



Common Council Meeting Agenda

July 22, 2025 - 6:15 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Agenda Amended: 7/21/25 @ 1:15 PM
Published: 7/18/2025

AGENDA

1. PRIVILEGE OF THE FLOOR

Each speaker will be limited to three (3) minutes. The Privilege of the Floor session shall not exceed a total of thirty (30) minutes, unless extended by the Common Council.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

- A. June 24, 2025, Common Council Meeting Minutes

5. REPORTS

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

6. COMMUNICATIONS

7. PLAN COMMISSION

- A. Discussion and possible action to recommend to Common Council approval of (4) KW CP-2500617 Colin Carr with Hawthorne Hill Farm LLC - 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) and adoption of Resolution 2025-12 and Ordinance 2709 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10) from Residential Estate to Suburban Commercial with PUD Overlay. (Public Hearing 6/2/2025)
- B. Discussion and possible action to recommend to Common Council approval of (4) KW RZ-2500618 Colin Carr with Hawthorne Hill Farm LLC - 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) and adoption of Ordinance 2710 that approves the rezoning from B-2 and R-3 to B-2/PUD. (Public Hearing 6/2/2025)
- C. Discussion and possible action to recommend to Common Council approval of (4) KW LD-2500926 Colin Carr with Hawthorne Hill Farm LLC - 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) - 1-Lot Certified Survey Map.
- D. (4) NJ LD-2500890 Todd Battle with Zilber Property Group - 5400 S. Westridge Drive (Tax Key #'s: **1260990009 & 1260990010**) Discussion and possible action to recommend to Common Council approval of a 1-Lot Certified Survey Map.

8. UTILITY COMMITTEE

- A.** UT 12-25 Recommend to the Common Council to amend the 2025 Water Capital Budget in the amount of \$89,900.00 for the Moorland Road Watermain Crossings - Lining Project. The additional funds will be used to offset an increase in contractor labor, material costs and a 5% contingency for the relining project. With a total project cost not to exceed \$1,150,500.00.
- B.** UT 13-25 Recommend to the Common Council to award the construction contract for the Moorland Road Watermain Crossings - Lining Project to the lowest responsive bidder, Mid City Corporation, in the amount of \$1,096,535.00.

9. PARKS, BUILDINGS & GROUNDS COMMISSION

- A.** Recommend to the Common Council the award of a contract to the GRAEF Engineering Firm in the amount of \$30,000 for facility assessment work at the New Berlin Safety Building and the New Berlin Public Library.

10. WATER RESOURCE MANAGEMENT

- A.** Discussion and possible action to recommend to Common Council approval of Kelly Lake Pier Funding.

11. MAYORAL APPOINTMENTS

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

12. DEFERRED, REFERRED & TABLED ITEMS

13. ITEMS REMOVED FROM CONSENT AGENDA, if any

14. CONSENT AGENDA-----

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

15. MINUTES

- A.** June 24, 2025, Committee of the Whole Meeting Minutes

16. UTILITY & FINANCE

- A.** Discussion and possible recommendation to the Common Council to approve the July 9th, 2025, Sewer Utility claims in the amount of \$18,205.13, Water Utility claims in the amount of \$219,411.64, and General City claims in the amount of \$536,391.69. Tax overpayment checks totaling \$7,044.87 were also generated, and US Bank VISA EFT of \$44,229.86
- B.** Discussion and possible recommendation to the Common Council to approve the July 23rd, 2025, Sewer Utility claims in the amount of \$793,042.74, Water Utility claims in the amount of \$41,747.13, and General City claims in the amount of \$660,701.38. We Energies EFT of \$60,121.59, and Utility Water/Storm/Sewer EFT of \$18,602.56 was also generated

17. LICENSES & PERMITS

- A.** Discussion and possible recommendation to the Common Council to approve the Class 'B' Beer and Class C Wine license application for Air City 360, located at 5320 S. Moorland Rd., including the designated agent and café area premise description, for the license year expiring June 30, 2026, as outlined in the submitted application and contingent upon the satisfaction of all City requirements
- B.** Discussion and possible recommendation to the Common Council to approve the Extension of Premise for The Varsity Club, located at 12400 W. Beloit Road, for the Fall

Fest event to be held in the establishment's parking lot on September 12th and 13th, 2025, contingent upon the satisfaction of all City requirements

18. MISCELLANEOUS

- A. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-16, a resolution providing for the sale of approximately \$11,580,000 in General Obligation Promissory Notes, Series 2025A
- B. Finance Department Update
- C. Discussion and possible recommendation to the Common Council to approve setting a Public Hearing for August 13, 2025, at 6:00 p.m., to be held before the Plan Commission, regarding the rezoning of the property located at Tax Key No. 1213.9964 (northwest corner of Coffee Road and Calhoun Road) from A-1 to R-1/R-2
- D. Discussion and possible recommendation to the Common Council to authorize the Finance Department to contact the Wisconsin Department of Transportation and initiate the process of implementing a wheel tax in the City of New Berlin, as outlined in the Requested Action Statement
- E. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-17, a resolution amending the 2024 CIP budget by \$55,000 for updates to the DPW Campus Master Plan, as outlined in the Requested Action Statement
- F. Discussion and possible recommendation to the Common Council to approve an agreement with the Professional Firefighters of Wisconsin Charitable Foundation, Inc., for use of the area near Fire Station No. 1 and the Streets building parking lot for the 2025 Ride to Burn Camp on August 12, 2025, contingent upon receipt of a signed agreement and Certificate of Insurance
- G. Discussion and possible recommendation to the Common Council to authorize the IT Department to recommend to the Mayor the most financially sound option for a 5-year copier lease agreement, as outlined in the Requested Action Statement
- H. Discussion and possible action to recommend to Common Council approval of the Professional Services Contract in the amount of \$9,500 with raSmith, Inc. for the development of ball field standards.
- I. Discussion and possible recommendation to the Common Council to authorize staff to initiate the process of placing a levy limit referendum question on the April 2026 ballot.

19. END CONSENT AGENDA-----

20. CLOSED SESSION

- A. *The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- B. Continued strategy and negotiations regarding the compliance matter located at 6035 S Karrington Lane
- C. American Family Mutual Insurance Claim re: its insured, Donna Kruger

21. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Continued strategy and negotiations regarding the compliance matter located at 6035 S Karrington Lane

- B. Discussion and possible action re: American Family Mutual Insurance Claim re: its insured, Donna Kruger

22. 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

June 24, 2025 - 6:05 PM
City Hall Council Chambers

MINUTES

1. PRIVILEGE OF THE FLOOR

Each speaker is allotted up to 3 minutes. Please note that the Privilege of the Floor session is limited to 30 minutes total, unless extended at the discretion of the Council.

The Mayor read the rules governing Privilege of the Floor and invited any members of the public wishing to speak to come forward.

Chuck Butscher, residing at 16240 W. Heatherly Drive in New Berlin, commended the Mayor and Common Council for their work and requested that the City explore the possibility of allowing ATVs on public roadways.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:11 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 La Fever, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa

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. June 10, 2025, Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk

City Clerk Rubina R. Medina announced that Clerk's Office staff will be present at Grand Hills Castle on Thursday, June 26, 2025, at 11:00 AM to assist with voter registration and to answer any questions residents may have regarding absentee voting. She also reminded

the Council and those in attendance that the Common Council meets once per month during the summer. The scheduled summer meeting dates are July 22, August 26, and September 23.

B. Council President

No Report.

C. Mayor

No Report.

6. COMMUNICATIONS

None.

7. BOARD OF PUBLIC WORKS

- A.** ITEM 06-25 Discussion and possible action to recommend to Common Council approval of the Development Agreement for Public Improvements at the DIL Partners, LLC. (NB Fabrication) property located at 16230 W. Beloit Road.

MOTION: Motion to approve

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

8. UTILITY COMMITTEE

- A.** UT 11-25 Recommend to the Common Council to approve Resolution #25-14 Compliance Maintenance Annual Report (CMAR) for reporting year 2024.

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: La Fever
Motion Passed 6-0

9. 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: Horbinski
Motion Passed 6-0

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.

MOTION: Motion to approve consent agenda

VOTE: Motion by: Harenda
Second by: La Fever
Motion Passed 6-0

13. MINUTES

A. June 10, 2025, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the June 11th, 2025, Water Utility claims in the amount of \$74,949.47, Sewer Utility claims in the amount of \$16,148.72, and General City claims in the amount of \$1,816,064.32. We Energies EFT of \$66,134.98

15. LICENSES & PERMITS

A. Discussion and possible action to approve the alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year of July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

16. MISCELLANEOUS

A. Library Department Update

B. Discussion and possible action to recommend to Common Council approval of an underground electrical easement with We Energies to construct an electrical service at 16530 W National Avenue as outlined in the RAS

C. Recommend to the Common Council that a public hearing be set for August 13, 2025 at 6:00 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275-25 Building Permits).

17. END CONSENT AGENDA-----

18. CLOSED SESSION

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

MOTION: Motion to enter into closed session at 6:16 PM

ROLL CALL Motion by: Horbinski

VOTE: Second by: Maxey

Motion Passed 6-0

A. *The Council may convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*

B. Ethic Indoor roof collapse claim

19. RECONVENE TO OPEN SESSION

MOTION: Motion to reconvene into open session at 6:38 PM

ROLL CALL Motion by: Kroupa

VOTE: Second by: Maxey

Motion Passed 6-0

A. Discussion and possible action re: Ethic Indoor roof collapse claim

No action.

20. ADJOURN

MOTION: Motion to adjourn at 6:39 PM

VOTE: Motion by: Maxey

Second by: Kroupa

Motion Passed 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Stribl

FROM: Plan Commission/Joelle Erickson

DATE: July 22, 2025

RE: July 15, 2025, Plan Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval of KW CP-2500617 Colin Carr with Hawthorne Hill Farm LLC - 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) and adoption of Resolution 2025-12 and Ordinance 2709 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10) from Residential Estate to Suburban Commercial with PUD Overlay. (Public Hearing 6/2/2025)
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on July 15, 2025.

B	Discussion and possible action to recommend to Common Council approval of KW RZ-2500618 Colin Carr with Hawthorne Hill Farm LLC - 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) and adoption of Ordinance 2710 that approves the rezoning from B-2 and R-3 to B-2/PUD. (Public Hearing 6/2/2025)
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on July 15, 2025.

C.	Discussion and possible action to recommend to Common Council approval of KW LD-2500926 Colin Carr with Hawthorne Hill Farm LLC - 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) - 1-Lot Certified Survey Map.
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on July 15, 2025.



D.	NJ LD-2500890 Todd Battle with Zilber Property Group - 5400 S. Westridge Drive (Tax Key #'s: 1260990009 & 1260990010) Discussion and possible action to recommend to Common Council approval of a 1-Lot Certified Survey Map.
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on July 15, 2025.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Colin Carr on behalf of Hawthorne Hill Farm LLC / 2030 Comprehensive Plan Amendments
LOCATION:	16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002)
CURRENT FUTURE LAND USE:	Residential Estate
PROPOSED FUTURE LAND USE:	Suburban Commercial
CURRENT ZONING:	B-2 (General Retail Sales and Service District) & R-3 (Suburban Single-Family Residential District)
REQUEST:	A request to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 19 - Neighborhood "I" and Chapter 10 - Land Use) for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from Residential Estate to Suburban Commercial.
D.R.C. RECOMMENDATION:	Recommend to Plan Commission adoption of Resolution #2025-12 that approves the general amendments to the 2030 Comprehensive Plan Chapter 19 and Chapter 10 - Land Use for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from Residential Estate to Suburban Commercial and forward to the Common Council for their review and approval by Ordinance.

Background:

- a. The applicant has simultaneously applied for Rezoning (see file #: RZ-2500618). This request is consistent with the proposed rezoning of the property to B-2/PUD (General Retail Sales and Service District with Planned Unit Development Overlay).
2. The applicant submitted a Conceptual Plan Review that was presented at the April 7, 2025 Plan Commission meeting.

Rationale:

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

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

Planning Context / Vision / Development Policies:
Vision:

- Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood oriented retail. Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.

Development Policies:

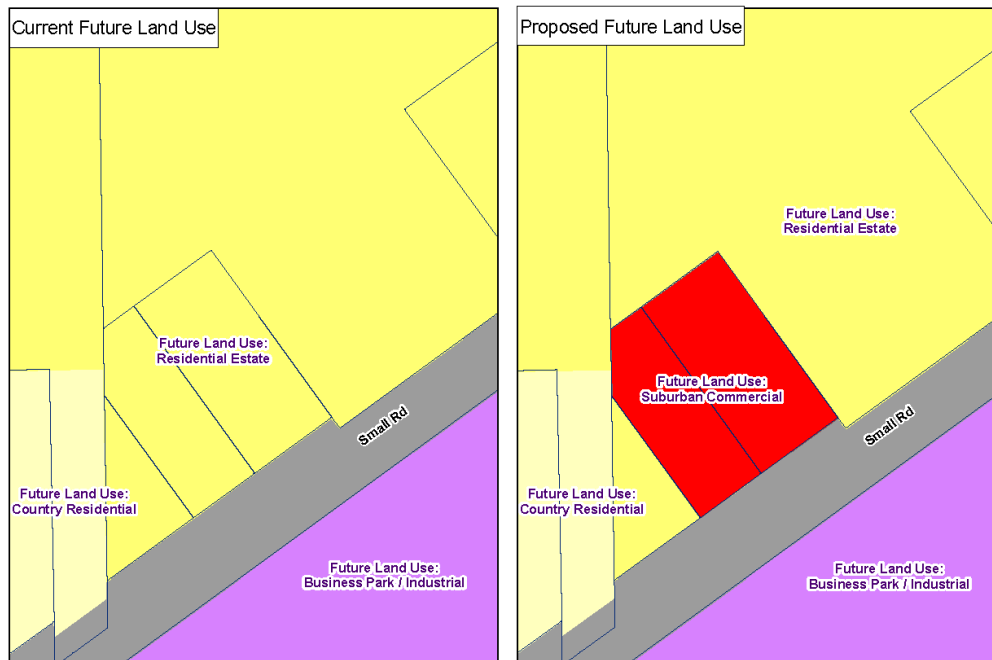
- Explore and implement amenities that are consistent with a rural theme, such as equestrian facilities, trails, bed and breakfasts, nature preserves, parks, and others.

Land Use:

Future Land Use Map: Residential Estate (Existing) / Suburban Commercial (Proposed)

2. Chapter 10: Land Use:

- 2030 Future Land Use Map: Residential Estate*
- Proposed Future Land Use Map Suggestion: Suburban Commercial*



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

Amending the Plan

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

ordinances.

- Recommendation from the Plan Commission to the Common Council.
- Consideration and decisions by the Common Council.

Plan Element Consistency

- As future amendments and updates are made, consistency between the Plan elements must be ensured.

The applicant has submitted requests to the City to amend the Comprehensive Plan / Future Land Use Map and rezone the property, so the request meets the consistency requirements.

Findings:

1. In the applicant's attached site plan, they have indicated that this will be an indoor/outdoor event venue.
2. Plan Commission reviewed the concept plan at their April 7, 2025 meeting.
3. The applicant held a neighborhood meeting on Tuesday, March 18th, 2025. 77 Notices were mailed out and 5 residents attended the meeting, along with City staff and the development team.
4. Additional mailings were sent out by the applicant and for this public hearing.
5. Per Zoning Code Section 275-34D(2), maximum building height in the B-2 District is 35'.
6. The applicant is requesting to keep the single-family home and the barn for the venue operations.
7. Based on their summary, a Planned Unit Development (PUD) Ordinance to allow for flexibility from certain Zoning Code requirements would be needed.

D.R.C. RECOMMENDATION:

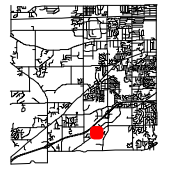
Recommend to Plan Commission adoption of Resolution #2025-12 that approves the general amendments to the 2030 Comprehensive Plan Chapter 19 and Chapter 10 - Land Use for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from Residential Estate to Suburban Commercial and forward to the Common Council for their review and approval by Ordinance.

Attachments:

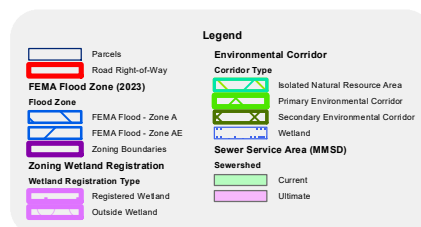
Location Map
Future Land Use Comparison Map
Rezoning Comparison Map
Conceptual Site Plan
Draft Chapter 10 – Land Use Plan – Revised FLU Map

Resolution # 2025-12
Ordinance # 2709

CP-2500617 & RZ-2500618 Hawthorne Hill Farm 16370 & 16380 W. Small Road

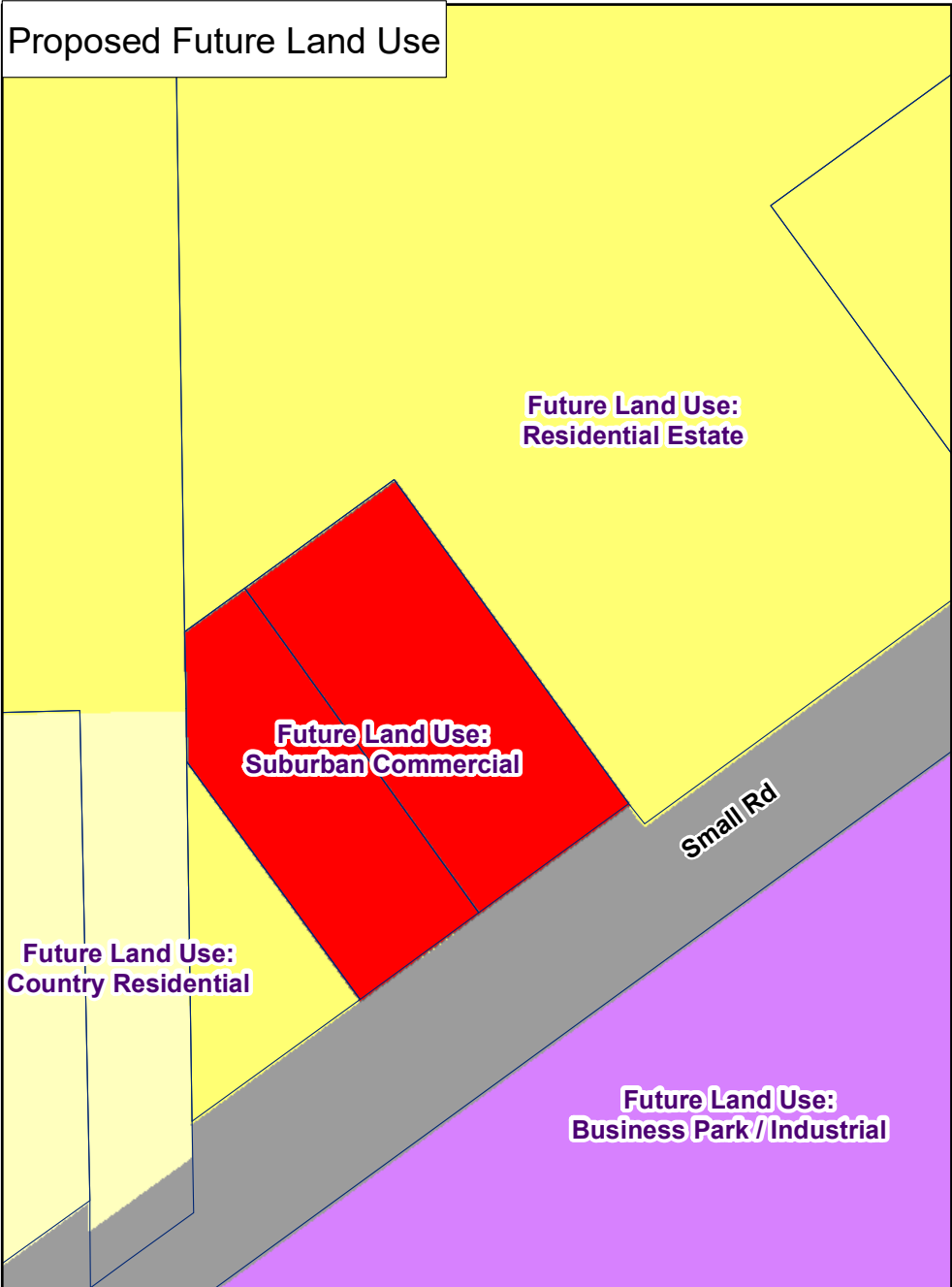
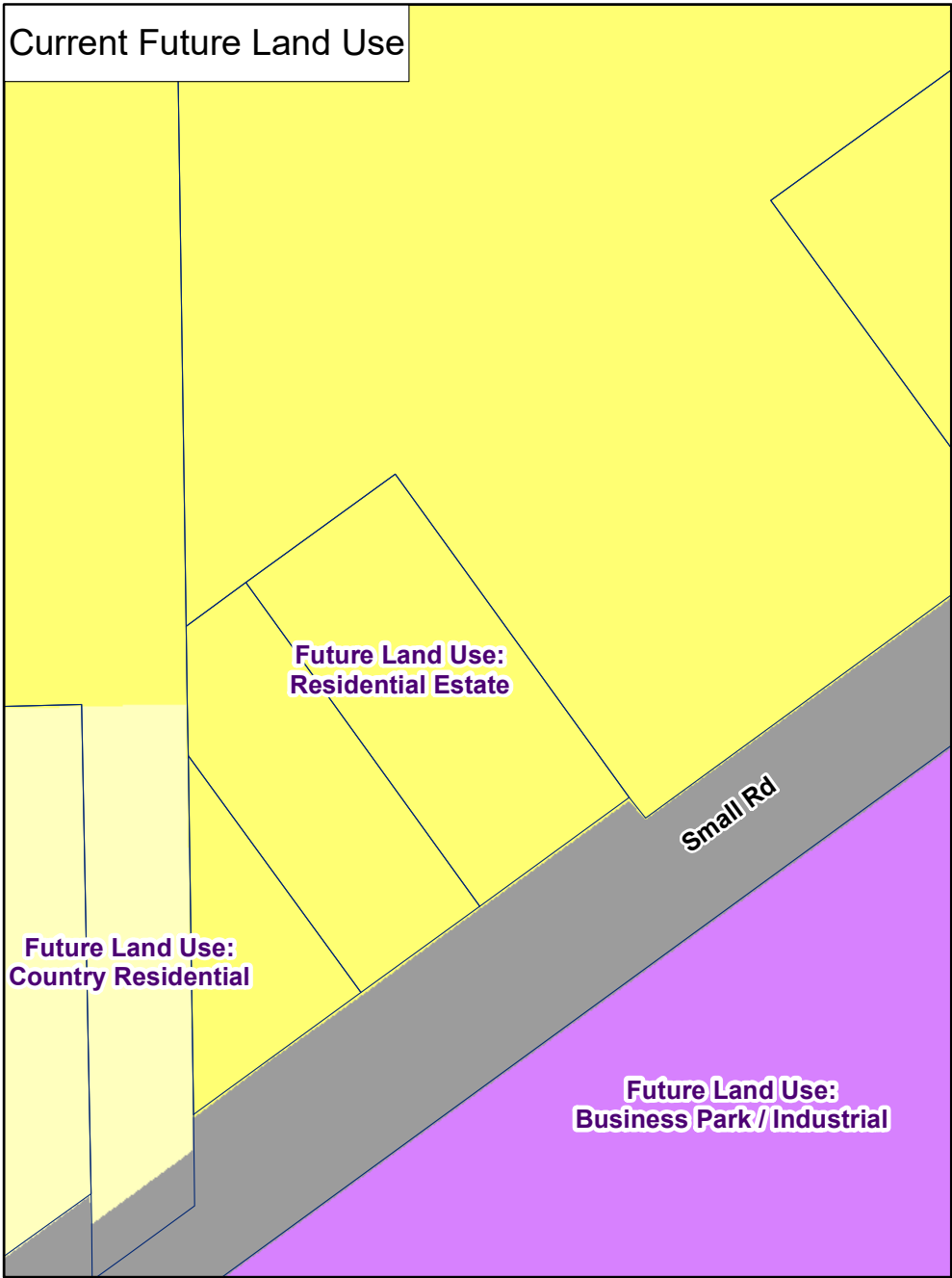


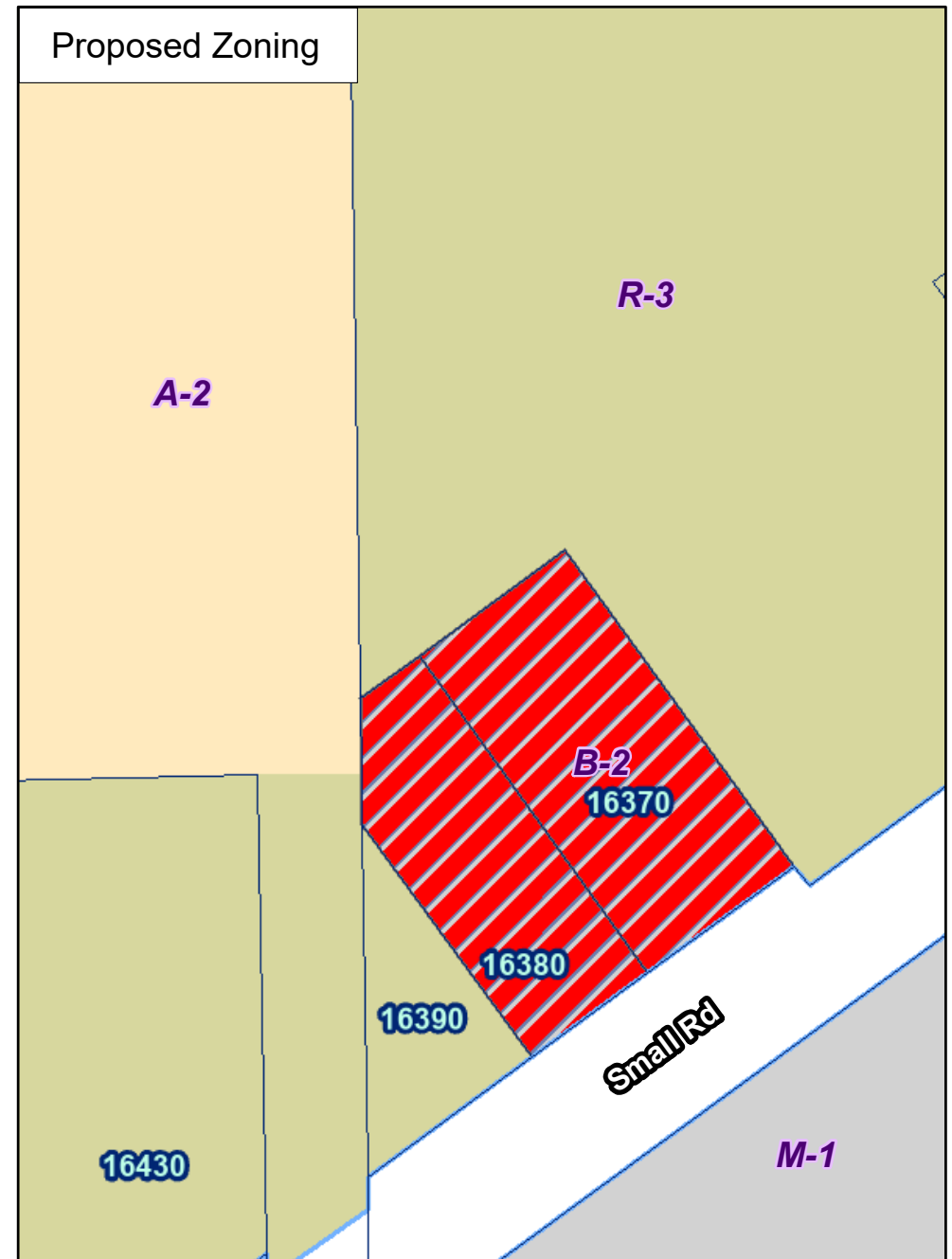
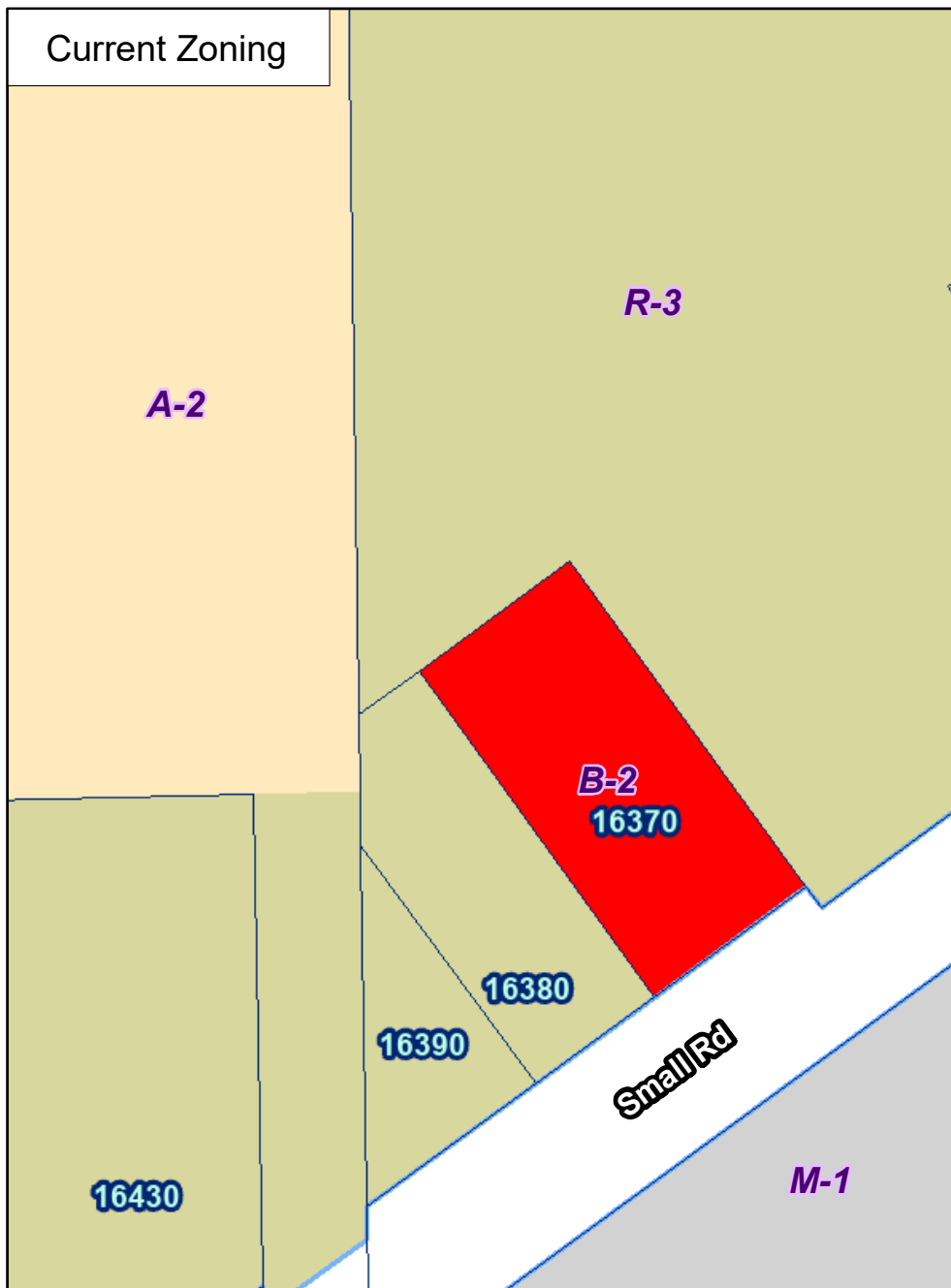
City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org



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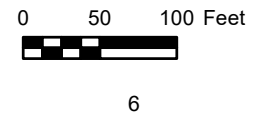
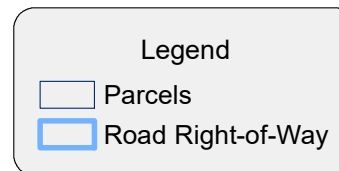
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City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org

RZ--2500618
Hawthorne Hill Farm
16370 & 16380 W. Small Rd



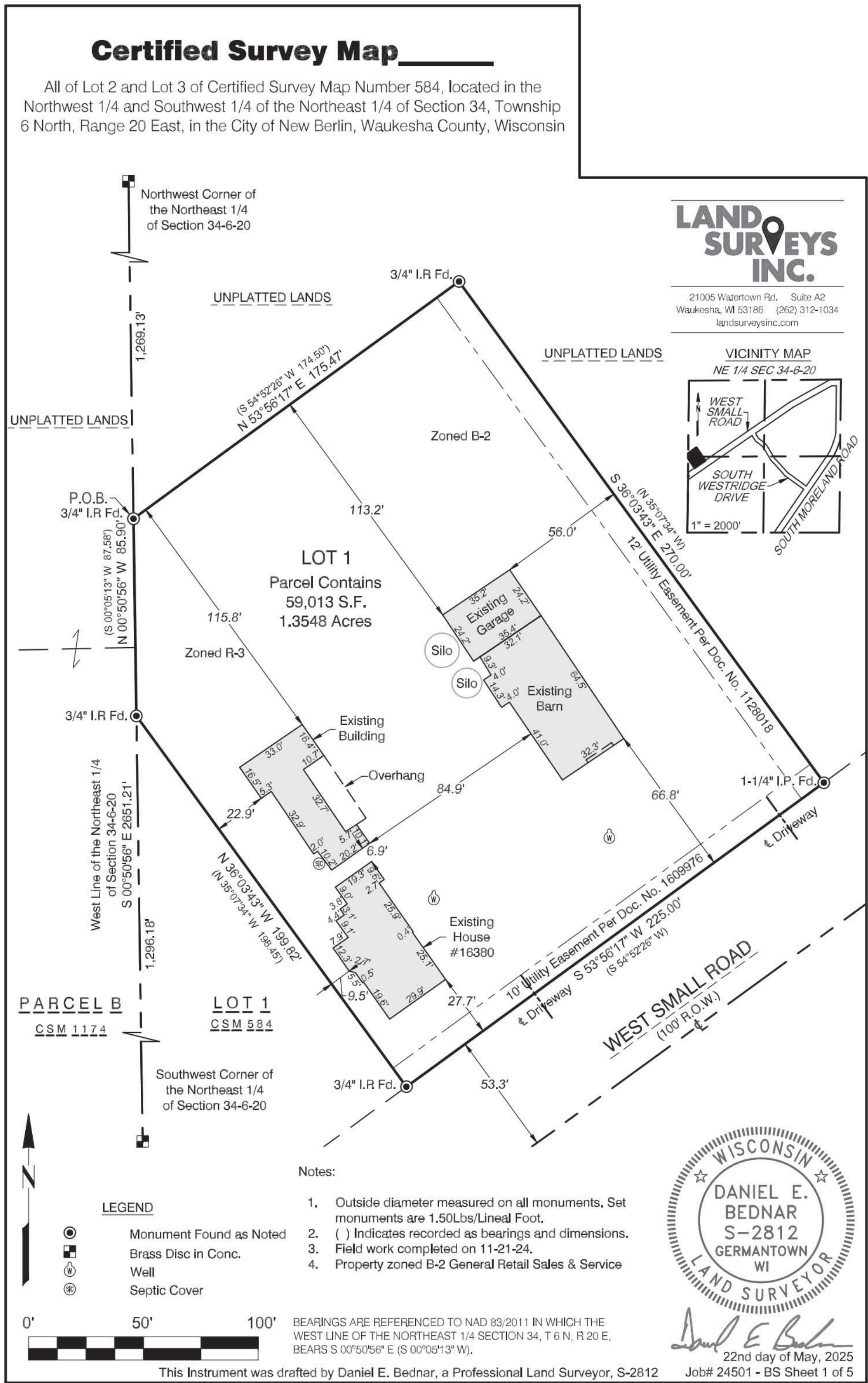
HAWTHORNE HILL FARM

16370-16380 W SMALL RD, NEW BERLIN, WI 53151



SHEET INDEX

A-0	PROJECT INFORMATION DRAFT CERTIFIED SURVEY MAP DRAFT ZONING DATA	A-1	FOUNDATION PLAN
D000	EXISTING SITE CONDITIONS SURFACE CALCULATIONS SITE DEMO PLAN	A-2	TERRACE LEVEL FLOOR PLAN REFLECTED CEILING PLAN WINDOW SCHEDULE
C100	PROPOSED SITE PLAN SITE UTILITIES SITE DETAILS	A-3	MAIN LEVEL FLOOR PLAN REFLECTED CEILING PLAN DOOR SCHEDULE
C200	GRADING & DRAINAGE PLAN	A-4	2ND LEVEL FLOOR PLAN SECOND FLOOR INTERIOR ELEVATIONS FIXTURE SCHEDULE
C300	EROSION CONTROL & PHASING	A-5	EXTERIOR ELEVATIONS - BARN
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C500	LANDSCAPE PLAN	A-7	EXTERIOR ELEVATIONS - PAVILION
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E-2	BUILDING LIGHTING PHOTOMETRIC		
E-3	SITE LIGHTING RENDERING		



B-2/PUD: HAWTHORNE HILLS FARM PLANNED UNIT DEVELOPMENT DISTRICT

The property is approximately 1.35 acres in size

Legal Description of Parcels to be rezoned to B-2/PUD:
16370 W. Small Road
Tax Key #: 1285.994.003

16380 W. Small Road
Tax Key #: 1285.994.002

Setback and yards

- All buildings and structures along Small Road shall have a 25' front setback
- All buildings and structures shall be setback 8', from the western property line
- All buildings and structures shall be setback 15', from the eastern property line
- All buildings and structures shall be setback 25', from the rear lot line
- Section 275-44E(1) and (2) shall not apply for purposes of building separation

Building Height

- Any new buildings shall adhere to 35' height limit.
- Existing barn and home are exempt from the height requirements.

Lot Coverage

- Table 275-34-3 shall not apply

Landscaping & Buffering

- The buffer yard shall be reduced to 5' on the east and west property lines
- Reserve right to review buffering, which may include fencing and/or additional landscaping

SITE DEVELOPMENT PLAN

SHEET TITLE:
PROJECT INFORMATION

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

AS SHOWN

SHEET:

A-0

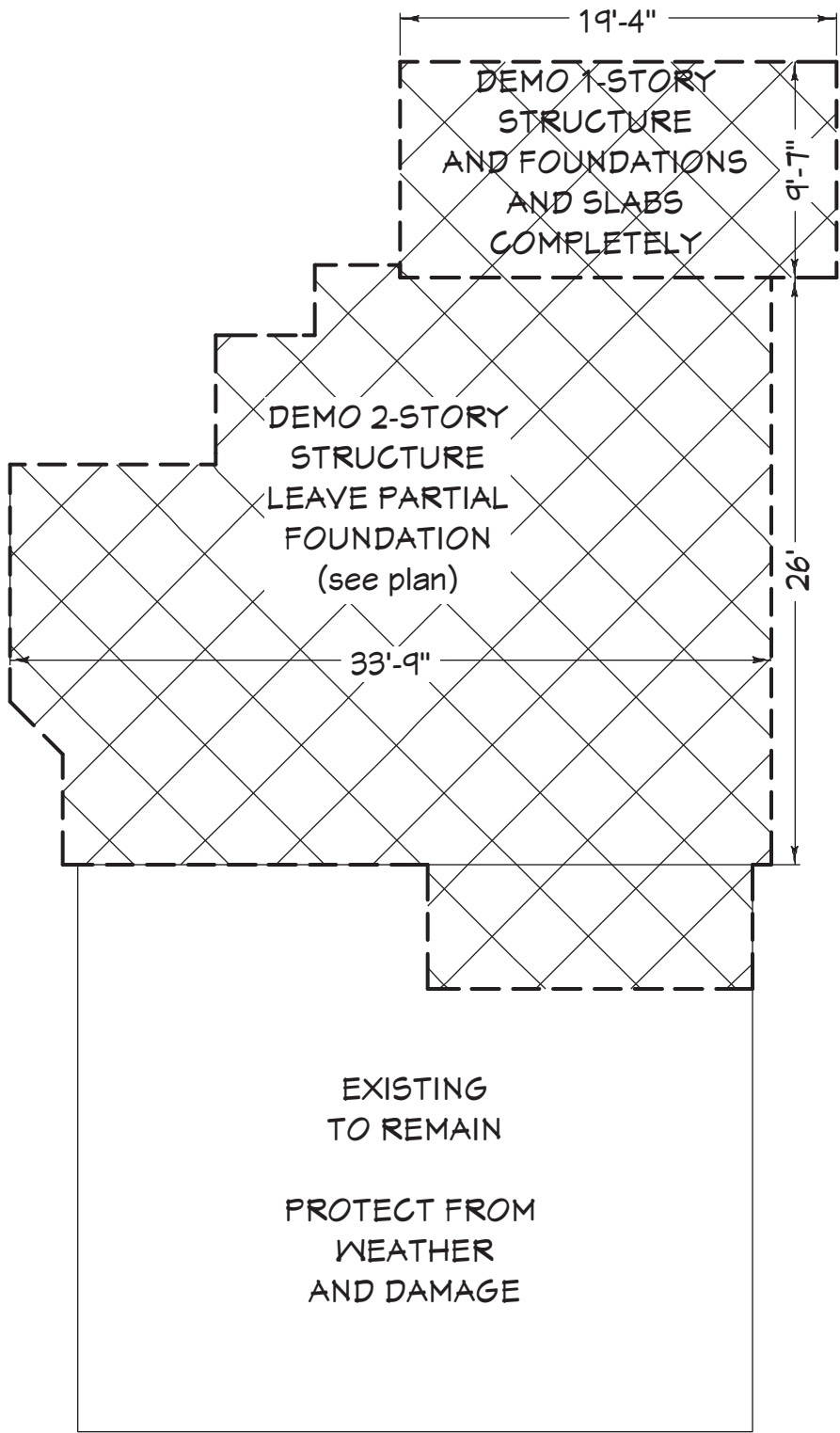
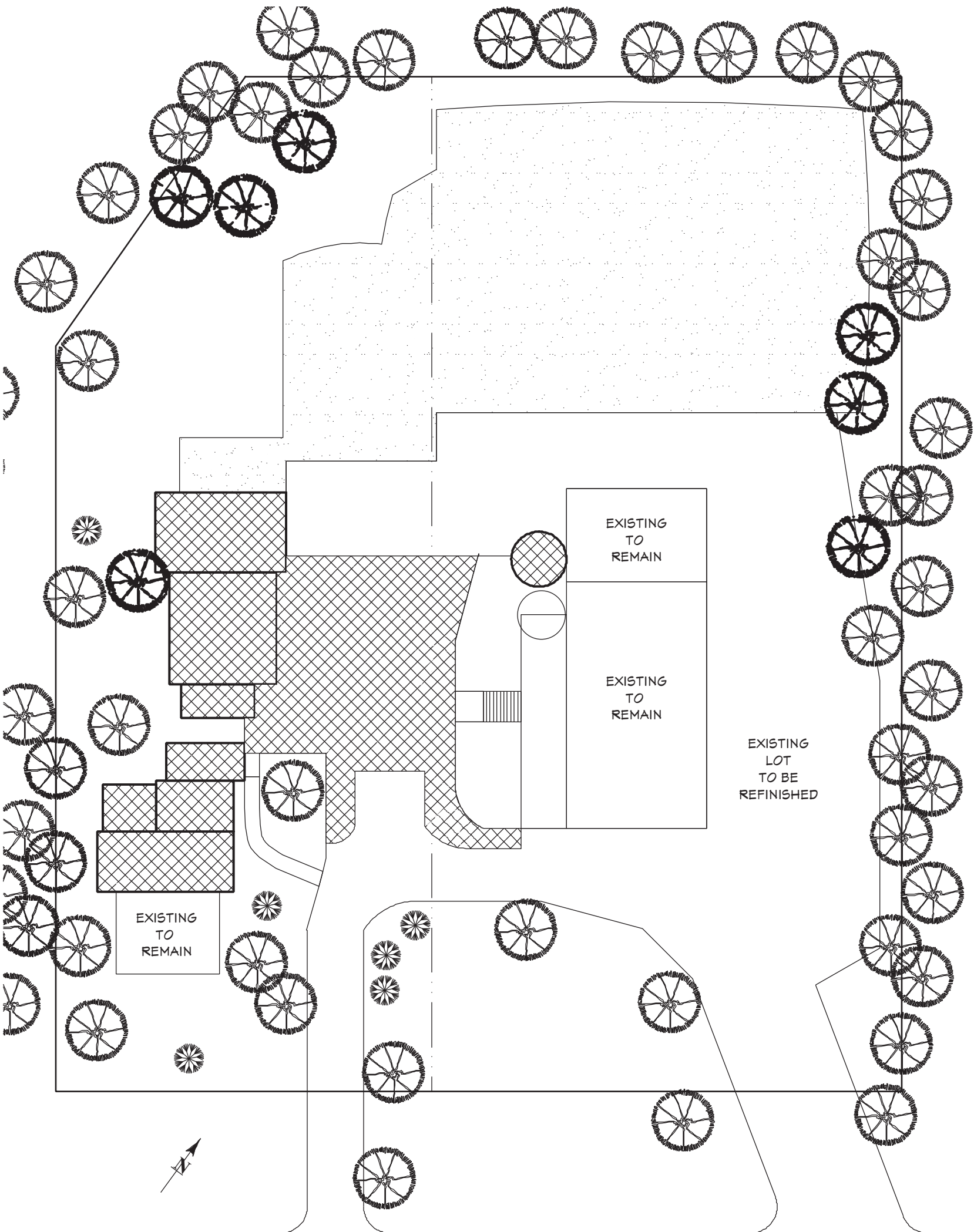
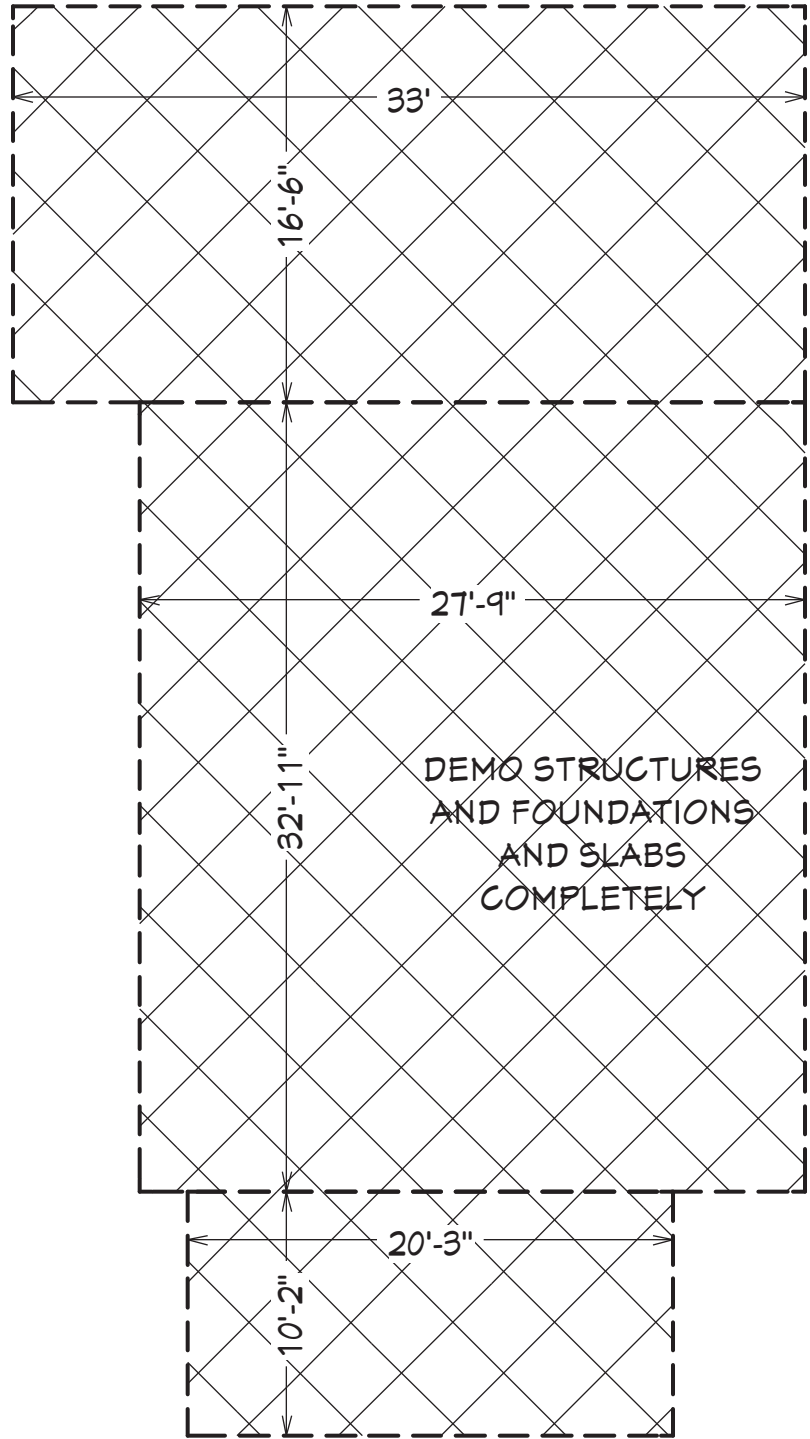
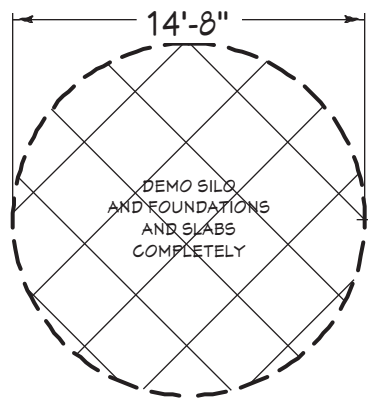


NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

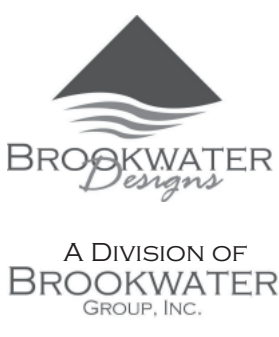


SURFACE CALCULATIONS

TYPE	EXISTING	PROPOSED
STRUCTURES	7,934 SF	4,944 SF
PAVEMENT	18,430 SF	35,052 SF
CONCRETE	1,035 SF	2,520 SF
PAVED GRAVEL	11,225 SF	0 SF
GRASS/GREEN		15,967 SF
SPARDUST PATH		3,492 SF
PERVIOUS IMPERVIOUS	20,319 SF 38,624 SF	19,459 SF 39,484 SF
TOTAL PERMEABLE	58,943 SF 34.4%	58,943 SF 33.0%



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

DEMOLITION PLANS

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

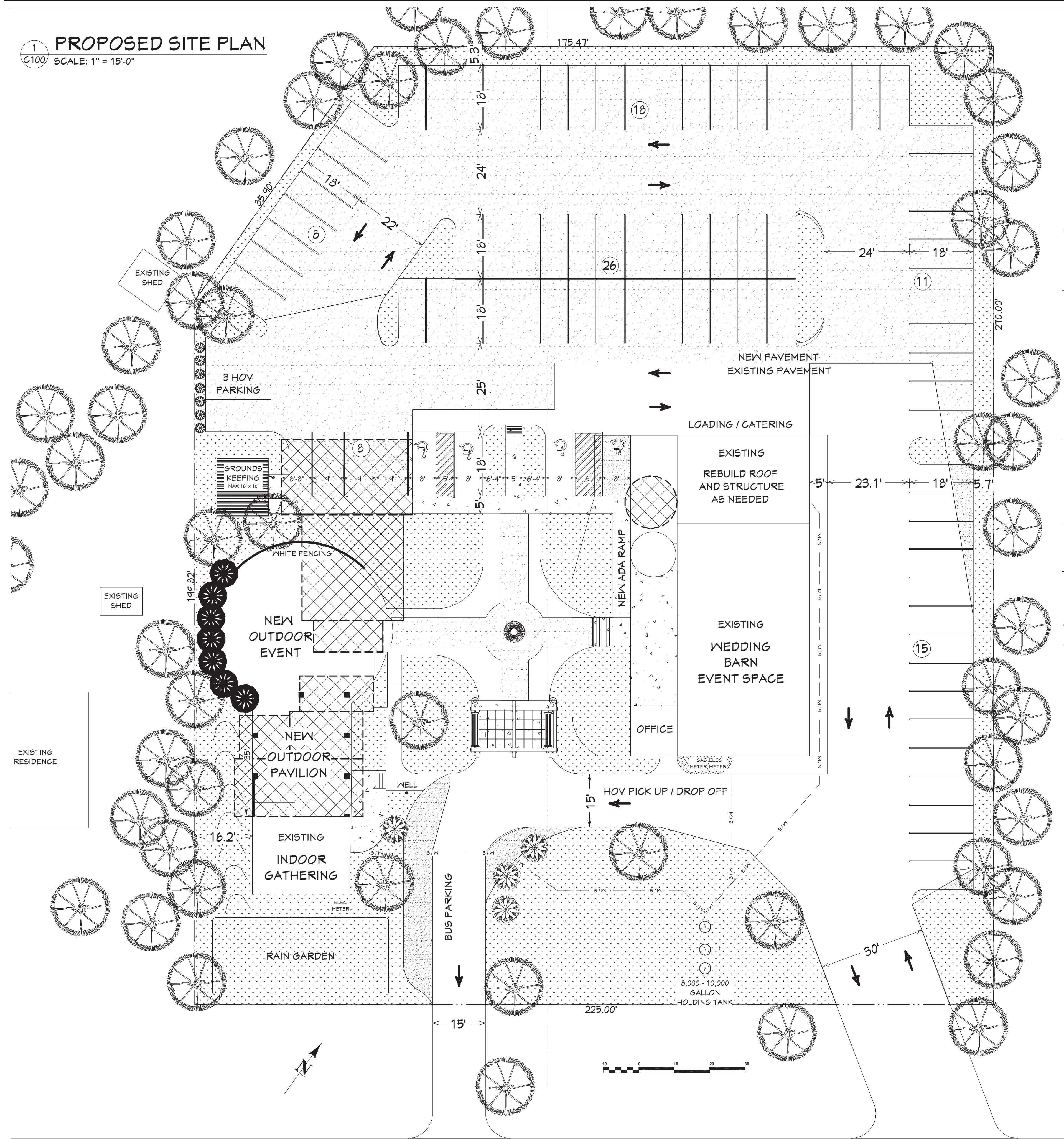
SCALE:
1" = 30'-0"

SHEET:
D000

1 SITE DEMO PLAN
D000 SCALE: 1" = 30'-0"

2 EXISTING SITE PLAN
D000 SCALE: 1" = 30'-0"

SC



ACCESSIBLE PARKING			
TYPE	TOTAL	RANGE	REQ'D
AUTO STALLS	90	76-100	4
VAN STALLS	90	1 PER 6	1

TOTAL ON SITE PARKING STALLS 90

(1) SPACE / (3) PERSONS = PARKING CAPACITY 270

OCCUPANCY LOAD CALCULATIONS

BUILDING NAME	ROOM/SPACE	AREA	SPEC	OCCUPANCY
PAVILION	INDOOR GATHERING	586 SF	15 NET	40
PAVILION	SERVER BAR	78 SF	100 GROSS	1
PAVILION	UNISEX	56 SF	50 GROSS	1
PAVILION	UNISEX	56 SF	50 GROSS	1
		PAVILION TOTAL		43

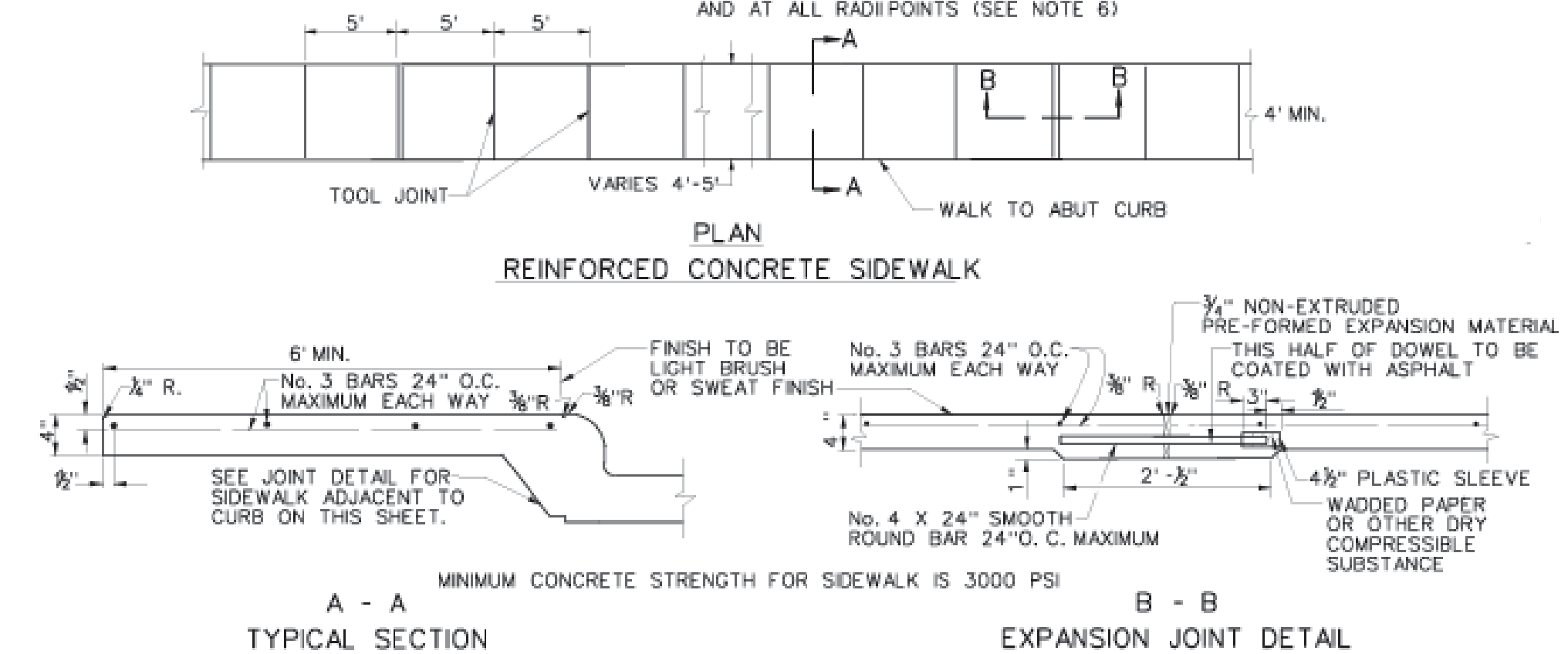
BARN - 1	OFFICE	173 SF	100 GROSS	2
BARN - 1	BACK BAR	335 SF	100 GROSS	4
BARN - 1	TERRACE VENUE	1,335 SF	15 NET	84
BARN - 1	CATERER STAGING	332 SF	200 GROSS	2
BARN - 1	UTILITY	25 SF	300 GROSS	0
BARN - 1	CORRIDOR	185 SF	100 GROSS	2
BARN - 1	WOMEN	128 SF	15 NET	6
BARN - 1	MEN	120 SF	15 NET	5
BARN - 1	STAIR / CORRIDOR	183 SF	100 GROSS	2

BARN - 2	BARN VENUE	2,016 SF	15 NET	135
BARN - 2	WOMEN	170 SF	15 NET	6
BARN - 2	MEN	118 SF	15 NET	5
BARN - 2	CORRIDOR	38 SF	100 GROSS	0
BARN - 2	STAIR	130 SF	100 GROSS	2

BARN - 3	LOFT VENUE	696 SF	15 NET	38
BARN - 3	STAIR	130 SF	100 GROSS	2

20% REDUCTION FACTOR FOR SHUTTLE / HOV - 274 PERSONS

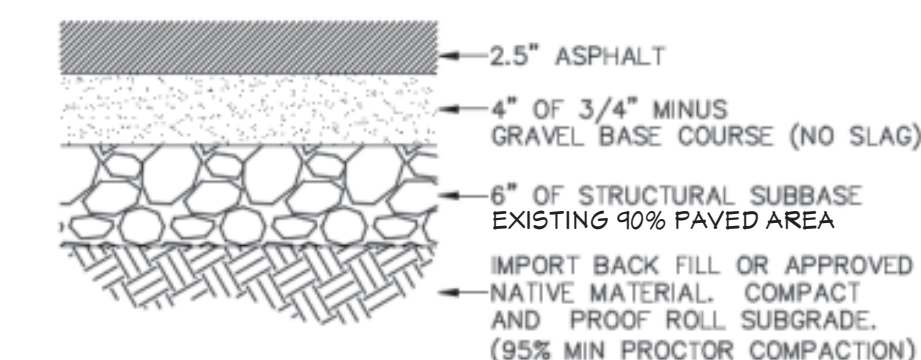
STATED MAXIMUM CAPACITY FOR ENTIRE FACILITY @ 300
PAVILION AND OUTDOOR AREAS ACCESSORY TO PRIMARY USE



NOTES:

1. ALL HONEYCOMBS IN BACK OF CURB TO BE TROWEL-PLASTERED BEFORE POURING SIDEWALK.
2. FOR SIDEWALKS AGAINST EXISTING CURB, KEYWAY SHALL BE REPLACED WITH 12" LONG NO. 4 OR GREATER BARS INTO EXISTING BACK CURB AND EPOXY GROUTED ON 24".
3. PAYMENT FOR KEYWAY SUBSIDIARY TO SIDEWALK LUG PAY ITEM.
4. PAYMENT FOR EXCAVATION, BORROW AND COMPACTION IS SUBSIDIARY TO CONCRETE SIDEWALK.
5. 2" DRAFT FILL TO BE PLACED UNDER SIDEWALK TO A MINIMUM OF 6 INCHES TO 95% DENSITY WITH A MOISTURE WITHIN -2% TO -4% OF OPTIMUM MOISTURE.
6. 3/4" EXPANSION JOINTS SHALL BE PROVIDED AT STREET EXPANSION JOINTS AND AT A MAXIMUM OF 12' IN LINE. STREET SAW JOINTS A TOOL MARKED GROOVE SHALL BE PROVIDED @ INTERMEDIATE STREET SAW JOINTS.
7. ALL PROPOSED SIDEWALKS MUST BE DOWELED INTO EXISTING SIDEWALK USING NO. 3 DEFORMED BARS AT 12' ON CENTER. SEE DETAIL DESIGN MANUAL.
8. MINIMUM CONCRETE STRENGTH FOR SIDEWALK IS 3000 PSI.

BARRIER FREE RAMPS AT LEAD WALKS



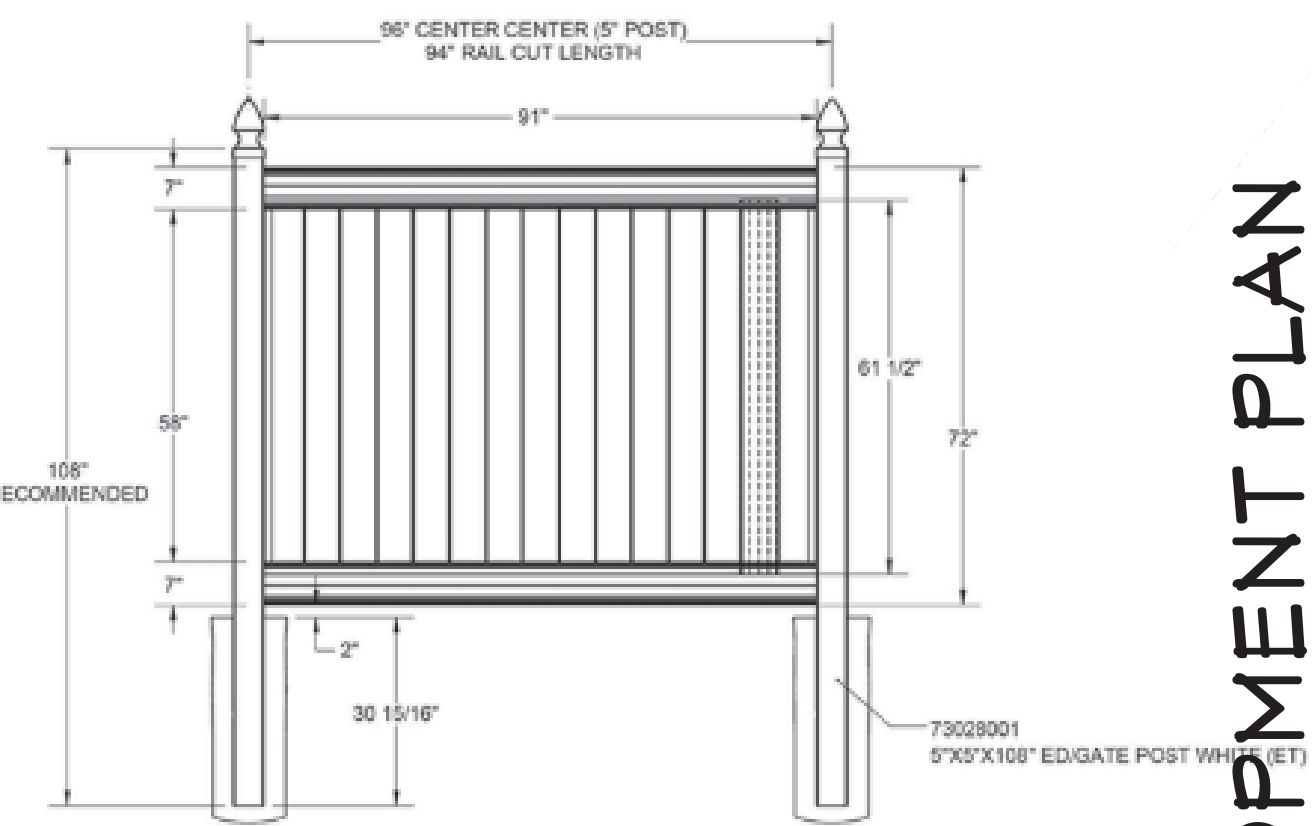
NOTES:

EXISTING PAVEMENT TO REMAIN

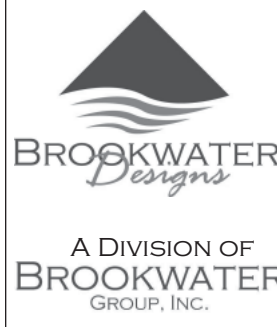
SMOOTH TRANSITIONS OLD TO NEW

QUOTE RESURFACING / SEALING OF EXISTING SEPARATE

ACCESSIBLE ROUTE - EXTERIOR		
SIDEWALK	WIDTH	THE MINIMUM CLEAR WIDTH OF A ACCESSIBLE ROUTE SHALL BE 36" EXCEPT AT DOORS. IF A ROUTE IS LESS THAN 60" CLEAR WIDTH, THEN PASSING SPACES AT LEAST 60" BY 60" SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200'.
	SLOPE	NO MORE THAN 1:20, CROSS SLOPE NOT TO EXCEED 1:50
	HANDRAILS	NOT REQUIRED ON THE EXTERIOR WALKS EXCEPT WHERE ADJACENT TERRAIN EXCEEDS 1:4 (25%) DOWNWARD SLOPE AWAY FROM WALK.
RAMP	WIDTH	THE MINIMUM CLEAR WIDTH OF A RAMP SHALL BE 36".
SURFACE	SLOPE	THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP SHALL BE 1:12.
	HANDRAILS	IF A RAMP RUN HAS A RISE GREATER THAN 6", OR A HORIZONTAL PROJECTION GREATER THEN 72" (6 FT.), THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS SHALL EXTEND AT LEAST 12" BEYOND THE TOP AND BOTTOM OF THE RAMP SEGMENT AND SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE. TOP OF HANDRAIL GRIPPING SURFACES SHALL BE MOUNTED BETWEEN 34" AND 38" ABOVE RAMP SURFACE.



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:

PRELIMINARY SITE PLAN

PROJECT DESCRIPTION:

HAWTHORNE HILL FARM

HAWTHORNE HILL FARM,
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:

BROOKWATER GROUP

516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

$$1'' = 15'-0''$$

SHEET:

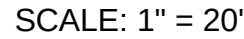
C100

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the City of New Berlin. All permits must be obtained by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the City of New Berlin and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads should not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt and dirt washed from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.



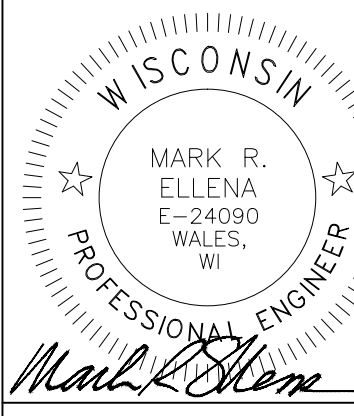
NOTE: ALL UNDERGROUND CONTRACTOR ARE REQUIRED TO FIELD LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. OBTAIN ALL CITY PERMITS PRIOR TO CONSTRUCTION.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LAND SURVEYS INC.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.



HAWTHORNE HILL FARM
16370 W SMALL ROAD, NEW BERLIN, WI

GRADING, PAVING & DRAINAGE PLAN



DATE: 05-29-25
BY: MARK R. ELLENA, PE
SCALE: 1" = 20'

SHEET NUMBER

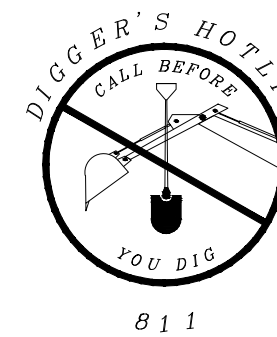
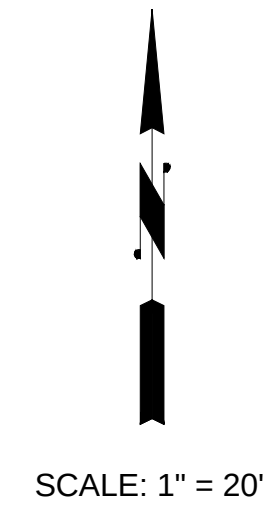
C200

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the City of New Berlin. All permits must be obtained by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the City of New Berlin and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt or dirt tracked from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNR AND THE CITY.

1. INSTALL SILT FENCE AS SHOWN ON THE PLAN.
2. EXCAVATE RAIN GARDEN. INSTALL STONE FILTER AT OUTLET TO ROADSIDE DITCH. DO NOT INSTALL BASIN ENGINEERED FILL AT THIS TIME. RESTORE ALL DISTURBED AREAS WITH EROSION CONTROL MATTING.
3. STRIP UNSUITABLE MATERIAL FROM THE STRUCTURAL AREAS; AS REQUIRED AND HAUL OFFSITE.
4. COMPLETE BUILDING, PARKING & LANDSCAPE AREAS.
5. TOPSOIL, RE-VEGETATE AND STABILIZE ALL REMAINING DISTURBED AREAS.
6. FOLLOWING SITE RESTORATION, REMOVE EXCESS SEDIMENT FROM RAIN GARDEN BOTTOM AND INSTALL ENGINEERED FILL AND RESTORE PER DETAIL.
8. AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE CITY, REMOVE ALL SILT FENCE, STONE OUTLET FILTER AND ANY OTHER TEMPORARY BMP'S.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LAND SURVEYS INC.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.



WISCONSIN

MARK R.
ELLENA
E-24090
WALES,
WI

PROFESSIONAL ENGINEER

Mark R. Ellena

DATE: 05-29-25

BY: MARK R. ELLENA, PE



PER WDNR TECH STANDARD 1057

Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.

Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3: Select fabric type based on soil conditions and vehicles loading.

Note 4: Access point at the center full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

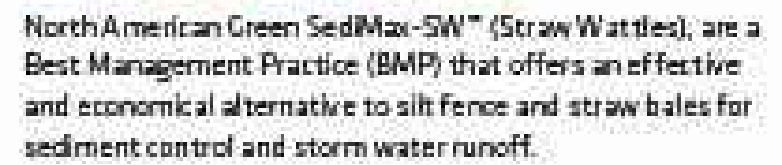
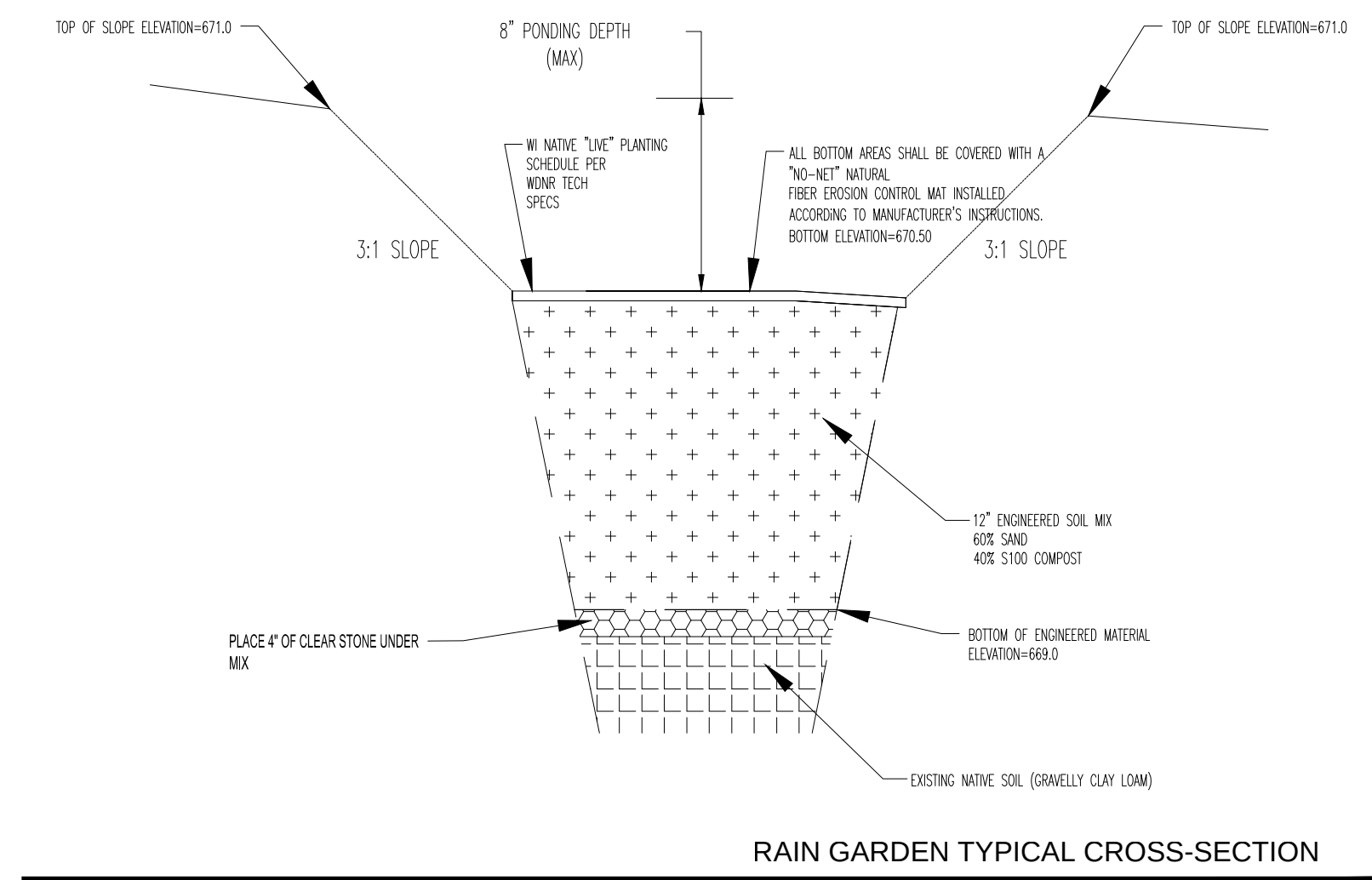
Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

THE DETENTION VOLUME REQUIRED FOR THIS SITE WILL BE MET USING 1 RAIN GARDEN AS SHOWN ON PLAN. THIS PROPOSED GREEN INFRASTRUCTURE SYSTEM EXCEED THE REQUIRED UNIT DETENTION VOLUME OF THE PROPOSED IMPERVIOUS SURFACES ON THE PROPERTY.

RAIN GARDEN MAINTENANCE TASKS	TIMELINE
EVALUATE WATERING NEEDS AND IMPLEMENT WATERING WHERE NECESSARY.	WEEKLY
HAND-WEED AND DISPOSE OF PULLED WEEDS OFF-SITE.	WEEKLY
CHECK & CLEAN ALL TRIBUTARY SWALES	MONTHLY
CHECK ALL SUBSURFACE DRAINS & CLEAR AS NEEDED	SPRING & FALL

AREA	SQUARE FEET
TOTAL PROPOSED IMPERVIOUS (SF)	16,427 S.F.
DETENTION VOLUME REQUIRED (GALLONS)	5,124 GALLONS
(1/2" RAIN X TOTAL AREA = 685 CUBIC FEET)	

RAIN GARDEN: (4.4 gallons per square foot)		
	AREA (SQ. FT.)	UNIT DETENTION VOLUME (GAL.)
PROPOSED RAIN GARDEN	1200	5,984
TOTAL UNIT DETENTION VOLUME=		5,984 GALLONS (5,124 GAL. REQUIRED)



Straw Wattles are a temporary sediment control device and are not intended to replace Rolled Erosion Control Products (RECPs) or Hydraulic Erosion Control Products (HECPs). If vegetation is desired for permanent erosion control, North American Green recommends that RollMax™ or HydralMax™ Systems be used to provide effective immediate erosion control until vegetation is established. SeedMax™ Systems may be used in conjunction with blankets, mats and mulches as supplemental sediment and runoff control for these applications. Like all sediment control devices, the effectiveness of SeedMax Systems is dependent on storage capacity.

3. Begin at the location where the wattle is to be installed by excavating a 2 to 3 in. (5-7.5 cm) deep x 9 in. (22.9 cm) wide trench along the contour of the slope. Excavated soil should be placed upslope from the anchor trench (Figure 7).

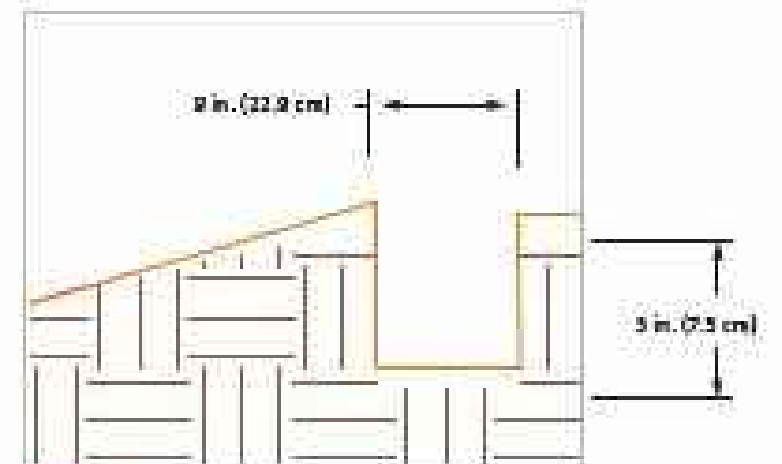


FIGURE 7

- Place the wattle in the trench so that it contours to the soil surface. Compact soil from the excavated trench against the wattle on the uphill side. Wattles should tightly abut (Figure 8).

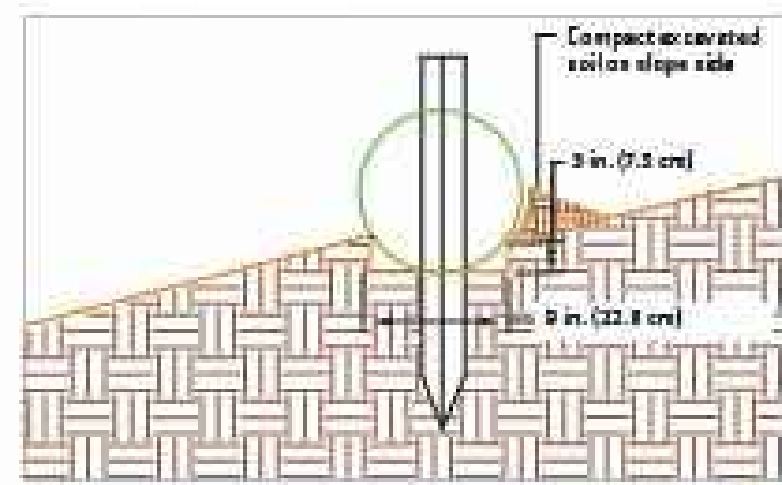


FIGURE 11

- b) Secure the wattle with a minimum of 18 to 24 in. (45.7-61 cm) stakes every 3 to 4 ft (0.9-1.2 m) and with a stake on each end. Stakes should be driven through the middle of the wattle leaving at least 2 to 3 in. (5-7.5 cm) of stake extending above the wattle (Figure 9). Stakes should be driven perpendicular to the slope face. Spacing of SedMax-SW on slope will vary based on the slope grade (Figure 10).

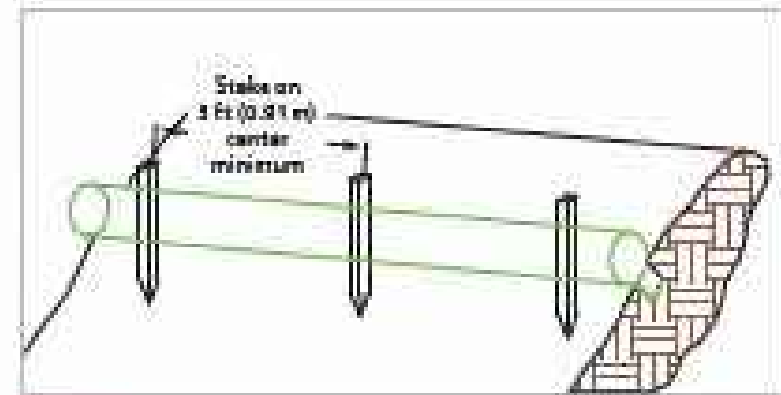


FIGURE 3

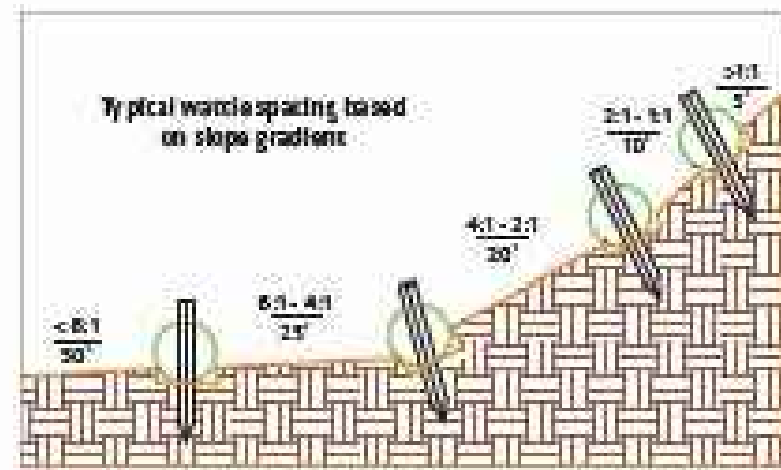
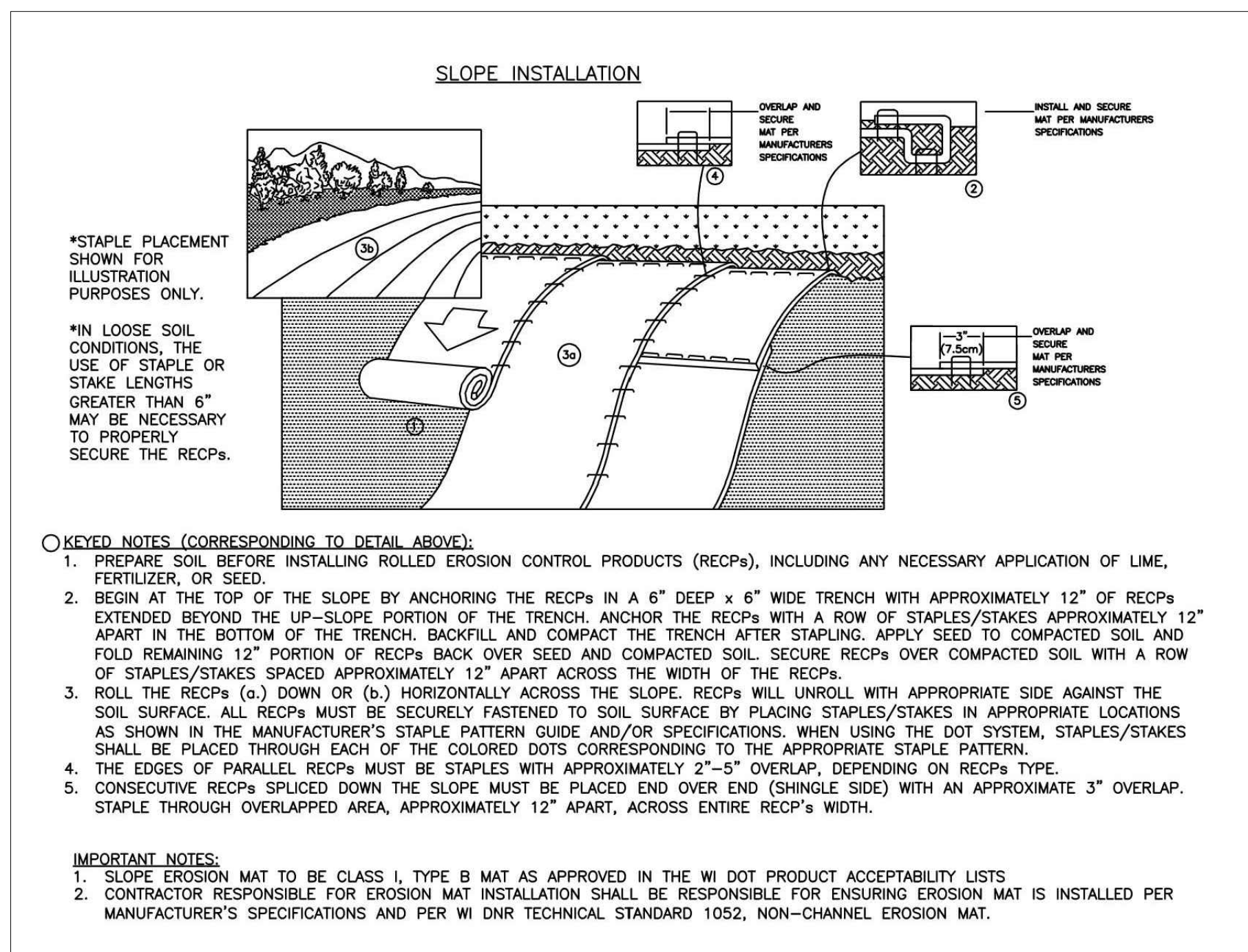


FIGURE 10

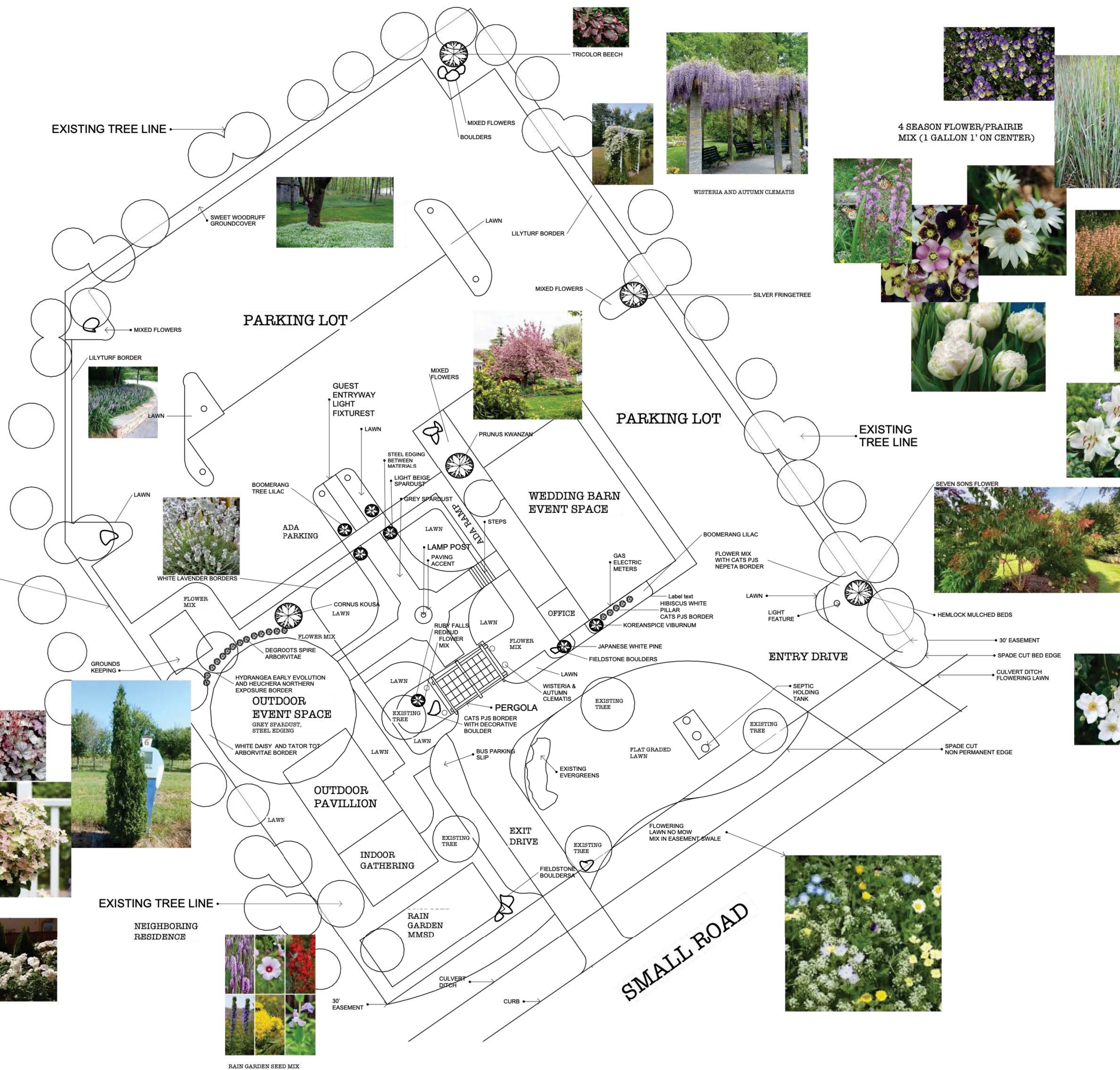
For additional installation assistance on Sedimax Systems, please call 800-772-2040, visit nagreen.com or e-mail info@nagreen.com and we will be happy to put you in touch with your erosion control specialist who can assist you.



STRAW WATTLE DETAIL

EROSION MATTING: WDNR TS-1052

[illegible]



LANDSCAPE DESIGN

EDIBLE * SUSTAINABLE * LOCAL

Katie Jean Fedorski
(262) 483-3901
katie.jean.fedorski@gmail.com

5 ACRE FARM
812 CHURCH ST UNIT 2
ALLENTON, WI 53002



PROJECT HAWTHORNE HILL FARM

Brookwater Group

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

PROJECT DETAILS
EVENT VENUE
Drawn By:

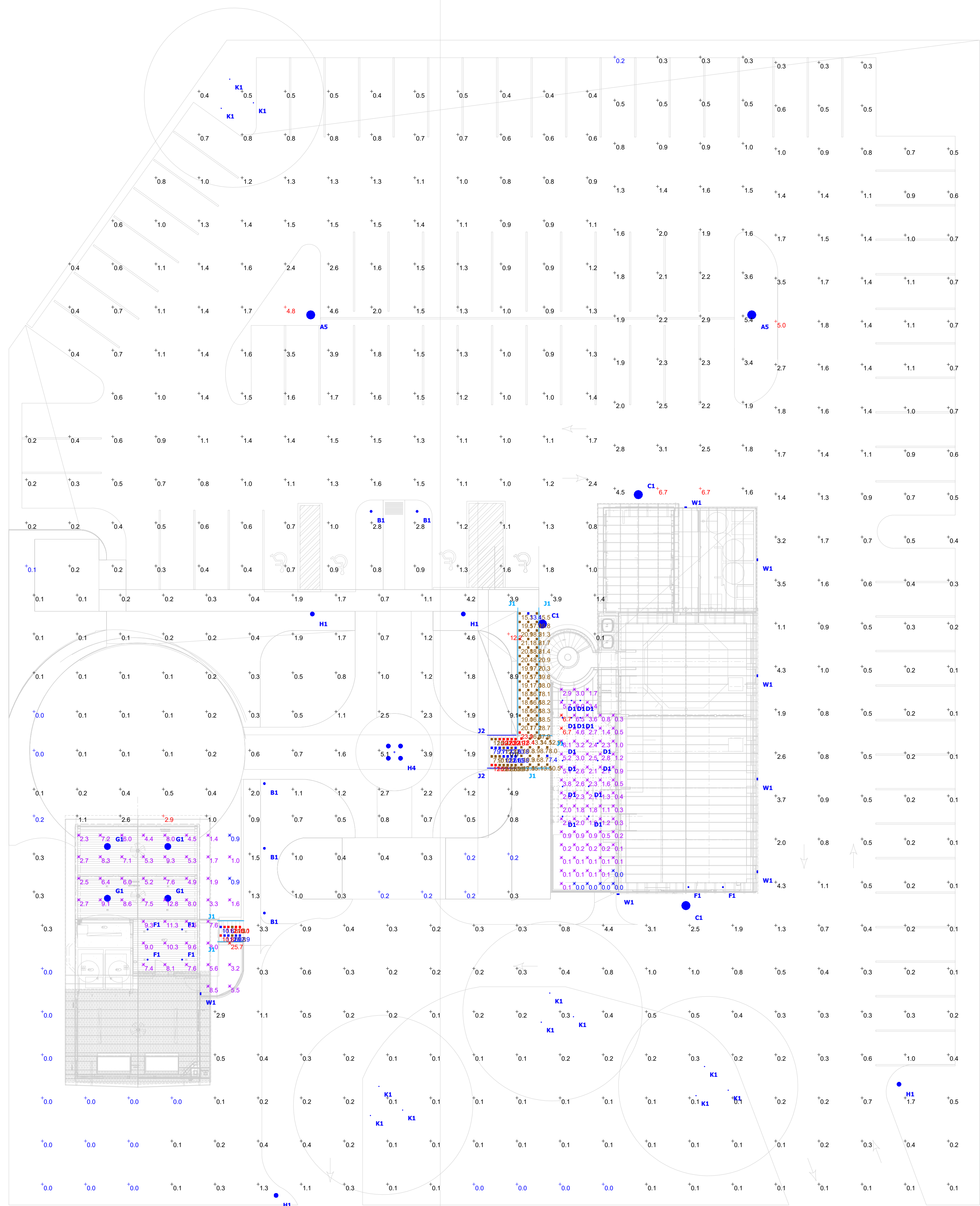
Drawn By:
Katie Jean

ISSUE DATE
5-29-25

PROJECT ADDRESS
16370 W SMALL RD
NEW BERN IN WT

NEW BERLIN, WI
53151

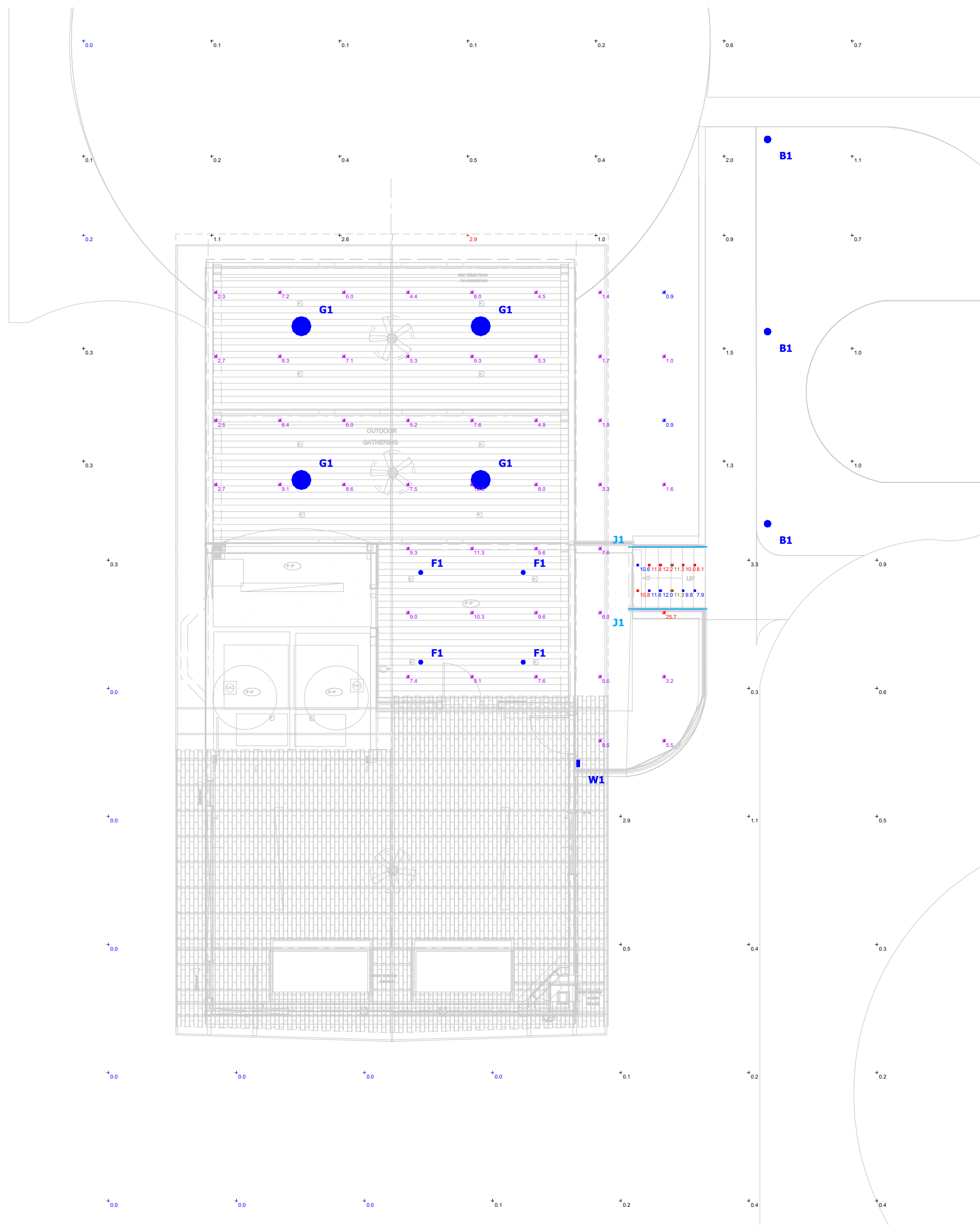
01



Plan View
Scale - 1" = 14ft

Schedule							
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	Input Power
	A5	2	U.S. ARCHITECTURAL LIGHTING	GLX-VLED-VSQ-100LED-525mA-30K-120-BLACK	160W, 3000K DECORATIVE LED POST TOP AREA LIGHT, TYPE 5 DISTRIBUTION - MOUNTED TO TOP OF 20' POLE	162	160
	B1	5	KUZZO LIGHTING	EB490xx-BK-UNV	42", 3000K, 42" BOLLARD, SYMMETRICAL DISTRIBUTION	839	24.7
	C1	3	BARN LIGHT	G-WHS18-10X-G32-NA-10X-NA-NA-NA-LED38-3000K-DL	24" WAREHOUSE SHADE WITH 38W INTEGRAL LED AND 2' GOOSE NECK ARM	3000	38
	D1	14	GM LIGHTING	GML-RO-B	1W RECESSED MINI DOWNLIGHT - RECESSED IN PERGOLA	86	1
	F1	6	MAXIM LIGHTING	57690-XX	5.5" DIAMETER SURFACE DOWNLIGHT DISC	898	12.3
	G1	4	BARNLIGHT	BLE-S-WHS14-100-ST524-NA-100-NA-NA-NA-LED16-3000K-FL	16" WAREHOUSE SHADE PENDANT WITH 16W INTEGRAL LED FLAT LENS AND 24" STEM	1250	16
	H1	4	LIVEX LIGHTS	7522-XX	DECORATIVE SINGLE POST TOP WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMP (S12447) - MOUNTED TO 6' DECORATIVE POST TO MATCH TYPE H4 (7709-XX)	2711	18.5561
	H4	1	LIVEX LIGHTS	7711-XX	DECORATIVE QUAD POST WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMPS (S12447) - 93" HEIGHT	2711	74.2244
	J1	6	GM LIGHTING	LTR-P-WP-24V-1.5W-30K-XXFT	1.5W/FT, 3000K, WET LOCATION TAPE LIGHT IN RAILING CHANNEL - WITH DIMMABLE DRIVER	121	1.5
	J2	2	GM LIGHTING	LTR-P-WP-24V-3.0W-30K-XXFT	3.0W/FT, 3000K WET LOCATION TAPE LIGHT IN RAILING CHANNEL WITH DIMMABLE DRIVER	225	3
	K1	12	HINKLEY	1536BSK-WMA27K	SMALL GROUND OR TREE MOUNTED ADJUSTABLE LANDSCAPE UPLIGHT 2700K	691	12
	W1	7	AFX	POLW0708LAJDXX	ADJUSTABLE LED WALLPACK - 3000K, 15W	1881	15

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST STAIR AVERAGE		15.2 fc	23.4 fc	7.7 fc	3.0:1	2.0:1
EAST STAIR LANDING		11.7 fc	18.4 fc	7.4 fc	2.5:1	1.6:1
PAVILLION AREA		6.5 fc	25.7 fc	0.9 fc	28.6:1	7.2:1
RAMP		18.7 fc	23.9 fc	13.4 fc	1.8:1	1.4:1
SITE CENTER AREA		1.2 fc	12.2 fc	0.0 fc	N/A	N/A
SITE PERIMETER - PARKING AND FRONT GRASSY AREA		1.0 fc	6.7 fc	0.0 fc	N/A	N/A
WEST STAIR AVERAGE		10.6 fc	12.2 fc	7.9 fc	1.5:1	1.3:1
BARN PATIO		1.8 fc	6.7 fc	0.0 fc	N/A	N/A



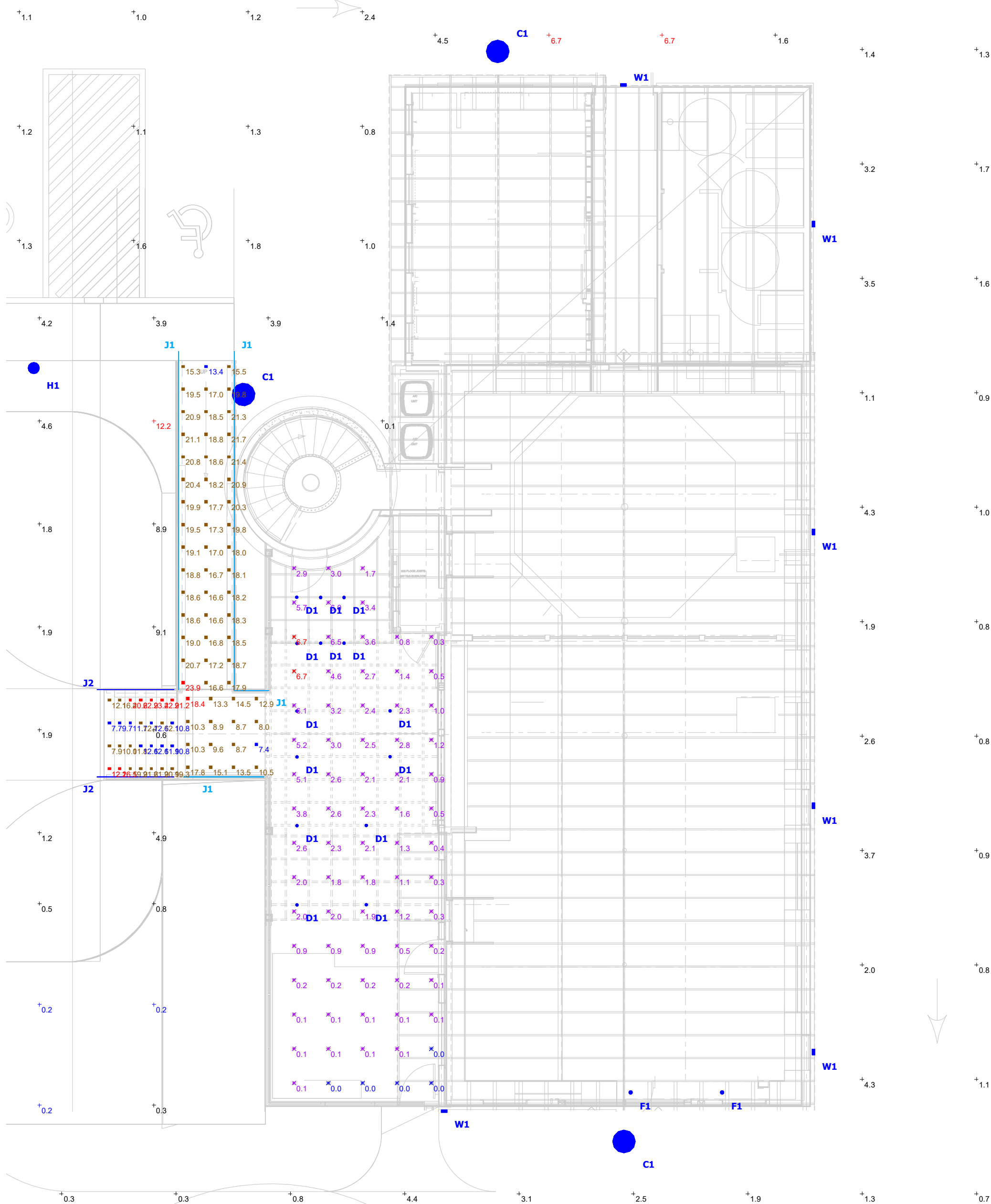
Plan View - A

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST STAIR AVERAGE		15.2 fc	23.4 fc	7.7 fc	3.0:1	2.0:1
EAST STAIR LANDING	■	11.7 fc	18.4 fc	7.4 fc	2.5:1	1.6:1
PAVILLION AREA	✕	6.5 fc	25.7 fc	0.9 fc	28.6:1	7.2:1
RAMP	■	18.7 fc	23.9 fc	13.4 fc	1.8:1	1.4:1
WEST STAIR AVERAGE		10.6 fc	12.2 fc	7.9 fc	1.5:1	1.3:1
BARN PATIO	✕	1.8 fc	6.7 fc	0.0 fc	N/A	N/A

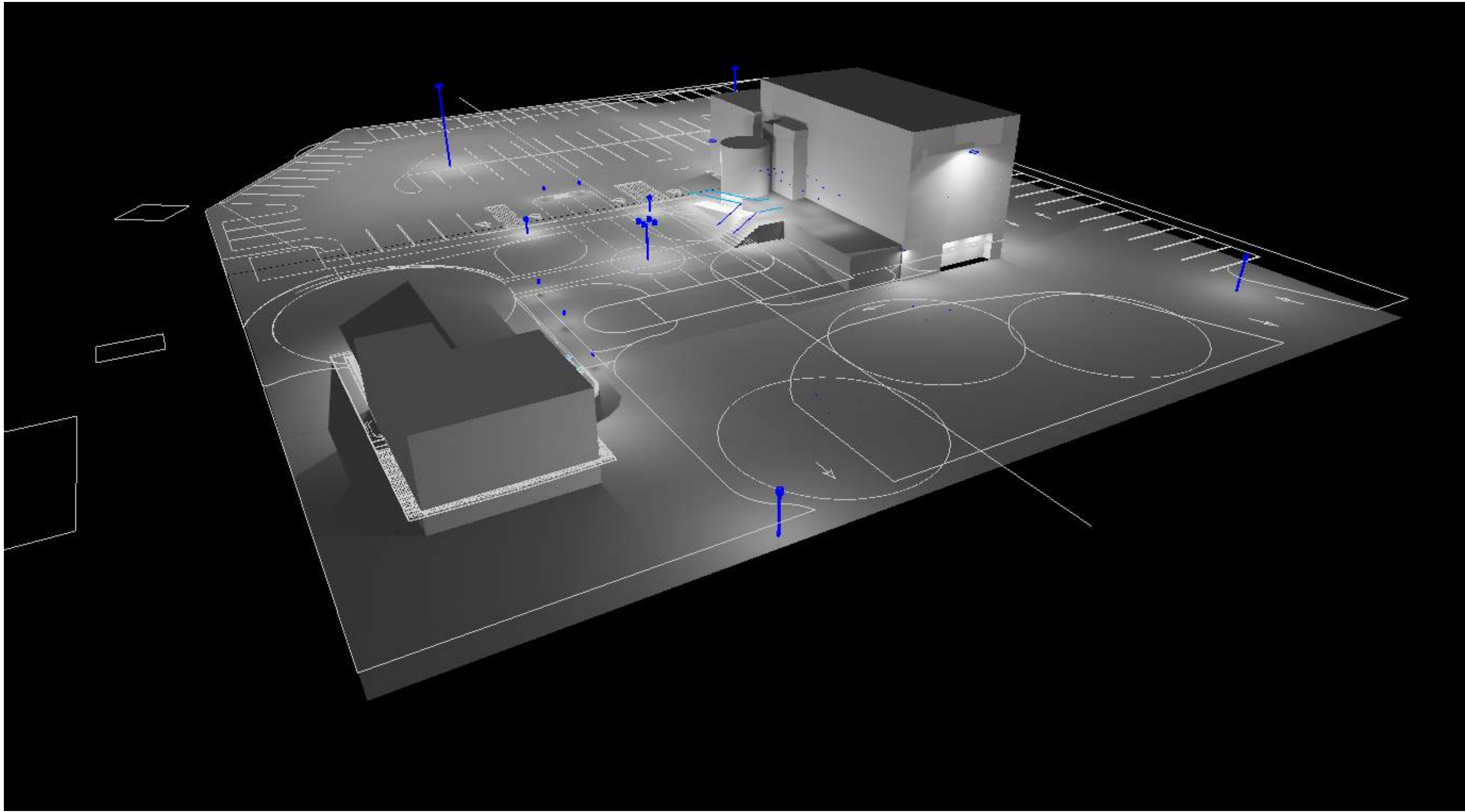
Schedule							
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	Input Power
	B1	5	KUZCO LIGHTING	EB490xx-BK-UNV	42", 3000K, 42" BOLLARD, SYMMETRICAL DISTRIBUTION	839	24.7
	C1	3	BARN LIGHT	G-WHS18-10X-G32-NA-10X-NA-NA-NA-LED38-3000K-DL	24" WAREHOUSE SHADE WITH 38W INTEGRAL LED AND 2' GOOSE NECK ARM	3000	38
	D1	14	GM LIGHTING	GML-RO-B	1W RECESSED MINI DOWNLIGHT - RECESSED IN PERGOLA	86	1
	F1	6	MAXIM LIGHTING	57690-XX	5.5" DIAMETER SURFACE DOWNLIGHT DISC	898	12.3
	G1	4	BARNLIGHT	BLE-S-WHS14-100-ST524-NA-100-NA-NA-NA-LED16-3000K-FL	16" WAREHOUSE SHADE PENDANT WITH 16W INTEGRAL LED FLAT LENS AND 24" STEM	1250	16
	H4	1	LIVEX LIGHTS	7711-XX	DECORATIVE QUAD POST WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMPS (S12447) - 93" HEIGHT	2711	74.2244
	J1	6	GM LIGHTING	LTR-P-WP-24V-1.5W-30K-XXFT	1.5W/FT, 3000K, WET LOCATION TAPE LIGHT IN RAILING CHANNEL - WITH DIMMABLE DRIVER	121	1.5
	J2	2	GM LIGHTING	LTR-P-WP-24V-3.0W-30K-XXFT	3.0W/FT, 3000K WET LOCATION TAPE LIGHT IN RAILING CHANNELWITH DIMMABLE DRIVER	225	3
	W1	7	AFX	POLW0708LAJDXX	ADJUSTABLE LED WALLPACK - 3000K, 15W	1881	15

Plan View

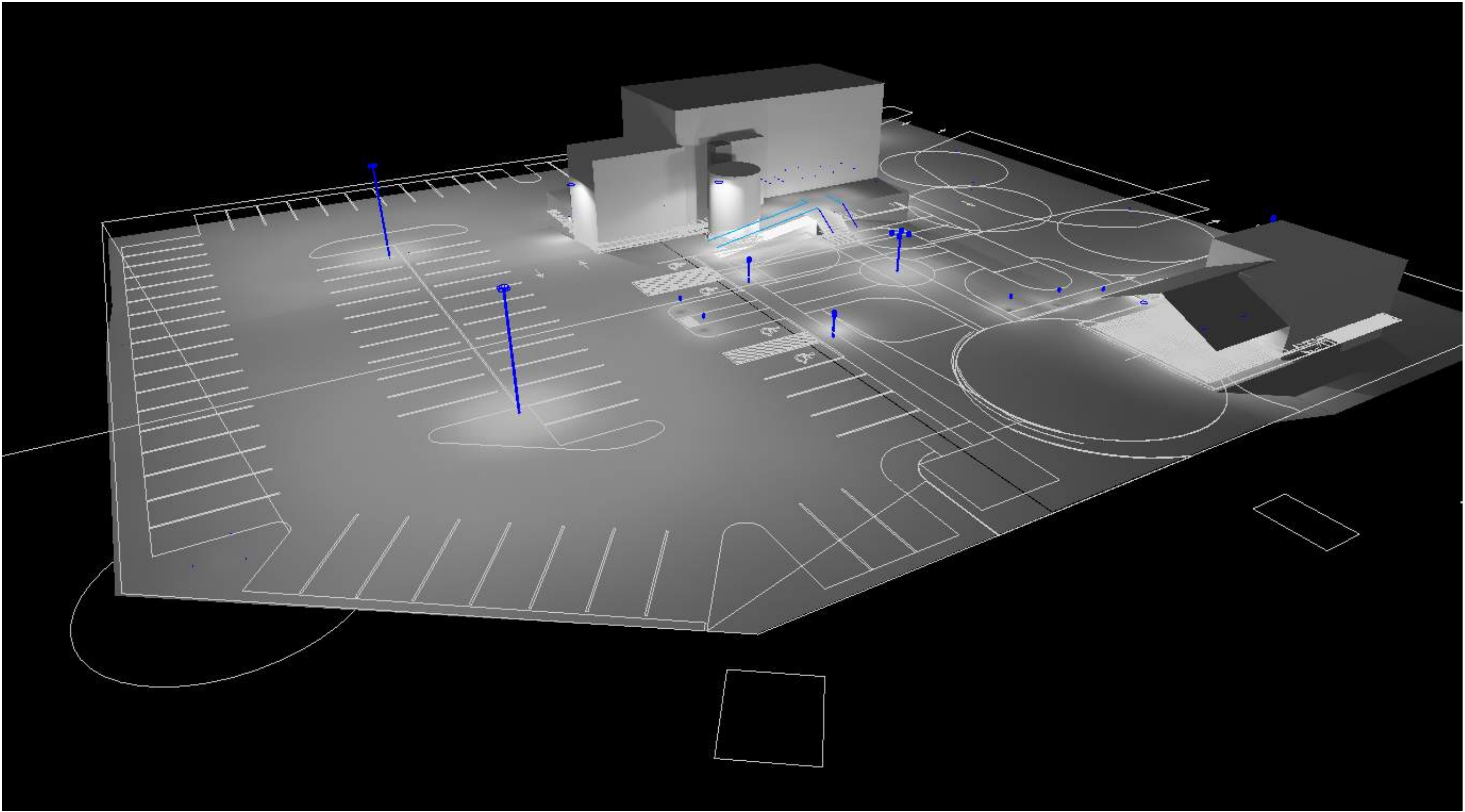
Scale - 1" = 8ft



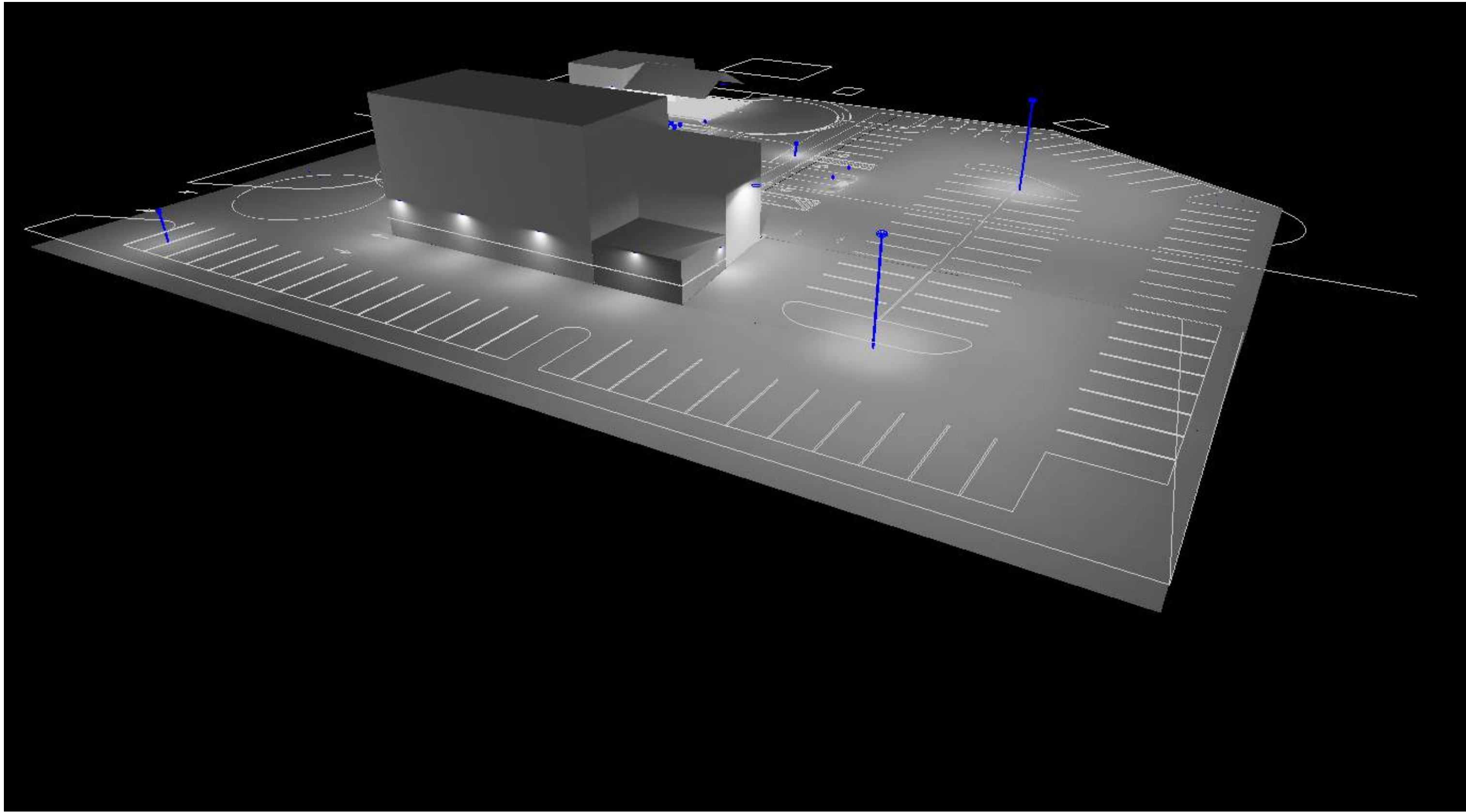
Plan View - A



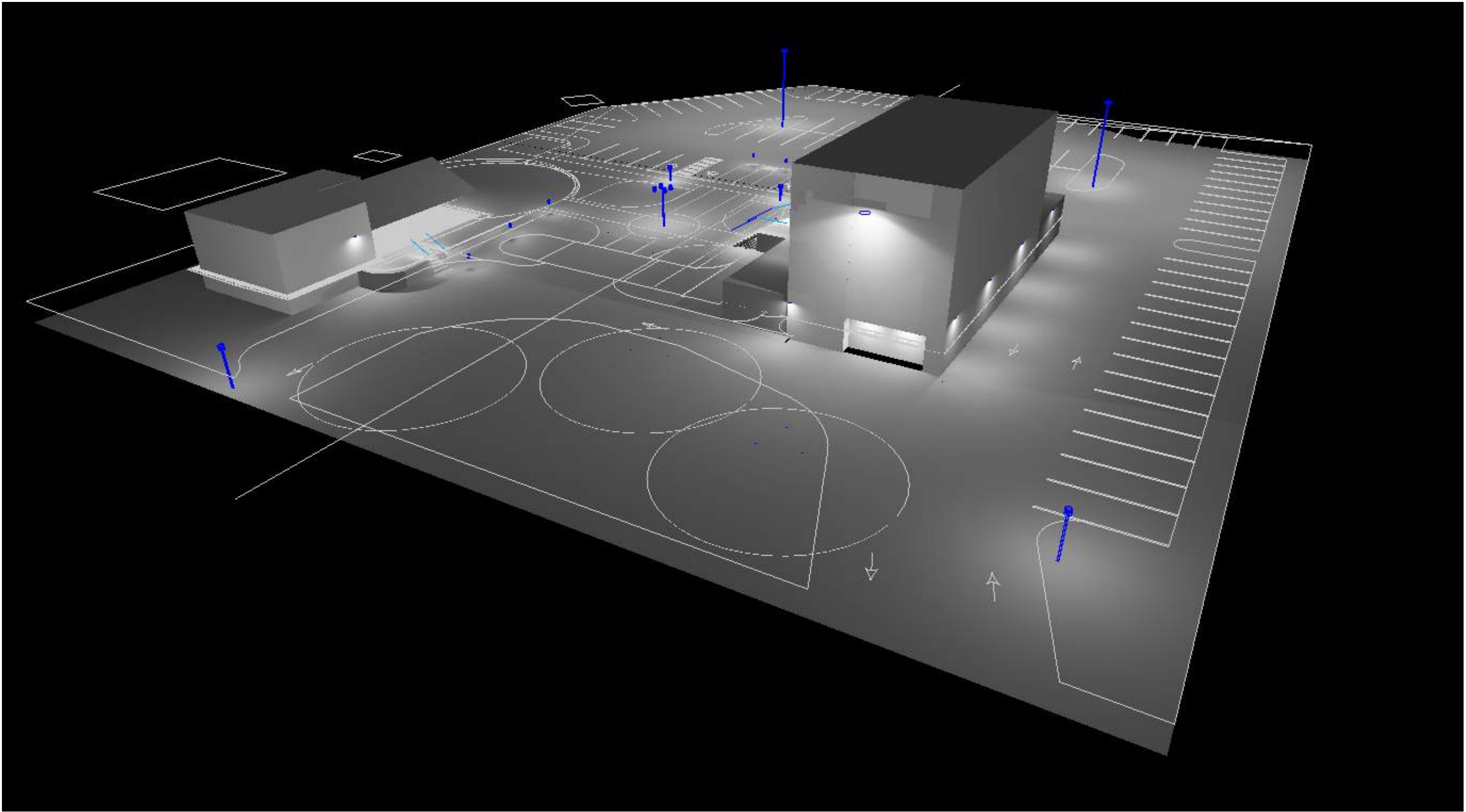
View #1



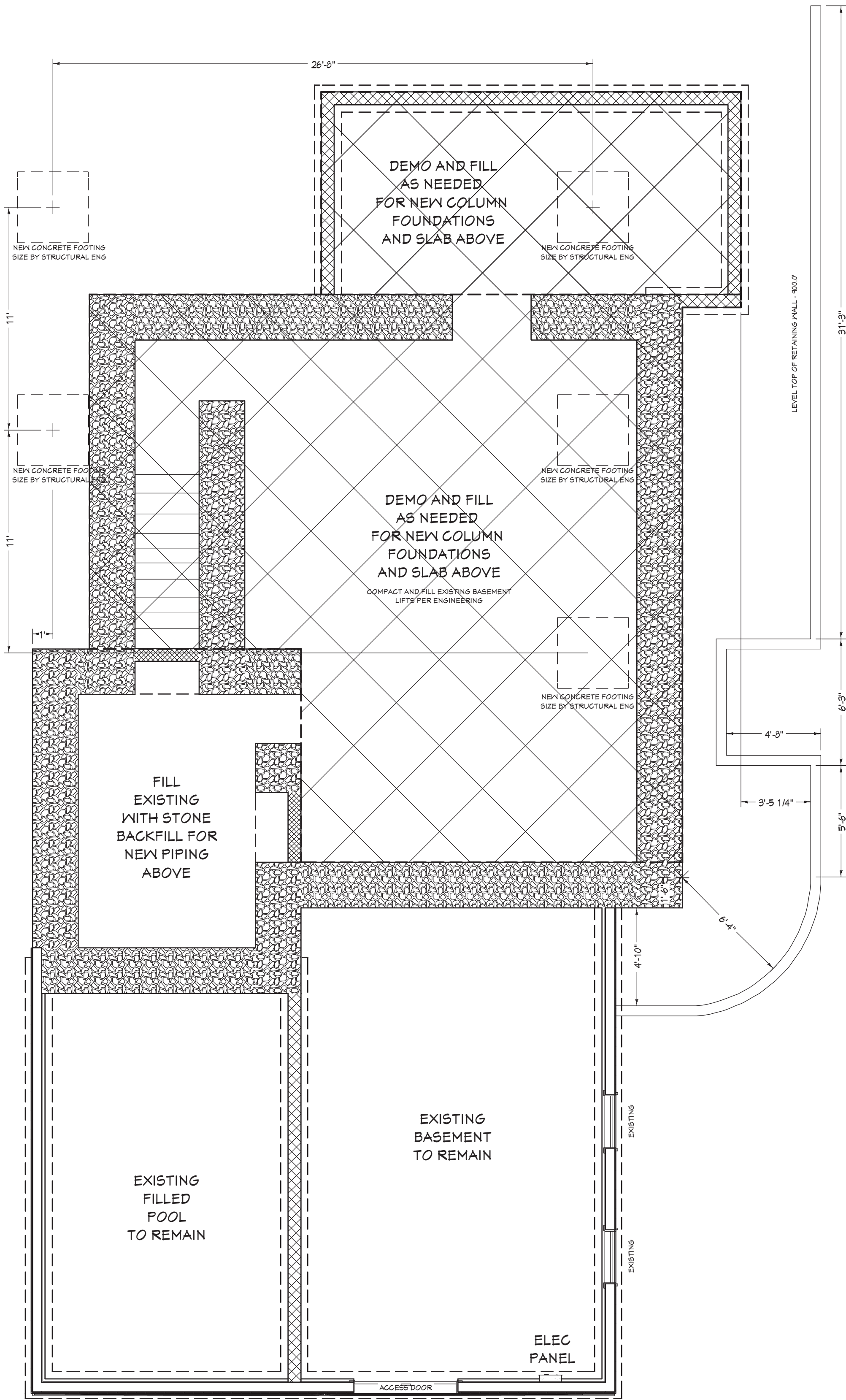
View #2



View #3

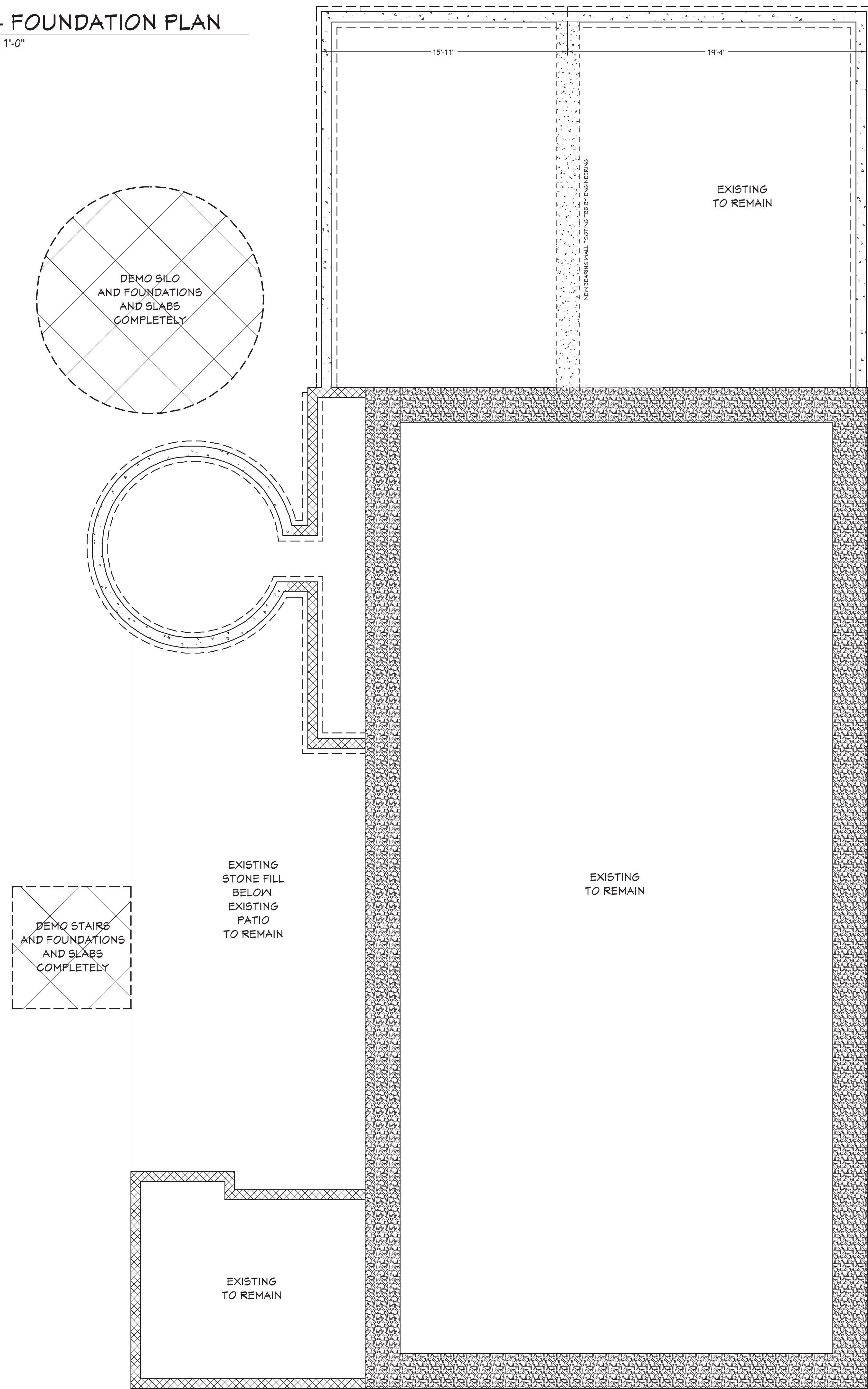


View #4

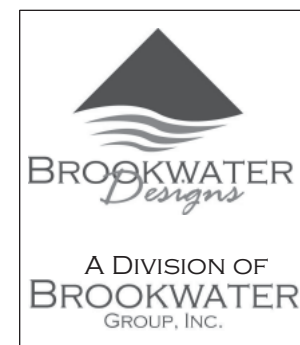


1
A4 PAVILION - FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

2
A4 BARN - FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:	FOUNDATION DEMOLITION PLAN
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PROJECT DESCRIPTION:	HAWTHORNE HILL FARM
	HAWTHORNE HILL FARM, LLC
	16370 W SMALL ROAD
	NEW BERLIN, VT 53151

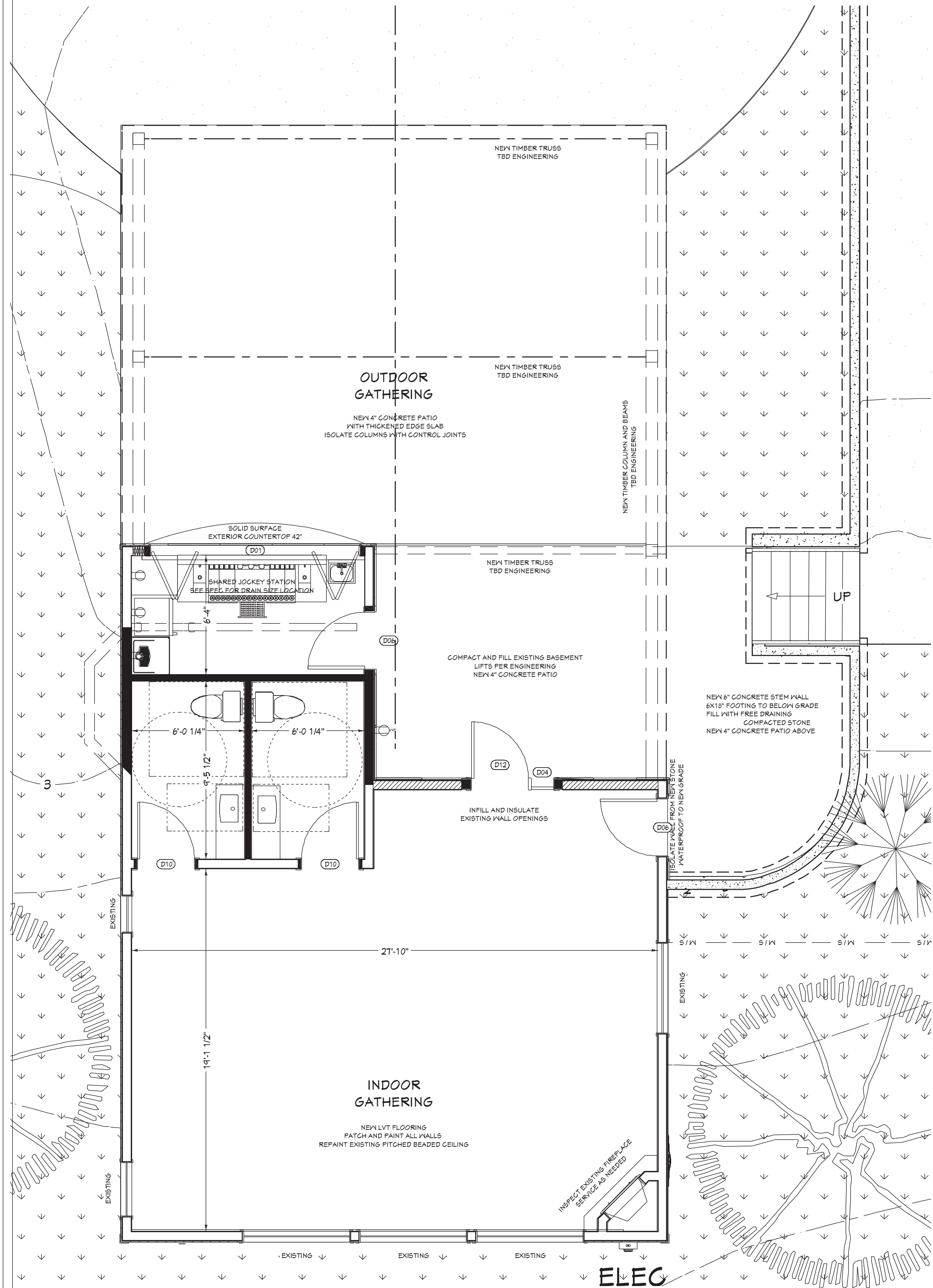
DRAWINGS PROVIDED BY:	BROOKWATER GROUP
	1516 HILL ROAD
	GREENLEAF, VT 54126
	800-353-5684 www.thebrookwatergroup.com

DATE:	5/30/2025
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SCALE:	1/4" = 1'-0"
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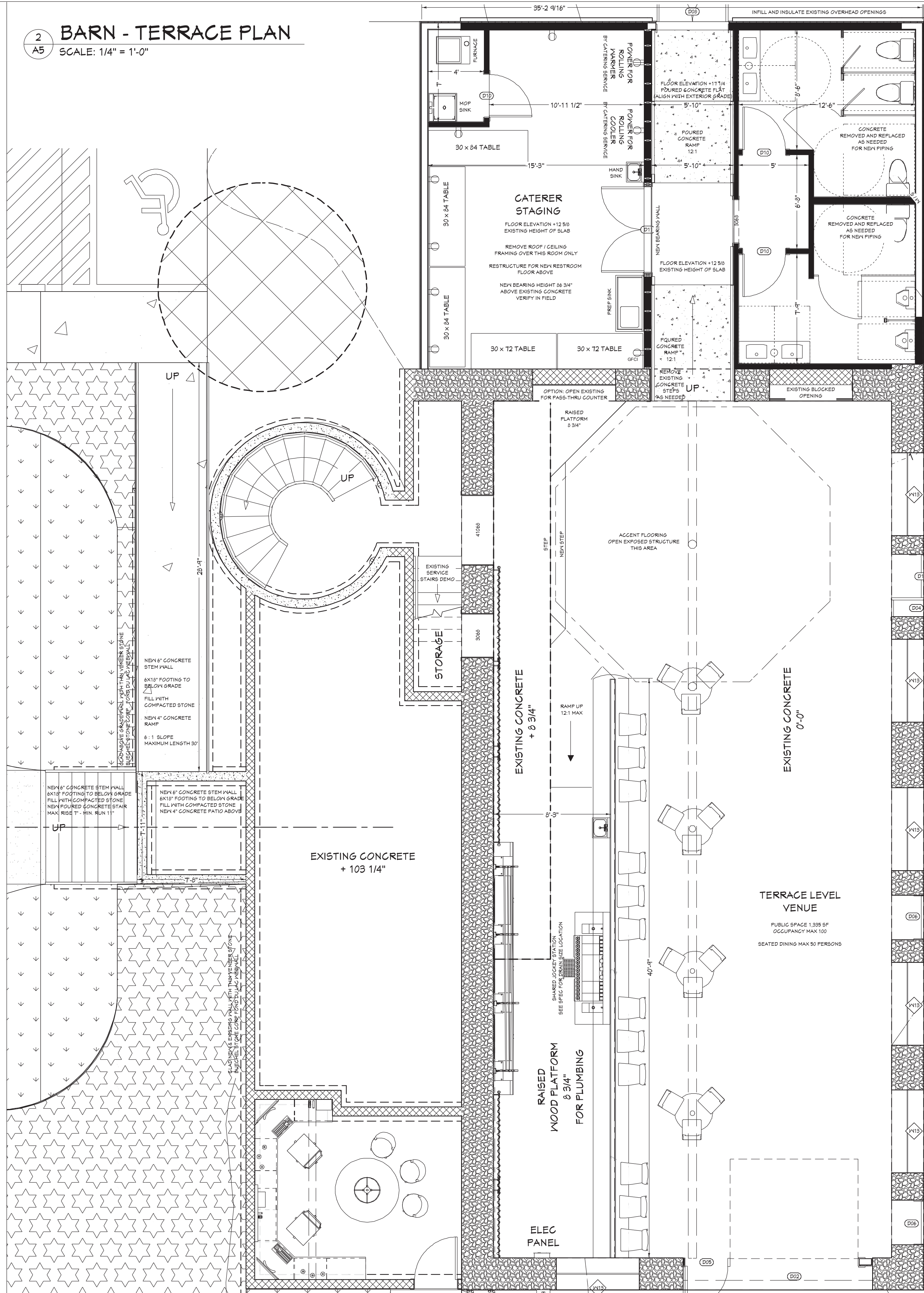
SHEET:	A-1
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WINDOW SCHEDULE						
NUMBER	QTY	SIZE	WIDTH	HEIGHT	MANUFACTURER	COMMENTS
W01	1	1336LV	15"	42"		WALL LOUVER
W02	1	2820LV	32"	24"		WALL LOUVER
W04	2	2222FX	26"	26"		ROUND WINDOW
W05	6	2820FX	32"	24"		
W07	1	2846FX	32"	54"		
W08	4	31060FX	46"	72"		
W10	4	3624FX	42"	28"		
W12	1	4646FX	54"	54"		
W13	6	51039FX	70"	45"		
W14	2	51056FX	70"	66"		
W15	2	5260FX	62"	72"		
W16	1	5346FX	63"	54"		
W17	2	5656FX	66"	66"		

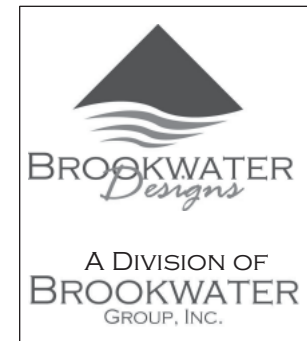


1
A5
PAVILION - MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"

2
A5
BARN - TERRACE PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
TERRACE LEVEL
FLOOR PLAN

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

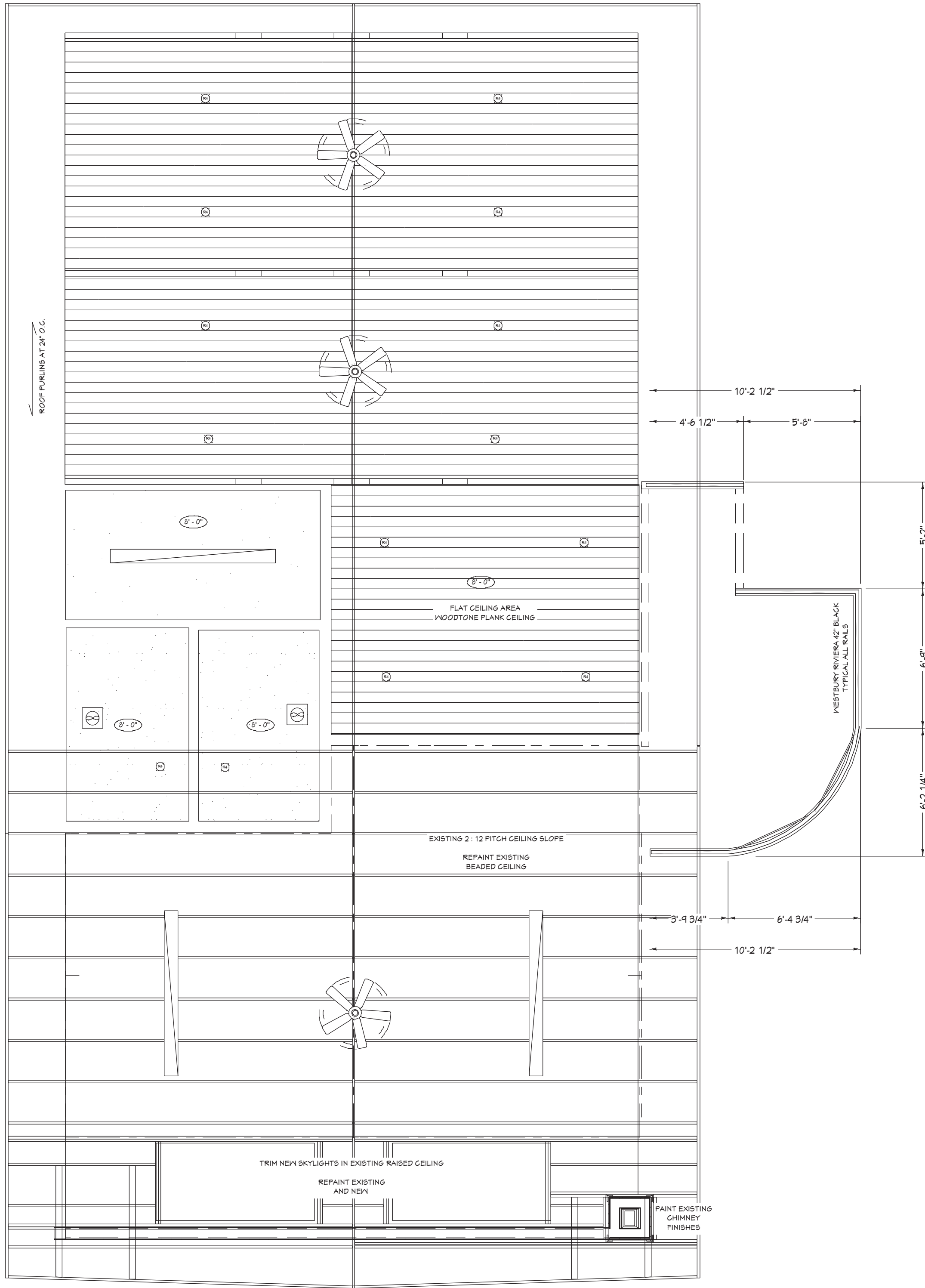
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
1/4" = 1'-0"

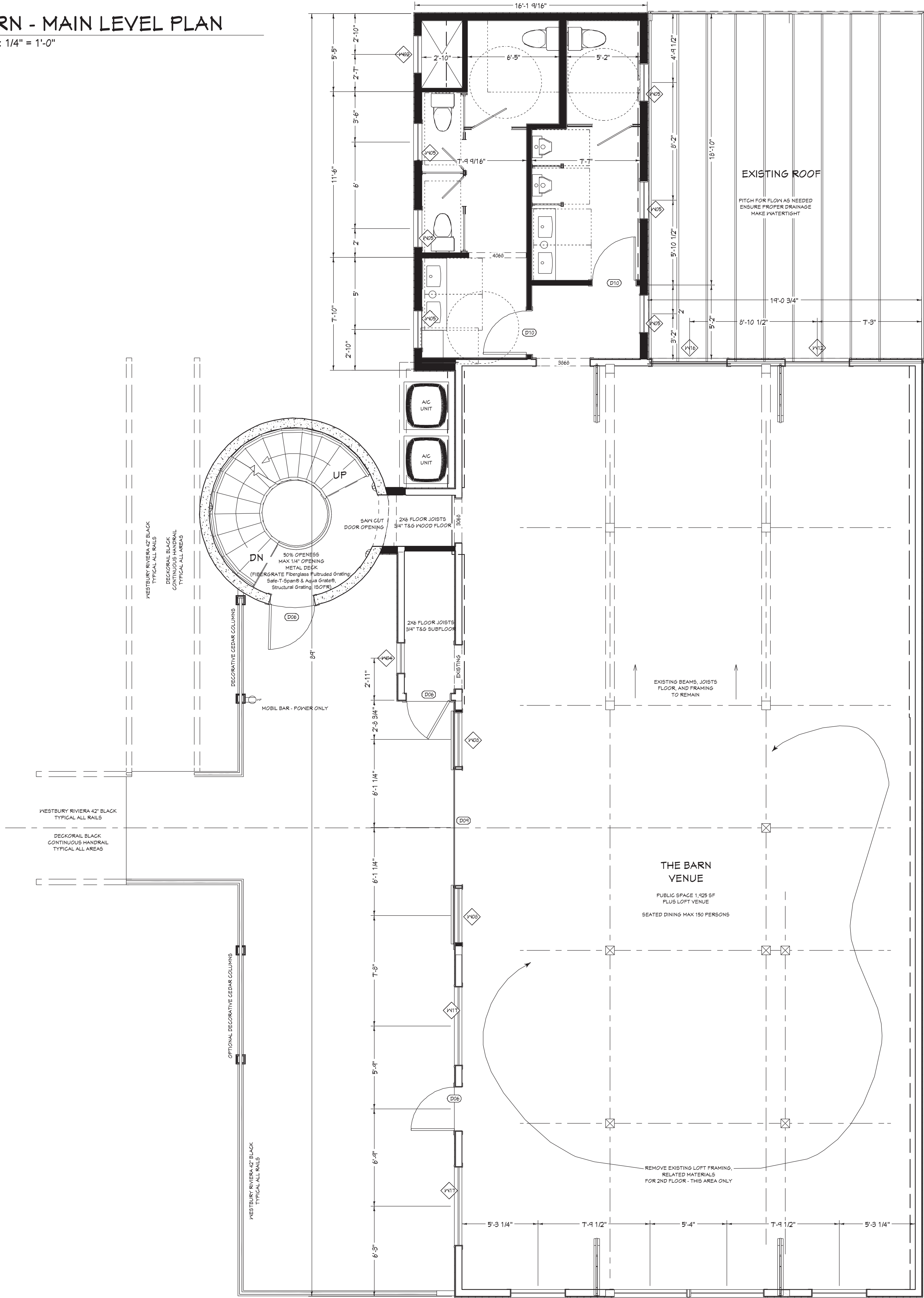
SHEET:
A-2

DOOR SCHEDULE					
NUMBER	QTY	WIDTH	HEIGHT	THICKNESS	DESCRIPTION
D01	1	132"	42"	1 3/4"	EXT. 4 DR. BIFOLD-GLASS PANEL
D02	1	108"	84"	1 3/4"	GARAGE-AVANTE 3 PANEL 21"
D04	2	14"	84"	1 3/4"	SIDE LITE
D05	1	36"	84"	1 3/4"	EXT. HINGED- 504 SASH
D06	8	36"	80"	1 3/4"	EXT. HINGED- 504 SASH
D08	1	60"	84"	1 3/4"	EXT. DOUBLE HINGED- 504 SASH
D09	1	46"	46"	1 3/4"	EXT. DOUBLE BARN- 504 SASH
D10	7	36"	80"	1 3/8"	HINGED- 160 INTERIOR
D11	1	72"	80"	1 3/8"	DOUBLE HINGED- 160 INTERIOR
D12	2	36"	84"	1 3/4"	EXT. HINGED- 504 SASH

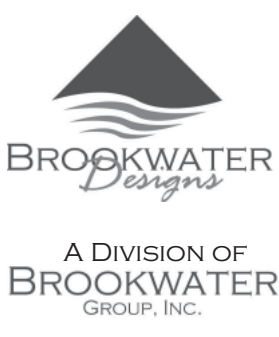


1
A6 PAVILION - CEILING PLAN
SCALE: 1/4" = 1'-0"

2
A6 BARN - MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
MAIN LEVEL
FLOOR PLAN

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

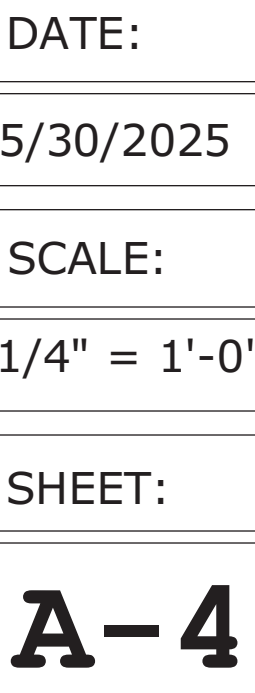
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
1/4" = 1'-0"

SHEET:
A-3

SCALE: 1/4" = 1'-0"

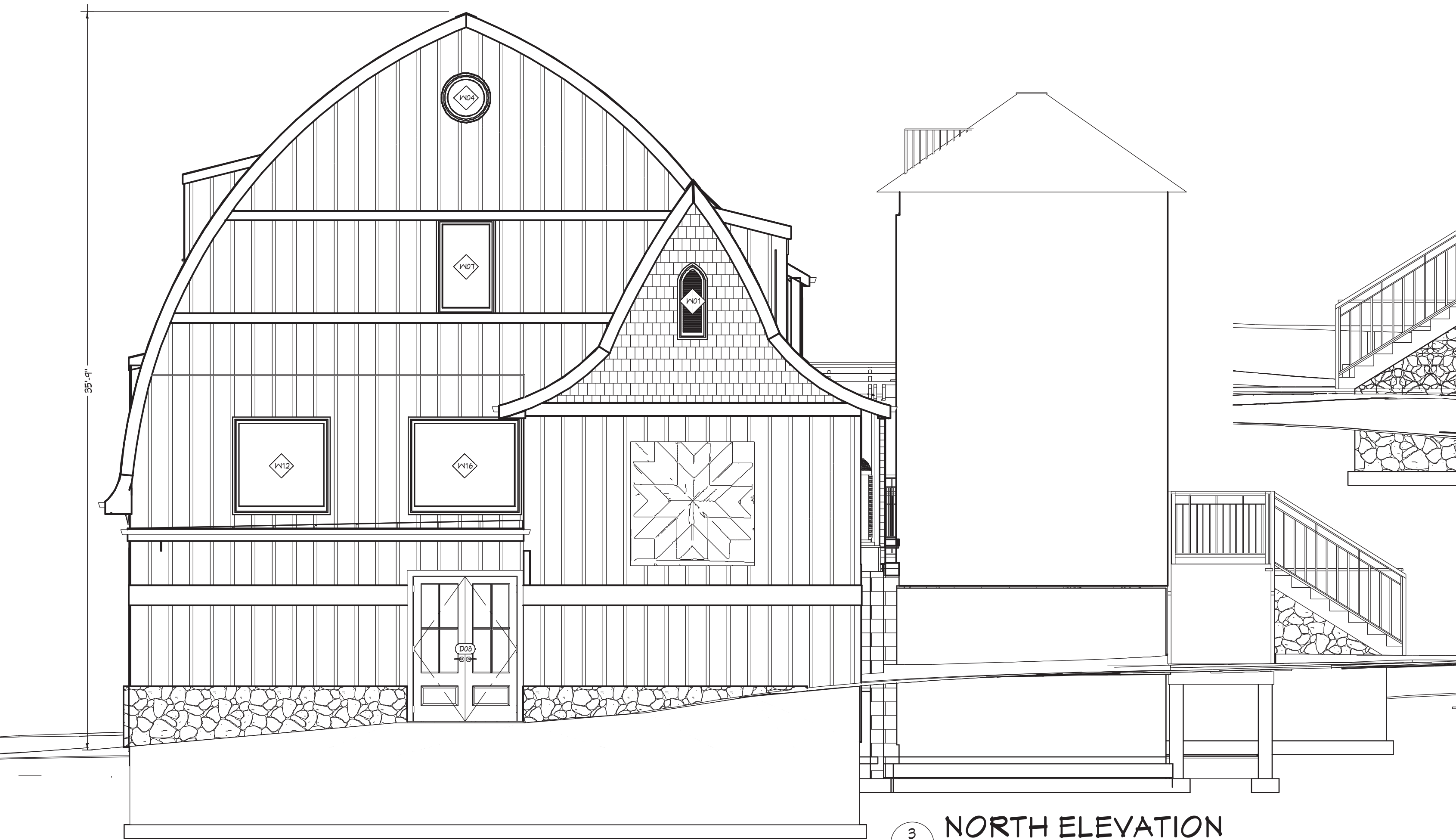




3 WEST ELEVATION
A5 SCALE: 1/4" = 1'-0"

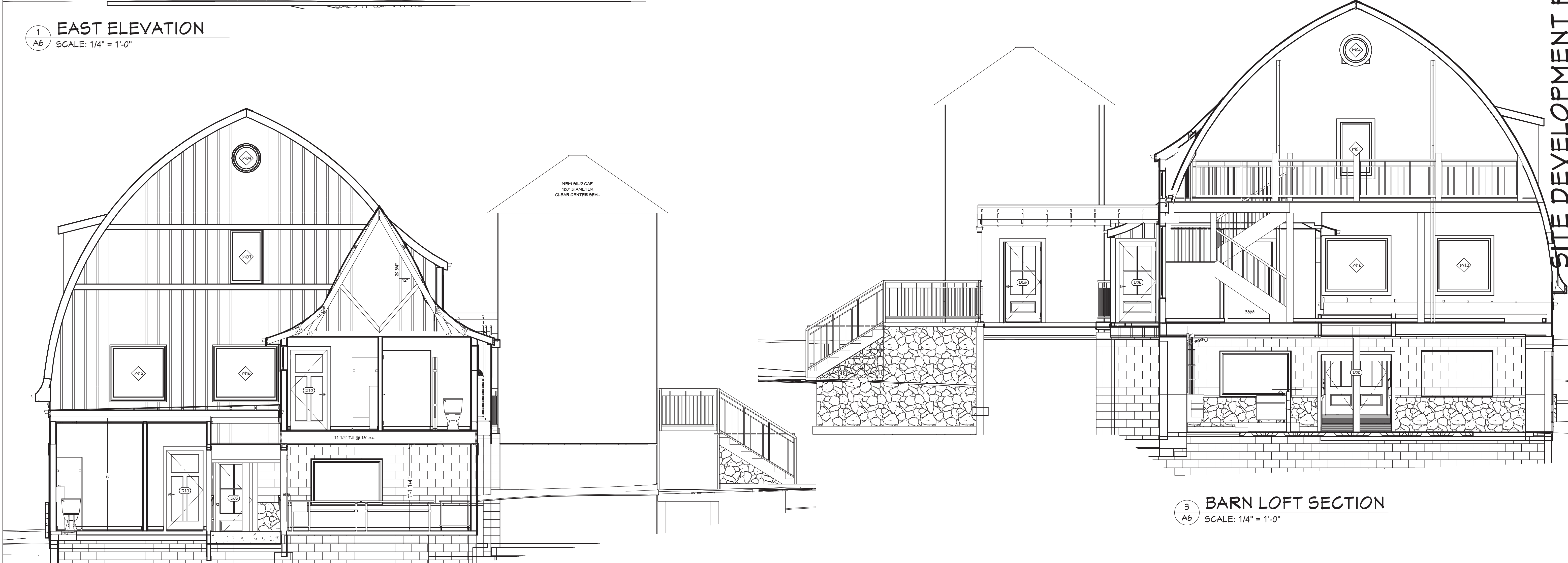


2 SOUTH ELEVATION
A5 SCALE: 1/4" = 1'-0"





1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



3 BARN LOFT SECTION
SCALE: 1/4" = 1'-0"



2 NORTH ADDITION SECTION
SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
**BARN VENUE
CROSS SECTION
ELEVATION**

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

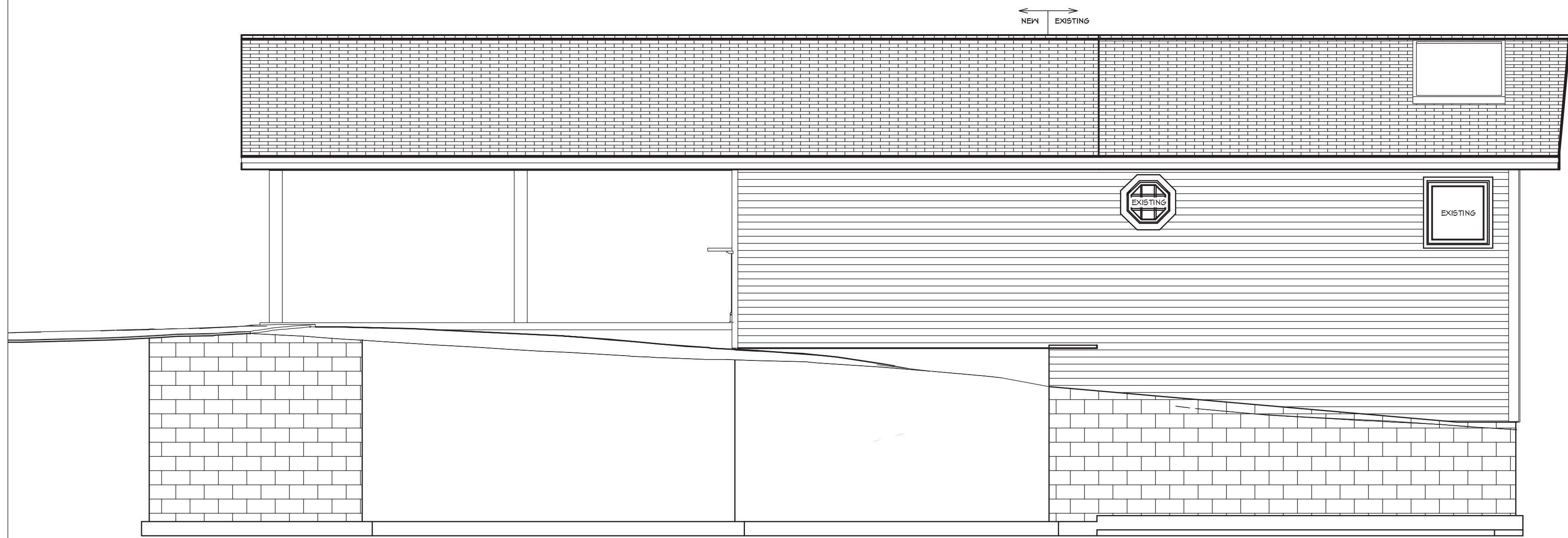
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

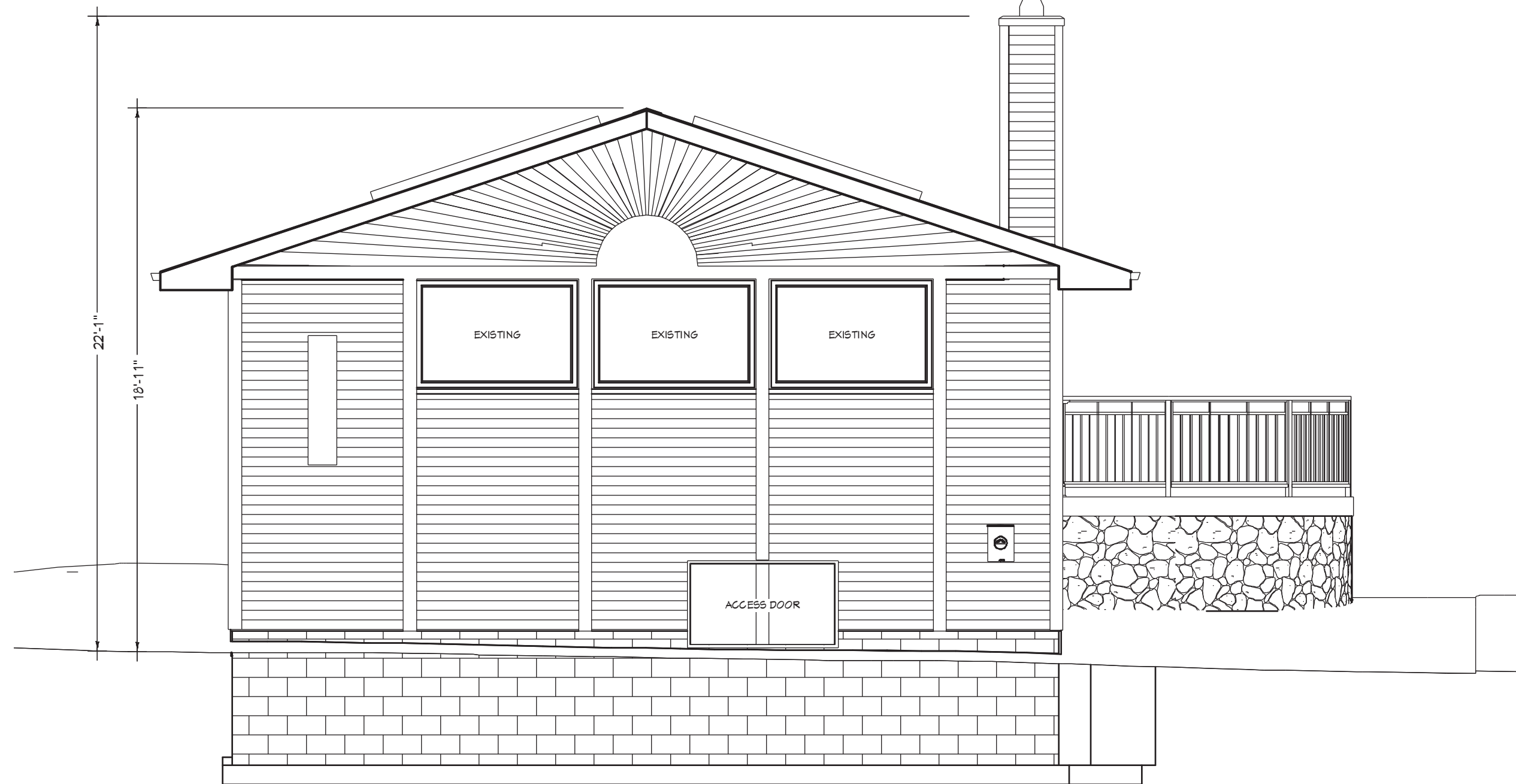
SCALE:
1/4" = 1'-0"

SHEET:

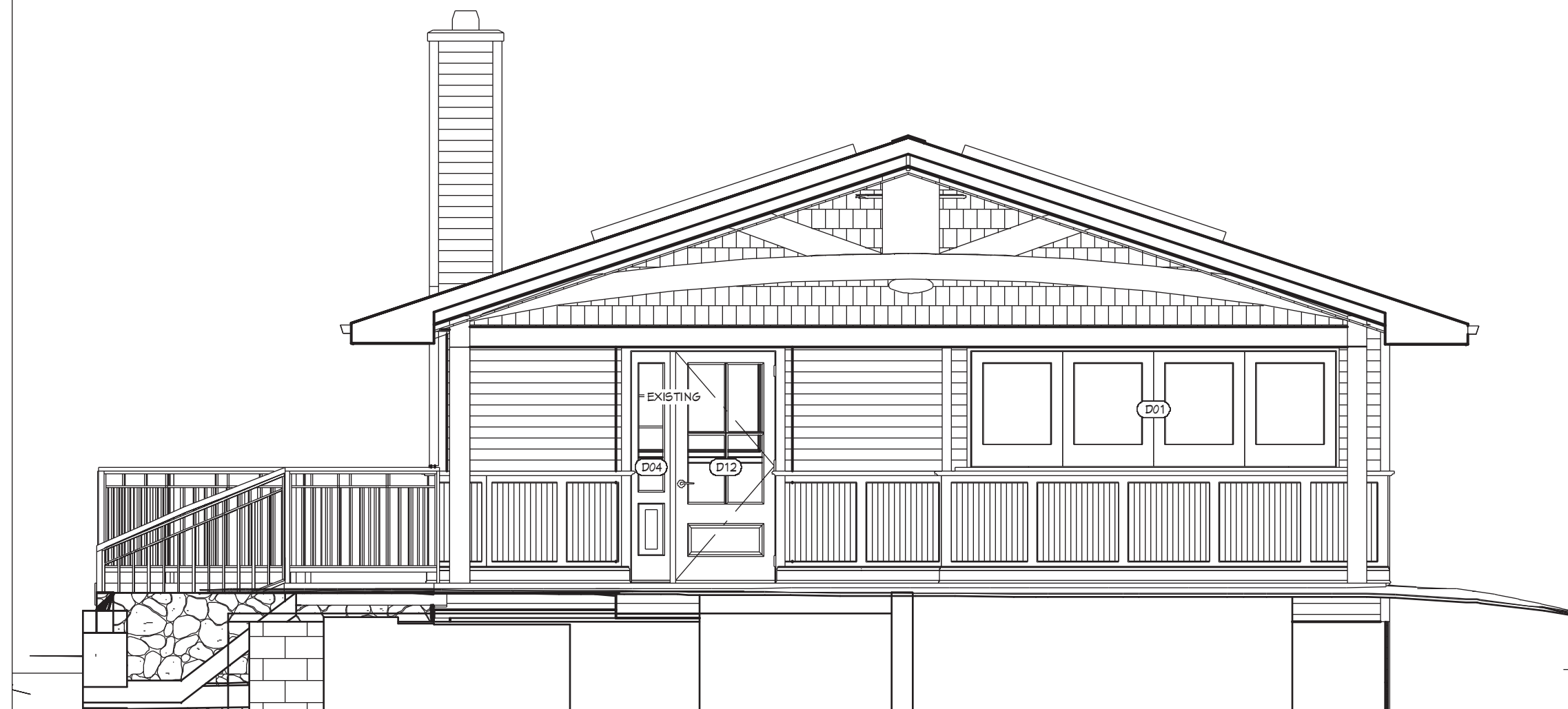
A-6



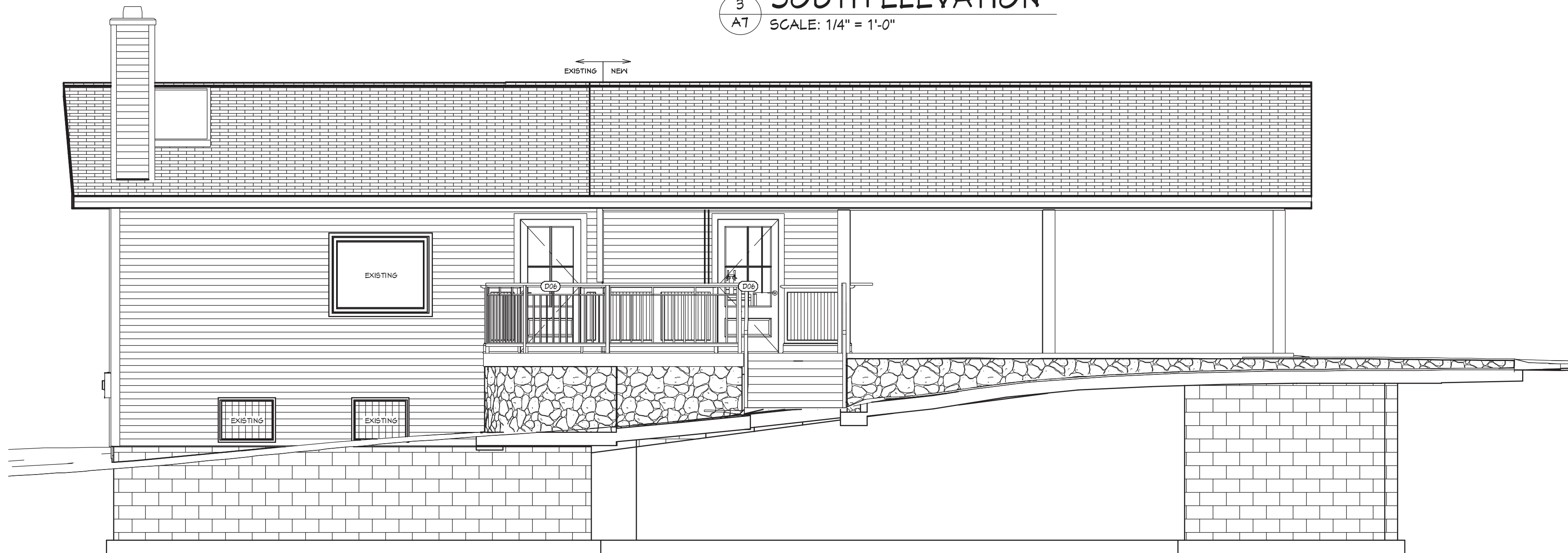
1
A7 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3
A7 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



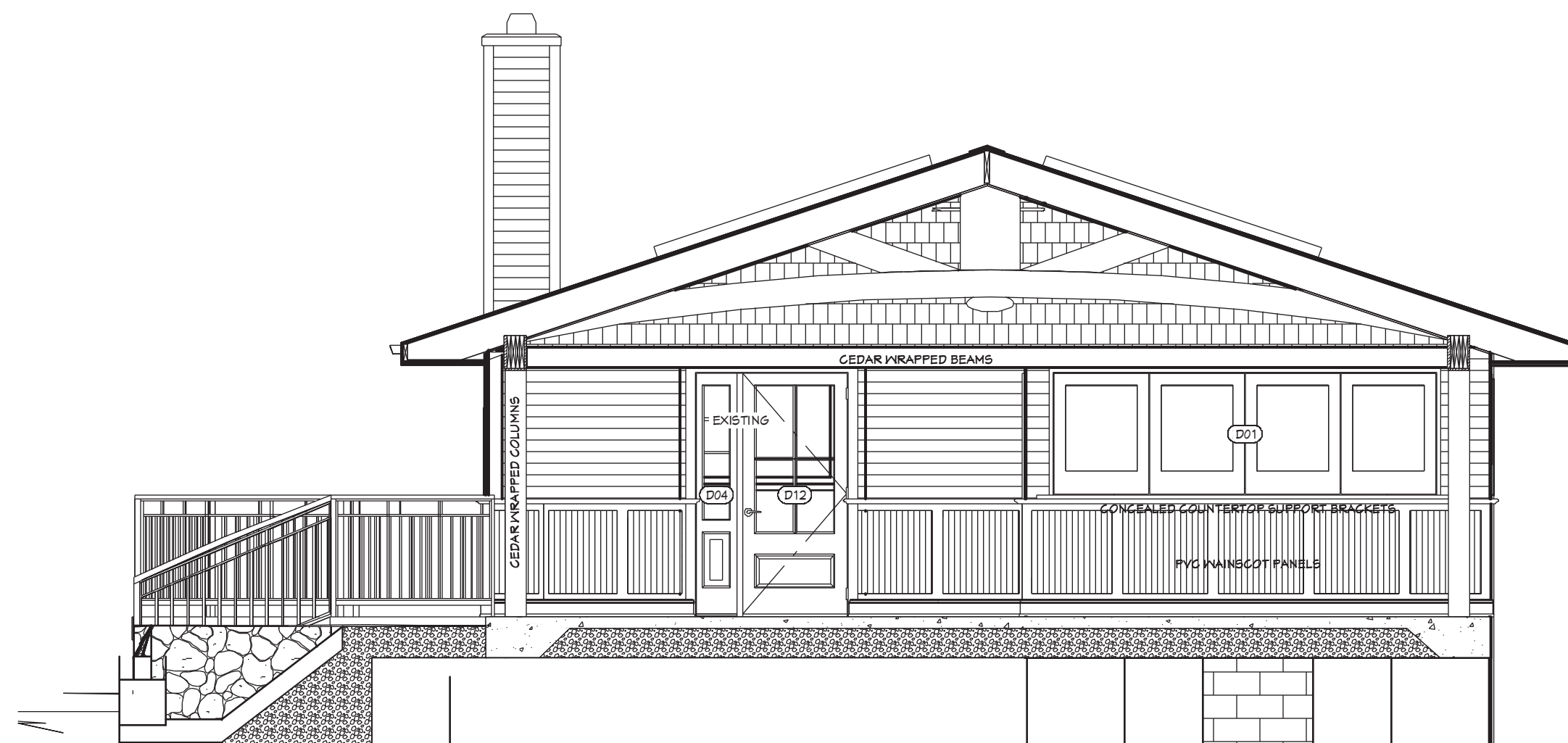
3
A7 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



4
A7 EAST ELEVATION
SCALE: 1/4" = 1'-0"



5
A7 INDOOR GATHERING SECTION
SCALE: 1/4" = 1'-0"



6
A7 OUTDOOR GATHERING SECTION
SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
PAVILION
CROSS SECTIONS
ELEVATIONS

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

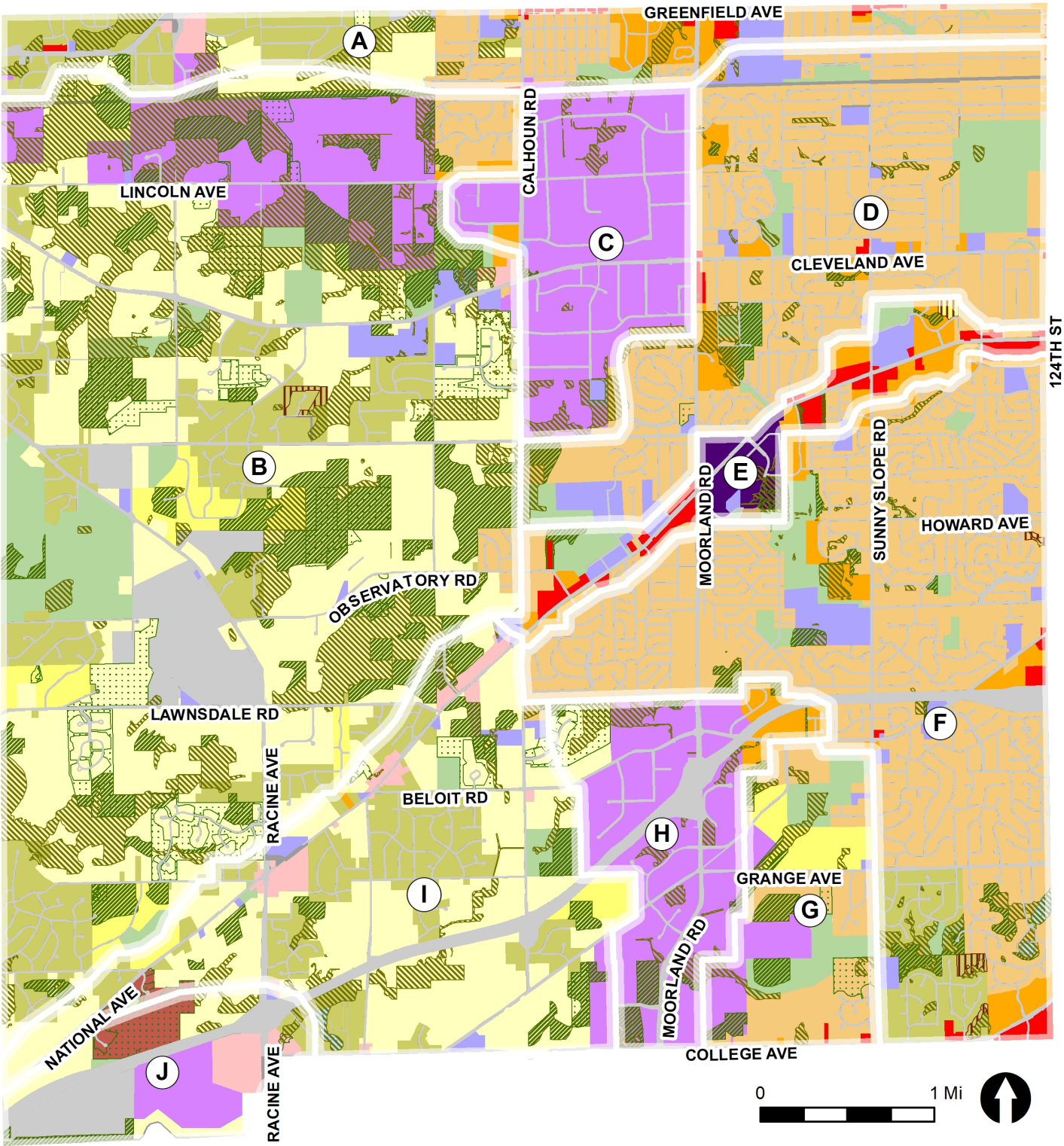
1/4" = 1'-0"

SHEET:

A-7

FUTURE LAND USE PLAN

with Zoned Conservancy and Neighborhood Overlay



LEGEND

- | | | | |
|---|--|--|---|
| <ul style="list-style-type: none">Business Park / IndustrialCity Center Mixed UseSuburban CommercialRural CommercialMixed Use Residential | <ul style="list-style-type: none">City Center Single Family Res.Urban ResidentialSuburban ResidentialCountry ResidentialResidential Estate | <ul style="list-style-type: none">Quarry Park ResidentialParkQuarryInstitutionalTransportationWater | Zoned Conservancy Districts <ul style="list-style-type: none">C-1 Upland ResourceC-2 Shoreland WetlandC-3 Permanent Open Space |
|---|--|--|---|

RESOLUTION NUMBER # 2025-12**A Resolution adopting the amendments to the City's 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19 – "Neighborhood I" National Avenue West**

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

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

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

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

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

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

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

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

WHEREAS, the Future Land Use Map amendments requested by Colin Carr with Hawthorne Hill Farm LLC for the properties located at 16370 W. Small Road (Tax Key #:

1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) to amend the Future Land Use from Residential Estate to Suburban Commercial. It is necessary to incorporate these Future Land Use Map amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19 – "Neighborhood I" National Avenue West. A copy of the 2030 Comprehensive Plan Chapters 10 & 19 along with the map is attached as Exhibit A. Amendments to an adopted comprehensive plan pursuant to WI State Statute 66.1001 require a Class I notification along with a public hearing.

WHEREAS, the Plan Commission reviewed and approved the proposed amendments to 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19 – "Neighborhood I" National Avenue West, on July 15, 2025 following approximately three months of public comment from the date of the public notice; and

WHEREAS, the City has duly noticed a public hearing on the aforementioned comprehensive plan amendments and the Plan Commission held the public hearing on June 2, 2025.

WHEREAS, the Plan Commission of the City of New Berlin by a ## vote of the Commissioners present and voting recorded in its official minutes, adopted Resolution # 2025-12 recommended approval of this comprehensive plan amendment on July 15, 2025.

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

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopt Ordinance No. 2709, which will constitute its adoption of the Comprehensive Plan amendments.

Passed and adopted by the Plan Commission on this 15th day of July, 2025.

APPROVED:

David A. Ament, Mayor

Certified/Countersigned:

Nikki Jones
Plan Commission Secretary

ORDINANCE NO. 2709

An ordinance to adopt the amendments to the City's Comprehensive Plan to incorporate the necessary General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan, Chapter 10: Land Use and Chapter 19 – "Neighborhood I" National Avenue West.

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

SECTION I

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

SECTION II

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

SECTION III

The Plan Commission of the City of New Berlin by a majority vote of the Commission members present and voting as recorded in its official minutes and adopted Resolution # 2025-12 on July 15, 2025 recommending to the Common Council the adoption of the ordinance that approves the general amendments and Future Land Use amendments to the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19 – "Neighborhood I" National Avenue West, a copy of both chapters are attached as Exhibit A, containing amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

More specifically, the Future Land Use Map amendments requested by Colin Carr with Hawthorne Hill Farm LLC, to amend the Future Land Use for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from Residential Estate to Suburban Commercial.

SECTION IV

The City held public hearings on June 2, 2025 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally adopt the documents entitled, "**General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 19 – "Neighborhood I" National Avenue West,**" which are attached hereto as Exhibit A pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

SECTION VI

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

SECTION VII

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

SECTION VIII

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

PASSED AND ADOPTED by the Common Council this 22nd day of July, 2025.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT: Colin Carr with Hawthorne Hill Farm LLC / Rezoning

LOCATION: 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002)

REQUEST: Request to rezone the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from B-2 and R-3 to B-2/PUD.

D.R.C. RECOMMENDATION: Recommend to Common Council adoption of Planned Unit Development Ordinance # 2710 that approves the rezoning of the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from B-2 (General Retail Sales and Service District) and R-3 (Suburban Single-Family Residential District) to B-2/PUD as Hawthorne Hills Farm Planned Unit Development Ordinance.

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of July 15, 2025

**Colin Carr on behalf of Hawthorne Hill Farm LLC / Rezoning
16370 W. Small Road (Tax Key #: 1285.994.003) and
16380 W. Small Road (Tax Key #: 1285.994.002)**

DATE STAFF REPORT PREPARED: June 11, 2025

APPLICANT / OWNER(S): Colin Carr on behalf of Hawthorne Hill Farm LLC / Hawthorne Hill Farm LLC

REQUEST / DESCRIPTION OF PROJECT: The applicant is requesting to rezone the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from B-2 and R-3 to B-2/PUD.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 4/15/2025

DATE OF COMPLETENESS DETERMINATION: 4/15/2025

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 6/27/2024 along with various calls and visits at the front counter.

Site Visit(s): 5/19/2025

CONCEPTUAL PLAN: N/A

SIZE OF DEVELOPMENT / PARCEL(S):

Existing -16370 W. Small Road (Tax Key #: 1285.994.003): 0.77 acres

Existing - 16380 W. Small Road (Tax Key #: 1285.994.002): 0.58 acres

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

CURRENT LAND USE: Commercial / Residential

PROPOSED ZONING: B-2/PUD (General Retail Sales and Service District with a Planned Unit Development Overlay)

PROPOSED LAND USE: Commercial

PROPOSED LOT SIZE(S): 1.35 acres (See File #: LD-2500926)

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3 & A-2

Land Use: Single-Family Residential &
Agricultural

South: Zoning: M-1

Land Use: Industrial (BuySeasons)

East: Zoning: R-3

Land Use: Single-Family Residential

West: Zoning: R-3

Land Use: Single-Family Residential

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, the request meets the intent of this Chapter.

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

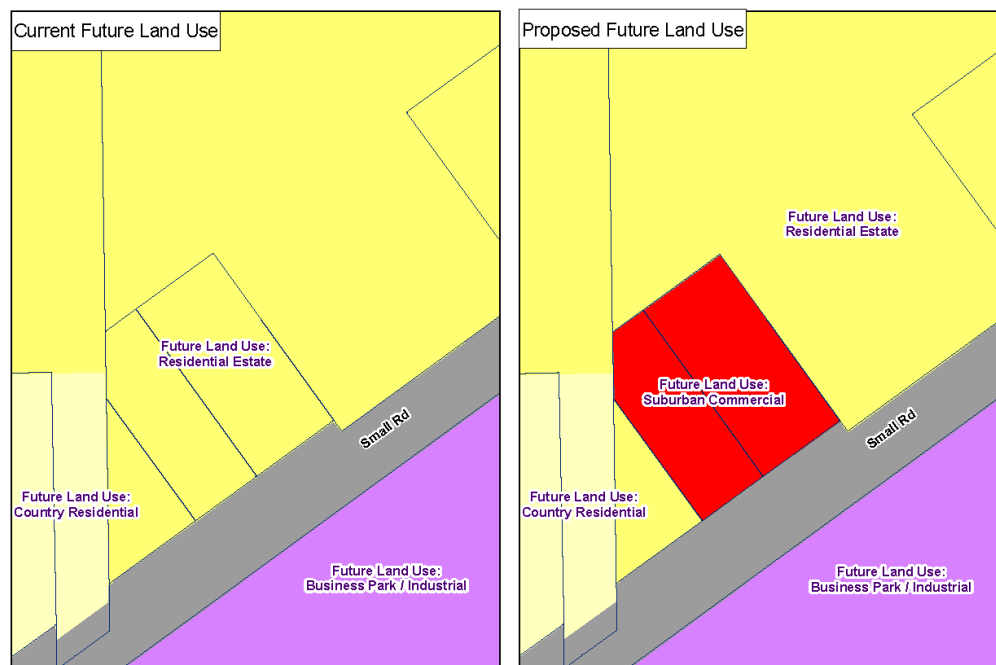
Planning Context / Vision / Development Policies:

Vision:

- Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood oriented retail. Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.

Land Use:

- Future Land Use Map: Residential Estate*
- 2030 Future Land Use Map Suggestion: Suburban Commercial (See File #: CP-2500617)*



ZONING CODE (Chapter 275): Yes, this request meets the requirements of Section 275-33B(2) and 275-39B of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

REZONING REQUIRED: Yes

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Yes, held June 2, 2025.

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: Yes, a Use Approval application has been submitted (See File #: UA-2500927).

Site Plan Required: Yes

Architectural Review Required: Yes, concepts attached and included in the PUD.

PROPOSED ARCHITECTURE: Concepts attached.

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: The site slopes slightly to the southeast, towards Small Road.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A

Woodland, Tree, and Vegetation Protection: N/A

Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Yes, trees will be inventoried.

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: No

Basin Capacity Available: N/A

Adequate Linkage: N/A

Onsite System Required: Yes

WATER USAGE CALC.: 800 GPD per new connection.

TRAFFIC IMPACT: Based on the plan of operation, this business plans to operate the majority of their events on evenings and weekends, outside of peak travel times. A TIA is not required.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION: (Recent History)

11/05/2009 Zoning Permit issued for The Painted Barn, for re-occupancy and building painting.

3/18/2025 Neighborhood meeting held to discuss conceptual plan.

4/7/2025 Plan Commission reviewed a conceptual plan for Hawthorne Hill Farm.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

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

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

The Future Land Use map identifies the area as Suburban Commercial. The applicant has filed a separate application for a Comprehensive Plan Amendment (See File #: CP-2500617) to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land) from Residential Estate to Suburban Commercial.

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

Yes, the proposed rezoning is compliant. This property is currently served by private well and sanitary facilities.

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

Yes, the proposed rezoning is compliant.

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

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

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

Yes, the proposed rezoning is compliant.

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

No, it will not be a spot zoning. It will be consistent with the Future Land Use Map within the Comprehensive Plan, as proposed to be amended with application # CP-2500617.

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

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

2. The applicant has simultaneously applied for a Comprehensive Plan Amendment (See File #: CP-2500617).
3. In the applicant's attached site plan, they have indicated that this will be an indoor/outdoor event venue.
4. Plan Commission reviewed the concept plan at their April 7, 2025 meeting.
5. The applicant held a neighborhood meeting on Tuesday, March 18th, 2025. 77 Notices were mailed out and 5 residents attended the meeting, along with City staff and the development team.

6. Additional mailings were sent out by the applicant and for this public hearing.
7. Per Zoning Code Section 275-34D(2), maximum building height in the B-2 District is 35'.
8. The applicant is requesting to keep the single-family home and the barn for the venue operations.
9. Based on their summary, a Planned Unit Development (PUD) Ordinance to allow for flexibility from certain Zoning Code requirements would be needed.

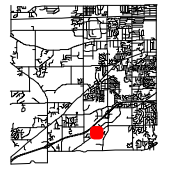
D.R.C. RECOMMENDATION:

Recommend to Common Council adoption of Planned Unit Development Ordinance # 2710 that approves the rezoning of the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) from B-2 (General Retail Sales and Service District) and R-3 (Suburban Single-Family Residential District) to B-2/PUD as Hawthorne Hills Farm Planned Unit Development Ordinance. **See Executive Summary.**

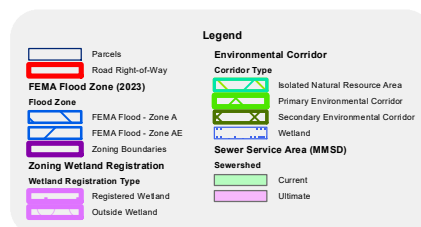
ATTACHMENTS:

Location Map
Zoning Comparison Map
Conceptual Site Plan
Conceptual Survey
Draft Ordinance # 2710

CP-2500617 & RZ-2500618
Hawthorne Hill Farm
16370 & 16380 W. Small Road

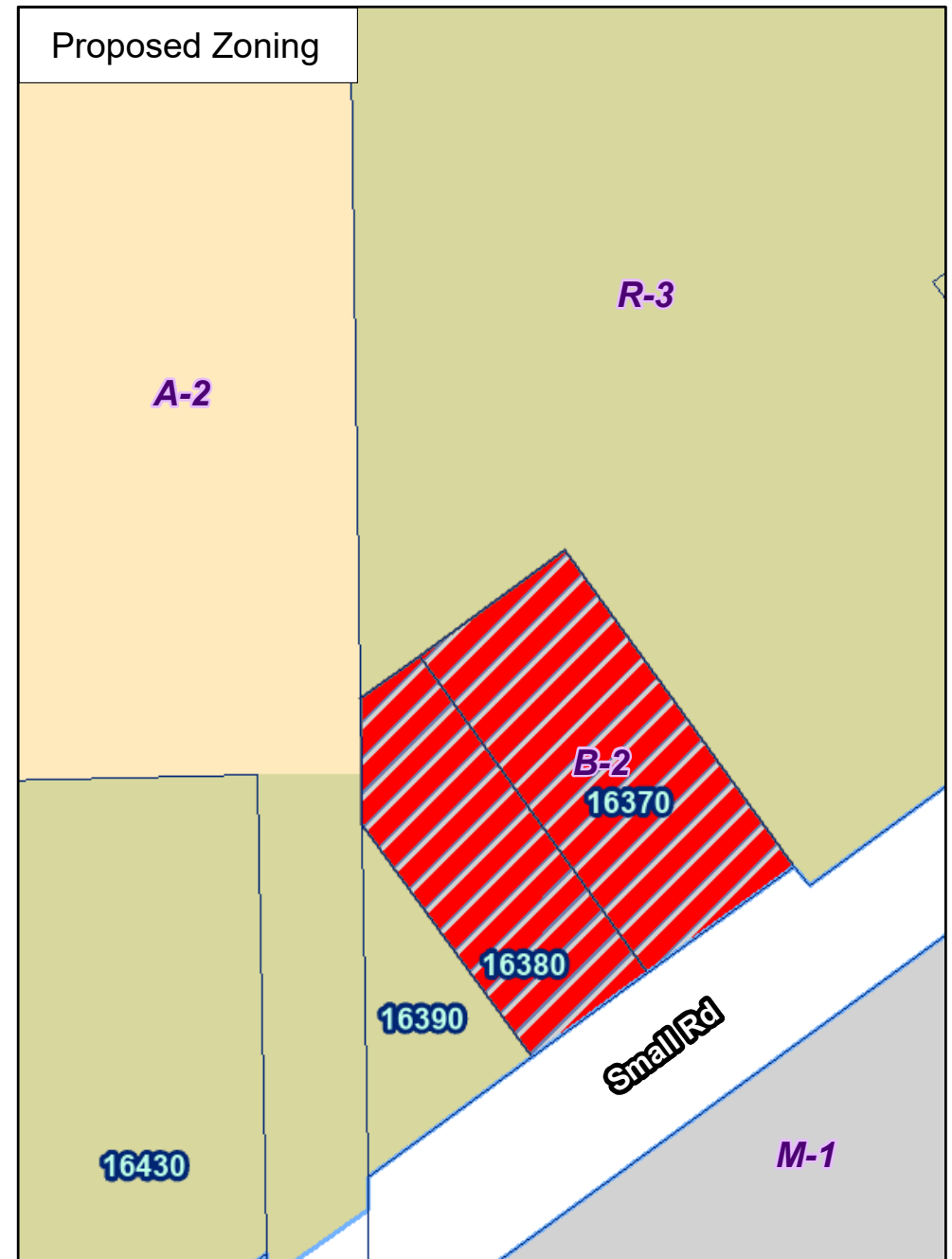
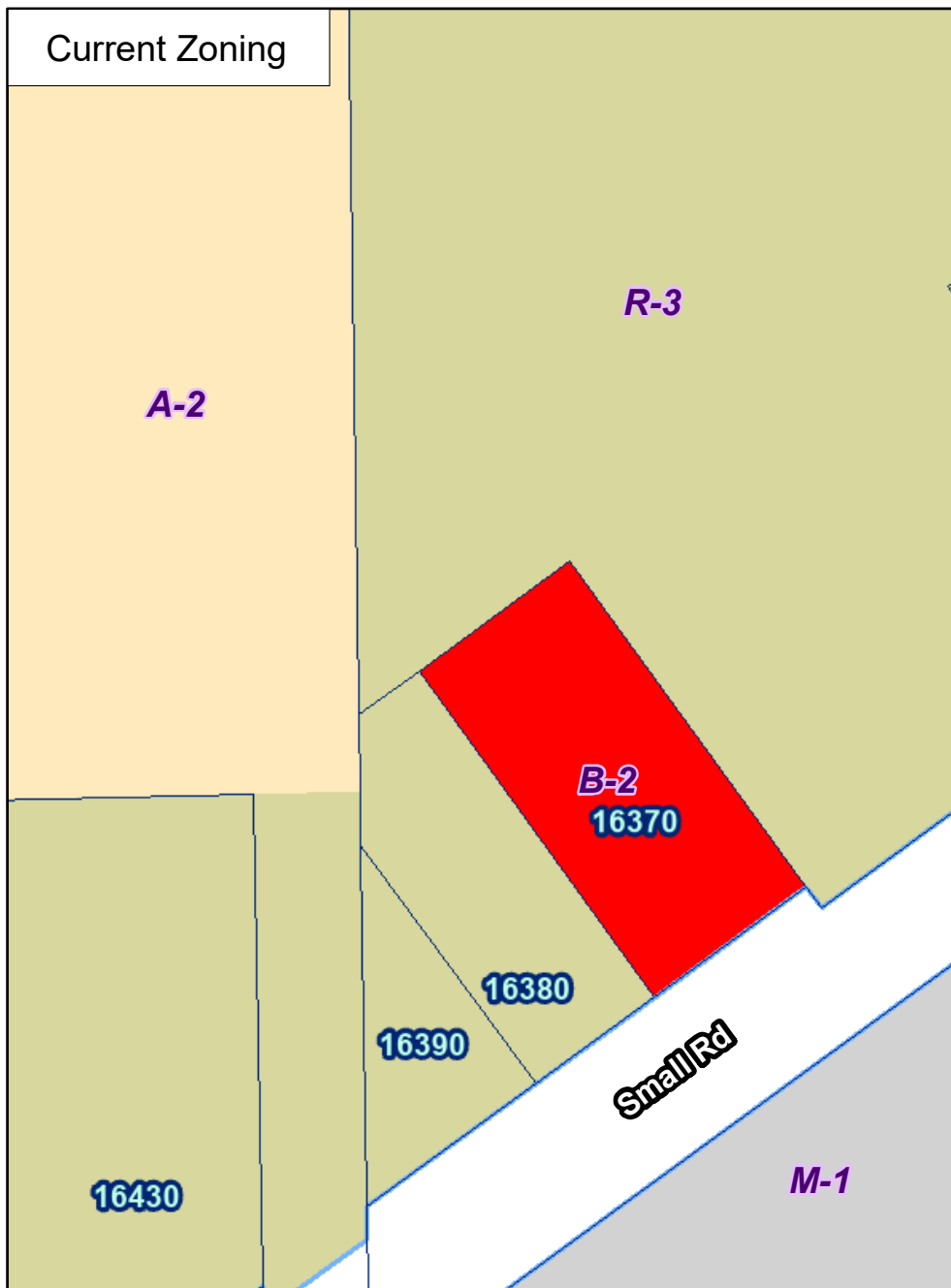


City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org

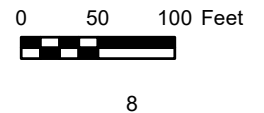
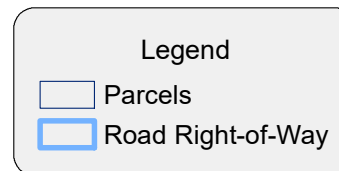


0 55 110 Feet

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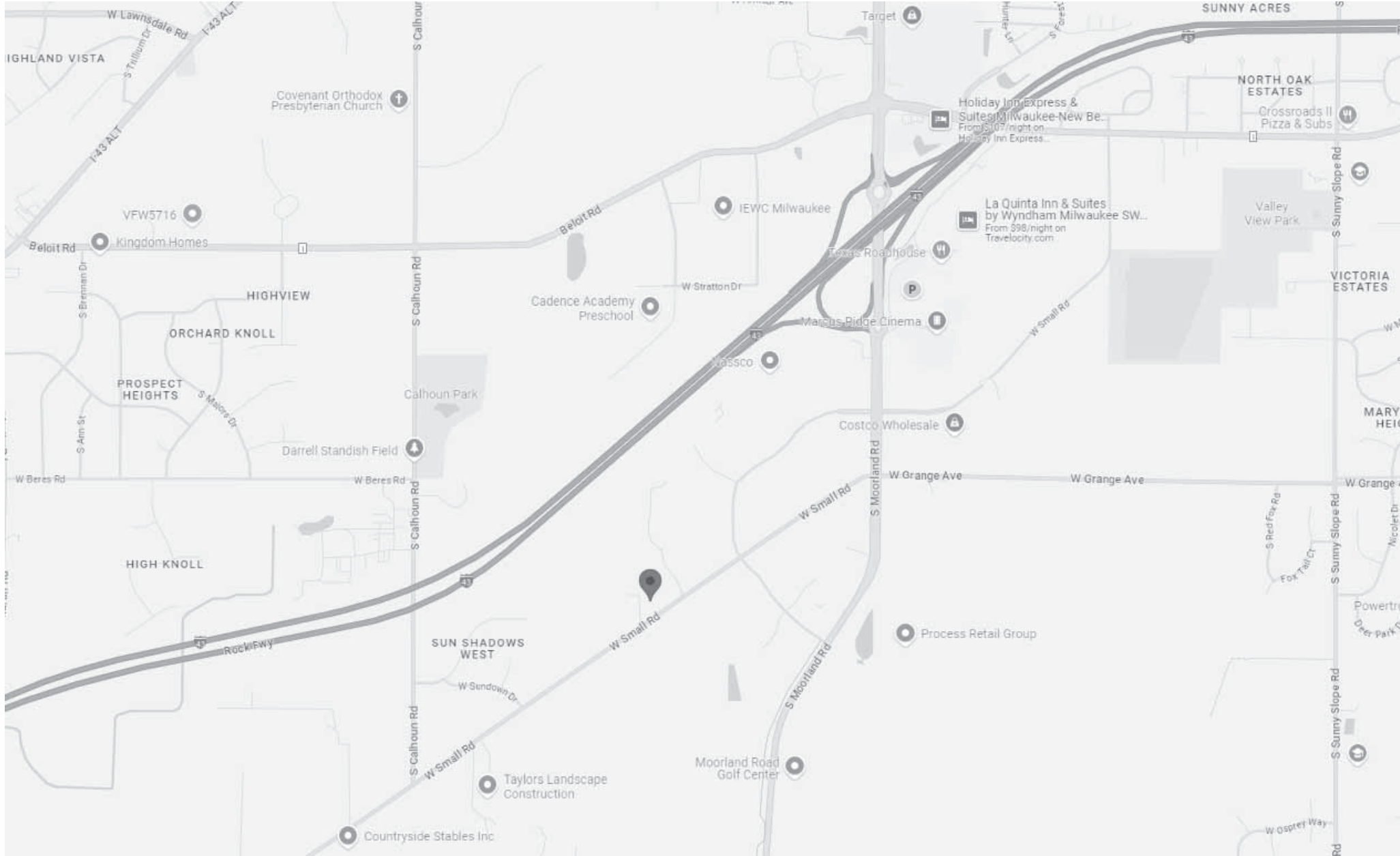


RZ--2500618
Hawthorne Hill Farm
16370 & 16380 W. Small Rd



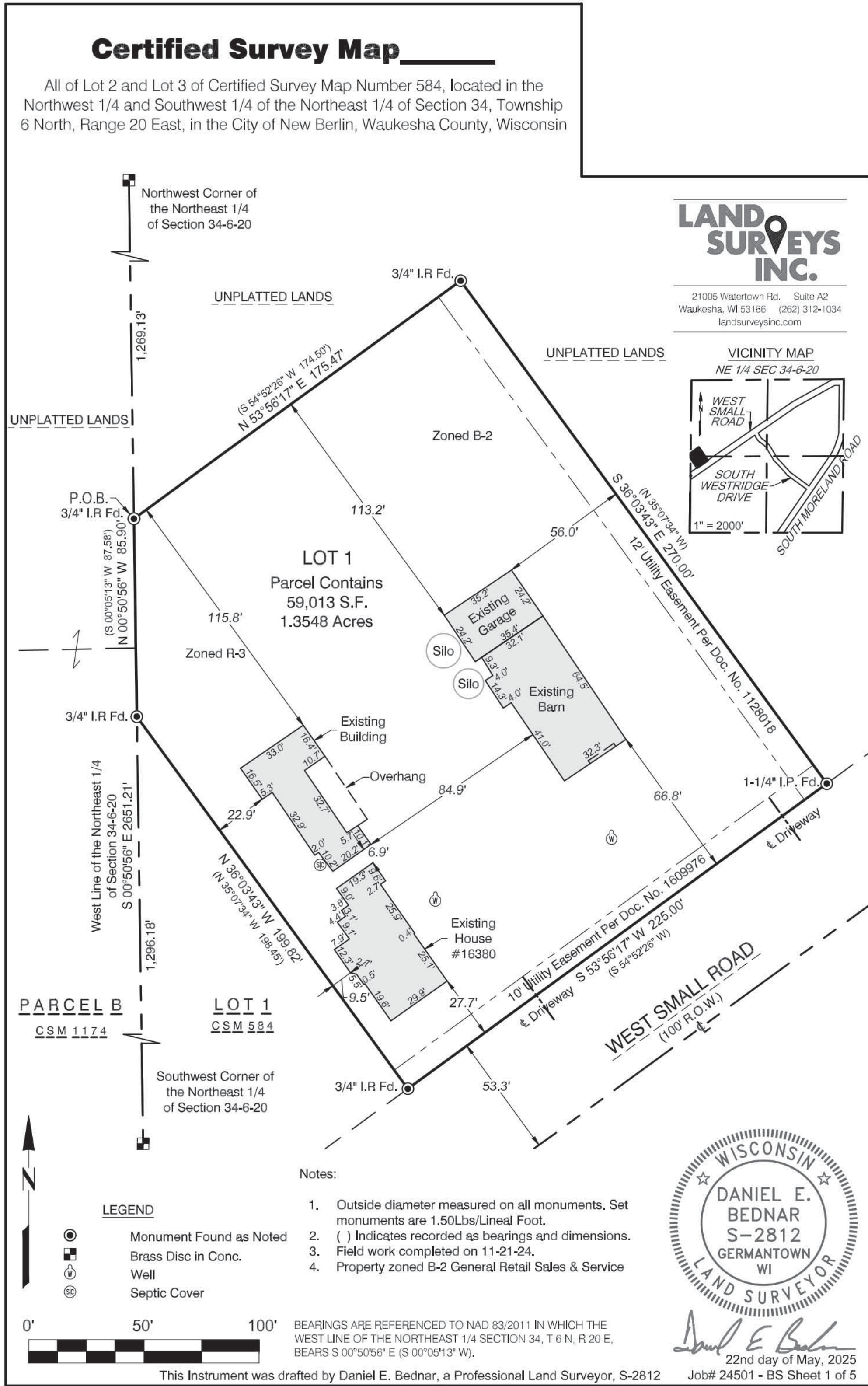
HAWTHORNE HILL FARM

16370-16380 W SMALL RD, NEW BERLIN, WI 53151



SHEET INDEX

A-0	PROJECT INFORMATION DRAFT CERTIFIED SURVEY MAP DRAFT ZONING DATA	A-1	FOUNDATION PLAN
D000	EXISTING SITE CONDITIONS SURFACE CALCULATIONS SITE DEMO PLAN	A-2	TERRACE LEVEL FLOOR PLAN REFLECTED CEILING PLAN WINDOW SCHEDULE
C100	PROPOSED SITE PLAN SITE UTILITIES SITE DETAILS	A-3	MAIN LEVEL FLOOR PLAN REFLECTED CEILING PLAN DOOR SCHEDULE
C200	GRADING & DRAINAGE PLAN	A-4	2ND LEVEL FLOOR PLAN SECOND FLOOR INTERIOR ELEVATIONS FIXTURE SCHEDULE
C300	EROSION CONTROL & PHASING	A-5	EXTERIOR ELEVATIONS - BARN
C400	SITE DETAILS	A-6	CROSS SECTION VIEWS - BARN
C500	LANDSCAPE PLAN	A-7	EXTERIOR ELEVATIONS - PAVILION
E-1	SITE LIGHTING PHOTOMETRIC		
E-2	BUILDING LIGHTING PHOTOMETRIC		
E-3	SITE LIGHTING RENDERING		



B-2/PUD: HAWTHORNE HILLS FARM PLANNED UNIT DEVELOPMENT DISTRICT

The property is approximately 1.35 acres in size

Legal Description of Parcels to be rezoned to B-2/PUD:
16370 W. Small Road
Tax Key #: 1285.994.003

16380 W. Small Road
Tax Key #: 1285.994.002

Setback and yards

- All buildings and structures along Small Road shall have a 25' front setback
- All buildings and structures shall be setback 8', from the western property line
- All buildings and structures shall be setback 15', from the eastern property line
- All buildings and structures shall be setback 25', from the rear lot line
- Section 275-44E(1) and (2) shall not apply for purposes of building separation

Building Height

- Any new buildings shall adhere to 35' height limit.
- Existing barn and home are exempt from the height requirements.

Lot Coverage

- Table 275-34-3 shall not apply

Landscaping & Buffering

- The buffer yard shall be reduced to 5' on the east and west property lines
- Reserve right to review buffering, which may include fencing and/or additional landscaping

SITE DEVELOPMENT PLAN

SHEET TITLE:
PROJECT INFORMATION

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

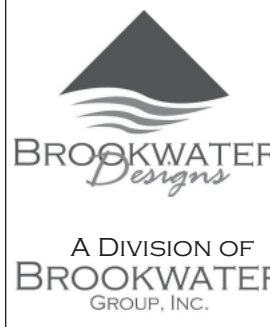
5/30/2025

SCALE:

AS SHOWN

SHEET:

A-0

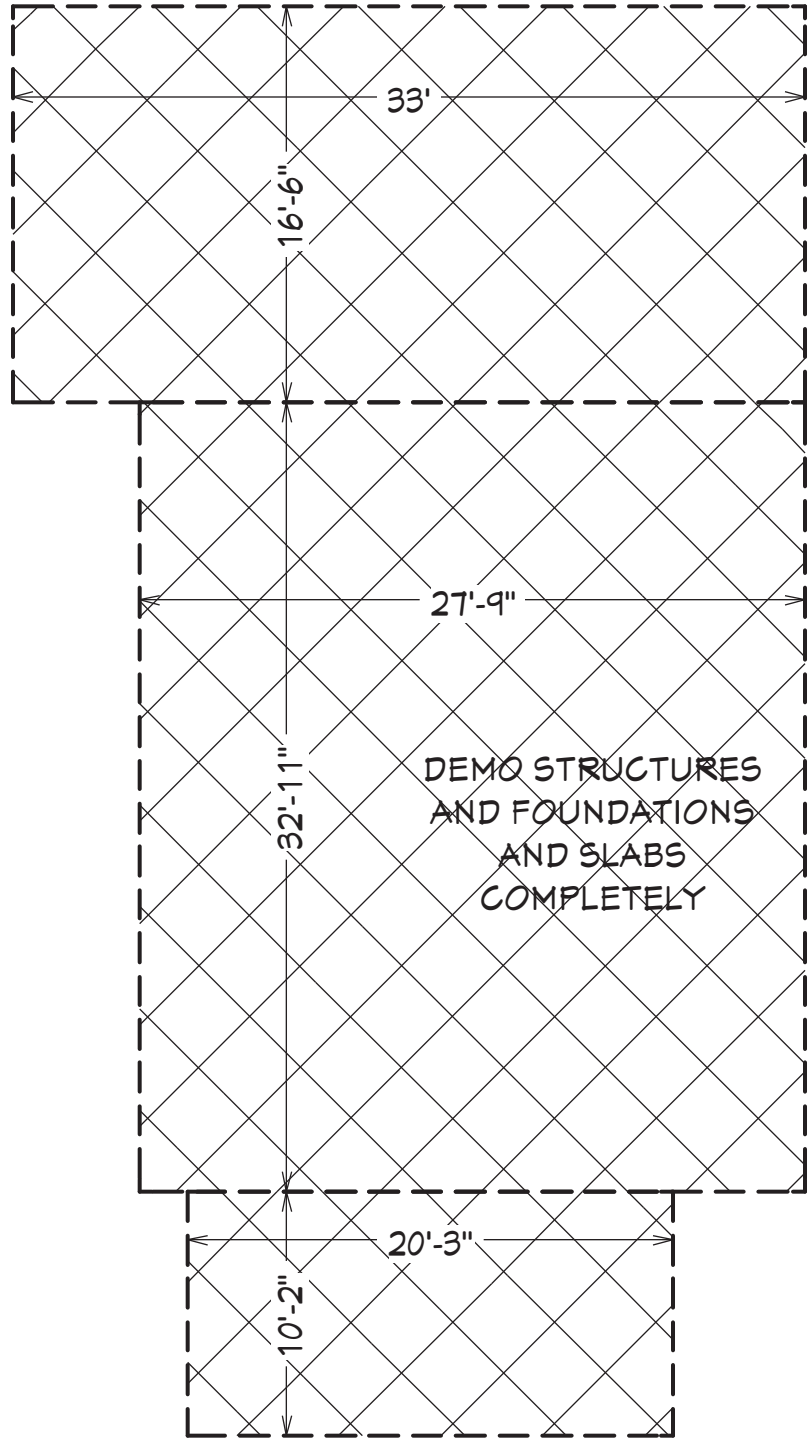
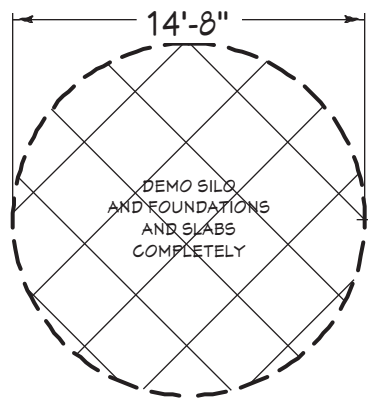


NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

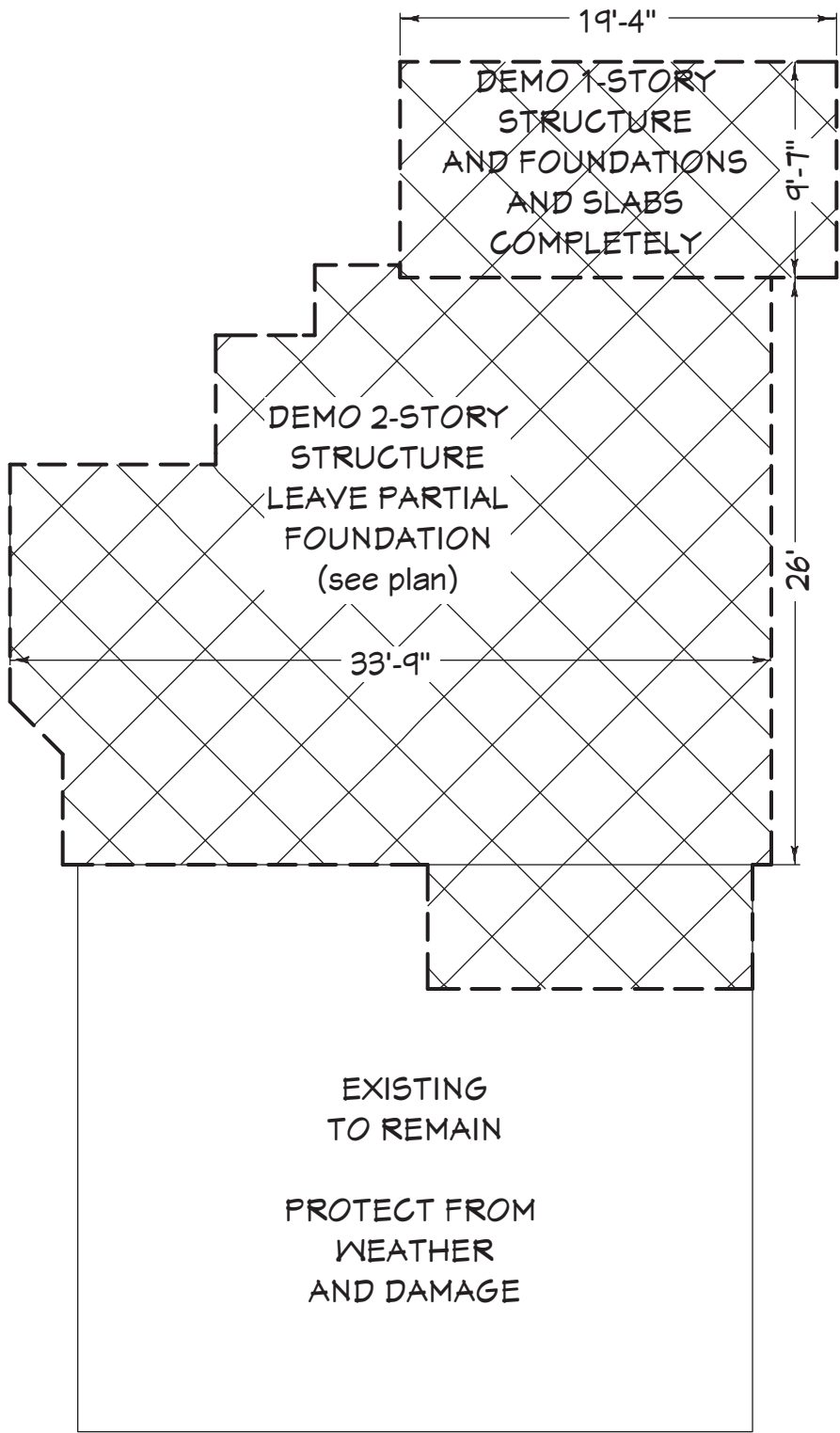
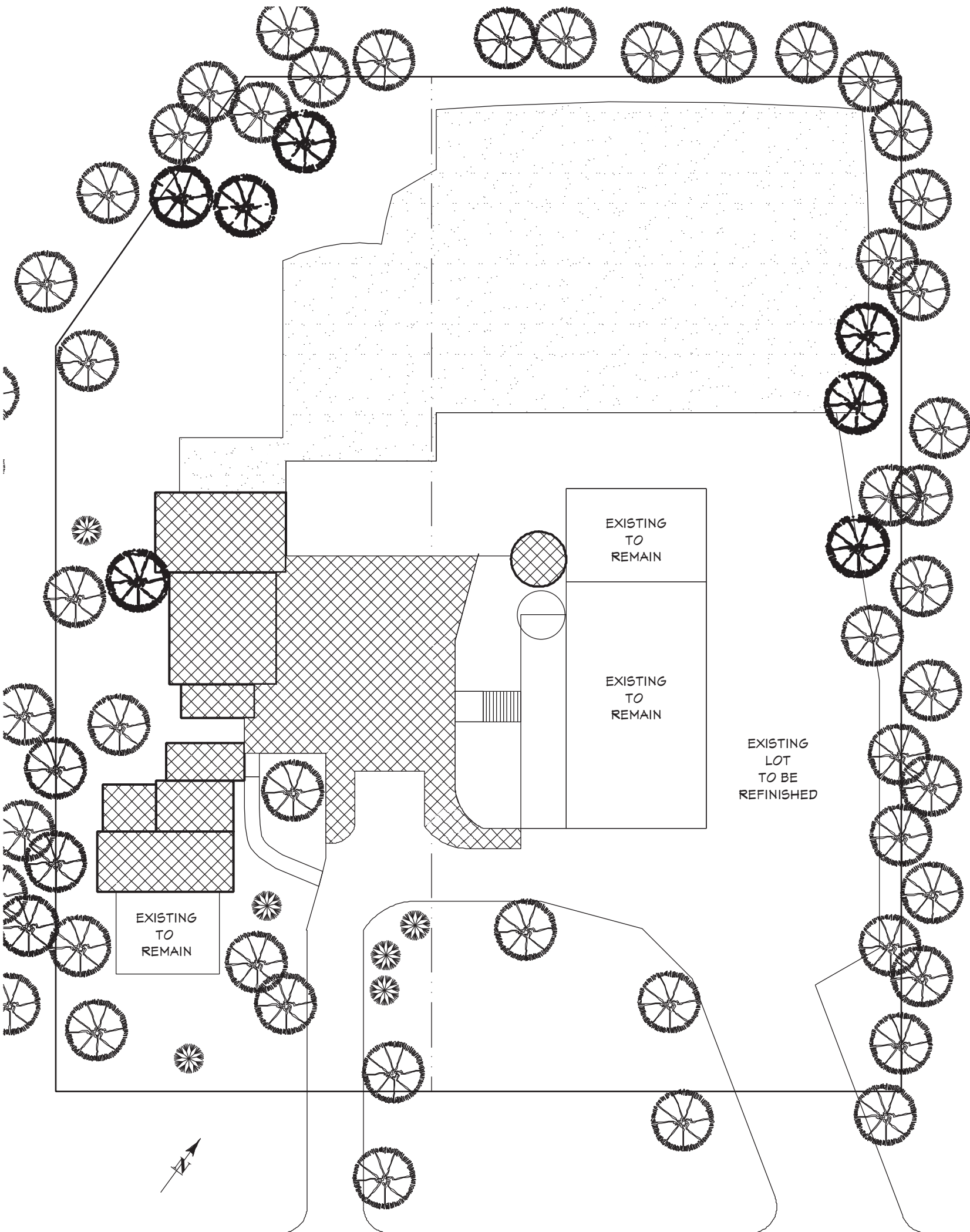


SURFACE CALCULATIONS

TYPE	EXISTING	PROPOSED
STRUCTURES	7,934 SF	4,944 SF
PAVEMENT	18,430 SF	35,052 SF
CONCRETE	1,035 SF	2,520 SF
PAVED GRAVEL	11,225 SF	0 SF
GRASS/GREEN		15,967 SF
SPARDUST PATH		3,492 SF
PERVIOUS IMPERVIOUS	20,319 SF 38,624 SF	19,459 SF 39,484 SF
TOTAL PERMEABLE	58,943 SF 34.4%	58,943 SF 33.0%



SITE DEVELOPMENT PLAN



1 SITE DEMO PLAN
D000 SCALE: 1" = 30'-0"

2 EXISTING SITE PLAN
D000 SCALE: 1" = 30'-0"

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

DEMOLITION
PLANS

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

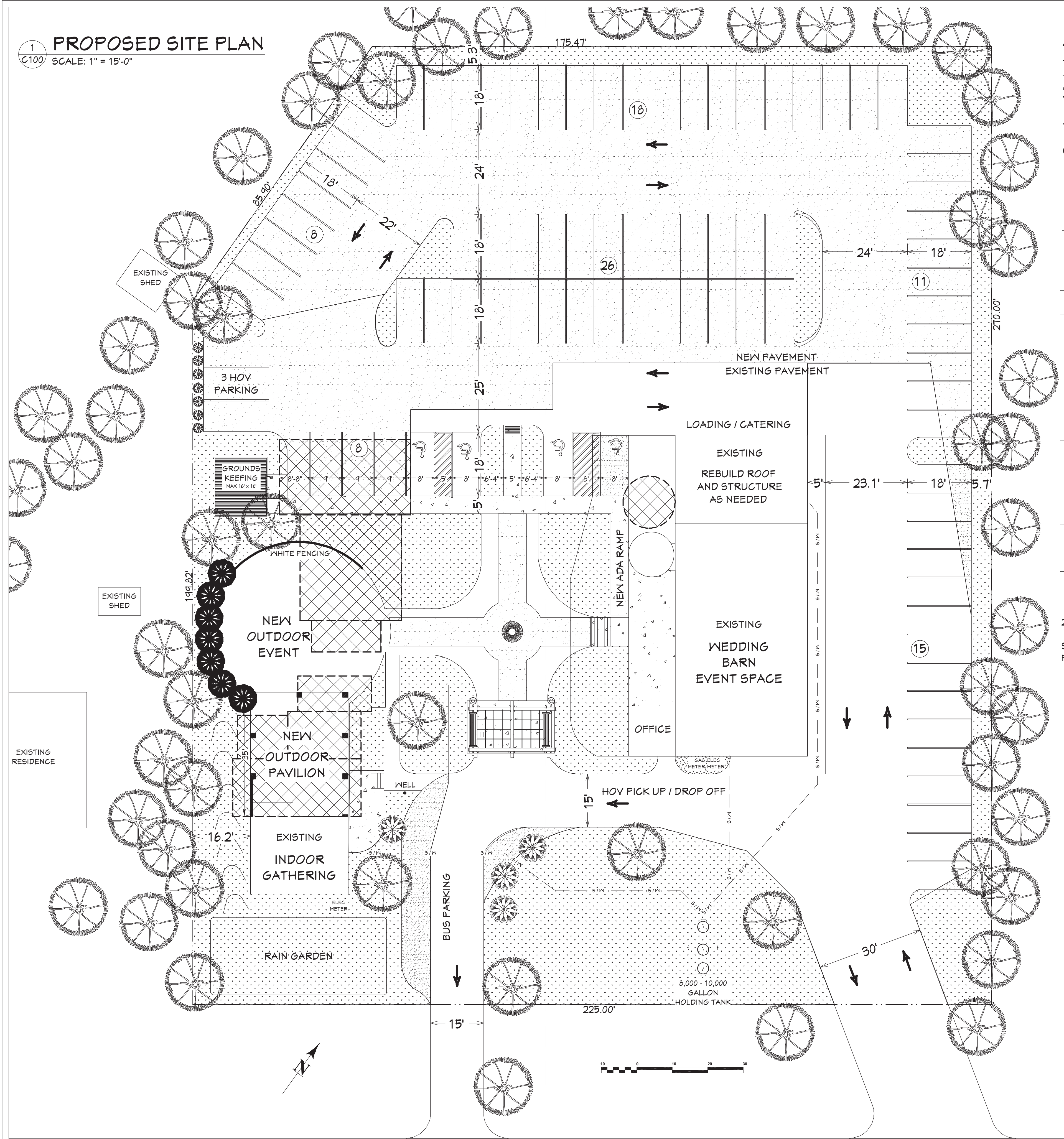
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
1" = 30'-0"

SHEET:
D000

1 PROPOSED SITE PLAN
SCALE: 1" = 15'-0"



ACCESSIBLE PARKING

TYPE	TOTAL	RANGE	REQ'D
AUTO STALLS	90	76-100	4
VAN STALLS	90	1 PER 6	1

TOTAL ON SITE PARKING STALLS 90

(1) SPACE / (3) PERSONS = PARKING CAPACITY 270

OCCUPANCY LOAD CALCULATIONS

BUILDING NAME ROOM/SPACE AREA SPEC OCCUPANCY

PAVILION	INDOOR GATHERING	586 SF	15 NET	40
PAVILION	SERVER BAR	78 SF	100 GROSS	1
PAVILION	UNISEX	56 SF	50 GROSS	1
PAVILION	UNISEX	56 SF	50 GROSS	1

PAVILION TOTAL 43

BARN - 1	OFFICE	173 SF	100 GROSS	2
BARN - 1	BACK BAR	335 SF	100 GROSS	4
BARN - 1	TERRACE VENUE	1,395 SF	15 NET	84
BARN - 1	CATERER STAGING	332 SF	200 GROSS	2
BARN - 1	UTILITY	25 SF	300 GROSS	0
BARN - 1	CORRIDOR	185 SF	100 GROSS	2
BARN - 1	WOMEN	128 SF	15 NET	6
BARN - 1	MEN	120 SF	15 NET	5
BARN - 1	STAIR / CORRIDOR	183 SF	100 GROSS	2

112

BARN - 2	BARN VENUE	2,016 SF	15 NET	135
BARN - 2	WOMEN	170 SF	15 NET	6
BARN - 2	MEN	118 SF	15 NET 5	
BARN - 2	CORRIDOR	38 SF	100 GROSS	0
BARN - 2	STAIR	130 SF	100 GROSS	2

148

BARN - 3	LOFT VENUE	646 SF	15 NET	38
BARN - 3	STAIR	130 SF	100 GROSS	2

40

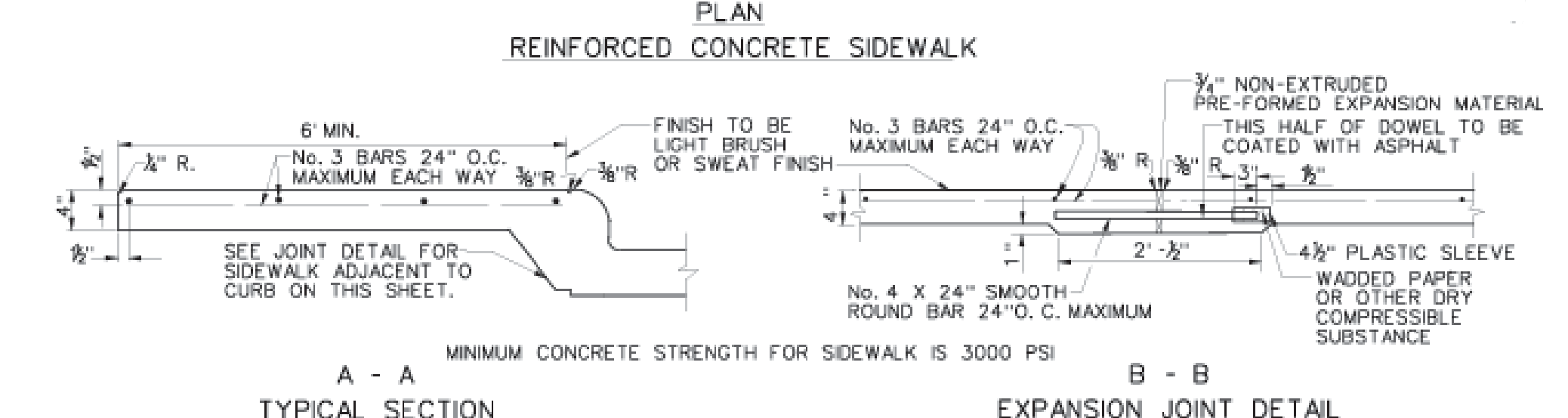
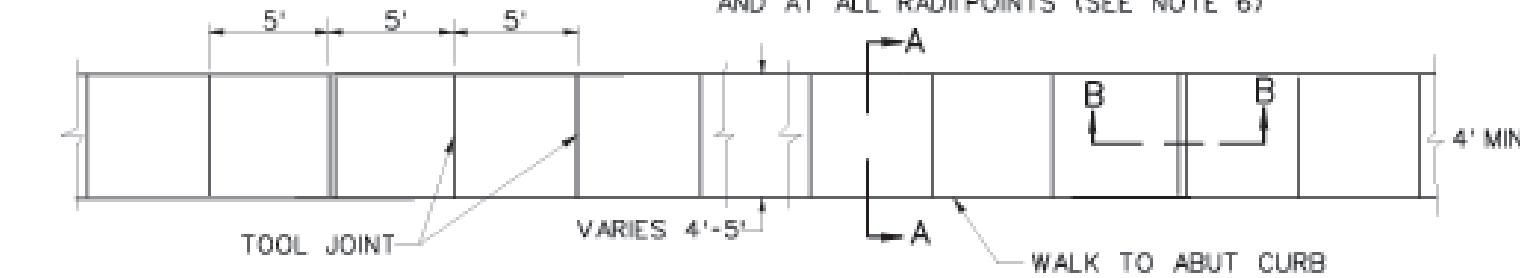
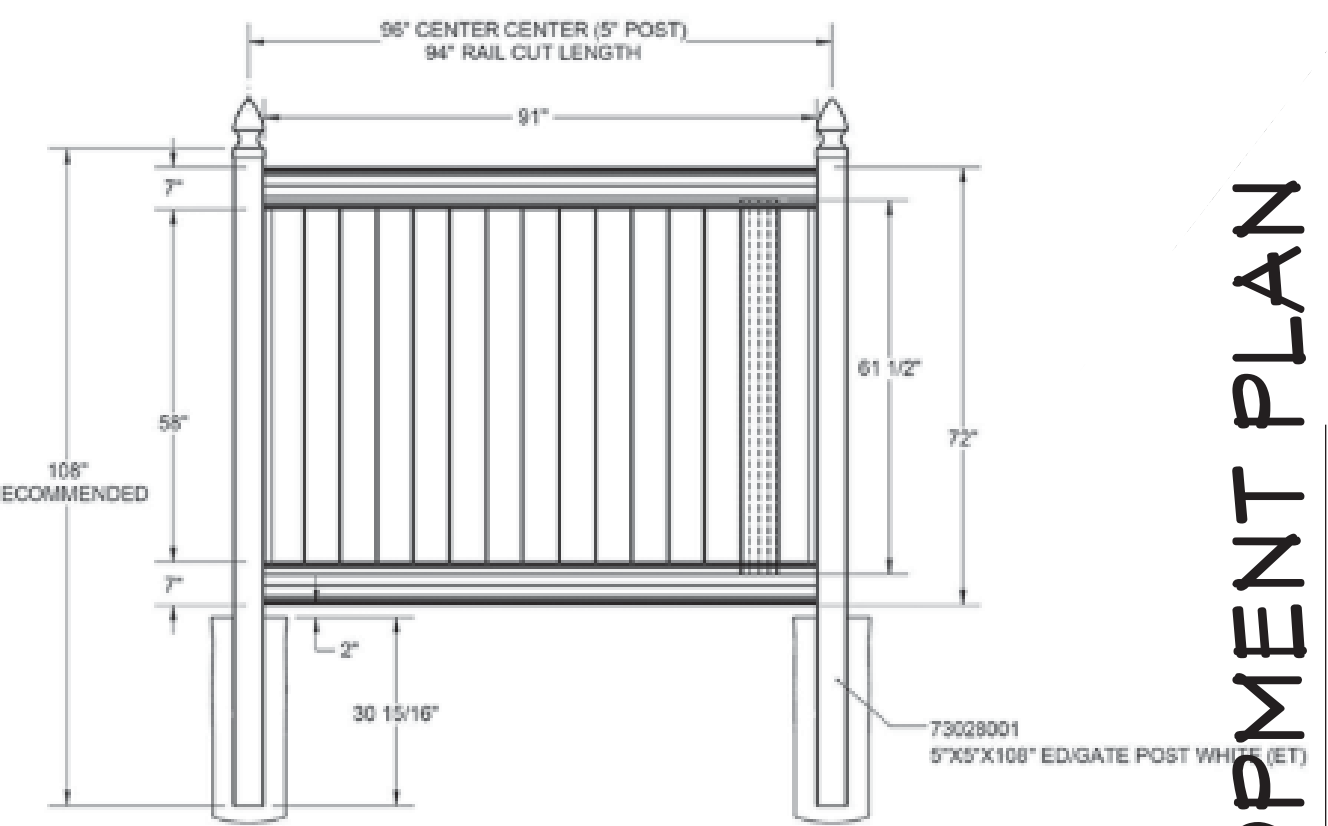
BARN TOTAL 300

20% REDUCTION FACTOR FOR SHUTTLE / HOV - 274 PERSONS

STATED MAXIMUM CAPACITY FOR ENTIRE FACILITY @ 300
PAVILION AND OUTDOOR AREAS ACCESSORY TO PRIMARY USE

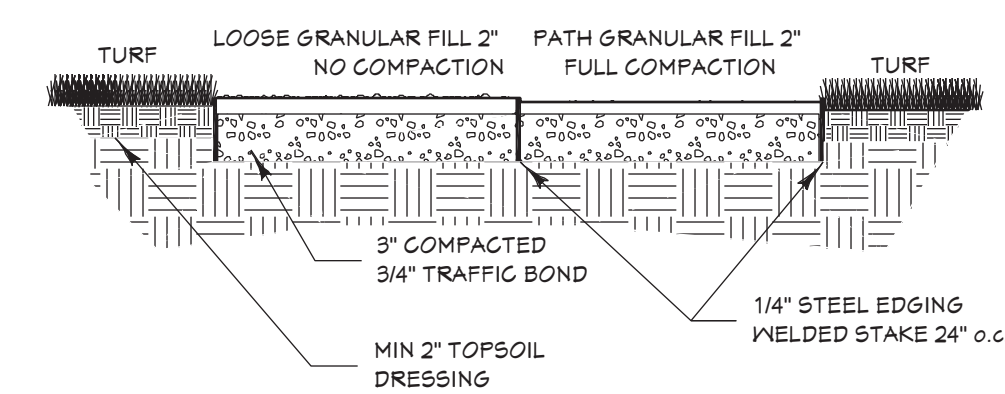
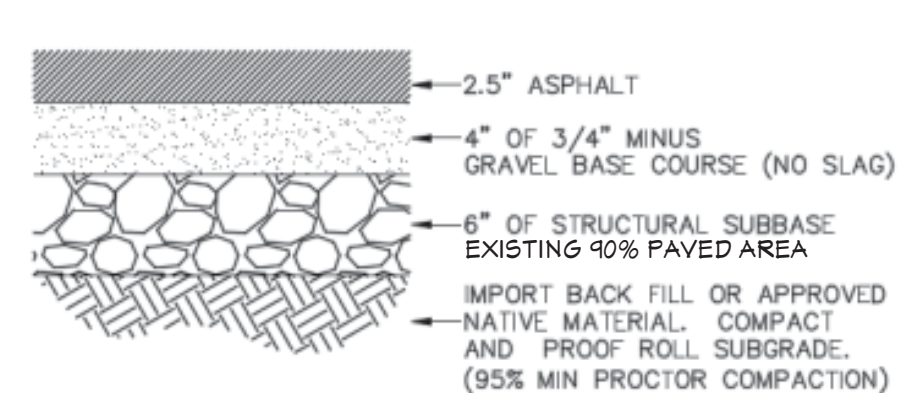
ACCESSIBLE ROUTE - EXTERIOR

SIDEWALK	WIDTH	THE MINIMUM CLEAR WIDTH OF A ACCESSIBLE ROUTE SHALL BE 36" EXCEPT AT DOORS. IF A ROUTE IS LESS THAN 60" CLEAR WIDTH, THEN PASSING SPACES AT LEAST 60" BY 60" SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200'.
	SLOPE	NO MORE THAN 1:20, CROSS SLOPE NOT TO EXCEED 1:50
	HANDRAILS	NOT REQUIRED ON THE EXTERIOR WALKS EXCEPT WHERE ADJACENT TERRAIN EXCEEDS 1:4 (25%) DOWNWARD SLOPE AWAY FROM WALK.
RAMP	WIDTH	THE MINIMUM CLEAR WIDTH OF A RAMP SHALL BE 36".
SURFACE	SLOPE	THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP SHALL BE 1:12.
	HANDRAILS	IF A RAMP RUN HAS A RISE GREATER THAN 6", OR A HORIZONTAL PROJECTION GREATER THEN 72" (6 FT.), THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS SHALL EXTEND AT LEAST 12" BEYOND THE TOP AND BOTTOM OF THE RAMP SEGMENT AND SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE. TOP OF HANDRAIL GRIPPING SURFACES SHALL BE MOUNTED BETWEEN 34" AND 38" ABOVE RAMP SURFACE.



- NOTES:
1. ALL HONEYCOMBS IN BACK OF CURB TO BE TROWEL-PLASTERED BEFORE POURING SIDEWALK.
 2. FOR SIDEWALKS AGAINST EXISTING CURB, KEYWAY SHALL BE REPLACED WITH 12" LONG No. 3 DEFORMED BARS DRILLED 4" INTO EXISTING BACK CURB AND EPOXY GROUTED ON 24" CENTERS.
 3. PAYMENT FOR KEYWAY, SUBSIDIARY TO SIDEWALK LUG PAY ITEM.
 4. PAYMENT FOR EXCAVATION, BORROW AND COMPACTION IS SUBSIDIARY TO CONCRETE SIDEWALK PAY ITEM.
 5. ALL BACKFILL SHALL BE COMPACTED IN LIFTS NOT TO EXCEED 6 INCHES TO 95% DENSITY WITH A MOISTURE WITHIN -2% TO -4% OF OPTIMUM MOISTURE.
 6. 3/4" EXPANSION JOINTS SHALL BE PROVIDED AT STREET EXPANSION JOINTS AND AT A MAXIMUM 40 FOOT SPACING IN LINE WITH STREET SAW JOINTS. A TOOL MARKED GROOVE SHALL BE PROVIDED IN LINE WITH INTERMEDIATE STREET SAW JOINTS.
 7. ALL PROPOSED SIDEWALKS MUST BE DOWELED INTO EXISTING SIDEWALK USING No. 3 DEFORMED BARS.
 8. FOR SIDEWALK WIDTH, REFER TO CITY OF DALLAS STREET DESIGN MANUAL.
 9. MINIMUM CONCRETE STRENGTH FOR SIDEWALK IS 3000 PSI.

BARRIER FREE RAMPS AT LEAD WALKS



- NOTES:
1. EXISTING PAVEMENT TO REMAIN SMOOTH TRANSITIONS OLD TO NEW.
 2. QUOTE RESURFACING / SEALING OF EXISTING SEPARATE.

SITE DEVELOPMENT PLAN



DATE	02/01/25
BY	AMB
DESCRIPTION	AMB
BID PLANS	05/30/25
SITE DEVELOPMENT	
NO.	1
	2

SHEET TITLE:
PRELIMINARY
SITE PLAN

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
1" = 15'-0"

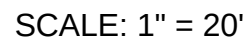
SHEET:
C100

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the City of New Berlin. All permits must be obtained by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the City of New Berlin and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads should not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt and dirt washed from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.



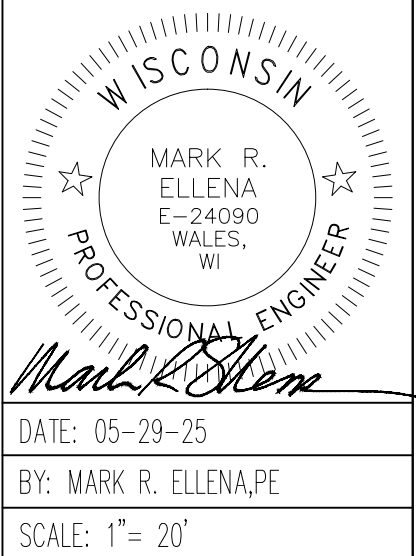
NOTE: ALL UNDERGROUND CONTRACTOR ARE REQUIRED TO FIELD LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. OBTAIN ALL CITY PERMITS PRIOR TO CONSTRUCTION.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LAND SURVEYS INC.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.



HAWTHORNE HILL FARM
16370 W SMALL ROAD, NEW BERLIN, WI

GRADING, PAVING & DRAINAGE PLAN



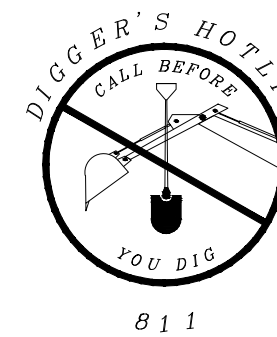
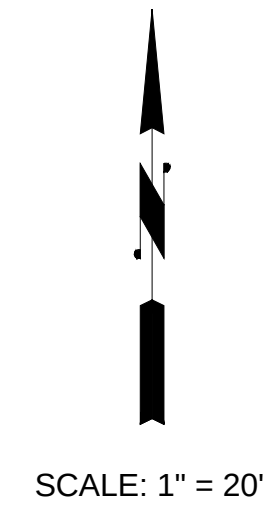
SHEET NUMBER
C200

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the City of New Berlin. All permits must be obtained by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the City of New Berlin and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt or dirt tracked from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNR AND THE CITY.

1. INSTALL SILT FENCE AS SHOWN ON THE PLAN.
2. EXCAVATE RAIN GARDEN. INSTALL STONE FILTER AT OUTLET TO ROADSIDE DITCH. DO NOT INSTALL BASIN ENGINEERED FILL AT THIS TIME. RESTORE ALL DISTURBED AREAS WITH EROSION CONTROL MATTING.
3. STRIP UNSUITABLE MATERIAL FROM THE STRUCTURAL AREAS; AS REQUIRED AND HAUL OFFSITE.
4. COMPLETE BUILDING, PARKING & LANDSCAPE AREAS.
5. TOPSOIL, RE-VEGETATE AND STABILIZE ALL REMAINING DISTURBED AREAS.
6. FOLLOWING SITE RESTORATION, REMOVE EXCESS SEDIMENT FROM RAIN GARDEN BOTTOM AND INSTALL ENGINEERED FILL AND RESTORE PER DETAIL.
8. AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE CITY, REMOVE ALL SILT FENCE, STONE OUTLET FILTER AND ANY OTHER TEMPORARY BMP'S.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LAND SURVEYS INC.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.

[illegible]



PER WDNR TECH STANDARD 1057

Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.

Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3: Select fabric type based on soil conditions and vehicles loading.

Note 4: Access point at the center full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

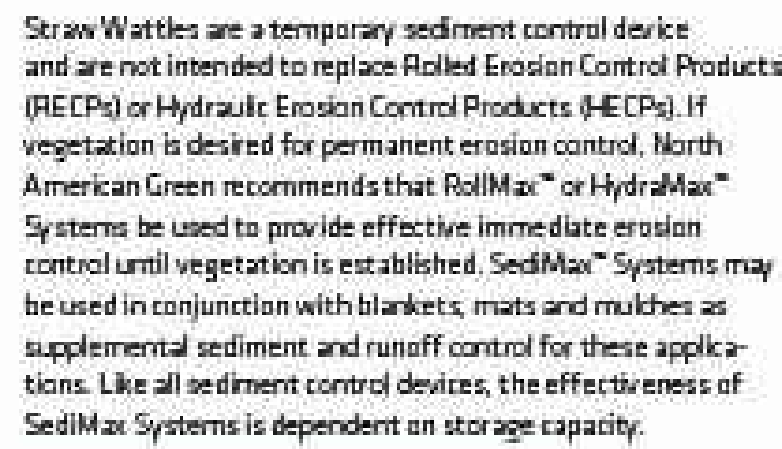
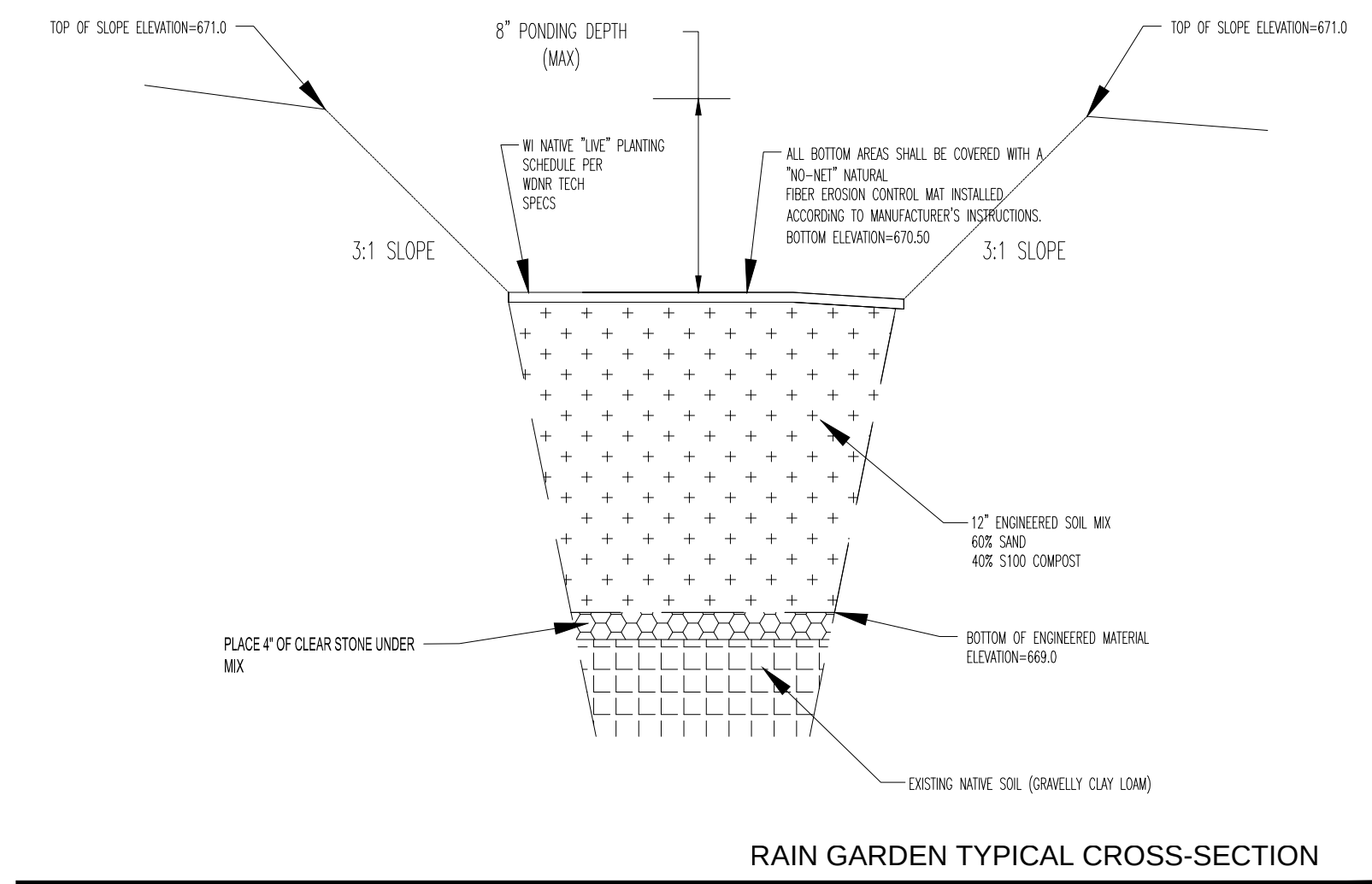
Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

THE DETENTION VOLUME REQUIRED FOR THIS SITE WILL BE MET USING 1 RAIN GARDEN AS SHOWN ON PLAN. THIS PROPOSED GREEN INFRASTRUCTURE SYSTEM EXCEED THE REQUIRED UNIT DETENTION VOLUME OF THE PROPOSED IMPERVIOUS SURFACES ON THE PROPERTY.

RAIN GARDEN MAINTENANCE TASKS	TIMELINE
EVALUATE WATERING NEEDS AND IMPLEMENT WATERING WHERE NECESSARY.	WEEKLY
HAND-WEED AND DISPOSE OF PULLED WEEDS OFF-SITE.	WEEKLY
CHECK & CLEAN ALL TRIBUTARY SWALES	MONTHLY
CHECK ALL SUBSURFACE DRAINS & CLEAR AS NEEDED	SPRING & FALL

AREA	SQUARE FEET
TOTAL PROPOSED IMPERVIOUS (SF)	16,427 S.F.
DETENTION VOLUME REQUIRED (GALLONS)	5,124 GALLONS
(1/2" RAIN X TOTAL AREA = 685 CUBIC FEET)	

RAIN GARDEN: (4.4 gallons per square foot)		UNIT DETENTION VOLUME (GAL.)
AREA (SQ. FT.)		
PROPOSED RAIN GARDEN	1200	5,984
TOTAL UNIT DETENTION VOLUME=		5,984 GALLONS (5,124 GAL. REQUIRED)



3. Begin at the location where the wattle is to be installed by excavating a 2 to 3 in. (5-7.5 cm) deep x 9 in. (22.9 cm) wide trench along the contour of the slope. Excavated soil should be placed upslope from the anchor trench (Figure 7).

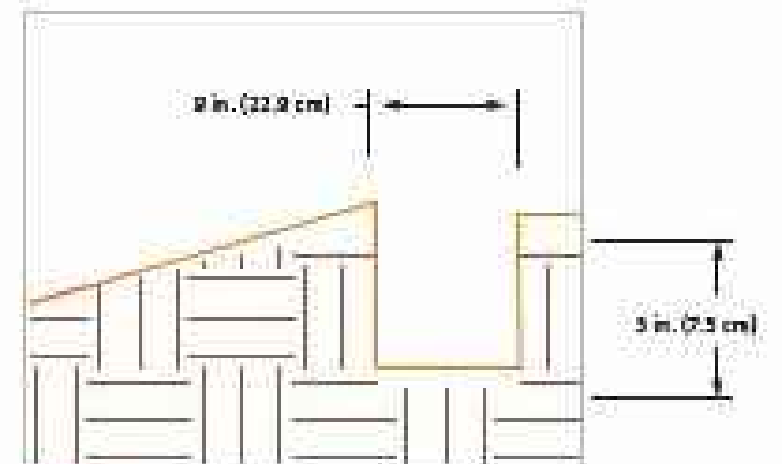


FIGURE 7

3. Place the wattle in the trench so that it contours to the soil surface. Compact soil from the excavated trench against the wattle on the uphill side. Wattles should tightly abut (Figure 8).

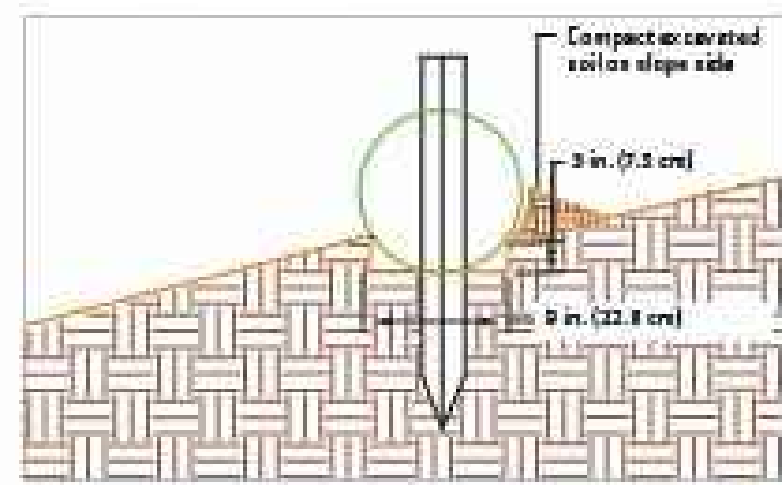


FIGURE 11

- b) Secure the wattle with a minimum of 18 to 24 in. (45.7-61 cm) stakes every 3 to 4 ft (0.9-1.2 m) and with a stake on each end. Stakes should be driven through the middle of the wattle leaving at least 2 to 3 in. (5-7.5 cm) of stake extending above the wattle (Figure 9). Stakes should be driven perpendicular to the slope face. Spacing of SedMax-SW on slope will vary based on the slope grade (Figure 10).

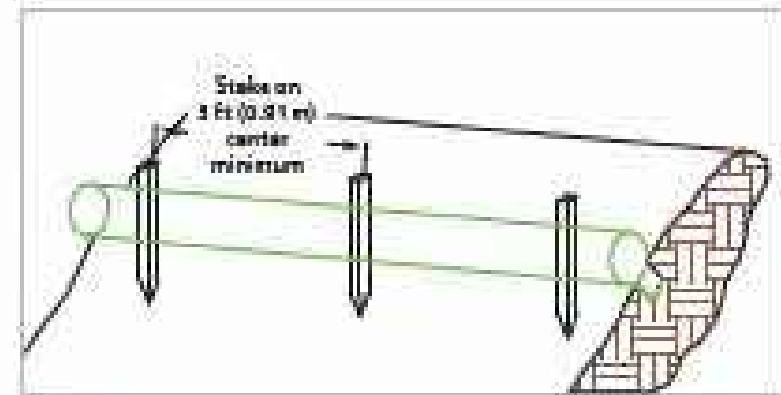


FIGURE 3

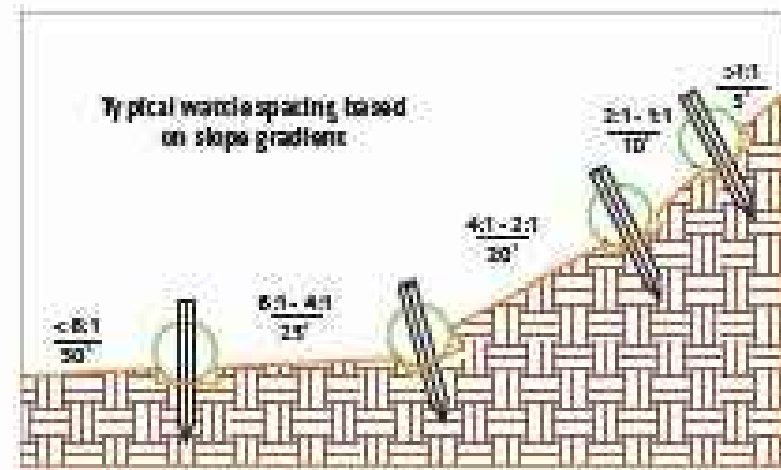


FIGURE 10

For additional installation assistance on SedMax Systems, please call 800-772-2040, visit nagreen.com or e-mail info@nagreen.com and we will be happy to put you in touch with your erosion control specialist who can assist you.

Figure 1: Typical Installation of Geotextiles. This diagram illustrates the steps for installing geotextiles in a road construction project. It includes a landscape view of a road, a plan view of a road cross-section showing the geotextile being laid, and two detailed cross-sectional insets. Inset 1 shows the geotextile being laid over a prepared subgrade, with a label "OVERLAP AND SECURE MAT PER MANUFACTURERS SPECIFICATIONS". Inset 2 shows the geotextile being laid over a prepared subgrade, with a label "INSTALL AND SECURE MAT PER MANUFACTURERS SPECIFICATIONS". The main plan view shows a road cross-section with a geotextile being laid over a prepared subgrade, with a label "OVERLAP AND SECURE MAT PER MANUFACTURERS SPECIFICATIONS".

*STAPLE PLACEMENT
SHOWN FOR
ILLUSTRATION
PURPOSES ONLY.

*IN LOOSE SOIL
CONDITIONS, THE
USE OF STAPLE OR
STAKE LENGTHS
GREATER THAN 6"
MAY BE NECESSARY
TO PROPERLY
SECURE THE RECPs.

○ KEYED NOTES (CORRESPONDING TO DETAIL ABOVE):

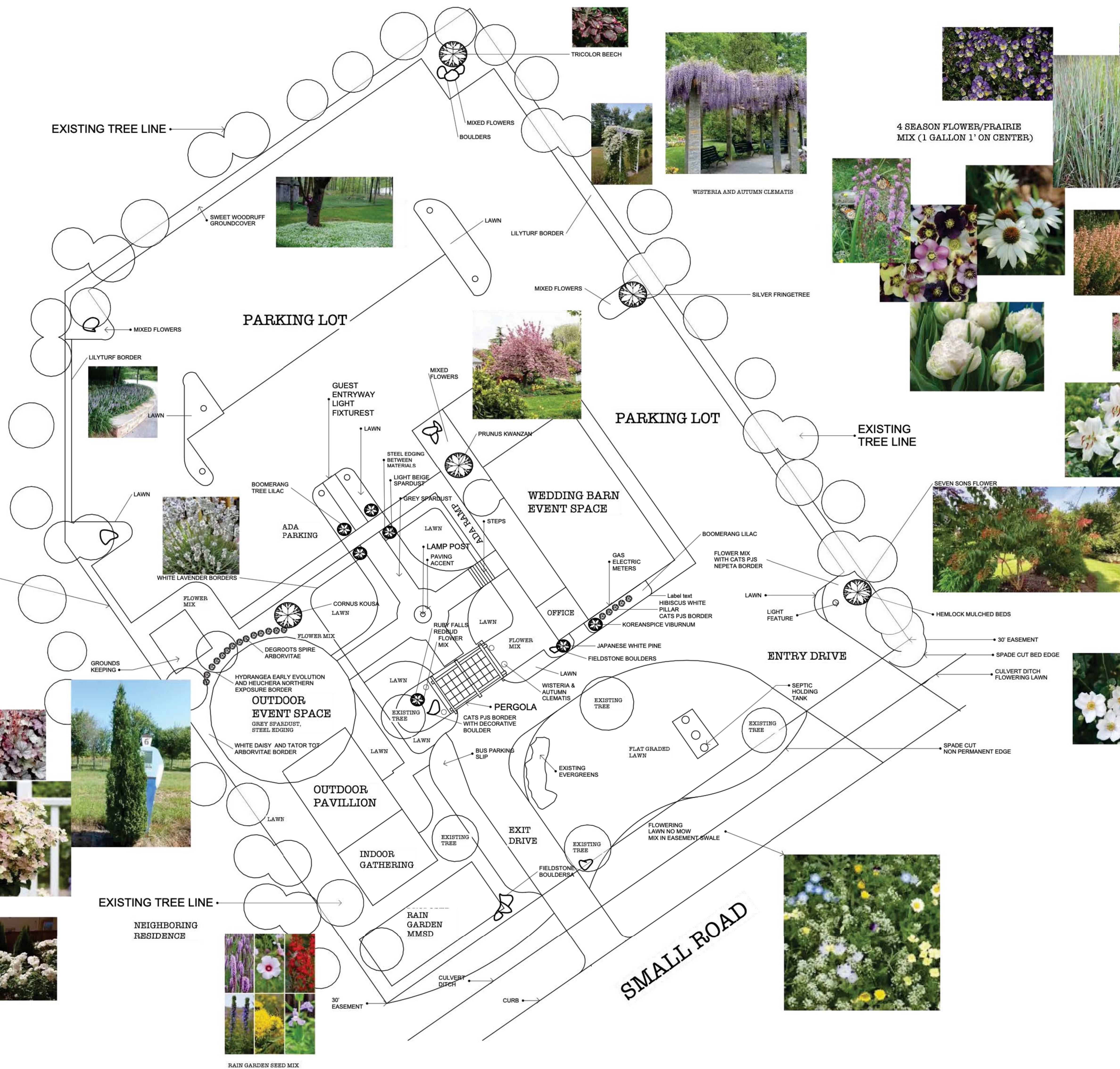
1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RCPs), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, OR SEED.
2. AT THE TOP OF THE SLOPE BY ANCHORING THE RCPs IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RCPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RCPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND COVER WITH ANCHORING RCPs. STAPLE THE RCPs TO THE SOIL SURFACE WITH ANCHORING RCPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RCPs.
3. ROLL THE RCPs (a) DOWN OR (b) HORIZONTALLY ACROSS THE SLOPE. RCPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RCPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS. STAPLES/STAKES SHOULD BE PLACED AT THE TOP OF THE SLOPE AND AT THE BOTTOM OF THE SLOPE. STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RCPs MUST BE STAPLES WITH APPROXIMATE 2"-5" OVERLAP, DEPENDING ON RCP TYPE.
5. THE EDGES OF RCPs MUST BE STAPLED TO THE SOIL SURFACE WITH ANCHORING RCPs WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART, ACROSS ENTIRE RCP'S WIDTH.

IMPORTANT NOTES:

1. SLOPE EROSION MAT TO BE CLASS I, TYPE B MAT AS APPROVED IN THE WI DOT PRODUCT ACCEPTABILITY LISTS
2. CONTRACTOR RESPONSIBLE FOR EROSION MAT INSTALLATION SHALL BE RESPONSIBLE FOR ENSURING EROSION MAT IS INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND PER WI DNR TECHNICAL STANDARD 1052, NON-CHANNEL EROSION MAT.

EROSION MATTING: WDNR TS-1052

[illegible]



LANDSCAPE DESIGN
EDIBLE * SUSTAINABLE * LOCAL

Katie Jean Fedorski
(262) 483-3901
katie.jean.fedorski@gmail.com

5 ACRE FARM
812 CHURCH ST UNIT 2
ALLENTON, WI 53002



PROJECT HAWTHORNE HILL FARM

Brookwater Group

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

PROJECT DETAILS
EVENT VENUE
Drawn By:

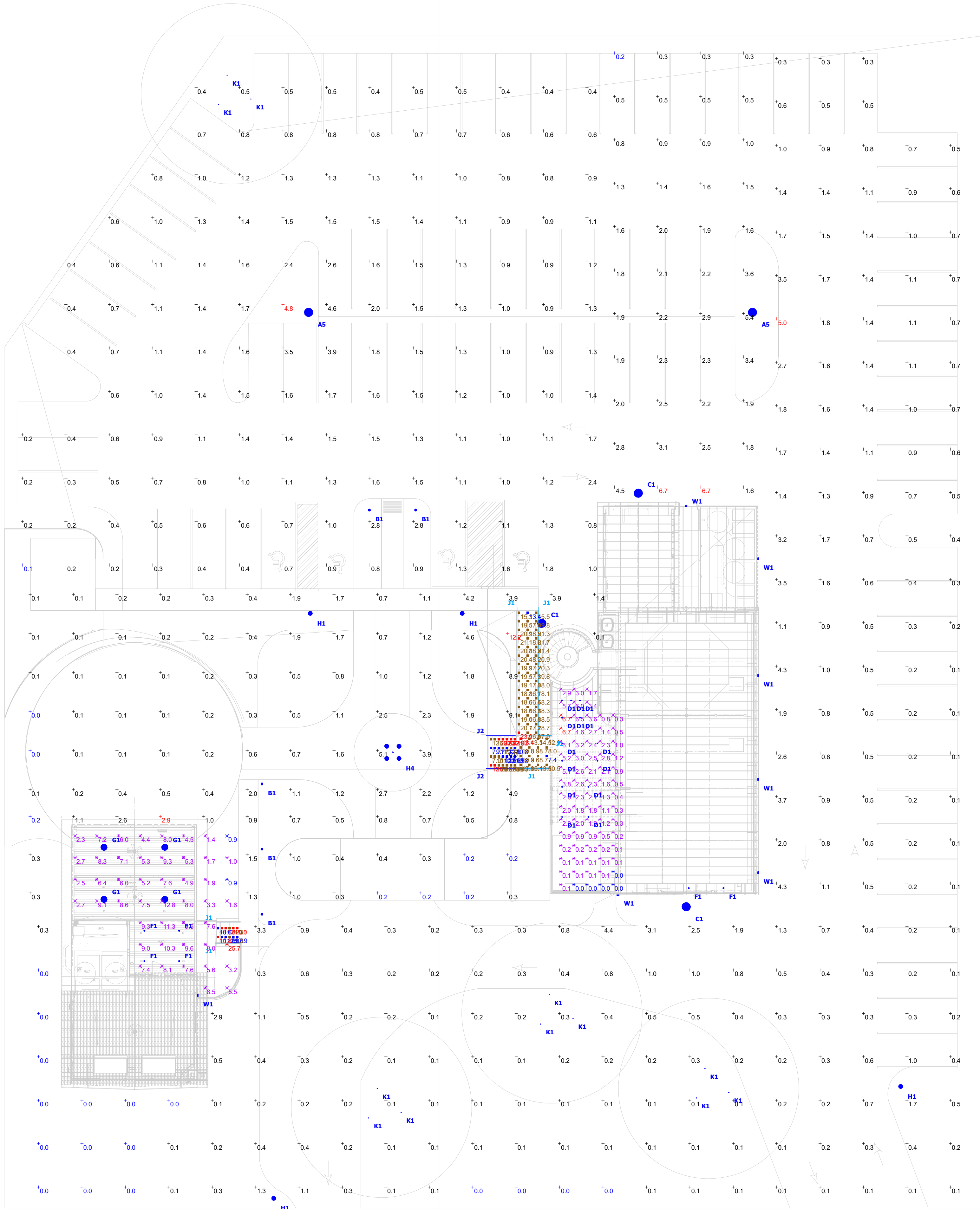
Drawn By:
Katie Jean

ISSUE DATE
5-29-25

PROJECT ADDRESS
16370 W SMALL RD

NEW BRUNSWICK, N.J.
53151

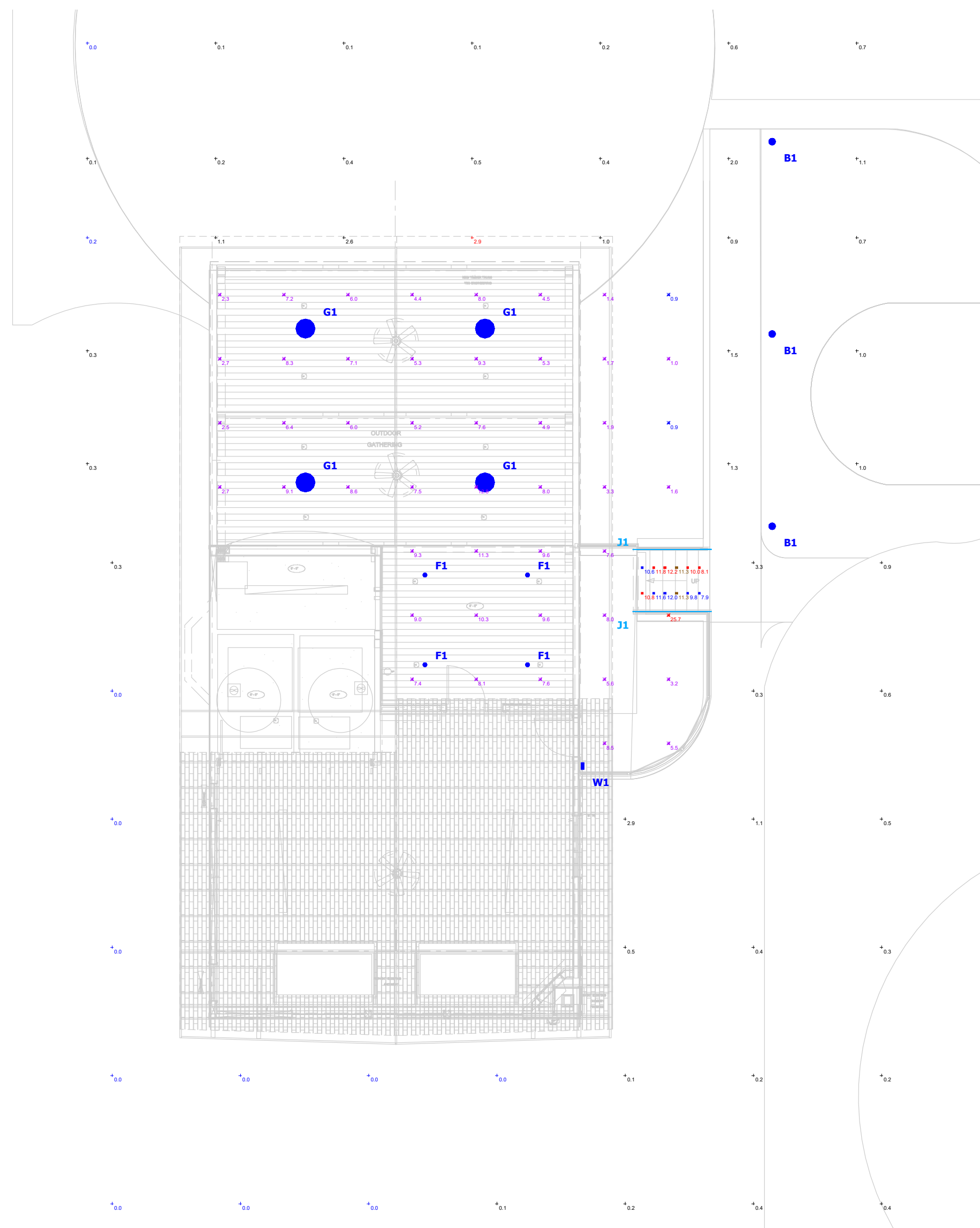
01



Plan View
Scale - 1" = 14ft

Schedule							
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	Input Power
	A5	2	U.S. ARCHITECTURAL LIGHTING	GLX-VLED-VSQ-100LED-525mA-30K-120-BLACK	160W, 3000K DECORATIVE LED POST TOP AREA LIGHT, TYPE 5 DISTRIBUTION - MOUNTED TO TOP OF 20' POLE	162	160
	B1	5	KUZZO LIGHTING	EB490xx-BK-UNV	42", 3000K, 42" BOLLARD, SYMMETRICAL DISTRIBUTION	839	24.7
	C1	3	BARN LIGHT	G-WHS18-10X-G32-NA-10X-NA-NA-NA-LED38-3000K-DL	24" WAREHOUSE SHADE WITH 38W INTEGRAL LED AND 2' GOOSE NECK ARM	3000	38
	D1	14	GM LIGHTING	GML-RO-B	1W RECESSED MINI DOWNLIGHT - RECESSED IN PERGOLA	86	1
	F1	6	MAXIM LIGHTING	57690-XX	5.5" DIAMETER SURFACE DOWNLIGHT DISC	898	12.3
	G1	4	BARNLIGHT	BLE-S-WHS14-100-ST524-NA-100-NA-NA-NA-LED16-3000K-FL	16" WAREHOUSE SHADE PENDANT WITH 16W INTEGRAL LED FLAT LENS AND 24" STEM	1250	16
	H1	4	LIVEX LIGHTS	7522-XX	DECORATIVE SINGLE POST TOP WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMP (S12447) - MOUNTED TO 6' DECORATIVE POST TO MATCH TYPE H4 (7709-XX)	2711	18.5561
	H4	1	LIVEX LIGHTS	7711-XX	DECORATIVE QUAD POST WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMPS (S12447) - 93" HEIGHT	2711	74.2244
	J1	6	GM LIGHTING	LTR-P-WP-24V-1.5W-30K-XXFT	1.5W/FT, 3000K, WET LOCATION TAPE LIGHT IN RAILING CHANNEL - WITH DIMMABLE DRIVER	121	1.5
	J2	2	GM LIGHTING	LTR-P-WP-24V-3.0W-30K-XXFT	3.0W/FT, 3000K WET LOCATION TAPE LIGHT IN RAILING CHANNEL WITH DIMMABLE DRIVER	225	3
	K1	12	HINKLEY	1536BSK-WMA27K	SMALL GROUND OR TREE MOUNTED ADJUSTABLE LANDSCAPE UPLIGHT 2700K	691	12
	W1	7	AFX	POLW0708LAJDXX	ADJUSTABLE LED WALLPACK - 3000K, 15W	1881	15

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST STAIR AVERAGE		15.2 fc	23.4 fc	7.7 fc	3.0:1	2.0:1
EAST STAIR LANDING		11.7 fc	18.4 fc	7.4 fc	2.5:1	1.6:1
PAVILLION AREA		6.5 fc	25.7 fc	0.9 fc	28.6:1	7.2:1
RAMP		18.7 fc	23.9 fc	13.4 fc	1.8:1	1.4:1
SITE CENTER AREA		1.2 fc	12.2 fc	0.0 fc	N/A	N/A
SITE PERIMETER - PARKING AND FRONT GRASSY AREA		1.0 fc	6.7 fc	0.0 fc	N/A	N/A
WEST STAIR AVERAGE		10.6 fc	12.2 fc	7.9 fc	1.5:1	1.3:1
BARN PATIO		1.8 fc	6.7 fc	0.0 fc	N/A	N/A

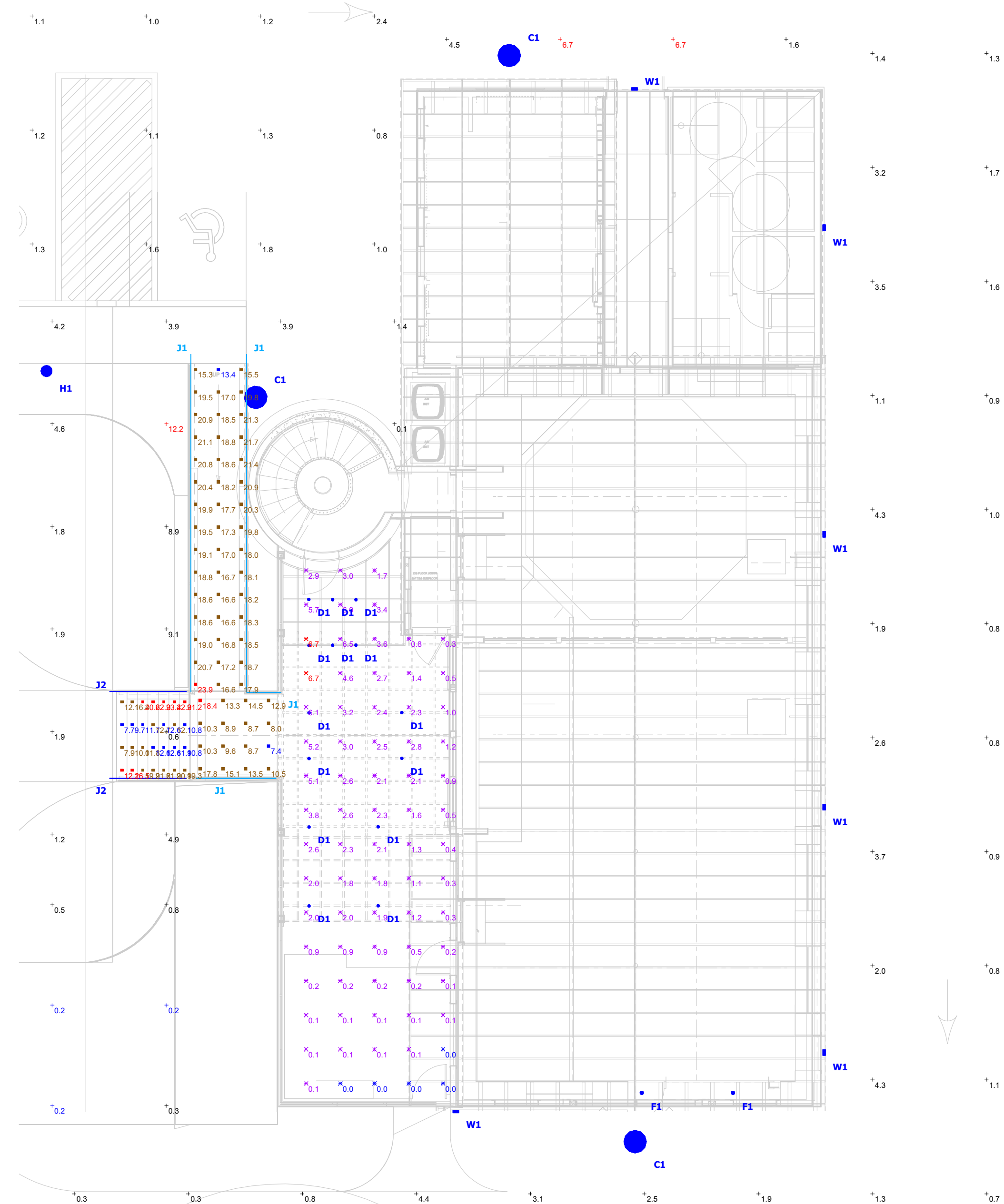


Plan View - A

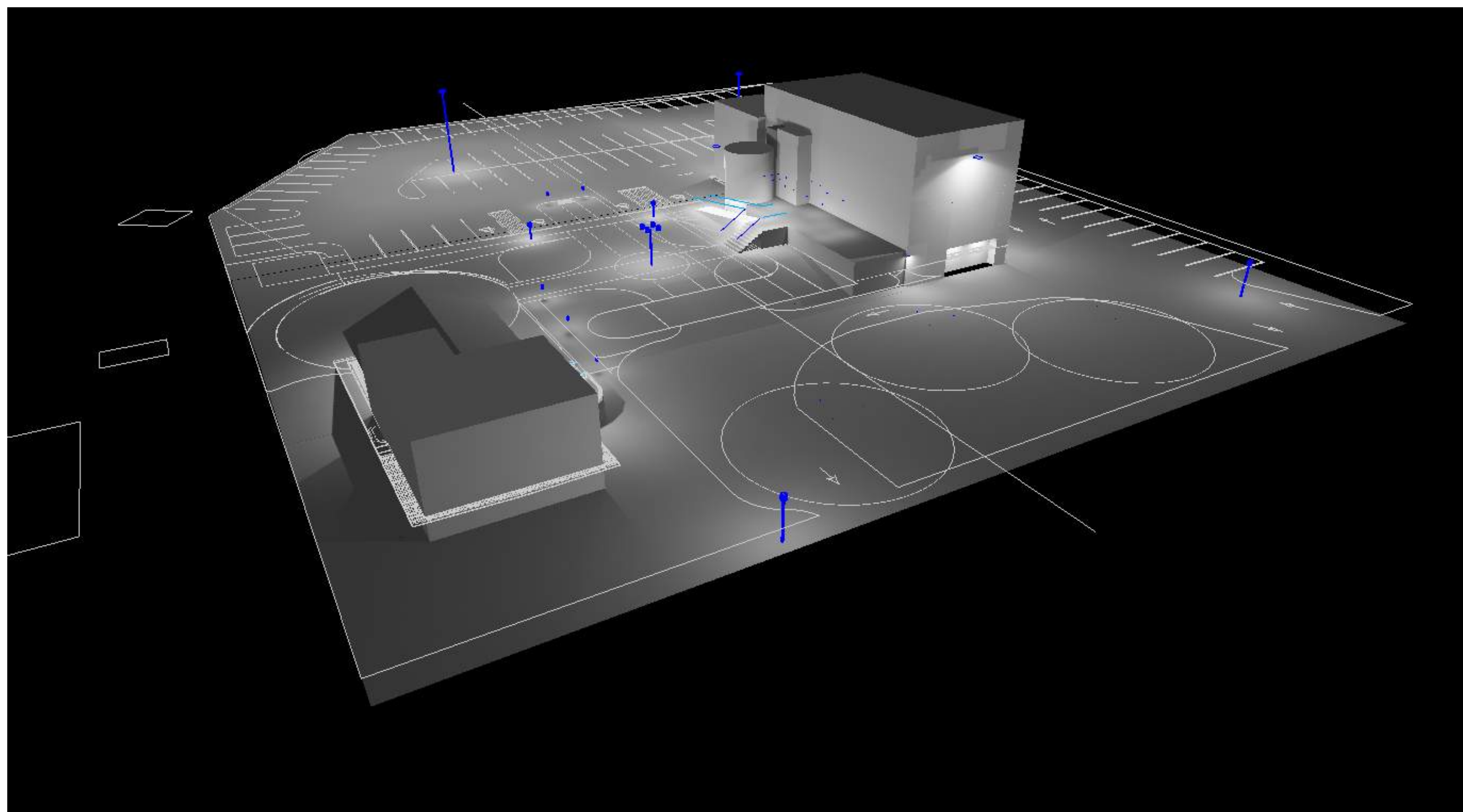
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST STAIR AVERAGE		15.2 fc	23.4 fc	7.7 fc	3.0:1	2.0:1
EAST STAIR LANDING	■	11.7 fc	18.4 fc	7.4 fc	2.5:1	1.6:1
PAVILLION AREA	✕	6.5 fc	25.7 fc	0.9 fc	28.6:1	7.2:1
RAMP	■	18.7 fc	23.9 fc	13.4 fc	1.8:1	1.4:1
WEST STAIR AVERAGE		10.6 fc	12.2 fc	7.9 fc	1.5:1	1.3:1
BARN PATIO	✕	1.8 fc	6.7 fc	0.0 fc	N/A	N/A

Schedule							
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	Input Power
○	B1	5	KUZCO LIGHTING	EB490xx-BK-UNV	42", 3000K, 42" BOLLARD, SYMMETRICAL DISTRIBUTION	839	24.7
○	C1	3	BARN LIGHT	G-WHS18-10X-G32-NA-10X-NA-NA-NA-LED38-3000K-DL	24" WAREHOUSE SHADE WITH 38W INTEGRAL LED AND 2' GOOSE NECK ARM	3000	38
○	D1	14	GM LIGHTING	GML-RO-B	1W RECESSED MINI DOWNLIGHT - RECESSED IN PERGOLA	86	1
○	F1	6	MAXIM LIGHTING	57690-XX	5.5" DIAMETER SURFACE DOWNLIGHT DISC	898	12.3
○	G1	4	BARNLIGHT	BLE-S-WHS14-100-ST524-NA-100-NA-NA-NA-LED16-3000K-FL	16" WAREHOUSE SHADE PENDANT WITH 16W INTEGRAL LED FLAT LENS AND 24" STEM	1250	16
○ ○ ○ ○	H4	1	LIVEX LIGHTS	7711-XX	DECORATIVE QUAD POST WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMPS (S12447) - 93" HEIGHT	2711	74.2244
	J1	6	GM LIGHTING	LTR-P-WP-24V-1.5W-30K-XXFT	1.5W/FT, 3000K, WET LOCATION TAPE LIGHT IN RAILING CHANNEL - WITH DIMMABLE DRIVER	121	1.5
	J2	2	GM LIGHTING	LTR-P-WP-24V-3.0W-30K-XXFT	3.0W/FT, 3000K WET LOCATION TAPE LIGHT IN RAILING CHANNELWITH DIMMABLE DRIVER	225	3
□	W1	7	AFX	POLW0708LAJDXX	ADJUSTABLE LED WALLPACK - 3000K, 15W	1881	15

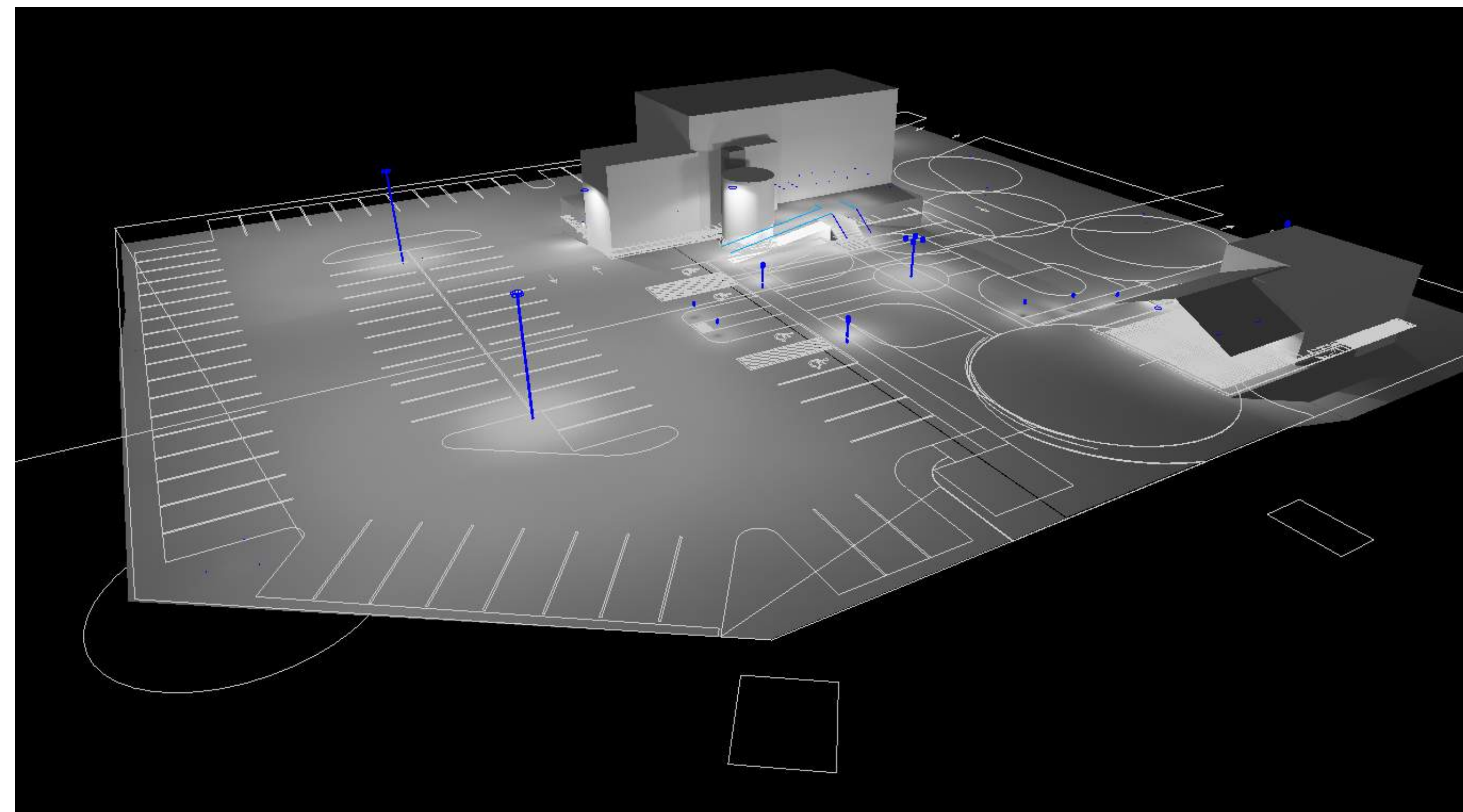
Plan View
Scale - 1" = 8ft



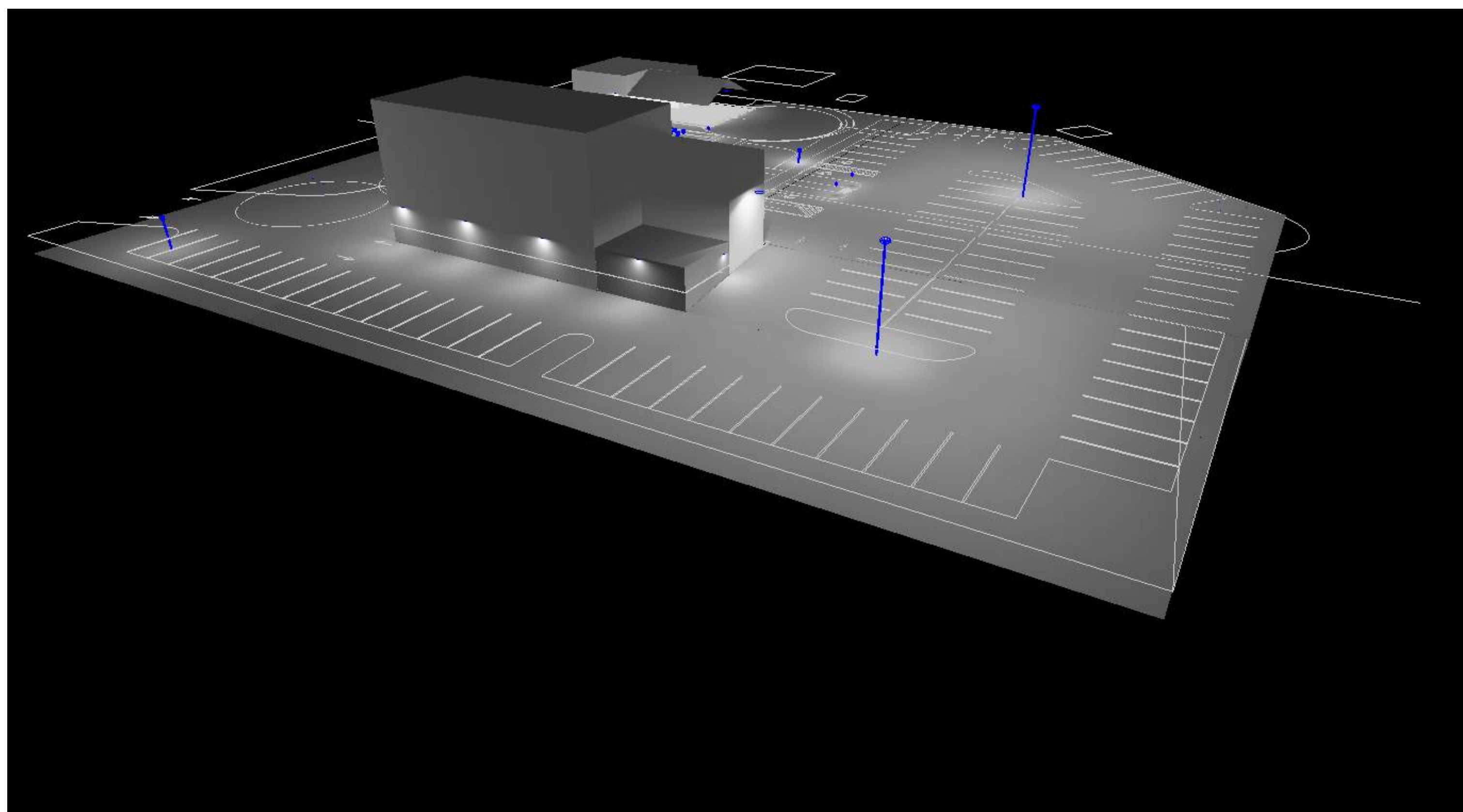
Plan View - A



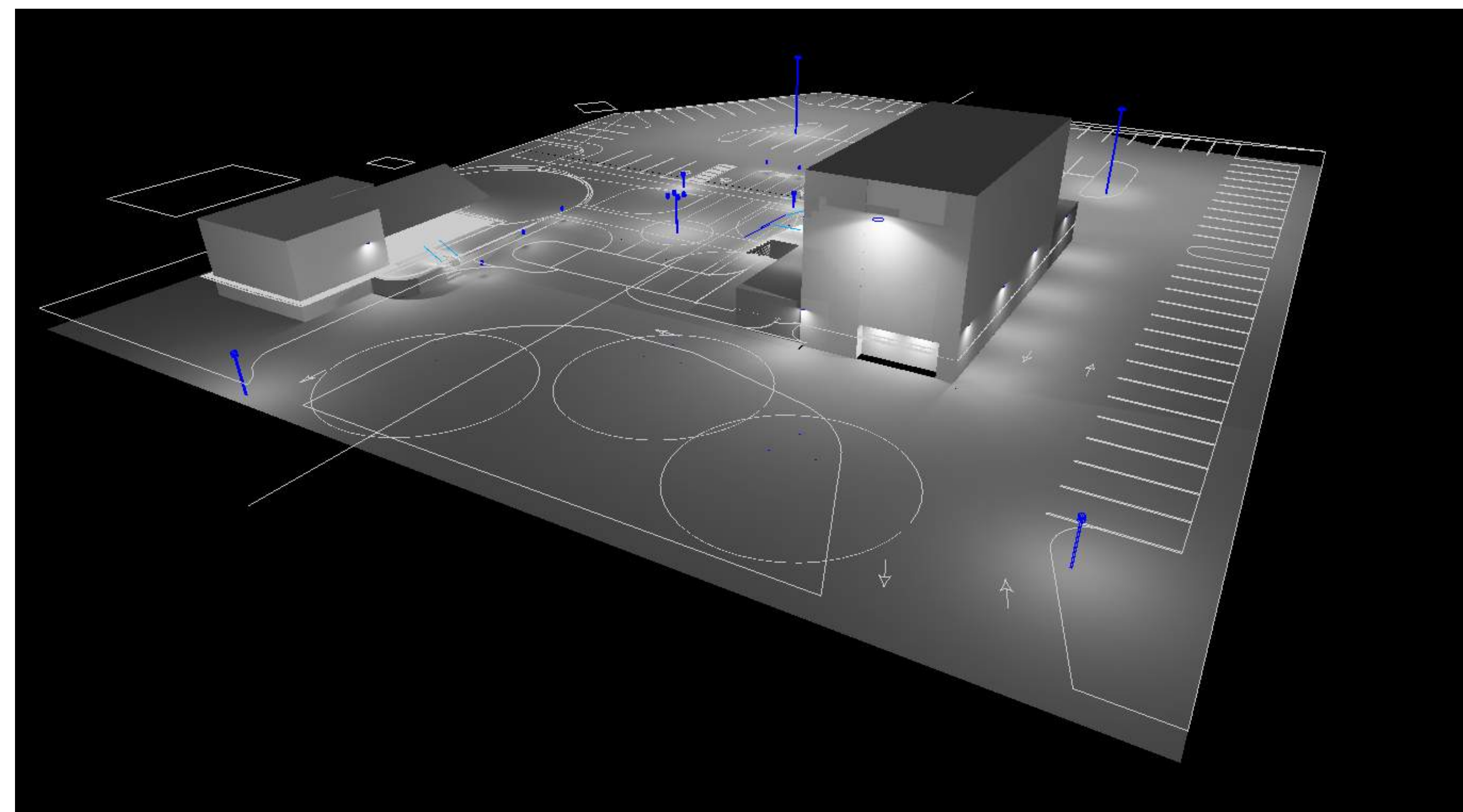
View #1



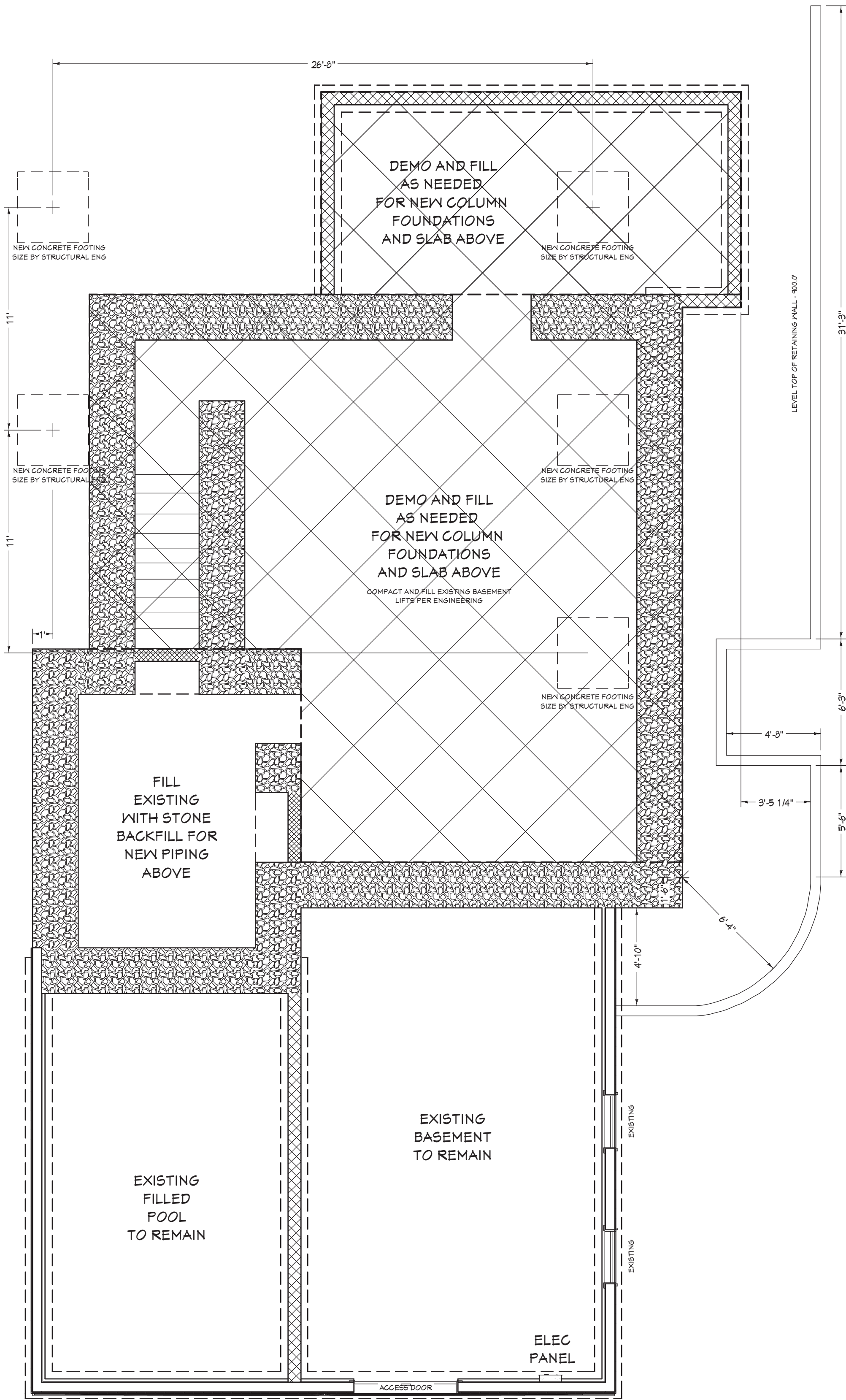
View #2



View #3

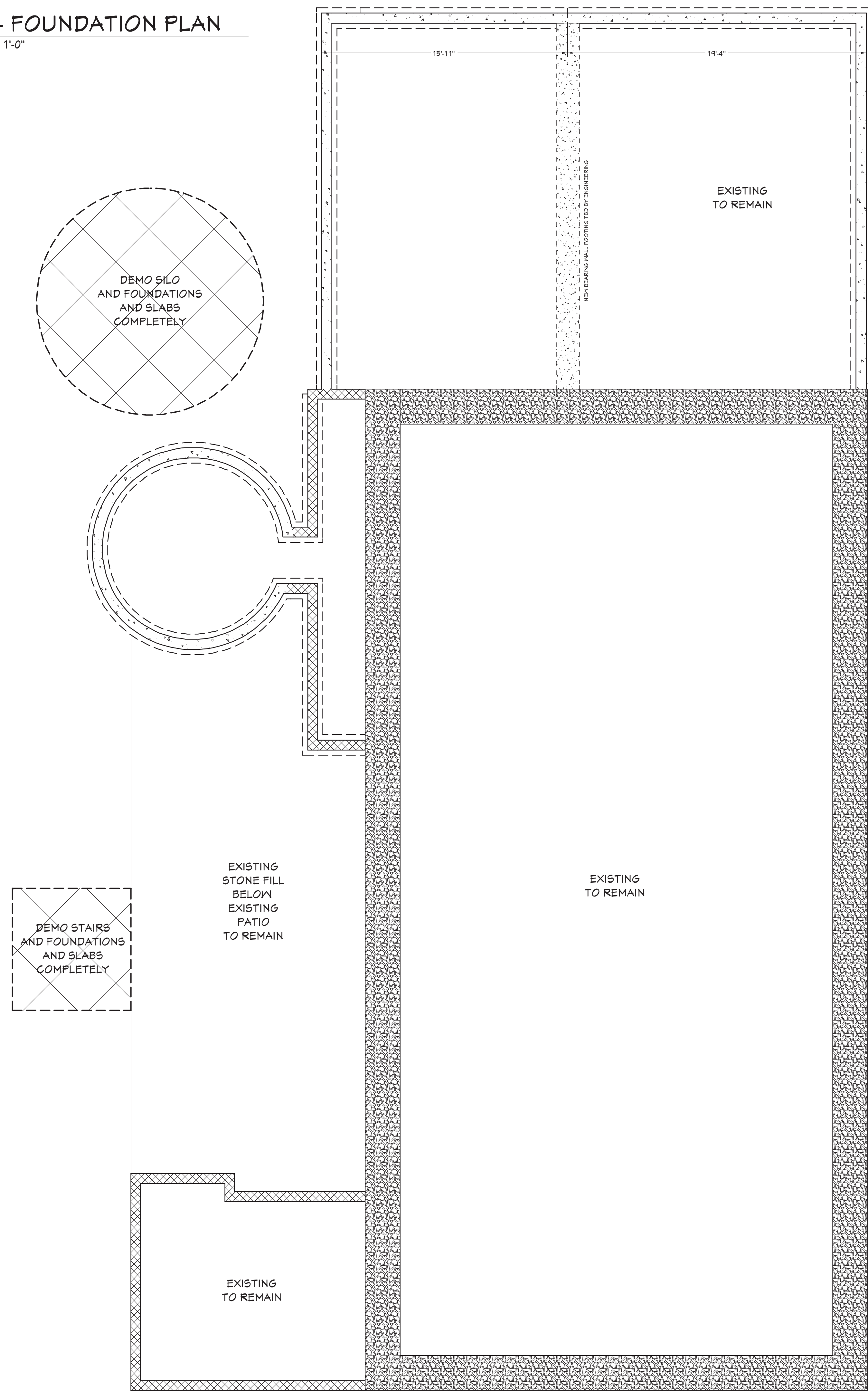


View #4

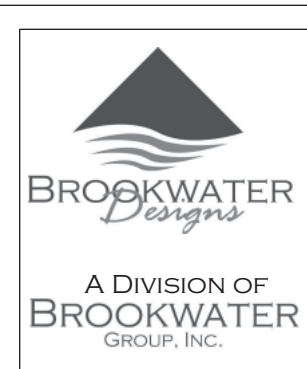


1
A4 PAVILION - FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

2
A4 BARN - FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
FOUNDATION
DEMOLITION PLAN

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, VT 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, VT 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

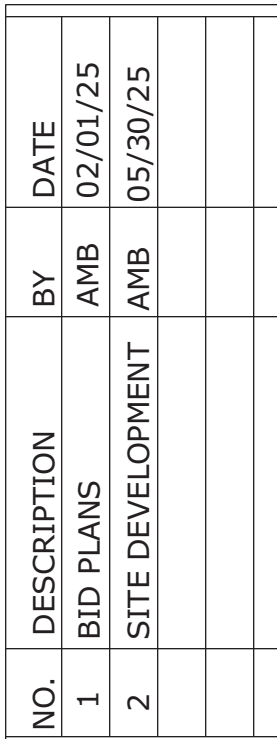
1/4" = 1'-0"

SHEET:

A-1

[illegible]

2 BARN - TERRACE PLAN
A5 SCALE: 1/4" = 1'-0"



PROJECT DESCRIPTION:

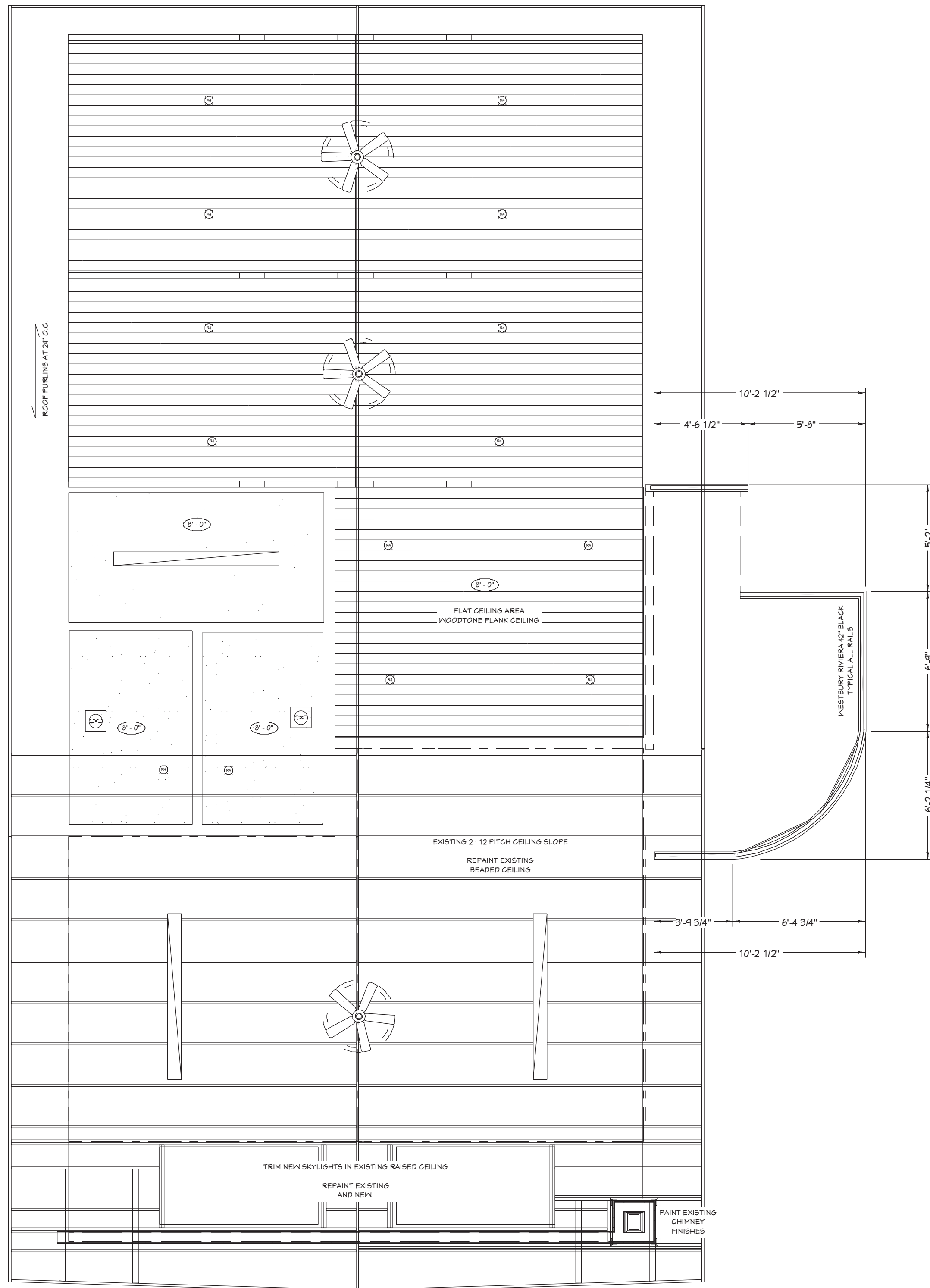
HAWTHORNE HILL FARM

HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

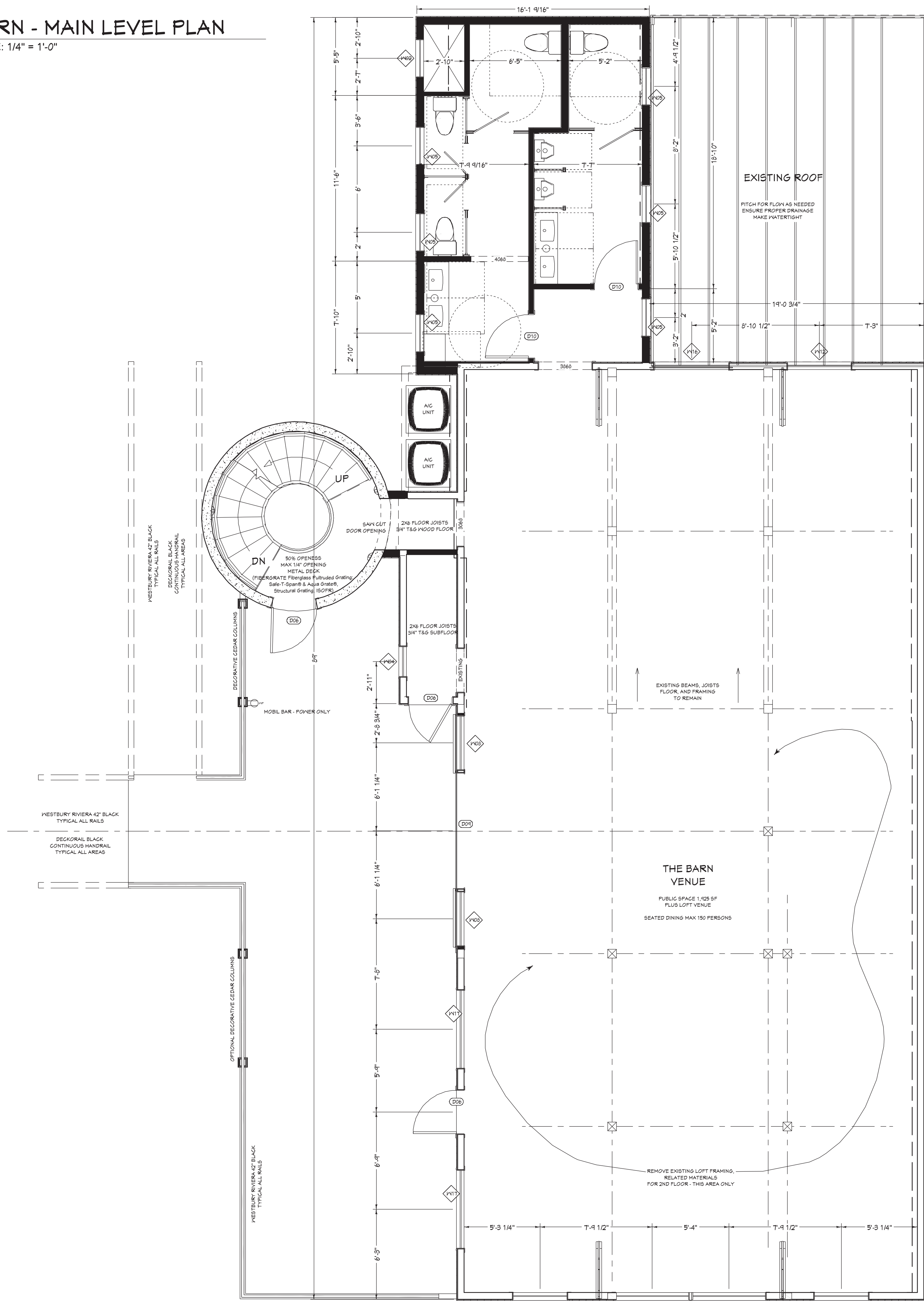
DATE:
5/30/2025
SCALE:
1/4" = 1'-0"
SHEET:
A-2

DOOR SCHEDULE					
NUMBER	QTY	WIDTH	HEIGHT	THICKNESS	DESCRIPTION
D01	1	132"	42"	1 3/4"	EXT. 4 DR. BIFOLD-GLASS PANEL
D02	1	108"	84"	1 3/4"	GARAGE-AVANTE 3 PANEL 21"
D04	2	14"	84"	1 3/4"	SIDE LITE
D05	1	36"	84"	1 3/4"	EXT. HINGED- 504 SASH
D06	8	36"	80"	1 3/4"	EXT. HINGED- 504 SASH
D08	1	60"	84"	1 3/4"	EXT. DOUBLE HINGED- 504 SASH
D09	1	46"	96"	1 3/4"	EXT. DOUBLE BARN- 504 SASH
D10	7	36"	80"	1 3/8"	HINGED- 160 INTERIOR
D11	1	72"	80"	1 3/8"	DOUBLE HINGED- 160 INTERIOR
D12	2	36"	84"	1 3/4"	EXT. HINGED- 504 SASH



1 PAVILION - CEILING PLAN
A6 SCALE: 1/4" = 1'-0"

2 BARN - MAIN LEVEL PLAN
A6 SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN

MAIN LEVEL
FLOOR PLAN

PROJECT DESCRIPTION:

HAWTHORNE HILL FARM

HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:

BROOKWATER GROUP

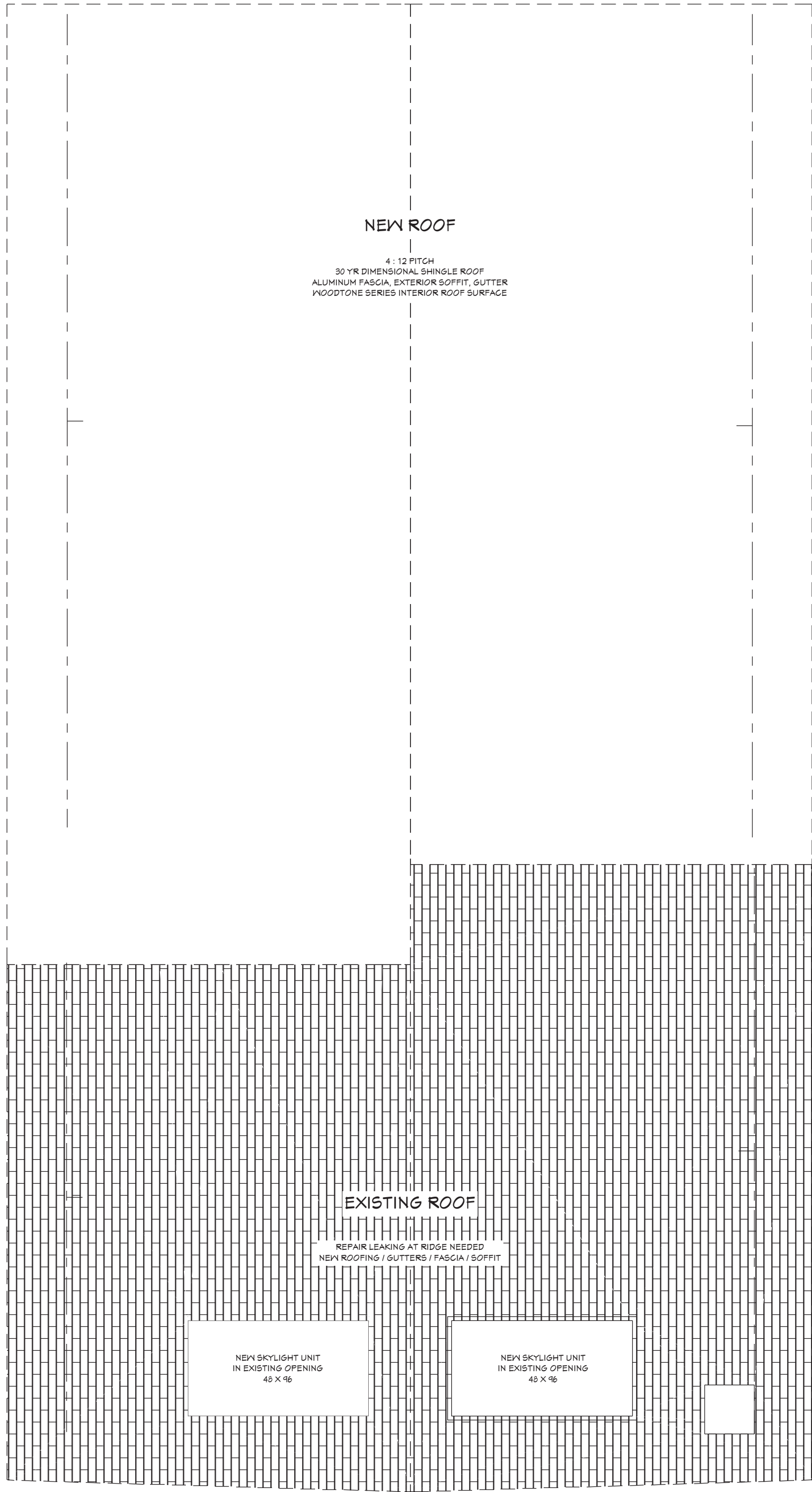
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
 $1/4" = 1'-0"$

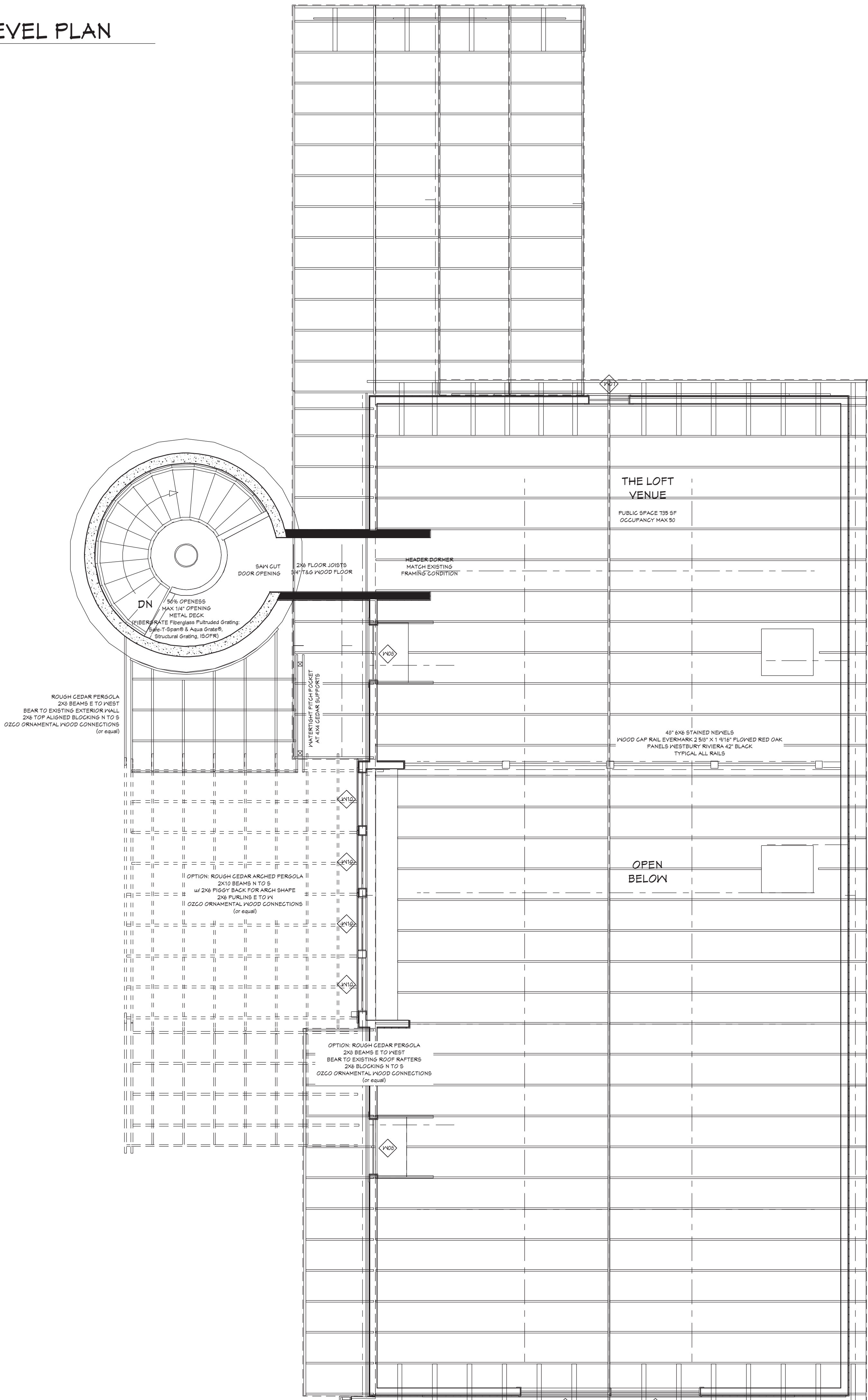
SHEET:

A-3



1
A4 PAVILION - ROOF PLAN
SCALE: 1/4" = 1'-0"

2
A4 BARN - MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



A DIVISION OF
BROOKWATER
GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:

UPPER LEVEL
FLOOR PLAN

PROJECT DESCRIPTION:

HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:

BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

1/4" = 1'-0"

SHEET:

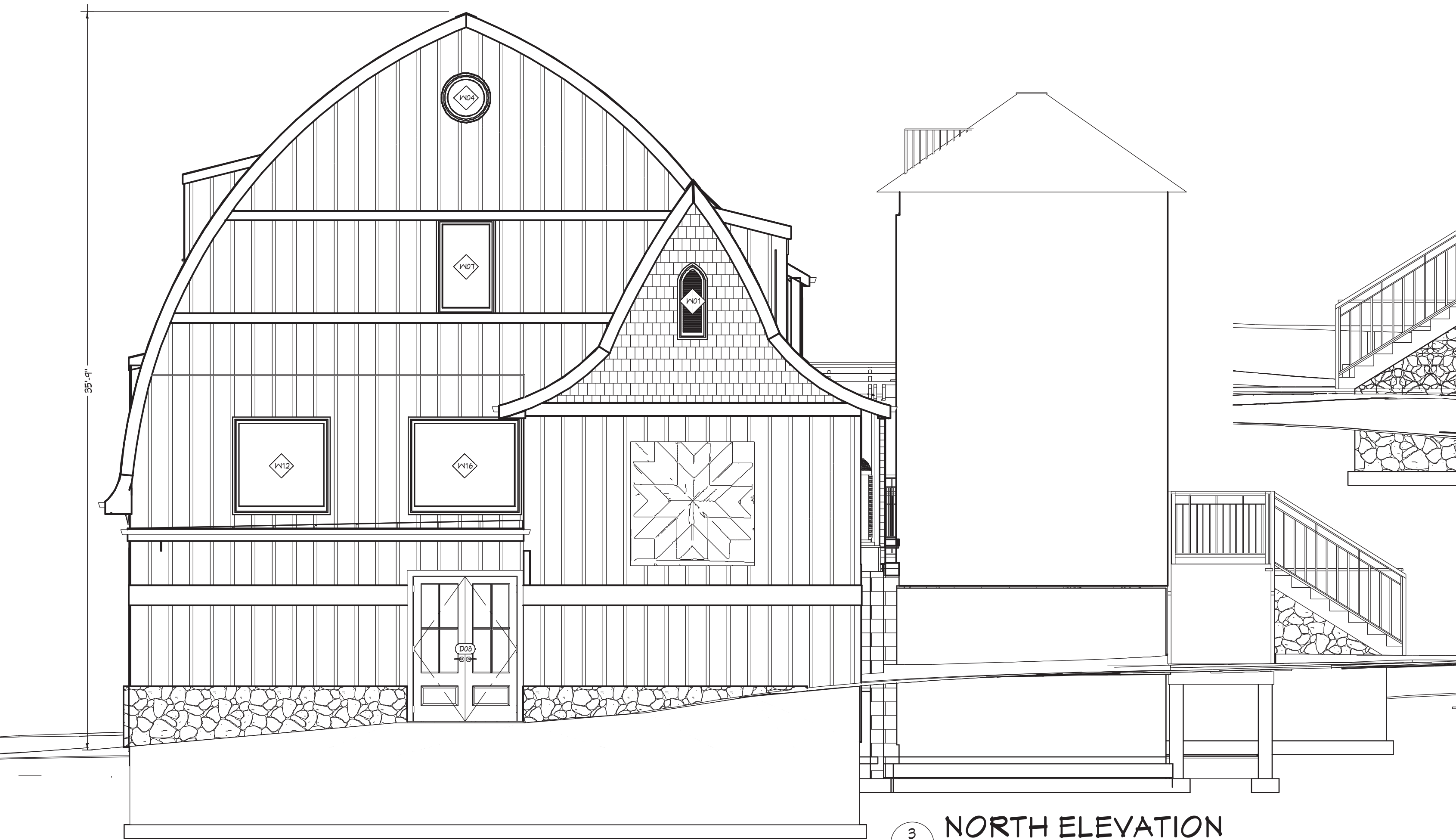
A-4



3 WEST ELEVATION
A5 SCALE: 1/4" = 1'-0"

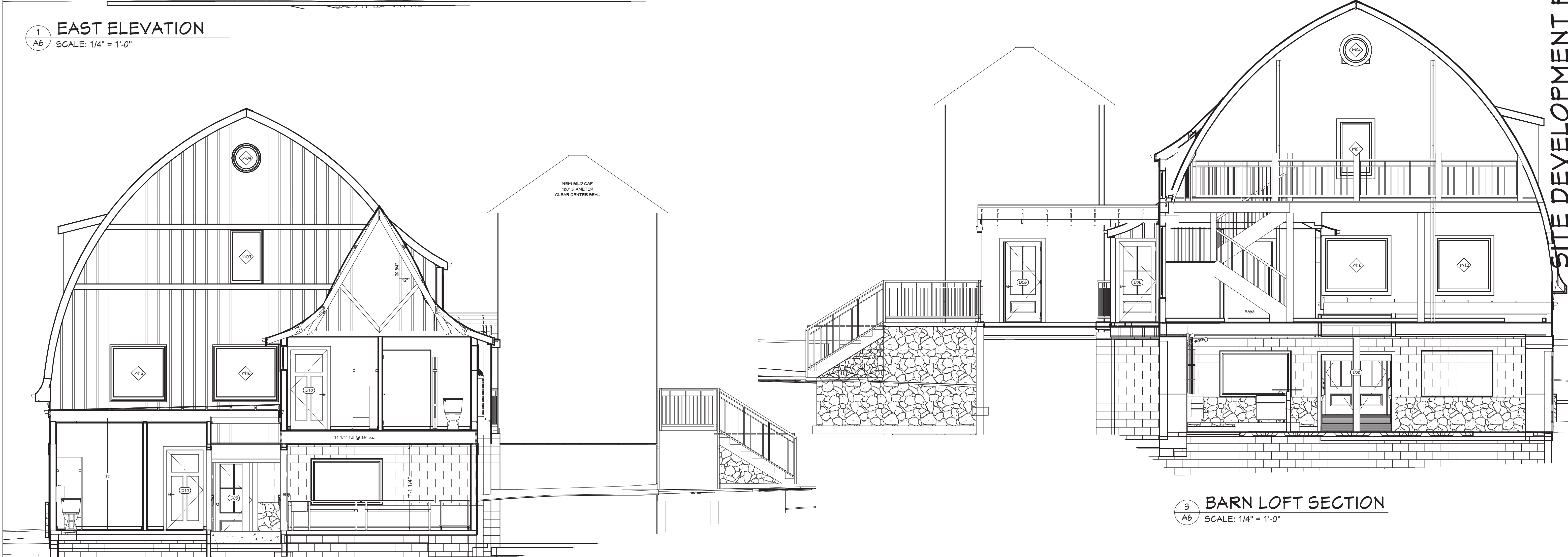


2 SOUTH ELEVATION
A5 SCALE: 1/4" = 1'-0"





1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



3 BARN LOFT SECTION
SCALE: 1/4" = 1'-0"



2 NORTH ADDITION SECTION
SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
**BARN VENUE
CROSS SECTION
ELEVATION**

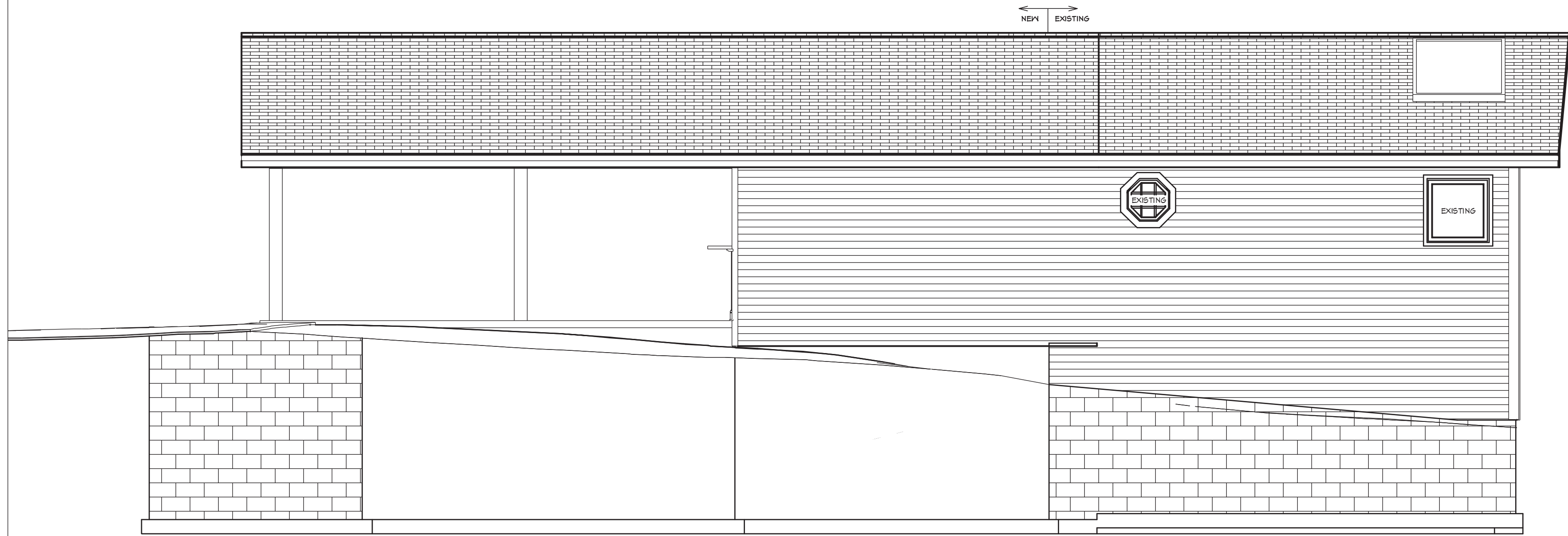
PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

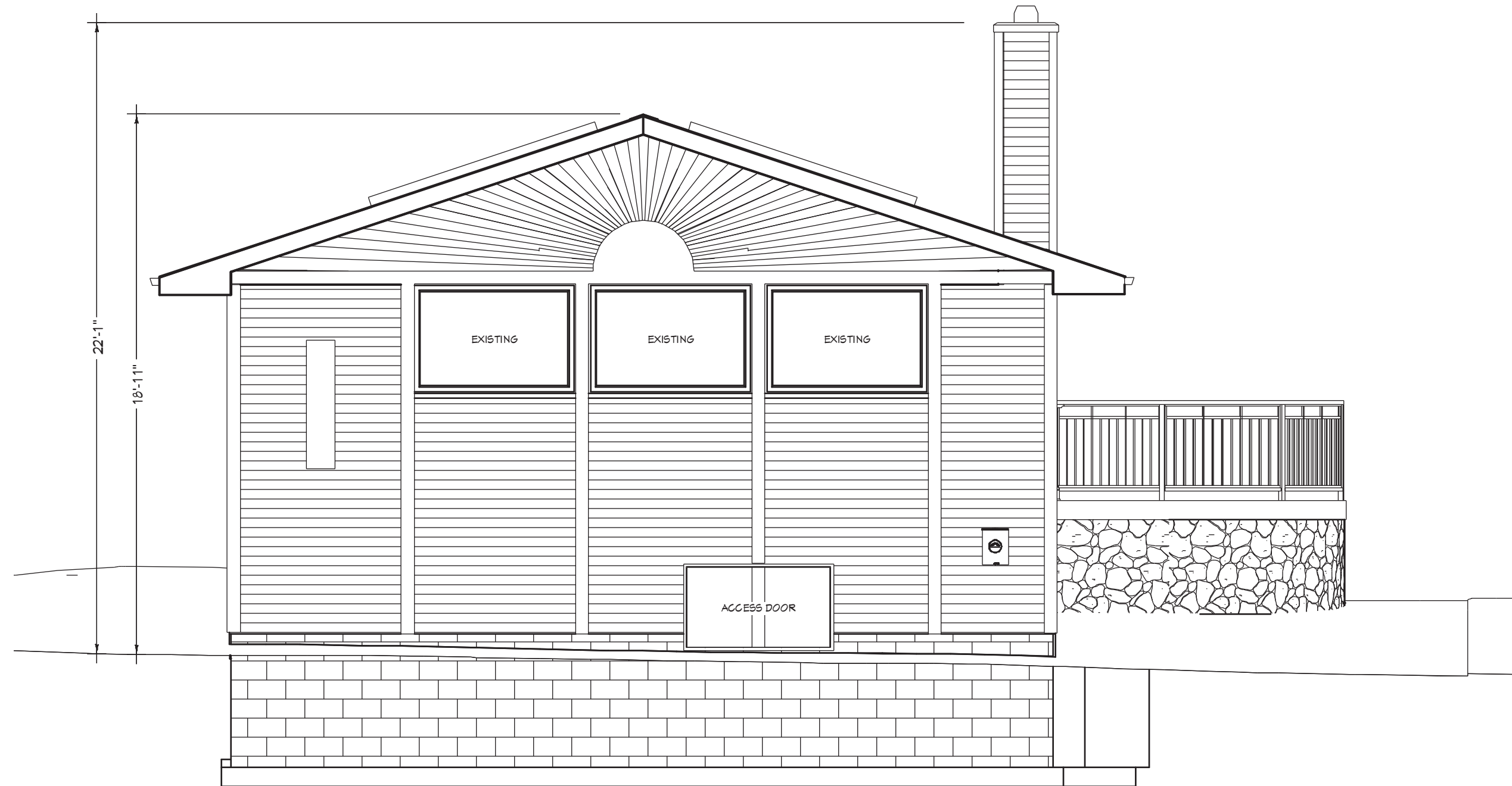
DATE:
5/30/2025

SCALE:
1/4" = 1'-0"

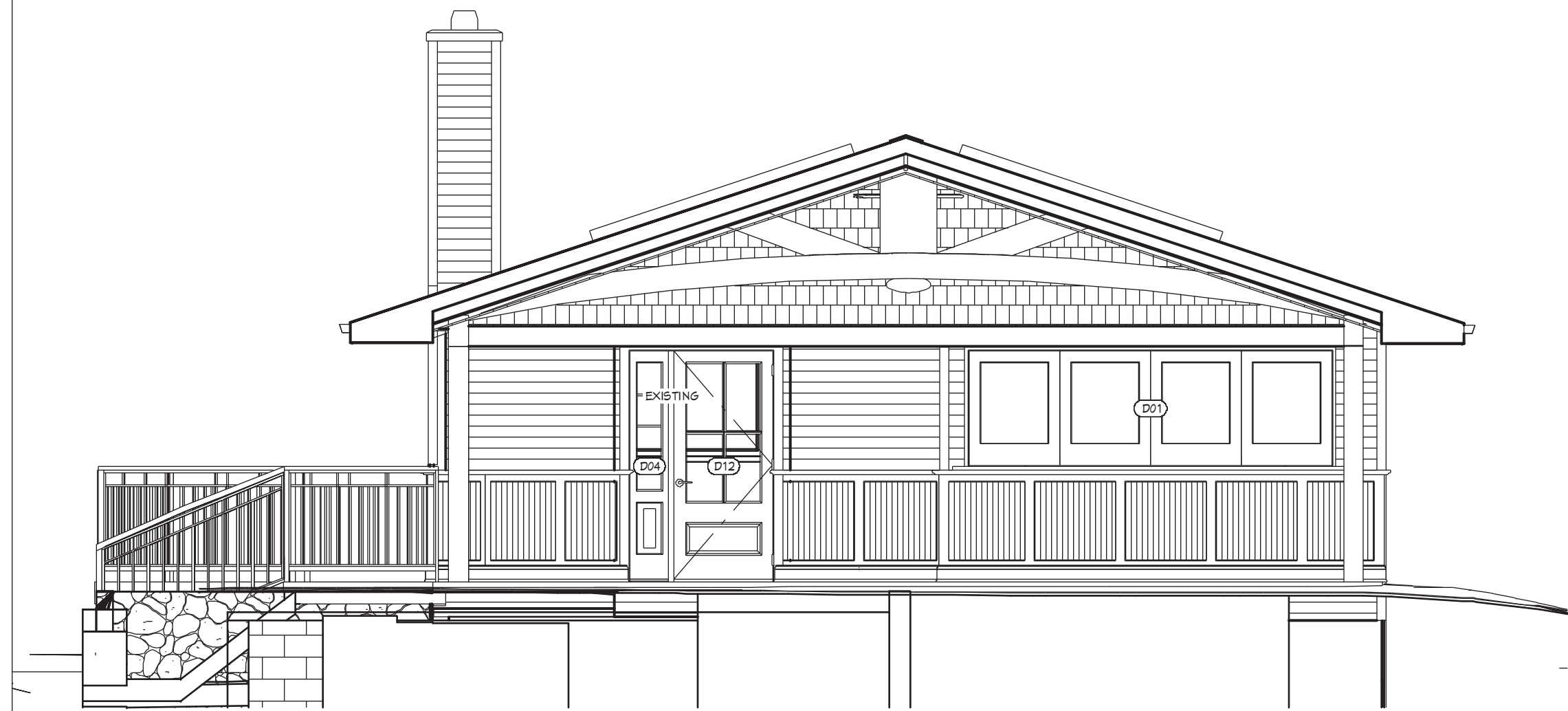
SHEET:
A-6



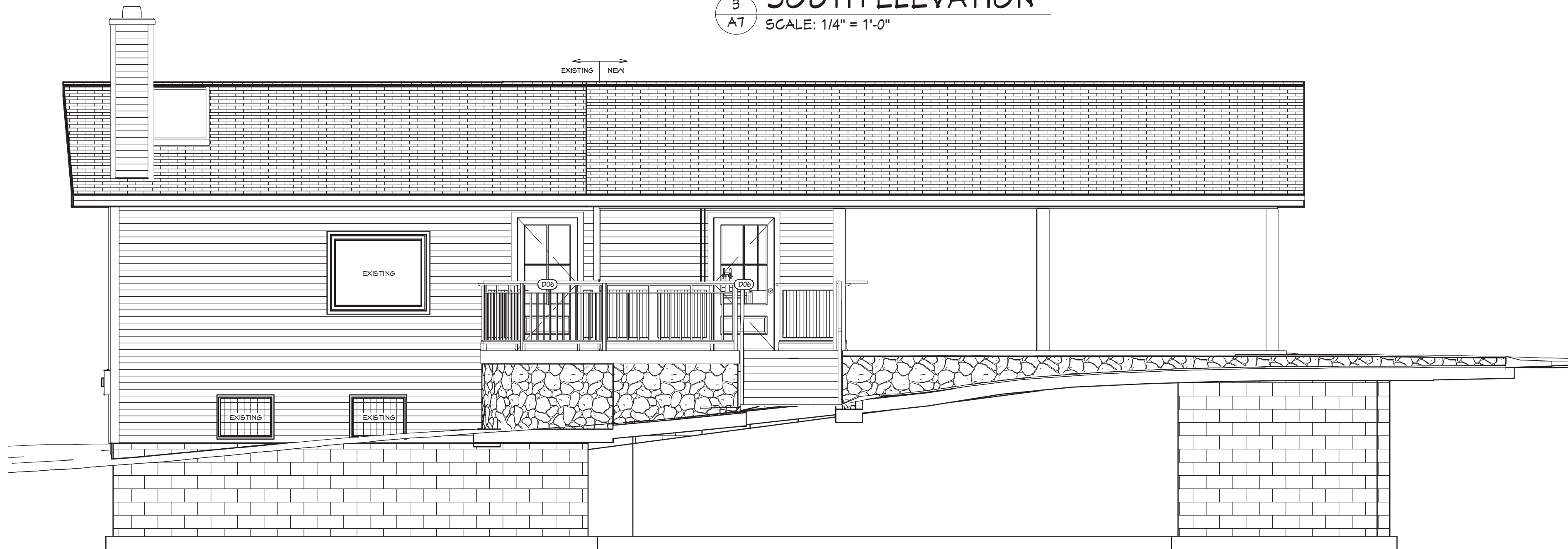
1
A7 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3
A7 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



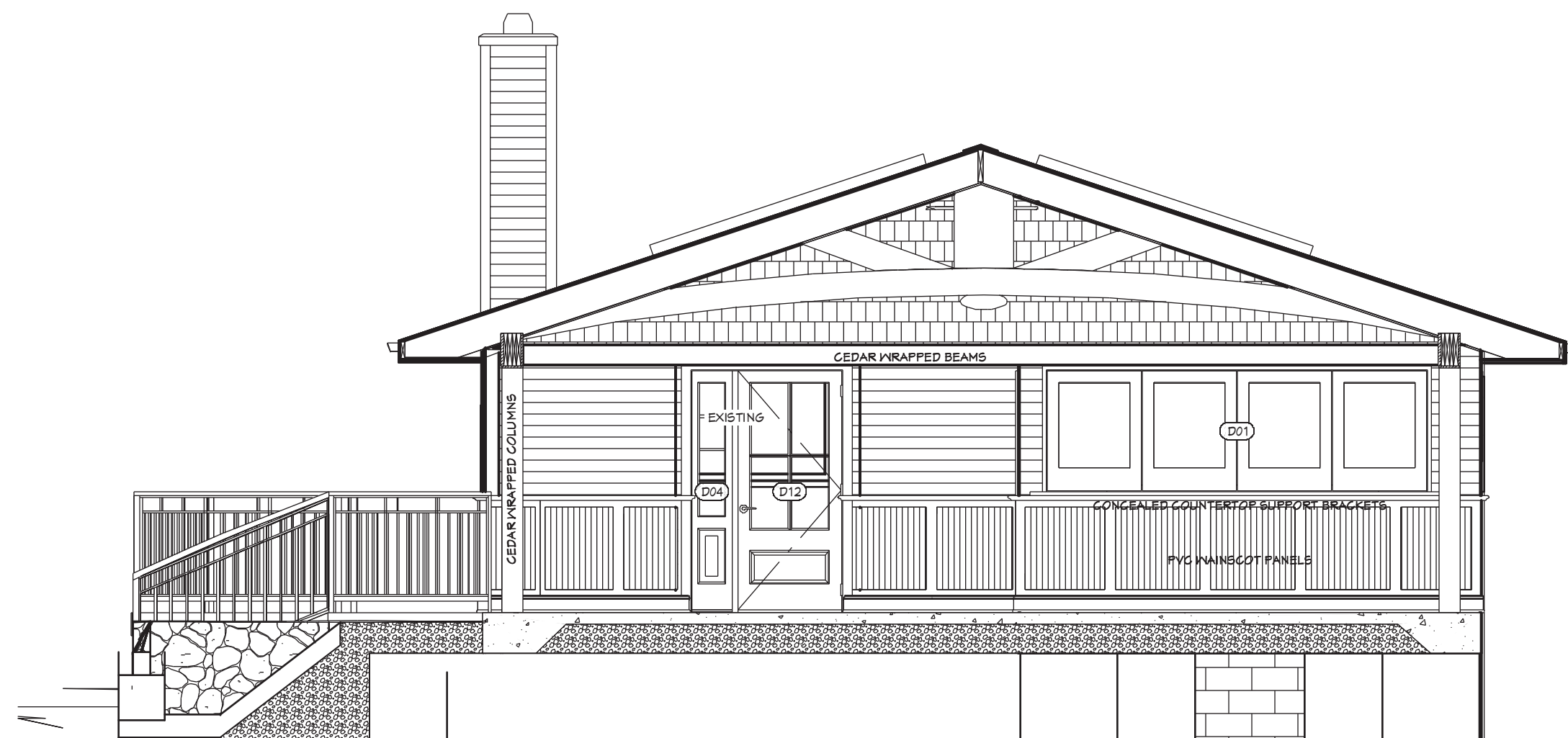
3
A7 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



4
A7 EAST ELEVATION
SCALE: 1/4" = 1'-0"



5
A7 INDOOR GATHERING SECTION
SCALE: 1/4" = 1'-0"



6
A7 OUTDOOR GATHERING SECTION
SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
PAVILION
CROSS SECTIONS
ELEVATIONS

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

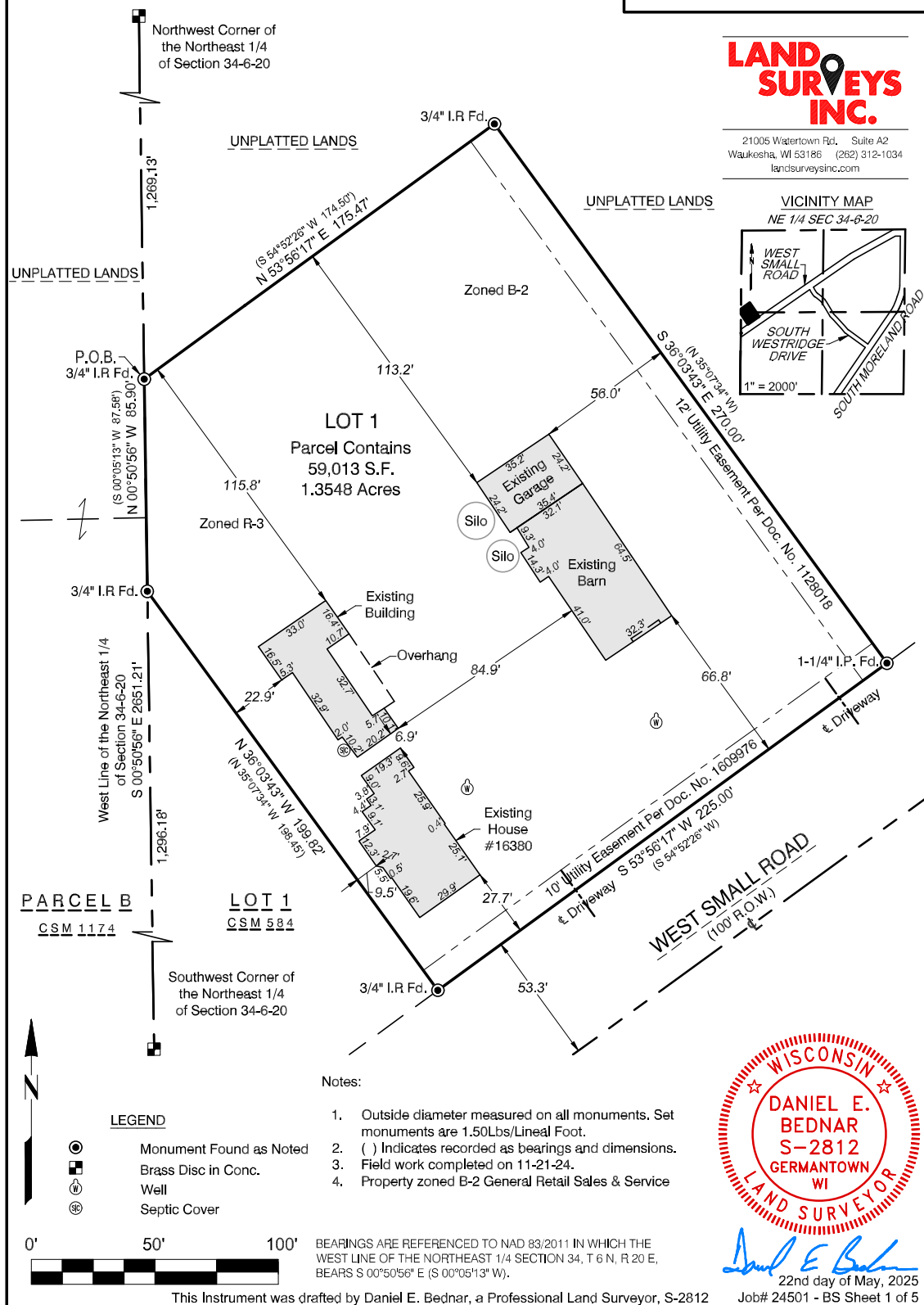
1/4" = 1'-0"

SHEET:

A-7

Certified Survey Map

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin



Certified Survey Map_____

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

I Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, Divided and mapped all of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

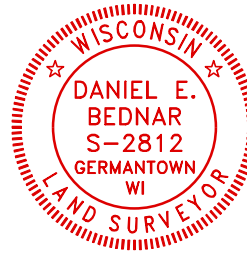
Commencing at the Northwest Corner of the Northeast 1/4 of Section 34; thence South 00°50'56" East along the West line of said Section, 1269.13 feet to the Point of Beginning of the lands described hereinafter; thence North 53°56'17" East along the North line of said Certified Survey Map, 175.47 feet to a point on the East line of said Certified Survey Map; thence South 36°03'43" East along said East line, 270.00 feet to a point on the North Line of West Small Road; thence South 53°56'17" West along said North line, 225.00 feet to a point on the Westerly line of said Certified Survey Map; thence North 36°03'43" West along South Westerly line, 199.82 feet to a point on the West line of the Northeast 1/4 Section; thence North 00°50'56" West along said West line, 85.90 feet to the Point of Beginning of this description.

The gross area of said parcel contains 59,012 Square feet or 1.355 Acres of land more or less.

That I have made such survey, land division and map by the direction of Sunday's Child, LLC, a Wisconsin Limited Liability Company aka Sundays Child LLC, owner's 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 chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of New Berlin in surveying, dividing and mapping same.

Dated this 22nd day of May, 2025.

Daniel E. Bednar PLS
Professional Land Surveyor S-2812



**LAND
SURVEYS
INC.**

21005 Watertown Rd. Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

Certified Survey Map_____

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

CORPORATE OWNER'S CERTIFICATE:

Sunday's Child LLC, a limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, as represented on this Certified Survey Map.

Sunday's Child LLC, does further certify that this Certified Survey Map is mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and requirements and ordinances of the City of New Berlin, this 28 day of MAY, 2025.

David Loduha Member
David Loduha, Member

In the presence of:
Sunday's Child LLC
{First name Last Name} {Title}

STATE OF WISCONSIN)
County of Oneida) SS

Personally came before me this 28th day of May, 2025, David Loduha, Member of the above named limited liability company, to me known as the person who executed the foregoing instrument, and to me known to be the Member of the limited liability company, and acknowledged that he executed the foregoing instrument and acknowledged the same.

Monica M. Taddey
Print Name Monica M. Taddey
Notary Public, Oneida County, WI.
My Commission Expires: 7/11/2026

Monica M Taddey
Notary Public
State of Wisconsin



LAND SURVEYS INC.

21005 Watertown Rd. Suite A2
Waukesha WI 53186 (262) 312-1034
landsurveysinc.com

Daniel E. Bednar

This Instrument was drafted by Daniel E. Bednar, a Professional Land Surveyor, S-2812

22nd day of May, 2025
Job# 24501 - BS Sheet 3 of 5

Certified Survey Map_____

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

CITY OF NEW BERLIN COMMON COUNCIL APPROVAL:

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

David Ament Mayor

Rubina Medina City Clerk

CITY OF NEW BERLIN PLAN COMMISSION APPROVAL:

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

David Ament Mayor

Nikki Jones Secretary



Daniel E. Bednar

**LAND
SURVEYS
INC.**

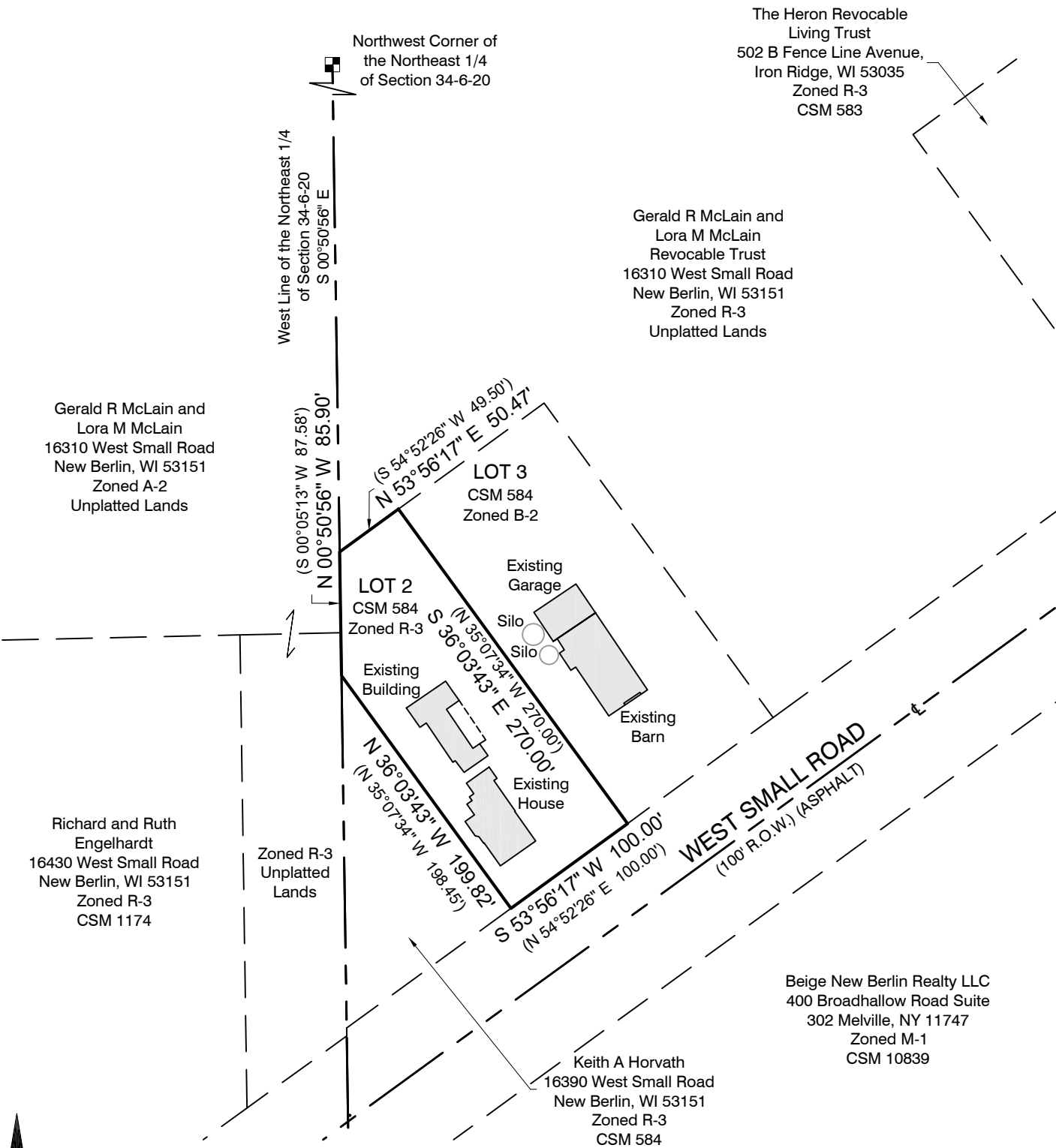
21005 Watertown Rd., Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

Rezone Exhibit

Property Description:

All of Lot 2 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Northwest Corner of the Northeast 1/4 of Section 34; thence South 00°50'56" East along the West line of said Section, 1269.13 feet to the Point of Beginning of the lands described hereinafter; thence North 53°56'17" East along the North line of said Certified Survey Map, 50.47 feet to a point on the East line of said Lot 2; thence South 36°03'43" East along said East line, 270.00 feet to a point on the North Line of West Small Road; thence South 53°56'17" West along the North line, 100.00 feet to a point on the Westerly line of said Certified Survey Map; thence North 36°03'43" West along said Westerly line, 199.82 feet to a point on the West line of the Northeast 1/4 Section; thence North 00°50'56" West along said West line, 85.90 feet to the Point of Beginning of this description.



LAND SURVEYS INC.

21005 Watertown Rd. Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

Drawn By: BS Job# 24501
May 22, 2025

ORDINANCE NO. 2710

City of New Berlin Redevelopment Plan / Hawthorne Hills Farm Planned Unit Development

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

SECTION I

WHEREAS, The City of New Berlin (City) has adopted a Comprehensive Plan under Wis. Statutes Sections 62.23 and 66.1001; and

WHEREAS, The City has adopted a Zoning Ordinance under Wis. Statutes 62.23 and does allow planned unit development overlays (PUD) per Section 275-39B(1) of the New Berlin Municipal Code; and

WHEREAS, Colin Carr with Hawthorne Hills Farm LLC has submitted an application for a Planned Unit Development Overlay District located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002) in accordance with Sections 275-23 and 275-39(B)(1) of the New Berlin Municipal Code; and

WHEREAS, the procedure for the creation of a PUD Overlay District has been followed in compliance with Section 275-22 and 275-23 of the New Berlin Municipal Code; and

WHEREAS, a public hearing was held on **June 2, 2025** before the Plan Commission, and;

WHEREAS, based upon the recommendation from the Plan Commission at a meeting held on **July 15, 2025** to approve the Hawthorne Hills Farm Planned Unit Development, and;

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ADOPTED BY THE CITY OF NEW BERLIN, the Hawthorne Hills Farm Planned Unit Development Ordinance is hereby adopted pursuant to Chapter 275-39(B)(1) of the New Berlin Municipal Code as follows:

SECTION II

Planned Unit Development Summary

The purpose of the Planned Unit Development (PUD) is to create a zoning district that allows flexibility from the rigid development standards of underlying zoning districts. This PUD ordinance shall specify all elements of what is to be modified or added to the basic underlying district, and provisions of the underlying basic use district not specifically enumerated as changed, modified, or deleted shall remain in full effect.

Unless specified otherwise by this ordinance, any regulation not listed shall be regulated in accordance with the Zoning Ordinance dated **June 2, 2025** and underlying zoning district Section 275-34B(2), B-2 General Retail Sales and Service District.

The parcels of land that are the subject of this ordinance are located at 16370 W. Small Road and 16380 W. Small Road in the City of New Berlin, which is legally described below. The property is approximately 1.35 acres in size.

Legal Description of Parcels to be rezoned to B-2/PUD:

16370 W. Small Road / Tax Key #: 1285.994.003

PT NE.25 SEC 34 T6N R20E DESC AS LOT 3 CSM #584 DOC #685214 CORRECTED BY SURVEYOR'S AFFIDAVIT DOC #696908 DOC #3669139

16380 W. Small Road - Tax Key #: 1285.994.002

PT NE.25 SEC 34 T6N R20E DESC AS LOT 2 C.S.M. VOL 4 PG 14 R1972 I697 DOC #3715553

SECTION III

B-2/PUD: Hawthorne Hills Farm Planned Unit Development District

The overall purpose of this PUD is to establish a set of parameters and requirements for the creation of a year-round event venue in New Berlin. Per the plan of operation, the venue will offer indoor and outdoor event space for a variety of events.

The B-2/PUD: Hawthorne Hills Farm Planned Unit Development District is intended to provide a flexible framework for the creation of a year-round event venue. The district encourages innovative land use and site design by allowing zero lot line configurations internally, promoting efficient and cohesive development. A key objective of the PUD is the preservation and adaptive reuse of existing buildings, maintaining the character and historical significance of the site while supporting a mix of complementary uses that integrate residential, commercial, and open space elements in a unified plan.

Changes including a future name change or ownership would not require an amendment to the PUD as long as the exact same plan of operation is adhered to. Any additions or changes to the uses listed below, or not listed in the approved plan of operation, would require the applicant and/or property owner to amend this PUD. As a result, no additional uses would be approved without first amending this PUD.

Unless specified otherwise by this section, all new development shall be in accordance with the B-2 Zoning District, per Section 275-34B(2) General Retail Sales and Service District.

1. Principal Uses (See also Chapters 275-34C and Table 275-34-1)
 - a. Event venue adhering to the following limitations and plan of operation.
 - b. Banquet Halls – located within the existing barn.
 - c. Single-family home to remain and be used as part of the plan of operation.
2. Accessory Uses (As identified in applicants plan of operation) (See also Chapters 275-34C and Table 275-34-1)
 - a. Mobile food truck and beverage vendors, as part of a private scheduled event, shall be exempt from 275-43 Temporary Uses and 152-5E Mobile Vendor Parking.
3. Conditional Uses (See also Chapters 275-34C and Table 275-34-1)
4. Prohibited Uses
 - a. Outdoor live music. Amplified music at a decibel shall not exceed 70 dBA LAeq(1h).
5. Lot Area and Width (See also Chapters 275-44, 275-45, and 275-46)
6. Setback and yards (See also Chapter 275-34D and Table 275-34-2)
 - a. All buildings and structures along Small Road shall have a 25' front setback.
 - b. All buildings and structures shall be setback 8', from the western property line.
 - c. All buildings and structures shall be setback 15', from the eastern property line.

- d. All buildings and structures shall be setback 25', from the rear lot line.
 - e. Section 275-44E(1) and (2) shall not apply for purposes of building separation. Respecting the creative design process regarding building separation, the Plan Commission reserves the right to require greater setbacks owing to health, safety and welfare concerns to ensure, the proposed onsite buildings, structures, and entry ways are situated and designed to minimize adverse effects upon owners and occupants of adjacent and surrounding properties by providing for adequate design of ingress/egress, interior/exterior traffic flow, storm water drainage, erosion, grading, lighting, and parking, as specified by this Ordinance or any other codes or laws.
 - f. In all cases building locations and setbacks must provide adequate spacing so land, buildings, and structures are readily accessible to emergency vehicles and the handicapped. These setback requirements shall be subject to the requirements of other governmental regulatory bodies with jurisdiction.
7. Building Height (See also Chapter 275-34D and Table 275-34-2)
- a. Any new buildings shall adhere to 35' height limit.
 - b. Existing barn and home are exempt from the height requirements.
8. Lot Coverage (See also Chapter 275-34D and Table 275-34-3)
- a. Table 275-34-3 shall not apply, however, through future redevelopment efforts, the City and this applicant may not be able to achieve the required amount of open space for the development. The applicant and the City will work together to achieve additional green space around the building / future building(s) with planters and other urban design measures, and additional plantings. Future development shall coordinate with the City on any storm water management requirements. Today, the current concept meets the minimum open space requirements.
9. Time Limits (See also Chapter 275-23(F))
- a. If the development has not commenced, as evidenced in the securing of occupancy within two calendar years from the date of publication of this ordinance, the Hawthorne Hills Farm Planned Unit Development Overlay District ordinance shall expire and become null and void. The underlying basic use district shall be in force.
 - b. If the developer requires an extension of the time limits, any extension shall be requested by the developer in writing and sent via Certified Mail to the Department of Community Development not less than 60 days prior to the expiration of this PUD. The Common Council may allow multiple extensions.
10. Use and Site Plan Review (See also Chapters 275-24 and 275-53)
- a. No principal or accessory use, development or structure shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied, no site or premise shall be altered, used, changed, modified, occupied, or building permit approved until after the owner has applied for and received approval of the application for the zoning permit/use approval. An approved PUD Ordinance shall not be construed as a Zoning Permit or any other approval until the Plan Commission has granted an approval and staff has determined that all conditions of that approval have been satisfied.
11. Landscaping & Buffering (See also Chapter 275-56)
- a. The buffer yard shall be reduced to 5' on the east and west property lines and the applicant shall coordinate with the property owners located at 16310 W. Small Road and 16390 W. Small Road to ensure appropriate buffering, which may include fencing and/or additional landscaping.
12. Parking & Circulation (See also Chapter 275-57)

- a. The City of New Berlin reserves the right to review any substantiated complaints and forward the matter to the Plan Commission for review.
 - b. There shall be no parking on Small Road, all parking shall be contained on-site.
13. Architecture (See also Chapter 275-59)
- a. No principal or accessory use, development, structure or sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied and no site or premise shall be altered, used, changed, modified, building permit approved, or occupied until after the owner has applied for and the Architectural Review Committee of the Plan Commission has reviewed and approved the architecture for the zoning permit/use approval.
14. Noise (See also Chapter 275-60)
- a. Amplified music at a decibel shall not exceed 70 dBA LAeq(1h).
15. Signage (See also Chapter 275-61)
- a. All new signs and/or replacement of existing signs located along arterials or major thoroughfares, including Small Road, shall be placed on a monument base constructed of the same material and color or shall enhance the exterior architecture of the principal building. (Zoning Code 274-61I(1)(c)[1])
 - i. The width of the sign base shall be adjusted to match the width of the sign box/sign panel. The sign base shall be a minimum of 18 inches tall. The monument sign shall not exceed eight feet in height. The sign shall be set back entirely outside the ultimate right-of-way and vision triangle.
 - ii. Monument signs shall not exceed 32 square feet in face area per side. The face area includes all surface area of the signage box and sign face but excludes the surface area of the signage base described.
 - iii. Address plaque or numbers shall be required on the monument base or incorporated onto the sign face.
 - iv. The applicant may request a waiver from the Plan Commission for the requirement for a monument sign. If a waiver is granted, the monument sign may not be substituted for an additional wall sign.
16. Property Maintenance
- a. The owner shall maintain the property in compliance with all provisions of the New Berlin Municipal Code; use, site & architectural approval. If the property is not found to be in compliance with the code, zoning / conditional use approval, or the approved plans, the city may take action to correct the situation, after providing the owner or operator with notice of the defective condition and an opportunity to cure the alleged defective condition. Costs of any such corrective action by the City shall be assessed as a special charge against the property, to be added to the property tax bill pursuant to Section 66.0627 of the Wisconsin Statutes.

SECTION IV

WHEREFORE, The B-2/PUD: Hawthorne Hill Farm Planned Unit Development Overlay District Ordinance having been approved as a Planned Unit Development on **July 22, 2025**, pursuant to Chapter 275-23 of the New

DRAFT

Berlin Zoning Code, the Common Council hereby adopts this Ordinance and approves the rezoning of land described in Section II to B-2/PUD to be named the Hawthorne Hills Farm Planned Unit Development Overlay District, pursuant to the conditions set forth herein.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2710 on behalf of the City of New Berlin.

This ordinance shall take effect upon the passage and publication as required by law, and upon the final approval of the Development Plans as recommended by the Plan Commission, and the City Clerk shall so amend the Code of Ordinances and DCD shall amend the zoning map of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

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

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

PASSED AND ADOPTED by the Common Council this 22nd day of July, 2025.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

DRAFT

APPENDIX A

HAWTHORNE HILLS FARM

PLAN OF OPERATION

Plan of Operation

The Hawthorne Hill Farm property will be used as an upscale event space primarily targeting weddings and corporate events.

Most events will take place inside the barn space though our beautifully landscaped outdoor space will be utilized for congregating and cocktail hour during nice weather. There will also be a space for outdoor ceremonies, weather permitting.

Hawthorne Hill Farm is striving to be a year-round venue for the New Berlin community to enjoy. We intend for customers to be able to rent and utilize the property during the following hours of operation:

- 8am-10pm Sunday-Thursday
- 8am-11pm Friday and Saturday

Staff supporting our events for a 150 person wedding shall be as follows:

- 3 Bartenders (1 per 50 people)
- 1 Chef
- 1 Server
- 1 Busser

Vehicles supporting the event shall include one catering van (large cargo van) and at most one vehicle per employee (1 Catering van, 5 personal vehicles) though employees will be encouraged to carpool from location of employment to minimize added vehicles:

- 1 Catering Van (large cargo van)
- 5 Personal Employee Vehicles

Our proposed caterer, Matty's Catering, is located 2.2 miles from our property and would require 2 trips at most for a 150 person event:

- 2 Trips with Catering Van for 150 guest event
- 4.4 Miles per round trip (8.8 Miles total per event)

Renovation Work – Planned start and completion dates based on information currently available to us:

- Construction Start – May 1st 2025
- Construction Completion – August 31st, 2025

Renovation Phasing:

- Phase 1 – Work to be completed by end of August
 - Renovate property per site plans as drawn.
- Phase 2 - Work to be completed by end of Year 3
 - Replace shingled roof with insulated steel roof to keep the charm and character inside the barn with historic laminated rafters manufactured by Manitowoc Ship Yard.

No known hazard mitigation required.

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APPENDIX B

HAWTHORNE HILLS FARM

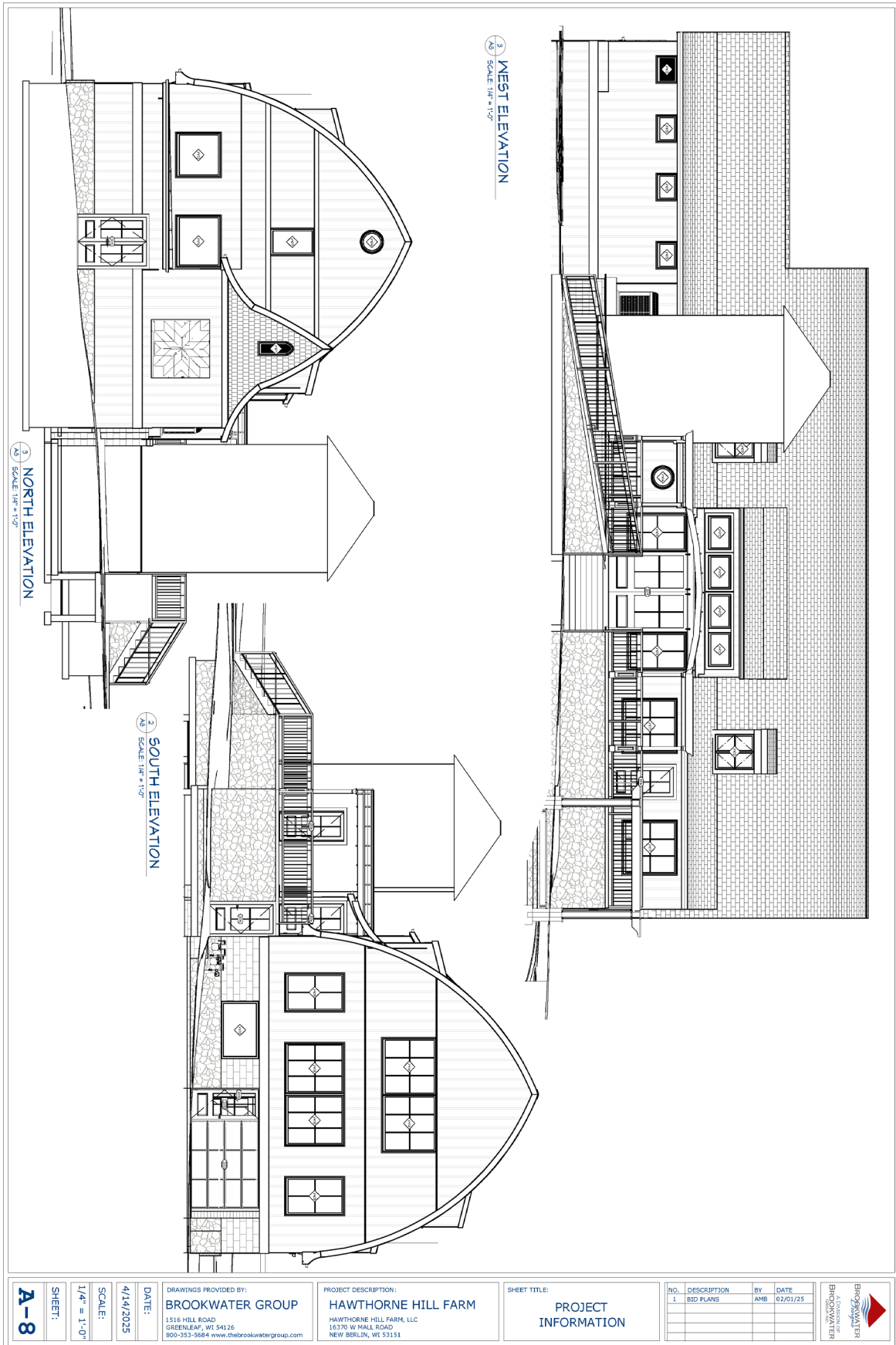
CONCEPTUAL SITE PLAN

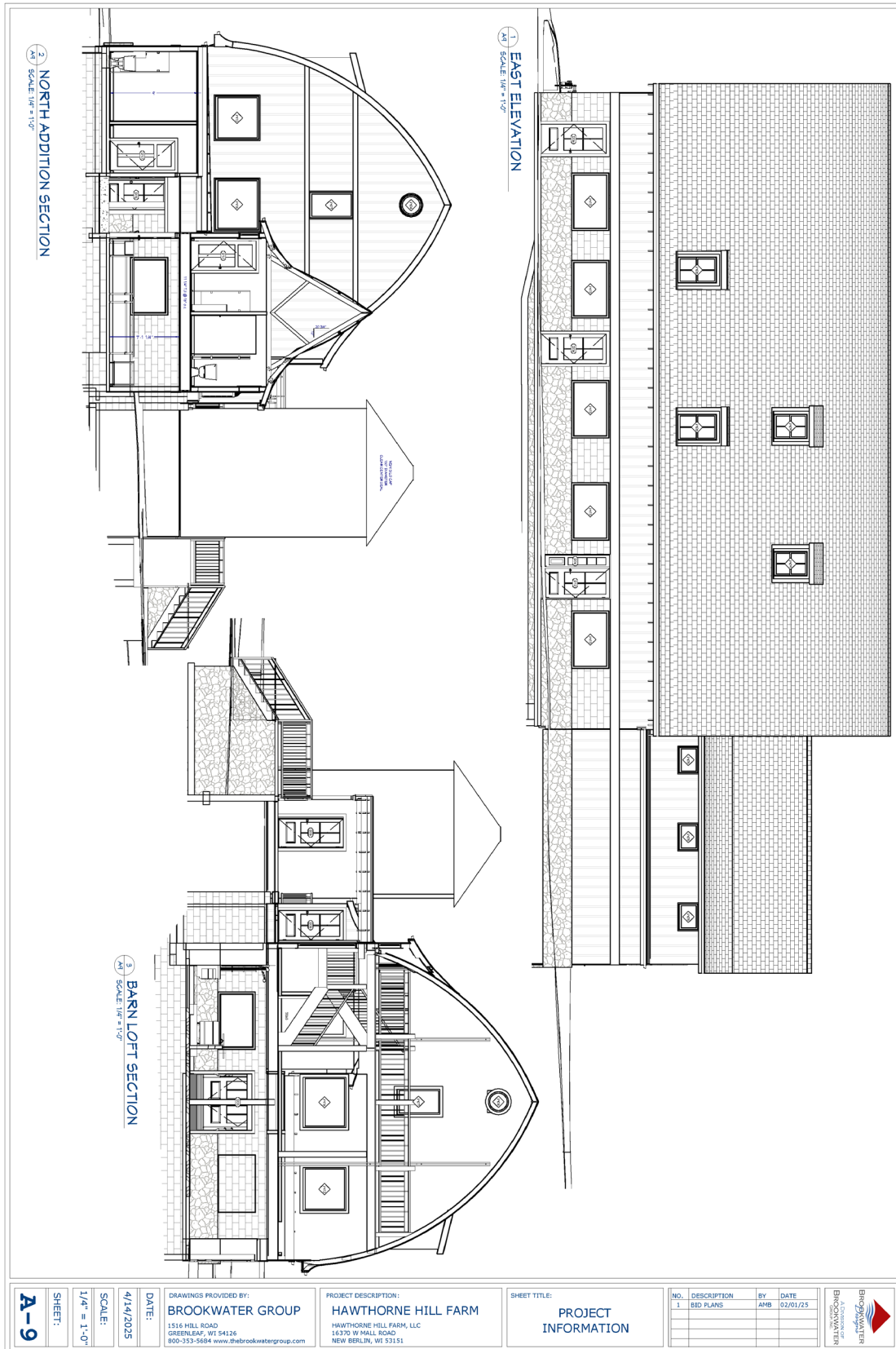
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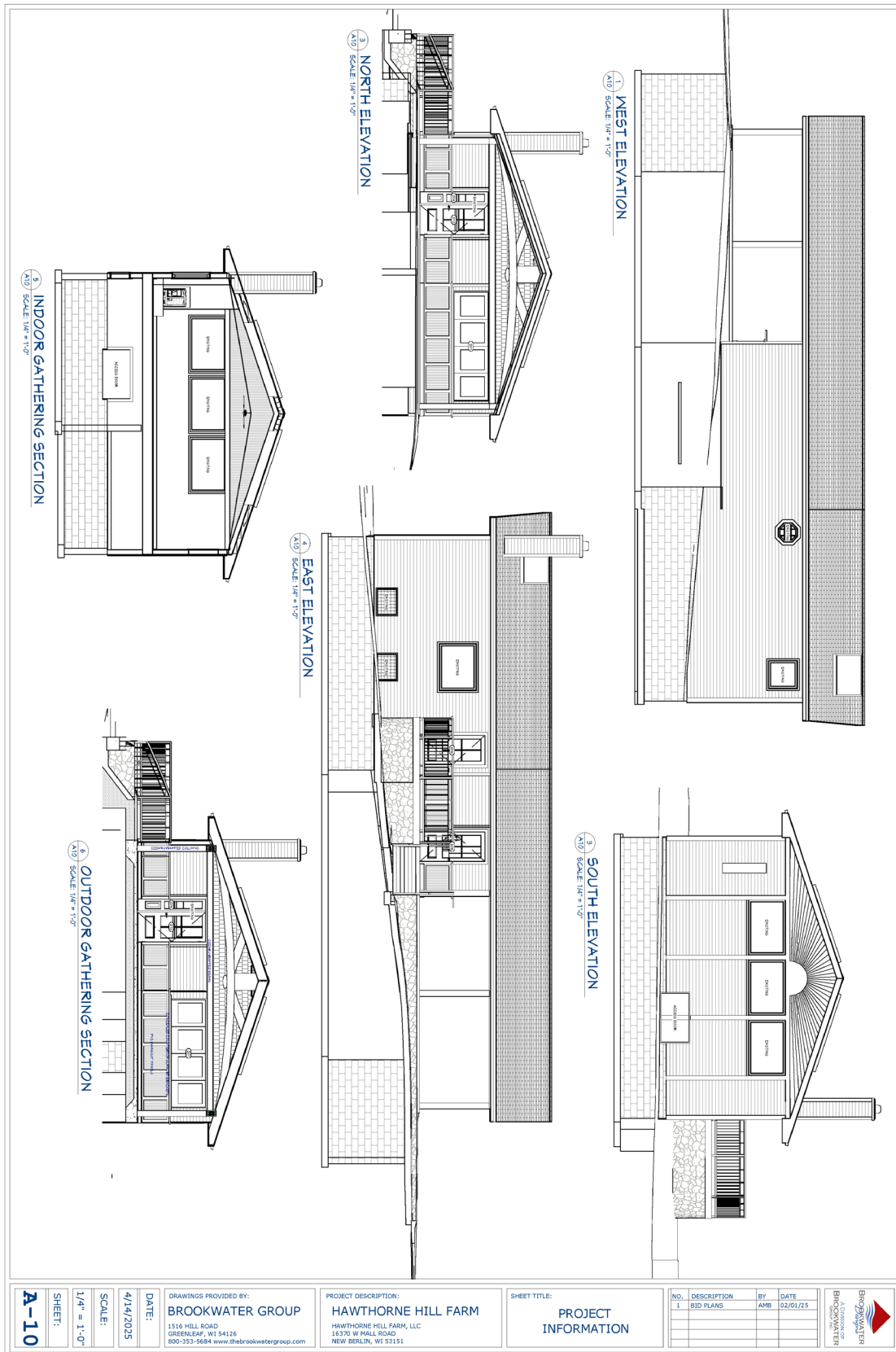
APPENDIX C

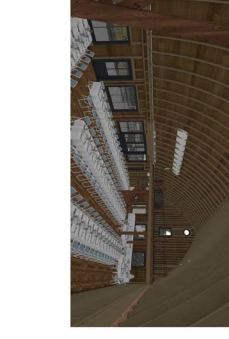
HAWTHORNE HILLS FARM

CONCEPTUAL ARCHITECTURE









NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25

DATE:	4/14/2025
SCALE:	1/4" = 1'-0"
SHEET:	A-11

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENSBAY, WI 54136
800-353-5684 www.thebrookwatergroup.com

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W HALL ROAD
NEW BERLIN, WI 53151

SHEET TITLE:
PROJECT INFORMATION


BROOKWATER
A DIVISION OF
BURNS & MCDONNELL

DRAFT

APPENDIX D

COMPREHENSIVE PLAN

CHAPTER 19 – NEIGHBORHOOD I & CHAPTER 10 - LAND USE

Visit the City's website at www.newberlinwi.gov for the most up to date plan.

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APPENDIX E

HAWTHORNE HILLS FARM

CONCEPTUAL SURVEY

Plat of Survey

Property Description: Document No. 3715553 and 3669139

PARCEL TWO (2) IN CERTIFIED SURVEY MAP NO. 584, BEING A PART OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF NEW BERLIN, WALKESHA COUNTY, WISCONSIN, RECORDED ON MAY 28, 1967 IN VOLUME 4 OF CERTIFIED SURVEY MAPS AT PAGE 14, AS DOCUMENT NO. 685214 AND AS CORRECTED BY SURVEYORS AFFIDAVIT RECORDED AS DOCUMENT NO. 686908.

AND:
PARCEL THREE (3) IN CERTIFIED SURVEY MAP NO. 584, BEING A PART OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF NEW BERLIN, WALKESHA COUNTY, WISCONSIN, RECORDED ON MAY 28, 1967 IN VOLUME 4 OF CERTIFIED SURVEY MAPS AT PAGE 14, AS DOCUMENT NO. 685214 AND AS CORRECTED BY SURVEYORS AFFIDAVIT RECORDED AS DOCUMENT NO. 686908.

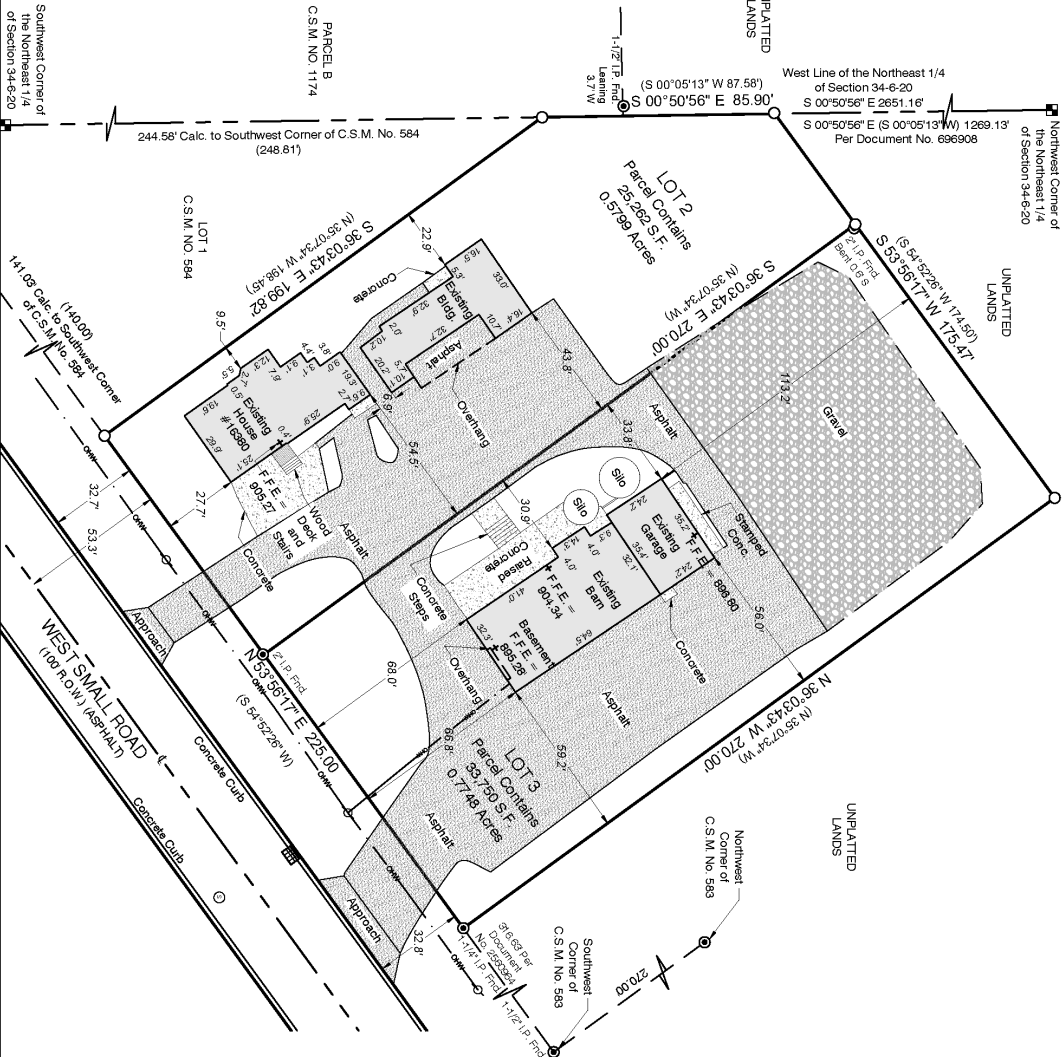
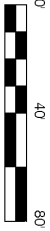
Notes:

1. A title commitment has not been provided and this parcel may be subject to, or benefit from, easements or agreements, written or otherwise, not shown hereon.
2. Outside diameter measured on all monuments.
3. () Indicates recorded as bearings and dimensions.
4. Field work completed on 11/21/24.
5. There is a mathematical misclosure of 5.95 in C.S.M. No. 584.

LEGEND

- Brass Disc in Conc.
- Monument Found as Noted
- 3/4" Iron Rod Found
- 3/4"x1/8" Iron Rod Set
- Spot Elevation
- Power Pole
- Sewer Manhole
- Curb Inlet
- Existing Overhead Wires

Graphic Scale 1" = 40'



LAND SURVEYS INC.
3650 Highway 50, Suite 110
Potosi, WI 53074 (608) 372-0104
landsurveyinc.com

SURVEYORS CERTIFICATE

I hereby certify that we surveyed the property described above and that the map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and all easements, rights, and interests therein, as shown on the plat. We are duly licensed and qualified to practice as Wisconsin Surveyors under the Wisconsin Administrative Code (A.E.T.) and have no personal or financial interest in the property surveyed. We are not aware of any other persons claiming an interest in the property surveyed. We are not aware of any other persons claiming an interest in the property surveyed. We are not aware of any other persons claiming an interest in the property surveyed.



Dated this 4th Day of December, 2024.
Daniel E. Bednar S-2812

REVISIONS:

PREPARED FOR:

Sunday's Child LLC
c/o David and Bernie Locklin
16370 and 16380 West Small Road
New Berlin, Wisconsin 53151

BEARINGS ARE REFERENCED TO NAD 83/2011 IN WHICH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 34-6-20 OF TOWNSHIP SIX NORTH, RANGE TWENTY EAST, WALKESHA COUNTY, WISCONSIN IS 0.00513' W.

Drawn By: JC JCD 2/4/25

Sheet 01 of 01

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT: Colin Carr on behalf of Hawthorne Hill Farm LLC / 1-Lot Certified Survey Map

LOCATION: 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002)

REQUEST: Approval of a 1-Lot Certified Survey Map

REVIEW SCHEDULE:

CSM Received:	5/30/2025
Completeness Determination:	6/2/2025
90-day time limit expires:	8/28/2025
Final Common Council Action:	7/22/2025

D.R.C. RECOMMENDATION: Recommend to Common Council approval of the 1-Lot Certified Survey Map for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002), subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
 - a. Update spelling of Moorland Road, on page 1, vicinity map.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
5. The property, which is located outside of the current MMSD Sewer Service District, will require private on-site waste treatments sites (POWTS) that will meet Waukesha County requirements.
6. 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 July 15, 2025

**Colin Carr on behalf of Hawthorne Hill Farm LLC / 1-Lot Certified Survey Map
16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #:
1285.994.002)**

DATE STAFF REPORT CREATED: June 11, 2025

APPLICANT / OWNER(S): Colin Carr / Hawthorne Hill Farm LLC

REQUEST / DESCRIPTION OF PROJECT: Approval of the 1-Lot Certified Survey Map for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002).

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/30/2025

DATE OF COMPLETENESS DETERMINATION: 6/2/2025

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): 6/27/2024 along with various calls and visits at the front counter.

Site Visit(s): 5/19/2025

CONCEPTUAL PLAN: Yes, a CSM has been submitted.

SIZE OF DEVELOPMENT / PARCEL(S):

16370 W. Small Road (Tax Key #: 1285.994.003) – 0.77 acres

16380 W. Small Road (Tax Key #: 1285.994.002) – 0.58 acres

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

CURRENT LAND USE: One single-family residential lot and one commercial lot.

PROPOSED ZONING: B-2/PUD (See file #: RZ-2500618)

PROPOSED LAND USE: One commercial lot.

PROPOSED LOT SIZE: 1.3548 acres

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3 & A-2

Land Use: Single-Family Residential &
Agricultural

South: Zoning: M-1

Land Use: Industrial (BuySeasons)

East: Zoning: R-3

Land Use: Single-Family Residential

West: Zoning: R-3

Land Use: Single-Family Residential

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, the request meets the intent of this Chapter.

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

Planning Context / Vision / Development Policies:

Vision:

- Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood oriented retail. Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.

Land Use:

- *Future Land Use Map: Residential Estate*
- *2030 Future Land Use Map Suggestion: Suburban Commercial* (See File #: CP-2500617)

ZONING CODE (Chapter 275): Yes, this request meets the requirements of Section 275-33B(2) and 275-39B of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): Yes

PUBLIC HEARING REQUIRED: Not for this application. Public Hearing for Comprehensive Plan and Rezoning applications was held on June 1, 2025.

CONDITIONAL USE REQUIRED: No

USE / SITE /ARCHITECTURAL REVIEW:

Use Approval Required: Yes, a Use Approval application was submitted.

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

Architectural Review Required: No

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: The site slopes slightly to the southeast, towards Small Road.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A

Woodland, Tree, and Vegetation Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: No impact. No changes proposed at this time.

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: No
Basin Capacity Available: N/A
Adequate Linkage: N/A
Onsite System Required: Yes

WATER USAGE CALC.: 800 GPD per new connection.

TRAFFIC IMPACT: Based on the plan of operation, this business plans to operate the majority of their events on evenings and weekends, outside of peak travel times. A TIA was not required.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION:

11/05/2009 Zoning Permit issued for The Painted Barn, for re-occupancy and building painting.
3/18/2025 Neighborhood meeting held to discuss conceptual plan.
4/7/2025 Plan Commission reviewed a conceptual plan for Hawthorne Hill Farm.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS: (Recent History)

1. The applicant owns both parcels and would like to combine them to create one commercial parcel.
2. Under Section 275-34B(2), in the B-2 District, the minimum lot size is 40,000 square feet and the minimum lot width requirement is 200'.
3. The applicant has simultaneously applied for a Comprehensive Plan Amendment (See File #: CP-2500617) and Rezoning (See File #: RZ-2500618). Action for these applications is anticipated for the July 15, 2025 Plan Commission meeting.
4. The applicant has also submitted a Use Approval Application (See File #: UA-2500927).

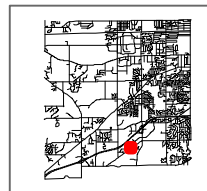
D.R.C. RECOMMENDATION:

Approval of the 1-Lot Certified Survey Map for the properties located at 16370 W. Small Road (Tax Key #: 1285.994.003) and 16380 W. Small Road (Tax Key #: 1285.994.002), subject to the application, plans on file and the following conditions: **See Executive Summary.**

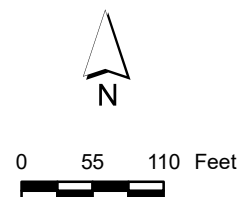
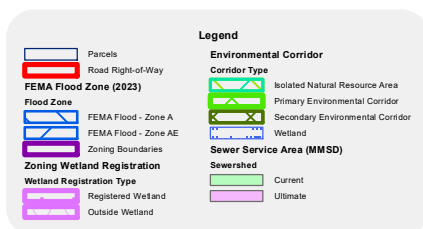
ATTACHMENTS:

Location Map
CSM
Plan Set

LD-2500926
Hawthorne Hill Farm
16370 & 16380 W. Small Road



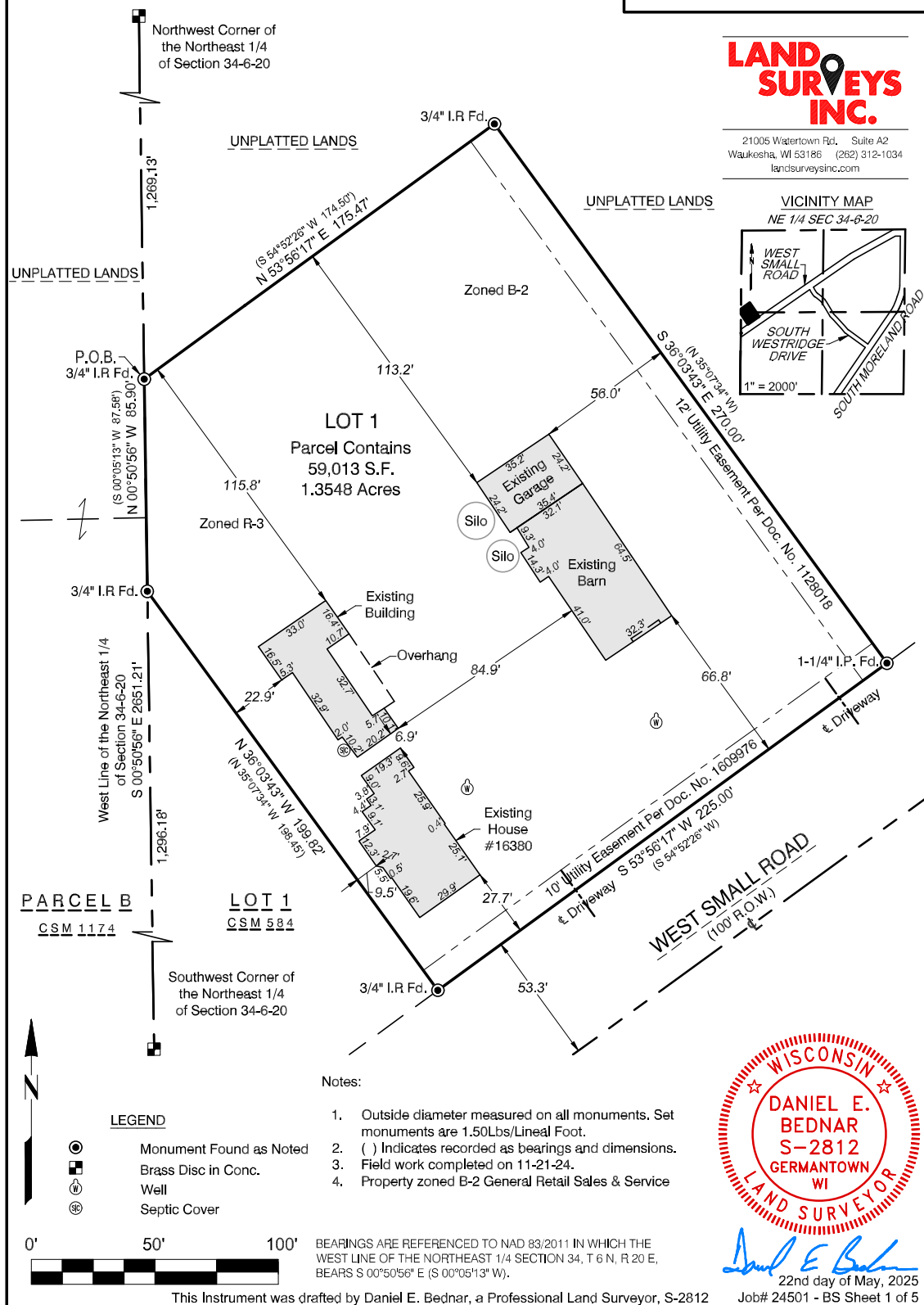
City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org



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

Certified Survey Map

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin



Certified Survey Map_____

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

I Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, Divided and mapped all of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

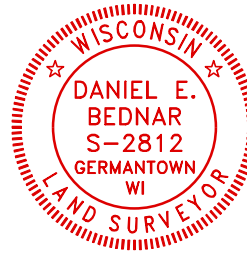
Commencing at the Northwest Corner of the Northeast 1/4 of Section 34; thence South 00°50'56" East along the West line of said Section, 1269.13 feet to the Point of Beginning of the lands described hereinafter; thence North 53°56'17" East along the North line of said Certified Survey Map, 175.47 feet to a point on the East line of said Certified Survey Map; thence South 36°03'43" East along said East line, 270.00 feet to a point on the North Line of West Small Road; thence South 53°56'17" West along said North line, 225.00 feet to a point on the Westerly line of said Certified Survey Map; thence North 36°03'43" West along South Westerly line, 199.82 feet to a point on the West line of the Northeast 1/4 Section; thence North 00°50'56" West along said West line, 85.90 feet to the Point of Beginning of this description.

The gross area of said parcel contains 59,012 Square feet or 1.355 Acres of land more or less.

That I have made such survey, land division and map by the direction of Sunday's Child, LLC, a Wisconsin Limited Liability Company aka Sundays Child LLC, owner's 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 chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of New Berlin in surveying, dividing and mapping same.

Dated this 22nd day of May, 2025.

Daniel E. Bednar PLS
Professional Land Surveyor S-2812



**LAND
SURVEYS
INC.**

21005 Watertown Rd. Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

Certified Survey Map_____

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

CORPORATE OWNER'S CERTIFICATE:

Sunday's Child LLC, a limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, as represented on this Certified Survey Map.

Sunday's Child LLC, does further certify that this Certified Survey Map is mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and requirements and ordinances of the City of New Berlin, this 28 day of MAY, 2025.

David Loduha Member
David Loduha, Member

In the presence of:
Sunday's Child LLC
{First name Last Name} {Title}

STATE OF WISCONSIN)
County of Oneida) SS

Personally came before me this 28th day of May, 2025, David Loduha, Member of the above named limited liability company, to me known as the person who executed the foregoing instrument, and to me known to be the Member of the limited liability company, and acknowledged that he executed the foregoing instrument and acknowledged the same.

Monica M. Taddey
Print Name Monica M. Taddey
Notary Public, Oneida County, WI.
My Commission Expires: 7/11/2026

Monica M Taddey
Notary Public
State of Wisconsin



LAND SURVEYS INC.

21005 Watertown Rd. Suite A2
Waukesha WI 53186 (262) 312-1034
landsurveysinc.com

Daniel E. Bednar

This Instrument was drafted by Daniel E. Bednar, a Professional Land Surveyor, S-2812

22nd day of May, 2025
Job# 24501 - BS Sheet 3 of 5

Certified Survey Map_____

All of Lot 2 and Lot 3 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

CITY OF NEW BERLIN COMMON COUNCIL APPROVAL:

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

David Ament Mayor

Rubina Medina City Clerk

CITY OF NEW BERLIN PLAN COMMISSION APPROVAL:

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

David Ament Mayor

Nikki Jones Secretary



Daniel E. Bednar

LAND SURVEYS INC.

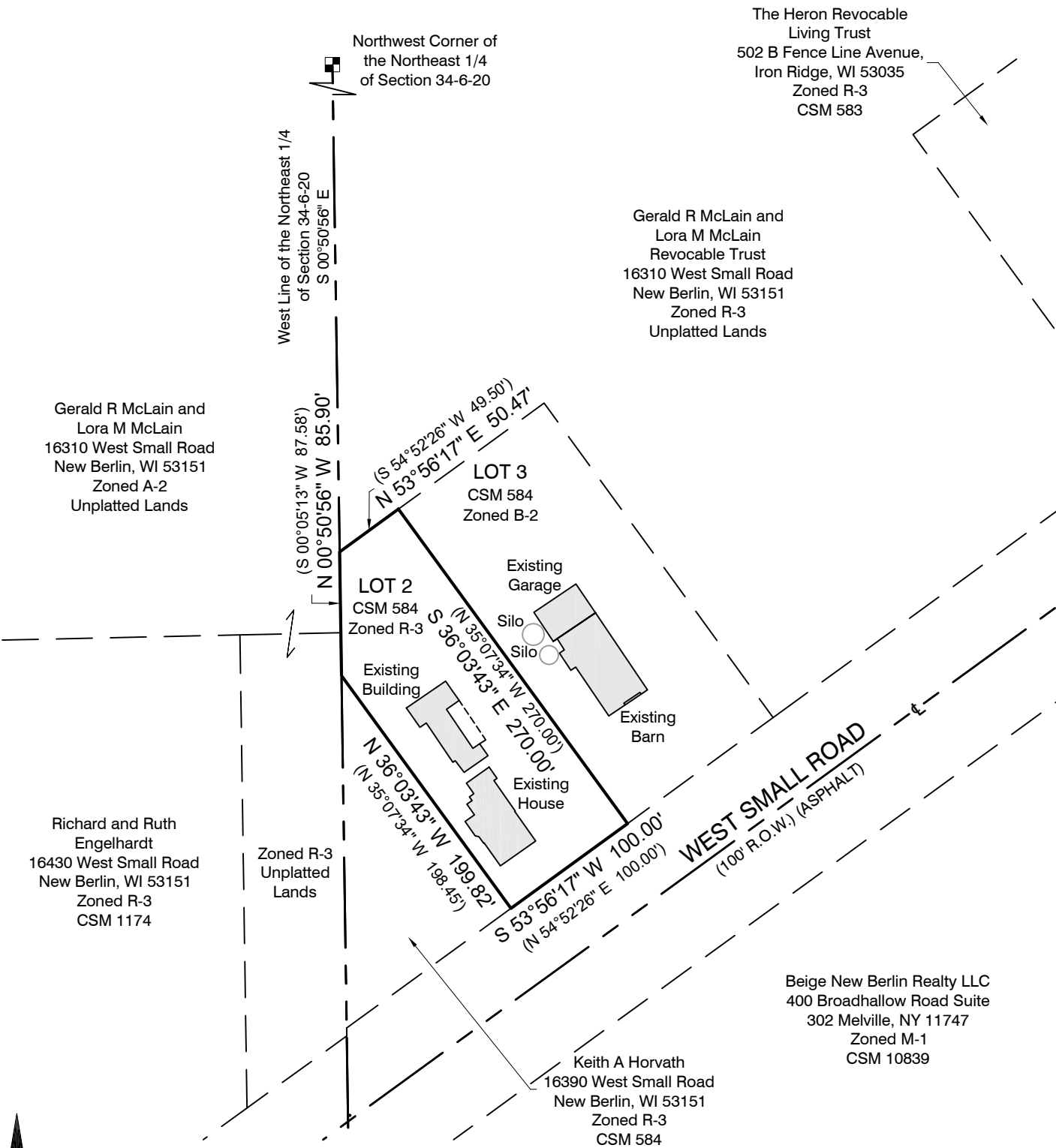
21005 Watertown Rd., Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

Rezone Exhibit

Property Description:

All of Lot 2 of Certified Survey Map Number 584, located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Northwest Corner of the Northeast 1/4 of Section 34; thence South 00°50'56" East along the West line of said Section, 1269.13 feet to the Point of Beginning of the lands described hereinafter; thence North 53°56'17" East along the North line of said Certified Survey Map, 50.47 feet to a point on the East line of said Lot 2; thence South 36°03'43" East along said East line, 270.00 feet to a point on the North Line of West Small Road; thence South 53°56'17" West along the North line, 100.00 feet to a point on the Westerly line of said Certified Survey Map; thence North 36°03'43" West along said Westerly line, 199.82 feet to a point on the West line of the Northeast 1/4 Section; thence North 00°50'56" West along said West line, 85.90 feet to the Point of Beginning of this description.



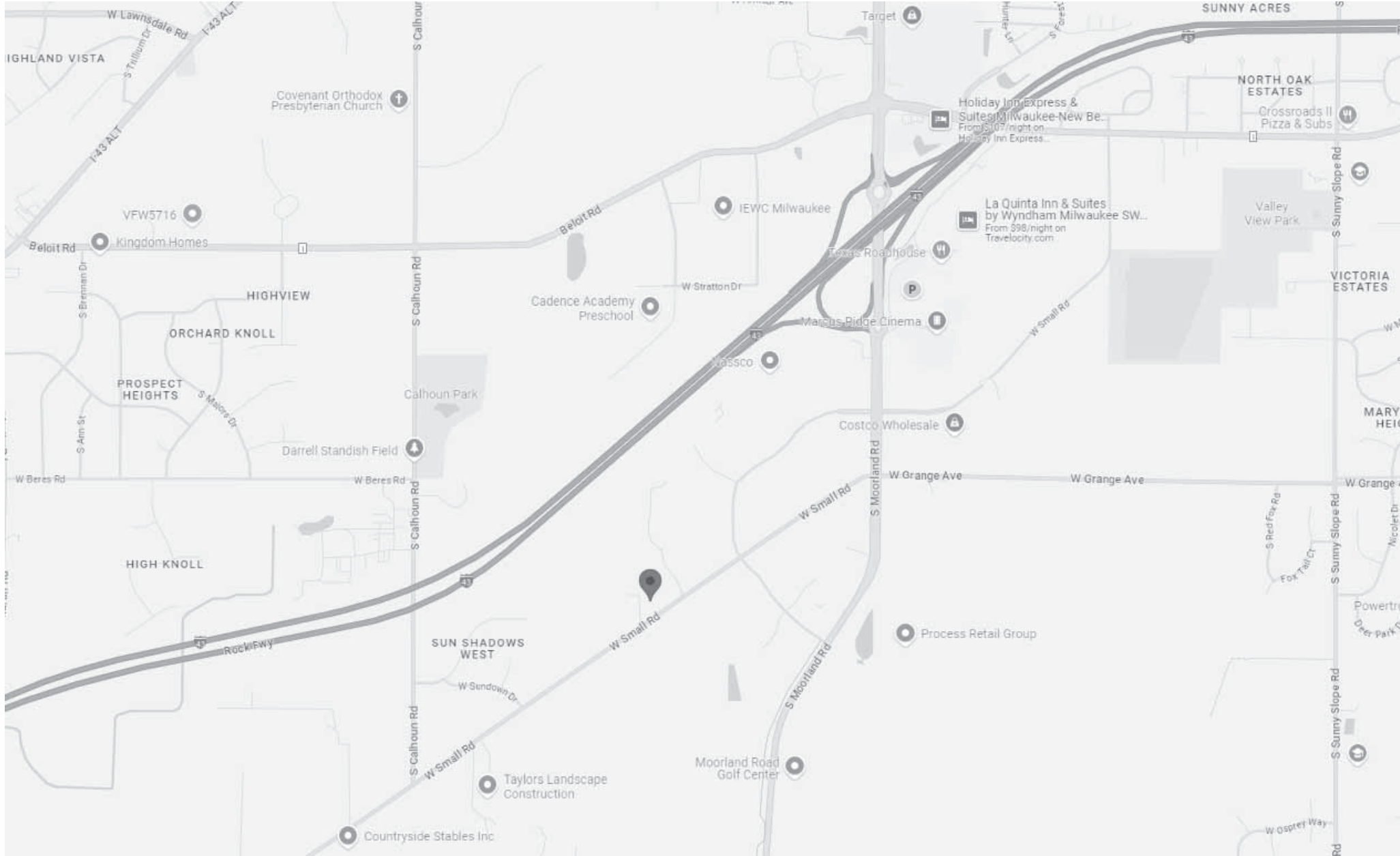
LAND SURVEYS INC.

21005 Watertown Rd. Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

Drawn By: BS | Job#: 24501
May 22, 2025

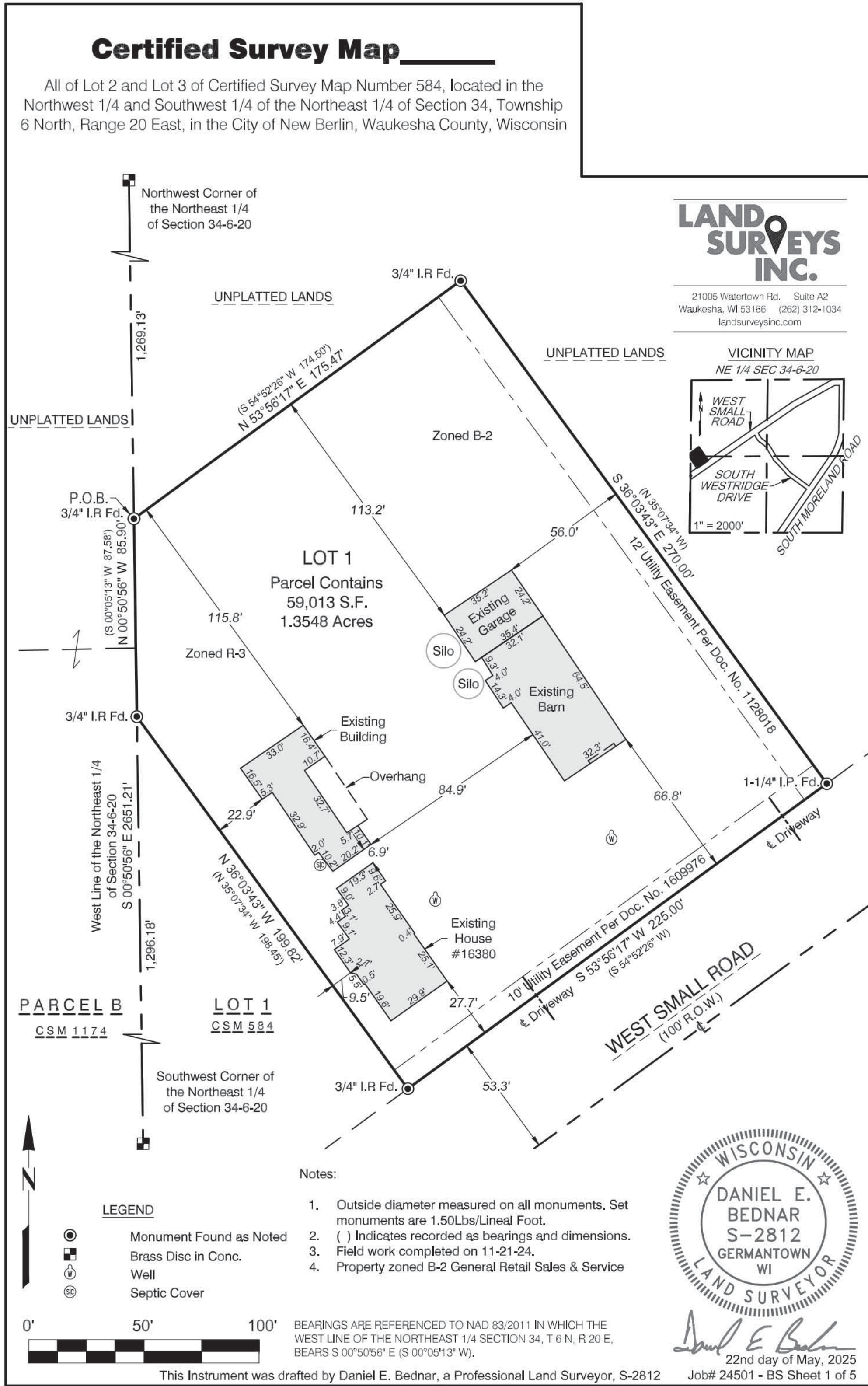
HAWTHORNE HILL FARM

16370-16380 W SMALL RD, NEW BERLIN, WI 53151



SHEET INDEX

A-0	PROJECT INFORMATION	A-1	FOUNDATION PLAN
	DRAFT CERTIFIED SURVEY MAP	A-2	TERRACE LEVEL FLOOR PLAN
	DRAFT ZONING DATA		REFLECTED CEILING PLAN
			WINDOW SCHEDULE
D000	EXISTING SITE CONDITIONS	A-3	MAIN LEVEL FLOOR PLAN
	SURFACE CALCULATIONS		REFLECTED CEILING PLAN
	SITE DEMO PLAN		DOOR SCHEDULE
C100	PROPOSED SITE PLAN	A-4	2ND LEVEL FLOOR PLAN
	SITE UTILITIES		SECOND FLOOR
	SITE DETAILS		INTERIOR ELEVATIONS
C200	GRADING & DRAINAGE PLAN		FIXTURE SCHEDULE
C300	EROSION CONTROL & PHASING	A-5	EXTERIOR ELEVATIONS - BARN
C400	SITE DETAILS	A-6	CROSS SECTION VIEWS - BARN
C500	LANDSCAPE PLAN	A-7	EXTERIOR ELEVATIONS - PAVILION
E-1	SITE LIGHTING PHOTOMETRIC		
E-2	BUILDING LIGHTING PHOTOMETRIC		
E-3	SITE LIGHTING RENDERING		



B-2/PUD: HAWTHORNE HILLS FARM PLANNED UNIT DEVELOPMENT DISTRICT

The property is approximately 1.35 acres in size

Legal Description of Parcels to be rezoned to B-2/PUD:
16370 W. Small Road
Tax Key #: 1285.944.003

16380 W. Small Road
Tax Key #: 1285.944.002

Setback and yards

- All buildings and structures along Small Road shall have a 25' front setback
- All buildings and structures shall be setback 8', from the western property line
- All buildings and structures shall be setback 15', from the eastern property line
- All buildings and structures shall be setback 25', from the rear lot line
- Section 275-44E(1) and (2) shall not apply for purposes of building separation

Building Height

- Any new buildings shall adhere to 35' height limit.
- Existing barn and home are exempt from the height requirements.

Lot Coverage

- Table 275-34-3 shall not apply

Landscaping & Buffering

- The buffer yard shall be reduced to 5' on the east and west property lines
- Reserve right to review buffering, which may include fencing and/or additional landscaping

SITE DEVELOPMENT PLAN

SHEET TITLE:
PROJECT INFORMATION

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

AS SHOWN

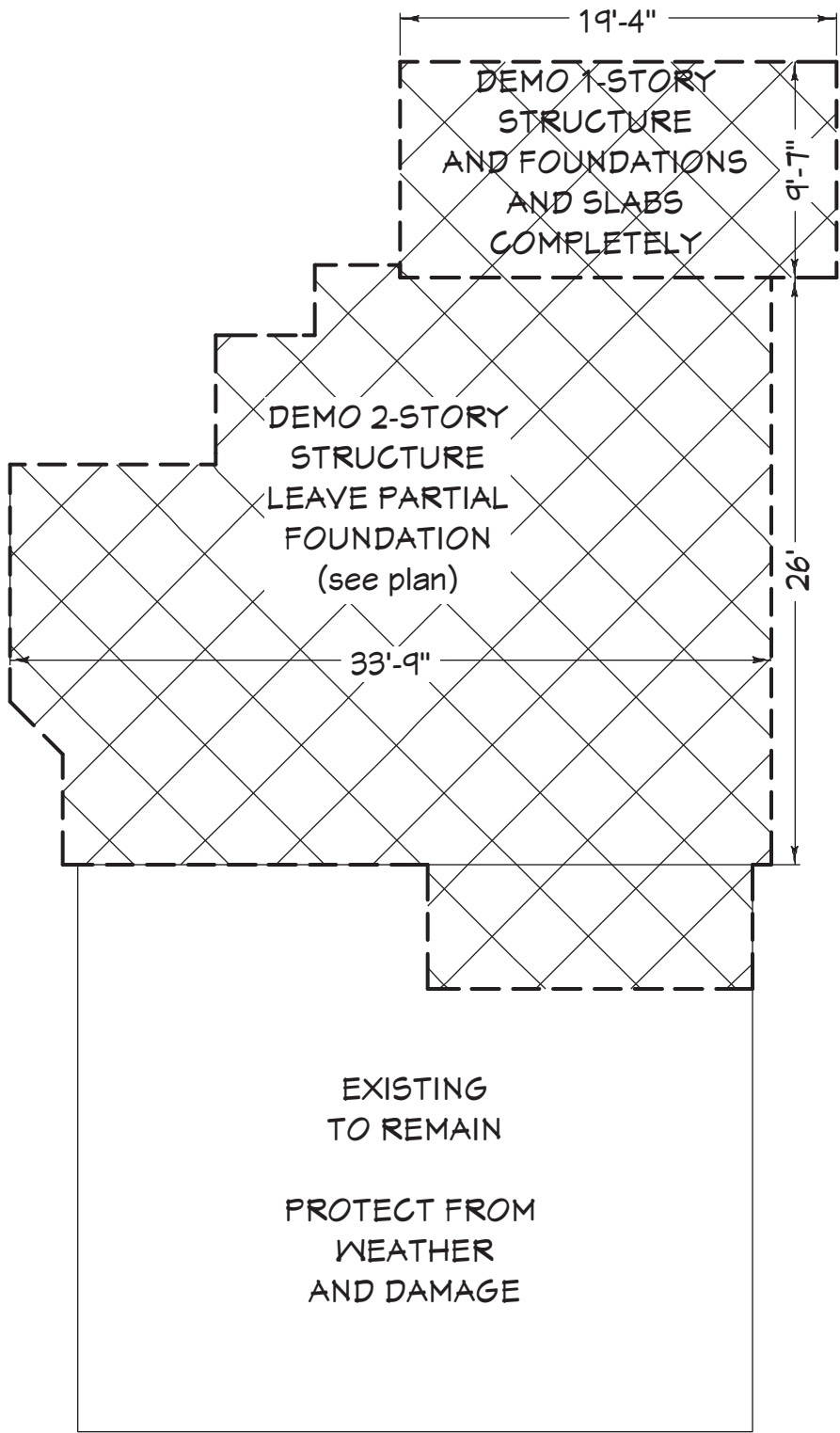
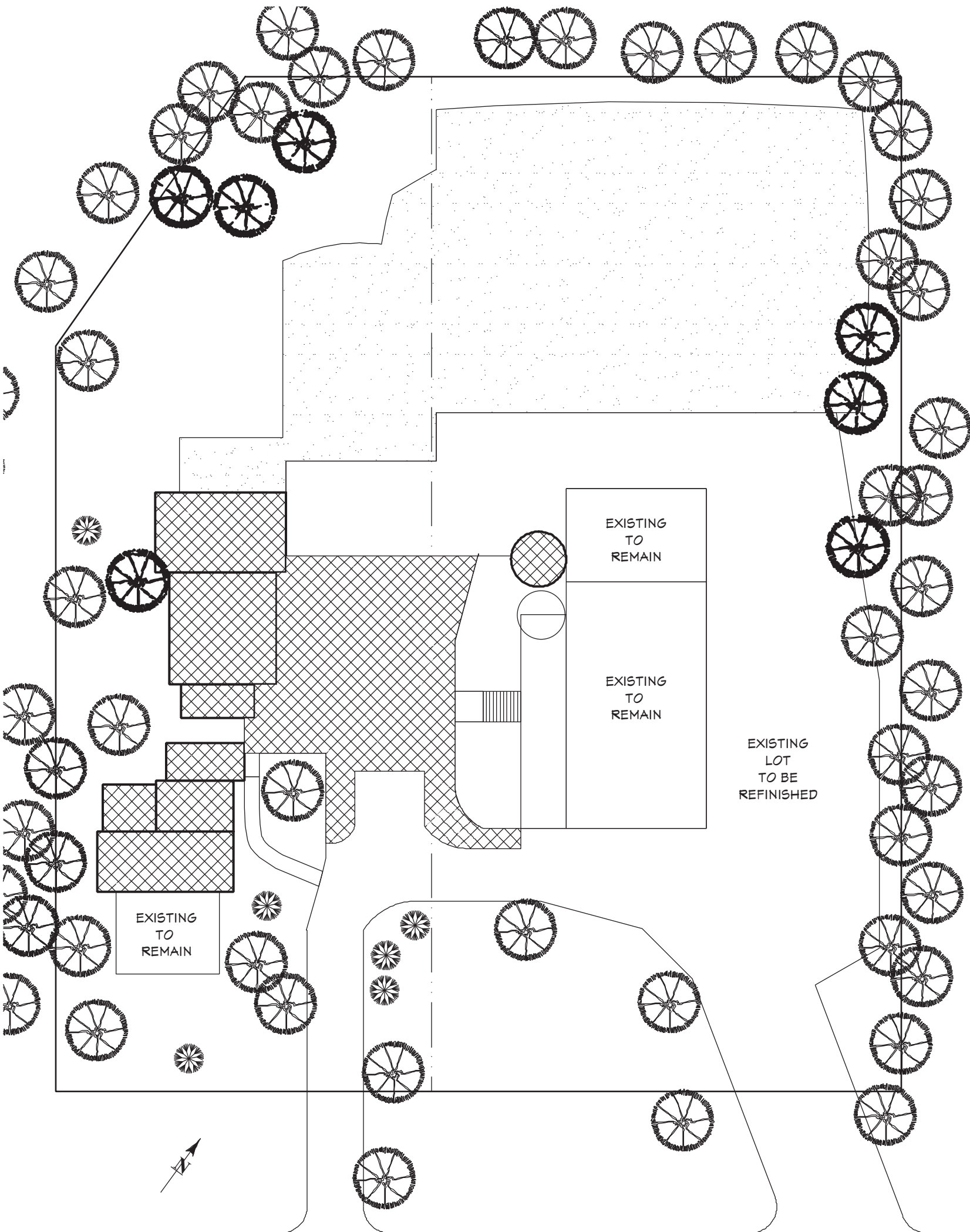
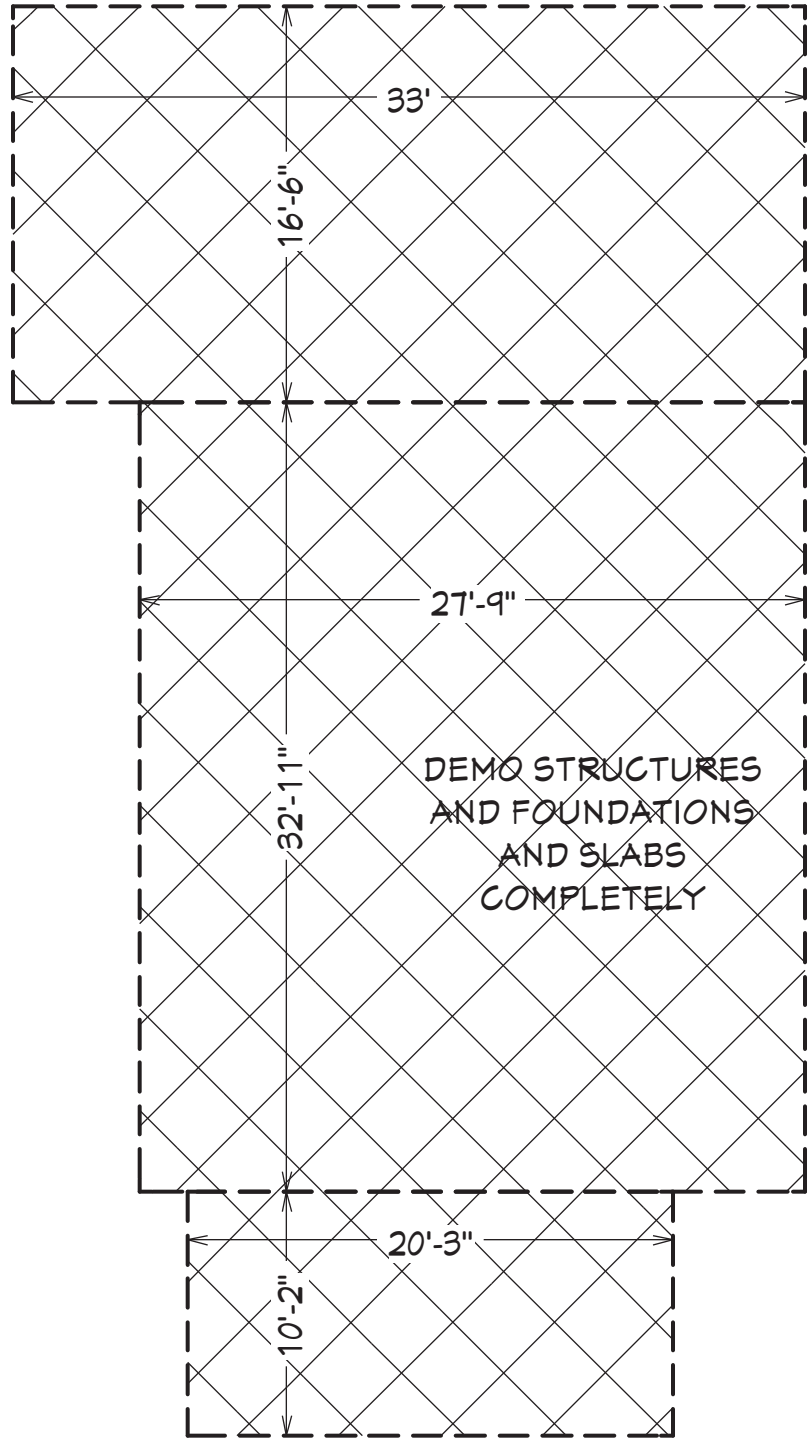
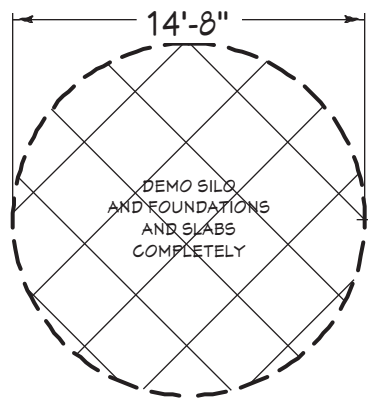
SHEET:

A-0

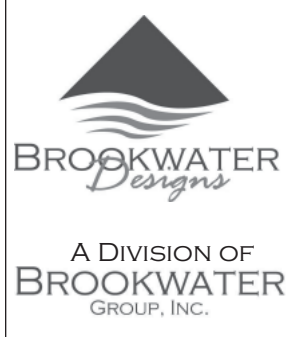


SURFACE CALCULATIONS

TYPE	EXISTING	PROPOSED
STRUCTURES	7,934 SF	4,944 SF
PAVEMENT	18,430 SF	35,052 SF
CONCRETE	1,035 SF	2,520 SF
PAVED GRAVEL	11,225 SF	0 SF
GRASS/GREEN		15,967 SF
SPARDUST PATH		3,492 SF
PERVIOUS IMPERVIOUS	20,319 SF 38,624 SF	19,459 SF 39,484 SF
TOTAL PERMEABLE	58,943 SF 34.4%	58,943 SF 33.0%



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

DEMOLITION PLANS

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

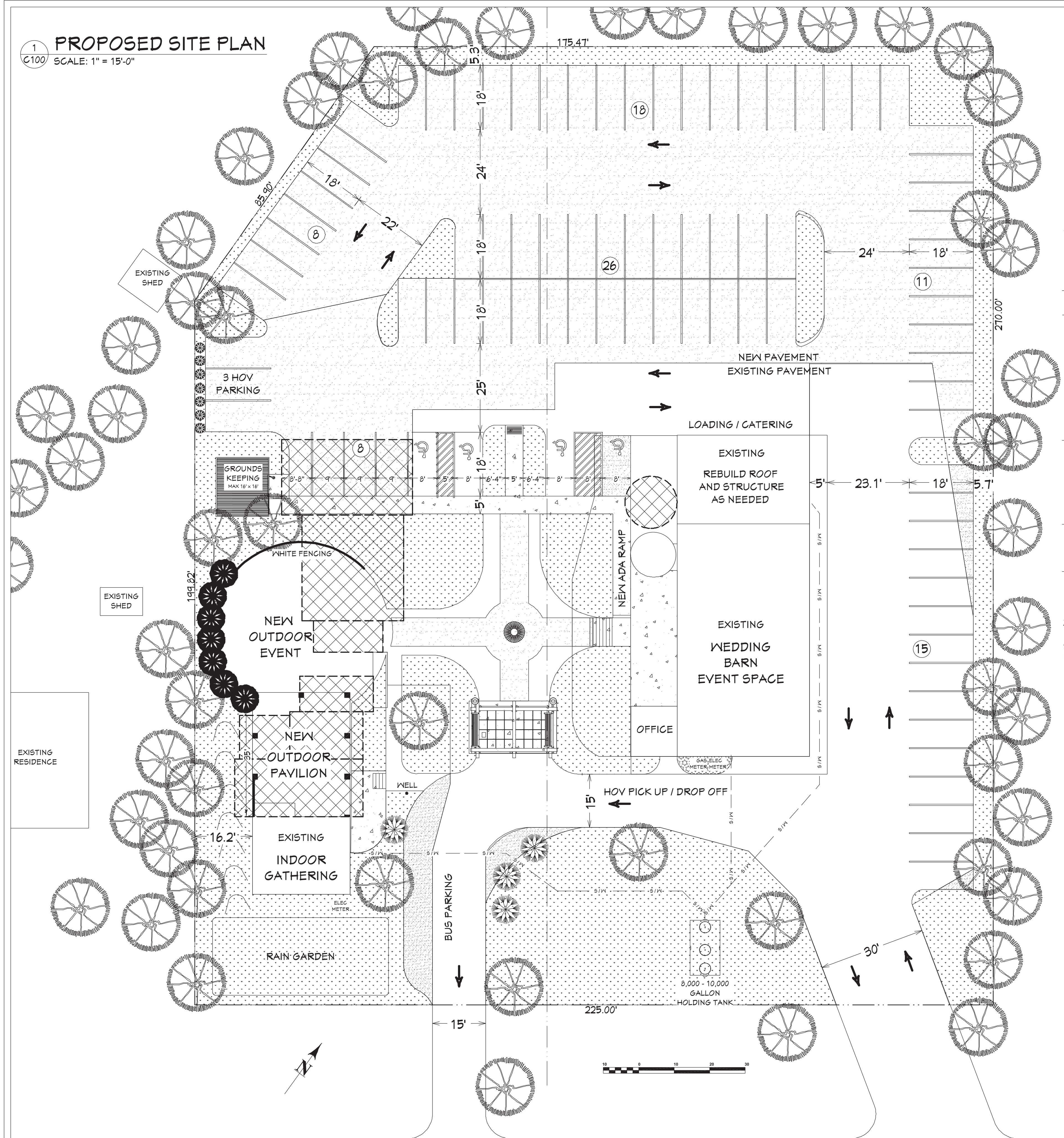
SCALE:
1" = 30'-0"

SHEET:
D000

1
D000 SITE DEMO PLAN
SCALE: 1" = 30'-0"

2
D000 EXISTING SITE PLAN
SCALE: 1" = 30'-0"

SCALE: 1" = 15'-0"



16380 W SMALL ROAD

16370 W SMALL ROAD

TYPE	TOTAL	RANGE	REQ'D
AUTO STALLS	90	76-100	4
VAN STALLS	90	1 PER 6	1

TOTAL ON SITE PARKING STALLS 90

(1) SPACE / (3) PERSONS = PARKING CAPACITY 270

BUILDING NAME	ROOM/SPACE	AREA	SPEC	OCCUPANCY
---------------	------------	------	------	-----------

PAVILION	INDOOR GATHERING	586 SF	15 NET	40
PAVILION	SERVER BAR	78 SF	100 GROSS	1
PAVILION	UNISEX	56 SF	50 GROSS	1
PAVILION	UNISEX	56 SF	50 GROSS	1
		PAVILION TOTAL		43

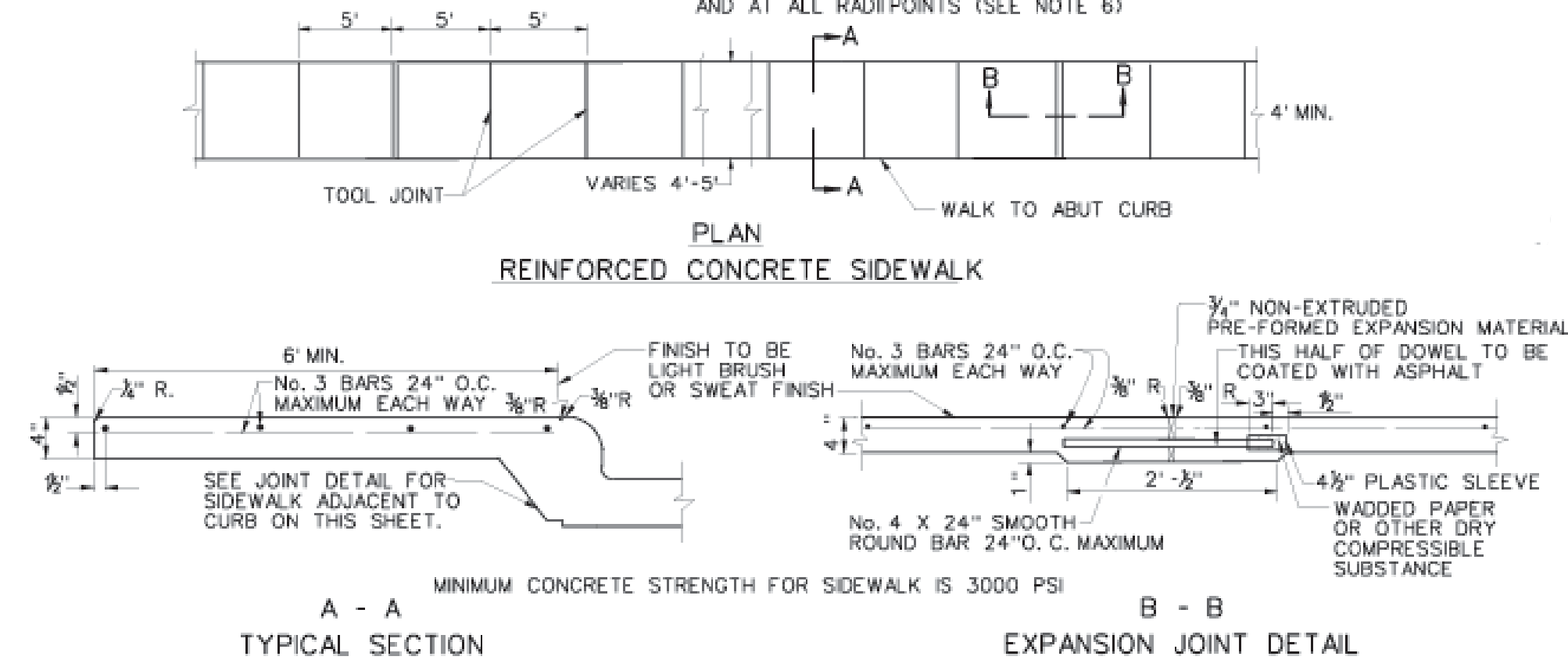
BARN - 1	OFFICE	173 SF	100 GROSS	2
BARN - 1	BACK BAR	335 SF	100 GROSS	4
BARN - 1	CATERING VENUE	1,335 SF	15 NET	84
BARN - 1	CATERER STAGING	332 SF	200 GROSS	2
BARN - 1	UTILITY	25 SF	300 GROSS	0
BARN - 1	CORRIDOR	185 SF	100 GROSS	2
BARN - 1	WOMEN	128 SF	15 NET	6
BARN - 1	MEN	120 SF	15 NET	5
BARN - 1	STAIR / CORRIDOR	183 SF	100 GROSS	2

BARN - 2	BARN VENUE	2,016 SF	15 NET	135
BARN - 2	WOMEN	170 SF	15 NET	6
BARN - 2	MEN	118 SF	15 NET	5
BARN - 2	CORRIDOR	38 SF	100 GROSS	0
BARN - 2	STAIR	130 SF	100 GROSS	2

BARN - 3	LOFT VENUE	696 SF	15 NET	38
BARN - 3	STAIR	130 SF	100 GROSS	2
				40

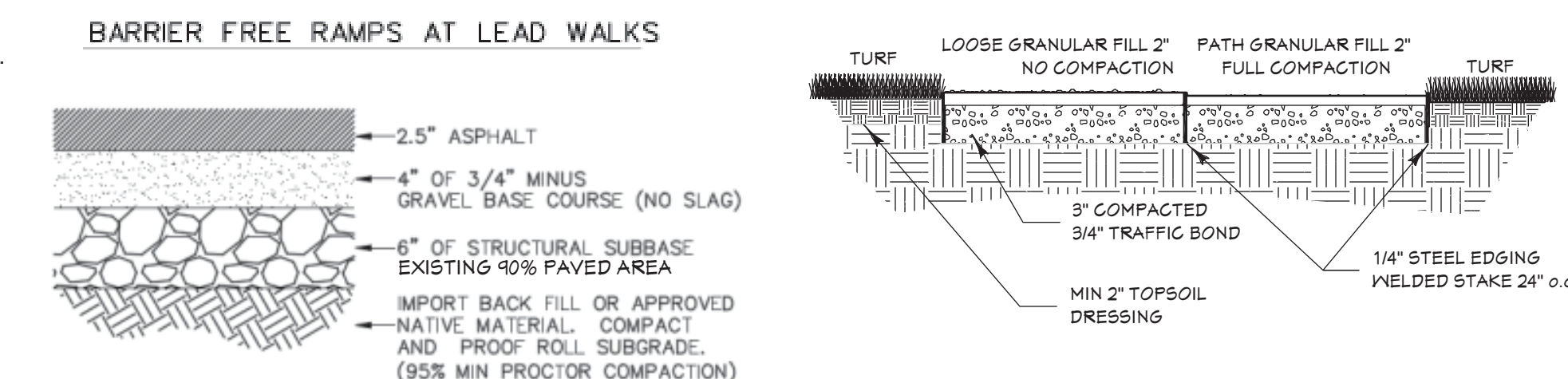
20% REDUCTION FACTOR FOR SHUTTLE / HOV - 274 PERSONS

STATED MAXIMUM CAPACITY FOR ENTIRE FACILITY @ 300
PAVILION AND OUTDOOR AREAS ACCESSORY TO PRIMARY USE



NOTES:

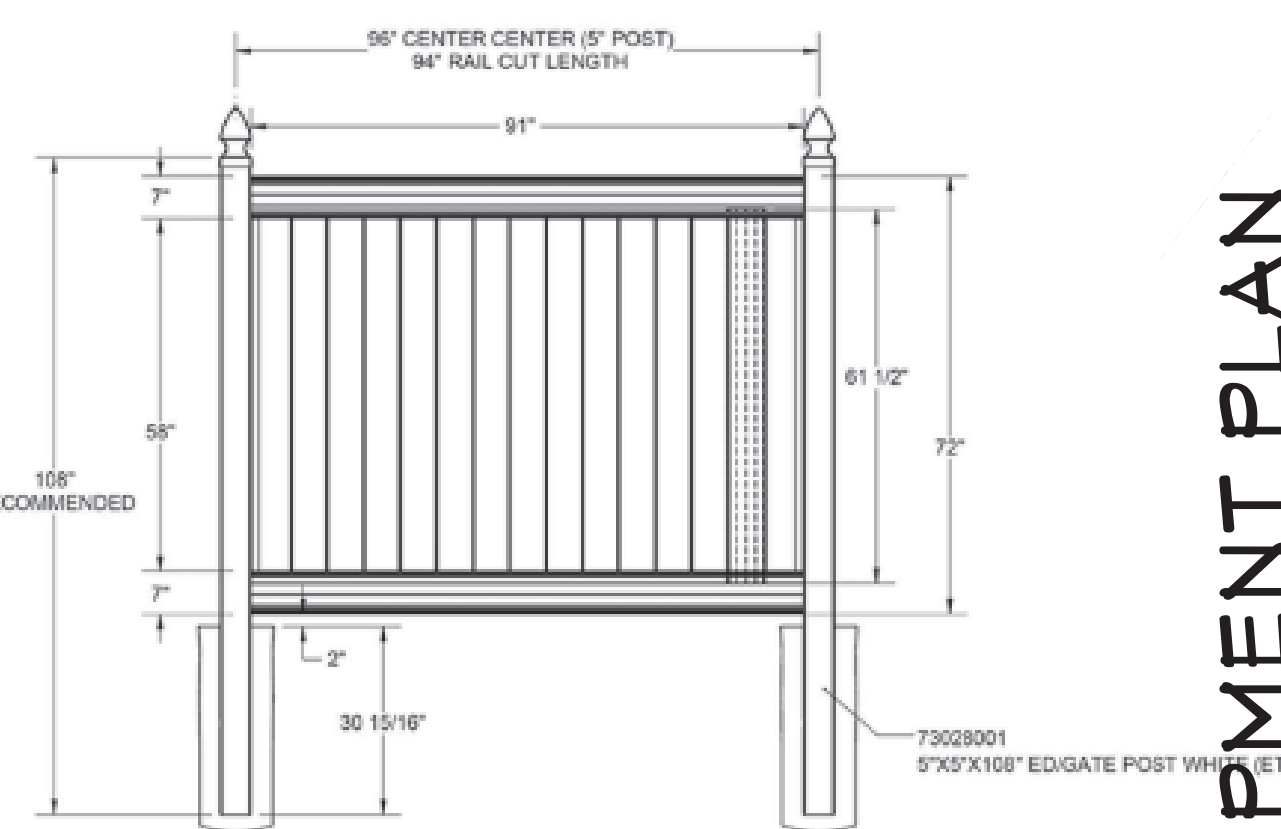
1. ALL ONEYCONCRE IN BACK OF CURB TO BE TROWEL-PLASTERED BEFORE POURING SIDEWALK.
2. FOR SIDEWALKS AGAINST EXISTING CURB, KEYWAY SHALL BE REPLACED WITH 12" LONG, 3/4" DEFORMED BARS INTO EXISTING BACK CURB AND EPOXY GROUTED ON 24" CENTERS.
3. PAYMENT FOR KEYWAY SUBSIDIARY TO SIDEWALK LUG PAY ITEM.
4. PAYMENT FOR EXCAVATION, BORROW AND COMPACTION IS SUBSIDIARY TO CONCRETE SIDEWALK PAY ITEM.
5. ALL SIDEWALK SHALL BE PLACED AT LEAST 6 INCHES TO 95% DENSITY WITH A MOISTURE WITHIN -22% TO -4% OF OPTIMUM MOISTURE.
6. 3/4" EXPANSION JOINTS SHALL BE PROVIDED AT STREET EXPANSION JOINTS AND AT A MAXIMUM 40 FEET ON INTERMEDIATE STREET SAW JOINTS. A TOOL MARKED GROOVE SHALL BE PROVIDED IN LINE WITH INTERMEDIATE STREET SAW JOINTS.
7. ALL PROPOSED SIDEWALKS MUST BE DOWELED INTO EXISTING SIDEWALK USING NO. 3 DEFORMED BARS.
8. FOR SIDEWALK WITHIN 10 FEET OF DALLAS STREET, DESIGN MANUAL.
9. MINIMUM CONCRETE LENGTH FOR SIDEWALK = 3000'. SEE SPEC.



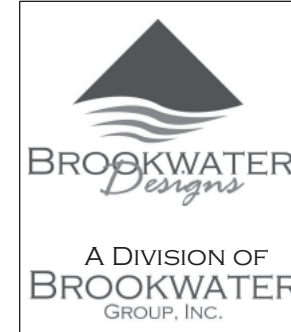
NOTES:

EXISTING PAVEMENT TO REMAIN
SMOOTH TRANSITIONS OLD TO NEW
QUOTE RESURFACING / SEALING OF EXISTING SEPARATE

SIDEWALK	WIDTH	THE MINIMUM CLEAR WIDTH OF A ACCESSIBLE ROUTE SHALL BE 36" EXCEPT AT DOORS. IF A ROUTE IS LESS THAN 60" CLEAR WIDTH, THEN PASSING SPACES AT LEAST 60" BY 60" SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200'.
	SLOPE	NO MORE THAN 1:20, CROSS SLOPE NOT TO EXCEED 1:50
	HANDRAILS	NOT REQUIRED ON THE EXTERIOR WALKS EXCEPT WHERE ADJACENT TERRAIN EXCEEDS 1:4 (25%) DOWNWARD SLOPE AWAY FROM WALK.
RAMP	WIDTH	THE MINIMUM CLEAR WIDTH OF A RAMP SHALL BE 36".
SURFACE	SLOPE	THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP SHALL BE 1:12.
	HANDRAILS	IF A RAMP RUN HAS A RISE GREATER THAN 6", OR A HORIZONTAL PROJECTION GREATER THEN 72" (6 FT.), THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS SHALL EXTEND AT LEAST 12" BEYOND THE TOP AND BOTTOM OF THE RAMP SEGMENT AND SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE. TOP OF HANDRAIL GRIPPING SURFACES SHALL BE MOUNTED BETWEEN 34" AND 38" ABOVE RAMP SURFACE.



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE: _____

PRELIMINARY SITE PLAN

PROJECT DESCRIPTION:

HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:

BROOKWATER GROUP
516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

$$1'' = 15'-0''$$

SHEET:

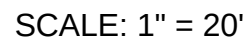
C100

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the City of New Berlin. All permits must be obtained by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the City of New Berlin and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads should not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt and dirt washed from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.



NOTE: ALL UNDERGROUND CONTRACTOR ARE REQUIRED TO FIELD LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. OBTAIN ALL CITY PERMITS PRIOR TO CONSTRUCTION.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LAND SURVEYS INC.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.



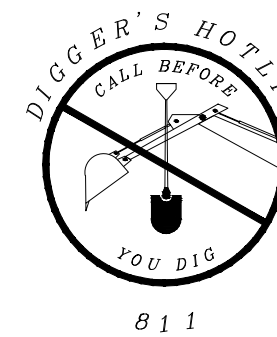
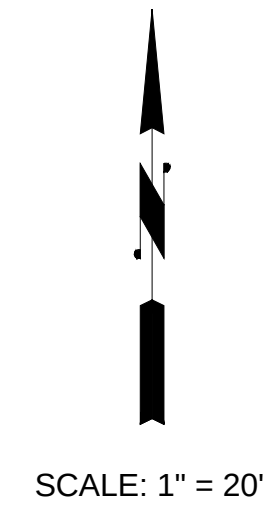
		ELLENA ENGINEERING CONSULTANTS, LLC SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT		DATE	DESCRIPTION
		700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com			
HAWTHORNE HILL FARM 16370 W SMALL ROAD, NEW BERLIN, WI		GRADING, PAVING & DRAINAGE PLAN			
		DATE: 05-29-25 BY: MARK R. ELLENA, PE SCALE: 1"= 20'			
SHEET NUMBER C200					

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the City of New Berlin. All permits must be obtained by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the City of New Berlin and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt and washed from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNr AND THE CITY.

1. INSTALL SILT FENCE AS SHOWN ON THE PLAN.
2. EXCAVATE RAIN GARDEN. INSTALL STONE FILTER AT OUTLET TO ROADSIDE DITCH. DO NOT INSTALL BASIN ENGINEERED FILL AT THIS TIME. RESTORE ALL DISTURBED AREAS WITH EROSION CONTROL MATTING.
3. STRIP UNSUITABLE MATERIAL FROM THE STRUCTURAL AREAS; AS REQUIRED AND HAUL OFFSITE.
4. COMPLETE BUILDING, PARKING & LANDSCAPE AREAS.
5. TOPSOIL, RE-VEGETATE AND STABILIZE ALL REMAINING DISTURBED AREAS.
6. FOLLOWING SITE RESTORATION, REMOVE EXCESS SEDIMENT FROM RAIN GARDEN BOTTOM AND INSTALL ENGINEERED FILL AND RESTORE PER DETAIL.
8. AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE CITY, REMOVE ALL SILT FENCE, STONE OUTLET FILTER AND ANY OTHER TEMPORARY BMP'S.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LAND SURVEYS INC.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.



WISCONSIN

MARK R.
ELLENA
E-24090
WALES,
WI

PROFESSIONAL ENGINEER

Mark R. Ellena

DATE: 05-29-25

BY: MARK R. ELLENA, PE



PER WDNR Tech STANDARD 1057

Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.

Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3: Select fabric type based on soil conditions and vehicles loading.

Note 4: Access point at the center full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

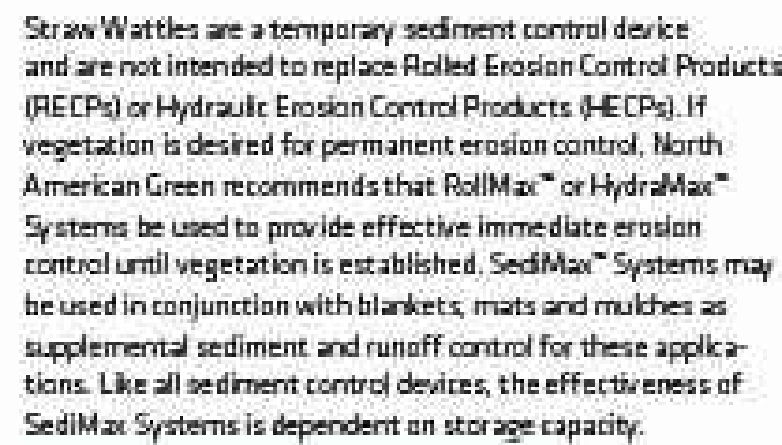
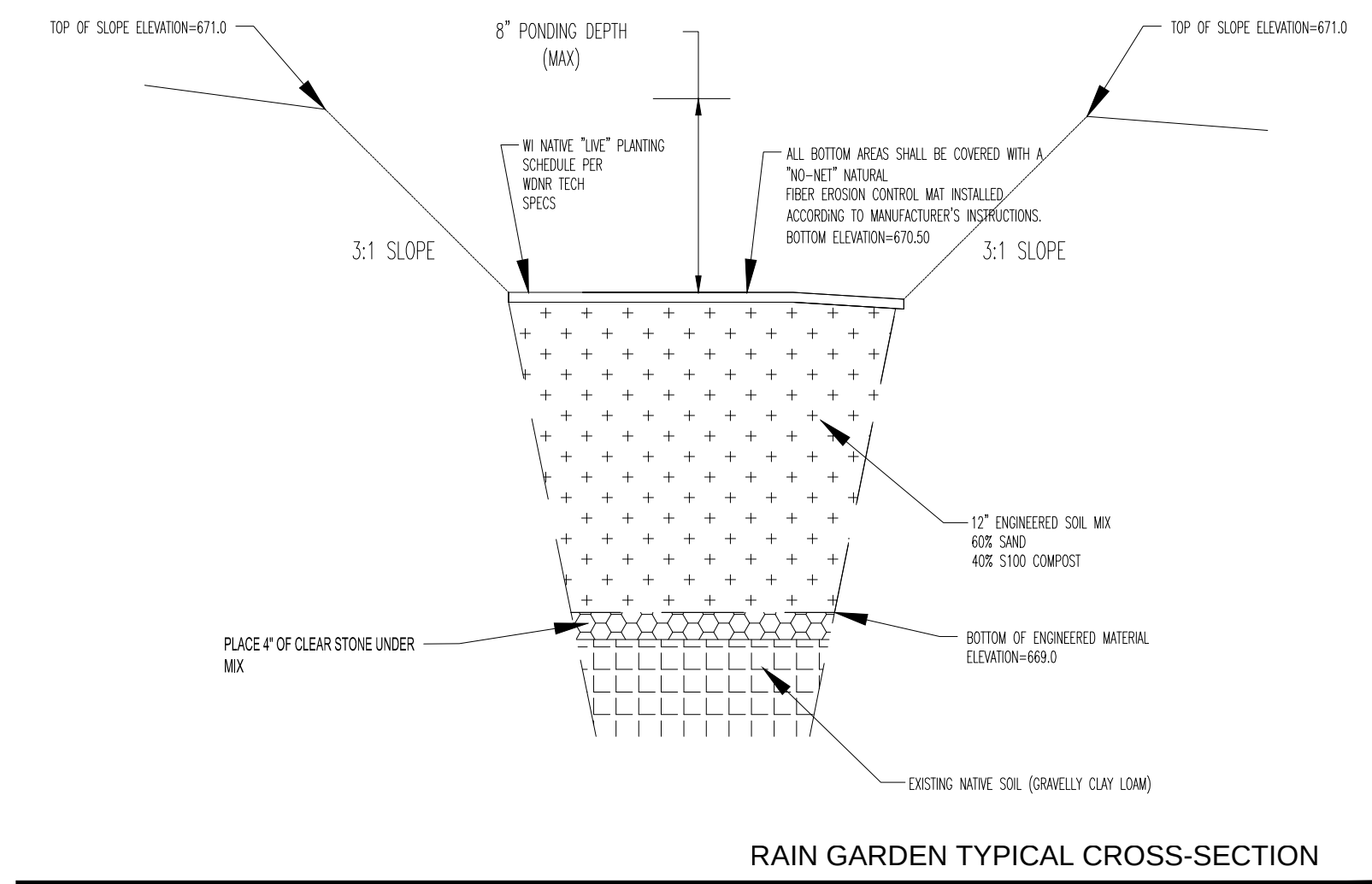
Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

THE DETENTION VOLUME REQUIRED FOR THIS SITE WILL BE MET USING 1 RAIN GARDEN AS SHOWN ON PLAN. THIS PROPOSED GREEN INFRASTRUCTURE SYSTEM EXCEED THE REQUIRED UNIT DETENTION VOLUME OF THE PROPOSED IMPERVIOUS SURFACES ON THE PROPERTY.

RAIN GARDEN MAINTENANCE TASKS	TIMELINE
EVALUATE WATERING NEEDS AND IMPLEMENT WATERING WHERE NECESSARY.	WEEKLY
HAND-WEED AND DISPOSE OF PULLED WEEDS OFF-SITE.	WEEKLY
CHECK & CLEAN ALL TRIBUTARY SWALES	MONTHLY
CHECK ALL SUBSURFACE DRAINS & CLEAR AS NEEDED	SPRING & FALL

AREA	SQUARE FEET
TOTAL PROPOSED IMPERVIOUS (SF)	16,427 S.F.
DETENTION VOLUME REQUIRED (GALLONS)	5,124 GALLONS
(1/2" RAIN X TOTAL AREA = 685 CUBIC FEET)	

RAIN GARDEN: (4.4 gallons per square foot)		
	AREA (SQ. FT.)	UNIT DETENTION VOLUME (GAL.)
PROPOSED RAIN GARDEN	1200	5,984
TOTAL UNIT DETENTION VOLUME=		5,984 GALLONS (5,124 GAL. REQUIRED)



3. Begin at the location where the wattle is to be installed by excavating a 2 to 3 in. (5-7.5 cm) deep x 9 in. (22.9 cm) wide trench along the contour of the slope. Excavated soil should be placed upslope from the anchor trench (Figure 7).

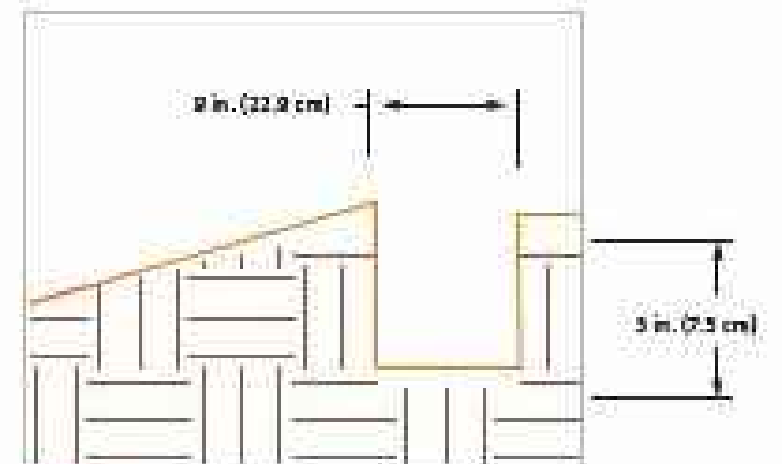


FIGURE 7

3. Place the wattle in the trench so that it contours to the soil surface. Compact soil from the excavated trench against the wattle on the uphill side. Wattles should tightly abut (Figure 8).

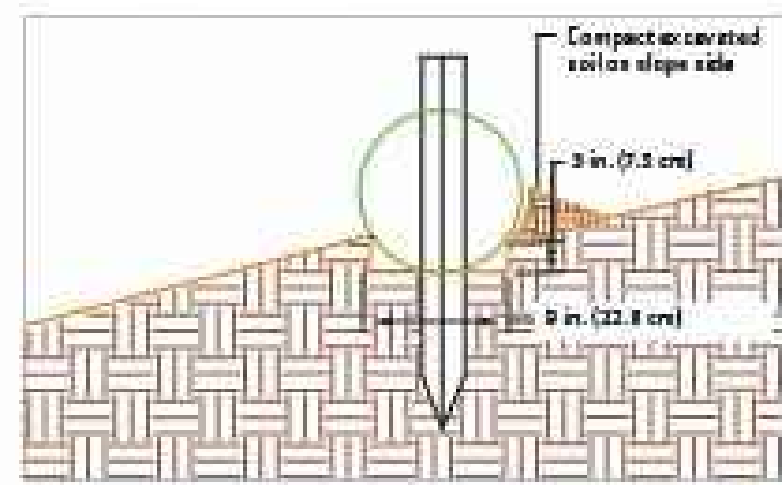


FIGURE 11

- b) Secure the wattle with a minimum of 18 to 24 in. (45.7-61 cm) stakes every 3 to 4 ft (0.9-1.2 m) and with a stake on each end. Stakes should be driven through the middle of the wattle leaving at least 2 to 3 in. (5-7.5 cm) of stake extending above the wattle (Figure 9). Stakes should be driven perpendicular to the slope face. Spacing of SedMax-SW on slope will vary based on the slope grade (Figure 10).

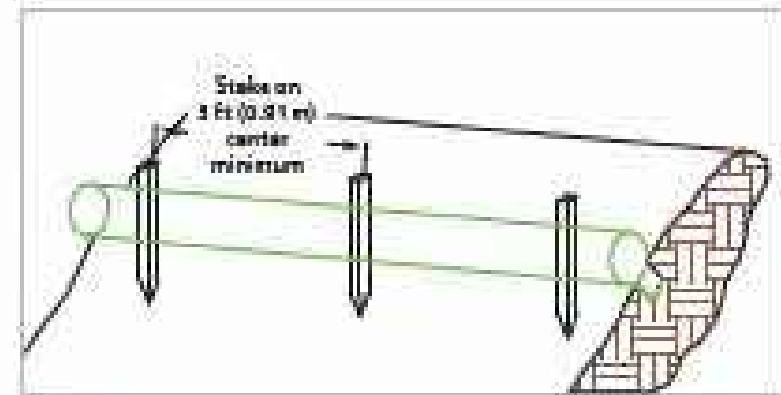


FIGURE 3

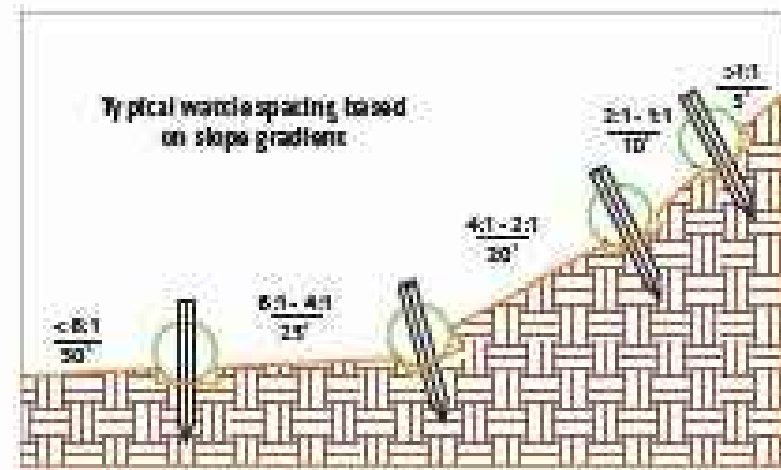
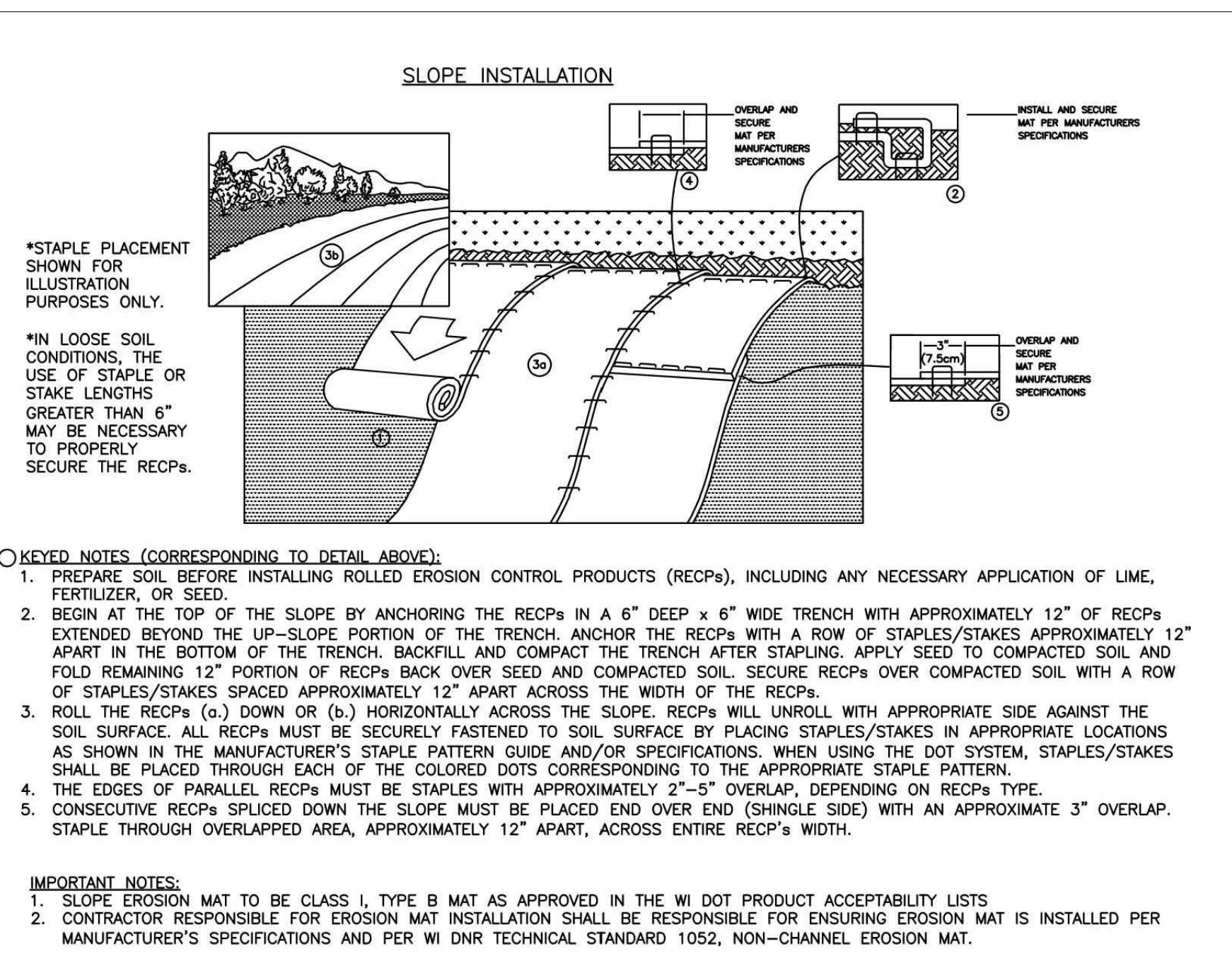


FIGURE 10

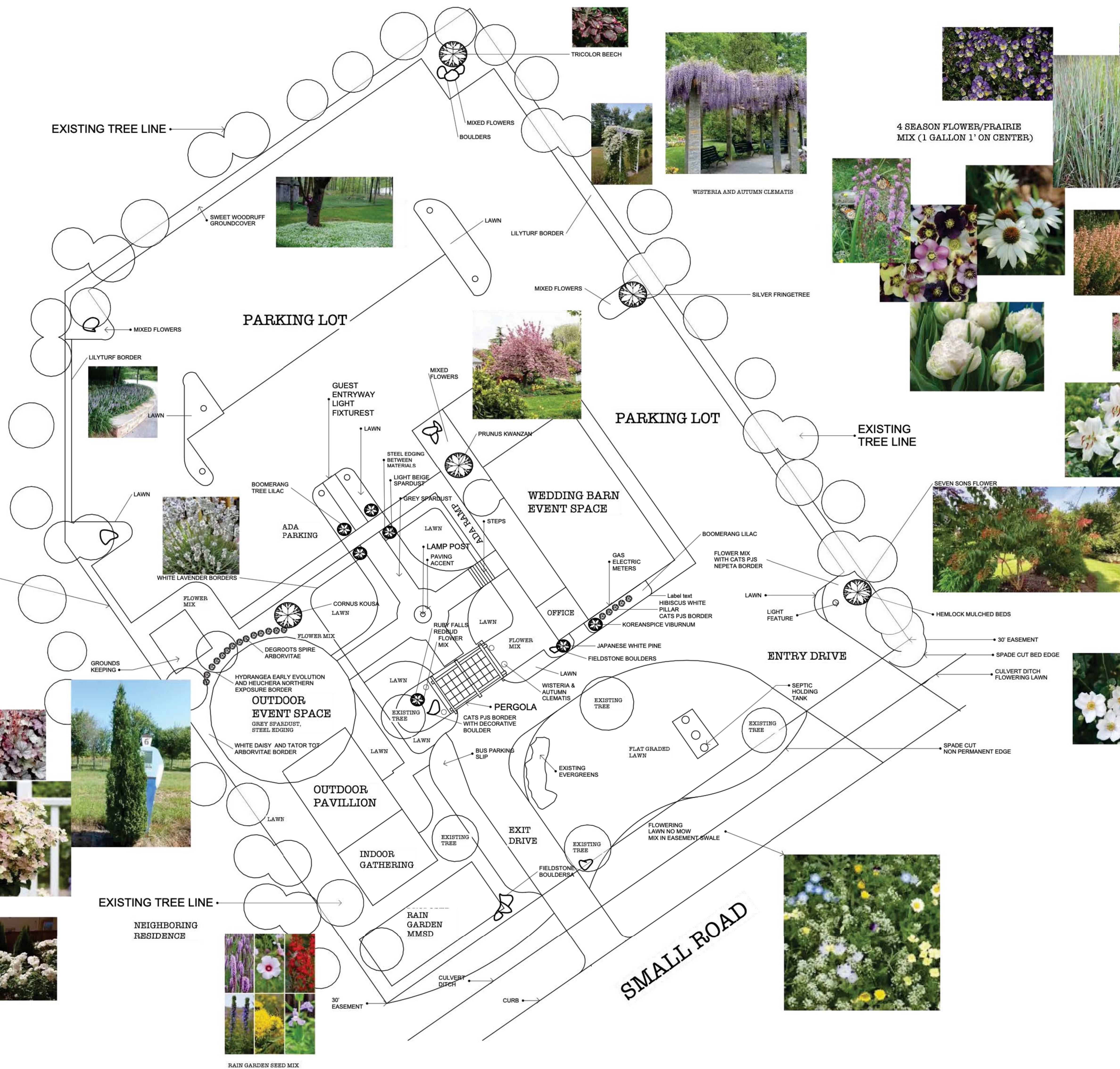
For additional installation assistance on Sedimax Systems, please call 800-772-2040, visit nagreen.com or e-mail info@nagreen.com and we will be happy to put you in touch with your erosion control specialist who can assist you.



STRAW WATTLE DETAIL

EROSION MATTING: WDNR TS-1052

[illegible]



LANDSCAPE DESIGN

EDIBLE * SUSTAINABLE * LOCAL

Katie Jean Fedorski
(262) 483-3901
katie.jean.fedorski@gmail.com

5 ACRE FARM
812 CHURCH ST UNIT 2
ALLENTON, WI 53002



PROJECT HAWTHORNE HILL FARM

Brookwater Group

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

PROJECT DETAILS
EVENT VENUE
Drawn By:

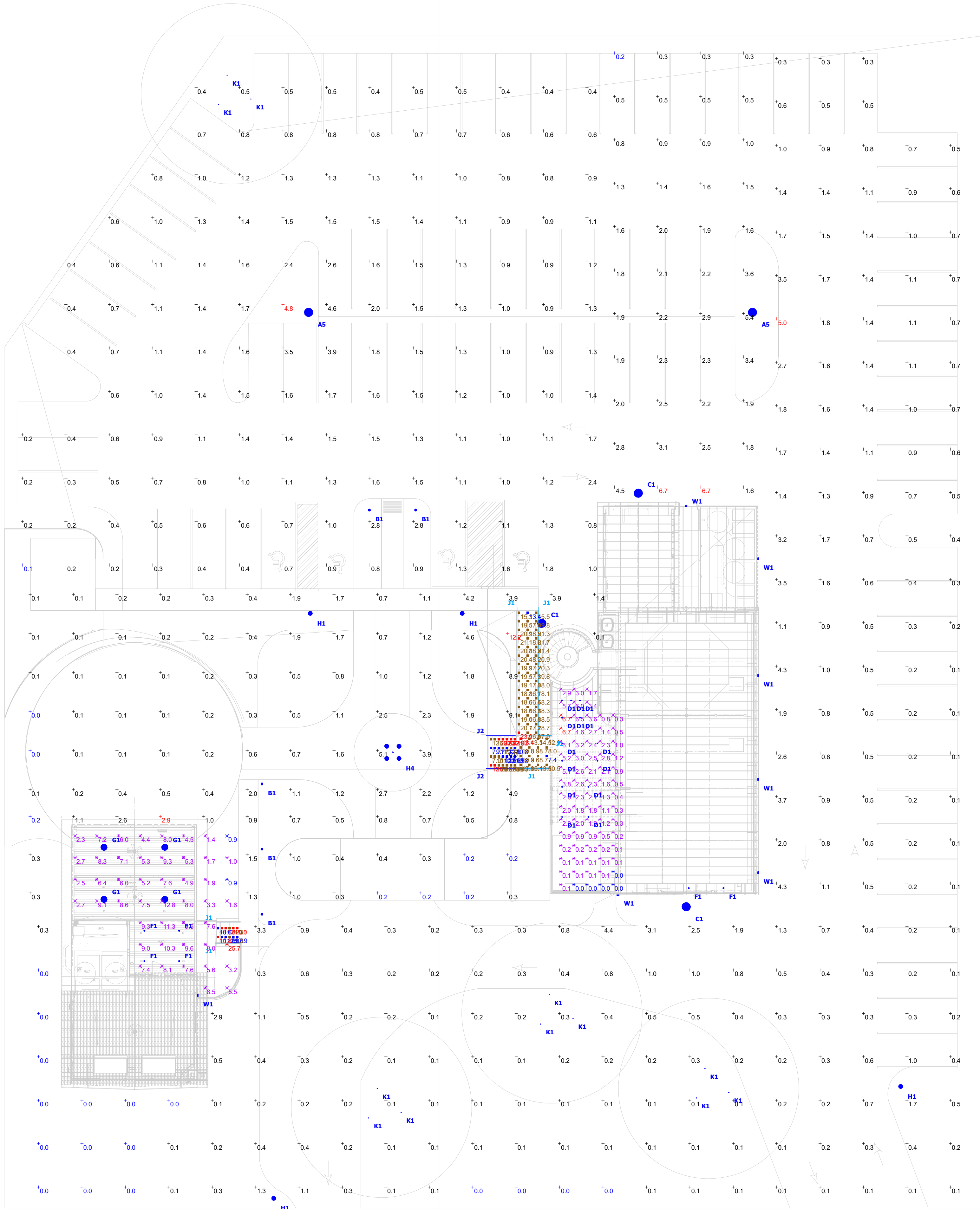
Drawn By:
Katie Jean

ISSUE DATE
5-29-25

PROJECT ADDRESS
16370 W SMALL RD

NEW BERLIN, WI
53151

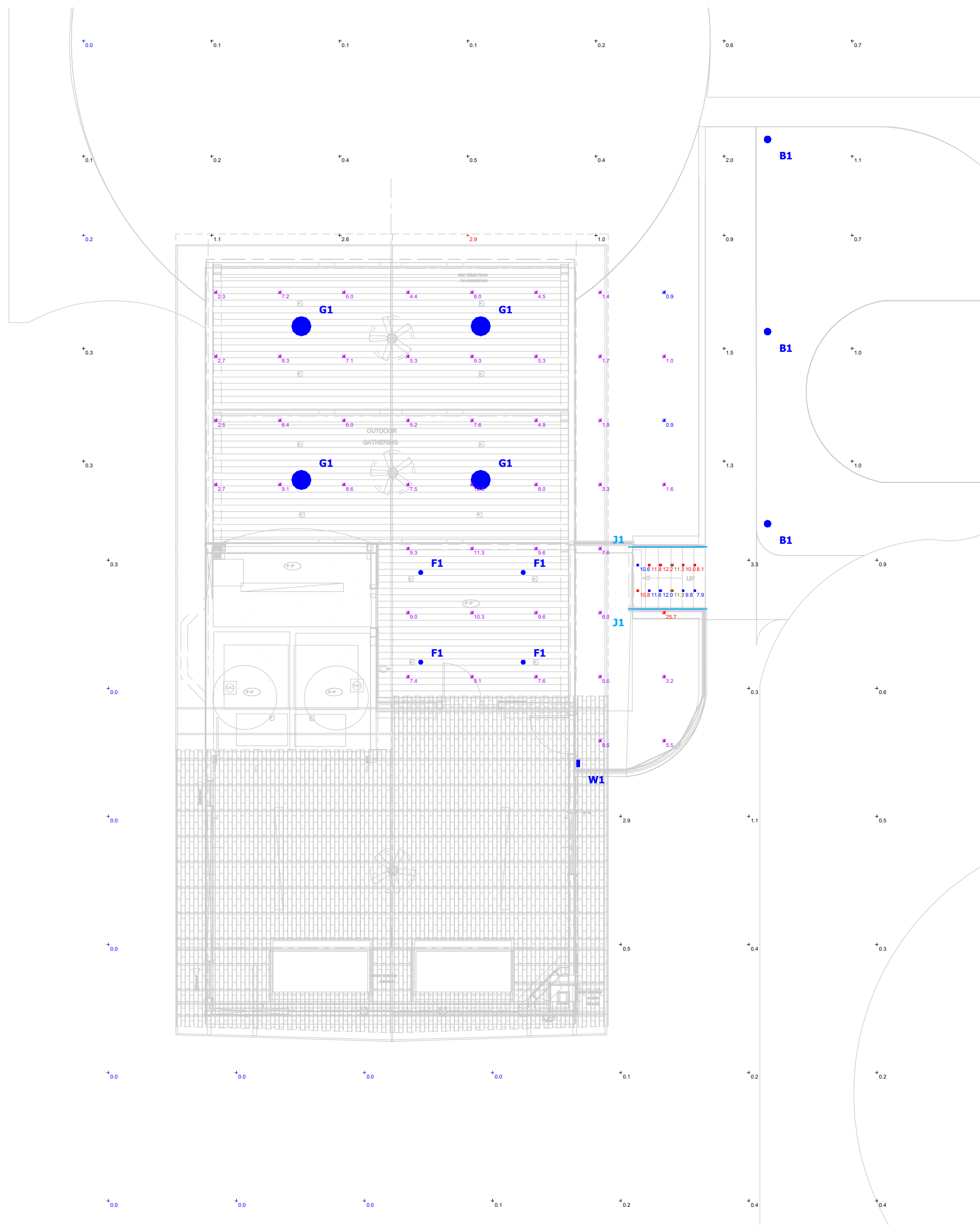
01



Plan View
Scale - 1" = 14ft

Schedule								
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	Input Power	
	A5	2	U.S. ARCHITECTURAL LIGHTING	GLX-VLED-VSQ-100LED-525mA-30K-120-BLACK	160W, 3000K DECORATIVE LED POST TOP AREA LIGHT, TYPE 5 DISTRIBUTION - MOUNTED TO TOP OF 20' POLE	162	160	
	B1	5	KUZZO LIGHTING	EB490xx-BK-UNV	42", 3000K, 42" BOLLARD, SYMMETRICAL DISTRIBUTION	839	24.7	
	C1	3	BARN LIGHT	G-WHS18-10X-G32-NA-10X-NA-NA-NA-LED38-3000K-DL	24" WAREHOUSE SHADE WITH 38W INTEGRAL LED AND 2' GOOSE NECK ARM	3000	38	
	D1	14	GM LIGHTING	GML-RO-B	1W RECESSED MINI DOWNLIGHT - RECESSED IN PERGOLA	86	1	
	F1	6	MAXIM LIGHTING	57690-XX	5.5" DIAMETER SURFACE DOWNLIGHT DISC	898	12.3	
	G1	4	BARNLIGHT	BLE-S-WHS14-100-ST524-NA-100-NA-NA-NA-LED16-3000K-FL	16" WAREHOUSE SHADE PENDANT WITH 16W INTEGRAL LED FLAT LENS AND 24" STEM	1250	16	
	H1	4	LIVEX LIGHTS	7522-XX	DECORATIVE SINGLE POST TOP WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMP (S12447) - MOUNTED TO 6' DECORATIVE POST TO MATCH TYPE H4 (7709-XX)	2711	18.5561	
	H4	1	LIVEX LIGHTS	7711-XX	DECORATIVE QUAD POST WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMPS (S12447) - 93" HEIGHT	2711	74.2244	
	J1	6	GM LIGHTING	LTR-P-WP-24V-1.5W-30K-XXFT	1.5W/FT, 3000K, WET LOCATION TAPE LIGHT IN RAILING CHANNEL - WITH DIMMABLE DRIVER	121	1.5	
	J2	2	GM LIGHTING	LTR-P-WP-24V-3.0W-30K-XXFT	3.0W/FT, 3000K WET LOCATION TAPE LIGHT IN RAILING CHANNEL WITH DIMMABLE DRIVER	225	3	
	K1	12	HINKLEY	1536BSK-WMA27K	SMALL GROUND OR TREE MOUNTED ADJUSTABLE LANDSCAPE UPLIGHT 2700K	691	12	
	W1	7	AFX	POLW0708LAJDXX	ADJUSTABLE LED WALLPACK - 3000K, 15W	1881	15	

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST STAIR AVERAGE		15.2 fc	23.4 fc	7.7 fc	3.0:1	2.0:1
EAST STAIR LANDING		11.7 fc	18.4 fc	7.4 fc	2.5:1	1.6:1
PAVILLION AREA		6.5 fc	25.7 fc	0.9 fc	28.6:1	7.2:1
RAMP		18.7 fc	23.9 fc	13.4 fc	1.8:1	1.4:1
SITE CENTER AREA		1.2 fc	12.2 fc	0.0 fc	N/A	N/A
SITE PERIMETER - PARKING AND FRONT GRASSY AREA		1.0 fc	6.7 fc	0.0 fc	N/A	N/A
WEST STAIR AVERAGE		10.6 fc	12.2 fc	7.9 fc	1.5:1	1.3:1
BARN PATIO		1.8 fc	6.7 fc	0.0 fc	N/A	N/A



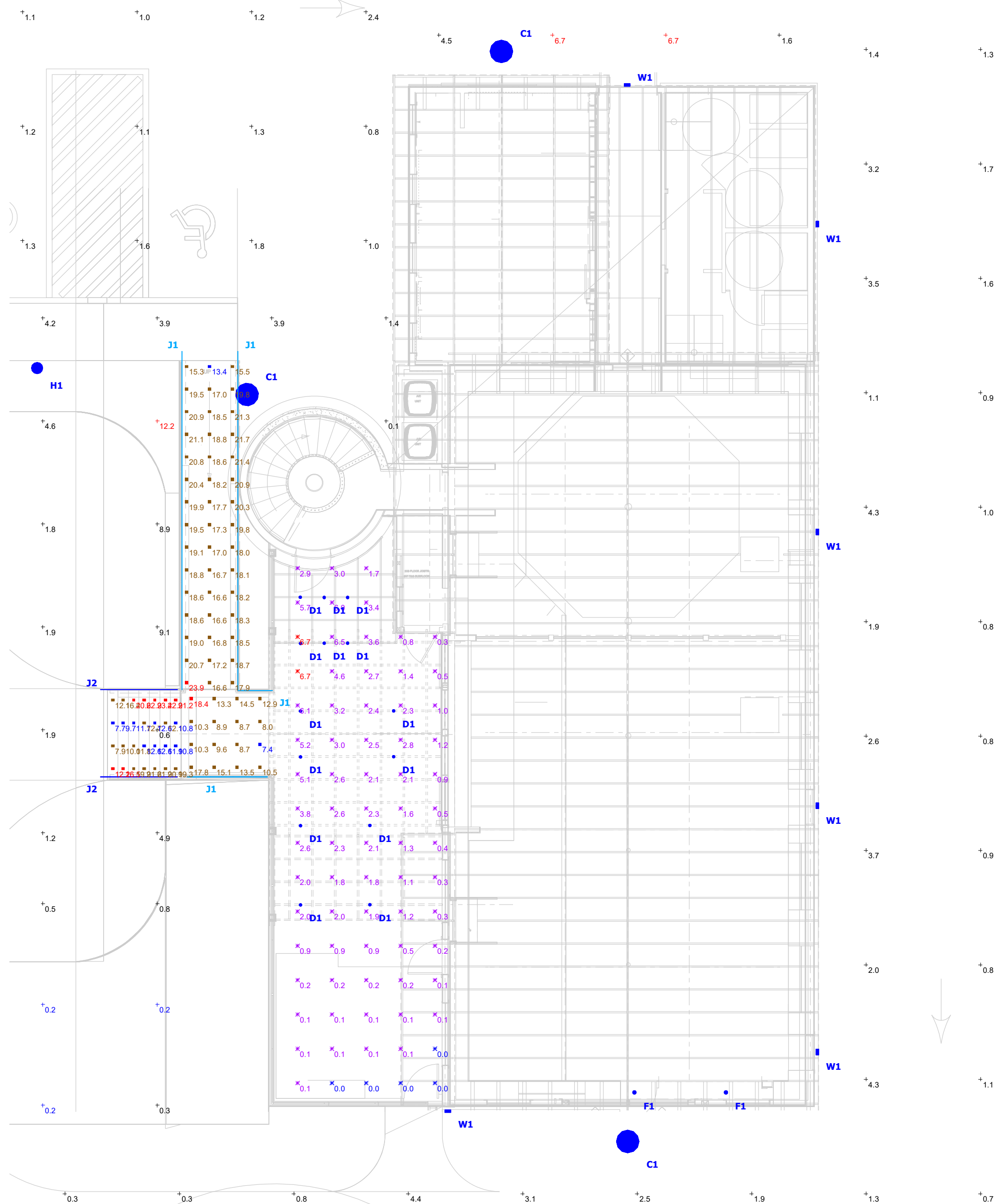
Plan View - A

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST STAIR AVERAGE		15.2 fc	23.4 fc	7.7 fc	3.0:1	2.0:1
EAST STAIR LANDING	■	11.7 fc	18.4 fc	7.4 fc	2.5:1	1.6:1
PAVILLION AREA	✕	6.5 fc	25.7 fc	0.9 fc	28.6:1	7.2:1
RAMP	■	18.7 fc	23.9 fc	13.4 fc	1.8:1	1.4:1
WEST STAIR AVERAGE		10.6 fc	12.2 fc	7.9 fc	1.5:1	1.3:1
BARN PATIO	✕	1.8 fc	6.7 fc	0.0 fc	N/A	N/A

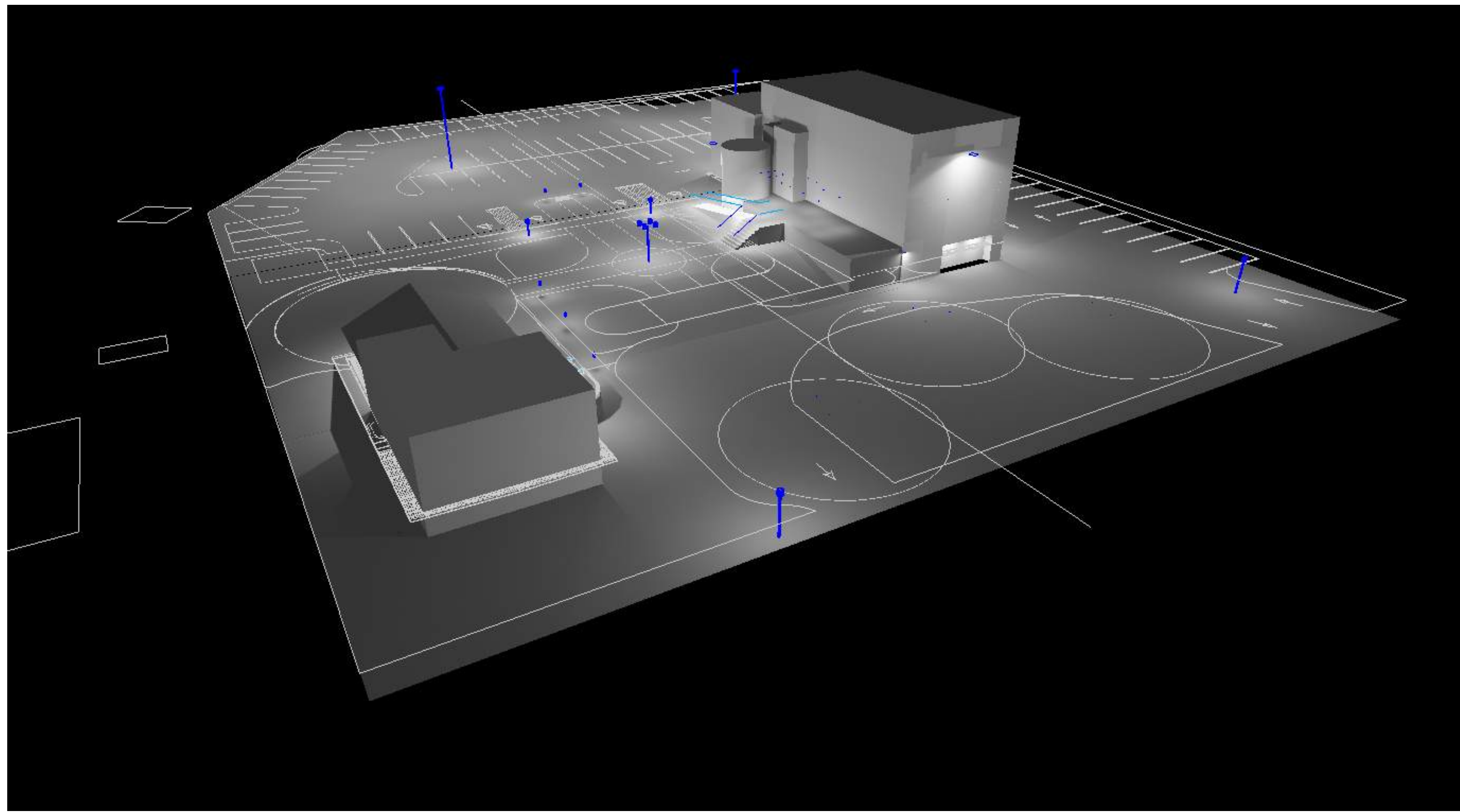
Schedule							
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	Input Power
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○	C1	3	BARN LIGHT	G-WHS18-10X-G32-NA-10X-NA-NA-NA-LED38-3000K-DL	24" WAREHOUSE SHADE WITH 38W INTEGRAL LED AND 2' GOOSE NECK ARM	3000	38
○	D1	14	GM LIGHTING	GML-RO-B	1W RECESSED MINI DOWNLIGHT - RECESSED IN PERGOLA	86	1
○	F1	6	MAXIM LIGHTING	57690-XX	5.5" DIAMETER SURFACE DOWNLIGHT DISC	898	12.3
○	G1	4	BARNLIGHT	BLE-S-WHS14-100-ST524-NA-100-NA-NA-NA-LED16-3000K-FL	16" WAREHOUSE SHADE PENDANT WITH 16W INTEGRAL LED FLAT LENS AND 24" STEM	1250	16
○ ○ ○ ○	H4	1	LIVEX LIGHTS	7711-XX	DECORATIVE QUAD POST WITH 18.5W, DIMMING SATCO FROSTED LED A21 LAMPS (S12447) - 93" HEIGHT	2711	74.2244
—	J1	6	GM LIGHTING	LTR-P-WP-24V-1.5W-30K-XXFT	1.5W/FT, 3000K, WET LOCATION TAPE LIGHT IN RAILING CHANNEL - WITH DIMMABLE DRIVER	121	1.5
—	J2	2	GM LIGHTING	LTR-P-WP-24V-3.0W-30K-XXFT	3.0W/FT, 3000K WET LOCATION TAPE LIGHT IN RAILING CHANNELWITH DIMMABLE DRIVER	225	3
□	W1	7	AFX	POLW0708LAJDXX	ADJUSTABLE LED WALLPACK - 3000K, 15W	1881	15

Plan View

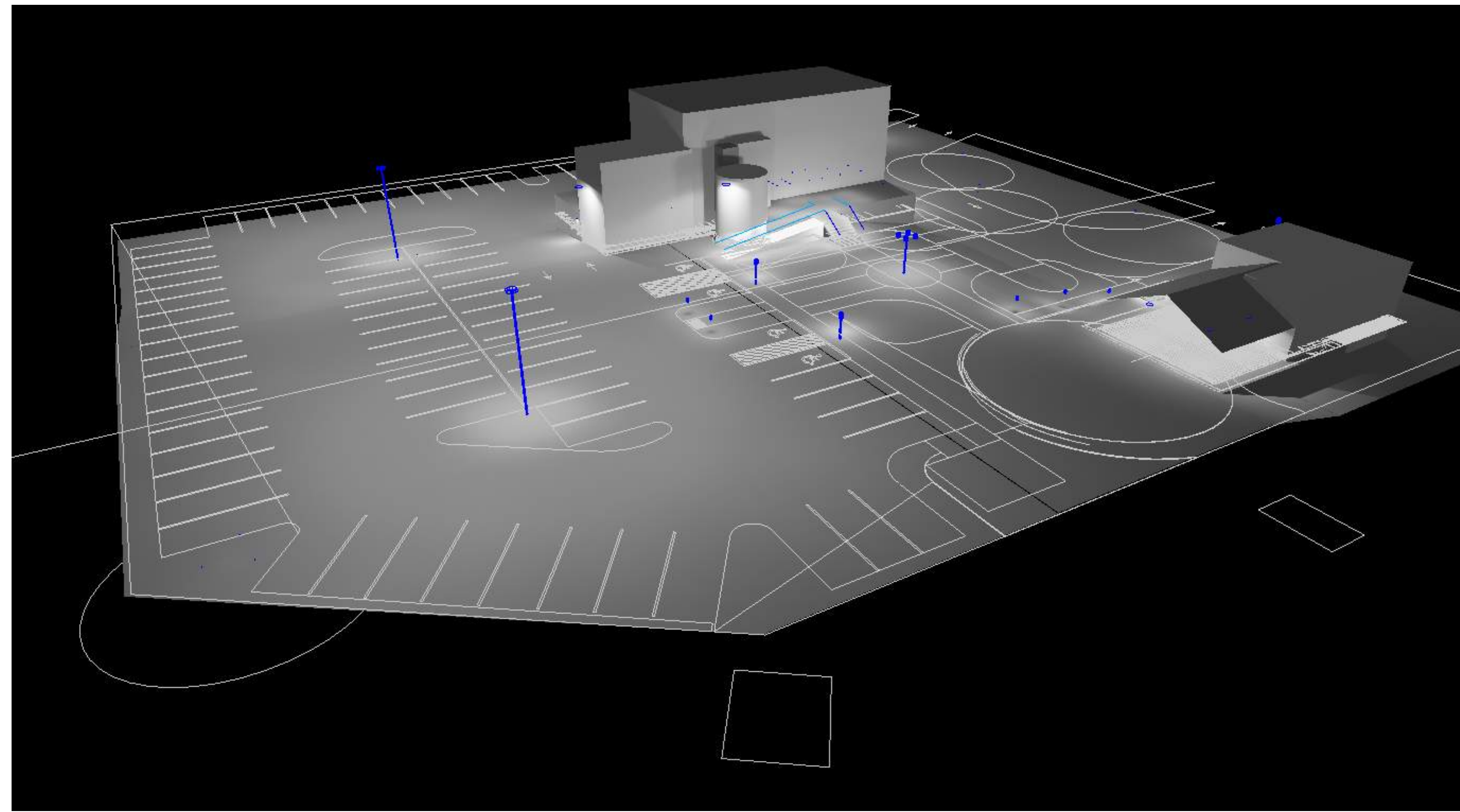
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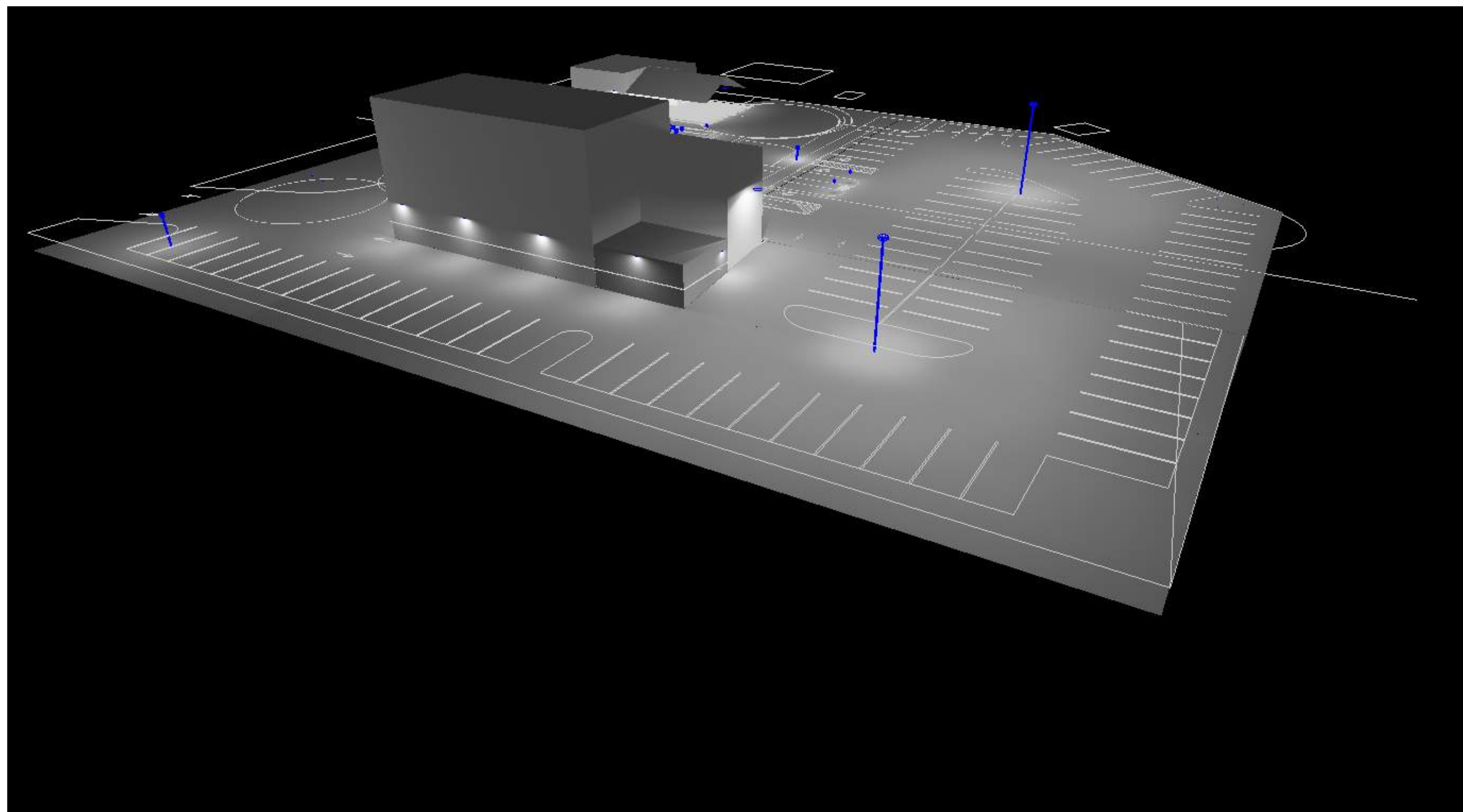
Plan View - A



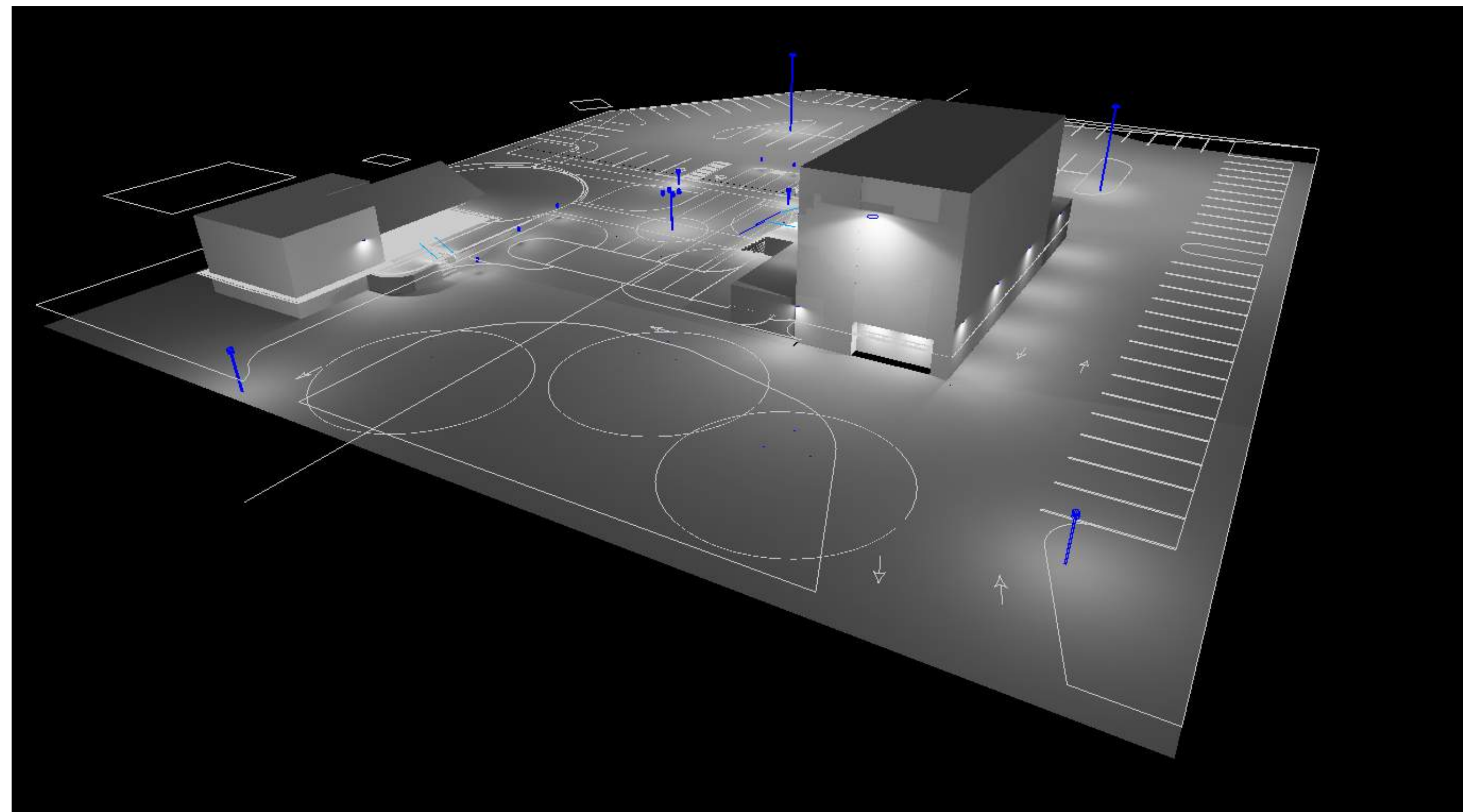
View #1



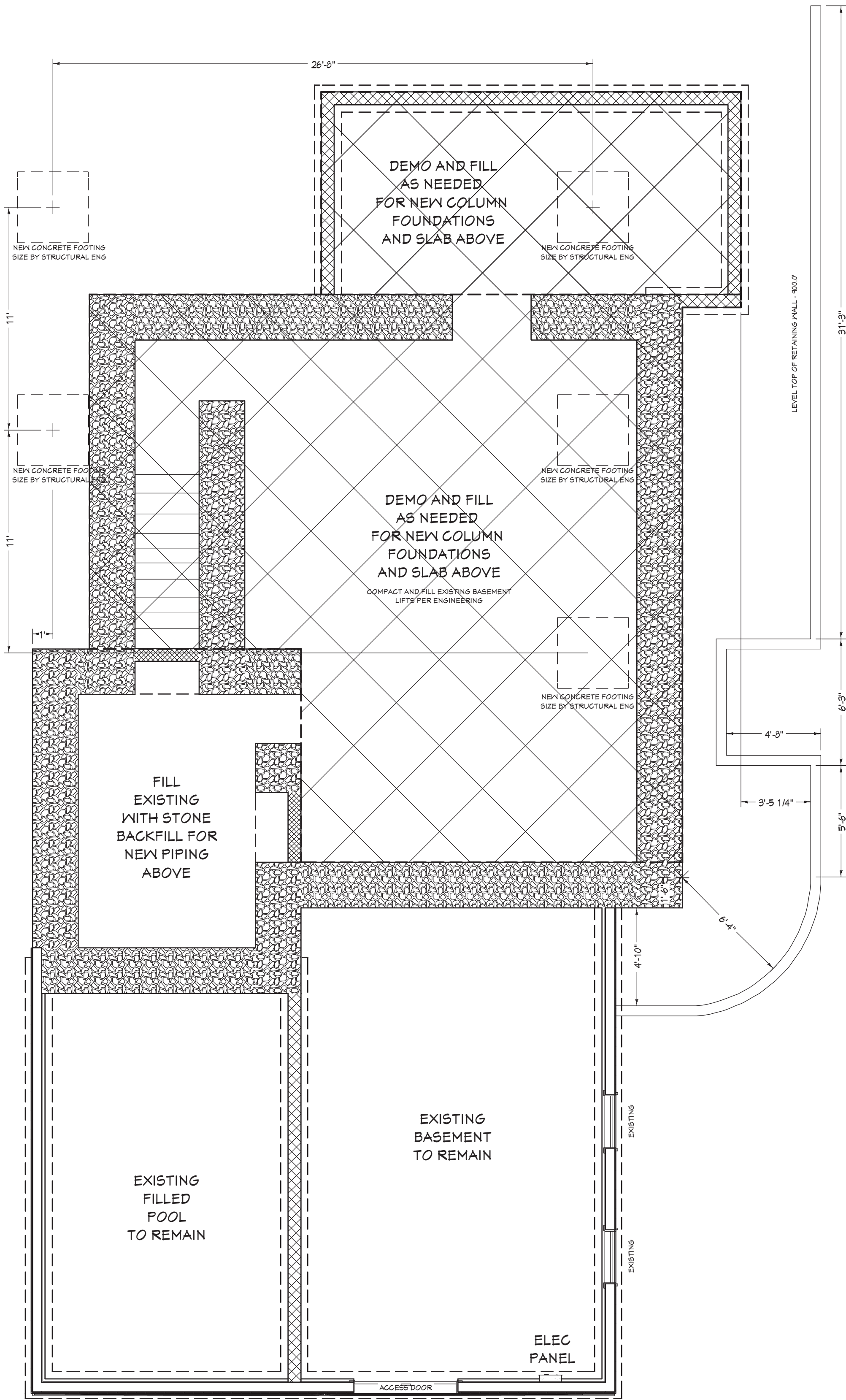
View #2



View #3

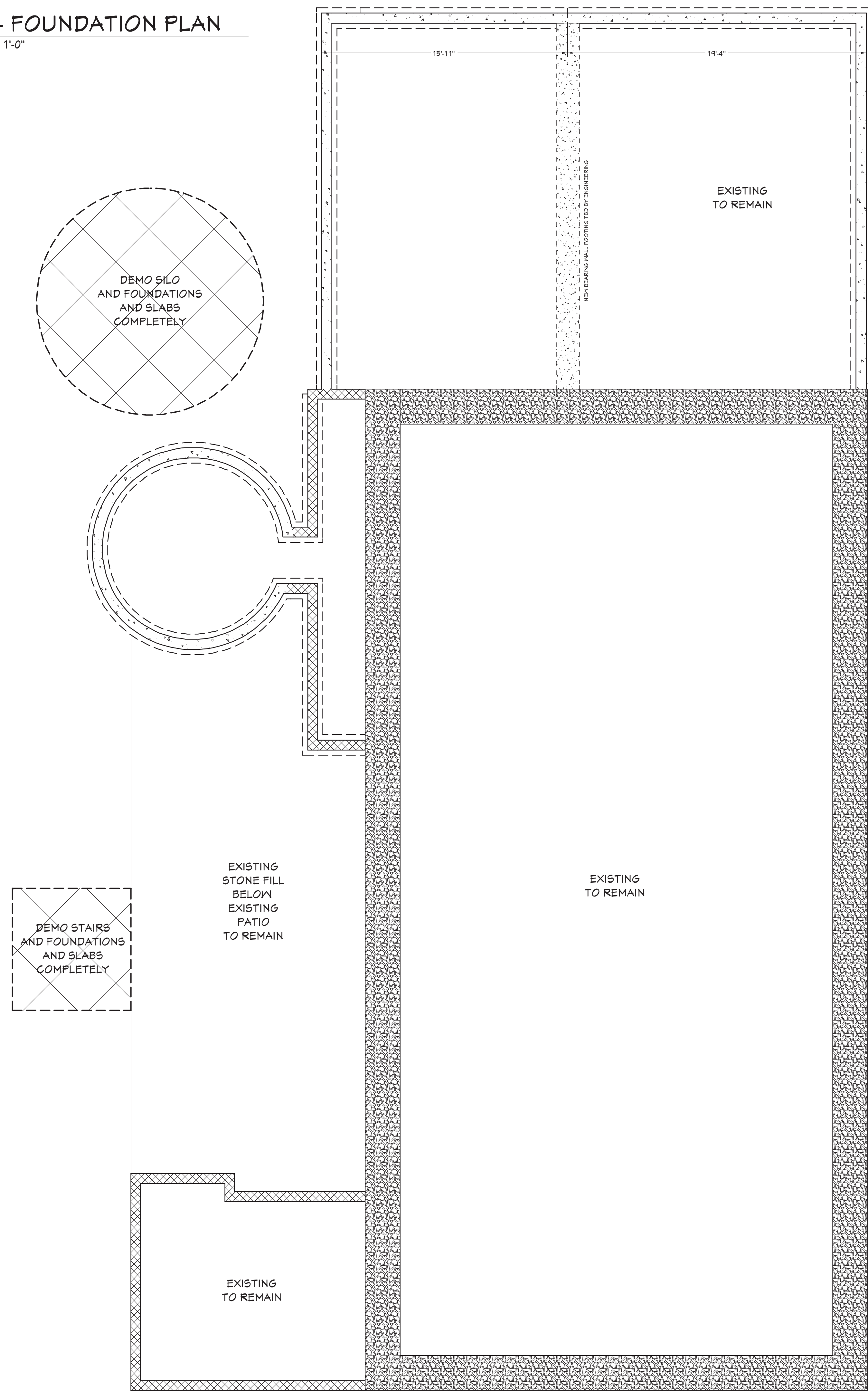


View #4

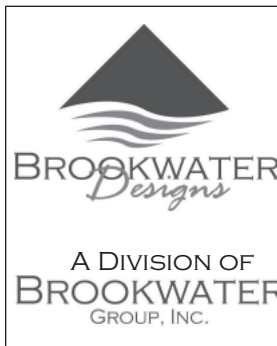


1
A4 PAVILION - FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

2
A4 BARN - FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
FOUNDATION
DEMOLITION PLAN

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, VT 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, VT 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
1/4" = 1'-0"

SHEET:
A-1

OUTDOOR GATHERING

NEW 4" CONCRETE PATIO WITH THICKENED EDGE SLAB ISOLATE COLUMNS WITH CONTROL JOINTS

NEW TIMBER TRUSS TBD ENGINEERING

SOLID SURFACE EXTERIOR COUNTERTOP 42"

SHARED JOCKEY STATION SEE SPEC FOR DRAIN SLEEP LOCATION

6'-0" 1/4"

6'-0" 1/4"

6'-5" 1/2"

27'-10"

14'-1" 1/2"

INDOOR GATHERING

NEW LVT FLOORING PATCH AND PAINT ALL WALLS REPAIR EXISTING PITCHED BEADED CEILING

INFILL AND INSULATE EXISTING WALL OPENINGS

COMPACT AND FILL EXISTING BASEMENT LIFTS PER ENGINEERING NEW 4" CONCRETE PATIO

NEW 8" CONCRETE STEM WALL 8X18" FOOTING TO BELOW GRADE FILL WITH FREE DRAINING COMPACTED STONE NEW 4" CONCRETE PATIO ABOVE

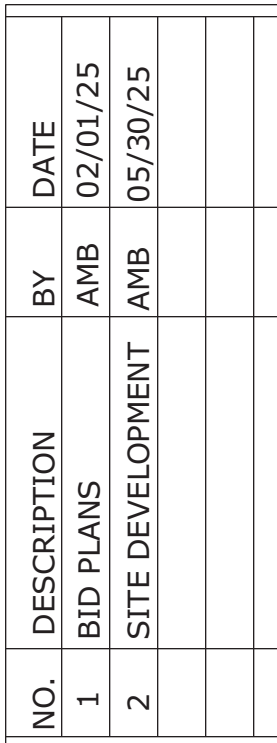
ISOLATE FROM EXISTING STONE WATERPROOF TO NEW GARAGE

UP

ELEG

SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"



PROJECT DESCRIPTION:

HAWTHORNE HILL FARM

HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

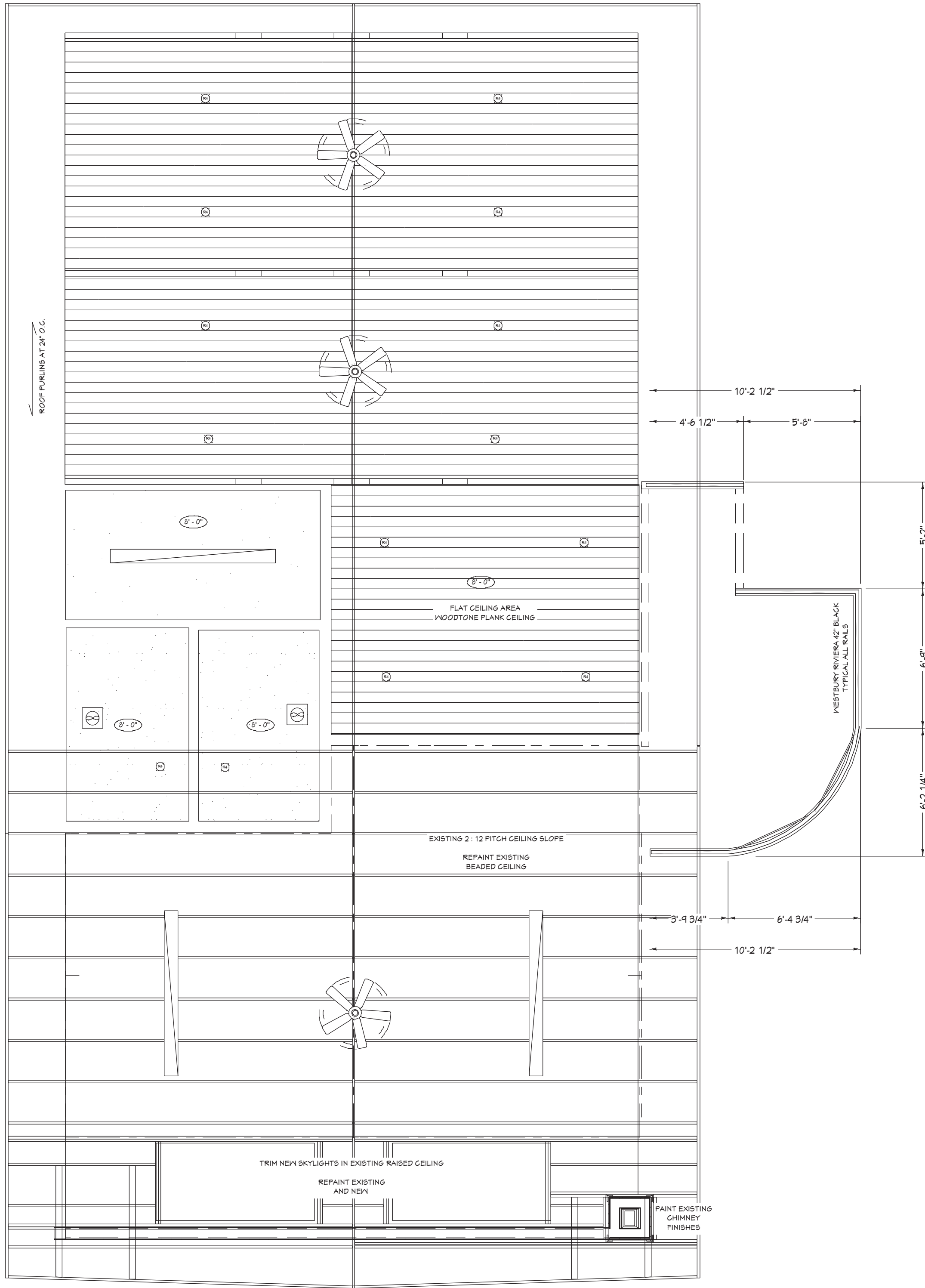
DATE:
5/30/2025

SCALE:

$1/4" = 1'$

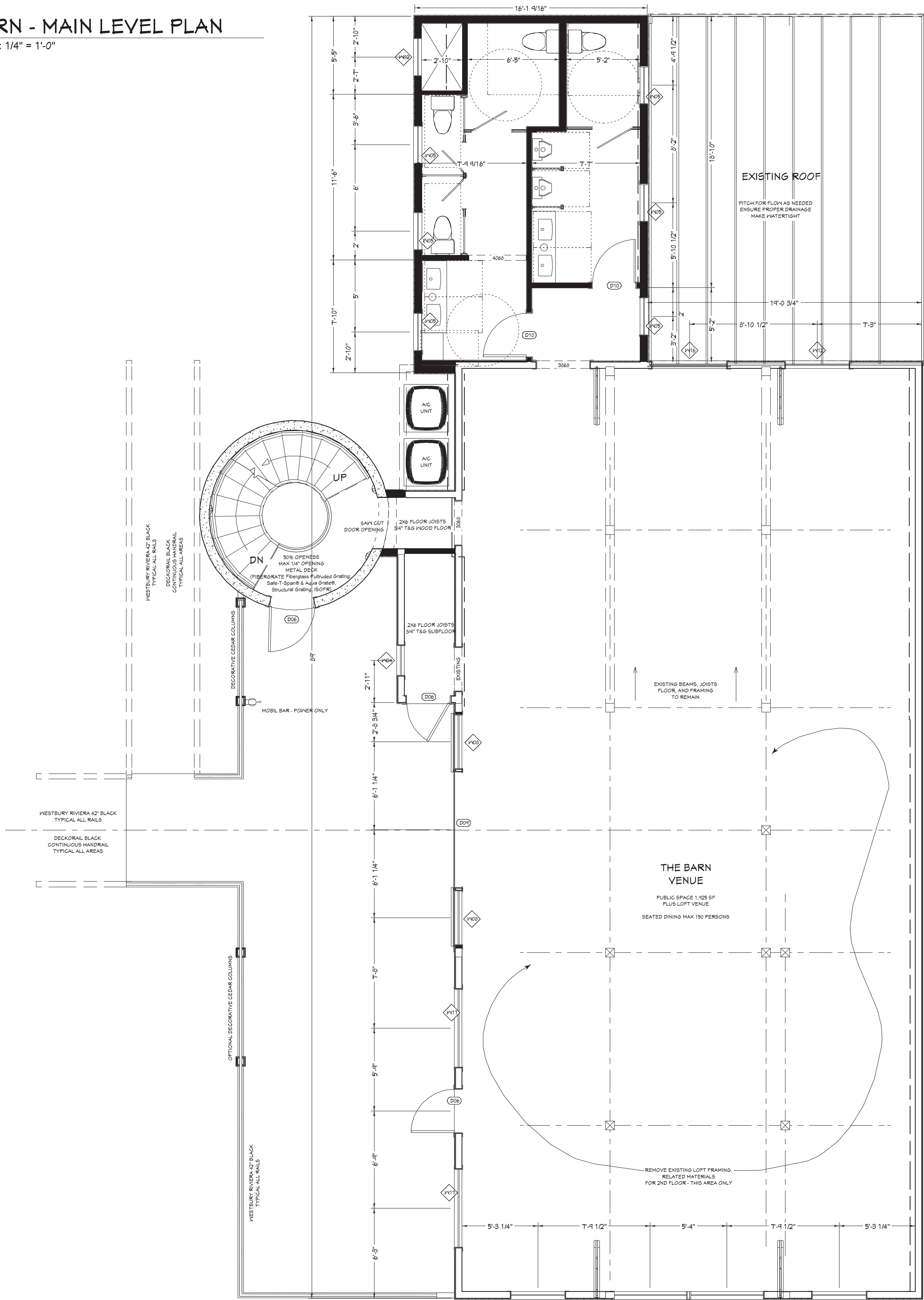
SHEET:
A-2

DOOR SCHEDULE					
NUMBER	QTY	WIDTH	HEIGHT	THICKNESS	DESCRIPTION
D01	1	132"	42"	1 3/4"	EXT. 4 DR. BIFOLD-GLASS PANEL
D02	1	108"	84"	1 3/4"	GARAGE-AVANTE 3 PANEL 21"
D04	2	14"	84"	1 3/4"	SIDE LITE
D05	1	36"	84"	1 3/4"	EXT. HINGED- 504 SASH
D06	8	36"	80"	1 3/4"	EXT. HINGED- 504 SASH
D08	1	60"	84"	1 3/4"	EXT. DOUBLE HINGED- 504 SASH
D09	1	46"	46"	1 3/4"	EXT. DOUBLE BARN- 504 SASH
D10	7	36"	80"	1 3/8"	HINGED- 160 INTERIOR
D11	1	72"	80"	1 3/8"	DOUBLE HINGED- 160 INTERIOR
D12	2	36"	84"	1 3/4"	EXT. HINGED- 504 SASH

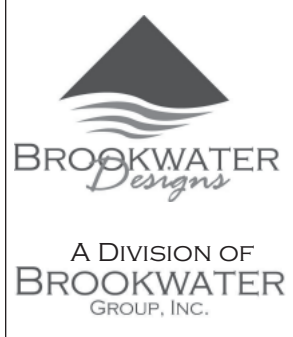


1
A6 PAVILION - CEILING PLAN
SCALE: 1/4" = 1'-0"

2
A6 BARN - MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"



SITE DEVELOPMENT PLAN



NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
MAIN LEVEL
FLOOR PLAN

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

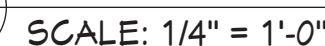
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:
5/30/2025

SCALE:
1/4" = 1'-0"

SHEET:
A-3

SCALE: 1/4" = 1'-0"

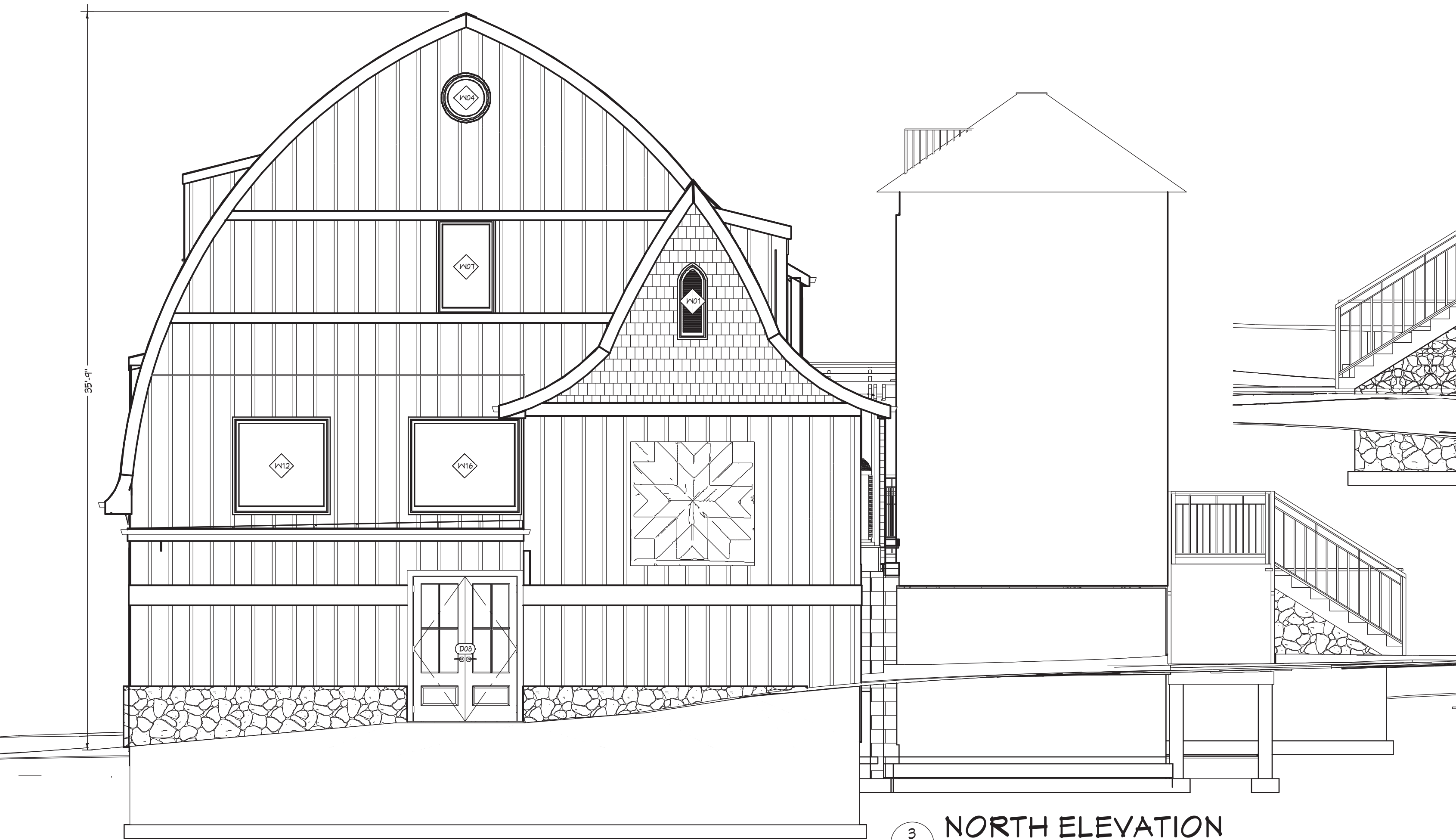




3
A5 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2
A5 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3
A5 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
**BARN VENUE
ELEVATIONS**

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

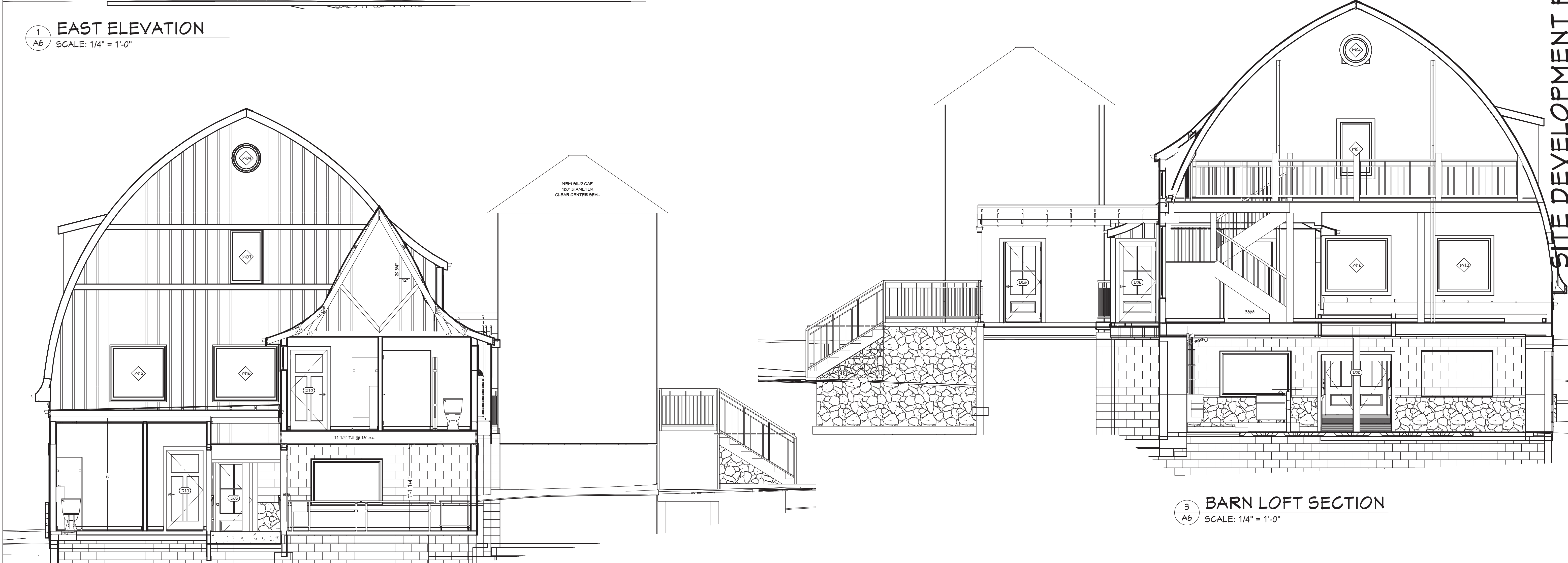
1/4" = 1'-0"

SHEET:

A-5



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



3 BARN LOFT SECTION
SCALE: 1/4" = 1'-0"



2 NORTH ADDITION SECTION
SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
**BARN VENUE
CROSS SECTION
ELEVATION**

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

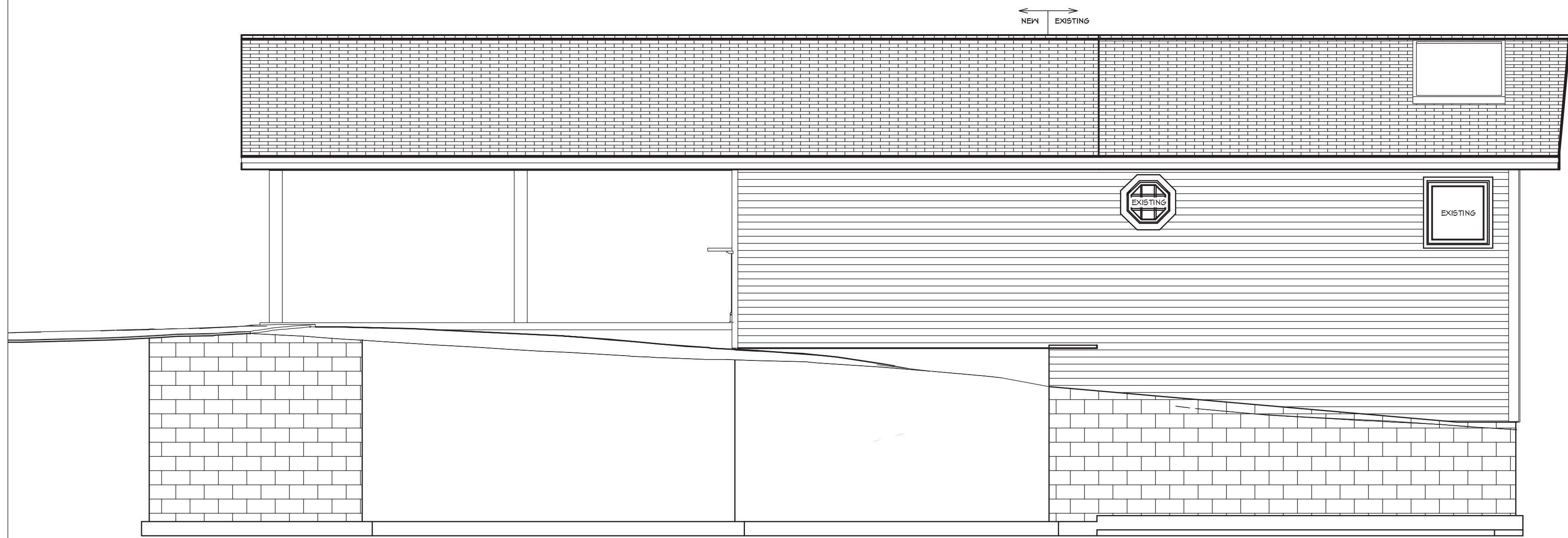
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DATE:
5/30/2025

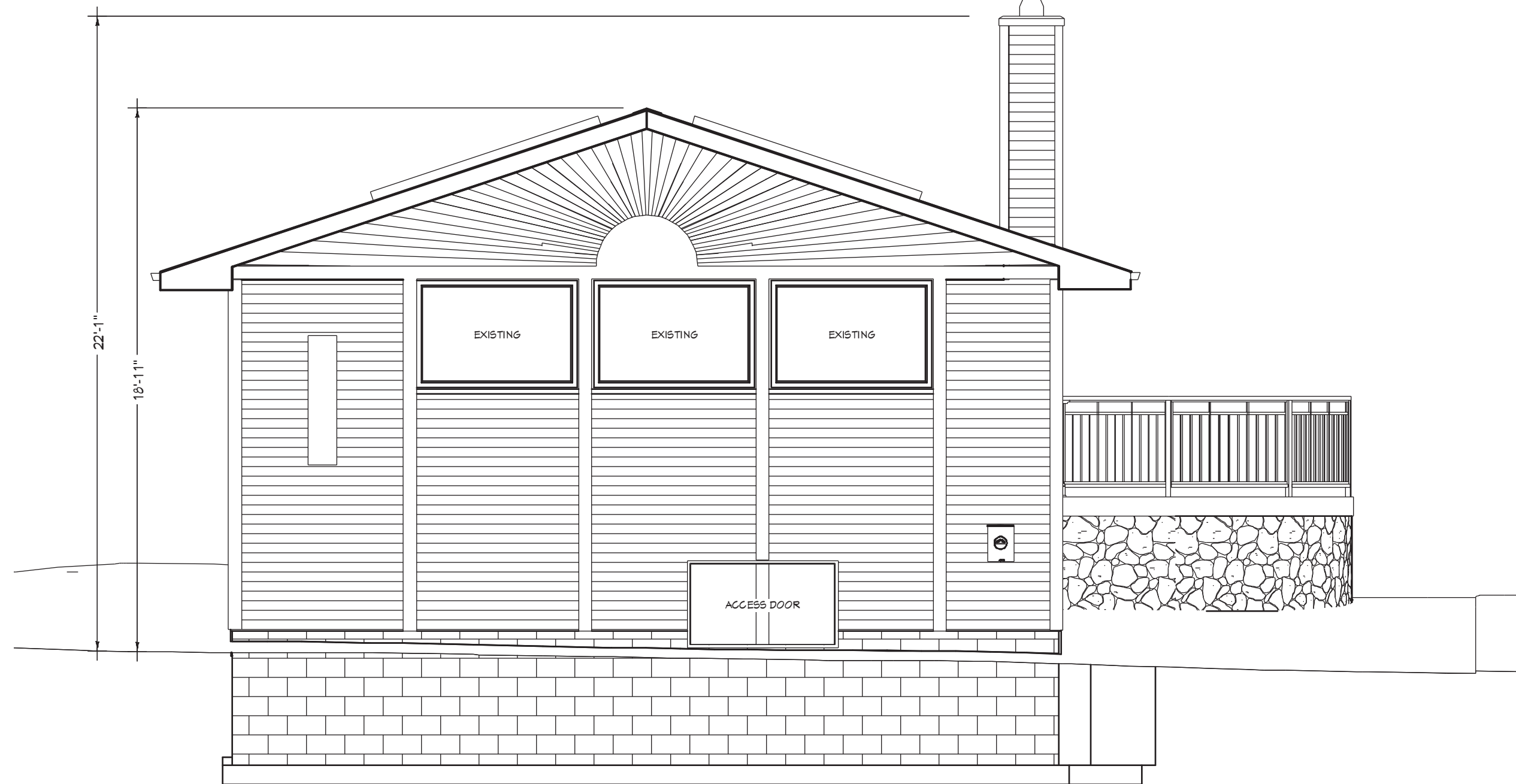
SCALE:
1/4" = 1'-0"

SHEET:

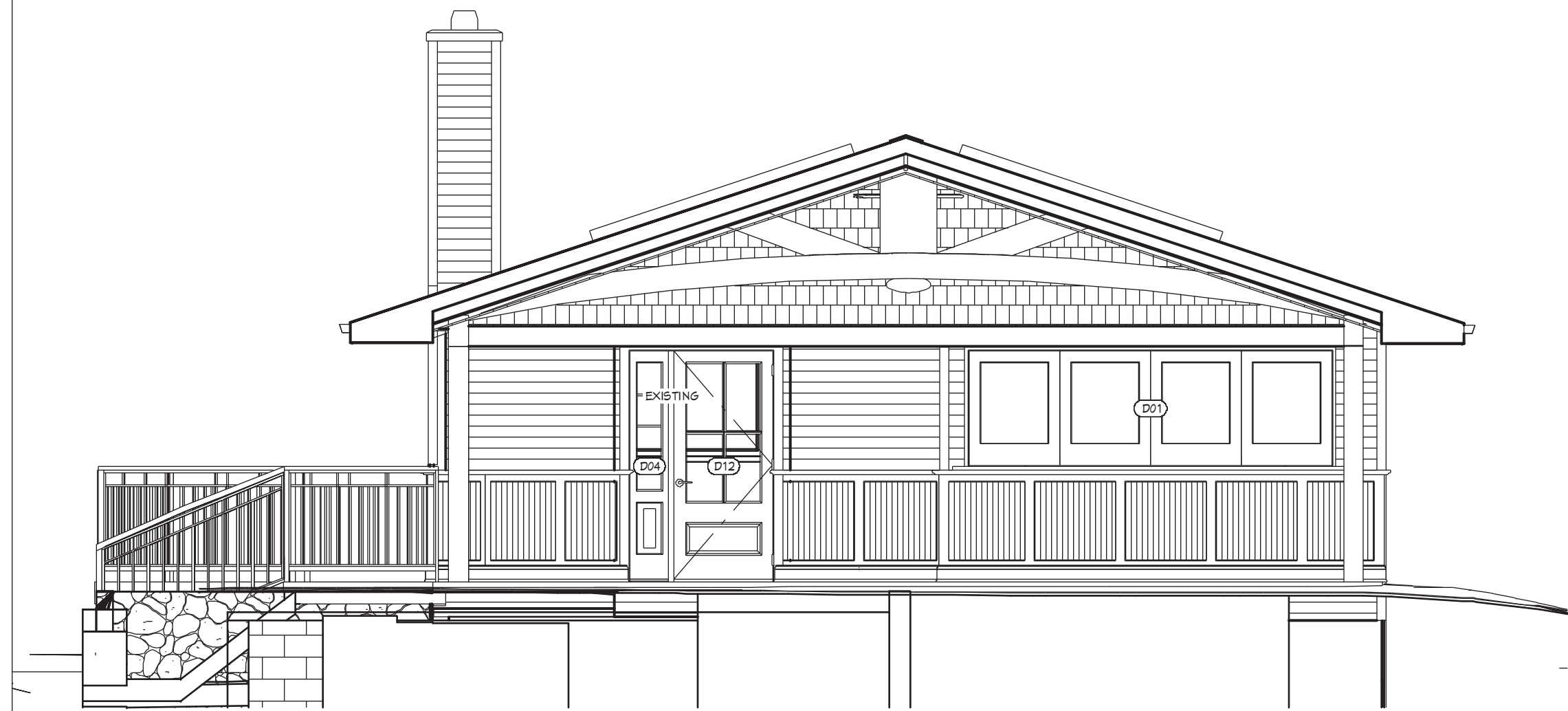
A-6



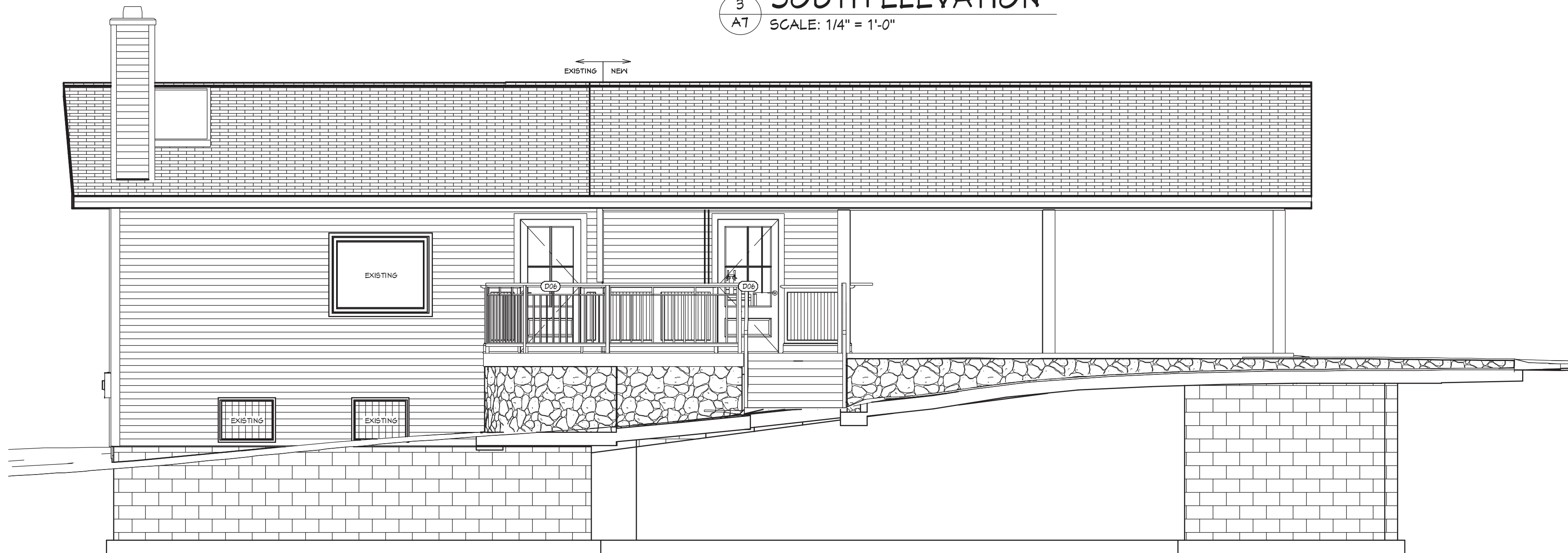
1 WEST ELEVATION
A7 SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
A7 SCALE: 1/4" = 1'-0"



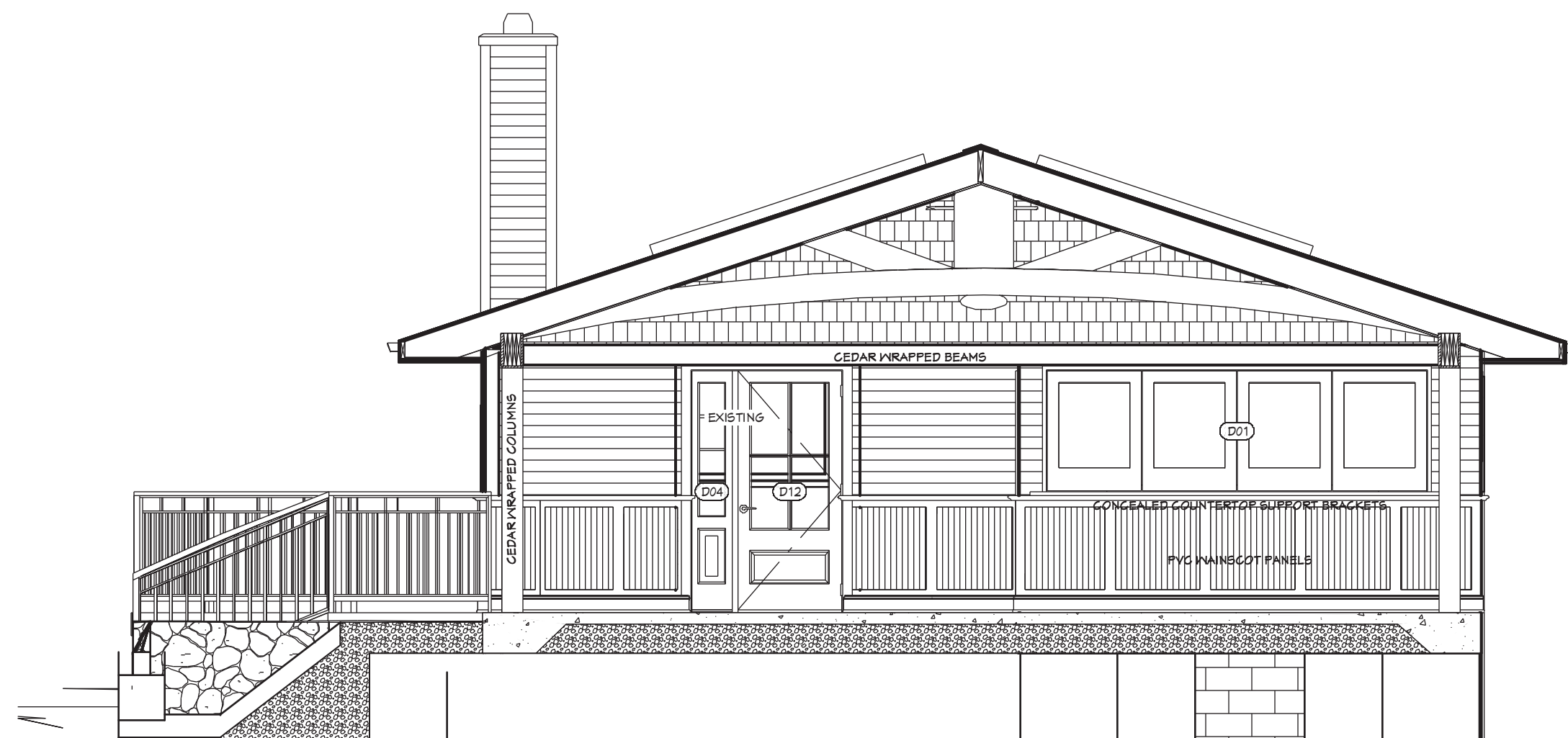
3 NORTH ELEVATION
A7 SCALE: 1/4" = 1'-0"



4 EAST ELEVATION
A7 SCALE: 1/4" = 1'-0"



5 INDOOR GATHERING SECTION
A7 SCALE: 1/4" = 1'-0"



6 OUTDOOR GATHERING SECTION
A7 SCALE: 1/4" = 1'-0"

SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	02/01/25
2	SITE DEVELOPMENT	AMB	05/30/25

SHEET TITLE:
PAVILION
CROSS SECTIONS
ELEVATIONS

PROJECT DESCRIPTION:
HAWTHORNE HILL FARM
HAWTHORNE HILL FARM, LLC
16370 W SMALL ROAD
NEW BERLIN, WI 53151

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
800-353-5684 www.thebrookwatergroup.com

DATE:

5/30/2025

SCALE:

1/4" = 1'-0"

SHEET:

A-7

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT:	Todd Battle with Zilber Property Group / 1-Lot Certified Survey Map		
LOCATION:	5400 S. Westridge Drive (Tax Key #: 1260.990.009) & Tax Key #: 1260.990.010.		
REQUEST:	Approval of a 1-Lot Certified Survey Map		
REVIEW SCHEDULE:	CSM Received:	5/28/2025	
	Completeness Determination:	5/28/2025	
	90-day time limit expires:	8/26/2025	
	Final Common Council Action:	7/22/2025	
D.R.C. RECOMMENDATION:	Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at 5400 S. Westridge Drive (Tax Key #: 1260.990.009) & Tax Key #: 1260.990.010, subject to the application, plans on file and the following conditions:		
	1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing. 2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required. 3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits. 4. Applicants and/or property owners shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.		

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of July 15, 2025

**Todd Battle with Zilber Property Group / 1-Lot Certified Survey Map
5400 S. Westridge Drive (Tax Key #: 1260.990.009) & Tax Key #: 1260.990.010**

DATE STAFF REPORT PREPARED: May 30, 2025

APPLICANT / OWNER(S): Todd Battle with Zilber Property Group / Ti Investors of New Berlin IV, LLC

REQUEST / DESCRIPTION OF PROJECT: Approval of a 1-Lot Certified Survey Map for the properties located at 5400 S. Westridge Drive (Tax Key #: 1260.990.009) & Tax Key #: 1260.990.010.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/28/2025

DATE OF COMPLETENESS DETERMINATION: 5/28/2025

PRE-APPLICATION CONFERENCE HELD: Yes

Date(s) of Meeting(s): N/A

Site Visit(s): 6/12/2025

CONCEPTUAL PLAN: CSM attached.

SIZE OF DEVELOPMENT / PARCEL(S):

5400 S. Westridge Drive (Tax Key #: 1260.990.009) - 8.94 acres

Tax Key #: 1260.990.010- 2.15 acres

CURRENT ZONING: M-1 (Light Manufacturing District)

CURRENT LAND USE:

5400 S. Westridge Drive (Tax Key #: 1260.990.009) – Kornacki & Associates Inc. & Canteen Vending Group

Tax Key #: 1260.990.010- Vacant

PROPOSED ZONING: N/A

PROPOSED LAND USE: N/A

PROPOSED LOT SIZE:

10.6564 Acres

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: M-1/C-2

Land Use: Business Park

South: Zoning: M-1/C-2

Land Use: Business Park

East: Zoning: M-1

Land Use: Business Park

West: Zoning: M-1

Land Use: Business Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 18: Neighborhood "H": Westridge & Moorland Road: Yes, this submittal meets the intent of this Chapter.

Planning Context / Vision / Development Policies:

Vision:

- *Westridge/Towne Corporate Business Park should be expanded as a major economic center for the City. The Business Park should continue to set an example of high standards in architecture, site planning, and sustainable practices. Primary uses should promote light manufacturing and office complexes. Hotels, clinics, entertainment (i.e. restaurants, shopping center, and cinemas), and retail should serve as supporting uses.*

Land use:

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

ZONING CODE (Chapter 275): Yes, this request is consistent with § 275-35B(4) of the Zoning Code.

DEVELOPMENT CODE (Chapter 235): Yes

REZONING REQUIRED: No

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: No

USE / SITE / ARCHITECTURAL REVIEW:

Use Approval Required: Not for the land division.

Site Plan Required: Yes, see attached CSM.

Architectural Review Required: N/A

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: Site slopes to the east.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): N/A

Wildlife Habitat Protection: N/A

Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: N/A

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: Yes

Basin Capacity Available: Yes

Adequate Linkage: Yes

Onsite System Required: No

WATER USAGE CALC.: No increase.

TRAFFIC IMPACT: No increase.

SCHOOL DISTRICT IMPACT: N/A

Notice Sent to Affected School District(s): No

PREVIOUS ACTION:

5/18/1992 Plan Commission approved a CSM.

6/16/1992 Common Council approved a CSM.

10/2/1995 Plan Commission approved a CSM.

10/10/1995 Common Council approved a CSM.

10/16/1995 Plan Commission approved a 60,000 sq. ft. building. (U-66-95)

3/3/2008 Plan Commission approved a 24,120 sq. ft. building addition. (U-2-08)

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

1. Per § 275-35D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the M-1 District. The proposed lot meets these minimum lot dimensions.

D.R.C. RECOMMENDATION:

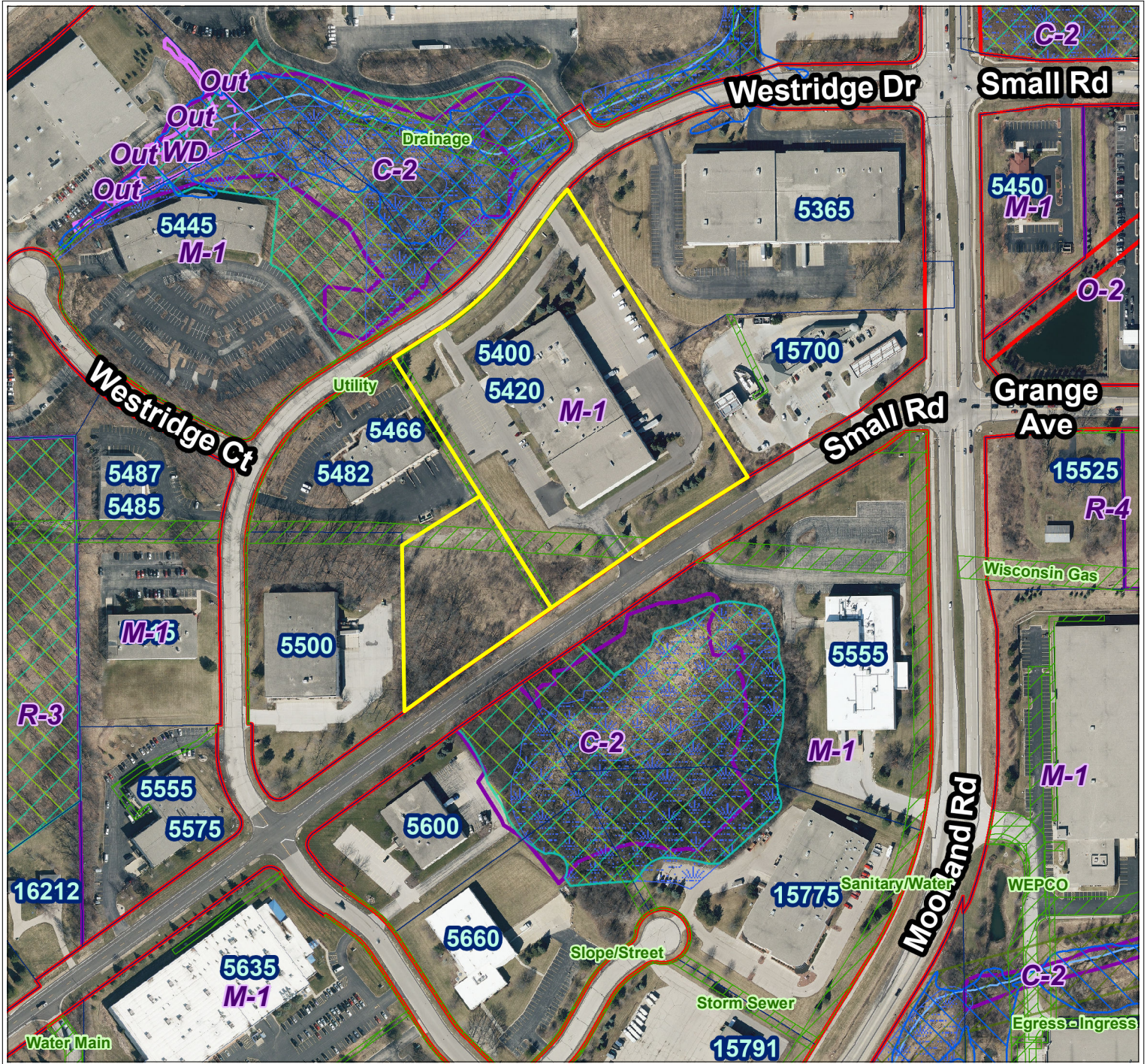
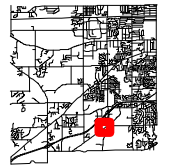
Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at 5400 S. Westridge Drive (Tax Key #: 1260990009) & Tax Key #: 1260990010, subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:

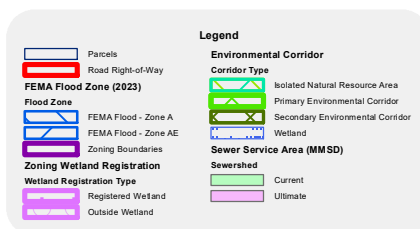
Location Map

CSM

LD-2500890
Zilber 1-Lot CSM
5400 S. Westridge Drive (Tax Key #: 1260990009) &
Tax Key #: 1260990010



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



0 125 250 Feet

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

May 20, 2025

City of New Berlin Department of Community Development
Att: Kelly Wall, Principal Planner
3805 S. Casper Drive
New Berlin, WI 53151

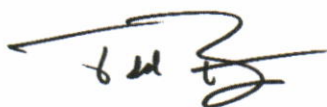
Re: 5400 S. Westridge Drive – Lot Combination

Dear Ms. Wall:

We recently acquired an industrial property in the City of New Berlin at 5400 S. Westridge Drive. During our due diligence, we noted that the property consisted of two adjacent parcels. Based on the property particulars, we have concluded that it makes sense to merge these two parcels into one. Enclosed please find a DRAFT CSM prepared by Pinnacle Engineering Group and the City's required forms, documentation, and applicable fee(s).

Please reach out to me with any questions, additional information requests, or to discuss further (todd.battle@zilber.com or 262.909.1717). Thank you.

Sincerely,



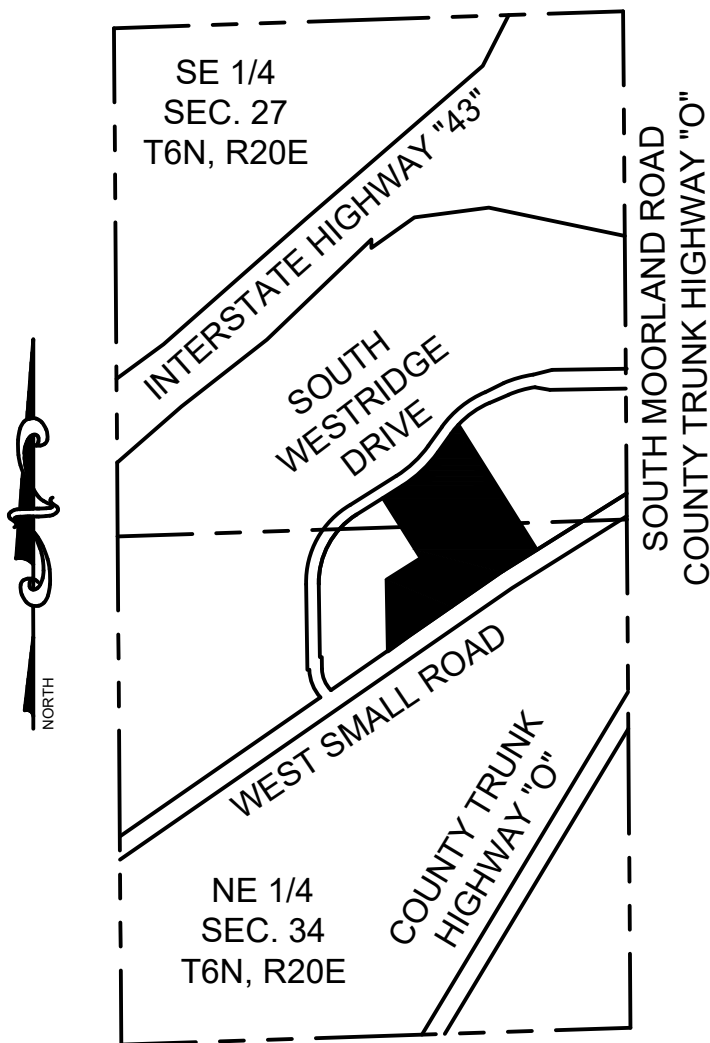
Todd Battle, Director of Industrial Investments
Zilber Property Group

Enclosures

CERTIFIED SURVEY
MAP NO. _____

Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, being
a part of the Southeast 1/4 of the Southeast 1/4 of Section 27
AND a part of the Northeast 1/4 of the Northeast 1/4 of
Section 34, all in Township 6 North, Range 20 East,
City of New Berlin, Waukesha County, Wisconsin

VICINITY SKETCH
SCALE 1"=1000'



Subject Property
Zoning: M-1
Tax Key Number:
NBC 1260990009
NBC 1260990010



Jesse Zoltowski
MAY 13, 2025

Prepared for:
TI INVESTORS OF NEW BERLIN IV LLC
TI INVESTORS OF NEW BERLIN V LLC
710 N. Plankinton Avenue
Milwaukee, WI 53203

- NOTES:**
- All measurements have been made to the nearest one-hundredth of a foot.
 - All angular measurements have been made to the nearest one second.
 - Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Northeast 1/4 of Section 34, Township 6 North, Range 20 East which has a bearing of S88°05'09"W.
 - Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0353H with an effective date of OCTOBER 19, 2023. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain

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

This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

DRAFTED BY:ST
PEG JOB#6306.10
SHEET 1 OF 6

CERTIFIED SURVEY MAP NO. _____

Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 27 AND a part of the Northeast 1/4 of the Northeast 1/4 of Section 34, all in Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

BUILDING SETBACKS PER
WESTRIDGE BUSINESS PARK
DOCUMENT NO. 2046556
STREET = 50 FEET
SIDE YARD = 25 FEET
REAR YARD = 25 FEET

SOUTH
WESTRIDGE
DRIVE
(60' PUBLIC R.O.W.)

PARCEL 1
C.S.M. NO. 7826

TAX KEY
#NBC 1260990003
OWNER: NBP LLC

PARCEL 2
C.S.M. NO. 7826

(REMNANT)
PARCEL 2
C.S.M. NO. 5251
TAX KEY
#NBC 1260997

SE CORNER, SE 1/4, SEC. 27 & NE CORNER, NE 1/4 SEC. 34
T6N, R20E (FOUND CONC. MON. W/ BRASS CAP)
N=350,009.88; E=2,474,771.41 (WISCONSIN STATE PLANE
COORDINATE SYSTEM; SOUTH ZONE)

LOT 1
464,192 SQ. FT.
10.6564 ACRES

TAX KEY
#NBC 1260990012

PARCEL 12
C.S.M. NO. 7865
OWNER:
OLIVE SQUARE
REALTY LLC

SW CORNER, SE 1/4, SEC. 27
NW CORNER, NE 1/4 SEC. 34
T6N, R20E (FOUND CONC.
MON. W/ BRASS CAP)

TAX KEY #
NBC1260990011

PARCEL 11
C.S.M. NO. 7865

OWNER: RHH
HOLDINGS II LLC

EXISTING
BUILDING

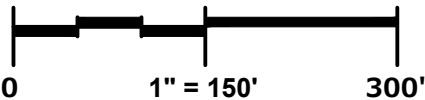
OWNER:
ZRH LLP

(100' PUBLIC R.O.W.)

- LEGEND:
- - Denotes Found 1" Iron Pipe
 - ⊕ - Denotes Found Mag Nail
 - (R) - Denotes "Recorded As"



GRAPHICAL SCALE (FEET)



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

This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#6306.10
SHEET 2 OF 6

CERTIFIED SURVEY MAP NO. _____

Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 27 AND a part of the Northeast 1/4 of the Northeast 1/4 of Section 34, all in Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jesse Zoltowski, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, as recorded in the Register of Deeds office for Waukesha County as Document No. 2077772, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 27 AND a part of the Northeast 1/4 of the Northeast 1/4 of Section 34, all in Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 34; thence South 88°05'09" West along the north line of said Northeast 1/4, 556.10 feet to the Point of Beginning;

Thence South 32°06'22" East along the west line of Certified Survey Map No. 5251, 164.60 feet to the north right of way line of West Small Road;
Thence South 57°53'38" West along said north right of way line, 217.37 feet;
Thence South 55°17'04" West along said north right of way line, 583.47 feet;
Thence South 53°58'03" West along said north right of way line, 138.80 feet;
Thence North 00°55'15" West along the east line of Parcel 11 of Certified Survey Map No. 7865, 374.56 feet;
Thence North 57°46'48" East along the southeasterly line of Parcel 12 of Certified Survey Map No. 7865, 209.83 feet;
Thence North 32°13'12" West along the easterly line of said Parcel 12, 369.88 feet to the south right of way line of South Westridge Drive;
Thence North 57°46'48" East along said south right of way line, 119.92 feet to a point of curvature;
Thence northeasterly 254.57 feet along the arc of said curve to the left and said south right of way line, whose radius is 660.00 feet and whose chord bears North 46°43'48" East, 253.00 feet;
Thence North 35°40'48" East along said south right of way line, 119.27 feet to a point of curvature;
Thence northeasterly 60.31 feet along the arc of said curve to the right and said south right of way line, whose radius is 480.00 feet and whose chord bears North 39°16'46" East, 60.27 feet;
Thence South 32°06'22" East along the westerly line of Parcel 2 of Certified Survey Map No. 7826, 603.62 feet to the Pont of Beginning.

Containing 464,192 square feet (10.6564 acres) of land, more or less.

That I have made such survey, land division and map by the direction of TI INVESTORS OF NEW BERLIN IV LLC AND TI INVESTORS OF NEW BERLIN V LLC, owners of said land.

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

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

Date: MAY 13, 2025



Jesse Zoltowski
Jesse Zoltowski
Professional Land Surveyor S-3094

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	254.57'	660.00'	022°06'00"	N46°43'48"E	253.00'	N57°46'48"E	N35°40'48"E
(RECORDED)	(254.57')	(480.00')	(022°06'00")	(N46°44'00"E)	(253.00')		
C2	60.31'	480.00'	007°11'55"	N39°16'46"E	60.27'	N42°52'43"E	N35°40'48"E
(RECORDED)	(60.31')	(480.00')	(007°11'56")	(N39°16'58"E)	(60.27')		

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

This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#6306.10
SHEET 3 OF 6

CERTIFIED SURVEY MAP NO. _____

Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 27 AND a part of the Northeast 1/4 of the Northeast 1/4 of Section 34, all in Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE

TI INVESTORS OF NEW BERLIN IV LLC AND TI INVESTORS OF NEW BERLIN V LLC, a Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that said limited liability companies caused the land described on this certified survey map to be surveyed and mapped as represented on this certified survey map.

TI INVESTORS OF NEW BERLIN IV LLC AND TI INVESTORS OF NEW BERLIN V LLC, as owners, do further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

- 1. City of New Berlin

IN WITNESS WHEREOF, the said **TI INVESTORS OF NEW BERLIN IV LLC** has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: **TI INVESTORS OF NEW BERLIN IV LLC**

Name (signature) - Title

IN WITNESS WHEREOF, the said **TI INVESTORS OF NEW BERLIN V LLC** has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: **TI INVESTORS OF NEW BERLIN V LLC**

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, (title) _____, of the above named **TI INVESTORS OF NEW BERLIN IV LLC**, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

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

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, (title) _____, of the above named **TI INVESTORS OF NEW BERLIN V LLC**, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

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

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

This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094



MAY 13, 2025

PEG JOB#6306.10
SHEET 4 OF 6

CERTIFIED SURVEY MAP NO. _____

Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 27 AND a part of the Northeast 1/4 of the Northeast 1/4 of Section 34, all in Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

CONSENT OF CORPORATE MORTGAGEE - TI INVESTORS OF NEW BERLIN IV LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying and mapping of the land described in the forgoing affidavit of Jesse Zoltowski, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date

Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

CONSENT OF CORPORATE MORTGAGEE - TI INVESTORS OF NEW BERLIN V LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying and mapping of the land described in the forgoing affidavit of Jesse Zoltowski, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date

Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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



MAY 13, 2025

PEG JOB#6306.10
SHEET 5 OF 6

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

This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

CERTIFIED SURVEY MAP NO. _____

Parcel 9 and Parcel 10 of Certified Survey Map No. 7865, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 27 AND a part of the Northeast 1/4 of the Northeast 1/4 of Section 34, all in Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____, 2025.

Date

David Ament, Chairman

Date

Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____, 2025.

Date

David Ament, Mayor

Date

Rubina R. Medina, City Clerk


Jesse Zoltowski
MAY 13, 2025

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

This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#6306.10
SHEET 6 OF 6

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Moorland Road Watermain Crossings – Lining Project

LOCATION: Crossings of Moorland & Overland, Moorland & Lincoln, Moorland & Rogers,
Moorland & Robin

REQUEST: Amend the 2025 Water Capital Budget in the amount of \$144,700 for the Moorland Road Watermain Crossings – Lining Project

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to amend the 2025 Water Capital Budget in the amount of \$89,900.00 for the Moorland Road Watermain Crossings – Lining Project. The additional funds will be used to offset an increase in contractor labor, material costs and a 5% contingency for the relining project. With a total project cost not to exceed \$1,150,500.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Moorland Road Watermain Crossings – Lining Project

DATE STAFF REPORT CREATED: July 15, 2025

CUSTOMER/PROJECT NAME: Moorland Road Watermain Crossings – Lining project

ISSUE/DESCRIPTION OF PROJECT: Relining the Crossings of Moorland & Overland, Moorland & Lincoln, Moorland & Rogers, Moorland & Robin

REQUESTED ACTION:
Recommend to the Common Council to amend the 2025 Water Capital Budget in the amount of \$89,900.00 for the Moorland Road Watermain Crossings – Lining Project. The additional funds will be used to offset an increase in contractor labor, material costs and a 5% contingency for the relining project. With a total project cost not to exceed \$1,150,500.00.

FISCAL IMPACT: \$ 89,900.00

SOURCE OF FUNDS: Water Reserves

RATIONALE:
The additional funds will be used to offset an increase in contractor labor, material costs and a 5% contingency for the relining project.

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Moorland Road Watermain Crossings – Lining Project

LOCATION: Crossings of Moorland & Overland, Moorland & Lincoln, Moorland & Rogers,
Moorland & Robin

REQUEST: Award Construction Contract for Moorland Road Watermain Crossings – Lining Project
to the Lowest Responsive Bidder

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to award the construction contract for the Moorland Road Watermain Crossings – Lining Project to the lowest responsive bidder, Mid City Corporation, in the amount of \$1,096,535.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Moorland Road Watermain Crossings – Lining Project

DATE STAFF REPORT CREATED: July 15, 2025

CUSTOMER/PROJECT NAME: Moorland Road Watermain Crossings – Lining project

ISSUE/DESCRIPTION OF PROJECT: Relining the Crossings of Moorland & Overland, Moorland & Lincoln, Moorland & Rogers, Moorland & Robin

REQUESTED ACTION:

Recommend to the Common Council to award the construction contract for the Moorland Road Watermain Crossings – Lining Project to the lowest responsive bidder, Mid City Corporation, in the amount of \$1,096,535.00.

FISCAL IMPACT: \$ 1,096,535.00

SOURCE OF FUNDS: Water Capital Budget

RATIONALE:

The project is to reline the watermain under the crossings of Moorland Road at the intersections of Overland, Lincoln, Rogers, and Robin before Waukesha reconstructs Moorland Road past those intersections.

ATTACHMENTS: Bid Award Recommendation Letter



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. La Fever

FROM: Parks, Buildings & Grounds

DATE: July 22, 2025

RE: July 14, 2025, PB&G items requiring Common Council action

A.	Recommend to the Common Council the award of a contract to the GRAEF Engineering Firm in the amount of \$30,000 for facility assessment work at the New Berlin Safety Building and the New Berlin Public Library.
<u>Council Motion:</u>	
	This item was considered at the PB&G meeting on July 14, 2025. It was recommended to the Common Council by a vote of 5 to 0. I do hereby make a motion to recommend the Common Council to award a contract to the GRAEF Engineering Firm in the amount of \$30,000 for facility assessment work at the New Berlin Safety Building and the New Berlin Public Library.



REQUESTED ACTION STATEMENT

DATE: July 14, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler – Director of Public Works
Robert Loohaus – Facilities Supervisor

ISSUE: Facilities Study- New Berlin Safety Building and New Berlin Library

REQUESTED:

Recommend to the Common Council the award of a contract to the GRAEF Engineering Firm in the amount of \$30,000 for facility assessment work at the New Berlin Safety Building and the New Berlin Public Library.

FISCAL IMPACT:

Funding Source:

CIP account 04251300-61605-C2025 2025 Approved Amount: \$110,000.00

Project Costs:

Total Cost: \$30,000

RATIONALE:

The New Berlin Safety Building and New Berlin Public Library have both been in operation for over 20 years and critical equipment and systems are nearing the end of their life cycles. DPW has determined that a comprehensive building assessment is warranted to establish an outline of projects that will need to be addressed in the years to come. Having a professional engineering firm conduct this assessment will allow for a thorough, unbiased evaluation of these buildings and provide our department with the ability to plan and keep these buildings operating at a high level for years to come.

The City sent requests for proposals to three different engineering firms and received three proposals for review. Staff found that GRAEF provided the best opportunity to complete an assessment that met our needs while also remaining cost conscious.

**CITY OF NEW BERLIN
REQUEST FOR PROPOSAL
CITY OF NEW BERLIN BUILDING ASSESMENTS**

The City of New Berlin (City) desires to retain the professional services of an engineering consultant to complete an assessment of the mechanical, electrical and architectural equipment and features of two facilities within the City.

Qualified consultants are invited to submit proposals to accomplish the scope of work hereinafter defined. The consultant will be expected to work directly with the City of New Berlin appointed staff for this project. The Department of Community Development will be the lead agent for the Project.

1. Project Description and Scope of Services

The project consists of the complete assessment of the mechanical, electrical and architectural features and equipment for the New Berlin Safety Building, located at 16300 W National Ave and the New Berlin Public Library, located at 15105 W Library Ln.

- Assess the building envelope to determine the condition of the exterior including the roofing, windows, doors, brick work, fascia, soffits, and insulation and provide recommendations, maintenance or replacement priorities and budget options.
- Assess the current electrical systems that serve the buildings and site, and provide recommendations, maintenance or replacement priorities and budget options.
- Assess the current mechanical systems that serve and control the building and provide recommendations, maintenance or replacement priorities and budget options.
- Assess the life safety components of the building and provide recommendations, maintenance or replacement priorities and budget options.
- Review contemplated facility improvement plans provided by the City to determine their impact on mechanical systems.
- Assess potential energy efficiency improvements and evaluate those that provide a recommendation on their payback period.
- Provide preventative maintenance recommendations for significant mechanical systems within the facility.

2. Data Collection

- A. A survey of the mechanical systems, their current age and location within the building. Photos of the systems
- B. Thermal imaging of the building for heat loss and insulation deficiencies.

- C. A survey of major electrical components, their age, location and capacity.
Photos of the system

3. City Provided Documents

- A. Mechanical, electrical and plumbing plans on file with the City in electronic form.
- B. Site Plans on file with the City in electronic form.

4. Final Documents

- A. Two hard copies and one electronic copy of the assessment for each building. There should be separate documents for each building.
- B. Each document shall identify the area or mechanical system assessed and present the findings on its current condition, possible maintenance or replacement recommendations and budgeting to conduct such work.
- C. Photos of each piece of major equipment shall be included.
- D. Photos of each area of concern or area found to be deficient shall be included.
- E. Any recommended work shall also be prioritized ranging from “As soon as possible, 1-3 years, 3-5 years or 5 or more years”

5. Administration

- C. Attend up to four meetings with the City. It is anticipated that these meetings will include:
 - 1. Pre-design project scope and introduction meeting.
 - 2. Meeting with facilities staff the maintain the buildings.
 - 3. Progress reports
 - 4. Final assessments and findings
- D. Deliverables shall include:
 - 1. Two hard copies and one electronic copy.
- A. Based on the evaluation of the Proposals received, a consultant will be selected. Proposals will be reviewed based on consultant's experience,

project approach, committed workload, and staff qualifications.

B. The following time schedule is anticipated:

- | | |
|--|------------------|
| 1. Receipt of all Proposals | June 20, 2025 |
| 2. Proposal Recommendation Council | July 22, 2025 |
| 3. Award of contract and Notice to Proceed | August 5, 2025 |
| 4. Final Assessment Documents | November 7, 2025 |

C. Submittal

1. Five copies of proposals should be submitted to the Department of Community Development by 10:00 AM., Friday, June 20, 2025. Late submittals will not be accepted and will be returned unopened. Proposals should be mailed or delivered to:

Dan Hogan
3805 South Casper Drive
New Berlin, WI 53151

2. All questions regarding proposals or requests to tour the buildings before submittal should be directed to Dan Hogan at the following e-mail address: dhogan@newberlin.org.



CITY OF NEW BERLIN BUILDING ASSESSMENTS

Prepared by GRAEF for the City of New Berlin

June 20, 2025

Project Contact:

Samantha Bakke, PE

samantha.bakke@graef-usa.com

414 / 266 9104

GRAEF

275 W. Wisconsin Ave

Suite 300

Milwaukee, WI 53203



CORE SERVICES

MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING
PLUMBING/FIRE PROTECTION ENGINEERING
COMMISSIONING
ENVIRONMENTAL ENGINEERING
INDUSTRIAL ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING + URBAN DESIGN
SITE/CIVIL ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING + FIELD SERVICES
TRAFFIC/TRANSPORTATION ENGINEERING
WATER RESOURCES ENGINEERING

GRAEF IS A FULL-SERVICE ENGINEERING, PLANNING, AND DESIGN FIRM

For more than 60 years, GRAEF has been shaping more than just the built environment. We've been designing with purpose, creating meaningful spaces for people, communities, and the planet.

Grounded in loyalty, quality, integrity, and service, our enduring values guide everything we do, from the way we work with clients to how we support each other and the communities we serve.

As a trusted partner, we bring curiosity and foresight to every engagement. We don't just keep up with change, we lead it. By embracing innovation and anticipating what's ahead, we deliver thoughtful, high-performing engineering, planning, and design solutions that stand the test of time.

At the forefront of the industry, GRAEF continues to evolve; adapting to emerging trends, integrating new technologies, and consistently delivering excellence.

Our clients know they can rely on us for forward-thinking design and unmatched technical expertise.

BY THE NUMBERS

310

TEAM
MEMBERS

123

REGISTERED
PROFESSIONALS

19

PROFESSIONAL
SERVICES

15

CLIENT
MARKETS



Samantha Bakke, PE

MARKET AREA LEADER - MEP

Samantha has 15 years of experience in engineering and project management, specializing in mechanical, plumbing, electrical, and fire protection systems. She focuses on designing HVAC systems for municipal buildings such as public safety facilities, libraries, and community centers. Samantha has worked closely with design and construction teams to deliver efficient, reliable systems that meet the needs of public agencies and the communities they serve.

PROJECT ROLE:

MEP Lead, Project Manager

EDUCATION:

M.S. Architectural Engineering - Thermal Systems, University of Kansas, Lawrence, KS

B.S., Architectural Engineering - Mechanical Specialty, Milwaukee School of Engineering, Milwaukee, WI

REGISTRATIONS:

Professional Engineer – FL, IL, KS, MD, WI

AFFILIATIONS:

- ASHRAE, ASHRAE Milwaukee Chapter - Board Member
- Wisconsin Healthcare - Engineering Association
- (WHEA)
- Lean Construction Institute (LCI)
- American Society for Healthcare Engineering
- (ASHE)
- Women Developing Wisconsin - Advisory Board Member

PROJECT EXPERIENCE:

Sparta Free Library Expansion and Renovation, Sparta, WI – Project Manager*: Phase I of the project included evaluation of the existing facility and the associated mechanical, electrical and plumbing systems. Phase II of the project consisted of a \$6 million expansion project to include new community spaces, children areas, new conference rooms and technology spaces. Provided MEP engineering services for the project.

Aram Public Library Addition and Renovation, Delavan, WI – Project Manager*: Completed a building assessment that concluded the existing building was not large enough to accommodate the growing population and current community needs. Additionally the existing building did not meet current codes with regards to safety and comfort of users. Provided MEP engineering services for the project.

Muskego Public Library Restroom Remodel, Muskego, WI – Senior Mechanical Engineer*: The existing restrooms were dated and needed to be revised to meet current ADA requirements. Provided MEP engineering services for the project.

Edgerton Public Library, Study Room Renovation, Edgerton, WI – Senior Mechanical Engineer*: Upgraded and expanded the study rooms in the facility. Provided mechanical, electrical and technology services for the project.

**Completed Project at a Previous Firm.*



Mike Paulos, PE, LEED AP, CDT MARKET AREA LEADER - MUNICIPAL

Mike is a Principal and the Municipal Market Area Leader at GRAEF, bringing over 30 years of experience delivering public infrastructure solutions. He has led a wide range of projects, including water distribution system modeling and design, sanitary and storm sewer systems, roadway design, and site development. Mike also brings valuable insight from his time serving as City Engineer for multiple communities, and he has managed the design and construction of several public works facilities, making him a trusted partner to municipalities across the region.

PROJECT ROLE:

Principal-In-Charge

EDUCATION:

B.S., Civil Engineering, Cum Laude, Michigan Technological University, Houghton, MI

REGISTRATIONS:

Professional Engineer – WI

CERTIFICATIONS:

- LEED Accredited Professional
- Construction Documents Technologist

AFFILIATIONS:

- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)
- Wisconsin Rural Water Association (WRWA)
- Wisconsin Water Association (WIAWWA)

PROJECT EXPERIENCE:

Germantown Department of Public Works Facility,

Germantown, WI – Project Manager: Germantown broke ground on a new \$44 million, 140,000 SF public works facility. The 30-acre consolidation project included site and road design, 100,000 CY of excavation, 7,500 SY of paving, and 4,000 LF of utilities. The new facility brought together the Operations, Water, Sanitary, and Recycling departments in one central location. GRAEF provided full-service design, including architecture, structural, surveying, environmental, and civil engineering. The facility was completed in July 2024.

Department of Public Works Facility, Village of Hales

Corners, WI – Project Manager: GRAEF partnered with the Village to redevelop the existing public works yard and build a new facility with parking, storage areas, access drives, and landscaping. GRAEF provided all technical services in-house—civil, site, mechanical, electrical, planning, architecture, landscape architecture, structural, surveying, environmental, and fire protection—ensuring efficient coordination and cost savings for the Village.

Department of Public Works Facility Needs Analysis, City of New Berlin, WI – Project Manager:

The City of New Berlin had outgrown its Street Department facility. GRAEF completed a site evaluation and prepared a detailed report outlining space needs, equipment requirements, and design options. The report included conceptual layouts and associated construction costs, helping the City assess how two sites could meet their long-term goals.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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June 20, 2025

Dan Hogan
3806 South Casper Drive
New Berlin, WI

SUBJECT: City of New Berlin Building Assessment

Dear Dan:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of New Berlin (Client).

This proposal is for the City of New Berlin Building Assessments (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project consists of the complete assessment of the mechanical, electrical and architectural features and equipment for the New Berlin Safety Building, located at 16300 W National Ave and the New Berlin Public Library, located at 15105 W Library Ln.

For this Project, GRAEF proposes to provide the following Basic Services:

- A survey of the mechanical systems, their current age and location within the building including photos of the systems.
- Thermal imaging of the building for heat loss and insulation deficiencies.
- A survey of major electrical components, their age, location and capacity, Photos of the system.
- Assess the life safety components of the building and provide recommendations, maintenance or replacement priorities.
- Assess the building envelope to determine the condition of the exterior including the roofing, windows, doors, brick work, fascia, soffits, and insulation and provide recommendations, maintenance or replacement priorities.
- Review contemplated facility improvement plans provided by the City to determine their impact on mechanical systems.
- Provide a separate assessment document for each building identifying the area or mechanical system assessed and present the findings on its current condition, possible maintenance or replacement recommendations. This shall include photos of each piece of major equipment and photos of each area of concern or area found to be deficient shall be included.
- Attend up to (4) four meetings with the City.
- The deliverable shall include two hard copies and one electronic copy.



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GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Design of repairs, replacement, or expansion of facilities or systems.
- Engage a contractor to provide probable cost of construction for maintenance repairs, or construction.
- Condition assessment of additional buildings and systems.

It is our understanding that you will provide the following services, items and/or information:

- Mechanical, electrical, and plumbing plans on file with the City in electronic form.
- Site Plans on file with the City in electronic form.
- Access to the buildings and facilities staff as needed to perform the Basic Services described above.

You agree to compensate GRAEF for all basic services noted above a lump sum of \$30,000. This fee includes a \$5,000 allowance for GRAEF to hire a consultant for thermal imaging.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.



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To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this critical project. Please call us at 414-266-9104 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

**Accepted by:
City of New Berlin**

Samantha Bakke, P.E.
Market Area Leader - MEP

(Signature)

Michael Paulos, PE
Market Area Leader – Municipal | Principal

(Name Printed)

(Title)

(Date)

G:\Mkt\Proposals & SOQs\MIL\MUN\New Berlin, City of_Building Assessments_0525



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on June 20, 2025 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of New Berlin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.



MOTION SHEET

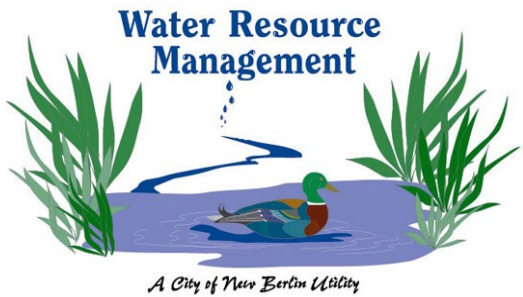
TO: Common Council
Mayor Ament
Ald. Harenda

FROM: Water Resource Mgt/Joelle Erickson

DATE: July 22, 2025

RE: July 8, 2025, WRM items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval of Kelly Lake Pier Funding.
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the WRM Commission on July 8, 2025.



**Water Resource Management
Utility of the City of New Berlin**
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-0921

**Engineering Services
Code Enforcement
Street Department**

Engineering/Code Phone: 262-797-2445
Engineering/Code Fax: 262-780-4612
Street Dept Phone: 262-780-4609

July 8, 2025

TO: Water Resource Management Committee

FR: John Hopkins, Alderman and Committee Member
Ken Harenda, Alderman and Committee Chair

ISSUE: WRM 02-25, Discussion and possible action on Kelly Lake Pier Funding

REQUESTED ACTION:

Discussion and possible action on Kelly Lake Pier Funding.

FISCAL IMPACT:

\$70,000

SOURCE OF FUNDS

WRM Utility Account

RATIONALE:

The Parks Department is currently evaluating options for installing a pier on Kelly Lake and have asked for funding from the Water Resource Management Utility. Attached are the quotes that the Parks Department has received.

The Parks department is recommending the Lakeshore option. They selected this one due to the lower maintenance and durability of the design. They believe that the permanent design will cause less damage to the shoreline and withstand the rising and lowering water levels better than the floating option.

QUOTE COMPARISON

Company	Description	Cost	Cost +Contingency
Lakeshore	100' x 6' Permanent Pier (2) 6'x6' T section at end of pier (2) 6' Benches	\$ 63,560	\$ 70,000
Complete Piers	52' Permanent pier 6' wide (2) 10' Permanent pier 10' wide (2) 10' Complete Synthetic Bench	\$ 62,850	\$ 70,000
Lake Country	Gangway, 4' x 32' (2) Flt Dock, 4 x 24 Alum (2) Flt Dock, 8 x 8 Alum (2) Bench w/Armrest	\$ 55,104	\$ 61,000

ADDRESS

Josh Fabian
City of New Berlin
5771 S Frances Ave.
New Berlin, WI 53151

DATE
06/12/2025

TOTAL
\$63,560.00

EXPIRATION
DATE
08/12/2025

ACTIVITY	QTY	RATE	AMOUNT
New 100' x 6' Permanent Pier	100	495.00	49,500.00
- The pier will be constructed with 2" x 4" steel frame. - 5/4" x 6" plastic decking will be used with 2" x 6" plastic skirt. (color TBD) - 4" x 21' steel pipes will be driven for pier supports.			
(2) 6' x 6' T sections at the end of pier	2	2,970.00	5,940.00
(2) 6' Benches	2	895.00	1,790.00
Assembly, delivery & installation	1	6,000.00	6,000.00T
If you wish to proceed, a 50% deposit is required before construction can begin. The remaining balance is due upon the completion of the project. Please return your deposit with a signed copy of this proposal. Thank you.	1	0.00	0.00
PILING DISCLAIMER: Price includes steel pilings up to 21' length. Lengths exceeding 21' will be charged at current cost per foot.	1	0.00	0.00T
* Many accessories available upon request.			

SUBTOTAL 63,230.00
TAX (5.5%) 330.00

TOTAL \$63,560.00

THANK YOU.

Accepted By

Accepted Date

Complete Piers & Lifts Llc
P.O Box 917
East Troy, WI 53120
2626424383
CompletePiers@gmail.com
www.CompletePiers.com



Estimate

ADDRESS

Josh Fabian
Attn: Josh Fabian
City of New Berlin
New Berlin, WI 53151

ESTIMATE # 15787
DATE 05/14/2025
EXPIRATION DATE 05/31/2025

ACTIVITY	AMOUNT
52' Permanent pier 6' wide.	28,600.00
2-10' Permanent pier 10' wide.	15,000.00
16 Pier Posts. Per post.	6,160.00
80' of aluminum railing for the main pier.	5,200.00
46' of aluminum railing with synthetic top fishing shelf	4,140.00
2 -10' Complete Synthetic Bench.	2,000.00
The bench makes up for the railing on the shore side of the "L" sections.	
Ramp for the Shore Approach to the Pier. Aluminum frame with synthetic decking.	1,750.00
All piers installed with schedule 40 4" galvanized pipe driven up to 21 feet. Additional pipe is \$550 for a 10.5' extension if needed. Pier is constructed of a welded steel frame with cold galvanized compound. All stainless steel fasteners. The synthetic frame and decking is a Lumberock product. Backed by a Limited Lifetime Warranty against rotting, cracking, splintering and peeling.	0.00
Includes assembly and installation.	
It is the customers responsibility to obtain and pay for any and all permits that are required.	

We accept check, online bank payment, payments sent to First Citizens Bank acct#8925797003 routing #053100300, Zelle(completepiers@gmail.com is enrolled as tanya niegelsen) or for 3% you can pay with a credit card.
The work to be done on Mill Pond Park pier will need to occur in the winter. We will need the pond to be frozen.
Drawing attached.

SUBTOTAL	62,850.00
TAX	0.00
TOTAL	\$62,850.00

Accepted By

Accepted Date

Proposal

Quote Description

- 7407 - New Product Sales

Primary Quote

Item	Quantity	Unit Price	Total
Gangway, 4' x 32' Complete	1.00	\$16,333.00	\$16,333.00
Flt Dock, 4 x 24 Alum (Grey)Eagle	2.00	\$8,075.00	\$16,150.00
Flt Dock, 8 x 8 Alum (Grey)	2.00	\$5,013.00	\$10,026.00
Hinge/Trim Kit - 4'	1.00	\$365.00	\$365.00
Hinge/Trim Kit - 8'	2.00	\$437.00	\$874.00
Kit, 9' Guide-pole w/bracket	2.00	\$331.00	\$662.00
Kit,13' 6"Guide-pole w/bracket	2.00	\$390.00	\$780.00
Kit,18' Guide-pole w/bracket	5.00	\$472.00	\$2,360.00
Bench, Grey Powder Coat Alum. w/Armrest	2.00	\$809.00	\$1,618.00
Kit,Ladder/Bench Mtg. Hrdw. Floating	2.00	\$21.00	\$42.00

- 7408 - Delivery & Assembly

Primary Quote

Item	Quantity	Unit Price	Total
Delivery	3.00	\$150.00	\$450.00
Assembly, Installation, Config.	1.00	\$2,820.00	\$2,820.00
			Subtotal
			\$52,480.00
			Tax
			\$2,624.00
			Total
			\$55,104.00

PAYMENT TERMS



DATE: July 18, 2025

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for July 22, 2025, Common Council Mtg

Board of Review

John Erdmann
18445 W Coffee Rd
New Berlin, WI 53146
414-617-7843
john@southeastssales.com
(New Appointment)
(Replacing Paul Peterson)

Expiration Date

5/31/2029

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Fourth of July Commission

Lori Doyle
3450 S Wehr Rd
New Berlin, WI 53151
262-510-9110
ldoylenb7@gmail.com
(Re-Appointment)

Expiration Date

8/01/2029

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Marc Meyer
3601 S Deer Creek Pkwy #302
New Berlin, WI 53151
262-424-6129
starobhoops@yahoo.com
(Re-Appointment)

8/01/2029

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Marlyene Pfeiffer
19191 W Coffee Rd
New Berlin, WI 53146
414-916-9591
marlyenep@gmail.com
(Re-Appointment)

8/01/2029

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Housing Trust Fund Board

John Erdman
18445 W Coffee Rd
New Berlin, WI 53146
414-617-7843
john@southeastssales.com
(New Appointment)
(Richard Zajork Stepped Down)

Expiration Date

3/24/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Landmarks Commission

John Erdman
18445 W Coffee Rd
New Berlin, WI 53146
414-617-7843
john@southeastssales.com
(New Appointment)
(Lori Doyle Stepped Down)

Expiration Date

10/01/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Parks, Buildings & Grounds Commission

Robert Rafel
3305 S Monterey Drive
New Berlin, WI 53151
262-617-6239
robert@rafco.biz
(Re-Appointment)

Expiration Date

7/27/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Plan Commission

Robert Rafel
3305 S Monterey Drive
New Berlin, WI 53151
262-617-6239
robert@rafco.biz
(Re-Appointment)

Expiration Date

8/21/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Recreation Commission

Will Bush
 Assistant to the
 Athletic/Activities Director
 Eisenhower Middle/High School
 New Berlin WI 53146
 262-789-6301
william.bush@nbexcellence.org
 (NBSD Representative)
 (New Appointment)
 (Replacing Elyssa Henry)

Expiration Date

7/26/2027

For Office Purposes Only						
TT	Eml	Web	OnBs	Ltr	Ethcs	HB

Recreation Commission

Paul Kittson
 6101 S Primrose Ct
 New Berlin, WI 53151
 262-389-2628
paul.kittson@sbcglobal.net
 (Re-Appointment)

Expiration Date

7/27/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Recreation Commission

Carl Deutsch
 13420 W Wembly Dr
 New Berlin, WI 53151
 262-510-1583
cdeutsch1@gmail.com
 (New Appointment)
 (Replacing David Oelschlaeger)

Expiration Date

7/27/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Safety Commission

Marcus Grimm
 14840 W Pickford Ct
 New Berlin, WI 53151
 414-897-2495
marcus.grimm55@gmail.com
 (New Appointment)
 (Replacing Caleb Manske)

Expiration Date

4/30/2029

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Sex Offender Residency Appeal Board

Ned Kellermann
 19945 W Bittersweet Ln
 New Berlin, WI 53146
 414-801-0962
nkellermann@att.net
 (Re-Appointment)

Expiration Date

8/21/2028

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Sex Offender Residency Appeal Board

John Goetter
1512 S Clover Knoll Pl
New Berlin, WI 53151
414-412-1290
jlmgoetter@gmail.com
(Re-Appointment)

Expiration Date

8/21/2028

For Office Purposes Only						
T T	Em l	We b	Provo x	Lt r	Ethc s	H B

Tourism Commission

Matthew Anderson
5405 S Sunnyslope Rd
New Berlin WI 53151
414-305-9278
matty@mattysbar.com
(Re-Appointment)

Expiration Date

7/26/2026

For Office Purposes Only						
TT	Eml	Web	OnBs	Ltr	Ethcs	HB



Committee of the Whole MEETING MINUTES

June 24, 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 La Fever, Alderperson Maxey (arrived at 6:02 PM),
Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa
Excused: Alderperson Joseph Stribl

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

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. June 10, 2025, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Hopkins
Motion Passed 5-0

4. UTILITY & FINANCE

**A. Discussion and possible action to recommend to the Common Council approval of the
June 11th, 2025, Water Utility claims in the amount of \$74,949.47, Sewer Utility claims
in the amount of \$16,148.72, and General City claims in the amount of \$1,816,064.32.
We Energies EFT of \$66,134.98**

MOTION: Motion to approve

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

5. LICENSES & PERMITS

- A.** Discussion and possible action to approve the alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year of July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

MOTION: Motion to approve

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

6. MISCELLANEOUS

- A.** Library Department Update

Library Director Natalie Beacom provided a brief update on her department to the Council and members of the public in attendance.

- B.** Discussion and possible action to recommend to Common Council approval of an underground electrical easement with We Energies to construct an electrical service at 16530 W National Avenue as outlined in the RAS

MOTION: Motion to approve

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

- C.** Recommend to the Common Council that a public hearing be set for August 13, 2025 at 6:00 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275-25 Building Permits).

MOTION: Motion to approve

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

7. ADJOURN

MOTION: Motion to adjourn at 6:08 PM

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

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

Form
AB-200

Alcohol Beverage License Application

PAID
JUL 01 2023
Treasurer - City of New Berlin

For Municipal Use Only	
Municipality	
License Period	

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

- ☐ Class "A" Beer \$ _____
- ☒ Class "B" Beer \$ 100
- ☐ "Class A" Liquor \$ _____
- ☒ "Class B" Liquor \$ 500
- ☐ "Class A" Liquor (cider only) \$ _____
- ☐ Reserve "Class B" Liquor \$ _____
- ☒ "Class C" Liquor (wine only) \$ 100

Fees	
License Fees	\$ <u>200</u>
Background Check Fee	\$ _____
Publication Fee	\$ <u>45</u>
Total Fees	\$ <u>245</u>

Part A: Premises/Business Information

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

Ascent Airparks, LLC

2. Business Trade Name or DBA

Air City 360

3. FEIN

4. Wisconsin Seller's Permit Number

456-1031854220-04

5. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

6. State of Organization

CO

7. Date of Organization

04/01/2020

8. Wisconsin DFI Registration Number

A111150

9. Premises Address

5320 S. Moorland Rd.

10. City

New Berlin

11. State

WI

12. Zip Code

53151

13. County

Waukesha

14. Governing Municipality: ☒ City ☐ Town ☐ Village

of: New Berlin

15. Aldermanic District

16. Premises Phone

(262) 505-5300

17. Premises Email

managerwi@aircity360.com

18. Website

www.aircity360wi.com

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.

~~Entertainment venue featuring attractions, arcade games, and cafe.~~

Beer and wine will be ^{sold and} served in Cafe

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.

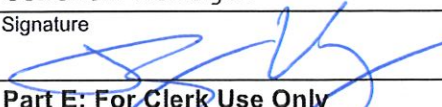
Last Name	First Name	Title	Phone
Voight	Ryan	GM/Ops Director	(414) 940-8813

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 Voight	First Name Ryan	M.I. K
Title General Manager	Email managerwi@aircity360.com	Phone (262) 505-5300
Signature 		Date 07/01/25

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)	

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (Individual name if sole proprietor)

Ascent Airparks, LLC

2. Business Trade Name or DBA

Air City 360

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Voight

2. First Name

Ryan

3. M.I.

K

4. Relationship to Business (Title)

GM/Operations

5. Email

managerwi@aircity360.com

6. Phone

(414) 940-8813

7. Home Address

1803 Wexford Ln

8. City

Waukesha

9. State

WI

10. Zip Code

53186

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WI

Part C: Address History1. Do you currently live in Wisconsin? ☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin

(MM/YYYY)

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Waukesha	WI					
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

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

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

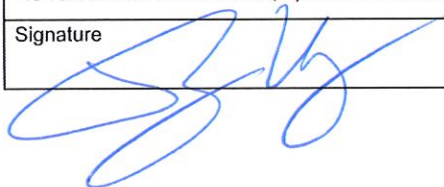
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. 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.

Signature

Date



7/1/25

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

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

Ascent Airparks, LLC

2. Business Trade Name or DBA

Air City 360

3. Entity Type (check one)

☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

Voight

2. First Name

Ryan

3. M.I.

K

4. Email

managerwi@aircity360.com

5. Phone

6. Home Address

1803 Wexford Ln.

7. City

Waukesha

8. State

WI

9. Zip Code

53186

10. Date of Birth

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

WI

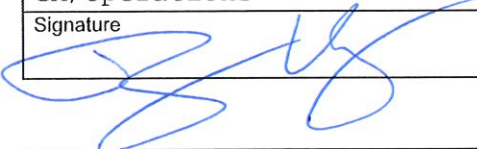
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or
Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

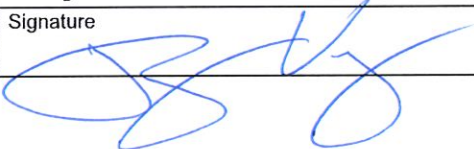
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I 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 Voight		First Name Ryan		M.I. K
Title GM/Operations	Email Managerwi@aircity360.com		Phone (414) 940-8813	
Signature 			Date 7/1/25	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. 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 Voight		First Name Ryan		M.I.
Signature 			Date 7/1/25	



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Ryan Voight

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
06/28/2025



Expiration Date
06/28/2027



Certificate #
WI-00640573

A handwritten signature in black ink, appearing to read 'Sarah McFadden', written over a horizontal line.

Official Signature

This certificate is non-transferable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

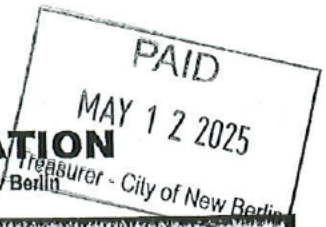
City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.newberlinwi.gov



Total License Fees Due: \$875.00
Cash or check accepted only.

CITY OF NEW BERLIN
AMUSEMENT DEVICE LICENSE APPLICATION

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin



♦ Applicant Information - Please print legibly

First Name Ryan Middle Initial K Last Name Voight
Phone Number 262-505-8300 Email Managerwi@aircity360.com
Address 1803 Wexford Lane Waukesha WI 53186
DOB [REDACTED] Birthplace West Allis Occupation Manager
Business Name Ascent Airparks LLC Business Address 225 Spectrum Loop Colorado Springs, CO 80921
Location and description of premises where amusement devices are proposed to be licensed, if other than the address of business indicated above.
If same address, indicate below:

Name and residence address of person, firm or corporation who owns the premises where amusement devices, proposed to be licensed, are to be located: 8 Air City 360 5320 S. Moorland Rd New Berlin, WI 53151

♦ Requested Amusement Devices to be Licensed

Pool Tables	Quantity	@ \$35 each = \$
Bowling Alleys (per lane)	Quantity <u>4</u>	@ \$35 each = \$ <u>140</u>
Other Amusement Devices	Quantity	@ \$35 each = \$
(Jukeboxes)	Quantity <u>21</u>	@ \$35 each = \$ <u>735</u>
(Electronic game machine)		Total Fee \$ <u>875</u>

♦ Applicant Consent and Signature - Please read and sign

To the City Clerk of the City of New Berlin, Wisconsin:

I understand that the above-stated fees are for the period from July 1st through June 30th of the succeeding year, or for any part thereof; that installation of additional devices during the course of the license year shall entail filing of an additional application and payment of the required fee. It is further understood that omission, false information, or untrue information submitted on this application will be grounds for the City Clerk to deny this license at issue, or to revoke any such license after issue, when such error or omission is revealed upon investigation. I also acknowledge receipt of the New Berlin Municipal Code Section 152-20 relating to Amusement devices; coin machines and amusement distributors/vendors and agree to comply with all of the provisions set forth in this section. I do further acknowledge that it is unlawful to use any electronic game device as gambling machines. Devices are to be used for amusement purposes only and no rewards of any type can be exchanged for playing the game. Failure to comply with this provision will result in the revocation of this license, as well as potential criminal prosecution.

☒ Signature [Signature] Date 5/12/25

OFFICE USE ONLY: Date Application Received

License Issued

Notes:

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 07/01/25 CUSTOMER#:
TIME: 13:00:33
CLERK: 9740amil

RECPT#: 2070344 PREV BAL: 245.00
TP/YR: P/2025 AMT PAID: 245.00
BILL: 2070344 ADJSTMNT: .00
EFF DT: 07/01/25 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 245.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 245.00
AMT APPLIED: 245.00
CHANGE: .00

PAID BY: ASCENT AIRPARKS
PAYMENT METH: CHECK
PAYMENT REF: 1133

TOT PREV BAL DUE: 245.00
TOT BAL DUE NOW : .00

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 05/12/25 CUSTOMER#:
TIME: 16:05:36
CLERK: 9740ktic

RECPT#: 2066275 PREV BAL: 875.00
TP/YR: P/2025 AMT PAID: 875.00
BILL: 2066275 ADJSTMNT: .00
EFF DT: 05/12/25 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 875.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 875.00
AMT APPLIED: 875.00
CHANGE: .00

PAID BY: ASCENT AIRPARKS, LLC
PAYMENT METH: CHECK
PAYMENT REF: 1121

TOT PREV BAL DUE: 875.00
TOT BAL DUE NOW : .00



Total Fees Due: _____
Cash or check only.



REQUEST FOR TEMPORARY EXTENSION OF LICENSED PREMISE FOR THE SALE OF LIQUOR AND/OR BEER

- **Applications are required to be approved by the Common Council of the City of New Berlin. All applications must be completed in its entirety and submitted to the City Clerk's Office 30 Business Days before the event.**
- A fee of \$50.00 per event must be paid when the application is submitted.
- Applicant may not sell any alcoholic or any non-alcoholic beverages in bottles or glass containers within the temporary extension of premise. Per New Berlin Municipal Code (152-4M)
- An approved Temporary Use Permit from the Planning Department is required for submittal.
- Application must be accompanied by a diagram that outlines where extension will be in reference to currently licensed premises, service area, exits, and any fences or barricades that will be utilized during the event.
- The City Clerk's Office and Common Council will examine all information and consider past problems, police concerns, impact on the neighborhood including comments from alderperson and neighbors, music, and hours of operation, and other concerns.

A. APPLICANT INFORMATION

Applicant (First Name, M.I., Last Name.):

Michael Teipner

Business Name:

Varsity Club

Type of Liquor License/License Number

2025-9 / B-Combo

Email:

varsityservice@hotmail.com

Phone Number:

(414) 339-5952

Address of Establishment

12400 W. Beloit Rd

53151

B. EVENT INFORMATION

Date of Event:

September 12th 13

Event Start Time:

3pm

Event End Time (no later than 11:00 p.m.):

11pm

Name/Purpose of Event:

Fall Fest 2025

Description of Area Requested (Must include map):

Parking Lot North
of Building. Same as done in past.

****Please attach a separate illustration depicting the requested layout.**

Is the area in which the Licensee wishes to include in a temporary extension owned or under the control of the licensee?

***If no, please list the Owners contact information and submit written approval with the completed application.**

Will the proposed event encroach upon any public property right-of-way?

☐ Yes ☒ No

***If yes, additional applications and fees will be required. Please contact the City Clerk's Office at 262-786-8610**

Continued on Back ➡

Have you obtained liability coverage for the extension of premises of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming the City of New Berlin as an additional insured?

☒ Yes ☐ No

****A copy is required to be submitted with the application**

C. SIGNATURE OF AGENT OR REPRESENTATIVE

I hereby apply for a License to extend the premise of the alcohol beverage license at the premises described above, in the City of New Berlin, subject to the limitations imposed by Wisconsin Statutes and acts amendatory hereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the sale of such beverages if a license have granted me. I acknowledge that all additional city and state permits required for this event have been applied for and copies of said permits have been provided to the New Berlin City Clerk's Office

☒

Signature of Agent or Owner of Establishment

Date

7/14/25

Office Use Only!

Date Received by Clerk's Office: _____

Amount Paid: _____

Date Paid: _____

Common Council Date: _____

☐ Extension Approved

☐ Extension Denied



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MM Insurance Associates 15885 W. National Ave. Suite 300 New Berlin WI 53151	CONTACT NAME: Molly Hartman PHONE (A/C, No, Ext): (262) 754-4736 FAX (A/C, No): (262) 754-4739 E-MAIL ADDRESS: molly@mminsuranceseassociates.com																					
INSURED Blue Moon Enterprises, LLC dba Varsity Club, dba Alumni Club 12400 W Beloit Road New Berlin WI 53151	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>TRAVELERS INDEMNITY COMPANY OF</td><td>25682</td></tr><tr><td>INSURER B:</td><td>NATIONWIDE INSURANCE COMPANY</td><td>23779</td></tr><tr><td>INSURER C:</td><td>BERKLEY SPECIALTY</td><td>31295</td></tr><tr><td>INSURER D:</td><td>ILLINOIS CASUALTY COMPANY</td><td>15571</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TRAVELERS INDEMNITY COMPANY OF	25682	INSURER B:	NATIONWIDE INSURANCE COMPANY	23779	INSURER C:	BERKLEY SPECIALTY	31295	INSURER D:	ILLINOIS CASUALTY COMPANY	15571	INSURER E:			INSURER F:		
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INSURER D:	ILLINOIS CASUALTY COMPANY	15571																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2541602940**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CGL 0229573-20	06/17/2025	06/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACP BA013059705882	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB8P332834	04/15/2025	04/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	LIQUOR LIABILITY			LL112646	04/15/2025	04/15/2026	EACH COMMON CAUSE \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin 3805 S Casper Drive New Berlin WI 53151	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CLUB FEST 2025 / VARSITY CLUB

SEPTEMBER 12-13 2025 FRI-SAT

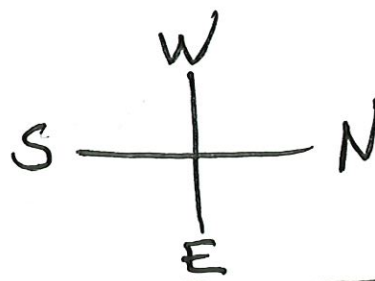
LOCATION : NORTH PARKING LOT SEE
DRAWING SAME AS PAST YEARS

EXITS : ON DRAWING

UNDERAGE SCREENING : COLORED WRIST BANDS
FOR AGE INSIDE AREA. ALL UNDER 35yrs
WILL BE CHECKED. SECURITY RETIRED POLICE
OFFICERS

CLUB FEST

WOODED AREA



PARKING LOT

30 x 30
TENT/STAGE

EXIT

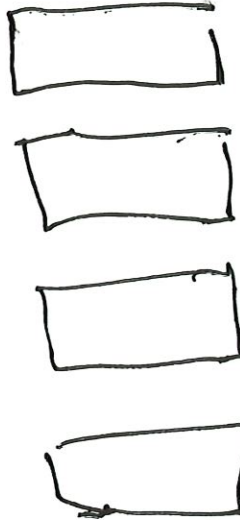
(2) Poona Party

Hand Wash



EXIT

TABLES SEATING



Food & Beer STAND

BUILDING

Varsity Club

12400

W. BELoit RD

EXIT

BELOIT RD

Patio AREA

ENTRY
EXIT

EMERGENCY EXIT
Bicycle BARACADES



124th St

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 07/14/25 CUSTOMER#:
TIME: 14:11:12
CLERK: 9740ktic

RECPT#: 2073051 PREV BAL: 50.00
TP/YR: P/2025 AMT PAID: 50.00
BILL: 2073051 ADJSTMNT: .00
EFF DT: 07/14/25 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 50.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

PAID BY: BLUE MOON ENTERPRISE
PAYMENT METH: CHECK
PAYMENT REF: 19126

TOT PREV BAL DUE: 50.00
TOT BAL DUE NOW : .00

RESOLUTION NO. 2025-16

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$11,580,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, the City of New Berlin, Waukesha County, Wisconsin (the "City") is presently in need of approximately \$11,580,000 for public purposes, including paying the cost of the City's 2025 capital improvement projects, including building and grounds improvements, equipment, street improvements and park improvements (collectively, the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue General Obligation Promissory Notes, Series 2025A in the approximate amount of \$11,580,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$11,580,000.

Adopted, approved and recorded July 22, 2025.

David A. Ament
Mayor

ATTEST:

Rubina R. Medina
City Clerk

(SEAL)

July 22, 2025

PRE-SALE REPORT FOR

City of New Berlin, Wisconsin

\$11,580,000 General Obligation Promissory Notes, Series 2025A



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Harry Allen, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$11,580,000 General Obligation Promissory Notes, Series 2025A

Purposes:

The proposed issue includes financing for 2025 capital projects including building and grounds improvements, equipment, street improvements, and park improvements. Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. At the end of 2025, the City's total General Obligation debt principal outstanding will be approximately \$100,245,000, which is 24% of its projected limit. Remaining General Obligation Borrowing Capacity will be approximately \$302,082,940.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on June 1 in the years 2026 through 2035. Interest will be due every six months beginning June 1, 2026. The Notes will be subject to prepayment at the discretion of the City on June 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aaa". The City will request a new rating for the Notes.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have

assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Issuer, unless term bonds, then Bond Trust Services Corporation.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 22, 2025
Due Diligence Call to Review Official Statement:	Week of August 11, 2025
Conference with Rating Agency:	Week of August 11, 2025
Distribute Official Statement:	August 19, 2025
City Council Meeting to Award Sale of the Notes:	August 26, 2025
Estimated Closing Date:	September 11, 2025

Attachments

Summary of Existing General Obligation Debt

2025 Project List

2026-2029 Project List

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Tax Impact Analysis

G.O. Debt Capacity Analysis

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Harry Allen, Municipal Advisor	(262) 796-6182
Alicia Gerosa, Public Finance Analyst	(262) 796-6193
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1

Existing G.O. Debt Base Case

City of New Berlin, WI

Year Ending	Existing Debt									Year Ending
	Total G.O. Debt Payments	Less: Golf Course	Less: TID #3	Less: TID #5	Less: Debt Service Fund	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$300,000 Home	
2025	14,289,390	(97,375)	(391,246)	(334,850)	(797,422)	12,668,497	7,949,009,900	\$1.59	\$478.12	2025
2026	13,226,613		(535,940)	(644,850)	(68,514)	11,977,310	8,281,005,134	\$1.45	\$433.91	2026
2027	13,061,485		(551,090)	(807,225)		11,703,170	8,626,866,350	\$1.36	\$406.98	2027
2028	12,427,198		(624,063)	(780,200)		11,022,936	8,987,172,670	\$1.23	\$367.96	2028
2029	11,966,383		(622,753)	(753,400)		10,590,230	9,362,527,403	\$1.13	\$339.34	2029
2030	10,347,168		(623,535)	(726,600)		8,997,033	9,753,559,055	\$0.92	\$276.73	2030
2031	9,801,738		(558,425)	(699,800)		8,543,513	10,160,922,382	\$0.84	\$252.25	2031
2032	6,597,025		(540,600)	(775,400)		5,281,025	10,585,299,486	\$0.50	\$149.67	2032
2033	5,430,603		(520,200)	(731,700)		4,178,703	11,027,400,957	\$0.38	\$113.68	2033
2034	3,819,613		0	(770,000)		3,049,613	11,487,967,066	\$0.27	\$79.64	2034
2035	3,129,456			(742,000)		2,387,456	11,967,768,998	\$0.20	\$59.85	2035
2036	3,040,188			(714,000)		2,326,188	12,467,610,150	\$0.19	\$55.97	2036
2037	2,263,950			0		2,263,950	12,988,327,471	\$0.17	\$52.29	2037
2038	2,200,744					2,200,744	13,530,792,868	\$0.16	\$48.79	2038
2039	2,135,481					2,135,481	14,095,914,662	\$0.15	\$45.45	2039
2040	2,069,131					2,069,131	14,684,639,112	\$0.14	\$42.27	2040
2041	2,001,813					2,001,813	15,297,951,997	\$0.13	\$39.26	2041
2042	1,265,634					1,265,634	15,936,880,267	\$0.08	\$23.82	2042
2043	356,800					356,800	16,602,493,765	\$0.02	\$6.45	2043
2044	255,000					255,000	17,295,907,016	\$0.01	\$4.42	2044
2045	0					0	18,018,281,093	\$0.00	\$0.00	2045
Total	119,685,412	(97,375)	(4,967,851)	(8,480,025)	(865,936)	105,274,225				Total

Notes:

1. EV Growth at 4.18%

Legend:

Represents +/- 25% Change over previous year

Table 2

2025 Capital Improvement Plan

City of New Berlin, WI

Projects	Purpose/Dept.	Plan Issue	2025	Totals
HVAC CONTROLS - LIBRARY	Building and Grounds	2025 G.O. Notes	50,000	50,000
FIRE TRAINING TOWER	Building and Grounds	2025 G.O. Notes	210,000	210,000
ROOF REPLACEMENT - FIRE STATION #2	Building and Grounds	2025 G.O. Notes	250,000	250,000
GENERATOR - SAFETY BUILDING	Building and Grounds	2025 G.O. Notes	60,000	60,000
FIRE SUPPRESSION SYSTEM-PUBLIC SAFETY BLDG	Building and Grounds	2025 G.O. Notes	60,000	60,000
16' ROTARY MOWER (2)	Parks	2025 G.O. Notes	75,000	75,000
PLOW TRUCK - 2	Streets and Equipment	2025 G.O. Notes	300,000	300,000
SHOULDER BOX	Streets and Equipment	2025 G.O. Notes	90,000	90,000
ONE TON TRUCK/PLOW & SALTER	Streets and Equipment	2025 G.O. Notes	110,000	110,000
TIGER BOOM FLAIL MOWER ATTACHMENT	Streets and Equipment	2025 G.O. Notes	95,000	95,000
FUEL STATION RECONSTRUCTION	Streets and Equipment	2025 G.O. Notes	500,000	500,000
ROADWAY REHABILITATION	Engineering-Streets	2025 G.O. Notes	2,000,000	2,000,000
SUNNY SLOPE - Grange to College	Engineering-Streets	2025 G.O. Notes	275,000	275,000
GRANGE AVE - Moorland to 124th	Engineering-Streets	2025 G.O. Notes	1,100,000	1,100,000
SUNNY SLOPE - Greenfield to Coldspring	Engineering-Streets	2025 G.O. Notes	575,000	575,000
MOORLAND ROAD - National to Greenfield	Engineering-Streets	2025 G.O. Notes	440,000	440,000
PEDESTRIAN LIGHT POLE MAINTENANCE	Engineering-Improvements	2025 G.O. Notes	50,000	50,000
SIDEWALK REPAIR & MAINTENANCE	Engineering-Improvements	2025 G.O. Notes	50,000	50,000
LIONS PARK - Pickleball Courts	Parks	2025 G.O. Notes	60,000	60,000
PARK SHELTER MAINTENANCE	Parks	2025 G.O. Notes	60,000	60,000
ARC - BIDIRECTIONAL AMPLIFIER SYSTEM	Buildings	2025 G.O. Notes	50,000	50,000
COMMUNITY CENTER - DEMOLITION	Buildings	2025 G.O. Notes	400,000	400,000
CITY HALL - EOC	Buildings	2025 G.O. Notes	134,000	134,000
RECREATION TRANSIT VAN	Fleet	2025 G.O. Notes	90,000	90,000
HICKORY GROVE - Building Renovation - Phase 2	Hickory Grove	2025 G.O. Notes	500,000	500,000
PARK STRUCTURES & TRAIL - MALONE PARK	Malone Park	2025 G.O. Notes	3,990,000	3,990,000
Actual CIP Costs			11,574,000	11,574,000

Table 3

2026-2029 Capital Improvement Plan

City of New Berlin, WI

Projects	Plan Issue	2026	2027	2028	2029	Totals
Building and Grounds	2026 G.O. Notes 10 Year	2,450,000				2,450,000
Building and Grounds	2027 G.O. Notes 10 Year Term		4,010,000			4,010,000
Building and Grounds	2028 G.O. Notes			1,135,000		1,135,000
Building and Grounds	2029 G.O. Notes 10 year				520,000	520,000
Fire Department	2026 G.O. Notes 10 Year	1,851,000				1,851,000
Fire Department	2027 G.O. Notes 10 Year Term		1,500,000			1,500,000
Fire Department	2028 G.O. Notes			496,100		496,100
Fire Department	2029 G.O. Notes 10 year				1,750,000	1,750,000
Parks	2026 G.O. Notes 10 Year	160,000				160,000
DPW Garage	2026 G.O. Notes 10 Year	800,000				800,000
DPW Garage	2027 G.O. Notes 20 Year Term		15,000,000			15,000,000
Streets-Equipment	2026 G.O. Notes 10 Year	2,205,000				2,205,000
Streets-Equipment	2027 G.O. Notes 10 Year Term		960,000			960,000
Streets-Equipment	2028 G.O. Notes			945,000		945,000
Streets-Equipment	2029 G.O. Notes 10 year				640,000	640,000
Engineering - Streets	2026 G.O. Notes 20 Year Term	10,740,000				10,740,000
Engineering - Streets	2027 G.O. Notes 10 Year Term		9,985,000			9,985,000
Engineering - Streets	2028 G.O. Notes			8,650,000		8,650,000
Engineering - Streets	2029 G.O. Notes 10 year				5,600,000	5,600,000
Engineering - Improvements	2026 G.O. Notes 10 Year	2,865,000				2,865,000
Engineering - Improvements	2027 G.O. Notes 10 Year Term		645,000			645,000
Engineering - Improvements	2028 G.O. Notes			520,000		520,000
Engineering - Improvements	2029 G.O. Notes 10 year				335,000	335,000
DCD--Buildings	2026 G.O. Notes 10 Year	269,000				269,000
DCD-Fleet	2026 G.O. Notes 10 Year	60,000				60,000
Parks	2026 G.O. Notes 10 Year	2,575,000				2,575,000
Parks	2027 G.O. Notes 10 Year Term		360,000			360,000
Athletic Complex	2027 G.O. Notes 20 Year Term		11,000,000			11,000,000
Parks	2028 G.O. Notes			2,465,000		2,465,000
Parks	2029 G.O. Notes 10 year				1,495,000	1,495,000
Hickory Grove Phase 2	2028 G.O. Notes			200,000		200,000
Hickory Grove Phase 3	2029 G.O. Notes 20 year				4,000,000	4,000,000
Actual CIP Costs		23,975,000	43,460,000	14,411,100	14,340,000	96,186,100

Table 4

Sources and Uses

City of New Berlin, WI

		2025	
		G.O. Notes	Levy 10 Year Term Portion
CIP Projects			
	Capital Projects	11,574,000	11,574,000
	Subtotal Project Costs	11,574,000	11,574,000
CIP Projects		11,574,000	11,574,000
Estimated Issuance Expenses			
	Municipal Advisor	60,500	60,500
	Bond Counsel	30,000	30,000
	Rating Fee	29,000	29,000
	Underwriter's Discount	115,800	115,800
	Paying Agent	850	850
	Subtotal Issuance Expenses	236,150	236,150
TOTAL TO BE FINANCED		11,810,150	11,810,150
	Estimated Interest Earnings	(231,480)	(231,480)
	Assumed spend down (months)		
	Rounding	1,330	1,330
NET ISSUE SIZE		11,580,000	11,580,000

Notes:

Table 5

Allocation of Debt Service - 2025 G.O. Notes

City of New Berlin, WI

Year Ending	Levy 10 Year Term Portion			
	Principal	Est. Rate ¹	Interest	Total
2025				0
2026	1,825,000	2.95%	264,428	2,089,428
2027	1,000,000	2.95%	312,294	1,312,294
2028	1,000,000	2.95%	282,794	1,282,794
2029	1,020,000	2.97%	253,294	1,273,294
2030	1,050,000	3.05%	223,000	1,273,000
2031	1,085,000	3.15%	190,975	1,275,975
2032	1,115,000	3.24%	156,797	1,271,797
2033	1,150,000	3.33%	120,671	1,270,671
2034	1,195,000	3.44%	82,376	1,277,376
2035	1,140,000	3.62%	41,268	1,181,268
Total	11,580,000		1,927,894	13,507,894

Year Ending	Totals		
	Principal (6/1)	Interest	Total
2025	0	0	0
2026	1,825,000	264,428	2,089,428
2027	1,000,000	312,294	1,312,294
2028	1,000,000	282,794	1,282,794
2029	1,020,000	253,294	1,273,294
2030	1,050,000	223,000	1,273,000
2031	1,085,000	190,975	1,275,975
2032	1,115,000	156,797	1,271,797
2033	1,150,000	120,671	1,270,671
2034	1,195,000	82,376	1,277,376
2035	1,140,000	41,268	1,181,268
Total	11,580,000	1,927,894	13,507,894

Notes:

1) Current rates plus 30 basis points.

Table 6
Financing Plan Tax Impact

City of New Berlin, WI

Year Ending	Existing Debt			Proposed Debt										Year Ending
	Net Debt Service Levy	Equalized Value (TID OUT)	Annual Taxes \$300,000 Home	2025 G.O. Notes	2026 G.O. Notes	2027 G.O. Notes	2028 G.O. Notes	2029 G.O. Notes	Debt Service Levy		Taxes			
				11,580,000	23,685,000	42,870,000	14,240,000	14,205,000	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$300,000 Home	Annual Taxes Difference From Existing	
				Dated: 9/11/2025	Dated: 9/1/2026	Dated: 9/1/2027	Dated: 9/1/2028	Dated: 9/1/2029						
				Total P&I	Total P&I	Total P&I	Total P&I	Total P&I						
				2.95%-3.62%	4.25%	4.25%	4.50%	4.50%						
2025	12,668,497	7,949,009,900	\$478	0	0	0	0	0	12,668,497		\$1.59	\$478	\$0	2025
2026	11,977,310	8,281,005,134	\$434	2,089,428	0	0	0	0	14,066,738	1,398,241	\$1.70	\$510	\$76	2026
2027	11,703,170	8,626,866,350	\$407	1,312,294	2,451,613	0	0	0	15,467,076	1,400,338	\$1.79	\$538	\$131	2027
2028	11,022,936	8,987,172,670	\$368	1,282,794	2,310,200	2,253,313	0	0	16,869,242	1,402,166	\$1.88	\$563	\$195	2028
2029	10,590,230	9,362,527,403	\$339	1,273,294	2,267,188	2,762,913	1,375,800	0	18,269,424	1,400,182	\$1.95	\$585	\$246	2029
2030	8,997,033	9,753,559,055	\$277	1,273,000	2,223,538	3,964,988	1,607,725	1,604,225	19,670,507	1,401,084	\$2.02	\$605	\$328	2030
2031	8,543,513	10,160,922,382	\$252	1,275,975	2,179,250	3,564,150	1,562,725	1,600,800	18,726,412	(944,095)	\$1.84	\$553	\$301	2031
2032	5,281,025	10,585,299,486	\$150	1,271,797	2,739,325	4,721,275	2,117,725	1,600,575	17,731,722	(994,690)	\$1.68	\$503	\$353	2032
2033	4,178,703	11,027,400,957	\$114	1,270,671	2,668,050	4,530,700	2,045,725	1,603,325	16,297,174	(1,434,548)	\$1.48	\$443	\$330	2033
2034	3,049,613	11,487,967,066	\$80	1,277,376	2,601,138	4,637,463	1,973,725	1,603,825	15,143,139	(1,154,036)	\$1.32	\$395	\$316	2034
2035	2,387,456	11,967,768,998	\$60	1,181,268	2,533,375	4,244,025	1,926,725	1,602,075	13,874,924	(1,268,214)	\$1.16	\$348	\$288	2035
2036	2,326,188	12,467,610,150	\$56	0	2,454,763	4,656,213	1,803,600	1,598,075	12,838,838	(1,036,087)	\$1.03	\$309	\$253	2036
2037	2,263,950	12,988,327,471	\$52	0	800,725	4,910,238	1,932,725	1,601,825	11,509,463	(1,329,375)	\$0.89	\$266	\$214	2037
2038	2,200,744	13,530,792,868	\$49	0	798,200	1,926,838	1,807,850	1,597,875	8,331,506	(3,177,956)	\$0.62	\$185	\$136	2038
2039	2,135,481	14,095,914,662	\$45	0	794,825	1,927,863	0	1,596,450	6,454,619	(1,876,888)	\$0.46	\$137	\$92	2039
2040	2,069,131	14,684,639,112	\$42	0	795,600	1,931,550	0	302,325	5,098,606	(1,356,013)	\$0.35	\$104	\$62	2040
2041	2,001,813	15,297,951,997	\$39	0	795,313	1,927,688	0	303,550	5,028,363	(70,244)	\$0.33	\$99	\$59	2041
2042	1,265,634	15,936,880,267	\$24	0	798,963	1,931,488	0	304,325	4,300,409	(727,953)	\$0.27	\$81	\$57	2042
2043	356,800	16,602,493,765	\$6	0	796,338	1,927,525	0	304,650	3,385,313	(915,097)	\$0.20	\$61	\$55	2043
2044	255,000	17,295,907,016	\$4	0	792,650	1,931,013	0	299,525	3,278,188	(107,125)	\$0.19	\$57	\$52	2044
2045		18,018,281,093		0	792,900	1,931,525	0	299,175	3,023,600	(254,588)	\$0.17	\$50	\$50	2045
2046		18,770,825,562		0	781,875	1,929,063	0	298,375	3,009,313	(14,288)	\$0.16	\$48	\$48	2046
2047		19,554,800,509		0	0	1,928,625	0	302,125	2,230,750	(778,563)	\$0.11	\$34	\$34	2047
2048		20,371,518,647		0	0	0	0	300,200	300,200	(1,930,550)	\$0.01	\$4	\$4	2048
2049		21,222,347,514		0	0	0	0	297,825	297,825	(2,375)	\$0.01	\$4	\$4	2049
Total	105,274,225			13,507,894	32,375,825	59,538,450	18,154,325	19,021,125					3,684	Total

Notes:

Table 7

General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of New Berlin, WI

Existing Debt					Proposed Debt								
Year Ending	Projected Equalized	Existing Principal			Combined Principal								Year Ending
	Value (TID IN) ¹	Debt Limit	Outstanding	% of Limit	2025 G.O. Notes	2026 G.O. Notes	2027 G.O. Notes	2028 G.O. Notes	2029 G.O. Notes	Existing & Proposed	% of Limit	Residual Capacity	
2024	8,046,558,800	402,327,940	99,560,000	24.75%						\$99,560,000	24.75%	\$302,767,940	2024
2025	8,392,337,868	419,616,893	88,665,000	21.13%	11,580,000					\$100,245,000	23.89%	\$319,371,893	2025
2026	8,752,975,856	437,648,793	78,320,000	17.90%	9,755,000	23,685,000				\$111,760,000	25.54%	\$325,888,793	2026
2027	9,129,111,283	456,455,564	67,765,000	14.85%	8,755,000	22,240,000	41,725,000			\$140,485,000	30.78%	\$315,970,564	2027
2028	9,521,410,112	476,070,506	57,475,000	12.07%	7,755,000	20,875,000	41,245,000	14,240,000		\$141,590,000	29.74%	\$334,480,506	2028
2029	9,930,566,921	496,528,346	47,305,000	9.53%	6,735,000	19,495,000	40,235,000	13,505,000	14,205,000	\$141,480,000	28.49%	\$355,048,346	2029
2030	10,357,306,135	517,865,307	38,460,000	7.43%	5,685,000	18,100,000	37,980,000	12,505,000	13,240,000	\$125,970,000	24.32%	\$391,895,307	2030
2031	10,802,383,311	540,119,166	29,885,000	5.53%	4,600,000	16,690,000	36,030,000	11,505,000	12,235,000	\$110,945,000	20.54%	\$429,174,166	2031
2032	11,266,586,472	563,329,324	24,265,000	4.31%	3,485,000	14,660,000	32,840,000	9,905,000	11,185,000	\$96,340,000	17.10%	\$466,989,324	2032
2033	11,750,737,508	587,536,875	19,615,000	3.34%	2,335,000	12,615,000	29,705,000	8,305,000	10,085,000	\$82,660,000	14.07%	\$504,876,875	2033
2034	12,255,693,622	612,784,681	16,435,000	2.68%	1,140,000	10,550,000	26,330,000	6,705,000	8,935,000	\$70,095,000	11.44%	\$542,689,681	2034
2035	12,782,348,858	639,117,443	13,845,000	2.17%	0	8,465,000	23,205,000	5,080,000	7,735,000	\$58,330,000	9.13%	\$580,787,443	2035
2036	13,331,635,676	666,581,784	11,255,000	1.69%		6,370,000	19,535,000	3,505,000	6,485,000	\$47,150,000	7.07%	\$619,431,784	2036
2037	13,904,526,607	695,226,330	9,365,000	1.35%		5,840,000	15,455,000	1,730,000	5,175,000	\$37,565,000	5.40%	\$657,661,330	2037
2038	14,502,035,975	725,101,799	7,475,000	1.03%		5,290,000	14,185,000	0	3,810,000	\$30,760,000	4.24%	\$694,341,799	2038
2039	15,125,221,688	756,261,084	5,585,000	0.74%		4,720,000	12,860,000		2,385,000	\$25,550,000	3.38%	\$730,711,084	2039
2040	15,775,187,120	788,759,356	3,695,000	0.47%		4,125,000	11,475,000		2,190,000	\$21,485,000	2.72%	\$767,274,356	2040
2041	16,453,083,055	822,654,153	1,805,000	0.22%		3,505,000	10,035,000		1,985,000	\$17,330,000	2.11%	\$805,324,153	2041
2042	17,160,109,732	858,005,487	590,000	0.07%		2,855,000	8,530,000		1,770,000	\$13,745,000	1.60%	\$844,260,487	2042
2043	17,897,518,966	894,875,948	250,000	0.03%		2,180,000	6,965,000		1,545,000	\$10,940,000	1.22%	\$883,935,948	2043
2044	18,666,616,363	933,330,818	0	0.00%		1,480,000	5,330,000		1,315,000	\$8,125,000	0.87%	\$925,205,818	2044
2045	19,468,763,638	973,438,182				750,000	3,625,000		1,075,000	\$5,450,000	0.56%	\$967,988,182	2045
2046	20,305,381,020	1,015,269,051				0	1,850,000		825,000	\$2,675,000	0.26%	\$1,012,594,051	2046
2047	21,177,949,767	1,058,897,488					0		560,000	\$560,000	0.05%	\$1,058,337,488	2047
2048	22,088,014,793	1,104,400,740							285,000	\$285,000	0.03%	\$1,104,115,740	2048
2049	23,037,187,397	1,151,859,370							0	\$0	0.00%	\$1,151,859,370	2049

Notes:

1. EV Growth at 4.30%

FINANCE DEPARTMENT UPDATE

Receipt the Money

• Tax Roll	\$97.7 million
• Other City revenues	\$14.4 million
• Utilities	\$20.8 million
• Special Revenue Funds	\$ 4.8 million
• Capital Projects	\$ 14.6 million
• TOTAL	\$152.3 MILLION

Invest the Money

- State Statutes and more restrictive City Investment Policy
- City has a “passive investment” policy
- Security, Liquidity, Return
- Majority of funds in the State Investment Pool, balance in CD’s and Federal Agencies
- WISC member, under the State contract for fees, substantial savings & all available funds invested.

Pay out the Money

- Other Taxing Districts \$61.4 million
 - *Collect taxes for the 8 taxing districts in the City*
- Vendors \$41.5 million
 - *5,379 checks issued*
- Employees \$22.2 million
 - *592 W-2's issued, 279 1095-C's, 8,884 paychecks*
- Debt Service \$ 12.2 million
- TOTAL \$137.3 MILLION

Account for it All

- Financial Statements for City, Water, & Sewer
- Monthly financial, Quarterly CIP reports to council, mayor & department heads
- State Financial Report Form B, annually to the State-22 pages
- PSC Report, annually to the State – 72 pages
- Statement of Taxes
- Other non-public reports - W-2's, 1099's, 1095-C (ACA), Wisconsin Retirement

2024/5 Activities

- Assist Grant Reporting & application – Tourism, Supplemental law enforcement grant, JustGrant
- Numerous budget projections & updates
- Annual Audit completed, unqualified opinion, highest level of assurance possible.
- Assist in analysis & calculations of salary study results
- Assist in analyzing health insurance coverage options for 2026

Debt Management

- Issued \$13,950,000 General Obligation Notes dated 9/18/2024
- 2025 Projected \$11,700,000 Note Issue
- Maintained Moody's Aaa rating

Other Tasks

- Calculate tax roll & generate tax bills
- Chairperson of Joint Review Board
- Coordinate annual Bond Issue for Capital Budget – significant amount of behind-the-scenes paperwork for Bond issues
- Maintain garbage/recycling database, add, remove, bill customers
- Maintain access & authorities in MUNIS
- Coordinates the operating & capital budget process for all city and enterprise funds
- Part of union negotiating team
- Reports & analysis for boards/commissions: Library, 4th of July, Tourism, Finance, etc.
- Prepare/file reports with State - Room tax, Levy Limit, Statement of Taxes, TID, Video Provider, Maintenance of Effort & Chargeback

Department Staffing

	Actual	Actual	Budget	Proposed
	2023	2024	2025	2026
Director of Finance/Treasurer	1.0	1.0	1.0	1.0
Deputy Director of Finance	1.0	1.0	1.0	1.0
Accounting Manager	-	-	-	-
Utility Accountant	1.0	1.0	1.0	1.0
Bookkeeper	1.0	1.0	1.0	1.0
Payroll Coordinator	0.7	0.7	0.7	0.7
Payroll Associate	0.5	0.5	0.5	0.5
Cashier	1.0	1.0	1.0	1.0
Total	6.2	6.2	6.2	6.2

Brookfield 2025 Budget	
Director of Finance & Admin	1.0
Deputy Finance Director	1.0
Finance Manager	1.0
Deputy Treasurer	1.0
Management Accountant	1.0
Payroll Management Accountant	1.0
Utility Accountant	1.0
Accountant	1.0
Accounting Clerk	1.0
Office Services Assistant	2.0
Total	11.0

Technology

- **MUNIS** is main operating system for the City, used for General Ledger, Payroll, Payables, Utility Billing, Tax Billing, Cash Receipting, and Permitting

In place since July 2004, update to latest version approximately annually. No need to change into the foreseeable future. We were among the first to use this software; but has become the municipal standard in the state since. Brookfield, Waukesha, La Crosse, Sheboygan, Green Bay, Oshkosh, Madison, Sun Prairie, plus others including school districts & counties have been added since.

Online Banking - review account activity online daily, use bill consolidator to mass process online checks, utility customers have direct debit capability, all paychecks are direct deposited. The city has Positive Pay protection on all checks and ACH transactions

- An ever-vigilant attitude is needed to detect and prevent cybercriminal activity impact on workstations when using the Internet and accessing web-based systems. Early detection and quick action is important to minimize any potential impact

**** Security of City assets & Employee information is TOP priority. Review done with bank annually. Several attempts at fraud during the year, no losses to the city, but a constant concern.**

Credit Card Option for Taxes & Utility Bills Available Online

City of New Berlin

Home

Citizen Self Service

Email Announcements

Permits and Inspections

Personal Property Taxes

Real Estate Taxes

Utility Billing

Accounts

Manage Bills

Account Summary

Automatic EFT Payments

Contact Us

Utility Billing

Account Summary

[Link to Accounts](#) | [Sign up for EFT Automatic Payments](#) | [Request Change of Address](#) | [Manage Bills](#)

Billing Account

Service Address

16280 W NATIONAL AVE

Account Number

10020126

Your Current Balance

Amount Due Now

\$152.21

[Pay Now](#)

Payment Due Date

4/30/2024

About Your Payments

Bill	Last Posted	Sum of Payments	View Details
50186	12/7/2023	\$737.11	details
10186	7/21/2023	\$30.28	details
30186	1/31/2023	\$31.13	details
70186	1/31/2023	\$274.48	details
70187	9/19/2022	\$32.68	details

Customer Information

Name

NEW BERLIN VETERANS MEMORIAL

Address

PO BOX 510483
NEW BERLIN, WI 53151

Customer ID

337273

[Request Change of Address](#)

The Future

- Expand Credit card acceptance to permits
- In the process of moving banking services due to change in State contract
- Coordinate Single Audit of Federal funds - Fire SAFER grant
- Configure payroll system to import new Fire Dept software
- Prepare for inevitable turnover, expand cross-training, create user manuals
- Record retention review, continue to clean out old files

- Thank you!

- Any questions, concerns, etc, contact finance:
- Ralph Chipman, CPA
- rchipman@newberlin.org
- 262-797-2448



REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Greg Kessler, Director of Community Development

DATE: July 22, 2025

ISSUE: John Jewell has filed a petition to rezone the property located at Tax Key #: 1213.996 (northwest corner of Coffee Road and Calhoun Road) from A-1 to R-1/R-2.

REQUESTED: Recommend to the Common Council that a Public Hearing be set for **August 13, 2025** at 6:00 pm to be held before the Plan Commission to rezone the property located at Tax Key #: 1213.996 (northwest corner of Coffee Road and Calhoun Road) from A-1 to R-1/R-2.

RATIONALE: Per Chapter 275-22 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to rezone this property. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. This recommendation shall be forwarded to the Common Council for final action.



REQUESTED ACTION STATEMENT

July 22, 2025

TO: Mayor Ament
Common Council

FROM: Ralph Chipman, Finance Department

ISSUE Implementing Wheel Tax in City of New Berlin

REQUESTED:

Recommend Council give permission to Finance to contact the Wisconsin Department of Transportation and begin the process of implementing a wheel tax in the City of New Berlin.

FISCAL IMPACT:

The amount of revenue generated would depend on the rate imposed. The amount received could be between \$682 thousand to \$1,365 million based on typical charges. Once the rate is set the amount collected varies little from year to year.

RATIONALE:

The City has a significant budget gap for the upcoming year, projected to be in excess of \$3.7 million, with few options to fill it. The increase in tax levy, by far the City's biggest revenue source, is limited to net new construction. Preliminary numbers for this year have the increase at 1/10th of a percent. Not only is this number far below inflation, it limits the city to a levy increase of only \$31,650. With out another revenue source the City will be unable to maintain its current service level.

The city has historically managed its' finances well - it currently has a Aaa rating and a solid fund balance. We have looked at every alternative, on both the revenue & expenditure side to find a solution for a balanced budget. This fee would help close the gap & insure funding for transportation related expenditures.

Explanation of Program

Wisconsin law allows a town, village, city or county to collect an annual municipal or county vehicle registration fee (wheel tax) in addition to the regular annual registration fee paid for a vehicle. The fee applies to vehicles kept in the municipality or county with:

- Autocycle registration
- Automobile registration
- Truck registration at 8,000 lbs. or less (except dual purpose farm)

This includes most special license plates with autocycle, automobile or truck registration. * State law does not specify the amount of the wheel tax. However, the municipality or county must use all revenue from the wheel tax for transportation related purposes.

*These [special plates](#) are exempt from wheel tax: [Antique](#), [Collector](#) ("Collector Special" plates are not exempt), [Ex-Prisoner of War](#) (if issued without registration fee), [Historic Military](#), [Hobbyist](#) and [Medal of Honor](#). All special plates issued to a farm truck; dual purpose farm truck or motor home are also exempt from wheel tax.

Wheel tax collection:

The Wisconsin Department of Transportation (WisDOT) collects wheel tax fees for the municipality or county, keeps an administrative fee of approximately 3 cents per vehicle application and sends the rest to the municipality or county. WisDOT collects the wheel tax at the time of first registration and at each registration renewal. Your certificate of registration will indicate that a municipal and/or county fee will be paid.

Potential Revenue:

		Number of Vehicles				
Fee			\$ 10	\$ 20	\$ 30	\$ 40
		34,172	341,720	683,440	1,025,160	1,366,880
Administrative fee to State			(1,025)	(1,025)	(1,025)	(1,025)
Net to City			\$340,695	\$682,415	\$1,024,135	\$1,365,855

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STATE STATUTE

- **341.35 Municipal or county vehicle registration fee.**

- **(1) ANNUAL REGISTRATION FEE.** In this section “municipality” means a town, village or city and “motor vehicle” means an automobile or motor truck registered under s. [341.25 \(1\) \(c\)](#) at a gross weight of not more than 8,000 pounds. The governing body of a municipality or county may enact an ordinance imposing an annual flat municipal or county registration fee on all motor vehicles registered in this state which are customarily kept in the municipality or county. A registration fee imposed under this section shall be in addition to state registration fees.
- **(1m) REGISTRATION PERIOD.** A municipality or county shall establish the registration period provided by the department for the motor vehicle as the registration period for a motor vehicle registered by the municipality or county.
- **(2) EXEMPTIONS.** The following vehicles are exempt from any municipal or county vehicle registration fee:
 - **(a)** All vehicles exempted by this chapter from payment of a state vehicle registration fee.
 - **(b)** All vehicles registered by the state under s. [341.26](#) for a fee of \$5.
- **(3m) COUNTY AND MUNICIPAL FEES.** If a municipality and the county in which the municipality is located enact ordinances under this section, a motor vehicle customarily kept in the municipality shall be subject to a municipal registration fee and a county registration fee.
- **(4) NOTICE OF FEES.** The governing body of a municipality or county which enacts a municipal or county vehicle registration fee shall notify the department that it has so elected and report the amount of such fee. The municipality or county shall report any change in such amount to the department. The notification shall be made at the time and in the form prescribed by the department.
- **(5) PAYMENT OF FEES.** At the time a motor vehicle is first registered or at the time of registration renewal, the applicant shall pay to the department any fee imposed by a county or municipality under this section in addition to fees required under this chapter.
- **(6) DEPARTMENT TO REMIT FEES TO MUNICIPALITIES AND COUNTIES.** Beginning July 1, 1984, and annually thereafter, the department shall remit those moneys collected under this section, less administrative costs under sub. [\(6m\)](#), to any municipality or county which has imposed a fee under this section. The department may by rule provide that the moneys be remitted at more frequent intervals if the department deems it advisable.
- **(6m) ADMINISTRATIVE COSTS.** The department shall retain a portion of the moneys collected under this section equal to the actual administrative costs related to the collection of these fees. The department shall establish the method for computing the administrative costs by rule and review the methodology annually to ensure full reimbursement of its expenses.
- **(6r) USE OF FEE PROCEEDS.** Any municipality or county receiving moneys under sub. [\(6\)](#) shall use the moneys only for transportation related purposes.
- **(7) REPLACEMENTS.** No municipal or county vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current municipal or county vehicle registration fee has been paid.

(8) RULES. The department shall adopt rules necessary to implement this section

Pros & Cons

Pros:

- **Dedicated Transportation Funding:** Revenue generated from wheel taxes is specifically earmarked for transportation-related expenses, such as road and bridge maintenance and improvements.
- **Reduced Reliance on Property Taxes:** Wheel tax revenue can help offset the portion of property taxes historically used for transportation costs, potentially freeing up those funds for other essential services like public safety, libraries, or parks.
- **Local Control:** Implementing a wheel tax gives municipalities more financial control to address specific infrastructure needs and adjust tax rates to local conditions.
- **User Fee Concept:** Some argue that a wheel tax aligns with a "user fee" principle, where those who use the roads, most contribute directly to their upkeep.

Cons:

- **Regressive Impact:** Flat-rate wheel taxes, common in Wisconsin, can disproportionately affect lower-income individuals who own older or less expensive vehicles.
- **Fairness Concerns:** Some argue that a wheel tax may be unfair or unnecessary, particularly if they believe the funds aren't being used effectively.
- **Limited Impact (in some cases):** While a wheel tax can help, it may not be enough to fully address significant transportation funding gaps or solve all road-related problems.
- **Controversy and Political Opposition:** Wheel taxes can generate debate and opposition during local budget discussions, and some communities have even eliminated their wheel taxes after implementing them.

New Berlin Vehicle Count

**Vehicle Registrations that includes Wheel Taxes Within County & CVT for
Registration Types: ACY, AUT, LTK and DPV (except plate types COL,
HOB and HTK) and have gross weight <= 8000 as of Calendar Year 2024**

Community Name	Plate Type	*	C	T	V
	KID		10		
	LCF		5		
	LEM		17		
	LIF		18		
	LTK		4,929		
	MBK		55		
	MBN		60		
	MBO		118		
	MCA		7		
	MCW		5		
	MGP		4		
	MLG		171		
	MRQ		60		
	NUR		12		
	PAK		102		
	RAM		312		
	SPF		1		
	SPT		9		
	TRT		4		
	UTL		4		
	VET		26		
	VST		3		
	WNG		6		
	WTU		6		
	XPW		1		
NEW BERLIN	Sum:		34,172		

Current Municipalities with Wheel Tax

○ Ashland (city; \$20)	Neenah (city; \$30)
○ Baraboo (city; \$20)	New London (city; \$20)
○ Beloit (city; \$20)	Oregon (village; \$40)
○ Bellevue (village; \$25)	Oshkosh (city; \$35)
○ Boscobel (city; \$10)	Platteville (city; \$20)
○ Chilton (city; \$20)	Portage (city; \$20)
○ Delavan (township; \$15)	Port Edwards (village; \$35)
○ Doylestown (village; \$20)	Potosi (village; \$10)
○ Eden (village; \$30)	Prairie du Sac (village; \$20)
○ Eau Claire (city; \$24)	Redgranite (village; \$25)
○ Evansville (city; \$40)	Rice Lake (city; \$20)
○ Fitchburg (city; \$40)	Ripon (city; \$25)
○ Fort Atkinson (city; \$20)	River Falls (city; \$10)
○ Gillett (city; \$20)	Sauk City (village; \$20)
○ Green Bay (city; \$25)	Shawano (city; \$40)
○ Hustisford (village; \$35)	Sheboygan (city; \$20)
○ Janesville (city; \$40)	Shorewood (village; \$30)
○ Iron Ridge (village; \$10)	Sun Prairie (city; \$30)
○ Kaukauna (city; \$10)	Tigerton (village; \$10)
○ Lodi (city; \$20)	Waterloo (city; \$15)
○ Lomira (village; \$30)	Wauwatosa (city; \$15)
○ Madison (city; \$40)	
○ Manitowoc (city; \$20)	
○ Milton (city; \$30)	
○ Milwaukee (city; \$30)	
○ Montello (city; \$20)	

Current Counties with Wheel Tax

• Counties
○ Crawford County (\$20)
○ Dane County (\$28)
○ Dunn County (\$20)
○ Eau Claire (\$30)
○ Green County (\$25)
○ Iowa County (\$25)
○ Langlade County (\$15)
○ Marathon County (\$25)
○ Milwaukee County (\$30)
○ Portage County (\$30)
○ Richland County (\$20)
○ St. Croix County (\$20)
○ Vernon County (\$25)

Frequently Asked Questions

What is the Municipal Vehicle Registration Fee?

It is a fee that is added to the normal DMV vehicle registration fees. This fee is specifically designated to fund transportation related purposes.

When will the fee be implemented?

The new ordinance will take effect January 1, 2026 and collection for vehicles that are subject to the fee will begin on that date.

How is the fee collected?

The WisDOT collects the fee at the time of first registration and the at the time of each subsequent registration renewal. WisDOT sends vehicle registration renewal notices at least 30 days before their plates expire. The renewal notice will show the total fee due including the wheel tax for each vehicle that is subject to the fee.

What does it cost to implement the fee?

Currently, WisDOT charges a fee per vehicle application of 3%. This administrative fee is the same for all municipalities regardless of the amount of fee imposed by the municipality or the number of vehicles for which the fee is collected. City staff time to administer the transfer of revenue from the DMV to the City is minimal.

Can the revenues received from wheel tax payments be used for any purpose?

Counties and municipalities must use the moneys from wheel tax payments for transportation related purposes only (ss. 341.35(6r), Wis. Stats.). “Highway is defined by state law to mean “all public ways and thoroughfares and bridges on the same.” Courts have interpreted “highways” to include trails because they are “public ways and thoroughfares and bridges on the same. “Sidewalk” means that “portion of a highway between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, constructed for use of pedestrians.

What is the policy for refunds & proration?

A wheel tax is never prorated. The full fee is required whenever it is collected. Refund requests of the wheel tax fee paid in error may be directed to the WisDOT Research & Information unit:

Email: VehicleQuestions@dot.wi.gov

Telephone: (608) 266-1466

Mail: PO Box 8070, Madison WI 53708-8070

Where can I get more information on the wheel tax and impact on my vehicle registration?

Additional information is available from the Wisconsin DMV

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REQUESTED ACTION STATEMENT

TO: Common Council
 Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development
 Dan Hogan, Municipal Project Coordinator

RE: Requested Action Statement to amend the 2024 CIP budget by \$55,000 for the updating of the DPW Campus master plan.

DATE: July 22, 2025

REQUESTED ACTION: Approval of Resolution 25- to amend the 2024 CIP budget by transferring sale proceeds from the New Berlin Activity and Recreation outlot located at 15375 W. National Ave in the amount of \$55,000 to complete master design update work for the DPW Campus.

FISCAL IMPACT: No new borrowing to accommodate this request. Our department is transferring funds from the New Berlin ARC outlot sale proceeds.

SOURCE OF FUNDS: Transfer from: 04011600-57051-CMiSC

Transfer to: DPW Garage 04252900-61606-C2024

RATIONALE/BACKGROUND: In the past year, there has been a change in leadership with the Department of Public Works. The new team members were given a chance to review the previous master plan and would like to see minor adjustments made based on new operations implemented within the last year.

The architect and engineer need to go through all the building and mechanical systems so that DCD staff can obtain an updated cost estimate for the project by early fall of 2025.

The change order proposal from the architect and engineering firm amounts to \$45,530 for their services. The additional \$10,000 is for Moore Construction Services for their pre-construction/cost estimation work.

RESOLUTION 25-17
A RESOLUTION AMENDING THE 2024 CAPITAL PROJECTS BUDGET

WHEREAS, The Department of Community Development requires a transfer of funds to complete the DPW Campus master plan.

WHEREAS, DCD staff requests that \$55,000 be transferred from the New Berlin Activity and Recreation Outlot sale proceeds to the 2024 DPW Garage account.

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

TRANSFER FROM

Miscellaneous	04011600-57051-CMiSC	\$55,000
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TRANSFER TO

DPW Garage	04252900-61606-C2024	\$55,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha County NOW within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 22nd day of July 2025.

Countersigned:

David Ament, Mayor

Rubina R. Medina, City Clerk

LICENSE AGREEMENT

This License Agreement is made and entered into this ____ day of _____, 2025, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “CITY”) and the PROFESSIONAL FIREFIGHTERS OF WISCONSIN CHARITABLE FOUNDATION, INC., a Wisconsin non-stock corporation, with its principal office and place of business located at 321 East Main Street, Suite 200, Madison, Wisconsin, 53703 (hereinafter referred to as “Professional Firefighters”).

WHEREAS, the City operates Fire Station No. 1 as part of the City Public Safety Building located at 16300 West National Avenue in New Berlin; and

WHEREAS, Professional Firefighters have applied to the City for a license to utilize the area adjacent to Fire Station No. 1 along Casper Dr., as well as the streets building parking lot, hereinafter referred to as the Licensed Area as the registration station and starting point for the 2025 Ride to Burn Camp, which is to occur on August 12, 2025, from 5:00 p.m. to 5:45 p.m.; and

WHEREAS, the City is agreeable to permitting the use of the Licensed Area for said event subject to the approval by the City of New Berlin Common Council, as well as the terms and conditions of this Agreement.

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

1. Professional Firefighters, their licensees and attendees of the 2025 Ride to Burn Camp shall be permitted to use the City property referred to as the Licensed Area on August 12, 2025, between 5:00 p.m. and 5:45 p.m., solely for the purpose of accommodating the registration for and initiation point for the 2025 Ride to Burn Camp.
2. Professional Firefighters warrants and represents that the City property referenced as the Licensed Area will only be used for the purposes of the registration for the 2025 Ride to Burn Camp event and as the start off point for the Ride.
3. Professional Firefighters warrants and represents that all activities engaged on City property on said date will be in conformance with applicable City Ordinances, Wisconsin Statutes and regulations of other governmental entities with jurisdiction.
4. Professional Firefighters shall supervise the Licensed Area being used for the aforementioned purposes throughout the duration of its use and will following the event restore said areas to the conditions that existed before the commencement of the event, reasonable wear and tear excepted.

5. Professional Firefighters agree to hold the City, its officers, employees, agents and assigns (hereinafter referred to as the “Parties Indemnified”) harmless and will indemnify the Parties Indemnified as and against any and all claims, demands, actions or causes of action, costs and expenses, including actual attorney fees, arising from the City’s approval of this License Agreement and the use by the Professional Firefighters, their licensees and attendees of the Licensed Area provided for hereunder.
6. Professional Firefighters agree to obtain public liability insurance coverage to insure their use, as well as the use by their licensees and attendees, for the 2025 Ride to Burn Camp as provided for hereunder. Said liability insurance coverage shall provide limits of not less than \$1 Million per occurrence and \$2 Million in the aggregate. Professional Firefighters shall provide a valid Policy Endorsement issued by their insurer identifying the City has an Additional Insured on said Policy on a primary and non-contributory basis. Professional Firefighters shall require that any entities they may contract with to assist in the holding of this event shall carry liability insurance as provided for in this paragraph, which coverage shall also list the City as an Additional Insured on a primary and non-contributory basis. They will also be required to provide evidence of automobile liability insurance coverage relative to any vehicles being utilized in the event.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
8. This Agreement may be terminated in the event of a breach by either party upon ten (10) days written notice.
9. This Agreement represents the complete understanding of the parties with respect to subject matter set forth herein and may only be modified in a written agreement executed by both parties and approved by the City of New Berlin Common Council.
10. This Agreement may not be assigned without the express written consent of the City.
11. The parties acknowledge that there are no third party beneficiaries to this License Agreement.

[Signature Page To Follow]

CITY:
City of New Berlin

CITY:
City of New Berlin

By: _____
David A. Ament, Mayor

By: _____
Rubina R. Medina, Clerk

PROFESSIONAL FIREFIGHTERS:
Professional Firefighters of
Wisconsin Charitable Foundation, Inc.

By: _____

Print Name & Title

DATE: July 18, 2025

TO: Mayor Ament
Common Council

FROM: Michael Deibert/Alan Skornia

REQUESTED ACTION:

Recommendation to Council to approve allowing IT the authority to recommend to the Mayor the best option for the 5 year lease on the copiers that is financially sound for the City.

The current 5 year lease ends on September 1, 2025. We are asking for this authority so a special council meeting does not have to be scheduled.

We also would have the City attorney review and approve of the lease/contract that we intend on renewing/starting.

FISCAL IMPACT:

This is for a 5 year lease on 16 Multi-Function Copiers and 1 large format Plotter used in multiple departments throughout the City. We are still awaiting the quotes for this lease and will review the needs of the City and the best financial option out of all 3 quotes.

RATIONALE:

This lease is to provide to City employees the ability to print,copy,scan and fax (not all will have fax) with reliable machines to better serve the public. The leasing will allow for included maintenance and supplies (toner and staples) for the 16 copiers without having to spend additional funds for device downtime and purchasing supplies.

ATTACHMENTS:

At this time we are waiting on the 3 vendors to supply us with like for like quotes to better gauge which vendor the City should contract with.

The 3 vendors we have contacted and waiting on quotes from are –

Ricoh Direct (current vendor)

Gordon Flesch

James Imaging

July 18, 2025

Ms. Kristen Hogan - Principal Planner
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Re: New Berlin Ball Field Standards Development
raSmith Project No.: TBD

Dear Ms. Hogan:

Thank you for allowing raSmith to provide you with a proposal for professional services. We look forward to working with the City of New Berlin (City) on the development of a standardized approach to constructing, maintaining, and improving their future and existing ball fields within the City park system. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs.

Scope of Services

Per our virtual meeting on July 8, 2025, we understand the City is looking for a design partner to assist them with the development of standardized design, construction, and maintenance guidelines for current and future ball fields. The scope will include the creation of standards, templates, details, and guidelines, with flexibility in mind, to allow for site-specific adaptation while supporting long-term consistency, efficiency, and cost-effectiveness across the City's park system. We look to provide the following scope of services:

- A. Preliminary Standards Development - This phase will be based on developing initial standards, templates, details, and guidelines for review and discussion with City staff. The following scope items will be provided:
 - 1. Participate in a kick-off meeting with the City with the primary focus of developing an understanding of the current and desired standards, products, and maintenance schedules.
 - 2. Develop the following standards, templates, details, and guidelines:
 - a. Layouts and Dimensions - Establishing consistent field sizes and configurations based on age group, sport type, and competitive level.
 - b. Field Amenities and Equipment - Recommending standardized amenities such as bases, portable pitchers' plates and mounds, base anchor systems, benches, scoreboards, lighting, and other key field components.
 - c. Drainage and Grading Templates - Providing typical grading templates and drainage solutions to support playable, low-maintenance fields.
 - d. Dugout Design - Developing standard dugout layouts, materials, and protection features that balance function, durability, and safety.
 - e. Fencing and Netting - Defining standard fencing types, heights, and netting systems to ensure player safety and spectator protection.
 - f. Field Surface Details - Creating standard construction details for natural dirt, natural turf, and synthetic turf playing surfaces, and maintenance considerations.



Ms. Kristen Hogan - Principal Planner
City of New Berlin
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- g. Field Maintenance Guidelines - Providing maintenance best practices and scheduling recommendations for each field type and surface, and long-term care strategies to maximize safety, performance, and lifespan.
 - 3. Meet with the City to present and discuss the preliminary standards, templates, products, and maintenance schedules. We will look forward to discussing any questions, comments, or changes desired by the City as part of this meeting. Changes discussed and agreed to will be implemented in the Final Standards Development phase.
- B. Final Standards Development - This phase will be based on developing final standards, templates, and details for use by the City. The following scope items will be provided:
 - 1. Revise the preliminary templates and standards discussed at the meeting with the City. It is assumed that after these changes these templates and standards will be final.
 - 2. Provide the City with the PDFs and Word documents of the standards, templates, details, and guidelines.

Completion Schedule

We will work with you to meet the project deadlines and to establish an acceptable schedule that will be mutually agreed upon prior to beginning work.

Professional Fees

The above services will be provided for the fees noted below. Services will be billed each month based on the work completed.

- A. Preliminary Standards Development..... \$8,000 (Lump Sum)
- B. Final Standards Development \$1,500 (Lump Sum)

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

This proposal does not include any services beyond those described in the above scope of services. raSmith offers an array of supplemental services that are available at your request, as this proposal does not include any services beyond those described in the Scope of Services. Please refer to Attachment A for a complete list of our services.

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all design services within 9 months.
- B. All meetings will be virtual or conference calls, unless specifically noted otherwise.
- C. The City shall provide any existing data relevant to the current standards, equipment, and maintenance practices being implemented/used.
- D. The City will conduct any necessary meetings and discussions with local organizations/teams that will use the fields and have input during the development of the standards, templates, details, and guidelines.



Ms. Kristen Hogan - Principal Planner
City of New Berlin
Page 3 / July 18, 2025

- E. After work has commenced, any revisions requested by the City, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

Optional Services

At your request, the following optional services can be provided for additional compensation:

1. Topographic and utility survey.
2. Detail design of ball field facilities.
3. Attendance at additional meetings or site visits beyond what is noted above.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, 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.

Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'David M. Mortensen'.

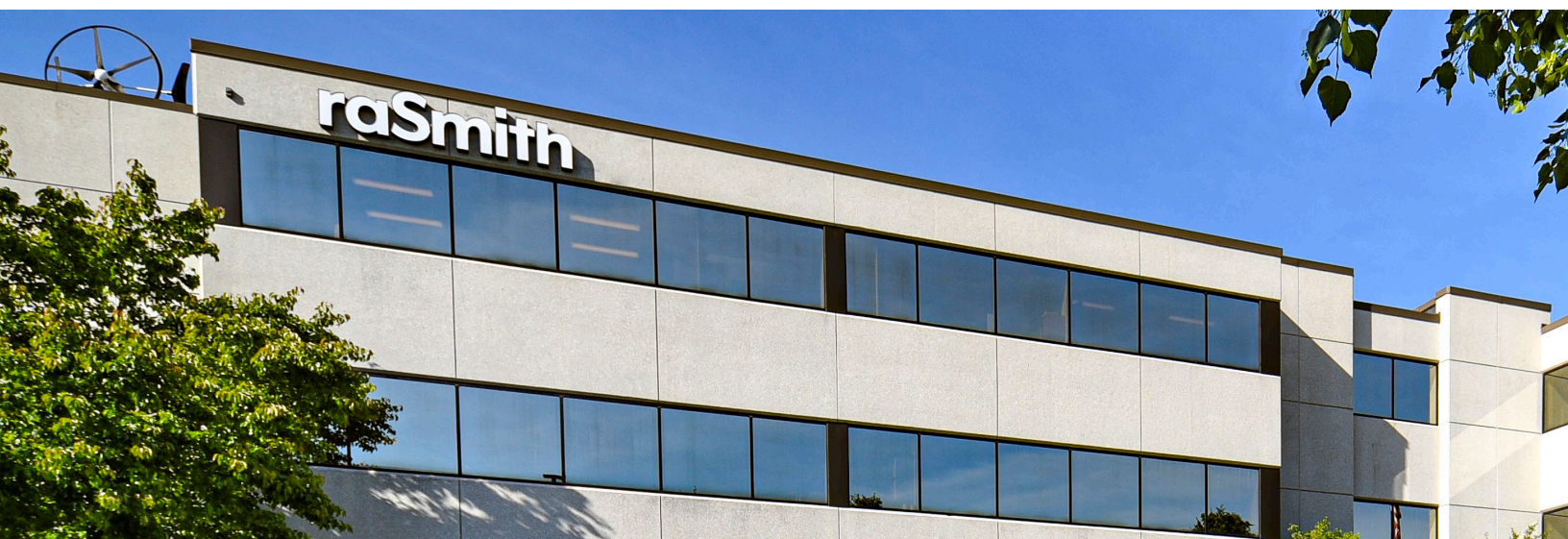
David M. Mortensen, P.E., CDT
Senior Project Manager

Enclosure: Corporate Overview; Professional Services Agreement

dje:P:\250718 New Berlin Ball Fields - Proposal.docx

Corporate Overview

raSmith is a multi-disciplinary engineering consulting firm established in the city of Brookfield, Wisconsin, in 1978. raSmith was founded by Richard A. Smith, M.S., P.E., F.ASCE. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. Our services include civil engineering, structural engineering, transportation and traffic, land surveying, geographic information systems (GIS), development management, landscape architecture, ecological services, construction services, LiDAR (3D laser scanning), and UAS (unmanned aircraft systems). We work on projects nationwide from our six locations in Wisconsin, Illinois, and California. The firm employs a staff of 220.



Our Services

[Cold-Formed Steel Engineering](#)

[Construction Inspection/Management](#)

[Development Management](#)

[Ecological](#)

[GIS \(Geographic Information Systems\)](#)

[Grant Writing](#)

[Hydrographic Surveying](#)

[Land Surveying](#)

[Landscape Architecture](#)

[LiDAR \(3D Laser Scanning\)](#)

[Municipal Engineering](#)

[Site Design](#)

[Structural Engineering](#)

[Traffic Engineering](#)

[Transportation Engineering](#)

[UAS \(Unmanned Aircraft Systems\)](#)

[Water Resources](#)

[Water/Wastewater Engineering](#)

Locations

Wisconsin:

Brookfield

Appleton

Cedarburg

Madison

Illinois:

Naperville

California:

Irvine

PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of July 18, 2025 ("Effective Date") between City of New Berlin ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

New Berlin Ball Field Standards Development / raSmith Project No.: TBD ("Project").

Professional's services under this Agreement are generally identified as follows:

See attached proposal ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 **Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 **Lien Notice**

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: New Berlin Ball Field Standards Development / raSmith Project No.: TBD

Client: City of New Berlin

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: Kristen Hogan

Print name: David M. Mortensen, P.E., CDT

Title: Principal Planner

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of New Berlin

R.A. Smith, Inc.

3805 South Casper Drive

16745 West Bluemound Road

New Berlin, WI 53151

Brookfield, WI 53005

Client's Phone: (262) 797-2445 ext. 2514

Professional's Phone: 262-317-3282

Client's Email: khogan@newberlin.org

Professional's Email: david.mortensen@rasmith.com



REQUESTED ACTION STATEMENT

July 22, 2025

TO: Mayor Ament
Common Council

FROM: Ralph Chipman, Finance Department

ISSUE: Projected Operating Budget Shortfall in 2027

REQUESTED:

Recommend Council give staff permission to begin the process to include a levy limit question on the April 2026 ballot

FISCAL IMPACT:

To be determined

RATIONALE:

Based on current projections the City will be unable to balance the 2027 budget without significant cuts in services & operations. The initial projected budget shortfall for 2026 was in excess of \$3.8 million, 2027 will likely be at the same level if not worse. Additionally, this would be the time to review Phase 1 of the fire department staffing plan and staffing levels in the police department. The city has few other options left to balance the budget with levy limit restrictions in place. We are in a similar position to Brookfield & other cities across the state and look to a referendum as a last resort.

A levy limit referendum will take a significant investment of City staff time to be successful. There will likely be taxpayer and public comment as well as media attention. Before starting, we are looking for council approval to begin the process. Once approved, staff will prepare a list of possible items and their financial impact to be included in the referendum. The list of items will be reviewed and approved by the council. There will be multiple opportunities for council & public input throughout the process, and ultimately, a resolution passed by council for final approval. Below is a detailed analysis of the process from the League of Municipalities and a proposed timeline for the city.

PROPOSED TIMELINE

July 22, 2025,	Initial Approval by City Council to begin the process
August 26, 2025,	Preliminary numbers reviewed and accepted by council
August 27, 2025,	Public Information campaign – website, social media, public information meetings
November 11, 2025	Approve Ordinance authorizing ballot question
December 2, 2025,	Submit request for ballot inclusion to the State of Wisconsin
April 7, 2026,	Ballot question voted on by electorate
December 2026	Approved levy included on tax bill

Levy Limit Referendum Discussion from the League of Municipalities – July 2025

After 20 years of levy limits, most communities have exhausted their options on how to maintain essential services, grow services to meet demand, and remain competitive as an employer all while remaining compliant with levy limits. Communities, both large and small, have very few options available to them outside of a referendum.

You may be asking yourself, “How did we get here?” Levy limits were enacted in 2006 to limit and reduce the property tax burden on Wisconsin residents. Since then, there have been very few changes to the law to provide flexibility to municipalities to increase the property tax levy to meet the needs of the community. The inherent disparity of the statute is that it ties annual increases to net new construction, and not inflation. From 2019–2024, average statewide net new construction was 1.65%, while the consumer price index, per the Bureau of Labor Statistics, during that same time averaged 3.75%. The rise in inflation has caused budgetary pressures on communities of all sizes.

Other Options Available

While Act 12 provided temporary relief to many communities, the increase in funding most likely does not present a permanent solution to offset the increase in costs of delivering services. If you are debating on whether to pursue a levy limit referendum, there may be some options available to you, so stave off the immediate need for a referendum.

According to the Wisconsin Public Service Commission (PSC), 34% of Wisconsin communities still fund Public Fire Protection (PFP) charges (hydrant use fees) through the property tax levy, and an additional 19% of communities partially fund PFP charges through the levy. The PSC allows water utilities to place charges related to providing public fire protection as a special charge on the utility bill. This is not considered a covered service therefore there is no corresponding levy reduction when implementing the change. It is important to note that this change must be authorized by the PSC, and if done within five years of the last conventional rate case (CRC), it can be done outside a CRC. If it has been longer than five years since the community's last CRC, the PFP change can only be authorized as part of a CRC.

The referendum planning process would also be a good time to evaluate your operational budgets to determine if there are any

capital-type projects or purchases that are still being funded through the levy. Debt financing these projects and purchases can free levy capacity that could supplement operations. New legislation authorizing 20-year General Obligation Promissory Notes provides all communities with greater flexibility to fund capital items. Working with your Municipal Advisor, projects can be strategically amortized to match the useful life of the project and provide the ability to stabilize the debt service tax levy.

Exhausted your options and need a referendum? Here is what you need to know.

Municipal levy limit referendums have been growing both in frequency and dollar amount over the last few years. Though many communities are exploring referendums, the logistics, timing, deadlines, and statutory requirements remain unclear and confusing to municipal leaders.

The process to initiate a levy limit referendum should not be made with haste. The short- and long-term financial policy decisions that play into the referendum dollar amount should be thoughtfully planned, forecasted, and discussed well in advance of governing body action to initiate a referendum. Municipal Staff and Governing Bodies should be asking and discussing the following questions to identify priorities and the appropriate level of funding.

1. What services/departments need increased funding?
2. What positions will be maintained or added with funding?
3. What programs or services will be funded?
4. What is the temperature of the community regarding these programs, services, and positions?
5. What is the right dollar amount?
6. What is the tax impact?
7. How long will we need increased funding?
8. What will we do if our referendum fails?

If seeking a referendum to fund operations or add staff, consideration should be given to what the immediate costs would be and what could be expected costs in the next 3-5 years. Applying conservative inflationary figures to the “what we need today” expenses can ensure the programs and services funded by the referendum can be supported after the first year.

Once these questions have been discussed and a final dollar amount has been determined, it is time to complete the legal requirements to move forward with a referendum. To initiate a levy limit referendum, under Wis. Stats 66.0602(4), the governing body must adopt a resolution containing the amount of the levy increase, the percentage increase over the allowable levy, and whether the increase is for the next fiscal year only, for a set number of years, or ongoing.

The language of the actual question that will appear on the ballot also must be contained within the resolution and the verbiage is dictated by statute. Municipalities are able to craft the language which describes to the voters what the referendum funding will be used for. Consideration should be given to the length and complexity of the description as to not overwhelm voters and create a lengthy question but should still be a transparent and informative statement as to how the funding will be used.

There are two factors that commonly cause confusion for municipal leaders: the timeline, and the calculation.

In terms of the timeline, municipal referendums can be held in odd-numbered years as a special election on the same dates used by a school board. Otherwise, it must be held during the spring primary, spring election, partisan primary, or general election. The question must be submitted to the local filing officer at least 70 days prior to the election. Unfortunately, the deadlines to hold a referendum in 2025 have passed. If you believe you might need a referendum in 2026, the time to start planning is now. The chart below outlines the filing requirements for referendums to be held in 2026.

The calculation used to complete the ballot question will differ based on which election you choose. For February, April, and August elections, you will use an estimated net new construction value (NNC) to determine your base levy as contained in the question. The Department of Revenue advises that your estimated NNC be equal to the prior year's certified NNC.

*For November elections, you must use the certified net new construction value, which is certified on August 15 annually. This requirement creates a very tight turnaround, as the soonest a governing body could act on the resolution is August 16 and the filing deadline is the last week of August.

The calculation contained in the question varies slightly from how the levy limit worksheet reads, therefore it is important to consult the DOR before finalizing the resolution.

Though the frequency of municipal levy limit referendums is on the rise, the results are varied. The spring 2025 election results were mixed, with only 6 of the 13 measures passing. Public safety was the most commonly cited purpose, accounting for 8 of the referendums – 5 of which were approved (63%). The only other successful referendum was related to capital projects. Notably, all 13 proposals sought ongoing funding rather than one-time increases. Overall, the average approval rate across all referendums was 45%, with the lowest support seen for proposals aimed at establishing new municipal services.

The decision to seek a levy limit referendum is an important consideration and should include important stakeholders – staff, attorney, elected officials, consultants and the public. Resources are available from the Department of Revenue, the League of Wisconsin Municipalities, and the Wisconsin Elections Commission to aid municipal leaders in preparing for a referendum.

Municipal Referendum Resources

- **DOR Referendum Fact Sheet:** <https://www.revenue.wi.gov/DOR%20Publications/exceeding-levy-limits-fact-sheet.pdf>
- **WI Elections Commission Calendar:** [https://elections.wi.gov/news-events/events?audience=All&event_type\[\]=249&event_type\[\]=251](https://elections.wi.gov/news-events/events?audience=All&event_type[]=249&event_type[]=251)
- **League of Wisconsin Municipalities:** <https://www.lwm-info.org/823/Levy-Limits-Explanation-and-Strategies>



Harry Allen is a Municipal Advisor with Ehlers Wisconsin Municipal team, helping clients with debt issuance and management, economic development and redevelopment, and financial management and planning. Contact Harry at hallen@ehlers-inc.com



Kayla Thorpe is an Associate Municipal Advisor with Ehlers Wisconsin Municipal Finance team, helping clients with public debt planning and issuance, project management, long-term financial management planning, economic development and redevelopment, and utility cash flow modeling. Contact Kayla at KThorpe@ehlers-inc.com



Levy Limit Milestones	Spring Primary	Spring Election	Partisan Primary	General Election*
Deadline to file question w/Local Clerk	Dec. 9, 2025	Jan. 27, 2026	June 2, 2026	Aug. 24, 2026
Deadline to file question w/County Clerk	Dec. 10, 2025	Jan. 28, 2026	June 3, 2026	Aug 25, 2026
Election Day	Feb. 17, 2026	April 7, 2026	Aug. 11, 2026	Nov. 2, 2026