E 108, UL 790: Class A
 9. Impact Resistance, UL 2218: Class 4.
 10. ICC-ES Evaluation Reports:
 - a. Direct-to-Roof Deck Installation: ESR-1754.
 11. Florida Building Code Approval:
 - a. Direct-to-Roof Deck Installation: FL9759-R9.

C. Flashing:

1. Valley: DECRA "XD Valley" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 - a. Pressure formed into valley with stone-coated valley cap.
 - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 - c. Finish: Match upper-exposed stone-coated surface of valley cap to shingle material.
 2. Valley: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 - a. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 3. Side Flashing: DECRA "Side Flashing" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 - a. Pressure formed to flash vertical roof surface transitions.
 - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 - c. Finish: Ceramic-coated, colored-stone chip finish to match roofing material.
 4. Roof-to-Wall Flashing: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 - a. Pressure formed to flash vertical roof surface transitions.
 - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 - c. Finish: Match color to exterior finish.
 5. Pipe Jack Flashing:
 - a. Material: Galvanized or aluminum-zinc alloy-coated steel, ASTM A 792/A 792M.
 - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 - c. Finish: Clean, prime, and paint to match roof material.
 6. Underpan: DECRA "Shingle XD Underpan" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 - a. Pressure formed to counter flash roof penetrations matching roof panel material profile.
 - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 7. Fascia Metal: DECRA "Fascia Metal" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 - a. Pressure formed angle installed at first batten to cover build up.
 - b. 26 gauge, 0.0179 inch
 - c. Finish: Ceramic-coated, colored-stone chip finish to match roofing material.
- D. Hip and Ridge: DECRA "Shingle XD Hip & Ridge" covers, fasciae, drips, rakes, and other trim required, matching shingle material, color, and finish.
1. Hips/Ridges and Rakes: DECRA "Shingle XD Hip & Ridge" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
 2. Pressure formed to match roofing material.
 3. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
 4. Finish: Color and finish to be applied along hips, ridges, and rakes.

2.3 ACCESSORIES

- A. Sheet Metal Materials: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M, Class AZ50 coating designation; minimum Grade 37
- B. High Temp Self Adhered Underlayment:
1. 45 Mil Thickness
 2. >0.02 Vapor Permanence
 3. Tensile Strength: MD 32 lbs./in XD 35 lbs./in.
 4. Flexibility @ -20 F (ASTM) D 1970): Pass
- C. Perimeter Underlayment for Ice Dam Protection:
1. Self-adhering, polymer-modified, bituminous sheet underlayment; 40 mils (1 mm) thick; ASTM D 1970/D 1970M.

2. Provide primer when recommended by underlayment manufacturer.

D. Sealant:

1. One-part elastomeric polyurethane sealant, ASTM C 920.
2. Exposed Sealant: Color to match roof panels.

E. Fasteners:

1. Screws:
 - a. Wood Screws: ANSI/ASME B18.6.1.
 - b. Sheet Metal Screws: ANSI/ASME B18.6.4.
 - c. Corrosion resistant.
 - d. Minimum No. 9.
 - e. Length: Sufficient length to penetrate substrate 1/2 inch (13 mm) minimum.
 - f. Color: Silver or color coordinated to match roof panels.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrate to receive roof panels.
- B. Verify surfaces to support roof panels are clean, dry, square, sound, stable, rigid, and capable of supporting the weight.
- C. Notify Architect of conditions that would adversely affect installation or subsequent use.
- D. Do not begin preparation or installation until unacceptable conditions are corrected.

3.2 PREPARATION

- A. Prepare substrate in accordance with manufacturer's instructions.
- B. Clean substrate of projections and substances detrimental to roof panels.
- C. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.
- D. Coordinate installation of roof panels with flashing and other adjoining work to ensure proper sequencing.
- E. Do not install roof panels until vent stacks and other penetrations through roof have been installed and are securely fastened.
- F. Do not install roof panels until flashing is in place.

3.3 INSTALLATION

- A. Install roof panels in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install roof panels weathertight.

- C. Valleys: Install in accordance with manufacturer's instructions with a minimum 6-inch (152-mm) overlap in direction of flow.
- D. Flashing: Install as indicated on the Drawings and in accordance with manufacturer's instructions.
- E. Roof Panels:
 - 1. Install roof panels, accessories, flashing, and hip and ridge level and plumb.
 - 2. Use fasteners as specified and in accordance with manufacturer's instructions.
 - 3. Install each panel using a random stagger pattern in accordance with manufacturer's instructions.
 - 4. Fasten each panel with minimum 5 fasteners running horizontally along the back panel clip, with placement in target screw hole punch-outs.
- F. Cut roof panels into each side of valleys in accordance with manufacturer's instructions straight and true to the line of the valley.
- G. Hip and Ridge:
 - 1. Install hip and ridge along hips, ridges, and rakes as indicated on the Drawings and in accordance with manufacturer's instructions.
 - 2. Bend and fold exposed ends of hips and ridges and neatly cap with end cap or piece of similar material.
- H. Do not install roof panels in a manner that detracts from appearance of roof.
 - 1. Do not rack panels.
 - 2. Do not line panels vertically up the roof.
 - 3. Do not use even panel offsets.
 - 4. Do not make a pattern with panels.
- I. Do not use the following with roof panel system:
 - 1. Lead.
 - 2. Copper.
 - 3. Pressure-treated lumber containing copper compounds in the treatment solution.

3.4 ADJUSTING

- A. Repair minor damages to roof panels in accordance with manufacturer's instructions and as approved by Architect.
- B. Remove and replace with new material, damaged components that cannot be successfully repaired, as determined by Architect.

3.5 CLEANING

- A. Clean roof panels of debris, including metal shavings, promptly after installation.

3.6 PROTECTION

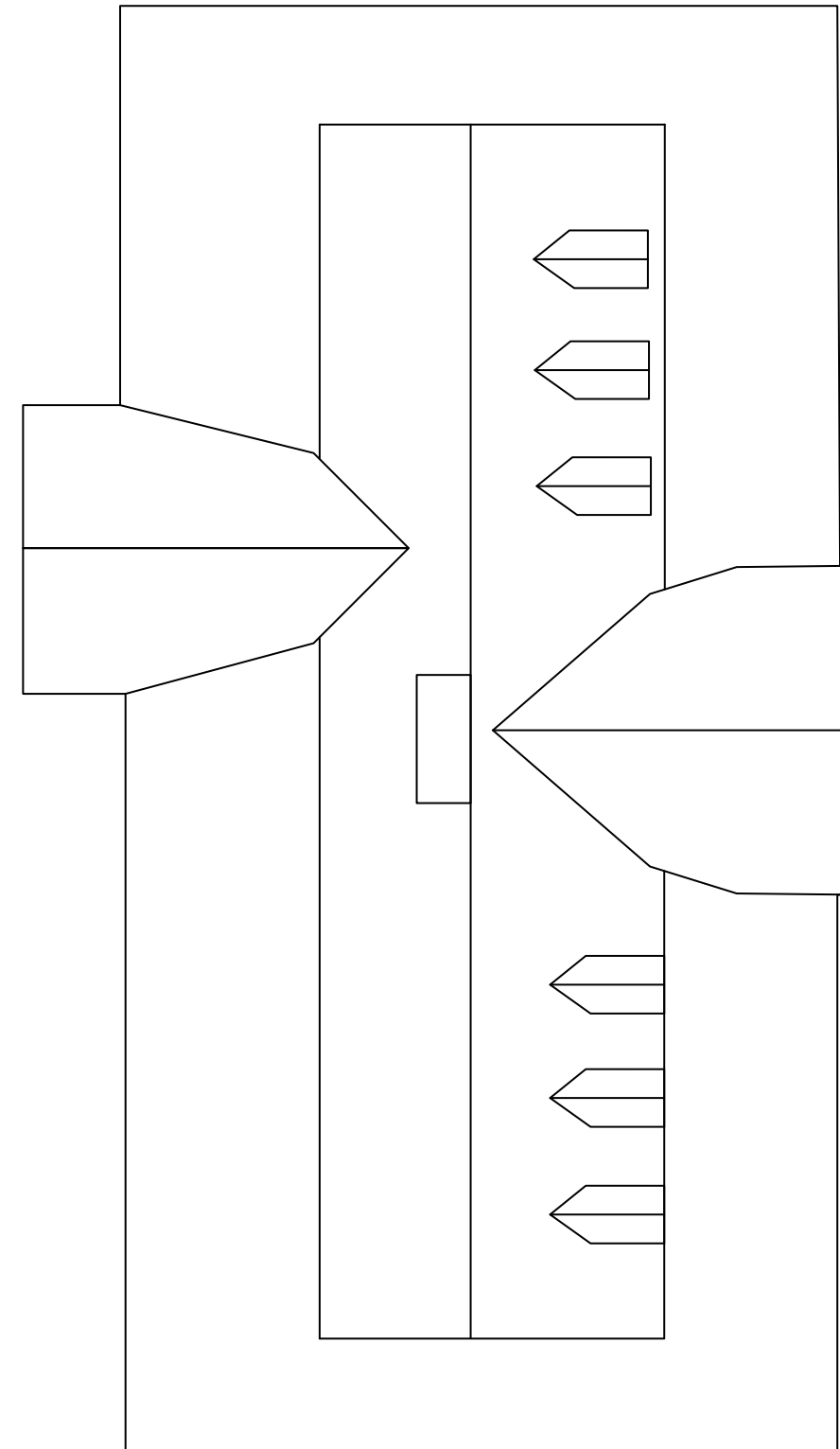
- A. Protect Work of this Section to ensure that, except for normal weathering, Work will be without damage or deterioration at time of Substantial Completion.

END OF SECTION



City of **New Berlin**

New Berlin Hills Clubhouse Building Envelope Project



New Berlin Hills Clubhouse
13175 W Graham Street, New Berlin, WI 53151



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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APPROVED
FOR
BIDDING

New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

FACILITY
OVERVIEW

SHEET NO.

A-1



EXISTING ROOF DATA

Clubhouse Roof

- Asphalt Shingle
- Underlayment
- Wood Deck

NEW ROOF SYSTEM

Clubhouse Roof

- Asphalt Shingle
- New Underlayment
- Wood Deck

Base Bid – Asphalt Shingle Roof System

Roof Preparation

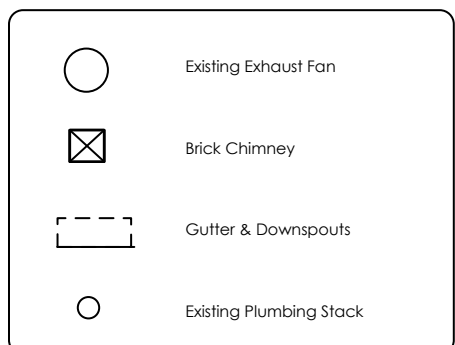
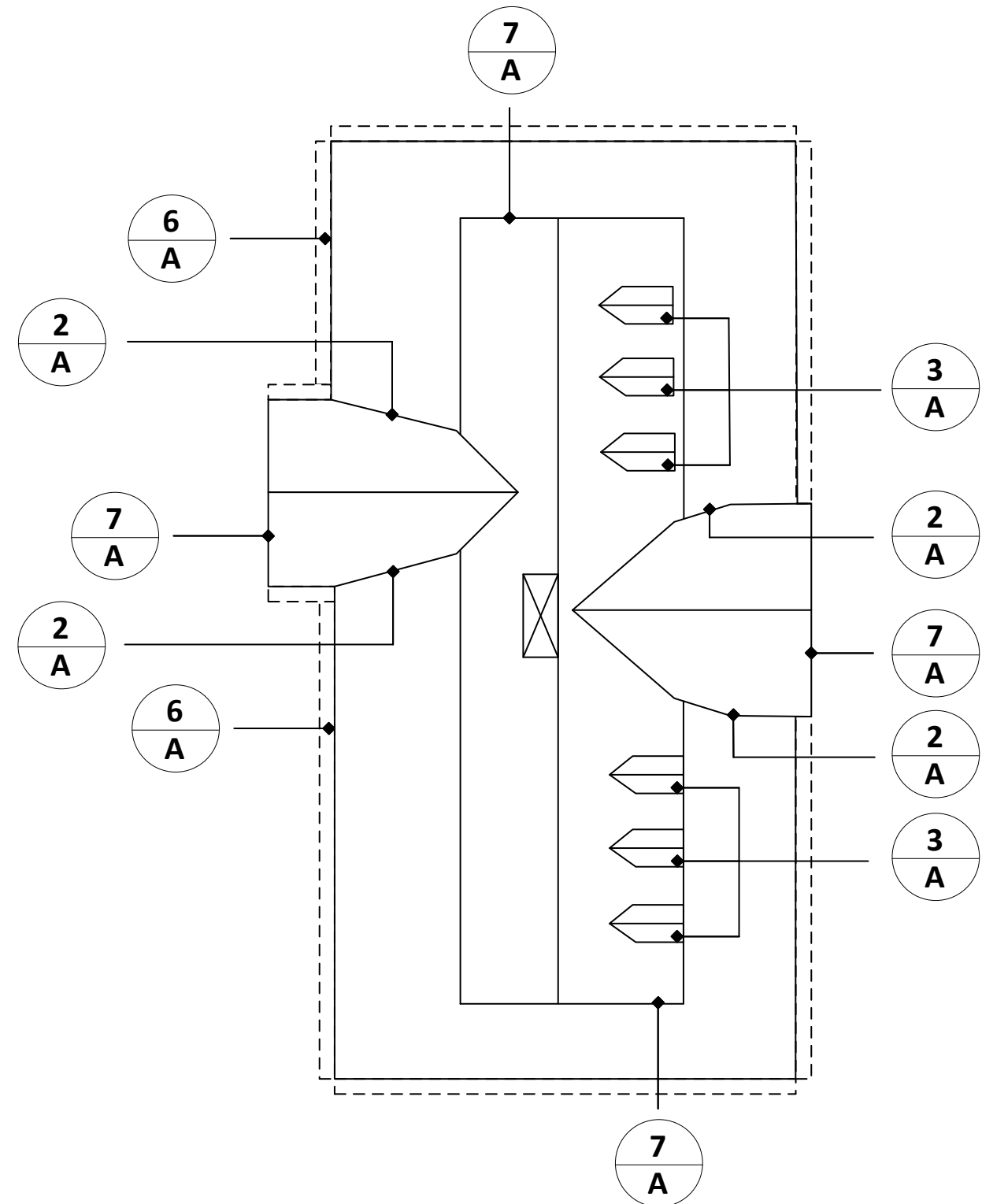
1. Remove existing roof system down to deck
2. Repair any open seams, holes, or cuts in roof Deck
4. Sweep deck clean before any coating to ensure all dirt & debris are removed.

New Installation

5. Install new self adhered Ice and Water shield underlayment over entire roof surface
6. Install new asphalt shingle (color selected by owner)
7. Flash roof penetrations into shingle roof system
8. Install new gutters and downspouts in place of existing gutters and downspouts

Project Notes

1. All waste produced by roof project is to be removed and disposed off-site by Roofing Contractor.
2. Any Electrical and HVAC Disconnect/Reconnects needed shall be provided by the "Contractor".
3. Field of roof is to be uniform and will ensure positive water flow to drains and gutters.
4. All gutter slopes and downspout locations to be approved by owner.
5. Contractor is to abide by all OSHA safety Protocols during project.
6. While accessing the roof, entrances and doors must not be blocked in any way.
7. Contractor to protect site trees and landscaping. Any damage caused by contractor will be repaired by contractor to owners satisfaction.



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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APPROVED
FOR
BIDDING

New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

SCOPE OF
WORK

SHEET NO.

A-2



EXISTING ROOF DATA

Clubhouse Roof

- Asphalt Shingle
- Underlayment
- Wood Deck

NEW ROOF SYSTEM

Clubhouse Roof

- Metal Panel Shingle
- New Underlayment
- Wood Deck

Alternate – Metal Roof Panel Roof System

Roof Preparation

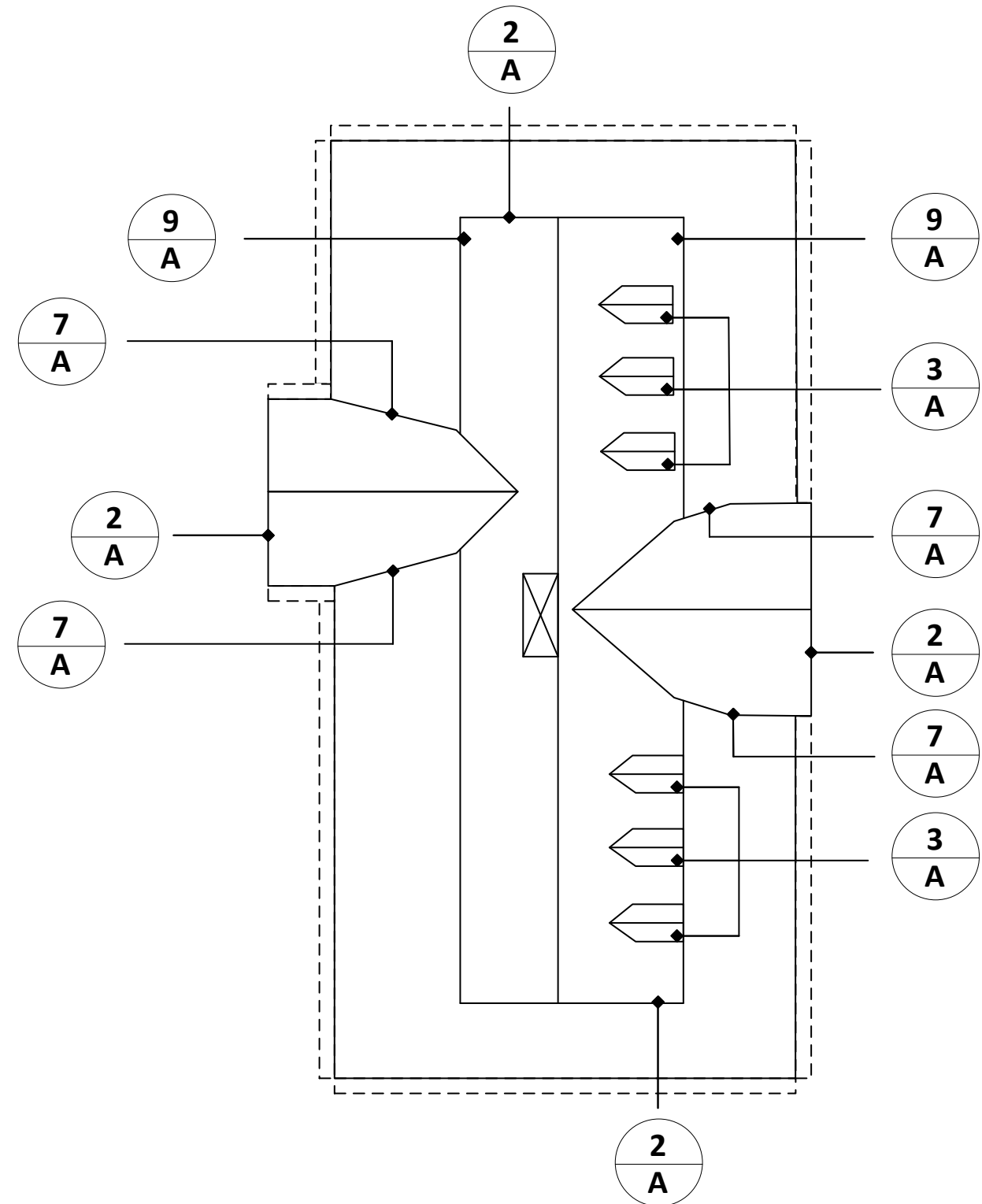
1. Remove existing roof system down to deck
2. Repair any open seams, holes, or cuts in roof Deck
4. Sweep deck clean before any coating to ensure all dirt & debris are removed.

New Installation

5. Install new self adhered Ice and Water shield underlayment over entire roof surface
6. Install new Metal Roof Panel Shingle Roof System (color selected by owner)
7. Flash roof penetrations into shingle roof system
8. Install new gutters and downspouts in place of existing gutters and downspouts

Project Notes

1. All waste produced by roof project is to be removed and disposed off-site by Roofing Contractor.
2. Any Electrical and HVAC Disconnect/Reconnects needed shall be provided by the "Contractor".
3. Field of roof is to be uniform and will ensure positive water flow to drains and gutters.
4. All gutter slopes and downspout locations to be approved by owner.
5. Contractor is to abide by all OSHA safety Protocols during project.
6. While accessing the roof, entrances and doors must not be blocked in any way.
7. Contractor to protect site trees and landscaping. Any damage caused by contractor will be repaired by contractor to owners satisfaction.



- Existing Exhaust Fan
- ⊗ Brick Chimney
- - - Gutter & Downspouts
- Existing Plumbing Stack



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APPROVED
FOR
BIDDING

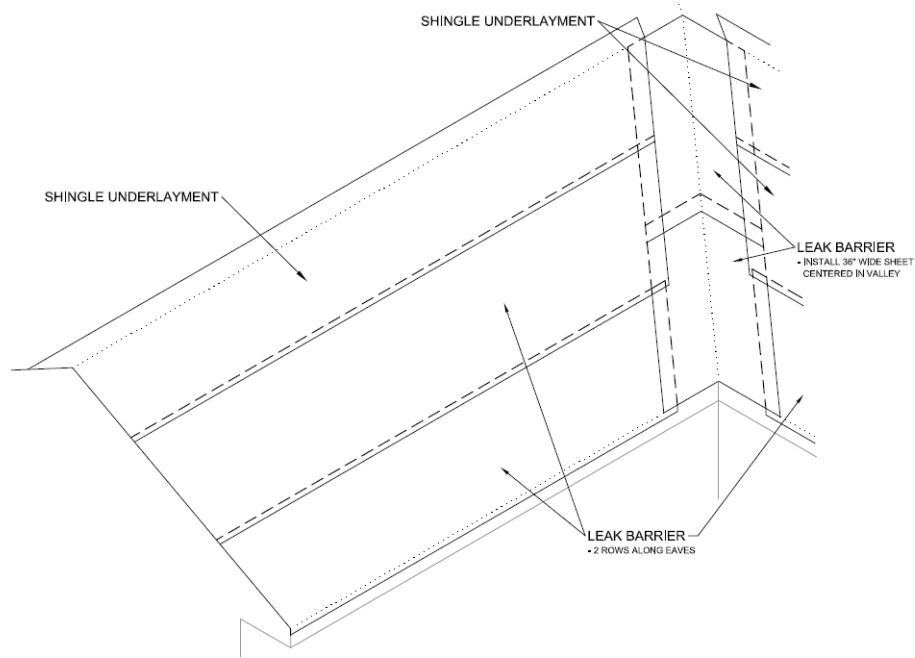
New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

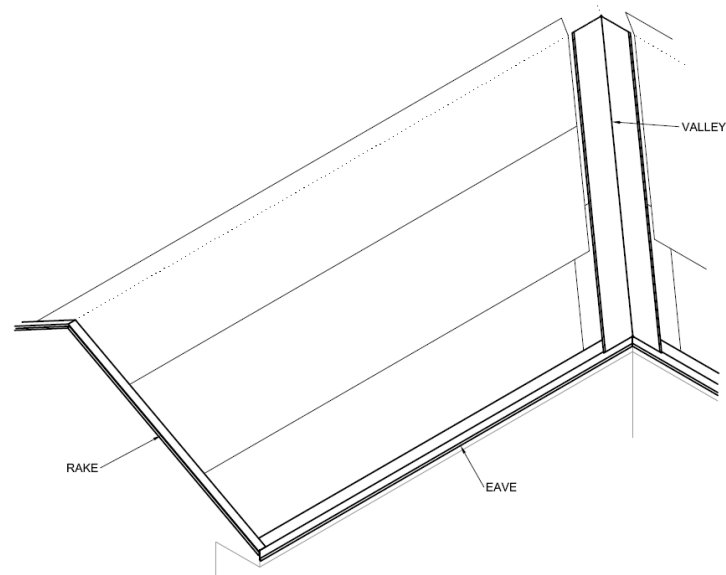
SCOPE OF
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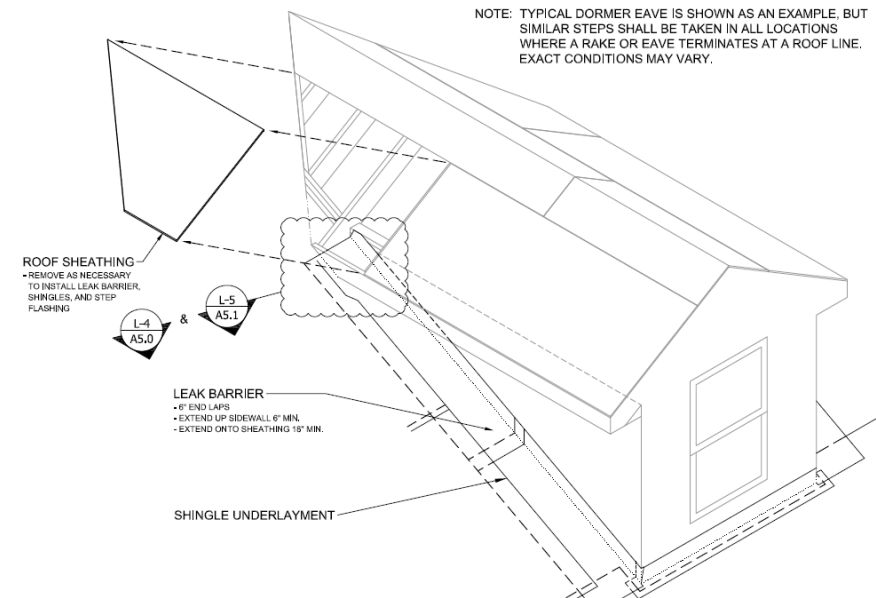
A-3



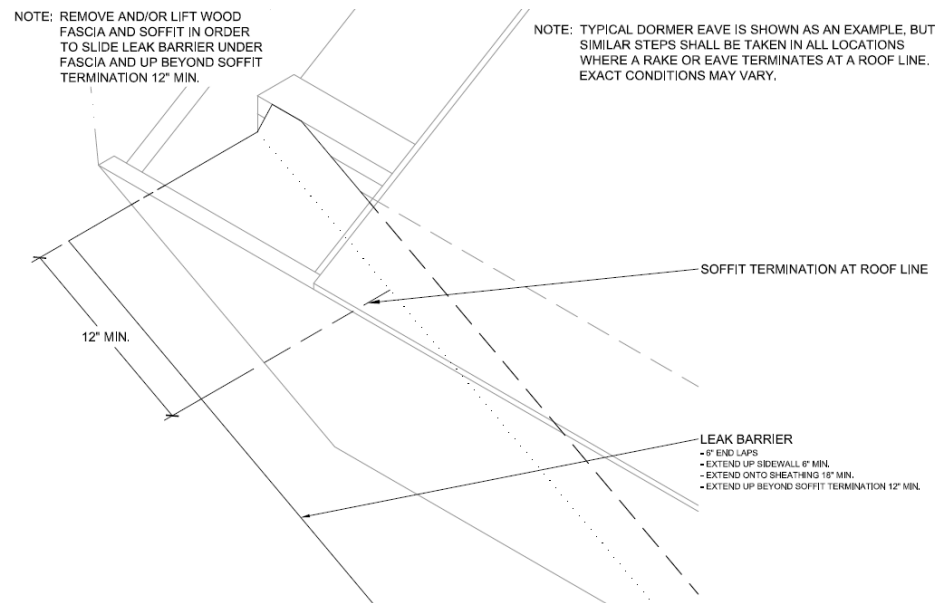
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A UNDERLAYMENT LAYOUT
CITY OF NEW BERLIN



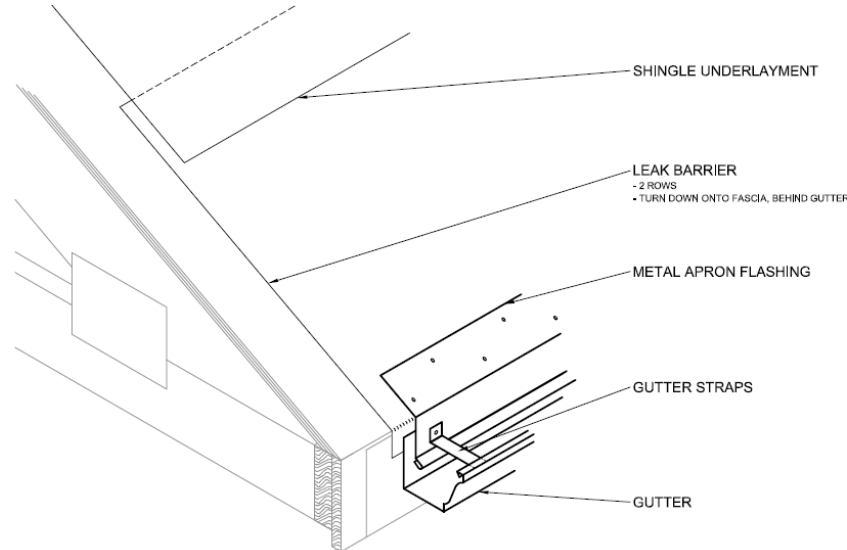
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CITY OF NEW BERLIN



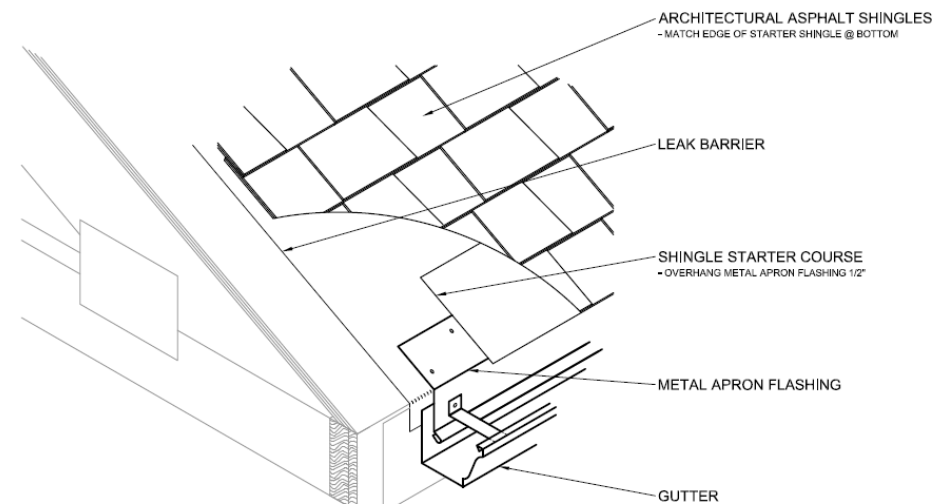
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A UNDERLAYMENT AT PENTHOUSE TRANSITION
CITY OF NEW BERLIN



4
A UNDERLAYMENT AT ROOF TRANSITION
CITY OF NEW BERLIN



5
A GUTTER AND METAL APRON
CITY OF NEW BERLIN



6
A SHINGLE AT EAVE
CITY OF NEW BERLIN



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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APPROVED
FOR
BIDDING

New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

DETAILS

SHEET NO.

A-4



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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APPROVED
FOR
BIDDING

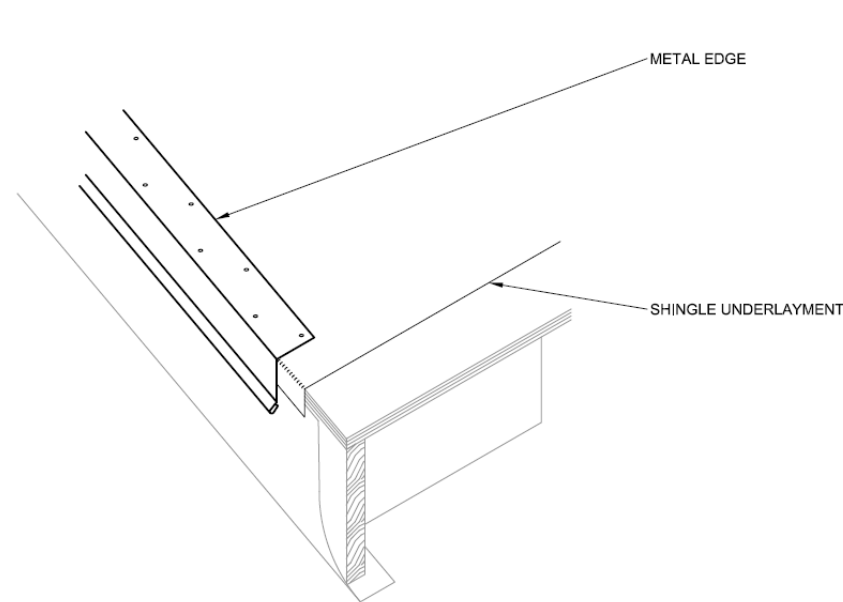
New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

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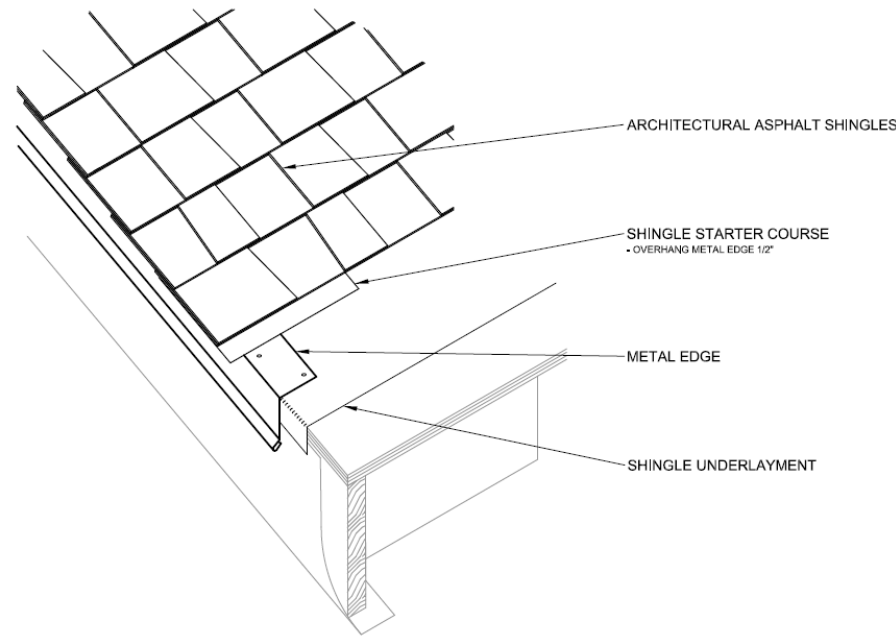
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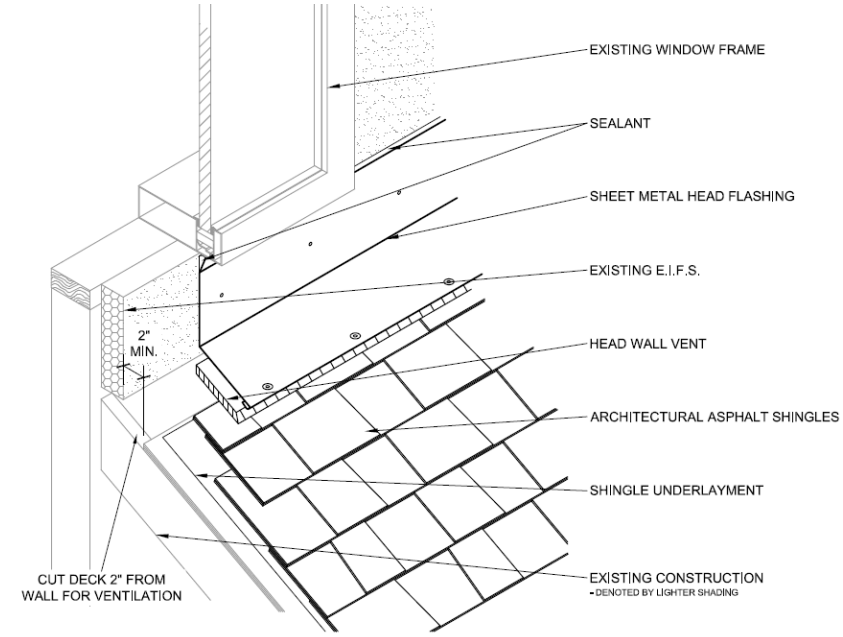
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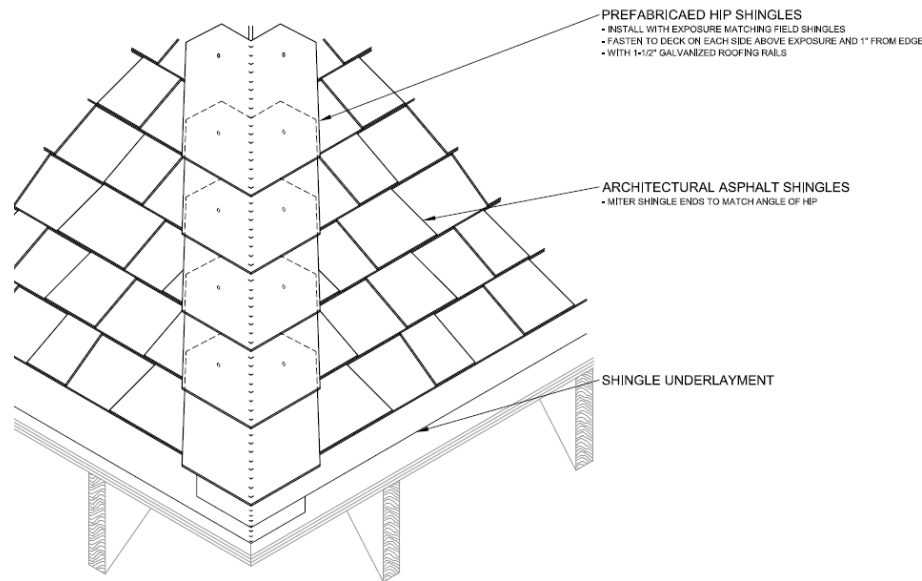
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A
RAKE EDGE METAL
CITY OF NEW BERLIN



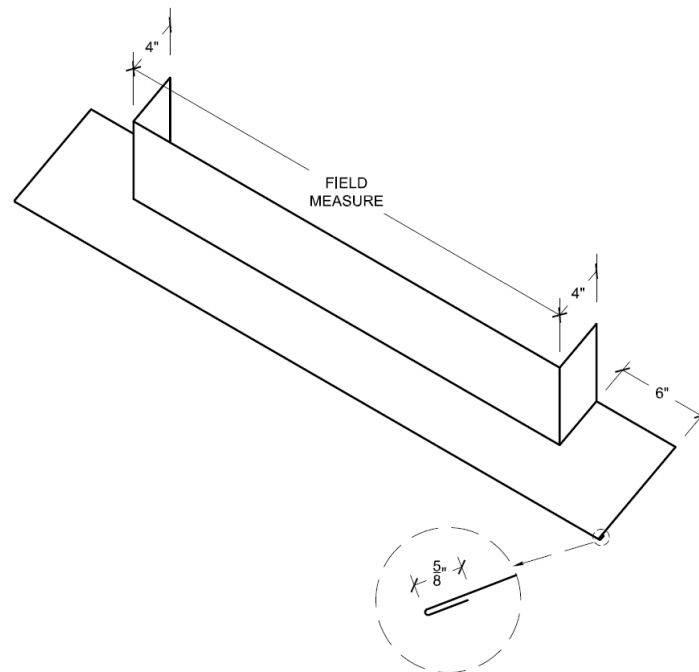
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CITY OF NEW BERLIN



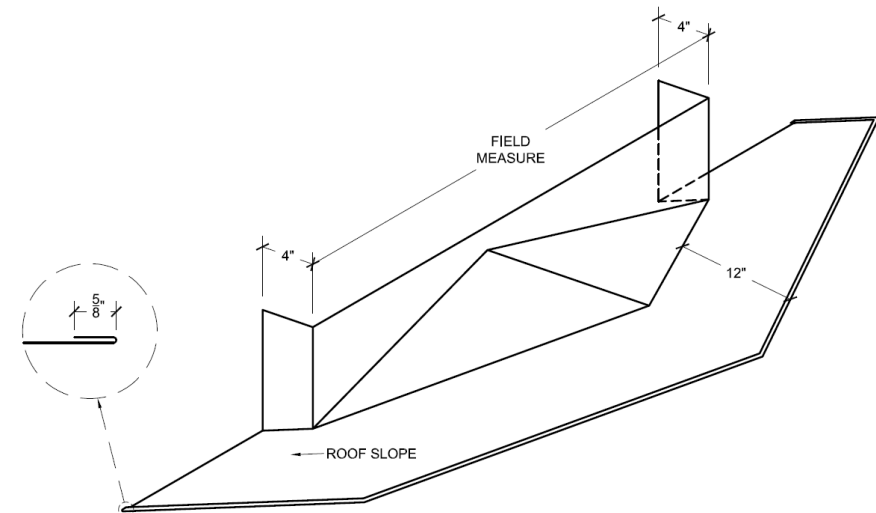
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HEADWALL AT WINDOW
CITY OF NEW BERLIN



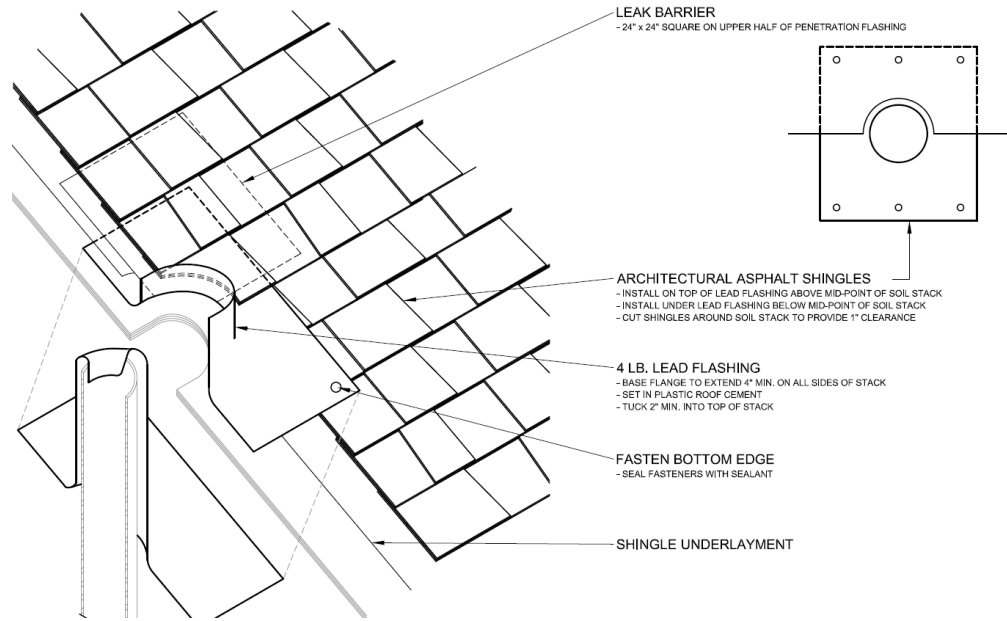
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A
HIP
CITY OF NEW BERLIN



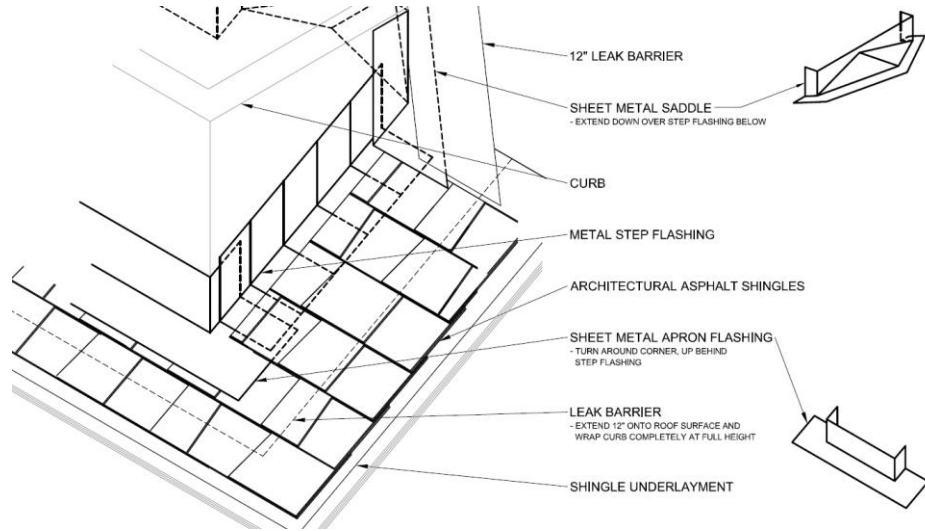
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A
SHEET METAL APRON FLASHING
CITY OF NEW BERLIN



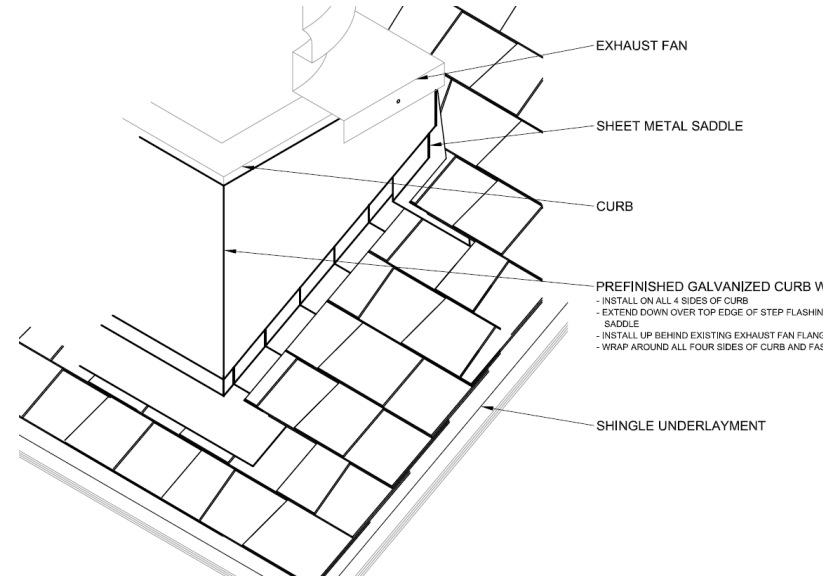
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A
SHEET METAL SADDLE
CITY OF NEW BERLIN



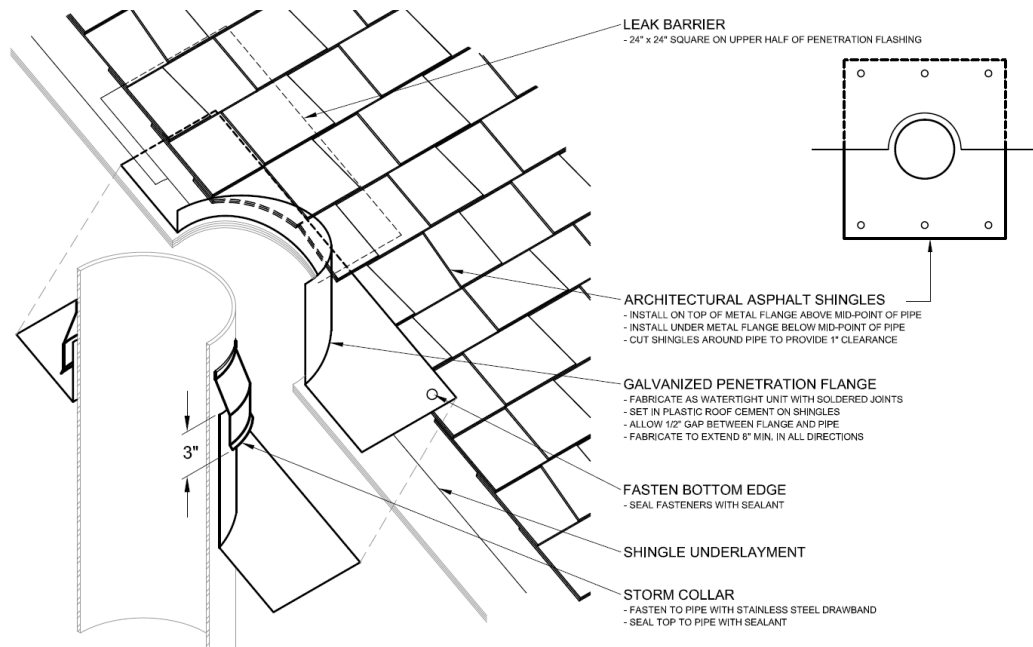
13
A **SOIL STACK WITH LEAD FLASHING**
CITY OF NEW BERLIN



14
A **ROOF CURB (STEP 1 OF 2)**
CITY OF NEW BERLIN



15
A **ROOF CURB (STEP 2 OF 2)**
CITY OF NEW BERLIN



16
A **PIPE FLANGE**
CITY OF NEW BERLIN



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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**APPROVED
FOR
BIDDING**

New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

DETAILS

SHEET NO.

A-6



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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FOR
BIDDING

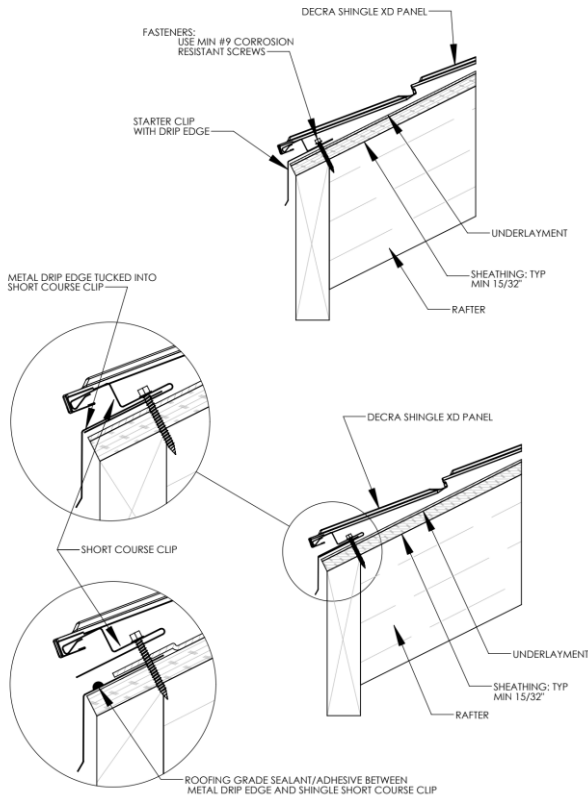
New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

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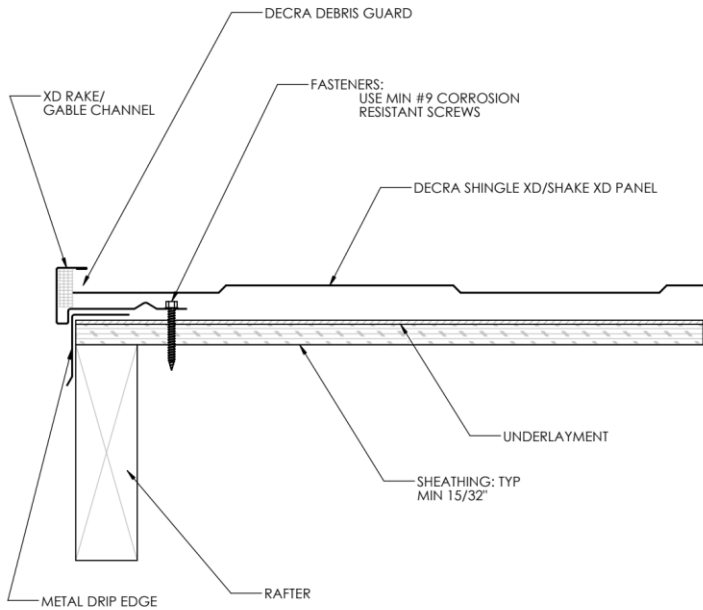
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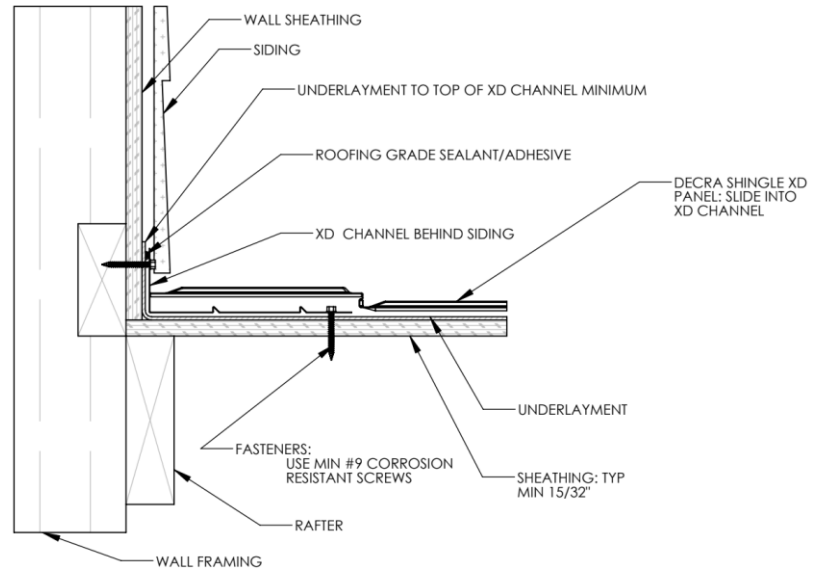
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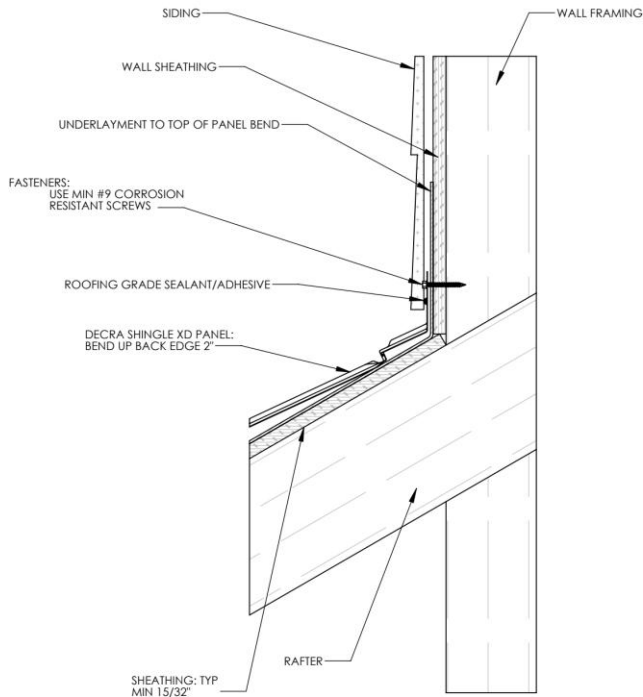
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B EAVE
CITY OF NEW BERLIN



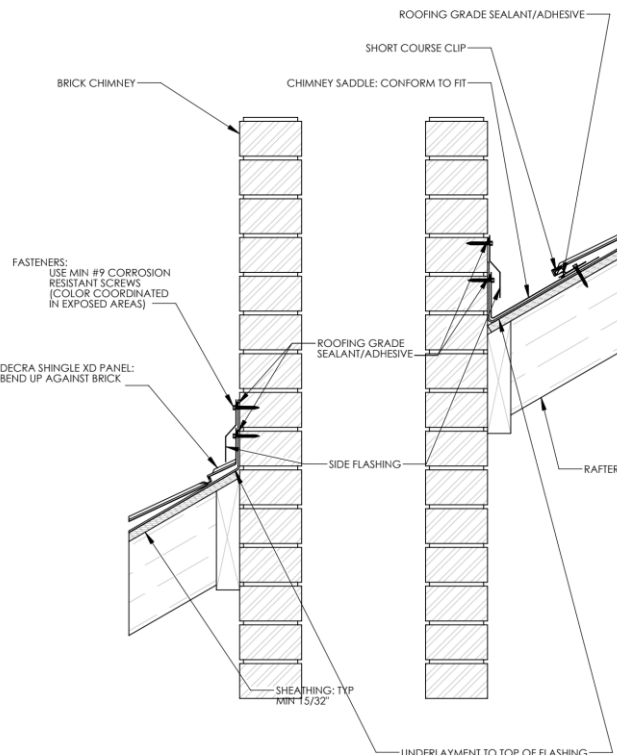
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CITY OF NEW BERLIN



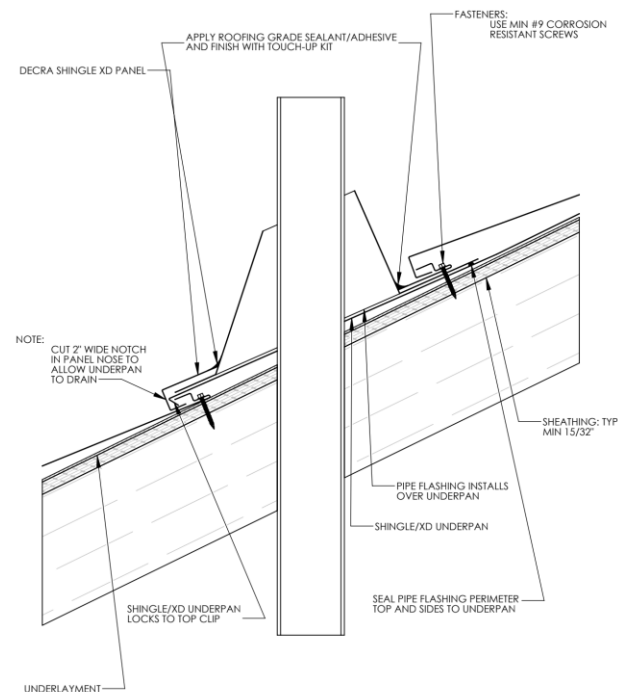
3
B ROOF TO SIDEWALL
CITY OF NEW BERLIN



4
B ROOF TO HEADWALL
CITY OF NEW BERLIN



5
B ROOF TO HEADWALL
CITY OF NEW BERLIN



6
B VENT PIPE
CITY OF NEW BERLIN



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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APPROVED
FOR
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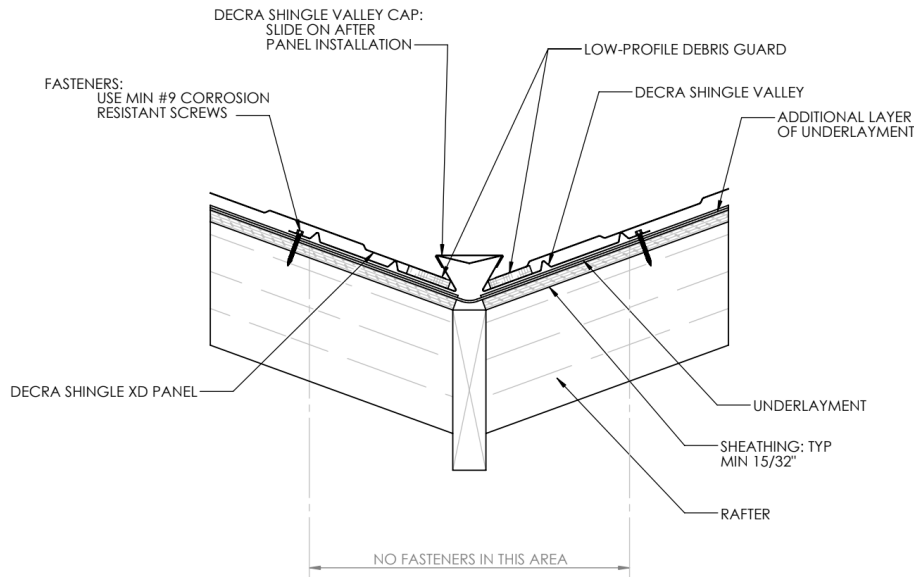
New Berlin Hills Golf Course
13175 W Graham St, New Berlin, WI 53151

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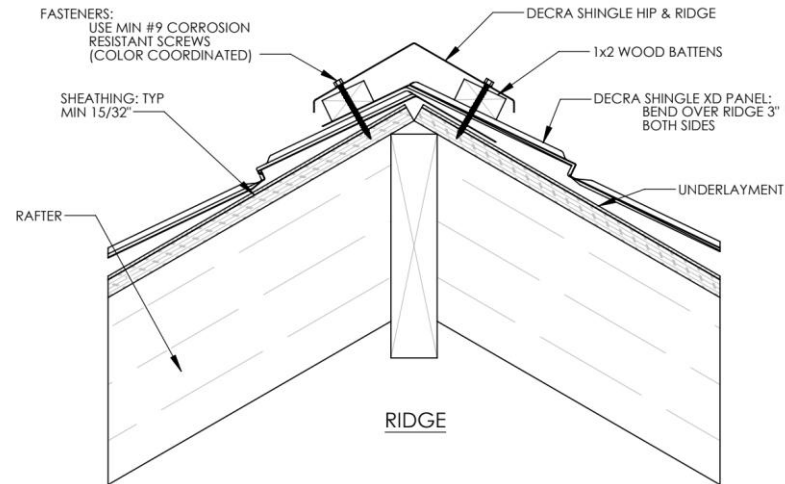
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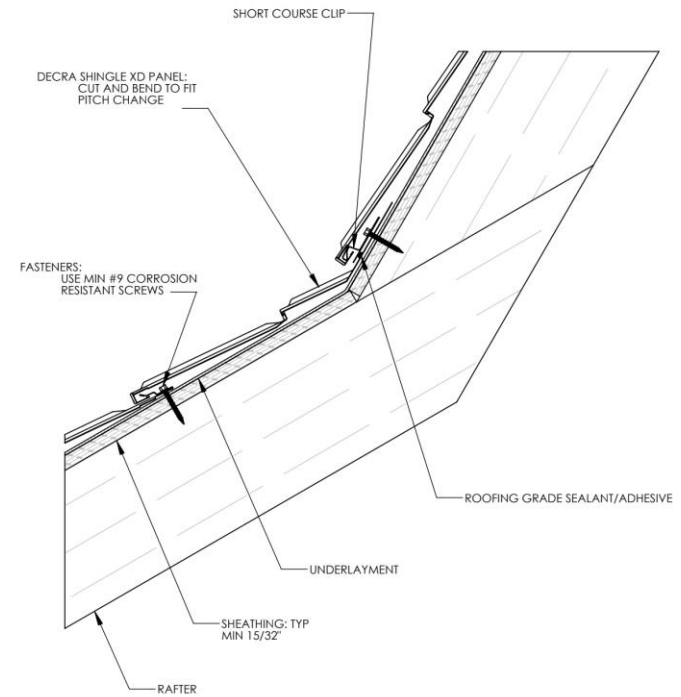
A-8



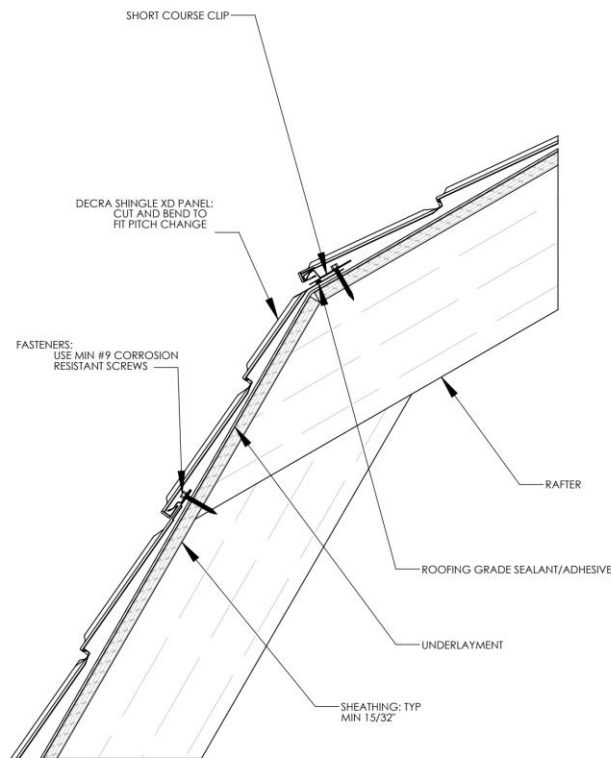
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B VALLEY
CITY OF NEW BERLIN



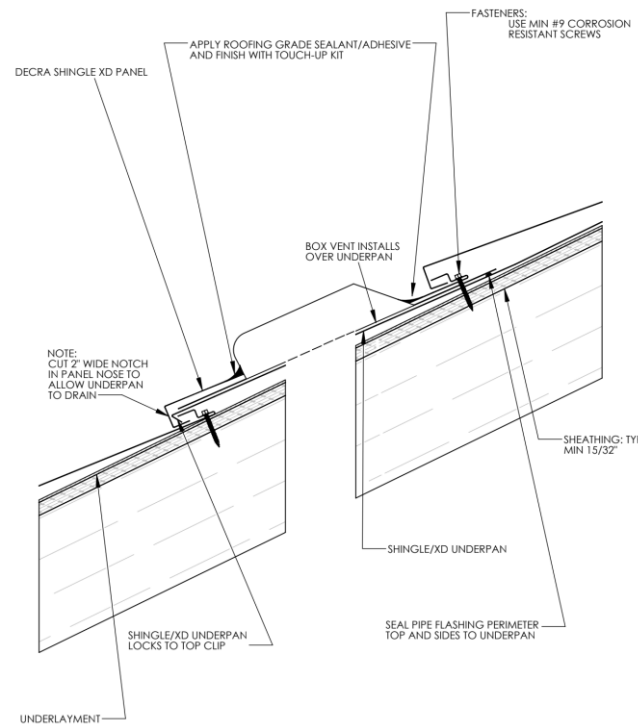
8
B RIDGE
CITY OF NEW BERLIN



9
B PITCH CHANGE – HIGH TO LOW
CITY OF NEW BERLIN



10
B PITCH CHANGE – LOW TO HIGH
CITY OF NEW BERLIN



11
B BOX VENT
CITY OF NEW BERLIN



since 1895

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

Wednesday, June 5th, 2024

City of New Berlin

3805 S Casper Drive, New Berlin, WI

Letter of Recommendation

RE: New Berlin Hills Clubhouse Building Envelope Project – Bid Review

This letter will serve as an accounting of the bid process for this project and a letter of recommendation on how to proceed.

On Thursday, March 21st The Garland Company and City of New Berlin met to review the bid documents and designs for this project. After the project document and designs were reviewed and approved for bidding, the project's timeline was put in place, the project was posted and advertised on QuestCDN, and a Mandatory Pre-Bid meeting was set. The project was posted and advertised on QuestCDN, for a 2 week period, from April 10th to April 24th. The Pre-Bid meeting was held on Thursday, March 25th at 10:00 am, where five contractors signed in and attended the Pre-Bid Meeting. At this meeting, the contractors were able to review the project and ask questions on any and all aspects of the project. Bids were due 12 days later, on Tuesday, May 7th at 10:00 am. All bids were to be mailed or hand delivered to the City of New Berlin's City Hall, in a sealed envelope, per the Project's Bidding Instructions. On Tuesday, March 7th, 2024 at 10 am, four bids were received, read out loud, and entered into a Bid Tabulation Form.

Attached to this letter is the Bid Tabulation Form, listing the bidding contractors and their bids. As part of the bid review process, the low bid contractor's bid was reviewed, discussed with the contractor, and evaluated to determine if the low bid contractor's bid adheres to the project's Specifications, Scope of Work, and Bid Documents. After review, it was found that the low bid contractor's bid, Robert's Restoration, did not meet the project specification requirements in the following ways:

- ☐ Roof System Underlayment for Metal Roof Panel Roofing system does not meet or exceed the performance requirements stated within the Specification (Page 49, 2.3 ACCESSORIES, B.)
- ☐ Roof System Underlayment for Asphalt Shingle Roofing system does not meet or exceed the performance requirements stated within the Specification (Page 43, Part 2 PRODUCTS, 2.2 SHEET MATERIALS, A).
- ☐ The contractor possesses no prior experience in installing the bid Metal Roof Panel Roofing System (Page 47, 1.4 SUBMITTALS, G.)
- ☐ Improper submission of Bid Documents (Page 36, Bid Form, 1. GENERAL DIRECTIONS TO BIDDERS, C.)

Due to these items, it is our recommendation that Robert's Restoration's bid be rejected, and the next lowest bid be accepted. After rejection of Robert's Restoration's bid, that would leave the low bid contractor as The Gardner Company. It is my recommendation that their Base Bid – Asphalt Shingle Roof System bid be accepted, at a cost of \$108,369.00.

By accepting the low bid for this project, we are able to address the aging roof on the New Berlin Hills Clubhouse and install a roof system that provides proper long-term waterproofing for this facility. This new roof system will address areas of current & past leaks/issues, it will increase the roof's waterproofing capabilities, and provide an increased longevity for the building.

If you have any questions or require further information, please feel free to contact me at (920) 309-2179 or rsurman@garlandinc.com.

Sincerely,

Rhett Surman

Milwaukee – Territory Manager

6710 W Wisconsin Ave, Wauwatosa, WI 53213

P: (920) 309-2179 E: rsurman@garlandinc.com



DATE: June 3, 2024

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the June 11, 2024 Common Council Mtg

Board of Appeals

Nicole Willoughby
4250 S Church Drive
New Berlin, WI 53151
414-324-8461
nicolew53215@gmail.com
(Re-Appointment)

Expiration Date

6/7/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Communications Committee

Michael Palecek
3600 S Loretta Lane
New Berlin, WI 53151
414-526-1885
michaelpalecek@gmail.com
(Re-Appointment)

Expiration Date

6/10/2025

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Golf Course Commission

William Sullivan
14525 W Park Ave
New Berlin, WI 53151
414-828-3110
wsullivan@wi.rr.com
(Re-Appointment)

Expiration Date

6/21/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Golf Course Commission

Richard Neureuther
 5830 S Timber Ridge Ct
 New Berlin, WI 53151
 414-840-4439
jneur@aol.com
 (Re-Appointment)

Expiration Date

6/21/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Library Board

Charles Garrigues
 13750 W National Ave. #4411
 New Berlin, WI 53151
 262-278-0115
chuckgarrigues@gmail.com
 (Re-Appointment)

Expiration Date

6/30/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Library Board

Patti Orzel
 15295 Library Lane #318
 New Berlin, WI 53151
 262-785-9153
orzelpatti@gmail.com
 (Re-Appointment)

Expiration Date

6/30/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Library Board

Dolores Greenwalt
 13185 W Wilbur Drive
 New Berlin, WI 53151
 414-350-6968
dogreenie@hotmail.com
 (Re-Appointment)

Expiration Date

6/30/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

MEMO FROM: Gregory Kessler, AICP – Director of Community Development

DATE: May 14, 2024

ISSUE: Approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, *Licenses and Permits*.

REQUESTED: Discussion and possible action to recommend to Common Council approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, *Licenses and Permits*.

RATIONALE: The purpose of the revisions is to provide clarification for the regulation of mobile vendors operating within City limits and further define Special Events within the City. See attached draft ordinance.

- § 152-4H: Clarify language regarding abandonment of licenses to sell alcoholic beverages.
- § 152-4L: Modify language from Chief of Police to the City Clerk to conduct investigations for licenses to sell alcoholic beverages.
- § 152-4O: Remove some of the language regarding reserve liquor licenses.
- § 152-4Q: Add language allowing the sale and/or consumption of alcoholic beverages on City property or public rights-of-way with an approved Special Event Permit.
- § 152-4R: Clarify language regarding abandonment of licenses to sell alcoholic beverages.
- § 152-5B: Add language stating that food trucks are considered a mobile vendor.
- § 152-5C: Remove references to charitable solicitors permits.
- § 152-5D: Add regulations for where direct sellers can operate.
- § 152-5E: Clarify license requirements for direct sellers.
- § 152-6: Remove charitable solicitors section.
- § 152-9: Loudspeaker permits shall be obtained from the Clerks Office. Define limited hours for these permits.
- § 152-23A: Create two new special event class categories and renumber classes.
 - Class I event as outlined in DHS 110.44(20r) with more than 5,000 people.

- Class II event, formerly Class I.
 - Class III event, formerly Class II.
 - Class IV event with 150 people or less. Block parties would fall into this category.
- § 152-23B: Clarify additional permits that will be required once a Special Event Permit has been applied for.
- § 152-23C: Further define application requirements for new event types.
- § 152-23D: Further define permit conditions for special events.

ORDINANCE NO. 2689**ORDINANCE TO AMEND CHAPTER 152 (LICENSES AND PERMITS) OF THE
MUNICIPAL CODE OF THE CITY OF NEW BERLIN**

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

SECTION I

Section 152-4H(5) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (5) Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on site a minimum of 25 hours per week and the licensee must main stock of alcohol to operate the bar as a going concern and such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

SECTION II

Section 152-4L of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- L. City Clerk to conduct investigation of applicants. Upon receipt of each application, the Clerk will make and complete an investigation of the statements in such application and an investigation of each applicant within reasonable dispatch after the application has been filed with the City Clerk. The City Clerk shall endorse his findings upon the application.

SECTION III

Section 152-4O of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- O. Reserve licenses.
- (1) Reserved.
 - (2) Reserved.

- (3) Payment of reserve license fees. If an applicant applies for less than a full license year or terminates their license before the end of a license year, the reserve license fee and any portions thereof will not be refunded nor will they be prorated.

SECTION IV

Section 152-4Q of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- Q. Alcoholic beverages on City property or public rights-of-way.
- (1) The sale and/or consumption of alcoholic beverages on City property or public rights-of-way is hereby prohibited except where an approved Special Event Permit is issued allowing for such activity.
 - (2) An exception to this prohibition would be sales by City of New Berlin Staff in Municipal Parks as permitted pursuant to Wisconsin Statute Sec. 125.06(6).
 - (3) The prohibition against public consumption on City property and public rights-of-way is further limited where the City has issued an Extension of Premise Permit to a Class B alcohol beverage seller where the authorized Extension of Premises includes a public sidewalk or street.

SECTION V

Section 152-4R(2) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (2) Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on site a minimum of 25 hours per week and the licensee must maintain stock of alcohol to operate the bar as a going concern and such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

SECTION VI

Section 152-5B of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- B. Definitions. As used in this section, the following terms shall have the meanings indicated:

CLERK

The City Clerk.

DIRECT SELLER

A person who sells goods or takes sales orders for the later delivery of goods at any location other than the permanent business place or residence of such person, partnership, association or corporation, and failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation.

GOODS

Personal property of any kind and provided incidental to services offered or sold.

MOBILE VENDOR

A person who offers goods or services for sale to the public without a permanently built structure but with a self-contained static structure by way of a vehicle or other transportation. Food trucks are considered mobile vendors.

PERMANENT MERCHANT

A direct seller who, for at least one year prior to the consideration of the application of this section to such merchant, has continuously operated an established place of business in this City or has continuously resided in this City and now does business from his residence.

SECTION VII

Section 152-5C(13) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (13) Any charitable organization, society, association or corporation which is recognized as a tax-exempt charitable organization by federal and state authorities.

SECTION VIII

Section 152-5D of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

D. Mobile vendors.

- (1) License requirement.
 - (a) Direct Sellers Permit. All mobile vendors doing business in the City will be required to obtain a direct sellers permit.
 - (b) Obtain a mobile retail license from either the State of Wisconsin or another jurisdiction. A copy of this license shall be on file with the City of New Berlin Clerk's Office.
 - (c) A copy of the direct sellers permit and mobile retail license shall be posted on the mobile unit for public view.

- (2) Parking.
- (a) Vendors must follow all City parking regulations and posted signage.
 - (b) Vendors cannot block or restrict an individual's access to a business or residence or the driveways, alleys or access points to the parking areas for such locations.
 - (c) Operating within the public right-of-way.
 - [1] Vendors are prohibited from selling along the following rights-of-way, arterials and major thoroughfares at all times: Calhoun Road, Cleveland Avenue, Greenfield Avenue, Lincoln Avenue, Moorland Road, National Avenue, Howard Avenue, Beloit Road, Coffee Road, Lawnsdale Road, Janesville Road, Racine Avenue, College Avenue, Sunny Slope Road, 124th Street, Small Road, and Grange Avenue.
 - [2] Vendors are prohibited from selling within public right-of-way along single family residential streets without a special event permit. Vendors must provide written evidence of the consent of all immediately adjacent property owners.
 - (d) Operating on or along City property.
 - [1] Parks, Buildings and Grounds Commission approval.
 - [a] Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on or along City property.
 - [b] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) do not require approval from the Parks, Buildings and Grounds Commission.
 - [2] Additional fee.
 - [a] An additional fee shall be collected for each event the Direct Seller is operating on or along City property.
 - [b] Exemptions. This additional fee shall not apply to direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.).
 - (e) Operating on private property.
 - [1] No more than 2 mobile vendors are allowed to operate on private property at any given time, unless approved as part of a special event permit.
 - [2] For properties directly adjacent to single family residential zoning districts, excluding the right-of-way, no more than 1 mobile vendor is allowed to operate on private property at any given time, unless approved as part of a special event permit.
 - (f) The vehicle utilized by mobile vendors shall be setback a minimum of 50' from the lot line of a lot with an existing restaurant or business which sells food prepared on site.
- (3) Sales.
- (a) It is prohibited to make any sales from the roadway median strip, safety island or on foot into any street or roadway, including any alleys where there is vehicular traffic.
 - (b) Food cannot be sold door to door.
 - (c) Food cannot be sold between the hours of 10:00 p.m. and 7:00 a.m.
 - [1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest,

etc.) shall be exempt.

- (d) Vendors cannot place coolers on the ground or provide tables or chairs for their customers.

[1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt.

- (e) No vendor shall use a power source from an adjacent building, and vendors must be self-contained.
- (f) All waste shall be disposed of properly by the vendor; no organic waste shall be deposited into the City sanitary sewer system.

SECTION IX

Section 152-5E(2)(b) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (b) Reserved.

SECTION X

Section 152-5E(3) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (3) Fee. At the time the registration is returned, a fee to cover the cost of processing the registration, as well as the required annual license fee, shall be paid to the Clerk. Such fees are stated in § 152-2 of this chapter.
 - (a) An additional fee shall be collected for Direct Sellers operating on or along City property for non-City sponsored events.

SECTION XI

Section 152-6 of the Municipal Code of the City of New Berlin is hereby repealed.

SECTION XII

Section 152-9 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- A. No person shall operate any loudspeakers or sound-amplifying devices in open-air theaters, places of amusement, upon the public highways or elsewhere within the City without first obtaining a permit therefor from the City Clerk.
- B. Application for such permit shall be made in writing to the City Clerk. If the loudspeaker and sound-amplifying device will be operated at such volume and be so located as not to constitute a public nuisance, a permit may be issued.
- C. This section does not apply to public address systems and sound amplifiers operated within

buildings which are completely enclosed so that the sound amplification does not cause disturbance outside of the building.

- D. Any amendment to a permit issued under this section shall require Common Council approval. In the event that any amendment to an existing permit is issued, City Clerk shall so advise the Chief of Police of that change.
- E. Loudspeaker Permits may only be issued for use between the hours of 9:00 a.m. and 11:00 p.m. Loudspeaker Permits outside of these hours may only be issued with the approval of the Common Council.
- F. Amplified music or noise being generated pursuant to a Permit under this Section shall only be permitted to the extent that it does not cause unreasonable disturbance to residents and businesses in the surrounding area. In the event the Police Department determines, in its reasonable discretion, that noise or music is causing an unreasonable disturbance to residents and businesses in the surrounding area, the Police Department shall have the authority to revoke the Permit and the noise/music being generated under the Permit must immediately cease.

SECTION XIII

Section 152-23 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CLASS I

A special event as outlined in DHS 110.44(20r) with more than 5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS II

A special event with 501-5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS III

A special event with 151-500 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS IV

A special event with 150 people or less, including personnel, volunteers, vendors, and attendees.

SPECIAL EVENT

An event held in the City that requires the use of public streets, rights-of-way, sidewalks or City property or are otherwise likely at the discretion of the City to create substantial impacts on the operations of the City, surrounding neighbors or neighborhoods. Special events include but are not limited to sporting events, festivals, fairs, parades, walks, runs/marathons, bike-a-thons, races, markets, block parties, exhibitions, motion picture filming and other events similar in nature. Special events can also be classified as any event that may require public safety and City services above and beyond their normal functions. Events held on private property that are open to the public may be classified as a special event if there is a significant impact on the City's operations and residents.

- B. Special Event Permit. No person or organization shall conduct a special event as defined herein within the City of New Berlin without first having obtained a special event permit. Permits are valid only for the dates, times and locations specified in the permit application. This provision shall apply to all events proposed after the date of the adoption of this section, whether or not the event in question has been a reoccurring event within the City. The following permits may also be required:
- (1) Park Rental Permit.
 - (a) Special events held on City Property shall obtain a Park Rental Permit from the Recreation Department.
 - (b) Approval from the Parks, Buildings and Grounds Commission is required.
 - (2) Direct Sellers Permit.
 - (a) All vendors, including mobile vendors, operating as part of a Special Event Permit on City Property, public rights-of-way, and/or private property shall obtain a Direct Sellers Permit from the Clerk's Office. The permit shall be displayed. Vendors shall abide by the provisions of §152-5 of the Municipal Code.
 - (b) Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on City property.
 - (3) Temporary Class B Retailer's License.
 - (a) The sale of beer and/or wine on City Property, public rights-of-way, and/or private property is prohibited unless the applicant can secure a Temporary Class B Retailer's License from the Clerk's Office. There must be either a licensee or a person holding an operator's license on site in accordance with §§ 125.17(1), 125.32(2), and 125.68(2), Wis. Stats. Applicants shall abide by the provisions of §152-4 of the Municipal Code.
 - (b) Approval from the Parks, Buildings and Grounds Commission is required for all vendors selling beer and/or wine on City property.
 - (4) Loudspeaker Permit.
 - (a) Special events containing amplified music on City Property, public rights-of-way, and/or private property shall obtain a Loudspeaker Permit from the Clerk's Office. Applicants shall abide by the provisions of §152-9 of the Municipal Code.

- (b) Approval from the Common Council is required for any variance to the hours outlined in this permit on City Property, public rights-of-way, and/or private property.
- (5) Fireworks Permit.
 - (a) Special events using fireworks on City Property, public rights-of-way, and/or private property shall obtain a Fireworks Permit from the Fire Department. Applicants shall abide by the provisions of §124-12G of the Municipal Code.
 - (b) Approval from the Common Council is required for fireworks on City Property, public rights-of-way, and/or private property.
- (6) Temporary Use Approval Permit.
 - (a) Special events on City Property, public rights-of-way, and/or private property may require a Temporary Use Approval Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-43 of the Municipal Code.
 - (b) Approval from the Plan Commission/CDA may be required for special events on City Property, public rights-of-way, and/or private property.
- (7) Sign Permit.
 - (a) Signs on City Property, public rights-of-way, and/or private property shall obtain a Sign Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-61 of the Municipal Code.
 - (b) Approval from the Plan Commission/CDA is required for any sign waivers on City Property, public rights-of-way, and/or private property.
- (8) Inspection Permits.
 - (a) Obtain the necessary building, plumbing and electric permits from the Department of Community Development.
- (9) Fire Department Permits.
 - (a) Obtain necessary permits for tents, canopies, and temporary structures over 120 square feet from the Fire Department.

C. Application.

- (1) Application requirements. An application will be considered complete if it contains all the information required under this section.
 - (a) Application timing.
 - [1] Class I Special Event Permits shall be filed with the City Clerk's office at least 120 days prior to the proposed event.
 - [2] Class II Special Event Permits shall be filed with the City Clerk's office at least 90 days prior to the proposed event.
 - [3] Class III Special Event Permits shall be filed with the City Clerk's office at least 45 days prior to the proposed event.
 - [4] Class IV Special Event Permits shall be filed with the City Clerk's office at least 14 days prior to the proposed event.
 - (b) Fees. Fees are established by the Common Council and shall be on file in the City Clerk's Office. The City Clerk may waive the permit fees for public agencies, nonprofit agencies or as deemed appropriate by the City Clerk.
 - (c) Deposits for Class I Events. Application fee in the form of a deposit shall be submitted to the City for all Class I events. The deposit shall be used to cover City staff review, planning time and coordination to review the application itself and through the completion of the event. Staff will use their direct billable hours to debit the submitted deposit amount. Should the deposit itself go down to zero,

the applicant shall replenish the deposit to the original amount. Any remaining deposit funds after the permit is issued or denied shall be returned to the applicant. The deposit will start at \$1,000.

- (d) The application shall include the following:
 - [1] The name, address and phone number of the person, entity or organization sponsoring the event.
 - [2] The name and address of the special event sponsor's contact or agent.
 - [3] The name, date, time and location of the event in question.
 - [a] Special events in residential neighborhoods may require notification of adjacent neighbors.
 - [4] A description of the event and its purpose.
 - [5] The estimated maximum number of participants, spectators and vendors at the proposed event. If the event is a multi-day event, it should be noted the estimated attendance per day.
 - [6] Whether alcohol will be sold or served at the event.
 - [7] Whether food and/or merchandise will be sold at the event.
 - [8] Plans and description of the following, as necessary for the event:
 - [a] Amplified music or entertainment and the hours;
 - [b] Fireworks;
 - [c] Closure of public streets or rights-of-way meeting the requirements of §230-6 of the Municipal Code;
 - [d] Parking size and location;
 - [e] Electricity and lighting plan;
 - [f] Erecting tents, canopies or temporary structures;
 - [g] Temporary fencing locations;
 - [h] Waste/recycling collection and disposal;
 - [i] Portable restrooms and hand wash stations.
 - [9] Additional items to consider:
 - [a] Additional security personnel;
 - [b] Emergency plan for inclement weather;
 - [c] Potable water for consumption on site;
 - [d] Medical/first aid kits.
 - [10] Certification that by signing the application, the applicant is authorized to act on behalf of the event sponsor(s).
 - [11] Applicant's acknowledgement that by signing and submitting the application, they accept and comply with the provisions of § 152-23D.

(2) Application process.

- (a) Within three business days of receipt of an application, the City Clerk shall distribute the complete application to the following departments for review and recommendation: City Attorney, Police, Fire, Buildings and Grounds, Recreation, Community Development, Inspection, Emergency Management, and Public Works. Department review and comments shall be returned to the City Clerk within 15 days of distribution of the application.
- (b) Permit review.

- [1] The City Clerk shall review all comments and recommendations provided by the departments and determine if the event requires Board or Commission approvals. The City Clerk will follow up with the applicant to ensure the appropriate licenses and permits are obtained for the event.
- [2] The Department of Community Development will review applications to determine if a temporary use permit may be required according to Chapter 275 of the Municipal Code. Additionally, Plan Commission or the Community Development Authority approval may be required for an event that is not customarily a permitted use under the current zoning of the property.
- [3] The City Clerk will send any permits that pertain to the sale of alcohol, merchandise, or food on City property to the Parks, Buildings and Grounds Commission for approval.
- [4] Common Council approval may be required depending on the size and scope of the special event.
- [5] The City Clerk will issue or deny the permit dependent on whether the applicant has fulfilled the requirements as set forth by the Departments and, if applicable, the boards and commissions. No permit will be issued unless it is approved by all departments.

D. Permit conditions.

- (1) Liability insurance. For a Class I or Class II event, the group sponsoring the event is required to supply the City with a certificate of liability insurance at least 30 days prior to the event. The certificate shall be written on a per-occurrence basis, and while the amount of coverage will vary depending on the size and nature of the event, the minimum coverage required by the City is \$1,000,000 and \$2,000,000 in the aggregate. The City also requires evidence of a policy endorsement naming the City of New Berlin and any and all of its officers and employees as an additional insured on a primary and noncontributory basis.
- (2) Indemnification. The applicant and event sponsor(s) shall agree to hold the City, its officers, employees, agents and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.
- (3) City services. All requests by the applicants for City services must be made at the time of application. The applicant shall be responsible for reimbursement to the City for any city personnel, services, equipment, and facilities provided for the special event. Reimbursement costs shall be calculated to include wages, overtime and fringe benefits and is due within 30 days of receipt of invoice. The City reserves the right to require full or partial payment of estimated costs in advance. All permit, signage and barricade costs are due prior to the special event. City Clerk will prepare an invoice based on the City resources required for the event.
- (4) Cleaning/damage deposit. The applicant may be required to submit to the City a deposit depending on the size and number of attendees. The deposit will be refunded to the applicant after an inspection of the premises is conducted and the City determines there is no loss or cleaning costs. The applicant shall be fully responsible for necessary cleanup associated with the permitted event, which must be completed no later than 12 hours after the conclusion of the event. The City reserves the right to retain the entire deposit if cleanup is not satisfactorily completed in the time frame specified.
 - (a) A deposit of \$5,000 shall be submitted for a Class I Special Event.
 - (b) A deposit of \$200 shall be submitted for a Class II Special Event.
- (5) Site requirements.

- (a) All tents, canopies or temporary structures over 120 square feet require Community Development Department approval and must apply for a permit with the Fire Department.
 - (b) Electricity requirements will be reviewed by the Community Development Department's Inspection Services to determine if an inspection is needed. Electric service must meet all City of New Berlin Code requirements.
 - (c) Attendees and staffing shall not exceed the maximum number, which can reasonably attend at the location of the special event.
 - (d) It is the responsibility of the special event sponsor for arranging any inspections required to meet these standards or requirements prior to the event. Any fees for such inspections shall be the responsibility of the special event sponsor.
 - (e) No staking or poles other than fasteners may be placed in any City street.
 - (f) Special events requiring a road closure shall comply with §230-6 of the Municipal Code.
- (6) Notification to residents. The City may require that the permit holder provide written notice 15 days in advance of the special event to any property owners or tenants as determined during the City department's review. Notice shall include the type of event, name of the special event sponsor(s), date, time and location, event coordinator's name and contact information during the event.
- (7) Class IV Special Events. The following regulations shall apply for Class IV Special Events, including Neighborhood Block Parties:
- (a) An applicant that requests the blockading of a public street, but only for a period of less than 12 hours and for recreational purposes.
 - (b) The applicant shall provide evidence of written consent of not less than 80% of the property owners abutting the portion of the street to be closed. The applicant is also required to provide evidence that all abutting property owners have been advised of the request for closure.
 - (c) The blockade of a public street may only be of a neighborhood street, not City arterials. The applicant shall be required to provide a map showing the portion of the City street to be closed and where the barricades will be placed.
 - (e) Applicant must be the owner of a property on the street where the block party is to be held and must assume responsibility under the permit for the event and compliance with all City Ordinances, the clean-up of the public right of way after the event and that all City barricades are returned within 48 hours of the end of the event.
 - (f) Barricades to close the street must remain in place at all times during the block party; however, the applicant must ensure that a drive lane through the blockaded street area of not less than 15' in width shall be provided so that all City emergency service vehicles are able to access property within the blocked street.
 - (g) If alcohol is being served at the event, it may be to only persons of age and there must be no providing of alcohol to any uninvited guests. No alcohol can be sold to any person.
 - (h) Grills may be permitted in the right-of-way subject to the other limitations of this section. However, smokers, fireplaces, fire pits and chimineas are prohibited. Inflatable play structures are also prohibited from being within the public right-of-way.
 - (i) All waste and debris must be cleaned up and properly disposed of after the event ends. Public rights-of-way must be restored to the condition that existed prior to the commencement of the event.
 - (j) If complaints are received by the Police Department which are not satisfactorily

resolved, the Police Department shall have the authority to revoke the permit and to terminate the event.

- (k) A permit request may be denied if complaints have been received regarding Class IV Special Events on the same street in the past, or if the applicant has failed to comply with the requirements of any City Permits in the past.

- (l) Class IV Special Events shall not occur on holidays.

E. Termination of an event. The City reserves the right to shut down a special event that is in progress if it is deemed a public safety hazard and/or public nuisance by police services and/or Fire Department and/or Emergency Management and/or there is a violation of City ordinances, state statutes or the terms of the applicant's permit. The City Clerk and/or his/her designee may revoke an approved special event permit. Note: there are also revocation, enforcement and penalties provided for in Article X in § 275-66, 275-67, 275-68, and 275-69. If the zoning permit/temporary use permit is revoked, there ceases to be an event.

F. Denial of permit.

- (1) The event will disrupt traffic within the City beyond practical solution.
- (2) The event will create a likelihood of endangering the public.
- (3) The event will interfere with access to emergency services.
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents.
- (5) The event will require the diversion of City resources that would unreasonably affect the maintenance of regular City service levels.
- (6) The application contains incomplete or false information.
- (7) The application fails to provide proof of insurance when required.
- (8) Inadequate provision for garbage or debris removal.
- (9) Inadequate provision of temporary restroom facilities.
- (10) Inadequate provisions for parking.
- (11) A denial of a permit by the Parks Buildings and Grounds Commission where the event is no longer viable.
- (12) A denial of a temporary use permit by the Department of Community Development or the Plan Commission/Community Development Authority.
- (13) Applicant fails to submit the required fees and/or deposit.

SECTION XIV

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

SECTION XV

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

SECTION XVI

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 14th day of May, 2024.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

§ 152-4. Intoxicating liquor and fermented malt beverages.

- A. State statutes adopted.
 - (1) The provisions of Ch. 125, Wis. Stats., describing and defining regulations with respect to alcohol beverages, exclusive of any provisions thereof relating to the penalty to be imposed, are hereby adopted and made a part of this section by reference. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein are intended to be made a part of this section to secure uniform statewide regulation of alcoholic beverages. [Amended 8-22-2006 by Ord. No. 2328]
 - (2) The City Clerk is authorized to issue temporary Class "B" licenses, pursuant to § 125.26(6), Wis. Stats., to the Chamber of Commerce as defined under § 125.02(3u), Wis. Stats.; bona fide clubs; county or local fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months before the date of application; and posts of veteran's organizations. The fee for such license shall be set by the Common Council. Application for temporary Class "B" shall be filed at least three days prior to issuance of the license. [Amended 11-10-2015 by Ord. No. 2556]
- B. License fees. [Amended 8-27-2013 by Ord. No. 2508; 11-10-2015 by Ord. No. 2556]
 - (1) Fermented malt beverages: see § 152-2.
 - (2) Fermented fruit beverages: see § 152-2.
 - (3) Intoxicating liquor: see § 152-2.
 - (4) Late filing fee. Any renewal liquor license application which is submitted after April 30 of the licensing year shall be assessed, in addition to any other fee provided for under this section, a late fee of \$100.
- C. Election to permit volume liquor sales. The City elects to come under the provision of § 125.51(3)(b), Wis. Stats.
- D. Premises must be business property. No license shall be issued hereunder for any premises which is not improved as business property, having a store or business front.
- E. Disclosure of offenses required. Every applicant for a retail Class "B" license and for an operator's license shall make full disclosure to the Council of any prior conviction of any violation of any state or federal law or any municipal ordinance, and applicants may be required to submit to fingerprinting at the option of the Police Department after that Department has conducted a background check.
- F. Closing hours.
 - (1) Sections 125-32(3) and 125.68(4), Wis. Stats., shall apply except that no premises for which a retail Class A intoxicating liquor license has been issued shall be permitted to remain open for the sale of intoxicating liquor between 9:00 p.m. and 8:00 a.m. The owner of the premises shall implement electronic cash register restrictions to preclude the sale of Class A intoxicating liquor during these hours and also shall establish procedures to require the verification of the age eligibility of each purchaser. [Amended 4-12-2011 by Ord. No. 2450]
 - (2) Hotels and restaurants whose principal business is the furnishing of food or lodging to patrons, and bowling alleys and golf courses, may remain open for the

conduct of their regular business, but no intoxicating liquors or fermented malt beverages shall be sold or consumed during prohibited hours as specified in Subsection F(1).

- (3) Except as provided in Subsection F(2) above, no person other than employees of the licensee or persons performing business or repair services for the licensee shall remain on the licensed premises during any of the time during which the premises are required to be closed as provided in Subsection F(1). No open containers containing alcoholic beverages shall be permitted on the licensed premises during those hours the premises are required to be closed.

G. Regulation of underage persons.

- (1) Definition. An underage person is a person who has not attained the legal drinking age. [Amended 6-19-2001 by Ord. No. 2142]
- (2) Sale of liquor or beer to underage persons prohibited. No person shall sell or give any fermented malt beverage or intoxicating liquor to any underage person unless accompanied by an adult parent, guardian or spouse of legal drinking age.
- (3) Purchase or possession of beer or liquor by underage persons prohibited. No underage person shall purchase or receive, or have in his possession, any fermented malt beverage or intoxicating liquor unless accompanied by an adult parent, guardian or spouse of legal drinking age.

H. Prohibited practices and places of sale.

- (1) (Reserved)
- (2) No retail Class A license for the sale of intoxicating liquor beverages shall be used for any premises upon which fuel for motor vehicles is sold and directly dispensed into such motor vehicle. The retail Class A license for the sale of fermented malt beverages and intoxicating liquor may be issued for such a premises, provided the license holder submits a plan of operation at the time of the initial application or renewal thereof with a diagram or photograph of the proposed display area for fermented malt beverages and intoxicating liquor on premises upon which fuel for motor vehicles is sold. Such plan of operation shall be reviewed by the Committee of the Whole, which shall approve or disapprove of the same without referral to the Common Council. In addition to the other grounds for revocation set forth in this chapter, the failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation. It shall further be grounds for revocation if the holder of the liquor license fails to implement electronic cash register restrictions to preclude the sale of intoxicating liquor beverages after 9:00 p.m. and before 8:00 a.m. [Amended 1-23-2007 by Ord. No. 2337; 4-12-2011 by Ord. No. 2450]
- (3) No Class "B" license or permit may be granted for any premises where any other business is conducted in connection with the premises, except that this restriction does not apply if the premises for which the Class "B" license or permit is issued is connected to premises where other business is conducted by a secondary doorway which serves as a safety exit and is not the primary entrance to the Class "B" premises. No other business may be conducted on premises operating under a Class "B" license or permit. These restrictions do not apply to any of the following:

- (a) A hotel.
 - (b) A restaurant, whether or not it is a part of or located in any mercantile establishment.
 - (c) A combination grocery store and tavern.
 - (d) A combination sporting goods store and tavern in Towns, villages and fourth class cities.
 - (e) A combination novelty store and tavern.
 - (f) A bowling alley or recreation premises.
 - (g) A club, society or lodge that has been in existence for six months or more prior to the date of filing application for the Class "B" license or permit.
 - (h) A movie theater. [Added 11-10-2015 by Ord. No. 2556]
 - (i) A painting studio. [Added 11-10-2015 by Ord. No. 2556]
 - (j) Premises for which a temporary Class "B" license is issued under § 125.26(6), Wis. Stats.; if the license is one of multiple licenses issued by the municipality to the same licensee for the same date and times, the license is the sponsor of an event held at multiple locations within the municipality on this date and at these times, and an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol at the event. [Added 11-10-2015 by Ord. No. 2556]
- (4) Restriction on sales in residential property. No license shall be issued to any person or entity for the purpose of possessing, selling or offering for sale any intoxicating liquor or fermented malt beverage in any dwelling, house, flat or residential apartment. [Added 8-27-2013 by Ord. No. 2508]
- (5) ~~Abandonment of license. Any licensee granted or issued a license to sell alcohol beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. In this section, "abandon" and "abandonment" shall mean a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the City Council for a period of one year. The Common Council may, for good cause shown, extend the period of permitted nonuse. [Added 8-27-2013 by Ord. No. 2508]~~ Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on site a minimum of 25 hours per week and the licensee must main stock of alcohol to operate the bar as a going concern and

such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

- (6) Code compliance. No Class B license may be issued unless the premises in which the sale shall occur comply with and conform to all ordinances and health, sanitation and building regulations of the City, as well as the State of Wisconsin. [Added 8-27-2013 by Ord. No. 2508]
- I. Partnership and corporate licensees. Each application for a retail liquor license or a renewal thereof shall include, if a partnership, the names of all partners whether general or limited. Corporate applications shall include the exact name of the corporation, its principal place of business, its registered address, its registered agent, the names of its officers and all members of its board of directors. Each such partner, officer and director shall comply with the disclosure provisions of Subsection E of this section.
- J. Compliance. [Amended 8-27-2013 by Ord. No. 2508; 12-12-2017 by Ord. No. 2598]
 - (1) Prior to acting upon any application or renewal of an intoxicating liquor or fermented malt beverage license, the applicant shall have fully paid all personal property taxes, real property taxes, assessments and fees of the City, and the premises to be licensed shall fully comply with all applicable codes, ordinances, rules and regulations regarding building, electrical and plumbing components thereof. In addition, the applicant shall obtain all other permits required to occupy the licensed premises or to conduct the operations permitted under the license from any and all City departments or other governmental entities with jurisdiction.
 - (2) All applicants for renewal under this section shall, on or before April 30 of each year, demonstrate to the City's Committee of the Whole that such premises are fully in compliance with all applicable electrical, plumbing, building and zoning codes. Should the applicant fail to bring the building into compliance or fail to have scheduled a code inspection on or before April 30 of each year, in addition to nonrenewal of such license, the applicant shall pay an additional applicant fee as set by the Common Council prior to the application for renewal being considered by the Committee of the Whole.
- K. Certification. [Amended 8-28-2007 by Ord. No. 2355]
 - (1) Definition. For the purpose of this section, "premises" shall mean that portion of a building with an entrance and an exit to a public walkway or parking area for all or a portion of which a "Class A" intoxicating liquor license has been granted.
 - (2) Required. All holders of "Class A" liquor licenses shall be required, upon initial application and thereafter upon application for renewal, to certify to the City Clerk that percentage of the licensee's retail sales for the license holder which involves sales other than intoxicating liquors and fermented malt beverages.
 - (3) (Reserved)
 - (4) Partition and plan of operation.
 - (a) Partition. A license holder subject to the requirements of this section shall implement a crowd-control or other suitable barrier to preclude access to the merchandise area for the sale of intoxicating liquor and/or fermented malt beverage between the hours of 9:00 p.m. and 8:00 a.m. The license holder shall further be required to implement electronic cash register restrictions to preclude the sale of intoxicating liquor products during

these hours, as well as procedures to require the verification of the age eligibility of the purchaser. [Amended 4-12-2011 by Ord. No. 2450]

(b) Plan of operation.

[1] All intoxicating liquor license holders shall submit a plan of operation at the time of initial application or renewal thereof, with a diagram or photograph of the proposed display area for intoxicating liquor. Such plan of operation shall be reviewed by the Committee of the Whole, which shall approve or disapprove the same, without reference to the City Council.

[2] In addition to other grounds for revocation as set forth in this chapter, failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation.

L. ~~Chief of Police~~ City Clerk to conduct investigation of applicants. Upon receipt of each application, the Clerk ~~will refer it immediately to the Chief of Police, who~~ will make and complete an investigation of the statements in such application and an investigation of each applicant within reasonable dispatch after the application has been filed with the ~~Chief of Police~~ City Clerk. The ~~Chief of Police~~ City Clerk shall endorse his findings upon the application ~~and deliver the application to the City Clerk~~.

M. Temporary extension of licensed premises for special event. [Added 5-28-2013 by Ord. No. 2502]

(1) The granting of a temporary extension of licensed premises for special events shall authorize the licensee to sell or serve intoxicating liquors or fermented malt beverages as permitted by the specific license held during the period of time and in the area described in the application for such temporary extension as expressly approved by the Common Council. Such authority is contingent upon and subject to the licensee obtaining any and all other special privileges and permits required for the conduct of the special event for which the temporary extension of the licensed premises is sought.

(2) Any person holding a valid Class "B" fermented malt beverage license, Class B tavern license or "Class C" wine license may apply for the temporary extension of such licensed premises for a special event. The area which the licensee wishes to include in a temporary extension of licensed premises must be owned by or under the control of the licensee. The signature of both the licensee and the owner of the property must both appear on the application. If the applicant seeks a temporary extension of the licensed premises such that the extended licensed premises would extend into or encroach upon any public property or public right-of-way, the applicants shall also be required to obtain the applicable special privilege for use of said public property or right-of-way for the document authorized in the temporary extension of the licensed premises to be issued by the City Clerk. The applicant shall also be required to comply with all other applicable statutes and ordinances.

(a) Applicant's responsibility. Application for the temporary extension of licensed premises for special events shall be made by an individual, or an authorized agent, in the case of a corporation, partnership or limited liability company, who shall be personally responsible for compliance with all of the terms and provisions of this section.

- (b) Application. The application for the temporary extension of licensed premises shall be filed not less than 15 days prior to the date upon which the applicant wishes the matter to be considered by the Common Council, which date shall be not less than two weeks prior to the proposed special event. Applications shall be made on forms provided by the City Clerk and must be signed and sworn to by the applicant, if an individual, one partner of a partnership or by a duly authorized agent, officer or member of a corporation or limited liability company. The application shall include the following:
- [1] The name, business address and telephone number of the applicant.
 - [2] The address of the existing licensed premises.
 - [3] The type of license currently held.
 - [4] Specific description of the site for which the temporary extension is sought, including the dimensions of the area.
 - [5] The location of exits.
 - [6] The manner in which the licensed premises area will be restricted and screened from underage persons.
 - [7] The name of the particular event or function for which the temporary extension of the licensed premises is sought.
 - [8] The date and period of time for which the particular event or function will be operated.
 - [9] Such other reasonable and pertinent information as the Common Council may require.
- (c) The completed application should be submitted to the Common Council, which shall consider the matter. As part of the consideration process, the Common Council will consider:
- [1] The appropriateness of the location site for which the permit is sought; and whether the event for which the permit is sought will create undesirable neighborhood problems.
 - [2] The hours during which the event will be operated at the site and the likely effect of the event on the surrounding area.
 - [3] Whether previous permits granted to the same applicant or to other applicants for the same site have resulted in neighborhood problems, including, but not limited to, complaints of loud music, noise, litter, disorderly conduct, loitering, public urination or drunkenness, excessive refuse, parking in unpermitted locations, or such other factors as may reasonably relate to the public health, safety and welfare of the community.
- (d) If the Common Council approves the application for the temporary extension of licensed premises, the City Clerk shall issue a permit to the applicant confirming that fact and specifying the date, period of time and specific location for which the temporary extension shall be in effect. The document may also contain any restrictions or conditions which the

Council may place on such approval. The City Clerk shall not issue the permit if the applicant has not obtained all of the required permits for the premises or final inspection of the premises has not yet occurred.

- (e) The licensee granted a temporary extension of licensed premises for special events may not sell any alcohol or non-alcohol beverages for consumption in bottles and glass containers at the location of the extension of licensed premises. Beverages may only be sold in single-service cups or cans for on-premises consumption in the location of the temporary extension of the licensed premises. [Amended 4-12-2016 by Ord. No. 2563]
- (f) The permit for the temporary extension of licensed premises may only be issued during the time that the applicant holds a valid liquor license otherwise from the City of New Berlin.
- (g) Each application for extension of licensed premises will be viewed upon its own merit, and the granting of the existing alcohol beverage license or previous temporary extension to the licensed premises will not guarantee the issuance of a new temporary extension of licensed premises.
- (h) The applicant shall obtain liability insurance coverage for the event and such coverage shall provide for the City of New Berlin to be named as an additional insured, which coverage shall be evidenced by a policy endorsement. Said endorsement shall be filed with the Municipal Clerk and shall evidence the liability insurance limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (i) In such instances where the event is recurring and there has been a previous approved extension of premises permit issued, the applicant may simply provide an application noting the fact that this is a recurring, previously approved event, and giving the basic information about the event, the date, location and specifics, together with a certificate of liability insurance.
- (j) Failure to comply with the terms of the extension of premises permit may result in revocation of the license by the Common Council and prosecution of any ordinance violations and a denial of all future applications for extension of premises. Such circumstances will be considered at the time of renewal of the existing underlying alcohol beverage permit.
- (k) Any request for reconsideration of the denial of the extension of premises permit must be submitted to the City Clerk and be made within five days of the date of denial.

N. Catering services. Those alcohol beverage licensees who operate what are commonly known as catering services shall comply with the following: [Added 8-27-2013 by Ord. No. 2508]

- (1) The licensee shall deliver alcohol beverages to an event only when the licensee supplies full food catering service for all guests or participants in the event.
- (2) No licensee shall deliver alcohol beverages for an event that is held upon the premises of another alcohol beverage licensee.

- (3) No licensee shall sell, deal or traffic any alcohol beverages except face-to-face with the purchaser on the licensed premises of the licensee. This provision shall not prevent nor prohibit the licensee from delivering goods to the buyer as an accommodation.
- (4) The licensee may supply personnel to dispense alcohol beverages at the catered event.
- (5) No person shall engage in the individual sale of alcohol beverages to be consumed by the glass at a catered event (cash bar) when the alcohol beverages have been supplied by a retail licensee.
- (6) The event where catering occurs shall not occur over a period exceeding three days.
- (7) The distribution of alcohol beverages at the catered event is subject to all the provisions of this section.

O. Reserve licenses. [Added 8-27-2013 by Ord. No. 2508]

- (1) ~~Reserved. Applicants for Class B reserve liquor licenses may also apply for a grant from the City to cover part of the cost of licensure. The amount of grant money any one applicant may receive, if any, is in the discretion of the Common Council, but in no event shall exceed \$9,500. Grants shall be considered a community development grant to promote businesses within the City of New Berlin that apply for and receive Class B reserve liquor licenses.~~
- (2) ~~Reserved. Applicants for Class B reserve liquor licenses seeking said grant must submit a completed application to the City Clerk's Office. Said application must be signed and notarized and the application fee must be included. Notarized signatures are required of an individual applicant, a partner, a partnership or an agent or owner if it is a corporation or LLC. The applicant shall be required to explain how the grant will be used to benefit the economic climate of the City of New Berlin and to be eligible for a grant, an applicant must meet all standard requirements for liquor license approvals including obtaining an occupancy permit from the Department of Community Development.~~
- (3) Payment of reserve license fees. If an applicant applies for less than a full license year or terminates their license before the end of a license year, the reserve license fee and any portions thereof will not be refunded nor will they be prorated.

P. Provisional retailer licenses. [Added 1-13-2015 by Ord. No. 2535]

- (1) The City Clerk may issue, upon application, a provisional retailer license to a person who has applied for a retailer license for the sale of fermented malt beverages, intoxicating liquor or wine, Class A, Class B or Class C. Such provisional license shall only authorize those activities that the type of retailer license applied for authorizes and shall be subject to the applicant meeting all licensing requirements set forth in this chapter and Wis. Stats. § 125.185, as amended. A provisional license shall expire 60 days after its issuance or when the alcohol beverage retailer establishment license is issued to the holder, whichever is sooner. Such provisional license may not be renewed and may be revoked by the City Clerk if the Clerk determines that a false statement was made on the application. The issuance of a provisional Class B license is subject

to the availability of the license based upon the quota limitations of Wis. Stats. § 125.51.

~~Q. Sales of beer at City parks. Officers and employees of the City are authorized to sell beer in municipal parks operated by the City pursuant to the authority granted under § 125.06(6) of the Wisconsin Statutes. [Added 7-25-2023 by Ord. No. 2680]~~

~~Q. Alcoholic beverages on City property or public rights-of-way.~~

- ~~(1) The sale and/or consumption of alcoholic beverages on City property or public rights-of-way is hereby prohibited except where an approved Special Event Permit is issued allowing for such activity.~~
- ~~(2) An exception to this prohibition would be sales by City of New Berlin Staff in Municipal Parks as permitted pursuant to Wisconsin Statute Sec. 125.06(6).~~
- ~~(3) The prohibition against public consumption on City property and public rights-of-way is further limited where the City has issued an Extension of Premise Permit to a Class B alcohol beverage seller where the authorized Extension of Premises includes a public sidewalk or street.~~

R. Initiation of license use and abandonment of licenses. [Added 7-25-2023 by Ord. No. 2680]

- (1) Initiation of license use. Within 180 days from the issuance of a Class B License, the licensee shall be open for business with adequate stock and equipment. If the business does not commence within such time, the license shall be subject to revocation by the Common Council after a public hearing. The Common Council may, for good cause shown, extend the deadline for initiation of the use of the license for up to a ninety-day period. Failure to commence doing business within 180 days (and any extension permitted by the Council thereto) from the issuance of the license constitutes cause for revocation under this chapter.
- (2) ~~Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandon such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandonment" shall be defined as a continuing refusal or failure of a licensee to use the license for the purpose or purposes for which the license was granted by the Common Council, which abandonment continues for a period of 180 days. The Common Council may, for good cause shown, extend the period of permitted nonuse.~~
Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on

site a minimum of 25 hours per week and the licensee must main stock of alcohol to operate the bar as a going concern and such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

§ 152-5. Direct sellers.

- A. License required. No direct seller, or an employee of a direct seller, shall engage in direct sales within the City without being licensed for that purpose as provided herein.
- B. Definitions. As used in this section, the following terms shall have the meanings indicated: [Amended 6-19-2001 by Ord. No. 2142; 10-9-2018 by Ord. No. 2605]

CLERK

The City Clerk.

DIRECT SELLER

A person who sells goods or takes sales orders for the later delivery of goods at any location other than the permanent business place or residence of such person, partnership, association or corporation, and failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation.

GOODS

Personal property of any kind and provided incidental to services offered or sold.

MOBILE VENDOR

A person who offers goods or services for sale to the public without a permanently built structure but with a self-contained static structure by way of a vehicle or other transportation. Food trucks are considered mobile vendors.

PERMANENT MERCHANT

A direct seller who, for at least one year prior to the consideration of the application of this section to such merchant, has continuously operated an established place of business in this City or has continuously resided in this City and now does business from his residence.

- C. Exemptions. The following shall be exempt from all provisions of this section:
 - (1) Any person delivering newspapers or selling newspaper subscriptions, fuel, dairy products or bakery goods to regular customers on established routes.
 - (2) Any person selling goods at wholesale to dealers in such goods.
 - (3) Any person selling agricultural products which such person has grown.
 - (4) Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within this county and who delivers such goods in his or her regular course of business.
 - (5) Any person who has an established place of business in the City where the goods being sold are offered for sale on a regular basis and in which the buyer has initiated contact with, and specifically requested a home visit by, such person.
 - (6) Any person who has had or represents a company which has had a prior business transaction, such as a prior sale or credit arrangements, with the prospective customer.
 - (7) Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law.

- (8) Any person who claims to be a permanent merchant but against whom complaint has been made to the Clerk that such person is a transient merchant, provided that there is submitted to the Clerk proof that such person has leased for at least one year, or purchased, the premises from which he/she is conducting business or proof that such person has conducted such business in this City for at least one year prior to the date complaint was made.
- (9) Any ex-soldier of the United States and any other disabled person who meets the requirements of § 440.51, Wis. Stats.
- (10) Any person selling Christmas trees.
- (11) Boy Scouts or Girl Scouts soliciting money or donations of money.
- (12) Any students, up to and through the 12th grade of primary or secondary school, who reside in Milwaukee and Waukesha Counties, in connection with authorized school programs and activities.
- (13) Any charitable organization, society, association or corporation which is recognized as a tax-exempt charitable organization by federal and state authorities. ~~Such charitable organizations, societies, associations or corporations shall be regulated as provided in § 152-6 of this chapter. [Amended 1-23-2007 by Ord. No. 2335]~~

D. Mobile vendors. [Amended 10-9-2018 by Ord. No. 2605]

- (1) License requirement.
 - (a) Direct Sellers Permit. All mobile vendors doing business in the City will be required to obtain a direct sellers permit.
 - (b) Obtain a mobile retail license from either the State of Wisconsin or ~~from Waukesha County another jurisdiction~~. A copy of this license shall be on file with the City of New Berlin Clerk's Office.
 - (c) A copy of the direct sellers permit and mobile retail license shall be posted on the mobile unit for public view.
- (2) Parking.
 - (a) Vendors must follow all City parking regulations and posted signage.
 - (b) Vendors cannot block or restrict an individual's access to a business or residence or the driveways, alleys or access points to the parking areas for such locations.
 - (c) Operating within the public right-of-way.
 - ~~(e)~~[1] Vendors are prohibited from selling along the following rights-of-way, arterials and major thoroughfares at all times: Calhoun Road, Cleveland Avenue, Greenfield Avenue, Lincoln Avenue, Moorland Road, National Avenue, Howard Avenue, Beloit Road, Coffee Road, Lawnsdale Road, Janesville Road, Racine Avenue, College Avenue, Sunny Slope Road, 124th Street, Small Road, and Grange Avenue.
 - [2] Vendors are prohibited from selling within public right-of-way along single family residential streets without a special event

permit. Vendors must provide written evidence of the consent of all immediately adjacent property owners.

- (d) ~~Vendors are prohibited from selling within or along any City parks without the permission of the Parks, Buildings and Grounds Commission. Operating on or along City property.~~

[1] Parks, Buildings and Grounds Commission approval.

[a] Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on or along City property.

[b] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) do not require approval from the Parks, Buildings and Grounds Commission.

[2] Additional fee.

[a] An additional fee shall be collected for each event the Direct Seller is operating on or along City property.

[b] Exemptions. This additional fee shall not apply to direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.).

- (e) ~~Vendors are prohibited from selling along residential streets without the permission of the City. Operating on private property.~~

[1] No more than 2 mobile vendors are allowed to operate on private property at any given time, unless approved as part of a special event permit.

[2] For properties directly adjacent to single family residential zoning districts, excluding the right-of-way, no more than 1 mobile vendor is allowed to operate on private property at any given time, unless approved as part of a special event permit.

- (f) The vehicle utilized by mobile vendors shall be setback a minimum of 50' from the lot line of a lot with an existing restaurant or business which sells food prepared on site.

(3) Sales.

- (a) It is prohibited to make any sales from the roadway median strip, safety island or on foot into any street or roadway, including any alleys where there is vehicular traffic.

- (b) Food cannot be sold door to door.

- (c) Food cannot be sold between the hours of 10:00 p.m. and 7:00 a.m.

[1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt.

- (d) Vendors cannot place coolers on the ground or provide tables or chairs for their customers.

[1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt.

- (e) No vendor shall use a power source from an adjacent building, and vendors must be self-contained.
- (f) All waste shall be disposed of properly by the vendor; no organic waste shall be deposited into the City sanitary sewer system.

~~(4) Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt from the following provisions set forth in this chapter: § 152-5D(2)(d), (3)(c) and (3)(d). [Added 1-25-2022 by Ord. No. 2658]~~

E. Registration for license. [Amended 8-28-2007 by Ord. No. 2355; 10-9-2018 by Ord. No. 2605]

- (1) Application. Applicants for a license shall complete and return to the Clerk a registration form furnished by the Clerk which shall require the following information:
 - (a) Name, including middle initial, permanent address and telephone number and, if any, temporary address and telephone number.
 - (b) Age, date of birth, height, weight and color of hair and eyes.
 - (c) Name, address and telephone number of the person, firm, association or corporation that the direct seller represents or is employed by or whose merchandise is being sold.
 - (d) Temporary address and telephone number from which business will be conducted, if any.
 - (e) Nature of business to be conducted and a brief description of the goods and any services offered.
 - (f) Proposed method of delivery of goods, if applicable.
 - (g) Make, model and license number of any vehicle to be used by the applicant in the conduct of his/her business.
 - (h) Last cities, villages and/or towns, not to exceed three, where the applicant conducted similar business.
 - (i) Place where the applicant can be contacted for at least seven days after leaving this City.
 - (j) Statement as to whether the applicant has been charged or convicted of any crime or ordinance violation related to the applicant's transient merchant business, or any crime or ordinance violation pertinent to the safety of citizens, including, or of a similar nature to, fraud, burglary, robbery, assault or sexual assault, within the last five years, and a detailed explanation of the nature of the offense and place of conviction.
- (2) Required documents. Applicants shall present the following to the Clerk for examination:
 - (a) A driver's license, the number of which shall be recorded by the Clerk, or some other proof of identity as may be reasonably required.

- (b) ~~Reserved. A state certificate of examination and approval from the Sealer of Weights and Measures where the applicant's business requires use of weighing and measuring devices approved by state authorities.~~
 - (c) (Reserved)
 - (d) The applicant shall be given a copy of this section and shall sign a receipt therefor.
 - (3) Fee. At the time the registration is returned, a fee to cover the cost of processing the registration, as well as the required annual license fee, shall be paid to the Clerk. Such fees are stated in § 152-2 of this chapter.
 - (a) An additional fee shall be collected for Direct Sellers operating on or along City property for non-City sponsored events.
- F. Investigation. [Amended 10-9-2018 by Ord. No. 2605]
- (1) City Clerk to conduct. Upon receipt of each application, the Clerk will conduct a background check via the background check vendor as approved by the City Clerk. The City Clerk will review the findings upon the application and shall issue or deny the license in accordance with such findings. When the license is issued, the applicant shall pay an annual license fee as set by the Common Council, and the license shall be valid for one year from the date of issue. [Amended 1-25-2022 by Ord. No. 2658]
 - (2) Denial of license. The Clerk shall refuse to issue a license to the applicant if it is determined, pursuant to the investigation above, that:
 - (a) The application contains any material omission or materially inaccurate statement.
 - (b) Complaints of a material nature have been received against the applicant by authorities in the last cities, villages and towns, not exceeding three, in which the applicant conducted similar business.
 - (c) The applicant was convicted of a crime, statutory or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling or is a violation pertinent to the safety of citizens, including, or of a similar nature to, fraud, burglary, robbery, theft, assault and sexual assault.
 - (d) The applicant failed to comply with any applicable provision of Subsection D(2) above.
- G. Appeals. Any person denied a license may appeal the denial to the City Council. [Amended 10-9-2018 by Ord. No. 2605]
- H. Regulation of direct sellers. [Amended 8-12-2008 by Ord. No. 2384; 10-9-2018 by Ord. No. 2605]
- (1) Prohibited practices.
 - (a) A direct seller shall be prohibited from calling at any dwelling or other place between 8:00 p.m. and 9:00 a.m., except by appointment.
 - (b) A direct seller shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity or character of any

goods offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents.

- (c) No direct seller shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.
- (d) No direct seller shall make any loud noises or use any sound-amplifying device to attract customers if the noise produced is capable of being plainly heard outside a 100-foot radius of the source.
- (e) No direct seller shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.
- (f) No permit holder under this section shall call at any dwelling or in any way solicit at a dwelling where a sign has been posted indicating that solicitation is generally not permitted or is restricted to particular hours. Such sign shall be placed in a location reasonably calculated to provide notice of this restriction to the direct seller. [Amended 9-24-2019 by Ord. No. 2623]

(2) Disclosure requirements.

- (a) After the initial greeting and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of goods or services he/she offers to sell.
- (b) If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel the transaction if it involves the extension of credit or is a cash transaction of more than \$25; in accordance with the procedure as set forth in § 423.203, Wis. Stats., the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of § 423.203(1)(a), (b) and (c), (2) and (3), Wis. Stats.
- (c) If the direct seller takes a sales order for the later delivery of goods, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement; the amount paid in advance, whether full, partial or no advance payment is made; the name, address and telephone number of the seller; the delivery or performance date; and whether a guaranty or warranty is provided and, if so, the terms thereof.
- (d) Any person licensed under this section shall carry his license with him while engaged in licensed activities and shall display such license to any police officer or citizen upon request.

I. Records. The Chief of Police shall report to the Clerk all convictions for violation of provisions of this section and the Clerk shall note any such violation on the record of the registrant convicted. [Amended 10-9-2018 by Ord. No. 2605]

J. Revocation of license. [Amended 10-9-2018 by Ord. No. 2605]

- (1) Registration may be revoked by the City Council, after notice and hearing, if the registrant made any material omission or materially inaccurate statement in the application for registration; made any fraudulent, false, deceptive or misleading

statement or representation in the course of engaging in direct sales; violated any provisions of this section; or was convicted of any crime or ordinance or statutory violation which is directly related to the registrant's fitness to engage in direct selling or is a violation pertinent to the safety of citizens, including, or of a similar nature to, fraud, burglary, robbery, theft, assault and sexual assault.

- (2) Written notice of the hearing shall be served personally on the registrant at least 72 hours prior to the time set for the hearing; such notice shall contain the time and place of hearing and a statement of the acts upon which the hearing will be based.
- K. Minor employment laws adopted. Except as otherwise specifically provided in this chapter, the statutory provisions in §§ 103.21, 103.23 and 103.25, Wis. Stats., describing and defining regulations with respect to the employment of minors are hereby adopted and by reference made a part of this chapter as if fully set forth herein. [Amended 10-9-2018 by Ord. No. 2605]
- L. Use and occupancy. If a direct seller shall occupy or use vacant land or a building, use and occupancy permits shall be obtained pursuant to the provisions of Chapter 275, Zoning, of this Code. [Amended 10-9-2018 by Ord. No. 2605]
- M. Term. The term of the direct seller license shall be one year from the date of its issuance. Any renewal of the license shall require reapplication and review as provided for hereunder. [Added 8-28-2007 by Ord. No. 2355; 10-9-2018 by Ord. No. 2605]
- N. Suspensions of license. Registration may be suspended by the City Clerk pending the determination by the Common Council of the revocation of a license where the City Clerk has credible evidence that the registrant is engaged in conduct which has or may jeopardize the safety of citizens such as perpetrating a fraud or commitment of a burglary, robbery, theft, assault or sexual assault. Written notice of the suspension shall be served personally upon the registrant or, if the registrant cannot be found despite reasonable attempts to serve him/her, the notice may be tendered the registrant at the address given in its application for the direct seller license. [Added 9-27-2016 by Ord. No. 2574; amended 10-9-2018 by Ord. No. 2605]

§ 152-6. ~~Charitable solicitors.~~ Reserved.

A. ~~Permit required. Any charitable organization, society, association or corporation may solicit upon obtaining a permit subject to the regulations and conditions herein provided. Such solicitation may be for money, donations of money or property, in public places, or in private places that are not posted against such solicitation. The applicant shall furnish the City Clerk a sworn application which shall give the following information:~~

- ~~(1) Name of the organization.~~
- ~~(2) Proof that the applicant is recognized as a tax-exempt charitable organization by federal and state authorities.~~
- ~~(3) The name and address of the officers of the organization.~~
- ~~(4) The dates during which the solicitation is to be conducted.~~
- ~~(5) If an organization, a copy of the resolution authorizing the solicitation.~~
- ~~(6) Total amount of funds proposed to be raised and the use and disposition thereof.~~
- ~~(7) Identity and address of person in charge.~~
- ~~(8) Name and address of person who will disburse receipts.~~
- ~~(9) Outline of method of solicitation.~~
- ~~(10) Estimated cost of solicitation in dollars and percentage of amount collected.~~
- ~~(11) (Reserved)[1]~~

~~[1] Editor's Note: Subsection A(11), amount of wages and fees, was repealed 1-23-2007 by Ord. No. 2335.~~

- ~~(12) Financial statement for last preceding fiscal year.~~
- ~~(13) Documents showing the amounts distributed in the last fiscal year by the organization for its charitable purposes as well as the percentage that amount represents of the total amounts collected. If the organization has been in operation less than one year, a statement of the preceding operating month may be substituted in its place.~~
- ~~(14) A statement that the license will not be used or in any way represented as an endorsement by the City.~~

B. ~~Processing procedure.~~

- ~~(1) At the time the application is submitted to the City Clerk, a fee shall be paid to the Clerk to cover the cost of processing the application. Such fee may be waived by the City Council.~~
- ~~(2) The applicant shall be given a copy of this section and shall sign a receipt therefor.~~

- (3) ~~Chief of Police to conduct investigation of solicitors. Upon receipt of each application, the Clerk will refer it immediately to the Chief of Police, who will make and complete an investigation of the statements in such application and an investigation of each representative of the organization and each solicitor within one week after the application has been filed with the Chief of Police. The Chief of Police shall endorse his findings upon the application and deliver the application to the City Clerk.~~
- C. ~~Issuance of permit. Upon being satisfied that the applicant is a qualified charitable organization, that the costs of solicitation do not exceed 50% of the total collected and that none of the solicitors have been convicted of a felony, misdemeanor or other offense, the circumstances of which substantially relate to the activity of engaging in charitable solicitations, the City Clerk shall issue a license without charge except for the application fee. If not so satisfied, the City Clerk shall, within 10 days of filing, refer the application to the Common Council. Upon being satisfied that the applicant is a qualified charitable organization, that the costs of solicitation do not exceed 50% of the total collected and that none of the solicitors have been convicted of a felony, misdemeanor or other offense, the circumstances of which substantially relate to the activity of engaging in charitable solicitations, the Common Council shall order the City Clerk to issue the license. If not so satisfied, the Common Council shall deny the application.~~
- D. ~~Regulations for charitable solicitors. No charitable solicitor shall solicit:~~
- (1) ~~In groups of more than two persons for each residence called upon.~~
 - (2) ~~By holding out that the City permit is an endorsement of the solicitation in any way.~~
 - (3) ~~On the traveled portion of any public street.~~
 - (4) ~~Before 9:00 a.m. or after 9:00 p.m., but in no situation shall a charitable solicitor solicit for more than 14 nonconsecutive days in a calendar year.~~
 - (5) ~~On any premises, whether residential, commercial or industrial, that is posted in such a manner as to prohibit solicitation. Any sign or poster that contains the words "No Soliciting," "No Peddlers" or "No Peddlers or Solicitors," or a combination thereof, shall constitute a prohibition under this section.~~
 - (6) ~~By remaining on premises after being requested to leave by the owner or occupant, or any member of his family. The solicitor shall leave immediately and without protest.~~
 - (7) ~~On the grounds or in the buildings of any private or public school without the prior consent of the school authorities.~~
 - (8) ~~Outside of the authorized solicitation period, nor within 12 months thereafter.~~
 - (9) ~~By affixing a flower, pin or medallion, or similar device, to the person of another without the prior consent of such person.~~

- ~~(10) — By refusing to make change for a bill or coin of a larger denomination than the donor wishes to contribute, or by keeping more than the donor wishes to contribute.~~
- ~~(11) — Inside the public library, police station or fire station.~~
- ~~(12) — Inside the City Hall, in City parks or in or upon any other City-owned or -operated property, without the permission of the Mayor and City Council, who shall designate the areas, times and duration of solicitation, which shall not exceed two weeks for any one organization in a calendar year.~~
- ~~(13) — At a dwelling where a sign has been posted indicating that solicitation is generally not permitted or is restricted to particular hours. Such sign shall be placed either below the house street number or attached to or suspended from the mail box.~~

§ 152-9. Loudspeakers.

- A. No person shall operate any loudspeakers or sound-amplifying devices in open-air theaters, places of amusement, upon the public highways or elsewhere within the City without first obtaining a permit therefor from the ~~Chief of Police~~ City Clerk.
- B. Application for such permit shall be made in writing to the ~~Chief of Police~~ City Clerk, and ~~if he is satisfied that such~~ If the loudspeaker and sound-amplifying device will be operated at such volume and be so located as not to constitute a public nuisance, ~~he may issue a permit therefor~~ a permit may be issued.
- C. This section does not apply to public address systems and sound amplifiers operated within buildings which are completely enclosed so that the sound amplification does not cause disturbance outside of the building.
- D. Any amendment to a permit issued under this section shall require Common Council approval. In the event that any amendment to an existing permit is issued, City Clerk shall so advise the Chief of Police of that change. [Added 8-28-2007 by Ord. No. 2355]
- E. Loudspeaker Permits may only be issued for use between the hours of 9:00 a.m. and 11:00 p.m. Loudspeaker Permits outside of these hours may only be issued with the approval of the Common Council.
- F. Amplified music or noise being generated pursuant to a Permit under this Section shall only be permitted to the extent that it does not cause unreasonable disturbance to residents and businesses in the surrounding area. In the event the Police Department determines, in its reasonable discretion, that noise or music is causing an unreasonable disturbance to residents and businesses in the surrounding area, the Police Department shall have the authority to revoke the Permit and the noise/music being generated under the Permit must immediately cease.

§ 152-23. Special event permit. [Added 7-24-2018 by Ord. No. 2610]

A. ~~Definitions. As used in this section, the following terms shall have the meanings indicated:~~

~~CLASS I~~

~~A special event which may have the attributes of a Class II event but in addition meet the following criteria: more than 500 people (any/all personnel, including volunteers, vendors and attendees) attend; one or more roadways will need to be blocked off (The City Clerk may determine the event to be a Class II depending on the closure and the size of the event); City resources and/or staff are to be utilized beyond their normal required duties. Any activities under Class II permits are permissible under the Class I permit.~~

~~CLASS II~~

~~A special event in which more than 150 people (This includes any/all personnel, volunteers and attendees.) and any of the following occurs: alcohol is sold or served as a publically open event; the event will include amplified music or outdoor entertainment; any direct or indirect charge for food, merchandise or services; donations are solicited/collected.~~

~~SPECIAL EVENT~~

~~Is any event held in the City that requires the use of public streets, rights-of-way, sidewalks or City property or are otherwise likely at the discretion of the City to create substantial impacts on the operations of the City, surrounding neighbors or neighborhoods. Special events include but are not limited to sporting events, festivals, fairs, parades, walks, runs/marathons, bike-a-thons, races, markets, block parties, exhibitions, motion picture filming and other events similar in nature. "Special events" can also be classified as any event that may require public safety and City services above and beyond their normal functions. Events held on private property that are open to the public may require a special event permit if the event has a significant impact on the City's operations and residents.~~

B. ~~Permits required.~~

- ~~(1) No person or organization shall conduct a special event as defined herein within the City of New Berlin without first having obtained a special event permit. Permits are valid only for the dates, times and locations specified in the permit application. This provision shall apply to all events proposed after the date of the adoption of this section, whether or not the event in question has been a reoccurring event within the City.~~
- ~~(2) A park rental permit may be required depending on the special event location and is available through the Recreation Department.~~
- ~~(3) Permits for vendors. All vendors operating as part of a special event permit obtained under this section shall obtain and display a direct sellers permit and abide by the provisions under § 152-5 of the Municipal Code. Food trucks and mobile vendors are also required to obtain a direct sellers permit under this section.~~
- ~~(4) Charitable solicitors. All charitable solicitors operating as part of a special event permit obtained under this section shall obtain and display a charitable solicitors permit and abide by the provisions under § 152-6 of the Municipal Code.~~

- (5) ~~Permits for sale of beer/wine. The sale of beer and/or wine requires a temporary Class "B" license available through the City Clerk's office and there must be either a licensee or a person holding an operator's license on site in accordance with §§ 125.17(1), 125.32(2), and 125.68(2), Wis. Stats.~~
- (6) ~~Loudspeaker permit. Special events containing amplified music are required to obtain a loudspeaker permit from the Police Department and abide by the provisions under § 152-9 of the Municipal Code. Any variance to the hours outlined in this permit must be approved by the Common Council.~~
- (7) ~~Fireworks. Special events using fireworks must obtain a permit from the Fire Department and requires Common Council approval. Fireworks permit applicants must abide by the provisions under § 124-121 of the Municipal Code.~~
- (8) ~~Road closures. Special events requiring a road closure must obtain a road closure permit from the Police Department.~~
- (9) ~~A zoning permit from the department of Community Development and/or the Plan Commission to the extent required under Chapter 275 of the Municipal Code.~~
- (10) ~~Sign permit(s) shall be applied for with the department of Community Development pursuant to Municipal Code § 275-61.~~

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CLASS I

A special event as outlined in DHS 110.44(20r) with more than 5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS II

A special event with 501-5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS III

A special event with 151-500 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS IV

A special event with 150 people or less, including personnel, volunteers, vendors, and attendees.

SPECIAL EVENT

An event held in the City that requires the use of public streets, rights-of-way, sidewalks or City property or are otherwise likely at the discretion of the City to create substantial impacts on the operations of the City, surrounding neighbors or neighborhoods. Special events include but are not limited to sporting events, festivals, fairs, parades, walks, runs/marathons, bike-a-thons, races, markets, block parties, exhibitions, motion picture filming and other events similar in nature. Special events can also be classified as any event that may require public safety and City services above and beyond their normal functions. Events held on private property that are open to the public may be classified as a special event if there is a significant impact on the City's operations and residents.

- B. Special Event Permit. No person or organization shall conduct a special event as defined herein within the City of New Berlin without first having obtained a special event permit. Permits are valid only for the dates, times and locations specified in the permit application. This provision shall apply to all events proposed after the date of the adoption of this section, whether or not the event in question has been a reoccurring event within the City. The following permits may also be required:

(1) Park Rental Permit.

- (a) Special events held on City Property shall obtain a Park Rental Permit from the Recreation Department.
- (b) Approval from the Parks, Buildings and Grounds Commission is required.

(2) Direct Sellers Permit.

- (a) All vendors, including mobile vendors, operating as part of a Special Event Permit on City Property, public rights-of-way, and/or private property shall obtain a Direct Sellers Permit from the Clerk's Office. The permit shall be displayed. Vendors shall abide by the provisions of §152-5 of the Municipal Code.
- (b) Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on City property.

(3) Temporary Class B Retailer's License.

- (a) The sale of beer and/or wine on City Property, public rights-of-way, and/or private property is prohibited unless the applicant can secure a Temporary Class B Retailer's License from the Clerk's Office. There must be either a licensee or a person holding an operator's license on site in accordance with §§ 125.17(1), 125.32(2), and 125.68(2), Wis. Stats. Applicants shall abide by the provisions of §152-4 of the Municipal Code.
- (b) Approval from the Parks, Buildings and Grounds Commission is required for all vendors selling beer and/or wine on City property.

(4) Loudspeaker Permit.

- (a) Special events containing amplified music on City Property, public rights-of-way, and/or private property shall obtain a Loudspeaker Permit from

the Clerk's Office. Applicants shall abide by the provisions of §152-9 of the Municipal Code.

- (b) Approval from the Common Council is required for any variance to the hours outlined in this permit on City Property, public rights-of-way, and/or private property.

(5) Fireworks Permit.

- (a) Special events using fireworks on City Property, public rights-of-way, and/or private property shall obtain a Fireworks Permit from the Fire Department. Applicants shall abide by the provisions of §124-12G of the Municipal Code.

- (b) Approval from the Common Council is required for fireworks on City Property, public rights-of-way, and/or private property.

(6) Temporary Use Approval Permit.

- (a) Special events on City Property, public rights-of-way, and/or private property may require a Temporary Use Approval Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-43 of the Municipal Code.

- (b) Approval from the Plan Commission/CDA may be required for special events on City Property, public rights-of-way, and/or private property.

(7) Sign Permit.

- (a) Signs on City Property, public rights-of-way, and/or private property shall obtain a Sign Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-61 of the Municipal Code.

- (b) Approval from the Plan Commission/CDA is required for any sign waivers on City Property, public rights-of-way, and/or private property.

(8) Inspection Permits.

- (a) Obtain the necessary building, plumbing and electric permits from the Department of Community Development.

(9) Fire Department Permits.

- (a) Obtain necessary permits for tents, canopies, and temporary structures over 120 square feet from the Fire Department.

C. Application.

- (1) Application requirements. An application will be considered complete if it contains all the information required under this section.

- (a) ~~Application for a Class I special event permit shall be filed with the City Clerk's office at least 90 days prior to the proposed event. (An application will not be deemed to have been filed until it is complete and contains all of the information required under this section.)~~

- (b) ~~Application for a Class II special event permit shall be filed with the City Clerk's office at least 45 days prior to the proposed event.~~

- ~~(c) Permit fees shall be set from time to time by resolution of the Common Council.~~
- (a) Application timing.
- [1] Class I Special Event Permits shall be filed with the City Clerk's office at least 120 days prior to the proposed event.
 - [2] Class II Special Event Permits shall be filed with the City Clerk's office at least 90 days prior to the proposed event.
 - [3] Class III Special Event Permits shall be filed with the City Clerk's office at least 45 days prior to the proposed event.
 - [4] Class IV Special Event Permits shall be filed with the City Clerk's office at least 14 days prior to the proposed event.
- (b) Fees. Fees are established by the Common Council and shall be on file in the City Clerk's Office. The City Clerk may waive the permit fees for public agencies, nonprofit agencies or as deemed appropriate by the City Clerk.
- (c) Deposits for Class I Events. Application fee in the form of a deposit shall be submitted to the City for all Class I events. The deposit shall be used to cover City staff review, planning time and coordination to review the application itself and through the completion of the event. Staff will use their direct billable hours to debit the submitted deposit amount. Should the deposit itself go down to zero, the applicant shall replenish the deposit to the original amount. Any remaining deposit funds after the permit is issued or denied shall be returned to the applicant. The deposit will start at \$1,000.
- (d) The application shall include the following:
- [1] The name, address and phone number of the person, entity or organization sponsoring the event.
 - [2] The name and address of the special event sponsor's contact or agent.
 - [3] The name, date, time and location of the event in question.
 - [a] Special events in residential neighborhoods may require notification of adjacent neighbors.
 - [4] A description of the event and its purpose.
 - [5] The estimated maximum number of participants, spectators and vendors at the proposed event. If the event is a multi-day event, it should be noted the estimated attendance per day.
 - [6] Whether alcohol will be sold or served at the event.
 - [7] Whether food and/or merchandise will be sold at the event.
 - [8] Plans and description of the following, as necessary for the event:
 - [a] Amplified music or entertainment and the hours;
 - [b] Fireworks;

- [c] ~~Closure~~ The use of public streets or rights-of-way meeting the requirements of §230-6 of the Municipal Code;
- [d] Parking size and location;
- [e] Electricity and lighting plan;
- [f] Erecting tents, canopies or temporary structures;
- [g] Temporary fencing locations;
- [h] Waste/recycling collection and disposal;
- [i] Portable restrooms and hand wash stations.
- [9] Additional items to consider:
 - [a] Additional security personnel;
 - [b] Emergency plan for inclement weather;
 - [c] Potable water for consumption on site;
 - [d] Medical/first aid kits.
- [10] Certification that by signing the application, the applicant is authorized to act on behalf of the event sponsor(s).
- [11] Applicant's acknowledgement that by signing and submitting the application, they accept and comply with the provisions of § 152-23D.

(2) Application process.

- (a) ~~Upon receipt of an application for a permit~~ Within three business days of receipt of an application, the City Clerk shall ~~immediately~~ distribute the complete application to the following departments for review and recommendation: City Attorney, Police, Fire, Buildings and Grounds, Recreation, Community Development, Inspection, Emergency Management, and ~~Streets~~ Public Works. Department review and comments shall be returned to the City Clerk within 15 days of distribution of the application.
- (b) Permit review.
 - [1] The City Clerk shall review all comments and recommendations provided by the departments and determine if the event requires Board or Commission approvals. The City Clerk will follow up with the applicant to ensure the appropriate licenses and permits are obtained for the event.
 - [2] The Department of Community Development will review applications to determine if a temporary use permit may be required according to Chapter 275 of the Municipal Code. Additionally, Plan Commission or the Community Development Authority approval may be required for an event that is not customarily a permitted use under the current zoning of the property.

- [3] The City Clerk will send any permits that pertain to the sale of alcohol, merchandise, or food on City property to the Parks, Buildings and Grounds Commission for approval.
- [4] Common Council approval may be required depending on the size and scope of the special event.
- [5] The City Clerk will issue or deny the permit dependent on whether the applicant has fulfilled the requirements as set forth by the Departments and, if applicable, the boards and commissions. No permit will be issued unless it is approved by all departments.

D. Permit conditions.

- (1) Liability insurance. For a Class I or Class II event, The group sponsoring the event is required to supply the City with a certificate of liability insurance at least 30 days prior to the event. The certificate shall be written on a per-occurrence basis, and while the amount of coverage will vary depending on the size and nature of the event, the minimum coverage required by the City is \$1,000,000 and \$2,000,000 in the aggregate. The City also requires evidence of a policy endorsement naming the City of New Berlin and any and all of its officers and employees as an additional insured on a primary and noncontributory basis. The City Clerk may waive the insurance requirement depending on the size and scope of the event.
- (2) Indemnification. The applicant and event sponsor(s) shall agree to hold the City, its officers, employees, agents and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.
- (3) City services. All requests by the applicants for City services must be made at the time of application. The applicant shall be responsible for reimbursement to the City for any city personnel, services, equipment, and facilities provided for the special event. Reimbursement costs shall be calculated to include wages, overtime and fringe benefits and is due within 30 days of receipt of invoice. The City reserves the right to require full or partial payment of estimated costs in advance. All permit, signage and barricade costs are due prior to the special event. City Clerk will prepare an invoice based on the City resources required for the event.
- (4) Cleaning/damage deposit. The applicant may be required to submit to the City a deposit of \$200 for a Class I event depending on the size and number of attendees. The deposit will be refunded to the applicant after an inspection of the premises is conducted and the City determines there is no loss or cleaning costs. The applicant shall be fully responsible for necessary cleanup associated with the permitted event, which must be completed no later than 12 hours after the conclusion of the event. The City reserves the right to retain the entire deposit if cleanup is not satisfactorily completed in the time frame specified.
 - (a) A deposit of \$5,000 shall be submitted for a Class I Special Event.
 - (b) A deposit of \$200 shall be submitted for a Class II Special Event.
- (5) Site requirements.

- (a) All tents, canopies or temporary structures over 120 square feet require Community Development Department approval and must apply for a permit with the Fire Department.
- (b) Electricity requirements will be reviewed by the Community Development Department's Inspection Services to determine if an inspection is needed. Electric service must meet all City of New Berlin Code requirements.
- (c) Attendees and staffing shall not exceed the maximum number, which can reasonably attend at the location of the special event.
- (d) It is the responsibility of the special event sponsor for arranging any inspections required to meet these standards or requirements prior to the event. Any fees for such inspections shall be the responsibility of the special event sponsor.
- (e) No staking or poles other than fasteners may be placed in any City street.
- (f) Special events requiring a road closure shall comply with §230-6 of the Municipal Code.
- (6) Notification to residents. The City may require that the permit holder provide written notice 15 days' in advance of the special event to any property owners or tenants as determined during the City department's' review. Notice shall include the type of event, name of the special event sponsor(s), date, time and location, event coordinator's name and contact information during the event.
- (7) Class IV Special Events. The following regulations shall apply for Class IV Special Events, including Neighborhood Block Parties:
 - (a) An applicant that requests the blockading of a public street, but only for a period of less than 12 hours and for recreational purposes.
 - (b) The applicant shall provide evidence of written consent of not less than 80% of the property owners abutting the portion of the street to be closed. The applicant is also required to provide evidence that all abutting property owners have been advised of the request for closure.
 - (c) The blockade of a public street may only be of a neighborhood street, not City arterials. The applicant shall be required to provide a map showing the portion of the City street to be closed and where the barricades will be placed.
 - (e) Applicant must be the owner of a property on the street where the block party is to be held and must assume responsibility under the permit for the event and compliance with all City Ordinances, the clean-up of the public right of way after the event and that all City barricades are returned within 48 hours of the end of the event.
 - (f) Barricades to close the street must remain in place at all times during the block party; however, the applicant must ensure that a drive lane through the blockaded street area of not less than 15' in width shall be provided so that all City emergency service vehicles are able to access property within the blocked street.
 - (g) If alcohol is being served at the event, it may be to only persons of age and there must be no providing of alcohol to any uninvited guests. No alcohol can be sold to any person.

- (h) Grills may be permitted in the right-of-way subject to the other limitations of this section. However, smokers, fireplaces, fire pits and chimineas are prohibited. Inflatable play structures are also prohibited from being within the public right-of-way.
- (i) All waste and debris must be cleaned up and properly disposed of after the event ends. Public rights-of-way must be restored to the condition that existed prior to the commencement of the event.
- (j) If complaints are received by the Police Department which are not satisfactorily resolved, the Police Department shall have the authority to revoke the permit and to terminate the event.
- (k) A permit request may be denied if complaints have been received regarding Class IV Special Events on the same street in the past, or if the applicant has failed to comply with the requirements of any City Permits in the past.
- (l) Class IV Special Events shall not occur on holidays.

- E. Termination of an event. The City reserves the right to shut down a special event that is in progress if it is deemed a public safety hazard and/or public nuisance by police services and/or Fire Department and/or Emergency Management and/or there is a violation of City ordinances, state statutes or the terms of the applicant's permit. The City Clerk and/or his/her designee may revoke an approved special event permit. Note: there are also revocation, enforcement and penalties provided for in Article X in § 275-66, 275-67, 275-68, and 275-69. If the zoning permit/temporary use permit is revoked, there ceases to be an event.
- F. Denial of permit.
 - (1) The event will disrupt traffic within the City beyond practical solution.
 - (2) The event will create a likelihood of endangering the public.
 - (3) The event will interfere with access to emergency services.
 - (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents.
 - (5) The event will require the diversion of City resources that would unreasonably affect the maintenance of regular City service levels.
 - (6) The application contains incomplete or false information.
 - (7) The application fails to provide proof of insurance when required.
 - (8) Inadequate provision for garbage or debris removal.
 - (9) Inadequate provision of temporary restroom facilities.
 - (10) Inadequate provisions for parking.
 - (11) A denial of a permit by the Parks Buildings and Grounds Commission where the event is no longer viable.
 - (12) A denial of a temporary use permit by the Department of Community Development or the Plan Commission/Community Development Authority.
 - (13) Applicant fails to submit the required fees and/or deposit.



Committee of the Whole MEETING MINUTES

May 14, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

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

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:00 pm

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

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

Excused: None

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

3. APPROVAL OF MINUTES

A. Discussion and recommendation to Common Council approval of April 23, 2024, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

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

4. UTILITY & FINANCE

A. Discussion and recommendation to Common Council approval of the May 15th, 2024, Water Utility claims in the amount of \$160,942.79, Sewer Utility claims in the amount of \$14,490.99, and General City claims in the amount of \$1,781,072.45. Tax overpayment checks totaling \$4,123.52 were also generated. US Bank EFT of \$31,728.90 and We Energies EFT of \$71,558.38

MOTION: Motion to approve

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

5. LICENSES & PERMITS

A. Discussion and recommendation to Common Council approval of a new "Class B" Liquor License to Brunchberry, located at 4900 S. Moorland Road, for the license year ending June 30th, 2024, per the application on file and subject to meeting all requirements

MOTION: Motion to approve

VOTE: Motion by: Maxey
Second by: Stribl

Motion 7-0

- B.** Discussion and recommendation to Common Council approval of the renewal alcohol license applications for the licensing year of July 1st, 2024, to June 30, 2025, per the attached list as presented and subject to meeting all requirements
MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Kroupa
Motion 7-0
- C.** Discussion and recommendation to Common Council approval of an Extension of Premise application received from agent Michael Teipner for The Varsity Club for the 20th Anniversary Celebration to be held on May 24th - 26th from 2 pm to 11 pm per the attached application and subject to meeting all requirements
MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Maxey
Motion 7-0
- D.** Discussion and recommendation to Common Council approval of an Extension of Premise application received from Mary Pakula of Mary's Caddyshack for ShackFest to be held on June 29th from 1 pm to 8:30 pm per the application on file and subject to meeting all requirements
MOTION: Motion to approve

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

6. MISCELLANEOUS

- A.** Election of Council President
Mayor Ament asked for nominations.
Ald. Maxey nominated Ken Harenda

MOTION: Motion to close nominations

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

MOTION: Motion to approve the appointment of Ken Harenda as Council President

VOTE: Motion by: Maxey
Second by: Kroupa
Motion 7-0
- B.** Discussion and recommendation to Common Council approval of Justin Schulpus as the Fire Department representative on the Safety Commission
MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Horbinski
Motion 7-0
- C.** Discussion and possible action to recommend to Common Council approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, Licenses and Permits
MOTION: Motion to defer to next meeting

VOTE: Motion by: Harenda
Second by: Stribl
Motion 7-0

- D. Discussion and possible action to recommend to Common Council approval of Ordinance 2693 to amend Chapter 230 of the Municipal Code, Streets and Sidewalks
MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Maxey
Motion 7-0
- E. Discussion and recommendation to Common Council approval of Resolution No. 2024-09, a Resolution transferring funds from contingency to the Human Resources Department Budget to contract a salary study
MOTION: Motion to table

VOTE: Motion by: La Fever
Second by: Stribl
Motion 7-0
- F. Discussion and recommendation to Common Council to approve entering into an agreement with GovInvest to conduct a classification and compensation review
MOTION: Motion to table

VOTE: Motion by: Harenda
Second by: La Fever
Motion 7-0

7. ADJOURN

MOTION: Motion to adjourn at 6:10 pm

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

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

RENEWAL ALCOHOL LICENSE APPLICANTS

Council Meeting Date: June 11, 2024

The individuals below hereby apply to the City of New Berlin Common Council for an Alcohol License as described below, subject to Wisconsin Statutes and City of New Berlin Ordinances, for the period ending June 30, 2025. Licenses are issued by the City Clerk pending all requirements being met and fees paid.

Page: 1

Trade Name	Invited Agent	Applying for License
1. Baler's LLC 13327 W Greenfield Ave New Berlin, WI 53151	Rebekah J. Capps W177S6981 Wildwood Dr Muskego, WI 53150	RESERVE "Class B" - Combo
2. Cleveland Pub, Inc. 14000 W. Cleveland Ave. New Berlin, WI 53151	Joseph L. Griesse 14560 W Fairfield Ct New Berlin, WI 53151	"Class B" - Combo
3. Family Entertainment, LLC 100 E. Wisconsin Ave. Suite 1900 Milwaukee, WI 53202	Mark Anthony Peterson, Sr. 8093 N. Edge O Woods Dr. Brown Deer, WI 53223	"Class B" - Combo
4. GWI Ventures LLC 2900 S 163rd Street New Berlin, WI 53151	Ivan Petrovic 5841 Wyndham Ct Mount Pleasant, WI 53406	Class "B" - Beer
5. Matty's Bar & Grille Inc. 14460 W College Ave New Berlin, WI 53151	Matthew L. Anderson 5405 S. Sunnyslope Rd. New Berlin, WI 53151	"Class B" - Combo
6. Mustang Shelly's Roadhouse, Ltd. 18540 W. National Ave. New Berlin, WI 53146	Michele E. High 6040 S. Martin Rd. New Berlin, WI 53146	"Class B" - Combo
7. Quick Trip Pantry, Inc. 16401 W Greenfield Ave New Berlin, WI 53151	Resham K. Singh 1415 S. 164th St. New Berlin, WI 53151	"Class A" Retail - Combo
8. RK One 12401 W. Beloit New Berlin, WI 53151	Resham K. Singh 1415 S. 164th St. New Berlin, WI 53151	"Class A" Retail - Combo
9. Senor Luna LLC 1901 S. Calhoun Rd. New Berlin, WI 53151	Kevin E. Larson 1901 S. Calhoun Rd. New Berlin, WI 53151	"Class B" - Combo

RENEWAL ALCOHOL LICENSE APPLICANTS

Council Meeting Date: June 11, 2024

The individuals below hereby apply to the City of New Berlin Common Council for an Alcohol License as described below, subject to Wisconsin Statutes and City of New Berlin Ordinances, for the period ending June 30, 2025. Licenses are issued by the City Clerk pending all requirements being met and fees paid.

Page: 2

Trade Name	Invited Agent	Applying for License
10. Speedway LLC - Licensing Dept P.O. Box 1580 Springfield, OH 455011580 Speedway LLC - Licensing Dept Speedway LLC - Licensing Dept Speedway LLC - Licensing Dept	Adam J. Novak 9730 W Montana Ave West Allis, WI 53227 Jody Romano Adam J. Novak Jody Romano	Class "A" Retail - Beer Class "A" Retail - Beer "Class A" Retail - Hard Cider Only "Class A" Retail - Hard Cider Only
11. Tail Spin, LLC. W174 S6986 Hiawatha Drive Muskego, WI 53150 Tail Spin, LLC.	Jennifer Halverson W174 S6986 Hiawatha Drive Muskego, WI 53150 Jennifer Halverson	"Class B" - Combo "Class B" - Combo
12. Ultra Mart Foods LLC P.O. BOX 473 Milwaukee, WI 53201	John Stachowiak W242S10260 Meadow Circle Big Bend, WI 53103	"Class A" Retail - Combo
13. West Side Pub Inc. 20385 W National Ave New Berlin, WI 53146	Michael J. Jost 1613 Grey Fox Trail, Unit D Mukwonago, WI 53149	"Class B" - Combo

Save

Print

Clear

Form

AB-105

Producer Full-Service Retail Sales Application

Date

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor)

Kowalske Brewing

2. Business Name or DBA

Component Brewing

3. Agent Name

4. FEIN

82 - 4547890

5. Wisconsin Seller's Permit Number

456 - 1030207982 - 06

6. Wisconsin Producer Permit Number

503439

7. Producer Type



Brewery



Winery



Liquor Manufacturer/Rectifier

8. Contact Person's First Name

David

9. Last Name

Kowalske

10. M.I.

E

11. Contact Person's Phone

(262) 565-8782

12. Contact Person's Email

dj@componentbrewing.com

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery

☐ Less than 250 barrels☒ 250 - 2,499 barrels☐ 2,500 - 7,499 barrels☐ 7,500 or more barrels

Manufacturer/Rectifier

☐ Less than 1,500 liters☐ 1,500 - 4,999 liters☐ 5,000 - 34,999 liters☐ 35,000 or more liters

Winery

☐ Less than 1,000 gallons☐ 1,000 - 4,999 gallons☐ 5,000 - 24,999 gallons☐ 25,000 or more gallons

Calendar year: 2023

Quantity: 400

Calendar year:

Quantity:

Calendar year:

Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date

2. Production Premises Address

3. City

4. State

5. Zip Code

6. County

 7. Governing Municipality ☐ City ☐ Town ☐ Village
 of:

Part D: Request for Fixed Full-Service Retail Outlet

 1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☐ No
 If yes, complete boxes 2 through 9.

2. Current Outlet Name

3. Current Outlet Premises Address

4. City

5. State

6. Zip Code

7. County

 8. Governing Municipality ☐ City ☐ Town ☐ Village
 of:

9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? ☐ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Father's Day Open House		
2. Dates of Operation (attach a schedule, if necessary) June 16, 2024		3. Hours of Operation 1-4PM
4. Premises Address 19885 W National Ave.		
5. City New Berlin	6. State WI	7. Zip Code 53146
8. County Waukesha	9. Governing Municipality ☐ City ☐ Town ☐ Village of: New Berlin	
10. Organizer of Event (if not the named applicant) Katie Roth	11. Email and/or Phone Number for Organizer of Event kroth@newberlin.org	
12. Organizer Website N/A	13. Event Website N/A	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Beer trailer will be set up outside the historical society building in conjunction with the outdoor plan for the rest of the day's activities. Event will be primarily outside in the historical park on site, with the buildings on premises open for guests to enter and check out. No beer will be sold inside any of the historical buildings.		
15. On-Site Contact (Last Name, First Name) Roth, Katie	16. On-Site Contact Phone (262) 797-2443	17. On-Site Contact Email kroth@newberlin.org
18. Will you operate a restaurant on the premises? ☐ Yes ☒ No		
19. What alcohol beverages will be offered for sale? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) . . . ☐ Samples ☒ On-premises consumption ☐ Off-premises consumption		

Part F: Attestation

Who must sign this application?

- sole proprietor
- general partner of a partnership
- corporate officer
- member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature

David E. Kowalske

Date

05/14/2024

Last Name

Kowalske

First Name

David

M.I.

E

Title

Member

Email

dj@componentbrewing.com

Phone

(262) 565-8782

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official

5. First Name

6. M.I.

7. Signature of Municipal Official

8. Date

9. Date Application was Filed with Clerk

10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

Wisconsin Department of Revenue
Division of Alcohol Beverages
P.O. Box 8934
Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 264-4573

Save

Print

Clear

Form

AB-105

Producer Full-Service Retail Sales Application

Date

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor)

Kowalske Brewing

2. Business Name or DBA

Component Brewing

3. Agent Name

4. FEIN

82 - 4547890

5. Wisconsin Seller's Permit Number

456 - 1030207982 - 06

6. Wisconsin Producer Permit Number

503439

7. Producer Type



Brewery



Winery



Liquor Manufacturer/Rectifier

8. Contact Person's First Name

David

9. Last Name

Kowalske

10. M.I.

E

11. Contact Person's Phone

(262) 565-8782

12. Contact Person's Email

dj@componentbrewing.com

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery

☐ Less than 250 barrels☒ 250 - 2,499 barrels☐ 2,500 - 7,499 barrels☐ 7,500 or more barrels

Manufacturer/Rectifier

☐ Less than 1,500 liters☐ 1,500 - 4,999 liters☐ 5,000 - 34,999 liters☐ 35,000 or more liters

Winery

☐ Less than 1,000 gallons☐ 1,000 - 4,999 gallons☐ 5,000 - 24,999 gallons☐ 25,000 or more gallons

Calendar year: 2023

Quantity: 400

Calendar year:

Quantity:

Calendar year:

Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date

2. Production Premises Address

3. City

4. State

5. Zip Code

6. County

 7. Governing Municipality ☐ City ☐ Town ☐ Village
 of: _____

Part D: Request for Fixed Full-Service Retail Outlet

 1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☐ No
 If yes, complete boxes 2 through 9.

2. Current Outlet Name

3. Current Outlet Premises Address

4. City

5. State

6. Zip Code

7. County

 8. Governing Municipality ☐ City ☐ Town ☐ Village
 of: _____

9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? ☐ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Ice Cream Social Open House		
2. Dates of Operation (attach a schedule, if necessary) July 14, 2024		3. Hours of Operation 1-4PM
4. Premises Address 19885 W National Ave.		
5. City New Berlin	6. State WI	7. Zip Code 53146
8. County Waukesha	9. Governing Municipality ☐ City ☐ Town ☐ Village of: New Berlin	
10. Organizer of Event (if not the named applicant) Katie Roth	11. Email and/or Phone Number for Organizer of Event kroth@newberlin.org	
12. Organizer Website N/A	13. Event Website N/A	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Beer trailer will be set up outside the historical society building in conjunction with the outdoor plan for the rest of the day's activities. Event will be primarily outside in the historical park on site, with the buildings on premises open for guests to enter and check out. No beer will be sold inside any of the historical buildings.		
15. On-Site Contact (Last Name, First Name) Roth, Katie	16. On-Site Contact Phone (262) 797-2443	17. On-Site Contact Email kroth@newberlin.org
18. Will you operate a restaurant on the premises? ☐ Yes ☒ No		
19. What alcohol beverages will be offered for sale? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) . . . ☐ Samples ☒ On-premises consumption ☐ Off-premises consumption		

Part F: Attestation

Who must sign this application?

- sole proprietor
- general partner of a partnership
- corporate officer
- member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature

David E. Kowalske

Date

05/14/2024

Last Name

Kowalske

First Name

David

M.I.

E

Title

Member

Email

dj@componentbrewing.com

Phone

(262) 565-8782

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official

5. First Name

6. M.I.

7. Signature of Municipal Official

8. Date

9. Date Application was Filed with Clerk

10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

Wisconsin Department of Revenue
Division of Alcohol Beverages
P.O. Box 8934
Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 264-4573

FINANCE DEPARTMENT UPDATE

Receipt the Money

• Tax Roll	\$94.2 million
• Other City revenues	\$13.1 million
• Utilities	\$21.9 million
• Special Revenue Funds	\$ 12.6 million
• Capital Projects	\$ 10.8 million
• TOTAL	\$152.6 MILLION

Invest the Money

- State Statutes and more restrictive City Investment Policy
- City has a “passive investment” policy
- Security, Liquidity, Return
- Majority of funds in the State Investment Pool, balance in CD’s and Federal Agencies
- WISC member, under the State contract for fees, substantial savings & all available funds invested.

Pay out the Money

- Other Taxing Districts \$60.1 million
 - *Collect taxes for the 8 taxing districts in the City*
- Vendors \$47.7 million
 - *4,745 checks issued*
- Employees \$19.3 million
 - *439 W-2's issued, 267 1095-C's, 8,141 paychecks*
- Debt Service \$ 24.2 million
- TOTAL \$151.3 MILLION

Account for it All

- Financial Statements for City, Water, & Sewer
- Monthly financial, Quarterly CIP reports to council, mayor & department heads
- State Financial Report Form B, annually to the State-22 pages
- PSC Report, annually to the State – 72 pages
- Statement of Taxes
- Other non-public reports - W-2's, 1099's, 1095-C (ACA), Wisconsin Retirement

2023 Activities

- Assist Grant Reporting & application – Tourism, Supplemental law enforcement grant, JustGrant
- Numerous budget projections & updates
- Annual Audit done remotely, unqualified opinion, highest level of assurance possible.
- Completed GASB 96 on (SBITAs) – Subscription-based information technology arrangements
- Assist in the transition to new Time & Attendance software
- Modified tax bills for changes in school district

Debt Management

- Issued \$13,150,000 General Obligation Notes dated 9/14/2023
- Issued \$6,150,000 General Obligation Community Development Bonds dated 9/14/23
- 2024 Projected \$7,700,000 Note Issue
- 2024 Projected \$5,580,000 Bond Issue
- Maintained Moody's Aaa rating

Other Tasks

- Calculate tax roll & generate tax bills
- Chairperson of Joint Review Board
- Coordinate annual Bond Issue for Capital Budget – significant amount of behind-the-scenes paperwork for 2 Bond issues
- Maintain garbage/recycling database, add, remove, bill customers
- Maintain access & authorities in MUNIS
- Coordinates the operating & capital budget process for all city and enterprise funds
- Part of union negotiating team
- Reports & analysis for boards/commissions: Library, 4th of July, Tourism, Finance, etc.
- Prepare/file reports with State - Room tax, Levy Limit, Statement of Taxes, TID, Video Provider, Maintenance of Effort & Chargeback

Department Staffing

	Actual	Actual	Budget	Proposed
	2022	2023	2024	2025
Director of Finance/Treasurer	1.0	1.0	1.0	1.0
Deputy Director of Finance	-	1.0	1.0	1.0
Accounting Manager	0.6	-	-	-
Utility Accountant	0.4	1.0	1.0	1.0
Bookkeeper	1.0	1.0	1.0	1.0
Payroll Coordinator	0.7	0.7	0.7	0.7
Payroll Associate	0.5	0.5	0.5	0.5
Cashier	1.0	1.0	1.0	1.0
Total	5.2	6.2	6.2	6.2

Brookfield 2024 Budget	
Director of Finance & Admin	1.0
Deputy Finance Director	1.0
Finance Manager	1.0
Management Accountant	1.0
Payroll Management Accountant	1.0
Utility Accountant	1.0
Accountant	2.0
Accounting Manager	1.0
Office Services Assistant	2.0
Total	11.0

Technology

- **MUNIS** is main operating system for the City, used for General Ledger, Payroll, Payables, Utility Billing, Tax Billing, Cash Receipting, and Permitting

In place since July 2004, update to latest version approximately annually. No need to change into the foreseeable future. We were among the first to use this software; but has become the municipal standard in the state since. Brookfield, Waukesha, La Crosse, Sheboygan, Green Bay, Oshkosh, Madison, Sun Prairie, plus others including school districts & counties have been added since.

Transitioned tax bills, utility bills & checks from obsolete Adobe format to ReadyForms software

- Online Banking - review account activity online daily, use bill consolidator to mass process online checks, utility customers have direct debit capability, all paychecks are direct deposited.
- An ever-vigilant attitude is needed to detect and prevent cybercriminal activity impact on workstations when using the Internet and accessing web-based systems. Early detection and quick action is important to minimize any potential impact

**** Security of City assets & Employee information is TOP priority. Review done with bank annually. Several attempts at fraud during the year, no losses to the city, but a constant concern.**

New Credit Card/E-Pay Option

City of New Berlin

Home

Citizen Self Service

Email Announcements

Permits and Inspections

Personal Property Taxes

Real Estate Taxes

Utility Billing

Accounts

Manage Bills

Account Summary

Automatic EFT Payments

Contact Us

Utility Billing

Account Summary

[Link to Account](#) | [Sign up for EFT Automatic Payments](#) | [Request Change of Address](#) | [Manage Bills](#)

Billing Account

Service Address

16280 W NATIONAL AVE

Account Number

10020126

Your Current Balance

Amount Due Now

\$152.21

Payment Due Date

4/30/2024

[Pay Now](#)

About Your Payments

Bill	Last Posted	Sum of Payments	View Details
50186	12/7/2023	\$737.11	details
10186	7/21/2023	\$30.28	details
30186	1/31/2023	\$31.13	details
70186	1/31/2023	\$274.48	details
70187	9/19/2022	\$32.68	details

Customer Information

Name

NEW BERLIN VETERANS MEMORIAL

Address

PO BOX 510483
NEW BERLIN, WI 53151

Customer ID

337273

[Request Change of Address](#)

The Future

- Assist in analysis & calculations of salary study results
- Prepare for inevitable turnover, expand cross-training, create user manuals
- Move Banking services due to change in State contract
- Explore Budget presentation/ preparation software
- Expand use of time & attendance software (Police & Fire Dept) , to become more efficient
- Record retention review, continue to clean out old files

- Thank you!

- Any questions, concerns, etc, contact finance:
- Ralph Chipman, CPA
- rchipman@newberlin.org
- 262-797-2448



Department of Finance
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-5097

(262) 797-2448
Fax (262) 786-6121
www.newberlin.org

June 11, 2024

TO: Mayor Ament
Common Council

FROM: Ralph Chipman
Finance Director

Re: 2025 Budget Projection

Attached is supporting documentation and analysis for the budget projection, a brief explanation of each follows.

"A" Budget assumptions

- These are the basic assumptions used to prepare the projection. Some highlights:
- ✓ Health insurance 20% increase - every 1% changes costs \$27k.
 - ✓ Wisconsin retirement unchanged, final number won't be in until September.
 - ✓ Fire & police union contracts expires 12/31/24 increases have been included.
 - ✓ Revenues increase with improved economy, increase in interest rates

All personnel changes to date have been accounted for; everything else is status-quo.

"B" High level overview of projection. Very similar to the first page of the budget document, with a variance column.

"C" Spending summary by category. The breakdown of how money is spent, amount spent on debt service is increasing & taking up a larger percent of the tax dollar.

"D" Debt service projection. First three columns are actual, the rest are based on the adopted 2024 Capital projects budget (years 2025-28 are very changeable, but are the best available information at this time). No provision has been made for a new DPW building or Section 34/35. The funding sources of impact fees are limited to the available funds on hand, the debt service fund uses \$100,000 of room tax funds. The golf course and TIF district cover their share of debt service.

"E" Fund Balance projection. Shows projected fund balance and a 10-year history of the city's fund balance. For comparison purposes, Brookfield, Muskego, Greenfield, & Beloit are also shown. This number is very important to Moody's rating agency.

"F" Levy Limit Projection. This calculates the city's levy capacity under the state levy limit laws. The city has historically levied less than the maximum allowable, and issues debt yearly, which has left us substantially under the legal limit.

"G" Budget Timetable. Proposed budget timetables attached. With the way the calendar falls and a major election on November 5th, the Budget timetable is not as straightforward as usual. I have attached 3 different scenarios with comments on the merits of each. Each one has flexibility to change if necessary.

Expenditure restraint calculation. The City no longer qualifies for this program. There are two criteria to be eligible a) the equalized tax rate must be above \$5/thousand and b) the increase in general fund budgeted expenses must be less than the sum of 60% of the percent increase in net new construction plus the consumer price index. The city's equalized tax rate is only \$4.37/thousand.

2025 Budget Assumptions

Expenses:

Health insurance increase 20% - every 1% change equals \$26,710, this is due to a combination of inflationary increase & our utilization history

WRS – no increase, final rates adopted in September

Wage increases same as 2025, union contract negotiation upcoming

Electricity 5% increase

Utilities 3% increase

2025 CIP Borrowing - \$9m normal capital projects 10 year borrowing first payment 2026

DPW Building borrowing on the horizon

Revenues:

The last of ARPA funds were used in 2024

Transportation Aids – flat

Development revenues - modest increase

Interest Income – market rates – after moving up rates are projected to stabilize

Use of fund balance is \$1 million – consistent with previous years

Taxes:

Levy – increase based on increase in assessed value

Assessed Value – projected 1.15% increase for new construction

Impact:

Under this scenario the budget shortfall would be \$3,722,336 – which would require a 10.90% tax levy increase to cover. The increase in the tax rate would be 64 cents/thousand (10.22%) or \$175.81 on an average home.

CITY OF NEW BERLIN
PROJECTED 2025 BUDGET

	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 PROJECTED	2025 vs 2024
EXPENDITURES					
GENERAL GOVERNMENT	6,424,631	6,704,383	7,758,706	8,001,856	243,150
PUBLIC SAFETY	17,878,116	18,752,016	20,879,703	21,941,698	1,061,995
PUBLIC WORKS	4,063,939	4,342,772	4,458,071	4,623,802	165,731
COMMUNITY DEVELOPMENT	721,629	710,754	757,210	795,156	37,946
LIBRARY	1,543,056	1,714,996	1,757,642	1,816,923	59,281
PARK AND RECREATION	1,637,082	1,834,775	2,063,522	2,135,278	71,756
EQUIPMENT REPLACEMENT FUND	341,414	265,000	240,000	300,000	60,000
UNCLASSIFIED	-	-	300,000	300,000	-
DEBT SERVICE	9,022,425	10,195,807	12,336,068	13,660,727	1,324,659
TOTAL EXPENDITURES	41,632,292	44,520,503	50,550,922	53,575,440	3,024,518
REVENUES					
TAXES:					
GENERAL PROPERTY TAX	29,748,131	32,440,834	34,087,231	34,479,234	392,004
OTHER TAXES	772,560	768,136	832,500	792,500	(40,000)
INTERGOVERNMENTAL	5,294,641	5,934,536	6,524,855	6,041,975	(482,880)
LICENSES AND PERMITS	1,449,436	1,130,716	1,343,250	1,259,300	(83,950)
FINES & FORFEITURES	304,270	336,532	330,000	335,000	5,000
PUBLIC CHARGES FOR SERVICES	2,018,568	2,529,142	2,665,198	2,448,075	(217,123)
INTERDEPARTMENTAL	559,821	677,078	640,099	664,609	24,510
COMMERCIAL	544,659	2,466,096	1,322,279	1,836,279	514,000
APPROPRIATION FROM SURPLUS	1,000,000	1,000,000	1,000,000	1,000,000	-
TRANSFERS:					
GOLF COURSE RESERVE FUND	235,828	236,500	232,000	232,375	375
SCHOOL LEASE PAYMENT	78,110	-	-	-	-
DEBT SERVICE FUND	308,529	234,053	621,192	100,000	(521,192)
IMPACT FEE FUND	20,000	10,000	10,000	-	(10,000)
TAX INCREMENT DISTRICT	248,528	413,415	942,319	663,757	(278,562)
TOTAL REVENUES	42,583,081	48,177,038	50,550,922	49,853,104	(697,818)
			Shortfall	3,722,336	

C

CITY OF NEW BERLIN
Spending Summary

Category	% of Total	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 PROJECTED	% of Total
SALARIES	44.43%	18,495,931	19,279,206	21,164,476	21,811,365	40.71%
BENEFITS	15.64%	6,511,978	6,994,564	8,357,777	8,975,658	16.75%
CONTRACTUAL SERVICE	11.01%	4,585,096	4,848,835	5,134,760	5,509,849	10.29%
SUPPLIES & EXPENSES	5.18%	2,156,676	2,332,655	2,395,463	2,395,463	4.47%
CAPITAL OUTLAY	2.07%	860,186	869,436	862,378	922,378	1.72%
CONTINGENCY	0.00%	-	-	300,000	300,000	0.56%
DEBT SERVICE	21.67%	9,022,425	10,195,807	12,336,068	13,660,727	25.50%
	100.00%	41,632,292	44,520,503	50,550,922	53,575,440	99.99%

Contracted service includes:

Labor atty, audit, electricity, water, heating fuel

Supplies & Expense includes:

Cleaning supplies, Gasoline, Salt, Library books

Capital outlay:

This account includes \$250,000 for road maint, \$290,276 of police vehicles & equipment and \$300,000 for the equipment replacement fund.

City of New Berlin - Total Debt
Funding sources for debt service requirements

D

City of New Berlin
Fund Balance Projection

12/31/2022 Balance	9,405,843	
2023 Projected	2,692,550	** A positive year, budgeted to use \$1M- revenues were \$2,967k positive, expenses were \$775K positive, based on preliminary numbers
12/31/2023 Balance	<u>12,098,393</u>	
2024 Budgeted Use	(1,000,000)	
12/31/2024 Projected Balance	<u>11,098,393</u>	
Required Minimum:	50,550,922	15%
	7,582,638	
Balance available for future use	<u><u>3,515,755</u></u>	** budget projection commits \$1 million of this

FUND BALANCE COMPARISON

	New Berlin	Brookfield	Muskego	Beloit	Greenfield
2013	8,425,780	14,644,891	6,266,661	10,416,369	8,401,393
2014	8,395,712	14,996,823	3,854,185	10,134,357	9,590,850
2015	8,802,534	15,703,787	4,488,995	9,799,174	10,032,622
2016	9,313,243	16,055,800	5,402,423	9,882,262	10,037,172
2017	9,543,733	16,177,318	6,212,058	10,171,343	10,246,447
2018	10,066,614	16,969,475	6,772,267	10,730,985	9,709,160
2019	10,125,778	16,816,770	7,275,043	13,533,215	9,899,463
2020	10,129,101	16,764,434	7,760,175	15,218,843	9,205,456
2021	9,312,068	17,735,915	7,878,219	16,100,157	9,115,221
2022	9,405,843	18,709,403	7,968,923	17,453,722	9,460,409

CITY OF NEW BERLIN

Levy Limit Projection

	2023 Levy for 2024 Budget	2024 Levy for 2025 Budget	Net New Construction 2024	Net New Construction 2025
	Actual	Projected		
Maximum Allowable Levy				
1 2022 payable 2023 actual levy plus personal property aid	32,805,837	34,087,231		
2 Less: Preceding Year's Levy for Post July 1, 2005 GO Debt	(6,971,479)	(8,348,941)		
3 2022 payable 2023 adjusted actual levy	25,834,358	25,738,290		
6 Net new construction of 1.041 applied to 2022 adjusted actual levy	26,103,294	26,034,280	1.041%	1.150%
8 Personal Property Aid	(365,004)	(365,004)		
Adjustments:				
e) Debt service for general obligation debt authorized after July 1, 2005	8,348,941	13,504,355		
Allowable levy	<u>34,087,231</u>	<u>39,173,631</u>		
Current proposed levy		34,479,234		
Available levy capacity		4,694,397		

City of New Berlin 2025 Budget Timetable

Tuesday, June 11	Common Council Sets Goals & Directives
Monday, June 24	Budget packets go out to departments
Friday, Aug 2	2025 Operating Budget and CIP forms and narratives Submitted to Mayor and Finance Department
Aug 5-Aug 30	2025 Department Budget reviews with Mayor
Tuesday, Sept 3	2025 Executive Budget to Finance Department
Friday, Sept 6	Distribute 2025 Executive Budget/CIP to Aldermen
Tuesday, Sept 17	COW Work Session
Tuesday, Sept 24	COW recommends 2025 Operating/CIP Budgets
Thursday, Oct 10	Publish – Public Notice of 2025 Proposed Budgets
Tuesday, Oct 29	Public Hearing on 2025 Proposed Budgets
Tuesday, Nov 12	Common Council Action to approve 2025 Budgets
Tuesday, Dec 10	Estimated Mailing – Tax Statements

"Normal" Schedule

Issue – Short time Frame for discussion

City of New Berlin 2025 Budget Timetable

Tuesday, June 11	Common Council Sets Goals & Directives
Monday, June 24	Budget packets go out to departments
Friday, Aug 2	2025 Operating Budget and CIP forms and narratives Submitted to Mayor and Finance Department
Aug 5-Aug 30	2025 Department Budget reviews with Mayor
Tuesday, Sept 3	2025 Executive Budget to Finance Department
Friday, Sept 6	Distribute 2025 Executive Budget/CIP to Aldermen
Tuesday, Sept 17	COW Work Session
Tuesday, Oct 1	COW Work Session
Tuesday, Oct 8	COW recommends 2025 Operating/CIP Budgets
Tuesday, Oct 24	Publish – Public Notice of 2025 Proposed Budgets
Tuesday, Nov 12	Public Hearing/Common Council Action to approve 2025 Budgets
Tuesday, Dec 10	Estimated Mailing – Tax Statements

More time for review, but has budget approval the same night as public hearing, legal, but not preferred.

III

City of New Berlin 2025 Budget Timetable

Tuesday, June 11	Common Council Sets Goals & Directives
Monday, June 24	Budget packets go out to departments
Friday, Aug 2	2025 Operating Budget and CIP forms and narratives Submitted to Mayor and Finance Department
Aug 5-Aug 30	2025 Department Budget reviews with Mayor
Tuesday, Sept 3	2025 Executive Budget to Finance Department
Friday, Sept 6	Distribute 2025 Executive Budget/CIP to Aldermen
Tuesday, Sept 17	COW Work Session
Tuesday, Oct 1	COW Work Session
Tuesday, Oct 8	COW recommends 2025 Operating/CIP Budgets
Thursday, Oct 24	Publish – Public Notice of 2025 Proposed Budgets
Tuesday, Nov 12	Public Hearing on 2025 Proposed Budgets
Tuesday, Nov 19	Common Council Action to approve 2025 Budgets
Tuesday, Dec 10	Estimated Mailing – Tax Statements

***Would require a special council meeting to
approve on 11/19
(NOTE: this is NOT Thanksgiving week)***

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development 

RE: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm city-owned land located at approximately 5851 S. Sunnyslope Road.

DATE: May 13, 2024

REQUESTED ACTION: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2024 and 2025 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997001).

FISCAL IMPACT: The price per acre lease rate is \$100. Therefore, the total annual seasonal rental from this agreement is \$2,000 for the 20 acres.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

Back in 2020, the City was approached by Mr. Glenn Brueggemann of Brueggemann Farms with a request to lease and farm the 20 acres of land owned by the City of New Berlin in Section 35 that had been acquired from the Loomis Family Farm Trust for the City’s future park complex. These 20 acres purchased by the city were then combined into a parcel the city had already purchased and then created a 39.14 acre parcel (Lot # 1) with an address of 5851 S. Sunny Slope (Tax Key #: 1289997001).

Mr. Brueggemann did farm these 20 acres in 2020, 2021, 2022 and 2023 under previously approved lease agreements. The approval before you now is for the renewal of this lease agreement with the same terms and conditions as before. This agreement has been reviewed by the City Attorney. The farming activity would continue to only take place on the western-

most, 20 acre portion of these lands. The CSM is attached and the area to be farmed is labeled "Future Park Complex" and is oriented north-south on Lot # 1.

Ultimately, these lands are planned to be part of a sports complex / park but overall construction is not anticipated to start for a few years yet. The Common Council did take action to approve the construction of a new driveway, parking lot and soccer fields in 2021 on the eastern portion of Lot # 1 in 2021 and this should not impact the farming activities identified in this RAS. These soccer fields are open for play. If plans do materialize for the development of the balance of the sports complex staff will bring this back for the Mayor's and Common Council's consideration and possible termination of this lease depending upon construction timelines.

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of June 2024 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Glenn Brueggemann dba Brueggemann Farms hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 20 acres of vacant land located at 5851 S. Sunnyslope Road (Tax Key #: 1289997001), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2024 and 2025 growing seasons. In no event shall the lease extend for longer than December 31, 2025 without the written consent of both parties.
2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$100.00 per acre for a total seasonal rental of \$2,000 for each growing season. Said sum shall be due by December 31st following each growing season.
3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.
4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.
5. Right of Entry. Lessor or Lessor's agent(s) shall have the right to enter the premises at any time.
6. Assignment and sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.
7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and

\$1,000,000 with respect to damage to property. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or material amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Termination. In the event that the Lessee fails to make the payments as required hereunder or if Lessee fails to abide by any of the terms of this agreement the Lessor may terminate this agreement upon 30 days written notice to the Lessee.
9. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

Lessee:

Glenn Brueggemann dba Brueggemann Farms

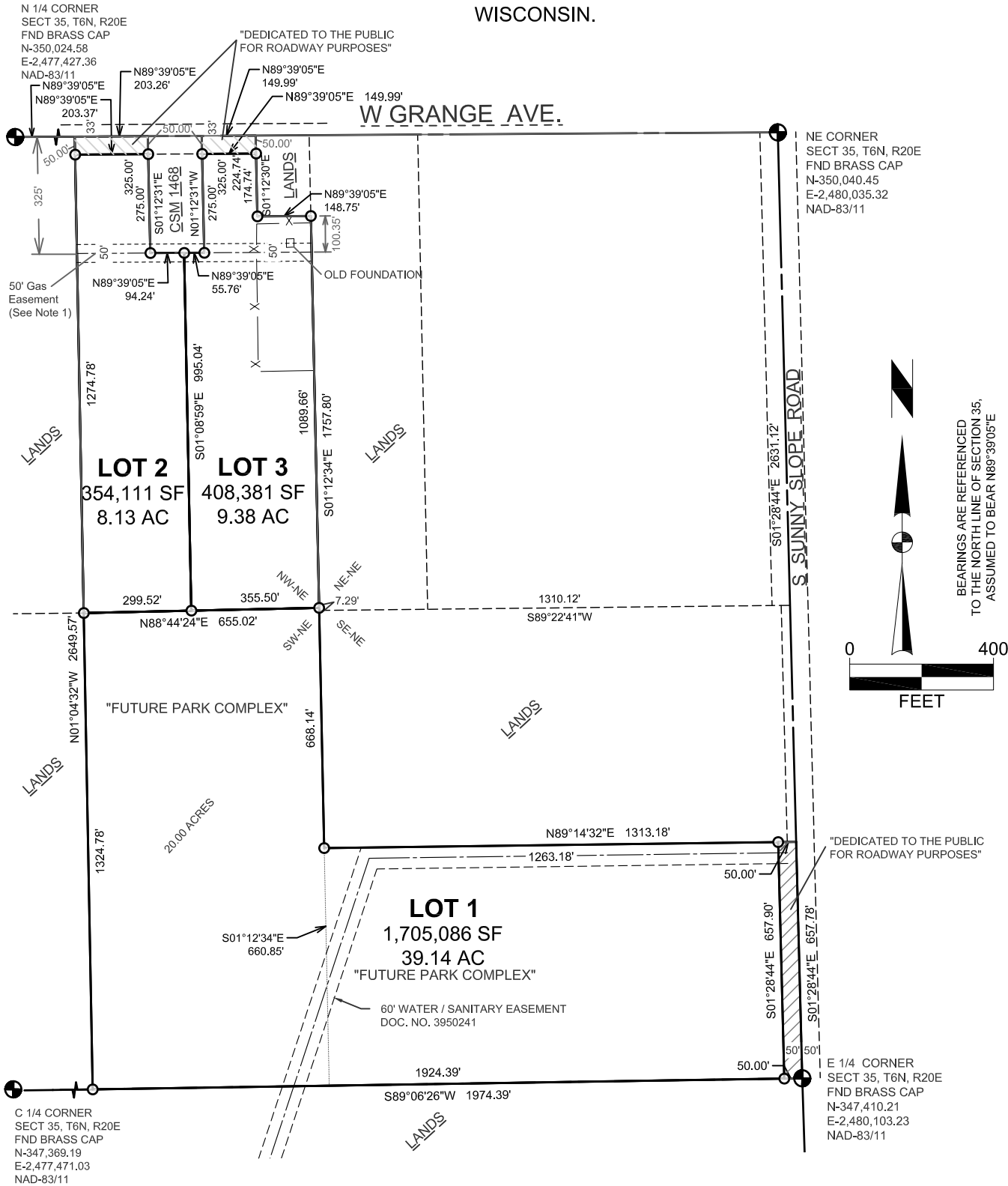
Lessor:

City of New Berlin

By: _____
David A. Ament, Mayor

CERTIFIED SURVEY MAP No.

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4,
SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY,
WISCONSIN.



NOTE:

- 1) 50' Gas Easement as shown on Walter J. Connell Plat of Survey dated May 4, 1957. Surveyed for Michigan Wisconsin Pipe Line Company. No recorded document found.
- 2) Lot 1 to be a future park complex, and that the Utility Easement shall transition to a public trail for the properties located at 14555 W. Grange Avenue (Tax #: 1289.997) and 5851 S. Sunny Slope Road (Tax Key #: 1289.993).

TOTAL PLATTED AREA = 2,518,138 SQ. FT.
(57.81 ACRES)

LEGEND

- 3/4" X 18" REBAR SET, WT 1.50 LBS / FT
- () INDICATES RECORDED AS
- x — x — CHAINLINK FENCE
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

C.S.M. NO. _____
DOC. NO. _____
VOL. _____ PAGE _____



SNYDER
& ASSOCIATES

SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19

SHEET 1 of 3

CERTIFIED SURVEY MAP No.

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Eric E. Lindaas, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and under the direction of Loomis Family Farm Trust and the City of New Berlin, owners of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

Being Part of the NW 1/4 of the NE 1/4, SW 1/4 of the NE 1/4, and part of the SE 1/4 of the NE 1/4, Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the East Quarter Corner of Section 35, Town 6 North, Range 20 East;
Thence S89°06'26"W, 1974.39 feet along the East- West quarter line of said Section 35;
Thence N01°04'32"W, 2649.57 feet to the North line of the Northeast quarter of said Section 35 being the centerline of West Grange Avenue;
Thence N89°39'05"E, 203.26 feet along said North line to the Northwest corner of C.S.M. 1468;
Thence S01°12'31"E, 325.00 feet to the Southwest corner of said C.S.M.;
Thence N89°39'05"E, 150.00 feet to the Southeast corner of said C.S.M.;
Thence N01°12'31"W, 325.00 feet to the said North line of the Northeast quarter;
Thence N89°39'05"E, 149.99 feet;
Thence S01°12'30"E, 224.74 feet;
Thence N89°39'05"E, 148.75 feet to the East line of the Northwest quarter of the Northeast quarter;
Thence S01°12'34"E, 1757.80 feet along said East line;
Thence N89°14'32"E, 1313.18 feet to the East line on the Northeast quarter;
Thence S01°28'44"E, 657.78 feet to the Point of Beginning.

This description contains 2,518,138 square feet or 57.81 acres more or less.

Dated this day of , 2019.

Signed:
Eric E. Lindaas, P.L.S. No. 2919
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
608-838-0444
elindaas@snyder-associates.com

OWNERS CERTIFICATE

Loomis Family Farm Trust, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval.

Witness the hand and seal of said owner this day of , 2019.

Loomis Family Farm Trust:

AUTHORIZED REPRESENTATIVE

State of Wisconsin)
)ss
County of Waukesha)

Personally came before me this day of , 2019, the above named , to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires:
Notary Public, State of Wisconsin

C.S.M. NO.
DOC. NO.
VOL. PAGE



SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19
SHEET 2 OF 3

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4,
SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY,
WISCONSIN.

City of New Berlin, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval. Witness the hand and seal of said owner this ____ day of _____, 2019.

City of New Berlin:

[illegible]

Personally came before me this _____ day of _____, 2019, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

Approved for recording by the Plan Commission , of the City of New Berlin.

By: _____ Date: _____
Nikki Jones, Secretary

Approved for recording by the Common Council, of the City of New Berlin.

By: _____ Date: _____
Georgia Stanford, City Clerk

Received for recording this _____ day of _____, 2019, at _____ o'clock ____m. and recorded in Volume ____
_____ of Certified Survey Maps on pages _____, as Doc. No. _____.

James Behrend, Waukesha County Register of Deeds

VOL. _____ PAGE _____



SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19

SHEET 3 OF 3



REQUESTED ACTION STATEMENT

TO: Mayor Dave Ament
Common Council

FROM: Gregory Kessler, AICP - Director of Community Development 

RE: Requested Action Statement for the approval of a Land Rental Agreement between the City of New Berlin and the University of Wisconsin-Madison for installation of a weather station.

DATE: May 29, 2024

REQUESTED ACTION: Recommend to Common Council approval of this Requested Action Statement for the approval of a Land Rental Agreement between the City of New Berlin and the University of Wisconsin-Madison for installation of a weather station.

FISCAL IMPACT: Not applicable. All improvements will be performed at the University's sole cost and expense. Staff is not proposing that the city charge the University rent for the premises identified in the agreement.

SOURCE OF FUNDS: N/A

RATIONALE / BACKGROUND: The UW System desires to have the UW Madison College of Agriculture and Life Sciences use a portion (approximately 225 square feet or 15' x 15') of the property located at 3805 S. Casper Drive, New Berlin, WI 53151 (New Berlin City Hall and associated lands) for the purposes of constructing, operation and maintaining a weather station. The proposed location is shown on the attached map, a grassy area directly to the west of the City Hall second floor employee parking lot.

The University is proposing the Agreement be in place for 5 years. The benefit to the City of New Berlin is having access to an array of weather information. The weather data from this

proposed weather station will be available in real time to our citizens and businesses via a UW web link.

The Wisconsin Environmental Mesonet (Wisconet) is a growing network of weather and soil monitoring stations across Wisconsin, designed to provide high quality data at high spatial and temporal resolutions. There are currently 14 Wisconet stations with plans to expand to around 90 by 2026. Each Wisconet station provides more than one dozen measurements every 5 minutes.

More information is available at the following website
<https://wisconet.wisc.edu/>

LAND RENTAL AGREEMENT BETWEEN
CITY OF NEW BERLIN
AND
UNIVERSITY OF WISCONSIN-MADISON
FOR INSTALLATION OF A WEATHER STATION

This Land Rental Agreement (“Agreement”) is made and entered into this _____ day in June, 2024, by and between the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin-Madison (“University”), and City of New Berlin as (“Owner”).

RECITALS

The Owner owns certain lands located at 3805 S Casper Dr, New Berlin, Wisconsin (hereinafter the “Property”); and

The University desires to have the College of Agriculture and Life Sciences use a portion of the Property, for the purposes stated herein;

In consideration of the Premises and of other good and valuable considerations as set forth in this Agreement, the University and the Owner covenant and agree as follows:

AGREEMENT

1. **PROPERTY, ACCESS, USE of SITE.** The Owner grants the University use of 225 square feet (15 feet x15 feet) of land (the "Premises"), located on the Property for the purpose of constructing, operating, and maintaining a weather station. The Premises is further described in Exhibit "A"(Site Plan), which is attached to this Agreement and incorporated by reference. The University shall exercise great care to not permanently damage the prairie, landscape, or hardscapes as part of the construction, setup, maintenance or ongoing operations of the weather station.

University and Owner recognize that the Premises is public property, and that public use of the premises is mutually desirable. The University is not responsible for any injury to person or property that may occur on the Premises unless injury is a result of a hazard caused or created by university activity. The premises and its surroundings shall remain open and available to the public on a daily basis.
2. **TERM.** The University’s right of use of the Premises shall begin on ____ 1, 2024 ,and end on ____ 1, 2029. This Agreement may be renewed for an additional five (5) year term by mutual consent of the parties in writing at least 60 days before the Agreement would otherwise expire.
3. **COSTS.** University improvements shall be performed: (a) at the University’s sole cost

and expense and with notice to the City of New Berlin relating to dates of improvement work, (b) in good workmanlike manner, and (C) in accordance with all applicable federal, state, and local laws, regulations, codes, ordinances, and by-laws. The University is responsible for all costs incurred for the installation, maintenance, and operation of the weather station.

The City of New Berlin will not charge the University for 225 square feet of rent for the premises identified in this agreement.

4. **ASSIGNMENT, SUBLETTING.** The University shall not assign this Agreement in any event, and shall not sublet the Premises, and will not permit the use of the Premises by anyone other than the University, and the agents, contractors, grantors, and grantees, and servants of the University without prior written approval of the Owner.
5. **MAINTENANCE AND REPAIR.** The Owner shall maintain access to the Property in good repair and tenantable condition during the continuance of this Agreement, except in case of damage arising from a willful act or the negligence of the University's agents or employees. Costs for repair or replacements to the Premises due to misuse or negligence by an employee or agent of the University shall be the responsibility of the University. The University shall not store any trash, merchandise, appliance, crates, pallets, or materials of any kind on the Property outside the Premises without the Owners' prior approval, except for occasional overnight storage of farm equipment. The University shall not park or keep any unlicensed and or unregistered vehicles or equipment on the premises or property without the prior approval of the Owner.
6. **COVENANTS OF OWNER.** The Owner agrees as follows:
 - a) The Owner warrants that the University shall have the opportunity to use the premises solely for the purpose of constructing, operating, and maintaining the weather station; that the Owner has complete interest, right in, and title to the Premises so as to enable the Owner to enter into this Agreement; and that the Premises is not encumbered in any way so as to hinder or obstruct the University's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
 - b) The Owner shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Agreement.
 - c) The Owner hereby authorizes the University to perform from time to time during the term of this Agreement all necessary upgrades and improvements to the Premises as the University deems reasonable and appropriate to maintain and operate the Weather Station.
 - d) The Owner authorizes the University to collect data as it is relating to wind speed and direction,

temperature and relative humidity, air pressure, solar radiation, leaf wetness, precipitation, and soil moisture and temperature, if any additional data is collected it must be authorized by the City of New Berlin.

In connection with the performance of work under this Agreement, the Owner agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5), Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Owner further agrees to take affirmative action to ensure equal employment opportunities. The Owner agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the University, setting forth the provisions of the non-discrimination clause.

- e) Pursuant to 2019 Wisconsin Executive Order 1, Owner agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- f) For the purposes of this Agreement, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Owner attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above to the best of the Owner's knowledge without a duty to investigate. The Owner will now and forever after the termination of this Agreement hold the University harmless and indemnify the University from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from the University's use and occupancy of the Premises. Notwithstanding the foregoing nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

7. **COVENANTS OF UNIVERSITY.** The University agrees as follows:

- a) At the expiration of this Agreement or any renewal thereof, the University will return the Premises to the Owner in as good condition as it was at the time the University went into possession.
- b) The University will not make or permit anyone to make any alterations, improvements, or additions in or to the Premises, without the prior written consent of the Owner.
- c) The University will conduct its business and control its employees, agents, and invitees in such

a manner as not to create any nuisance or unreasonably interfere with, annoy, or disturb any other tenant's or lawful occupant's use of the Property, provided, however, that nothing in this section shall be construed as limiting the University's use of the Premises as set forth in section 1 of this Agreement.

- d) The University shall ensure that the Premises is kept in good order and repair, safely, and cleanly maintained. The University shall be responsible for the safety and security of the weather station. Documentation by photograph and written report shall be allowed by either party.
- e) If the contact is terminated the University shall remove all equipment and structures in accordance with Federal, state and local regulations within ten (10) days after the University vacates or abandons the premises, unless other arrangements have been made with Kenosha County. The University shall restore the site to its original condition prior to the weather stations installation.

8. **INSURANCE.** The Owner agrees to maintain, during the term of this Agreement, insurance coverage for its liabilities arising out of ownership of the Premises.

The University agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-Funded Liability Program. The University also agrees to maintain property coverage under the State of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University. Proof of Insurance, showing adequate coverage, shall be provided by the University to Kenosha County prior to installation of the station.

9. **HOLD HARMLESS.** Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers, and agents. The Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act of omission of the other party or its employees, directors, officers, and agents. This Section shall not constitute a waiver by either party or any rights to indemnification, statutory limits of liability, contribution or subrogation which the party may hereby operation of law.

10. **NOTICES.** All notices or official communications which may be required under this Agreement, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

Notice to UNIVERSITY: University of Wisconsin-Madison
Real Estate
Suite 6101
21 N Park Street
Madison, Wisconsin 53715

Notice to OWNER: City of New Berlin
 3805 S Casper Dr
 New Berlin, WI 53151

11. **CANCELLATION.** This Agreement may be cancelled by either the Owner or the University, upon 60 days prior written notice to the other party.

12. **BINDING EFFECT.** The Agreement when fully executed shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

13. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of the Agreement. The rights and remedies granted under this Agreement are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

IN WITNESS WHEREOF, the UNIVERSITY and OWNER have caused this Agreement to be executed and delivered as of the day and year first written above.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

Brent Lloyd
Interim Director, Real Estate Administration

Date: _____

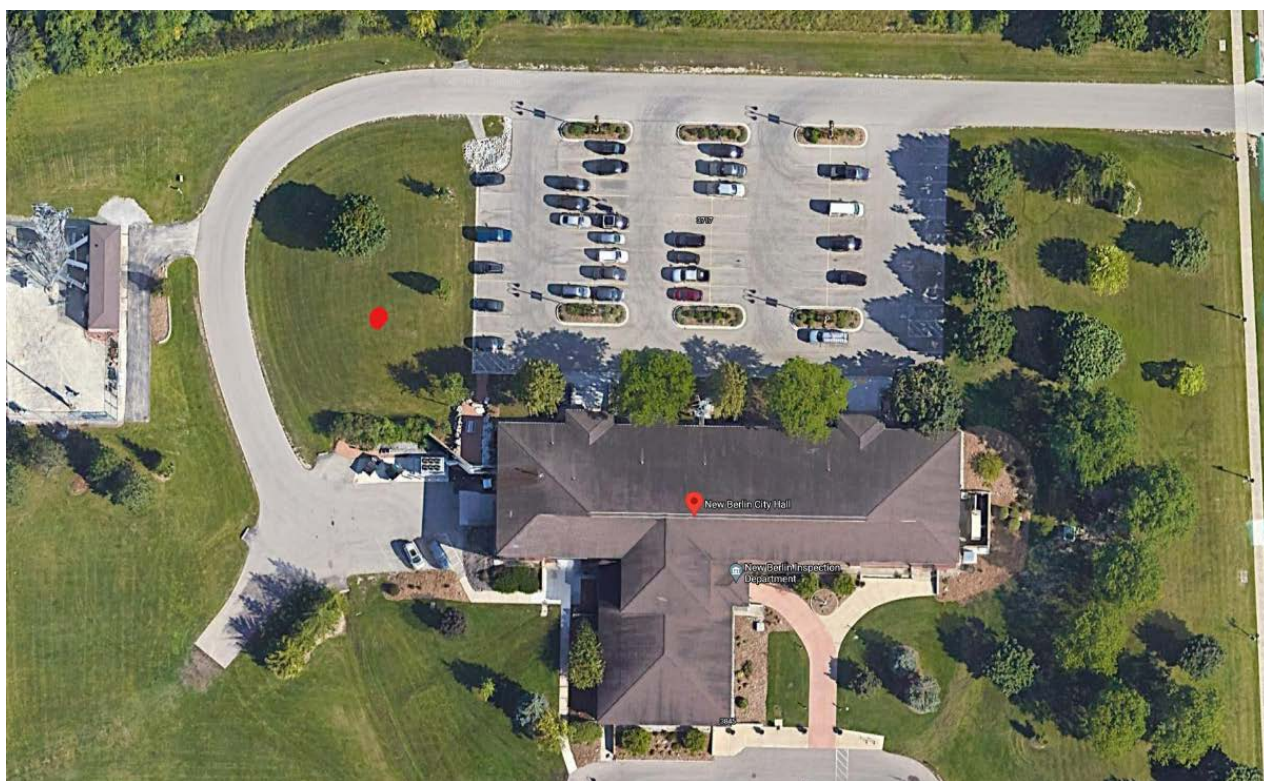
OWNER

NAME, TITLE

Date: _____

Exhibit A

Approximate location of weather station. Exact location of the 225 square feet (15ft x 15ft) will be determined in a site visit with City of New Berlin Staff. Premises to be marked with permanent unobtrusive Stakes or perimeter certain markings by and at the expense of the University.



LICENSE AGREEMENT

This License Agreement is made and entered into this ____ day of _____, 2024, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “CITY”) and the PROFESSIONAL FIREFIGHTERS OF WISCONSIN CHARITABLE FOUNDATION, INC., a Wisconsin non-stock corporation, with its principal office and place of business located at 321 East Main Street, Suite 200, Madison, Wisconsin, 53703 (hereinafter referred to as “Professional Firefighters”).

WHEREAS, the City operates Fire Station No. 1 as part of the City Public Safety Building located at 16300 West National Avenue in New Berlin; and

WHEREAS, Professional Firefighters have applied to the City for a license to utilize the area adjacent to Fire Station No. 1 along Casper Dr., as well as the streets building parking lot, hereinafter referred to as the Licensed Area as the registration station and starting point for the 2024 Ride to Burn Camp, which is to occur on August 13, 2024 from 5:00 p.m. to 5:45 p.m.; and

WHEREAS, the City is agreeable to permitting the use of the Licensed Area for said event subject to the approval by the City of New Berlin Common Council, as well as the terms and conditions of this Agreement.

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

1. Professional Firefighters, their licensees and attendees of the 2024 Ride to Burn Camp shall be permitted to use the City property referred to as the Licensed Area on August 13, 2024, between 5:00 p.m. and 5:45 p.m., solely for the purpose of accommodating the registration for and initiation point for the 2024 Ride to Burn Camp.
2. Professional Firefighters warrants and represents that the City property referenced as the Licensed Area will only be used for the purposes of the registration for the 2024 Ride to Burn Camp event and as the start off point for the Ride.
3. Professional Firefighters warrants and represents that all activities engaged on City property on said date will be in conformance with applicable City Ordinances, Wisconsin Statutes and regulations of other governmental entities with jurisdiction.
4. Professional Firefighters shall supervise the Licensed Area being used for the aforementioned purposes throughout the duration of its use and will following the event restore said areas to the conditions that existed before the commencement of the event, reasonable wear and tear excepted.

5. Professional Firefighters agree to hold the City, its officers, employees, agents and assigns (hereinafter referred to as the “Parties Indemnified”) harmless and will indemnify the Parties Indemnified as and against any and all claims, demands, actions or causes of action, costs and expenses, including actual attorney fees, arising from the City’s approval of this License Agreement and the use by the Professional Firefighters, their licensees and attendees of the Licensed Area provided for hereunder.
6. Professional Firefighters agree to obtain public liability insurance coverage to insure their use, as well as the use by their licensees and attendees, for the 2024 Ride to Burn Camp as provided for hereunder. Said liability insurance coverage shall provide limits of not less than \$1 Million per occurrence and \$2 Million in the aggregate. Professional Firefighters shall provide a valid Policy Endorsement issued by their insurer identifying the City has an Additional Insured on said Policy on a primary and non-contributory basis. Professional Firefighters shall require that any entities they may contract with to assist in the holding of this event shall carry liability insurance as provided for in this paragraph, which coverage shall also list the City as an Additional Insured on a primary and non-contributory basis. They will also be required to provide evidence of automobile liability insurance coverage relative to any vehicles being utilized in the event.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
8. This Agreement may be terminated in the event of a breach by either party upon ten (10) days written notice.
9. This Agreement represents the complete understanding of the parties with respect to subject matter set forth herein and may only be modified in a written agreement executed by both parties and approved by the City of New Berlin Common Council.
10. This Agreement may not be assigned without the express written consent of the City.
11. The parties acknowledge that there are no third party beneficiaries to this License Agreement.

[Signature Page To Follow]

CITY:
City of New Berlin

CITY:
City of New Berlin

By: _____
David Ament, Mayor

By: _____
Rubina Medina, Clerk

PROFESSIONAL FIREFIGHTERS:
Professional Firefighters of
Wisconsin Charitable Foundation, Inc.

By: _____

Print Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Union Insurance Group 303 W Erie St Suite 310 Chicago, IL 60654	CONTACT NAME: James Koloff	
	PHONE (A/C, No, Ext): 312-799-8400	FAX (A/C, No):
	E-MAIL ADDRESS: james@uigins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ohio Security Insurance Company	
	INSURER B : Hartford Casualty Insurance Company	
INSURED Professional Fire Fighters of Wisconsin Charitable Foundation, Inc 321 E Main Street No 200 Madison, WI 53703	NAIC #	
	24082	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

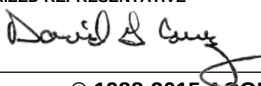
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	BZS67170293	4/15/2024	4/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	BZS67170293	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	83WECBX4187	1/16/2024	1/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of New Berlin is an additional insured for the Commercial General and Auto Liability policy as required by license agreement with the insured.

CERTIFICATE HOLDER

CANCELLATION

City of New Berlin 3805 S Casper Drive New Berlin, WI 53151	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



REQUESTED ACTION STATEMENT

DATE: May 28, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

Recommend to Council – Motion to approve the “Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin” and contingent on the Chief of Police executing/submitting the Agreement to the city of Milwaukee.

REQUESTED:

Recommend to approve the “Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin” (“Agreement”) as submitted by the city of Milwaukee and contingent on the Chief of Police executing/submitting the Agreement to the city of Milwaukee.

The Agreement has been reviewed by the City Attorney and members of the New Berlin Police Department command staff. The Agreement will allow sworn members of the New Berlin Police Department to assist in providing security for the RNC as needed by the Security Plan being implemented by MPD. Sworn members of the New Berlin Police Department may be working, as allowed for by the Agreement, in jurisdictions outside of New Berlin.

FISCAL IMPACT:

The New Berlin Police Department has already sent a personnel order disallowing off day requests of its sworn personnel for the period of July 14 to July 19 2024. By doing so the New Berlin Police Department will have staffing above its minimum staffing during the aforementioned period. This will allow our agency to detail certain members of the department. The New Berlin Police Department has sworn members already assigned to the joint multi-jurisdictional teams, to include the Waukesha County Civil Disturbance Unit (CDU) and the Suburban Critical Incident Team (SCIT). The motorcycle unit (2 officers per day) and SCIT has been requested by the city of Milwaukee and may be used as part of the Security Plan, dignitary escorts, or for other security details within Waukesha County. Although the current plan is that CDU would cover Waukesha County during this time, dynamic situations could result in a request for this resource.

If New Berlin Police Department personnel are requested for the Security Plan, the police department will request reimbursement for wages, overtime, and fringe benefits costs to cover the assistance. The wages and overtime costs associated with the Security Plan will be paid from the current overtime budget and will then be recovered with allowable reimbursements. Reimbursement requests will be submitted to the city of Milwaukee under the Agreement. The Deputy Chief of Operations will track accrued New Berlin Police Department wages, overtime, and other allowable costs due to the RNC Security Plan.

The Agreement also notes that the city of Milwaukee will be providing training, transportation and food, and will be procuring insurance. The Deputy Chief will ensure that necessary insurance is in place with the city of Milwaukee prior to allocating any resources and executing this agreement.

RATIONALE:

The 2024 Republican National Convention (RNC) is scheduled to take place in the city of Milwaukee from July 14th to July 19th 2024. The Security Plan for the event is being put in place by the Milwaukee Police Department (MPD) with a Convention Security Period expected from approximately July 13th to July 19th, 2024. MPD is requesting law enforcement agencies from around the state and country to assist with the event. Staffing and call volume within the city of New Berlin would impact our ability to meet any requests under this agreement or any other mutual aid request.

The recommended approval of this agreement has no effect on the ability of the city of Milwaukee or other neighboring agencies to request Mutual Aid within current state statutes or under any other Suburban Mutual Assistance Response Team (SMART) requests per the approved agreement.

CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

IV. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

V. Additional Terms of Agreement.

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
 - 4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
 - 4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
 - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
 - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
 - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
 - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
 - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

- 4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

- 4.3.1 “Final” version of Exhibit B, and all documentation required therein.
- 4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.
- 4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.
- 4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).
- 4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

- 4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.
- 4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.
- 4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

4.5 Risk. Intentionally Omitted.

5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

5.2 Federal Grant Record Retention Requirements. Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that

Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- 5.3 Wisconsin Public Records Law. The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Except as provided in Section 12 of this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment.**
- 11.1 Independent Legal Entities. Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor except with regard to circumstances as provided in Section 12 herein. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. Contractor does not waive their right to reimbursement and may submit for reimbursement as outlined in Wis. Stat. § 66.0513. Contractor agrees that it shall not submit any request for reimbursement of worker's compensation coverage expenses as fringe benefits in its completed Exhibit B.
12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
 - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
 - 14.3 Wholly or partially suspend the Agreement;
 - 14.4 Withhold further reimbursement;
 - 14.5 Terminate the Agreement;
 - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.
 - 15.2 Termination by Contractor. Contractor may terminate the Agreement if Contractor is not able to both fulfill the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor

shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred and services performed prior to termination by Contractor. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.

16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
 - 21.1 Entire Agreement. The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
 - 21.2 Severability. If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect.
22. **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:
 - 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.

- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if

any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.

22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.

22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.

22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

23. Organizational Structure and Law Enforcement Procedures.

23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection.

The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.

- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see “Outside Agency Documents” → “Files” → “Wisconsin Intergovernmental Agreements Documents” folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at MPD_RNC2024@milwaukee.gov or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

24. Assisting Personnel and Responsibilities.

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor’s performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.
- 24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

- 24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.
 - 24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.
 - 24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.
 - 24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.
 - 24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.
- 24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.
- 24.7 Assisting Personnel Equipment.
- 24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.
 - 24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.
 - 24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.
25. **Milwaukee Responsibilities.** In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:
- 25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.
 - 25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.
26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Police Department

By: _____
Chief Jeffrey B. Norman

Date: _____

CONTRACTOR: See Exhibit A

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

_____ Date: _____
(City Comptroller)

Date: _____

____ Initials (Comptroller Staff)

____ Initials (Comptroller Staff)

Examined and approved as to form and execution this ____ day of
_____, 2024.

Assistant City Attorney