



# Common Council Meeting Agenda

February 10, 2026 - 6:05 PM  
(Following the Committee of the Whole Meeting)  
City Hall Council Chambers

Published: 2/6/26

## 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. January 27, 2026, Common Council Meeting Minutes

### 5. REPORTS

A. City Clerk

B. Council President

C. Mayor

### 6. COMMUNICATIONS

### 7. PLAN COMMISSION

A. Discussion and possible recommendation to the Common Council approval of (7) KW RZ-2502434 Dianne Keller – 3820 S. Woelfel Road (Tax Key #: 1216.999.003) and adoption of Ordinance 2716 that approves the rezoning from A-1 & C-1 to A-2, R-1/R-2 & C-1.

*Suggested motion: "I move to approve Ordinance 2716 that approves the rezoning of the property located at 3820 S. Woelfel Road from A-1 and C-1 to A-2, R-1/R-2, and C-1, as unanimously recommended by the Plan Commission on February 2, 2026."*

B. Discussion and possible action to recommend to Common Council approval of (7) KW LD-2502436 Dianne Keller - 3820. S. Woelfel Rd (Tax Key #: 1216.991.003) - 3-Lot Certified Survey Map.

*Suggested motion: "I move to approve a 3-Lot Certified Survey Map for the property located at 3820 S. Woelfel Road, as unanimously recommended by the Plan Commission on February 2, 2026."*

C. Discussion and possible action to recommend to Common Council approval of (3) NJ LD-2502502 John Spitz with Western Contractors Inc. - 2445 S. 179th Street (Tax Key #: 1185.990) & 2345 S. 179<sup>th</sup> Street (Tax Key #'s: 1185.994 & 1185.991) - 1-Lot Certified Survey Map.

**Suggested motion:** "I move to approve a 1-Lot Certified Survey Map for the properties located at 2445 S. 179th Street and 2345 S. 179th Street, subject to the application, plans, and conditions on file, as unanimously recommended by the Plan Commission on February 2, 2026."

## 8. UTILITY COMMITTEE

- A.** UT 01-26 Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project.

**Suggested motion:** "I move to approve a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project, as recommended by the Utility Committee on January 27, 2026."

- B.** UT 02-26 Recommend to the Common Council to approve the Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in the total project cost of \$45,751.00.

**Suggested motion:** "I move to approve a Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in the total project cost of \$45,751.00., as recommended by the Utility Committee on January 27, 2026."

- C.** UT 03-26 Recommend to the Common Council to award the Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program.

**Suggested motion:** "I move to approve the awarding of a Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program, as recommended by the Utility Committee on January 27, 2026."

- D.** UT 04-26 Recommend to the Common Council to award the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00.

**Suggested motion:** "I move to approve the awarding of the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00, as recommended by the Utility Committee on January 27, 2026."

- E.** 05-26 Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

**Suggested motion:** "I move to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01, as recommended by the Utility Committee on January 27, 2026."

- F.** UT 06-26 Discussion and possible recommendation to the Common Council to approve the Temporary Watermain Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

**Suggested motion:** "I move to approve the Temporary Watermain Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01, as recommended by the Utility Committee on January 27, 2026."

- G. UT 07-26 Discussion and possible recommendation to the Common Council to approve the Quit Claim Deed for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21.

*Suggested motion: "I move to approve the Quit Claim Deed for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21, as recommended by the Utility Committee on January 27, 2026."*

- H. UT 08-26 Recommend to the Common Council the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline.

*Suggested motion: "I move to approve the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline, as recommended by the Utility Committee on January 27, 2026."*

**9. DEFERRED, REFERRED & TABLED ITEMS**

**10. ITEMS REMOVED FROM CONSENT AGENDA, if any**

**11. 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.*

**12. MINUTES**

- A. January 27, 2026, Committee of the Whole Meeting Minutes

**13. UTILITY & FINANCE**

- A. Discussion and possible recommendation to the Common Council to approve the February 11, 2026, Water Utility claims in the amount of \$159,295.33, Sewer Utility claims in the amount of \$6,625.91, and General City claims in the amount of \$422,704.88, including City Water/Sewer/Storm bills EFT payments of \$17,517.82 and U.S. Bank EFT payments for 2025 invoices in the amount of \$40,409.74 and 2026 invoices in the amount of \$15,526.34. Tax overpayment checks totaling \$42,072.70 were also generated

**14. MISCELLANEOUS**

- A. Discussion and possible recommendation to the Common Council to approve the Homeland Security Investigations (HSI) Task Force Officer Memorandum of Understanding - ***This item was tabled at the January 27, 2026, Committee of the Whole Meeting***
- B. Discussion and possible recommendation to the Common Council to approve a lease agreement with Stigler Farms, LLC to farm 17 acres of City-owned land for the 2026 and 2027 growing seasons for the property located approximately at Tax Key #: 1180.999.004 (known as Milham Park)
- C. Discussion and possible recommendation to the Common Council to approve *the "renewal"* of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2026 and 2027 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997001)

**15. END CONSENT AGENDA-----**

**16. 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. Discussion re: Nik Clark v. City of New Berlin, Case No. 26-CV-159

**17. RECONVENE TO OPEN SESSION**

A. Discussion and possible action re: Nik Clark v. City of New Berlin, Case No. 26-CV-159

**18. ADJOURN**

**Additional Information**

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



# Common Council MEETING MINUTES

January 27, 2026 - 6:05 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 6:17 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 Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

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 the open meetings law.

### 4. APPROVAL OF MINUTES

A. January 13, 2026, Common Council Meeting Minutes

**MOTION:** Motion to Approve

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

### 5. REPORTS

A. City Clerk

No Report.

B. Council President

No Report.

C. Mayor

No Report.

6. **COMMUNICATIONS**

A. A claim submitted by Gary and Terri Benash was received by the City Clerk and forwarded to the City Attorney for review. No Action.

No Action.

7. **BOARD OF PUBLIC WORKS**

A. Discussion and possible recommendation to the Common Council to approve a Two-Party agreement with Waukesha County for the reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue), subject to final review as to form by the City Attorney and final plans on file.

**Suggested Motion:** *"I move to approve a Two-Party Construction Agreement for Reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue), subject to final review as to form by the City Attorney and final plans on file. This item was approved unanimously by the Board of Public Works on January 19, 2026."*

**MOTION:** Motion to Approve

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

8. **PARKS, BUILDINGS & GROUNDS COMMISSION**

A. UA-2600052 Matt Anderson on behalf of Matty's Bar and Grill - 5851 S. Sunny Slope Road - Temporary Use Approval for Matty's Bar and Grill to utilize the parking lot at the New Berlin Athletic Complex for overflow parking.

**Suggested Motion:** *"I move to approve the Temporary Use Approval for Matty's Bar and Grill to utilize the parking lot at the New Berlin Athletic Complex for overflow parking, as outlined in the agenda packet and approved unanimously by the Parks, Buildings & Grounds Commission on January 12, 2026."*

**MOTION:** Motion to Approve

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

9. **SAFETY COMMISSION**

- A. **26-1:** A resident has requested consideration of “No Parking” signs on the west side of 124<sup>th</sup> Street, north of Beloit Road, due to hazards created from vehicles exiting the Varsity Club parking lot.

**Suggested Motion:** *“I move to approve the addition of two 'No Parking' signs on 124th Street to be installed on the west side of the road, between the south side of the driveway for 4387 S. 124th Street and the north side of The Varsity Club parking lot. This was unanimously approved by the Safety Commission on January 14, 2026.”*

**MOTION:** Motion to approve

**VOTE:** Motion by: Kroupa  
Second by: La Fever  
Motion Passed: 7-0

**10. SAFETY SATURDAY**

- A. Discussion and possible action on a recommendation to the Common Council to amend the Safety Saturday Committee By-Laws

**Suggested Motion:** *“I move to approve amending the Safety Saturday Committee Bylaws to change the regular meeting date to the second Monday of each month from January through June, or as needed, and to require that the election of Committee officers be held in January of each year, as unanimously approved by the Safety Saturday Committee on January 12, 2026.”*

**MOTION:** Motion to Approve

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

**11. DEFERRED, REFERRED & TABLED ITEMS**

**12. ITEMS REMOVED FROM CONSENT AGENDA, if any**

**13. 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: Alderperson Horbinski  
Second by: Alderperson La Fever  
Motion Passed 7-0

**14. MINUTES**

- A. January 13, 2026 Committee of the Whole Meeting Minutes

**15. UTILITY & FINANCE**

- A. Discussion and possible recommendation to the Common Council to approve Utility and Finance claims for checks dated January 28, 2026, including Water Utility claims in the amount of \$4,873.42 for 2025 invoices and \$113,412.88 for 2026 invoices; Sewer Utility claims in the amount of \$32,204.71 for 2025 invoices and \$387.06 for 2026 invoices; and General City claims in the amount of \$1,099,862.97 for 2025 invoices and \$512,835.61 for 2026 invoices

**16. MISCELLANEOUS**

- A. Discussion and possible recommendation to the Common Council regarding Ordinance No. 2717, amending Section 152-22 of the Municipal Code of the City of New Berlin relating to Secondhand Article Dealers
  
- B. Discussion and possible recommendation to the Common Council to approve a lease agreement with Stigler Farms, LLC to farm 14 acres of City-owned land for the 2026 and 2027 growing seasons for the property located approximately at 20425 W. Coffee Road (Tax Key #: 1219.088)
  
- C. Discussion and possible recommendation to the Common Council to approve the Homeland Security Investigations (HSI) Task Force Officer memorandum of Understanding
  
- D. Discussion and possible recommendation to the Common Council to approve the change from a Part-Time Parks Office Coordinator to a Full-Time Parks Office Coordinator
  
- E. Discussion and possible recommendation to the Common Council to approve Resolution 2026-02 reallocating Library budget funds from the Maintenance Contract account to Library Materials in the amount of \$775

**17. END CONSENT AGENDA-----**

**18. ADJOURN**

**MOTION:** Motion to Adjourn 6:25 PM

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

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

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# STAFF REPORT EXECUTIVE SUMMARY

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**APPLICANT/PROJECT:** Dianne Keller (Trustee) / Rezoning

**LOCATION:** 3820 S. Woelfel Road (Tax Key #: 1216.991.003)

**REQUEST:** Request to rezone the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 to A-2, R-1/R-2, and C-1.

**D.R.C. RECOMMENDATION:** Recommend to Common Council adoption of Ordinance # 2716 that approves the rezoning of the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 to A-2, R-1/R-2, and C-1.

**DETAILS IN ATTACHED STAFF REPORT:**

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

Meeting of February 2, 2026

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**Dianne Keller (Trustee) - Roger W & Marian A Woelfel Family Trust / Rezoning**  
**3820 S. Woelfel Road (Tax Key #: 1216.991.003)**

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**DATE STAFF REPORT PREPARED:** January 16, 2026

**APPLICANT / OWNER(S):** Dianne Keller (Trustee) / Roger W & Marian A Woelfel Family Trust

**REQUEST / DESCRIPTION OF PROJECT:** The applicant is requesting to rezone the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 to A-2, R-1/R-2 and C-1.

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 11/21/2025

**DATE OF COMPLETENESS DETERMINATION:** 11/24/2025

**PRE-APPLICATION CONFERENCE HELD:** Yes

Date(s) of Meeting(s): 9/16/2025

Site Visit: 12/16/2025

**CONCEPTUAL PLAN:** A 3-Lot CSM has been submitted (See File # LD-2502436).

**SIZE OF DEVELOPMENT / PARCEL(S):** 52.79 acres

**CURRENT ZONING:** A-1 (Agricultural District) & C-1 (Upland Resource Conservancy District)

**CURRENT LAND USE:** Agricultural & Single-Family Residential

**PROPOSED ZONING:** A-2 (Agricultural and Rural Holding District), R-1/R-2 (Rural Conservation Single-Family Residential District) & C-1 (Upland Resource Conservancy District)

**PROPOSED LAND USE:** Agricultural & Single-Family Residential

**PROPOSED LOT SIZES:** See File # LD-2502436

Lot 1            26.087 acres

Lot 2            17.494 acres

Lot 3            8.031 acres

**PROPOSED DENSITY:**

A-2            1 lot per 10 acres

R-1/R-2       1 lot per 5 acres

**ADJACENT ZONING AND LAND USE:**

North: Zoning: A-1 & C-1

Land Use: Agricultural

South: Zoning: R-1/R-2 & C-1

Land Use: Single-Family Residential

East: Zoning: A-1, C-1 & C-2

Land Use: Agricultural

West: Zoning: A-2

Land Use: Agricultural

**CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE:** Yes

**Chapter 12: Neighborhood B: West Lincoln Avenue & Western Area:** Yes, the concepts meet the intent of this Chapter.

***Vision:***

- *The area of New Berlin generally west of Calhoun Road should be a regional model of rural development. Any development shall occur as a mix of conservation development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood-oriented retail. Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.*

***Development Policies:***

- *Public sanitary sewer service shall not be extended into this area, with the exception of parcels designated to be within the Urban Service Area Boundary as amended by the City.*
- *While agricultural uses are encouraged to remain, it is recognized that the area may develop for residential conservation subdivisions. Residential uses shall be permitted and accommodated pursuant to these policies. As agricultural lands transition to residential developments, the subdivision design should incorporate farming and agriculture uses as viable open space options.*
- *Where development may occur, encourage rural open space subdivisions that preserve the rural character and sensitive natural areas. Regulations have been developed that require open spaces to be incorporated into these subdivisions, while allowing smaller lots to be clustered on lands most suited for development. Areas that are environmentally sensitive such as wetlands and recharge areas shall be established as priority areas for open space preservation.*
- *The allowable base density, before incentives or bonuses, is one dwelling unit per five acres for new developments, with a requirement that an applicant demonstrate the capability of providing private on-site wastewater treatments systems that satisfy County and State regulations. Applicants should refer to the City Zoning and Development Code for regulations relating to this standard.*
- *While it is recognized that State regulations for private on-site sewage treatment systems may evolve over time, it is the policy of the City of New Berlin that these possible changes do not affect this maximum allowable density.*
- *Explore and implement amenities that are consistent with a rural theme, such as equestrian facilities, trails, bed and breakfasts, nature preserves, parks, community gardens, agricultural businesses, and others.*

***Land Use***

- *Future Land Use Map: Country Residential*

**ZONING CODE (Chapter 275):** The lots meet the requirements in §275-32B(2), §275-33B(1), and §275-37B(3).

**DEVELOPMENT CODE (CHAPTER 235):** N/A

**REZONING REQUIRED:** Yes

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** Yes, a public hearing was held on 1/7/2026.

**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** No

**Site Plan Required:** Yes, see attached CSM.

**Architectural Review Required:** No

**PROPOSED ARCHITECTURE:** N/A

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** Yes, Secondary Environmental Corridor along the eastern property line.

**Wetland On Property:** No

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

**NRCS Map Classification:** Not Inventoried

**Floodplain:** Yes, there is an area of floodplain along the eastern property line, along the back of all 3 lots.

**Topography / Geologic:** The site slopes to the east.

**BIKE & PEDESTRIAN FACILITIES PLAN:** No improvements

**PARK & OPEN SPACE PLAN:** No improvements.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** N/A

**Wildlife Habitat Protection:** N/A

**Wildlife Management Plan:** N/A

**ENVIRONMENTAL IMPACT:** N/A

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

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** No

**Basin Capacity Available:** N/A

**Adequate Linkage:** N/A

**Onsite System Required:** Yes

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

**TRAFFIC IMPACT:** ITE Manual estimates the following for single-family development:

Weekday AM Peak – 0.77 trips per lot = 2 trips

Weekday PM Peak – 1.02 trips per lot = 3 trips

Weekend Peak – 0.93 trips per lot = 3 trips

**SCHOOL DISTRICT IMPACT:** 2 new lots x 0.46 students/lot = 1 estimated student

Elementary School (0.23 students/lot)

Middle School (0.11 students/lot)

High School (0.12 students/lot)

Notice Sent to Affected School District(s): No

**PREVIOUS ACTION:**

6/12/2012 Common Council approved rezoning from A-1 and C-1 to A-1, R-1/R-2, and C-1

6/12/2012 Common Council approved a 1-lot CSM

1/7/2026 Public hearing for proposed rezoning from A-1 and C-1 to A-2, R-1/R-2 and C-1  
(See File # RZ-2502434).

**CONSISTENCY WITH PREVIOUS ACTION:** N/A

**FINDINGS:**

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

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

The rezoning request is consistent with the Future Land Use Map in the City's Comprehensive Plan, which identifies this area as Country Residential.

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

Yes, the proposed rezoning is compliant. This property is not served by public sanitary sewer and water facilities.

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

Yes, the proposed development is compliant.

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

Yes, the proposed rezoning is compliant.

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

Yes, the proposed rezoning is compliant.

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

No, it will not be spot zoning and will be consistent with the Comprehensive Plan.

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

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

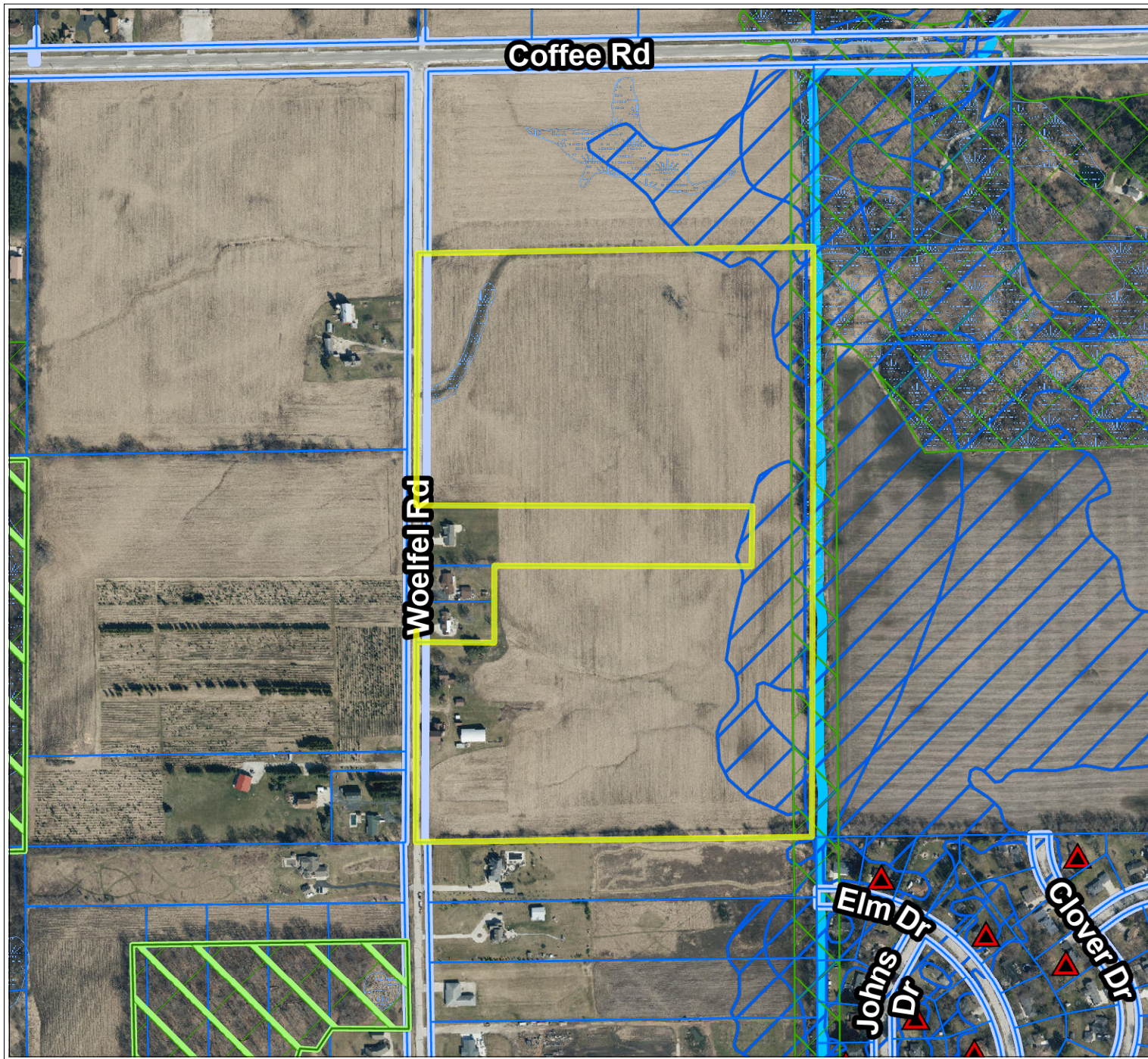
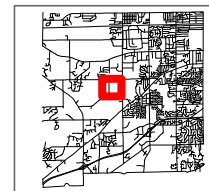
2. The applicant has simultaneously applied for a 3-Lot CSM (See File # LD-2502436).

**D.R.C. RECOMMENDATION:**

Recommend to Common Council adoption of Ordinance # 2716 that approves the rezoning of the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 to A-2, R-1/R-2, and C-1. **See Executive Summary.**

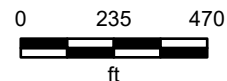
**ATTACHMENTS:**

Location Map  
Zoning Comparison Map  
CSM  
Draft Ordinance 2716



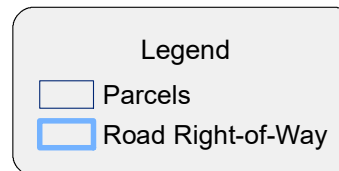
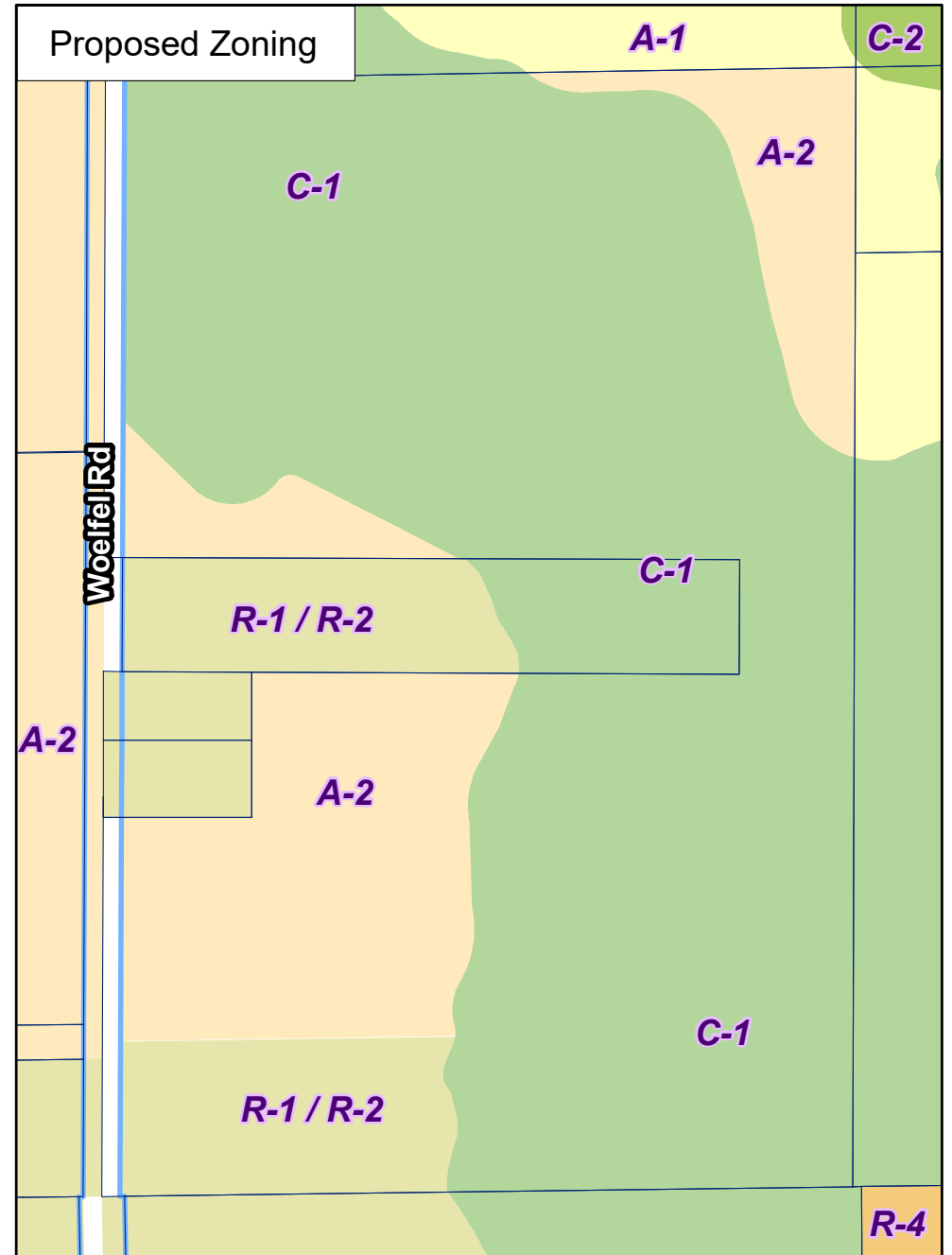
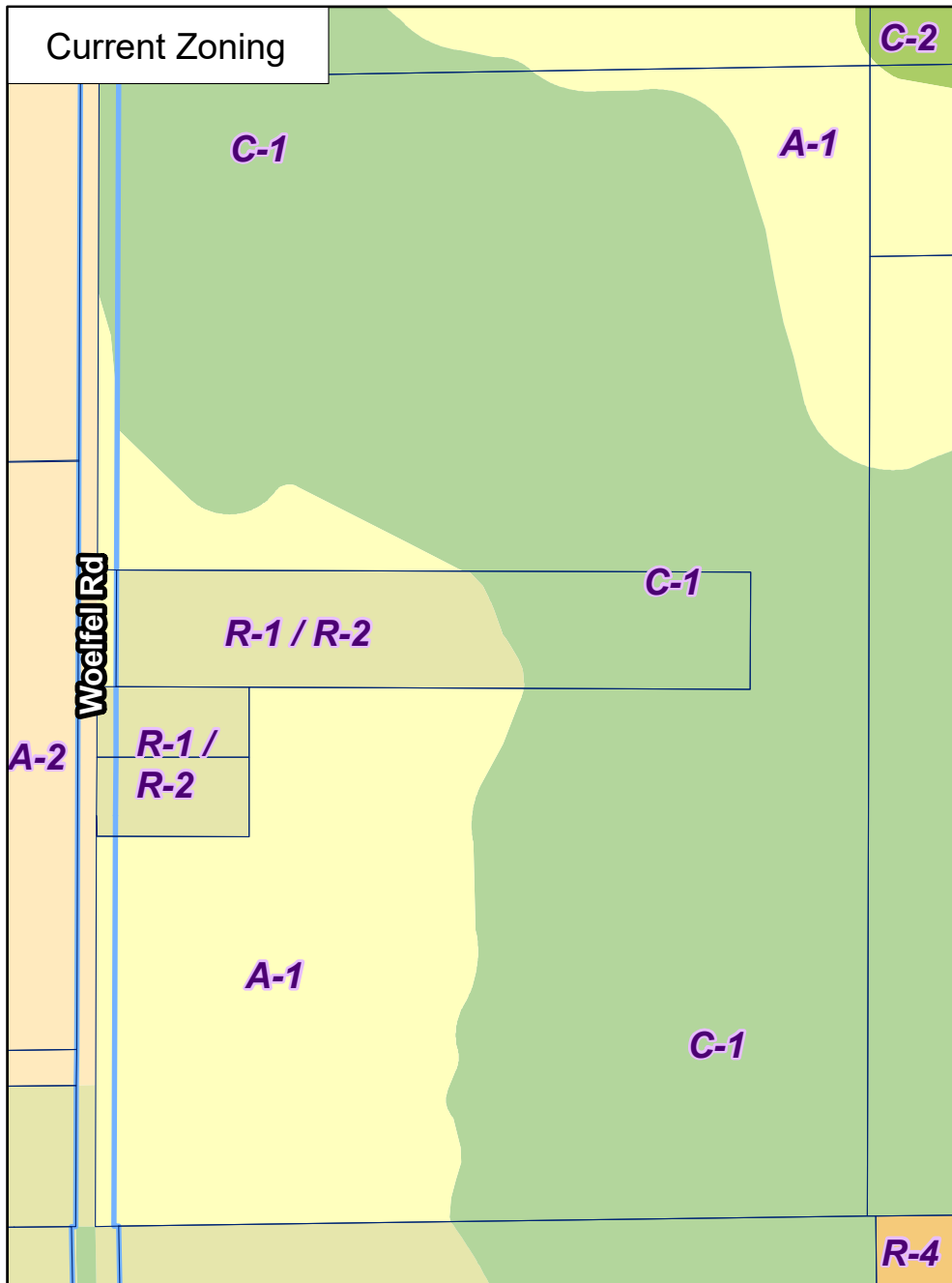
City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org

- |                              |                             |
|------------------------------|-----------------------------|
| Parcels                      | Wetland                     |
| Road Right-of-Way            | Zoning Wetland Registration |
| Conservation Easement        | Registered Wetland          |
| Environmental Corridor       | Outside Wetland             |
| <b>Floodplain FEMA DFIRM</b> |                             |
| FEMA DFIRM - Zone A          | Zoning Overlay              |
| FEMA DFIRM - Zone AE         | PUD                         |
| FEMA DFIRM - 0.2% Chance     | Special Conditions Apply    |
|                              | SPO                         |
|                              | Zoning Boundaries           |



Scale is estimate - not survey

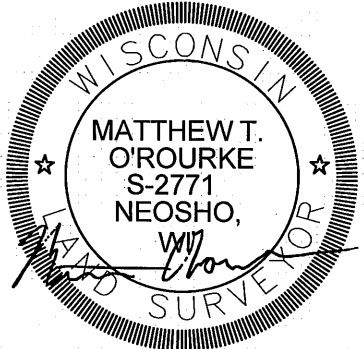
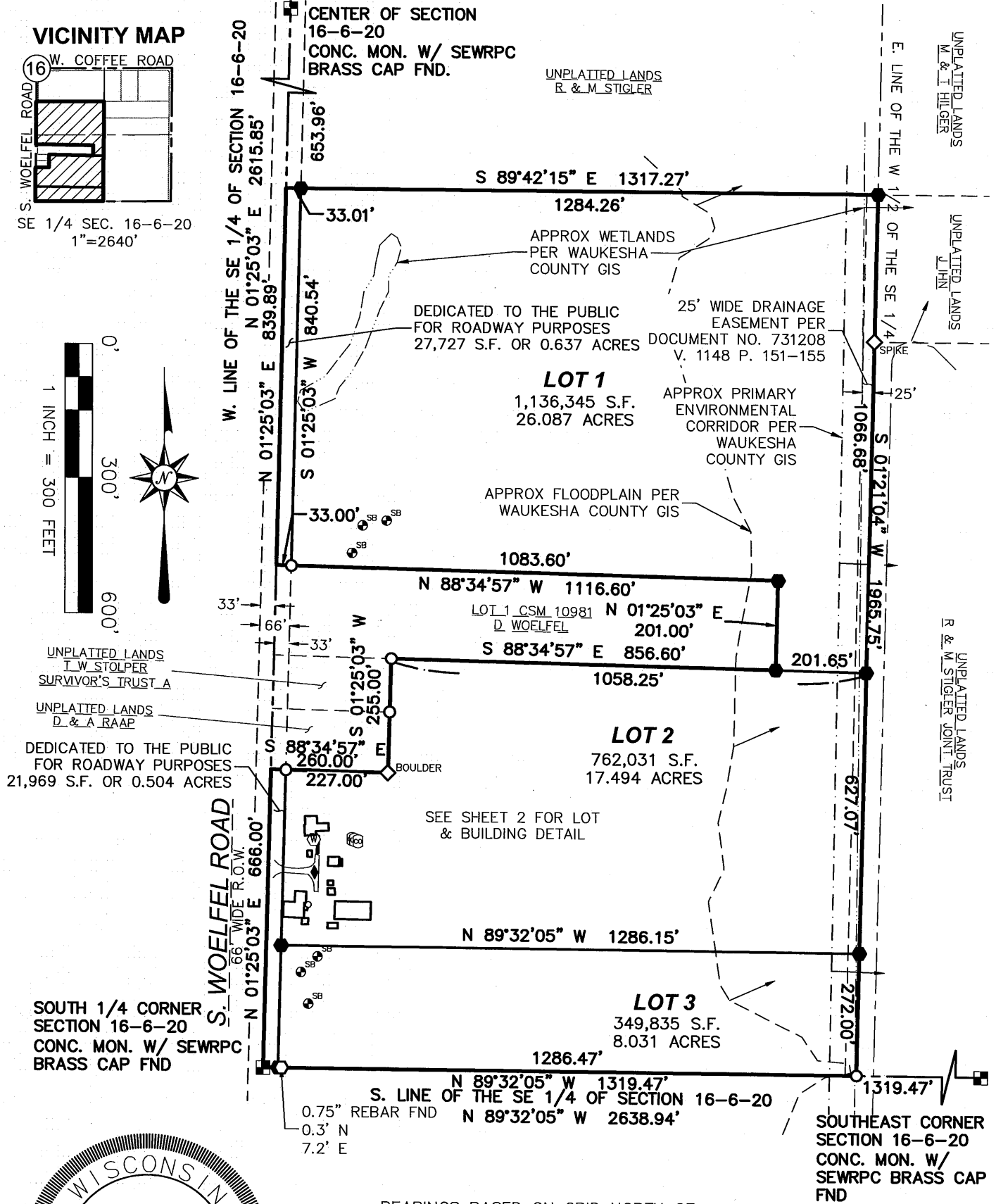
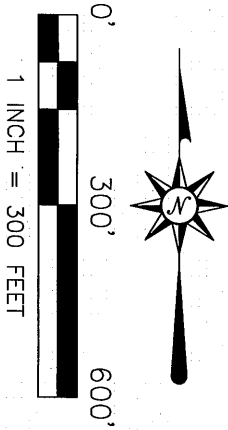
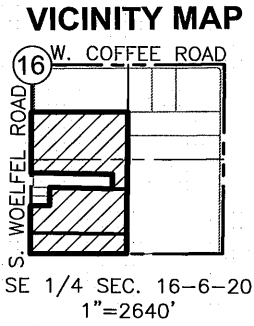
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PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO.

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN



PREPARED FOR:  
ROGER W & MARIAN A WOELFEL  
FAMILY TRUST  
1227 N JENKINS DR.  
OCONOMOWOC WISCONSIN, 53066

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

DATED 11/20/2025  
JOB# 25284  
SHEET 1 OF 5

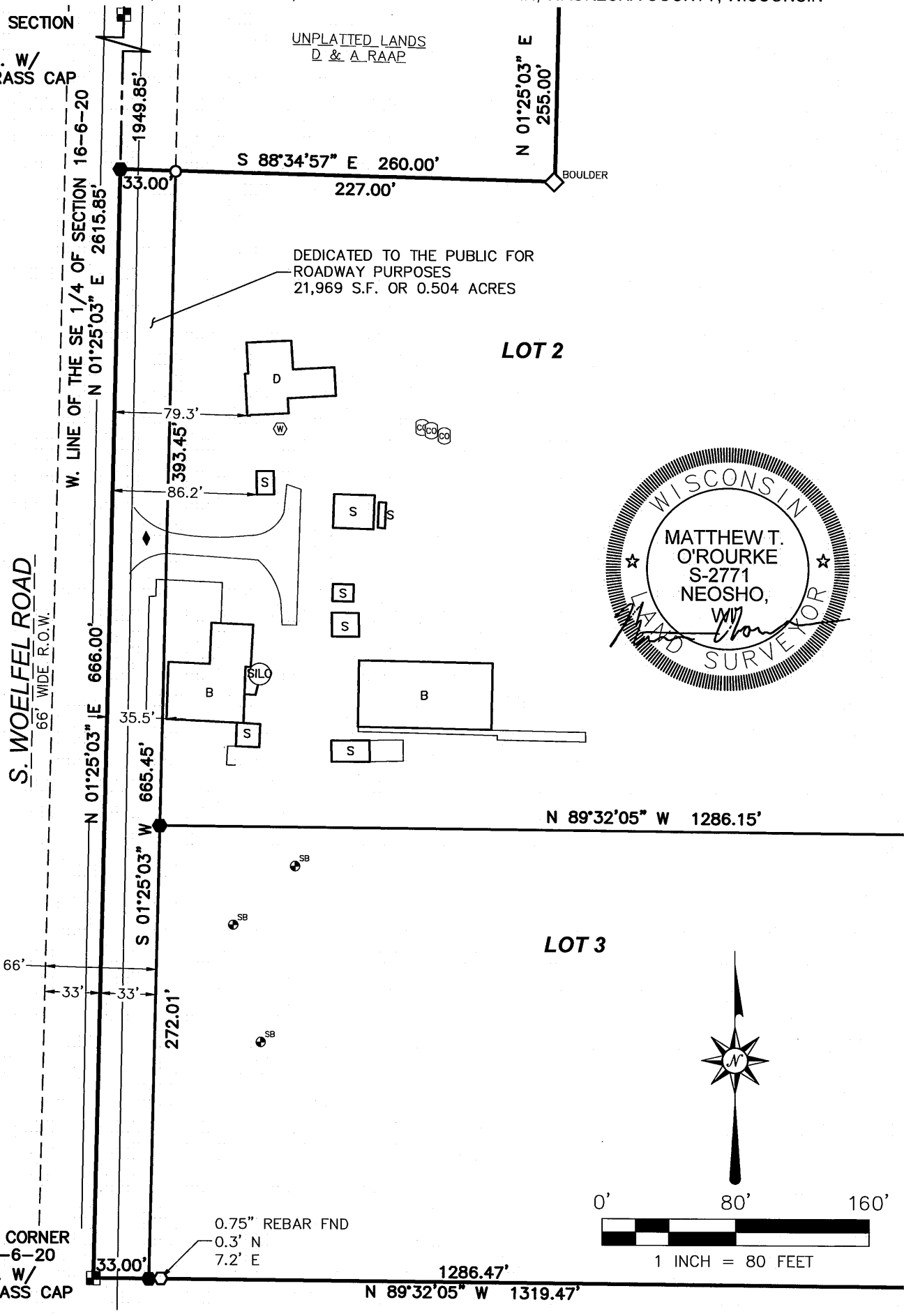
THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

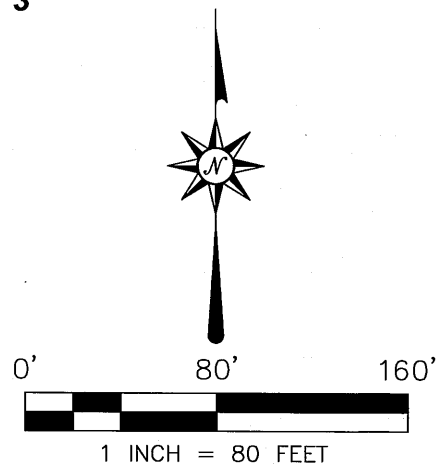
CENTER OF SECTION  
16-6-20  
CONC. MON. W/  
SEWRPC BRASS CAP

UNPLATTED LANDS  
D. & A. RAAP



SOUTH 1/4 CORNER  
SECTION 16-6-20  
CONC. MON. W/  
SEWRPC BRASS CAP  
FND

0.75" REBAR FND  
0.3' N  
7.2' E



**WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

**NOTES:**

- LOT 1 AND 2 ARE CURRENTLY ZONED A-1 & C-1 AND REQUIRE REZONING TO A-2.
- LOT 3 IS CURRENTLY ZONED A-1 & C-1 AND REQUIRES REZONING TO R-1/R-2.
- WETLANDS SHOWN ON PAGE 1 OF 5 OF THIS CSM ARE APPROXIMATE. THE CITY OF NEW BERLIN MAY REQUIRE A DELINEATION OF THE WETLANDS AT THE TIME OF A BUILDING PERMIT.
- LOT 2 ADDRESS IS 3820 S WOELFEL RD, NEW BERLIN WISCONSIN, 53151

**FLOODPLAIN/WETLAND/ENVIRONMENTAL CORRIDOR AREA RESTRICTIONS**

THOSE AREAS OF LAND WHICH ARE IDENTIFIED AS FLOODPLAIN, WETLAND, AND PRIMARY ENVIRONMENTAL CORRIDOR ON PAGE 1 OF 5 ON THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., WITHIN THE FLOODPLAIN PRESERVATION AREA IS PROHIBITED, AND WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED. THE REMOVAL OF ANY VEGETATIVE COVER THAT IS NECESSITATED TO PROVIDE ACCESS OR SERVICE TO AN APPROVED RESIDENCE OR ACCESSORY BUILDING, SHALL BE PERMITTED ONLY WHEN THE ACCESS OR SERVICE CANNOT BE LOCATED OUTSIDE OF THE FLOODPLAIN AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
2. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
3. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT SHALL BE PROHIBITED.
4. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

**LEGEND**

■	SECTION CORNER MONUMENT
○	FOUND 1" IRON PIPE OR NOTED
○	FOUND 3/4 REBAR" OR NOTED
●	SET 0.75" O.D. X 18" REBAR
	WEIGHING 1.502 LBS/FT.
⊕	WELL
⊕ <sup>SB</sup>	SEPTIC CLEANOUT
	SOIL BORE
◆	DRIVEWAY LOCATION
S	SHED
B	BARN
D	DWELLING
----	WETLANDS
----	FLOODPLAIN
----	PRIMARY ENVIRONMENTAL
	CORRIDOR



WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE 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 LAND BEING PART OF THE SOUTHWEST 1/4  
AND PART OF THE NORTHWEST 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN  
THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWN 6 NORTH, RANGE 20 EAST AND ALSO BEING  
THE POINT OF BEGINNING; THENCE N 01°25'03" E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID  
SECTION 16, 666.00 FEET; THENCE S 88°34'57" E, 260.00 FEET; THENCE N 01°25'03" E, 255.00 FEET TO THE  
SOUTH LINE OF LOT 1 CSM 10981; THENCE S 88°34'57" E ALONG THE SOUTH LINE OF LOT 1 CSM 10981,  
856.60 FEET TO THE SOUTHEAST CORNER OF LOT 1 CSM 10981; THENCE N 01°25'03" E ALONG THE EAST LINE  
OF LOT 1 CSM 10981, 201.00 FEET TO THE NORTHEAST CORNER OF LOT 1 CSM 10981; THENCE N 88°34'57" W  
ALONG THE NORTH LINE OF LOT 1 CSM 10981, 1116.60 FEET TO A POINT ON THE WEST LINE OF THE  
SOUTHEAST 1/4 OF SECTION 16; THENCE N 01°25'03" E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF  
SECTION 16, 839.89 FEET; THENCE S 89°42'15" E, 1,317.27 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 16; THENCE S 01°21'04" W ALONG THE EAST LINE OF THE WEST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 16, 1965.75 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF  
SECTION 16; THENCE N 89°32'05" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, 1,319.47  
FEET TO THE POINT OF BEGINNING.

DESCRIBED ALNDS HAVING AN AREA OF 2,297,907 SQUARE FEET OR 52.753 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE ROGER W & MARIAN A WOELFEL FAMILY TRUST  
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 WAUKESHA COUNTY AND THE CITY OF NEW BERLIN IN SURVEYING,  
DIVIDING, DEDICATING AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MATTHEW T. O'ROURKE, S-2771



WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

**OWNER'S CERTIFICATE:**

AS OWNERS WE THE ROGER W & MARIAN A WOELFEL FAMILY TRUST HEREBY CERTIFY THAT WE CAUSED SAID  
LANDS TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. WE 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\_\_\_\_\_.

\_\_\_\_\_  
DIANNE KELLER – TRUSTEE

STATE OF WISCONSIN )SS  
COUNTY OF \_\_\_\_\_)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, THE ABOVE NAMED ROGER  
W & MARIAN A WOELFEL FAMILY TRUST, 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 RIGHT-OF-WAY 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

**ORDINANCE NO. 2716**

Ordinance to rezone from A-1 (Agricultural District) & C-1 (Upland Resource Conservancy District) to A-2 (Agricultural and Rural Holding District), R-1/R-2 (Rural Conservation Single-Family Residential District) & C-1 (Upland Resource Conservancy District)

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

**SECTION I**

The City of New Berlin, having received a petition from Dianne Keller on behalf of the Roger W. & Marian A. Woelfel Family Trust to rezone the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 & C-1 to A-2, R-1/R-2 & C-1:

**AREAS TO BE REZONED FROM A-1 to A-2:**

UNPLATTED LANDS BEING PART OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, THENCE S 89°32'05" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH WOELFEL ROAD; THENCE N 01°25'03" E ALONG THE EAST RIGHT-OF-WAY OF SOUTH WOELFEL ROAD, 272.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 01°25'03" E ALONG THE EAST RIGHT-OF-WAY, 393.45 FEET; THENCE S 88°34'57" E, 227.00 FEET; THENCE N 01°25'03" E, 255.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 CSM 10981; THENCE S 88°34'57" E ALONG THE SOUTH LINE OF LOT 1 CSM 10981, 856.60 FEET TO THE SOUTHEAST CORNER OF LOT 1 CSM 10981; THENCE N 01°25'03" E ALONG THE EAST LINE OF LOT 1 CSM 10981, 201.00 FEET TO THE NORTHEAST CORNER OF LOT 1 CSM 10981; THENCE N 88°34'57" W ALONG THE NORTH LINE OF LOT 1 CSM 10981, 1083.60 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SOUTH WOELFEL ROAD; THENCE N 01°25'03" E ALONG THE EAST RIGHT-OF-WAY OF SOUTH WOELFEL ROAD, 840.54 FEET; THENCE S 89°42'15" E, 1284.26 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16; THENCE S 01°21'04" W, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, 1693.75 FEET; THENCE N 89°32'05" W, 1286.15 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS AS HAVING AN AREA OF 1,898,376 SQUARE FEET OR 43.581 ACRES.

**AREAS TO BE REZONED FROM A-1 to R-1/R-2:**

UNPLATTED LANDS BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, THENCE S 89°32'05" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SOUTH WOELFEL ROAD AND ALSO THE POINT OF BEGINNING; THENCE N 01°25'03" E ALONG THE EAST RIGHT-OF-WAY, 272.01 FEET; THENCE S 89°32'05" E, 1286.15 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16; THENCE S 01°21'04" W, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, 272.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16; THENCE N 89°32'05" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, 1286.47 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 349,835 SQUARE FEET OR 8.031 ACRES.

**AREAS ZONED C-1 (UPLAND RESOURCE CONSERVANCY DISTRICT) WILL REMAIN UNCHANGED.**

**SECTION II**

The matter came before the City Plan Commission which held a public hearing on the proposed rezoning on January 7, 2026 and recommended approval of said rezoning on February 2, 2026 subject to the application, plans on file, and an ordinance approved by the City Attorney, and the matter having been considered and the rezoning approved on February 10, 2026 by the Common Council.

**SECTION III**

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

The Mayor and City Clerk are authorized to execute this Ordinance No. 2716 on behalf of the City of New Berlin.

**SECTION IV**

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

**SECTION V**

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

**SECTION VI**

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

**PASSED AND ADOPTED** by the Common Council this 10<sup>th</sup> day of February 2026.

APPROVED:

\_\_\_\_\_  
David A. Ament, Mayor

Countersigned:

\_\_\_\_\_  
Rubina Medina, City Clerk

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# STAFF REPORT EXECUTIVE SUMMARY

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**APPLICANT/PROJECT:** Dianne Keller (Trustee) / Rezoning

**LOCATION:** 3820 S. Woelfel Road (Tax Key #: 1216.991.003)

**REQUEST:** Approval of a 3-Lot Certified Survey Map

**REVIEW SCHEDULE:**

CSM Received:	11/21/2025
Completeness Determination:	11/24/2025
90-day time limit expires:	2/19/2026
Final Common Council Action:	2/10/2026

**D.R.C. RECOMMENDATION:** Recommend to Common Council approval of a 3-Lot Certified Survey Map for the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003).

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
  - a. Sheet 1: Lot 2, the bearing S 01D25'03" W should be N 01D 25'03" E as described in the legal description on Sheet 4.
  - b. Sheet 4: Paragraph 3, there is a spelling error. ALNDS should be LANDS.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
5. Payment of the Public Site and Open Space fee of \$3,875.20 (\$1,937.60/lot x 2 new lots) is required prior to the City signing the CSM.
6. Applicant shall coordinate with Waukesha County and WDNR for septic and well permits.
7. The property, which is located outside of the current MMSD Sewer Service District, will require private on-site waste treatments sites (POWTS) for each lot that is created that will meet Waukesha County requirements.
8. Private water supply wells meeting the requirements of the Wisconsin Department of Natural Resources will also be required.

**DETAILS IN ATTACHED STAFF REPORT:**

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

Meeting of February 2, 2026

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**Dianne Keller (Trustee) - Roger W & Marian A Woelfel Family Trust / Rezoning**  
**3820 S. Woelfel Road (Tax Key #: 1216.991.003)**

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**DATE STAFF REPORT PREPARED:** January 16, 2026

**APPLICANT / OWNER(S):** Dianne Keller (Trustee) / Roger W & Marian A Woelfel Family Trust

**REQUEST / DESCRIPTION OF PROJECT:** The applicant is requesting approval of a 3-Lot Certified Survey Map the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003).

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 11/21/2025

**DATE OF COMPLETENESS DETERMINATION:** 11/24/2025

**PRE-APPLICATION CONFERENCE HELD:** Yes

Date(s) of Meeting(s): 9/16/2025

Site Visit: 12/16/2025

**CONCEPTUAL PLAN:** Yes, a CSM has been submitted.

**SIZE OF DEVELOPMENT / PARCEL(S):** 52.79 acres

**CURRENT ZONING:** A-1 (Agricultural District) & C-1 (Upland Resource Conservancy District)

**CURRENT LAND USE:** Agricultural & Single-Family Residential

**PROPOSED ZONING:** A-2 (Agricultural and Rural Holding District), R-1/R-2 (Rural Conservation Single-Family Residential District) & C-1 (Upland Resource Conservancy District) / (See File # RZ-2502434).

**PROPOSED LAND USE:** Agricultural & Single-Family Residential

**PROPOSED LOT SIZES:**

Lot 1            26.087 acres

Lot 2            17.494 acres

Lot 3            8.031 acres

**PROPOSED DENSITY:**

A-2            1 lot per 10 acres

R-1/R-2       1 lot per 5 acres

**ADJACENT ZONING AND LAND USE:**

North: Zoning: A-1 & C-1

Land Use: Agricultural

South: Zoning: R-1/R-2 & C-1

Land Use: Single-Family Residential

East: Zoning: A-1, C-1 & C-2

Land Use: Agricultural

West: Zoning: A-2

Land Use: Agricultural

**CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE:** Yes

**Chapter 12: Neighborhood B: West Lincoln Avenue & Western Area:** Yes, the concepts meet the intent of this Chapter.

***Vision:***

- *The area of New Berlin generally west of Calhoun Road should be a regional model of rural development. Any development shall occur as a mix of conservation development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood-oriented retail. Development in this area will incorporate environmental protection as a basic value, including its importance as an aquifer recharge area.*

***Development Policies:***

- *Public sanitary sewer service shall not be extended into this area, with the exception of parcels designated to be within the Urban Service Area Boundary as amended by the City.*
- *While agricultural uses are encouraged to remain, it is recognized that the area may develop for residential conservation subdivisions. Residential uses shall be permitted and accommodated pursuant to these policies. As agricultural lands transition to residential developments, the subdivision design should incorporate farming and agriculture uses as viable open space options.*
- *Where development may occur, encourage rural open space subdivisions that preserve the rural character and sensitive natural areas. Regulations have been developed that require open spaces to be incorporated into these subdivisions, while allowing smaller lots to be clustered on lands most suited for development. Areas that are environmentally sensitive such as wetlands and recharge areas shall be established as priority areas for open space preservation.*
- *The allowable base density, before incentives or bonuses, is one dwelling unit per five acres for new developments, with a requirement that an applicant demonstrate the capability of providing private on-site wastewater treatments systems that satisfy County and State regulations. Applicants should refer to the City Zoning and Development Code for regulations relating to this standard.*
- *While it is recognized that State regulations for private on-site sewage treatment systems may evolve over time, it is the policy of the City of New Berlin that these possible changes do not affect this maximum allowable density.*
- *Explore and implement amenities that are consistent with a rural theme, such as equestrian facilities, trails, bed and breakfasts, nature preserves, parks, community gardens, agricultural businesses, and others.*

***Land Use***

- *Future Land Use Map: Country Residential*

**ZONING CODE (Chapter 275):** The lots meet the requirements in §275-32B(2), §275-33B(1), and §275-37B(3).

**DEVELOPMENT CODE (CHAPTER 235):** N/A

**REZONING REQUIRED:** Yes, from A-1 and C-1 to A-2, R-1/R-2, and C-1 (See File # RZ-2502434).

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** Public Hearing for rezoning held on 1/7/2026 (See File # RZ-2502434).

**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** No

**Site Plan Required:** Yes, see attached CSM.

**Architectural Review Required:** No

**PROPOSED ARCHITECTURE:** N/A

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** Yes, Secondary Environmental Corridor along the eastern property line.

**Wetland On Property:** No

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

**NRCS Map Classification:** Not Inventoried

**Floodplain:** Yes, there is an area of floodplain along the eastern property line, along the back of all 3 lots.

**Topography / Geologic:** The site slopes to the east.

**BIKE & PEDESTRIAN FACILITIES PLAN:** No improvements

**PARK & OPEN SPACE PLAN:** No improvements.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** N/A

**Wildlife Habitat Protection:** N/A

**Wildlife Management Plan:** N/A

**ENVIRONMENTAL IMPACT:** N/A

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

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** No

**Basin Capacity Available:** N/A

**Adequate Linkage:** N/A

**Onsite System Required:** Yes

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

**TRAFFIC IMPACT:** ITE Manual estimates the following for single-family development:

Weekday AM Peak – 0.77 trips per lot = 2 trips

Weekday PM Peak – 1.02 trips per lot = 3 trips

Weekend Peak – 0.93 trips per lot = 3 trips

**SCHOOL DISTRICT IMPACT:** 2 new lots x 0.46 students/lot = 1 estimated student

Elementary School (0.23 students/lot)

Middle School (0.11 students/lot)

High School (0.12 students/lot)

Notice Sent to Affected School District(s): No

**PREVIOUS ACTION:**

6/12/2012 Common Council approved rezoning from A-1 and C-1 to A-1, R-1/R-2, and C-1

6/12/2012 Common Council approved a 1-lot CSM

1/7/2026 Public hearing for proposed rezoning from A-1 and C-1 to A-2, R-1/R-2 and C-1  
(See File # RZ-2502434).

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

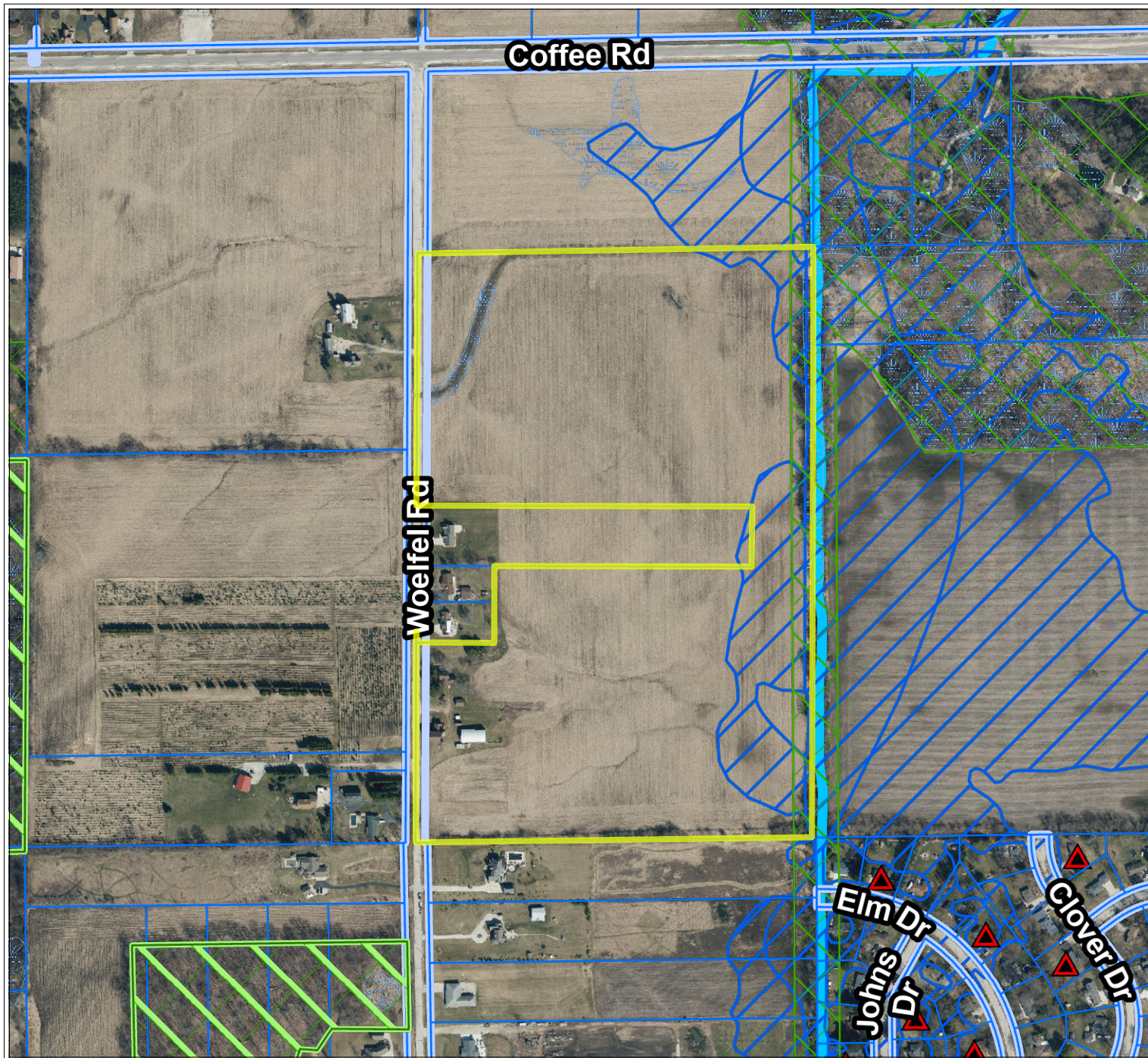
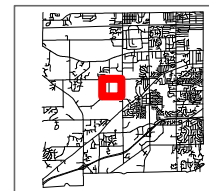
**FINDINGS:**

1. The applicant has simultaneously submitted an application to rezone the property from A-1 and C-1 to A-2, R-1/R-2, and C-1 (See File # RZ-2502434).
2. Per §275-32D, the minimum lot area is 10 acres and the minimum lot width is 330' in the A-2 District. The proposed lots meets these minimum lot dimensions (Lots 1 & 2).
3. Per §275-33D, the minimum lot area is 5 acres and the minimum lot width is 200' in the R-1/R-2 District. The proposed lot meets these minimum lot dimensions (Lot 3).

















**D.R.C. RECOMMENDATION:** Recommend to Common Council approval of a 3-Lot Certified Survey Map for the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003). **See Executive Summary.**

**ATTACHMENTS:**

Location Map  
Zoning Comparison Map  
CSM



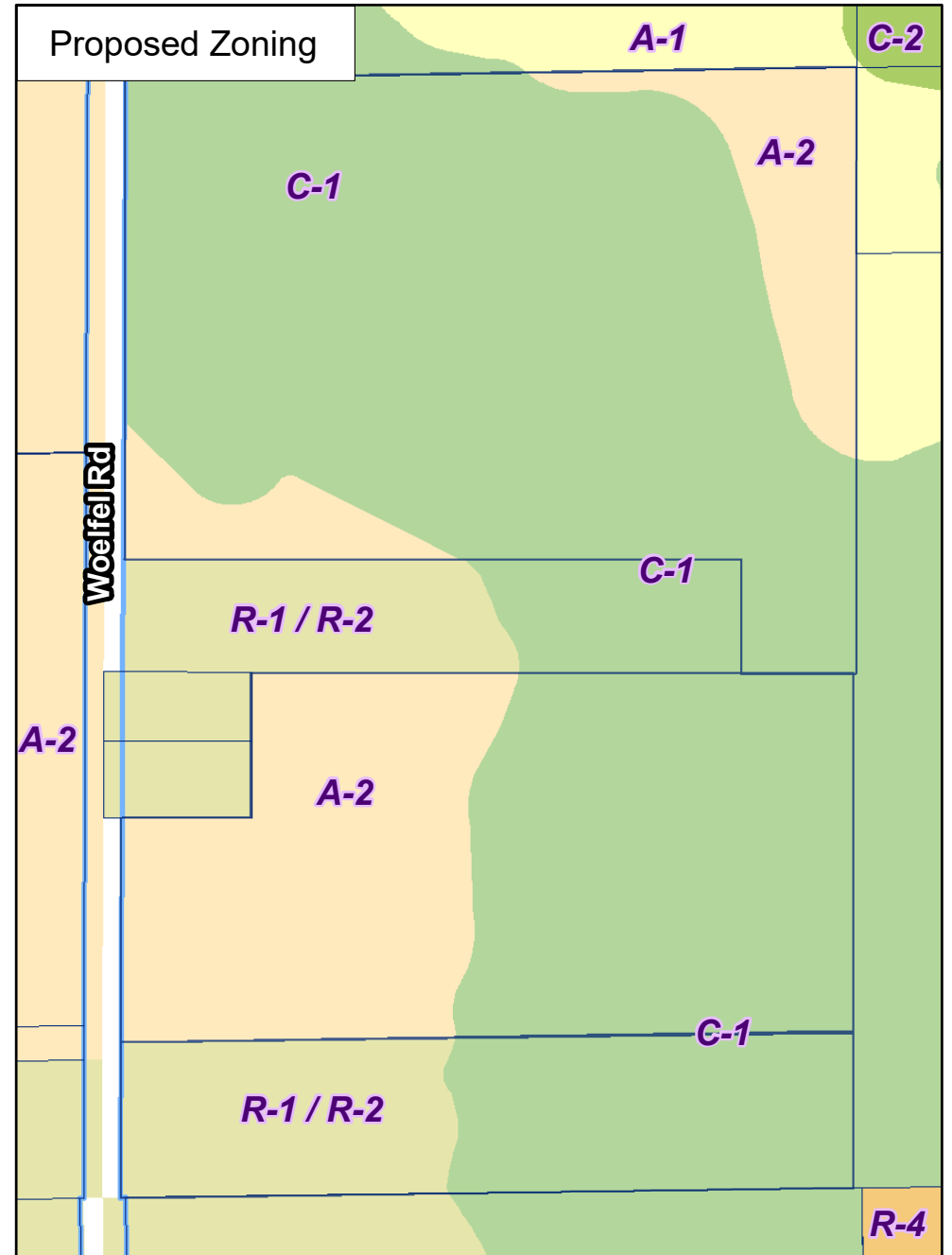
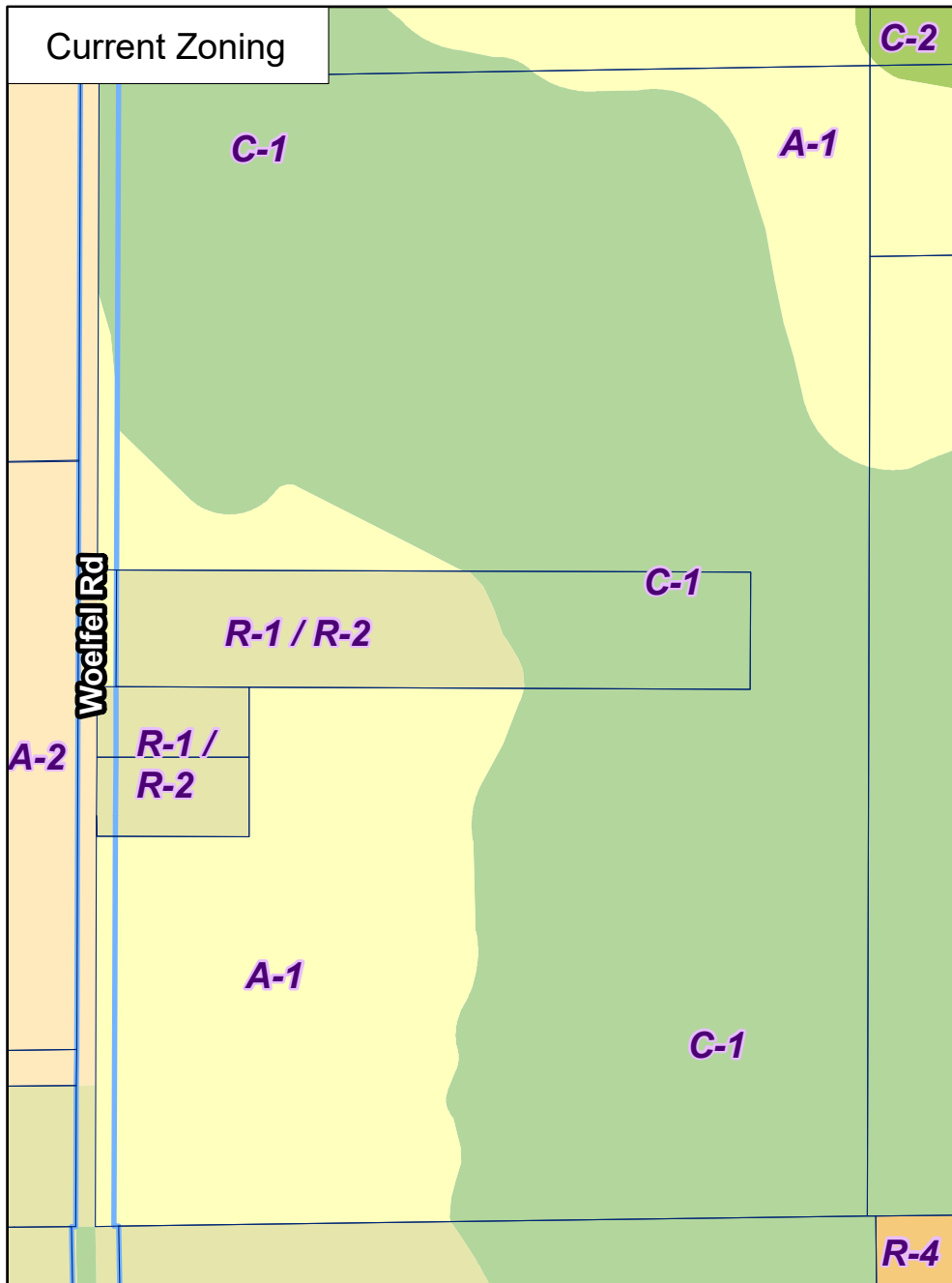
City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org

- |  |   |
|--|---|
|  Parcels                  |  Wetland                     |
|  Road Right-of-Way        |  Zoning Wetland Registration |
|  Conservation Easement    |  Registered Wetland          |
|  Environmental Corridor   |  Outside Wetland             |
| <b>Floodplain FEMA DFIRM</b>   |   |
|  FEMA DFIRM - Zone A      |  Zoning Overlay              |
|  FEMA DFIRM - Zone AE     |  PUD                         |
|  FEMA DFIRM - 0.2% Chance |  Special Conditions Apply    |
|  |  SPO                         |
|  |  Zoning Boundaries           |





Scale is estimate - not survey


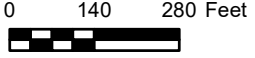
The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The information and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically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



**RZ-2502434**  
**Keller**  
**3820 S. Woelfel Rd**

Legend

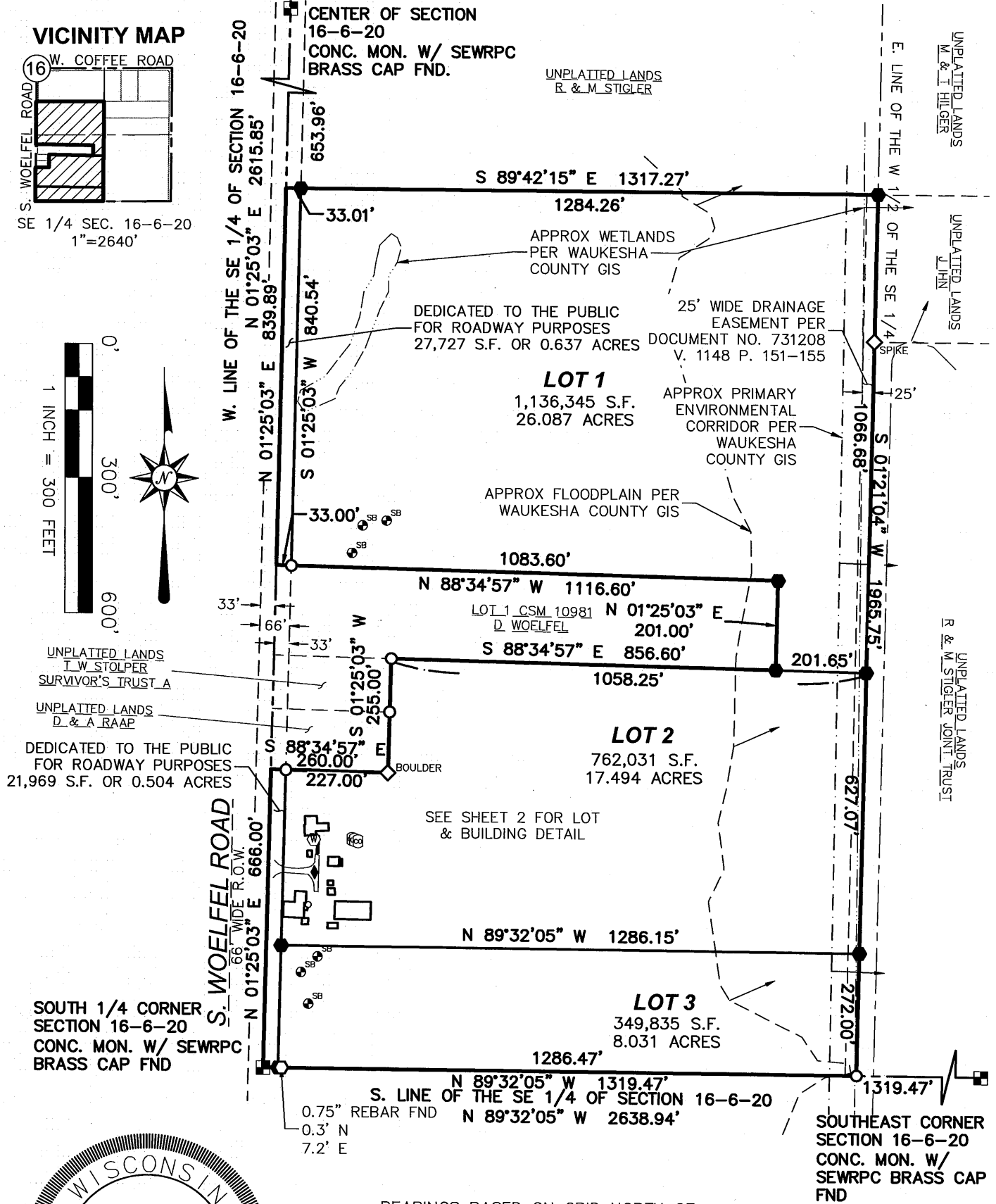
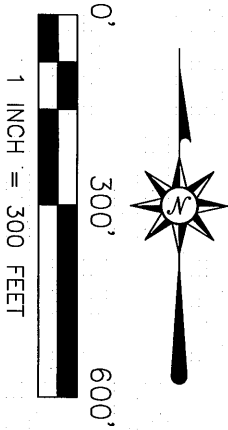
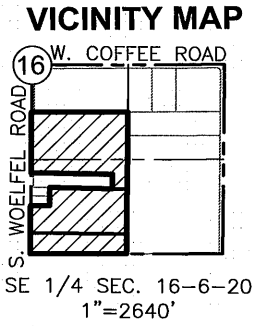
-  Parcels
-  Road Right-of-Way



  
 7

PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO.

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN



PREPARED FOR:  
ROGER W & MARIAN A WOELFEL  
FAMILY TRUST  
1227 N JENKINS DR.  
OCONOMOWOC WISCONSIN, 53066

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

DATED 11/20/2025  
JOB# 25284  
SHEET 1 OF 5

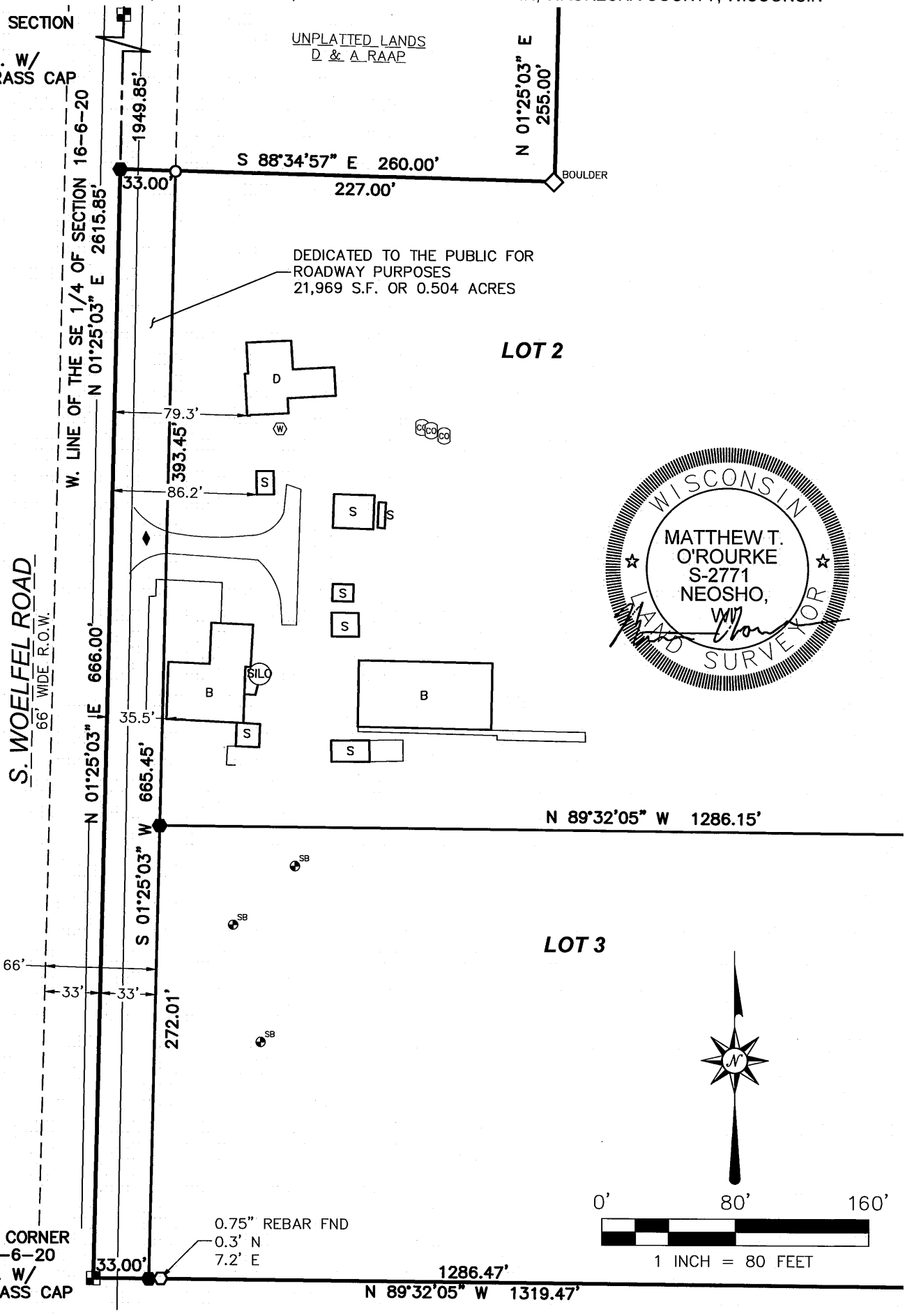
THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

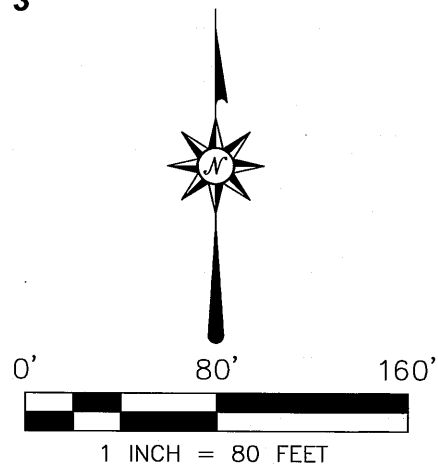
CENTER OF SECTION  
16-6-20  
CONC. MON. W/  
SEWRPC BRASS CAP

UNPLATTED LANDS  
D. & A. RAAP



SOUTH 1/4 CORNER  
SECTION 16-6-20  
CONC. MON. W/  
SEWRPC BRASS CAP  
FND

0.75" REBAR FND  
0.3' N  
7.2' E



**WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

**NOTES:**

- LOT 1 AND 2 ARE CURRENTLY ZONED A-1 & C-1 AND REQUIRE REZONING TO A-2.
- LOT 3 IS CURRENTLY ZONED A-1 & C-1 AND REQUIRES REZONING TO R-1/R-2.
- WETLANDS SHOWN ON PAGE 1 OF 5 OF THIS CSM ARE APPROXIMATE. THE CITY OF NEW BERLIN MAY REQUIRE A DELINEATION OF THE WETLANDS AT THE TIME OF A BUILDING PERMIT.
- LOT 2 ADDRESS IS 3820 S WOELFEL RD, NEW BERLIN WISCONSIN, 53151

**FLOODPLAIN/WETLAND/ENVIRONMENTAL CORRIDOR AREA RESTRICTIONS**

THOSE AREAS OF LAND WHICH ARE IDENTIFIED AS FLOODPLAIN, WETLAND, AND PRIMARY ENVIRONMENTAL CORRIDOR ON PAGE 1 OF 5 ON THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., WITHIN THE FLOODPLAIN PRESERVATION AREA IS PROHIBITED, AND WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED. THE REMOVAL OF ANY VEGETATIVE COVER THAT IS NECESSITATED TO PROVIDE ACCESS OR SERVICE TO AN APPROVED RESIDENCE OR ACCESSORY BUILDING, SHALL BE PERMITTED ONLY WHEN THE ACCESS OR SERVICE CANNOT BE LOCATED OUTSIDE OF THE FLOODPLAIN AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
2. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
3. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT SHALL BE PROHIBITED.
4. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

**LEGEND**

■	SECTION CORNER MONUMENT
○	FOUND 1" IRON PIPE OR NOTED
○	FOUND 3/4 REBAR" OR NOTED
●	SET 0.75" O.D. X 18" REBAR
	WEIGHING 1.502 LBS/FT.
⊕	WELL
⊕ <sup>SB</sup>	SEPTIC CLEANOUT
	SOIL BORE
◆	DRIVEWAY LOCATION
S	SHED
B	BARN
D	DWELLING
----	WETLANDS
----	FLOODPLAIN
----	PRIMARY ENVIRONMENTAL
	CORRIDOR



WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE 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 LAND BEING PART OF THE SOUTHWEST 1/4  
AND PART OF THE NORTHWEST 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN  
THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWN 6 NORTH, RANGE 20 EAST AND ALSO BEING  
THE POINT OF BEGINNING; THENCE N 01°25'03" E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID  
SECTION 16, 666.00 FEET; THENCE S 88°34'57" E, 260.00 FEET; THENCE N 01°25'03" E, 255.00 FEET TO THE  
SOUTH LINE OF LOT 1 CSM 10981; THENCE S 88°34'57" E ALONG THE SOUTH LINE OF LOT 1 CSM 10981,  
856.60 FEET TO THE SOUTHEAST CORNER OF LOT 1 CSM 10981; THENCE N 01°25'03" E ALONG THE EAST LINE  
OF LOT 1 CSM 10981, 201.00 FEET TO THE NORTHEAST CORNER OF LOT 1 CSM 10981; THENCE N 88°34'57" W  
ALONG THE NORTH LINE OF LOT 1 CSM 10981, 1116.60 FEET TO A POINT ON THE WEST LINE OF THE  
SOUTHEAST 1/4 OF SECTION 16; THENCE N 01°25'03" E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF  
SECTION 16, 839.89 FEET; THENCE S 89°42'15" E, 1,317.27 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 16; THENCE S 01°21'04" W ALONG THE EAST LINE OF THE WEST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 16, 1965.75 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF  
SECTION 16; THENCE N 89°32'05" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, 1,319.47  
FEET TO THE POINT OF BEGINNING.

DESCRIBED ALNDS HAVING AN AREA OF 2,297,907 SQUARE FEET OR 52.753 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE ROGER W & MARIAN A WOELFEL FAMILY TRUST  
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 WAUKESHA COUNTY AND THE CITY OF NEW BERLIN IN SURVEYING,  
DIVIDING, DEDICATING AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MATTHEW T. O'ROURKE, S-2771



WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

UNPLATTED LANDS BEING PART OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

**OWNER'S CERTIFICATE:**

AS OWNERS WE THE ROGER W & MARIAN A WOELFEL FAMILY TRUST HEREBY CERTIFY THAT WE CAUSED SAID  
LANDS TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. WE 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\_\_\_\_\_.

\_\_\_\_\_  
DIANNE KELLER – TRUSTEE

STATE OF WISCONSIN )SS  
COUNTY OF \_\_\_\_\_)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, THE ABOVE NAMED ROGER  
W & MARIAN A WOELFEL FAMILY TRUST, 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 RIGHT-OF-WAY 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

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# STAFF REPORT EXECUTIVE SUMMARY

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**APPLICANT/PROJECT:** John Spitz with Western Contractors Inc. / 1-Lot Certified Survey Map

**LOCATION:** 2445 S. 179th Street (Tax Key #: 1185.990) & 2345 S. 179<sup>th</sup> Street (Tax Key #'s: 1185.994 & 1185.991)

**REQUEST:** Approval of a 1-Lot Certified Survey Map

**REVIEW SCHEDULE:**

CSM Received:	12/19/2025
Completeness Determination:	1/9/2026 (CSM revised)
90-day time limit expires:	4/9/2026
Final Common Council Action:	2/10/2026

**D.R.C. RECOMMENDATION:** Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at 2445 S. 179th Street (Tax Key #: 1185.990) & 2345 S. 179<sup>th</sup> Street (Tax Key #'s: 1185.994 & 1185.991), 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 property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.

**DETAILS IN ATTACHED STAFF REPORT:**

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

Meeting of February 2, 2026

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**John Spitz with Western Contractors Inc. / 1-Lot Certified Survey Map**  
**2445 S. 179th Street (Tax Key #: 1185.990) & 2345 S. 179<sup>th</sup> Street (Tax Key #'s: 1185.994 & 1185.991)**

---

**DATE STAFF REPORT PREPARED:** December 30, 2025

**APPLICANT / OWNER(S):** John Spitz with Western Contractors Inc. / John and Marilyn Spitz Joint Trust

**REQUEST / DESCRIPTION OF PROJECT:** Approval of a 1-Lot Certified Survey Map for the properties located at 2445 S. 179th Street (Tax Key #: 1185.990) & 2345 S. 179<sup>th</sup> Street (Tax Key #'s: 1185.994 & 1185.991).

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 12/19/2025

**DATE OF COMPLETENESS DETERMINATION:** 1/9/2026 (Revised CSM received on this date)

**PRE-APPLICATION CONFERENCE HELD:** Yes

Date(s) of Meeting(s): 12/2/2025

Staff Site Visit: 1/7/2026

**CONCEPTUAL PLAN:** CSM submitted.

**SIZE OF DEVELOPMENT / PARCEL(S):**

2245 S. 179th Street (Tax Key #: 1185.990)	1.70 Acres
2345 S. 179 <sup>th</sup> Street (Tax Key #: 1185.994)	8.94 Acres
Tax Key #: 1185.991	0.12 Acres

**CURRENT ZONING:** M-1/SPO (Light Manufacturing District/ Special Plan Overlay), C-1 (Upland Resource Conservancy District) & C-2 (Shoreland Wetland Holding District)

**CURRENT LAND USE:** City of New Berlin – Jacob’s Ridge Lift Station

**PROPOSED ZONING:** N/A

**PROPOSED LAND USE:** No change

**PROPOSED LOT SIZES:**

Lot 1            10.767 acres

**PROPOSED DENSITY:** N/A

**ADJACENT ZONING AND LAND USE:**

North: Zoning: M-1/SPO/C-1	Land Use: Industrial
South: Zoning: M-1/SPO/C-1	Land Use: Industrial
East: Zoning: M-1/SPO	Land Use: Industrial
West: Zoning: M-1/SPO/C-1/C-2	Land Use: Industrial

**CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE:** Yes

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

**Vision:**

- *The vision for the West Lincoln Avenue area is to develop it into a unique business park environment with campus settings designed around environmentally sensitive areas. Clean, environmentally sensitive light industrial and office parks will be encouraged.*

**Development Policies:**

- *Public sanitary sewer service shall not be extended into this area, with the exception of parcels designated to be within the Urban Service Area Boundary as amended by the City.*
- *Larger assemblages of properties should be the priority for this corridor. Pull land together in larger components rather than in a piecemeal fashion.*

**Land Use**

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

**ZONING CODE (Chapter 275):** The proposed lot, which is a consolidation of three existing lots of record, meets the requirements in §275-32B(2), §275-37B(3), & §275-37B(4)

**DEVELOPMENT CODE (CHAPTER 235):** N/A

**REZONING REQUIRED:** No

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** No

**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** No, not required for a CSM.

**Site Plan Required:** Yes, see attached CSM.

**Architectural Review Required:** No, not required for a CSM.

**PROPOSED ARCHITECTURE:** No, not required for a CSM.

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** No

**Wetland On Property:** Yes, a wetland delineation was conducted on 8/12/21 by Dave Meyer with Wetland & Waterway Consulting, LLC. The wetlands have been registered on the City's Zoning map.

**Conservancy Districts (C-1, C-2):** Yes, C-1 & C-2

**NRCS Map Classification:** Not Inventoried

**Floodplain:** No

**Topography / Geologic:** Site slopes from the north and south to the center of the property.

**BIKE & PEDESTRIAN FACILITIES PLAN:** No improvements.

**PARK & OPEN SPACE PLAN:** No improvements.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** N/A

**Wildlife Habitat Protection:** N/A

**Wildlife Management Plan:** N/A

**ENVIRONMENTAL IMPACT:** None

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

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** Yes

**Basin Capacity Available:** Yes

**Adequate Linkage:** Yes

**Onsite System Required:** No

**WATER USAGE CALC.:** N/A

**TRAFFIC IMPACT:** No increase

**SCHOOL DISTRICT IMPACT:** N/A

Notice Sent to Affected School District(s): No

**PREVIOUS ACTION:**

**2345 S. 179<sup>th</sup> Street (Tax Key #'s: 1185.994 & 1185.991)**

- 4/1/2002 Plan Commission approval for a wet well, lift station, and above ground emergency power generator unit including a 12' x 20' building.
- 5/2/2011 Violation for filling on this parcel and the parcel directly to the west. Plan Commission approved an after-the-fact grading plan File #: UA-11-016 for this parcel at the parcel directly to the west. Plan Commission held a public hearing to rezone and the wetlands File #: RZ-11-003.
- 1/7/2026 Plan Commission held a public hearing on a Conditional Use Permit to rebuild Jacob's Ridge Lift Station and approved the project.

**2445 S. 179<sup>th</sup> Street (Tax Key #: 1185.990)**

1991 Building constructed. A variety of re-occupancies have occurred in this building over the years.

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

**FINDINGS:**

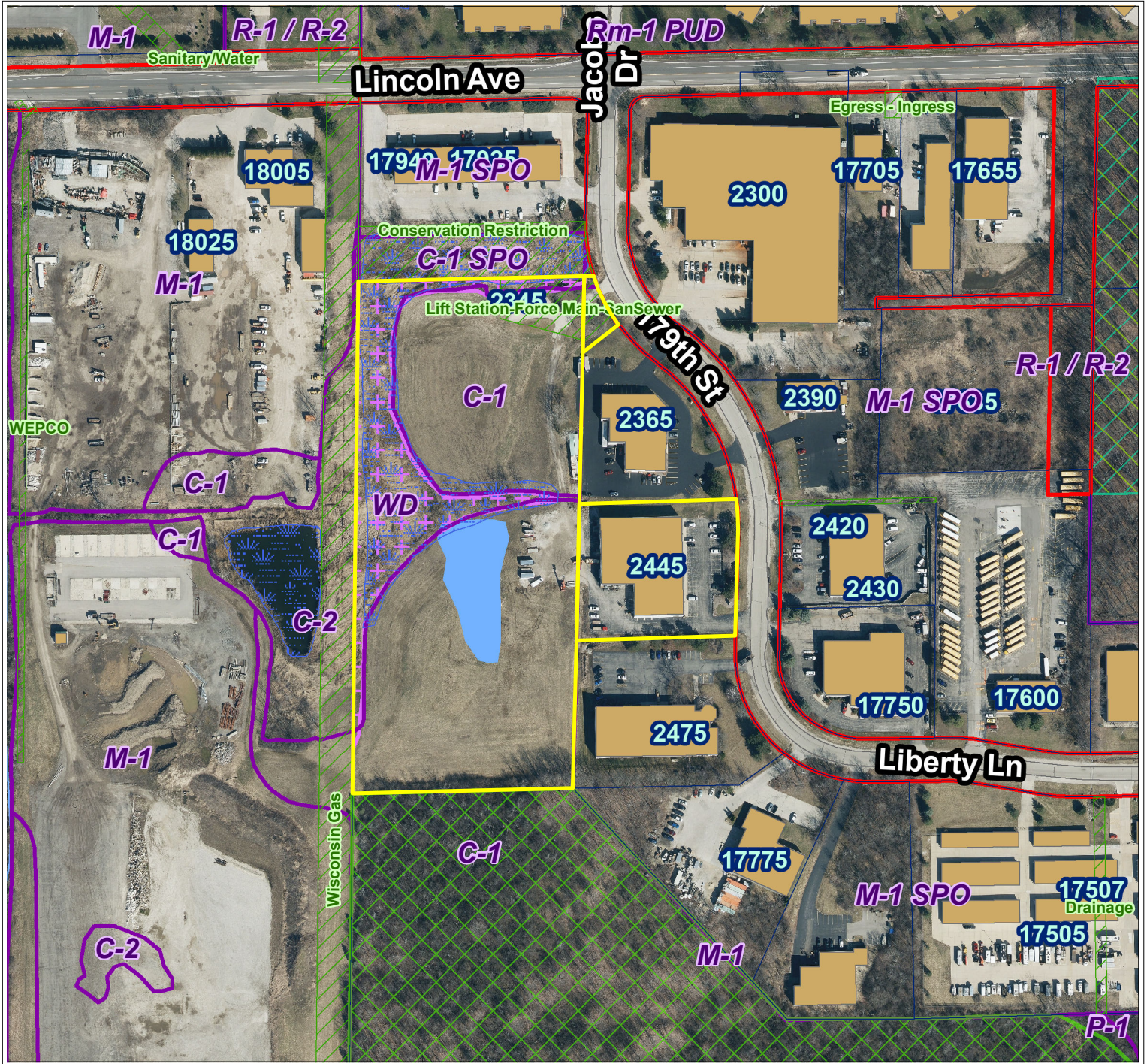
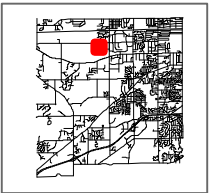
1. Per Section 275-35D of the Zoning Code, the minimum lot area is 40,000 sq. ft. and the minimum lot width is 200' in the M-1 Zoning District. The proposed lots meet the minimum lot dimensions.
2. The property is also zoned C-1. Required setbacks are 40' front, 25' side and 40' rear.
3. The owner of the property prepared a wetland delineation report dated 11/16/2021. The wetland delineation was conducted on 8/12/21 by Dave Meyer with Wetland & Waterway Consulting, LLC. The wetlands have been registered on the City's Zoning map.
4. The City has an easement for Jacob's Ridge Permanent Sanitary Sewerage Lift Station and Force Main Easement. The document was recorded on July 15, 2003.
5. The C-1 was an overlay that was placed on this land during the citywide rezoning in 1993.
6. A historical review of planning and assessor documents indicate that this land was intended to have a future land use of "Business Park/Industrial".
7. The applicant submitted two soil reports prepared by CGC, Inc. The first report dated October 8, 2021 was to explore overall soil on the land for future parking lot and storage yard. The second report dated November 22, 2025 was to explore the soil as it relates to storm water management for future development. Any request to officially remove the C-1 overlay would require additional information from this consultant as well as a rezoning application.

**D.R.C. RECOMMENDATION:**

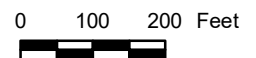
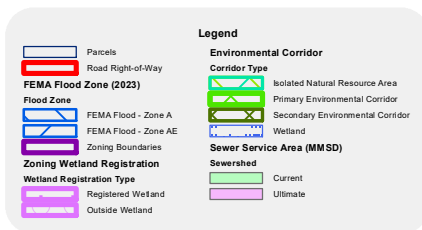
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**ATTACHMENTS:**

Location Map  
CSM



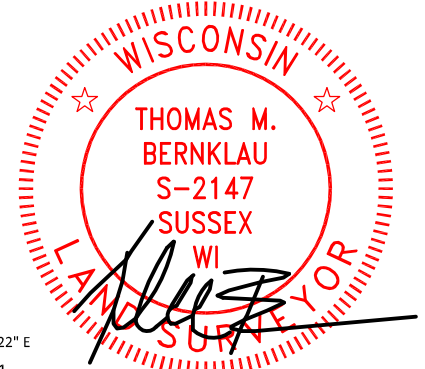
City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org



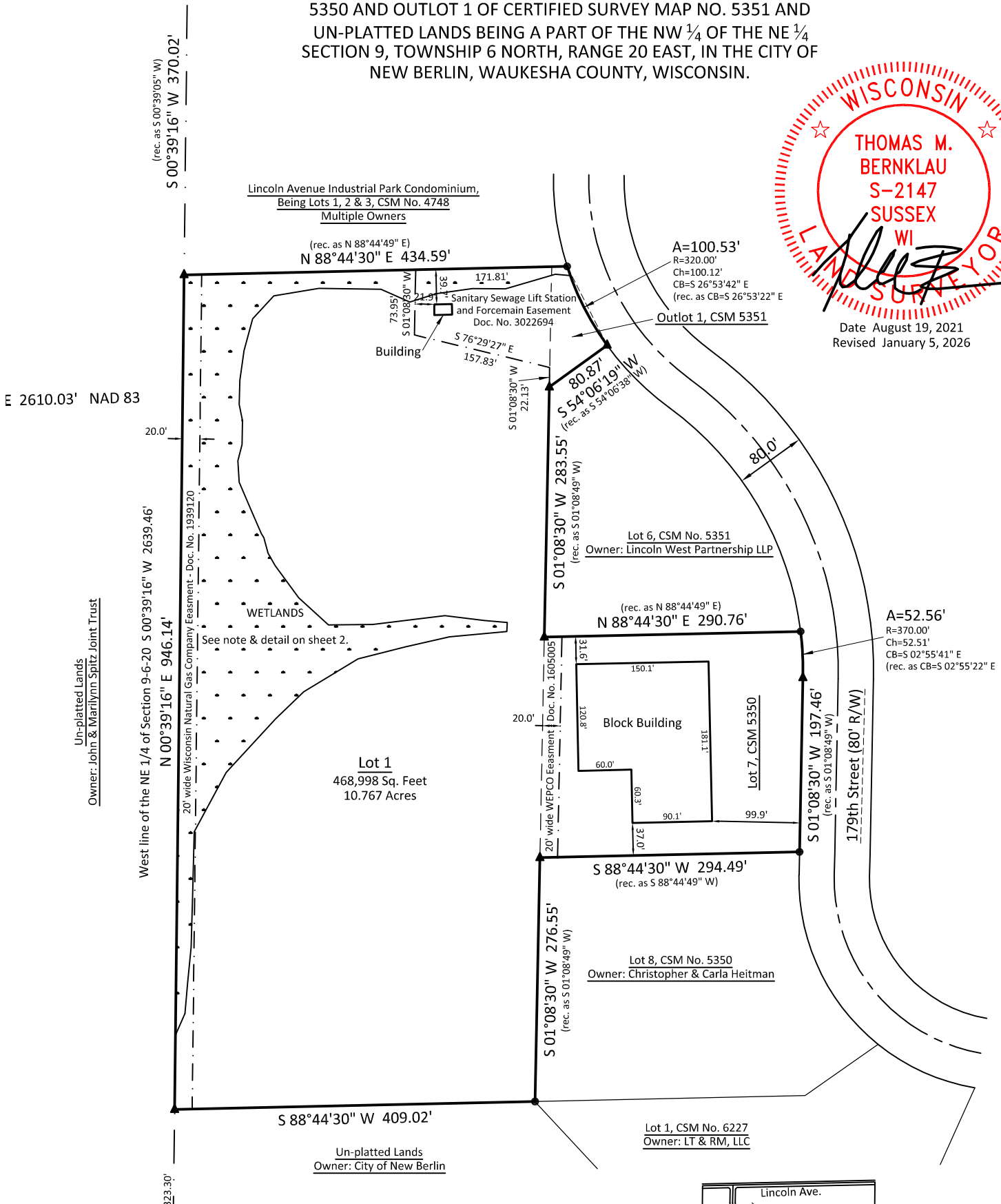
The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically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

North 1/4 corner  
Section 9-6-20  
conc. mon. with brass cap

CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
BEING A RE-DIVISION OF LOT 7 OF CERTIFIED SURVEY MAP NO. 5350 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5351 AND UN-PLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 SECTION 9, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.



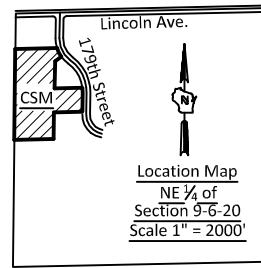
Date August 19, 2021  
Revised January 5, 2026



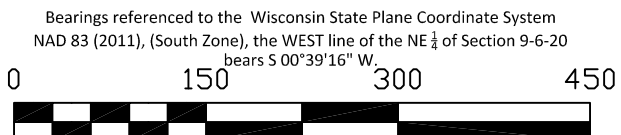
Un-platted Lands  
Owner: John & Marilyn Spitz Joint Trust

West line of the NE 1/4 of Section 9-6-20 S 00°39'16" W 2639.46'  
N 00°39'16" E 946.14'

- Legend**
- ◆ Section Corner - conc. mon. with brass cap
  - Iron Pipe Found
  - ▲ 3/4" dia. Rebar Set, 18" long, weighing 1.50 Lbs./lin. ft.



**Bernklau Surveying, Inc.**  
NGO W25864 Walnut Road  
Sussex, WI 53089  
(262) 538-0708  
www.bernklausurveying.com

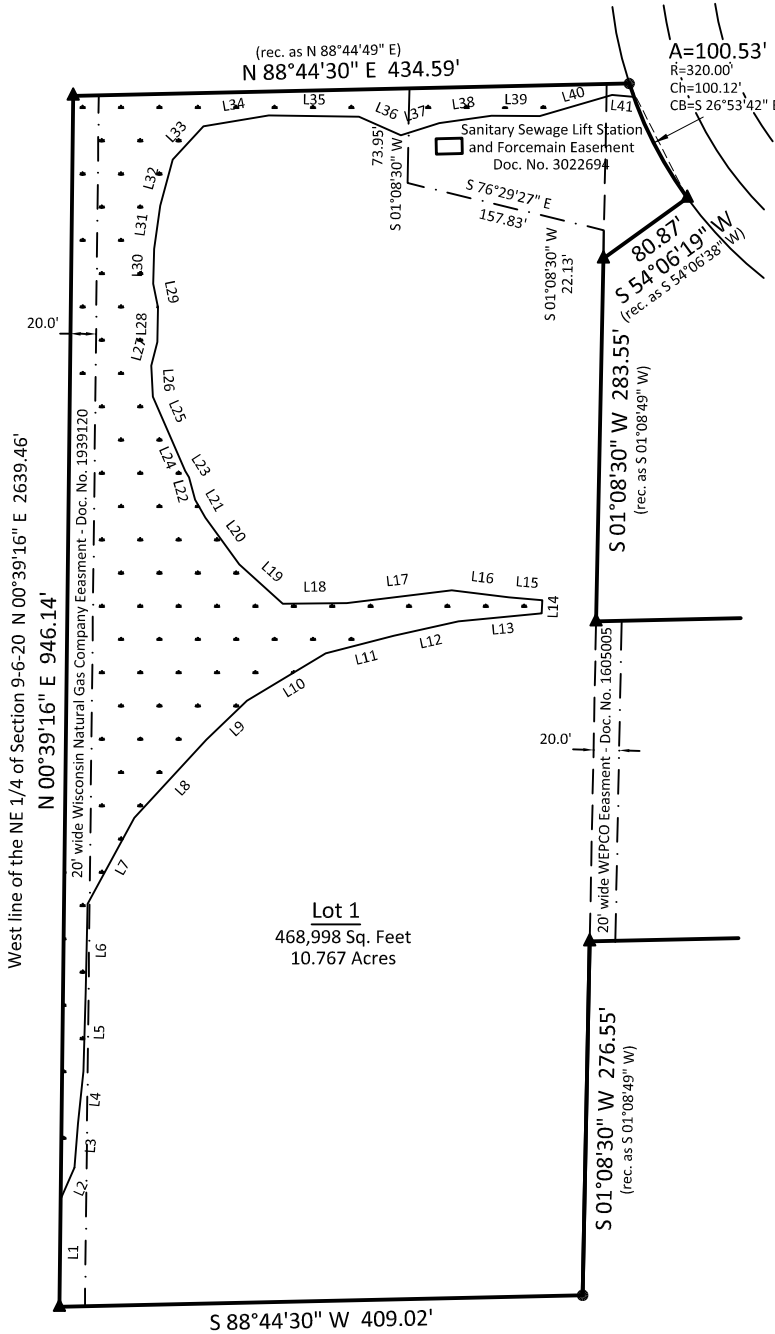


Prepared for:  
John & Marilyn Spitz Joint Trust  
W267 N6389 Top-O-Hill Drive  
Sussex, WI 53089

CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
 BEING A RE-DIVISION OF LOT 7 OF CERTIFIED SURVEY MAP NO.  
 5350 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5351 AND  
 UN-PLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4  
 SECTION 9, TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF  
 NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

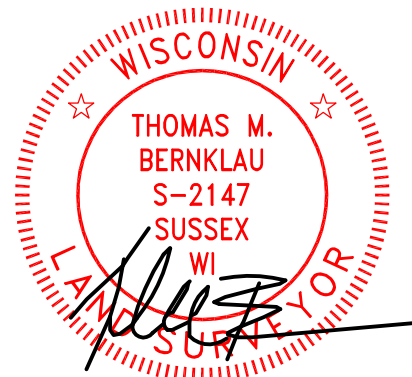
Wetland Note, Detail & Line Table

Wetlands shown hereon were delineated by Wetland &  
 Waterway Consulting, LLC on August 12, 2021 and  
 surveyed by Bernklau Surveying, Inc. on August 17, 2021.



Wetland Line Table

LINE	BEARING	DISTANCE
L1	N 00°39'16" E	84.24'
L2	N 23°44'07" E	26.72'
L3	N 04°53'50" E	34.73'
L4	N 05°44'26" E	40.82'
L5	N 01°44'38" E	61.34'
L6	N 01°17'16" E	69.41'
L7	N 28°17'46" E	76.64'
L8	N 42°46'52" E	83.04'
L9	N 46°12'01" E	44.02'
L10	N 58°49'45" E	71.66'
L11	N 75°41'34" E	55.08'
L12	N 77°18'59" E	51.86'
L13	N 84°36'10" E	65.24'
L14	N 02°05'40" E	10.26'
L15	N 85°00'39" W	26.07'
L16	N 83°08'34" W	45.12'
L17	S 83°10'21" W	82.55'
L18	S 89°21'18" W	49.98'
L19	N 47°49'02" W	45.73'
L20	N 36°00'07" W	45.24'
L21	N 29°51'35" W	15.94'
L22	N 15°15'22" W	18.13'
L23	N 32°32'39" W	5.92'
L24	N 23°03'35" W	27.00'
L25	N 23°27'57" W	36.31'
L26	N 03°26'05" W	24.19'
L27	N 14°46'38" E	19.24'
L28	N 00°49'25" E	27.03'
L29	N 11°39'35" W	18.85'
L30	N 01°47'09" E	27.16'
L31	N 08°04'54" E	34.16'
L32	N 15°02'01" E	37.16'
L33	N 42°46'32" E	35.54'
L34	N 80°36'20" E	51.60'
L35	S 89°14'30" E	70.57'
L36	S 65°58'02" E	35.81'
L37	N 72°25'32" E	31.48'
L38	N 81°57'26" E	41.26'
L39	S 89°49'41" E	37.69'
L40	N 73°49'31" E	58.92'
L41	S 84°59'04" E	16.93'



Date August 19, 2021  
 Revised January 5, 2026

**Bernklau Surveying, Inc.**  
 N60 W25864 Walnut Road  
 Sussex, WI 53089  
 (262) 538-0708  
 www.bernklausurveying.com



This instrument drafted by Thomas M. Bernklau  
 Sheet 2 of 4

Prepared for:  
 John & Marilyn Spitz Joint Trust  
 W267 N6389 Top-O-Hill Drive  
 Sussex, WI 53089

CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
BEING A RE-DIVISION OF LOT 7 OF CERTIFIED SURVEY MAP NO. 5350  
AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5351 AND UN-PLATTED  
LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 SECTION 9,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN,  
WAUKESHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, Thomas M. Bernklau, Professional Land Surveyor, certify that I have surveyed, divided and mapped this Certified Survey Map, being a re-division of Lot 7 of Certified Survey Map No. 5350 and Outlot 1 of Certified Survey Map No. 5351 and un-platted lands being a part of the NW 1/4 of the NE 1/4 of Section 9, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

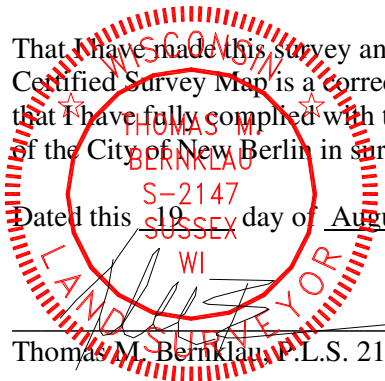
Commencing at the North 1/4 corner of the said Section 9; thence S 00°39'16" W along the west line of the NE 1/4 of said Section 9 and, 370.02 feet to the point of beginning; thence N 88°44'30" E, 434.59 feet to a point on the west right of way of 179<sup>th</sup> Street; thence along said right of way and along the arc of a curve to the left, 100.53 feet, whose radius is 320.00 feet and whose chord bears S 26°53'42" E, 100.12 feet; thence S 54°06'19" W, 80.87 feet, thence S 01°08'30" W, 283.55 feet; thence N 88°44'30" E, 290.76 feet to a point on the west right of way of 179<sup>th</sup> Street; thence along said right of way and along the arc of a curve to the right, 52.56 feet, whose radius is 370.00 feet and whose chord bears S 02°55'41" E, 52.51 feet; thence continuing along said right of way S 01°08'30" W, 197.46 feet; S 88°44'30" W, 294.49 feet; thence S 01°08'30" W, 276.55 feet; S 88°44'30" W, 409.02 feet to a point on the west line of the NE 1/4 of said Section 9; thence N 00°39'16" E along said west line, 946.14 feet to the point of beginning.

Containing 468,998 square feet (10.767 acres) of land more or less.

That I have made this survey and map at the direction of the owners of said land, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have fully complied with the provisions of Wisconsin Statutes 236, and the regulations of the City of New Berlin in surveying and mapping the same.

Dated this 19<sup>th</sup> day of August, 2021  
Revised January 5, 2026

Thomas M. Bernklau, P.L.S. 2147



CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
BEING A RE-DIVISION OF LOT 7 OF CERTIFIED SURVEY MAP NO. 5350  
AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5351 AND UN-PLATTED  
LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 SECTION 9,  
TOWNSHIP 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN,  
WAUKESHA COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**

John Spitz and Marilyn Spitz Joint Trust, Owners, do hereby certify that they have caused the land described to be surveyed, divided and mapped, as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the City of New Berlin.

Witness the hands and seal of said owner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the presence of:

\_\_\_\_\_  
John Spitz, Trustee

\_\_\_\_\_  
Marilynn Spitz, Trustee

State of Wisconsin) ss  
County of Waukesha)

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

**CITY OF NEW BERLIN PLAN COMMISSION APPROVAL**

Approved by the Plan Commission of the City of New Berlin, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
David Ament, Chairman

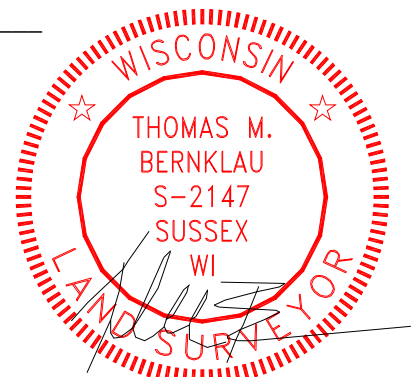
\_\_\_\_\_  
Nikki Jones, Secretary

**CITY OF NEW BERLIN COMMON COUNCIL APPROVAL**

Approved by the Common Council of the City of New Berlin,  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
David Ament, Mayor

\_\_\_\_\_  
Rubina R. Medina, City Clerk



Date August 19, 2021  
Revised January 5, 2026

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

---

**CUSTOMER/PROJECT:** Jacobs Ridge Lift Station Upgrade Amendment 2

**LOCATION:** Jacobs Ridge Lift Station

**REQUEST:** To approve Professional Services Contract Amendment  
For Design Modification

**UTILITY MANAGER RECOMMENDATION:**

Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project.

**DETAILS IN ATTACHED STAFF REPORT**

CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT

---

Jacobs Ridge Lift Station Upgrade Amendment 2

---

**DATE STAFF REPORT CREATED:** January 14, 2026

**CUSTOMER/PROJECT NAME:** Jacobs Ridge Lift Station Update  
Contract Revision

**ISSUE/DESCRIPTION OF PROJECT:** The Utility would like Clark Dietz to make necessary design modifications to the Jacobs Ridge project.

**REQUESTED ACTION:**  
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project.

**SOURCE OF FUNDS:** 2025 CIP Budget

**RATIONALE:**  
This work is necessary to complete the plans to perform the upgrade in 2026.

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Professional Services Agreement, Amendment 2

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 2**

**Jacobs Ridge Lift Station Rehabilitation (“Project”)**

This Amendment to the Professional Services Agreement dated May 5, 2025 is by and between:

**City of New Berlin (“Client”)**

3805 S Casper Drive  
New Berlin, WI 53151

and,

**Clark Dietz, Inc. (“Clark Dietz”)**

500 N. 3<sup>rd</sup> Street, Suite 703  
Wausau, WI 54403

Who agree as follows:

**Whereas;** Clark Dietz will prepare a revised plan set to shift the lift station building to the north to provide separation from the southern easement boundary for the new building for the Jacobs Ridge Lift Station Rehabilitation project.

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

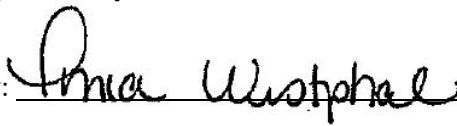
**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By: 

Title: Vice President

Date: 1/12/25

**PART I  
SERVICES BY CLARK DIETZ**

**A. Amendment Description**

The work of this amendment includes preparation of revised project plans to shift the lift station building to the north. This will provide separation from the southern permanent easement boundary to construct the new building for the Jacobs Ridge Lift Station Rehabilitation project. Construction activities cannot extend beyond the boundary of the existing permanent lift station easement. At the request of the Client, Clark Dietz has been assisting with coordination with the adjacent property owner.

**B. Scope**

The original contract scope shall be modified as follows:

1. DESIGN PHASE
  - a. Prepare revised mechanical and electrical design drawings.
  - b. Prepare revised site civil design drawings.
  - c. Submit the revised project plans to City Utilities staff for review.
  - d. Address comments from City Utilities staff on revised project plans.
  - e. Perform internal QA/QC review.
  - f. Prepare final plans and specifications for bidding on a revised schedule.
2. BIDDING/NEGOTIATION PHASE – No change.
3. CONSTRUCTION PHASE – No change.

**C. Schedule**

The original contract schedule shall be modified as follows:

Project Bid	March 2026
Notice of Award	April 2026
Pre-construction Meeting	May 2026
All Work Complete	June 2027*

\*This schedule is based on Clark Dietz’s design services schedule and the final completion date expected to be included in the project manual.

**D. Assumptions/Conditions (If applicable)**

This Amendment is subject to the following assumptions/conditions:

1. No change.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No change.

**B. Representative**

1. No change

**C. Decisions**

1. No change.

**D. Other**

1. No change.

**PART III  
COMPENSATION**

**A. Compensation**

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$ 14,300.00 . This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$ 180,000.00 .

**B. Billing and Payment – No Change**

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

---

**CUSTOMER/PROJECT:** 2026 Private Property I/I Dye Testing

**LOCATION:** Hale Heights Section of Sanitary Service Area

**REQUEST:** Award Professional Services Contract to raSmith for 2026 Private Property I/I Dye Testing Project

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council to approve the Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in a total project cost of \$45,751.00.

**DETAILS IN ATTACHED STAFF REPORT**

CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT

---

**2026 Private Property I/I Dye Testing**

---

**DATE STAFF REPORT CREATED:** January 14, 2026

**CUSTOMER/PROJECT NAME:** 2026 Private Property I/I Dye Testing

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

**REQUESTED ACTION:**  
Recommend to the Common Council to approve the Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in a total project cost of \$45,751.00.

**FISCAL IMPACT:** \$45,751.00

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

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

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Bid Award Recommendation Letter

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

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

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

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent

Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

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

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

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

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

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

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

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

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms

and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

**CITY:**  
City of New Berlin

**SERVICE PROVIDER:**  
R. A. Smith, Inc.  
\_\_\_\_\_  
[Insert Service Provider Name]

By: \_\_\_\_\_  
\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_  
Benjamin High, P.E. - Project Manager  
\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM TO CITY OF NEW BERLIN CONTRACTS**

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.

January 5, 2026

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

SENT VIA EMAIL

Re: Proposal for Professional Services  
raSmith Project No.: 2264601

Dear Mr. Parker:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2026 Dye Water Testing Project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

**Scope of Services**

A. Public Outreach

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

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

B. Project Bidding Documents

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

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



Mr. Alex Parker  
Utility Manager, City of New Berlin  
Page 2 / January 5, 2026

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

C. Construction Inspection

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

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

D. MMSD Summary Report

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

**Completion Schedule**

The field work portion of this project will likely occur in Spring/Summer of 2026. Following the completion of the field work, the MMSD summary report will be completed within 60 days.

All work with this project is anticipated to be completed prior to the expiration of the funding agreement which is January 29, 2027.

**Professional Fees**

The above services will be provided based on a time and materials basis not to exceed **\$41,591.00**. Services will be billed each month based on the work completed.

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

**Client Responsibilities/Assumptions**

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

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

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



Mr. Alex Parker  
Utility Manager, City of New Berlin  
Page 3 / January 5, 2026

Sincerely,  
raSmith

A handwritten signature in blue ink, appearing to read 'Benjamin G. High', followed by a smaller, less legible signature.

Benjamin G. High, P.E.  
Project Manager

Enclosure:

bth:H:\2264601\Contract\EP 010526 Parker New Berlin Dye Water Flooding.docx

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** 2026 Flow Monitoring Project

**LOCATION:** City Wide

**REQUEST:** Award Professional Services Contract to raSmith for 2026

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council to award the Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program.

**DETAILS IN ATTACHED STAFF REPORT**

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

---

**2026 Flow Monitoring Project**

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**DATE STAFF REPORT CREATED:** January 14, 2026

**CUSTOMER/PROJECT NAME:** 2026 Flow Monitoring Project

**ISSUE/DESCRIPTION OF PROJECT:** Flow Monitoring and I/I Quantification Project

**REQUESTED ACTION:**  
Recommend to the Common Council to award the Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program.

**FISCAL IMPACT:** \$50,000.00

**SOURCE OF FUNDS:** Sewer Operations

**RATIONALE:**  
Quantifying data collected by utility flow monitors to determine sources of inflow and infiltration.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** raSmith Proposal

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

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred to as the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

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

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent

Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

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

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

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

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

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

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

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

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms

and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

**CITY:**  
City of New Berlin

**SERVICE PROVIDER:**  
R. A. Smith, Inc.  
\_\_\_\_\_  
[Insert Service Provider Name]

By: \_\_\_\_\_  
Alex Parker - Utility Manager  
\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_  
Benjamin High, P.E. - Project Manager  
\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A



R.A. Smith, Inc.  
16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000 | [rasmith.com](http://rasmith.com)

January 5, 2026

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

SENT VIA EMAIL

Re: Proposal for Professional Services  
raSmith Project No.: 2264600

Dear Mr. Parker:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2026 Flow Monitoring and I/I Quantification project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

## Scope of Services

### A. Flow Monitoring

Per the results of the 2025 Flow Monitoring and I/I Quantification project, and the desire to quantify the past rehabilitation project areas, we propose to assist the Utility with their 2026 sanitary sewer flow monitoring program as in past years.

We will be quantifying data from the basins monitored during the 2026 program along with the lift stations and MMSD sites located in the City during the time period of March 2026 to November 2026. We will also be quantifying the I/I reductions that have been experienced due to recent rehabilitation projects that have occurred over the past few years. We will perform the following steps for installing the monitoring equipment, performing monthly site visits with the Utility and quantifying the I/I for the monitored sites in the City:

1. Flow Monitor Installation and Monthly Site Visits
  - a. Determine installation locations for flow monitors based on the results of the 2025 Flow Monitoring I/I Quantification program, previous Utility studies and rehabilitation projects, basins identified in the latest MMSD facility plan, and other Utility interests, which includes the use of MMSD funding to address private property issues in the City.
  - b. Assist Utility staff with the set-up and installation of the Utility owned flow monitors. The amount of meters installed in the program will be determined after identifying the basin locations and flow monitoring equipment available. A 2-day setup and installation, including Utility staff, will be anticipated for this project.
  - c. Utility staff will continue to perform downloads and maintenance on the meters as done in recent programs. We will continue to meet with the Utility once a month throughout the monitoring period to briefly analyze the collected data, verify the integrity of each monitoring site, and ensure that quality data is being collected.



Mr. Alex Parker  
Utility Manager, City of New Berlin  
Page 2 / January 5, 2026

- d. At the conclusion of the monitoring period, Utility staff will perform monitor removal and cleaning with limited services from our staff.
- 2. Flow Monitoring I/I Quantification
  - a. Acquire data from the City's rain gauges and lift stations for the monitoring time period.
  - b. Correlate rainfall data with flow monitoring data.
  - c. Develop flow statistics (maximums, minimums, averages, base flow).
  - d. Perform I/I per inch-mile and %RDII calculations.
  - e. Make recommendations for prioritizing cleaning, televising, and dye testing sewers. Further recommendations can be drawn to steer current and future public and private sewer rehabilitation efforts as well.
  - f. Submit a final summary report to the City.

**B. CMAR Reporting**

We will continue to help the City with their annual CMAR submittal to the WDNR. Below is a list of the tasks included in this item:

- 1. CMAR data collection.
- 2. CMAR form data entry.
- 3. CMAR form submittal to the WDNR.

**C. MMSD PPII Program Submittals**

We will continue to help the City with all submittals to the MMSD in regards to various PPII projects. This work includes but is not limited to the following:

- 1. Meetings with MMSD personnel
- 2. Work Plan development and submittals
- 3. Funding Agreement reviews

**Completion Schedule**

The flow monitors will be installed from March 2026 to November 2026. Data quantification will be ongoing with the monitoring portion of the project, with the final report delivery 90 days after the monitors are removed.

The CMAR and the MMSD related work will be completed during the 2026 calendar year.



Mr. Alex Parker  
Utility Manager, City of New Berlin  
Page 3 / January 5, 2026

### Professional Fees

The above services will be provided for a time and materials fee not to exceed **\$50,000.00**. Services will be billed each month based on the work completed.

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

### Client Responsibilities/Assumptions

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

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

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

Sincerely,  
raSmith



Benjamin G. High, P.E.  
Project Manager

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Water Utility Reservoir Inspections

**LOCATION:** City Wide

**REQUEST:** Award Professional Service Agreement to Dixon Engineering for Reservoir Inspections

**UTILITY MANAGER RECOMMENDATION:**

Recommend to the Common Council to award the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00.

**DETAILS IN ATTACHED STAFF REPORT**

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

---

**Water Utility Reservoir Inspections**

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**DATE STAFF REPORT CREATED:** January 19, 2026

**CUSTOMER/PROJECT NAME:** Water Utility Reservoir Inspections

**ISSUE/DESCRIPTION OF PROJECT:** Remote Inspection of Ten (10) Water Reservoirs

**REQUESTED ACTION:**  
Recommend to the Common Council to award the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00.

**FISCAL IMPACT:** \$43,200.00

**SOURCE OF FUNDS:** Operating Budget Distribution Reservoirs & Standpipes  
91002672-52030

**RATIONALE:**  
The Department of Natural Resources (DNR) requires all water reservoirs to be professionally inspected every five (5) years.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Dixon Engineering Proposal



**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between City of New Berlin, Wisconsin (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance- ROV) services for the 500,000 Gallon Spheroid (Calhoun), 500,000 Gallon Spheroid (Sunny Slope), 750,000 Gallon Composite (Rock Ridge Road), 538,560 Gallon Concrete Reservoir Well 8 (Valley View Road), 557,600 Gallon Concrete Reservoir Well 7 (National Ave), 1,000,000 Gallon Concrete Reservoir Well 3 (Rogers Drive), 200,000 Gallon Concrete Reservoir Well 4 (Green Ridge), 37,600 Gallon Clearwell Well 7 (National Ave), 90,000 Clearwell Well 4 (Green Ridge), and 40,425 Gallon Clearwell Well 8 (Valley View Road)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$43,200**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

**Proposals / Agreement Signatures**

Kayla Mulcahy, Project Manager October 28, 2025  
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

---

APPROVED as CONTRACT BY OWNER                      POSITION                      DATE

---

Co-SIGNATURE of Contract (if required)                      POSITION                      DATE

---

AGREEMENT APPROVED by DIXON                      POSITION                      DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Alex Parker  
Address for Owner’s receipt of notices:  
City of New Berlin  
16450 W. National Avenue  
New Berlin, WI 53151  
Email: aparker@newberlinwi.gov

Designated Person: Kayla Mulcahy  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76th St., Suite 109  
Greenfield, WI 53220  
Email: kaylamulcahy@dixonengineering.net

Exhibits: A, C, E, GP, IR                      Owner: City of New Berlin, WI                      Page 1 of 26  
Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
  - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or

Exhibits: A, C, E, GP, IR

Owner: City of New Berlin, WI

Page 2 of 26

Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

#### **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

#### **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

#### **ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP**

#### **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

#### **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 2. EXHIBIT C, Attachments C-1, and C-2.
  - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
  - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

#### **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General

Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

**9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

## **DIXON's SERVICES**

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Article 1 and 2 of this Agreement

### **PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES**

#### **A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:**

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
  2. Assist Client in identifying potential solution(s) to Client's Project requirements.
  3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
  4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
  5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
  6. Provide field inspection services on a prearranged date.
  7. Provide a filled in DNR Form from 3300-248 (Water Storage Inspection Report) for the tank.
  8. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

#### **B. Maintenance Evaluation of Steel Tank by ROV**

1. DIXON SERVICES
  - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
  - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
  - c. Review all exterior appurtenances for damage due to corrosion or other sources.

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- d. Review all safety requirements for ladders, cages, etc., interior, and exterior.
  - e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
  - f. Review the exterior of the exposed foundations.
  - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
  - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

## **BASIS OF FEES, INVOICING, AND PAYMENT**

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### **Part 1 BASIS OF FEES**

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
    - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
  - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
      - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
  - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
  - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

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- Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
  2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#\_\_ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees.

Contingent Fees may be transferred within the Project Phase or transferred to other project Phases

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as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
    - d. Work is defective, require correction or replacement including additional observation costs.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.

3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
  3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.

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2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

### **PART 3 SELECTION OF RPR SERVICES**

#### **C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

#### **C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  1. Daily RPR Services -8 hours per day plus travel time and mileage.
  2. Full Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
    - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
    - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

#### **C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

**SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Three Thousand, Two Hundred Dollars, \$43,200** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01- Maintenance Evaluation	10	\$4,320	\$43,200	Unit Price
TOTAL:			\$43,200	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)**

## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

### **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

#### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - 2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware;

data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

<b>Notes</b>	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
<b>Key</b>	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
<b>Minimum Version Required</b>	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

**GENERAL PROVISIONS and RELATED CONDITIONS**

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

**GP1.01 Standards of Performance:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

**GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:**

- A. DIXON's Services and Additional Services do not include:
  - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
  - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
  - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
  - 4. providing legal advice or representation

**GP1.03 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

**GP1.04 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
  - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
  - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
  - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to Client shall not create any rights in third parties.

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

**GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:**

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

**GP1.07 Visits to Site and Observation of Construction**

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
  2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
  3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
  4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
  5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
  2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
  2. nor shall DIXON have authority over or responsibility,
    - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
    - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
    - c. for the coordination of the Contractors' work or schedules, nor
    - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
    - e. for the acts or omissions of any Contractor
    - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

**GP1.08 Environmental Condition of Site: Constituents of Concern (CC)**

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or

adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
  3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**GP1.09 Dispute Resolution:** DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

**GP1.10 Suspension and Termination:**

A. Suspension:

1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
  - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.

B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:

1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. By DIXON: Upon seven days written notice:
  - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
  - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
  - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.

D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.

E. DIXON shall have no liability to the Owner or Client, on account of such termination.

F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.

G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

**GP1.11 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

**INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

**IR1.01 Insurance Requirements**

- A. The limits of liability for the insurance required by the Agreement are as follows:
  - 1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
    - a. Worker’ Compensation Statutory
    - b. Employer’s Liability –
      - 1) Bodily injury, each Accident: \$1,000,000
      - 2) Bodily injury by disease, each employee: \$1,000,000
      - 3) Bodily injury/disease, aggregate: \$1,000,000
    - c. General Liability –
      - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
      - 2) General Aggregate: \$2,000,000
    - d. Excess or Umbrella Liability –
      - 1) Per Occurrence: \$2,000,000
      - 2) General Aggregate \$2,000,000
    - e. Automobile Liability – Combined Single Limit \$1,000,000
    - f. Professional Liability - (required only of Engineer Client)
      - 1) Each Claim Made \$2,000,000
      - 2) Annual Aggregate \$2,000,000

**IR1.02 Insurance Requirements**

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON’s Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder’s risk policy, allows for waiver of subrogation rights and contains 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 insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder’s risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

Exhibits: A, C, E, GP, IR                      Owner: City of New Berlin, WI                      Page 24 of 26  
    Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
    04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
    08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

## **PART 2 LIMITATIONS OF LIABILITY**

### **IR2.01 Definitions:**

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

### **IR2.02 Indemnification**

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
  - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage 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 negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

Exhibits: A, C, E, GP, IR

Owner: City of New Berlin, WI

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Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

**IR2.03 Mutual Waiver**

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

**IR2.04 Percentage Share of Negligence**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

**IR2.05 No Defense Obligation**

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

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# STAFF REPORT

## EXECUTIVE SUMMARY

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**APPLICANT:** Waukesha County DPW

**PROJECT:** Moorland Road Land Acquisition – Sanitary Sewer

**LOCATION:** Moorland Road (CTH O) from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59)

**REQUEST:** Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

**D.C.D. RECOMMENDATION:** Recommend to the Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

1. The City of New Berlin has 7 parcels with sanitary sewer easements that will be impacted by the Moorland Road reconstruction project that is planned for 2027. Waukesha County is seeking a Temporary Construction Easement over lands the City has easement interest. The list of parcels and the map showing the locations is attached as part of the Temporary Construction Easement documentation.
2. Waukesha County is seeking a Conveyance of Rights in Land for two parcels: Parcel 7 (Tax Key NBC 1195.973) and Parcel 33 (Tax Key NBC 1164.004 for release of rights to lands owned by these two properties where City sanitary sewer is located.
3. In compensation for the cost to relocate the affected sanitary sewer, a Lump Sum Agreement will be entered into between Waukesha County and the City of New Berlin to remove and relocate the City's sanitary sewer. Since no infrastructure work will be completed with the project construction, no fee would be requested in advance of the project construction.

**Attachment:**

Temporary Construction Easement

Conveyance of Rights of Land

Lump Sum Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility

**CONVEYANCE OF RIGHTS IN LAND**

**(Non-Fee Land Interests)**

Exempt from-filing transfer form s.77.21(1) Wis. Stats.  
Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

The City of New Berlin, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Waukesha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:  
None

**Legal Description**  
see attached

This space is reserved for recording data

Return to  
Waukesha County DPW  
515 W Moreland Blvd Room 220  
Waukesha WI 53188

Parcel Identification Number/Tax Key Number  
NBC 1195 973, NBC 1164 004

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

**Acknowledgment**

\_\_\_\_\_  
The City of New Berlin  
(Grantor Name)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)  
  
State of \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
\_\_\_\_\_ County )  
  
On the above date, this instrument was acknowledged before me by  
the named person(s).  
  
\_\_\_\_\_  
(Signature, Notary Public)  
  
\_\_\_\_\_  
(Print or Type Name, Notary Public)  
  
\_\_\_\_\_  
(Date Commission Expires)

**Fee Title** in and to all that part of Lot 2, in Block 1, of the unrecorded plat of Acredale, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 89°50'37" East, along the North line of said Northwest 1/4 Section, 169.66 feet to a point; thence South 00°09'23" East, 50.00 feet to the point of beginning of the lands to be described; thence North 89°50'37" East, 165.00 feet to a point; thence South 00°13'50" West, 1.35 feet to a point; thence South 87°02'23" West, 135.96 feet to a point; thence South 89°50'37" West, 29.25 feet to a point; thence North 00°13'50" East, 8.00 feet to the point of beginning.

Said description contains 869 square feet or 0.020 acres more or less of new right of way.

**Fee Title** in and to all that part of Parcel 1 of Certified Survey Map No. 3171 recorded in Volume 24 of Certified Survey Maps, on Pages 8 through 10, as Document No. 1028878, at the Waukesha County Register of deeds, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Beginning at the Northeast Corner of Parcel 1 of Certified Survey Map No. 3171; thence South 01°59'26" East, along the East line of said Parcel 1, a distance of 9.45 feet to a point; thence North 88°02'06" West, 156.63 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 3171; thence North 88°30'19" East, along said North line of Parcel 1, a distance of 156.27 feet to the point of beginning.

Said description contains 738 square feet or 0.017 acres more or less of new right of way.

**TEMPORARY CONSTRUCTION EASEMENT  
(Traditional Right-of-Way Plat)**

The City of New Berlin, Grantor, which has an interest in the lands described below, grants to the Waukesha County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of New Berlin, Waukesha County, Wisconsin and are shown on Sheet Number(s) 4.04, 4.05, and 4.09, which is a part of the Right-of-Way Plat for Project No. 2722-04-21, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 515 W. Moreland Blvd, Waukesha, WI 53188.

The said lands are part of Parcel(s) 21, as shown on said Right-of-Way Plat and are further described as lying in the Northeast ¼ of Section 10, Southeast ¼ of Section 10, Southeast ¼ of Section 3, Town 6 North Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2722-04-71 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Waukesha County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

December 19, 2024  
\_\_\_\_\_  
(Document Created Date)

The City of New Berlin  
\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

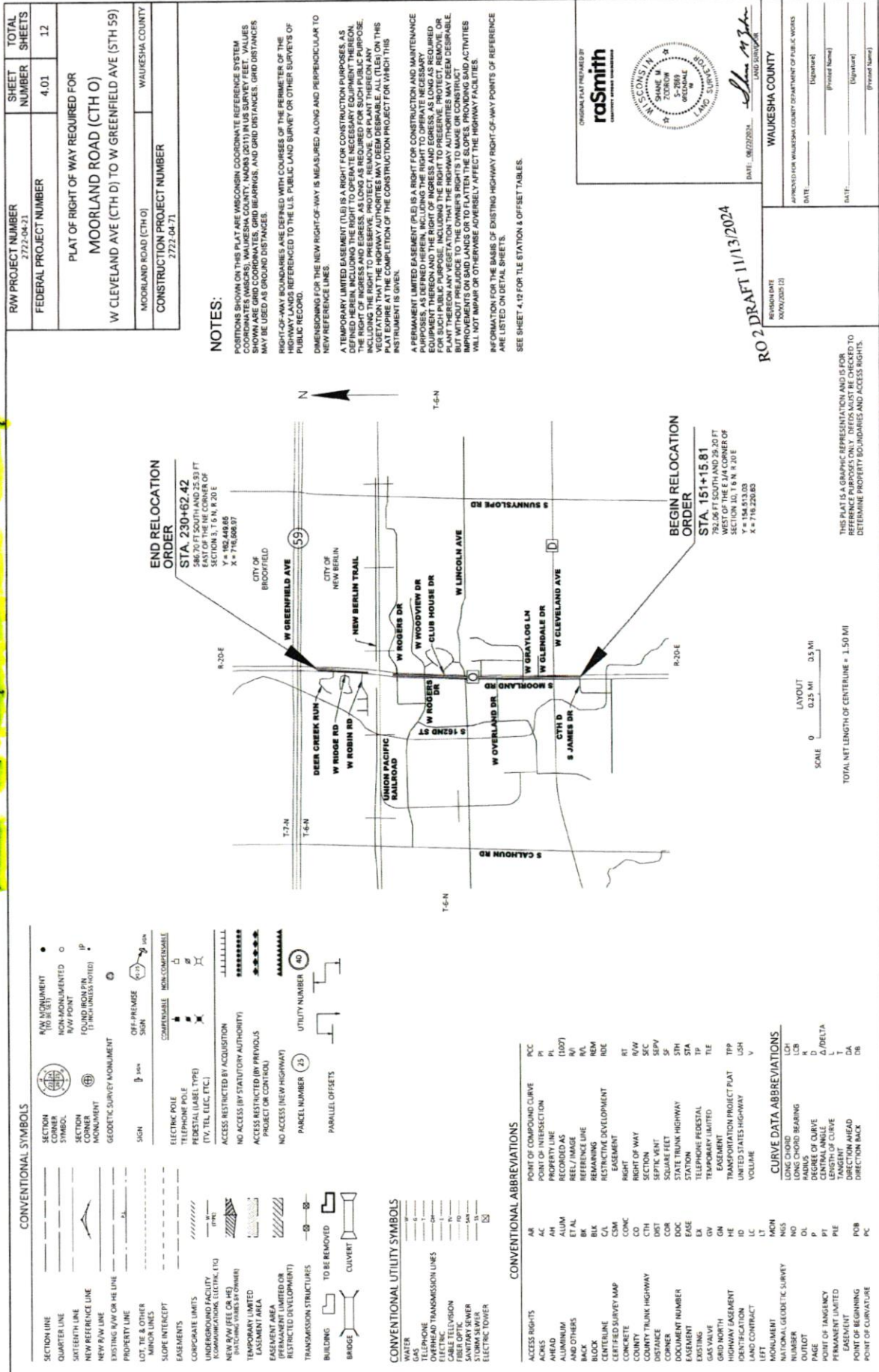
\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

Utility Parcel 101, City of New Berlin Sanitary (Temp. Construction Easement-Attachment)

Volume	Page	Document No	Parcel #	Tax I.D. #
1049	501	662489	1	NBC 1189 017 002
42	207	744606	2	NBC 1192 001 008
479	485	1174412	7	NBC 1195 973
462	883	1163823	8	NBC 1195 972
470	816	1169223	9	NBC 1195 971
		Prescriptive	10	NBC 1195 960
		Prescriptive	32	NBC 1164 005

Parcel #101 - City of New Berlin - Sanitary



R/W PROJECT NUMBER 2772-04-21	SHEET NUMBER 4.01	TOTAL SHEETS 12
FEDERAL PROJECT NUMBER	PLAT OF RIGHT OF WAY REQUIRED FOR MOORLAND ROAD (CTH O) W CLEVELAND AVE (CTH D) TO W GREENFIELD AVE (STH 59)	
CONSTRUCTION PROJECT NUMBER 2772-04-71	WALKESHA COUNTY	

**NOTES:**

PORTIONS SHOWN ON THIS PLAT ARE UNCORRECTED COORDINATE REFERENCE SYSTEM COORDINATES (MARKS). WALKESHA COUNTY, NAD83 (2011) PLUS SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY-LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PURPOSES. THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PURPOSES, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDED SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE ARE LISTED ON DETAIL SHEETS.

SEE SHEET 4.19 FOR TLE STATION & OFFSET TABLES.

ORIGINAL PLAT PREPARED BY  
**raSmith**  
REGISTERED PROFESSIONAL SURVEYOR

DATE: 06/27/2024

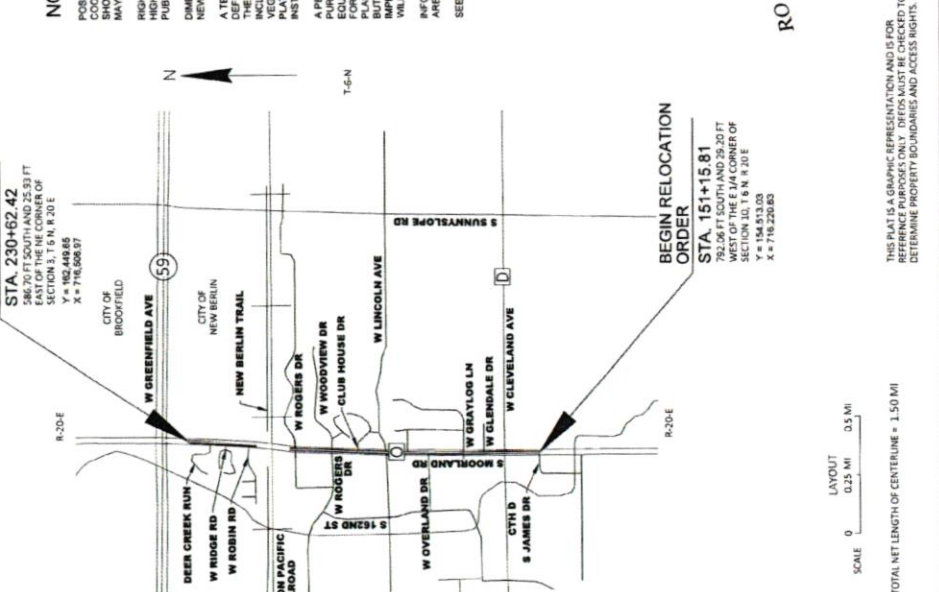
WALKESHA COUNTY

APPROVED FOR WALKESHA COUNTY DEPARTMENT OF PUBLIC WORKS  
DATE: \_\_\_\_\_ (Signature)  
DATE: \_\_\_\_\_ (Printed Name)

APPROVED FOR WALKESHA COUNTY DEPARTMENT OF PUBLIC WORKS  
DATE: \_\_\_\_\_ (Signature)  
DATE: \_\_\_\_\_ (Printed Name)

REVISION DATE: 10/02/2024 (2)

RO 2 DRAFT 11/13/2024



**END RELOCATION ORDER**  
STA. 230+62.42  
546.70 FT SOUTH AND 25.93 FT EAST OF THE NE CORNER OF SECTION 3, T. 6 N. R. 20 E  
X = 716.608 87

**BEGIN RELOCATION ORDER**  
STA. 151+15.81  
111.11 FT SOUTH AND 20.07 WEST OF THE E/4M CORNER OF SECTION 10, T. 6 N. R. 20 E  
Y = 154.513 03  
X = 716.226 83

SCALE 0 0.25 MI 0.5 MI 1.0 MI

TOTAL NET LENGTH OF CENTERLINE = 1.50 MI

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

**CONVENTIONAL SYMBOLS**

SECTION CORNER	MONUMENT	NON-MONUMENTED
SECTION CORNER	FOUND IRON PIN	(IF THIS IS NOT NOTED)
SECTION CORNER	GEODETIC SURVEY MONUMENT	
SECTION CORNER	OFF-PREMISE SIGN	
SECTION CORNER	COMPARABLE SIGN	NON-COMPARABLE
SECTION CORNER	ELECTRIC POLE	
SECTION CORNER	PRESTAL (LABEL TYPE)	(TV, TEL, ELEC, ETC.)
SECTION CORNER	ACCESS RESTRICTED BY ACQUISITION	
SECTION CORNER	NO ACCESS (BY STATUTORY AUTHORITY)	
SECTION CORNER	ACCESS RESTRICTED BY PREVIOUS PROJECT OR CONTROL	
SECTION CORNER	NO ACCESS (NEW HIGHWAY)	
SECTION CORNER	PARCEL NUMBER	25
SECTION CORNER	UTILITY NUMBER	(40)
SECTION CORNER	PARALLEL OFFSETS	
SECTION CORNER	TO BE REMOVED	
SECTION CORNER	CULVERT	

**CONVENTIONAL UTILITY SYMBOLS**

WATER	TELEPHONE	OVERHEAD TRANSMISSION LINES	CABLE TELEVISION	FIBER OPTIC	SANITARY SEWER	SEWER	ELECTRIC TOWER
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**CONVENTIONAL ABBREVIATIONS**

AR	ACCESS RIGHTS	PCC	POINT OF COMPOUND CURVE
AC	ACRES	PI	POINT OF INTERSECTION
AH	ALUMINUM	PL	PROPERTY LINE
ALUM	AND OTHERS	(100')	RECORDED AS
ET AL	BLK	W	W/ADJACENT
BLK	BLOCK	W	W/ADJACENT
CA	CENTERLINE	W	W/ADJACENT
CSM	CERTIFIED SURVEY MAP	W	W/ADJACENT
CONC	CONCRETE	W	W/ADJACENT
CO	COUNTY	W	W/ADJACENT
CTH	COUNTY TRUNK HIGHWAY	W	W/ADJACENT
DIS	DISTANCE	W	W/ADJACENT
DOC	DOCUMENT	W	W/ADJACENT
DOC	DOCUMENT NUMBER	W	W/ADJACENT
EASE	EASEMENT	W	W/ADJACENT
EA	EXISTING	W	W/ADJACENT
GV	GAS VALVE	W	W/ADJACENT
GN	GRID NORTH	W	W/ADJACENT
HE	HIGHWAY EASEMENT	W	W/ADJACENT
ID	IDENTIFICATION	W	W/ADJACENT
LD	LAND CONTRACT	W	W/ADJACENT
LET	LETTER	W	W/ADJACENT
MCN	MONUMENT	W	W/ADJACENT
N6S	NATIONAL GEODETIC SURVEY	W	W/ADJACENT
NO	NORTH	W	W/ADJACENT
DL	DUTILE	W	W/ADJACENT
P	PAGE	W	W/ADJACENT
PI	POINT OF INTERSECTION	W	W/ADJACENT
PL	PLAT	W	W/ADJACENT
PLM	PLAT LIMITED EASEMENT	W	W/ADJACENT
PCB	POINT OF BEGINNING	W	W/ADJACENT
PC	POINT OF CURVATURE	W	W/ADJACENT

**CURVE DATA ABBREVIATIONS**

LCB	LONG CHORD BEARING
R	RADIUS
D	DEGREE OF CURVE
L	LENGTH OF CURVE
T	TANGENT
DA	DIRECTION AHEAD
DB	DIRECTION BACK

FILE NAME: S:\51835\DWG\272204\W\TITLE SHEET - SCHEDULE - LAYOUT.RWG

PLOT DATE: 11/13/2024 12:09 PM

PLOT NAME: PLOT 001 - 11/13/2024 12:09 PM

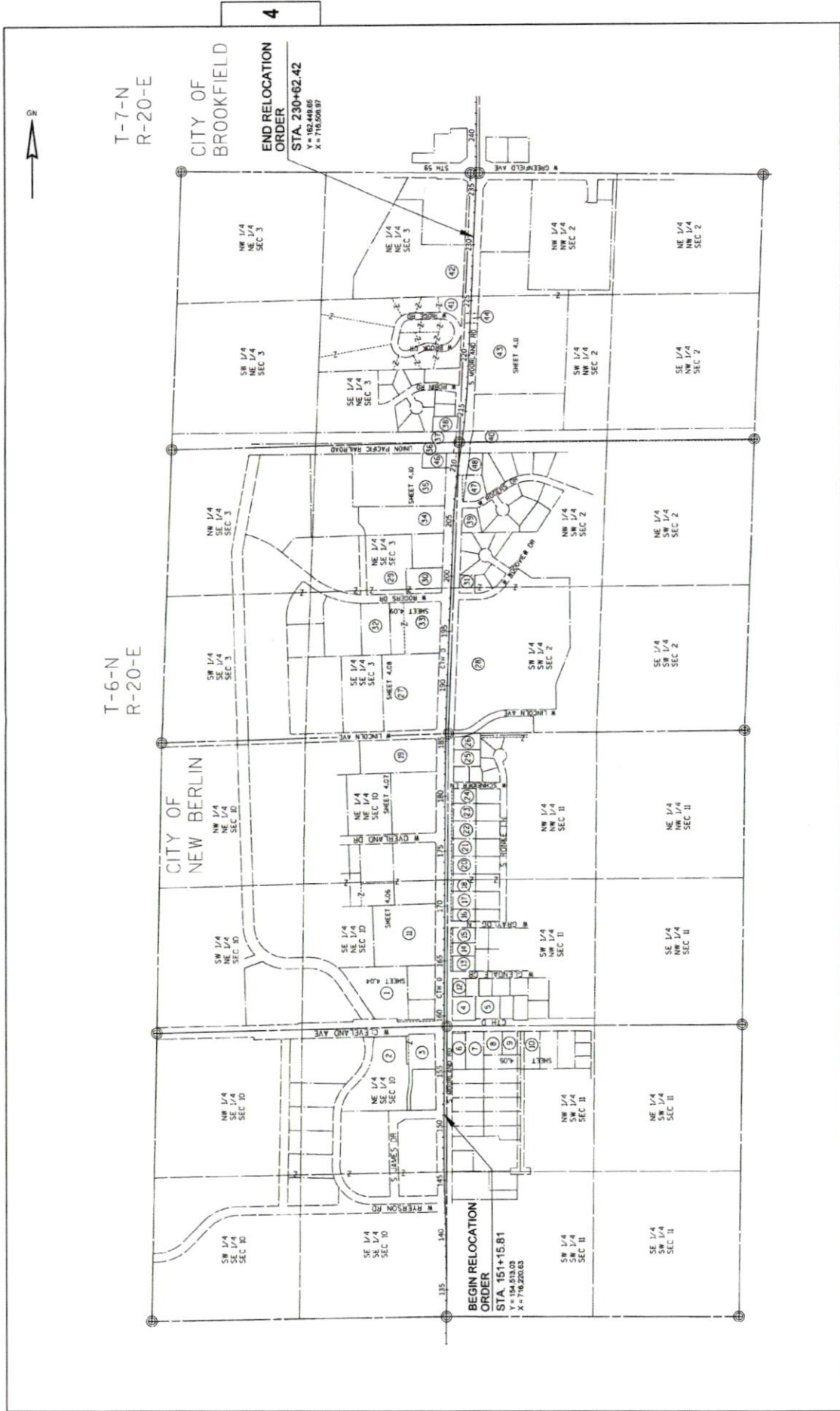
# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY  
 AS THE PROJECT IS TO BE TRANSFERRED TO THE COUNTY OF  
 WAUKESHA AND INTERESTS TO WAUKESHA COUNTY

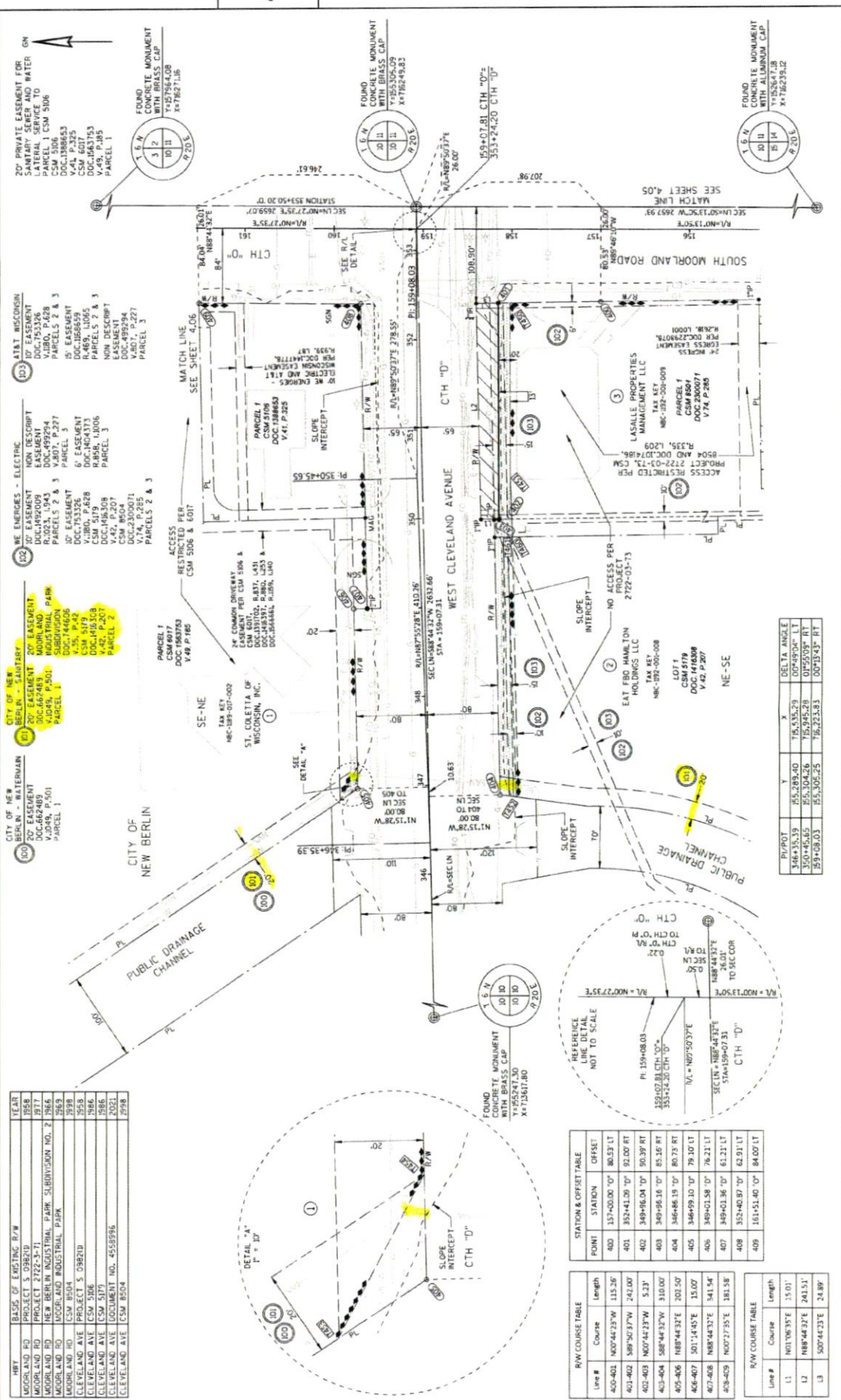
SHEET NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES REQUIRED		TOTAL ACRES	RELEASE OF RIGHTS
			NEW	EXISTING		
1	ST. COLETTA OF WISCONSIN, INC.	FEF., TLE	-	-	0.0006	RELEASE OF RIGHTS
2	EAT FRO HAMPTON HOLDINGS LLC	FEF., TLE	0.025	-	0.025	RELEASE OF RIGHTS
3	LASALLE PROPERTIES MANAGEMENT LLC	FEF., TLE	0.032	-	0.032	RELEASE OF RIGHTS
4	ARC CAPESAUOUI, LLC	FEF., TLE	0.002	-	0.002	RELEASE OF RIGHTS
5	MARY PAULA	FEF., TLE	0.004	-	0.004	RELEASE OF RIGHTS
6	DUBBIN PETROLEUM, LLC	FEF., TLE	0.020	-	0.020	RELEASE OF RIGHTS
7	FRANKLIN B. HEHL	FEF., TLE	-	-	0.140	RELEASE OF RIGHTS
8	LEE K. GAETHKE	FEF., TLE	-	-	0.0459	RELEASE OF RIGHTS
9	ERIC KRUEGER	FEF., TLE	-	-	0.022	RELEASE OF RIGHTS
10	TIG III ACQUISITION, L.L.C.	FEF., TLE	-	-	0.0231	RELEASE OF RIGHTS
11	JOHN R. & TAMMY J. FEDER	FEF., TLE	-	-	0.0067	RELEASE OF RIGHTS
12	MARY C. & GREGORY C. KRÄMER	FEF., TLE	0.005	-	0.005	RELEASE OF RIGHTS
13	MICHAEL J. CYCHOST	FEF., TLE	0.006	-	0.006	RELEASE OF RIGHTS
14	JAMES H. CLARK	FEF., TLE	0.003	-	0.003	RELEASE OF RIGHTS
15	JAMES H. CLARK	FEF., TLE	0.003	-	0.003	RELEASE OF RIGHTS
16	SEAN G. & ADRI L. SCHNEIDER	FEF., TLE	0.001	-	0.001	RELEASE OF RIGHTS
17	SEAN G. & ADRI L. SCHNEIDER	FEF., TLE	0.001	-	0.001	RELEASE OF RIGHTS
18	TIMOTHY C. & AUSA R. JOHNSON	FEF., TLE	0.022	-	0.022	RELEASE OF RIGHTS
19	MCD PRODUCTS 2, LLC	FEF., TLE	0.067	-	0.067	RELEASE OF RIGHTS
20	BRUCE & DAWN BRIONES	FEF., TLE	-	-	0.018	RELEASE OF RIGHTS
21	JAMIE C. JOHNSON	FEF., TLE	-	-	0.018	RELEASE OF RIGHTS
22	ALJANDRA GAMBOA & JAVIER RODRIGUEZ CONTRALEZ	FEF., TLE	-	-	0.034	RELEASE OF RIGHTS
23	PELLEY & SCOTT J. FICKENBACH	FEF., TLE	0.006	-	0.006	RELEASE OF RIGHTS
24	JOHN M. & DAWN GILSON	FEF., TLE	0.023	-	0.023	RELEASE OF RIGHTS
25	DANIEL S. & DAWN GILSON	FEF., TLE	0.023	-	0.023	RELEASE OF RIGHTS
26	JASON MCRAE & JILL GROSHEK	FEF., TLE	0.008	-	0.008	RELEASE OF RIGHTS
27	HADER INDUSTRIES, INC.	FEF., TLE	0.009	-	0.009	RELEASE OF RIGHTS
28	SANGLIARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC	FEF., TLE	0.067	-	0.067	RELEASE OF RIGHTS
29	RUNDLE-SPENCE MFG. CO.	FEF., TLE	-	-	0.044	RELEASE OF RIGHTS
30	KWK TRIP, INC.	FEF., TLE	-	-	0.081	RELEASE OF RIGHTS
31	ESTERAN ABREGON	FEF., TLE	0.008	-	0.008	RELEASE OF RIGHTS
32	ESTERAN ABREGON	FEF., TLE	0.008	-	0.008	RELEASE OF RIGHTS
33	GOFF FARM LP	FEF., TLE	0.016	-	0.016	RELEASE OF RIGHTS
34	TOP SHELF NEW BERLIN, LLC	FEF., TLE	-	-	0.044	RELEASE OF RIGHTS
35	WAUSAU EQUIPMENT COMPANY LLC	FEF., TLE	-	-	0.005	RELEASE OF RIGHTS
36	THE MILWAUKEE AND MADISON RAILWAY COMPANY	FEF., TLE	-	-	0.006	RELEASE OF RIGHTS
37	WISCONSIN ELECTRIC POWER COMPANY	FEF., TLE	0.015	-	0.015	RELEASE OF RIGHTS
38	SCOTT A. POETINE AND LIFE ESTATE INTEREST OF ANNA ZACHER	FEF., TLE	-	-	0.004	RELEASE OF RIGHTS
39	TIMOTHY S. KRATZ & MARISA E. PRONDZINSKI	FEF., TLE	0.003	-	0.003	RELEASE OF RIGHTS
40	WISCONSIN ELECTRIC POWER COMPANY	FEF., TLE	-	-	0.253	RELEASE OF RIGHTS
41	WISCONSIN ELECTRIC POWER COMPANY	FEF., TLE	-	-	0.253	RELEASE OF RIGHTS
42	DEER CREEK RUN APARTMENTS, LLC	FEF., TLE	-	-	0.013	RELEASE OF RIGHTS
43	HIGHLAND MEMORIAL PARK INC.	FEF., TLE	-	-	0.082	RELEASE OF RIGHTS
44	CITY OF NEW BERLIN	FEF., TLE	-	-	0.205	RELEASE OF RIGHTS
45	ELIMATED	FEF., TLE	-	-	0.248	RELEASE OF RIGHTS
46	480 INVESTMENTS, LLC	FEF., TLE	-	-	0.333	RELEASE OF RIGHTS
47	JAMES DANIEL & ROSEMARY LINDA TATICK	FEF., TLE	-	-	0.095	RELEASE OF RIGHTS
48	CITY OF NEW BERLIN	FEF., TLE	-	-	0.042	RELEASE OF RIGHTS

UTILITY NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED
01	4.02	CITY OF NEW BERLIN - WATERMAIN	RELEASE OF RIGHTS
02	4.04, 4.05 & 4.07	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS
03	4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29, 4.30, 4.31, 4.32, 4.33, 4.34, 4.35, 4.36, 4.37, 4.38, 4.39, 4.40, 4.41, 4.42, 4.43, 4.44, 4.45, 4.46, 4.47, 4.48, 4.49, 4.50, 4.51, 4.52, 4.53, 4.54, 4.55, 4.56, 4.57, 4.58, 4.59, 4.60, 4.61, 4.62, 4.63, 4.64, 4.65, 4.66, 4.67, 4.68, 4.69, 4.70, 4.71, 4.72, 4.73, 4.74, 4.75, 4.76, 4.77, 4.78, 4.79, 4.80, 4.81, 4.82, 4.83, 4.84, 4.85, 4.86, 4.87, 4.88, 4.89, 4.90, 4.91, 4.92, 4.93, 4.94, 4.95, 4.96, 4.97, 4.98, 4.99, 5.00, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 5.24, 5.25, 5.26, 5.27, 5.28, 5.29, 5.30, 5.31, 5.32, 5.33, 5.34, 5.35, 5.36, 5.37, 5.38, 5.39, 5.40, 5.41, 5.42, 5.43, 5.44, 5.45, 5.46, 5.47, 5.48, 5.49, 5.50, 5.51, 5.52, 5.53, 5.54, 5.55, 5.56, 5.57, 5.58, 5.59, 5.60, 5.61, 5.62, 5.63, 5.64, 5.65, 5.66, 5.67, 5.68, 5.69, 5.70, 5.71, 5.72, 5.73, 5.74, 5.75, 5.76, 5.77, 5.78, 5.79, 5.80, 5.81, 5.82, 5.83, 5.84, 5.85, 5.86, 5.87, 5.88, 5.89, 5.90, 5.91, 5.92, 5.93, 5.94, 5.95, 5.96, 5.97, 5.98, 5.99, 6.00, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29, 6.30, 6.31, 6.32, 6.33, 6.34, 6.35, 6.36, 6.37, 6.38, 6.39, 6.40, 6.41, 6.42, 6.43, 6.44, 6.45, 6.46, 6.47, 6.48, 6.49, 6.50, 6.51, 6.52, 6.53, 6.54, 6.55, 6.56, 6.57, 6.58, 6.59, 6.60, 6.61, 6.62, 6.63, 6.64, 6.65, 6.66, 6.67, 6.68, 6.69, 6.70, 6.71, 6.72, 6.73, 6.74, 6.75, 6.76, 6.77, 6.78, 6.79, 6.80, 6.81, 6.82, 6.83, 6.84, 6.85, 6.86, 6.87, 6.88, 6.89, 6.90, 6.91, 6.92, 6.93, 6.94, 6.95, 6.96, 6.97, 6.98, 6.99, 7.00, 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28, 7.29, 7.30, 7.31, 7.32, 7.33, 7.34, 7.35, 7.36, 7.37, 7.38, 7.39, 7.40, 7.41, 7.42, 7.43, 7.44, 7.45, 7.46, 7.47, 7.48, 7.49, 7.50, 7.51, 7.52, 7.53, 7.54, 7.55, 7.56, 7.57, 7.58, 7.59, 7.60, 7.61, 7.62, 7.63, 7.64, 7.65, 7.66, 7.67, 7.68, 7.69, 7.70, 7.71, 7.72, 7.73, 7.74, 7.75, 7.76, 7.77, 7.78, 7.79, 7.80, 7.81, 7.82, 7.83, 7.84, 7.85, 7.86, 7.87, 7.88, 7.89, 7.90, 7.91, 7.92, 7.93, 7.94, 7.95, 7.96, 7.97, 7.98, 7.99, 8.00, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.13, 8.14, 8.15, 8.16, 8.17, 8.18, 8.19, 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, 8.26, 8.27, 8.28, 8.29, 8.30, 8.31, 8.32, 8.33, 8.34, 8.35, 8.36, 8.37, 8.38, 8.39, 8.40, 8.41, 8.42, 8.43, 8.44, 8.45, 8.46, 8.47, 8.48, 8.49, 8.50, 8.51, 8.52, 8.53, 8.54, 8.55, 8.56, 8.57, 8.58, 8.59, 8.60, 8.61, 8.62, 8.63, 8.64, 8.65, 8.66, 8.67, 8.68, 8.69, 8.70, 8.71, 8.72, 8.73, 8.74, 8.75, 8.76, 8.77, 8.78, 8.79, 8.80, 8.81, 8.82, 8.83, 8.84, 8.85, 8.86, 8.87, 8.88, 8.89, 8.90, 8.91, 8.92, 8.93, 8.94, 8.95, 8.96, 8.97, 8.98, 8.99, 9.00, 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16, 9.17, 9.18, 9.19, 9.20, 9.21, 9.22, 9.23, 9.24, 9.25, 9.26, 9.27, 9.28, 9.29, 9.30, 9.31, 9.32, 9.33, 9.34, 9.35, 9.36, 9.37, 9.38, 9.39, 9.40, 9.41, 9.42, 9.43, 9.44, 9.45, 9.46, 9.47, 9.48, 9.49, 9.50, 9.51, 9.52, 9.53, 9.54, 9.55, 9.56, 9.57, 9.58, 9.59, 9.60, 9.61, 9.62, 9.63, 9.64, 9.65, 9.66, 9.67, 9.68, 9.69, 9.70, 9.71, 9.72, 9.73, 9.74, 9.75, 9.76, 9.77, 9.78, 9.79, 9.80, 9.81, 9.82, 9.83, 9.84, 9.85, 9.86, 9.87, 9.88, 9.89, 9.90, 9.91, 9.92, 9.93, 9.94, 9.95, 9.96, 9.97, 9.98, 9.99, 10.00	AT&T WISCONSIN	RELEASE OF RIGHTS
04	4.0	AMERICAN TRANSMISSION COMPANY	RELEASE OF RIGHTS
05	4.0	AMERICAN TRANSMISSION COMPANY	RELEASE OF RIGHTS
06	4.0	AMERICAN TRANSMISSION COMPANY	RELEASE OF RIGHTS
07	4.05 & 4.07	CHARTER COMMUNICATIONS	RELEASE OF RIGHTS
08	4.05, 4.07 & 4.30	WHISTLEBLOW	RELEASE OF RIGHTS
09	4.0	CENTURYLINK	RELEASE OF RIGHTS
10	4.0	CENTURYLINK	RELEASE OF RIGHTS
11	4.0	LUMEN	RELEASE OF RIGHTS

PROJECT NAME: \_\_\_\_\_ TITLE SHEET: SCHEDULE LAYOUT DWG  
 LAYOUT NUMBER: \_\_\_\_\_ PROJECT NUMBER: 2722-04-71  
 DATE: 08/22/2024  
 SCALE: 1"=40' (INDICATED)  
 COUNTY: WAUKESHA  
 PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: 2722-04-71  
 DATE: 08/22/2024  
 SCALE: 1"=40' (INDICATED)



PROJ. DATE: 08/22/2024	DATE: 08/22/2024	GRID FACTOR: N/A	SCALE (FEET): 0 100 200	HWY: MOORLAND ROAD (CTH 0)	STATE R/W PROJECT NUMBER: 2722-04-21	PLAT SHEET: 4.03
ROZ DRAFT 11/13/2024				COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-04-71	PS&E SHEET: E
FILE NAME: TITLE SHEET - SCHEDULE - LAYOUT.DWG	LAYOUT NAME: 399414.DWG	PLOT BY: ZORNIK, SHANE	PLOT DATE: 11/13/2024 12:09 PM	PLOT NAME: MOORLAND ROAD	PLOT SCALE:	WISDOT/CADDS SHEET 76



YEAR	BASES OF EXISTING R/W
1958	MOORLAND RD PROJECT S OBRZD
1971	MOORLAND RD PROJECT 2722-3-71
1966	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2
1969	MOORLAND RD MOORLAND INDUSTRIAL PARK
1978	MOORLAND RD CSM 8504
1978	CLEVELAND AVE PROJECT S OBRZD
1986	CLEVELAND AVE CSM 3008
1986	CLEVELAND AVE CSM 3017
1986	CLEVELAND AVE CSM 3018
1996	CLEVELAND AVE PROJECT NO. 455896
1998	CLEVELAND AVE CSM 8504

- CITY OF NEW BERLIN - WATERMAIN**
  - 20' EASEMENT
  - PARCEL 1
  - V.049, P.01
- CITY OF NEW BERLIN - SANITARY**
  - 20' EASEMENT
  - INDUSTRIAL PARK SUBDIVISION
  - V.049, P.01
  - PARCEL 1
  - DOC. 74408
  - CSM 5179
  - DOC. 149308
  - PARCEL 6
- WE ENERGIES - ELECTRIC**
  - 20' EASEMENT
  - PARCELS 2 & 3
  - V.007, P.27
  - PARCEL 3
  - DOC. 499294
  - PARCELS 2 & 3
  - V.180, P.628
  - PARCELS 2 & 3
  - DOC. 188653
  - V.47, P.235
  - PARCELS 2 & 3
  - DOC. 188653
  - V.47, P.235
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
  - NON DESCRIPT
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
- ATL WISCONSIN**
  - 20' EASEMENT
  - PARCELS 2 & 3
  - V.180, P.628
  - PARCELS 2 & 3
  - DOC. 188653
  - V.47, P.235
  - PARCELS 2 & 3
  - DOC. 188653
  - V.47, P.235
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
  - PARCEL 3
  - DOC. 188653
  - V.47, P.235
- PRIVATE EASEMENT FOR LATERAL SERVICE TO**
  - PARCEL 1 CSM 506
  - CSM 506
  - DOC. 188653
  - V.47, P.235
  - PARCEL 1
  - DOC. 188653
  - V.47, P.235
  - PARCEL 1
  - DOC. 188653
  - V.47, P.235
- FOUND CONCRETE MONUMENT WITH BRASS CAP**
  - V.157864.08
  - X.7827.18
  - 20.0'
- FOUND CONCRETE MONUMENT WITH BRASS CAP**
  - V.157864.08
  - X.7827.18
  - 20.0'
- FOUND CONCRETE MONUMENT WITH BRASS CAP**
  - V.157864.08
  - X.7827.18
  - 20.0'
- FOUND CONCRETE MONUMENT WITH BRASS CAP**
  - V.157864.08
  - X.7827.18
  - 20.0'
- FOUND CONCRETE MONUMENT WITH BRASS CAP**
  - V.157864.08
  - X.7827.18
  - 20.0'
- FOUND CONCRETE MONUMENT WITH BRASS CAP**
  - V.157864.08
  - X.7827.18
  - 20.0'

P/R/POT	Y	X	DELTA ANGLE
346+35.39	55,289.40	175,535.29	00°49'04" LT
350+45.05	55,304.26	175,945.29	01°55'03" RT
359+09.03	55,305.25	176,223.83	00°19'43" RT

LINE #	COURSE	LENGTH
1	N01°06'33"E	73.01'
2	N88°44'32"E	241.51'
3	S00°44'23"E	24.89'

LINE #	COURSE	LENGTH
400-401	N00°44'23"W	115.26'
401-402	S89°50'37"W	242.00'
402-403	N07°44'23"W	5.33'
403-404	S88°44'32"W	310.00'
404-405	N88°44'32"E	202.50'
405-406	S01°14'52"E	13.00'
406-407	S01°14'52"E	341.54'
407-408	N88°44'32"E	181.58'
408-409	N00°17'53"E	84.00'

POINT	STATION	OFFSET
400	137+00.00 10"	80.53' LT
401	332+41.20 10"	92.09' RT
402	349+86.04 10"	90.39' RT
403	349+86.18 10"	83.18' RT
404	346+88.19 10"	80.78' RT
405	346+99.10 10"	79.10' LT
406	349+01.58 10"	76.21' LT
407	349+01.36 10"	61.21' LT
408	352+40.87 10"	62.91' LT
409	161+51.40 10"	84.00' LT

DATE 08/22/2024  
 GRID FACTOR N/A  
 SCALE (FEET) 0 50 100  
 PLOT DATE: 11/13/2024 12:31 PM  
 COUNTY: WAUKESHA  
 CONSTRUCTION PROJECT NUMBER 2722-04-71  
 STATE R/W PROJECT NUMBER 2722-04-21  
 HWY: MOORLAND ROAD (CTH 0)  
 PLAT SHEET 4.04  
 PS&E SHEET E  
 RO 2 DRAFT 11/13/2024  
 PROJECT NAME: DETAIL SHEETS 4.04 TO 4.07 DWG  
 LAYOUT NAME: 38644.04

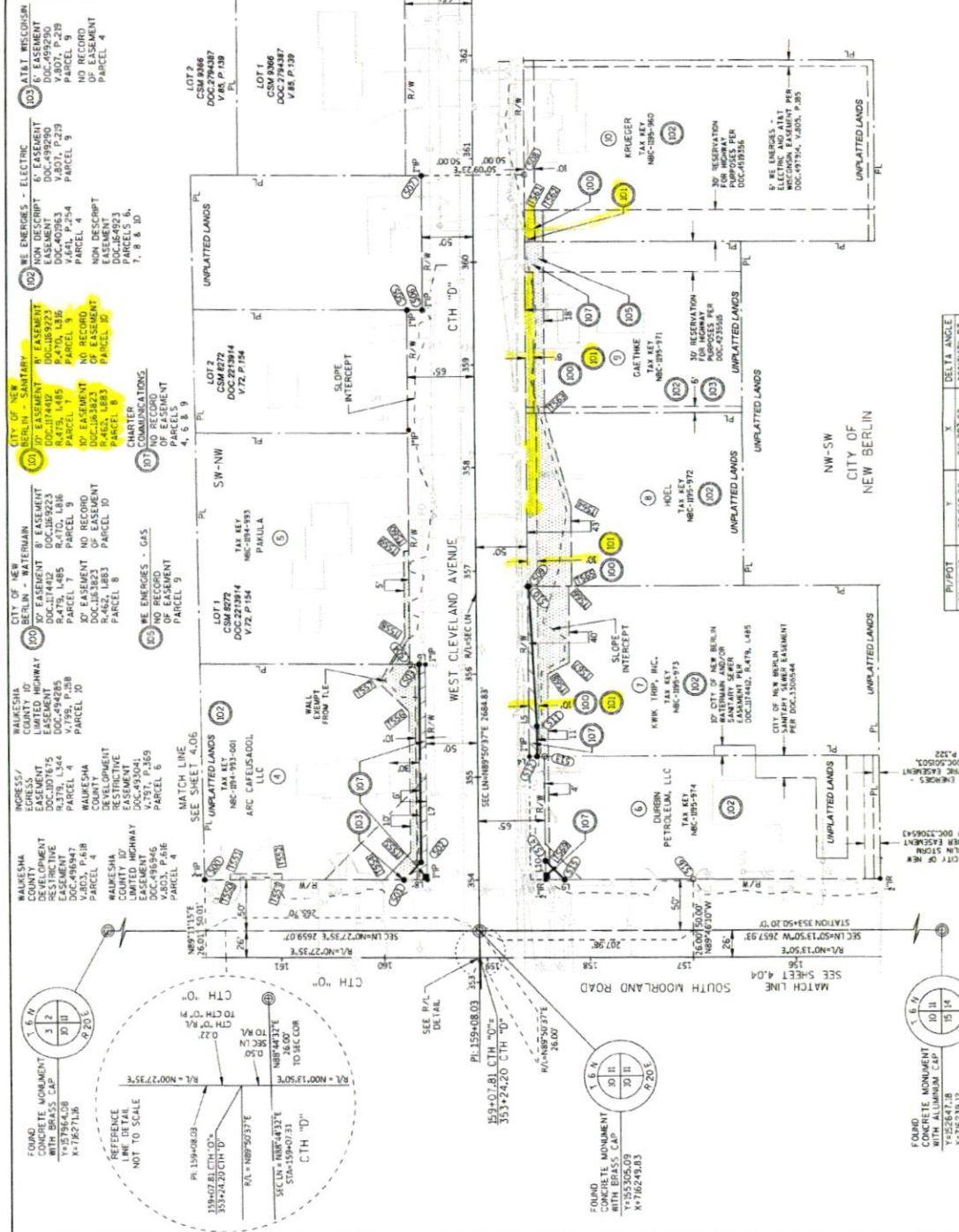
MHT	BASEL OF EXISTING R/W	YEAR
	MOORLAND RD PROJECT S 0982D	1958
	CLEVELAND AVE PROJECT 2722-3-71	1977
	CLEVELAND AVE PROJECT S 0982D	1958
	CLEVELAND AVE CSM 8272	1997
	CLEVELAND AVE TOWN ROAD RECORD	2007
	CLEVELAND AVE TOWN ROAD RECORD	UNRECORDED

LINE #	COURSE	LENGTH
14	N00°13'50"E	8.00'
15	N89°50'37"E	105.00'
16	S00°32'55"W	6.00'
17	S89°50'37"W	209.33'
18	N00°27'35"E	23.00'
19	N00°13'50"E	18.38'
L10	N89°50'37"E	18.38'

LINE #	COURSE	LENGTH
500	S00°27'35"W	193.27'
501	S45°10'56"E	24.05'
502	N89°50'37"E	192.14'
503	N00°27'35"E	9.00'
504	N89°50'37"E	343.99'
505	S00°33'00"W	13.00'
506	N89°50'37"E	130.00'
507	S89°50'37"W	198.19'
508	S00°13'50"W	1.35'
509	S87°02'23"W	135.96'
510	S00°13'50"W	7.00'
511	S55°48'09"E	58.00'
512	S55°18'81"E	58.00'
513	S55°19'76"E	65.00'
514	S54°18'14"E	26.08'
515	S00°13'50"W	124.94'

POINT	STATION	OFFSET
500	151+78.50	76.00' RT
501	354+00.99	73.00' LT
502	354+18.00	56.00' LT
503	354+18.14	56.00' LT
504	354+54.24	65.00' LT
505	354+54.09	65.00' LT
506	354+54.09	65.00' LT
507	360+84.05	50.00' LT
508	360+84.05	50.00' RT
509	354+88.86	50.00' RT
510	354+88.86	51.35' RT
511	355+48.09	58.00' RT
512	355+18.81	58.00' RT
513	355+19.76	65.00' RT
514	354+18.14	65.00' RT
515	354+99.64	83.38' RT
516	157+00.00	76.00' RT

LINE #	COURSE	LENGTH
500-501	S00°27'35"W	193.27'
501-502	S45°10'56"E	24.05'
502-503	N89°50'37"E	192.14'
503-504	N00°27'35"E	9.00'
504-505	N89°50'37"E	343.99'
505-506	S00°33'00"W	13.00'
506-507	N89°50'37"E	130.00'
507-508	S89°50'37"W	198.19'
508-509	S00°13'50"W	1.35'
509-510	S87°02'23"W	135.96'
510-511	S00°13'50"W	7.00'
511-512	S55°48'09"E	29.25'
512-513	S00°13'50"W	101.62'
513-514	S55°02'15"W	26.08'
514-515	S45°02'15"W	26.08'
515-516	S00°13'50"W	124.94'



LINE #	COURSE	LENGTH
1	N00°13'50"E	8.00'
2	N89°50'37"E	105.00'
3	S00°32'55"W	6.00'
4	S89°50'37"W	209.33'
5	N00°27'35"E	23.00'
6	N00°13'50"E	18.38'
7	N89°50'37"E	18.38'

LINE #	COURSE	LENGTH
500	S00°27'35"W	193.27'
501	S45°10'56"E	24.05'
502	N89°50'37"E	192.14'
503	N00°27'35"E	9.00'
504	N89°50'37"E	343.99'
505	S00°33'00"W	13.00'
506	N89°50'37"E	130.00'
507	S89°50'37"W	198.19'
508	S00°13'50"W	1.35'
509	S87°02'23"W	135.96'
510	S00°13'50"W	7.00'
511	S55°48'09"E	29.25'
512	S00°13'50"W	101.62'
513	S55°02'15"W	26.08'
514	S45°02'15"W	26.08'
515	S00°13'50"W	124.94'

PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 COUNTY: WAUKESHA  
 CITY OF NEW BERLIN  
 HWY: MOORLAND ROAD (CTH 0)  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 PLAT SHEET 4.05  
 PS&E SHEET \_\_\_\_\_  
 SHEET E

DRAWN BY: ROZ DRAFF  
 CHECKED BY: HJL  
 DATE: 08/22/2024  
 SCALE: 1" = 40'  
 NORTH ARROW: GN

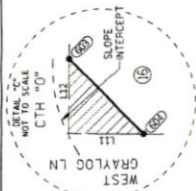
PLANT NAME: ZEGORIN, SHANE  
 PLOT NAME:  
 PLOT DATE: 11/24/2024 12:12 PM  
 PLOT BY:  
 PLOT NAME:

WISDOT/CSDE SHEET 75

4

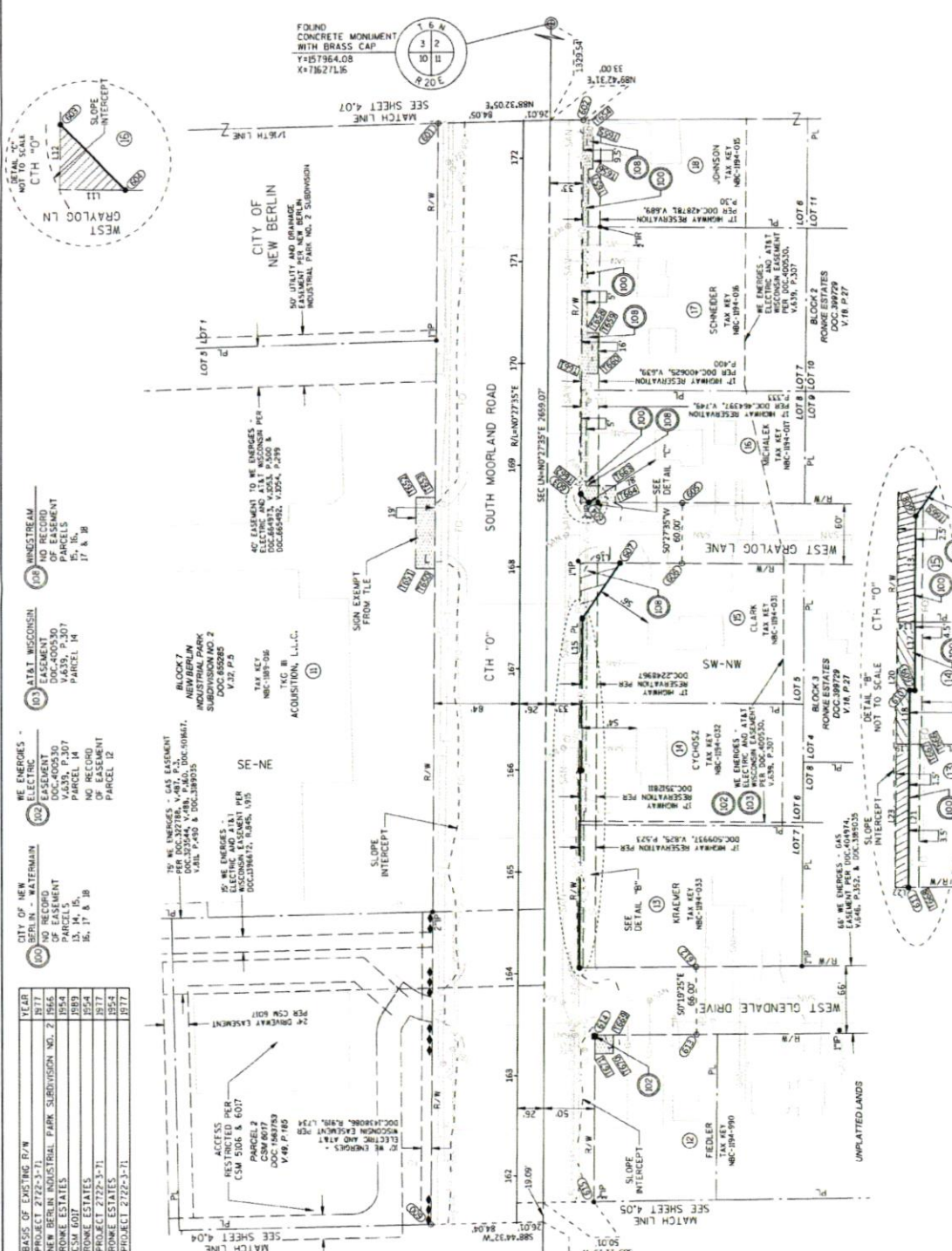
2

Line #	Course	Length
600-601	N07°27'35"E	1290.53
600-609	S00°27'35"W	366.01
603-604	S44°32'35"E	11.31
604-605	S89°22'35"E	92.00
606-607	N8°32'35"W	61.06
607-608	S47°10'08"W	65.66
608-609	S00°27'35"W	149.42
609-610	N8°32'35"W	1.00
610-611	S00°27'35"W	193.88
611-612	N8°40'35"E	114.67
613-614	S89°40'35"W	100.00
614-615	S00°27'35"W	165.42



Line #	Course	Length
L11	N8°32'35"W	8.00
L12	N07°27'35"E	82.88
L13	S00°27'35"W	2.50
L14	N8°32'35"W	237.50
L16	S89°32'35"E	38.94
L17	S00°27'35"W	66.54
L18	S00°27'35"W	59.45
L19	N8°32'35"W	1.50
L20	N07°27'35"E	120.00
L21	S00°27'35"W	140.43
L22	S89°40'35"W	1.50
L23	N00°27'35"E	140.45

POINT	STATION	OFFSET
600	161+51.40	84.00' LT
601	173+33.93	84.00' LT
602	172+38.06	59.00' RT
603	168+72.04	59.00' RT
604	168+64.04	67.00' RT
605	168+64.04	159.00' RT
606	168+04.04	159.00' RT
607	168+04.04	97.94' RT
608	167+49.42	61.50' RT
609	166+00.00	61.50' RT
610	166+00.00	60.50' RT
611	164+06.12	60.50' RT
612	164+07.68	175.05' RT
613	163+41.69	175.99' RT
614	163+40.32	76.00' RT
615	161+74.90	76.00' RT



HWY	PROJECT 2722-3-1	YEAR
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2	1977
MOORLAND RD	ROHME ESTATES	1954
MOORLAND RD	ROHME ESTATES	1953
GLENDALE DR	ROHME ESTATES	1977
GRAYLOG LN	ROHME ESTATES	1954
GRAYLOG LN	PROJECT 2722-3-1	1977

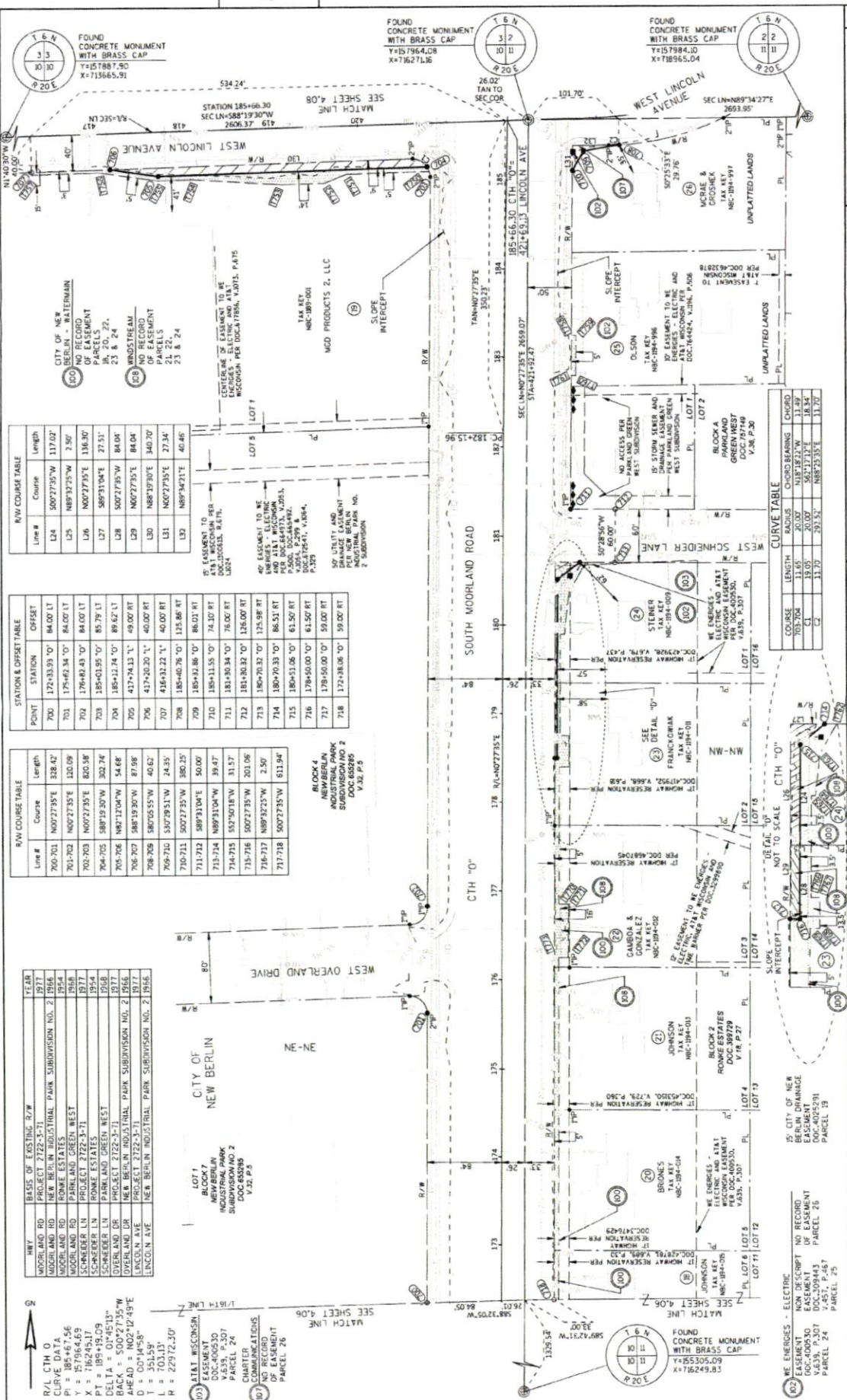
REVISION DATE: 11/13/2024  
 DRAWN BY: JODIOW, SHANE  
 CHECKED BY: JODIOW, SHANE  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 HWY: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 PLAT SHEET: 4, 06  
 PS&E SHEET: E

WSP001CADD05 9/4/17 76

PILOT SCALE: 1"=200'

PILOT DATE: 11/13/2024 12:12 PM

FILE NAME: DETAIL SHEET 14.01 TO 14.07 DWG  
LAYOUT NAME: Sheet 4.06



FOUND CONCRETE MONUMENT WITH BRASS CAP  
Y=157887.90  
X=713665.91

FOUND CONCRETE MONUMENT WITH BRASS CAP  
Y=157964.08  
X=713627.16

FOUND CONCRETE MONUMENT WITH BRASS CAP  
Y=157984.00  
X=718965.04

LOT 1  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 2  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 3  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 4  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 5  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 6  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 7  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 8  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 9  
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COMMUNICATIONS  
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PARCEL 24

LOT 10  
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COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 11  
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COMMUNICATIONS  
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PARCEL 24

LOT 12  
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COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 13  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 14  
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COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 15  
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COMMUNICATIONS  
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PARCEL 24

LOT 16  
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PARCEL 24

LOT 17  
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COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 18  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 19  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 20  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 21  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 22  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 23  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

LOT 24  
EASEMENT  
COMMUNICATIONS  
NO RECORD  
PARCEL 24

Line #	Course	Length
L26	S007°35'W	117.02'
L26	N89°32'5"W	2.50'
L26	N00°27'35"E	136.30'
L27	S89°31'04"E	27.31'
L28	S00°27'35"E	84.00'
L29	N00°27'35"E	84.04'
L30	N89°19'30"E	340.70'
L31	N00°27'35"E	27.34'
L32	N89°34'21"E	40.46'

Point	Station	Offset
700	172+33.93 '0"	84.00' L
701	174+62.34 '0"	84.00' L
702	176+49.43 '0"	84.00' L
703	185+01.95 '0"	85.79' L
704	185+12.74 '0"	89.62' L
705	417+74.13 '0"	49.00' RT
706	417+20.20 '0"	40.00' RT
707	416+32.22 '0"	40.00' RT
708	185+40.76 '0"	125.86' RT
709	185+32.86 '0"	86.02' RT
710	185+11.35 '0"	74.30' RT
711	181+30.84 '0"	76.00' RT
712	181+30.32 '0"	126.00' RT
713	186+70.32 '0"	135.98' RT
714	180+70.33 '0"	86.51' RT
715	180+51.06 '0"	61.50' RT
716	178+50.00 '0"	61.50' RT
717	178+50.00 '0"	59.00' RT
718	172+38.06 '0"	59.00' RT

Line #	Course	Length
700-701	N00°27'35"E	328.82'
701-702	N00°27'35"E	120.09'
702-703	N00°27'35"E	820.58'
704-705	S89°19'30"W	302.74'
705-706	N87°12'04"W	54.68'
706-707	S88°15'20"W	87.98'
708-709	S87°05'55"W	40.62'
709-710	S30°29'51"W	24.35'
710-711	S00°27'35"W	380.25'
711-712	S89°31'04"E	50.00'
712-713	N89°19'30"W	39.47'
713-714	S57°50'18"W	31.57'
714-715	S00°27'35"W	201.06'
716-717	N89°32'25"W	2.50'
717-718	S00°27'35"W	611.84'

Course	Length	Chord Bearing	Chord
700-701	328.82'	113.05°	18.34'
701-702	120.09'	20.00°	18.34'
702-703	820.58'	11.70°	292.32'
703-704	302.74'	N89°25'35"E	11.70'

Line #	Course	Length
700-701	N00°27'35"E	328.82'
701-702	N00°27'35"E	120.09'
702-703	N00°27'35"E	820.58'
704-705	S89°19'30"W	302.74'
705-706	N87°12'04"W	54.68'
706-707	S88°15'20"W	87.98'
708-709	S87°05'55"W	40.62'
709-710	S30°29'51"W	24.35'
710-711	S00°27'35"W	380.25'
711-712	S89°31'04"E	50.00'
712-713	N89°19'30"W	39.47'
713-714	S57°50'18"W	31.57'
714-715	S00°27'35"W	201.06'
716-717	N89°32'25"W	2.50'
717-718	S00°27'35"W	611.84'

Point	Station	Offset
700	172+33.93 '0"	84.00' L
701	174+62.34 '0"	84.00' L
702	176+49.43 '0"	84.00' L
703	185+01.95 '0"	85.79' L
704	185+12.74 '0"	89.62' L
705	417+74.13 '0"	49.00' RT
706	417+20.20 '0"	40.00' RT
707	416+32.22 '0"	40.00' RT
708	185+40.76 '0"	125.86' RT
709	185+32.86 '0"	86.02' RT
710	185+11.35 '0"	74.30' RT
711	181+30.84 '0"	76.00' RT
712	181+30.32 '0"	126.00' RT
713	186+70.32 '0"	135.98' RT
714	180+70.33 '0"	86.51' RT
715	180+51.06 '0"	61.50' RT
716	178+50.00 '0"	61.50' RT
717	178+50.00 '0"	59.00' RT
718	172+38.06 '0"	59.00' RT

Line #	Course	Length
700-701	N00°27'35"E	328.82'
701-702	N00°27'35"E	120.09'
702-703	N00°27'35"E	820.58'
704-705	S89°19'30"W	302.74'
705-706	N87°12'04"W	54.68'
706-707	S88°15'20"W	87.98'
708-709	S87°05'55"W	40.62'
709-710	S30°29'51"W	24.35'
710-711	S00°27'35"W	380.25'
711-712	S89°31'04"E	50.00'
712-713	N89°19'30"W	39.47'
713-714	S57°50'18"W	31.57'
714-715	S00°27'35"W	201.06'
716-717	N89°32'25"W	2.50'
717-718	S00°27'35"W	611.84'

Course	Length	Chord Bearing	Chord
700-701	328.82'	113.05°	18.34'
701-702	120.09'	20.00°	18.34'
702-703	820.58'	11.70°	292.32'
703-704	302.74'	N89°25'35"E	11.70'

Line #	Course	Length
700-701	N00°27'35"E	328.82'
701-702	N00°27'35"E	120.09'
702-703	N00°27'35"E	820.58'
704-705	S89°19'30"W	302.74'
705-706	N87°12'04"W	54.68'
706-707	S88°15'20"W	87.98'
708-709	S87°05'55"W	40.62'
709-710	S30°29'51"W	24.35'
710-711	S00°27'35"W	380.25'
711-712	S89°31'04"E	50.00'
712-713	N89°19'30"W	39.47'
713-714	S57°50'18"W	31.57'
714-715	S00°27'35"W	201.06'
716-717	N89°32'25"W	2.50'
717-718	S00°27'35"W	611.84'

Point	Station	Offset
700	172+33.93 '0"	84.00' L
701	174+62.34 '0"	84.00' L
702	176+49.43 '0"	84.00' L
703	185+01.95 '0"	85.79' L
704	185+12.74 '0"	89.62' L
705	417+74.13 '0"	49.00' RT
706	417+20.20 '0"	40.00' RT
707	416+32.22 '0"	40.00' RT
708	185+40.76 '0"	125.86' RT
709	185+32.86 '0"	86.02' RT
710	185+11.35 '0"	74.30' RT
711	181+30.84 '0"	76.00' RT
712	181+30.32 '0"	126.00' RT
713	186+70.32 '0"	135.98' RT
714	180+70.33 '0"	86.51' RT
715	180+51.06 '0"	61.50' RT
716	178+50.00 '0"	61.50' RT
717	178+50.00 '0"	59.00' RT
718	172+38.06 '0"	59.00' RT

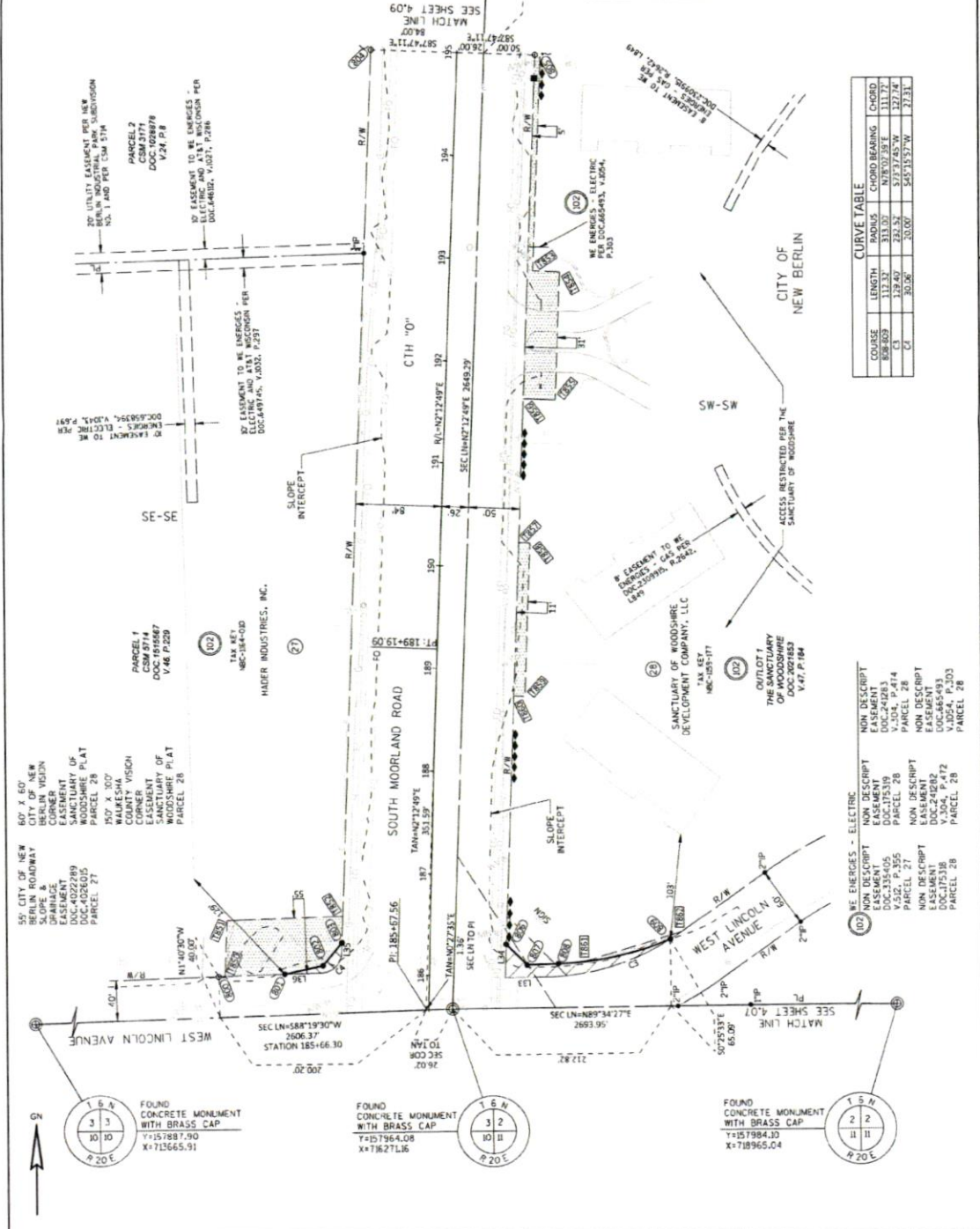
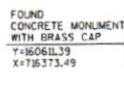
Course	Length	Chord Bearing	Chord
700-701	328.82'	113.05°	18.34'
701-702	120.09'	20.00°	18.34'
702-703	820.58'	11.70°	292.32'
703-704	302.74'	N89°25'35"E	11.70'

Line #	Course	Length
700-701	N00°27'35"E	328.82'
701-702	N00°27'35"E	120.09'
702-703	N00°27'35"E	820.58'
704-705	S89°19'30"W	302.74'
705-706	N87°12'04"W	54.68'
706-707	S88°15'20"W	87.98'
708-709	S87°05'55"W	40.62'
709-710	S30°29'51"W	24.35'
710-711	S00°27'35"W	380.25'
711-712	S89°31'04"E	50.00'
712-713	N89°19'30"W	39.47'
713-714	S57°50'18"W	31.57'
714-715	S00°27'35"W	201.06'
716-717	N89°32'25"W	2.50'
717-718	S00°27'35"W	611.84'

Course	Length	Chord Bearing	Chord
700-701	328.82'	113.05°	18.34'
701-702	120.09'	20.00°	18.34'
702-			

HWY	BASES OF EXISTING R/W	YEAR
MOORLAND RD	PROJECT 2722-04-21	1977
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 1	1955
MOORLAND RD	THE SANCTUARY OF WOODSHIRE	1977
MOORLAND RD	CSM 3171	1977
MOORLAND RD	CSM 5174	1988
MOORLAND RD	PROJECT 2722-04-21	1977
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 1	1955
MOORLAND RD	THE SANCTUARY OF WOODSHIRE	1977
MOORLAND RD	CSM 5174	1988

R/L CTH 0  
 A  
 PI = 185467.56  
 Y = 157984.69  
 X = 716245.17  
 PC = 182415.96  
 DELTA = 0°45'13"  
 BACKS = 500.2735'  
 SIGHTING = 100.00'  
 D = 0°45'58"  
 T = 351.59'  
 L = 703.13'  
 R = 22972.30'



Line #	Course	Length
800-801	N88°19'30"E	64.06'
801-802	N77°42'25"E	38.07'
802-803	N39°52'39"E	28.87'
803-804	N02°12'40"E	870.80'
805-806	S02°12'49"W	867.26'
806-807	S45°13'37"E	28.70'
807-808	N88°19'30"E	30.21'

Line #	Course	Length
L33	S89°34'21"W	38.56'
L34	N02°12'49"E	33.50'
L35	S02°12'49"W	10.00'
L36	S88°19'30"W	35.94'

POINT	STATION	OFFSET
800	185+95.34	204.71' LT
801	185+95.76	240.74' LT
802	186+07.74	103.76' LT
803	186+30.27	85.82' LT
804	185+00.00	84.00' LT
805	195+00.00	76.00' RT
806	186+31.80	74.21' RT
807	186+12.05	95.09' RT
808	186+13.70	125.16' RT
809	186+39.88	233.92' RT

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
808-809	112.32'	313.33'	N78°07'39"E	111.72'
C3	329.60'	232.52'	S73°45'30"W	327.74'
C4	30.08'	33.00'	S25°13'32"W	31.31'

55' CITY OF NEW BERLIN  
 SLOPE & DRAINAGE  
 EASEMENT TO THE SANCTUARY OF WOODSHIRE PLAT PARCEL 28  
 1507 X 100'  
 PARTIAL COUNTY VISION CORNER EASEMENT OF WOODSHIRE PLAT PARCEL 28

PARCEL 1  
 1/4 AC  
 DOC 16166667  
 V 46 P 229  
 MADER INDUSTRIES, INC.

PARCEL 2  
 CSM 3171  
 DOC 1028878  
 V 21 P 8  
 EASEMENT TO WE ENERGIES - ELECTRIC AND AT&T WISCONSIN PER DOCUMENT, V.201, P.278

PARCEL 3  
 1/4 AC  
 DOC 2021853  
 V 47 P 184  
 THE SANCTUARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC

PARCEL 4  
 1/4 AC  
 DOC 242082  
 V 304, P 472  
 THE SANCTUARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC

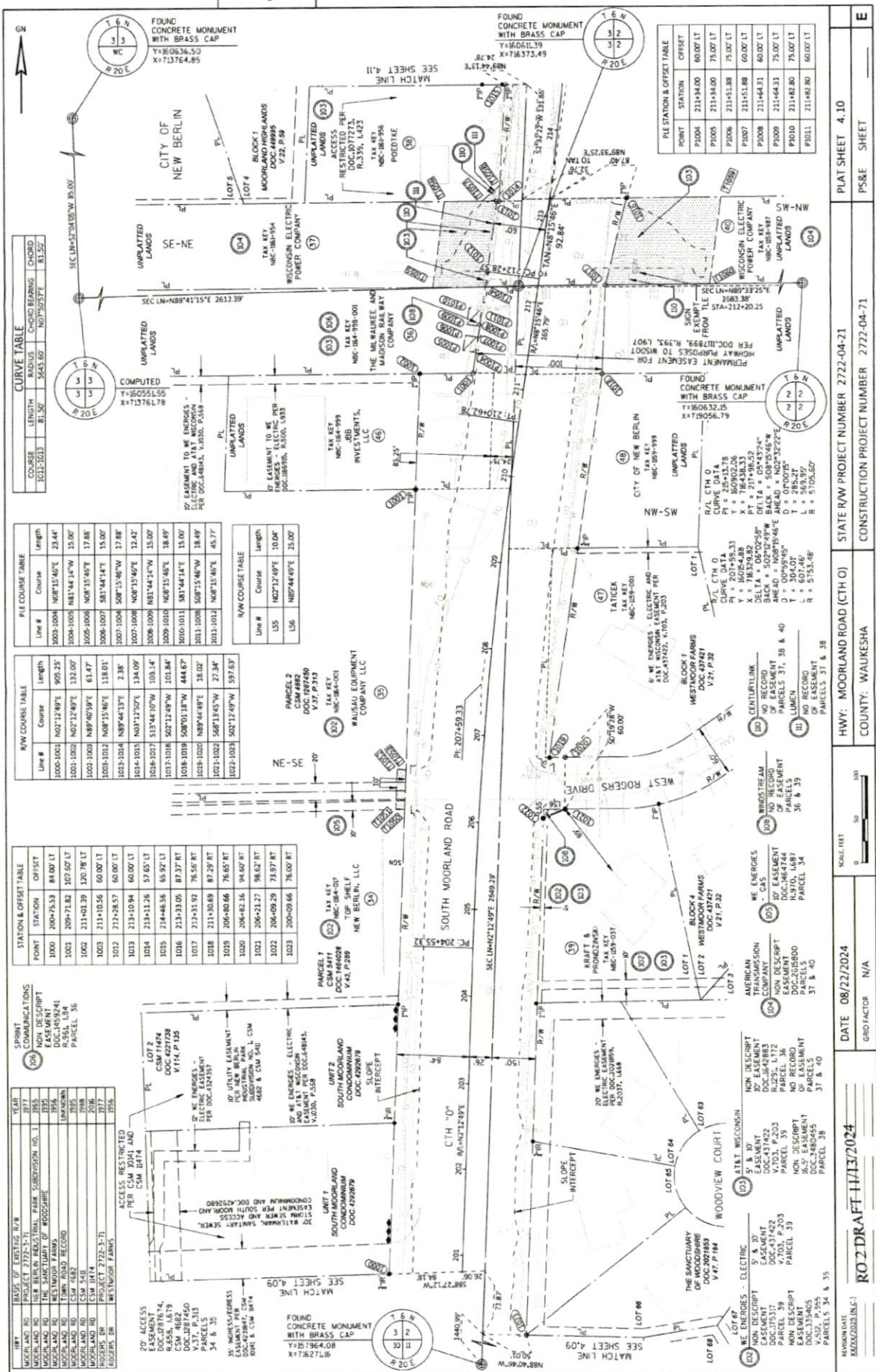
PARCEL 5  
 1/4 AC  
 DOC 242082  
 V 304, P 472  
 THE SANCTUARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC

PARCEL 6  
 1/4 AC  
 DOC 242082  
 V 304, P 472  
 THE SANCTUARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC

DATE 08/22/2024  
 GPD FACTOR N/A  
 HWY: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA  
 STATE RAW PROJECT NUMBER 2722-04-21  
 CONSTRUCTION PROJECT NUMBER 2722-04-71  
 PLAT SHEET 4.08  
 PS&E SHEET

RO 2 DRAFT H/13/2024  
 DATE SHEET 4.08 TO 4.11.DWG  
 LAYOUT NAME: Sheet 4.08  
 FILE NAME: 20240822.DWG  
 PLOT DATE: 11/23/2024 12:14 PM  
 PLOT BY: JODOWN, SHANE  
 PLOT NAME: WOOD/CARDS SHEET 75





**CURVE TABLE**

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
1021-1023	81.50	5453.60	N07°50'57"E	831.52

**R/W COURSE TABLE**

Line #	Course	Length
1000-1001	N07°12'49"E	905.29
1001-1002	N07°12'49"E	132.00
1002-1003	N07°15'46"E	17.88
1003-1004	N08°15'46"E	17.88
1004-1005	N08°15'46"E	17.88
1005-1006	N08°15'46"E	17.88
1006-1007	N08°15'46"E	17.88
1007-1008	N08°15'46"E	17.88
1008-1009	N08°15'46"E	17.88
1009-1010	N08°15'46"E	17.88
1010-1011	N08°15'46"E	17.88
1011-1012	N08°15'46"E	17.88

**R/W COURSE TABLE**

Line #	Course	Length
1012-1013	N08°15'46"E	17.88
1013-1014	N08°15'46"E	17.88
1014-1015	N08°15'46"E	17.88
1015-1016	N08°15'46"E	17.88
1016-1017	N08°15'46"E	17.88
1017-1018	N08°15'46"E	17.88
1018-1019	N08°15'46"E	17.88
1019-1020	N08°15'46"E	17.88
1020-1021	N08°15'46"E	17.88
1021-1022	N08°15'46"E	17.88
1022-1023	N08°15'46"E	17.88

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1000	200+75.53	84.00' LT
1001	200+75.53	84.00' LT
1002	211+01.39	120.78' LT
1003	211+01.39	120.78' LT
1004	211+01.39	120.78' LT
1005	211+01.39	120.78' LT
1006	211+01.39	120.78' LT
1007	211+01.39	120.78' LT
1008	211+01.39	120.78' LT
1009	211+01.39	120.78' LT
1010	211+01.39	120.78' LT
1011	211+01.39	120.78' LT
1012	211+01.39	120.78' LT
1013	211+01.39	120.78' LT
1014	211+01.39	120.78' LT
1015	211+01.39	120.78' LT
1016	211+01.39	120.78' LT
1017	211+01.39	120.78' LT
1018	211+01.39	120.78' LT
1019	211+01.39	120.78' LT
1020	211+01.39	120.78' LT
1021	211+01.39	120.78' LT
1022	211+01.39	120.78' LT
1023	211+01.39	120.78' LT

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1024	213+11.26	57.65' LT
1025	214+46.56	69.92' LT
1026	213+33.05	87.37' RT
1027	212+31.92	76.56' RT
1028	211+30.69	87.29' RT
1029	206+80.66	76.65' RT
1030	206+82.16	96.60' RT
1031	206+21.27	98.62' RT
1032	206+09.29	73.97' RT
1033	200+09.66	76.00' RT

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1034	203+10.84	60.00' LT
1035	214+46.56	69.92' LT
1036	213+33.05	87.37' RT
1037	212+31.92	76.56' RT
1038	211+30.69	87.29' RT
1039	206+80.66	76.65' RT
1040	206+82.16	96.60' RT
1041	206+21.27	98.62' RT
1042	206+09.29	73.97' RT
1043	200+09.66	76.00' RT

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1044	213+11.26	57.65' LT
1045	214+46.56	69.92' LT
1046	213+33.05	87.37' RT
1047	212+31.92	76.56' RT
1048	211+30.69	87.29' RT
1049	206+80.66	76.65' RT
1050	206+82.16	96.60' RT
1051	206+21.27	98.62' RT
1052	206+09.29	73.97' RT
1053	200+09.66	76.00' RT

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1054	213+11.26	57.65' LT
1055	214+46.56	69.92' LT
1056	213+33.05	87.37' RT
1057	212+31.92	76.56' RT
1058	211+30.69	87.29' RT
1059	206+80.66	76.65' RT
1060	206+82.16	96.60' RT
1061	206+21.27	98.62' RT
1062	206+09.29	73.97' RT
1063	200+09.66	76.00' RT

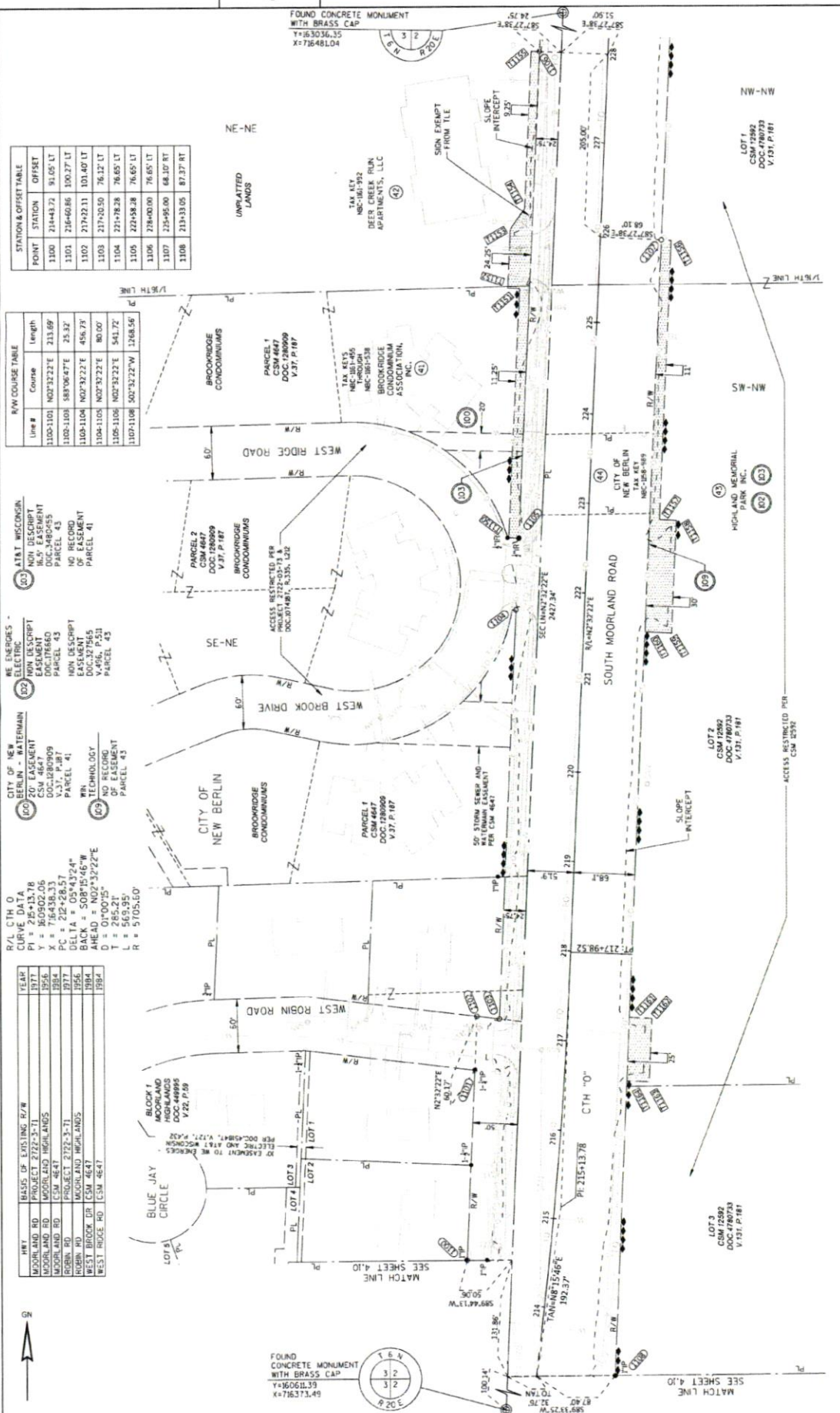
**PLATE STATION & OFFSET TABLE**

POINT	STATION	OFFSET
PH004	211+34.00	60.00' LT
PH005	211+34.00	75.00' LT
PH006	211+51.88	60.00' LT
PH007	211+51.88	75.00' LT
PH008	211+64.31	60.00' LT
PH009	211+64.31	75.00' LT
PH010	211+82.80	75.00' LT
PH011	211+82.80	60.00' LT

DATE: 08/22/2024  
 GRID FACTOR: N/A  
 DATE: 08/22/2024  
 PROJECT NUMBER: 2722-04-71  
 COUNTY: WAUKESHA  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 HWY: MOORLAND ROAD (CTH 0)  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 COUNTY: WAUKESHA  
 PLAT SHEET: 4.10  
 SHEET: E

SCALE: 1" = 40'  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 DATE: 08/22/2024  
 PROJECT NUMBER: 2722-04-71  
 COUNTY: WAUKESHA  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 HWY: MOORLAND ROAD (CTH 0)  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 COUNTY: WAUKESHA  
 PLAT SHEET: 4.10  
 SHEET: E

FILE NAME: D:\PROJECTS\2722-04-71\DWG\2722-04-71-04.10.DWG  
 LAYOUT NAME: Sheet 4.10  
 PLOT DATE: 11/23/2024 12:15 PM  
 PLOT BY: JORDAN SHANK  
 PLOT SCALE: 1" = 40'



Line #	Course	Length
1100-1101	N02°32'22"E	213.69'
1102-1103	S88°06'47"E	25.32'
1103-1104	N02°32'22"E	456.73'
1104-1105	N02°32'22"E	80.00'
1105-1106	N02°32'22"E	541.72'
1107-1108	S02°32'22"W	1768.56'

Point	Station	Offset
1100	214+43.72	91.05' LT
1101	216+40.86	100.27' LT
1102	217+42.11	101.40' LT
1103	217+40.50	76.12' LT
1104	221+78.28	76.65' LT
1105	222+58.28	76.65' LT
1106	218+00.00	64.10' RT
1107	225+95.00	64.10' RT
1108	213+33.05	87.37' RT

**WE ENERGIES -**  
 (D02) ELECTRIC  
 20' EASEMENT  
 DOC: 176660  
 PARCEL 43  
 NON DESCRIBED  
 EASEMENT  
 DOC: A800455  
 PARCEL 43  
 NO RECORD  
 OF EASEMENT  
 PARCEL 41  
 (D03) WATER - WISCONSIN  
 NON DESCRIBED  
 EASEMENT  
 DOC: A800455  
 PARCEL 43  
 NO RECORD  
 OF EASEMENT  
 PARCEL 41

**CITY OF NEW BERLIN - WATERMAIN**  
 (D02) ELECTRIC  
 20' EASEMENT  
 DOC: 1280909  
 V.31, P.187  
 PARCEL 41  
 NON DESCRIBED  
 EASEMENT  
 V.456, P.521  
 PARCEL 43  
 NO RECORD  
 OF EASEMENT  
 PARCEL 43

**R/L CTH 'O'**  
 CURVE DATA  
 PI = 216+13.78  
 PC = 216+06.35  
 X = 10294.33  
 Y = 10294.33  
 PC = 212+28.57  
 DELTA = 05°43'24"  
 BACK = S08°15'46"W  
 AHEAD = N02°32'22"E  
 D = 01°00'15"  
 L = 565.55'  
 R = 5705.160'

HTY	BASIS OF EXISTING R/W	YEAR
MOORLAND RD	PROJECT 2722-3-71	1977
MOORLAND RD	MOORLAND HIGHLANDS	1956
MOORLAND RD	CSM 4647	1984
ROBIN RD	PROJECT 2722-3-71	1977
ROBIN RD	MOORLAND HIGHLANDS	1956
WEST BROOK DR	CSM 4647	1984
WEST ROBIN RD	CSM 4647	1984

**LOT 1**  
 CSM 15892  
 DOC: 176660  
 V.131, P.181

**LOT 2**  
 CSM 15892  
 DOC: 176660  
 V.131, P.181

**LOT 3**  
 CSM 15892  
 DOC: 176660  
 V.131, P.181

**LOT 4**  
 CSM 15892  
 DOC: 176660  
 V.131, P.181

**LOT 5**  
 CSM 15892  
 DOC: 176660  
 V.131, P.181

DATE	08/22/2024	GRID FACTOR	N/A
STATE R/W PROJECT NUMBER	2722-04-21	CONSTRUCTION PROJECT NUMBER	2722-04-71
HWY:	MOORLAND ROAD (CTH 'O')	COUNTY:	WAUKESHA
PLAT SHEET	4.11	PS&E SHEET	E

SCALE: 1" = 40'

FILE NAME: LAYOUT MARK - Sheet 4.11  
 DETAIL SHEETS: LOT 4, 11, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

4

SHEET 4.04

POINT	STATION	OFFSET
T1050	206+10.00	86.11' LT
T1051	206+10.00	96.11' LT
T1052	206+10.00	97.57' LT
T1053	206+55.00	87.52' LT
T1054	213+10.36	60.00' LT
T1055	212+01.32	120.07' LT
T1056	213+02.65	120.07' LT
T1057	213+08.54	77.46' LT
T1058	213+30.00	58.98' LT
T1059	213+47.04	195.00' RT
T1060	212+49.39	195.00' RT

SHEET 4.06

POINT	STATION	OFFSET
T1050	167+98.00	84.00' LT
T1051	167+98.00	105.00' LT
T1052	168+48.00	105.00' LT
T1053	168+48.00	84.00' LT
T1054	174+30.00	64.00' RT
T1055	174+30.00	68.50' RT
T1056	174+90.00	68.50' RT
T1057	174+90.00	64.00' RT
T1058	170+30.00	64.00' RT
T1059	169+90.00	75.00' RT
T1060	169+90.00	64.00' RT
T1061	169+90.00	64.00' RT
T1062	169+40.04	64.00' RT
T1063	168+80.04	93.00' RT
T1064	168+40.04	93.00' RT
T1065	167+46.12	66.00' RT
T1066	165+60.00	66.00' RT
T1067	165+60.00	64.00' RT
T1068	164+06.16	64.00' RT
T1069	163+40.57	54.00' RT
T1070	163+22.52	54.00' RT
T1071	163+22.32	76.00' RT

SHEET 4.07

POINT	STATION	OFFSET
T1070	185+07.88 "0"	87.00' LT
T1071	412+56.90 "1"	54.00' RT
T1072	419+40.92 "1"	63.00' RT
T1073	419+12.00 "1"	63.00' RT
T1074	418+12.67 "1"	54.00' RT
T1075	417+78.71 "1"	54.00' RT
T1076	417+02.80 "1"	43.00' RT
T1077	416+32.22 "1"	43.00' RT
T1078	183+25.00 "0"	75.74' RT
T1079	183+25.00 "0"	80.74' RT
T1080	182+40.00 "0"	80.91' RT
T1081	182+40.00 "0"	75.91' RT
T1082	180+70.33 "0"	93.25' RT
T1083	180+36.53 "0"	74.47' RT
T1084	179+90.00 "0"	69.69' RT
T1085	178+75.00 "0"	65.00' RT
T1086	178+75.00 "0"	65.00' RT
T1087	178+40.00 "0"	75.00' RT
T1088	178+40.00 "0"	64.00' RT
T1089	176+46.00 "0"	64.00' RT
T1090	176+46.00 "0"	75.00' RT
T1091	176+25.00 "0"	75.00' RT
T1092	176+25.00 "0"	64.00' RT

SHEET 4.08

POINT	STATION	OFFSET
T1080	188+15.97	198.55' LT
T1081	188+50.32	197.84' LT
T1082	186+56.61	85.51' LT
T1083	192+90.00	81.00' RT
T1084	192+90.00	107.00' RT
T1085	191+65.00	107.00' RT
T1086	191+65.00	76.00' RT
T1087	190+25.00	76.00' RT
T1088	190+25.00	87.00' RT
T1089	188+75.00	86.96' RT
T1090	188+75.00	75.96' RT
T1091	186+15.97	149.36' RT
T1092	186+47.27	244.22' RT

SHEET 4.10

POINT	STATION	OFFSET
T1090	224+58.28	87.90' LT
T1091	225+35.00	100.90' LT
T1092	225+35.00	100.90' LT
T1093	226+00.00	100.90' LT
T1094	226+00.00	85.90' LT
T1095	226+00.00	85.90' LT
T1096	225+95.00	79.10' RT
T1097	224+95.00	79.10' RT
T1098	224+95.00	98.10' RT
T1099	221+60.00	98.10' RT
T1100	221+60.00	68.10' RT
T1101	217+30.00	68.52' RT
T1102	217+30.00	93.52' RT
T1103	216+40.00	94.87' RT
T1104	216+40.00	69.80' RT

SHEET 4.11

POINT	STATION	OFFSET
T1150	225+35.00	87.90' LT
T1151	225+35.00	100.90' LT
T1152	225+35.00	100.90' LT
T1153	226+00.00	100.90' LT
T1154	226+00.00	85.90' LT
T1155	226+00.00	85.90' LT
T1156	225+95.00	79.10' RT
T1157	224+95.00	79.10' RT
T1158	224+95.00	98.10' RT
T1159	221+60.00	98.10' RT
T1160	221+60.00	68.10' RT
T1161	217+30.00	68.52' RT
T1162	217+30.00	93.52' RT
T1163	216+40.00	94.87' RT
T1164	216+40.00	69.80' RT

SHEET 4.09

POINT	STATION	OFFSET
T1090	449+11.42 "0"	68.00' RT
T1091	449+11.42 "0"	68.00' RT
T1092	449+11.42 "0"	68.00' RT
T1093	444+41.07 "0"	75.00' RT
T1094	442+70.00 "0"	50.76' RT
T1095	442+70.00 "0"	40.00' RT
T1096	444+80.00 "0"	40.00' LT
T1097	444+80.00 "0"	56.00' LT
T1098	445+99.12 "0"	40.00' LT
T1099	445+99.12 "0"	40.00' LT
T1100	449+03.28 "0"	40.00' LT
T1101	450+93.30 "0"	44.00' LT
T1102	451+04.23 "0"	44.00' LT
T1103	451+65.85 "0"	39.29' LT
T1104	451+29.03 "0"	34.36' RT
T1105	450+93.59 "0"	71.19' RT
T1106	236+00.00 "0"	76.00' RT
T1107	236+00.00 "0"	81.00' RT

4

SHEET 4.05

POINT	STATION	OFFSET
T1550	161+50.00 "0"	76.00' RT
T1551	161+50.00 "0"	82.00' RT
T1552	161+00.00 "0"	66.00' LT
T1553	161+00.00 "0"	76.00' RT
T1554	161+00.00 "0"	92.58' LT
T1555	164+27.80 "0"	66.00' LT
T1556	165+64.00 "0"	68.00' LT
T1557	165+64.00 "0"	95.00' LT
T1558	164+92.00 "0"	95.00' LT
T1559	164+92.00 "0"	70.00' LT
T1560	163+20.57 "0"	65.00' LT
T1561	160+49.84 "0"	50.00' RT
T1562	160+49.74 "0"	68.00' RT
T1563	157+65.00 "0"	93.00' RT
T1564	157+65.00 "0"	93.00' RT
T1565	156+84.57 "0"	90.00' RT
T1566	156+84.57 "0"	90.00' RT
T1567	156+10.40 "0"	90.00' RT
T1568	155+99.38 "0"	69.00' RT
T1569	154+14.12 "0"	69.00' RT

REVISION DATE: 08/22/2024  
 FILE NAME: TLE TABLES SHEET 4.11.DWG  
 LAYOUT NAME: 2044.4.12  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 SCALE: 1"=40'  
 HWY: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 PLAT SHEET: 4.12  
 PS&E SHEET: E  
 ZODIAC SHANE  
 PLOT DATE: 11/13/2024 12:26 PM  
 PLOT BY: N/A  
 PLOT SCALE: N/A  
 NWSRPT/CADD/SHEET 75

# LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Locals 04/2019 County Projects s 83.08(1) Wis. Stats.

This Agreement is made and entered into by and between the Waukesha County DPW hereinafter designated as the "LOCAL PUBLIC AGENCY (LPA)," and The City of New Berlin - Water, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ \_\_\_\_\_ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

<p>Project Description</p> <p>Title: CTH O</p> <p>Limits: CTH D to STH 59</p> <p>Highway: Moorland Road</p> <p>County: Waukesha</p>	<p>Project ID(s)</p> <p>Design: 2722-04-01</p> <p>Construction: 2722-04-71</p> <p>Right of Way: 2722-04-21</p> <p>UTL No.: 101</p> <p>Utility: City of New Berlin Sanitary</p>
<p>Facility type: Sewer</p>	

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the LPA has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the LPA, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the LPA to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The LPA agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the LPA to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the LPA a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the LPA shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the LPA. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the LPA shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WAUKESHA COUNTY**

City of New Berlin

(Company Name)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

(Authorized Signature)

(Date)

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# STAFF REPORT

## EXECUTIVE SUMMARY

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**APPLICANT:** Waukesha County DPW

**PROJECT:** Moorland Road Land Acquisition – Watermain

**LOCATION:** Moorland Road (CTH O) from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59)

**REQUEST:** Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Watermain easements associated with the Moorland Road Project 2722-04-01.

**D.C.D. RECOMMENDATION:** Recommend to the Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the watermain easements associated with the Moorland Road Project 2722-04-01.

1. The City of New Berlin has 16 parcels with watermain easements that will be impacted by the Moorland Road reconstruction project that is planned for 2027. Waukesha County is seeking a Temporary Construction Easement over lands the City has easement interest. The list of parcels and the map showing the locations is attached as part of the Temporary Construction Easement documentation.
2. As part of the 2025 Utility project, the Utility has relined the pipes within the Moorland Road intersections with Lincoln Avenue, Rogers Drive and Overland Drive.
3. Waukesha County is seeking a Conveyance of Rights in Land for four parcels: Parcel 7 (Tax Key NBC 1195.973), Parcel 13 (Tax Key NBC 1194.033), Parcel 15 (Tax Key NBC 1194.031), and Parcel 41 (Tax Key NBC 1161.455 – NBC 1161.538) for release of rights to lands owned by these four properties where City watermain is located.
4. In compensation for the cost to relocate the affected watermain, a Lump Sum Agreement will be entered into between Waukesha County and the City of New Berlin to remove and relocate the City's watermain. Since no infrastructure work will be completed with the project construction, no fee would be requested in advance of the project construction.

**Attachment:**

Temporary Construction Easement

Conveyance of Rights of Land

Lump Sum Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility

**CONVEYANCE OF RIGHTS IN LAND  
(Non-Fee Land Interests)**

Exempt from filing transfer form s.77.21(1) Wis. Stats.  
Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

The City of New Berlin, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Waukesha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:  
None

**Legal Description**  
see attached

This space is reserved for recording data

Return to  
Waukesha County DPW  
515 W Moreland Blvd Room 220  
Waukesha WI 53188

Parcel Identification Number/Tax Key Number  
NBC 1195 973, NBC 1194 033, NBC 1194 031,  
NBC 1161 455 THROUGH NBC 1161538

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

**Acknowledgment**

\_\_\_\_\_ The City of New Berlin  
(Grantor Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_ (Date)  
State of \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
\_\_\_\_\_ County )  
On the above date, this instrument was acknowledged before me by the named person(s).  
\_\_\_\_\_  
(Signature, Notary Public)  
\_\_\_\_\_  
(Print or Type Name, Notary Public)  
\_\_\_\_\_  
(Date Commission Expires)

**Fee Title** in and to all that part of Lot 2, in Block 1, of the unrecorded plat of Acredale, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 89°50'37" East, along the North line of said Northwest 1/4 Section, 169.66 feet to a point; thence South 00°09'23" East, 50.00 feet to the point of beginning of the lands to be described; thence North 89°50'37" East, 165.00 feet to a point; thence South 00°13'50" West, 1.35 feet to a point; thence South 87°02'23" West, 135.96 feet to a point; thence South 89°50'37" West, 29.25 feet to a point; thence North 00°13'50" East, 8.00 feet to the point of beginning.

Said description contains 869 square feet or 0.020 acres more or less of new right of way.

**Fee Title** in and to all that part of Lot 7, Block 3, Ronke Estates, recorded in Volume 18 of Subdivision Plats, on Page 27, as Document No. 399729, at the Waukesha County Register of deeds, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

The West 1.5 feet of Lot 7, Block 3, Ronke Estates.

Said description contains 211 square feet or 0.005 acres more or less of new right of way.

**Fee Title** in and to all that part of Lot 5, Block 3, Ronke Estates, recorded in Volume 18 of Subdivision Plats, on Page 27, as Document No. 399729, at the Waukesha County Register of deeds, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Beginning at the Southwest corner of said Lot 5, Block 3, Ronke Estates; thence North 00°27'35" East, along the West line of said Lot 5, a distance of 137.50 feet to a point on the North line of said Lot 5, Block 3, Ronke Estates; thence South 89°32'25" East, along said North line of Lot 5, a distance of 38.94 feet to a point; thence South 34°10'08" West, 65.66 feet to a point; thence South 00°27'35" West, 82.88 feet to a point on the South line of Lot 5, Block 3, Ronke Estates; thence North 89°32'25" West, along said South line of Lot 5, a distance of 2.50 feet to the point of beginning.

Said description contains 1,339 square feet or 0.031 acres more or less of new right of way.

**Fee Title** in and to all that part of Lot 1, Block 2, Ronke Estates, recorded in Volume 18 of Subdivision Plats, on Page 27, as Document No. 399729, at the Waukesha County Register of deeds, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Beginning at the Northwest Corner of Lot 1, Block 2, Ronke Estates; thence South 89°31'04" East, along the North line of said Lot 1, a distance of 27.51 feet to a point; thence South 52°50'18" West, 31.57 feet to a point; thence South 00°27'35" West, 117.02 feet to a point on the South line of Lot 1, Block 2, Ronke Estates; thence North 89°32'25" West, along said South line of Lot 1, a distance of 2.50 feet to a point on the West line of Lot 1, Block 2, Ronke Estates; thence North 00°27'35" East, along said West line of Lot 1, a distance of 136.30 feet to the point of beginning.

Said description contains 582 square feet or 0.013 acres more or less of new right of way.

**TEMPORARY CONSTRUCTION EASEMENT  
(Traditional Right-of-Way Plat)**

The City of New Berlin, Grantor, which has an interest in the lands described below, grants to the Waukesha County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of New Berlin, Waukesha County, Wisconsin and are shown on Sheet Number(s) 4.04, 4.05, 4.06, 4.07, and 4.11, which is a part of the Right-of-Way Plat for Project No. 2722-04-21, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 515 W. Moreland Blvd, Waukesha, WI 53188.

The said lands are part of Parcel(s) 1, 7, 8, 9, 10, 14, 15, 16, 17, 18, 20, 22, 23, 24, and 41 as shown on said Right-of-Way Plat and are further described as lying in the Northeast ¼ of Section 10, the Northwest ¼ of Section 11, Southwest ¼ of Section 11, and Northeast ¼ of Section 3 Town 6 North Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2722-04-71 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Waukesha County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

December 12, 2024  
(Document Created Date)

The City of New Berlin  
(Company)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

Utility or R/W Project ID 2722-04-21

R/W Parcel No. 100

Utility Parcel 100, City of New Berlin Water (Temp. Construction Easement-Attachment)

Volume	Page	Document No	Parcel #	Tax I.D. #
1049	501	662489	1	NBC 1189 017 002
479	485	1174412	7	NBC 1195 973
462	883	1163823	8	NBC 1195 972
470	816	1169223	9	NBC 1195 971
		Prescriptive	10	NBC 1195 960
		Prescriptive	13	NBC 1194 033
		Prescriptive	14	NBC 1194 032
		Prescriptive	15	NBC 1194 031
		Prescriptive	16	NBC 1194 017
		Prescriptive	17	NBC 1194 016
		Prescriptive	18	NBC 1194 015
		Prescriptive	20	NBC 1194 014
		Prescriptive	22	NBC 1194 012
		Prescriptive	23	NBC 1194 011
		Prescriptive	24	NBC 1194 009
37	187	1280909	41	NBC 1161 455 THROUGH NBC 1161 538

**Parcel # 100 City of New Berlin - Watermain**

RAW PROJECT NUMBER 2722-04-21	SHEET NUMBER 4.01	TOTAL SHEETS 12
FEDERAL PROJECT NUMBER	PLAT OF RIGHT OF WAY REQUIRED FOR MOORLAND ROAD (CTH O) W CLEVELAND AVE (CTH D) TO W GREENFIELD AVE (5TH 59)	
MOORLAND ROAD (CTH O) CONSTRUCTION PROJECT NUMBER 2722-04-71	WAUKESHA COUNTY	

**NOTES:**

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (METERS), WAUKESHA COUNTY, MADRID (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE. THE RIGHT OF INGRESS AND EGRESS SHALL BE LIMITED TO THE NECESSARY EQUIPMENT AND VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL TLEs ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE. THE RIGHT OF INGRESS AND EGRESS SHALL BE LIMITED TO THE NECESSARY EQUIPMENT AND VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. BUT WITHOUT PREJUDICE TO THE OWNERS RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO PLANTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE ARE LISTED ON DETAIL SHEETS.

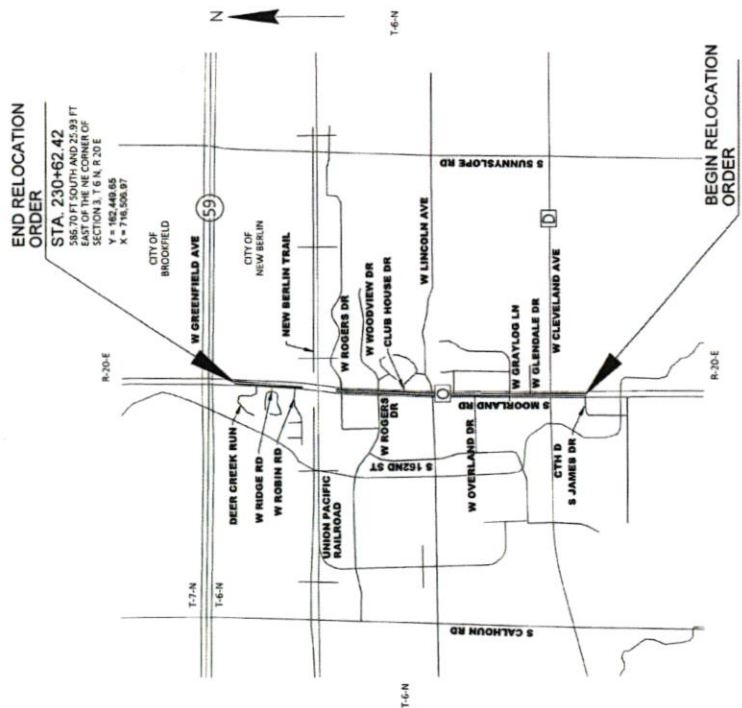
SEE SHEET 4.12 FOR TLE STATION & OFFSET TABLES.

ORIGINAL PLAT PREPARED BY  
**roSmith**  
SURVEYING & ENGINEERING

DATE: 08/22/2024  
LAND SURVEYOR  
*Shane M. J...*

WAUKESHA COUNTY  
APPROVED FOR WAUKESHA COUNTY DEPARTMENT OF PUBLIC WORKS  
DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

RO2 DRAFT 11/13/2024



**END RELOCATION ORDER**  
STA. 230+62.42  
585.70 FT SOUTH AND 25.93 FT EAST OF THE NE CORNER OF SECTION 31, T.6-N, R.20-E  
Y = 156,533.03  
X = 718,220.83

**BEGIN RELOCATION ORDER**  
STA. 151+15.81  
140.90 FT NORTH AND 23.20 FT WEST OF THE E/4 CORNER OF SECTION 30, T.6-N, R.20-E  
Y = 156,533.03  
X = 718,220.83

SCALE 0 0.25 M 0.5 M  
TOTAL NET LENGTH OF CENTERLINE = 1.50 MI

**CONVENTIONAL SYMBOLS**

SECTION LINE	NEW MONUMENT (TO BE SET)
QUARTER LINE	MONUMENT LIMITED
SIXTEENTH LINE	RAW POINT
NEW REFERENCE LINE	FOUND BORN P.N. (1" HIGH UNLESS NOTED)
NEW RAW LINE	GEODETIC SURVEY MONUMENT
EXISTING RAW OR HE LINE	SIGN
PROPERTY LINE	OFF-PREMISE SIGN
MINOR LINES	COMPARABLE
SLOPE INTERCEPT	NON-COMPARABLE
EASEMENTS	ELECTRIC POLE
UNDERGROUND FACILITY (ELECTRICAL, ELECTRIC, ETC)	TELEPHONE POLE (FIDELITY, TEL., ETC., ETC.)
NEW (UNLESS NOTED BY OWNER)	ACCESS RESTRICTED BY ACQUISITION
TEMPORARY LIMITED EASEMENT AREA	NO ACCESS BY STATUTORY AUTHORITY
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
TRANSMISSION STRUCTURES	NO ACCESS (NEW HIGHWAY)
BUILDING	PARALLEL OFFSETS
BRIDGE	UTILITY NUMBER
TO BE REMOVED	UTILITY NUMBER
CULVERT	

**CONVENTIONAL UTILITY SYMBOLS**

WATER	AR
GAS	AC
TELEPHONE	AH
OVERHEAD TRANSMISSION LINES	ALUM
CABLE TELEVISION	ETL
FIBER OPTIC	BLK
SANITARY SEWER	BLOD
ELECTRIC TOWER	C/L
	CSM
	CONC
	CO
	CH
	COB
	CON
	DOC
	EASE
	EX
	GV
	GN
	HE
	HT
	LC
	LT
	MON
	NES
	NO
	DL
	PT
	PIE
	PLE
	POB
	PC

**CONVENTIONAL ABBREVIATIONS**

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	PROPERTY LINE	PL
AHEAD	AH	REAR	R
ALUMINUM	ALUM	RECU IMAGE	RI
ASPHALT	ASP	REMANNING	REM
BACK	BLK	RESTRICTIVE DEVELOPMENT	RDE
BLOOD	BLOD	EASEMENT	E
CENTRIFUGAL	C/L	RIGHT OF WAY	ROW
CERTIFIED SURVEY MAP	CSM	SECTION	SEC
CONCRETE	CONC	SEWER	SEW
COUNTRY TRUNK HIGHWAY	CO	SQUARE FEET	SF
CORNER	COB	STATE TRUNK HIGHWAY	STH
CORNER	CON	STATION	STA
DOCUMENT NUMBER	DOC	TEMPORARY LIMITED	TLE
EASEMENT	EASE	TRANSFORMATION PROJECT PLAT	TPP
EXISTING	EX	UNIMPROVED STATES HIGHWAY	USH
GAS VALVE	GV	VOLUME	V
GRID NORTH	GN		
HIGHWAY EASEMENT	HE		
HEAVY	HT		
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NES		
NUMBER	NO		
OUTLOT	DL		
PAGE	PT		
POINT OF TANGENCY	PIE		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

**CURVE DATA ABBREVIATIONS**

LONG CHORD	LCB
LONG CHORD BEARING	LCH
RADIUS	R
BEARING OF CURVE	B
CENTRAL ANGLE	CA/DETA
LENGTH OF CURVE	L
TANGENT	T
BACKSIGHT	BS
DIRECTION BACK	DB

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY  
LAND AND INTERESTS TO WAUKESHA COUNTY

P.L.C. SHEET NUMBER	OWNER(S)	INTERESTS REQUIRED		R/W ACRES REQUIRED		P.L.E. (ACRES)	T.L.E. (ACRES)
		NEW	EXISTING TOTAL	NEW	EXISTING TOTAL		
1	ST. COLETTA OF WISCONSIN, INC.	T.L.E.	-	-	-	-	0.006
2	EAT FBO HAMILTON HOLDINGS LLC	FEE, T.L.E.	-	-	-	-	0.008
3-17	LASALLE PROPERTIES MANAGEMENT LLC	FEE, T.L.E.	0.025	0.025	0.025	0.025	0.082
4	ARC CAFES/AODI, LLC	FEE, T.L.E.	-	0.032	-	0.032	0.079
5	MARY PAROLA	T.L.E.	-	-	-	-	0.010
6	DURBIN PETROLEUM, LLC	T.L.E.	0.004	0.004	-	0.004	0.010
7	WISCONSIN STATE UNIVERSITY	FEE, T.L.E.	-	-	-	-	0.010
8	JEFFREY B. HOEL	FEE, T.L.E.	0.020	0.020	-	0.020	0.050
9	LEE K. GAN INHEL	T.L.E.	-	-	-	-	0.069
10	ERIC KRUEGER	T.L.E.	-	-	-	-	0.012
11	TNG III ACQUISITION, L.L.C.	T.L.E.	-	-	-	-	0.031
12	JOHN R. & TAMMY J. FEDLER	T.L.E.	-	-	-	-	0.007
13	MARY C. & GREGORY G. KRUMHOF	FEE, T.L.E.	0.005	0.005	-	0.005	0.011
14	MICHAEL J. CROHOSZ	FEE, T.L.E.	0.031	0.031	-	0.031	0.093
15	JEFFREY J. LUCHALEK	FEE, T.L.E.	0.001	0.001	-	0.001	0.023
16	DEANIS G. & JUDY L. SCHNEIDER	T.L.E.	-	-	-	-	0.028
17	TIMOTHY C. & ALISA R. JOHNSON	T.L.E.	-	-	-	-	0.022
18	MOD PRODUCTS 2, LLC	FEE, T.L.E.	0.067	0.067	-	0.067	0.070
19	BRUCE & DAWN BRONES	T.L.E.	-	-	-	-	0.018
20	JAMIE C. JOHNSON	T.L.E.	-	-	-	-	0.018
21	ALEJANDRA GAMBORA & JAVIER RODRIGUEZ GONZALEZ	FEE, T.L.E.	0.005	0.005	-	0.005	0.024
22	KELLY & SIOBHAN P. WILSON	FEE, T.L.E.	0.013	0.013	-	0.013	0.028
23	MELISSA J. STEINER	T.L.E.	-	-	-	-	0.009
24	DANIEL L. & DAWN OLSON	T.L.E.	-	-	-	-	0.009
25	JASON MCRAE & JILL GROSHEN	FEE, T.L.E.	0.008	0.008	-	0.008	-
26	HADER INDUSTRIES, INC.	FEE, T.L.E.	0.009	0.009	-	0.009	0.132
27-29	SANCTUARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC	FEE, T.L.E.	0.067	0.067	-	0.067	0.190
29	RUNDLE-SPENCE MFG. CO.	T.L.E.	-	-	-	-	0.044
30	KWIK TRIP, INC.	T.L.E.	-	-	-	-	0.008
31	ESTEBAN ARECOUN	FEE, T.L.E.	0.005	0.005	-	0.005	0.008
32	TOP SHELF NEW BERLIN, LLC	FEE, T.L.E.	0.017	0.017	-	0.017	0.073
33	COBBE & MARK LP	FEE, T.L.E.	0.176	0.176	-	0.176	0.144
34	TOP SHELF NEW BERLIN, LLC	T.L.E.	-	-	-	-	0.005
35	WAUSAU EQUIPMENT COMPANY LLC	T.L.E.	-	-	-	-	0.006
36	THE MILWAUKEE AND MADISON RAILWAY COMPANY	P.L.E.	-	-	0.002	-	-
37	WISCONSIN ELECTRIC POWER COMPANY	FEE, T.L.E.	0.075	0.075	-	0.075	0.137
38	SCOTT A. FODRINE AND LIFE ESTATE INTEREST OF ANNA ZACHER	FEE, T.L.E.	-	-	-	-	0.004
39	TIMOTHY S. FRANK & JARISA L. BORDZINSKI	FEE, T.L.E.	0.003	0.003	-	0.003	-
40	WISCONSIN STATE UNIVERSITY	FEE, T.L.E.	0.263	0.263	-	0.263	0.262
41	BROOKHIDE CONDOMINIUM ASSOCIATION, INC.	T.L.E.	-	-	-	-	0.073
42	DEER CREEK RUN APARTMENTS, LLC	T.L.E.	-	-	-	-	0.082
43	HIGHLAND MEMORIAL PARK, INC.	T.L.E.	-	-	-	-	0.205
44	CITY OF NEW BERLIN	FEE, T.L.E.	0.248	0.248	-	0.248	-
45	ELUMINATED	FEE, T.L.E.	-	-	-	-	0.333
46	JOB INVESTMENTS, LLC	FEE, T.L.E.	0.085	0.085	-	0.085	-
47	JAMIE DANIEL & ROSEMARY LINDA TATREK	FEE, T.L.E.	-	-	-	-	0.095
48	CITY OF NEW BERLIN	FEE, T.L.E.	0.412	0.412	-	0.412	-

UTILITY	SHEET NUMBER	OWNER	INTEREST REQUIRED
801	4.04-4.05, 4.06, 4.07 & 4.1	CITY OF NEW BERLIN - PATIEMEN	RELEASE OF RIGHTS
802	4.04, 4.05 & 4.09	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS
803	4.04, 4.05 & 4.1	THE THOMAS - ELECTRIC	RELEASE OF RIGHTS
804	4.04, 4.05, 4.06, 4.07	AT&T WISCONSIN	RELEASE OF RIGHTS
805	4.09 & 4.10	AMERICAN TRANSGRESSION COMPANY	RELEASE OF RIGHTS
806	4.09 & 4.10	WEATHERS - GAS	RELEASE OF RIGHTS
807	4.05 & 4.07	SPRINT COMMUNICATIONS	RELEASE OF RIGHTS
808	4.05 & 4.07	CHARLIE COMMUNICATIONS	RELEASE OF RIGHTS
809	4.05, 4.07 & 4.10	WIN TEL/COMM/CO2	RELEASE OF RIGHTS
810	4.10	CENTURYLINK	RELEASE OF RIGHTS
811	4.10	LUMEN	RELEASE OF RIGHTS

REVISION DATE: 12/02/2024

FILE NAME: TITLE SHEET - SCHEDULE - LAYOUT.DWG

LAYOUT NAME: SHEET 4.02

DATE: 08/22/2024

GRID FACTOR: N/A

SCALE: 1"=40'

PLAT SHEET: 4.02

PS&E SHEET: \_\_\_\_\_

**ROZ DRAFT H/13/2024**

PROJECT NUMBER: 2722-04-21

CONSTRUCTION PROJECT NUMBER: 2722-04-71

STATE R/W PROJECT NUMBER: 2722-04-21

CONSTRUCTION PROJECT NUMBER: 2722-04-71

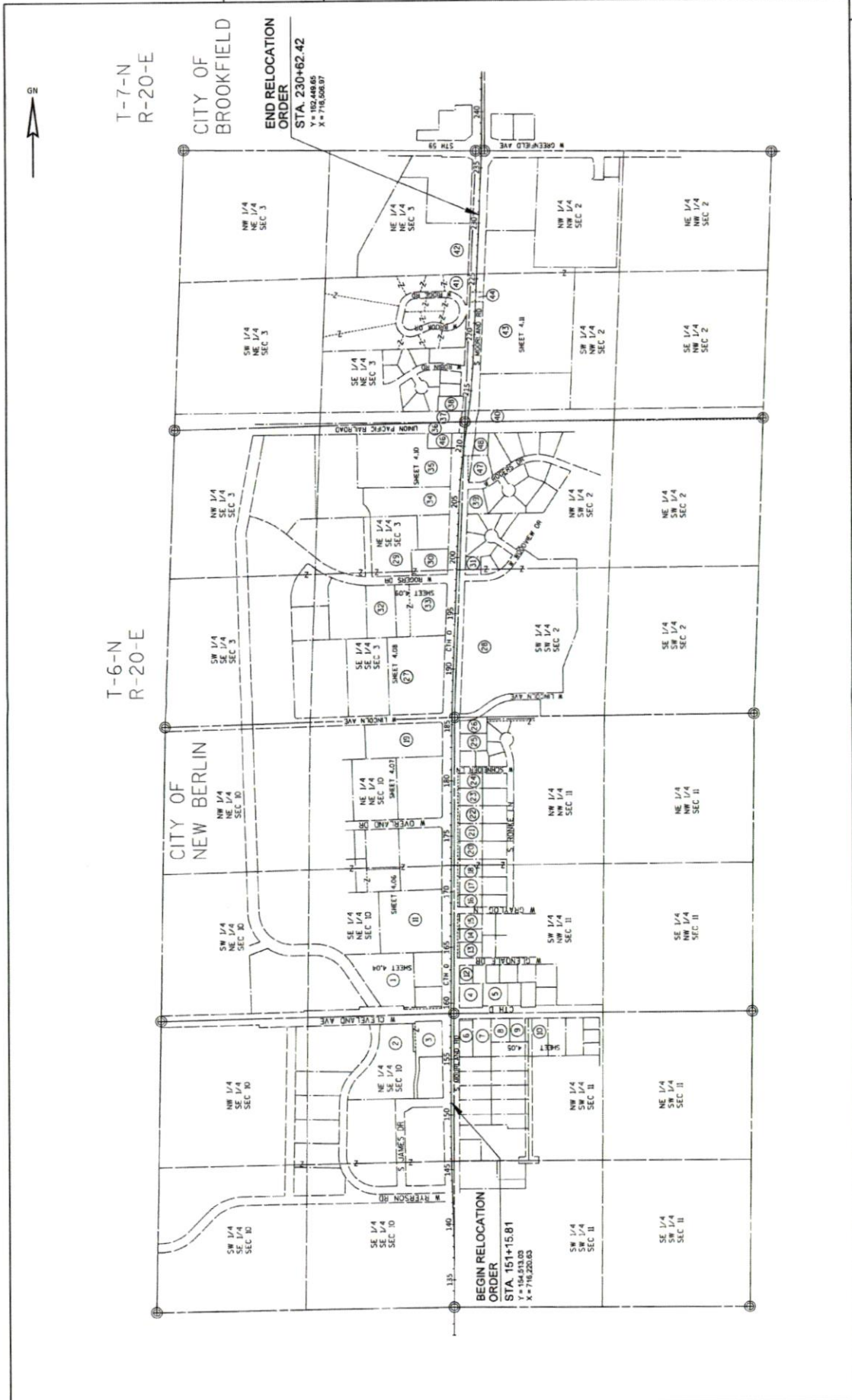
PLOT DATE: 11/13/2024 12:09 PM

PLOT BY: ZOURN, SHANE

PLOT NAME: \_\_\_\_\_

PLOT SCALE: \_\_\_\_\_

WOODY/FAKED SHEET 75



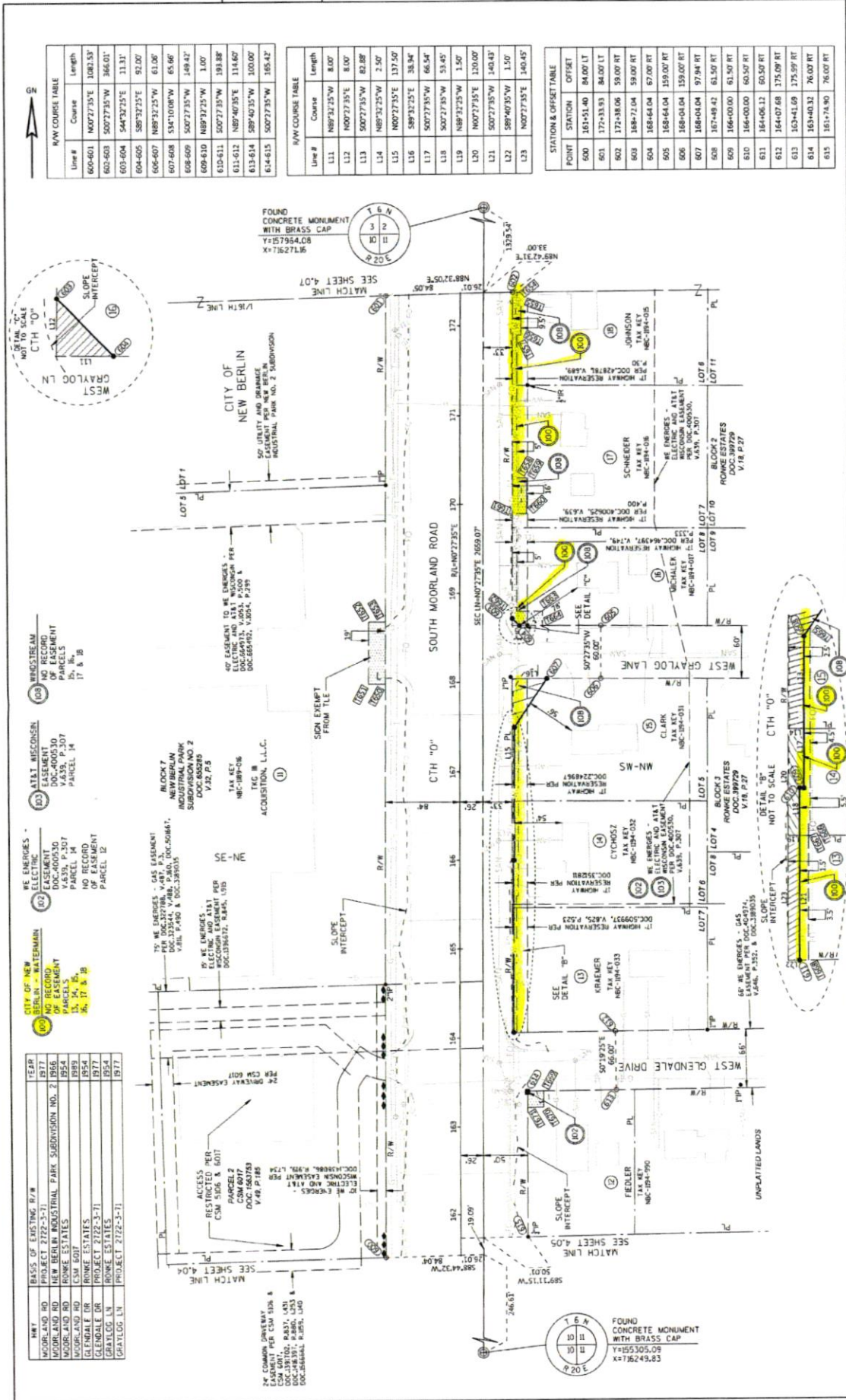
REVISIONS: SUBMITTED (N/A)	DATE: 08/22/2024	SCALE (FEET): 0 400 800	PLAT SHEET: 4.03
TITLE SHEET: SCHEDULE LAYOUT (N/A)	GRID FACTOR: N/A	CONSTRUCTION PROJECT NUMBER: 2722-04-71	PS&E SHEET: E
FILE NAME: RO2 DRAFT H13/2024	DATE: 11/13/2024 12:09 PM	STATE R/W PROJECT NUMBER: 2722-04-21	PLAT SCALE: 1"=40'
LAYOUT NAME: Sheet 4.03	PLOT BY: ZBOROW, SHANE	CONSTRUCTION PROJECT NUMBER: 2722-04-71	PLOT NAME: MOORLAND ROAD (CTH O)
			COUNTY: WAUKESHA

4

4



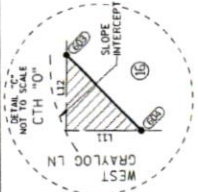




Line #	Course	Length
600-601	N007°35'E	1082.53'
600-602	S007°35'W	346.01'
604-604	S44°32'5"E	113.17'
606-607	N89°22'5"W	61.06'
607-608	S34°10'0"W	65.66'
608-609	S00°27'35"W	149.41'
609-610	N89°22'5"W	1.00'
610-611	S00°27'35"W	193.86'
611-612	N87°40'35"E	114.62'
613-614	S89°40'35"W	100.00'
614-615	S00°27'35"W	165.42'

Line #	Course	Length
L11	N89°32'35"W	8.00'
L12	N00°27'35"E	8.00'
L13	S00°27'35"W	82.88'
L14	N89°32'35"W	2.50'
L15	S89°32'35"E	38.34'
L17	S00°27'35"W	66.54'
L18	S00°27'35"W	53.45'
L19	N89°32'35"W	1.50'
L20	N00°27'35"E	120.00'
L21	S00°27'35"W	140.43'
L22	S89°40'35"W	1.50'
L23	N00°27'35"E	140.45'

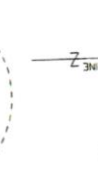
POINT	STATION	OFFSET
600	101+61.40	84.00' LT
601	172+33.93	84.00' LT
602	172+38.06	59.00' RT
603	188+72.04	59.00' RT
604	168+64.04	67.00' RT
605	168+64.04	159.00' RT
606	168+04.04	159.00' RT
607	167+49.42	61.50' RT
609	166+00.00	61.50' RT
610	166+00.00	60.50' RT
611	164+06.12	60.50' RT
612	164+07.68	175.99' RT
613	163+41.69	175.99' RT
614	163+40.32	76.09' RT
615	161+74.90	76.09' RT



**WE ENERGIES - ELECTRIC**  
 DOC:400530  
 V.639, P.307  
 PARCEL 14  
 NO RECORD  
 PARCEL 12

**WE ENERGIES - GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

HWY	PROJECT	YEAR
MOORLAND RD	PROJECT 2722-3-71	1977
MOORLAND RD	HEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2	1956
MOORLAND RD	ROMKE ESTATES	1954
MOORLAND RD	CSM 6017	1989
GLENDALE DR	ROMKE ESTATES	1954
GLENDALE DR	PROJECT 2722-3-71	1974
GRAYLOC LN	PROJECT 2722-3-71	1974
GRAYLOC LN	PROJECT 2722-3-71	1977



**WE ENERGIES - ELECTRIC AND GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

**WE ENERGIES - GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

**WE ENERGIES - ELECTRIC AND GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

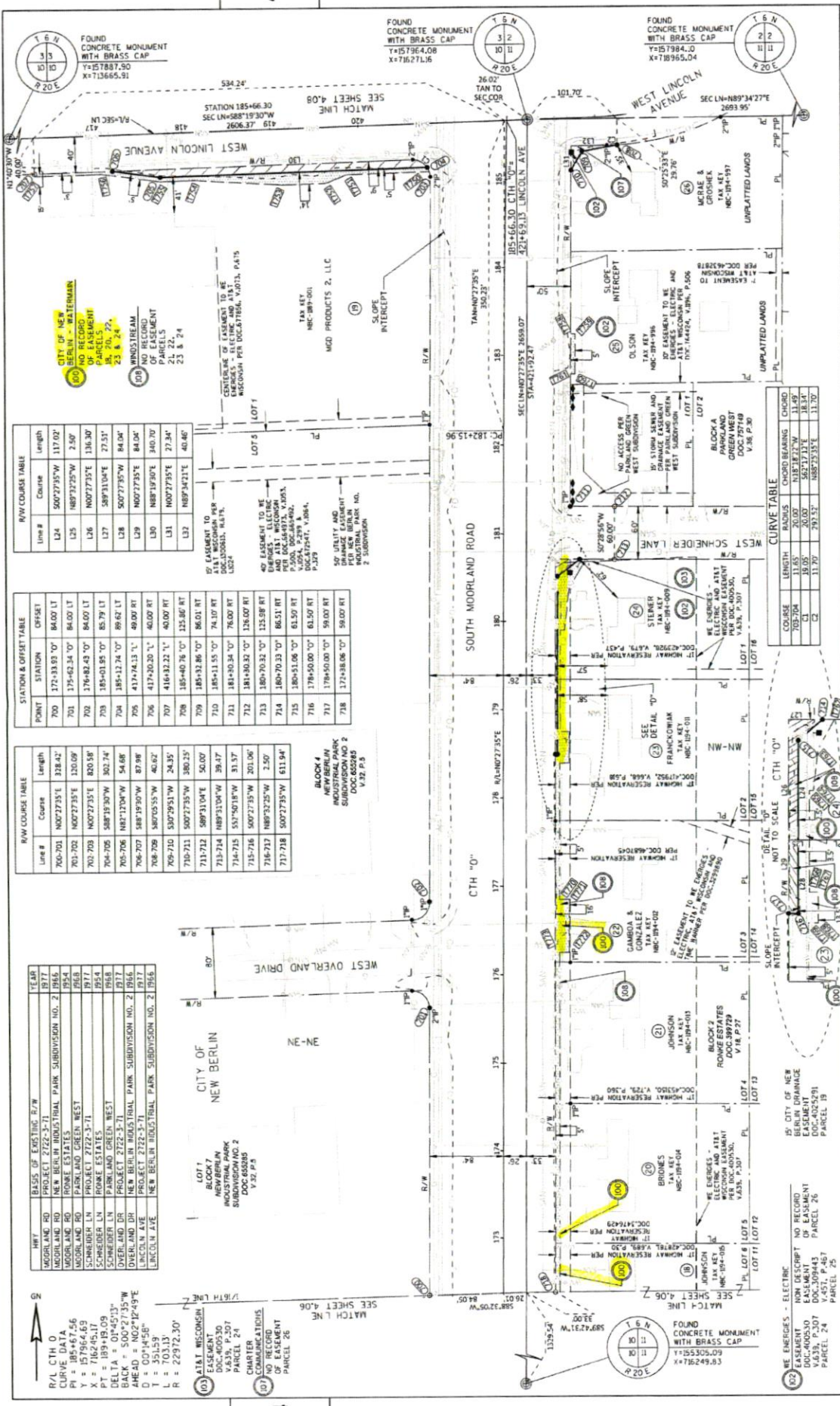
**WE ENERGIES - GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

**WE ENERGIES - GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

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 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

**WE ENERGIES - GAS EASEMENT**  
 PER DOC:25778A, V.487, P.3, DOC:50864, V.618, P.400 & DOC:238033

REVISION DATE: 08/22/2024  
 FILE NAME: 2025022024(2)BL-C  
 LAYOUT NAME: 2024-08-22  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 COUNTY: WAUKESHA  
 HWY: MOORLAND ROAD (CTH 0)  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 PLAT SHEET: 4.06  
 PS&E SHEET: E  
 WISDOT PROJECT SHEET 1/5



**BASES OF EXISTING R/W**

HWY	SECTION	DATE
1	10731	1977
2	10732	1977
3	10733	1977
4	10734	1977
5	10735	1977
6	10736	1977
7	10737	1977
8	10738	1977
9	10739	1977
10	10740	1977
11	10741	1977
12	10742	1977
13	10743	1977
14	10744	1977
15	10745	1977
16	10746	1977
17	10747	1977
18	10748	1977
19	10749	1977
20	10750	1977

**R/W COURSE TABLE**

Line #	Course	Length
124	S00°27'35"W	117.02'
125	N87°32'55"W	2.50'
126	N00°27'35"E	136.30'
127	S89°31'04"E	27.51'
128	S00°27'35"W	84.00'
129	N00°27'35"E	84.00'
130	N87°32'55"W	340.70'
131	N00°27'35"E	27.34'
132	N87°32'55"W	40.46'

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
700	172+33.03 "0"	84.00 LT
701	173+42.34 "0"	84.00 LT
702	174+51.74 "0"	84.00 LT
703	176+01.15 "0"	85.79 LT
704	177+10.55 "0"	89.62 LT
705	178+19.95 "0"	93.47 LT
706	179+29.35 "0"	97.32 LT
707	180+38.75 "0"	101.17 LT
708	181+48.15 "0"	105.02 LT
709	182+57.55 "0"	108.87 LT
710	184+06.95 "0"	112.72 LT
711	185+16.35 "0"	116.57 LT
712	186+25.75 "0"	120.42 LT
713	187+35.15 "0"	124.27 LT
714	188+44.55 "0"	128.12 LT
715	189+53.95 "0"	131.97 LT
716	191+03.35 "0"	135.82 LT
717	192+12.75 "0"	139.67 LT
718	193+22.15 "0"	143.52 LT

**R/W COURSE TABLE**

Line #	Course	Length
700-701	N00°27'35"E	138.42'
701-702	N00°27'35"E	120.99'
702-703	N00°27'35"E	820.58'
703-704	S89°31'04"W	303.74'
704-705	N87°32'55"W	54.88'
705-706	S00°27'35"W	87.98'
706-707	N00°27'35"E	87.98'
707-708	S00°27'35"W	40.62'
708-709	S00°27'35"W	24.35'
709-710	S00°27'35"W	380.25'
710-711	S00°27'35"W	50.00'
711-712	S89°31'04"E	31.57'
712-713	S00°27'35"W	201.06'
713-714	N87°32'55"W	2.50'
714-715	N00°27'35"E	611.94'

**NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2**

LOT #	OWNER	DATE
1	AT&T WISCONSIN	2/28/81
2	AT&T WISCONSIN	2/28/81
3	AT&T WISCONSIN	2/28/81
4	AT&T WISCONSIN	2/28/81
5	AT&T WISCONSIN	2/28/81
6	AT&T WISCONSIN	2/28/81
7	AT&T WISCONSIN	2/28/81
8	AT&T WISCONSIN	2/28/81
9	AT&T WISCONSIN	2/28/81
10	AT&T WISCONSIN	2/28/81
11	AT&T WISCONSIN	2/28/81
12	AT&T WISCONSIN	2/28/81
13	AT&T WISCONSIN	2/28/81
14	AT&T WISCONSIN	2/28/81
15	AT&T WISCONSIN	2/28/81
16	AT&T WISCONSIN	2/28/81
17	AT&T WISCONSIN	2/28/81
18	AT&T WISCONSIN	2/28/81
19	AT&T WISCONSIN	2/28/81
20	AT&T WISCONSIN	2/28/81

**NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2**

LOT #	OWNER	DATE
21	AT&T WISCONSIN	2/28/81
22	AT&T WISCONSIN	2/28/81
23	AT&T WISCONSIN	2/28/81
24	AT&T WISCONSIN	2/28/81
25	AT&T WISCONSIN	2/28/81
26	AT&T WISCONSIN	2/28/81
27	AT&T WISCONSIN	2/28/81
28	AT&T WISCONSIN	2/28/81
29	AT&T WISCONSIN	2/28/81
30	AT&T WISCONSIN	2/28/81
31	AT&T WISCONSIN	2/28/81
32	AT&T WISCONSIN	2/28/81
33	AT&T WISCONSIN	2/28/81
34	AT&T WISCONSIN	2/28/81
35	AT&T WISCONSIN	2/28/81
36	AT&T WISCONSIN	2/28/81
37	AT&T WISCONSIN	2/28/81
38	AT&T WISCONSIN	2/28/81
39	AT&T WISCONSIN	2/28/81
40	AT&T WISCONSIN	2/28/81

**NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2**

LOT #	OWNER	DATE
41	AT&T WISCONSIN	2/28/81
42	AT&T WISCONSIN	2/28/81
43	AT&T WISCONSIN	2/28/81
44	AT&T WISCONSIN	2/28/81
45	AT&T WISCONSIN	2/28/81
46	AT&T WISCONSIN	2/28/81
47	AT&T WISCONSIN	2/28/81
48	AT&T WISCONSIN	2/28/81
49	AT&T WISCONSIN	2/28/81
50	AT&T WISCONSIN	2/28/81
51	AT&T WISCONSIN	2/28/81
52	AT&T WISCONSIN	2/28/81
53	AT&T WISCONSIN	2/28/81
54	AT&T WISCONSIN	2/28/81
55	AT&T WISCONSIN	2/28/81
56	AT&T WISCONSIN	2/28/81
57	AT&T WISCONSIN	2/28/81
58	AT&T WISCONSIN	2/28/81
59	AT&T WISCONSIN	2/28/81
60	AT&T WISCONSIN	2/28/81

**NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2**

LOT #	OWNER	DATE
61	AT&T WISCONSIN	2/28/81
62	AT&T WISCONSIN	2/28/81
63	AT&T WISCONSIN	2/28/81
64	AT&T WISCONSIN	2/28/81
65	AT&T WISCONSIN	2/28/81
66	AT&T WISCONSIN	2/28/81
67	AT&T WISCONSIN	2/28/81
68	AT&T WISCONSIN	2/28/81
69	AT&T WISCONSIN	2/28/81
70	AT&T WISCONSIN	2/28/81
71	AT&T WISCONSIN	2/28/81
72	AT&T WISCONSIN	2/28/81
73	AT&T WISCONSIN	2/28/81
74	AT&T WISCONSIN	2/28/81
75	AT&T WISCONSIN	2/28/81
76	AT&T WISCONSIN	2/28/81
77	AT&T WISCONSIN	2/28/81
78	AT&T WISCONSIN	2/28/81
79	AT&T WISCONSIN	2/28/81
80	AT&T WISCONSIN	2/28/81

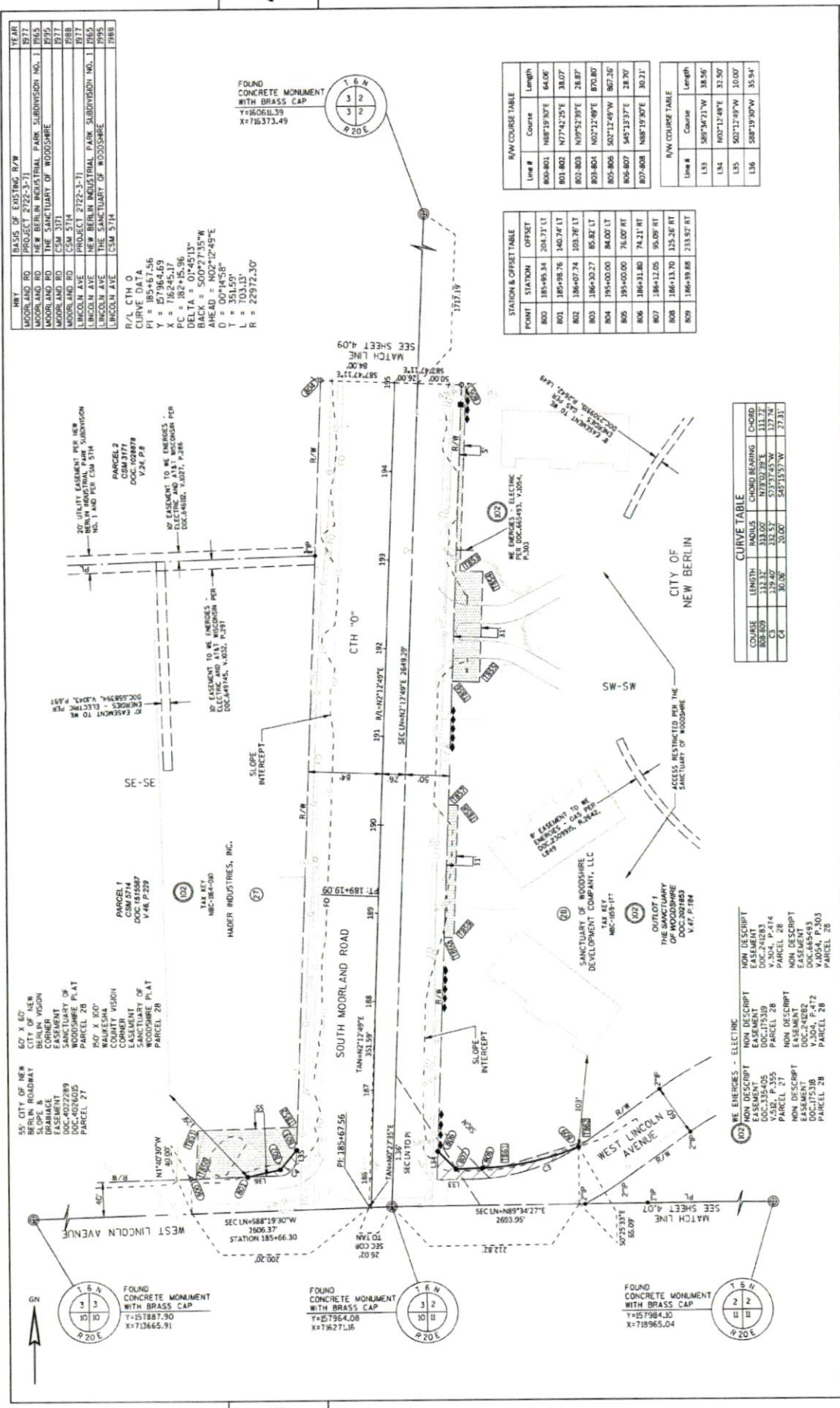
**NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2**

LOT #	OWNER	DATE
81	AT&T WISCONSIN	2/28/81
82	AT&T WISCONSIN	2/28/81
83	AT&T WISCONSIN	2/28/81
84	AT&T WISCONSIN	2/28/81
85	AT&T WISCONSIN	2/28/81
86	AT&T WISCONSIN	2/28/81
87	AT&T WISCONSIN	2/28/81
88	AT&T WISCONSIN	2/28/81
89	AT&T WISCONSIN	2/28/81
90	AT&T WISCONSIN	2/28/81
91	AT&T WISCONSIN	2/28/81
92	AT&T WISCONSIN	2/28/81
93	AT&T WISCONSIN	2/28/81
94	AT&T WISCONSIN	2/28/81
95	AT&T WISCONSIN	2/28/81
96	AT&T WISCONSIN	2/28/81
97	AT&T WISCONSIN	2/28/81
98	AT&T WISCONSIN	2/28/81
99	AT&T WISCONSIN	2/28/81
100	AT&T WISCONSIN	2/28/81

DATE 08/22/2024  
 GRID FACTOR N/A  
 COUNTY WAUKESHA  
 STATE R/W PROJECT NUMBER 2722-04-21  
 CONSTRUCTION PROJECT NUMBER 2722-04-71  
 PLAT SHEET 4.07  
 PS&E SHEET E

ROZ DRAFT 11/13/2024

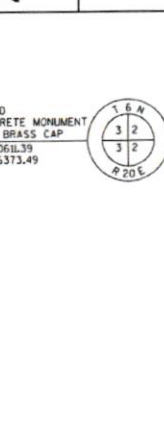
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 LAYOUT NAME: 3084 4.07



**BASES OF EXISTING R/W**

HWY	PROJECT	YEAR
MOORLAND RD	PROJECT 2722-5-71	1977
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 1	1965
MOORLAND RD	THE SANCTUARY OF WOODSHIRE	1995
MOORLAND RD	CSM 5714	1988
MOORLAND RD	PROJECT 2722-5-71	1977
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 1	1965
MOORLAND RD	THE SANCTUARY OF WOODSHIRE	1995
MOORLAND RD	CSM 5714	1988

**R/W DATA**  
 PI = 185+67.56  
 Y = 157964.69  
 X = 716245.17  
 PC = 182+05.96  
 PT = 187+05.96  
 BACK = 500\*271.35°W  
 AHEAD = N02°12'45"E  
 D = 00°14'58"  
 T = 351.59'  
 L = 703.13'  
 R = 22972.30'



**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
800	185+93.34	204.77' L
801	185+98.76	140.74' L
802	186+07.74	103.76' L
803	186+30.27	65.82' L
804	185+00.00	84.00' L
805	185+00.00	76.00' R
806	186+31.80	74.21' R
807	186+12.05	94.09' R
808	186+13.70	125.26' R
809	186+19.88	213.97' R

**R/W COURSE TABLE**

LINE #	COURSE	LENGTH
800-801	N89°19'30"E	64.06'
801-802	N77°42'52"E	38.07'
802-803	N75°52'39"E	28.87'
803-804	N07°12'49"W	870.80'
804-805	S07°12'49"W	867.35'
805-807	S47°23'27"E	28.70'
807-808	N89°19'30"E	30.11'

**R/W COURSE TABLE**

LINE #	COURSE	LENGTH
L33	S87°34'21"W	38.56'
L34	N07°12'49"W	10.00'
L35	S07°12'49"W	10.00'
L36	S89°19'30"W	35.54'

**CURVE TABLE**

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
800-809	313.37'	333.00'	N77°30'24"W	111.72'
809-810	30.06'	30.00'	S47°15'57"W	27.31'
CT				

**DATE** 08/22/2024  
**PROJECT NUMBER** 2722-04-21  
**STATE R/W PROJECT NUMBER** 2722-04-21  
**CONSTRUCTION PROJECT NUMBER** 2722-04-71  
**PLAT SHEET** 4.08  
**PS&E SHEET** \_\_\_\_\_

**HWY:** MOORLAND ROAD (CTH 0)  
**COUNTY:** WAUKESHA  
**CITY OF:** NEW BERLIN  
**PLAT NAME:** MOORLAND ROAD

**DATE:** 11/13/2024 12:14 PM  
**PLAT DATE:** 11/13/2024 12:14 PM  
**PLAT NAME:** MOORLAND ROAD

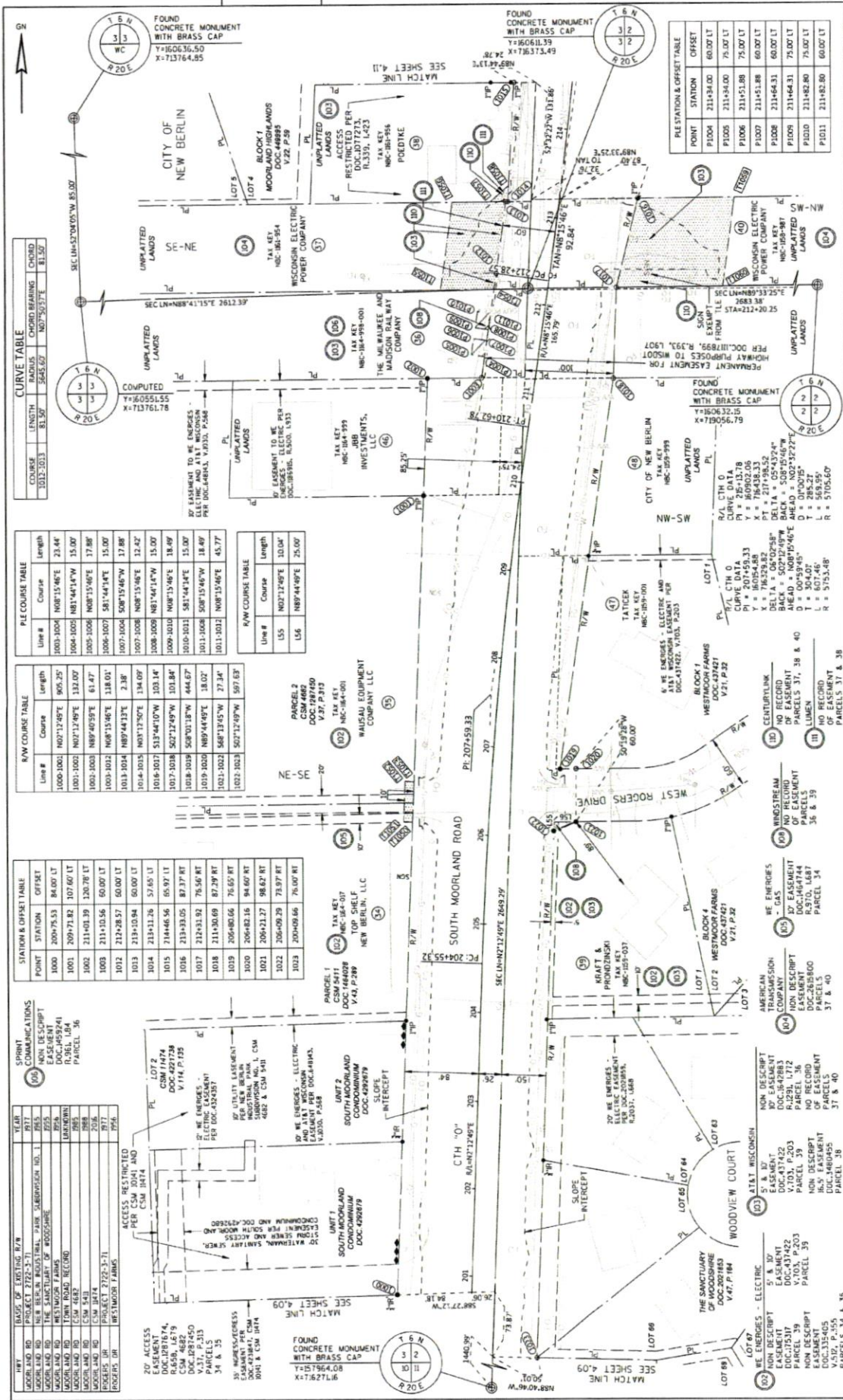
**SCALE:** 1" = 100'  
**SCALE:** 1" = 100'

**REVISIONS:**  
 1. 11/13/2024  
 2. 11/13/2024

**RO DRAFT 11/13/2024**

**FILE NAME:** DETAIL SHEETS L&B TO L11.DWG  
**LAYOUT NAME:** 2024R4.L&B





**CURVE TABLE**

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
1012-1013	81.50'	5645.63'	N07°50'57"E	81.50'

**P/E COURSE TABLE**

Line #	Course	Length
1000-1004	N08°15'46"E	23.44'
1004-1005	N08°15'46"E	15.00'
1005-1006	N08°15'46"E	17.88'
1006-1007	S81°44'14"E	15.00'
1007-1008	S08°15'46"W	17.88'
1008-1009	N08°15'46"E	15.00'
1009-1010	S81°44'14"E	15.00'
1010-1011	S81°44'14"E	15.00'
1011-1012	N08°15'46"E	18.48'
1011-1012	N08°15'46"E	45.77'

**R/W COURSE TABLE**

Line #	Course	Length
1000-1001	N07°17'49"E	905.25'
1001-1002	N07°17'49"E	134.00'
1002-1003	N08°40'59"E	61.47'
1003-1012	N08°15'46"E	118.01'
1014-1015	N07°12'50"E	134.00'
1016-1017	S33°44'10"W	103.14'
1017-1018	S02°12'49"W	101.84'
1018-1019	S08°01'18"W	444.67'
1019-1020	N08°15'46"E	18.02'
1021-1022	S08°13'45"W	27.34'
1022-1023	S02°12'49"W	507.63'

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1000	200+75.33	84.00' LT
1001	200+71.32	107.60' LT
1002	211+01.39	120.78' LT
1003	211+10.56	60.00' LT
1004	212+28.37	60.00' LT
1005	213+11.36	57.65' LT
1006	214+46.36	66.97' LT
1007	213+33.05	87.37' RT
1008	212+33.92	76.50' RT
1009	211+30.09	87.29' RT
1010	206+80.66	76.65' RT
1011	206+82.16	94.60' RT
1012	206+09.29	79.97' RT
1013	200+49.66	76.00' RT

**SPRINT COMMUNICATIONS**

YEAR	PROJECT	DATE
2017	PROJECT 2722-3-71	08/22/2024
2017	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 11	08/22/2024
2017	THE SHERIDAN OF WOODSHIRE	08/22/2024
2017	TOWN ROAD RECORD	08/22/2024
2017	CSM 4682	08/22/2024
2017	CSM 5413	08/22/2024
2017	PROJECT 2722-3-71	08/22/2024
2017	WESTMOOR FARMS	08/22/2024

**ACCESS RESTRICTED**

PER CSM 1041 AND CSM 1042

20' ACCESS TO THE EAST SIDE OF THE ROAD TO THE SOUTH MOORLAND CONDOMINIUM UNIT 1 AND UNIT 2. SEE SHEET 4.09.

20' ACCESS TO THE EAST SIDE OF THE ROAD TO THE SOUTH MOORLAND CONDOMINIUM UNIT 1 AND UNIT 2. SEE SHEET 4.09.

**FOUND CONCRETE MONUMENT WITH BRASS CAP**

Y=1600636.50  
X=713764.85

**FOUND CONCRETE MONUMENT WITH BRASS CAP**

Y=1600636.50  
X=713764.85

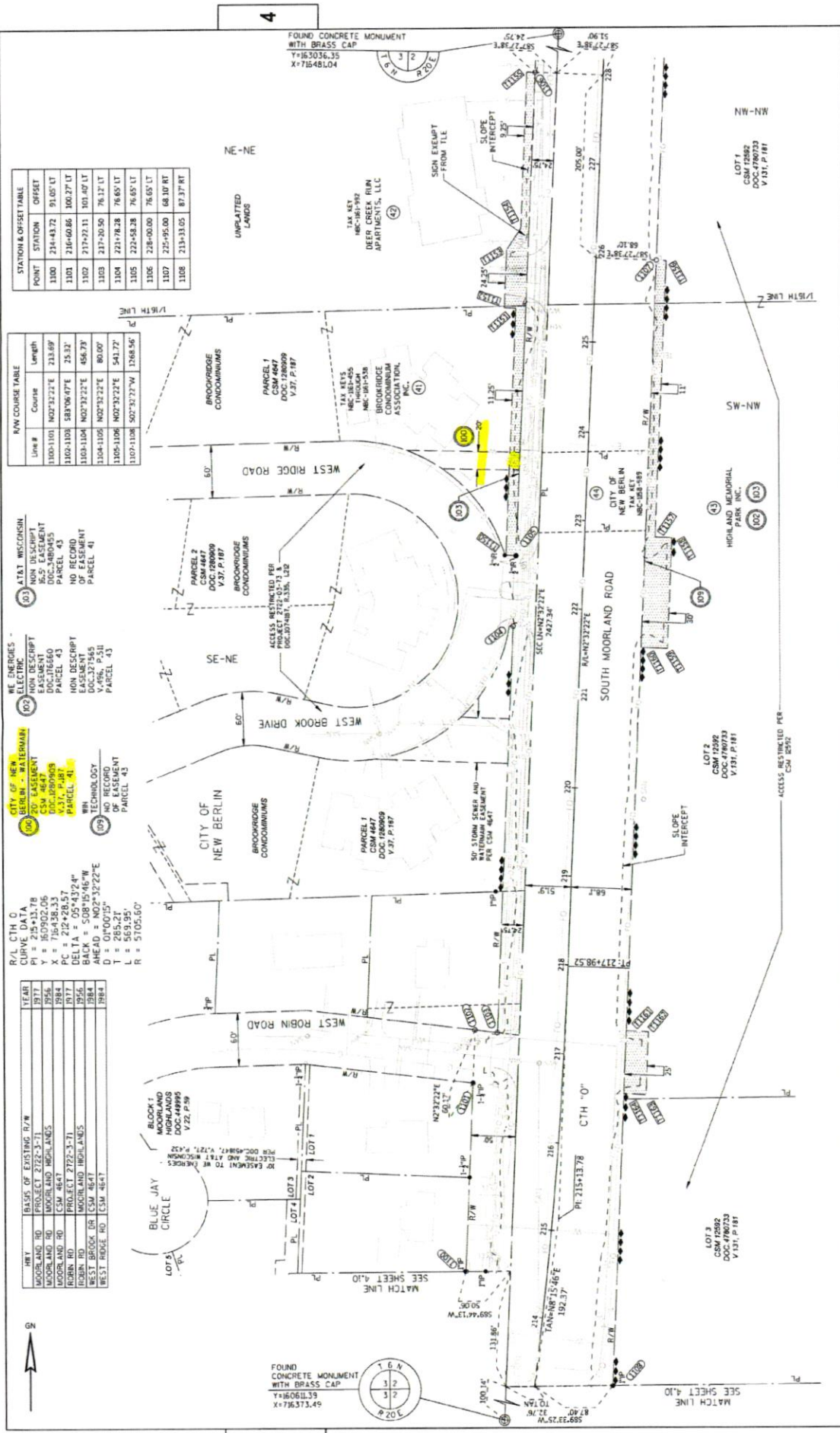
**FOUND CONCRETE MONUMENT WITH BRASS CAP**

Y=1600636.50  
X=713764.85

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
P1000	211+34.00	60.00' LT
P1001	211+34.00	75.00' LT
P1006	211+51.88	75.00' LT
P1007	211+51.88	60.00' LT
P1008	211+49.31	60.00' LT
P1009	211+44.31	75.00' LT
P1010	211+42.80	75.00' LT
P1011	211+42.80	60.00' LT

DATE 08/22/2024  
 GRID FACTOR N/A  
 DATE 08/22/2024  
 COUNTY: WAUKESHA  
 COUNTY: WAUKESHA  
 CONSTRUCTION PROJECT NUMBER 2722-04-71  
 CONSTRUCTION PROJECT NUMBER 2722-04-71  
 STATE RAW PROJECT NUMBER 2722-04-21  
 STATE RAW PROJECT NUMBER 2722-04-21  
 HWY: MOORLAND ROAD (CTH 0)  
 HWY: MOORLAND ROAD (CTH 0)  
 PLAT SHEET 4.10  
 PLAT SHEET 4.10  
 SHEET SHEET  
 SHEET SHEET



**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1100	214+43.72	91.05' LT
1101	216+60.86	100.27' LT
1102	217+22.11	101.42' LT
1103	217+20.50	76.12' LT
1104	221+78.28	76.65' LT
1105	222+58.38	76.65' LT
1106	228+00.00	64.10' RT
1107	225+95.00	64.10' RT
1108	213+33.05	87.37' RT

**NW COURSE TABLE**

LINE #	COURSE	LENGTH
1100-1101	N02°32'22"E	213.69'
1102-1103	S89°06'47"E	25.32'
1103-1104	N02°32'22"E	456.73'
1104-1105	N02°32'22"E	80.00'
1105-1106	N02°32'22"E	541.72'
1107-1108	S02°32'22"W	1268.56'

**WE ENERGIES - ELECTRIC**  
 NON DESCRIPT  
 CSM 4647  
 DOC 478660  
 PARCEL 43

**WATER**  
 NON DESCRIPT  
 CSM 4647  
 DOC 478660  
 PARCEL 43

**CITY OF NEW BERLIN - EASEMENT**  
 CSM 4647  
 DOC 478660  
 V.31, P.181  
 PARCEL 43

**WIN EASEMENT OF EASEMENT**  
 NON DESCRIPT  
 CSM 4647  
 DOC 478660  
 PARCEL 43

**TECHNOLOGY**  
 NO RECORD  
 OF EASEMENT  
 PARCEL 43

**R/L CTH O CURVE DATA**  
 PI = 215+13.78  
 Y = 160902.06  
 X = 716438.33  
 DELTA = 05°43'24"  
 BACK = 508'15"46"  
 AHEAD = N02°32'22"E  
 D = 01'00"15"  
 T = 285.21'  
 L = 561.35'  
 R = 5105.60'

**BASES OF EXISTING R/W**

HWY	PROJECT	YEAR
MOORLAND RD	PROJECT 2722-3-71	1977
MOORLAND RD	MOORLAND HIGHLANDS	1956
MOORLAND RD	CSM 4647	1984
ROBIN RD	PROJECT 2722-3-71	1977
MOORLAND HIGHLANDS		1956
WEST BROOK DR	CSM 4647	1984
WEST RIDGE RD	CSM 4647	1984

**FOUND CONCRETE MONUMENT WITH BRASS CAP**  
 TYPIC 3036.35  
 X=716481.04

REVISIONS 2024/03/13 (1)	DATE 08/22/2024	SCALE: HET 0 50 100	STATE R/W PROJECT NUMBER 2722-04-21	PLAT SHEET 4.11
RO2 DRAFT 11/13/2024	GRID FACTOR N/A		CONSTRUCTION PROJECT NUMBER 2722-04-71	PS&E SHEET
FILE NAME: DETAIL SHEET 4.08 TO 4.11.DWG LAYOUT NAME: Sheet 4.11	PLOT DATE: 11/13/2024 12:35 PM	PLOT BY: JORDON, SHANE	PLOT NAME: MOORLAND ROAD	E

4

SHEET 4.04

POINT	STATION	OFFSET
T1450	354+41.21 '0"	105.00' RT
T1451	350+47.41 '0"	105.00' RT
T1452	346+48.35 '0"	99.00' RT
T1453	344+46.35 '0"	99.43' LT
T1454	342+23.10 '0"	78.76' LT
T1460	349+75.69 '0"	105.00' RT
T1461	349+75.83 '0"	99.00' RT

SHEET 4.05

POINT	STATION	OFFSET
T1550	151+50.00 '0"	76.00' RT
T1551	151+50.00 '0"	82.00' RT
T1552	151+00.00 '0"	82.00' RT
T1553	151+00.00 '0"	76.00' RT
T1554	354+03.10 '0"	93.58' LT
T1555	354+27.80 '0"	66.00' LT
T1556	355+64.00 '0"	66.00' LT
T1557	355+92.00 '0"	95.00' LT
T1558	356+37.00 '0"	70.00' LT
T1560	357+20.57 '0"	65.00' LT
T1561	350+49.86 '0"	50.00' RT
T1562	350+49.74 '0"	68.00' RT
T1563	358+53.10 '0"	68.00' RT
T1564	357+63.00 '0"	93.00' RT
T1565	356+84.57 '0"	93.00' RT
T1566	356+84.59 '0"	90.00' RT
T1567	356+10.40 '0"	90.00' RT
T1568	355+99.38 '0"	69.00' RT
T1569	354+14.12 '0"	68.00' RT

SHEET 4.06

POINT	STATION	OFFSET
T1650	167+98.00	84.00' LT
T1651	167+98.00	103.00' LT
T1652	168+48.00	103.00' LT
T1653	168+48.00	84.00' LT
T1654	172+30.00	64.00' RT
T1655	172+30.00	68.50' RT
T1656	171+90.00	68.50' RT
T1657	171+90.00	64.00' RT
T1658	170+30.00	64.00' RT
T1659	170+30.00	75.00' RT
T1660	169+90.00	75.00' RT
T1661	169+90.00	64.00' RT
T1662	168+90.04	64.00' RT
T1663	168+90.04	93.00' RT
T1664	168+94.04	93.00' RT
T1665	167+56.17	66.00' RT
T1666	165+60.00	66.00' RT
T1667	165+60.00	64.00' RT
T1668	164+08.35	64.00' RT
T1669	163+40.57	94.00' RT
T1670	163+22.57	94.00' RT
T1671	163+12.32	76.00' RT

SHEET 4.07

POINT	STATION	OFFSET
T1750	185+07.88 '0"	87.00' LT
T1751	419+85.90 'L	54.00' RT
T1752	419+60.92 'L	63.00' RT
T1753	419+12.00 'L	63.00' RT
T1754	418+12.07 'L	54.00' RT
T1755	417+73.71 'L	54.00' RT
T1756	417+67.80 'L	43.00' RT
T1757	416+32.22 'L	43.00' RT
T1758	183+25.00 '0"	75.74' RT
T1759	183+25.00 '0"	80.74' RT
T1760	182+90.00 '0"	80.91' RT
T1761	182+90.00 '0"	75.91' RT
T1762	180+70.33 '0"	93.25' RT
T1763	180+36.52 '0"	74.47' RT
T1764	179+90.00 '0"	69.69' RT
T1765	179+90.00 '0"	65.00' RT
T1766	178+75.00 '0"	65.00' RT
T1767	178+75.00 '0"	75.00' RT
T1768	178+40.00 '0"	64.00' RT
T1769	178+40.00 '0"	64.00' RT
T1770	176+85.00 '0"	64.00' RT
T1771	176+85.00 '0"	75.00' RT
T1772	176+25.00 '0"	75.00' RT
T1773	176+25.00 '0"	64.00' RT

SHEET 4.08

POINT	STATION	OFFSET
T1850	185+95.67	198.55' LT
T1851	186+50.32	197.84' LT
T1852	186+56.61	85.51' LT
T1853	197+90.00	81.00' RT
T1854	193+90.00	107.00' RT
T1855	191+65.00	107.00' RT
T1856	191+65.00	76.00' RT
T1857	190+25.00	76.00' RT
T1858	190+25.00	87.00' RT
T1859	188+75.00	86.96' RT
T1860	188+75.00	75.96' RT
T1861	186+15.97	146.36' RT
T1862	186+47.27	244.27' RT

SHEET 4.09

POINT	STATION	OFFSET
T1950	465+11.42 'R	68.00' RT
T1951	465+98.00 'R	68.00' RT
T1952	465+98.00 'R	75.00' RT
T1953	444+1.07 'R	75.00' RT
T1954	463+70.00 'R	50.78' RT
T1955	463+70.00 'R	40.00' RT
T1956	444+60.00 'R	40.00' LT
T1957	444+60.00 'R	56.00' LT
T1958	463+99.06 'R	56.00' LT
T1959	463+99.12 'R	49.00' LT
T1960	449+03.28 'R	49.00' LT
T1961	450+93.30 'W	44.00' LT
T1962	451+04.23 'W	44.00' LT
T1963	451+63.65 'W	39.00' LT
T1964	451+29.03 'W	34.36' RT
T1965	450+93.59 'W	72.19' RT
T1966	196+00.00 '0"	76.00' RT
T1967	196+00.00 '0"	81.00' RT

SHEET 4.10

POINT	STATION	OFFSET
T1050	206+10.00	86.11' LT
T1051	206+10.00	96.11' LT
T1052	206+55.00	87.52' LT
T1053	206+55.00	97.52' LT
T1054	212+10.36	60.00' LT
T1055	212+01.32	100.07' LT
T1056	213+02.65	120.00' LT
T1057	213+08.54	77.46' LT
T1058	213+20.00	58.98' LT
T1059	213+47.04	195.00' RT
T1060	213+49.39	195.00' RT

SHEET 4.11

POINT	STATION	OFFSET
T1150	222+58.28	87.90' LT
T1151	225+93.00	87.90' LT
T1152	225+35.00	100.90' LT
T1153	226+00.00	100.90' LT
T1154	226+25.00	85.90' LT
T1155	226+60.00	85.90' LT
T1156	225+95.00	79.10' RT
T1157	222+45.00	79.10' RT
T1158	222+45.00	98.10' RT
T1159	221+60.00	98.10' RT
T1160	221+60.00	68.10' RT
T1161	217+30.00	68.52' RT
T1162	217+30.00	93.52' RT
T1163	216+60.00	94.81' RT
T1164	216+60.00	69.89' RT

REGIONAL REFERENCE  
**RO2 DRAFT H/13/2024**  
 FILE NAME: T11 TABLES SHEET 4.12.ZWG LAYOUT NAME: SHEET 4.12  
 DATE: 08/22/2024 GRID FACTOR: N/A  
 HWY: MOORLAND ROAD (CTH 0) COUNTY: WAUKESHA  
 STATE R/W PROJECT NUMBER: 2722-04-21 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 SCALE: 20X00W SHAPE PLOT BY: PLOT DATE: 11/17/2024 12:16 PM PLOT SCALE:

4

**LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY**

Locals 04/2019 County Projects s 83.08(1) Wis. Stats.

This Agreement is made and entered into by and between the Waukesha County DPW hereinafter designated as the "LOCAL PUBLIC AGENCY (LPA)," and The City of New Berlin - Water, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ \_\_\_\_\_ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project Description Title: CTH O Limits: CTH D to STH 59 Highway: Moorland Road County: Waukesha	Project ID(s) Design: 2722-04-01 Construction: 2722-04-71 Right of Way: 2722-04-21 UTL No.: 100 Utility: City of New Berlin Water
Facility type: Water	

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the LPA has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the LPA, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the LPA to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The LPA agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the LPA to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the LPA a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the LPA shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the LPA. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the LPA shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WAUKESHA COUNTY**

**City of New Berlin**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

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# STAFF REPORT EXECUTIVE SUMMARY

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**APPLICANT:** Waukesha County DPW

**PROJECT:** Moorland Road Land Acquisition – NBC 1158.989 and NBC 1159.999

**LOCATION:** Moorland Road (CTH O) from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59)

**REQUEST:** Discussion and possible recommendation to the Common Council for approval of the Quit Claim Deed for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21.

**D.C.D. RECOMMENDATION:** Recommend Common Council approval of the Quit Claim for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21.

1. The City of New Berlin Utility owns the properties identified as NBC 1158.989 and NBC 1159.999. The property is currently vacant. The Quit Claim Deed describes the land that is currently under the existing Moorland Road Right-of-Way.
2. Waukesha County will be reconstructing Moorland Road from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59) in 2027 under project number 2722-04-21.
3. Waukesha County is seeking to clean the Right-of-Way Plat of underlying property rights. Parcel 44 (NBC 1158.989) accounts for 0.248 acres and Parcel 48 (NBC 1159.999) accounts for 0.412 acres. A Quit Claim Deed would need to be executed and recorded with the Register of Deeds for both parcels.

**Attachment:**  
Quit Claim Deed

**QUIT CLAIM DEED BY CORPORATION**

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
RE1548 01/2023

THIS DEED, made by **City of New Berlin, a municipal corporation** duly organized and existing under the laws of the State of **Wisconsin**, GRANTOR(s), quit claims the property described below to the Wisconsin Department of Transportation, GRANTEE, for the sum of **One Dollar and Other Valuable Consideration (\$1.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: none.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Waukesha County Public Works  
515 W Moreland Blvd AC220  
Waukesha WI 53188-2485

Parcel Identification Number/Tax Key Number  
NBC 1158.989

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

**CORPORATE ACKNOWLEDGEMENT:**

City of New Berlin  
Corporation Name

\_\_\_\_\_ Date

State of Wisconsin )

\_\_\_\_\_  
Officer Signature Date

\_\_\_\_\_ ) ss.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ County)

On the above date, this instrument was acknowledged before me by the above person(s).

The signer was: \_\_\_ Physically in my presence. **OR**

\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_  
Signature, Notary Public, State of

\_\_\_\_\_  
Officer Signature Date

\_\_\_\_\_  
Print Name, Notary Public, State of

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date Commission Expires

Project ID  
2722-04-21

This instrument was drafted by  
Waukesha County

Parcel No.  
44

Project ID 2722-04-21  
Parcel 44  
City of New Berlin  
NBC 1158-989  
Interests: FEE

**Fee Title** in and to all that part of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Southwest corner of said Northwest 1/4 Section; thence North 02°32'22" East, along the West line of said Northwest 1/4 Section, 1,064.73 feet to the point of beginning of lands to be described; thence continuing North 02°32'22" East, along said West line, 90.00 feet to a point; thence North 89°16'25" East, 120.20 feet to a point on the East right of way line of CTH O; thence South 02°32'22" West, along said East right of way line of CTH O, a distance of 90.00 feet to a point; thence South 89°16'25" West, 120.20 feet to the point of beginning.

Said description contains 10,800 square feet or 0.248 acres more or less, already in use for highway purposes.

16505 National

1855

130.00'

239.97'

70.06'

432.07'

Private  
WEPCO  
2615800

### Property Information

Zoom to

Taxkey: 1159999  
Property Address: VACANT LOW UTILITY  
Parcel Acres: 1.00 ac (calculated estimate)

[View in Waukesha County GIS Map](#)

**Ownership**  
City of New Berlin Moorland Rd (Excess Land)

[View Tax and Ownership Details at Waukesha County](#)  
To view tax payments, ownership changes or to correct errors click the Waukesha County link above.

**Assessment Information**  
Assessment Year: 2025  
Overall Class: Exempt local  
Assessed Land Value: \$0  
Assessed Improvement Value: \$0  
Total Assessed Value: \$0

**Additional Property Information**  
not available

[View in Bing Map](#)

[View in Google Map](#)

This map accesses data from databases maintained by several City Departments and Waukesha County. There may be inconsistencies in data depending on the date the information was gathered or the purpose for which it is maintained. Due to variances in sources and update cycles, there is no guarantee as to the accuracy of the data.



Moorland Rd

15532

15500

Valley  
Spring Ct

**QUIT CLAIM DEED BY CORPORATION**

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
RE1548 01/2023

THIS DEED, made by **City of New Berlin, a municipal corporation** duly organized and existing under the laws of the State of **Wisconsin**, GRANTOR(s), quit claims the property described below to the Wisconsin Department of Transportation, GRANTEE, for the sum of **One Dollar and Other Valuable Consideration (\$1.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: none.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to  
Waukesha County Public Works  
515 W Moreland Blvd AC220  
Waukesha WI 53188-2485  
  
Parcel Identification Number/Tax Key Number  
NBC 1159.999

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

**CORPORATE ACKNOWLEDGEMENT:**

City of New Berlin  
Corporation Name

\_\_\_\_\_  
Date

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_  
County)

\_\_\_\_\_  
Officer Signature Date

On the above date, this instrument was acknowledged before me by the above person(s).

\_\_\_\_\_  
Print Name and Title

The signer was: \_\_\_ Physically in my presence. **OR**  
\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_  
Signature, Notary Public, State of

\_\_\_\_\_  
Officer Signature Date

\_\_\_\_\_  
Print Name, Notary Public, State of

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date Commission Expires

Project ID  
2722-04-21

This instrument was drafted by  
Waukesha County

Parcel No.  
48

Project ID 2722-04-21  
Parcel 48  
City of New Berlin  
NBC 1159-999  
Interests: FEE

**Fee Title** in and to all that part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Southwest 1/4 Section; thence South 02°12'49" West, along the West line of said Southwest 1/4 Section, a distance of 101.51 feet to a point on the Southerly right of way line of The Milwaukee and Madison Railway Company railroad and the point of beginning of lands to be described; thence North 89°44'49" East, along said Southerly right of way line, a distance of 100.09 feet to a point on the Easterly right of way line of CTH O; thence South 08°01'18" West, along said Easterly right of way line of CTH O, a distance of 201.92 feet to a point on the North line of Lot 1, Block 1, of Westmoor Farms; thence South 89°44'49" West, along said North line of Lot 1 and its extension, a distance of 79.64 feet to a point on the West line of the Southwest 1/4 of Section 2; thence North 02°12'49" East, along said West line of Southwest 1/4 Section, a distance of 200.00 feet to the point of beginning.

Said description contains 17,957 square feet or 0.412 acres more or less, already in use for highway purposes.

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Pipeline Crossing Approval

**LOCATION:** Jacobs Ridge/Westward Manor Area

**REQUEST:** Approval of Non-Objection Agreement with TC Energy/ANR Pipeline

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline.

**DETAILS IN ATTACHED STAFF REPORT**

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

---

**Pipeline Crossing Approval**

---

**DATE STAFF REPORT CREATED:** January 20, 2026

**CUSTOMER/PROJECT NAME:** Pipeline Crossing Approval

**ISSUE/DESCRIPTION OF PROJECT:** Approval of Non-Objection Agreement with TC Energy/ANR Pipeline

**REQUESTED ACTION:** Recommend to the Common Council the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline.

**FISCAL IMPACT:** None

**SOURCE OF FUNDS:** N/A

**RATIONALE:**  
The company has met our requirements for called out utility crossings. The remainder of the project area is not in conflict with New Berlin utility lines.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Non-Objection Agreement

**ANR Pipeline Company**  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002



January 19<sup>th</sup>, 2026

City of New Berlin  
Attn: Alex Parker  
3805 S. Casper Drive  
New Berlin, WI 53151

**RE: Letter Agreement of Non-Objection to ANR Pipeline Company, LLC's  
Heartland Project Crossing**

Dear Alex,

This letter confirms that The City of New Berlin ("**Company**") offers no objection to the installation of ANR Pipeline Company's ("**ANR**") natural gas transmission pipeline, its related appurtenances and/or access roads (if necessary) (collectively "**ANR's Pipeline**") to be installed across Company's existing utility lines ("**Company's Facilities**") on certain property described on Exhibit A, attached hereto and made a part hereof ("**Property**"), subject to the following conditions:

1. ANR will notify Company no less than forty-eight (48) hours prior to its commencement of construction on the Property.
2. The operations conducted by ANR will be performed at no direct cost or expense to Company and shall not unreasonably interfere with Company's current operations on the Property.
3. In the event changes are made to the route of ANR's Pipeline, ANR will provide Company with immediate notice of such changes. The notice provided to Company will include any and all necessary exhibits related to such route change.
4. Company's Facilities on the Property, if any, will not be removed from service nor will the placement of Company's Facilities be adjusted or moved because of ANR's Pipeline. ANR may place excavated material inside of Company's rights-of-way but may not place material directly over Company's Facilities, unless approved by a Company representative.
5. ANR will secure all necessary permits from all governmental agencies having jurisdiction over its operations and shall comply with all applicable laws, rules, and industry standards.
6. Company shall have the right, but not the obligation, to have a representative present and on the job site when construction is within twenty (25') feet of Company's Facilities on the Property.

7. Company's non-objection to ANR's crossing shall not constitute a waiver of Company's express rights under any existing and controlling easements or rights of way or any other express or implied rights in law or equity.
8. ANR hereby agrees to indemnify, protect, defend and hold harmless Company, from and against any and all claims, liabilities, losses, expenses, fines, penalties, demands, judgments and causes of action from personal injury, property damage or environmental matters resulting from or arising out of the actions or inactions of ANR, its employees, agents and subcontractors during the construction and installation of ANR's Facilities on the Property.
9. ANR agrees to carry comprehensive general liability insurance with limits of not less than one million dollars per occurrence and two million dollars in the aggregate together with liability umbrella coverage of not less than five million dollars. Said coverage shall identify the City of New Berlin as an additional insured on a primary and noncontributory basis. ANR further agrees to require any subcontractors to carry the same coverage limits and to verify that worker's compensation coverage is carried for all workers performing services on City property with Wisconsin statutory limits of coverage.
10. ANR shall ensure that it maintains a separation of not less than two (2) vertical feet and five (5) horizontal feet from any City of New Berlin water or sewer utility lines.
11. ANR shall provide the City of New Berlin with as-built drawings for any improvements which it constructs within the City right of way.

If you have any questions regarding this matter, please feel free to reach out to me via email at [damonwright@ohiovalleyacquisition.com](mailto:damonwright@ohiovalleyacquisition.com) or at my direct line at 216-337-2638.

Sincerely,



Damon Wright  
 Land Representative  
 ANR Pipeline Company

Agreed to and accepted by Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

MP	Utility Name	Jurisdiction/Owner	Crossing Method	Latitude	Longitude
0.9	Sewer Line	The City of New Berlin	HDD	43.009954°	-88.137304°
1.09	Sewer Line	The City of New Berlin	HDD	43.005833°	-88.137430°
1.09	Water Line	The City of New Berlin	HDD	43.005833°	-88.137430°
1.8	Sewer Line	The City of New Berlin	HDD	43.009955°	-88.137306°
1.8	Water Line	The City of New Berlin	HDD	43.009955°	-88.137306°

# Committee of the Whole MEETING MINUTES



January 27, 2026 - 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: 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 the open meetings law.

### 3. APPROVAL OF MINUTES

#### A. January 13, 2026 Committee of the Whole Meeting Minutes

**MOTION:** Motion to approve

**VOTE:** Motion by: Horbinski  
Second by: La Fever  
Motion Passed: 7-0

### 4. UTILITY & FINANCE

**A.** Discussion and possible recommendation to the Common Council to approve Utility and Finance claims for checks dated January 28, 2026, including Water Utility claims in the amount of \$4,873.42 for 2025 invoices and \$113,412.88 for 2026 invoices; Sewer Utility claims in the amount of \$32,204.71 for 2025 invoices and \$387.06 for 2026 invoices; and General City claims in the amount of \$1,099,862.97 for 2025 invoices and \$512,835.61 for 2026 invoices

**MOTION:** Motion to approve

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

**5. MISCELLANEOUS**

- A.** Discussion and possible recommendation to the Common Council regarding Ordinance No. 2717, amending Section 152-22 of the Municipal Code of the City of New Berlin relating to Secondhand Article Dealers

**MOTION:** Motion to approve

**VOTE:** Motion by: Harenda  
Second by: Horbinski  
Motion Passed: 7-0

- B.** Discussion and possible recommendation to the Common Council to approve a lease agreement with Stigler Farms, LLC to farm 14 acres of City-owned land for the 2026 and 2027 growing seasons for the property located approximately at 20425 W. Coffee Road (Tax Key #: 1219.088)

**MOTION:** Motion to approve

**VOTE:** Motion by: Maxey  
Second by: La Fever  
Motion Passed: 7-0

- C.** Discussion and possible recommendation to the Common Council to approve the Homeland Security Investigations (HSI) Task Force Officer memorandum of Understanding

Mayor Ament stated that the staff's request is to table this item for the next Committee of the Whole meeting.

**MOTION:** Motion to table the item for the next Committee of the Whole Meeting

**VOTE:** Motion by: Hopkins  
Second by: Horbinski  
Motion Passed: 7-0

- D.** Discussion and possible recommendation to the Common Council to approve the change from a Part-Time Parks Office Coordinator to a Full-Time Parks Office Coordinator

**MOTION:** Motion to approve

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

- E.** Discussion and possible recommendation to the Common Council to approve Resolution 2026-02 reallocating Library budget funds from the Maintenance Contract account to Library Materials in the amount of \$775

**MOTION:** Motion to approve

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

**6. ADJOURN**

**MOTION:** Motion to adjourn at 6:13 PM

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

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



## REQUESTED ACTION STATEMENT

**DATE:** January 16, 2026

**TO:** Mayor Ament  
Common Council

**FROM:** Jeff Hingiss - Chief of Police

**ISSUE:** Recommend to Council – Approval of HSI Task Force Officer Memorandum of Understanding

**REQUESTED:** Approval of HSI Task Force Officer Memorandum of Understanding

### FISCAL IMPACT:

The purpose of this memorandum of understanding is to assign one of our current detectives to a Homeland Security Investigations (HSI) task force comprised of representatives from numerous federal and local law enforcement agencies. It is crucial to note that officers assigned to this task force **will not** be utilized for investigations or operations involving matters of immigration.

The reason we are seeking council approval is due to the overtime our detective may accrue while working with the task force. HSI has secured “slot” funding, which is designated to reimburse task force agencies up to \$22,000, per year, per member.

### RATIONALE:

In recent years, the New Berlin Police Department Investigation Division has received assistance on numerous occasions from HSI Agents for fraud investigations involving cryptocurrency. The HSI agents have always proven to be very knowledgeable and helpful when we have worked together on these cases. The HSI task force is comprised of agents from HSI, FBI, ATF, IRS, as well as representatives from local law enforcement agencies. This task force represents a great opportunity for our detective to gain experience with large scale drug and financial crimes investigations, while making valuable connections with representatives from other agencies.

The HSI Task Force Memorandum of Understanding was reviewed by City Attorney Schmitzer and he had no concerns.

**MEMORANDUM OF UNDERSTANDING**

**between**

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
HOMELAND SECURITY INVESTIGATIONS**

**and**

**regarding**

**THE DESIGNATION OF**

**EMPLOYEES**

**AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and \_\_\_\_\_.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of \_\_\_\_\_.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of \_\_\_\_\_.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of \_\_\_\_\_ to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

**4. RESPONSIBILITIES.**

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of \_\_\_\_\_ as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

\_\_\_\_\_ agrees:

- a. That only sworn law enforcement officers of \_\_\_\_\_ who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

**5. REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and

\_\_\_\_\_  
If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

**6. POINTS OF CONTACT.**

HSI Office: \_\_\_\_\_ :

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**7. OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

**8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

**9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

**10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

**APPROVED BY:**

\_\_\_\_\_  
Name of HSI Official

\_\_\_\_\_  
Name of \_\_\_\_\_'s Official

\_\_\_\_\_  
Title of HSI Official  
Homeland Security Investigations  
U.S. Immigration and Customs Enforcement

\_\_\_\_\_  
Title of \_\_\_\_\_'s Official  
Name of \_\_\_\_\_'s Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>EXPIRATION DATE:</b>
Expires no later than 2 years from certification date (#10)

HSI Credential Number:
Badge Number: (if applicable)

DEPARTMENT OF HOMELAND SECURITY  
U.S. Immigration and Customs Enforcement  
**DESIGNATION, CUSTOMS OFFICER (EXCEPTED) – TITLE 19 TASK FORCE OFFICER**  
(Homeland Security Investigations Directive 14-02)

Pursuant to the provisions of 19 U.S.C. § 1401(i) and as delegated, and by agreement with your employing agency, **you are hereby designated a Customs Officer (Excepted) without additional compensation, hereinafter referred to as a Title 19 Task Force Officer (TFO)**. This designation, for the performance of such duties as outlined below, will be in effect while you remain in your present position and location until the expiration date, unless revoked at an earlier date. In performing the duties of a TFO, you will be subject to guidelines, directives, and instructions of the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI). Arrangements will be made for you to receive the training necessary to perform your duties as a TFO according to HSI Directive 14-02, "Law Enforcement Officers Designated to Act as Customs Officers (Excepted) for Investigative Purposes – Domestic", dated May 7, 2014, or as updated.

**Duration of Designation:** Designations under this Directive are valid for a period of 2 years from the date the TFO Course was completed. Title 19 TFOs may be redesignated for an additional 2 years, without additional training, upon the completion of a new Designation Form, ICE Form 73-001 (this form). Redesignation must be accomplished before the expiration of the original designation. Title 19 TFOs must attend the TFO Course no less than every 4 years to remain designated.

1. TFO's Full Legal Name:		2. Last 4 of Social Security Number:		3. Date of Birth:	
4. Parent Agency (Full Name – NO ACRONYMS):  Address _____ Street _____  City _____ State _____ Zip Code _____		4a. Phone Number:		4b. Parent Agency E-mail:	
		4c. ICE or DHS E-mail (Required for Full and Part-time TFOs):			
		5. Parent Agency Position/Rank:		6. Parent Agency Badge Number:	
7. Parent Agency Supervisor:		7a. Phone:		7b. E-mail:	
8. HSI Designated Supervisor:		8a. Phone:		8b. E-mail:	
9. HSI Office Assigned:		10. Certification/Recertification Date (Certification expires 2 years from): (Date of training completion or date recertified by the SAC for an additional 2 years prior to expiration of first 2 years.)			
11. Cancellation/Revoked Date:		Cancellation Authorizing Signature (HSI): (Expires 2 years from date above (#10), if no signature present)			

12. TFO Status:

**Full-Time:** A TFO who is co-located with HSI and is working directly for an HSI first- or second-line supervisor for a minimum of 30 hours per week and is significantly contributing to investigations. *(ICE or DHS e-mail required)*

**Part-Time:** A TFO who is co-located with HSI and is working directly for an HSI first- or second-line supervisor for a minimum of 8 hours per week and is significantly contributing to investigations. *(ICE or DHS e-mail required)*

**On-Call:** A TFO who does not meet the standards of either a Part-Time or Full-Time TFO, who is occasionally called upon to assist HSI, including officers working strictly in a uniformed capacity, who does not report directly to HSI. *(ICE or DHS e-mail recommended; required to fly armed.)*

13. Authorities Granted:  
Only the marked duties are authorized for the TFO.

Carry a firearm, in accordance with federal law, that he or she is authorized and qualified to carry by his or her parent agency while on duty.

Execute and serve orders, search warrants, arrest warrants, subpoenas, summonses, and other processes issued under the authority of the United States, in accordance with laws administered and/or enforced by HSI.

Make arrests without warrant for any offense against the United States committed in his or her presence or for a felony, cognizable under the laws of the United States, committed outside his or her presence for which sufficient probable cause exists.

Perform other law enforcement duties which may be authorized under 19 U.S.C. § 1589a.

Make seizures of property in compliance with the Constitution of the United States and the Customs laws.

Conduct customs border searches for merchandise being imported into or exported from the United States, and detain such persons or articles necessary to that end, or as otherwise may be subject to seizure under the laws of the United States.

Other authorities: \_\_\_\_\_

14. Endorsements and Restrictions:

The following marked endorsements and restrictions apply to the TFO:

- This designation form is INVALID without accompanying HSI identification and employing agency identification.**
- The TFO shall follow the Interim ICE Use of Force Policy, dated July 7, 2004, or as updated or superseded.
- The TFO is not granted the authority to enforce administrative violations of immigration law.
- The TFO will present for inventory his or her HSI-issued credentials (and badge, if applicable) every 6 months or upon request of the HSI supervisor.
- Prior to using the authorities granted by this designation, notification will be made to an HSI supervisor or designee. (This restriction is *mandatory for On-Call TFOs*, and is otherwise discretionary.)
- The TFO is authorized to fly armed while conducting official HSI business. (ICE or DHS e-mail required.)
- The TFO is authorized to operate a government owned vehicle (GOV) in accordance with HSI policy.
- Other Endorsements and Restrictions: \_\_\_\_\_

**\*Refer to HSI Directive 14-02, "Law Enforcement Officers Designated to Act as Customs Officers (Excepted) for Investigative Purposes - Domestic," dated May 7, 2014, or as updated, for a complete explanation of authorities, endorsements, and restrictions.**

15. TFO's Acknowledgement:

***I have read and understand the authorities granted to me and the endorsements and restrictions listed above and in the referenced Directive.***

\_\_\_\_\_  
Task Force Officer's Signature

\_\_\_\_\_  
Date

16. Authorizing Officer (HSI SAC):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Information about you, as a Task Force Officer (TFO) Customs Officer, is collected and maintained pursuant to the provisions of 19 U.S.C. § 1401(i), appropriate re-delegations, and by agreement with your employing agency. Through the Title 19 program, HSI enters into agreements with federal, state and local law enforcement agencies to delegate to the agencies' Law Enforcement Officers (LEOs) the authority to enforce certain federal laws. As a result, HSI is authorized to delegate the full range of law enforcement duties of a Customs Officer to LEOs in federal, state and local law enforcement agencies.

**PRINCIPAL PURPOSE(S):** Your information is collected on this form to acknowledge your selection and designation as a Customs Officer.

**ROUTINE USE(S):** Pursuant to the routine uses published in DHS/ALL-023 Department of Homeland Security Personnel Security Management System of Records (February 23, 2010 75 FR 8088), HSI may share your information with federal, state, local, tribal, foreign, or international agencies if the information is relevant and necessary to HSI's decision to delegate authority or issue a security clearance to you.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested will disqualify you from further participation in the Title 19 Program.

## LEASE AGREEMENT

This Lease Agreement is made and entered into this \_\_\_\_ day of February 2026 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Thomas Stigler dba Stigler Farms, LLC hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 17 acres of vacant land located at approximately Tax Key #: 1180.999.004 (known as Milham Park), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2026 and 2027 growing seasons. In no event shall the lease extend for longer than December 31, 2027 without the written consent of both parties.
2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$125.00 per acre for a total seasonal rental of \$2,125.00 for each growing season. Said sum shall be due by December 31<sup>st</sup> following each growing season.
3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.
4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.
5. Right of Entry. Lessor or Lessor's agent(s) shall have the right to enter the premises at any time.
6. Assignment and sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.
7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and

\$1,000,000 with respect to damage to property. Lessee agrees to name Lessor as an Additional Insured under Lessee's liability insurance policy and to provide evidence of such coverage to Lessor. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or material amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Termination. In the event that the Lessee fails to make the payments as required hereunder or if Lessee fails to abide by any of the terms of this agreement the Lessor may terminate this agreement upon 30 days written notice to the Lessee.
9. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

Lessee:

\_\_\_\_\_  
Thomas Stigler dba Stigler Farms, LLC

Lessor:

City of New Berlin

By:

\_\_\_\_\_  
David A. Ament, Mayor

## LEASE AGREEMENT

This lease agreement is made and entered into this 24<sup>th</sup> day of January 2017 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Bob Stigler, hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 17 acres of vacant land located at 20900 West Cleveland Avenue, New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue through the end of the 2021 growing season. In no event shall the lease extend for longer than this period without the written consent of both parties.

2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$125.00 per acre for a total seasonal rental of \$2,125.00. Said sum shall be due by the close of City Hall on the last business day of December.

3. Use. Lessee represents that it will use the vacant land solely for Agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.

4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.

5. Right of Entry. Lessor or Lessor's agent shall have the right to enter the premises at any time.

6. Assignment and Sublease. Lessee shall not alter or improve the premises

without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition the same as existed at the onset of this lease, ordinary wear and tear expected. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.


7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and \$1,000,000 with respect to damage to property. The lessee agrees to name Lessor as an additional insured under Lessee's liability insurance policy and to provide evidence of such coverage to the Lessor. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time of this lease is executed that such coverage is in full force and effect.

8. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

9. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

  
\_\_\_\_\_  
Bob Stigler

CITY OF NEW BERLIN

By:   
\_\_\_\_\_  
Dave Ament, Mayor



**REQUESTED ACTION STATEMENT**

**TO:** Common Council  
Mayor Dave Ament

**FROM:** Gregory Kessler, AICP – Director of Community Development

**RE:** Requested Action Statement for the approval of lease agreement with Stilger Farms, LLC to farm lands owned by the City located at approximately Tax Key #: 1180.999.004 (known as Milham Park).

**DATE:** January 26, 2026

**REQUESTED ACTION:** Requested Action Statement for the approval of a lease agreement with Stigler Farms, LLC to farm 17 acres of City owned land for the 2026 and 2027 growing seasons for the property located approximately at approximately Tax Key #: 1180.999.004 (known as Milham Park).

**FISCAL IMPACT:** The price per acre lease rate is \$125. Therefore, the total annual seasonal rental from this agreement is \$2,125 for the 17 acres.

**SOURCE OF FUNDS:** Not applicable

**RATIONALE / BACKGROUND:**

The City was approached by Mr. Thomas Stilger of Stigler Farms, LLC with a request to lease and farm the 17 acres of land that he has farmed for many years. This lease is essentially a renewal of a prior lease.



### REQUESTED ACTION STATEMENT

**TO:** Common Council  
Mayor Dave Ament

**FROM:** Gregory Kessler, AICP – Director of Community Development

**RE:** Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm city-owned land located at approximately 5851 S. Sunnyslope Road.

**DATE:** January 27, 2026

**REQUESTED ACTION:** Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2026 and 2027 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997001).

**FISCAL IMPACT:** The price per acre lease rate is \$125. Therefore, the total annual seasonal rental from this agreement is \$2,500 for the 20 acres.

**SOURCE OF FUNDS:** Not applicable

#### **RATIONALE / BACKGROUND:**

Back in 2020, the City was approached by Mr. Glenn Brueggemann of Brueggemann Farms with a request to lease and farm the 20 acres of land owned by the City of New Berlin in Section 35 that had been acquired from the Loomis Family Farm Trust for the City’s future park complex. These 20 acres purchased by the city were then combined into a parcel the city had already purchased and then created a 39.14 acre parcel (Lot # 1) with an address of 5851 S. Sunny Slope (Tax Key #: 1289.997.001).

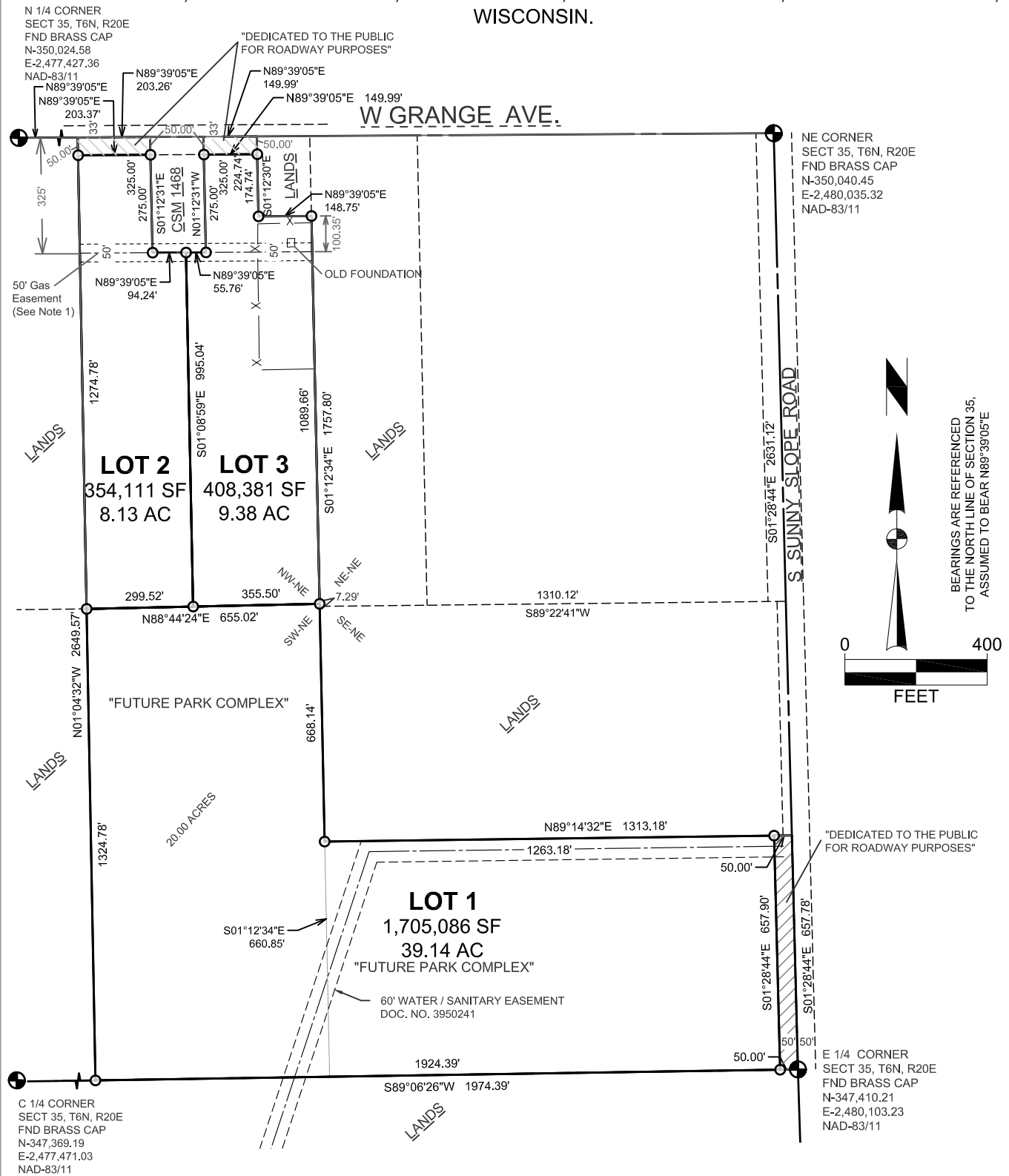
Mr. Brueggemann did farm these 20 acres in 2020, 2021, 2022, 2023, 2024 & 2025 under previously approved lease agreements. The approval before you is for the renewal of this lease agreement with the same terms and conditions as before. This agreement has been reviewed by the City Attorney. The farming activity would continue to only take place on the western-

most, 20 acre portion of these lands. The CSM is attached and the area to be farmed is labeled “Future Park Complex” and is oriented north-south on Lot # 1.

Ultimately, these lands are planned to be part of a sports complex / park but overall construction is not anticipated to start for a few years yet. The Common Council did take action to approve the construction of a new driveway, parking lot and soccer fields in 2021 on the eastern portion of Lot # 1 in 2021 and this should not impact the farming activities identified in this RAS. If plans do materialize for the development of the balance of the sports complex staff will bring this back for the Mayor’s and Common Council’s consideration and possible termination of this lease depending upon construction timelines.

# CERTIFIED SURVEY MAP No.

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



**NOTE:**

- 50' Gas Easement as shown on Walter J. Connell Plat of Survey dated May 4, 1957. Surveyed for Michigan Wisconsin Pipe Line Company. No recorded document found.
- Lot 1 to be a future park complex, and that the Utility Easement shall transition to a public trail for the properties located at 14555 W. Grange Avenue (Tax #: 1289.997) and 5851 S. Sunny Slope Road (Tax Key #: 1289.993).

TOTAL PLATTED AREA = 2,518,138 SQ. FT.  
(57.81 ACRES)

**LEGEND**

- 3/4" X 18" REBAR SET, WT 1.50 LBS / FT
- ( ) INDICATES RECORDED AS
- x - x - CHAINLINK FENCE
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

<b>SNYDER &amp; ASSOCIATES</b>	SURVEYED FOR: Loomis Family Farm Trust 9501 Blackhawk Rd. Middleton, WI 53562	SURVEYED BY: Snyder & Associates, Inc. 5010 Voges Road Madison, WI 53718 (608) 838-0444 www.snyder-associates.com	FN: 119.0773.30 DATE: 09-06-19 REVISIONS: 10-16-19 11-14-19
			SHEET 1 of 3

# **CERTIFIED SURVEY MAP No.**

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

## SURVEYOR'S CERTIFICATE

I, Eric E. Lindaas, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and under the direction of Loomis Family Farm Trust and the City of New Berlin, owners of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

Being Part of the NW 1/4 of the NE 1/4, SW 1/4 of the NE 1/4, and part of the SE 1/4 of the NE 1/4, Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the East Quarter Corner of Section 35, Town 6 North, Range 20 East;  
Thence S89°06'26"W, 1974.39 feet along the East- West quarter line of said Section 35;  
Thence N01°04'32"W, 2649.57 feet to the North line of the Northeast quarter of said Section 35 being the centerline of West Grange Avenue;  
Thence N89°39'05"E, 203.26 feet along said North line to the Northwest corner of C.S.M. 1468;  
Thence S01°12'31"E, 325.00 feet to the Southwest corner of said C.S.M.;  
Thence N89°39'05"E, 150.00 feet to the Southeast corner of said C.S.M.;  
Thence N01°12'31"W, 325.00 feet to the said North line of the Northeast quarter;  
Thence N89°39'05"E, 149.99 feet;  
Thence S01°12'30"E, 224.74 feet;  
Thence N89°39'05"E, 148.75 feet to the East line of the Northwest quarter of the Northeast quarter;  
Thence S01°12'34"E, 1757.80 feet along said East line;  
Thence N89°14'32"E, 1313.18 feet to the East line on the Northeast quarter;  
Thence S01°28'44"E, 657.78 feet to the Point of Beginning.

This description contains 2,518,138 square feet or 57.81 acres more or less.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed:

Eric E. Lindaas, P.L.S. No. 2919  
Snyder & Associates, Inc.  
5010 Voges Road  
Madison, WI 53718  
608-838-0444  
elindaas@snyder-associates.com

## OWNERS CERTIFICATE

Loomis Family Farm Trust, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval.

Witness the hand and seal of said owner this \_\_\_\_ day of \_\_\_\_\_, 2019.

Loomis Family Farm Trust:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

State of Wisconsin )  
  )ss  
County of Waukesha )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above  
named \_\_\_\_\_, to me known to be the persons who executed the foregoing  
instrument and acknowledged the same.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin

C.S.M. NO. \_\_\_\_\_

DOC. NO. \_\_\_\_\_

VOL. \_\_\_\_ PAGE \_\_\_\_\_



SURVEYED FOR:  
Loomis Family Farm Trust  
9501 Blackhawk Rd.  
Middleton, WI 53562

SURVEYED BY:  
Snyder & Associates, Inc.  
5010 Voges Road  
Madison, WI 53718  
(608) 838-0444  
www.snyder-associates.com

FN: 119.0773.30  
DATE: 09-06-19  
REVISIONS:  
10-16-19  
11-14-19

SHEET 2 OF 3



# City of New Berlin Contract Routing Form

Name of Contractor: Glenn Brueggeman

Contract Date: 6/24/20

Expiration Date: 12/31/21

Contract Amount: \$2,000/growing season

Other Dates of Significance: \_\_\_\_\_

Contract Initiator/Dept: \_\_\_\_\_

Public Construction Contract?  Yes  No

City Attorney has reviewed & approved this contract with the following comments if any:

*← Nikki/Greg  
Pls complete  
Melody*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Attorney

Date

Date Contract was approved by Council: 6/23/20

Routing for contract signatures:

City Attorney

Finance Director

City Clerk

Mayor

Other

Contract Information entered into database by Clerk's Office:

**Completed copy of this form should be returned to contract initiator  
This Contract Routing Form will be retained by the City Clerk along with the  
original executed contract.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Justin Dillow - State Farm S75W17475 Janesville Rd #2 Muskego, WI 53150 #262-710-4533	<b>CONTACT NAME:</b> Justin Dillow - State Farm <b>PHONE (A/C, No, Ext):</b> 262-710-4533 <b>E-MAIL ADDRESS:</b> Justin@muskeoagent.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 25143
<b>INSURED</b> Brueggemann Farms, LLC (Multiple Locations) 17380 W College Ave Muskego, WI 53150 #414-418-4536			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>FARM/RACH</b>	X	99-E7-7929-7F	03/31/2020	03/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 409,485 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Glenn & Ryan Brueggemann Muskego, WI 53150	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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## LEASE AGREEMENT

This Lease Agreement is made and entered into this 24 day of June 2020 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Glenn Brueggemann dba Brueggemann Farms hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 20 acres of vacant land located at 5851 S. Sunnyslope Road (Tax Key #: 1289997001), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2020 and 2021 growing seasons. In no event shall the lease extend for longer than December 31, 2021 without the written consent of both parties.
2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$100.00 per acre for a total seasonal rental of \$2,000 for each growing season. Said sum shall be due by December 31<sup>st</sup> following each growing season.
3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.
4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.
5. Right of Entry. Lessor or Lessor's agent(s) shall have the right to enter the premises at any time.
6. Assignment and sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.
7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and

\$1,000,000 with respect to damage to property. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or material amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Termination. In the event that the Lessee fails to make the payments as required hereunder or if Lessee fails to abide by any of the terms of this agreement the Lessor may terminate this agreement upon 30 days written notice to the Lessee.
9. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

Lessee:

  
\_\_\_\_\_  
Glenn Brueggemann dba Brueggemann Farms

Lessor:

City of New Berlin

By:   
\_\_\_\_\_  
David A. Ament, Mayor