



Special Common Council Meeting Agenda

September 3, 2025 - 6:30 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 8/29/2025

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. July 22, 2025, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

A. (4) NJ Discussion and possible action to recommend to Common Council approval of LD-2501018 Tamara Cooper - 5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001- 2-Lot Certified Survey Map - lot line adjustment.

B. (7) KW Discussion and possible action to recommend to Common Council approval of LD-2501123 John Horning with Shorewest Realtors - 3885 S. Moorland Road (Tax Key #: 1212.983.001) and 3875 S. Moorland Road (Tax Key #: 1212.984.001) - 1-Lot Certified Survey Map.

8. BOARD OF PUBLIC WORKS

A. Discussion and possible recommendation to Common Council to write a letter of support for a CMAQ funding request to construct a roundabout at the intersection of CTH Y and CTH HH.

9. RECREATION COMMISSION

A. Discussion and possible action to recommend to Common Council Approval of the Day Camp weekly fees for Summer 2026.

10. PARKS, BUILDINGS & GROUNDS COMMISSION

A. Discussion and possible recommendation to the Common Council to approve the DPW Fueling Station Reconstruction Project

- B. Discussion and possible recommendation to the Common Council to approve the Fire Station #7 Lateral replacement Project
- C. Discussion and possible recommendation to Common Council to approve a donation agreement between resident Jim McGinnis and the City of New Berlin the addition of a bench at the New Berlin Valley View Disc Golf Course.

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. July 22, 2025, Committee of the Whole Meeting Minutes
- B. July 29, 2025, Special Committee of the Whole Meeting Minutes

16. UTILITY & FINANCE

- A. Discussion and possible recommendation to the Common Council to approve the August 27, 2025, Water Utility claims in the amount of \$104,849.17, Sewer Utility claims in the amount of \$30,360.35, and General City claims in the amount of \$999,823.17. US Bank EFT of \$30,556.27

17. LICENSES & PERMITS

- A. Discussion and possible recommendation to the Common Council to approve the change of agent for Speedway #4230, located at 14001 W. Greenfield Avenue, to Ashley Hayes, for the license term expiring June 30, 2026, per the application on file.

18. MISCELLANEOUS

- A. 2024 Audit Report Presentation by Baker Tilly
- B. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-19, a resolution authorizing the Issuance and Sale of \$10,590,000 General Obligation Promissory Notes, Series 2025A
- C. Discussion and possible recommendation to the Common Council to approve outsourcing the City's property tax billing process to Waukesha County beginning with the 2025 tax year, per the requested action statement
- D. Discussion and possible recommendation to the Common Council to approve the allocation of \$189,937 in proceeds from the 2024 sale of City property adjacent to the Activity & Recreation Center to debt service payments on the Recreation Center in the 2026 Budget, consistent with Council's prior direction.
- E. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-18: A Resolution Amending the 2025 Capital Projects Budget (Malone Park Project – Bond Proceeds & Expenditures Adjustment)
- F. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-15, A resolution of eligibility for exemption from the 2025 County Library Tax Levy for 2026 Purposes

- G. Recommend to the Common Council that a Public Hearing be set for October 6, 2025, at 6:00 pm to be held before the Plan Commission to rezone the property located at 21040 W. Lincoln Avenue (Tax Key #: 1176.993) from B-2 & C-2 to M-1 & C-2
- H. Discussion and possible recommendation to the Common Council regarding the 2025 Trick-or-Treat date, at the request of Ald. Stribl, with consideration to allow it on either Friday, October 31, or Saturday, November 1, instead of the date set by the current ordinance (the last Saturday in October, which falls on October 25th for 2025).
- I. Discussion and possible recommendation to the Common Council to approve transitioning the City of New Berlin's health plan from a fully-insured platform to a self-insured platform beginning with the 2026 budget year
- J. Discussion and update from Melissa Beck, Human Resource Director, regarding the City of New Berlin's property insurance coverage. No action required.
- K. Discussion and possible recommendation to the Common Council to accept the Liability Proposal from Cities and Villages Mutual Insurance Company ("CVMIC") at the increased self-insured/aggregate retention of \$75,000/\$300,000 and agree to continue its membership in CVMIC for policy years 2026-2028 based on the premium guarantee by CVMIC for said policy years

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 Ln.
- C. Compliance update and possible litigation strategy regarding public tree removal at City of New Berlin Biwer Park, located at 3495 S Sandalwood Dr, and private tree removal in a tree preservation at 13365 W Kirkwood Dr. Both removals were contracted out by the property owner at 13365 W Kirkwood Dr.

21. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Continued strategy and negotiations regarding the compliance matter located at 6035 S Karrington Ln.
- B. Discussion and possible action re: Compliance update and possible litigation strategy regarding public tree removal at City of New Berlin Biwer Park, located at 3495 S Sandalwood Dr, and private tree removal in a tree preservation at 13365 W Kirkwood Dr. Both removals were contracted out by the property owner at 13365 W Kirkwood Dr.

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

July 22, 2025 - 6:15 PM
City Hall Council Chambers

MINUTES

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.

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

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 7:28 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 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 24, 2025, Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk

No Report.

B. Council President

Council President Harenda thanked the Mayor, Council, Fourth of July Commission, City staff, and all the volunteers for their efforts in making the 50th anniversary of the Fourth of July celebration a success. He noted that the event went very well. He acknowledged the

significant amount of work involved, including the dedication of City employees, volunteers, and the fundraising efforts that made the celebration possible.

C. Mayor

No report.

6. COMMUNICATIONS

None.

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)

MOTION: Motion to approve

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

- 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)

MOTION: Motion to approve

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

- 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.

MOTION: Motion to approve

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

- 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.

MOTION: Motion to approve

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

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.

MOTION: Motion to approve

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

- 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.

MOTION: Motion to approve

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

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.

MOTION: Motion to approve

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

10. WATER RESOURCE MANAGEMENT

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

MOTION: Motion by Ald. Harenda to approve the item as presented. Seconded by Ald. La Fever.

FRIENDLY AMENDMENT: Ald. Harenda offered a friendly amendment to specify that the funding source would be account 2111000059070 from the Park & Open Space Fund. Seconded by Ald. Hopkins.

**VOTE ON
FRIENDLY** Motion Passed 6-0.
AMENDMENT:
**VOTE ON
MAIN MOTION** Motion Passed 6-0.
**(AS
AMENDED):**

11. MAYORAL APPOINTMENTS

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

MOTION: Motion to approve

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

12. DEFERRED, REFERRED & TABLED ITEMS

No Items.

13. ITEMS REMOVED FROM CONSENT AGENDA, if any

The City Clerk clarified that no action was taken on the following items:

- 18B (Finance Department Update)
- 18D (Wheel Tax)
- 18E (Resolution No. 25-17)
- 18I (Tax Levy Referendum)

While these items do not need to be removed from the consent agenda, it is noted for the record that no action was taken.

14. CONSENT AGENDA-----

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

MOTION: Motion to approve

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

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:*

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

MOTION: Motion to enter into closed session at 7:48 PM

ROLL CALL Motion by: Horbinski

VOTE: Second by: Hopkins

Motion Passed 6-0

- 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

MOTION: Motion to reconvene into open session at 8:11 PM.

ROLL CALL Motion by: Harenda

VOTE: Second by: Kroupa

Motion Passed 6-0

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

No action.

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

MOTION: Motion to approve the claim as outlined by the City Attorney

VOTE: Motion by: Maxey

Second by: La Fever

Motion Passed 6-0

22. ADJOURN

MOTION: Motion to adjourn at 8:13 PM.

VOTE: Motion by: La Fever

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: August 26, 2025

RE: August 13, 2025, Plan Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval of LD-2501018 Tamara Cooper - 5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001- 2-Lot Certified Survey Map - lot line adjustment.
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on August 13, 2025.

B.	Discussion and possible action to recommend to Common Council approval of LD-2501123 John Horning with Shorewest Realtors - 3885 S. Moorland Road (Tax Key #: 1212.983.001) and 3875 S. Moorland Road (Tax Key #: 1212.984.001) - 1-Lot Certified Survey Map.
Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on August 13, 2025.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: Tamara Cooper / CSM

LOCATION: 5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001

REQUEST: 2-Lot Certified Survey Map

REVIEW SCHEDULE:

CSM Received:	6/24/2025
Completeness Determination:	6/24/2025
90-Day time limit expires:	9/22/2025
Final Common Council Action (expected):	8/26/2025

D.R.C. RECOMMENDATION: Recommend to Common Council approval of the 2-Lot Certified Survey Map located at 5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001, subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or new property owners 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, shall require a Private On-Site Waste Treatment System (POWTS) for each lot that is created that will meet Waukesha County requirements.
6. Applicant shall dedicate 33 feet to Waukesha County for right-of-way along the frontage of proposed lot 1 and 50' along the frontage of lot 2, as shown on the CSM.
7. The lots are zoned R-3, Suburban Single-Family Residential District. Under Section 275-33D, the minimum lot size is 20,000 square feet and the minimum lot width is 110 feet. The proposed lots meet these requirements.
8. Per an email from Kevin Yanny at Waukesha County, dated April 30, 2025:
 - a. There is a garage (~673 SF) located within Waukesha County right-of-way. The garage has a revocable occupancy permit from Waukesha County that will need to be reassigned to Lot 2 as it is part of the sale. The applicant shall coordinate with the County on this step. No additional permits from the city of New Berlin will be issued for this garage as it is located within the County right-of-way.
9. There is an accessory building (garage ~341 SF) on proposed lot 2. Per Zoning Code section 275-42(6) Accessory uses are allowed only after the principal structure is present or under construction. The Director of Community Development may administratively approve an accessory structure prior to the principal structure being built, as long as the construction of the principal structure has begun within one year of starting work on the accessory structure.

The city has the ability to enforce fines and/or citations.

- a. If the applicant wants to keep the accessory building (garage ~341 SF), an Administrative Use Approval application is required with this request in order to keep the accessory building (garage) for up to one year, until a new single-family home application was submitted. See website for application – Fee is \$150
<https://www.newberlin.org/DocumentCenter/View/246/Administrative-Permit-Application?bidId=>

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of August 13, 2025

Tamara Cooper / 2-Lot Certified Survey Map
5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001

DATE STAFF REPORT PREPARED: July 8, 2025

APPLICANT / OWNER(S): Tamara Cooper / Tamara A Cooper Irrevocable Trust

REQUEST / DESCRIPTION OF PROJECT: Approval of the 2-Lot Certified Survey Map located at 5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 6/24/2025

DATE OF COMPLETENESS DETERMINATION: 6/24/2025

PRE-APPLICATION CONFERENCE HELD: No
Date(s) of Meeting(s): Several phones calls

CONCEPTUAL PLAN: Yes, CSM is attached.

SIZE OF DEVELOPMENT / PARCEL(S): (Prior to CSM approval)
Lot 1: 1.39 Acres - 5810 S. Racine Avenue (Tax Key #: 1277.987)
Lot 2: 1.60 Acres - Tax Key #: 1277.987.001

CURRENT ZONING: R-3 (Suburban Single-Family Residential District)

CURRENT LAND USE: Single-Family Residential

PROPOSED ZONING: N/A

PROPOSED LAND USE: Single-family residential home.

PROPOSED LOT SIZES: (After CSM is recorded)
Lot 1: 0.769 Acres (33,508 SF)
Lot 2: 1.808 Acres (78,752 SF)

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3	Land Use: Single-Family Residential
South: Zoning: R-3	Land Use: Single-Family Residential
East: Zoning: R-3	Land Use: Single-Family Residential
West: Zoning: A-1	Land Use: Agricultural

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 19: Neighborhood I: National Avenue West

Planning Context / Vision / Development Policies:

Neighborhood I:

Vision:

- *The National Avenue West area, like the Western Area neighborhood (Neighborhood B), should be a regional model of rural development.*

Development Policies:

- *Develop the area immediately west of Calhoun Road as a gateway into rural western New Berlin. Permit the development of this area for a mix of commercial and residential uses, but require that commercial use to be oriented to a rural theme.*

Land Use

- *Future Land Use Map: Suburban Residential*

ZONING CODE (Chapter 275): Yes, this request is consistent with Section 275-33B(3) 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: No

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: N/A

Floodplain: No

Topography / Geologic: Site slopes to the southeast.

BIKE & PEDESTRIAN FACILITIES PLAN: None identified.

PARK & OPEN SPACE PLAN: None identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Yes, applicant will provide an erosion control plan.

Woodland, Tree, and Vegetation Protection: 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: No

Basin Capacity Available: N/A

Adequate Linkage: N/A

Onsite System Required: Yes, the system in place now serves the existing home on Lot #1. An additional system will be needed to serve Lot #2. Perc tests have been provided.

WATER USAGE CALC.: The new parcel will be served by a private well, average 250 GPD per new unit connection.

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

Weekday AM Peak – 0.77 trips per unit

Weekday PM Peak – 1.02 trips per unit

Weekend Peak – 0.93 trips per unit

SCHOOL DISTRICT IMPACT: 0.46 total estimated students

Elementary – 0.23 students (1 lot * 0.23 students)

Middle – 0.11 students (1 lot * 0.11 students)

High School – 0.12 students (1 lot * 0.12 students)

Notice Sent to Affected School District(s): No

PREVIOUS ACTION:

1840 Existing home was built at 5810 S. Racine Avenue.

4/8/1963 Plan Commission approved a CSM.

11/25/1997 Landmarks Public Hearing to designate the house located at 5810 S. Racine Avenue as a Historic Landmark.

6/3/2008 Waukesha County Department of Public Works issued a revocable occupancy permit (Documentation # 3576446) for the garage building located within the Racine Avenue right-of-way.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

1. Applicant shall dedicate 33 feet to Waukesha County for right-of-way along the frontage of proposed lot 1 and 50' along the frontage of lot 2, as shown on the CSM.
2. The lots are zoned R-3, Suburban Single-Family Residential District. Under Section 275-33D, the minimum lot size is 20,000 square feet and the minimum lot width is 110 feet. The proposed lots meet these requirements.
3. Per an email from Kevin Yanny at Waukesha County, dated April 30, 2025:
 - a. There is a garage (~673 SF) located within Waukesha County right-of-way. The garage has a revocable occupancy permit from Waukesha County that will need to be reassigned to Lot 2 as it is part of the sale. The applicant shall coordinate with the County on this step. No additional permits from the city of New Berlin will be issued for this garage as it is located within the County right-of-way.
4. There is an accessory building (garage ~341 SF) on proposed lot 2. Per Zoning Code section 275-42(6) Accessory uses are allowed only after the principal structure is present or under construction. The Director of Community Development may administratively approve an accessory structure prior to the principal structure being built, as long as the construction of the principal structure has begun within one year of starting work on the accessory structure. The City has the ability to enforce fines and/or citations.
 - a. If the applicant wants to keep the accessory building (garage ~341 SF), an Administrative Use Approval application is required with this request in order to keep the accessory building (garage) for up to one year, until a new single-family home application was submitted. See

website for application – Fee is \$150

<https://www.newberlin.org/DocumentCenter/View/246/Administrative-Permit-Application?bidId=>

5. Landmark Information - *Cheney-Faulkner-Cooper House (c. 1840's) – Located at 5810 S. Racine Avenue, Wisconsin's First Freewill Baptist Church Congregation was formed in his house on July 11, 1840. It was Rev. Rufus Cheney (born in 1780 in Antrim, New Hampshire) who established Freewill Baptist Congregations in New York State and Ohio en route to the Wisconsin Territory where he settled at the New Berlin 2020 Comprehensive Plan 4:5 foot of Prospect Hill and organized his last congregation. The Prospect Hill School was also founded in this house. Designated a New Berlin Landmark on December 9, 1997.*

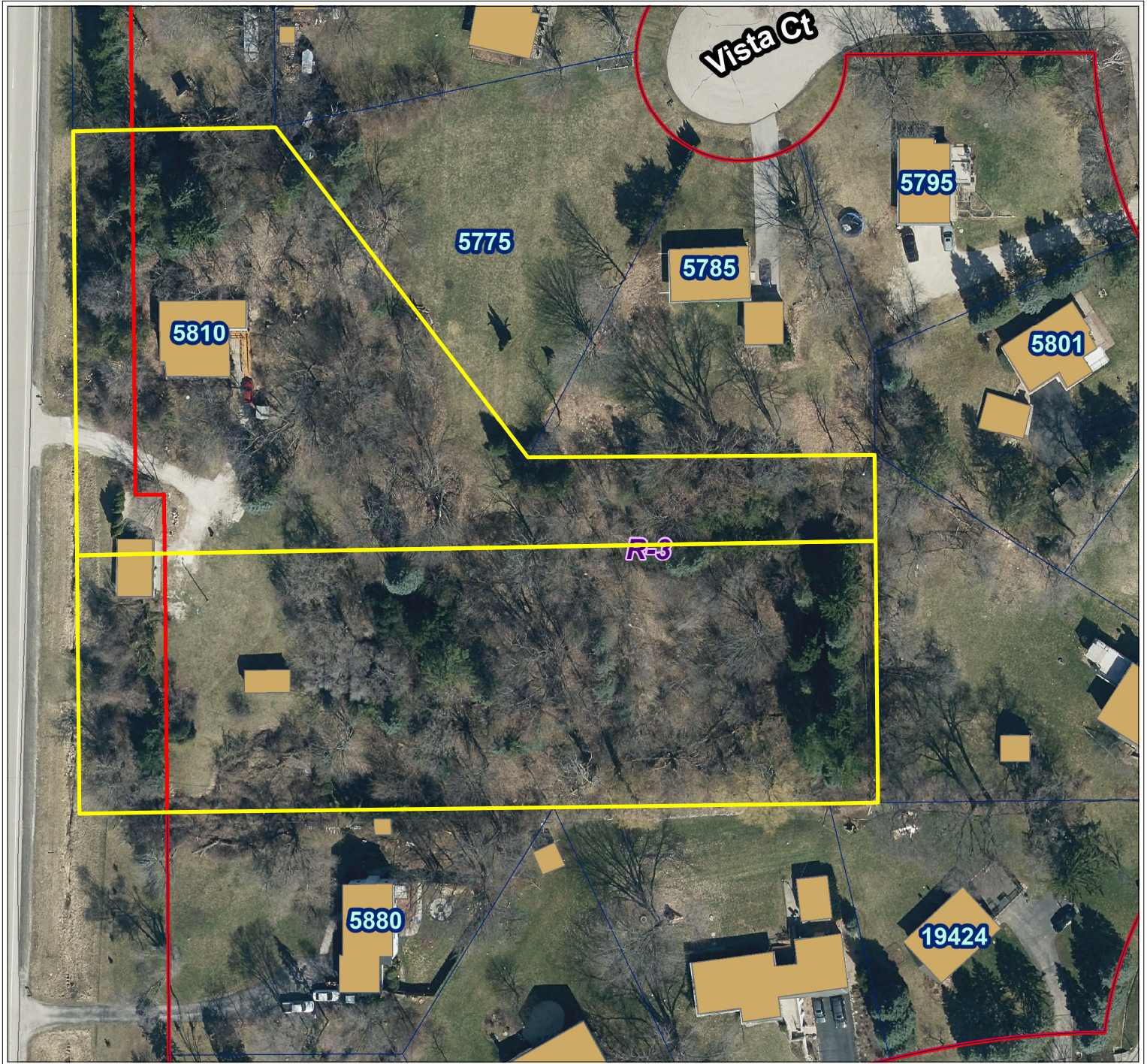
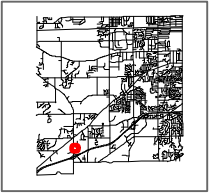


STAFF RECOMMENDATION:

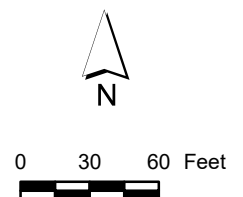
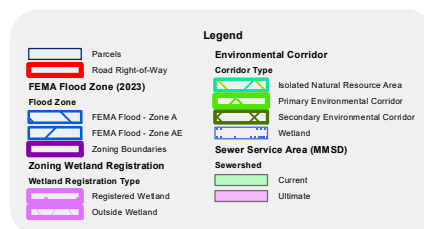
Recommend to Common Council approval of the 2-Lot Certified Survey Map located at 5810 S. Racine Avenue (Tax Key #: 1277.987) & Tax Key #: 1277.987.001, subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:

Location Map
CSM



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

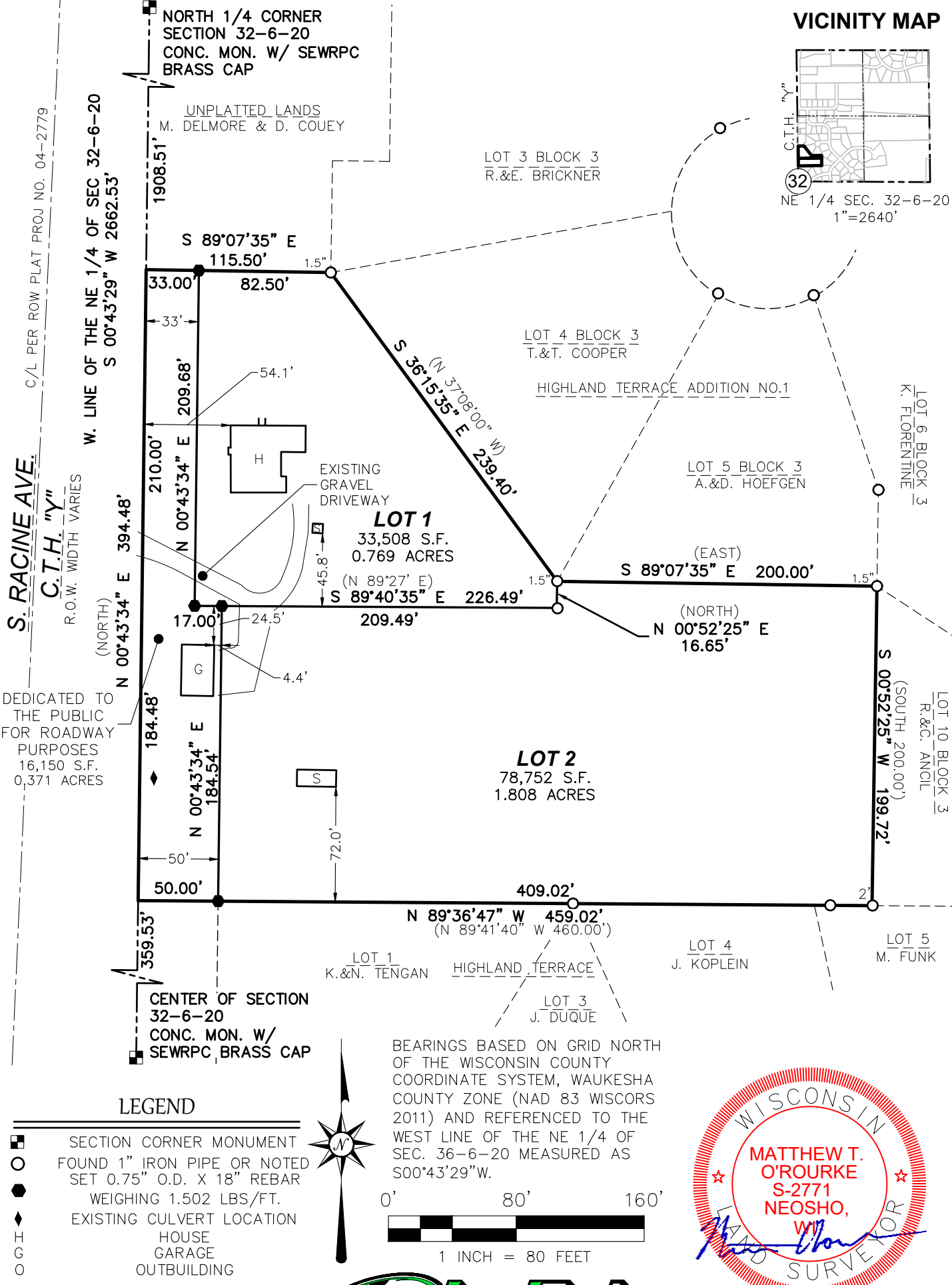


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PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS AND CSM 88 RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 1, P120-121 AS DOCUMENT NO. 585726 BEING PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN



PREPARED FOR:
TAMARA COOPER
5810 S RACINE AVE
NEW BERLIN, WI 53146



LAND SURVEYING • LAND PLANNING
955 LEXINGTON DRIVE
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

DATED 6/19/2025
JOB# 25159
SHEET 1 OF 3

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS AND CSM 88 RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 1, P120-121 AS DOCUMENT NO. 585726 BEING PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLATTED LANDS AND CSM 88 RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 1, P120-121 AS DOCUMENT NO. 585726 BEING PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 32, TOWN 6 NORTH, RANGE 20 EAST; THENCE S 00°43'26" W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 20 EAST, 1908.51 FEET TO THE POINT OF BEGINNING; THENCE S 89°07'35" E, 115.50 FEET, TO THE NORTHWEST CORNER OF LOT 4, BLOCK 3 OF HIGHLAND TERRACE SUBDIVISION ADDITION NO. 1; THENCE S 36°15'35" E, ALONG THE WESTERLY LINE OF LOT 4, BLOCK 3 OF HIGHLAND TERRACE SUBDIVISION ADDITION NO. 1, 239.40 FEET TO THE SOUTHWEST CORNER OF LOT 5 BLOCK 3 OF HIGHLAND TERRACE SUBDIVISION ADDITION NO. 1; THENCE N 89°07'35" W ALONG THE SOUTH LINE OF LOT 5, BLOCK 3 OF HIGHLAND TERRACE SUBDIVISION ADDITION NO. 1, 200.00 FEET TO THE NORTHWEST CORNER OF LOT 10 OF BLOCK 3 OF HIGHLAND TERRACE SUBDIVISION ADDITION NO. 1; THENCE S 00°52'25" W, ALONG THE WEST LINE OF LOT 5, BLOCK 3 OF HIGHLAND TERRACE SUBDIVISION ADDITION NO. 1, 199.72 FEET TO THE NORTH LINE OF HIGHLAND TERRACE SUBDIVISION; THENCE N 89°36'47" W ALONG THE NORTH LINE OF HIGHLAND TERRACE SUBDIVISION, 459.02 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32; THENCE N 00°43'34" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, 394.48 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 128,410 SQUARE FEET OR 2.948 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF TAMARA A. COOPER IRREVOCABLE TRUST DATED MAY 16, 2025, OWNER OF SAID LANDS.

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

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF THE CITY OF NEW BERLIN IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20____.

MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS AND CSM 88 RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 1,
P120-121 AS DOCUMENT NO. 585726 BEING PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TOWN 6 NORTH,
RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN
OWNER'S CERTIFICATE;

AS OWNER, TAMARA A. COOPER IRREVOCABLE TRUST DATED MAY 16, 2025, I HEREBY CERTIFY THAT I CAUSED SAID LANDS TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. I ALSO CERTIFY THAT THIS CSM IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: CITY OF NEW BERLIN.

WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS _____ DAY OF _____, 20____.

TAMARA ANN COOPER

STATE OF WISCONSIN)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____DAY OF _____, 20____, THE ABOVE NAMED TAMARA A. COOPER IRREVOCABLE TRUST DATED MAY 16, 2025, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

CITY OF NEW BERLIN PLANNING COMMISSION APPROVAL

THIS LAND DIVISION AND DEDICATION IS HEREBY APPROVED BY THE CITY OF NEW BERLIN PLAN COMMISSION

THIS ____DAY OF _____, 20____.

DAVID A. AMENT, MAYOR/CHAIRMAN

NIKKI JONES, PLAN COMMISSION SECRETARY,

COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF NEW BERLIN ON

THIS ____DAY OF _____, 20____.

DAVID A. AMENT, MAYOR

RUBINA R. MEDINA, CITY CLERK

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT/PROJECT: John Horning with Shorewest Realtors / New Shorewest Office

LOCATION: 3885 S. Moorland Road (Tax Key #: 1212.983.001) & 3875 S. Moorland Road (Tax Key #: 1212.984.001)

REQUEST: Use, Site and Architecture Approval for Shorewest to construct an office located at 3885 S. Moorland Road and 3875 S. Moorland Road.

D.R.C. RECOMMENDATION: Approval of the Use, Site and Architecture for Shorewest to construct an office located at 3885 S. Moorland Road and 3875 S. Moorland Road subject to the application, plans on file and the following conditions:

1. Planning:

a. Plan of Operation:

- i. Applicant shall adhere to the submitted plan of operation.
- ii. The applicant is proposing to construct a 7,970 square foot office building.
- iii. Hours of Operation: Monday-Friday from 8:30AM-5PM with occasional evenings and weekends by appointment.
- iv. Number of Employees: 53 with staggered schedules. 48 of which are independent contractors that may only stop by the office once or twice a week.

b. Approval of the Landscaping Plan and payment of all installation and maintenance sureties is required. Landscape plans shall meet all the requirements of Article VIII Section 275-53 through 275-56 of the City's Zoning Code.

- i. Applicant shall provide a final list of trees to be removed. Removal of significant trees shall be replaced per the tree replacement schedule outlined in §275-54B(6) of the Zoning Code.
- ii. Final landscape fee will be calculated upon final submittal.

- c. Mechanical equipment shall be properly screened from the street and public view in accordance with Section 275-56.G of the Zoning Code.
- d. Applicant shall show any roof, ground, and wall mounted equipment on architectural plans.
- e. Architecture Review Committee (ARC) approval is required.
- f. Mechanical equipment and dumpsters shall be properly screened from the street and public view in accordance with Section 275-56 of the Zoning Code.
- g. All permanent and temporary signs require a Sign Application to be filed prior to installation.

2. Engineering:

a. Parking lot layout:

- i. Per 275-57A(6). The minimum area for each parking space, excluding the area needed to maneuver, shall be 9 ft wide and 18 ft long, except for designated handicapped parking.**
- ii. Per 275-57A(7). Method of measurement. All drive aisles and parking space widths shall be measured from edge of pavement to edge of pavement. Parking stall depths can be measured to the face of the curb, where applicable.**
 - 1. Do not include the curb pan in the parking stall width in stalls adjacent to curb & gutter.**
- b. Per Chapter 6, Figure 6:16 of the Comprehensive Plan, provide off road pedestrian facilities along Moorland Road.**
- c. Consider using the City Center parking lot lights to match the surrounding area. Light pole specifications are available upon request.**
- d. A Permit will be needed from Waukesha County to work within Moorland Road to connect to the Water and Sanitary.**
- e. The water main pipe has a liner and therefore a wet tap will not be allowed. Contact the Utility department to discuss the method of connection.**

3. Inspection:

- a. Inspection CU - STATE REVIEW**
- b. Building plans shall be signed and stamped by a licensed architect or professional engineer per the Wisconsin Enrolled Commercial Building Code (SPS.361.31).**
- c. Building plans shall be approved by the State of Wisconsin Department of Commerce Safety and Buildings Division (SPS.361.60). State letter required with permit application**
- d. Apply and obtain appropriate building, HVAC, electric, plumbing and fire permits from the City of New Berlin Building Inspection Division.**
- e. Zoning approval will be required before applying for the building permit. Separate application and plans are required.**
- f. Wrecking permit required for the demolition of the existing structure.**
- g. The building shall be fully accessible from the parking lot to the interior elements SPS.363.1101 and ICC/ANSI A117.1)**

4. Stormwater:

- a. Review of the Stormwater Management Plan, please verify and correct the errors.**
 - i. Narrative calls out a TC for the proposed PS3 of 6 minutes, model say 9.1**
 - ii. There is a discrepancy between the model and detail regarding the top of berm. 906.9 versus 907 for the West Basin and 905.9 versus 906 for the Dry Basin**
 - iii. The detail calls out 844.5 for the outlet structure rim in one view and 905.5 in the other view for the West Basin**
 - iv. The detail for the outlet structure appears to show the 10-inch out at 899 but**

calls out 900.

- v. The Dry Basin has a modeled outlet structure but there is no detail for this structure in plans. And the cross section detail only shows a 6-inch storm sewer at 904.75 as the outlet. The plan view shows a structure.
 - b. WDNR NOI is required.
 - c. MMSD Chapter 13 approval is required.
 - d. SWMP Maintenance Agreement is required; City of New Berlin boilerplate agreement is available online.
 - e. Asbuilt plans of the Stormwater Management facilities are required per DH Section VI.D.7. If the stormwater management facilities are used for erosion control during construction, an asbuilt is required after construction of the facilities, and a recertification/asbuilt is required prior to Occupancy.
 - f. Stormwater Management Facilities Asbuilts are required to be submitted and approved prior to occupancy.
 - g. Stormwater Maintenance Agreement is required to be recorded prior to occupancy.
5. Sewer Utility:
- a. Applicant shall coordinate with the New Berlin Utility Department on water and sewer services.
 - b. The existing sewer lateral must be plugged or capped and watertight at the time of demo. The location of the plug or cap must be marked with a post.
 - c. If the existing lateral is going to be permanently abandoned, it must be done at the sanitary main.
 - d. Maintain a 5 feet minimum horizontal clearance from any water main and sanitary sewer pipes and structures.
 - e. Maintain 24 inches vertical clearance when crossing any pipes and structures
 - f. If a conflict occurs, conduits will be removed at the owner's expense.
6. Water Utility:
- a. Applicant shall coordinate with the New Berlin Utility Department on water and sewer services.
 - b. Identify whether 1" existing fire service sufficient.
 - c. More info needed on water service (fire service, size, etc...)
 - d. Watermain of Moorland is a 16" DI relined watermain, tapping info is required.
 - e. Any demo building must abandon water services at main.
 - f. Maintain a 5 feet minimum horizontal clearance from any water main and sanitary sewer pipes and structures.
 - g. Maintain 24 inches vertical clearance when crossing any pipes and structures.
 - h. If a conflict occurs, conduits will be removed at the owner's expense.
7. Fire:
- a. Applicant shall coordinate with the New Berlin Fire Department on water and sewer services.

- b. Fire extinguishers every 75 feet of travel.
- c. Audio/visual annunciation throughout.
- d. Annunciator panel at entrance.
- e. Name and address on both front and rear entrance.
- f. Maintain fire lanes of 24 feet.
- g. Knox box required and key(s) updated.
- h. Maximum occupancy signage required.

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of August 13, 2025

**John Horning with Shorewest Realtors / Shorewest Office
3885 S Moorland Road (Tax Key #: 1212.983.001) &
3875 S. Moorland Road (Tax Key #: 1212.984.001)**

DATE STAFF REPORT PREPARED: July 9, 2025

APPLICANT / OWNER(S): John Horning with Shorewest Realtors / 3885 S Moorland Road LLC

REQUEST/DESCRIPTION OF PROJECT: Use, Site and Architecture Approval for Shorewest to construct an office located at 3885 S. Moorland Road (Tax Key #: 1212.983.001) & 3875 S. Moorland Road (Tax Key #: 1212.984.001).

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 6/26/2025

DATE OF COMPLETENESS DETERMINATION: 6/26/2025

Application Check List Enclosed: No

PRE-APPLICATION CONFERENCE HELD: No

(Date(s) of Meeting(s): Numerous emails and phone calls

Site Visit(s): 7/11/2025

CONCEPTUAL PLAN: Yes, see attached plans.

SIZE OF DEVELOPMENT / PARCEL(S): 1.54006 Acres (After CSM is recorded).

CURRENT ZONING: B-2

CURRENT LAND USE: Residential / Vacant

PROPOSED ZONING: N/A

PROPOSED LAND USE: Office

PROPOSED LOT SIZE(S): 1.54 acres after CSM is recorded (See File #: LD-2501123).

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: B-2 Land Use: Residential (Legal Non-Conforming)

South: Zoning: R-5 Land Use: Residential

East: Zoning: B-2 Land Use: Commercial (Salon/Auto Service)

West: Zoning: B-2 Land Use: Commercial (Multi-tenant Building)

CONFORMANCE WITH THE 2020 COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 15: Neighborhood “E”: City Center Mixed Use Commercial: Yes, this request meets the intent of this Chapter. Planning Context / Vision / Development Policies:

Vision:

- *National Avenue should be an exemplary model of a suburban commercial corridor. Vehicular and pedestrian traffic should coexist in a safe and efficient manner through prominent pedestrian facilities and managed vehicular access.*
- *Public streetscape improvements should be coordinated with private landscaping and site design.*

Development Policies:

- *Emphasize building and parking orientation, with more uniform setbacks and at least some parking encouraged on the side or to the rear of buildings.*
- *Focus on completing the “retrofit” of the National Avenue/Moorland Road intersection to provide a mixed use, central point for the city. Retrofitting refers to the gradual upgrading of an area, without wholesale demolition. For example, new sidepaths, crosswalks, lighting and landscaping can be installed to enhance existing sites. Existing buildings can be renovated, and new buildings can be constructed as infill.*

Land use:

- Future Land Use Map: Suburban Commercial

ZONING CODE (Chapter 275): Yes, this request is consistent with Sections 275-34B(1).

SUBDIVISION CODE (CHAPTER 235): N/A

PUBLIC HEARING REQUIRED: No

CONCEPTUAL USE / SITE /ARCHITECTURAL REVIEW:

Use Approval Required: Yes

Site Plan Required: Yes, plans attached.

Architectural Review Required: Yes

PROPOSED ARCHITECTURE: The applicant is proposing a 7,970 sq. ft. building. A mixture of stone and brick veneers are being proposed on the exterior of the building.

UNIQUE SITE CHARACTERISTICS:

Environmental Corridor: No

Wetland On Property: No

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

NRCS Map Classification: N/A

Floodplain: No

Topography / Geologic: Site slopes to the southeast.

BIKE & PEDESTRIAN FACILITIES: Per Chapter 6, Figure 6:16 of the Comprehensive Plan, provide off road pedestrian facilities along Moorland Road. Consider using the City Center parking lot lights to match the surrounding area. Light pole specifications are available upon request.

PARK & OPEN SPACE PLAN: None Identified.

NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Yes, shown on plans.

Woodland, Tree, and Vegetation Protection: N/A

Wildlife Habitat Protection: N/A

Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Trees to be removed shall be shown on plans.

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

SANITARY SEWER PROVISION:

Within Current Sewer Service Area: Yes

Sewershed Capacity Available: Yes

Adequate Linkage: Yes

On-site system required: No

WATER USAGE CALCULATION: 800 GPD per new connection.

TRAFFIC IMPACT: A Traffic Impact Study is not required for this development.

SCHOOL DISTRICT IMPACT: N/A

PREVIOUS ACTION:

3885 S. Moorland Road

1955 Existing home built.

1962 Addition to home.

3875 S. Moorland Road

4/21/2015 Car wash proposed. Application withdrawn.

4/25/2015 1-Lot CSM to combine lots proposed. Application withdrawn.

4/27/2017 Hibachi restaurant proposed. Application withdrawn.

4/27/2017 1-Lot CSM to combine lots proposed. Application withdrawn.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

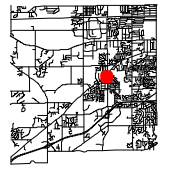
1. The applicant has simultaneously submitted a 1-Lot Certified Survey Map to combine the properties located at 3885 S. Moorland Road (Tax Key #: 1212.983.001) and 3875 S. Moorland Road (Tax Key #: 1212.984.001). See File #: LD-2501123.
2. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
3. Office use requires 1 parking space per 200 square feet of office use.
 - a. Parking required per Zoning Code: 40 stalls required – 7,970 square feet of office / 1 space per 200 square feet
 - b. 60 spaces are being provided.
4. All setbacks for the B-2 District have been met.
 - a. Front Setback: 40', Side Setback: 15', and Rear Setback: 25'.
5. The landscape buffer for office uses over 5,000 square feet, adjacent to single-family residential, has been met.
 - a. Substantial buffered of 25' required per Table 275-56-2.

D.R.C. RECOMMENDATION:

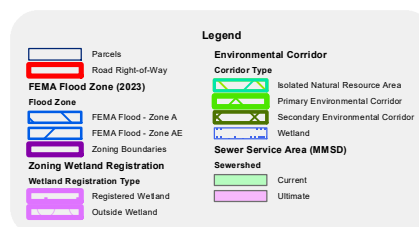
Recommend approval for the Use, Site and Architecture for Shorewest to construct an office building located at 3885 W. National Avenue (Tax Key #: 1212.983.001) and 3875 W. National Avenue (Tax Key #: 1212.984.001) subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:

Location Map
Plan of Operation
Plans



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



0 50 100 Feet

Plan of Operation - Shorewest, REALTORS®

1. Business Overview

- **Business Name:** Shorewest Realtors, Inc.
- **Business Structure:** S-Corp
- **Broker of Record:** Joe Horning and John Horning
- **Office Address:** 3885 S Moorland Road, New Berlin
- **Contact Information:** 262-784-8466, www.shorewest.com

2. Mission Statement

"We are a team...

Proudly independent;

Dedicated to serving the housing needs of Wisconsin;

Committed to unsurpassed customer service;

Pledged to share our talents for mutual growth and prosperity.."

3. Services Offered

- Residential and some Commercial Sales
- Buyer and Seller Representation
- Mortgage Services through Wisconsin Mortgage Corp.
- Title Services through Heritage Title Services, Inc.
- Property and Casualty Insurance
- Real Estate Education

4. Licensing & Compliance

- Maintain valid broker and agent licenses
- Comply with all state real estate commission regulations
- Adhere to Fair Housing Laws, ADA, and all relevant local ordinances
- Maintain Errors and Omissions (E&O) insurance

5. Office Operations

- **Office Hours:**
 - M-F 8:30am-5:00pm
 - Evenings and weekends by appointment
- **Staff:**
 - Manager, Adam Purcell
 - Asst Manager, Paula Bailey
 - Admin, Therese Hutchingon
 - 50 licensed real estate agents (independent contractors)

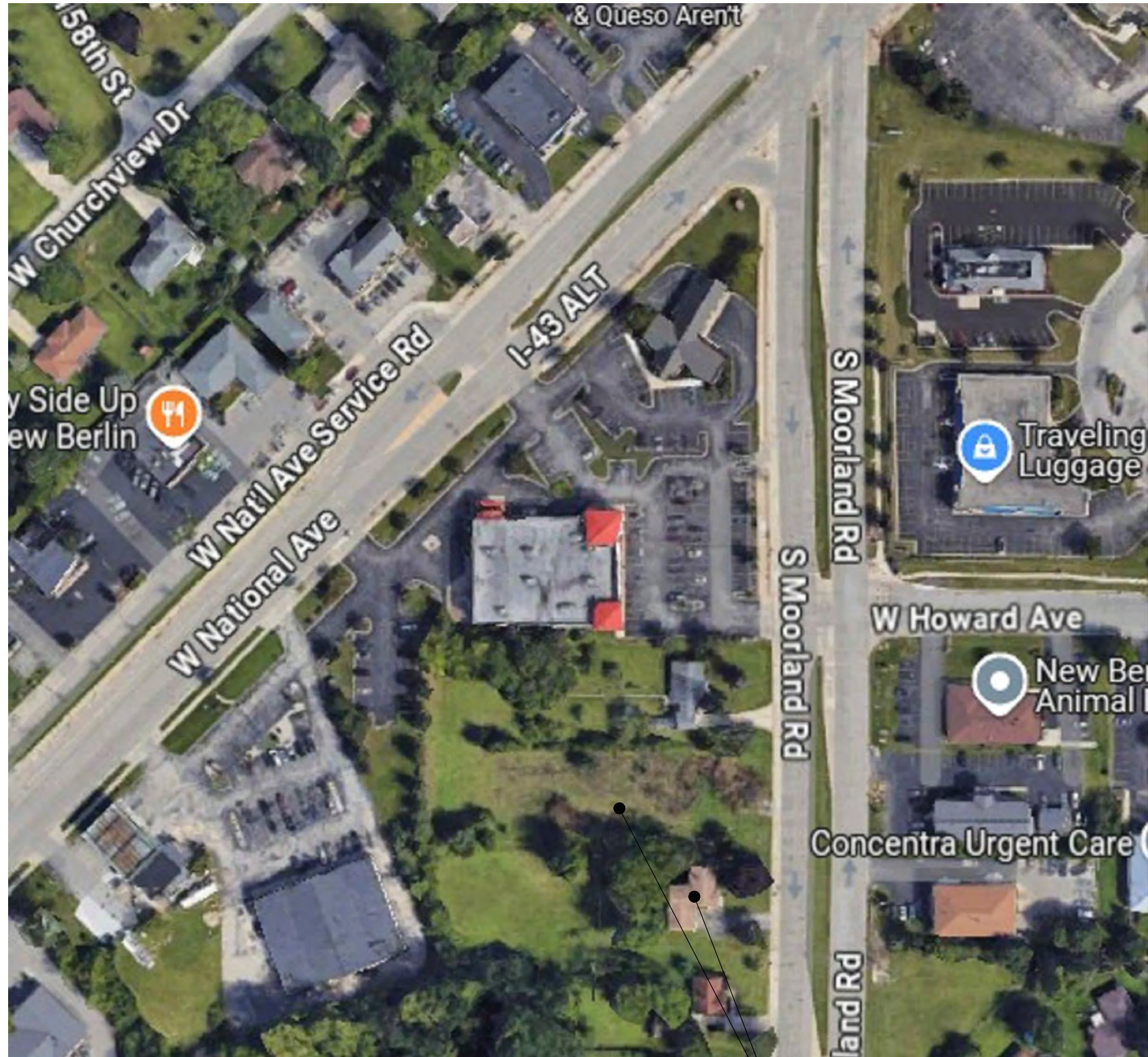


A New Building for:

Shorewest Realtors

3885 South Moorland Road
 City of New Berlin, WI 53151
 (Waukesha County)

VICINITY MAP



PROJECT
 LOCATION



ABBREVIATION KEY

A/C	AIR CONDITIONING	EJ	EXPANSION JOINT(S)	NT	INTERIOR	REC	RECESSED
ACT	ADJUSTABLE OR	ELEC	ELECTRICAL	JNT	JOINT	REG	REGULAR
ADJ	ADJUSTABLE OR	ELEV	ELEVATION OR	JST	JOIST	REIN	REINFORCE
	ADJACENT		ELEVATOR	LAM	LAMINATE	RO	ROUGH OPENING
AF	ABOVE FINISH FLOOR	EQ	EQUAL	LAV	LAVATORY	RTU	ROOF TOP UNIT (HVAC)
ALT	ALTERNATE	EQUIP	EQUIPMENT	LVL	LAMINATED	RT	REFER TO
ALUM	ALUMINUM	EQUIV	EQUIVALENT		STAND/VENEER LUMBER	SC	SOLID CORE
APPROX	APPROXIMATE	ETR	EXISTING TO REMAIN	MATL	MATERIAL	SECT	SECTION
ARCH	ARCHITECTURAL	EXP	EXPANSION OR EXPOSED	MAX	MAXIMUM	SIM	SIMILAR
#	AT	EXST	EXISTING	MDF	MEDIUM-DENSITY	SPEC	SPECIFICATION
BD	BOARD	EXT	EXTERIOR	FIBERBOARD	FIBERBOARD	S/P	STAIN & POLY
BLDG	BUILDING	FD	FLOOR DRAIN	MECH	MECHANICAL	SQ-FT, SF, #	SQUARE FOOT
B/O	BOTTOM OF	FDN	FOUNDATION	MED	MEDIUM	SQ-IN	SQUARE INCH
BRG	BEARING	FF	FINISH FLOOR	MFG	MANUFACTURER	SS	STAINLESS STEEL
CB	CEMENT BOARD	FIN	FINISH	MNYM	MISCELLANEOUS	SSM	SOLID SURFACE
CFB	COLD FORMED STEEL	FIXT	FIXTURE	MISC	MISCELLANEOUS		MATERIAL
CJ	CONSTRUCTION JOINT(S)	FLR	FLOOR	MO	MASONRY OPENING	STL	STEEL
&	CENTER LINE	FRP	FIBERGLASS REINFORCED	MR GUB	MOISTURE RESISTANT GUEB	STN	STAIN
CLG	CEILING	FRT	PLASTIC	MTL	METAL	STRUCT	STRUCTURAL
CLST	CLOSET		FIRE RESISTANCE	MI	MICROGLASS	SV	SHEET VINYL
CMU	CONCRETE MASONRY UNIT		TREATED	NIC	NOT IN CONTRACT	TBB	TILE BACKER BOARD
COL	COLUMN	FTG	FOOTING	NO *	NUMBER	TBD	TO BE DETERMINED
CONC	CONCRETE	FURN	FURNACE	NOM	NOMINAL	TB	TOP & BOTTOM
CONST	CONSTRUCTION	GA	GAUGE	NYS	NOT TO SCALE	TELE	TELEPHONE
CONT	CONTINUOUS	GALV	GALVANIZED	OV	OVERALL	TONGUE	TONGUE & GROOVE
CPET	COMMON PATH OF	GC	GENERAL CONTRACTOR	OC	ON CENTER	TJ	I-JOIST
	EGRESS TRAVEL	GFCI	GROUND FAULT CIRCUIT	OHD	OVERHEAD DOOR	T/O	TOP OF
OPT	CARPET		INTERRUPTER	ORP	OVERPROTE	TYP	TYPICAL
OT	CERAMIC TILE	GLULAM	GLUE LAMINATED TIMBER	OPT	OPTIONAL	UC	UNDER COUNTER
CTB	CERAMIC TILE BASE	GRT	GROUT	PERF	PERFORATED	UNC	UNLESS NOTED
CTB	DEMOLITION	GUB	GYPSPUM WALL BOARD	PL	PLATE	UNO	OTHERWISE
DIA, #	DIAETER	HC	HOLLOW CORE	E	PROPERTY LINE	VB	VINYL BASE
DM	DIMENSION	HDR	HEADER	FLAM	FLASTIC LAMINATE	VBC	VINYL BASE COVE
DIV	DIVISION	HDW	HARDWARE	FLYUD	FLYWOOD	VBS	VINYL BASE STRAIGHT
DN	DOWN	HGT	HEIGHT	FRFIN	FRERFINISHED	VCT	VINYL COMPOSITION TILE
DS	DOWNSPOUT	HM	HOLLOW METAL	FSF	FOUNDS PER SQ FT	VERT	VERTICAL
DW	DISHWASHER	HRZ	HORIZONTAL	FSI	FOUNDS PER SQ IN	V/F	VERIFY IN FIELD
DUGS	DRAWINGS	HUR	HOUR	PT	PAINT	W	WITH
EA	EACH	HYAC	HEAT, VENT, & AIR	PT	PRESERVATIVE TREATED	WB	WOOD BASE
EATD	EXIT ACCESS TRAVEL		CONDITIONING	PVC	POLYVINYLCHLORIDE	WD	WOOD
	DISTANCE	IHM	INSULATED HOLLOW	QTB	QUARRY TILE BASE	WH	WATER HEATER
EF	EPOXY FLOORING		METAL	QTB	QUARRY TILE BASE	WIC	WALK-IN CLOSET
EIFS	EXTERIOR INSULATION	ILO	IN LIEU OF	R	RADIUS	W/O	WITHOUT
	FINISH SYSTEM	INSUL	INSULATION OR INSULATE	RD	ROOF DRAIN	WUF	WELDED WIRE FABRIC

PARTICIPANTS

OWNER:	TENANT:
Shorewest Realtors 11450 West North Avenue Brookfield, WI 53045 Tele: (262) 289-6201 Fax: N/A Contact: John P Horning E-mail: jphorning@shorewest.com	Shorewest Realtors 3885 South Moorland Road New Berlin, WI 53151 Tele: (262) 784-8466 Fax: N/A Contact: John P Horning E-mail: jphorning@shorewest.com
ARCHITECT:	
Perspective Design, Inc. 11525 W. North Avenue Wauwatosa, WI 53226 Tele: (414) 302-1780 x 201 Fax: (414) 302-1781 Contact: William Conine - Project Manager E-mail: wconine@pdi-arch.com	
GENERAL CONTRACTOR / CONSTRUCTION MANAGER:	
T.B.D.	
CIVIL ENGINEER:	
JSD Professional Services, Inc. W238 N1610 Busse Rd., Suite 100 Waukesha, WI 53186 Tele: (262) 513-0666 Fax: (414) 443-1311 Contact: Christopher Jackson E-mail: christopher.jackson@jsdinc.com	
STRUCTURAL ENGINEER:	
Pierce Engineers 181 North Broadway Milwaukee, WI 53202 Tele: (414) 218-6020 Fax: (414) 218-6061 Contact: Eric Felle E-mail: efelle@pierceengineers.com Direct: (414) 988-7464	
LANDSCAPE ARCHITECT / DESIGNER:	INTERIOR DESIGNER:
InSite Landscape Design, Inc. 11525 W. North Avenue Wauwatosa, WI 53226 Tele: (414) 476-1204 Fax: n/a Contact: Michael C. Davis E-mail: mdavis@insitelandscape.com	B&J Inc. W222 N630 Cheaney Road Waukesha, WI 53186 Tele: (262) 955-6400 Fax: N/A Contact: Kate Venturini E-mail: kventurini@buildingservices.com Cell: (262) 705-5638
INTERIOR LIGHTING DESIGNER:	MECHANICAL ENGINEER/DESIGN BUILD:
Lighting Elements, LLC. 25118 Portsmouth Road Wind Lake, WI 53185 Tele: N/A Fax: N/A Contact: Tracie Losch E-mail: tlo@lightingelements.design Cell: (414) 915-9334	T.B.D.
ELECTRICAL ENGINEER/DESIGN BUILD:	PLUMBING ENGINEER/DESIGN BUILD:
T.B.D.	T.B.D.

DRAWING INDEX	CODE REFERENCE
GENERAL:	BUILDING CODE: WI COMMERCIAL BUILDING CODE ADOPTION OF THE INTERNATIONAL CODES SUBJECT TO THE MODIFICATION SPECIFIED BY WI DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES, CHAPTER 361-366 • INTERNATIONAL BUILDING CODE - 2015 • INTERNATIONAL ENERGY CONSERVATION CODE - 2015 • COMCHECK (LATEST WEB RELEASE) • INTERNATIONAL MECHANICAL CODE - 2015 • INTERNATIONAL FUEL GAS CODE - 2015 • INTERNATIONAL EXISTING BUILDING CODE - 2015 ACCESSIBILITY CODES: • INTERNATIONAL BUILDING CODE - 2015, CHAPTER 11 • ICC A111 - 2009 • D.O.J. - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN MECHANICAL CODE: • INTERNATIONAL MECHANICAL CODE - 2015 • INTERNATIONAL FUEL GAS CODE - 2015 • WI SAFETY & PROFESSIONAL SERVICES, CHAPTERS 364 & 365 ELECTRICAL CODE: • INTERNATIONAL BUILDING CODE - 2015, CHAPTER 21 • WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 316 REFERENCE NATIONAL ELECTRIC CODE • NFPA 70 - NATIONAL ELECTRIC CODE (NEC) - 2011 SUBJECT TO THE CHANGES, ADDITIONS OR OMISSIONS SPECIFIED IN SUB CHAPTER III OF SP9 CHAPTER 316 PLUMBING CODE: • INTERNATIONAL BUILDING CODE - 2015, CHAPTER 29 • WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 381-381 FIRE PREVENTION: • WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 314 REFERENCE NFPA • NFPA 1 FIRE CODE - 2011 AND/OR LOCAL FIRE ORDINANCE IF APPLICABLE SUBJECT TO THE MODIFICATIONS AS SPECIFIED IN SP9 CHAPTER 314 • INTERNATIONAL FIRE CODE - 2015 (AS REFERENCED BY THE IBC - 2015) CIVIL ENGINEER: CIVIL ENGINEER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL CODES RELATED TO STORM WATER MANAGEMENT, EROSION CONTROL, SOIL DISTURBANCE, AND NATURAL RESOURCE PROTECTION. EMERGENCY EGRESS LIGHTING: • THESE DOCUMENTS DENOTE AN EGRESS PLAN SHOWING THE PATH WHERE EXIT LIGHTS & EMERGENCY EGRESS LIGHTING MAY BE REQUIRED. • FOR NEW BUILDINGS, ADDITIONS OR ALTERATIONS THAT CREATE NEW EGRESS PATHS, THE ELECTRICAL DESIGNER SHALL PROVIDE, AT THE PROJECT SITE DURING CONSTRUCTION, EMERGENCY LIGHTING CUT-SHEETS, CALCULATIONS, PHOTOMETRICS OR OTHER MEANS TO SHOW COMPLIANCE WITH AFFICABLE CODES. LIGHTING & ENERGY CONSERVATION: ELECTRICAL DESIGNER SHALL PREPARE A LIGHTING PLAN AND PROVIDE, AT THE PROJECT SITE DURING CONSTRUCTION, LIGHTING PLANS AS WELL AS FIXTURE CUT-SHEETS AND ENERGY CALCULATIONS TO SHOW COMPLIANCE WITH THE ENERGY CODE.
CIVIL:	
C10 DEMO PLAN C20 SITE PLAN C30 GRADING PLAN C40 UTILITY PLAN	
LANDSCAPE:	
LSP11 PROP. LANDSCAPE PLAN LSP12 PROP. TREE MITIGATION PLAN LSP13 PROP. LANDSCAPE PLAN PHO11 PROP. PHOTOMETRIC LIGHT PLAN PHO12 PROP. BUILDING MOUNTED LIGHTS FIXTURES PHO13 PROP. SITE AREA LIGHT FIXTURES	
ARCHITECTURAL:	
8P11 ARCHITECTURAL SITE PLAN A11 1ST FLR SHELL FLOOR PLAN A12 1ST FLR DIMENSIONED FLOOR PLAN A13 1ST FLR FFE FLOOR PLAN A14 1ST FLR REFLECTED CEILING PLAN A15 2ND LEVEL FLOOR PLAN A16 2ND LEVEL ROOF PLAN A20 BUILDING ELEVATIONS WITH SAMPLES A21 BUILDING ELEVATIONS A22 BUILDING ELEVATIONS A23 BUILDING ELEVATIONS A24 BUILDING ELEVATIONS	
STRUCTURAL:	
MECHANICAL:	
ELECTRICAL:	
PLUMBING:	
FIRE PROTECTION:	

NOT FOR CONSTRUCTION

- PRELIMINARY -
 FOR ESTIMATING AND REVIEW ONLY

DO NOT SCALE THESE DRAWINGS

PROJECT DESCRIPTION:	B-2 (GENERAL RETAIL SALES AND SERVICE DISTRICT)
ZONING CODE	IBC/US-SPS 361-366
BUILDING CODE	NEW CONSTRUCTION
CLASSIFICATION OF WORK	LEVEL 3
TYPE OF WORK	
USE & OCCUPANCY:	(B) BUSINESS
MAJOR USE	(B-1) STORAGE
GENERAL BUILDING DATA:	ALLOWED
APPROX HEIGHT	40'-0"
GROSS BUILDING AREA	9000 SQ FT
NUMBER OF STORIES	1 STORY
NUMBER OF FLOORS	2 FLOOR
TYPE OF CONSTRUCTION:	3-B (WOOD FRAME UNPROTECTED)
FIRE RESISTANCE RATED CONE:	NONE
EXTERIOR WALL OPENINGS	ALLOWED
NORTH (6" FIRE SEP. DIST.)	100% MAX
SOUTH (3" FIRE SEP. DIST.)	100% MAX
EAST (48" FIRE SEP. DIST.)	100% MAX
WEST (24" FIRE SEP. DIST.)	100% MAX
(OPENINGS ARE NOT LIMITED IN EXTERIOR WALLS PER IBC 1004)	LESS THAN 100%
FIRE PROTECTION SYSTEMS:	
AUTOMATIC SPRINKLER	NOT REQUIRED
FIRE ALARM	NOT REQUIRED
FIRE DETECTION	NOT REQUIRED
SPOKE ALARM & DETECTION	NOT REQUIRED
MEANS OF EGRESS & GROSS BUILDING AREA:	REQUIRED
TOTAL OCCUPANT LOAD	N/A
TOTAL EGRESS WIDTH	10"
TOTAL STAIRWAY WIDTH	10"
COMMON PATH OF TRAVEL	75'
EXIT TRAVEL DISTANCE	200' MAX
OCCUPANT LOAD DETERMINING PLUMBING FIXTURES:	
PLUMBING FIXTURES:	REQUIRED
TOILET	1
WATERCLOSETS	2
URINALS	0
LAVATORIES	1
FEEDAL:	
WATERCLOSETS	2
LAVATORIES	2
DRINKING FOUNTAINS:	2
TRINKET PROVIDED BOTTLED WATER DISPENSER	0
OTHER (SERVICE/PEEP SINKS)	1

New Building for:
Shorewest Realtors
 3885 South Moorland Road
 New Berlin, WI 53151

**PERSPECTIVE
 DESIGN, INC.**
 11525 W. North Avenue
 Wauwatosa, WI 53226
 Tel (414) 302-1780 Fax (414) 302-1781



DRAWING
 TITLE:

THIS
 BOX IS
 12" x 12"

TITLE SHEET

DATE: 06/27/25

SCALE: NONE

DRAWN: WHC

JOB: 25-008

SHEET:

T1



BUILDING RENDERING
SCALE: N/A

DO NOT SCALE THESE DRAWINGS

NOT FOR CONSTRUCTION

- PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

FILE SIZE: 18MB ± 30" x 40" SHEET

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**PERSPECTIVE
DESIGN, INC.**
11525 N. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

REV. #	REV. DATE	DESCRIPTION	REV. BY:	REV. #	REV. DATE	DESCRIPTION	REV. BY:
-	06/17/25	PRE-APPLICATION MEETING	WHC				
-	06/27/25	PLAN COMMISSION SUBMISSION (08/13/25)	WHC				

Project:

DATE:	08/08/25
SCALE:	AS NOTED
DRAWN:	WHC
JOB:	25-008
SHEET:	G1.1

Legal description:

PARCEL A:

That part of the Southeast 1/4 of Section 15, Township 6 North, Range 20 East, Town of New Berlin (now City of New Berlin), Waukesha County, Wisconsin, bounded and described as follows: Commencing at a point in the East line of the said 1/4 Section, which is North 01 degrees 50 minutes East, 103 feet to the Southeast corner of the said 1/4 Section, running thence West and parallel to the South line of the said 1/4 Section, 371.30 feet to a point; thence North 102.89 feet to a point; thence East 374.59 feet to a point in the East line of the said 1/4 Section; and thence South 01 degrees 50 minutes West along the East line of the said 1/4 Section, 103.00 feet to the place of beginning, EXCEPTING THEREFROM that portion conveyed to City of New Berlin, recorded October 30, 1962, as Document No. 576306.

Parcel consists of 33,576 square feet or 0.77079 acres of land, more or less.

Tax ID No. NBC 1212.984.001

PARCEL B:

Commencing at the Southeast Corner of the said 1/4 Section, running thence West along the South line of the said 1/4 section 368 feet to a point; thence North 103 to a point; thence East and parallel to the South line of said 1/4 section 371.30 feet to a point in the East line of the said 1/4 Section; and thence South 1°50' West along the East line of the said 1/4 Section 103 feet to the place of beginning.

Except the East 33 feet of said property conveyed for highway purposes.

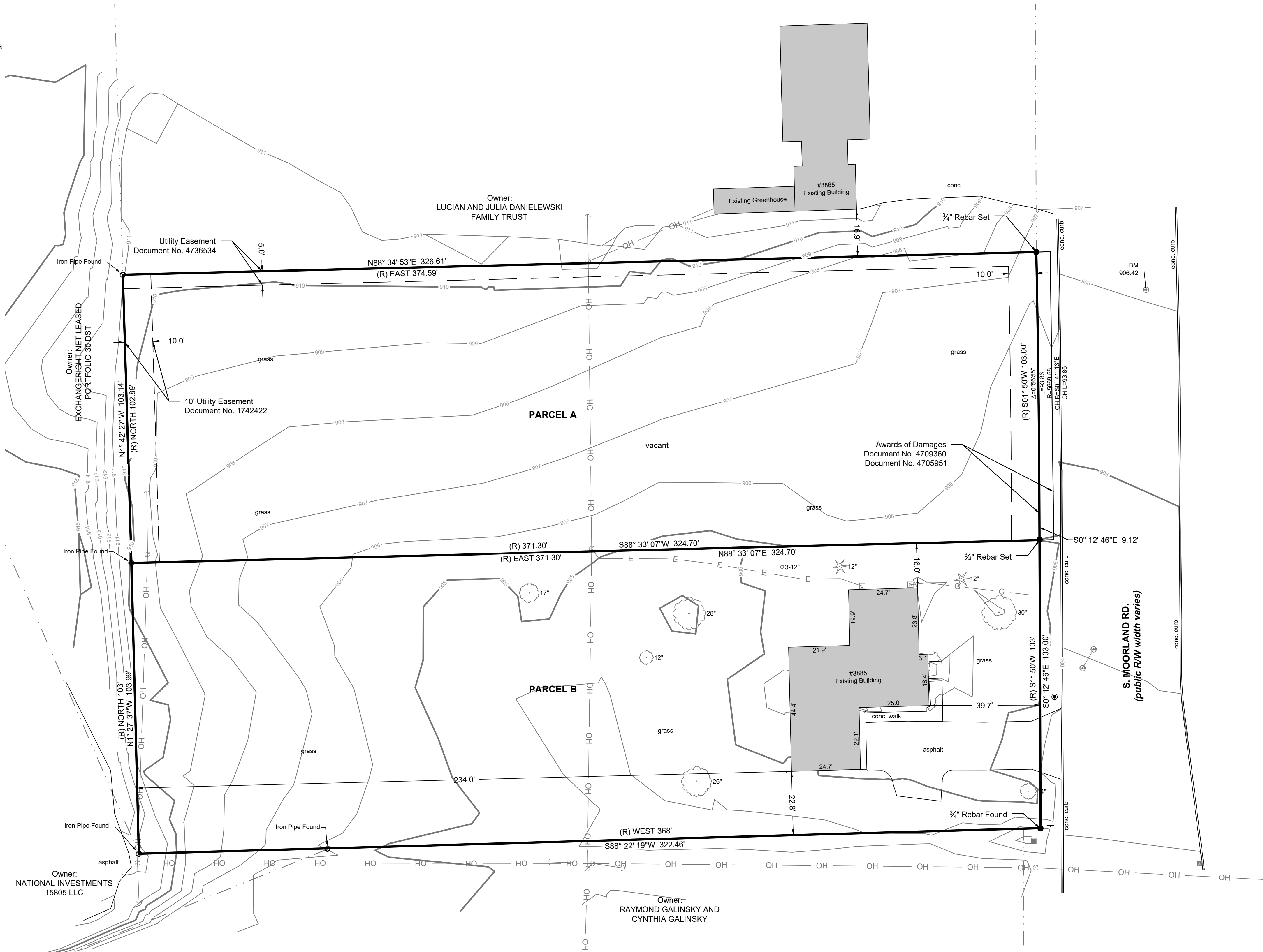
Except land conveyed in the instrument dated October 27, 1978 and recorded on November 6, 1978 in Reel 332, Image 209, as Document No. 1071815.

Parcel consists of 33,485 square feet or 0.76871 acres of land, more or less.

Tax ID No. NBC 1212.983.001

GENERAL NOTES:

- The underground utility information shown on this drawing is based on field locations and/or records furnished by municipalities and utility companies, the location and accuracy of which cannot be guaranteed. There may be additional underground utility installations within the project area that are not shown.
- Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1983.
- Parcel falls within **Zone X, Areas determined to be outside the 0.2% annual chance floodplain**, per FEMA FIRM Panel 55133C0351H, effective date of 10/19/2023.
- Site contains a total of 0 parking spaces.
- No evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- No proposed changes in street right of way lines made available to the surveyor by the controlling jurisdiction. No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- (R) Indicates recorded as bearing and or distances.



I, Kevin A. Slotke, Professional Land Surveyor, certify that I have surveyed the above described property, to the best of my knowledge and ability, and that the map shown hereon is a true representation thereof and shows the size and location of the property, it's exterior boundaries, the location of all visible structures thereon, boundary fences, apparent easements, roadways and encroachments, if any.



Date: 3/03/2025

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thisigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

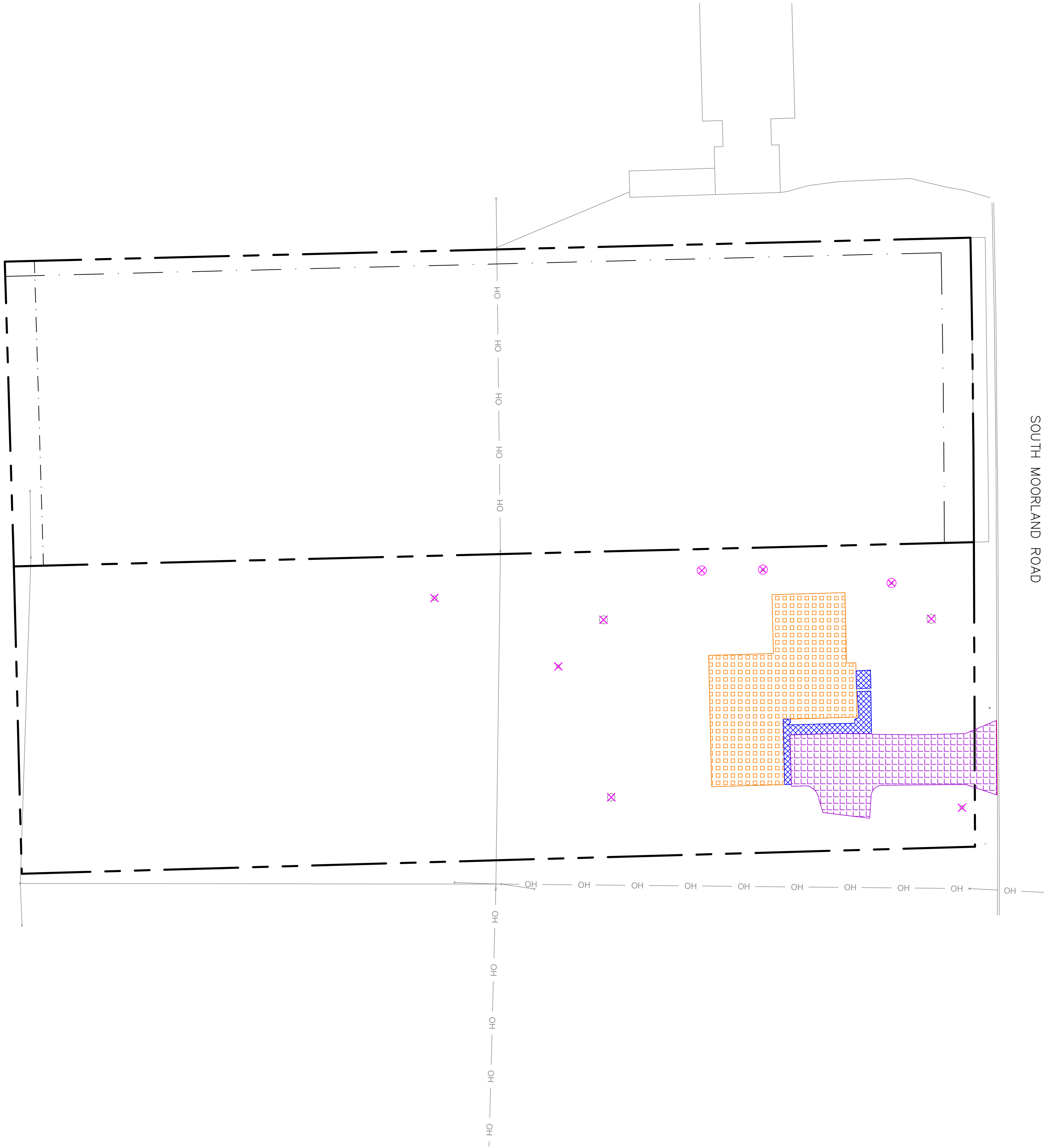
LEGEND	
---	SECTION 1/4 SECTION LINE
---	PROPERTY LINE
---	EASEMENT
---	CHAIN LINK FENCE
---	GUARD RAIL
---	METAL FENCE
---	WOOD FENCE
---	TREE LINE
---	OVERHEAD UTILITY LINE
---	ELECTRIC
---	TELEPHONE
---	FIBER OPTIC
---	CABLE TV
---	SANITARY SEWER
---	FORCE MAIN
---	MULTIHOUSE INTERCEPTOR SEWER
---	COMBINED SANITARY & STORM SEWER
---	STORM SEWER
---	WATER MAIN
---	GAS
---	WETLAND
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	IRON PIPE FOUNDSET
---	REBAR FOUNDSET
---	CHISELED CROSS FOUNDSET
---	PK NAIL FOUNDSET
---	SPRING
---	MONUMENT
---	BENCHMARK
---	DECEIDUOUS TREE (Diameter)
---	CONIFEROUS TREE (Diameter)
---	BUSH
---	POST
---	SOIL BORING
---	MONITORING WELL
---	CULVERT END
---	LIGHT POLE
---	FLAG POLE
---	PARKING METER
---	TRAFFIC SIGNAL

3885 & 3875 S MOORLAND RD.
NEW BERLIN, WISCONSIN

PLAT OF SURVEY

NO. REVISION	DATE BY
DRAWN BY:	NGC
DATE:	03/03/2025
PROJECT NO:	23803
CHECKED BY:	KAS
SHEET NO.:	

File: USDINCnew\project\32929\3292916526\DWG\Ch1 Sheets\25-16526 Demo.dwg Layout: 30x42 SHEET User: alexis.habermann Plotted: Jun 25, 2025 - 1:38pm Xref's:

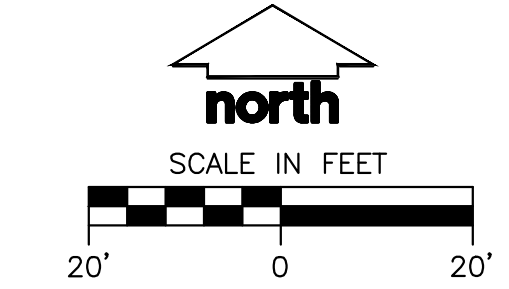


DEMOLITION NOTES

1. THIS PLAN INDICATES ITEMS ON THE PROPERTY INTENDED FOR DEMOLITION BASED ON THE CURRENT SITE DESIGN THAT HAVE BEEN IDENTIFIED BY A REASONABLE OBSERVATION OF THE EXISTING CONDITIONS THROUGH FIELD SURVEY RECONNAISSANCE. "DIGGERS HOTLINE" LOCATION, AND GENERAL "STANDARD OF CARE". THERE MAY BE ADDITIONAL ITEMS THAT CAN NOT BE IDENTIFIED BY A REASONABLE ABOVEGROUND OBSERVATION, OF WHICH THE ENGINEER WOULD HAVE NO KNOWLEDGE OR MAY BE A PART OF ANOTHER DESIGN DISCIPLINE. IT IS THE CONTRACTOR/SIDDER'S RESPONSIBILITY TO REVIEW THE PLANS, INSPECT THE SITE, AND PROVIDE THEIR OWN DUE DILIGENCE TO INCLUDE IN THEIR BID WHAT ADDITIONAL ITEMS, IN THEIR OPINION, MAY BE NECESSARY FOR DEMOLITION. ANY ADDITIONAL ITEMS IDENTIFIED BY THE CONTRACTOR/SIDDER SHALL BE IDENTIFIED IN THE BID AND REPORTED TO THE ENGINEER OF RECORD. JSD TAKES NO RESPONSIBILITY FOR ITEMS ON THE PROPERTY THAT COULD NOT BE LOCATED BY A REASONABLE OBSERVATION OF THE PROPERTY OR OF WHICH THEY WOULD HAVE NO KNOWLEDGE.
2. CONTRACTOR SHALL KEEP ALL STREETS AND PRIVATE DRIVES FREE AND CLEAR OF ALL CONSTRUCTION-RELATED DIRT, DUST, AND DEBRIS.
3. ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS SPECIFICALLY CALLED OUT FOR PROTECTION. ALL TREES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY. STUMPS MAY BE GROUND TO PROPOSED SUBGRADE IN GRASSED AREAS ONLY UNLESS DIRECTED BY ENGINEER.
4. ALL LIGHT POLES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING BASE AND ALL APPURTENANCES. SALVAGE FOR RELOCATION, COORDINATE RELOCATION AND/OR ABANDONMENT OF ALL ELECTRIC LINES WITH ELECTRICAL ENGINEER AND OWNER PRIOR TO DEMOLITION.
5. ABANDONED/REMOVED ITEMS SHALL BE LEGALLY DISPOSED OF OFFSITE UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO REPLACE ALL SIDEWALK, ASPHALT, AND CURB AND GUTTER ABUTTING THE PROPERTIES THAT WERE DAMAGED BY THE CONSTRUCTION.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO:
 - 7.1. EXAMINE ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - 7.2. VERIFY UTILITY ELEVATIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCIES ARE RESOLVED.
 - 7.3. NOTIFY ALL UTILITIES OWNERS PRIOR TO THE REMOVAL OF ANY UNDERGROUND UTILITIES.
 - 7.4. NOTIFY THE DESIGN ENGINEER AND LOCAL CONTROLLING MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION.
8. ANY UTILITIES THAT ARE DAMAGED BY THE CONTRACTORS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
9. CONTRACTOR SHALL COORDINATE PRIVATE UTILITY REMOVAL/ABANDONMENT AND NECESSARY RELOCATION WITH RESPECTIVE UTILITY COMPANY. CONTRACTOR SHALL COORDINATE WITH PRIVATE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
10. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE APPROVED JURISDICTION'S RECYCLING PLAN.
11. ALL EXISTING UTILITIES SHALL BE FIELD LOCATED AND CLEARLY MARKED BY CONTRACTOR PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES OCCUR IN THE LOCATION SHOWN OR PROPOSED IMPROVEMENTS IMPACTING EXISTING UTILITY LINE LOCATIONS). CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING UTILITY LINE OPENINGS (ULO) TO CONFIRM LOCATIONS OR ELEVATIONS, AS REQUESTED BY THE ENGINEER.
12. SEWER ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 3.2.24 OF THE STANDARD SPECIFICATIONS AND JURISDICTIONAL SPECIFICATIONS.
13. ALL PERIMETER EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITIES. CONTRACTOR SHALL KEEP ALL STREETS AND PAVEMENTS FREE AND CLEAR OF ALL CONSTRUCTION-RELATED DIRT, DUST, AND DEBRIS.
14. CONTRACTOR SHALL REMOVE EXISTING UTILITY PIPE OR ABANDON IN PLACE PER CITY & STATE REQUIREMENTS OR PROVIDE PIPE BACKFILLING AFTER REMOVAL OF EXISTING UTILITIES WITHIN BUILDING FOOTPRINT USING "LOW DENSITY CONCRETE/FLOWABLE FILL".

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- DEMOLITION - REMOVAL OF ONSITE CURB SURFACES AND BASE COURSE
- DEMOLITION - REMOVAL OF ASPHALT SURFACES
- DEMOLITION - REMOVAL OF CONCRETE SURFACES
- DEMOLITION - REMOVAL OF BUILDINGS/STRUCTURES
- TREE REMOVAL
- SHRUB REMOVAL



CREATE THE VISION TELL THE STORY

jsdinc.com

MILWAUKEE REGIONAL OFFICE
W238 N1610 BOUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
SHOREWEST REALTORS

CLIENT ADDRESS:
3885 SOUTH MOORLAND ROAD
NEW BERLIN, WI, 53151

PROJECT:
SHOREWEST REALTORS

PROJECT LOCATION:
3885 SOUTH MOORLAND ROAD
NEW BERLIN, WAUKESHA
WI, 53151

PLAN MODIFICATIONS:		
#	Date:	Description:
1	06/17/2025	Pre-Application Meeting
2	06/27/2025	Plan Commission Submission
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Designed By:
Reviewed By:
Approved By:

SHEET TITLE:
DEMO PLAN

SHEET NUMBER:
C1.0

JSD PROJECT NO: 25-16526

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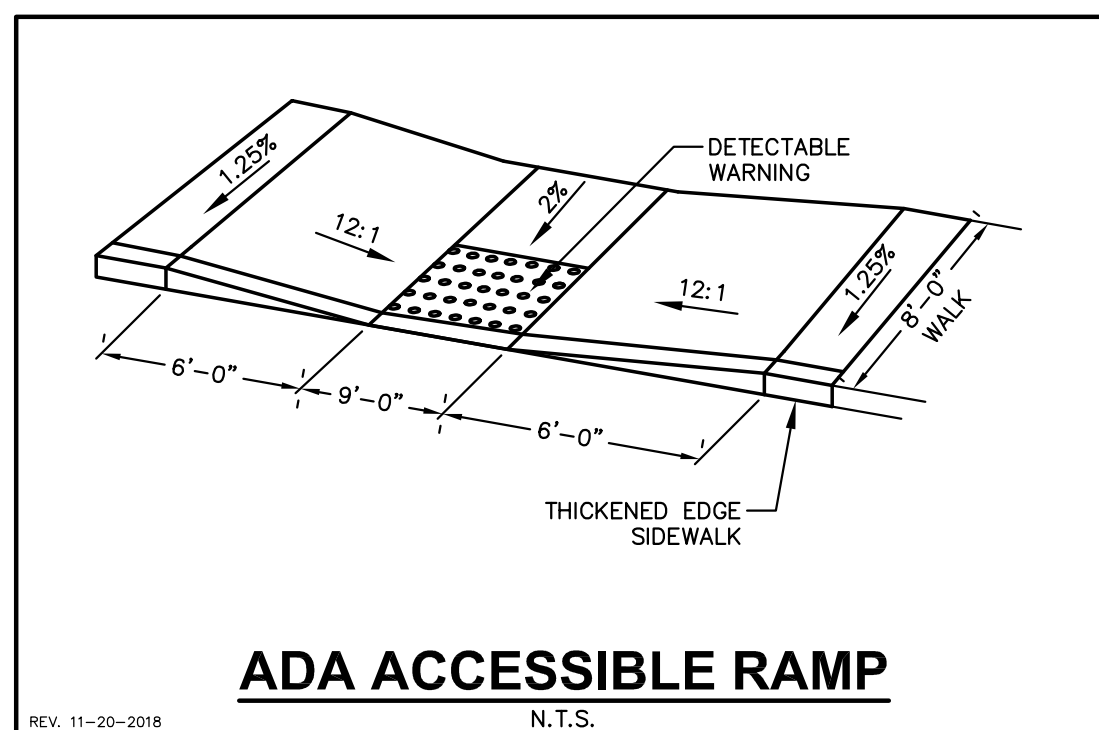
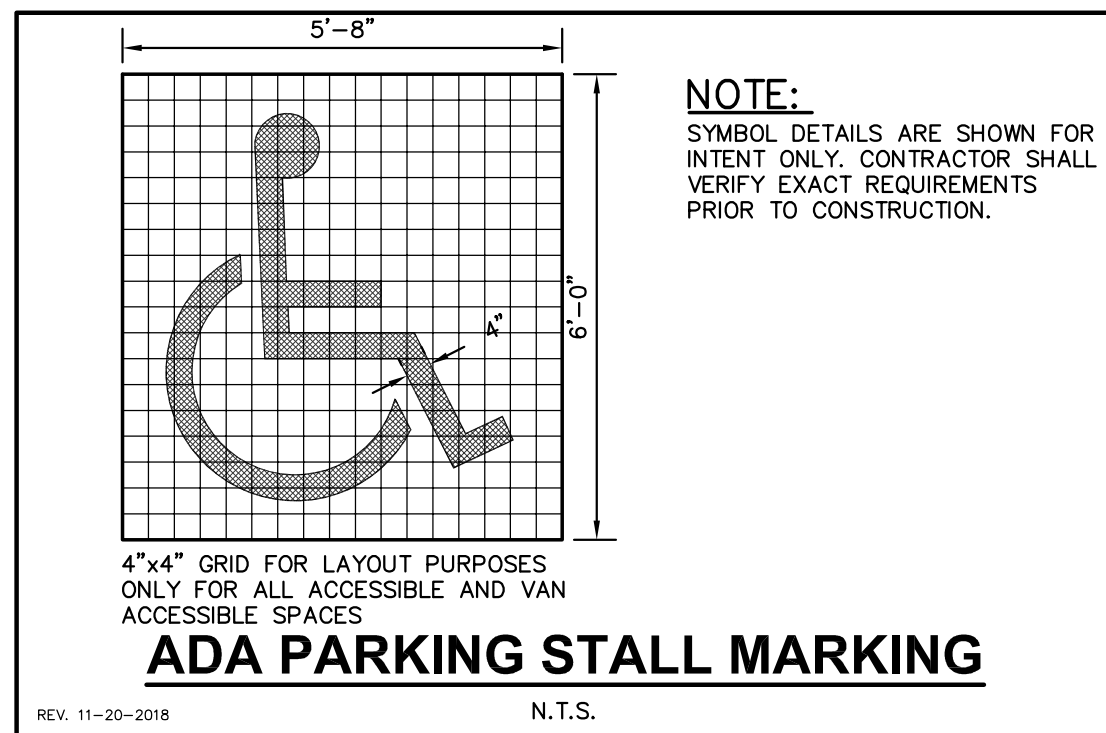


1. REFER TO PAVEMENT RECOMMENDATIONS IN THE GEO TECHNICAL INVESTIGATION REPORT, PREPARED BY [GEO TECH NAME] TITLED [GEO TECH REPORT TITLE] DATED [DATE] IF THERE ARE ANY DISCREPANCIES BETWEEN THIS DETAIL AND THE PAVEMENT RECOMMENDATIONS PROVIDED IN THE GEO TECHNICAL INVESTIGATION REPORT. THE GEO TECHNICAL REPORT SHALL GOVERN.

2. WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, INCLUDING SUPPLEMENTAL SPECIFICATIONS, COMPACTION REQUIREMENTS:
- BITUMINOUS CONCRETE: REFER TO SECTION 460-3.
- BASE COURSE: REFER TO SECTION 301.3.4.2, STANDARD COMPACTION.

3. CONCRETE EQUIPMENT PADS SHALL HAVE A MINIMUM ☒ THICK PORTLAND CEMENTER CONCRETE OVER COMPACTED ☒ THICK DENSE GRADED BASE WITH REINFORCEMENT FOR CRACK CONTROL.

N.T.S



SITE INFORMATION		
PARCEL NO.	121284001	
SITE AREA	67,061 S.F.	(1,540 ACRES)
NUMBER OF PARKING STALLS		
SURFACE		
STANDARD		57
ACCESSIBLE		3
TOTAL SURFACE		60
SITE COVERAGE ANALYSIS		
EXISTING IMPERVIOUS SURFACE AREA	3,782 SF	(0.087 ACRES)
EXISTING PERVIOUS SURFACE AREA	63,279 SF	(1.453 ACRES)
PROPOSED PAVED AREA	27,419 SF	(0.629 ACRES)
PROPOSED BUILDING FOOTPRINT	7,933 SF	(0.182 ACRES)
PROPOSED IMPERVIOUS SURFACE AREA	35,352 SF	(0.812 ACRES)
PROPOSED IMPERVIOUS SITE PERCENTAGE		53%
PROPOSED PERVIOUS SURFACE AREA	31,709 SF	(0.728 ACRES)
PROPOSED PERVIOUS SITE PERCENTAGE		47%
PROPOSED NET IMPERVIOUS INCREASE	31,570 SF	(0.725 ACRES)
PROPOSED ON VALUE		87
DISTURBED AREA	67,061 SF	(1,540 ACRES)

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE RIGHT-OF-WAY AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, JURISDICTIONAL SPECIFICATIONS, AND APPROVED BY THE JURISDICTION HAVING AUTHORITY.
3. EXISTING GRADE SLOPE ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
4. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
5. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
6. CONTRACTOR SHALL RESTORE ALL BUILDINGS, PAVEMENT, PIPES, SLOPES, AND STRUCTURES DAMAGED BY THE CONTRACT TO PRE-EXISTING OR BETTER CONDITIONS.
7. THE RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE JURISDICTIONAL AUTHORITY AND IS SUBJECT TO CHANGE AT ANY TIME.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.
9. ANY REFERENCES TO THE TERMS OR ENTITY ABBREVIATIONS IN THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE UNDERSTOOD AS:
 - 9.1. "JURISDICTION" - THE LOCAL GOVERNMENTAL AGENCY (I.E. CITY, VILLAGE, TOWN, COUNTY, STATE, OR UTILITY SERVICE PROVIDER) HAVING AUTHORITY.
 - 9.2. "STATE HIGHWAY SPECIFICATIONS" - STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION AND SUPPLEMENTS.
 - 9.3. "STANDARD SPECIFICATIONS" - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, CURRENT EDITION AND SUPPLEMENTS.
 - 9.4. WISCONSIN DEPARTMENT OF TRANSPORTATION - "WISDOT"
 - 9.5. WISCONSIN DEPARTMENT OF NATURE RESOURCES - "WDNR"
 - 9.6. DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES - "DPS" OR "SPS"

GENERAL

1. PAYING SHALL CONFORM TO STATE HIGHWAY SPECIFICATIONS, APPLICABLE JURISDICTIONAL SPECIFICATIONS AND THE GEOTECHNICAL RECORD. THE TYPE AND TYPICAL SIZE OF ALL REFERENCES TO THE "GEOTECHNICAL RECORD" SHALL BE UNDERSTOOD AS THE AFORESAIONMENTED RECORD.

2. ALL PAYING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.

3. CEMENT PORT GRADINGS ARE TO EDGE OF PAVEMENT UNLESS SPECIFIED OTHERWISE.

4. SURFACE PREPARATION - NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING UNTIL DEFECTS ARE DEFINED AND CORRECTED. ALL DEFECTS MUST BE REPAIRED AND READY TO RECEIVE PAVING.

5. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER, PAVEMENT, OR SIDEWALK SHALL MATCH EXISTING AND MEET JURISDICTIONAL REQUIREMENTS.

CRUSHED AGGREGATE BASE COURSE SPECIFICATIONS:

1. THE CRUSHED AGGREGATE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305 OF THE STATE HIGHWAY SPECIFICATIONS.

2. RECLAIMED OR CRUSHED ASPHALT MAY NOT BE USED AS CRUSHED AGGREGATE BASE COURSE UNLESS IT IS SPECIFICALLY APPROVED BY THE ENGINEER OF RECORD, USE OF ANY OTHER REPROCESSSED OR BLENDED MATERIAL MUST FIRST BE APPROVED BY ENGINEER OF RECORD.

3. CRUSHED AGGREGATE BASE COURSE ON FROZEN CONDITIONS UNLESS THE ENGINEER APPROVES OTHERWISE.

4. DO NOT PLACE BASE ON FOUNDATIONS THAT ARE SOFT, SPONGY, OR COVERED BY ICE OR SNOW.

HOT MIXED ASPHALT (HMA) PAVING SPECIFICATIONS:

1. THE PLACING, CONTRACTING, AND COMPOSITION OF THE BASE COURSE AND HMA SURFACE COURSE SHALL CONFORM TO ALL THE REQUIREMENTS OF SECTIONS 400, 405, 450, AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.

2. WEATHER LIMITATIONS:

a. DO NOT PLACE HMA WHEN BASE IS WET OR CONTAINS EXCESS MOISTURE.

b. DO NOT PLACE ASPHALTIC MIXTURE WHEN THE AIR TEMPERATURE IS APPROXIMATELY 3° ABOVE GRADE, IN THE BASE COURSE AND PAVEMENT, AND THE SURFACE-DRY AND FREE OF ICE AND FOREIGN MATERIAL. DO NOT PLACE ASPHALTIC MIXTURE UNTIL A PREPARED, FIRM AND COMPACTED BASE, FOUNDATION LAYER, OR SUBGRADE IS AVAILABLE.

c. DO NOT PLACE ASPHALTIC MIXTURE ON FROZEN OR UNSTABLE SUBGRADE OR FORECASTER MATERIAL. DO NOT PLACE OVER FROZEN SUBGRADE OR BASE, OR WHERE THE ROADBED IS UNSTABLE.

3. ANY TACK COAT ONLY WHEN THE AIR TEMPERATURE IS 32°F OR MORE UNLESS THE ENGINEER APPROVES OTHERWISE IN WRITING.

4. ALL ASPHALT (BOTH UPPER AND LOWER LAYERS) SHALL BE DELIVERED TO THE PROJECT SITE AT A MINIMUM OF 100°F.

5. CONTRACTOR SHALL ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.

BINDER COURSE AGGREGATE:

1. THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTION 460 OF THE STATE HIGHWAY SPECIFICATIONS.

2. SURFACE COURSE AGGREGATE

3.1. THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460 AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.

4. ASPHALTIC MATERIALS

5. THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTIONS 455, 460, AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.

CONCRETE PAVING SPECIFICATIONS:

1. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 405, 415, AND 416 OF THE STATE HIGHWAY SPECIFICATIONS.

2. CURING COMPOUNDS SHALL CONFORM TO SECTION 416 OF THE STATE HIGHWAY SPECIFICATIONS.

3. CONTRACTOR SHALL SHOW THE SPACING PLAN TO ENGINEER IF NOT INCLUDED IN THE PLANS. CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS OF ONE-QUARTER CURE THICKNESS AT AN EQUAL RATIO OF LENGTH TO WIDTH WHEREVER POSSIBLE WITH A MAXIMUM LENGTH BETWEEN JOINTS OF 150 FEET.

4. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN SIDEWALKS AT A MAXIMUM 10' SPART.

5. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN ASPHALTIC PAVEMENT OR DIRECTLY TO ASPHALTIC PAVEMENT OR SURFACING, LOCATE JOINTS EVERYWHERE THAT TANGENT AND RADIAL CURBS OR CURB AND GUTTER MEET; ON EACH SIDE OF EVERY INLET 3' FROM THE INLET, BUT NO CLOSER THAN 6' FROM ANOTHER TANGENT OR TANGENT AND RADIAL CURB OR GUTTER.

6. IF CONTRACTING CURB, GUTTER, OR CURB AND GUTTER NEXT TO, OR ON, CONCRETE PAVEMENT, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, THEN PLACE EXPANSION JOINTS TO MATCH THE EXPANSION JOINT LOCATIONS IN THE PAVEMENTS.

7. FOR CURB AND GUTTER, FORM CONSTRUCTION JOINTS BY SAWING OR FORMING AN INDUCED PLANE OF WEAKNESS AT WITH 10' TO 15' MAXIMUM SPACING.

8. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN ADJOINING CONCRETE PAVEMENT AND AT THE REQUIRED SPACING IN CURB, GUTTER, OR CURB AND GUTTER. CONTRACTOR SHALL PROVIDE ASPHALTIC PAVEMENT, SPACE JOINTS BETWEEN 6' AND APPROXIMATELY 24' SPACE, AS THE ENGINEER DETERMINES.

9. EXTERIOR CONCRETE SURFACES SHALL BE BROOM FINISHED.

10. CONCRETE SIDEWALK SHALL BE FINISHED WITH A TRUNCATED CONE WARNING DETECTION HEAD SHALL BE PLACED AT ALL ADA RAMP AS SPECIFIED ON PLANS AND IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.

PAVEMENT MARKING SPECIFICATIONS:

1. ALL PARKING STALL LINES SHALL BE 4' WIDE, HIGH VISIBILITY YELLOW LATEX PAINT.

2. ALL PAVEMENT MARKINGS INCLUDING STOP BARS, CROSSWALKS, DIRECTIONAL ARROWS, PARKING STALL LINES AND STALL MARKINGS, NO PARKING ZONES, DROP-OFF/PICK-UP ZONES SHALL BE PAINTED WITH LATEX PAINT.

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P. 262.513.0666

CLIENT

SHOREWEST REALTORS

CLIENT ADDRESS

3885 SOUTH MOORLAND ROAD
NEW BERLIN, WI, 53151

PROJECT

SHOREWEST REALTORS

PROJECT LOCATION

3885 SOUTH MOORLAND ROAD
NEW BERLIN, WAUKESHA
WI, 53151

PLAN MODIFICATIONS:		
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Designed By

Reviewed By

Approved By _____

SHEET TITLE:

SITE PLAN

SHEET NUMBER

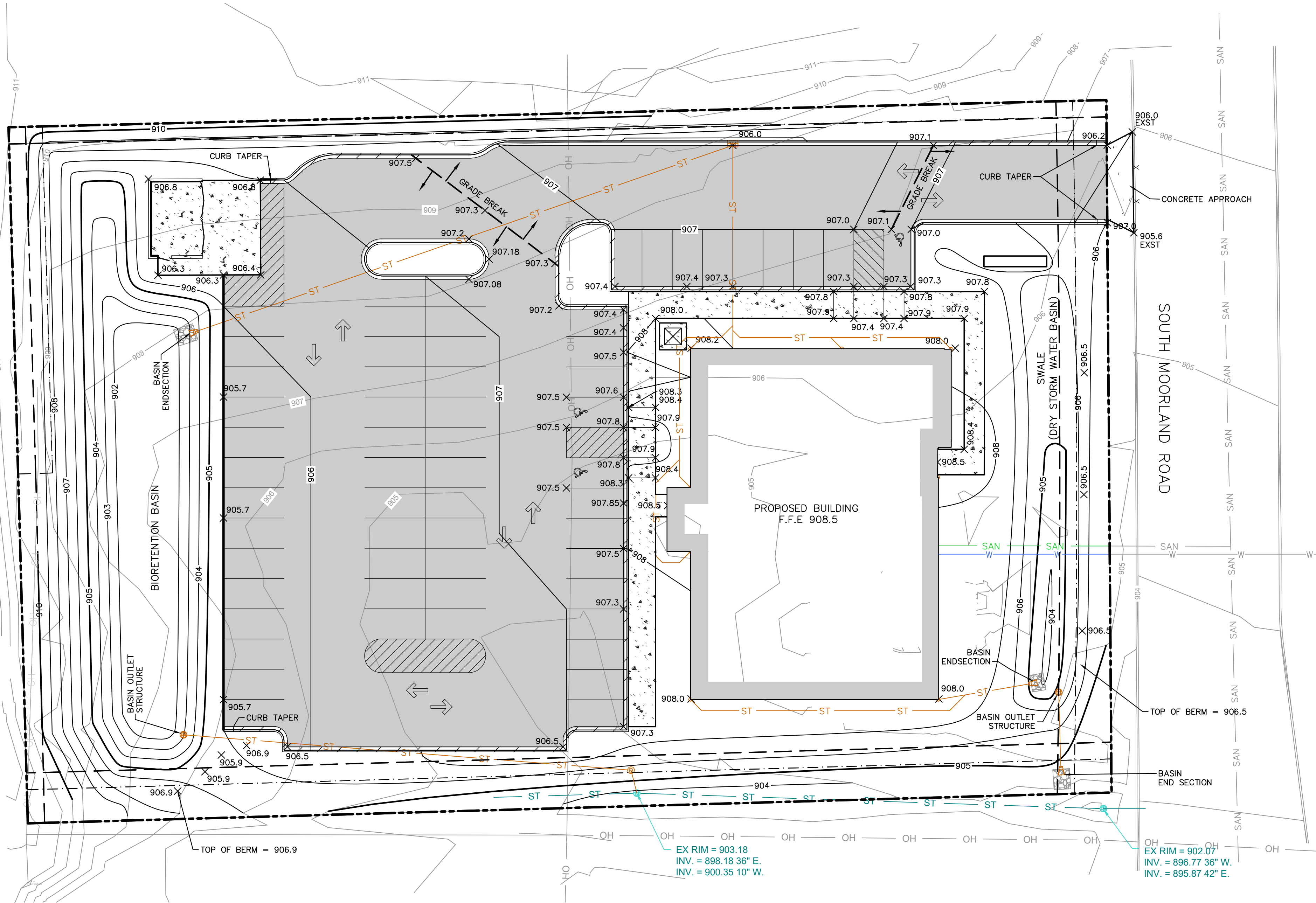
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JSD PROJECT NO.

25-15

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- REJECT CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED 1 FOOT CONTOUR
- PROPOSED 5 FOOT CONTOUR
- EXISTING 1 FOOT CONTOUR
- EXISTING 5 FOOT CONTOUR
- DRAINAGE DIRECTION
- GRADE BREAK
- SAWOUT EXISTING PAVEMENT
- SPOT ELEVATION
- EP - EDGE OF PAVEMENT
- FO - FINISH GRADE
- EC - EDGE OF CONCRETE
- BGC - BACK OF CURB
- MATCH - MATCH EXISTING GRADE
- HP - HIGH POINT
- SW - SIDEWALK
- RIP-RAP
- EXISTING OVERHEAD LINES
- EXISTING STORM SEWER INLET
- PROPOSED STORM SEWER CATCH BASIN
- PROPOSED STORM SEWER INLET
- PROPOSED STORM SEWER MANHOLE
- PROPOSED STORM SEWER ENDWALL



GRADING AND EARTHWORK NOTES

- ALL SITE PREP AND EARTHWORK SHALL CONFORM TO THE GEOTECHNICAL REPORT PREPARED BY [], TITLED [], ISSUE DATE []. ALL REFERENCES TO THE "GEOTECHNICAL REPORT" SHALL BE UNDERSTOOD AS THE AFOREMENTIONED REPORT.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES. MAKE SURE ALL AREAS DRAIN PROPERLY, AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING QUANTITIES. WHILE JSD PROFESSIONAL SERVICES, INC. ATTEMPTS TO PROVIDE A COST-EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARDS OF CARE. THEREFORE, NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
- ALL EXCAVATIONS AND FILLS SHALL BE TO THE ELEVATIONS SHOWN ON THE DRAWINGS AND SHALL INCLUDE SUFFICIENT DEPTHS FOR PLACEMENT OF FILL MATERIALS, BASE COURSES, PAVEMENTS, TOPSOIL, AND OTHER MATERIALS TO THE SPECIFIED DEPTHS.
- CONTRACTOR SHALL NOT EXCAVATE BELOW ELEVATIONS OR DESIGN GRADES SHOWN ON THE DRAWINGS WITHOUT PRIOR AUTHORIZATION FROM ENGINEER AND OWNER.
- PRIOR TO ALL EXCAVATION OR FILLING OPERATIONS, CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TOPSOIL FROM PROPOSED LOCATIONS OF BUILDINGS, STRUCTURES, ROADS, WALKS, OTHER PAVED AREAS, STORM WATER FACILITIES OR WITHIN THE GRADING EXTENTS WHERE EXISTING GRADES ARE ALTERED BY MORE THAN 3". REMOVED OR STRIPPED TOPSOIL SHALL BE SEGREGATED AND STOCKPILED ON-SITE IN AN APPROPRIATE LOCATION TO BE RESPREAD AS SPECIFIED ON THE DRAWINGS.
- CONTRACTOR SHALL NOT PLACE ANY FILL OR OTHER MATERIALS ON AREAS THAT HAVE NOT HAD TOPSOIL REMOVED, ARE FROZEN, SATURATED, OR YIELDING. CONTRACTOR SHALL NOTIFY OWNER OR ENGINEER IF SUBGRADE CONDITIONS ARE NOT SUITABLE FOR SUPPORTING FILL AND A FURTHER DETERMINATION SHALL BE PROVIDED BY OWNER OR ENGINEER.
- CONTRACTOR SHALL PLACE THE FILLS IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT INCLUDING LIFT DEPTHS AND COMPACTION EFFORTS.
- PRIOR TO PLACEMENT OF BASE COURSE MATERIALS IN PAVEMENT OR HARD SURFACE AREAS OR CONDUCTING EXCAVATION BELOW SUBGRADE (EBS) ELEVATIONS, CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER TO CONDUCT AN INSPECTION OF THE PREPARED SUBGRADE AND PROOF-ROLLING. PROOF-ROLLING SHALL BE CONDUCTED BY THE CONTRACTOR IN WITNESS OF THE OWNER AND ENGINEER. OWNER AND ENGINEER SHALL DETERMINE IF AREAS OF EBS ARE REQUIRED. EBS SHALL BE COMPLETED BY THE CONTRACTOR PER THE DIRECTION OF THE OWNER AND ENGINEER.
- SOIL MATERIAL SPECIFICATIONS:
 - 10.1. FILL AND BACKFILL MATERIALS:
 - 10.1.1. MATERIAL SHALL BE SATISFACTORY. MATERIALS EXCAVATED FROM THE SITE, PER THE GEOTECHNICAL REPORT, IF SATISFACTORY MATERIALS ARE NOT AVAILABLE, IMPORTED MATERIALS ARE REQUIRED. REFER TO IMPORTED FILL MATERIAL SPECIFICATIONS.
 - 10.2. IMPORTED FILL MATERIAL:
 - 10.2.1. MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR FROM OFFSITE BORROW AREAS WHEN SUFFICIENT, SATISFACTORY MATERIALS ARE NOT AVAILABLE. IMPORTED FILL MATERIAL SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND CONSIST OF CLEAN MATERIAL OF INORGANIC SOILS OR A MIXTURE OF INORGANIC SOIL AND ROCK, STONE, OR GRAVEL. THE MATERIAL SHALL BE FREE OF TOPSOIL, VEGETATION, PAVEMENT RUBBLE, DEBRIS, OR OTHER DELETERIOUS MATERIALS. THE MAXIMUM NOMINAL DIMENSION OF MATERIALS CONSISTING OF ROCK, STONE, OR GRAVEL SHALL BE 6".
 - 10.3. GRANULAR FILL:
 - 10.3.1. MATERIAL SHALL CONSIST OF CLEAN MATERIAL MEETING THE REQUIREMENTS OF "GRADE 1" OR "GRADE 2" GRANULAR BACKFILL AS DEFINED IN SECTION 209.2.1 OF THE STATE HIGHWAY SPECIFICATIONS.
- DISTURBED AREA: 67,081 SF 1.540 ACRE



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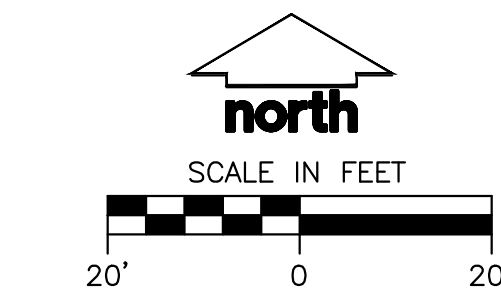
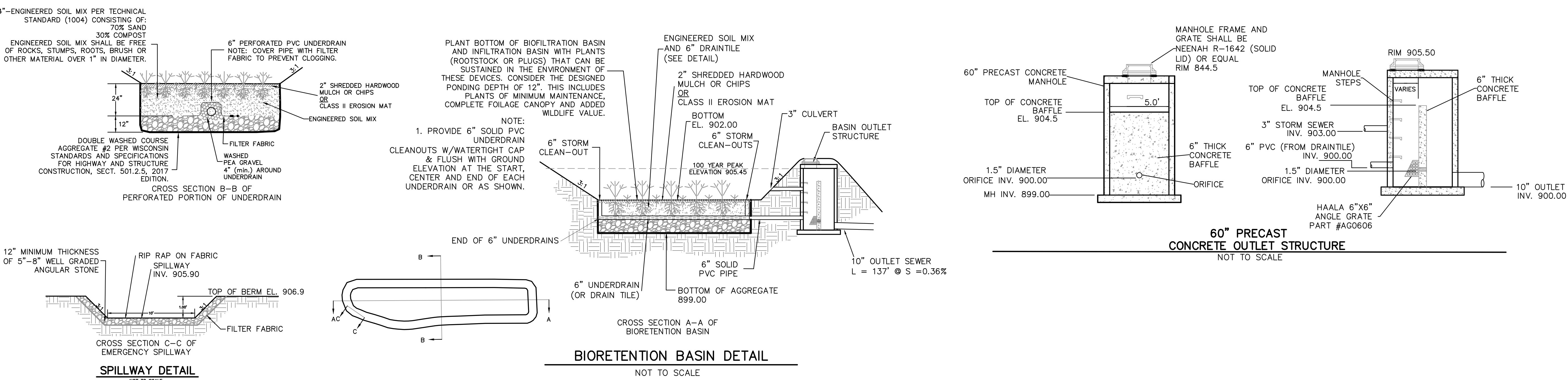
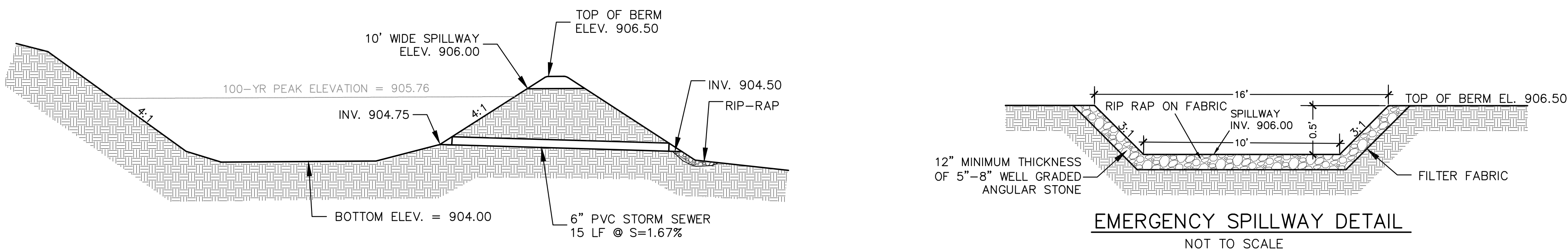
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SHOREWEST REALTORS

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WI, 53151



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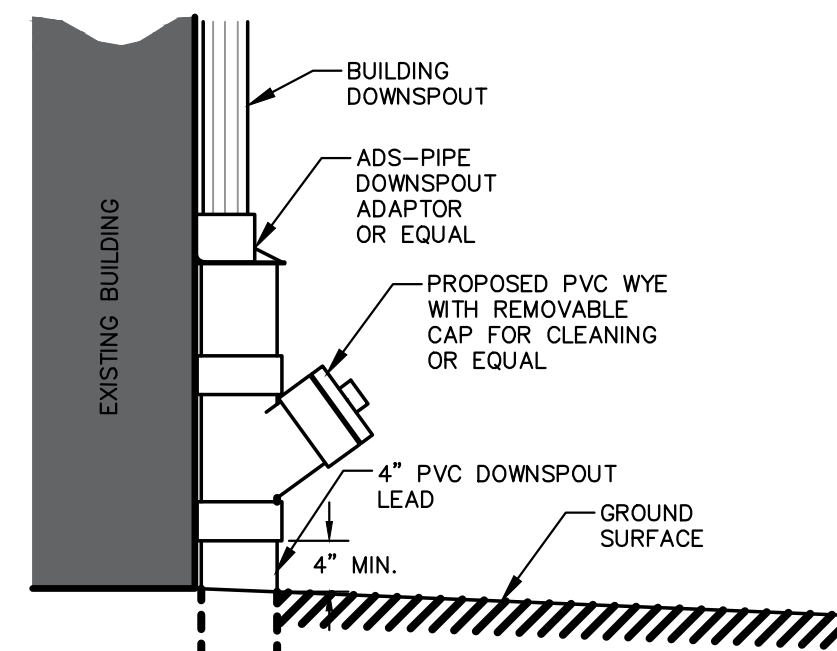
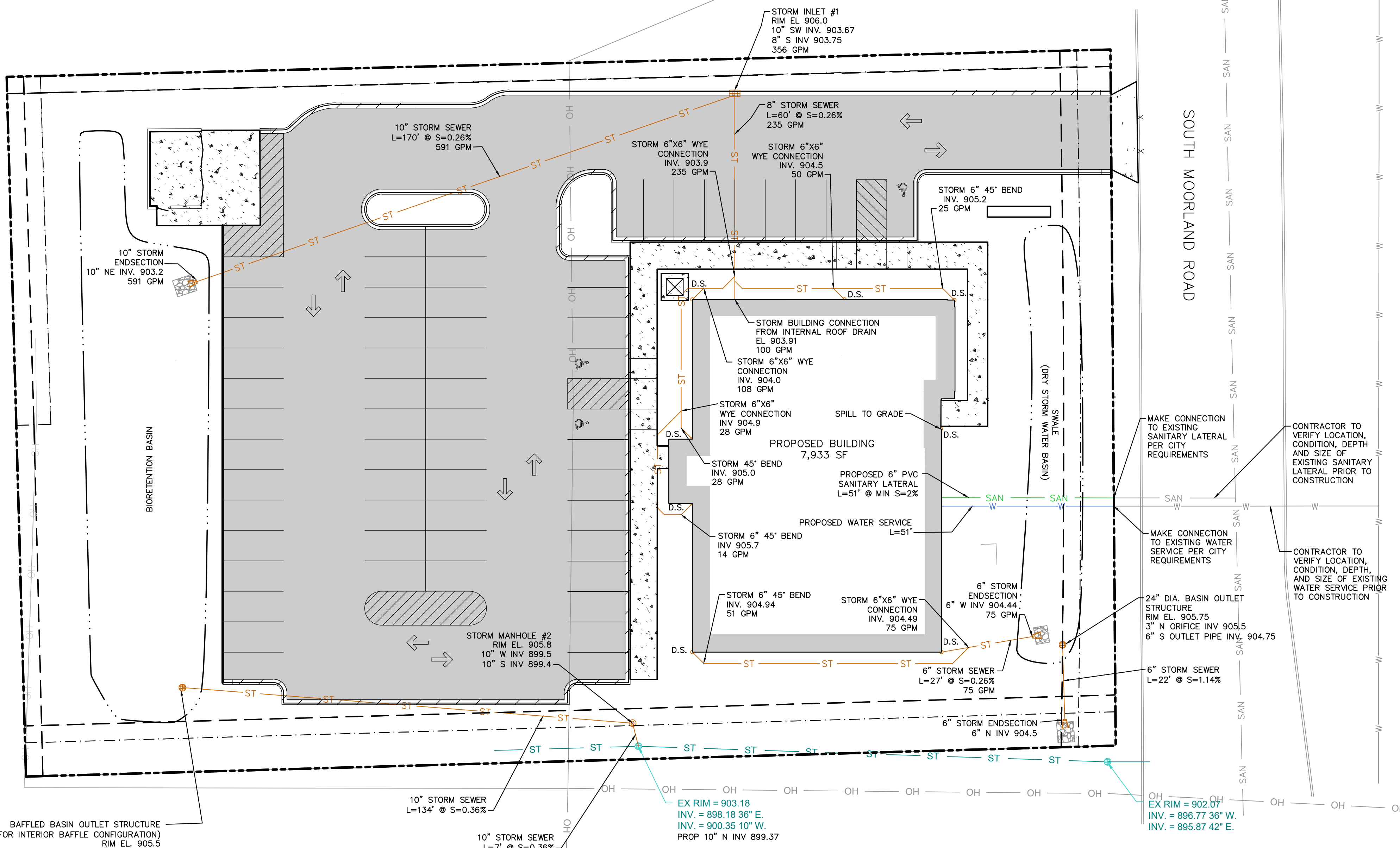
Designed By:
Reviewed By:
Approved By:
SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
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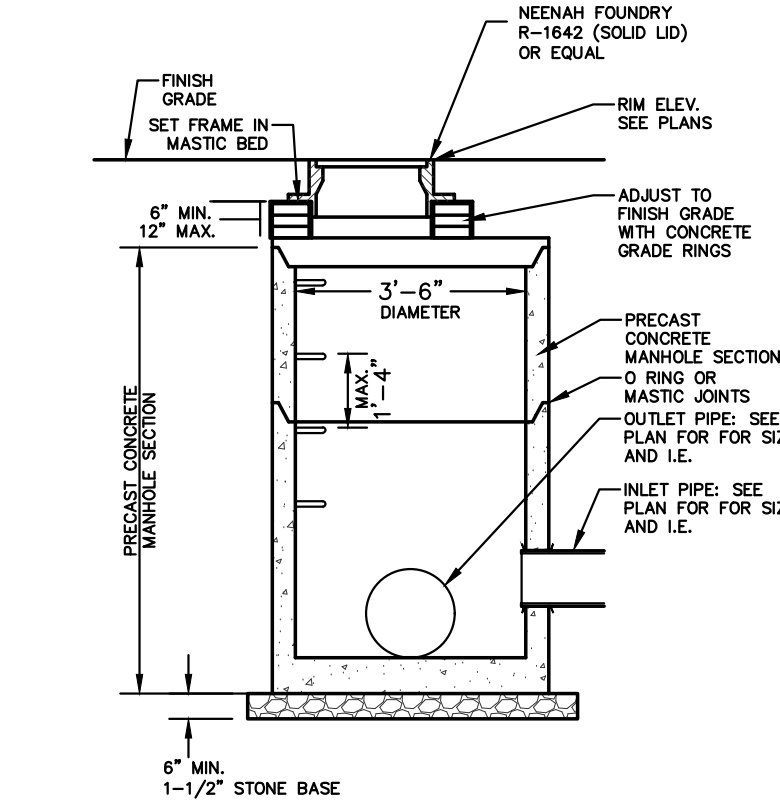
JSD PROJECT NO: 25-18878

LEGEND

- PROPERTY LINE
RIGHT-OF-WAY
EASEMENT LINE
BUILDING OUTLINE
EDGE OF PAVEMENT
STANDARD CURB AND GUTTER
REJECT CURB AND GUTTER
ASPHALT PAVEMENT
CONCRETE PAVEMENT
SANDCUT EXISTING PAVEMENT
RIP-RAP
EXISTING OVERHEAD LINES
EXISTING STORM SEWER INLET
PROPOSED STORM SEWER CATCH BASIN
PROPOSED STORM SEWER INLET
PROPOSED STORM SEWER MANHOLE
PROPOSED STORM SEWER ENDWALL
SANITARY SEWER
WATERMAIN
STORM SEWER
EXISTING SANITARY SEWER
EXISTING WATERMAIN
STORM WATER MANAGEMENT AREA



DOWNSPOUT CONNECTION
W/CLEANOUT
N.T.S.



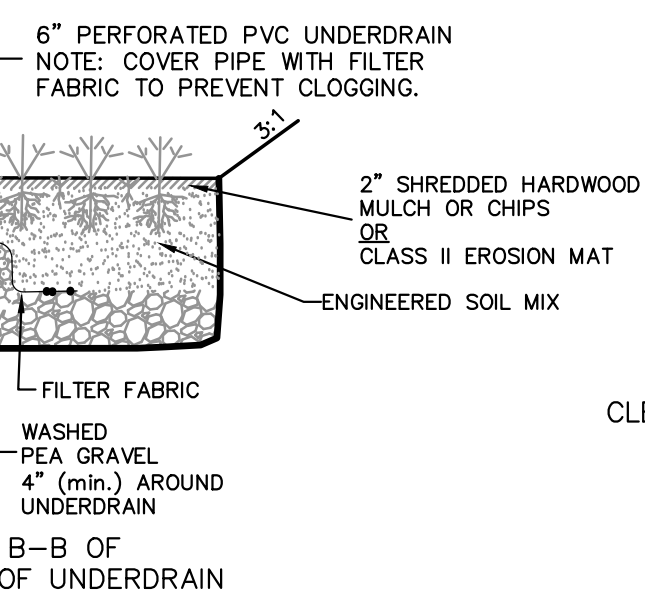
- GENERAL NOTES:
- INLET CONSTRUCTION TO MEET REQUIREMENTS OF ASTM C478.
 - PROVIDE FLAT TOP SLAB FOR MANHOLES 5' OR LESS IN DEPTH. FLAT TOP SLABS TO BE IN-BELL TYPE.
 - JOINTS SHALL BE WATERTIGHT. USE BUTYL RUBBER GASKET.
 - USE MORTAR FOR PIPE CONNECTIONS.

STORM SEWER MANHOLE
N.T.S.

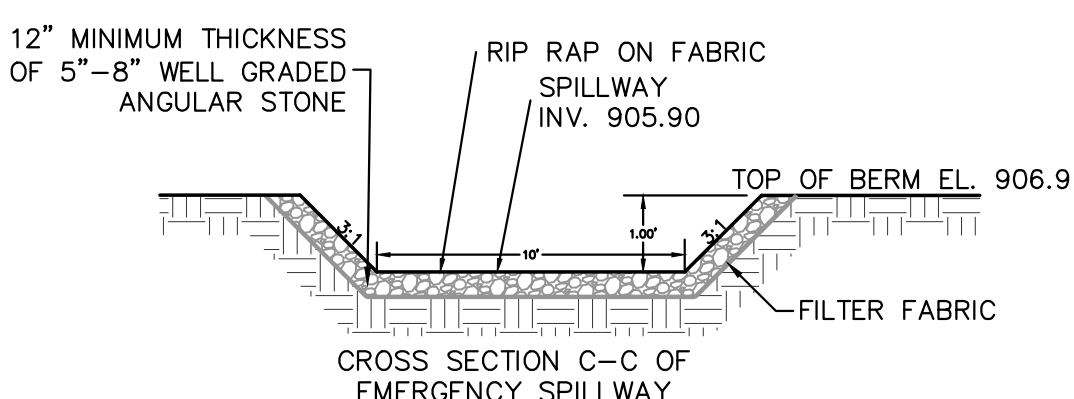
- GENERAL NOTES:
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 - PROVIDE FLAT TOP SLAB FOR MANHOLES 5' OR LESS IN DEPTH. FLAT TOP SLABS TO BE IN-BELL TYPE.
 - JOINTS SHALL BE WATERTIGHT. USE BUTYL RUBBER GASKET.
 - USE MORTAR FOR PIPE CONNECTIONS.

STORM SEWER INLET
N.T.S.

24" ENGINEERED SOIL MIX PER TECHNICAL STANDARD (1004) CONSISTING OF:
70% SAND
30% COMPOST
ENGINEERED SOIL MIX SHALL BE FREE OF ROCKS, STUMPS, ROOTS, BRUSH OR OTHER MATERIAL OVER 1" IN DIAMETER.



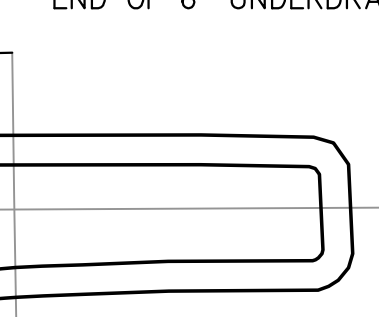
CROSS SECTION B-B OF
PERFORATED PORTION OF UNDERDRAIN



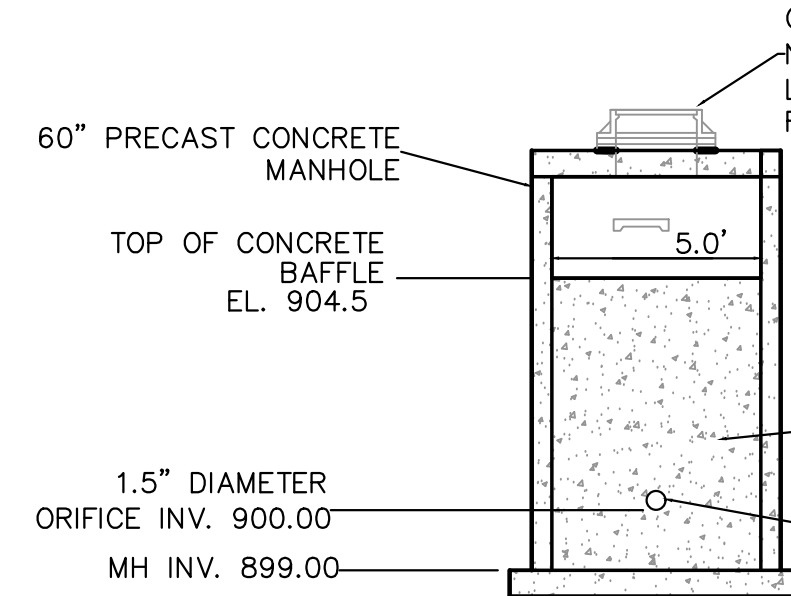
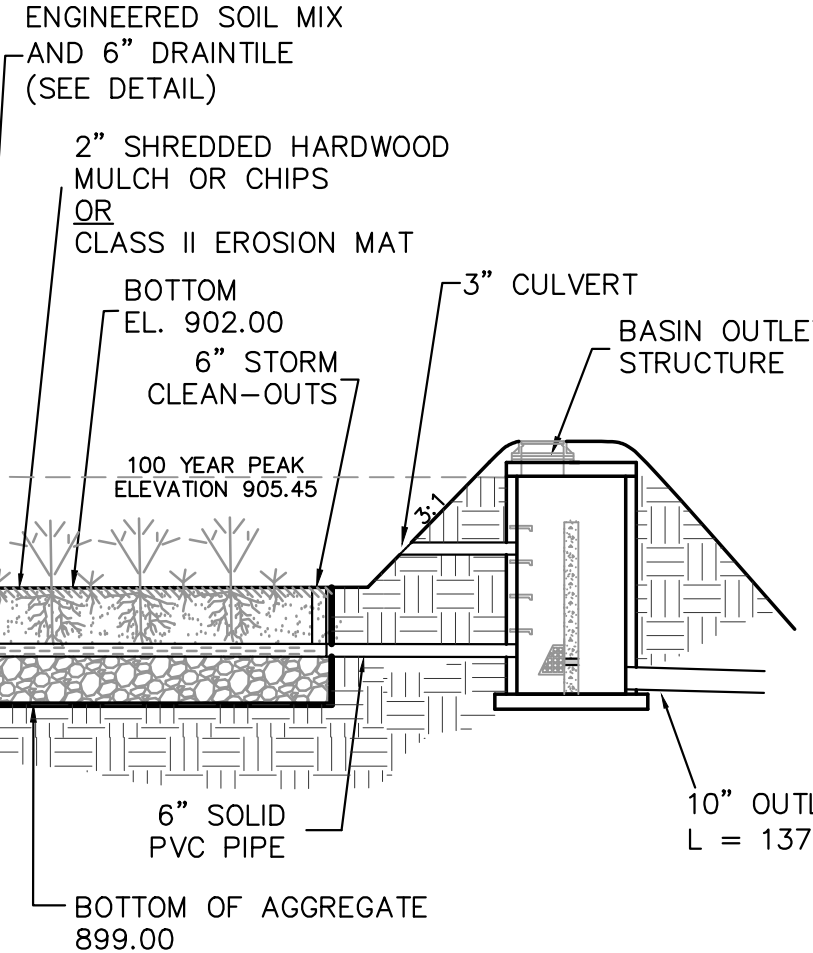
SPILLWAY DETAIL
NOT TO SCALE

PLANT BOTTOM OF BIOFILTRATION BASIN AND INFILTRATION BASIN WITH PLANTS (ROOTSTOCK OR PLUGS) THAT CAN BE SUSTAINED IN THE ENVIRONMENT OF THESE DEVICES. CONSIDER THE DESIGNED PONDING DEPTH OF 12". THIS INCLUDES PLANTS OF MINIMUM MAINTENANCE, COMPLETE FOLIAGE CANOPY AND ADDED WILDLIFE VALUE.

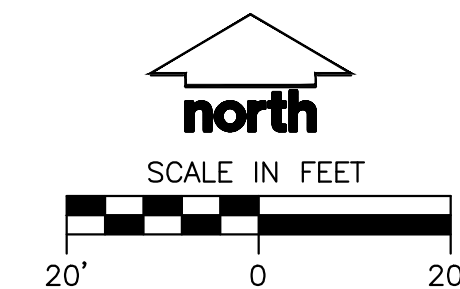
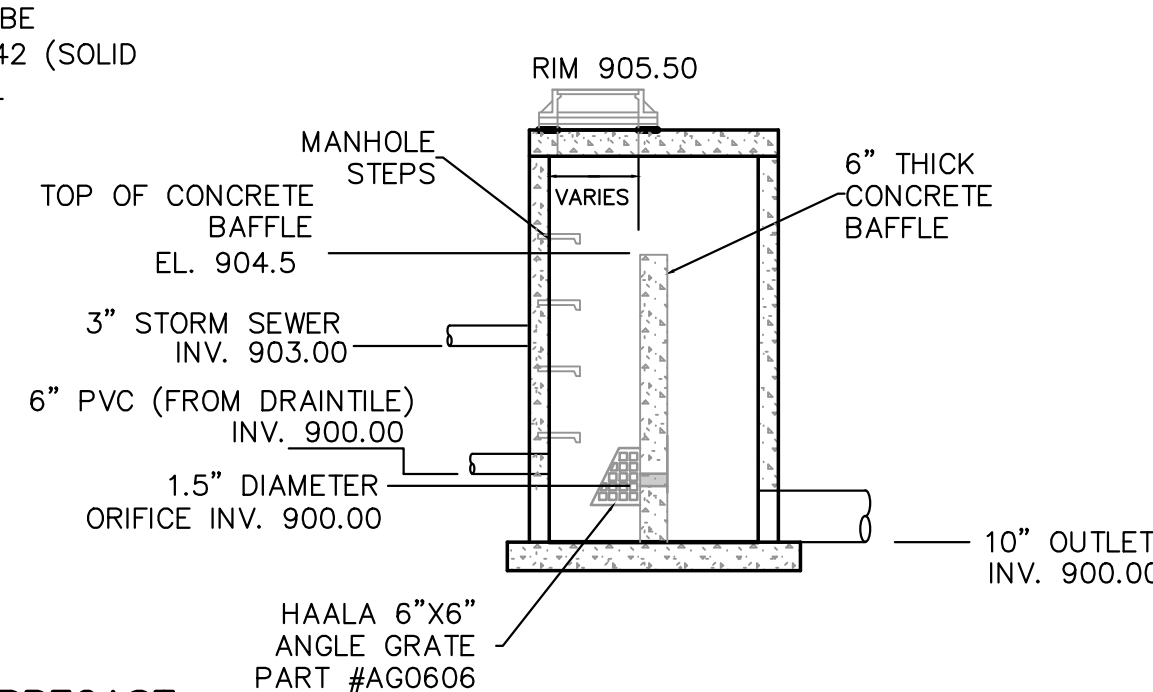
- NOTE:
- PROVIDE 6" SOLID PVC UNDERDRAIN CLEANOUTS W/WATERTIGHT CAP & FLUSH WITH GROUND ELEVATION AT THE START, CENTER AND END OF EACH UNDERDRAIN OR AS SHOWN.



BIORETENTION BASIN DETAIL
NOT TO SCALE



60" PRECAST
CONCRETE OUTLET STRUCTURE
NOT TO SCALE



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Designed By:
Reviewed By:
Approved By:
SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
C4.0

JSD PROJECT NO: 25-18829

SITE INFORMATION	
USDA PLANT HARDINESS ZONE	5b (-15 to -10 Degrees F)
LOT ZONING	
LOT AREA	
EXISTING SITE BUILDING AREA	
PROPOSED SITE BUILDING AREA	
PROPOSED PAVEMENT AREA	
TOTAL IMPERVIOUS	
TOTAL GREENSPACE	
SITE LANDSCAPE PERCENTAGE	
TOTAL PARKING STALLS	

LANDSCAPE PLAN GENERAL NOTES

PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH.

- AT LEAST SEVENTY-TWO HOURS PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL VERIFY UTILITY LOCATIONS AS GIVEN BY THE ELECTRIC, GAS, TELEPHONE, WATER, SEWER, AND CABLE TELEVISION COMPANIES, UTILITIES OR ENTITIES. REVIEW WITH OWNER'S REPRESENTATIVE SITE MECHANICAL, SITE ELECTRICAL AND LIGHTING, SITE GRADING AND DRAINAGE, SITE IRRIGATION AND ALL OTHER DRAWINGS PERTAINING TO UNDERGROUND UTILITY LOCATIONS. RECORD SET OF INFORMATION THE SAME AS IN POSSESSION OF OWNER'S REPRESENTATIVE. ALSO REVIEW OWNER'S "MARK SETS" OF ALL OF THESE DRAWINGS IN POSSESSION OF THE CONTRACTOR OR OWNER. MARK ALL SUCH UTILITIES ON THE SITE PRIOR TO COMMENCING. COORDINATE WITH OWNER BEFORE AND DURING CONSTRUCTION. REPAIR ANY DAMAGE TO ANY SYSTEM THAT IS CAUSED BY LANDSCAPE CONTRACTOR AT NO COST TO OWNER.
- ALL PLANTINGS SPECIFIED FOR THE SHOREWEST NEW BERLIN PROJECT PLANTING TABLES SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 2014 AND ANSI STANDARDS FOR PLANTING 2012.
- ALL DEVIATIONS FROM THE APPROVED SHOREWEST NEW BERLIN PROJECT PLANS SHALL BE NOTED ON THE RECORD DRAWINGS BY THE CONTRACTOR AND MAY BE EXECUTED ONLY WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR REVISIONS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT AND OWNER.
- ALL PLANTS MUST BE BID AND SELECTED FOR THE SPECIES SPECIFIED ON THE PLANS. ANY SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. THE SIZES OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PRUNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
- PROTECT PUBLIC FROM CONSTRUCTION WITH BARRIERS AND BARRICADES.
- ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANTING BEDS, OR TREE PITS ARE TO BE TOPSOILED 3" DEEP (MIN.) AND SHALL BE SOODED/SEEDED WITH SPECIFIED LAWN GRASS. LANDSCAPE CONTRACTOR SHALL INCLUDE COST PER SQUARE YARD FOR ADDITIONAL SEED OPERATIONS AS MAY BE POSSIBLY REQUIRED TO REESTABLISH ADJACENT TURF GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE DONE BY OTHERS.
- CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND PLANTS NECESSARY FOR PROPER PLANTING AND INSTALLATION OF ALL LANDSCAPE MATERIAL.
- QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONVENIENCE OF BIDDING ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS AND COVERAGE OF ALL AREAS DELIMITED. THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
- CONTRACTOR IS RESPONSIBLE FOR ALL ESTIMATING AND BIDDING, ALL AREAS, QUANTITIES MATERIALS SHOULD BE FIELD VERIFIED WITH SITE CONDITION.
- WHERE DISCREPANCIES OCCUR BETWEEN THE LANDSCAPE PLANS AND/OR ARCHITECTURAL AND/OR THE CIVIL DRAWINGS (AND ANY OTHER SITE DRAWINGS) THE DISCREPANCIES MUST BE BROUGHT TO THE LANDSCAPE ARCHITECTS ATTENTION FOR COORDINATION AND RESOLUTION.
- ALL DISEASED, NOXIOUS OR INAPPROPRIATE MATERIALS SHALL BE REMOVED FROM THE PROPOSED SITE PRIOR TO THE START OF CONSTRUCTION AND DURING THE MAINTENANCE PERIOD.
- GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
- ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND REVENIEMED WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL.
- FINISH GRADES FOR SHRUB AND GROUND COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO LSP1.2 FOR FURTHER INFORMATION.
- ALL PERENNIAL, ANNUAL AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANTING. TILL THE FOLLOWING MATERIALS INTO EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 8", A DEPTH OF 12" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO LSP1.2 FOR FURTHER INFORMATION.
PER EVERY 100 SQUARE FEET ADD: ONE - 2 CUBIC FOOT BALE OF PEAT MOSS, 2 POUNDS OF 5-10-5 GARDEN FERTILIZER, 1/4 CUBIC YARD OF COMPOSTED MANURE OR OTHER COMPOSTED, ORGANIC MATERIAL.
- ALL SHRUBS TO BE POCKET PLANTED WITH A 50/50 MIX OF COMPOSTED, ORGANIC MATERIAL AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEDS AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO LSP1.2 FOR FURTHER INFORMATION.
- PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOT FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND ORGANIC SOIL AMENDMENTS SPECIFIED IN NOTE 15. AVOID ANY AIR POCKETS. DISCARD ANY GRAVEL, CLAY OR STONES. REFER TO LSP1.2 FOR FURTHER INFORMATION.
- ALL TREES TO BE INSTALLED, STAKED AND GUIED ACCORDING TO DETAILS. REFER TO ANSI STANDARDS FOR PLANTING 2012 AND DETAILS ON LSP1.2 FOR FURTHER INFORMATION.
- PROVIDE A 4'-0" - 5'-0" DIAMETER MULCH RING AT THE ROOT BALL FLARE OF ALL LAWN TREES.
- ALL PLANTINGS TO BE WATERED AT THE TIME OF PLANTING, THROUGHOUT CONSTRUCTION AND UPON COMPLETION OF PROJECT AS REQUIRED.
- WHERE SPECIFIED, ALL PLANT BEDS, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 2" - 3" DRESSING OF SHREDED HARDWOOD, OAK BARK MULCH SHAVINGS FREE OF GROWTH, WEEDS, FOREIGN MATTER, DETRIMENTAL TO PLANT LIFE OR GERMINATION INHIBITING INGREDIENTS. LANDSCAPE CONTRACTOR TO PROVIDE A SAMPLE TO OWNER FOR APPROVAL. CONTRACTOR TO TAKE CARE WITH INSTALLATION NOT TO DAMAGE OR COVER PLANTS. REFER TO LSP1.2 FOR FURTHER INFORMATION.

- LAWN INSTALLATION: CONTRACTOR TO FURNISH AND PREPARE TOPSOIL (3" MIN) AND SEED BED (COVERING ALL STONES 1" OR LARGER), APPLY STARTER FERTILIZER AND SEED UNIFORMLY. PROVIDE A MULCH COVERING SUITABLE TO GERMINATE AND ESTABLISH TURF. EROSION CONTROL HIGH SHOULD BE USED IN SHALES AND STEEP GRADES WHERE APPLICABLE. METHODS OF INSTALLATION MAY VARY AT THE DISCRETION OF CONTRACTOR. IT IS HIS/HER RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF. IF STRAW MULCH IS USED AS A COVERING, A TRACKER MAY BE NECESSARY TO AVOID WIND DAMAGE.

- DELUXE 50 GRASS SEED MIX REINDER'S (800) 785-3301**
20% KENTUCKY BLUE GRASS
15% NEWPORT KENTUCKY BLUE GRASS
15% SR 2100 Kentucky Bluegrass
20% Creeping Red Fescue
15% Ryegrass Perennial Ryegrass
15% Fescue & Perennial Ryegrass
APPLY AT A RATE OF 200 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS & INSTALLATION CUT SHEETS FOR FURTHER FORMATION

- DURING THE INITIAL "30 DAY MAINTENANCE PERIOD" THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS ANY PLANT WHICH IS NOT RESPONDING TO TRANSPLANTING OR THINNING SHALL IMMEDIATELY BE REPLACED. NEW LAWNS SHALL BE WATERED AND REPAIRED AND WEEDS MUST CONSTANTLY BE REMOVED, NO EXCEPTIONS WILL BE GRANTED.

- MAINTENANCE NOTE:
MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN REQUIRED LANDSCAPING IN ACCORDANCE WITH THE MUNICIPALITY'S PROPERTY MAINTENANCE CODE AND AN APPROVED MAINTENANCE PLAN. THE MAINTENANCE MUST INCLUDE, AT A MINIMUM, METHODS FOR PROVIDING THE FOLLOWING:
- NECESSARY IRRIGATION (IF REQUIRED)
 - INTEGRATED PEST MANAGEMENT
 - PROPER FERTILIZATION
 - TREE CARE AND PRUNING, SHRUB TIP CLIPPING AND SHAPING AS REQUIRED
 - REPLACEMENT OF LOST VEGETATION, AND ALL DISEASED, DAMAGED OR DEAD MATERIAL WILL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON IN PERPETUITY.
 - WEED MANAGEMENT AND BED CARE.

- ALL NEWLY PLANTED TREES AND SHRUBS ARE TO RECEIVE AN APPLICATION OF AN ANTI-TRANSPARENT SPRAY THAT WILL EFFECTIVELY REDUCE THE WATER LOSS OF TRANSPIRATION OF PLANT MATERIAL AND REDUCE THE STRESS OF TRANSPIRATION. IT IS RECOMMENDED AS PART OF THE ONGOING MAINTENANCE THAT ANY BROADLEAF EVERGREEN AND CONIFEROUS TREE AND SHRUBS (EXCLUDING ARBOVITAE) RECEIVE AN APPLICATION OF AN ANTI-DESICCANT SPRAY TO REDUCE THE LOSS OF MOISTURE DUE TO WINTER DESICCATION.

- MAINTENANCE: THE OWNER SHALL TEND AND MAINTAIN PLANT MATERIALS IN A HEALTHY GROWING CONDITION AS PER THE APPROVED PLAN. PLANTINGS SHALL BE REPLACED WHEN NECESSARY AND KEPT FREE FROM REFUSE & DEBRIS. ALL PLANTING MATERIAL WHICH IS DYING OR DAMAGED BEYOND RECOVERY SHALL BE REPLACED WITHIN SIX (6) MONTHS OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST.

- LANDSCAPE / SITE DEMOLITION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE SALVAGED AND CLEARLY TAG THEM WITH MARKING TAPE AND CONSTRUCTION FENCE.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

DIGGERS HOT LINE

WISCONSIN STATUTE 18.20(15) (1974) REQUIRES A MINIMUM OF 30 DAYS NOTICE BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

UNDERGROUND SEWER AND UTILITY INFORMATION AS SHOWN IS OBTAINED FROM THE RECORDS OF MUNICIPALITY AND LOCAL UTILITY COMPANIES. THE ACCURACY OF WHICH CAN NOT BE GUARANTEED OR CERTIFIED TO. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS SURVEY ARE APPROXIMATE THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL THE 800 WISCONSIN UTILITY ALERT NETWORK www.310getinfo.com (800) 242-6511 OR

811

Know what's Below. Call before you dig.

LANDSCAPE PLAN REQUIREMENTS

DESIGN COMPLIANCE: THIS LANDSCAPE PLAN IS ACCURATE AND IN COMPLIANCE WITH THE CITY OF NEW BERLIN LANDSCAPE REQUIREMENTS SET FOR IN SECTION 275-56 LANDSCIPPING AND BUFFERING.

- Fiscal security.(2) The developer shall submit a cost estimate for the landscaping based on actual bids or qualified or licensed landscape architect, forester, master gardener and/or landscape professional estimate. The actual survey shall be 100% of the accepted bid.
- Additionally, a maintenance portion of the surety is required to ensure that the landscape installation is maintained during its critical establishment (three-year) period following installation. The amount of the maintenance portion of the surety shall be 20% of the original surety.
- After the critical three-year establishment period following initial installation, the developer shall be responsible for continued maintenance until such time when the homeowners' association or designee shall be responsible for the perpetual care and maintenance of the required landscape area
- A qualified or licensed landscape architect, forester, master gardener and/or landscape professional shall perform the final inspection of the site to ensure adherence to the landscape plan and required installation techniques per this chapter. The qualified or licensed landscape architect, forester, master gardener and/or landscape professional will be required to sign a letter of compliance before the fiscal security will be released. The City of New Berlin must also concur with the letter of compliance before the fiscal security will be released.

- Plant sizes. At the time of installation, plantings required by this section shall be no smaller than the following:
 - Deciduous trees. A minimum of 50% of the proposed deciduous trees shall have a minimum size of four inches' DBH.
 - All remaining deciduous trees shall have a minimum size of two inches' DBH.
 - Evergreen trees A minimum of 50% of the proposed evergreen trees shall have a minimum height of eight feet.
 - All remaining evergreen trees shall have a minimum height of six feet.
 - All ornamental trees. All ornamental trees shall have a minimum size of two inches' DBH.
 - All shrubs. All shrubs shall be from burlap or greater planters.

- Landscaping requirements for multifamily and nonresidential uses.
 - All multifamily and nonresidential land uses shall install at least one tree and three shrubs for every 3,000 square feet of lot area covered by open space.
 - A minimum of 60% of the required landscaping shall be located in the front yard.
 - Any existing trees and shrubs that shall be preserved and are protected during construction according to specifications in § 275-56(5) shall be credited against the landscaping requirements.
 - When demonstrated by the applicant that the development site cannot or should not be landscaped in accordance with the landscape provisions of this chapter, the Department of Community Development may waive certain requirements or substitute alternative landscaping quantities or methods through the use of low-impact/sustainable design, alternative stormwater best management practices/green infrastructure (which may include, but are not limited to, bio-retention, infiltration, pervious surfaces, green roofs, rain gardens, underground storage, and/or rain harvesting/reuse).

- Parking lot landscaping.
 - Purpose and Intent. It is the intent of these standards to require screening along parking lots adjacent to the required street wall to enhance the visual quality of commercial districts by developing visual relief from the exposure of asphalt, concrete and vehicles. It is encouraged that the landscape development of the screening buffer take on a more natural appearance, where organic lines are used over straight formal lines.
 - Perimeter landscaping.(2) Minimum density requirements.
 - A minimum of one shade or evergreen tree per 20 linear feet of parking surfaces and one shrub per five linear feet of parking surfaces shall be planted along the perimeter of any parking area when adjacent to an arterial street. A minimum of one shade or evergreen tree per 30 linear feet of parking surfaces and one shrub per 10 linear feet of parking surfaces shall be planted along the perimeter of any parking area when adjacent to a nonarterial street.
 - For parking lots adjacent to a side or rear lot line, a minimum of one evergreen or shade tree per 30 linear feet of parking surfaces and one shrub per five linear feet of parking surfaces shall be planted along the perimeter of any parking area when adjacent to a side or rear lot line.
 - Parking lot interiors. (2) General requirements. (1) Each individual landscaped island shall include a minimum of one tree and two shrubs or appropriate stormwater plantings.
 - Landscaped islands shall be at least 170 square feet in size with the smallest dimension of pervious surface being six feet to allow for adequate root aeration and expansion. Any landscaped island that is less than 170 square feet in area may not be used in the minimum five-percent interior landscaping requirement calculation.

- Minimum required bufferyard. The following table sets forth the minimum required bufferyard based upon the adjacent land uses and not the zoning district. The abbreviations used in the table are described as follows: parcel is zoned M-1 and due south across Lincoln Avenue is A-2 and C-2.
- Substantial bufferyard. A "C" in a cell indicates a substantial bufferyard is required with a minimum width of 25 feet.
- Major bufferyard. A "D" in a cell indicates a major bufferyard is required with a minimum width of 40 feet.

CONTRACTOR NOTE: THE LANDSCAPE CONTRACTOR/GENERAL CONTRACTOR ARE RESPONSIBLE TO INSTALL THE LANDSCAPE AS PER THE APPROVED PLAN. IF ANY CHANGES OR DEVIATIONS ARE MADE FROM THE THIS APPROVED PLAN, THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE RESPONSIBLE FOR UPDATING THE PLANS ACCORDINGLY AND SUBMITTING THOSE REVISED PLANS FOR APPROVAL AND "SIGN OFF" WITH THE CITY OF NEW BERLIN. THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE ALSO RESPONSIBLE FOR VERIFYING THAT ANY PLANT MATERIAL SUBSTITUTIONS OR MODIFICATIONS THAT ARE MADE TO THE APPROVED LANDSCAPE DESIGN DOCUMENTS WILL NOT CHANGE OR ALTER ANY OF THE REQUIRED SUPPORTING LANDSCAPE REQUIREMENT CALCULATIONS. UPON COMPLETION OF THE CONSTRUCTION PROJECT AND FILE THAT AFFIDAVIT WITH THE CITY OF NEW BERLIN

1 PROPOSED MASTER LANDSCAPE PLAN

Broadleaf Deciduous Tree						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	Acps1		<i>Acer pseudoplatanus</i> 'Tunpelti'	Regal Petioleaf Sycamore Maple	2"-Cal - B&B	1
2	BenIH		<i>Betula Nigra</i> 'Heritage'	Heritage River Birch	4" Cal - B&B	1
2	Cobf		<i>Carpinus betulus</i> 'Fastigiata'	Pyramidal EuropeanHornbeam	4" Cal - B&B	1
3	Ceca		<i>Cercis canadensis</i>	Eastern redbud	2 1/2"-Cal - B&B	1
2	GibiPS		<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	2 1/2"-Cal - B&B	1, 7
2	LituA		<i>Liliodendron tulipifera</i> 'Aureomarginatum'	Majestic Beauty Tulip Tree	2 1/2"-Cal - B&B	1
4	MoRD		<i>Malus</i> 'JFS KW139MX'	Ruby Daze Crabapple	2" Cal - B&B	1
2	Qupa		<i>Quercus palustris</i>	Pin oak	4" Cal - B&B	1
4	SyreB		<i>Syringa reticulata</i> 'Bailance'	Snowdaze Japanese Tree lilac	2"-Cal - B&B	1
3	TicoGS		<i>Tilia cordata</i> 'Green Spire'	Green Spire Linden	4" Cal - B&B	1

Conifer Evergreen Tree						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
14	JuJNSB		<i>Juniperus</i> 'J.N. Select Blue'	Star Power Juniper	7" - B&B	4
5	JuscM		<i>Juniperus scopulorum</i> 'Medora'	Medora Juniper	4" - 5" - B&B	4
2	ThocAB		<i>Thuja occidentalis</i> 'Art Boe'	North Pole Arborvitae	7" - B&B	4

Comments

- Straight central leader, full & even crown. Prune only after planting.
- Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
- Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
- Evenly shaped upright tree with full branching to the ground.
- Full, well rooted plant, evenly shaped.
- Full, well rooted plant.
- Male only

Stormwater Management Areas				
Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno				
Quantity	Symbol	Supplier	Type	
2,400 sq. ft. VERIFY		Cardno	Economy Prairie Seed Mix - mixture contains 7 native permanent grass/ sedge species and 15 native forb species. Apply at 10 PLS pounds per acre. Refer to cut sheets for mix specifics and installation instructions.	
lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno				
Quantity	Symbol	Supplier	Type	
4,200 sq. ft. VERIFY		Cardno	Rainwater Renewal Seed Mix - mixture contains 15 native permanent grass/ sedge species and 19 native forb species. Refer to cut sheets for mix specifics and installation instructions.	

Proposed Plant Material Table

Broadleaf Deciduous Shrub						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
16	HymaTR		<i>Hydrangea macrophylla</i> 'JoniD'	Tuxedo Red Hydrangea	18" - 24" - Cont	5
16	PhopLD		<i>Physocarpus opulifolius</i> 'Donna May'	Little Devil Ninebark	18" - Cont	5
13	RoOEDR		<i>Rosa x Oso Easy Double Red Rose</i>	Oso Easy Double Red Rose	18" - 24" - Cont	5
12	SpbeT		<i>Spiraea betulifolia</i> 'Tor'	Tor Birchleaf Spiraea	18" - Cont	5
13	SpDPD		<i>Spiraea x NCSX2</i>	Double Play Doozie Spiraea	18" - Cont	5
5	VicoSI		<i>Viburnum carlesii</i> 'J.N. Select A'	Spice Island Koreanspice viburnum	18" - 24" - Cont	5

Conifer Evergreen Shrub						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
20	JupISG		<i>Juniperus x pfizeriana</i> 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	5
4	TameDS		<i>Taxus x media</i> 'Densiforme Select'	Select Dense Spreading Yew	18" - 24" - B&B	5

Perennial Grass						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
10	MisiP		<i>Miscanthus sinensis</i> 'Purpureus'	Purple Silver Grass	1-Gal - Cont	6
33	PaviHR		<i>Panicum virgatum</i> 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	6
60	SpbeT		<i>Sporobolus heterolepis</i> 'Tara'	Tara Prairie Dropseed	1-Gal - Cont	6

Perennial						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
21	EcpuPW		<i>Echinacea purpurea</i> 'PAS702917'	Pow Wow Wild Berry Coneflower	1-Gal - Cont	6
47	HeRS		<i>Hemerocallis x 'Ruby Spider'</i>	Ruby Spider Daylily	4 1/2" pot	6

INFILTRATION BASIN CONSTRUCTION & RESTORATION NOTES

- THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
- ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
- TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
- A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH BAY OF THE INFILTRATION BASIN, WITH RESULTS PROVIDED TO TO THE DESIGN ENGINEER.
- BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF POUNDED WATER IS PRESENT.
- PROVIDE COMPOST MIXTURE PER PLAN TO THE IDENTIFIED BOTTOM INFILTRATION AREAS. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS S100 - COMPOST. EXISTING SOILS IN COMPOSTED AREAS SHALL BE HELD 3" LOW, 3" OF COMPOST SHALL BE ADDED BRINGING TO FINAL GRADE; AFTER PLACEMENT OF COMPOST PROVIDE 12" DEEP TILL.
- REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CIVIL PLANS RELATED TO PLANTINGS/EROSION CONTROL/INFILTRATION ZONES/ETC. SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. ALL SIDE SLOPES 4:1 OR GREATER SHALL BE PROVIDED WITH CLASS I, TYPE A EROSION MATTING.
- DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE; IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA W/ SLOPE OF 4:1 WET FOREYARD.
- REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.

InSITE

LANDSCAPE DESIGN

Landscape Consulting & Master Planning Design Services

11525 W. North Avenue, Suite 1B
Wauwatosa, WI 53226
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www.insitedesigninc.com
mdavis@insitedesigninc.com

Project:

SHOREWEST REALTORS - NB

3885 S. Moorland Rd.
New Berlin, WI 53151

Issuance and Revisions:

Date	Number	Description
06/17/25		Pre Application Meeting Review
06/27/25		Plan Commission Submittal

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Sheet Title:

PROPOSED LANDSCAPE PLAN
GENERAL NOTES
AND PLANT MATERIAL TABLE

Date of Drawing: 06/27/25

Scale: 1" = 16'-0"

Drawn By: MCD

Job Number: L25-033

Sheet Number:

LSP1.1

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Page 40 of 513

Project:

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REALTORS - NB

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Sheet Title:

PROPOSED TREE MITIGATION PLAN
AND PLANT MATERIAL TABLE

Date of Drawing: 06/27/25

Scale: 1" = 16'-0"

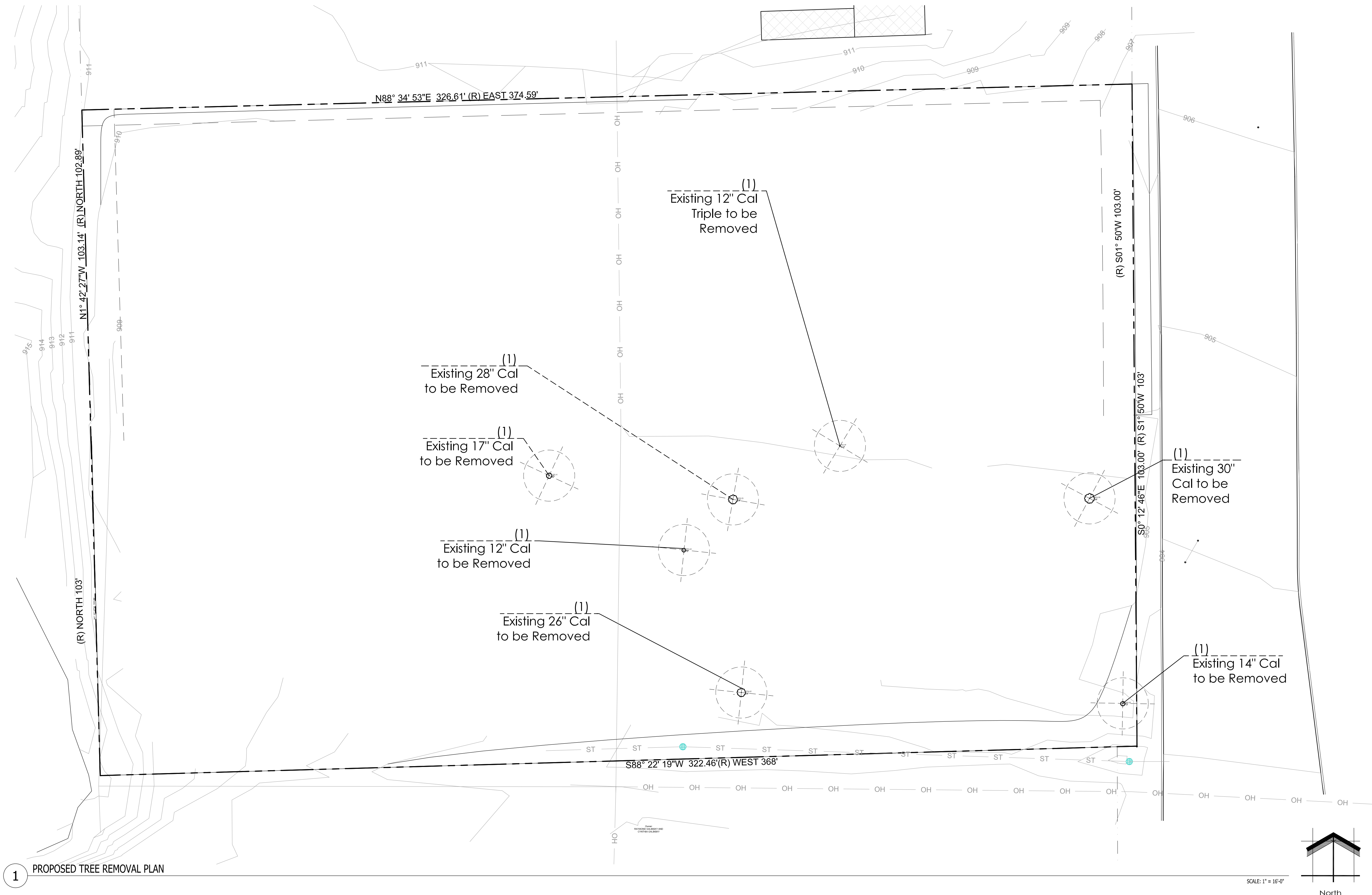
Drawn By: MCD

Job Number: L25-033

Sheet Number:

LSP1.2

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Proposed Plant Material Table

Existing Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments	Replacement
1	Extg 14" Cal	+	Existing to be Removed	Existing to be Removed	Extg 14" Cal Demo	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
1	Extg 30" Cal	+	Existing to be Removed	Existing to be Removed	Extg 30" Cal Demo	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
1	Extg(3)12" Cal	+	Existing to be Removed	Existing to be Removed	Extg (3) 12" Cal	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
1	Extg 12" Cal	+	Existing to be Removed	Existing to be Removed	Extg 12" Cal Demo	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
1	Extg 28" Cal	+	Existing to be Removed	Existing to be Removed	Extg 28" Cal Demo	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
1	Extg 17" Cal	+	Existing to be Removed	Existing to be Removed	Extg 17" Cal Demo	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
1	Extg 26" Cal	+	Existing to be Removed	Existing to be Removed	Extg 26" Cal Demo	3	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches
Total	Existing to be Replaced with (42) trees at 5 to 7 inches or (84) trees at 2 1/2 to 4 inches						

Comments:

1. Straight central leader, full & even crown. Prune only after planting.
2. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
3. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
4. Evenly shaped upright free with full branching to the ground.
5. Full, well rooted plant, evenly shaped.
6. Full, well rooted plant.
7. Male only

Sec. 275-54. - Natural resource protection

(7)Replacement of significant trees. When a significant tree or trees are removed from a site, the applicant or developer shall replace such tree(s) on the lot, according to the following schedule and requirements:

Table 275-54-1

Tree Type	Size of Tree Removed	Size of Replacement Tree(s) (DBH)
Deciduous	5 to 7 inches	1 tree at 5 to 7 inches or 3 trees at 2 1/2 to 4 inches
	8 to 11 inches	3 trees at 5 to 7 inches or 9 trees at 2 1/2 to 4 inches
	12 inches or larger	6 trees at 5 to 7 inches or 12 trees at 2 1/2 to 4 inches

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SHOREWEST
REALTORS - NB

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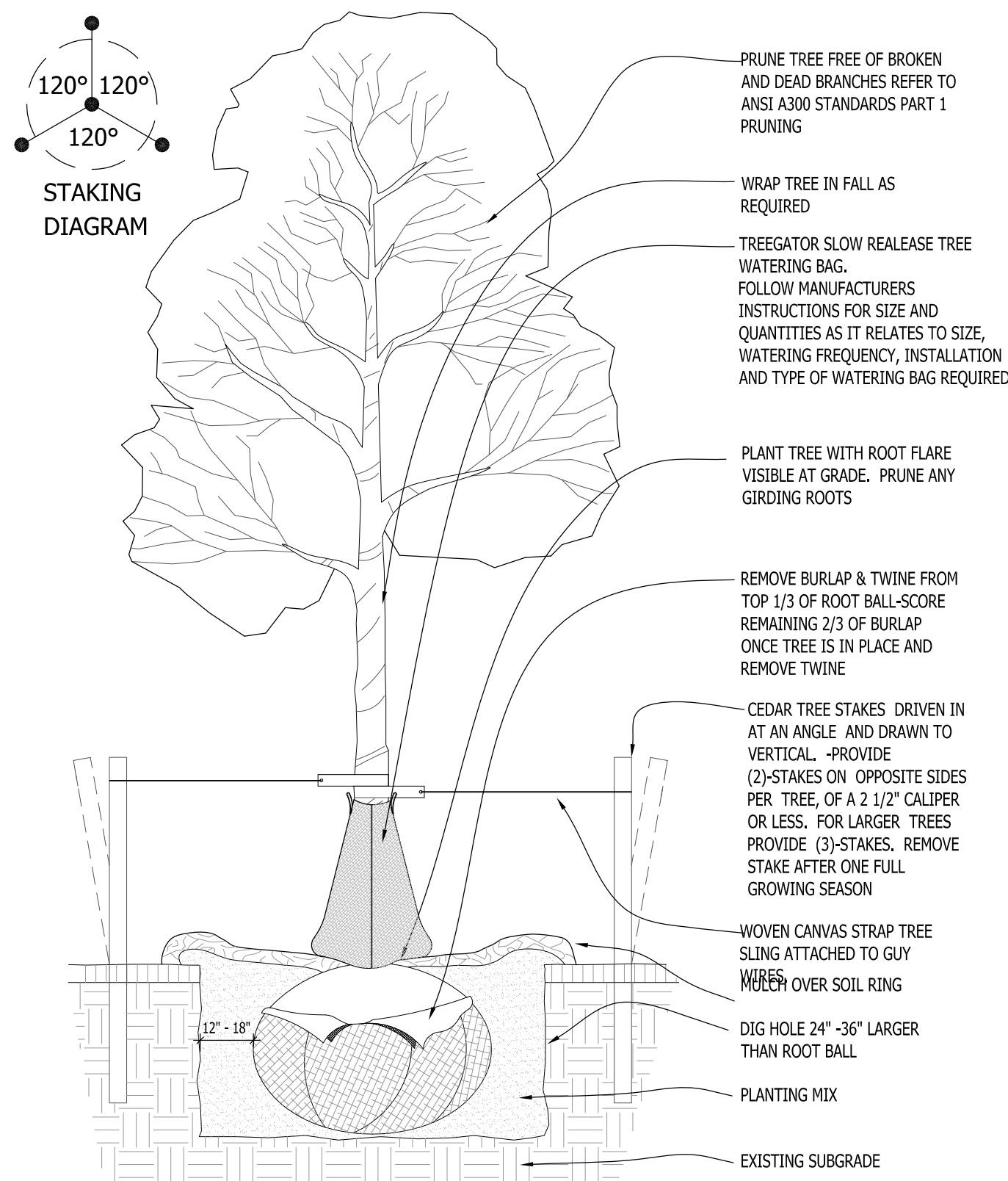
Sheet Title:

PROPOSED LANDSCAPE PLAN,
PLANTING DETAILS

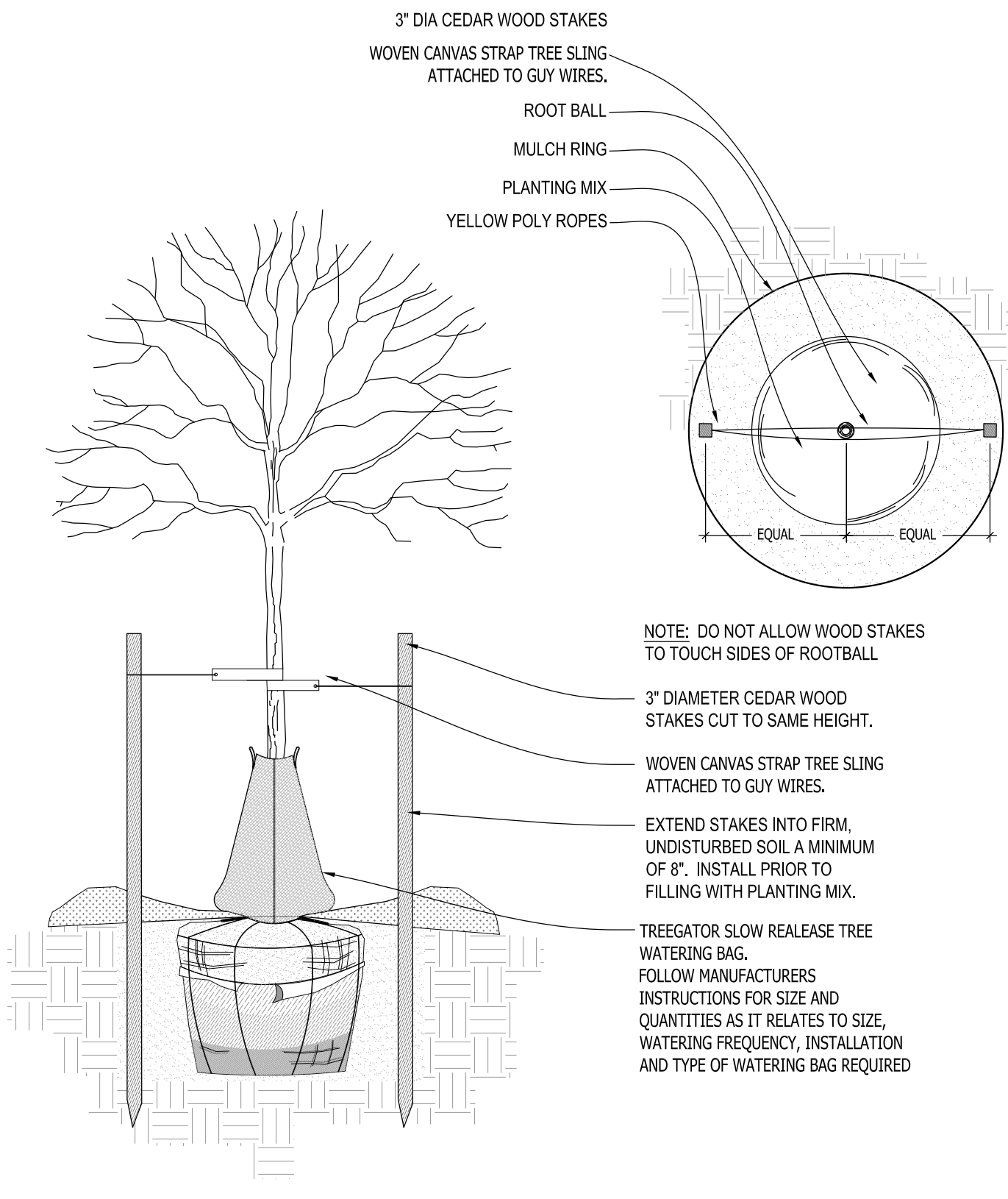
Date of Drawing: 06/27/25
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Drawn By: MCD
Job Number: L25-033
Sheet Number:

LSP1.3

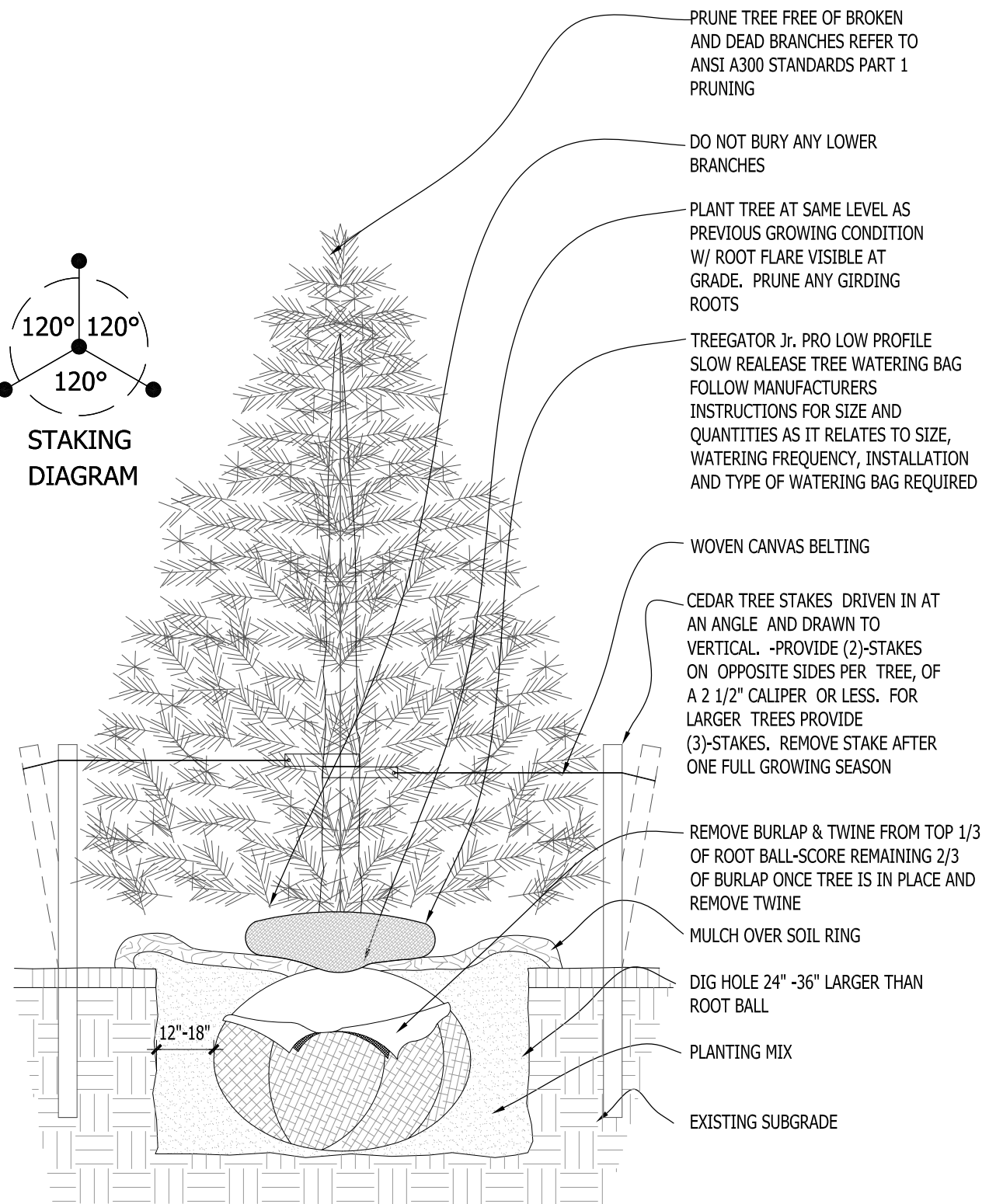
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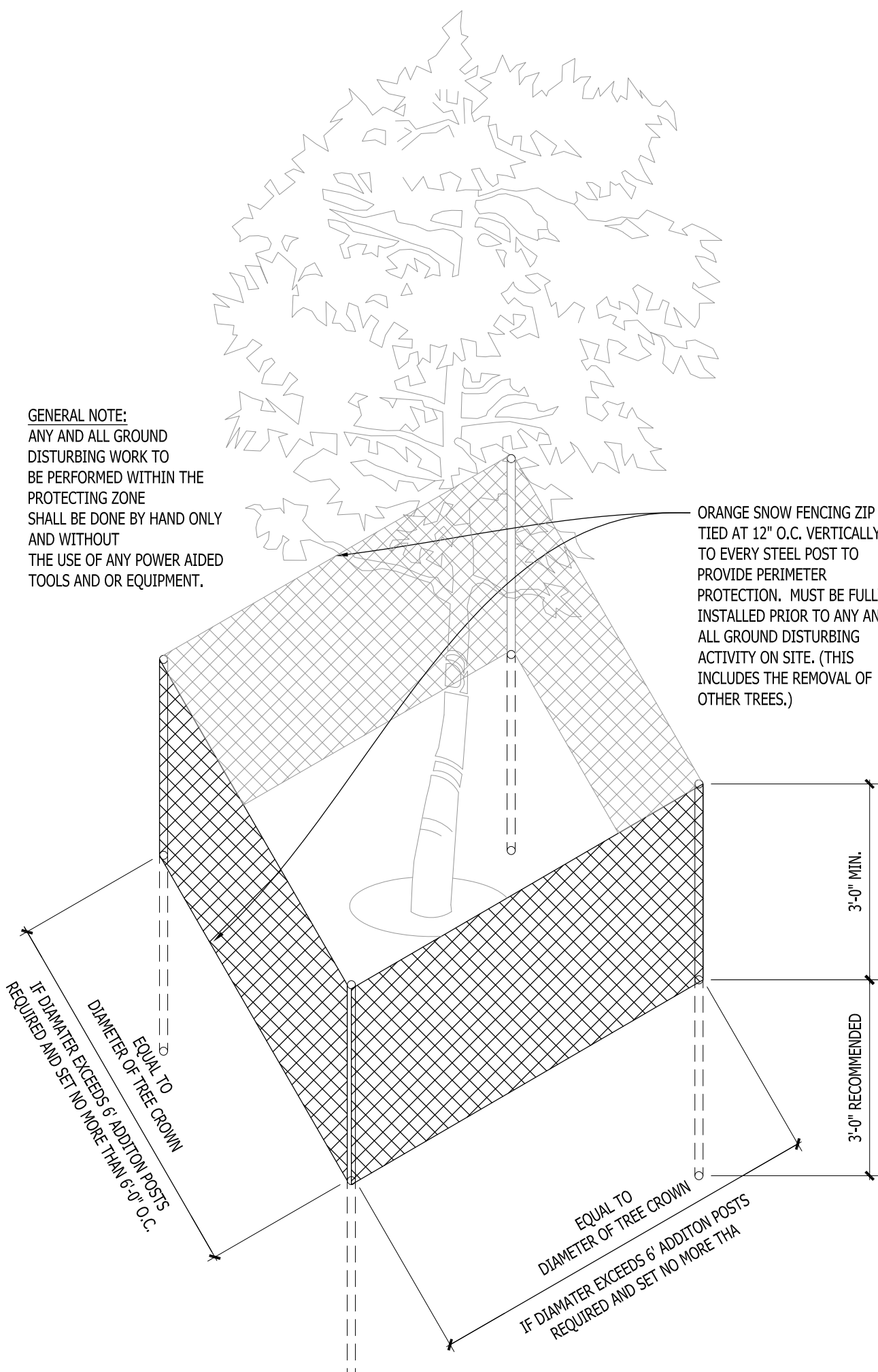
1 DECIDUOUS TREE PLANTING DETAIL
SCALE: NONE



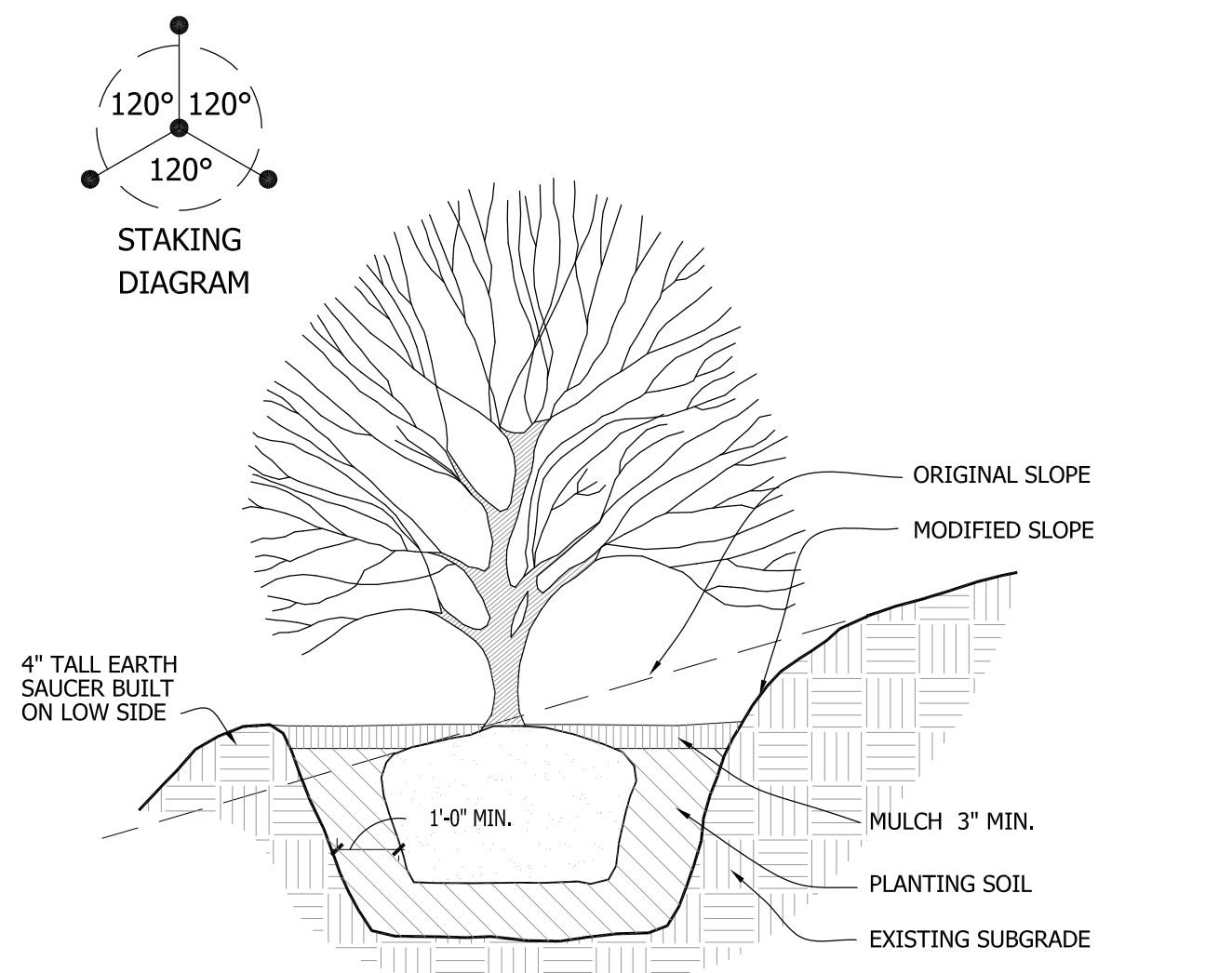
2 DECIDUOUS TREE STAKING
PARKING ISLAND/RESTRICTED AREAS
SCALE: NONE



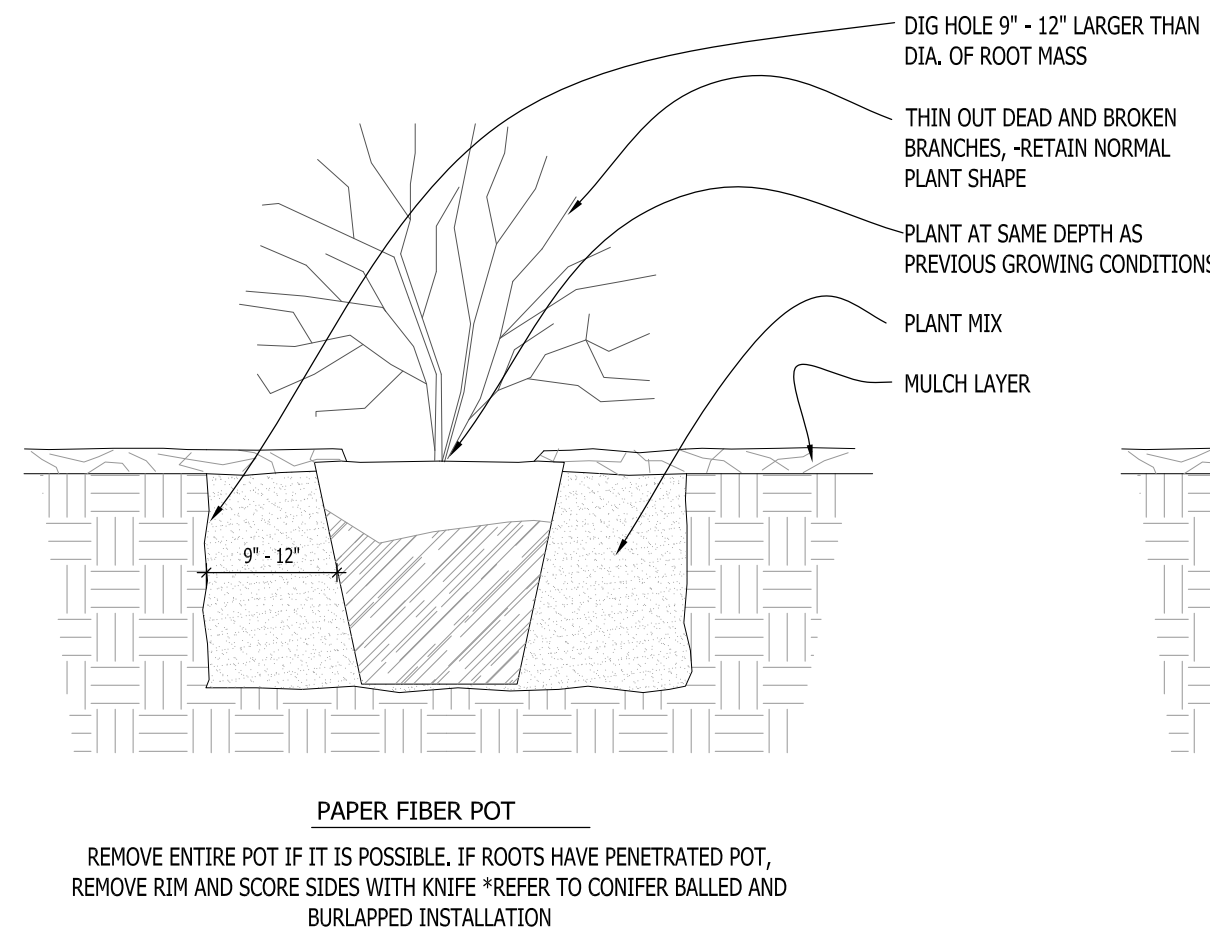
3 CONIFEROUS TREE PLANTING DETAIL
SCALE: NONE



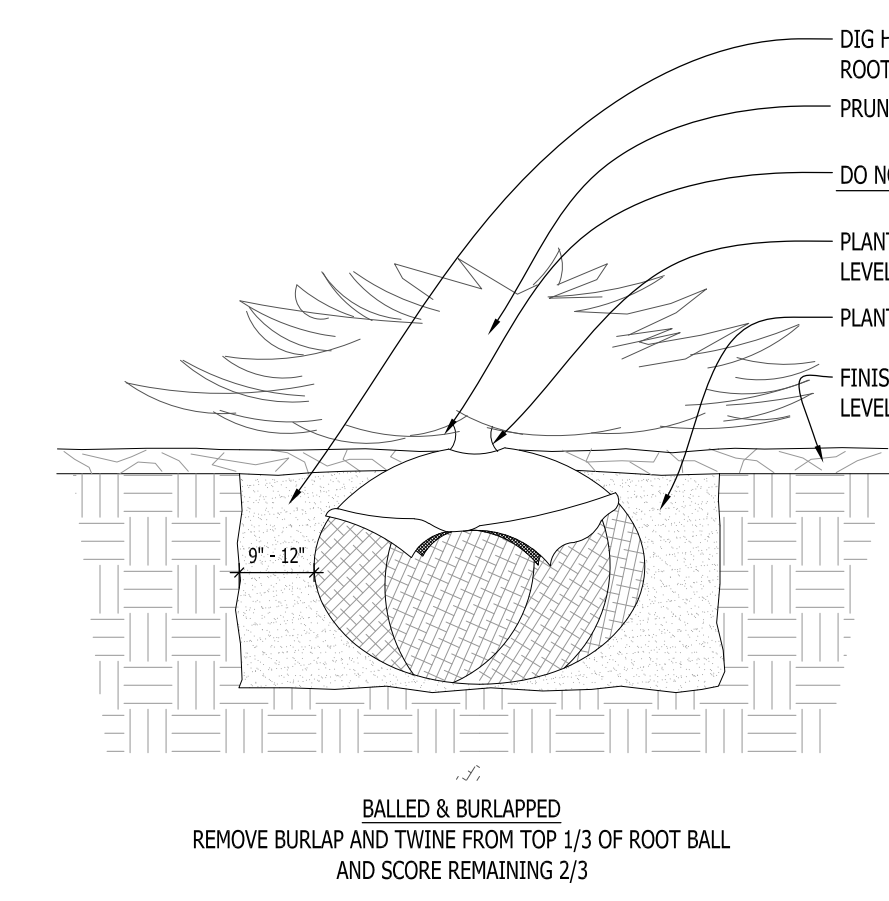
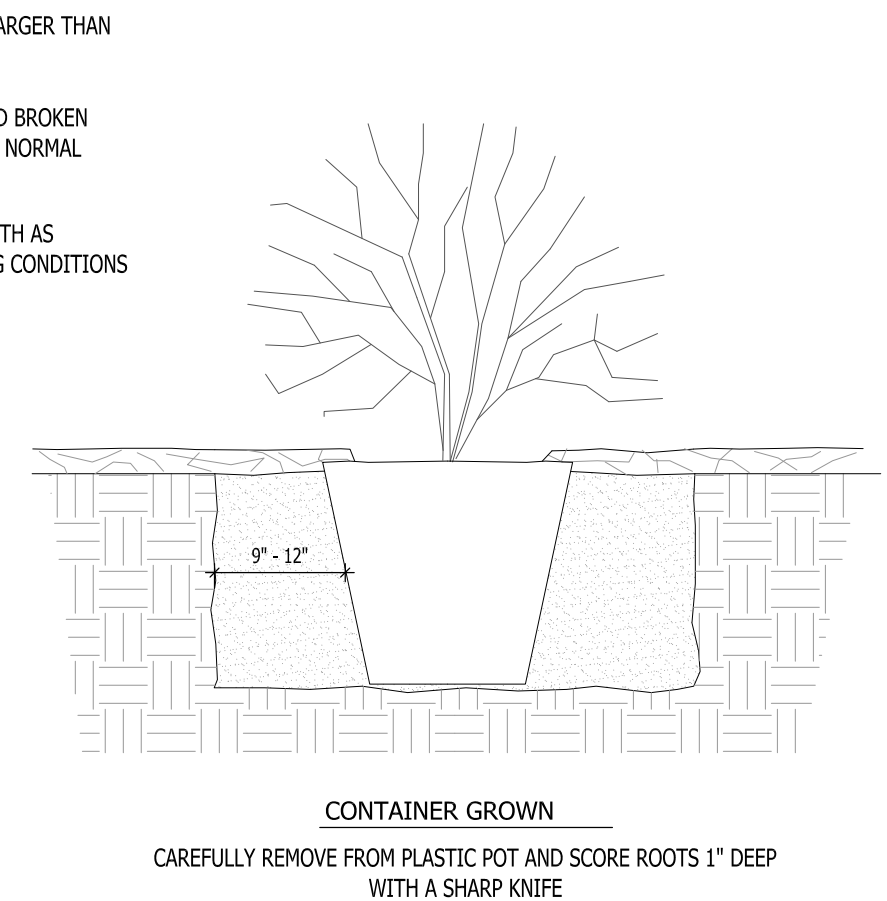
4 EXISTING TREE PROTECTION DETAIL
SCALE: NONE



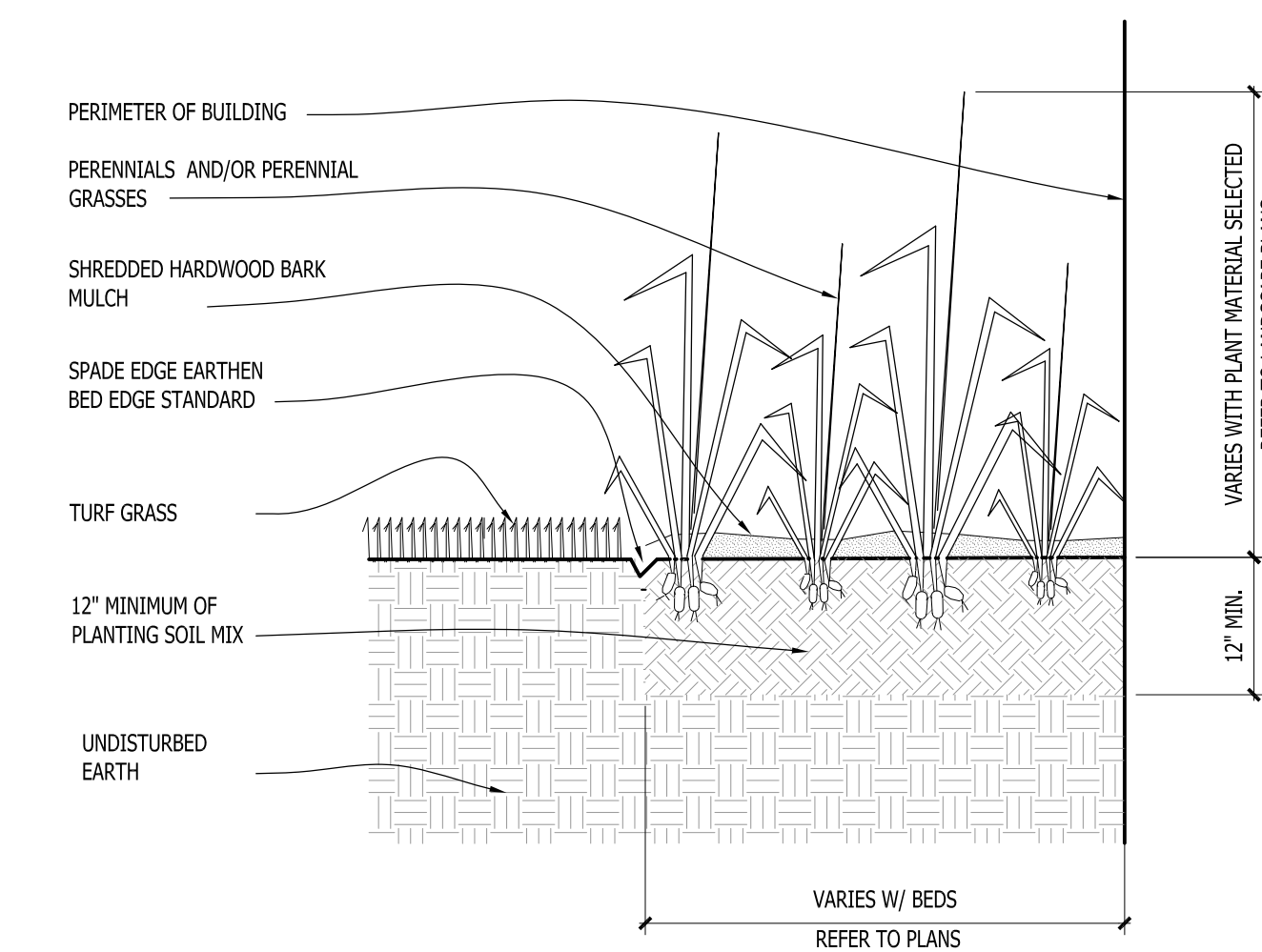
5 SLOPE PLANTING DETAIL
REFER TO TYPICAL DECIDUOUS TREE DETAIL FOR STAKING
SCALE: NONE



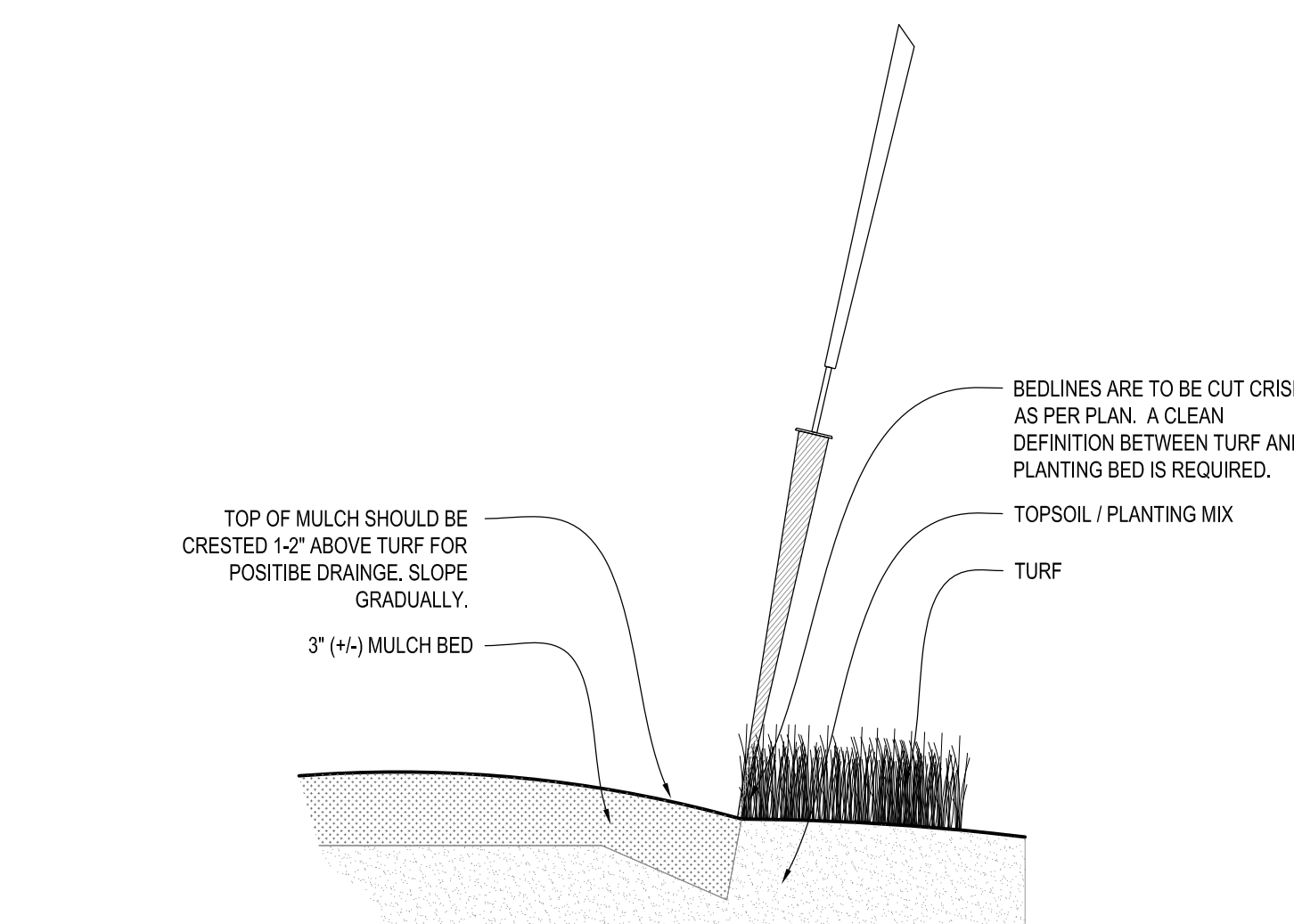
6 DECIDUOUS SHRUB PLANTING DETAIL
SCALE: NONE



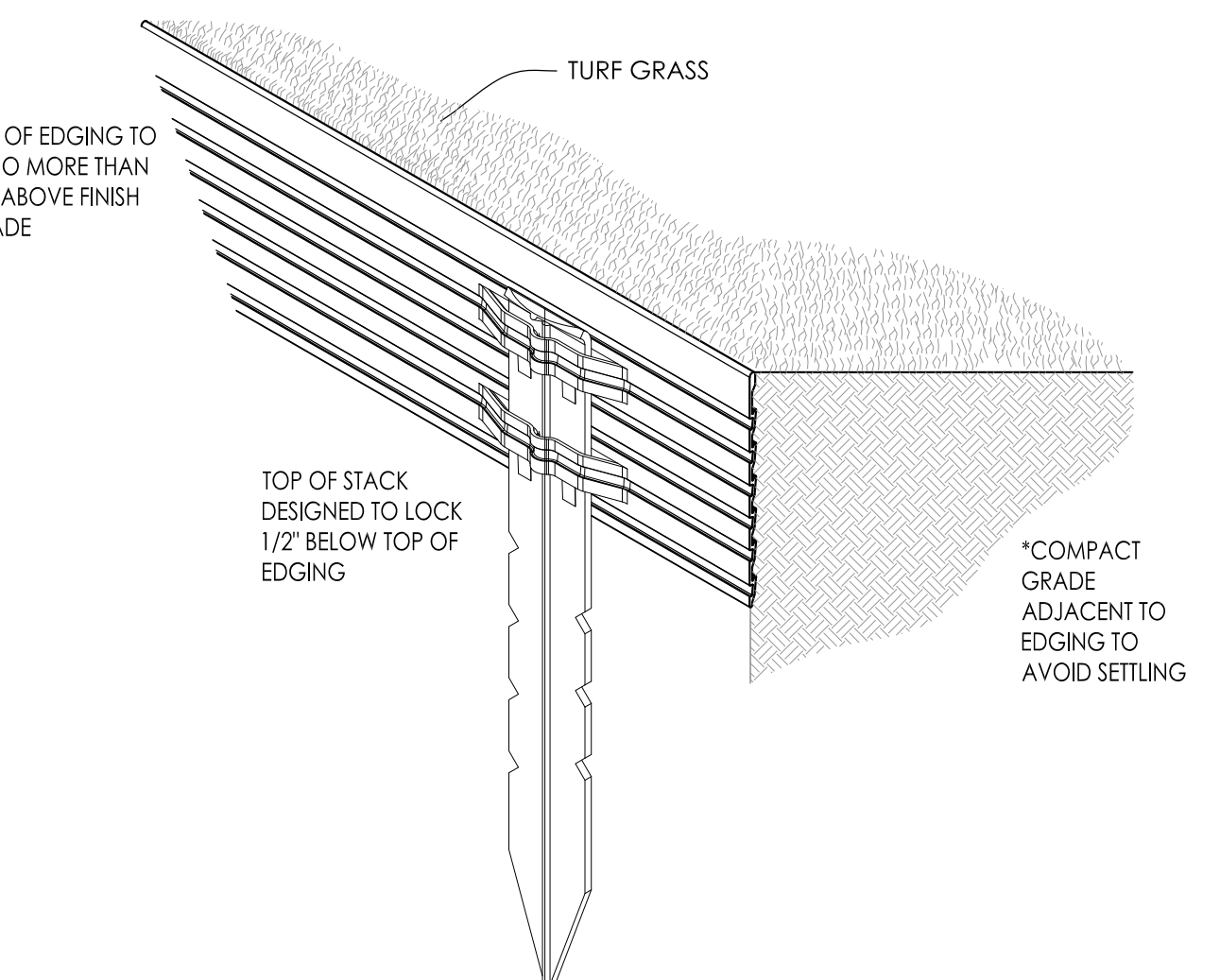
7 CONIFEROUS SHRUB PLANTING DETAIL
SCALE: NONE



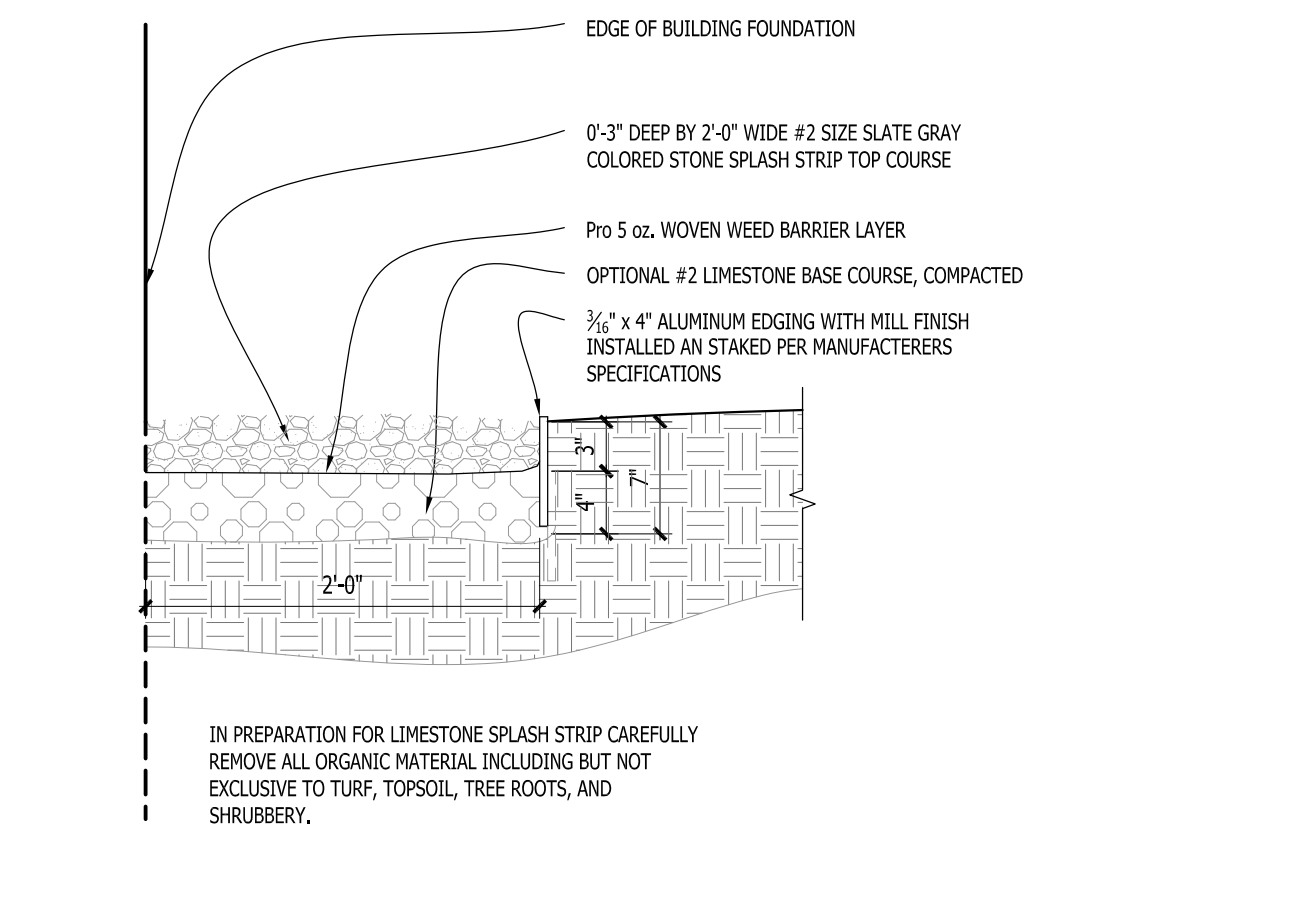
8 PERENNIAL BED PLANTING DETAIL
SCALE: NONE



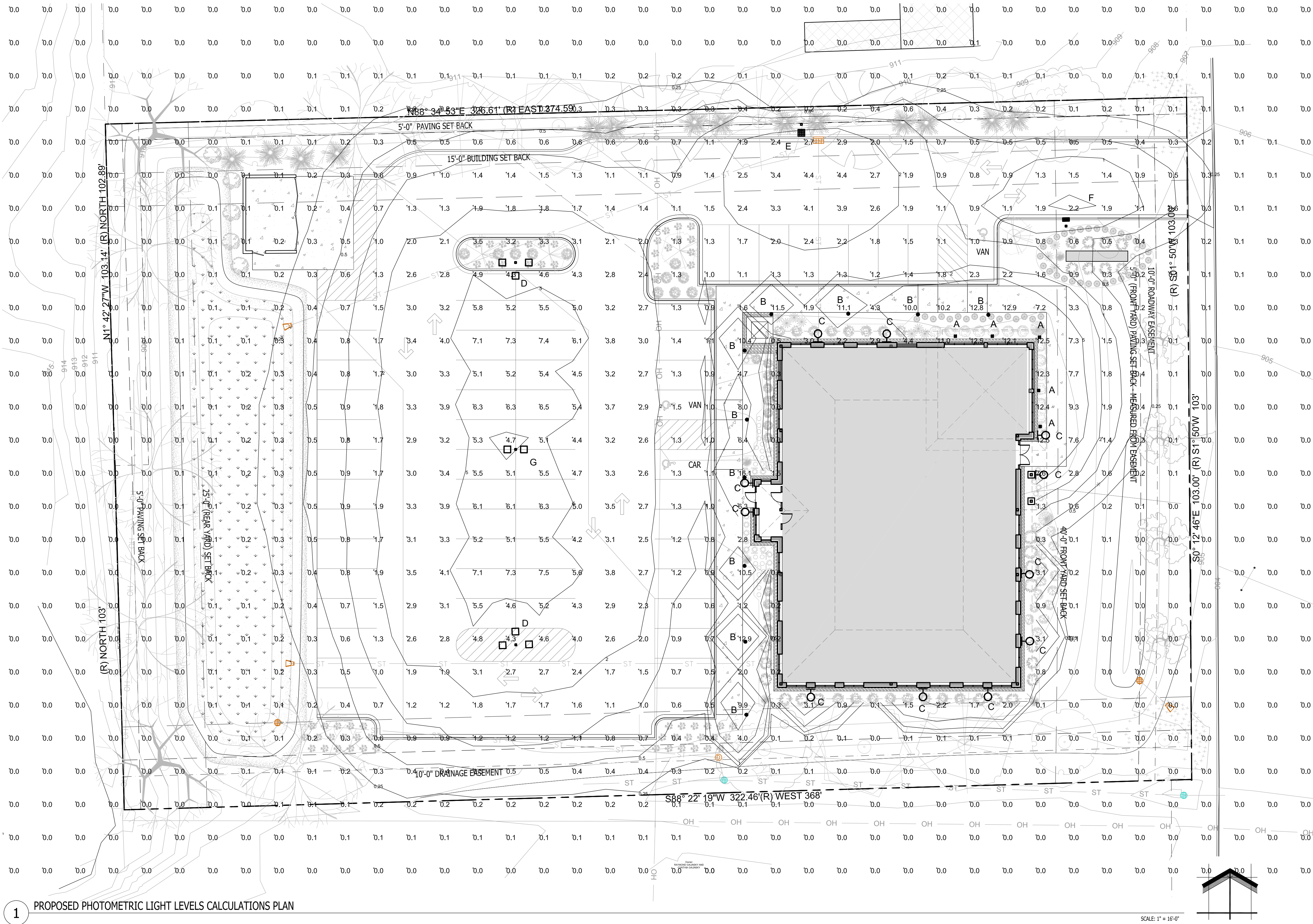
9 SPADE EDGE PLANT BED EDGE DETAIL
SCALE: NONE



10 METAL LANDSCAPE EDGING DETAIL
SCALE: 1/2" = 1'-0"



11 COMPACTED GRAVEL SPLASH STRIP
SCALE: 1" = 1'-0"

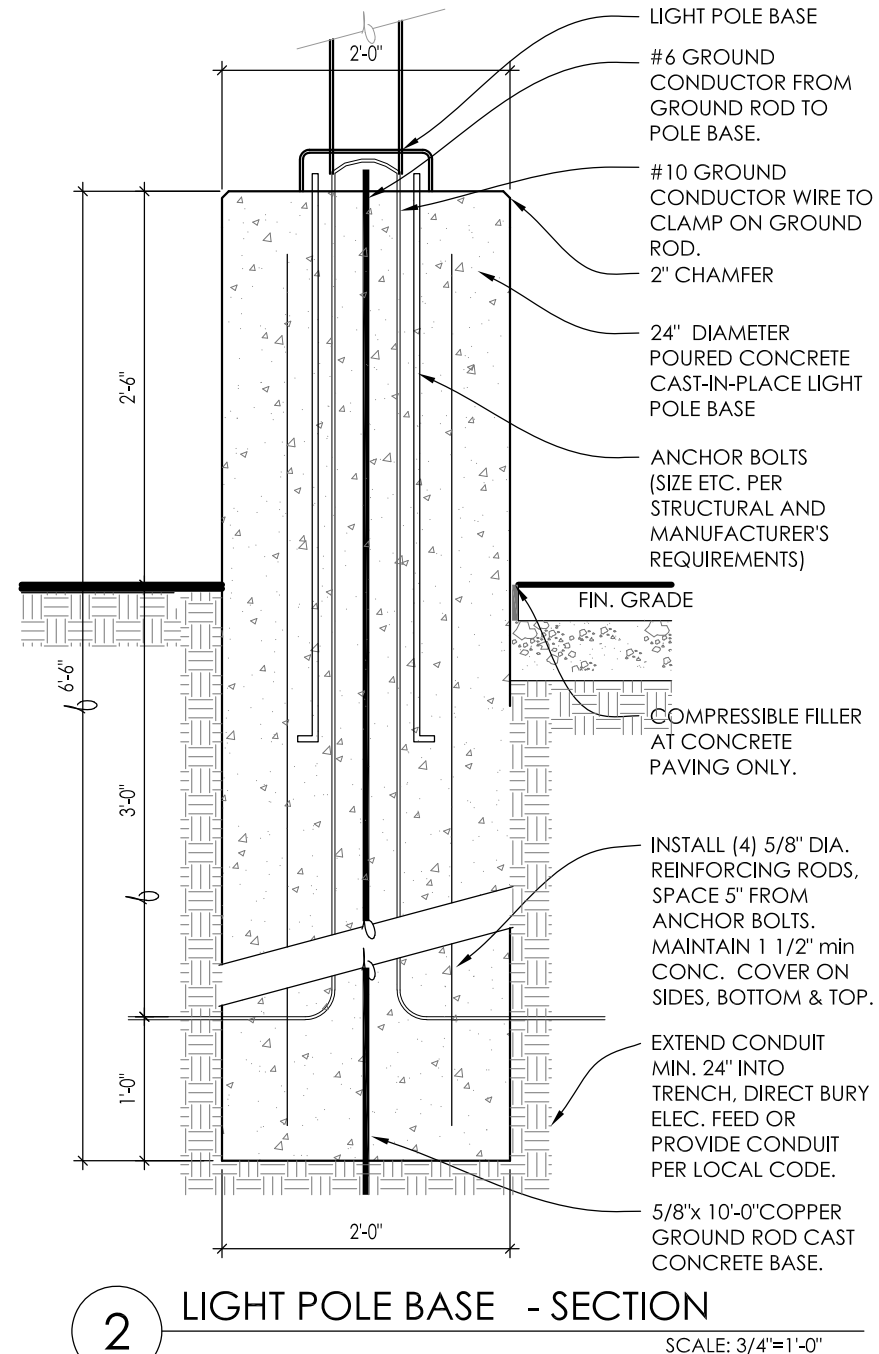


1 PROPOSED PHOTOMETRIC LIGHT LEVELS CALCULATIONS PLAN

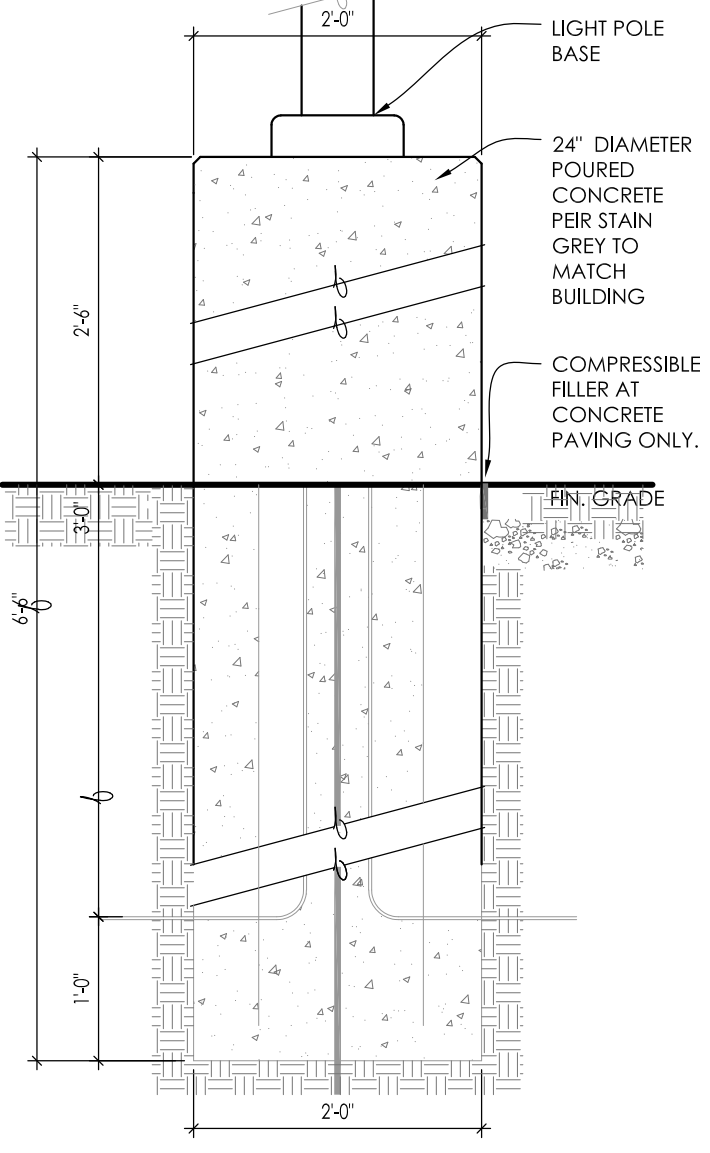
LUMINAIRE SCHEDULE						
Symbol	Label	Qty	Catalog Number	Description	Lamp	File
	A	5	ECL501_A5SM730-120-277V	EVOLVE CANOPY LED SOFFIT - ECL501	LED	ECL501_A5SM730-120-277V.ies
	B	10	XHYIP3-180-LED-16-350-WW-UE	XHYIP3		XHYIP3-180-LED-16-350-WW-UE.ies
	C	11	RH14-LED14	14-1/8" DIA. X 8-1/16" H. HEAVY DUTY REFLECTOR & WARM WHITE LEDS, LENS, WHITE REFLECTOR		RH14-LED14.ies
	D	2	EACL01_C4AF740	EACL AREA LIGHT	LEDs	EACL01_C4AF740.ies
	E	1	EACL01_D3AW740-120-277V WITH ELS-EACL-BLCK	EACL AREA LIGHT	LEDs	EACL01_D3AW740-120-277V WITH ELS-EACL-BLCK.ies
	F	1	EACL01_A2AN740-120-277V WITH ELS-EACL-BLCK	EACL AREA LIGHT	LEDs	EACL01_A2AN740-120-277V WITH ELS-EACL-BLCK.ies
	G	1	EACL01_C4AF740	EACL AREA LIGHT	LEDs	EACL01_C4AF740.ies
STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.1 fc	12.9 fc	0.0 fc	N / A	N / A

LUMINAIRE NOTES	
1.	FIXTURE "D" (2) IS A NEW POLE LOCATION w/ NEW FOOTING - NEW FIXTURE (TRIPLE HEAD AND TENONS) AND IS TO BE FULL CUT OFF LIGHT SOURCE IS TO BE INSTALLED ON A NEW 20'-0" POLE WITH A NEW 2'-6" REINFORCED POURED CONCRETE FOUNDATION. REFER TO DETAILS REFER TO DETAILS 3/PHO1.1 & 4/PHO1.1.
2.	FIXTURE "E" (1) IS A NEW POLE LOCATION w/ NEW FOOTING - NEW FIXTURE (SINGLE HEAD AND TENON) AND IS TO BE FULL CUT OFF WITH HOUSE SIDE SHIELDING IS TO BE INSTALLED ON A NEW 20'-0" POLE WITH A NEW 2'-6" REINFORCED POURED CONCRETE FOUNDATION. REFER TO DETAILS 3/PHO1.1 & 4/PHO1.1.
2.	FIXTURE "F" (1) IS A NEW POLE LOCATION w/ NEW FOOTING - NEW FIXTURE (SINGLE HEAD AND TENON) AND IS TO BE FULL CUT OFF WITH HOUSE SIDE SHIELDING IS TO BE INSTALLED ON A NEW 20'-0" POLE WITH A NEW 2'-6" REINFORCED POURED CONCRETE FOUNDATION. REFER TO DETAILS 3/PHO1.1 & 4/PHO1.1.
3.	FIXTURE "G" (1) IS A NEW POLE LOCATION w/ NEW FOOTING - NEW FIXTURE (TWIN HEAD AND TENONS) AND IS TO BE FULL CUT OFF LIGHT SOURCE IS TO BE INSTALLED ON A NEW 20'-0" POLE WITH A NEW 2'-6" REINFORCED POURED CONCRETE FOUNDATION. REFER TO DETAILS 3/PHO1.1 & 4/PHO1.1.
4.	FIXTURE "B" (10) IS A NEW BOLLARD LOCATION w/ NEW FOOTING. THE BOLLARD IS TO BE INSTALLED ON A NEW 0'-6" REINFORCED POURED CONCRETE FOUNDATION. REFER TO DETAIL 2/PHO1.3
5.	ALL PROPOSED FIXTURE HEADS ARE TO BE DARK-SKY COMPLIANT AND HAVE HARDWARE WITH ESMA FULL CUTOFF HOUSE SIDE SHIELDING WHERE REQUIRED. NEW PROPOSED POLE MOUNTED FIXTURES (HEADS AND TENONS) w/ BLACK FINISH AND OPTIONAL PHOTOCCELL CONTROL.
6.	ALL NEW CONCRETE LIGHT POLE BASES ARE TO HAVE ALL EXPOSED FORM MARKS REMOVED, GROUND FLUSH AND THE SURFACE IS TO BE PROPERLY PREPARED TO RECEIVE A HAND TROWELED, MASONRY SKIN COAT OF APPROPRIATE THICKNESS TO ACHIEVE A DURABLE SURFACE AND LONG LASTING AESTHETIC.
7.	ALL NEW PROPOSED AREA LIGHT POLES SHALL BE LOCATED 3'-0" FROM BACK OF CURB TO THE EDGE OR FACE OF THE REINFORCED LIGHT POLE BASE UNLESS NOTED OTHERWISE.
8.	INSTALLATION CONTRACTOR TO REFER TO ELECTRICAL PLANS FOR CONDUIT ROUTING OF LIGHT POLES AND SIGNAGE LIGHTING CONTROL AND WIRING.
9.	CONTRACTOR TO REFER TO REINFORCED LIGHT POLE BASE SECTION AND DETAIL FOR FURTHER INFORMATION.
10.	PROPOSED POLE MOUNTED FIXTURES (HEADS AND TENONS) ARE TO HAVE A BLACK FINISH w/ OPTIONAL PHOTOCCELL CONTROL.
11.	ALL EXTERIOR FIXTURES, BOTH BUILDING MOUNTED AND POLE FIXTURES SHALL BE DESIGNED AND INSTALLED SUCH THE THE LIGHT EMITTED FROM THE LUMINAIRE AT AN ANGLE OF 90 DEGREES FROM VERTICAL (OR MORE) AND NO LIGHT SHALL TRESPASS ACROSS PARCEL BOUNDARIES INTO ADJACENT LOT, BUILDINGS OR STREETS IN EXCESS OF 0.5 FOOT CLEARANCE OR MORE.
12.	ALL BUILDING MOUNTED LIGHT FIXTURES ARE TO BE COORDINATED WITH THE ARCHITECTURAL ELEVATIONS FOR EXACT MOUNTING HEIGHTS AND LOCATIONS.
13.	FOR PURPOSES OF CALCULATING THE SITE POLE LIGHTING AND PHOTOMETRIC OUTPUT LUMINAIRE WERE PLACED AT 22'-4" ABOVE FINISHED FLOOR ELEVATION AND ALL BUILDINGS MOUNTED FLOOD LIGHTS COORDINATED WITH THE ARCHITECTURAL ELEVATIONS AND PLACED AT HEIGHTS SPECIFIED ON THE BUILDING ELEVATIONS.

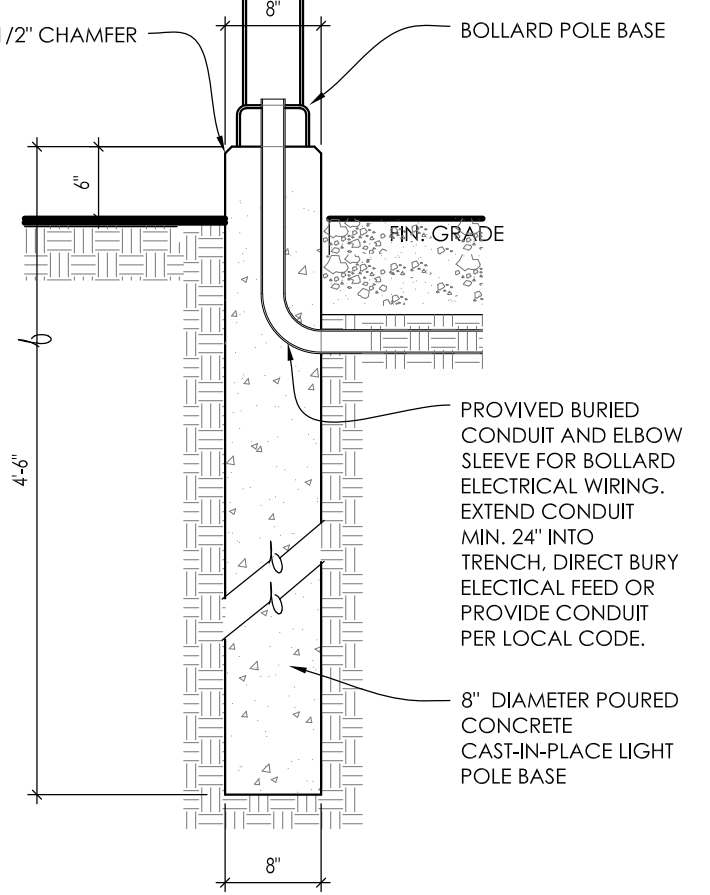
THIS LIGHTING PLAN REPRESENTS ILLUMINATION LEVELS ARE CALCULATED VALUES INCLUDE DIRECT AND INTER-REFLECTED COMPONENT AND ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH THE ILLUMINATING ENGINEERING SOCIETY (IES) APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY DUE TO CHANGES IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMP/LED'S AND OTHER MAY VARY DUE TO CHANGES IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMP/LED'S AND OTHER VARIABLE FIELD CONDITIONS. CALCULATIONS DO NOT INCLUDE OBSTRUCTIONS SUCH AS BUILDINGS CURBS, LANDSCAPING, OR ANY OTHER ARCHITECTURAL ELEMENTS UNLESS NOTED.



2 LIGHT POLE BASE - SECTION



3 LIGHT POLE BASE - ELEVATION



4 BOLLARD BASE - SECTION

PHOTOMETRIC PLAN GENERAL NOTES

- BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POLE PLACEMENTS AND LUMINAIRE ORIENTATION. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO RELEVANT FIELD CONDITIONS.
- THE DEPICTED ILLUMINATION RESULTS ARE BASED UPON ILLUMINATION MEASUREMENTS AS CALCULATED BY AN INDEPENDENT LABORATORY. LUMINAIRE CHARACTERISTICAL DATA WAS MEASURED UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH APPROVED ILLUMINATION ENGINEERING SOCIETY METHODS. ACTUAL ON-SITE PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY FROM LABORATORY TEST RESULTS DUE TO VARIATIONS IN: ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS.
- IF EXISTING LUMINAIRES ARE INCLUDED IN THIS REPORT, THEIR ILLUMINATION CHARACTERISTICS ARE BASED UPON A COMBINATION OF CUSTOMER'S PROVIDED SPECIFICATIONS & OUR BEST ESTIMATION.
- ALL EXISTING AND NEW CONCRETE LIGHT POLE BASES ARE TO HAVE ALL FORM MARKS REMOVED, GROUND FLUSH AND THE SURFACE IS TO BE PROPERLY PREPARED TO RECEIVE A HAND TROWELED, MASONRY SKIN COAT OF APPROPRIATE THICKNESS TO ACHIEVE A DURABLE SURFACE AND LONG LASTING AESTHETIC.

EXISTING CONDITIONS GENERAL NOTES

- INFORMATION PERTAINING TO EXISTING CONDITIONS GIVEN ON THESE ARCHITECTURAL DRAWINGS REPRESENTS TO THE BEST OF OUR KNOWLEDGE THE ACTUAL EXISTING FIELD CONDITIONS. INSITE LANDSCAPE DESIGN, INC. MAKES NO WARRANTY AS TO THEIR ACCURACY. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS IMPERATIVE TO THEIR WORK. REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. ANY WORK PERFORMED PRIOR TO RESOLUTION OF DISCREPANCIES BY THE LANDSCAPE ARCHITECT IS SUBJECT TO REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST TO THE CONTRACT.
- VERIFY LOCATION OF ALL EXISTING UNDERGROUND UTILITIES I.E. WATER, SEWER, ELECTRICAL, TELECOMMUNICATION AND ACCESS PANELS FOR ALL UTILITIES AND ALL ASSOCIATED EQUIPMENT FOR ACCESSIBILITY OF THOSE ITEMS.
- VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ALIGNMENT OF WALLS, BRING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECTS ATTENTION PRIOR TO FABRICATION / CONSTRUCTION BEGINS.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

DIGGERS HOT LINE

WISCONSIN STATUTE (2007/1974) REQUIRES A MINIMUM OF 3 DAYS NOTICE BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

UNDERGROUND SEWER AND UTILITY INFORMATION AS SHOWN IS OBTAINED FROM THE RECORDS OF MUNICIPALITY AND LOCAL UTILITY COMPANIES. THE ACCURACY OF WHICH CAN NOT BE GUARANTEED OR CERTIFIED TO. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS SURVEY ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL THE MILWAUKEE UTILITY ALERT NETWORK www.diggershotline.com (800-242-6511) OR

INSITE

LANDSCAPE DESIGN

Landscape Consulting & Master Planning Design Services

11525 W. North Avenue, Suite 1B
Wauwatosa, WI 53226
Tel (414) 476-1204
www.insitedesigninc.com
mdavis@insitedesigninc.com

Project:

SHOREWEST
REALTORS - NB

3885 S. Moorland Rd.
New Berlin, WI 53151

Issuance and Revisions:

Date	Number	Description
06/17/25		Pre Application Meeting Review
06/27/25		Plan Commission Submittal

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Sheet Title:

PROPOSED PHOTOMETRIC LIGHT
LEVEL CALCULATIONS PLAN,
GENERAL NOTES,
AND LIGHT FIXTURE TABLE

Date of Drawing: 06/27/25
Scale: 1" = 20'-0"
Drawn By: MCD
Job Number: L25-033
Sheet Number:

PHO1.1

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1 TROY LIGHTING RLM SHEPARDS HOOK WALL PACK LUMINARIE

1 TROY LIGHTING RLM SHEPARDS HOOK CONTINUED

2 GE EVOLVE ECLS SERIES CANOPY/SOFFIT LUMINAIRES

Issuance and Revisions:

06/27/25 Plan Commission Submittal

Sheet Title:

Sheet Number: _____

22



2

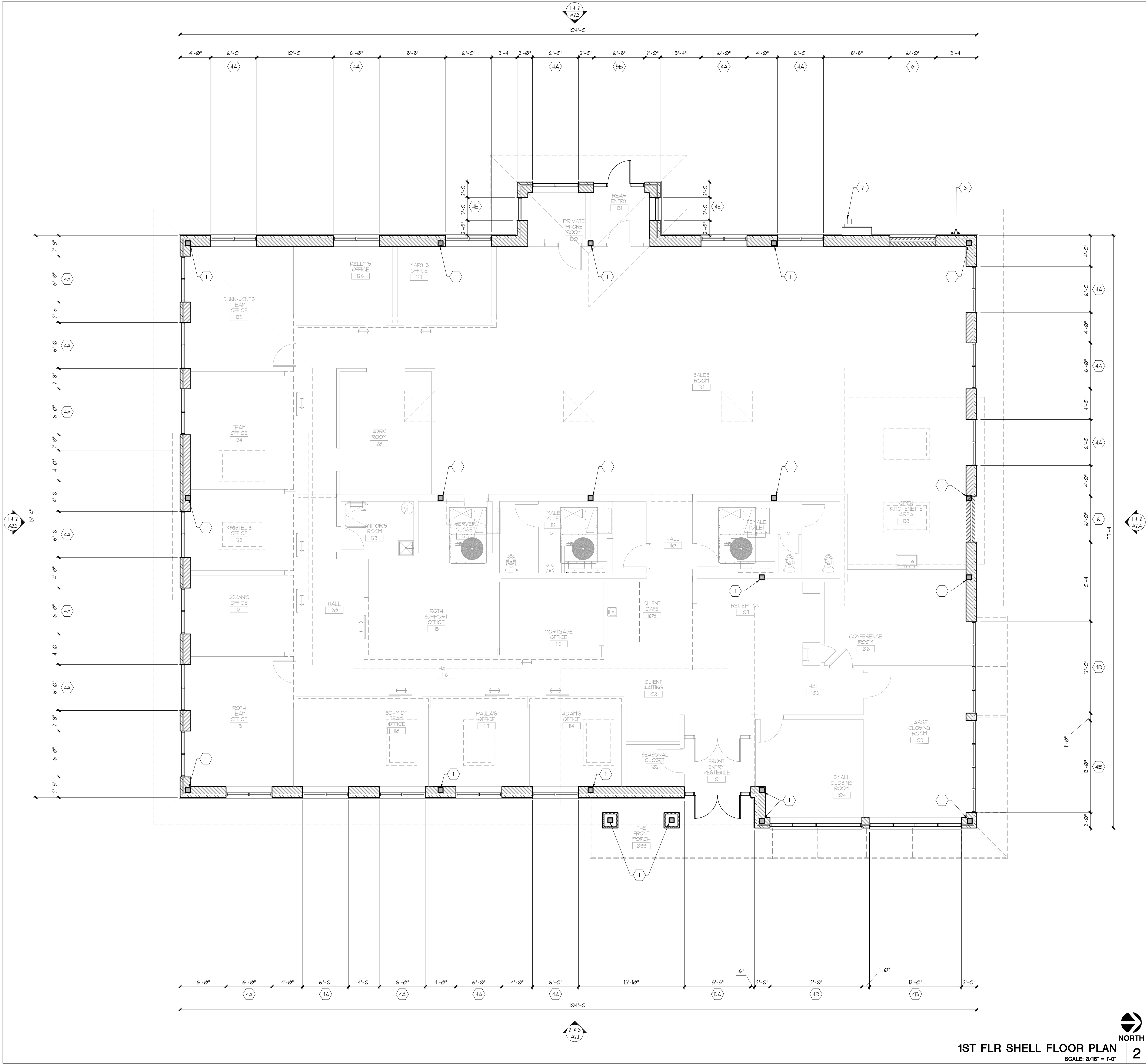
- 1 MONUMENT SIGN WITH SURROUNDING LANDSCAPE.
- 2 LANDSCAPE 4 TURF AREA. SEE LANDSCAPE PLANS FOR DETAILS.
- 3 LANDSCAPE 16LAND. SEE LANDSCAPE PLANS FOR DETAILS.
- 4 LANDSCAPE 4 STONE MULCH AREA. SEE LANDSCAPE PLANS FOR DETAILS.
- 5 LANDSCAPE 4 MULCH AREA. SEE LANDSCAPE PLANS FOR DETAILS.
- 6 24'-0" WIDE DRIVE OPENING. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 7 8'-0" WIDE CONCRETE SIDE WALK. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 8 8'-0" WIDE DEPRESSED CONCRETE SIDE WALK WITH SLOPED WALK AT ADA ENTRY POINT FROM PARKING AREA TO SIDEWALK. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 9 ADA PARKING SPACE SIGN FOR BOTH CAR AND VAN PARKING. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 10 24'-0" WIDE ASPHALT DRIVE AISLE. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 11 LOCATION OF TRANSFORMER.
SEE SITE ELECTRICAL PLANS FOR ALL DETAILS.
- 12 LOCATION OF EXTERIOR WALL MOUNTED STAINLESS STEEL (CT) ELECTRICAL CABINET WITH METER. SEE SITE ELECTRICAL PLANS FOR ALL DETAILS.
- 13 LOCATION OF EXTERIOR WALL MOUNTED GAS METER.
SEE SITE PLUMBING PLANS FOR ALL DETAILS.
- 14 DRY BASIN TO MEET MMSD CHAPTER 13 REQUIREMENTS WHICH WILL REQUIRE A PUMP THAT ADDRESSES THE DNR, MMSD, AND CITY OF NEW BERLIN STORMWATER REQUIREMENTS.
SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 15 SNOW STORAGE AREA.
SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 16 TRASH ENCLOSURE.
SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
- 17 HEAVY DUTY RATED CONCRETE SLAB WITHIN TRASH ENCLOSURE AND AS AN APRON FOR THE GARBAGE TRUCK FORKS AND FRONT WHEEL BASE.
SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 18 CONCRETE CURB AND GUTTER TYPICAL.
SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
- 19 6'-0" WIDE CONCRETE SIDE WALK. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.

- PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

DO NOT SCALE THESE DRAWINGS

FULL SIZE PRINT = 30" x 42" SHEET

[illegible]



1ST FLR SHELL FLOOR PLAN
SCALE: 3/16" = 1'-0"



2

SHELL FLOOR PLAN KEYED NOTES

- STEEL COLUMN.
SEE STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
- LOCATION OF EXTERIOR WALL MOUNTED STAINLESS STEEL (CT) ELECTRICAL CABINET WITH METER.
SEE SITE ELECTRICAL SUB-CONTRACTOR FOR ALL DETAILS.
- LOCATION OF EXTERIOR WALL MOUNTED GAS METER.
SEE PLUMBING SUB-CONTRACTOR AND WE ENERGIES FOR ADDITIONAL DETAILS.
- REFINISHED THERMAL BROKEN ALUMINUM STOREFRONT WINDOW SYSTEM.
FINISH COLOR: DARK BRONZE
THIS IS SHOWN AS KAUNEER'S TRIFAB VERSA GLAZE 451/451T FRAMING SYSTEM.
<https://www.kauneer.us/products/storefront-framing/>
A. SIZE 6'-0" WIDE x 6'-0" TALL
B. SIZE 12'-0" WIDE x 6'-0" TALL
C. SIZE 9'-0" WIDE x 7'-0" TALL
D. SIZE 25'-0" WIDE x 8'-8" TALL
E. SIZE 3'-0" WIDE x 6'-0" TALL
- REFINISHED THERMAL BROKEN ALUMINUM STOREFRONT ENTRY DOOR SYSTEM WITH TRANSOM WINDOW AND SIDES LITES.
DOOR SIZE 3'-0" WIDE x 7'-0" TALL
(A) TOTAL COMPOSITE SIZE 8'-8" WIDE x 9'-0" TALL
(B) TOTAL COMPOSITE SIZE 6'-8" WIDE x 9'-0" TALL
FINISH COLOR: DARK BRONZE
THIS IS SHOWN AS KAUNEER'S 5000 STANDARD ENTRANCE
<https://www.kauneer.us/products/doors-and-entrances/500-3500-standard-entrances/>
DOOR HANDLES SHOWN AS 1-1/4" DIAMETER x 5'-0" TALL
FINISH COLOR: DARK BRONZE
- BRICK VENEER 1/2" RECESS (FIELD IN BRICKED IN WINDOW AREA)

SHELL FLOOR PLAN NOTES
SCALE: N/A

1

DO NOT SCALE THESE DRAWINGS

PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

NOT FOR CONSTRUCTION

PLU SEE PRINT = 30" x 40" SET

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Project:

REV. #	REV. DATE	DESCRIPTION	REV. BY:
-	06/17/25	PRE-APPLICATION MEETING	WHC
-	06/27/25	PLAN COMMISSION SUBMISSION (06/13/25)	WHC

New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

DRAWING TITLE:	THIS BOX IS 12" x 12"
1ST FLR SHELL FLOOR PLAN	
DATE:	06/27/25
SCALE:	AS NOTED
DRAWN:	WHC
JOB:	25-008
SHEET:	A1.1



1ST FLR DIMENSIONED FLOOR PLAN
SCALE: 3/16" = 1'-0"

DIMENSIONED FLOOR PLAN KEYED NOTES

1

DEMOUNTABLE FULL GLASS WALL AND SLIDING DOOR SYSTEM (TYPICAL) AND SWING DOORS AS SHOWN. THIS IS THE TYPICAL WALL THAT SEPARATES THE HALL FROM THE PRIVATE OFFICES. REFER TO INTERIOR DESIGNER FOR ALL DETAILS.

2

FULL HEIGHT NON-LOAD BEARING INTERIOR PARTITION WALL, TYPICAL.

3

PARTIAL HEIGHT INTERIOR PARTITION WALL, TYPICAL.

4

WALL MOUNTED LADDER UP TO ROOF ACCESS HATCH AND THROUGH TO FLAT ROOF.

5

WALL MOUNTED LADDER UP TO CATWALK AND LIGHT HOUSE AREA.

2

DIMENSIONED FLOOR PLAN NOTES

SCALE: N/A

1

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Full size print = 30" x 42" sheet

DATE: 06/27/25
SCALE: AS NOTED
DRAWN: WHC
JOB: 25-008
SHEET: A1.2

1ST FLR DIMENSIONED FLOOR PLAN

DRAWING TITLE: THIS BOX IS 12" x 12"

Project:
New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

14.2
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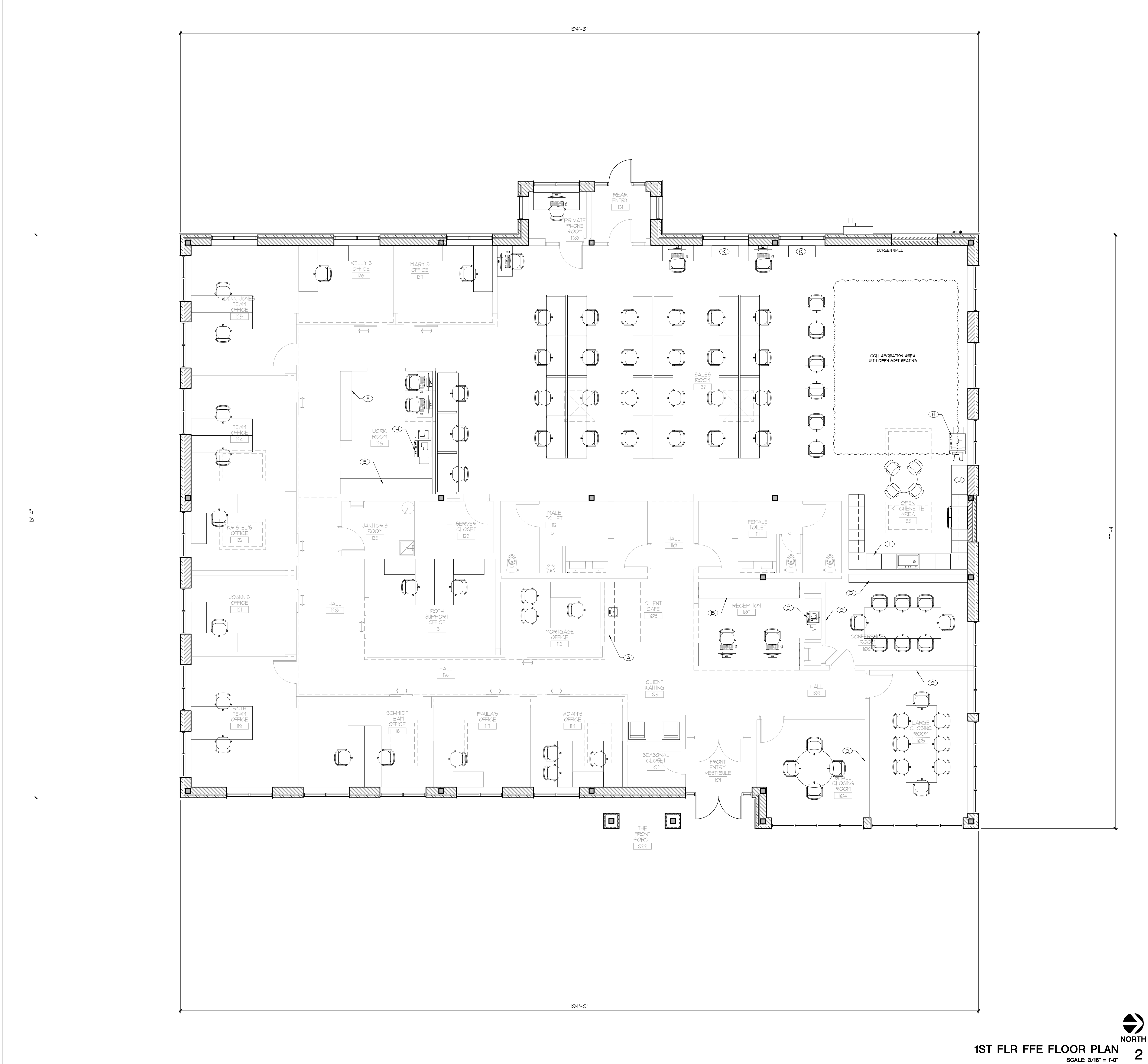
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A2.100



1ST FLR FFE FLOOR PLAN
SCALE: 3/16" = 1'-0"

FFE FLOOR PLAN NOTES				1
FURNITURE / EQUIPMENT PLAN NOTES:				
1. FURNITURE / EQUIPMENT PLAN PROVIDED FOR REFERENCE ONLY. VERIFY ALL FINAL SELECTIONS, LOCATIONS AND SERVICE REQUIREMENTS W/ EQUIPMENT SUPPLIER & OWNER.				
2. ELECTRICIAN TO COORDINATE ELECTRICAL & LOW VOLTAGE NEEDS W/ EQUIPMENT SUPPLIER.				
3. VERIFY W/ OWNER ANY SPECIAL EQUIPMENT INSTALLATION.				
EQUIPMENT TAGS:				
Ⓐ COFFEE BAR / BEVERAGE BAR BASE CABINET WITH COUNTER TOP & WALL CABINETS. PROVIDE WET-BAR SINK. PROVIDE R/O FOR COFFEE SYSTEM.				
Ⓑ BASE CABINET WITH COUNTER TOP AND WALL MOUNTED LOGO ABOVE.				
Ⓒ BASE CABINET WITH COUNTER TOP AND DESK TOP PRINTER.				
Ⓓ BASE CABINET WITH COUNTER TOP TO SERVE AS A BEVERAGE SHELF.				
Ⓔ BASE CABINET WITH COUNTER TOP TO SERVE AS THE ENDING STATION.				
Ⓕ MAIL BOXES.				
Ⓖ WALL MOUNTED FLAT SCREEN TV SCREEN.				
Ⓗ PRINTER.				
Ⓛ KITCHENETTE WITH THE FOLLOWING: BASE CABINETS WITH COUNTER TOP WALL CABINETS PROVIDE R/O FOR COFFEE SYSTEM AND REFRIGERATOR REFRIGERATOR ALL SHALL BE ADA COMPLIANT PLEASE NOTE THERE IS NO OVEN RANGE TOP DISHWASHER				
Ⓜ STORAGE CABINET FOR PRINTER SUPPLIES INCLUDING PAPER PRODUCTS.				
Ⓚ LATERAL FILE.				
Ⓛ SECURED LOCK BOXES (MILLWORK): • OCCONOMUOC ONLY.				
Ⓜ BUILT-IN MANTEL WITH ELECTRO-FLAME FIREPLACE BELOW: • OCCONOMUOC ONLY.				
Ⓝ MOBILE WORK STATION ISLAND - (MOVEABLE FURNITURE): • OCCONOMUOC ONLY.				
Ⓞ WATER FALL ISLAND - (MILLWORK): • OCCONOMUOC ONLY.				

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Full size print = 30" x 42" sheet

Project:

New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

DRAWING TITLE:
1ST FLR FFE FLOOR PLAN

DATE: 06/27/25

SCALE: AS NOTED

DRAWN: WHC

JOB: 25-008

SHEET: **A1.3**

THIS BOX IS 12" x 12"

REV. #	REV. DATE	DESCRIPTION	REV. BY:
-	06/17/25	PRE-APPLICATION MEETING	WHC
-	06/27/25	PLAN COMMISSION SUBMISSION (09/13/25)	WHC



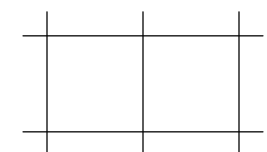
GENERAL ELECTRICAL NOTES:

- ALL ELECTRICAL WORK TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES AND STANDARDS. ELECTRICAL DEVICES SHOWN ARE A MINIMUM TO BE REQUIRED BY THE OWNER. ADDITIONAL DEVICES MAY BE REQUIRED BY GOVERNING CODES. ELECTRICAL CONTRACTOR TO PROVIDE ADDITIONAL ELECTRICAL SYSTEMS AS REQUIRED BY GOVERNING CODES.
2. REFLECTED CEILING PLAN WITH LIGHTING LAYOUT IS FOR REFERENCE ONLY. ELECTRICAL ENGINEER/DESIGN BUILDER IS RESPONSIBLE TO FIELD VERIFY ALL EXISTING CONDITIONS. ELECTRICAL ENGINEER/DESIGNER TO PROVIDE FOR ALL REQUIRED DEVICES, DAYLIGHT CONTROLS, AND ACTUAL ENERGY CONSUMPTION OF THE DESIGN IN ORDER TO COMPLY WITH ALL GOVERNING CODES. LIGHTING DESIGNER IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PLAN APPROVALS AND ON SITE NOTIFICATIONS.
3. ELECTRICAL ENGINEER/DESIGN BUILDER TO PROVIDE CUT SHEETS OF RECOMMENDED MANUFACTURER & LOCATE & RECOMMENDED LOCATION OF LIGHT FIXTURES TO OWNER'S ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
4. ELECTRICAL ENGINEER/DESIGN BUILDER TO PROVIDE DESIGN AND INSTALLATION FOR ANY REQUIRED EMERGENCY LIGHTING, EMERGENCY STAND BY POWER, SMOKE DETECTION AND FIRE ALARM SYSTEM PER ALL GOVERNING CODES, ORDINANCES AND STANDARDS. VERIFY W/ IBC FOR EMERGENCY LIGHTING REQUIREMENTS. CODE SECTION 1008.03.5.
5. ELECTRICAL CONTRACTOR TO COORDINATE SWITCHING SCHEDULE WITH TENANT TO ACCOMMODATE OWNER'S REQUIREMENTS.
6. VERIFY WITH GENERAL CONTRACTOR SCOPE OF WORK FOR ADDITIONAL ELECTRICAL REQUIREMENTS (WALL HEATERS, EXHAUST FANS, EQUIPMENT CONNECTION, ETC.)
7. ELECTRICAL ENGINEER/DESIGN BUILDER SHALL WORK WITH MECHANICAL CONTRACTOR FOR ELECTRICAL REQUIREMENTS.
8. ELECTRICAL ENGINEER/DESIGN BUILDER SHALL WORK WITH OWNER'S SECURITY SYSTEM PROVIDER FOR ELECTRICAL REQUIREMENTS.
9. ELECTRICAL ENGINEER/DESIGN BUILDER TO COORDINATE PHONE, DATA, CATV, SWITCH & RECEPTACLE LOCATIONS WITH TENANT PRIOR TO INSTALLATION.
10. DUPLEX RECEPTABLES, TELEPHONE/ DATA RECEPTABLES TO BE INSTALLED PER OWNER DIRECTION. ELECTRICAL OUTLETS TO BE INSTALLED 18"-20" O.C. AT ALL PERIMETER AND DEMISING WALLS BY LANDLORD.
11. DO NOT SCALE THESE DRAWINGS.
12. REVIEW ALL DRAWINGS INCLUDING DRAWING DIMENSIONS PRIOR TO BIDDING, FABRICATING OR CONSTRUCTING ANY WORK. ALL SUBCONTRACTORS TO RECEIVE COMPLETE SETS OF DRAWINGS FOR PROJECT.

REFLECTED CEILING PLAN NOTES:

1. PROVIDE REQUIRED VENTILATION/EXHAUST FANS AS REQUIRED BY CODE (TOILET ROOMS, JANITOR CLOSET)
2. REFER TO MECHANICAL, ELECTRICAL, AND FIRE PROTECTION DOCUMENTS FOR FIXTURE TYPES & LOCATIONS (DESIGNED BY D/B SUB/CONTRACTOR). GENERAL CONTRACTOR SHALL HOLD A COORDINATION MEETING BETWEEN THESE SUBS W/ OWNER'S REPRESENTATIVE.
3. INSTALL HUNG DOWL CLIPS ON ALL CEILING TILES LOCATED IN VESTIBULES
4. REFER TO HVAC PLANS FOR VARIOUS HVAC DUCT TYPES & LOCATIONS, LOWER (GRILLS AND DIFFUSERS) LOCATIONS TO BE COORDINATED WITH HVAC CONTRACTOR. CUT SHEETS TO BE PROVIDED PRIOR TO INSTALLATION FOR OWNER APPROVAL.
5. SEE ELEVATION FOR ADDITIONAL EXTERIOR FIXTURE LOCATIONS.
6. PROVIDE A PER UNIT PRICE FOR ADDITIONAL FIXTURES AND RECEPTACLES THAT WILL BE ADDED DURING CONSTRUCTION.
7. PROVIDE J-BOX FOR EXTERIOR SIGN LOCATIONS, VERIFY LOCATION W/ OWNER.
8. PROVIDE TIMECLOCK FOR ALL EXTERIOR LIGHTING ON PHOTOCELLS.
9. CEILING SOFFIT WALLS AND BULKHEAD HEIGHTS SHALL BE AS LISTED BELOW
(A) TYPICAL OFFICE AREA: 10'-0".
(B) TOILET ROOM AREA: 10'-0".
(C) BOTTOM OF FINISHED BULKHEAD AND SOFFIT WALLS, SHALL BE 6" BELOW THE CEILING THAT SURROUND IT.

REFLECTED CEILING PLAN SYMBOL LEGEND



2x1 LAYIN GRID WITH 1" "T", 2x2x5/8 ACOUSTICAL CEILING TILE
- SEE INTERIOR DESIGN GROUP FOR ALL SELECTIONS.

REFLECTED CEILING KEYED NOTES

1. ALL ITEMS ARE TYPICAL, UNLESS NOTED WITH A (*).
2. ALL ITEM ARE ABOVE AND FOR GENERAL REFERENCE, WHEN NOTED WITH A (*).

- 1 SOFFIT WALL.
- 2 BULKHEAD.
- 3 SKYLIGHT.
- 4 GYP. BD. AND STEEL STUD FRAMED LIGHT WELL FROM DORMER SYSTEM ABOVE.
- 5a RTU SHOWN FOR GENERAL REFERENCE.
- 6a APPROXIMATE LOCATION OF PRIMARY AND SECONDARY ROOF DRAINS. SHOWN FOR GENERAL REFERENCE.
- 7a LINE OF SUN SHADE SYSTEM. SHOWN FOR GENERAL REFERENCE.
- 8a LINE OF FLAT ROOF SYSTEM. SHOWN FOR GENERAL REFERENCE. THIS ROOF RINGS UNDER THE MAIN 1ST FLOOR ROOF SYSTEM.
- 9a LINE OF 1ST FLOOR ROOF SYSTEM. SHOWN FOR GENERAL REFERENCE.
- 10a LINE OF DORMER ROOF SYSTEM. SHOWN FOR GENERAL REFERENCE.
- 11 OPEN TO STRUCTURE / NO FINISHED CEILING IN THIS AREA / SPACE VOLUME.

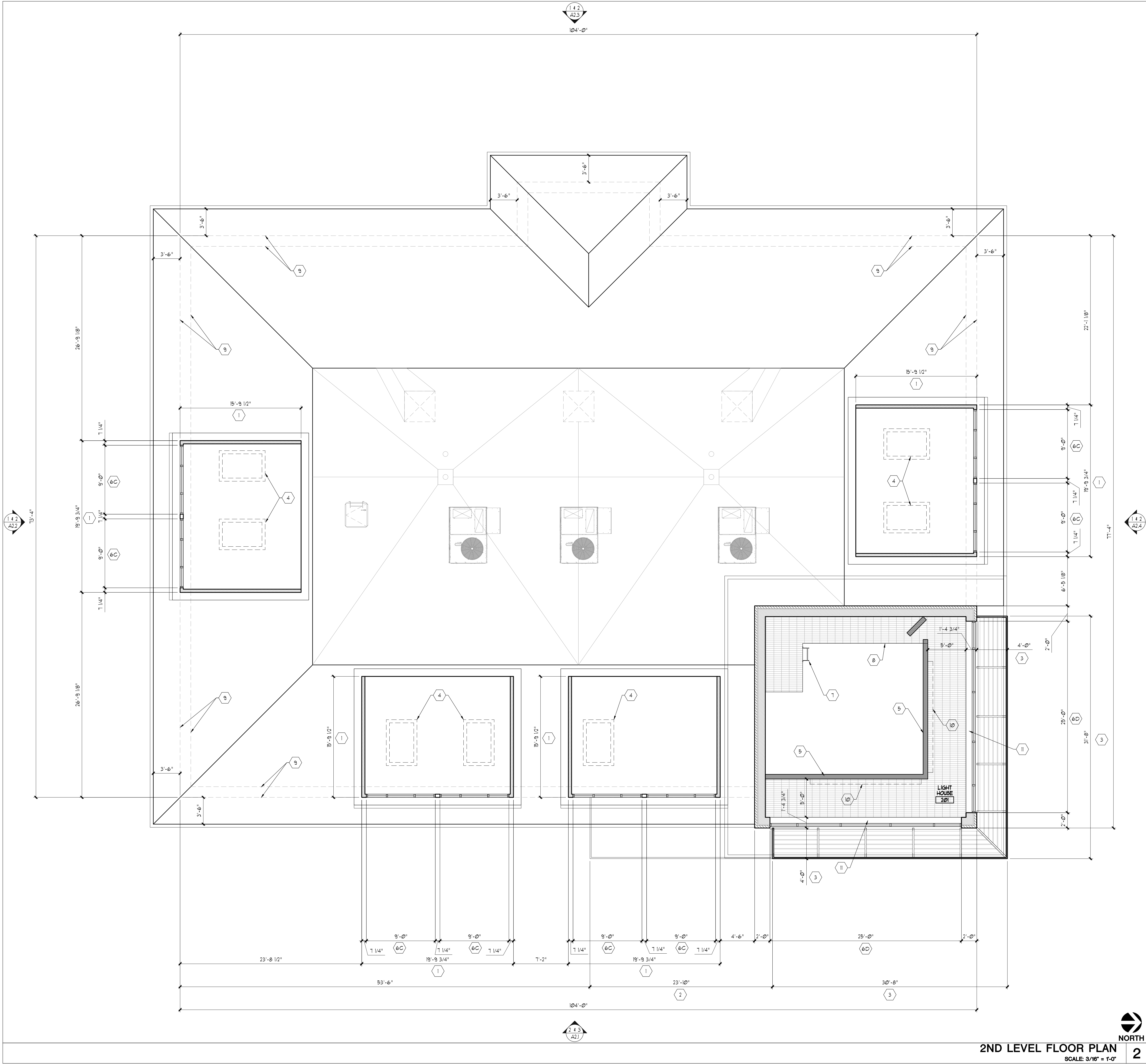
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 PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781	New Building for: Shorewest Realtors 3885 South Moorland Road New Berlin, WI 53151		Project:	
	DRAWING TITLE:	THIS BOX 1/4" x 1/4"	REV. #	REV. BY:
	1ST FLR REFLECTED CEILING PLAN			
	DATE: 06/17/25			
	SCALE: AS NOTED			
DRAWN: WHO				
JOB: 25-006				
SHEET:				

A14



2ND LEVEL FLOOR PLAN
SCALE: 3/16" = 1'-0"

2ND LEVEL FLOOR PLAN NOTES									
SCALE: N/A									
1									
DIMENSIONED FLOOR PLAN KEYED NOTES									
1 TRUE DORMER WITH INTERIOR LIGHTING. THE FRONT OF THE DORMER HAS WITH AZEK TRIM BOARDS 3-1/2". THE SIDE ULL TYPICALLY HAVE SIDING (SEE KEY NOTE #13) AND HAVE AZEK TRIM BOARDS (3-1/2"). TRIM BOARDS SHALL BE PAINTED DARK BRONZE. DORMER IS SHOWN WITH A 11 / 12 SLOPE.									
2 CANTILEVERED CANOPY WITH G-GUTTER, EXTRUDED DECK AND PERMETER CONCEAL LIGHTING. SIZE 16" TALL x AS DIMENSIONED AND EXTENDS 4'-0" FROM FACE OF BUILDING. FINISH COLOR DARK BRONZE MANUFACTURER AMERICAN PRODUCTS, INC. https://americanproducts.com/product/canopy-cantilevered-g-gutter-extruded-deck/ CONTACT NATHAN SHERMAN / (813) 925-0144 / nsherman@americanproducts.com									
3 CANTILEVERED SUNSHADE WITH HOLLOW BLADES AND PERMETER CONCEAL LIGHTING. SIZE 16-1/2" TALL x EXTENDS 4'-0" FROM FACE OF BUILDING. FINISH COLOR DARK BRONZE MANUFACTURER AMERICAN PRODUCTS, INC. https://americanproducts.com/product/sunshade-horizontal/ CONTACT NATHAN SHERMAN / (813) 925-0144 / nsherman@americanproducts.com									
4 LIGHT WELL FROM DORMER DOWN TO FIRST FLOOR.									
5 FULL HEIGHT NON-LOAD BEARING INTERIOR PARTITION WALL, TYPICAL.									
6 PREFINISHED THERMAL BROKEN ALUMINUM STOREFRONT WINDOW SYSTEM. FINISH COLOR DARK BRONZE THIS IS SHOWN AS KAUNEER'S TRIFAB VERSA GLAZE 451/451T FRAMING SYSTEM. https://www.kauneer.com/products/storefront-framing/ A. SIZE 6'-0" WIDE x 6'-0" TALL B. SIZE 12'-0" WIDE x 6'-0" TALL C. SIZE 9'-0" WIDE x 2'-0" TALL D. SIZE 25'-0" WIDE x 9'-0" TALL E. SIZE 3'-0" WIDE x 6'-0" TALL									
7 WALL MOUNTED LADDER UP TO CATWALK AND LIGHT HOUSE AREA.									
8 BAT GRATE FLOOR / CAT WALK TO ACCESS LIGHT HOUSE FROM FIRST FLOOR LEVEL.									
9 LINE OF EXTERIOR WALL BELOW FOR GENERAL REFERENCE.									
10 WALL MOUNTED INTERNALLY ILLUMINATED SHOREWEST SIGN WITH LOGO.									
11 FLOOR MOUNTED CONTINUOUS LIGHT FIXTURES WITH AN UP/FORWARD THROW TO SOLID WALL PLANE. SEE LIGHTING DESIGNER FOR ALL DETAILS.									

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FULL SIZE PRINT = 30" x 42" SET

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DATE: 06/27/25
SCALE: AS NOTED
DRAWN: WHC
JOB: 25-008
SHEET: A15

Project:
New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

PERSPECTIVE DESIGN, INC.
11525 N. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

REV. #	REV. DATE	DESCRIPTION	REV. BY:	WHC
-	06/17/25	PRE-APPLICATION MEETING	WHC	
-	06/27/25	PLAN COMMISSION SUBMISSION (09/13/25)	WHC	



2ND LEVEL ROOF PLAN

- SEE STRUCTURAL ROOF FRAMING PLAN AND DETAILS FOR ADDITIONAL ROOF NOTES. STRUCTURE SHALL BE DESIGNED TO WITHSTAND RAIN LOADS UP TO THE HEIGHT REQUIRED FOR EFFECTIVE SECONDARY DRAINAGE. WEIR SHALL BE TO RESIST INCREASED PONDING LOADS DUE TO ROOF DEFLECTION PLUMBING DESIGNER TO COORDINATE RAIN LOADS WITH STRUCTURAL FOR VERIFICATION OF CAPACITY.
- COORDINATE ALL ROOF EQUIPMENT SITES AND PENETRATIONS W/ HVAC, ELECTRICAL, AND PLUMBING DESIGN/BUILDER. INSTALL EQUIPMENT FLUES AND VENTS AFTER INSTALLATION OF EQUIPMENT. ROOFING CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED ROOF PENETRATIONS, FLASHING, AND MATERIALS.
- CUT IN ALL VENTS, STACKS, E.T.C. AS REQUIRED FOR PLUMBING EQUIPMENT.
- LOCATE ALL ROOF PENETRATIONS AND EQUIPMENT TO PROVIDE THE BEST POSSIBLE SCREENING FROM STREET FRONTS.
- TAPER INSULATION CRICKETS AT HIGH SIDE OF ROOF TOP EQUIPMENT TO MAINTAIN WATER FLOW TO ROOF DRAINS. MIN. CRICKET THICK 1/4" PER 1'. VERIFY ROOF TOP EQUIPMENT QUANTITY + LOCATION WITH MECHANICAL CONTRACTOR.
- ALL MTL FLASHING-CORING TO BE INSTALLED PER NFPA24 STANDARDS
- R.D. (ROOF DRAIN) + D.S. (DOWN SPOUT) W/ DEBRIS SCREENS TO STORE DRAINAGE SYSTEM OR GRADE-REFER TO CIVIL FOR FURTHER DETAILS
- OWNERS ROOFING CONTRACTOR SHALL PROVIDE ROOFING MEMBRANE TO ALLOW GC TO KEEP NEW CONSTRUCTION LEATHER TIGHT.
- ROOF ACCESS IS REQ. PER RSC AND IMC SECTION 306.5 ROOF STRUCTURE HEIGHT EXCEEDS 36'-0" + CONTAINS APPLIANCES REQUIRING ACCESS.
- SLOPE GUTTER TO DOWN SPOUT - 1/8" PER FOOT MIN.
- ICE AND WATER SHIELD TO BE INSTALLED AT LEAST TWO SHEET HIGH (48" MIN.) ABOVE EAVES. EXTENDING A MIN OF 24" FROM THE INSIDE FACE OF THE OUTSIDE WALL. INSTALL ICE AND WATER SHIELD AT VALLEYS, RIDGES, AND DORMERS. INSTALL PER NSCA ROOFING AND WATER PROOFING MANUAL, LATEST ADDITION.
- DO NOT SCALE THESE DRAWINGS.
- REVIEW ALL DRAWINGS INCLUDING DRAWING DIMENSIONS FIRST BY BIDDING/FABRICATING OR CONSTRUCTING ANY WORK. ALL SUBCONTRACTORS TO RECEIVE COMPLETE SETS OF DRAWINGS FOR PROJECT.
- SLOPE LINES REPRESENT APPROXIMATE RIDGE AND VALLEYS OF ROOF SLOPE. EVEN WHEN STRUCTURE IS SLOPED, REDUCED OR ADDITIONAL TAPERED INSULATION MAY BE REQUIRED TO PROVIDE PROPER DRAINAGE AND PREVENT PONDING. CONFIRM INSULATION INSTALLED SUCH THAT MINIMUM R-VALUES ARE MAINTAINED THROUGHOUT THE ROOF SURFACE OVER THE TOTAL AVERAGE OF THE ROOF. ALTHOUGH THESE MAY BE REDUCED NEAR THE DRAIN LOCATIONS, SLOPE OF INSULATION SHALL NOT BE LESS THAN THE TYPICAL ROOF SLOPE UOWN OR ALLOWED BY THE MEMBRANE SUPPLIER.
- ALL STANDING SEAM METAL ROOF SLOPE HAVE A STRUCTURAL SLOPE OF 4/12), UNLESS OTHERWISE NOTED.
- ALL DORMERS WITH A STANDING SEAM METAL ROOF FINISH HAVE A STRUCTURAL SLOPE OF 1/12).
- ALL FLAT ROOF AREAS HAVE A FLAT STRUCTURAL ROOF. THE SLOPE MUST BE CREATED BY ADDITIONAL RIGID ROOF INSULATION TO A MINIMUM 2% SLOPE.

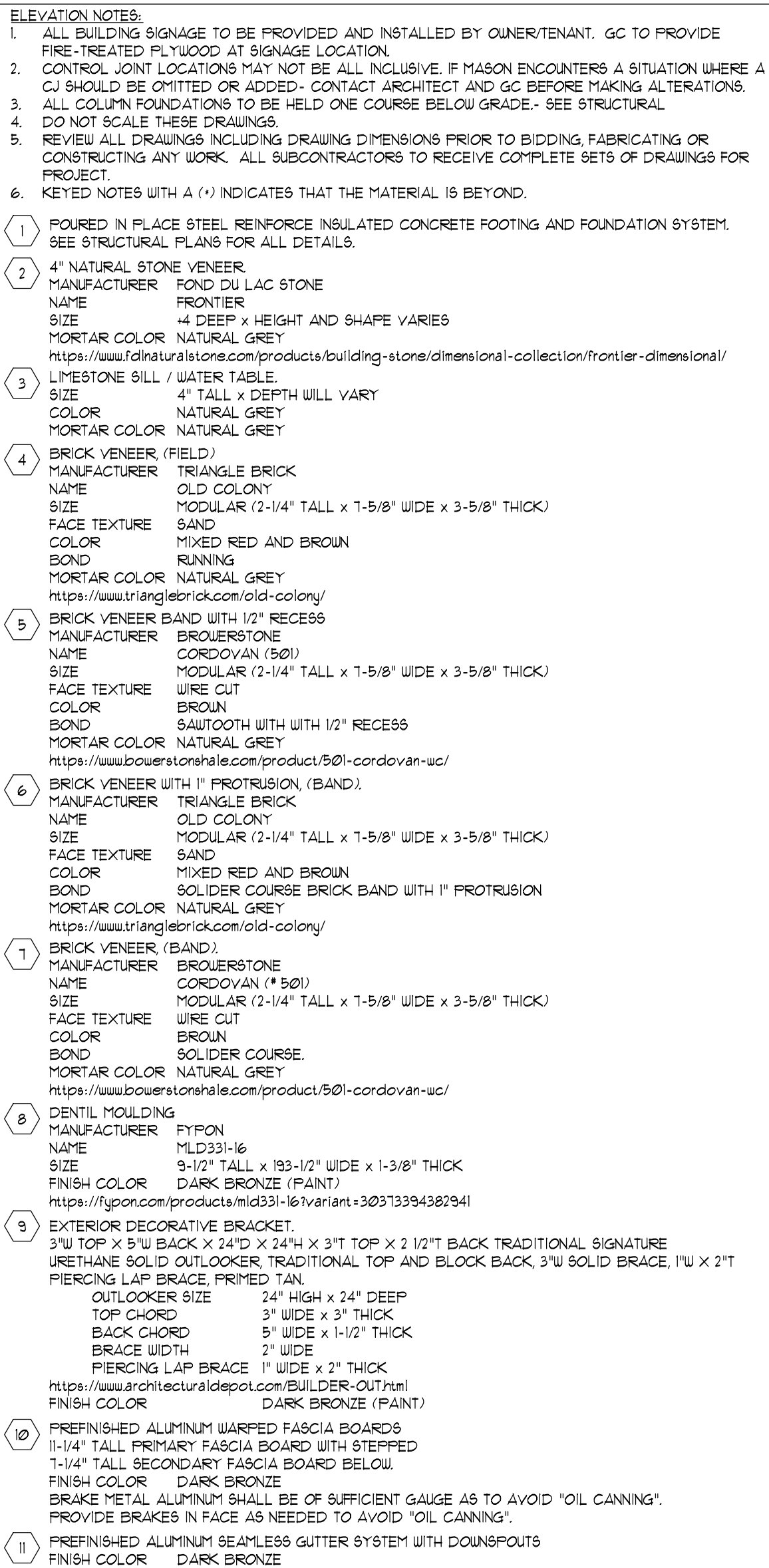
1. ROOF TYPING EQUIPMENT TO BE PLACED ON 12" CURBS HIGHER THAN SECONDARY ROOF DRAIN TO PREVENT WATER DAMAGE TO EQUIPMENT AND LEAKING INTO BUILDING
2. PROVIDE VAV BOXES WITH SEPARATE THERMOSTATS FOR EACH OFFICE/CONFERENCE ROOM/CLOSING ROOM/OPEN OFFICE/WORK ROOMS
3. UNLESS OTHERWISE NOTED ON STRUCTURAL PLANS, MECHANICAL EQUIPMENT NOT SHOWN ON THESE DRAWINGS IS ASSUMED NOT TO HAVE BEEN DESIGNED TO BE ACCOMMODATED BY THE ROOF STRUCTURE. ANY ADDITIONAL MECHANICAL ITEMS ON (OR HUNG FROM) THE ROOF SHALL BE COMMUNICATED TO THE ARCHITECT AND STRUCTURAL ENGINEER WITH THEIR OPERATING WEIGHTS AND LOCATIONS.

—————> = SLOPE OF ROOF FROM HIGH POINT TO LOW POINT (GUTTER OR ROOD DRAIN).

- 1 ROOF ACCESS HATCH. WALL MOUNTED WALL LADDER IS BELOW.
- 2 PRIMARY AND SECONDARY ROOF DRAINS.
SEE PLUMBING AND ROOF CONTRACTOR FOR ADDITIONAL DETAILS.
- 3 48" x 48" SKYLIGHT.
- 4 ROOF TOP MOUNTED AIR CONDITIONING UNIT ON A 12" CURB.
SEE HVAC AND ROOF CONTRACTOR FOR ADDITIONAL DETAILS.
RTU A
TOTAL WEIGHT WITH CURB :
RTU B
TOTAL WEIGHT WITH CURB :
RTU C
TOTAL WEIGHT WITH CURB :
- 5 THIS ROOF AREA HAS STEEL JOISTS AND BEAMS THAT ARE FLAT. PROVIDE FLAT RIGID INSULATION THAT MEETS THE MINIMUM R-VALUE LISTED FOR THE ROOF ASSEMBLY AND THEN ADD AN ADDITIONAL RIGID INSULATION THAT IS PROFILED TO SLOPE TOWARDS THE ROOF DRAINS.
- 6 FREE-FINISHED SEAMLESS GUTTER AND DOWNPOUT SYSTEM AS DESIGNER BY ROOF SUB-CONTRACTOR. THIS IS TYPICAL AT ALL ROOF AREAS WITH A STANDING SEAM METAL ROOF.
DOWNPOUT LOCATIONS MUST BE COORDINATED BY G.C. SITE PLUMBER, CIVIL DESIGNER AND ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
- 7 FREE-FINISHED SEAMLESS GUTTER AND DOWNPOUT SYSTEM AS DESIGNER BY ROOF SUB-CONTRACTOR. DOWNPOUTS SHALL DISCHARGE TO ROOF AREAS BELOW AND SHALL NOT EXTEND DOWN TO THE FIRST FLOOR LEVEL.
DOWNPOUT LOCATIONS MUST BE COORDINATED BY G.C. SITE PLUMBER, CIVIL DESIGNER AND ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
- 8 LINE OF EXTERIOR WALL BELOW FOR GENERAL REFERENCE.

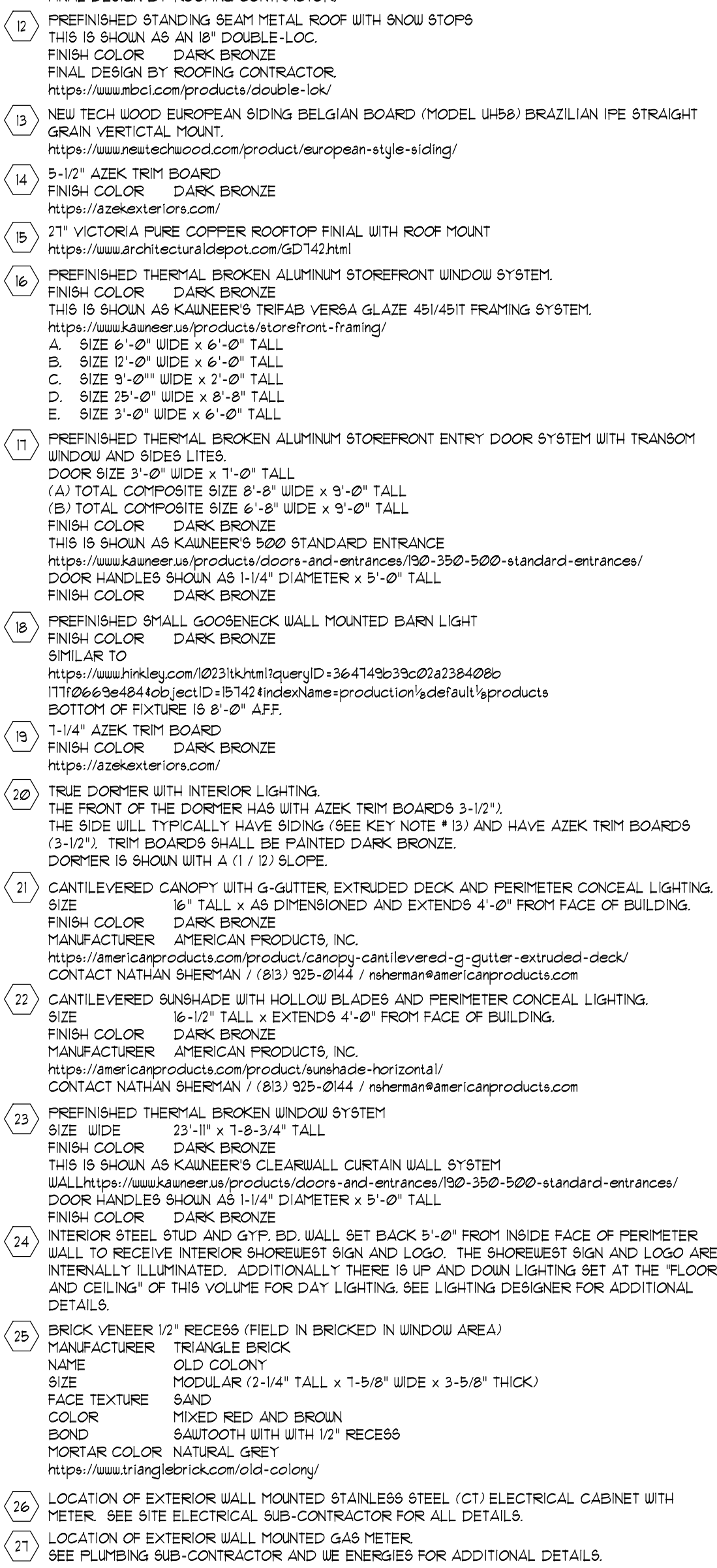
2ND LEVEL ROOF PLAN NOTES
SCALE: N/A

 PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781		New Building for: Shorewest Realtors 3885 South Moorland Road New Berlin, WI 53151	
DRAWING TITLE: 2ND LEVEL ROOF PLAN		THIS BOX IS 1/2" x 1/2"	
DATE: 06/27/25		SCALE: AS NOTED	
DRAWN: WHC		REV. # DESCRIPTION REV. DATE REV. BY:	
JOB: 25-006		PRE-APPLICATION MEETING 06/17/25 WHC	
SHEET:		PLAN COMMISSION SUBMISSION (06/13/25) 06/27/25 WHC	
A1.6		Project:	



SCALE: 3/16" = 1'-0"

REFER TO V/A2.1 FOR KEYED NOTES



SCALE: 3/16" = 1'-0"

REFER TO V/A2.1 FOR KEYED NOTES

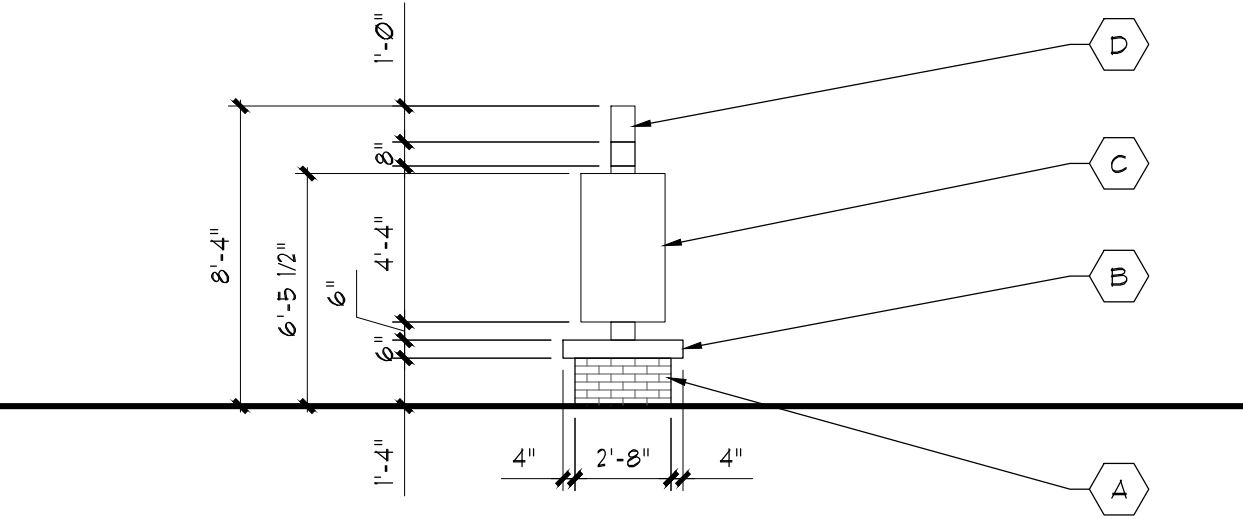
SCALE: N/A

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31

MONUMENT SIGN MATERIALS
A. BRICK TO MATCH BUILDING.
B. 6" PREFINISHED ALUMINUM METAL CAP - GRAY.
C. INTERNALLY ILLUMINATED TWO SIDED SIGN BOX WITH LOGO AND NAME, WHITE AND RED.
D. THE MEASURED SIGN AREA IS 132 SQ. FT.
E. SIGN POST, WHITE.

NOTE:
FOUNDATION SYSTEM BY SIGN MANUFACTURER

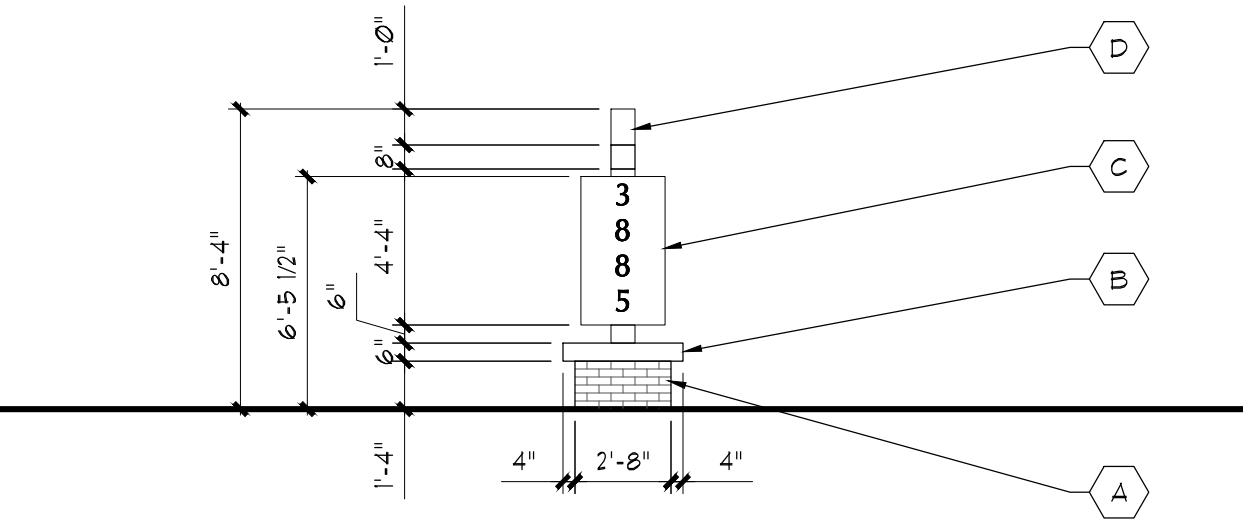


WEST MONUMENT SIGN ELEVATION
SCALE: 3/16" = 1'-0"

6

MONUMENT SIGN MATERIALS
A. BRICK TO MATCH BUILDING.
B. 6" PREFINISHED ALUMINUM METAL CAP - GRAY.
C. INTERNALLY ILLUMINATED TWO SIDED SIGN BOX WITH LOGO AND NAME, WHITE AND RED.
D. THE MEASURED SIGN AREA IS 132 SQ. FT.
E. SIGN POST, WHITE.

NOTE:
FOUNDATION SYSTEM BY SIGN MANUFACTURER

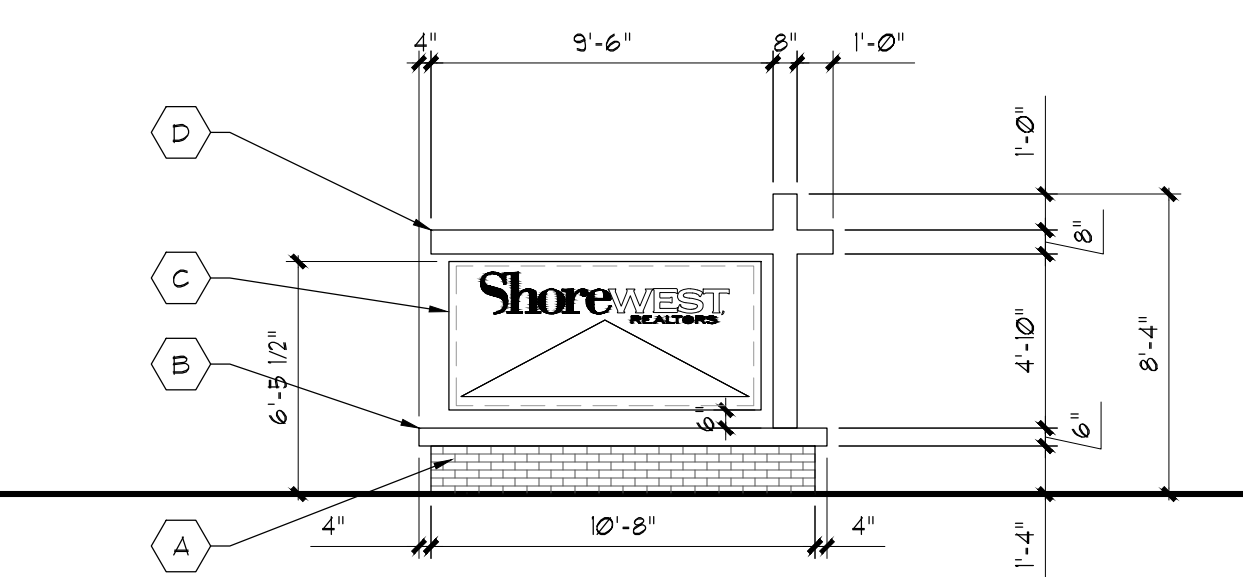


EAST MONUMENT SIGN ELEVATION
SCALE: 3/16" = 1'-0"

5

MONUMENT SIGN MATERIALS
A. BRICK TO MATCH BUILDING.
B. 6" PREFINISHED ALUMINUM METAL CAP - GRAY.
C. INTERNALLY ILLUMINATED TWO SIDED SIGN BOX WITH LOGO AND NAME, WHITE AND RED.
D. THE MEASURED SIGN AREA IS 132 SQ. FT.
E. SIGN POST, WHITE.

NOTE:
FOUNDATION SYSTEM BY SIGN MANUFACTURER

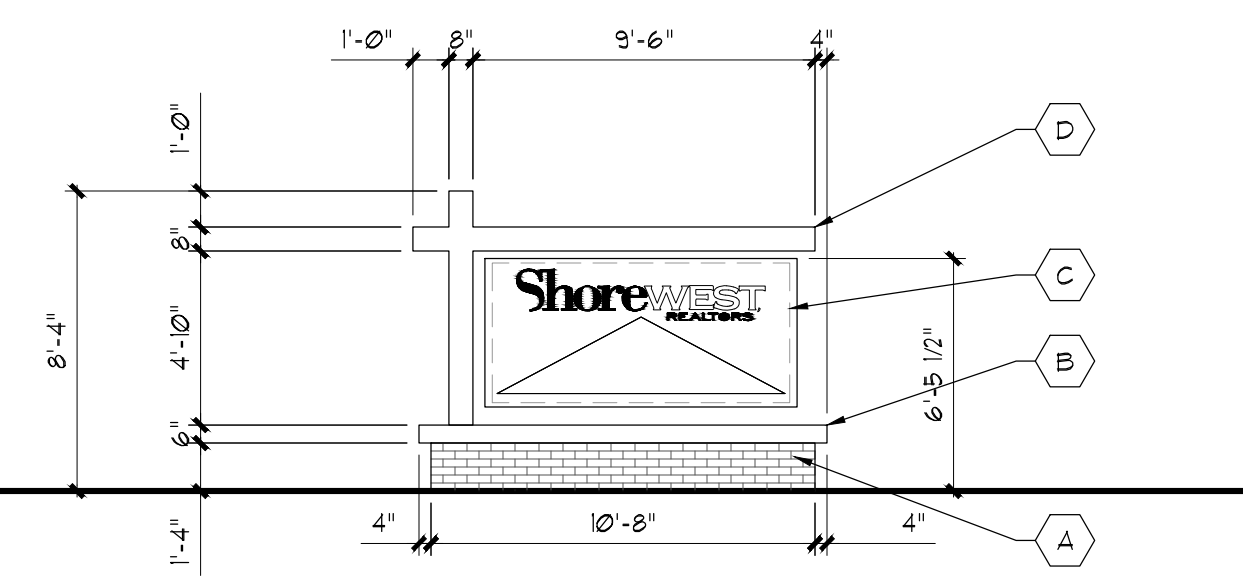


NORTH MONUMENT SIGN ELEVATION
SCALE: 3/16" = 1'-0"

4

MONUMENT SIGN MATERIALS
A. BRICK TO MATCH BUILDING.
B. 6" PREFINISHED ALUMINUM METAL CAP - GRAY.
C. INTERNALLY ILLUMINATED TWO SIDED SIGN BOX WITH LOGO AND NAME, WHITE AND RED.
D. THE MEASURED SIGN AREA IS 132 SQ. FT.
E. SIGN POST, WHITE.

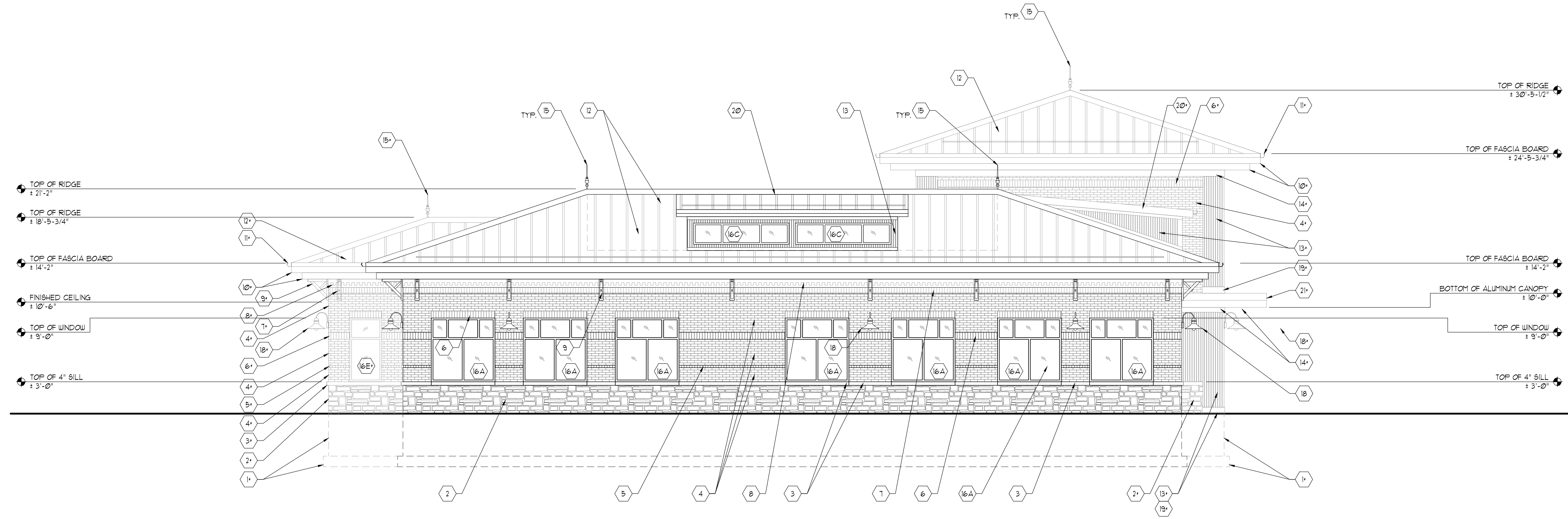
NOTE:
FOUNDATION SYSTEM BY SIGN MANUFACTURER



SOUTH MONUMENT SIGN ELEVATION
SCALE: 3/16" = 1'-0"

3

REFER TO 1(A2) FOR KEYED NOTES



SOUTH BUILDING ELEVATION WITH NOTES
SCALE: 3/16" = 1'-0"

1

TOP OF RIDGE
± 21'-2"

TOP OF RIDGE
± 18'-5-3/4"

TOP OF FASCIA BOARD
± 14'-2"

FINISHED CEILING
± 10'-6"

TOP OF WINDOW
± 9'-0"

TOP OF 4" SILL
± 3'-0"

TOP OF RIDGE
± 30'-5-1/2"

TOP OF FASCIA BOARD
± 24'-5-3/4"

TOP OF FASCIA BOARD
± 14'-2"

BOTTOM OF ALUMINUM CANOPY
± 10'-0"

TOP OF WINDOW
± 9'-0"

TOP OF 4" SILL
± 3'-0"

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REV. #	REV. DATE	DESCRIPTION	REV. BY:
-	06/17/25	PRE-APPLICATION MEETING	WHC
-	06/27/25	PLAN COMMISSION SUBMISSION (09/13/25)	WHC

Project:

New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

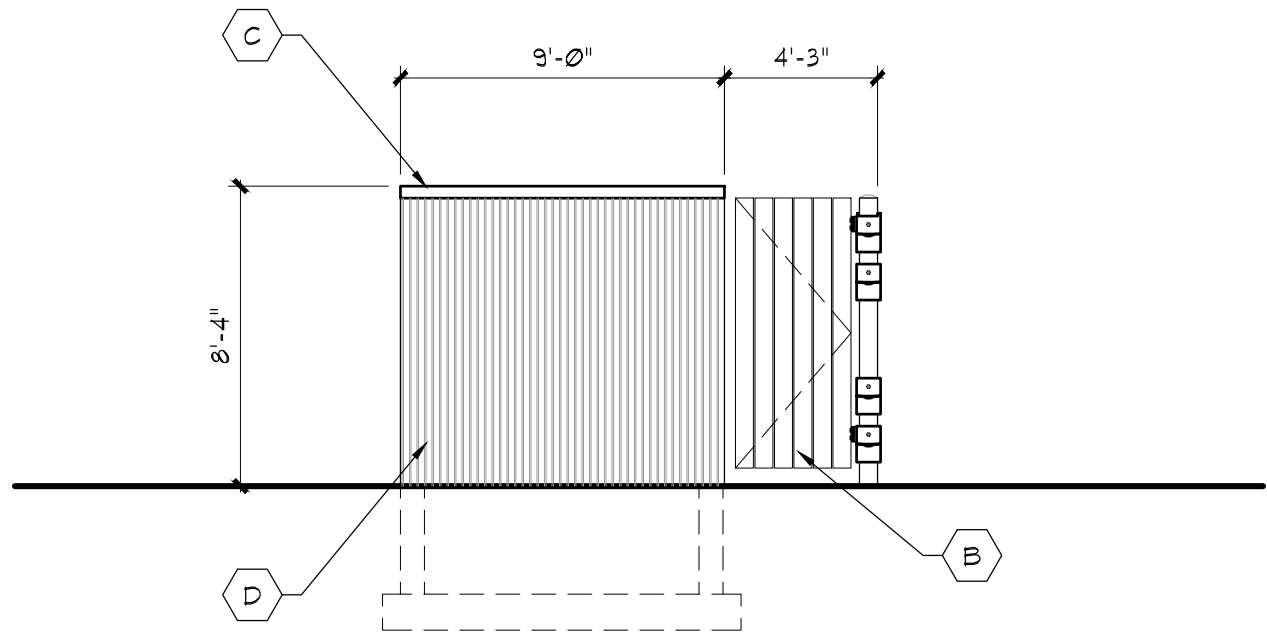
PERSPECTIVE DESIGN, INC.
11525 N. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

DRAWING TITLE: **BUILDING ELEVATIONS**

DATE: 06/27/25
SCALE: AS NOTED
DRAWN: WHC
JOB: 25-008
SHEET: **A2.2**

THIS BOX IS 12" x 12"

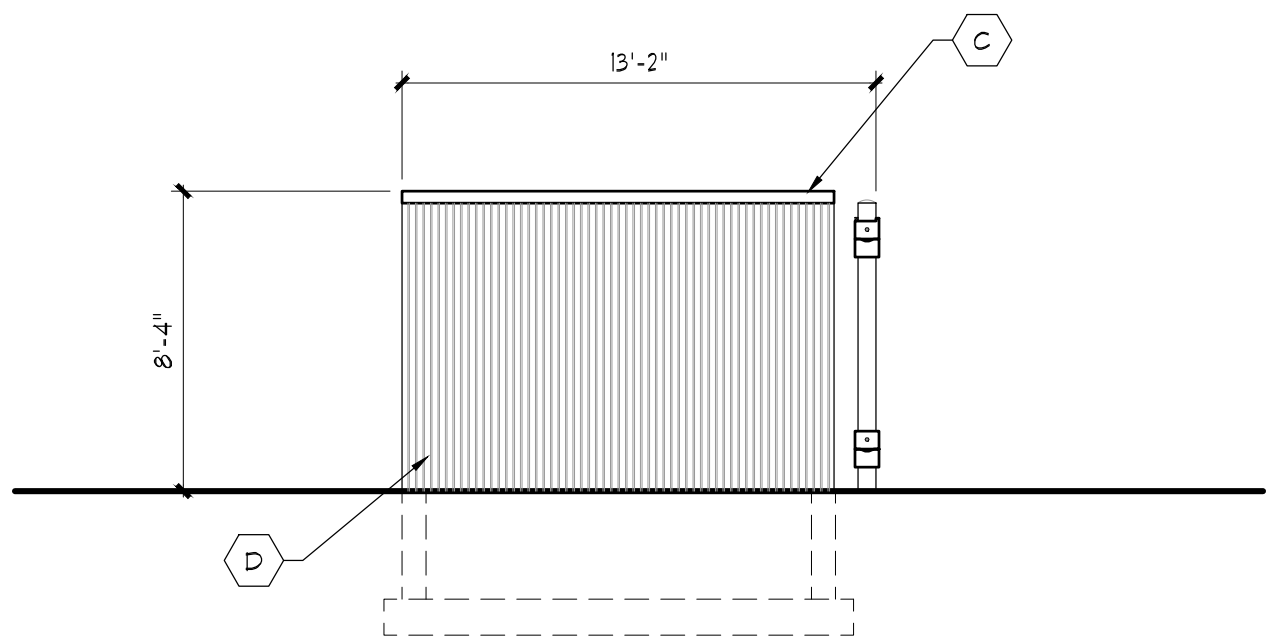
TRASH ENCLOSURE MATERIALS
A. GALVANIZED STEEL AND PAINTED GATE POST, DARK BROWN
B. 5/4 EXTERIOR GRADE DECK BOARDS AND GALVANIZED STEEL AND PAINTED GATE FRAME, DARK BROWN
C. PREFINISHED ALUMINUM WALL CAP, DARK BROWN
D. WALL SIDING TO MATCH BUILDING, BROWN



SOUTH TRASH ENCLOSURE ELEVATION
SCALE: 3/16" = 1'-0"

6

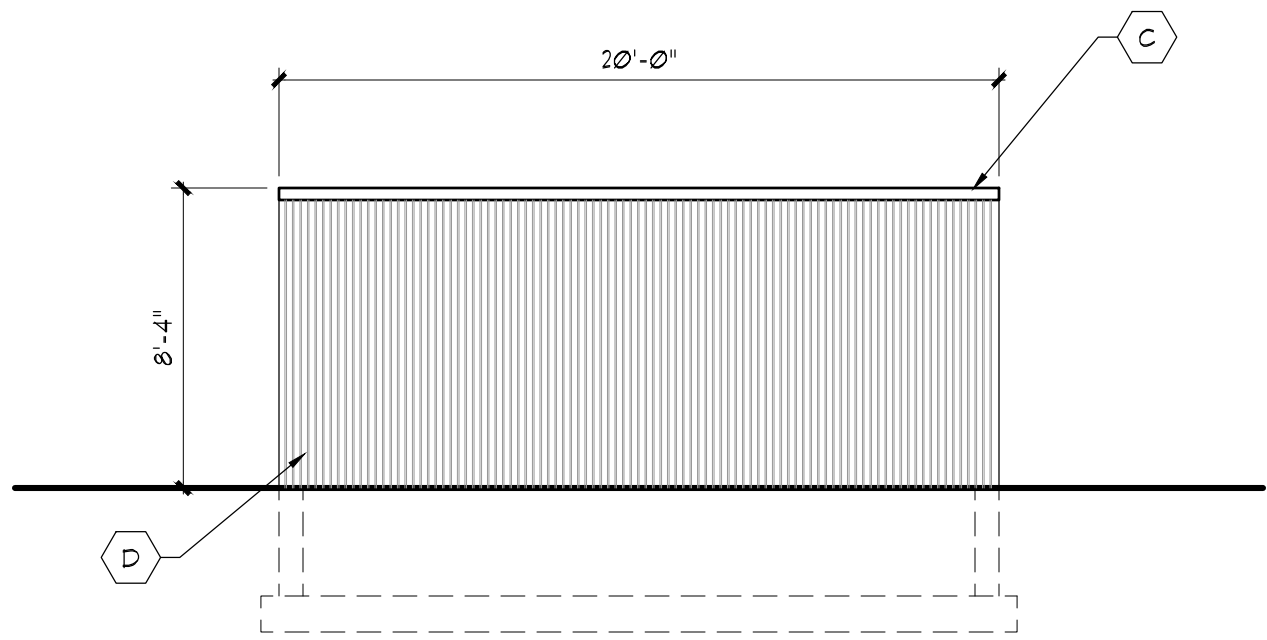
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D. WALL SIDING TO MATCH BUILDING, BROWN



NORTH TRASH ENCLOSURE ELEVATION
SCALE: 3/16" = 1'-0"

5

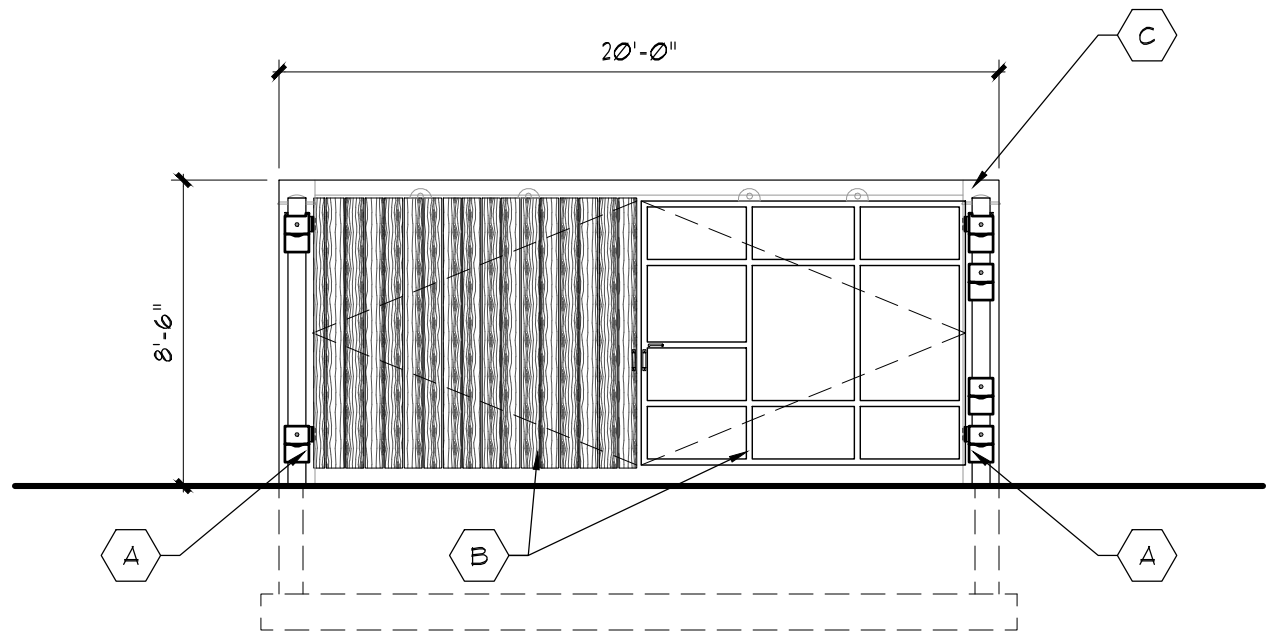
TRASH ENCLOSURE MATERIALS
A. GALVANIZED STEEL AND PAINTED GATE POST, DARK BROWN
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D. WALL SIDING TO MATCH BUILDING, BROWN



WEST TRASH ENCLOSURE ELEVATION
SCALE: 3/16" = 1'-0"

4

TRASH ENCLOSURE MATERIALS
A. GALVANIZED STEEL AND PAINTED GATE POST, DARK BROWN
B. 5/4 EXTERIOR GRADE DECK BOARDS AND GALVANIZED STEEL AND PAINTED GATE FRAME, DARK BROWN
C. PREFINISHED ALUMINUM WALL CAP, DARK BROWN
D. WALL SIDING TO MATCH BUILDING, BROWN



EAST TRASH ENCLOSURE ELEVATION
SCALE: 3/16" = 1'-0"

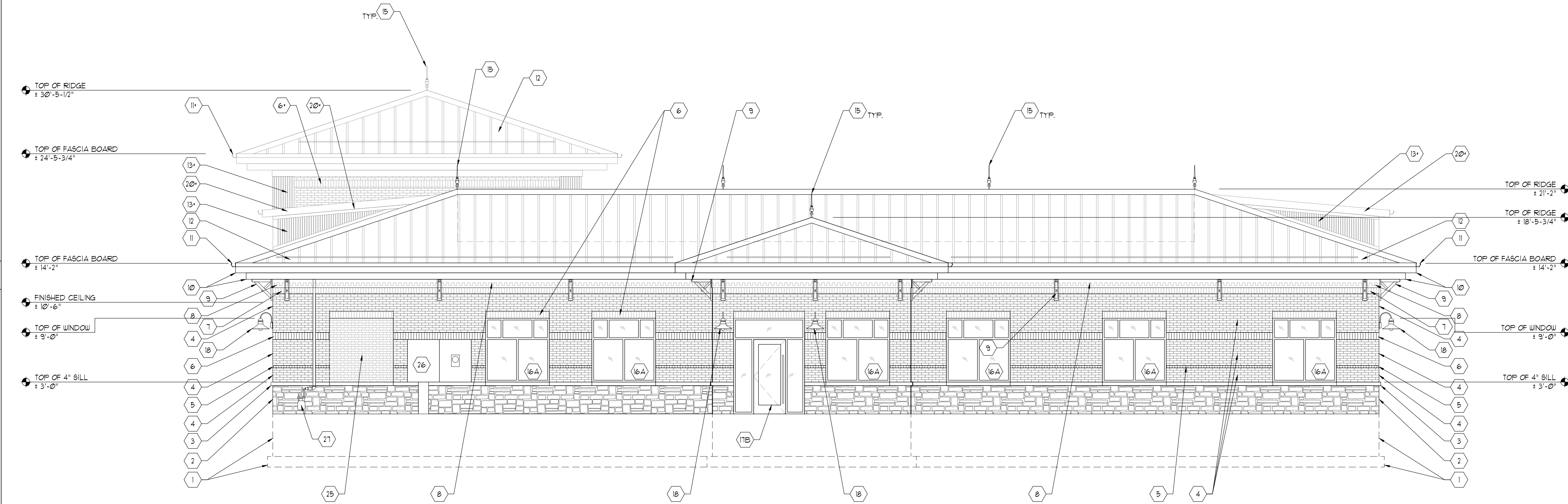
3



WEST BUILDING ELEVATION WITH COLOR
SCALE: 3/16" = 1'-0"

2

REFER TO 1(A2) FOR KEYED NOTES



WEST BUILDING ELEVATION WITH NOTES
SCALE: 3/16" = 1'-0"

1

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1	06/17/25	PRE-APPLICATION MEETING	WHC	
2	06/27/25	PLAN COMMISSION SUBMISSION (09/13/25)	WHC	

Project:

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New Building for:
Shorewest Realtors
3885 South Moorland Road
New Berlin, WI 53151

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1750 Fax (414) 302-1751

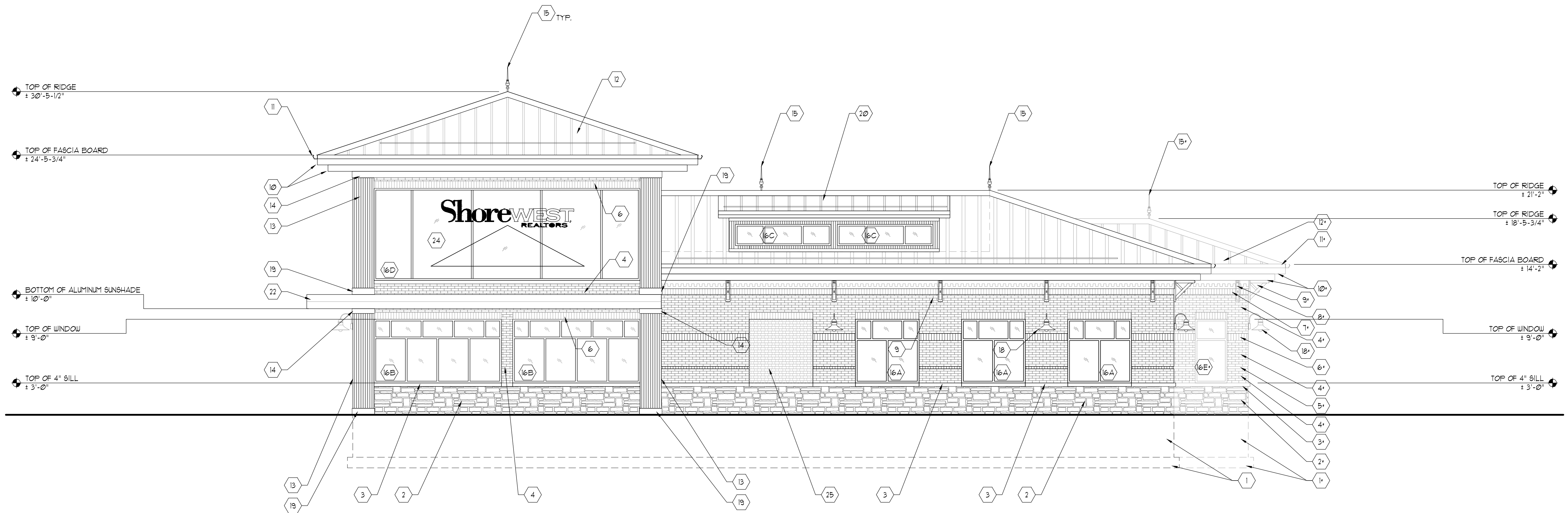
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BUILDING ELEVATIONS	
DATE:	06/27/25
SCALE:	AS NOTED
DRAWN:	WHC
JOB:	25-008
SHEET:	A2.3



REFER TO 1(A21) FOR KEYED NOTES

NORTH BUILDING ELEVATION WITH COLOR
SCALE: 3/16" = 1'-0"

2



REFER TO 1(A21) FOR KEYED NOTES

NORTH BUILDING ELEVATION WITH NOTES
SCALE: 3/16" = 1'-0"

1

NOT USED
SCALE: N/A

3

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REV. #	REV. DATE	DESCRIPTION	REV. BY:	WHC
-	06/17/25	PRE-APPLICATION MEETING	WHC	
-	06/27/25	PLAN COMMISSION SUBMISSION (06/13/25)	WHC	

Project:

New Building for:
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New Berlin, WI 53151

**PERSPECTIVE
DESIGN, INC.**
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Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781



DRAWING
TITLE: BUILDING
ELEVATIONS

DATE: 06/27/25

SCALE: AS NOTED

DRAWN: WHC

JOB: 25-008

SHEET:

A2.4



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Hopkins

FROM: Board of Public Works/Joelle Erickson

DATE: August 18, 2025

RE: August 26, 2025, BPW Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval to write a letter of support for a CMAQ funding request to construct a roundabout at the intersection of CTH Y and CTH HH.
----	---

Council Motion:	
	I recommend to the Common Council that they deny the motion by the Board of Public Works Commission as of August 18, 2025. It was voted on unanimously to deny the item as presented.

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: Waukesha County

PROJECT: Request for a CMAQ funding application letter of support

LOCATION: CTH Y (Racine Ave.) and CTH HH (College Ave.) Intersection

REQUEST: Discussion and possible recommendation to Common Council to write a letter of support for a CMAQ funding request to construct a roundabout at the intersection of CTH Y and CTH HH.

Background:

1. General:
 - a. The existing intersection of CTH Y and CTH HH is controlled by a temporary traffic signal.
 - b. The 2 intersections of CTH Y and I-43 to the north are also controlled by roundabouts.
 - c. Congestion Mitigation and Air Quality (CMAQ) funding is applied for from the Wisconsin Department of Transportation for projects that help reduce congestion, and improve air quality. See the attached application justification.
 - d. Mill Valley Industrial park is planned for future development to the west. Access to the roundabout would be accommodated by this intersection.
 - e. As part of the application process, Waukesha County is seeking a letter of support from the City of New Berlin and the City of Muskego.

Attachment:

CMAQ Application

CMAQ Application Project Narrative

Project Title:	CTH Y, CTH HH Roundabout	Project #:	202603
Department:	Public Works - Highways	Project Type:	Intersection
Phase:	Formation	Road Name:	Racine Avenue
Budget Action:	New	Manager:	Allison Bussler
Date:	April 13, 2025	Map / Image:	Click Here

CAPITAL BUDGET SUMMARY						
Year	2026	2027	2028	2029	2030	Total
Project Phase	Design		Construction			Project
Expenditure Budget	\$374,000	\$0	\$3,155,000	\$0	\$0	\$3,529,000
Revenue Budget	<u>\$297,000</u>	<u>\$0</u>	<u>\$2,503,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,800,000</u>
Net Costs After Revenues Applied	\$77,000	\$0	\$652,000	\$0	\$0	\$729,000
COST DOCUMENTATION			REVENUE			
Design		\$324,000	Design (CMAQ Anticipated)			\$297,000
WisDOT Design Review		\$50,000	Construction (CMAQ Anticipated)			\$2,503,000
Land Acquisition		\$0				
Construction		\$2,700,000				
Construction Management		\$270,000				
WisDOT Construction Review		\$50,000				
Contingency		\$135,000				
Total Project Cost		\$3,529,000	Total Revenue			\$2,800,000
EXPENDITURE BUDGET		\$0	REVENUE BUDGET			\$0

Project Scope & Description

The proposed project involves converting the signalized intersection at CTH Y (Racine Avenue) and CTH HH (College Avenue) to a modern roundabout. The project is planned to be completed in coordination with existing capital project #202301. The modern roundabout would be a multilane configuration with reconstructed asphalt roadway pavement, concrete center island and truck aprons, new LED energy-efficient lighting and overhead signs and sign structures. The project is dependent upon receiving CMAQ federal funding, which was applied for in 2024.

Location

City of New Berlin and City of Muskego

Analysis of Need

A temporary traffic signal was installed after the opening of a Fleet Farm and gas station in the southeast quadrant of the intersection. Existing capital project #202301 does not include funding for a permanent signal installation. The intersection of CTH Y and CTH HH currently observes an average daily entering volume of over 20,000 vehicles. The intersection is in a growing community near a semi-undeveloped freeway interchange. Future traffic growth is anticipated. The roundabout has the capacity to accommodate growing volumes, thereby reducing congestion and improving safety. Five right-angle crashes occurred between 2019-2023 including a fatal crash in 2020. The proposed roundabout is expected to significantly improve traffic flow and safety by reducing the potential for fatal and serious injury crashes, while addressing congestion and vehicle emissions.

Alternatives

The do nothing alternative would keep the temporary traffic signal in place and not improve safety or traffic operations.

Ongoing Operating Costs

Operating costs for a roundabout would be lower than with the existing temporary traffic signal installation.

Previous Action

Project Narrative for WisDOT's CMAQ Application- Converting Temporary Traffic Signal to Roundabout, CTH Y & CTH HH

Project Overview

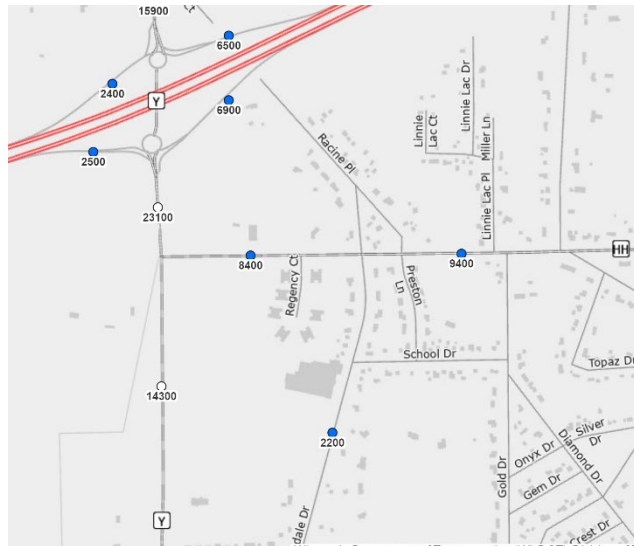
The proposed project involves converting the existing temporary traffic signalized intersection at CTH Y (Racine Avenue) and CTH HH (College Avenue) to a modern roundabout. Waukesha County does not have plans or funding budgeted for a conversion to a permanent signal installation. In 2020, a fatal right-angle crash occurred at this intersection. The proposed roundabout is expected to significantly improve traffic flow and safety by reducing the potential for fatal and serious injury crashes, while addressing congestion and vehicle emissions.

Road Network and Traffic Data

The project focuses on the intersection of CTH Y and CTH HH, which currently observes an average daily entering volume of approximately 22,900 vehicles (Year 2025 data). The intersection is in a growing community near a semi-undeveloped freeway interchange. Future traffic growth is anticipated. The roundabout has the capacity to accommodate growing volumes, thereby reducing congestion and emissions. The intersection accommodates 4,800,000 vehicle miles traveled every year.

Necessity of the Project

The project is located within census tracts #55133201600 and #55133201701, which rank in the 95th percentile nationally for Particulate Matter 2.5 (PM2.5) levels and in the 67th percentile for Ozone levels. Waukesha County is dedicated to reducing emissions in alignment with both local, state, and federal goals.

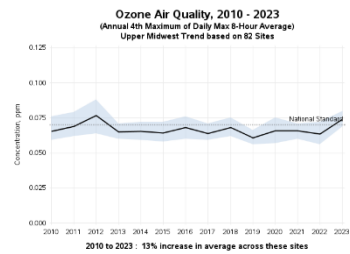


By converting the intersection to a roundabout, the project will reduce stop-and-go traffic, decreasing vehicle emissions and contributing to air quality improvements.

According to the Federal Highway Administration (FHWA), roundabouts can reduce delays, fuel consumption, and emissions by 10-15% compared to signalized intersections. Using the CMAQ Emission Calculator Tool, the roundabout is expected to reduce delays by 44.8 hours per day, leading to a reduction of Carbon Dioxide, Carbon Monoxide, and PM2.5

Regional Trends

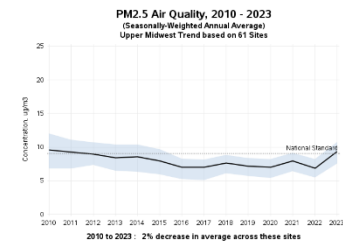
Region: Ohio Valley | Upper Midwest | Northeast | Northwest | South | Southeast | Southwest | West | Northern Rockies and Plains



emissions. These reductions support county emission reduction goals and improve air quality for local residents. According to the U.S. Environmental Protection Agency data, regional

Regional Trends

Region: Ohio Valley | Upper Midwest | Northeast | Northwest | South | Southeast | Southwest | West | Northern Rockies and Plains



trends for Particulate Matter 2.5 (PM2.5) and Ozone in the upper Midwest lags improvements in other regions between 2010 and 2023. The Waukesha County conversion of the signalized intersection at CTH Y (Racine Avenue) and CTH HH (College Avenue) to a modern roundabout will contribute to improvements to both PM2.5 and Ozone across the entire county.

Timeliness of Implementation

Waukesha County has a successful track record of completing grant-funded projects under WisDOT oversight, including multiple projects under the Highway Safety Improvement Program (HSIP) and Surface Transportation Program (STP). A dedicated project management plan, supported by the County's transportation engineering design staff and consultants, will ensure adherence to the timelines outlined in the Project Costs and Dates section of this application. The county's experience guarantees the project's timely and successful completion.

Project Cost and Schedule

The project will be implemented traditional design-bid-build process. Waukesha County anticipates a 24-month project design timeframe with construction occurring in 2030 based on the WisDOT LPA Scheduling Tool. The project cost is based on major bid item cost estimate using current unit prices inflated to 2030 construction. The project schedule delivery schedule is improved due to the fact that Waukesha County does not anticipate the need for acquiring right-of-way. The proposed project schedule (2030) may allow for advancement if additional federal funding is made available in 2029.

Overcoming Obstacles

Substantial obstacles are not currently anticipated. Waukesha County's experienced project team will proactively manage any challenges that may arise during project implementation.

Project Success Factors

Success will be measured through reductions in congestion, improved traffic flow, and enhanced safety at the intersection. Particular attention will be given to the elimination of right-angle crashes, such as the fatal incident in 2020. Success will be further validated through pre- and post-construction traffic counts, queue length studies, and crash data analysis.

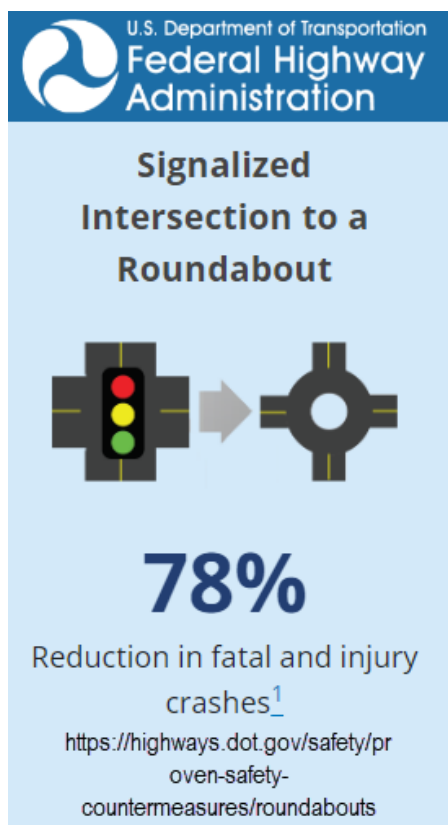
Reducing right-angle crashes will also result in economic benefits, with estimated annual savings of \$168,000 based on historical crash data.

Connectivity to Multi-Modal and Intermodal Networks

While the project does not directly impact the state’s multi-modal transportation network, it will enhance local traffic efficiency. Located near key truck routes such as IH 43, STH 164, and STH 100, this intersection plays a critical role during incidents or construction detours. The improved traffic flow at the intersection will benefit truck traffic and diverted vehicles, supporting overall traffic management and freight operations in the region.

Cost-Effectiveness and Public Benefits

From 2019 to 2023, five right-angle crashes occurred at this intersection, resulting in one fatal crash and one injury crash, with an estimated economic loss of \$840,000. The installation of a roundabout will eliminate the risk of right-angle crashes, providing potential annual savings of \$168,000. According to the FHWA, converting a traffic signal to a roundabout can reduce fatal and injury crashes by 78%. In addition to safety improvements, the project will reduce fuel consumption and vehicle emissions, leading to cost savings for the public. A roundabout has lower operational and maintenance costs compared to a traffic signal, making this solution both cost-effective and sustainable.





MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Harenda

FROM: Recreation Commission/Joelle Erickson

DATE: August 18, 2025

RE: August 26, 2025, Recreation Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council Approval of the Day Camp weekly fees for Summer 2026. Weekly fees would be \$230 for Residents, \$270 for Non-Residents per child per week.
----	---

Council Motion:	
	I move to recommend approval to the Common Council as unanimously approved by the Recreation Commission on August 18, 2025.

REQUESTED ACTION STATEMENT

TO: Recreation Commission Commission

FROM: Katie Roth, Recreation Manager
Eric Snodgrass, Ast. Recreation Manager
TJ Watkins, Recreation Specialist

DATE: 8/14/25

REQUESTED ACTION: Requested Action Statement for the approval of Day Camp Weekly Fees for Summer 2026.

FISCAL IMPACT: Summer Camp fees will increase by \$10 per child per week.
Weekly Fees would be \$230 for Residents, \$266 for Non-Residents per child per week.

RATIONALE/BACKGROUND: The City of New Berlin Recreation Division is requesting an adjustment to the 2026 Summer Day Camp weekly fee from the current \$220 per child to \$230 per child. This would be the first fee increase since 2024, as fees have remained at \$220/week for both the 2024 and 2025 camp seasons (\$205/Resident in 2023).
This proposed \$10/week increase will help offset the rising operational costs associated with running a high-quality summer day camp program. These costs include but are not limited to staffing wages, field trip expenses, activity and craft supplies, facility operations, and general program support. By implementing this increase, we can continue to provide the safe, engaging, and enriching camp experience that families have come to expect.
Announcing this change now allows families ample time to budget and plan ahead for the 2026 summer season. The Recreation Division remains committed to keeping camp fees as affordable as possible while ensuring the program's sustainability and ability to deliver memorable experiences for all participants.

Nearby 2025 Summer Camp Fees:

1. Princeton Club:

Base Weekly Price

\$220/Member fee | \$250/Non-Member

Add Ons:

\$30/Field Trip Fee

\$10/ Early & Late Drop Off

Weekly total for Parent:

\$260/Member | \$290 Non-Member

2. Waukesha YMCA

Base Weekly Price

\$239 Member | \$274 Non-Member

3. Elmbrook Camp Vertical

Base Weekly Price

\$200

Add Ons:

\$7.50 per session of extended care(Early Drop off or Late Pick up)

Weekly total for Parent:

\$275



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. La Fever

FROM: Parks, Buildings & Grounds

DATE: September 3, 2025

RE: August 11, 2025 PB&G items requiring Common Council action

A.	Recommend to the Common Council approval of the DPW Fueling Station Reconstruction Project.
<u>Council Motion:</u>	
	This item was considered at the PB&G meeting on August 11, 2025. It was recommended to the Common Council by a vote of 4 to 0. I do hereby make a motion to approve the DPW Fueling Station Reconstruction Project.
A.	Recommend to the Common Council approval of the Fire Station #7 Lateral replacement Project.
<u>Council Motion:</u>	
	This item was considered at the PB&G meeting on August 11, 2025. It was recommended to the Common Council by a vote of 4 to 0. I do hereby make a motion to approve the Fire Station #7 Lateral replacement Project.
A.	Recommend to the Common Council approval of a donation agreement between resident Jim McGinnis and the City of New Berlin, the addition of a bench at the New Berlin Valley View Disc Golf Course.
<u>Council Motion:</u>	
	This item was considered at the PB&G meeting on August 11, 2025. It was recommended to the Common Council by a vote of 4 to 0. I do hereby make a motion to approve a donation agreement between resident Jim McGinnis and the City of New Berlin for the addition of a bench at the New Berlin Valley View Disc Golf Course.

PROJECT MANUAL

**City of New Berlin
DPW Fueling Station**

16550 W. National Ave.
New Berlin, Wisconsin 53151

Owner Project No. BG-2025-02
June 17, 2025

CONSTRUCTION MANAGER'S SUPPLEMENT

SECTION INCLUDES

A. Bid Advertisement

1. Request for Bids

B. Instructions to Bidders

1. Contract Time
2. Queries/Addenda
3. Pre-Bid Conference
4. Bid Submission
5. Bid Enclosures/Requirements
6. Offer Acceptance/Rejection
7. Work Sequence

C. Bid Form

1. Bid Form

REQUEST FOR BIDS

**City of New Berlin
New Berlin DPW Fueling Station
New Berlin, WI**

Sealed bids are invited for the New Berlin DPW Fueling Station project located at 16550 W National Ave, New Berlin, Wisconsin 53151. Bids will be received through the Clerk's office of the City of New Berlin, Wisconsin, **by 10:00 AM (CT), July 30, 2025**. Bids will be publicly opened and recorded at City Hall in the Common Council Chambers at 3805 S. Casper Drive, New Berlin, Wisconsin 53151, following the bid due date and time.

Contact the Construction Manager, City of New Berlin – Robert Loohaus at (262) 797-2467 or rloohaus@newberlin.org with any questions.

Bidders will be responsible to execute entire scope of project work per plans and specifications (included on plans). Bidders must also obtain all permits required in order to complete project scope.

Prevailing wage rates will not be required for the work.

Bids shall be prepared in accordance with contact documents and associated plans prepared by the **Perspective Design Inc.** dated May 28, 2025. Bids shall be made on the forms furnished with the project manual. **Bid security shall be by a qualified surety in the form of a bid bond or certified check in the amount of five percent (5%) of the bid amount, and shall be submitted with the bid.** Performance Bond is requested as an alternate.

New Berlin reserves the right to waive any formalities and to reject any and all bids deemed to be unsatisfactory or not in the City's best interest. Furthermore, New Berlin reserves the right to cancel any order or contract for failure of the successful bidder to comply with the terms, conditions and specifications of the bid request and/or contract. New Berlin reserves the right to award the bid in the aggregate or by item or like item groups (where applicable) to the lowest responsible, responsive bidder who complies with the specifications, service and can meet the requirements of this request. Bids may not be withdrawn for 60 days after the opening.

PROCUREMENT OF DOCUMENTS:

Beginning July 9, 2025

BIDDING DOCUMENTS: You may download the digital plan documents by inputting Quest project #9701969 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Robert Loohaus at (262) 797-2467 or rloohaus@newberlin.org if you have any questions.

INSTRUCTIONS TO BIDDERS

1. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid and will be included in the Agreement.

2. QUERIES/ADDENDA

A. All questions about the meaning or intent of the Contract Documents shall be submitted to Construction Manager in writing **prior to RFI deadline of July 25, 2025**. Replies will be issued by Addenda. Only questions answered by Formal written addenda will be binding. Oral and other Interpretations or clarifications will be without legal effect.

B. Interpretation of bid documents

1. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bid documents, site, or local conditions.
2. Bidders requiring clarification or interpretation of the Bid Documents shall make a request to the Architect no later than **5** calendar days prior to the date on which bids are due.
3. No oral interpretation of Bid Documents will be made.
4. Clarification to all Bidders shall be by Addendum, issued no later than **3** calendar days prior to the date on which bids are due.
5. In the event that conflicts exist within the bid documents, Bidders shall include in their bid the item(s) of higher value and/or quantity or the most restrictive method on installation. The Architect shall provide final interpretation and directions after Contract award.
6. Receipt of Addenda must be acknowledged by the Bid and Contract Documents.

C. Substitutions prior to bidding.

1. Materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
2. Request for Substitution shall be submitted to the Architect no later than **5** calendar days prior to the date on which bids are due.
3. Approvals, if granted, shall appear in the Addendum issued no later than **3** calendar days prior to the date on which bids are due.
4. Request for Substitution shall include the following:
 - a. Name of material or equipment originally specified.
 - b. Description of proposed substitution including:
 - 1) Drawings
 - 2) Performance or test data.
 - 3) Other relevant data.
 - c. Description of changes in other materials or equipment or other portions of the Work, including that of other contracts, made necessary by the incorporation of the substitution.
5. Burden of proof of merit of the proposed substitution is on the proposer.

6. The Architect's decision of approval or disapproval is final.

3. PRE-BID CONFERENCE

- A. There will be one non-mandatory pre-bid site walkthrough to be held on **July 16, 2025** at **10:00 AM** (CT) at the project address of 16550 W National Ave, New Berlin, WI 53151.

4. BID SUBMISSION

- A. Bids shall be submitted at the time indicated in the advertisement. No Proposal will be accepted after the time stated on the Advertisement for Bid.
- B. The Bid, Bid Security and other required documents shall be inserted in an envelope marked with project title and submitted to the place of Bid as indicated in the advertisement.
- C. It shall be the sole responsibility of the Bidder to deliver his Bid at the time and place indicated in the Advertisement for Bids.
- D. The document deposit will be refunded as defined in the Advertisement for Bids.

5. BID ENCLOSURES/REQUIREMENTS

A. BID SECURITY

1. Bid Security shall be made payable to City of New Berlin, in an amount of percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety lawfully authorized to do business in the jurisdiction in which the project is located.

B. LIQUIDATED DAMAGES

1. No provisions for liquidated damages are to be included.

C. PROPOSAL

1. The Bid Form is attached hereto; additional copies may be obtained from the Construction Manager
2. Bids must be manually signed on the forms provided to be considered. Standard Terms and Conditions are included with this request and are hereby made a part of it.
3. Proposals must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals in the spaces provided; in case of a conflict, words will take precedence. The bidder shall make no additional stipulations on the bid form or qualify the bid in any manner.

4. Bids by corporation must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
5. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
6. All names must be typed or printed below the signature.
7. All addenda received shall be acknowledged in the spaces provided for in the Bid Form. Failure to acknowledge addenda may result in rejection of bid.
8. The address, to which communications regarding the Bid are to be directed, must be shown.

D. WITHDRAWAL AND MODIFICATIONS OF BIDS

1. Bids may be withdrawn by a signed and notarized notice delivered to the New Berlin City Hall Clerk of Courts and presenting proper identifications upon request prior to the time of opening. Partial Bid withdraw is not acceptable and once the bid is withdrawn it may not be resubmitted. **Faxed and emailed bids will be rejected. Late bids will not be accepted and will remain unopened and returned to sender.**
2. No bid can be withdrawn, changed or amended after the published time of receipt of bids.

E. SPECIAL LEGAL REQUIREMENTS

Bidders shall NOT include in their bid, all applicable taxes, including, but not limited to, Federal Tax, County Tax, and Local Taxes.

The unit prices or lump sum prices as submitted in the proposal schedule shall be the total price for materials and/or services to be paid to the Owner.

New Berlin is a tax-exempt municipality under WI State Statutes 77.53(9a) (b). Upon award the City will provide the contractor the tax-exempt number.

1. Bidder shall provide a certificate of insurance upon award as stated in Exhibit "A" attached. Proof of insurance is required when award is made.
2. This project is not subject to Prevailing Wages as determined by the Wisconsin Department of Workforce Development, see attachment in specifications.

3. No reimbursement will be made by the City for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.

4. BIDDERS REPRESENTATIONS - GENERAL

In submitting a Bid, the Bidder represents that:

- a. The Bidder has read and understands all the Bid Documents to the extent that the Documents relate to the Work for which the Bid is submitted and that the Bid is made in accordance therewith.
- b. The Bidder has become familiar with the site and local conditions under which the work is to be performed and has correlated to the Bidder's observations with the requirements of the Bid Documents.
- c. The Bid is based on the materials, equipment, and systems required by the Bid Documents without exception.
- d. The Bid will remain open for sixty (60) days after the date of Bid opening.

5. BIDDERS REPRESENTATIONS - WISCONSIN

Required Bidder Certifications: By submission of a Bid, each Bidder and each person signing on behalf of any Bidders certifies, and in the case of a joint bid, each party certifies as to his own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- a. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
- c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

6. OFFER ACCEPTANCE/REJECTION

A. OPENING OF BIDS

When Bids are opened publicly, they will be read aloud, a tabulation of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

All bids shall be binding for sixty (60) days following the bid opening date unless the bidder(s), upon request of the City, agree to an extension.

B. AWARD OF CONTRACT

Awards will be based on the Base Bid plus the sum of all accepted alternates.

1. Construction Manager and the City of New Berlin reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated use of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
2. It is the intent of the Construction Manager to award Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and do not exceed the funds available. The City of New Berlin shall have the right to waive informalities or irregularities in a Bid received, and/or reject any or all, or accept any Bid which, in the Owner's judgement, is in the Owner's best interests.
3. Construction Manager may conduct investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors and other person and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Construction Manager reserves the right to reject the Bid of any Bidder who does not pass any such evaluation.

D. PERFORMANCE AND OTHER BONDS

1. Bid surety required with sealed bids; performance bond requested as Alternate #2 on the bid form.

E. SIGNING OF AGREEMENT

1. The City of New Berlin will deliver signed Agreement to the successful bidder. The Contractor shall sign and deliver the Agreement to the City contact with all other required contract requirements attached within ten days thereafter.

7. WORK SEQUENCE

A. Bid Due Date	July 30, 2025
B. Construction Commencement	Summer 2025

Fueling system must be operational between November 15, 2025 and April 15, 2026. Any project work that would cause the fuel station to be down between these dates must be scheduled to occur after April 15, 2026.

Bid Form Instructions
New Berlin DPW Fueling Station
New Berlin, WI

1. General Directions to Bidders

- A. All Bids must be submitted on this bid form without modification.
- B. Base bids plus all Alternate Bids must be included on the bid form.
- C. Bidders shall not add any qualifying statements, conditions or escalator clauses to the bid form, or their proposal may be declared irregular.
- D. Bidders shall examine the provisions of Division 1 thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall ensure that all items in the proposal forms such as work schedule, Bidder's official Title, Signature and Affidavit are properly executed.
- F. The requested Bid Guarantee (Bid Bond, or Certified Check) must be submitted with the proposal form. Said Bid guarantee shall be in an amount of Five Percent (5%) of the base bid amount. If bid security is missing, it will be rejected.
- G. Bids not conforming to the above directions may be declared irregular and may be disqualified at the discretion of the Owner.
- H. No faxed bids will be accepted.
- I. Attach a list of Sub-Bidders/Subcontractors and Material Suppliers and associated bid amounts.
- J. Bid Bonds, Certified Checks or Bank Drafts of unsuccessful bidders will be held until successful bidders enter into a contract or 60 days, whichever is shorter.
- K. Bidders are responsible for visiting the site to get fully acquainted with conditions, as they exist so that bidders fully understand the facilities, difficulties, and possible restriction related to the execution of the work under contract. Bidders, upon request, may be provided with the opportunity to conduct any and all testing, at its sole expense, such that it is fully able to perform the work outlined in the bid pricing to be submitted.

2. Bid Submittal Procedure

- A. Place the original completed bid form and bid guarantee in an opaque envelope.
- B. **Address the envelope to:** **City of New Berlin Clerk's Office**
 3805 S. Casper Drive
 New Berlin, Wisconsin 53151

- C. Bidders shall affix their name and address to the front lower left-hand corner of the envelope along with the project name for which the bid is being submitted.
- D. Bid envelopes which are mailed shall be enclosed in a separate mailing envelope with the words "Sealed Bid Enclosed" written on the outside.

3. Bid Closing

Bids must be submitted by **10:00 AM (CT)** on or before **July 30, 2025** at New Berlin City Hall, 3805 S. Casper Drive, New Berlin, Wisconsin 53151.

4. Bid Opening

- A. A public bid opening will be held following the bid due date on **July 30, 2025** in City Hall Common Council Chambers at 3805 S. Casper New Berlin, Wisconsin 53151.

BID FORM
New Berlin DPW Fueling Station
New Berlin, WI

Company Name: _____

Contact(s): _____
(Name and E-mail Address)

Addendum(s) Acknowledged: _____ through _____.

Base Bid Amount: State the amount to provide all labor and materials to furnish and install the work described herein, exclusive of sales tax per State law. The lump sum cost below included any allowances, materials and equipment provided by the bidders.

Base Bid Amount: _____ Dollars
(Amount in Words)

(Repeat in Figures) \$ _____

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.2 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Alternate bid to have electric service & back-up generator power come from existing equipment. Alternate bid for new back-up generator for fuel station & DEF building. Verify w/ Owner if alt bid is selected.

1. ADD_____.
2. _____ Dollars (\$_____).

- B. Alternate No. 2 – Alternate bid to add a Performance Bond:

1. ADD_____.
2. _____ Dollars (\$_____).

Statement of Bidder

1. I have examined and carefully prepared this bid from the Drawings, Project Manual and other Contract documents and have checked the same in detailed before submitting this proposal.
2. I am financially able and have under my jurisdiction, the organization and the personnel to complete the work as shown and specified in strict accordance with the terms of the Contract Documents.
3. This bid is based upon and conforms to all requirements shown on the bid documents prepared by Perspective Design Inc., May 28, 2025 and all addenda acknowledged herein.
4. This statement is hereby made a part of the foregoing bid.

SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this _____ day of _____, 2025.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Contact Phone Number: _____

SECTION 33 50 00
FUELING STATION SYSTEM

PART 1 GENERAL

1.1 GENERAL

- A. Related Documents: Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Specifications on drawings apply to this section.
- B. Comply with Wisconsin Commercial Building Codes / International Building Code (IBC).
- C. Comply with Americans with Disabilities Architectural Guidelines, and ICC / ANSI A117.1, latest edition.

1.2 WORK INCLUDED

- A. Furnish and install complete fueling system.
- B. Work includes all required (listed equipment), electrical connections, sitework, and repair of existing canopy as specified in drawings.
- C. Secure all necessary state and local permits.
- D. Notification of inspectors and completion of required paperwork.
- E. Owner, Supplier, and Construction Manager to review all options included in this section prior to ordering the Fuel System and accessories.

1.3 RELATED WORK IN OTHER SECTIONS

- A. Division 26 Electrical Sections (on electrical drawings).

1.4 DESCRIPTION OF WORK

- A. This section sets forth the requirements for an above-grade fueling station. The station shall be furnished and installed complete as specified in the following paragraphs:
- B. General. Equipment furnished and installed under this section shall be assembled, erected, and placed in proper operating condition in full conformity with drawings, specifications, engineering data, instructions, and recommendations of all equipment manufacturers unless exceptions are noted.
 - 1. General Equipment Stipulations. The General Equipment Stipulations shall apply to all equipment furnished under this Section.

2. Power Supply. Refer to electrical drawings for existing & new power supplies, feeder schedule, and panel schedule.

C. Pre-construction activities:

1. Notify Diggers' Hotline.
2. Obtain related tank permit(s) and Notification to the Inspector.
3. Site safety plan.
4. Jobsite meeting prior to starting work.

1.5 SUBMITTALS

A. Complete installation drawings, together with detailed specifications and data covering material, parts, devices, and accessories forming a part of the equipment furnished. Drawings shall cover all component and detail information necessary for the design.

B. Owner, Supplier, and Construction Manager to review all options included in this section prior to ordering the Fueling System and accessories.

1.6 QUALITY ASSURANCE

A. Coordination of Work: Coordinate layout and installation of fueling system with other adjacent work.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver work cartoned or crated to provide protection during transit and job storage.

B. Inspect material upon delivery for damage. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to Construction Manager, Owner, and Architect / Engineer; otherwise, remove and replace damaged items as directed.

C. Store all materials at building site under cover. Coordinate with Owner for storage within DPW building premises or place components on minimum 4" high wood blocking if stored outside.

1.8 PROJECT WARRANTY

- A. Provide written warranty, signed by contractor for the work in this Section.
- B. One (1) year parts and labor from date of substantial completion.

PART 2 PRODUCTS

2.1 FUELING STATION MANUFACTURING EQUIPMENT

A. Anything within the specification that is propriety, provide with equal items.

2.2 ABOVE GROUND FUELING TANKS

A. (2) - 12,000-Gallon Vertical AST 12'D to match existing Tank Footprint.
(Gasoline & Diesel)

B. Coated white and warranted for one year.

2.3 TANK ACCESSORIES AND FILL PIPING

A. Tank fittings to meet State WI-DATCP requirements. Components listed below are for each of (2) tanks:

1. (1) Franklin Electric FE Petro Submersible Pump, 1 ½ HP.
2. (1) 3" remote fill piping with valves and drop pipe (anti-siphon hole).
Includes 25-gallon remote spill container
3. (1) Morrison # 9095 6" x 3" positive shut-off overfill valve
4. (1) Morrison Clock style mechanical gauge
5. (1) 2" standpipe with leak gauge or sensor for electronic monitor
(interstitial space)
6. (1) 4" riser for tank probe
7. (2) Morrison # 244F - 8" 8 Oz. Emergency Vent 1 for primary, 1 for
interstitial.
8. (1) Morrison # 354 0300" standard working vent for diesel
primary/secondary tanks
9. (1) Morrison # 800A / 800 DC 3" Fill Cap & Adapter (inside spill
containers)
10. (1) 3" ball valve for positive shut off (inside spill containers)
11. Ground rod & cable for tank
12. (2) Morrison # 910 2" Anti-Siphon Valve (1-required per pump)
13. All other valves & fittings required per code for "vehicle fueling"
14. EVO600 / EVO6000 Series Electronic Line Leak Detection.

2.4 DISPENSING EQUIPMENT

A. (1) Bennett 3712SNR-22 Diesel Dispenser:

1. Low cabinet
2. Single product, dual output
3. Two-sided
4. Electronic, gallons only displays
5. Single product dispenser
6. Front mount nozzle boot
7. Flow rated at 18-23GPM
8. Pulse output communication
9. Black with green lower door

B. (1) Bennett 3712SNR-22 Gasoline Dispenser:

1. Low cabinet
2. Single product, dual output
3. Two-sided
4. Electronic, gallons only displays
5. Single product dispenser
6. Front mount nozzle boot
7. Flow rated at 18-23GPM
8. Pulse output communication
9. Black with red lower door

C. Decal Package (contains all required decals)

2.5 DIESEL EXHAUST FLUID (DEF)

A. Existing dispenser at existing DEF building to remain.

B. New DEF equipment, housing, and dispenser at fuel island:

1. Blue Energy Equipment Commercial Platinum, 500 gallon capacity.
2. Associated fuel dispenser.

3. New DEF equipment tied to FuelMaster system for Security and Tracking with pulse output and hose controller.

2.6 CANOPY STRUCTURE

- A. Existing Canopy Structure to remain

1. Refer to drawings for repair work to be done on canopy.

2.7 CANOPY LIGHTING

- A. New canopy lighting with dusk / dawn and motion sensors.

2.8 TANK LEVEL MONITOR

- A. Equal to Franklin Electric.
- B. EVO 400 Series Automatic Tank Gauge.

2.9 FUEL MANAGEMENT SYSTEM

- A. Fuel Master. Exact system to be determined, but shall include:
 1. Island terminal unit
 2. Software
 3. Vehicle Identification Capability.
 4. Remote Monitor System for Fuel Vendor refueling.
 5. Key system based on System selected.
 6. Fuel Master training

2.10 EMERGENCY / SAFETY EQUIPMENT AND SIGNAGE

- A. (1) – Fire Extinguisher and Cabinet.
- B. Emergency Stop and Safety / Warning Signs located in same location as existing (refer to drawings).

2.11 CONCRETE AND COLLISION PROTECTION

- A. Site prep, fill and prepare for new concrete as specified on civil and architectural drawings.
- B. 6"x 6' pipe bollards for collision protection (up to 20).
- C. 7" yellow PVC bollard covers with reflective stripes

PART 3 EXECUTION

3.1 INSTALLATION

- A. Provide labor, tools, and equipment to plumb and install all proposed equipment.
- B. Provide and install all necessary decals.
- C. Setup, startup, testing, and calibration of equipment.
- D. Submit warranty paperwork.
- E. Complete and Submit State Petroleum Tank Installation Application, Permit Drawings.
- F. Notification and Coordination with Tank Inspector.
- G. Provide crane to unload and place tank.
- H. Licensed Installers to install piping and equipment on new tank.
- I. Licensed Installers to install and calibrate dispensers and DEF tote.
- J. Labor to install signage and fire extinguisher.
- K. Startup and training for Fuelmaster by factory trained technician.
- L. Submit final paperwork for tank inspector approval.

3.2 PERSONNEL TRAINING

- A. An experienced, competent, and authorized representative of the manufacturer shall train the Owner's personnel in operating, maintaining, and repairing the equipment specified in this section.

END OF SECTION 33 50 00

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date:

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

Submitted herewith please find our statement for your consideration in determining whether our firm is qualified and capable to bid, perform and furnish the necessary labor, materials and skill on the basis of our work record, experience, equipment and staff as required to enter upon and complete those. various types of projects indicated below as may be awarded by the municipality during the current year.

It is understood that the determination and decisions of the Municipality with regard to qualifications shall be final, and further, that the information herein **will** be considered confidential. A finding of "Qualified" for one project does not bind the Municipality on other projects, and that the Municipality expressly reserves the right to review and reserve its findings on later projects.

Sincerely,

Signature

Printed Name

PRE-QUALIFICATION STATEMENT- CONFIDENTIAL DATA

TO: CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

There is submitted herewith for your consideration, pursuant to Section 66.29, Wisconsin Statutes, a Statement of Qualifications of the undersigned to furnish the necessary labor, materials, equipment and skills required to enter upon the complete public works contract to be let by the Municipality through its several departments.

IDENTIFICATION

Official Firm Name _____

Mailing Address: _____

Telephone No. (____) _____

Fax No. (____) _____

Number of Years in Business under Present Firm Name: _____

Classification of Work for Which Your Firm is seeking Qualification:

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
IDENTIFICATION SECTION

Please CHECK Type of Firm Organization:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

Tabulation of Major Contracts (over \$25,000) which the Firm has
completed during past 5 Years

Year	Class of Work	Amount	Location of Work	For Whom Performed & Contact Name/Phone

Tabulation of Construction Experience of Principle Individuals in Organization

Individual's Name	Title or Present Position	Years of Experience	Class of Work

List Below Major Pieces of Equipment Owned (or Leased) and
Available when needed for the Proposed Work

Item Description	Qty	Size/ Capacity/ Etc	Condition (Good or Fair)	Years of Service

CONTRACTUAL RESPONSIBILITY

List the trade and percentage of work normally performed with your own work force

Trade	Percentage of Work

Have you (or your Firm) ever failed to complete any work awarded to you?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete on time a construction contract?

☐ Yes

☐ No

If so, state: firm name(s), when, where, and why:

Firm Name(s)	When	Where	Why

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

Have you (or firm) asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Have you (firm) been charged with or convicted of a violation of any wage schedule?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

List those projects that you (or firm) expect to have in progress at the time of the major performance period for this project:

Project	Location

BONDING RESPONSIBILITY

Name(s) and address of bonding company(ies) which generally execute Bid and Surety bonds:

Name	Address

Name(s) and addresses of all bonding companies other than those listed above, which have written Bid and Surety bonds for your firm during the last five (5) years:

Name	Address

Has any bonding company ever taken over a contract or make any payments, because of your firm's failure to carry out a contract?

☐ Yes

☐ No

If so, state: when, where, and why.

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

Attach your Statement of Financial Conditions, including the latest regular dated financial statement or balance sheet, which must contain the following items:

1. Current Assets: Cash joint-venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses, net fixed assets, and other assets.

2. Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owner, accrued salaries, accrued payroll taxes, other liabilities, and capital (stock, authorized and outstanding shares par values, and earned surplus).

Name of firm preparing statement: _____

Are any of the firm's assets assigned?

☐ Yes

☐ No

If so, state which are assigned and for what purpose they are assigned:

Assigned Asset	Purpose

GENERAL DATA

List below all previous work experience with the City of New Berlin:

Project	Trade	Year

Are you familiar with the provisions of the Agreement Form used by the City's?

- ☐ Yes
☐ No

Are you familiar with its terms and conditions?

- ☐ Yes
☐ No

Are you familiar with the City's specifications?

- ☐ Yes
☐ No

Are you familiar with the regulations of the City relating to bidding and awarding of contracts'?

- ☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN

_____ } ss
_____ County

_____, being duly sworn, deposes and says
that he is the _____ (Official
capacity/title) of the firm _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct, and
that any Owner, Bonding Company, or other agency herein named is hereby authorized
to supply the City of New Berlin with any information deemed necessary to verify this
statement.

Subscribed and sworn to before me

This ____ day of _____, 20__

_____ Notary Public

_____ County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS
FOR THE NEW BERLIN DPW FUELING STATION**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the vendor identified below (hereinafter referred to as “Vendor”). These Terms and Conditions, along with the Bid Instructions, Bid Forms, Specification, City of New Berlin Insurance Requirements, Certificates of Insurance, Policy Endorsements, bid, payment and performance bonds shall constitute the entire contract for materials, work and other goods and services, collectively referred to as the “Contract” between the City and the Vendor. The work that is being performed herein shall collectively be referred to as the “Project”. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned invoices and specifications. These Terms and Conditions are solely for the benefit of the City and the Vendor, and are not intended for the benefit of any other party.

2. Goods and/or Equipment. The goods, services and materials being furnished under this contract shall be as identified in Bid Instructions, Bid Forms and Specifications that are incorporated herewith.

The City shall not be deemed to have accepted the Goods until they have been provided the opportunity to inspect them and to acknowledge, in writing, that they are in accordance with the specifications/invoice and without damage or defect.

3. Contract Time. Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

The work will be substantially completed on or before November 15, 2025, and completed and ready for final acceptance and payment in accordance with this Agreement on or before December 12, 2025, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The fueling station shall be operational between November 15, 2025 and April 15, 2026. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time. As a consequence and not as a penalty, but rather to cover the City’s costs if the milestones are not achieved and the work causing alternative fueling sources to be needed is not completed by the completion date, the parties agree that the City shall be entitled to liquidated damages in the sum of \$250.00 (two hundred fifty dollars) per day as to when substantial completion is delayed.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract in the amounts that follow, subject to any applicable adjustments under the Contract:

- a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
- b. The estimated total of all unit price work for the base bid is \$_____. These prices are based on estimated quantities.
- c. These quantities shall be adjusted based upon the actual work performed.
- d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

5. Payment Procedures. Contractors shall submit applications for payments in accordance with the terms of this Agreement upon final completion and acceptance of the work. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:

- a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.
- b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
- c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.

- d. The Vendor has carefully studied all reports and expirations and tests related to the conditions in which the work will be performed, as well as reports and drawings related to the work and technical data in such reports and drawings.
- e. The Vendor has considered the information known to the Vendor itself, including information commonly known to vendors doing business in the Milwaukee metropolitan area, as well as information and observations obtained from visits to the site; the Contract documents; site related reports and drawings in the Contract documents with respect to the impact of such information; observations and documents on the cost, progress and performance of the work; the means, methods, techniques, sequences and procedures of construction; and the Vendor's safety, precautions and programs.

Based on the information and observation referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work of the Contract price within the Contract times in accordance with the other terms and conditions of the Contract.

The Vendor has given the City written notice of all conflicts, errors, ambiguities or discrepancies which the Vendor has discovered in the Contract documents and the Vendor certifies that the written resolution thereof by the City is acceptable to the Vendor.

The Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance in the furnishing of the work.

The Vendor is entering into this Contract and this constitutes an incontrovertible representation by the Vendor that, without exception, all prices in the Contract are premised upon performing and furnishing the work requirement by the Contract documents.

7. Assignment of Contract. Unless expressly agreed to by the City, no assignment may be made of the rights and responsibilities of the Vendor under this agreement.

8. Successors and Assigns. The City and Vendor each binds themselves, their successors, agents, legal representatives and assigns with respect to all covenants, agreements and obligations contained in the Contract documents.

9. Severability. Any provision or part of the Contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Vendor, which do hereby agree that the Contract documents shall be performed or replaced as to such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and

contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

11. Advertising. The Vendor shall not identify the City as a client or customer of the Vendor or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

12. Modification. In the event that the parties determine that a modification to the Terms and Conditions of the providing of these goods and services are necessary, such change shall not be effective unless executed by authorized representatives of both parties.

13. Delivery. The goods provided hereunder shall be delivered to the City within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the contract. In the event that the goods are not delivered within a reasonable period of time, the City shall have the right to cancel this contract without fee or penalty.

14. Insurance. Vendor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time:

- a. General Aggregate: \$2,000,000.00
- b. Personal Advertising Injury: \$1,000,000.00
- c. Each occurrence: \$1,000,000.00
- d. Fire damage: \$50,000.00
- e. Medical Expense, any one person: \$5,000.00
- f. Automobile liability: CSL \$1,000,000.00
- g. Excess liability umbrella form: \$1,000,000.00 per occurrence
- h. Excess liability umbrella form: \$2,000,000.00 in the aggregate with a self-insured retention limit of not greater than \$10,000.00
- i. Professional Liability, General Aggregate: \$2,000,000.00
- j. Professional Liability, Each Occurrence: \$1,000,000.00

Vendor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Vendor agrees to require that the insurer list the City as an Additional Insured on a primary and non-contributory basis and to provide adequate evidence of said status through the liability insurance endorsement. Vendor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

16. Limitation on Liability. The City's liability to the Vendor shall not exceed the sums paid by the City to the Vendor under this contract. In addition, to the extent that the Vendor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Vendor for its own negligence or intentional conduct.

17. Protection of the Project Site. Vendor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner to as to prevent workers and passersby from entering the project site.

18. Warranty. Vendor warrants and guarantees to City that all goods and/or equipment to be supplied hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for two (2) year from the date of substantial completion or as provided in the specifications/invoice attached hereto, whichever is greater.

19. Conflicts. If there is any inconsistency between these Terms and Conditions and the specifications/invoice or any attachments thereto, these Terms and Conditions shall apply.

20. Hold Harmless. The Vendor shall indemnify and hold harmless the City and its agents, employees, elected officials, representatives and assigns (hereinafter referred to as the "Indemnified Parties") as and against any and all claims, demands, actions, causes of action, losses, costs, expense, including, but not limited to actual attorney fees, arising out of or resulting from the performance of the work. Said indemnity shall include both the Vendor, as well as any subcontractors working under them, regardless of whether or not such claims, demands, losses or expenses are caused in whole, or in part, by the parties that are being indemnified. Such obligation shall not be considered to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent that the Vendor retains subcontractors for the performance of the work, or any portion thereof, the Vendor and/or subcontractors shall provide evidence of the insurance coverages set forth above, as well as

the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

21. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Vendor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

22. Termination of Contract. This contract may be terminated as follows:

- a. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Vendor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Vendor be entitled to any penalty for the termination nor shall the Vendor be entitled to any payment for lost profits.
- b. *Termination for Cause.* If the City determines that the Vendor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Vendor of any such deficiency and in the event that the Vendor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Vendor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Vendor's failure to comply with the terms of the contract. Under no circumstances shall the Vendor be entitled to any lost profits arising from the contract.

23. Ongoing Services. This is also a contract for ongoing preventative maintenance services, as provided for in the Project Specifications. The parties agree that these Terms and Conditions shall be applicable to these ongoing Services.

24. Relationship of the Parties. The Vendor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the City. The Vendor shall furnish all services, labors, materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the City.

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of

the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports the delay, both verbally and in writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

The Contractor acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Contractor further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Contractor's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workmanlike manner.

26. Regulations. The Vendor agrees to comply with all the requirements of applicable federal, state and local laws, as well as Codes and Specification requirements related to the performance of the work under this Contract.

27. Records and Reports. Records relating to the performance of the services under this Contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Vendor understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this Contract, Vendor shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this Contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Vendor, excepting for errors and omissions associated with the completed project, services and documents performed under this Contract.

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

29. Relationship of the Parties. The contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the owner.

FINANCE DIRECTOR:
City of New Berlin

MAYOR:
City of New Berlin

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]

CITY CLERK:
City of New Berlin

CITY ATTORNEY:
City of New Berlin

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]

VENDOR:

[Insert Vendor Name]

By: _____

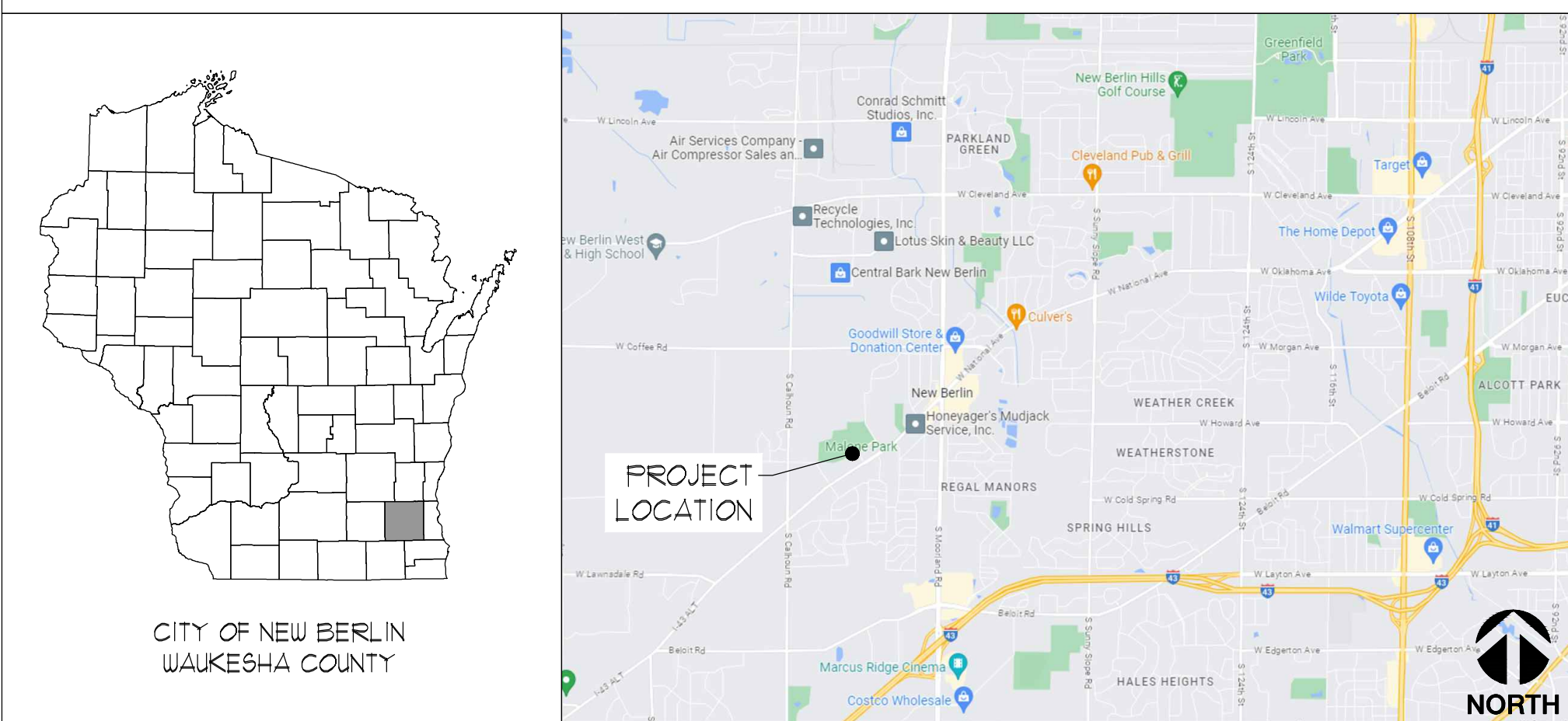
[Print Name & Title]

Site Improvements & Reconstruction for:

City of New Berlin DPW Fueling Station

16550 W National Ave
New Berlin, WI 53151

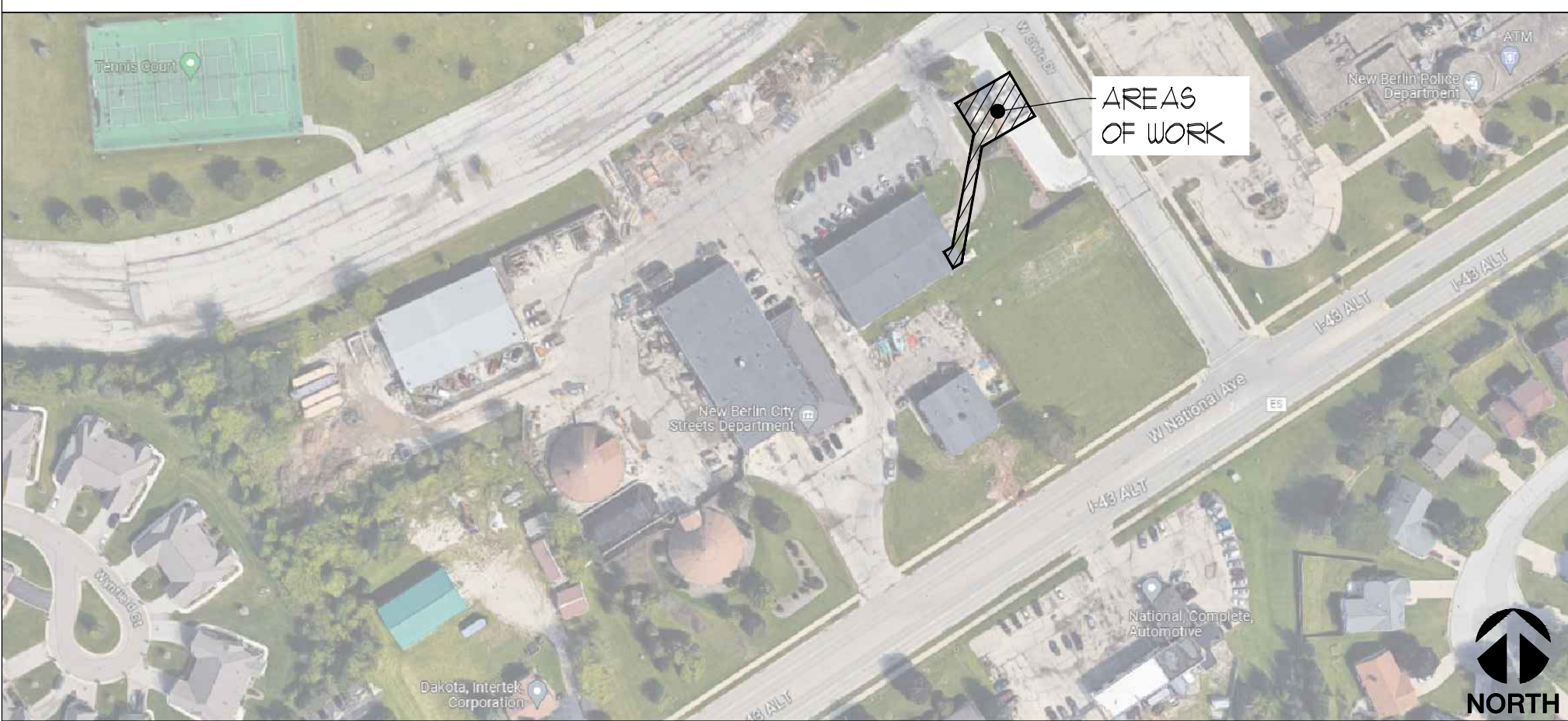
VICINITY MAP



ABBREVIATION KEY

A/C	AIR CONDITIONING	EJ	EXPANSION JOINT(S)	INT	INTERIOR	REC	RECESSED
ACT	ACOUSTIC CEILING TILE	ELEC	ELECTRICAL	JNT	JOINT	REG	REGULAR
ADJ	ADJUSTABLE OR	ELEV	ELEVATION OR	JST	JOIST	REIN	REINFORCE
	ADJACENT		ELEVATOR	LAM	LAMINATE	RO	ROUGH OPENING
AF	ABOVE FINISH FLOOR	EQ	EQUAL	LAV	LAVATORY	RTU	ROOF TOP UNIT (HVAC)
ALT	ALTERNATE	EQUIP	EQUIPMENT	LVL	LAMINATED	R/T	REFER TO
ALUM	ALUMINUM	EQUIV	EQUIVALENT	LVL	LAMINATED	SC	SOLID CORE
APPROX	APPROXIMATE	ETR	EXISTING TO REMAIN	MATL	MATERIAL	SECT	SECTION
ARCH	ARCHITECTURAL	EXP	EXPANSION OR EXPOSED	MAX	MAXIMUM	SPEC	SPECIFICATION
	AT	EXT	EXISTING	MD	MEDIUM-DENSITY	STAIN	STAIN
BD	BOARD	EXT	EXTERIOR	MD	MEDIUM-DENSITY	STAIN	STAIN
BLDG	BUILDING	FD	FLOOR DRAIN	MECH	MECHANICAL	SQ-FT, SF, #	SQUARE FOOT
B/O	BOTTOM OF	FDN	FOUNDATION	MED	MEDIUM	SQ-IN	SQUARE INCH
BRS	BEARING	FIN	FINISH FLOOR	MF	MANUFACTURER	SS	STAINLESS STEEL
CB	CEMENT BOARD	FIN	FINISH	MIN	MINIMUM	SSM	SOLID SURFACE
CF	COLD FORMED STEEL	FIXT	FIXTURE	MISC	MISCELLANEOUS	STL	STEEL
CJ	CONSTRUCTION JOINT(S)	FLR	FLOOR	MO	MASONRY OPENING	STN	STAIN
	CL	FRP	FIBERGLASS REINFORCED	MR GUB	MOISTURE RESISTANT GUB	STRCT	STRUCTURAL
CLG	CEILING	PLASTIC	PLASTIC	MTL	METAL	SV	SHEET VINYL
CLST	CLOSET	FRT	FIRE RESISTANCE	NG	NOT IN CONTRACT	TBB	TILE BACKER BOARD
CMU	CONCRETE MASONRY UNIT	TREATED	TREATED	NO *	NIPPER	TBD	TO BE DETERMINED
COL	COLUMN	FTG	FOOTING	NOY	NOMINAL	TBT	TOP & BOTTOM
CONC	CONCRETE	FURN	FURNACE	NTS	NOT TO SCALE	TEL	TELEPHONE
CONST	CONSTRUCTION	GA	GAUGE	OA	OVERALL	TG	TONGUE & GROOVE
CONT	CONTINUOUS	GALV	GALVANIZED	OC	ON CENTER	TJ	T-JOIST
CPET	COMMON PATH OF	GC	GENERAL CONTRACTOR	OHD	OVERHEAD DOOR	T/O	TOP OF
	EGRESS TRAVEL	GFCI	GROUND FAULT CIRCUIT	INTERRUPT	INTERCEPT	TYP	TYPICAL
CP1	CERAMIC TILE	GLUE	GLUE LAMINATED TIMBER	OFT	OPTIONAL	UC	UNDER COUNTER
CT	CERAMIC TILE	GROUT	GROUT	PERF	PERFORATED	UNO	UNLESS NOTED
CTB	CERAMIC TILE BASE	GUB	GYPSON WALL BOARD	FL	FLATE	VB	VINYL BASE
DEMO	DEMOLITION	H	HOLLOW CORE	FLM	FLAME	VBC	VINYL BASE, COVE
DIA *	DIAETER	HDR	HEADER	FLYUD	FLYWOOD	VBS	VINYL BASE, STRAIGHT
DM	DIMENSION	HQ	HARDWARE	PREFIN	PREFINISHED	VCT	VINYL COMPOSITION TILE
DIV	DIVISION	HGT	HEIGHT	PSF	POUNDS PER SQ FT	VERT	VERTICAL
DN	DOWN	HZ	HORIZONTAL	PSI	POUNDS PER SQ IN	V/F	VERIFY IN FIELD
D	DOWNSPOUT	HOUR	HOUR	PT	PRESERVATIVE TREATED	WB	WOOD BASE
DWG	DRAWING	HYAC	HEAT, VENT, & AIR	PVC	POLYVINYLCHLORIDE	WD	WOOD
EA	EACH	COND	CONDITIONING	Q	QUARRY TILE	WH	WATER HEATER
EATD	EXIT ACCESS TRAVEL	IHM	INSULATED HOLLOW	QT	QUARRY TILE	WC	WALK-IN CLOSET
	DISTANCE	INSUL	INSULATION OR INSULATE	QTB	QUARRY TILE BASE	W/O	WITHOUT
EF	EPOXY FLOORING			RD	ROOF DRAIN	WUF	WELDED WIRE FABRIC
EIFS	EXTERIOR INSULATION						
	FINISH SYSTEM						

ACCESSIBILITY ROUTE



PARTICIPANTS

OWNER:

City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tele: (262) 780-4609
Contact: Lucas Pichler
E-mail: lpichler@newberlin.org

ARCHITECT:

Perspective Design, Inc.
11525 W. North Avenue
Wauwatosa, WI 53226
Tele: (414) 302-1780 x210
Fax: (414) 302-1781
Contact: Kurt Johansen / Peter Ogorek
E-mail: kurtj@pdi-arch.com / pogorek@pdi-arch.com

GENERAL CONTRACTOR / CONSTRUCTION MANAGER:

TBD

CIVIL ENGINEER:

raSmith
16145 W Bluemound Rd
Brookfield, Wisconsin 53005
Tele: (262) 371-3266
Contact: Christopher White
E-mail: christopher.white@rasmith.com

ELECTRICAL ENGINEER:

Harwood Engineering
235 N 21st St
Milwaukee, Wisconsin 53233
(414) 918-1225
Contact: Tom Petersen
Email: Tom.Petersen@hecl.com

PETROLEUM VENDOR:

TBD

ALTERNATE BIDS

ALT BID #1: BASE BID TO HAVE ELECTRIC SERVICE & BACK-UP GENERATOR POWER COME FROM EXISTING EQUIPMENT. ALTERNATE BID FOR NEW BACK-UP GENERATOR FOR FUEL STATION & DEF BUILDING. VERIFY LOCATION W/ OWNER IF ALT BID IS SELECTED.

DRAWING INDEX

GENERAL:

TI TITLE SHEET

CIVIL:

C100 SITE PLAN
C200 SITE DETAILS

ARCHITECTURAL:

DSP11 ARCHITECTURAL DEMOLITION SITE PLAN
ASP11 ARCHITECTURAL SITE PLAN

ELECTRICAL:

EL ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES AND SPECS
ESD100 ELECTRICAL DEMO SITE PLAN
ES100 ELECTRICAL SITE PLAN
E100 ELECTRICAL DETAILS
E101 ELECTRICAL DETAILS
E200 ELECTRICAL ONE-LINE DIAGRAM AND PANEL SCHEDULE

PETROLEUM VENDOR:

TO BE PREPARED & SUBMITTED BY PETROLEUM VENDOR UNDER SEPARATE COVER FOLLOWING WI-ATCP 93 REQUIREMENTS

STRUCTURAL:

TO BE PREPARED & SUBMITTED BY PETROLEUM VENDOR UNDER SEPARATE COVER

MECHANICAL:

NO MECHANICAL MODIFICATIONS TO BE MADE WITH THIS SUBMITTAL

PLUMBING:

NO PLUMBING MODIFICATIONS TO BE MADE WITH THIS SUBMITTAL

CODE REFERENCE

BUILDING CODE:
WI COMMERCIAL BUILDING CODE ADOPTION OF THE INTERNATIONAL CODES SUBJECT TO THE MODIFICATION SPECIFIED BY WI DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES, CHAPTER 361-366
• INTERNATIONAL BUILDING CODE - 2015
• INTERNATIONAL ENERGY CONSERVATION CODE - 2015
• COMCHECK (LATEST WEB RELEASE)
• INTERNATIONAL MECHANICAL CODE - 2015
• INTERNATIONAL FUEL GAS CODE - 2015
• INTERNATIONAL EXISTING BUILDING CODE - 2015
• AGRICULTURE, TRADE AND CONSUMER PROTECTION - WI-ATCP 93
ACCESSIBILITY CODES:
• INTERNATIONAL BUILDING CODE - 2015, CHAPTER 11
• ICC A111 - 2009
• D.O.J. - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
MECHANICAL CODE:
• INTERNATIONAL MECHANICAL CODE - 2015
• INTERNATIONAL FUEL GAS CODE - 2015
• WI SAFETY & PROFESSIONAL SERVICES, CHAPTERS 364 & 365
ELECTRICAL CODE:
• INTERNATIONAL BUILDING CODE - 2015, CHAPTER 21
• WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 316
• REFERENCE NATIONAL ELECTRIC CODE
• NFPA 70 - NATIONAL ELECTRIC CODE (NEC) - 2017
SUBJECT TO THE CHANGES, ADDITIONS OR OMISSIONS SPECIFIED IN SUB CHAPTER III OF SP9 CHAPTER 316
PLUMBING CODE:
• INTERNATIONAL BUILDING CODE - 2015, CHAPTER 29
• WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 381-387
FIRE PREVENTION:
• WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 314
• REFERENCE NFPA
• NFPA 1 FIRE CODE - 2017 AND/OR LOCAL FIRE ORDINANCE IF APPLICABLE
SUBJECT TO THE MODIFICATIONS AS SPECIFIED IN SP9 CHAPTER 314
• INTERNATIONAL FIRE CODE - 2015 (AS REFERENCED BY THE IBC - 2015)
CIVIL ENGINEER:
CIVIL ENGINEER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL CODES RELATED TO STORM WATER MANAGEMENT, EROSION CONTROL, SOIL DISTURBANCE, AND NATURAL RESOURCE PROTECTION
EMERGENCY EGRESS LIGHTING:
• THESE DOCUMENTS DENOTE AN EGRESS PLAN SHOWING THE PATH WHERE EXIT LIGHTS & EMERGENCY EGRESS LIGHTING MAY BE REQUIRED.
• FOR NEW BUILDINGS, ADDITIONS OR ALTERATIONS THAT CREATE NEW EGRESS PATHS, THE ELECTRICAL DESIGNER SHALL PROVIDE, AT THE PROJECT SITE DURING CONSTRUCTION, LIGHTING PLANS AS WELL AS FIXTURE CUT-SHEETS AND ENERGY CALCULATIONS TO SHOW COMPLIANCE WITH THE ENERGY CODE.
LIGHTING & ENERGY CONSERVATION:
ELECTRICAL DESIGNER SHALL PREPARE A LIGHTING PLAN AND PROVIDE, AT THE PROJECT SITE DURING CONSTRUCTION, LIGHTING PLANS AS WELL AS FIXTURE CUT-SHEETS AND ENERGY CALCULATIONS TO SHOW COMPLIANCE WITH THE ENERGY CODE.

BUILDING DATA

PROJECT DESCRIPTION:
ZONING CODE: CITY OF NEW BERLIN
BUILDING CODE: IBC / IBCB / WI-SPS 361-366 / WI-ATCP 93
CLASSIFICATION OF WORK: REPAIRS
USE & OCCUPANCY: MAJOR USE: M (MERCANTILE)
TYPE OF CONSTRUCTION: PER IBC 406.1.1, CANOPIES AND THEIR SUPPORTS OVER PUMPS SHALL BE OF NONCOMBUSTIBLE MATERIALS. FIRE-RETARDANT-TREATED WOOD COMPLYING WITH CHAPTER 13, WOOD OF THE IV SIZE OR OF CONSTRUCTION PROVIDING 1-HOUR FIRE RESISTANCE, COMBUSTIBLE MATERIALS USED IN OR ON A CANOPY SHALL COMPLY WITH ONE OF THE FOLLOWING:
1. SHIELDED FROM THE PUMPS BY A NONCOMBUSTIBLE ELEMENT OF THE CANOPY OR WOOD OF THE IV SIZE.
2. PLASTICS COVERED BY ALUMINUM FACING HAVING A THICKNESS OF NOT LESS THAN 0.010 INCH (0.30 MM) OR CORROSION-RESISTANT STEEL HAVING A BASE METAL THICKNESS OF NOT LESS THAN 0.016 INCH (0.41 MM). THE PLASTIC SHALL HAVE A FLAME SPREAD INDEX OF 25 OR LESS AND A SMOKE-DEVELOPED INDEX OF 450 OR LESS WHEN TESTED IN THE MANNER INTENDED FOR USE IN ACCORDANCE WITH ASTM E84 OR UL 103, AND A SELF-IGNITION TEMPERATURE OF 450°F (233°C) OR GREATER WHEN TESTED IN ACCORDANCE WITH ASTM D1629.
3. PANELS CONSTRUCTED OF LIGHT-TRANSMITTING PLASTIC MATERIALS SHALL BE PERMITTED TO BE INSTALLED IN CANOPIES ERRECTED OVER MOTOR VEHICLE FUEL-DISPENSING STATION FUEL DISPENSERS, PROVIDED THE PANELS ARE LOCATED NOT LESS THAN 10 FEET (3.05 M) FROM ANY BUILDING ON THE SAME LOT AND FACE YARDS OR STREETS NOT LESS THAN 40 FEET (12.20 M) IN WIDTH OR THE OTHER SIDES THE AGGREGATE AREA OF PLASTICS SHALL BE NOT GREATER THAN 1000 SQUARE FEET (93 M²). THE MAXIMUM AREA OF ANY INDIVIDUAL PANEL SHALL BE NOT GREATER THAN 100 SQUARE FEET (9.3 M²).

DO NOT SCALE THESE DRAWINGS

CONSTRUCTION SET
USE NO OTHER

Site Improvements & Reconstruction For
City of New Berlin DPW Fueling Station
16550 W National Ave
New Berlin, WI 53151
Tel (414) 302-1780 Fax (414) 302-1781

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610

Rev #	Rev Date	Rev By	Description
1	05/30/25	KBJ	ISSUED FOR BID / PERMIT

DRAWING TITLE: **TITLE SHEET**

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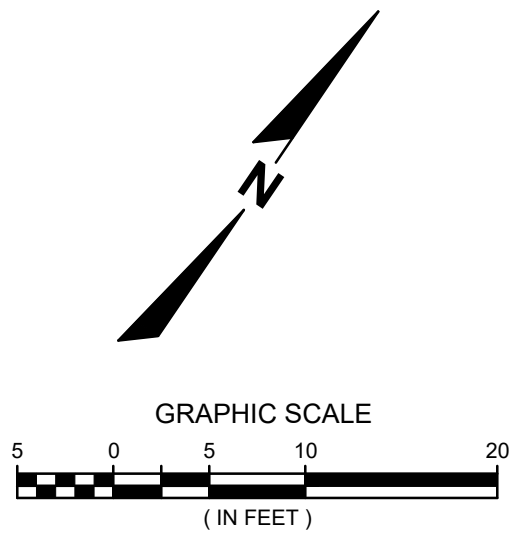
Date: **05/30/25**

Scale: **NONE**

Drawn: **KBJ**

Job: **25-004**

Sheet: **T1**

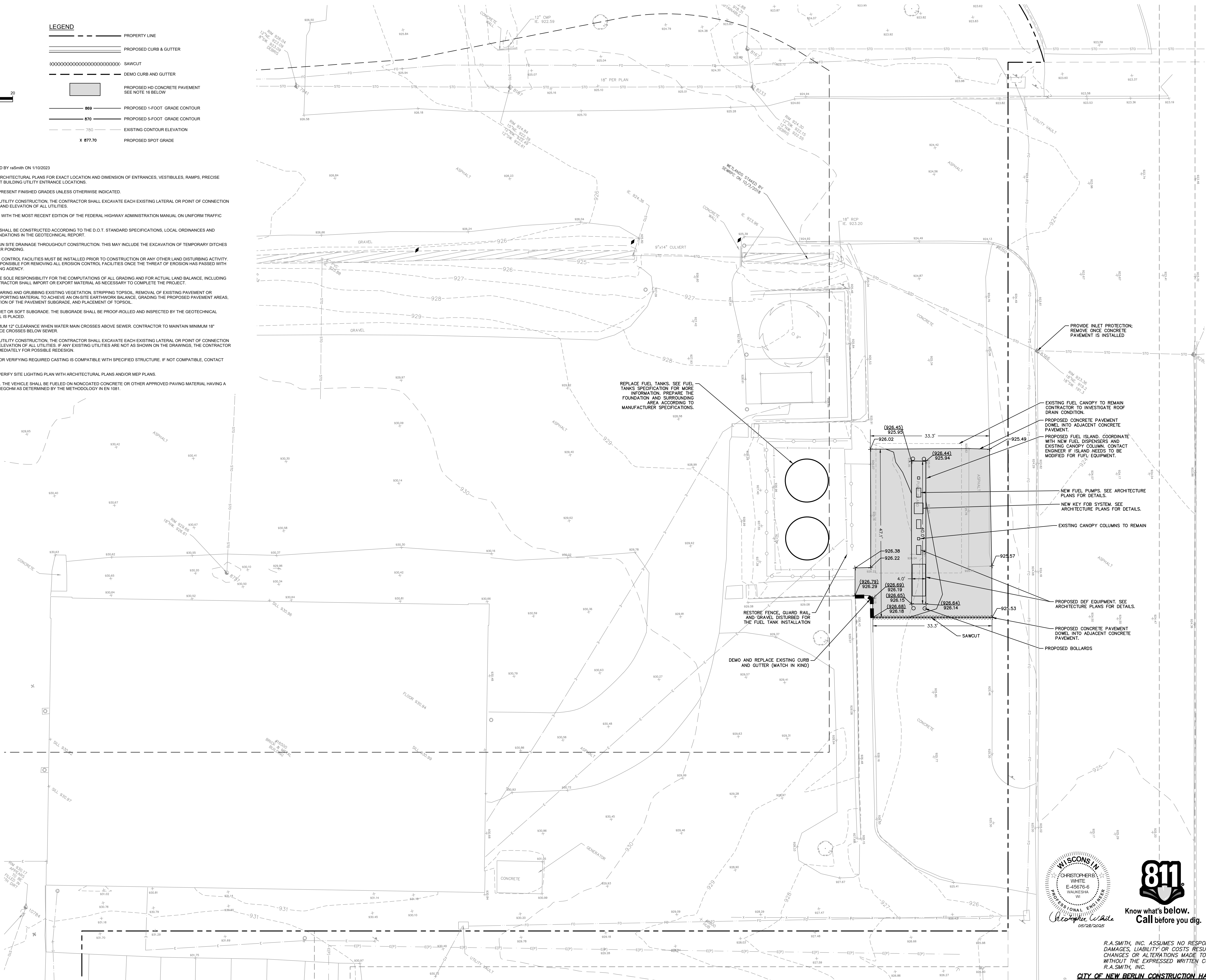


LEGEND

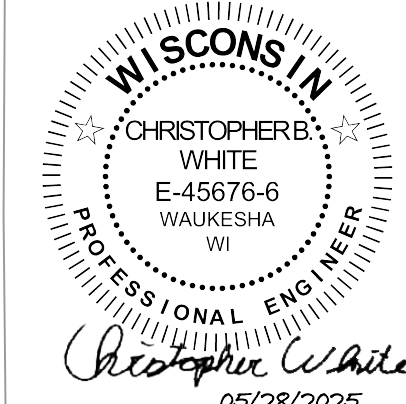
- PROPERTY LINE
- PROPOSED CURB & GUTTER
- SAWCUT
- DEMO CURB AND GUTTER
- PROPOSED HD CONCRETE PAVEMENT
SEE NOTE 16 BELOW
- PROPOSED 1-FOOT GRADE CONTOUR
- PROPOSED 5-FOOT GRADE CONTOUR
- EXISTING CONTOUR ELEVATION
- PROPOSED SPOT GRADE

GENERAL NOTES:

- EXISTING TOPOGRAPHY OBTAINED BY rasSmith ON 1/10/2023
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSION OF ENTRANCES, VESTIBULES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ELEVATIONS AND CONTOURS REPRESENT FINISHED GRADES UNLESS OTHERWISE INDICATED.
- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE SIZE, LOCATION AND ELEVATION OF ALL UTILITIES.
- ALL SITE SIGNAGE MUST COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE D.O.T. STANDARD SPECIFICATIONS, LOCAL ORDINANCES AND SPECIFICATIONS, AND RECOMMENDATIONS IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.
- SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
- THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
- GRADING SHALL CONSIST OF CLEARING AND GRUBBING EXISTING VEGETATION, STRIPPING TOPSOIL, REMOVAL OF EXISTING PAVEMENT OR FOUNDATIONS, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE AN ON-SITE EARTHWORK BALANCE, GRADING THE PROPOSED PAVEMENT AREAS, SCARIFYING AND FINAL COMPACTION OF THE PAVEMENT SUBGRADE, AND PLACEMENT OF TOPSOIL.
- NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
- CONTRACTOR TO MAINTAIN MINIMUM 12" CLEARANCE WHEN WATER MAIN CROSSES ABOVE SEWER. CONTRACTOR TO MAINTAIN MINIMUM 18" CLEARANCE WHEN WATER SERVICE CROSSES BELOW SEWER.
- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING REQUIRED CASTING IS COMPATIBLE WITH SPECIFIED STRUCTURE. IF NOT COMPATIBLE, CONTACT ENGINEER IMMEDIATELY.
- CONTRACTOR TO CONFIRM AND VERIFY SITE LIGHTING PLAN WITH ARCHITECTURAL PLANS AND/OR MEP PLANS.
- IBC 406.7.1 VEHICLE FUELING PAD. THE VEHICLE SHALL BE FUELED ON NONCOATED CONCRETE OR OTHER APPROVED PAVING MATERIAL HAVING A RESISTANCE NOT EXCEEDING 1 MEGOHM AS DETERMINED BY THE METHODOLOGY IN EN 1081.



DO NOT SCALE THESE DRAWINGS

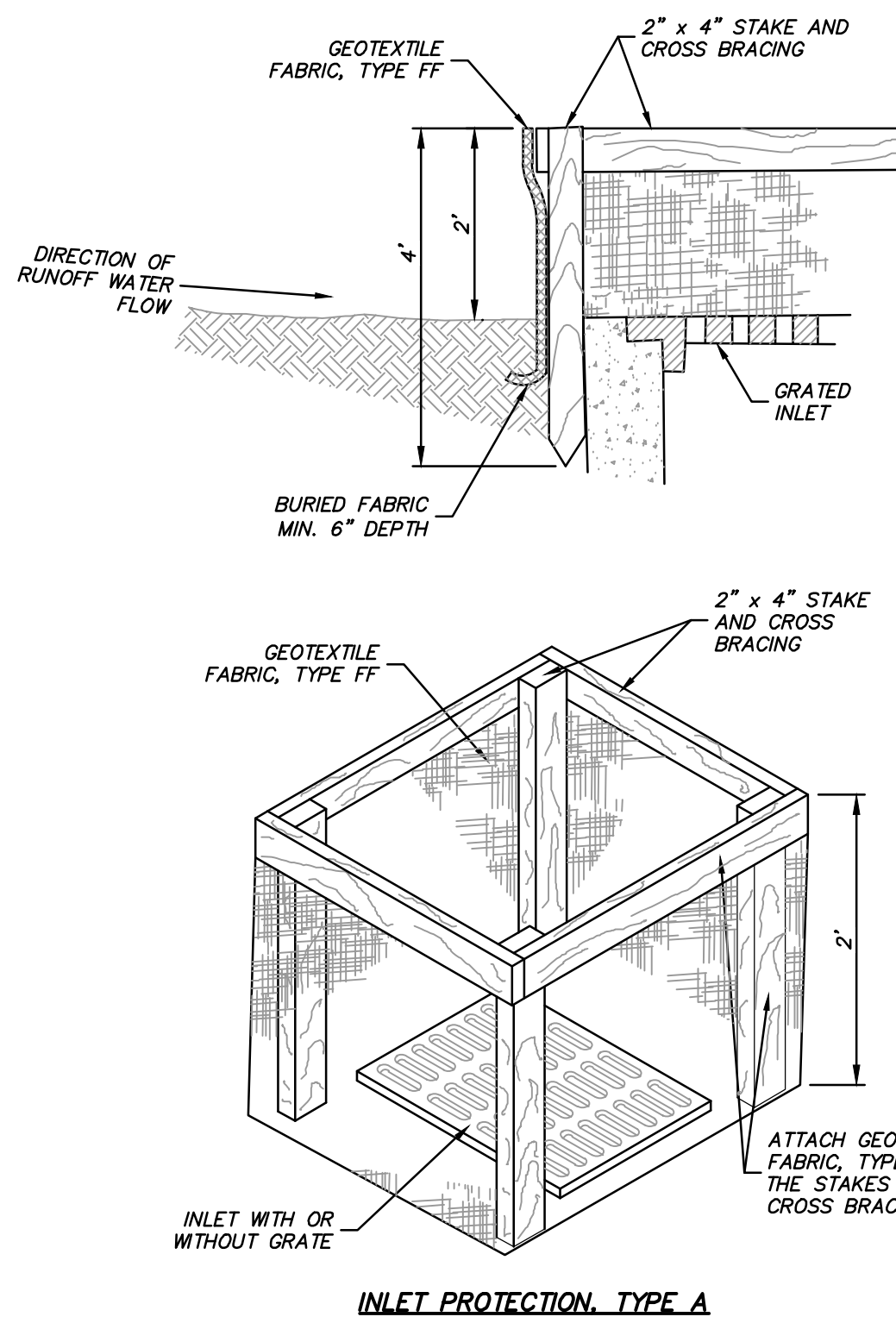
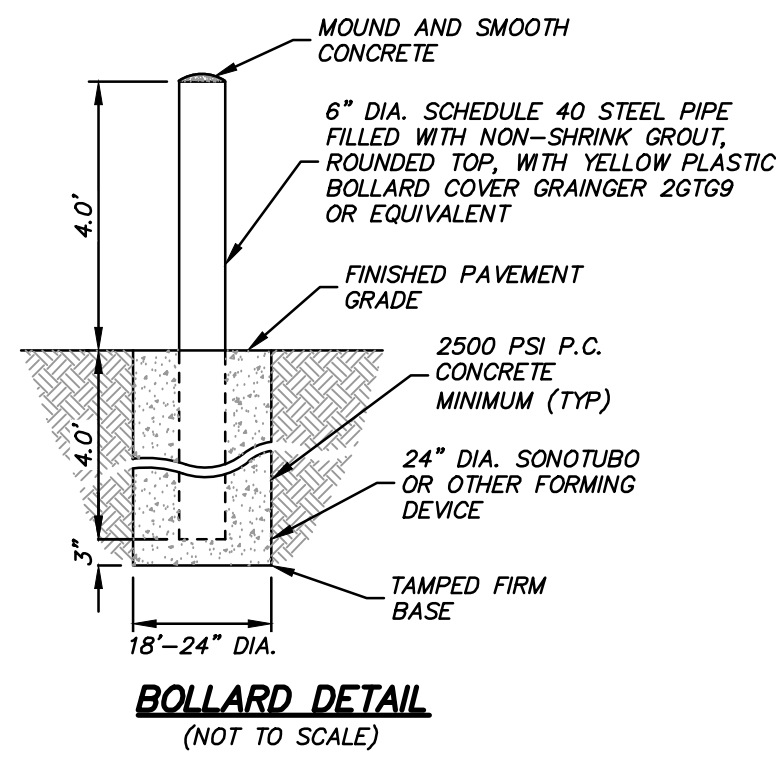
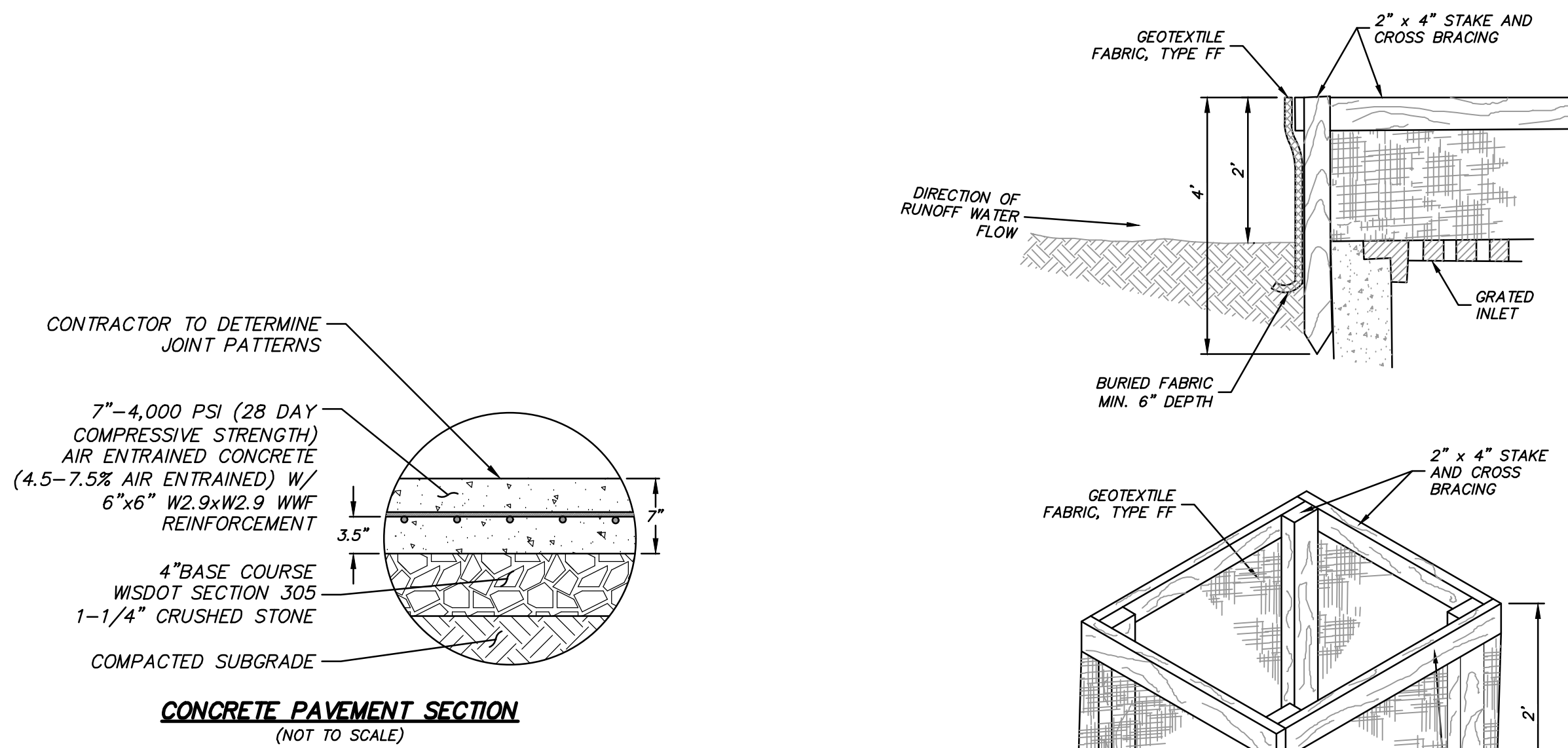


R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

CITY OF NEW BERLIN CONSTRUCTION HANDBOOK

ALL SITE IMPROVEMENTS AND CONSTRUCTION SHOWN ON THE PLANS SHALL CONFORM TO THE CITY OF NEW BERLIN DEVELOPER'S HANDBOOK. WHERE THE PLANS DO NOT COMPLY, IT SHALL BE THE SOLE RESPONSIBILITY AND EXPENSE OF THE DEVELOPER TO MAKE REVISIONS TO THE PLANS AND/OR CONSTRUCTED INFRASTRUCTURE TO COMPLY.

Building Redevelopment For: New Berlin Fuel Station Replacement 16330 W. CVC DR. NEW BERLIN, WI 53151	REV. #	DESCRIPTION	REV. DATE
16745 W. Blumond Road Brookfield, WI 53005-9388 (262) 781-1000 rasSmith.com PROJECT NUMBER: 3240225	Project:		
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
 City of New Berlin 3805 S Casper Drive New Berlin, WI 53151 Tel: (262) 786-8610			
 SITE PLAN			
Date: 05/28/25	Scale: 1" = 10'	Drawn: CBW	Job: 3240225
Sheet:	C100		



GENERAL NOTES:

INLET PROTECTION DEVICES SHALL CONFORM TO MNR CONSERVATION PRACTICE STANDARD 1060 AND BE MAINTAINED OR REPLACED AT THE DISCRETION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WISDOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED IF ALLOWED BY ENGINEER.

TYPE A IS TO BE USED PRIOR TO PAVING AND INSTALLATION OF CURB AND GUTTER, AND TYPES B, C, AND D ARE TO BE USED AFTER PAVING IS PLACED.

TYPE A SHALL BE USED AROUND INLETS AND UNPAVED AREAS UNTIL PERMANENT STABILIZATION METHODS HAVE BEEN ESTABLISHED.

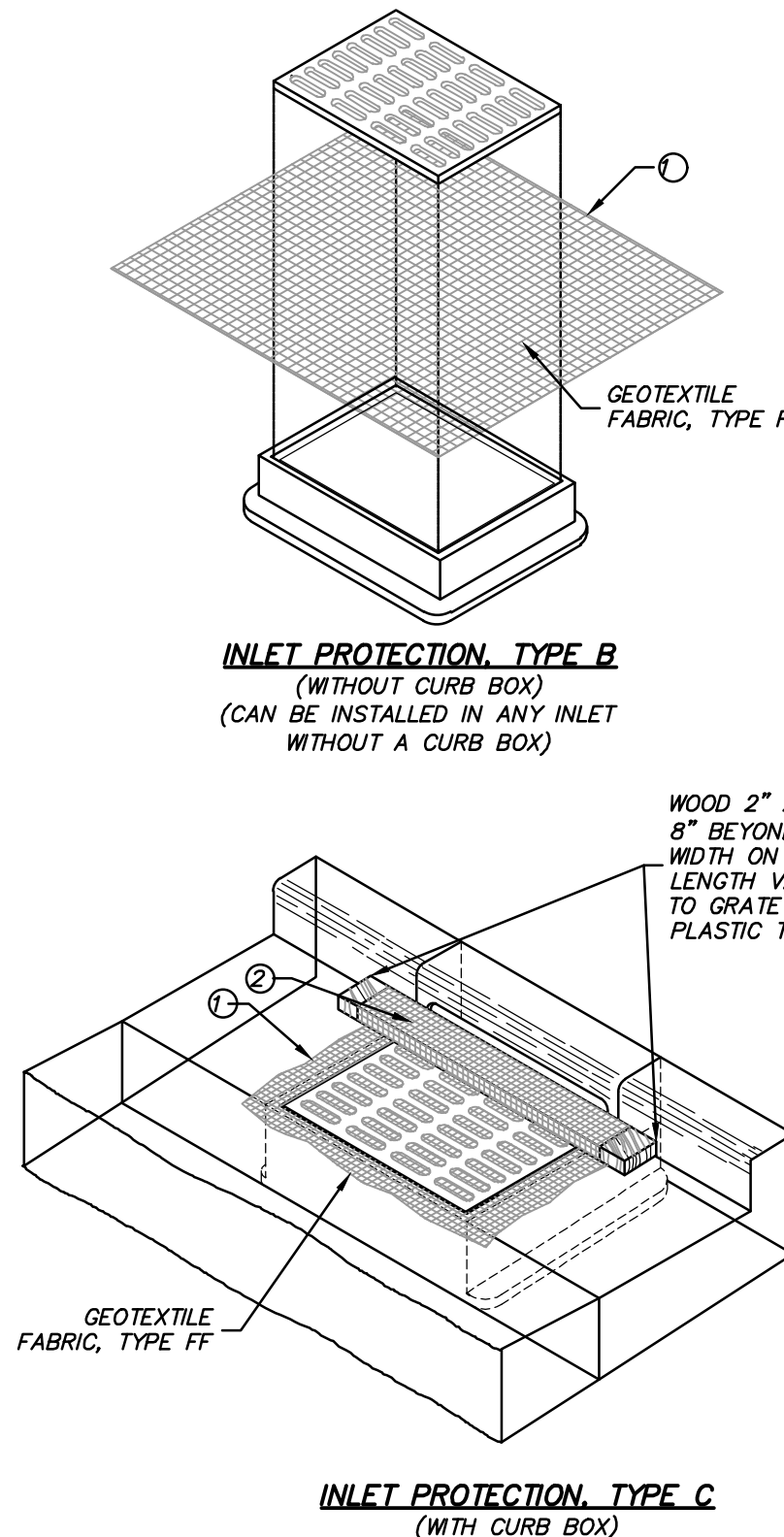
TYPE B SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE, ON INLETS WITHOUT A CURB BOX WHEN TYPE D INLET DEVICES CANNOT BE USED.

TYPE C SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE, ON STREET INLETS WITH CURB HEADS.

TYPE D SHALL BE USED IN AREAS WHERE OTHER TYPES OF INLET PROTECTION ARE INCOMPATIBLE WITH ROADWAY AND TRAFFIC CONDITIONS (I.E. POSSIBLE SAFETY HAZARD IF PONDING OCCURS), OR WHERE MORE EFFECTIVE INLET FILTERING IS NEEDED.

TAPER BOTTOM OF BAG TO MAINTAIN 3" OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.

GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG, FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.



INSTALLATION NOTES:

TYPE B & C:
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

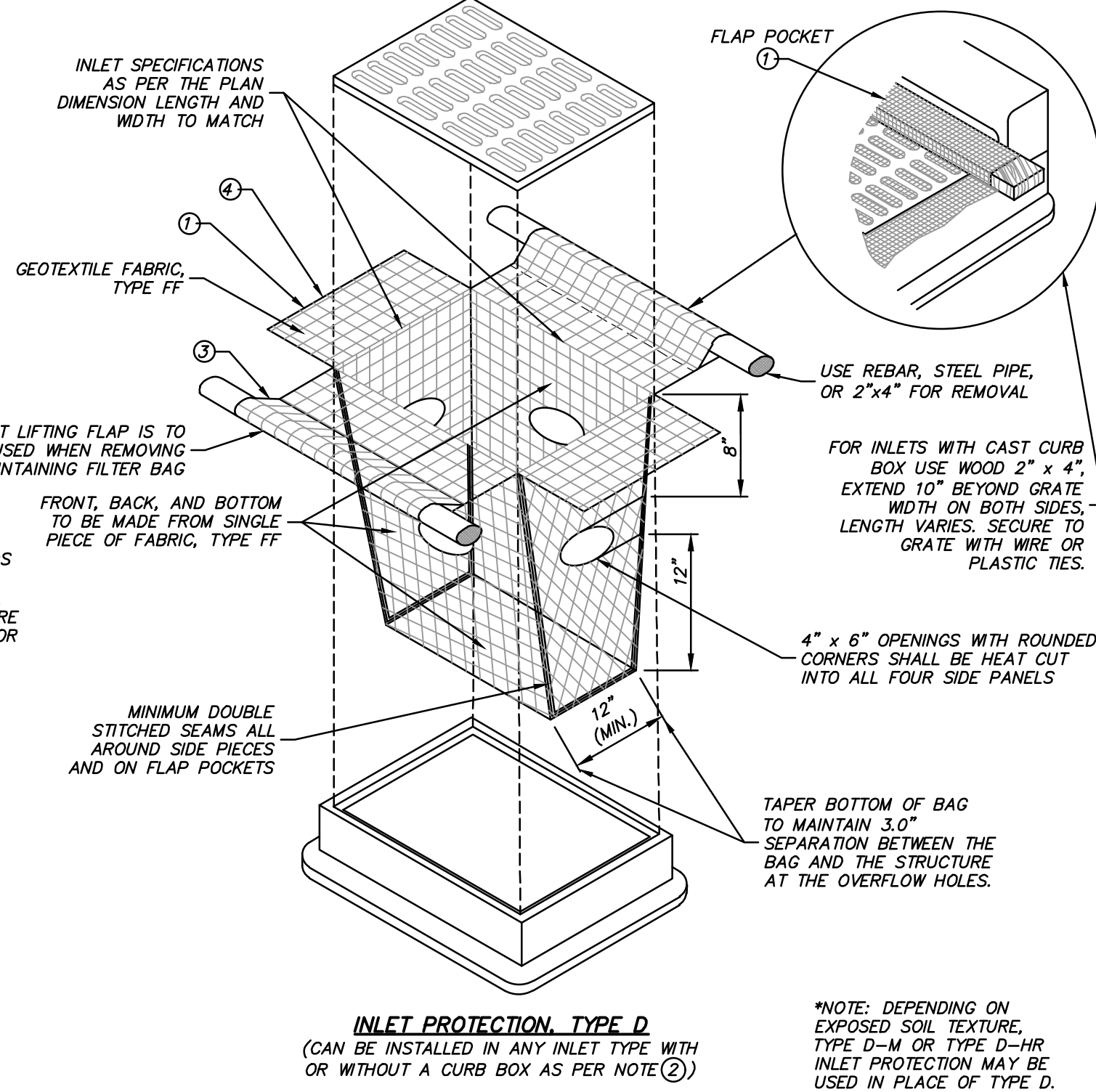
THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEW, FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

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

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

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

STORM DRAIN INLET PROTECTION
(NOT TO SCALE)



MAINTENANCE:

REMOVE INLET PROTECTION DEVICES ONCE THE CONTRIBUTING DRAINAGE AREA IS STABILIZED WITH APPROPRIATE VEGETATION OR IMPERVIOUS SURFACE.

INLET PROTECTION SHALL BE, AT A MINIMUM, INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.

FOR TYPE A, B OR C INLET PROTECTION, SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED BETWEEN 1/3 TO 1/2 THE DESIGN DEPTH OF THE DEVICE, OR WHEN THE DEVICE IS NO LONGER FUNCTIONING AS DESIGNED.

FOR TYPE D INLET PROTECTION (INCLUDING D-M AND D-HR), REMOVE SEDIMENT WHEN SEDIMENT ACCUMULATES TO WITHIN 6" OF THE BOTTOM OF THE OVERFLOW HOLES, OR WHEN STANDING WATER REMAINS WITHIN 6" OF THE BOTTOM OF THE OVERFLOW HOLES 24 HOURS AFTER A RUNOFF EVENT. HOLES IN THE TYPE FF FABRIC MAY BE REPAIRED BY STITCHING IF LESS THAN 2" IN LENGTH, BUT THE FABRIC SHOULD BE REPLACED IF THE HOLES ARE GREATER THAN 2" IN LENGTH IN THE TYPE FF FABRIC OR IF THERE ARE ANY HOLES IN THE TYPE HR FABRIC. THE FILTER MUST ALSO BE REPLACED IF THE FLAP POCKETS SUSTAIN DAMAGE THAT COMPROMISES FILTER INTEGRITY OR THE ABILITY TO PERFORM MAINTENANCE.

REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND STABILIZED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, DUE CARE SHALL BE TAKEN TO ENSURE SEDIMENT DOES NOT FALL INTO THE INLET AND IMPAIR THE INTENDED FUNCTION OF THE DEVICE. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

DO NOT SCALE THESE DRAWINGS

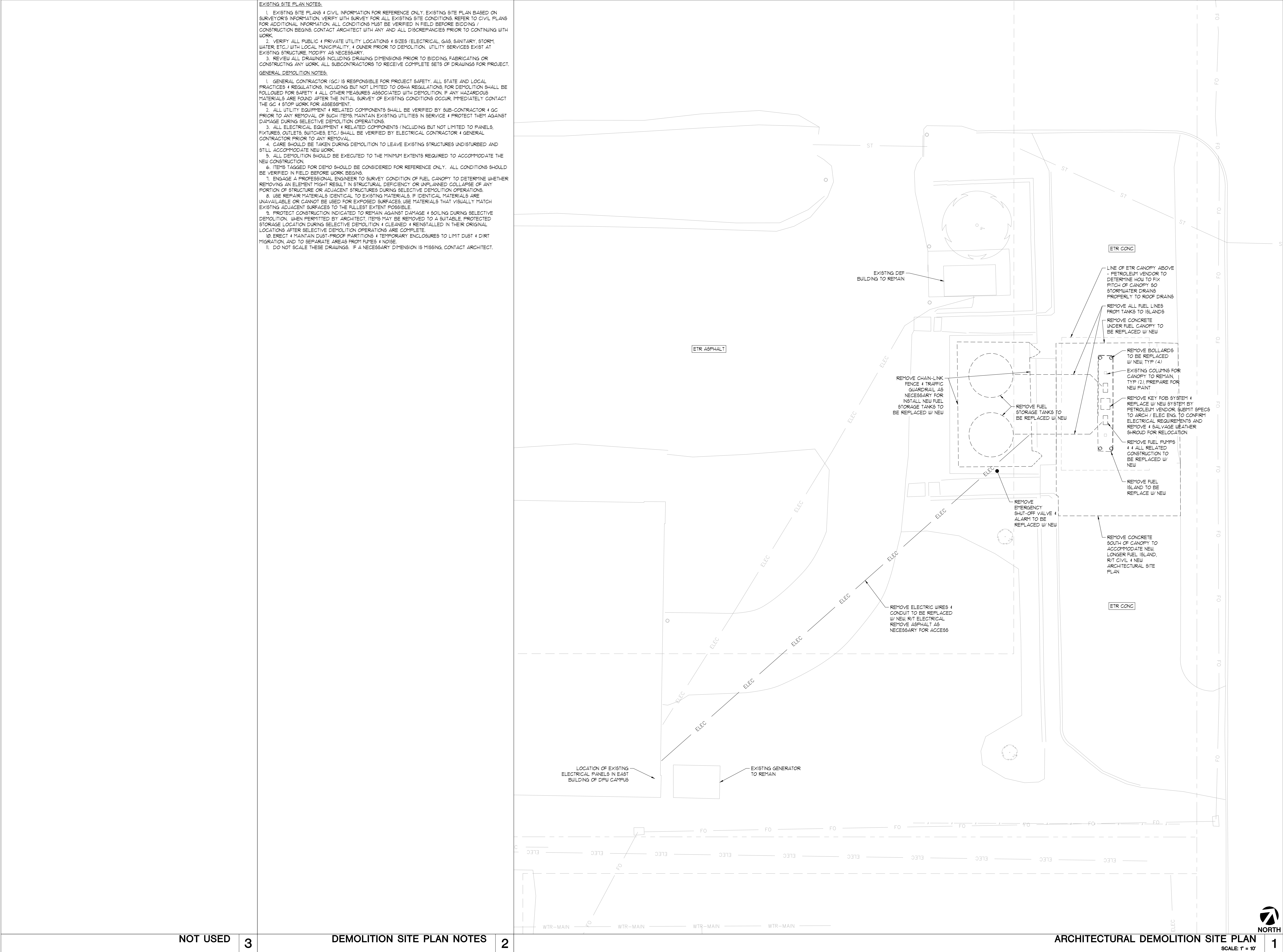


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CITY OF NEW BERLIN CONSTRUCTION HANDBOOK

ALL SITE IMPROVEMENTS AND CONSTRUCTION SHOWN ON THE PLANS SHALL CONFORM TO THE CITY OF NEW BERLIN DEVELOPER'S HANDBOOK, WHERE THE PLANS DO NOT COMPLY, IT SHALL BE THE SOLE RESPONSIBILITY AND EXPENSE OF THE DEVELOPER TO MAKE REVISIONS TO THE PLANS AND/OR CONSTRUCTED INFRASTRUCTURE TO COMPLY.

REV. #	REV. DATE	DESCRIPTION	REV. BY
Project:			
Building Redevelopment For:			
New Berlin Fuel Station Replacement			
16330 W. CIVIC DR. NEW BERLIN, WI 53151			
16745 W. Blumond Road, Brookfield, WI 53005-9088, (262) 781-1000, ra.smith.com			
PROJECT NUMBER: 3240225			
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue, Wauwatosa, WI 53226, Tel (414) 302-1780 Fax (414) 302-1781			
City of New Berlin 3805 S Casper Drive New Berlin, WI 53151 Tel: (262) 786-8610			
SITE DETAILS			
Date: 05/28/25			
Scale: N.T.S.			
Drawn: CBW			
Job: 3240225			
Sheet: C200			



EXISTING SITE PLAN NOTES:

1. EXISTING SITE PLANS & CIVIL INFORMATION FOR REFERENCE ONLY. EXISTING SITE PLAN BASED ON SURVEYOR'S INFORMATION. VERIFY WITH SURVEY FOR ALL EXISTING SITE CONDITIONS. REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION. ALL CONDITIONS MUST BE VERIFIED IN FIELD BEFORE BIDDING / CONSTRUCTION BEGINS. CONTACT ARCHITECT WITH ANY AND ALL DISCREPANCIES PRIOR TO CONTINUING WITH WORK.
2. VERIFY ALL PUBLIC & PRIVATE UTILITY LOCATIONS & SIZES (ELECTRICAL, GAS, SANITARY, STORM, WATER, ETC.) WITH LOCAL MUNICIPALITY & OWNER PRIOR TO DEMOLITION. UTILITY SERVICES EXIST AT EXISTING STRUCTURE. MODIFY AS NECESSARY.
3. REVIEW ALL DRAWINGS INCLUDING DRAWING DIMENSIONS PRIOR TO BIDDING. FABRICATING OR CONSTRUCTING ANY WORK. ALL SUBCONTRACTORS TO RECEIVE COMPLETE SETS OF DRAWINGS FOR PROJECT.

GENERAL DEMOLITION NOTES:

1. GENERAL CONTRACTOR (GC) IS RESPONSIBLE FOR PROJECT SAFETY. ALL STATE AND LOCAL PRACTICES & REGULATIONS, INCLUDING BUT NOT LIMITED TO OSHA REGULATIONS FOR DEMOLITION SHALL BE FOLLOWED FOR SAFETY & ALL OTHER MEASURES ASSOCIATED WITH DEMOLITION. IF ANY HAZARDOUS MATERIALS ARE FOUND AFTER THE INITIAL SURVEY OF EXISTING CONDITIONS OCCUR, IMMEDIATELY CONTACT THE GC & STOP WORK FOR ASSESSMENT.
2. ALL UTILITY EQUIPMENT & RELATED COMPONENTS SHALL BE VERIFIED BY SUB-CONTRACTOR & GC PRIOR TO ANY REMOVAL OF SUCH ITEMS. MAINTAIN EXISTING UTILITIES IN SERVICE & PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS.
3. ALL ELECTRICAL EQUIPMENT & RELATED COMPONENTS (INCLUDING BUT NOT LIMITED TO PANELS, FIXTURES, OUTLETS, SWITCHES, ETC.) SHALL BE VERIFIED BY ELECTRICAL CONTRACTOR & GENERAL CONTRACTOR PRIOR TO ANY REMOVAL.
4. CARE SHOULD BE TAKEN DURING DEMOLITION TO LEAVE EXISTING STRUCTURES UNDISTURBED AND STILL ACCOMMODATE NEW WORK.
5. ALL DEMOLITION SHOULD BE EXECUTED TO THE MINIMUM EXTENTS REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION.
6. ITEMS TAGGED FOR DEMO SHOULD BE CONSIDERED FOR REFERENCE ONLY. ALL CONDITIONS SHOULD BE VERIFIED IN FIELD BEFORE WORK BEGINS.
7. ENGAGE A PROFESSIONAL ENGINEER TO SURVEY CONDITION OF FUEL CANOPY TO DETERMINE WHETHER REMOVING AN ELEMENT MIGHT RESULT IN STRUCTURAL DEFICIENCY OR UNPLANNED COLLAPSE OF ANY PORTION OF STRUCTURE OR ADJACENT STRUCTURES DURING SELECTIVE DEMOLITION OPERATIONS.
8. USE REPAIR MATERIALS IDENTICAL TO EXISTING MATERIALS. IF IDENTICAL MATERIALS ARE UNAVAILABLE OR CANNOT BE USED FOR EXPOSED SURFACES, USE MATERIALS THAT VISUALLY MATCH EXISTING ADJACENT SURFACES TO THE FULLEST EXTENT POSSIBLE.
9. PROTECT CONSTRUCTION INDICATED TO REMAIN AGAINST DAMAGE & SOILING DURING SELECTIVE DEMOLITION. WHEN PERMITTED BY ARCHITECT, ITEMS MAY BE REMOVED TO A SUITABLE PROTECTED STORAGE LOCATION DURING SELECTIVE DEMOLITION & CLEANED & REINSTALLED IN THEIR ORIGINAL LOCATIONS AFTER SELECTIVE DEMOLITION OPERATIONS ARE COMPLETE.
10. ERECT & MAINTAIN DUST-PROOF PARTITIONS & TEMPORARY ENCLOSURES TO LIMIT DUST & DIRT MIGRATION AND TO SEPARATE AREAS FROM Fumes & NOISE.
11. DO NOT SCALE THESE DRAWINGS. IF A NECESSARY DIMENSION IS MISSING, CONTACT ARCHITECT.

DO NOT SCALE THESE DRAWINGS

CONSTRUCTION SET
USE NO OTHER

FULL SIZE PRINT = 30" x 42" SET

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PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel: (414) 302-1780 Fax: (414) 302-1781		City of New Berlin DPW Fueling Station 18560 W. National Ave New Berlin, WI 53151	
City of New Berlin 3805 S. Casper Drive New Berlin, WI 53151 Tel: (262) 786-8610		Project:	
DRAWING TITLE:	ARCHITECTURAL DEMOLITION SITE PLAN	REV. #	REV. DATE
DATE:	05/30/25	DESCRIPTION	ISSUED FOR BID / PERMIT
SCALE:	1" = 10'	REV. BY	KBJ
DRAWN:	KBJ		
JOB:	25-004		
SHEET:			
DSP1.1			

NOT USED

3

SITE PLAN NOTES

2

GENERAL SITE PLAN NOTES:

1. VERIFY ALL PUBLIC & PRIVATE UTILITY LOCATIONS AND SIZE (ELECTRICAL, GAS, METER, SANITARY, LATERAL, WATER, LATERAL, ETC) WITH THE OWNER & GENERAL CONTRACTOR PRIOR TO INSTALLATION. ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE PRESENCE OR LACK THERE OF ANY UTILITIES.
2. ANY SEDIMENT REACHING THE STREET DURING CONSTRUCTION SHALL BE CLEANED-UP IMMEDIATELY.
3. ALL ROOF DRAINS & DOWNSPOUTS DRAIN TO ON-SITE STORM SEWER / WATER DETENTION AREA. R/T CIVIL.
4. DO NOT SCALE THESE DRAWINGS. IF A NECESSARY DIMENSION IS MISSING, CONTACT ARCHITECT.

MOTOR FUEL-DISPENSING FACILITIES SHALL COMPLY WITH THE INTERNATIONAL FIRE CODE INCLUDING, BUT NOT LIMITED TO:

- NFPA 30, FLAMMABLE & COMBUSTIBLE LIQUIDS CODE
- NFPA 30A, CODE FOR MOTOR FUELING DISPENSING FACILITIES & REPAIR GARAGES
- NFPA 68, STANDARD ON EXPLOSION PREVENTION SYSTEMS
- NFPA 101, LIFE SAFETY CODE

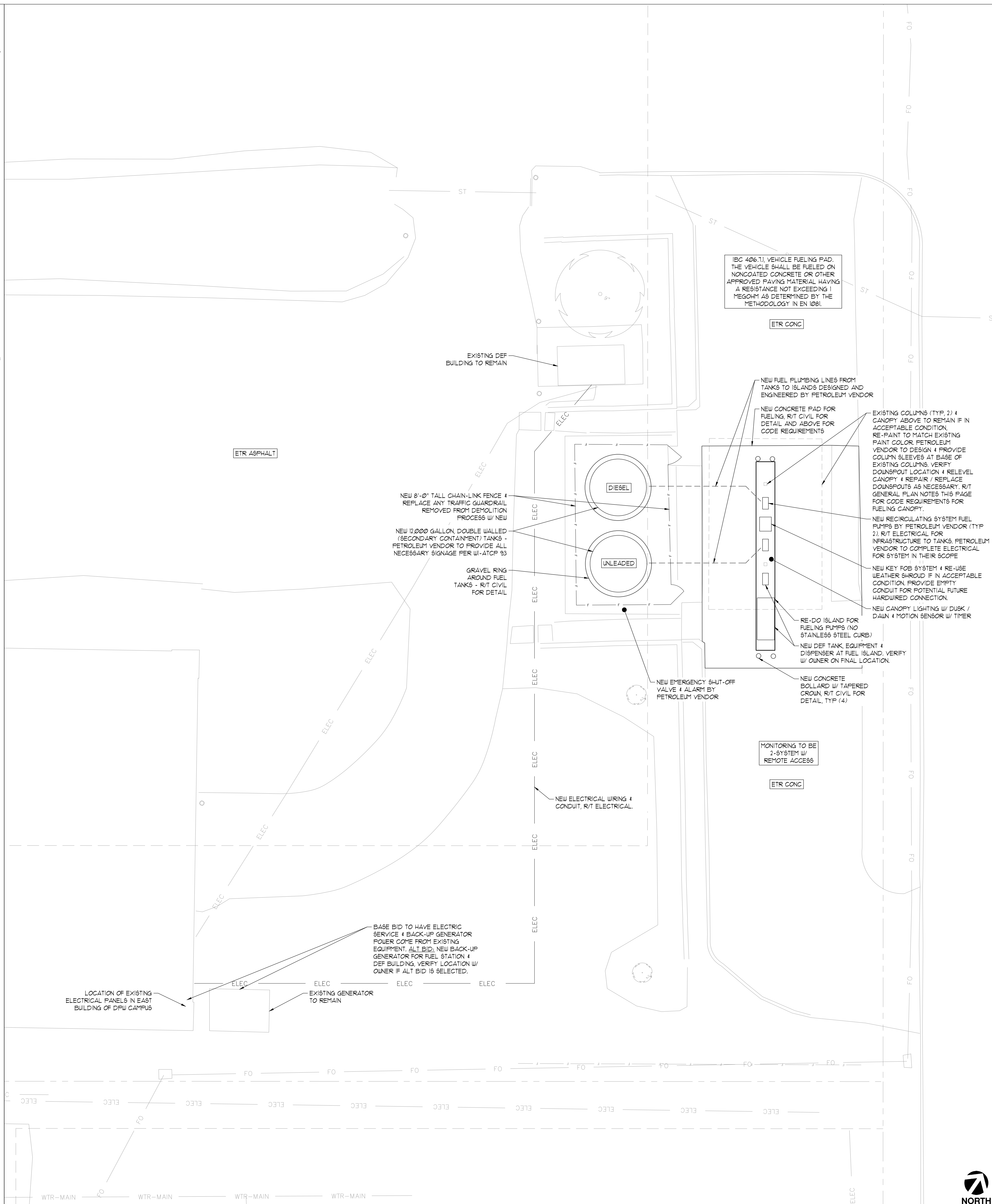
IBC 406.02 CANOPIES:

CANOPIES UNDER WHICH FUELS ARE DISPENSED SHALL HAVE A CLEAR UNOBSTRUCTED HEIGHT OF NOT LESS THAN 13 FEET 6 INCHES (415 mm) TO THE LOWEST PROJECTING ELEMENT IN THE VEHICLE DRIVE-THROUGH AREA. CANOPIES AND THEIR SUPPORTS OVER PUMPS SHALL BE OF NONCOMBUSTIBLE MATERIALS, FIRE-RETARDANT-TREATED WOOD COMPLYING WITH CHAPTER 23 WOOD OF TYPE IV SIZES OR OF CONSTRUCTION PROVIDING 1-HOUR FIRE RESISTANCE. COMBUSTIBLE MATERIALS USED IN OR ON A CANOPY SHALL COMPLY WITH ONE OF THE FOLLOWING:

1. SHIELDED FROM THE PUMPS BY A NONCOMBUSTIBLE ELEMENT OF THE CANOPY, OR WOOD OF TYPE IV SIZES
2. PLASTICS COVERED BY ALUMINUM FACING HAVING A THICKNESS OF NOT LESS THAN 0.010 INCH (0.25 mm) OR CORROSION-RESISTANT STEEL HAVING A BASE METAL THICKNESS OF NOT LESS THAN 0.016 INCH (0.41 mm); THE PLASTIC SHALL HAVE A FLAME SPREAD INDEX OF 75 OR LESS AND A SMOKE DEVELOPED INDEX OF 450 OR LESS WHEN TESTED IN THE FORM INTENDED FOR USE IN ACCORDANCE WITH ASTM E84 OR UL T23 AND A SELF-IGNITION TEMPERATURE OF 650°F (343°C) OR GREATER WHEN TESTED IN ACCORDANCE WITH ASTM D1929
3. PANELS CONSTRUCTED OF LIGHT-TRANSMITTING PLASTIC MATERIALS SHALL BE PERMITTED TO BE INSTALLED IN CANOPIES ERECTED OVER MOTOR VEHICLE FUEL-DISPENSING STATION FUEL DISPENSERS, PROVIDED THE PANELS ARE LOCATED NOT LESS THAN 10 FEET (3048 mm) FROM ANY BUILDING ON THE SAME LOT AND FACE YARDS OR STREETS NOT LESS THAN 40 FEET (12192 mm) IN WIDTH ON THE OTHER SIDES. THE AGGREGATE AREAS OF PLASTICS SHALL BE NOT GREATER THAN 1000 SQUARE FEET (93 M²); THE MAXIMUM AREA OF ANY INDIVIDUAL PANEL SHALL BE NOT GREATER THAN 100 SQUARE FEET (9.3 M²).

GENERAL UI-ATCP 93 NOTES:

1. THESE DOCUMENTS ARE FOR CIVIL, ARCHITECTURAL, & ELECTRICAL WORK UP TO THE REPAIRED FUELING ISLAND. PETROLEUM VENDOR TO SUBMIT FOR PLAN REVIEW UNDER SEPARATE COVER TO COMPLY WITH REQUIREMENTS AND DOCUMENTS OUTLINED IN UI-ATCP 93 SUBCHAPTER I (ATCP 93.100 - ATCP 93.130) FOR COMPLETION OF WORK AT THE FUEL ISLAND AND RELATED EQUIPMENT.
2. PETROLEUM VENDOR TO ADHERE TO ALL APPLICABLE STANDARDS AS LISTED IN UI-ATCP 93 SUBCHAPTER II (ATCP 93.200) FOR ALL ITEMS PERTAINING TO THE RE-CONSTRUCTED FUEL ISLAND INCLUDING, BUT NOT LIMITED TO: EQUIPMENT, INSTALLATION, SIGNAGE, & CERTIFICATION.
3. TANKS TO BE ABOVEGROUND TANKS AND TO MEET THE NECESSARY REQUIREMENTS OF UI-ATCP 93 SUBCHAPTER IV (ATCP 93.400 - ATCP 93.410)
4. FUEL DISPENSING SYSTEMS TO MEET THE NECESSARY REQUIREMENTS OF ABOVEGROUND FIXED TANKS PER UI-ATCP 93 SUBCHAPTER V (ATCP 93.615)
5. ALL MAINTENANCE & TESTING OF EQUIPMENT AND OF THE PREMISES MENTIONED IN UI-ATCP 93 IS OWNERS' / OWNERS HIRER PROFESSIONAL'S RESPONSIBILITY AFTER COMPLETION OF WORK.



ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'

1

DO NOT SCALE THESE DRAWINGS

CONSTRUCTION SET
USE NO OTHER

FULL SIZE PRINT = 30" x 42" SET

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DRAWING TITLE:	ARCHITECTURAL SITE PLAN	THIS BOX IS 12" x 12"
Date:	05/30/25	
SCALE:	1" = 10'	
Drawn:	KBJ	
Job:	25-004	
SHEET:	ASP11	

City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel: (414) 302-1780 Fax: (414) 302-1781

Site Improvements & Reconstruction For
City of New Berlin DPW
Fueling Station
18560 W. National Ave
New Berlin, WI 53151

REV. #	REV. DATE	DESCRIPTION	REV. BY
1	05/30/25	ISSUED FOR BID / PERMIT	KBJ

Project:

ABBREVIATIONS

AE	ARCHITECT/ENGINEER	IMC	INTERMEDIATE METAL CONDUIT
AMP	AMP FUSE	I	INSTALLED
AFC	AVAILABLE FAULT CURRENT	IU	INTEGRAL TO UNIT
AF	ABOVE FINISHED FLOOR	JB	JUNCTION BOX
ARCH	ARCHITECT	KW	KILOWATT
AFG	ABOVE FINAL GRADE	LIG	LAY-IN GRID
AJH	AUTHORITY HAVING JURISDICTION	LIC	LOCATION
AR	AS REQUIRED	LTD	LIGHTING
AS	AMP SWITCH	MAG	MAGNETIC STARTER
ATS	AUTOMATIC TRANSFER SWITCH	MAN	MANUAL STARTER
BR	BREAKER	MC	MECHANICAL CONTRACTOR
BFG	BELOW FINAL GRADE	MLO	MAIN LUGS ONLY
C	MOUNTED 6" ABOVE COUNTER	MSB	MAIN SWITCHBOARD
CAB	CABINET	MTD	MOUNTED
CB	CIRCUIT BREAKER	MTS	MANUAL TRANSFER SWITCH
CD	CANDELA	NU	NEAR UNIT
CKT	CIRCUIT	NIC	NOT IN CONTRACT
CLG	CEILING	NLT	NIGHT LIGHT
CNC	CONCRETE	O	OTHERS
CP	CONTROL PANEL	OC	ON CENTER
D	COMBINATION STARTER/OSC. SWITCH	ORS	OVER RIDE SWITCH
DIS	DISCONNECT SWITCH	OU	ON UNIT
DLS	DISCONNECT SWITCH	P	POLE
DL	DUAL LEVEL SWITCH	PC	PROTOCELL
DN	DOWN	PEND	PENDANT
DNLT	DOWN LIGHT	PLBG	PLUMBING CONTRACTOR
EWC	ELECTRIC WATER COOLER	PNL	PANEL
E.C.	ELECTRICAL CONTRACTOR	PB	PUSHBUTTON
ELEV	ELEVATION	R	RECEPTACLE
EMT	ELECTRICAL METALLIC TUBING	RAI	REMAIN AS IS
EP	EXPLOSION PROOF	REC	RECESSED
ER	EXISTING TO BE REMOVED	SS	SWITCH STATION
EXP	EXPOSED	SURF	SURFACE
EXR	EXISTING IN NEW LOCATION	SUSP	SUSPENDED
EX	EXISTING TO REMAIN	SW	SWITCH
EXT	EXISTING TO BE RELOCATED	TCC	TIME CLOCK
F	FURNISHED	TC	TEMPERATURE CONTROL
FBO	FURNISHED BY OTHER	TR	CONTRACTOR
FIXT	FIXTURE	TYP	TYPICAL
FLUOR	FLUORESCENT	UM	UNIT MANUFACTURER
G.C.	GENERAL CONTRACTOR	VER	VERIFY
GFI	GROUND FAULT INTERRUPTING	VFD	VARIABLE FREQUENCY DRIVE
GRC	GALVANIZED RIGID CONDUIT	W	WIRED
GIP	GIPSUM BOARD	WP	WEATHERPROOF
HOA	HAND-OFF/AUTO SELECTOR SWITCH	XFM	TRANSFORMER
HP	HORSEPOWER		
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING CONTRACTOR		
HV	HEAVY WALL		

SECTION 26 00 00
ELECTRICAL WORK

1. GENERAL
- 1A. The Contractor shall provide all labor and materials to affect a complete electrical installation in accordance with the plans and specifications.
- 1B. All work shall be in accordance with local, state, International Building, and National Electrical Codes.
- 1C. All equipment shall be new and UL listed for the intended purpose.
- 1D. The Contractor shall apply for all permits and pay all fees.
- 1E. The electrical contractor shall submit a Bill of Material and shop drawings upon request of the A/E.
- 1F. The Contractor shall conduct final tests to demonstrate compliance with plans and specifications. Owner shall be present for demonstration of all special systems.
- 1G. All work shall be guaranteed for one year after date of final acceptance.
- 1H. All electrical equipment shall be indexed. Provide nameplates describing panel name, usage, voltage, phase, # of wires, and equipment. Update existing and new panel directories (typical, not free hand) where affected by work.
- 1I. Cutting, Patching and Refinishing: The Contractor shall provide all openings in new and existing construction except where noted on the plans. The Contractor shall caulk and seal all penetrations and do all patching and refinishing of existing surfaces.
- 1.J. Definitions
- 1.J.A. A/E: Architect and/or Engineer
- 1.J.B. Provide: Furnished, installed, wired and connected by the Contractor.
- 1.J.C. Contractor: The person or group responsible for project construction.
- 1.K. Demolition, Renovation and Disposition of Existing Equipment
- 1.K.A. All work required in the existing building shall be done in a manner and time acceptable to the Owner and shall be acceptable as to time and duration.
- 1.K.B. Existing electrical equipment not otherwise noted, or in conflict with construction, shall be removed and/or relocated as indicated on the drawings, as directed or required. Remove all electrical equipment released from service as a result of construction, and no equipment removed shall be reused except as specifically directed on the drawing or elsewhere herein. All electrical equipment, apparatus and hardware removed and not reused, and not retained by the Owner, shall become the property of the contractor and shall be removed from the site.
- 1.K.C. Any existing circuits or equipment not shown on the drawings and which are logically expected to be continued in service, and which may be interrupted or disturbed during construction, shall be reconnected in an approved manner. In addition, any existing circuit or equipment which may require relocation or rerouting as a result of construction shall be considered a part of the work of this branch and shall be done by the Contractor with no additional compensation.
- 1.K.D. The Contractor shall be responsible for the necessary work in the affected areas including the removal of lighting fixtures, lamps, wiring devices, wiring and electrical equipment. In addition, and preceding demolition work, de-energize all circuits in the affected areas where wiring is routed through these areas serving areas of the building remaining in service, provide temporary and/or permanent wiring as required. Also, where necessary to maintain service in other areas, provide necessary and required sources of power and temporary work.
- 1.L. Shop Drawings and Maintenance Manuals:
- 1.L.A. All shop drawings when submitted shall bear the contractor's name, date and approval. Shop drawings will not be reviewed by the A/E if this requirement is not met.
- 1.L.B. Shop drawings shall be submitted electronically in pdf format with an index sheet describing contents therein.
- 1.M. Warranty:
- 1.M.A. The Contractor, in full knowledge of requirements of the contract documents relative to electrical work, guarantees that the electrical installation has been done in full accord with the same. Additionally, the Contractor shall warrant and maintain, remedy and/or replace at his expense any work or materials which may become defective within one year from date of substantial completion, provided such defects are not due to "Acts of God" or abuse/misuse by agents of the owner.
2. RACEWAY
- 2A. Raceway shall be concealed wherever possible.
- 2B. Use rigid steel or intermediate metal conduit, or EMT 1/2" minimum for all conduit above grade or concrete. Use flexible metal conduit, liquid tight and flexible where required.
- 2C. Conduit installed in concrete or underground shall be heavy wall schedule 40 PVC. Install no conduit larger than 3/4" in floor slab.
- 2D. Seal conduits that run through different temperature or atmospheric conditions to prevent condensation or moisture from entering electrical equipment and devices.
- 2E. Install wall entrance seal where conduits or direct burial conduits pass through foundation walls below grade.
- 2F. Couplings, connectors and fittings shall be standard devices to properly attach conduit to outlet boxes, panel enclosures, all steel, rain tight, and concrete type, specifically designed for the application and bearing the UL label.
- 2G. Outlet boxes shall be 4" square minimum, 2-1/2" deep unless noted otherwise
- 2.H. Exterior underground conduit shall be heavy wall Schedule 40 PVC.
- 2.H.A. Underground conduit runs which enter or exit the building envelope shall utilize rigid conduit from the point of penetration of the building envelope and the next 5' portion of the run in direct contact with the earth. Exterior underground conduit shall be buried at a depth of not less than 30" in below grade. Provide conduits or ducts terminating below grade with means to prevent entry of dirt or moisture. Underground conduits shall slope 1/8" per foot for proper drainage. Conduits shall drain toward manholes and junction boxes, not the electrical equipment.
3. CONDUCTOR
- 3A. All conductors shall be stranded copper with Types THW, THHN or THW (No. 12 and larger) 600 volt insulation.
4. TRANSIENT VOLTAGE SURGE SUPPRESSION
- 4A. The unit shall be rated for service entrance Category C location per ANSI/IEEE C62.41-1991 and for 150,000 amperes per phase. Phase should be measured between (L-N & L-G). The TVSS shall provide protection modes to L-N, L-G, L-L, N-G. The unit shall have indicator status lights for the TVSS device, verifying proper operation. The internal design of the unit shall incorporate sine wave tracking and have EMI/RFI filtering for high frequency purposes. Acceptable manufacturer's: Current Technology TQ series or Intermatic PS or SS series.
- 4B. The specified system shall be installed no further than twelve (12) inches in total wire lead length distance from the panel board it is protecting, and shall avoid any unnecessary bends. Insulated conductors shall be provided for all necessary power and ground connections. System shall be complete, including status indicator lights providing, with independent protection circuit status
- 4C. Manufacturer shall provide a product warranty for 5 YEARS from date of installation. Warranty shall cover unlimited replacement of system components during the warranty period.
5. WIRING DEVICES
- 5A. Verify color of all devices and faceplates with Architect. Adjustment in color shall be made in the field without additional compensation.
- 5.B. Local Switches:
- 5.B.A. Hubbell 1221, 1223, 1224 series with single pole, three-way and four-way, as required.
- 5.B.B. Override Switch: Hubbell 1559 momentary contact, three position, center off.
- 5.C. Receptacles:
- 5.C.A. In General: All receptacles shall be rated for the capacity and characteristics of the equipment served and shall be complete with one additional pole for grounding.
- 5.C.A.1. 15 Amp 125 Volt Duplex: Hubbell 5382.
- 5.C.A.2. 20 Amp 125 Volt Duplex: Hubbell 5382.
- 5.C.A.3. Ground Fault Interrupter: 15 Amp, with built-in ground fault interruption, 5 mA sensitivity, LED indicator light (ON when operable) and reset, UL 2083 compliant, Duplex, Leviton 8598.
- 5.C.A.4. TVSS 104-20 Amp 125 Volt Duplex with 1st and 2nd alarm: Hubbell 5365.
- 5.C.B. All connections to wiring devices must be made by the bonding screws only.
- 5.C.C. Mounting height:
- 5.C.C.1. Receptacles: 18" up
- 5.C.C.2. Switches: 48" up

- 5.C.C.3. Receptacles Above Counters: 6" up above counter
- 5.D. Furnish combination, multi-gang and special plates as required.
- 5.D.A. In general: PMS 54-line smooth thermoset plastic.
- 5.D.B. Unfinished areas: Sain Stainless Steel with plate screws of similar material. Series Type 302.
- 5.D.C. Weatherproof: On type indicated by symbol on the drawings with Hubbell GF3362, 20 amp 125 volt ground fault receptacle with white-in-use metal cover thermoset WP series.
6. WIRING DEVICES
- 6A. Verify color of all devices and faceplates with Architect. Adjustment in color shall be made in the field without additional compensation.
- 6.B. Local Switches:
- 6.B.A. Hubbell 1221, 1223, 1224 series with single pole, three-way and four-way, as required.
- 6.B.B. Override Switch: Hubbell 1559 momentary contact, three position, center off.
- 6.C. Furnish combination, multi-gang and special plates as required.
- 6.C.A. In general: PMS 54-line smooth thermoset plastic.
- 6.C.B. Unfinished areas: Sain Stainless Steel with plate screws of similar material. Series Type 302.
- 6.C.C. Weatherproof: On type indicated by symbol on the drawings with Hubbell GF3362, 20 amp 125 volt ground fault receptacle with white-in-use metal cover thermoset WP series.
7. MOTOR WIRING
- 7A. Applicable motors furnished under General Construction, Heating, Ventilating, Air Conditioning and Plumbing branches of the work. Motor starters and controllers shall be erected by the Contractor in an approved manner at locations established by contractor supplying the equipment. The Contractor shall extend motor circuit connections in each instance. All line voltage motor control wiring from starter to motor controllers and all incidental line voltage motor control wiring from starter to motor controllers and all incidental line voltage control wiring shall be done by the Contractor. Low voltage wiring (less than 120 volts) shall be by mechanical trade contractor. Provide IP rated motor disconnect switches as required by Code. Provide NEMA 1 enclosures in general. NEMA 3 enclosures wherever exposed to weather. The Contractor shall verify that all materials are provided for a complete electrical installation.
8. SPECIAL PURPOSE OUTLETS
- 8.A. Special Purpose outlet shall be located as required by equipment. The Contractor shall be responsible for verifying electrical characteristics of the actual equipment being furnished for the project prior to installation of outlets. The Contractor shall verify that all materials are provided for a complete electrical installation.
9. EXCAVATION
- 9.A. The contractor shall perform all excavation, and furnish and install all cable and make terminals as detailed on drawings.
- 9.B. Measurements: The contractor shall cut out this work and make all measurements required to fit his work to field conditions. He shall take all levels necessary and establish proper grade. The contractor shall verify all dimensions at the site and be responsible for their accuracy and coordination with all existing trees, shrubs, etc.
- 9.C. Excavation shall include all necessary clearing of the site, all grubbing and all wet, dry rock excavation and all incidental work such as sheet piling, shoring, plumbing and tiling, all transportation and handling.
- 9.D. The Contractor shall obtain final grades from the owner before proceeding with trench work.
- 9.E. Where the trench meets conduit either above or below the trench line, the trench shall be sloped at a grade of not more than two inches per foot to meet the conduit. Do not trench to meet the trench.
- 9.F. The material excavated from the trench may be stored or soil banked adjacent to the trench. During the period that trenches may be left open, the trench shall either be covered or barricaded with warning lights to the satisfaction of the engineer.
- 9.G. The trench shall be cleared of large stones, or large objects such as described under "Backfill". The trench bed shall be relatively clean, of debris and firm.
- 9.H. During excavation, the Contractor shall exercise care to avoid injuring to existing trees, utilities, connections, etc. The expense of repairing any damage and restoring same shall be borne by the Contractor.
- 9.I. All conduit shall drain to junction boxes. No pockets shall be permitted in conduit lines.
10. BACK FILL
- 10.A. The excavated material adjacent to the trench may be used as back fill except for hard chunks of earth broken concrete, bricks, stones, or other objects larger than 2" in diameter which might damage the duct system.
- 10.B. Additional back fill may be required to supplement excavated material in order to restore trench to meet pre-cut condition and allow for setting.
- 10.C. Back fill shall be firmly tamped and solidly packed. However, do not tamp on top of PVC conduit.
- 10.D. Inspect installation after 30 days with the Owner and perform such additional work as necessary and directed by Owner.
11. BIDDING PROCEDURES
- 11.A. Base Bid
- 11.A.A. Base Bid shall include all labor required and all materials and equipment as shown on the contract drawings and hereinafter specified.
- 11.A.B. Base Bid shall include any conditions or qualifying statements, shall be in strict accordance with specification requirements and shall be based upon the installation of materials and equipment as specified.
12. PANELBOARDS
- 12.A. General
- 12.A.A. UL listed short circuit rating: 65,000 RMS symmetrical amperes minimum or as indicated on panel schedule.
- 12.B. Bussing
- 12.B.A. Ratings per panel schedule
- 12.B.B. Plated copper construction
- 12.B.C. Bolt-on circuit breaker construction
- 12.C. Boxes:
- 12.C.A. Nema 1 enclosure where indicated on drawings
- 12.C.B. Minimum 20" wide
- 12.C.C. Minimum 5-8 1/4" deep.
- 12.D. Fronts:
- 12.D.A. Dead front safety type
- 12.D.B. Concealed adjustable trim dampers
- 12.D.C. Concealed hinges
- 12.D.D. Panel front shall be hinged door-in-door type.
- 12.E. Circuit Directory
- 12.E.A. Clear Plastic Cover
- 12.E.B. Typewritten Card
- 12.E.C. Provide steel frame holder on inside cover of door to hold directory. Cover directory with a sheet of clear plastic.
- 12.F. Install in accordance with manufacturer's written instructions.
- 12.G. Provide a nameplate on the outside face of the cover
- 12.H. Provide three 3/4" conduits stubbed into adjacent ceiling space for future circuits.
- 12.I. Adjustments and Cleaning: Adjust doors and operating mechanism. Tighten lugs and bus connections. Clean interior of panelboard. E.C. shall provide a temporary cover as necessary during construction.
- 12.J. Acceptable Manufacturer's: Square D, GE & Cutler Hammer

GENERAL RENOVATION/DEMOLITION NOTES:

1. ELECTRICAL DRAWINGS ARE BASED ON THE BEST INFORMATION AVAILABLE. FOR AREAS BEING REMODELED, WORK SHOWN REFLECTS INFORMATION SHOWN ON AS-BUILT PLANS AND FIELD OBSERVATION. IT IS NOT GUARANTEED 100% ACCURATE. THIS CONTRACTOR MUST FIELD VERIFY CONDITIONS AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA COSTS TO THE PROJECT TO PUT ACTUAL NEEDS.
2. THE CONTRACTOR SHALL REWIRE/REROUTE/RELOCATE, AS REQUIRED DUE TO CONSTRUCTION, ALL EXISTING CIRCUITS AND EQUIPMENT WHICH ARE TO CONTINUE IN OPERATION.
3. MAINTAIN THE INTEGRITY OF ALL SYSTEMS AFFECTED BY THE REMOVAL OR ADDITION OF ELECTRICAL DEVICES AND CONTROLS IN REMODELED AREAS.
4. ALL ELECTRICAL PANELS SHALL REMAIN IN PLACE AS IS, UNLESS INDICATED OTHERWISE. PANELS EXPOSED TO PUBLIC SHALL BE PROVIDED WITH A LOCKABLE COVER. TURN KEYS OVER TO OWNER. PROVIDE GROUND TERMINATE BUS IN A FUSION JUNCTION BOX ABOVE PANEL BOARD TO ACCOMMODATE ISOLATED GROUNDING TYPE RECEPTACLES.
5. PROVIDE COMPLETE UPDATED DIRECTIONS FOR ALL PANELS AND SWITCHBOARD AFFECTED BY CONSTRUCTION. BREAKERS RELIEVED FROM DUTY AND NOT BEING USED SHALL BE SWITCHED OFF AND LABELED "SPARE".
6. CIRCUITS INDICATED ARE INTENDED TO DENOTE WHICH DEVICES/FIXTURES ARE TO BE WIRED TO A COMMON CIRCUIT BREAKER, AND NOT ITS POSITION IN THE PANEL. UTILIZE RELIEVED SPARE CIRCUIT BREAKER MOUNTING SPACES; PROVIDE CIRCUIT BREAKERS AS REQUIRED. RESERVE LOADS BETWEEN PHASES (MAX. 75% UPON COMPLETION OF WIRING).
7. ALL EXISTING DEVICES WHICH ARE TO REMAIN AND ARE LOCATED ON NEW FURRED OUT WALLS SHALL BE PROVIDED WITH APPROPRIATE EXTENSION RINGS. REFER TO ARCHITECTURAL DRAWINGS FOR SPECIFIC WALLS.
8. ALL EXISTING DEVICES WHICH ARE NOT SHOWN ON THESE DRAWINGS OR DIRECTED BY A/E SHALL REMAIN IN PLACE AS IS.
9. EXISTING RECEPTACLES WHICH WOULD BE RENDERED INACCESSIBLE, DUE TO THE PLACEMENT OF NEW CASEWORK, SHALL BE RELOCATED TO THE KICK PLATE OF THE CASEWORK, OR OTHERWISE RELOCATED SUCH THAT RECEPTACLES ARE ACCESSIBLE.
10. ALL NEW DEVICES AND COVER PLATES SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY A/E. COVER PLATES IN KITCHEN AREAS SHALL BE STAINLESS STEEL.
11. ALL REMOVED DEVICES AND NOT REPLACED IN ANY WAY EXPOSING AN EMPTY BACK BOX, THE CONTRACTOR SHALL PROVIDE A STAINLESS STEEL COVER PLATE.
12. ELECTRICAL RACEWAYS AND BOXES SHALL BE CONCEALED IN CEILING CAVITY OR IN WALLS WHERE POSSIBLE. OTHERWISE RACEWAY SHALL BE EXPOSED WIREMOLD TYPE 200, 300 OR 700 AS NECESSARY TO ACCOMMODATE WIRES.
13. ELECTRICAL RACEWAYS AND BOXES SHALL BE CONCEALED IN CEILING CAVITY OR IN WALLS. EXPOSED RACEWAYS ARE NOT ACCEPTABLE UNLESS SPECIFICALLY INDICATED AND/OR APPROVED BY A/E.
14. EXACT LOCATION OF SPECIAL PURPOSE OUTLETS SHALL BE VERIFIED IN FIELD. VERIFY SPECIFIC WIRING REQUIREMENTS WITH VENDORS DRAWINGS/INSTRUCTION, COORDINATING ELECTRICAL WORK WITH WORK OF VENDOR AND OTHER TRADES.
15. INCLUDE FISH WIRE IN ALL NON-POWER CONDUITS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISCONNECTING POWER AND REMOVING THE EXISTING FIXTURES FOR REUSE. ANY FIXTURES, ELECTRICAL DEVICES, NOT INDICATED TO BE REUSED SHALL BE PROPERLY DISPOSED OF AND/OR IN ACCORDANCE WITH THE SPECIFICATIONS.
17. IN ALL LOCATIONS WHERE RE-USE OR EXTENDING OF AN EXISTING CIRCUIT IS INDICATED ON THE PLANS, THE CONTRACTOR SHALL VERIFY THAT THE EXISTING CIRCUIT HAS ENOUGH CAPACITY TO HANDLE THE ADDITIONAL LOAD. IF REQUIRED CAPACITY DOES NOT EXIST, THE CONTRACTOR SHALL EXTEND A NEW CIRCUIT TO FEED THE NEW EQUIPMENT. NO MORE THAN 6 DUPLEX RECEPTACLES SHALL BE ON ONE CIRCUIT.
18. FIRE AND/OR SMOKE RATINGS OF WALLS, FLOORS AND CEILINGS SHALL BE MAINTAINED. IF THE INTEGRITY IS SACRIFICED THEN THE BARRIER SHALL BE REPAIRED TO ITS ORIGINAL RATING. ALL PENETRATIONS SHALL BE PROPERLY SEALED.
19. THE CONTRACTOR SHALL NOTE THAT THE EXISTING BUILDING WILL REMAIN IN SERVICE DURING CONSTRUCTION. AREAS OF THE BUILDING WILL BE VACATED AS REQUIRED TO FACILITATE CONSTRUCTION. PROCEED WITH THE COMPLETION OF THE WORK IN SUCH A MANNER AS TO CAUSE THE LEAST POSSIBLE INTERFERENCE WITH OWNER'S OPERATION. ALL WORK SHALL BE DONE IN A MANNER AND TIME ACCEPTABLE TO OWNER. OUTAGES AND OTHER WORK RENDERING EXISTING EQUIPMENT INOPERATIVE SUCH AS BUT NOT LIMITED TO THE FIRE ALARM SYSTEM SHALL BE HELD TO A MINIMUM. PRIOR ARRANGEMENTS FOR EACH SHALL BE MADE WITH OWNER AND SHALL BE ACCEPTABLE AS TO TIME AND DURATION. ALL SHUTDOWNS SHALL BE COORDINATED WITH OWNER 2 WEEKS IN ADVANCE. ALL EXISTING SYSTEMS BEING MODIFIED SHALL BE OPERABLE WHEN CONTRACTOR MODIFYING THE SYSTEM IS NOT ON-SITE.
20. THE CONTRACTOR SHALL DO THE NECESSARY DEMOLITION WORK IN THE AFFECTED AREAS INCLUDING THE REMOVAL OF LIGHTING FIXTURES, LAMPS, WIRING, ACCESSIBLE CONDUIT, AND ELECTRICAL EQUIPMENT. IN ADDITION, PRECEDING DEMOLITION WORK, HE SHALL DE-ENERGIZE ALL CIRCUITS IN THE AFFECTED AREAS AND WHERE WIRING IS ROUTED THROUGH THESE AREAS SERVING AREAS OF THE BUILDING REMAINING IN SERVICE. PROVIDE TEMPORARY AND/OR PERMANENT WIRING AS REQUIRED. ALSO, WHERE NECESSARY TO MAINTAIN SERVICE IN OTHER AREAS, PROVIDE NECESSARY AND REQUIRED SOURCES OF POWER AND TEMPORARY WIRING. REMOVE ALL CONDUIT AND WIRING OF EQUIPMENT BEING REMOVED AND/OR ABANDONED BACK TO SOURCE. REMOVE ALL LOW-VOLTAGE CABLES NOT BEING REUSED.
21. VERIFY LOCATION OF MARKER BOARDS, TACK BOARDS, ARTWORK, SIGNS AND ANY OTHER WALL MOUNTED ITEMS PRIOR TO ROUGH-IN OF FIRE ALARM DEVICES AND ANY OTHER WALL MOUNTED DEVICE. DO NOT ROUGH-IN BEHIND BOARDS.
22. SEE DEMOLITION DRAWINGS OF OTHER TRADES. THIS CONTRACTOR IS RESPONSIBLE FOR DISCONNECTION, REMOVAL AND RE-ROUTING OF EXISTING ELECTRICAL WORK.
41. JUNCTION BOXES INSTALLED IN EXTERIOR WALLS SHALL NOT PENETRATE THE VAPOR BARRIER. IF THE INTEGRITY IS SACRIFICED THEN THE BARRIER SHALL BE REPAIRED TO ITS ORIGINAL RATING.
42. ANY EXISTING CODE VIOLATIONS CONCEALED DURING PRE-BID WALK THROUGH SHALL BE BROUGHT TO A/E'S ATTENTION FOR EVALUATION. ANY EXISTING CODE VIOLATIONS EXPOSED TO VIEW SHALL BE THE RESPONSIBILITY OF THE E.C. TO CORRECT AT NO ADDITIONAL CHARGE TO OWNER.
43. PLASTIC TIE WRAPS SHALL NOT BE USED TO SUPPORT ANY RACEWAYS OR OPEN AIR WIRING.
44. FIRE ALARM DEVICES MAY BE SHOWN OFF CENTERED SO THAT ROOM NAMES AND NUMBERS ARE VISIBLE. CONTRACTOR SHALL CENTER THESE DEVICES IN THE ROOMS ACCORDINGLY.
45. ALL NEW CIRCUIT BREAKERS BEING INSTALLED IN EXISTING PANELS SHALL MATCH EXISTING BREAKERS INCLUDING AMP RATINGS.

SYMBOLS LIST NOTE:

ANY SYMBOLS UTILIZED ON THE FLOOR PLANS NOT OTHERWISE ON THE SYMBOLS LIST SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEERS PRIOR TO BIDDING FOR CLARIFICATION.

POWER & DIAGRAMS

- DUPLEX RECEPTACLE - MOUNTED 18" AFF.
- DUPLEX RECEPTACLE - GROUND FAULT CIRCUIT INTERRUPTER TYPE.
- DUPLEX RECEPTACLE - WEATHER PROOF, GFI WEATHER RESISTANT WITH METAL WHILE-IN-USE COVER AS SPECIFIED
- QUADRUPLUX RECEPTACLE - TWO DUPLEX RECEPTACLES UNDER A COMMON COVER PLATE.
- SPECIAL PURPOSE OUTLET - SEE SCHEDULE.
- MOTOR - SEE SCHEDULE. SEE MECHANICAL ELECTRICAL SHEETS FOR ELECTRICAL INFORMATION OF HVAC EQUIPMENT INDICATED ON DRAWINGS.
- DISCONNECT SWITCH.
- DISCONNECT SWITCH - FUSIBLE.
- METER.
- GENERATOR.
- AUTOMATIC TRANSFER SWITCH
- ELECTRICAL DISTRIBUTION PANEL - EXISTING PANEL
- ELECTRICAL DISTRIBUTION PANEL - NEW PANEL
- SURGE PROTECTION DEVICE
- TRANSFORMER
- GROUND
- TRANSFORMER

CIRCUIT DESIGNATIONS

- BRANCH CIRCUIT - COMMON CONTROL, INCLUDES GREEN GROUND WIRE, NEUTRAL AND PHASE WIRES.
- BRANCH CIRCUIT - SEPARATE CONTROL, INCLUDES GREEN GROUND WIRE, NEUTRAL AND PHASE WIRES.

MISCELLANEOUS SYMBOLS

- INDICATES DETAIL NUMBER
- SEE DETAIL
- INDICATES SHEET NUMBER
- INDICATES NOTE NUMBER
- SEE NOTE

SHEET INDEX

EL	ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES AND SPECS
ESD100	ELECTRICAL DEMO SITE PLAN
ES100	ELECTRICAL SITE PLAN
E100	ELECTRICAL DETAILS
E101	ELECTRICAL DETAILS
E200	ELECTRICAL ONE-LINE DIAGRAM AND PANEL SCHEDULE

DRAWING TITLE: **EL**

ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES AND SPECS

Date: 03/14/25

Scale: NTS

Drawn: D.A.

Job: 3240225

SHEET:

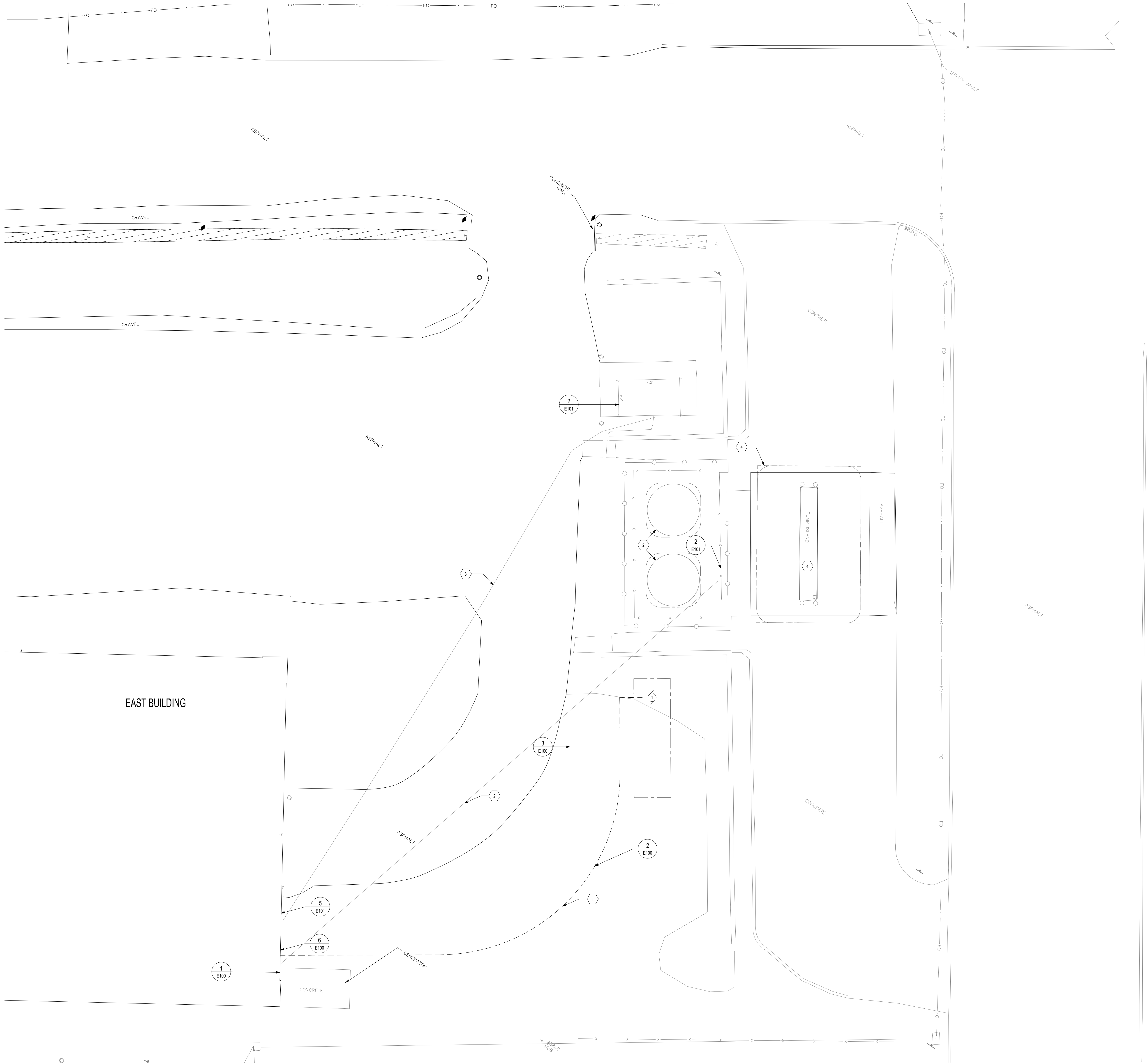
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Project:

Site Improvements & Reconstruction For:
City of New Berlin DPW Fueling Station
18550 W National Ave
New Berlin, WI 53151

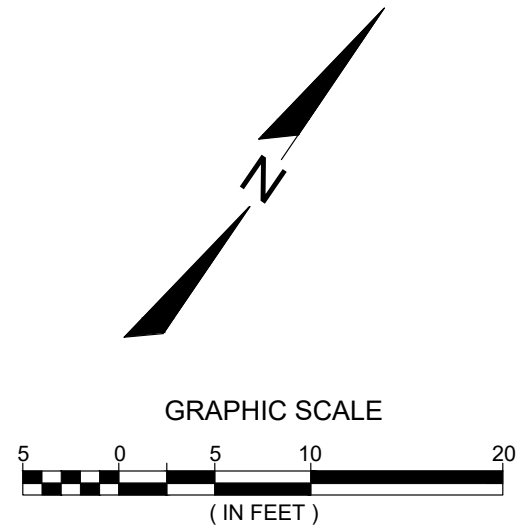
PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610



1 ELECTRICAL DEMO SITE PLAN
1" = 10'

- GENERAL NOTES:**
- ELECTRICAL CONTRACTOR TO COORDINATE CONDUIT, RACEWAYS, PULL BOXES AND OTHER ELECTRICAL EQUIPMENT WITH FUEL SYSTEMS CONTRACTOR FOR CORRECT SIZING AND MATERIALS.
- SHEET NOTES:**
- DEMO EXISTING CONDUIT AND WIRING FROM TEMPORARY FUEL STORAGE TANK BACK TO EXISTING BUILDING.
 - EXISTING 10,000 GALLON FUEL STORAGE TANKS AND ASSOCIATED WIRING TO BE DEMOLISHED AND REMOVED.
 - EXISTING UNDERGROUND CONDUIT TO DEF BUILDING TO REMAIN.
 - EXISTING FUEL DISPENSERS AND ISLANDS ALONG WITH ANY ASSOCIATED WIRING TO BE DEMOLISHED AND REMOVED. ALL PUMPS, UNDERGROUND PIPING, AND WIRING FROM TANKS, CONTROLLER, AND DISPENSERS TO BE REMOVED.
 - ABOVE GROUND EXISTING CONDUITS TO FUELING SYSTEM TO BE REMOVED. UNDERGROUND CONDUITS CAN BE ABANDONED IN PLACE.

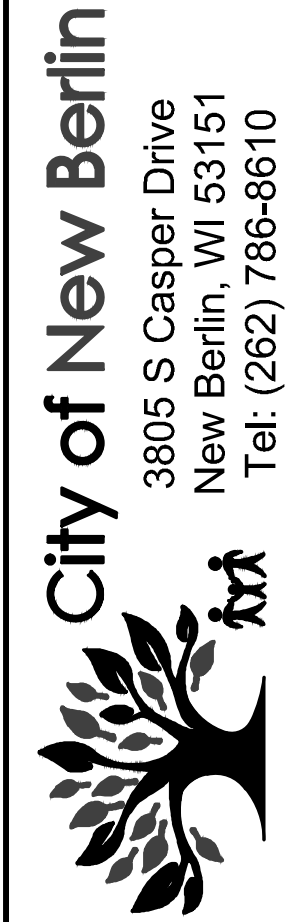


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255 N 21st Street, Milwaukee, WI 53233 | 414-475-5554
HEC Project No: 025-1014.00

FULL SIZE PRINT - 30" x 42" SHEET

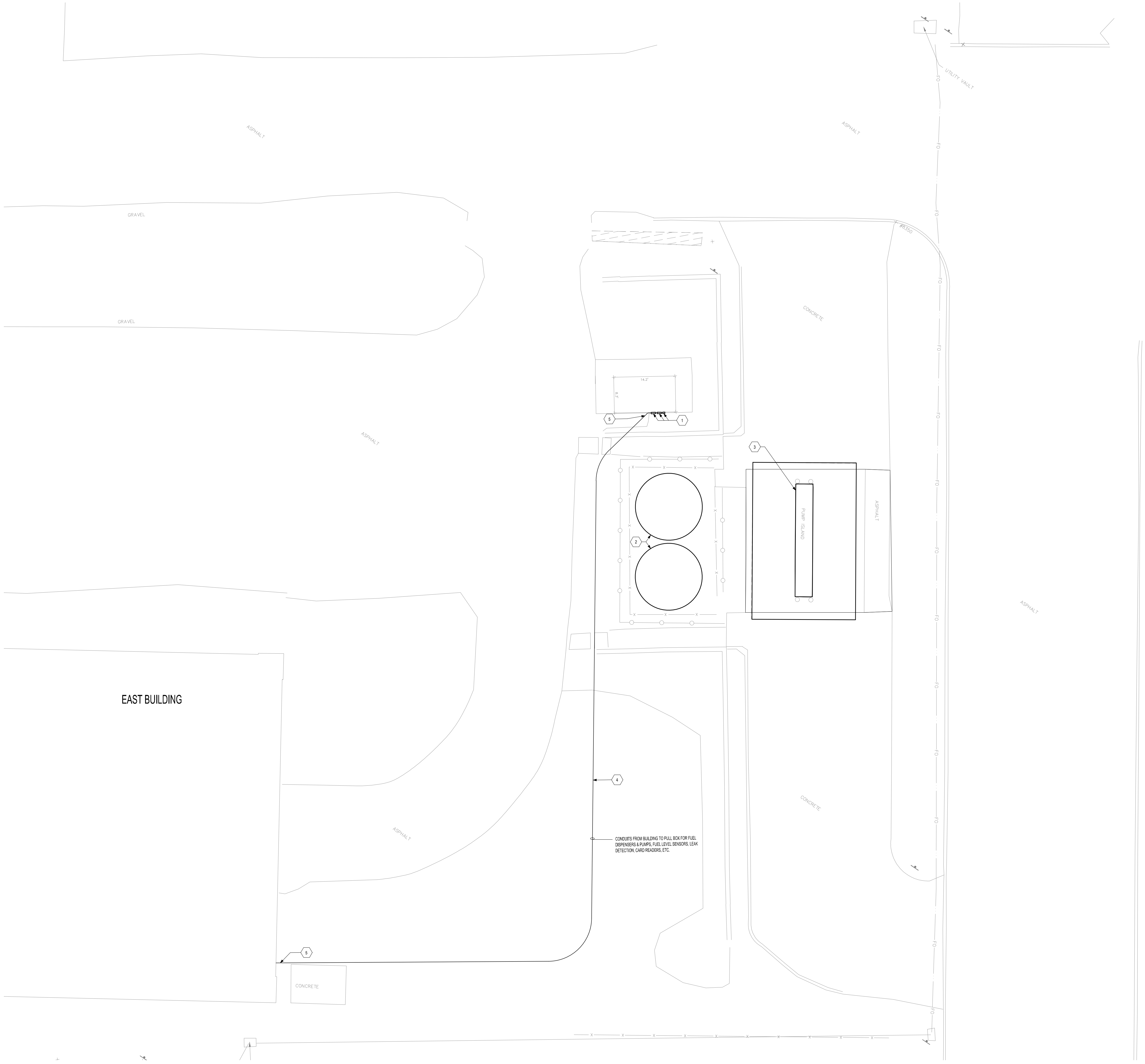
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DRAWING TITLE: ELECTRICAL DEMO SITE PLAN
Date: 03/14/25
SCALE: 1" = 10'
Drawn: D.A.
Job: 3240225
SHEET: ESD100



Site Improvements & Reconstruction For:
City of New Berlin DPW Fueling Station
18550 W National Ave
New Berlin, WI 53151

REV. #	REV. DATE	DESCRIPTION	REV. BY



1 ELECTRICAL SITE PLAN
1" = 10'

- GENERAL NOTES:
- ELECTRICAL CONTRACTOR TO COORDINATE CONDUIT, RACEWAYS, PULL BOXES AND OTHER ELECTRICAL EQUIPMENT WITH FUEL SYSTEMS CONTRACTOR FOR CORRECT SIZING AND MATERIALS.
 - ROUTE ALL UNDERGROUND CONDUITS TO AVOID STRUCTURAL FOOTINGS WHERE APPLICABLE.
 - DATA/COMMUNICATIONS CABLEING BACK TO EAST BUILDING IS PROVIDED AND INSTALLED BY SELECTED FUEL SYSTEMS VENDOR.
 - SELECTED FUEL SYSTEM VENDOR IS RESPONSIBLE FOR ALL POWER AND CONTROLS WIRING, EQUIPMENT AND TERMINATIONS AT THE PROPOSED FUEL ISLAND.
 - FOLLOW ARTICLE 514 OF NEC (MOTOR FUEL DISPENSING FACILITIES).
- SHEET NOTES:
- 3 NEW NEMA 4X PULL BOXES MOUNTED ON SIDE OF DEF BUILDING. FUEL SYSTEM CONTRACTOR TO EXTEND CONDUIT & WIRING TO ALL FUEL DISPENSING EQUIPMENT.
 - NEW 12,000 GALLON FUEL TANKS.
 - PROPOSED FUEL ISLAND AND SYSTEMS BY OTHERS. REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. COORDINATE REQUIREMENTS WITH SELECTED FUEL SYSTEM VENDOR PRIOR TO ROUGH-IN.
 - WHERE TYPE PVC CONDUIT IS USED FOR UNDERGROUND WIRING, THREADED RIGID METAL CONDUIT OR THREADED STEEL INTERMEDIATE METAL CONDUIT MUST BE USED FOR THE LAST 2 FEET OF THE UNDERGROUND RUN TO THE POINT OF EMERGENCE.
 - SEAL-OFF FITTING ARE REQUIRED IN ALL CONDUITS ENTERING OR LEAVING A DISPENSER, FUEL TANK OR OTHER CLASS I LOCATION. CONDUITS PASSING UNDER THE BOUNDARIES OF THE HAZARDOUS LOCATIONS (20 FT RADIUS FROM DISPENSER, 10 FT RADIUS FROM A GROUND TANK CONNECTION AND A 5 FT RADIUS FROM A TIGHT-FILL TANK CONNECTION) ARE CONSIDERED TO BE IN A CLASS I LOCATION, AND THE SEAL IS TO BE THE FIRST FITTING AT THE POINT OF EMERGENCE.

GRAPHIC SCALE
5 0 5 10 20
(IN FEET)

DATE: 03/14/25
SCALE: 1" = 10'
DRAWN: D.A.
JOB: 3240225
SHEET: ES100

HARWOOD
255 N 21st Street, Milwaukee, WI 53233 | 414-475-5554
HEC Project No: 025-1014.00

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REV. #	REV. DATE	DESCRIPTION	REV. BY

Project: City of New Berlin DPW Fueling Station
18550 W National Ave
New Berlin, WI 53151

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel: (414) 302-1780 Fax: (414) 302-1781

City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610

DRAWING TITLE: ELECTRICAL SITE PLAN
THIS BOX IS 1/2" X 1/2"

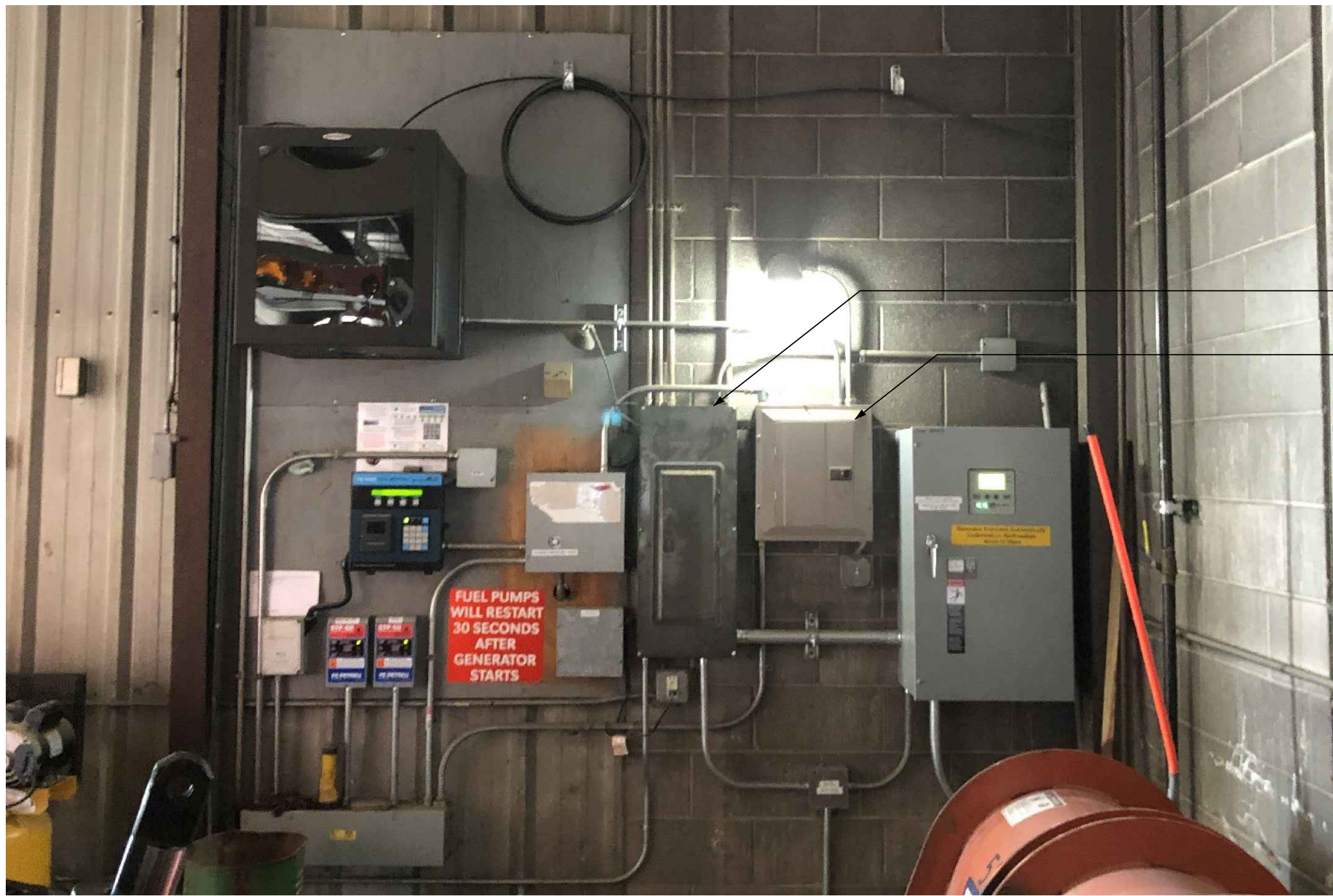


3 TEMPORARY FUEL TANK
NTS



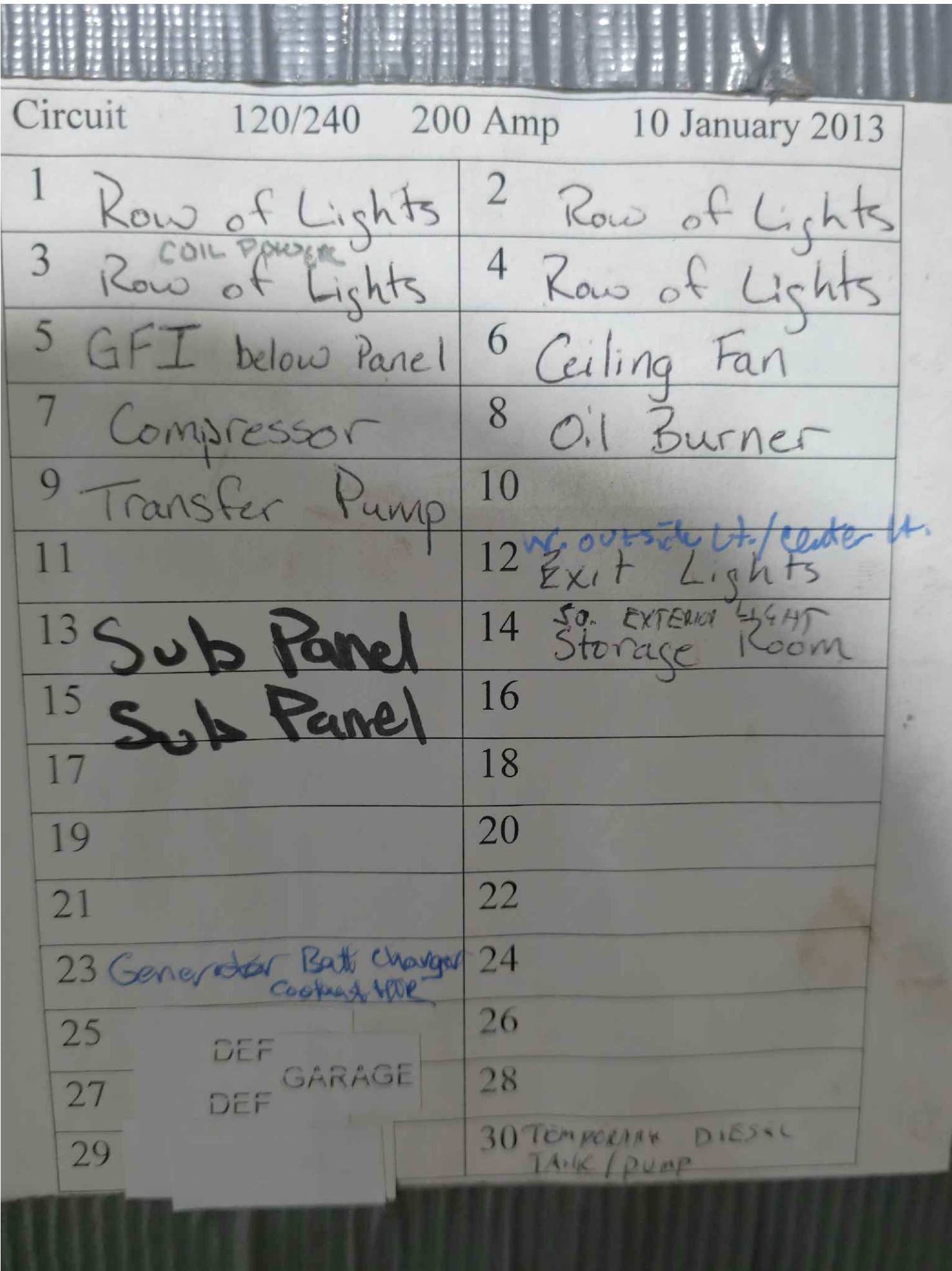
2 CONDUIT FOR TEMPORARY TANK
NTS

NOTES:
1. REMOVE TEMPORARY CONDUIT AND WIRING.

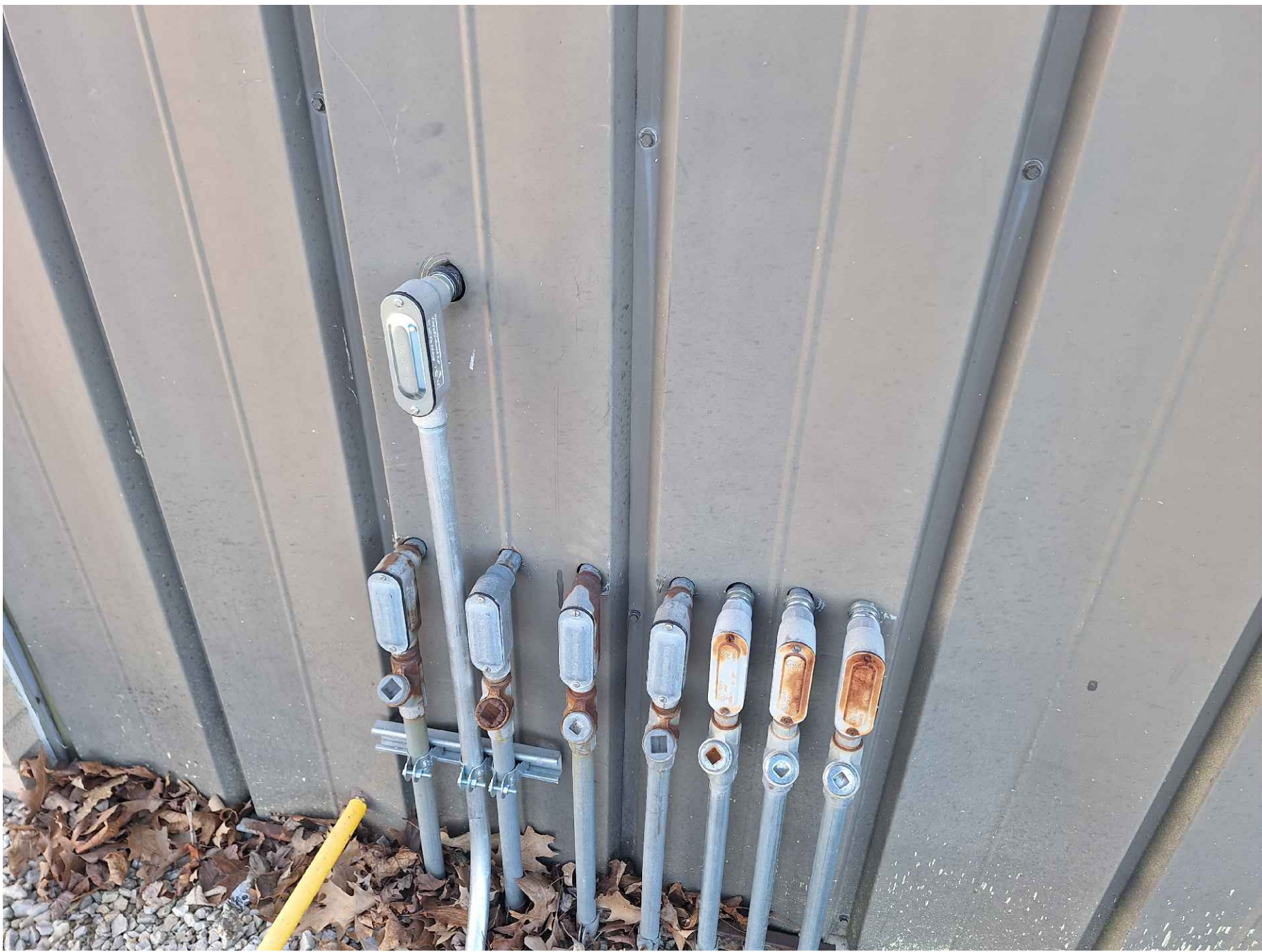


1 EXISTING ELECTRICAL PANELS AND CONTROLS
NTS

NOTES:
1. REMOVE ALL EXISTING FUEL DISPENSING EQUIPMENT.

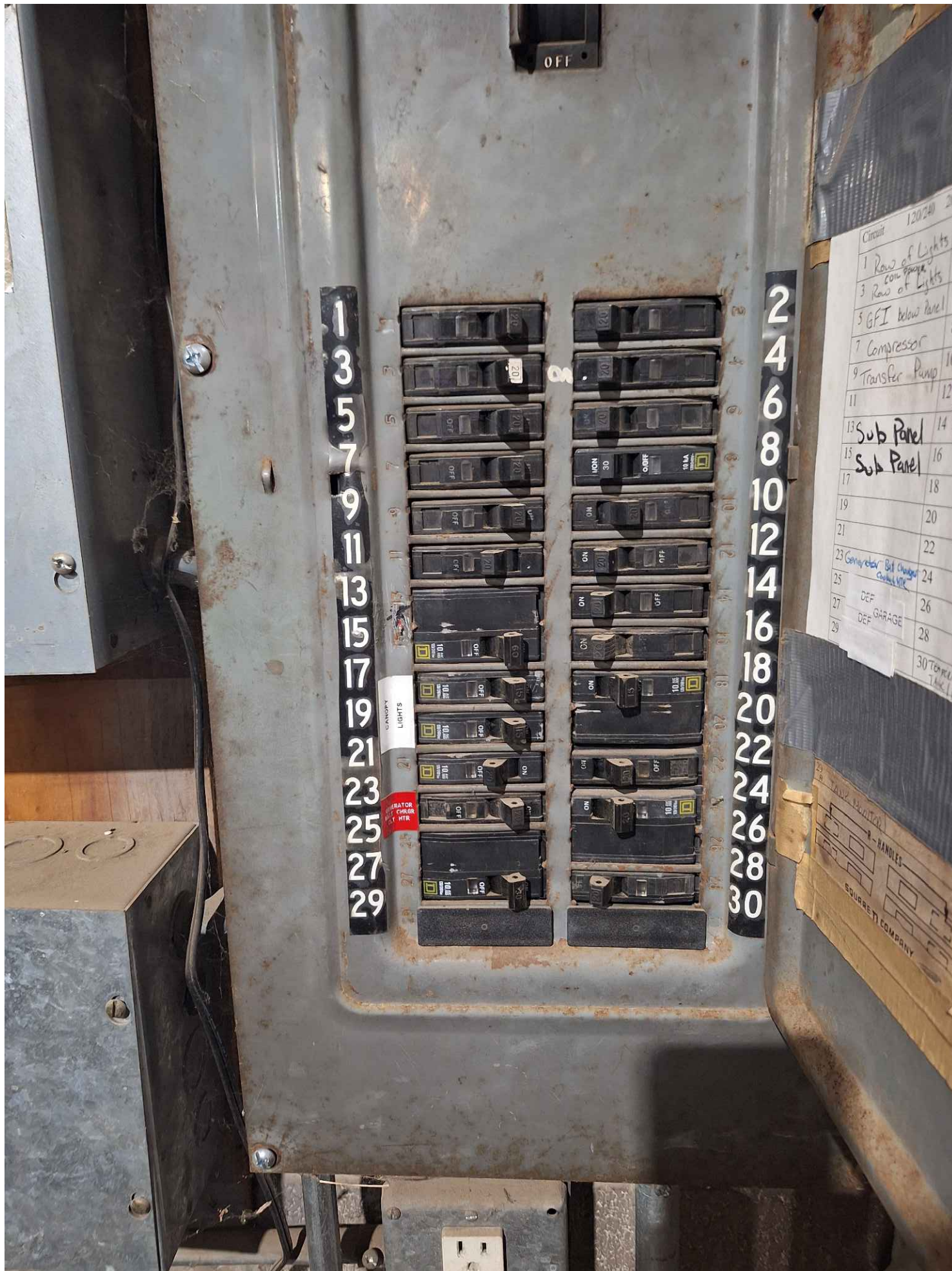


7 EXISTING MAIN BUILDING PANEL DIRECTORY
NTS



6 EXISTING CONDUIT INTO THE FUEL TANK EXISTING BUILDING
NTS

NOTES:
1. REMOVE CONDUITS ROUTED TO DEMOLISHED EQUIPMENT.



5 EXISTING MAIN BUILDING PANEL
NTS

NOTES:
1. REMOVE CIRCUITS ASSOCIATED WITH EXISTING FUEL DISPENSING EQUIPMENT.



4 EXISTING FUEL SYSTEM PANEL
NTS

NOTES:
1. REMOVE CIRCUITS ASSOCIATED WITH EXISTING FUEL DISPENSING EQUIPMENT.

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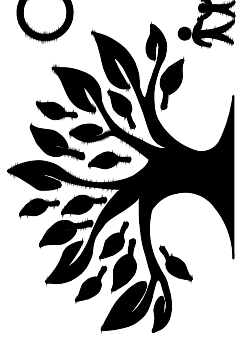
REV. DATE

DESCRIPTION

REV. BY

Project:

Site Improvements & Reconstruction For:
City of New Berlin DPW Fueling Station
16550 W National Ave
New Berlin, WI 53151



City of New Berlin

3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610

PERSPECTIVE DESIGN, INC.

11525 W North Avenue
Wauwatosa, WI 53226
Tel: (414) 302-1780 Fax: (414) 302-1781

DRAWING TITLE:

THIS BOX 18 1/2" x 12"

ELECTRICAL DETAILS

Date:

03/14/25

SCALE:

NTS

Drawn:

D.A.

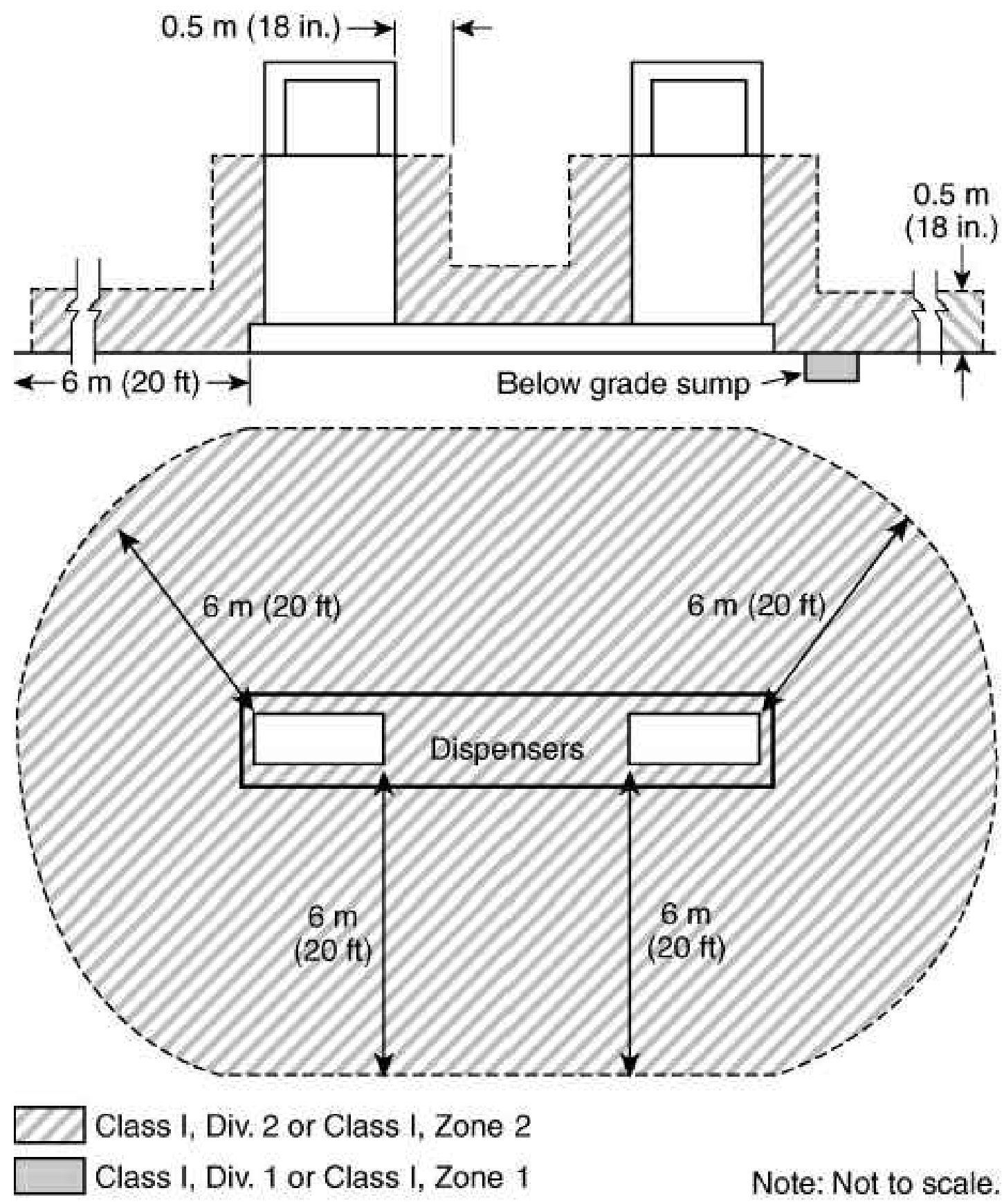
Job:

3240225

SHEET:

E100

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3 CLASSIFIED AREAS ADJACENT TO DISPENSERS.
NTS

NOTES:
1. FIGURE 514.3 NEC NFPA 2017.



2 EXISTING DIESEL EXHAUST FLUID SHED
NTS

NOTES:
1. MAINTAIN EXISTING CIRCUIT BREAKER TO THIS BUILDING.
2. NEMA 4X BOXES TO BE MOUNTED ON THE RIGHT (SOUTH) SIDE OF THIS BUILDING.



1 EXISTING TANK SIDE ELECTRICAL PANEL
NTS

NOTES:
1. REMOVE PULL BOX AND ASSOCIATED WIRE AND CABLING. REMOVE CONDUIT TO 24" BELOW GRADE.



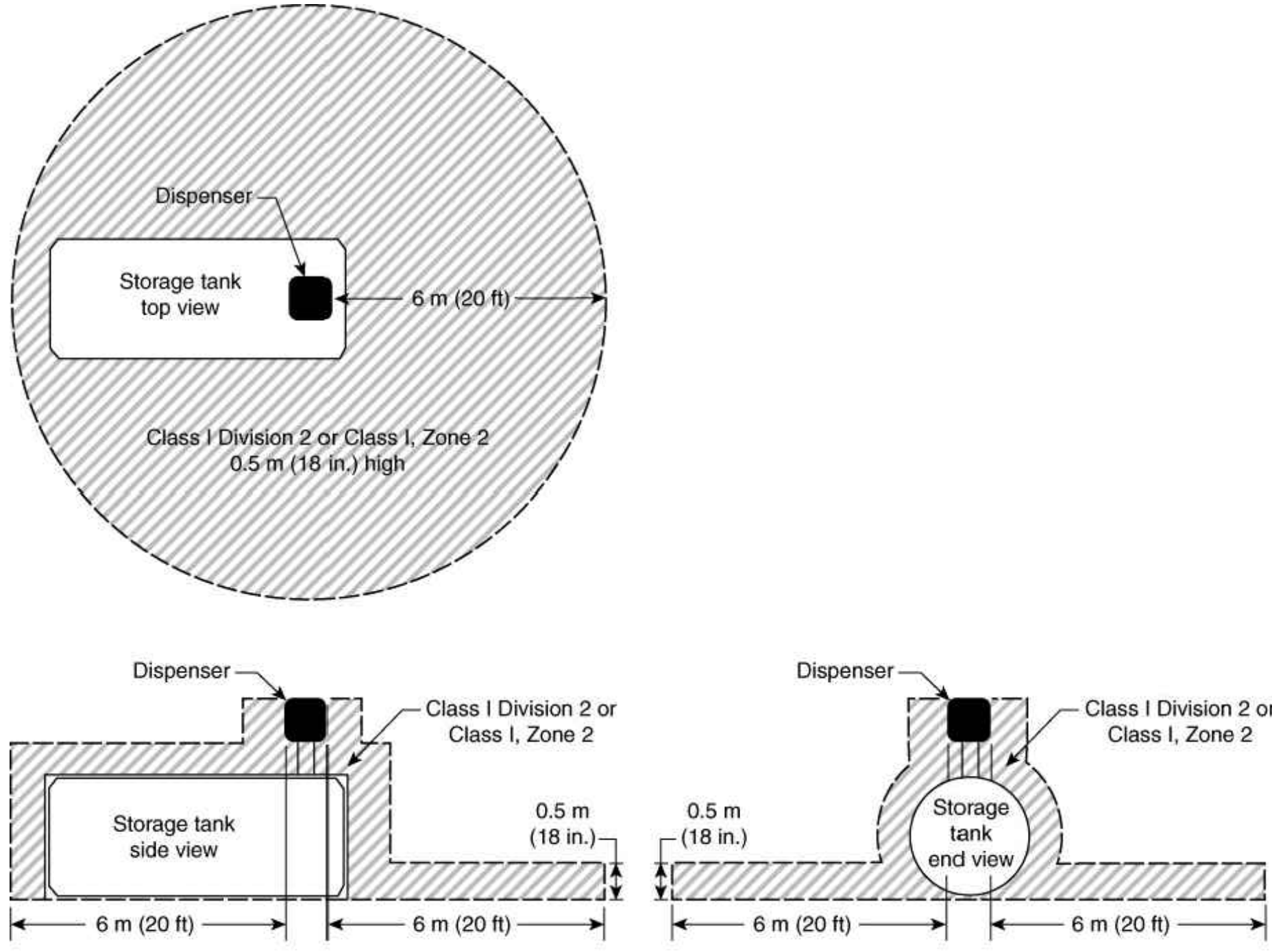
6 COMMUNICATIONS & CANOPY POWER
NTS

NOTES:
1. LOCATION FOR E-STOP.
2. LOCATION FOR INSTALLATION OF (3) NEMA 4X PULL BOXES. REFER TO DETAIL T (E101) FOR LOW VOLTAGE AND LIGHTING PULL BOXES AND DETAIL 1 (E200) FOR FUEL DISPENSING PULL BOX.



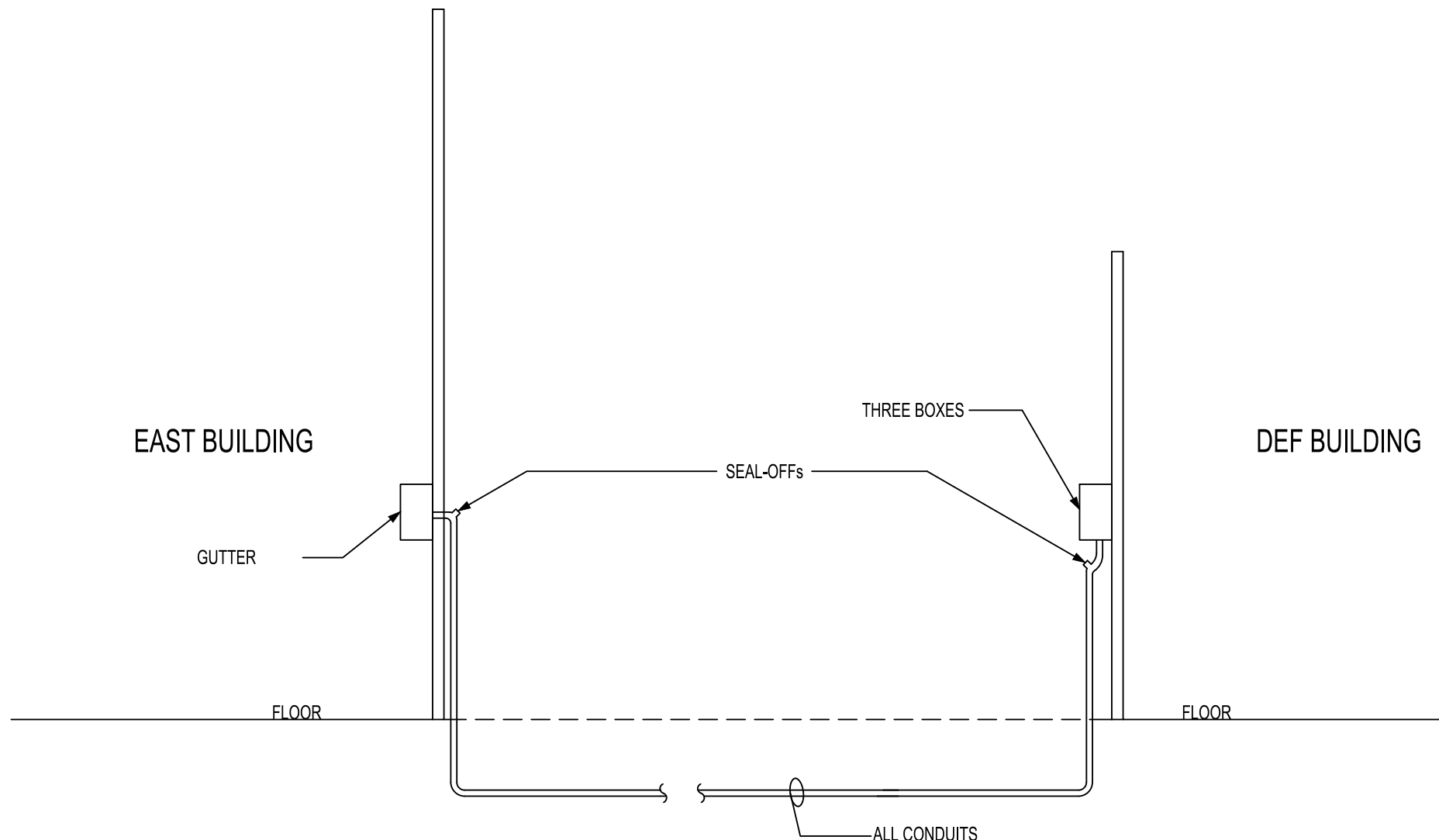
5 EXISTING DIESEL EXHAUST FLUID SHED
NTS

NOTES:
1. REMOVE PHOTOCELL AND ASSOCIATED WIRE AND CABLING. REMOVE CONDUIT TO PANEL AND PATCH WALL.



4 CLASSIFIED AREAS ADJACENT TO DISPENSER MOUNTED ON ABOVEGROUND STORAGE TANK.
NTS

NOTES:
1. FIGURE 514.3(B) NEC NFPA 2017.



7 COMMUNICATIONS & FUEL ISLAND POWER
NTS

REQUESTED ACTION STATEMENT

DATE: August 1, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler –Director of Public Works

ISSUE: DPW Fueling Station Reconstruction Project

REQUESTED:

Recommend to Common Council to award project BG-2025-02 DPW Fueling Station Reconstruction to the most responsive and responsible bidder, Walts Petroleum Service, Inc. in the amount of \$436,260.00, and to reject Alternate #1. The total project cost, including contingencies, is not to exceed \$500,000.00 from account 04056200 61215 C2025 and 04251300 61215 C2024.

FISCAL IMPACT:

Funding Source:

04056200 61215 C2025	Fuel Station Reconstruction	Remaining Balance:	\$461,267.00
04251300 61215 C2024	Fueling Station Reconstruction	Remaining Balance:	\$60,007.00
Total:			\$521,274.00

Project Costs:

Construction: \$436,260.00
Contingency (~15%): \$63,740.00

Total Cost: \$500,000.00

RATIONALE:

The Department recommend award of the DPW Fueling Reconstruction Project to the lowest, responsive, responsible bidder, Walt's Petroleum Service, Inc., including the base bid and Alternate 2. The Department recommends rejection of Alternate 1, which consists of replacement of the existing generator. The generator is currently functional, and with possible reconstruction of the DPW campus, replacing the generator at this time is unnecessary. Alternate 2 consists of furnishing a performance bond, which is bid as an alternate for informational purposes to identify the cost of the bond. A 15% contingency is included in the total project cost to account for the potential of possible soil remediation if contamination is found during construction. Currently the Department is

BG-2025-2 DPW Fueling Station
 Bid Results
 July 30, 2025 @ 10:00 AM

BIDDER	BID BOND	BASE BID	ALT #1	ALT #2	TOTAL	RANKING
Walt's Petroleum Service, Inc.	X	\$ 430,068.00	\$ 15,850.00	\$ 6,192.00	\$ 452,110.00	1
Interstate Pump & Tank	X	\$ 440,000.00	\$ 16,500.00	\$ 10,120.00	\$ 466,620.00	3
EnergiTech Services, LLC	X	\$ 435,000.00	\$ 16,100.00	\$ 4,350.00	\$ 455,450.00	2



REQUESTED ACTION STATEMENT

DATE: August 1, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler –Director of Public Works

ISSUE: Fire Station #7 Lateral Replacement Project

REQUESTED:

Recommend to Common Council to award project BG-2025-04 Fire Station #7 Lateral Replacement to the most responsive and responsible bidder, Veit & Company, Inc.. in the amount of \$158,549.00. The total project cost, including contingencies, is not to exceed \$175,000.00 from account 04251300 61313 C2024.

FISCAL IMPACT:

Funding Source:

04251300 61313 C2024	Fire Station #1 Lateral	Remaining Balance:	\$248,540.00
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Project Costs:

Construction: \$158,549.00
Contingency (~10%): \$16,451.00

Total Cost: \$175,000.00

RATIONALE:

The Department recommends award of the Fire Station #7 Lateral Replacement Project to the lowest, responsive, responsible bidder, Veit & Company, Inc. This project includes the replacement of the water lateral on Casper Drive to Fire Station #7. This lateral previously broke and was found to be in need of replacement. The project also includes relocation of the sprinkler lateral within the building, and the installation of an additional hydrant on Casper Drive to meet code requirements.

BG-2025-4 Fire Station #7 Lateral Replacement
Bid Results
July 30, 2025 @ 11:00 AM

BIDDER	BID BOND	BASE BID	TOTAL	RANKING
Veit & Company, Inc.	X	\$ 158,549.00	\$ 158,549.00	1
Mid City Corporation	X	\$ 198,000.00	\$ 198,000.00	2

PROJECT MANUAL

**City of New Berlin
Fire Station #7 Water Lateral
Replacement**

16260 West National Ave.
New Berlin, Wisconsin 53151

Harwood Engineering Consultants Ltd.
Owner Project No. BG-2025-4
HEC Project No. 19-1011.26
June 13, 2025

Project Name	City of New Berlin
HECL Project No.	Fire Station #7 Water Lateral Replacement
Owner Project No.	19-1011.26
	BG2025-4

INDEX Specification Sections

DIVISION 21 – Fire Suppression

- 21 05 00 Common Work Results for Fire Suppression
- 21 05 29 Hangers and Supports for Fire Suppression Piping and Equipment
- 21 10 00 Water Based Fire Suppression Systems

DIVISION 22 – Plumbing

- 22 05 00 Common Work Results for Plumbing
- 22 05 23 General Duty Valves for Plumbing Piping
- 22 05 29 Hangers and Supports for Plumbing Piping and Equipment
- 22 07 00 Plumbing Insulation
- 22 11 00 Facility Water Distribution

INVITATION TO BID

Project: **BG-2025-4**
City of New Berlin
Fire Station #7 Water Lateral Replacement.
New Berlin, WI 53151

1. Bids will be prepared in accordance with Contract Documents prepared by Harwood Engineering Consultants, Ltd. Phone 414-475-5554, 255 N. 21st St., Milwaukee, WI 53233.
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 11:00 a.m. CST/CDT on July 30, 2025. (Reference Bid Form, Item 2)
3. Bids will be publicly read at 11:00 a.m. on July 30, 2025 in the Council Chambers at New Berlin City Hall located at 3805 S. Casper Dr.
4. Oral, faxed or e-mailed Bids will be rejected.
5. All blanks on the Bid Form shall be filled in by typewriter print or manually in ink. If the filled areas are illegible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid Form or qualify the Bid in any manner.
6. Where so indicated on the Bid Form, the values shall be expressed in both words and figures. In the event of discrepancy between the words and figures, the amount written in words shall govern.
7. Bids will be submitted using the Bid Forms provided herein. Bid security shall be by a qualified surety in the form of a bid bond, in the amount of ten percent (10%) of Bid amount, /and shall be submitted with the Bid. Bidders shall agree to not withdraw the Bid for a period of ninety (90) days after due date of Bids.
8. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract prices, satisfactory Performance Bond, Labor and Material Payment Bond and Certificate of Insurance.
9. Bidding Documents will be available on July 9, 2025. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #9738190 - Bid/RFP Listing. Documents will be available for download. Documents will not be mailed. **It is the responsibility of prospective Bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All addenda must be acknowledged on the signature page in the area provided. Failure to do so may result in your response being rejected.**

10. Pre-Bid meeting and walkthrough on July 23, 2025 at 10:00 AM. Meeting location is at Fire Station #7 located at 16260 W. National Ave, New Berlin, WI 53151. **Please be on time as no accommodations will be made for late arrivals. NOTE: This will be the only opportunity for a walk through, therefore, be sure to bring all potential subcontractors. Vendors are also reminded to review all Bid Documents, etc. prior to arrival.**
12. The right to reject any or all Bids, either in whole or in part, or to waive any informalities or irregularities is reserved by City of New Berlin.

Published by Order of:
City of New Berlin
Buildings and Grounds
(262) 786-8610
3805 S Casper Dr
New Berlin, WI 53151

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL:

Carefully review Project Manual, including Bidding Requirements, General Requirements, Specifications, Alternates, and Amendments, all of which contain provisions applicable to all Bidders. Successful Bidder will be required to execute all Work belonging to their Contract which is stated in the Specifications, or reasonably implied as necessary to complete their Contract, including removal of existing work and preparing present work to receive new, if such be the requirements of actual job conditions.

Visit site to become acquainted with: Adjacent areas; means of approach to the site; present conditions of project site; and facilities for delivering, storing, placing and handling of materials and equipment. Compare Specifications with existing work in place, inspect demolition requirements and inform yourself of all conditions affecting execution of Work, including other new work, if any, being performed.

WORKSITE AVAILABILITY:

A specific window of opportunity exists for completion of the Work, therefore Work shall commence on the date noted in the Bid Form. Construction activities may take place between **7:00 AM and 7:00 PM Monday through Friday, 8:00 AM – 5:00 PM on Saturday and no work will be allowed on Sundays.**

DOCUMENTS:

Bidders shall be familiar with all Bidding Requirements and proposed Contract Documents. See General Conditions for definition of Contract Documents.

BID FORM:

Alterations of or amendments to Bid Form, attachments thereto, or inclusion of any correspondence, or other written or printed matter or details of any nature other than that specifically called for may disqualify Bid. No e-mailed alterations to the Bid will be accepted.

Only Bids which are made on regular Bid Form will be considered. No Bids for any arbitrary subdivision or sub classification of Work required by requested Bid(s) will be accepted.

Requirements of Signing: Include with each Bid full business address of Bidder. Bids by corporations shall be executed in the full legal name of the corporation, giving State of incorporation and be signed by an authorized officer or officers, who shall, in each case, type or print name and corporate title beneath the signature. Partnership Bids shall state the full name of all partners, e.g., “Smith and Jones, a partnership of John S. Smith and William B. Jones”. Such Bids must also be signed by an authorized partner or other representative, typing or printing the name and title of the signer beneath the signature. Individuals operating as a business shall sign Bids, typing or printing the individuals name followed by the words “Sole Proprietor” beneath the signature. When requested by Owner, furnish satisfactory evidence of agency or authority of any person signing on behalf of another.

Submission of Bids: Reference Bid Form, Section 2.

CONTRACT AND CONTRACT DOCUMENTS:

The Contract into which successful Bidder will be required to enter is based on City of New Berlin General Terms and Conditions of Service (as modified by Owner). Familiarize yourself with the provisions of this document.

ACCEPTANCE OF BID (AWARD):

It is the intent of the Owner to award a Contract or accept any Bid which will be in the best interests of the Owner, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner reserves the right to waive informalities or irregularities in a Bid received and to accept the Bid, which in the Owner's judgment, is in the Owner's best interests.

The Owner reserves the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsible Bidder on the basis of the Base Bid and Alternates accepted.

WITHDRAWAL OF BIDS:

Matters pertaining to the withdrawal of a Bid and to claims of error, omission or mistake in preparing or submitting a Bid shall be governed by Section 66.0901 of the Wisconsin Statutes.

All Bids shall be effective and open for acceptance for a period of ninety (90) days after date set for opening of Bids.

RESERVATION:

Owner reserves the right to: reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, reject a Bid which is in any way incomplete or irregular, waive any irregularities in any Bid, accept any Bid which will be in best interests of Owner.

INADEQUACIES AND OMISSIONS:

Failure to request timely clarification or interpretation of Bidding Documents shall not relieve Bidder/Contractor of responsibility to execute the Work in accordance with the intent of the Contract Documents. Signing of Contract means that the Contractor has thorough comprehension of full intent and scope of Contract Documents.

The Owner and his consultants are not responsible for oral instructions.

INTERPRETATIONS AND CORRECTIONS:

Carefully review and compare all parts of the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is being submitted. Examine the site and local conditions, and immediately report to the Owner errors, inconsistencies or ambiguities discovered.

Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Owner, received in Owner's office at least seven (7) days prior to the date set for receipt of Bids.

Interpretations and corrections of and changes to the Bidding Documents will be made in writing by Addendum only. Interpretations and corrections made in any other manner are not binding. Bidders shall not rely upon verbal instructions or information.

POWER OF ATTORNEY AND BOND REQUIREMENTS:

Submit with each Bid a bond executed by an attorney-in-fact, including a certified and effectively dated copy of his power of attorney. Where the certification is by facsimile, or otherwise does not bear an original signature, the bonding company must be qualified for recognition under facsimile execution.

City of New Berlin
Fire Station #1 Water Lateral Replacement
Project #BG2025-4
16260 W. National Ave., New Berlin, WI 53151

BID FORM

1. **GENERAL DIRECTIONS TO BIDDERS**

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND COSTS IN THE BASE BID(S)**. Bid all requested Alternates. If no change to the Base Bid applies, enter “No Change.”
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, and Proof of Responsibility are properly executed.
- G. A bid must be accompanied by a bid security made payable to Owner in an amount of 10% of bidder’s maximum bid price (determined by adding the base bid and all alternates), and in the form of a certified check, bank money order or a bid bond issued by a surety acceptable to the City. The bid security will be retained by the City until the City awards the contract to such bidder and such bidder has executed the contract documents and met the other conditions of the Notice of Award, where upon the bid security will be released. If the successful bidder fails to execute and deliver the contract documents and furnish the requirements contract security within 15 days after the Notice of Award, the Owner may consider the bidder to be in default and annul the Notice of Award and the bid security of that bidder will be forfeited. Such forfeiture shall be the Owner’s exclusive remedy if the bidder defaults.

- H. The Bidder shall be required to identify any subcontractor, suppliers, individuals or entities to be submitted to the Owner 14 days in advance of the City's acceptance of the agreement. The apparent successful bidder shall, within 5 days after the bid opening, submit to the Owner a list of all such subcontractors, suppliers, individuals or other entities that will be utilized in the completion of the work. An experience statement with pertinent information regarding similar projects and other evidence of qualification for the work that the subcontractor will be performing is required. If the Owner, after review of such information, determines, in its sole discretion, that such subcontractor, supplier, individual or entity is not satisfactory, the Owner, prior to the Notice of Award, shall give notice to the successful bidder requiring that an acceptable substitute be provided. In the event there is any adjustment to the cost as a result of said substitution, Owner may take that into consideration in making the contract award. In the event that the contractor fails to make the substitution requested, the Owner may award the contract to the next lowest responsive responsible bidder.
- I. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.
- He/She has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
- He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
- The contract for the work, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, and those or equal or substitute or materials and equipment subsequently approved by the Owner prior to the submittal of bids and identified by addendum. No item of material or equipment will be considered by Owner as an or equal or substitute unless written requests for approval has been submitted by the bidder and has been received by the Owner at least 10 days prior to the date of receipt of bids in the case of a proposed substitute. The burden of proof on the merit of the proposed item is upon the bidder. The Owner's decision of approval or disapproval of a proposed item will be final. If the Owner approves any such proposed items, such approval will be set forth as an addendum issued to all perspective bidders. Bidder shall not rely upon approvals made in any other manner. All prices that Bidder sets forth in this bid shall be based on the presumption that the contractor will furnish

the materials and equipment specified or described in the bidding documents as supplemented by any addenda.

- A. After Bid Forms are completed, place one (1) set of signed originals and the Bid Bond in a sealed envelope. Oral, telephonic, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:
City of New Berlin
Fire Station #1 Water Lateral and Fire Protection Replacement
City Clerks Office
3805 S Casper Dr
New Berlin, WI 53151
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 11:00 a.m. on July 30, 2025. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 11:00 a.m. on July 30, 2025 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We _____ (a partnership)
_____ (an individual)
(Cross out inapplicable)

Of _____
Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated August 09, 2024.

Including Amendment Nbr(s)._____ dated_____.

5. BASE BID

Base Bid includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

_____ Dollars (\$ _____)

6. SCHEDULE OF VALUES

- A. Submit schedule of standard rates for all personnel, including personnel of subcontractors, involved with project.
- B. Include schedule of standard markups.

7. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than August 26, 2025 with a Project commencement of September 18, 2025 can you complete the Work in compliance with the requirements of the Contract Documents by December 5, 2025, in full cooperation and coordination with other Contractors, if any.
Yes ___ No ___ .

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

- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

8. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of ninety (90) days after date set for opening of Bids.

FIRM NAME _____

BY SIGNATURE _____

TITLE _____

DATED _____

TELEPHONE _____

FAX NBR _____

EMAIL ADDRESS: _____

If a corporation, answer the following:

Incorporated under laws of what state?

SEAL _____ (If Bid is by Corporation)

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS
FOR THE CITY OF NEW BERLIN FIRE STATION #7 WATER LATERAL
REPLACEMENT**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the vendor identified below (hereinafter referred to as “Vendor”). These Terms and Conditions, along with the Bid Instructions, Bid Forms, Specification, City of New Berlin Insurance Requirements, Certificates of Insurance, Policy Endorsements, bid, payment and performance bonds shall constitute the entire contract for materials, work and other goods and services, collectively referred to as the “Contract” between the City and the Vendor. The work that is being performed herein shall collectively be referred to as the “Project”. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned invoices and specifications. These Terms and Conditions are solely for the benefit of the City and the Vendor, and are not intended for the benefit of any other party.

2. Goods and/or Equipment. The goods, services and materials being furnished under this contract shall be as identified in Bid Instructions, Bid Forms and Specifications that are incorporated herewith.

The City shall not be deemed to have accepted the Goods until they have been provided the opportunity to inspect them and to acknowledge, in writing, that they are in accordance with the specifications/invoice and without damage or defect.

3. Contract Time. Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

The work will be substantially completed on or before October 17, 2025, and completed and ready for final acceptance and payment in accordance with this Agreement on or before October 24, 2025, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time. As a consequence and not as a penalty, but rather to cover the City’s costs if the milestones are not achieved and the work causing baseball games to be moved or cancelled is not completed by the completion date, the parties agree that the City shall be entitled to liquidated damages in the sum of \$250.00 (two hundred fifty dollars) per day as to when substantial completion is delayed.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract in the amounts that follow, subject to any applicable adjustments under the Contract:

- a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
- b. The estimated total of all unit price work for the base bid is \$_____. These prices are based on estimated quantities.
- c. These quantities shall be adjusted based upon the actual work performed.
- d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

5. Payment Procedures. Contractors shall submit applications for payments in accordance with the terms of this Agreement upon final completion and acceptance of the work. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:

- a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.
- b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
- c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.

- d. The Vendor has carefully studied all reports and expirations and tests related to the conditions in which the work will be performed, as well as reports and drawings related to the work and technical data in such reports and drawings.
- e. The Vendor has considered the information known to the Vendor itself, including information commonly known to vendors doing business in the Milwaukee metropolitan area, as well as information and observations obtained from visits to the site; the Contract documents; site related reports and drawings in the Contract documents with respect to the impact of such information; observations and documents on the cost, progress and performance of the work; the means, methods, techniques, sequences and procedures of construction; and the Vendor's safety, precautions and programs.

Based on the information and observation referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work of the Contract price within the Contract times in accordance with the other terms and conditions of the Contract.

The Vendor has given the City written notice of all conflicts, errors, ambiguities or discrepancies which the Vendor has discovered in the Contract documents and the Vendor certifies that the written resolution thereof by the City is acceptable to the Vendor.

The Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance in the furnishing of the work.

The Vendor is entering into this Contract and this constitutes an incontrovertible representation by the Vendor that, without exception, all prices in the Contract are premised upon performing and furnishing the work requirement by the Contract documents.

7. Assignment of Contract. Unless expressly agreed to by the City, no assignment may be made of the rights and responsibilities of the Vendor under this agreement.

8. Successors and Assigns. The City and Vendor each binds themselves, their successors, agents, legal representatives and assigns with respect to all covenants, agreements and obligations contained in the Contract documents.

9. Severability. Any provision or part of the Contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Vendor, which do hereby agree that the Contract documents shall be performed or replaced as to such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and

contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

11. Advertising. The Vendor shall not identify the City as a client or customer of the Vendor or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

12. Modification. In the event that the parties determine that a modification to the Terms and Conditions of the providing of these goods and services are necessary, such change shall not be effective unless executed by authorized representatives of both parties.

13. Delivery. The goods provided hereunder shall be delivered to the City within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the contract. In the event that the goods are not delivered within a reasonable period of time, the City shall have the right to cancel this contract without fee or penalty.

14. Insurance. Vendor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time:

- a. General Aggregate: \$2,000,000.00
- b. Personal Advertising Injury: \$1,000,000.00
- c. Each occurrence: \$1,000,000.00
- d. Fire damage: \$50,000.00
- e. Medical Expense, any one person: \$5,000.00
- f. Automobile liability: CSL \$1,000,000.00
- g. Excess liability umbrella form: \$1,000,000.00 per occurrence
- h. Excess liability umbrella form: \$2,000,000.00 in the aggregate with a self-insured retention limit of not greater than \$10,000.00
- i. Professional Liability, General Aggregate: \$2,000,000.00
- j. Professional Liability, Each Occurrence: \$1,000,000.00

Vendor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Vendor agrees to require that the insurer list the City as an Additional Insured on a primary and non-contributory basis and to provide adequate evidence of said status through the liability insurance endorsement. Vendor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

16. Limitation on Liability. The City's liability to the Vendor shall not exceed the sums paid by the City to the Vendor under this contract. In addition, to the extent that the Vendor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Vendor for its own negligence or intentional conduct.

17. Protection of the Project Site. Vendor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner to as to prevent workers and passersby from entering the project site.

18. Warranty. Vendor warrants and guarantees to City that all goods and/or equipment to be supplied hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for two (2) year from the date of substantial completion or as provided in the specifications/invoice attached hereto, whichever is greater.

19. Conflicts. If there is any inconsistency between these Terms and Conditions and the specifications/invoice or any attachments thereto, these Terms and Conditions shall apply.

20. Hold Harmless. The Vendor shall indemnify and hold harmless the City and its agents, employees, elected officials, representatives and assigns (hereinafter referred to as the "Indemnified Parties") as and against any and all claims, demands, actions, causes of action, losses, costs, expense, including, but not limited to actual attorney fees, arising out of or resulting from the performance of the work. Said indemnity shall include both the Vendor, as well as any subcontractors working under them, regardless of whether or not such claims, demands, losses or expenses are caused in whole, or in part, by the parties that are being indemnified. Such obligation shall not be considered to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent that the Vendor retains subcontractors for the performance of the work, or any portion thereof, the Vendor and/or subcontractors shall provide evidence of the insurance coverages set forth above, as well as

the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

21. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Vendor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

22. Termination of Contract. This contract may be terminated as follows:

- a. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Vendor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Vendor be entitled to any penalty for the termination nor shall the Vendor be entitled to any payment for lost profits.
- b. *Termination for Cause.* If the City determines that the Vendor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Vendor of any such deficiency and in the event that the Vendor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Vendor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Vendor's failure to comply with the terms of the contract. Under no circumstances shall the Vendor be entitled to any lost profits arising from the contract.

23. Ongoing Services. This is also a contract for ongoing preventative maintenance services, as provided for in the Project Specifications. The parties agree that these Terms and Conditions shall be applicable to these ongoing Services.

24. Relationship of the Parties. The Vendor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the City. The Vendor shall furnish all services, labors, materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the City.

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of

the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports the delay, both verbally and in writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

The Contractor acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Contractor further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Contractor's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workmanlike manner.

26. Regulations. The Vendor agrees to comply with all the requirements of applicable federal, state and local laws, as well as Codes and Specification requirements related to the performance of the work under this Contract.

27. Records and Reports. Records relating to the performance of the services under this Contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Vendor understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this Contract, Vendor shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this Contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Vendor, excepting for errors and omissions associated with the completed project, services and documents performed under this Contract.

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

29. Relationship of the Parties. The contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the owner.

FINANCE DIRECTOR:
City of New Berlin

MAYOR:
City of New Berlin

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]

CITY CLERK:
City of New Berlin

CITY ATTORNEY:
City of New Berlin

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]

VENDOR:

[Insert Vendor Name]

By: _____

[Print Name & Title]

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal regulations related to the City's receipt of American Rescue Plan Act Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. The contractor agrees to comply with the applicable requirements of Section 603 of the American Rescue Plan Act (hereinafter referred to as the "Act") regulations adopted by the US Department of Treasury (hereinafter referred to as the "Treasury") pursuant to Section 603(f) of the Act and the guidance issued by the Treasury regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations and executive orders and shall provide for such compliance by other parties, including subcontractors in any agreements it enters into with other parties related to this award.
2. Statutes and regulations prohibiting discrimination and applicable to this contract include, but are not limited to the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 USC, §2000 D, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 22, which prohibit discrimination on the basis of race, color or national origin under programs or activities receiving federal financial assistance.
 - b. Fair Housing Act. Title VIII of the Civil Rights Act of 1968 (42 USC, §3601, et. seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, (29 USC, §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - d. The Age Discrimination Act of 1975, as amended (42 USC, §6101, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 23, which prohibit discrimination on the basis of age and programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC, §12, 12101 et. seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
3. Equal Employment Opportunity. During the performance of the contract, the contractor will be required to comply with Equal Opportunity Employment Statutes as outlined in 47 CFR, §90.168.
4. Copeland Anti-Kickback Act. The contractor shall comply with 18 USC, § 874, 40 USC, §3145 and the requirements of 29 CFR, Part 3, as may be applicable, which are incorporated by reference into this contract.

5. Contract Work Hours of the Safety Standards Act.

- a. Overtime Requirements. No contract or subcontract contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he/she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. Violation. Liability for unpaid wages; liquidated damages: In the event a violation of the clause set forth in (a) above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of this section.
 - c. Withholding fund paid wages and liquidated damages: The City of New Berlin shall, upon its own action or upon written request of an authorized representative of the US Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same contractor or any other federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractors or subcontractors or unpaid wages and liquidated damages as provided in the clause set forth in this section.
 - d. Subcontract. The contractors or subcontractors shall insert in any contract the clauses set forth in Paragraph B, 1-4 of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs B, 1-4 of 21 CFR, §5.5.
6. Clean Air Act and Federal Water Pollution Control Act. Contractor needs to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC, §7401, et. seq.
7. Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such, the contractor is required to verify that none of the contractors principals (defined in 2 CFR, §180.995) or its affiliate (defined in 2 CFR, §180.1.905) are excluded (defined in 2 CFR, §180.940) or disqualified (defined in 2 CFR, §180.935). Selected contractors must comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of New Berlin. If it is later determined that the contractor did not comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, in addition to remedies available to the City of New Berlin, the federal government may pursue available remedies including, but not limited to, suspension and/or

disbarment. The contractor and the bidder or proposer agree to comply with the requirements of 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This contractor and the bidder or proposer further agrees to provide a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment. The contractor shall file the required certification. The contractor and all subcontractors certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress, or employees of the City of New Berlin in connection with obtaining any federal contract, grant or any award covered by 31 USC, §1352. Each tier, including the contractor and all subcontractors, shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certifications to the awarding agency. If the agreement exceeds \$100,000.00, the contractor must certify compliance with the Byrd Anti-Lobbying Amendment.
9. Procurement of Recovered Materials. Contractor shall comply with 2 CFR, §200.323 as applicable.
10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall comply with 2 CFR, §200.216, as applicable.
11. Domestic Preferences for Procurements. Contractor shall comply with 2 CFR, §200.322.
12. This Exhibit A is intended to incorporate those federal laws and regulations that apply to this contract. If the contractor believes that any law or regulation described herein is not applicable in this contract per the terms of the federal law or regulation, the contractor shall present their position in that regard to the City of New Berlin with a written change order request. The laws cited herein shall be followed by the contractor and all subcontractors unless the municipality agrees that the cited federal law or regulation does not apply, and the change order is approved by the City of New Berlin Common Council.

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment as Exhibit B to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Federal Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute §19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties. The City may include a clause, however, that any equipment being supplied under a City contract must interface well and be compatible with existing equipment utilized by the City of New Berlin, which is identified as the following: _____.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR §180.
13. City contractors do hereby certify that they are not designated by the federal government as being precluded from engaging in federal contracts.
14. The City of New Berlin, its employees, officers, agents, contractors and assigns may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal, State or City contract or grant; a gross waste of Federal, State or City funds; an abuse of authority relating to Federal, State or Local Contractor Grant; a substantial and specific danger to public health, safety or welfare; or a violation of law, rule or regulation related to a Federal, State or City contract (including, but not limited to, the competition for or negotiation of a contract) or Grant. The entities to which disclosure of such information includes, but is not limited to the following entities:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A Court or Grand Jury;
 - g. A management official or other employee of the City;
 - h. A contractor of the City;
 - i. A subcontractor of the City, which has the responsibility to investigate, discover or address misconduct;
 - j. An official of the State of Wisconsin, or other employee, agent or contractor of the State who has the responsibility to investigate, discover or address misconduct.
15. This Policy shall be disclosed to all City officers, agents, contractors or assigns and shall be included as part of the City's Addendum for City contract.
16. The City shall engage in a cost and price evaluation analysis to include independent estimates of the cost of the equipment or service before placing the matter out for bid.

17. When the City is engaged in negotiating purchase of goods and services, the profit in the contract shall be negotiated independently from the materials and labor. In any contract entered into by the City of New Berlin for the acquisitions of goods and services shall require remedies in the event of a breach of the agreement and shall include provisions for termination as to cause.

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SECTION 21 05 00

COMMON WORK RESULTS FOR FIRE SUPPRESSION

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes information common to two or more technical fire protection specification sections or items that are of a general nature, not conveniently fitting into other technical sections. Included are the following topics:
- B. The specifications and drawings are scope documents based on the Owner's requirements for the fire protection systems. It is the intent of the documents to detail and specify the minimum requirements and components. It is the responsibility of the Contractor to design and install a complete fire protection system in compliance with NFPA, State, and the Local Authority Having Jurisdiction codes and requirements. Pipe and equipment sizing shown in the documents is the minimum allowed. If larger size is required, it is to be included in the bid.

PART 1 - GENERAL

- Scope
- Related Work
- Reference
- Reference Standards
- Quality Assurance
- Continuity of Existing Services
- Protection of Finished Surfaces
- Sleeves and Openings
- Sealing and Fire Stopping
- Equipment Furnished By Others
- Provisions for Future
- Off Site Storage
- Codes
- Design Criteria
- Certificates, Inspections, and Permits
- Existing Buildings
- Submittals
- Operating and Maintenance Instructions
- Warranty

PART 2 - PRODUCTS

- Access Panels and Doors
- Identification
- Sealing and Fire Stopping

PART 3 - EXECUTION

- Demolition
- Concrete Work
- Building Access
- Coordination
- Identification
- Sealing and Fire Stopping

1.02 RELATED WORK

- A. This Section applies to all Division 21 Sections of Fire Suppression.

1.03 REFERENCE STANDARDS

- A. Abbreviations of standards organizations referenced in this and other sections are as follows:

AGA	American Gas Association
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASPE	American society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
CGA	Compressed Gas Association
CS	Commercial Standards, Products Standards Sections, Office of Engineering Standards Service, NBS
EPA	Environmental Protection Agency
FM	FM Global
FS	Federal Specifications, Superintendent of Documents, U.S. Government Printing Office
IAPMO	International Association of Plumbing & Mechanical Officials
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
ILHR/	
SPS	State of Wisconsin Industry, Labor and Human Relations and/or Wisconsin Department of Safety and Professional Services
MCA	Mechanical Contractors Association
MICA	Midwest Insulation Contractors Association
MSS	Manufacturer's Standardization Society of the Valve & Fitting Industry, Inc.
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
STI	Steel Tank Institute
UL	Underwriters Laboratories Inc.

1.04 QUALITY ASSURANCE

- A. Refer to Division 00 and 01, Approved Equals, Substitutions, and Design Clarifications.
- B. All products and materials used are to be new, undamaged, clean and in good condition. Existing products and materials are not to be reused unless specifically indicated.
- C. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the intended performance from the system into which these items are placed.

1.05 CONTINUITY OF EXISTING SERVICES

- A. Do not interrupt or change existing services without prior written approval from the Owner's Project Representative. When interruption is required, coordinate scheduling of down-time with the Owner to minimize disruption to his activities. Unless specifically stated, all work involved in interrupting or changing existing services is to be done during normal working hours.

1.06 SEALING AND FIRE STOPPING

- A. Sealing and fire stopping of sleeves/openings between piping, etc. and the sleeve or structural opening shall be the responsibility of the contractor whose work penetrates the opening. The contractor responsible shall hire individuals skilled in such work to do the sealing and fireproofing.

1.07 CODES

- A. Comply with requirements of the Wisconsin Administrative Code, Wisconsin Department of Safety and Professional Services (SPS), NFPA Standards, Owner's Insurance Carrier, local Fire Chief or Fire Marshal, Authority Having Jurisdiction (AHJ) regarding design, materials and installation.

1.08 DESIGN CRITERIA

- A. Design fire protection systems in accordance with codes, standards and regulations noted above.
 - 1. The term "This Contractor" in Division 21 shall mean "Fire Protection Contractor".
- B. This specification for the Fire Protection Work is a "performance" specification. It is intended to establish a general design criteria for the work. The Fire Protection Contractor shall assume full responsibility for design, hydraulic calculations, layout, details, final selection & sizing of all equipment, components, etc. No adjustment in compensation shall be made for any required adjustments to design, to incorporate all additional requirements of the Owner, Architect, Insurance Authorities, State, and Local Codes.
 - 1. The fire protection contractor shall submit plans and calculations sealed by a professional engineer or designer, to the State of Wisconsin Department of Commerce and local fire inspector for approval.
- C. The work of this section includes the furnishing of all labor, tools, fabricated materials, equipment and performing all operations necessary to install the fire protection system, including but not limited to shop drawings, piping, fittings, sprinkler heads, valves, controls, alarms, hangers, and other supplemental items necessary to complete the system in accordance with these specifications.
- D. It shall be the responsibility of the Fire Protection Contractor to review the construction documents of all trades involved to determine incidental fire protection required, visit the site and to verify all existing conditions affecting the work and he shall adapt the new work and meet with the approval of all governing bodies. Failure to do so will not result in award of additional payment, for it is to be understood that tender of proposal carries with the agreement a system whole and complete, ready for test and operation and duly approved by agencies as previously noted herein.
- E. Prior to installation, complete working drawings must be approved by the Engineer, Owner, Architect, State and Local Authorities. Verify all measurements, distances, levels, etc. before starting work.
- F. Include all taxes, plan approval fees, permits and tests required for the Fire Protection Work.
- G. Notify all authorities whenever sprinkler system valves are closed.
- H. Unless otherwise noted, all materials and equipment used in this installation shall be new and of best quality of their respective kinds, and all work shall be executed in a neat and workmanlike manner. All materials to be UL listed.
- I. In the event specifications are not in full accord and changes, alterations, additions or deductions are necessary, or any exceptions in regard to size of equipment, pipe sizes, etc. or layout are taken by this Contractor, notify the Engineer or Owner immediately, in writing and wait his decision. Such exceptions must be submitted ten days prior to date set for receiving of proposal.
- J. Whenever the location of piping or equipment is governed by architectural features, this Contractor shall establish their locations by referring to the architectural drawings. Any offsets or relocating of piping shall be done by this Contractor at no additional cost to the Owner. He shall not scale the drawings for exact dimensions.
- K. After proposals are accepted by Owner, it shall be understood that this Contractor has studied the drawings, specifications, job site, and no further exceptions will be taken affecting contract amount due to his failure to comply herewith.
- L. This Contractor shall inspect all conditions and where possible, field measure for sizing, routing and installation of all equipment and material.
- M. Measurements and determination of routing must be complete prior to ordering any equipment or fabricating any materials.

- N. Coordinate with all other trades prior to installation to determine locations and methods for installation of equipment and materials.
- O. This Contractor shall be responsible for all openings, sleeves, patching, pipe concealment, and finishing required for the installation of the automatic sprinkler systems.

1.09 CERTIFICATES, INSPECTIONS, AND PERMITS

- a. Obtain and pay for all required State or local installation inspections except those provided by the Architect/Engineer in accordance with Wisconsin Department of Safety and Professional Services Section ILHR/SPS 350.12. Deliver originals of these certificates to the Division's Construction Representative. Include copies of the certificates in the Operating and Maintenance Instructions.

1.10 EXISTING BUILDINGS

A. VISIT TO SITE

- 1. Before submitting the proposal for this Division, the Contractor shall satisfy himself as to the nature and location of this work and the general and local conditions. He shall have full knowledge of conditions relative to transportation, handling and storage of materials, availability of electrical power of all other facilities in the area which will have a bearing on the performance of his work and the contract for which he submits his proposal. Pay special attention to existing items to be reused and relocated.
- 2. Existing Conditions
 - a. This Contractor shall field verify existing conditions related to the requirements of this Division **prior** to submission of bid. This includes field verification of existing actual installed systems, equipment, ductwork, piping, etc. to ascertain locations, sizes and quantities. These documents depict existing conditions based on the best information available but may not accurately represent the actual installed as-built condition. In the event the plans and specification are not representative of the actual installed conditions, this Contractor shall notify Engineer immediately at which time an addendum will be issued for clarification. If an addendum is not issued due to the bid submission date, this Contractor shall include in bid all necessary modifications necessary to meet the intent of the plans and specifications.
 - b. If during the course of construction it is determined that the existing installed condition is not representative of the plans and specifications, this Contractor shall provide a written description identifying proposed modification and/or revisions to the system and/or design to meet the intent of the plans and specifications. No additional compensation shall be allowed.
- 3. Failure by the Contractor to acquaint himself with all the available information shall not relieve him from any responsibility for performing his work properly.
- 4. No additional compensation shall be allowed because of conditions that occur due to this Contractor's failure to become thoroughly familiar with the job site and other work, as previously described, for this project.
- 5. Submission of a bid will be considered an acknowledgment on the part of the bidder of his site verification for this project.
- 6. This Contractor shall arrange and provide all necessary equipment required to rig, lift or move equipment into final location. All work and equipment shall strictly comply with applicable OSHA regulations.

B. DIMENSIONS AND LOCATIONS

- 1. Verify measurements at the building check levels and grades and be responsible for grading, fitting, joining or adjusting of work to adjoining work by other Contractors.
- 2. Before the work is installed, the Architects reserve the right to slightly change location of piping and equipment, etc., without additional pay to the Contractor.

1.11 SUBMITTALS

- A. Refer also to Division 00 and 01.
- B. Shop drawing submittals are to be bound, labeled, contain the project manual cover page and a material index list page showing item designation, manufacturer and additional items supplied with the installation. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name and/or number, as indicated in the contract documents. Include wiring diagrams of electrically powered equipment.
- C. Submittals shall be sent to the Wisconsin Department of Safety and Professional Services, the local Fire Chief or Fire Marshal for review prior to the Architect/Engineer. Include copy of approval letter and copy of approved drawings in submission to Architect/Engineer.
- D. Plan submittal for review and approval to the Department of Safety and Professional Services is required for all state buildings with the exception of the replacement in kind of equipment and projects that include 20 or fewer sprinkler heads. Licensed health care facilities require submittal and approval from the Department of Health Services. Submittals shall be sent to the local Fire Chief or Fire Marshal for review prior to the Architect/Engineer. Include a copy of all review/approval letters in submission to Architect/Engineer.
- E. Submit plans indicating water supply location and size, piping layout and size, sprinkler locations and type, hanger locations and type, equipment locations and type, valve locations and type, occupancy classes, hydraulic reference points, design areas and discharge densities.
- F. Submit hydraulic calculations for water supply and sprinkler systems. Include summary sheet and detailed work sheets. Describe characteristics of water supply and location of effective point used in calculations. Include graph illustration of water supply, hose demand, sprinkler demand and in-rack sprinkler demand. Where a fire pump is used, graph primary rating point, secondary rating point and churn pressure of pump and combined water supply.

1.12 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Assemble material in three-ring or post binders, using an index at the front of each volume and tabs for each system or type of equipment. In addition to the data indicated in the General Requirements, include the following information:
 - Copies of all approved submittals along with approval letters.
 - Manufacturer's wiring diagrams for electrically powered equipment.
 - Records of tests performed to certify compliance with system requirements.
 - Certificates of inspection by regulatory agencies.
 - Additional information as indicated in the technical specification sections

PART 2 – PRODUCTS

2.01 IDENTIFICATION

- A. **STENCILS:**
Not less than 1/2" high letters for pipe sizes 1" through 2-1/2" and 1 inch high letters/numbers for pipe sizes 3" and above for marking pipe and equipment. Apply flow arrows to piping.
- B. **ADHESIVE LABELS:**
Pressure-sensitive, adhesive backed, vinyl pipe markers with applicable labeling, 3/4" min. size for lettering and surrounding tape on both ends. With flow arrows on piping. Conforming to ANSI, ANSI and NFPA standards. Seton Opti-Code, or equal. Clean piping before application.
- C. **SNAP-AROUND MARKERS:**

One-piece, pre-formed, vinyl construction, snap-around or strap-around pipe markers with applicable labeling, 3/4" min. size for lettering. Provide nylon ties on each end of pipe marker.

- D. SIGNS:
Metal construction, baked porcelain enamel finish signs, sizes conforming to NFPA No. 13 and 7-1.2, with holes and s-hooks/chains for hanging or securing. With applicable labeling. Seton or equal.
- E. ENGRAVED NAME PLATES:
White letters on a black background, 1/16" thick plastic laminate, beveled edges, screw mounting, Setonply Style 2060 by Seton Name Plate Company or Emedolite Style EIP by EMED Co., or equal by W. H. Brady.
- F. VALVE TAGS:
Round brass tags with 1/2 inch numbers, 1/4" system identification abbreviation, 1-1/4" minimum diameter, with brass jack chains with brass "S" hooks or one piece nylon ties around the valve stem, available from EMED Co., Seton Name Plate Company, or W. H. Brady.

2.02 SEALING AND FIRESTOPPING

- A. FIRE AND/OR SMOKE RATED PENETRATIONS:
 - 1. Provide all fire stopping of fire rated penetrations and sealing of smoke rated penetrations in compliance with Section 07 84 00 Fire Stopping.
- B. NON-RATED PENETRATIONS:
 - 1. At pipe penetrations of interior partitions, floors and exterior walls, use urethane caulk in annular space between pipe insulation and sleeve.

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Perform all demolition to accomplish new work. Where demolition work is to be performed adjacent to existing work that remains in an occupied area, construct temporary dust partition to minimize the amount of contamination of the occupied space. Where pipe is removed and not reconnected with new work, cap ends of existing services as if they were new work. Coordinate work with the Owner to minimize disruption to the existing building occupants.
- B. All pipe, sprinklers, equipment, wiring, associated conduit and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor except as specifically noted otherwise. All designated equipment is to be turned over to the Owner for his use at a place and time he so designates. Maintain the condition of material and/or equipment that is indicated to be reused equal to that existing before work began.

3.02 CONCRETE WORK

- A. Provide cast in place concrete for equipment pads and pump bases. Concrete to be 3,000 psi at 28 days, 3/4 inch aggregate, five bags cement, three inch slump, air entraining admixture. The ACI 614 Recommended Practice for Measuring, Mixing and Placing of Concrete shall constitute the execution requirements.

3.03 BUILDING ACCESS

- A. Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this contractor, restore any opening to its original condition after the apparatus has been brought into the building.

3.04 COORDINATION

- A. Coordinate all work with other Contractors prior to installation. Any work that is not coordinated and that interferes with other Contractor's work shall be removed or relocated at the installing Contractor's expense.
- B. Verify that all devices are compatible for the type of construction and surfaces on which they will be used.

3.05 IDENTIFICATION

- A. Identify equipment in mechanical equipment rooms by stenciling equipment number and service with one coat of black enamel against a light background or white enamel against a dark background. Use a primer where necessary for proper paint adhesion.
- B. Where stenciling is not appropriate for equipment identification, engraved name plates may be used.
- C. Identify interior piping mains not less than once every 25 feet, not less than once in each room, adjacent to each access door or panel, and on both sides of the partition where exposed piping passes through walls or floors. Place flow directional arrows at each pipe identification location. Use one coat of black enamel against a light background or white enamel against a dark background or approved pipe marking label systems.
- D. Identify valves with signs per NFPA rulings.
- E. Provide hydraulic design information sign of permanently marked weatherproof metal or engraved nameplate material. Secure to alarm valve with brass chain. Information to include location of the design areas, discharge densities, required flow and residual pressure at the base of riser, hose stream demand and sprinkler demand.

3.06 SEALING AND FIRESTOPPING

- A. **FIRE AND/OR SMOKE RATED PENETRATIONS:**
Provide all fire stopping of fire rated penetrations and sealing of smoke rated penetrations in compliance with section 07 84 00 Fire Stopping.
- B. **NON-RATED PARTITIONS:**

At all interior partitions and exterior walls, pipe penetrations are required to be sealed. Apply sealant to both sides of the penetration in such a manner that the annular space between the pipe sleeve or cored opening and the pipe or insulation is completely blocked.

END OF SECTION

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SECTION 21 05 29

HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT

PART 1 – GENERAL

1.01 SCOPE

- A. This section includes specifications for supports of all fire protection equipment and materials as well as piping system anchors. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Reference
Reference Standards
Quality Assurance
Description
Shop Drawings
Design Criteria

PART 2 - PRODUCTS

Manufacturers
Structural Supports
Pipe Hangers and Supports
Pipe Hanger Rods
Beam Clamps
Anchors

PART 3 - EXECUTION

Installation
Hanger and Support Spacing
Anchors

1.02 RELATED WORK

Section 21 10 00 Water Based Fire Suppression Systems

1.03 REFERENCE

- A. Applicable provisions of Division 01 shall govern work under this section.

1.04 REFERENCE STANDARDS

NFPA 13	Installation of Sprinkler Systems (Latest prevailing edition)
NFPA 14	Installation of Standpipe and Hose Systems (Latest prevailing edition)
NFPA 20	Installation of centrifugal fire pumps (Latest prevailing edition)
UL	Underwriter's Laboratories Listed
FM	Factory Mutual Approved

1.05 DESCRIPTION

- A. Provide all supporting devices as required for the installation of mechanical equipment and materials. All supports and installation procedures are to conform to the latest requirements of the ANSI Code for building piping.
- B. Do not hang any mechanical item directly from a metal deck or run piping so its rests on the bottom chord of any truss or joist.
- C. Fasteners depending on soft lead for holding power or requiring explosive powder actuation will not be accepted.

- D. Support apparatus and material under all conditions of operation, variations in installed and operating weight of equipment and piping, to prevent excess stress, and allow for proper expansion and contraction.

1.06 SHOP DRAWINGS

- A. Schedule of all hanger and support devices indicating attachment methods and type of device for each pipe size and type of service. Provide details on the working drawings submitted for approval with all pertinent information listed.

1.07 DESIGN CRITERIA

- A. Materials and application of pipe hangers and supports shall be in accordance with MSS Standard Practice SP-58 and SP-69 unless noted otherwise. Materials and application of pipe hangers and supports shall be in accordance with NFPA rulings and be UL/FM listed and approved.
- B. Piping connected to pumps, compressors, or other rotating or reciprocating equipment is to have vibration isolation supports for a distance of one hundred pipe diameters or three supports away from the equipment, whichever is greater. Standard pipe hangers/supports as specified in this section are required beyond the 100 pipe diameter/3 support distance.
- C. Conform to Specification Section 05 05 30, "Post Installed Anchors In Concrete and Masonry (CMU)" for connections of hangers and supports to the structure.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. B-Line, Anvil, Erico, G-STRUT, Tolco, Afcon, Roof Products & Systems, or approved equal.

2.02 STRUCTURAL SUPPORTS

- A. Provide all supporting steel required for the installation of mechanical equipment and materials, including angles, channels, beams, etc. to suspended or floor supported tanks and equipment. All of this steel may not be specifically indicated on the drawings.

2.03 PIPE HANGERS AND SUPPORTS

- A. HANGERS FOR PIPE SIZES 1/2" THROUGH 4":
Carbon steel, adjustable swivel ring with 3/8" min. UL/FM approved hanger rods. B-Line B3170NF, Anvil 69 or 70.
Carbon steel, adjustable clevis, standard, with UL/FM approved size hanger rods. B-Line B3100, Anvil 260.
- B. HANGERS FOR PIPE SIZES 4" THROUGH 8":
Carbon steel adjustable swivel ring with 1/2" min. UL/FM approved hanger rods. B-Line B3170NF, Anvil 69 or 70.
Carbon steel, adjustable clevis, standard with UL/FM approved size hanger rods. B-Line B3100, Anvil 260.

2.04 PIPE HANGER RODS

- A. STEEL HANGER RODS:
Threaded both ends, threaded one end, or continuous threaded, complete with adjusting and lock nuts.
- B. Size rods for individual hangers and trapeze support as indicated in the following schedule.

Pipe Size	Diameter Of Rod
Up to and including 4" 5", 6", and 8"	3/8" or 9.5 mm min. 1/2" or 12.7 mm min.

2.05 BEAM CLAMPS

- A. MSS SP-69 Types 19 & 23 malleable black iron clamp for attachment to beam flange to 0.62 inches thick with a retaining ring and threaded rod of 3/8", 1/2", and 5/8" diameter. Furnish with a hardened steel cup point set screw. B-Line B3036L/B3034, Anvil 86/92.
- B. MSS SP-69 Type 28 or Type 29 forged steel jaw type clamp with a tie rod to lock clamp in place, suitable for rod sizes to 1-1/2" diameter. B-Line B3054, Anvil 228.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Size, apply and install supports and anchors in compliance with manufacturer's recommendations.
- B. Install supports to provide for free expansion of the piping system. Support all piping from the structure using concrete inserts, beam clamps, ceiling plates, wall brackets, or floor stands. Fasten ceiling plates and wall brackets securely to the structure and test to demonstrate the adequacy of the fastening.
- C. Coordinate hanger and support installation to properly group piping of all trades.
- D. Where piping can be conveniently grouped to allow the use of trapeze type supports, use standard structural shapes or continuous insert channels for the supporting steel. Where continuous insert channels are used, pipe supporting devices made specifically for use with the channels may be substituted for the specified supporting devices provided that similar types are used and all data is submitted for prior approval.
- E. Perform welding in accordance with standards of the American Welding Society.

3.02 HANGER AND SUPPORT SPACING

- A. Use hangers with minimum vertical adjustment.
- B. Where several pipes can be installed in parallel and at the same elevation, provide multiple or trapeze hangers.
- C. Support riser piping independently of connected horizontal piping.
- D. Adjust hangers to obtain the slope specified in the piping section of these specification.
- E. Space hangers for pipe as follows:

Pipe Material	Pipe Size	Maximum Horizontal Spacing	Maximum Vertical Spacing
Copper	3/4" through 1"	8'-0"	10'-0"
Copper	1-1/4" through 1-1/2"	10'-0"	10'-0"
Copper	2" through 6"	12'-0"	10'-0"
Copper	8"	15'-0"	10'-0"
Steel	1" through 1-1/4"	12'-0"	15'-0"
Steel	1-1/2" through 8"	12'-0"	15'-0"

- F. Hangers, supports and hanger spacing for CPVC plastic piping systems shall conform to the requirements of NFPA 13 and the manufacturer's requirements. Contractor shall provide details on the installation drawings for all proposed means of support.

1. Restraint hangers shall be installed at all sprinkler head locations within 1'-0" for a single restraint and within 5'-0" for two points of restraint. The requirements for hanger restraint for systems in excess of 100 PSI pressure shall be followed.
- G. Hangers for CPVC systems shall not compress, distort, cut or abrade the piping, and shall allow free movement of the pipe to permit thermal expansion and contraction.
- H. Unsupported length from the last hanger and an end sprinkler for steel piping system shall be as follows:

1" piping	Not greater than 36"
1-1/4" piping	Not greater than 48"
1-1/2" piping or larger	Not greater than 60"

END OF SECTION

SECTION 21 10 00

WATER BASED FIRE SUPPRESSION SYSTEMS

PART 1 – GENERAL

1.01 SCOPE

- A. This section contains specifications for fire protection pipe and pipe fittings for this project. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Reference
Reference Standards
Shop Drawings
Quality Assurance
Delivery, Storage, and Handling
Design Criteria
Welder Qualifications

PART 2 - PRODUCTS

Fire Protection Piping
Unions and Flanges
Mechanical Grooved Pipe Connections
Flow Switches
Local Alarm
Valves
Fire Department Connection

PART 3 - EXECUTION

General
Preparation
Erection
Copper Pipe Joints
Welded Pipe Joints
Threaded Pipe Joints
Mechanical Grooved Pipe Connections
Unions and Flanges
Piping System Leak Tests
Installation

1.02 RELATED WORK

Section 21 05 00	Common Work Results for Fire Suppression
Section 21 05 29	Hangers and Supports for Fire Suppression Piping and Equipment

1.03 REFERENCE STANDARDS

ANSI B16.1	Cast Iron Pipe Flanges and Flanged Fittings
ANSI B16.3	Malleable Iron Threaded Fittings
ANSI B16.4	Cast Iron Threaded Fittings
ANSI B16.5	Pipe Flanges and Flanged Fittings
ANSI B16.9	Factory Made Wrought Steel Buttweld Fittings
ANSI B16.11	Forged Steel Fittings, Socket Welded and Threaded
ANSI B16.18	Cast Bronze Solder Joint Pressure Fittings
ANSI B16.22	Wrought Copper and Wrought Copper Alloy Solder Joint Pressure Fittings
ANSI B16.29	Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV
ASTM A53	Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless
ASTM A105	Forgings, Carbon Steel, for Piping Components

ASTM A126	Gray Cast Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A135	Electric Resistance Welded Steel Pipe
ASTM A181	Forgings, Carbon Steel for General Purpose Piping
ASTM A234	Pipe Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures
ASTM A536	Ductile Iron Castings
ASTM A795	Black and Hot Dipped Zinc Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use
ASTM B88	Seamless Copper Water Tube
AWWA C606	Grooved and Shouldered Joints
AWS A5.8	Brazing Filler Metal
AWS D10.9	Qualification of Welding Procedures and Welders for Piping and Tubing, Level AR3
NFPA 13	Installation of Sprinkler Systems. (Latest prevailing edition)
NFPA 14	Installation of Standpipe and Hose Systems. (Latest prevailing edition)
UL	Underwriters Laboratories
FM	Factory Mutual Approval

1.04 SHOP DRAWINGS

- A. Schedule from the Contractor indicating the ANSI/ASTM specification number of the pipe being proposed along with its type and grade if known at the time of submittal, and sufficient information to indicate the type and rating of fittings for each service.
- B. Grooved joint couplings and fittings shall be shown on drawings and product submittals, and be specifically identified with the applicable Victaulic style or series number.
- C. Sprinklers shall be referred to on drawings, submittals and other documentation, by the sprinkler identification or model number as specifically published in the appropriate agency listing or approval. Trade names or other abbreviated designations shall not be allowed.

1.05 QUALITY ASSURANCE

- A. Order all copper and steel pipe with each length marked with the name or trademark of the manufacturer and type of pipe; with each shipping unit marked with the purchase order number, metal or alloy designation, temper, size, and name of supplier.
- B. Any installed material not meeting the specification requirements must be replaced with material that meets these specifications without additional cost to the Owner.
- C. To assure uniformity and compatibility of piping components in grooved end piping systems, all grooved product utilized shall be supplied by Victaulic. Grooving tools shall be supplied by the same manufacturer as the grooved components.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Promptly inspect shipments to insure that the material is undamaged and complies with specifications.
- B. Cover pipe to prevent corrosion or deterioration while allowing sufficient ventilation to avoid condensation. Do not store materials directly on grade. Protect pipe, tube, and fitting ends so they are not damaged. Where end caps are provided or specified, take precautions so the caps remain in place. Protect fittings, flanges, and unions by storage inside or by durable, waterproof, above ground packaging.
- C. Offsite storage agreements will not relieve the Contractor from using proper storage techniques.
- D. Storage and protection methods must allow inspection to verify products.

1.07 DESIGN CRITERIA

- A. Use only new material, free of defects, rust and scale, and meeting the latest revision of ASTM specifications as listed in this specification.
- B. Construct all piping systems for the highest pressures and temperatures in the respective system but not less than 175 psig.
- C. Where weld fittings or mechanical grooved fittings are used, use only long radius elbows having a centerline radius of 1.5 pipe diameters.
- D. Where ASTM A53 or A795 type F pipe is specified, grade A type E or S, or grade B type E or S may be substituted at Contractor's option. Where ASTM A135 grade A pipe is specified, grade B pipe may be substituted at Contractor's option. Where the grade or type is not specified, Contractor may choose from those commercially available.
- E. Where ASTM B88, type L H (drawn) temper copper tubing is specified, ASTM B88, type K H (drawn) temper copper tubing may be substituted at Contractor's option.

PART 2 – PRODUCTS

2.01 FIRE PROTECTION PIPING

- A. STEEL PIPE:
 - 1. Black steel pipe welded and seamless, Type F, Grade A, ASTM A53; black welded and seamless steel pipe for fire protection use, Type F, ASTM A795; electric resistance welded steel pipe, Grade A, ASTM A135.
 - 2. Threaded light wall pipe and plastic pipe are not acceptable.
- B. Pipe Wall Thickness: Threaded pipe shall have a minimum wall thickness of Schedule 40. All other pipe shall have a minimum wall thickness of Schedule 10. Piping 2" and under shall be minimum Schedule 40 unless stated otherwise herein.
- C. Fittings: Cast iron threaded fittings, Class 125 or 250, ASTM A126/ANSI B16.4. Malleable iron threaded fittings, Class 150 or 300, ASTM A197/ANSI B16.3. Standard weight seamless carbon steel weld fittings, ASTM A234 grade, ANSI B16.9. Mechanical grooved fittings with EPDM Type A gaskets, ASTM A536 ductile iron, or ASTM A53 fabricated steel. Externally zinc-electroplated carbon steel Pressfit® fittings with EPDM o-rings.
- D. Welding Materials: Comply with Section II, Part C, ASME Boiler and Pressure Vessel Code for welding materials.

2.02 UNIONS AND FLANGES

- A. 2" AND SMALLER STEEL:
ASTM A197/ANSI B16.3 malleable iron unions with brass seats. Use black malleable iron on black steel piping and galvanized malleable iron on galvanized steel piping.
- B. 2" AND SMALLER COPPER:
ANSI B16.18 cast bronze union coupling or ANSI B15.24 Class 150 cast bronze flanges.
- C. 2-1/2" AND LARGER:
ASTM A181 or A105, Class 150, grade 1 hot forged steel flanges of threaded, welding neck, or slip-on pattern on black steel and threaded only on galvanized steel. ANSI B16.1 or ANSI B16.5, Class 150 cast iron threaded flanges. Use raised face flanges ANSI B16.5 for mating with other raised face flanges or equipment with flat ring or full face gaskets. Use ANSI B16.1 flat face flanges with full face gaskets for mating with other flat face flanges on equipment.
- D. 2-1/2" AND LARGER COPPER:
ANSI B16.24, Class 150 cast bronze flanges with raised face.

2.03 MECHANICAL GROOVED PIPE CONNECTIONS

- A. Mechanical grooved pipe couplings and fittings, ASTM F1476, as manufactured by Victaulic, Anvil, or Tyco may be used with steel or copper pipe. Mechanical grooved components and assemblies to be rated for minimum 175 psi working pressure unless noted otherwise. Victaulic Style 009V.
- B. All mechanical grooved pipe material including gaskets, couplings, fittings and flange adapters to be from the same manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.
- C. Steel pipe Fittings to be ductile iron A536, short radius, full flow FireLock® fittings with painted finish; where ductile iron fitting pattern not available, fabricated steel fittings shall be used. Fittings used on galvanized steel pipe to have galvanized finish, ASTM A153. Fittings shall be supplied with factory grooved ends designed to accept Victaulic couplings.
 - 1. Installation-Ready™ fittings for Schedule **[40] [10]** grooved end steel piping in sizes NPS 1-1/4 through 2-1/2 inch. Fittings shall consist of a ductile iron housing conforming to ASTM A536, Grade 65-45-12, with Installation-Ready™ ends, prelubricated Grade “E” EPDM Type ‘A’ gasket; and ASTM A449 electroplated steel bolts and nuts. UL listed for a working pressure of 300 psi (2065 kPa) and FM approved for working pressure to 365 psi (2517kPa).
 - 2. In lieu of threaded steel piping systems, the Victaulic FireLock IGS System with “Installation-Ready™ fittings and couplings may be used for 1 inch Schedule 10 and Schedule 40 carbon steel pipe in fire protection applications. System rated for a working pressure to 365 psi (2517 kPa).
 - a. Groove: IGS “Innovative Groove System” groove with shortened “A” dimension and tapered groove backside for ease of installation.
- D. Steel pipe couplings shall consist of two ductile iron housings conforming to ASTM A536, pressure-responsive, synthetic rubber gasket, and plated steel bolts and nuts.
 - 1. Rigid Type: Housings shall be cast with offsetting, angle-pattern bolt pads to provide system rigidity and support and hanging in accordance with NFPA 13. Tongue and recess rigid type couplings shall only be permitted if a torque wrench is used for installation. Required torque shall be in accordance with manufacturer’s recommendations.
 - a) 1-1/4 inch through 12 inch: “Installation ready” rigid joint designed for direct “stab” installation onto grooved end pipe without disassembling the coupling. Victaulic FireLock® EZ Style 009N, 108, 109, 005h and 107N.
 - 2. Flexible Type: Use in seismic areas where required by NFPA 13. Victaulic Installation-Ready Style 004, 177N or Style 75 and 77.
- E. Gaskets to be EPDM, Type A, ASTM D2000. Gaskets for dry systems to be flushseal® or Style 009 EZ center-leg design with pipe stop to ensure proper groove engagement, alignment, and pipe insertion depth. Heat treated carbon steel oval neck track bolts and nuts, ASTM A183 or ASTM A449, with zinc electroplated finish.
- F. Flange adapters to be ductile iron, ASTM A536; flat faced with Class 125, 150 or 300 bolt-hole patterns, Victaulic Style 741, 744, or 743; except at lug type butterfly valves where standard threaded flanges shall be used.
- G. Copper tube fittings shall be wrought copper conforming to ANSI B16.22 or cast bronze to ANSI B16.18 with grooved ends designed to accept Victaulic couplings. Flaring of tube and fitting ends to IPS dimensions is not permitted.
- H. Copper tube couplings shall consist of two ASTM A536 ductile iron housings cast with offsetting, angle-pattern bolt pads coated with copper-colored enamel, a pressure-responsive synthetic rubber center-leg gasket with pipe stop to ensure proper groove engagement, alignment, and pipe insertion depth,, and plated steel bolts and nuts conforming to ASTM A183 or A449. Installation-Ready, for direct stab installation without field disassembly. Victaulic Style 607.
- I. Copper tube flange adapters shall be ASTM A536 ductile iron casting coated with copper-colored enamel, flat faced for direct connection to flanges with ANSI Class 125 and 150 bolt-hole patterns. Victaulic Style 641.

- J. Credit for the inherent flexibility of mechanical grooved pipe connections when used for expansion joints or flexible connectors may be allowed upon specific application by the Contractor. Three flexible couplings at first three connection points both upstream and downstream of pumps may be used in lieu of flexible connectors. Request for expansion joints shall be made in writing and shall include service, location, line size, proposed application and supporting calculations for the intended service.

2.04 FLOW SWITCHES

- A. Vane type water flow switch with metal enclosure, adjustable pneumatic retard and electrical characteristics compatible with alarm system. System Sensor WFD Series.

2.05 VALVES

- A. Manufacturer: Kennedy, Milwaukee, Nibco, Stockham, Victaulic (all grooved end valves), Viking, and Watts.
- B. BALL VALVES:
2" and smaller: Bronze, 2-piece, threaded, grooved, or sweat ends, standard port, blowout proof stem, chrome plated brass ball, glass reinforced or TFE seats, UL approved @ 250 psi or UL and FM approved @ 350 psi. Watts No. B-6000 UL or Victaulic FireLock® Series 728.
- C. SUPERVISORY/TAMPER SWITCHES:
For O S & Y valve or butterfly valve installations, UL/FM listed/approved, to monitor position of valve, tamper resistant cover screws, single or double SPDT switch contacts, corrosion resistant, for indoor or outdoor use, NEMA 4 & 6P enclosures.
- D. SPRING LOADED CHECK VALVES:
1. 2" and smaller: Bronze body, threaded ends, bronze trim, stainless steel spring, stainless steel center guide pin, 175 psig, Teflon seat unless only bronze available.
2. 2-1/2" and larger: Cast or ductile iron body, wafer or globe type, bronze trim, bronze or EPDM seat, stainless steel spring, stainless steel stem if stem is required, 175 psig.
3. 2-1/2" and larger: Ductile iron body, non-slam, silent type check valve with aluminum bronze or elastomer coated ductile iron disc, stainless steel spring and stem, PPS coated or welded-in nickel seat, grooved ends, 250 psig. Victaulic FireLock® Series 717 or 717R with riser check kit.
- E. DRAIN VALVES:
3/4" min. two or three piece bronze body ball valve; threaded ends, chrome plated bronze ball; glass filled Teflon seat; Teflon packing and threaded packing nut; blowout-proof stem; 400 psig WOG, with hose thread outlet and cap.
- F. DOUBLE CHECK VALVES:
1. Manufacturer: Beeco, Cla-Val, Conbraco, Febco, Watts, and Wilkinson.
2. ASSE 1015 double check backflow preventer with 2 independent spring loaded check valves, 2 isolation ball or gate valves with normally open tamper switch with double wire leads, 4 valved test ports. Constructed of bronze or epoxy coated cast iron or stainless steel body with bronze and plastic internal parts, stainless steel springs, silicone rubber valve discs, bronze seats, rated for 175 psig.
3. Provide detector type where required by Authority having jurisdiction.

2.06 FIRE DEPARTMENT CONNECTION

- A. Manufacturer: Badger-Powhatan, Croker, Elkhart Brass, J.W. Moon, Potter-Roemer, and W.D. ALLEN
- B. EXPOSED:
5" Storz or as directed by AHJ

PART 3 – EXECUTION

3.01 GENERAL

- A. Install pipe and fittings in accordance with reference standards, manufacturer's recommendations and recognized industry practices.
- B. All piping in areas with ceilings shall be concealed unless indicated otherwise.

3.02 PREPARATION

- A. Cut pipe ends square. Ream ends of piping to remove burrs. Clean scale and dirt from interior and exterior of each section of pipe and fitting prior to assembly.

3.03 ERECTION

- A. Install all piping parallel to building walls and ceilings and at heights which do not obstruct any portion of a window, doorway, stairway, or passageway. Where interferences develop in the field, offset or reroute piping as required to clear such interferences. Coordinate locations of fire protection piping with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. In all cases, consult drawings for exact location of pipe spaces, ceiling heights, ceiling grid layout, light fixtures and grilles before installing piping.
- B. Where copper or steel piping is embedded in masonry or concrete, provide protective sleeve covering of elastomeric pipe insulation.
- C. Provide 3/32" min. thickness steel nailing plates behind or on either side of piping where the possibility of penetration from nails or drywall screws exists.
- D. Maintain piping in clean condition internally during construction.
- E. Provide clearance for access to valves and piping specialties.
- F. Provide anchors, expansion joints, swing joints and/or expansion loops so that piping may expand and contract without damage to itself, equipment, or building.
- G. Install piping so that system can be drained. Where possible, slope to main drain valve. Slope dry pipe and preaction systems subject to freezing at minimum 1/4"/10' on mains and 1/2"/10' on branches. Where piping not susceptible to freezing cannot be fully drained, install nipple and cap for drainage of less than 5 gallons or ball valve with hose thread outlet and cap for drainage over 5 gallons. Pipe main drain valve to grade. Install auxiliary drains as required.
- H. Mitered ells, notched tees, and orange peel reducers are not acceptable. On threaded piping, bushings are not acceptable.
- I. Do not route piping within exterior walls.
- J. Do not route piping through transformer vaults or above transformers, panel boards, or switchboards, including the required service space for this equipment, unless the piping is serving this equipment.
- K. Install all valves and piping specialties, including items furnished by others, as specified and/or detailed. Provide access to valves and specialties for maintenance. Make connections to all equipment, fixtures and systems installed by others where same requires the piping services indicated in this section.

3.04 COPPER PIPE JOINTS

- A. Remove all slivers and burrs remaining from the cutting operation by reaming and filing both pipe surfaces. Clean fitting and tube with metal brush, emery cloth or sandpaper. Remove residue from the cleaning operation and assemble joint to socket stop. Apply flame to fitting until brazing alloy melts when placed at joint. Wipe excess alloy from joint.

3.05 WELDED PIPE JOINTS

- A. Make all welded joints by fusion welding in accordance with ASME Codes, ANSI B31, and State Codes where applicable. "Weldolets" and "Threadolets" may be used for branch takeoffs up to one-half (1/2) the diameter of the main.

3.06 THREADED PIPE JOINTS

- A. Use a thread lubricant or Teflon tape when making joints; no hard setting pipe thread cement or caulking will be allowed.

3.07 MECHANICAL GROOVED PIPE CONNECTIONS

- A. Use pipe factory grooved in accordance with the coupling manufacturer's (Victaulic) specifications or field grooved pipe in accordance with the same specifications using specially designed tools available for the application. Lubricate pipe and coupling gasket, align pipe, and secure joint in accordance with the coupling manufacturer's (Victaulic) specifications.
- B. The gasket style and elastomeric material (grade) shall be verified as suitable for the intended service as specified. Gaskets shall be supplied by Victaulic. Grooved end shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove for proper gasket sealing. A Victaulic factory trained field representative (direct employee) shall provide on-site training to contractor's field personnel in the proper use of grooving tools and installation of grooved piping products. Factory trained representative shall periodically review the product installation. Contractor shall remove and replace any improperly installed products.

3.08 UNIONS AND FLANGES

- A. Install a union, flange or grooved coupling combination at each connection to each piece of equipment and at other items which may require removal for maintenance, repair, or replacement. Where a valve is located at a piece of equipment, locate the flange or union or grooved coupling combination connections on the equipment side of the valve. Concealed unions, flanges or couplings are not acceptable.

3.09 PIPING SYSTEM LEAK TESTS

- A. Conduct pressure test with test medium of water. If leaks are found, repair the area with new materials and repeat the test; caulking will not be acceptable.
- B. Test piping in sections or entire system as required by sequence of construction. Do not conceal pipe until it has been successfully tested. If required for the additional pressure load under test, provide temporary restraints at fittings or expansion joints. Entire test must be witnessed by the Division's representative.
- C. Use clean water and remove air from the piping being tested where possible. Measure and record test pressure at the high point in the system.
- D. Test system at 200 psi for 2 hours showing no leakage. Where system design is in excess of 150 psig, test at a pressure 50 psig above system design pressure.
- E. All pressure tests are to be documented on NFPA Contractor's Material and Test Certificate forms.

3.10 INSTALLATION

- A. Install fire protection system components in accordance with NFPA rulings, listings and manufacturer's recommendations. Locate where accessible for servicing and replacement.
- B. Sprinkler Heads: Locate sprinkler heads maintaining minimum clearances from obstructions, ceilings and walls. Install sprinkler heads level in locations not subject to spray pattern interference. Provide fire sprinkler head installations below ductwork, soffits, etc. Install guards on sprinkler heads within mechanical rooms, boiler rooms, and gymnasiums.
- C. The sprinkler bulb protector must remain in place until the sprinkler is completely installed and before the system is placed in service. Remove bulb protectors carefully by hand after installation. Do not use any tools to remove bulb protectors. Do not install sprinklers that have been dropped, damaged, or show a visible loss of fluid. Never install sprinklers with cracked bulbs.
- D. Switches: Locate flow and pressure switches where indicated and where required to obtain specified zoning to isolate floors and major areas of floors. Provide valved test connection for flow switch adjacent to flow switch. Pipe to floor drain. Test flow switch to verify proper operation.
- E. Gauges: Provide a valved pressure gauge in main fire protection riser, at the top of each piping riser, at inlet and outlet of pump and elsewhere as indicated.
- F. Valves: Properly align piping before installation of valves. Do not support weight of piping system on valve ends. Mount valves in locations which allow access for operation, servicing and replacement. Install all valves with the stem in the upright or horizontal position. Valves installed with the stems down will not be accepted. Provide a riser shutoff valve and a capped hose thread drain valve at the bottom of each riser. Provide capped hose thread drain valves to allow draining of each portion of piping.
- G. Fire Department Connection: Mount on wall where indicated. Support from structure independent of piping. Locate between 2' to 3' above grade. Fill wall penetration with insulation and caulk exterior and interior face of wall opening weather tight.

END OF SECTION

SECTION 22 05 00

COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes information common to two or more technical plumbing specification sections or items that are of a general nature, not conveniently fitting into other technical sections. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Standards
Lead Free Requirements
Quality Assurance
Continuity of Existing Services
Protection of Finished Surfaces
Sleeves and Openings
Sealing and Fire Stopping
Codes
Certificates, Inspections, and Permits
Existing Buildings
Submittals
Record Drawings
Warranty

PART 2 - PRODUCTS

Access Panels and Doors and Valve Boxes
Identification
Bedding and Backfill
Sealing and Fire Stopping

PART 3 - EXECUTION

Demolition
Surface Restoration
Concrete Work
Cutting and Patching
Building Access
Coordination
Identification
Sleeves and Openings
Sealing and Fire Stopping

1.02 RELATED WORK

- A. This section applies to all Division 22 Sections of Plumbing.

1.03 STANDARDS

- A. Abbreviations of standards organizations referenced in this and other sections are as follows:

ABMA	American Boiler Manufacturers Association
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration Institute
ASME	American Society of Mechanical Engineers

ASPE	American society of Plumbing Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
CISPI	Cast Iron Soil Pipe Institute
CGA	Compressed Gas Association
CS	Commercial Standards, Products Standards Sections, Office of Engineering Standards Service, NBS
EPA	Environmental Protection Agency
FS	Federal Specifications, Superintendent of Documents, U.S. Government Printing Office
GAMA	Gas Appliance Manufacturers Association
IAPMO	International Association of Plumbing & Mechanical Officials
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
MCA	Mechanical Contractors Association
MICA	Midwest Insulation Contractors Association
MSS	Manufacturer's Standardization Society of the Valve & Fitting Industry, Inc.
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
PDI	Plumbing and Drainage Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association. Inc.
STI	Steel Tank Institute
UL	Underwriters Laboratories Inc.

Standards referenced in this section:

ACI 614	Recommended Practice for Measuring, Mixing and Placing of Concrete
ASTM D1557	Standard Test Method for Moisture-Density Relations of Soils
ASTM E814	Standard Test Method for Fire Tests of Through-Penetration Fire Stops
ASTM E84	Standard Test Method for Surface Burning Characteristics of Building Materials
DOT	Standard Specifications for Road and Bridge Construction, State of Wisconsin, Department of Transportation
UL1479	Fire Tests of Through-Penetration Firestops
UL723	Surface Burning Characteristics of Building Materials

1.04 LEAD FREE REQUIREMENTS

- A. All materials that contact potable water shall be lead free. Lead free refers to the wetted surface of pipe, fittings and fixtures in potable water systems that have a weighted average lead content $\leq 0.25\%$ per the Federal Safe Drinking Water Act as amended January 4th 2011 Section 1417.
- B. This requirement applies to all of the subsequent Plumbing Specification Sections and Plumbing Drawings and supersedes any part or model number that may conflict with this requirement.

1.05 QUALITY ASSURANCE

- A. All products and materials used are to be new, undamaged, clean and in good condition. Existing products and materials are not to be reused unless specifically indicated.
- B. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the Contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the intended performance from the system into which these items are placed.

1.06 CONTINUITY OF EXISTING SERVICES

- A. Do not interrupt or change existing services without prior written approval from the Owner's Project Representative. When interruption is required, coordinate scheduling of down-time with the Owner to minimize disruption to his activities. Unless specifically stated, all work involved in interrupting or changing existing services is to be done during normal working hours.

1.07 SEALING AND FIRE STOPPING

- A. Sealing and firestopping of sleeves/openings between piping, etc. and the sleeve or structural opening shall be the responsibility of the contractor whose work penetrates the opening. The contractor responsible shall hire individuals skilled in such work to do the sealing and fireproofing.

1.08 CODES

- A. Comply with requirements of Wisconsin Department of Safety and Professional Services (SPS).
- B. Comply with requirements of local or other governmental agencies having jurisdiction.

1.09 CERTIFICATES, INSPECTIONS, AND PERMITS

- A. Obtain and pay for all required State installation inspections, permits or recording fees for documents of other governmental agencies having jurisdiction except those provided by the Architect/Engineer in accordance with Wisconsin Department of Safety and Professional Services Section ILHR 350.12. Deliver originals of these certificates to the Owner's Project Representative. Include copies of the certificates in the Operating and Maintenance Instructions.

1.10 EXISTING BUILDINGS

- A. VISIT TO SITE
 1. Before submitting the proposal for this Division, the Contractor shall visit the site and shall satisfy himself as to the nature and location of his work and the general and local conditions. He shall have full knowledge of conditions relative to transportation, handling and storage of materials, availability of electrical power of all other facilities in the area which will have a bearing on the performance of his work and the contract for which he submits his proposal. Pay special attention to existing items to be reused and relocated.
 2. Existing Conditions
 - a. This Contractor shall field verify existing conditions related to the requirements of this Division prior to submission of bid. This includes field verification of existing actual installed systems, equipment, ductwork, piping, etc. to ascertain locations, sizes and quantities. These documents depict existing conditions based on the best information available but may not accurately represent the actual installed condition. In the event the plans and specification are not representative of the actual installed conditions, this Contractor shall notify Engineer immediately at which time an addendum will be issued for clarification. If an addendum is not issued due to the bid submission date, this Contractor shall include in bid all necessary modifications necessary to meet the intent of the plans and specifications.
 - b. If during the course of construction it is determined that the existing installed condition is not representative of the plans and specifications, this Contractor shall provide a written description identifying proposed modification and/or revisions to the system and/or design to meet the intent of the plans and specifications. No additional compensation shall be allowed.
 3. Failure by the Contractor to acquaint himself with all the available information shall not relieve him from any responsibility for performing his work properly.
 4. No additional compensation shall be allowed because of conditions that occur due to this Contractor's failure to become thoroughly familiar with the job site and other work, as previously described, for this project.
 5. Submission of a bid will be considered an acknowledgment on the part of the bidder of his site verification for this project.

6. This Contractor shall arrange and provide all necessary equipment required to rig, lift or move equipment into final location. All work and equipment shall strictly comply with applicable OSHA regulations.
- B. **DIMENSIONS AND LOCATIONS**
 1. Verify measurements at the building, check levels and grades and be responsible for grading, fitting, joining or adjusting of work to adjoining work by other Contractors.
 2. Before the work is installed, the Architects reserve the right to slightly change location of piping and equipment, etc., without additional pay to the Contractor.
 3. Plumbing drawings are based on the best information available. For areas being remodeled, work shown reflects information shown on as-built plumbing plans (where available) and field observation; it is not guaranteed 100% accurate. This Contractor shall field verify existing conditions and make necessary adjustments without extra costs to the project to suit actual needs. This shall include, but not be limited to, televising existing underground storm and/or sanitary building drain piping to determine location, elevation, and condition and x-raying floor slabs to determine the location of structural steel reinforcing and electrical conduit.

1.11 SUBMITTALS

- A. Shop drawing submittals are to be bound, labeled, contain the project manual cover page and a material index list page showing item designation, manufacturer and additional items supplied with the installation. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name and/or number, as indicated in the contract documents. Include wiring diagrams of electrically powered equipment. Electronic submittals may be acceptable.

1.12 OPERATING AND MAINTENANCE DATA

- A. Assemble material in three-ring or post binders, using an index at the front of each volume and tabs for each system or type of equipment. In addition to the data indicated in the General Requirements, include the following information:
 - Copies of all approved shop drawings.
 - Manufacturer's wiring diagrams for electrically powered equipment
 - Records of tests performed to certify compliance with system requirements
 - Certificates of inspection by regulatory agencies
 - Parts lists for fixtures, equipment, valves and specialties.
 - Valve schedules
 - Warranties
 - Additional information as indicated in the technical specification sections

1.13 RECORD DRAWINGS

- A. Refer to Division 01.
- B. Contractor shall provide Engineer with dimensional and graphic representation of all deviations from plans prior to concealment of piping. Failure to notify Engineer of deviations may result in removal and reinstallation of piping at Contractor's cost for compliance with plans and specifications.

PART 2 – PRODUCTS

2.01 IDENTIFICATION

- A. **STENCILS:**
Not less than 1 inch high letters/numbers for marking pipe and equipment.
- B. **ADHESIVE LABELS:**

Pressure-sensitive, adhesive backed, vinyl pipe markers with applicable labeling, 3/4" min. size for lettering and surrounding tape on both ends. With flow arrows on piping. Conforming to ANSI, ANSI and NFPA standards. Seton Opti-Code, or equal. Clean piping before application.

- C. **ENGRAVED NAMEPLATES:**
White letters on a black background, 1/16 inch thick plastic laminate, beveled edges, screw mounting, Setonply Style 2060 by Seton Name Plate Company or Emedolite Style EIP by EMED Co., or equal by W. H. Brady.
- D. **SNAP-AROUND PIPE MARKERS:**
One-piece, preformed, vinyl construction, snap-around or strap-around pipe markers with applicable labeling and flow direction arrows, 3/4" min. size for lettering. Provide nylon ties on each end of pipe markers. Equal to Seton Setmark.
- E. **VALVE TAGS:**
Round brass tags with 1/2 inch numbers, 1/4 inch system identification abbreviation, 1-1/4 inch minimum diameter, with brass jack chains or brass "S" hooks around the valve stem, available from EMED Co., Seton Name Plate Company, or W. H. Brady.
- F. **UNDERGROUND WARNING TAPE:**
Detectable underground warning tape, 5.0 mil overall thickness, 6" width, .0035" thick aluminum foil core with polyethylene jacket bonded to both sides. Color code tape and print caution along with name of buried service in bold letters on face of tape. Thor Enterprises Magnatek or equal by Carlton, MSI Marking Services, Seton.

2.02 SEALING AND FIRE STOPPING

- A. **NON-RATED PENETRATIONS:**
 - 1. At pipe penetrations of non-rated interior partitions, floors and exterior walls, use urethane caulk in annular space between pipe insulation and sleeve. For non-rated drywall, plaster or wood partitions where sleeve is not required use urethane caulk in annular space between pipe insulation and wall material

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Perform all demolition as indicated on the drawings and as required to accomplish new work. Where demolition work is to be performed adjacent to existing work that remains in an occupied area, construct temporary dust partition to minimize the amount of contamination of the occupied space. Where pipe is removed and not reconnected with new work, cap ends of existing services as if they were new work. Coordinate work with the Owner to minimize disruption to the existing building occupants.
- B. All pipe, fixtures, equipment, wiring and associated conduit, insulation and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor except as specifically noted otherwise. All designated equipment is to be turned over to the user agency for their use at a place and time so designated. Maintain the condition of material and/or equipment that is indicated to be reused equal to that existing before work began.

3.02 SURFACE RESTORATION

- A. Completely restore the surface of all disturbed areas to a like condition of the surface prior to the work. Level off all waste disposal areas and clean up all areas used for the storage of materials or the temporary deposit of excavated earth. Remove all surplus material, tools and equipment.

3.03 COORDINATION

- A. Coordinate all work with other contractors and field conditions prior to installation. Any work that is not coordinated and that interferes with other contractor's work shall be removed or relocated at the installing contractor's expense.
 - 1. Prefabrication of piping shall be done at Contractor's risk. Extra compensation for modifications to prefabricated piping shall not be permitted.
- B. Verify that all devices are compatible for the type of construction and surfaces on which they will be used.

3.04 IDENTIFICATION

- A. Identify interior piping with snap around pipe markers not less than once every 30 feet, not less than once in each room, adjacent to each access door or panel, and on both sides of the partition where accessible piping passes through walls or floors. Place flow directional arrows at each pipe identification location.
- B. Identify valves with brass tags bearing a system identification and a valve sequence number. Valve tags are not required at a terminal device unless the valves are greater than ten feet from the device, located in another room or not visible from device. Provide a typewritten valve schedule and pipe identification schedule indicating the valve number and the equipment or areas supplied by each valve and the symbols used for pipe identification; locate schedules in mechanical room and in each Operating and Maintenance manual. Schedule in mechanical room to be framed under clear plastic.

3.05 SEALING AND FIRE STOPPING

- B. NON-RATED PARTITIONS:
 - 1. At all interior partitions and exterior walls, pipe penetrations are required to be sealed. Apply sealant to both sides of the penetration in such a manner that the annular space between the pipe sleeve or cored opening and the pipe or insulation is completely blocked.

END OF SECTION

SECTION 22 05 23

GENERAL DUTY VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes valve specifications for all Plumbing systems except where indicated under Related Work. Included are the following topics:

PART 1 - GENERAL

Scope

Related Work

Reference

Quality Assurance

Submittals

Design Criteria

PART 2 - PRODUCTS

Water System Valves

Ball Valves

PART 3 - EXECUTION

General

Shut-off Valves

1.02 RELATED WORK

Section 22 05 00 Common Work Results for Plumbing

1.03 LEAD FREE REQUIREMENTS

- A. All materials that contact potable water shall be lead free. Lead free refers to the wetted surface of pipe, fittings and fixtures in potable water systems that have a weighted average lead content $\leq 0.25\%$ per the Federal Safe Drinking Water Act as amended January 4, 2011 Section 1417.

1.04 SUBMITTALS

- A. Schedule of all valves indicating type of service, dimensions, materials of construction, and pressure/temperature ratings for all valves to be used on the project. Temperature ratings specified are for continuous operation.

1.05 DESIGN CRITERIA

ANSI Z21.22 Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems

ASSE 1003 Water Pressure Reducing Valves for Domestic Water Supply Systems

- A. Where valve types (ball, butterfly, etc.) are specified for individual plumbing services (i.e. domestic water, gas, etc.), each valve type shall be of the same manufacturer unless prior written approval is obtained from the Owner.
- B. Valves to be line size unless specifically noted otherwise.
- C. Valves shall be manufactured in the United States of America, (USA).

PART 2 - PRODUCTS

2.01 WATER SYSTEM VALVES

19-1011.26

22 05 23 - 1

General Duty Valves For Plumbing
Piping

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- A. All water system valves to be rated at not less than 125 water working pressure at 240°F unless noted otherwise.
- B. BALL VALVES
 - 1. 3" and smaller: Two piece bronze body; full port, sweat threaded or ASTM F1960 joint connection ends, stainless steel ball and stem; glass filled Teflon seat; Teflon packing and threaded packing nut; blowout-proof stem; 600 psig CWP. Provide valve stem extensions for valves installed in all piping with insulation. NIBCO T/S-585-66-LF-NS or T/S-585HP-66-LS-NS, Apollo, Milwaukee, Jomar T-200 Series.

PART 3 - EXECUTION

3.01 GENERAL

- A. Properly align piping before installation of valves. Install and test valves in strict accordance with valve manufacturer's installation recommendations. Do not support weight of piping system on valve ends.
- B. Mount valves in locations which allow access for operation, servicing and replacement.
- C. Provide valve handle extensions for all valves installed in insulated piping.
- D. Install all valves with the stem in the upright or horizontal position. If possible, install butterfly valves with the stem in the horizontal position. Valves installed with the stems down will not be accepted.
- E. Prior to flushing of piping systems, place all valves in the full-open position.

3.02 SHUT-OFF VALVES

- A. Install shut-off valves at each piece of equipment, at each branch take-off from mains for isolation or repair and elsewhere as indicated.

END OF SECTION

SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING & EQUIPMENT

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes specifications for supports of all plumbing equipment and materials as well as piping system anchors. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Reference
Reference Standards
Quality Assurance
Description
Shop Drawings
Design Criteria

PART 2 - PRODUCTS

Manufacturers
Structural Supports
Pipe Hangers and Supports
Pipe Hanger Rods
Beam Clamps

PART 3 - EXECUTION

Installation
Hanger and Support Spacing

1.02 DESCRIPTION

- A. Provide all supporting devices as required for the installation of mechanical equipment and materials. All supports and installation procedures are to conform to the latest requirements of the ANSI Code for building piping.
- B. Do not hang any mechanical item directly from a metal deck or run piping so it rests on the bottom chord of any truss or joist.
- C. Fasteners depending on soft lead for holding power or requiring powder actuation will not be accepted.
- D. Support apparatus and material under all conditions of operation, variations in installed and operating weight of equipment and piping, to prevent excess stress, and allow for proper expansion and contraction and vibration control.
- E. Protect insulation at all hanger points; see Related Work above.
- F. For piping hung from open-web steel joists, the following is required:
1. All hung equipment shall be supported within 3" of the structural joist panel points or this contractor shall provide joist stiffeners as indicated on the structural plans.
 2. For 6" diameter or larger pipes, or combinations of pipes with a load equal to or greater than a 6" diameter.
 - a. If the pipe runs parallel to joists, locate the pipe midway between and support equally off of two joists. Locate supports at joist panel points at maximum spacing of 8'-0" on center.
 - b. If the pipe runs perpendicular to joists, provide supports at 10' to 12' on center maximum spacing.

1.03 SHOP DRAWINGS

- A. Schedule of all hanger and support devices indicating attachment methods and type of device for each pipe size and type of service.

1.04 DESIGN CRITERIA

- A. Materials and application of pipe hangers and supports shall be in accordance with MSS Standard Practice SP-58 and SP-69 unless noted otherwise.
- B. Piping connected to pumps, compressors, or other rotating or reciprocating equipment is to have vibration isolation supports for a minimum distance of one hundred pipe diameters or three supports away from the equipment, whichever is greater. Vibration of piping systems shall not be permitted. Adjust extent of vibration isolators as necessary. Standard pipe hangers/supports as specified in this section are required beyond the 100 pipe diameter/3 support distance.
- C. Conform to Specification Section 05 05 30, "Post Installed Anchors in Concrete and Masonry (CMU)" for connections of hangers and supports to the structure.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. B-Line, Anvil, Pate, Piping Technology, Roof Products & Systems or approved equal.

2.02 PIPE HANGERS AND SUPPORTS

- A. HANGERS FOR PIPE SIZES 1/2" THROUGH 2":
Carbon steel, adjustable swivel ring. B-Line B3170NF, Anvil 69 or 70. Carbon steel, adjustable clevis, standard. B-Line B3100, Anvil 260.
- B. HANGERS FOR PIPE SIZES 2" AND LARGER:
Carbon steel, adjustable clevis, standard. B-Line B3100, Anvil 260.
- C. MULTIPLE OR TRAPEZE HANGERS:
Steel channels with welded spacers and hanger rods.
- D. WALL SUPPORT:
Carbon steel welded bracket with hanger. B-Line 3068 Series, Anvil 194 Series.
 - 1. Perforated, epoxy painted finish, 16-12 gauge, min., steel channels securely anchored to wall structure, with interlocking, split-type, bolt secured, galvanized pipe/tubing clamps. B-Line type S channel with B-2000 series clamps, Anvil type PS 200 H with PS 1200 clamps. When copper piping is being supported, provide flexible elastomeric/thermoplastic isolation cushion material to completely encircle the piping and avoid contact with the channel or clamp, equal to B-Line B1999 Vibra Cushion or provide manufacturers clamp and cushion assemblies, B-Line BVT series, Anvil PS 1400 series.All supports, clamps, etc. directly connected to glass piping shall be fully lined with 1/4" neoprene padding.

2.03 PIPE HANGER RODS

- A. STEEL HANGER RODS:
Threaded both ends, threaded one end, or continuous threaded, complete with adjusting and lock nuts.
- B. Size rods for individual hangers and trapeze support as indicated in the following schedule.
- C. Total weight of equipment, including valves, fittings, pipe, pipe content, and insulation, are not to exceed the limits indicated.

Maximum Load (Lbs.) (650°F Maximum Temperature)	Rod Diameter (Inches)
610	3/8
1130	1/2
1810	5/8
2710	3/4

2.04 BEAM CLAMPS

- A. MSS SP-69 Types 19 & 23 malleable black iron clamp for attachment to beam flange to 0.62 inches thick with a retaining ring and threaded rod of 3/8, 1/2, and 5/8 inch diameter. Furnish with a hardened steel cup point set screw. B-Line B3036L/B3034, Anvil 86/92.
- B. MSS SP-69 Type 28 or Type 29 forged steel jaw type clamp with a tie rod to lock clamp in place, suitable for rod sizes to 1-1/2 inch diameter. B-Line B3054, Anvil 228.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Size, apply and install supports and anchors in compliance with manufacturer's recommendations.
- B. Install supports to provide for free expansion of the piping system. Support all piping from the structure using concrete inserts, beam clamps, ceiling plates, wall brackets, or floor stands. Fasten ceiling plates and wall brackets securely to the structure and test to demonstrate the adequacy of the fastening.
- C. Coordinate hanger and support installation to properly group piping of all trades.
- D. Where piping can be conveniently grouped to allow the use of trapeze type supports, use standard structural shapes or continuous insert channels for the supporting steel. Where continuous insert channels are used, pipe supporting devices made specifically for use with the channels may be substituted for the specified supporting devices provided that similar types are used and all data is submitted for prior approval.
- E. Size and install hangers and supports, except for riser clamps, for installation on the exterior of piping insulation.
- F. Perform welding in accordance with standards of the American Welding Society.

3.02 HANGER AND SUPPORT SPACING

- A. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
- B. Place a hanger within 12 inches of each horizontal elbow, valve, strainer, or similar piping specialty item.
- C. Use hangers with 1-1/2 inch minimum vertical adjustment.
- D. Where several pipes can be installed in parallel and at the same elevation, provide multiple or trapeze hangers.
- E. Support riser piping independently of connected horizontal piping.
- F. Adjust hangers to obtain the slope specified in the piping section of these specifications.

Space hangers for pipe as follows:

Pipe Material	Pipe Size	Maximum Horizontal Spacing	Maximum Vertical Spacing
Cast Iron	2" and Larger	5'-0"	15'-0"
Copper	1/2" through 3/4"	5'-0"	10'-0"
Copper	1" through 1-1/4"	6'-0"	10'-0"
Copper	1-1/2" through 2-1/2"	8'-0"	10'-0"

END OF SECTION

SECTION 22 07 00

PLUMBING INSULATION

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes insulation specifications for plumbing piping and equipment. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Reference
Reference Standards
Quality Assurance
Description
Definitions
Shop Drawings
Operation and Maintenance Data

PART 2 - PRODUCTS

Materials
Insulation and Jackets
Insulation Inserts and Pipe Shields
Accessories

PART 3 - EXECUTION

Installation
Piping, Valve and Fitting Insulation
Equipment Insulation

1.02 RELATED WORK

Section 22 05 00 Common Work Results for Plumbing
Section 22 11 00 Facility Water Distribution

1.03 REFERENCE STANDARDS

ASTM B209	Aluminum and Aluminum Alloy Sheet and Plate
ASTM C165	Test Method for Compressive Properties of Thermal Insulations
ASTM C177	Heat Flux and Thermal Transmission Properties
ASTM C195	Mineral Fiber Thermal Insulation Cement
ASTM C240	Cellular Glass Insulation Block
ASTM C302	Density of Preformed Pipe Insulation
ASTM C303	Density of Preformed Block Insulation
ASTM C449	Mineral Fiber Hydraulic Setting Thermal Insulation Cement
ASTM C518	Heat Flux and Thermal Transmission Properties
ASTM C533	Calcium Silicate Block and Pipe Thermal Insulation
ASTM C534	Preformed Flexible Elastomeric Thermal Insulation
ASTM C547	Mineral Fiber Preformed Pipe Insulation
ASTM C552	Cellular Glass Block and Pipe Thermal Insulation
ASTM C553	Mineral Fiber Blanket and Felt Insulation
ASTM C578	Preformed, Block Type Cellular Polystyrene Thermal Insulation
ASTM C591	Preformed Rigid Cellular Polyurethane Thermal Insulation
ASTM C610	Expanded Perlite Block and Thermal Pipe Insulation
ASTM C612	Mineral Fiber Block and Board Thermal Insulation
ASTM C921	Properties of Jacketing Materials for Thermal Insulation
ASTM C1136	Flexible Low Permeance Vapor Retarders for Thermal Insulation
ASTM E84	Surface Burning Characteristics of Building Materials
MICA	National Commercial & Industrial Insulation Standards

1.04 DESCRIPTION

- A. Furnish and install all insulating materials and accessories as specified or as required for a complete installation. The following types of insulation are specified in this section:
- Pipe Insulation
 - Equipment Insulation
- B. Install all insulation in accordance with the latest edition of MICA (Midwest Insulation Contractors Association) Standard and manufacturer's installation instructions. Exceptions to these standards will only be accepted where specifically modified in these specifications, or where prior written approval has been obtained from the DFD Project Representative.

1.05 SHOP DRAWINGS

- A. Submit a schedule of all insulating materials to be used on the project, including adhesives, fastening methods, fitting materials along with material safety data sheets and intended use of each material. Include manufacturer's technical data sheets indicating density, thermal characteristics, jacket type, and manufacturer's installation instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials or accessories containing asbestos will not be accepted.
- B. Use composite insulation systems (insulation, jackets, sealants, mastics, and adhesives) that have a flame spread rating of 25 or less and smoke developed rating of 50 or less, with the following exception:
1. Insulation which is not located in an air plenum may have a flame spread rating not over 25 and a smoke developed rating no higher than 150.

2.02 INSULATION AND JACKETS

- A. Manufacturers: Armstrong, Certainteed Manson, Childers, Dow, Extol, Halstead, H.B. Fuller, Imcoa, Knauf, Owens-Corning, Pittsburgh Corning, Rubatex, Johns-Mansville, or approved equal.
- B. Insulating materials shall be fire retardant, moisture and mildew resistant, and vermin proof. Insulation shall be suitable to receive jackets, adhesives and coatings as indicated.
- C. RIGID FIBERGLASS INSULATION:
1. Minimum nominal density of 3 lbs. per cu. ft., and thermal conductivity of not more than 0.23 at 75 degrees F, minimum compressive strength of 25 PSF at 10% deformation, rated for service to 450 degrees F.
 2. White kraft reinforced foil vapor barrier all service jacket, factory applied to insulation with a self-sealing pressure sensitive adhesive lap, maximum permeance of .02 perms and minimum beach puncture resistance of 50 units.
- D. SEMI-RIGID FIBERGLASS INSULATION:
1. Minimum nominal density of 3 lbs. per cu. ft., thermal conductivity of not more than 0.28 at 75 degrees F, minimum compressive strength of 125 PSF at 10% deformation, rated for service to 450 degrees F. Insulation fibers perpendicular to jacket and scored for wrapping cylindrical surfaces.
 2. White kraft reinforced foil vapor barrier all service jacket, factory applied to insulation with a maximum permeance of .02 perms and minimum beach puncture resistance of 50 units.

2.03 INSULATION INSERTS AND PIPE SHIELDS

- A. Manufacturers: B-Line, Pipe Shields, Value Engineered Products
- B. Construct inserts with calcium silicate, minimum 140 psi compressive strength. Piping 12" and larger, supplement with high density 600 psi structural calcium silicate insert. Provide galvanized steel shield. Insert and shield to be minimum 180 degree coverage on bottom of supported piping and full 360 degree coverage on clamped piping. On roller mounted piping and piping designed to slide on support, provide additional load distribution steel plate.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install insulation, jackets and accessories in accordance with manufacturer's instructions and under ambient temperatures and conditions recommended by manufacturer. Surfaces to be insulated must be clean and dry.
- B. Do not insulate systems or equipment which are specified to be pressure tested or inspected, until testing, inspection and any necessary repairs have been successfully completed.
- C. Install insulation with smooth and even surfaces. Poorly fitted joints or use of filler in voids will not be accepted. Cover and seal exposed fiberglass insulation when insulation is terminated, no raw fiberglass insulation is allowed. Provide neat and coated terminations at all nameplates, uninsulated fittings, or at other locations where insulation terminates. Install with longitudinal joints facing wall or ceiling.
- D. Install fabric reinforcing without wrinkles. Overlap seams a minimum of 2 inches.
- E. Use full-length material (as delivered from manufacturer) wherever possible. Scrap piecing of insulation or pieces cut undersize and stretched to fit will not be accepted.
- F. Insulation shall be continuous through sleeves and openings. Vapor barriers shall be maintained continuous through all penetrations.

3.02 PIPING, VALVE, AND FITTING INSULATION

- A. GENERAL:
 - 1. Install insulation with butt joints and longitudinal seams closed tightly. Provide minimum 2" lap on jacket seams and 2" tape on butt joints, firmly cemented with lap adhesive. Additionally secure with staples along seams and butt joints. Coat staples with vapor barrier mastic on systems requiring vapor barrier.
 - 2. Water supply piping insulation shall be continuous throughout the building and installed adjacent to and within building walls to a point directly behind the fixture that is being supplied.
 - 3. Install insulation continuous through pipe hangers and supports with hangers and supports on the exterior of insulation. Where a vapor barrier is not required, hangers and supports may be attached directly to piping with insulation completely covering hanger or support and jacket sealed at support rod penetration. Where riser clamps are required to be attached directly to piping requiring vapor barrier, extend insulation and vapor barrier jacketing/coating around riser clamp.
- B. INSULATION INSERTS AND PIPE SHIELDS:
Provide insulation inserts and pipe shields at all hanger and support locations. Inserts may be omitted on 3/4" and smaller copper piping provided 12" long 22 gauge pipe shields are used.
- C. FITTINGS AND VALVES:
Fittings, valves, unions, flanges, couplings and specialties may be insulated with factory molded or built up insulation of the same thickness as adjoining insulation. Cover insulation with fabric reinforcing and mastic or where temperatures do not exceed 150 degrees, PVC fitting covers.

Secure PVC fitting covers with tack fasteners and 1-1/2" band of mastic over ends, throat, seams or penetrations. On systems requiring vapor barrier, use vapor barrier mastic.

H. PIPE INSULATION SCHEDULE:

Provide insulation on new and existing remodeled piping as indicated in the following schedule:

<u>Service</u>	<u>Insulation Types</u>	Insulation Thickness By Pipe Size				
		<u>1" & Smaller</u>	<u>1-1/4" to 2"</u>	<u>2-1/2" to 3"</u>	<u>4" to 6"</u>	<u>8" & Larger</u>
Cold Water	Rigid Glass Fiber	1/2"	1/2"	1"	1"	1"

END OF SECTION

SECTION 22 11 00

FACILITY WATER DISTRIBUTION

PART 1 – GENERAL

1.01 SCOPE

- A. This section contains specifications for plumbing pipe and pipe fittings for this project. Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Reference
Reference Standards
Shop Drawings
Quality Assurance
Delivery, Storage, and Handling
Design Criteria
Welder Qualifications

PART 2 - PRODUCTS

Domestic Water
Dielectric Unions and Flanges
Unions and Flanges
Mechanical Grooved Pipe Connections

PART 3 - EXECUTION

General
Preparation
Erection
Copper Pipe Joints
Threaded Pipe Joints
Mechanical Joint Pipe Connections
Push-On Gasketed Pipe Connections
Mechanical Grooved Pipe Connections
Domestic Water
Flushing and Disinfection of Potable Water Systems
Underground Pipe Wrap
Dielectric Unions and Flanges
Unions and Flanges
Piping System Leak Tests

1.02 RELATED WORK

Section 22 05 29 Hangers and Supports for Plumbing Piping and Equipment

1.03 REFERENCE STANDARDS

ANSI B16.22	Wrought Copper and Wrought Copper Alloy Solder Joint Pressure Fittings
ANSI B16.29	Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings – DWV
ANSI B16.3	Malleable Iron Threaded Fittings
ANSI B16.4	Cast Iron Threaded Fittings
ANSI B16.5	Pipe Flanges and Flanged Fittings
ASTM A105	Forgings, Carbon Steel, for Piping Components
ASTM A126	Gray Cast Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A234	Pipe Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures
ASTM A53	Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless
ASTM A536	Ductile Iron Castings
ASTM B280	Seamless Copper Tube for Air Conditioning and Refrigeration Field Service
ASTM B32	Solder Metal

ASTM B813	Liquid and Paste Fluxes for Soldering Applications of Copper and Copper Alloy Tube
ASTM B88	Seamless Copper Water Tube
ASTM D1785	Poly Vinyl Chloride (PVC) Plastic Pipe
ASTM F1960	Standard Specification for Cold Expansion Fittings with PEX Reinforcing Rings for Use with Crosslinked Polyethylene (PEX) Tubing.
ASTM 2023	Standard Test Method for Evaluating the Oxidative Resistance of Crosslinked Polyethylene (PEX) Pipe, Tubing and Systems to Hot
ASTM D2241	Poly Vinyl Chloride (PVC) Pressure-Rated Pipe (SDR Series)
ASTM D2464	Threaded Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2466	Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D2513	Thermoplastic Gas Pressure Pipe, Tubing, and Fittings
ASTM D2564	Solvent Cements for Poly Vinyl Chloride (PVC) Plastic Pipe and Fittings
ASTM D2657	Heat Fusion Joining of Polyolefin Pipe and Fittings
ASTM D2774	Recommended Practice for Underground Installation of Thermoplastic Pressure Piping
ASTM D2846	Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe and Fittings, SDR 11
ASTM D2855	Making Solvent Cemented Joints with Poly Vinyl Chloride (PVC) Pipe and Fittings
ASTM D3139	Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM D3222	Unmodified Poly Vinylidene Fluoride (PVDF) Molding Extrusion and Coating Materials
ASTM D4101	Propylene Plastic Injection and Extrusion Materials
ASTM E84	Standard Test Method for Surface Burning Characteristics of Building Materials
ASTM E119	Standard Test Methods for Fire Tests of Building Construction and Materials
ASTM F1476	Performance of Gasketed Mechanical Couplings for Use in Piping Applications
ASTM F2389	Standard Specification for Pressure-rated Polypropylene (PP) Piping Systems
ASTM F437	Threaded Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe Fittings, Schedule 80
ASTM F438	Socket Type Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe Fittings, Schedule 40
ASTM F441	Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe, Schedules 40 and 80
ASTM F493	Solvent Cements for Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe and Fittings
ASTM F656	Primers for Use in Solvent Cement Joints of Poly Vinyl Chloride (PVC) Plastic Pipe and Fittings
ASTM F876	Standard Specification for Crosslinked Polyethylene (PEX) Tubing.
ASTM F877	Standard Specification for Crosslinked Polyethylene (PEX) Plastic Hot- and Cold-Water Distribution Systems.
ASME B16.5	Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 12 Metric/Inch Standard.
AWS A5.8	Brazing Filler Metal
AWWA C104	Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water
AWWA C105	Polyethylene Encasement for Ductile Iron Piping for Water
AWWA C110	Ductile Iron and Gray Iron Fittings, 3 In. Through 48 In., for Water and Other Liquids
AWWA C111	Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings
AWWA C151	Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water or Other Liquids
AWWA C153	Ductile Iron Compact Fittings, 3 In. Through 48 In., for Water and Other Liquids
AWWA C600	Installation of Ductile Iron Water Mains and Their Appurtenances
AWWA C606	Grooved and Shouldered Joints
AWWA C651	Disinfecting Water Mains
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In., for Water Distribution
CGA G-4.1	Equipment Cleaned for Oxygen Service
CGA G-4.4	Industrial Practices for Gaseous Oxygen Transmission and Distribution Piping Systems
CGA G-6.1	Standard for Low Pressure Carbon Dioxide Systems at Consumer Sites
CGA G-8.1	Standard for Nitrous Oxide Systems at Consumer Sites
CGA P-2.1	Standards for Medical-Surgical Vacuum Systems in Health Care Facilities
NFPA 50	Bulk Oxygen Systems at Consumers Sites
NFPA 54	National Fuel Gas Code
NFPA 99	Health Care Facilities

1.04 SHOP DRAWINGS

- A. Schedule from the contractor indicating the ASTM, AWWA or CISPI specification number of the pipe being proposed along with its type and grade if known at the time of submittal, and sufficient information to indicate the type and rating of fittings for each service.

- B. Statement from manufacturer on his letterhead that pipe furnished meets the ASTM, AWWA or CISPI specification contained in this section.
- C. Grooved joint couplings and fittings shall be shown on product submittals, and shall be specifically identified with the applicable style or series designation.

1.05 QUALITY ASSURANCE

- A. Order all copper, cast iron, steel, CPVC, PVC and polyethylene pipe with each length marked with the name or trademark of the manufacturer and type of pipe; with each shipping unit marked with the purchase order number, metal or alloy designation, temper, size, and name of supplier. All piping shall be manufactured in the United States of America (USA).
- B. All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.
- C. All castings used for coupling housings, fittings, valve bodies, etc., shall be date stamped for quality assurance and traceability.
- D. Any installed material not meeting the specification requirements must be replaced with material that meets these specifications without additional cost to the Owner.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Promptly inspect shipments to insure that the material is undamaged and complies with specifications.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Cover pipe to prevent corrosion or deterioration while allowing sufficient ventilation to avoid condensation. Do not store materials directly on grade. Protect pipe, tube, and fitting ends so they are not damaged. Where end caps are provided or specified, take precautions so the caps remain in place. Protect fittings, flanges, and unions by storage inside or by durable, waterproof, above ground packaging.
- D. Offsite storage agreements will not relieve the contractor from using proper storage techniques.
- E. Storage and protection methods must allow inspection to verify products.

1.07 DESIGN CRITERIA

- A. Use only new material, free of defects, rust and scale, and meeting the latest revision of ASTM, AWWA or CISPI specifications as listed in this specification.
- B. Construct all piping for the highest pressures and temperatures in the respective system.
- C. Where weld fittings or mechanical grooved fittings are used, use only long radius elbows having a centerline radius of 1.5 pipe diameters.
- D. Where ASTM A53 type F pipe is specified, grade A type E or S, or grade B type E or S may be substituted at Contractor's option. Where the grade or type is not specified, Contractor may choose from those commercially available.
- E. Where ASTM B88, type L H (drawn) temper copper tubing is specified, ASTM B88, type K H (drawn) temper copper tubing may be substituted at Contractor's option.

PART 2 – PRODUCTS

2.01 DOMESTIC WATER

- A. ABOVE GROUND
 - 1. Type L copper water tube, H (drawn) temper, ASTM B88; wrought copper pressure fittings, ANSI B16.22; lead free (<.2%) solder, ASTM B32; flux, ASTM B813; copper phosphorous brazing alloy, AWS A5.8 BCuP.
 - a. Copper mechanical grooved fittings and couplings on roll grooved pipe may be used in lieu of soldered fittings.
- C. BELOW GROUND 3" AND LARGER
 - 1. Ductile iron pipe, mechanical or push on joint, thickness Class 52, AWWA C151; with standard thickness cement mortar lining, AWWA C104; ductile iron or gray iron mechanical joint cement mortar lined fittings, Class 250, AWWA C110; ductile iron mechanical joint compact fittings, Class 350, AWWA C153; rubber gasket joints with non-toxic gasket lubricant, AWWA C111. Provide 8 mil tube or sheet polyethylene encasement of iron pipe and pipe fittings, AWWA C105.
 - 2. PVC pressure pipe, DR 18, Class 150, AWWA C900 and C905; with integral bell and elastomeric gaskets, ASTM D3139. Fittings and fitting polyethylene encasement to be same as noted above for ductile iron.
 - 3. Underground to interior building entrance piping 3" and larger to be ductile iron as specified above with factory threaded and machined flanges.
 - 4. PP-RCT cold potable pipe: SDR 7.4, 9 or 11 with socket-fusion type fittings up to 4 inch (125 mm) and butt fusion type connections for 6 inch (160 mm) and larger.
 - 5. PP-RCT hot potable pipe: SDR 7.4, 9 or 11 with socket-fusion type fittings up to 4 inch (125 mm) and butt fusion type connections for 6 inch (160 mm) and larger.
 - 6. Corzan CPVC (IPS Sch. 80); socket fittings and solvent welded joints.

2.02 MECHANICAL GROOVED PIPE CONNECTIONS

- A. Mechanical grooved pipe couplings and fittings, ASTM F1476, as manufactured by Victaulic may be used with roll groove stainless steel, cut groove ductile iron pipe or roll groove copper pipe where noted. Mechanical grooved components and assemblies to be rated for minimum 250 psi working pressure.
- B. All mechanical grooved pipe material including gaskets, couplings, fittings, flange adapters, and tools to be from the same manufacturer.
- C. Couplings consist of two ductile iron ASTM A536 housings with painted finish. Reducing couplings are not acceptable.
 - 1. Steel Pipe:
 - a. Rigid Type: Housing shall be cast with offsetting angle pattern bolt pads to provide rigidity and system support and hanging in accordance with ANSI B31.1 and B31.9.
 - 1) 2" through 6": Installation Ready, for direct stab installation without field disassembly. Victaulic Style 107.
 - 2) Victaulic Zero Flex Style 07
 - b. Flexible Type: For use in locations where vibration attenuation and stress relief are required. Three flexible couplings may be used in lieu of a flexible connector. The couplings shall be placed in close proximity to the source of the vibration. Victaulic Style 77.
 - 2. Copper Tube: Housings shall be cast with offsetting angle pattern bolt pads to provide rigidity, manufactured to copper tube dimensions. (Flaring of tube or fitting ends to accommodate alternate sized couplings is not allowed). Victaulic Style 606.
 - 3. Ductile Iron (AWWA) Pipe: Victaulic Style 31.
 - a. For transition between IPS steel and AWWA ductile iron pipe sizes, with housings cast with offsetting angle pattern bolt pads to provide rigidity. Victaulic Style 307.
- D. Fittings used on ductile iron pipe to be cement mortar lined ductile iron with coal tar coating, ASTM A536; conforming to requirements of AWWA C110/C153 and AWWA C606. Fittings used on copper tube to be copper tube dimensioned wrought copper ANSI B16.22 or cast bronze ASNI

B16.18. Fittings used on stainless steel shall be ASTM A403 or factory fabricated ASTM A312.

- E. Gaskets to be EPDM, ASTM D2000. Gaskets for hot water systems and dry pipe systems to be flush seal design. Heat treated carbon track bolts and nuts, ASTM A183, with zinc electroplated finish ASTM B633, or stainless steel ASTM F593.
 - 1. Gaskets used on potable water systems shall be UL classified in accordance with ANSI/NSF-61 for potable water service.
- F. Flange adapters to be ductile iron, ASTM A536; except at lug type butterfly valves where standard threaded flanges shall be used. Victaulic Style 741 (steel pipe), 341 (AWWA ductile iron pipe) or 641 (copper tubing).
- G. Credit for the inherent flexibility of mechanical grooved pipe connections when used for expansion joints or flexible connectors may be allowed upon specific application by the Contractor and in accordance with the coupling manufacturer's recommendations. Three flexible couplings at first three connection points both upstream and downstream of pumps may be used in lieu of flexible connectors. Request for expansion joints shall be made in writing and shall include service, location, line size, proposed application and supporting calculations for the intended service.

PART 3 – EXECUTION

3.01 GENERAL

- A. Install pipe and fittings in accordance with reference standards, manufacturer's recommendations and recognized industry practices.

3.02 PREPARATION

- A. Cut pipe ends square. Ream ends of piping to remove burrs. Clean scale and dirt from interior and exterior of each section of pipe and fitting prior to assembly.

3.03 ERECTION

- A. Install all piping parallel to building walls and ceilings and at heights which do not obstruct any portion of a window, doorway, stairway, or passageway. Where interferences develop in the field, offset or reroute piping as required clearing such interferences. Coordinate locations of plumbing piping with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. In all cases, consult drawings for exact location of pipe spaces, ceiling heights, door and window openings, or other architectural details before installing piping. All piping shall be concealed in areas with ceilings.
- B. Where copper or steel piping is embedded in masonry or concrete, provide protective sleeve covering of elastomeric pipe insulation.
- C. Install underground warning tape 6"-12" below finished grade above all exterior below ground piping. Where existing underground warning tape is encountered, repair and replace.
- D. Maintain piping in clean condition internally during construction.
- E. Provide clearance for installation of insulation, access to valves and piping specialties.
- F. Provide anchors, expansion joints, swing joints and/or expansion loops so that piping may expand and contract without damage to itself, equipment, or building.
 - 1. For water systems, use adequate numbers of Victaulic Style 77 flexible couplings in header piping to accommodate thermal growth and contraction, and for the elimination of expansion loops. (In accordance with Victaulic instructions and as approved by the Engineer). Where expansion loops are required, use Victaulic Style 77 couplings on the loops.

- G. Do not route piping through transformer vaults or above transformers, panelboards, or switchboards, including the required service space for this equipment, unless the piping is serving this equipment
- H. Install all valves and piping specialties, including items furnished by others, as specified and/or detailed. Provide access to valves and specialties for maintenance. Make connections to all equipment, fixtures and systems installed by others where same requires the piping services indicated in this section.

3.04 COPPER PIPE JOINTS

- A. Remove all slivers and burrs remaining from the cutting operation by reaming and filing both pipe surfaces. Clean fitting and tube with metal brush, emery cloth or sandpaper. Remove residue from the cleaning operation, apply flux and assemble joint to socket stop. Apply flame to fitting until solder melts when placed at joint. Remove flame and feed solder into joint until full penetration of cup and ring of solder appears. Wipe excess solder and flux from joint.
- B. Grooved joints for copper tubing shall be made at copper tube dimensions. (Flaring of tube ends to accommodate alternate sized couplings is not permitted).

3.05 THREADED PIPE JOINTS

- A. Use a thread lubricant or teflon tape when making joints; no hard setting pipe thread cement or caulking will be allowed.

3.06 MECHANICAL JOINT PIPE CONNECTIONS

- A. Comply with AWWA C600/C605 installation requirements. Clean pipe end and socket. Clean and lubricate pipe end, socket and gasket with soapy water or gasket lubricant. Place gland and gasket, properly oriented, on pipe end. Insert pipe end fully into socket and press gasket evenly into recess keeping joint straight. Press gland evenly against gasket, insert bolts and hand tighten nuts. Make joint deflection prior to tightening bolts. Evenly tighten bolts in sequence to recommended torque.

3.07 DOMESTIC WATER

- A. Maintain piping system in clean condition during installation. Remove dirt and debris from assembly of piping as work progresses. Cap open pipe ends where left unattended or subject to contamination.
- B. Install exterior water piping below predicted frost level in accordance with Wisconsin Department of Safety and Professional Services, Chapter SPS382, SPS Table 382.30-6, but in no case less than 6' bury depth to top of pipe. Maintain minimum of 8' horizontal distance between 2-1/2" and larger water piping and sanitary sewer piping. Maintain minimum of 30" horizontal and 12" vertical distance, water on top, between 2" and smaller water piping and sanitary sewer piping. Where water piping crosses a sanitary sewer, provide minimum 18" vertical clearance and waterproof PVC water pipe sleeve (reference sanitary sewer materials) sealed at both ends for distance of 10' from sewer in both directions.

3.08 FLUSHING AND DISINFECTION OF POTABLE WATER SYSTEMS

- A. Prior to use, isolate and fill system with potable water. Allow to stand 24 hours. Flush each outlet proceeding from the service entrance to the furthest outlet for a minimum of 1 minute and until water appears clear. Fill system with a solution of water and chlorine containing at least 10 parts per million of chlorine and allow to stand for 24 hours. Flush system with potable water until chlorine concentration is no higher than source water level.
- B. Wait 24 hours after final flushing. Take samples of water for lab testing. The number and location of samples shall be representative of the system size and configuration, and are subject to approval by Engineer. Test shall show the absence of coliform bacteria. If test fails, repeat disinfection and testing procedures until no coliform bacteria are detected. Submit test report indicating date and time of test along with test results.

- C. Piping that is pressure tested shall be drained completely dry. The piping system is not to be left full of stagnant water. The piping system, water heaters and water softeners shall not be filled until within 10 days of occupancy to guard against microbial growth.

3.09 DIELECTRIC UNIONS AND FLANGES

- A. Install dielectric unions, waterway fittings, or flanges at each point where a copper-to-steel pipe connection is required in domestic water systems.

3.10 UNIONS AND FLANGES

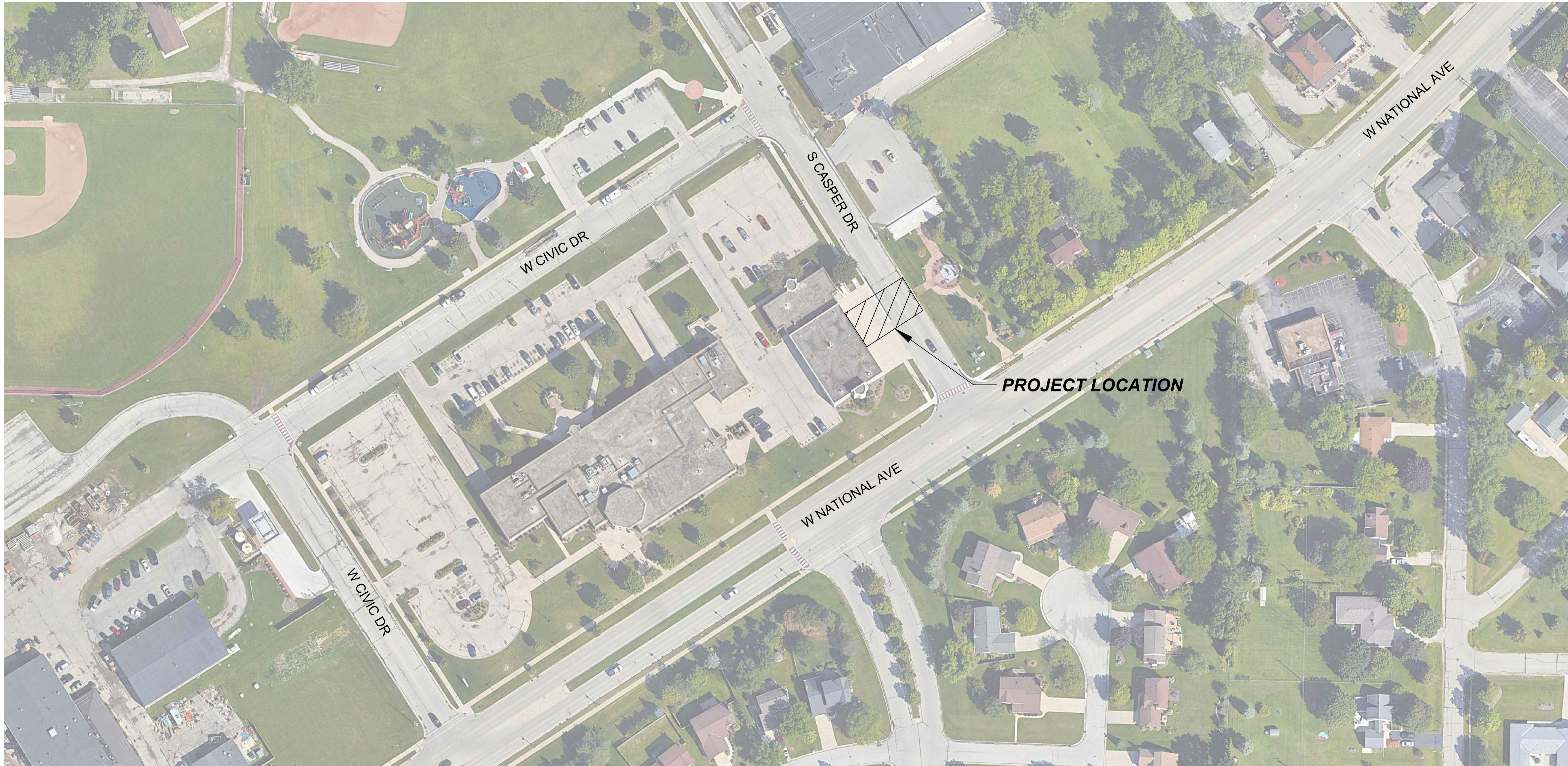
- A. Install a union or flange at each connection to each piece of equipment and at other items which may require removal for maintenance, repair, or replacement. Where a valve is located at a piece of equipment, locate the flange or union connection on the equipment side of the valve. Concealed unions or flanges are not acceptable.
- B. Union and flanges for disconnect and servicing area not required in installations using grooved mechanical joint couplings. (The couplings shall serve as unions and disconnect points).

3.11 PIPING SYSTEM LEAK TESTS

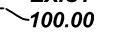
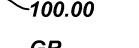
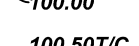
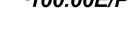
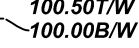
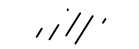
- A. Isolate or remove components from system which are not rated for test pressure. Perform final testing for medical and lab gas with all system components in place. Test piping in sections or entire system as required by sequence of construction. Do not insulate or conceal pipe until it has been successfully tested.
- B. If required for the additional pressure load under test, provide temporary restraints at fittings or expansion joints. Backfill underground water mains prior to testing with the exception of thrust restrained valves which may be exposed to isolate potential leaks.
- C. For hydrostatic tests, use clean water and remove all air from the piping being tested by means of air vents or loosening of flanges/unions. Measure and record test pressure at the high point in the system.
- D. Inspect system for leaks. Where leaks occur, repair the area with new materials and repeat the test; caulking will not be acceptable.
- E. Entire test must be witnessed by the Division's representative. All pressure tests are to be documented.

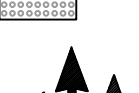
<u>System</u>	<u>Test Medium</u>	<u>Initial Test Pressure Duration</u>	<u>Final Test Pressure Duration</u>
Below Ground Domestic Water	Water	N/A	200 psig 2 Hour
Above Ground Domestic Water	Water	N/A	100 psig 8 Hour

END OF SECTION



LEGEND:

UTILITY	GRADING
EXISTING: W W WATERMAIN E E BURIED ELECTRIC OHW OHW OVERHEAD WIRE GAS GAS GAS LINE SAN SAN SANITARY SEWER ST ST STORM SEWER  UTILITY POLE  LIGHT POLE  SANITARY MANHOLE  FIRE HYDRANT  WATER VALVE  STORM SEWER STRUCTURE PROPOSED: W W WATERMAIN E E ELECTRICAL LINE GAS GAS GAS LINE SAN SAN SANITARY SEWER ST ST STORM SEWER  WATER VALVE  STORM SEWER STRUCTURE  FLARED END SECTION	EXISTING: 160 MAJOR CONTOUR 160 MINOR CONTOUR  EXIST 100.00 EXISTING SPOT ELEVATION PROPOSED: 160 MAJOR CONTOUR 160 MINOR CONTOUR  100.00 SPOT ELEVATION  DOOR 100.00 DOOR ELEVATION  GR 100.00 GROUND GRADE AT BUILDING  100.50T/C SPOT ELEVATION  100.00E/P (T/C - TOP OF CURB, E/P - EDGE OF PAVEMENT)  100.50T/W RETAINING WALL SPOT ELEVATION  100.00B/W (T/W - GROUND GRADE AT TOP OF WALL, B/W - GROUND GRADE AT BOTTOM)  12" FES FLARED END SECTION  100.00B/W (PIPE SIZE, INVERT ELEVATION)  DRAINAGE FLOW DIRECTION  EMERGENCY OVERFLOW ROUTE

SITE
EXISTING:  EXISTING PARKING COUNT  EXISTING SIGN  EXISTING ADA PARKING SPACE PROPOSED:  PARKING COUNT  ADA PARKING SPACE  SIGN  TRUNCATED DOMES  PAVEMENT MARKING DIRECTIONAL ARROWS

GENERAL NOTES AND SPECIFICATIONS:

1. THE EXISTING SITE INFORMATION ON THIS PLAN WAS TAKEN FROM A SITE SURVEY PROVIDED BY CAPITOL SURVEY ENTERPRISES. THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION WITH REFERENCE TO THE ACCURACY AND COMPLETENESS OF THE EXISTING CONDITIONS INDICATED OR NOT INDICATED ON THE ENGINEERING PLANS PROVIDED. VERIFY THE LOCATION OF ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, UNDERGROUND UTILITY ELEVATIONS, BUILDING SETBACKS AND EXISTING BUILDING LOCATIONS. THE CONTRACTOR SHALL INFORM THE OWNER AND ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WITH WORK. QUESTIONS REGARDING THE EXISTING SURVEY SHALL BE DIRECTED TO THE PARTIES LISTED ABOVE. 2. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, EXCAVATE EACH EXISTING LATERAL TO BE CONNECTED TO (VERIFYING ELEVATION, LOCATION AND SIZE). SHOULD THE EXISTING UTILITY NOT BE AS INDICATED ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY FOR EVALUATION. 3. ALL UTILITY CONSTRUCTION SHALL ADHERE TO THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (2003), AS WELL AS, THE MUNICIPAL CONSTRUCTION STANDARDS AND THE DEPT. OF SAFETY AND PROFESSIONAL SERVICES SEC. 382-387. 4. ALL PERMITS MUST BE RECEIVED FROM THE MUNICIPALITY PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL APPLICABLE PERMITS ARE RECEIVED PRIOR TO STARTING CONSTRUCTION. 5. NOTIFY THE PUBLIC WORKS INSPECTION DEPT. AT LEAST 48 HOURS BEFORE STARTING CONSTRUCTION. 6. BACKFILL REQUIREMENTS AND ROADWAY/SIDEWALK RESTORATION SHALL ADHERE TO LOCAL STANDARDS (GRANULAR BACKFILL UNDER OR WITHIN 5' OF CURBS, SIDEWALK, OR PAVEMENT. SPOIL MAY BE USED ELSEWHERE. SLURRY BACKFILL WILL BE REQUIRED IN PUBLIC ROADWAYS.) 7. ALL BUILDING UTILITIES SHALL BE VERIFIED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. 8. ALL PROPOSED WATERMAIN SHALL BE PVC SDR 18, CLASS 150, AWWA C900 WITH ELASTOMERIC JOINTS (UNLESS OTHERWISE NOTED). 9. A MEANS TO LOCATE BURIED UNDERGROUND EXTERIOR NONMETALLIC UTILITIES MUST BE PROVIDED. PROVIDE TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORD WITH THE PROVISIONS SECTIONS 182.0715(2R) OF THE STATE STATUTES. 10. UTILITY TRENCHES SHALL BE MECHANICALLY COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN. 11. ALL MANHOLES, CATCH BASINS, INLETS, VALVES BOXES, ETC WITHIN THE PROJECT AREA SHALL BE RESET AND ADJUSTED TO MATCH FINISH GRADE.	12. ALL EXCAVATED OR STRIPPED MATERIALS NOT BEING REPLACED IN UTILITY TRENCHES OR BEING USED FOR FILL SHALL BE REMOVED FROM THE SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER. 13. MATCH PROPOSED CONCRETE CURB AND GUTTER, SIDEWALK AND PAVEMENT TO EXISTING IN ELEVATION AND ALIGNMENT. 14. REMOVAL OF CURB AND GUTTER, SIDEWALK AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WISCONSIN D.O.T. 15. ALL CONCRETE FOR CURB AND GUTTER, ROADWAY AND SIDEWALKS MUST CONFORM TO THE STANDARD SPECIFICATIONS FOR READY MIXED CONCRETE. MINIMUM 28 DAY COMPRESSIVE STRENGTH TEST MUST EQUAL 4000 PSI. 16. PROTECT ALL PROPERTY CORNERS. 17. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS. DOCUMENT ALL EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION AND NOTIFY CONSTRUCTION MANAGER OF ANY FINDINGS. 18. AS-BUILTS ARE TO BE PROVIDED TO THE CLIENT TRACKING ANY CHANGES THAT OCCURRED DURING CONSTRUCTION.
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CIVIL SHEET INDEX:

C1.00	PROJECT LOCATION AND GENERAL NOTES
C1.10	SITE PLAN
C1.20	EXISTING SURVEY
C5.00	SPECIFICATIONS



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



HARWOOD

civil • landscape architecture
structural • mechanical • electrical
plumbing / fire protection • security
lighting design • telecommunications

255 North 21st Street,
Milwaukee, Wisconsin 53233
414.475.5554 • hecl.com

Project Name:
City of New Berlin - Fire Station
#7 Water Lateral Replacement

16260 W. National
Ave. New Berlin, WI 53151

Client:



Issuance:
Construction Documents

Scale: 1" = 10'



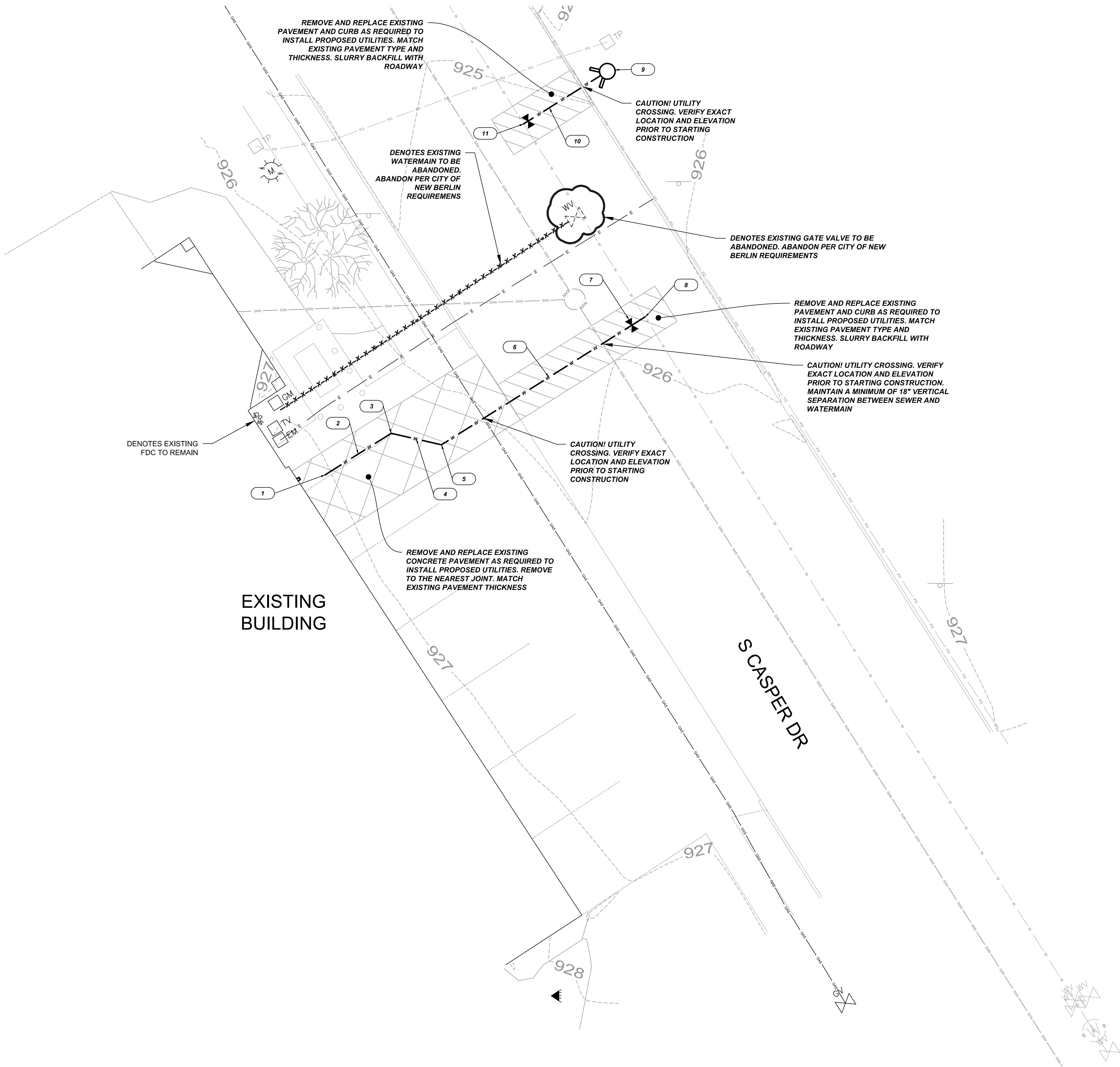
Date: 06/13/2025

Project Number:
19-1011.26

Sheet Name:
Site Plan

Sheet Number:

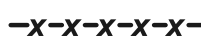
C1.10



DEMOLITION LEGEND



DENOTES ITEM TO BE REMOVED OR DEMOLISHED



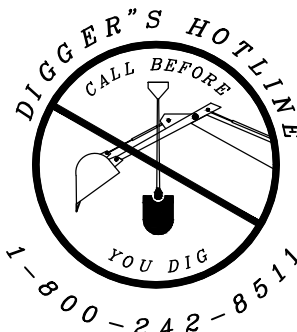
DENOTES ITEM TO BE ABANDONED OR REMOVED

UTILITY TAGS

#

WATER

- DENOTES PROPOSED 6" WATERMAIN CONNECTION AT BUILDING. SEE PLUMBING PLANS FOR CONTINUATION INTO BUILDING.
- DENOTES PROPOSED 15 L.F. 6" PVC WATERMAIN
- DENOTES PROPOSED 6" 45° BEND
- DENOTES PROPOSED 10 L.F. 6" PVC WATERMAIN
- DENOTES PROPOSED 6" 45° BEND
- DENOTES PROPOSED 43 L.F. 6" PVC WATERMAIN
- DENOTES PROPOSED 6" GATE VALVE AND 3 L.F. 6" PVC WATERMAIN
- DENOTES PROPOSED WATERMAIN CONNECTION AT EXISTING WATERMAIN. CONNECT TO EXISTING WATERMAIN PER CITY OF NEW BERLIN REQUIREMENTS.
- DENOTES PROPOSED FIRE HYDRANT. HYDRANT TO BE LOCATED 4' FROM BACK OF CURB. CITY OF NEW BERLIN SHALL PROVIDE HYDRANT. CONTRACTOR TO INSTALL.
- DENOTES PROPOSED HYDRANT TEE, 6" AUX VALVE, 18 L.F. 6" PVC HYDRANT LEAD AND HYDRANT ASSEMBLY. HYDRANT TO BE PROVIDED BY CITY OF NEW BERLIN. HYDRANT TO BE INSTALLED PER CITY OF NEW BERLIN REQUIREMENTS.
- DENOTES PROPOSED WATERMAIN CONNECTION AT EXISTING WATERMAIN. CONNECT TO EXISTING WATERMAIN PER CITY OF NEW BERLIN REQUIREMENTS.



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



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structural • mechanical • electrical
plumbing / fire protection • security
lighting design • telecommunications

255 North 21st Street,
Milwaukee, Wisconsin 53233
414.475.5554 • hecl.com

Project Name:
City of New Berlin - Fire Station
#1 Water Lateral & FP
Replacement

Client:



Issuance:
Construction Documents

Scale: 1" = 20'



Date: 06/06/2025

Project Number:
19-1011.26

Sheet Name:
Existing Survey

Sheet Number:

C1.20



CAPITOL SURVEY ENTERPRISES
2015 LA CHANDELLE CT.
BROOKFIELD, WI 53045
Ph: (262) 786-6600
Fax: (414) 786-6608
WWW.CAPITOLSURVEY.COM



LEGEND		
SAN	SANITARY SEWER	ELECTRIC TRANSFORMER
ST	STORM SEWER	ELECTRIC METER
W	WATER MAIN	ELECTRIC PEDESTAL
G	BURIED GAS LINE	ELECTRIC BOX AT GRADE
TEL	BURIED TELEPHONE LINE	TELEPHONE PEDESTAL
E	BURIED ELECTRIC LINE	TV PEDESTAL
FO	BURIED FIBER OPTIC LINE	GAS METER
CATV	OVERHEAD UTILITY LINES	AIR CONDITIONER
COMB	BURIED CABLE TELEVISION LINES	UTILITY POLE
WOOD FENCE	COMBINATION SEWER	WOOD SIGN
METAL FENCE	EDGE OF TREES AND BRUSH	METAL SIGN
994.32 DS	DOOR SILL ELEVATION	FLAG POLE
FIRE DEPARTMENT CONNECTION		BOLLARD
		BOLLARD LIGHT
		YARD LIGHT
		HYDRANT
		WATER VALVE
		GAS VALVE
		MANHOLE
		STORM MANHOLE
		CATCH BASIN
		CURB INLET
		METAL LIGHT POLE
		CONCRETE LIGHT POLE
		WOOD LIGHT POLE
		MAIL BOX
		FIBER OPTIC MARKER
		GUY WIRE

NOTES

- SUBJECT PROPERTY ZONED: I-1, INSTITUTIONAL.
- SETBACKS BASED ON CITY OF NEW BERLIN ZONING CODE AND ARE AS FOLLOWS: FRONT SETBACK = 50 FEET
SIDE SETBACK = 50 FEET
REAR SETBACK = 50 FEET
MAX HEIGHT = 45 FEET.
- THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS' HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
- SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55133C0351H, WITH A DATE OF IDENTIFICATION OF OCTOBER 19, 2023, IN COMMUNITY NO. 550487, CITY OF NEW BERLIN, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.
- PROJECT BENCHMARK - NORTH 1/4 CORNER OF SECTION 22. TOP OF CONCRETE MONUMENT WITH BRASS CAP = 921.23.
- SITE BENCHMARK - HYDRANT AS SHOWN HEREON.
- ELEVATIONS REFER TO THE NORTH AMERICAN DATUM OF 1988 (NAVD88)

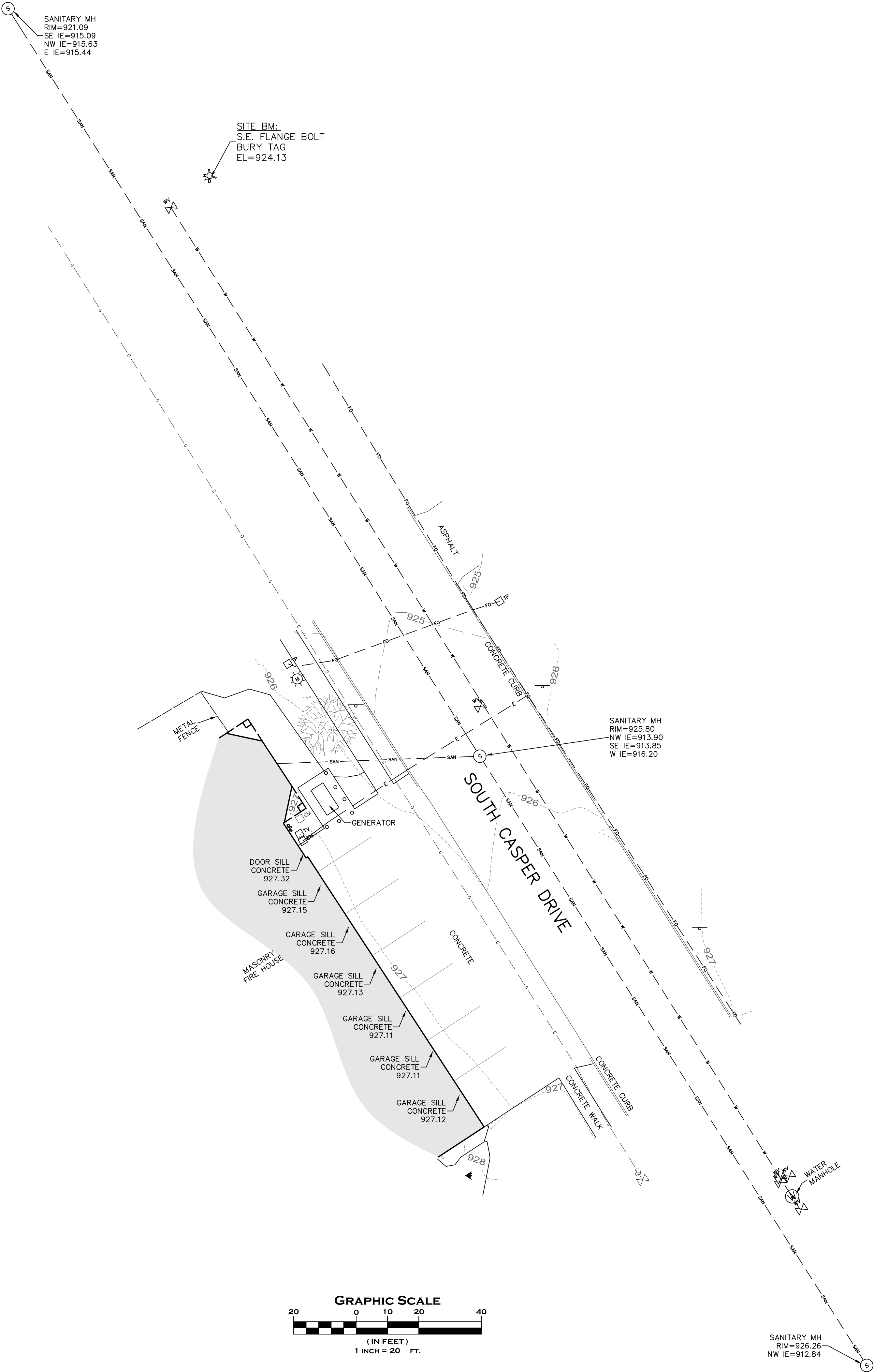
NOTE: SURVEY COMPLETED BY CAPITOL SURVEY ENTERPRISES.
THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION WITH
REFERENCE TO THE ACCURACY AND COMPLETENESS OF THE
EXISTING CONDITIONS INDICATED OR NOT INDICATED ON THE
ENGINEERING PLANS PROVIDED.

EXISTING CONDITIONS MAP

FOR

NEW BERLIN FIRE STATION NO. 7
16260 W. NATIONAL AVE.
NEW BERLIN, WI

DRAWN BY:	DHS	DATE:	APRIL 2, 2025
CHECKED BY:	MJB	DRAWING NO.	EC - 0
CSE JOB NO.:	25-030	SHEET	1 OF 1



GENERAL REQUIREMENTS	
1.	Contractor shall be solely responsible for obtaining all permits necessary to complete the work. Contractor shall pay all fees associated with obtaining permits.
2.	Completely coordinate with work of all other trades.
3.	Although such work is not specifically called out on drawing, the contractor shall furnish and install all miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation
2.	Drawings are diagrammatic and indicate general arrangement of site features, dimensions, utility tags are provided as a courtesy. All lengths and dimensions shall be verified by Contractor in advance of bidding, otherwise, the more expensive option shall be deemed to be included.
3.	Field verify locations and arrangement of all existing site features.
4.	If any errors or omissions appear in Drawings, Specifications, or other documents, bidding Contractor shall notify Engineer no later than ten (10) days prior to submitting bid. Should conflict occur in or between drawings and specifications, bidding contractor is deemed to have estimated more expensive way of doing work, unless he has asked for and obtained written decision (addendum) before submission of bid as to which method or materials will be required.
5.	Installation of all systems and materials is subject to clarification as indicated in reviewed shop drawings and field coordination drawings.
6.	Perform all work and install materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following: - State and Federal Laws - Local laws, codes and ordinances - American Society for Testing and Materials (ASTM) - American Water Works Association (AWWA) - Federal Highway Administration (FHWA) - Environmental Protection Agency (EPA) - Wisconsin Department of Safety and Professional Services (SPS): - Chapter NR 141 - Monitoring Well Construction - Chapter NR 912 - Well Construction and Pump Installation - Wisconsin Department of Natural Resources Technical Standards for Constructions Site, Erosion & Sediment Control - Conflicts, if any, which may exist between the above items, the more restrictive shall govern.
7.	SUBMITTALS
A.	The A/E's review of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the contract documents. The Contractor shall include with the shop drawings an index sheet detailing all deviations from the contract documents, and will be held responsible for all deviations unless he has received written approval from the A/E for the specific deviation, separate from general shop drawing approval. The A/E's review shall not relieve the contractor from responsibility for errors or omissions in the shop drawings or samples.
B.	Shop Drawings: a. The Contractor shall review the shop drawings and stamp with his approval prior to submitting shop drawings to A/E for review. b. Shop drawings shall be submitted electronically in one PDF format file for each specification section. File name shall contain specification number and product name. Each shop drawing shall contain the following: a. Cover Sheet: The submittals shall contain a cover sheet, which shall include the following information. 1) Submittal Date 2) Specification Section 3) Manufacturer's Representative (Contact Name, address, and telephone number) 4) Project Name, Project City, Project State, and Project Address. b. Product Data: Manufacturer's product data sheets and description of all system components. These data sheets shall be highlighted or suitably marked, so that included items and options are indicated. On data sheets that include multiple products, the products that are not used shall be crossed out.
8.	Cause as little interference or interruption of existing utilities and services as possible.
9.	Schedule work which will cause interference or interruption in advance with Owner, Architect, authorities having jurisdiction and all affected trades.
10.	Examine Contract Documents to determine how other work will affect execution of civil work.
11.	Determine and verify locations of all existing utilities on or near site.
12.	Make arrangements for and pay for necessary permits, licenses, and inspections.
13.	Keep a complete set of all civil drawings in job site office for showing actual locations of utilities and other features encountered, modifications to proposed grades and site features, and other deviations from the original design. - Use this set of drawings for no other purpose. - Where any locations of utilities and other features encountered, modifications to proposed grades and site features, and other deviations from the original design are installed differently from that shown, indicate differences clearly and neatly using ink or indelible pencil. - At project completion, submit record set of drawings to owner and engineer.

DEMOLITION	
1.	For utilities or other services requiring removal or abandonment in-place, submit materials documenting completion of such work.
2.	Verify all gas and electrical utilities have been abandoned or disconnected and associated hazards mitigated, prior to beginning any demolition.
3.	Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations, store such piping outdoors until fumes are removed.
4.	Unless otherwise noted, Contractor shall be responsible for obtaining and paying for all permits necessary to complete demolition work.
5.	Use Contractor's normal equipment for demolition purposes and which meets all safety requirements imposed on such equipment.
6.	Remove all equipment, fixtures and other materials scheduled for salvage prior to be beginning demolition operations.
7.	Abandon gas, electric and communication utilities in accordance with local utility company requirements, or applicable substantive requirements if considered private.
8.	Demolish foundation walls and other below grade features in accordance with the plans. Unless otherwise noted, remove all below grade features to a point 4' below adjoining existing grade, or proposed grade, whichever is lower. Basement and/or lowest level floors more than 4' below existing grade need not be removed, but must be broken up to permit drainage.
9.	Carefully protect and/or replace drain tiles encountered during demolition which are necessary to maintain site drainage conditions. Immediately repair or replace any drain tiles not scheduled for demolition, but damaged. Report damage to the Construction Representative. Repairs to drain tile or replacement drain tile shall be comparable or better than the existing drain tile system.
10.	Transport and dispose all demolition waste in accordance with local, state, and federal guidelines.

WATER UTILITY DISTRIBUTION PIPING	
1.	Submittals
A.	Provide manufactureres product information (cut sheets) and O&M information for watermain materials as indicated in Civil General Requirements, including: - Pipe - Fittings - Valves - Hydrants - Joint Restraint Materials - Tracer Wire
B.	Provide reports that document pressure and continuity testing procedures and results
C.	Provide reports that document safe sample collection procedures and results.
2.	Contractor shall be solely responsible for obtaining all permits necessary to complete the work. Contractor shall pay all fees associated with obtaining permits.
3.	Unless otherwise shown on the plans provide valves on "dead end" mains that will allow dry connection to the watermain system. Terminate "dead end" mains with full length of pipe beyond the valve, and a ell end will restrained plug.
4.	Ductile iron watermain shall conform to the requirements of ANSI/AWWA C151/A21.51 and ANSI/AWWA C104/A21.4.
5.	PVC watermain shall conform to the requirements of AWWA C900 (4"-12") or AWWA C905 (14"-48")
6.	HDPE watermain shall conform to the requirements of AWWA C906 (4"-63).
7.	HYDRANTS
A.	MATERIALS
a.	Acceptable Manufacturers are: - Clow Medallion - Kennedy Guardian - Mueller Super Centurion 250, Model A423 - Watertous 5.25" Pacer - Pre-approved equal.
b.	All hydrants shall be provided as follows - MJ connection - Turn left to open - depth of bury 6.5' - Weather shield top - Painted Bright Yellow Red (5 mil DFT) - Break flange (traffic) type - 5.25" main valve opening - Two 2.5" hose nozzles - One 4.5" pumper nozzle - One 5' long Heavy Duty Candy Cane Fire Hydrant Marker with a spring equipped L-bracket for hydrant flange bolt mounting. Available at Ferguson Waterworks (Part # CHMHRW), HD Supply (Hydra Finder Flag) or USA Bluebook (Part # ME-22516).
c.	Hydrant leads shall be six (6) inch, Class 52 ductile iron pipe.
d.	Hydrants shall be connected to watermain with a Clow F1217 Anchoring Tee or pre-approved equal, a branch RW Gate Valve at main, a valve box and adaptor base.
e.	All hydrants and valves shall be restrained by Mega-lugs or pre-approved equal from the main to the hydrant. Any push on joints in hydrant leads need to be harness restrained.
f.	Hydrants that are not placed in service shall have a "Not in Service" tag attached to the pumper nozzle.
g.	All pumper nozzle caps on private fire hydrants shall be painted safety yellow.
B.	DESIGN STANDARDS
a.	Location: - Maximum spacing: 400-ft, diameter from center of hydrant to center of hydrant. - At all high points in distribution system. - At lot lines extended, where practical. In the event a hydrant location conflicts with a valve location at an intersection, the hydrant tee shall be located 10 feet away from the main valve. - Rural: 3 feet off of Right-of-Way. Provide 5-ft. deep x 10-ft. wide hydrant easement. - Urban: 4 feet behind back of curb line. - Sideways, recreation trails and other pedestrian ways: Minimum separation distance from edge of pathway to closest physical feature of the hydrant shall be 18".
b.	Design height: Pumper nozzle above surrounding finish ground = 18" to 24".
c.	Contractor shall provide for a 6.5' burial depth for all hydrant leads shown on plans. If a water main burial depth is greater than 6.5', Contractor shall install fitting(s) to raise the hydrant lead to meet the required burial depth.
d.	Break flange must be at grade or not greater than 6 inches above grade.
e.	Branch tee shall be anchor-style with gate valve at the tee.
f.	An asphalt service drive with culvert shall be installed in all ditch crossings greater than 2.0 feet deep or that have traverse slopes greater than 4H:1V.
-	The service drive shall be 7 feet wide and extend to 2 feet behind the hydrant. The drive shall be constructed with 8 feet wide by 6" deep of No.2 open graded base course and 7 feet wide by 3" depth of asphalt.
-	Culverts shall be hydraulically sized for each location consistent with Section 4 of the Development Handbook
8.	Resilient seated wedge gate valve shall conform to the requirements of AWWA C509 and C515. Body, bonnet and gate shall be constructed of ductile iron. Bolts shall be stainless steel.
9.	Rubber-seated butterfly valve shall conform to the requirements of AWWA C504, for Class 150B. Body and disc shall be constructed of ductile iron. Bolts shall be stainless steel. Disc Shall be lens shaped.
10.	Resilient seated wedge gate tapping valve having 100% port shall conform to the requirements of AWWA C509 and C515. Body, bonnet and gate shall be constructed of ductile iron. Bolts shall be stainless steel.
11.	Maintain clearances between watermains and existing or proposed sewer lines as follows: 11.1. 8' horizontal separation (measured center to center) between watermains and existing or proposed sanitary or storm sewers. 11.2. 12" vertical separation (measured from outsides of pipes) where watermains cross over sanitary or storm sewers. 11.3. 18" vertical separation (measured from outsides of pipes) where watermains cross under sanitary or storm sewers.
12.	Install watermain at locations and depths shown on the plans. Install locator tape per manufacturer's recommendations.
13.	Tracer wire shall be a minimum of 10 gauge, insulated, single-conductor copper wire or equivalent and installed per manufacturer's recommendations.
14.	Provided a minimum of 6' of cover over watermain, unless otherwise shown on the drawings or directed by the construction representative. For watermains with less than 6' of cover, provide insulation as shown on the drawings, or as required by Wisconsin Department of Safety and Professional Services Administrative Code SPS 382.
15.	Install fittings, valves and hydrants at locations shown on the drawings.
16.	Pressure test all watermain and copper water services.
17.	Conduct continuity test on all ductile iron watermain and copper water services.

SEEDING AND RESTORATION	
1.	Grass seed shall meet the requirements of section 630.2.1 of standards specifications for highway construction.
2.	Grass seed: fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology.
3.	Water free of wastewater effluent or other hazardous chemicals.
4.	Clean straw or hay that is well-seasoned, and free of rot, mildew and the seeds of noxious weeds.
5.	No seeding shall occur on frozen ground or at temperatures lower than 32 degrees Fahrenheit. No seeding shall occur when the average wind speed exceeds 12 MPH.
6.	Sow seed using either Method A or Method B as defined in Section 630.3.3 of Standard Specifications for Highway Construction. Unless otherwise noted, sow seed at a rate of 5# (dry seed weight)/1000 square feet.
7.	Place and anchor mulch using the methods outlined in Section 627.3 of Standard Specifications for Highway Construction.
8.	Seeded areas are to be watered daily to maintain adequate surface soil moisture for proper seed germination. Watering shall continue for not less than 30 days following seeding. Thereafter, apply ½" of water twice weekly until final acceptance.

CAST IN PLACE CONCRETE	
1.	Submittals
A.	Concrete mix design: Submit five (5) copies of mix design to Architect for review. This submittal shall include the following: - Required cylindrical compression strength for f'c (28 day). - Element (curb, driveway, etc.) in which each class (strength of concrete) will be used - Cylinder compressive strength test results or complete standard deviation analysis in accordance with ACI 318 Section 5.3 - Proportions of Materials - Source of materials - Cement (type and brand), gravel pit. - Aggregate size and certification from an independent testing lab that gradation, specific gravity, soundness, absorption, and impurities meet ASTM requirements. - Admixture brand, dosage, literature. - Air content - Water content and target slump - Range of ambient temperature and humidity for which design is valid - Special characteristics of mix which require precautions in mixing, placing, or finishing techniques to achieve finished product specified.
B.	Product Data: Submit manufacturer's product data for review with application and installation instructions for proprietary materials and items including: patching compounds, epoxies, curing compounds, dry-shake finish materials, hardeners, sealers etc, for all items specified and used in materials list.
2.	All work shall be in accordance with applicable manufacturer's and supplier's instructions.
3.	All concrete work which does not conform to the requirements of the Contract Documents and ACI 301, including function, durability, appearance, strength, cracking, tolerances and finishing, shall be corrected as directed by Architect at Contractor's expense. Additional testing, engineering, reinforcement and removal and replacement of defective concrete shall be paid for by Concrete Contractor. Contractor shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.
4.	All concrete, unless otherwise specifically permitted by Architect, shall be transit-mixed in accordance with ASTM C 94.
5.	Synthetic Fibers shall be used in concrete mix design in lieu of welded wire fabric. Synthetic fibers shall not replace reinforcing rebar/dowels as depicted on the Construction Details. - For concrete sidewalks: Matrix Bi-Blend micro fiber - FRC Industries. Application dosage shall be 1.5 pounds per cubic yard. - For concrete pavements: Matrix HPS 950 Macro/micro synthetic blend fiber or Forta Ferro macro fiber - FRC Industries. Application dosage shall be 5 pounds per cubic yard.
5.	Concrete must meet all requirements of the ASTM C 94, ACI 211, ACI 318 Chapter 4 Durability Requirements, and those herein specified for materials, proportioning, mixing and other details of manufacturer, quality and deliver.
6.	Air entrained concrete: Use for all exterior slabs, walls, walks, platforms, ramps, steps, all portions of parking
7.	Concrete requiring air entrainment shall contain six (6) percent plus or minus one and a half (1.5) percent air by volume, for 3/4" dia. aggregate. Conform to ACI 318, Chapter 4.
8.	Minimum compressive strength at 28 days: 4000 psi.
9.	Maximum aggregate size shall not exceed one third of the slab on grade thickness.
10.	Fly Ash may be used as a pound for pound replacement of cement up to 20% of the total cementitious content, 25% for footings, except for finished flatwork during winter construction, subject to Architect's approval.
11.	Make one slump test of the first truck of each mix, each day, one test for each compression test and other tests as often as required thereafter, whenever consistency changes.
12.	Air content tests shall be made from the first truck of each mix, each day and when-ever test cylinders are made, in accordance with ASTM C 173 or ASTM C231. Test more often when required air contents are not achieved.
13.	Concrete Temperature: Test hourly when air temperature is 40 degrees F (4 degrees C) and below, and when 80 degrees F (27 degrees C) and above, and each time a set of compression test specimens is made.
14.	If measured slump, air content or concrete temperature falls outside limits specified, a check test shall be made immediately on another portion of same sample. In event of a second failure, concrete shall be considered to have failed to meet requirements of specifications and shall not be used in structure. Notify Architect immediately.
15.	Strength tests shall be made for each of the following conditions: Each day's pour, each class of concrete, each change of supplies or source, each 150 cubic yards of concrete or fraction thereof, and each 5000 square feet of surface area for slabs or walls.
16.	To conform to requirements of this Specification, the strength level shall be considered satisfactory so long as the average of all sets of three (3) consecutive strength test results equals or exceeds the specified f'c and no individual strength test result falls below the specified strength f'c by more than 500 psi. Architect shall be notified immediately of nonconformance.
17.	Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
18.	Protect freshly placed concrete from premature drying and excessive cold or hot temperatures in conformance with ACI 301 and ACI 308.
19.	Concrete curb and gutter shall be placed in accordance with WisDOT Section 601 to the dimensions and shapes shown in the standard detail drawings. Where curb and gutter details are not provided, curb and gutter shape and dimensions shall match existing adjacent curb and gutter.
20.	Concrete sidewalk and driveway shall be placed in accordance with WisDOT Section 602 to the dimensions and thicknesses shown in the detail drawings.
21.	Provide concrete pavement having the thickness and reinforcement as shown on the drawings, or to match adjacent existing pavement.
22.	Each curb ramp shall be provided with a detectable warning field installed in fresh concrete of all sidewalk and multi-use trails at legal crosswalks, and as shown in the detail drawings. A detectable warning field shall not be installed in asphalt pavements. The detectable warning field shall be installed per manufacturer's recommendations.



HARWOOD

civil • landscape architecture
structural • mechanical • electrical
plumbing / fire protection • security
lighting design • telecommunications

255 North 21st Street,
Milwaukee, Wisconsin 53233
414.475.5554 • hecl.com

Project Name:
City of New Berlin - Fire Station
#1 Water Lateral & FP
Replacement

Client:



City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610

Issuance:
Construction Documents

Scale:



Date: 06/06/2025

Project Number:
19-1011.26

Sheet Name:
Specifications

Sheet Number:

C5.00



HARWOOD

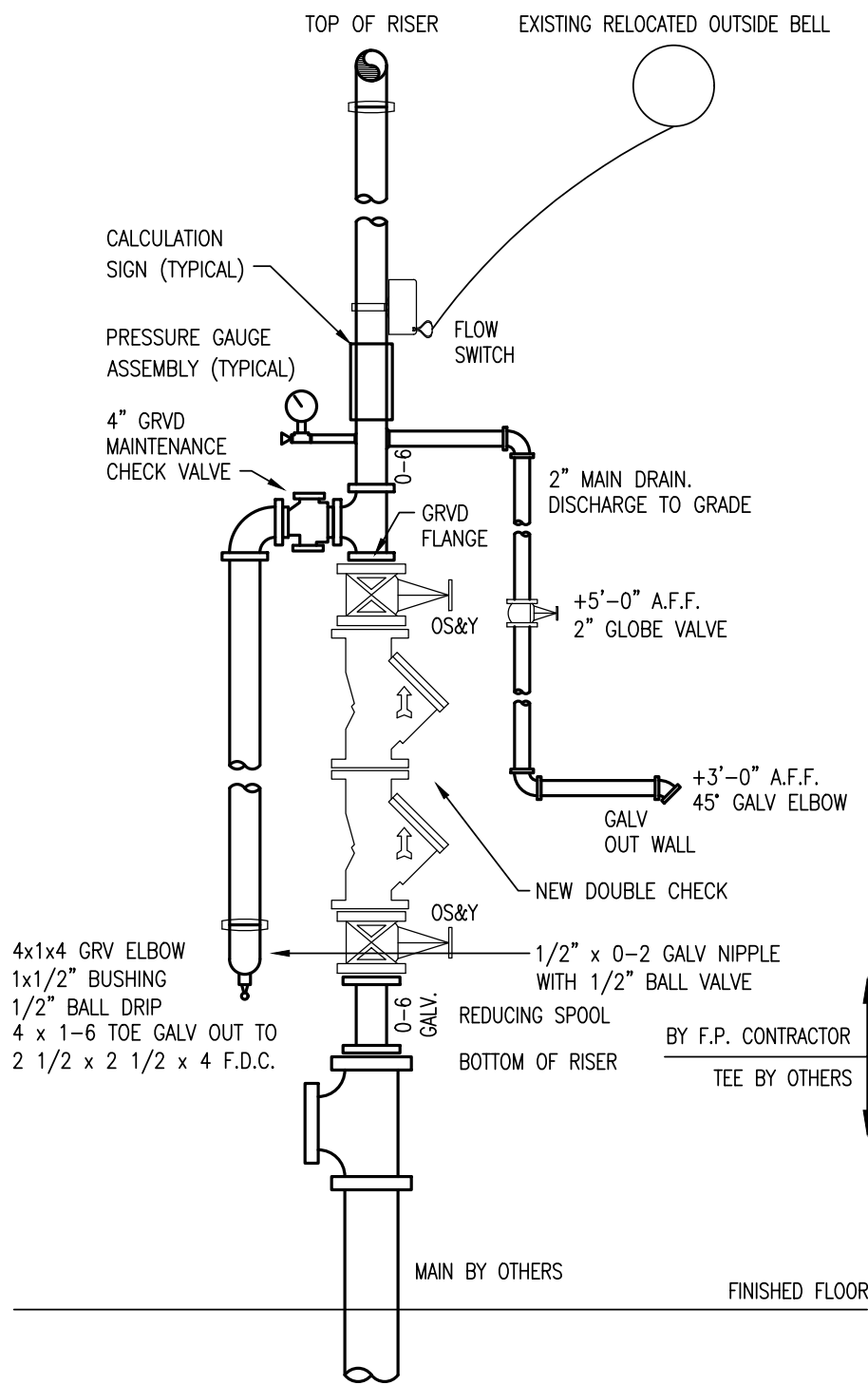
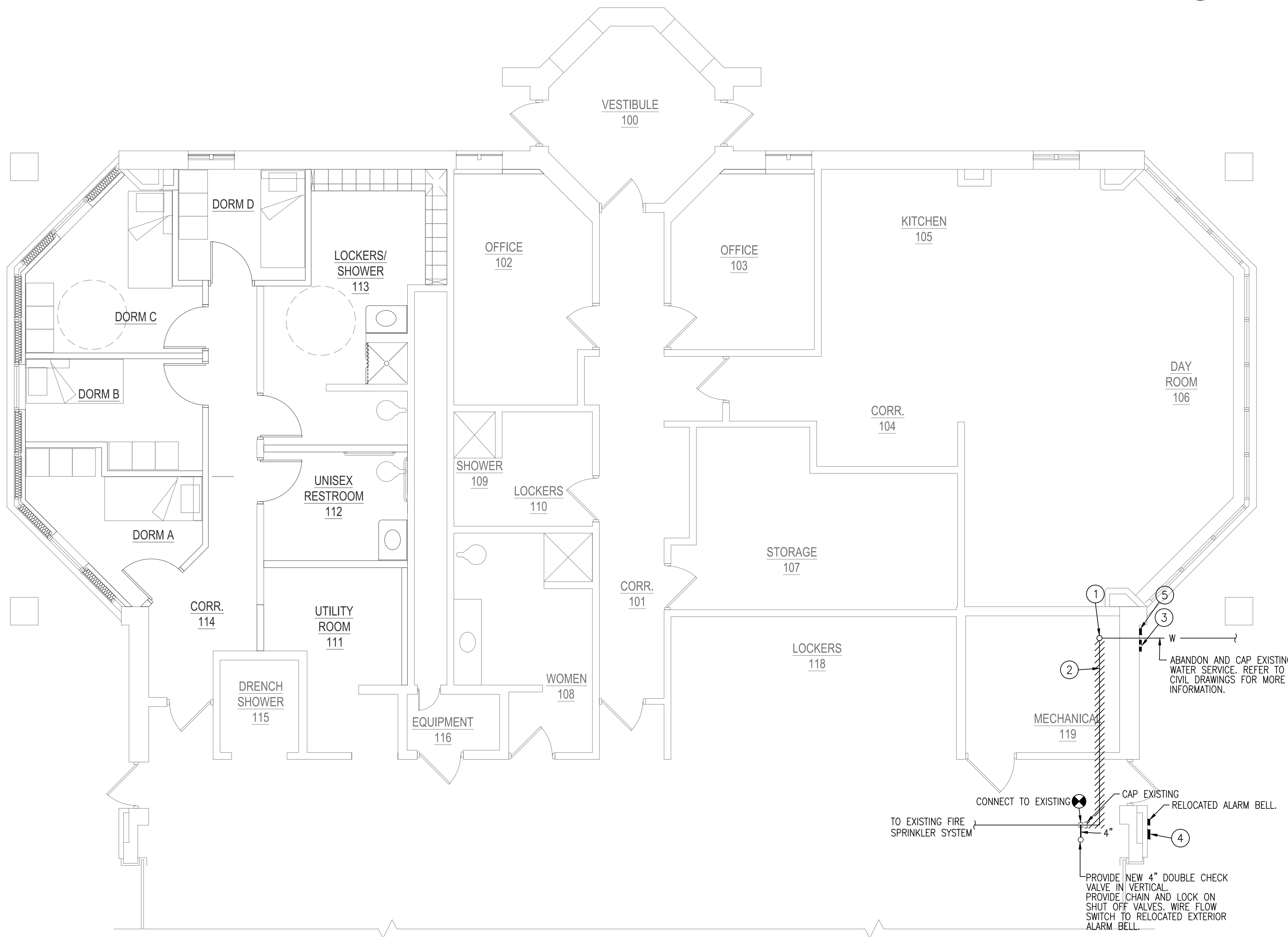
civil • landscape architecture
structural • mechanical • electrical
plumbing / fire protection • security
lighting design • telecommunications

255 North 21st Street,
Milwaukee, Wisconsin 53233
414.475.5554 • hecl.com

Project Name:
City of New Berlin - Fire Station
#7 Water Lateral Replacement

16260 W. National
Ave. New Berlin, WI 53151

Client:



2 FIRE PROTECTION RISER DETAIL
NTS

KEYED FIRE PROTECTION NOTES:

1. EXISTING 4" FIRE PROTECTION RISER, VALVES, SWITCHES AND ASSOCIATED PIPING TO BE REMOVED TO BELOW FLOOR AND PLUGGED. PATCH FLOOR TO MATCH EXISTING.
2. REMOVE EXISTING PIPING.
3. REMOVE EXISTING SIAMESE FIRE DEPARTMENT CONNECTION.
4. PROVIDE NEW 5" STORZ FIRE DEPARTMENT CONNECTION.
5. EXISTING ALARM BELL TO BE REMOVED AND SAVED FOR RELOCATION.

Scale: [As Noted](#)



Date: 06/13/2025

Project Number:
19-1011.26

Sheet Name:
**Partial Fire
Protection Plan**

Sheet Number:

FP1.10

1 PLUMBING FLOOR PLAN
3/16" = 1'-0"

FIRE PROTECTION SHEET INDEX:
FP1.10 PARTIAL FIRE PROTECTION PLAN

Project Name:
City of New Berlin - Fire Station
#7 Water Lateral Replacement

16260 W. National
Ave. New Berlin, WI 53151

Client:

City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
Tel: (262) 786-8610

Issuance:
Construction Documents

Scale: [As Noted](#)



Date: 06/13/2025

Project Number:
19-1011.26

Sheet Name:
Plumbing Plan
and Notes

Sheet Number:
P1.10

PLUMBING LEGEND		
SYMBOL	ABBR.	DESCRIPTION
	CW	COLD WATER PIPING
	UP	PIPING UP
	DN	PIPING DOWN
	C.O.	CLEANOUT
		BALL VALVE
		POINT OF CONNECTION OF NEW PIPING TO EXISTING

- ☐ KEYED PLUMBING NOTES:
1.

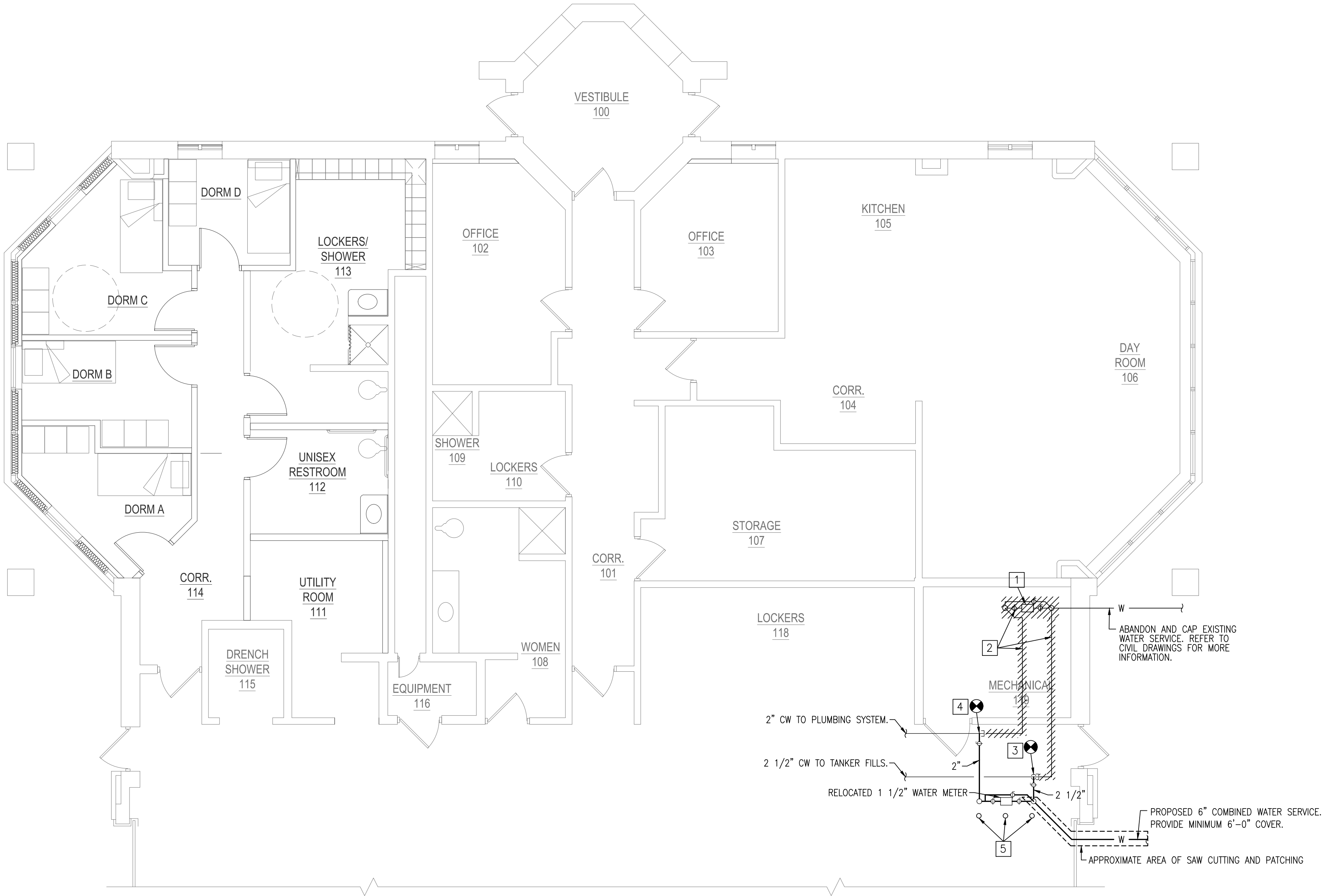
EXISTING 1 1/2" PLUMBING METER TO BE REMOVED AND SAVED FOR RELOCATION AND REINSTALLATION.
2.

REMOVE EXISTING PIPING.
3.

CONNECT 2 1/2" UN-METERED COLD WATER TO EXISTING TANKER FILL PIPE.
4.

CONNECT 2" METER COLD WATER TO BUILDING DOMESTIC WATER DISTRIBUTION PIPE.
5.

PROVIDE CONCRETE BOLLARDS TO PROTECT WATER METER AND FIRE RISER.



1 PLUMBING FLOOR PLAN
3/16" = 1'-0"

PLUMBING SHEET INDEX:	
P1.10	PLUMBING PLAN AND NOTES



REQUESTED ACTION STATEMENT

DATE: August 8, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Fabian – Supervisor Parks Department

ISSUE: Valley View Disc Golf Course Bench Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between resident Jim McGinnis and the City of New Berlin the addition of a bench at the New Berlin Valley View Disc Golf Course.

FISCAL IMPACT:

None

RATIONALE:

A City of New Berlin resident, Jim McGinnis, would like to donate a bench to the City of New Berlin to be located at the practice basket hole of the New Berlin Valley View Disc Golf Course. Following the addition of benches around the course in recent years, the bench by the practice basket provides more quality seating for Park visitors and course users.



DATE: August 29, 2025

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for September 3, 2025, Common Council Mtg

Board of Review

Robert Wincek
21760 W Lochinvar Lane
New Berlin, WI 53146
414-217-9752
rwincek@wi.rr.com
(New-Appointment)
(Previously assigned to Communications
Committee)
(Communications Committee Repealed

6/10/25)

Expiration Date

5/31/2026

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

Committee of the Whole MEETING MINUTES



July 22, 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, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa

Excused: Alderperson Stribl

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

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

3. APPROVAL OF MINUTES

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

MOTION: Motion to approve

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

4. 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

MOTION: Motion to approve

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

- 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

MOTION: Motion to approve

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

5. 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

MOTION: Motion to approve

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

- 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

MOTION: Motion to approve

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

6. 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

MOTION: Motion to approve

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

- B.** Finance Department Update

Ralph Chipman, the Finance Director, provided a 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

MOTION: Motion to approve

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

- 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

Finance Director Ralph Chipman presented an overview of the item, referencing the supporting documentation included in the agenda packet.

No motion was brought forward on this item.

- 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

Motion by Ald. Horbinski to approve the transfer of \$55,000 for the DPW Campus Master Plan as presented. Seconded by Ald. Hopkins.

During the discussion, Ald. Harenda requested that the funding source for the \$55,000 transfer be changed to the Malone Park project fund, citing excess funds in that account. He also reiterated that the Nice Bites revenue should be used to reduce the ARC debt, as previously agreed upon by the Council.

Finance Director Ralph Chipman stated he could prepare an amended resolution reflecting the revised funding source, transferring \$55,000 from the Malone Park 2025 CIP to the DPW Campus Master Plan.

In light of this proposed change, the City Clerk asked Ald. Horbinski, if he wished to withdraw his motion, he agreed. The Clerk then asked Ald. Hopkins if he would withdraw his second, he also agreed.

No action was taken on the item.

- 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

Mayor Ament clarified that the Fire Station No. 1 facility is now designated as Fire Station No. 7.

MOTION: Motion to approve

VOTE: Motion by: Maxey
Second by: Hopkins
Motion Passed 6-0

- 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

MOTION: Motion to approve

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

- 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

MOTION: Motion to approve

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

- 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

Finance Director Ralph Chipman presented an overview of the item, referencing the supporting documentation included in the agenda packet.

The Council directed the Finance Director to prepare the necessary information for their review, with a focus on public safety.

No motion was brought forward on this item.

7. ADJOURN

MOTION: Motion to adjourn the meeting at 7:20 PM

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

Respectfully Submitted,
Rubina R. Medina, City Clerk

Special Committee of the Whole MEETING MINUTES



July 29, 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, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

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

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

3. MISCELLEANOUS

- A.** A financial presentation by the Finance Director outlining funding options available to Wisconsin municipalities, specifically a municipal vehicle registration fee ("wheel tax") and a potential levy limit referendum, and how these options may apply in New Berlin. This presentation is intended to support an informational discussion among Common Council members as part of a transparent financial planning process. Supporting materials will be displayed during the meeting to provide context and facilitate discussion.

Presentation Only. No action will be taken.

Mayor Ament introduced the item, followed by a presentation from Finance Director Ralph Chipman to the Mayor, Council, and attendees.

- B.** Discussion of a Funding Option Available Under Wisconsin State Law: Municipal Vehicle Registration Fee (commonly referred to as a 'Wheel Tax')

No action will be taken at this meeting.

Mayor Ament introduced the item, followed by a presentation from Finance Director Ralph Chipman to the Mayor, Council, and attendees. After discussion, the Common Council directed that they were not in favor of implementing a wheel tax in the City of New Berlin.

- C.** Discussion of a Funding Option Available Under Wisconsin State Law: Levy Limit Referendum

No action will be taken at this meeting.

Mayor Ament introduced the item and noted that no motion would be taken at this time, but direction was needed to determine whether this should be considered as an option.

The Fire and Police Departments provided a brief explanation of their requests; however, no formal presentation was given.

The Council expressed support for Police and Fire but emphasized the importance of receiving additional information on the requested items to ensure full transparency. They also requested that specific dollar amounts be provided to clearly identify the funding needed.

4. ADJOURN

MOTION: Motion to adjourn at 7:25 PM

VOTE: Motion by: Stribl
Second by: LaFever
Motion Passed 7-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

Form
CTV-102

Cigarette, Tobacco, and Electronic Vaping Device
Appointment of Agent

Date

Agent Type (check one): ☐ Original ☒ Change

Part A: Agent Information		
1. Last Name Hawes	2. First Name Ashley	3. M.I. A
4. Email	5. Phone	
6. Home Address		
7. City Milwaukee	8. State WI	9. Zip Code 53210
10. Date of Birth 11/04/88	11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance

Part B: Questions	
1. Have you completed Form CTV-101, Cigarette, Tobacco, and Electronic Vaping Device - Individual Questionnaire? Submit a completed Form CTV-101 with this form. ☒ Yes ☐ No	
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary. Old Agent is no longer the Agent at this location	

Part C: Business Information	
1. Legal Business Name (individual name if sole proprietor) Speedway LLC	
2. Business Trade Name or DBA Speedway 4230	
3. Entity Type (check one) ☒ Limited Liability Company ☐ Corporation	
4. Premises Address 14000 1 West Greenfield Ave	
5. City New Berlin	6. State WI
7. Zip Code 53151	

Part D: Attestations	
READ CAREFULLY BEFORE SIGNING: I, the Licensee or Permittee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the 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.	
Signature of Licensee or Permittee (officer, member, or authorized signatory) [Signature]	Date 8/8/25
Name of Person Signing David L. Seltzer	Title President
READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted 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 form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.	
Signature of Agent [Signature]	Date 08/20/2025

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)

Speedway LLC

2. Business Trade Name or DBA

Speedway 4230

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.

No longer agent at this location.

Part B: Agent Information

1. Last Name

Hayes

2. First Name

Ashley

3. M.I.

A

4. Email

5. Phone

6. Home Address

7. City

Milwaukee

8. State

WI

9. Zip Code

53210

10. Date of Birth

11/04/1988

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

WI

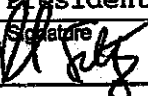
Part C: Agent Questions

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 Seltzer		First Name David		M.I. L
Title President	Email electronicrenewals@7-11.com		Phone (972) 828-1888	
Signature 			Date 08/08/25	

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 Hayes		First Name Ashley		M.I. A
Signature 			Date 08/20/2025	

Ashley Hayes 08/20/2025 17:58:21 CDT

Presentation to the Committee of the Whole of the City of New Berlin August 26, 2025

1. Objective of the audit was to express our opinion on your financial statements.
2. Reports issued
 - a. Financial statements (City, Water Utility and Wastewater Utility)
 - i. Unmodified opinion, commonly referred to as a “clean” opinion
 - ii. Highest level of assurance you can receive from your auditor.
 - iii. Emphasis of matters paragraph
 - b. Reporting and Insights Document
 - i. Includes all communications required under professional standards
 - ii. Includes comments and recommendations resulting from our audit
 - iii. Includes information applicable to future audits

3. Financial highlights (in thousands)

	General Fund	General Debt Service	Capital Improvements	Nonmajor Governmental Funds
Current year activity				
Revenues and other sources	\$ 38,796	\$ 12,307	\$ 14,370	\$ 5,712
Expenditures and other uses	37,035	12,223	9,805	4,816
Change in fund balances	<u>\$ 1,761</u>	<u>\$ 84</u>	<u>\$ 4,565</u>	<u>\$ 896</u>
Fund Balance				
Non-spendable	\$ 219	\$ -	\$ -	\$ -
Restricted	-	1,551	11,127	9,532
Committed	-	-	-	1,300
Assigned	1,500	-	-	504
Unassigned (deficit)	12,141	-	-	-
Total	<u>\$ 13,860</u>	<u>\$ 1,551</u>	<u>\$ 11,127</u>	<u>\$ 11,336</u>



b. Enterprise Funds

	Water Utility	Wastewater Utility	Water Resource Management Utility
Current year activity			
Revenues and other sources	\$ 6,874	\$ 11,933	\$ 2,037
Expenses and other uses	5,526	10,763	1,494
Change in net position	<u>\$ 1,348</u>	<u>\$ 1,170</u>	<u>\$ 543</u>
Cash flows			
Operating	\$ 2,808	\$ 2,106	\$ 905
Noncapital financing	(696)	939	-
Capital and related financing	(1,907)	(880)	(110)
Investing	346	1,558	233
Net change in cash	<u>\$ 551</u>	<u>\$ 3,723</u>	<u>\$ 1,028</u>

c. Budgetary compliance

Details of individual funds actual results to budget can be found in the city's year-end budget to actual report. A summary of the general fund budget to actual results on a budgetary basis follows:

	Final Budget	Actual	Variance: Positive (Negative)
Revenues	\$ 36,335	\$ 37,916	\$ 1,581
Expenditures	37,975	36,726	1,249
Excess (deficiency)	(1,640)	1,190	2,830
Other financing sources (uses)	640	603	(37)
Net change in fund balance - budgetary basis	<u>\$ (1,000)</u>	<u>\$ 1,793</u>	<u>\$ 2,793</u>
Adjustments to generally accepted accounting principles (GAAP) basis - net		(32)	
Net change in fund balance - GAAP basis		<u>\$ 1,761</u>	

d. Long-term debt

Type of debt	Governmental Activities	Business-type Activities	Total
General obligation bonds and notes	\$ 99,560	\$ -	\$ 99,560
Revenue bonds	-	2,350	2,350
Lease payable	211	-	211
Net OPEB obligation	5,106	490	5,596
Compensated absences	1,616	585	2,201
	<u>\$ 106,493</u>	<u>\$ 3,425</u>	<u>\$ 109,918</u>
Statutory debt limit (5% of equalized value)	\$ 402,327,940		
Capacity for additional general obligation debt	\$ 302,767,940		
Percentage of capacity available	75%		

4. Questions – please contact me at wendi.unger@bakertilly.com or 414 777 5423



Reporting and insights from 2024 audit:

City of New Berlin

December 31, 2024

Executive summary

July 25, 2025

To the Common Council
City of New Berlin

We have completed our audit of the financial statements of City of New Berlin (the City) for the year ended December 31, 2024, and have issued our report thereon dated July 25, 2025. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of your City's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

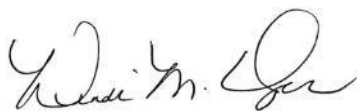
Additionally, we have included information on key risk areas the City of New Berlin should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

Wendi Unger, Principal: wendi.unger@bakertilly.com or +1 (414) 777 5423

Sincerely,

Baker Tilly US, LLP



Wendi M. Unger, CPA, Principal

THIS COMMUNICATION IS INTENDED SOLELY FOR THE INFORMATION AND USE OF THOSE CHARGED WITH GOVERNANCE, AND, IF APPROPRIATE, MANAGEMENT, AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED BY ANYONE OTHER THAN THESE SPECIFIED PARTIES.

BAKER TILLY ADVISORY GROUP, LP AND BAKER TILLY US, LLP, TRADING AS BAKER TILLY, ARE MEMBERS OF THE GLOBAL NETWORK OF BAKER TILLY INTERNATIONAL LTD., THE MEMBERS OF WHICH ARE SEPARATE AND INDEPENDENT LEGAL ENTITIES. BAKER TILLY US, LLP IS A LICENSED CPA FIRM THAT PROVIDES ASSURANCE SERVICES TO ITS CLIENTS. BAKER TILLY ADVISORY GROUP, LP AND ITS SUBSIDIARY ENTITIES PROVIDE TAX AND CONSULTING SERVICES TO THEIR CLIENTS AND ARE NOT LICENSED CPA FIRMS.

Responsibilities

Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of the City's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Common Council:
 - Are free from material misstatement
 - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Performing tests related to compliance with certain provisions of laws, regulations, contracts and grants, as required by *Government Auditing Standards*
- Considering internal control over compliance with requirements that could have a direct and material effect on major federal and major state programs to design tests of both controls and compliance with identified requirements
- Forming and expressing an opinion based on our audit in accordance with OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and *State Single Audit Guidelines* about the entity's compliance with requirements described in the *OMB Compliance Supplement* and *State Single Audit Guidelines* that could have a direct and material effect on each of its major federal and major state programs.
- Our audit does not relieve management or the Common Council of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Common Council, including:

- Internal control matters
- Qualitative aspects of the City's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

Audit status

Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.

Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of the City and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates
- Implementation of new accounting standards

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the City's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk, but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension and OPEB liabilities	Long-term debt
Capital assets including infrastructure	Net position and fund balance calculations	Financial reporting and required disclosures

Internal control matters

We considered the City's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or a significant deficiency may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We identified the following deficiency as a material weakness:

- **Missing key controls**

There are certain controls that are not currently in place related to significant transaction cycles. As a result, there is a risk that erroneous or unauthorized transactions or misstatements could occur without the knowledge of management or the governing body. Our recommendations for strengthening controls are listed below.

- Controls over monthly and year-end accounting

- Adjusting journal entries and supporting documentation should be reviewed and approved by an appropriate person who is not the original preparer.

Since the controls listed above or other compensating controls are not currently in place, errors or irregularities could occur as part of the accounting processes that might not be discovered by management or the governing body. Therefore, the absence of this control is considered to be a material weakness.

We recommend that a designated employee review the risks and this potential control and determine what controls should be implemented. This determination should take into consideration a cost / benefit analysis.

Required communications

Qualitative aspect of accounting practices

- **Accounting policies:** Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2024. We noted no transactions entered into by the City during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.
- **Accounting estimates:** Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Accrued compensated absences	Evaluation of hours earned and accumulated in accordance with employment policies and average wage per hour rates	Reasonable in relation to the financial statements as a whole
Net pension liability and related deferrals	Evaluation of information provided by the Wisconsin Retirement System	Reasonable in relation to the financial statements as a whole
Allowance for doubtful accounts	Evaluation of historical revenues and loss levels with the analysis on collectability of individual amounts	Reasonable in relation to the financial statements as a whole
Net OPEB liability and related deferrals	Key assumptions set by management with the assistance of a third party actuary	Reasonable in relation to the financial statements as a whole
Depreciation/amortization	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole
Leased assets/liabilities and/or lease receivable and related deferral	Evaluation of leases by management and incremental borrowing rate used for present value calculation	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates noted above.

- **Financial statement disclosures:** The disclosures in the financial statements are neutral, consistent and clear.

Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size or nature.

Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no misstatements identified.

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other information in documents containing audited basic financial statements

The City's audited financial statements will be included in the annual comprehensive financial report. Our responsibility for this information does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. We have read the annual comprehensive financial report to determine whether a material inconsistency exists between the other information and the financial statements. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, was materially inconsistent with the information, or manner of its presentation, in the financial statements.

The City's audited financial statements are "general purpose" financial statements. General purpose financial statements consist of the basic financial statements that can be used by a broad group of people for a broad range of activities. Once we have issued our audit report, we have no further obligation to update our report for events occurring after the date of our report. The City can use the audited financial statements in other client prepare documents, such as official statements related to the issuance of debt, without our acknowledgement. Unless we have been engaged to perform services in connection with any subsequent transaction requiring the inclusion of our audit report, as well as to issue an auditor's acknowledgment letter, we have neither read the document nor performed subsequent event procedures in order to determine whether or not our report remains appropriate.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The attachments include copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

We will issue a separate document which contains the results of our audit procedures to comply with the Uniform Guidance and *State Single Audit Guidelines*.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the City's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the City that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the City's related parties.

Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the other information, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information, and we do not express an opinion or provide any assurance on it.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Adjusting journal entries
- Preparation of Part II of the Data Collection Form

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

Common Council resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at <https://www.bakertilly.com/page/audit-committee-resource-center>.

Management representation letter



Department of Finance
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-5097

(262) 797-2448
(262) 786-6121
www.newberlin.org

July 25, 2025

Baker Tilly US, LLP
790 N Water Street, Suite 2000
Milwaukee, WI 53202

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the City of New Berlin as of December 31, 2024 for the year then ended and for the New Berlin Water and Wastewater Utilities as of December 31, 2024 and 2023 for the years then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of New Berlin and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America (GAAP). We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 30, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. The financial statements include all properly classified funds of the primary government required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Distinct, Friendly Community-Extensive Transportation Network-Vibrant Future

- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, if any, are reasonable in accordance with U.S. GAAP.
- 6) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.
- 7) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal and state awards.
- 8) All known audit and bookkeeping adjustments have been included in our financial statements, and we are in agreement with those adjustments.
- 9) There are no known or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with accounting principles generally accepted in the United States of America.
- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the City of New Berlin Common Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) We have not completed an assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.

- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
- 15) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 16) There are no related parties or related party relationships and transactions, including side agreements, of which we are aware.

Other

- 17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 18) We have a process to track the status of audit findings and recommendations.
- 19) We have identified to you any previous financial audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 20) The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources or fund balance or net position.
- 21) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 22) We have appropriately disclosed all information for conduit debt obligations in accordance with GASB 91.
- 23) There are no:
 - a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
 - b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
 - c) Nonspendable, restricted, committed, or assigned fund balances that were not properly authorized and approved.
 - d) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.
 - e) Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.

- 24) In regards to the nonattest services performed by you listed below, we acknowledge our responsibility related to these nonattest services and have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.

a) Adjusting journal entries

b) Preparation of auditee sections of the data collection form

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

- 25) The City of New Berlin has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 26) The City of New Berlin has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.
- 27) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if any. Component units have been properly presented as either blended or discrete.
- 28) The financial statements properly classify all funds and activities.
- 29) All funds that meet the quantitative criteria in GASB Statement No. 34 and No. 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 30) Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
- 31) The City of New Berlin has no derivative financial instruments such as contracts that could be assigned to someone else or net settled, interest rate swaps, collars or caps.
- 32) Provisions for uncollectible receivables, if any, have been properly identified and recorded.
- 33) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 34) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- 35) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 36) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).
- 37) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.

- 38) Tax-exempt bonds issued have retained their tax-exempt status.
- 39) We have appropriately disclosed the City of New Berlin's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. We have also disclosed our policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.
- 40) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 41) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 42) With respect to the supplementary information, (SI):
- a) We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 43) We assume responsibility for, and agree with, the findings of specialists in evaluating the other postemployment benefits and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.
- 44) We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- 45) We believe that the actuarial assumptions and methods used to measure OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- 46) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.
- 47) We have identified any leases or other contracts that are required to be reported as leases and are in agreement with the key assumptions used in the measurement of any lease related assets, liabilities or deferred inflows of resources.

- 48) We have implemented GASB Statement No. 101, *Compensated Absences*, and believe that all required disclosures and accounting considerations have been identified and properly classified in the financial statements in compliance with the Standard.
- 49) We are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or third parties. Our valuation methodologies have been consistently applied from period to period. The fair value measurements reported or disclosed represent our best estimate of fair value as the measurement date in accordance with the requirements of GASB 72 – *Fair Value Measurement*. In addition our disclosures related to fair value measurements are consistent with the objectives outlined in GASB 72. We have evaluated the fair value information provided to us by brokers, pricing services or other parties that has been used in the financial statements and believe this information to be reliable and consistent with the requirements.
- 50) The auditing standards define an annual report as “a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity’s operations and the financial results and financial position as set out in the financial statements.” Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditors’ report thereon. Our annual report is comprised of the annual comprehensive financial report. We have provided you with the final version of the annual report. There are no material inconsistencies between the financial statements and any other information contained within the annual report.
- 51) With respect to federal and state award programs:
- a) We are responsible for understanding and complying with and have complied with the requirements of the Single Audit Act Amendments of 1996, OMB’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *State Single Audit Guidelines*, including requirements relating to preparation of the schedule of expenditures of federal and state awards (SEFSA).
 - b) We acknowledge our responsibility for preparing and presenting the SEFSA and related disclosures in accordance with the requirements of the Uniform Guidance and the State Single Audit Guidelines, and we believe the SEFSA, including its form and content, is fairly presented in accordance with the Uniform Guidance and the *State Single Audit Guidelines*. The methods of measurement and presentation of the SEFSA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFSA.
 - c) If the SEFSA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFSA no later than the date we issue the SEFSA and the auditors’ report thereon.
 - d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance and the *State Single Audit Guidelines* and included in the SEFSA, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

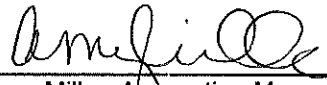
- e) We are responsible for understanding and complying with, and have complied with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal and state programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal and state program.
- f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal and state programs that provide reasonable assurance that we are administering our federal and state awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal and state programs. We believe the internal control system is adequate and is functioning as intended. Also, no changes have been made in the internal control over compliance or other factors to the date of this letter that might significantly affect internal control, including any corrective action taken with regard to control deficiencies reported in the schedule of findings and questioned costs.
- g) We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal or state agencies or pass-through entities relevant to the programs and related activities.
- h) We have received no requests from a federal or state agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements including when applicable, those set forth in the OMB Compliance Supplement and the State Single Audit Guidelines, relating to federal and state awards.
- j) We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- k) Amounts claimed or used for matching were determined in accordance with relevant guidelines in the Uniform Guidance.
- l) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- m) We have made available to you all documentation related to the compliance with the direct and material compliance requirements, including information related to federal and state program financial reports and claims for advances and reimbursements.
- n) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- o) We are not aware of any instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- p) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.

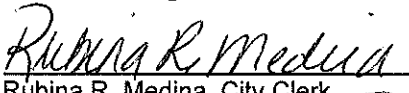
- q) Federal and state program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- r) The copies of federal and state program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal and state agency or pass-through entity, as applicable.
- s) We have charged costs to federal and state awards in accordance with applicable cost principles.
- t) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and the *State Single Audit Guidelines* and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions.
- u) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- v) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- w) We are responsible for preparing and implementing a corrective action plan for each audit finding.
- x) We have disclosed to you all contracts or other agreements with our service organizations, and we have disclosed to you all communications from the service organization relating to noncompliance at the service organizations.

Sincerely,

City of New Berlin

Signed: 
Ralph Chipman, Director of Finance

Signed: 
Amy Miller, Accounting Manager

Signed: 
Rubina R. Medina, City Clerk

Signed: 
Dave Ament, Mayor

Client service team



Wendi Unger, CPA
Principal

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Accounting changes relevant to the City of New Berlin

Future accounting standards update

GASB Statement Number	Description	Potentially impacts you	Effective date
102	Certain Risk Disclosures	✓	12/31/25
103	Financial Reporting Model Improvements	✓	12/31/26
104	Disclosure of Certain Capital Assets	✓	12/31/25

Further information on upcoming [GASB pronouncements](#).

New guidance on disclosure of certain risks

The requirements in GASB Statement No. 102, *Certain Risk Disclosures* is meant to provide financial statement users with information about certain risks when circumstances make a government vulnerable to a heightened possibility of loss or harm. It requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints.

- (a) The Statement defines a concentration as a lack of diversity related to an aspect of a significant inflow or outflow of resources—for example, a small number of companies that represent a majority of employment in a government’s jurisdiction, or a government that relies on one revenue source for most of its revenue.
- (b) The Statement defines a constraint as a limitation imposed on a government by an external party or by formal action of the government’s highest level of decision-making authority—such as a voter-approved property tax cap or a state-imposed debt limit.

Concentrations and constraints may limit a government’s ability to acquire resources or control spending.

The Statement generally requires a government to disclose information about a concentration or constraint if all of the following criteria are met:

- (a) The concentration or constraint is *known* to the government prior to issuing the financial statements.
- (b) The concentration or constraint makes the government vulnerable to the risk of a substantial impact.
- (c) An event or events associated with the concentration or constraint that could cause a substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

The disclosures should include a description of the following:

- The concentration or constraint,
- Each event associated with the concentration or constraint that could cause a substantial impact if the event has occurred or has begun to occur prior to the issuance of the financial statements, and
- Actions taken by the government to mitigate the risk prior to the issuance of the financial statements.

Changes to the financial reporting model

GASB Statement 103, *Financial Reporting Model Improvements*, builds on Statement 34 by providing key targeted improvements to the financial reporting model. Its requirements are designed to:

- Enhance the effectiveness of governmental financial reports in providing information essential for decision making and assessing a government's accountability, and
- Address certain application issues.

The targeted improvements contained in Statement 103 establish or modify existing accounting and financial reporting requirements related to:

- Management's discussion and analysis - While the overall requirements do not substantially change management's discussion and analysis, the modifications are meant to improve the analysis included in this section and provide details about the items that should be discussed as currently known facts, decisions, or conditions expected to have a significant financial effect in the subsequent period.
- Unusual or infrequent items (previously known as extraordinary and special items) - The new Statement simplifies GASB literature by eliminating the separate presentation of extraordinary and special items. Under the requirement of Statement 103, applicable items will either be identified as unusual or infrequent, or both.
- Presentation of the proprietary fund statement of revenues, expenses, and changes in fund net position - The changes are designed to improve consistency around the classification of items in these statements by better defining what should be included in operating revenues and expenses and nonoperating revenues and expenses including, for example, the addition of subsidies received or provided as a new category of nonoperating revenues and expenses.
- Major component unit information, and Budgetary comparison information - Statement 103 is designed to improve the consistency of the reporting of major component unit information and budgetary comparison information by specifying required placement of that information.

Revisions to disclosures for certain capital assets

Governments are required to provide information on capital assets in the footnotes to the financial statements as outlined in GASB Statement No. 34. Recent standards have impacted the accounting and reporting for capital assets and as a result GASB issued Statement No. 104, *Disclosure of Certain Capital Assets* to provide enhanced disclosures for certain capital assets, including

- (a) Lease assets reported under Statement No. 87, intangible right-to-use assets reported under Statement No. 94 and subscription assets reported under Statement No. 96 should all be disclosed separately, and by major class of underlying asset. In addition, if there are any other intangible assets reported they should also be disclosed separately.
- (b) Capital assets that are held for sale should have the ending balance with separate disclosure for historical cost and related accumulated depreciation as well as any outstanding debt for which the asset is pledged as collateral disclosed by major class of asset. Assets held for sale are defined as those for which the government has decided to pursue the sale, and it is probable that the sale will be finalized within one year of the financial statement date.

While these changes are focused on footnote disclosures it is important to plan ahead to ensure the required information is available for implementation.

Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - Identify types of potential misstatements.
 - Consider factors that affect the risks of material misstatement.
 - Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs. For audits performed in accordance with *Government Auditing Standards*, our report will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, *OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*.

We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits done in accordance with *Government Auditing Standards*, the Uniform Guidance, and the *State Single Audit Guidelines*, our report will include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance and, (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and the Uniform Guidance, and the *State Single Audit Guidelines*, in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. We anticipate that the City will receive an unmodified opinion on its financial statements.
- e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- f. Have you had any significant communications with regulators or grantor agencies?
- g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means or wish to provide other feedback. We welcome the opportunity to hear from you.

CITY OF NEW BERLIN

New Berlin, Wisconsin

ANNUAL COMPREHENSIVE FINANCIAL REPORT

As of and for the Year Ended
December 31, 2024

CITY OF NEW BERLIN

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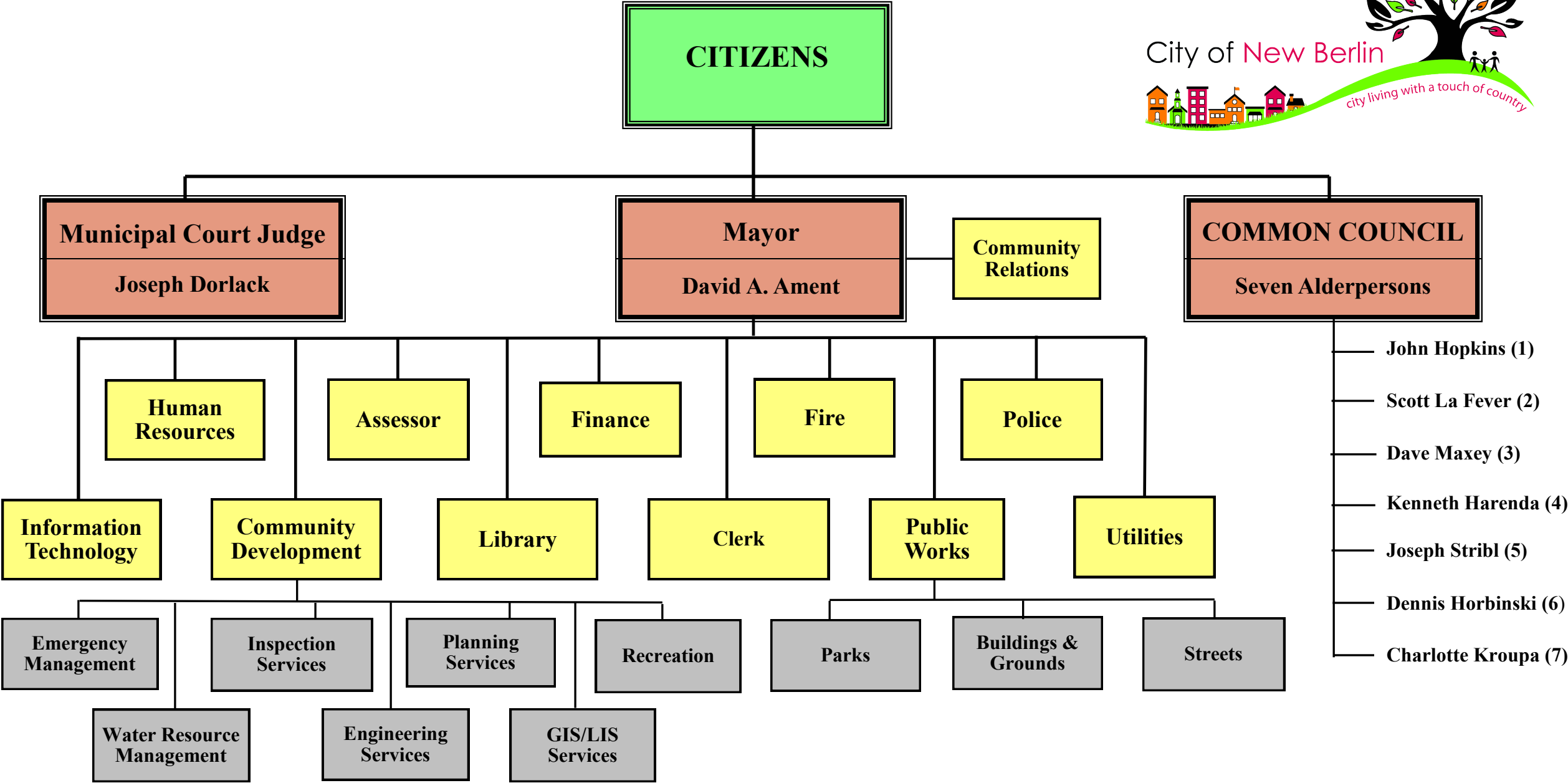
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INTRODUCTORY SECTION

CITY OF NEW BERLIN ORGANIZATIONAL CHART



CITY OF NEW BERLIN, WISCONSIN

2024 LIST OF PRINCIPAL OFFICIALS

ELECTED OFFICIALS

<u>Title</u>	<u>Name</u>
City Mayor	David Ament
Aldersperson – District 1	John Hopkins
Aldersperson – District 2	Scott La Fever
Aldersperson – District 3	Dave Maxey
Aldersperson – District 4	Kenneth A Harenda II
Aldersperson – District 5	Joseph Stribl
Aldersperson – District 6	Dennis Horbinski
Aldersperson – District 7	Charlotte Kroupa
Municipal Judge	Joseph S Dorlack

NON ELECTED OFFICIALS

Assessor	Timothy Kosteretz
Attorney	Thomas Schmitzer
Director of Community Development	Gregory Kessler
Director of Human Resources	Melissa Beck
Director of Information Technology	Alan Skornia
Director of Public Works	Lucas Pichler
City Engineer	Tamara Simonson
Emergency Management Director	Jim Burns
Facilities & Grounds Supervisor	Robert Loohaus
Finance Director	Ralph Chipman
Fire Chief	Mark Polzin
Library	Natalie Beacom
Parks Supervisor	Joshua Fabian
Police Chief	Jeffrey Hingiss
Streets Supervisor	Jason Bednarz
Utility Manager	Alexander Parker

FINANCIAL SECTION

Independent Auditors' Report

To the City Council of
City of New Berlin

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of New Berlin (City), as of and for the year ended December 31, 2024 and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of New Berlin, Wisconsin, as of December 31, 2024 and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (GAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the City adopted the provisions of GASB Statement No. 101, effective January 1, 2024. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the Introductory section and Statistical section included in the annual comprehensive financial report but does not include the basic financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 25, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

Milwaukee, Wisconsin
July 25, 2025

Management's Discussion and Analysis (unaudited)

As management of the City of New Berlin, we offer readers of the City of New Berlin's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2024. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

Financial Highlights

- The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the close of the year by \$210.5 million (net position), which is an increase of \$7.7 million. Of the net position amount \$53.6 million is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors.
- The governmental activities revenue and transfers totaled \$54.8 million, or a 6.8% increase over the prior year and expenses totaled \$50.1 million, as compared to \$51.8 million in 2023, or a 3.2% decrease over the prior year. The results of these activities produced an increase in governmental net position of \$4.7 million.
- The business-type activities revenue totaled \$20.8 million, or a 15.4% decrease over the prior year and expenses and transfers totaled \$17.7 million or a 6.3% increase over last year. The result produced an increase in business-type net position of \$3.1 million.
- As of the end of the current fiscal year, governmental activities reported an ending net position of \$57.0 million, an increase of \$4.7 million in comparison with the prior year.
- The City of New Berlin's total debt decreased by \$4,345 (4.5%) during the current fiscal year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of New Berlin's basic financial statements. The City of New Berlin's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City of New Berlin's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City of New Berlin's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of New Berlin is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of New Berlin that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of New Berlin include general government, protection of persons and property, highway and transportation, library, conservation and development, and parks and recreation. The business-type activities of the City of New Berlin include a Water Utility, a Wastewater Utility and a Water Resource Management Utility.

The government-wide financial statements include the City of New Berlin (known as the *primary government*). The Water, Wastewater and Water Resource Management Utilities, although legally separate, function for all practical purposes as departments of the City of New Berlin, and therefore have been included as an integral part of the primary government.

The government-wide financial statements can be found on pages 18-19 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of New Berlin, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of New Berlin can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of New Berlin maintains twenty-five individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the general debt service fund and the capital improvements fund, all of which are considered to be major funds. Data from the other twenty-two governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report.

The City of New Berlin adopts an annual appropriated budget for all funds as required by state statute. Budgetary comparison statements have been provided for the general fund and each major special revenue fund, if any, to demonstrate compliance with the adopted budget.

The basic governmental fund financial statements can be found on pages 20-24 of this report.

Proprietary funds. The City of New Berlin maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of New Berlin uses enterprise funds to account for its Water, Wastewater and Water Resource Management Utilities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City of New Berlin uses an internal service fund to account for its insurance fund. Because this service predominantly benefits governmental rather than business-type functions, it has been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water, Wastewater, and Water Resource Management Utilities, all of which are considered to be major funds of the City of New Berlin.

The basic proprietary fund financial statements can be found on pages 25-29 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the City of New Berlin's own programs. The most significant fiduciary fund maintained by the City of New Berlin is the Tax Collection Fund which records the tax roll and tax collections for other taxing jurisdictions within the City of New Berlin. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 30-31 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 32-81 of this report.

Other information. The combining statements referred to earlier in connection with non-major governmental funds is presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 85-111 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of New Berlin, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$210,456 at the close of the most recent fiscal year.

The City of New Berlin's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, and infrastructure); less any related debt used to acquire those assets that is still outstanding. The City of New Berlin used these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of New Berlin's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

CITY OF NEW BERLIN NET POSITION December 31, 2024 and 2023

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 85,479	\$ 78,576	\$ 42,262	\$ 38,197	\$ 127,741	\$ 116,773
Capital assets	123,940	122,837	115,844	117,165	239,784	240,002
Total Assets	<u>209,419</u>	<u>201,413</u>	<u>158,106</u>	<u>155,362</u>	<u>367,525</u>	<u>356,775</u>
Deferred Outflows of Resources	<u>19,881</u>	<u>29,023</u>	<u>1,010</u>	<u>1,460</u>	<u>20,891</u>	<u>30,483</u>
Long-term liabilities outstanding	97,292	94,358	2,692	2,841	99,984	97,199
Current and other liabilities	18,532	24,997	764	1,493	19,296	26,490
Total Liabilities	<u>115,824</u>	<u>119,355</u>	<u>3,456</u>	<u>4,334</u>	<u>119,280</u>	<u>123,689</u>
Deferred Inflows of Resources	<u>56,400</u>	<u>58,702</u>	<u>2,193</u>	<u>2,081</u>	<u>58,593</u>	<u>60,783</u>
Net position			-			
Net investment in capital assets	32,036	31,403	113,494	114,224	145,530	145,627
Restricted	10,975	10,023	359	559	11,334	10,582
Unrestricted	14,065	10,953	39,614	35,624	53,679	46,577
Total net position	<u>\$ 57,076</u>	<u>\$ 52,379</u>	<u>\$ 153,467</u>	<u>\$ 150,407</u>	<u>\$ 210,543</u>	<u>\$ 202,786</u>

An additional portion of the City of New Berlin's governmental activities net position (19.2 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* is \$14,042.

The government's net position increased a total of \$7,757 during the current fiscal year. Business type activities increased \$3,060 while government activities had an increase of \$4,697.

Governmental activities. Governmental activities increased the City of New Berlin's net position by \$4,697. Governmental expenses included \$5,400 of depreciation expense allocated as follows: \$653 to general government, \$1,206 to public safety, \$2,074 to highway and transportation, \$370 to library, and \$1,097 to parks and recreation. Depreciation expense is 10.8% of the total expenses for governmental activities. Total expenses increased \$238 or .5%.

Some of the significant changes in revenues and expenses were as follows:

Revenues:

- State shared revenue increased \$985.
- Tax Increment of \$896 from the two active districts is an increase of \$207 over the previous year.
- Investment income increased \$333 due to the increase in interest rates net of marking the investments to market.

Expenses:

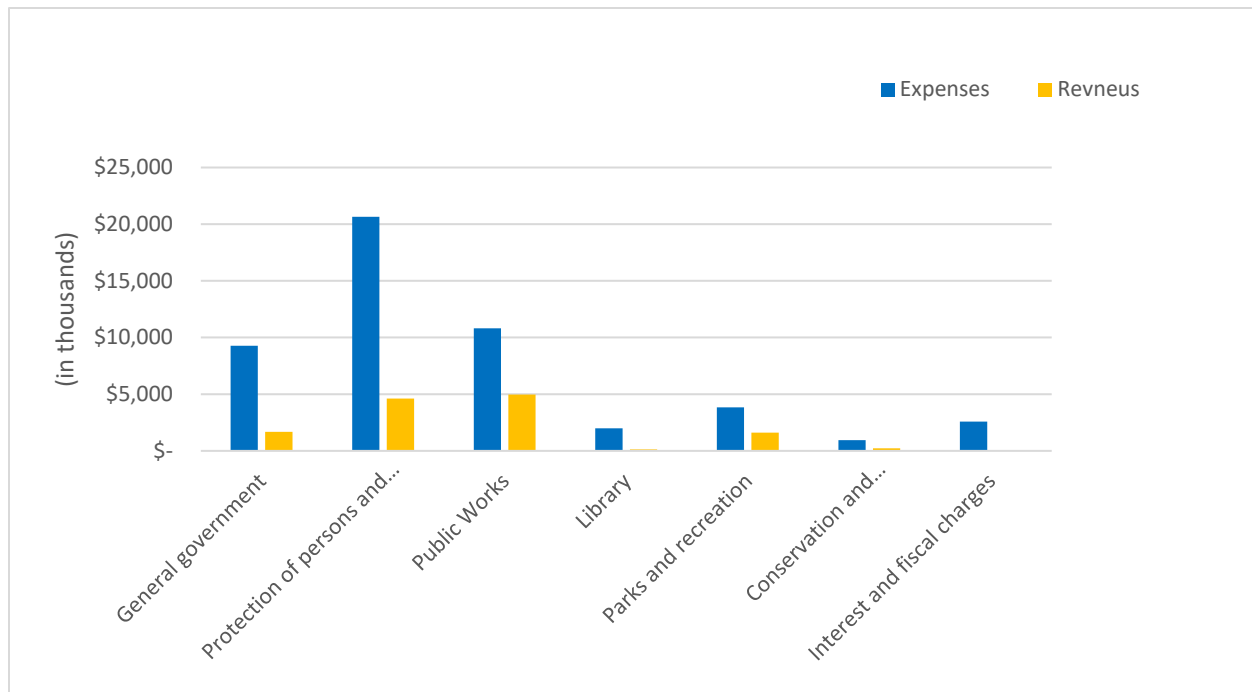
- Net pension expense due to GASB 68 increased \$747. The expense is spread across all functions based on contributions.
- The Activity & Recreation Center opened in February of 2024, adding four positions and increasing utility & maintenance costs.
- Total General fund expenditures increased \$2,651 or 7.8%.

The following is a more detailed review of the years' operation.

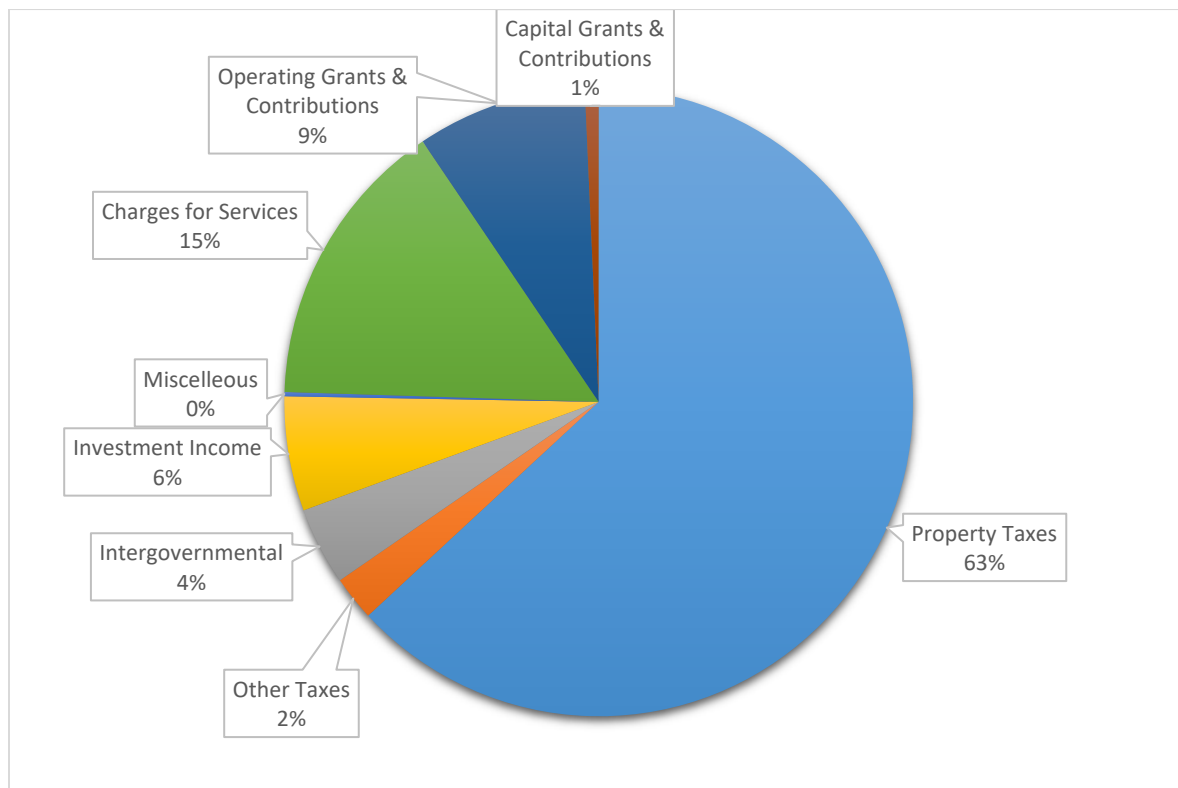
CITY OF NEW BERLIN CHANGES IN NET POSITION
For the years ending December 31, 2024 and 2023

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues						
Program revenues						
Charges for services	\$ 8,186	\$ 7,368	\$ 19,246	\$ 18,594	\$ 27,432	\$ 25,962
Operating grants and contributions	4,750	5,194	65	1,787	4,815	6,981
Capital grants and contributions	383	1,072	-	559	383	1,631
General Revenues						
Property taxes	34,087	33,130	-	-	34,087	33,130
Other taxes	1,238	460	-	-	1,238	460
Intergovernmental revenues not restricted to specific programs	2,161	1,054	-	-	2,161	1,054
Investment income (loss)	3,182	2,849	1,490	1,593	4,672	4,442
Other	118	112	-	17	118	129
Total revenues	<u>54,105</u>	<u>51,239</u>	<u>20,801</u>	<u>22,550</u>	<u>74,906</u>	<u>73,789</u>
Expenses						
General government	9,275	7,403	-	-	9,275	7,403
Public safety	20,649	23,472	-	-	20,649	23,472
Highway and transportation	10,808	10,641	-	-	10,808	10,641
Library	1,986	1,875	-	-	1,986	1,875
Parks and recreation	3,838	3,053	-	-	3,838	3,053
Conservation and development	943	1,035	-	-	943	1,035
Interest and fiscal charges	2,576	2,356	-	-	2,576	2,356
Water	-	-	4,831	4,878	4,831	4,878
Wastewater	-	-	10,750	12,303	10,750	12,303
Water resource management	-	-	1,494	1,748	1,494	1,748
Total expenses	<u>50,075</u>	<u>49,835</u>	<u>17,075</u>	<u>18,929</u>	<u>67,150</u>	<u>68,764</u>
Increase (decrease) in net position before transfers	4,030	1,404	3,726	3,621	7,756	5,025
Transfers	<u>666</u>	<u>(2,005)</u>	<u>(666)</u>	<u>2,005</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net position	4,696	(601)	3,060	5,626	7,756	5,025
Net position - January 1	<u>52,380</u>	<u>48,455</u>	<u>150,407</u>	<u>144,781</u>	<u>202,787</u>	<u>193,236</u>
Net position - December 31	<u>\$ 57,076</u>	<u>\$ 47,854</u>	<u>\$ 153,467</u>	<u>\$ 150,407</u>	<u>\$ 210,543</u>	<u>\$ 198,261</u>

Expenses and Program Revenues – Governmental Activities

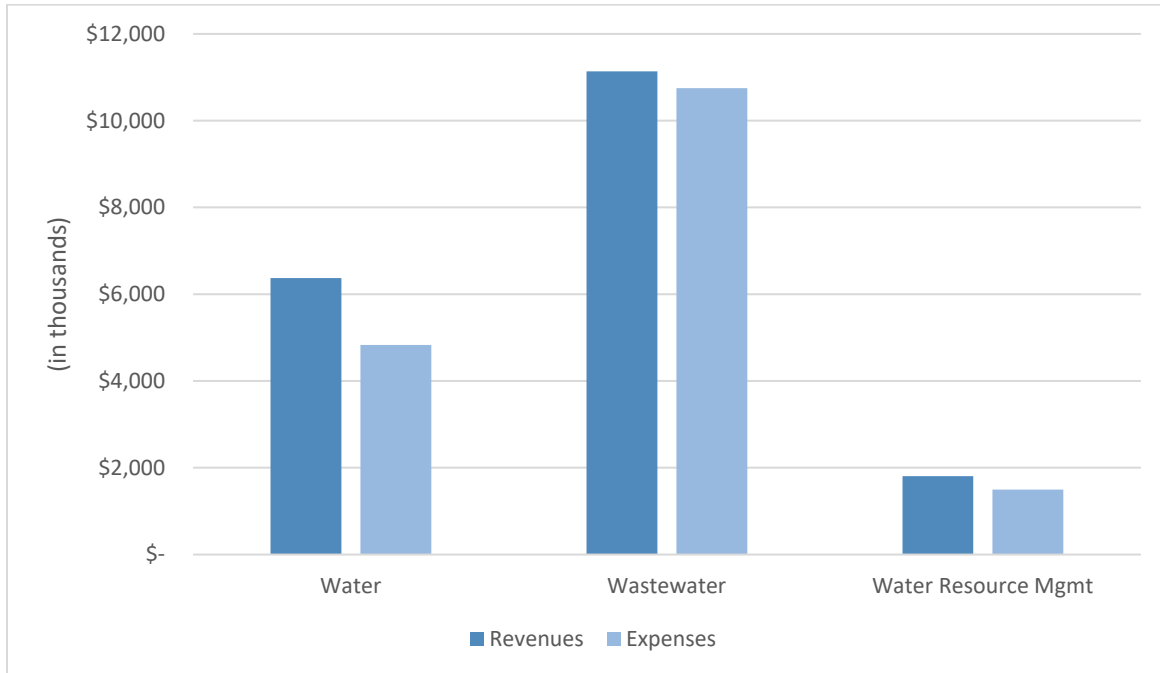


Program and General Revenues by Source – Governmental Activities

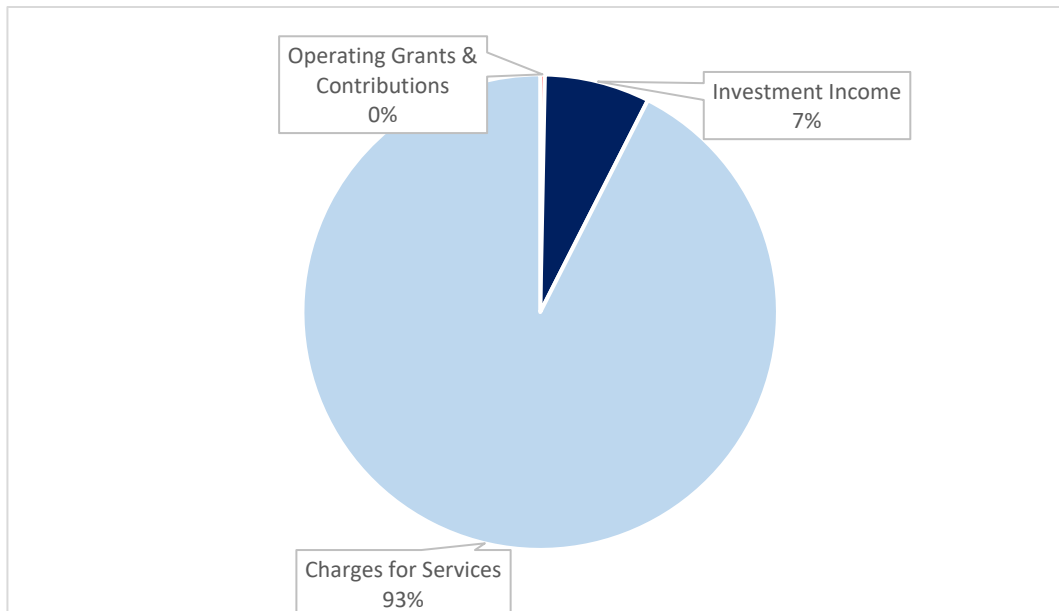


Business-type activities. Business-type activities increased the City of New Berlin’s net position by \$3.1 million in 2024. The operating income of the utilities increased \$787 from last year. The operating income for the wastewater utility decreased \$448, the operating income for the water increased \$970 and the Water Resource Management utility increased \$265.

Expenses and Program Revenues – Business-type Activities



Revenues by Source – Business-type Activities



Financial Analysis of the Government's Funds

As noted earlier, the City of New Berlin uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of New Berlin's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

Fund balances are the differences between assets/deferred outflows of resources and liabilities/deferred inflows of resources in a governmental fund. The non-spendable fund balance includes amounts that are not in spendable form, or amounts that are required to be maintained intact. Restricted fund balance include amounts that can be spent only for the specific purposes stipulated by external providers, such a grant providers or bondholders, as well as amounts that are restricted constitutionally or through legislation. Committed fund balance includes amounts that can be used only for the specific purposes that are determined by a formal action of the government's highest level of decision making authority. Assigned fund balance applies to amounts that are intended for specific purposes as expressed by the governing body or authorized official and applies to remaining resources in any governmental fund other than the general fund. Unassigned fund balances include all amounts not contained in other classifications for the general fund, and deficit fund balance in any other governmental fund.

As of the end of the current fiscal year, the City of New Berlin's governmental fund reported combined ending fund balances of \$37.9 million. Of that amount, a fraction was non-spendable, \$22.2 million was restricted, \$1.3 million was committed, \$2.0 million was assigned, and \$12.1 million was unassigned fund balance.

The general fund is the chief operating fund of the City of New Berlin. At the end of the current fiscal year, the unassigned fund balance of the general fund was \$12,141, while total fund balance increased \$1,761 to \$13,859. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 33.1 percent of total general fund expenditures, while total fund balance represents 37.8 percent of that same amount.

The fund balance of the City of New Berlin's general fund increased \$1,761 during the current fiscal year compared to a budgeted use of fund balance of \$1,000. Key factors in this outcome are as follows:

- Investment income had a positive \$1,548 balance, due to the relatively large increase in interest rates.
- Police department has a \$398 positive budget balance, due mainly to several vacant positions because of retirements.
- Fire department has a \$575 positive budget balance, due mainly to several vacant positions because of retirements.

The debt service fund has a total fund balance of \$1,551, all of which is reserved for the payment of debt service.

Proprietary funds. The City of New Berlin's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water Utility at the end of the year amounted to \$5,761, for the Wastewater Utility \$27,991 and for the Water Resource Management Utility amounted to \$5,862. The total change in net position for the funds was \$2,002, \$1,182, and \$543, respectively. Other factors concerning the finances of these funds have already been addressed in the discussion of the City of New Berlin's business-type activities.

General Fund Budgetary Highlights

There was only one difference between the original budget and the final amended budget in 2024. The transfer from contingency was as follows:

- \$25 increase to the Human Resources Department for a salary study

During the year, expenditures were less than budgetary estimates, thus fund balance was not drawn down as much as budgeted.

Capital Asset and Debt Administration

Capital assets: The City of New Berlin's investment in capital assets for its governmental and business type activities as of December 31, 2024, amounts to \$239,784 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings, machinery and equipment, park facilities, roads, highways, and sidewalks. The City of New Berlin's overall investment in capital assets for the current fiscal year decreased by .1% - (governmental activities increased 1% while business-type activities decreased 1.1%).

Major capital asset events during the current fiscal year included the following:

- Baseball diamond lighting projects at Malone part totaling \$600.
- Window replacement at city hall, for a cost of \$441
- The Recreation Center Phase II was completed in 2024, \$1.4 million spent in the current year, total cost of \$12.7 million.
- The first phase of Community Center at Hickory Grove project started, \$1.82 million spent in 2024.
- The balances of additions were routine in nature.

CITY OF NEW BERLIN'S CAPITAL ASSETS
(net of accumulated depreciation)
December 31, 2024 and 2023

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land & improvements	\$ 21,867	\$ 21,493	\$ 1,416	\$ 1,416	\$ 23,283	\$ 22,909
Intangible asset	212	308	300	375	512	683
Buildings	40,162	26,888	3,007	2,431	43,169	29,319
Machinery and equipment	17,489	17,300	2,688	2,353	20,177	19,653
Infrastructure	41,657	41,996	108,362	107,890	150,019	149,886
Construction in progress	2,553	14,852	71	2,701	2,624	17,553
Total	<u>\$ 123,940</u>	<u>\$ 122,837</u>	<u>\$ 115,844</u>	<u>\$ 117,166</u>	<u>\$ 239,784</u>	<u>\$ 240,003</u>

Additional information on the City of New Berlin's capital assets can be found in Note IV D on pages 55-58 of this report.

Long-term debt. At the end of the current fiscal year, the City of New Berlin had total bonded debt outstanding of \$99,560 which is backed by the full faith and credit of the government.

CITY OF NEW BERLIN'S OUTSTANDING DEBT
December 31, 2024 and 2023

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
General obligation bonds and notes	\$ 99,560	\$ 94,635	\$ -	\$ 435	\$ 99,560	\$ 95,070
Revenue bonds	-	-	2,350	2,495	2,350	2,495
Total Outstanding Debt	<u>\$ 99,560</u>	<u>\$ 94,635</u>	<u>\$ 2,350</u>	<u>\$ 2,930</u>	<u>\$ 101,910</u>	<u>\$ 97,565</u>

The City of New Berlin's total debt increased \$4,345 (4.5 percent) during the current fiscal year.

Moody's affirmed the City's Aaa rating for its' \$13.950 million general obligation notes issued in September.

State statutes limit the amount of general obligation debt a governmental entity may issue to 5 percent of its total equalized valuation. The current debt limitation for the City of New Berlin is \$355,256, which is significantly in excess of the City of New Berlin's outstanding general obligation debt.

Additional information on the City of New Berlin's long-term debt can be found in note IV F on pages 61-65 of this report.

Economic Factors and Next Year's Budgets and Rates

- The City's adopted budget increased to \$54,844 from \$50,551 in 2024, an increase of 8.5%.
- Debt service increased \$2,110 in 2025.
- The City maintained an Aaa bond rating from Moody's Investors Service, noting strong financial position and unused levy capacity that provides operational flexibility.
- The State of Wisconsin imposed a maximum tax levy increase of 0% for municipalities in 2012 and thereafter.

All of these factors were considered in preparing the City of New Berlin's budget for the 2025 fiscal year.

During the current fiscal year, unassigned fund balance in the general fund increased to \$12,141. The City of New Berlin has appropriated \$1,500 surplus for spending in the 2025 fiscal year budget. It is intended that this use of available fund balance will stabilize the tax rate during the 2024 fiscal year.

Requests for Information

This financial report is designed to provide a general overview of the City of New Berlin's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report, or requests for additional financial information should be addressed to the Finance Director, 3805 South Casper Drive, New Berlin, Wisconsin, 53151.

General information relating to the City of New Berlin, Wisconsin, can be found at the City's website, www.newberlin.org.

BASIC FINANCIAL STATEMENTS

CITY OF NEW BERLIN

STATEMENT OF NET POSITION As of December 31, 2024

	Primary Government		
	Governmental Activities	Business- type Activities	Total
ASSETS			
Cash and investments	\$ 41,325,503	\$ 33,026,939	\$ 74,352,442
Receivables (net of allowance for uncollectible accounts)	45,653,620	6,544,658	52,198,278
Internal balances	(2,329,735)	2,329,735	-
Prepaid items	27,935	1,095	29,030
Deposit with CVMIC	802,060	-	802,060
Restricted asset			
Cash and investments	-	359,494	359,494
Capital assets (net of accumulated depreciation/amortization)			
Land	18,266,272	1,415,910	19,682,182
Other capital assets	103,120,707	114,356,850	217,477,557
Construction in progress	2,552,607	71,321	2,623,928
Total Assets	209,418,969	158,106,002	367,524,971
DEFERRED OUTFLOWS OF RESOURCES			
Pension related amounts	19,456,118	960,566	20,416,684
OPEB related amounts	424,800	49,822	474,622
Total Deferred Outflows of Resources	19,880,918	1,010,388	20,891,306
LIABILITIES			
Accounts payable and other current liabilities	3,045,324	494,987	3,540,311
Accrued interest payable	417,503	20,316	437,819
Unearned revenue	246,493	-	246,493
Noncurrent liabilities			
Due within one year	12,582,305	148,428	12,730,733
Due in more than one year	97,356,391	2,691,897	100,048,288
Net pension liability	2,175,700	100,858	2,276,558
Total Liabilities	115,823,716	3,456,486	119,280,202
DEFERRED INFLOWS OF RESOURCES			
Pension related amounts	11,615,273	595,470	12,210,743
OPEB related amounts	1,712,663	200,868	1,913,531
Lease related amounts	3,267,367	1,396,283	4,663,650
Unearned revenue	39,804,418	-	39,804,418
Total Deferred Inflows of Resources	56,399,721	2,192,621	58,592,342
NET POSITION			
Net investment in capital assets	32,036,462	113,493,959	145,530,421
Restricted for			
Debt service	1,133,600	-	1,133,600
Impact fees	97,087	-	97,087
Replacement	-	359,494	359,494
Wastewater RCA fees	1,998,228	-	1,998,228
Culture and recreational programs	1,842,139	-	1,842,139
Public safety programs	331,928	-	331,928
Public works	877,656	-	877,656
Community development	666,703	-	666,703
Tax increment district	1,723,523	-	1,723,523
Capital projects	2,304,012	-	2,304,012
Unrestricted (deficit)	14,065,112	39,613,830	53,678,942
TOTAL NET POSITION	\$ 57,076,450	\$ 153,467,283	\$ 210,543,733

See accompanying notes to financial statements.

CITY OF NEW BERLIN

STATEMENT OF ACTIVITIES For the Year Ended December 31, 2024

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Totals
Primary government						
Governmental Activities						
General government	\$ 9,275,156	\$ 960,139	\$ 823,060	\$ -	\$ (7,491,957)	\$ (7,491,957)
Protection of persons and property	20,649,429	3,018,386	1,563,034	28,398	(16,039,611)	(16,039,611)
Public Works	10,808,194	2,751,338	2,190,853	25,798	(5,840,205)	(5,840,205)
Library	1,985,854	112,745	-	10,923	(1,862,186)	(1,862,186)
Parks and recreation	3,837,504	1,247,722	45,194	317,502	(2,227,086)	(2,227,086)
Conservation and development	942,957	95,505	128,282	-	(719,170)	(719,170)
Interest and fiscal charges	2,575,834	-	-	-	(2,575,834)	(2,575,834)
Total Governmental Activities	50,074,928	8,185,835	4,750,423	382,621	(36,756,049)	(36,756,049)
Business-type Activities						
Water	4,830,789	6,372,354	-	-	1,541,565	1,541,565
Wastewater	10,750,353	11,069,904	65,091	-	384,642	384,642
Water Resource Management	1,493,448	1,803,605	-	-	310,157	310,157
Total Business-type Activities	17,074,590	19,245,863	65,091	-	2,236,364	2,236,364
Total primary government	\$ 67,149,518	\$ 27,431,698	\$ 4,815,514	\$ 382,621	(36,756,049)	(34,519,685)
General Revenues:						
Taxes						
Property taxes, levied for general purposes					23,421,674	23,421,674
Property taxes, levied for debt service					10,665,557	10,665,557
Other taxes					1,237,799	1,237,799
Intergovernmental revenues not restricted to specific programs					2,161,260	2,161,260
Investment income					3,182,306	4,672,993
Miscellaneous					118,030	118,030
Transfers					666,481	(666,481)
Total General Revenues and Transfers					41,453,107	42,277,313
Change in Net Position					4,697,058	7,757,628
Net Position - Beginning of Year					52,379,392	202,786,105
Net Position - End of Year					\$ 57,076,450	\$ 210,543,733

See accompanying notes to financial statements.

CITY OF NEW BERLIN

BALANCE SHEET
GOVERNMENTAL FUNDS
As of December 31, 2024

	General	General Debt Service	Capital Project Capital Improvements	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Cash and investments	\$ 15,356,366	\$ 1,551,103	\$ 12,649,227	\$ 11,275,976	\$ 40,832,672
Receivables (net of allowance for uncollectible accounts)					
Taxes	26,544,256	12,831,869	-	1,176,664	40,552,789
Delinquent personal property taxes	190,772	-	-	-	190,772
Accounts	975,421	-	264,767	339,777	1,579,965
Leases	3,267,367	-	-	-	3,267,367
Interest	48,568	-	-	-	48,568
Special assessments	-	-	-	14,159	14,159
Due from other funds	306,825	-	-	-	306,825
Prepaid items	27,935	-	-	-	27,935
TOTAL ASSETS	\$ 46,717,510	\$ 14,382,972	\$ 12,913,994	\$ 12,806,576	\$ 86,821,052
LIABILITIES					
Accounts payable	\$ 1,190,446	\$ -	\$ 619,390	\$ 259,927	\$ 2,069,763
Accrued liabilities	92,058	-	-	-	92,058
Accrued payroll	726,726	-	-	-	726,726
Due to other funds	1,469,128	-	-	-	1,469,128
Advance from other funds	-	-	1,167,432	-	1,167,432
Unearned revenues	227,093	-	-	19,400	246,493
Total Liabilities	3,705,451	-	1,786,822	279,327	5,771,600
DEFERRED INFLOWS OF RESOURCES					
Unearned revenues	25,795,885	12,831,869	-	1,176,664	39,804,418
Lease related amounts	3,267,367	-	-	-	3,267,367
Unavailable revenues	89,417	-	-	14,159	103,576
Total Deferred Inflows of Resources	29,152,669	12,831,869	-	1,190,823	43,175,361
FUND BALANCES					
Non-spendable:					
Delinquent personal property taxes	190,772	-	-	-	190,772
Prepays	27,935	-	-	-	27,935
Restricted					
Culture and recreation	-	-	-	1,842,139	1,842,139
Public safety	-	-	-	355,480	355,480
Community development	-	-	-	334,471	334,471
Tax Incremental District	-	-	-	1,723,523	1,723,523
Impact and RCA fees	-	-	-	2,095,315	2,095,315
Capital Projects	-	-	11,127,172	2,304,012	13,431,184
Debt Service	-	1,551,103	-	-	1,551,103
Public works	-	-	-	877,656	877,656
Committed:					
Culture and recreation	-	-	-	734,252	734,252
Community development	-	-	-	566,089	566,089
Assigned					
Subsequent year budget appropriations	1,500,000	-	-	-	1,500,000
Capital Projects	-	-	-	503,489	503,489
Unassigned	12,140,683	-	-	-	12,140,683
Total Fund Balances	13,859,390	1,551,103	11,127,172	11,336,426	37,874,091
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 46,717,510	\$ 14,382,972	\$ 12,913,994	\$ 12,806,576	
Amounts reported for governmental activities in the statement of net position are different because:					
Capital assets used in governmental funds are not financial resources and therefore are not reported in the funds.					123,939,586
See Note IV D.					1,138,114
Internal service funds are reported in the statement of net position as governmental activities					(2,175,700)
The net pension liability does not relate to current financial resources and is not reported in the governmental funds.					19,880,918
Deferred outflows of resources related to pension and OPEB do not relate to current financial resources and are not reported in the governmental funds.					(13,327,936)
Deferred inflows of resources related to pension and OPEB do not relate to current financial resources and are not reported in the governmental funds.					103,576
Some receivables that are not currently available are reported as unavailable revenue in the fund financial statements but are recognized as revenue when earned in the government-wide statements. See Note II A.					(110,356,199)
Some liabilities, including long-term debt, are not due and payable in the current period and therefore are not reported in the funds. See Note II A.					
NET POSITION OF GOVERNMENTAL ACTIVITIES					\$ 57,076,450

See accompanying notes to financial statements.

CITY OF NEW BERLIN

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

For the Year Ended December 31, 2024

	General	General Debt Service	Capital Project Capital Improvements	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES					
Taxes	\$ 23,529,676	\$ 10,625,903	\$ 156,707	\$ 1,141,026	\$ 35,453,312
Intergovernmental	6,395,415	-	-	254,096	6,649,511
Licenses and permits	1,471,627	-	-	-	1,471,627
Fines, forfeitures and penalties	392,635	-	-	-	392,635
Public charges for services	2,727,912	-	-	2,215,808	4,943,720
Public improvement revenues	-	-	-	204,891	204,891
Interdepartmental revenues	572,152	-	-	-	572,152
Investment income	2,548,686	5,050	263,006	365,564	3,182,306
Miscellaneous revenues	277,563	-	-	881,119	1,158,682
Total Revenues	<u>37,915,666</u>	<u>10,630,953</u>	<u>419,713</u>	<u>5,062,504</u>	<u>54,028,836</u>
EXPENDITURES					
Current					
General government	7,989,174	-	8,314	51,124	8,048,612
Protection of persons and property	20,266,192	-	-	207,588	20,473,780
Public Works	3,804,262	-	-	2,380,095	6,184,357
Library	1,866,421	-	-	46,627	1,913,048
Parks and recreation	2,131,992	-	-	245,839	2,377,831
Conservation and development	736,937	-	-	236,055	972,992
Capital Outlay	-	-	9,227,733	588,151	9,815,884
Debt Service					
Principal retirement	-	9,025,000	-	-	9,025,000
Interest and fiscal charges	-	3,197,510	158,007	-	3,355,517
Total Expenditures	<u>36,794,978</u>	<u>12,222,510</u>	<u>9,394,054</u>	<u>3,755,479</u>	<u>62,167,021</u>

CITY OF NEW BERLIN

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

For the Year Ended December 31, 2024

	General	General Debt Service	Capital Project Capital Improvements	Nonmajor Governmental Funds	Total Governmental Funds
Excess (deficiency) of revenues over expenditures	\$ 1,120,688	\$ (1,591,557)	\$ (8,974,341)	\$ 1,307,025	\$ (8,138,185)
OTHER FINANCING SOURCES (USES)					
Long-term debt issued	-	-	13,950,000	-	13,950,000
Premium on bond issued	-	748,936	-	-	748,936
Lease issued	37,092	-	-	-	37,092
Transfers in	843,217	926,252	-	650,309	2,419,778
Transfers out	(240,000)	-	(410,309)	(1,061,252)	(1,711,561)
Total Other Financing Sources (Uses)	640,309	1,675,188	13,539,691	(410,943)	15,444,245
Net Change in Fund Balance	1,760,997	83,631	4,565,350	896,082	7,306,060
FUND BALANCES -					
Beginning of year	12,098,393	1,467,472	6,561,822	10,440,344	30,568,031
FUND BALANCES - END OF YEAR	<u>\$ 13,859,390</u>	<u>\$ 1,551,103</u>	<u>\$ 11,127,172</u>	<u>\$ 11,336,426</u>	<u>\$ 37,874,091</u>

See accompanying notes to financial statements.

CITY OF NEW BERLIN

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES For the Year Ended December 31, 2024

Net change in fund balances - total governmental funds	\$ 7,306,060
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of net position the cost of these assets is capitalized and they are depreciated over their estimated useful lives and reported as depreciation/amortization expense in the statement of activities.

Capital outlay is reported as an expenditure in the fund financial statements but is capitalized in the government-wide financial statements	9,774,148
Some items reported as capital outlay were not capitalized	(3,815,489)
Some items capitalized are reported as current expenditures	768,474
Depreciation/amortization is reported in the government-wide statements	(5,400,376)
Net book value of assets retired	(238,098)
Developer funded & donated capital additions	13,690

Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This amount is the net effect of the differences in the treatment of long-term debt. See Note II B.	(4,814,418)
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Revenues are reported in the governmental funds when current financial resources are available, but are recognized when earned in the statement of activities. See Note II B.	64,435
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Some expenses in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. See Note II B.	1,081,579
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Internal Service fund change in net position	<u>(42,947)</u>
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CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u><u>\$ 4,697,058</u></u>
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See accompanying notes to financial statements.

CITY OF NEW BERLIN

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL (NON - GAAP) GENERAL FUND

For the Year Ended December 31, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes	\$ 23,509,174	\$ 23,509,174	\$ 23,529,676	\$ 20,502
Intergovernmental	6,524,855	6,524,855	6,395,415	(129,440)
Licenses and permits	1,343,250	1,343,250	1,471,627	128,377
Fines, forfeitures and penalties	330,000	330,000	392,635	62,635
Public charges for services	2,754,630	2,754,630	2,727,912	(26,718)
Interdepartmental revenues	640,099	640,099	572,152	(67,947)
Investment income	1,000,000	1,000,000	2,548,686	1,548,686
Miscellaneous revenues	232,846	232,846	277,563	44,717
Total Revenues	36,334,854	36,334,854	37,915,666	1,580,812
EXPENDITURES				
Current				
General government	8,307,442	8,332,278	7,989,174	343,104
Protection of persons and property	20,881,703	20,881,703	20,202,236	679,467
Highway and transportation	3,907,335	3,907,335	3,836,610	70,725
Library	1,757,642	1,757,642	1,829,329	(71,687)
Parks and recreation	2,063,522	2,063,522	2,131,992	(68,470)
Conservation and development	757,210	757,210	736,937	20,273
Contingency	300,000	275,164	-	275,164
Total Expenditures	37,974,854	37,974,854	36,726,278	1,248,576
Excess (deficiency) of revenues over expenditures	(1,640,000)	(1,640,000)	1,189,388	2,829,388
OTHER FINANCING SOURCES (USES)				
Transfers in	880,000	880,000	843,217	(36,783)
Transfer out	(240,000)	(240,000)	(240,000)	-
Total other financing sources and (uses)	640,000	640,000	603,217	(36,783)
Net change in Fund Balance - budgetary basis	(1,000,000)	(1,000,000)	1,792,605	2,792,605
Adjustment to generally accepted accounting principles basis				
Lease - expenditure	-	-	(37,092)	(37,092)
Lease - obligation	-	-	37,092	37,092
Change in Encumbrances	-	-	(31,608)	(31,608)
	-	-	(31,608)	(31,608)
Net Change in Fund Balance - -generally accepted accounting principles basis	(1,000,000)	(1,000,000)	1,760,997	2,760,997
FUND BALANCES - BEGINNING OF YEAR	12,098,393	12,098,393	12,098,393	-
FUND BALANCES - END OF YEAR	\$ 11,098,393	\$ 11,098,393	\$ 13,859,390	\$ 2,760,997

See accompanying notes to financial statements.

CITY OF NEW BERLIN

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
As of December 31, 2024

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water Utility	Wastewater Utility	Water Resource Management Utility	Totals	
ASSETS					
Current Assets					
Cash and investments	\$ 9,452,863	\$ 18,168,139	\$ 5,405,937	\$ 33,026,939	\$ 492,831
Receivables					
Accounts	1,560,287	3,045,585	470,244	5,076,116	-
Lease	155,611	-	-	155,611	-
Interest	3,151	24,195	-	27,346	-
Due from other funds	492,649	1,100,615	84,880	1,678,144	-
Prepaid	-	-	1,095	1,095	-
Advance to other fund	-	331,350	-	331,350	-
Total Current Assets	<u>11,664,561</u>	<u>22,669,884</u>	<u>5,962,156</u>	<u>40,296,601</u>	<u>492,831</u>
Non-Current Assets					
Restricted Asset					
Cash and investments	-	359,494	-	359,494	-
Capital Assets					
Land	642,046	456,017	317,847	1,415,910	-
Other capital assets	75,213,386	62,672,161	39,189,593	177,075,140	-
Accumulated depreciation/amortization	(28,840,488)	(19,305,352)	(14,572,450)	(62,718,290)	-
Construction work in progress	41,821	29,500	-	71,321	-
Other Assets					
Special assessments receivable	38,774	6,139	-	44,913	-
Lease receivable	1,240,672	-	-	1,240,672	-
Advance to other funds	-	5,966,082	-	5,966,082	-
Deposit with CVMIC	-	-	-	-	802,060
Total Non-Current Assets	<u>48,336,211</u>	<u>50,184,041</u>	<u>24,934,990</u>	<u>123,455,242</u>	<u>802,060</u>
TOTAL ASSETS	<u>60,000,772</u>	<u>72,853,925</u>	<u>30,897,146</u>	<u>163,751,843</u>	<u>1,294,891</u>
DEFERRED OUTFLOWS OF RESOURCES					
Pension related amounts	549,656	332,177	78,733	960,566	-
OPEB related amounts	<u>26,222</u>	<u>23,600</u>	<u>-</u>	<u>49,822</u>	<u>-</u>
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>575,878</u>	<u>355,777</u>	<u>78,733</u>	<u>1,010,388</u>	<u>-</u>

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water Utility	Wastewater Utility	Water Resource Management Utility	Totals	
LIABILITIES					
Current Liabilities					
Accounts payable	\$ 246,739	\$ 167,462	\$ 19,641	\$ 433,842	\$ -
Accrued liabilities	61,145	-	-	61,145	156,777
Accrued interest payable	20,316	-	-	20,316	-
Due to other funds	147,840	260,921	107,080	515,841	-
Current portion of advance	210,000	-	-	210,000	-
Current portion of revenue bonds	148,428	-	-	148,428	-
Total Current Liabilities	834,468	428,383	126,721	1,389,572	156,777
Non-Current Liabilities					
Long-Term Debt					
Revenue Bonds	2,201,694	-	-	2,201,694	-
Advance from sewer	4,920,000	-	-	4,920,000	-
Net Pension liability	54,144	41,162	5,552	100,858	-
Net OPEB obligation	258,002	232,201	-	490,203	-
Total Non-Current Liabilities	7,433,840	273,363	5,552	7,712,755	-
TOTAL LIABILITIES	8,268,308	701,746	132,273	9,102,327	156,777
DEFERRED INFLOWS OF RESOURCES					
Leases related amounts	1,396,283	-	-	1,396,283	-
OPEB related amounts	105,720	95,148	-	200,868	-
Pension related amounts	338,924	209,849	46,697	595,470	-
TOTAL DEFERRED INFLOWS OF RESOURCES	1,840,927	304,997	46,697	2,192,621	-
NET POSITION					
Net investment in capital assets	44,706,643	43,852,326	24,934,990	113,493,959	-
Restricted for					
Replacement	-	359,494	-	359,494	-
Unrestricted	5,760,772	27,991,139	5,861,919	39,613,830	1,138,114
TOTAL NET POSITION	\$ 50,467,415	\$ 72,202,959	\$ 30,796,909	\$ 153,467,283	\$ 1,138,114

See accompanying notes to financial statements.

CITY OF NEW BERLIN

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION PROPRIETARY FUNDS For the Year Ended December 31, 2024

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water Utility	Wastewater Utility	Water Resource Management Utility	Totals	
OPERATING REVENUES					
Charges for services and sales	\$ 6,114,764	\$ 10,945,766	\$ 1,803,605	\$ 18,864,135	\$ 250,954
Other operating revenues	257,590	124,138	-	381,728	-
Total Operating Revenues	<u>6,372,354</u>	<u>11,069,904</u>	<u>1,803,605</u>	<u>19,245,863</u>	<u>250,954</u>
OPERATING EXPENSES					
Operation and maintenance	3,095,115	9,705,070	900,375	13,700,560	293,901
Depreciation	1,386,711	951,598	575,584	2,913,893	-
Taxes	59,488	32,511	15,976	107,975	-
Total Operating Expenses	<u>4,541,314</u>	<u>10,689,179</u>	<u>1,491,935</u>	<u>16,722,428</u>	<u>293,901</u>
Operating Income (loss)	<u>1,831,040</u>	<u>380,725</u>	<u>311,670</u>	<u>2,523,435</u>	<u>(42,947)</u>
NONOPERATING REVENUES (EXPENSES)					
Investment income	449,582	797,665	232,910	1,480,157	-
Amortization of bond premium	10,530	-	-	10,530	-
Grant income	-	65,091	-	65,091	7,000
Grant expense	-	(61,174)	-	(61,174)	(7,000)
Interest expense	(289,475)	-	(1,513)	(290,988)	-
Total Nonoperating Revenues (Expenses)	<u>170,637</u>	<u>801,582</u>	<u>231,397</u>	<u>1,203,616</u>	<u>-</u>
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	<u>2,001,677</u>	<u>1,182,307</u>	<u>543,067</u>	<u>3,727,051</u>	<u>(42,947)</u>
CAPITAL CONTRIBUTIONS					
City	41,736	-	-	41,736	-
TRANSFERS OUT	<u>(695,655)</u>	<u>(12,562)</u>	<u>-</u>	<u>(708,217)</u>	<u>-</u>
CHANGE IN NET POSITION	<u>1,347,758</u>	<u>1,169,745</u>	<u>543,067</u>	<u>3,060,570</u>	<u>(42,947)</u>
NET POSITION - Beginning of Year	<u>49,119,657</u>	<u>71,033,214</u>	<u>30,253,842</u>	<u>150,406,713</u>	<u>1,181,061</u>
NET POSITION - END OF YEAR	<u>\$ 50,467,415</u>	<u>\$ 72,202,959</u>	<u>\$ 30,796,909</u>	<u>\$ 153,467,283</u>	<u>\$ 1,138,114</u>

See accompanying notes to financial statements.

CITY OF NEW BERLIN

STATEMENT OF CASH FLOWS
 PROPRIETARY FUNDS
 For the Year Ended December 31, 2024

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water Utility	Wastewater Utility	Water Resource Management Utility	Totals	
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	\$ 5,157,924	\$ 11,632,252	\$ 1,826,569	\$ 18,616,745	\$ -
Receipts from municipality	730,592	-	-	730,592	250,954
Payments to municipality	-	-	(356,270)	(356,270)	-
Payments to suppliers	(2,367,472)	(9,042,449)	(342,395)	(11,752,316)	(212,645)
Payments to employees	(713,399)	(483,734)	(222,345)	(1,419,478)	-
Net Cash Flows From Operating Activities	<u>2,807,645</u>	<u>2,106,069</u>	<u>905,559</u>	<u>5,819,273</u>	<u>38,309</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Receipt of advances	-	372,900	-	372,900	-
Grant costs	-	(63,107)	-	(63,107)	-
Grant received	-	642,394	-	642,394	-
Transfers out - paid for tax equivalent	(695,655)	(12,562)	-	(708,217)	-
Net Cash Flows From Non-Capital Related Financing Activities	<u>(695,655)</u>	<u>939,625</u>	<u>-</u>	<u>243,970</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and construction of capital assets	(913,467)	(884,417)	(53,722)	(1,851,606)	-
Special assessments received	704	1,625	-	2,329	-
Salvage on retired plant	9,009	2,825	-	11,834	-
Payment of advance	(205,000)	-	(55,000)	(260,000)	-
Debt retired	(580,648)	-	-	(580,648)	-
Interest paid	(217,264)	-	(1,650)	(218,914)	-
Net Cash Flows From Capital and and Related Financing Activities	<u>(1,906,666)</u>	<u>(879,967)</u>	<u>(110,372)</u>	<u>(2,897,005)</u>	<u>-</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of investments	(250,292)	(5,567,103)	-	(5,817,395)	-
Investments sold	165,000	6,384,997	-	6,549,997	-
Interest received	430,884	739,837	232,910	1,403,631	-
Net Cash Flows From Investing Activities	<u>345,592</u>	<u>1,557,731</u>	<u>232,910</u>	<u>2,136,233</u>	<u>-</u>
Net Change in Cash and Cash Equivalents	550,916	3,723,458	1,028,097	5,302,471	38,309
CASH AND CASH EQUIVALENTS – Beginning of Year	<u>8,369,319</u>	<u>12,006,114</u>	<u>4,377,840</u>	<u>24,753,273</u>	<u>454,522</u>
CASH AND CASH EQUIVALENTS – END OF YEAR	<u>\$ 8,920,235</u>	<u>\$ 15,729,572</u>	<u>\$ 5,405,937</u>	<u>\$ 30,055,744</u>	<u>\$ 492,831</u>

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water Utility	Wastewater Utility	Water Resource Management Utility	Totals	
Reconciliation of operating income (loss) to net cash provided by operating activities:					
Operating income (loss)	\$ 1,831,040	\$ 380,725	\$ 311,670	\$ 2,523,435	\$ (42,947)
Adjustments to reconcile operating income (loss) to net cash flows from operating activities					
Noncash items included in operating income					
Depreciation expense	1,386,711	951,598	575,584	2,913,893	-
Depreciation charged to other accounts	173,034	-	-	173,034	-
Changes in assets and liabilities and deferred outflows/ inflows of resources:					
Accounts receivable	(465,273)	(63,320)	3,483	(525,110)	-
Lease receivable	(333,089)	-	-	(333,089)	-
Receivable from municipality	149,863	634,489	19,481	803,833	-
Receivable from wastewater	(193,990)	-	-	(193,990)	-
Receivable from water	-	(8,821)	-	(8,821)	-
Receivable from water resource management	22,650	-	-	22,650	-
Prepays	4,480	-	5,889	10,369	-
Pension related inflow	(108,353)	(82,375)	(11,111)	(201,839)	-
OPEB related inflow	(10,622)	(9,559)	-	(20,181)	-
Net pension liability	(136,921)	(95,921)	(15,385)	(248,227)	-
Accounts payable	(892)	14,093	(8,377)	4,824	-
Accrued liabilities	2,912	-	(9,746)	(6,834)	81,256
Lease related inflow	333,089	-	-	333,089	-
Net OPEB obligation	5,028	4,524	-	9,552	-
Pension related outflow	235,361	180,003	26,112	441,476	-
OPEB related outflow	4,308	3,877	-	8,185	-
Payable to municipality	(101,100)	2,652	31,197	(67,251)	-
Payable to wastewater	9,409	-	(588)	8,821	-
Payable to water	-	194,104	(22,650)	171,454	-
Net Cash Flows From Operating Activities	<u>\$ 2,807,645</u>	<u>\$ 2,106,069</u>	<u>\$ 905,559</u>	<u>\$ 5,819,273</u>	<u>\$ 38,309</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET ASSETS					
Cash and cash equivalents - unrestricted	\$ 9,452,863	\$ 18,168,139	\$ 5,405,937	\$ 33,026,939	\$ 492,831
Cash and cash equivalents - restricted	-	359,494	-	359,494	-
Less: Non-cash equivalents	<u>(532,628)</u>	<u>(2,798,061)</u>	<u>-</u>	<u>(3,330,689)</u>	<u>-</u>
CASH AND CASH EQUIVALENTS	<u>\$ 8,920,235</u>	<u>\$ 15,729,572</u>	<u>\$ 5,405,937</u>	<u>\$ 30,055,744</u>	<u>\$ 492,831</u>
NONCASH INVESTING, CAPITAL AND RELATED FINANCING ACTIVITIES					
Cost of utility plant installed and/or financed by city	<u>\$ 41,736</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,736</u>	<u>\$ -</u>
Capital assets included in accounts payable	<u>\$ 480</u>	<u>\$ 31,461</u>	<u>\$ -</u>	<u>\$ 31,941</u>	<u>\$ -</u>
Amortization of bond premium	<u>\$ 10,530</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,530</u>	<u>\$ -</u>
See accompanying notes to financial statements.					

CITY OF NEW BERLIN

FIDUCIARY FUNDS STATEMENT OF FIDUCIARY NET POSITION As of December 31, 2024

	Custodial Funds		
	Collection Fund	Deposit Fund	Total
ASSETS			
Cash and investments	\$ 51,866,637	\$ 1,807,125	\$ 53,673,762
Taxes receivable	8,335,168	-	8,335,168
TOTAL ASSETS	\$ 60,201,805	\$ 1,807,125	\$ 62,008,930
LIABILITIES			
Due to other taxing units	\$ 60,201,805	\$ -	\$ 60,201,805
Deposits	-	1,807,125	1,807,125
TOTAL LIABILITIES	\$ 60,201,805	\$ 1,807,125	\$ 62,008,930
NET POSITION - END OF YEAR	\$ -	\$ -	\$ -

See accompanying notes to financial statements.

CITY OF NEW BERLIN

FIDUCIARY FUNDS STATEMENT OF CHANGES IN FIDUCIARY NET POSITION For the Year Ended December 31, 2024

	Custodial Funds		
	Tax Collection Fund	Deposit Fund	Total
ADDITIONS			
Tax Collections	\$ 51,576,523	\$ -	\$ 51,576,523
Deposit Collections	-	574,498	574,498
TOTAL ADDITIONS	51,576,523	574,498	52,151,021
DEDUCTIONS			
Payments to overlying districts	51,576,523	-	51,576,523
Deposit Payments	-	574,498	574,498
TOTAL DEDUCTIONS	51,576,523	574,498	52,151,021
Change in Fiduciary Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See accompanying notes to financial statements.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

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CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the City of New Berlin, Wisconsin (the “City”) conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

A. REPORTING ENTITY

This report includes all of the funds of the City of New Berlin. The reporting entity for the City consists of the primary government and its component units. Component units are legally separate organizations for which the primary government is financially accountable or other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading. The City has not identified any organizations that meet this criteria.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*. The statement requires that liabilities for compensated absences be recognized in financial statements prepared using the economic resources measurement focus for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. This standard was implemented effective January 1, 2024.

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The city does not allocate indirect expenses to functions in the statement of activities. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included among program revenues are reported as general revenues. Internally dedicated resources are reported as general revenues rather than as program revenues.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (cont.)

Fund Financial Statements

Financial statements of the city are organized into funds each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position/fund balance, revenues, and expenditures/expenses.

Funds are organized as major funds or non-major funds within the governmental and proprietary statements. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the city or meets the following criteria:

- a. Total assets/deferred outflows of resources, liabilities/deferred inflows of resources, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type, and
- b. The same element of the individual governmental fund or enterprise fund that met the 10 percent test is at least 5 percent of the corresponding total for all governmental and enterprise funds combined.
- c. In addition, any other governmental or enterprise fund that the city believes is particularly important to financial statement users may be reported as a major fund.

The city reports the following major governmental funds:

General Fund – accounts for the city's primary operating activities. It is used to account for and report all financial resources except those required to be accounted for in another fund.

General Debt Service Fund – used to account for and report financial resources that are restricted, committed, or assigned to expenditure for the payment of general long-term debt principal, interest, and related costs, other than TID or enterprise debt.

Capital Improvements Capital Projects Fund – used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets for capital improvement projects.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (cont.)

Fund Financial Statements (cont.)

The City reports the following major enterprise funds:

Water Utility – accounts for operations of the water system.
Wastewater Utility – accounts for operations of the wastewater system.
Water Resource Management Utility – accounts for operations of the storm water system.

The City reports the following non-major governmental funds:

Special Revenue Funds – used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes (other than debt service or capital projects).

Park & Open Space	Concession Stand	Landscape
Trail Fees	Park & Recreation	Building Maintenance
Impact Fees	Police	Technology Fee
Wastewater RCA Fees	Fire	Tourism Commission Fund
Golf Course	Mayor	Tax Increment District
Fourth of July	Special Assessment	Grant
Library	Garbage/Recycling	

Capital Projects Funds – used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlay, including the acquisition or construction of capital facilities and other capital assets.

Equipment Equipment Replacement

In addition, the city reports the following fund types:

Internal service funds are used to account and report the financing of goods or services provided by one department or agency to other departments or agencies of the City, or to other governmental units, on a cost-reimbursement basis.

General Liability Insurance

Custodial funds - used to account for and report assets controlled by the city and the assets are for the benefit of individuals, private organizations, and/or other governmental units.

Tax Collection
Deposit

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

C.MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

Government-Wide Financial Statements

The government-wide statement of net position and statement of activities are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Property taxes are recognized as revenues in the year for which they are levied. Taxes receivable for the following year are recorded as receivables and deferred inflows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider are met. Special assessments are recorded as revenue when earned. Unbilled receivables are recorded as revenues when services are provided.

As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the city's water, wastewater and water resource management utilities and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recorded when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the city considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences, and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

Property taxes are recorded in the year levied as receivables and deferred inflows. They are recognized as revenues in the succeeding year when services financed by the levy are being provided.

Intergovernmental aids and grants are recognized as revenues in the period the city is entitled to the resources and the amounts are available. Amounts owed to the city which are not available are recorded as receivables and unavailable revenues. Amounts received before eligibility requirements (excluding time requirements) are met are recorded as liabilities. Amounts received in advance of meeting time requirements are recorded as deferred inflows.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (cont.)

Fund Financial Statements (cont.)

Special assessments are recorded as revenues when they become measurable and available as current assets. Annual installments due in future years are reflected as receivables and unavailable revenues.

Revenues susceptible to accrual include property taxes, miscellaneous taxes, public charges for services, special assessments and interest. Other general revenues such as fines and forfeitures, inspection fees, recreation fees, and miscellaneous revenues are recognized when received in cash or when measurable and available under the criteria described above.

Proprietary and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as described previously in this note.

The proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water, Wastewater, and Water Resource Management Utilities are charges to customers for sales and services. The rates used in the Water Utility were approved by the Public Service Commission. Wastewater and Water Resource Management service charges are billed at rates established by the city's common council. Special assessments are recorded as receivables and contribution revenue when levied. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

All Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY

1. Deposits and Investments

For purposes of the statement of cash flows, the city considers all highly liquid investments with an initial maturity of three months or less when acquired to be cash equivalents.
See Note IV.A. for further information.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

2. Receivables

Property taxes are levied in December on the assessed value as of the prior January 1. In addition to property taxes for the city, taxes are collected for and remitted to the county government as well as the local school district and technical college district. Taxes for all state and local governmental units billed in the current year for the succeeding year are reflected as receivables and due to other taxing units in the accompanying statement of fiduciary net position.

Property tax calendar – 2024 tax roll:

Lien date and levy date	December 2024
Tax bills mailed	December 2024
Payment in full, or	January 31, 2025
First installment due	January 31, 2025
Second installment due	March 31, 2025
Third installment due	May 31, 2025
Tax sale – 2024 delinquent real estate taxes	October 2027

Accounts receivable have been shown net of an allowance for uncollectible accounts. Delinquent real estate taxes as of July 31 are paid in full by the county, which assumes the collection thereof. No provision for uncollectible accounts receivable has been made for the utilities because they have the right by law to place delinquent bills on the tax roll.

During the course of operations, transactions occur between individual funds that may result in amounts owed between funds. Short-term inter-fund loans are reported as “due to and from other funds.” Long-term inter-fund loans (noncurrent portion) are reported as “advances from and to other funds.” Inter-fund receivables and payables between funds within governmental activities are eliminated in the statement of net position. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

In the governmental fund financial statements, advances to other funds are offset equally by a non-spendable fund balance account which indicates that they do not constitute expendable available financial resources and, therefore, are not available for appropriation or by a restricted fund balance account, if the funds will ultimately be restricted when the advance is repaid.

3. Inventories and Prepaid Items

Governmental fund inventory items are charged to expenditure accounts when purchased. Year-end inventory was not significant. Proprietary fund inventories are generally used for construction and/or for operation and maintenance work. They are not for resale. Any materials and supplies on hand at year-end are considered immaterial.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

3. Inventories and Prepaid Items (cont.)

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

4. Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties.

5. Capital Assets

Government –Wide Statements

Capital assets, which include property, plant and equipment (including right-to-use lease assets), are reported in the government-wide financial statements. Capital assets are defined by the government as assets with an initial cost of more than \$5,000 for general capital assets, \$10,000 for infrastructure assets, \$1,000 for utility system assets, and an estimated useful life in excess of one year. All capital assets are valued at historical cost or estimated historical cost if actual amounts are unavailable. Donated fixed assets are recorded at their estimated acquisition value at the date of donation.

Additions to and replacements of capital assets of business-type activities are recorded at original cost, which includes material, labor, overhead, and an allowance for the cost of funds used during construction when significant. The cost of renewals and betterments relating to retirement units is added to plant accounts. The cost of property replaced, retired or otherwise disposed of, is deducted from plant accounts and, generally, together with removal costs less salvage, is charged to accumulated depreciation.

Depreciation and amortization of all exhaustible capital assets is recorded as an allocated expense in the statement of activities, with accumulated depreciation and amortization reflected in the statement of net position. Depreciation and amortization are provided over the assets' estimated useful lives using the straight-line method. The range of estimated useful lives by type of asset is as follows:

Buildings	20-50 Years
Land Improvements	10-50 Years
Machinery and Equipment	5-50 Years
Intangible Asset	4-20 Years
Utility System	4-100 Years
Infrastructure	25-75 Years

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

5. Capital Assets (cont.)

Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for the same way as in the government-wide statements.

6. Deferred Outflows of Resources

A deferred outflow of resources represents a consumption of net asset that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until that future time.

A deferred charge on refunding arises from advance refunding of debt. The difference between the cost of the securities placed in trust for future payments of the refunded debt and the net carrying value of that debt is deferred and amortized as a component of interest expense over the shorter of the term of the refunding issue or the original term of the refunded debt. The unamortized amount is reported as a deferred outflow of resources in the government-wide and proprietary fund statements.

7. Compensated Absences

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Vacation and sick leave pay is accrued when incurred in the government-wide and proprietary financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements, and are payable with expendable available resources.

Payments for vacation and sick leave will be made at rates in effect when the benefits are used. Accumulated vacation and sick leave liabilities at December 31, 2024 are determined on the basis of current salary rates and include salary related payments.

8. Long-Term Obligations/Conduit Debt

All long-term obligations to be repaid from governmental and business-type resources are reported as liabilities in the government-wide statements. The long-term obligations consist primarily of notes and bonds payable, accrued compensated absences, leases payable, and net pension and OPEB liabilities.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

8. Long-Term Obligations/Conduit Debt (cont.)

Long-term obligations for governmental funds are not reported as liabilities in the fund financial statements. The face value of debts (plus any premiums) is reported as other financing sources and payments of principal and interest are reported as expenditures. The accounting in proprietary funds is the same as it is in the government-wide statements.

For the government-wide statements and proprietary fund statements, bond premiums and discounts are amortized over the life of the issue using the effective interest method. The balance at year end is shown as an increase or decrease in the liability section of the statement of net position.

The city has approved the issuance of industrial revenue bonds (IRB) for the benefit of private business enterprises. IRB's are secured by mortgages or revenue agreements on the associated projects, and do not constitute indebtedness of the city. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. The total amount of IRB's outstanding at the end of the year is \$3,992,201, made up of two issues. The issue matures in 2030 & 2036.

9. Leases

The City is a lessor because it leases capital assets to other entities. As a lessor, the City reports a lease receivable and corresponding deferred inflow of resources in both the fund financial statements and government-wide financial statements. The City continues to report and depreciate the capital assets being leased as capital assets of the primary government.

The City is a lessee because it leases capital assets from other entities. As a lessee, the City reports a lease liability and an intangible right-to-use capital asset (known as the lease asset) on the government-wide financial statements and proprietary fund statements. In the governmental fund financial statements, the City recognizes lease proceeds and capital outlay at initiation of the lease, and the outflow of resources for the lease liability as a debt service payment.

10. Deferred Inflows of Resources

A deferred inflow of resources represents an acquisition of net assets that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

11. Equity Classifications

Government-Wide Statements

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent debt proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

11. Equity Classifications (cont.)

- b. Restricted net position – Consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position – All other net positions that do not meet the definition of “restricted” or “net investment in capital assets.”

When both restricted and unrestricted resources are available for use, it is the city’s policy to use restricted resources first, and then unrestricted resources as they are needed.

Fund Statements

Governmental fund balances displayed as follows:

- a. Non-spendable – Includes fund balance amounts that cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained intact.
- b. Restricted – Consists of fund balances with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions or enabling legislation.
- c. Committed – Includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority. Fund balance amounts are committed through a formal action (resolution) of the City. This formal action must occur prior to the end of the reporting period, but the amount of the commitment, which will be subject to the constraints, may be determined in the subsequent period. Any changes to the constraints imposed require the same formal action of the City that originally created the commitment.
- d. Assigned – Includes spendable fund balance amounts that are intended to be used for specific purposes that do not meet the criteria to be classified as restricted or committed. The City Council has, by resolution, adopted a financial policy authorizing the Mayor and the Director of Finance to assign amounts for a specific purpose. Assignments may take place after the end of the reporting period.
- e. Unassigned – Includes residual positive fund balance within the general fund which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those purposes.

Propriety fund equity is classified the same as in the government-wide statements.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

11. Equity Classifications (cont.)

Fund Statements (cont.)

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the city would first use committed, then assigned and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The City has a formal minimum fund balance policy. That policy is to maintain a working capital reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at a minimum of not less than fifteen percent of the subsequent year's general fund budgeted expenditures. The balance at year end was \$8,226,603 or 15.0% and is included in unassigned general fund balance.

12. Pension

The fiduciary net position of the Wisconsin Retirement System (WRS) has been determined using the flow of economic resources measurement focus and accrual basis of accounting. This includes for purposes of measuring the following:

- Net Pension Liability (Asset),
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions,
- Pension Expense (Revenue).

Information about the fiduciary net position of the (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refund of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

13. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City OPEB Plan and additions to/deductions from the City OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the City Plan. For this purpose, the City OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE II – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. EXPLANATION OF CERTAIN DIFFERENCES BETWEEN THE GOVERNMENTAL FUND BALANCE SHEET AND THE STATEMENT OF NET POSITION

The governmental fund balance sheet includes reconciliation between *fund balance – total governmental funds* and *net position – governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains “other long-term assets that are not available to pay for current period expenditures and therefore are unavailable in the funds”. The details of this difference are as follows:

Special Assessments	\$ 14,159
Subsequent period collections	<u>89,417</u>
Combined Adjustment for unavailable revenue	<u>\$ 103,576</u>

Long-term liabilities applicable to the city’s governmental activities are not due and payable in the current period, and accordingly, are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities—both current and long-term—are reported in the statement of net position.

Bonds and notes payable	\$ 99,560,000
Compensated absences	1,616,131
Net OPEB obligation	5,106,132
Accrued interest	417,503
Lease payable	210,970
Unamortized debt premium (to be amortized over life of debt)	<u>3,445,463</u>
Combined Adjustment for Long-Term Liabilities	<u>\$ 110,356,199</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE II – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (cont.)

B. EXPLANATION OF CERTAIN DIFFERENCES BETWEEN THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES AND THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES

The governmental fund statement of revenues, expenditures, and changes in fund balances includes reconciliation between *net changes in fund balances – total governmental funds* and *changes in net position of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains, “Revenues are reported in the governmental funds when current financial resources are available, but are recognized when earned in the statement of activities.” The details of this difference are as follows:

Subsequent period collections	\$ (24,982)
Current period collections	<u>89,417</u>
Net adjustment to increase <i>net changes in fund balances – total governmental funds</i> to arrive at <i>changes in net position of governmental activities</i>	<u>\$ 64,435</u>

Another element of that reconciliation states “the issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.” Also, governmental fund report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities. The details of this (\$4,814,418) difference are as follows:

Debt issued or incurred:	
Issuance of general obligation notes	\$ (13,950,000)
Premium from sale of bonds, net of amortization	(15,349)
Lease	(37,092)
Principal repayments:	
General obligation debt	9,025,000
Lease	<u>163,023</u>
Net adjustment to decrease <i>net changes in fund balances – total governmental funds</i> to arrive at <i>changes in net position of governmental activities</i>	<u>\$ (4,814,418)</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE II – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (cont.)

B. EXPLANATION OF CERTAIN DIFFERENCES BETWEEN THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES AND THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES (cont.)

Another element of that reconciliation states, “Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.” The details of this \$1,081,579 difference are as follows:

Compensated absences	\$ 201,322
Net pension liability	5,464,476
Deferred outflows related to pension	(9,071,970)
Deferred inflows related to pension	4,354,047
Net OPEB liability	(14,680)
Deferred outflows related to OPEB	(69,784)
Deferred inflows related to OPEB	172,072
Accrued interest	<u>46,096</u>
Net adjustment to increase <i>net changes in fund balances – total governmental funds</i> to arrive at <i>changes in net position of governmental activities</i>	<u>\$ 1,081,579</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE III – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (cont.)

A. BUDGETARY INFORMATION

Budgetary information is derived from the annual operating budget and is presented using the same basis of accounting for each fund as described in Note I C. except that actual (non-GAAP) expenditures presented reflect actual (GAAP) expenditures adjusted for expenditures liquidated under the prior period budget and encumbrances expected to be liquidated under the current period budget.

A budget has been adopted for the general, special revenue, and debt service funds. Budgets have not been formally adopted for capital project funds, except for the Equipment and Equipment Replacement Funds.

The budgeted amounts presented include any amendments made during the year. Transfers between departments and changes to the overall budget must be approved by a two-thirds council action. There were no supplemental appropriations during the year. Appropriations lapse at year-end unless specifically carried over. Carryovers to the following year were not material. Budgets are adopted at the fund level of expenditure.

B. EXCESS EXPENDITURES OVER APPROPRIATIONS

<u>Fund</u>	<u>Budget Expenditures</u>	<u>Actual Expenditures</u>	<u>Excess Expenditures Over Budget</u>
Special Revenue Funds			
Police Fund	\$ 54,000	\$ 100,322	\$ 46,322
Building Maintenance Fund	30,000	77,998	47,998
Landscape Fund	40,000	174,605	134,605
Tax Increment District Fund	450	633,681	633,231
Garbage/Recycling Fund	2,154,725	2,177,386	22,661
Grant Fund	5,000	94,980	89,980
Library Fund	13,000	46,627	33,627
Capital Projects Fund			
Equipment Fund	-	4,250	4,250
Debt Service Fund	12,179,361	12,222,510	43,149

The city controls expenditures at the department level. Some individual departments and funds experienced expenditures, which exceeded appropriations. The detail of those items can be found in the city's year-end budget to actual report.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE III – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (cont.)

C. LIMITATIONS ON THE CITY TAX LEVY

Wisconsin law limits the city's future tax levies. Generally, the city is limited to its prior tax levy dollar amount (excluding TIF districts), increased by the greater of the percentage change in the city's equalized value due to net new construction, or zero percent. Changes in debt service from one year to the next are generally exempt from this limit with certain exceptions. The city is required to reduce its allowable levy by the estimated amount of fee revenue it collects for certain services, if those services were funded in 2013 by the property tax levy. Levies can be increased above the allowable limits if the amount is approved by referendum.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS

A. DEPOSITS AND INVESTMENTS

Cash equivalents and investments as shown on the city's Statement of Net Position are subject to the following risks:

	Carrying Value	Bank Balance	Associated Risks
Petty Cash	\$ 3,810	\$ -	N/A
Money market account	18,360,178	3,164,015	Custodial credit
Money market mutual fund	2,469,747	2,469,747	Credit and interest rate
Municipal securities	893,324	893,324	Custodial credit, credit, interest rate and concentration of credit
U.S. Government agency securities	4,416,807	4,416,807	Custodial credit, credit, interest rate and concentration of credit
U.S. Government treasury securities	3,078,592	3,078,592	Custodial credit and interest rate
Certificates of deposit - negotiable	4,393,560	4,393,560	Custodial Credit, credit, interest rate and concentration of credit
Local government investment pool	94,769,680	94,769,680	Credit
Total Cash and investments	<u>\$ 128,385,698</u>	<u>\$ 113,185,725</u>	
Reconciliation to financial statements			
Per Statement of Net Position			
Cash and investment	\$ 74,352,442		
Restricted - cash and investment	359,494		
Per statement of fiduciary net position:			
Custodial funds	<u>53,673,762</u>		
Total	<u>\$ 128,385,698</u>		

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

Deposits in each local and area bank are insured by the FDIC in the amount of \$250,000 for time and savings accounts (including NOW accounts) and \$250,000 for demand deposit accounts (interest-bearing and noninterest bearing). In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of \$250,000 for the combined amount of all deposit accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund in the amount of \$1,000,000. However, due to the nature of this fund, recovery of material principal losses may not be significant to individual municipalities. This coverage has not been considered in computing custodial credit risk.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on methods and inputs outlined later in this note. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Investment income on commingled investments of municipal accounting funds is allocated based on average balances. The difference between the bank balance and carrying value is due to outstanding checks and/or deposits in transit.

The Wisconsin Local Government Investment Pool (LGIP) is part of the State Investment Fund (SIF) and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice. At December 31, 2024 the fair value of the city's share of the LGIP's assets was substantially equal to the amount as reported in these statements

Wisconsin Statute 66.0603 authorizes the City to invest in the following type of instruments:

1. Time deposits in any credit union, bank, savings bank or trust company.
2. Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, a local professional baseball park district, a local professional football stadium district, a local cultural arts district, the University of Wisconsin Hospitals and Clinics Authority or the Wisconsin Aerospace Authority.
3. Bonds or securities issued or guaranteed by the federal government.
4. The local government investment pool.
5. Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
6. Securities of an open-end management investment company or investment trust, subject to various conditions and investment options.
7. Repurchase agreements with public depositories, with certain conditions.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

The City of New Berlin has adopted an investment policy. The investment policy limits investments to the following:

- U.S. Treasury obligations with maturities not exceeding five years from trade settlement date.
- Federal instrumentalities with maturities not exceeding five years from trade settlement date.
- Local government investment pools meeting Wisconsin statute 25.50 or 66.0301.
- Repurchase agreements with the city's deposit bank collateralized with 102% of market value of principal and accrued interest.
- Interest-bearing certificates of deposit collateralized with 102% of market value of principal and accrued interest.
- Commercial securities of the highest or second highest ratings.

PMA Financial Network, Inc. is the administrator for the Wisconsin Investment Series Cooperative (WISC). The investment manager for WISC is PMA Financial Network, Inc. The WISC is not registered with the Securities and Exchange Commission but invests its funds in accordance with applicable Wisconsin statutes. The WISC has the characteristics of a mutual fund and accordingly, reports the value of its underlying assets at fair value. At December 31, 2024, the City's share of the WISC's assets was substantially equal to the amount reported above.

The city categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The valuation method for recurring fair value measurements of investments is the quoted market prices approach.

The City's investments are categorized are as follows:

Investment Type	December 31, 2024			
	Level 1	Level 2	Level 3	Total
U.S. Government agencies securities	\$ -	\$ 4,416,807	\$ -	\$ 4,416,807
U.S. Government treasury securities	-	3,078,592	-	3,078,592
Municipal Securities	-	893,324	-	893,324
Certificates of Deposit - negotiable	-	4,393,560	-	4,393,560
Money market mutual fund	2,469,747	-	-	2,469,747
Total	\$ 2,469,747	\$ 12,782,283	\$ -	\$ 15,252,030

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

Custodial Credit Risk – Deposits: Is the risk that in the event of a financial institution failure, the city's deposits may not be returned to the city. The carrying value for deposits was \$18,360,178 and the bank's carrying value was \$3,164,015. To meet current obligations, deposits are maintained in overnight repurchase agreements and transferred to a master control bank account as checks are presented for payment.

As of December 31, 2024, \$576,736 of the City's total demand deposit bank balances of \$3,177,310 was uninsured and uncollateralized.

Custodial Credit Risk – Investments: Is the risk that in the event of the failure of the counterparty, the city will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. All investments exposed to custodial risk are held by the city's agent in the city's name.

Interest Rate Risk – Is the risk that changes in interest rates will adversely affect the value of an investment. As a means of limiting its exposure to fair value losses arising from rising interest rates, the city's investment policy limits the maturity of any security to no more than five years from the date of purchase or in accordance with state and local statutes and ordinances, whichever is less. In addition, the policy indicates that the investment portfolio should be structured so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior maturity. The policy also states that with the exception of U.S. Treasury securities and authorized pools, no more than 50% of the city's total investment portfolio will be invested in a single security type.

The city had the following investments and maturities as of December 31, 2024:

	Fair Value	Investment Maturities (in years)		
		Less than 1	1-3	3-5
U.S. Government agency securities	\$ 4,416,807	\$ 1,832,590	\$ 2,584,217	\$ -
U.S. Government treasury securities	3,078,592	542,743	1,339,958	1,195,891
Certificates of Deposit - negotiable	4,393,560	3,031,255	1,362,305	-
Money Market Mutual Fund	2,469,747	2,469,747	-	-
Municipal Securities	893,324	386,627	506,697	-
Total investments	<u>\$ 15,252,030</u>	<u>\$ 8,262,962</u>	<u>\$ 5,793,177</u>	<u>\$ 1,195,891</u>

Credit Risk: Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligation. The city's investment policy minimizes credit risk by limiting investments to the safest type of securities and diversifying the investment portfolio. The policy also states that with the exception of U.S. Treasury securities and authorized pools, no more than 50% of the city's total investment portfolio will be invested with a single financial institution.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

As of December 31, 2024, the city's investments in municipal securities, U.S. government agency securities were rated Aa1, Aaa and Aaa, respectively, by Moody's Investor Services.

The Local Government Investment Pool and negotiable certificates of deposit are not rated.

Concentration of Credit Risk: Is the risk of loss attributed to the magnitude of the city's investment in a single issuer. At December 31, 2024 none of the City's investments in a single issuer exceeded 5%.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

B. RECEIVABLES

Receivables as of year-end for the city's individual major funds, non-major funds and fiduciary funds, including the applicable allowances for uncollectible accounts, are detailed on the governmental funds' balance sheet, proprietary funds' statement of net position and the fiduciary fund's statement of fiduciary net position. All amounts are expected to be collected within one year except for \$89,417 and \$2,966,875 reported in the general fund and \$14,159 in non-major governmental funds.

Governmental funds report *unavailable or unearned revenue* in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Property taxes levied for the subsequent year are not earned and cannot be used to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of *unavailable revenue and unearned revenue* reported in the governmental funds were as follows:

	<u>Unearned</u>	<u>Unavailable</u>
Property taxes receivable for subsequent year	\$ 37,497,243	\$ -
Special assessments not yet due	-	14,159
Lease receivable	3,267,367	-
Subsequent period prepayments	246,493	-
Subsequent period collections	-	89,417
Special charges on tax roll	<u>2,307,175</u>	<u>-</u>
Total Unearned/Unavailable Revenue for Governmental Funds	<u>\$ 43,318,278</u>	<u>\$ 103,576</u>
Unearned revenue included in liabilities	\$ 246,493	
Unearned lease receivable included in deferred inflows	3,267,367	
Unearned revenue included in deferred inflows	<u>39,804,418</u>	
Total Unearned Revenue for Governmental Funds	<u>\$ 43,318,278</u>	

C. RESTRICTED ASSETS

The following represent the balances of the restricted assets:

Equipment Replacement Account

The wastewater utility established an equipment replacement account to be used for significant mechanical equipment replacement as required by the Wisconsin Department of Natural Resources. The balance of this account is \$359,494.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

D. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024, was as follows:

	Balance	Additions	Deletions	Balance
Governmental Activities				
Capital assets not being depreciated/amortized:				
Land	\$ 18,321,606	\$ 13,822	\$ (69,156)	\$ 18,266,272
Construction in progress	14,852,135	2,270,319	(14,569,847)	2,552,607
Total Capital Assets				
Not Being Depreciated/Amortized	33,173,741	2,284,141	(14,639,003)	20,818,879
Capital Assets Being Depreciated/Amortized				
Land improvements	5,738,376	633,634	-	6,372,010
Buildings	43,112,870	14,541,388	-	57,654,258
Machinery and equipment	34,749,947	2,626,003	(1,365,273)	36,010,677
Roads	111,090,744	1,024,247	-	112,114,991
Sidewalks/Bikepaths	4,064,833	-	-	4,064,833
Street lighting	3,071,750	201,257	-	3,273,007
Intangible assets	1,728,771	-	-	1,728,771
Easements	30,000	-	-	30,000
Total Capital Assets				
Being Depreciated/Amortized	203,587,291	19,026,529	(1,365,273)	221,248,547
Less: Accumulated Depreciation/Amortization for:				
Land improvements	(2,566,810)	(204,584)	-	(2,771,394)
Buildings	(16,224,684)	(1,267,698)	-	(17,492,382)
Machinery and equipment	(17,752,543)	(2,195,312)	1,196,331	(18,751,524)
Roads	(72,872,822)	(1,357,728)	-	(74,230,550)
Sidewalks/Bikepaths	(2,659,283)	(146,110)	-	(2,805,393)
Street lighting	(699,496)	(90,639)	-	(790,135)
Intangible assets	(1,521,526)	(50,098)	-	(1,571,624)
Total Accumulated Depreciation/Amortization	(114,297,164)	(5,312,169)	1,196,331	(118,413,002)
Net Capital Assets				
Being Depreciated/Amortized	89,290,127	13,714,360	(168,942)	102,835,545
Total governmental activities capital assets, excluding lease assets	\$122,463,868	\$ 15,998,501	\$ (14,807,945)	\$ 123,654,424
Lease assets, net (Note 3)				\$ 285,162
Total governmental activities capital assets, net as reported in the statement of net position				\$ 123,939,586

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

D. CAPITAL ASSETS (cont.)

Depreciation/Amortization expense was charged to functions as follows:

Governmental Activities

General government	\$ 653,141
Protection of persons and property	1,206,391
Highway and transportation, which includes the depreciation of infrastructure	2,074,636
Library	369,604
Parks and recreation	<u>1,096,604</u>
Total Governmental Activities Depreciation/Amortization Expense	<u>\$5,400,376</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

D. CAPITAL ASSETS (cont.)

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type Activities				
Capital assets not being depreciated/amortized:				
Land	\$ 1,415,910	\$ -	\$ -	\$ 1,415,910
Construction in progress	2,700,710	980,408	(3,609,797)	71,321
Total Capital Assets				
Not Being Depreciated/Amortized	4,116,620	980,408	(3,609,797)	1,487,231
Capital Assets Being Depreciated/Amortized				
Intangible asset	1,500,000	-	-	1,500,000
Buildings	4,698,789	731,615	-	5,430,404
Machinery and equipment	8,274,775	918,316	(805,062)	8,388,029
Wastewater infrastructure	57,930,221	2,463,187	(863,203)	59,530,205
Water Infrastructure	63,813,034	368,607	(529,739)	63,651,902
Water Resource infrastructure	38,574,600	-	-	38,574,600
Total Capital Assets				
Being Depreciated/Amortized	174,791,419	4,481,725	(2,198,004)	177,075,140
Less: Accumulated Depreciation/Amortization				
Intangible asset	(1,125,000)	(75,000)	-	(1,200,000)
Buildings	(2,267,332)	(156,136)	-	(2,423,468)
Machinery and equipment	(5,921,367)	(578,342)	799,412	(5,700,297)
Wastewater infrastructure	(17,663,532)	(714,450)	863,203	(17,514,779)
Water Infrastructure	(20,901,788)	(1,101,836)	523,555	(21,480,069)
Water Resource infrastructure	(13,863,513)	(536,164)	-	(14,399,677)
Total Accumulated Depreciation/Amortization	(61,742,532)	(3,161,928)	2,186,170	(62,718,290)
Net Capital Assets				
Being Depreciated/Amortized	113,048,887	1,319,797	(11,834)	114,356,850
Business-Type Activities				
Capital Assets, Net of Accumulated Depreciation/Amortization	\$ 117,165,507	\$ 2,300,205	\$ (3,621,631)	\$ 115,844,081

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

D. CAPITAL ASSETS (cont.)

Depreciation/Amortization expense was charged to functions as follows:

Business-Type Activities	
Water	\$ 1,386,711
Wastewater	951,598
Water Resource Management	<u>575,584</u>
Total Business-Type Activities	
Depreciation/amortization Expense	<u>\$ 2,913,893</u>

Depreciation/amortization expense may be different from business-type activity accumulated depreciation additions because of joint metering, salvage, cost of removal, internal allocations, or costs associated with the disposal of assets.

E. INTERFUND RECEIVABLES/PAYABLES, ADVANCES AND TRANSFERS

The following is a schedule of interfund receivables and payables including any overdrafts on pooled cash and investment accounts:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Water Resource Management Fund	\$ 107,083
General Fund	Wastewater Fund	66,019
General Fund	Water Fund	133,723
Water Fund	General Fund	297,747
Wastewater Fund	General Fund	1,086,609
Water Resource Management Fund	General Fund	<u>84,772</u>
Total Fund Financial Statements		1,775,953
Add: Interfund Advances		1,167,432
Less: Government-Wide Eliminations		<u>(5,273,120)</u>
Total Internal Balances - Government-Wide		
Statement of Net Position		<u>\$ (2,329,735)</u>
 <u>Receivable Fund</u>	 <u>Payable Fund</u>	 <u>Amount</u>
Governmental Activities	Business-type Activities	\$ 306,825
Business-type Activities	Governmental Activities	<u>(2,636,560)</u>
Total Government-Wide Financial Statements		<u>\$ (2,329,735)</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

E. INTER-FUND RECEIVABLES/PAYABLES, ADVANCES AND TRANSFERS (cont.)

The principal purpose of these inter-funds is the collection of delinquent utility bills on the tax roll. All remaining balances resulted from the time lag between the dates that (1) inter-fund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All amounts are due within one year.

For the statement of net position, inter-fund balances which are owed within the governmental activities or business-type activities are netted and eliminated.

The following is a schedule of inter-fund advances:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Interest Rate</u>	<u>Amount</u>	<u>Amount Due Within One Year</u>
Wastewater Utility	Water Utility	3%	\$ 5,130,000	\$ 210,000
Wastewater Utility	Capital Projects	3%	553,766	61,450
Wastewater Utility	Capital Projects	3%	613,666	59,900
Total Fund Financial Statements			6,297,432	
Less: Government-Wide Eliminations			(5,130,000)	
Total Government-Wide Financial Statements			<u>\$ 1,167,432</u>	

Repayment schedule for advances follows:

<u>Years</u>	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 121,350	\$ 35,022	\$ 210,000	\$ 153,900
2026	126,450	31,382	220,000	147,600
2027	131,000	27,590	225,000	141,000
2028	135,000	23,660	230,000	134,250
2029	138,800	19,610	250,000	127,350
2030-2034	514,832	35,754	1,390,000	517,800
2035-2039	-	-	1,555,000	300,150
2040-2042	-	-	1,050,000	63,600
	<u>\$ 1,167,432</u>	<u>\$ 173,018</u>	<u>\$ 5,130,000</u>	<u>\$ 1,585,650</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

E. INTER-FUND RECEIVABLES/PAYABLES, ADVANCES AND TRANSFERS (cont.)

The following is a schedule of inter-fund transfers:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Purpose</u>	<u>Amount</u>
General Fund	Special Revenue Fund		
	Golf Course	Tax Stabilization transfer	\$ 135,000
	Enterprise Fund		
	Water Utility	Tax equivalent payment	695,655
	Wastewater Utility	Tax equivalent payment	12,562
Debt Service Fund	Special Revenue Fund		
	Golf Course	Debt service costs	97,000
	Impact Fee Fund	Debt service costs	10,000
	Tax increment Fund	Debt service costs	819,252
Capital Projects Fund			
Equipment Replacement Fund	General Fund	Equipment Replacement	<u>240,000</u>
Subtotal - Fund Financial Statements			2,009,469
Less: Capital assets contributed to Enterprise Funds			(41,736)
Less: Fund eliminations			<u>(1,301,252)</u>
Total Transfers - Government-Wide Statement of Activities			<u>\$ 666,481</u>
<u>Transfer In</u>	<u>Transfer Out</u>		<u>Amount</u>
Governmental Activities	Business-type Activities		\$ 708,217
Business-type Activities	Governmental Activities		(41,736)
			<u>\$ 666,481</u>

Generally, transfers are used to (1) move revenues from the fund that collects them to the fund that the budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS

General Obligation Debt

Long-term obligations activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental Activities					
Bonds and Notes Payable					
General obligation debt	\$ 94,635,000	\$ 13,950,000	\$ 9,025,000	\$ 99,560,000	\$ 10,895,000
Add/Subtract deferred amounts for					
Bond premium	3,430,114	748,936	733,587	3,445,463	-
Total bonds/notes payable	<u>98,065,114</u>	<u>14,698,936</u>	<u>9,758,587</u>	<u>103,005,463</u>	<u>10,895,000</u>
Other Liabilities					
Lease payable	336,901	37,092	163,023	210,970	71,174
Net OPEB liability	5,091,452	14,680	-	5,106,132	-
Compensated absences	<u>1,817,453</u>	<u>1,616,131</u>	<u>1,817,453</u>	<u>1,616,131</u>	<u>1,616,131</u>
Total Other Liabilities	<u>7,245,806</u>	<u>1,667,903</u>	<u>1,980,476</u>	<u>6,933,233</u>	<u>1,687,305</u>
Total Governmental Activities Long-Term Liabilities	<u>\$ 105,310,920</u>	<u>\$ 16,366,839</u>	<u>\$ 11,739,063</u>	<u>\$ 109,938,696</u>	<u>\$ 12,582,305</u>
Business-Type Activities					
General obligation notes	\$ 435,000	\$ -	\$ 435,000	\$ -	\$ -
Revenue bonds from direct placements	2,495,770	-	145,648	2,350,122	148,428
Add/Subtract deferred amounts for					
Bond premium	<u>10,530</u>	<u>-</u>	<u>10,530</u>	<u>-</u>	<u>-</u>
Total bonds/notes payable	<u>2,941,300</u>	<u>-</u>	<u>591,178</u>	<u>2,350,122</u>	<u>148,428</u>
Other Liabilities					
Net OPEB liability	480,651	9,552	-	490,203	-
Compensated absences	<u>642,070</u>	<u>585,309</u>	<u>642,070</u>	<u>585,309</u>	<u>585,309</u>
Total Other Liabilities	<u>1,122,721</u>	<u>594,861</u>	<u>642,070</u>	<u>1,075,512</u>	<u>585,309</u>
Total Business Type Activities Long-Term Liabilities	<u>\$ 4,064,021</u>	<u>\$ 594,861</u>	<u>\$ 1,233,248</u>	<u>\$ 3,425,634</u>	<u>\$ 733,737</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt (cont.)

All general obligation notes and bonds payable are backed by the full faith and credit of the city. Notes and bonds in the governmental funds will be retired by future property tax levies or tax increments accumulated by the debt service fund. Business-type activities debt is payable by revenues from user fees of those funds or, if the revenues are not sufficient, by future tax levies.

In accordance with Wisconsin Statutes, total general obligation indebtedness of the city may not exceed five percent of the equalized value of taxable property within the city's jurisdiction. The debt limit as of December 31, 2024, was \$402,327,940. Total general obligation debt outstanding at year-end was \$99,560,000.

	Date of Issue	Final Maturity	Interest Rates	Original Amount	Balance 12/31/2024
Governmental Activities Long-Term Obligations					
General Obligation Debt					
Bonds	2013	6/1/28	2.0-3.375%	\$ 4,685,000	\$ 1,435,000
Notes	2016	6/1/26	1.35-2.0	7,735,000	2,115,000
Notes	2017	6/1/27	2.0	8,215,000	3,190,000
Notes	2018	6/1/28	2.25-3.0	9,060,000	5,815,000
Notes	2019	6/1/29	1.80-3.0	8,095,000	4,875,000
Notes	2020	6/1/30	1.10-3.0	9,815,000	7,380,000
Bonds	2021	6/1/41	1.50-5.0	9,550,000	9,120,000
Notes	2021	6/1/31	1.50-5.0	19,325,000	12,760,000
Bonds	2022	6/1/42	4.0-5.0	13,865,000	13,865,000
Notes	2022	6/1/32	4.0-5.0	7,825,000	7,385,000
Notes	2023	6/1/33	4.0-5.0	13,150,000	11,520,000
Bonds	2023	6/1/36	4.0-5.0	6,150,000	6,150,000
Notes	2024	6/1/44	4.0-5.0	13,950,000	13,950,000
Total Government Activities - General Obligation Debt					<u>\$ 99,560,000</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt (cont.)

Debt service requirements to maturity are as follows:

<u>Years</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 10,895,000	\$ 3,394,390
2026	10,345,000	2,881,613
2027	10,555,000	2,506,485
2028	10,290,000	2,137,198
2029	10,170,000	1,796,383
2030-2034	30,870,000	5,126,145
2035-2039	10,850,000	1,919,818
2040-2044	5,585,000	363,378
Totals	<u>\$ 99,560,000</u>	<u>\$ 20,125,410</u>

REVENUE DEBT

Revenue debt payable at December 31, 2024 consists of the following:

	<u>Balance</u> <u>12/31/2023</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance</u> <u>12/31/2024</u>	<u>Due Within</u> <u>One Year</u>
Revenue Bonds	\$ 2,495,770	\$ -	\$ 145,648	\$ 2,350,122	\$ 148,428
	<u>\$ 2,495,770</u>	<u>\$ -</u>	<u>\$ 145,648</u>	<u>\$ 2,350,122</u>	<u>\$ 148,428</u>

<u>Date</u>	<u>Maturity</u>	<u>Interest Rates</u>	<u>Original</u> <u>Issue</u>	<u>Outstanding</u> <u>12/31/24</u>
06/13/17	5/1/2037	1.87%	\$ 1,206,457	\$ 868,403
05/23/18	5/1/2038	1.87%	774,620	571,559
06/26/19	5/2/2039	1.98%	1,158,141	910,160
				<u>\$ 2,350,122</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

Revenue Debt (cont.)

Revenue bond debt service requirements to maturity follows:

December 31	Principal	Interest	Total
2025	\$ 148,428	\$ 43,532	\$ 191,960
2026	151,262	40,671	191,933
2027	154,150	37,756	191,906
2028	157,093	34,785	191,878
2029	160,092	31,757	191,849
2030 - 2034	847,489	110,704	958,193
2035 - 2039	731,608	29,734	761,342
	<u>\$ 2,350,122</u>	<u>\$ 328,939</u>	<u>\$ 2,679,061</u>

The Utility's outstanding revenue bonds from direct borrowings related to business type activities of \$2,350,122 contains provisions that in an event of default, outstanding amounts are recoverable by the State by deducting those amounts from any State payments due to the utility, adding a special charge to the amount of taxes apportioned to and levied upon the county in which the utility is located.

All utility revenues net of specified operating expenses are pledged as a security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2024 was \$191,987. Total customer net revenues as defined for the same period was \$3,668,788. Annual principal and interest payments are expected to require 7.19% of net revenues on average.

Lease Liabilities

Refer to Note IV. G.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

Other Debt Information

Estimated payments of compensated absences and net OPEB liability are not included in the debt service requirement schedules. The portion of these liabilities attributable to governmental activities will be liquidated primarily by the general fund.

There are a number of limitations and restrictions contained in the various bond indentures and loan agreements. The city believes it is in compliance with all significant limitations and restrictions, including federal arbitrage regulations.

G. LEASE DISCLOSURES

Lessor – Lease Receivables

<u>Lease Receivables Description</u>	<u>Date of Inception</u>	<u>Final Maturity</u>	<u>Interest Rate</u>	<u>Receivable Balance Dec 31, 2024</u>
Governmental Activities:				
Cellular antennas	1994-2004	2027-2049	2.40%	\$ 3,267,367
Business-Type Activities:				
Cellular antennas	1998-2019	2024-2032	2.40%	\$ 1,396,283

The governmental activities of the City recognized \$166,387 in lease revenue and \$16,562 in lease interest revenue during the year. The business-type activities of the City recognized \$188,595 in lease revenue and \$43,526 in lease interest revenue during the year.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

Years	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 300,492	\$ 16,242	\$ 316,734	\$ 155,611	\$ 39,076	\$ 194,687
2026	305,563	15,997	321,560	170,018	34,403	204,421
2027	310,804	15,757	326,561	186,845	27,798	214,643
2028	274,039	14,485	288,524	119,951	24,346	144,297
2029	247,877	13,472	261,349	130,629	20,883	151,512
2030-2034	548,864	44,849	593,713	326,995	63,182	390,177
2035-2039	603,727	36,977	640,704	306,234	22,201	328,435
2040-2044	386,272	22,408	408,680	-	-	-
2045-2049	289,729	10,475	300,204	-	-	-
Totals	<u>\$ 3,267,367</u>	<u>\$ 190,662</u>	<u>\$ 3,458,029</u>	<u>\$ 1,396,283</u>	<u>\$ 231,889</u>	<u>\$ 1,628,172</u>

Lessee – Lease Payable

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental Activities					
Equipment, leased	\$ 257,921	\$ 37,092	\$ 84,043	\$ 210,970	\$ 71,174
Intangibles, leased	<u>78,980</u>	<u>-</u>	<u>78,980</u>	<u>-</u>	<u>-</u>
	<u>336,901</u>	<u>37,092</u>	<u>163,023</u>	<u>210,970</u>	<u>71,174</u>

In prior years, the city acquired capital assets through lease agreements. The gross amount of these assets under capital leases is \$459,584, which is included in capital assets in the governmental activities. The future minimum lease obligations and the net present value on these minimum lease payments as of December 31, 2024, are as follows:

	Governmental Activities
2025	\$ 71,174
2026	71,174
2027	33,709
2028	33,709
2029	<u>8,971</u>
Sub-Total	218,737
Less: Amount representing interest	<u>(7,767)</u>
Present Value of Minimum Lease Payments	<u>\$ 210,970</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Leased assets being amortized				
Equipment, leased	\$ 343,512	\$ 37,092	\$ -	\$ 380,604
Intangibles, leased	<u>78,980</u>	<u>-</u>	<u>-</u>	<u>78,980</u>
Total leased assets being amortized	<u>422,492</u>	<u>37,092</u>	<u>-</u>	<u>459,584</u>
Less accumulated depreciation				
Intangibles, leased	(78,317)	(72,411)	-	(150,728)
Equipment, leased	<u>(7,898)</u>	<u>(15,796)</u>	<u>-</u>	<u>(23,694)</u>
Total accumulated amortization	<u>(86,215)</u>	<u>(88,207)</u>	<u>-</u>	<u>(174,422)</u>
Governmental activities leased assets, net	<u>\$ 336,277</u>	<u>\$ (51,115)</u>	<u>\$ -</u>	<u>\$ 285,162</u>

H. NET POSITION

Governmental activities net position reported on the government wide statement of net position at December 31, 2024 includes the following:

Governmental Activities	
Net Investment in capital assets	
Construction in progress	\$ 2,552,607
Land	18,266,272
Other capital assets, net of accumulated depreciation/amortization	103,120,707
Less: Long-term debt outstanding, including bond premium	(103,216,433)
Plus: Unspent capital related debt proceeds	<u>11,313,309</u>
Total Net Investment in Capital Assets	<u>32,036,462</u>
Restricted for	
Debt service	1,133,600
Impact fees	97,087
Wastewater RCA fees	1,998,228
Culture and recreational programs	1,842,139
Public safety programs	331,928
Public works	877,656
Community development	666,703
Tax increment district	1,723,523
Capital projects	<u>2,304,012</u>
Total Restricted	<u>10,974,876</u>
Unrestricted (deficit)	<u>14,065,112</u>
Total Governmental Activities Net Position	<u>\$ 57,076,450</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE IV – DETAILED NOTES ON ALL FUNDS (cont.)

H. NET POSITION (cont.)

Business-Type Activities

Business-type activities net position reported on the government wide statement of net position at December 31, 2024 includes the following:

Net Investment in capital assets	
Construction work in progress	\$ 71,321
Land	1,415,910
Other capital assets, net of accumulated depreciation	114,356,850
Less: Long-term debt outstanding	<u>(2,350,122)</u>
Total Investment in Capital Assets	<u>113,493,959</u>
 Restricted for	
Replacement	<u>359,494</u>
Total Restricted	<u>359,494</u>
 Unrestricted	<u>39,613,830</u>
 Total Business-type Activities Net Position	<u>\$ 153,467,283</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION

A. EMPLOYEES' RETIREMENT SYSTEM

General Information about the Pension Plan

Plan description. The WRS is a cost-sharing multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, expected to work at least 1,200 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

EFT issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>. Additionally, ETF issued a standalone Wisconsin Retirement System Financial Report, which can also be found using the link above.

Vesting. For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Benefits provided. Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and executive service retirement participants, if hired on or before 12/31/2016) are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest annual earnings period. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Post-retirement adjustments. The Employee Trust Fund Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s.40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

<u>Year</u>	<u>Core Fund Adjustment %</u>	<u>Variable Fund Adjustment %</u>
2014	4.7	25.0
2015	2.9	2.0
2016	0.5	(5.0)
2017	2.0	4.0
2018	2.4	17.0
2019	0.0	(10.0)
2020	1.7	21.0
2021	5.1	13.0
2022	7.4	15.0
2023	1.6	(21.0)

Contributions. Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for General category employees and Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the reporting period, the WRS recognized \$2,055,922 in contributions from the city.

Contribution rates for the plan year reported as of December 31, 2024 are:

<u>Employee Category</u>	<u>Employee</u>	<u>Employer</u>
General (Executives & Elected Officials)	6.90%	6.90%
Protective with Social Security	6.90%	14.30%
Protective without Social Security	6.90%	19.10%

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024 the city reported a liability of \$2,276,558 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2022 rolled forward to December 31, 2023. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net pension liability was based on the city's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2023, the city's proportion was 0.15311739%, which was an increase of 0.00231128% from its' proportion measured as of December 31, 2022.

For the year ended December 31, 2024, the city recognized pension (revenue) expense of \$1,300,781.

At December 31, 2024, the city reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between projected and actual experiences	\$ 9,179,061	\$ 12,157,723
Changes of actuarial assumptions	992,286	-
Net differences between projected and actual investment earnings on pension plan investment.	7,933,487	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	2,698	53,020
Employer contributions subsequent to measurement date	<u>2,309,152</u>	<u>-</u>
Total	<u>\$ 20,416,684</u>	<u>\$ 12,210,743</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

\$2,309,152 reported as deferred outflows of resources related to pension resulting from the WRS Employer's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2025. Other amounts reported as deferred outflows of resources related to pension will be recognized in pension expense as follows:

Year ended December 31:	Deferred Outflows of Resources and Deferred Inflows of Resources (net)
2025	\$ 1,201,324
2026	1,259,202
2027	4,966,590
2028	(1,530,377)

Actuarial assumptions. The total pension liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date	December 31, 2022
Measurement Date of Net Pension Liability	December 31, 2023
Experience Study:	January 1, 2018 – December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return	6.8%
Discount Rate:	6.8%
Salary Increases:	
Wage Inflation	3.0%
Seniority/Merit	0.1% -5.6%
Mortality:	2020 WRS Experience Mortality Table
Post-retirement Adjustments*	1.7%

**No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.7% is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.*

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. The Total Pension Liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the December 31, 2022 actuarial valuation.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Long-term expected return on plan assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Allocation Targets and Expected Returns* as of December 31, 2023

<u>Core Fund Asset Class</u>	<u>Asset Allocation %</u>	<u>Long-Term Expected Nominal Rate of Return %</u>	<u>Long-Term Expected Real Rate of Return %</u>
Public Equity	40.0%	7.3%	4.5%
Public Fixed Income	27.0	5.8	3
Inflation Sensitive	19.0	4.4	1.7
Real Estate	8.0	5.8	3
Private Equity/Debt	18.0	9.6	6.7
Leverage	(12.0)	3.7	1
Total Core Fund	100	7.4	4.6
<u>Variable Fund Asset</u>			
US Equities	70	6.8	4.0
International Equities	30	7.6	4.8
Total Variable Fund	100	7.3	4.5

*Asset Allocations are managed within established ranges; target percentages may differ from actual monthly allocations.

** New England Pension Consultants Long Term US CPI (inflation) Forecast; 2.7%

***The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower volatility assets, such as fixed income securities. Currently, an asset allocation target of 12% policy leverage is used subject to an allowable range of up to 20%.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Single discount rate. A single discount rate of 6.8% was used to measure the total pension liability, for the current and prior year. This discount rate was based on the expected rate of return on pension plan investments 6.8 percent and a municipal bond rate of 3.77 percent. (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2023. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.) Because of the unique structure of WRS, the 6.8% expected rate of return implies that a dividend of approximately 1.7% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate.

Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the municipal bond rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the city's proportionate share of the net pension liability (asset) to changes in the discount rate. The following presents the city's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.8 percent, as well as what the city's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.8 percent) or 1-percentage-point higher (7.8 percent) than the current rate:

	Discount Rate (5.8%)	Current Discount Rate (6.8%)	Discount Rate (7.8%)
The City's proportionate share of the net pension liability (asset)	\$ 22,005,037	\$ 2,276,558	\$ (11,527,593)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>.

At December 31, 2024, the city reported a payable to the pension plan of \$282,518, which represents contractually required contributions outstanding as of the end of the year.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

B. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; workers compensation; and health care of its employees. The city purchases general, auto liability/physical damage and workers compensation insurance from the Cities and Villages Mutual Insurance Company (CVMIC). The City purchases commercial insurance for all other risks. There have been no significant reductions in insurance coverage for any risk of loss in the past year and settled claims have not exceeded the commercial coverage in any of the past three fiscal years.

In 1987, the City invested \$802,060 for participation in the Wisconsin Municipal Insurance commission (WMIC). The WMIC is an intergovernmental cooperation commission formed to facilitate the formation of Cities and Villages Mutual Insurance Company (CVMIC). CVMIC is a separate and distinct entity independent of the WMIC and owned by the participating cities and villages of the WMIC. CVMIC was formed to provide liability insurance to Wisconsin municipalities as of January 1, 1988.

CVMIC provides the City with \$5,000,000 of liability coverage for losses over its self-insurance retention level of \$50,000 per occurrence with a \$200,000 annual aggregate stop loss.

An annual premium is charged to cover expected claims and administrative costs. The claims component of the premium is determined by independent actuaries and allocated among the participating municipalities based on payroll and loss history. The City and other participating cities and villages are subject to cover loss experiences that exceed predictions through retrospective assessments.

Management of each organization consists of a board of directors or officers comprised of representatives elected by each of three classes of participants based on population. The city does not exercise any control over the activities of the agencies beyond the election of the officers and board.

At December 31, 2024 the Risk Management Fund, an Internal Service Fund had net position of \$1,138,114 available for future claims related to prior years. The balance includes \$492,831 in cash and \$802,060 in non-cash assets.

The City has recorded an unpaid claims liability for claims that have occurred but are not settled and for claims incurred by not recorded (IBNR). This liability is based upon estimates from an annual actuarial study. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

Changes in the fund's unpaid claims liability amount in fiscal 2023 and 2024 were:

	Beginning Balance	Current Claims and Changes in Estimates	Claims Paid/ Settled	Ending Balance
2023	\$ 95,694	\$ (20,173)	\$ -	\$ 75,521
2024	75,521	81,256	-	156,777

The City's percentage participation in WMIC and CVMIC at December 31, 2024 was 2.67%. Percentage participation can be affected by acceptance of new members to WMIC and CVMIC. Upon dissolution, the City would be entitled to a lump sum payment from CVMIC that may vary significantly from the amount of its deposit referred to above, based on the then financial condition of CVMIC.

Financial statements of WMIC and CVMIC can be obtained directly from CVMIC offices.

C. COMMITMENTS AND CONTINGENCIES

Claims and judgments are recorded as liabilities if all the conditions of Governmental Accounting Standards Board pronouncements are met. The liability and expenditure for claims and judgments are only reported in governmental funds if it has matured. Claims and judgments are recorded in the government-wide statements and proprietary funds as expenses when the related liabilities are incurred.

From time to time, the city is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the city Attorney that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the city's financial position or results of operations.

Federal and State Grants

The city has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed under terms of the grants. Management believes such disallowances, if any, would be immaterial.

Construction Commitments

The city has active construction projects as of December 31, 2024. Work that has been completed on these projects but not yet paid for (including contract retainages) is reflected in accounts payable and expenditures.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

Impact Fees

The city receives impact fees for new development projects. The fees are to be used to fund specific projects within a specific period of time. In the event the projects are not completed or the time period elapses, the city will be required to refund the impact fees to the owners of the property on which the fees were originally charged.

Encumbrances

The City has the following encumbrances outstanding at year end, relating to funds on hand:

General Fund	\$184,022
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D. OTHER POSTEMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The city's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the city. RBP is a single-employer defined benefit OPEB plan administered by the city. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Common Council.

Benefits provided. The city's group health insurance plan provides coverage to active employees and retirees (or other qualified terminated employees) at blended premium rates. The result is another postemployment benefit (OPEB) for the retirees, commonly referred to as an implicit rate subsidy.

Employees covered by benefit terms. At December 31, 2024 the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefit payments	25
Active plan members	181
	<u>206</u>

Contributions. Contribution requirements are established through collective bargaining agreements and other city agreements and may be amended only through negotiations between city and the union, or for non-union employees pursuant to employment policies adopted by the Common Council.

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

D. OTHER POSTEMPLOYMENT BENEFITS (cont.)

Investments

Investment policy. The City is authorized to invest funds of the RBP only in investments which the District is permitted to make under Section 66.0603 of the Wisconsin state statutes. See Note IV.A for further information.

Concentrations. All OPEB plan assets have been invested in an interest-bearing account.

Rate of return. The annual money-weighted rate of return on investments, net of investment expense, was 13.89 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Net OPEB Liability

The City's net OPEB liability was measured as of December 31, 2024, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2024.

Actuarial assumptions and other inputs. The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date	December 31, 2024
Measurement Date of Net OPEB Liability	December 31, 2024
Actuarial Cost Method	Entry Age
Long-Term Expected Rate of Return	5.00%
Discount Rate:	
General Employees	4.28%
Police Employees	5.00%
Healthcare Cost Trend Rates	5.00% for 2024 and beyond
Salary Increases:	
Merit and Cost of Living	3.0%
Mortality:	Wisconsin 2020 Mortality Table

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

D. OTHER POSTEMPLOYMENT BENEFITS (cont.)

CHANGES IN THE TOTAL AND NET OPEB LIABILITY

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances at December 31, 2023	\$ 7,068,940	\$ 1,496,837	\$5,572,103
Changes for the year:			
Service cost	328,539	-	328,539
Interest cost	303,712	-	303,712
Changes in assumptions	(65,892)	-	(65,892)
Contributions - employer	-	90,653	(90,653)
Net investment income (loss)	-	118,432	(118,432)
Estimated Benefit payments	(461,879)	(113,645)	(348,234)
Administrative expense	-	(15,192)	15,192
Net Changes	104,480	80,248	24,232
Balances at December 31, 2024	<u>\$ 7,173,420</u>	<u>\$ 1,577,085</u>	<u>\$5,596,335</u>

Sensitivity of the net OPEB liability to changes in the discount rate. The following presents the net OPEB liability of the city, as well as what the city's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3 percent) or 1-percentage-point higher (5 percent) than the current rate:

	1% Decrease	Discount Rate	1% Increase
Total OPEB liability	\$ 7,587,004	\$ 7,173,420	\$ 6,785,376
Plan Fiduciary Net Position	1,577,085	1,577,085	1,577,085
Net OPEB liability	<u>\$ 6,009,919</u>	<u>\$ 5,596,335</u>	<u>\$ 5,208,291</u>

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the net OPEB liability of the city, as well as what the city's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4 percent) or 1-percentage-point higher (6 percent) than the current rate:

	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Total OPEB liability	\$ 6,671,857	\$ 7,173,420	\$ 7,740,144
Plan Fiduciary Net Position	1,577,085	1,577,085	1,577,085
Net OPEB liability	<u>\$ 5,094,772</u>	<u>\$ 5,596,335</u>	<u>\$ 6,163,059</u>

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

NOTE V – OTHER INFORMATION (cont.)

D. OTHER POSTEMPLOYMENT BENEFITS (cont.)

OPEB EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO OPEB

For the year ended December 31, 2024, the city recognized OPEB expense of \$333,642. At December 31, 2024, the city reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following resources:

Schedule of Deferred Inflows/Outflows	December 31, 2024	
	Deferred Inflows	Deferred Outflows
Differences Between Expected and Actual Experiences	\$ 698,253	\$ 65,530
Differences Between Projected and Actual Earnings	131,374	-
Changes in Assumptions	1,083,904	409,092
Total	<u>\$ 1,913,531</u>	<u>\$ 474,622</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31:	Deferred Outflow of Resources and Deferred Inflow of Resources (Net)
2025	\$ (210,153)
2026	(193,823)
2027	(178,273)
2028	(140,375)
2029	(131,920)
Thereafter	(584,365)

E. JOINT TRUST

In 1997, the City and the New Berlin Professional Police Association (Association) entered into an agreement to establish a plan to pay a retiree health care insurance premium subsidy and to create the City of New Berlin Police Retiree Health Care Trust (Trust) for the accumulation of funds from which to pay the subsidy benefits. The City and Association are joint trustees with the Association as the plan administrator. The Trust document names the City trustee as custodian of the Trust; however in practice the Association trustee administers and performs all functions of the Trust including custodian of the Trust. The City trustee's only involvement is the payment of the annual contribution to the Trust and signing checks for the subsidy payment which requires the signature of both trustees. The annual contribution for 2024 was \$90,653. The estimated fair value of the

CITY OF NEW BERLIN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2024

Trust assets at December 31, 2024 is \$1,577,085.

NOTE V – OTHER INFORMATION (cont.)

F. EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT-PERIOD FINANCIAL STATEMENTS

The Governmental Accounting Standards Board (GASB) has approved the following:

- > Statement No. 102, *Certain Risk Disclosures*
- > Statement No. 103, *Financial Reporting Model Improvements*
- > Statement No. 104, *Disclosure of Certain Capital Assets*

When they become effective, application of these standards may restate portions of these financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF NEW BERLIN

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS As of December 31, 2024

	2017	2018	2019	2020	2021	2022	2023	2024
Total OPEB Liability								
Service cost	\$ 322,755	\$ 359,674	\$ 291,725	\$ 286,537	\$ 411,751	\$ 423,600	\$ 318,857	\$ 328,539
Interest	276,701	246,743	265,098	271,394	227,902	250,295	303,730	303,712
Differences between expected and actual experience	-	-	(156,478)	-	9,525	-	(653,984)	-
Changes of assumptions	312,656	(521,085)	(708,976)	356,664	(93,957)	(488,781)	69,340	(65,892)
Benefit payments	(296,709)	(322,850)	(351,574)	(400,180)	(365,281)	(391,092)	(407,216)	(461,879)
Net Change in Total OPEB Liability	615,403	(237,518)	(660,205)	514,415	189,940	(205,978)	(369,273)	104,480
Total OPEB Liability - Beginning	7,222,156	7,837,559	7,600,041	6,939,836	7,454,251	7,644,191	7,438,213	7,068,940
Total OPEB Liability - Ending (a)	<u>\$ 7,837,559</u>	<u>\$ 7,600,041</u>	<u>\$ 6,939,836</u>	<u>\$ 7,454,251</u>	<u>\$ 7,644,191</u>	<u>\$ 7,438,213</u>	<u>\$ 7,068,940</u>	<u>\$ 7,173,420</u>
Plan Fiduciary Net Position								
Employer contributions	\$ 78,855	\$ 80,038	\$ 81,238	\$ 82,457	\$ 83,693	\$ 84,993	\$ 89,313	\$ 90,653
Net investment income (loss)	205,176	(63,603)	226,996	156,963	155,592	103,142	189,416	118,432
Benefit Payments	(95,351)	(30,557)	(47,450)	(64,281)	(65,978)	(85,185)	(110,218)	(113,645)
Administrative expenses	(10,473)	(11,783)	(10,696)	(12,474)	(14,315)	(15,182)	(353,911)	(15,192)
Net Change in Plan Fiduciary Net Position	178,207	(25,905)	250,088	162,665	158,992	87,768	(185,400)	80,248
Fiduciary Net Position - Beginning	870,422	1,048,629	1,022,724	1,272,812	1,435,477	1,594,469	1,682,237	1,496,837
Fiduciary Net Position - Ending (b)	<u>\$ 1,048,629</u>	<u>\$ 1,022,724</u>	<u>\$ 1,272,812</u>	<u>\$ 1,435,477</u>	<u>\$ 1,594,469</u>	<u>\$ 1,682,237</u>	<u>\$ 1,496,837</u>	<u>\$ 1,577,085</u>
Net OPEB Liability - Ending (a) - (b)	<u>\$ 6,788,930</u>	<u>\$ 6,577,317</u>	<u>\$ 5,667,024</u>	<u>\$ 6,018,774</u>	<u>\$ 6,049,722</u>	<u>\$ 5,755,976</u>	<u>\$ 5,572,103</u>	<u>\$ 5,596,335</u>
Covered-employee payroll	\$ 11,176,567	\$ 11,511,864	\$ 11,319,221	\$ 11,299,636	\$ 13,997,469	\$ 13,903,287	\$ 13,908,774	\$ 13,849,126
Total OPEB liability as a percentage of covered-employee payroll	60.74%	57.14%	50.07%	53.27%	43.22%	41.40%	40.06%	40.41%

Notes to Schedule:

The City implemented GASB Statement No. 74 and No. 75 in fiscal year 2017.
Information prior to fiscal year 2017 is not available. Additional years will be added prospectively until 10 years are presented.

See independent auditors' report.

CITY OF NEW BERLIN

SCHEDULE OF EMPLOYER CONTRIBUTIONS - OPEB PLAN As of December 31, 2024

	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially contractual determined contribution	\$ 78,855	\$ 80,038	\$ 81,238	\$ 82,457	\$ 83,693	\$ 84,993	\$ 89,313	\$ 90,653
Contributions in relation to the actuarially determined contribution	78,855	80,038	81,238	82,457	83,693	84,993	89,313	90,653
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered-employee payroll	\$ 11,176,567	\$ 11,511,864	\$ 11,319,221	\$ 11,299,636	\$ 13,997,469	\$ 13,903,287	\$ 13,908,774	\$ 13,849,126
Contributions as a percentage of covered-employee payroll	0.71%	0.70%	0.72%	0.73%	0.60%	0.61%	0.64%	0.65%

Notes to Schedule

Valuation date:

Actuarially determined contribution rates are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization method	Fair market value
Healthcare cost trend rates	5.0 percent initial, increasing 5.0 percent per year
Salary increases	3.0 percent, average, including inflation
Retirement age	In the 2017 actuarial valuation, expected retirement ages of general employees were adjusted to more closely reflect actuarial experience.
Mortality	The 2024 actuarial valuations, assumed life expectancies were adjusted as a result of using the Wisconsin 2020 Mortality Table with generational projection using Scale MP-2021.

Other information:

In accordance with GASB 75, the discount rate as of December 31, 2023 and December 31, 2024 is the single discount rate based on a depletion projection performed using the respective asset values and projected benefit payments. As of December 31, 2023 a rate of 4.00% was used for general employees, while a rate of 5.00% was used for police. As of December 31, 2024 a rate of 4.28% was used for general employees, while a rate of 5.00% was used for police.

The City implemented GASB Statement No. 74 and No. 75 in fiscal year 2017. Information prior to fiscal year 2017 is not available. Additional years will be added prospectively until 10 years are presented.

See independent auditors' report.

CITY OF NEW BERLIN

SCHEDULE OF THE CITY OF NEW BERLIN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) WISCONSIN RETIREMENT SYSTEM For the Year Ended December 31, 2024

Plan Fiscal Year Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
12/31/14	0.134433880%	\$ (2,302,064)	\$ 15,084,689	21.89%	102.74%
12/31/15	0.133820430%	2,174,556	15,767,562	13.79%	98.20%
12/31/16	0.134003610%	1,104,510	15,709,595	7.03%	99.12%
12/31/17	0.138273800%	(4,105,513)	16,589,276	24.75%	102.93%
12/31/18	0.141949060%	5,050,102	16,880,777	29.92%	96.45%
12/31/19	0.145561940%	(4,693,581)	17,420,633	26.94%	102.96%
12/31/20	0.146559660%	(9,149,922)	17,748,852	51.55%	105.26%
12/31/21	0.147933990%	(11,923,751)	18,260,893	65.30%	106.02%
12/31/22	0.150806110%	7,989,261	18,999,360	42.05%	95.72%
12/31/23	0.153117390%	2,276,558	19,789,851	11.50%	98.85%

SCHEDULE OF EMPLOYER CONTRIBUTIONS - WISCONSIN RETIREMENT SYSTEM For the Year Ended December 31, 2024

City Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
12/31/15	\$ 1,297,584	\$ 1,297,584	\$ -	\$ 15,767,562	8.23%
12/31/16	1,276,131	1,276,131	-	15,709,595	8.12%
12/31/17	1,473,147	1,473,147	-	16,589,276	8.88%
12/31/18	1,499,516	1,499,516	-	16,880,777	8.88%
12/31/19	1,521,710	1,521,710	-	17,420,634	8.74%
12/31/20	1,677,230	1,677,230	-	17,751,906	9.45%
12/31/21	1,742,741	1,742,741	-	18,260,893	9.54%
12/31/22	1,813,281	1,813,281	-	18,999,360	9.54%
12/31/23	2,055,973	2,055,973	-	19,789,851	10.39%
12/31/24	2,309,152	2,309,152	-	20,597,613	11.21%

Wisconsin Retirement System

The amounts determined for each fiscal year were determined as of the calendar year-end and occurred within the fiscal year.

Changes of benefit terms. There were no changes of benefit terms for any participating employer in the Wisconsin Retirement System.

Changes of assumptions. Based on a three-year experience study conducted in 2021 covering January 1, 2018 through December 31, 2020 the ETF Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2021 including the following:

*Lowering the long-term expected rate of return from 7.0% to 6.8%

*Lowering the discount rate from 7.0% to 6.8%

*Lowering the price inflation rate from 2.5% to 2.4%

*Lowering the post-retirement adjustments from 1.9% to 1.7%

*Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2018 Morality Table to the 2020 WRS Experience Mortality Table.

Based on a three-year experience study conducted in 2018 covering January 1, 2015 through December 31, 2017 the ETF Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2018 including the following:

*Lowering the long-term expected rate of return from 7.2% to 7.0%

*Lowering the discount rate from 7.2% to 7.0%

*Lowering the price inflation rate from 3.2% to 3.0%

*Lowering the post-retirement adjustments from 2.1% to 1.9%

*Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2012 Morality Table to the 2018 WRS Experience Mortality Table.

See independent auditors' report.

SUPPLEMENTARY INFORMATION

CITY OF NEW BERLIN

**NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET**

As of December 31, 2024

	Special Revenue Funds			
	Park and Open Space Fund	Trail Fees Fund	Impact Fees Fund	Wastewater RCA Fees Fund
ASSETS				
Cash and investments	\$ 1,582,846	\$ 18,214	\$ 97,087	\$ 1,998,228
Taxes receivable	-	-	-	-
Accounts receivable	-	-	-	-
Special assessments receivable	-	-	-	-
Total Assets	<u>\$ 1,582,846</u>	<u>\$ 18,214</u>	<u>\$ 97,087</u>	<u>\$ 1,998,228</u>
LIABILITIES				
Accounts payable	\$ -	\$ 18,214	\$ -	\$ -
Unearned revenues	-	-	-	-
Total Liabilities	<u>-</u>	<u>18,214</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenues	-	-	-	-
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES				
Restricted	1,582,846	-	97,087	1,998,228
Committed	-	-	-	-
Assigned	-	-	-	-
Total Fund Balances	<u>1,582,846</u>	<u>-</u>	<u>97,087</u>	<u>1,998,228</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 1,582,846</u>	<u>\$ 18,214</u>	<u>\$ 97,087</u>	<u>\$ 1,998,228</u>

Special Revenue Funds					
Golf Course Fund	Fourth of July Fund	Concession Stand Fund	Park & Recreation Fund	Police Fund	Fire Fund
\$ 482,503	\$ 133,332	\$ 23,656	\$ 59,902	\$ 266,356	\$ 65,827
-	-	-	-	-	-
228,351	-	-	-	-	-
-	-	-	-	-	-
<u>\$ 710,854</u>	<u>\$ 133,332</u>	<u>\$ 23,656</u>	<u>\$ 59,902</u>	<u>\$ 266,356</u>	<u>\$ 65,827</u>
\$ 258	\$ 45	\$ -	\$ 23	\$ 1,362	\$ -
-	-	-	-	-	-
<u>258</u>	<u>45</u>	<u>-</u>	<u>23</u>	<u>1,362</u>	<u>-</u>
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	133,287	-	59,879	264,994	65,827
710,596	-	23,656	-	-	-
-	-	-	-	-	-
<u>710,596</u>	<u>133,287</u>	<u>23,656</u>	<u>59,879</u>	<u>264,994</u>	<u>65,827</u>
<u>\$ 710,854</u>	<u>\$ 133,332</u>	<u>\$ 23,656</u>	<u>\$ 59,902</u>	<u>\$ 266,356</u>	<u>\$ 65,827</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS

COMBINING BALANCE SHEET

(Concluded)

As of December 31, 2024

	Special Revenue Funds			
	Mayor Fund	Special Assessment Fund	Landscape Fund	Building Maintenance Fund
ASSETS				
Cash and investments	\$ 2,239	\$ -	\$ 515,930	\$ 698,846
Taxes receivable	-	-	-	-
Accounts receivable	-	-	-	-
Special assessments receivable	-	14,159	-	-
Total Assets	<u>\$ 2,239</u>	<u>\$ 14,159</u>	<u>\$ 515,930</u>	<u>\$ 698,846</u>
LIABILITIES				
Accounts payable	\$ -	\$ -	\$ -	\$ 2,600
Unearned revenues	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,600</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenues	-	-	-	-
Unavailable revenues	-	14,159	-	-
Total Deferred inflows of Resources	<u>-</u>	<u>14,159</u>	<u>-</u>	<u>-</u>
FUND BALANCES				
Restricted	2,239	-	-	696,246
Committed	-	-	515,930	-
Assigned	-	-	-	-
Total Fund Balances	<u>2,239</u>	<u>-</u>	<u>515,930</u>	<u>696,246</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 2,239</u>	<u>\$ 14,159</u>	<u>\$ 515,930</u>	<u>\$ 698,846</u>

Special Revenue Funds						Capital Projects Funds		Total Nonmajor Funds
Technology Fee Fund	Tourism Commision Fund	Tax Increment District Fund	Grant Fund	Library Fund	Garbage/ Recycling Fund	Equipment Fund	Equipment Replacement Fund	
\$ 50,159	\$ 227,067	\$ 1,769,810	\$ 44,059	\$ 66,364	\$ 1,046,656	\$ 1,607,766	\$ 519,129	\$ 11,275,976
-	-	1,176,664	-	-	-	-	-	1,176,664
-	111,426	-	-	-	-	-	-	339,777
-	-	-	-	-	-	-	-	14,159
<u>\$ 50,159</u>	<u>\$ 338,493</u>	<u>\$ 2,946,474</u>	<u>\$ 44,059</u>	<u>\$ 66,364</u>	<u>\$ 1,046,656</u>	<u>\$ 1,607,766</u>	<u>\$ 519,129</u>	<u>\$ 12,806,576</u>
\$ -	\$ 6,261	\$ 46,287	\$ -	\$ 237	\$ 169,000	\$ -	\$ 15,640	\$ 259,927
-	-	-	19,400	-	-	-	-	19,400
-	6,261	46,287	19,400	237	169,000	-	15,640	279,327
-	-	1,176,664	-	-	-	-	-	1,176,664
-	-	-	-	-	-	-	-	14,159
-	-	1,176,664	-	-	-	-	-	1,190,823
-	332,232	1,723,523	24,659	66,127	877,656	1,607,766	-	9,532,596
50,159	-	-	-	-	-	-	-	1,300,341
-	-	-	-	-	-	-	503,489	503,489
<u>50,159</u>	<u>332,232</u>	<u>1,723,523</u>	<u>24,659</u>	<u>66,127</u>	<u>877,656</u>	<u>1,607,766</u>	<u>503,489</u>	<u>11,336,426</u>
<u>\$ 50,159</u>	<u>\$ 338,493</u>	<u>\$ 2,946,474</u>	<u>\$ 44,059</u>	<u>\$ 66,364</u>	<u>\$ 1,046,656</u>	<u>\$ 1,607,766</u>	<u>\$ 519,129</u>	<u>\$ 12,806,576</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

For the Year Ended December 31, 2024

	Special Revenue Funds			
	Park and Open Space Fund	Trail Fees Fund	Impact Fees Fund	Wastewater RCA Fees Fund
REVENUES				
Property taxes	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-
Intergovernmental	-	-	-	-
Public charges for services	-	-	-	-
Public improvement revenues	124,006	-	34,850	-
Investment income	70,447	-	3,650	85,282
Miscellaneous revenues	-	-	-	-
Total Revenues	<u>194,453</u>	<u>-</u>	<u>38,500</u>	<u>85,282</u>
EXPENDITURES				
Current				
General government	-	-	-	-
Protection of persons and property	-	-	-	-
Public works	-	-	-	-
Library	-	-	-	-
Parks and recreation	-	-	-	-
Conservation and development	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	<u>194,453</u>	<u>-</u>	<u>38,500</u>	<u>85,282</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(10,000)	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>(10,000)</u>	<u>-</u>
Net Change in Fund Balances	194,453	-	28,500	85,282
FUND BALANCES -				
Beginning of Year	<u>1,388,393</u>	<u>-</u>	<u>68,587</u>	<u>1,912,946</u>
FUND BALANCES -				
END OF YEAR	<u>\$ 1,582,846</u>	<u>\$ -</u>	<u>\$ 97,087</u>	<u>\$ 1,998,228</u>

Special Revenue Funds					
Golf Course Fund	Fourth of July Fund	Concession Stand Fund	Park & Recreation Fund	Police Fund	Fire Fund
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	7,000	-	-	119,760	8,804
-	-	-	-	-	-
-	-	-	-	-	-
35,169	-	-	-	3,924	-
<u>365,851</u>	<u>125,097</u>	<u>19,073</u>	<u>45,194</u>	<u>69,594</u>	<u>19,102</u>
<u>401,020</u>	<u>132,097</u>	<u>19,073</u>	<u>45,194</u>	<u>193,278</u>	<u>27,906</u>
-	-	-	90	-	-
-	-	-	-	100,322	13,151
-	-	-	-	-	-
-	-	-	-	-	-
1,032	157,835	12,515	20,769	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>1,032</u>	<u>157,835</u>	<u>12,515</u>	<u>20,859</u>	<u>100,322</u>	<u>13,151</u>
<u>399,988</u>	<u>(25,738)</u>	<u>6,558</u>	<u>24,335</u>	<u>92,956</u>	<u>14,755</u>
-	-	-	-	-	-
<u>(232,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>(232,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
167,988	(25,738)	6,558	24,335	92,956	14,755
<u>542,608</u>	<u>159,025</u>	<u>17,098</u>	<u>35,544</u>	<u>172,038</u>	<u>51,072</u>
<u>\$ 710,596</u>	<u>\$ 133,287</u>	<u>\$ 23,656</u>	<u>\$ 59,879</u>	<u>\$ 264,994</u>	<u>\$ 65,827</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (Concluded) For the Year Ended December 31, 2024

	Special Revenue Funds			
	Mayor Fund	Special Assessment Fund	Landscape Fund	Building Maintenance Fund
REVENUES				
Property taxes	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	117,054
Intergovernmental	-	-	-	-
Public charges for services	-	-	44,595	-
Public improvement revenues	-	-	-	-
Investment income	-	-	-	-
Miscellaneous revenues	-	-	-	-
Total Revenues	-	-	44,595	117,054
EXPENDITURES				
Current				
General government	-	-	-	-
Protection of persons and property	-	-	-	-
Public works	-	-	-	66,640
Library	-	-	-	-
Parks and recreation	-	-	-	11,358
Conservation and development	-	-	174,605	-
Capital Outlay	-	-	-	-
Total Expenditures	-	-	174,605	77,998
Excess (deficiency) of revenues over expenditures	-	-	(130,010)	39,056
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	-	(130,010)	39,056
FUND BALANCES -				
Beginning of Year	2,239	-	645,940	657,190
FUND BALANCES -				
END OF YEAR	\$ 2,239	\$ -	\$ 515,930	\$ 696,246

Special Revenue Funds						Capital Projects Funds		
Technology Fee Fund	Tourism Fund	Tax Incremental District Fund	Grant Fund	Library Fund	Garbage/ Recycling Fund	Equipment Fund	Equipment Replacement Fund	Total Nonmajor Funds
\$ -	\$ -	\$ 895,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 895,690
-	128,282	-	-	-	-	-	-	245,336
-	-	-	118,532	-	-	-	-	254,096
-	-	-	-	-	2,171,213	-	-	2,215,808
20,237	-	-	-	-	-	25,798	-	204,891
-	-	108,034	-	-	-	59,058	-	365,564
-	-	-	-	42,801	-	191,439	2,968	881,119
<u>20,237</u>	<u>128,282</u>	<u>1,003,724</u>	<u>118,532</u>	<u>42,801</u>	<u>2,171,213</u>	<u>276,295</u>	<u>2,968</u>	<u>5,062,504</u>
-	-	450	12,500	-	-	4,250	33,834	51,124
-	-	-	82,480	-	-	-	11,635	207,588
-	-	127,654	-	-	2,177,386	-	8,415	2,380,095
-	-	-	-	46,627	-	-	-	46,627
-	-	-	-	-	-	-	42,330	245,839
5,861	55,589	-	-	-	-	-	-	236,055
-	-	505,577	-	-	-	-	82,574	588,151
<u>5,861</u>	<u>55,589</u>	<u>633,681</u>	<u>94,980</u>	<u>46,627</u>	<u>2,177,386</u>	<u>4,250</u>	<u>178,788</u>	<u>3,755,479</u>
<u>14,376</u>	<u>72,693</u>	<u>370,043</u>	<u>23,552</u>	<u>(3,826)</u>	<u>(6,173)</u>	<u>272,045</u>	<u>(175,820)</u>	<u>1,307,025</u>
-	-	-	-	-	-	410,309	240,000	650,309
-	-	(819,252)	-	-	-	-	-	(1,061,252)
-	-	(819,252)	-	-	-	410,309	240,000	(410,943)
-	-	-	-	-	-	-	-	-
14,376	72,693	(449,209)	23,552	(3,826)	(6,173)	682,354	64,180	896,082
<u>35,783</u>	<u>259,539</u>	<u>2,172,732</u>	<u>1,107</u>	<u>69,953</u>	<u>883,829</u>	<u>925,412</u>	<u>439,309</u>	<u>10,440,344</u>
<u>\$ 50,159</u>	<u>\$ 332,232</u>	<u>\$ 1,723,523</u>	<u>\$ 24,659</u>	<u>\$ 66,127</u>	<u>\$ 877,656</u>	<u>1,607,766</u>	<u>503,489</u>	<u>\$ 11,336,426</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Park and Open Space Fund			Impact Fees Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Public charges for services	-	-	-	-	-	-
Public improvement revenues	15,000	124,006	109,006	7,000	34,850	27,850
Investment income	50,000	70,447	20,447	2,600	3,650	1,050
Miscellaneous revenues	-	-	-	-	-	-
Total Revenues	<u>65,000</u>	<u>194,453</u>	<u>129,453</u>	<u>9,600</u>	<u>38,500</u>	<u>28,900</u>
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Protection of persons and property	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	-	-	-
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	<u>65,000</u>	<u>194,453</u>	<u>129,453</u>	<u>9,600</u>	<u>38,500</u>	<u>28,900</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	(10,000)	(10,000)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(10,000)</u>	<u>(10,000)</u>
Net Change in Fund Balances	65,000	194,453	129,453	9,600	28,500	18,900
FUND BALANCES -						
Beginning of Year	<u>1,388,393</u>	<u>1,388,393</u>	<u>-</u>	<u>68,587</u>	<u>68,587</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 1,453,393</u>	<u>\$ 1,582,846</u>	<u>\$ 129,453</u>	<u>\$ 78,187</u>	<u>\$ 97,087</u>	<u>\$ 18,900</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Wastewater RCA Fees Fund			Golf Course Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Public charges for services	-	-	-	-	-	-
Public improvement revenues	-	-	-	-	-	-
Investment income	76,000	85,282	9,282	12,000	35,169	23,169
Miscellaneous revenues	-	-	-	240,000	365,851	125,851
Total Revenues	<u>76,000</u>	<u>85,282</u>	<u>9,282</u>	<u>252,000</u>	<u>401,020</u>	<u>149,020</u>
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Protection of persons and property	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	1,094	1,032	62
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,094</u>	<u>1,032</u>	<u>62</u>
Excess (deficiency) of revenues over expenditures	<u>76,000</u>	<u>85,282</u>	<u>9,282</u>	<u>250,906</u>	<u>399,988</u>	<u>149,082</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	(232,000)	(232,000)	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(232,000)</u>	<u>(232,000)</u>	<u>-</u>
Net Change in Fund Balances	76,000	85,282	9,282	18,906	167,988	149,082
FUND BALANCES -						
Beginning of Year	<u>1,912,946</u>	<u>1,912,946</u>	<u>-</u>	<u>542,608</u>	<u>542,608</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 1,988,946</u>	<u>\$ 1,998,228</u>	<u>\$ 9,282</u>	<u>\$ 561,514</u>	<u>\$ 710,596</u>	<u>\$ 149,082</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Fourth of July Fund			Concession Stand Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	7,000	7,000	-	-	-
Public charges for services	-	-	-	-	-	-
Public improvement revenues	-	-	-	-	-	-
Investment income	-	-	-	-	-	-
Miscellaneous revenues	113,000	125,097	12,097	14,000	19,073	5,073
Total Revenues	113,000	132,097	19,097	14,000	19,073	5,073
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Protection of persons and property	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	163,616	157,835	5,781	15,106	12,515	2,591
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	163,616	157,835	5,781	15,106	12,515	2,591
Excess (deficiency) of revenues over expenditures	(50,616)	(25,738)	24,878	(1,106)	6,558	7,664
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balances	(50,616)	(25,738)	24,878	(1,106)	6,558	7,664
FUND BALANCES -						
Beginning of Year	159,025	159,025	-	17,098	17,098	-
FUND BALANCES - END OF YEAR	\$ 108,409	\$ 133,287	\$ 24,878	\$ 15,992	\$ 23,656	\$ 7,664

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Park & Recreation Fund			Police Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	20,000	119,760	99,760
Public charges for services	-	-	-	-	-	-
Public improvement revenues	-	-	-	-	-	-
Investment income	-	-	-	2,000	3,924	1,924
Miscellaneous revenues	26,000	45,194	19,194	38,700	69,594	30,894
Total Revenues	26,000	45,194	19,194	60,700	193,278	132,578
EXPENDITURES						
Current						
General government	60	90	(30)	-	-	-
Protection of persons and property	-	-	-	54,000	100,322	(46,322)
Public works	-	-	-	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	12,000	20,769	(8,769)	-	-	-
Conservation and development	-	-	-	-	-	-
Capital Outlay	70,000	-	70,000	-	-	-
Total Expenditures	82,060	20,859	61,201	54,000	100,322	(46,322)
Excess (deficiency) of revenues over expenditures	(56,060)	24,335	80,395	6,700	92,956	86,256
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balances	(56,060)	24,335	80,395	6,700	92,956	86,256
FUND BALANCES -						
Beginning of Year	35,544	35,544	-	172,038	172,038	-
FUND BALANCES - END OF YEAR	\$ (20,516)	\$ 59,879	\$ 80,395	\$ 178,738	\$ 264,994	\$ 86,256

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Fire Fund			Mayor Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	7,500	8,804	1,304	-	-	-
Public charges for services	-	-	-	-	-	-
Public improvement revenues	-	-	-	-	-	-
Investment income	-	-	-	-	-	-
Miscellaneous revenues	7,000	19,102	12,102	-	-	-
Total Revenues	14,500	27,906	13,406	-	-	-
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Protection of persons and property	15,500	13,151	2,349	-	-	-
Public works	-	-	-	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	-	-	-
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	15,500	13,151	2,349	-	-	-
Excess (deficiency) of revenues over expenditures	(1,000)	14,755	15,755	-	-	-
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balances	(1,000)	14,755	15,755	-	-	-
FUND BALANCES -						
Beginning of Year	51,072	51,072	-	2,239	2,239	-
FUND BALANCES - END OF YEAR	\$ 50,072	\$ 65,827	\$ 15,755	\$ 2,239	\$ 2,239	\$ -

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Landscape Fund			Building Maintenance Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	117,053	117,054	1
Intergovernmental	-	-	-	-	-	-
Public charges for services	-	44,595	44,595	-	-	-
Public improvement revenues	-	-	-	-	-	-
Investment income	-	-	-	-	-	-
Miscellaneous revenues	-	-	-	-	-	-
Total Revenues	-	44,595	44,595	117,053	117,054	1
EXPENDITURES						
Current						
General government	-	-	-	30,000	-	30,000
Protection of persons and property	-	-	-	-	-	-
Public works	-	-	-	-	66,640	(66,640)
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	-	11,358	(11,358)
Conservation and development	40,000	174,605	(134,605)	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	40,000	174,605	(134,605)	30,000	77,998	(47,998)
Excess (deficiency) of revenues over expenditures	(40,000)	(130,010)	(90,010)	87,053	39,056	(47,997)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balances	(40,000)	(130,010)	(90,010)	87,053	39,056	(47,997)
FUND BALANCES -						
Beginning of Year	645,940	645,940	-	657,190	657,190	-
FUND BALANCES - END OF YEAR	\$ 605,940	\$ 515,930	\$ (90,010)	\$ 744,243	\$ 696,246	\$ (47,997)

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Technology Fund			Tourism Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	120,000	128,282	8,282
Intergovernmental	-	-	-	-	-	-
Public charges for services	-	-	-	-	-	-
Public improvement revenues	10,000	20,237	10,237	-	-	-
Investment income	-	-	-	-	-	-
Miscellaneous revenues	-	-	-	-	-	-
Total Revenues	10,000	20,237	10,237	120,000	128,282	8,282
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Protection of persons and property	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	-	-	-
Conservation and development	10,000	5,861	4,139	120,000	55,589	64,411
Capital Outlay	-	-	-	-	-	-
Total Expenditures	10,000	5,861	4,139	120,000	55,589	64,411
Excess (deficiency) of revenues over expenditures	-	14,376	14,376	-	72,693	72,693
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balances	-	14,376	14,376	-	72,693	72,693
FUND BALANCES -						
Beginning of Year	35,783	35,783	-	259,539	259,539	-
FUND BALANCES - END OF YEAR	\$ 35,783	\$ 50,159	\$ 14,376	\$ 259,539	\$ 332,232	\$ 72,693

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Tax Increment District Fund			Grant Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ 724,415	\$ 895,690	\$ 171,275	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	5,000	118,532	113,532
Public charges for services	-	-	-	-	-	-
Public improvement revenues	-	-	-	-	-	-
Investment income	-	108,034	108,034	-	-	-
Miscellaneous revenues	-	-	-	-	-	-
Total Revenues	<u>724,415</u>	<u>1,003,724</u>	<u>279,309</u>	<u>5,000</u>	<u>118,532</u>	<u>113,532</u>
EXPENDITURES						
Current						
General government	450	450	-	-	12,500	(12,500)
Protection of persons and property	-	-	-	5,000	82,480	(77,480)
Public works	-	127,654	(127,654)	-	-	-
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	-	-	-
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	505,577	(505,577)	-	-	-
Total Expenditures	<u>450</u>	<u>633,681</u>	<u>(633,231)</u>	<u>5,000</u>	<u>94,980</u>	<u>(89,980)</u>
Excess (deficiency) of revenues over expenditures	<u>723,965</u>	<u>370,043</u>	<u>(353,922)</u>	<u>-</u>	<u>23,552</u>	<u>23,552</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	(743,579)	(819,252)	(75,673)	-	-	-
Total Other Financing Sources (Uses)	<u>(743,579)</u>	<u>(819,252)</u>	<u>(75,673)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balances	(19,614)	(449,209)	(429,595)	-	23,552	23,552
FUND BALANCES -						
Beginning of Year	<u>2,172,732</u>	<u>2,172,732</u>	<u>-</u>	<u>1,107</u>	<u>1,107</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 2,153,118</u>	<u>\$ 1,723,523</u>	<u>\$ (429,595)</u>	<u>\$ 1,107</u>	<u>\$ 24,659</u>	<u>\$ 23,552</u>

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Special Revenue Funds					
	Library Fund			Garbage/Recycling Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Public charges for services	-	-	-	2,166,372	2,171,213	4,841
Public improvement revenues	-	-	-	-	-	-
Investment income	-	-	-	-	-	-
Miscellaneous revenues	13,000	42,801	29,801	-	-	-
Total Revenues	13,000	42,801	29,801	2,166,372	2,171,213	4,841
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Protection of persons and property	-	-	-	-	-	-
Public works	-	-	-	2,154,725	2,177,386	(22,661)
Library	13,000	46,627	(33,627)	-	-	-
Parks and recreation	-	-	-	-	-	-
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	13,000	46,627	(33,627)	2,154,725	2,177,386	(22,661)
Excess (deficiency) of revenues over expenditures	-	(3,826)	(3,826)	11,647	(6,173)	(17,820)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balances	-	(3,826)	(3,826)	11,647	(6,173)	(17,820)
FUND BALANCES -						
Beginning of Year	69,953	69,953	-	883,829	883,829	-
FUND BALANCES - END OF YEAR	\$ 69,953	\$ 66,127	\$ (3,826)	\$ 895,476	\$ 877,656	\$ (17,820)

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Capital Projects Funds					
	Equipment Fund			Equipment Replacement Fund		
	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Public charges for services	-	-	-	-	-	-
Public improvement revenues	-	25,798	25,798	-	-	-
Investment income	10,000	59,058	49,058	-	-	-
Miscellaneous revenues	-	191,439	191,439	-	2,968	2,968
Total Revenues	10,000	276,295	266,295	-	2,968	2,968
EXPENDITURES						
Current						
General government	-	4,250	(4,250)	55,000	33,834	21,166
Protection of persons and property	-	-	-	-	11,635	(11,635)
Public works	-	-	-	-	8,415	(8,415)
Library	-	-	-	-	-	-
Parks and recreation	-	-	-	-	42,330	(42,330)
Conservation and development	-	-	-	-	-	-
Capital Outlay	-	-	-	245,000	82,574	162,426
Total Expenditures	-	4,250	(4,250)	300,000	178,788	121,212
Excess (deficiency) of revenues over expenditures	10,000	272,045	262,045	(300,000)	(175,820)	124,180
OTHER FINANCING SOURCES (USES)						
Transfers in	-	410,309	410,309	300,000	240,000	(60,000)
Transfers out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	410,309	410,309	300,000	240,000	(60,000)
Net Change in Fund Balances	10,000	682,354	672,354	-	64,180	64,180
FUND BALANCES -						
Beginning of Year	925,412	925,412	-	439,309	439,309	-
FUND BALANCES - END OF YEAR	\$ 935,412	\$ 1,607,766	\$ 672,354	\$ 439,309	\$ 503,489	\$ 64,180

CITY OF NEW BERLIN

NONMAJOR GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2024

	Total			Variance with
	Original Budgeted Amounts	Final Budgeted Amounts	Actual	Final Budget Positive (Negative)
REVENUES				
Property taxes	\$ 724,415	\$ 724,415	\$ 895,690	\$ 171,275
Room taxes	237,053	237,053	245,336	8,283
Intergovernmental	32,500	32,500	254,096	221,596
Public charges for services	2,166,372	2,166,372	2,215,808	49,436
Public improvement revenues	32,000	32,000	204,891	172,891
Investment income	152,600	152,600	365,564	212,964
Miscellaneous revenues	451,700	451,700	881,119	429,419
Total Revenues	<u>3,796,640</u>	<u>3,796,640</u>	<u>5,062,504</u>	<u>1,265,864</u>
EXPENDITURES				
Current				
General government	85,510	85,510	51,124	34,386
Protection of persons and property	74,500	74,500	207,588	(133,088)
Public works	2,154,725	2,154,725	2,380,095	(225,370)
Library	13,000	13,000	46,627	(33,627)
Parks and recreation	191,816	191,816	245,839	(54,023)
Conservation and development	170,000	170,000	236,055	(66,055)
Capital Outlay	315,000	315,000	588,151	(273,151)
Total Expenditures	<u>3,004,551</u>	<u>3,004,551</u>	<u>3,755,479</u>	<u>(750,928)</u>
Excess (deficiency) of revenues over expenditures	<u>792,089</u>	<u>792,089</u>	<u>1,307,025</u>	<u>514,936</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	300,000	300,000	650,309	350,309
Transfers out	(975,579)	(975,579)	(1,061,252)	(85,673)
Total Other Financing Sources (Uses)	<u>(675,579)</u>	<u>(410,943)</u>	<u>(410,943)</u>	<u>264,636</u>
Net Change in Fund Balances	116,510	872,530	896,082	779,572
FUND BALANCES -				
Beginning of Year	<u>10,440,344</u>	<u>10,440,344</u>	<u>10,440,344</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 10,556,854</u>	<u>\$ 11,312,874</u>	<u>\$ 11,336,426</u>	<u>\$ 779,572</u>

CITY OF NEW BERLIN

GENERAL FUND DETAILED SCHEDULE OF REVENUES - BUDGET AND ACTUAL For the Year Ended December 31, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
TAXES				
General property taxes	23,421,674	23,421,674	\$ 23,421,674	\$ -
Payment in lieu of taxes	17,500	17,500	18,593	1,093
Agriculture Use Conversion	-	-	14,411	14,411
Interest and penalties on taxes	70,000	70,000	74,998	4,998
TOTAL TAXES	23,509,174	23,509,174	23,529,676	20,502
INTERGOVERNMENTAL				
State shared revenues				
Per capita	1,517,603	1,517,603	1,517,603	-
Special utility	168,325	168,325	186,853	18,528
Exempt computer aid	150,089	150,089	150,089	-
Video Service Provider	117,681	117,681	117,681	-
Personal Property Tax	365,004	365,004	365,004	-
Medical care transport	110,000	110,000	30,668	(79,332)
Fire Insurance - dues distribution	282,038	282,038	315,920	33,882
Federal grants	1,370,429	1,370,429	1,245,045	(125,384)
State grants	-	-	2,882	2,882
State grants - transportation aids	2,145,500	2,145,500	2,162,374	16,874
Local grants	20,343	20,343	23,453	3,110
New Berlin School District	277,843	277,843	277,843	-
TOTAL INTERGOVERNMENTAL	6,524,855	6,524,855	6,395,415	(129,440)
LICENSES AND PERMITS				
Licenses				
Beer and liquor	39,600	39,600	41,188	1,588
Bartenders	13,550	13,550	16,075	2,525
Sealer of weights	8,125	8,125	4,425	(3,700)
Sundry	25,525	25,525	30,771	5,246
Permits				
Building	381,000	381,000	453,137	72,137
Electrical	127,000	127,000	186,234	59,234
Plumbing	100,000	100,000	110,782	10,782
Well	39,000	39,000	30,480	(8,520)

CITY OF NEW BERLIN

GENERAL FUND DETAILED SCHEDULE OF REVENUES - BUDGET AND ACTUAL (cont.) For the Year Ended December 31, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
LICENSES AND PERMITS (cont.)				
Permits (cont.)				
Sign	4,450	4,450	\$ 11,124	\$ 6,674
Fire Department	30,000	30,000	23,350	(6,650)
Sundry	100,000	100,000	121,998	21,998
Cable television fees	475,000	475,000	442,063	(32,937)
TOTAL LICENSES AND PERMITS	1,343,250	1,343,250	1,471,627	128,377
FINES, FORFEITURES AND PENALTIES				
Court fines	330,000	330,000	392,635	62,635
PUBLIC CHARGES FOR SERVICES				
General government				
Special assessment written reports	7,500	7,500	11,460	3,960
Workers' compensation dividend	20,000	20,000	45,224	25,224
Wage Reimbursement - Workers comp			6,862	6,862
CVMIC dividend	29,432	29,432	24,982	(4,450)
Health and social service				
Dog licenses	-	-	4,733	4,733
Dog license refund	3,105	3,105	3,069	(36)
Cat licenses	700	700	1,122	422
Protection of persons and property				
Miscellaneous police revenue	40,000	40,000	155,473	115,473
Fire Department fees	133,823	133,823	133,852	29
Engine response fee	9,000	9,000	13,238	4,238
Interfacility Transport	5,000	5,000	-	(5,000)
Ambulance fees	1,400,000	1,400,000	1,385,620	(14,380)
Public works				
Highway Department labor charges	25,000	25,000	17,618	(7,382)
Engineering services fees	26,550	26,550	42,650	16,100
Curb and ditch	1,500	1,500	3,500	2,000
Erosion Control Fee	5,000	5,000	13,720	8,720
Leisure activities				
Park and recreation	883,170	883,170	730,701	(152,469)

CITY OF NEW BERLIN

GENERAL FUND DETAILED SCHEDULE OF REVENUES - BUDGET AND ACTUAL (cont.) For the Year Ended December 31, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
PUBLIC CHARGES FOR SERVICES (cont.)				
Library Fees	\$ 63,000	\$ 63,000	\$ 69,944	\$ 6,944
Planning Commission	56,300	56,300	34,546	(21,754)
Planning Service fees	36,000	36,000	18,198	(17,802)
Filing Fee	8,750	8,750	9,600	850
Board of Appeals	800	800	1,800	1,000
TOTAL PUBLIC CHARGES FOR SERVICES	<u>2,754,630</u>	<u>2,754,630</u>	<u>2,727,912</u>	<u>(26,718)</u>
INTERDEPARTMENTAL				
Administrative charges -				
Garbage/Recycling Fund	144,725	144,725	144,725	-
Tourism Fund	1,000	1,000	1,283	283
Water, Wastewater, Water Resource Utilities	<u>494,374</u>	<u>494,374</u>	<u>426,144</u>	<u>(68,230)</u>
TOTAL INTERDEPARTMENTAL	<u>640,099</u>	<u>640,099</u>	<u>572,152</u>	<u>(67,947)</u>
INVESTMENT INCOME				
Interest Income	1,000,000	1,000,000	2,376,094	1,376,094
Unrealized gain (loss)	<u>-</u>	<u>-</u>	<u>172,592</u>	<u>172,592</u>
TOTAL INVESTMENT INCOME	<u>1,000,000</u>	<u>1,000,000</u>	<u>2,548,686</u>	<u>1,548,686</u>
MISCELLANEOUS REVENUES				
Tower rental	168,846	168,846	189,724	20,878
Miscellaneous	<u>64,000</u>	<u>64,000</u>	<u>87,839</u>	<u>23,839</u>
TOTAL MISCELLANEOUS REVENUES	<u>232,846</u>	<u>232,846</u>	<u>277,563</u>	<u>44,717</u>
TOTAL REVENUES	<u>\$ 36,334,854</u>	<u>\$ 36,334,854</u>	<u>\$ 37,915,666</u>	<u>\$ 1,580,812</u>

CITY OF NEW BERLIN

GENERAL FUND DETAILED SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (NON - GAAP) For the Year Ended December 31, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
GENERAL GOVERNMENT				
Mayor's office	\$ 249,729	\$ 249,729	\$ 253,652	\$ (3,923)
Common Council	90,299	90,299	90,289	10
Customer Service Committee	1,500	1,500	1,349	151
Human Resources	716,641	741,477	659,492	81,985
Finance	594,037	594,037	570,074	23,963
Assessor	528,995	528,995	509,840	19,155
City Attorney	303,300	303,300	296,924	6,376
Municipal Court	216,590	216,590	214,891	1,699
Crime prevention	9,386	9,386	9,385	1
Engineering	550,736	550,736	451,398	99,338
Facilities Management	1,888,055	1,888,055	1,789,639	98,416
Insurance	698,799	698,799	824,166	(125,367)
City Clerk	740,003	740,003	726,479	13,524
Information Technology	1,719,372	1,719,372	1,591,596	127,776
TOTAL GENERAL GOVERNMENT	8,307,442	8,332,278	7,989,174	343,104
PROTECTION OF PERSONS AND PROPERTY				
Police and Fire Commission	12,000	12,000	22,345	(10,345)
Police Department	11,862,246	11,862,246	11,464,573	397,673
Fire Department	7,542,256	7,542,256	6,967,516	574,740
Emergency government	108,077	108,077	109,211	(1,134)
Hydrant rental	705,893	705,893	964,674	(258,781)
Inspection Department	642,031	642,031	665,627	(23,596)
Sealer of weights and measures	7,200	7,200	8,250	(1,050)
Landmarks	2,000	2,000	40	1,960
TOTAL PROTECTION OF PERSONS AND PROPERTY	20,881,703	20,881,703	20,202,236	679,467
PUBLIC WORKS	3,907,335	3,907,335	3,836,610	70,725

CITY OF NEW BERLIN

GENERAL FUND DETAILED SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (NON - GAAP) (cont.) For the Year Ended December 31, 2024

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
LIBRARY	<u>\$ 1,757,642</u>	<u>\$ 1,757,642</u>	<u>\$ 1,829,329</u>	<u>\$ (71,687)</u>
PARKS AND RECREATION				
Parks	1,044,081	1,044,081	1,002,209	41,872
Recreation	984,141	984,141	1,084,551	(100,410)
Athletic	20,300	20,300	30,232	(9,932)
4th of July	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>-</u>
TOTAL PARKS AND RECREATION	<u>2,063,522</u>	<u>2,063,522</u>	<u>2,131,992</u>	<u>(68,470)</u>
CONSERVATION AND DEVELOPMENT				
Community Development	406,868	406,868	411,865	(4,997)
Planning	<u>350,342</u>	<u>350,342</u>	<u>325,072</u>	<u>25,270</u>
TOTAL CONSERVATION AND DEVELOPMENT	<u>757,210</u>	<u>757,210</u>	<u>736,937</u>	<u>20,273</u>
CONTINGENCY	<u>300,000</u>	<u>275,164</u>	<u>-</u>	<u>275,164</u>
TOTAL EXPENDITURES	<u>\$ 37,974,854</u>	<u>\$ 37,974,854</u>	<u>\$ 36,726,278</u>	<u>\$ 1,248,576</u>

CITY OF NEW BERLIN

DEBT SERVICE FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL GENERAL DEBT SERVICE FUND For the Year Ended December 31, 2024

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES			
Taxes	\$ 10,508,850	\$ 10,508,850	\$ -
Interest Income	-	5,050	5,050
Room taxes	-	117,053	117,053
Total Revenues	<u>10,508,850</u>	<u>10,630,953</u>	<u>122,103</u>
EXPENDITURES			
Debt Service			
Principal retirement	9,025,000	9,025,000	-
Interest and fiscal charges	<u>3,154,361</u>	<u>3,197,510</u>	<u>(43,149)</u>
Total Expenditures	<u>12,179,361</u>	<u>12,222,510</u>	<u>(43,149)</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(1,670,511)</u>	<u>(1,591,557)</u>	<u>78,954</u>
OTHER FINANCING SOURCES			
Premium on bond issued	-	748,936	748,936
Transfers in	<u>1,049,319</u>	<u>926,252</u>	<u>(123,067)</u>
Total Other Financing Sources	<u>1,049,319</u>	<u>1,675,188</u>	<u>625,869</u>
Net Change in Fund Balances	(621,192)	83,631	<u>\$ 704,823</u>
FUND BALANCES - Beginning of Year	<u>1,467,472</u>	<u>1,467,472</u>	
FUND BALANCES - END OF YEAR	<u>\$ 846,280</u>	<u>\$ 1,551,103</u>	

CITY OF NEW BERLIN

CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS SCHEDULE BY FUNCTION AND ACTIVITY As of December 31, 2024

Function and Activity	Land	Land Improvements	Buildings	Machinery and Equipment	Infrastructure	Intangibles	Total
General Government							
Clerk	\$ -	\$ -	\$ -	\$ 299,713	\$ -	\$ -	\$ 299,713
Information services	-	-	-	2,084,995	-	1,367,008	3,452,003
Building maintenance	280,000	-	3,095,217	2,723,710	-	-	6,098,927
Other - unclassified	136,050	9,878	-	742,770	-	-	888,698
Total General Government	416,050	9,878	3,095,217	5,851,188	-	1,367,008	10,739,341
Protection of Persons and Property							
Police	-	12,304	7,295,204	4,848,395	-	440,743	12,596,646
Fire	237,168	100,919	4,702,996	7,193,919	-	-	12,235,002
Emergency government	-	-	-	439,861	-	-	439,861
Total Public Safety	237,168	113,223	11,998,200	12,482,175	-	440,743	25,271,509
Highway and Transportation							
Maintenance	-	-	5,859,997	8,787,856	-	-	14,647,853
Sidewalks/Bikepaths	-	-	-	-	4,064,831	-	4,064,831
Street system	9,565,553	-	-	1,009,897	115,388,000	-	125,963,450
Total Streets	9,565,553	-	5,859,997	9,797,753	119,452,831	-	144,676,134
Library	849,336	5,193	8,936,592	3,253,068	-	-	13,044,189
Parks and Recreation	7,198,165	6,243,716	27,764,252	5,007,097	-	30,000	46,243,230
Total Governmental Funds Capital Assets	\$ 18,266,272	\$ 6,372,010	\$ 57,654,258	\$ 36,391,281	\$ 119,452,831	\$ 1,837,751	\$ 239,974,403

CITY OF NEW BERLIN

CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS SCHEDULE OF CHANGES BY FUNCTION AND ACTIVITY As of December 31, 2024

Function and Activity	Governmental Funds Capital Assets January 1, 2024	Additions	Deductions	Governmental Funds Capital Assets December 31, 2024
General Government				
Clerk	\$ 305,790	\$ -	\$ 6,077	\$ 299,713
Information services	3,452,003	-	-	3,452,003
Building maintenance	6,063,659	65,561	30,293	6,098,927
Other - unclassified	416,495	472,203	-	888,698
Total General Government	<u>10,237,947</u>	<u>537,764</u>	<u>36,370</u>	<u>10,739,341</u>
Protection of Persons and Property				
Police	12,409,542	312,435	125,331	12,596,646
Fire	12,545,321	232,489	542,808	12,235,002
Emergency government	448,189	24,676	33,004	439,861
Total Public Safety	<u>25,403,052</u>	<u>569,600</u>	<u>701,143</u>	<u>25,271,509</u>
Highway and Transportation				
Maintenance	14,561,074	287,954	201,175	14,647,853
Sidewalks/Bikepaths	4,064,831	-	-	4,064,831
Street system	124,737,945	1,225,505	-	125,963,450
Total Streets	<u>143,363,850</u>	<u>1,513,459</u>	<u>201,175</u>	<u>144,676,134</u>
Library	<u>12,885,758</u>	<u>278,046</u>	<u>119,615</u>	<u>13,044,189</u>
Parks and Recreation	<u>30,477,874</u>	<u>16,141,482</u>	<u>376,126</u>	<u>46,243,230</u>
Total Governmental Funds Capital Assets	<u>\$ 222,368,481</u>	<u>\$ 19,040,351</u>	<u>\$ 1,434,429</u>	<u>\$ 239,974,403</u>

STATISTICAL SECTION

Table 1
City of New Berlin
Net Position by Component
Last Ten Years
(amounts expressed in thousands)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Governmental Activities										
Net investment in capital assets*	\$ 33,153	\$ 31,315	\$ 31,448	\$ 32,615	\$ 32,403	\$ 33,608	\$ 33,914	\$ 22,268	\$ 31,403	\$ 32,036
Restricted	9,571	7,185	7,763	11,021	7,516	11,808	16,090	32,947	10,023	10,975
Unrestricted	<u>8,464</u>	<u>10,688</u>	<u>7,761</u>	<u>4,393</u>	<u>7,463</u>	<u>(69)</u>	<u>(1,549)</u>	<u>(2,235)</u>	<u>10,953</u>	<u>14,065</u>
Total governmental activities net position	<u>\$ 51,188</u>	<u>\$ 49,188</u>	<u>\$ 46,972</u>	<u>\$ 48,029</u>	<u>\$ 47,382</u>	<u>\$ 45,347</u>	<u>\$ 48,455</u>	<u>\$ 52,980</u>	<u>\$ 52,379</u>	<u>\$ 57,076</u>
Business-type activities										
Net investment in capital assets*	\$ 98,177	\$ 98,771	\$ 100,030	\$ 103,541	\$ 104,711	\$ 103,011	\$ 103,273	\$ 105,090	\$ 114,224	\$ 113,494
Restricted	889	713	720	833	588	655	885	1,025	559	359
Unrestricted	<u>28,003</u>	<u>30,535</u>	<u>31,976</u>	<u>31,113</u>	<u>32,910</u>	<u>36,506</u>	<u>38,915</u>	<u>38,666</u>	<u>35,624</u>	<u>39,614</u>
Total business-type activities net position	<u>\$ 127,069</u>	<u>\$ 130,019</u>	<u>\$ 132,726</u>	<u>\$ 135,487</u>	<u>\$ 138,209</u>	<u>\$ 140,172</u>	<u>\$ 143,073</u>	<u>\$ 144,781</u>	<u>\$ 150,407</u>	<u>\$ 153,467</u>
Primary government										
Net investment in capital assets*	\$ 131,330	\$ 130,086	\$ 131,478	\$ 136,156	\$ 137,114	\$ 136,619	\$ 137,187	\$ 127,358	\$ 145,627	\$ 145,530
Restricted	10,460	7,898	8,483	11,854	8,104	12,463	16,975	33,972	10,582	11,334
Unrestricted	<u>36,467</u>	<u>41,223</u>	<u>39,737</u>	<u>35,506</u>	<u>40,373</u>	<u>36,437</u>	<u>37,366</u>	<u>36,431</u>	<u>46,577</u>	<u>53,679</u>
Total primary government net position	<u>\$ 178,257</u>	<u>\$ 179,207</u>	<u>\$ 179,698</u>	<u>\$ 183,516</u>	<u>\$ 185,591</u>	<u>\$ 185,519</u>	<u>\$ 191,528</u>	<u>\$ 197,761</u>	<u>\$ 202,786</u>	<u>\$ 210,543</u>

*Net of related debt

Table 2
City of New Berlin
Changes in Net Position
Last Ten Years
(amounts expressed in thousands)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Expenses										
Governmental activities:										
General government	\$ 6,356	\$ 6,635	\$ 6,736	\$ 6,415	\$ 6,636	\$ 8,454	\$ 5,587	\$ 6,944	\$ 7,403	\$ 9,275
Protection of persons and property	14,838	15,975	17,457	17,126	18,403	18,008	16,667	16,519	23,472	20,649
Highway and transportation	11,145	10,190	9,309	8,873	9,249	9,947	9,681	10,523	10,642	10,808
Library	1,466	1,629	1,706	1,715	1,720	1,818	1,672	1,658	1,875	1,986
Parks and recreation	1,799	1,897	2,074	1,932	2,233	1,978	2,097	2,693	3,053	3,838
Conservation and development	744	799	820	801	824	1,010	666	816	1,035	943
Interest and fiscal charges	<u>946</u>	<u>922</u>	<u>937</u>	<u>980</u>	<u>1,092</u>	<u>1,080</u>	<u>1,222</u>	<u>1,475</u>	<u>2,356</u>	<u>2,576</u>
Total governmental activities expenses	<u>37,294</u>	<u>38,047</u>	<u>39,039</u>	<u>37,842</u>	<u>40,157</u>	<u>42,295</u>	<u>37,592</u>	<u>40,628</u>	<u>49,836</u>	<u>50,075</u>
Business type activities:										
Water	4,673	4,171	4,240	4,486	4,334	4,391	4,507	4,435	4,878	4,831
Wastewater	10,384	10,157	10,340	11,804	10,615	10,116	10,115	10,630	12,304	10,750
Stormwater	<u>1,352</u>	<u>1,787</u>	<u>1,507</u>	<u>1,597</u>	<u>1,536</u>	<u>1,470</u>	<u>1,571</u>	<u>1,591</u>	<u>1,748</u>	<u>1,494</u>
Total business type activities expenses:	<u>16,409</u>	<u>16,115</u>	<u>16,087</u>	<u>17,887</u>	<u>16,485</u>	<u>15,977</u>	<u>16,193</u>	<u>16,656</u>	<u>18,930</u>	<u>17,075</u>
Total primary government expenses	<u>\$ 53,703</u>	<u>\$ 54,162</u>	<u>\$ 55,126</u>	<u>\$ 55,729</u>	<u>\$ 56,642</u>	<u>\$ 58,272</u>	<u>\$ 53,785</u>	<u>\$ 57,284</u>	<u>\$ 68,766</u>	<u>\$ 67,150</u>
Program Revenues										
Governmental activities:										
Charges for services:										
General government	\$ 996	\$ 957	\$ 932	\$ 989	\$ 1,031	\$ 878	\$ 926	\$ 864	\$ 1,003	\$ 960
Protection of persons and property	2,263	2,480	2,809	3,065	2,791	2,787	2,773	2,673	2,601	3,018
Highway and transportation	1,644	2,163	1,925	2,255	2,235	2,246	2,427	2,291	2,431	2,751
Library	77	95	92	114	113	67	90	98	116	113
Parks and recreation	841	823	705	622	680	369	805	828	1,080	1,248
Conservation and development	122	120	139	107	113	88	124	91	137	96
Operating grants and contributions	2,537	2,769	2,736	2,938	3,114	4,027	3,309	4,756	5,194	4,750
Capital grants and contributions	<u>307</u>	<u>650</u>	<u>330</u>	<u>1,175</u>	<u>817</u>	<u>59</u>	<u>408</u>	<u>636</u>	<u>1,072</u>	<u>383</u>
Total governmental activities program revenues	<u>8,787</u>	<u>10,057</u>	<u>9,668</u>	<u>11,265</u>	<u>10,894</u>	<u>10,521</u>	<u>10,862</u>	<u>12,237</u>	<u>13,634</u>	<u>13,319</u>

Business type activities:

Charges for services:

Water	5,273	5,327	5,188	5,269	5,179	5,328	5,445	5,312	5,419	6,372
Wastewater	10,400	10,395	10,311	11,031	11,138	11,119	11,256	11,226	11,384	11,070
Stormwater	1,709	1,726	1,743	1,746	1,748	1,742	1,767	1,780	1,791	1,804
Operating grants and contributions	238	293	-	765	176	286	83	-	1,787	65
Capital grants and contributions	<u>272</u>	<u>291</u>	<u>2,146</u>	<u>1,206</u>	<u>450</u>	<u>7</u>	<u>479</u>	<u>231</u>	<u>559</u>	<u>-</u>
Total business-type activities program revenues	<u>17,892</u>	<u>18,032</u>	<u>19,388</u>	<u>20,017</u>	<u>18,691</u>	<u>18,482</u>	<u>19,030</u>	<u>18,549</u>	<u>20,940</u>	<u>19,311</u>
Total primary government program revenues	<u>\$ 26,679</u>	<u>\$ 28,089</u>	<u>\$ 29,056</u>	<u>\$ 31,282</u>	<u>\$ 29,585</u>	<u>\$ 29,003</u>	<u>\$ 29,892</u>	<u>\$ 30,786</u>	<u>\$ 34,574</u>	<u>\$ 32,630</u>

Net (Expense)/Revenue

Governmental activities	\$ (28,507)	\$ (27,990)	\$ (29,371)	\$ (26,577)	\$ (29,263)	\$ (31,774)	\$ (26,730)	\$ (28,391)	\$ (36,202)	\$ (36,756)
Business type activities	<u>1,483</u>	<u>1,917</u>	<u>3,301</u>	<u>2,130</u>	<u>2,206</u>	<u>2,505</u>	<u>2,837</u>	<u>1,893</u>	<u>2,010</u>	<u>2,236</u>
Total primary government net expense	<u>\$ (27,024)</u>	<u>\$ (26,073)</u>	<u>\$ (26,070)</u>	<u>\$ (24,447)</u>	<u>\$ (27,057)</u>	<u>\$ (29,269)</u>	<u>\$ (23,893)</u>	<u>\$ (26,498)</u>	<u>\$ (34,192)</u>	<u>\$ (34,520)</u>

General Revenues and Other Changes in Net Position

Governmental activities:

Taxes

Property taxes	\$ 24,681	\$ 24,968	\$ 25,251	\$ 25,550	\$ 25,675	\$ 26,592	\$ 28,304	\$ 30,400	\$ 33,130	\$ 34,088
Other taxes	414	443	435	361	395	493	319	343	460	1,238
Intergovernmental revenues	1,020	1,026	1,221	897	1,200	1,402	1,178	1,216	1,054	2,161
Investment earnings (loss)	108	206	386	843	1,218	405	(42)	254	2,850	3,182
Miscellaneous	117	134	105	135	106	81	111	141	113	118
Transfers	<u>582</u>	<u>(787)</u>	<u>783</u>	<u>(153)</u>	<u>23</u>	<u>766</u>	<u>(32)</u>	<u>562</u>	<u>(2,005)</u>	<u>666</u>
Total Governmental activities	<u>26,922</u>	<u>25,990</u>	<u>28,181</u>	<u>27,633</u>	<u>28,617</u>	<u>29,739</u>	<u>29,838</u>	<u>32,916</u>	<u>35,602</u>	<u>41,453</u>

Business type activities:

Investment earnings	232	246	281	478	538	224	32	297	1,593	1,490
Miscellaneous	-	-	-	-	-	-	-	79	17	-
Transfers	<u>(582)</u>	<u>787</u>	<u>(783)</u>	<u>153</u>	<u>(23)</u>	<u>(766)</u>	<u>32</u>	<u>(562)</u>	<u>2,005</u>	<u>(666)</u>
Total business-type activities	<u>(350)</u>	<u>1,033</u>	<u>(502)</u>	<u>631</u>	<u>515</u>	<u>(542)</u>	<u>64</u>	<u>(186)</u>	<u>3,615</u>	<u>824</u>
Total primary government	<u>\$ 26,572</u>	<u>\$ 27,023</u>	<u>\$ 27,679</u>	<u>\$ 28,264</u>	<u>\$ 29,132</u>	<u>\$ 29,197</u>	<u>\$ 29,902</u>	<u>\$ 32,730</u>	<u>\$ 39,217</u>	<u>\$ 42,277</u>

Change in Net Position

Governmental activities	\$ (1,585)	\$ (2,000)	\$ (1,190)	\$ 1,056	\$ (646)	\$ (2,035)	\$ 3,108	\$ 4,525	\$ (600)	\$ 4,697
Business type activities	<u>1,133</u>	<u>2,950</u>	<u>2,799</u>	<u>2,761</u>	<u>2,721</u>	<u>1,963</u>	<u>2,901</u>	<u>1,707</u>	<u>5,625</u>	<u>3,060</u>
Total primary government	<u>\$ (452)</u>	<u>\$ 950</u>	<u>\$ 1,609</u>	<u>\$ 3,817</u>	<u>\$ 2,075</u>	<u>\$ (72)</u>	<u>\$ 6,009</u>	<u>\$ 6,232</u>	<u>\$ 5,025</u>	<u>\$ 7,757</u>

Table 3
City of New Berlin
Fund Balances, Governmental Funds,
Last Ten Years
(amounts expressed in thousands)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
General Fund										
Nonspendable	\$ 50	\$ 117	\$ 67	\$ 343	\$ 306	\$ 59	\$ 677	\$ 479	\$ 175	\$ 219
Assigned	956	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,500
Unassigned	<u>7,797</u>	<u>8,196</u>	<u>8,476</u>	<u>8,724</u>	<u>8,820</u>	<u>9,070</u>	<u>7,635</u>	<u>7,927</u>	<u>10,923</u>	<u>12,140</u>
Total general fund	<u>\$ 8,803</u>	<u>\$ 9,313</u>	<u>\$ 9,543</u>	<u>\$ 10,067</u>	<u>\$ 10,126</u>	<u>\$ 10,129</u>	<u>\$ 9,312</u>	<u>\$ 9,406</u>	<u>\$ 12,098</u>	<u>\$ 13,859</u>
All Other Governmental Funds										
Restricted	\$ 10,471	\$ 11,250	\$ 13,314	\$ 14,624	\$ 15,469	\$ 13,033	\$ 15,956	\$ 38,350	\$ 15,790	\$ 22,212
Committed	1,956	1,553	1,007	978	801	762	782	875	1,241	1,300
Assigned	382	313	337	340	486	604	233	352	1,439	503
Unassigned	<u>-</u>	<u>-</u>	<u>(8)</u>	<u>-</u>	<u>(40)</u>	<u>(10)</u>	<u>-</u>	<u>(538)</u>	<u>-</u>	<u>-</u>
Total all other governmental funds	<u>\$ 12,809</u>	<u>\$ 13,116</u>	<u>\$ 14,650</u>	<u>\$ 15,942</u>	<u>\$ 16,716</u>	<u>\$ 14,389</u>	<u>\$ 16,971</u>	<u>\$ 39,039</u>	<u>\$ 18,470</u>	<u>\$ 24,015</u>

Table 4
City of New Berlin
Changes in Fund Balances, Governmental Funds,
Last Ten Years
(amounts expressed in thousands)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
REVENUES										
Taxes	\$ 25,095	\$25,411	\$25,686	\$25,912	\$26,071	\$ 27,084	\$ 28,623	\$ 30,743	\$ 33,590	\$ 35,498
Intergovernmental	3,248	3,462	3,620	3,480	3,779	4,913	4,137	5,975	6,229	6,650
Licenses and permits	1,454	1,338	1,353	1,621	1,459	1,386	1,276	1,449	1,131	1,471
Fines and penalties	361	453	384	348	309	286	327	304	337	393
Charges for services	3,497	4,225	4,471	4,534	4,504	4,024	4,190	3,996	4,641	4,899
Public improvement revenues	101	26	340	260	66	69	39	92	93	205
Special assessments	1	1	1	1	-	-	-	-	-	-
Interdepartmental revenues	330	402	149	461	414	397	572	560	677	572
Investment income (loss)	108	206	386	843	1,218	406	(42)	266	2,850	3,182
Miscellaneous revenues	719	873	949	722	892	570	1,740	903	1,155	1,159
Total Revenues	<u>34,914</u>	<u>36,397</u>	<u>37,339</u>	<u>38,182</u>	<u>38,712</u>	<u>39,135</u>	<u>40,862</u>	<u>44,288</u>	<u>50,703</u>	<u>54,029</u>
EXPENDITURES										
General government	5,920	6,058	6,037	6,047	6,236	5,954	6,323	7,056	7,349	8,049
Protection of persons and property	14,239	14,617	15,631	16,030	16,565	16,994	17,931	17,944	19,137	20,474
Public Works	4,200	4,477	4,337	4,620	4,899	4,723	5,563	5,648	5,937	6,184
Library	1,373	1,424	1,498	1,553	1,519	1,623	1,537	1,561	1,771	1,913
Parks and recreation	1,400	1,445	1,467	1,391	1,609	1,293	1,515	1,858	2,071	2,378
Conservation and development	725	775	758	780	727	768	726	842	801	973
Capital outlay	7,050	8,353	7,851	8,098	8,119	12,942	18,607	14,958	28,468	9,816
Debt service										
Principal retirement	6,060	5,930	5,975	5,950	5,890	6,755	22,780	7,125	21,580	9,025
Interest and fiscal charges	1,226	1,204	1,185	1,205	1,302	1,292	1,371	2,177	2,890	3,355
Total Expenditures	<u>42,193</u>	<u>44,283</u>	<u>44,739</u>	<u>45,674</u>	<u>46,866</u>	<u>52,344</u>	<u>76,353</u>	<u>59,169</u>	<u>90,004</u>	<u>62,167</u>

Excess of revenues over (under) expenditures	<u>(7,279)</u>	<u>(7,886)</u>	<u>(7,400)</u>	<u>(7,492)</u>	<u>(8,154)</u>	<u>(13,209)</u>	<u>(35,491)</u>	<u>(14,881)</u>	<u>(39,301)</u>	<u>(8,138)</u>
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**OTHER FINANCING
SOURCES (USES)**

Proceeds from long-term debt	8,230	7,735	8,215	9,060	8,095	9,815	20,805	21,795	19,300	13,950
Refunding debt issued	-	-	-		-	-	13,170	13,865	-	-
Premium on bond issue	244	167	161	164	102	195	2,228	698	1,353	749
Capital lease	72	-	63		-	110	343	-	106	37
Transfers in	1,534	1,393	1,477	1,515	1,410	1,508	1,673	1,531	1,450	2,420
Transfers out	<u>(694)</u>	<u>(592)</u>	<u>(752)</u>	<u>(1,432)</u>	<u>(619)</u>	<u>(742)</u>	<u>(963)</u>	<u>(846)</u>	<u>(785)</u>	<u>(1,712)</u>
Total other financing sources (uses)	<u>9,386</u>	<u>8,703</u>	<u>9,164</u>	<u>9,307</u>	<u>8,988</u>	<u>10,886</u>	<u>37,256</u>	<u>37,043</u>	<u>21,424</u>	<u>15,444</u>

Net change in fund balances	<u>\$ 2,107</u>	<u>\$ 817</u>	<u>\$ 1,764</u>	<u>\$ 1,815</u>	<u>\$ 834</u>	<u>\$ (2,323)</u>	<u>\$ 1,765</u>	<u>\$ 22,162</u>	<u>\$ (17,877)</u>	<u>\$ 7,306</u>
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Debt service as a percentage of noncapital expenditures	20.7%	19.9%	19.4%	19.0%	18.6%	20.4%	41.8%	21.0%	39.8%	23.6%
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Table 5
City of New Berlin
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Years

(amounts expressed in thousands)

Year	Residential Property	Commercial Property	Manufacturing Property	Other Property	Personal Property	Total Taxable Assessed Value	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value	Total Direct Tax Rate
2015	\$ 3,359,201	\$ 1,047,565	\$ 197,897	\$ 15,346	\$ 144,184	\$ 4,764,193	\$ 4,808,728	99.07%	\$ 5.2408
2016	3,375,849	1,065,173	205,622	15,131	159,107	4,820,882	4,957,311	97.16%	5.2378
2017	3,399,510	1,087,933	196,725	14,940	154,307	4,853,415	5,186,500	93.58%	5.2644
2018	3,812,419	1,146,847	207,896	16,000	102,149	5,285,311	5,408,748	97.72%	4.8579
2019	3,856,282	1,163,578	201,424	16,272	94,213	5,331,769	5,714,406	93.30%	4.9990
2020	3,903,183	1,159,170	212,481	15,497	100,294	5,390,625	5,849,284	92.21%	5.1810
2021	3,942,882	1,176,737	199,345	15,792	83,521	5,418,277	6,270,870	86.36%	5.5232
2022	3,975,858	1,211,968	184,278	14,955	85,684	5,472,743	7,105,119	77.02%	5.9713
2023	4,004,827	1,222,904	178,347	14,861	78,303	5,499,242	7,871,954	69.62%	6.2584
2024	5,570,354	1,533,785	268,667	13,100	-	7,385,906	8,046,559	91.79%	4.9779

Source: New Berlin City Assessors Office

Note: State law requires average assessment ratios to be within 10% of market value once every 4 years. Additionally, state statutes require each taxation district to assess property at full value at least once in every 5 year period. The City Assessor's office has formulated a policy of conducting revaluations on a biennial basis.

Estimated actual value is calculated by dividing assessed value by those percentages. Tax rates are per \$1,000 of assessed value.

Personal Property taxes were eliminated by the State in 2024.

Table 6
City of New Berlin
Direct and Overlapping Property Tax Rates,
Last Ten Years
(rate per \$1,000 of assessed value)

Levy Year	City Direct Rates			Overlapping Rates				Total Gross Rate
	Basic Rate	General Obligation Debt Service	Total Direct	New Berlin School District	Waukesha County Technical College	Waukesha County	State of Wisconsin	
2015	3.8448	1.3960	5.2408	11.3358	0.3833	2.0608	0.1712	19.1919
2016	3.8546	1.3832	5.2378	11.4779	0.3788	2.0529	0.1745	19.3219
2017	3.8904	1.3740	5.2644	11.5694	0.3939	2.0858	-	19.3135
2018	3.5963	1.2617	4.8579	10.4435	0.3705	1.9341	-	17.6060
2019	3.7484	1.2507	4.9990	10.0299	0.3860	1.9503	-	17.3653
2020	3.7924	1.3886	5.1810	9.2594	0.3815	1.9135	-	16.7354
2021	3.9911	1.5321	5.5232	8.7589	0.3497	1.9497	-	16.5815
2022	5.9713	1.5257	5.9713	8.9401	0.3475	1.9847	-	17.2436
2023	6.2584	1.7170	6.2584	8.4005	0.3585	1.9901	-	17.0075
2024	3.4415	1.5364	4.9779	6.4200	0.2804	1.4685	-	13.1468

Note: The City has four tax rates dependent upon the school district the property is located. The total shown is for only the largest school district (New Berlin), State of Wisconsin property taxes were eliminated in 2017.

Table 7
City of New Berlin
Principal Property Taxpayers
Current Year and Nine Years Ago

<u>Taxpayer</u>	<u>2024</u>			<u>2015</u>		
	<u>Taxable Assessed Value</u>	<u>Rank</u>	<u>Percent of Total City Taxable Assessed Value</u>	<u>Taxable Assessed Value</u>	<u>Rank</u>	<u>Percent of Total City Taxable Assessed Value</u>
Froedert Health	\$ 34,952,300	1	0.65%	\$ 36,747,500	3	0.77%
Buy Seasons	32,870,200	2	0.61%	\$ 35,319,200	4	0.74%
Clark Building Joint Venture	31,864,100	3	0.59%	-	-	-
Tdc Lincoln, LLC	27,372,500	4	0.51%	-	-	-
Fountain Square	26,576,000	5	0.49%	-	-	-
Stonegate Condo LLC	23,986,700	6	0.44%	18,954,200	8	0.40%
Sanctuary of Woodshire	23,915,600	7	0.44%	-	-	-
Stag Industrial Holdings, LLC	23,126,000	8	0.43%	-	-	-
Wyndridge Nominee, LLC	22,249,800	9	0.41%	17,432,100	9	0.37%
Stag Industrial Holdings, LLC	21,602,300	10	0.40%	-	-	-
Individual	-	-	-	63,040,400	1	1.32%
Individual	-	-	-	47,382,900	2	0.99%
FXG, Inc	-	-	-	30,512,200	5	0.64%
MSP	-	-	-	27,451,800	6	0.58%
Towne-Luterbach	-	-	-	25,560,100	7	0.54%
Pinewood Apartments	-	-	-	14,360,800	10	0.30%
	<u>\$ 268,515,500</u>		<u>4.96%</u>	<u>\$ 316,761,200</u>		<u>6.65%</u>

Source: New Berlin City Assessor

Table 8
City of New Berlin
Property Tax Levies & Collections
Last Ten Years

<u>Collection Year</u>	<u>Total Tax Levy</u>	<u>Collections Prior to Transfer</u>		<u>Total Collections to Date</u>	
		<u>of Tax Roll on August 1</u>	<u>Percent of Levy Collected</u>	<u>Amount</u>	<u>Percentage of Levy</u>
2015	\$ 24,681,517	\$ 24,567,841	99.54%	\$ 24,665,383	99.93%
2016	24,968,332	24,864,003	99.58%	24,947,440	99.92%
2017	25,251,000	25,136,214	99.55%	25,245,738	99.98%
2018	25,550,392	25,456,313	99.63%	25,543,854	99.97%
2019	25,675,618	25,574,501	99.61%	25,655,517	99.92%
2020	26,592,266	26,495,336	99.64%	26,567,825	99.91%
2021	27,813,189	27,740,955	99.74%	27,772,740	99.85%
2022	29,748,131	29,669,174	99.73%	29,711,290	99.88%
2023	32,440,834	32,292,619	99.54%	32,396,313	99.86%
2024	34,087,231	33,951,254	99.60%	34,036,111	99.85%

Note: The amount of outstanding taxes represents uncollected personal property taxes at the end of the year. The portion of delinquent taxes attributable to overlapping jurisdictions is charged back to those jurisdictions in the subsequent year.

Table 9
City of New Berlin
Ratio of Outstanding Debt by Type
Last Ten Years
(dollars in thousands, except per capita)

Fiscal Year	Governmental Activities				Business-Type Activities				Total Primary Government	Percentage of Personal Income	Per Capita
	General Obligation Bonds	Capital Lease	Advance from Sewer	State Trust Fund Loan	Water Revenue Bonds	Water Advance from Sewer	Water General Obligation	WRM Advance from Sewer			
2015	\$ 45,719	\$ 80	\$ -	\$ 360	\$ -	\$ 1,310	\$ 3,715	\$ 1,230	\$ 52,414	3.21%	\$ 1,304
2016	46,319	60	-	250	-	925	3,445	1,020	52,019	3.11%	1,293
2017	48,685	82	-	125	62	505	3,165	810	53,434	3.12%	1,335
2018	51,920	50	-	-	1,979	255	2,875	590	57,669	3.24%	1,429
2019	54,125	26	-	-	1,944	-	2,380	430	58,905	3.17%	1,451
2020	57,185	97	-	-	2,903	-	1,890	325	62,400	3.16%	1,537
2021	68,380	398	-	-	2,779	-	1,290	220	73,067	3.60%	1,790
2022	82,945	301	666	13,970	2,639	-	875	110	101,506	4.59%	2,511
2023	94,635	337	1,280	-	2,496	-	435	55	99,238	4.42%	2,473
2024	99,560	211	1,167	-	2,350	-	-	-	103,288	4.61%	2,579

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements.

Table 10
City of New Berlin
Ratio of Net General Bonded Debt Outstanding
Last Ten Years
(dollars in thousands, except per capita)

Fiscal Year	General Bonded Debt Outstanding				Funds Restricted for Principal	Net Bonded Debt Outstanding	Percentage of	
	General Obligation Bonds	WRM General Obligation	Water General Obligation	Total			Actual Taxable Value of Property	Per Capita
2015	\$ 46,079	\$ -	\$ 3,715	\$ 49,794	\$ -	\$ 49,794	1.04%	\$ 1,239
2016	46,569	-	3,445	50,014	-	50,014	1.01%	1,243
2017	48,810	-	3,165	51,975	-	51,975	1.00%	1,298
2018	51,920	-	2,875	54,795	-	54,795	1.01%	1,358
2019	54,125	-	2,380	56,505	-	56,505	0.99%	1,392
2020	57,185	-	1,890	59,075	-	59,075	1.01%	1,455
2021	68,380	-	1,290	69,670	-	69,670	1.11%	1,707
2022	96,915	-	875	97,790	-	97,790	1.38%	2,419
2023	94,635	-	435	95,070	-	95,070	1.21%	2,369
2024	99,560	-	-	99,560	-	99,560	1.24%	2,486

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements.

Table 11
City of New Berlin
Direct and Overlapping Governmental Activities Debt
As of December 31, 2024
(dollars in thousands)

	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Overlapping Debt</u>
Waukesha County	\$ 87,115	9.2739%	\$ 8,079
Elmbrook School District	20,145	1.2408%	250
Muskego-Norway School District	68,425	0.1202%	82
New Berlin School District	1,854	100.0000%	1,854
West Allis School District	74,075	5.4890%	4,066
Waukesha County Technical College	25,130	8.4985%	2,136
Milwaukee Area Technical College	102,815	0.4017%	<u>413</u>
Subtotal, overlapping debt			16,880
City direct debt			<u>99,560</u>
Total direct and overlapping debt			<u>\$ 116,440</u>

Sources: Assessed value data provided by the City Assessor's office. Debt outstanding data provided by each governmental unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographical boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of New Berlin. This process recognizes that, when considering the city's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Table 12
City of New Berlin
Legal Debt Margin Information,
Last Ten Years

(dollars in thousands)

Legal debt margin calculation for 2024	
Equalized Valuation	\$ 8,046,559
Debt Limit (5% of equalized value)	402,328
Debt applicable to limit:	
General Obligation Debt	99,560
Less: Available funds designated for principal debt retirement	-
Total net debt applicable to limit	99,560
Legal debt margin	<u>\$ 302,768</u>

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Debt Limit	\$ 235,180	\$ 240,436	\$ 247,866	\$ 259,325	\$ 285,720	\$ 292,464	\$ 313,544	\$ 355,256	\$ 393,598	\$ 402,328
Total net debt applicable to limit	<u>46,251</u>	<u>49,901</u>	<u>49,811</u>	<u>51,787</u>	<u>56,282</u>	<u>58,852</u>	<u>69,227</u>	<u>83,500</u>	<u>94,710</u>	<u>99,560</u>
Legal debt margin	<u>\$ 188,929</u>	<u>\$ 190,535</u>	<u>\$ 198,055</u>	<u>\$ 207,538</u>	<u>\$ 229,438</u>	<u>\$ 233,612</u>	<u>\$ 244,317</u>	<u>\$ 393,918</u>	<u>\$ 298,888</u>	<u>\$ 302,768</u>
Total net debt applicable to the limit as a percentage of debt limit	19.67%	20.75%	20.10%	19.97%	19.70%	20.12%	22.08%	23.50%	24.06%	24.75%

Note: Under state law the city's outstanding general obligation debt cannot exceed 5 percent of total equalized property value. However, the city has established a more conservative internal limit of not more than 2.5 percent. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

Table 13
City of New Berlin
Pledged-Revenue Coverage,
Last ten years

Year	Gross Revenues	Operating Expenses	Net Revenue Available for Debt Service	Maximum Annual Debt Service Requirement			Total
				Principal	Interest	Coverage	
2015	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$ n/a	n/a	\$ n/a
2016	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2017	5,264,980	2,876,287	2,388,693	2,575	1,131	644.55	3,706
2018	5,417,489	3,081,448	2,336,041	87,253	34,580	19.17	121,833
2019	5,337,794	2,893,109	2,444,685	89,379	35,580	19.56	124,959
2020	5,377,379	2,953,084	2,424,295	137,615	54,461	12.62	192,076
2021	5,445,963	3,023,388	2,422,575	137,615	54,461	12.61	192,076
2022	5,312,313	2,907,305	2,405,008	137,615	54,461	12.52	192,076
2023	5,848,634	3,179,520	2,669,114	145,648	46,339	13.90	191,987
2024	6,821,936	3,154,603	3,667,333	186,845	27,798	17.09	214,643

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements. Gross revenues are operating revenues plus interest. Operating expenses do not include interest, depreciation or amortization.

Table 14
City of New Berlin
Demographic and Economic Statistics
Last Ten Years

Year	Population	New Berlin Per Capita Income	Personal Income (thousands of dollars)	School Enrollment	Unemployment Rate
2015	40,195	\$ 40,678	\$ 1,635,052	4,528	3.70%
2016	40,227	41,546	1,671,271	4,445	3.50%
2017	40,027	42,788	1,712,675	4,410	2.90%
2018	40,349	44,119	1,780,158	4,348	2.70%
2019	40,596	45,732	1,856,536	4,362	2.90%
2020	40,600	48,563	1,971,658	4,250	6.20%
2021	40,821	49,691	2,028,436	4,241	3.20%
2022	40,426	54,748	2,213,243	4,256	2.70%
2023	40,135	55,915	2,244,149	4,253	2.70%
2024	40,055	55,915	2,239,675	4,334	2.40%

Sources: Population provided by State Department of Revenue. Per capita income is from the US Census Bureau and personal income is population times per capita. School enrollment data from WI Dept of Public Instruction. Unemployment data provided by State Department of Workforce Development.

Notes: Personal income data from Wisconsin Department of Administration, Demographic Services Center. Unemployment rate information is annual average. School enrollment is based on census at the middle of the school year and includes public schools only.

Table 15
City of New Berlin
Principal Employers
Current Year and Nine Years Ago

<u>Employer</u>	<u>2024</u>			<u>2015</u>		
	Approximate Number of Employees	Rank	Percentage of Total City Employment	Approximate Number of Employees	Rank	Percentage of Total City Employment
Spring City/Pieper Electric	1,200	1	5.63%	-	-	-
ACS Group	700	2	3.28%	-	-	-
Ideal Mechanical	550	3	2.58%	-	-	-
New Berlin School District	485	4	2.27%	-	-	-
Modern Maintenance Building	400	5	1.88%	400	5	1.90%
Regency Janitorial Service, Inc.	400	6	1.88%	-	-	-
City of New Berlin	379	7	1.78%	392	6	1.87%
ABB Industrial Systems Inc.	350	8	1.64%	650	2	3.09%
ACS Group	259	9	1.21%	650	2	3.09%
Industrial Towel & Uniform	250	10	1.17%	250	10	1.19%
GMR Marketing	-	-	-	400	4	1.84%
Chris Hansen, Inc	-	-	-	780	1	3.71%
Linden Grove	-	-	-	611	3	2.91%
Humana	-	-	-	373	7	1.77%
Dematic Corp	-	-	-	250	8	1.19%
Gortie	-	-	-	250	9	1.19%
Total	4,973		23.32%	5,006		18.58%

Source: City Official Statement - ReferenceUSA, written and telephone survey (August, 2019), *Wisconsin Manufacturers Register*, and the Wisconsin Department of Workforce Development

Table 16
City of New Berlin
Full-time Equivalent City Employees by Function/Program,
Last Ten Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<i>GENERAL GOVERNMENT</i>										
Mayor	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3.00
Human Resources	2.00	2.00	2.50	3.00	3.00	3.00	3.33	3.66	3.00	3.00
Finance	4.75	4.81	5.31	5.31	5.31	5.31	5.31	5.31	5.23	5.23
Assessor	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.00	4.00	4.00
Municipal Court	2.10	2.10	2.10	2.20	2.04	2.04	2.04	2.04	2.04	2.04
Engineering	2.50	2.50	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Parks, Facilities & Grounds	12.00	13.00	13.00	14.00	12.50	13.50	13.50	13.50	15.00	19.00
Parks, Facilities & Grounds - Pt	4.88	5.88	6.60	6.10	5.01	5.53	5.53	5.53	2.26	2.38
Clerk	4.34	4.50	4.70	4.60	4.60	4.60	4.87	5.14	5.00	4.00
Information Technology	3.50	3.50	3.50	3.50	3.50	3.50	4.01	4.52	4.00	4.00
Protection of Persons and Property										
Police	79.75	80.75	81.25	84.00	84.00	84.00	84.00	81.00	81.00	81.00
Fire	33.00	36.00	36.00	39.00	40.00	42.00	42.00	45.00	55.00	56.00
Fire - Pt	11.00	11.02	11.12	11.50	11.00	12.43	12.43	12.43	0.50	-
Emergency Management					0.50	0.50	0.50	0.50	0.50	0.50
Inspection	6.00	6.00	5.50	5.50	5.50	5.50	5.50	7.00	7.00	7.00
Library	4.00	5.00	5.00	6.00	6.00	6.00	6.00	6.00	7.00	7.00
Library - Pt	13.00	13.41	13.41	12.66	12.66	12.66	12.66	12.66	10.48	10.16
Recreation	3.00	2.00	3.00	3.00	4.00	4.00	4.00	5.00	8.00	8.00
Recreation - Pt	9.70	8.60	6.84	6.84	6.34	5.42	5.42	6.19	5.38	6.41
Streets	27.00	27.00	27.50	28.50	27.50	27.50	27.50	27.50	27.50	27.50
Public Works					1.00	1.00	1.00	1.00	1.00	2.00
Conservation & Development	7.50	7.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50
<i>ENTERPRISE FUNDS</i>										
Sewer Utility	4.85	6.65	6.65	6.65	6.95	6.95	6.95	6.95	8.70	8.70
Water Utility	12.15	11.35	11.35	11.35	11.05	11.05	11.05	11.05	10.30	10.30
Water Resource Management	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TOTAL	255.52	262.07	264.58	271.96	270.71	274.74	275.85	279.73	276.64	282.97

Source: City budget document

Table 17
City of New Berlin
Operating Indicators by Function/Program
Last Ten Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Police Protection:										
Calls for service	31,241	30,716	31,076	28,418	29,302	25,466	27,041	26,156	27,299	26,579
Citations issued	5,016	4,877	3,834	3,987	4,420	3,941	4,777	4,571	6,044	6,544
Fire Protection:										
Fire calls answered	799	847	913	964	1,016	948	1,173	1,142	1,009	1,821
Medical calls answered	2,847	3,279	3,953	4,010	3,941	3,666	3,787	3,809	3,584	3,380
Inspections	2,832	2,822	2,779	3,072	2,923	2,419	2,676	2,835	2,757	2,782
Other Public Works										
Street Resurfacing (miles)	10.9	13.32	15.17	15.24	13.55	11.06	6.54	5.3	10.97	3.55
Recycling Center Visitors	110,106	110,344	110,448	115,211	118,627	120,903	*	*	93,412	100,054
Library										
Volumes in collection	149,595	147,047	146,396	150,003	150,497	148,040	148,275	143,373	145,279	145,312
Total Volumes borrowed	349,290	365,702	374,801	392,043	405,089	296,711	343,711	339,694	362,527	366,422
Water System:										
New connections	39	84	15	41	77	43	29	11	11	5
Water main breaks	13	8	11	20	7	4	11	9	13	7
Average Daily consumption (thousands of gallons)	2,337	2,296	2,192	2,630	2,460	2,585	2,616	2528	2,554	2,517
Peak daily consumption (thousands of gallons)	4,429	4,684	4,347	5,919	4,432	4,838	5,298	4538	4,384	4,222

Sources: Various city departments

* Visitor counts unavailable

Table 18
City of New Berlin
Capital Asset Statistics by Function/Program,
Last Ten Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Police Protection:										
Number of stations	1	1	1	1	1	1	1	1	1	1
Number of patrol units	20	20	20	20	20	20	20	20	20	20
Fire Stations	5	5	5	5	5	5	5	5	5	5
Other public works										
Miles of streets	226.7	226.73	226.73	227.76	229.54	229.81	230.34	230.34	231.16	231.16
Number of street lights	515	589	589	589	589					
Park and Recreation										
Parks	27	27	27	29	30	30	30	30	30	30
Park & Conservancy Areas Acreage	894	894	894	914	915	917	917	917	917	917
Golf course & Disc Golf	2	2	2	2	2	2	2	2	2	2
Hiking trails	8	8	8	8	8	8	8	8	8	8
Tennis courts	14	14	14	14	14	14	14	14	14	14
Water System:										
Water mains (miles)	169.7	170.14	172.52	173.1	174	174	174.58	174.74	176.17	176.17
Fire hydrants	2,075	2,083	2,111	2,114	2,117	2,117	2,130	2,149	2,167	2,168
Storage capacity (thousand gallons)	4,040	4,040	4,040	4,040	4,040	4,040	4,040	4,040	4,040	4,040
Wastewater System:										
Miles of sanitary sewers	180.9	180.97	182.3	182.91	183.2	183.2	183.44	183.44	183.44	183.44
Number of service connections	10,523	10,537	10,548	10,568	10,593	10,621	10,718	10,758	10,771	10,774
Stormwater System:										
Miles of stormsewers	68.5	69.75	70.7	73.7	75.6	75.6	76.7	77.1	78.14	78.14
Culverts	742	743	746	747	748	748	751	751	773	773

Sources: Various city departments

**Report on Internal Control
Over Financial Reporting and on Compliance
and Other Matters Based on an Audit of
Financial Statements Performed in Accordance
With *Government Auditing Standards***

Independent Auditors' Report

To the City Council of
City of New Berlin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of New Berlin (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 25, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control, described in the accompanying schedule of findings and responses as item 2024-001, that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our audit and described in the accompanying schedule of findings and responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

Milwaukee, Wisconsin
July 25, 2025

**Financial Statement Findings Required to be Reported in Accordance With
Government Auditing Standards**

Finding 2024-001: Internal Control Over Journal Entry Approval

Criteria: An effective system of internal control should be in place that does not allow one individual to have the ability to create and post a journal entry without approval from another authorized individual. This process should be documented to ensure accountability and traceability.

Condition: It has been observed that journal entries are being created and posted by the same individual without the approval from another authorized individual.

Cause: Proper policies and procedures were not in place to require a formal review of journal entries prior to being recorded.

Effect or Potential Effect: The effect of this results in an increased risk of errors or fraudulent entries going undetected.

Recommendation: Within the financial software that the City uses, there is a feature that does not allow a journal entry to be posted to the general ledger unless it has the proper approval. We recommend that the City implement this feature as it also will track the approval for an audit trail.

Management's Response:

Journal entries were prepared by the finance director & posted by the deputy finance director, because of the way the city financial system (MUNIS) processes them there was no trail or documentation of that happening. The finance director would create the journal entries in excel, the deputy finance director would reformat & import them into MUNIS, then post them. We have changed how we process them in MUNIS so it is clearly documented.

RESOLUTION NO. 2025-19

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$10,590,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2025A

WHEREAS, on July 22, 2025, the Common Council of the City of New Berlin, Waukesha County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2025A (the "Notes") 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");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on September 3, 2025;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on September 3, 2025;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION FIVE HUNDRED NINETY THOUSAND DOLLARS (\$10,590,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025A"; shall be issued in the aggregate principal amount of \$10,590,000; shall be dated September 25, 2025; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2026. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on June 1, 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on June 1, 2033 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity, by lot (as selected by DTC (defined herein)), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2025 through 2034 for the payments due in the years 2026 through 2035 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2025A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants

that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the

Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 3, 2025.

David A. Ament
Mayor

ATTEST:

Rubina R. Medina
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on June 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R-____ CITY OF NEW BERLIN \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ September 25, 2025 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of New Berlin, Waukesha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or the City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$10,590,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, 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, as authorized by a resolution adopted on September 3, 2025. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on June 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the City, on June 1, 2033 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in

whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of New Berlin, Waukesha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF NEW BERLIN
WAUKESHA COUNTY, WISCONSIN

By: _____
David A. Ament
Mayor

(SEAL)

By: _____
Rubina R. Medina
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

September 3, 2025

SALE DAY REPORT FOR:

City of New Berlin, Wisconsin

**\$10,480,000 General Obligation Promissory Notes,
Series 2025A**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Greg Johnson,
Senior Municipal Advisor

Harry Allen,
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE: 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.

RATING: Moody's Investor's Service "Aaa"

NUMBER OF BIDS: 7

LOW BIDDER: TD Securities (USA) LLC, New York, New York

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:* 3.0200%

HIGH BID: 3.1739%

Summary of Sale Results:	
Principal Amount*:	\$10,480,000
Underwriter's Discount:	\$46,531
Reoffering Premium:	\$781,326
True Interest Cost:	3.0166%
Costs of Issuance:	\$117,000
Yield:	2.31%-3.49%
Total Net P&I	\$12,052,957

NOTES: The City Treasurer will serve as Paying Agent on the Notes.

The Notes maturing June 1, 2034 and thereafter are callable June 1, 2033 or any date thereafter.

* Subsequent to bid opening, the issue size was decreased to \$10,480,000.

CLOSING DATE: September 25, 2025

COMMON COUNCIL ACTION: Adopt a resolution awarding the sale of \$10,480,000 General Obligation Promissory Notes, Series 2025A.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Existing G.O. Debt Base Case
- 2025 Capital Improvement Plan
- 2026-2029 Capital Improvement Plan
- Sources and Uses of Funds
- Updated Debt Service Schedules
- Tax Impact Schedule
- G.O. Debt Capacity Analysis
- Rating Report
- BBI Graph - 1-year

BID TABULATION

\$10,590,000* General Obligation Promissory Notes, Series 2025A

City of New Berlin, Wisconsin

SALE: September 3, 2025

AWARD: TD SECURITIES (USA) LLC

Rating: Moody's Investor's Service "Aaa"

Tax Exempt - Non-Bank Qualified

NAME OF INSTITUTION	MATURITY (June 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
TD SECURITIES (USA) LLC New York, New York	2026	5.000%	2.340%	\$11,362,766.10	3.0200%
	2027	5.000%	2.330%		
	2028	5.000%	2.310%		
	2029	5.000%	2.340%		
	2030	5.000%	2.450%		
	2031	5.000%	2.630%		
	2032	5.000%	2.830%		
	2033	5.000%	3.000%		
	2034	4.000%	3.320%		
	2035	4.000%	3.490%		
HUNTINGTON SECURITIES, INC Chicago, Illinois					3.0220%
UMB BANK, N.A. Kansas City, Missouri					3.0342%
HILLTOPSECURITIES Dallas, Texas					3.0430%
PIPER SANDLER & CO. Minneapolis, Minnesota					3.0716%

* Subsequent to bid opening the issue size was decreased to \$10,480,000.

Adjusted Price: \$11,214,794.50 Adjusted Net Interest Cost: \$1,572,957.17 Adjusted TIC: 3.0165%

NAME OF INSTITUTION	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin	3.0750%
FIDELITY CAPITAL MARKETS Boston, Massachusetts	3.1739%

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	8,259,983,700	\$1.45	\$435.01	2026
2027	13,061,485		(551,090)	(807,225)		11,703,170	8,571,513,873	\$1.37	\$409.61	2027
2028	12,427,198		(624,063)	(780,200)		11,022,936	8,894,793,591	\$1.24	\$371.78	2028
2029	11,966,383		(622,753)	(753,400)		10,590,230	9,230,265,994	\$1.15	\$344.20	2029
2030	10,347,168		(623,535)	(726,600)		8,997,033	9,578,390,938	\$0.94	\$281.79	2030
2031	9,801,738		(558,425)	(699,800)		8,543,513	9,939,645,620	\$0.86	\$257.86	2031
2032	6,597,025		(540,600)	(775,400)		5,281,025	10,314,525,236	\$0.51	\$153.60	2032
2033	5,430,603		(520,200)	(731,700)		4,178,703	10,703,543,659	\$0.39	\$117.12	2033
2034	3,819,613		0	(770,000)		3,049,613	11,107,234,141	\$0.27	\$82.37	2034
2035	3,129,456			(742,000)		2,387,456	11,526,150,049	\$0.21	\$62.14	2035
2036	3,040,188			(714,000)		2,326,188	11,960,865,619	\$0.19	\$58.34	2036
2037	2,263,950			0		2,263,950	12,411,976,743	\$0.18	\$54.72	2037
2038	2,200,744					2,200,744	12,880,101,790	\$0.17	\$51.26	2038
2039	2,135,481					2,135,481	13,365,882,451	\$0.16	\$47.93	2039
2040	2,069,131					2,069,131	13,869,984,616	\$0.15	\$44.75	2040
2041	2,001,813					2,001,813	14,393,099,293	\$0.14	\$41.72	2041
2042	1,265,634					1,265,634	14,935,943,550	\$0.08	\$25.42	2042
2043	356,800					356,800	15,499,261,499	\$0.02	\$6.91	2043
2044	255,000					255,000	16,083,825,318	\$0.02	\$4.76	2044
2045	0					0	16,690,436,307	\$0.00	\$0.00	2045
Total	119,685,412	(97,375)	(4,967,851)	(8,480,025)	(865,936)	105,274,225				Total

Notes:

- EV Growth at 3.77%

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	2,990,000	2,990,000
Actual CIP Costs			10,574,000	10,574,000

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	2029 G.O. Notes 20 year				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	32,460,000	14,411,100	25,340,000	96,186,100

Table 4

Sources and Uses

City of New Berlin, WI

	2025	
	G.O. Notes	Levy 10 Year Term Portion
CIP Projects		
Captial Projects	10,574,480	10,574,480
Subtotal Project Costs	10,574,480	10,574,480
CIP Projects	10,574,480	10,574,480
Premium		
Underwriter's Premium (built into rates)	(781,326)	(781,326)
Premium Deposit To Debt Service	734,795	734,795
issuance Expenses		
Municipal Advisor	60,500	60,500
Bond Counsel	27,500	27,500
Rating Fee	29,000	29,000
Underwriter's Discount	4.44 46,531	46,531
Paying Agent	0	0
Subtotal Issuance Expenses	163,531	163,531
TOTAL TO BE FINANCED	10,691,480	10,691,480
Estimated Interest Earnings	4.00% (211,480)	(211,480)
Assumed spend down (months)	6.00	
Rounding	-	0
NET ISSUE SIZE	10,480,000	10,480,000

Notes:

REVISED PRE-SALE ESTIMATE 10,590,000
 DIFFERENCE (110,000)

Table 5

Allocation of Debt Service - 2025 G.O. Notes

City of New Berlin, WI

Year Ending	Levy 10 Year Term Portion				
	Principal	Rate	Interest	Premium	Net Total
2025					0
2026	1,790,000	5.00%	345,152	(345,152)	1,790,000
2027	1,255,000	5.00%	415,600	(389,643)	1,280,957
2028	895,000	5.00%	352,850	0	1,247,850
2029	905,000	5.00%	308,100		1,213,100
2030	920,000	5.00%	262,850		1,182,850
2031	935,000	5.00%	216,850		1,151,850
2032	945,000	5.00%	170,100		1,115,100
2033	945,000	5.00%	122,850		1,067,850
2034	945,000	4.00%	75,600		1,020,600
2035	945,000	4.00%	37,800		982,800
Total	10,480,000		2,307,752	(734,795)	12,052,957

Year Ending	Totals			
	Principal (6/1)	Interest	Premium	Net Total
2025	0	0	0	0
2026	1,790,000	345,152	(345,152)	1,790,000
2027	1,255,000	415,600	(389,643)	1,280,957
2028	895,000	352,850	0	1,247,850
2029	905,000	308,100	0	1,213,100
2030	920,000	262,850	0	1,182,850
2031	935,000	216,850	0	1,151,850
2032	945,000	170,100	0	1,115,100
2033	945,000	122,850	0	1,067,850
2034	945,000	75,600	0	1,020,600
2035	945,000	37,800	0	982,800
Total	10,480,000	2,307,752	(734,795)	12,052,957

Notes:

REVISED PRE-SALE ESTIMATE
DIFFERENCE

12,315,947
(262,990)

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 10,480,000 Dated: 9/25/2025		2026 G.O. Notes 23,685,000 Dated: 9/1/2026		2027 G.O. Notes 32,045,000 Dated: 9/1/2027		2028 G.O. Notes 14,240,000 Dated: 9/1/2028		2029 G.O. Notes 25,000,000 Dated: 9/1/2029		Debt Service Levy		Taxes			
				Total	Net P&I	Total P&I	Total P&I	Total P&I	Total P&I	Total P&I	Total P&I	Total	Levy Change from Prior Year	Total Tax Rate for Debt Service		Annual Taxes \$300,000 Home	Annual Taxes Difference From Existing		
2025	12,668,497	7,949,009,900	\$478	2.95%-3.62%		4.25%		4.25%		4.50%		4.50%		12,668,497		\$1.59	\$478	\$0	2025
2026	11,977,310	8,259,983,700	\$435		1,790,000									13,767,310	1,098,813	\$1.67	\$500	\$65	2026
2027	11,703,170	8,571,513,873	\$410		1,280,957	1,881,613								14,865,740	1,098,430	\$1.73	\$520	\$111	2027
2028	11,022,936	8,894,793,591	\$372		1,247,850	1,619,425	2,072,688							15,962,898	1,097,158	\$1.79	\$538	\$167	2028
2029	10,590,230	9,230,265,994	\$344		1,213,100	2,001,825	2,614,513	640,800						17,060,443	1,097,544	\$1.85	\$554	\$210	2029
2030	8,997,033	9,578,390,938	\$282		1,182,850	2,066,750	3,507,750	1,640,800	767,425					18,162,608	1,102,165	\$1.90	\$569	\$287	2030
2031	8,543,513	9,939,645,620	\$258		1,151,850	2,032,025	3,386,463	1,595,800	1,016,575					17,726,225	(436,383)	\$1.78	\$535	\$277	2031
2032	5,281,025	10,314,525,236	\$154		1,115,100	2,241,663	4,752,088	2,150,800	1,664,250					17,204,925	(521,300)	\$1.67	\$500	\$347	2032
2033	4,178,703	10,703,543,659	\$117		1,067,850	3,105,250	4,561,513	2,078,800	1,667,000					16,659,116	(545,809)	\$1.56	\$467	\$350	2033
2034	3,049,613	11,107,234,141	\$82		1,020,600	3,279,525	4,668,275	2,006,800	1,872,500					15,897,313	(761,803)	\$1.43	\$429	\$347	2034
2035	2,387,456	11,526,150,049	\$62		982,800	3,277,113	4,834,838	2,074,800	1,866,525					15,423,531	(473,781)	\$1.34	\$401	\$339	2035
2036	2,326,188	11,960,865,619	\$58		0	3,290,025	4,863,225	2,076,500	1,868,075					14,424,013	(999,519)	\$1.21	\$362	\$303	2036
2037	2,263,950	12,411,976,743	\$55			827,413	4,873,750	2,074,600	1,881,700					11,921,413	(2,502,600)	\$0.96	\$288	\$233	2037
2038	2,200,744	12,880,101,790	\$51			829,250	1,926,838	2,069,100	1,876,725					8,902,656	(3,018,756)	\$0.69	\$207	\$156	2038
2039	2,135,481	13,365,882,451	\$48			825,025	1,927,863	0	1,883,825					6,772,194	(2,130,463)	\$0.51	\$152	\$104	2039
2040	2,069,131	13,869,984,616	\$45			829,950	1,931,550		302,325					5,132,956	(1,639,238)	\$0.37	\$111	\$66	2040
2041	2,001,813	14,393,099,293	\$42			823,600	1,927,688		303,550					5,056,650	(76,306)	\$0.35	\$105	\$64	2041
2042	1,265,634	14,935,943,550	\$25			826,400	1,931,488		304,325					4,327,847	(728,803)	\$0.29	\$87	\$62	2042
2043	356,800	15,499,261,499	\$7			827,925	1,927,525		304,650					3,416,900	(910,947)	\$0.22	\$66	\$59	2043
2044	255,000	16,083,825,318	\$5			828,175	1,931,013		299,525					3,313,713	(103,188)	\$0.21	\$62	\$57	2044
2045		16,690,436,307				837,150	1,931,525		299,175					3,067,850	(245,863)	\$0.18	\$55	\$55	2045
2046		17,973,157,246				844,425	1,929,063		298,375					3,071,863	4,013	\$0.17	\$51	\$51	2046
2047		18,651,025,506				0	1,928,625		302,125					2,230,750	(841,113)	\$0.12	\$36	\$36	2047
2048		19,354,459,969					0		300,200					300,200	(1,930,550)	\$0.02	\$5	\$5	2048
2049		20,084,424,880							297,825					297,825	(2,375)	\$0.01	\$4	\$4	2049
2050		20,841,920,848							0					0	(297,825)	\$0.00	\$0	\$0	2050
Total	105,274,225			12,052,957	33,094,500	59,428,275	18,408,800	19,376,675										3,756	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 Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2024	8,046,558,800	402,327,940	99,560,000	24.75%	\$99,560,000	25%	\$302,767,940	2024
2025	8,404,437,700	420,221,885	88,665,000	21.10%	\$99,145,000	24%	\$321,076,885	2025
2026	8,735,256,032	436,762,802	78,320,000	17.93%	\$110,695,000	25%	\$326,067,802	2026
2027	9,079,096,147	453,954,807	67,765,000	14.93%	\$139,485,000	31%	\$314,469,807	2027
2028	9,436,470,613	471,823,531	57,475,000	12.18%	\$141,580,000	30%	\$330,243,531	2028
2029	9,807,912,175	490,395,609	47,305,000	9.65%	\$142,745,000	29%	\$347,650,609	2029
2030	10,193,974,546	509,698,727	38,460,000	7.55%	\$128,885,000	25%	\$380,813,727	2030
2031	10,595,233,235	529,761,662	29,885,000	5.64%	\$115,055,000	22%	\$414,706,662	2031
2032	11,012,286,404	550,614,320	24,265,000	4.41%	\$101,205,000	18%	\$449,409,320	2032
2033	11,445,755,762	572,287,788	19,615,000	3.43%	\$87,405,000	15%	\$484,882,788	2033
2034	11,896,287,489	594,814,374	16,435,000	2.76%	\$74,305,000	12%	\$520,509,374	2034
2035	12,364,553,198	618,227,660	13,845,000	2.24%	\$61,180,000	10%	\$557,047,660	2035
2036	12,851,250,941	642,562,547	11,255,000	1.75%	\$48,540,000	8%	\$594,022,547	2036
2037	13,357,106,246	667,855,312	9,365,000	1.40%	\$38,605,000	6%	\$629,250,312	2037
2038	13,882,873,199	694,143,660	7,475,000	1.08%	\$31,275,000	5%	\$662,868,660	2038
2039	14,429,335,570	721,466,778	5,585,000	0.77%	\$25,770,000	4%	\$695,696,778	2039
2040	14,997,307,978	749,865,399	3,695,000	0.49%	\$21,680,000	3%	\$728,185,399	2040
2041	15,587,637,109	779,381,855	1,805,000	0.23%	\$17,505,000	2%	\$761,876,855	2041
2042	16,201,202,975	810,060,149	590,000	0.07%	\$13,900,000	2%	\$796,160,149	2042
2043	16,838,920,230	841,946,012	250,000	0.03%	\$11,070,000	1%	\$830,876,012	2043
2044	17,501,739,528	875,086,976	0	0.00%	\$8,225,000	1%	\$866,861,976	2044
2045	18,190,648,945	909,532,447			\$5,510,000	1%	\$904,022,447	2045
2046	18,906,675,448	945,333,772			\$2,675,000	0%	\$942,658,772	2046
2047	19,650,886,429	982,544,321			\$560,000	0%	\$981,984,321	2047
2048	20,424,391,296	1,021,219,565			\$285,000	0%	\$1,020,934,565	2048
2049	21,228,343,124	1,061,417,156			\$0	0%	\$1,061,417,156	2049

Notes:

1. EV Growth at 3.94%

CREDIT OPINION

21 August 2025



Send Your Feedback

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City of New Berlin, WI

Update to credit analysis

Summary

[New Berlin, WI's](#) (Aaa) credit profile is characterized by a healthy local economy near Milwaukee, strong financial performance, and elevated long-term leverage compared to peers.

Credit strengths

- » Strong financial position with notable unused levy capacity
- » Improving full value per capita because of the city's growing tax base

Credit challenges

- » While healthy, economic indicators lag medians for Aaa rated peers
- » Elevated long-term leverage compared with peers, driven by debt

Rating outlook

We do not typically assign outlooks to local government issuers with this amount of debt.

Factors that could lead to an upgrade

- » Not applicable

Factors that could lead to a downgrade

- » Narrowing of reserves to levels below 50% of revenue
- » Significant increase in long-term leverage to levels approaching 350% of revenue

Key indicators

Exhibit 1

New Berlin (City of) WI

	2021	2022	2023	2024	Aaa Medians
Economy					
Resident income ratio (%)	132.3%	132.6%	129.8%	N/A	168.9%
Full Value (\$000)	\$6,270,870	\$7,105,119	\$7,871,954	\$8,046,559	\$9,011,663
Population	40,289	40,387	40,384	N/A	36,103
Full value per capita (\$)	\$155,647	\$175,926	\$194,928	N/A	\$218,941
Annual Growth in Real GDP	4.3%	2.7%	1.4%	N/A	2.4%
Financial Performance					
Revenue (\$000)	\$59,463	\$62,979	\$72,701	\$74,837	\$108,194
Available fund balance (\$000)	\$49,735	\$43,500	\$48,938	\$55,421	\$68,159
Net unrestricted cash (\$000)	\$65,861	\$83,572	\$65,831	\$74,352	\$99,090
Available fund balance ratio (%)	83.6%	69.1%	67.3%	74.1%	62.6%
Liquidity ratio (%)	110.8%	132.7%	90.5%	99.4%	95.0%
Leverage					
Debt (\$000)	\$76,961	\$104,091	\$101,343	\$105,567	\$72,678
Adjusted net pension liabilities (\$000)	\$86,687	\$82,590	\$41,820	\$42,625	\$89,696
Adjusted net OPEB liabilities (\$000)	\$5,635	\$5,455	\$5,246	\$5,116	\$10,915
Other long-term liabilities (\$000)	\$1,739	\$7,120	\$6,947	\$7,121	\$4,029
Long-term liabilities ratio (%)	287.6%	316.4%	213.7%	214.4%	217.2%
Fixed costs					
Implied debt service (\$000)	\$4,653	\$5,398	\$7,270	\$7,040	\$4,949
Pension tread water contribution (\$000)	\$723	\$807	\$2,151	N/A	\$2,629
OPEB contributions (\$000)	\$84	\$85	\$89	\$91	\$594
Implied cost of other long-term liabilities (\$000)	\$123	\$122	\$497	\$483	\$274
Fixed-costs ratio (%)	9.4%	10.2%	13.8%	13.0%	10.0%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Milwaukee-Waukesha, WI Metropolitan Statistical Area.

Sources: US Census Bureau, New Berlin (City of) WI's financial statements and Moody's Ratings, US Bureau of Economic Analysis

Profile

New Berlin encompasses 36 square miles in Waukesha County, roughly 10 miles southwest of the City of Milwaukee. It provides a full range of municipal services to over 40,000 residents, although water and sewer treatment are performed by the City of Milwaukee.

Detailed credit considerations

New Berlin benefits from a growing tax base and favorable location near Milwaukee. A steady trend of new residential and commercial development has resulted in full value per capita growing to nearly \$210,000. While the city's economic indicators are solid, they lag the medians for Aaa rated cities nationally. The city's unused levy capacity distinguishes it from many peers in the state and helps provide a buffer against strict state imposed limits on increasing the levy. The city has about \$3.8 million of capacity in fiscal 2025 (year-end Dec. 31). Capacity is from the city's abated debt service levy that is paid from other sources, including tax increment district (TID) increment, golf course revenue and utility revenue.

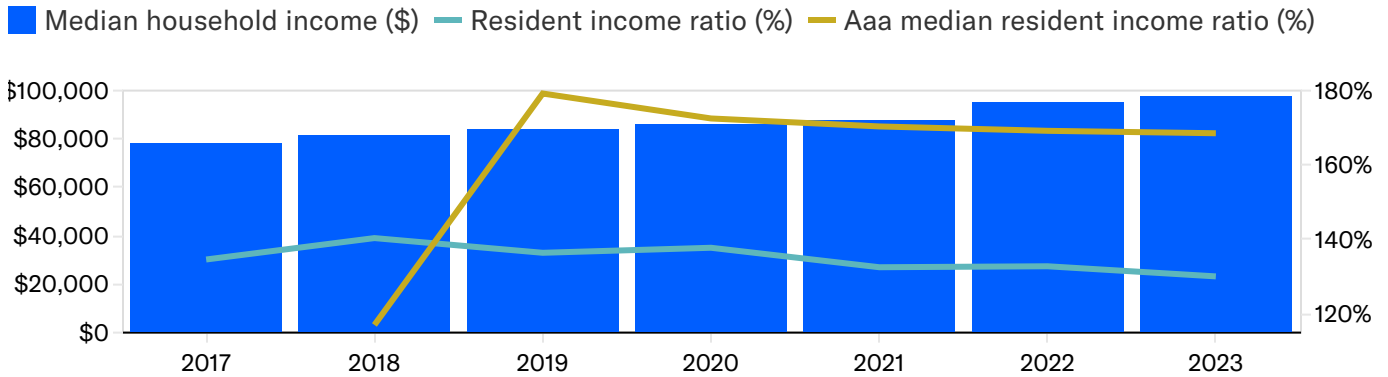
The city conservatively budgeted for a deficit in fiscal 2025, but current performance indicates another positive year for the city across its governmental and business type funds and the available fund balance ratio will likely be above 75%. The city will starting using its unused levy capacity during the fiscal year and will reach the limit by fiscal 2027. Management has been exploring options to increase revenues for future years, which includes going to voters to increase the levy limit. The city's leverage will grow and be slightly elevated compared to peers as they plan to issue about \$60 million through 2029 for various capital projects. However, payout is quick with the majority of outstanding GOULT retired in the next 10 years.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody's.com> for the most updated credit rating action information and rating history.

Economy

Exhibit 2

Resident incomes are stable and lower than peers

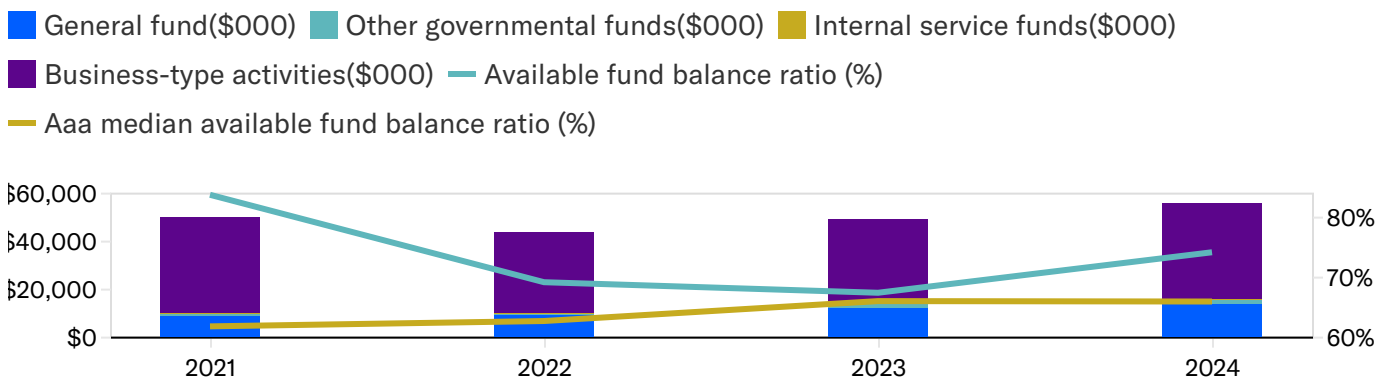


Source: Moody's Ratings

Financial operations

Exhibit 3

Reserves have been maintained at a strong level above peers

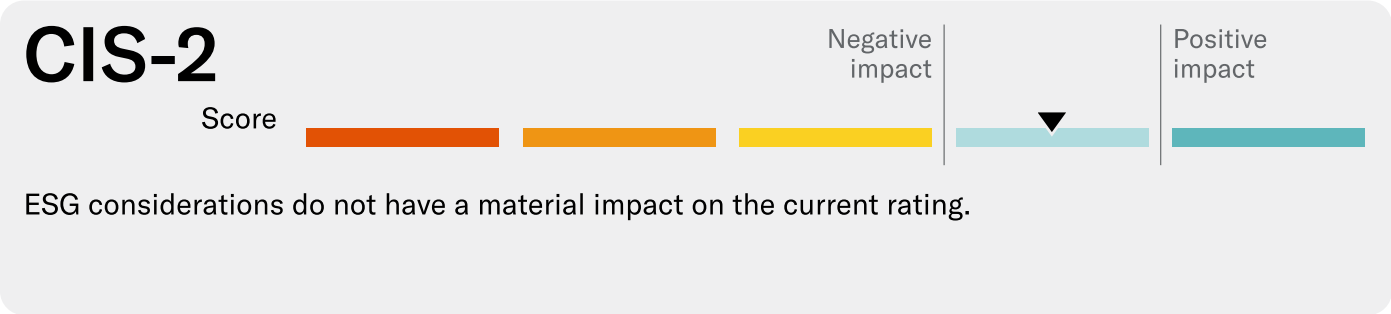


Source: Moody's Ratings

ESG considerations

New Berlin (City of) WI's ESG credit impact score is CIS-2

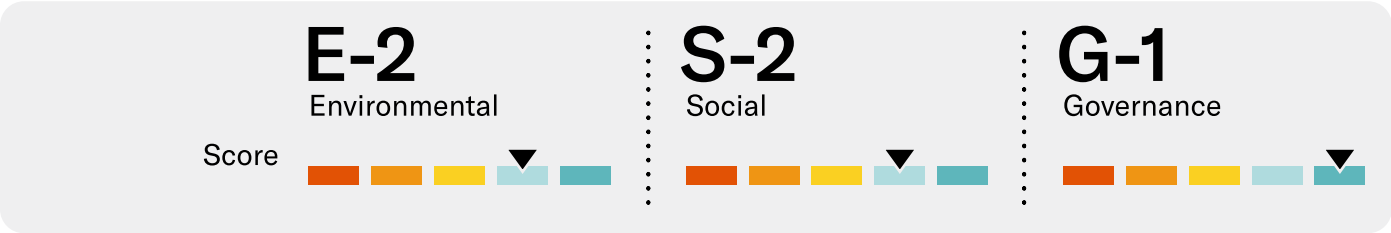
Exhibit 4
ESG credit impact score



Source: Moody's Ratings

New Berlin's ESG Credit Impact Score of **CIS-2** indicates that ESG considerations have a neutral-to-low impact on its credit rating, reflecting neutral to low exposure to environmental, social and governance risks.

Exhibit 5
ESG issuer profile scores



Source: Moody's Ratings

Environmental

New Berlin's E Issuer Profile Score is **E-2** which reflects low exposure to all environmental risks categories, including physical climate risk, carbon transition, water management, natural capital and waste and pollution. Environmental considerations do not play a material role in the city's credit profile. Located in eastern Wisconsin, Waukesha County has a continental climate with four distinct season. Based on data from Moody's ESG Solutions data, Waukesha County has low exposure to extreme rainfall and heat stress relative to counties nationally, though its water stress exposure is high. This measure does not account for the city's abundant groundwater resources. Aquifers supply drinking water to a majority of city residents. Availability will likely remain strong, though heavy reliance on groundwater can occasionally present risks, such as rising levels of nutrients and other contaminants which could require additional treatment. We do not anticipate environmental, climate, or weather related events to materially impact the city's operations in the near term.

Social

New Berlin's S Issuer Profile Score is **S-2** and reflects minimal risks to access to basic services, housing, education, labor and income and demographics. Population is steady and the city's unemployment metric is slightly stronger than nation, with residents having access to ample employment options in the nearby Milwaukee metropolitan area. The city has positive exposure to education and health and safety. The city has above average educational attainment and life expectancy metrics, as well as low violent crime rates. The city has also prioritized ADA accessibility throughout public facilities.

Governance

New Berlin's G Issuer Profile Score is **G-1** reflecting strengths in the city's policy credibility and effectiveness and strong management and budgeting practices. The city's transparency and disclosure is in line with peers, reflected in timely filing of audited financial

statements and budgets. The city currently maintains different investment, budgeting, and fund balance policies to name a few, which it updates every three years. Budget management is strong, proven by the city's solid reserves, its utilization of a long-term capital improvement plan, and its flexibility in revenue raising ability. Unlike most Wisconsin cities, which levy at the maximum allowable amount, New Berlin has consistently maintained a significant amount of unused levy capacity, providing flexibility to increase operating revenues as needed.

ESG Issuer Profile Scores and Credit Impact Scores for the rated entity/transaction are available on Moodys.com. In order to view the latest scores, please click [here](#) to go to the landing page for the entity/transaction on MDC and view the ESG Scores section.

Rating methodology and scorecard factors

The US Cities and Counties Methodology includes a scorecard, which summarizes the rating factors generally most important to city and county credit profiles. Because the scorecard is a summary, and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not map closely to the actual rating assigned.

The assigned rating is higher than the scorecard indicated outcome because of the city's trend of maintaining strong reserves, its unused levy capacity and quick amortization schedule with most debt being retired in 10 years.

Exhibit 6

New Berlin (City of) WI

	Measure	Weight	Score
Economy			
Resident income ratio	129.8%	10.0%	Aaa
Full value per capita	208,113	10.0%	Aaa
Economic growth metric	-1.2%	10.0%	A
Financial Performance			
Available fund balance ratio	74.1%	20.0%	Aaa
Liquidity ratio	99.4%	10.0%	Aaa
Institutional Framework			
Institutional Framework	A	10.0%	A
Leverage			
Long-term liabilities ratio	214.4%	20.0%	A
Fixed-costs ratio	13.0%	10.0%	Aa
Notching factors			
No notchings applied			
Scorecard-Indicated Outcome			Aa2
Assigned Rating			Aaa

The Economic Growth metric cited above compares the five-year CAGR of real GDP for Milwaukee-Waukesha, WI Metropolitan Statistical Area Metropolitan Statistical Area to the five-year CAGR of real GDP for the US.

Sources: US Census Bureau, New Berlin (City of) WI's financial statements and Moody's Ratings

Appendix

Exhibit 7

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Ratings
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Ratings
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Ratings
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US Cities and Counties Methodology](#).

Source: Moody's Ratings

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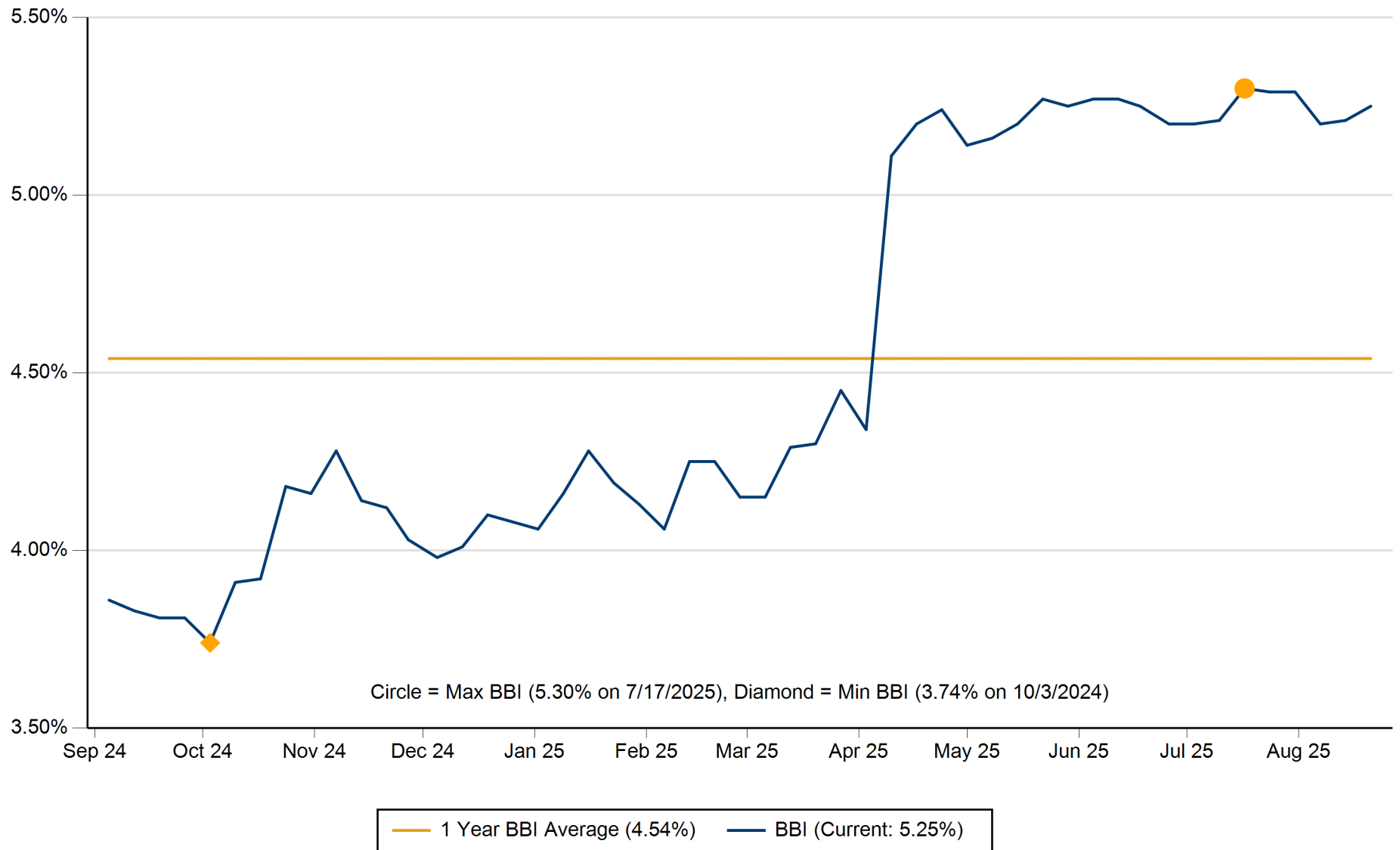
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1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates September, 2024 - September, 2025



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

BID FORM

The Common Council
City of New Berlin, Wisconsin (the "City")

September 3, 2025

RE: **\$10,590,000* General Obligation Promissory Notes, Series 2025A (the "Notes")**
DATED: **September 25, 2025**

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 11,362,766.10 (not less than \$10,484,100, nor more than \$11,437,200) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>5.00</u>	% due	2026	<u>5.00</u>	% due	2030	<u>4.00</u>	% due	2034
<u>5.00</u>	% due	2027	<u>5.00</u>	% due	2031	<u>4.00</u>	% due	2035
<u>5.00</u>	% due	2028	<u>5.00</u>	% due	2032			
<u>5.00</u>	% due	2029	<u>5.00</u>	% due	2033			

The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$211,800 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about September 25, 2025.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Official Statement for the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Underwriter (Syndicate Manager), we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: X NO: .

If the competitive sale requirements are not met, we elect to use either the: 10% test, or the hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: TD Securities (USA), LLC
Account Members: Alone

By: 

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from September 25, 2025 of the above bid is \$ 1,668,718.90 and the true interest cost (TIC) is 3.020088 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of New Berlin, Wisconsin, on September 3, 2025.

By: _____
Title: _____

By: _____
Title: _____



Department of Finance
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-5097

(262) 797-2448
Fax (262) 786-6121
www.newberlin.org

REQUESTED ACTION STATEMENT

August 26, 2025

TO: Mayor Ament
Common Council

FROM: Ralph Chipman
Finance Director

ISSUE: Property Tax Billing

REQUESTED:

Outsource property tax billing to Waukesha County

BACKGROUND:

Property taxes are the City's largest revenue source. Since 2004 the City has generated our own property tax bills while outsourcing the printing & mailing of bills. In 2024 the city prepared 15,622 real estate tax bills.

The generation of property tax bills is a complex process that involves the collection and calculation of property taxes, tax credits & special assessments/charges for the City as well as overlying tax jurisdictions. In addition to the city and the county, we collect taxes for 4 different school districts and 2 technical colleges. The accuracy and timeliness of this process is crucial for the City and these entities.

The city has encountered continued and increasing challenges generating tax bills in our Tyler ERP system. The current process is complex & time-consuming with a few key individuals having the specialized knowledge to successfully complete this crucial process for the city. Increasingly large amounts of staff resources from our Finance, Assessor and Information Technology departments have been required to produce accurate tax bills from our ERP system and to meet the tight timeline of mailing tax bills by mid-December. We are also currently reliant on the software vendor's programming and responsiveness. Our experience over the last few years has become a greater concern. The City of Brookfield had similar issues with Tyler and switched to the County in 2024. Our plan is to switch to the same process that they are currently using successfully.

Taxpayers would still pay all three installments here at City Hall and would not notice a change in the process. Information would be uploaded daily to the County website to keep their records up to date, currently we only upload the information 5 times a year.

FISCAL IMPACT:

The County would charge the city a per parcel fee for this service. The 2025 rate was \$1.91 which would calculate out to a charge of \$29,830. If the City were to contract with Waukesha County, we would also need to purchase software for a new tax collection/receipting system. The County has worked with various municipalities to select a vendor, Banyon, for this. There would be a one-time cost of \$7,000 and an annual support fee of \$895. The City would terminate the support fees we pay to our current software vendor for the tax collection module to offset some of these costs.

RATIONALE:

Waukesha County currently provides property tax billing services to 35 of the 37 municipalities within our county. The county has dedicated technology and staffing resources as well as a proven process to generate property tax bills accurately and timely.

This is an opportunity for intergovernmental cooperation with a proven process that has been successfully utilized by most of the other municipalities in the county. The City would be able to more efficiently generate accurate and timely property tax bills. Contracting would address the succession planning considerations of this specialized knowledge area and also address software concerns.



Department of Finance
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-5097

(262) 797-2448
Fax (262) 786-6121
www.newberlin.org

August 26, 2015

TO: Mayor Ament, Common Council

FROM: Ralph Chipman
Finance Director

ISSUE: 2026 Budget

REQUESTED:

Apply proceeds from the sale city property to debt service payments in the 2026 Budget.

BACKGROUND:

In October of 2024 the city sold a parcel of land connected to the Activity & Recreation Center for development as Nice Bites. The council directed at the time that the proceeds be applied to debt service payments on the recreation center. Debt service payments on the Rec center in 2026 are \$1.4 million.

FISCAL IMPACT:

\$189,937

RATIONALE:

The city is working to close a projected budget gap for 2026. With no specific direction on how to apply these proceeds, other than to debt service, next year would be an opportune time.

RESOLUTION NUMBER 2025-18

A RESOLUTION AMENDING THE 2025 CAPITAL PROJECTS BUDGET

WHEREAS, the bids for the Malone Park project came in significantly under the projected budget amount. It is fiscally prudent for the City to downsize the borrowing to the amount that is necessary.

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

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:

REVENUES - Decrease

04011800-49505-C2025	BOND PROCEEDS	\$1,000,000
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EXPENDITURES – Decrease

04252900-61118-C2025	MALONE PARK – STRUCTURES & TRAIL	\$ 1,000,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in The Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 26th day of August 2025.

David Ament, Mayor

Countersigned:

Rubina R Medina, City Clerk

**-RESOLUTION NO. 2025-15-
RESOLUTION OF ELIGIBILITY FOR EXEMPTION
FROM THE 2025 COUNTY LIBRARY TAX LEVY FOR 2026 PURPOSES**

WHEREAS, The City of New Berlin seeks an exemption from the county library tax and must submit a Notice of Exemption to the Bridges Library System; and

WHEREAS, Pursuant to §43.64 Wisconsin Statutes, in order to obtain an exemption from the 2025 County library levy for 2026 purposes, the City of New Berlin must certify that during budget year 2026, its library will be provided and be allowed to expend no less than the County rate in the prior year; and

WHEREAS, Pursuant to state law, listed funding must be only from municipal sources, not the entire library budget and reported amounts must exclude fines, fees and other revenues and capital expenditures are excluded as well; and

WHEREAS, Said Notice of Exemption must be supported by a duly enacted ordinance or resolution of the governing body of the City of New Berlin.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of New Berlin does hereby pledge that it will appropriate and allow the library to tax at a rate of at least \$0.000201512 per \$1,000 of equalized valuation.

BE IT FURTHER RESOLVED That the Mayor is authorized to sign and submit the Notice of Exemption in the name of the City to the Bridges Library System.

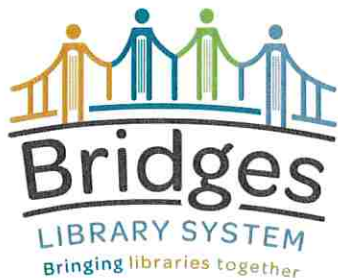
Dated at New Berlin, Wisconsin this 26th day of August 2025.

APPROVED:

David A. Ament, Mayor

Countersigned:

**Kenneth A. Harenda II
Common Council President**



741 N. Grand Ave., #210
Waukesha, WI 53186

P 262.896.8080
W bridgeslibrarysystem.org

To: Chief Elected Officials/Administrators in Municipalities with Libraries, Library Directors
From: Brittany Larson, Bridges Library System Director
Re: Waukesha County Library Tax Exemption Notice
Date: August 15, 2025

Annually, Waukesha County sets a special levy for library services. The funds are distributed to public libraries to compensate them for use by non-residents of their communities. State law (ss. 43.64(2) Wisc. Statutes) provides that municipalities with libraries may avoid double taxation and exempt themselves from this special levy if they meet certain conditions:

- Exempting library municipalities must levy and expend an amount equal to or greater than the mill rate set by Waukesha County in the preceding year with the exception of joint libraries whose participating municipalities have an alternate option for exempting which is to levy and expend an amount not less than the average of the previous 3 years (ss.43.64 (2)(c)).
- Exempting library communities are required to provide written notification to the county annually.
- The County Code requires that the notification be from the **local governing body** rather than from the clerk alone.
- The County Code also requires a deadline of September 30 so that the County Executive Budget available to supervisors and the general public can properly reflect the county library taxation levels in the Adopted Budget in November.
- Exempting communities must also have a library that meets or exceeds minimum service levels and quality assurance standards (included in the Waukesha County Library Services Plan and formally adopted by the Waukesha County Board of Supervisors in 2022) which are certified by the library board. (The libraries have already received their standards certification letters.)

If you would like to exempt your municipality from the Waukesha County library tax, the form (on page 2), ***Request for Exemption from Waukesha County Library Levy 2025 Tax for 2026 Purposes*** must be completed, approved by the municipality's governing body, signed, and returned to Bridges Library System no later than September 30, 2025. A copy of your adopted municipal ordinance or resolution certifying that your library appropriation meets or exceeds the requirements is also required. Email submission is acceptable as long as the form includes the actual signature.

Thank you for providing library services to our citizens. Strong libraries build strong communities and your commitment to support your library is vital and valued!

**Request for Exemption from Waukesha County Library Levy
2025 Tax for 2026 Purposes**

Name of Community: NEW BERLIN

Name of library: NEW BERLIN PUBLIC LIBRARY

We recognize that, pursuant to 43.64 of Wisconsin Statutes, to obtain an exemption from the 2025 county library levy for 2026 purposes, the municipality must certify that during budget year 2026, its library will be provided and be allowed to expend no less than the county library tax rate in the prior year, \$0.201512 per \$1,000 Equalized Value.

In the case of a joint library, an alternate exemption option exists pursuant to ss 43.64 (2) (c). Under this language, each participating municipality in the joint library has the option to certify that during its budget year 2026, the library will be provided and allowed to expend no less than the average of the funding levels of the previous 3 years.

We further recognize that, pursuant to state law, listed funding must be only from municipal sources, not the entire library budget. Reported amounts must exclude fines, fees, and other revenues. Capital expenditures are excluded as well.

I am authorized to certify that the governing body of the municipality has enacted an ordinance or resolution pledging that it will appropriate and allow the library to expend no less than a rate of \$0.201512 per \$1,000 of the actual state Equalized Value amount for the community that was published by the state on August 15, 2025 or, in the case of a joint library whose municipality may choose this option, that the participating municipality will appropriate and allow the library to expend no less than the average of the funding levels of the previous 3 years.

The community meets its requirement stated above and is therefore eligible for exemption from the 2025 Waukesha County library levy.

Name and Title of Person filling out this form:


Signature


Date

This form, along with a copy of the municipal resolution/ordinance, must be filed no later than September 30, 2025.

Send to:

Bridges Library System

741 N. Grand Avenue, Suite 210

Waukesha, WI 53186

Or email to blarson@bridgeslibrarysystem.org



REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Greg Kessler, Director of Community Development

DATE: August 18, 2025

ISSUE: Theodore Balistreri with PLM III, LLC has filed a petition to rezone the property located at 21040 W. Lincoln Avenue (Tax Key #: 1176.993) from B-2 & C-2 to M-1 & C-2.

REQUESTED: Recommend to the Common Council that a Public Hearing be set for **October 6, 2025** at 6:00 pm to be held before the Plan Commission to rezone the property located at 21040 W. Lincoln Avenue (Tax Key #: 1176.993) from B-2 & C-2 to M-1 & C-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.



Office of the City Clerk

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.NewBerlinWI.gov

REQUESTED ACTION STATEMENT

DATE: July 28th 2025
TO: Mayor Ament and Common Council
FROM: Joe Stribl- Alderman 5th District

ISSUE:

With Halloween falling on a Friday the 31st, and the current ordinance that states the last Saturday in October. This would put Trick-or-Treating on October 25th.

REQUESTED:

I respectfully request that the Common Council make a change to allow Trick or Treat to be held on either Friday, October 31st, or Saturday, November 1st, 2025, to keep it as close to Halloween as possible.

FISCAL IMPACT:

There are no anticipated budget impacts.

REQUESTED ACTION STATEMENT

DATE: September 3, 2025

TO: Common Council

FROM: Mayor Ament
Melissa Beck, Human Resource Director
Ralph Chipman, Finance Director

REQUESTED ACTION:

Recommendation to Council to authorize the City of New Berlin's health plan to transition from a fully-insured platform to a self-insured platform for the 2026 Budget Year.

FISCAL IMPACT:

In becoming self-insured, the City will be responsible for all the claims costs for the members on the health plan. The City will secure the specific stop loss and the aggregate stoploss reinsurance coverage, however there is always a risk that claims may exceed the projected budget in any given year should the City have an excessive amount of high-cost claimants or a critical illness or injury. Although there is risk to the City, the move to self-insured creates long term financial sustainability.

RATIONALE:

The City of New Berlin has been fully insured since inception. With the increasing costs of providing competitive benefits and the inability to control costs under a fully insured platform, the City needed to evaluate other options for providing health coverage for employees. A self-funded health plan allows the City to manage claims and costs thus allowing us to better manage the fiscal impact to the budget moving forward while still providing a competitive benefits package to employees.

ATTACHMENTS:

Self-Funding Presentation



City of New Berlin Self-Insured

August 2025



Why Are We Looking at Self-Insurance?

Top Performing Health Plans take control of their spend by financing their own risk.

- **Claims vs Premium**

- Fully insured premiums have had little correlation with actual claims and continue to rise.
- CNB has consistently experienced higher-than-target loss ratios.
- CNB has “won” at this game for the last several years.
- A premium reconciliation is coming, and CNB needs to be prepared. Early projections indicate as high as 32% for 2026.
- Self-Funding means paying for actual claims, not forecasted risk and insurance carrier profit margins
- Long-term savings potential when the risk of the group is addressed.
- Data suggests there are significant intervention points that can’t be addressed without unbundling the fully-insured structure.

Goals for Moving Self-Insured

- **Cost Savings** – Claims are the driving cost to any medical and prescription plan. Lowering claims through cost management drivers saves the City and its' employees.
- **Customization** - Benefits that fit our needs.
- **Cash Flow Management** – Funds are not tied up in fixed premiums. Claims are paid when they actually incur.
- **Transparency** – Detailed insights and reporting based on the City's own spend. Additional programs can be pinpointed to exactly what the plan needs without wasting money on programs that will not realize improved health and savings to all.
- **Regulatory Flexibility** – Not required to follow state mandates for health care. Only Federal regulations like ERISA must be followed.
- **Wellness and Prevention** – When promoting wellness programs under a Self-Funded health plan the City will realize real savings. Currently UHC sees those savings and is not required to pass those on at renewal.
- Ensure the City continues to provide a competitive benefits package.
- Reduce health care costs so they are sustainable, and more funds are available for operational resources.

Third Party Administrator (TPA)

UMR's Role as the City's Third-Party Administrator (TPA)

- Administers the City's self-funded health plan on behalf of the employer
- Processes and pays medical claims according to the plan's benefit design
- Manages provider network access (leveraging UnitedHealthcare's national network)
- Handles eligibility, enrollment, and member services support
- Coordinates pre-certifications, utilization management, and medical review services
- Provides online tools, reporting, and analytics to track plan performance
- Supports compliance with federal and state health plan regulations
- Works with the City and other vendors (PBM, wellness, etc.) to ensure smooth plan integration

Why UMR vs UHC?

- Keeps UHC's network -Employees still get the same broad provider access through the UnitedHealthcare Choice/Choice Plus network
- Greater flexibility -UMR can work with best-in-class vendors for pharmacy, wellness, stop-loss, and disease management instead of being locked into UHC's in-house options.

Viable Options:

Fully Insured:

- UHC Fully Insured
- Anthem
- Network Health

Third Party Claims Administrator (TPA)

- UHC
- UMR
- Anthem

Pharmacy Benefit Manager (PBM) & Specialty Drug Program

ServeYouRx (PBM)

- Administers the City's prescription drug benefit
- Processes pharmacy claims and manages the retail and mail-order pharmacy network
- Provides formulary management, clinical review, and prior authorization services
- Offers transparent, pass-through pricing with clear reporting on drug spend and rebates
- Dedicated account management and member support for pharmacy questions

ShaRx (Specialty Drug Oversight)

- Identifies and sources high-cost specialty medications through alternative funding channels
 - Manufacturer Patient assistance programs
 - International Pharmacies
 - Copay cards
 - Foundations
- Works to secure manufacturer assistance programs, grants, and foundation support
- Reduces or eliminates plan and member cost for qualifying specialty drugs
- Coordinates with ServeYouRx to ensure seamless claims handling and compliance

Combined Value

- ServeYouRx manages all day-to-day pharmacy needs
- ShaRx targets big-ticket specialty costs that drive the majority of pharmacy spend
- Improves affordability, transparency, and plan sustainability without reducing member access

Viable Options:

Prescription Benefit Manager (PBM)

- ServeYou
- TrueRx
- Optum
- Maxor

Specialty Drug Programs

- ShaRx
- ARORx

Stoploss

Stop-Loss Insurance: Protecting the City's Health Plan

Purpose -Financial safety net for the City's self-funded health plan

How it works:

- **Specific Stop-Loss:** Protects against unusually large claims from any one member (e.g., major surgery, cancer treatment)
- **Aggregate Stop-Loss:** Caps the City's total annual claims liability across all members

Why it matters -Prevents catastrophic or unexpected claims from jeopardizing the City's budget

Status:

- Budgeted amount is in projection based on preliminary quotes and plan history
- Final stop loss rates will be locked in this fall once updated claims data is available
- Leading provider is SunLife.

Viable Options:

- Berkely Captives
- Sunlife
- Voya
- Maverick/Nationwide
- Optum

Employee Plan Design Changes

Plan design changes shift 100% HSA funding and HRA to the plan design.
In addition, family deductible and out of maximum moving from embedded to non-embedded.

Current Plan Design

Single Deductible / OOP Max

UHC Deductible	\$7,000
HRA Contribution	\$3,700
HSA Contribution	\$1,600
Net Deductible/OOP Max	\$1,700

Family Deductible / OOP Max

UHC Deductible	\$14,000
HRA Contribution	\$7,400
HSA Contribution	\$3,200
Net Deductible/OOP Max	\$3,400

2026 Proposed Plan Design

Single Deductible / OOP Max

Plan Deductible	\$2,000
HRA Contribution	\$0
HSA Contribution	\$300
Net Deductible/OOP Max	\$1,700

Family Deductible / OOP Max

Plan Deductible	\$4,000
HRA Contribution	\$0
HSA Contribution	\$600
Net Deductible/OOP Max	\$3,400

Cost Implications

Total Funding	2025	Estimated 2026 Fully Insured	Estimated 2026 Self-Insured
Fully Insured Premium	\$3,261,676	\$4,501,556	
Self-Insured Budget			\$4,460,083
HSA	\$515,200	\$483,000	\$96,600
HRA	\$644,000	\$684,760	
Annual Funding	\$4,420,876	\$5,669,316	\$4,556,683
<i>\$ Change from current</i>		\$1,248,440	\$135,807
<i>% Change from current</i>		28.2%	3.1%

*Anticipated 2026 UHC renewal is projected at their target loss ratio of 80%. CNB has exceeded that all three years with UHC.

Employee Premiums

Total Premium	2025	Estimated 2026 Self-Insured	2025 to 2026 % Change
Single	\$854.14	\$940.47	10%
Family	\$2,224.18	\$2,445.22	10%

Employee Premium	2025	% of Total	Estimated 2026 Self-Insured	% of Total	2025 to 2026 % Change
Single	\$128.12	15%	141.07	15%	10%
Family	\$333.63	15%	\$366.78	15%	10%

**3.1% to 10% change in rates is because HSA contributions are not part of rate calculation. HSA contributions will decrease because of plan design adjustments.*

Overall Recommendation

- In order to implement a self-insured health plan for the City we would need to begin the process no later than September 15th. The City is requesting that Council approve the transition from a fully insured health plan to a self-funded health plan for the City of New Berlin for the 2026 fiscal year.

QUESTIONS?

Thank you!

REQUESTED ACTION STATEMENT

DATE: September 3, 2025

TO: Common Council

FROM: Mayor Ament
Melissa Beck, Human Resource Director
Ralph Chipman, Finance Director

REQUESTED ACTION:

Recommendation to Council to accept the Liability Proposal from Cities and Villages Mutual Insurance Company (“CVMIC”) at the increased self-insured/aggregate retention of \$75,000/\$300,000 and agree to continue its membership in CVMIC for policy years 2026-2028 based on the premium guarantee by CVMIC for said policy years.

FISCAL IMPACT:

Increasing the SIR and Aggregate Retention levels will provide savings on the premium, however, there the City’s exposure is higher at the time of a claim. Although there is risk to the City, the historical data shows this is minimal.

RATIONALE:

The City of New Berlin was one of the founding municipalities of CVMIC. We have enjoyed a valuable partnership with CVMIC who not only provides our liability insurance, but also our recruitment and training site. We have had great success with them as our insurer.

ATTACHMENTS:

Self-Insured Retention Analysis
City of New Berlin CVMIC Liability Renewal Package – Policy Years 2026, 2027, 2028



Cities & Villages Mutual Insurance Company Self-Insured Retention Analysis

The analysis provided in the table below is intended to assist you in determining if additional risk (Higher SIR) should be considered based on your loss history and premium paid to CVMIC. The claim dollars/payments made within your SIR are only as good as your reporting of claim payments to CVMIC. If you do not believe that all of your claim payments have been submitted, then the analysis below should be adjusted.

Member:	New Berlin, City of
----------------	---------------------

Claims Valued as of:	June 2025
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Year	Current SIR	Premium @ SIR	Claim \$ in SIR	Next Level SIR	Premium @ Next Level SIR	Claim \$ in Next Level SIR
2015	\$ 50,000	\$ 124,016	\$ -	\$ 75,000	\$ 116,575	\$ -
2016	\$ 50,000	\$ 126,496	\$ -	\$ 75,000	\$ 118,906	\$ -
2017	\$ 50,000	\$ 132,587	\$ 10,305	\$ 75,000	\$ 124,632	\$ 10,305
2018	\$ 50,000	\$ 135,901	\$ -	\$ 75,000	\$ 127,747	\$ -
2019	\$ 50,000	\$ 140,618	\$ 23,235	\$ 75,000	\$ 132,181	\$ 23,235
2020	\$ 50,000	\$ 143,430	\$ 130,000	\$ 75,000	\$ 134,824	\$ 180,000
2021	\$ 50,000	\$ 148,449	\$ -	\$ 75,000	\$ 139,542	\$ -
2022	\$ 50,000	\$ 151,418	\$ 100,000	\$ 75,000	\$ 142,333	\$ 100,000
2023	\$ 50,000	\$ 155,706	\$ 40,000	\$ 75,000	\$ 146,364	\$ 40,000
2024	\$ 50,000	\$ 158,820	\$ -	\$ 75,000	\$ 149,291	\$ -

Total Cost @ Current SIR:	\$ 1,720,981
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Total Cost @ Next Level SIR:	\$ 1,685,934
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10 Year Savings/Loss:	\$ 35,046
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Note: Total Cost = Premium + Claim \$ in SIR

SIR Analysis - Total Cost Per Year			
Year	Total Cost @ Current SIR	Total Cost @ Next Level SIR	Additional Cost/Savings
2015	\$ 124,016	\$ 116,575	\$ 7,441
2016	\$ 126,496	\$ 118,906	\$ 7,590
2017	\$ 142,892	\$ 134,936	\$ 7,955
2018	\$ 135,901	\$ 127,747	\$ 8,154
2019	\$ 163,853	\$ 155,416	\$ 8,437
2020	\$ 273,430	\$ 314,824	\$ (41,394)
2021	\$ 148,449	\$ 139,542	\$ 8,907
2022	\$ 251,418	\$ 242,333	\$ 9,085
2023	\$ 195,706	\$ 186,364	\$ 9,342
2024	\$ 158,820	\$ 149,291	\$ 9,529
Total	\$ 1,720,981	\$ 1,685,934	\$ 35,046

ATTACHMENT ONE



City of New Berlin Public Entity Liability Renewal Package Policy Years 2026, 2027, 2028

CVMIC Public Entity Liability Policy Overview

Coverages: General Liability, Auto Liability, Public Officials Liability & Law Enforcement Liability

Self-Insured Retention (SIR): Indicates the Member's amount of Risk Retained **per Occurrence**

Coverage Limit: \$10,000,000 per Occurrence Excess Self-Insured Retention (SIR)

Annual Aggregate Retention: Four (4) Times Selected Self-Insured Retention per Policy Period

City of New Berlin Renewal Options

Current Retention Level (Option 1)			Next Retention Level (Option 2)		
Per Occurrence SIR: \$50,000			Per Occurrence SIR: \$75,000		
Annual Aggregate Retention: \$200,000			Annual Aggregate Retention: \$300,000		
Policy Year	Adopted Premium Range		Policy Year	Adopted Premium Range	
2026	\$170,526		2026	\$160,294	
2027	\$177,059	\$180,897	2027	\$166,436	\$170,043
2028	\$184,141	\$191,750	2028	\$173,093	\$180,245

NOTE: The premiums stated above are based on an expected number of renewals and are subject to review. With that qualification, the premiums are guaranteed for the three-year policy period of 2026, 2027 and 2028.

Please contact Ben Hoverson (benh@cvmic.com) or Ben Rank (benr@cvmic.com) if you would like to discuss your SIR Analysis in greater detail to determine if moving to the "Next Retention Level" may be appropriate.

ATTACHMENT ONE

ACCEPTANCE

The **City of New Berlin** agrees to continue as a member of CVMIC for the policy years 2026, 2027 and 2028 as outlined in **Option 1** _____ (\$50,000) [or] as outlined in **Option 2** _____ (\$75,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this _____ day of _____, 2025.

City of New Berlin

By _____
Signature

Its _____
Title



Please email signed PDF to: benh@cvmic.com