



Common Council Meeting Agenda

February 11, 2025 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 2/7/2025

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. January 28th, 2025 Common Council Meeting Minutes

5. REPORTS

- A. City Clerk
B. Council President
C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

- A. Ryan's Buying LLC. Theofila Estates final plat 5751 S Sunnyslope Rd. Discussion and Possible action to approve a settlement agreement between the City of New Berlin and Ryan's Buying LLC. and the final plat for the Theofila Estates subdivision subject to the terms of said settlement agreement and the conditions set forth in the staff report.
- B. (7) NJ Rick Hillmann with Mead & Hunt on behalf of Tim & Kristine Seymour - 17445 W. Observatory Dr. (Tax Key #: 1233993011) - Discussion and possible action to recommend to Common Council approval of a 2-Lot Certified Survey Map.

8. UTILITY COMMITTEE

- A. UT 02-25 Recommend to the Common Council to approve the professional services contract for the engineering and consulting for private property I/I dye testing with raSmith in the amount of \$82,000.00 with an additional \$8,200.00 (10%) for contingencies, resulting in a total project cost of \$90,200.00.
- B. UT 03-25 Recommend to the Common Council to approve the professional services contract for a leak detection survey with Westrum Leak Detection in the amount of \$11,950.00, without contingency, for a total project cost of \$11,950.00.
- C. UT 04-25 Recommend to the Common Council to award the construction contract for the Davit Lift Station Cranes to the lowest responsive bidder, Sabel Mechanical LLC, in the amount of \$68,279.00 with \$6,828.00 (10%) in contingencies, for a total project cost not to exceed \$75,107.00.

- D. UT 05-25 Recommend to the Common Council to approve the professional services agreement with CBS Squared for consulting services related to the design, engineering, plans, specifications, and bidding documents for the Greenridge water main replacement project in the amount of \$148,700.00.

9. GOLF COURSE COMMISSOIN

- A. Discussion and possible action to recommend to Common Council approval of 2025 Golf Course Rates

10. DEFERRED, REFERRED & TABLED ITEMS

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

12. 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.

13. MINUTES

- A. January 28th, 2025 Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

- A. Discussion and possible action to recommend approval to the Common Council of the February 12, 2025, Water Utility claims in the amount of \$136,501.76. Sewer Utility claims in the amount of \$25,586.97. General City claims in the amount of \$420,293.06. Tax overpayment checks totaling \$52,007.39 were also generated. US BANK VISA EFT of \$11,311.29 for 2024 invoices and \$14,289.45 for 2025 invoices. We Energies EFT of \$59,449.55.

15. LICENSES & PERMITS

- A. Discussion and possible action to recommend Common Council approval of a "Class B" Combination Liquor License for Lidente, LLC, dba Uncle Jimmy's Bar & Grill, located at 18540 W. National Avenue, as outlined in the application and premise description on file. The current license for this establishment is held by Mustang Shelley's, which has submitted an intent to surrender its license back to the City. This surrender makes the license available, allowing the new applicant to apply
- B. Discussion and possible action to recommend to the Common Council approval of a 2025 Short-Term Lodging License to Mark Nelson of 17303 W. Greenfield Avenue per the application on file

16. MISCELLANEOUS

- A. Municipal Court Department Update

17. END CONSENT AGENDA-----

18. CLOSED SESSION

- A. *The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(e) of the Wisconsin State Statutes. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically:*
- B. Discussion regarding possible agreement with the New Berlin School District regarding a 4K Wrap-Around program at the New Berlin Community Center at Hickory Grove
- C. *The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(g) of the Wisconsin State Statutes. (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically:*

- D. Discussion regarding potential legal action related to zoning violations at 13685 W Pleasant View Drive

19. RECONVENE TO OPEN SESSION

- A. Discussion and possible action on an agreement with the New Berlin School District regarding a 4K Wrap-Around program at the New Berlin Community Center at Hickory Grove
- B. Discussion and possible action regarding potential legal action related to zoning violations at 13685 W Pleasant View Drive

20. ADJOURN

Additional Information

- The agenda packet with supplemental information related to the agenda items is available online at www.NewBerlinWi.gov. Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.
- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.



Common Council MEETING MINUTES

January 28, 2025 - 6:08 PM
City Hall Council Chambers

MINUTES

1. PRIVILEGE OF THE FLOOR

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

No members of the public (or attendees) spoke during this portion of the meeting.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:20 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 Horbinski, Alderperson Kroupa, Alderperson La Fever

Excused: Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

4. APPROVAL OF MINUTES

A. January 14, 2025 Common Council Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Horbinski
Motion 6-0

5. REPORTS

A. City Clerk

The City Clerk reminded the Council and attendees that the Spring Primary will take place on February 18th, featuring one item on the ballot: a statewide contest for Wisconsin Superintendent of Public Instruction. Voters can request an absentee ballot at www.myvote.wi.gov

B. Council President

Council President Harenda provided the Council and attendees with a brief update on the Activity & Recreation Center, noting that the facility has been active with various programs and events.

C. Mayor

No report.

6. COMMUNICATIONS

None

7. BOARD OF PUBLIC WORKS

- A.** ITEM 1-25 Discussion and recommendation to the Common Council for the approval of the Two -Party Construction Agreement for the reconstruction of CTH O (Moorland Rd) from CTH ES (National Ave) to CTH D (Cleveland Ave) subject to final review as to form by the City Attorney and final plans on file.

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Harenda
Motion 6-0

8. UTILITY COMMITTEE

- A.** UT 01-25 Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$338,400.00 for cost incurred throughout the work described in Attachment A in this agreement.

MOTION: Motion to approve

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

- B.** Discussion and possible recommendation to the Common Council to approve a gas service easement agreement with We Energies for Calhoun Tower, as reviewed and approved by the City Attorney.

MOTION: Motion to approve

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

9. RECREATION COMMISSION

- A.** Discussion and possible action to recommend to Common Council approval of the vendor agreements with Banks Family Consulting LLC to provide consulting services for small businesses and individuals, as well as personal athletic training.

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Horbinski
Motion 6-0

10. PARKS, BUILDINGS & GROUNDS COMMISSION

- A.** Discussion and possible recommendation to the Common Council for the approval of Resolution 25-02 - A Resolution Amending the 2025 Capital Projects Budget to purchase a trailer for transporting an urban mower with a gross weight of less than 10,000 pounds.

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Maxey
Motion 6-0

- B.** Discussion and possible recommendation to the Common Council for the approval of Resolution 25-01 - A Resolution Amending the 2025 Capital Projects Budget to purchase a dozer blade skid steer attachment.

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Kroupa
Motion 6-0

- C.** Discussion and possible recommendation to Common Council to approve a donation agreement between the New Berlin Pumas Select Baseball Corporation and the City of New Berlin for a field reconditioning project at the Buena Park West Baseball Field.

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Maxey
Motion 6-0

- D.** Discussion and possible recommendation to the Common Council for the approval of signage within Malone Park restricting dogs from within the playground area and requiring dogs to be on a leash in all other areas of the park.

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Hopkins
Motion 6-0

11. MAYORAL APPOINTMENTS

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

MOTION: Motion to approve

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

12. DEFERRED, REFERRED & TABLED ITEMS

None.

13. ITEMS REMOVED FROM CONSENT AGENDA, if any

None

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.

MOTION: Motion to approve consent agenda

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

15. MINUTES

A. January 14, 2025 Committee of the Whole Meeting Minutes

16. UTILITY & FINANCE

A. Discussion and possible action to recommend approval to the Common Council of the January 29, 2025, Water Utility claims in the amount of \$19,939.97 for 2024 invoices and \$2,075.15 for 2025 invoices. Sewer Utility claims in the amount of \$17,259.96 for 2024 invoices and \$2,161.70 for 2025 invoices. General City claims in the amount of \$704,087.24 for 2024 invoices and \$288,302.63 for 2025 invoices. US BANK VISA EFT of \$52,985.15 for November and December of 2024.

17. LICENSES & PERMITS

A. Discussion and possible action to recommend to the Common Council approval of a "Class B" combo liquor license for Drake's Watering Hole, located at 3612 S. Moorland Road, as outlined in the application and premise description on file. The license is currently held by Chumley's Pub, which has formally submitted its intent to surrender the liquor license, enabling the new applicant to apply for the establishment

18. MISCELLANEOUS

A. Golf Course Commission Update

- B. Discussion and possible action to recommend to the Common Council approval of the contract to upgrade the City of New Berlin's phone system

- C. Discussion and possible action to recommend to Common Council that a joint public hearing be set for March 3, 2025 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 11 - Neighborhood "A" Greenfield Avenue and Chapter 10 - Land Use) from Suburban Commercial, Mixed Residential and Institutional with a Planned Unit Development Overlay to Mixed Use Residential with a PUD Overlay for approximately 33.76 acres for the parcels located at 1640 S. Moorland Road (includes Tax Keys #'s 1158.989.001, 1158.989.002 & 1158.989.003). **AND** Recommend to the Common Council that a joint public hearing be set for March 3, 2025 at 6:00 p.m. to be held before the Plan Commission to rezone approximately 33.76 acres for the parcels located at 1640 S. Moorland Road (includes Tax Keys #'s 1158.989.001, 1158.989.002 & 1158.989.003) from B-1/PUD, Rm-1/PUD, I-1/PUD & C-2 to Rm-1/PUD & C-2/PUD to amend Planned Unit Development Overlay Ordinance # 2679 (also amended by Ordinance #2688). The development will include multi-family residential with retail integrated within.

- D. Discussion and possible action to recommend to the Common Council that a public hearing be set for March 3, 2025 at 6:01 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275).

19. END CONSENT AGENDA-----

20. CLOSED SESSION

- A. *The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(c) of the Wisconsin State Statutes which permits closed sessions for the purpose of considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically:*

City Clerk Medina read the statutory basis for entering into closed session.

MOTION: Motion to enter into closed session at 6:37 PM

ROLL CALL Motion by: Harenda

VOTE: Second by: Horbinski
Motion 6-0

- B. Salary Study and Proposed 2025 Employee Compensation Adjustments

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

D. Thomas J. Jocz Claim

21. RECONVENE TO OPEN SESSION

MOTION: Motion to reconvene to open session at 7:57 PM

ROLL CALL Motion by: Horbinski

VOTE: Second by: Maxey
Motion 6-0

A. Discussion and possible action re: Thomas J. Jocz claim

MOTION: Motion to approve the rental car cost of \$676.98 as outlined by the City Attorney

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

22. ADJOURN

MOTION: Motion to adjourn at 7:59 PM

VOTE: Motion by: Kroupa
Second by: La Fever
Motion 6-0

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

Mayor's Report

2/11/25 CC Meeting

- Congratulations to **Friends of the Library**, on being named our **February Organization of the Month**. Friends of the Library is a non-profit organization of volunteers who work together to promote and expand programs/resources and services for all people in the community. The Friends executive board serves as a link between the library and community. If you are interested in helping out any of the events that they host or becoming a member, please visit the New Berlin Library's website for more information.
- The **New Berlin Library** will be hosting a **Birthday Party** on **February 14th from 6:00 p.m. – 8:00 p.m.** to celebrate their 20th Birthday! Everyone is encouraged to join the celebration featuring cake, crafts, punch, and live music! For information, please visit the Library's website.
- Lastly, the **New Berlin Recreation Department's 2025 Summer Day Camp** schedule is now available in their Winter-Spring Guide and on their website. Registration will open to returning families on February 19th, new families on February 26th, and on March 5th for non-resident new families. For more information, please contact our Recreation Department.



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Stribl

FROM: Plan Commission/Joelle Erickson

DATE: February 11, 2025

RE: February 3, 2025, Plan Commission items requiring Common Council action

A.	Discussion and possible action to recommend to the Common Council the approval of the application by Ryan's Buying LLC for the final plat of the Theofila Estates Subdivision located at 5751 S. Sunny Slope Road, along with the settlement agreement between the parties, subject to the terms of said settlement agreement as well as the conditions set forth in the staff report.
<u>Council Motion:</u>	
	This item was considered at the Plan Commission meeting on February 3, 2025. 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 application by Ryan's Buying LLC for the final plat of the Theofila Estates Subdivision located at 5751 S. Sunny Slope Road, along with the settlement agreement between the parties, subject to the terms of said settlement agreement as well as the conditions set forth in the staff report.
B.	(7) NJ Rick Hillmann with Mead & Hunt on behalf of Tim & Kristine Seymour - 17445 W. Observatory Dr. (Tax Key #: 1233993011) - Discussion and possible action to recommend to Common Council approval of a 2-Lot Certified Survey Map.
<u>Council Motion:</u>	
	This item was considered at the Plan Commission meeting on February 3, 2025. 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 2-Lot Certified Survey Map located at 17445 W. Observatory Road, subject to the application and plans on file.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: Ryan Janssen, Ryan's Buying LLC / Theofila Estates Subdivision Final Plat

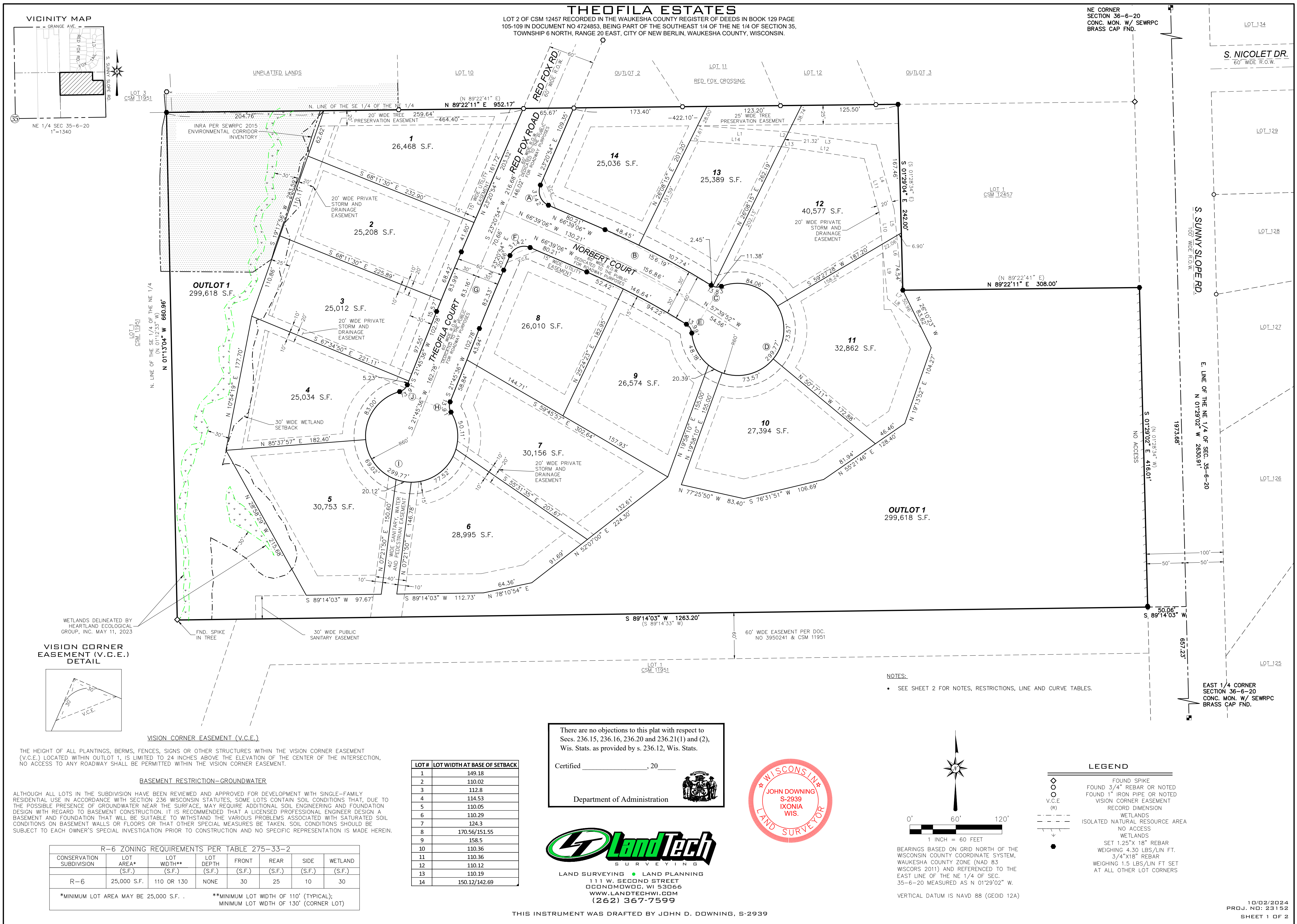
LOCATION: 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002)

REQUEST: Approval of the Theofila Estates Subdivision Final Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002).

D.R.C. RECOMMENDATION: Discussion and possible action to recommend the approval of the application by Ryan's Buying LLC for the final plat of the Theofila Estates Subdivision located at 5751 S. Sunny Slope Road, along with the settlement agreement between the parties, subject to the terms of said settlement agreement as well as the conditions set forth in the staff report.

ATTACHMENTS:

Final Plat
Settlement Agreement (forthcoming)
Staff Report 1/13/2025



THEOFILA ESTATES

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 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST. CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF WAUKESHA)

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED "THEOFILA ESTATES", BEING 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 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST. CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

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 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST. CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

DESCRIBED LANDS HAVING AN AREA OF 757,483 SQUARE FEET OR 17.389 ACRES.

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

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

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

DATED THIS _____ DAY OF _____, 20____.

JOHN D. DOWNING, S-2939



WETLAND/INRA RESTRICTIONS

THOSE AREAS IDENTIFIED AS WETLAND AND INRA AREAS ON PAGE 1 OF 2 ON THIS SUBDIVISION PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

2. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED WITHIN THE CONSERVANCY/WETLAND/FLOODPLAIN AREA AND SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE WITHIN THE SECONDARY ENVIRONMENTAL CORRIDOR AREA.

4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.

5. PONDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

6. THE CONSTRUCTION OF BUILDINGS OR ACCESSORY USES ARE PROHIBITED WITHIN THE WETLAND AND FLOODPLAIN AND PER THE CONSERVATION EASEMENT PROVISIONS.

TREE PRESERVATION EASEMENT RESTRICTIONS LOTS 1, 12 AND 13

1. THE GRADING, FILLING, AND/OR REMOVAL OF TOPSOIL IS PROHIBITED.

2. THE REMOVAL OR DESTRUCTION OF VEGETATIVE COVER, I.E. TREES, SHRUBS, GRASSES, ETC. IS PROHIBITED WITH THE EXCEPTION THAT DEAD, DYING OR DISEASED VEGETATION MAY BE REMOVED AT THE DISCRETION OF THE LAND OWNER UNDER THE RECOMMENDATION OF A FORESTER OR NATURALIST WITH APPROVAL FROM THE CITY OF NEW BERLIN DEPARTMENT OF COMMUNITY DEVELOPMENT. INVASIVE PLANT SPECIES, AS IDENTIFIED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, MAY ALSO BE REMOVED WITH APPROVAL FROM THE CITY OF NEW BERLIN DEPARTMENT OF COMMUNITY DEVELOPMENT.

3. THE CONSTRUCTION OF ANY PERMANENT OR TEMPORARY STRUCTURES, FENCING, POOLS, DECKS, PLAY EQUIPMENT, OR THE LIKE IS PROHIBITED.

4. THE INTRODUCTION OF ANY PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.

5. UNAUTHORIZED REMOVAL OF TREES WITHIN THE TREE PRESERVATION EASEMENT SHALL REQUIRE REPLANTING IN ACCORDANCE WITH THE CITY'S TREE REPLACEMENT POLICY NOTED IN ZONING CODE SECTION 275-54B(6). BECAUSE THE SPECIES AND/OR QUALITY OF THE TREE THAT HAS BEEN REMOVED IS NOT ABLE TO BE DETERMINED AFTER-THE-FACT, THE REQUIRED NUMBER OF REPLACEMENT TREES WILL BE BASED ON STUMP SIZE, REGARDLESS OF THE SPECIES OR QUALITY OF THE ORIGINAL TREE.

PRIVATE UTILITY EASEMENT PROVISIONS

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

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

_____, GRANTEE, AND
_____, GRANTEE

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

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

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

Certified _____, 20____

Department of Administration



CORPORATE OWNER'S CERTIFICATE

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

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

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

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

_____, 20____.

RYAN JANSSEN, MEMBER

STATE OF WISCONSIN)SS
COUNTY OF WAUKESHA)

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

NOTARY PUBLIC, _____ COUNTY, WI

MY COMMISSION Expires. _____

CORPORATE MORTGAGE CERTIFICATE

_____, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF _____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF RYANS BUYING, LLC, OWNER, THIS _____ DAY OF _____, 20____.

_____, PRINT NAME & TITLE: _____

STATE OF _____)SS
COUNTY OF _____)

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

PRINT NAME: _____

NOTARY PUBLIC, _____ COUNTY, _____

MY COMMISSION EXPIRES. _____

NOTES:

- ROADWAYS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES.
- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOT NO. 1 AND WAUKESHA COUNTY SHALL NOT BE LIABLE OF ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOTS OR OUTLOTS IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- STORM WATER MANAGEMENT FACILITIES ARE LOCATED ON OUTLOT 1 OF THIS SUBDIVISION. THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION SHALL EACH BE LIABLE FOR AN EQUAL UNDIVIDED FRACTIONAL SHARE OF THE COST TO REPAIR, MAINTAIN OR RESTORE SAID STORMWATER MANAGEMENT FACILITIES. SAID REPAIRS, MAINTENANCE AND RESTORATION SHALL BE PERFORMED BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION.
- WHEN A GARAGE IS PROPOSED WITH AN ENTRY FACING AN INTERIOR LOT LINE, THE GARAGE SHALL BE SET BACK A MINIMUM OF 30 FEET FROM THE LOT LINE OPPOSITE THE GARAGE DOOR. THE SETBACK SHALL BE MEASURED PERPENDICULAR FROM THE EDGE CLOSEST TO THE STREET OF EACH GARAGE OPENING. THERE SHALL BE A TWENTY FOUR FOOT (24') ACCESS RADIUS IN AND OUT OF THE GARAGE DOOR. THE SIDE-ENTRY DRIVEWAY SHALL BE LOCATED NOT LESS THAN FIVE FEET FROM THE SIDE LOT LINE.
- OUTLOT 1 CONTAINS STORM WATER MANAGEMENT FACILITIES, WETLANDS, AND INRA. .
- WETLAND BOUNDARIES SHOWN HEREON WERE DELINEATED AND FIELD LOCATED BY HEARTLAND ECOLOGICAL GROUP, INC. PER THE WETLAND DELINEATION REPORT DATED MAY 11, 2023 WHICH IS ON FILE AT THE CITY OF NEW BERLIN.
- ISOLATED NATURAL RESOURCE AREA (INRA) BOUNDARIES SHOWN PER SEWRPC 2015 ENVIRONMENTAL CORRIDOR INVENTORY.
- ONE DRIVEWAY ACCESS SHALL BE ALLOWED PER PARCEL.
- ALL THE COVENANTS AND RESTRICTIONS CONTAINED HEREIN WHICH HAVE BEEN PREPARED TO REGULATE THE EASEMENTS PROVIDED ON THE FINAL PLAT SHALL ALSO APPLY TO ADDITIONAL EASEMENTS AS MAY BE GRANTED AND CREATED THEREAFTER.
- PRIVATE ENCROACHMENTS INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO DOG FENCES, LIGHT POLES, LANDSCAPING, SIGNS AND PRIVATE IRRIGATION SYSTEMS ARE AT RISK OF DAMAGE WITHOUT NOTICE AND ARE THE RESPONSIBILITY OF THE PROPERTY OWNER TO REPAIR. IT IS THE REASONABILITY OF THE PROPERTY OWNER TO GET PERMISSION FROM THE PRIVATE UTILITIES TO INSTALL SUCH ENCROACHMENTS WITHIN THE PRIVATE UTILITY EASEMENT.
- A PARK COMPLEX WITH LIGHTING, BALL FIELDS, AND A VARIETY OF OTHER ACTIVITIES IS PLANNED TO BE LOCATED ADJACENT TO THE SUBDIVISION.
- THERE SHALL BE NO DIRECT VEHICULAR INGRESS OR EGRESS BETWEEN SUNNY SLOPE ROAD AND OUTLOT 1 IN THIS SUBDIVISION. IT IS BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO SECTION 236.293 OF THE WISCONSIN STATUTES AND SHALL BE ENFORCED BY THE CITY OF NEW BERLIN.
- PRIVATE DRAINAGE EASEMENTS ARE ESTABLISHED TO PROVIDE FOR THE UNOBSTRUCTED FLOW OF STORMWATER RUNOFF FROM ADJACENT AND UP STREAM PROPERTIES. OWNERS OF LOTS ON WHICH THESE PRIVATE DRAINAGE EASEMENTS EXIST SHALL BE RESPONSIBLE FOR KEEPING THESE AREAS FREE FROM ANY OBSTRUCTIONS THAT MAY RESTRICT FLOW.



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

CITY OF NEW BERLIN COMMON COUNCIL APPROVAL

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

DAVID A. AMENT, MAYOR

THIS _____ DAY OF _____, 20____.

RUBINA R. MEDINA, CITY CLERK

CITY OF NEW BERLIN PLAN COMMISSION APPROVAL

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

DAVID A. AMENT, MAYOR/CHAIRMAN

THIS _____ DAY OF _____, 20____.

NIKKI JONES, PLAN COMMISSION SECRETARY

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

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

THIS _____ DAY OF _____, 20____.

RALPH CHIPMAN, FINANCE DIRECTOR/TREASURER

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

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

THIS _____ DAY OF _____, 20____.

PAMELA REEVES, COUNTY TREASURER

CURVE TABLE

CURVE	LOT	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
A	LOT 14	20.00	90°00'00"	31.42	28.28	N 21°39'06" W	N 23°20'54" E	N 66°39'06" W
B	OL	1000.00	8°59'14"	156.86	156.70	N 62°09'29" W	N 57°39'52" W	N 66°39'06" W
	N. ROW	1030.00	8°41'18"	156.19	156.04	N 62°18'27" W	N 57°57'48" W	N 66°39'06" W
	LOT 13	1030.00	5°59'36"	107.74	107.69	N 60°57'36" W		
	LOT 14	1030.00	2°41'43"	48.45	48.45	N 66°18'15" W		
	S. ROW	970.00	8°39'41"	146.64	146.50	N 62°19'16" W	N 57°59'25" W	N 66°39'06" W
	LOT 8	970.00	03°05'48"	52.42	52.41	N 66°06'13" W		
	LOT 9	970.00	05°33'56"	94.22	94.18	N 60°46'23" W		
C	N. ROW	15.00	92°50'41"	13.83	13.35	N 84°23'09" W	N 57°57'48" W	N 69°11'31" E
	LOT 12	15.00	43°28'41"	11.39	11.11	N 89°04'09" W		
	LOT 13	15.00	9°22'00"	2.48	2.45	N 82°38'48" W		
D	ROW	60.00	288°15'33"	289.77	72.00	N 32°19'17" E	N 04°32'57" W	N 69°11'31" E
	LOT 9	60.00	46°00'37"	48.18	46.90	N 27°33'15" W		
	LOT 10	60.00	70°15'21"	73.57	69.05	N 74°50'30" E		
	LOT 11	60.00	70°15'21"	73.57	69.05	N 04°35'09" E		
	LOT 12	60.00	80°15'57"	84.05	77.35	N 70°40'31" W		
	OUTLOT 1	60.00	19°28'16"	20.39	20.29	N 60°17'42" W		
E	LOT 9	15.00	53°26'28"	13.99	13.49	N 31°16'11" W	N 04°32'57" W	N 57°59'25" W
F	LOT 8	20.00	90°00'00"	31.42	28.28	N 66°20'54" E	N 66°39'06" W	N 23°20'54" E
G	OL	3000.00	1°35'18"	83.16	83.16	N 22°33'15" E	N 23°20'54" E	N 21°45'36" E
	LOT 8	2970.00	1°35'18"	82.33	82.32	N 22°33'15" E	N 23°20'54" E	N 21°45'36" E
	W. ROW	3030.00	1°35'18"	83.99	83.99	N 22°33'15" E	N 23°20'54" E	N 21°45'36" E
	LOT 2	3030.00	1°17'38"	68.42	68.42	N 22°42'05" E		
	LOT 3	3030.00	0°17'40"	15.57	15.57	N 21°54'26" E		
H	LOT 7	15.00	53°07'48"	13.91	13.42	N 04°48'18" W	N 21°45'36" E	N 31°22'12" W
I	ROW	60.00	288°15'33"	289.77	72.00	N 69°14'24" W	N 74°53'25" E	N 31°22'12" W
	LOT 4	60.00	79°15'27"	63.00	76.54	N 36°15'41" E		
	LOT 5	60.00	65°54'23"	69.02	65.27	N 37°19'14" W		
	LOT 6	60.00	74°01'41"	77.52	72.24	N 53°30'06" E		
	LOT 7	60.00	47°51'27"	50.12	48.67	N 07°26'28" W		
	OUTLOT 1	60.00	19°12'38"	20.12	20.02	N 79°52'45" W		
J	LOT 4	15.00	53°07'48"	13.91	13.42	N 48°19'30" E	N 74°53'25" E	N 21°45'36" E

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 86°07'46" W	115.19
L2	N 81°45'17" W	3.68
L3	N 81°45'17" W	115.61
L4	N 15°26'47" W	86.99
L5	N 05°36'12" W	34.49
L6	N 05°36'12" W	72.52
L7	N 49°16'47" W	3.13
L8	N 49°16'47" W	58.02
L9	N 05°36'12" W	71.23
L10	N 05°36'12" W	42.07
L11	N 15°26'47" W	72.20
L12	N 81°45'17" W	105.36
L13	N 86°07'46" W	3.75
L14	N 86°07'46" W	118.86

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Ryan Janssen, Ryan's Buying LLC / Theofila Estates Subdivision Final Plat		
LOCATION:	5751 S. Sunny Slope Road (Tax Key #: 1289.994.002)		
REQUEST:	Approval of the Theofila Estates Subdivision Final Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002).		
REVIEW SCHEDULE:	Preliminary Plat Received:	11/20/2024	
	60-day time limit expires:	1/19/2025	
	Final Common Council Action (expected):	1/14/2025	
D.R.C. RECOMMENDATION:	Recommend to Common Council rejection of Theofila Estates Subdivision Final Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002), subject to the application, plans on file and the following reasons:		

1. The Municipal Code states in §235-15N(1): *No final plat will be accepted as complete until the applicant provides adequate documentation that the required improvements have been completed.* Staff has reviewed the submitted Final Plat application and found it to be substantially incomplete.
2. The Director or designee shall make a determination of the developer's compliance with the terms of the development agreement, City ordinances, and the City's Developer's Handbook.
 - a. The Sequence of Development, as stated in the approved Development Agreement, states that the following items shall be completed prior to approval of the Final Plat: Construction Plan Approvals, Development Agreement Approvals and Sureties, Pre-construction Meeting, Erosion Control and Stormwater Best Management Practices, Grading, Sanitary System, Water System, Storm Drainage System, Roadway Base Course, Private Utilities (Electric, Gas, Telephone, CATV, Etc.), Restoration, Roadway Binder & Surface Course, Record Drawings And Certifications, and Easement Recording.
 - b. As of November 20, 2024, Grading, Sanitary System, Water System, Storm Drainage System, Roadway Base Course, Private Utilities (Electric, Gas, Telephone, CATV, Etc.), Restoration, Roadway Binder & Surface Course, Record Drawings And Certifications, and Easement Recording have not been completed, therefore the improvements cannot be accepted.

ATTACHMENTS:

Inspection Report (11/25/2024) - construction status at the time of submittal
 Letter (11/22/2024) – incomplete application
 Email (11/21/2024) – construction status
 Letter (10/30/2024) – incomplete application
 Preliminary Plat Staff Report (1/8/2024)

Daily Project Events Report

		Day & Date:	Monday, November 25, 2024
Project:	Theofila Estates	Client:	City of New Berlin
Project Number:	1244600		
Engineering Firm:	raSmith	Contractor:	Veit USA
Report By:	Mark Nosonovsky	Sub Contractor:	DC Burbach
Project Type:	Roads	Weather/Temp - AM:	47° and Mostly Cloudy
Project Type Detail:	curb	Weather/Temp - PM:	48° and Mostly Cloudy

Erosion Control Status:

In place.

Activity for the Day: (Comments)

I arrived on site at Theofila Estates at 6:55 AM. DC Burbach was on site. They removed two short pieces of concrete curb, one short piece in the cul-de-sac on Norbert Ct (22' length) and one short piece north of the storm inlet INL 5A (14' length). Burbach then set forms to pour the two sections of curb. Forms were checked by Burbach using a level. A concrete truck from Zignego arrived on site shortly after 9:30 AM. Burbach began pouring the section in the cul-de-sac on Norbert Ct. The concrete was vibrated as it was being poured. Burbach then poured the short section north of inlet INL 5A. A piece of felt was placed approx. 5' away from the inlet. Burbach laborers and finisher worked on giving the concrete a smooth finish. The concrete pour was completed at 10:10 AM. 3.5 cubic yards of mix 928 were ordered for today's pour. Once the concrete had set, Burbach stripped the forms and covered the new curb with blankets and plastic due to expected cold weather temperatures. Burbach left the job site at 12:40 PM. I spent some time today on GPS work.

Items Used Today

Item No.	Bid Items (drop down)	Units	Qty	Comments
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				
-				

Signature of Site Representative:



Construction Operations Management
Project Automation System



Site Representative Time (hrs): **7.5**

Daily Project Events Report Photos

Burbach removed two short pieces of concrete curb



Burbach set forms ahead of the concrete pour



Burbach set forms ahead of the concrete pour



Concrete pour begins on Norbert Ct



Daily Project Events Report Photos

Concrete pour on Theofila Ct



A piece of felt was placed approx. 5' north of the inlet INL 5A



Concrete pour is completed



Newly poured concrete curb was covered with plastic and blankets due to expected cold weather temperatures





November 22, 2024

Sent via email to ryan@ryansbuying.com

Ryan Janssen
Ryan's Buying LLC
PO Box 486
Mukwonago, WI 53149

Re: Theofila Estates Subdivision Final Plat

Dear Mr. Janssen:

The Department of Community Development received your application on November 20, 2024, for the Theofila Estates Subdivision Final Plat located at 5751 S. Sunny Slope Road and has determined the application to be incomplete. The Municipal Code states in §235-15N(1): *No final plat will be accepted as complete until the applicant provides adequate documentation that the required improvements have been completed.* Staff has reviewed the submitted Final Plat application and found to be substantially incomplete.

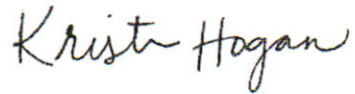
The Director or designee shall make a determination of the developer's compliance with the terms of the development agreement, City ordinances, and the City's Developer's Handbook.

- The Sequence of Development, as stated in the approved Development Agreement, states that the following items shall be completed prior to approval of the Final Plat: Construction Plan Approvals, Development Agreement Approvals and Sureties, Pre-construction Meeting, Erosion Control and Stormwater Best Management Practices, Grading, Sanitary System, Water System, Storm Drainage System, Roadway Base Course, Private Utilities (Electric, Gas, Telephone, CATV, Etc.), Restoration, Roadway Binder & Surface Course, Record Drawings And Certifications, and Easement Recording.
- As of November 20, 2024, Grading, Sanitary System, Water System, Storm Drainage System, Roadway Base Course, Private Utilities (Electric, Gas, Telephone, CATV, Etc.), Restoration, Roadway Binder & Surface Course, Record Drawings And Certifications, and Easement Recording have not been completed, therefore the improvements cannot be accepted.

Please contact the City once the improvements have been made so we can provide an application cutoff date for a future Plan Commission meeting. You will need to re-submit your application and materials at such time you are ready to apply; materials will need to be picked up from City Hall by **December 2, 2024**. Staff will not accept an application for the Final Plat unless the required improvements have been completed and preliminarily accepted by the City as outlined in the executed Development Agreement dated July 10, 2024.

If you should have any questions, or need further information, please contact our office at (262) 797-2445 ext. 2514.

Sincerely,
CITY OF NEW BERLIN

A handwritten signature in black ink that reads "Kristen Hogan". The script is cursive and fluid, with the first name "Kristen" and last name "Hogan" clearly legible.

Kristen Hogan
Principal Planner

CC: Alderman Harenda
Mark Blum, City Attorney
Tom Schmitzer, Attorney
Greg Kessler, Director of Community Development
Nikki Jones, Deputy Director of Community Development
Tammy Simonson, City Engineer

Hogan, Kristen

From: Simonson, Tamara
Sent: Thursday, November 21, 2024 1:53 PM
To: Ryan Janssen; Ryan Janssen; Paul Jenswold
Cc: Kessler, Greg; Hogan, Kristen; Blum, Mark; Jones, Nikki
Subject: Theofila Paving

Ryan and Paul,

I know we have been working towards getting the pavement down at Theofila, but today's weather along with other factors have led me to believe we are not going to be able to place any asphalt anymore this year.

Wolf still has a day needed to fine grade the roadway. The base course has now been saturated with the snow and the probable rain this afternoon. The cooler temps make drying it out less likely.

The binder would take a day by itself.

There are sections of curb and gutter that need to be replaced before the surface course can be placed and then that will need 2-3 days to cure if you use high early concrete.

Paul Schafer told me yesterday that Wolf plans to close their plant down on Tuesday. And the temps next week Tuesday and Wednesday won't get high enough to meet the WisDOT Cold Weather Paving requirements for surface course at 36 degrees and rising.

The Development Agreement states under Section VII.B.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."

Based on this information, we recommend that you place barricades where your site meets Red Fox and plan to come back in the spring to complete the project.

If there is any information that I am not aware of, please let know.

Thank you,

Tamara M. Simonson, PE
City Engineer
City of New Berlin



October 30, 2024

Sent via email to ryan@ryansbuying.com

Ryan Janssen
Ryan's Buying LLC
PO Box 486
Mukwonago, WI 53149

Re: Theofila Estates Subdivision Final Plat

Dear Mr. Janssen:

The Department of Community Development received your application on October 18, 2024, for the Theofila Estates Subdivision Final Plat located at 5751 S. Sunny Slope Road and has determined the application to be incomplete. The Municipal Code states in §235-15N(1): *No final plat will be accepted as complete until the applicant provides adequate documentation that the required improvements have been completed.* Staff has reviewed the submitted Final Plat application and found to be substantially incomplete.

The Director or designee shall make a determination of the developer's compliance with the terms of the development agreement, City ordinances, and the City's Developer's Handbook.

- The Sequence of Development, as stated in the approved Development Agreement, states that the following items shall be completed prior to approval of the Final Plat: Construction Plan Approvals, Development Agreement Approvals and Sureties, Pre-construction Meeting, Erosion Control and Stormwater Best Management Practices, Grading, Sanitary System, Water System, Storm Drainage System, Roadway Base Course, Private Utilities (Electric, Gas, Telephone, CATV, Etc.), Restoration, Roadway Binder & Surface Course, Record Drawings And Certifications, and Easement Recording.
- As of October 30, 2024, Grading, Sanitary System, Water System, Storm Drainage System, Roadway Base Course, Private Utilities (Electric, Gas, Telephone, CATV, Etc.), Restoration, Roadway Binder & Surface Course, Record Drawings And Certifications, and Easement Recording have not been completed, therefore the improvements cannot be accepted.

The next application cutoff date is **November 20, 2024** for the January 8, 2025 Plan Commission meeting. You will need to re-submit your application and materials at such time you are ready to apply. Staff will not accept an application for the Final Plat unless the required improvements have been completed and preliminarily accepted by the City as outlined in the executed Development Agreement dated July 10, 2024.

If you should have any questions, or need further information, please contact our office at (262) 797-2445 ext. 2514.

Sincerely,
CITY OF NEW BERLIN

A handwritten signature in black ink that reads "Kristen Hogan". The script is cursive and fluid, with the first name "Kristen" and last name "Hogan" clearly legible.

Kristen Hogan
Principal Planner

CC: Alderman Harenda
Mark Blum, City Attorney
Tom Schmitzer, Attorney
Greg Kessler, Director of Community Development
Nikki Jones, Deputy Director of Community Development
Tammy Simonson, City Engineer

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Ryan Janssen, Ryan’s Buying LLC / Theofila Estates Subdivision Preliminary Plat		
LOCATION:	5751 S. Sunny Slope Road (Tax Key #: 1289.994.002)		
REQUEST:	Approval of the Theofila Estates Subdivision Preliminary Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002).		
REVIEW SCHEDULE:	Preliminary Plat Received:	10/20/2023	
	Completeness Determination:	10/23/2023	
	90-day time limit expires:	1/18/2024	
	15-day extension:	2/2/2024	
	Final Common Council Action (expected):	1/23/2024	
D.R.C. RECOMMENDATION:	Recommend to Common Council adoption of a resolution approving the Theofila Estates Subdivision Preliminary Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002), subject to the application, plans on file and the following conditions:		

1. Planning:

a. Plat:

- i. Satisfaction of all the conditions outlined in the Letter of No Objection by Waukesha County Park and Land Use Department is required.
- ii. Satisfaction of all the conditions outlined in the Letter of No Objection by the Department of Administration is required.
- iii. A Development Agreement shall be approved by the Board of Public Works and Common Council prior to the start of construction.
- iv. Applicant shall correct all drafting errors and requested changes identified by Staff on the Final Plat prior to the City signing.
- v. A final copy of the Final Plat shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the Final Plat. Surveyor Stamp is required.
- vi. Applicant shall submit a Mylar of the recorded plat to the City of New Berlin. Please make sure to have your surveyor coordinate with the State/County on this if necessary. This document is kept on file with the City.
- vii. Applicant shall provide the CAD file containing all the line work to include all parcels, easement lines, etc. The file needs to be in the NAD 83 (2011) State Plane Wisconsin South Projection.
- viii. A copy of the subdivision covenants shall be submitted prior to the City signing the Final Plat. This document shall address the maintenance of the open space and outlot.

1. Define maintenance of the paved paths by the HOA.
 - ix. Payment of \$25,188.80 (\$1,937.60/lot x 13 lots = \$25,188.80) in Public Site and Open Space Fees required prior to the City of New Berlin signing the Final Plat.
 - x. Right-of-way widths shall be a minimum of 60 feet for public streets. Per §275-33D(18): "In the R-6 District, the Plan Commission and Common Council may approve sixty-foot right-of-way widths where determined acceptable by DCD." A resolution is required.
 - xi. Per CSM 12457, Outlot status on this parcel may be removed after Red Fox Rd is extended and City sewer and water is provided to these proposed parcels.
 - xii. A note shall be placed on the Final Plat stating "A park complex with lighting, ball fields, and a variety of other activities is planned to be located adjacent to the subdivision".
 - xiii. Within Red Fox Crossing Subdivision, "Fox Trail Court" shall be named "Red Fox Road".
 - xiv. "Red Fox Road" shall be named "Theofila Court".
 - xv. Natural Gas Pipeline shall be shown on the plat. Pipeline found on lot 12 is not shown on the plans.
- b. Civil Plans:
- i. Applicant shall provide perimeter screening along Sunny Slope Road in accordance with §275-41B(6).
 1. Approval of the Landscaping Plan (for the berms along Sunny Slope Road) and payment of all installation and maintenance sureties is required prior to the City signing the Development Agreement. Landscape plans shall meet the requirements of §275-53 through §275-56.

2. Engineering:

a. Plat

- i. North of the subdivision, Red Fox Rd is labeled as Fox Trail Ct. This shall be changed to Red Fox Rd.
- ii. Show the vision corner easements at the intersection of Norbert Court and Red Fox Road.
- iii. Label the easement between lots 3 and 4 as 20 ft Wide Private Storm and Drainage Easement.
- iv. Extend a 30 ft Public Sanitary Sewer Easement along the proposed sanitary sewer along the south side of Lot 5.
- v. Rename the 40 ft Wide Utility Easement between lots 5 and 6 to 40 ft Wide Public Utility and Pedestrian Easement.
- vi. Remove utility linework from the plat.
- vii. At the connection to the existing right-of-way, the width of the proposed right-of-way is shown as 33 ft each side of centerline. This shall be revised to 30 ft each side of centerline.
- viii. A note shall be added stating: "There shall be no direct vehicular ingress or egress between Sunny Slope Road and Outlot 1 in this subdivision. It is being expressly

intended that this restriction shall constitute a restriction for the benefit of the public according to Section 236.293 of the Wisconsin Statutes and shall be enforced by the City of New Berlin.”

- ix. A note shall be added stating: “Private Drainage Easements are established to provide for the unobstructed flow of stormwater runoff from adjacent and upstream properties. Owners of lots on which these private drainage easements exist shall be responsible for keeping these areas free from any obstructions that may restrict flow.”
- x. A note shall be added stating: “Tree Preservation Easement Restrictions Lots 1, 12, & 13:
 - 1. The grading, filling, and/or removal of topsoil is prohibited.
 - 2. The removal or destruction of vegetative cover, i.e. trees shrubs, grasses, etc. is prohibited with the exception that dead, dying or diseased vegetation may be removed at the discretion of the land owner under the recommendation of a forester or naturalist with approval from the City of New Berlin Department of Community Development. Invasive plant species, as identified by the Wisconsin Department of Natural Resources, may also be removed with approval from the City of New Berlin Department of Community Development.
 - 3. The construction of any permeant or temporary structures, fencing, pools, decks, play equipment, or the like is prohibited.
 - 4. The introduction of any plant material not indigenous to the existing environment is prohibited.
 - 5. Unauthorized removal of trees within the Tree Preservation Easement shall require replanting in accordance with the City’s Tree Replacement Policy noted in Zoning Code Section 275-54B(6). Because the species and/or quality of the tree that has been removed is not able to be determined after-the-fact, the required number of replacement trees will be based on stump size, regardless of the species or quality of the original tree.”

b. Civil Plans:

- i. On page 1, the north south roadway is labeled as Theofila Court, whereas the plan names this roadway as Red Fox Road.
- ii. Show the vision corner easements on the plan set.
- iii. The radius of the neck of the cul-de-sac shall be 40’ as measured to the flange of the curb and gutter.
- iv. The 40’ Utility Easement shall be labeled as 40’ Public Utility and Pedestrian Easement.
- v. § 275-57F requires driveways on local streets to be located a minimum of 100’ from the intersecting right-of-way on the two streets. The driveways on lots 1, 2, 8, and 14 are shown too close to the intersection.
- vi. On lot 1, a significant amount of runoff drains from the north. To better define a swale behind the house the northwest corner of the building may not allow for an exposure, and the southwest corner may only allow for a partial exposure. This flow shall be more channelized toward the west drainage swale.
- vii. Provide proposed culvert sizes for the temporary culverts associated with the temporary access to Sunny Slope Rd.

- viii. Add a note to the Erosion Control Plan stating; "Temporary access shall be completely removed following roadway base course placement and prior to the issuing of the Final Plat."
- ix. Show storm sewer main crossings on sanitary and water main plan and profile sheets.
- x. An outside drop connection is required at the sanitary sewer connection to existing MH 101.
- xi. Provide details for hydrant assemblies, storm manholes, sanitary manholes, behind the curb storm water collector mains and manholes.
- xii. Provide plan and profile for the path along Sunny Slope Rd.
- xiii. The rate of vertical curvature shall be based on a design speed of 30 mph. The rate of vertical curvature (K) at the connection the existing Red Fox Road is less than 37.

3. Stormwater:

- a. Plat:
 - i. Change bearing on South Line to read S--W instead of N—E.
 - ii. Plat line work meets closure criteria.
- b. WDNR NOI is required.
- c. MMSD Chapter 13 approval is required.
- d. SWMP Maintenance Agreement is required; Submit signed SWMA for City routing and we will notify you when completed so that you can record at the County. The City will swap out the certification page with the correct City Clerk.
- e. AsBuilt plans of the Stormwater Management facilities are required per DH Section VI.D.7. If the stormwater management facilities are used for erosion control during construction, an AsBuilt is required after construction of the facilities, and a recertification/AsBuilt is required prior to Occupancy.
- f. Along the north side of lot 1, recommend a berm along the border with Red Fox. If not there should be a swale to effectively divert any overflow from their inlet.
- g. Concerned with the overflow spillway directed to the south rather than the Sunny Slope Road swale.
- h. Provide storm sewer drainage areas and sizing calculations.

4. Utilities:

- a. Sewer:
 - i. A sewer plug must be installed at connection to existing manhole and can only be removed after final punch list approval per NB Spec: 3.1.3.1.5.
 - ii. Some type of driveway must be provided to MH #1 and MH #2 to have access to maintain.
- b. Water:
 - i. Ensure water and sewer laterals are in grass areas of properties. Should not be in or near driveways.

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of January 8, 2024

Ryan Janssen, Ryan's Buying LLC / Theofila Estates Subdivision Preliminary Plat
5751 S. Sunny Slope Road (Tax Key #: 1289.994.002)

DATE STAFF REPORT PREPARED: November 3, 2023

APPLICANT / OWNER(S): Ryan Janssen, Ryan's Buying LLC / Theofila C Krokowski Living Trust

REQUEST / DESCRIPTION OF PROJECT: The applicant is requesting approval of the Theofila Estates Subdivision Preliminary Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002).

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 10/20/23

DATE OF COMPLETENESS DETERMINATION: 10/23/23

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 6/16/23, 9/20/23, 11/29/23 and several phone calls and emails exchanged.
Plan Commission Site Visit(s): 8/1/23

CONCEPTUAL PLAN: Yes, a preliminary plat is attached.

SIZE OF DEVELOPMENT / PARCEL(S): 17.39 acres

CURRENT ZONING: R-6 (Section 35 Low-Density Single-Family Residential District)

CURRENT LAND USE: Farmland

PROPOSED ZONING: N/A

PROPOSED LAND USE: Single-family residential subdivision

PROPOSED LOT SIZES: 14 lots averaging 28,090 SF in lot area. Minimum lot area is 25,000 SF.

PROPOSED DENSITY: 17.39 total acres / 14 lots = 1 lot per 1.2 acres.

ADJACENT ZONING AND LAND USE:

North: Zoning: R-1/R-2, R-6

South: Zoning: P-2

East: Zoning: R-3, C-2

West: Zoning: P-2

Land Use: Single Family Residential

Land Use: City Park

Land Use: Single Family Residential

Land Use: City Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 17: Neighborhood G: Sections 26 & 35 South Moorland Road Corridor: Yes, the concepts meet the intent of this Chapter.

Vision:

- *Even though neighborhood G is unique, it cannot be independently planned separately from neighborhood H. The two neighborhoods are integrated and will share land uses, new roadway and trail connections and should be considered as one cohesive area. In determining an appropriate lot size for this Section, the team needed to better understand approximately how many units could fit into the residential portion identified on the Future Land Use Map based on various lot size combinations. Historically, this area called for a maximum gross density of 1 dwelling unit per 2 acres south of Grange Avenue. After careful review and looking at a variety of development concept scenarios, for what the land could hold in this area, rather than focusing on a density for this area, it was determined that lot size and various environmental constraints will be the focus. The lot sizes in this area under the R-6, Section 35 Low-Density Single-Family District, will have a minimum lot size similar to that of the adjacent subdivisions east of Sunny Slope Road. 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. The future land use map for Urban Residential in Section 35 identifies approximately 199 net acres of land to be developed under the newly created R-6 Zoning District. The vision for Section 35 includes the following elements that have been incorporated into the development of the plan:*
 - *A system of meaningful pedestrian connections to create a walkable and connected community.*
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.
 - *Focus on sound planning and architecture practices.*
Per §275-59C(1)(d)[6][g] R-6, Section 35 Low-Density Single-Family Residential District states, "Home construction in the R-6 District shall utilize architectural materials similar in quality to subdivisions east of Sunny Slope Road. An approval from an architectural review board of the homeowner's association may be required prior to issuance of the building permits from the City."
 - *Provide a regional park complex.*
Applicant understands the park complex is located west and south of this parcel and will note this on the plat so that future land owners are aware.
- *The recommended development for Neighborhood G balances new residential areas with new business park land uses as well as an approximately 96 plus acre park complex that would contain a mixture of active and passive park uses. Housing areas in Neighborhood G should reflect the character and quality of adjacent subdivisions classified as Suburban and Urban Residential on the future land use map. The southern portion of Neighborhood G, consisting mostly of Section 35 which is roughly the area of Grange Avenue to the North, College Avenue to the South, Moorland Road to the West and Sunny Slope Road to the East, shall be reserved for low-density single-family subdivision development that balances development with existing sensitive environmental features including wetlands, woodlands, existing tree rows, floodplain and environmental corridors.*

Development Policies:

- *Encourage the continuation of agricultural uses as long as the property owners so desire. As agricultural lands transition to residential developments, the subdivision design could incorporate farming and agriculture uses as viable open space options.*
Adjacent parcels will continue to be farmed.
- *As development occurs, require off-road paths and trail connections, where appropriate to connect to the City's Utility easement / public trail and on-road bike paths for both residential and non-residential development to create an interconnected trail system for much of the Section 34/35 area. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.*
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.
- *Include on-road bike paths for new streets and on existing streets where possible for non-residential development and major thoroughfares, and again, in order to create an interconnected trail system for much of the Section 34/35 area. Work to create linkages to the off-road paths and trail system through private development and/or public projects. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.*
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.
- *Require coordinated, pre-planned concepts/development proposals to ensure a cohesive and coordinated development pattern. Developments must take into consideration how adjacent parcels would be developed.*
The development plan is consistent with the Future Land Use Map. This development shall connect to City Sewer and Water (currently there is no service provided to this parcel).

Land Use

- *Future Land Use Map: Urban Residential*

ZONING CODE (Chapter 275): Yes, the lots meet the requirements in §275-33B(7).

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

REZONING REQUIRED: No

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: No

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes, see attached preliminary plat.

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

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.

BIKE & PEDESTRIAN FACILITIES 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."*

PARK & OPEN SPACE PLAN: No improvements.

NATURAL RESOURCES PROTECTION:

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

Wildlife Habitat Protection: N/A

Wildlife Management Plan: An Endangered Resources review will be completed on the property prior to the City signing the Development Agreement.

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.

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: 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.

SCHOOL DISTRICT IMPACT: 8.26 total estimated students

Elementary – 4.34 students (14 lots * 0.31 students)

Middle – 1.96 students (14 lots * 0.14 students)

High School – 1.96 students (14 lots * 0.14 students)

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

PREVIOUS ACTION: SOUTH MOORLAND ROAD (SECTION 35) COMPREHENSIVE PLAN AMENDMENTS:

Approximately two years of public comment and 29 meetings held with those interested in the Comprehensive Plan Amendments for Chapters 10, 17, and 18 to plan Section 35, South Moorland Road Corridor area.

- **12/1/2014** Staff presented a memo to the Plan Commission dated November 10, 2014 summarizing the Section 35 Master Planning Update.
- **3/28/2015** Staff began holding the South Moorland Road Corridor – Neighborhood Plan – “Staff Open Office Hours”. Office hours continued through June. Upwards of 12,000 postcards were sent to residents in the City of New Berlin notifying them of the office hours in June.
- **4/8/2015** Staff notified the Plan Commission of the South Moorland Road Corridor – Neighborhood Plan – “Staff Open Office Hours”.
- **5/4/2015** Plan Commission requested the Common Council set a Public Hearing date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- **7/28/2015** Common Council set a date for a Public Hearing on 9/9/15 for the amendments.
- **8/24/2015** Special Plan Commission Meeting - Commission presentation & discussion on recommendations and action.
- **9/9/2015** Public Hearing.
- **10/5/2015** Plan Commission adoption of Resolution #: 15-03 & recommendation to Council.
- **10/13/2015** Common Council adoption of Ordinance 2553 to approve the amendments to the Comprehensive Plan.

PREVIOUS ACTION: SOUTH MOORLAND ROAD CORRIDOR (SECTION 35) ZONING CODE AMENDMENTS:

The Plan Commission adopted amendments to the Zoning Code reflecting the Comprehensive Plan amendments above, which established new Zoning Districts for this area of the City.

- **12/7/2015** Plan Commission held a public hearing.
- **1/6/2016** Plan Commission recommend to Common Council adoption of an Ordinance to approve the amendments.
- **1/12/2016** Common Council adoption of Ordinance 2558 to approve the amendments to the Zoning Code.

PREVIOUS ACTION:

- **8/31/2020** Plan Commission held a public hearing on the rezoning (See File #: RZ-2001475)
- **10/5/2020** Plan Commission accepted a request from the applicant to withdraw their requests for a similar rezoning and land division.
- **3/6/2023** Plan Commission held a public hearing on the rezoning (See File #: RZ-2300230)
- **4/13/2023** Plan Commission recommend to Common Council adoption of an Ordinance to approve the rezoning and approval of a 2-Lot CSM.
- **4/25/2023** Common Council adoption of Ordinance 2669 to approve the rezoning and approval of a 2-Lot CSM.
- **8/1/2023** Plan Commission site walk for Theofila Estates Concept Subdivision.
- **8/14/2023** Plan Commission review concept plan for 14-lot subdivision.
- **10/2/2023** Plan Commission held a public hearing on the rezoning (See File #: RZ-2301341)

- **11/6/2023** Plan Commission recommend to Common Council adoption of an Ordinance to approve the rezoning.
- **11/14/2023** Common Council adoption of Ordinance 2686 to approve the rezoning.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

1. The applicant is proposing a 14-lot subdivision on 17.39 acres.
2. Waukesha County has reviewed and provided comments on the preliminary plat.
3. The State has reviewed and provided comments on the preliminary plat.
4. The site visit was held with the Plan Commission and general public on August 1, 2023. §235-15 of the City of New Berlin Subdivision Code allows the owner to voluntarily invite the Plan Commission, Department of Community Development staff, members of the Common Council and abutting neighbors to visit the site prior to the filing of a preliminary plat. This allows attendees the opportunity to see the area of the proposed subdivision in person, ask any questions they may have and visualize the proposal first hand.
5. A neighborhood informational meeting was held on September 20, 2023. Neighbors were able to ask the applicant questions about the project. A summary is attached to the staff report.
6. A meeting with the Red Fox HOA was held on November 29, 2023. Neighbors were able to ask the applicant questions about the project.
7. 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.
8. A park complex with lighting, ball fields, and a variety of other activities is planned to be located adjacent to the subdivision.

STAFF RECOMMENDATION:

Recommend to Common Council adoption of a resolution approving the Theofila Estates Subdivision Preliminary Plat for the property located at 5751 S. Sunny Slope Road (Tax Key #: 1289.994.002), subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:

Location Map
Preliminary Plat
Construction Plans

RESOLUTION NUMBER No. 2025-04**A RESOLUTION APPROVING THE FINAL PLAT
FOR THEOFILA ESTATES SUBDIVISION**

WHEREAS, the City of New Berlin Plan Commission at a regular meeting held February 3, 2025 recommended approval of the 14-lot final plat for Theofila Estates Subdivision, along with the settlement agreement between the parties, subject to the terms of said settlement agreement as well as the conditions set forth in the staff report dated February 3, 2025; and

WHEREAS, Per Zoning Code section 275-33D(18), *“In the R-6 and R-7 Districts, the Plan Commission and Common Council may approve sixty-foot right-of-way widths where determined acceptable by DCD. A resolution is required.”* The applicant is looking to apply this Zoning Code section.

NOW, THEREFORE, BE IT RESOLVED, that the City of New Berlin Common Council in accordance with Chapter 236 of the Wisconsin Statutes and Chapter 235 of the Municipal Code of the City of New Berlin, accepts the recommendation of the Plan Commission and hereby approves Theofila Estates Subdivision Final Plat, as well as the associated Settlement Agreement between the City and Ryan’s Buying LLC as set forth in the Plan Commission report, subject to the conditions set forth in said documents.

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

Passed and adopted by the Common Council this 11th day of February, 2025.

APPROVED:

Mayor David A. Ament

Countersigned/Certified:

Rubina Medina, City Clerk

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT: Rick Hillmann with Mead & Hunt on behalf of Tim & Kristine Seymour / 2-Lot Certified Survey Map (CSM)

LOCATION: 17445 W. Observatory Rd. (Tax Key #: 1233993011)

REQUEST: 2-Lot Certified Survey Map

REVIEW SCHEDULE:

CSM Received:	11/20/2024
Completeness Determination:	11/20/2024
90-day time limit expires:	02/18/2025
Final Common Council Action (expected):	02/11/2025

D.R.C. RECOMMENDATION: Recommend to Common Council approval of the 2-Lot Certified Survey Map located at 17445 W. Observatory Rd. (Tax Key #: 1233.993.011) subject to the application, plans on file and the following conditions:

1. Planning:

- a. 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.
- b. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new Zoning or Building Permits.
- c. Applicant shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
- d. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
- e. Payment of \$1,937.60 for Lot #2 in Public Site & Open Space fees is required before the City shall sign the CSM.
- f. A Grading and Erosion Control Permit will be required at the time of building permit.
- g. Applicant shall coordinate with City staff to execute and record a Conservation Easement over the entire C-1 area to encompass the Secondary Environmental Corridor and wetland. This will further strengthen the development requirement guidelines outlined in Section 275-37.B(3). The Conservation Easement shall be recorded at Waukesha County Register of Deeds.
- h. All easements shall be shown on the face of the CSM.

2. Engineering:

- a. The driveway for Lot #1 must line up with Johns Drive. The driveway for Lot #2 must be midway between Johns Drive and Elm Diver. No access to Lot #2 will be allowed from Horizon Drive.
- b. Only one driveway is allowed per parcel for residential developments.
- c. The existing farm access to the northwest corner of Lot #1 will need to be removed at the time of the building permit.
- d. There is a power pole with a city intersection light at Johns Drive near the driveway location.

This may need to be moved.

- e. The property, which is located outside of the current MMSD Sewer Service District, will require private on-site waste treatments sites (POWTS) for each lot that is created that will meet Waukesha County requirements.
- f. Private water supply wells meeting the requirements of the Wisconsin Department of Natural Resources will also be required.

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of February 3, 2025

Rick Hillmann with Mead & Hunt on behalf of Tim & Kristine Seymour /
2-Lot Certified Survey Map (CSM)

DATE STAFF REPORT PREPARED: November 22, 2024

APPLICANT / OWNER(S): Rick Hillmann with Mead & Hunt / Tim & Kristine Seymour

REQUEST / DESCRIPTION OF PROJECT: Approval of the 2-Lot Certified Survey Map located at 17445 W. Observatory Rd. (Tax Key #: 1233.993.011).

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 11/20/2024; Revised CSM 1/9/2025

DATE OF COMPLETENESS DETERMINATION: 11/20/2024

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 10/31/2024

Staff Site Visit: 12/13/2024

CONCEPTUAL PLAN: Yes, CSM attached.

SIZE OF DEVELOPMENT / PARCEL(S):

10.0523 acres

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

CURRENT LAND USE: Vacant

PROPOSED ZONING: N/A

PROPOSED LAND USE: Single-family residential

PROPOSED LOT SIZES:

Lot #1: 220,062 Square Feet (5.0519 Acres)

Lot #2: 217,819 Square Feet (5.0004 Acres)

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-1/R-2 & R-4 Land Use: Single Family Residential (Observatory Heights Subdivision)

South: Zoning: I-1 Land Use: Ronald Reagan School

East: Zoning: R-4 Land Use: Single Family Residential (Observatory Heights Subdivision)

West: Zoning: R-1/R-2/C-1/C-2/I-1 Land Use: Single Family Residential

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

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

Planning Context / Vision / Development Policies:

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

Land Use:

- *Future Land Use Map: Country Residential*

ZONING CODE (Chapter 275): Yes, this request is consistent with Sections 275-33B(1) and 275-37B(3) & (4).

DEVELOPMENT CODE (CHAPTER 235): Yes

REZONING REQUIRED: Not applicable

CONDITIONAL USE REQUIRED: Not applicable

PUBLIC HEARING REQUIRED: Not applicable

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: No

Site Plan Required: Yes, see 2-Lot CSM attached.

Architectural Review Required: No

PROPOSED ARCHITECTURE: Not applicable

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: Yes

Wetland on Property: Yes, field delineated by Dave Meyer of Wetland and Waterway Consulting on November 1, 2024 and field located by Mead & Hunt on November 18, 2024. Wetlands will be registered on the City Zoning Map.

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

NRCS Map Classification: Not Inventoried

Floodplain: Yes

Topography / Geologic: Site slopes generally to the northwest corner of the lot.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Not applicable for a CSM

Woodland, Tree & Vegetation Protection: Not applicable for a CSM

Wildlife Habitat Protection: Not applicable for a CSM.

Wildlife Management Plan: Not applicable for a CSM.

ENVIRONMENTAL IMPACT: No impact.

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: No

Basin Capacity Available: Not applicable

Adequate Linkage: Not applicable

Onsite System Required: Yes, perk test information has been submitted.

WATER USAGE CALC.: 250 GPD per new connection average.

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

Weekday AM Peak – 1.54 trips (0.77 trips per unit * 2)

Weekday PM Peak – 2.04 trips (1.02 trips per unit * 2)

Weekend Peak – 1.86 trips (0.93 trips per unit * 2)

SCHOOL DISTRICT IMPACT: 0.92 total estimated students

Elementary – 0.46 students (2 lots * 0.23 students)

Middle – 0.22 students (2 lots * 0.11 students)

High School – 0.24 students (2 lots * 0.12 students)

Notice Sent to Affected School District(s): No

PREVIOUS ACTION:

1/23/2007	Common Council approved rezoning for wetland delineation and removal of some C-1, Upland Resource District.
9/3/2008	Plan Commission tabled a two-lot land division.
7/7/2008	Application withdrawn.
12/6/2010	Plan Commission tabled application for a two-lot land division.
1/4/2011	Plan Commission approved a two-lot land division.
1/11/2011	Common Council approved a two-lot land division.
1/6/2011	Board of Appeals Meeting – Applicant had requested a land division off the end of Horizon Drive and was requesting the BOA grant a variance to not construct a cul-du-sac. That land division was for a different configuration of land which contemplated a driveway off Horizon Drive. This request does not contemplate a driveway off Horizon Drive. The CSM was never recorded.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

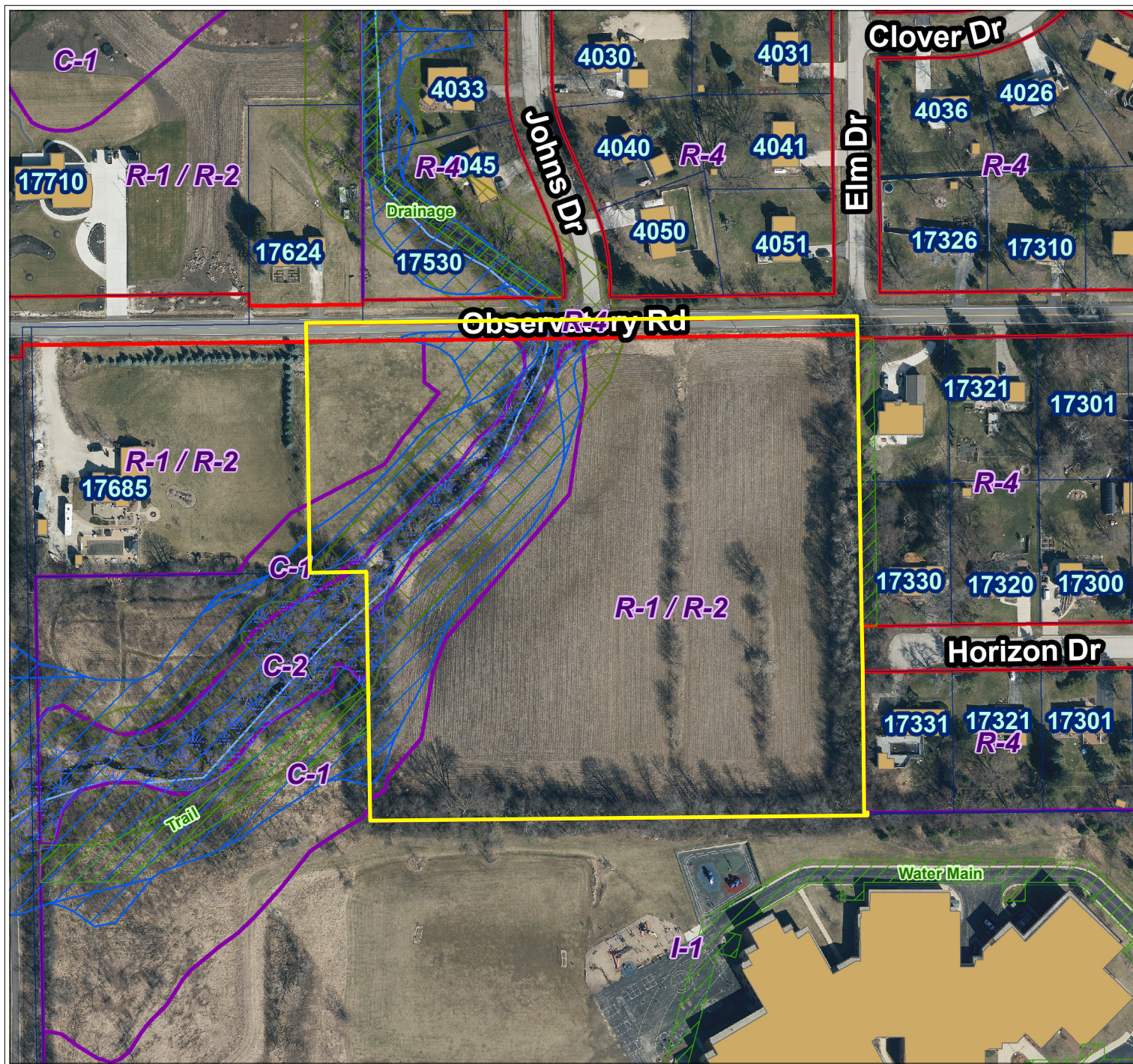
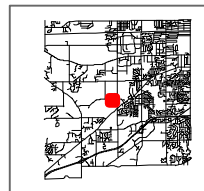
1. Applicant shall dedicate 30 feet to the City of New Berlin for right-of-way, as shown on the CSM.
2. The property is zoned R-1/R-2, Rural Conservation Single-Family Residential District. Under Section 275-33D In the R-1/R-2 District, the minimum lot area is 5 acres and minimum lot width shall be 200'.
3. Waukesha County Document #3909352 shows a City Trail easement adjacent to Lot #1. The city currently does not have a plan to utilize this easement, but the owner of Lot #1 should be aware of it and it's potential future use.

D.R.C. RECOMMENDATION:

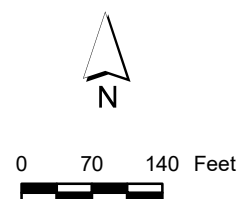
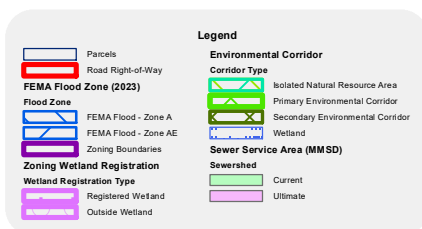
Recommend to Common Council approval of the 2-Lot Certified Survey Map located at 17445 W. Observatory Rd. (Tax Key #: 1233.993.011) subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:

Location Map
Proposed CSM

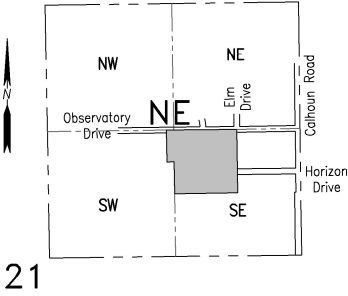


City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org

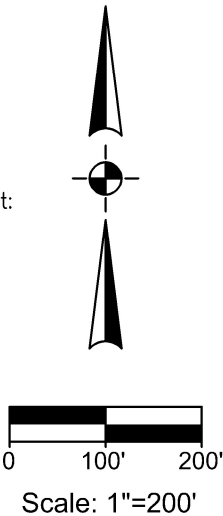


Certified Survey Map No. _____

Part of the Southwest 1/4 and the Southeast 1/4, of the Northeast 1/4 of Section 21, Township 6 North, Range 20 East, located in the City of New Berlin, Waukesha County, Wisconsin



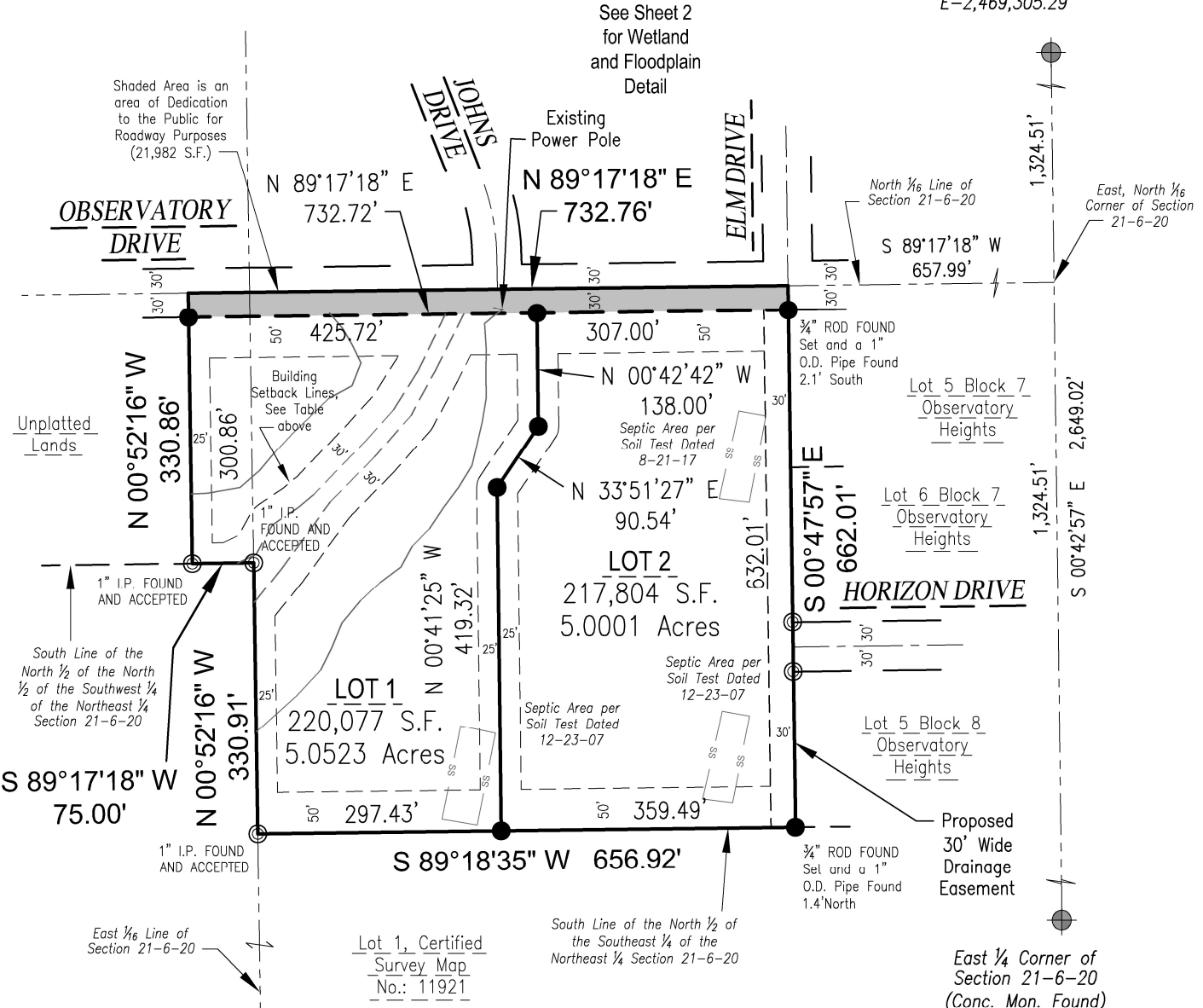
R-1/R-2 Zoning District:
Front Setback: 50'
Side Setback: 25'
Rear Setback: 50'
Wetland Setback: 30'



VICINITY SKETCH

Northeast 1/4, Section 21,
Township 6 North,
Range 20 East

Northeast Corner of
Section 21-6-20
(Conc. Mon. Found)
N-360,438.90
E-2,469,305.29



OWNER

Tim & Kristine Seymour
20440 W. National Avenue
New Berlin, WI. 53151
Phone: (262) 951-5870

Revised: January 09, 2025
Revised: November 20, 2024

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone NAD83, in which the East Line of the Northeast 1/4 of Section 21, Township 6 North, Range 20 East bears N 00°42'57" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 18th day of November, 2024
Sheet 1 of 4

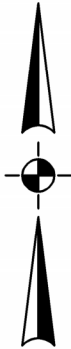


10700 Research Drive, Suite 155
Wauwatosa WI. 53226
(414) 755-1110
www.meadhunt.com

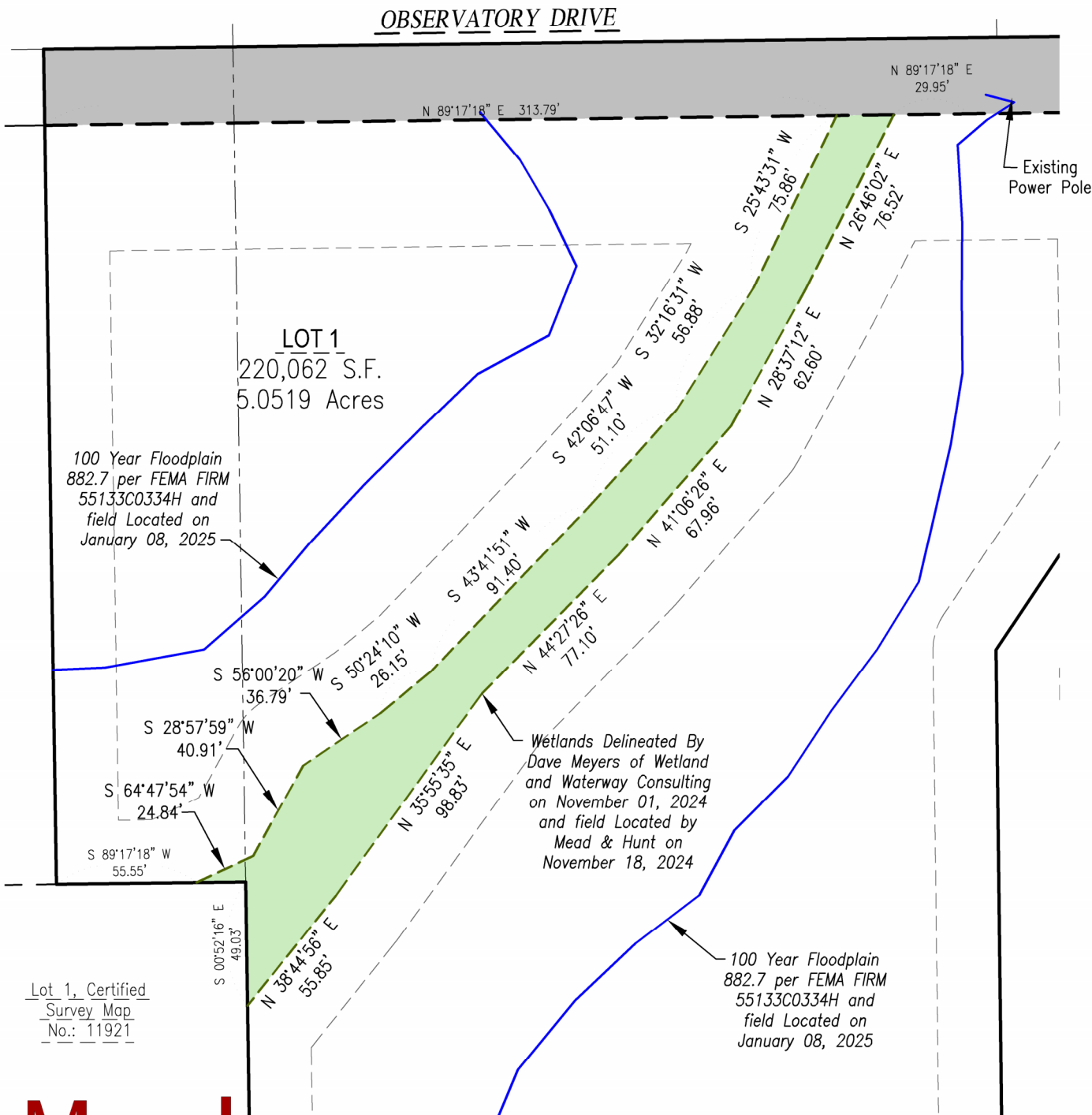
X:\4686822\250086.01\TECH\SURVEY\DWG N PDF\SOBSERVATORY CSM.DWG

Certified Survey Map No. _____

Part of the Southwest ¼ and the Southeast ¼, of the Northeast ¼ of Section 21, Township 6 North, Range 20 East, located in the City of New Berlin, Waukesha County, Wisconsin



Scale: 1"=60'



Lot 1, Certified
Survey Map
No.: 11921

**Mead
& Hunt**

10700 Research Drive, Suite 155
Wauwatosa WI. 53226
(414) 755-1110
www.meadhunt.com

Revised: January 09, 2025
Revised: November 20, 2024

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone NAD83, in which the East Line of the Northeast ¼ of Section 21, Township 6 North, Range 20 East bears N 00°42'57" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 18th day of November, 2024

Sheet 2 of 4

Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$ of Section 21, Township 6 North, Range 20 East, located in the City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land located in a part of the Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 6 North, Range 20 East, located in the City of New Berlin, Waukesha County, Wisconsin, now being bound and described as follows:

Commencing at the Northeast corner of said $\frac{1}{4}$ Section; thence South $00^{\circ}42'57''$ East on and along the East line of said $\frac{1}{4}$ Section, 1324.51 feet to the East, North $\frac{1}{16}$ Corner; thence South $89^{\circ}17'18''$ West on and along the North $\frac{1}{16}$ line, 657.99 feet to an angle point as measured in "OBSERVATORY HEIGHTS" and to the Point of Beginning of lands hereinafter described;

Thence South $00^{\circ}47'57''$ East on and along the West line of Block 7 as measured and then the West line of Horizon Drive as measured and then the West Line of Block 8 as measured of said OBSERVATORY HEIGHTS and then its Southerly extension of the West line of said Block 8, 662.01 feet to the North line of Certified Survey Map No.: 11921, said point is also on the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$ Section; thence South $89^{\circ}18'35''$ West on and along said North line and said South line of said North $\frac{1}{2}$, 656.92 feet to the East $\frac{1}{16}$ Line; thence North $00^{\circ}52'16''$ West on and along East $\frac{1}{16}$ Line, 330.91 feet to the South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section, thence South $89^{\circ}17'18''$ on and along said South line, 75.00 feet; thence North $00^{\circ}52'16''$ West and parallel to said East $\frac{1}{16}$ Line, 330.86 feet to said North $\frac{1}{16}$ line; thence North $89^{\circ}17'18''$ East on and along said North $\frac{1}{16}$ Line, 732.76 feet to the place of beginning of this description.

The gross area of said parcel contains 459,863 Square feet or 10.5570 Acres of land more or less.

That I have made such survey, land division and map by the direction of Tim Seymour and Kristine Seymour, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of Section 236.34 of the Wisconsin Statutes and the City of New Berlin ordinances in Surveying, dividing, and mapping the same.

Dated this _____ day of _____, 20____.

Rick R. Hillmann PLS
Professional Land Surveyor S-3005



10700 Research Drive, Suite 155
Wauwatosa WI. 53226
(414) 755-1110
www.meadhunt.com

Revised: January 14, 2025

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 18th day of November, 2024
Sheet 3 of 4

Certified Survey Map No. _____

Part of the Southwest ¼ and the Southeast ¼, of the Northeast ¼ of Section 21, Township 6 North, Range 20 East, located in the City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Section 236.34 of the Wisconsin State Statutes and ordinances of the City of New Berlin, this _____ day of _____, 20_____.

Tim Seymour

Kristine Seymour

STATE OF WISCONSIN)
) SS
County of _____)

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

Print Name _____

Notary Public, _____ County, WI.

My Commission Expires: _____

CITY OF NEW BERLIN PLAN COMMISSION APPROVAL:

Be it resolved by the City of New Berlin Plan Commission that this proposed Certified Survey Map has been approved on this _____ day of _____, 20_____.

David Ament, Chairman/Mayor

Nikki Jones, Secretary

COMMON COUNCIL APPROVAL:

Be it resolved by the City of New Berlin Common Council that this proposed Certified Survey Map has been approved on this _____ day of _____, 20_____.

David Ament, Mayor

Rubina R. Medina, City Clerk



10700 Research Drive, Suite 155
Wauwatosa WI. 53226
(414) 755-1110
www.meadhunt.com

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 18th day of November, 2024

Revised: January 14, 2025

Sheet 4 of 4



February 11, 2025

TO: Common Council
Mayor Ament
Alderman Harenda

FROM: Sarah Holtz on behalf of the Utility Committee

RE: Items from the January 28, 2025 Utility Committee Meeting requiring Common Council action.

A.	UT 02-25 Recommend to the Common Council to approve the professional services contract for the engineering and consulting for private property I/I dye testing with raSmith in the amount of \$82,000.00 with an additional \$8,200.00 (10%) for contingencies, resulting in a total project cost of \$90,200.00.
----	---

Council Motion:

	This item was considered at the Utility Committee meeting on January 28, 2025. It was recommended to the Common Council on a vote of 4 - 0. I do hereby make a motion to approve the professional services contract for the engineering and consulting for private property I/I dye testing with raSmith in the amount of \$82,000.00 with an additional \$8,200.00 (10%) for contingencies, resulting in a total project cost of \$90,200.00.
--	---

B.	UT 03-25 Recommend to the Common Council to approve the professional services contract for a leak detection survey with Westrum Leak Detection in the amount of \$11,950.00, without contingency, for a total project cost of \$11,950.00.
----	--

Council Motion:

	This item was considered at the Utility Committee meeting on January 28, 2025. It was recommended to the Common Council on a vote of 4 - 0. I do hereby make a motion to approve the professional services contract for a leak detection survey with Westrum Leak Detection in the amount of \$11,950.00, without contingency, for a total project cost of \$11,950.00.
--	--



C.	UT 04-25 Recommend to the Common Council to award the construction contract for the Davit Lift Station Cranes to the lowest responsive bidder, Sabel Mechanical LLC, in the amount of \$68,279.00 with \$6,828.00 (10%) in contingencies, for a total project cost not to exceed \$75,107.00.
----	---

Council Motion:

	This item was considered at the Utility Committee meeting on January 28, 2025. It was recommended to the Common Council on a vote of 4 - 0. I do hereby make a motion to award the construction contract for the Davit Lift Station Cranes to the lowest responsive bidder, Sabel Mechanical LLC, in the amount of \$68,279.00 with \$6,828.00 (10%) in contingencies, for a total project cost not to exceed \$75,107.00.
--	---

D.	UT 05-25 Recommend to the Common Council to approve the professional services agreement with CBS Squared for consulting services related to the design, engineering, plans, specifications, and bidding documents for the Greenridge water main replacement project in the amount of \$148,700.00.
----	--

Council Motion:

	This item was considered at the Utility Committee meeting on January 28, 2025. It was recommended to the Common Council on a vote of 4 - 0. I do hereby make a motion to approve the professional services agreement with CBS Squared for consulting services related to the design, engineering, plans, specifications, and bidding documents for the Greenridge water main replacement project in the amount of \$148,700.00.
--	--

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: 2025 Private Property I/I Dye Testing

LOCATION: Northeast Section of Sanitary Service Area

REQUEST: Approve Professional Services Contract with
raSmith for 2025 Private Property I/I Dye Testing
Project

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to approve the professional services contract for the engineering and consulting for private property I/I dye testing with raSmith in the amount of \$82,000.00 with an additional \$8,200.00 (10%) for contingencies, resulting in a total project cost of \$90,200.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

2025 Private Property I/I Dye Testing

DATE STAFF REPORT CREATED: January 21, 2025

CUSTOMER/PROJECT NAME: 2025 Private Property I/I Dye Testing

ISSUE/DESCRIPTION OF PROJECT: Dye testing to determine sources of inflow/infiltration on private property in advance of the MMSD residential pipe repair project.

REQUESTED ACTION:
Recommend to the Common Council to approve the professional services contract for the engineering and consulting for private property I/I dye testing with raSmith in the amount of \$82,000.00 with an additional \$8,200.00 (10%) for contingencies, resulting in a total project cost of \$90,200.00.

FISCAL IMPACT: \$90,200.00

SOURCE OF FUNDS: MMSD Private Property I/I Dye Testing Grant
81001131-52050

RATIONALE:
Dye testing to determine sources of inflow/infiltration on private property in advance of the MMSD residential pipe repair project.

PREVIOUS ACTION: N/A

FINDINGS: N/A

UTILITY MANAGER RECOMMENDATION: See Executive Summary

ATTACHMENTS: Bid Award Recommendation Letter

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE
FOR PROFESSIONAL SERVICES**

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 Service Provider identified below (hereinafter referred to as “Service Provider”). 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 to as 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.

2. 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.

3. 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.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Insurance. 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 with such limits as the City may establish and require from time to time. 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 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.

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.

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, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

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. 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.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for 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. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. 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 of 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.

18. 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.

19. 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.

CITY:
City of New Berlin

SERVICE PROVIDER:

R. A. Smith, Inc.

[Insert Service Provider Name]

By: _____

[Print Name & Title]

By: _____

Benjamin High, P.E. - Project Manager

[Print Name & Title]

By: _____

Title: _____

Date: _____

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 restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery 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 Sec. 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.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.

December 17, 2024

Mr. Alex Parker
Utility Manager
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

SENT VIA EMAIL

Re: Proposal for Professional Services
raSmith Project No.: 2254500

Dear Mr. Parker:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2025 Dye Water Testing Project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

A. Public Outreach

raSmith plans to complete the following tasks as a part of this item:

1. Create and distribute initial resident letter for properties in project area.
2. Handle notification of DNR and neighboring communities of dye testing work.
3. Handle resident questions during the duration of the project.
4. Work with the MMSD on public outreach documents review.
5. Collect and file resident related documents that will be needed for the MMSD reimbursement requests.

B. Project Bidding Documents

raSmith plans to complete the following tasks as a part of this item:

1. Create project specifications.
2. Create project exhibits.
3. Create bid advertisement.
4. Publicly bid project using Quest online bidding.
5. Create a bid summary of bidding results.
6. Create a project award recommendation letter.



Mr. Alex Parker
Utility Manager, City of New Berlin
Page 2 / December 17, 2024

7. Coordinate and facilitate the MMSD review of bidding documents, bid results, and award recommendation letter.

C. Construction Inspection

raSmith plans to supply a full-time construction inspector onsite for the duration of the field work for this project. Other tasks that will be completed as a part of this item are as follows:

1. Coordinate and facilitate Contractor efforts.
2. Create and supply the City with pay applications.
3. Track project quantities.
4. Collect and file information that will be needed for the MMSD reimbursement requests.

D. MMSD Summary Report

According to the City's existing funding agreement with the MMSD, a summary report at the end of the project is required. raSmith plans on completing this report as a part of this proposal.

Completion Schedule

The field work portion of this project will likely occur in Spring/Summer of 2025. Following the completion of the field work, the MMSD summary report will be completed within 60 days.

All work with this project is anticipated to be completed prior to the expiration of the funding agreement which is September 31, 2025.

Professional Fees

The above services will be provided based on a time and materials basis not to exceed **\$82,000.00**. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the fee and will be billed at cost as a reimbursable expense.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please sign the proceeding General Terms and Conditions of Service for Professional Services and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

If you have any questions, please contact me at (262) 317-3273 or ben.high@rasmith.com.



Mr. Alex Parker
Utility Manager, City of New Berlin
Page 3 / December 17, 2024

Sincerely,
raSmith

A handwritten signature in blue ink, appearing to read 'Benjamin G. High', followed by a stylized flourish.

Benjamin G. High, P.E.
Project Manager

Enclosure:

bth:H:\2254600\Contract\Proposal\EP 121724 Parker New Berlin Dye Water Flooding.docx

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Westrum Leak Detection Survey

LOCATION: Citywide

REQUEST: Approve Professional Services Contract with
Westrum Leak Detection

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to approve the professional services contract for a leak detection survey with Westrum Leak Detection in the amount of \$11,950.00, without contingency, for a total project cost of \$11,950.00.

DETAILS IN ATTACHED STAFF REPORT

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

Westrum Leak Detection Survey

DATE STAFF REPORT CREATED:	January 21, 2025
CUSTOMER/PROJECT NAME:	Westrum Leak Detection Survey
ISSUE/DESCRIPTION OF PROJECT:	Citywide survey to identify small leaks. This will prevent main breaks and cut down on water loss.
REQUESTED ACTION:	Recommend to the Common Council to approve the professional services contract for a leak detection survey with Westrum Leak Detection in the amount of \$11,950.00, without contingency, for a total project cost of \$11,950.00.
FISCAL IMPACT:	\$11,950.00
SOURCE OF FUNDS:	Operating Funds 91002673-52030, Water Mains Contracted Services
RATIONALE:	Citywide survey to identify small leaks. This will prevent main breaks and cut down on water loss.
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Bid Award Recommendation Letter

Westrum Leak Detection
3226 360th St.
Stratford, IA 50249
515-838-2222

Alex Parker
City of New Berlin
3805 S. Casper Drive
New Berlin, Wi. 53151

Dear Alex;

Leak Detection Survey Description
100% of the system

1. Beginning in 2025, all accessible hydrants and/or valves will be monitored as needed, with sensitive listening transducers/amplifier equipment to determine if leakage is occurring.
2. All areas where leakage is confirmed will be further investigated with the computerized correlator to pinpoint the location of all leaks.
3. A report will be submitted containing detailed drawings of all leaks located, the estimated leak sizes, and the savings resulting from the repair of the leaks.
4. Westrum Leak Detection will provide all equipment and personnel to accomplish the above.
5. The customer shall provide all personnel for traffic control, if needed to successfully and safely complete the survey

1 Year agreement (2025)-----\$11,950

Sign and date here _____

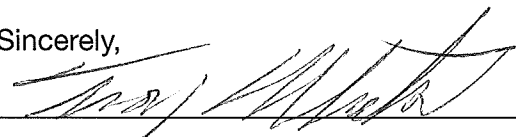
3 Year agreement (2025,2026,2027)-----\$10,800 per year

Sign and date here _____

5 Year agreement (2025,2027,2029)-----\$10,800 per year

Sign and date here _____

Sincerely,



Troy Westrum, President

Please sign & return a copy

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: David Lift Station Cranes

LOCATION: Regal Manor West Lift Station
Westward Manor Lift Station

REQUEST: Award Construction Contract for the Davit Lift Station Cranes to the Lowest Responsive Bidder, Sabel Mechanical LLC

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to award the construction contract for the Davit Lift Station Cranes to the lowest responsive bidder, Sabel Mechanical LLC, in the amount of \$68,279.00 with \$6,828.00 (10%) in contingencies, for a total project cost not to exceed \$75,107.00.

DETAILS IN ATTACHED STAFF REPORT

1. In November 2024, the City of New Berlin Utility solicited bids for the Davit Lift Stations Cranes installation project.
2. On December 5, 2024, the Utility received 4 bids for the Davit Lift Station Cranes installation project. Staff reviewed the bid and determined Sabel Mechanical LLC was the lowest responsive bidder.
3. A bid award recommendation and summary of the bid job is attached to this staff report.

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

David Lift Station Cranes

DATE STAFF REPORT CREATED: January 21, 2025

CUSTOMER/PROJECT NAME: Davit Lift Station Cranes

ISSUE/DESCRIPTION OF PROJECT: This project consists of installing the Davit Lift Station Cranes to Regal Manor West Lift Station and Westward Manor.

REQUESTED ACTION:

Recommend to the Common Council to award the construction contract for the Davit Lift Station Cranes to the lowest responsive bidder, Sabel Mechanical LLC, in the amount of \$68,279.00 with \$6,828.00 (10%) in contingencies, for a total project cost not to exceed \$75,107.00.

FISCAL IMPACT: \$75,107.00

SOURCE OF FUNDS: Wastewater CIP 80-107000

RATIONALE:

These cranes are needed at each site to raise/lower pumps and mixers from wet wells. In the past, we used a truck with a crane to raise/lower pumps, but with new equipment in wet wells, access to/through the hatches is more difficult. These permanent cranes will make it easier for removing and reinstalling equipment after inspection and repairs.

ATTACHMENTS: Award Recommendations

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Greenridge Water Main Replacement

LOCATION: City of New Berlin
Moorland Road

REQUEST: Approve Professional Services Contract with CBS
Squared

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to approve the professional services agreement with CBS Squared for consulting services related to the design, engineering, plans, specifications, and bidding documents for the Greenridge water main replacement project in the amount of \$148,700.00.

DETAILS IN ATTACHED STAFF REPORT

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

Greenridge Water Main Replacement

DATE STAFF REPORT CREATED: January 22, 2025

CUSTOMER/PROJECT NAME: New Berlin Utility
Greenridge Water Main Replacement

ISSUE/DESCRIPTION OF PROJECT: Replacement of the water main on S. Russell Ct. and the eastern portion of W. Euclid Ave.

REQUESTED ACTION:
Recommend to the Common Council to approve the professional services agreement with CBS Squared for consulting services related to the design, engineering, plans, specifications, and bidding documents for the Greenridge water main replacement project in the amount of \$148,700.00.

FISCAL IMPACT: \$148,700.00

SOURCE OF FUNDS: Water CIP 90-107000

RATIONALE: The work is necessary to upgrade the aging water main and prevent frequent service interruptions.

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

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 Service Provider identified below (hereinafter referred to as “Service Provider”). 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.

2. 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: _____

Dates on which services are to be provided: _____

The Services being provided hereunder shall be completed on or before: _____

The cost of the Services being provided are as follows: _____

3. 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.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. 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.

6. Insurance. 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 with such limits as the City may establish and require from time to time. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 requirements of OSHA 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.

19. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for 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. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. 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 of 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.

21. 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.

22. 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.

23. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing _____ and concluding on _____, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

24. 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

SERVICE PROVIDER:

CBS Squared Inc.

[Insert Service Provider Name]

By: _____

[Print Name & Title]

By:  _____

John Beckfield, Vice President

[Print Name & Title]

CBS Squared Inc.

Supplemental Agreement for Professional Services

This agreement is effective as of February 11th, 2025, between City of New Berlin (Client) and CBS Squared, Inc. (Consultant).

This letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described as follows: Euclid & Russel Ct Water Main Replacement.

SCOPE: The services to be provided by the Consultant for the Project will be Engineering Services for W Euclid Avenue from the west property line of Hoover Elementary School to S 124th St, and S Russel Court. The project includes design of water main and services, and replacement of roadway (matching existing profile) and storm sewer culverts. The project will not include curb and gutter or storm sewer structures and piping. There is no sidewalk included in the project. The scope of work includes topographic survey, plans and specifications, submittal to WDNR for storm water construction permitting, submittal to WDNR for water main approval, bidding administration, construction staking, construction administration, Resident Project Representative (RPR) construction services for construction year 2026, and funding application and administration for the Safe Drinking Water Loan Program (SDWLP).

The services to be provided by the Consultant for the Project are broken down into the following phases with estimated costs:

1. Topographic Survey (\$18,800):
 - a. Call in locate ticket prior to survey
 - b. Topographic Survey of project area
 - c. Culvert Inventories
 - d. Creation of base files for design
2. Design Services (\$40,800)
 - a. Design of road rural section.
 - b. Design of Water Main per DNR regulations.
 - c. Permitting (fees to be reimbursable):
 - i. WDNR Water Review
 - ii. WDNR Construction Stormwater permit
 - d. 30% and 90% review meetings
 - e. Plans, Specifications, and Cost estimate. All digital files are available.
3. Bidding Administration (\$9,600):
 - a. Required advertisement and upload to Quest CDN (fee reimbursable)
 - b. Answer questions during bidding
 - c. Addendum(s), if necessary
 - d. Host bid opening
 - e. Provide recommendation of award
 - f. Provide contract documents

4. Construction Administration (\$8,500):
 - a. Organizing and leading a pre-construction meeting
 - b. Review and processing of pay application and change orders
 - c. Leading progress meetings
 - d. Project closeout
5. Construction staking and RPR (\$49,700):
 - a. Full Time RPR during pipe work: estimated 20 working days
 - b. Part Time RPR during street reconstruction: estimated 4 working days
 - c. Construction Staking: Estimated 3 trips
 - d. Record Drawings
6. Funding Administration (\$21,300):
 - a. SDWLP Application and Administration

Contract Services Total: \$148,700.00

CBS Squared Project ID: NEWBE25001

PAYMENT: The Project will be invoiced on a **time and materials basis** excluding expenses and equipment. **Expenses and equipment charges are currently estimated at (\$6,800),** value included in above contract services total. Expenses will be invoiced based on actual cost and mileage per the current federal mileage rate.

If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Consultant.

The payment method, basis, frequency and other special conditions are set forth below:

Hourly Basis

The Client and Consultant select the hourly basis for payment for services provided by Consultant. The Client will be invoiced per the attached Rate Table for personnel. The Rate Table will be updated annually to reflect current Consultant billing rates. Monthly charges for services shall be based on Consultant's Rate Table for personnel for applicable employees plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed.

Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Total station and GPS equipment.

3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

Remittance Address for Checks:

770 Technology Way, Ste 1A
Chippewa Falls, WI, 54729

Email for ACH Invoice Remittance:

accountsreceivable@cbssquaredinc.com

Equipment Utilization

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

AGREEMENT SUMMARY: This Supplemental Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

Client's Representative: Alex Parker

Address: 3805 S. Casper Drive, New Berlin, WI 53151

Telephone: 262.786.7086 E-mail: aparker@newberlinwi.gov

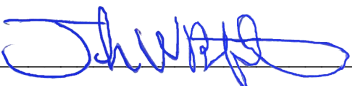
Project Manager: Tia McCarthy, PE

Address: 770 Technology Way, Suite 1A, Chippewa Falls, WI 54729

Telephone: 404.882.0083 E-mail: tmccarthy@cbssquaredinc.com

CBS Squared, Inc.

Client: Alex Parker

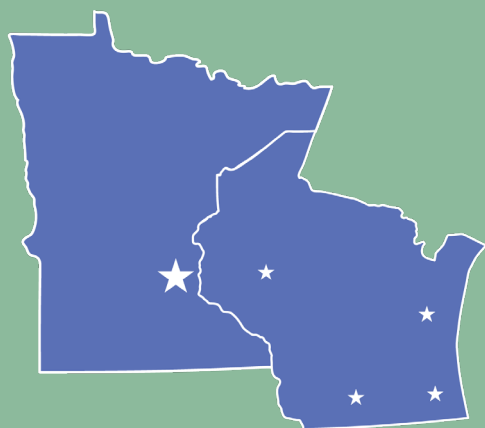
By:  _____

By: _____

Title: Vice President _____

Title: _____

Enclosures: Rate Table



615 First Avenue, NE, Suite 415
Minneapolis, MN 55413



info@cbssquaredinc.com



715.861.5226

EMPLOYEE RATE TABLE 2025		
	EMPLOYEE TYPE	RATE
ARCHITECTURE	Senior Architectural Project Manager	\$ 198. ⁰⁰
	Senior Architectural Design Leader	\$ 166. ⁰⁰
	Architectural Designer	\$ 155. ⁰⁰
	Senior Architectural Technician	\$ 132. ⁰⁰
	Architectural Technician	\$ 100. ⁰⁰
CONSTRUCTION	Senior Construction Project Manager	\$ 194. ⁰⁰
	Construction Project Manager	\$ 178. ⁰⁰
	Senior Construction Project Leader	\$ 169. ⁰⁰
	Construction Project Leader	\$ 148. ⁰⁰
	Senior Construction Technician	\$ 159. ⁰⁰
	Construction Engineer	\$ 135. ⁰⁰
	Construction Technician	\$ 110. ⁰⁰
	Field Assistant	\$ 100. ⁰⁰
DESIGN	Senior Design Leader	\$ 185. ⁰⁰
	Design Leader	\$ 170. ⁰⁰
	Senior Design Technician	\$ 132. ⁰⁰
	Design Engineer	\$ 135. ⁰⁰
	Design Technician	\$ 119. ⁰⁰
	Engineering Technician	\$ 110. ⁰⁰
MUNICIPAL	Senior Municipal Project Manager I	\$ 238. ⁰⁰
	Senior Municipal Project Manager II	\$ 194. ⁰⁰
	Municipal Project Manager	\$ 178. ⁰⁰
SURVEY	Senior Survey Project Manager	\$ 238. ⁰⁰
	Senior Professional Land Surveyor	\$ 188. ⁰⁰
	Senior Plat Specialist	\$ 146. ⁰⁰
	Senior Survey Specialist	\$ 142. ⁰⁰
	Professional Land Surveyor	\$ 135. ⁰⁰
	Plat Specialist	\$ 119. ⁰⁰
	Survey Specialist	\$ 119. ⁰⁰
	Survey Technician	\$ 110. ⁰⁰
STRUCTURAL	Senior Structural Project Manager	\$ 238. ⁰⁰
	Structural Project Manager	\$ 178. ⁰⁰
	Structural Design Leader	\$ 170. ⁰⁰
	Structural Design Engineer	\$ 135. ⁰⁰
TRAFFIC	Senior Traffic Project Manager	\$ 231. ⁰⁰
	Traffic Project Manager	\$ 194. ⁰⁰
	Senior Traffic Engineer	\$ 146. ⁰⁰
	Traffic Engineer	\$ 135. ⁰⁰
TRANSPORTATION	Senior Transportation Project Manager	\$ 238. ⁰⁰
	Transportation Project Manager	\$ 185. ⁰⁰
ADMINISTRATION	IT Manager	\$ 178. ⁰⁰
	Senior Administrative Leader	\$ 154. ⁰⁰
	Senior CAD Leader	\$ 157. ⁰⁰
	Administrative Leader	\$ 142. ⁰⁰
	Senior Administrative Specialist	\$ 128. ⁰⁰
	Administrative Specialist	\$ 105. ⁰⁰
	Student Engineer/Intern	\$ 100. ⁰⁰
	Meals, Per Diem, Mileage	GSA

Note: All rates based on Fiscal Year 2025

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2025 Rate Proposal

2025 Proposed			2024 Actual	
18-Holes	Weekend	Weekday	Weekend	Weekday
Public	\$ 50.00	\$ 40.00	\$ 49.00	\$ 39.00
Resident	\$ 42.00	\$ 33.00	\$ 41.00	\$ 32.00
Senior & Junior	N/A	\$ 28.00	N/A	\$ 27.00
Senior Resident	N/A	\$ 24.00	N/A	\$ 23.00
Twilight Evening	\$ 25.00	\$ 16.00	\$ 25.00	\$ 16.00

9-Holes	Weekend	Weekday	Weekend	Weekday
Public	\$ 29.00	\$ 25.00	\$ 28.00	\$ 24.00
Resident	\$ 23.00	\$ 22.00	\$ 22.00	\$ 21.00
Senior & Junior	N/A	\$ 19.00	N/A	\$ 18.00
Senior Resident	N/A	\$ 17.00	N/A	\$ 16.00
Twilight Evening	\$ 25.00	\$ 16.00	\$ 25.00	\$ 16.00

Cart Rates	18-Holes	9-Holes	18-Holes	9-Holes
Power Cart	\$ 18.00	\$ 12.00	\$ 16.00	\$ 11.00

2024 Rate Comparison

Golf Course	Weekday	Weekend
New Berlin Hills	\$55	\$65
Morningstar	\$74	\$84
Naga Waukee	\$66	\$69
Western Lakes	\$54	\$65
Whitnall Park	\$60	\$60
Wanaki	\$52	\$59
Greenfield Park	\$54	\$54

* All 2024 rates are for 18-holes and include cart rental.



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Hopkins

FROM: Golf Course Commission

DATE: February 10, 2025

RE: January 8, 2025, Golf Course Commission items requiring Common Council action

A.	ITEM: 2025-213 Discussion and possible recommendation to Common Council approval of 2025 Golf Course Rates.
Council Motion:	
	This item was considered at the Golf Course Commission meeting on January 8, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend the Common Council approve the 2025 Golf Course Rates.



Committee of the Whole MEETING MINUTES

January 28, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

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 Horbinski, Alderperson Kroupa, Alderperson La Fever

Excused: Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

3. APPROVAL OF MINUTES

A. January 14, 2025 Committee of the Whole Meeting Minutes

MOTION: Motion to approve

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

4. UTILITY & FINANCE

A. Discussion and possible action to recommend approval to the Common Council of the January 29, 2025, Water Utility claims in the amount of \$19,939.97 for 2024 invoices and \$2,075.15 for 2025 invoices. Sewer Utility claims in the amount of \$17,259.96 for 2024 invoices and \$2,161.70 for 2025 invoices. General City claims in the amount of \$704,087.24 for 2024 invoices and \$288,302.63 for 2025 invoices. US BANK VISA EFT of \$52,985.15 for November and December of 2024.

MOTION: Motion to approve

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

5. LICENSES & PERMITS

- A.** Discussion and possible action to recommend to the Common Council approval of a "Class B" combo liquor license for Drake's Watering Hole, located at 3612 S. Moorland Road, as outlined in the application and premise description on file. The license is currently held by Chumley's Pub, which has formally submitted its intent to surrender the liquor license, enabling the new applicant to apply for the establishment

MOTION: Motion to approve

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

6. MISCELLANEOUS

- A.** Golf Course Commission Update

Matt Tausig provided a brief update to the Council and those in attendance.

- B.** Discussion and possible action to recommend to the Common Council approval of the contract to upgrade the City of New Berlin's phone system

MOTION: Motion to approve

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

- C.** Discussion and possible action to recommend to Common Council that a joint public hearing be set for March 3, 2025 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 11 - Neighborhood "A" Greenfield Avenue and Chapter 10 - Land Use) from Suburban Commercial, Mixed Residential and Institutional with a Planned Unit Development Overlay to Mixed Use Residential with a PUD Overlay for approximately 33.76 acres for the parcels located at 1640 S. Moorland Road (includes Tax Keys #'s 1158.989.001, 1158.989.002 & 1158.989.003). **AND** Recommend to the Common Council that a joint public hearing be set for March 3, 2025 at 6:00 p.m. to be held before the Plan Commission to rezone approximately 33.76 acres for the parcels located at 1640 S. Moorland Road (includes Tax Keys #'s 1158.989.001, 1158.989.002 & 1158.989.003) from B-1/PUD, Rm-1/PUD, I-1/PUD & C-2 to Rm-1/PUD & C-2/PUD to amend Planned Unit Development Overlay Ordinance # 2679 (also amended by Ordinance #2688). The development will include multi-family residential with retail integrated within.

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Kroupa
Motion 6-0

- D.** Discussion and possible action to recommend to the Common Council that a public hearing be set for March 3, 2025 at 6:01 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275).

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: LaFever
Motion 6-0

7. ADJOURN

MOTION: Motion to adjourn at 6:19 PM

VOTE: Motion by: Maxey
Second by: Kroupa
Motion 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

Form
AB-200

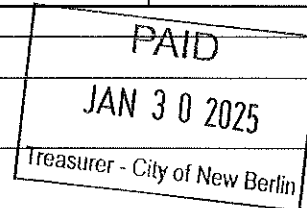
Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☒ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$



Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Uncle Jimmy's Bar & Grill (Lidentek LLC)

2. Business Trade Name or DBA

Uncle Jimmy's Bar & Grill

3. FEIN

33-1268437

4. Wisconsin Seller's Permit Number

456-1031886962-02

5. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization

Wisconsin

7. Date of Organization

1-29-2025

8. Wisconsin DFI Registration Number

L082526

9. Premises Address

18540 W National Ave

10. City

New Berlin

11. State

WI

12. Zip Code

53146

13. County

Waukesha

14. Governing Municipality: ☒ City ☐ Town ☐ Village

of: New Berlin

15. Aldermanic District

16. Premises Phone

262-679-2221

17. Premises Email

18. Website

19. Premises Description - Describe the building or buildings 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.

Basement locked closet for all storage of product
Office that locks for all records & invoices
Sold in the main bar area with 28 bar stools & 22 tables
consumed in main bar area

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
- If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages.
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

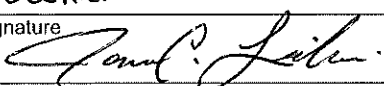
Last Name	First Name	Title	Phone

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: 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 license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state 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.

Last Name Lidwin	First Name James	M.I. C
Title Owner	Email jimlidwin@hotmail.com	Phone 414-238-5792
Signature 		Date 1-29-2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



City of New Berlin
Community Relations/City Clerk's Dept.
3805 South Casper Drive
New Berlin, WI 53151-0921

CITY OF NEW BERLIN, WISCONSIN
SURRENDER OF ALCOHOL BEVERAGE LICENSE

This form is to be filed with the City Clerk's Office at the time a new application is submitted.

This is to advise that, as licensee, I (We) intend to surrender our alcohol license for the premise indicated below:

Company Name: Mustang Shelly's Roadhouse, Ltd.

Trade Name (doing business as): same

Located at: 18540 W National Ave

Class of Liquor License Issued: Class "B"

I am (we are) aware that a new applicant(s) will be applying for an original alcohol license for the premise indicated above. By signing this form, I (we) hereby surrender and relinquish the liquor license to the City Clerk's Office upon the approval of the application and the issuance of the license. I (we) do not have any intention on transferring this license to a new location within the City of New Berlin.

Current License Holder(s) – All members listed on the Alcohol License Application must sign this form.

Michele E. High
Print Name
[Signature]
Print Name

[Signature]
Signature
[Signature]
Signature

Print Name

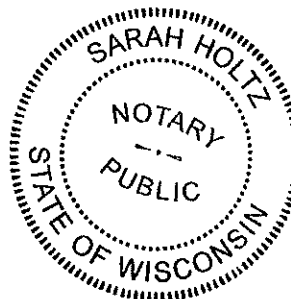
Signature

Subscribed and sworn to before me this

30th day of January, 2025

Sarah Holtz
Notary Public, Waukesha County, State of Wisconsin

My Commission expires: 02/06/27



City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlin.org



License Year: _____
Total License Fees Due: \$200
Cash or check (accepted only)
(Checks payable to: City of New Berlin)

APPLICATION FOR YEARLY TRANSIENT/SHORT TERM LODGING LICENSE

PAID
MAY 14 2024

♦ PROPERTY OWNER INFORMATION / APPLICANT INFORMATION

➔ In the event of an emergency, the Property Owner will be contacted first. If unable to reach, the Secondary Contact will be contacted.

Property Owner Name: Mark Nelson FEIN #: _____

Property Owner Address: 17303 Greenfield Avenue, New Berlin, WI

Primary Phone Number: 608-335-0042 Secondary Phone Number: _____

Email Address: mnels796@gmail.com

Secondary Contact: Angie Phone Number: 720-712-2684

If the owner is a business, please circle business type and list all owners below. ♦ Individual ♦ Partnership ☒ LLC ♦ Corporation

Designated Agent: Mark Nelson, LLC

Owners & Property Manager Contacts

Name: <u>Joey Sanders</u>	Address: _____
Phone #: <u>720-305-9356</u>	Email: <u>Joey.sanders@Devolve.com</u>
Name: <u>Angie Liehr</u>	Address: _____
Phone #: <u>720-712-2684</u>	Email: _____
Name: <u>Mark Nelson</u>	Address: <u>1500 N. Milwaukee St. Apt. 508 Milwaukee, WI 53202</u>
Phone #: <u>608-335-0042</u>	Email: <u>mnels796@gmail.com</u>
Name: _____	Address: _____
Phone #: _____	Email: _____

♦ TRANSIENT PROPERTY INFORMATION

Property Address in the City of New Berlin: 17303 Greenfield Avenue

Premise Description (what area is being rented): Duplex. There is a top unit (2 bedroom, 1 bath) and a bottom unit (2 bedroom, 1 bath).

State of Wisconsin Tourist Rooming House License # HIDEN-D4EESQ

REQUIRED ITEMS / RESPONSES (FILL IN AND INITIAL BELOW)

I certify that I have acknowledged and completed the following (please fill in blanks and initial to the left once completed):

☒ Included a copy of the Department of Agriculture, Trade and Consumer Protection tourism house license is attached, as defined in WI § 97.01 (15k).

☒ Include a sketch of where screened refuse containers will be located.

☒ Number of sleeping quarters: 4 (sleeping quarters shall be located within the principal structure on the lot.)

☒ The property as listed above complies with the [Wisconsin Administrative Code ATCP 72](#)

☒ A minimum of one off-street parking stall for every guest bedroom is required (with a minimum of 2 parking stalls). Included stalls on sketch.

☒ Number of maximum occupants is 10. The maximum occupancy does not exceed the number of occupants allowed per the ATCP 72.14(2)(b) with the maximum not higher than 20 people.

☒ Please describe how the property boundaries are delineated: Tree line in the back yard

☒ I confirm that there are working smoke and carbon monoxide detectors on each floor of the premises and in particular, outside of the sleeping quarters.

☒ Proof of comprehensive general liability insurance, covering \$1,000,000.00.

♦ CERTIFICATION & SIGNATURE OF APPLICANT – MUST BE NOTARIZED!

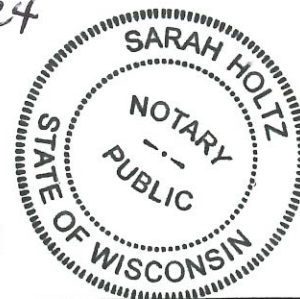
I certify that I have read City Ordinance Section 152.24 regarding Transient Commercial Lodging and State of Wisconsin's Administrative Code (ATCP) Chapter 72. I certify that the answers and attachments to this application are true to the best of my knowledge. I understand that I must renew the Transient Commercial Lodging License every year at least 45 days before December 31 of each year and that the Fire Department, Police Department and Building Inspector will inspect the property and approve the premise for transient commercial lodging before any license will be granted. I hereby certify that the property meets the Ordinance Code and WI Admin Code requirements. I hereby designate the listed Designated Manager as an Agent for the purpose of accepting service of process in a civil action arising out of or in conjunction with the use of this License in the event I cannot, after reasonable efforts, be served personally. I understand that it is my responsibility to promptly report any changes to my responses to this application to the City of New Berlin as needed. I understand that if any of the information in this application is inaccurate/incomplete or if there are violations of the City Ordinances that this license may be revoked.

Signature: Mark Helum Date: 5-14-2024

State of Wisconsin, County of: Waukesha

This document was signed before me on this 14th day of May, 2024

Notary Signature: Sarah Holtz My Commission Expires 02-06-27



OFFICE USE ONLY: Date Application Received: 5/14/24 Initials: RM

Amount Paid: \$200.00 Anticipated Council Date (if needed): 6/11 License No. Issued: _____

DATE PASSED INSPECTIONS: ☒ Fire ☒ Building Inspector RECOMMENDATION FROM: OK Police

NOTES: Passed 2/6/25



WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND
USE
Division of Environmental Health

License, Permit or Registration

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

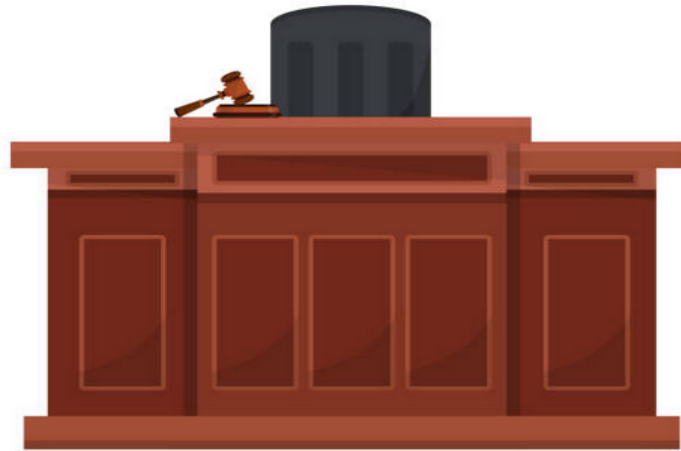
ACTIVITY Tourist Rooming House (LTR)	EXPIRATION DATE 30-Jun-2025	I.D. NUMBER HDEH-D4EESQ
LICENSEE MAILING ADDRESS MARK NELSON, LLC 1500 N MILWAUKEE ST APT 508 MILWAUKEE WI 53202	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS 17303 GREENFIELD AVENUE 17303 GREENFIELD AVE NEW BERLIN WI 53146

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE DIVISION OF
ENVIRONMENTAL HEALTH
515 W MORELAND BLVD AC 260
WAUKESHA, WI 53188
(262)896-8300

* Include the name of your facility and the ID number.

Municipal Court Common Council Update



Catharine Hausen

Court Staff

Court Room

- Judge Joseph Dorlack
- Attorney Thomas Schmitzer
- Attorney Alexandra Evans

Clerks

- Catharine Hausen
- Anna Aldi
- Sally Friedbacher

Security

- Officer Tony Fus
- Sergeant Noah Phillips

Court Sessions

Sessions

- 1st and 3rd Wednesdays (8:30 am)
- 2nd Wednesday (7:00 pm)
- 4th Wednesday Pre-trials

Appearances

- 49 court dates
- \$108,938 collected during court
- 1845 tickets processed

Trials

- 25 scheduled
 - Settled 12
 - Defaulted 2
 - Held 6
 - Rescheduled 5

Juveniles

- 100 juvenile cases

Tickets

2022

- 4,571 total tickets
 - 106 Operating while Intoxicated
 - 725 Speeding
 - 46 mph on Small Rd

2023

- 6,044 total tickets
 - 99 Operating while Intoxicated
 - 1,168 Speeding
 - 65 mph on Coffee Rd

2024

- 6,544 tickets
 - 113 Operating while Intoxicated
 - 1,224 Speeding
 - 59 mph on Greenfield Ave, 3 other 45+

Tickets

Grants

- Speeding 552
- Seatbelt 160
- Operating while Intoxicated 35

Parking

- **2023**
 - 242 tickets
 - Handicapped
- **2024**
 - 551 tickets
 - Overnight
 - Vasa, Walmart, Special Events

GIS

- Bulletins posted on NBPD GIS
- Trial Calendar
- Court Updates

Supreme Court ACTs

- Increase in forfeitures
 - OWI/ORCS/PAC from \$961.00 to \$986.00
 - Reckless Driving from \$798.00 to \$923.00
 - Fail to Stop for School Bus \$250.00 to \$691.00

Enforcements

Driver's License Suspension

- Traffic Non-Payment
- 774 suspensions

Registration Suspension

- Parking Non-Payment
- 57 suspensions

Arrest

- Summons Non-Payment
- 25 active Warrants
- Balance of \$9,590

Collections

State Debt Collection (SDC)

- No cost to the Court
- Returns, lottery, wages, bank accounts
- **2023**
 - 431 balances submitted
 - \$98,428 collected
- **2024**
 - 660 balances submitted
 - \$115,225 collected

Tax Refund Intercept Program (TRIP)

- No costs to the Court
- Wisconsin Tax Return
- Parking and Writs of Commitment
- **2023**
 - \$2,735 collected
- **2024**
 - \$3,164 collected

Revenue Totals

2022

- Proposed revenue \$320,000
- Revenue collected \$304,270

2023

- Proposed revenue \$315,000
- Revenue collected \$336,532

2024

- Proposed revenue \$330,000
- Revenue collected \$390,000

2025

Upcoming Goals

- Translation
- Modify Trial Calendar
- Additional Cross Training

Continuing Goals

- Aggressive collections and enforcements
- Evaluate security measures
- Offer professional and helpful service
- Coordinated and cohesive relationship with the NBPD