Common Council Meeting Agenda

July 28, 2026 - 6:15 PM
(Following the Committee of the Whole Meeting)
New Berlin City Hall Council Chambers
3805 S. Casper Drive

Amended & Published: 7/27/2026 @ 2:50 PM
Published: 7/27/2026

AGENDA

1. PRIVILEGE OF THE FLOOR

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

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. June 23, 2026, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

A. Discussion and possible action to approve CP-2600596 Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. -14811 W. Grange Avenue (Tax Key #: 1290.999), 14655 W. Grange Avenue (Tax Key #: 1289.995) - Amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 17 - Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, Chapter 18 – Neighborhood "H" Westridge & Moorland Road, and Chapter 10 - Land Use) from Business Park/Industrial & Urban Residential to Business Park/Industrial, 2030 Comprehensive Plan Updates (PUBLIC HEARING HELD 6/1/2026)

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Plan Commission on July 15, 2026.*

B. Discussion and possible action to approve adoption of a Planned Unit Development Oridance # 2720 (Rockwell PUD) that approve RZ-2600597 Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. - 15393 W. Grange Avenue (Tax Key #: 1290.998), Tax Key #: 1290.998.002, Tax Key #: 1290.998.003, 15301 W. Grange Avenue (Tax Key #: 1290.998.001), 14811 W. Grange Avenue (Tax Key #: 1290.999), 14655 W. Grange Avenue (Tax Key #: 1289.995), Tax Key #: 1291.997, Tax Key #: 1291.986.001, Tax Key #: 1291.994, 15920 W College Avenue (Tax Key #: 1288.997), 5900 S Moorland Road (Tax Key #: 1288.999) - Rezone from

A-1, A-2, R-4, M-1, P-1, C-1 & C-2 to A-1, M-3/PUD, P-1, C-1, & C-2 (PUBLIC HEARING HELD 6/1/2026)

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Plan Commission on July 15, 2026."*

C. Discussion and possible action to approve LD-2600598 Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. - 15393 W. Grange Avenue (Tax Key #: 1290.998), Tax Key #: 1290.998.002, Tax Key #: 1290.998.003, 15301 W. Grange Avenue (Tax Key #: 1290.998.001), 14811 W. Grange Avenue (Tax Key #: 1290.999), 14655 W. Grange Avenue (Tax Key #: 1289.995) - 1-Lot Certified Survey Map.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Plan Commission on July 15, 2026.*

D. Discussion and possible action to approve LD-2601026 Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. - Tax Key #: 1291.997 & Tax Key #: 1291.986.001 (Bass Farm) - 3-Lot Certified Survey Map.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Plan Commission on July 15, 2026.*

E. Discussion and possible action to approve LD-2601027 Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. - Tax Key #: 1291.994 - 2-Lot Certified Survey Map.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Plan Commission on July 15, 2026.*

F. Discussion and possible action to approve LD-2601028 Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. - Tax Key #'s: 1288.999 & 1288.997 - 3-Lot Certified Survey Map.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Plan Commission on July 15, 2026.*

8. UTILITY COMMITTEE

A. Discussion and possible action to reject the bid of the presumptive low bidder for the construction of Jacob's Ridge Lift Station project.

Suggested Motion: *"I move to approve the rejection of the bid submitted by the presumptive low bidder, Western Contractors, Inc., as recommended by the Utility Committee on June 23, 2026."*

B. Discussion and possible action to award the contract for the Jacob's Ridge Lift Station Project to August Winter & Sons, Inc. in the amount of $1,297,000.00.

Suggested Motion: *"I move to approve awarding the contract for the Jacob's Ridge Lift Station Project to August Winter & Sons, Inc. in the amount of $1,297,000.00 as recommended by the Utility Committee on June 23, 2026."*

9. RECREATION COMMISSION

A. Requested Action Statement for the recommendation of approval to the Common Council of the Room Rental Rates, Policies, and Procedures for the New Berlin Activity & Recreation Center (ARC) and Community Center at Hickory Grove.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Recreation Commission on July 20, 2026."*

B. Requested Action Statement for the recommendation of approval to the Common Council of the Court Rental Rates, Policies, and Procedures for the New Berlin Activity & Recreation Center (ARC).

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Recreation Commission on July 20, 2026."*

C. Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Hooper Hands to provide Instructional basketball programs.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Recreation Commission on July 20, 2026."*

D. Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Amanda Doerr Dance to provide Ballroom Dance.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Recreation Commission on July 20, 2026.*

E. Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreement with Robert W. Baird & Co. to provide adult education and enrichment programs.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Recreation Commission on July 20, 2026.*

10. PARKS, BUILDINGS & GROUNDS COMMISSION

A. Discussion and possible recommendation to the Common Council to transfer $15,000 to account 15140000-56080 from Contingency for the purchase of a replacement OmniSpin Merry-go-round and Poured in Place surface at Biwer Park.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Parks, Building & Grounds Commission on July 13, 2026.*

B. Discussion and possible recommendation to the Common Council for approval to transfer $115,000 in residual funds from the former Community Center demolition project to the New Berlin Ball Field Rehabilitation capital account.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Parks, Building & Grounds Commission on July 13, 2026.*

C. Discussion and possible recommendation to the Common Council for approval to amend and increase the 2026 CIP budget in the amount of $160,000 for the rehabilitation of Pro Health Care Park Diamond #1.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Parks, Building & Grounds Commission on July 13, 2026.*

D. Discussion and possible recommendation to the Common Council to approve an agreement with Kujawa Enterprises, Inc. for the 2026 Athletic Field Renovation Project.

Suggested Motion: *"I move to approve the agreement with Kujawa Enterprises, Inc. for the 2026 Athletic Field Renovation Project for the base bid amount of $450,000, reject Alternates A and B, and approve a total project budget not to exceed $690,000, as approved by the Parks, Building & Grounds Commission on July 13, 2026.*

E. Discussion and possible recommendation to the Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for

an Eagle Scout Project by Noah R Seifert to build and provide two little free libraries with one bench and a concrete pad at the location specified in the project document.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved by the Parks, Building & Grounds Commission on July 13, 2026.*

11. MAYORAL APPOINTMENTS

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

12. DEFERRED, REFERRED & TABLED ITEMS

13. ITEMS REMOVED FROM CONSENT AGENDA, if any

14. CONSENT AGENDA----------

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

15. MINUTES

A. June 23, 2026, Commitee of the Whole Meeting Minutes

16. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the July 15, 2026, Water Utility claims in the amount of $287,513.85, Sewer Utility claims in the amount of $797,810.05, and General City claims in the amount of $1,140,826.43, including a We Energies EFT payment of $71,001.85, a US Bank VISA EFT payment of $27,100.63, and a General City check dated June 26, 2026, in the amount of $4,250.00.

17. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve a Change of Agent for Kwik Trip #977, located at 15075 W. National Ave, from Mario F. Baregi to Justin R. Perez for the licensing period ending June 30, 2027, per the application on file.

B. Discussion and possible action to recommend to the Common Council approval of Kowalske Brewing, doing business as Component Brewing, to sell beer at the New Berlin Historical Society on September 13, 2026, from 1:00 p.m. to 5:00 p.m., at the New Berlin Public Library on September 18, 2026, from 4:00 p.m. to 8:00 p.m., and at the New Berlin Historical Society on October 11, 2026, from 1:00 p.m. to 5:00 p.m., as outlined in Form AB-105. The applications, along with the Council's recommendation, will be forwarded to the Wisconsin Department of Revenue, Division of Alcohol Beverages, for final approval and issuance.

18. MISCELLANEOUS

A. Discussion and possible recommendation to the Common Council to formally approve the appointment of Matthew Uselding as Finance Director for the City of New Berlin.

B. Human Resources Department Update

C. Finance Department Update

D. Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-13, a Resolution Providing for the Sale of Approximately $10,130,000 General Obligation Promissory Notes, Series 2026A

E. Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-12, a Resolution Amending the 2026 Capital Projects Budget, to transfer $48,491 from the Lions Park Pickleball Court Design project to the Gatewood Park Master Plan project.

F.

Discussion and possible recommendation to the Common Council to approve a part-time Recreation Event Support staff position to fulfill the contractual obligations of events scheduled at Hickory Grove and the ARC as outlined in the New Berlin Recreation Court Rental Rates, Policies and Procedures.

19. END CONSENT AGENDA----------

20. CLOSED SESSION

A. *The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, specifically regarding:*

B. Discussion regarding Tax Incremental District No. 6 development negotiations

C. Discussion regarding the Badura Land Donation

21. RECONVENE TO OPEN SESSION

A. Discussion and possible action regarding Tax Incremental District No. 6 development negotiations

B. Discussion and possible action regarding the Badura Land Donation

22. ADJOURN

Additional Information

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

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 6:42 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa, Commissioner Gardner
Excused: Alderperson Joseph Stribl

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

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

4. APPROVAL OF MINUTES

A. June 9, 2026, Common Council Meeting Minutes

MOTION: Motion to Approve

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

5. REPORTS

A. City Clerk

The City Clerk reminded everyone that the next Common Council meeting will be held on July 28 and, contrary to the original plan, will be conducted in person rather than via Zoom. She also reminded everyone that the Partisan Primary Election will be held on August 11.

Voters wishing to receive an absentee ballot by mail may submit a request through MyVote Wisconsin at www.myvote.wi.gov

B. Council President

No Report.

C. Mayor

No Report.

6. COMMUNICATIONS

7. BOARD OF PUBLIC WORKS

A. ITEM 04-26 Discussion and possible recommendation to the Common Council to approve a Construction Contract for the 2026 Parking Lot Seal Coat Project.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved unanimously by the Board of Public Works on June 15, 2026."*

MOTION: Motion to Approve

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

B. ITEM 07-26 Discussion and possible recommendation to the Common Council to approve a Professional Services Agreement for the Real Estate Acquisition for the STH 59/Greenfield Avenue Rehabilitation Project.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved unanimously by the Board of Public Works on June 15, 2026."*

MOTION: Motion to Approve

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

8. PARKS, BUILDING & GROUNDS COMMISSION

A. Recommend to Common Council to approve an extension of a debris removal contract with DRC Emergency Services.

Suggested Motion: *"I move to approve this item, as outlined in the agenda packet and approved unanimously by the Parks, Building & Grounds Commission on June 8, 2026."*

MOTION: Motion to Approve

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

9. MAYORAL APPOINTMENTS

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

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Maxey
Motion Passed 6-0

10. DEFERRED, REFERRED & TABLED ITEMS

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

12. CONSENT AGENDA----------

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

MOTION: Motion to Approve

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

13. MINUTES

A. June 9, 2026, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the June 24, 2026, Water Utility claims in the amount of $13,075.07, Sewer Utility claims in the amount of $21,044.62, and General City claims in the amount of $905,352.01, including a General City Claims prepay batch of $80,632.12 dated for June 11, 2026.

15. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve the renewal alcohol licenses, designated agents, and premise descriptions as outlined in the list as presented, for the license year expiring June 30, 2027, contingent upon the satisfaction of all City requirements

16. MISCELLANEOUS

A. Introduction of Steven Linn, City of New Berlin Communications Manager

B. New Berlin Public Library Update

C. Stormwater Management Presentation

D. Discussion and possible recommendation to the Common Council to approve a contract with Fearing's Audio and Security in the amount of $46,550.92 for the Malone Park audio project, subject to review and approval by the Mayor and City Attorney.

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

18. 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:*

MOTION: Motion to Approve entering into closed session at 6:48 PM

ROLL CALL VOTE: Motion by: Alderperson Maxey
Second by: Alderperson Horbinski
Motion Passed 6-0

B. Discussion regarding the initiation of legal action in Waukesha County Circuit Court to abate a public nuisance involving a dilapidated and stagnant swimming pool located at 12505 W. Ohio Drive, pursuant to Section 175-8 of the Municipal Code.

19. RECONVENE TO OPEN SESSION

MOTION: Motion to Approve reconvene to open session at 7:13 PM.

ROLL CALL VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 6-0

A. Discussion and possible action to direct the City Attorney to initiate an action in Waukesha County Circuit Court to abate a public nuisance involving a dilapidated and stagnant swimming pool located at 12505 W. Ohio Drive, pursuant to Section 175-8 of the Municipal Code.

MOTION: Motion to Approve the City Attorney to initiate an action in Waukesha County Circuit Court to abate a public nuisance involving a dilapidated and stagnant swimming pool located at 12505 W. Ohio Drive, pursuant to Section 175-8 of the Municipal Code.

VOTE: Motion by: Alderperson Horbinski
Second by: None
Motion Passed 6-0

20. ADJOURN

MOTION: Motion to Adjourn at 7:15 PM

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

Respectfully Submitted,
Rubina R. Medina, City Clerk

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. / 2030 Comprehensive Plan Amendments**
LOCATION:	**14811 W. Grange Avenue (Tax Key #: 1290.999)** **14655 W. Grange Avenue (Tax Key #: 1289.995)**
CURRENT FUTURE LAND USE:	**Business Park/Industrial & Urban Residential**
PROPOSED FUTURE LAND USE:	**Business Park/Industrial**
CURRENT ZONING:	**A-1 (Agricultural District), A-2 (Agricultural and Rural Holding District) & C-1 (Upland Resource Conservancy District)**
REQUEST:	**Amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 - Land Use, Chapter 17 - Neighborhood "G" Sections 26 and 35 - South Moorland Road Corridor, and Chapter 18 - Neighborhood "H" Westridge & Moorland Road) from Business Park/Industrial & Urban Residential to Business Park/Industrial for the properties located at 14811 W. Grange Avenue (Tax Key #: 1290.999) & 14655 W. Grange Avenue (Tax Key #: 1289.995). In addition, Plan Commission discussion of a general update to Chapters 10, 17 & 18 of the 2030 Comprehensive Plan.**
D.R.C. RECOMMENDATION:	**Recommend to Plan Commission adoption of Resolution #2026-06 that approves the amendments to Chapters 10, 17 & 18 of the 2030 Comprehensive Plan for the properties located at 14811 W. Grange Avenue (Tax Key #: 1290.999) & 14655 W. Grange Avenue (Tax Key #: 1289.995) from Business Park/Industrial & Urban Residential to Business Park/Industrial and forward to the Common Council for their review and approval by Ordinance.**

Background:

1. **The applicant has simultaneously applied for a Rezoning / PUD (see file #: RZ-2600597) and a series of Certified Survey Map's: a 1-Lot CSM (see file #: LD-2600598), a 3-Lot CSM (see file #: LD-2601026), a 2-Lot CSM (see file #: LD-2601027), and a 3-Lot CSM (see file #: LD-2601028). Action for these applications is anticipated for the July 15, 2026 Plan Commission meeting.**
    a. **Amending the Future Land Use Map within the City's Comprehensive Plan for these two parcels will allow for a more flexible campus design, a unified development that protects the environmental resources in the area that is less intrusive to the surrounding neighborhoods and promote economic development in the area.**
    b. **Based on their summary, a Planned Unit Development (PUD) Ordinance to allow for flexibility from certain Zoning Code requirements would be needed. This request is consistent with the proposed rezoning / PUD request of the property to M-3 PUD (Rockwell Planned Unit Development).**

2. **The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay has been prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative and operational support uses.**

   a. **Phase I (South Building): 830,055 sq. ft. (including 787,320 sq. ft of manufacturing and 42,735 sq. ft. of office).**

   b. **A possible future expansion of Phase I may include an additional ~200,000 sq. ft.**

   c. **Phase II (North Building, along Grange Avenue) may be developed as light industrial at a future date. Traffic Study estimated a possible 425,000 sq. ft. building.**

3. **Mary Claire Lanser with Lanser Public Affairs LLC provided door-to-door community outreach for this development. See attached report in the staff report for file #: RZ-2600597.**

4. **The applicant held a neighborhood meeting on Wednesday, May 13, 2026. Approximately 882 notices were mailed out and about 77 people attended. See attached handout in the staff report for file #: RZ-2600597.**

5. **General Comments:**

   a. **Waukesha County will be the approving authority on the roadway improvements and access permitting along CTH O (Moorland Road).**

   b. **A TIA dated January 28, 2026 has been submitted. Locations of recommended improvements for the initial build-out include:**

      (1) **Intersection of Moorland Road and Woods Edge Road**

      (2) **Intersection of Grange Avenue and proposed driveway to the development site**

      (3) **Intersection of Moorland Road and College Avenue**

      (4) **Intersection of Moorland Road and Grange Avenue**

   c. **A Development Agreement will be required for the proposed improvements. See the Development Handbook for public infrastructure requirements.**

      (1) **A public road is being proposed from Moorland Road, aligning with Woods Edge Road to the west.**

      (2) **On-road and off-road facilities for bicycles and pedestrians are required, which includes a sidepath within the proposed right-of-way off Moorland Road.**

6. **The impetus for the 2030 Comprehensive Plan update (Chapter 10 - Land Use, Chapter 17 - Neighborhood "G" & Chapter 18 - Neighborhood "H"). Minor editing and overall format update for the 2030 Comprehensive Plan layout.**

7. **A petition in opposition has been received and it is included in the public hearing Plan Commission packet dated June 1, 2026 on the website. Other communications regarding the project received since the public hearing are included in the packet for this meeting.**

Rationale:

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, this submittal meets the intent of this Chapter. The Future Land Use Map amendment from "Urban Residential" to "Business Park / Industrial" for the norther portion of this development is consistent with the City's desire for a unified campus development. This will allow the developer to preserve large areas of environmental corridor and trees, which will provide natural buffers to the residential areas and promote a unified master planned development pattern. This is consistent with the City's investments and planning initiatives (policy, regulatory and financial). This area is contiguous to Rockwell's campus and will provide for high-quality economic development not only for the City, but the region.

History

Under direction from the Common Council and Alderman Harenda in 2012, the Department of Community Development undertook the task of preparing a Comprehensive Plan Amendment for the Section 34/35 area. This amendment included the expansion of the Business Park/Industrial area. The City installed the sewer and water interceptor through Section 34/35 with the intent of servicing future business park/industrial type uses.

As part of that process a series of focus group meetings were held to gather input from residents within the neighboring areas. The City and residents set up the land uses, development policies and zoning code regulations for the area prior to development occurring. Revisions to Chapter 17: Neighborhood G and Chapter 18: Neighborhood H were approved by the Common Council on 10/13/2015 via Ordinance # 2553 and on 11/15/2016 via Ordinance # 2579. Copies of these ordinances are attached for reference. With Rockwell's proposed amendments, the development plan will remain the same, encouraging:

- A high-quality business community focusing on sustainable, low impact design.
- Preservation of environmental features, such as existing vegetative buffers/tree lines, environmental corridors, wetlands, and floodplains.
- Development of meaningful pedestrian connections to create a walkable and connected community.
- Spatial separation of contrasting land uses by the requirement of significant buffer yards, in addition to the strategically placed Community Park (New Berlin Athletic Complex).
- Visual separation of contrasting land uses by the requirement of significant landscape requirements within said buffer yards.
- All vehicular access for the business park/industrial area comes from Moorland Road and Grange Avenue.

1. Chapter 10: Land Use:

Future Land Use Category: Business Park/Industrial

- *Business Park / Industrial encompass a mixture of office, industrial, retail, commercial and service uses in a development with substantial landscaping and open space to create an attractive image. New industrial and office growth is encouraged to occur in these large developments so traffic impacts on surrounding uses can be minimized & managed and infrastructure can be provided.*
- *The Business Park / Industrial land use is placed in areas where there will be a minimal impact on residential uses and the natural environment. In addition, Business Parks parcels are generally located near major transportation corridors that can accommodate the truck and automobile traffic generated by such developments.*

  The corresponding zoning districts are M-3/PUD (Section 34-35 Business Park Development District PUD) and C-1 (Upland Resource Conservancy District), see file #: RZ-2600597. The map will be updated with this request.

2. <u>Chapter 17: Neighborhood G: Sections 26 & 35 South Moorland Road Corridor (Note: there is crossover to Chapter 18: Neighborhood H: Westridge & Moorland Road)</u>:

Planning Context / Vision / Development Policies:

Vision:

- *Neighborhood "G" is considered to be a sizeable land area in New Berlin that can accommodate the amount of development desired to offset the City's tax base and accommodate new businesses and residents. Planning for a specific scale of development in Neighborhood "G" may relieve development pressure City-wide, as the western half of New Berlin remains the area in which residents and businesses wish to maintain higher open space percentages.*
- *In order to guide the City on policy decisions and better understand the impact on the School District, traffic patterns, storm water and environmental features conceptual plans were prepared for Section 35.*

  <u>The Rockwell submittal reflects the concept plans prepared for this area and incorporates a request to amend the Future Land Use Map from Urban Residential to Business Park/Industrial located at 14811 & 14655 W. Grange Avenue.</u>
- *Even though Neighborhood G is unique, it cannot be independently planned separately from Neighborhood H. The two neighborhoods are integrated and will share land uses, new roadway and trail connections and should be considered as one cohesive area.*
- *The vision for the Section 35 includes the following elements that have been incorporated into the development of the plan:*
  - *A business community that focuses on sustainable site and building design.*
  - *Emphasis on preservation of significant environmental features such as: wetlands, woodlands, tree rows, floodplain and environmental corridors.*
  - *Focus on green infrastructure and creative storm water management elements.*

    <u>As part of the Use, Site and Architecture application, the applicant has submitted a storm water management plan.</u>
  - *A system of meaningful pedestrian connections to create a walkable and connected community.*

    <u>The City will work with the applicant as to the placement of these on-road and off-road facilities for bicycles and pedestrians, which includes a sidepath within the proposed right-of-way off Moorland Road.</u>
  - *Focus on sound planning and architecture practices.*

    <u>Figure VIII – 10 in Section 275-59C(1)(d)[6] of the Zoning Code states the following are permitted materials for building walls in the M-3 District:</u>

    - <u>*Brick, exposed (no brick painting or CMU allowed).*</u>
    - <u>*Native stone, natural stone, thin stone veneer and cast stone.*</u>
    - <u>*Glass storefront or curtainwall systems.*</u>
    - <u>*Precast masonry, rough faced.*</u>
    - <u>*Manufactured cementitious siding, fiber cement board.*</u>
    - <u>*Architectural metal, as recommended by the Architecture Review Committee (ARC).*</u>
  - *Layout that includes a mix of retail, commercial, office and light manufacturing within the Business Park/Industrial area.*

- *Allow for flexible site design for both residential and non-residential development by creating Zoning Code standards that promote creativity and sustainability.*

  Zoning Code Section 275-33B(7) states, "*the M-3 Section 34-35 Business Park Development District is intended for light manufacturing, office and business uses of a moderate scale and intensity. The M-3 Section 34-35 Business Park Development District is also intended to provide a broader mix of allowable uses including retail establishments within Sections 34 and 35 of the City to support both the business and residential development. The district is further intended to promote open space, intense vertical landscape, planting screens, buffer yards and preservation of existing environmental features (trees, wetlands, floodplain, rock outcroppings, steep slopes and viewsheds). Areas identified in § 275-13.1H (4) are the areas intended to be rezoned M-3.*"

  Zoning Code Section 275-35D(8) states that, "*Under the M -3 District, there are no required setbacks, but all applicable building and fire codes, landscaping, screening and buffer yards shall be met.*"

  See the view shed and transect images below under the Development Polices section.

- *Require significant buffers between contrasting uses and main thoroughfares.*

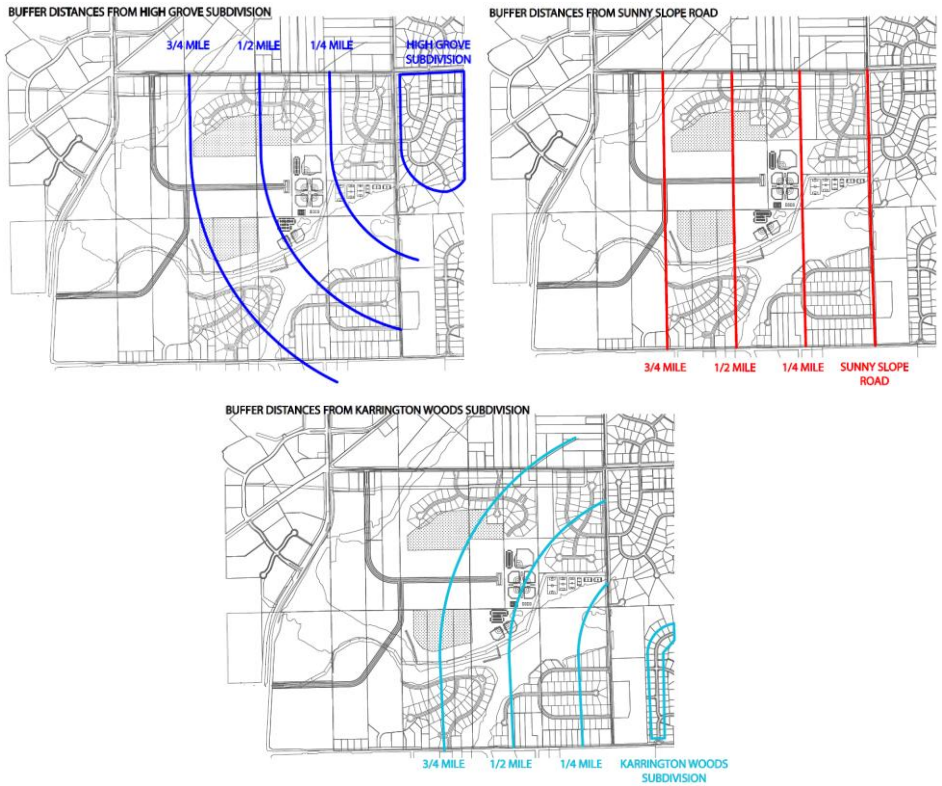
  See above.

- *Provide a regional park complex.*

  Applicant understands the park complex is located east of this parcel.

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

View Shed Transects



Development Policies:

- *Allow additional business office uses east of Moorland Road to respond to the growing interest in New Berlin. Additionally, allowing more office uses should help to offset tax increases and reduce development impacts on the school district. Business park/industrial, office, commercial and/or retail uses should be separated from residential areas with open space, vegetative buffers, new landscaping, and existing environmental features including wetlands, woodlands, existing tree rows, floodplain and environmental corridors.*

- *Now that the interceptor has been installed to service this area with sewer and water, continue to pursue the extension of local sewer and water mains to accommodate new development in the Section 35 area.*

  As part of the Use, Site and Architecture application, the applicant has submitted civil plans, which incorporate how the development will connect to City sewer and water.

- *Encourage the continuation of agricultural uses as long as the property owners so desire. As agricultural lands transition to residential developments, the subdivision design could incorporate farming and agriculture uses as viable open space options.*

  Adjacent parcels will continue to be farmed.

- *As development occurs, require off-road paths and trail connections, where appropriate to connect to the City's Utility easement / public trail and on-road bike paths for both residential and non-residential development to create an interconnected trail system for much of the Section 34/35 area. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.*

  This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.

  Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these off-road trails.

- *Include on-road bike paths for new streets and on existing streets where possible for non-residential development and major thoroughfares, and again, in order to create an interconnected trail system for much of the Section 34/35 area. Work to create linkages to the off-road paths and trail system through private development and/or public projects. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.*

  This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.

  Applicant will dedicate the right-of-way as part of future CSMs. The City will work with the applicant as to the placement of these on-road bike paths.

- *Require coordinated, pre-planned concepts/development proposals to ensure a cohesive and coordinated development pattern. Developments must take into consideration how adjacent parcels would be developed.*

  The development plan is consistent with the Future Land Use Map. This development shall connect to City Sewer and Water (currently there is no service provided to this parcel).

- *Although the City may wish to invest and construct roadway, public utility, storm water infrastructure improvements, the City should approve an overall official roadway map for the Section 34/35 area and require dedication of appropriate right-of-way areas, consistent with this map, at the time of land platting where private development is taking place. The development shall also construct the roadway, public utility, and storm water infrastructure to City specifications where the City deems it necessary in order to service that development and / or overall development for the area.*

- *Development proposals shall include appropriate utility easements and/or roadway reservations or dedications to ensure public infrastructure (utility or roadway) extensions/connections and a coordinated development pattern are achieved.*

- *Any future development requiring coordinated access and/or utility extensions in this area may require the applicant to submit a surety instrument to the City to cover future public improvements and cost contributions.*

- *All utility extensions shall be at the expense of the developer to service their respective developments. The City shall endeavor to collect funds from future developments that connect into the utilities where appropriate and collected funds shall be redistributed back to the developer that installed the infrastructure.*

- *Emphasize mixed-use developments with light industrial and office as the dominant land uses. Supporting hospitality related uses (i.e., hotels and table service restaurants) should complement the primary uses.*

- *Allow mixed-use development to extend south of the Westridge / Towne Business Park along Moorland Road to the City limits. In particular, pre-planned coordinated shopping centers are desired at both corners of the College Avenue and Moorland Road intersection.*

- *In conjunction with Waukesha County, the City should establish a traffic management plan for the area around the Moorland Road and College Avenue intersection so that as new development occurs, traffic can be efficiently managed.*

- *Require traffic impact studies to be submitted for new construction as indicated in the City Zoning Code requirements. The City should ensure that impact studies include consideration of the surrounding area at full build-out.*

  Applicant has provided a TIA.

- *Maintain a transportation system that minimizes cut-through and business-related traffic in adjacent residential areas.*

- *Ensure that lighting follows Zoning Code requirements so that any impact is minimized on surrounding properties.*
- *Require alternative stormwater management techniques, both regional and site specific.*
- *Request that Waukesha County accelerate the widening of Moorland Road to four lanes.*
- *The City should give consideration to the use TID, BID, or other economic development tools to fund necessary public improvements.*

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

Amending the Plan

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

Plan Element Consistency

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

  The proposed amendments to the Comprehensive Plan / Future Land Use Map and Rezoning requests are being reviewed concurrently. Approval of the requested amendments would maintain consistency between the various elements of the Comprehensive Plan and the City's Zoning Ordinance.

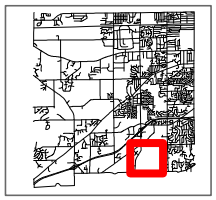
D.R.C. RECOMMENDATION: Recommend to Plan Commission adoption of Resolution #2026-06 that approves the general amendments to the 2030 Comprehensive Plan Chapters 10, 17 & 18 including the properties located at 14811 W. Grange Avenue (Tax Key #: 1290.999) & 14655 W. Grange Avenue (Tax Key #: 1289.995) from Business Park/Industrial & Urban Residential to Business Park/Industrial and forward to the Common Council for their review and approval by Ordinance.

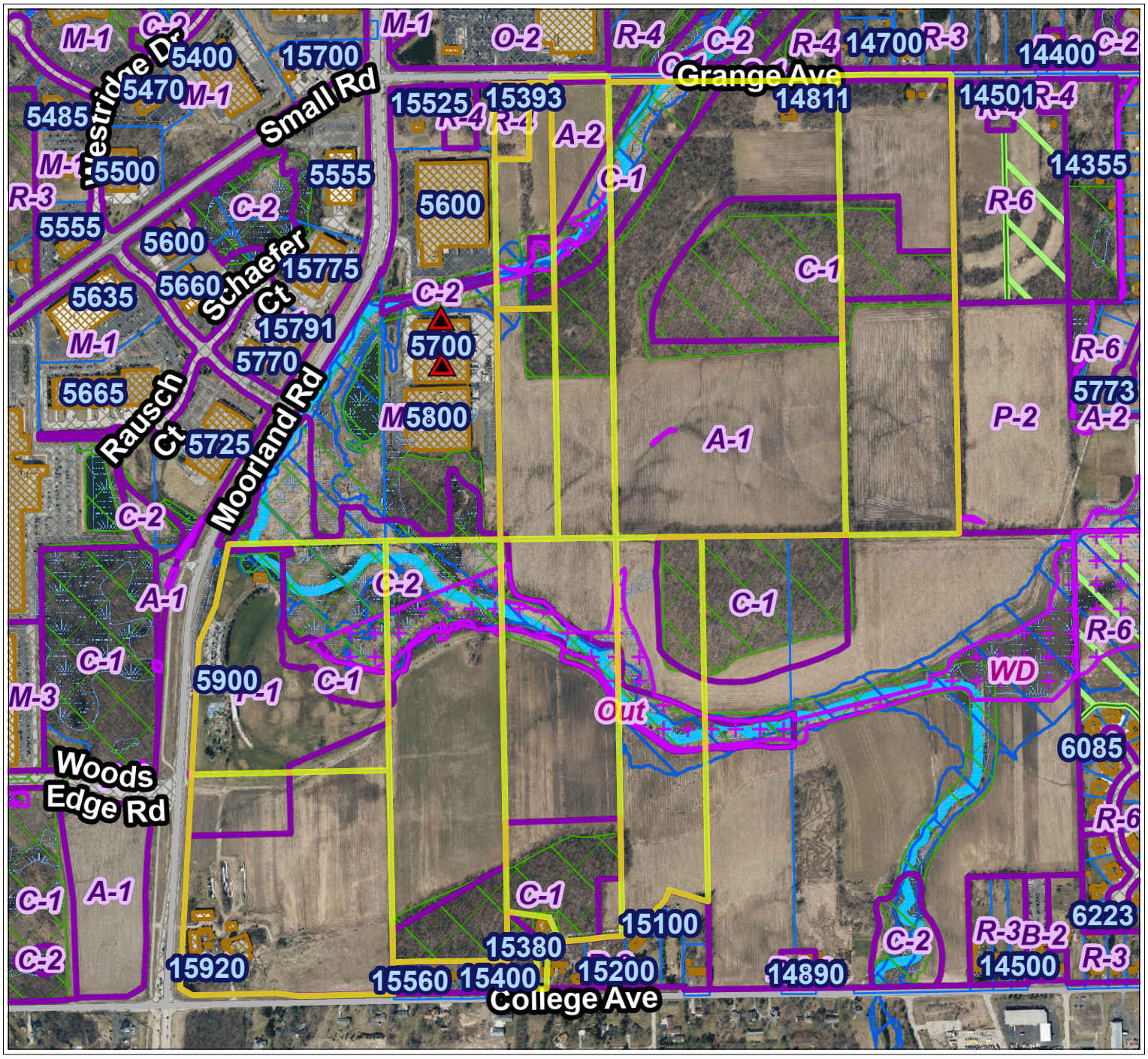
Attachments:
Location Map
Plan of Operation Letter
Future Land Use Comparison Map
Zoning Comparison Map
CSM
Proposed Roadway Reconstruction Projects – Section 35 Area (Staff Map)
Development Plans
Ordinance # 2553 (adopted by Common Council on 10/13/2015)
Ordinance # 2579 (adopted by Common Council on 11/15/2016)
Draft Chapter 10 - Land Use
Draft Chapter 17 - Neighborhood G: Sections 26 & 35 South Moorland Road Corridor
Draft Chapter 18 - Neighborhood H: Westridge & Moorland Road
Draft Resolution #2026-06
Draft Ordinance #2719

On file with the Department of Community Development:
TIA

City of New Berlin
Community Development

Rockwell Automation





Parcels
Road Right-of-Way
Conservation Easement
Environmental Corridor

Floodplain FEMA DFIRM
FEMA DFIRM - Zone A
FEMA DFIRM - Zone AE
FEMA DFIRM - 0.2% Chance

Wetland

Zoning Wetland Registration
Registered Wetland
Outside Wetland

Zoning Overlay
PUD
Special Conditions Apply
SPO

Zoning Boundaries

N

0 400 800
ft

Scale is estimate - not survey

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 photogrametric 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.

10

Map Printed: 4/15/2026 3:26 PM

City of New Berlin
Department of Community Development
3805 S. Casper Drive
New Berlin, WI 53151

Re: Department of Community Development
Plan of Operation Report
Proposed Planned Unit Development (PUD) Rezoning

April 6, 2026

Dear Review Staff:

On behalf of the applicant, **SunCap Property Group**, we respectfully submit this Plan of Operation Report in support of:

1. A Comprehensive Plan Amendment
    a. From: Business Park/Industrial and Urban Residential
    b. To: Business Park/Industrial (see attached Land Use exhibit)
2. A Rezoning request
    a. From: A-1 Agricultural, A-2 Agricultural & Rural Holding, R-4 Low Density S-F Residential, M-1 Light Manufacturing, P-1 Park & Recreation, C-1 Upland Resource Conservancy & C-2 Shoreland Wetland Holding Districts.
    b. To: A-1 Agricultural, M-3 (PUD) / Section 34-35 Business Park Development District Planned Unit Development, P-1 Park & Recreation, C-1 Upland Resource Conservancy & C-2 Shoreland Wetland Holding Districts. (see attached Zoning exhibit)

The proposed facility will be operated by **Rockwell Automation, Inc.**, a global leader in industrial automation and digital transformation. This Plan of Operation Report is intended to provide a concise, operations-focused overview appropriate for the rezoning stage of review. Additional detail will be provided through companion submittals, including site plans, architectural renderings, engineering documentation, and proposed PUD zoning language.

Proposed Use

The proposed Planned Unit Development will accommodate an advanced manufacturing campus, which may include:

- Manufacturing and assembly operations
- Warehousing and distribution functions
- Office, administrative, and operational support uses

Operations will be conducted in a manner consistent with contemporary advanced manufacturing facilities and applicable zoning standards.

General Operations

General site operations are anticipated to include:

- Employee and visitor parking
- Truck circulation and loading/unloading at designated dock areas
- Refuse and recycling services located within screened or enclosed service areas

No permanent outdoor storage is proposed unless otherwise approved by the City.

All operations will comply with applicable City of New Berlin ordinances and State and Federal regulations.

Employment and Economic Activity

Hundreds of new jobs will be created and capital investment in the building is expected to be between $211 million and $246 million.

Existing Conditions and Site Cleanup

The project includes demolition of existing structures on the property, including residences identified in the environmental assessment as having mold infestation and potential structural concerns, along with other buildings that are not in consistent ongoing use. All clean up efforts will be done in compliance with environmental regulations utilizing proper disposal locations as
required.

Traffic and Circulation

Site access and circulation will be designed to efficiently accommodate employee, visitor, and truck traffic while minimizing impacts to surrounding roadways.

- Primary truck routes will utilize major arterial roads and regional transportation corridors. Access to and from the site will be focused to the Moorland Rd entrance with minimal access via Grange Ave.

- A traffic impact analysis is currently in progress and is expected to be submitted by April 7, 2026

- Review and approval will be required by applicable municipal and county reviewing authorities, as appropriate

---

Refuse and Recycling

Refuse and recycling is expected to be non-toxic and contained within a limited area that is screened and/or fenced from public visibility as much as possible

---

Utilities and Infrastructure

The proposed development will be served by public utilities and infrastructure extensions as required. Improvements may include roadway, power, water, and sanitary sewer extensions. Based on the anticipated usage requirements of the facility, existing water and sewer systems are expected to be sufficient to serve the development without material strain on those systems. The scope, timing, and responsibility for these improvements will be coordinated with the City and applicable reviewing authorities. The proposed facility is not a data center and its power demand is expected to be significantly lower than energy-intensive commercial uses like a typical data center.

Conclusion

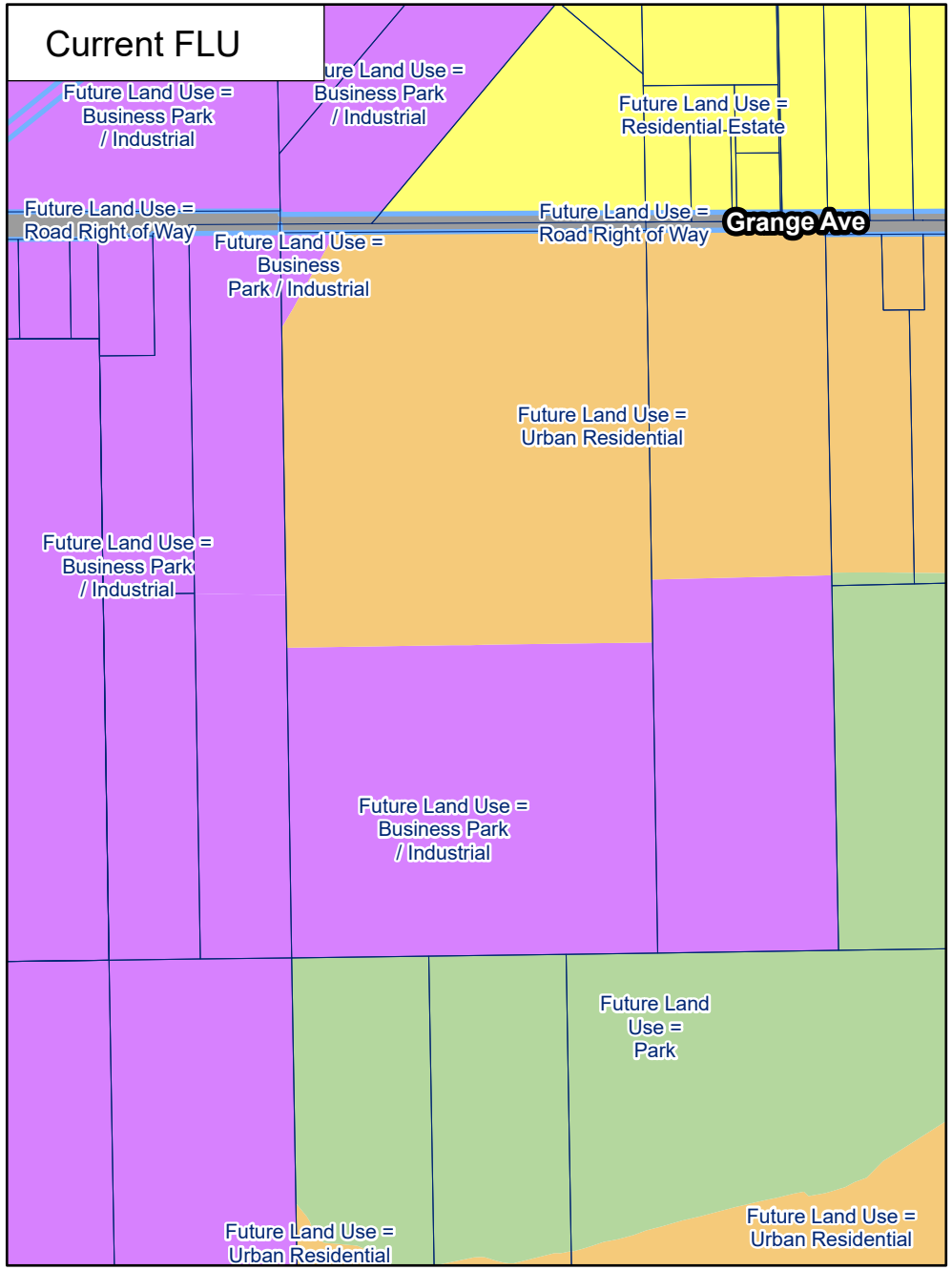
This Plan of Operation Report is submitted to demonstrate that the proposed development can operate in a compatible and responsible manner consistent with the intent of the Planned Unit Development zoning district. Additional detail will be provided through companion submittals and subsequent review stages as the project advances.

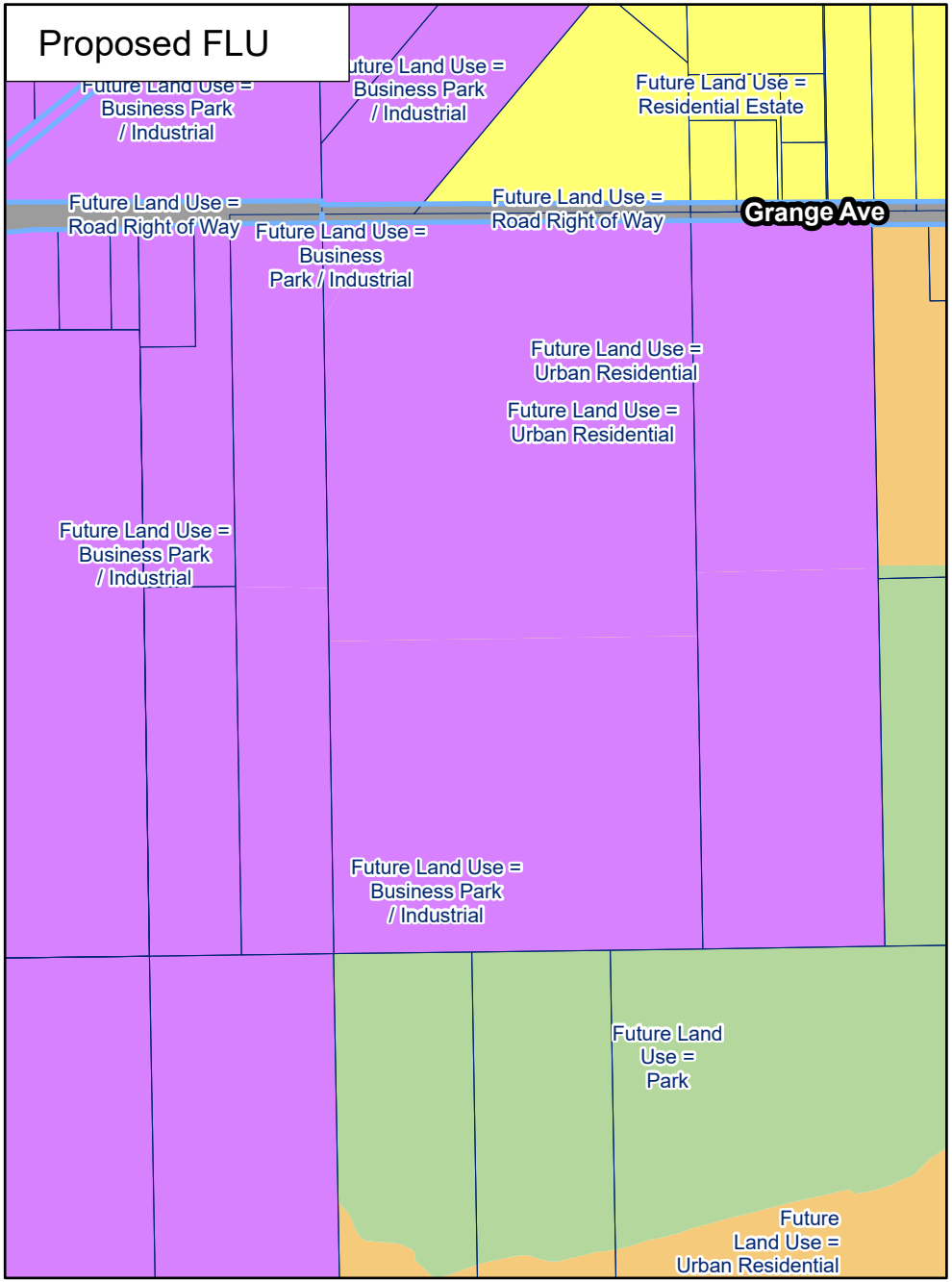
We appreciate the City's time and consideration and look forward to continued coordination throughout the rezoning review process.

Respectfully submitted,

SunCap Property Group
Patrick Theodossiou
Development Director
252-229-2501
ptheodossiou@suncappg.com

This Plan of Operation Report is intentionally concise and may be refined as additional information becomes available.





City of New Berlin
Community Development

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

CP-2600596
Rockwell Automation
Taxkey #'s: 1290998, 1290998002, 1290998003, 1290998001, 1290999, 1289998, 1291997, 1291986001, 1291994, 1288997, 1288999.

Legend
- Parcels
- Road Right-of-Way

N

0 310 620 Feet
15

P:\DCD\Projects\CP\CP-2600596 Rockwell 2020 UPDATE.GIS

LEGEND

PROPOSED FUTURE LAND USE DESIGNATION

- BUSINESS PARK / INDUSTRIAL
- PARK

ZONED CONSERVANCY DISTRICTS

- C-1: UPLAND RESOURCE
- C-2: SHORELAND WETLAND

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 250' 500'

W GRANGE AVE

W SMALL RD

C.T.H. "O" / S MOORLAND RD

FUTURE DEVELOPMENT

WETLANDS

COMPENSATORY FLOOD STORAGE

POND

POND

WETLANDS

POND

POTENTIAL SUBSTATION

FUTURE TRAILER STALLS

TRAILER STALLS

TRUCK DOCKS

TRUCK DOCKS

FUTURE TRUCK DOCKS

LIGHT INDUSTRIAL USE

TAX KEYS:
NBC 1290-998-003
NBC 1290-998-002
NBC 1290-998-001
NBC 1289-999
NBC 1289-998
NBC 1289-995

CAR PARKING

FUTURE LIGHT INDUSTRIAL USE

FUTURE TRUCK DRIVE

LANDSCAPE BUFFER

OFFICE

CAR PARKING

CAR PARKING

FUTURE TRUCK DOCKS & TRAILER STALLS

COMP. FLOOD STORAGE

WETLANDS

STORMWATER POND

WETLANDS

OWNER: VIRGIL SALTZMANN
TAX KEY # NBC 1288-999

OWNER: VIRGIL SALTZMANN & RAYMOND E SALTZMANN
TAX KEY # NBC 1288-997

OWNER: RAYMOND E SALTZMANN & MARIE L NEILSEN
TAX KEY # NBC 1291-994

OWNER: BAAS FARM LLC
TAX KEY # NBC 1291-986-001

OWNER: BAAS FARM LLC
TAX KEY # NBC 1291-997

C.T.H. "HH" / W COLLEGE AVE

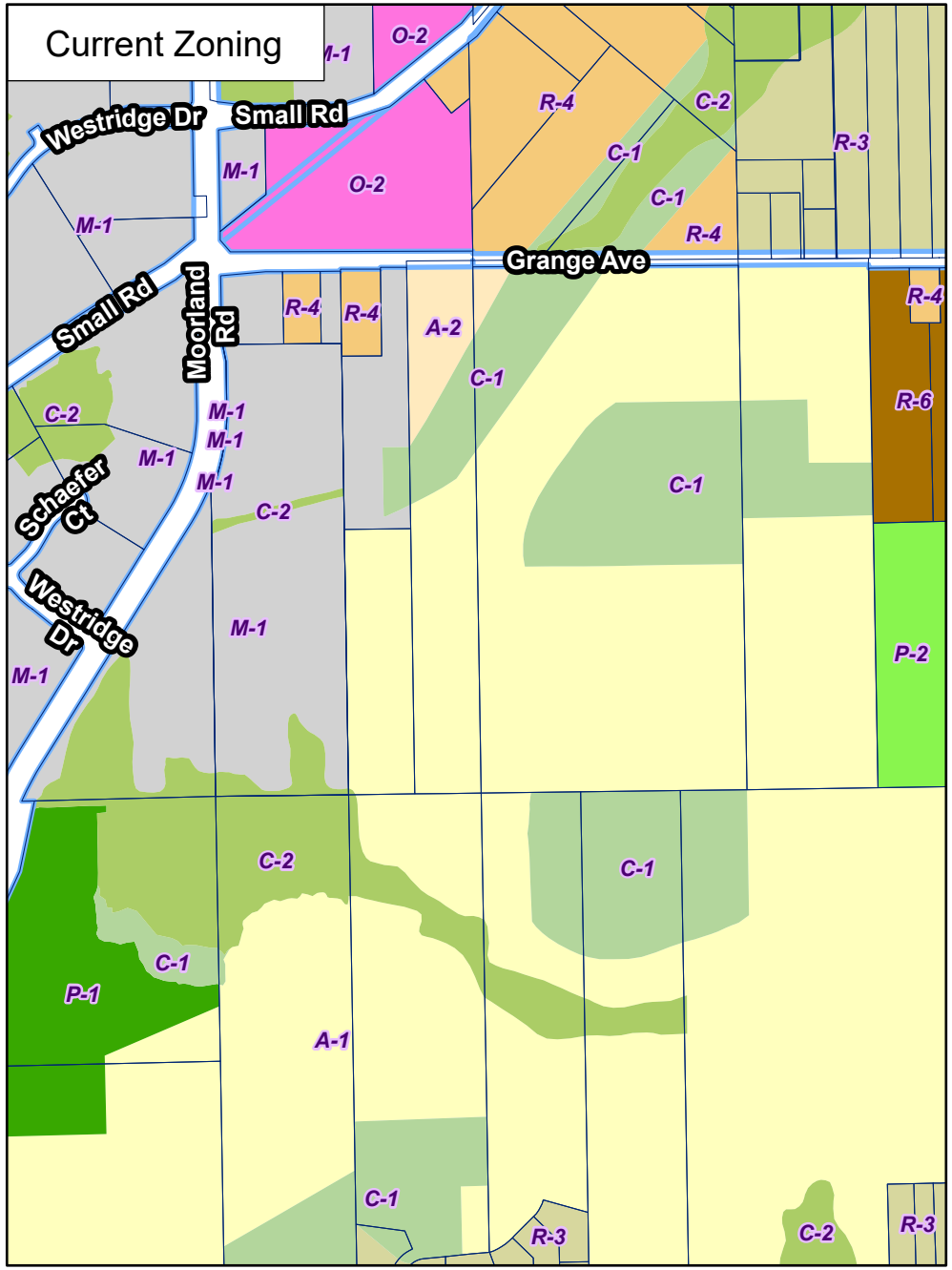
Z:\PROJECTS\2015\594.00A-WI\CAD\EXHIBITS\2026-04-24_594.00A FUTURE LAND USE.DWG 4/24/2026 12:52 PM

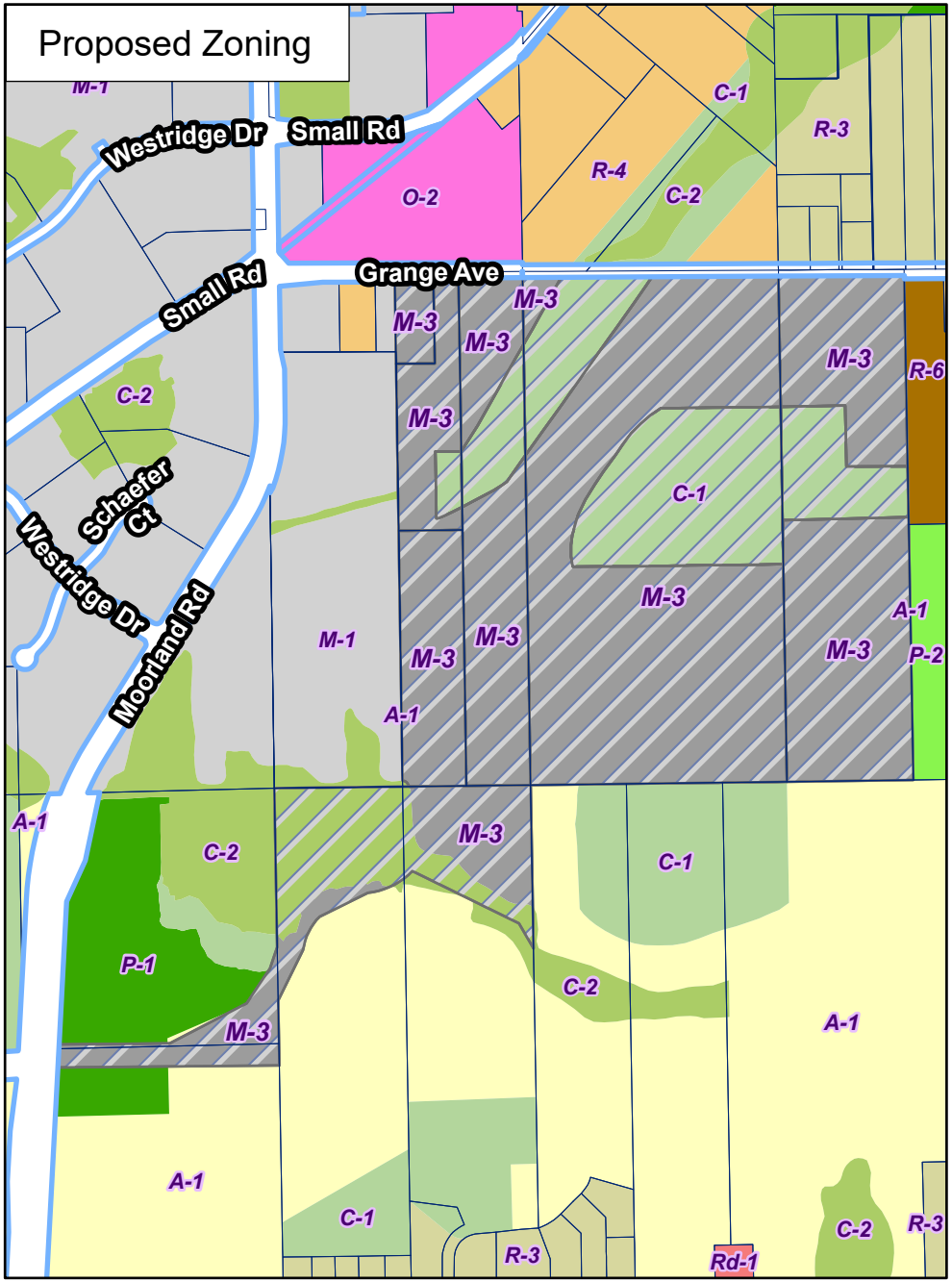
FUTURE LAND USE EXHIBIT

04/24/2026

PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER **JOB #:** 594.00A





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

RZ-2600597
Rockwell Automation
Taxkey #'s: 1290998, 1290998002, 1290998003, 1290998001, 1290999, 1289998, 1291997, 1291986001, 1291994, 1288997, 1288999.

Legend
Parcels
Road Right-of-Way

N

0 425 850 Feet

17

P:\DCD\Projects\RZ\RZ-2600597 ROCKWELL\GIS\

LEGEND

EXISTING ZONING

- C-1: UPLAND CONSERVANCY
- C-2: SHORELAND-WETLAND CONSERVANCY
- A-1: AGRICULTURAL

PROPOSED ZONING

- OVERALL PROJECT AREA (±198 ACRES)
- CONSERVATION ZONING AREAS THAT MAY BE GRADED AND/OR DISTURBED DURING PROPOSED DEVELOPMENT
- M-3 PUD OVERLAY DISTRICT

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 250' 500'

W GRANGE AVE

W SMALL RD

C.T.H. "O" / S MOORLAND RD

FUTURE DEVELOPMENT

WETLANDS

POND

POND

POND

TAX KEYS:
NBC 1290-998-003
NBC 1290-998-002
NBC 1290-998-001
NBC 1289-999
NBC 1289-998
NBC 1289-995

POTENTIAL SUBSTATION

FUTURE TRAILER STALLS

TRAILER STALLS

TRUCK DOCKS

TRUCK DOCKS

FUTURE TRUCK DOCKS

LIGHT INDUSTRIAL USE

CAR PARKING

FUTURE LIGHT INDUSTRIAL USE

FUTURE TRUCK DRIVE

LANDSCAPE BUFFER

OFFICE

CAR PARKING

CAR PARKING

FUTURE TRUCK DOCKS & TRAILER STALLS

COMP. FLOOD STORAGE

STORMWATER POND

OWNER: VIRGIL SALTZMANN
TAX KEY # NBC 1288-999

OWNER: VIRGIL SALTZMANN & RAYMOND E SALTZMANN
TAX KEY # NBC 1288-997

OWNER: RAYMOND E SALTZMANN & MARIE L NEILSEN
TAX KEY # NBC 1291-994

OWNER: BAAS FARM LLC
TAX KEY # NBC 1291-986-001

OWNER: BAAS FARM LLC
TAX KEY # NBC 1291-997

C.T.H. "HH" / W COLLEGE AVE

Z:\PROJECTS\2015\594.00A-WI\CAD\EXHIBITS\2026-04-24_594.00A REZONING EXHIBIT.DWG 4/24/2026 12:53 PM

ZONING EXHIBIT

04/24/2026

PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM

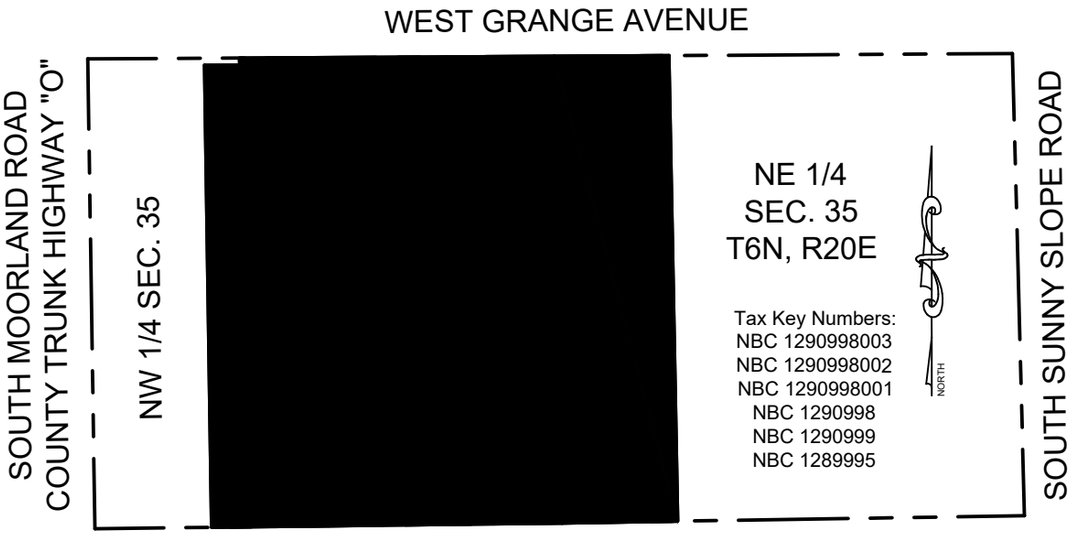
PLAN | DESIGN | DELIVER **JOB #:** 594.00A

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

VICINITY MAP

SCALE 1":1000'



Tax Key Numbers:
NBC 1290998003
NBC 1290998002
NBC 1290998001
NBC 1290998
NBC 1290999
NBC 1289995

WISCONSIN
JESSE ZOLTOWSKI
S-3094
Milwaukee, WI
LAND SURVEYOR

DRAFT

Jesse Zoltowski

JANUARY 14, 2026

Prepared for:
Rockwell Automation, Inc.
1201 S 2nd Street
Milwaukee, WI 53204

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Northwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°41'05"E.
- Flood Zone Classification: The property lies with in Zone "X" and Zone "A" of the Flood Insurance Rate Map Community Panel No. 55133C0353H with an effective date of OCTOBER 19, 2023. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" areas are Special Flood Hazard Areas without a Base Flood Elevation and is depicted by scaled map location and graphic plotting only, subject to map scale uncertainty.
- All existing buildings and silos to be removed.

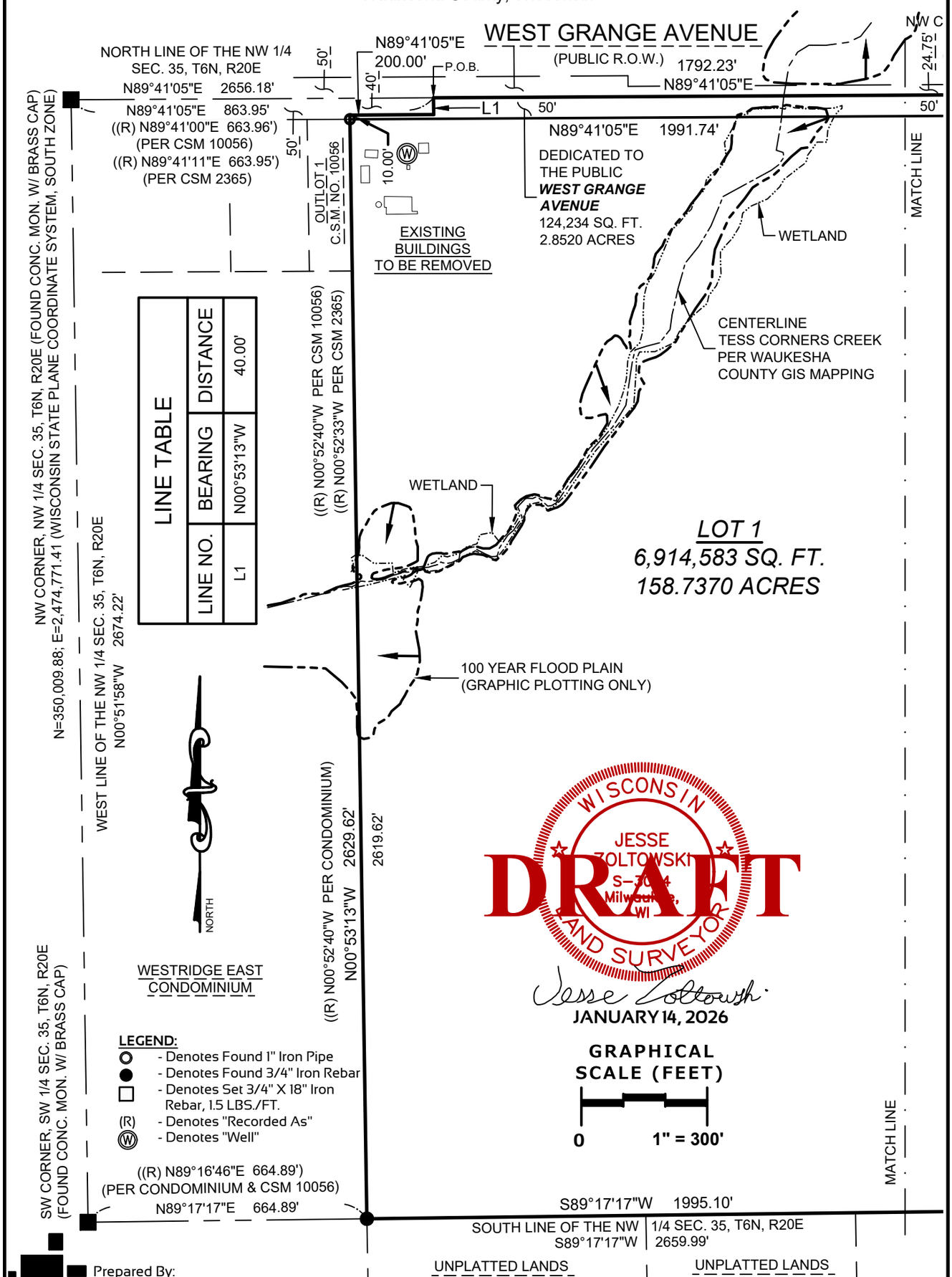
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

DRAFTED BY: ST
PEG JOB#594.00
SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N00°53'13"W	40.00'

LEGEND:

- ○ - Denotes Found 1" Iron Pipe
- ● - Denotes Found 3/4" Iron Rebar
- □ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- (R) - Denotes "Recorded As"
- Ⓦ - Denotes "Well"

WISCONSIN
JESSE ZOLTOWSKI
S-3094
Milwaukee, WI
LAND SURVEYOR

DRAFT

JANUARY 14, 2026

GRAPHICAL SCALE (FEET)

0 1" = 300'

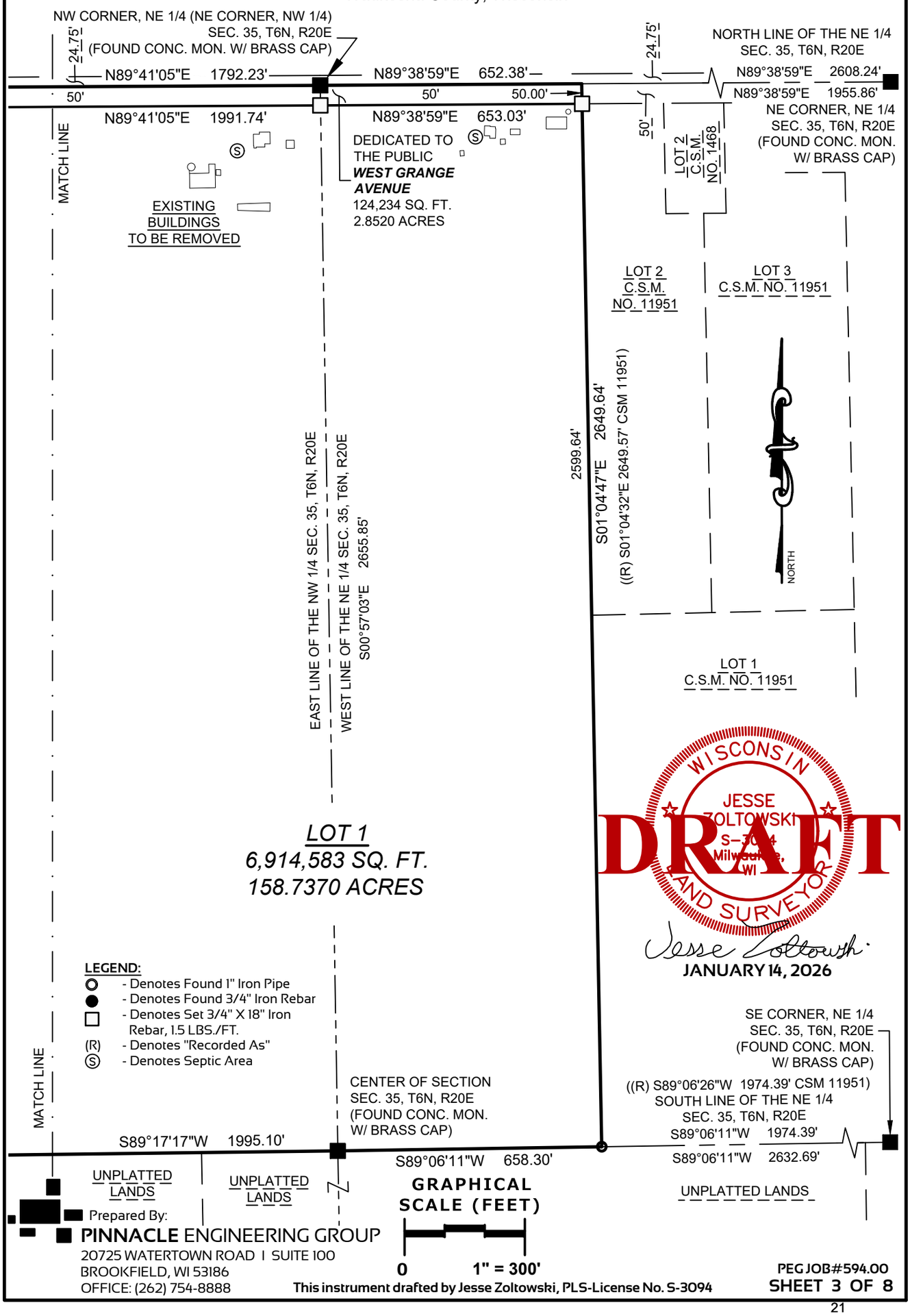
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#594.00

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

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

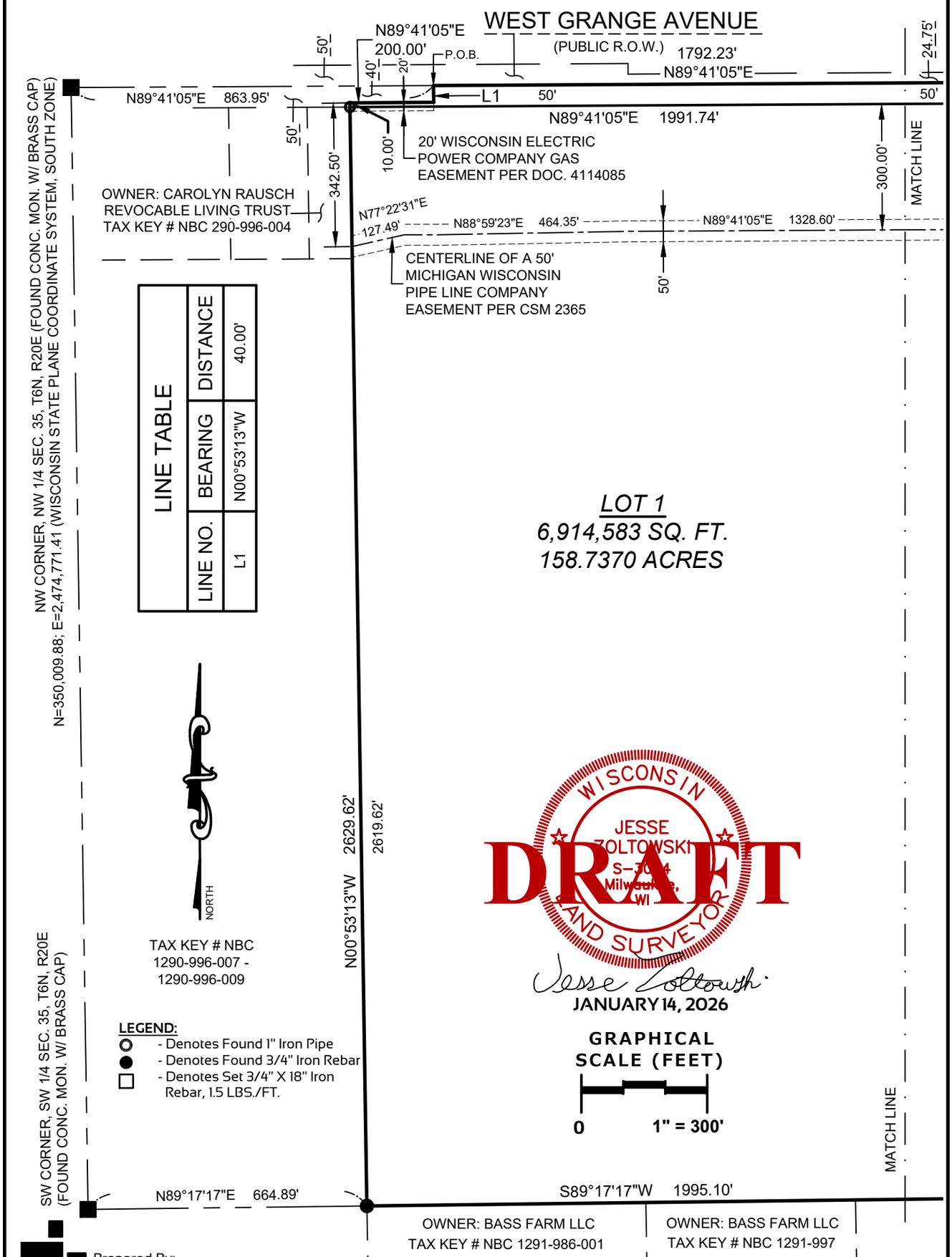
PEG JOB#594.00

SHEET 3 OF 8

21

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



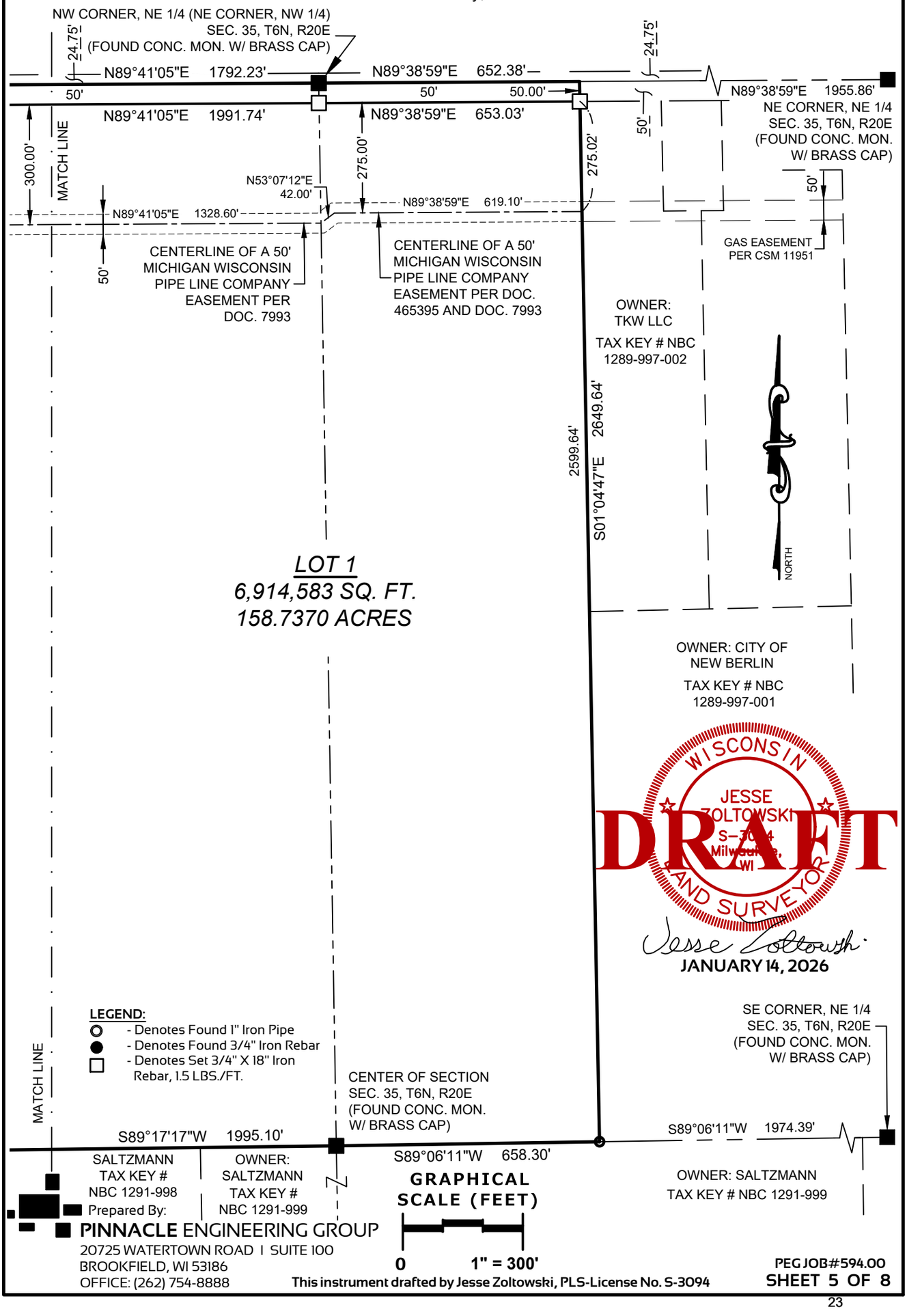
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#594.00
SHEET 4 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



Prepared By:

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

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

PEG JOB#594.00
SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided Certified Survey Map No. 2365, as recorded in the Register of Deeds office for Waukesha County as Document No. 921624, and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section35; thence North 89°41'05" East along the north line of said Northwest 1/4, 863.95 feet to the Point of Beginning;

Thence continuing North 89°41'05" East along said north line of the Northwest 1/4, 1792.23 feet to the northwest corner of the Northeast 1/4 of said Section 35;
Thence North 89°38'59" East along the north line of said Northeast 1/4, 652.38 feet to the west line of Certified Survey Map No. 11951;
Thence South 01°04'47" East along said west line, 2649.64 feet to the south line of said Northeast 1/4 of Section 35;
Thence South 89°06'11" West along said south line, 658.30 feet to the Center of said Section 35;
Thence South 89°17'17" West along the south line of the aforesaid Northwest 1/4 of Section 35, 1995.10 feet to the southeast corner of Westridge East Condominium;
Thence North 00°53'13" West along the east line of said Condominium, 2629.62 feet;
Thence North 89°41'05" East, 200.00 feet;
Thence North 00°53'13" West, 40.00 feet to the Point of Beginning.

Dedicating the Northerly portion of subject property as graphically shown for public right of way purposes.

Containing 7,038,817 Square Feet (161.5890 Acres) of land Gross and 6,914,583 square feet (158.7370 acres) of land Net, more or less.

That I have made such survey, land division and map by the direction of ROCKWELL AUTOMATION, INC., owner of said land.

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

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

Date: JANUARY 14, 2026

Jesse Zoltowski
Professional Land Surveyor S-3094

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

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

PEG JOB#594.00
SHEET 6 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

ROCKWELL AUTOMATION, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

ROCKWELL AUTOMATION, INC., as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of New Berlin

IN WITNESS WHEREOF, the said ROCKWELL AUTOMATION, INC. has caused these presents to be signed by (name - print) _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of: ROCKWELL AUTOMATION, INC.

_____
Name (signature) - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named ROCKWELL AUTOMATION, INC., to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

Jesse Zoltowski

JANUARY 14, 2026

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

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

PEG JOB#594.00
SHEET 7 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

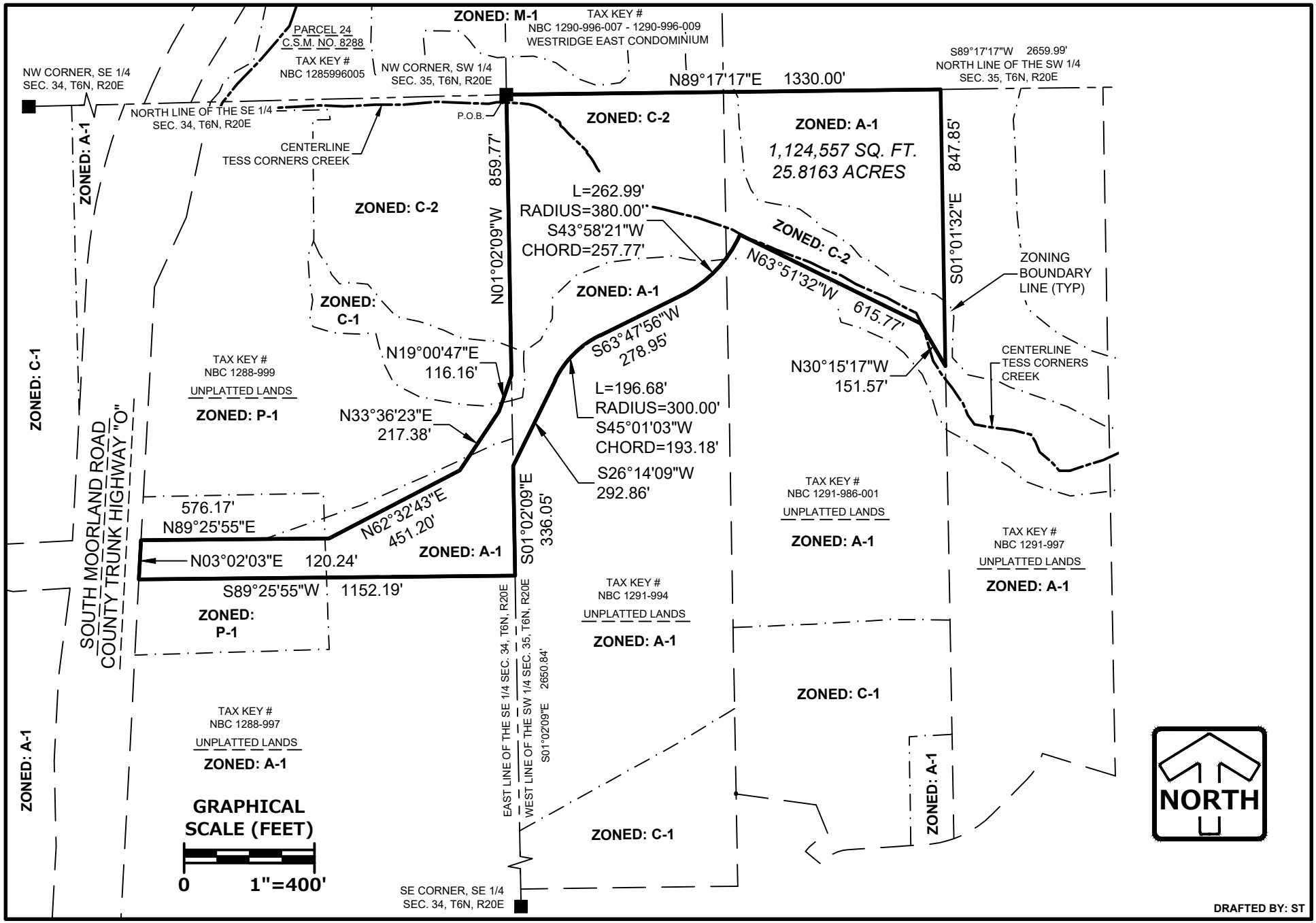
Jesse Zoltowski

JANUARY 14, 2026

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

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

PEG JOB#594.00
SHEET 8 OF 8



Z:\PROJECTS\2015\594.00-WI\SURVEY\CAD\VOID\2026-04-24_594.00 EXHIBIT BOUNDARY SOUTH.DWG

SOUTHERN BOUNDARY EXHIBIT

04/24/2026

PINNACLE ENGINEERING GROUP

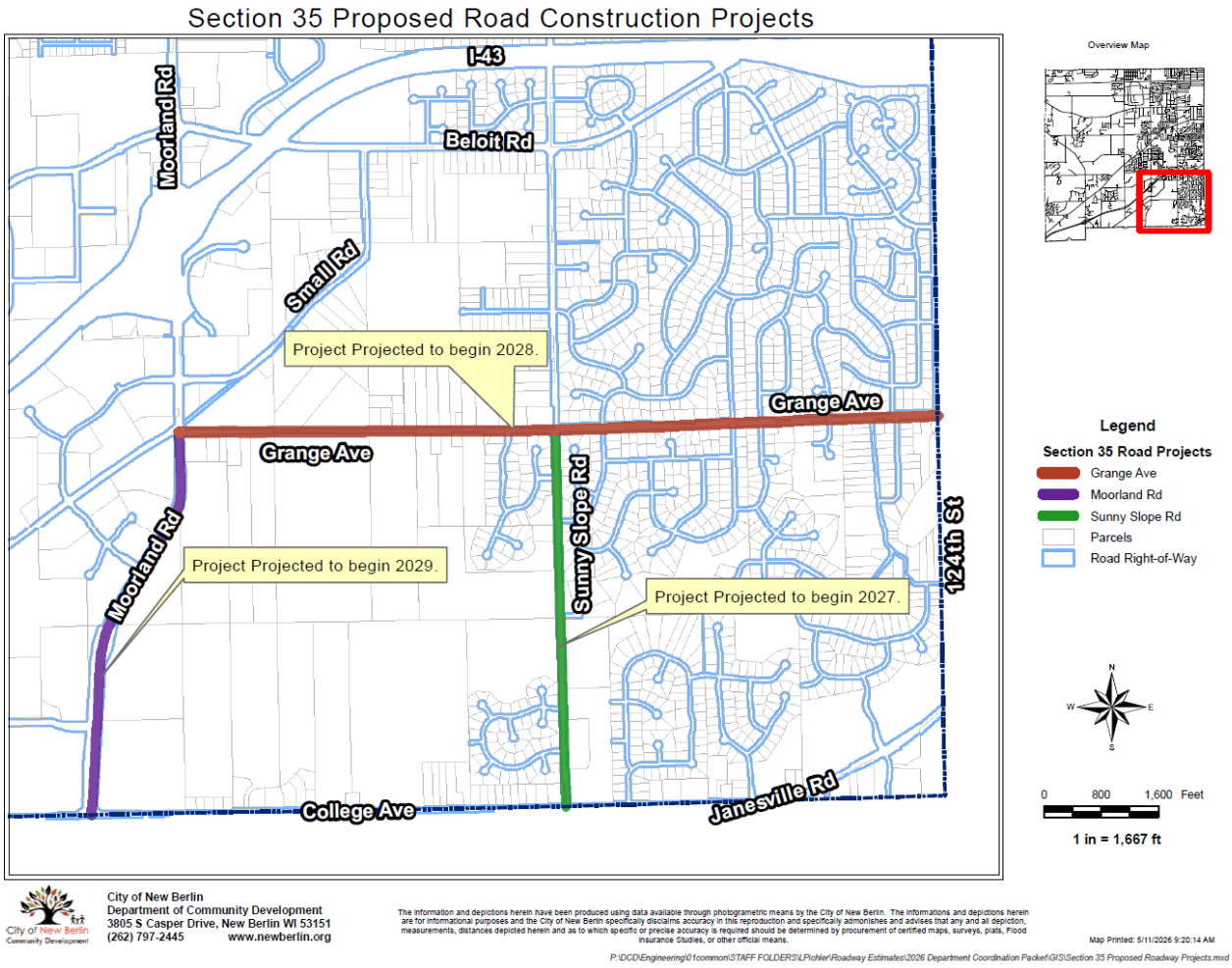
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB #594.00

Proposed Roadway Reconstruction Projects – Section 35 Area



Sunny Slope Road – Grange Avenue to College Avenue

Jurisdiction: City of New Berlin
Design: Complete
Real Estate Acquisition: Complete
Utility Relocation: In progress, to be completed in 2026
Construction: Bid in Fall 2026 for Spring 2027 start.
Funding Source: City CIP or Developer TIF
Description: Proposed one lane in each direction with paved shoulder. Improved pedestrian accommodations.

Moorland Road – Grange Avenue to College Avenue

Jurisdiction: Waukesha County
Design: 60% Complete
Real Estate Acquisition: In Progress
Utility Relocation: Coordination in progress
Construction: 2029 (Per Waukesha County)
Funding Source: State STP
Description: Proposed two lanes in each direction with grass median. Intersection improvements at College Avenue, Woods Edge Road, and Grange Avenue.

Grange Avenue – Moorland Road to 124th Street

Jurisdiction: City of New Berlin
Design: 30% Complete
Real Estate Acquisition: Starting 2026
Utility Relocation: Starting Fall 2027
Construction: 2028
Funding Source: City CIP or Developer TIF
Description: Proposed one lane in each direction with paved shoulder.

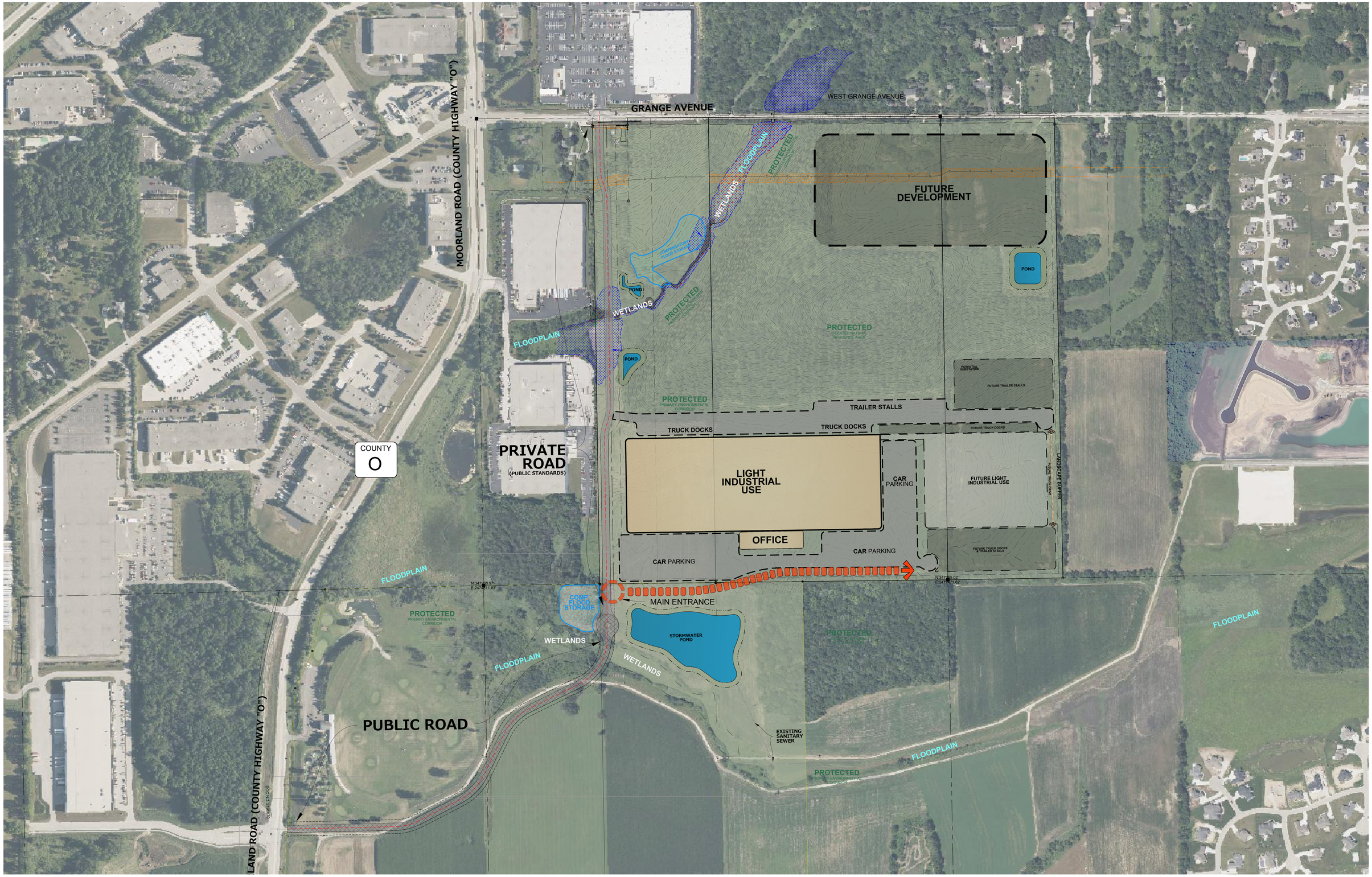
Developer Funded Projects:

Grange Avenue & Costco Driveway: Traffic Signal
Woods Edge Road extension east of Moorland Road

Note: All projects are pending approval of funds. All dates are subject to change.

PROJECT GRAVITY
5533-001-00

SCHEMATIC SITE PLAN



HGA

PINNACLE ENGINEERING GROUP

SunCap
PROPERTY GROUP®

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 200' 400'

SHEET SIZE: 30" x 42"

03/31/2026

1" = 200'-0"

HGA

PINNACLE ENGINEERING GROUP

SunCap PROPERTY GROUP®

NORTH

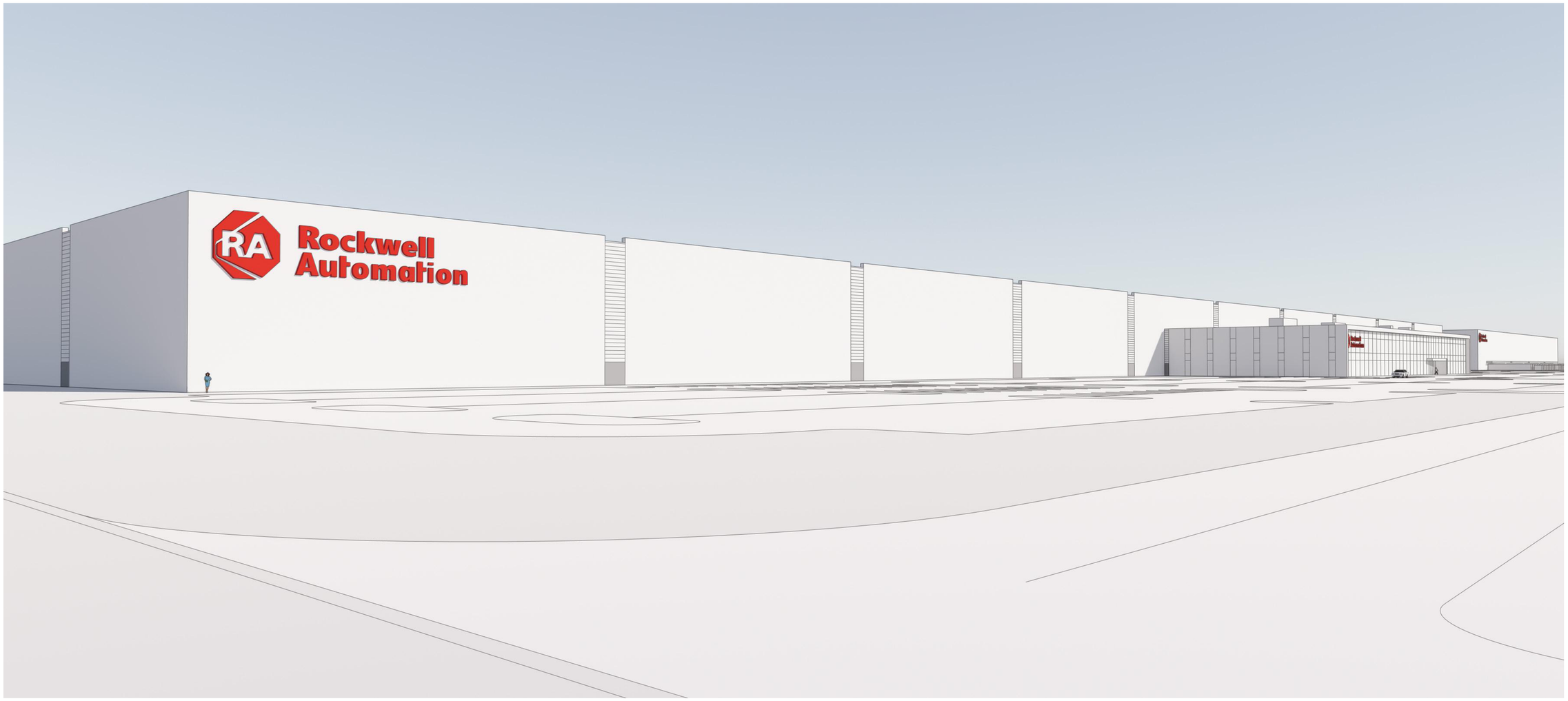
GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

SHEET SIZE: 30" x 42"

03/31/2026

1" = 100'-0"

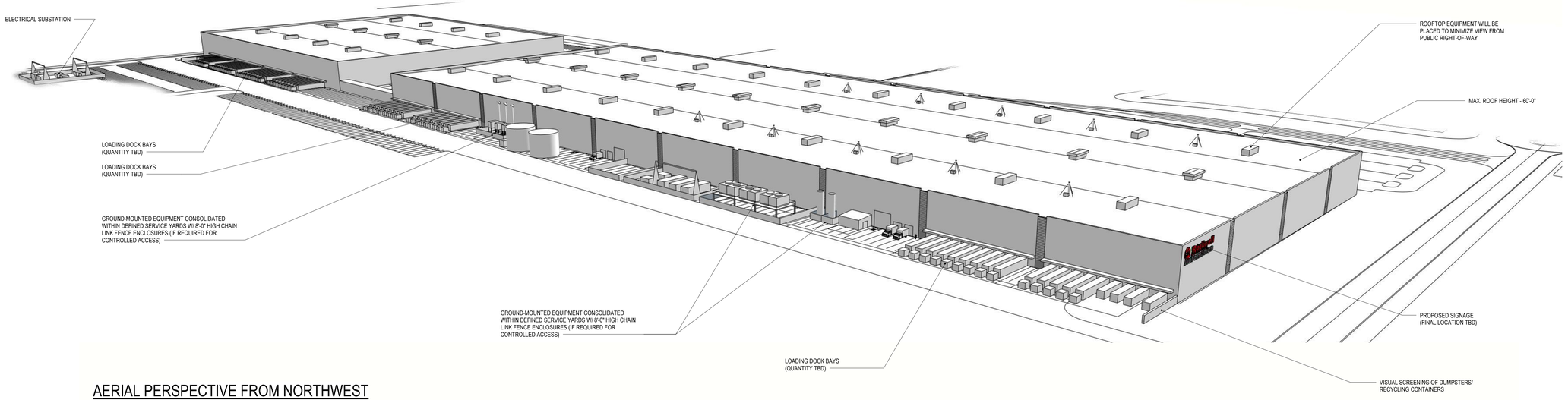


ENTRY PERSPECTIVE FROM SOUTHWEST

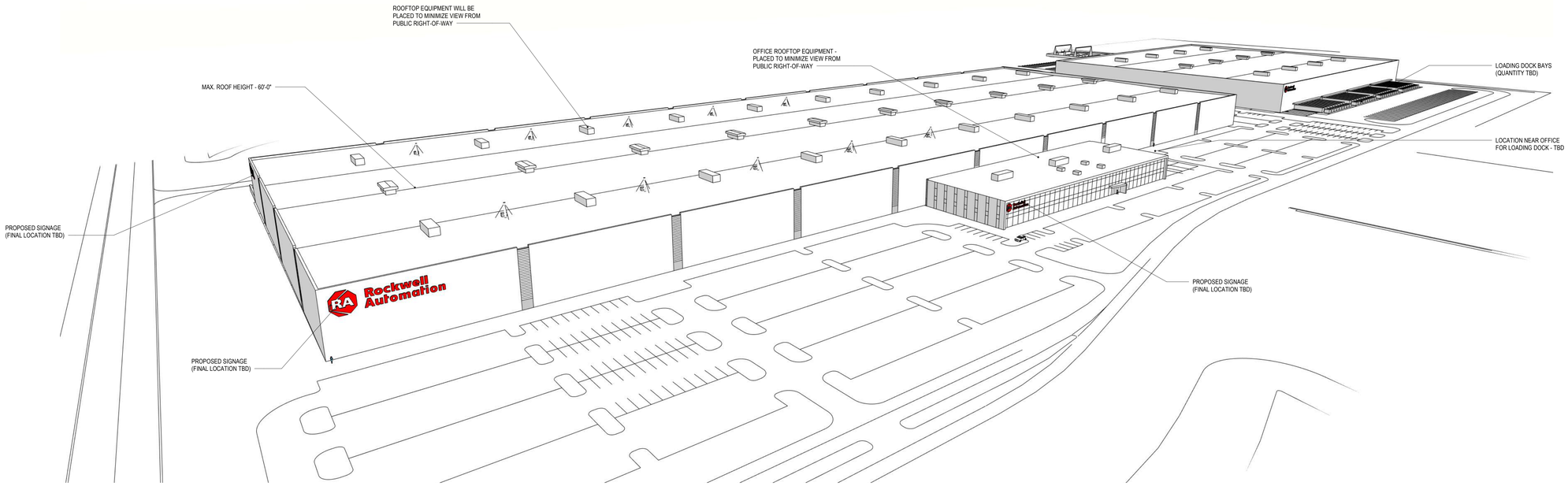
SHEET INDEX

00 - COVER SHEET
01 - SITE PLAN (PINNACLE)
02 - AERIAL PERSPECTIVES
03 - BUILDING PLAN
04 - BUILDING CROSS SECTIONS

HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®

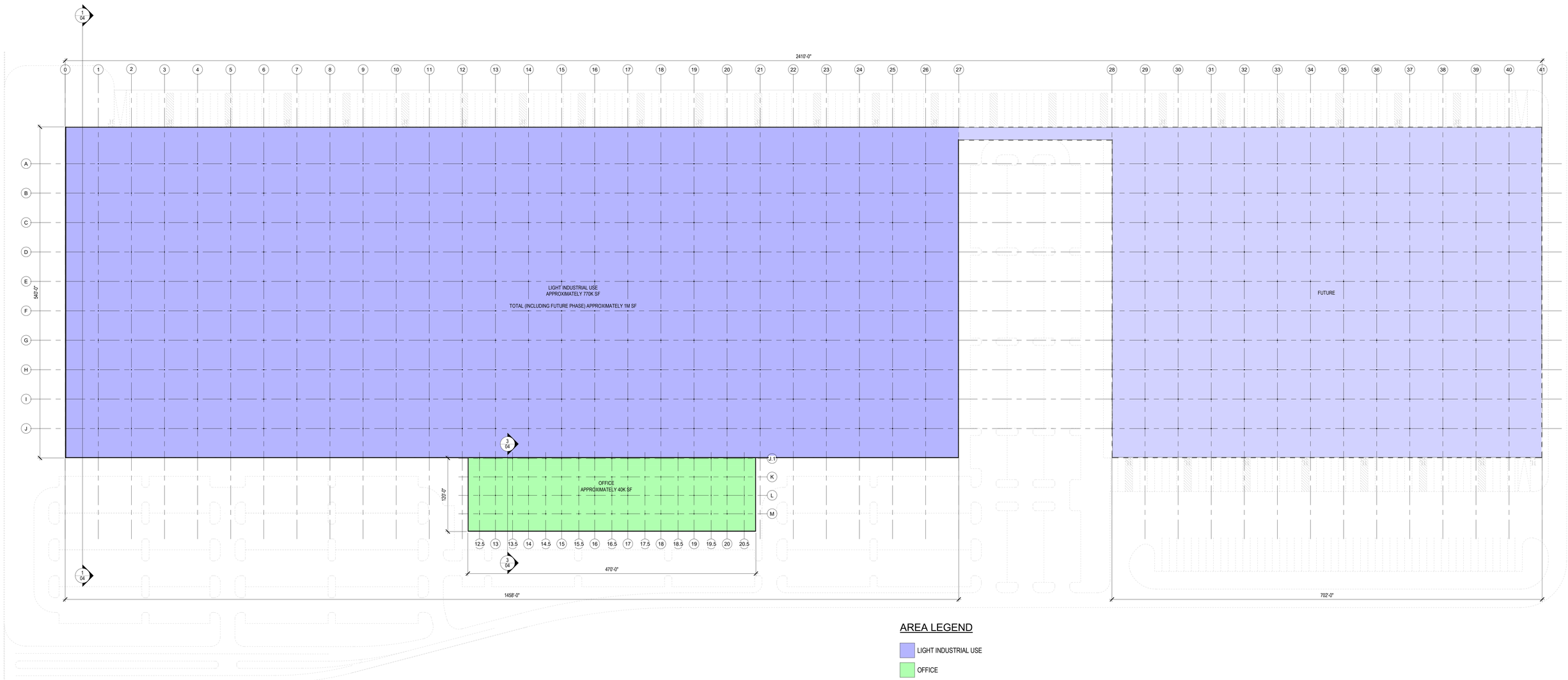


AERIAL PERSPECTIVE FROM NORTHWEST



AERIAL PERSPECTIVE FROM SOUTHWEST

HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®



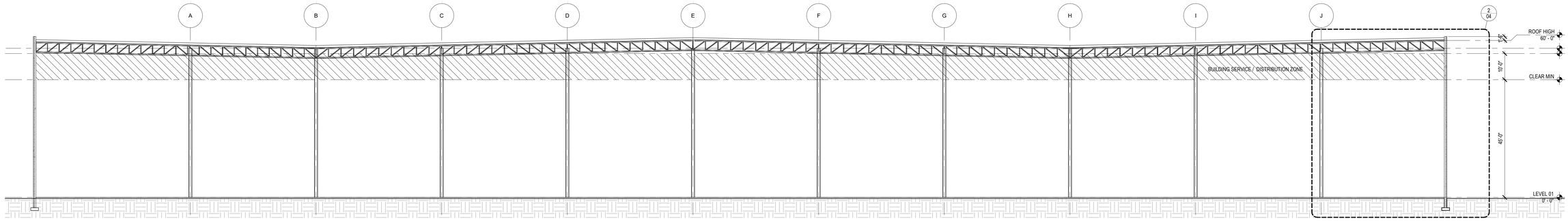
AREA LEGEND

- LIGHT INDUSTRIAL USE
- OFFICE

1 BUILDING PLAN

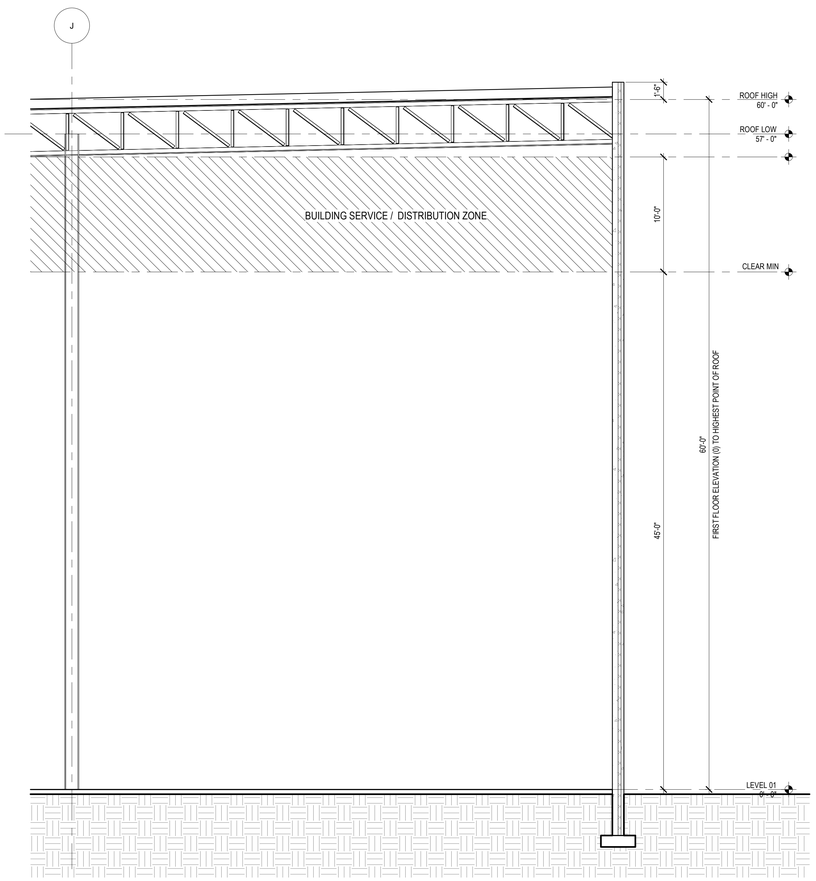
0 24' 48' 96' 144'

HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®



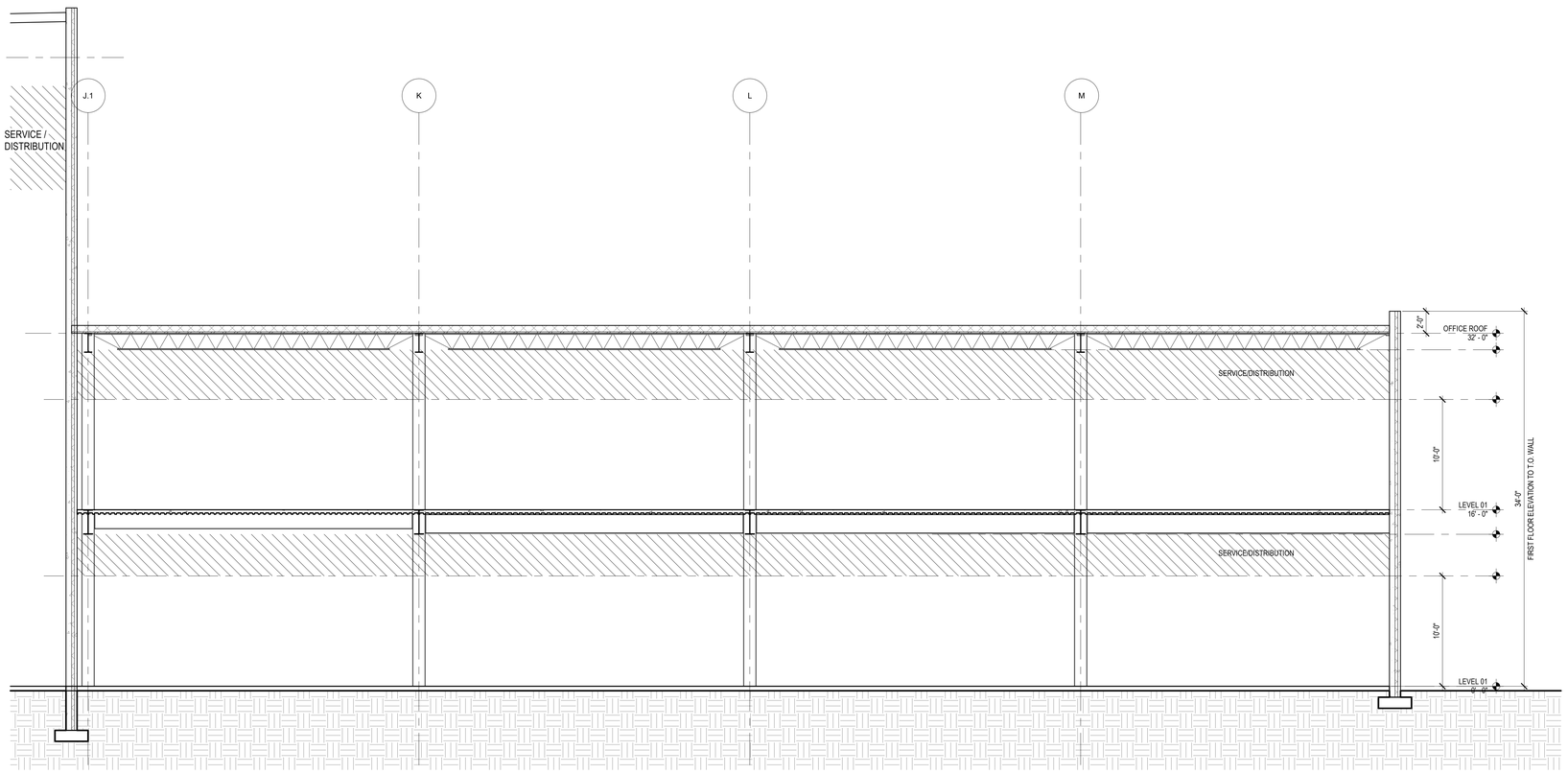
1 TRANSVERSE SECTION
1/16" = 1'-0"

0 8' 16' 32'



2 SECTION BAY
3/16" = 1'-0"

0 2' 4' 8' 12'



3 SECTION - NORTH/SOUTH OFFICE
3/16" = 1'-0"

0 2' 4' 8' 12'

HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®

STATE OF WISCONSIN WAUKESHA COUNTY CITY OF NEW BERLIN

ORDINANCE NO. 2553

An ordinance to adopt the amendments to the City's Comprehensive Plan to incorporate the necessary text and Future Land Use map amendments into the City's adopted 2020 Comprehensive Plan Chapter 17 – Neighborhood "G" (South Moorland Road Corridor), Chapter 18 – Neighborhood "H" (Westridge & Moorland Road) and Chapter 10 - Land Use.

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

SECTION I

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

SECTION II

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

SECTION III

The Plan Commission of the City of New Berlin by a 7-0 vote of the Commission members present and voting as recorded in its official minutes, adopted Resolution #: 15-03 on October 5, 2015 recommending to the Common Council the adoption of the document entitled "A Resolution adopting the amendments to the City's adopted 2020 Comprehensive Plan Chapter 17 – Neighborhood "G" (South Moorland Road Corridor), Chapter 18 – Neighborhood "H" (Westridge & Moorland Road) and Chapter 10 - Land Use," a copy of the map is attached as Exhibit A and a copy of the text amendments to the chapters are attached as Exhibit B, which contain amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

More specifically, the Future Land Use Map amendments for the properties listed in the table below are proposed to be changed as noted:

Tax Key	Address	Property Owner	Current Future Land Use	Proposed Future Land Use
1289996	14405 W. Grange Avenue	LAURA J KAREL	Plan Conservation Development	Urban Residential
1289992	14501 W. Grange Avenue	AARON M & ANGELA M HARWOOD	Plan Conservation Development	Urban Residential
1289999		PETER & LEE & PAMELA MANCUSO	Plan Conservation Development	Urban Residential
1289994	5715 S. Sunny Slope Road	THEOFILA C KROKOWSKI TRUST	Plan Conservation Development	Urban Residential

Tax Key	Address	Property Owner	Current Future Land Use	Proposed Future Land Use
1289993		NEW BERLIN HEIGHTS LLC	Plan Conservation Development	Park
1292999		NEW BERLIN HEIGHTS LLC	Plan Conservation Development	Urban Residential
1289998	14355 W. Grange Avenue	PFS FAMILY INVESTMENTS INC	Plan Conservation Development	Urban Residential
1291998		RAYMOND E & MARIE L SALTZMANN	Plan Conservation Development	Urban Residential, Park
1291997		MILTON E BAAS	Plan Conservation Development	Urban Residential, Park
1289995	14655 W. Grange Avenue	KENNETH J & MAUREEN E BOSCH	Plan Conservation Development	Urban Residential, Business Park/Industrial
1291999		RAYMOND E & MARIE L SALTZMANN	Plan Conservation Development	Urban Residential, Park
1289997		LOOMIS FAMILY FARM TRUST	Plan Conservation Development	Urban Residential, Park
1290999	14811 W. Grange Avenue	LOOMIS FARM LLC	Plan Conservation Development, Business Park/Industrial	Urban Residential, Business Park/Industrial

SECTION IV

The City held a public hearing on September 9, 2015 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally accept the documents entitled, City of New Berlin Plan Commission resolution 15-03"**A Resolution adopting the amendments to the City's adopted 2020 Comprehensive Plan Chapter 17 – Neighborhood "G" (South Moorland Road Corridor), Chapter 18 – Neighborhood "H" (Westridge & Moorland Road) and Chapter 10 - Land Use**," a copy of the map is attached as Exhibit A and a copy of the text amendments to the chapters are attached as Exhibit B pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

SECTION VI

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

SECTION VII

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

SECTION VIII

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

PASSED AND ADOPTED by the Common Council this 13th day of October, 2015.

APPROVED:

David A. Ament, Mayor

Countersigned:

Kari Morgan, City Clerk

STATE OF WISCONSIN WAUKESHA COUNTY CITY OF NEW BERLIN

ORDINANCE NO. 2579

An ordinance adopting the amendments to the City's 2020 Comprehensive Plan Chapter 1 – Introduction, Chapter 2 – Issues and Opportunities, Chapter 3 – Economic Development, Chapter 6 – Transportation, Chapter 7 – Housing, Chapter 15 – Neighborhood E (National Avenue East Corridor), Chapter 16 – Neighborhood F (Urban Neighborhood South), Chapter 17 – Neighborhood G (South Moorland Road Corridor), Chapter 18 – Neighborhood H (Westridge & Moorland Road), Chapter 19 – Neighborhood I (National Avenue West Neighborhood), Chapter 20 – Neighborhood J (I-43 & Racine Quarries), Chapter 21 – Intergovernmental Cooperation, Chapter 22 – Implementation

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

SECTION I

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

SECTION II

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

SECTION III

The Plan Commission of the City of New Berlin by a 6-0 vote of the Commission members present and voting as recorded in its official minutes, adopted Resolution #: 16-03 on November 9, 2016 recommending to the Common Council the adoption of the document entitled "A Resolution adopting the amendments to the City's 2020 Comprehensive Plan Chapter 1 – Introduction, Chapter 2 – Issues and Opportunities, Chapter 3 – Economic Development, Chapter 6 – Transportation, Chapter 7 – Housing, Chapter 15 – Neighborhood E (National Avenue East Corridor), Chapter 16 – Neighborhood F (Urban Neighborhood South), Chapter 17 – Neighborhood G (South Moorland Road Corridor), Chapter 18 – Neighborhood H (Westridge & Moorland Road), Chapter 19 – Neighborhood I (National Avenue West Neighborhood), Chapter 20 – Neighborhood J (I-43 & Racine Quarries), Chapter 21 – Intergovernmental Cooperation, Chapter 22 – Implementation," a copy of the text amendments to the chapters are attached as Exhibit A, which contain amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

SECTION IV

The City held a public hearing on November 9, 2016 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally accept the documents entitled, City of New Berlin Plan Commission Resolution 16-03 "**A Resolution adopting the amendments to the City's 2020 Comprehensive Plan Chapter 1 – Introduction, Chapter 2 – Issues and Opportunities, Chapter 3 – Economic Development, Chapter 6 – Transportation, Chapter 7 – Housing, Chapter 15 – Neighborhood E (National Avenue East Corridor), Chapter 16 – Neighborhood F (Urban Neighborhood South), Chapter 17 – Neighborhood G (South Moorland Road Corridor), Chapter 18 – Neighborhood H (Westridge & Moorland Road), Chapter 19 – Neighborhood I (National Avenue West Neighborhood), Chapter 20 – Neighborhood J (I-43 & Racine Quarries), Chapter 21 – Intergovernmental Cooperation, Chapter 22 – Implementation,"** a copy of the text amendments to the chapters are attached as Exhibit A pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

SECTION VI

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

SECTION VII

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

SECTION VIII

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

PASSED AND ADOPTED by the Common Council this 15th day of November, 2016.

APPROVED:

David A. Ament, Mayor

Countersigned:

Daniel Green, City Clerk

CHAPTER 10: LAND USE PLAN

Revisions approved by Council on 6/10/2025 via Ordinance # 2703 and 2707.
Revisions approved by Council DATE via Ordinance # 2719

LAND USE PLANNING IN RELATION TO STATE STATUTES

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

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

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

EXISTING LAND USES

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

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

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

1-Includes off-street parking areas.

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

3- Includes extractive, landfills and unused land.

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

The categories were matched as closely as possible.

The predominate property type is used in this table. Wetlands, woodlands/forests and surface water were not calculated separately. We also did not differentiate betwee

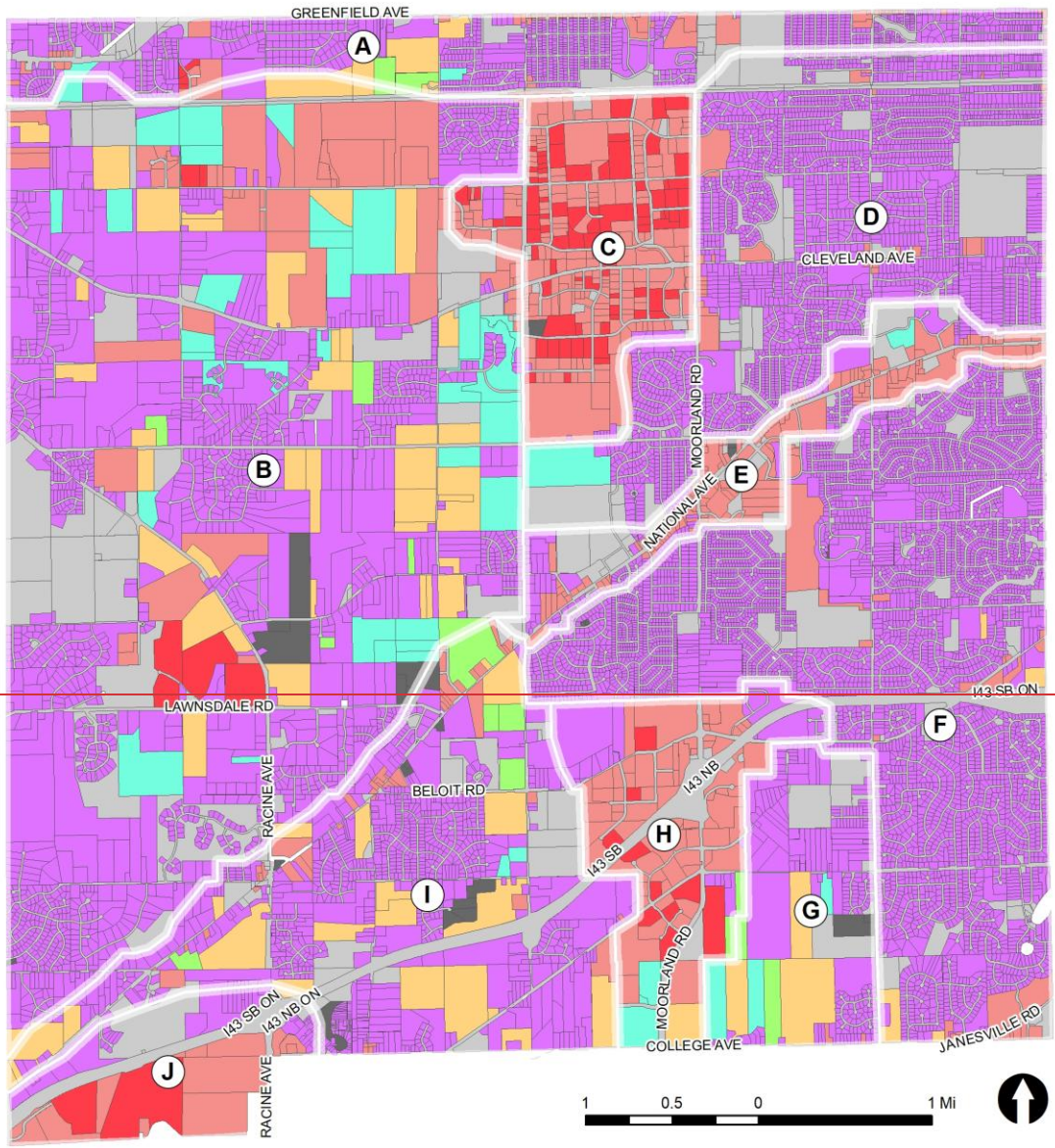
urban and non-urban for 2020.

Figure 10.1. City of New Berlin Land Use Trends
Source: SEWRPC & City of New Berlin Assessment Data

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

EXISTING LAND USE

with Neighborhood Overlay



EXISTING LAND USE

- No Value Assigned
- Agricultural
- Commercial
- Exempt
- Forest
- Manufacturing
- Residential
- Undeveloped

March 2024

COMPREHENSIVE PLAN 2030

City of New Berlin, Wisconsin

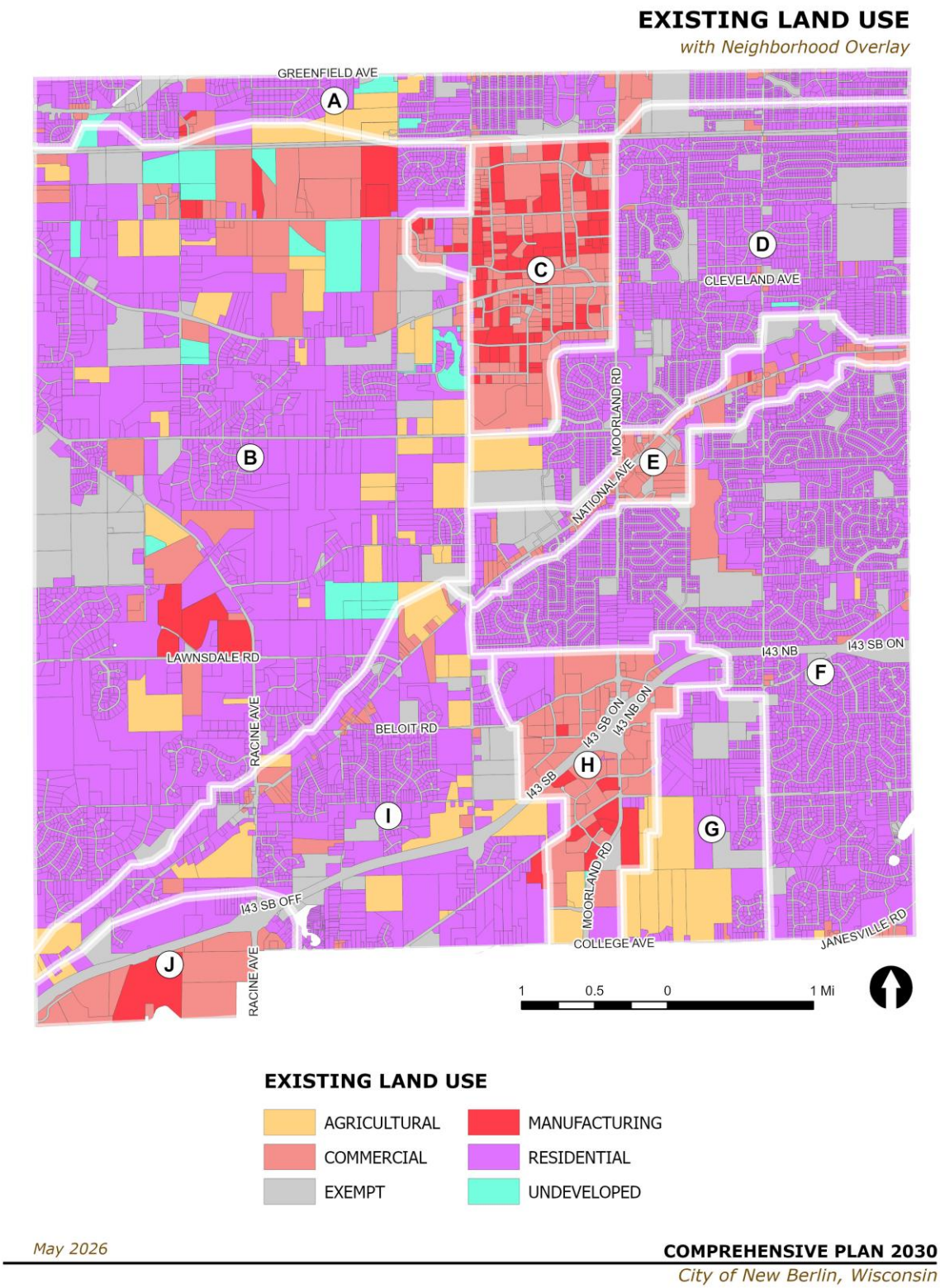


Figure 10.2. Existing Land Use Map of the City of New Berlin. UPDATE MAP IF PUD IS APPROVED.

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

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

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

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

LAND USE POLICIES

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

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

Policy 1: Managed Growth

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

Policy 2: Urban Boundaries

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

Policy 3: Compatible Land Uses

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

Policy 4: Infrastructure

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

Policy 5: Neighborhood Preservation

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

Policy 6: Rural Character

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

Policy 7: Urban and Rural Distinction

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

Policy 8: Open Space

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

Policy 9: Development Quality

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

These principles create an overall policy framework for the city.

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

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

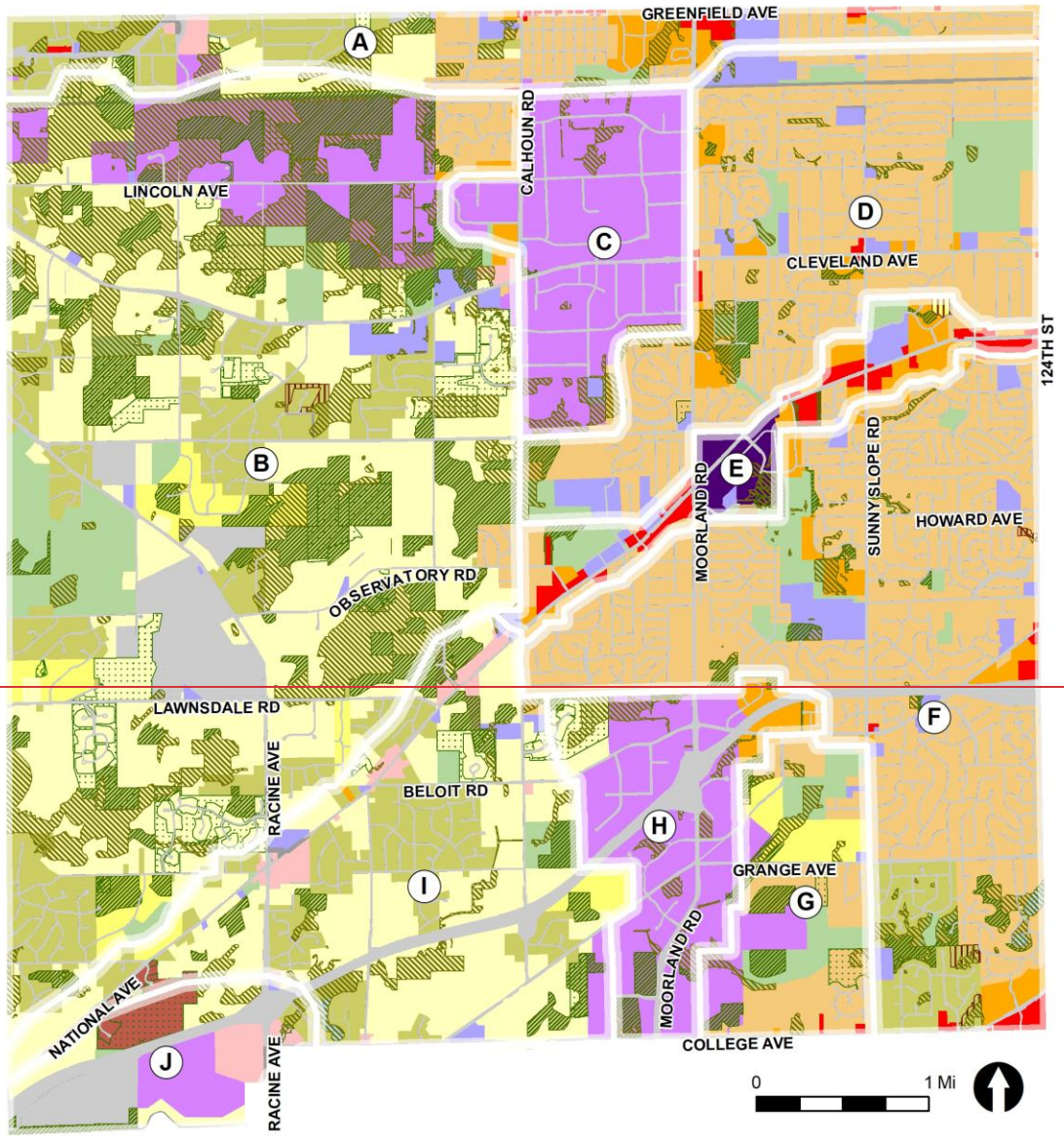
The Land Use Plan cannot be successfully implemented by looking only at the physical attributes of growth. Diverse and healthy communities grow in all three areas, and a balance should be achieved to provide a quality environment for residents and business owners.

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

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

FUTURE LAND USE PLAN

with Zoned Conservancy and Neighborhood Overlay



LEGEND

- Business Park / Industrial
- Institutional
- City Center Mixed Use
- Suburban Commercial
- Rural Commercial
- Mixed Use Residential
- City Center Single Family Res
- Urban Residential
- Suburban Residential
- Country Residential
- Residential Estate
- Quarry Park Residential
- Transportation
- Park
- Quarry
- Water

Zoned Conservancy Districts

- C-1 Upland Resource
- C-2 Shoreland Wetland
- C-3 Permanent Open Space

March 2024

COMPREHENSIVE PLAN 2030

City of New Berlin, Wisconsin

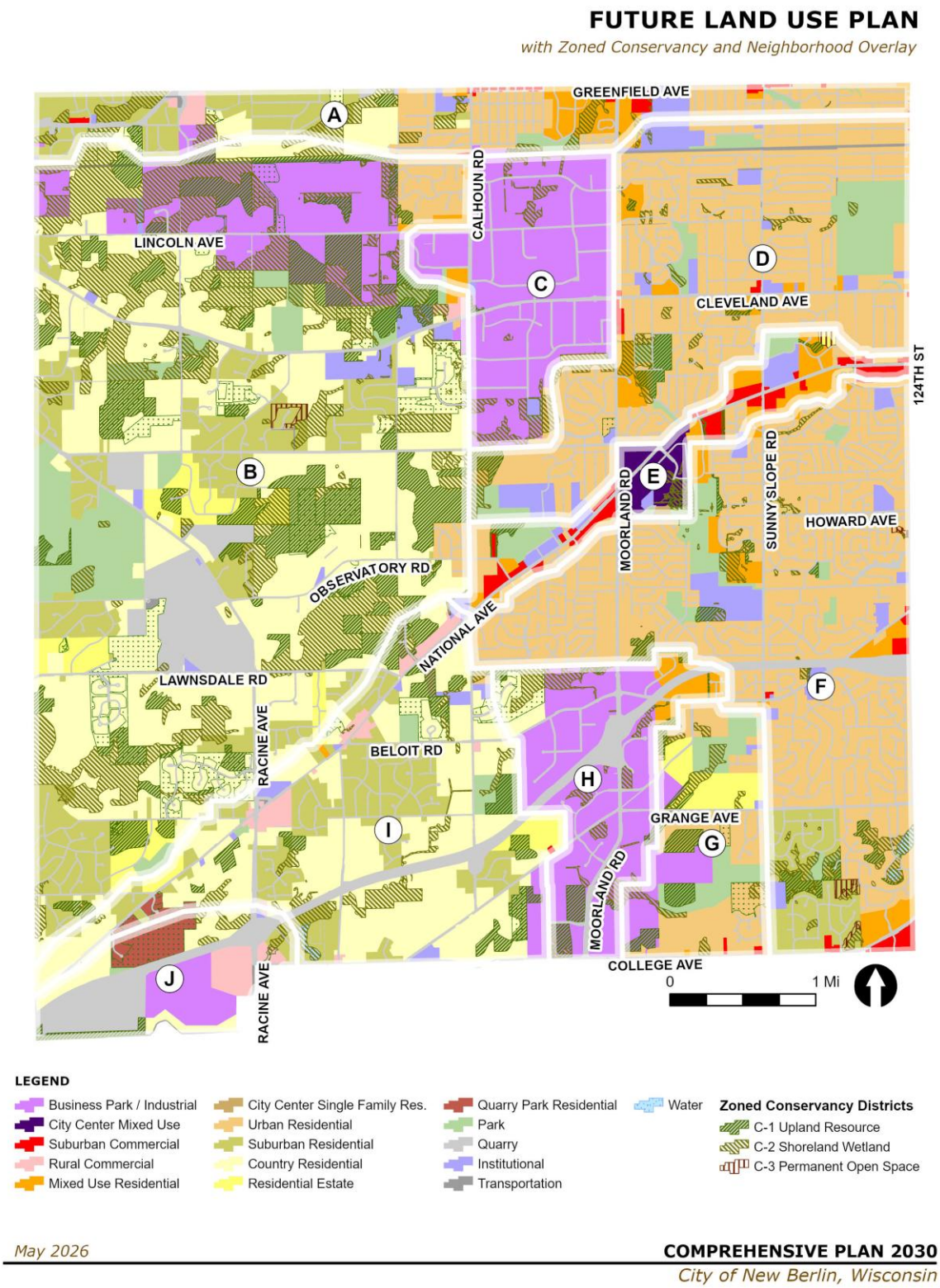


Figure 10.3. Future Land Use Map for the City of New Berlin. UPDATE MAP IF PUD & COMP. PLAN IS AMENDMENT IS APPROVED.

Section 34 – 35 – South Moorland Road Corridor

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

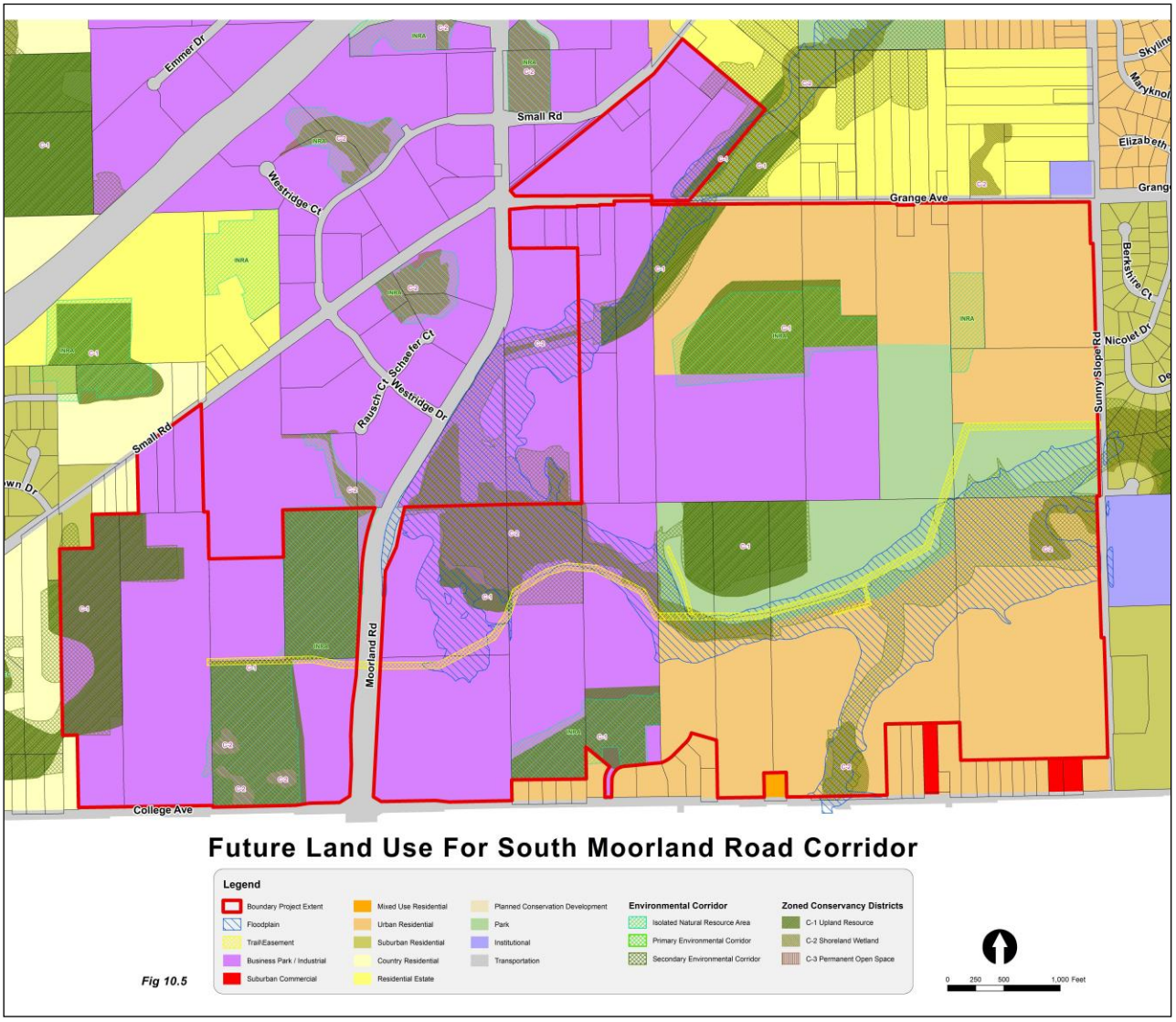


Figure 10.4 Future Land Use Map for South Moorland Road Corridor. UPDATE MAP IF PUD & COMP. PLAN IS AMENDMENT IS APPROVED.

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

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

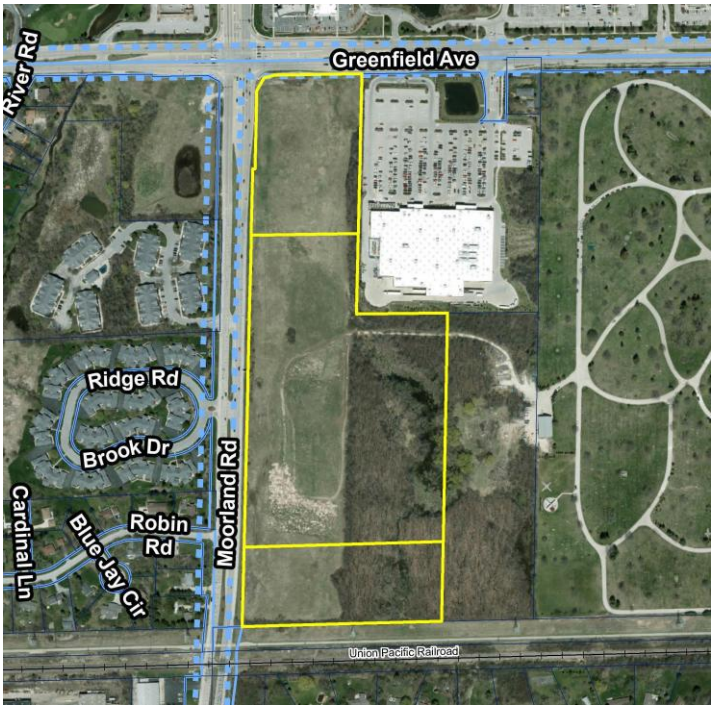


Fig. 10.5 North Moorland Road Corridor Map.

Urban Residential

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

The corresponding zoning districts are:

- R-4 (Low-Density Single-Family Residential) which has a not-to-exceed density of 2.2 dwelling units per net residential acre for new large lot subdivisions to be served by public sanitary sewer and water facilities.

- R-4.5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 2.9 dwelling units per net residential acre, served by public sanitary sewer and water facilities.
- R-5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 4.3 dwelling units per net residential acre, served by public sanitary sewer and water facilities. It should be noted that the City's current zoning ordinance states that "no unplatted lands" should be placed into the R-5 District.
- R-6 (Section 35 Low-Density Single-Family Residential) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). The R-6 Low-Density Single-Family Residential District is intended to provide for single-family residential development within Sections 34 and 35 with a minimum lot sizes similar to those in the above zoning districts and served by public sanitary sewer and water facilities. The Plan Commission and Common Council may approve smaller lot sizes pursuant to the city's zoning and subdivision codes and the vision for Neighborhood "G", in order to protect environmental features such as woodlands and tree lines, provide for additional tree protection and/or avoid steep topography. All lots shall adhere to the City's adopted zoning and subdivision codes. Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

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

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

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

reviewing the requests. The City has created a home loan grant application which is located on the City's website.

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

Suburban Residential

The Suburban Residential designation reflects the rural setting of the existing residential areas on the western half of the City. Lots in this category are generally located in existing subdivisions that have already been developed at higher densities than the surrounding Country Residential area. The Suburban Residential areas are typically served by private on-site sewerage disposal systems and private wells. On average, lots are 35,000 square feet in this district. New development may occur as infill development, but are not expansions to the existing subdivisions. Infill development is the development of vacant lots within existing subdivisions.

The corresponding zoning district is:

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

Residential Estate

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

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

The corresponding zoning district is:

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

Country Residential

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

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

The corresponding zoning district is:

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

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

Quarry Park Residential

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

The corresponding zoning district is:

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

by the homeowners association and/or the homeowners in the subdivision. A developer agreement shall be in place.

Mixed Use Residential

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

The corresponding residential zoning districts are:

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

Business Park / Industrial

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

The Business Park / Industrial land use is placed in areas where there will be a minimal impact on residential uses and the natural environment. In addition, Business Parks parcels are generally

located near major transportation corridors that can accommodate the truck and automobile traffic generated by such developments.

The corresponding zoning districts are:

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

City Center – Mixed Use

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

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

City Center – Single-Family

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

The corresponding zoning district is:

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

Suburban Commercial

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

Developers will be encouraged to establish creative commercial centers that do not place emphasis on the parking areas, but on the commercial uses themselves. This can be accomplished by placing some parking to the side or behind buildings and utilizing internal

landscaping throughout the parking areas. Signage and lighting should be placed and designed to ensure visibility without being excessive.

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

The corresponding zoning districts are:

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

Rural Commercial

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

Rural Commercial should be located primarily along National Avenue west of Calhoun Road. These uses should be located in enclosed structures. Where outdoor storage and sales are necessary, they should be located in the side or rear yards. Landscaping and screening should be used to minimize the transition from agricultural and rural residential uses to these commercial developments. Lighting should be carefully evaluated. Rural commercial architectural design standards should be adhered to. The Rural Commercial Design Guide shall be used to aid

development. As properties apply for rezoning requests in these areas, the B-3 and B-5 Districts shall be considered to be more suitable than the B-2 District.

The corresponding zoning districts are:

- B-2 (General Retail Sales and Service) which is intended to accommodate a broad range of retail sales and service uses and provide for orderly and attractive development and grouping in appropriate and convenient locations for small lot business activities of a general nature. The minimum lot size for this district is 40,000 square feet.
- B-3 (General Bulk Sales) which is intended to accommodate the needs of the agricultural community for the western portion of the community without detracting from the character of the area. This district allows for outdoor storage, outdoor sales and automotive sales, service and repair. The minimum lot size for this district is 3 acres.
- B-5 (Rural Commercial District) which is intended to accommodate the needs of the agricultural community with a range of retail sales and service uses. The uses of these areas are intended to provide convenience for farms and the growing residential uses in the western area. The minimum lot size for this district is 40,000 square feet.

Institutional

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

Parks

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

The corresponding zoning districts are:

- P-1 (Park and Recreation District) is intended to provide areas where open space and outdoor recreational needs of the citizens can be met without the undue disturbance of natural resources and adjacent uses. When applied to privately owned recreational lands, this district is intended to avoid the conversion of such lands to other urban uses without adequate public review and approval. The district should be used for areas designated as parks in the adopted New Berlin Comprehensive Plan.
- P-2 (Section 35 Park Complex District) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). The P-2 Section 35 Park Complex District is intended to provide an area for a regional amenity that would provide tournament, practice and game space for baseball, softball and/or soccer. The District will also incorporate neighborhood park elements for neighboring residents. The complex will provide a buffer between the residential and business park land uses and may be expanded to create additional meaningful passive recreational opportunities and utilize the City's utility easement / public trail to create more of a linear parkway. Uses may include, but are not limited to, passive recreational trails, fishing ponds, winter sports activities, snowshoeing, cross country skiing, sledding, nature trails, bird watching and interpretive exercise trails. Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

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

Quarry

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

subdivision encompasses a portion of the former Kohler Sand & Gravel Mine and resulted in the complete restoration of approximately 65 acres of formerly mined land.

Conservancy Areas

C-1 Upland Resource Conservancy Zoning

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

C-2 Shoreland-Wetland Conservancy Zoning

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

C-3 Permanent Open Space/Conservation Zoning

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

Environmental Corridors

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

Map of Potential Conservation Areas

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

LAND USE PLANNING IN WAUKESHA COUNTY

Under Wisconsin State Statutes, counties are required to incorporate into the county development plan all master plans that have been duly adopted by incorporated cities and villages under the State of Wisconsin City Planning Enabling Act. However, the Statutes do not provide direction as to resolving conflicts between county adopted land use objectives and local master plans. To address this issue, the Waukesha County Comprehensive Plan Advisory Committee determined specific approaches to be implemented during the County Plan process. The following County approaches are those which apply directly to New Berlin's Comprehensive Plan:

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

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

LAND USE PLANNING IN THE REGION

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

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

CHAPTER 17: NEIGHBORHOOD G

SECTIONS 26 AND 35 – SOUTH MOORLAND ROAD CORRIDOR

Revisions approved by Council on 10/13/2015 via Ordinance #2553
Revisions approved by Council 11/15/16 via Ordinance #2579
Revisions approved by Council DATE via Ordinance # 2719

The land west of Sunny Slope Road and east of the Westridge area offers a unique opportunity in the city. On the one hand, the neighborhood has a rural character much like western New Berlin. On the other hand, it is tucked between newer urban neighborhoods to the east, and the Westridge Business Park. Moorland East Business Park and ~~/~~ Moorland Road corridor to the west.

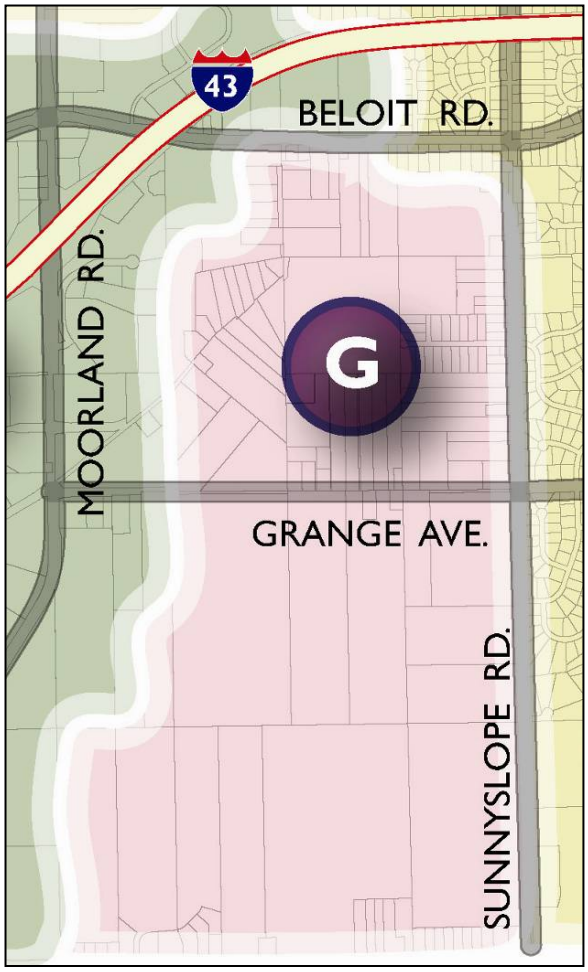


Figure 17.1. Neighborhood G Context Map.

The neighborhood boundaries include Beloit Road to the north, Sunny Slope Road to the east, the City limits to the south, and generally the industrial lands to the west (Figure 17.1). The neighborhood is located in the Root River watershed~~,~~ and is currently divided from the Westridge area by a significant environmentally sensitive valley. The northern third of the area (portions of Section 26) is served by sewers and consists mainly of a park and larger residential lots. The existing residential homes in the southern half (Section 35) that are not part of a platted subdivision, are not served by sewers and consists primarily of larger agricultural parcels; however, in 2011 the City amended the current Sewer Service Area (SSA) and the New Berlin Urban Service Area Boundary (NBUSAB) in order to serve future development. The extension of water main and interceptor sewer from Sunny Slope Road to Moorland Road westward to service new development in this area has been installed. Local sewers and water mains will need to be installed at the time of development. As of 2026, there are three new residential subdivisions located within the boundaries of Section 35 that are served by sewer and water.

While it is not reasonable to expect full retention of agricultural uses in the long term, there is an opportunity to balance new development with the preservation of natural features. If property owners wish to continue using their properties for agricultural uses, the City should support those uses. However, as pressure grows to convert those farms to other uses, the City should use proposed plans and regulations to achieve a cohesive long-range vision for the neighborhood.

PUBLIC INPUT

Initial Neighborhood Meeting

On March 18, 2008, residents and property owners in Neighborhood G met (Figure 17.2) to learn about the comprehensive planning process and to complete an image preference survey (Figure 17.3). For the survey, attendees were instructed to rate individual images, divided by land use, based on two factors: 1) whether or not the use was desirable for their neighborhood, and 2) whether or not they liked the overall image. Prompts were provided with each image, e.g. "setback", "building character", that helped to focus the rating for each image. Twenty-five attendees completed the image preference survey.

Attendees were to rate the images only for their neighborhood, not the entire city. After the survey, attendees had an opportunity to discuss what uses they would like to see in New Berlin as a whole. The highest-rated images for each of the following positively-rated categories are shown throughout this chapter.

- Multi-family Housing – Preferred characteristics included smaller complexes with natural open space features, front porches, accessible entries, and façade detail.
- Road Design – Desired characteristics included landscaping along the street right-of-way, landscaped medians, and on-street bike lanes where appropriate.
- Open Space – Preferred open space characteristics included retaining natural and environmental areas, water retention features, and pathways.

These categories were considered appropriate for Sections 26 and 35. Attendees also rated images for the following four categories, which were not considered preferable for the neighborhood:

- Commercial Retail
- Business Office / Light Industrial
- Parking
- Commercial Signage

Subsequent discussion supported that these uses were not desirable in the neighborhood, with the exception of

Figure 17.2. Neighborhood G Meeting, March 18, 2008.

light industrial where additional Westridge / Moorland Road corridor properties may be accommodated. Appendix K provides the full summary of highest-rated and lowest-rated images for Sections 26 and 35.

New Berlin Comprehensive Plan Update

DESIGN PREFERENCE SURVEY
BACKGROUND INFORMATION - Neighborhood B (54)

1. **WHAT IS YOUR GENDER?**
   - □ FEMALE = 44.5%
   - □ MALE =55.5%
2. **HOW MANY PEOPLE LIVE IN YOUR HOUSEHOLD ON A REGULAR BASIS?**
   - □ 1 = 13.2%
   - □ 2-3 = 69.8%
   - □ 4-5 = 13.2%
   - □ 6 OR MORE = 3.7%
3. **OF THOSE LIVING IN YOUR HOUSEHOLD, HOW MANY ARE CHILDREN (UNDER THE AGE OF 18 YEARS OLD)?**
   - □ 0 = 83.0%
   - □ 1-2 = 13.2%
   - □ 3-5 = 3.7%
   - □ 6 OR MORE
4. **WHAT IS YOUR AGE?**
   - □ UNDER 18 YEARS OLD
   - □ 18-24 YEARS OLD = 1.8%
   - □ 25-34 YEARS OLD = 5.6%
   - □ 35-44 YEARS OLD = 11.3%
   - □ 45-54 YEARS OLD = 24.5%
   - □ 55-64 YEARS OLD = 26.4%
   - □ 65 YEARS OR OLDER = 30.1%
5. **HOW LONG HAVE YOU LIVED IN NEW BERLIN?**
   - □ LESS THAN A YEAR = 1.8%
   - □ 2-3 YEARS = 1.8%
   - □ 3-5 YEARS = 9.4%
   - □ 6-10 YEARS = 5.6%
   - □ 11-20 YEARS = 32.0%
   - □ MORE THAN 20 YEARS = 49.0%
   - □ DO NOT LIVE IN NEW BERLIN
6. **WHAT TYPE OF RESIDENTIAL BUILDING DO YOU LIVE IN?**
   - □ SINGLE FAMILY = 98.1%
   - □ DUPLEX
   - □ MULTI-FAMILY (MORE THAN 2 UNITS)
   - □ CONDOMINIUM = 1.9%
   - □ MOBILE HOME
   - □ ELDERLY HOUSING
   - □ OTHER (PLEASE SPECIFY)
7. **DO YOU OWN OR RENT YOUR HOME?**
   - □ OWN = 100%
   - □ RENT
   - □ OTHER (PLEASE SPECIFY)
8. **WHERE DO YOU LIVE IN NEW BERLIN? (USE MAP ON BACK OF THIS PAGE)**
   - □ AREA A
   - □ AREA B
   - □ AREA C
   - □ AREA D
   - □ AREA E
   - □ AREA F
   - □ AREA G
   - □ AREA H
   - □ AREA I
   - □ AREA J
9. **DO YOU WORK IN NEW BERLIN?**
   - □ YES = 25.0%
   - □ NO = 75.0%
10. **PLEASE WRITE AN "X" TO INDICATE THE TYPES AND NUMBER OF PROPERTIES YOU OWN IN NEW BERLIN:**

	1 property	2-3 properties	4 or more properties	I do not own this type of property
Residential	50	4	1	
Commercial				
Industrial	3	1		
Other	4	5		

Figure 17.3. Background Information Summary for Neighborhood G Listening Session Survey Respondents.

Neighborhood Review Meeting #1

Neighborhood G reconvened on October 15, 2008 to review the results of the survey and discuss future land use recommendations. Recommendations included a revised single-family residential density and new residential district, multi-family residential as a transitional use between single-family units and the business park, a regional stormwater detention facility, additional business / industrial, and a potential regional sports complex.

Neighborhood Review Meeting #2

Neighborhood G convened again on February 4, 2009 to discuss future land use recommendations and the development concept for the neighborhood. Construction along Grange Avenue was a topic of discussion; City staff explained that only minor intersection improvements would be made to the roadway as development occurred adjacent to the corridor. There were no plans at that time for Grange Avenue to be expanded to a four-lane road. Attendees reviewed the development concept for the neighborhood, including residential development at a density of two units per acre with 40% overall open space, industrial lands, and stormwater management. Attendees inquired as to the capacity of the Elmwood School and how the new residential development would impact that capacity.

City staff discussed the proposed traffic management plan for both Neighborhoods G and H. The following items were discussed as traffic management strategies separate of the proposed concept plan for Neighborhood G:

- The intersection of Sunny Slope Road and Grange Avenue may require signals and designated turn lanes.
- At the intersection of Sunny Slope Road and College Avenue, a right turn lane would be added to Sunny Slope Road.
- Moorland Road would need to be widened to four lanes from Grange Avenue to College Avenue.

Development in the area would only require additional turn lanes and access points. The City would look to developers for assistance for roadway improvements (see Appendix L: Section 35 TIA).

Utility plans for the neighborhood were also discussed at the meeting. City staff explained that currently, there is an interceptor sewer at Brook Hollow Court, and considerations were being made as to how that sewer would run across Neighborhood G into Neighborhood H. The City would need for the sewer to reach Moorland Road in order to provide basic sewer service. Doing so would also allow the elimination of a lift station that is located on Moorland Road near the Westridge Business Park.

City staff also discussed how the interceptor sewer would be routed assuming the stormwater complex remains. The interceptor could be routed around the stormwater complex and follow

the Tess Corner Creek to Moorland Road. From there, a leg would branch off to the north. An interceptor sewer is not intended to provide local sewer to the given areas of the Neighborhood G concept, but would be considered a major conveyance line. Local sewers could be connected to the interceptor. By routing the interceptor sewer, it also gives the opportunity to route water to Moorland Road. Having an interceptor sewer in the area does not equate to having sewer availability. Sewer would have to branch off of the interceptor and work its way through the street complex to a specific location. Developers would be required to put in a local sewer to bring sewer availability to a given area.

Attendees were informed that the concept would not be constructed in one phase, and that development would begin approximately four to five years out. Undeveloped land would continue in its current agricultural use. Attendees discussed a proposed trail system that would circle the Tess Corners stormwater management area. Trails were considered to be a positive attribute so long as they were not located directly adjacent to the backyards of property owners.

Attendees inquired about the Tess Corners area, to which City staff explained that construction was contingent upon the acquisition of appropriate funds. Developers would be required to have stormwater management areas on their own sites without Tess Corners. The City of Muskego was the jurisdiction responsible for coordinating this project with the Wisconsin Department of Natural Resources (DNR).

Neighborhood Review Meeting #3

On April 20, 2009, interested parties attended the final review meeting for both Neighborhoods G and H. Attendees inquired as to the size of Tess Corners; City staff explained that the area would be mostly dry and comprise roughly 100 acres. It was conveyed that attendees preferred alternative stormwater management techniques over the presence of retention ponds. Additionally, attendees inquired as to the exact location of wetlands in the neighborhood. City staff explained that there may be mapped wetlands, but they would have to be field delineated to confirm specific locations.

One attendee asked about which interceptor would be used to connect new development to the sewer. City staff reiterated that the existing interceptor is located next to Sunny Slope Road just north of Elmwood School. The concepts include extending that sewer pipe to the west.

Concerns were raised regarding the high level of detail on the concept plan presented at the meeting. City staff explained that the high level of detail allows for more tailored feedback from attendees, Steering Committee members, and the Plan Commission as development concepts move forward in the future. Attendees again asked about the impact of development on the Elmwood School, to which City staff explained that the School District had expressed being able to handle the increase over the long term.

Attendees requested to preserve the views along Grange Avenue wherever feasible, and questioned how Grange Avenue would not need reconstruction despite the increase in neighborhood density. City staff described the process for calculating traffic increases over time, and explained that Grange Avenue would eventually need reconstruction for other reasons (e.g. multiple layers of pavement and fading lines).

Neighborhood "G" Area Site Tour

On April 25, 2009, interested parties including the Steering Sub-Committee were invited to attend a Site Tour of Neighborhood G. The Site Tour was set up to assist the Sub-committee in making land use, transportation, land preservation, storm water management, utility, and economic development decisions as part of the Comprehensive Plan process. A list of issues was prepared for attendees to consider during the tour, including:

1. Views – Consider the views into and out of the site to determine areas to protect, impact on surrounding properties, and opportunities for special features and open space amenities.
2. Context – Relationship to existing development surrounding the site and any proposed development adjacent to the project area. Natural features or environmental constraints that exist that should be protected or include development restrictions.
3. Topography – Understand the land to determine constraints for development, utilities, drainage, and road development.
4. Transportation Access – Review the potential vehicular access points into the site, as well as through the site. Identify areas where topography or natural features prevent continuous transportation linkages.
5. Storm Water Management – Understand the natural lay of the land, current drainage ways, and opportunities for alternative stormwater management techniques, and impacts from adjacent properties.
6. Trails – Consider appropriate linkages and opportunities for trails on the site, as well as linkages to adjacent properties.
7. Size – Realize the size of the property in relation to surrounding development, opportunities for phasing, and how long it might take for this area to develop.

These issues should be reviewed for any new development in this neighborhood.

Chapter 17 Update – 2014 - 2015

Summary Update and Public Participation Activities including several Neighborhood Focus Group Meetings, Discussions, and Open Houses for the South Moorland Road Corridor Sections 34 and 35.

The Department of Community Development has actively been going through the process of seeking public input on the Master Planning of Sections 34 and 35 now referred to as South Moorland Road Corridor. The Sections 34 and 35 Master Planning area is generally bounded by

Sunny Slope Road to the East, Moorland Road to the West, Grange Avenue to the North and College Avenue to the South.

In 2012, the City undertook the task of preparing a Comprehensive Plan Amendment for the Section 35 – South Moorland Road Corridor area. As part of that process a series of four Focus Group meetings were held to gather input from residents within the neighboring areas. This amendment included the expansion of the Business Park/Industrial area by about 200 acres. During the focus group meetings, Staff and the elected officials received significant community opposition to the proposed changes. The Common Council made the decision to end discussions on any amendments to Sections 35 prior to the project being presented to the Plan Commission.

In January of 2014, the City organized a meeting with concerned residents from the neighborhoods to the east of Section 35 regarding the future planning of this area. There was an interest in renewing the 2012 project in order for the City and residents to have more control in the ultimate build-out of the South Moorland Road Neighborhood by setting up the land uses, development policies and Zoning Code regulations for the area prior to development occurring. After that meeting the Department of Community Development began the process to re-evaluate the land uses and Comprehensive Plan for this area.

Significant outreach took place throughout 2014 and 2015 to meet with neighborhood representatives to the east, residents along both College Avenue and Grange Avenue, the current land owners and/or their representatives within Section 35 and the community as a whole. Below is a list of the public participation activities completed as of 3/23/2015:

Meetings:

- January 2014 – Meeting with neighbors east of Sunny Slope.
- May 29, 2014 – Loomis Land Owner Interview.
- May 23, 2014 – Ray Saltzman – Land Owner Interview.
- May 23, 2014 – Thompson Corporation – Land Owner Interview.
- April 10, 2014 - Residents from Subdivisions East of Sunny Slope Road.
- June 3, 2014 – Grange Avenue Residents.
- June 5, 2014 – College Avenue Residents.
- June 12, 2014 – Large Land Owners within Section 35.
- October 29, 2014 – DCD site walk of Section 35.
- November 19, 2014 – Meet with Thompson Corporation regarding Section 35.
- November 25, 2014 – New Berlin Pastor Leadership Meeting.
- December 1, 2014 – Plan Commission – Presentation of a summary memo, dated November 10, 2014, on Section 35 Master Planning Updates.
- December 9, 2014 - Residents from Subdivisions East of Sunny Slope Road.
- December 11, 2014 – Update with Police Chief Joe Rieder & Fire Chief Lloyd Bertram.
- December 19, 2014 – Update with Superintendent Joe Garza.

- January 8, 2015 – Conference Call with Shelly Strasser with WA-WM School District. She serves as the Recreation & Community Services Program Director for the WA-WM School District. We discussed with her their success using crowd-funding for fitness stations at McKinley Park.
- January 13, 2015 – Staff meeting with Mark Schroeder to discuss needs for the park complex area. Discussed what types of soccer and baseball needs the City has.
- January 15, 2015 – Residents from Subdivisions East of Sunny Slope Road.
- January 19, 2015 – Staff meeting with Thompson Corporation to update them on our work to date.
- February 4, 2015 – Conference Call with Eileen Kelley, Planning Director for the City of Middleton. Discussed some of the projects going on there. Some of which included a multi-modal trail with recreational equipment, large preservation areas, and a lifestyle center.
- February 5, 2015 – Staff meeting with Mike Zimmerman and Tom Johns with MKE Sports Entertainment, to discuss their ideas on Sports Complexes in the region. They have been involved with the Rock in Franklin, the WAVE and many other sports related ventures. We wanted to learn from them about what has worked and what hasn't.
- February 18, 2015 – Zoning Code Committee Meeting #1 held at City Hall.
- February 19, 2015 – Staff attended the New Berlin Chamber of Commerce Legislative Update Breakfast - 1st Quarter General Membership meeting held at the New Berlin Banquet Center. Staff discussed the area with a few people at the event. Mayor also mentioned it as part of his presentation.
- March 18, 2015 – Update with Superintendent Joe Garza.
- March 18, 2015 – Staff meeting with a developer interested in this area of the City.
- March 19, 2015 – Update with Mayor, Alderman Harenda and DCD Staff. Provided update on Storm Water Management Plan, TIA, Zoning Code Committee work to date, and park complex alternatives.
- March 19 – 20, 2015 – Staff attended the Chamber's Discover New Berlin event held at Eisenhower High School. Information was available about Section 35 at this event and staff discussed the area with several residents.
- March 30, 2015 – June, 2015 – DCD Staff held open office hours and was available to discuss the South Moorland Road Corridor. Staff held office hours in the Council Chambers and Conference Room A/B at City Hall.
    - Staff held 15 office hours during the day on Monday, Wednesday and Friday's from 8:00 to 9:00 and 3:30 to 4:30.
    - Staff held 8 evening office hours prior to the Council meetings and in conjunction with Alderman Harenda's Tuesday Office Hours.
    - Staff held 6 Saturday office hours.
- April 10, 2014<u>5</u> – Staff meeting with the Mayor and Alderman Harenda to discuss next steps – discussed preparing access agreements for individual property owners to sign in order to allow the City to access their properties in order to survey a potential road location and park boundary. After this meeting, meetings with each property owner were held to go over the agreement.
- April 15, 2015 – Zoning Code Committee Meeting #2 held at City Hall.

- April 24, 2015 – Staff meeting with the Mayor and Alderman Harenda to discuss next steps – Additional park acreage to accommodate a larger park complex footprint to provide more parking, additional public space and buffer areas.
- April 29, 2015 – Staff meeting with Greg Johnson with Ehler's to request he prepare a cost-study and TIF feasibility analysis / Return On Investment Study for Section 35.
- Large Land Owners – Access Agreement Meetings for potential road right-of-way and park land purchase:
    - April 20, 2015 - Jim Rausch, Gajewski & Mike DeMichele & Attorney Brian Randall
    - April 21, 2015 & May 6, 2015 – Thompson – Dean Frederick
    - April 30, 2015 – Loomis
    - April 23, 2015 & May, 1 2015 - Ray Saltzmann
    - May 11, 2015 – Mr. and Mrs. Bosch
    - June 12, 2015 – All large landowners
- May 4, 2015 – Plan Commission Meeting – PC requested the Common Council set a Public Hearing Date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- May 12, 2015 – Staff meeting with John Biebreitz to review the draft TIA.
- May 13, 2015 – Staff meeting to review Comprehensive Plan Draft Plan amendments for Chapters 10, 17, and 18.
- May 21, 2015 – Staff met with Herbert Gross and Peter Gross with The Continental Divide Company, Ltd. Discussed Section 35 development options.
- May 27, 2015 – Meeting with Josh Gimble discussed Section 35 development options.
- June 3, 2015 – Staff meeting to discuss Section 34/35 Draft Public Improvement Plan. Greg Johnson with Ehlers attended.
- June 3, 2015 – DCD staff attended the Westridge Business Association Meeting and discussed Section 35 development options.
- June 8, 2015 – Staff meeting to discuss Section 34-35 Draft Public Improvement Plan. Greg Johnson with Ehlers presented his Section 35 ROI analysis to staff.
- June 11, 2015 – Staff meeting with Brian Riordan, Chuck Stadler, and Jack Price to review sports complex ideas.
- June 12, 2015 – Staff meeting with Section 35 large landowners. Discussed road layout.
- June 26, 2015 – Staff met with Ehler's to review Return on Investment study.
- June 5, 2015 – Upwards of 12,000 postcards were sent out to residents in the City of New Berlin notifying them of the office hours in June.
- August 20, 2015- Meeting with neighbors east of Sunny Slope.
- August 24, 2015 - Special Plan Commission Meeting / Workshop.
- September 9, 2015 – Plan Commission held the Public Hearing.

Open Office Hours:

- Saturday, March 28, 10:00 AM - 12:00 PM
- Wednesday, April 1, 8:00 AM - 9:00 AM
- Wednesday, April 1, 3:30 PM - 4:30 PM

- Friday, April 3, 8:00 AM - 9:00 AM
- Wednesday, April 8, 8:00 AM - 9:00 AM
- Wednesday, April 8, 3:30 PM - 4:30 PM
- Friday, April 10, 8:00 AM - 9:00 AM
- Tuesday, April 14, 6:00 PM - 7:00 PM
- Wednesday, April 15, 8:00 AM - 9:00 AM
- Wednesday, April 1,5 3:30 PM - 4:30 PM
- Friday, April 17, 8:00 AM - 9:00 AM
- Tuesday, April 21, 6:00 PM - 7:00 PM
- Wednesday, April 22, 8:00 AM - 9:00 AM
- Wednesday, April 22, 3:30 PM - 4:30 PM
- Friday, April 24, 8:00 AM - 9:00 AM
- Saturday, April 25, 10:00 AM - 12:00 PM
- Tuesday, April 28, 6:00 PM - 7:00 PM
- Wednesday, April 29, 8:00 AM - 9:00 AM
- Wednesday, April 29, 3:30 PM - 4:30 PM
- Friday, May 1, 8:00 AM - 9:00 AM
- Saturday, May 2, 10:00 PM - 12:00
- Tuesday, May 12, 5:00 PM - 7:00 PM
- Tuesday, May 19, 5:00 PM - 7:00 PM
- Tuesday, May 26, 5:00 PM - 7:00 PM
- Saturday, May 30, 10:00 AM - 12:00 PM
- Saturday, June 6, 8:00 AM - 10:00 AM
- Tuesday, June 9, 5:00 PM - 7:00 PM
- Tuesday, June 16, 5:00 PM - 7:00 PM
- Saturday, June 27, 8:00 AM -10:00 AM

Please See Appendix – R. A Public Participation Summary, dated June 29, 2015 on the South Moorland Road Corridor Neighborhood Plan and Comprehensive Plan Update. This memo has been ~~prepared and will be~~ provided to the Plan Commission and ~~. The summary~~ outlines common themes and comments heard during the above sessions.

2026 Update

A Neighborhood Meeting was held on May 13, 2026, to discuss the proposed Rockwell Automation development.

VISION

Neighborhood G is considered to be a sizeable land area in New Berlin that can accommodate the amount of development desired to offset the City's tax base and accommodate new businesses and residents. Planning for a specific scale of development in Neighborhood G may relieve development pressure City-wide, as the western half of New Berlin remains the area in which residents and businesses wish to maintain higher open space percentages.

In order to guide the City on policy decisions and better understand the impact on the School District, traffic patterns, stormwater and environmental features, conceptual plans were prepared for Section 35. Even though Neighborhood G is unique, it cannot be ~~independently~~ planned separately from Neighborhood H. The two neighborhoods are integrated and will share land uses, new roadway and trail connections and should be considered as one cohesive area. In determining an appropriate lot size for this Section, the team needed to better understand approximately how many units could fit into the residential portion identified on the Future Land Use Map based on various lot size combinations. Historically, this area called for a maximum gross density of 1 dwelling unit per 2 acres for the area located south of Grange Avenue. After careful review and looking at a variety of development concept scenarios, for what the land could hold in this area, rather than focusing on a density for this area, it was determined that lot size and various environmental constraints will be the focus. The lot sizes in this area under the R-6, Section 35 Low-Density Single-Family District, will have a minimum lot size similar to that of the adjacent subdivisions east of Sunny Slope Road. The Plan Commission and Common Council may approve smaller lot sizes pursuant to the City's zoning and subdivision codes and the vision for Neighborhood G, in order to protect environmental features such as woodlands and tree lines, provide for additional tree protection and/or avoid steep topography. All lots shall adhere to the City's adopted zoning and subdivision codes. The future land use map for Urban Residential in Section 35 identifies approximately 199 net acres of land to be developed under the newly created R-6 Zoning District. The vision for Section 35 includes the following elements that have been incorporated into the development of the plan:

- A business community that focuses on sustainable site and building design.
- Emphasis on preservation of significant environmental features such as: wetlands, woodlands, tree rows, floodplain and environmental corridors.
- Focus on green infrastructure and creative stormwater management elements.
- A system of meaningful pedestrian connections to create a walkable and connected community.
- Focus on sound planning and architecture practices.
- Layout that includes a mix of retail, commercial, office and light manufacturing within the Business Park/Industrial area.
- Provide residential subdivisions utilizing conservation style design to preserve the environmental features.

- ~~Provide residential subdivisions utilizing conservation style design to preserve the environmental features.~~
- Allow for flexible site design for both residential and non-residential development by creating Zoning Code standards that promote creativity and sustainability.
- Require significant buffers between contrasting uses and main thoroughfares.
- Provide a regional park complex.

The recommended development for Neighborhood G balances new residential areas with new business park land uses, as well as an approximately 96 acre park complex that would contain a mixture of active and passive park uses. Housing areas in Neighborhood G should reflect the character and quality of adjacent subdivisions classified as Suburban and Urban Residential on the future land use map. The southern portion of Neighborhood G, consisting mostly of Section 35, which is roughly the area of Grange Avenue to the North, College Avenue to the South, Moorland Road to the West and Sunny Slope Road to the East, shall be reserved for low-density single-family subdivision development that balances development with existing sensitive environmental features, including wetlands, woodlands, existing tree rows, floodplain and environmental corridors. Agricultural uses are encouraged to continue as open space, where appropriate, for the residential developments. As property owners desire to develop their properties, development should incorporate open space that integrates these agricultural lands and environmentally sensitive areas, particularly the stream valley. The valley will serve as a unique natural feature and appropriate buffers can be incorporated between residential developments and the existing Westridge / Towne Corporate Business Park and ~~future~~ Moorland East Business Park development. Future development should establish unique business park properties on the western portion of the neighborhood.

DEVELOPMENT POLICIES

1. Permit new single-family residential through the R-6, Section 35 Low-Density Single-Family Residential District and preserve open space lands to support the surrounding residential and business communities.
2. Allow additional business office uses east of Moorland Road to respond to the growing interest in New Berlin. Additionally, allowing more office uses should help to offset tax increases and reduce development impacts on the school district. Business park/industrial, office, commercial and/or retail uses should be separated from residential areas with open space, vegetative buffers, new landscaping, and existing environmental features including wetlands, woodlands, existing tree rows, floodplain and environmental corridors. In addition, uses complementary to the park complex may also be considered if their size and scope are determined to be compatible and well integrated with adjacent land uses (i.e. do not encroach into woodland, wetland, & floodplain areas, the site and architecture are designed to fit the area & compatible with immediately adjacent land uses, do not adversely impact traffic & circulation and serve the community].
3. ~~Now that the interceptor has been installed to service this area with sewer and water, c~~Continue to pursue the extension of local sewer and water mains to accommodate new development in the Section 35 area.
4. Encourage the continuation of agricultural uses as long as the property owners so desire. As agricultural lands transition to residential developments, the subdivision design could incorporate farming and agriculture uses as viable open space options.
5. Protect the stream valley and floodplain areas the Section 35 area from development through careful review of Shoreland Wetland Zoning and Floodplain requirements. Recognize its value as an environmentally sensitive corridor, as a boundary between the Westridge / Towne Corporate Business Park and future Moorland East Business Park development and proposed housing, and utilize the preserved open space as an amenity for future residential development.
6. The City should explore opportunities to expand the park system / park complex into areas adjacent to the floodplain and stream corridors (generally to the west of complex areas) in order to create additional meaningful, passive, recreational opportunities and to utilize the City's utility easement / public trail in order to create more of a linear parkway. Work in this area should be consistent with the City's Park and Open Space Plan. Uses in this expanded park area could include, but are not limited to, passive recreational trails, fishing ponds, winter sports activities, snowshoeing, cross country skiing, sledding, nature trails, bird watching, and interpretive exercise trails.
7. Permit new single-family development that will have a minimum lot size similar to that of the adjacent subdivisions east of Sunny Slope Road, pursuant to the city's zoning and subdivision codes and the vision for this neighborhood. ~~as stated above south of Grange Avenue.~~ The area north of Grange Avenue should develop at a density consistent with the existing zoning district. Through good subdivision design, density bonuses may be allowed pursuant to the City Zoning and Development Code requirements.

8. Encourage lot clustering to preserve the natural features and character that follows the City Zoning and Development Code requirements. These development standards are designed to further protect the natural character of the area through techniques such as the preservation of open space along road frontages, the preservation of mature vegetation, the use of natural topography to minimize visibility of development, preservation of stream corridors, and the preservation of scenic views. Utilize the City's Map of Potential Conservation Lands, and the various Section 35 concept plans prepared for this area to identify these natural areas in addition to on-site inspections and other available resources.
9. Encourage a three-dimensional approach for storm water best management techniques for improving the quality of groundwater and surface water.
10. As development occurs, require off-road paths and trail connections, where appropriate to connect to the City's Utility easement / public trail and on-road bike paths for both residential and non-residential development to create an interconnected trail system for much of the Section 34/35 area. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.
11. Include on-road bike paths for new streets and on existing streets where possible for non-residential development and major thoroughfares, and again, in order to create an interconnected trail system for much of the Section 34/35 area. Work to create linkages to the off-road paths and trail system through private development and/or public projects. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.
12. Any development applications shall adhere to the design considerations outlined as part of the Neighborhood G Area Site Tour section.
13. Encourage green / sustainable / LEED's building and site development techniques for new development as outlined in this Plan.
14. Require coordinated, pre-planned concepts / development proposals to ensure a cohesive and coordinated development pattern. Developments must take into consideration how adjacent parcels would be developed.
15. Although the City may wish to invest and construct roadway, public utility, storm water infrastructure improvements, the City should approve an overall official roadway map for the Section 34/35 area and require dedication of appropriate right-of-way areas, consistent with this map, at the time of land platting where private development is taking place. The development shall also construct the roadway, public utility, and storm water infrastructure to City specifications where the City deems it necessary in order to service that development and / or overall development for the area. Please see Appendix R - Public Participation Summary – South Moorland Road Corridor Neighborhood Plan and Comprehensive Plan Update dated June 29, 2015.
16. Development proposals shall include appropriate utility easements and/or roadway reservations or dedications to ensure public infrastructure (utility or roadway) extensions/connections and a coordinated development pattern are achieved.

17. Any future development requiring coordinated access and/or utility extensions in this area may require the applicant to submit a surety instrument to the City to cover future public improvements and cost contributions.
18. All utility extensions shall be at the expense of the developer to service their respective developments. The City shall endeavor to collect funds from future developments that connect into the utilities where appropriate and collected funds shall be redistributed back to the developer that installed the infrastructure.

AGRICULTURAL AND CULTURAL RESOURCES

Although Section 35 is the last large agricultural area in the eastern half of New Berlin, and has been identified for low-density single-family residential development, business park/industrial, office, commercial and/or retail development along with a park complex, New Berlin still has a vast amount of land that will be preserved through open space both in this area, as well as the western side of the city. Development in this area will accommodate expected population growth in the city balanced with the preservation of significant natural areas. Agricultural uses may continue until a change in land use is requested.

The New Berlin Landmarks Commission and the City jointly identified and mapped designated landmarks within the city, one of which is located in Neighborhood G. Approximately in the middle of Section 35 is a designated landmark where a collection of arrowheads was found by Joe Rausch (near the Root River). Refer to Chapter 4 for the city-wide New Berlin Landmarks map.

~~In addition, p~~Prior to development, developers will be required to review the National Heritage Inventory database available through the WDNR and Waukesha County to review for any architectural or histor~~y~~ic properties.

Survey Results: Open Space

Figures 17.4 through 17.6 illustrate the three highest-rated images for open space in Neighborhood G. Preferred open space characteristics included retaining natural and environmental areas, water retention features, and pathways.

Figure 17.4. Highest-Rated Image for Open Space.

Figure 17.5. Second Highest-Rated Image for Open Space.

Figure 17.6. Third Highest-Rated Image for Open Space.

A regional stormwater management plan was completed for the Section 34/35 area. Please refer to that study for more specific storm water management details.

Neighborhood G has a variety of significant environmental features, including secondary environmental corridors and woodland areas. In addition, potential soil limitations exist that should be considered when reviewing plans for development.

Because most of Neighborhood G is currently agricultural, there is ample opportunity to implement both large-scale and small-scale Best Management Practices, or BMPs (Figure 17.~~9~~7).

Refer to Chapter 5 – Agricultural & Natural Resources and the applicable regulating agencies for natural resources maps and additional information.

Recommendations

The recommendations listed below correspond with the numbers and symbols shown on the map in Figure 17.~~9~~7:

1. Vegetated swales are effective in filtering pollutants and reducing stormwater runoff velocity, in direct contrast to piped storm sewer conveyances. They can be implemented in narrow locations typically found between homes in Urban Residential areas located at the northeast portion of the site. Vegetated swales can be flatter than typical turf grass swales to increase residence time and to promote infiltration and evapotranspiration. This increases the spacing of catch basins or can eliminate the need for piped storm sewer conveyance in new construction.
2. This number is reserved for bio-filter infiltration basins, which are not recommended for specific locations in Sections 26 and 35. Should property owners in the neighborhood propose to install bio-filter infiltration basins, the appropriateness of such basins should be determined based on property characteristics.
3. This number is reserved for recessed parking and cul-de-sac islands, which are not recommended for specific locations in Sections 26 and 35. Should property owners in the neighborhood propose to install recessed parking and cul-de-sac islands, the appropriateness of such techniques should be determined based on property characteristics.
4. Stream banks along the watercourse that traverses the neighborhood should be inspected for areas that need to be stabilized to prevent further soil erosion in the headwaters of the Root River. In conjunction with the above-mentioned BMPs, stream bank stabilization can improve aquatic wildlife thereby providing opportunities for recreation. Forested areas should be inventoried to preserve significant trees and encourage healthy savannahs. Woodland areas provide excellent wildlife habitat as well as picnic and recreation areas.

5. Residential parcels can be outfitted with localized BMPs such as rain barrels and rain gardens. Rain barrels collect downspout drainage rather than allowing it to drain across yard and directly into waterways. Rain collected in rain barrels can be re-used to irrigate landscape areas. Rain gardens are localized infiltration basins that provide a means for stormwater runoff to cool, infiltrate and recharge the groundwater.
6. Proper master planning can provide opportunities to incorporate green corridors along the existing waterway. As a part of the green corridors, prairies can also be implemented in existing agricultural areas located at the central and southern portions of the neighborhood. Nature trails can be provided throughout the green corridors to allow residents to enjoy the stream, wildlife and native landscape.

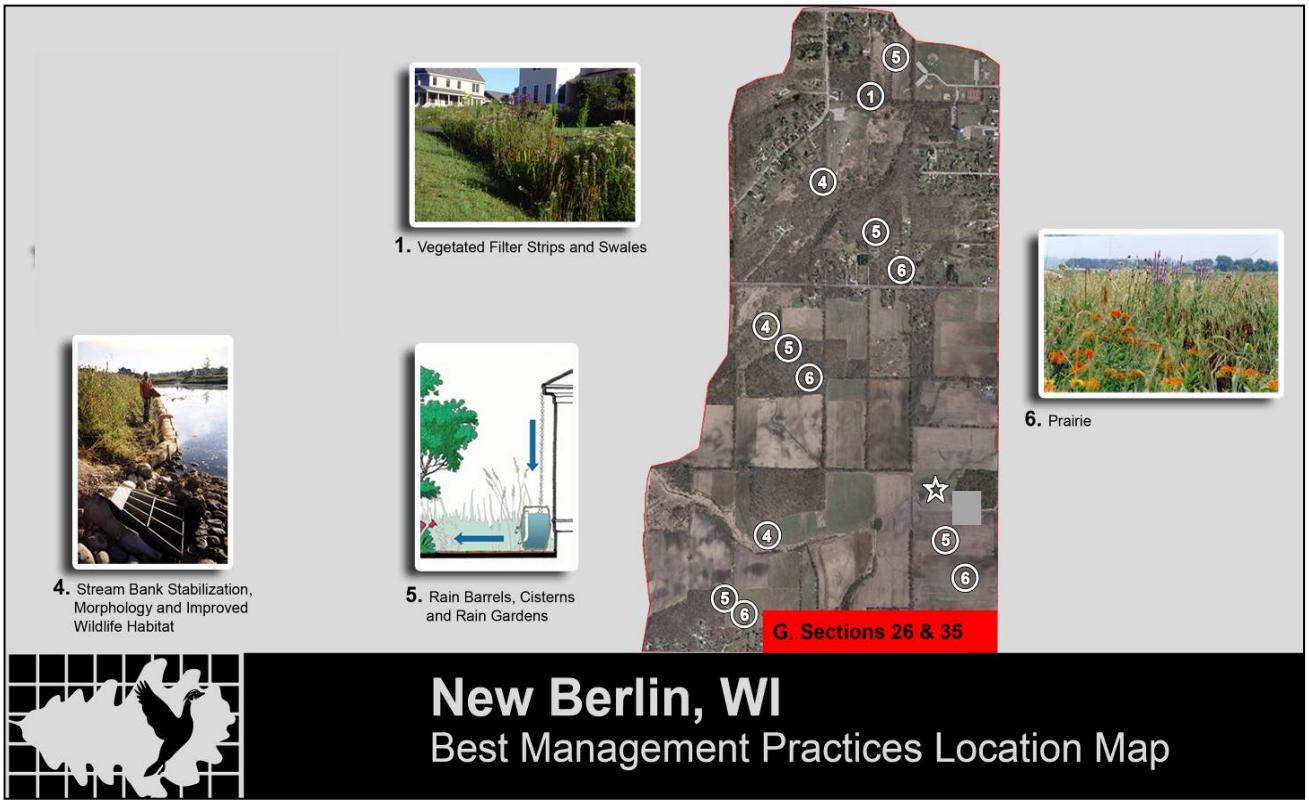


Figure 17.~~9~~7. Neighborhood G Best Management Practices Map. Source: Applied Ecological Services, Inc.

Master planning for Section 35 could incorporate BMPs such as ponds and prairies that promote aquatic habitat and wildlife for active outdoor sports such as fishing, bow-hunting, bird watching, and non-motorized boating.

EXISTING TRANSPORTATION SYSTEM

As Neighborhood G develops, transportation to and within the neighborhood will be important. The ~~proposed~~ Moorland East Business Park development ~~and Park Complex~~ should be separated from the residential area and only connected by trails/paths, not streets. The existing transportation system in Neighborhood G is comprised of a roadway network and bicycle/pedestrian facilities. In conjunction with the South Moorland Road Corridor planning process, the ~~city is preparing~~ City completed a Traffic Impact Analysis for the area. New development within the South Moorland Road Corridor areas may be required to update this study or submit an additional TIA.

Roadway Network

New Berlin classifies its roads under the following functional classification: principal arterials, primary arterials, standard arterials, collectors and local streets. The roadways in Neighborhood G are comprised of primary arterials, standard arterials and local streets as listed below:

Primary Arterials accommodate inter-community and intra-community trips and traffic. Design speeds tend to be between 35 and 55 miles per hour. Access is not limited as in principal arterials. The primary arterials in Neighborhood G are summarized below.

- Beloit Road (County Hwy I) – two travel lanes
- College Avenue (County Hwy HH) – two travel lanes
- Moorland Road (County Hwy O) – This particular roadway is actually in Section 34 (Neighborhood H), but services the western half of Section 35 (Neighborhood G) as well.

Standard Arterials accommodate inter-community and intra-community traffic. They operate at slightly lower speeds than principal and primary arterials. Standard arterials provide more connections with individual parcels of land comprised of residential and commercial uses. The standard arterials in Neighborhood G are summarized below.

- Sunny Slope Road – two travel lanes
- Grange Avenue – two travel lanes

Local Streets comprise all land access streets designed to serve local traffic that is not part of the higher classified street network. In New Berlin, this includes streets serving residential, commercial and industrial areas. Local streets operate at the lowest posted speed limits and provide the most direct access to individual parcels of land.

- Refer to Figure 17.18, South Moorland Road Corridor Neighborhood Plan - Official Road and Trail Layout Map, for ~~the Moorland Road South Corridor for a typical road map for the Local Streets to serve as the backbone to the Moorland East Business Park development and Park~~

~~Complex.~~ a conceptual road layout plan for local streets. Future local roads will be reviewed as part of a Use Approval application.

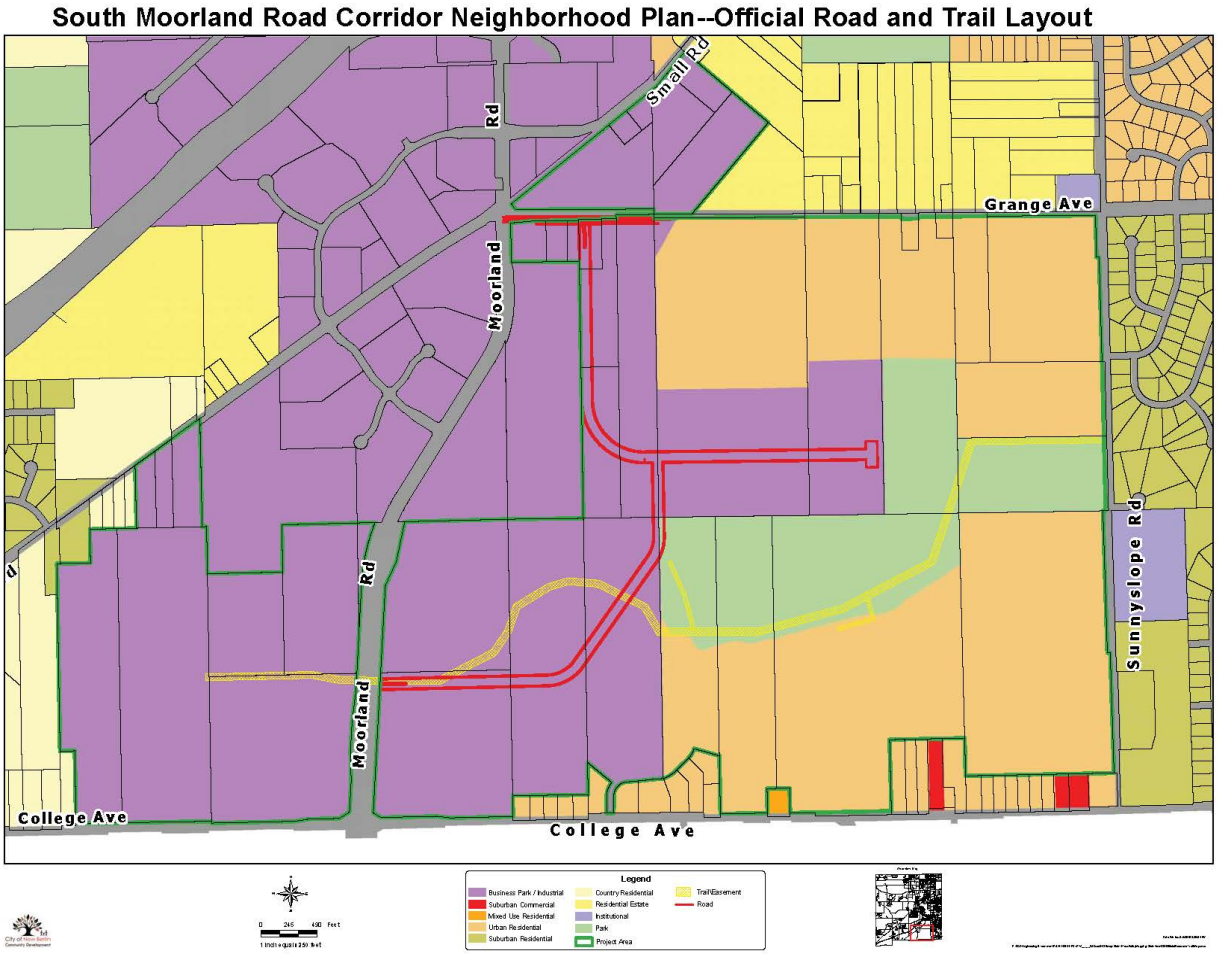


Fig. 17.~~138~~. South Moorland Road Corridor Neighborhood Plan – Official Road and Trail Layout.

Bicycle & Pedestrian Facilities

An off-street recreational trail is located through the Valley View Park in Neighborhood G. This trail is maintained by the City.

An off road sidepath is located within the Sunny Slope Road right-of-way extends from Grange Avenue to Thomson Hollow Subdivision (just north of College Avenue).

An off road public trail exists within the New Berlin Athletic Complex, which extends from Sunny Slope Road through the extend of the community park.

Public Transit ~~– Update 2015~~

~~Currently, the local transit systems (MCTS, WMT, and WCTS) provides limited bus service to one large business in Neighborhood H which is across Moorland Road. MCTS Route 6 New Berlin Industrial Park Express services this area. In general the services begins in the City of Milwaukee~~

~~heads to Brookfield Square Mall, then onto the New Berlin Industrial Park with a few stops along Moorland Road and then ending at Buy Seasons just off Small Road. There is funding for approximately 4 years. Service started approximately August 2014.~~
Currently the local transit systems (MCTS, WMT and WCTS) do not provide bus service within Neighborhood G.

School busing is provided for the public, private and parochial schools in the City.

Survey Results: Road Design

Figures 17.~~10~~ 9 through 17.~~12~~ 11 illustrate the three highest-rated images for road design in Neighborhood G. Desired characteristics included landscaping along the street right-of-way, landscaped medians, and on-street bike lanes where appropriate.

Figure 17.~~10~~9. Highest-Rated Image for Road

Figure 17.1~~0~~0. Second Highest-Rated Image for Road Design.

Figure 17.1~~2~~1. Third Highest-Rated Image for Road Design.

Roadway Network

In Neighborhood G, the SEWRPC Year 20~~35~~50 Recommended Regional Transportation System Plan identifies additional capacity needed on IH-43. The plan recommends widening IH-43 to a six-lane facility, within the existing right-of-way, from the Hale Interchange to Racine Avenue (County Hwy Y).

SEWRPC ~~staff is currently preparing~~ competed a major review and update of the regional land use and transportation plans for Southeastern Wisconsin under the name VISION 2050. ~~This effort, called VISION 2050, is expected to be completed in 2016. Vision 2050 will replace the current year 2035 plans, extending the design year of the plans to 2050.~~ It should be noted that the SEWRPC plans are advisory only. Refer to the SEWRPC VISION 2050 plan for the most updated information related to their regional planning efforts and recommendations.

Bicycle & Pedestrian Facilities

As shown on Figure 6.16, the following facilities are currently proposed in Neighborhood G:

Proposed On-Road Facilities

- Sunny Slope Road (Beloit Road to Grange Avenue)
- Beloit Road
- Elmwood Drive (Sunny Slope Road to Valley View Park Trail)
- Grange Avenue (124th Street to Moorland Road)
- College Avenue (Janesville Road to Racine Avenue)

On-road bike paths should include striping and signage to identify the lane. Where topography and road width permit, signage should encourage drivers to change lanes when passing bicyclists.

Future Possible Connection

- ~~An east/west facility connecting Sunny Slope Road to Moorland Road to be located between Grange Avenue and College Avenue. A utility easement is available and in place over the interceptor and water main. As development occurs the trail will transition to public use.~~
- There is an existing utility easement that runs along the water and sewer interceptor within Sections 34 and 35. This easement will eventually transition to a public trail easement as the area develops. This easement runs east and west through the entire Section and is a great amenity to the future residents, businesses, employees, current residents and the community as a whole. As the easement transitions to a public trail, it will provide a number of opportunities for pedestrian connections. Every development will be reviewed for the feasibility of making a connection to the trail. If a connection is possible, it will be incorporated within the site design. The trail also runs through the Park Complex as an added amenity.

- Connections to the utility easement / trail from the business parks and residential will be reviewed with each development.

Public Transit

The City should work with the local transit systems to maintain the existing routes within the City and look for opportunities to expand and improve the transit system.

ECONOMIC DEVELOPMENT

Economic development in Neighborhood G is anticipated to occur through various changes in land use. The western portion of Neighborhood G is designated as Business Parks in the land use plan to allow for an expansion of the Westridge Business Park. Commercial retail is permitted under this designation in order to support area businesses and residents. Housing development will contribute to the City's tax base while providing a land use that is compatible with surrounding housing development.

~~Existing economic development and land value in Neighborhood G is limited to business parks and housing. According to 2009 estimated tax levies, Neighborhood G comprised less than 1% of the total tax levy for the City. The neighborhood has an estimated assessment value of approximately $29.32 million, with a tax levy of approximately $155,000. The tax impact of the neighborhood will significantly change as development occurs. Recent projections for Sections 34 and 35 predict a projected value of $226.5 million at full build out.~~

Brownfields

According to a 2008 listing by the Wisconsin Department of Natural Resources, no brownfields have been identified within Neighborhood G.

Recommendations

The 2002 Economic Development and Revitalization Plan provides a number of economic development policies for Sections 26 and 35. The Plan process hosted a series of visioning workshops to discuss desired businesses and industries with the New Berlin Economic Development Corporation, Focus New Berlin and the New Berlin Plan Commission. The following recommendations are based on the desired businesses and industries identified during these workshops, and have been updated to reflect current desires for Neighborhood G:

- Finance-Insurance-Real Estate (FIRE), including law firms, real estate agencies, insurance agencies, brokers
- Professional specialties including physicians offices, medical clinics, engineering, architectural, planning and surveying firms
- High technology firms, especially those that can capitalize on proximity to the Milwaukee area's traditional industrial base (i.e. precision tool manufacturing, food and beverage preparation and capital goods)

- Bio-technology firms that can capitalize on the Milwaukee area's large medical complexes and teaching hospitals
- Incubating industries, including start-up high technology firms and newly formed traditional light manufacturing and light industrial firms
- Commercial gyms, fitness centers and businesses that cater to recreational and leisure-time activities
- Eating and drinking establishments, including fine quality dining in close proximity to hotels and business parks

The environmental character and availability of sewer in this neighborhood offers an opportunity to develop single-family and multi-family senior housing developments that include a variety of open space features.

Survey Results: Multi-family Housing

Figures 17.~~14~~ 12 through 17.~~16~~ 14 illustrates the three highest-rated images for multi-family housing in Neighborhood G. Smaller complexes with natural open space features were preferred over large multi-family structures. Characteristics of interest included front porches, accessible entries, and façade detail.

Recommendations

- Housing should include single-family units with minimum lot size similar to that of the adjacent subdivisions east of Sunny Slope Road, along with the careful preservation of environmentally sensitive areas as described in other sections of this chapter.
- Open space / subdivision outlots shall be maintained by a homeowner's association, and shall include pedestrian pathways, bicycle paths, and best management practices for storm water management.

Figure 17.1~~4~~2. Highest-Rated Image for Multi-family Housing.

Figure 17.1~~5~~3. Second Highest-Rated Image for Multi-family Housing.

Figure 17.1~~6~~4. Third Highest-Rated Image for Multi-family Housing.

PUBLIC UTILITIES ~~- UPDATE~~

In 2011, the City amended the City's MMSD Current Sewer Service Area (SSA) and the New Berlin Urban Service Area Boundary (NBUSAB) to serve Section 35 and portions of Section 34. Construction is complete for the extension of water main and interceptor sewer from Sunny Slope Road to Moorland Road westward to service new development in this area. The existing interceptor sewer at Sunny Slope Road and Brook Hollow Court was installed in the 1990's and was sized for anticipated drainage from 7.8 square miles in the southern half of the City.

LAND USE

Existing land uses are limited to agriculture, housing, and recreation. Land use recommendations include the South Moorland Road Corridor, the Moorland East Business Park development and Park Complex along with balancing the desire for additional housing with the desire to limit the impact of development on City taxes and the schools.

Figure 10.5 provides the future land use map for Neighborhood G. Refer to Chapter 10, Land Use, for any changes to the Future Land Use Map.

Recommendations

- ~~Housing is~~ Business Park / Industrial uses are recommended along Grange Avenue ~~and the eastern portion of Neighborhood G~~ to allow for a more flexible campus design, a unified development that protects the environmental resources in the area that is less intrusive to the surrounding neighborhoods and promote economic development in the area.
- Single-family residential is recommended along the eastern portion of the neighborhood and to be developed at a ~~lower~~ similar density as housing to the east of Sunny Slope Road. The new residential housing should be similar to existing subdivisions to the east and of similar architecture and construction. This area is pre-planned to be served by public utilities. Residential development should include significant open spaces through the preservation of existing environmental features. Housing in Neighborhood G will include minimum lot sizes similar to that of the adjacent subdivisions east of Sunny Slope Road with a focus on preserving environmental features.
- Urban Residential and Park uses should remain in the northern portion of the neighborhood.
- Park Complex will also be incorporated into the South Moorland Road Corridor Section 35.

CHAPTER 18: NEIGHBORHOOD H

WESTRIDGE & MOORLAND ROAD

Revisions approved by Council on 10/13/2015 via Ordinance #2553
Revisions approved by Council on 11/15/2016 via Ordinance #2579
Revisions approved by Council on DATE via Ordinance #2719

The Westridge and Moorland Road neighborhood is comprised of a mix of single-family residential, multi-family residential, commercial and industrial properties. It is generally bounded to the north by the northern limits of Section 27, to the west by properties just west of Emmer Drive and Westridge Drive, College Avenue to the south, and to the east by properties just east of Moorland Road (Figure 18.1). The area is distinct in that it provides a community of industrial properties known as the Westridge/Towne Corporate Business Park.

Figure 18.1. Neighborhood H Context Map.

The area around the Interstate 43 / Moorland Road interchange is an example of how major public investment can alter the perception and orientation of a community. This intersection has become the new regional front door into the City of New Berlin. It is also an example of how good planning can capitalize on transportation and market opportunities. While the Westridge and Moorland Road area has served as the major economic engine over the past decade, Westridge also serves as a center for jobs (Figure 18.2). Through the use of sound planning principles, including creative financing techniques, the City has helped solidify the area as an employment center.

Figure 18.2. Westridge Business Park.

Current planning efforts include reaching full build-out, and creating a transition from high-intensity uses in the neighborhood core to surrounding low-intensity land uses. ~~Recent~~ Some changes in and around the

neighborhood include the addition of a medical campus, the construction of roundabouts, and major commercial developments to the south in the City of Muskego. All of these developments impact future planning decisions in Neighborhood H.

PUBLIC INPUT

Initial Neighborhood Meeting

On April 23, 2008, residents and property owners in Neighborhood H met to learn about the comprehensive planning process and discuss preferences in regards to various land uses. Because the neighborhood is primarily business park land and is expected to continue to grow in this type of development, an image preference survey was not conducted. Appendix K provides the full summary of highest-rated and lowest-rated images as determined by other neighborhood meetings. The highest-rated images for "business office and light industrial" should be considered as development and redevelopment occurs within the neighborhood.

Neighborhood Review Meeting #1

On October 22, 2008, City staff held a review meeting for the Westridge and Moorland Road neighborhood. No attendees arrived for the meeting, and the information was tabled until the second review meeting.

Neighborhood Review Meeting #2

Neighborhood H reconvened on February 4, 2009 to review future land use recommendations. Construction along Grange Avenue was a topic of discussion; City staff explained that only minor intersection improvements would be made to the roadway as development occurred adjacent to the corridor. There were no plans at that time for Grange Avenue to be expanded to a four-lane road. Attendees learned that the future land use plan proposed additional industrial land on the edges of the existing Westridge Business Park. It was acknowledged that industrial land was important to the tax base for New Berlin, although concern was raised regarding the preservation of farmland in and around the neighborhood.

City staff discussed the proposed traffic management plan for both Neighborhoods G and H. The following items were discussed as traffic management strategies separate of the proposed concept plan for Neighborhood H:

- Moorland Road is currently a two-lane road from College Avenue to Grange Avenue. The traffic in that area warrants a four-lane expansion regardless of new development.
- The intersection of Moorland Road and Grange Avenue exhibits traffic backups that may require an extension to the left turn lane north onto Moorland Road and right turn lanes where appropriate.
- Roundabouts might be a possibility at various intersections.

Development in the area would only require additional turn lanes and access points. The City would look to developers for assistance for roadway improvements.

Neighborhood Review Meeting #3

On April 20, 2009, interested parties attended the final review meeting for both Neighborhoods G and H. City staff reiterated that the alternative transportation plan would place focus first and foremost on placing shoulder paths within rights-of-way.

Discussion ensued regarding the proposed development concepts in Neighborhood G and the resulting impact on Neighborhood H. Topics included the sewer interceptor, impact on the schools and traffic, and the preservation of scenic views in and around the neighborhood.

CHAPTER 17 UPDATE – 2014 - 2015

Summary Update and Public Participation Activities including several Neighborhood Focus Group Meetings, Discussions, and Open Houses for the South Moorland Road Corridor Sections 34 and 35.

The Department of Community Development has actively been going through the process of seeking public input on the Master Planning of Section 34 and 35 now referred to as South Moorland Road Corridor. The Section 34 and 35 Master Planning area is generally bounded by Sunny Slope Road to the East, Moorland Road to the West, Grange Avenue to the North and College Avenue to the South.

In 2012, the City undertook the task of preparing a Comprehensive Plan Amendment for the Section 35 – South Moorland Road Corridor area. As part of that process a series of four Focus Group meetings were held to gather input from residents within the neighboring areas. This amendment included the expansion of the Business Park/Industrial area by about 200 acres. During the focus group meetings, Staff and the elected officials received significant community opposition to the proposed changes. The Common Council made the decision to end discussions on any amendments to Section 35 prior to the project being presented to the Plan Commission.

In January of 2014, the City organized a meeting with concerned residents from the neighborhoods to the east of Section 35 regarding the future planning of this area. There was an interest in renewing the 2012 project in order for the City and residents to have more control in the ultimate build-out of the South Moorland Road Neighborhood by setting up the land uses, development policies and Zoning Code regulations for the area prior to development occurring. After that meeting the Department of Community Development began the process to re-evaluate the land uses and Comprehensive Plan for this area.

Significant outreach took place throughout 2014 and 2015 to meet with neighborhood representatives to the to the east, residents along both College Avenue and Grange Avenue, the current land owners and/or their representatives within Section 35 and the community as a whole.

Please refer Chapter 17 - Neighborhood G for additional information about the full update the process and a complete list of all meetings and public participation activities.

VISION

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

Even though neighborhood H is unique, it cannot be ~~independently~~ planned separately from neighborhood G. The two neighborhoods are integrated and will share land uses, new roadway and trail connections and should be considered as one cohesive area.

The vision for the South Moorland Road Corridor includes the following elements that have been incorporated into the development of the plan:

- A business community that focuses on sustainable site and building design.
- Emphasis on preservation of significant environmental features such as: wetlands, woodlands, tree rows, floodplain and environmental corridors.
- Focus on green infrastructure and creative storm water management elements.
- A system of meaningful pedestrian connections to create a walkable and connected community.
- Focus on sound planning and architecture practices.
- Layout that includes a mix of retail, commercial, office and light manufacturing within the Business Park/Industrial area.
- Provide residential subdivisions utilizing conservation style design to preserve the environmental features.
- Allow for flexible site design for both residential and non-residential development by creating Zoning Code standards that promote creativity and sustainability.
- Require significant buffers between contrasting uses and main thoroughfares.
- Provide a regional park complex.

DEVELOPMENT POLICIES

1. Emphasize mixed use developments with light industrial and office as the dominant land uses. Supporting hospitality related uses (i.e., hotels and table service restaurants) should complement the primary uses.
2. Allow mixed use development to extend south of the Westridge / Towne Business Park along Moorland Road to the City limits. In particular, pre-planned coordinated shopping centers are desired at both corners of the College Avenue and Moorland Road intersection.
3. Use low-intensity office or neighborhood-oriented retail as a buffer between the industrial areas and the residential areas to the north and west.

4. Allow additional business office uses east of Moorland Road to respond to the growing interest in New Berlin. Additionally, allowing more office uses should help to offset tax increases and reduce development impacts on the school district. Business park/industrial, office, commercial and/or retail uses should be separated from residential areas with open space, vegetative buffers, new landscaping, and existing environmental features including wetlands, woodlands, existing tree rows, floodplain and environmental corridors. In addition, uses complementary to the park complex may also be considered if their size and scope are determined to be compatible and well integrated with adjacent land uses (i.e. do not encroach into woodland, wetland, & floodplain areas, the site and architecture are designed to fit the area & compatible with immediately adjacent land uses, do not adversely impact traffic & circulation and serve the community).
5. ~~Now that the interceptor has been installed to service this area with sewer and water, c~~Continue to pursue the extension of local sewer and water mains to accommodate new development in the Section 35 area.
6. Encourage the continuation of agricultural uses as long as the property owners so desire. As agricultural lands transition to residential developments, the subdivision design could incorporate farming and agriculture uses as viable open space options.
7. In conjunction with Waukesha County, the City should establish a traffic management plan for the area around the Moorland Road and College Avenue intersection so that as new development occurs, traffic can be efficiently managed.
8. Require traffic impact studies to be submitted for new construction as indicated in the City Zoning Code requirements. The City should ensure that impact studies include consideration of the surrounding area at full build-out.
9. Require coordinated, pre-planned concepts/development proposals to ensure a cohesive and coordinated development pattern. Developments must take into consideration how adjacent parcels would be developed.
10. Development proposals shall include appropriate utility easements and/or roadway reservations or dedications to ensure public infrastructure (utility or roadway) extensions/connections and a coordinated development pattern are achieved.
11. Any future development requiring coordinated access and/or utility extensions in this area may require the applicant to submit a surety instrument to the City to cover future public improvements and cost contributions.
12. All utility extensions shall be at the expense of the developer. The City shall endeavor to collect funds from future developments that connect into the utilities where appropriate and collected funds shall be redistributed back to the developer that installed the infrastructure.
13. Maintain a transportation system that minimizes cut-through and business-related traffic in adjacent residential areas.
14. Ensure that lighting follows Zoning Code requirements so that any impact is minimized on surrounding properties.
15. Require alternative stormwater management techniques, both regional and site specific.
16. Encourage green / sustainable / LEED's building and site development techniques for new development as outlined in this Plan.

17. Continue working with the City of Muskego to ensure compatible uses and traffic circulation.
18. Include on-road bike paths for new streets and on existing streets where the right-of-way allows installation to be possible.
19. Request that Waukesha County accelerate the widening of Moorland Road to four lanes.
20. The City should give consideration to the use TID, BID, or other economic development tools to fund necessary public improvements.

AGRICULTURAL AND CULTURAL RESOURCES

No designated landmarks have been identified in the Westridge and Moorland Road area by the New Berlin Landmarks Commission and the City. Refer to Chapter 4 for the City-wide New Berlin Landmarks map, Agricultural and Cultural Resources.

NATURAL RESOURCES

A regional stormwater management plan was completed for the Section 34/35 area. Please refer to that study for more specific storm water management details.

Neighborhood H is planned primarily for the Business Parks land use category, with some Mixed Use Residential areas near the northeast portion of the site. Some significant environmental features exist throughout the area. In addition, potential soil limitations exist that should be considered when reviewing plans for development in the neighborhood.

Sensitive features include streams, floodplains, and environmental corridors located in the neighborhood.

Within the business office areas, there may be limited space for implementing large scale BMPs, however there are opportunities for small-scale BMPs. (Figure 18.5).

Refer to Chapter 5 – Agricultural & Natural Resources and the applicable regulating agencies for natural resources maps and additional information.

Recommendations

The recommendations listed below correspond with the numbers and symbols shown on the map in Figure 18.5:

1. Vegetated swales are also effective in filtering pollutants and reducing stormwater runoff velocity, in direct contract to piped storm sewer conveyance systems. They can be implemented in narrow locations typically found between buildings and parking lots found throughout business and industrial complexes. Vegetated swales can be flatter than typical turf grass swales to increase residence time and to promote infiltration and

evapotranspiration. This increases the spacing of catch basins or can eliminate the need for piped storm sewer conveyance in new construction.

2. Since the southern portion of the neighborhood has not yet been developed, bio-filter infiltration basins can be provided as an alternative to detention basins along the southern portion of the neighborhood to promote infiltration and groundwater recharge near existing wooded wetland.
3. Recessed parking lot islands can be incorporated into the many parking lots that are required for business and industrial buildings. Parking lots can be pitched toward recessed islands containing native vegetation that filters pollutants from stormwater runoff. This also reduces the amount of curb and storm sewer required for drainage. Furthermore, native vegetation withstands pollutants such as hydrocarbons and road salts more effectively than turf grass.
4. Stream banks along Calhoun Creek across the northwest portion of the neighborhood should be inspected for areas that need to be stabilized to prevent further soil erosion. In conjunction with the above-mentioned BMPs, stream bank stabilization will improve aquatic wildlife thereby providing opportunities downstream for recreation. Forested areas should be inventoried to preserve significant trees and encourage healthy savannahs. Woodland areas provide excellent wildlife habitat as well as picnic and recreation areas.
5. To reduce the velocity and quantity of stormwater runoff from business and industrial building roofs, rain barrels, cisterns, and rain gardens can be implemented. Rain barrels collect downspout drainage rather than allowing it to drain across parking lots and into storm sewer systems. Rain collected in rain barrels can be re-used to irrigate landscape areas. Rainwater collected in cisterns can also be used for irrigation, as well as for building lavatory facilities. Rain gardens are localized infiltration basins that provide a means for stormwater runoff to cool, infiltrate and recharge the groundwater.
6. At the northwest and southwestern portions of the site, there may be opportunity to implement prairies in existing agricultural areas that can be incorporated into the conservancy areas.

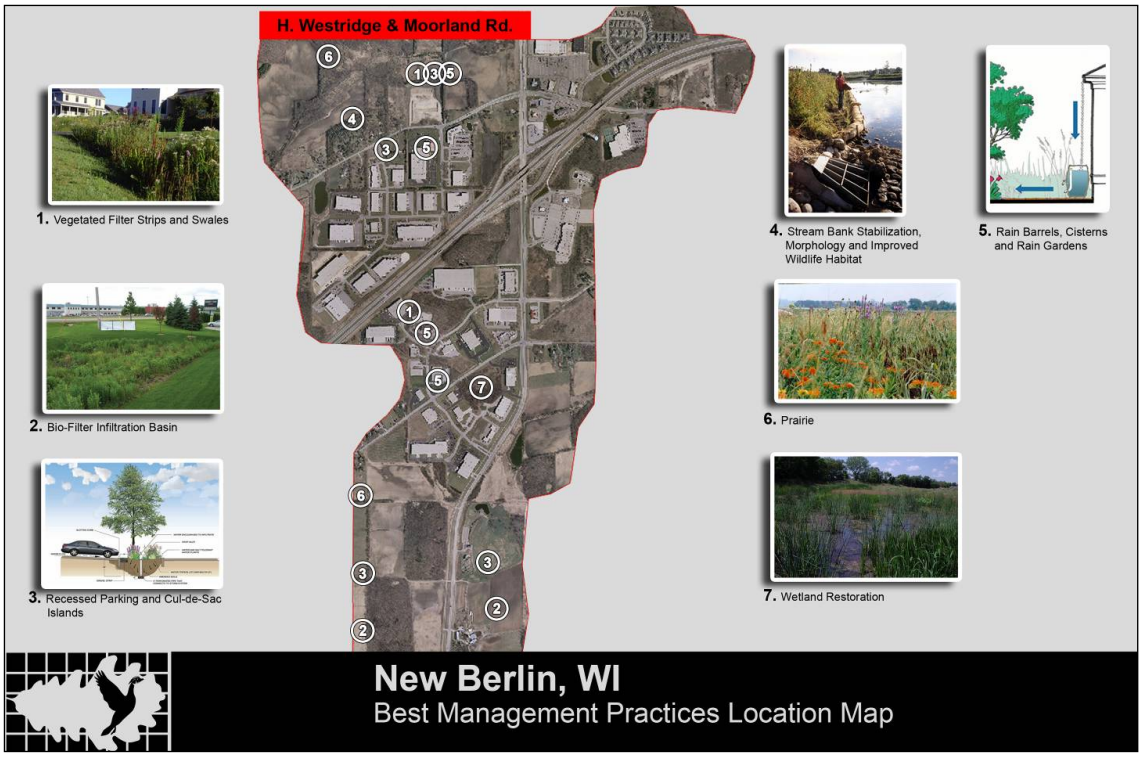


Figure 18.5. Neighborhood H Best Management Practices Map. Source: Applied Ecological Services, Inc.

EXISTING TRANSPORTATION SYSTEM

In conjunction with the South Moorland Road Corridor planning process, the ~~city is preparing~~ City completed a Traffic Impact Analysis for the area. New development within the South Moorland Road Corridor areas may be required to update this study or submit an additional TIA.

The existing transportation system in Neighborhood H is comprised of a roadway network, bicycle/pedestrian facilities and public transit.

Roadway Network

New Berlin classifies its roads under the following functional classification: principal arterials, primary arterials, standard arterials, collectors and local streets. The roadways in Neighborhood H are comprised of principal arterials, primary arterials, standard arterials and local streets as listed below:

Principal Arterials accommodate inter-community traffic moving through New Berlin to another community or destination outside New Berlin. They tend to be highways or freeways carrying more traffic on more lanes at higher speeds than other streets. Access to and from principal arterial in the Milwaukee area is generally limited to primary arterials at controlled interchanges.

New Berlin has one principal arterial, which is IH-43 with two access points at Moorland Road (County Hwy O) and Racine Avenue (County Hwy Y). IH-43 is a high-speed freeway connecting the Milwaukee Metropolitan area with the City of Beloit.

Primary Arterials accommodate inter-community and intra-community trips and traffic. Design speeds tend to be between 35 and 55 miles per hour. Access is not limited as in principal arterials. The primary arterials in Neighborhood H are summarized below.

- Moorland Road (County Hwy O), North of Grange Avenue – four travel lanes
- Moorland Road (County Hwy O), South of Grange Avenue – two travel lanes
- Beloit Road (County Hwy I) – two travel lanes
- College Avenue (County Hwy HH) – two travel lanes

Standard Arterials accommodate inter-community and intra-community traffic. They operate at slightly lower speeds than principal and primary arterials. Standard arterials provide more connections with individual parcels of land comprised of residential and commercial uses.

The standard arterials in Neighborhood H are summarized below.

- Grange Avenue – two travel lanes
- Small Road – two travel lanes

Local Streets comprise all land access streets designed to serve local traffic that is not part of the higher classified street network. In New Berlin, this includes streets serving residential, commercial and industrial areas. Local streets operate at the lowest posted speed limits and provide the most direct access to individual parcels of land.

Bicycle & Pedestrian Facilities

In Neighborhood H, an off-road trail is located on the west side of Moorland Road (CTH O) from north of Beloit Road to the south into Muskego. The off-street bicycle trail between Beloit Road and College Avenue is maintained by the City of New Berlin. South of College Avenue, the trail is maintained by the City of Muskego.

There is an off road sidepath located within the right-of-way of Woods Edge Road, west of Moorland Road.

Public Transit ~~– Update 2015~~

~~The Waukesha County Transit System (WCTS) provides weekday round trip bus service between New Berlin and downtown Milwaukee via the Mukwonago/Milwaukee Express Route 906. Route 906 has one stop in New Berlin at the Valley View Park & Ride Lot in Neighborhood H. The Valley View Park & Ride Lot (Lot 67-05) is located in the northeast quadrant of the IH-43 and Moorland Road interchange. Route 906 also stops at the Big Bend Park & Ride Lot (Lot 67-15) at the IH-43 & STH 164 interchange and the Mukwonago Park & Ride Lot at the IH-43 & STH 83 interchange.~~

~~Currently, the local transit systems (MCTS, WMT, and WCTS) provides limited bus service to one large business in Neighborhood H. MCTS Route 6 New Berlin Industrial Park Express services this~~

~~area. In general the services begins in the City of Milwaukee heads to Brookfield Square Mall, then onto the New Berlin Industrial Park with a few stops along Moorland Road and then ending at Buy Seasons just off Small Road. There is funding for approximately 4 years. Service started approximately August 2014.~~
Currently the local transit systems (MCTS, WMT and WCTS) do not provide bus service within Neighborhood H.

School busing is provided for the public, private and parochial schools in the City.

FUTURE TRANSPORTATION SYSTEM

Roadway Network

The following roadway capacity improvements are recommended for Neighborhood H.

~~**Beloit Road**: Waukesha County is planning the re-construction of Beloit Road (County HWY I) from Moorland Road to National Avenue. Construction is scheduled to begin in 2017.~~

IH-43: The SEWRPC Year 20~~35~~50 Recommended Regional Transportation System Plan identifies additional capacity needed on IH-43. The plan recommends widening IH-43 to a six-lane facility, within the existing right-of-way, from the Hale Interchange to Racine Avenue (County Highway Y).

Moorland Road: The SEWRPC Year 20~~35~~50 Recommended Regional Transportation System Plan identifies additional capacity needed on Moorland Road. The plan for shows widening Moorland Road to a four-lane facility between Grange Avenue and College Avenue (County Highway HH)

SEWRPC ~~staff is currently preparing~~ completed a major review and update of the regional land use and transportation plans for Southeastern Wisconsin under the name VISION 2050. ~~This effort, called VISION 2050, is expected to be completed in 2016. Vision 2050 will replace the current year 2035 plans, extending the design year of the plans to 2050.~~ It should be noted that the SEWRPC plans are advisory only. Refer to the SEWRPC VISION 2050 plan for the most updated information related to their regional planning efforts and recommendations.

Bicycle & Pedestrian Facilities

As shown on Figure 6.16, in Chapter 6, the following facilities are currently proposed in Neighborhood H:

Proposed On-Road Facilities

- Grange Avenue (124th Street to Moorland Road)
- Small Road (Moorland Road to Calhoun Road)
- College Avenue (Janesville Road to Racine Avenue)

Future Possible Connection

- ~~An east/west facility connecting Sunny Slope Road to Moorland Road to be located between Grange Avenue and College Avenue. A utility easement is available and in place over the interceptor and water main. As development occurs the trail will transition to public use.~~
- There is an existing utility easement that runs along the water and sewer interceptor within Sections 34 and 35. This easement will eventually transition to a public trail easement as the area develops. This easement runs east and west through the entire Section and is a great amenity to the future residents, businesses, employees, current residents and the community as a whole. As the easement transitions to a public trail, it will provide a number of opportunities for pedestrian connections. Every development will be reviewed for the feasibility of making a connection to the trail. If a connection is possible, it will be incorporated within the site design. The trail also runs through the Park Complex as an added amenity.
- Connections to the utility easement / trail from the business parks and residential will be reviewed with each development.

Public Transit

The City should work with the local transit systems to maintain the existing route within Neighborhood H and look for opportunities to expand and improve the transit system.

ECONOMIC DEVELOPMENT

Economic development activities in Neighborhood H are expected to gain momentum over the next decade. Not only is the Westridge Business Park an economic engine for the neighborhood, but it is also a center of activity for New Berlin and the region. Although some regional competition exists for business park developments, Westridge can further establish itself as a green business park to attract a specific clientele. Encouraging sustainable development approaches would garner media attention and encourage new or expanding businesses to locate in the area.

~~According to 2009 estimated tax levies, Neighborhood H is about 7.5% of the total tax levy for the City. The Neighborhood has an estimated assessment value of approximately $354 million, with a tax levy of approximately $1,871,000. Successful businesses not only contribute to the City's tax base, but also provide jobs for the region. This type of land use also helps to balance the demands on the school district with tax base impacts. Recent projections for Sections 34 and 35 predict a projected value of $226.5 million at full build-out.~~

Brownfields

According to a 2008 listing by the Wisconsin Department of Natural Resources, no brownfields are currently identified within Neighborhood H.

Recommendations

Economic development policies for the Westridge/Towne Corporate Business Park and Moorland Road corridor should be guided by a number of adopted plans, including the 1994 Wisconsin Industrial Business Retention and Expansion Study for the City of New Berlin and the 2002 Economic Development and Revitalization Plan. The 1994 Business Retention and Expansion Study provided a number of recommendations for implementing successful business strategies throughout the City. Recommendations from the 1994 plan have been excerpted and included in Chapter 2: Issues and Opportunities.

The 2002 Economic Development and Revitalization Plan process hosted a series of visioning workshops to discuss desired businesses and industries with the New Berlin Economic Development Corporation, Focus New Berlin and the New Berlin Plan Commission. The following recommendations are based on the desired businesses and industries identified during these workshops, and have been updated to reflect current desires for Neighborhood H:

- Traditional manufacturing / light industrial / warehousing base should be retained and, where feasible, expanded. The desired categories and types of businesses should include at least the following:
  - Manufacturing, including metal finishing, containers, automation, precision tools, publications, plastics, construction equipment.
  - Services, including geo-technical services, building maintenance systems, industrial maintenance systems.
  - Wholesale, including food and beverage, paper products, plastics, electrical equipment, cable.
  - Construction, including offices for residential and non-residential construction firms, building suppliers.
- Finance-Insurance-Real Estate (FIRE), including law firms, real estate agencies, insurance agencies, brokers.
- Professional specialties including physicians offices, medical clinics, engineering, architectural, planning and surveying firms.
- Personal services are those services including dry cleaners, beauty salons, and other various personal services.
- High technology firms, especially those that can capitalize on proximity to the Milwaukee area's traditional industrial base (i.e. precision tool manufacturing, food and beverage preparation and capital goods).
- Bio-technology firms that can capitalize on the Milwaukee area's large medical complexes and teaching hospitals.
- Incubating industries, including start-up high technology firms and newly formed traditional light manufacturing and light industrial firms.
- Commercial gyms, fitness centers and businesses that cater to recreational and leisure-time activities.
- Eating and drinking establishments, including fine quality dining in close proximity to hotels and business parks.

- Hotels and Conference Centers to accommodate existing residents, visitors and businesses.

To accommodate the growing interest in these uses, the Business Parks designation in Neighborhood H has been expanded to the west. Commercial/retail development should be encouraged throughout the Business Parks land use, particularly along main corridors, to support area residents and industries.

HOUSING

Limited single-family and multi-family housing areas are recommended in the northwestern and northeastern areas of the neighborhood. The Country Residential land uses to the north of Beloit Road in northwestern Neighborhood H are currently undeveloped except for existing single-family homes located near the roadside. The Mixed Use Residential land in the northeastern portion of the neighborhood is moderately developed with single-family housing, multi-family units, and commercial uses.

PUBLIC UTILITIES – ~~update~~

In 2011 the City amended the City's MMSD Current Sewer Service Area (SSA) and the New Berlin Urban Service Area Boundary (NBUSAB) to serve Section 35 and portions of Section 34. Construction is complete for the extension of water main and interceptor sewer from Sunny Slope Road to Moorland Road westward to service new development in this area. The existing interceptor sewer at Sunny Slope Road and Brook Hollow Court was installed in the 1990's and was sized for anticipated drainage from 7.8 square miles in the southern half of the City.

LAND USE

No additional land use changes are recommended for Neighborhood H. Within the Business Park~~s~~ area of Neighborhood H, commercial retail should be encouraged along Grange Avenue, Moorland Road, and Small Road. In addition, mixed use pre-planned developments should be strongly encouraged at the southern portion of Neighborhood H to complement both the Westridge area and expected developments in the City of Muskego.

Refer to Chapter 10, Land Use, for any changes to the Future Land Use Map.

STATE OF WISCONSIN WAUKESHA COUNTY CITY OF NEW BERLIN

RESOLUTION NUMBER # 2026-06

A Resolution adopting the amendments to the City's 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road

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

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

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

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

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

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

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

WHEREAS, Department of Community Development Staff, working at the request of Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc., have prepared amendments to the Future Land Use Map within the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road and are now completed and need to be incorporated into the City's adopted Comprehensive Plan.

WHEREAS, the Future Land Use Map amendments requested by Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc. are for the properties located at 14811 W. Grange Avenue (Tax Key #: 1290.999) and 14655 W. Grange Avenue (Tax Key #: 1289.995) to amend the Future Land Use from from Business Park/Industrial & Urban Residential to Business Park/Industrial. It is necessary to incorporate these Future Land Use Map amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road. A copy of the 2030 Comprehensive Plan Chapters 10, 17 & 18 along with the map is attached as Exhibit A. Amendments to an adopted comprehensive plan pursuant to WI State Statute 66.1001 require a Class I notification along with a public hearing.

WHEREAS, the Plan Commission reviewed and approved the proposed amendments to 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road, on July 15, 2026 following approximately three months of public comment from the date of the public notice; and

WHEREAS, the City has duly noticed a public hearing on the aforementioned comprehensive plan amendments and the Plan Commission held the public hearing on June 1, 2026.

WHEREAS, the Plan Commission of the City of New Berlin by a X-X vote of the Commissioners present and voting recorded in its official minutes, adopted Resolution # 2026-06 recommended approval of this comprehensive plan amendment on July 15, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission of the City of New Berlin hereby accepts and adopts the attached City of New Berlin 2030 Comprehensive Plan amendments to the 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road, recognizing that the Common Council must also adopt the Comprehensive Plan amendments via Ordinance for it to become effective; and

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopt Ordinance No. 2719, which will constitute its adoption of the Comprehensive Plan amendments.

Passed and adopted by the Plan Commission on this 15th day of July, 2026.

APPROVED:

_____
David A. Ament, Mayor

Certified/Countersigned:

_____
Nikki Jones
Plan Commission Secretary

DRAFT

STATE OF WISCONSIN **WAUKESHA COUNTY** **CITY OF NEW BERLIN**

ORDINANCE NO. 2719

An ordinance to adopt the amendments to the City's Comprehensive Plan to incorporate the necessary General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan, Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road.

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

SECTION I

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

SECTION II

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

SECTION III

The Plan Commission of the City of New Berlin by a majority vote of the Commission members present and voting as recorded in its official minutes and adopted Resolution # 2026-06 on July 15, 2026 recommending to the Common Council the adoption of the ordinance that approves the general amendments and Future Land Use amendments to the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road. A copy of these chapters are attached as Exhibit A, containing amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

More specifically, the Future Land Use Map amendments requested by Patrick Theodossiou with SunCap Property Group on behalf of Rockwell Automation, Inc., to amend the Future Land Use for the properties located at 14811 W. Grange Avenue (Tax Key #: 1290.999) and 14655 W. Grange Avenue (Tax Key #: 1289.995) from Business Park/Industrial & Urban Residential to Business Park/Industrial.

DRAFT

SECTION IV

The City held a public hearing on June 1, 2026 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally adopt the documents entitled, "**General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use, Chapter 17: Neighborhood "G" Sections 26 and 35 – South Moorland Road Corridor, and Chapter 18: Neighborhood "H" Westridge & Moorland Road**," which are attached hereto as Exhibit A pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

SECTION VI

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

SECTION VII

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

SECTION VIII

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

PASSED AND ADOPTED by the Common Council this 28th day of July, 2026.

APPROVED:

_____
David A. Ament, Mayor

Countersigned:

_____
Rubina Medina, City Clerk

DRAFT

City of New Berlin Community Development
city living with a touch of country

Building Permits & Inspections • Engineering Services • GIS / LIS • Planning Services
3805 South Casper Drive
New Berlin, WI 53151
Phone: 262.797.2445
Fax: 262.780.4612
www.newberlin.org

MEMORANDUM

TO:	Mayor Dave Ament Members of the Common Council Members of the Plan Commission
FROM:	Gregory W. Kessler, AICP – Director
RE:	Summary of Section 35 Planning History and Legislative Record
DATE:	July 7, 2026

As the Plan Commission and Common Council are preparing to consider the pending Section 35 development applications for Rockwell Automation's approximately 158-acre campus, I wanted to provide historical context regarding the City's long-range planning and prior actions in this area. The proposed Comprehensive Plan amendment affects approximately 64 acres currently designated Urban Residential; the balance of the proposed campus is already designated Business Park/Industrial, with isolated natural resource areas.

Typically, a memo such as this is reflected in the staff report which would outline the "findings of fact" and "conclusions of law" surrounding any development proposal that comes before the Plan Commission and/or Common Council. However, given the scale of this current proposal and the questions raised regarding whether the City historically intended Business Park/Industrial development to extend into this portion of Section 35, I believe it is appropriate to provide the Plan Commission and Common Council with the broader factual record.

The current applications must be evaluated on their own merits and under the applicable review standards. The information cited below is not meant to prejudge that review. Rather, it is intended to document the City's longstanding legislative intent and actions regarding the future development of Section 35. As with any development proposal, the City will work through the review process to address site design, buffering, screening, protection of environmental resources, and transitions to surrounding properties.

Long-Range Planning and Legislative Intent

The Section 35 planning area has not been planned exclusively for residential development. Significant portions of the area have been designated for Business

Park/Industrial development through successive Comprehensive Plans for more than 25 years – dating back to 1999.

The City's planning efforts also anticipated a limited number of users and coordinated development of Section 35 to reduce impacts on surrounding properties and natural resource areas. Consistent with this approach, the City has worked with the property owners over time and, in some instances, recommended against individual development proposals that were inconsistent with the coordinated development of the larger area.

The planned eastward expansion of Business Park/Industrial development did not originate with this applicant's current proposal. It is reflected not only in adopted land use plans, but also in a series of legislative, zoning, utility, infrastructure and financial decisions made over more than two decades. Those actions include:

- **Successive Comprehensive Plan actions dating back to 1999**, designating significant portions of Section 35 for Business Park/Industrial development and further refining and expanding that planned development pattern through subsequent Comprehensive Plan updates, including the 2011/2012 Comprehensive Plan work. All these actions required public outreach including public hearings along with Plan Commission and Common Council approval.
- **Urban Service Area amendments** expanding the City's Urban Service Area boundary to accommodate future public utility extension consistent with the adopted land use plan. This action required Plan Commission, Utility Committee, and Common Council Approval.
- **Sewer Service Area amendments** expanding the approved sewer service area to provide the public utilities necessary to support the planned development of the area. This action required a public hearing along with Plan Commission, Common Council, SEWRPC, Wisconsin DNR, and MMSD approvals.
- **Creation of the M-3 Zoning District**, establishing the Section 34-35 Business Park Development District within the City's Zoning Ordinance to implement the City's long-term vision or business park development in this area. This action required a public hearing along with Plan Commission and Common Council approval.
- **Authorization and funding of approximately $6.5 million in public water and sanitary sewer infrastructure** to implement the adopted land use and utility plans and serve future development in Sections 34 and 35. To facilitate these utility extensions, the City acquired the necessary utility easements to serve those portions of Section 35 where the City's adopted planning processes anticipated

future development. This action required Utility Committee, Common Council, Wisconsin DNR, and MMSD approval.

- **Financial and cost-recovery planning for infrastructure investment.** A 2015 analysis presented to the Utility Committee and prepared by Ehlers & Associates projected a development mixture that included approximately 278 acres of Business Park development, and subsequent financial planning evaluated additional Section 35 infrastructure and development scenarios.
- **Regional stormwater planning for Sections 34 and 35**, including a City-funded study designed to address the future development of approximately 775 acres and evaluate regional stormwater facilities, environmental features, capital improvements and development responsibilities.
- **Regional transportation planning and development-related fee studies** based upon the anticipated future development of the area. The study modeled various land use scenarios.
- **2015 Costco Development Agreement and Grange Avenue Signal Planning** – The Common Council and Board of Public Works approved a development agreement requiring the design of a future traffic signal at the Costco Drive/Grange Avenue intersection. The signal planning anticipated future business park traffic growth and provided for a controlled connection serving the broader area, including future development in Section 35.
- **2018 City/County Transportation Agreement and Long-Range Infrastructure Planning** – The Common Council approved a formal agreement with Waukesha County establishing a coordinated framework for transportation improvements for Moorland Road needed to serve the projected development and full build-out of Sections 34 and 35. The agreement was based upon the regional Traffic Impact Analysis cited above based upon the adopted future land uses. The City / TID #3 will contribute $1 million towards these improvements when the County begins their work.
- **Acquisition and long-term protection of a future community park in Section 35 to serve as a buffer.** The City owns the park property, including land acquired using revenues from collected park and open space impact fees. Per state statute, these funds can be used to acquire land that will be used for park purposes only. The City also conducted public outreach and ultimately relocated the planned primary park access from the future Business Park/Industrial area to Sunnyslope Road. This allowed the park to develop independently of the timing of the private development while avoiding future public park traffic traveling through the business park.

- **Federal approval in 2019 to add approximately 22 acres of City-owned Section 35 park property to the State's Land and Water Conservation Fund project boundary** as replacement land through a formal amendment to the City's LWCF project agreement. This program is also known as LAWCON.
- **Extensive public planning processes** over many years include neighborhood meetings, public open houses, office hours, Plan Commission meetings, subcommittee meetings, Common Council meetings and public hearings conducted during the adoption and implementation of these planning efforts.

Taken together, these actions demonstrate substantially more than a future land use designation on a map. Over these many years, the City and its boards & commissions, including the Common Council, adopted the land use framework, expanded the urban and sewer service areas, created a zoning district specifically for the Section 34-35 Business Park, invested millions of dollars in public infrastructure, planned regional stormwater and transportation needs, and separately acquired and protected land for a future community park.

This cumulative record demonstrates a longstanding legislative intent to accommodate substantial Business Park/Industrial development in Section 35 as part of a broader planning framework that also included residential areas, environmental resources and public parkland. It further reflects a consistent expectation that development would be coordinated across property ownership and supported by planned utility, transportation and other public infrastructure improvements as the area developed.

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT: **Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / Rezoning/PUD**

LOCATION: **15393 W. Grange Avenue (Tax Key #: 1290.998)**

Tax Key #: 1290.998.002

Tax Key #: 1290.998.003

15301 W. Grange Avenue (Tax Key #: 1290.998.001)

14811 W. Grange Avenue (Tax Key #: 1290.999)

14655 W. Grange Avenue (Tax Key #: 1289.995)

Tax Key #: 1291.997

Tax Key #: 1291.986.001

Tax Key #: 1291.994

15920 W. College Avenue (Tax Key #: 1288.997)

5900 S. Moorland Road (Tax Key #: 1288.999)

REQUEST: **Petition to rezone from A-1, A-2, R-4, M-1, P-1, C-1 & C-2 to A-1, M-3/PUD, P-1, C-1/PUD, & C-2/PUD the properties located at:**

15393 W. Grange Avenue (Tax Key #: 1290.998)

Tax Key #: 1290.998.002

Tax Key #: 1290.998.003

15301 W. Grange Avenue (Tax Key #: 1290.998.001)

14811 W. Grange Avenue (Tax Key #: 1290.999)

14655 W. Grange Avenue (Tax Key #: 1289.995)

Tax Key #: 1291.997

Tax Key #: 1291.986.001

Tax Key #: 1291.994

15920 W. College Avenue (Tax Key #: 1288.997)

5900 S. Moorland Road (Tax Key #: 1288.999)

D.R.C. RECOMMENDATION: **Recommend to Common Council adoption of Planned Unit Development Ordinance # 2720 (Rockwell PUD) that approves the rezoning from A-1, A-2, R-4, M-1, P-1, C-1 & C-2 to A-1, M-3/PUD, P-1, C-1/PUD, & C-2/PUD the properties located at:**

15393 W. Grange Avenue (Tax Key #: 1290.998)

Tax Key #: 1290.998.002

Tax Key #: 1290.998.003

15301 W. Grange Avenue (Tax Key #: 1290.998.001)

14811 W. Grange Avenue (Tax Key #: 1290.999)

14655 W. Grange Avenue (Tax Key #: 1289.995)

Tax Key #: 1291.997

Tax Key #: 1291.986.001

Tax Key #: 1291.994

15920 W. College Avenue (Tax Key #: 1288.997)

5900 S. Moorland Road (Tax Key #: 1288.999)

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of July 15, 2026

Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc / Rezoning / PUD
Address: See list in Executive Summary

DATE STAFF REPORT PREPARED: April 29, 2026

APPLICANT / OWNER(S): Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc / Owners:

- 15393 W. Grange Avenue (Tax Key #: 1290.998) [E. James Rausch, Marie A. Rausch A. May – 2 Acres]
- Tax Key #: 1290.998.002 [E. James Rausch – 10.11 Acres]
- Tax Key #: 1290.998.003 [E. James Rausch, Marie A. Rausch, Marie Rausch A. May – 7.92 Acres]
- 15301 W. Grange Avenue (Tax Key #: 1290.998.001) [E. James Rausch – 20.34 Acres]
- 14811 W. Grange Avenue (Tax Key #: 1290.999) [Loomis Farm, LLC – 80.22 Acres]
- 14655 W. Grange Avenue (Tax Key #: 1289.995) [Maureen E. Bosch Revocable Trust - 39.83 Acres]
- Tax Key #: 1291.997 [Baas Farm, LLC - 24.49 Acres]
- Tax Key #: 1291.986.001 [Baas Farm, LLC – 34.84 Acres]
- Tax Key #: 1291.994 [Raymond E. Saltzmann, Marie L. Nielsen – 37.13 Acres]
- 15920 W. College Avenue (Tax Key #: 1288.997) [Virgil A. Saltzmann, Raymond E. Saltzmann – 34.94 Acres]
- 5900 S. Moorland Road (Tax Key #: 1288.999) [Virgil Saltzmann – 32.18 Acres]

REQUEST/DESCRIPTION OF PROJECT: Petition to rezone from A-1, A-2, R-4, M-1, P-1, C-1 & C-2 to A-1, M-3/PUD, P-1, C-1/PUD, & C-2/PUD the properties located at [see addresses listed above under Applicant / Owners in this staff report].

DATE OF APPLICATION: 4/6/26

DATE OF COMPLETENESS DETERMINATION: 4/8/26
Application Check List Enclosed: No

PRE-APPLICATION CONFERENCE HELD: Yes
(Date(s) of Meeting(s): Several meetings
Site Visit(s): 4/30/2026

CONCEPTUAL PLAN: Yes, a plan has been submitted as to how the site will be developed.

SIZE OF DEVELOPMENT / PARCEL(S): The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay will be prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative, and operational support uses.

- Phase I (South Building): ~830,055 sq. ft. (including ~ 787,320 sq. ft of manufacturing and ~ 42,320 sq. ft. of office). Possible future expansion of Phase I may include an additional ~200,000 sq. ft.
- Phase II (North Building, along Grange Avenue) may be developed as light industrial at a future date. Traffic Study estimated a possible 425,000 sq. ft. building.

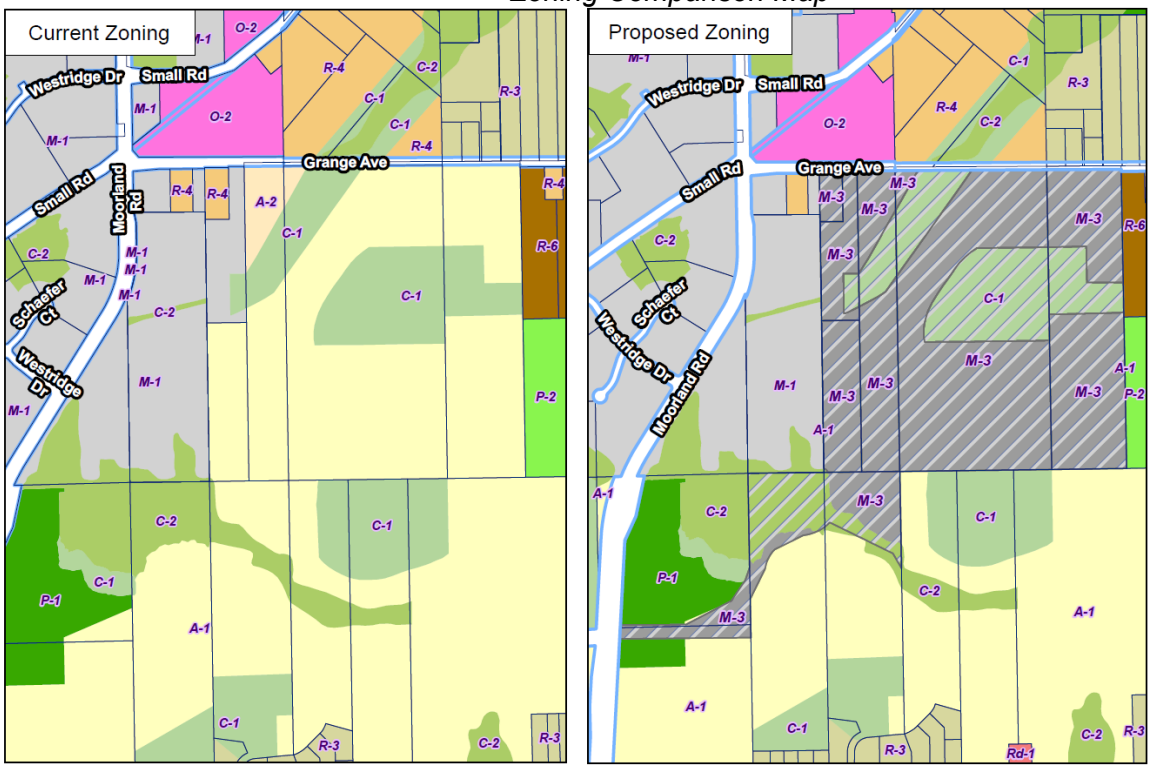
~184.54 acres	Acreage included in Rockwell development (less lands to be dedicated for the extension of Woods Edge Road)
~139.46 acres	Acreage not included in Rockwell development
324 acres	Total parcel acreage

CURRENT ZONING: A-1, A-2, R-4, M-1, P-1, C-1 & C-2

CURRENT LAND USE: Agriculture

PROPOSED ZONING: A-1, M-3/PUD, P-1, C-1/SCA, & C-2/SCA
DCD will add a Special Conditions Apply. Special Conditions Apply to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 (Section 34-35 Business Park Development District) Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply.

Zoning Comparison Map



PROPOSED LAND USE: The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay will be prepared to accommodate an advanced manufacturing

campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative, and operational support uses.

PROPOSED LOT SIZE:
North Half: ~158.73 Acres (after 1-Lot CSM is recorded, see file # LD-2600598)
South Half: ~25.81 Acres (future CSM)
Final Total: ~184.54 acres, less lands to be dedicated for the extension of Woods Edge Road

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North:	Zoning: R-3/R-4/O-2/C-1/C-2	Land Use: Costco/Single-Family Residential
South:	Zoning: A-1/R-3/C-1/C-2	Land Use: Agricultural/Single-Family Residential
East:	Zoning: A-1/R-6/P-2	Land Use: Agricultural/Soccer Field/Theofila Estates Subdivision/Thomson Hollow Subdivision
West:	Zoning: A-1/M-1/P-1/C-1/C-2	Land Use: Golf Range/Westridge Business Park/East Moorland Road Business Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, this submittal meets the intent of this Chapter. The Future Land Use Map amendment from "Urban Residential" to "Business Park / Industrial" for the norther portion of this development (See application # CP-2600598) is consistent with the City's desire for a unified campus development. This will allow the developer to preserve large areas of environmental corridor and trees, which will provide natural buffers to the residential areas and make the business park development less intrusive to the adjoining neighborhoods. This will provide for high-quality economic development not only for the City, but the region.

Chapter 17: Neighborhood G: Sections 26 & 35 South Moorland Road Corridor (Note: there is crossover to Chapter 18: Neighborhood H: Westridge & Moorland Road):

Planning Context / Vision / Development Policies:

Vision:

- *Neighborhood G is considered to be a sizeable land area in New Berlin that can accommodate the amount of development desired to offset the City's tax base and accommodate new businesses and residents. Planning for a specific scale of development in Neighborhood "G" may relieve development pressure City-wide, as the western half of New Berlin remains the area in which residents and businesses wish to maintain higher open space percentages.*
- *In order to guide the City on policy decisions and better understand the impact on the School District, traffic patterns, storm water and environmental features conceptual plans were prepared for Section 35.*

  The Rockwell submittal matches the concept plans prepared for this area, except for the proposed modification to the Future Land Use Map from Urban Residential to Business Park/Industrial located at 14811 & 14655 W. Grange Avenue (See file # CP-2600596).

- *Even though Neighborhood G is unique, it cannot be independently planned separately from Neighborhood H. The two neighborhoods are integrated and will share land uses, new roadway and trail connections and should be considered as one cohesive area.*

- *The vision for the Section 35 includes the following elements that have been incorporated into the development of the plan:*
    - *A business community that focuses on sustainable site and building design.*
    - *Emphasis on preservation of significant environmental features such as: wetlands, woodlands, tree rows, floodplain and environmental corridors.*
    - *Focus on green infrastructure and creative storm water management elements.*

      As part of the Use, Site and Architecture application, the applicant will submit a storm water management plan.
    - *A system of meaningful pedestrian connections to create a walkable and connected community.*

      The City will work with the applicant as to the placement of these on-road and off-road facilities for bicycles and pedestrians, which includes a sidepath within the proposed right-of-way off Moorland Road.
    - *Focus on sound planning and architecture practices.*

      Figure VIII – 10 in Section 275-59C(1)(d)[6] of the Zoning Code states the following are permitted materials for building walls in the M-3 District:

        - *Brick, exposed (no brick painting or CMU allowed).*
        - *Native stone, natural stone, thin stone veneer and cast stone.*
        - *Glass storefront or curtainwall systems.*
        - *Precast masonry, rough faced.*
        - *Manufactured cementitious siding, fiber cement board.*
        - *Architectural metal, as recommended by the Architecture Review Committee (ARC).*
    - *Layout that includes a mix of retail, commercial, office and light manufacturing within the Business Park/Industrial area.*
    - *Allow for flexible site design for both residential and non-residential development by creating Zoning Code standards that promote creativity and sustainability.*

      Zoning Code Section 275-33B(7) states, "*the M-3 Section 34-35 Business Park Development District is intended for light manufacturing, office and business uses of a moderate scale and intensity. The M-3 Section 34-35 Business Park Development District is also intended to provide a broader mix of allowable uses including retail establishments within Sections 34 and 35 of the City to support both the business and residential development. The district is further intended to promote open space, intense vertical landscape, planting screens, buffer yards and preservation of existing environmental features (trees, wetlands, floodplain, rock outcroppings, steep slopes and viewsheds). Areas identified in § 275-13.1H (4) are the areas intended to be rezoned M-3.*"

      Zoning Code Section 275-35D(8) states that, "*Under the M-3 District, there are no required setbacks, but all applicable building and fire codes, landscaping, screening and buffer yards shall be met.*"

See the view shed and transect images below under the Development Polices section.

- *Require significant buffers between contrasting uses and main thoroughfares.*

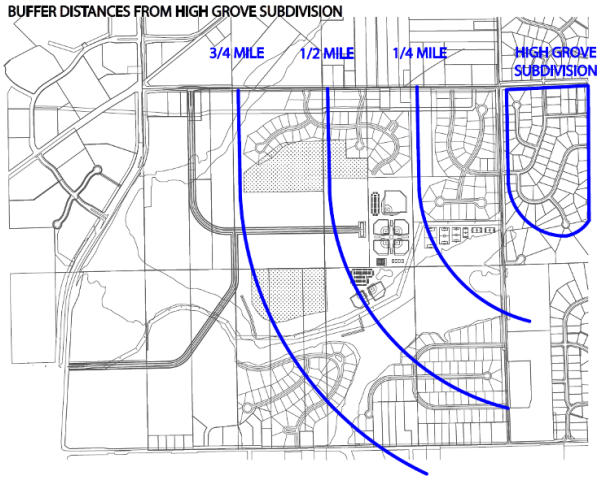
  See above.

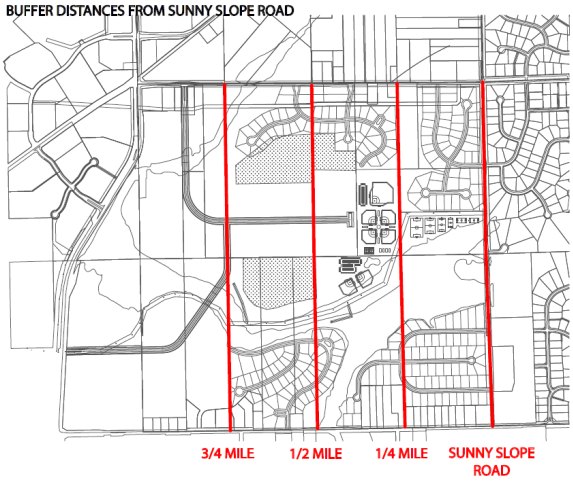
- *Provide a regional park complex.*

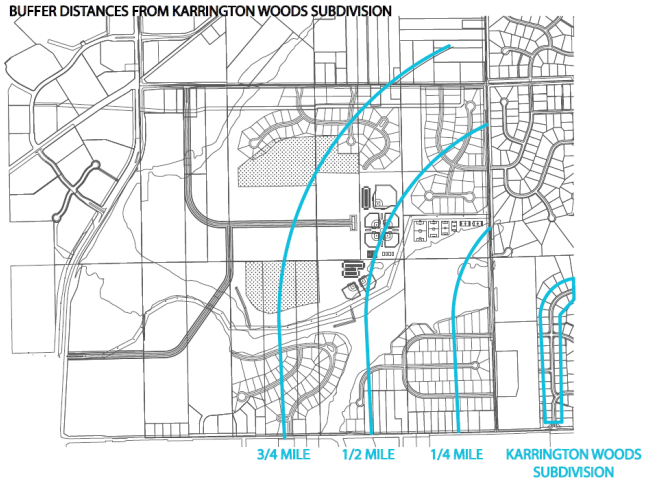
  Applicant understands the park complex is located east of this parcel.

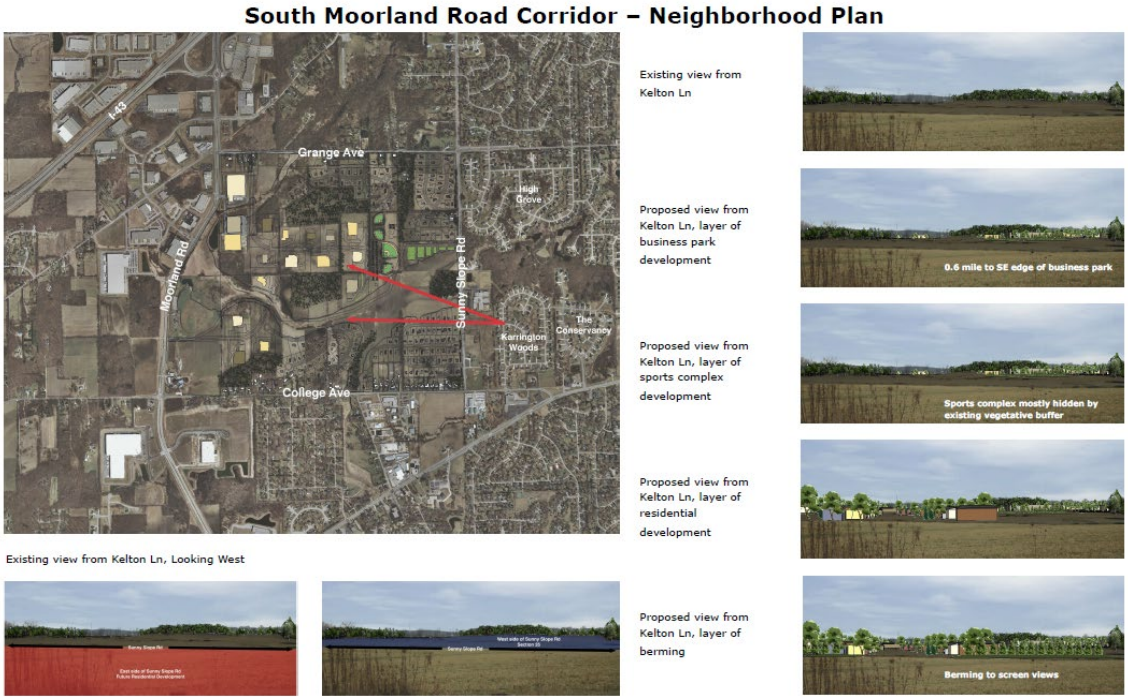
- *Westridge/Towne Corporate Business Park should be expanded as a major economic center for the City. The Business Park should continue to set an example of high standards in architecture, site planning, and sustainable practices. Primary uses should promote light manufacturing and office complexes.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

View Shed Transects









Development Policies:

- *Allow additional business office uses east of Moorland Road to respond to the growing interest in New Berlin. Additionally, allowing more office uses should help to offset tax increases and reduce development impacts on the school district. Business park/industrial, office, commercial and/or retail uses should be separated from residential areas with open space, vegetative buffers, new landscaping, and existing environmental features including wetlands, woodlands, existing tree rows, floodplain and environmental corridors.*

- *Now that the interceptor has been installed to service this area with sewer and water, continue to pursue the extension of local sewer and water mains to accommodate new development in the Section 35 area.*

  Applicant has provided concept civil plans that are under review by the City.

- *Encourage the continuation of agricultural uses as long as the property owners so desire. As agricultural lands transition to residential developments, the subdivision design could incorporate farming and agriculture uses as viable open space options.*

  Adjacent parcels will continue to be farmed.

- *As development occurs, require off-road paths and trail connections, where appropriate to connect to the City's Utility easement / public trail and on-road bike paths for both residential and non-residential development to create an interconnected trail system for much of the Section 34/35 area. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.*

  This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.

Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these off-road trails.

- *Include on-road bike paths for new streets and on existing streets where possible for non-residential development and major thoroughfares, and again, in order to create an interconnected trail system for much of the Section 34/35 area. Work to create linkages to the off-road paths and trail system through private development and/or public projects. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.*

  This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.

  Applicant will dedicate the right-of-way as part of future CSMs. The City will work with the applicant as to the placement of these on-road bike paths.

- *Require coordinated, pre-planned concepts/development proposals to ensure a cohesive and coordinated development pattern. Developments must take into consideration how adjacent parcels would be developed.*

  The development plan is consistent with the Future Land Use Map. This development shall connect to City Sewer and Water (currently there is no service provided to this parcel).

- *Although the City may wish to invest and construct roadway, public utility, storm water infrastructure improvements, the City should approve an overall official roadway map for the Section 34/35 area and require dedication of appropriate right-of-way areas, consistent with this map, at the time of land platting where private development is taking place. The development shall also construct the roadway, public utility, and storm water infrastructure to City specifications where the City deems it necessary in order to service that development and / or overall development for the area.*

- *Development proposals shall include appropriate utility easements and/or roadway reservations or dedications to ensure public infrastructure (utility or roadway) extensions/connections and a coordinated development pattern are achieved.*

- *Any future development requiring coordinated access and/or utility extensions in this area may require the applicant to submit a surety instrument to the City to cover future public improvements and cost contributions.*

- *All utility extensions shall be at the expense of the developer to service their respective developments. The City shall endeavor to collect funds from future developments that connect into the utilities where appropriate and collected funds shall be redistributed back to the developer that installed the infrastructure.*

- *Emphasize mixed-use developments with light industrial and office as the dominant land uses. Supporting hospitality related uses (i.e., hotels and table service restaurants) should complement the primary uses.*

- *Allow mixed-use development to extend south of the Westridge / Towne Business Park along Moorland Road to the City limits. In particular, pre-planned coordinated shopping centers are desired at both corners of the College Avenue and Moorland Road intersection.*

- *In conjunction with Waukesha County, the City should establish a traffic management plan for the area around the Moorland Road and College Avenue intersection so that as new development occurs, traffic can be efficiently managed.*
- *Require traffic impact studies to be submitted for new construction as indicated in the City Zoning Code requirements. The City should ensure that impact studies include consideration of the surrounding area at full build-out.*

  Applicant has provided a TIA.
- *Maintain a transportation system that minimizes cut-through and business-related traffic in adjacent residential areas.*
- *Ensure that lighting follows Zoning Code requirements so that any impact is minimized on surrounding properties.*
- *Request that Waukesha County accelerate the widening of Moorland Road to four lanes.*
- *The City should give consideration to the use TID, BID, or other economic development tools to fund necessary public improvements.*

Land Use:

- *Current Future Land Use Map:* Business Park / Industrial & Urban Residential
- *Proposed Future Land Use Map:* Business Park / Industrial (*See file # CP-2600598)*

ZONING CODE (CHAPTER 275): Yes, will meet all the requirements of Chapters 275-35B(6), 275-32B(1), 275-36(2), 275-37B (3) & (4), and 275-37E(3) of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): Yes

PUBLIC HEARING REQUIRED: Yes, a public hearing was held on June 1, 2026.

CONDITIONAL USE REQUIRED: No

USE / SITE /ARCHITECTURAL REVIEW:
Use Approval Required: Yes
Site Plan Required: Yes
Architectural Review Required: Yes, will be required at the time of Use, Site and Architecture review.

PROPOSED ARCHITECTURE: See attached concept building elevations.

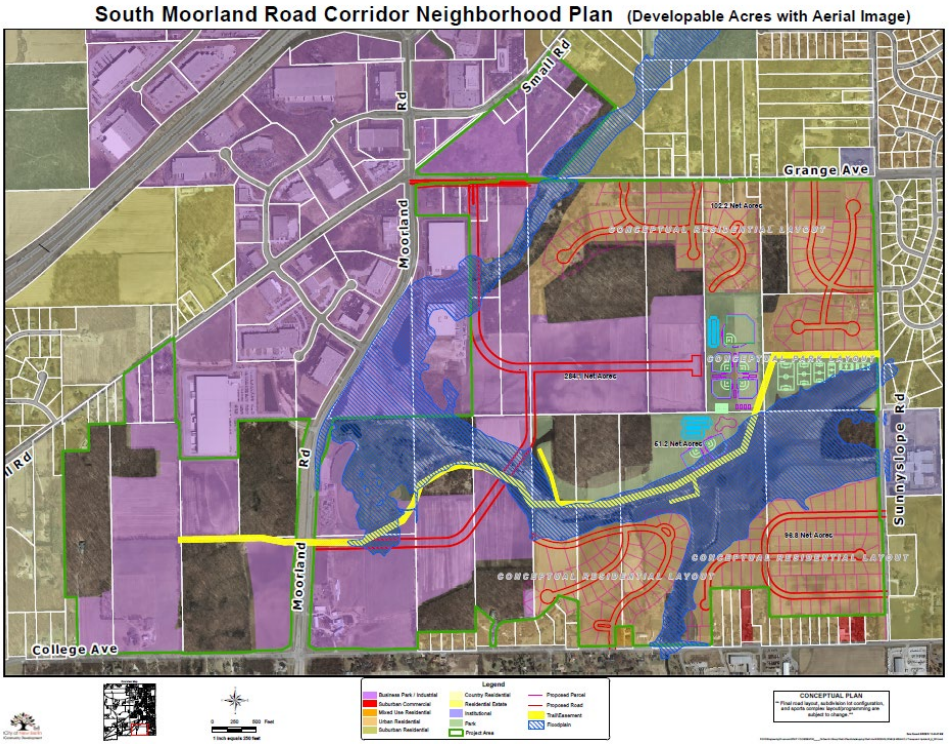
UNIQUE SITE CHARACTERISTICS:
Environmental Corridor: Yes, Environmental Corridor.
Wetland On Property: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.
Conservancy Districts (C-1, C-2): Yes, C-1 and C-2.
NRCS Map Classification: N/A
Floodplain: Yes
Topography / Geologic: The entire site slopes towards the valley in the middle. There are steep slopes near Grange Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: Applicant will dedicate the right-of-way as part of CSMs. The City will work with the applicant as to the placement of these on-road and off-road facilities for bicycles and pedestrians, which includes a sidepath within the proposed right-of-way off Moorland Road.

- The Comprehensive Plan, Chapter 6, Section "Needs Assessment for Bicycle and Pedestrian Routes"
  - "Better bicycle and pedestrian trail linkages between residential subdivisions and other subdivisions, parks, schools, libraries and commercial nodes."
- The Comprehensive Plan, Chapter 6, Section "Polices for multi-modal transportation"
  - "Construct bicycle and pedestrian facilities as recommended by the Comprehensive Plan."

PARK & OPEN SPACE PLAN: Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these on-road and off-road facilities for bicycles and pedestrians, which includes a sidepath within the proposed right-of-way off Moorland Road.

- Table 7: Public Park and Recreation Facilities, identifies a community park in Section 35.
- Table 8: Public Trails, identifies a planned City trail within Section 35.
  - This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.



NATURAL RESOURCES PROTECTION:

Limits of Disturbance (LOD): Not applicable for a rezoning. Any future work will need to be approved by DCD prior to work occurring on site and will require an erosion control plan.
Woodland, Tree, and Vegetation Protection: Not applicable for a rezoning.
Wildlife Habitat Protection: Not applicable for a rezoning.
Wildlife Management Plan: Not applicable for a rezoning.

ENVIRONMENTAL IMPACT: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.

STORM WATER MANAGEMENT / DRAINAGE PLAN: Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development. They have included a conceptual storm water plan layout. Additional detailed reports will be submitted at the time of Use, Site and Architecture application.

SANITARY SEWER PROVISION:
Within Current Sewer Service Area: Yes
Basin Capacity Available: Yes
Adequate Linkage: Will be determined during the Use, Site and Architecture application.
Onsite System Required: Not required as these properties are within the MMSD Current Sewer Service Area.

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

TRAFFIC IMPACT: The applicant submitted a Traffic Impact Analysis dated January 28, 2026**.** To address any potential future traffic impacts at the study area intersections, it is necessary to identify the hourly volume of traffic generated by anticipated development. The development is expected to be built out over two phases with the phased built out expected to include the following (Note: the building size information below is what was listed in the TIA):

Phase I (South Building - Year 2026)
- Manufacturing – 725,000 SF
- Warehousing – 400,000 SF

Phase II (North Building - Year 2036)
- Light Industrial - 425,000 SF

The analysis predicts that the first phase is expected to generate about 3,610 new trips (operating over three shift periods) on a typical weekday under the initial build. With 520 new trips (395 in/125 out) during the weekday AM peak hour and 690 new trips (210 in/480 out) during the weekday PM peak hour. Under full build out conditions, the light industrial user is expected to generate a total of about 5,260 new trips (operating over three shift periods) on a typical weekday. With 815 new trips (655 in/160 out) during the weekday AM peak hour and 805 new trips (225 in/580 out) during the weekday PM peak hour.

In 2029 and as shown in Exhibit 1-4, Waukesha County plans to reconstruct Moorland Road between Grange Avenue and College Avenue to a four-lane median separated cross section with intersection modifications (longer turn lanes) regardless of this development. Additional modifications, above and beyond the Waukesha County planned modifications, were provided for the Initial Build (Exhibit 1-3) and Full Build (Exhibit 1-4) traffic conditions as follows:

- “Initial Build Traffic” – These modifications are expected to be necessary to accommodate the Year 2026 Initial Build traffic volumes which includes phase I initial build out of the proposed manufacturing/light industrial development.

- "Background Traffic" – These modifications are expected to be necessary to accommodate the Year 2036 Background traffic without the proposed development, which includes the modifications required from general background growth in the study area through the year 2036. The background traffic recommended modifications are in addition to conditions as they currently exist and do not include any on-site or off-site development.
- "Full Build Traffic" – These modifications are expected to be necessary to accommodate the Year 2036 Full Build traffic volumes which includes full build out of the proposed manufacturing/light industrial development as well as the general background traffic growth in the study area through the year 2036. Full Build traffic modifications are in addition to background traffic recommended modifications.

For future planning purposes, additional development within the Section 34/35 area was also considered as part of the study. These off-site developments included a mix of commercial, retail, office, light industrial and residential land uses. Additional modifications, above and beyond the planned Waukesha County modifications as well as the proposed development modifications were provided in the TIA.

Exhibits from TADI are attached.

SCHOOL DISTRICT IMPACT: N/A

PREVIOUS ACTION: No formal applications for development have been submitted on the parcels except for the driving range, which will remain.

PREVIOUS ACTION: SOUTH MOORLAND ROAD (SECTION 35) COMPREHENSIVE PLAN AMENDMENTS: Approximately two years of public comment and 29 meetings were held with those interested in the Comprehensive Plan Amendments for Chapter 10, 17, and 18 to plan for the Section 35 / South Moorland Road Corridor area.

- **12/1/2014** Staff presented a memo to the Plan Commission dated November 10, 2014 summarizing the Section 35 Master Planning Update.
- **3/28/2015** Staff began holding the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours." Office hours continued through June. Upwards of 12,000 postcards were sent out to residents in the City of New Berlin notifying them of the office hours held in June.
- **4/08/2015** Staff notified the Plan Commission of the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours".
- **5/5/2015** Plan Commission requested the Common Council set a Public Hearing date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- **7/28/2015** Common Council set a date for a Public Hearing for the amendments.
- **8/24/2015** Special Plan Commission Meeting - Commission presentation & discussion on recommendations and action.
- **9/9/2015** Public Hearing
- **10/5/2015** Plan Commission action & recommendation to Council
- **10/13/2015** Common Council action to approve.

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

AMENDMENTS: The Plan Commission adopted amendments to the Zoning Code reflecting the Comprehensive Plan amendments above, which established a new Zoning District for this area of the City, which was the M-3, Section 35 Business Park Development District.

- **12/17/2015** Plan Commission held a public hearing.
- **1/6/2016** Plan Commission approved the amendment.
- **1/12/2016** Common Council approved the amendment.

PREVIOUS ACTION ROCKWELL AUTOMATION DEVELOPMENT:

- **4/14/2026** Common Council set the date for a joint public hearing on June 1, 2026, for a Rezoning and Comprehensive Plan amendment for Rockwell.
  Common Council authorized an agreement to hire Ehlers & Associates to prepare a TID Project Plan for Tax Incremental District # 6. Further information will follow.
- **5/13/2026** Neighborhood meeting for Rockwell.
- **6/1/2026** Plan Commission held a joint public hearing on the rezoning/PUD and Comprehensive Plan amendment request.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

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

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

      The Future Land Use map identifies this majority of this area as Business Park / Industrial. Area identified as Urban Residential on parcels located at 14811 & 14655 W. Grange Avenue is being requested to be amended to Business Park/Industrial. This rezoning request is consistent with the Comprehensive Plan Amendment request on file (CP-2600596) and the overall intent of the Chapters.

      There are areas on the site that will remain C-1, some of which contain Environmental Corridor. To further protect this area, DCD Staff may recommend the use of a Conservation Easement be used to protect the area at the time of Use, Site and Architecture application. Please see the "Findings" section below for additional information.

   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. Adequate sewer and water facilities are available and will be further analyzed at the time of Use, Site and Architecture application.

      The applicant has submitted a Traffic Impact Analysis.

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

      Yes, the proposed rezoning is compliant.

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

Yes, the proposed rezoning is compliant. The applicant is preparing a wetland delineation for this parcel and will register the wetlands on the City's Zoning Map.

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

Yes, is compliant.

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. It will be consistent with the surrounding M-1, M-3, C-1 and C-2 Zoning Districts and the Future Land Use Map.

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

- ✓ Growth & Development Master Plan Update – 2001; and
- ✓ Comprehensive Plan - 2020

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

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

2. Staff may require a Conservation Easement as part of the CSM application (File #: LD-2600598) or the Use, Site and Architecture Application. The easement will encompass the Environmental Corridor areas and likely the C-1 areas that will remain.

3. Proposed roadway reconstruction projects in the Section 35 Area are dependent on the timing of Capital Improvement Program (CIP) funding. Sunny Slope Road and Grange Avenue are included in the City's 5-year CIP list. Please see the attached staff summary.

4. The applicant has simultaneously applied for a Comprehensive Plan Amendment (see file #: CP-2600596), several Certified Survey Map applications (see file's #: LD-2600598, LD-2601026, LD-2601027 & LD-2601028). Action for these applications is anticipated for the July 15, 2026 Plan Commission meeting. The applicant also submitted a Use Approval application (see file #: UA-2601030. This item will be reviewed at a future Plan Commission meeting.

5. The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay has been prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative and operational support uses.

   a. Phase I (South Building): 830,055 sq. ft. (including ~ 787,320 sq. ft of manufacturing and ~ 42,320 sq. ft. of office). Possible future expansion of Phase I may include an additional ~200,000 sq. ft. per File #: 2601030.

   b. Phase II (North Building, along Grange Avenue) may be developed as light industrial at a future date. Traffic Study estimated a possible 425,000 sq. ft. building.

6. Mary Claire Lanser with Lanser Public Affairs LLC provided door-to-door community outreach for this development. See attached report.
7. The applicant held a neighborhood meeting on Wednesday, May 13, 2026. Approximately 882 notices were mailed out and about 77 people attended. See attached Question and Answer Handout.
8. Additional information will be provided when the Use, Site and Architecture submittal is received.
9. General Comments:
    a. Waukesha County will be the approving authority on the roadway improvements and access permitting along CTH O (Moorland Road).
    b. A TIA dated January 28, 2026 has been submitted. Locations of recommended improvements for the initial build-out include:
        (1) Intersection of Moorland Road and Woods Edge Road
        (2) Intersection of Grange Avenue and proposed driveway to the development site
        (3) Intersection of Moorland Road and College Avenue
        (4) Intersection of Moorland Road and Grange Avenue
    c. A Development Agreement will be required for the proposed improvements. See the Development Handbook for public infrastructure requirements.
        (1) A public road is being proposed from Moorland Road, aligning with Woods Edge Road to the west.
        (2) On-road and off-road facilities for bicycles and pedestrians are required, which includes a sidepath within the proposed right-of-way off Moorland Road.
10. A Special Conditions Apply (SCA) overlay will be added to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 Zoning District. Per Zoning Code Section 275-37E(3) “for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply.
11. A petition in opposition has been received, and it is in the public hearing Plan Commission packet dated June 1, 2026, on the website. Other communications regarding the project received since the public hearing are in the packet for this meeting.
12. Since the Plan Commission meeting the developer notified the city, they will no longer be making a PUD request for the increased height. The height of the building will adhere to the M-3 Zoning District of 45’.

D.R.C. RECOMMENDATION: See executive summary.

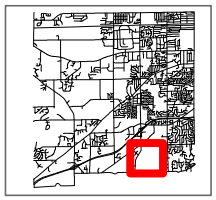
Attachments:
Location Map
Plan of Operation Letter
Zoning Comparison Map
CSM
Proposed Roadway Reconstruction Projects – Section 35 Area (Staff Map)
Development Plans
Draft PUD Ordinance # 2720

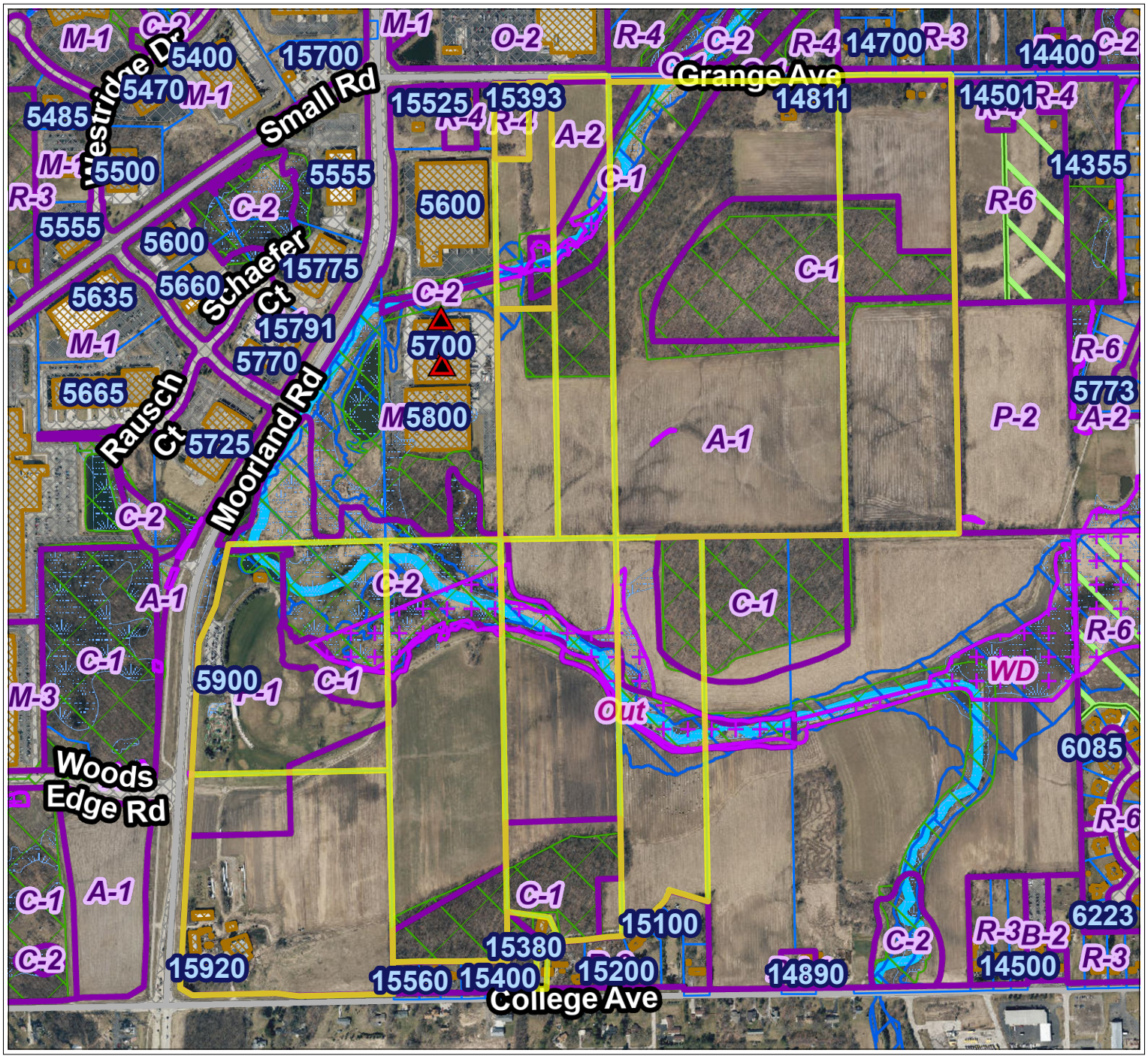
Question and Answer Handout
Door to door summary

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

City of New Berlin
Community Development

Rockwell Automation





Parcels
Road Right-of-Way
Conservation Easement
Environmental Corridor

Floodplain FEMA DFIRM
FEMA DFIRM - Zone A
FEMA DFIRM - Zone AE
FEMA DFIRM - 0.2% Chance

Wetland

Zoning Wetland Registration
Registered Wetland
Outside Wetland

Zoning Overlay
PUD
Special Conditions Apply
SPO

Zoning Boundaries

N

0 400 800
ft

Scale is estimate - not survey

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 photogrametric 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.

City of New Berlin
Department of Community Development
3805 S. Casper Drive
New Berlin, WI 53151

Re: Department of Community Development
Plan of Operation Report
Proposed Planned Unit Development (PUD) Rezoning

April 6, 2026

Dear Review Staff:

On behalf of the applicant, **SunCap Property Group**, we respectfully submit this Plan of Operation Report in support of:

1. A Comprehensive Plan Amendment
    a. From: Business Park/Industrial and Urban Residential
    b. To: Business Park/Industrial (see attached Land Use exhibit)
2. A Rezoning request
    a. From: A-1 Agricultural, A-2 Agricultural & Rural Holding, R-4 Low Density S-F Residential, M-1 Light Manufacturing, P-1 Park & Recreation, C-1 Upland Resource Conservancy & C-2 Shoreland Wetland Holding Districts.
    b. To: A-1 Agricultural, M-3 (PUD) / Section 34-35 Business Park Development District Planned Unit Development, P-1 Park & Recreation, C-1 Upland Resource Conservancy & C-2 Shoreland Wetland Holding Districts. (see attached Zoning exhibit)

The proposed facility will be operated by **Rockwell Automation, Inc.**, a global leader in industrial automation and digital transformation. This Plan of Operation Report is intended to provide a concise, operations-focused overview appropriate for the rezoning stage of review. Additional detail will be provided through companion submittals, including site plans, architectural renderings, engineering documentation, and proposed PUD zoning language.

Proposed Use

The proposed Planned Unit Development will accommodate an advanced manufacturing campus, which may include:

- Manufacturing and assembly operations
- Warehousing and distribution functions
- Office, administrative, and operational support uses

Operations will be conducted in a manner consistent with contemporary advanced manufacturing facilities and applicable zoning standards.

General Operations

General site operations are anticipated to include:

- Employee and visitor parking
- Truck circulation and loading/unloading at designated dock areas
- Refuse and recycling services located within screened or enclosed service areas

No permanent outdoor storage is proposed unless otherwise approved by the City.

All operations will comply with applicable City of New Berlin ordinances and State and Federal regulations.

Employment and Economic Activity

Hundreds of new jobs will be created and capital investment in the building is expected to be between $211 million and $246 million.

Existing Conditions and Site Cleanup

The project includes demolition of existing structures on the property, including residences identified in the environmental assessment as having mold infestation and potential structural concerns, along with other buildings that are not in consistent ongoing use. All clean up efforts will be done in compliance with environmental regulations utilizing proper disposal locations as
required.

Traffic and Circulation

Site access and circulation will be designed to efficiently accommodate employee, visitor, and truck traffic while minimizing impacts to surrounding roadways.

- Primary truck routes will utilize major arterial roads and regional transportation corridors. Access to and from the site will be focused to the Moorland Rd entrance with minimal access via Grange Ave.

- A traffic impact analysis is currently in progress and is expected to be submitted by April 7, 2026

- Review and approval will be required by applicable municipal and county reviewing authorities, as appropriate

---

Refuse and Recycling

Refuse and recycling is expected to be non-toxic and contained within a limited area that is screened and/or fenced from public visibility as much as possible

---

Utilities and Infrastructure

The proposed development will be served by public utilities and infrastructure extensions as required. Improvements may include roadway, power, water, and sanitary sewer extensions. Based on the anticipated usage requirements of the facility, existing water and sewer systems are expected to be sufficient to serve the development without material strain on those systems. The scope, timing, and responsibility for these improvements will be coordinated with the City and applicable reviewing authorities. The proposed facility is not a data center and its power demand is expected to be significantly lower than energy-intensive commercial uses like a typical data center.

Conclusion

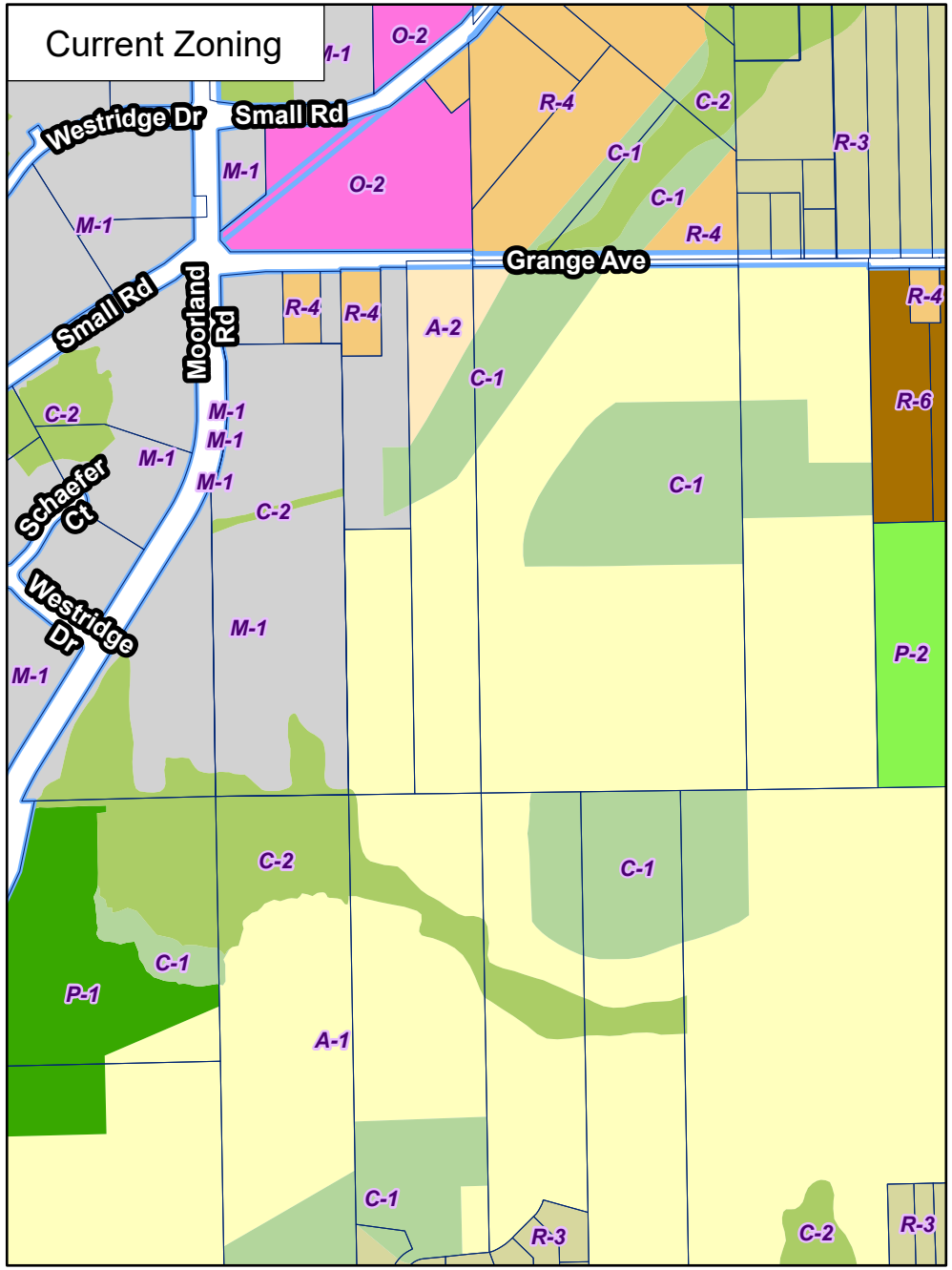
This Plan of Operation Report is submitted to demonstrate that the proposed development can operate in a compatible and responsible manner consistent with the intent of the Planned Unit Development zoning district. Additional detail will be provided through companion submittals and subsequent review stages as the project advances.

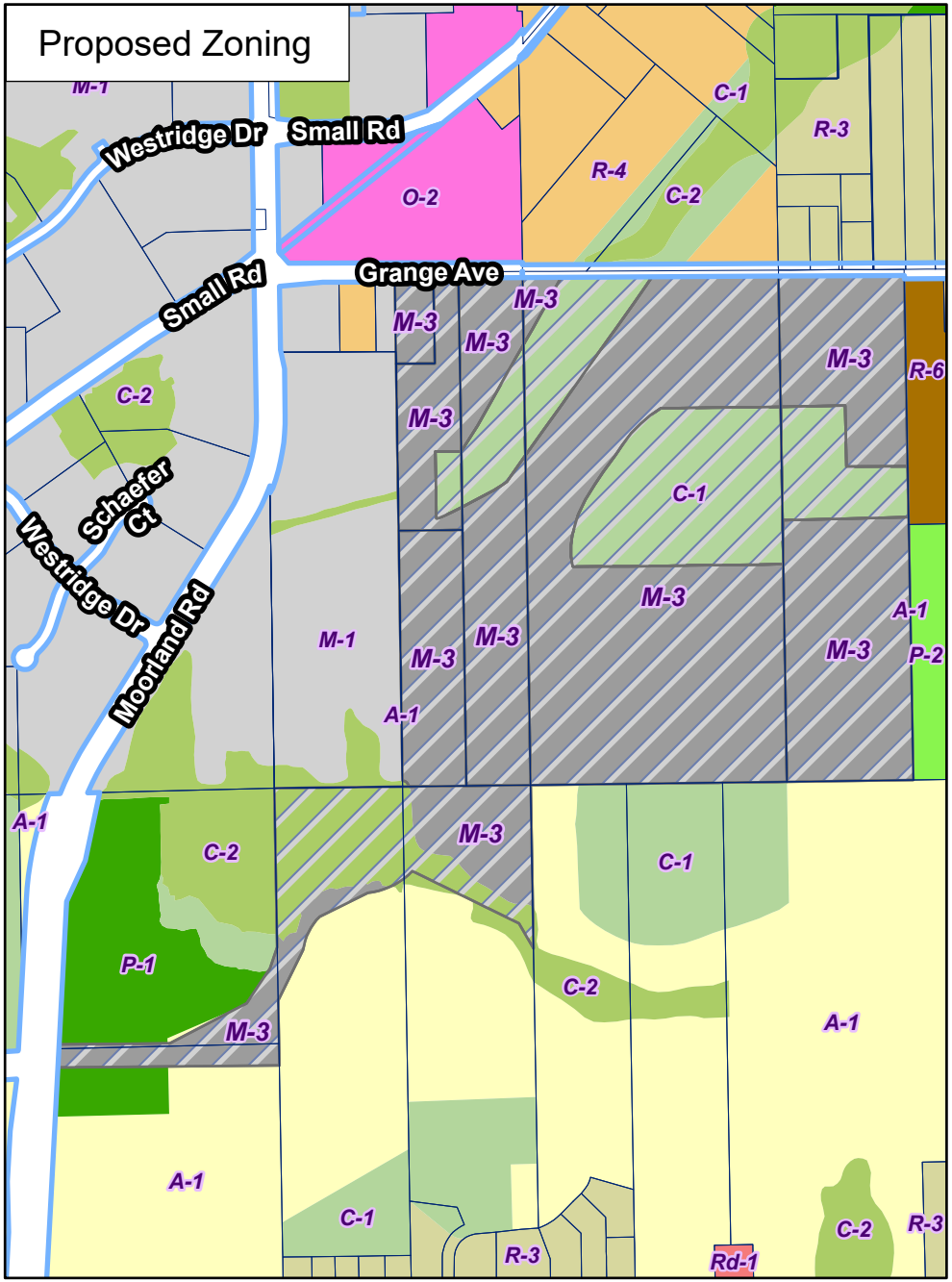
We appreciate the City's time and consideration and look forward to continued coordination throughout the rezoning review process.

Respectfully submitted,

SunCap Property Group
Patrick Theodossiou
Development Director
252-229-2501
ptheodossiou@suncappg.com

This Plan of Operation Report is intentionally concise and may be refined as additional information becomes available.





City of New Berlin
Community Development

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

RZ-2600597
Rockwell Automation
Taxkey #'s: 1290998, 1290998002, 1290998003, 1290998001, 1290999, 1289998, 1291997, 1291986001, 1291994, 1288997, 1288999.

Legend
- Parcels
- Road Right-of-Way

N

0 425 850 Feet

23

P:\DCD\Projects\RZ\RZ-2600597_ROCKWELLGIS\

LEGEND

EXISTING ZONING

- C-1: UPLAND CONSERVANCY
- C-2: SHORELAND-WETLAND CONSERVANCY
- A-1: AGRICULTURAL

PROPOSED ZONING

- OVERALL PROJECT AREA (±198 ACRES)
- CONSERVATION ZONING AREAS THAT MAY BE GRADED AND/OR DISTURBED DURING PROPOSED DEVELOPMENT
- M-3 PUD OVERLAY DISTRICT

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 250' 500'

W GRANGE AVE

W SMALL RD

C.T.H. "O" / S MOORLAND RD

FUTURE DEVELOPMENT

WETLANDS

POND

POND

POND

TAX KEYS:
NBC 1290-998-003
NBC 1290-998-002
NBC 1290-998-001
NBC 1289-999
NBC 1289-998
NBC 1289-995

POTENTIAL SUBSTATION

FUTURE TRAILER STALLS

TRAILER STALLS

TRUCK DOCKS

TRUCK DOCKS

FUTURE TRUCK DOCKS

LIGHT INDUSTRIAL USE

CAR PARKING

FUTURE LIGHT INDUSTRIAL USE

FUTURE TRUCK DRIVE

LANDSCAPE BUFFER

OFFICE

CAR PARKING

CAR PARKING

FUTURE TRUCK DOCKS & TRAILER STALLS

COMP. FLOOD STORAGE

STORMWATER POND

OWNER: VIRGIL SALTZMANN
TAX KEY # NBC 1288-999

OWNER: VIRGIL SALTZMANN & RAYMOND E SALTZMANN
TAX KEY # NBC 1288-997

OWNER: RAYMOND E SALTZMANN & MARIE L NEILSEN
TAX KEY # NBC 1291-994

OWNER: BAAS FARM LLC
TAX KEY # NBC 1291-986-001

OWNER: BAAS FARM LLC
TAX KEY # NBC 1291-997

C.T.H. "HH" / W COLLEGE AVE

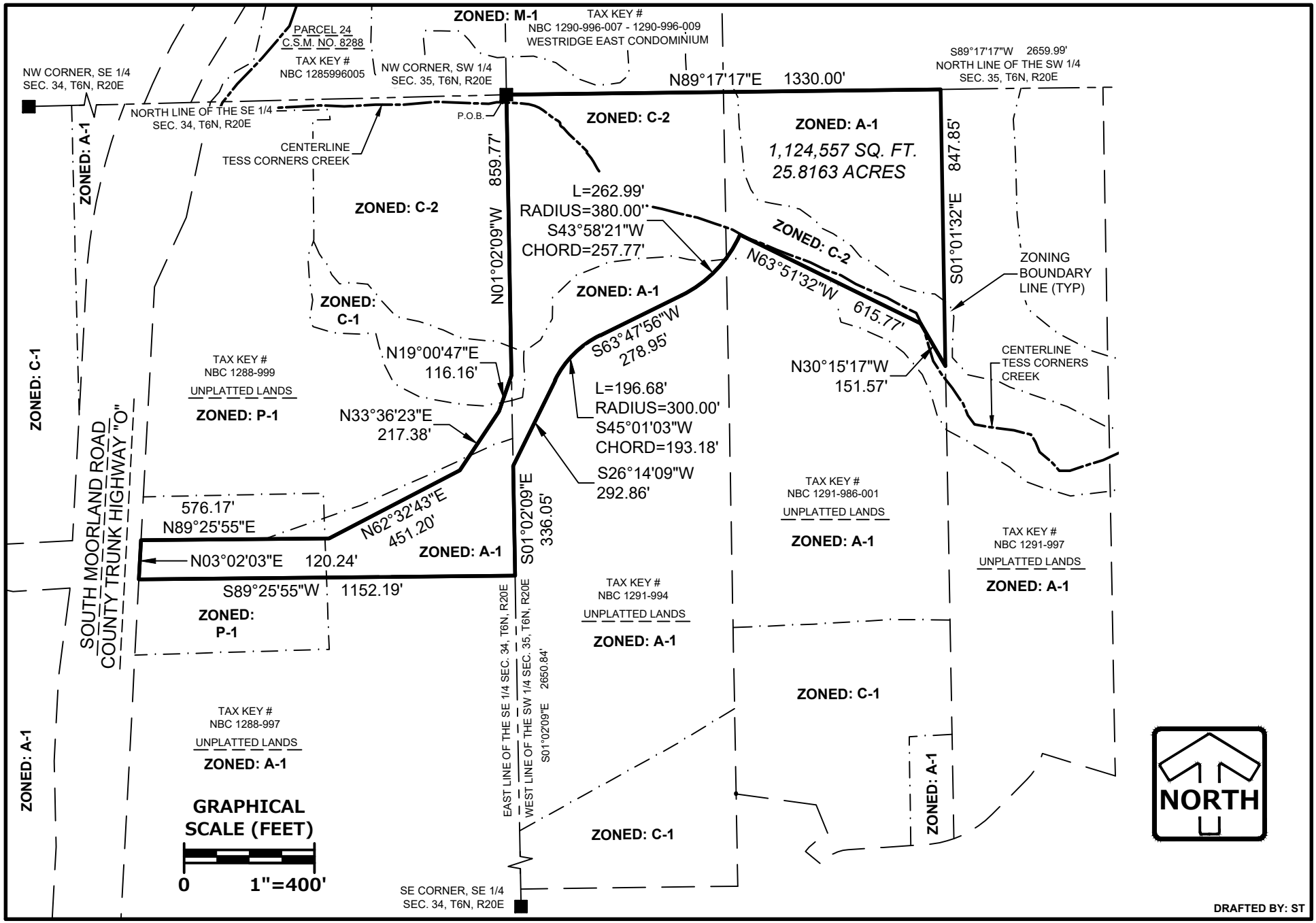
Z:\PROJECTS\2015\594.00A-WI\CAD\EXHIBITS\2026-04-24_594.00A REZONING EXHIBIT.DWG 4/24/2026 12:53 PM

ZONING EXHIBIT

04/24/2026

PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER **JOB #:** 594.00A



Z:\PROJECTS\2015\594.00-WI\SURVEY\CAD\VOID\2026-04-24_594.00 EXHIBIT BOUNDARY SOUTH.DWG

SOUTHERN BOUNDARY EXHIBIT

04/24/2026

PINNACLE ENGINEERING GROUP

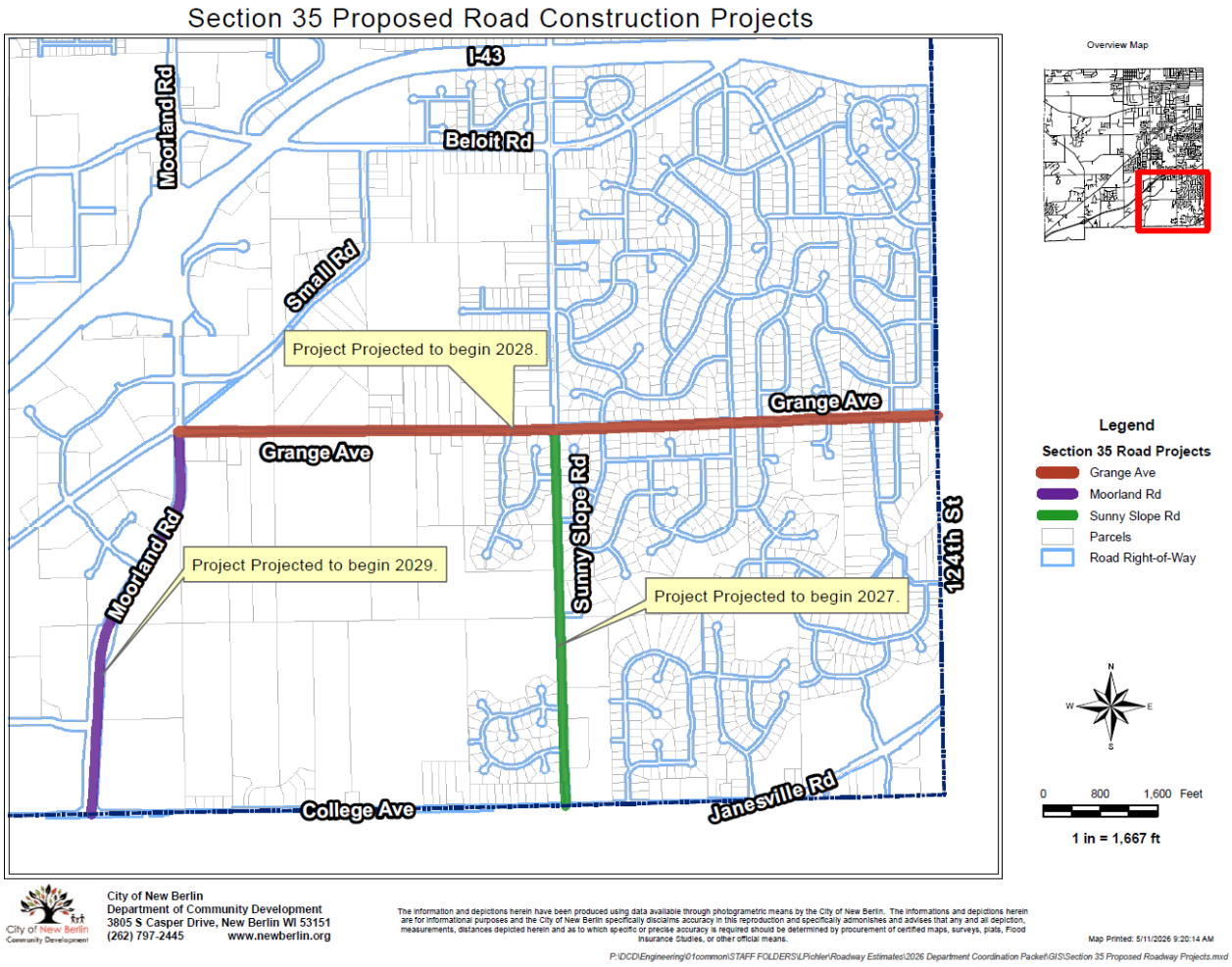
PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB #594.00

Proposed Roadway Reconstruction Projects – Section 35 Area



Sunny Slope Road – Grange Avenue to College Avenue

Jurisdiction: City of New Berlin
Design: Complete
Real Estate Acquisition: Complete
Utility Relocation: In progress, to be completed in 2026
Construction: Bid in Fall 2026 for Spring 2027 start.
Funding Source: City CIP or Developer TIF
Description: Proposed one lane in each direction with paved shoulder. Improved pedestrian accommodations.

Moorland Road – Grange Avenue to College Avenue

Jurisdiction: Waukesha County
Design: 60% Complete
Real Estate Acquisition: In Progress
Utility Relocation: Coordination in progress
Construction: 2029 (Per Waukesha County)
Funding Source: State STP
Description: Proposed two lanes in each direction with grass median. Intersection improvements at College Avenue, Woods Edge Road, and Grange Avenue.

Grange Avenue – Moorland Road to 124th Street

Jurisdiction: City of New Berlin
Design: 30% Complete
Real Estate Acquisition: Starting 2026
Utility Relocation: Starting Fall 2027
Construction: 2028
Funding Source: City CIP or Developer TIF
Description: Proposed one lane in each direction with paved shoulder.

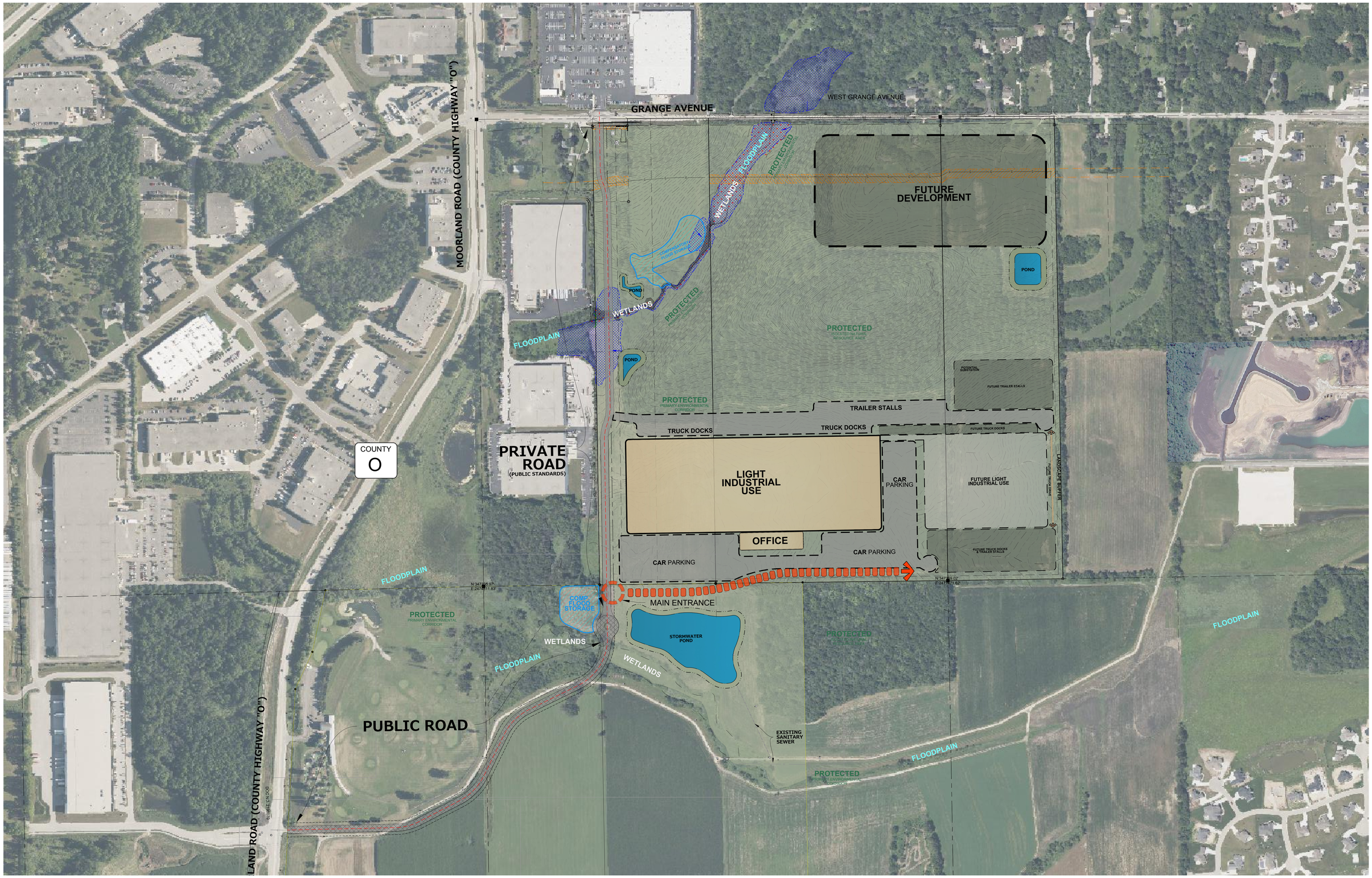
Developer Funded Projects:

Grange Avenue & Costco Driveway: Traffic Signal
Woods Edge Road extension east of Moorland Road

Note: All projects are pending approval of funds. All dates are subject to change.

PROJECT GRAVITY
5533-001-00

SCHEMATIC SITE PLAN



HGA

PINNACLE ENGINEERING GROUP

SunCap
PROPERTY GROUP®

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 200' 400'

SHEET SIZE: 30" x 42"

03/31/2026

1" = 200'-0"

HGA

PINNACLE ENGINEERING GROUP

SunCap PROPERTY GROUP®

NORTH

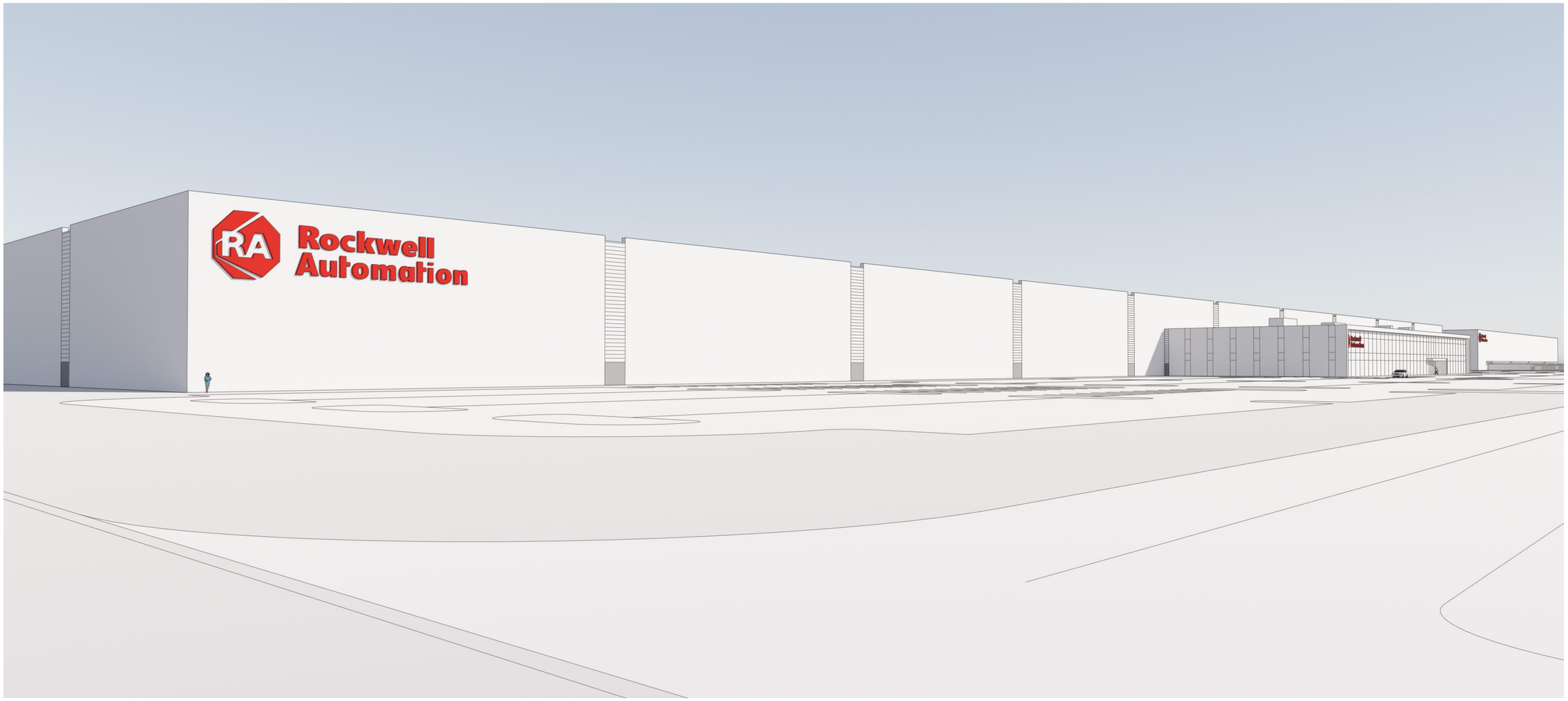
GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

SHEET SIZE: 30" x 42"

03/31/2026

1" = 100'-0"

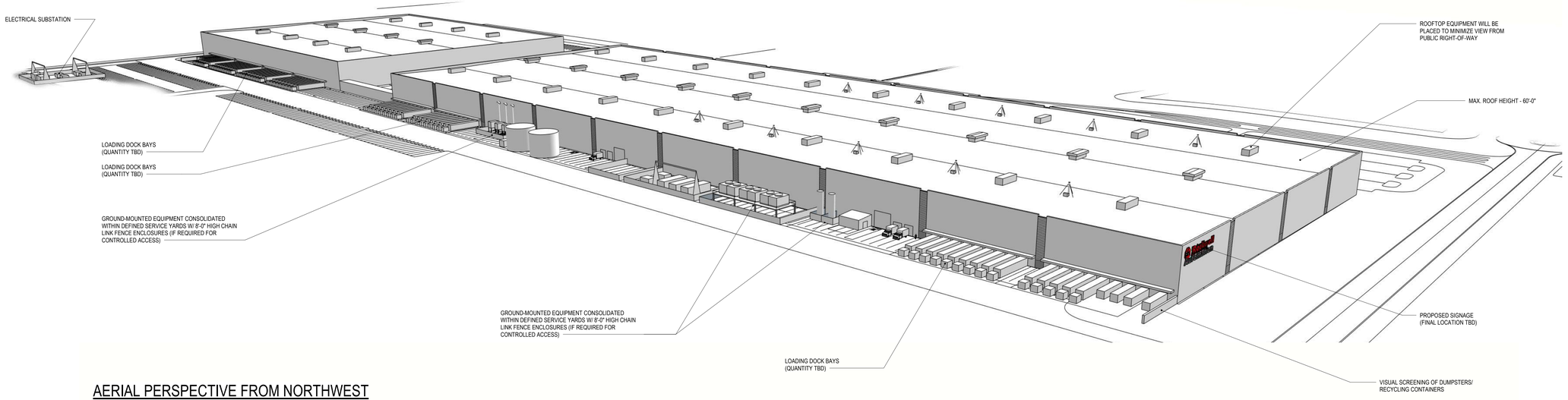


ENTRY PERSPECTIVE FROM SOUTHWEST

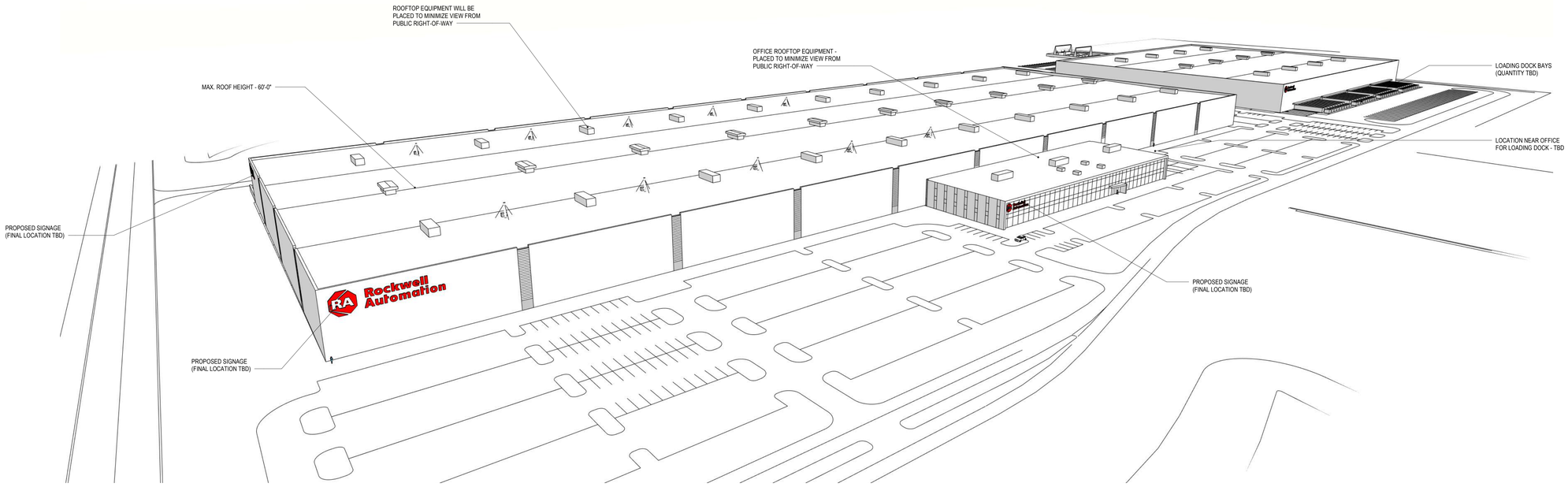
SHEET INDEX

00 - COVER SHEET
01 - SITE PLAN (PINNACLE)
02 - AERIAL PERSPECTIVES
03 - BUILDING PLAN
04 - BUILDING CROSS SECTIONS

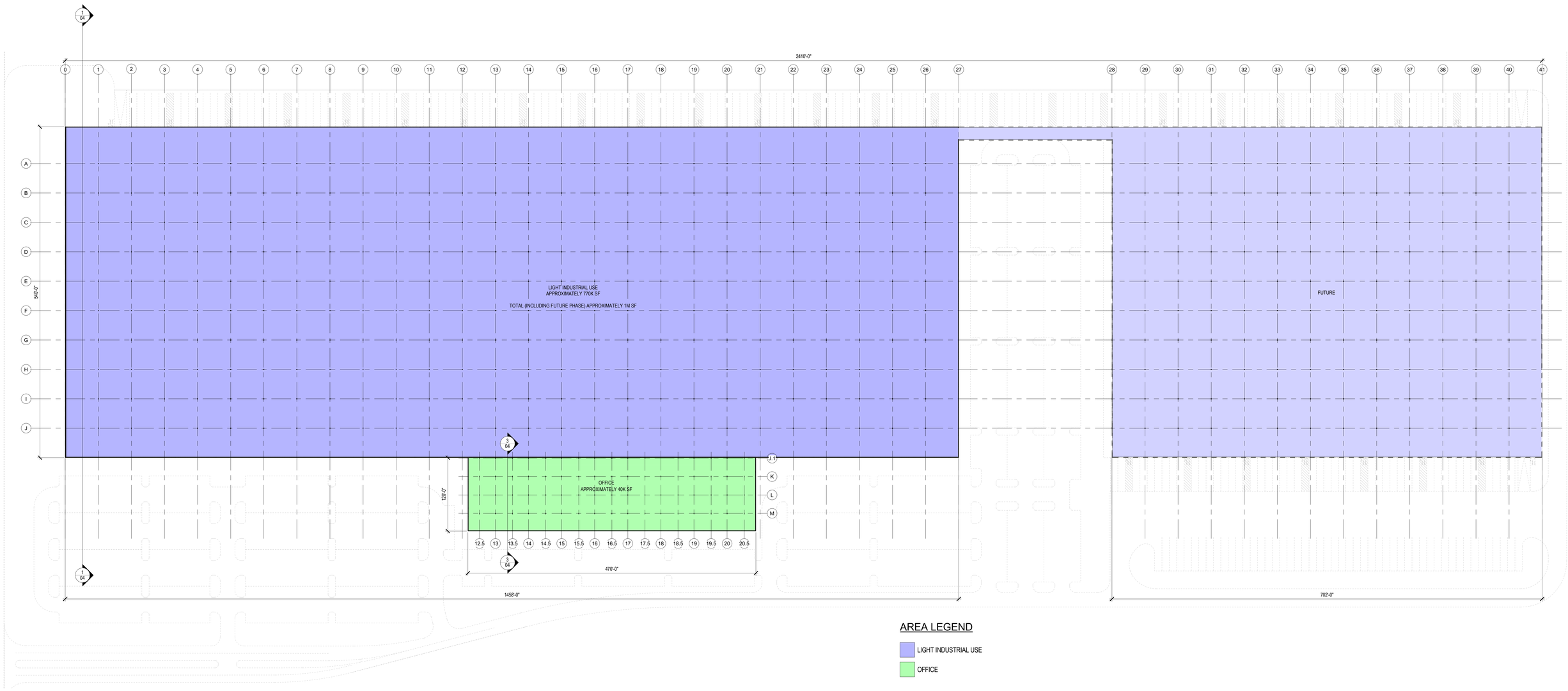
HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®



AERIAL PERSPECTIVE FROM NORTHWEST



AERIAL PERSPECTIVE FROM SOUTHWEST



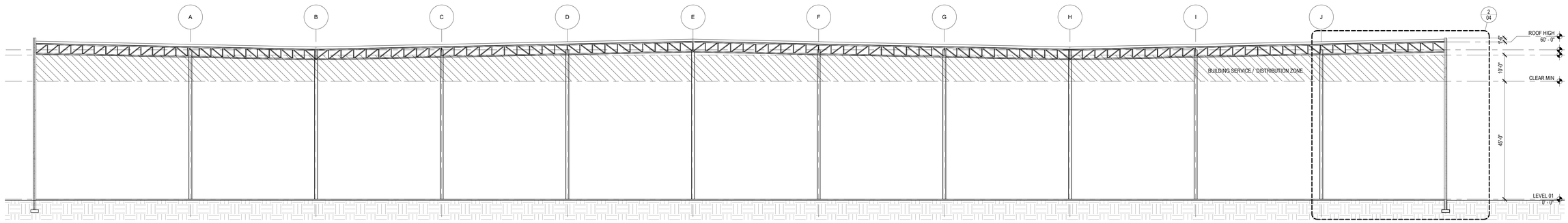
AREA LEGEND

- LIGHT INDUSTRIAL USE
- OFFICE

1 BUILDING PLAN

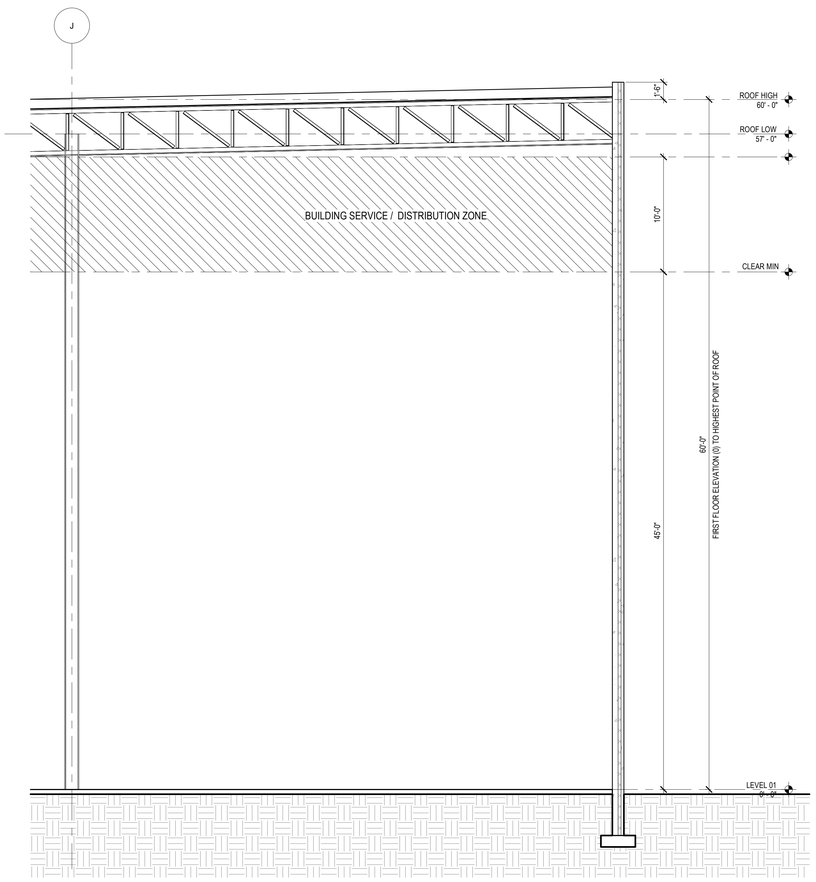
0 24' 48' 96' 144'

HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®



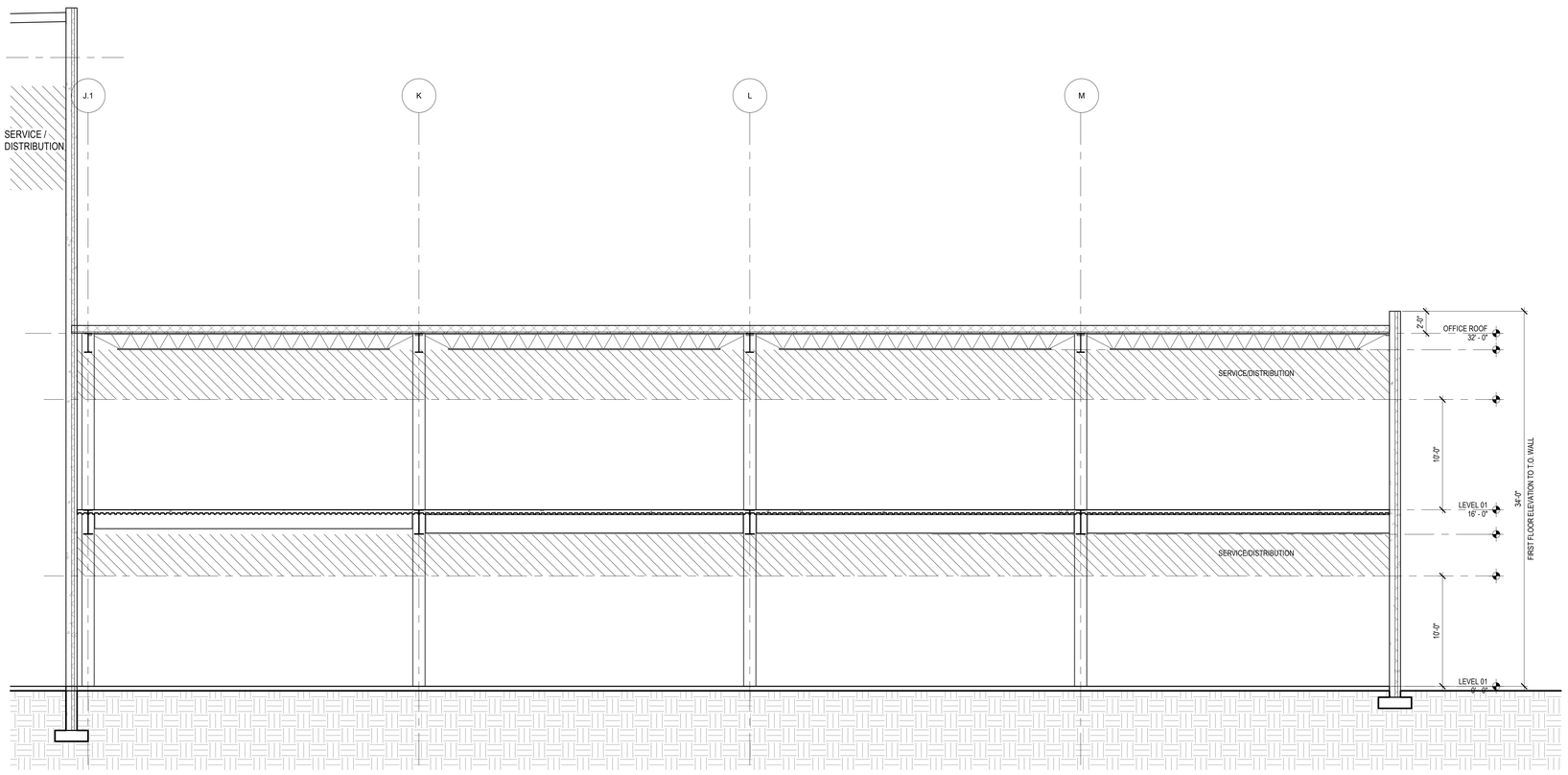
1 TRANSVERSE SECTION
1/16" = 1'-0"

0 8' 16' 32'



2 SECTION BAY
3/16" = 1'-0"

0 2' 4' 8' 12'



3 SECTION - NORTH/SOUTH OFFICE
3/16" = 1'-0"

0 2' 4' 8' 12'

HGA PINNACLE ENGINEERING GROUP SunCap PROPERTY GROUP®

ORDINANCE NO. 2720

Rockwell PUD / Planned Unit Development

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

SECTION I

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

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

WHEREAS, the Applicant Patrick Theodossiou with SunCap Property Group has submitted an application for a Planned Unit Development Overlay District located at:

- 15393 W. Grange Avenue (Tax Key #: 1290.998) [E. James Rausch, Marie A. Rausch A. May – 2 Acres]
- Tax Key #: 1290.998.002 [E. James Rausch – 10.11 Acres]
- Tax Key #: 1290.998.003 [E. James Rausch, Marie A. Rausch, Marie Rausch A. May – 7.92 Acres]
- 15301 W. Grange Avenue (Tax Key #: 1290.998.001) [E. James Rausch – 20.34 Acres]
- 14811 W. Grange Avenue (Tax Key #: 1290.999) [Loomis Farm, LLC – 80.22 Acres]
- 14655 W. Grange Avenue (Tax Key #: 1289.995) [Maureen E. Bosch Revocable Trust - 39.83 Acres]
- Tax Key #: 1291.997 [Baas Farm, LLC - 24.49 Acres]
- Tax Key #: 1291.986.001 [Baas Farm, LLC – 34.84 Acres]
- Tax Key #: 1291.994 [Raymond E. Saltzmann, Marie L. Nielsen – 37.13 Acres]
- 15920 W College Avenue (Tax Key #: 1288.997) [Virgil A. Saltzmann, Raymond E. Saltzmann – 34.94 Acres]
- 5900 S Moorland Road (Tax Key #: 1288.999) [Virgil Saltzmann – 32.18 Acres]

in accordance with Sections 275-23 and 275-39(B)(1) of the New Berlin Municipal Code; and

WHEREAS, the proposed PUD will necessitate an amendment to the City of New Berlin Comprehensive Plan. The procedure for the creation of a PUD Overlay District and the amendment to its Comprehensive Plan has been followed in compliance with Sections 275-21.1, 275-22 and 275-23 of the New Berlin Municipal Code; and

WHEREAS, a Joint Public Hearing was held on June 1, 2026 before the Plan Commission to receive comments concerning the proposed Planned Unit Development Overlay District Ordinance # 2720, as well as the proposed Comprehensive Plan Amendment. Additionally, a neighborhood meeting was held on May 13, 2026 to review the development and;

WHEREAS, based upon the recommendation from the Plan Commission at a meeting held on July 15, 2026 to INSERT MOTION the Rockwell Planned Unit Development Ordinance # 2720, along with INSERT MOTION of the amendment to the City's Comprehensive Plan and;

NOW, THEREFORE, BE IT HEREBY RESOLVED AND INSERT IF ADOPTED BY THE CITY OF NEW BERLIN, the Planned Unit Development Overlay Ordinance # 2720 – Rockwell PUD Overlay District is hereby **INSERT IF ADOPTED** pursuant to Chapter 275-39(B)(1) of the New Berlin Municipal Code as follows:

SECTION II

Planned Unit Development Summary

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

Unless specified otherwise by this ordinance, any regulation not listed shall be regulated in accordance with the Zoning Ordinance dated June 10, 2025 and underlying zoning districts: Section 275-35B(6) M-3 Section 34-35 Business Park Development District, Section 275-37B(3) C-1 Upland Resource Conservancy District, and Section 275-37B(4) C-2 Shoreland Wetland Holding District.

The parcels of land that are the subject of this ordinance are located the City of New Berlin, which are legally described below. The total combined area of the properties is approximately 184.54 acres (ACTUAL ACRES TO BE UPDATED BASED ON CSM APPROVALS).

EXISTING LEGAL DESCRIPTIONS:

Tax Key #: 1290.998
CSM V17 P91 BEING PT OF NW.25 SEC 35 T6N R20E DOC #4407097 07/10/2019

Tax Key #: 1290.998.002
S.50 OF W.50 OF E.50 OF W.50 OF NW.25 SEC 35 T6N R20E V1180 P556

Tax Key #: 1290.998.003
N.50 OF W.50 OF E.50 OF W.50 NW.25 SEC 35 T6N R20E EXC C.S.M. V 17 PG 91 R129 I876 #2547000 3/17/00 #2590448 8/31/00

Tax Key #: 1290.998.001
E.50 OF E.50 OF W.50 OF NW.25 SEC 35 T6N R20E - 20 AC V1108 P218

Tax Key #: 1290.999
E.50 NW.25 SEC 35 T6N R20E 80 AC DOC #3715598

Tax Key #: 1289.995
W1/2 OF W1/2 OF NE1/4 SEC 35 T6N R20E

Tax Key #: 1291.997
W 30 AC OF E1/2 OF SW1/4 SEC 35 T6N R20E :: EX DOC #404204 :: EX CSM #2256 :: EX CSM #5004 ::EX DOC #1004515 :: EX S 33 FT FOR ROAD :: INCLUDING ACCESS EASMENT RECORDED AS DOC #3948483 & DOC #3991954 :: ALSO SUBJECT TO ACCESS EASEMENT RECORDED AS DOC #4787372

Tax Key #: 1291.986.001
PT E1/2 OF W1/2 OF SW1/4 SEC 35 T6N R20E

Tax Key #: 1291.994
W.50 W.50 SW.25 SEC 35 T6N R20E EX VOL 635/80, 756/114 37.283 AC. R406 I466 #2586533 8/15/00 EASE DOC #3948484 REC 09/10/2012

DRAFT

Tax Key #: 1288.997
S.50 SE.25 SEC 34 T6N R20E 80 AC EXC S 33 FT FOR RD R976 I800 EXC R2399 I620 3/11/97 EXC LANDS LYING W OF CTY HWY 'O' APPROX 36.68 AC EASE DOC #3948484 09/10/2012

Tax Key #: 1288.999
NE.25 SE.25 SEC 34 T6N R20E 40 AC R976 I800 EXC R2399 I620 3/11/97 FOR HWY & EXC LAND WEST OF CTY HWY 'O' EASE DOC #3948482 REC 09/10/2012

SECTION III

A 1-Lot Certified Survey Map (CSM's) has been submitted, which is attached in its draft form to this ordinance as Appendix E. Appendix E will be replaced with the approved CSM once recorded. Legal Description of parcel to be rezoned to M-3/PUD:

LANDS TO BE REZONED FROM A-1, A-2, R-4, M-1, P-1, C-1 & C-2 to A-1, M-3/PUD, P-1, C-1, & C-2 (AS SHOWN ON THE EXHIBIT LOCATED ON THE CITY'S WEBSITE):

Areas zoned C-1 (Upland Resource Conservancy District) and C-2 (Shoreland Wetland Holding District) on the City's Zoning Map will remain unchanged.

North Area along Grange Avenue

Lot 1 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Waukesha County on _____ as Document No. _____, being a Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest ¼ of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest ¼ of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

That I have surveyed, mapped and divided Certified Survey Map No. 2365, as recorded in the Register of Deeds office for Waukesha County as Document No. 921624, and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows: Commencing at the northwest corner of the Northwest 1/4 of said Section35; thence North 89°41'05" East along the north line of said Northwest 1/4, 863.95 feet to the Point of Beginning; Thence continuing North 89°41'05" East along said north line of the Northwest 1/4, 1792.23 feet to the northwest corner of the Northeast 1/4 of said Section 35; Thence North 89°38'59" East along the north line of said Northeast 1/4, 652.38 feet to the west line of Certified Survey Map No. 11951; Thence South 01°04'47" East along said west line, 2649.64 feet to the south line of said Northeast 1/4 of Section 35; Thence South 89°06'11" West along said south line, 658.30 feet to the Center of said Section 35; Thence South 89°17'17" West along the south line of the aforesaid Northwest 1/4 of Section 35, 1995.10 feet to the southeast corner of Westridge East Condominium; Thence North 00°53'13" West along the east line of said Condominium, 2629.62 feet; Thence North 89°41'05" East, 200.00 feet; Thence North 00°53'13" West, 40.00 feet to the Point of Beginning. Dedicating the Northerly portion of subject property as graphically shown for public right of way purposes. Containing 7,038,817 Square Feet (161.5890 Acres) of land Gross and 6,914,583 square feet (158.7370 acres) of land Net, more or less

South Area East of Moorland Road (A conceptual CSM exhibit is provided along with 4 CSM's in Exhibit E)

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34 and part of the Northeast ¼ and Northwest 1/4 of the Southwest 1/4 of Section 35, all in Township 6 North, Range 20 East, City of New Berlin,

Waukesha County, Wisconsin, described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 35; thence North 89°17'17" East along the north line of said Southwest 1/4, 1330.00 feet; thence South 01°01'32" East, 847.85 feet; thence North 30°15'17" West, 151.57 feet; thence North 63°51'32" West, 615.77 feet to a point on a curve; thence southwesterly 262.99 feet along the arc of said curve to the right, whose chord bears South 43°58'21" West, 257.77 feet; thence South 63°47'56" West, 278.95 feet to a point on a curve; thence southwesterly 196.68 feet along the arc of said curve to

the left, whose radius is 300.00 feet and whose chord bears South 45°01'03" West, 193.18 feet; thence South 26°14'09" West, 292.86 feet to the west line of the aforesaid Southwest 1/4; thence South 01°02'09" East along said west line, 336.05 feet; thence South 89°25'55" West, 1152.19 feet to the east right of way line of South Moorland Road – County Trunk Highway "O"; thence North 03°02'03" East along said east right of way line, 120.24 feet; thence North 89°25'55" East, 576.17 feet; thence North 62°32'43" East, 451.20 feet; thence North 33°36'23" East, 217.38 feet; thence North 19°00'47" East, 116.16 feet to the west line the aforesaid Southwest 1/4, thence North 01°02'09" West along said west line, 859.77 feet to the Point of Beginning.

All remaining areas not included in the *South Area East of Moorland Road* zoned A-1 (Agricultural District) and P-1 (Park District) shall remain unchanged and are not subject to this PUD.

M-3/PUD: Rockwell / Planned Unit Development District

The purpose of this Planned Unit Development (PUD) Ordinance is to allow for the coordinated development of large-scale, master planned corporate manufacturing and technology campus in a manner that provides flexibility in building placement, size, configuration, phasing, infrastructure, and site design. This PUD is intended to accommodate evolving manufacturing technologies, supply-chain requirements, workforce needs, and market conditions over time, provided development remains consistent with this approved PUD Ordinance.

Approval of the PUD shall include a Conceptual Master Plan intended to depict the overall campus concept, circulation framework, open space areas, utility extensions, and development envelopes. This plan is conceptual in nature and does not establish fixed building location or dimensions, therefore providing guidance for future developments. The design is based on principles outlined in Chapters 17 and 18 of the City's Comprehensive Plan. Appendix A, Conceptual Master Plan, reflects Rockwell's plan and design principles.

The M-3/PUD: The Rockwell / Planned Unit Development District is intended to provide for M-3 Section 34-35 Business Park Development District. The M-3 Section 34-35 Business Park Development District is intended for light manufacturing, office and business uses. The M-3 Section 34-35 Business Park Development District is also intended to provide a broader mix of allowable uses including retail establishments within Sections 34 and 35 of the City to support both business and residential development. The district is further intended to promote open space, intense vertical landscape, planting screens, buffer yards and preservation of existing environmental features (trees, wetlands, floodplain, rock outcroppings, steep slopes and viewsheds).

The applicant has identified approximately 1,500,000 sq. ft. of industrial development, which shall include a network of walkable streets with interconnected sidewalks, pedestrian ways, landscaping and urban design measures that promote Traditional Neighborhood Development (TND) ideals.

Unless specified otherwise by this section, all new development shall be in accordance with the M-3 Zoning District, per Section 275-35B(6) M-3 Section 34-35 Business Park Development District.

1. Principal Uses (See also Chapters 275-35C (Table 275-35-1) and 275-41D)

    a. Utilities as defined under Zoning Code Section 275-70. The public and private facilities, that are not of a regional nature, such as water wells, sanitary sewers, water mains, water and sewage pumping stations, water storage tanks, water purification facilities, power and communication transmission lines, electrical power stations and substations, static transformer stations, telephone and telegraph exchanges and gas regulation stations, wastewater treatment plants, municipal incinerators and storage yards. Telecommunication facilities are not to be considered utilities. See also Section 275-40.

        i. This proposal may include a We Energies substation to service this development. Building and Electric permits will be required.

2. Accessory Uses (See also Chapters 275-35C (Table 275-35-1) and 275-42)

    a. Use Approval Permit. DCD staff shall determine if Architecture Review Committee review and approval is required. Accessory buildings located within non-single-family residential zoning

districts with a maximum size of 5,000 square feet shall require the issuance of building permits by DCD staff.

i. The applicant may have accessory building(s) for maintenance equipment and/or additional storage.

3. Conditional Uses (See also Chapters 275-27 and 275-35C (Table 275-35-1))

4. Prohibited Uses (See also Chapter 275-35C (Table 275-35-1))

5. Lot Area and Width (See also Chapter 275-44)

a. Parcels of land subject to this PUD Ordinance may be configured in any manner by Subdivision, CSM or meets and bounds transfer subject to City review and approval under WI Statutes CH. 236 and New Berlin Municipal Code Chapter 275 and 235. (See Appendix A, Conceptual Master Plan).

6. Building Height (See also Chapters 275-45 and 275-35D (Table 275-35-2))

7. Setback and yards (See also Chapters 275-35D and 275-46)

a. Under the M-3 District, there are no required setbacks, but all applicable building and fire codes, landscaping, screening and buffer yards shall be met.

b. In order to maintain maximum flexibility with the redevelopment plans, there shall be a zero-lot line setback from property lines if developed as part of a unified project. These setback requirements shall be subject to the requirements of other governmental regulatory bodies with jurisdiction. These setbacks assume adequate vision triangles, parking and circulation. The Plan Commission shall have the authority to require larger setbacks on a case-by-case basis in order to accommodate for safety and/or to further the redevelopment vision for this area.

c. Wetland Setback. All impervious surfaces shall be setback a minimum of zero (0) feet.

8. Lot Coverage (See also Chapter 275-35D (Table 275-35-3))

a. Table 275-35-3 shall not apply. The applicant and the City will work together to achieve additional green space around the building / future building(s) with planters, other urban design measures, and additional plantings. Future development shall coordinate with the City on any storm water management requirements.

9. Time Limits (See also Chapter 275-23(F))

a. If the development has not commenced, as evidenced by the securing of the initial Zoning Permits for Rockwell PUD and building permits for construction of any project defined in this PUD, and construction has not started within two calendar years from the approval of this ordinance, the Rockwell Planned Unit Development Overlay District ordinance shall expire and become null and void. The underlying basic use district shall remain in force.

b. If the developer requires an extension of the time limits, any extension shall be requested by the developer in writing explaining the hardship and sent via Certified Mail to the Department of Community Development not less than 60 days prior to the expiration of this PUD. The Common Council may allow multiple extensions in the sole exercise of its discretion.

10. Use and Site Plan Review (See also Chapters 275-24 and 275-53)

a. No principal or accessory use, development or structure shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied, and no site or premise shall be altered, used, changed, modified, occupied, or building permit

approved until after the owner has applied for and received approval of the application for the zoning permit/use approval. An approved PUD Ordinance shall not be construed as a Zoning Permit or any other approval until the Plan Commission has granted a zoning permit use approval and staff has determined that all conditions of that approval have been satisfied.

b. On-site grading work can begin prior to issuance of Zoning permits; however, the grading and stormwater plan shall be approved prior to any site disturbance. No work on public improvements shall begin until a Development Agreement is approved.

c. The overall building size may be adjusted as presented in a Use, Site and Architecture plan application as the building floor plans are finalized by Rockwell. Conceptual plans for building(s) are:

i. Phase I (South Building) will include ~830,055 sq. ft. (including ~ 787,320 sq. ft of manufacturing and ~ 42,320 sq. ft.). Future expansion of Phase I could be an additional approximate 200,000 sq. ft.

ii. Phase II (North Building along Grange Avenue) may be developed as light industrial at a future date. Traffic Study estimated a possible 425,000 sq. ft. building.

11. Parking & Circulation (See also Chapter 275-57)

a. Parking lots may be located at the property line as long as circulation, bufferyards, vision triangles, and/or drainage are taken into consideration.

b. Minimum Parking calculations:

i. Office Space: 1 space per 300 sq. ft.(minimum)

ii. Remainder of Building (warehouse, manufacturing, distribution) 1 space per 4,000 sq. ft. (minimum).

iii. Independent parking space study. An applicant may choose to prepare an independent parking space study in order to better accommodate reduced parking spaces. DCD staff may approve up to a 15% reduction to what is presented in this PUD; however, any reductions greater than 15% of what is presented in this PUD shall require Plan Commission approval. Requirements shall include the following:

[1] Estimates of parking demand based on recommendations of the Institute of Traffic Engineers Manual (ITE), Urban Land Institute, or other acceptable estimates as approved by the Community Development Director; and/or

[2] Reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by the source of the data used to develop the recommendations.

c. There is no maximum number of parking spaces.

12. Architecture (See also Chapter 275-59)

a. No principal or accessory use, development, structure or sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied and no site or premise shall be altered, used, changed, modified, building permit approved, or occupied until after the owner has applied for and the Architectural Review Committee of the Plan Commission has reviewed and approved the architecture for the zoning permit/use approval.

DRAFT

b. Per Chapter 275-59D(3)(b), In the M-1, M-2, M-3 and I-1 Districts, all building exteriors facing a street shall be permitted materials.

i. Such materials shall extend around all four sides of the structure.

ii. Large buildings should include some smaller masses and forms to break down the building scale and provide visual richness. Techniques include using recesses or projections, creating distinct building components, and occasionally varying roof forms.

iii. Building elevations should be articulated in ways that give the appearance of multiple layers which add depth and avoid the appearance of flat facades. Suggested techniques include setting windows back from the exterior wall plane; adding decorative elements such as cornices, lintels, or sills; expressing structural columns through changes of plane; and extending roof eaves.

iv. Building facades should be composed to define base, middle, and top elements. The base of the building anchors it to the ground and is the interface between the building and people. The transition between the middle of the building and the base and top should be articulated by the use of contrasting materials, window openings, or ornamental elements. The top terminates the building against the sky and provides an opportunity to create an interesting silhouette.

1. The proposed building(s) are larger scaled. The applicant shall coordinate with the Architecture Review Committee to break up the façade. The overall building wall panel color may be adjusted as presented in a Use, Site and Architecture plan application as the building elevations are finalized by Rockwell.

c. The recommended architectural materials for the M-3 Zoning District are listed in Figure VIII-10 of Chapter 275-59C(1)(d)[6].

i. Conceptual architectural plans submitted as part of this PUD/Rezoning request can be found in Appendix C of this Ordinance.

13. Lighting (See also Chapter 275-60)

a. Minimum lighting standards Per Zoning Code Section 275-60I(4). All areas designated on approved site plans for vehicular parking, loading or circulation and used for any such purpose after sunset shall provide artificial illumination in such areas, exclusive of approved anti-vandal lighting. For nonresidential development:

i. The average illumination shall be 2.0 footcandles. Light levels may be lower under the PUD.

ii. The average to minimum illumination ratio is approximately 5:1 (0.4 footcandle minimum). Light levels may be lower under the PUD.

iii. The maximum to minimum illumination ratio is approximately 20:1 (8.0 footcandles maximum). Light levels may be lower under the PUD.

iv. Streetlighting, where required, on public roadways shall follow IESNA RP-8 specifications.

1. A specific light is required to be installed within the public right-of-way and medians at Wood's Edge Road. Developer may use their own street light fixture in for the private drive. This will be outlined in the TIF agreement.

DRAFT

v. Flashing, flickering, and other distracting lighting. Flashing, flickering, and other distracting lighting will be allowed in the rear of the building. Applicant has indicated they use lights near the truck loading area. Lights may not be seen from the public right-of-way.

14. Signage (See also Chapter 275-61)

a. This area is within a Special Commercial Sign Area (Moorland Road Business Corridor South), per Section 275-61J(3) of the Zoning Code, Figure VIII-14.

i. Number of signs. Nine monument signs (6 road signs and 3 building signs) may be permitted per business. Per Section 275-61 I(1)(c)[1], monument signs are required along arterials.

ii. Wall signage.

1. There shall be a maximum number of 10 wall signs permitted per building.

2. Wall signs and building signs shall be placed against the exterior walls of buildings and shall not extend more than 12 inches outside of a building's wall surface; shall not exceed 1.25 square foot in area for every one linear foot of building face width on which they are mounted; and shall not exceed the height or project beyond the building.

3. The maximum area of a wall sign may be increased by 25% if the building elevation where the sign is located faces the right-of-way and is set back by more than 150 feet from the right-of-way.

iii. Monument signs.] Monument signs shall adhere to the stipulations outlined in Section 275-61 I(1)(c) and (3)(b), with exception to the items listed below.

1. Monument sign(s) may be placed anywhere on the property that is outside of the ultimate right-of-way, vision triangle and circulation areas.

2. Signage shall be integrated into an overall coordinated sign plan for the entire development. Coordinated sign plan shall be reviewed and approved by DCD.

3. The total monument sign height shall not exceed 15 feet.

4. Maximum size of the monument sign face:

a. The area for a single tenant monument sign shall not exceed 75 square feet per side.

b. The area for a multitenant master identification monument sign that incorporates tenant names shall not exceed 100 square feet per side.

c. Square footage calculations do not include any architectural elements of the sign.

iv. EMCs shall adhere to the regulations outlined in Section 275-61 I(1)(g).

v. Off premise signage along Moorland Road is permitted to provide additional signage for a cohesive development, modifying Section 275-61J(3)(c)[3] of the Zoning Code.

vi. See the appendix section of a sample business park monument sign.

b. Monument signs in the M-3 District shall utilize the required bronze metal address plaque

delineated in the sketch below (See also Chapter 275-61I(1):

Figure VIII-13
Bronze Metal Address Plaque Example

15. Landscaping (See also Chapter 275-54 and Chapter 275-56).

a. Applicant shall include prominent gateway signage, increased landscaping and plantings beds to be planted throughout the year as part of the development to be approved by the City.

b. Screening. To the maximum extent possible, roof, wall and ground mounted equipment shall be screened from the public right-of-way.

c. The M-3 specific bufferyard and trail requirements outlined in 275-56 shall apply.

i. Minimum required bufferyard. The minimum bufferyard shall be 40 feet adjacent to all single-family residential uses.

1. Existing plant materials. Healthy, existing trees and shrubs shall be incorporated into the landscape to the maximum extent feasible, per the requirements of Section 275-56 C(3)(b).

2. The buffer at the edge of this district shall be reserved as a meaningful landscape area. Sufficient landscaping, berms and/or decorative fencing or garden walls shall be used in these areas to adequately screen the adjacent uses from the view of the residential properties.

a. As discussed at the public hearing, neighbors in adjacent subdivisions located along Sunny Slope Road would like to see sound walls, increased landscaping, preservation of existing tree lines to the maximum extent practicable. This would include opportunities to pull the grading back from the southern and eastern property lines in order to save existing tree lines and supplement with new evergreen trees as appropriate.

3. Consideration shall be given to plant species to allow sufficient screening during the winter months.

ii. Trail requirements.

1. As development occurs, off-road or on-road paths and trail connections, where appropriate to connect to the City's Utility easement/public trail and on-road bike paths for both residential and non-residential development to create an interconnected trail system, shall be required. Plan Commission may waive requirement due to site constraints. All path and trail connections shall be constructed at the time of development and public trail easements

provided to the City. Requirements shall include the following:

a. Where practical, side paths shall be a minimum of five feet along local roads, and six feet along collectors or arterials. If along the back of curb, a minimum of eight feet shall be required.

b. Surface treatments. Concrete, or other approved material, shall be used for all side paths abutting roadways. The use of bricks or pavers shall be prohibited.

c. Where practical, street lights, utility poles, sign posts, fire hydrants, mailboxes, benches or other street furniture shall not obstruct the sidewalk width.

d. Pedestrian-level lighting may be installed to improve pedestrian visibility, comfort and security.

2. Uniform signage. Any directional signage shall be part of an overall coordinated sign plan with a theme for placement, lettering style, color, construction, material and related design considerations of signs, while at the same time minimizing sign confusion and clutter.

d. Financial security (See also Chapter 275-56C(2))

i. At the time of final execution of a certified survey map, subdivision plat or landscape plan with the city, the owner is required to make a fiscal surety commitment, either by escrowed funds, certificate of deposit or letter of credit, with the City to ensure that the owner is in full compliance with the landscape installation and maintenance requirements of the approved plans and the City's Developer's Handbook.

ii. A maintenance portion of the surety is required to ensure that the landscape installation is maintained during its critical establishment (five-year) period following installation. The amount of the maintenance portion of the surety shall be 20% of the original surety.

e. Replacement of significant trees. Pursuant to 275-54B(7) the DEVELOPER acknowledges that it shall be responsible for paying a tree replacement fee.

i. The applicant is coordinating with the CITY on a public / private partnership for the design and construction of the future public road to the east of Moorland Road along with the storm water management pond (final location to be determined with Use, Site and Architecture application) which will be set forth in a Development Agreement. The design and installation of the pond will account for the CITY's future Public Road storm water requirements. If an agreement is reached, the applicant's tree replacement fee may be reduced.

ii. Any reduction will consider road and pond design costs that go above and beyond the driveway requirements for this new building. The reduction will also factor in the required maintenance for the pond and storm water features.

f. Parking Lot landscaping (See also Chapter 275-56E(3)

i. Parking lot interiors. The use of landscaped islands and medians shall be used to provide positive guidance to motorists and establish proper driving patterns and/or stormwater best management practices.

1. Applicability. All parking lots with 40 or more parking spaces shall comply with these interior parking lot landscaping requirements, unless the Director finds

that landscaped islands are not appropriate for a particular site. Landscaping used to fulfill the perimeter parking lot landscaping requirements as outlined in Subsection E(2) shall not be used to satisfy these interior parking lot landscaping requirements. This shall not apply to the truck parking area. Additional protection may be required depending on placement of fire hydrants as they are typically placed in the landscape island areas.

ii. General requirements.

1. Each individual landscaped island shall include a minimum of one tree and two shrubs or appropriate stormwater plantings.

2. Landscaped islands shall be at least 170 square feet in size with the smallest dimension of pervious surface being six feet to allow for adequate root aeration and expansion. Any landscaped island that is less than 170 square feet in area may not be used in the minimum 5% interior landscaping requirement calculation.

3. Plant materials shall be chosen and arranged to maximize the shading of parking spaces.

4. Plant materials shall be arranged to minimize obstruction of parking spaces as well as visibility and access on and off site.

5. Landscaped islands shall be dispersed throughout the parking area in order to break up large areas of surfaced parking.

g. (b)Required screening (See also Chapter 275-56G(1)(b)

i. All mechanical equipment to be screened from right-of-way to the maximum practical extent as follows:

1. Roof-mounted equipment. Roof-mounted mechanical equipment shall be screened by a parapet wall or similar structural feature that is an integral part of the building's architectural design. The parapet wall or similar structure shall be of a height equal to or greater than the height of the mechanical equipment being screened.

2. Wall-mounted equipment. Wall-mounted mechanical equipment that protrudes more than six inches from the outer building wall to be screened from the public right-of-way by structural features that are compatible with the architecture of the subject building. Wall-mounted mechanical equipment that protrudes six inches or less from the outer building wall shall be designed to blend with the color and architectural design of the subject building.

3. Ground-mounted equipment. Ground-mounted mechanical equipment to be screened from view of the public-right-of-way by a decorative wall that is compatible with the architecture and landscaping of a development site. The wall shall be of a height equal to or greater than the height of the mechanical equipment being screened.

h. Alternative screening (See also Chapter 275-56G(1)(c)

i. Alternative screening methods, including but not limited to increased landscaping, larger setbacks and grouping of equipment may be permitted with the approval of the Director.

16. Engineering / Roads / Easements

a. The proposed road (Wood's Edge Road, located on the east side of Moorland Road) along the south property line is within the 25' dedicated utility easement. Applicant and adjacent property owners shall coordinate to dedicate a new location for the trail to extend to the western property line. Proposed road cross section shall include a sidepath (on road and off road).

b. The City will require proof of easement (for utilities) for the driveway if the full road is not installed at this time.

c. The City will require the developer to prepare a CSM(s) with dedication of the full right-of-way for all parcels adjacent to CTY O (Moorland Road) and along the proposed road (Wood's Edge Road, located on the east side of Moorland Road).

d. Provide a cul-de-sac (or roundabout) on the proposed road within the public right-of-way which will abut the private entrance to Rockwell, per Section 235-23F of the Subdivision Code, Stub streets.

    i. A note shall be added to the face of future CSM and the Use Approval plan set.

e. Phased development. Where the Plan Commission has approved the construction of a temporary stub street due to phased development, the developer will provide a suitable all-weather turnaround. The use of the turnaround shall be guaranteed to the public until such a time as the road can be extended.

f. Based on the Section 34/35 TIA Trip Generation prepared for the City, this development will need to provide the number of additional vehicles per day they will add to the overall area. The project needs to contribute funds at the time of occupancy for the overall improvements in this section. The City Engineer will determine this amount after additional information is known about the tenant.

g. Detailed road/infrastructure/stormwater/grading plans need to be approved by the Engineering Division in conjunction with writing of the Developer Agreement (DA). The DA is required for all public improvements and shall require a separate application. The DA will need final approval from the Board of Public Works and the Common Council. The DA shall be executed prior to clearing, grubbing, grading and/or infrastructure work commencing. The Director shall approve any preliminary site work prior to execution of a DA.

    i. Approval of all surety instruments is required prior to the commencement of construction.

h. A fee-in-lieu shall be submitted to cover the proportionate costs of constructing the intersection and roadway improvements in the Section 34/35 Development Area. DEVELOPER shall submit the fee-in-lieu prior to application for building permit.

    i. The fee–in-lieu applies to all development projects located within the Section 34/35 Development Area and covers the necessary improvements to:

        1. Grange/Moorland Intersection

        2. Grange/Sunny Slope Intersection

        3. College/Moorland Intersection

        4. College/Sunny Slope Intersection

        5. Moorland Road Improvements

        6. Support documentation is on file with the CITY. The fee-in-lieu is calculated based on the Section 34/35 Development Area Traffic Impact Analysis, dated

July 19, 2016.

17. Site Amenities

a. The development shall incorporate public outdoor gathering space(s).

SECTION IV

AREAS ZONED C-2, SHORELAND WETLAND HOLDING DISTRICT ON THE CITY'S ZONING MAP WILL REMAIN UNCHANGED. NEW WETLANDS WILL BE REGISTERED ON THE CITY'S ZONING MAP.

SECTION V

WHEREFORE, The amendments to the City of New Berlin Comprehensive Plan necessary to accommodate this PUD having been approved on July 15, 2026 pursuant to Chapter 275-21.1 and the: Rockwell Planned Unit Development Overlay District Ordinance having been considered as being consistent with the City of New Berlin Comprehensive Plan was approved as a Planned Unit Development on July 28, 2026, pursuant to Chapter 275-23 of the New Berlin Zoning Code, the Common Council hereby adopts this Ordinance and approves the rezoning of land described in Section III to M-3/PUD, C-1 & C-2 to be named the Rockwell Planned Unit Development Overlay District, pursuant to the conditions set forth herein.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2720 on behalf of the City of New Berlin.

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

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

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

PASSED AND ADOPTED by the Common Council this 28th day of July, 2026.

APPROVED:

_____
David A. Ament, Mayor

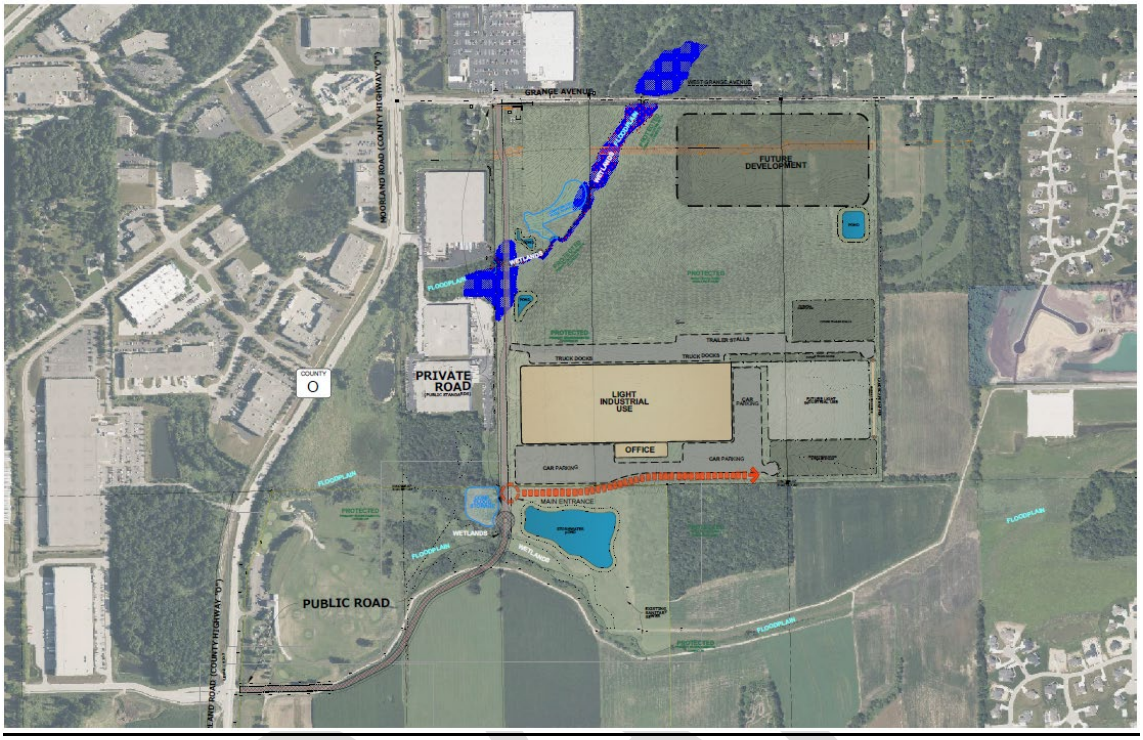
Countersigned:

_____
Rubina Medina, City Clerk

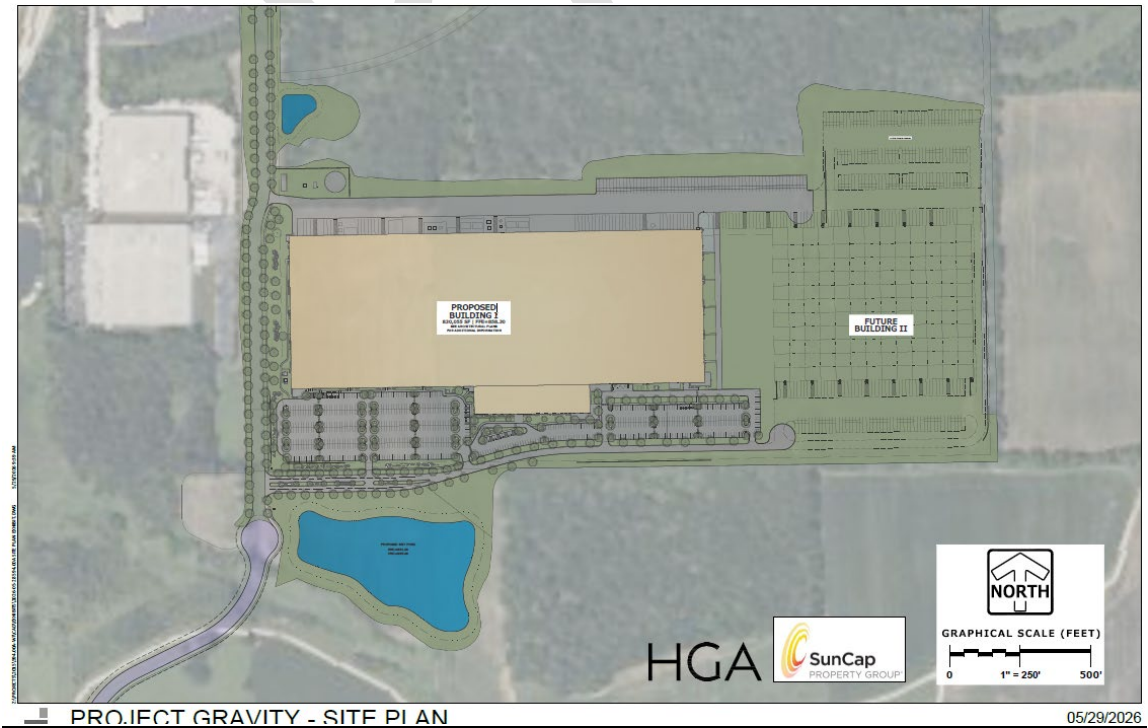
DRAFT

APPENDIX A

Conceptual Master Plan (Site & Utility Plans)



Initial overall concept with phasing.



Updated concept for Phase I.

APPENDIX B

The City's Comprehensive Plan Chapter 17 Neighborhood "G" Sections 26 and 35 South Moorland Road Corridor, Chapter 18 Neighborhood "H" Westridge and Moorland Road & Chapter 10 Land Use Plan.

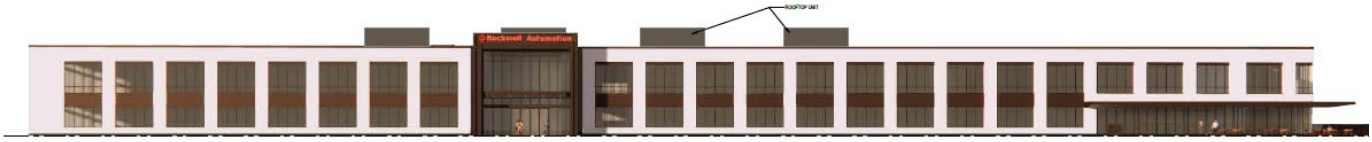
Proposed amendments are attached to the Comp. Plan Staff Report CP-2600596.

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

DRAFT

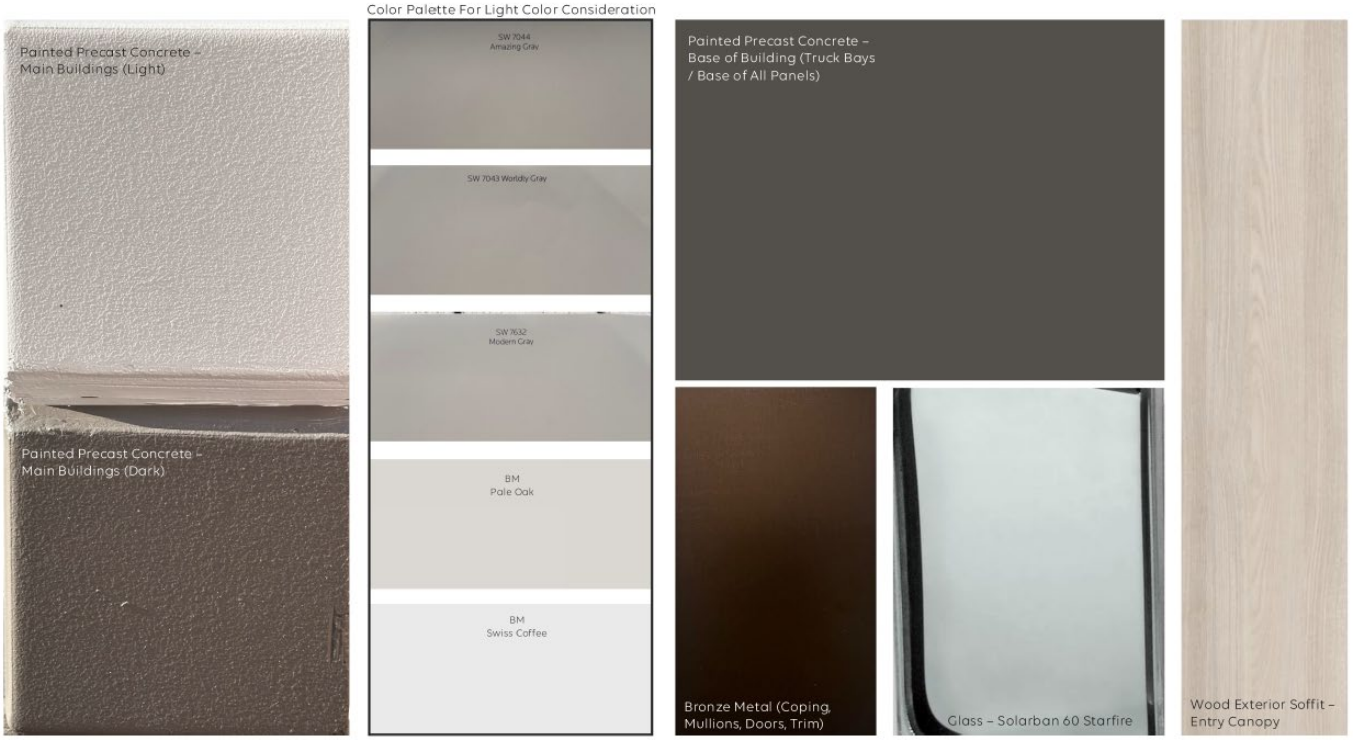
APPENDIX C

Elevations (CONCEPTUAL)



SOUTH ELEVATION

EAST ELEVATION



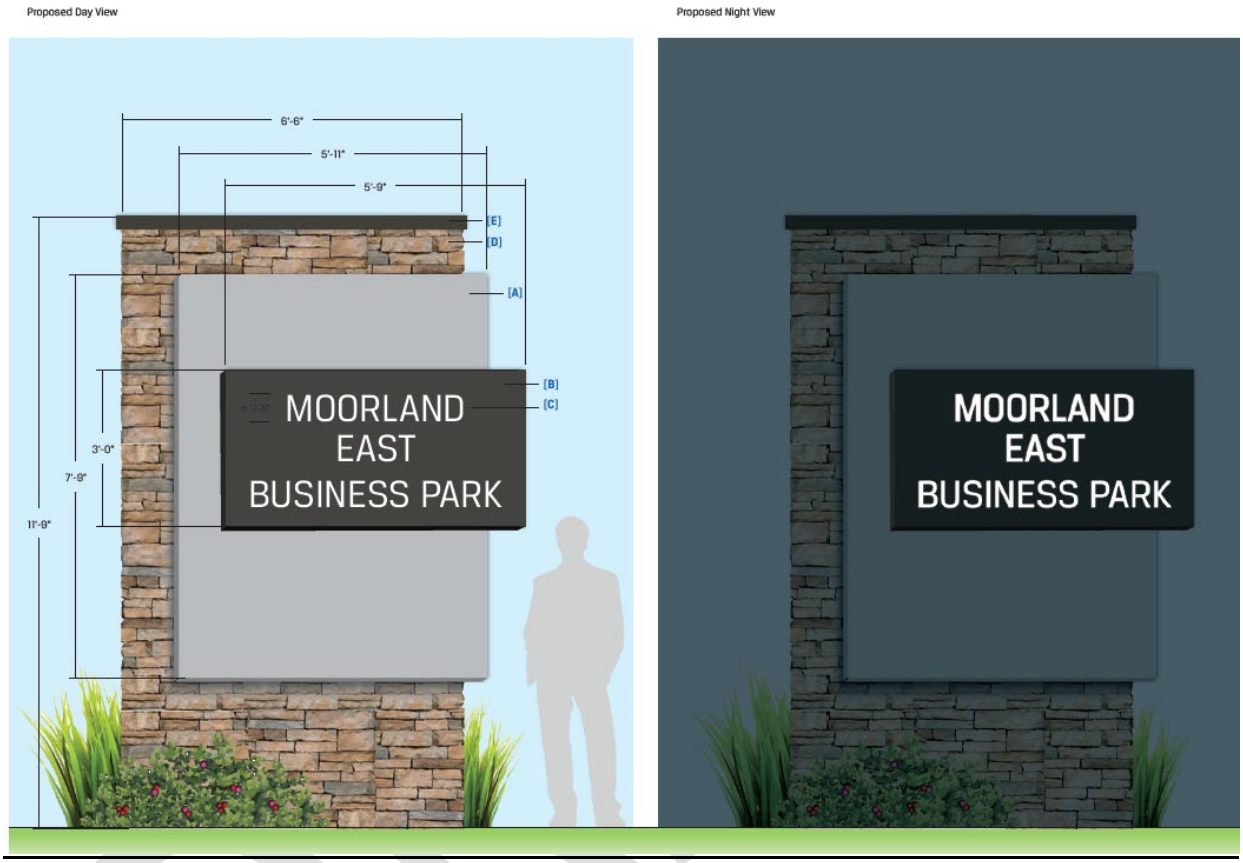
Rockwell Automation

Rockwell Automation

DRAFT

APPENDIX D

Signage / Business Park Sign / Right-of-way Lighting Spec (CONCEPTUAL)

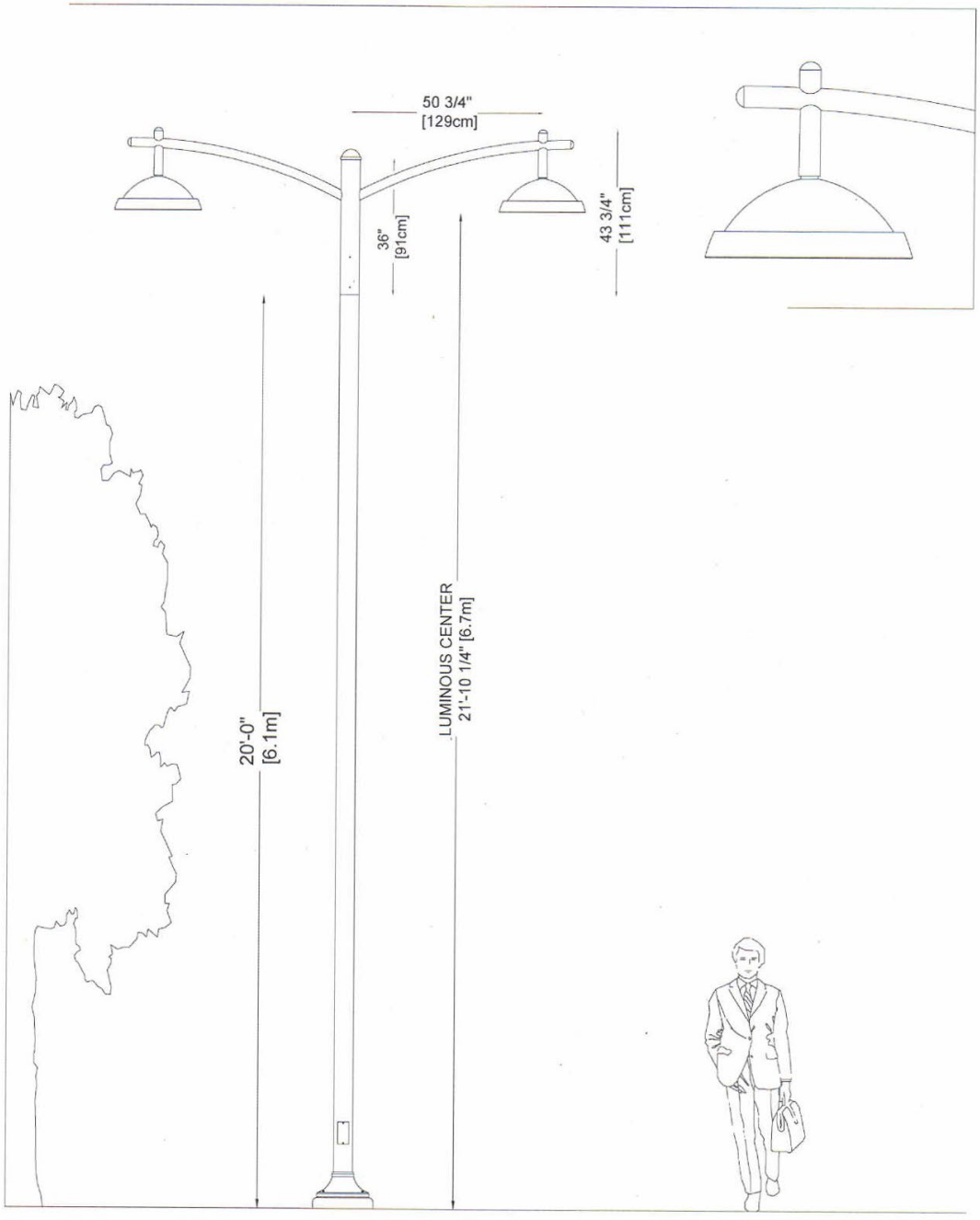


8/12/19
Approved

cyclone
The Luminaires Group Inc

APPROVAL – SPECIFICATION

Project : **New Berlin - WI - RD-19-16**	Order: **SQ_025482**
Tag: **2**	Qty:**2**



Stamp/Approval	File : **CR22P1A - SQ_025482 - NEW BERLIN - WI - RD-19-16.DOC**
Name : Date :	Date : **08/08/2019** Page : **1/3** Designer : **obeland**

Cyclone Lighting - Phone: 450-434-5000 - Fax: 450-434-5001, 2175 Boulevard des Entreprises, Terrebonne, QC. J6Y 1W9, info@cyclonelighting.com

APPENDIX E

Draft CSM's & Supporting Documentation (CONCEPTUAL)

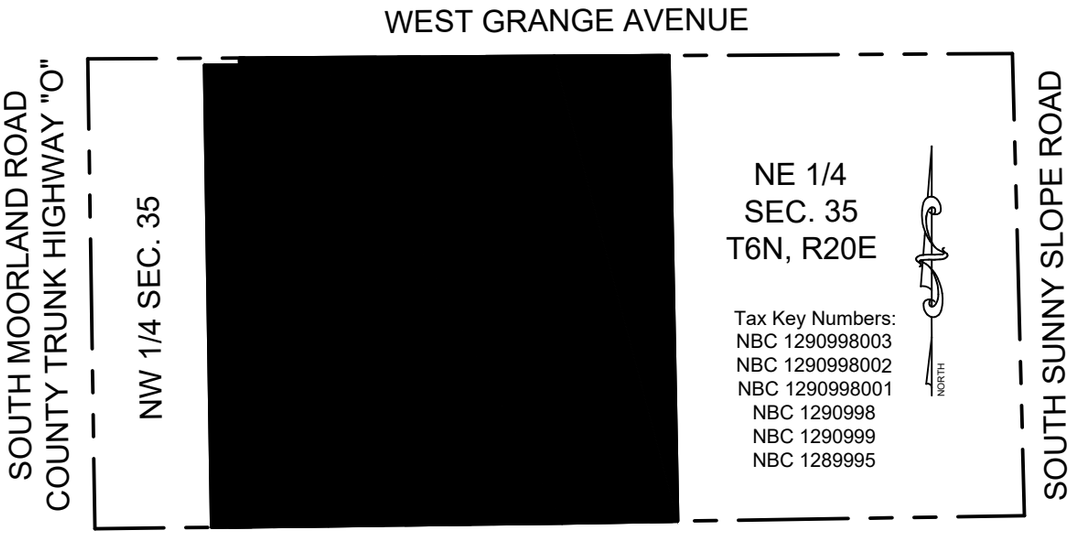
DRAFT

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

VICINITY MAP

SCALE 1":1000'



WISCONSIN
JESSE ZOLTOWSKI
S-3094
Milwaukee, WI
LAND SURVEYOR

DRAFT

Jesse Zoltowski

JANUARY 14, 2026

Prepared for:
Rockwell Automation, Inc.
1201 S 2nd Street
Milwaukee, WI 53204

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Northwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°41'05"E.
- Flood Zone Classification: The property lies with in Zone "X" and Zone "A" of the Flood Insurance Rate Map Community Panel No. 55133C0353H with an effective date of OCTOBER 19, 2023. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" areas are Special Flood Hazard Areas without a Base Flood Elevation and is depicted by scaled map location and graphic plotting only, subject to map scale uncertainty.
- All existing buildings and silos to be removed.

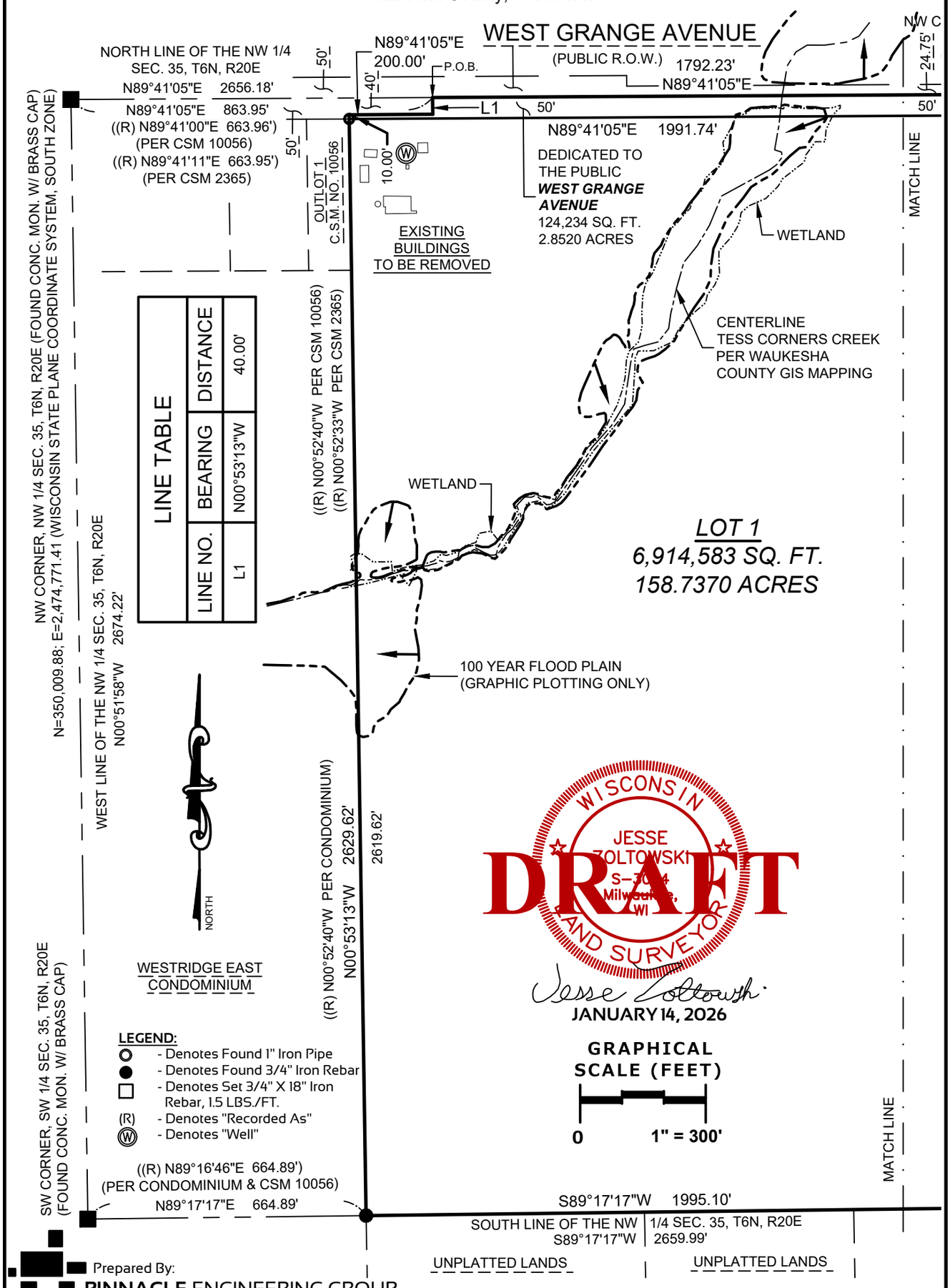
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

DRAFTED BY: ST
PEG JOB#594.00
SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

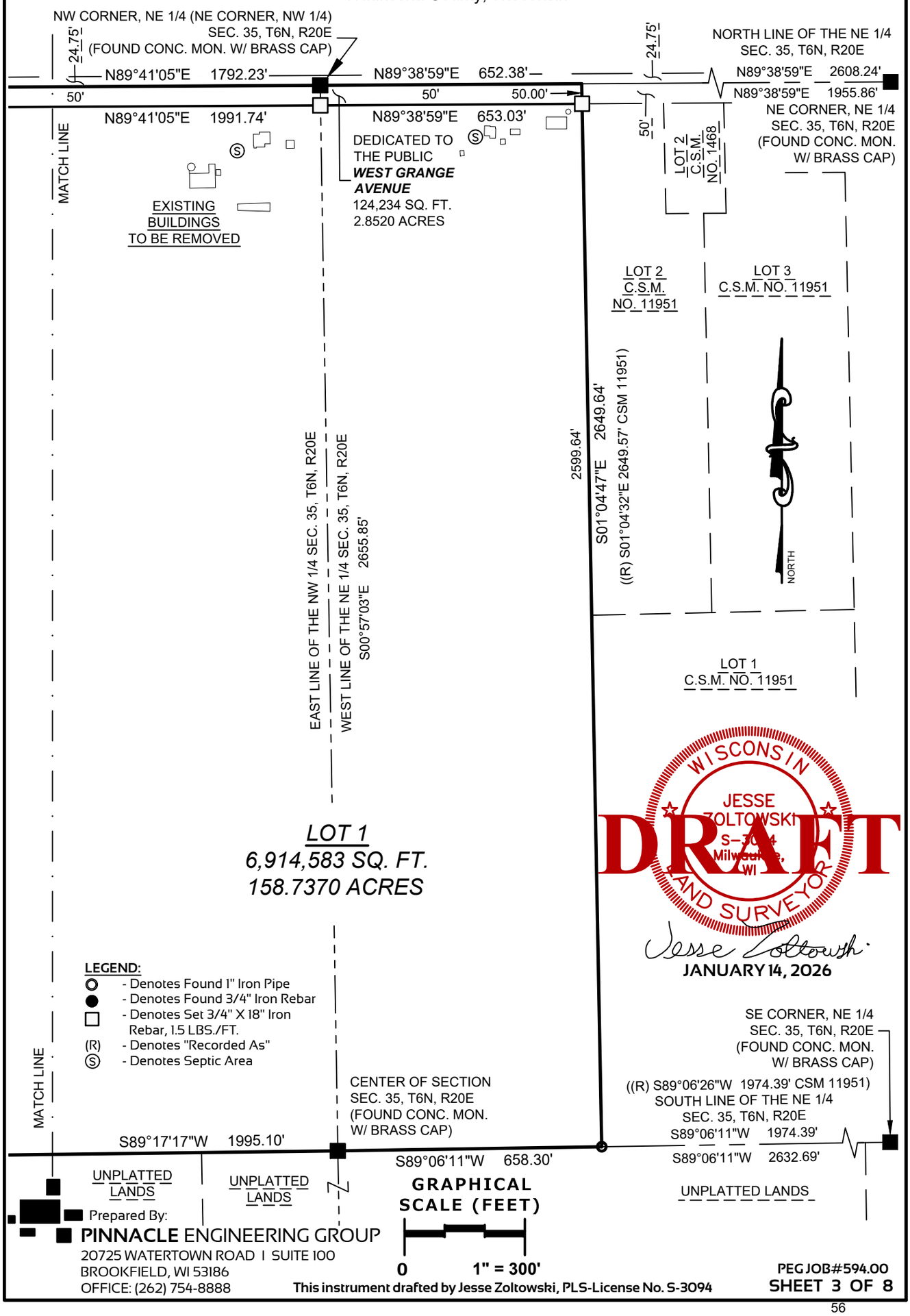
This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#594.00

SHEET 2 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

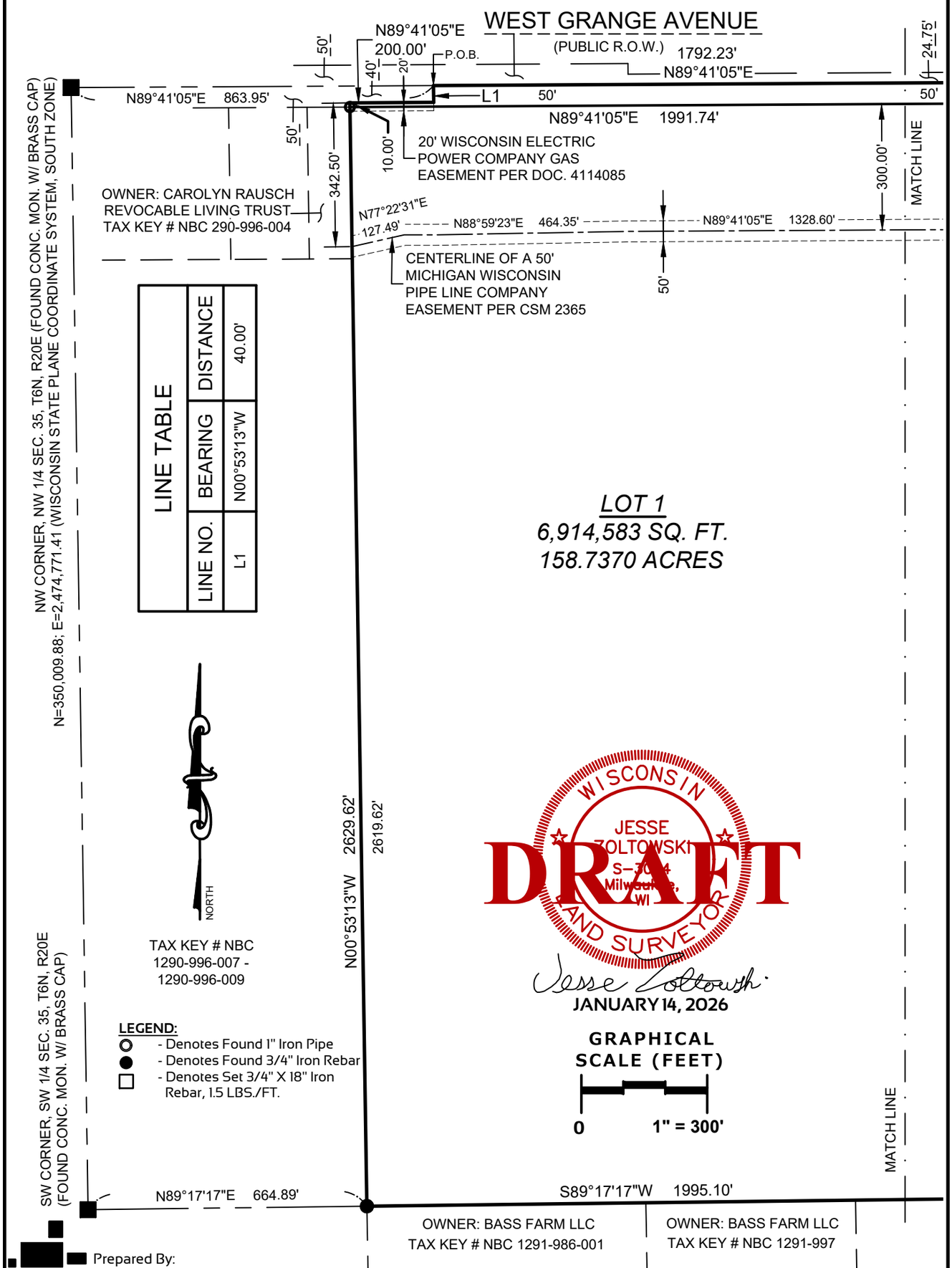
This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#594.00

SHEET 3 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



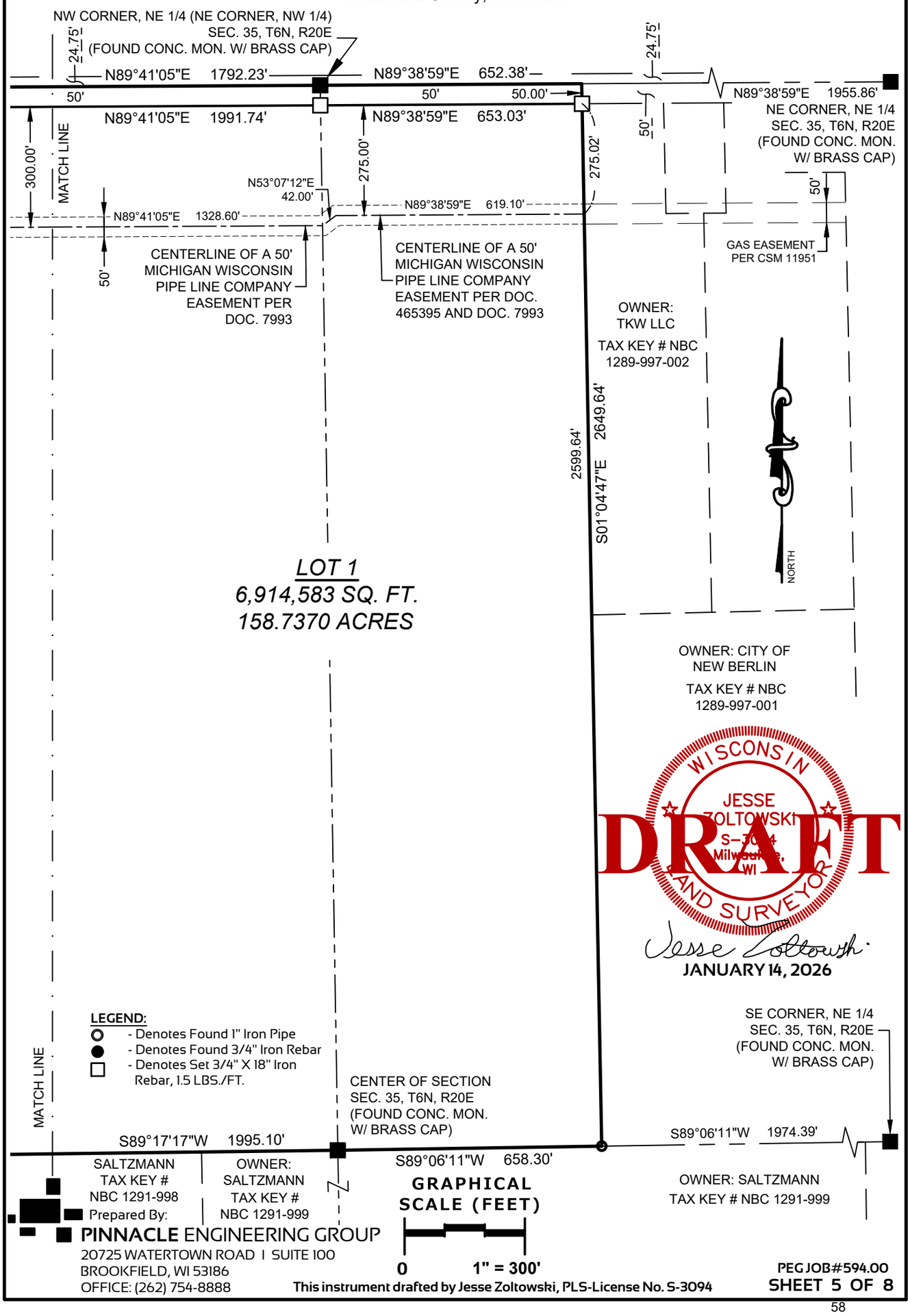
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#594.00

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



Prepared By:

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

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

PEG JOB#594.00

SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided Certified Survey Map No. 2365, as recorded in the Register of Deeds office for Waukesha County as Document No. 921624, and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section35; thence North 89°41'05" East along the north line of said Northwest 1/4, 863.95 feet to the Point of Beginning;

Thence continuing North 89°41'05" East along said north line of the Northwest 1/4, 1792.23 feet to the northwest corner of the Northeast 1/4 of said Section 35;
Thence North 89°38'59" East along the north line of said Northeast 1/4, 652.38 feet to the west line of Certified Survey Map No. 11951;
Thence South 01°04'47" East along said west line, 2649.64 feet to the south line of said Northeast 1/4 of Section 35;
Thence South 89°06'11" West along said south line, 658.30 feet to the Center of said Section 35;
Thence South 89°17'17" West along the south line of the aforesaid Northwest 1/4 of Section 35, 1995.10 feet to the southeast corner of Westridge East Condominium;
Thence North 00°53'13" West along the east line of said Condominium, 2629.62 feet;
Thence North 89°41'05" East, 200.00 feet;
Thence North 00°53'13" West, 40.00 feet to the Point of Beginning.

Dedicating the Northerly portion of subject property as graphically shown for public right of way purposes.

Containing 7,038,817 Square Feet (161.5890 Acres) of land Gross and 6,914,583 square feet (158.7370 acres) of land Net, more or less.

That I have made such survey, land division and map by the direction of ROCKWELL AUTOMATION, INC., owner of said land.

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

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

Date: JANUARY 14, 2026

Jesse Zoltowski
Professional Land Surveyor S-3094

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

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

PEG JOB#594.00
SHEET 6 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

ROCKWELL AUTOMATION, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

ROCKWELL AUTOMATION, INC., as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of New Berlin

IN WITNESS WHEREOF, the said ROCKWELL AUTOMATION, INC. has caused these presents to be signed by (name - print) _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of: ROCKWELL AUTOMATION, INC.

_____
Name (signature) - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named ROCKWELL AUTOMATION, INC., to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

Jesse Zoltowski

JANUARY 14, 2026

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

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

PEG JOB#594.00
SHEET 7 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

WISCONSIN
JESSE ZOLTOWSKI S-3094 Milwaukee, WI
LAND SURVEYOR
DRAFT

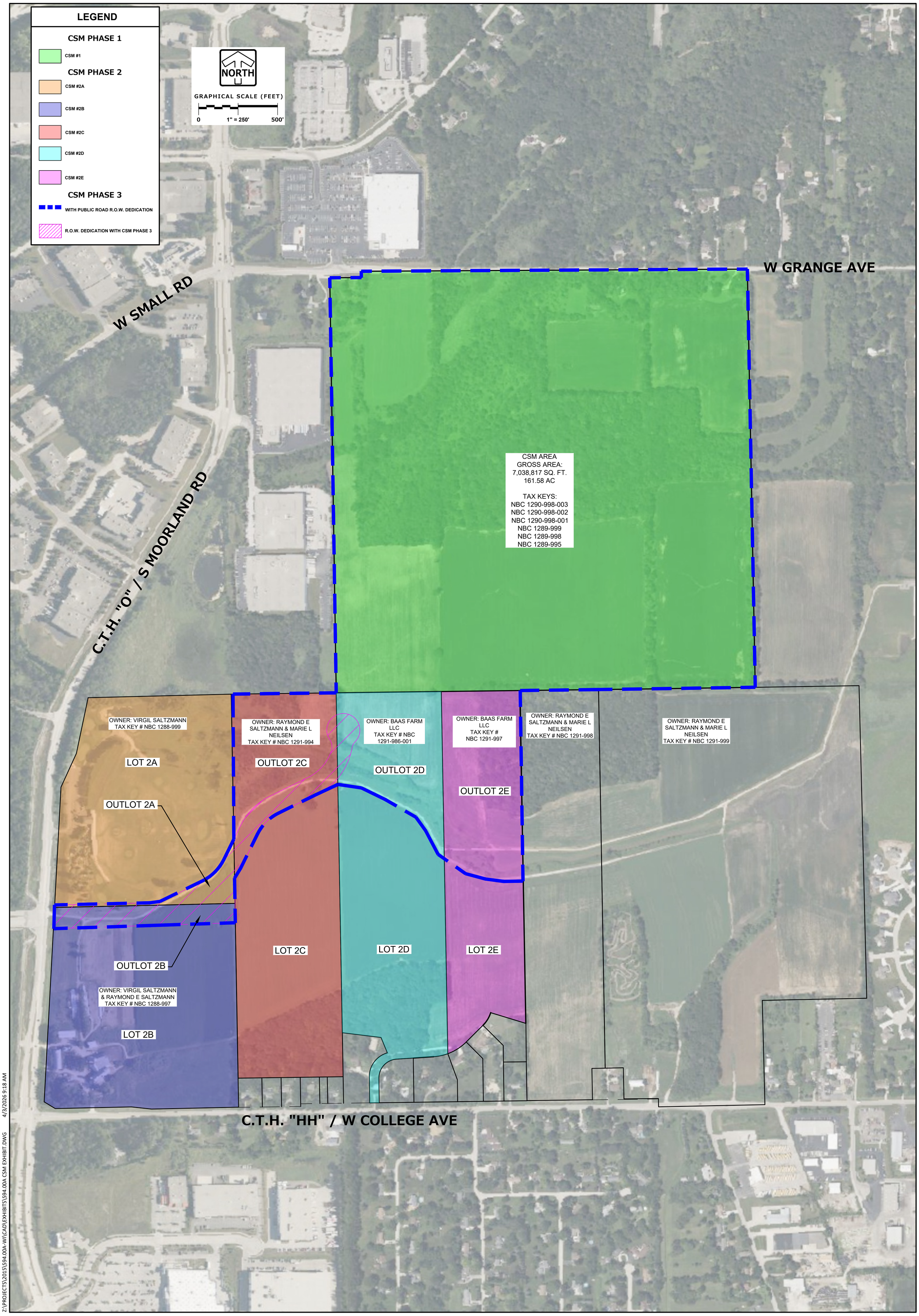
Jesse Zoltowski

JANUARY 14, 2026

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

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

PEG JOB#594.00
SHEET 8 OF 8



Z:\PROJECTS\2015\594.00A-WI\CAD\EXHIBITS\594.00A CSM EXHIBIT.DWG 4/3/2026 9:18 AM

PROJECT GRAVITY - CSM INTENT EXHIBIT

03/05/2026

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

JOB #: 594.00A

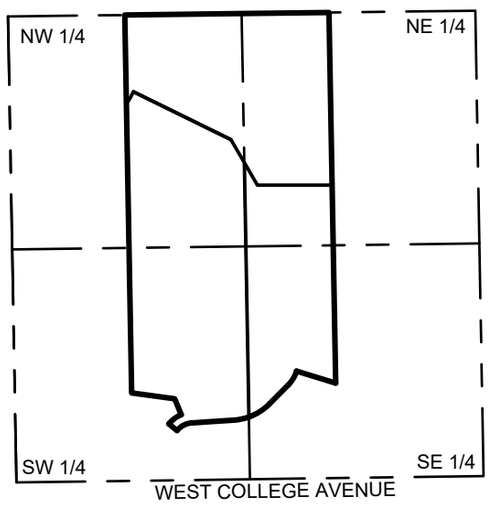
CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

Prepared for:
BAAS FARM LLC
15380 W COLLEGE AVE.,
MUSKEGO, WI 53150

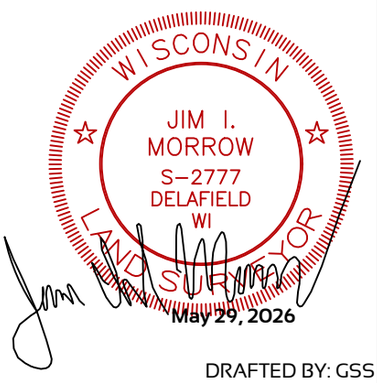
Subject Property
Tax Key Numbers: NBC 1291997 & NBC 1291986001

VICINITY SKETCH
SCALE 1"=1000'
SW 1/4 SEC. 35-6-20



CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	94.36'	192.93'	028°01'26"	S31°09'00"W	93.43'	S17°08'17"W	S45°09'43"W
C2	230.11'	320.00'	041°11'09"	S65°37'38"W	225.18'	S45°02'30"W	S86°13'40"W
C3	98.70'	103.13'	054°50'16"	S62°54'40"W	94.98'	N89°40'12"W	S35°29'32"W
C4	87.87'	180.00'	027°58'13"	N53°35'02"E	87.00'	N39°35'55"E	N67°34'08"E
C5	79.71'	393.00'	011°37'18"	S30°17'23"W	79.58'	S24°28'44"W	S36°06'02"W
C6	139.71'	320.00'	025°00'52"	S57°32'03"W	138.60'	S45°01'37"W	S70°02'29"W
C7	90.40'	320.00'	016°11'10"	S78°08'04"W	90.10'	S70°02'29"W	S86°13'40"W

NOTES:
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°17'17"E.
- Wetland delineated by Wetland and Waterway Consulting LLC on October 27, 2025 as located by Manhard Consulting and CJ Engineering.



May 29, 2026

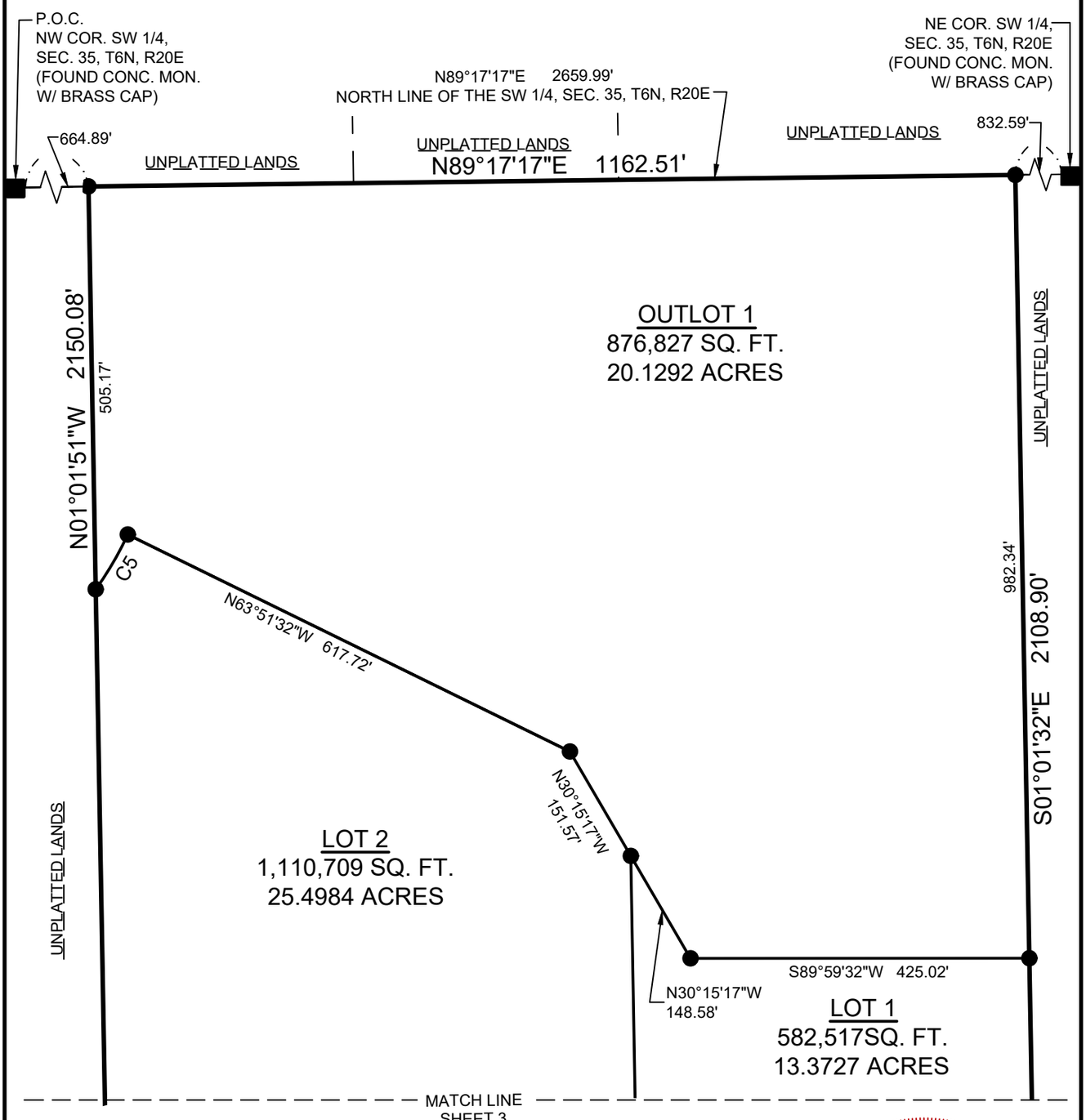
PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

DRAFTED BY: GSS
JOB #594.00A
SHEET 1 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



LEGEND

- Found 3/4" Iron Rebar
- Set 3/4X18" Iron Rebar 1.5LBS/LFT

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

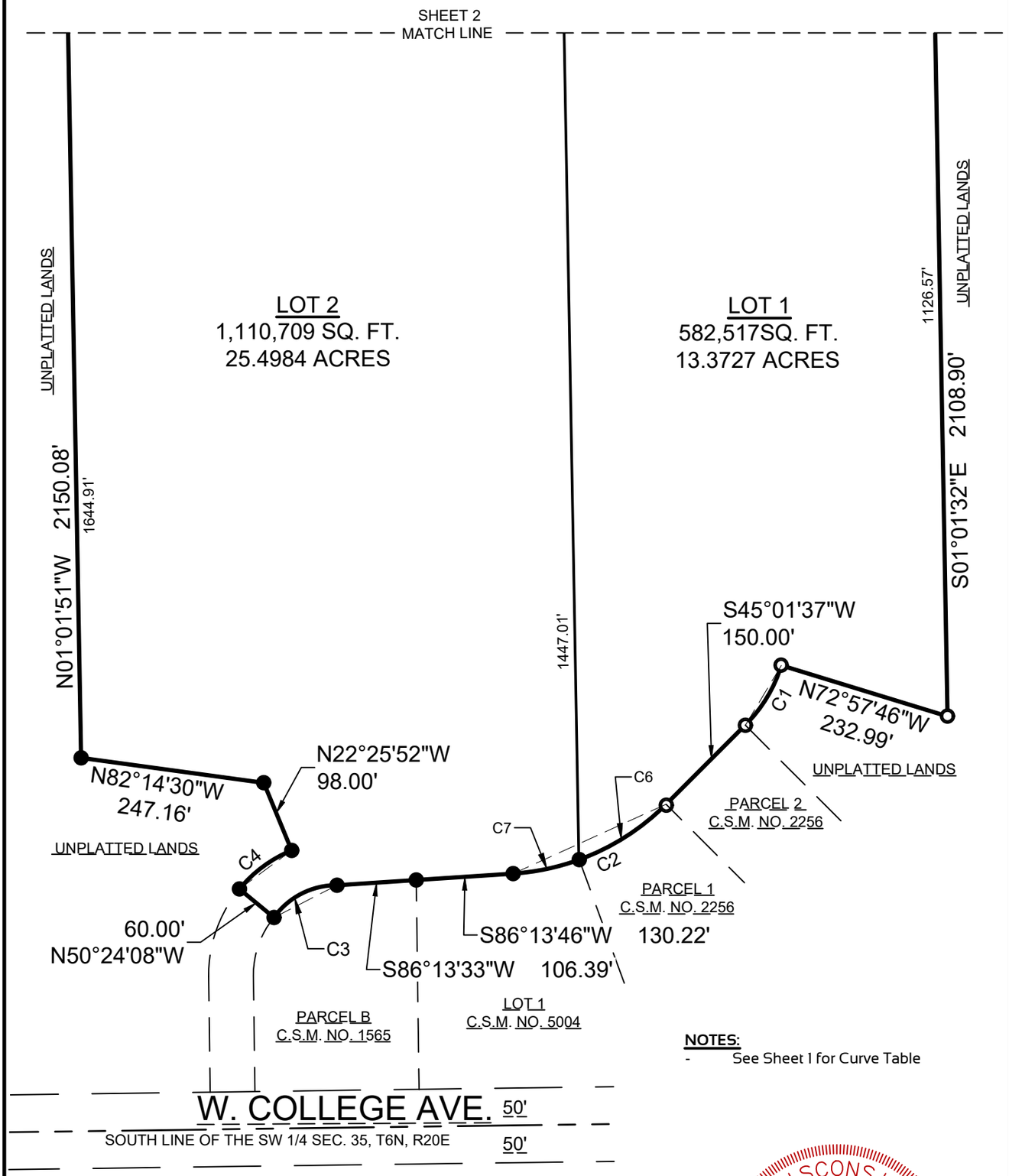
JOB #594.00A

SHEET 2 OF 10

64

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NOTES:

- See Sheet 1 for Curve Table

LEGEND

- Found 3/4" Iron Rebar
- Set 3/4X18" Iron Rebar 1.5LBS/LFT

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

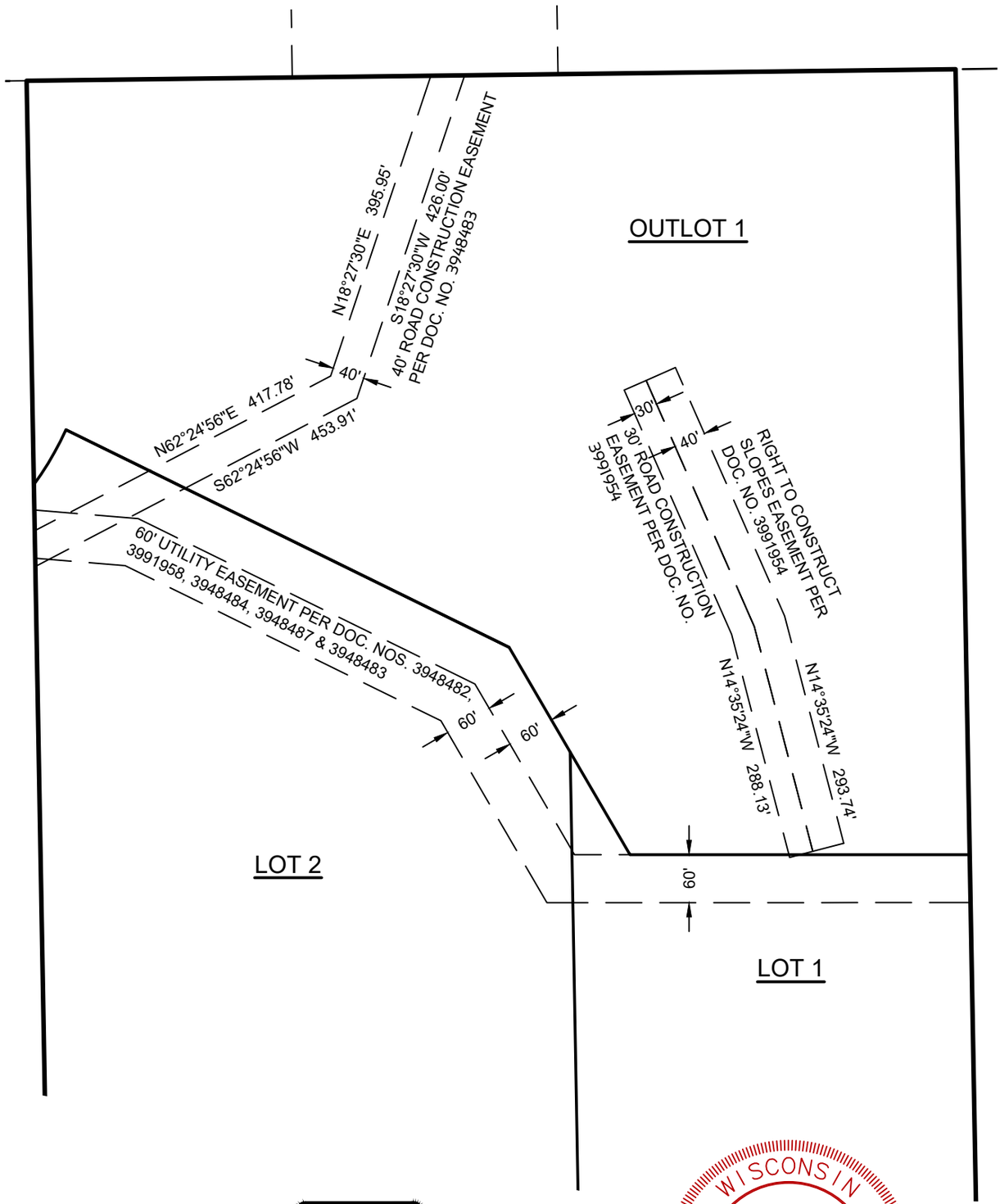
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 3 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

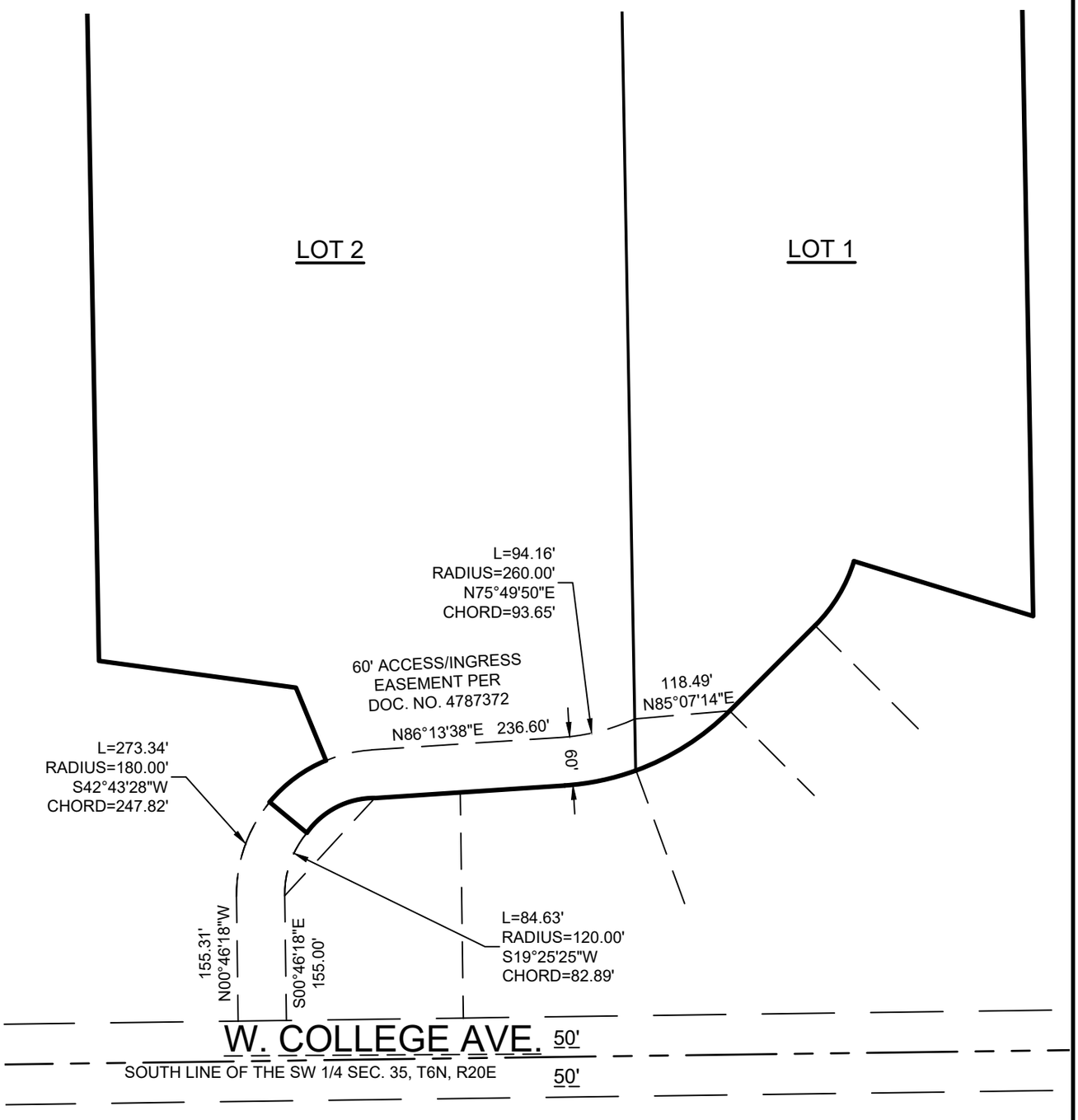
JOB #594.00A

SHEET 4 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR
May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

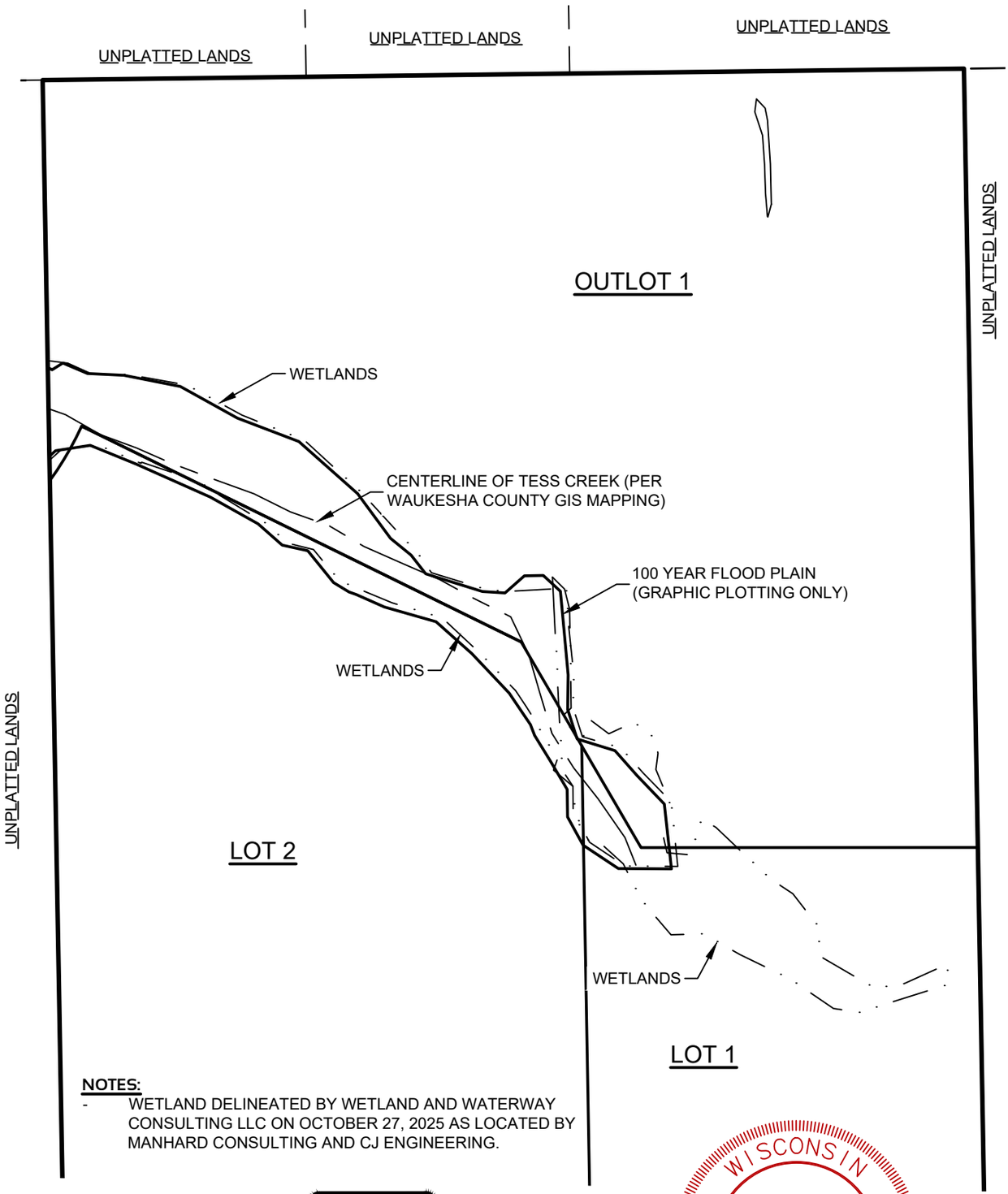
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 5 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

WETLANDS SHOWN FOR REFERENCE ONLY



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

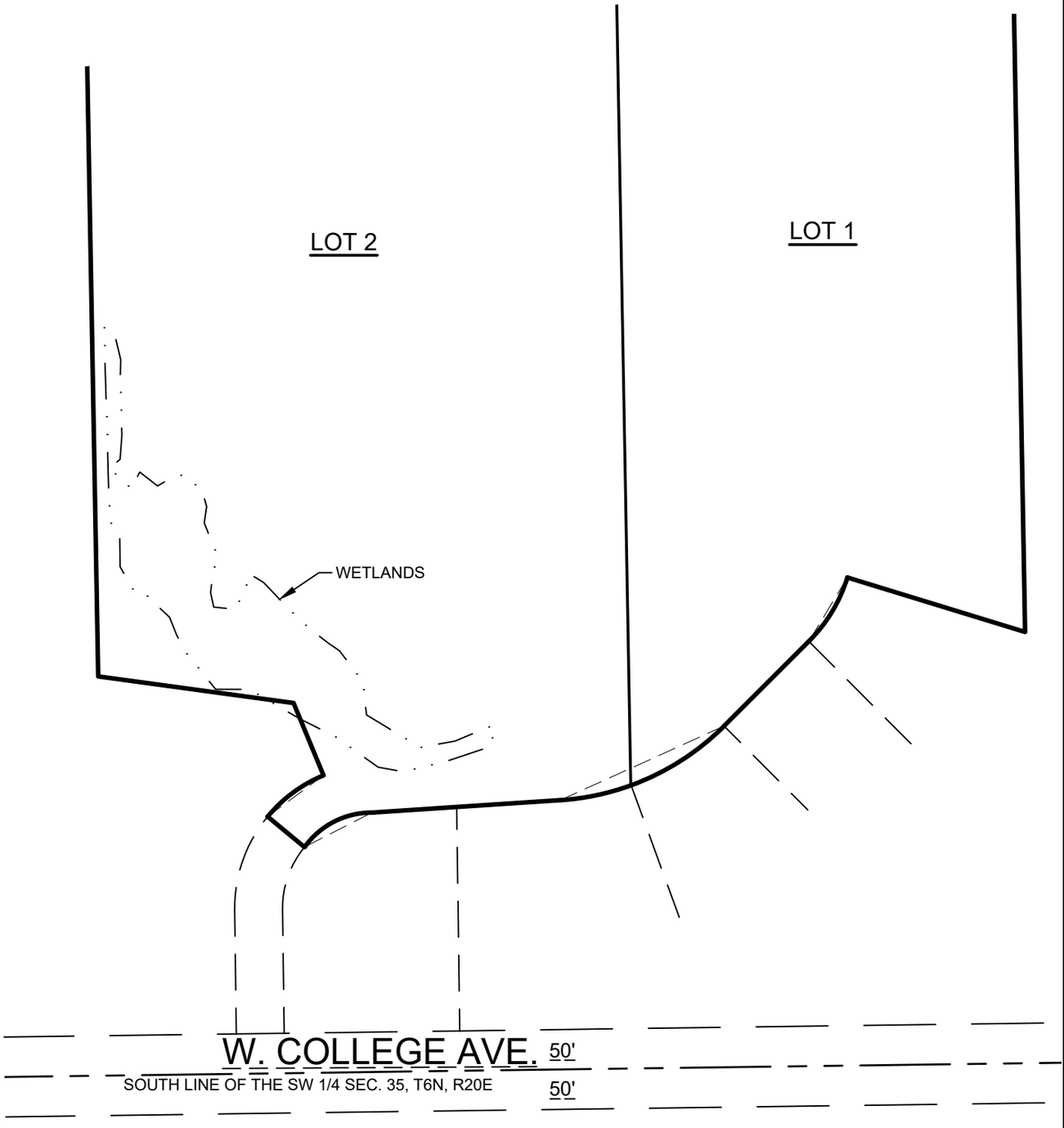
JOB #594.00A

SHEET 6 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

WETLANDS SHOWN FOR REFERENCE ONLY



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 7 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jim I. Morrow, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped that part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35;
Thence North 89°17'17" East along the North line of said Southwest 1/4, 664.89 feet to the Point of Beginning;
Thence continuing North 89°17'17" East along said North line, 1162.51 feet;
Thence South 01°01'32" East, 2108.90 feet along the east line of the west 30 acres of the east 1/2 of said Southwest 1/4;
Thence North 72°57'46" West, 232.99 feet to a point on a curve and easterly extension of the North line of Certified Survey Mao No. 2256, 5004, and 1565;
Thence southwesterly 94.36 feet along said arc of a curve and said easterly extension to the right whose radius is 192.23 feet and whose chord bears South 31°09'00" West, 93.43 feet to a point on the north line of Certified Survey Map No. 2256 and the easterly extension of the north line of Certified Survey Map No. 5004 and 1565;
Thence South 45°01'37" West along said north line and said easterly extension, 150.00 feet to a point on a curve;
Thence southwesterly 230.11 feet continuing along said North line, easterly extension, and said arc of a curve to the right whose radius is 320.00 feet and whose chord bears South 65°37'38" East, 225.18 feet;
Thence South 86°13'46" West, 130.22 feet along the north line of Certified Survey Map No. 5004 and easterly extension of the north line of Certified Survey Map No. 1565;
Thence South 86°13'46" West along the north line of Certified Survey Map No. 1565, 106.39 feet to a point on a curve;
Thence southwesterly 98.70 feet along the arc of a curve to the left and said north line whose radius is 103.13 feet and whose chord bears South 62°54'40" West, 94.98 feet;
Thence North 50°24'08" West, 60.00 feet to a point on a curve and east line of Parcel a of said Certified Survey Map No. 1565;
Thence northeasterly 87.87 feet along the arc of a curve to the right whose radius is 180.00 feet and whose chord bears North 53°35'02" East, 87.00 feet;
Thence North 22°25'52" West, 98.00 feet;
Thence North 82°14'30" West, 247.16 feet to the west line of the east 1/2 of the west 1/2 of said Southwest 1/4;
Thence North 01°01'51" West, 2150.08 feet along the west line of the east 1/2 of the west 1/2 of said Southwest 1/4 to the Point of Beginning.

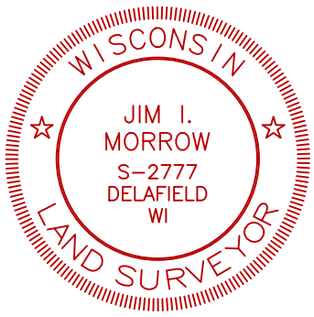
Containing 2,570,053 square feet (59.0003 acres) of land, more or less.

That I have made such survey, land division and map by the direction of BAAS Farm, LLC., owner of said land.

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

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

Date: May 28, 2026



Jim I. Morrow
Professional Land Surveyor S-2777

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

BAAS Farm, LLC., a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

BAAS Farm, LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of New Berlin

IN WITNESS WHEREOF, the said BAAS FARM LLC has caused these presents to be signed by (name - print) _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of: BAAS FARM LLC

_____
Name (signature) - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named BAAS FARM LLC., to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

May 29, 2026

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 9 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

May 29, 2026

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 10 OF 10

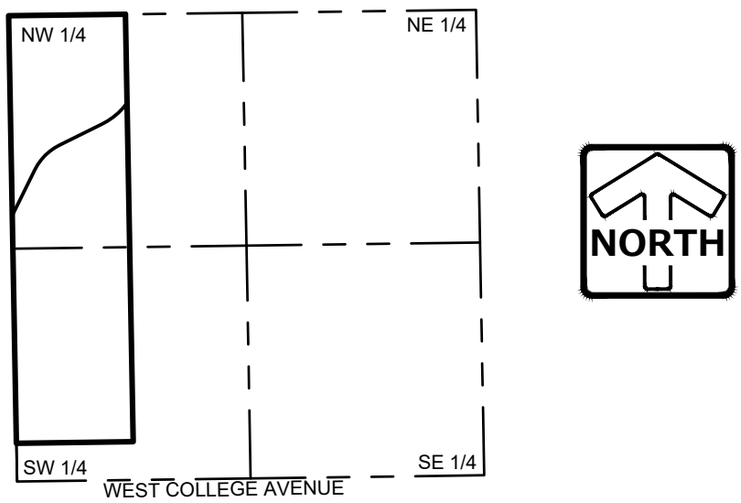
CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

Prepared for:
RAYMOND E SALTZMANN
& MARIE L NIELSEN
15920 W COLLEGE AVE.,
MUSKEGO, WI 53150

Subject Property
Tax Key Numbers: NBC 1291994

VICINITY SKETCH
SCALE 1"=1000'
SW 1/4, SEC. 35-6-20



NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°17'17"E.
- Wetland delineated by Wetland and Waterway Consulting LLC on October 27, 2025 as located by Manhard Consulting and CJ Engineering.

May 29, 2026

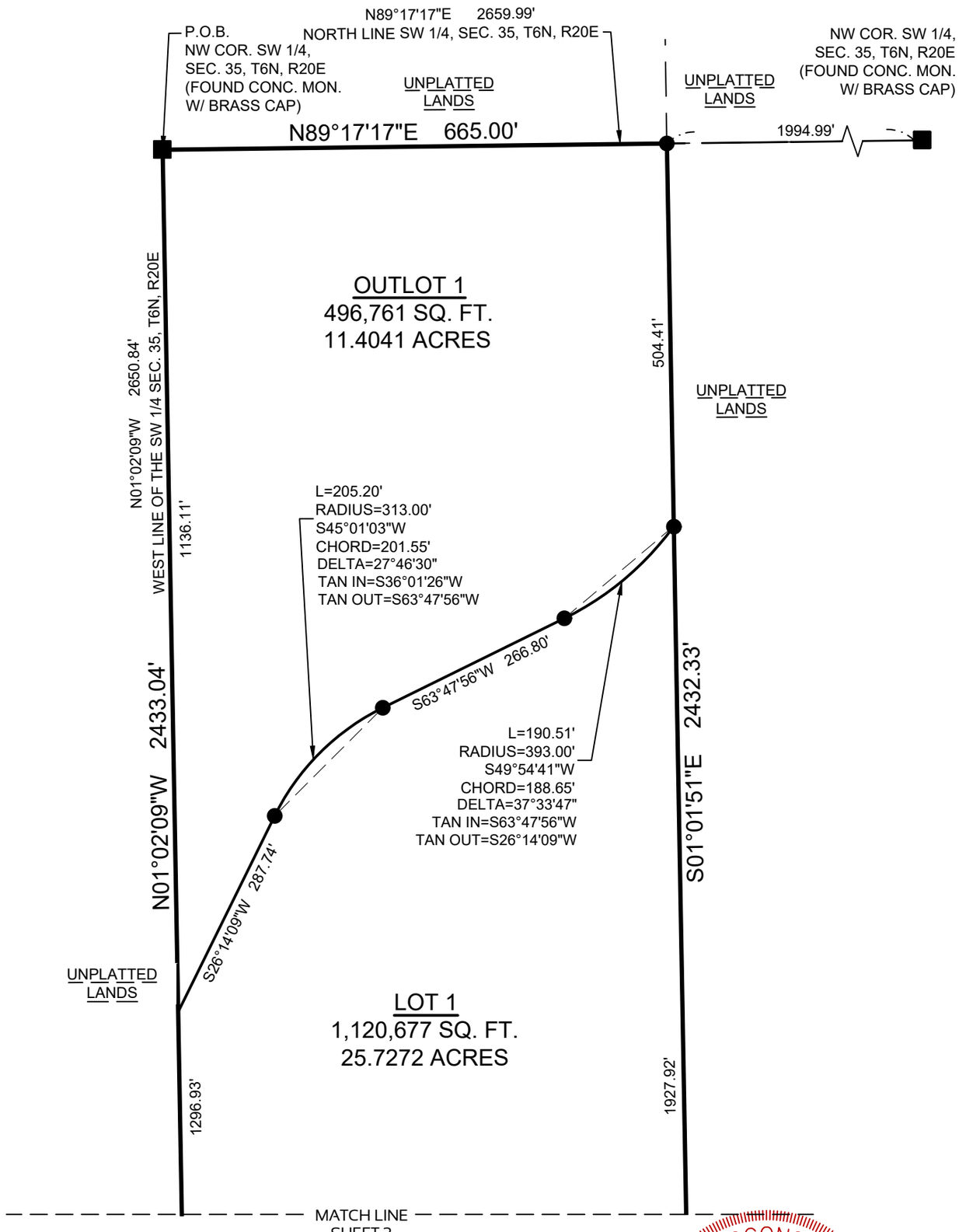
PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

DRAFTED BY: GSS
JOB #594.00A
SHEET 1 OF 9

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

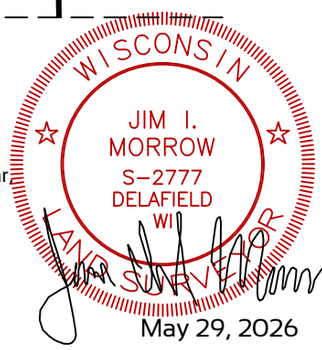


LEGEND

- Found 3/4" Iron Rebar
- Set 3/4" X 18" Iron Rebar 1.5 LBS/LFT.

GRAPHICAL SCALE (FEET)

0 1"=180' 360'



May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

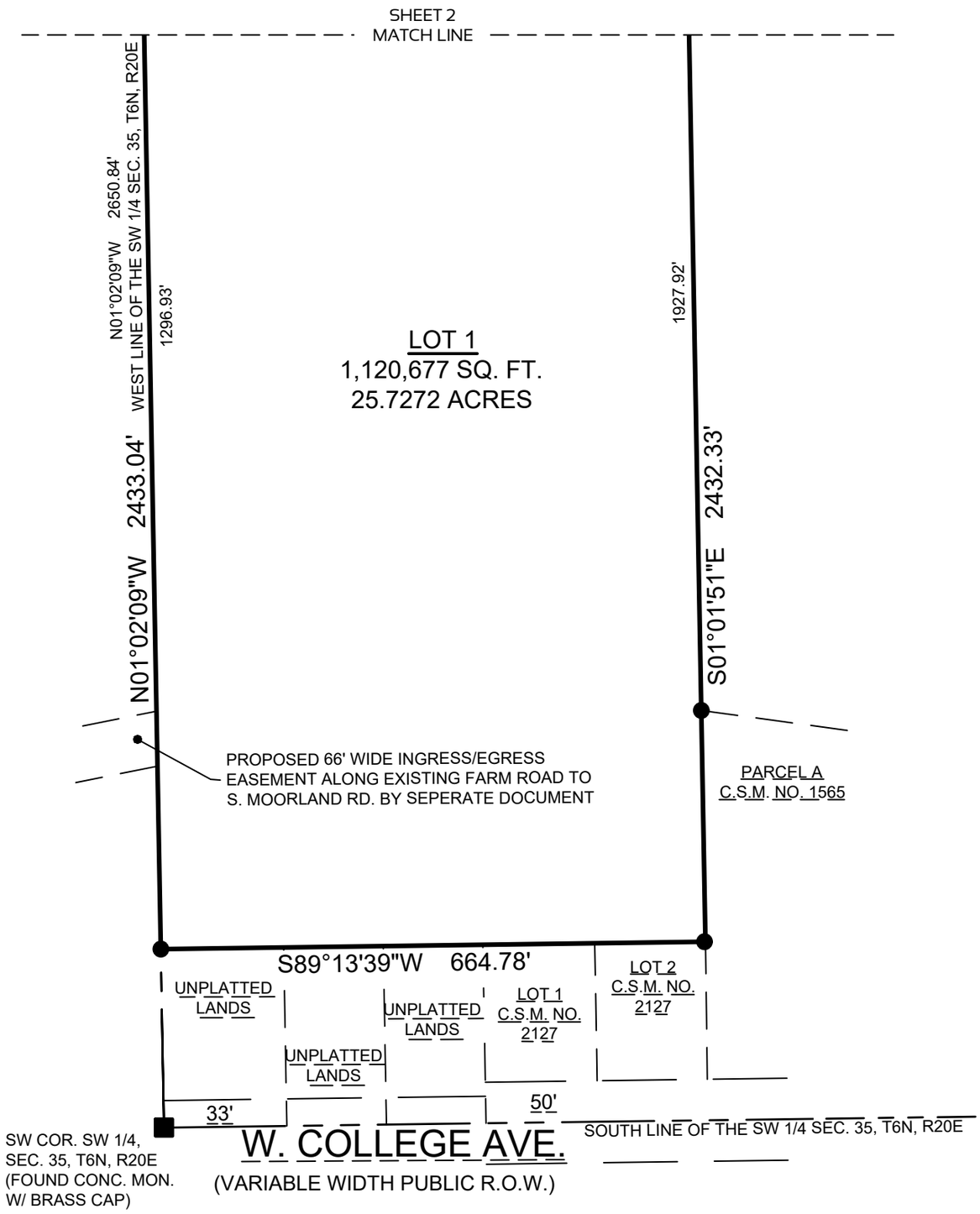
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 2 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NORTH

LEGEND

● Set 3/4" X 18" Iron Rebar 1.5 LBS/LFT.

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

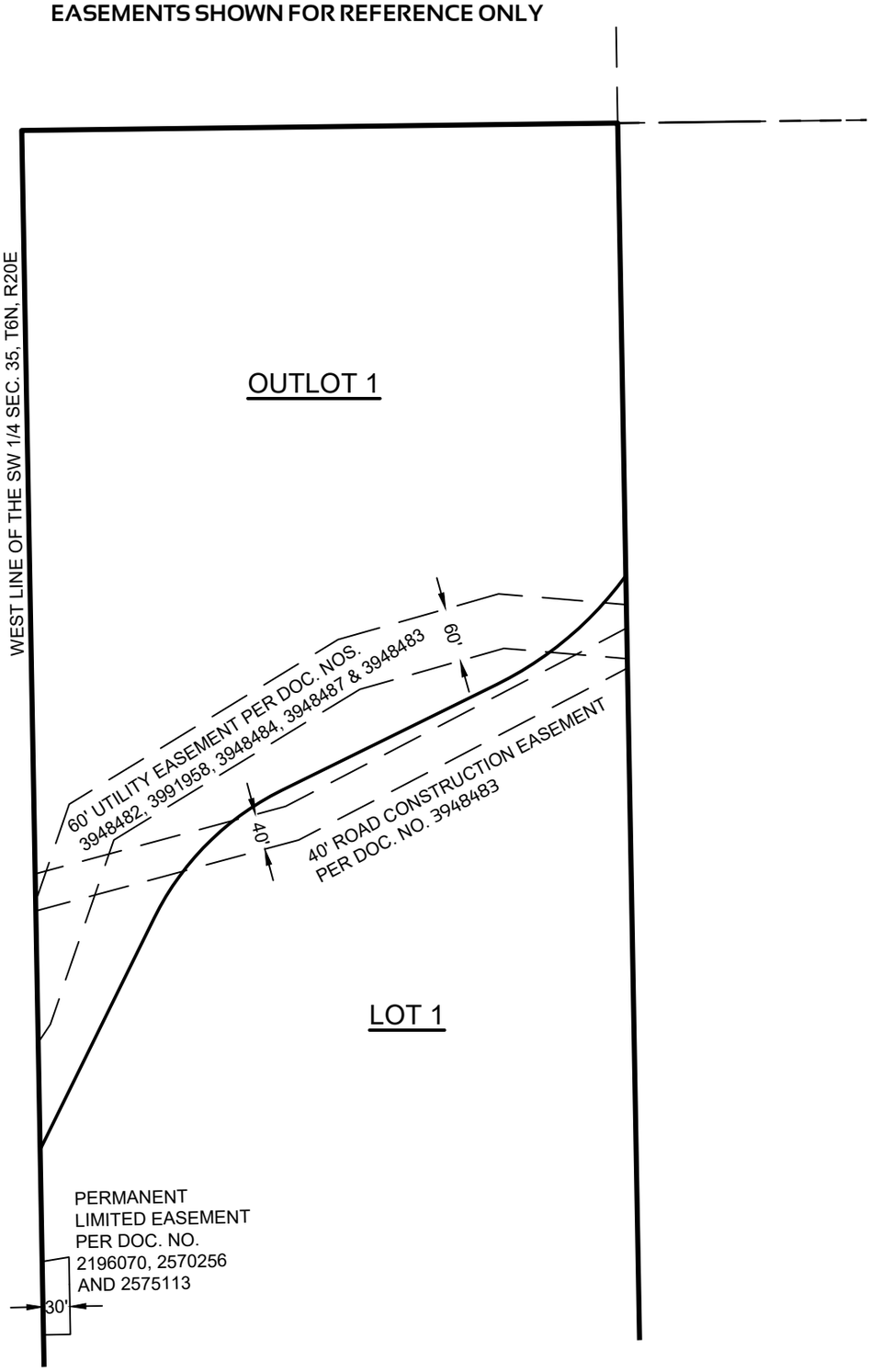
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 3 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

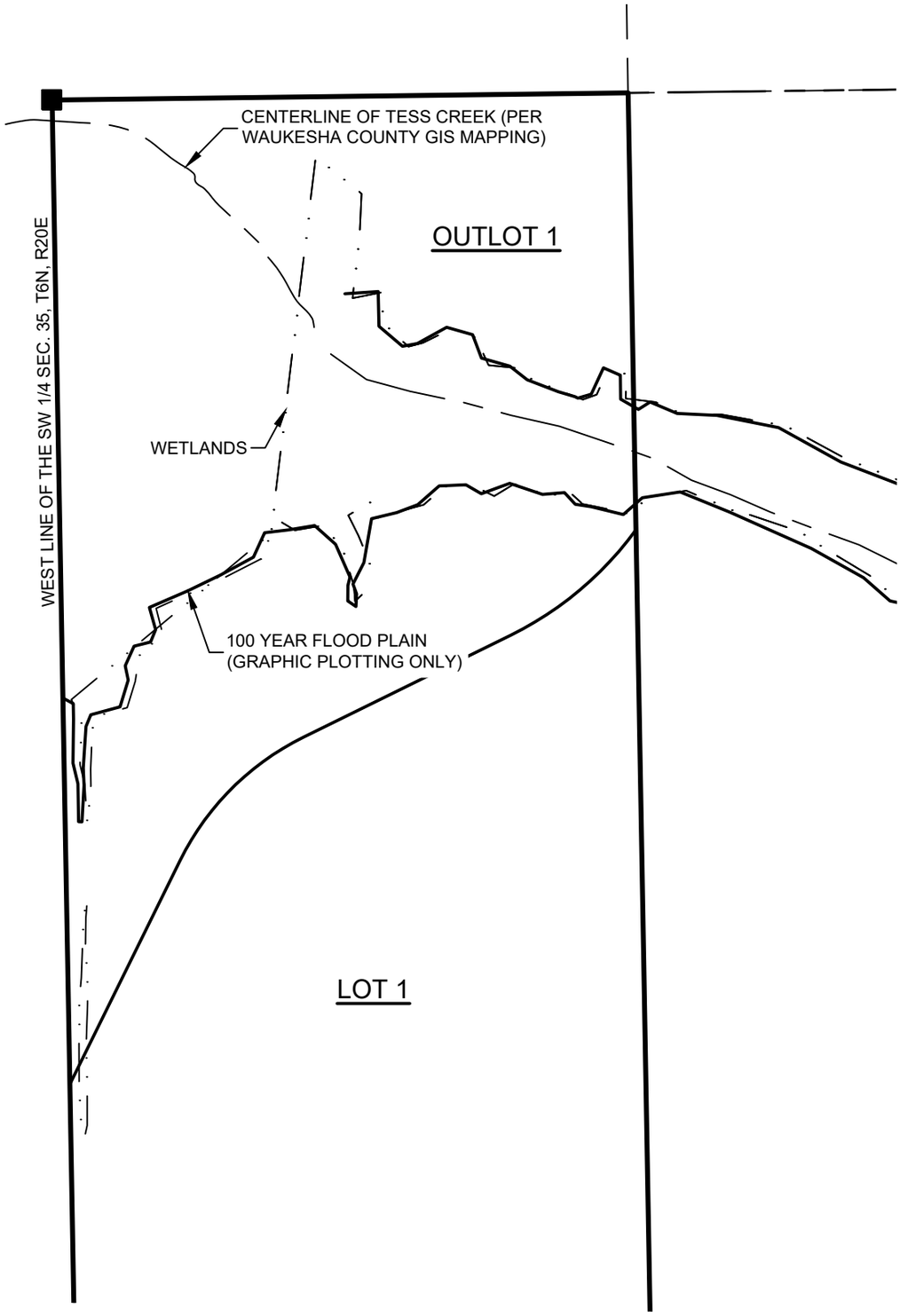
JOB #594.00A

SHEET 4 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

WETLANDS SHOWN FOR REFERENCE ONLY



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 5 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jim I. Morrow, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped that part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 35;
Thence North 89°17'17" East along the North line of said Southwest 1/4, 665.00 feet;
Thence South 01°01'51" East along the East line of the West 1/2 of the West 1/2 of said Southwest 1/4, 2432.33 feet;
Thence South 89°13'39" West along the westerly extension of the North line of Certified Survey Map No. 2127, 664.78 feet to the West line of aforesaid Southwest 1/4 of Section 35;
Thence North 01°02'09" West along said west line, 2433.04 feet to the Point of Beginning.

Containing 1,617,438 square feet (37.1313 acres) of land, more or less.

That I have made such survey, land division and map by the direction of Raymond E Saltzmann & Marie I Nielsen, owners of said land.

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

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

Date: May 29, 2026

Jim I. Morrow
Professional Land Surveyor S-2777

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As owners, we hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of New Berlin.

IN WITNESS WHEREOF, the said owners have caused these presents to be signed by Raymond E. Saltzmann and Marie L. Nielsen _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of:

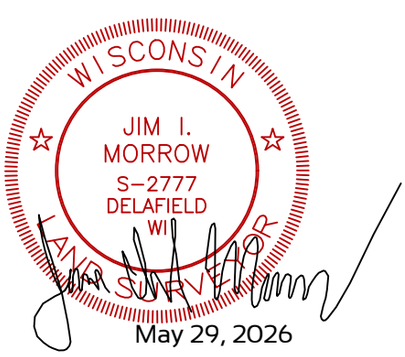
_____
Raymond E. Saltzmann

_____
Marie L. Nielsen

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named Raymond E. Saltzmann and Marie L. Nielsen to me known to be the same persons who executed the foregoing instrument, and acknowledged the same.

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



PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____

Date Name - Title

STATE OF _____)

_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

_____

Notary Public

Name:_____

State of _____

My Commission Expires: _____

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 8 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 9 OF 9

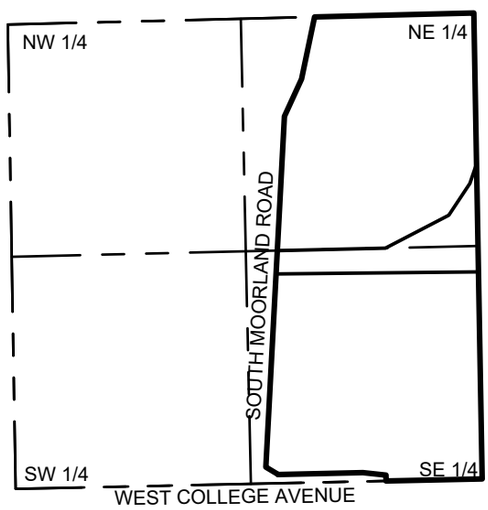
CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

Subject Property
Tax Key Numbers: NBC 1288999 & NBC 1288997

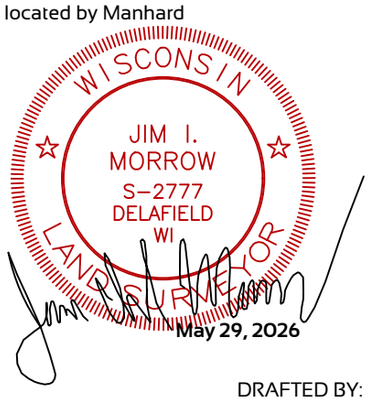
Prepared for:
RAYMOND E SALTZMANN
& VIRGIL A SALTZMANN
15920 W COLLEGE AVE.,
MUSKEGO, WI 53150

VICINITY SKETCH
SCALE 1"=1000'
SE 1/4 SEC. 34-6-20



NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East which has a bearing of N88°34'51"E.
- Wetland delineated by Wetland and Waterway Consulting LLC on October 27, 2025 as located by Manhard Consulting and CJ Engineering.



May 29, 2026

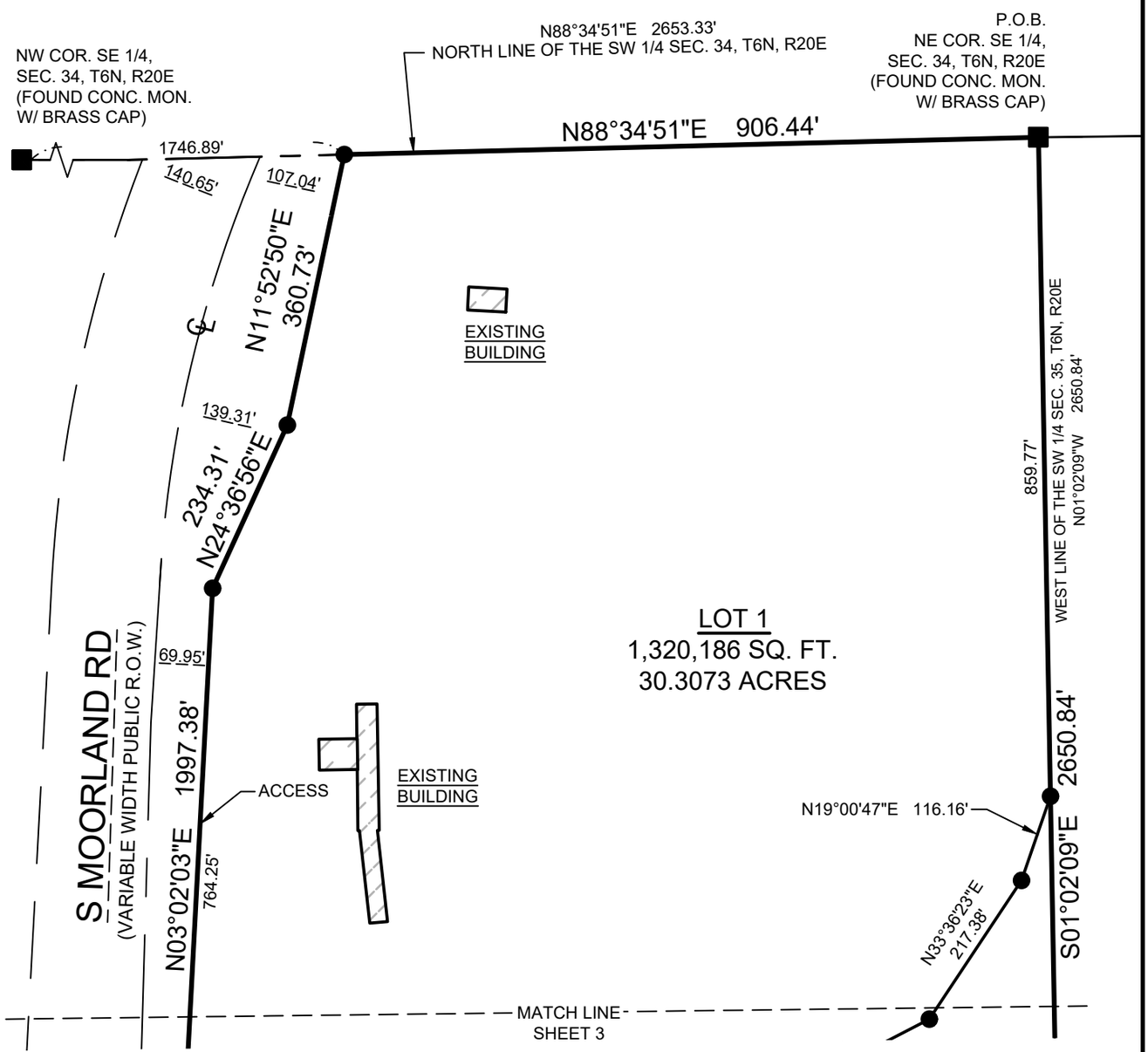
PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

DRAFTED BY: GSS
JOB #594.00A
SHEET 1 OF 11

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



LEGEND

- Set 3/4X18" Iron Rebar 1.5LBS/LFT

NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

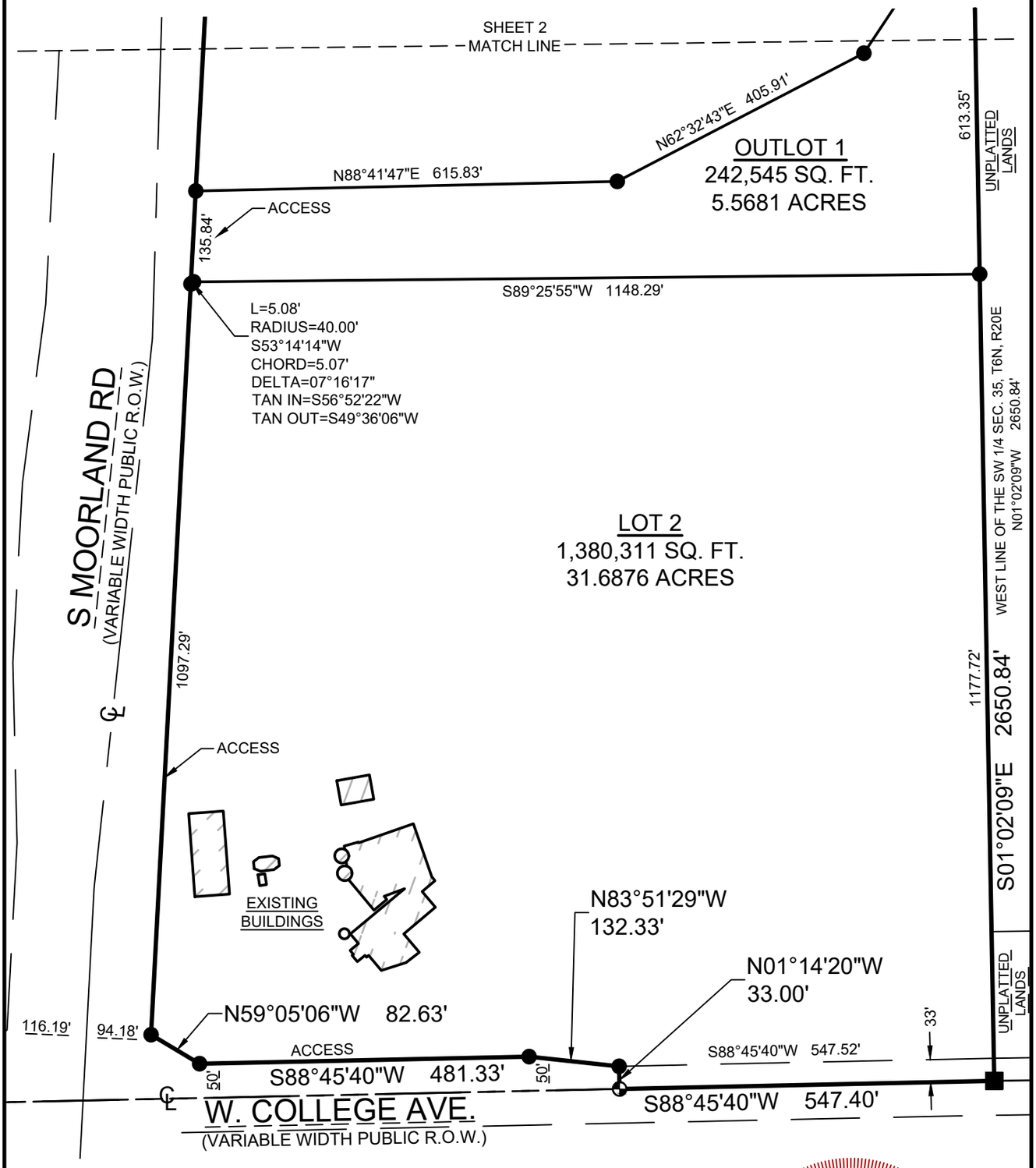
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 2 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



LEGEND

- Set 3/4X18" Iron Rebar 1.5LBS/LFT
- Set Mag Nail

NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

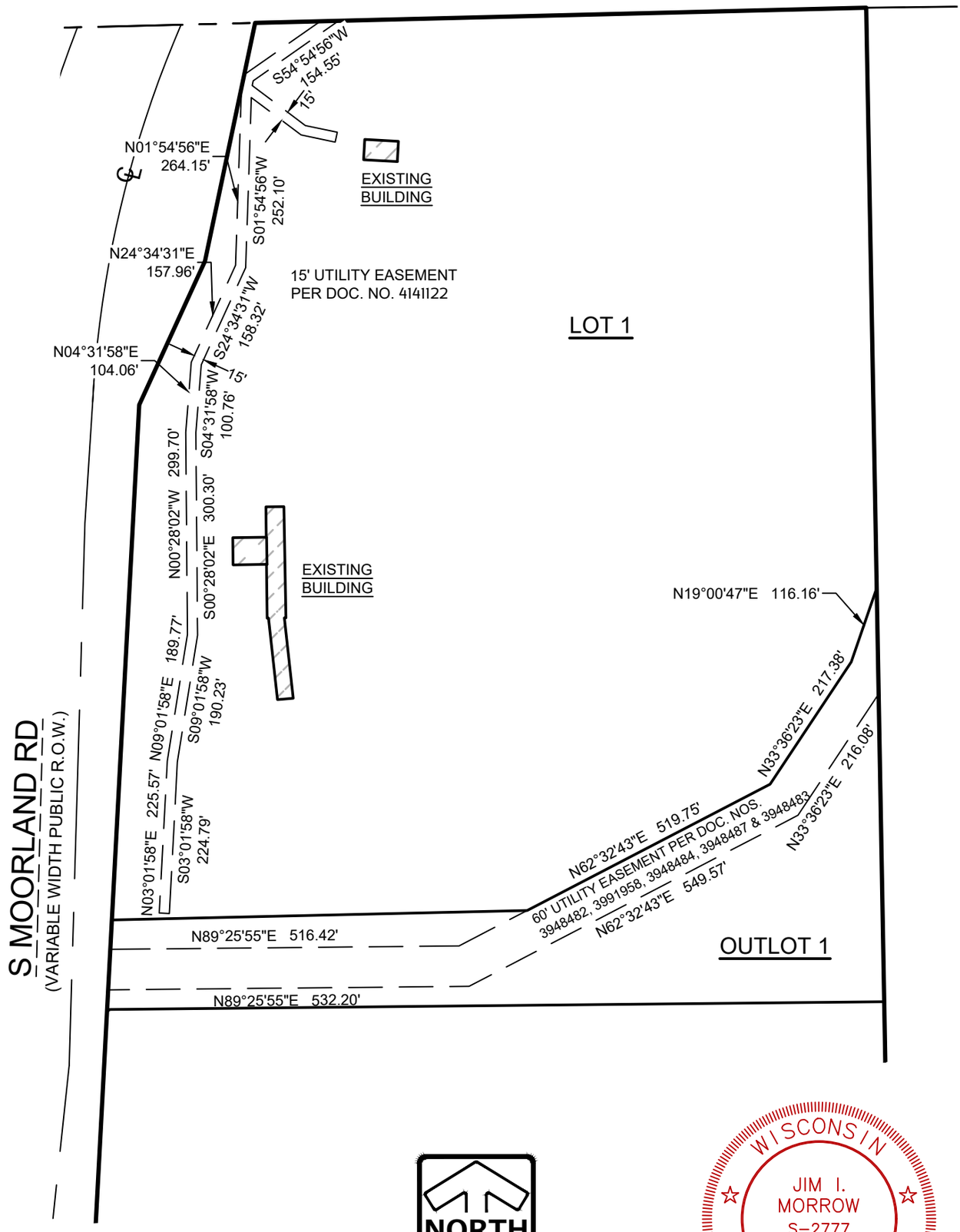
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 3 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

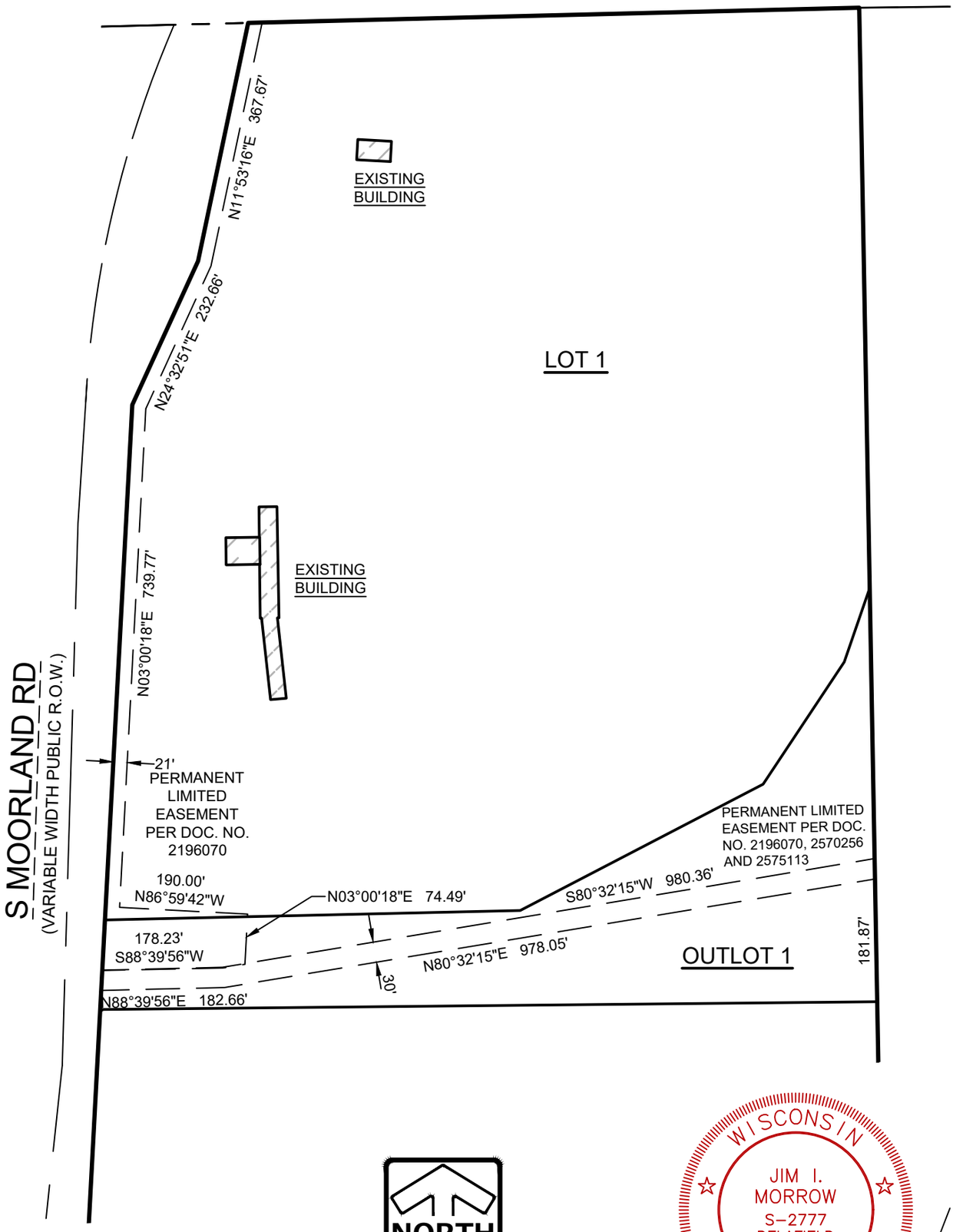
JOB #594.00A

SHEET 4 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

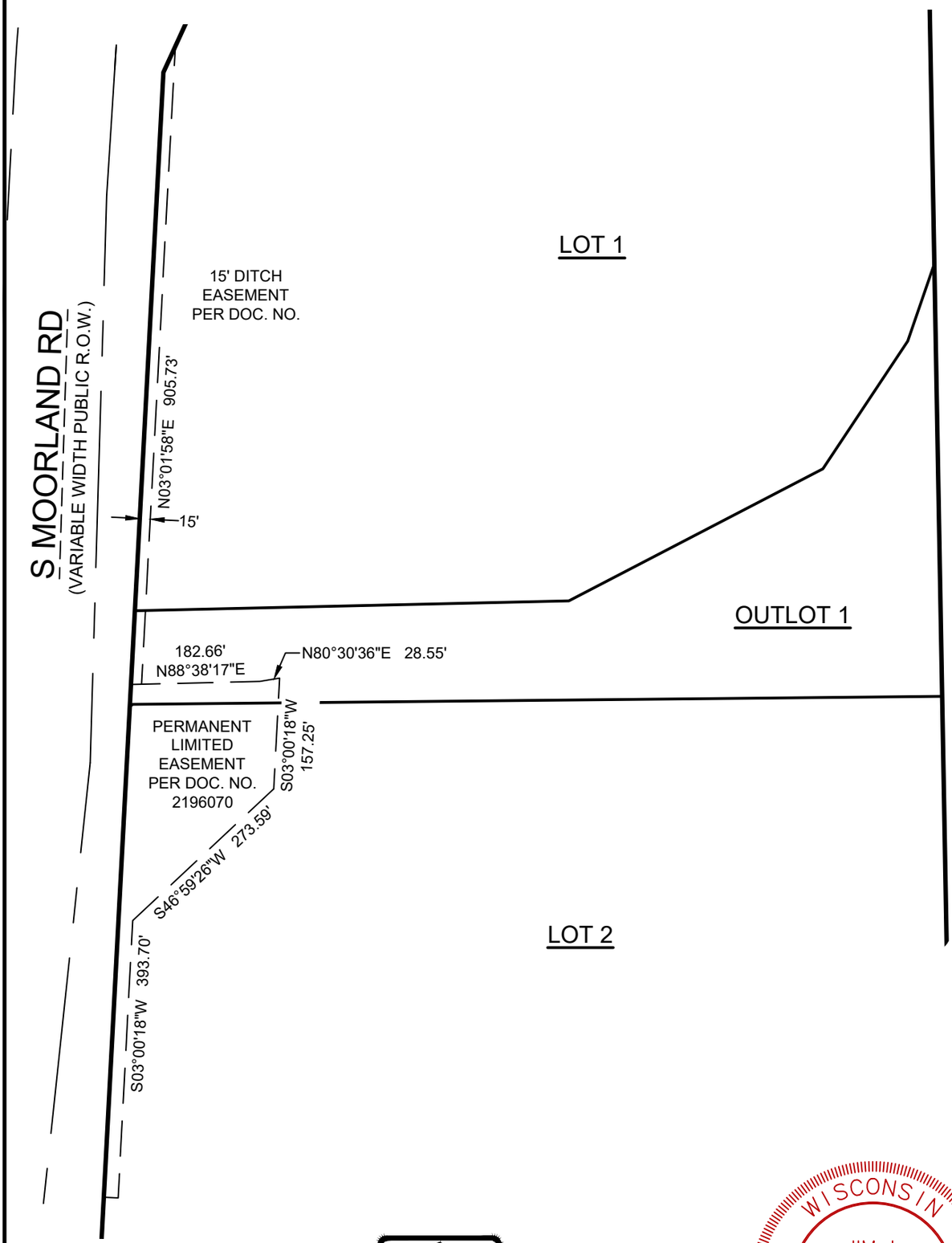
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 5 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



GRAPHICAL SCALE (FEET)

0 1"=180' 360'

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

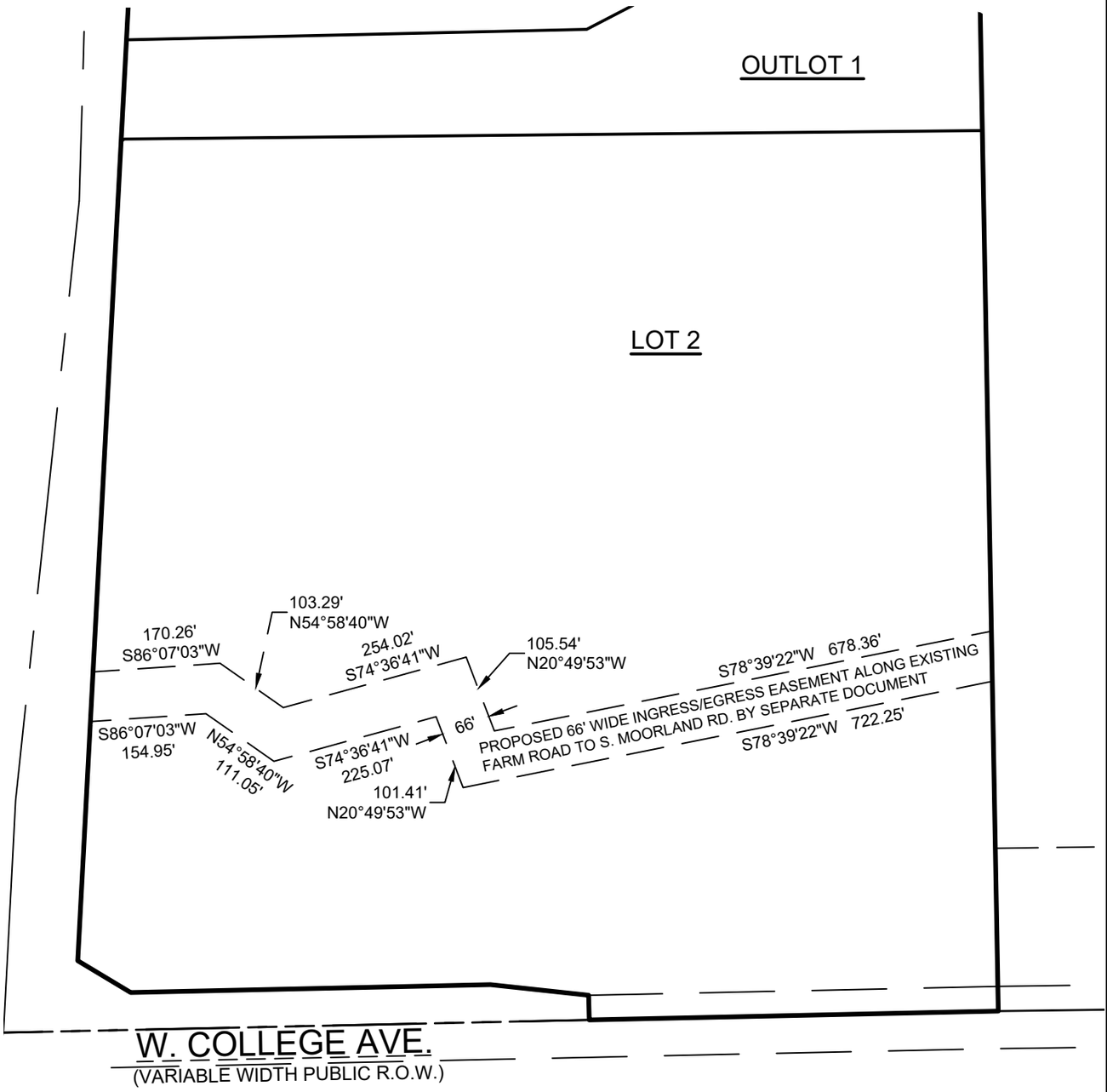
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 6 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

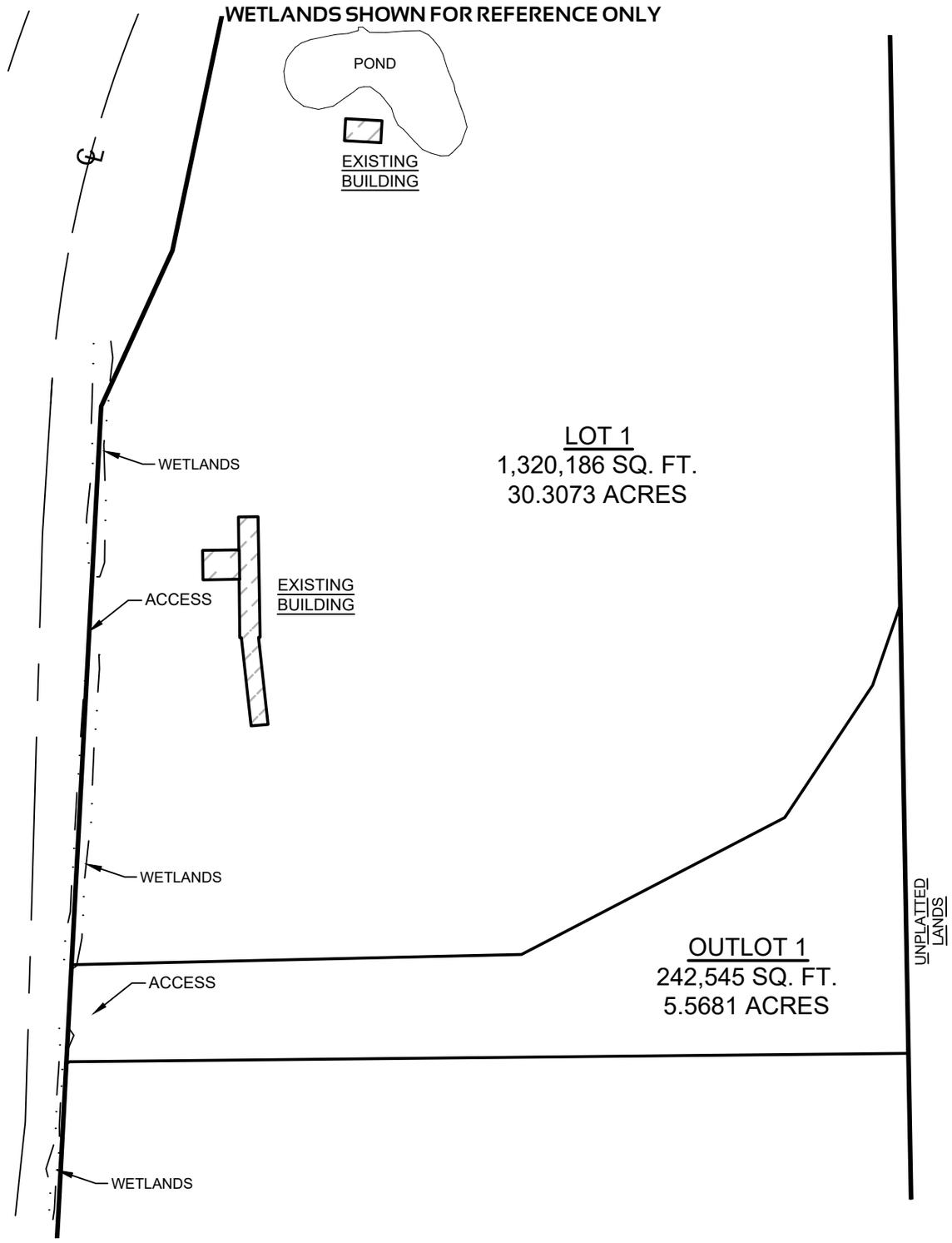
PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 7 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 8 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jim I. Morrow, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped that part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Beginning at the northeast corner of the Southeast 1/4 of said Section 34;
Thence South 01°02'09" East along the east line of said Southeast 1/4, 2650.84 feet to the south line of said Southeast 1/4;
Thence South 88°45'40" West along said south line, 547.40 feet;
Thence North 01°14'20" West to the north line of West College Avenue, 33.00 feet;
Thence along the north line of West College Avenue for the following three courses: North 83°51'29" West, 132.33 feet; South 88°45'40" West, 481.33 feet; North 59°05'06" West, 82.63 feet to the east line of South Moorland Road;
Thence along the east line of South Moorland Road for the following three courses: North 03°02'03" East, 1997.38 feet; North 24°36'56" East along said east line, 234.31 feet; North 11°52'50" East, 360.73 feet to the north line of aforesaid Southeast 1/4;
Thence North 88°34'51" East along the north line of said Southeast 1/4, 906.44 feet to the Point of Beginning.

Containing 2,943,036 square feet (67.5628 acres) of land, more or less.

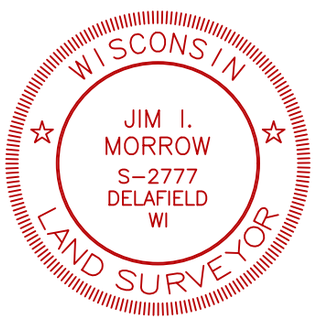
That I have made such survey, land division and map by the direction of Raymond E Saltzmann & Virgil A Saltzmann, owners of said land.

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

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

Date: May 29, 2026

Jim I. Morrow
Professional Land Surveyor S-2777



PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As owners, we do further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval: City of New Berlin

IN WITNESS WHEREOF, the said owners have caused these presents to be signed by Raymond E. Saltzmann and Virgil A. Saltzmann _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of:

_____
Raymond E. Saltzmann

_____
Virgil A. Saltzmann

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named Raymond E. Saltzmann and Virgil A. Saltzmann to me known to be the same persons who executed the foregoing instrument, and acknowledged the same.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 10 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 11 OF 11

From: Patrick Theodossiou
To: Jones, Nikki; Kessler, Greg; Hogan, Kristen
Cc: Lanser, Mary Claire; Vance Bostock
Subject: Building Height
Date: Tuesday, June 23, 2026 5:08:38 PM

Greg/Nikki/Kristen,

Apologies we could not confirm sooner, but we can remove the building height language from the PUD, reverting to the M-3 ordinance language for height.

Thank you!

Patrick Theodossiou
Development Director, SunCap Property Group

252-229-2501 mobile
704-945-8000 main
6101 Carnegie Boulevard, Suite 180
Charlotte, NC 28209
ptheodossiou@suncappg.com
suncappg.com

CONFIDENTIAL & PRIVILEGED
Unless otherwise indicated, the information contained herein is attorney-client privileged and confidential information/work product. The communication is intended for the sole use of the named recipient. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise.

This email originated outside of the organization. Please verify the validity of the source prior to opening any links or attachments. Note, known senders can be compromised.

From:	Alexander Michaelis
To:	Kessler, Greg; Hogan, Dan; Jones, Nikki
Cc:	Terry Buss; Valbuss2021@gmail.com; Ann Dan Olstinske; Manish Upadhyay
Subject:	Formal Objection to Proposed Rezoning – Rockwell Automation
Date:	Wednesday, June 10, 2026 3:15:10 PM

New Berlin Planning Department,

I submit this objection in my capacity as an experienced real estate investment professional with extensive experience in institutional land use, development, and portfolio-level investment analysis reflected by the approximately $50 billion of assets under advisory I have as of 12/31/2025.

Following the public hearing held last week, it appears there was some misunderstanding among certain speakers regarding the procedural intent and scope of the Planning Commission's review, as reflected in several clarifying redirects during the meeting. In addition, I have spoken with the organizer of the petition and other residents who provided testimony, in order to further explain the applicable review process and the standards governing zoning decisions. The petition will continue to be circulated and garner further support by our neighbors.

This statement is intended to provide a more structured and legally grounded articulation of the relevant planning considerations. It is respectfully requested that this submission be entered into the public record and considered and responded to in full prior to the Commission's next meeting, along with any responsive analysis from the applicant including (if willing) their site selection analysis.

Formal Objection

To the Members of the Planning Commission and Common Council:

This letter constitutes a formal objection to the proposed rezoning of approximately 185 acres located at Moorland Road and Grange Road for large-scale industrial and manufacturing use.

While the applicant's proposal is presented as an economic development initiative, rezoning decisions must be evaluated under applicable land-use standards, including consistency with the adopted Comprehensive Plan, compatibility with surrounding uses, and the public interest in orderly and rational development. For the reasons set forth below, approval of the requested rezoning would be inconsistent with these governing planning principles and would constitute an unjustified departure from the City's established land-use framework.

1. Inconsistency with the Adopted Comprehensive Plan

Portions of the subject property are designated for residential use under the City of New Berlin's adopted Comprehensive Plan. The proposed rezoning would represent a direct and material deviation from that plan.

Wisconsin planning law and established municipal practice require that zoning decisions bear a rational relationship to the Comprehensive Plan. A rezoning that materially contradicts

adopted future land-use designations, absent a clearly articulated public necessity, is arbitrary and undermines the legal and policy foundation of the City's planning framework.

2. Reliance Interests and Recently Approved Residential Development

The City has recently approved multiple residential subdivisions immediately adjacent to the subject property. These approvals are affirmative municipal actions implementing the City's stated land-use objectives for this area.

Homeowners and developers have reasonably relied upon these approvals and the corresponding future land-use designations in making substantial long-term investments. A rezoning of this magnitude, introducing intensive industrial use directly adjacent to newly established residential neighborhoods, would materially disrupt those reliance interests and create an inconsistent and unpredictable regulatory environment.

3. Improper Extension of Industrial Use Beyond Established Boundaries

Industrial and manufacturing uses in New Berlin have historically been concentrated west of Moorland Road. Moorland Road has functioned as a long-standing and practical land-use boundary separating employment centers from residential, retail, and agricultural areas.

The proposed rezoning would extend industrial use east of this established boundary into an area that has consistently developed in a residential and agricultural pattern. Approval would therefore represent not an incremental adjustment, but a fundamental restructuring of the City's land-use organization.

4. Incompatibility with Emerging Residential Character

The immediate vicinity of the subject property has transitioned to a residential section of the city, as evidenced by 3 recent subdivision developments. The introduction of a 185-acre industrial campus into this environment creates inherent and unavoidable land-use conflicts, including but not limited to truck traffic, shift operations, lighting impacts, noise, and building massing.

Such conflicts cannot be fully mitigated through buffering or screening when industrial uses are directly adjacent to residential development. Approval would therefore create a permanent and structural incompatibility inconsistent with sound planning practice.

5. Permanent Loss of Agricultural and Open-Space Character

The subject property constitutes one of the last remaining significant agricultural parcels east of Moorland Road. Its conversion to industrial use would permanently eliminate this land use and alter the remaining rural character of this portion of the City.

The City's planning identity—often expressed as "City living with a touch of country"—is directly tied to the continued existence of such transitional landscapes. Their removal in favor of industrial development represents a permanent and irreversible change in community character.

6. Severe Topographic and Visual Impacts

The site's elevated topography makes it uniquely sensitive to large-scale development. A manufacturing campus of the scale proposed will require extensive grading, including cut-and-fill operations, recontouring of the hillside, and likely the construction of retaining structures.

These alterations will permanently modify the natural landform and create long-term visual impacts visible from surrounding residential areas and public roadways. Local precedent, including the grading associated with the nearby Costco development, demonstrates the magnitude of alteration that can result from similar earthwork activity on comparable terrain. The scale of the present proposal indicates impacts of much greater intensity.

7. Absence of Demonstrated Planning Necessity

The applicant has not demonstrated that the subject property is uniquely suited for industrial use such that deviation from the Comprehensive Plan and established land-use pattern is necessary. Without such a showing, approval would constitute a discretionary departure from adopted policy rather than a justified planning determination.

Conclusion

For the foregoing reasons, the proposed rezoning is inconsistent with the City's Comprehensive Plan, incompatible with surrounding residential development, contrary to established land-use patterns centered on Moorland Road, and will result in the permanent loss of agricultural land and significant alteration of a prominent natural landscape.

Approval under these circumstances would be arbitrary, unsupported by sound planning principles, and detrimental to the long-term orderly development of the City of New Berlin.

Accordingly, I respectfully request that the Planning Commission and Common Council deny the requested rezoning.

Alexander Michaelis
amichaelis2539@gmail.com
(608) 320-8170

From: Kessler, Greg
To: Jones, Nikki; Hogan, Kristen
Subject: FW: Formal opposition to the requested Rockwell rezoning
Date: Tuesday, June 16, 2026 12:13:48 PM

From: Angela and Ted Kirkpatrick <angiandted@gmail.com>
Sent: Tuesday, June 16, 2026 11:58 AM
To: Kessler, Greg <gkessler@newberlinwi.gov>
Subject: Formal opposition to the requested Rockwell rezoning

You don't often get email from angiandted@gmail.com. Learn why this is important

Greetings,

I am writing to express my strong opposition to the proposed Rockwell Automation development.
We selected New Berlin to build our home and join this well-planned community because of the balance between nature, farms, residential homes, and industrial spaces. The proposed rezoning would diminish the natural, agricultural, and residential character that currently makes this area an attractive place to live.

The need to amend the Comprehensive Plan and rezone the property suggests that this development is inconsistent with the vision previously established for this area. Residents who invest in New Berlin should be able to rely on the City's long-term planning decisions.

My concerns are that it will change the character of the area and the quality of life for New Berlin residents, especially on the already busy roads around the existing houses. The project will generate ongoing truck and employee traffic that will affect nearby intersections, increase congestion, and create safety concerns for residents who use these roads daily.

The area's proximity to existing homes is one of the reasons it is not currently zoned for industrial use, and it should remain that way. Given the pressing need for residential options in Waukesha County, the city would benefit more from utilizing this area for houses or apartments. Industrial facilities like Rockwell should be limited to areas already zoned for industrial use. Additional housing is more compatible with this area than the construction of one of the largest facilities in the city.

Given Rockwell Automation's size and financial resources, residents deserve a clear explanation of why public incentives are necessary for this development, and they deserve a strong justification for the project. According to the TIF application, the project may be delayed, reduced in scope, or relocated elsewhere without TIF assistance. Public funds should not be used to force industrial growth into an incompatible residential area.

I am not against industry or building new buildings, but such developments should be done in areas zoned accordingly, maintaining consistency with the well-thought-out and vetted comprehensive plan of New Berlin.

Please include my comments with the official July 15 case/record.

Thank you for the work you do and for preserving what makes New Berlin special.

Sincerely,

Angela Kirkpatrick
5917 S. Theofila Court
New Berlin, WI

From: Kessler, Greg
To: Ann Dan Olstinske
Cc: Jones, Nikki; Hogan, Kristen
Subject: RE: Rockwell Automation concerns and petition
Date: Monday, June 15, 2026 11:05:33 AM
Attachments: image001.png

Dan:

TID #6 is being processed as a separate statutory application and therefore has a separate project page. The City has retained Ehlers & Associates to prepare the TID Project Plan as directed by the Common Council. Once materials are submitted and available for public release, they will be posted and considered through the public review process.

This is the same process the City follows for TID districts and other major development applications.

Regards,
Greg

From: Ann Dan Olstinske <olstinske@outlook.com>
Sent: Monday, June 15, 2026 9:11 AM
To: Kessler, Greg <gkessler@newberlinwi.gov>
Cc: Jones, Nikki <njones@newberlinwi.gov>; Hogan, Kristen <khogan@newberlinwi.gov>
Subject: Re: Rockwell Automation concerns and petition

> You don't often get email from olstinske@outlook.com. Learn why this is important

Thank you, Greg.

Is there a reason why TID #6 has not been linked to the Rockwell development page?
The website just says that details are forthcoming.

Thanks

Dan

From: Kessler, Greg <gkessler@newberlinwi.gov>
Sent: Monday, June 15, 2026 8:40 AM
To: Ann Dan Olstinske <olstinske@outlook.com>
Cc: Jones, Nikki <njones@newberlinwi.gov>; Hogan, Kristen <khogan@newberlinwi.gov>
Subject: RE: Rockwell Automation concerns and petition

Good Morning Dan:

Thank you for your email.

The petition was included in the June 1st Plan Commission public hearing materials and remains available as part of the public record for that meeting. The project webpage is intended to provide project information and official City and applicant materials and is not used to post advocacy materials submitted in support of or opposition to a proposal.

Any additional materials submitted for consideration will be handled through the normal review process and provided to the Plan Commission as appropriate.

Best Regards,
Greg

From: Ann Dan Olstinske <olstinske@outlook.com>
Sent: Friday, June 12, 2026 8:50 AM
To: Kessler, Greg <gkessler@newberlinwi.gov>
Subject: Re: Rockwell Automation concerns and petition

> You don't often get email from olstinske@outlook.com. Learn why this is important

Greg

I see that the petition we submitted opposing the Rockwell development was added to the New Berlin website for the June 1 meeting page, but it was never added to the Rockwell Development page.

Could you please include the petition PDF there as well?

As FYI, most of the residents in these new subdivisions neighboring the proposed development are very much against the location and scale of this development project.
Please consider these concerns that are highlighted in that petition as you consider rezoning.

We expect to provide additional petition signatures in the coming days.

Thank you

Dan Olstinske
6043 S Aster Ct
262-649-0973

From: Harenda II, Kenneth A <district4@newberlinwi.gov>
Sent: Wednesday, May 27, 2026 10:16 AM
To: Ann Dan Olstinske <olstinske@outlook.com>; Ament, Dave <dament@newberlinwi.gov>
Cc: Medina, Rubina <rmedina@newberlinwi.gov>; Kessler, Greg <gkessler@newberlinwi.gov>
Subject: Re: Rockwell Automation concerns and petition

Dan,

Any documentation should be submitted to the City Clerk's Office.

Ken Harenda
Alderman - District #4
Common Council President

From: Ann Dan Olstinske <olstinske@outlook.com>
Sent: Tuesday, May 26, 2026 4:44 PM
To: Ament, Dave <dament@newberlinwi.gov>; Harenda II, Kenneth A <district4@newberlinwi.gov>
Subject: Rockwell Automation concerns and petition

> You don't often get email from olstinske@outlook.com. Learn why this is important

Mayor Ament and Alderman Harenda

I wanted to express my concern about the Rockwell Automation development being proposed.
I appreciate responsible economic development, but I strongly feel this location is bad for New Berlin.

I have spoken to many homeowners in the neighboring subdivisions of Thomson Hollow, Red Fox Crossing and the new Theofila Estates.
Many have expressed concerns about the location and scope of this development and have signed the attached petition that expresses opposition to this massive 24/7 development and urges reconsideration of this location.
The specific concerns are highlighted in the petition.

Please share this email and petition info to other interested city representatives, so all are aware of these concerns.
If you could please let us know the best way for us to present the signatures of this petition for your visibility, we would appreciate that.
I plan to attend the public hearing on June 1 to express these concerns and learn more.

Below is a photo of the map Rockwell presented at the May 13 City Hall meeting. I added white text to indicate our subdivisions, New Berlin current and proposed sports fields, and Costco for size and placement reference:

Thank you,

Dan Olstinske
6043 S Aster Ct
262-649-0973

From: Kessler, Greg
To: Jones, Nikki; Hogan, Kristen
Subject: FW: Formal opposition to the requested Rockwell rezoning
Date: Friday, June 26, 2026 2:58:49 PM

-----Original Message-----
From: Ted Kirkpatrick <tkirk1999@yahoo.com>
Sent: Friday, June 26, 2026 12:47 PM
To: CitizenComments <citizencomments@newberlin.org>; Ament, Dave <dament@newberlinwi.gov>; Kessler, Greg <gkessler@newberlinwi.gov>; Harenda II, Kenneth A <district4@newberlinwi.gov>
Subject: Formal opposition to the requested Rockwell rezoning

[You don't often get email from tkirk1999@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To whom it may concern:
I am writing on behalf of my family as a future new resident in new Berlin, Wisconsin.
I purchased property on the east side of New Berlin to build a new home almost a year ago at considerable personal expense. My land purchase and future home build was made with the understanding that this residential area would remain intact as it currently exists. I am quite concerned that the industrial plant being proposed by Rockwell Automation will create a significant negative impact on my family's future home, quality of life and personal expenses. Additionally, the surrounding community has not been given proper information as to potential health risk for such a massive building project so close to established residential communities. The full extent of additional air, light and noise pollution needs to be carefully vetted as these can cause significant health issues. I have not seen any proper mitigation measures that will prevent a significant impact on the community.
This project, which is described as the largest Rockwell Automation will have, is going to be only 250 yards from our backyard. There are other suitable locations in New Berlin that could be considered for this construction that are not close to residential areas. Therefore, as a resident in the infected area, I stand opposed to the project as described and request significant revisions to the plan, preferably a complete relocation of this complex.

Thank you,
Edward Kirkpatrick
5917 S. Theofila Court
New Berlin, WI

From:	Kessler, Greg
To:	Jones, Nikki; Hogan, Kristen
Subject:	Fw: Subject: OFFICIAL OPPOSITION: July 15 Plan Commission – Rockwell Automation Proposal (Moorland & College)
Date:	Tuesday, June 2, 2026 3:47:57 PM

Get Outlook for iOS

From: Emily Feldmann <emilyfeldmann89@gmail.com>
Sent: Tuesday, June 2, 2026 3:42 PM
To: CitizenComments <citizencomments@newberlin.org>; Ament, Dave <dament@newberlinwi.gov>
Cc: Harenda II, Kenneth A <district4@newberlinwi.gov>; Kessler, Greg <gkessler@newberlinwi.gov>; Tom Feldmann <tomfeldmann83@gmail.com>
Subject: Subject: OFFICIAL OPPOSITION: July 15 Plan Commission – Rockwell Automation Proposal (Moorland & College)

You don't often get email from emilyfeldmann89@gmail.com. Learn why this is important

6.2.26_Letter from Tom and Emily Feldmann.docx

Dear Honorable Mayor, Members of the Plan Commission, and City Alderpersons,

We are writing to formally oppose the proposed Rockwell Automation manufacturing campus due to its direct and disproportionate impact on adjacent residential neighborhoods, incompatibility with the area's intended land use, and the significant long-term risks it creates for homeowners, property values, and community safety. This proposal represents a fundamental shift in how this area of New Berlin is planned and experienced.

Our names are Tom and Emily Feldmann, and along with our two children, we are residents of the newly built Theofila Estates subdivision located off Grange Avenue and Sunnyslope Road.

I am writing to formally submit our strong opposition to the proposed Rockwell Automation manufacturing campus scheduled for review on July 15, 2026. I (Emily) attended and spoke at the public hearing on June 1, and we are following up to ensure our concerns are fully documented in the official record.

We recently invested our life savings into building our home in this neighborhood. We chose

this area of New Berlin based on the city's planning vision and surrounding development patterns, which clearly signaled a quiet, residential, and nature-oriented environment—ideal for raising a young family. We work from home the majority of the time and intentionally chose a location where we could walk our children to Elmwood Elementary and be part of a safe, close-knit community.

If approved, this industrial complex would be located directly behind our home. A 24/7 manufacturing facility of this scale fundamentally alters the character of the area and directly contradicts the residential intent of the surrounding neighborhoods that have been built in recent years.

To illustrate proximity, we are including two images with this submission:

- In the first image, the blue dot represents our home location, immediately adjacent to the proposed development zone.
- In the second image, the red arrow indicates where the facility would be constructed relative to our property line.

While proposed traffic patterns prioritize Moorland Road, it is unrealistic to assume that truck traffic and commuter flow will be fully contained. Grange Avenue will inevitably see increased traffic, directly impacting safety for families and children in our neighborhood.

Beyond the immediate disruption, we have several long-term concerns:

- **Permanent zoning risk**: Once this land is rezoned for industrial and business park use, what safeguards exist to prevent future sale, repurposing, or expansion into uses that differ from what is currently proposed? This decision is irreversible from a community standpoint.

- **Imbalance of influence:** A corporation of this scale will always have significantly more resources than the residents who live here. If future changes occur, homeowners will have little to no ability to meaningfully push back. You are elected to serve your residents—this decision will demonstrate whether that responsibility is upheld.

- **Conflict with planned community growth**: This area was expected to continue developing as residential housing and community space, potentially including park land —not as a heavy industrial corridor. New Berlin has a clear need for additional housing. When we sold our previous home (also in New Berlin) in February, there were over 55 showings and 12 offers. Even our new build appraisal had extremely limited comparable sales due to constrained housing supply. This land presents an opportunity to strengthen the residential community.

- **Financial and personal impact**: We paid a premium for this lot and will be paying for it for decades. This was not the long-term vision communicated when we made this investment. The introduction of a massive industrial facility directly adjacent to our home materially affects both property value and quality of life.

- **Quality of life and environmental concerns**: From our home, we can currently hear children playing at the nearby school. This reflects the type of environment we intentionally chose. A manufacturing facility of this proximity and scale will introduce persistent industrial noise and activity that cannot be mitigated.

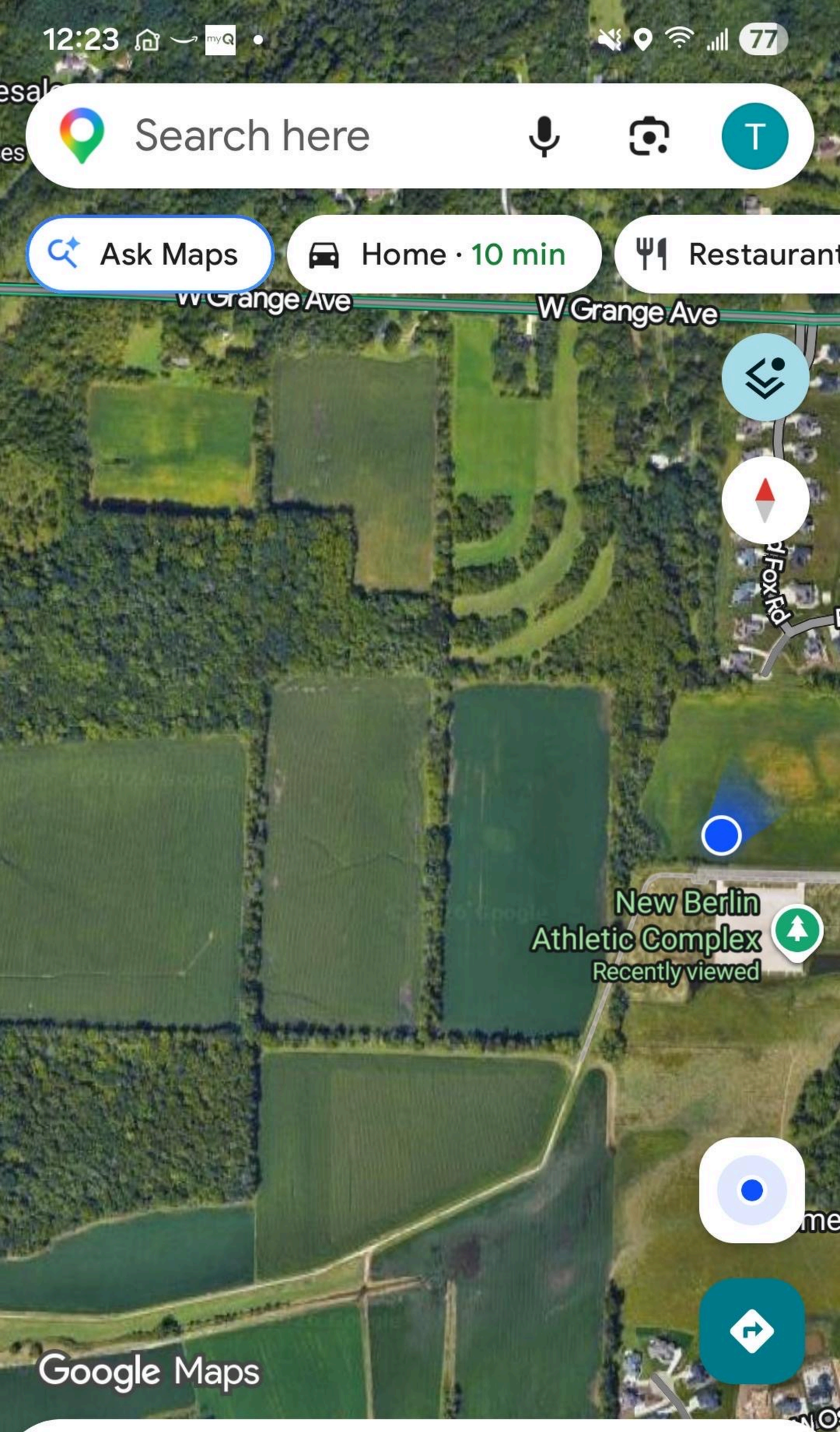
While we understand the city desires economic growth, it should not come at the expense of residential property values, local quality of life, and the safety of neighborhood children. The city's future land-use map should protect the families who chose to make New Berlin their home, rather than rezoning agricultural land into heavy business parks right against our property lines.

We respectfully and strongly urge the Plan Commission and City leadership to reject the requested zoning changes, Comprehensive Plan Amendment, and Planned-Unit Development overlay for this project in this location. There are more appropriate, isolated areas where a facility of this magnitude can exist without forcing it into a residential space and fundamentally disrupting the lives of nearby citizens.

Thank you for your time, your consideration, and your service to the residents of New Berlin.

Please ensure this letter and the attached images are formally included in the official case packet for the July 15 meeting.

Sincerely,
Tom and Emily Feldmann
Theofila Estates Residents, New Berlin
5776 S. Theofila Ct.
262-327-2230



New Berlin

69°
29 AQI

Explore
You
Contribute

June 29, 2026

Mayor and Common Council

Plan Commission

City of New Berlin

3805 S. Casper Drive

New Berlin, WI 53151

RE: Rockwell Automation / SunCap Property Group — Comprehensive Plan Amendment, Rezoning to M-3 with PUD Overlay, and Land Division (S. Moorland Road between W. Grange and W. College Avenues); Plan Commission action anticipated July 15, 2026; Common Council action anticipated July 28, 2026

Dear Mayor, Members of the Common Council, and Plan Commissioners:

We are the undersigned owners and residents of homes immediately adjacent to, and in close proximity to, the approximately 320 acres proposed for redesignation and rezoning to accommodate the Rockwell Automation manufacturing campus. We submit this letter for inclusion in the official record of both the Plan Commission and Common Council proceedings, and we respectfully request written responses to the items below before final action is taken.

I. Primary Position: The Comprehensive Plan Amendment Should Be Denied

Our primary request is that the City deny the proposed Comprehensive Plan Amendment and associated rezoning. The City's adopted Comprehensive Plan designates a portion of this land as Urban Residential, and many of us purchased our homes — in several cases investing our life savings in newly built houses — in direct reliance on that adopted plan. Converting land the City promised would develop residentially into a round-the-clock industrial campus of up to roughly 2 million square feet is a fundamental change in the character of this area, not a refinement of it. The burden of justifying that change rests with the applicant and with the City, and we do not believe it has been met. A decision of this magnitude, made over the documented objection of the surrounding subdivisions, would also set a precedent that no adopted land-use designation in New Berlin can be relied upon by residents making the largest financial decisions of their lives.

II. In the Alternative: Binding Conditions Must Be Written into the PUD Ordinance

If the City nevertheless proceeds, the proposed Planned Unit Development (PUD) Overlay gives the City both the authority and the obligation to attach specific, measurable, enforceable conditions that run with the land and bind all successors in interest. Representations made in neighborhood meetings, press materials, and hearing testimony are not enforceable; conditions written into the PUD ordinance, General Development Plan, and a recorded development agreement are. We therefore request that each item below be incorporated as a formal condition of approval. We note that Rockwell has already publicly committed to several of these measures — including directing truck traffic to Moorland Road, minimizing overnight truck activity, and constructing a sound barrier. We ask only that the City convert the applicant's own stated commitments, and the additional measures below, into binding terms.

1. Setbacks, Transition Standards, and Physical Buffers

- Base standard (all edges): a minimum 300-foot setback for all buildings, and a minimum 500-foot setback for all loading docks, truck courts, outdoor equipment, and outdoor operational areas, measured from any residential property line, with these distances stated numerically in the PUD ordinance.
- Park-edge buffer (200 feet): no buildings or parking areas within 200 feet of the common boundary with the City's future community park parcels (including Tax Key #1289.997.001). This 200-foot strip should be reserved exclusively for the preserved tree line, berm, landscaping, and passive buffer functions, and shown as such on the recorded General Development Plan.
- Tree preservation: the existing tree line along the park boundary must be retained and protected by a tree preservation easement or equivalent recorded restriction — the same mechanism the City applied to the western tree line of the adjacent Theofila Estates subdivision — with protective fencing during construction and a replacement obligation for any trees lost.
- Eastern berm placement: the landscaped berm along the eastern edge shall be constructed within the 200-foot park-edge buffer, located behind (west of) the preserved tree line, with grading and fill kept outside the critical root zones of the preserved trees.
- Eastern transition zone: because the eastern boundary of the PUD adjoins the City's future community park (P-2) and the established single-family neighborhoods east of Sunny Slope Road, the PUD should designate a transition zone extending 800 feet west from the eastern PUD boundary (inclusive of the 200-foot park-edge buffer above) in which buildings are limited to office, parking, stormwater, and landscape uses with a maximum height of 45 feet, and in which no loading docks, truck courts, outdoor storage, or outdoor operational areas may be located. No dock or outdoor operational area anywhere on the site should be oriented toward the eastern boundary.
- Dock and operations orientation: consistent with the applicant's own Phase I site plan, all loading and truck-court activity should be oriented westward toward Moorland Road or internally within the campus, codified in the General Development Plan so the same orientation governs all future phases, including the area identified for future development in the northeast portion of the site.
- A continuous landscaped berm of at least 8 to 10 feet in height along the entire residential and park edge (with the eastern segment located within the park-edge buffer as described above), planted with evergreen and canopy trees of at least 6 to 8 feet in height at installation (not starter plantings), with a recorded perpetual maintenance and replacement obligation.
- Completion of all berms, barriers, and buffer plantings before issuance of the first occupancy permit, not deferred to later phases.

2. Permanent Green Space and Community Buffer

- On the City's parcels: we acknowledge that City-owned land in Section 35 (including Tax Key #1289.997.001) is planned as the future community park and lies outside this application. However, a planned park is not a guaranteed park. If the City relies on this parkland as the buffer justifying approval, the City should make that buffer as legally certain as the development it buffers: formal dedication of the parcel as parkland, a recorded

restriction or its equivalent, retention of P-2 zoning, and a committed timeline and capital funding for park construction, adopted concurrently with any approval of this project.

- Park-facing edge treatment: because the campus abuts the City's newest parkland, the PUD should require landscape treatment, trail connections, and pedestrian-compatible design along the park edge — not chain-link security fencing — recognizing that a community park is itself a sensitive receptor for noise and light.
- Public-facing treatment of the wooded and wetland areas so the campus edge functions as a community amenity rather than a fenced perimeter, consistent with suggestions already raised by New Berlin residents and officials.

3. Use Restrictions Binding on Future Owners

- PUD language limiting permitted uses to the advanced manufacturing, office, and warehouse uses described in the application, with warehouse and distribution functions permitted only as ancillary to manufacturing conducted on the campus, regardless of whether operated by the owner or a contractor. Stand-alone distribution, fulfillment, parcel-sortation, or truck-terminal uses, and outdoor storage yards, are prohibited, and truck-trip generation materially exceeding the levels analyzed in the approved traffic impact analysis shall require a PUD amendment.
- A requirement that each future phase, expansion, or material change of use requires a formal PUD amendment with notice to adjacent owners and a new public hearing — the first 810,000-square-foot building must not pre-authorize the full multi-phase buildout.
- Confirmation in writing that all conditions run with the land and bind any purchaser or assignee, including through a recorded development agreement.

4. Enforceable Traffic Controls

- A PUD condition requiring all truck access via Moorland Road and prohibiting truck ingress/egress on Grange Avenue and residential corridors, implemented through site design, signage, and posted truck-route restrictions enforceable by citation.
- A traffic impact analysis prepared to Institute of Transportation Engineers (ITE) standards covering all phases, with all required intersection, signal, and roadway improvements funded by the developer.
- A post-occupancy traffic compliance review at 12 months, with corrective measures required if truck diversion onto residential streets is documented.

5. Noise Performance Standards for 24/7 Operations

- Numeric limits at the compliance boundary: noise from the facility shall not exceed 55 dBA daytime (7 a.m.–7 p.m.) and 45 dBA nighttime, measured as a one-hour equivalent level (Leq) at the PUD boundary wherever it adjoins the City park parcels or residentially zoned land, and at any residential property line, whichever location is more restrictive. Measuring at the PUD boundary protects park users and ensures clear attribution of the noise source.
- Ambient-relative cap: in addition to the fixed limits, facility noise shall not exceed the pre-construction background ambient level by more than 5 dBA at any residential property line, so that approval does not legalize a material increase over existing conditions in the quieter residential areas east of the park.

- Low-frequency and tonal noise: because low-frequency sound from industrial HVAC, fans, and compressors travels long distances and penetrates homes, the PUD should include a parallel C-weighted limit (or a cap on the dBC-minus-dBA differential of no more than 20 dB) at the same compliance locations, and a 5 dBA penalty applied to tonal or impulsive noise.
- Maximum event levels: a nighttime Lmax cap (we suggest 60 dBA at the compliance boundary) so that intermittent events such as dock door operations and truck coupling are limited, not merely averaged away within an hourly figure.
- A baseline (pre-construction) acoustic study documenting existing ambient levels, and a post-occupancy compliance study, both by a qualified consultant at the developer's expense and filed with the City; plus a complaint-response protocol requiring measurement at the complainant's property within a defined number of days.
- Operational restrictions: outdoor loading, trash compaction, and exterior equipment operation along the residential and park edges shall be limited to daytime hours; and all yard tractors, material-handling equipment, and service vehicles owned, leased, or contracted for regular on-site operation shall be equipped with broadband reverse alarms or equivalent camera-based systems where permitted by safety regulations.
- Source barriers and rooftop equipment: the sound barrier the applicant has already publicly described shall be incorporated as a binding, dimensioned element of the General Development Plan, located near the facility and its dock areas where barriers are most effective, and shall complement (not be replaced by) the eastern berm; rooftop mechanical equipment shall be screened or acoustically attenuated as necessary to meet the limits above at the compliance boundaries.

6. Lighting Standards Consistent with National Best Practice

- Light trespass: maximum 0.1 footcandle (measured approximately 5 feet above grade) at Rockwell's property line wherever it adjoins the City park parcels or faces residentially zoned land, consistent with the IES/DarkSky Model Lighting Ordinance, demonstrated in a photometric plan approved before building permits and verified by field measurement after installation.
- Source controls against sky glow: all exterior fixtures rated U0 (zero uplight) under the IES BUG rating system; no upward-directed architectural, facade, or signage lighting; maximum correlated color temperature of 3000K; and a site-wide lumen budget consistent with the Model Lighting Ordinance allowances for the applicable lighting zone, so that the total light output of the campus — not merely its spill — is capped. We emphasize that property-line trespass limits alone do not prevent the collective sky glow of a campus of this size, which affects every resident of Section 35 and the future community park regardless of distance.
- Curfew controls: automatic dimming of parking and non-operational area lighting by at least 50 percent outside active operating periods, with motion-responsive lighting in low-use areas, so that only areas in active use are fully illuminated overnight.
- Reduced pole heights within the eastern transition zone and within a defined distance of any residential boundary, so fixtures near the park and residential edges are low and unobtrusive.

7. Construction-Phase and Environmental Protections

- A construction management plan limiting construction to weekday daytime hours, designating haul routes away from residential streets, and addressing dust, mud, and vibration control.
- Stormwater management designed so that adjacent residential properties experience no increase in runoff volume or rate, and full compliance with Wisconsin DNR wetland and waterway permitting for the site's wetland areas, documented in the record.

8. Ongoing Accountability

- A standing community liaison committee including representatives of the adjacent subdivisions, meeting at least quarterly through construction and the first two years of operations.
- A published complaint hotline with defined response timelines, and an annual compliance report to the Plan Commission covering noise, lighting, and traffic conditions.
- A Good Neighbor Agreement between Rockwell Automation and the adjacent neighborhood associations — a contractual instrument widely used nationally for large facilities adjoining residential areas — memorializing these commitments in a form residents can enforce directly.

III. Requests Regarding Process and the Record

We respectfully request that: (1) this letter and all attachments be entered into the official record for both the Plan Commission and Common Council proceedings; (2) City staff provide written responses identifying, for each item above, the applicable existing standard and whether the requested condition will be imposed; (3) any conditions of approval be provided to the public in written form before the Common Council vote; and (4) if material changes are made to the proposal, the public hearing process be repeated as contemplated by Wisconsin planning practice.

We recognize the City is weighing significant economic development against community impact, and we do not take that balance lightly. But the homes affected here are not abstractions — they are immediately adjacent, newly built, and were purchased in reliance on the City's own adopted plan. If this project proceeds in any form, the conditions above represent the minimum necessary to make Rockwell Automation the good neighbor it has publicly pledged to be.

Respectfully submitted,

Pierre and Ewelina Gilles — 5743 S Theofila Ct, New Berlin, WI

Emily and Tom Feldmann — 5776 S Theofila Ct, New Berlin, WI

Ted and Angela Kirkpatrick — 5917 S. Theofila Court, New Berlin, WI

George and Amy Karioris — 5737 S Theofila Ct, New Berlin, WI

Nicholas and Rachel Janusz — 5773 S Theofila Ct, New Berlin, WI

Praveen Robert and Sophia Anthoni — 14243 W Norbert Court, New Berlin, WI

Ben and Calli Schroeter — 5758 S Theofila Ct, New Berlin, WI

July 13, 2026

City of New Berlin – Department of Community Development (DCD)

SUBJ: Rockwell Automation Development Opposition

Attached is our petition with additional signatures expressing concern and opposition to the Rockwell Automation development being proposed.

Please post this updated list on the July 15 Planning Commission Public Comments section.

We all appreciate responsible economic development, but strongly feel that this location for the Rockwell complex is incompatible with surrounding residential development.

Many homeowners in the neighboring subdivisions of Thomson Hollow, Red Fox Crossing and the new Theofila Estates have concerns regarding the location and scale of this proposed large-scale industrial/manufacturing development and have signed the attached petition expressing opposition and requesting reconsideration of this location.

The petition outlines concerns regarding the potential impacts to nearby residential neighborhoods, wetlands, athletic fields and the surrounding community. The proposed construction and operation of the one million square foot facility, potential 24/7 operations, truck loading docks, semi-truck traffic, lighting, rooftop mechanical equipment, and associated noise and exhaust raise significant concerns regarding neighborhood compatibility, environmental impact and quality of life.

The attached petition contains signatures from more than 90 homeowners/residents, representing most of the households contacted within the three subdivisions since the project scope was presented at the May 13 meeting at City Hall.

Attached is a photo of the map Rockwell presented at the May 13 City Hall meeting with added white text to indicate our subdivisions, existing and proposed New Berlin athletic fields, and Costco for size and placement reference:

Thank you for your understanding and consideration.

Dan Olstinske
6043 S Aster Ct
New Berlin, WI 53151
262-649-0973

SCHEMATIC SITE PLAN
COSTCO
FUTURE DEVELOPMENT
RED FOX CROSSING
THEOFILA ESTATES
PRIVATE ROAD
LIGHT INDUSTRIAL USE
LIGHT INDUSTRIAL USE
OFFICE
NEW BERLIN ATHLETIC COMPLEX
MAIN ENTRANCE
WETLANDS
FLOODPLAIN
PUBLIC ROAD
THOMSON HOLLOW
HGA
PINNACLE ENGINEERING GROUP
SunCap
PROPERTY GROUP

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Matt Barcus 6212 S Thomson Hollow Ct New Berlin WI 53151

5/27/26

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Jason Johnston 14309 W Old Farm Rd New Berlin WI

BECKY JOHNSTON 14309 W. OLD FARM RD, NEW BERLIN, WI

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Manish Upadhyay. 14200 W Osprey Way. New Berlin

5/19/2026

May 29, 2026

City of New Berlin – Department of Community Development (DCD)

SUBJ: Rockwell Automation Development Opposition

Attached is our petition with signatures expressing concern and opposition to the Rockwell Automation development being proposed.

We all appreciate responsible economic development, but strongly feel that this location for the Rockwell complex is incompatible with surrounding residential development.

Many homeowners in the neighboring subdivisions of Thomson Hollow, Red Fox Crossing and the new Theofila Estates have concerns regarding the location and scale of this proposed large-scale industrial/manufacturing development and have signed the attached petition expressing opposition and requesting reconsideration of this location.

The petition outlines concerns regarding the potential impacts to nearby residential neighborhoods, wetlands, athletic fields and the surrounding community. The proposed construction and operation of the one million square foot facility, potential 24/7 operations, truck loading docks, semi-truck traffic, lighting, rooftop mechanical equipment, and associated noise and exhaust raise significant concerns regarding neighborhood compatibility, environmental impact and quality of life.

The attached petition contains signatures from 90 homeowners/residents, representing nearly 80 percent of the households contacted within the three subdivisions since the project scope was presented at the May 13 meeting at City Hall.

Attached is a photo of the map Rockwell presented at the May 13 City Hall meeting with added white text to indicate our subdivisions, existing and proposed New Berlin athletic fields, and Costco for size and placement reference:

Thank you for your understanding and consideration.

Dan Olstinske
6043 S Aster Ct
New Berlin, WI 53151
262-649-0973

COSTCO
FUTURE DEVELOPMENT
WETLANDS
FLOODPLAIN
PRIVATE ROAD
POINT O
TRUCK DOCKS
TRAILER STALLS
LIGHT INDUSTRIAL USE
OFFICE
CAR PARKING
RED FOX CROSSING
THEOFILA ESTATES
NEW BERLIN ATHLETIC COMPLEX
THOMSON HOLLOW
PUBLIC ROAD
HGA
PINNACLE ENGINEERING GROUP
SunCap PROPERTY GROUP

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

• Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

• Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

• A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

• Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

• Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

• Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

• Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

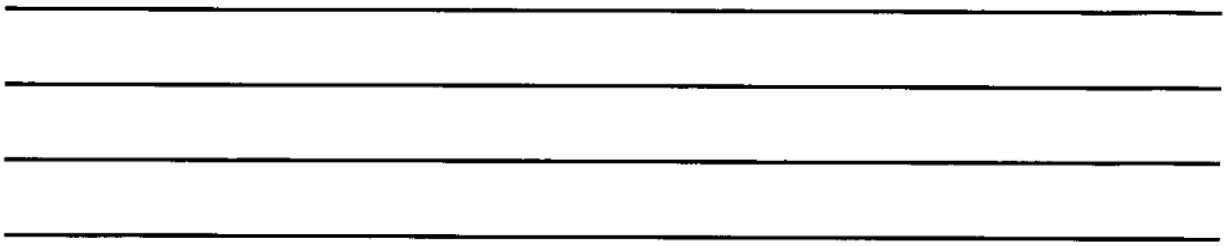
1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date



Name | Address | Signature | Date

Dan Olstinske 6043 S Aster Ct 5-16-26

ANN Olstinske 6043 S. Aster Ct 5-16-26

Deborah A Hannon 6084 S Pennycress Ct NB 5.16.26

THOMAS M. GRAVON " " 5-16-26

Nicole Wickman 14307 W. Old Farm Rd 5/16/26

MARIO WICKMAN " " 5/16/26

Christine Zielinski 6117 S. Grouse Hollow Ct. 5/16/2026

6117 S GROUSE HOLLOW CT 5/16/2026

James A Gardetto 6157 S Grouse Hollow Ct 5/16/2026

John Gardetto 6157 S. Grouse Hollow Ct. 5/16/2026

Matt Risic 6071 S. Aster Ct 5/16/2026

Laura Risic 6071 S. Aster Ct. Laura Risic 5-16-26

Harbir Singh 5597 S. RED FOX RD, NEW BERLIN 5-16-26

[illegible] 5581 S. Red Fox Rd. New Berlin 5/16/26

Andrew Peters 5592 S. Red Fox Rd, New Berlin, 5/16/26

Ranjan Dash 5614 S. Red Fox Rd, New Berlin, 5/16/26

Tom Feldmann 5776 S Theofila Ct. New Berlin WI 53151 5/16/26

Emily Feldmann 5776 S. Theofila Ct. New Berlin WI 53151 5/16/26

Heather Butler 6067 S Aster Ct New Berlin, WI 53151

Name | Address | Signature | Date

Kevin Butler, 6067 S. Aster Ct. New Berlin, WI 5/16/26

DAN WEBER 13990 W. BROOK HOLLOW CT 5/19/26

Sue Weber 13990 W. Brook Hollow Ct 5/19/26

Ben Schroeter 5758 S theofila ct 5/19/26

Calli Schroeter 5758 S theofila ct 5/19/26

Pierre Gilles 5743 S TheoFila Ct 5/19/26

Evelina Gilles 5743 S Theofila Ct 5/19/26 E Gilles

[illegible] McDonald 5617 S Red Fox Rd 5/19/26

Joanne Michalski 5539 S. Red Fox Rd. 5/19/26

[illegible] 5584 S Fox Tail Ct 5/19/26

Ryan Gmininger 5552 S Fox Tail Ct 5/19/2026

Jason West 5544 S. Fox Tail Ct 5/19/2026

Amy Brieske 5622 S. Foxtail Court 5/19/26

Ben Wang 5672 S Foxtail Ct 5/19/26

Suyana Staid 6073 S. Aster Ct 5-21-26

Egon Staid 6073 ASTER CT 5-21-26

Sophie Nasrolla 5656 S Red Fox Rd 5-21-26

Michael Hoffman 6220 S Delora Ct 5-21-26

Jenica Barcus 6212 S Thomson Hollow Ct 5-21-26

Name | Address | Signature | Date

14147 W. Osprey Way 5/22/26

Abby Orshinske / 6093 S Aster Ct / 5/22/26 /

Michelle Trampe 6209 S. Thomson Hollow Ct. 53151

Name | Address | Signature | Date

Valerie + Buss 14144 W Osprey Way 5.16.26

Jack Buss 14144 W Osprey Way 5.17.26

Terry Buss 14144 W OSPREY WAY, NEW BERLIN 5/17/26

Patty Kittson 6101 S. Primrose Ct. New Berlin, WI 5-18/26

Nathan & KRISTINA Tritt 14176 W. OSPREY WAY New Berlin, 5/18/26

Carrie + Erik Daniels 14074 W. Old Farm Rd New Berlin, WI 53151 5/18/26

Aaron & Jill Weidenbaum - 6202 S. Thomson Hollow Ct 5/18/26

Kristine & Trevin Bane 14144 W Old Farm Rd. New Berlin WI 53151 5/18/26

Tim & Jeanne Tanty 14182 W. Old Farm Rd. New Berlin, 53151 5/18

Jason & Ashley Schafer 6092 S Pennycress Ct New Berlin WI 53150

April + Terrance Schulte 13950 W Brookfield Ct. New Berlin WI 53151

Sarah Kawczynski 5653 S. Red Fox Rd New Berlin WI

KELSEY UNRATH 5678 S. FOX TAIL COURT, NEW BERLIN, WI 53151

RAY Herschleb 6132 S. Primrose Ct. New Berlin, WI 53151

Amy Budziszewski 6152 S Grouse Hollow Ct New Berlin WI 53151

ALEXANDER MICHAELIS 14320 W OSPREY WAY, NEW BERLIN, WI 53151

DENNIS KIPSKI 14247 W. OLD FARM RD NEW BERLIN 53151

Sarah Hellmann 6229 S. Thomson Hollow Ct. New Berlin, WI 53151

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Dan Anderson 6050 S. Aster Ct Dan Anderson 5/20/26

Michele Anderson 6050 S Aster Ct Michele Anderson 5/20/26

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Rajesh Gupta / 6163 S Grasse Hollow Ct / [signature] / 5/17/2026

Page 2/2

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

DANIEL J. MARUSZEWSKI 5627 S. RED FOX RD.

Daniel J. Maruszewski 5-22-26

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

• Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

• Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

• A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

• Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

• Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

• Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

• Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Wei Fan Chen, 14224 W Old Farm Rd, New Berlin, WI 53151

Wei Fan Chen May 19, 2026

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Todd Liefer 14361 W. Old Farm Rd, New Berlin Todd Liefer 5-18-26

Kelly Liefer 14361 W. Old Farm Rd, New Berlin Kelly Liefer 5/18/26

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Gerald + Rebecca Frei

5530.5 Red Fox Rd New Berlin 53151

5-19-26 5-19-26

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Michael Von Rueden. 5542 RED FOX RD. NEW BERLIN, WIS. 53151 Michael Von Rueden 5/15/26

Yvette Von Rueden 5542 Red Fox Road New Berlin, WI 53151 5/15/26

Yvette Von Rueden

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Jackie Bulkowski 6061 S Aster Ct New Berlin WI 53151 5/19/26

Chad Bulkowski 6061 S Aster Ct. New Berlin 5/19/26

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Rajesh Gupta | 6163 S Grease Hollow Ct | [signature] | 5/17/2026

Page 2/2

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

BRENT L BRISTOL 6085 S. PENNYCRESS CT, May 19, 2026

Lara R Bristol, 6085 S Pennycress Ct, May 19, 2026

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

- Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

- Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

- A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

- Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

- Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

- Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

- Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Stephen Maier 6211 S. Delora Ct. New Berlin WI 53151 5-26-2026

Jennifer M Maier 6211 S. Delora Ct 5-26-26

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Takushi Kohmoto, 14358 W Osprey Way, New Berlin, WI 53151 5/28/2026

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Rajesh Gupta | 6163 S Grease Hollow Ct | [signature] | 5/17/2026

Page 2/3

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

• Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

• Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

• A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

• Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

• Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic

• Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

• Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

PETITION OPPOSING PROPOSED ROCKWELL AUTOMATION INDUSTRIAL / MANUFACTURING DEVELOPMENT NEAR THOMSON HOLLOW, THEOFILA ESTATES AND RED FOX CROSSING SUBDIVISIONS

To: The Mayor, Common Council, Plan Commission, Zoning Officials, and City Representatives of New Berlin

We, the undersigned residents and homeowners of Thomson Hollow, Theofila Estates and Red Fox Crossing subdivisions and surrounding neighborhoods, respectfully express our strong opposition to the proposed industrial/manufacturing development planned adjacent to our residential community.

Our neighborhood was developed and purchased as a quiet residential area intended for families, long-term homeownership, recreation, and preservation of community character. The proposed industrial development is incompatible with the surrounding residential environment and raises substantial concerns regarding safety, environmental impacts, traffic, aesthetics, and quality of life.

Residents are particularly concerned about the following aspects of the proposed development:

• Potential 24-hour, 7-day-per-week industrial operations creating continuous noise, lighting, traffic, and disruption to nearby homes

• Unknown future manufacturing processes, materials, emissions, odors, and operational activities that may affect nearby residents and environmental quality

• A proposed development reportedly approaching approximately one million square feet of manufacturing and industrial space, with additional future phase expansion potential that could further intensify industrial activity adjacent to residential neighborhoods

• Large industrial buildings reportedly reaching approximately 45 feet in height, including visible rooftop mechanical equipment, HVAC systems, ventilation units, and industrial infrastructure that would permanently alter the residential landscape and views

• Significant noise pollution from rooftop equipment, industrial operations, loading activities, backup alarms, refrigeration systems, and truck traffic.

• Extensive light pollution from overnight operations, parking lot lighting, security lighting, loading dock illumination, and facility operations negatively impacting nearby homes and residential enjoyment

• Numerous semi-truck loading docks, including approximately 16 loading dock positions, trailer staging areas, and truck circulation routes creating excessive commercial traffic and industrial activity near homes

• Concerns regarding idling semi-trucks, diesel exhaust, vibration, noise, and increased roadway wear and safety risks

• Proposed parking capacity reportedly approaching 700 parking spaces, indicating an extremely large-scale industrial operation inconsistent with the character and intent of the surrounding residential area

• The proposed development directly bordering wetlands and environmentally sensitive areas, raising concerns regarding stormwater runoff, habitat disruption, drainage impacts, flooding risks, and long-term environmental degradation

• Industrial facilities directly bordering newly constructed residential subdivisions, homes, and family-oriented community areas

• Proximity to nearby residential amenities including existing and proposed athletic fields, recreational spaces, walking areas, and the nearby Elmwood Elementary School, raising additional concerns regarding traffic, safety, noise, and environmental exposure affecting children and families

• Potential negative impacts on property values, neighborhood desirability, and future residential development

• Increased traffic congestion and safety concerns for pedestrians, children, bicyclists, school transportation, and local residents

We respectfully request that the City of New Berlin:

1. Deny approval of the proposed industrial/manufacturing development in its current location; and/or

2. Require relocation of this project, and like projects, to an area properly designated and buffered for heavy industrial use away from residential neighborhoods, schools, parks, athletic facilities, and wetlands.

We urge city leaders to protect the residential character, environmental integrity, safety, beauty, recreational resources, and long-term quality of life of our community by rejecting incompatible industrial development adjacent to established neighborhoods.

Respectfully submitted,

Name | Address | Signature | Date

Justin and Amy Bohler

6095 S. Pennycress Ct New Berlin, WI

5/22/26

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / 1-Lot Certified Survey Map**
LOCATION:	**15393 W. Grange Avenue (Tax Key #: 1290.998)** **Tax Key #: 1290.998.002** **Tax Key #: 1290.998.003** **15301 W. Grange Avenue (Tax Key #: 1290.998.001)** **14811 W. Grange Avenue (Tax Key #: 1290.999)** **14655 W. Grange Avenue (Tax Key #: 1289.995)**
REQUEST:	**Approval of a 1-Lot Certified Survey Map**

REVIEW SCHEDULE:		
	CSM Received:	**4/6/2026**
	Completeness Determination:	**4/8/2026**
	90-day time limit expires:	**7/7/2026**
	50-day extension expires:	**8/26/2026**
	Final Common Council Action:	**7/28/2026**

D.R.C. RECOMMENDATION: **Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at the addresses/tax key #'s presented above and subject to the application, plans on file and the following conditions:**

PLANNING

1. **Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.**
2. **A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.**
3. **The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.**
4. **Applicants and/or property owners shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.**
5. **City Engineer to review final lot layout and ensure proper dedication of any right-of-way based on the construction plans.**

ENGINEERING

6. **The CSM will need to show proposed easements for public utilities and trail / sidewalk easements. The locations of these have not been identified yet. The following notes shall be placed on the CSM:**
    a. **The proposed road (Wood's Edge Road, located on the east side of Moorland Road)**

along the south property line is within the 25' dedicated utility easement. Applicant and adjacent property owners shall coordinate to dedicate a new location for the trail to extend to the western property line. Proposed road cross section shall include a sidepath (on road and off road).

b. **The City will require proof of easement (for utilities) for the driveway if the full road is not installed at this time.**

c. **The City will require the developer to prepare a CSM(s) with dedication of the full right-of-way for all parcels adjacent to CTY O (Moorland Road) and along the proposed road (Wood's Edge Road, located on the east side of Moorland Road).**

d. **Provide a cul-de-sac (or roundabout) on the proposed road within the public right-of-way which will abut the private entrance to Rockwell, per Section 235-23F of the Subdivision Code, Stub streets.**

7. **Traversable access will need to be maintained over the sanitary sewer main to the south or the plan should show abandoning this main and adding a new main to the east. Connection to the south would be a lateral. The pond is currently shown in this location.**

SEWER UTILITY

8. **Sanitary should flow to the east and connect in the same area as watermain option 1(5) on the utility proposal. Proposed sanitary connection (4) is too close to the retention pond.**

WATER UTILITY

9. **Dual connection is necessary. Recommend northern connection point 1 at existing 12" main and connection point 5 (option 1) listed on the preliminary utility proposal. Fire should also review to determine hydrant need around the facility.**

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of July 15, 2026

Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc.
1-Lot Certified Survey Map
Address: See list in Executive Summary

DATE STAFF REPORT PREPARED: May 13, 2026

APPLICANT / OWNER(S): Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / Owners:

- 15393 W. Grange Avenue (Tax Key #: 1290.998) [E. James Rausch, Marie A. Rausch A. May – 2 Acres]
- Tax Key #: 1290.998.002 [E. James Rausch – 10.11 Acres]
- Tax Key #: 1290.998.003 [E. James Rausch, Marie A. Rausch, Marie Rausch A. May – 7.92 Acres]
- 15301 W. Grange Avenue (Tax Key #: 1290.998.001) [E. James Rausch – 20.34 Acres]
- 14811 W. Grange Avenue (Tax Key #: 1290.999) [Loomis Farm, LLC – 80.22 Acres]
- 14655 W. Grange Avenue (Tax Key #: 1289.995) [Maureen E. Bosch Revocable Trust - 39.83 Acres]

REQUEST / DESCRIPTION OF PROJECT: Approval of a 1-Lot Certified Survey Map for the properties located at the parcels listed above.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 4/6/2026

DATE OF COMPLETENESS DETERMINATION: 4/8/2026

PRE-APPLICATION CONFERENCE HELD: Yes
Date(s) of Meeting(s): Several meetings
Site Visit(s): 4/30/2026

CONCEPTUAL PLAN: CSM attached.

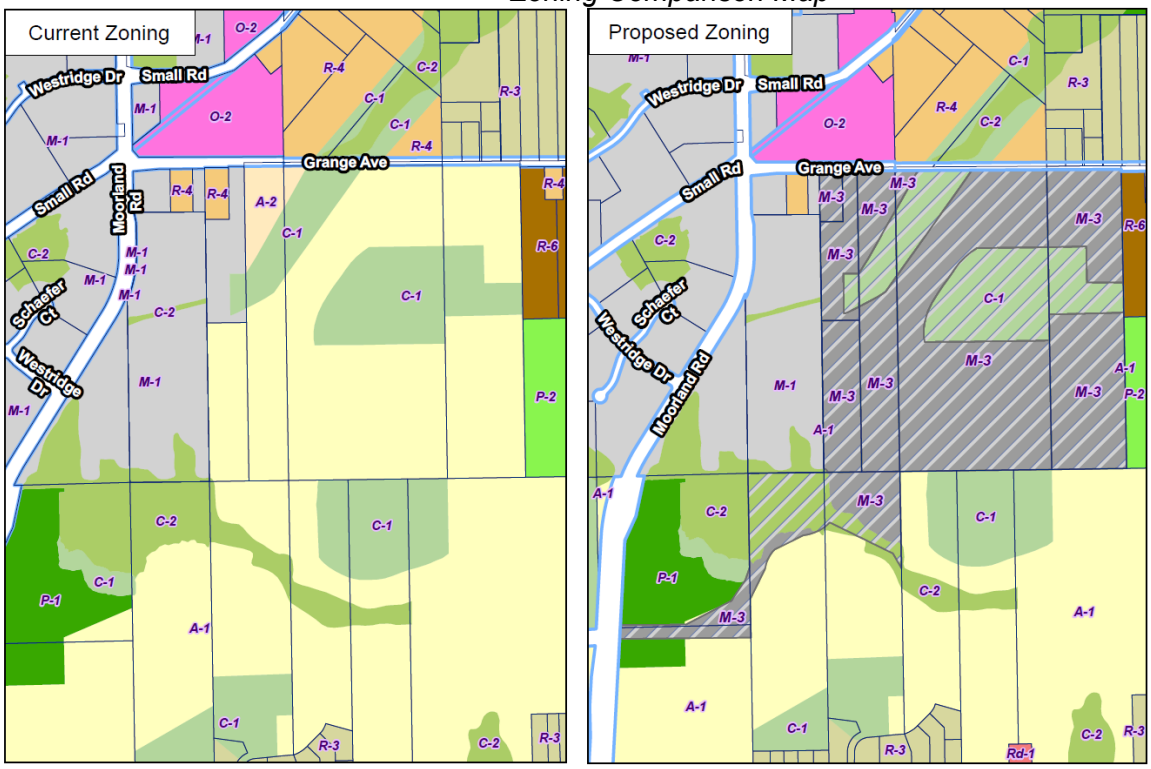
SIZE OF DEVELOPMENT / PARCEL(S):
North Half: ~158.73 Acres (after 1-Lot CSM is recorded)

CURRENT ZONING: A-1, A-2, R-4, M-1, P-1, C-1 & C-2

CURRENT LAND USE: Agriculture

PROPOSED ZONING: A-1, M-3/PUD, P-1, C-1/SCA, & C-2/SCA
DCD will add a Special Conditions Apply. Special Conditions Apply to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 (Section 34-35 Business Park Development District) Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply.

Zoning Comparison Map



PROPOSED LAND USE:
The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay will be prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative, and operational support uses.

PROPOSED LOT SIZE:
~158.73 Acres (after 1-Lot CSM is recorded & subject to this staff report)

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North:	Zoning: R-3/R-4/O-2/C-1/C-2	Land Use: Costco/Single-Family Residential
South:	Zoning: A-1/R-3/C-1/C-2	Land Use: Agricultural/Single-Family Residential
East:	Zoning: A-1/R-6/P-2	Land Use: Agricultural/Soccer Field/Theofila Estates Subdivision/Thomson Hollow Subdivision
West:	Zoning: A-1/M-1/P-1/C-1/C-2	Land Use: Golf Range/Westridge Business Park/East Moorland Road Business Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, this submittal meets the intent of this Chapter. The Future Land Use Map amendment from "Urban Residential" to "Business Park / Industrial" for the norther portion of this development (See application # CP-2600598) is consistent with the City's desire for a unified campus development. This will allow the developer to preserve large areas of environmental corridor and trees, which will provide natural buffers to the residential areas and make the business park development less intrusive to the adjoining neighborhoods. This will provide for high-quality economic development not only for the City, but the region.

ZONING CODE (Chapter 275): Yes, will meet all the requirements of Chapters 275-35B(6), 275-32B(1), 275-36(2), 275-37B (3) & (4), and 275-37E(3) of the Zoning Code.

DEVELOPMENT CODE (Chapter 235): Yes

REZONING REQUIRED: Yes, see application File #: RZ-2600597.

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Not for the CSM.

USE / SITE / ARCHITECTURAL REVIEW:
Use Approval Required: Not for the CSM.
Site Plan Required: Yes, see attached CSM.
Architectural Review Required: N/A

PROPOSED ARCHITECTURE: N/A

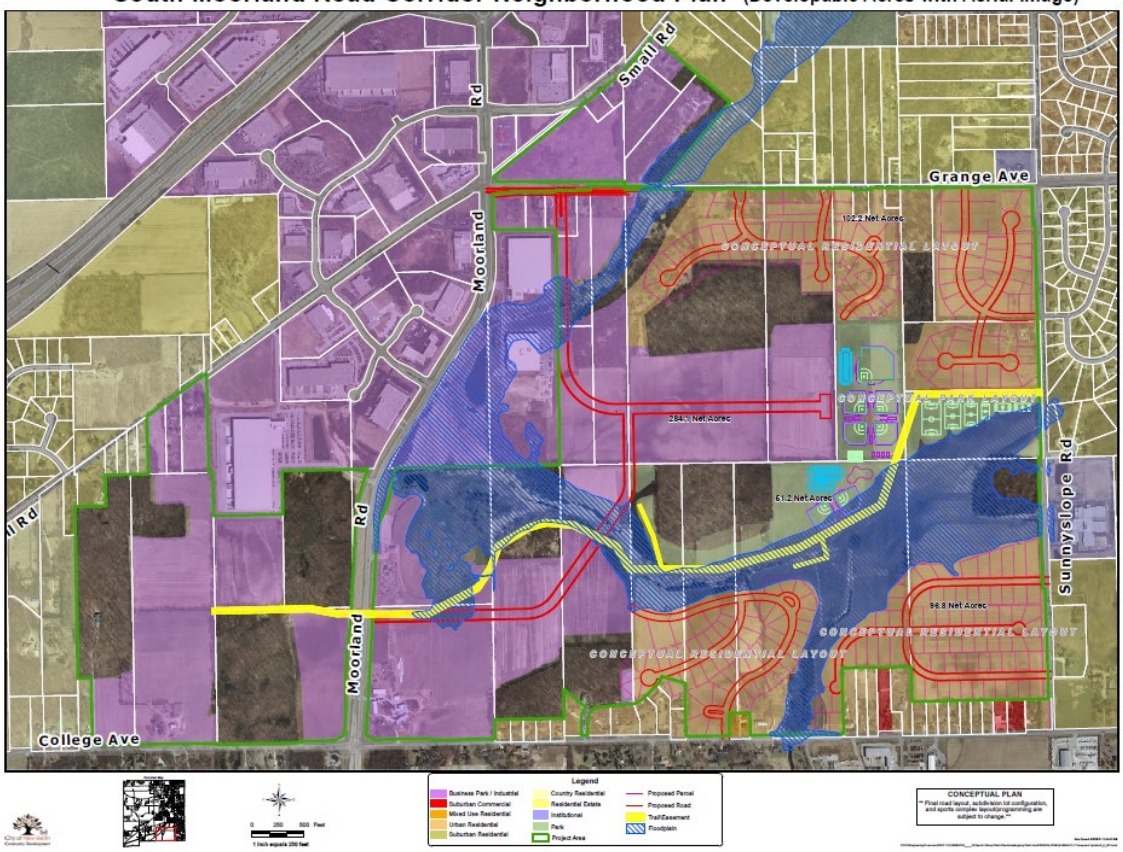
UNIQUE SITE CHARACTERISTICS:
Environmental Corridor: Yes, Environmental Corridor.
Wetland On Property: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.
Conservancy Districts (C-1, C-2): Yes, C-1 and C-2.
NRCS Map Classification: N/A
Floodplain: Yes
Topography / Geologic: The entire site slopes towards the valley in the middle. There are steep slopes near Grange Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: Incorporate sidepath with extension of Woods Edge Road. Applicant will dedicate the right-of-way as part of future CSMs. The City will work with the applicant as to the placement of the on-road bike paths.

PARK & OPEN SPACE PLAN:
Table 7: Public Park and Recreation Facilities, identifies a community park in Section 35.
Table 8: Public Trails, identifies a planned City trail within Section 35.

- This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.
- Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these off-road trails.

South Moorland Road Corridor Neighborhood Plan (Developable Acres with Aerial Image)



NATURAL RESOURCES PROTECTION: Will be reviewed with the Use, Site and Architecture application. (See application file #: UA-2601030)
Limits of Disturbance (LOD): N/A
Wildlife Habitat Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.

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. They have included a conceptual storm water plan. Additional detailed reports will be submitted at the time of Use, Site and Architecture application.

SANITARY SEWER PROVISION:
Within Current Sewer Service Area: Yes
Basin Capacity Available: Yes
Adequate Linkage: Will be determined during the Use, Site and Architecture application.
Onsite System Required: Not required as these properties are within the MMSD Current Sewer Service Area.

WATER USAGE CALC.: Not applicable for a CSM. Will be determined at the time of building permit.

TRAFFIC IMPACT: The applicant submitted a Traffic Impact Analysis dated January 28, 2026. Please refer to the application file #: RZ-2600597 staff report for additional information.

SCHOOL DISTRICT IMPACT: N/A
Notice Sent to Affected School District(s): No

PREVIOUS ACTION (PRIOR TO ROCKWELL DEVELOPMENT):
No formal applications for development have been submitted on the parcels except for the driving range, which will remain.

PREVIOUS ACTION: SOUTH MOORLAND ROAD (SECTION 35) COMPREHENSIVE PLAN AMENDMENTS:
Approximately two years of public comment and 29 meetings were held with those interested in the Comprehensive Plan Amendments for Chapter 10, 17, and 18 to plan for the Section 35 / South Moorland Road Corridor area.

- **12/1/2014** Staff presented a memo to the Plan Commission dated November 10, 2014 summarizing the Section 35 Master Planning Update.
- **3/28/2015** Staff began holding the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours." Office hours continued through June. Upwards of 12,000 postcards were sent out to residents in the City of New Berlin notifying them of the office hours held in June.
- **4/08/2015** Staff notified the Plan Commission of the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours".
- **5/5/2015** Plan Commission requested the Common Council set a Public Hearing date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- **7/28/2015** Common Council set a date for a Public Hearing for the amendments.
- **8/24/2015** Special Plan Commission Meeting - Commission presentation & discussion on recommendations and action.
- **9/9/2015** Public Hearing
- **10/5/2015** Plan Commission action & recommendation to Council
- **10/13/2015** Common Council action to approve.

PREVIOUS ACTION: SOUTH MOORLAND ROAD CORRIDOR (SECTION 35) ZONING CODE AMENDMENTS:
The Plan Commission adopted amendments to the Zoning Code reflecting the Comprehensive Plan amendments above, which established a new Zoning District for this area of the City, which was the M-3, Section 35 Business Park Development District.

- **12/17/2015** Plan Commission held a public hearing.
- **1/6/2016** Plan Commission approved the amendments.
- **1/12/2016** Common Council approved the amendment.

PREVIOUS ACTION: ROCKWELL AUTOMATION DEVELOPMENT:
- **4/14/2026** Common Council set the date for a joint public hearing on June 1, 2026, for a Rezoning and Comprehensive Plan amendment for Rockwell. Common Councial also authorized an agreement to hire Ehlers & Associates to prepare a TID Project Plan for Tax Incremental District # 6. Further information will follow.
- **5/13/2026** Neighborhood meeting for Rockwell.
- **6/1/2626** Plan Commission held a joint public hearing on the rezoning/PUD and comprehensive plan amendment requests.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

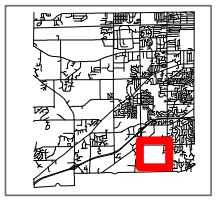
1. Per § 275-35D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the M-3 District. The proposed lot meets these minimum lot dimensions.
2. The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay has been prepared to accommodate an advanced manufacturing campus which may include: manufacturing and assembly operations, warehousing and distribution functions, office, administrative and operational support uses.
3. A Special Conditions Apply overlay will be added to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply. The C-2 boundary shall apply where there is no wetland registration showing on the property."

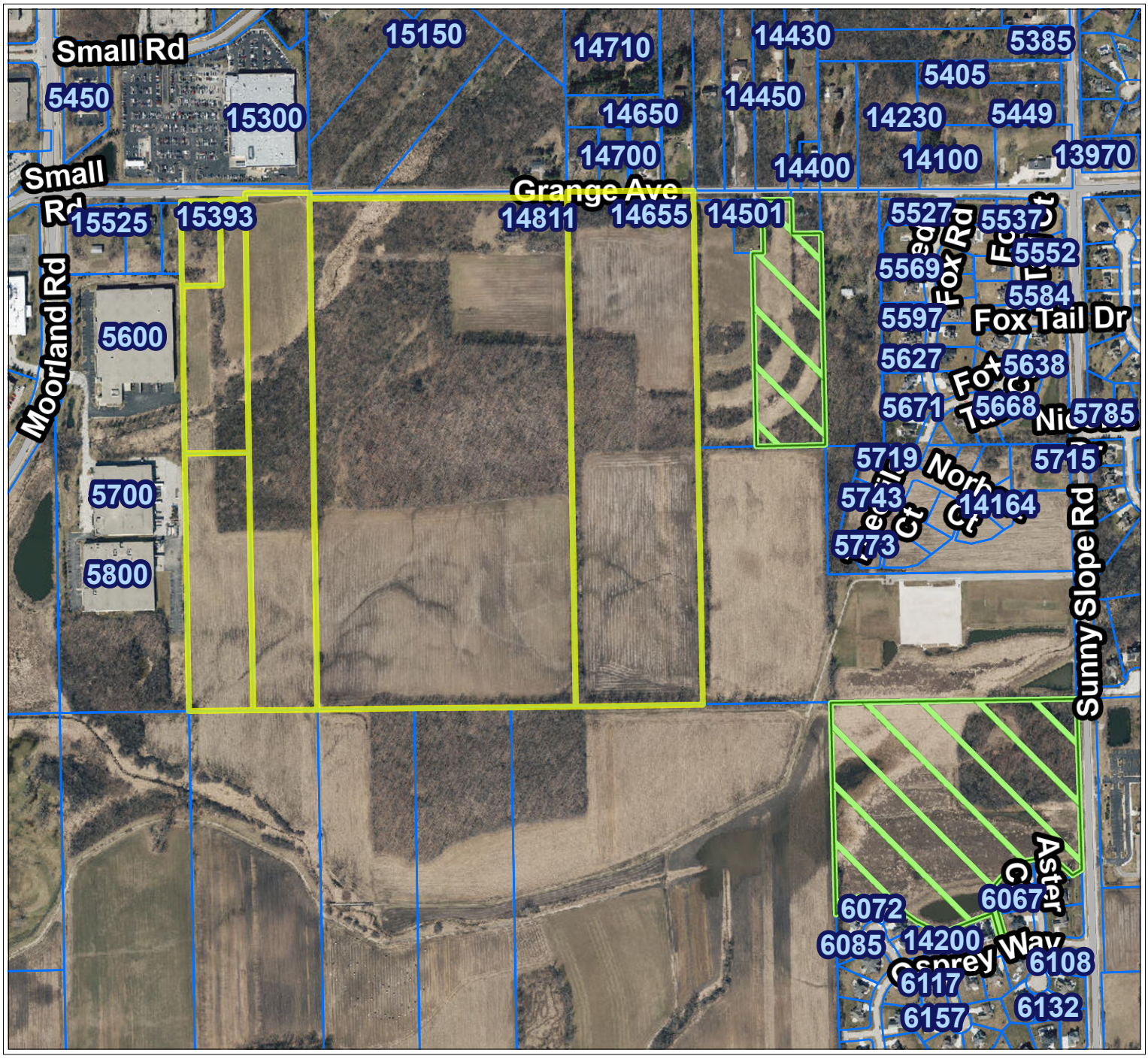
D.R.C. RECOMMENDATION: Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at the addresses/tax key #'s presented above and subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:
Location Map
CSM

City of New Berlin
Community Development

City of New Berlin Map Viewer
1-Lot CSM (North Half)





Parcels
Road Right-of-Way
Conservation Easement
Environmental Corridor

Floodplain FEMA DFIRM
FEMA DFIRM - Zone A
FEMA DFIRM - Zone AE
FEMA DFIRM - 0.2% Chance

Wetland

Zoning Wetland Registration
Registered Wetland
Outside Wetland

Zoning Overlay
PUD
Special Conditions Apply
SPO

Zoning Boundaries

N

0 360 720
ft

Scale is estimate - not survey

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

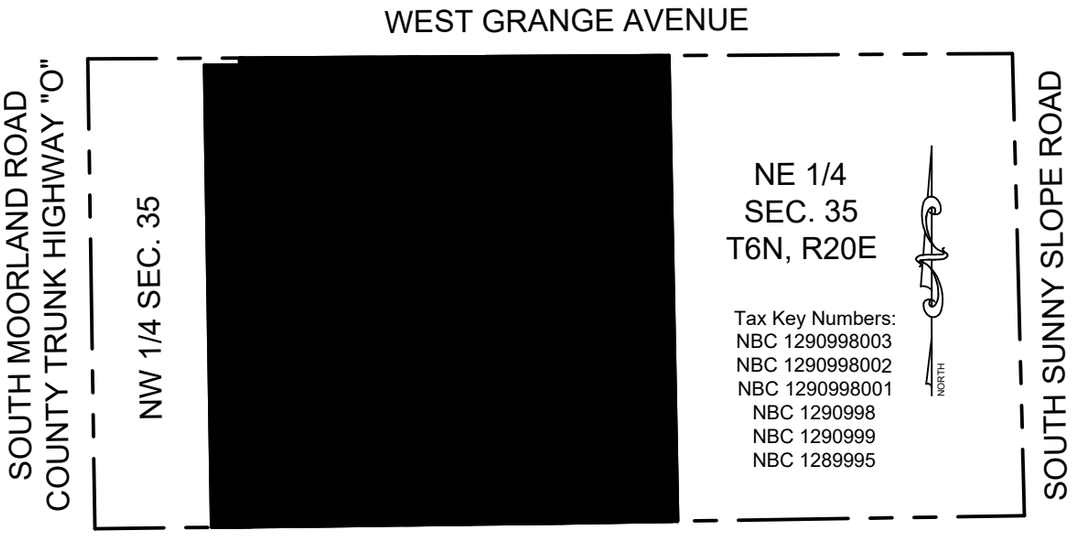
The information and depictions herein have been produced using data available through photogrametric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically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

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

VICINITY MAP

SCALE 1":1000'



Tax Key Numbers:
NBC 1290998003
NBC 1290998002
NBC 1290998001
NBC 1290998
NBC 1290999
NBC 1289995

WISCONSIN
JESSE ZOLTOWSKI
S-3094
Milwaukee, WI
LAND SURVEYOR

DRAFT

Jesse Zoltowski

JANUARY 14, 2026

Prepared for:
Rockwell Automation, Inc.
1201 S 2nd Street
Milwaukee, WI 53204

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Northwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°41'05"E.
- Flood Zone Classification: The property lies with in Zone "X" and Zone "A" of the Flood Insurance Rate Map Community Panel No. 55133C0353H with an effective date of OCTOBER 19, 2023. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" areas are Special Flood Hazard Areas without a Base Flood Elevation and is depicted by scaled map location and graphic plotting only, subject to map scale uncertainty.
- All existing buildings and silos to be removed.

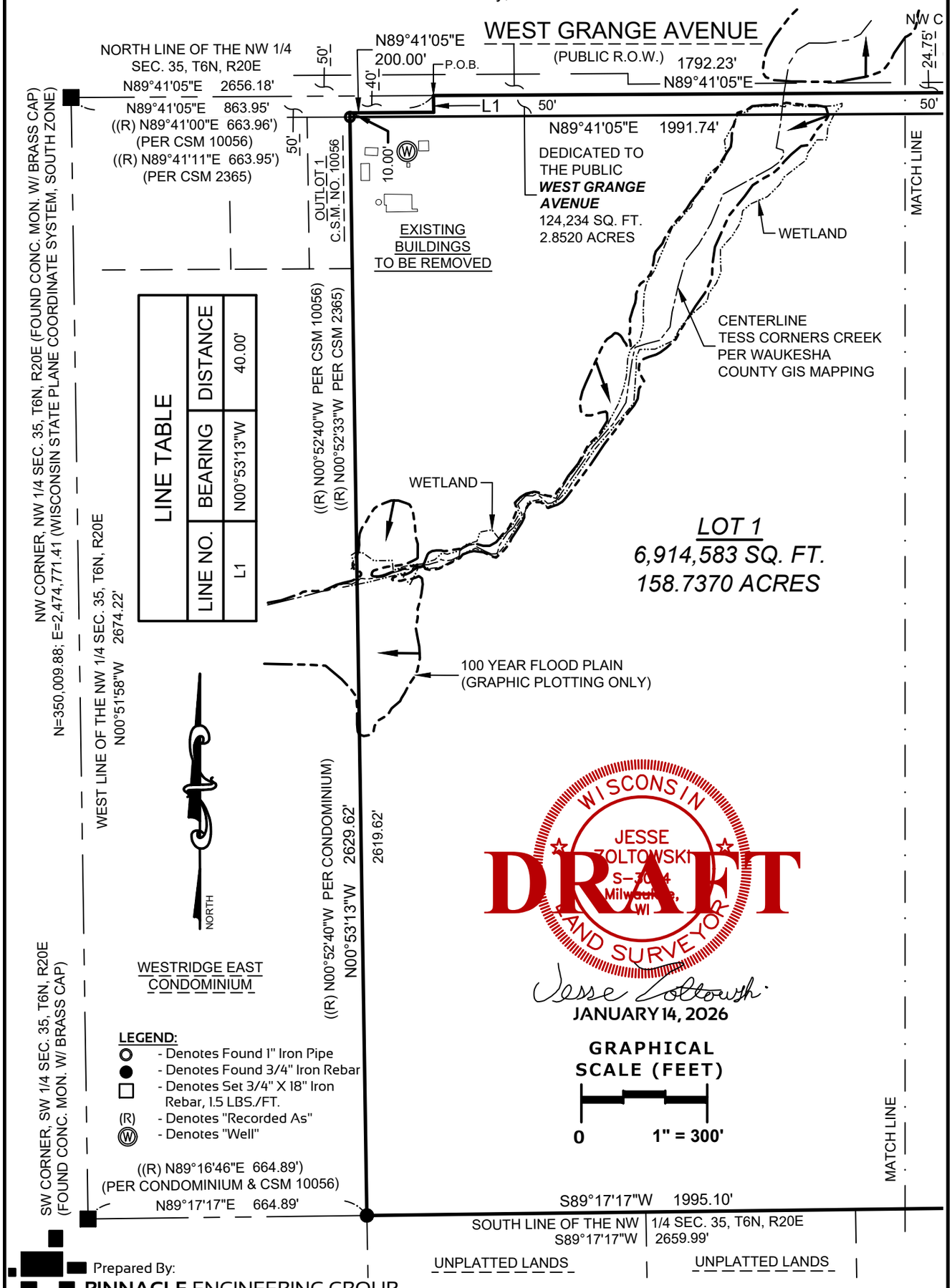
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

DRAFTED BY: ST
PEG JOB#594.00
SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

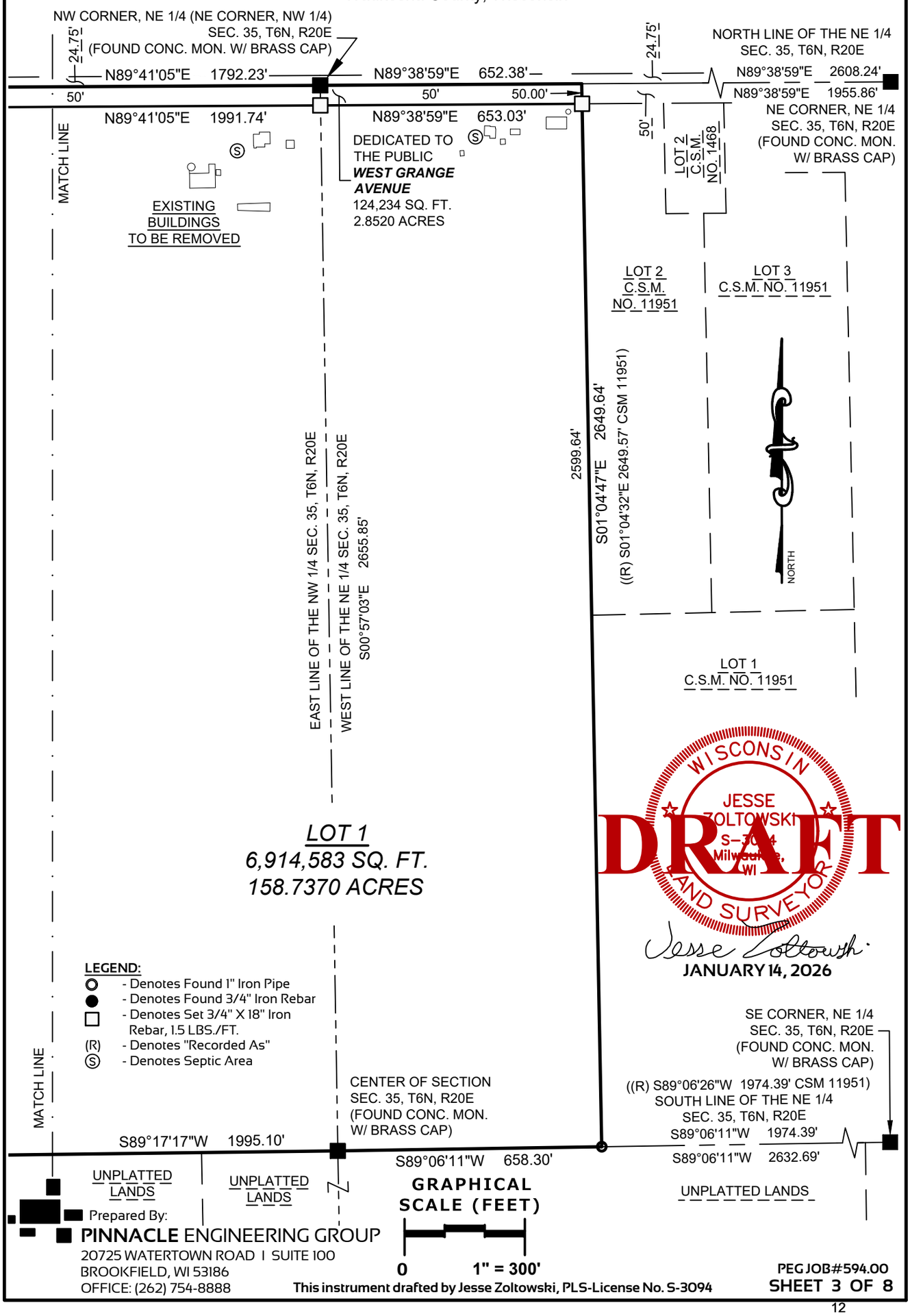
This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#594.00

SHEET 2 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

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

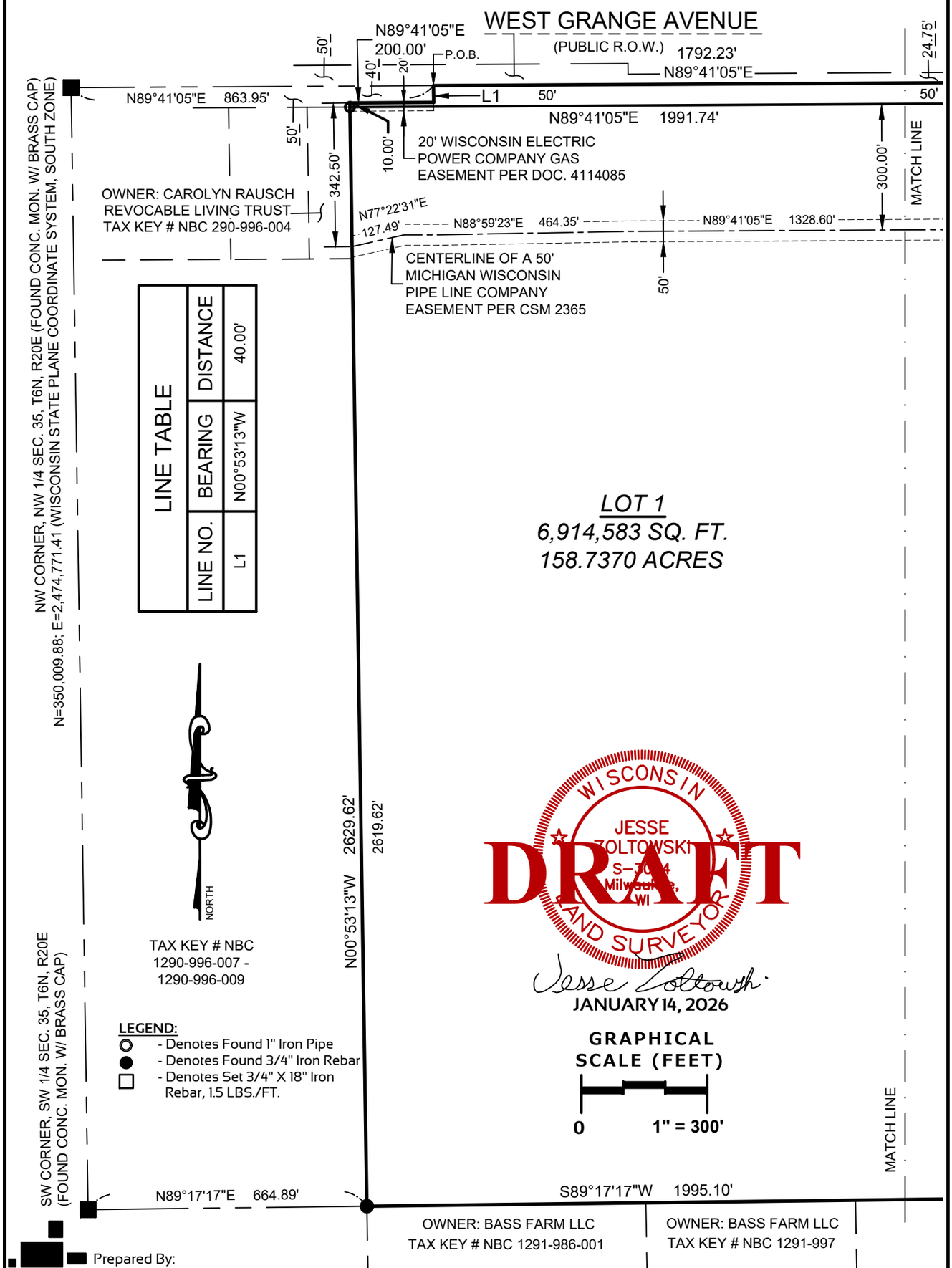
PEG JOB#594.00

SHEET 3 OF 8

12

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

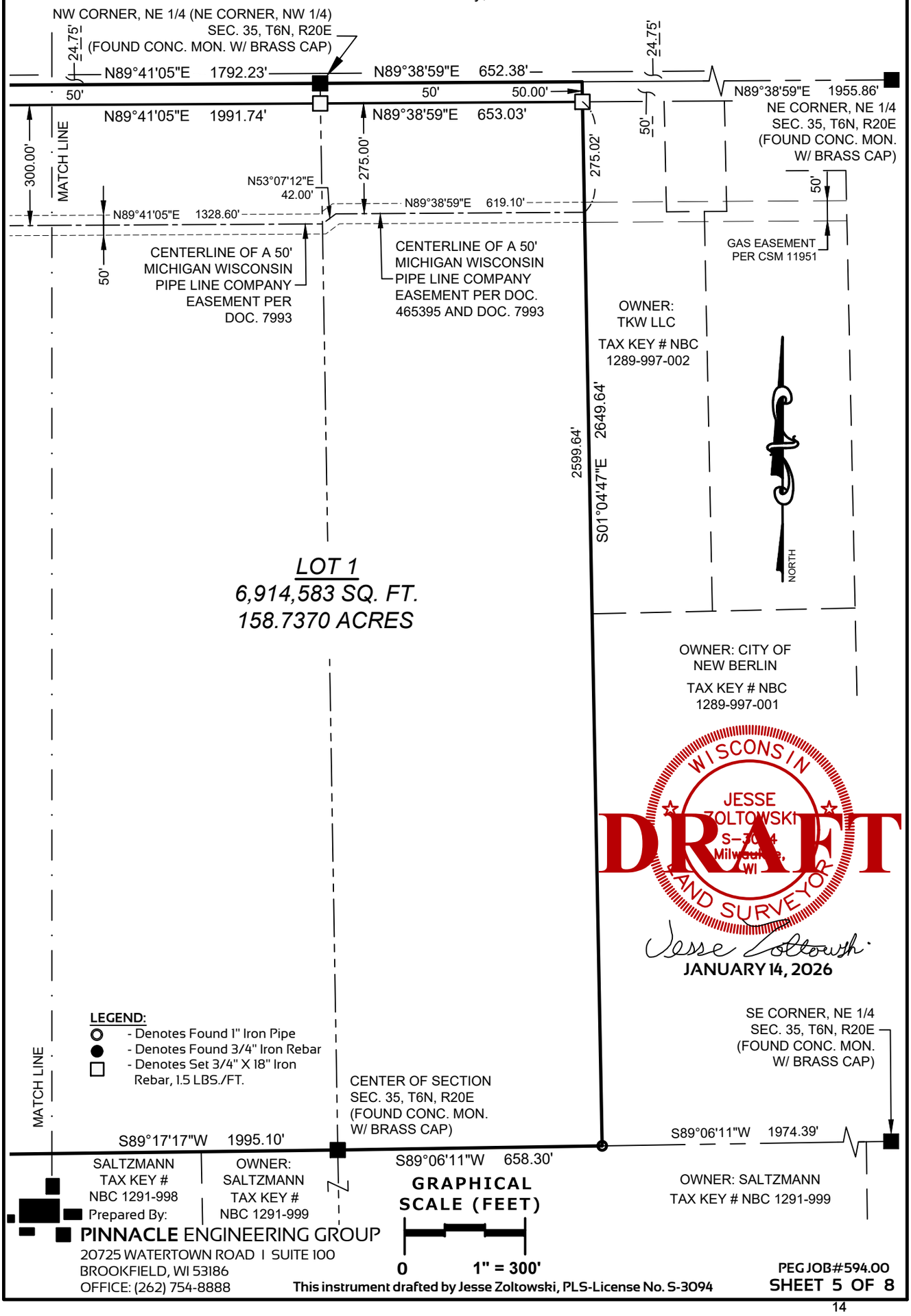
This instrument drafted by Jesse Zoltowski, PLS-License No. S-3094

PEG JOB#594.00

SHEET 4 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin



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

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

PEG JOB#594.00

SHEET 5 OF 8

14

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided Certified Survey Map No. 2365, as recorded in the Register of Deeds office for Waukesha County as Document No. 921624, and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section35; thence North 89°41'05" East along the north line of said Northwest 1/4, 863.95 feet to the Point of Beginning;

Thence continuing North 89°41'05" East along said north line of the Northwest 1/4, 1792.23 feet to the northwest corner of the Northeast 1/4 of said Section 35;
Thence North 89°38'59" East along the north line of said Northeast 1/4, 652.38 feet to the west line of Certified Survey Map No. 11951;
Thence South 01°04'47" East along said west line, 2649.64 feet to the south line of said Northeast 1/4 of Section 35;
Thence South 89°06'11" West along said south line, 658.30 feet to the Center of said Section 35;
Thence South 89°17'17" West along the south line of the aforesaid Northwest 1/4 of Section 35, 1995.10 feet to the southeast corner of Westridge East Condominium;
Thence North 00°53'13" West along the east line of said Condominium, 2629.62 feet;
Thence North 89°41'05" East, 200.00 feet;
Thence North 00°53'13" West, 40.00 feet to the Point of Beginning.

Dedicating the Northerly portion of subject property as graphically shown for public right of way purposes.

Containing 7,038,817 Square Feet (161.5890 Acres) of land Gross and 6,914,583 square feet (158.7370 acres) of land Net, more or less.

That I have made such survey, land division and map by the direction of ROCKWELL AUTOMATION, INC., owner of said land.

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

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

Date: JANUARY 14, 2026

Jesse Zoltowski
Professional Land Surveyor S-3094

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

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

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

ROCKWELL AUTOMATION, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

ROCKWELL AUTOMATION, INC., as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of New Berlin

IN WITNESS WHEREOF, the said ROCKWELL AUTOMATION, INC. has caused these presents to be signed by (name - print) _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of: ROCKWELL AUTOMATION, INC.

_____
Name (signature) - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named ROCKWELL AUTOMATION, INC., to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

Jesse Zoltowski

JANUARY 14, 2026

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

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

PEG JOB#594.00
SHEET 7 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Certified Survey Map No. 2365 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

Jesse Zoltowski

JANUARY 14, 2026

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

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

PEG JOB#594.00
SHEET 8 OF 8

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / 3-Lot Certified Survey Map**	
LOCATION:	**Tax Key #: 1291.997**	
	Tax Key #: 1291.986.001	
REQUEST:	**Approval of a 3-Lot Certified Survey Map**	
REVIEW SCHEDULE:	**CSM Received:**	**5/29/2026**
	Completeness Determination:	**6/01/2026**
	90-day time limit expires:	**8/27/2026**
	Final Common Council Action:	**7/28/2026**
D.R.C. RECOMMENDATION:	**Recommend to Common Council approval of a 3-Lot Certified Survey Map for the properties located at the addresses/tax key #'s presented above and subject to the application, plans on file and the following conditions:**	

PLANNING

1. **Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.**
    a. **A detailed mark-up drawing was sent to the applicant.**
2. **A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.**
3. **The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.**
4. **Applicants and/or property owners shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.**
5. **City Engineer to review final lot layout and ensure proper dedication of any right-of-way based on the construction plans.**

ENGINEERING

6. **The CSM will need to show proposed easements for public utilities and trail / sidewalk easements. The locations of these have not been identified yet. The following notes shall be placed on the CSM:**
    a. **The proposed road (Wood's Edge Road, located on the east side of Moorland Road) along the south property line is within the 25' dedicated utility easement. Applicant and adjacent property owners shall coordinate to dedicate a new location for the trail to extend to the western property line. Proposed road cross section shall include a sidepath (on road and off road).**
    b. **The City will require proof of easement (for utilities) for the driveway if the full road is not installed at this time.**

c. **The City will require the developer to prepare a CSM(s) with dedication of the full right-of-way for all parcels adjacent to CTY O (Moorland Road) and along the proposed road (Wood's Edge Road, located on the east side of Moorland Road).**

d. **Provide a cul-de-sac (or roundabout) on the proposed road within the public right-of-way which will abut the private entrance to Rockwell, per Section 235-23F of the Subdivision Code, Stub streets.**

7. **Traversable access will need to be maintained over the sanitary sewer main to the south or the plan should show abandoning this main and adding a new main to the east. Connection to the south would be a lateral. The pond is currently shown in this location.**

SEWER UTILITY

8. **Sanitary should flow to the east and connect in the same area as watermain option 1(5) on the utility proposal. Proposed sanitary connection (4) is too close to the retention pond.**

WATER UTILITY

9. **Dual connection is necessary. Recommend northern connection point 1 at existing 12" main and connection point 5 (option 1) listed on the preliminary utility proposal. Fire should also review to determine hydrant need around the facility.**

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of July 15, 2026

Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc.
3-Lot Certified Survey Map
Address: See list in Executive Summary

DATE STAFF REPORT PREPARED: June 11, 2026

APPLICANT / OWNER(S): Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / Owners:

Tax Key #: 1291.997 [Baas Farm, LLC - 24.49 Acres]
Tax Key #: 1291.986.001 [Baas Farm, LLC – 34.84 Acres]

REQUEST / DESCRIPTION OF PROJECT: Approval of a 3-Lot Certified Survey Map for the properties located at the parcels listed above.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/29/2026

DATE OF COMPLETENESS DETERMINATION: 6/01/2026

PRE-APPLICATION CONFERENCE HELD: Yes
Date(s) of Meeting(s): Several meetings
Site Visit(s): 4/30/2026

CONCEPTUAL PLAN: CSM attached.

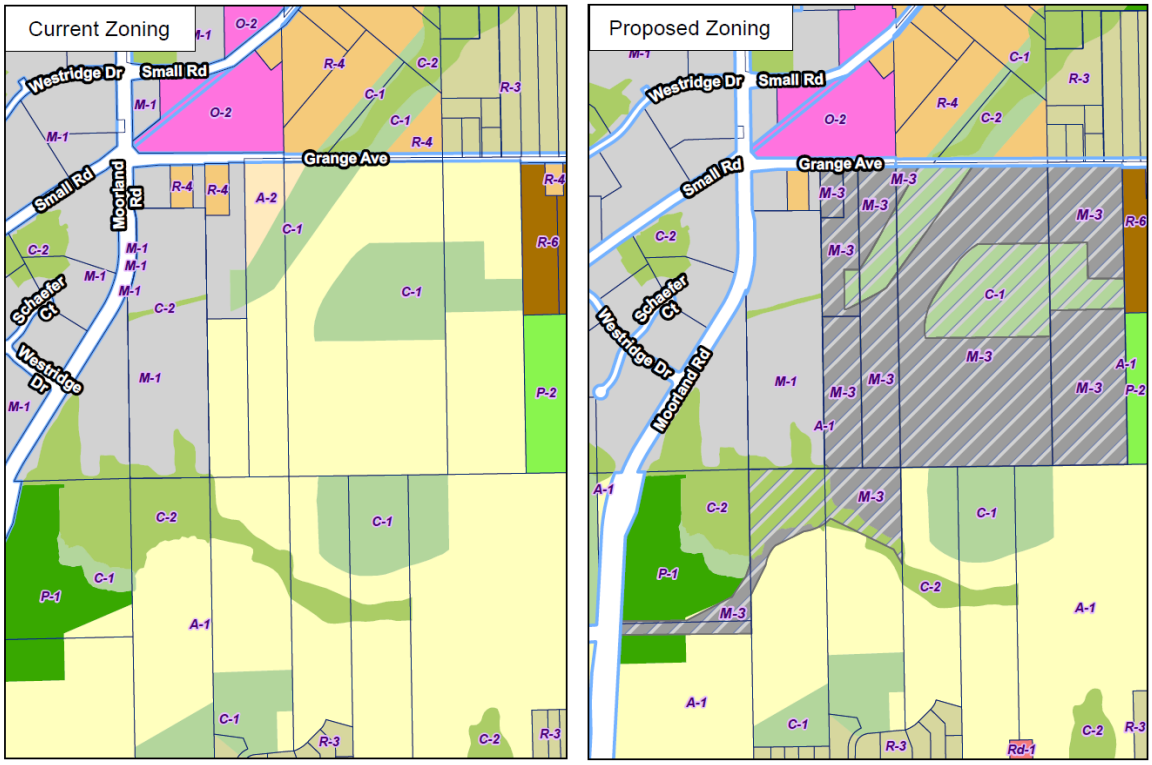
SIZE OF DEVELOPMENT / PARCEL(S):
Tax Key #: 1291.997 [Baas Farm, LLC - 24.49 Acres]
Tax Key #: 1291.986.001 [Baas Farm, LLC – 34.84 Acres]

CURRENT ZONING: A-1, C-1 & C-2

CURRENT LAND USE: Agriculture

PROPOSED ZONING: A-1, M-3/PUD, C-1/SCA, & C-2/SCA
DCD will add a Special Conditions Apply. Special Conditions Apply to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 (Section 34-35 Business Park Development District) Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply.

Zoning Comparison Map



PROPOSED LAND USE:
The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay will be prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative, and operational support uses.

PROPOSED LOT SIZE:
Lot 1: 13.3727 Acres
Lot 2: 25.4984 Acres
Outlot 1: 20.1292 Acres

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3/R-4/O-2/C-1/C-2	Land Use: Costco/Single-Family Residential
South: Zoning: A-1/R-3/C-1/C-2	Land Use: Agricultural/Single-Family Residential
East: Zoning: A-1/R-6/P-2	Land Use: Agricultural/Soccer Field/Theofila Estates Subdivision/Thomson Hollow Subdivision
West: Zoning: A-1/M-1/P-1/C-1/C-2	Land Use: Golf Range/Westridge Business Park/East Moorland Road Business Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, this submittal meets the intent of this Chapter. The Future Land Use Map amendment from "Urban Residential" to "Business Park / Industrial" for the norther portion of this development (See application # CP-2600598) is consistent with the City's desire for a unified campus development. This will allow the developer to preserve large areas of environmental corridor and trees, which will provide natural buffers to the residential areas and make the business park development less intrusive to the adjoining neighborhoods. This will provide for high-quality economic development not only for the City, but the region.

ZONING CODE (Chapter 275): Yes, will meet all the requirements of Chapters 275-35B(6), 275-32B(1), 275-36(2), 275-37B (3) & (4), and 275-37E(3) of the Zoning Code.

DEVELOPMENT CODE (Chapter 235): Yes

REZONING REQUIRED: Yes, see application File #: RZ-2600597.

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Not for the CSM.

USE / SITE / ARCHITECTURAL REVIEW:
Use Approval Required: Not for the CSM.
Site Plan Required: Yes, see attached CSM.
Architectural Review Required: N/A

PROPOSED ARCHITECTURE: N/A

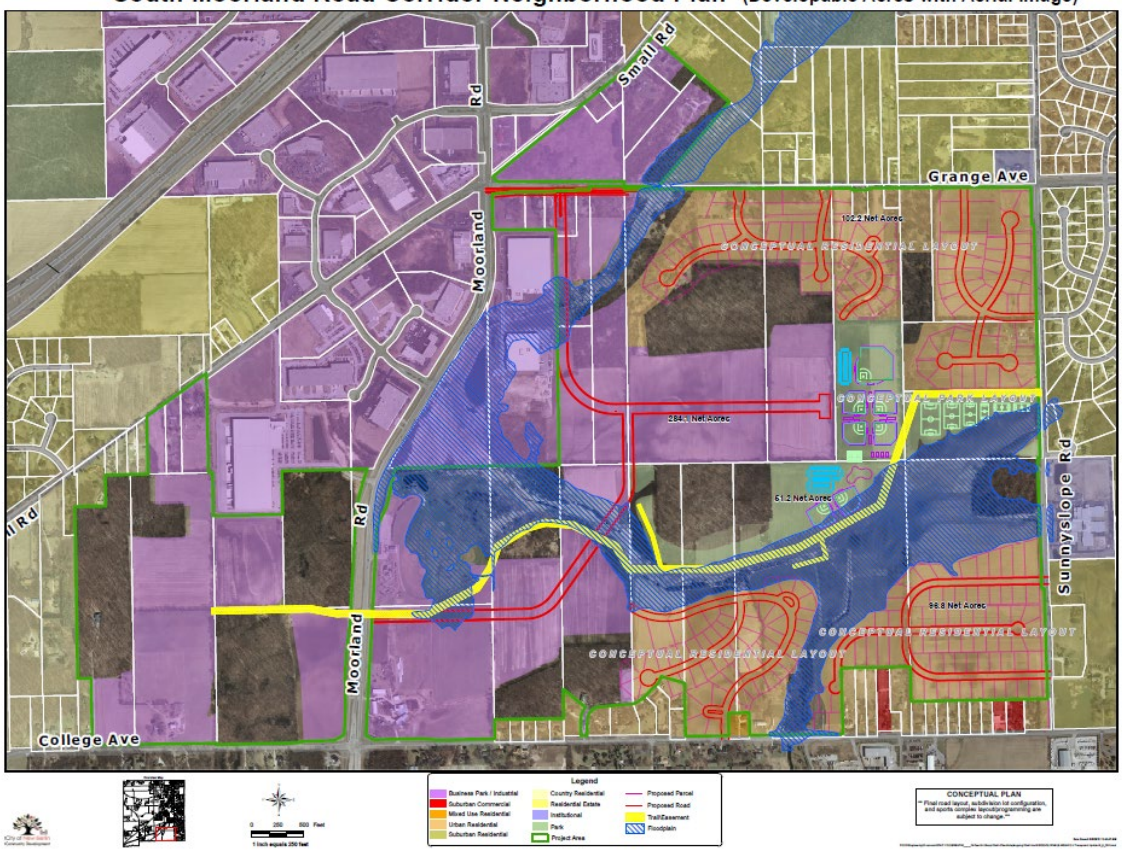
UNIQUE SITE CHARACTERISTICS:
Environmental Corridor: Yes, Environmental Corridor.
Wetland On Property: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.
Conservancy Districts (C-1, C-2): Yes, C-1 and C-2.
NRCS Map Classification: N/A
Floodplain: Yes
Topography / Geologic: The entire site slopes towards the valley in the middle. There are steep slopes near Grange Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: Incorporate sidepath with extension of Woods Edge Road. Applicant will dedicate the right-of-way as part of future CSMs. The City will work with the applicant as to the placement of the on-road bike paths.

PARK & OPEN SPACE PLAN:
Table 7: Public Park and Recreation Facilities, identifies a community park in Section 35.
Table 8: Public Trails, identifies a planned City trail within Section 35.

- This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.
- Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these off-road trails.

South Moorland Road Corridor Neighborhood Plan (Developable Acres with Aerial Image)



NATURAL RESOURCES PROTECTION: Will be reviewed with the Use, Site and Architecture application. (See application file #: UA-2601030)
Limits of Disturbance (LOD): N/A
Wildlife Habitat Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.

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. They have included a conceptual storm water plan. Additional detailed reports will be submitted at the time of Use, Site and Architecture application.

SANITARY SEWER PROVISION:
Within Current Sewer Service Area: Yes
Basin Capacity Available: Yes
Adequate Linkage: Will be determined during the Use, Site and Architecture application.
Onsite System Required: Not required as these properties are within the MMSD Current Sewer Service Area.

WATER USAGE CALC.: Not applicable for a CSM. Will be determined at the time of building permit.

TRAFFIC IMPACT: The applicant submitted a Traffic Impact Analysis dated January 28, 2026. Please refer to the application file #: RZ-2600597 staff report for additional information.

SCHOOL DISTRICT IMPACT: N/A
Notice Sent to Affected School District(s): No

PREVIOUS ACTION (PRIOR TO ROCKWELL DEVELOPMENT):
No formal applications for development have been submitted on the parcels except for the driving range, which will remain.

PREVIOUS ACTION: SOUTH MOORLAND ROAD (SECTION 35) COMPREHENSIVE PLAN AMENDMENTS:
Approximately two years of public comment and 29 meetings were held with those interested in the Comprehensive Plan Amendments for Chapter 10, 17, and 18 to plan for the Section 35 / South Moorland Road Corridor area.

- **12/1/2014** Staff presented a memo to the Plan Commission dated November 10, 2014 summarizing the Section 35 Master Planning Update.
- **3/28/2015** Staff began holding the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours." Office hours continued through June. Upwards of 12,000 postcards were sent out to residents in the City of New Berlin notifying them of the office hours held in June.
- **4/08/2015** Staff notified the Plan Commission of the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours".
- **5/5/2015** Plan Commission requested the Common Council set a Public Hearing date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- **7/28/2015** Common Council set a date for a Public Hearing for the amendments.
- **8/24/2015** Special Plan Commission Meeting - Commission presentation & discussion on recommendations and action.
- **9/9/2015** Public Hearing
- **10/5/2015** Plan Commission action & recommendation to Council
- **10/13/2015** Common Council action to approve.

PREVIOUS ACTION: SOUTH MOORLAND ROAD CORRIDOR (SECTION 35) ZONING CODE AMENDMENTS:
The Plan Commission adopted amendments to the Zoning Code reflecting the Comprehensive Plan amendments above, which established a new Zoning District for this area of the City, which was the M-3, Section 35 Business Park Development District.

- **12/17/2015** Plan Commission held a public hearing.
- **1/6/2016** Plan Commission approved the amendments.
- **1/12/2016** Common Council approved the amendment.

PREVIOUS ACTION: ROCKWELL AUTOMATION DEVELOPMENT:
- **4/14/2026** Common Council set the date for a joint public hearing on June 1, 2026, for a Rezoning and Comprehensive Plan amendment for Rockwell. Common Councial also authorized an agreement to hire Ehlers & Associates to prepare a TID Project Plan for Tax Incremental District # 6. Further information will follow.
- **5/13/2026** Neighborhood meeting for Rockwell.
- **6/1/2626** Plan Commission held a joint public hearing on the rezoning/PUD and comprehensive plan amendment requests.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

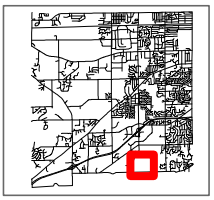
1. Per § 275-35D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the M-3 District. The proposed lots meets these minimum lot dimensions.
2. The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay has been prepared to accommodate an advanced manufacturing campus which may include: manufacturing and assembly operations, warehousing and distribution functions, office, administrative and operational support uses.
3. A Special Conditions Apply overlay will be added to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply. The C-2 boundary shall apply where there is no wetland registration showing on the property."
4. The following utility easements are located on these parcels: DOC #'s: 3948481, 3948483 and 3991954.
5. The Outlot shall have the following notes on the CSM:
    a. The Lots subject to this CSM request are existing Lots of record. Proposed Lot 1 and Lot 2 will have access via an existing access / frontage on College Avenue and remain under the Bass Farm, LLC ownership.
    b. Outlot shall maintain an Outlot status until such time the lot has access to right-of-way. Outlot 1 will become part of the Rockwell Automation Campus as part of a final CSM.

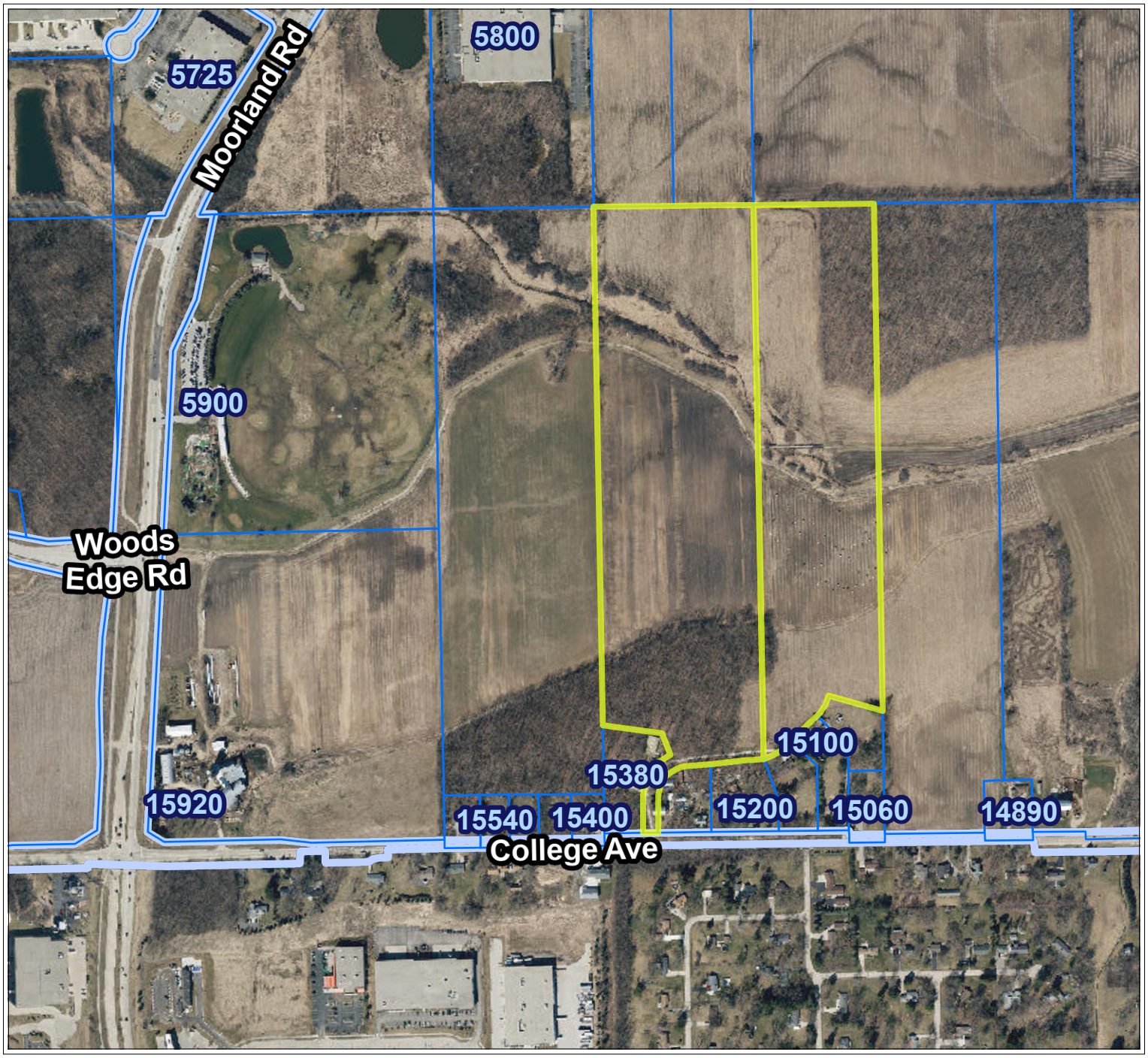
D.R.C. RECOMMENDATION: Recommend to Common Council approval of a 3-Lot Certified Survey Map for the properties located at the addresses/tax key #'s presented above and subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:
Location Map
CSM

City of New Berlin
Community Development

LD-2601026
3-Lot CSM (Bass Farm)





Parcels
Road Right-of-Way
Conservation Easement
Environmental Corridor

Floodplain FEMA DFIRM
FEMA DFIRM - Zone A
FEMA DFIRM - Zone AE
FEMA DFIRM - 0.2% Chance

Wetland

Zoning Wetland Registration
Registered Wetland
Outside Wetland

Zoning Overlay
PUD
Special Conditions Apply
SPO

Zoning Boundaries

N

0 290 580
ft

Scale is estimate - not survey

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

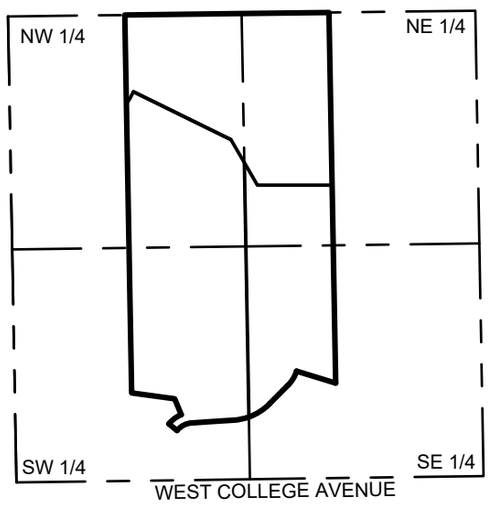
CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

Prepared for:
BAAS FARM LLC
15380 W COLLEGE AVE.,
MUSKEGO, WI 53150

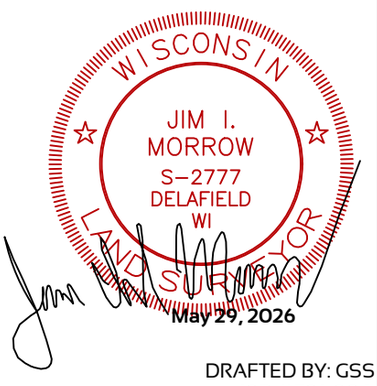
Subject Property
Tax Key Numbers: NBC 1291997 & NBC 1291986001

VICINITY SKETCH
SCALE 1"=1000'
SW 1/4 SEC. 35-6-20



CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	94.36'	192.93'	028°01'26"	S31°09'00"W	93.43'	S17°08'17"W	S45°09'43"W
C2	230.11'	320.00'	041°11'09"	S65°37'38"W	225.18'	S45°02'30"W	S86°13'40"W
C3	98.70'	103.13'	054°50'16"	S62°54'40"W	94.98'	N89°40'12"W	S35°29'32"W
C4	87.87'	180.00'	027°58'13"	N53°35'02"E	87.00'	N39°35'55"E	N67°34'08"E
C5	79.71'	393.00'	011°37'18"	S30°17'23"W	79.58'	S24°28'44"W	S36°06'02"W
C6	139.71'	320.00'	025°00'52"	S57°32'03"W	138.60'	S45°01'37"W	S70°02'29"W
C7	90.40'	320.00'	016°11'10"	S78°08'04"W	90.10'	S70°02'29"W	S86°13'40"W

NOTES:
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°17'17"E.
- Wetland delineated by Wetland and Waterway Consulting LLC on October 27, 2025 as located by Manhard Consulting and CJ Engineering.



May 29, 2026

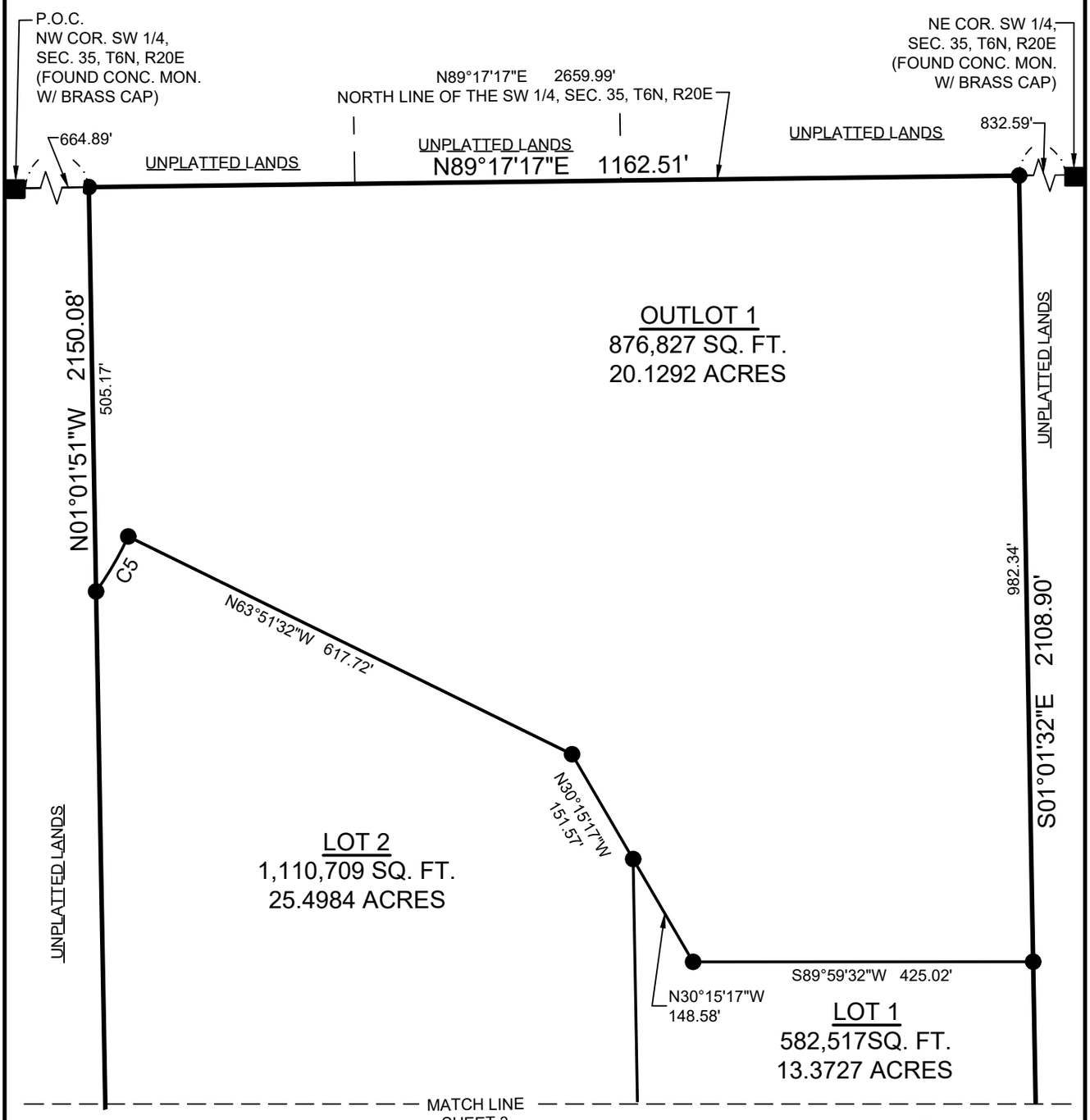
PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

DRAFTED BY: GSS
JOB #594.00A
SHEET 1 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



LEGEND

- Found 3/4" Iron Rebar
- Set 3/4X18" Iron Rebar 1.5LBS/LFT

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR
May 29, 2026

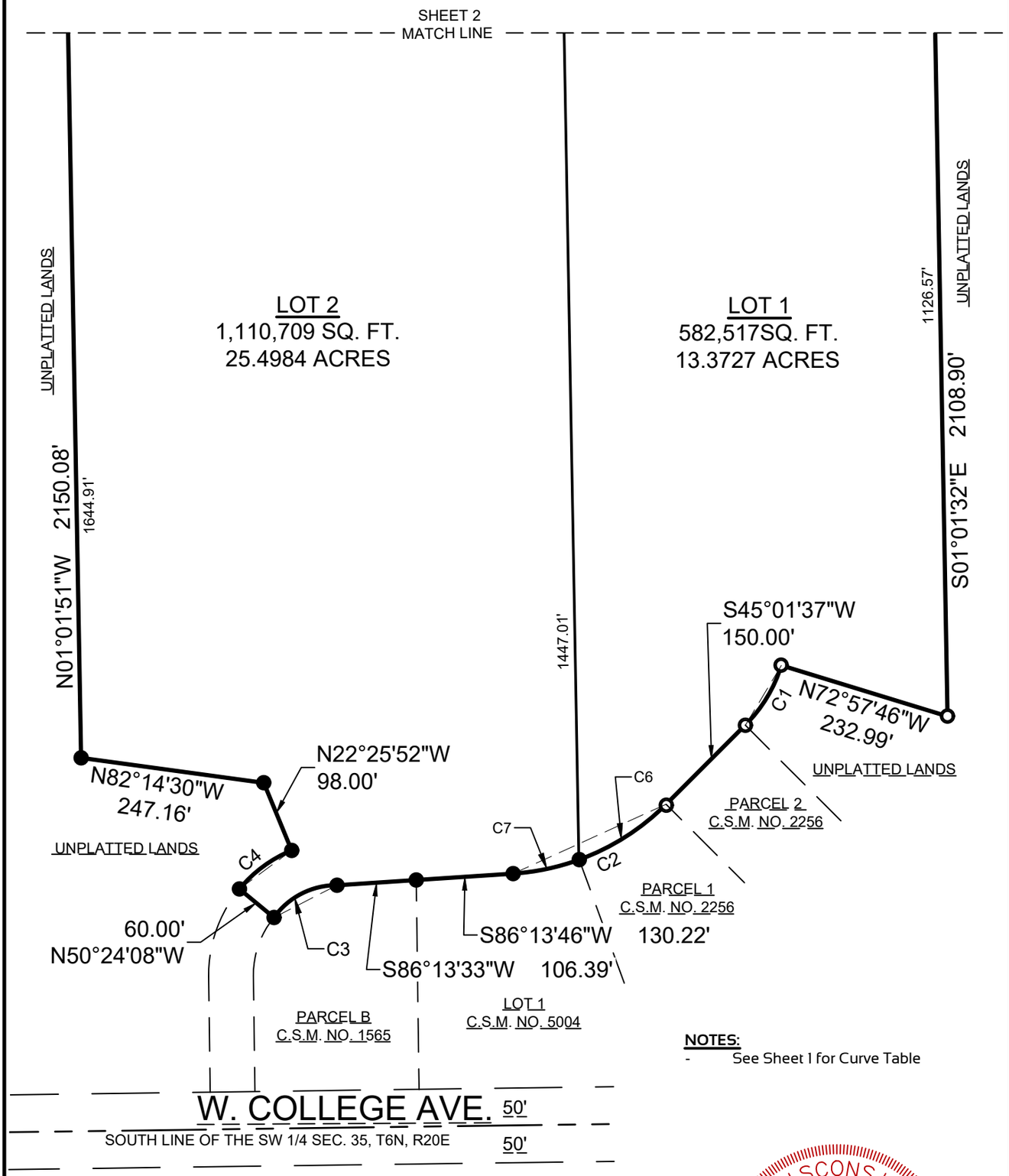
PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 2 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NOTES:

- See Sheet 1 for Curve Table

LEGEND

- Found 3/4" Iron Rebar
- Set 3/4X18" Iron Rebar 1.5LBS/LFT

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

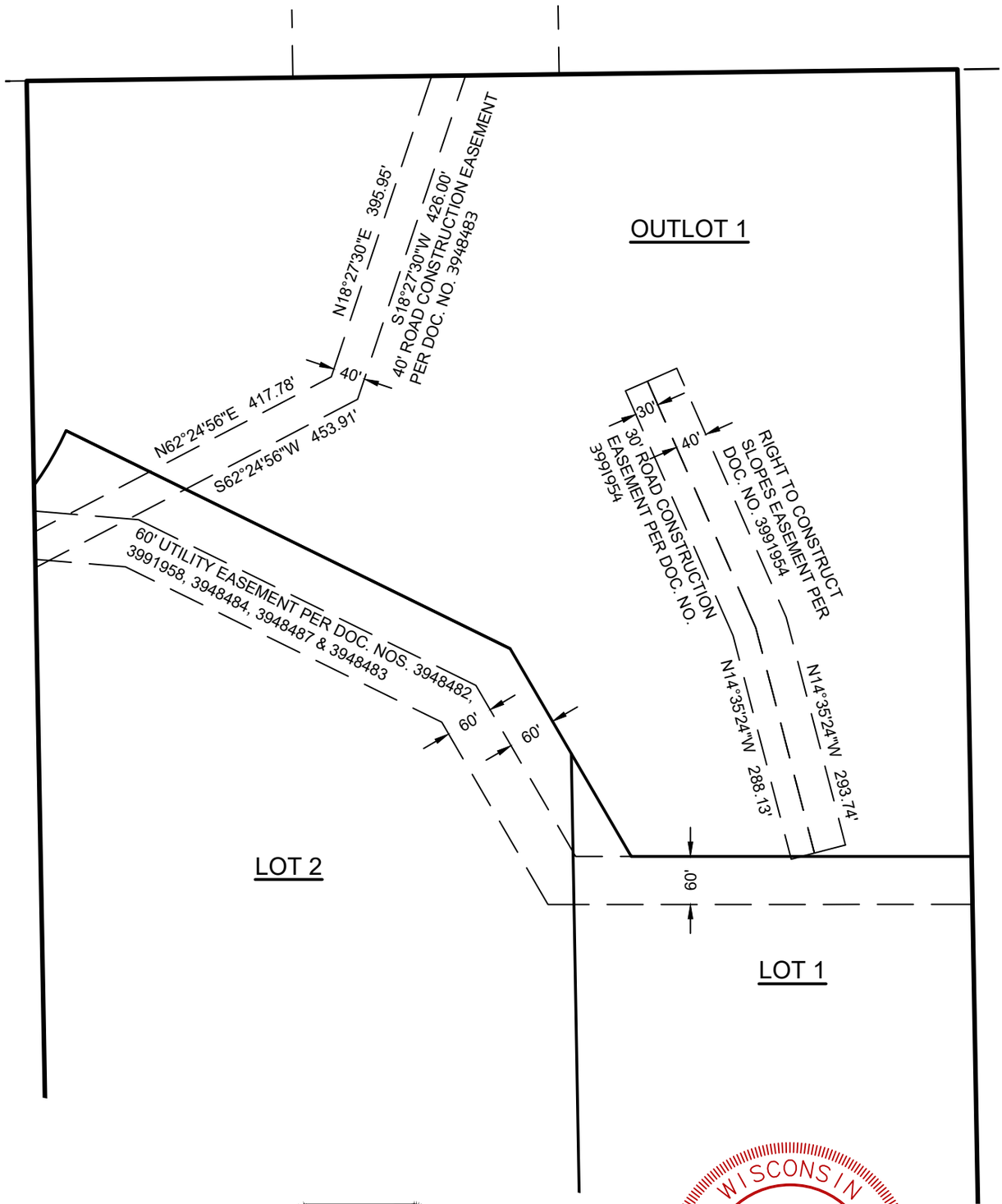
SHEET 3 OF 10

12

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

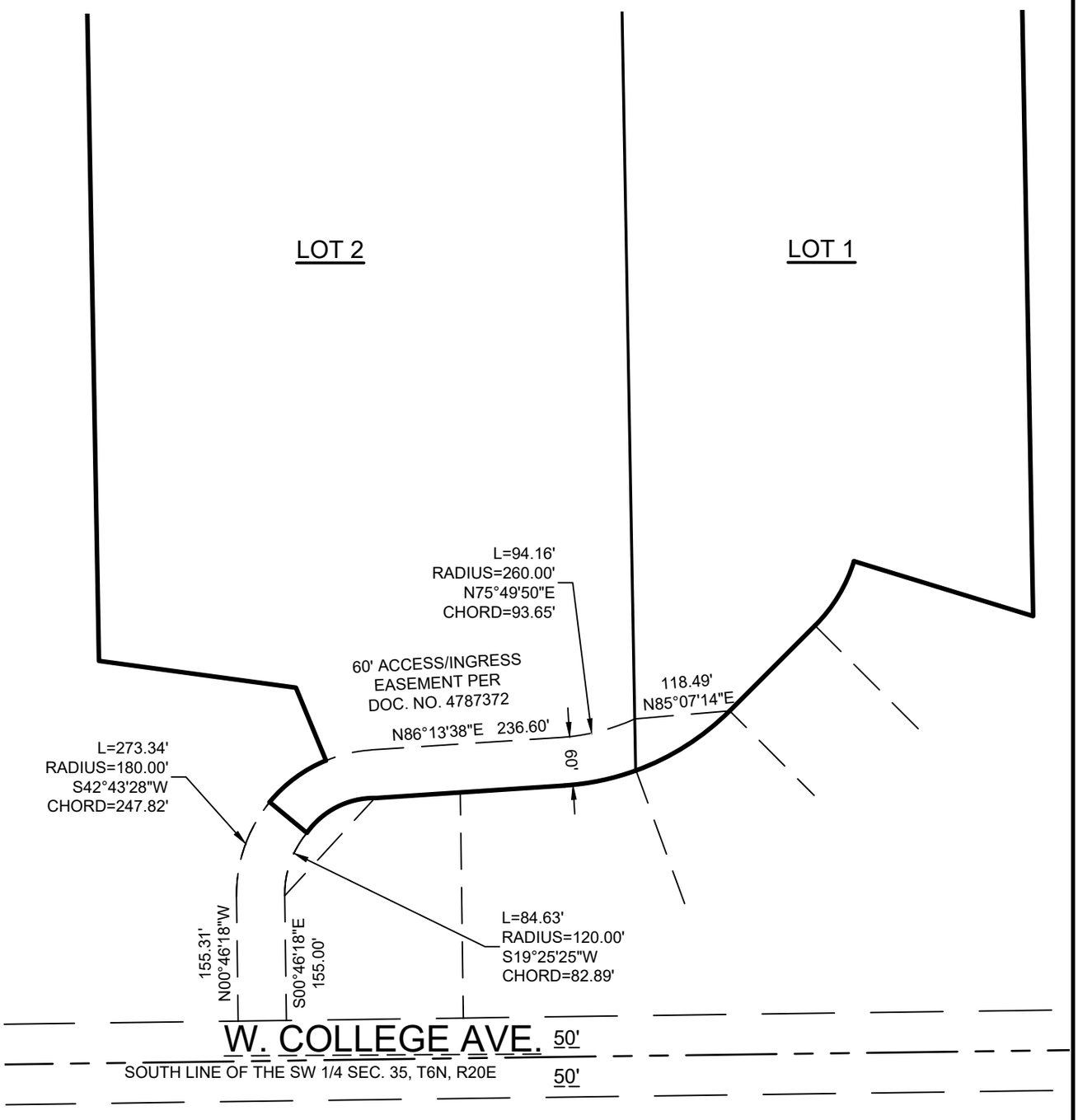
JOB #594.00A

SHEET 4 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

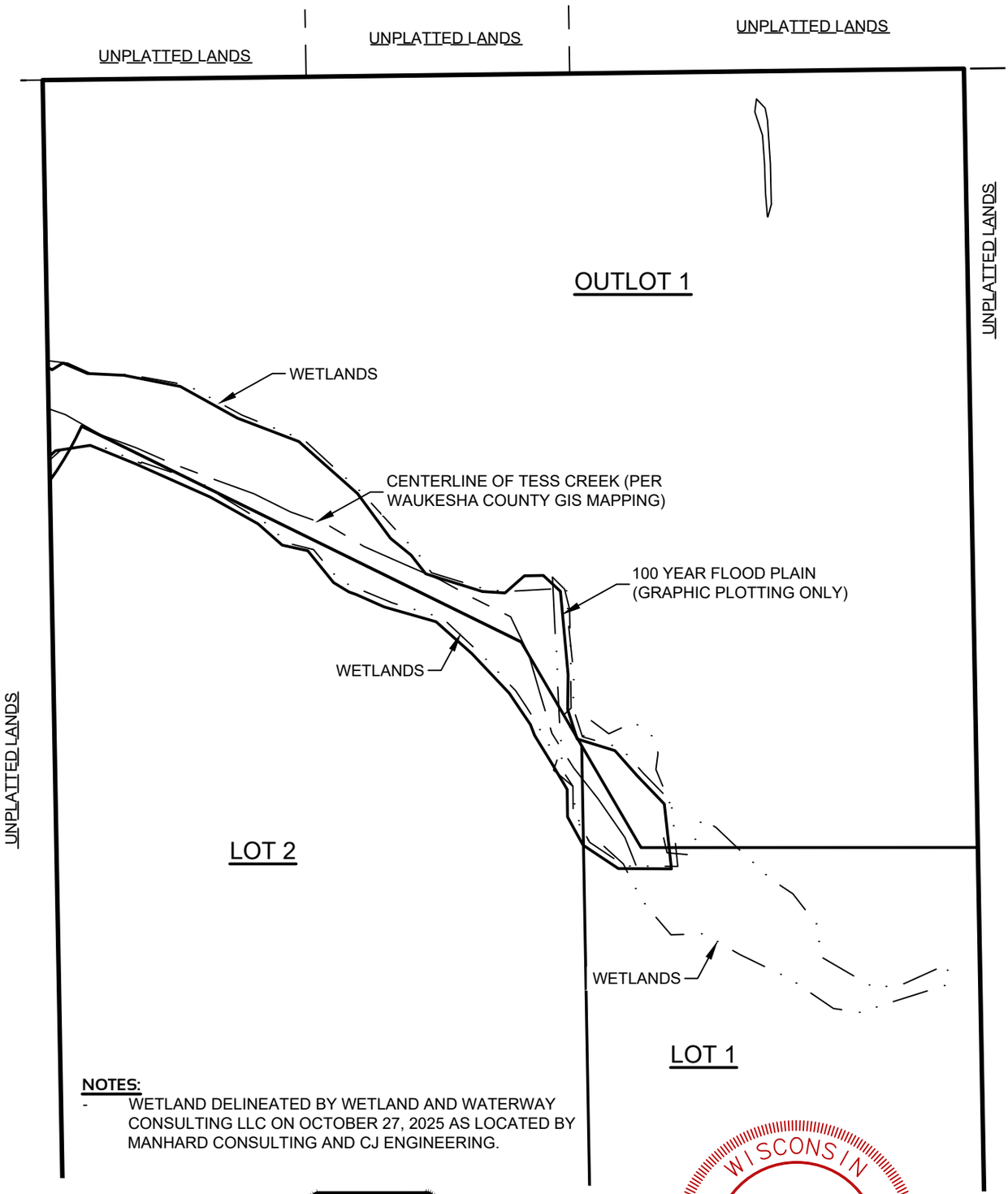
JOB #594.00A

SHEET 5 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

WETLANDS SHOWN FOR REFERENCE ONLY



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

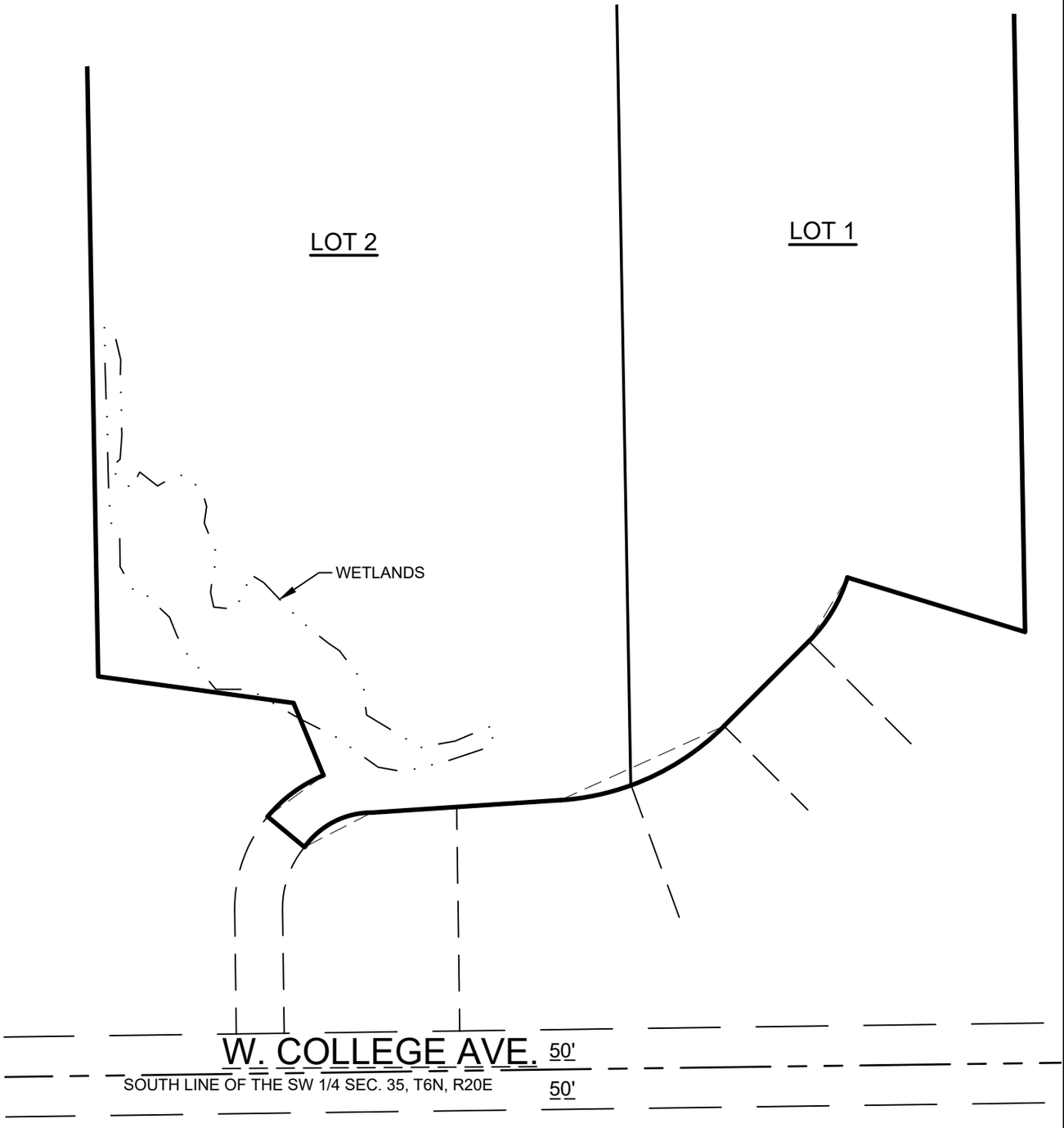
JOB #594.00A

SHEET 6 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

WETLANDS SHOWN FOR REFERENCE ONLY



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 7 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jim I. Morrow, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped that part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35;
Thence North 89°17'17" East along the North line of said Southwest 1/4, 664.89 feet to the Point of Beginning;
Thence continuing North 89°17'17" East along said North line, 1162.51 feet;
Thence South 01°01'32" East, 2108.90 feet along the east line of the west 30 acres of the east 1/2 of said Southwest 1/4;
Thence North 72°57'46" West, 232.99 feet to a point on a curve and easterly extension of the North line of Certified Survey Mao No. 2256, 5004, and 1565;
Thence southwesterly 94.36 feet along said arc of a curve and said easterly extension to the right whose radius is 192.23 feet and whose chord bears South 31°09'00" West, 93.43 feet to a point on the north line of Certified Survey Map No. 2256 and the easterly extension of the north line of Certified Survey Map No. 5004 and 1565;
Thence South 45°01'37" West along said north line and said easterly extension, 150.00 feet to a point on a curve;
Thence southwesterly 230.11 feet continuing along said North line, easterly extension, and said arc of a curve to the right whose radius is 320.00 feet and whose chord bears South 65°37'38" East, 225.18 feet;
Thence South 86°13'46" West, 130.22 feet along the north line of Certified Survey Map No. 5004 and easterly extension of the north line of Certified Survey Map No. 1565;
Thence South 86°13'46" West along the north line of Certified Survey Map No. 1565, 106.39 feet to a point on a curve;
Thence southwesterly 98.70 feet along the arc of a curve to the left and said north line whose radius is 103.13 feet and whose chord bears South 62°54'40" West, 94.98 feet;
Thence North 50°24'08" West, 60.00 feet to a point on a curve and east line of Parcel a of said Certified Survey Map No. 1565;
Thence northeasterly 87.87 feet along the arc of a curve to the right whose radius is 180.00 feet and whose chord bears North 53°35'02" East, 87.00 feet;
Thence North 22°25'52" West, 98.00 feet;
Thence North 82°14'30" West, 247.16 feet to the west line of the east 1/2 of the west 1/2 of said Southwest 1/4;
Thence North 01°01'51" West, 2150.08 feet along the west line of the east 1/2 of the west 1/2 of said Southwest 1/4 to the Point of Beginning.

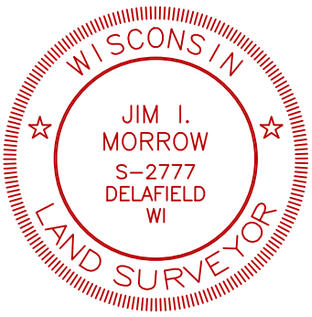
Containing 2,570,053 square feet (59.0003 acres) of land, more or less.

That I have made such survey, land division and map by the direction of BAAS Farm, LLC., owner of said land.

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

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

Date: May 28, 2026



Jim I. Morrow
Professional Land Surveyor S-2777

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

BAAS Farm, LLC., a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

BAAS Farm, LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of New Berlin

IN WITNESS WHEREOF, the said BAAS FARM LLC has caused these presents to be signed by (name - print) _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of: BAAS FARM LLC

_____
Name (signature) - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named BAAS FARM LLC., to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

May 29, 2026

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 9 OF 10

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

May 29, 2026

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 10 OF 10

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / 2-Lot Certified Survey Map**	
LOCATION:	**Tax Key #: 1291.994**	
REQUEST:	**Approval of a 2-Lot Certified Survey Map**	
REVIEW SCHEDULE:	**CSM Received:**	**5/29/2026**
	Completeness Determination:	**6/01/2026**
	90-day time limit expires:	**8/27/2026**
	Final Common Council Action:	**7/28/2026**
D.R.C. RECOMMENDATION:	**Recommend to Common Council approval of a 2-Lot Certified Survey Map for the property located at the address/tax key # presented above and subject to the application, plans on file and the following conditions:**	

PLANNING

1. **Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.**
    a. **A detailed mark-up drawing was sent to the applicant.**
2. **A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.**
3. **The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.**
4. **Applicants and/or property owners shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.**
5. **City Engineer to review final lot layout and ensure proper dedication of any right-of-way based on the construction plans.**

ENGINEERING

6. **The CSM will need to show proposed easements for public utilities and trail / sidewalk easements. The locations of these have not been identified yet. The following notes shall be placed on the CSM:**
    a. **The proposed road (Wood's Edge Road, located on the east side of Moorland Road) along the south property line is within the 25' dedicated utility easement. Applicant and adjacent property owners shall coordinate to dedicate a new location for the trail to extend to the western property line. Proposed road cross section shall include a sidepath (on road and off road).**
    b. **The City will require proof of easement (for utilities) for the driveway if the full road is not installed at this time.**
    c. **The City will require the developer to prepare a CSM(s) with dedication of the full right-of-way for all parcels adjacent to CTY O (Moorland Road) and along the**

proposed road (Wood's Edge Road, located on the east side of Moorland Road).

d. Provide a cul-de-sac (or roundabout) on the proposed road within the public right-of-way which will abut the private entrance to Rockwell, per Section 235-23F of the Subdivision Code, Stub streets.

7. Traversable access will need to be maintained over the sanitary sewer main to the south or the plan should show abandoning this main and adding a new main to the east. Connection to the south would be a lateral. The pond is currently shown in this location.

SEWER UTILITY

8. Sanitary should flow to the east and connect in the same area as watermain option 1(5) on the utility proposal. Proposed sanitary connection (4) is too close to the retention pond.

WATER UTILITY

9. Dual connection is necessary. Recommend northern connection point 1 at existing 12" main and connection point 5 (option 1) listed on the preliminary utility proposal. Fire should also review to determine hydrant need around the facility.

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of July 15, 2026

Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc.
2-Lot Certified Survey Map
Address: See list in Executive Summary

DATE STAFF REPORT PREPARED: June 12, 2026

APPLICANT / OWNER(S): Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / Owners:

Tax Key #: 1291.994 [Raymond E. Saltzmann, Marie L. Nielsen – 37.13 Acres]

REQUEST / DESCRIPTION OF PROJECT: Approval of a 2-Lot Certified Survey Map for the property located at the parcel listed above.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/29/2026

DATE OF COMPLETENESS DETERMINATION: 6/01/2026

PRE-APPLICATION CONFERENCE HELD: Yes
Date(s) of Meeting(s): Several meetings
Site Visit(s): 4/30/2026

CONCEPTUAL PLAN: CSM attached.

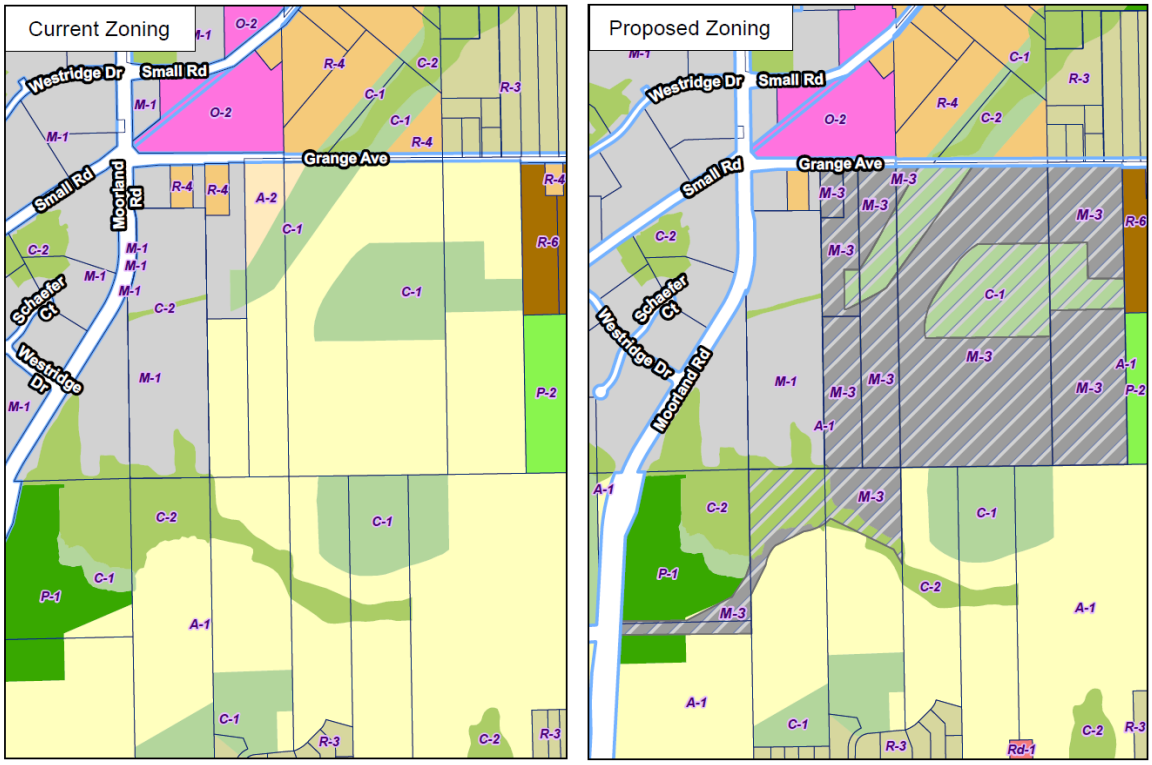
SIZE OF DEVELOPMENT / PARCEL(S):
Tax Key #: 1291.994 [Raymond E. Saltzmann, Marie L. Nielsen – 37.13 Acres]

CURRENT ZONING: A-1, C-1 & C-2

CURRENT LAND USE: Agriculture

PROPOSED ZONING: A-1, M-3/PUD, C-1/SCA, & C-2/SCA
DCD will add a Special Conditions Apply. Special Conditions Apply to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 (Section 34-35 Business Park Development District) Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply.

Zoning Comparison Map



PROPOSED LAND USE:
The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay will be prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative, and operational support uses.

PROPOSED LOT SIZE:
Lot 1: 25.7272 Acres
Outlot 1: 11.4041 Acres

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3/R-4/O-2/C-1/C-2	Land Use: Costco/Single-Family Residential
South: Zoning: A-1/R-3/C-1/C-2	Land Use: Agricultural/Single-Family Residential
East: Zoning: A-1/R-6/P-2	Land Use: Agricultural/Soccer Field/Theofila Estates Subdivision/Thomson Hollow Subdivision
West: Zoning: A-1/M-1/P-1/C-1/C-2	Land Use: Golf Range/Westridge Business Park/East Moorland Road Business Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, this submittal meets the intent of this Chapter. The Future Land Use Map amendment from "Urban Residential" to "Business Park / Industrial" for the norther portion of this development (See application # CP-2600598) is consistent with the City's desire for a unified campus development. This will allow the developer to preserve large areas of environmental corridor and trees, which will provide natural buffers to the residential areas and make the business park development less intrusive to the adjoining neighborhoods. This will provide for high-quality economic development not only for the City, but the region.

ZONING CODE (Chapter 275): Yes, will meet all the requirements of Chapters 275-35B(6), 275-32B(1), 275-36(2), 275-37B (3) & (4), and 275-37E(3) of the Zoning Code.

DEVELOPMENT CODE (Chapter 235): Yes

REZONING REQUIRED: Yes, see application File #: RZ-2600597.

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Not for the CSM.

USE / SITE / ARCHITECTURAL REVIEW:
Use Approval Required: Not for the CSM.
Site Plan Required: Yes, see attached CSM.
Architectural Review Required: N/A

PROPOSED ARCHITECTURE: N/A

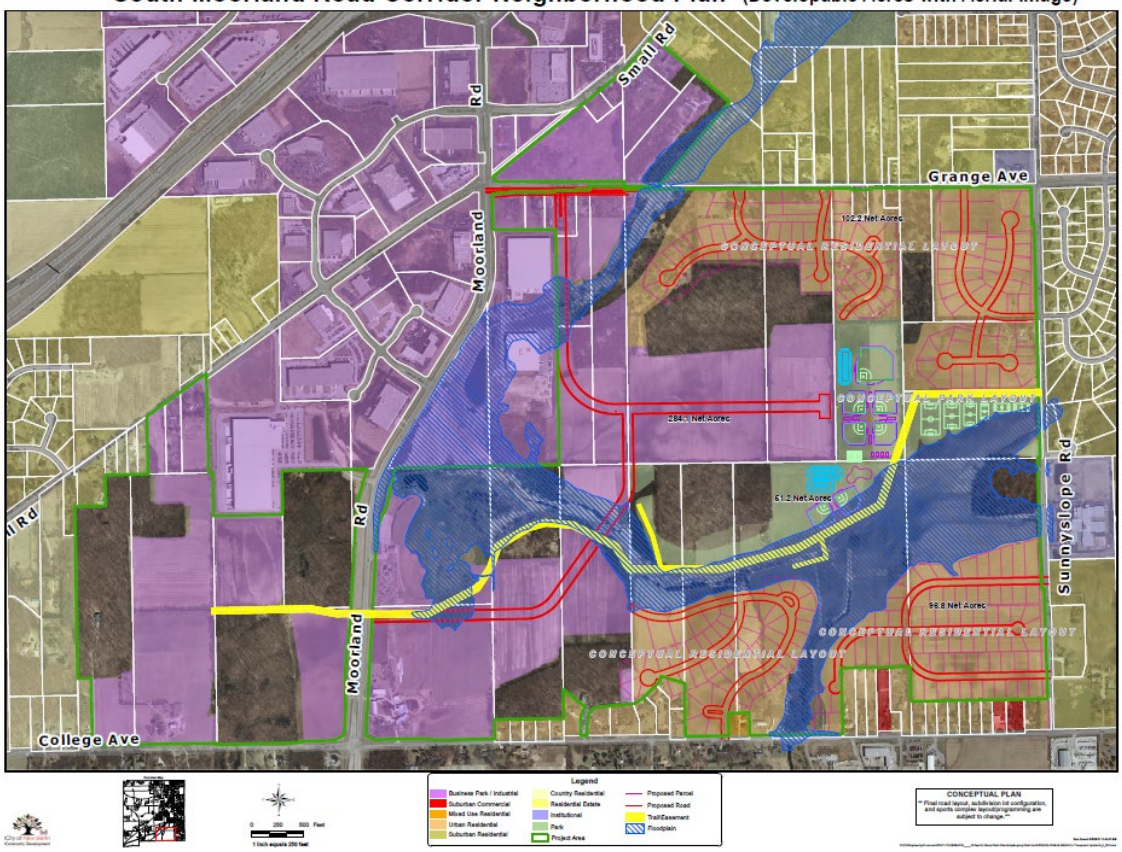
UNIQUE SITE CHARACTERISTICS:
Environmental Corridor: Yes, Environmental Corridor.
Wetland On Property: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.
Conservancy Districts (C-1, C-2): Yes, C-1 and C-2.
NRCS Map Classification: N/A
Floodplain: Yes
Topography / Geologic: The entire site slopes towards the valley in the middle. There are steep slopes near Grange Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: Incorporate sidepath with extension of Woods Edge Road. Applicant will dedicate the right-of-way as part of future CSMs. The City will work with the applicant as to the placement of the on-road bike paths.

PARK & OPEN SPACE PLAN:
Table 7: Public Park and Recreation Facilities, identifies a community park in Section 35.
Table 8: Public Trails, identifies a planned City trail within Section 35.

- This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.
- Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these off-road trails.

South Moorland Road Corridor Neighborhood Plan (Developable Acres with Aerial Image)



NATURAL RESOURCES PROTECTION: Will be reviewed with the Use, Site and Architecture application. (See application file #: UA-2601030)
Limits of Disturbance (LOD): N/A
Wildlife Habitat Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.

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. They have included a conceptual storm water plan. Additional detailed reports will be submitted at the time of Use, Site and Architecture application.

SANITARY SEWER PROVISION:
Within Current Sewer Service Area: Yes
Basin Capacity Available: Yes
Adequate Linkage: Will be determined during the Use, Site and Architecture application.
Onsite System Required: Not required as these properties are within the MMSD Current Sewer Service Area.

WATER USAGE CALC.: Not applicable for a CSM. Will be determined at the time of building permit.

TRAFFIC IMPACT: The applicant submitted a Traffic Impact Analysis dated January 28, 2026. Please refer to the application file #: RZ-2600597 staff report for additional information.

SCHOOL DISTRICT IMPACT: N/A
Notice Sent to Affected School District(s): No

PREVIOUS ACTION (PRIOR TO ROCKWELL DEVELOPMENT):
No formal applications for development have been submitted on the parcels except for the driving range, which will remain.

PREVIOUS ACTION: SOUTH MOORLAND ROAD (SECTION 35) COMPREHENSIVE PLAN AMENDMENTS:
Approximately two years of public comment and 29 meetings were held with those interested in the Comprehensive Plan Amendments for Chapter 10, 17, and 18 to plan for the Section 35 / South Moorland Road Corridor area.

- **12/1/2014** Staff presented a memo to the Plan Commission dated November 10, 2014 summarizing the Section 35 Master Planning Update.
- **3/28/2015** Staff began holding the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours." Office hours continued through June. Upwards of 12,000 postcards were sent out to residents in the City of New Berlin notifying them of the office hours held in June.
- **4/08/2015** Staff notified the Plan Commission of the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours".
- **5/5/2015** Plan Commission requested the Common Council set a Public Hearing date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- **7/28/2015** Common Council set a date for a Public Hearing for the amendments.
- **8/24/2015** Special Plan Commission Meeting - Commission presentation & discussion on recommendations and action.
- **9/9/2015** Public Hearing
- **10/5/2015** Plan Commission action & recommendation to Council
- **10/13/2015** Common Council action to approve.

PREVIOUS ACTION: SOUTH MOORLAND ROAD CORRIDOR (SECTION 35) ZONING CODE AMENDMENTS:
The Plan Commission adopted amendments to the Zoning Code reflecting the Comprehensive Plan amendments above, which established a new Zoning District for this area of the City, which was the M-3, Section 35 Business Park Development District.

- **12/17/2015** Plan Commission held a public hearing.
- **1/6/2016** Plan Commission approved the amendments.
- **1/12/2016** Common Council approved the amendment.

PREVIOUS ACTION: ROCKWELL AUTOMATION DEVELOPMENT:
- **4/14/2026** Common Council set the date for a joint public hearing on June 1, 2026, for a Rezoning and Comprehensive Plan amendment for Rockwell. Common Councial also authorized an agreement to hire Ehlers & Associates to prepare a TID Project Plan for Tax Incremental District # 6. Further information will follow.
- **5/13/2026** Neighborhood meeting for Rockwell.
- **6/1/2626** Plan Commission held a joint public hearing on the rezoning/PUD and comprehensive plan amendment requests.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

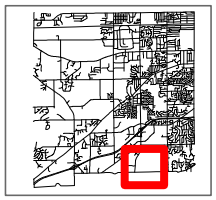
1. Per § 275-35D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the M-3 District. The proposed lot meets these minimum lot dimensions.
2. The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay has been prepared to accommodate an advanced manufacturing campus which may include: manufacturing and assembly operations, warehousing and distribution functions, office, administrative and operational support uses.
3. A Special Conditions Apply overlay will be added to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply. The C-2 boundary shall apply where there is no wetland registration showing on the property."
4. The Outlot shall have the following notes on the CSM:
    a. The Lots subject to this CSM request are part of an existing Lot of record. Proposed Lot 1 will share common ownership with the adjacent parcel located at Tax Key #: 1288.997 and remain under the Raymond E. Saltzmann and Marie L. Nielsen ownership.
    b. Outlot shall maintain an Outlot status until such time the lot has access to right-of-way. Outlot 1 will become part of the Rockwell Automation Campus as part of a final CSM.

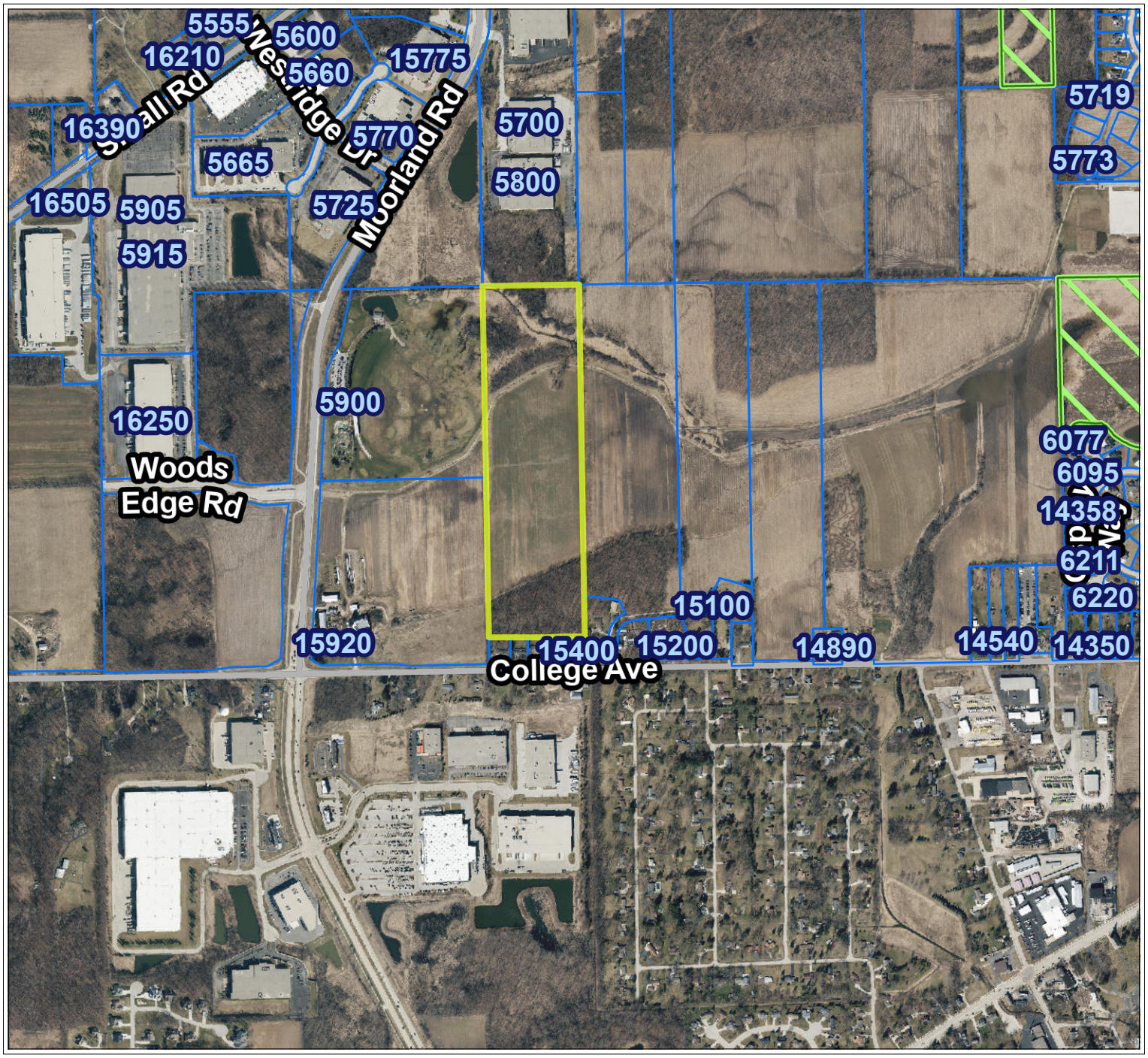
D.R.C. RECOMMENDATION: Recommend to Common Council approval of a 2-Lot Certified Survey Map for the property located at the addresses/tax key # presented above and subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:
Location Map
CSM

City of New Berlin
Community Development

LD-2601027
2-Lot CSM (Saltzmann/Nielsen)





Parcels
Road Right-of-Way
Conservation Easement
Environmental Corridor

Floodplain FEMA DFIRM
FEMA DFIRM - Zone A
FEMA DFIRM - Zone AE
FEMA DFIRM - 0.2% Chance

Wetland

Zoning Wetland Registration
Registered Wetland
Outside Wetland

Zoning Overlay
PUD
Special Conditions Apply
SPO

Zoning Boundaries

N

0 485 970
ft

Scale is estimate - not survey

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

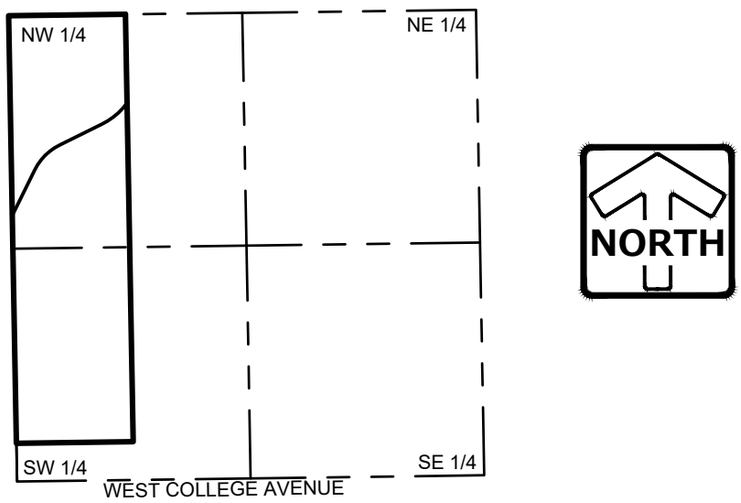
CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

Prepared for:
RAYMOND E SALTZMANN
& MARIE L NIELSEN
15920 W COLLEGE AVE.,
MUSKEGO, WI 53150

Subject Property
Tax Key Numbers: NBC 1291994

VICINITY SKETCH
SCALE 1"=1000'
SW 1/4, SEC. 35-6-20



NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East which has a bearing of N89°17'17"E.
- Wetland delineated by Wetland and Waterway Consulting LLC on October 27, 2025 as located by Manhard Consulting and CJ Engineering.

May 29, 2026

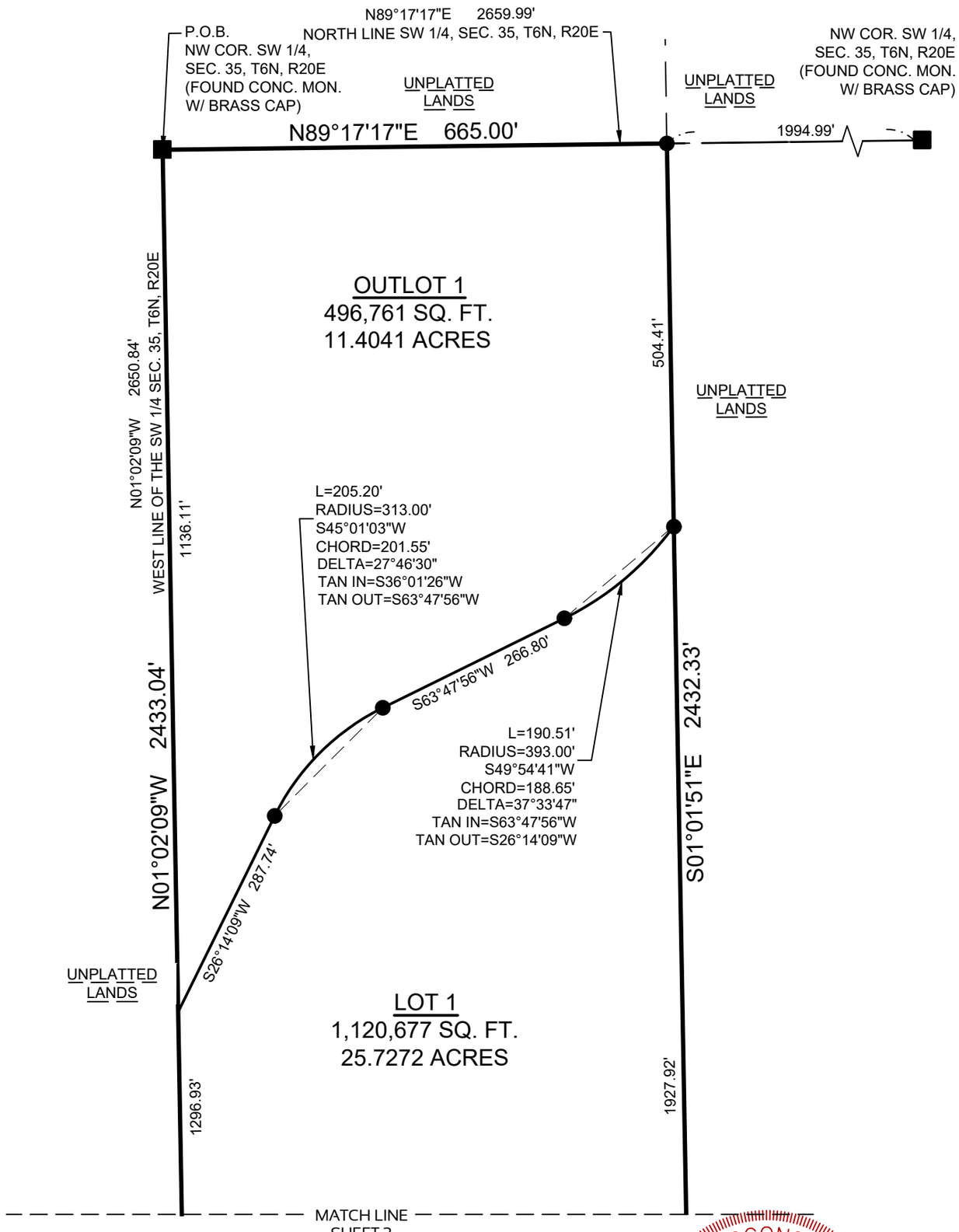
PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

DRAFTED BY: GSS
JOB #594.00A
SHEET 1 OF 9

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

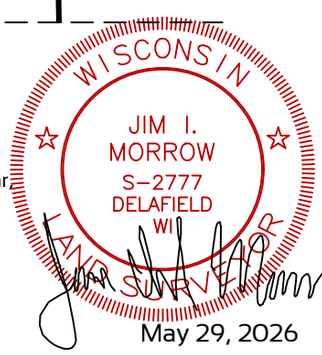


LEGEND

- Found 3/4" Iron Rebar
- Set 3/4" X 18" Iron Rebar 1.5 LBS/LFT.

GRAPHICAL SCALE (FEET)

0 1"=180' 360'



May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

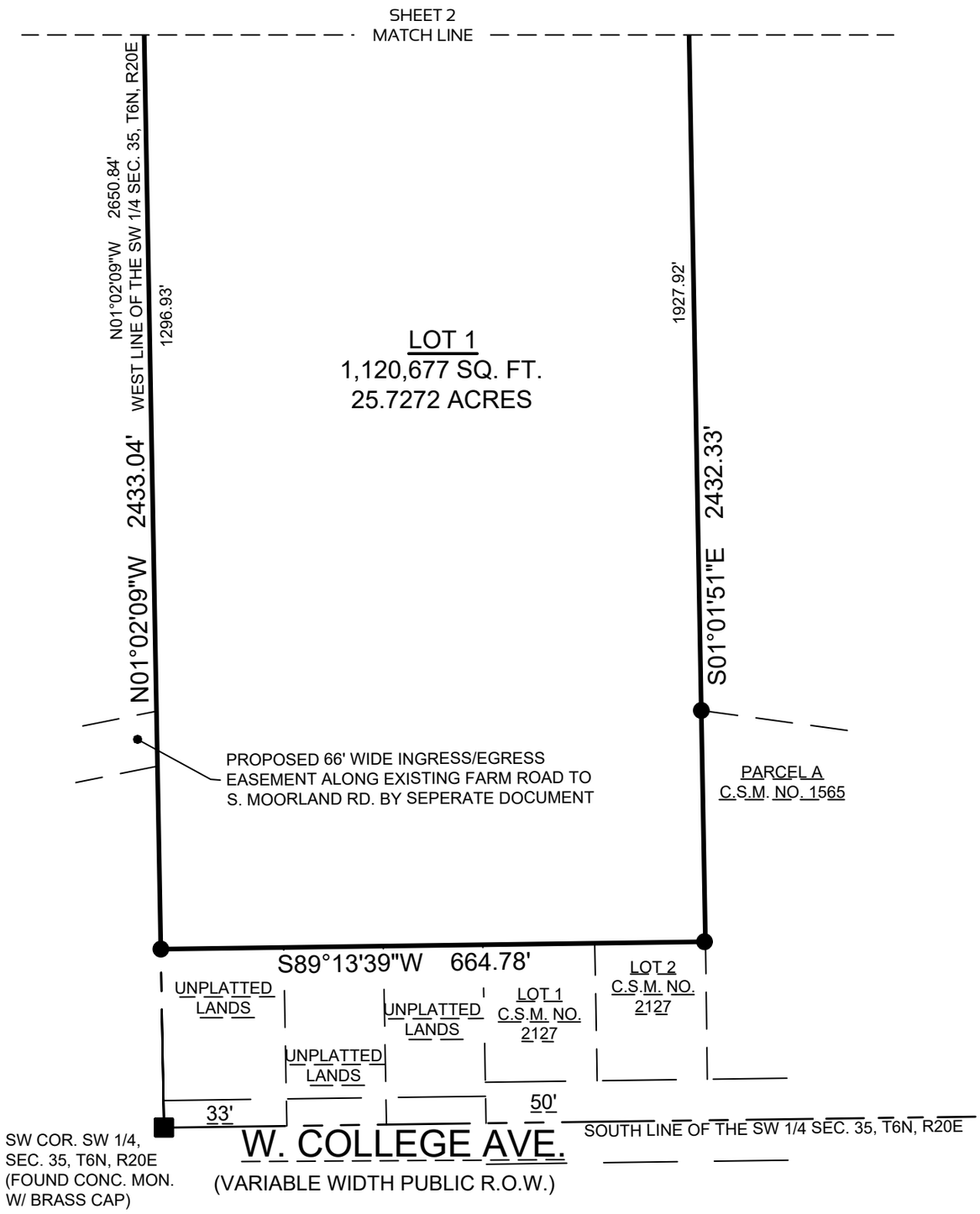
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 2 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NORTH

LEGEND

● Set 3/4" X 18" Iron Rebar 1.5 LBS/LFT.

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

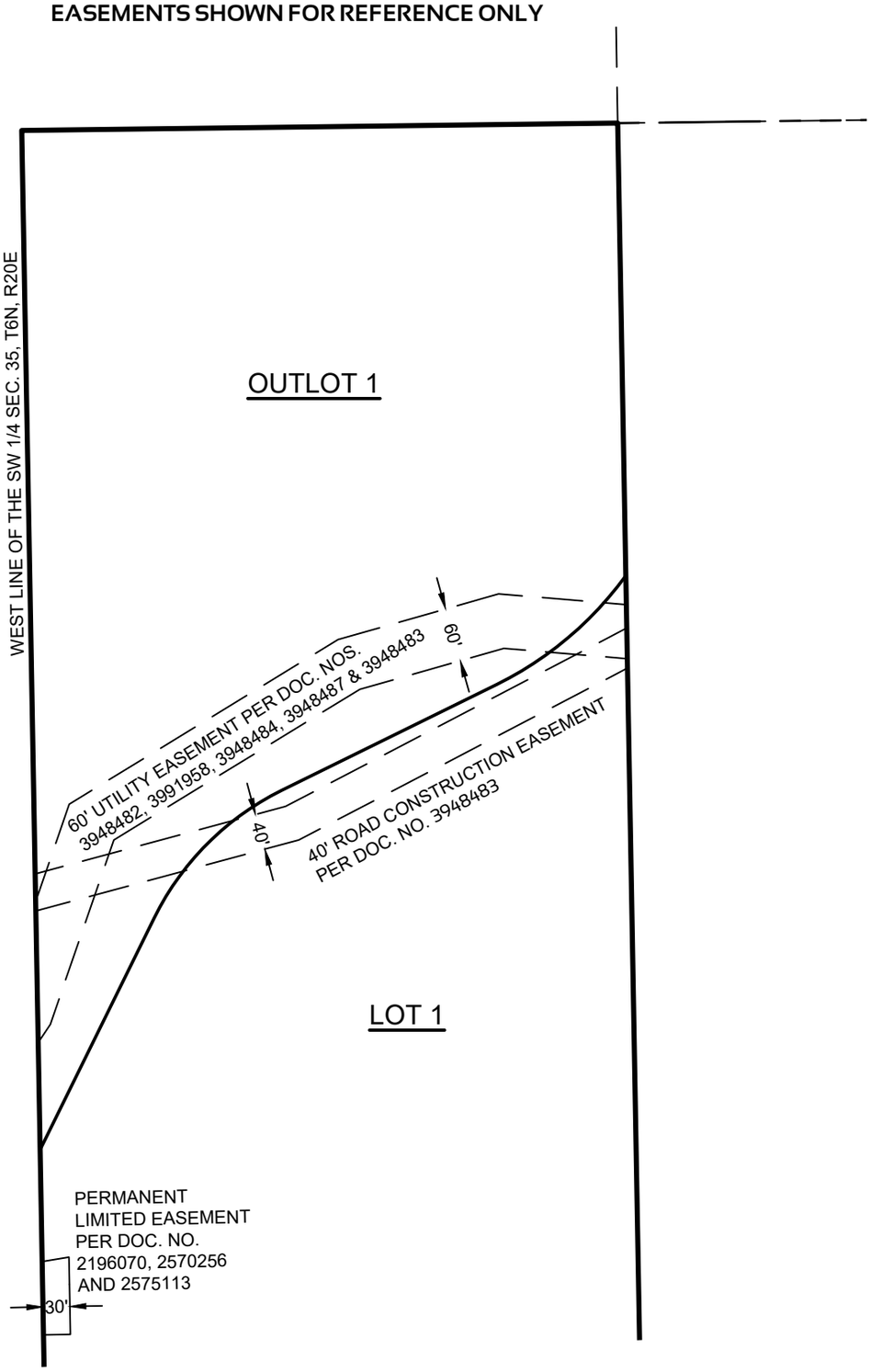
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 3 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

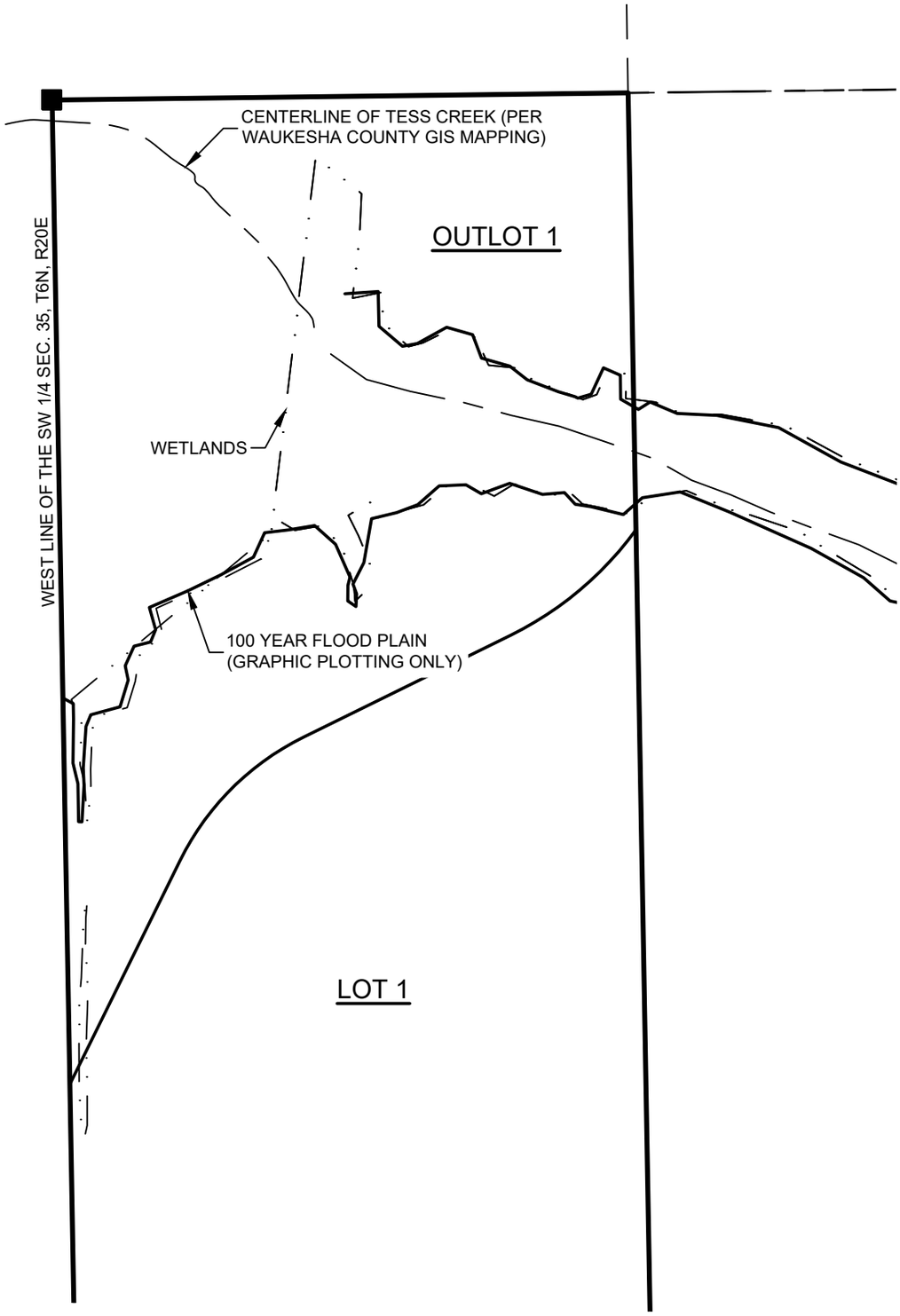
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

WETLANDS SHOWN FOR REFERENCE ONLY



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 5 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jim I. Morrow, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped that part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 35;
Thence North 89°17'17" East along the North line of said Southwest 1/4, 665.00 feet;
Thence South 01°01'51" East along the East line of the West 1/2 of the West 1/2 of said Southwest 1/4, 2432.33 feet;
Thence South 89°13'39" West along the westerly extension of the North line of Certified Survey Map No. 2127, 664.78 feet to the West line of aforesaid Southwest 1/4 of Section 35;
Thence North 01°02'09" West along said west line, 2433.04 feet to the Point of Beginning.

Containing 1,617,438 square feet (37.1313 acres) of land, more or less.

That I have made such survey, land division and map by the direction of Raymond E Saltzmann & Marie I Nielsen, owners of said land.

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

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

Date: May 29, 2026

Jim I. Morrow
Professional Land Surveyor S-2777

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As owners, we hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of New Berlin.

IN WITNESS WHEREOF, the said owners have caused these presents to be signed by Raymond E. Saltzmann and Marie L. Nielsen _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of:

_____
Raymond E. Saltzmann

_____
Marie L. Nielsen

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named Raymond E. Saltzmann and Marie L. Nielsen to me known to be the same persons who executed the foregoing instrument, and acknowledged the same.

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

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 7 OF 9

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____

Date Name - Title

STATE OF _____)

_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

_____

Notary Public

Name:_____

State of _____

My Commission Expires: _____

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

May 29, 2026

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 9 OF 9

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / 3-Lot Certified Survey Map**	
LOCATION:	**15920 W. College Avenue (Tax Key #: 1288.997)**	
	5900 S. Moorland Road (Tax Key #: 1288.999)	
REQUEST:	**Approval of a 3-Lot Certified Survey Map**	
REVIEW SCHEDULE:	**CSM Received:**	**5/29/2026**
	Completeness Determination:	**6/01/2026**
	90-day time limit expires:	**8/27/2026**
	Final Common Council Action:	**7/28/2026**
D.R.C. RECOMMENDATION:	**Recommend to Common Council approval of a 3-Lot Certified Survey Map for the properties located at the addresses/tax key #'s presented above and subject to the application, plans on file and the following conditions:**	

PLANNING

1. **Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.**
    a. **A detailed mark-up drawing was sent to the applicant.**
2. **A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.**
3. **The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.**
4. **Applicants and/or property owners shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.**
5. **City Engineer to review final lot layout and ensure proper dedication of any right-of-way based on the construction plans.**
6. **Waukesha County will require right of way dedication of 50' to continue along the north side of CTH HH (College Ave.). Please contact the County with any questions.**

ENGINEERING

7. **The CSM will need to show proposed easements for public utilities and trail / sidewalk easements. The locations of these have not been identified yet. The following notes shall be placed on the CSM:**
    a. **The proposed road (Wood's Edge Road, located on the east side of Moorland Road) along the south property line is within the 25' dedicated utility easement. Applicant and adjacent property owners shall coordinate to dedicate a new location for the trail to extend to the western property line. Proposed road cross section shall include a sidepath (on road and off road).**

b. **The City will require proof of easement (for utilities) for the driveway if the full road is not installed at this time.**

c. **The City will require the developer to prepare a CSM(s) with dedication of the full right-of-way for all parcels adjacent to CTY O (Moorland Road) and along the proposed road (Wood's Edge Road, located on the east side of Moorland Road).**

d. **Provide a cul-de-sac (or roundabout) on the proposed road within the public right-of-way which will abut the private entrance to Rockwell, per Section 235-23F of the Subdivision Code, Stub streets.**

8. **Traversable access will need to be maintained over the sanitary sewer main to the south or the plan should show abandoning this main and adding a new main to the east. Connection to the south would be a lateral. The pond is currently shown in this location.**

SEWER UTILITY

9. **Sanitary should flow to the east and connect in the same area as watermain option 1(5) on the utility proposal. Proposed sanitary connection (4) is too close to the retention pond.**

WATER UTILITY

10. **Dual connection is necessary. Recommend northern connection point 1 at existing 12" main and connection point 5 (option 1) listed on the preliminary utility proposal. Fire should also review to determine hydrant need around the facility.**

DETAILS IN ATTACHED STAFF REPORT:

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

Meeting of July 15, 2026

Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc.
3-Lot Certified Survey Map
Address: See list in Executive Summary

DATE STAFF REPORT PREPARED: June 12, 2026

APPLICANT / OWNER(S): Patrick Theodossiou with SunCap Property Group, on behalf of Rockwell Automation, Inc. / Owners:

15920 W. College Avenue (Tax Key #: 1288.997) [Virgil A. Saltzmann, Raymond E. Saltzmann – 34.94 Acres]
5900 S. Moorland Road (Tax Key #: 1288.999) [Virgil Saltzmann – 32.18 Acres]

REQUEST / DESCRIPTION OF PROJECT: Approval of a 3-Lot Certified Survey Map for the properties located at the parcels listed above.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/29/2026

DATE OF COMPLETENESS DETERMINATION: 6/01/2026

PRE-APPLICATION CONFERENCE HELD: Yes
Date(s) of Meeting(s): Several meetings
Site Visit(s): 4/30/2026

CONCEPTUAL PLAN: CSM attached.

SIZE OF DEVELOPMENT / PARCEL(S):
15920 W. College Avenue (Tax Key #: 1288.997) [Virgil A. Saltzmann, Raymond E. Saltzmann – 34.94 Acres]

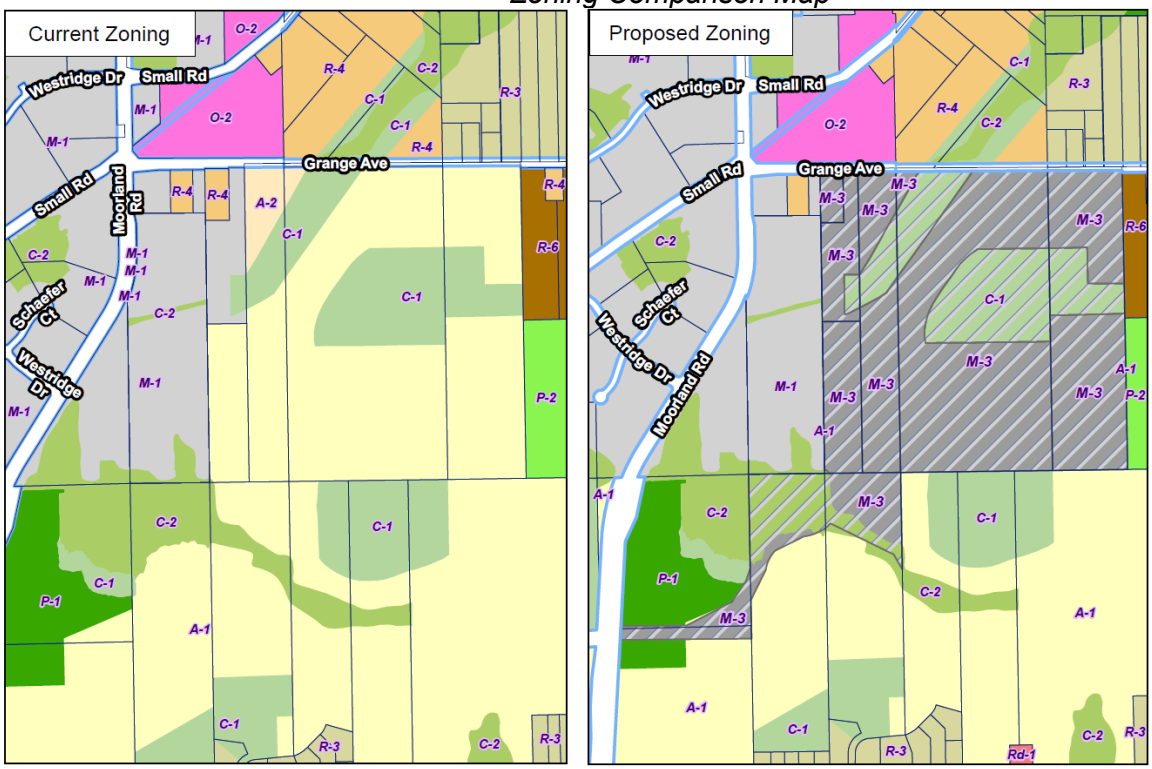
5900 S. Moorland Road (Tax Key #: 1288.999) [Virgil Saltzmann – 32.18 Acres]

CURRENT ZONING: A-1, P-1, C-1 & C-2

CURRENT LAND USE: Agriculture / Moorland Road Golf Center

PROPOSED ZONING: A-1, M-3/PUD, P-1, C-1/SCA, & C-2/SCA
DCD will add a Special Conditions Apply. Special Conditions Apply to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 (Section 34-35 Business Park Development District) Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply.

Zoning Comparison Map



PROPOSED LAND USE:
The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay will be prepared to accommodate an advanced manufacturing campus which may include manufacturing and assembly operations, warehousing and distribution functions, office, administrative, and operational support uses.

PROPOSED LOT SIZE:
South Half (After this 3-Lot CSM is recorded subject to this staff report)
Lot 1: 30.3073 Acres
Lot 2: 31.6876 Acres
Outlot 1: 5.5681 Acres

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North: Zoning: R-3/R-4/O-2/C-1/C-2	Land Use: Costco/Single-Family Residential
South: Zoning: A-1/R-3/C-1/C-2	Land Use: Agricultural/Single-Family Residential
East: Zoning: A-1/R-6/P-2	Land Use: Agricultural/Soccer Field/Theofila Estates Subdivision/Thomson Hollow Subdivision
West: Zoning: A-1/M-1/P-1/C-1/C-2	Land Use: Golf Range/Westridge Business Park/East Moorland Road Business Park

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes, this submittal meets the intent of this Chapter. The Future Land Use Map amendment from "Urban Residential" to "Business

Park / Industrial" for the norther portion of this development (See application # CP-2600598) is consistent with the City's desire for a unified campus development. This will allow the developer to preserve large areas of environmental corridor and trees, which will provide natural buffers to the residential areas and make the business park development less intrusive to the adjoining neighborhoods. This will provide for high-quality economic development not only for the City, but the region.

ZONING CODE (Chapter 275): Yes, will meet all the requirements of Chapters 275-35B(6), 275-32B(1), 275-36(2), 275-37B (3) & (4), and 275-37E(3) of the Zoning Code.

DEVELOPMENT CODE (Chapter 235): Yes

REZONING REQUIRED: Yes, see application File #: RZ-2600597.

CONDITIONAL USE REQUIRED: No

PUBLIC HEARING REQUIRED: Not for the CSM.

USE / SITE / ARCHITECTURAL REVIEW:
Use Approval Required: Not for the CSM.
Site Plan Required: Yes, see attached CSM.
Architectural Review Required: N/A

PROPOSED ARCHITECTURE: N/A

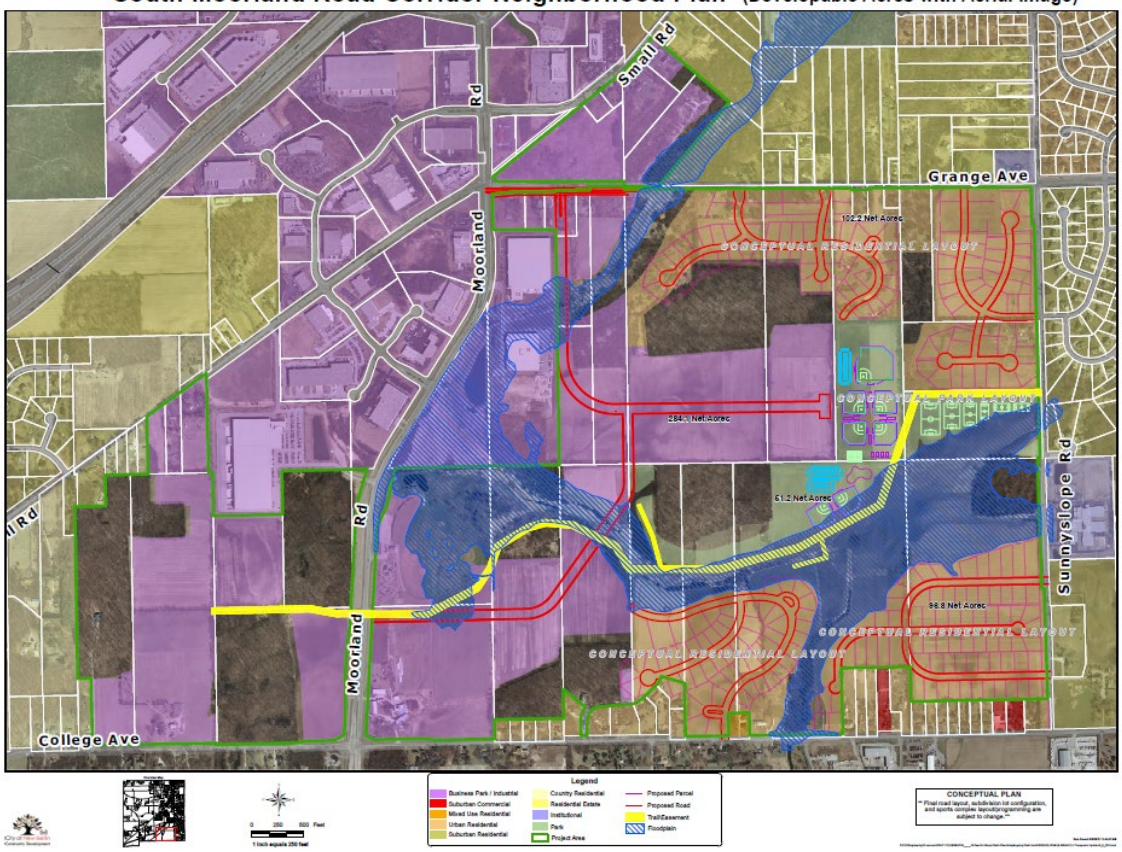
UNIQUE SITE CHARACTERISTICS:
Environmental Corridor: Yes, Environmental Corridor.
Wetland On Property: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.
Conservancy Districts (C-1, C-2): Yes, C-1 and C-2.
NRCS Map Classification: N/A
Floodplain: Yes
Topography / Geologic: The entire site slopes towards the valley in the middle. There are steep slopes near Grange Avenue.

BIKE & PEDESTRIAN FACILITIES PLAN: Incorporate sidepath with extension of Woods Edge Road. Applicant will dedicate the right-of-way as part of future CSMs. The City will work with the applicant as to the placement of the on-road bike paths.

PARK & OPEN SPACE PLAN:
Table 7: Public Park and Recreation Facilities, identifies a community park in Section 35.
Table 8: Public Trails, identifies a planned City trail within Section 35.

- This trail is accounted for along the City's utility easement. The trail will transition to public use as parcels develop. Where the trail is along the extension of Woods Edge Road a sidepath will be incorporated. Where the trail is not along the public road right-of-way, the utility easement will be updated to reflect that the section is now public if located on Rockwell's property.
- Paved trails shall be required to connect this lot to the public trail and/or park. The City will work with the applicant as to the placement of these off-road trails.

South Moorland Road Corridor Neighborhood Plan (Developable Acres with Aerial Image)



NATURAL RESOURCES PROTECTION: Will be reviewed with the Use, Site and Architecture application. (See application file #: UA-2601030)
Limits of Disturbance (LOD): N/A
Wildlife Habitat Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Yes, a wetland delineation report dated January 7, 2026, has been prepared by Dave Meyer with Wetland & Waterway Consulting, LLC.

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. They have included a conceptual storm water plan. Additional detailed reports will be submitted at the time of Use, Site and Architecture application.

SANITARY SEWER PROVISION:
Within Current Sewer Service Area: Yes
Basin Capacity Available: Yes
Adequate Linkage: Will be determined during the Use, Site and Architecture application.
Onsite System Required: Not required as these properties are within the MMSD Current Sewer Service Area.

WATER USAGE CALC.: Not applicable for a CSM. Will be determined at the time of building permit.

TRAFFIC IMPACT: The applicant submitted a Traffic Impact Analysis dated January 28, 2026. Please refer to the application file #: RZ-2600597 staff report for additional information.

SCHOOL DISTRICT IMPACT: N/A
Notice Sent to Affected School District(s): No

PREVIOUS ACTION (PRIOR TO ROCKWELL DEVELOPMENT):
No formal applications for development have been submitted on the parcels except for the driving range, which will remain.

PREVIOUS ACTION: SOUTH MOORLAND ROAD (SECTION 35) COMPREHENSIVE PLAN AMENDMENTS:
Approximately two years of public comment and 29 meetings were held with those interested in the Comprehensive Plan Amendments for Chapter 10, 17, and 18 to plan for the Section 35 / South Moorland Road Corridor area.

- **12/1/2014** Staff presented a memo to the Plan Commission dated November 10, 2014 summarizing the Section 35 Master Planning Update.
- **3/28/2015** Staff began holding the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours." Office hours continued through June. Upwards of 12,000 postcards were sent out to residents in the City of New Berlin notifying them of the office hours held in June.
- **4/08/2015** Staff notified the Plan Commission of the South Moorland Road Corridor – Neighborhood Plan – "Staff Open Office Hours".
- **5/5/2015** Plan Commission requested the Common Council set a Public Hearing date for June 29, 2015 (Note: item tabled at the May 12, 2015 Common Council meeting in order to provide more time for discussions with the property owners).
- **7/28/2015** Common Council set a date for a Public Hearing for the amendments.
- **8/24/2015** Special Plan Commission Meeting - Commission presentation & discussion on recommendations and action.
- **9/9/2015** Public Hearing
- **10/5/2015** Plan Commission action & recommendation to Council
- **10/13/2015** Common Council action to approve.

PREVIOUS ACTION: SOUTH MOORLAND ROAD CORRIDOR (SECTION 35) ZONING CODE AMENDMENTS:
The Plan Commission adopted amendments to the Zoning Code reflecting the Comprehensive Plan amendments above, which established a new Zoning District for this area of the City, which was the M-3, Section 35 Business Park Development District.

- **12/17/2015** Plan Commission held a public hearing.
- **1/6/2016** Plan Commission approved the amendments.
- **1/12/2016** Common Council approved the amendment.

PREVIOUS ACTION: ROCKWELL AUTOMATION DEVELOPMENT:
- **4/14/2026** Common Council set the date for a joint public hearing on June 1, 2026, for a Rezoning and Comprehensive Plan amendment for Rockwell. Common Councial also authorized an agreement to hire Ehlers & Associates to prepare a TID Project Plan for Tax Incremental District # 6. Further information will follow.
- **5/13/2026** Neighborhood meeting for Rockwell.
- **6/1/2626** Plan Commission held a joint public hearing on the rezoning/PUD and comprehensive plan amendment requests.

CONSISTENCY WITH PREVIOUS ACTION: Yes

FINDINGS:

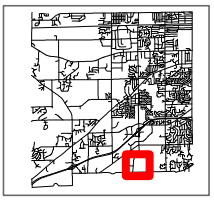
1. Per § 275-35D, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the M-3 District. The proposed lot meets these minimum lot dimensions.
2. The proposed facility will be operated by Rockwell Automation, Inc. A Planned Unit Development Overlay has been prepared to accommodate an advanced manufacturing campus which may include: manufacturing and assembly operations, warehousing and distribution functions, office, administrative and operational support uses.
3. A Special Conditions Apply overlay will be added to the GIS Zoning Map layer to reflect that this lot shall adhere to the M-3 Zoning District. Per Zoning Code Section 275-37E(3) "for purposes of the setback and other land use provisions of this chapter, the registered wetland boundary shall apply. The C-2 boundary shall apply where there is no wetland registration showing on the property."
4. The following utility easements are located on these parcels: DOC #'s: 3948484, 3948482 and 3991958.
5. The Outlot shall have the following notes on the CSM:
    a. The Lots subject to this CSM request are part of two existing Lots of record. Proposed Lot 1 and Lot 2 will remain under the Raymond E. Saltzmann and Marie L. Nielsen ownership.
    b. Outlot1 shall maintain an Outlot status until such time the lot has access to right-of-way. Outlot 1 will become part of the Rockwell Automation Campus as part of a final CSM.

D.R.C. RECOMMENDATION: Recommend to Common Council approval of a 3-Lot Certified Survey Map for the properties located at the addresses/tax key #'s presented above and subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:
Location Map
CSM

City of New Berlin
Community Development

LD-2601028
3-Lot CSM (Saltzmann)



Parcels
Road Right-of-Way
Conservation Easement
Environmental Corridor

Floodplain FEMA DFIRM
FEMA DFIRM - Zone A
FEMA DFIRM - Zone AE
FEMA DFIRM - 0.2% Chance

Wetland

Zoning Wetland Registration
Registered Wetland
Outside Wetland

Zoning Overlay
PUD
Special Conditions Apply
SPO

Zoning Boundaries

N

0 290 580
ft

Scale is estimate - not survey

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

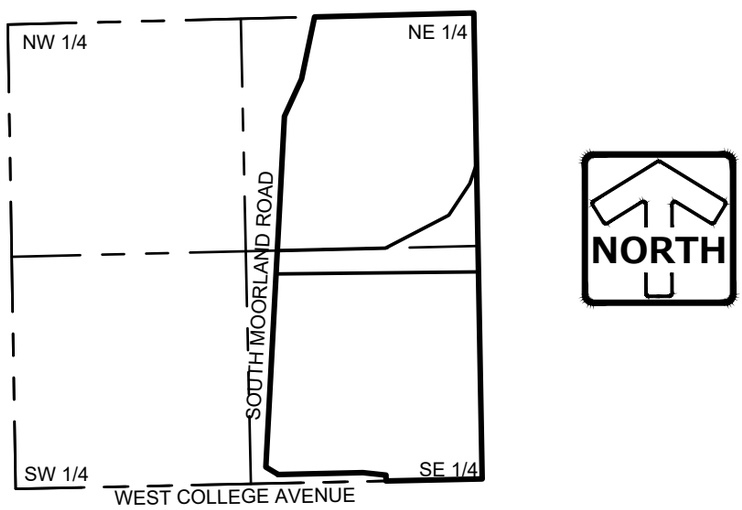
CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

Subject Property
Tax Key Numbers: NBC 1288999 & NBC 1288997

Prepared for:
RAYMOND E SALTZMANN
& VIRGIL A SALTZMANN
15920 W COLLEGE AVE.,
MUSKEGO, WI 53150

VICINITY SKETCH
SCALE 1"=1000'
SE 1/4 SEC. 34-6-20



NOTES:
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East which has a bearing of N88°34'51"E.
- Wetland delineated by Wetland and Waterway Consulting LLC on October 27, 2025 as located by Manhard Consulting and CJ Engineering.

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

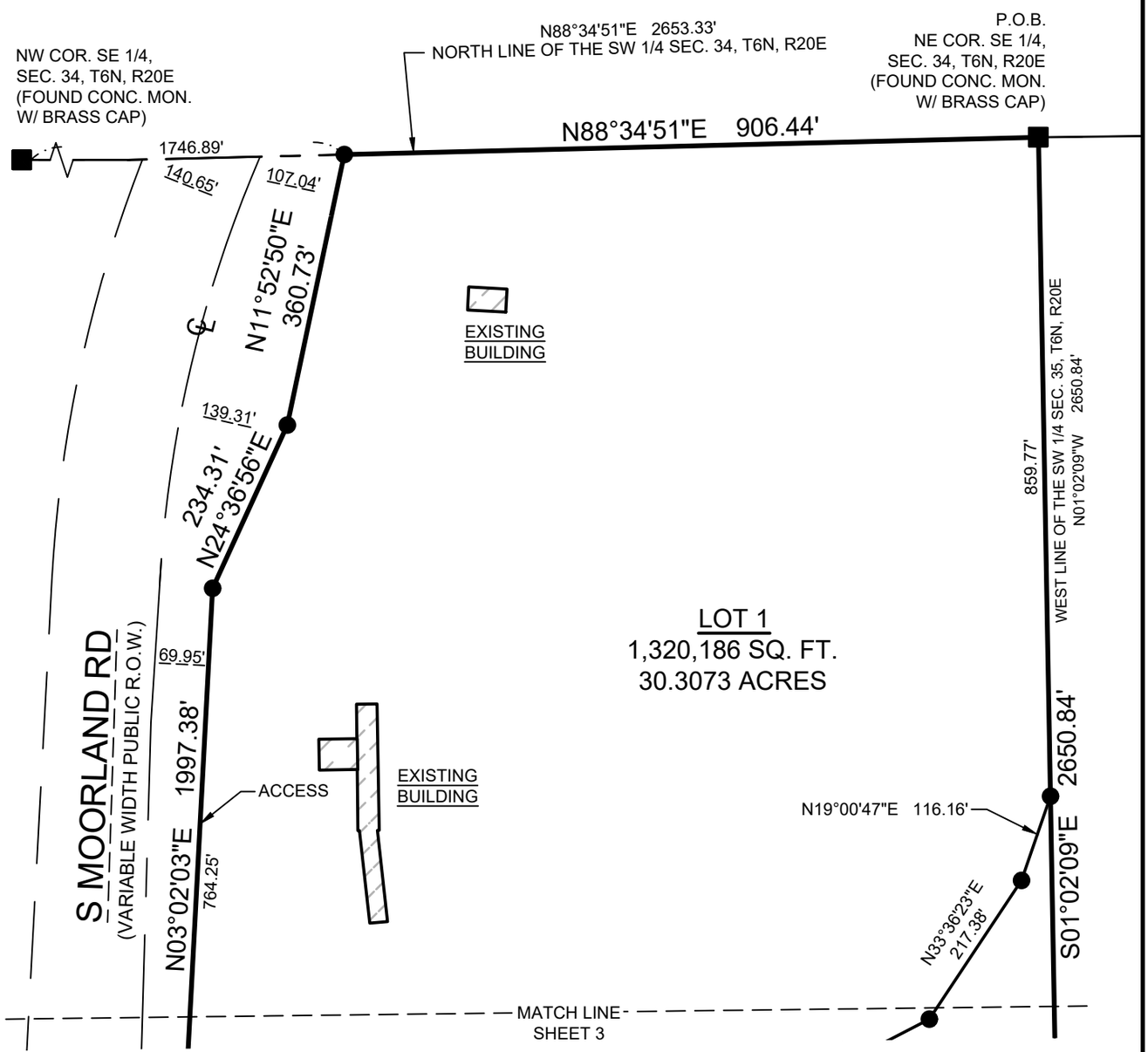
PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

DRAFTED BY: GSS
JOB #594.00A
SHEET 1 OF 11

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



LEGEND

● Set 3/4X18" Iron Rebar 1.5LBS/LFT

NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

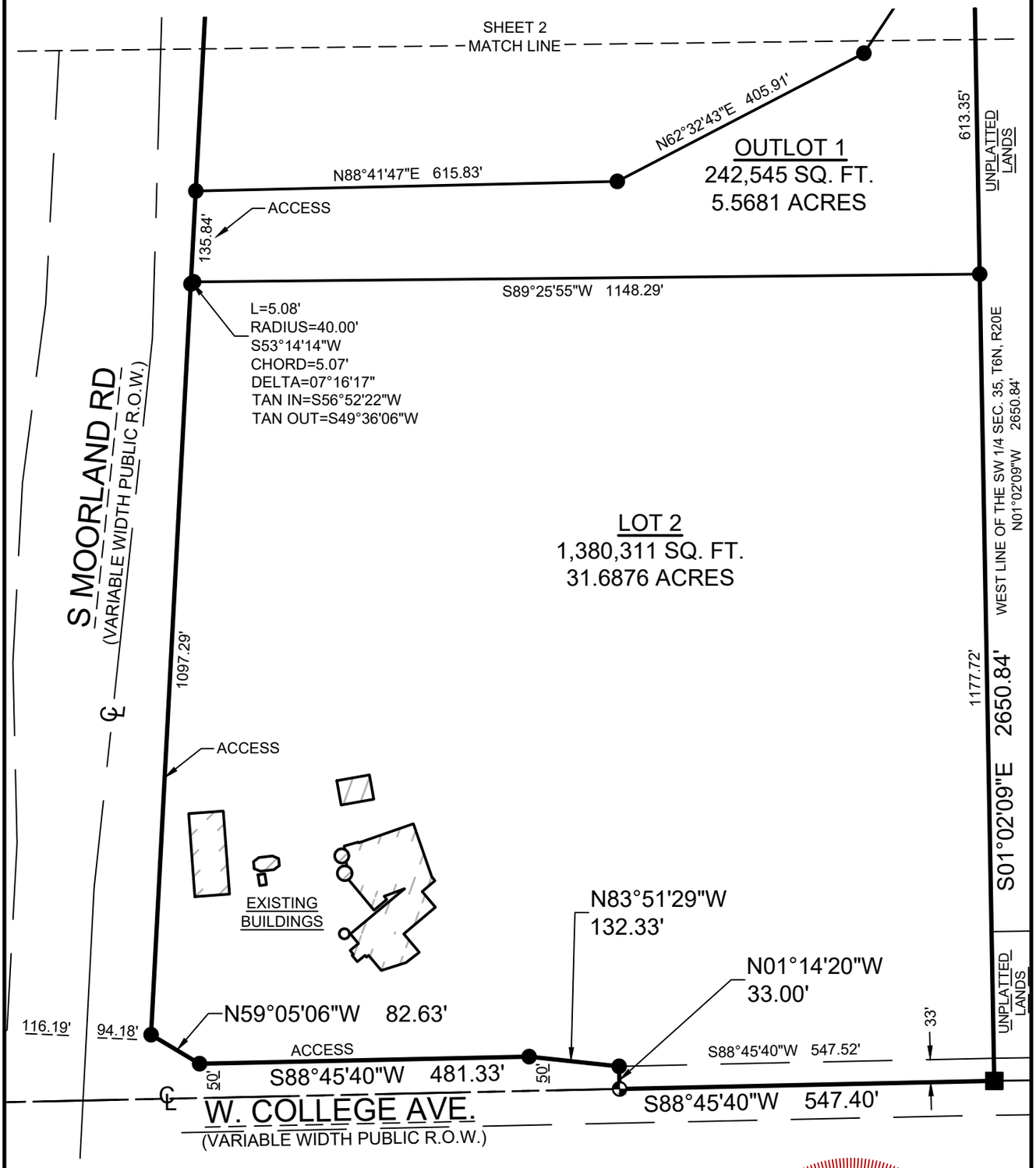
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 2 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



LEGEND

- Set 3/4X18" Iron Rebar 1.5LBS/LFT
- Set Mag Nail

NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

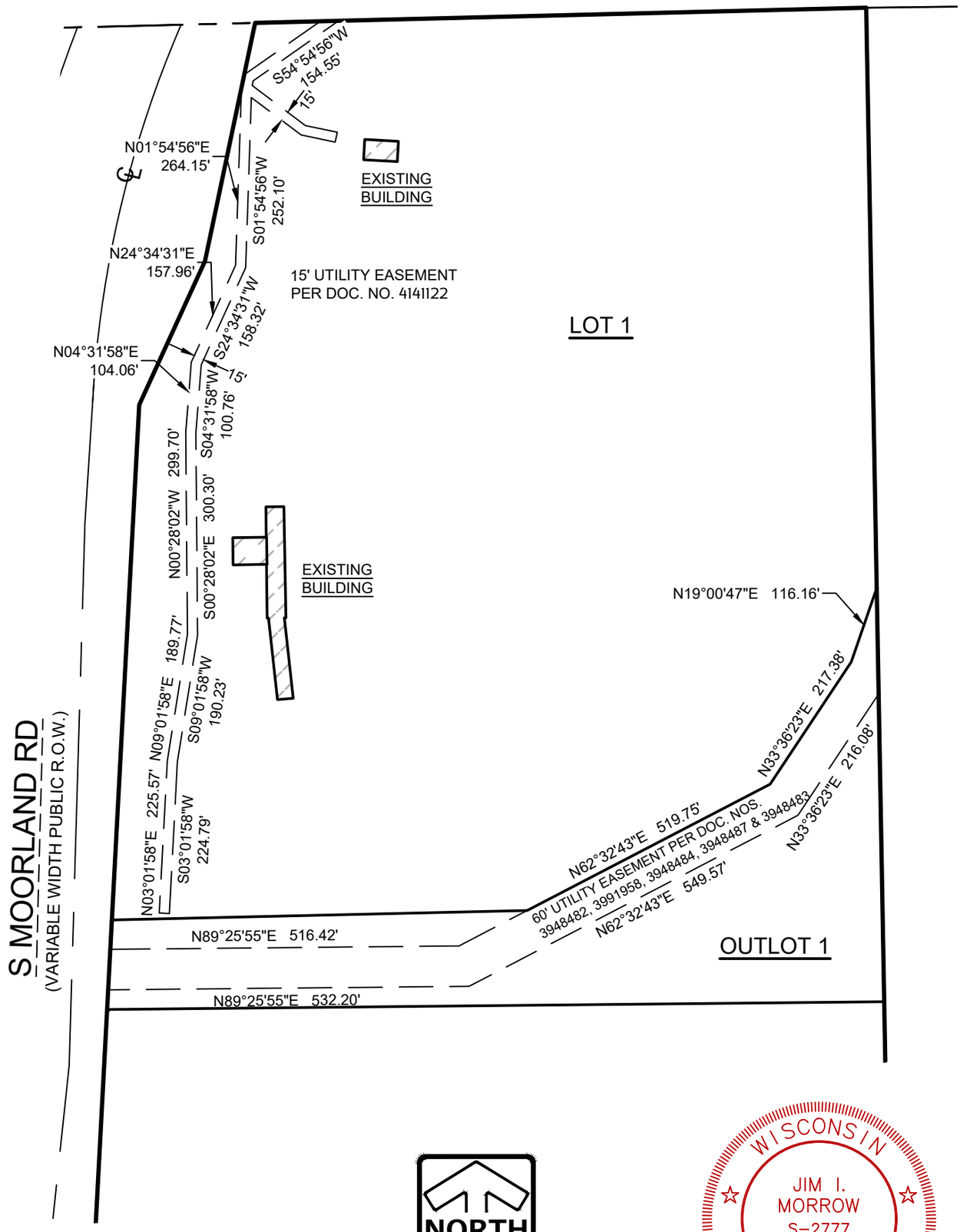
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 3 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

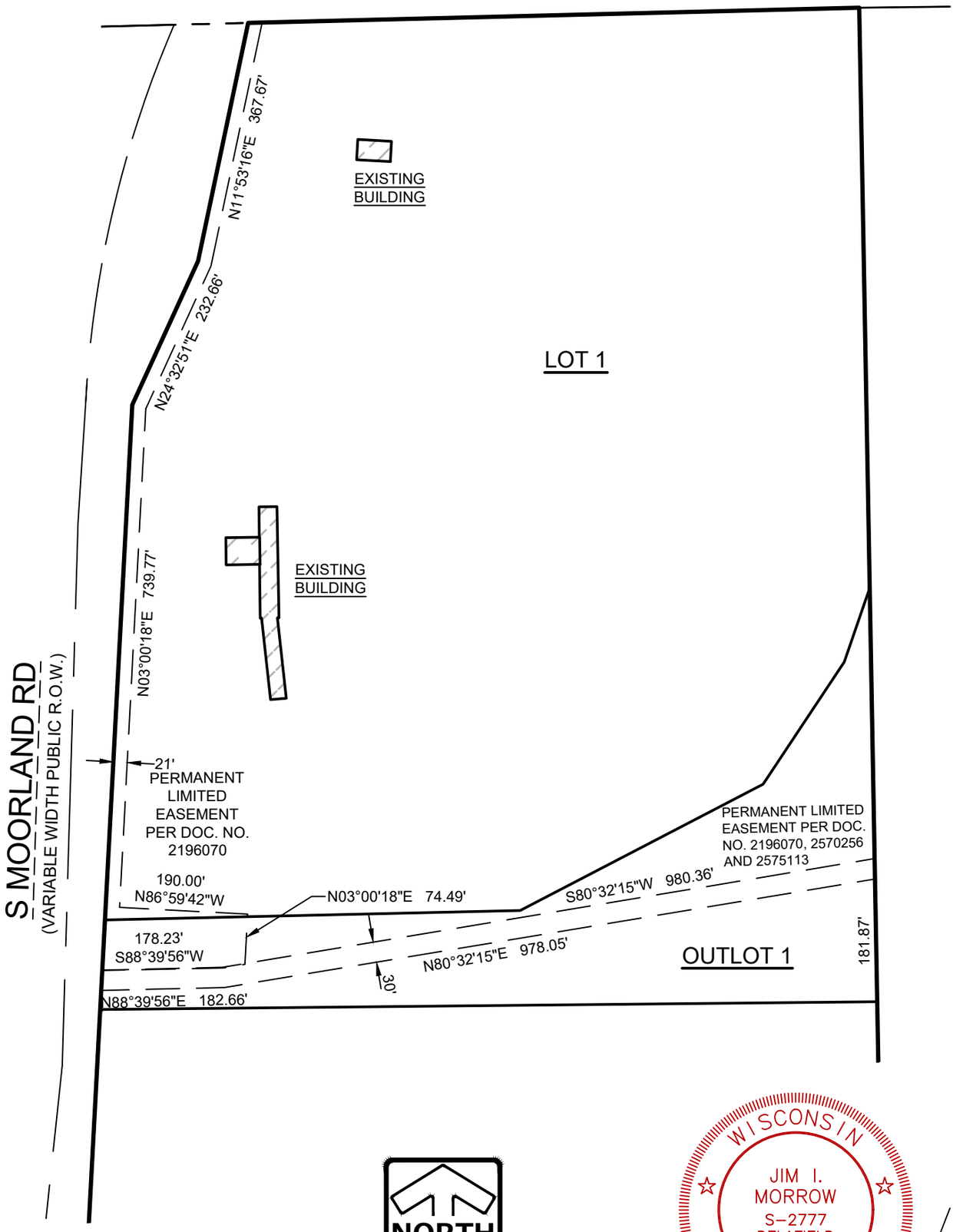
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 4 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



NORTH

GRAPHICAL SCALE (FEET)

0 1"=200' 400'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

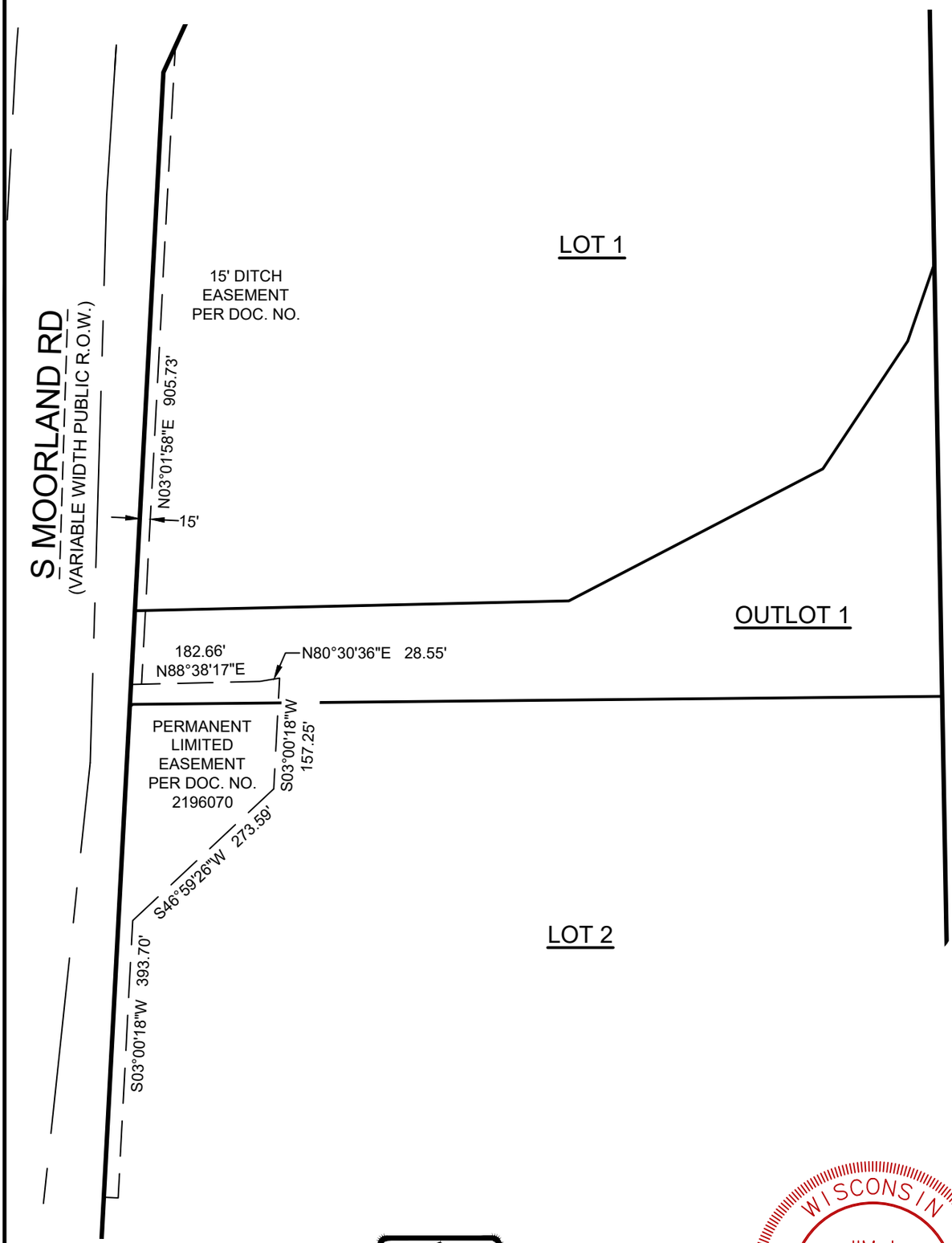
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 5 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



GRAPHICAL SCALE (FEET)

0 1"=180' 360'

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

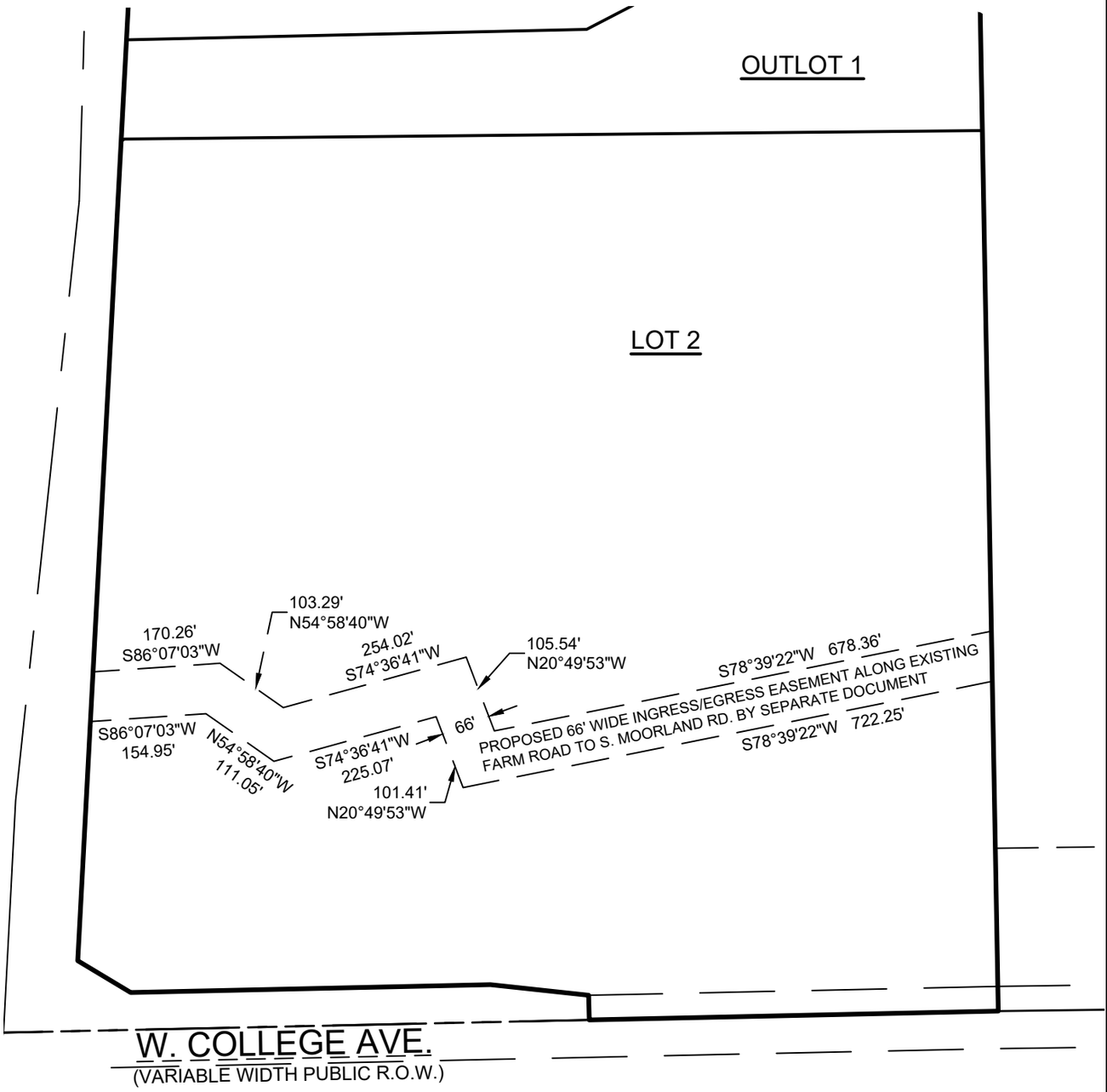
This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 6 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

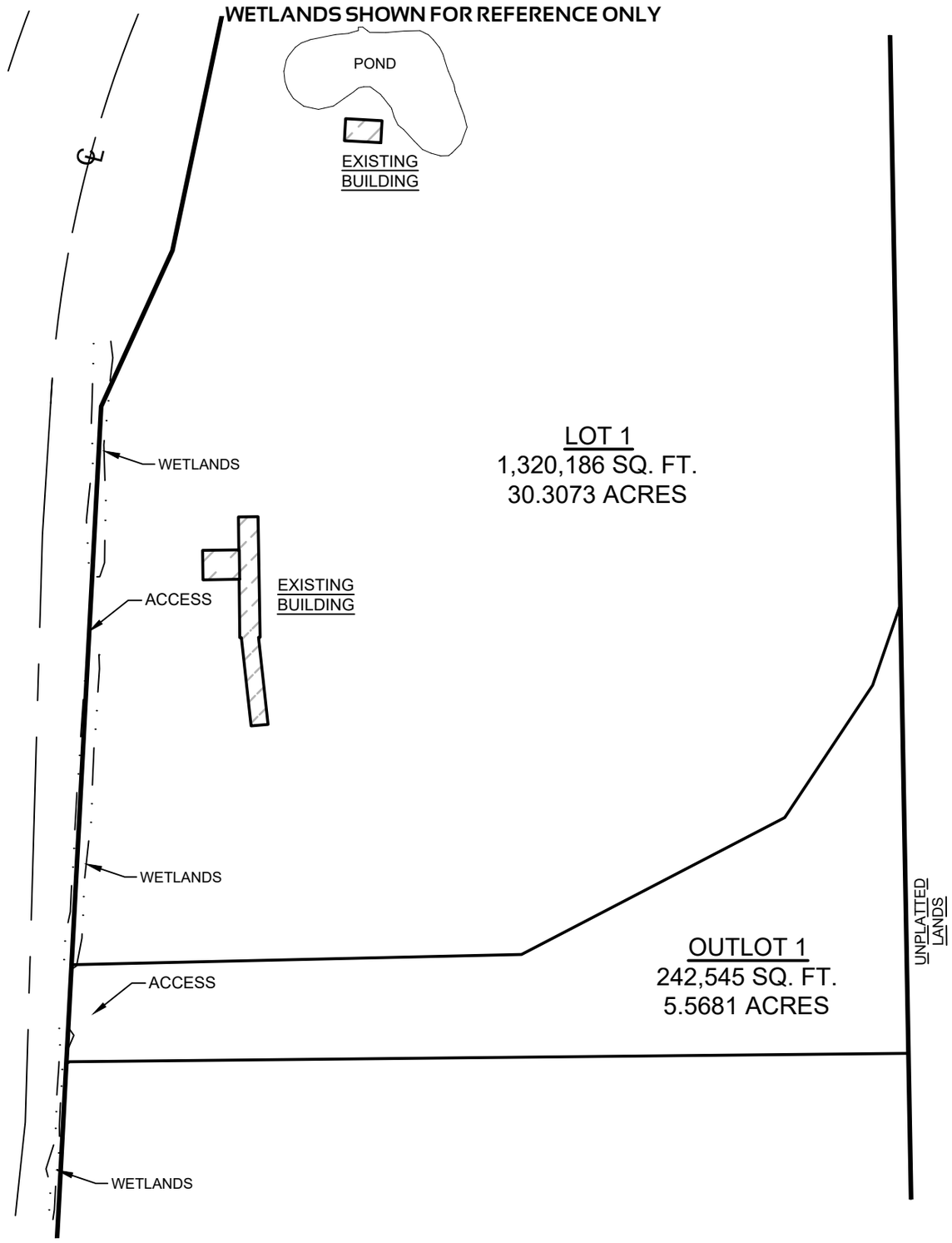
PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 7 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.



NOTES:

- WETLAND DELINEATED BY WETLAND AND WATERWAY CONSULTING LLC ON OCTOBER 27, 2025 AS LOCATED BY MANHARD CONSULTING AND CJ ENGINEERING.

NORTH

GRAPHICAL SCALE (FEET)

0 1"=180' 360'

WISCONSIN
JIM I. MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

May 29, 2026

PINNACLE ENGINEERING GROUP
CHAPUT LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A

SHEET 8 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jim I. Morrow, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped that part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, which is bounded and described as follows:

Beginning at the northeast corner of the Southeast 1/4 of said Section 34;
Thence South 01°02'09" East along the east line of said Southeast 1/4, 2650.84 feet to the south line of said Southeast 1/4;
Thence South 88°45'40" West along said south line, 547.40 feet;
Thence North 01°14'20" West to the north line of West College Avenue, 33.00 feet;
Thence along the north line of West College Avenue for the following three courses: North 83°51'29" West, 132.33 feet; South 88°45'40" West, 481.33 feet; North 59°05'06" West, 82.63 feet to the east line of South Moorland Road;
Thence along the east line of South Moorland Road for the following three courses: North 03°02'03" East, 1997.38 feet; North 24°36'56" East along said east line, 234.31 feet; North 11°52'50" East, 360.73 feet to the north line of aforesaid Southeast 1/4;
Thence North 88°34'51" East along the north line of said Southeast 1/4, 906.44 feet to the Point of Beginning.

Containing 2,943,036 square feet (67.5628 acres) of land, more or less.

That I have made such survey, land division and map by the direction of Raymond E Saltzmann & Virgil A Saltzmann, owners of said land.

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

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

Date: May 29, 2026

Jim I. Morrow
Professional Land Surveyor S-2777

WISCONSIN
JIM I.
MORROW
S-2777
DELAFIELD
WI
LAND SURVEYOR

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 9 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As owners, we do further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval: City of New Berlin

IN WITNESS WHEREOF, the said owners have caused these presents to be signed by Raymond E. Saltzmann and Virgil A. Saltzmann _____, (title) _____, at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of:

_____
Raymond E. Saltzmann

_____
Virgil A. Saltzmann

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named Raymond E. Saltzmann and Virgil A. Saltzmann to me known to be the same persons who executed the foregoing instrument, and acknowledged the same.

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

CONSENT OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, _____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 10 OF 11

CERTIFIED SURVEY MAP NO. ____

That part of lands located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of New Berlin on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Chairman

_____ _____
Date

_____
Nikki Jones, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of New Berlin, Wisconsin, on this _____ day of _____ , 2026.

_____ _____
Date

_____
David A. Ament, Mayor

_____ _____
Date

_____
Rubina R. Medina, City Clerk

PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

This instrument was drafted by Jim I. Morrow, PLS-License No. S-2777

JOB #594.00A
SHEET 11 OF 11

City of New Berlin
city living with a touch of country

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Eric Snodgrass, Ast. Recreation Manager
Katie Roth, Recreation Manager

DATE: July 20, 2026

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the Room Rental Rates, Policies, and Procedures for the New Berlin Activity & Recreation Center (ARC) and Community Center at Hickory Grove.

FISCAL IMPACT: This RAS establishes standardized rental fees for community use of meeting spaces at the ARC and Community Center at Hickory Grove. Rental rates are based on the size of each rentable space at both facilities. These fees are intended to offset facility operations, custodial services, and staffing associated with room setup, takedown, and oversight.

RATIONALE/ BACKGROUND: The Recreation Department developed these rates, policies and procedures to create consistency, transparency, and operational efficiency for community use of meeting spaces within City facilities.

The policy clearly defines:
- Eligibility and reservation priority for civic, educational, community-service groups, and non-profit groups.
- Fee structure for meeting rooms, including guidelines for extended use and events beyond standard meetings.
- Application process, reservation timeline, and cancellation requirements.
- Facility expectations related to setup, takedown, cleaning, and check-in procedures.

The policy also aligns meeting room availability with the department's three Activity Guide publication periods (Fall, Winter/Spring, and Summer) to ensure public access once Recreation programming has been scheduled.

This policy provides a clear and consistent framework for managing facility use while ensuring that City and departmental needs remain the top scheduling priority.

New Berlin Recreation
Room Rental Rates, Policies, and Procedures

Purpose
When rooms at the New Berlin Activity and Recreation Center and Hickory Grove are available and not scheduled for Recreation Department or other City use, they may be reserved for civic, educational, cultural, intellectual, or community-service activities that align with the goals of the Recreation Department. Meeting room reservations are intended for group meetings. Any use beyond this allowance will require an additional rental application and approval.

Applicability & Oversight
- Use of a meeting room requires a reservation application, reviewed and approved by Recreation Department staff.
- Reservations are permitted only during the building's open hours, unless otherwise authorized by the Recreation Manager or Assistant Manager.
- Applications are processed on a first-come, first-served basis; no group has exclusive rights to any room.
- City-sponsored programs and events receive priority scheduling over all outside reservations.
- Availability is determined by the Recreation Department's three Activity Guide schedules: Fall (September–December), Winter/Spring (January–May), and Summer (June–August). Once an Activity Guide is published, community groups may submit meeting room reservation requests for dates within that season.

Eligibility & Use

Eligible Groups (In order of Priority):
- City of New Berlin Recreation Programs & other City of New Berlin Departments
- New Berlin School District
- Nonprofit organizations (based in New Berlin)
- City of New Berlin or New Berlin neighborhood associations, clubs, and community groups
- Nonprofit organizations (based in Waukesha County) serving New Berlin Residents
- Other groups, subject to approval by the Recreation Department and payment of applicable non-resident fees

Use Restrictions:
- Activities must not produce financial gain for the reserving group, except for Department-sponsored events.
- The facility may not be used for fundraising, commercial enterprise, or unrelated sales.
- Fundraising related events must be reviewed and approved by the Recreation Department. Fundraisers are only permitted on behalf of community based, nonprofit status organizations. Nonprofits may be asked to provide their tax-exempt status and information related to their nonprofit.
- No activities that violate laws, safety codes, or building regulations.
- Groups may be required to provide proof of insurance or liability coverage.
- Use is contingent on compliance with ADA access and staff safety protocols.

Reservation & Application

- Reservation requests must be submitted at least 14 business days prior to the event.
- The applicant must be an adult (21+), responsible for behavior, liabilities, and any damages.
- Residents may not rent facilities for non-residents.
- Application form must be completed through the Recreation department's website.
- Proof of non-profit or group status will be requested.
- It is understood that city's need for meeting room(s) will have first-priority in room use.
- Rental requests are subject to facility operating hours and staffing availability.

Fees & Charges

- A fee applies for each two-hour reservation for all rental able spaces. See table below for fees based on each rentable space. Any use exceeding two hours, or reservations that begin to resemble a social gathering, party, or special event rather than a standard meeting, will be assessed at a different rate determined by the Recreation Department based on the nature and duration of the request. This includes all time required for setup, takedown, custodial needs, and any additional services provided.
- Payment is due in full at the time of booking. Cancellations must be made at least 2 weeks prior to the reservation date to receive a refund. Late cancellations or no-shows may result in forfeiture of fees and potential suspension of future reservation privileges.
- Organizations must be based out of New Berlin to receive New Berlin rate.
- Security Deposit fee of $500 will be including at the time of a reservation for the following meeting spaces: Hickory Room, Indigo Room, and the Rose Room. The deposit is refundable following the rental if the conditions of the rental are met. If damages occur, the refund can be delayed.
- Conditions for withholding part or all of the security deposit include, but not limited to, the following:

    - Clean up not completed as expected
    - Use of room exceeds the rescheduled rental time
    - Facility damages occurred during rental. If the damages occurred and the cost of the damage exceeds the amount of the deposit, the rental applicant will be billed for the additional expenses. Damages could also lead to losing future facility use privileges. The decision of whether the deposit shall be refunded is solely up to the Recreation Department and will not be refunded until the facility has been inspected by City personnel.

Location & Rooms

1. New Berlin Activity and Recreation Center, 15321 W. National Ave. New Berlin, WI 53151
2. Community Center Hickory Grove, 2600 S. Sunny Slope Rd. New Berlin, WI 53151

Location	Room Name	Capacity	Equipment	New Berlin Fees	Non-Resident Fees
ARC	Hickory	150	Whiteboard	$150	$200
ARC	Maple	50	Kitchen Equipment & Utensils	$100	$150
ARC	Willow	30	Projector, Whiteboard	$50	$75
ARC	Aspen	50	None	$50	$75
ARC	Birch	50	TV w/HDMI	$50	$75
ARC	Hemlock	15	TV w/HDMI, Whiteboard	$25	$37.50
ARC	Oak	10	TV w/HDMI, Whiteboard	$25	$37.50
ARC	Pine	10	None	$25	$37.50
Hickory Grove	Indigo	150	None	$100	$150
Hickory Grove	Lavender	30	TV w/ HDMI	$50	$75
Hickory Grove	Sunflower	30	TV w/ HDMI	$50	$75
Hickory Grove	Rose	150	Projector	$100	$150
Hickory Grove	Lilly	30	None	$25	$37.50
Hickory Grove	Tulip	10	None	$25	$37.50

Equipment, Setup & Use Guidelines

- Equipment requests (projector, TV, sound system, microphones, etc.) must be submitted in advance on the reservation application and are not available in all meeting rooms or guaranteed availability.
- Equipment setup and testing should be scheduled with staff at least 48 hours before event.
- No adhesives, nails, or damage to walls or fixtures.
- Chairs, tables, and furnishings must be cleaned and returned to original arrangement.
- Food and nonalcoholic beverages are permitted unless prohibited.
- No open flame or candles unless expressly permitted.
- Items may not be stored before or after; the facility is not responsible for lost items.
- Groups are expected to leave the room in the same condition as found. Failure to do so may result in additional cleaning fees or denial of future reservations.

Arrival / Check-In / Check-Out

- Groups should check in with Recreation Department staff or as designated.

- At Hickory Grove, doors will unlock 15 minutes prior to rental unless agreed to otherwise.
- At the ARC, groups should check in with Recreation Staff at the front desk and they will escort you to your room. You must also check out with Recreation Staff.
- Meetings must start and end at scheduled times.
- Rooms must be vacated and reset promptly; penalty fee may apply if late or unclean.

Cancellations & No-Shows

- Cancellations must be made at least 2 weeks in advance for a full refund (if applicable).
- Repeated cancellations or no-shows may result in suspension of privileges.

Department Rights & Policy Enforcement

- The Department reserves the right to cancel or reschedule for internal programming needs.
- Staff may attend any meeting.
- Facility rules apply.
- Reservations may be canceled due to severe weather or emergencies.
- Denied reservations may be appealed to the Recreation Commission.

Liability & Indemnification

By submitting a reservation, the applicant waives claims against the City of New Berlin and the Recreation Department for personal injury or property damage during facility use and agrees to indemnify and hold harmless the City, its officers, employees, and agents.

Contact

Eric Snodgrass
Assistant Recreation Manager
esnodgrass@newberlin.org
262-797-2443

Policy Effective Date

1-1-2027
This policy is subject to periodic review by the Recreation Department and may be updated as necessary to ensure alignment with department operations and community needs.

City of New Berlin
city living with a touch of country

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Eric Snodgrass, Ast. Recreation Manager
Katie Roth, Recreation Manager

DATE: July 20, 2026

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the Court Rental Rates, Policies, and Procedures for the New Berlin Activity & Recreation Center (ARC).

FISCAL IMPACT: This RAS establishes standardized rental fees for both special event/for-profit rentals and residential/community based rentals. These fees are intended to offset facility operations, custodial services, and staffing associated with each rental.

RATIONALE/ BACKGROUND: The Recreation Department developed these rates to create consistency, transparency, and operational efficiency for for-profit related use and community use of the courts at the Activity and Recreation Center.

The policy also aligns court availability with the department's three Activity Guide publication periods (Fall, Winter/Spring, and Summer) to ensure public access once Recreation programming has been scheduled.

This policy provides a clear and consistent framework for managing facility use while ensuring that City and departmental needs remain the top scheduling priority.

New Berlin Recreation
Court Rental Rates, Policies, and Procedures

Purpose
When courts at the New Berlin Activity and Recreation Center are available and not scheduled for Recreation Department or other City use, they may be reserved for both for-profit business and organizations as well as residential and community individuals and groups who's gym activities align with the Recreation Department.

Applicability & Oversight
- Use of a court requires a reservation application, reviewed and approved by Recreation Department staff.
- Reservations are permitted only during the building's open hours, unless otherwise authorized by the Recreation Manager or Assistant Manager.
- Applications are processed on a first-come, first-served basis; no business or group has exclusive rights to any court for any specific time.
-City-sponsored programs and events receive priority scheduling over all outside reservations.
-Availability is determined by the Recreation Department's three Activity Guide schedules: Fall (September–December), Winter/Spring (January–May), and Summer (June–August). Once an Activity Guide is published, request may be submitted for dates within that season.

Eligibility & Use

Eligible Groups (In order of Priority):
- City of New Berlin Recreation Programs & other City of New Berlin Departments
- New Berlin School District
- Nonprofit organizations (based in New Berlin)
- City of New Berlin or New Berlin neighborhood associations, clubs, and community groups
- Nonprofit organizations (based in Waukesha County) serving New Berlin Residents
- Other groups, subject to approval by the Recreation Department and payment of applicable non-resident fees

Use Restrictions:
- For-profit rentals and special events must be identified at the time of a request.
- Admission fees and any other financial charges and gains must be shared and approved by the Recreation Department.
- Renters are not allowed to use or sell concessions. The concession stand will be available at the sole discretion of the Recreation Department.
- Carry-in's are not allowed for any for-profit rental or event. It is the duty of the renter to enforce this policy at the facility entrance.
- Parking must be free for all for-profit rentals and special events.
- The renter may be asked to provide parking attendants for specific special events based on the event's size and number of vehicles.
- No activities that violate laws, safety codes, or building regulations.
- Groups may be required to provide proof of insurance or liability coverage.
- Use is contingent on compliance with ADA access and staff safety protocols.

Reservation & Application

- Reservation requests must be submitted at least 30 business days prior to date for all special event/for-profit rentals.
- Residential and community rentals must be submitted at least 14 business days prior to date.
- The applicant must be an adult (21+), responsible for behavior, liabilities, and any damages.
- Application form must be completed through the Recreation department's website.
- It is understood that city's need for court space will have first-priority use.
- Rental requests are subject to facility operating hours and staffing availability.

Fees & Charges

Special Event/ For-Profit Rental Fees
(Tournaments, Camps/Clinics, Practices)

- $80 – Basketball/Soccer (Per Court, Per Hour)
- $90 – Volleyball (2 Courts, Per Hour)
- $2,000 Day (Based on 12 Hours)
    - $1,500 Rental Fee
    - $180 Staff Fee
    - $320 Custodial Fee
    - Additional Hours
        - $125 Per Hour
        - $75 Facility Fee (Staff & Custodian) Per Hour
    - ***Additional fees may occur based on needs of event/renter***
    - ***Rentals subjected to ARC operating hours***
        - ***Rentals outside or normal operating hours may be subjected to additional fees***

Residential & Community Rental Fees
(Everyday Users)

- Basketball (Per Court, Per Hour)
    - Resident: $65
    - Non-Resident: $85
- Volleyball (2 Courts, Per Hour)
    - Resident: $65
    - Non-Resident: $85
- Pickleball (1 Court, Per Hour)
    - Resident: $30
    - Non-Resident: $50

- Deposit of 50% due within 30 days from receiving permit/invoice from Recreation Department.
- Final payment and remaining balance due 14 days prior to rental date.
- Deposits and payments can be paid by check (Made Out to New Berlin Recreation) or with a debit card or credit card.
- If permit is issued within 30 days of rental date, the deposit is due upon receiving permit/invoice.
- Cancellations must be made at least 2 weeks prior to the reservation date to receive a refund. Late cancellations or no-shows may result in forfeiture of fees and potential suspension of future reservation

privileges.
- Additional fees may be assessed if cleaning or damage occurs, or if the court is not vacated on time.
- Organizations must be based out of New Berlin to receive New Berlin rate.

Equipment, Setup & Use Guidelines

- No adhesives, nails, or damage to walls or fixtures.
- Chairs, tables, and furnishings must be cleaned and returned to original arrangement.
- Items may not be stored before or after; the facility is not responsible for lost items.
- Groups are expected to leave the gym and court in the same condition as found. Failure to do so may result in additional cleaning fees or denial of future reservations.

Arrival / Check-In / Check-Out

- Groups should check in and check out with Recreation Department staff or as designated.
- For-profit rentals and events must submit a primary point of contact to the Recreation Department.
- Rentals must start and end at scheduled times. No early or late access to courts will be provided.
- Renter is responsible for staying at facility until the last participant has exited the facility and/or picked up by guardian.

Cancellations & No-Shows

- Cancellations must be made at least 2 weeks in advance for a full refund (if applicable).
- Repeated cancellations or no-shows may result in suspension of privileges.

Department Rights & Policy Enforcement

- The Department reserves the right to cancel or reschedule for internal programming needs.
- Staff may attend any meeting.
- Facility rules apply.
- Reservations may be canceled due to severe weather or emergencies.
- Denied reservations may be appealed to the Recreation Commission.

Liability & Indemnification

By submitting a reservation, the applicant waives claims against the City of New Berlin and the Recreation Department for personal injury or property damage during facility use and agrees to indemnify and hold harmless the City, its officers, employees, and agents.

Contact

Eric Snodgrass
Assistant Recreation Manager
esnodgrass@newberlin.org
262-797-2443

Policy Effective Date

1-1-2027
This policy is subject to periodic review by the Recreation Department and may be updated as necessary to ensure alignment with department operations and community needs.

City of New Berlin
city living with a touch of country

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Parker Dorothy, Recreation Specialist

RE: Requested Action Statement for the approval of HooperHands Services Agreement.

DATE: April 20, 2026

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with HooperHands to provide Instructional basketball programs.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND:

To support the continued success and growth of our recreational youth sports and enrichment programs, the Recreation Department is seeking a strategic partnership with HooperHands. This collaboration would enhance the programming currently offered at the New Berlin Activity and Recreation Center (ARC) by introducing instructional basketball opportunities for age groups not currently served. Through this partnership, we aim to expand our program offerings, serve a broader range of participants, and further strengthen community engagement. Working with HooperHands will help create a sustainable model for the future of recreational fitness, wellness, and youth development within our community.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "City") and HooperHands(hereinafter referred to as "Instructor").

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides Instructional youth basketball programs; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during yearly activity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructors hold themselves out as being qualified to provide Instructional youth basketball programs. The City does hereby retain the Instructor to perform instruction as provided for hereunder.

2. All sessions are to be held at the New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per season; Winter-Spring, Summer, and Fall, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

5. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, which insurance coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

6. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

7. Instructor acknowledges that neither he, nor his employees, are employees of the City for purposes of income tax, Wisconsin retirement system or social security or other payroll tax withholding.

8. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

9. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's negligent acts or willful misconduct during the Instructor's conduct of the instructional basketball programing under this Agreement. 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. The Instructor's obligation to indemnify shall include her employees and/or agents. The Instructor agrees to notify those persons receiving business consulting services that those services are solely being supplied by the instructor and that the City is not responsible for the accuracy or completeness of that information.

10. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:	INSTRUCTOR:
City of New Berlin	**HooperHands**
By: _____	By: _____
_____	_____

PROGRAM / INSTRUCTOR INFORMATION:

Hooper hands offers fun, high energy classes that docus on kill development, confidence, teamwork and game play for boys and girls of all skill levels. Whether a child is just learning the game or looking to improve their skills, our experienced coaches create a positive environment where kids can learn, grow, and have fun.

Class Examples & Descriptions:

Basketball 201 - This class is designed to develop the fundamentals of the game of basketball. Participants will be introduced to various ball handling, shooting, passing and rebounding drills. To show case skills learned in class, the Hooper's will perform team play at the end of some classes.

Basketnomics - Join us for a dynamic basketball experience that will help your child develop their skills and love for the game! This class is all about the study of the basketball game, where each week we focus on different aspects of the sport. Students will work on shooting, passing drills, 1 on 1 moves, team play and court awareness, all while having a blast.

City of New Berlin
city living with a touch of country

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Parker Dorothy, Recreation Specialist

RE: Requested Action Statement for the approval of Amanda Doerr Dance Services Agreement.

DATE: June 29, 2026

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Amanda Doerr Dance to provide Ballroom Dance.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Amanda Doerr Dance. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique ballroom dance programs. By utilizing Amanda Doerr Dance, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "City") and AMANDA DOERR DANCE (hereinafter referred to as "Instructor").

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides ballroom dance; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during yearly activity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructors hold themselves out as being qualified to provides ballroom dance. The City does hereby retain the Instructor to perform instruction as provided for hereunder.

2. All sessions are to be held at the New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per season; Winter-Spring, Summer, and Fall, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

5. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, which insurance coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

6. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New

Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

7. Instructor acknowledges that neither he, nor his employees, are employees of the City for purposes of income tax, Wisconsin retirement system or social security or other payroll tax withholding.

8. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

9. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's negligent acts or willful misconduct during the Instructor's conduct of the ballroom dance under this Agreement. 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. The Instructor's obligation to indemnify shall include her employees and/or agents. The Instructor agrees to notify those persons receiving business consulting services that those services are solely being supplied by the instructor and that the City is not responsible for the accuracy or completeness of that information.

10. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:	INSTRUCTOR:
City of New Berlin	**Amanda Derus; AMANDA DOERR DANCE**
By: _____	By: _____
_____	_____

PROGRAM / INSTRUCTOR INFORMATION:

With 18 years of teaching partner dancing in the Milwaukee and Chicago area, and a lifetime of dance experience that began in childhood, Amanda brings a wealth of knowledge to the New Berlin Recreation Department. A firm believer that social dancing should be fun and accessible for everyone, Amanda is dedicated to sharing the joy of movement and connection that the dance floor has to offer.

What sets Amanda apart is a teaching style rooted in real-world experience — the techniques and skills shared in class come straight from years on the social dance floor. Classes go beyond just learning steps, focusing on the art of leading and following gracefully so that students can dance confidently and comfortably with any partner they meet. Whether you're a complete beginner or looking to polish your skills, you'll walk away with knowledge you can actually use.

City of New Berlin

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Parker Dorothy, Recreation Specialist

RE: Requested Action Statement for the approval of Robert W. Baird & Co. Incorporated Services Agreement.

DATE: May 13, 2026

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Robert W. Baird & Co. Incorporated to provide adult education and enrichment programs.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our adult recreation education and enrichment, the Recreation Department is actively seeking a strategic partnership with Robert W. Baird & Co. Incorporated. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique education and enrichment programs. By utilizing Robert W. Baird & Co. Incorporated, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "City") and ROBERT W. BAIRD & CO. INCORPORATED (hereinafter referred to as "Instructor").

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides educational services for small businesses and individuals; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during yearly activity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructors hold themselves out as being qualified to provide educational services for small businesses and individuals. The City does hereby retain the Instructor to perform instruction as provided for hereunder.

2. All sessions are to be held at the New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per season; Winter-Spring, Summer, and Fall, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

5. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

6. Instructor acknowledges that neither he, nor his employees, are employees of the City for purposes of income tax, Wisconsin retirement system or social security or other payroll tax withholding.

7. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

8. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's negligent acts or willful misconduct during the Instructor's conduct of the educational services under this Agreement. Said indemnification shall include the City's actual reasonable attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include her employees and/or agents. The Instructor agrees to notify those persons receiving educational services that those services are solely being supplied by the instructor and that the City is not responsible for the accuracy or completeness of that information.

9. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:	INSTRUCTOR:
City of New Berlin	**ROBERT W. BAIRD & CO. INCORPORATED**
By: _____	By: _____
_____	_____

PROGRAM / INSTRUCTOR INFORMATION:

Passport to Retirement “How-to” strategies for a comfortable financial future

Passport to Retirement is a comprehensive educational course on life planning and retirement planning strategies.

The course is educational and is comprised of three parts

- A 2-3 week course taught on site or virtual
- A comprehensive text book
- 1 hour optional individual session (encourages individual questions and unique challenges)

This educational program is a high quality and strictly educational course. The course materials are published are purchased through an outside vendor. We also include various information.

This course is taught by Haly Besaw and Brianna Hoskins. Haly has a strong background teaching (Lakeland College, Moraine Park Technical College, UW Sheboygan, Alverno College and UW Waukesha, Port Washington Park & Rec, and Cudahy Park & Rec) and public speaking. Haly has earned the credentials of Certified Financial Planner (CFP®), Chartered Retirement Planning Counselor (CRPC®) and Accredited Domestic Partner Advisor (ADPA®). Brianna has been working in the financial services industry for over 4 years.

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

DATE: July 13, 2026

TO: Mayor
Common Council
Parks, Buildings, & Grounds Commission

FROM: Michael Eder – Deputy Director of Public Works

ISSUE: Replacement of loss of OmniSpin due to arson at Biwer Park

REQUESTED:

Recommend to Common Council to transfer $15,000 to account 15140000-56080 from Contingency for the purchase of a replacement OmniSpin Merry-go-round and Poured in Place surface at Biwer Park.

FISCAL IMPACT:

Purchase cost $15,000

Funding Source:

Contingency

RATIONALE:

The Department recommends purchasing a replacement OmniSpin Merry-Go-Round at Biwer Park, where the original equipment was destroyed in an arson incident earlier this year. Our insurance provider, CVMIC, will contribute $10,000 toward the replacement costs. The estimated cost for the replacement OmniSpin and installation by the original installer is $15,195. In addition, the replacement of the damaged poured-in-place rubber playground surface is estimated to cost $6,970.

REQUESTED ACTION STATEMENT

TO:	Common Council Mayor Dave Ament
FROM:	Lucas Pichler, Director of Public Works Dan Hogan, Municipal Projects Coordinator
RE:	Requested Action Statement for transfer of residual CIP funds to the New Berlin Ball Field Rehabilitation Fund.
DATE:	July 28, 2026
REQUESTED ACTION:	Approval to transfer $115,000 in residual funds from the former Community Center demolition project to the New Berlin Ball Field Rehabilitation capital account.
FISCAL IMAPCT:	These funds already exist within the CIP program; no new borrowing is required.

SOURCE OF FUNDS:

EXPENDITURES - Decrease

0425290-61115-C2025	$115,000

EXPENDITURES – Increase

04252900-61113-C2023 BALL DIAMOND REHABILITATION	$115,000

RATIONALE/BACKGROUND:

The Department of Public Works and the Department of Community Development have developed a five-year baseball/softball field rehabilitation program covering all 18 city-owned fields. These fields would be rehabilitated every 10-15 years.

Most fields have not received any comprehensive rehabilitation in decades. As the infields and playing surfaces continue to deteriorate, routine maintenance is no longer sufficient to keep

fields safe, playable, and accessible for residents, nearly 600 New Berlin Youth Athletic Association (city's NBYA program) participants, and local club organizations. Public Works is increasingly allocating labor and materials simply to keep fields operable.

The City has recently conducted a public bid for the rehabilitation of Malone Park Baseball Field #3 and to complete this project, it is necessary to transfer residual funds to the project. The rehabilitation of the field will include a complete reconstruction of the infield and new fencing and backstop netting for the entire perimeter.

STATE OF WISCONSIN **WAUKESHA COUNTY** **CITY OF NEW BERLIN**

RESOLUTION NUMBER 2026-10

A RESOLUTION AMENDING THE 2023 CAPITAL PROJECTS BUDGET

WHEREAS, in order to facilitate the rehabilitation of Malone Park Baseball Field #3

WHEREAS, It was determined that the Capital Projects Budget had to be amended to reflect this.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be amended as follows:

EXPENDITURES - Decrease

04252900-61115-C2025	COMMUNITY CENTER - DEMOLITION	$115,000

EXPENDITURES – Increase

04252900-61113-C2023	BALL DIAMOND REHABILITATION	$115,000

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in The Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 28th day of July 2026.

_____

David Ament, Mayor

Countersigned:

_____

Rubina R Medina, City Clerk

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

TO:	Common Council Mayor Dave Ament
FROM:	Lucas Pichler, Director of Public Works Dan Hogan, Municipal Projects Coordinator
RE:	Requested Action Statement to amend the 2026 Capital Improvement Projects budget to facilitate the rehabilitation of Pro Health Care Park Diamond #1.
DATE:	July 28, 2026
REQUESTED ACTION:	Approval to amend and increase the 2026 CIP budget in the amount of $160,000 for the rehabilitation of Pro Health Care Park Diamond #1.
FISCAL IMAPCT:	Increase the 2026 CIP borrowing by $160,000.

SOURCE OF FUNDS:

Revenue - Increase

04011800-49505-C20262026 BOND PROCEEDS	$160,000

EXPENDITURES – Increase

04252900-61113-C2023BALL DIAMOND REHABILITATION	$160,000

RATIONALE/BACKGROUND:

The Department of Public Works recently concluded a public bid alternate for the rehabilitation of Pro Health Care Park Diamond #1. This diamond was not playable in 2026 due to its deteriorating state. The field requires major rehabilitation for the field to become a rentable and playable diamond within the park system. There is currently no money budgeted for this project and all available funds within the field rehabilitation account are being used to rehab Diamond #3 at Malone Park.

Rehabilitating this ball diamond to a rentable condition will alleviate field availability constraints. Pro Heath Care Park also offers ample parking, restroom, and shelter facilities, which allows it to be an ideal location for rentable games.

To reduce impact to the City's CIP budget, the City's Tree Mitigation Fund would be utilized to fund turf and sod improvements.

STATE OF WISCONSIN **WAUKESHA COUNTY** **CITY OF NEW BERLIN**

RESOLUTION NUMBER 2026-11

A RESOLUTION AMENDING THE 2026 CAPITAL PROJECTS BUDGET

WHEREAS, in order to facilitate the rehabilitation of Pro Health Care Park Diamond #1

WHEREAS, It was determined that the Capital Projects Budget had to be amended to reflect this.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be amended as follows:

REVENUE - Increase

04011800-49505-C2026	2026 BOND PROCEEDS	$160,000

EXPENDITURES – Increase

04252900-61113-C2023	BALL DIAMOND REHABILITATION	$160,000

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in The Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 28th day of July, 2026

_____

David Ament, Mayor

Countersigned:

_____

Rubina R Medina, City Clerk

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Lucas Pichler. Director of Public Works
Dan Hogan, Municipal Project Coordinator

RE: Requested Action Statement for contract approval with Kujawa Enterprises, Inc. for the 2026 Athletic Field Renovation Project.

DATE: July 28, 2026

REQUESTED ACTION: 1) Approval of the City to accept base bid from Kujawa Enterprises, Inc. for the Base Bid, in the amount of $450,000.00 and to reject Alternates A and B. The total project cost, including contingencies is not to exceed $500,000.00.

2) Approval of the City to accept the Base Bid and Alternate A, and reject Alternate B from Kujawa Enterprises, Inc., in the amount of $623,905.00. The total project cost, including contingencies is not to exceed $690,000.00.

3) Reject the Base Bid, Alternate A, and Alternate B from Kujawa Enterprises, Inc.

FISCAL IMAPCT: The base bid and the alternate A would be funded using CIP accounts and the City's Tree Mitigation Fund.

SOURCE OF FUNDS: Account: 03851700-61113-C2023- Ball Diamond Rehabilitation

Account: 26420000-59020 – Tree Mitigation Fund
($30,000.00 Base Bid, $30,000.00 Alternate A)

RATIONALE/BACKGROUND: The DPW recently concluded a public bid regarding the possible rehabilitation of three separate fields within the New Berlin Park System. The Base Bid was for Malone Park Diamond #3 with Alternates A & B addressing Pro Health Care Park Diamond #1 and Hickory Grove Diamond #1.

Based on the bid results the City recommends accepting the Base Bid for Malone Park Diamond #3 and Alternate A for Pro Health Care Park Diamond #1. The City recommends rejecting Alternate B due to cost.

Malone Park Diamond #3 and Pro Health Park Diamond #1 have reached the point where they require re-grading of the infield and outfield to improve drainage, safety, and playability. The fence around Malone Park Diamond #3 is requires replacement due to condition and inadequate ability to protect spectators from foul balls. A netting system along the 1st and 3rd baselines is included in the bid to protect spectators.

Pro Health Care Park Diamond #1 is currently unplayable and was not used in 2026, primarily due to drainage issues causing washout of the infield. The City faces increasing demand for rentable fields at parks with adequate parking, restroom, and shelter facilities. Improving Diamond #1 to a rentable facility will alleviate demand, and provide an additional playable location at a park with all the necessary facilities. Renting this facility will increase rental revenues and will bolster the segregated rehabilitation fund established through the approved 2027 fee structure.

PK-2026-01 2026 Athletic Field Renovation Project
Bid Results
July 2, 2026 @ 10:00 AM

BIDDER	BID BOND	ADDENDUM #1	ADDENDUM #2	BASE BID	ALT A	ALT B	RANKING
Kujawa Enterprises, Inc.	X	X	X	$ 450,000.00	$ 173,905.00	$ 286,670.00	1

PK-2026-01 2026 Athletic Field Renovation Project
CONTRACT PK-2026-01

Cells Highlighted in Yellow Denote Errors Found. Total Prices Calculated from Bid Unit Cost Submitted.

Base Bid				Kujawa Enterprises, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Malone Park Diamond #3 Renovation	1	LS	$ 173,060.00	$ 173,060.00
2	Malone Park Fence and Dugout Improvements	1	LS	$ 276,940.00	$ 276,940.00
				Total	**$ 450,000.00**

Alternate A				Kujawa Enterprises, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Pro Healthcare Park Diamond #1 Renovation	1	LS	$ 173,905.00	$ 173,905.00
				Total	**$ 173,905.00**

Alternate B				Kujawa Enterprises, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Community Center at Hickory Grove Diamond #1 Renovation	1	LS	$ 286,670.00	$ 286,670.00
				Total	**$ 286,670.00**

2026 ATHLETIC FIELD RENOVATION

CONTRACT PK-2026-01

CITY OF NEW BERLIN

City of New Berlin
Department of Public Works
3805 S. Casper Drive
New Berlin, WI 53151
(262) 780-4609

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

PK-2026-01

2026 ATHLETIC FIELD RENOVATION

CITY OF NEW BERLIN, WISCONSIN

TABLE OF CONTENTS FOR
2026 ATHLETIC FIELD RENOVATION

CONTRACT PK-2026-01

CITY OF NEW BERLIN, WISCONSIN

ADVERTISEMENT FOR BIDS	AD-1 → AD-2
SUBCONTRACTOR LIST	SL-1
BIDDER'S QUALIFICATION STATEMENT	QS-1 → QS-11
SUBCONTRACTOR'S QUALIFICATION STATEMENT	SQS-1 → SQS-4
GENERAL CONDITIONS	GC-1 → GC-62
SPECIAL PROVISIONS	SP-1 → SP-3
PROPOSAL FORM	P-1 → P-4
CONTRACT	C-1 → C-5
BID BOND	BB-1
PERFORMANCE BOND	PB-1 → PB-3
PAYMENT BOND	PA-1 → PA-3

ATTACHMENTS:

EXHIBIT A – City of New Berlin Softball and Baseball Field Specifications
EXHIBIT B – Malone Park Diamond #3 Fencing & Netting
EXHIBIT C – Hickory Grove Softball Field

PROJECT NO. PK-2026-01
2026 ATHLETIC FIELD RENOVATION
New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday June 24, 2026. The base bid consists of the renovation, fencing, and netting improvements at Diamond #3 at Malone Park. Alternate A consists of rehabilitation of Diamond #1 at ProHealth Care Park, and Alternate B consists of rehabilitation of Diamond #1 at the Community Center at Hickory Grove. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at http://tinyurl.com/NewBerlinBids or www.questcdn.com. You may download the digital plan documents for $22 by inputting Quest project #**10219581** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Lucas Pichler at 262-754-1712 if you have any questions.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 62.15, 66.29, 66.293, and 779.15 of the Wisconsin Statutes. Per Section 16.856 of the Wisconsin State Statutes the Prevailing Wage Rate does not apply to this project.

BIDDERS PROOF OF RESPONSIBILITY: Each Prime Contractor submitting a bid shall have on file a Bidders Proof of Responsibility Statement with the City Clerk on or before the date and time set for the Bid Opening.

BID SECURITY: Bid security in the amount of not less than 5% of the bidder's maximum bid price and in the form of a bid bond, certified check or cashiers check (payable to the City of New Berlin) is required with the bid.

RIGHT TO REJECT BIDS: The City reserves the right to reject any and all bids, the right to waive irregularities and informalities in bidding, the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids, and the right to accept the bid which best serves the interests of the City.

CONTRACT SECURITY: The bidder to whom a Contract is awarded shall furnish Performance and Payment Bonds for the full amount of the Contract within 10 days of award or execution of the Contract. The Performance and Payment Bonds shall contain a provision to increase the Performance Bonds by the amount of any change orders that might increase the amount of the Contract price. If such bidder fails to execute and file such Contract, Performance and Payment Bonds, within the ten day period, the check, bond, or bank draft accompanying the bid shall be forfeited to the City of New Berlin as liquidated damages.

BID WITHDRAWAL: The City reserves the right to postpone the award of the contract and no bids shall be withdrawn for a period not exceeding 60 days after the date and time set forth in the Bid Opening. The City further reserves the right to retain the bid security of the three (3) lowest bidders during that time.

Published by authority of the City of New Berlin, Department of Public Works, Lucas Pichler, Director.

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
Waukesha County

Rubina Medina, City Clerk David Ament, Mayor

PUBLISH: Wednesday, June 3, 2026
Wednesday, June 10, 2026

SUBCONTRACTOR LIST

The following Subcontractors will be utilized for portions of the Project Work (only list those > $1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the City.

Subcontractor	Classification of Work	Estimated Dollar Amount

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date: _____

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

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

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

Sincerely,

_____
Signature

_____
Printed Name

PRE-QUALIFICATION STATEMENT- CONFIDENTIAL DATA

TO: **CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN**

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

IDENTIFICATION

Official Firm Name _____

Mailing Address: _____

_____

_____

Telephone No. (_____)_____

Fax No. (_____) _____

Number of Years in Business under Present Firm Name: _____

Classification of Work for Which Your Firm is seeking Qualification:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please CHECK Type of Firm Organization:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

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

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

Tabulation of Construction Experience of Principle Individuals in Organization

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

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

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

CONTRACTUAL RESPONSIBILITY

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

Trade	Percentage of Work

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

☐ Yes

☐ No

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

When	Where	Why

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

☐ Yes

☐ No

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

Firm Name(s)	When	Where	Why

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

☐ Yes

☐ No

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

When	Where	Why

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

☐ Yes

☐ No

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

When	Where	Why

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

Project	Location

BONDING RESPONSIBILITY

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

Name	Address

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

Name	Address

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

☐ Yes

☐ No

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

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

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

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

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

Name of firm preparing statement:_____

Are any of the firm's assets assigned?

☐ Yes

☐ No

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

Assigned Asset	Purpose

GENERAL DATA

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

Project	Trade	Year

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

☐ Yes
☐ No

Are you familiar with its terms and conditions?

☐ Yes
☐ No

Are you familiar with the City's specifications?

☐ Yes
☐ No

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

☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN
} ss
_____ County

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

Subscribed and sworn to before me
This ___ day of _____, 20__
_____Notary Public
_____County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

SUBCONTRACTOR'S QUALIFICATION STATEMENT
Submitted to
The City of New Berlin

Submit one copy of qualification for each Subcontractor.

The undersigned certifies, under oath, the truth and correctness of all statements and of all answers to questions made hereinafter.

NAME OF PERSON SUBMITTING STATEMENT:

_____

NAME OF FIRM:

_____

ADDRESS:

_____

TELEPHONE NUMBER: _____

LOCATION OR PRINCIPAL OFFICE:

_____

CHECK ONE:

Corporation ____ Partnership ____ Individual ____ Jt Venture ____

Limited Liability Company _____ Other ____

_____
Signature

TYPE OF WORK SPECIALIZATION: _____ CONSTRUCTION

1. How many years, for the type of work specialization stated above, has your organization been in business as a Contractor?

2. How many years has your organization been in business under its present business name?

3. If a corporation, provide the following information:

   a. Date of incorporation:

   b. State of incorporation:

4. If individual or partnership, provide the following information:

   a. Date of organization:

   b. Name and address of all partners (state whether general or limited partnership):

5. If Joint Venture, Limited Liability Company or other organization than a corporation or partnership, describe the organization and name principals:

6. List the percentage of work normally performed with your own work force. List those trades below:

7. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a pool contract? If so, state the circumstances:

9a. List the names of the project, owner, architect, general contractor or construction manager, contract amount, current percent complete, and scheduled completion date of the major construction projects your organization has in progress at this time:

9b. Expects to have in progress at the time of the performance period for this project:

10. List your trade references:

11. List your banking references:

12. List your bonding references:

    a. Name and address of bonding company:

    b. Limits of bonding capacity:

    c. Average bond premium cost:

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

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

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

c. Date of statement or balance sheet:

d. Name of firm preparing statement:

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

15. State your method for estimating your expenses for this type of work:

16. How do you pre-qualify your subcontractors and suppliers:

17. Describe your Quality Control Program:

18. How do you normally staff your projects (job-site management organization)? What is the total number of full-time employees of your firm:

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 9
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 11
4.01 Availability of Lands 11
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 12
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 17
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 19
5.06 Property Insurance 19
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.09 Acceptance of Bonds and Insurance; Option to Replace 21
5.10 Partial Utilization, Acknowledgment of Property Insurer 22

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 27
6.08 Permits 27
6.09 Laws and Regulations 28
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 31
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 33
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 35
7.01 Related Work at Site 35
7.02 Coordination 35
7.03 Legal Relationships 36

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 37
8.08 Inspections, Tests, and Approvals 37
8.09 Limitations on Owner's Responsibilities 37
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.02 Visits to Site 37
9.03 Project Representative 38
9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 39
9.07 Determinations for Unit Price Work 39
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 41
10.03 Execution of Change Orders 41
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 45
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 46
12.01 Change of Contract Price 46
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 49
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 50
13.06 Correction or Removal of Defective Work 50
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 52

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 55
14.04 Substantial Completion 55
14.05 Partial Utilization 56
14.06 Final Inspection 57
14.07 Final Payment 57
14.08 Final Completion Delayed 58

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.09 Waiver of Claims 58

Article 15 – Suspension of Work and Termination 59
15.01 Owner May Suspend Work 59
15.02 Owner May Terminate for Cause 59
15.03 Owner May Terminate For Convenience 60
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 61
16.01 Methods and Procedures 61

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 62
17.03 Cumulative Remedies 62
17.04 Survival of Obligations 62
17.05 Controlling Law 62
17.06 Headings 62

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. ~~Any~~ conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

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

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SPECIAL PROVISIONS
CONTRACT PK-2026-01
2026 ATHLETIC FIELD RENOVATION

I. Specifications

All work is to conform to the City of New Berlin Softball and Baseball Field Specifications attached to this Contract as Exhibit A.

II. Time for Start of Work and Completion

The City of New Berlin is requesting that the work start no later than August 10, 2026 and be completed by **October 16, 2026**. After October 16, 2026, a fee of $125.00 per calendar day will be charged to the Contractor liquidated damages. The anticipated Contract Award date and Notice to Proceed date for this Contract will be **July 28, 2026.** Once the Contractor begins work under this Contract, the work shall continue until complete.

III. General

The City reserves the right to accept all or part of the work as funding allows. Due to funding limitations, the City reserves the right to delete any of the work to satisfy the budget limitations. The Contractor will not receive extra compensation due to the deletion of any of the work, even if the amount deleted exceeds 15% of the original Contract amount.

The majority of the work, as indicated per these specifications and as directed by the Engineer under this Contract shall consist of renovating Malone Park Diamond #3, fencing & netting improvements at Malone Park Diamond #3, located at 16440 W. Al Stigler Pkwy. Alternate A consists of renovating Pro Healthcare Park Diamond #1 located at 2950 S. Sunny Slope Rd, and Alternate B consists of renovation of Diamond #1 at the Community Center at Hickory Grove located at 2600 S. Sunny Slope Rd. Renovation consists of regrading infield and outfield to meet the City's Standard Specifications, relocating bases as identified, and turf restoration.

IV. Prequalification

Contractor and all subcontractors shall either submit an Annual Qualification Statement to the City or a project-specific Qualification Statement as part of the Bid Package. The City reserves the right to deny the services of any subcontractor.

V. Traffic Control & Safety

During work on each field, the City will not accept reservations, but the park will be open to the public for general use. The Contractor is responsible for providing any necessary signage or fencing necessary to protect the public from the work area, which is considered incidental to the project.

VI. Malone Park Diamond #3 Renovation

The field reconditioning to Malone Park Diamond #3 shall consist of the following:

- The existing base, mound, infield, and outfield locations shall be relocated to meet the dimensions from the existing backstop as shown in sheet C200 in Exhibit A.
- The infield and outfield shall be top-dressed and/or graded to meet the slopes identified in sheet C203 in Exhibit A, “Baseball Cross Sheet Flow Grading Plan”.
- Turf infield shall be sodded with 100% Athletic Blend Kentucky Bluegrass. Contractor shall be responsible for watering.
- Infield mix shall consist of 3” Quickpitch Red Limestone. Mix shall be laser graded and compacted.
- Pitcher’s mound shall be constructed with clay slope and table.
- Batter’s and catcher’s boxes shall be installed with a clay base.
- New base anchors shall be installed meeting the dimensions shown in sheet C200. One set of bases shall be furnished by the Contractor.
- Existing foul poles shall be relocated to meet the new base locations. Existing foul pole foundations shall be removed and the area restored.
- Warning track shall be graded to meet new elevations. Additional warning track material, if needed, shall be crushed red granite.
- Topsoil used in outfield grading shall be screened and free of debris. Topsoil shall be laser graded and hydroseeded with 80/20 Blue/Rye Mix. Contractor shall be responsible for watering.
- Contractor shall ensure minimum 80% establishment of seeded turf and shall warranty all work for one year.

VII. Malone Fence & Dugout Improvements

- Complete Diamond #3 fence removal and disposal as shown on sheet C3.4 in Exhibit B.
- Install new fencing as shown on C3.4 in Exhibit B.
- Furnish and install backstop netting as shown in Exhibit B. The 50’ support poles necessary for the netting shall be provided by the City, and installed by the Contractor.
- Construct 13’x43’, 5” thick concrete pad at each dugout.

VIII. Pro Healthcare Park Diamond #1 Renovation (Alternate A)

The field reconditioning to Pro Healthcare Park #1 shall consist of the following:

- The existing base, mound, infield, and outfield locations shall be relocated to meet the dimensions from the existing backstop as shown in sheet C100 in Exhibit A.
- The infield and outfield shall be top-dressed and/or graded to meet the slopes identified in sheet C103 in Exhibit A, “Softball Cross Sheet Flow Grading Plan”. Due to topography of the existing site, the outfield slope may be increased to 1.5%.

- The infield of this diamond experiences significant washout due to drainage from the north and northwest. The City intends to perform moderate grading and drainage improvements north of the backstop, but grading of the infield and outfield shall consider redirecting drainage around the infield.
- Infield mix shall consist of 3” Quickpitch Red Limestone. Mix shall be laser graded and compacted.
- Pitcher’s mound shall be constructed with clay slope and table.
- Batters and catcher’s boxes shall be installed with a clay base.
- New base anchors shall be installed to meet the dimensions shown in sheet C100. One set of bases shall be furnished by the Contractor.
- Topsoil used in outfield grading shall be screened and free of debris. Topsoil shall be laser graded and hydroseeded with 80/20 Blue/Rye Mix. Contractor shall be responsible for watering.
- Contractor shall ensure minimum 80% establishment of seeded turf and shall warranty all work for one year.
- 13’x43’, 5” thickness concrete dugout and dugout fencing shall be installed per specifications in Exhibit A.
- 5” Concrete pad for spectator bleacher shall be installed and existing bleachers placed on pad.

IX Community Center at Hickory Grove Diamond #1 Renovation (Alternate B)

- The two existing backstops shall be removed and area restored to turf. All disturbed turf areas shall be restored to original condition.
- The new field shall be constructed according to the plans as shown in Exhibit D.
- Survey and staking to be coordinated by contractor.
- Infield mix shall consist of 6” Quickpitch Red Limestone. Mix shall be laser graded and compacted.
- Batter’s and catcher’s boxes shall be installed with a clay base.
- New base anchors shall be installed meeting the dimensions shown in sheet C101 of Exhibit D. One set of bases shall be furnished by the Contractor.
- Topsoil used in outfield grading shall be screened and free of debris. Topsoil shall be laser graded and hydroseeded with 80/20 Blue/Rye Mix. Contractor shall be responsible for watering.
- Contractor shall ensure minimum 80% establishment of seeded turf and shall warranty all work for one year.
- 5” Concrete pad and walkway for spectator bleacher shall be installed.

CITY OF NEW BERLIN
PK-2026-01

2026 Athletic Field Renovation

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

Having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Form of Bonds, etc., Plans, Specifications, any Addenda and Exhibits issued and attached to the Contract Documents on file in the Office of the Director of Public Works of New Berlin, Wisconsin, the undersigned hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following Bidding Schedule, all in accordance with the Plans and Specifications for the sum set forth in the following Bidding Schedule:

Base Bid

Bid Item	Description	Unit Cost	Unit	Quantity	Cost
1	Malone Park Diamond #3 Renovation		Lump Sum	1	
2	Malone Park Fence and Dugout Improvements		Lump Sum	1	
				Total Cost	

Write Out Total: _____

_____

Alternate A

Bid Item	Description	Unit Cost	Unit	Quantity	Cost
1	Pro Healthcare Park Diamond #1 Renovation		Lump Sum	1	
				Total Cost	

Write Out Total: _____

_____

Alternate B					
Bid Item	**Description**	**Unit Cost**	**Unit**	**Quantity**	**Cost**
1	Community Center at Hickory Grove Diamond #1 Renovation		Lump Sum	1	
				Total Cost	

Write Out Total: _____

_____

Accompanying this Proposal is a (Certified Check) (Bid Bond) (Bank Draft) in the amount of Five Percent (5%) of amount bid payable to the City of New Berlin, Wisconsin, which (protects) it is agreed will be forfeited to said City of New Berlin if the Undersigned failed to execute the Contract in conformity with the Form of Contract incorporated in the Contract Document, and furnish bond as specified within ten days from the notifications of the award of the Contract to the undersigned.

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals. It is further understood and agreed that this Proposal may not be withdrawn for a period of (60) sixty days from the opening thereof.

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by October 16, 2026. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

The Contractor hereby declares that he has read each and every stipulation within the "Specifications" including all Codes referred to, and that he fully understands them and that he hereby agrees to faithfully comply therewith.

It is agreed that if the Contractor is permitted to finish the work after the time stated in this Proposal, the City of New Berlin may deduct from any money due the Contractor a sum of 125.00 dollars for every calendar day beyond the above specified time which shall elapse before the work is satisfactorily completed unless a written extension is approved by the City Engineer.

_____

DATE

_____

FIRM NAME

BY:_____

_____

TITLE

BY:_____

_____

TITLE

OFFICIAL ADDRESS

_____

_____

_____

_____

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

CONTRACT
PK-2026-01

This Contract made this _____ day of _____, 2026, by and between _____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation service required to perform and complete in a workmanlike manner the projects as defined in these Contract documents, all in strict accordance with the specifications and in strict compliance with the Contractor's proposal and other Contract documents, herein mentioned as component parts of this Contract. The Contractor shall do everything required by this Contract and other documents constituting a part thereof and in the manner specified therein.

The anticipated Contract Award date and Notice to Proceed date for this Contract will be July 28, 2026. The City of New Berlin is requesting that the work start no later than **August 10, 2026** and be completed by **October 16, 2026**.

ARTICLE II. CONTRACT PRICE

Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the approved not to exceed Contract price of:

_____.

The above total shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximately only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract documents and at the unit prices stated above.

PAYMENT

The Contractor shall review pay quantities with the Engineer on a minimum bi-weekly basis. No more than two weeks shall pass between when the work has taken place and the quantity verification between the Engineer and Contractor. If more than two weeks pass, the quantities as measured by the inspector and confirmed by the Engineer shall be conclusive.

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of the

Work is completed. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the Engineer, Owner will continue to retain part of the payments up to 10% of the value of the Work completed.

Owner, in case the work under this Contract is not completed within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties and to apply the amounts retained from estimates to the completion of the work.

The final payment shall be made within 60 days after completion and acceptance of the work included in this Contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if not attached, as if the same were hereto attached.

Advertisement for Bids
Subcontractor List
Bidder's Qualification Statement
Subcontractor's Qualification Statement
Special Provisions
Bid Proposal
Contract
Bid Bond
Project Drawings
City of New Berlin Softball and Baseball Field Specifications

The Contract Documents form a complete unit and requirements called for by one as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over general conditions.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

Per Section 16.856 of the Wisconsin State Statutes the Prevailing Wage Rate does not apply to this project.

ARTICLE V. LIQUIDATED DAMAGES

In the event that the services to be provided by Contractor under this Contract are not completed by the date of final completion set forth herein, then, in that event Contractor shall be responsible to pay to City as liquidated damages the sum of $125.00 per day for each day

or portion of a day that the work remains uncompleted thereafter. The parties acknowledge that the City shall have the right to offset said liquidated damages as against any sums which might otherwise be due Contractor under this Contract. The liquidated damages provided for herein shall not be in lieu of any other claims or damages which the City may otherwise be entitled to. The City shall make the final determination of whether Contractor has completed its Contract responsibilities.

ARTICLE VI. OBSTRUCTION OF STREETS

If the Contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so; and such Contractor shall further be liable for all damages caused by the negligent digging up of the streets, alleys, or public grounds or which may result from his carelessness in the execution of such work (Section 62.15 (11), Wisconsin Statutes). The Contractor shall also be bound by any further requirements of the specifications on this point.

ARTICLE VII. HOLD HARMLESS CLAUSE

And the Contractor covenants and agrees that he will indemnify and save harmless the owner and defend the same against any and all liability, claims, loss, damages, interest, actions, suits, judgements, costs, expenses, attorney's fees, and the like, to whomsoever owned or by whomsoever brought or obtained which may in any manner result from, or arise out of the performance of the work herein mentioned, expressly including the negligence of the Contractor and/or the owner (or the negligence of the agents, servants, employees, workmen or independent Contractors of either of them) in carrying out and supervising the said work in any respect whatever.

ARTICLE VIII. CONTRACT BOND

At the time that the Contract is executed, the Contractor shall furnish to the Owner a performance/labor and material payment bond in the amount of 100% of the Contract price issued by a surety company licensed to do business in this state conditioned for the faithful performance of the Contract and the payment to every person entitled thereto of all claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the Contract and as specified in the Contract all as required by Section 289.14 (1), Wisconsin Statutes.

ARTICLE IX. INSURANCE & ENDORSEMENT

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor. The Contractor shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The Contractor shall be solely responsible to meet Contractor insurance needs as specified below during the terms of this Contract or any extension thereof.

General Liability:	
General Aggregate	$2,000,000
Products Comp/Ops Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000
Each occurrence	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 5,000
Automobile Liability:	
CSL	$1,000,000
Bodily Injury (Per Accident)	$1,000,000
Property Damage (Per Accident)	$1,000,000
Umbrella Liability:	
Umbrella Form - Each Occurrence	$2,000,000
Umbrella Form - Aggregate	$2,000,000
Self-Insured Retention	$ 10,000
Workers' Compensation and Employers' Liability	
Each Accident	$ 500,000
Disease Policy Limit	$1,000,000
Disease Each Employee	$ 500,000

The Contractor shall not commence work until he has obtained all insurance required by the City of New Berlin. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the City Engineer as evidence thereof naming the City as an additional insured and showing the Contractor is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the City prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The additional insurance must be on a primary and noncontributory basis.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

_____
Contractor

_____

_____
Address

(SEAL)
ATTEST:
By:_____ By:_____

_____ _____
Title

By:_____
Mayor

(SEAL)
ATTEST:

_____ By:_____
Clerk

_____

Provision has been made to pay the
liability that will accrue under
this Contract.

_____ Date:_____
Treasurer

Approved as to form:

By:_____Date:_____
Attorney

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as principal, and

_____ as Surety, are hereby

held and firmly bound unto City of New Berlin as Owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and

severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20___.

The condition of the above obligation is such that whereas the Principal has submitted to City of New Berlin a

certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

2026 Athletic Field Renovation, Contract PK-2026-01, City of New Berlin.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

Surety

By:

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2 Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2. Claimants who do not have a direct contract with Contractor:

      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Exhibit A

CITY OF NEW BERLIN SOFTBALL AND BASEBALL FIELD SPECIFICATIONS

City of New Berlin

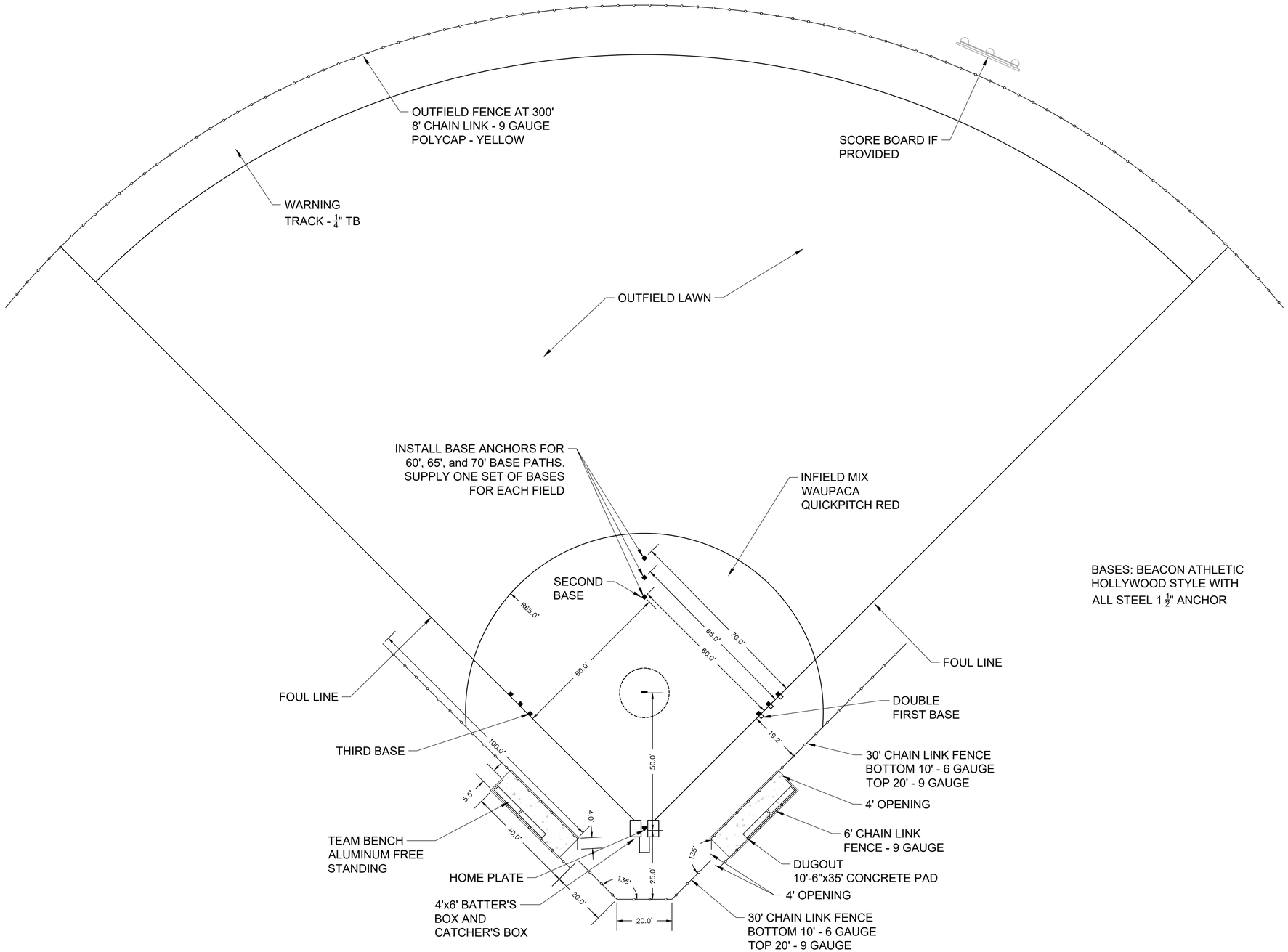
SEPTEMBER 9, 2025

Softball Field Standards – dirt infield

1. Standard Distances –
    a. Baselines – 60’, 65’, 70’ – have 90’ in a few locations where also used for tournaments on smaller baselines.
    b. Pitcher’s Rubber – 50’ is standard, use lay down rubber for other distances.
    c. Distance to Back Stop – varies per field.
    d. Infield arc distance – 65’ from pitchers rubber set to standard for 70’ baselines.
    e. Distance to Outfield fences – standard is 300’, tournaments setup smaller as needed.
    f. Coach’s Box – None painted.
    g. Batter’s Box – Only painted for tournaments, use 4’x’6’ with 5’x5’ catcher box.
2. Bases –
    a. Brand – Hollywood style.
    b. Double First Base - yes
    c. Mounting – concrete anchor, with base into anchor, Beacon Athletics, All steel 1 ½” anchor
    d. How many sets per field – 1 set, large 90’ baseline field has extra base.
3. Pitcher’s Mound – no mounds are used, marked on level ground
4. Infield Mix – Waupaca ‘Quickpitch Red Limestone’ Infield Mix.
5. Dugouts –
    a. Fence heights – 30’ Chain link on field side, 6’ chain link 9-gauge on rear.
    b. Team benches – aluminum free standing.
    c. Ground surface –concrete pad.
    d. Roof –metal roof attached to chain link fence with pitch to backside of dugout.
6. Back Stop –
    a. Height/Materials– 30’ tall chain link – bottom 10’ height is 6-gauge and top 20’ is 9-gauge.
7. Fencing –
    a. Height/Material – 30’ tall chain link fencing extending 100’ from start of dugout - bottom 10’ height is 6-gauge and top 20’ is 9 gauge. Outfield fence 8’ tall 9-gauge.
    b. Top Guard –Polycap yellow on outfield fence.
    c. Gates – Non used on softball fields as open area between infield fence and outfield fence.
    d. Material under fence –¼” TB.
    e. Windscreens – not used, sponsorship signs placed on fencing.
8. Foul Poles – these are made in house with wood.
9. Warning Track material – ¼” TB.
10. Equipment storage area – some facilities have sheds and others have lock boxes.
11. Score Board – When donated or added, use matching brands.
12. Spectator seating – current is aluminum bleachers
13. Lighting – current supplier is Musco
14. Irrigation/ quick coupler – fields are not irrigated, preference to have quick coupler connections for watering outfield and infield as needed.

Baseball Field Standards – grass infield Malone #3 and Valley View North

1. Standard Distances –
    a. Baselines –90’.
    b. Pitcher’s Rubber – 60’-6”.
    c. Distance to Back Stop – Varies.
    d. Infield arc distance – 95’ radius from pitching rubber.
    e. Distance to Outfield fences – Varies at Malone #3, no fencing at Valley View.
    f. Coach’s Box – current has infield mix area for box, paint running lane to first base.
    g. Batter’s Box – use 4’x’6’ with catcher box.
2. Bases –
    a. Brand – Hollywood style.
    b. Double First Base -Yes.
    c. Mounting – concrete anchor, with base into anchor, Beacon Athletics, All steel 1 ½” anchor.
    d. How many sets per field – 1 set.
3. Pitcher’s Mound – built in place.
4. Infield Mix – Waupaca ‘Quickpitch Red Limestone’ Infield Mix.
5. Dugouts –
    a. Fence heights – 8’ Chain link 6-gauge.
    b. Team benches – aluminum free standing.
    c. Ground surface –concrete pad.
    d. Roof - metal roof attached to chain link fence with pitch to backside of dugout.
6. Back Stop –
    a. Height/Materials – 32’ Netting and 8’ Chain link 6-gauge.
7. Fencing –
    a. Height/Material –32’ Netting and 8’ Chain link 6-gauge fencing is extended 150’ down first base and third base lines. Then 8’ chain link 9-gauge is extended to outfield. Outfield is 8’ chain link 9-gauge.
    b. Top Guard – Polycap yellow on outfield fence.
    c. Gates – Minimum double 6’ wide gates.
    d. Material under fence – crushed red granite at Malone #3, ¼” TB at Valley View
    e. Windscreens – not used, sponsorship signs placed on fencing
8. Foul Poles – Malone #3 has manufactured, None at Valley View.
9. Warning Track material –crushed red granite at Malone #3, nothing at Valley View
10. Equipment storage area - some facilities have sheds and others have lock boxes.
11. Score Board – When donated or added, use matching brands.
12. Spectator seating – Current is aluminum bleachers
13. Lighting – current supplier is Musco
14. Irrigation/quick coupler – Malone #3 is irrigated, preference to have quick coupler connections for watering outfield and infield as needed at Valley View.



BASES: BEACON ATHLETIC
HOLLYWOOD STYLE WITH
ALL STEEL 1 ½" ANCHOR

Know what's below.
Call before you dig.

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

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

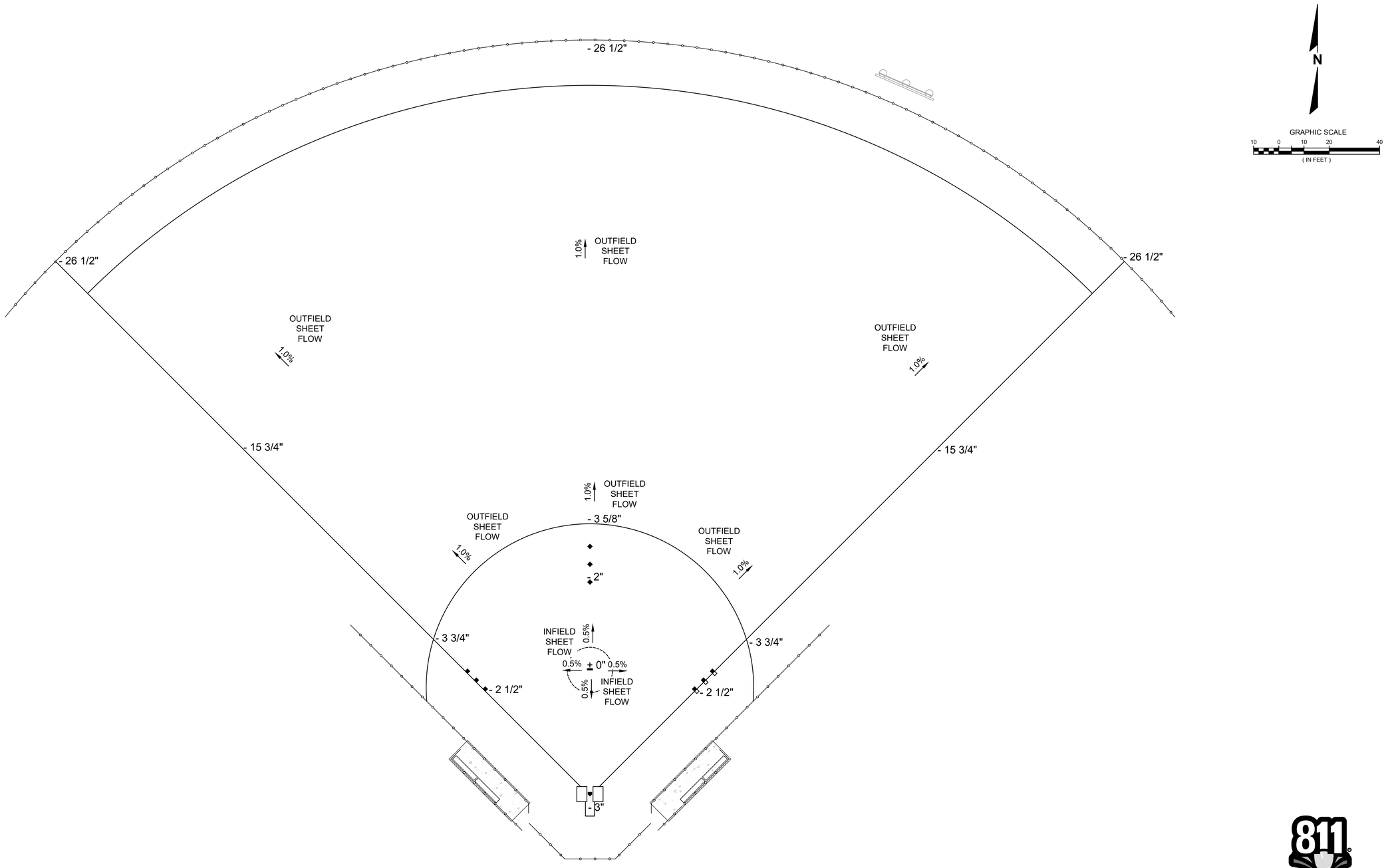
SOFTBALL FIELD STANDARDS

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: 08/21/25
SCALE: 1" = 20'
JOB NO. 3250171
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: DMM

SHEET NUMBER
C100

P:\3250171\Dwg\Sheets\3250171_SPO.dwg, Softball Field34x22, 8/21/2025 2:24:35 PM, rew



MINIMUM SLOPES AND GRADES FOR CONICAL SHEET FLOW WITH PITCHER'S MOUND AS HIGH POINT

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

SOFTBALL
CONICAL GRADING PLAN

Know what's **below.**
Call before you dig.

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

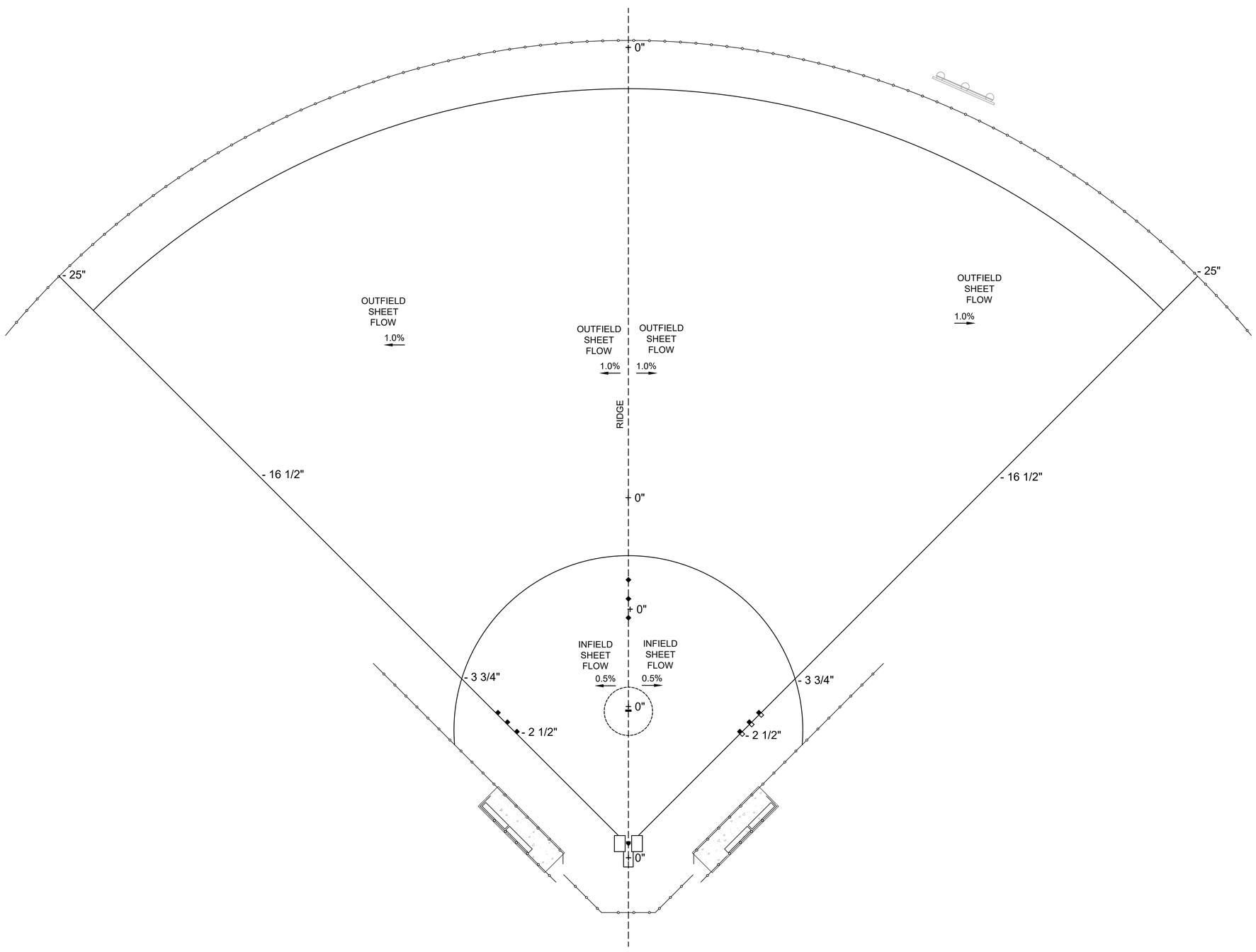
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: 08/21/25
SCALE: 1" = 20'
JOB NO. 3250171
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: DMM

SHEET NUMBER
C101

F:\3250171\Dwg\Sheets\3250171_SP0.dwg, Softball Conicol 34x22, 8/21/2025 2:24:35 PM, rew



MINIMUM SLOPES AND GRADES FOR SPLIT SHEET FLOW WITH RIDGE FROM HOME PLATE THROUGH SECOND BASE

N

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

SOFTBALL
SPLIT SHEET FLOW GRADING PLAN

Know what's **below.**
Call before you dig.

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

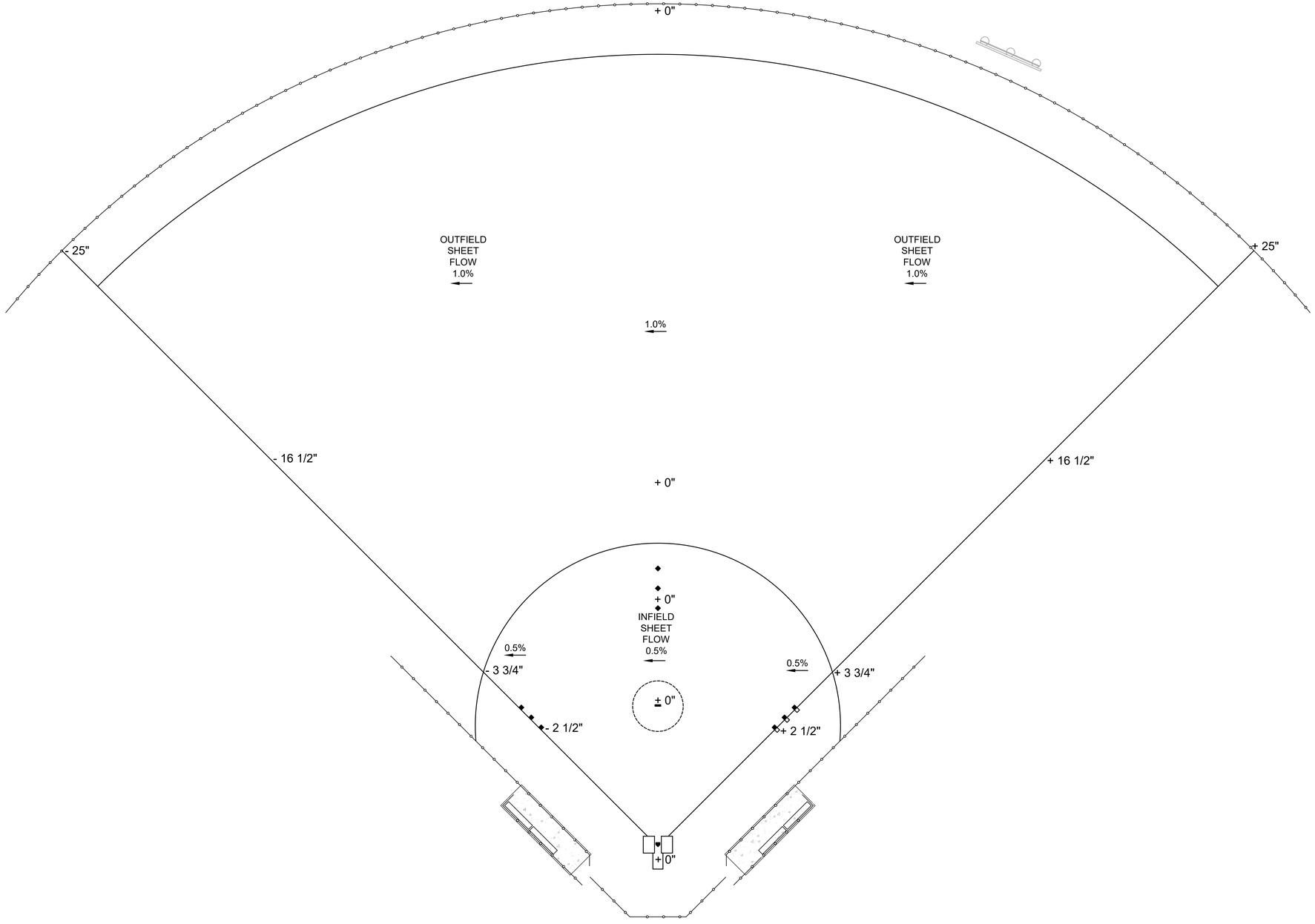
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: **08/21/25**
SCALE: **1" = 20'**
JOB NO. **3250171**
PROJECT MANAGER: **ROB WILLIAMS, PLA**
DESIGNED BY: **REW**
CHECKED BY: **DMM**

SHEET NUMBER
C102

P:\3250171\Dwg\Sheets\3250171_SPO.dwg, Softball Split Sheetflow34x22, 8/21/2025 2:24:36 PM, rew



MINIMUM SLOPES AND GRADES FOR CROSS SHEET FLOW FROM RIGHT FIELD TO LEFT FIELD

N

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

SOFTBALL
CROSS SHEET FLOW GRADING PLAN

Know what's **below.**
Call before you dig.

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

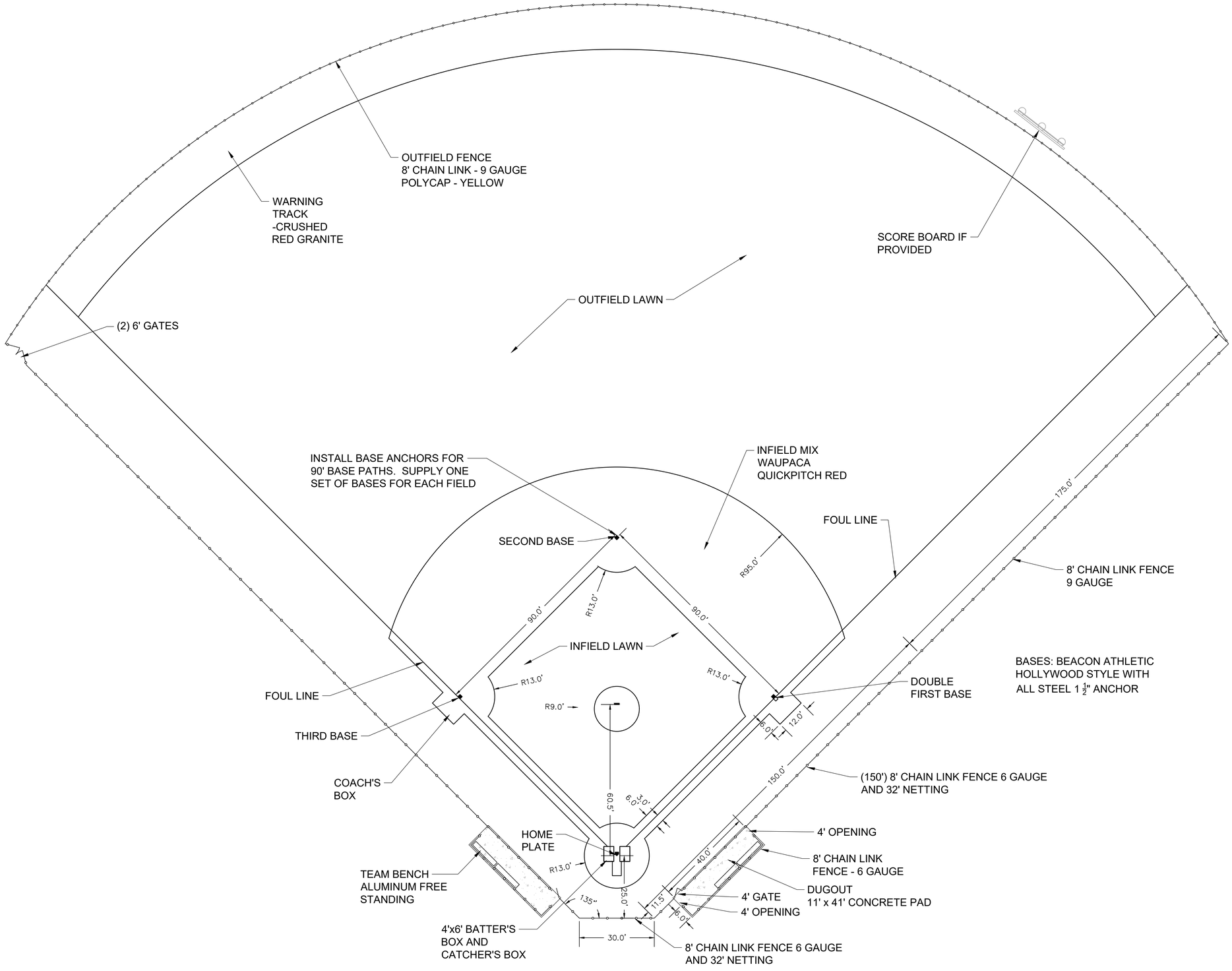
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: 08/21/25
SCALE: 1" = 20'
JOB NO. 3250171
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: DMM

SHEET NUMBER
C103

F:\3250171\Dwg\Sheets\3250171_SP0.dwg, Softball Sheetflow34x22, 8/21/2025 2:24:36 PM, rew



N

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

BASEBALL FIELD STANDARDS

Know what's below. Call before you dig.

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

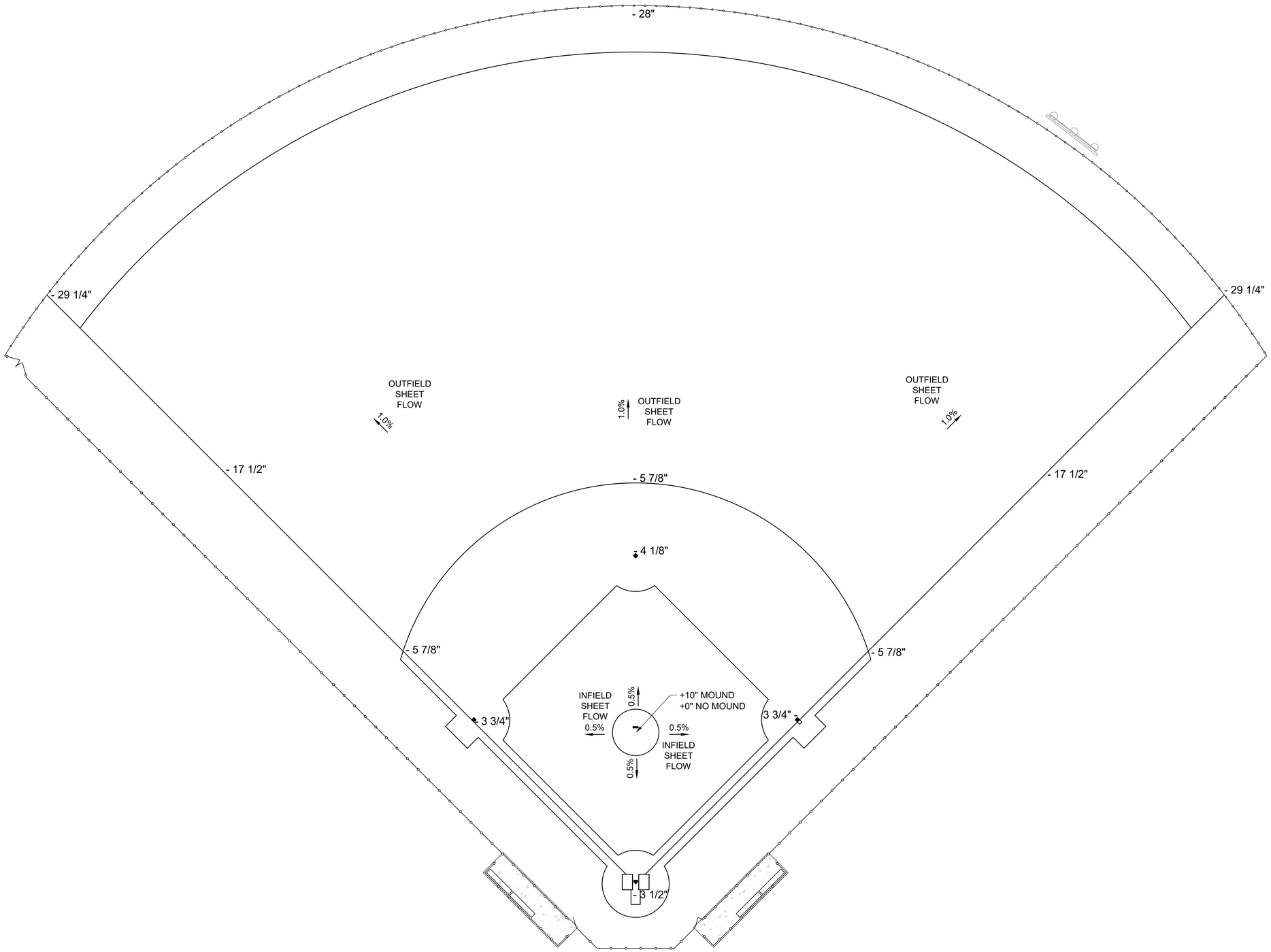
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE:	08/21/25
SCALE:	1" = 20'
JOB NO.	3250171
PROJECT MANAGER:	ROB WILLIAMS, PLA
DESIGNED BY:	REW
CHECKED BY:	DMM

SHEET NUMBER
C200

P:\3250171\Dwg\Sheets\3250171_SP0.dwg, Baseball Field 34x22, 8/21/2025 2:24:37 PM, rew



MINIMUM SLOPES AND GRADES FOR CONICAL SHEET FLOW WITH PITCHER'S MOUND AS HIGH POINT

N

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

BASEBALL
CONICAL GRADING PLAN

Know what's **below.**
Call before you dig.

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

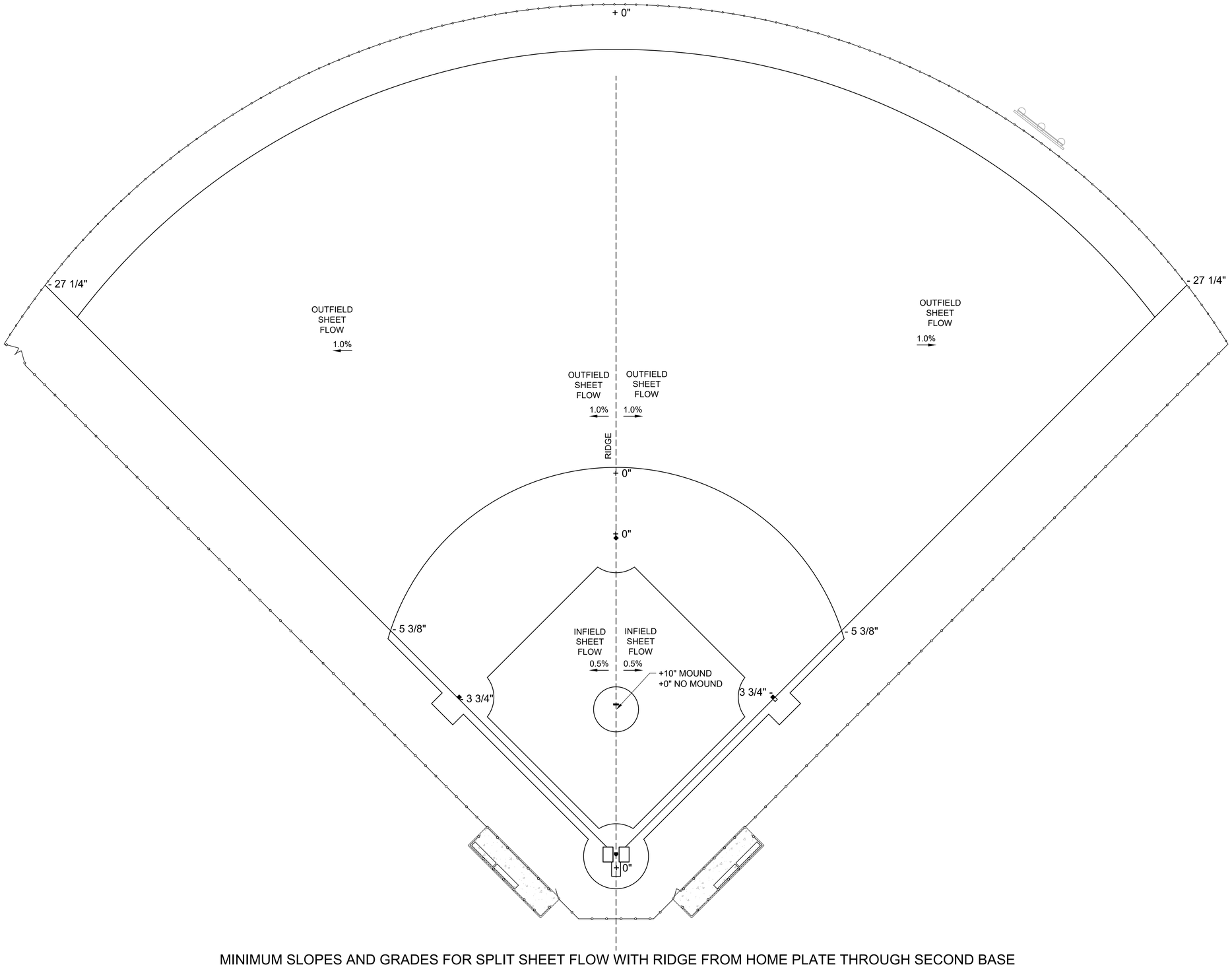
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: **08/21/25**
SCALE: **1" = 20'**
JOB NO. **3250171**
PROJECT MANAGER: **ROB WILLIAMS, PLA**
DESIGNED BY: **REW**
CHECKED BY: **DMM**

SHEET NUMBER
C201

P:\3250171\Dwg\Sheets\3250171_SP0.dwg, Baseball Conical 34x22, 8/21/2025 2:24:37 PM, rew



MINIMUM SLOPES AND GRADES FOR SPLIT SHEET FLOW WITH RIDGE FROM HOME PLATE THROUGH SECOND BASE

N

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

BASEBALL
SPLIT SHEET FLOW GRADING PLAN

Know what's **below.**
Call before you dig.

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

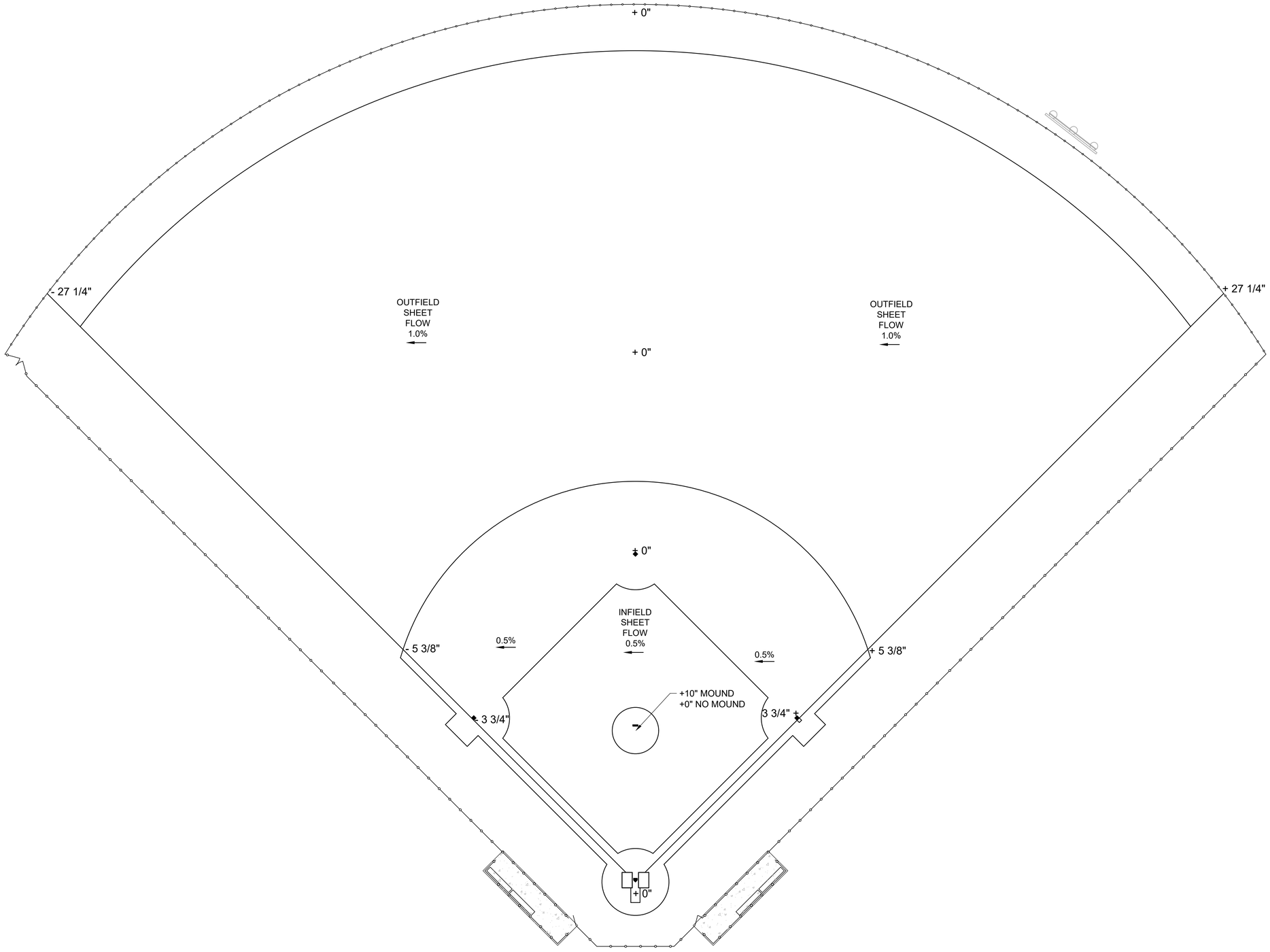
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: 08/21/25
SCALE: 1" = 20'
JOB NO. 3250171
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: DMM

SHEET NUMBER
C202

F:\3250171\Dwg\Sheets\3250171_SPO.dwg, Baseball Split Sheetflow34x22, 8/21/2025 2:24:38 PM, rew



MINIMUM SLOPES AND GRADES FOR CROSS SHEET FLOW FROM RIGHT FIELD TO LEFT FIELD

N

GRAPHIC SCALE

10 0 10 20 40

(IN FEET)

DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

NEW BERLIN FIELD STANDARDS
CITY OF NEW BERLIN

BASEBALL
CROSS SHEET FLOW GRADING PLAN

Know what's **below.**
Call before you dig.

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

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

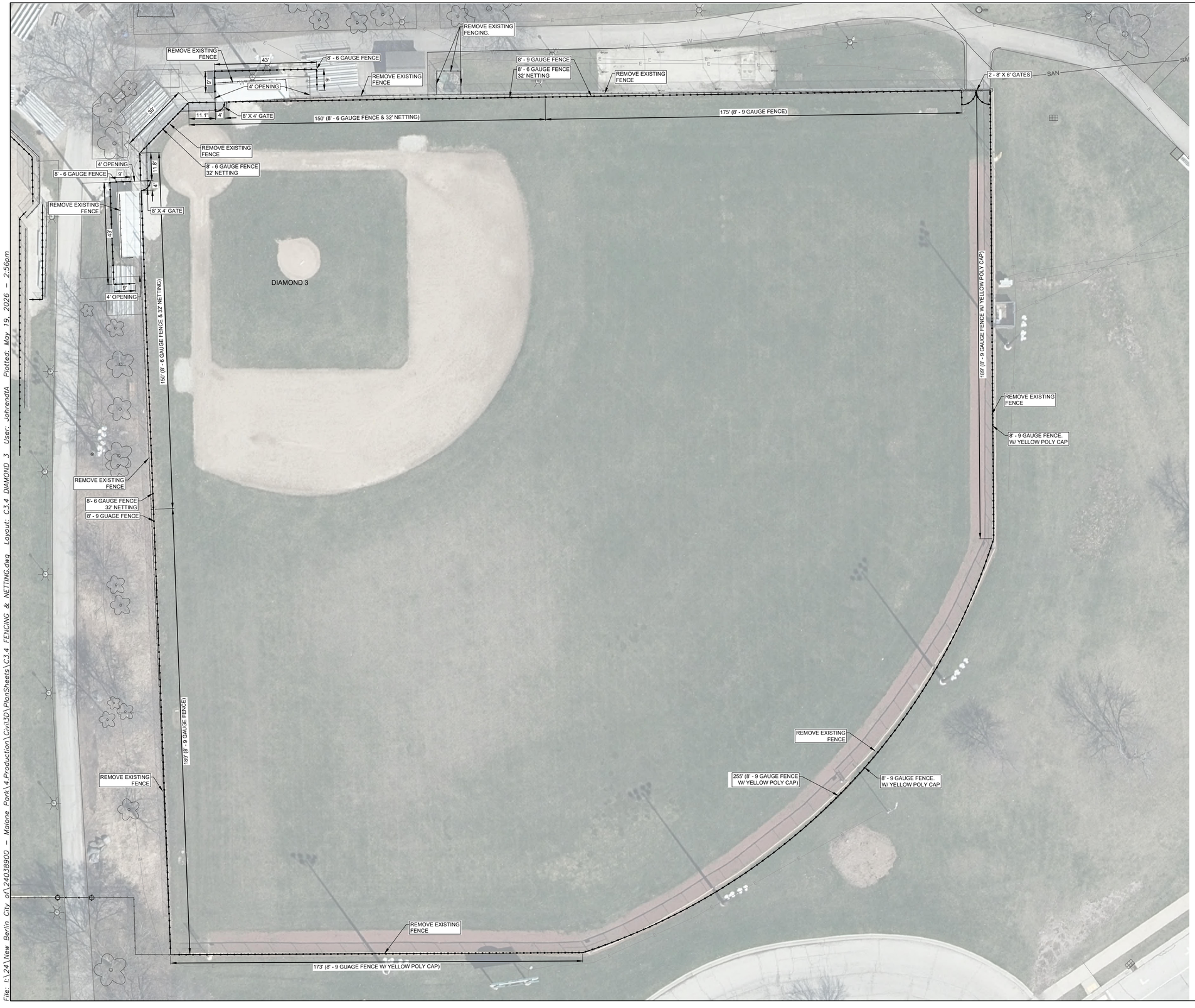
© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: **08/21/25**
SCALE: **1" = 20'**
JOB NO. **3250171**
PROJECT MANAGER: **ROB WILLIAMS, PLA**
DESIGNED BY: **REW**
CHECKED BY: **DMM**

SHEET NUMBER
C203

P:\3250171\Dwg\Sheets\3250171_SPO.dwg, Baseball Sheetflow34x22, 8/21/2025 2:24:38 PM, rew

Exhibit B



KEY NOTES

PROPOSED FENCE

EXISTING FENCE

ALL FENCING TO BE GALVANIZED STEEL.

ALL FENCING TO HAVE 10' O.C POST SPACING.

ALL CHAIN LINK FENCE TO HAVE 2" MESH SPACING

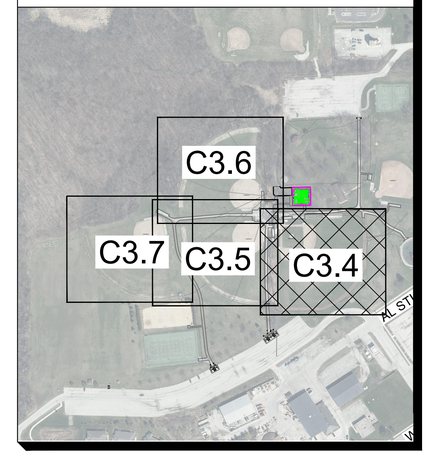
ALL NETTING TO BE #36 BLACK TWISTED KNOTTED NYLON, 1-3/4" SQUARE

REMOVE AND FILL EXISTING CONCRETE FOOTINGS. REMOVAL OF EXISTING FENCE AND POST SHALL BE INCIDENTAL TO PROPOSED FENCING IMPROVEMENTS

ALL EXISTING FENCING NOT LABELED "REMOVE" IS TO REMAIN IN KIND AND BE PROTECTED THROUGHOUT THE PROJECT.

FENCE POSTS ARE INCIDENTAL TO LF OF FENCING AND NETTING

OVERVIEW SHEET KEY



N

0 10 20 40

GRAPHIC SCALE IN FEET

AYRES
20975
SWENSON DR.
SUITE 200
WAUKESHA, WI 53186

Revision	Date
CB1	9/18/2025

MALONE PARK
CITY OF NEW BERLIN, WI
FENCING & NETTING PLAN
(DIAMOND 3)

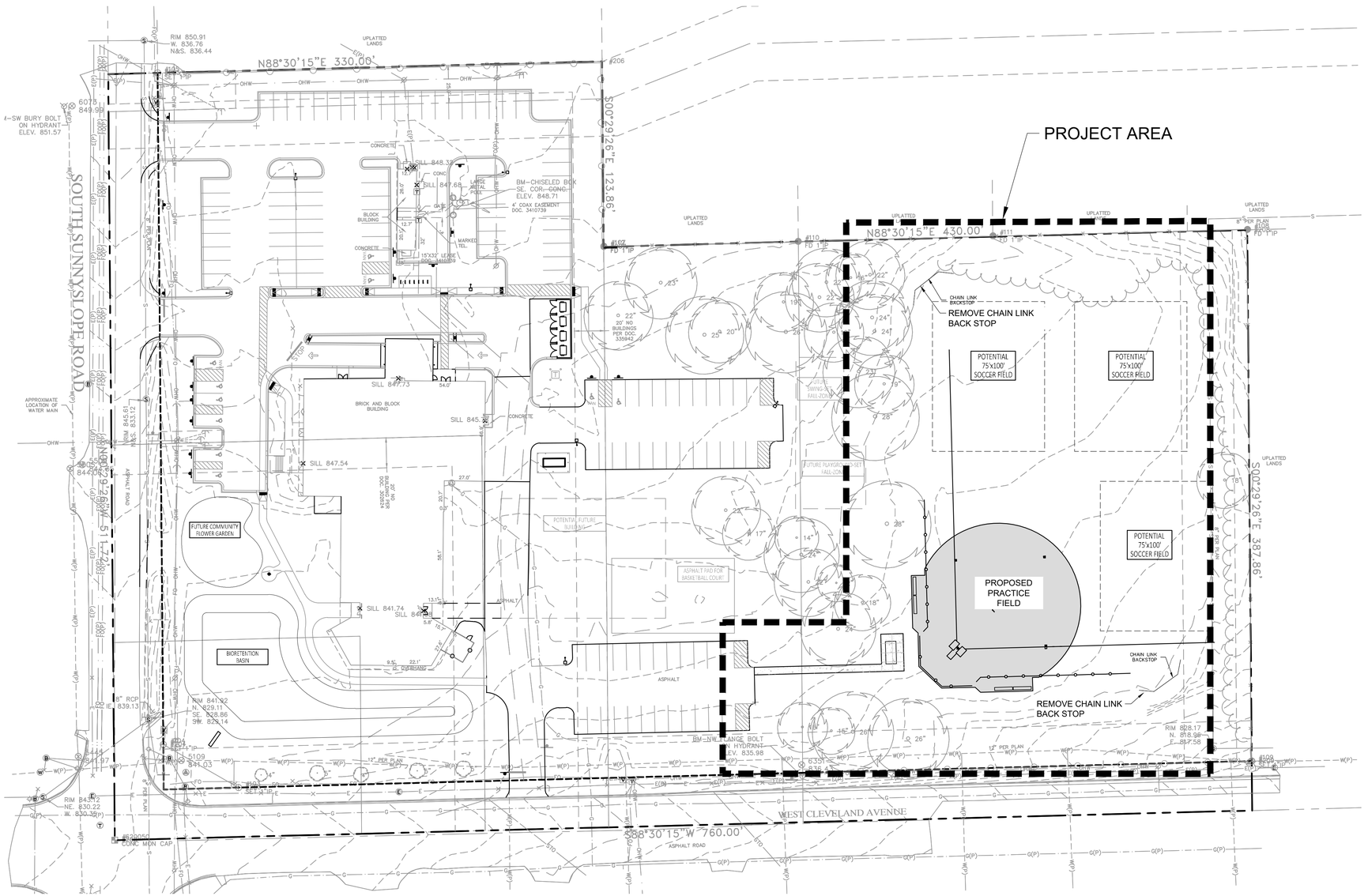
Drawn By: AJJ
Checked By: MDP
Date: 05/11/2026
Project No. 24-0389.00

Sheet Number

C3.4

File: I:\24\New Berlin, City of\24038900 - Malone Park\4.Production\Civil3D\PlanSheets\C3.4 FENCING & NETTING.dwg Layout: C3.4 DIAMOND 3 User: JohrendtA Plotted: May 19, 2026 - 2:56pm

Exhibit C



PLAN INDEX

SHEET NO.	DESCRIPTION
C100	OVERALL PLAN AND TITLE SHEET
C101	SOFTBALL FIELD SITE PLAN
C200	GRADING AND EROSION CONTROL PLAN

Know what's **below.**
Call before you dig.

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

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HICKORY GROVE SOFTBALL FIELD
CITY OF NEW BERLIN

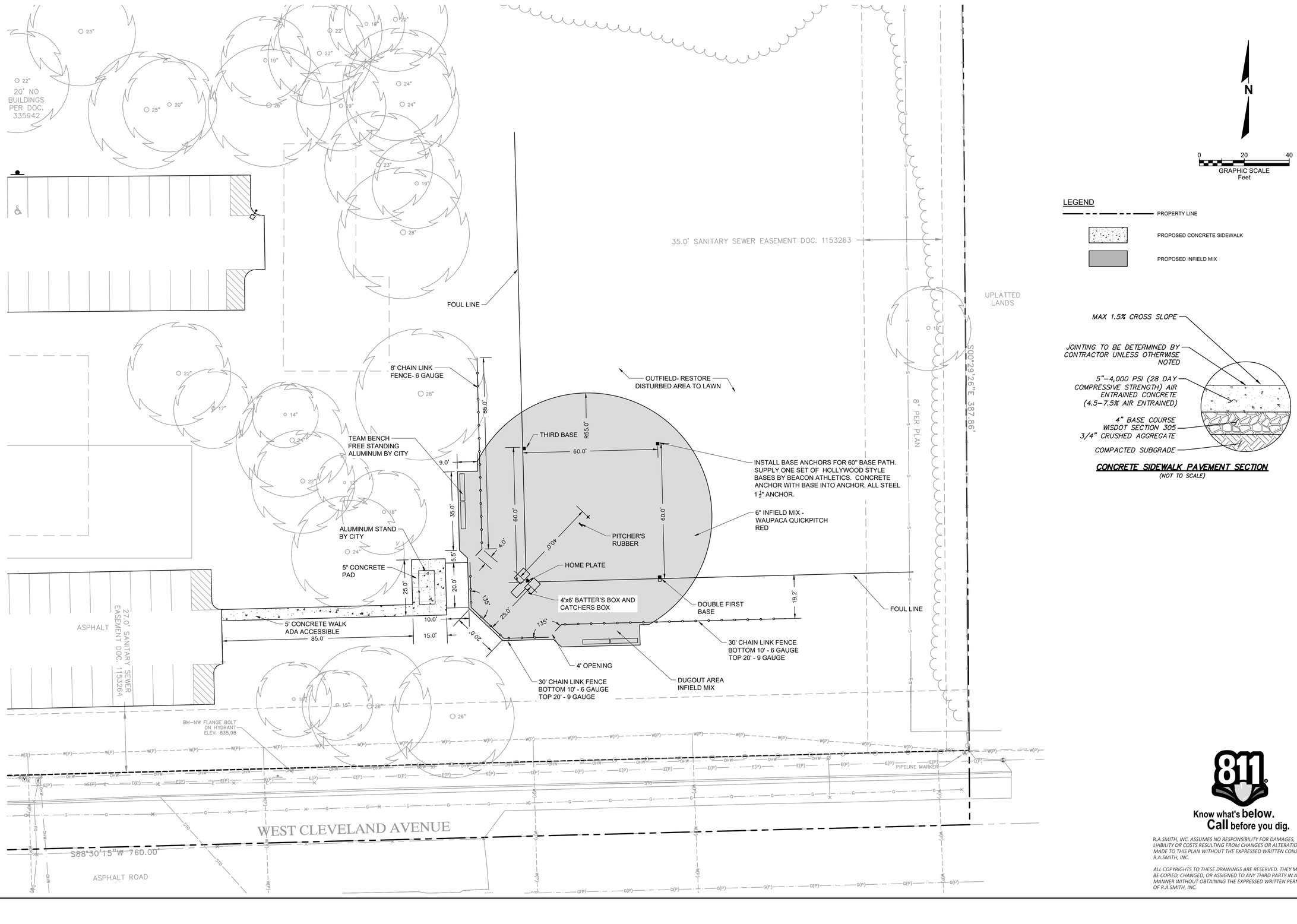
OVERALL PLAN AND TITLE SHEET

© COPYRIGHT 2026
R.A. Smith, Inc.

DATE: 03/24/26
SCALE: 1" = 40'
JOB NO. 3260034
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: REW

SHEET NUMBER
C 100

P:\3260034\Dwg\Sheets\3260034-SP0.dwg, C100 34x22, 3/24/2026 8:12:34 AM, rew



LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED INFIELD MIX

CONCRETE SIDEWALK PAVEMENT SECTION
(NOT TO SCALE)

Know what's **below.** **Call** before you dig.

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

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HICKORY GROVE SOFTBALL FIELD
CITY OF NEW BERLIN

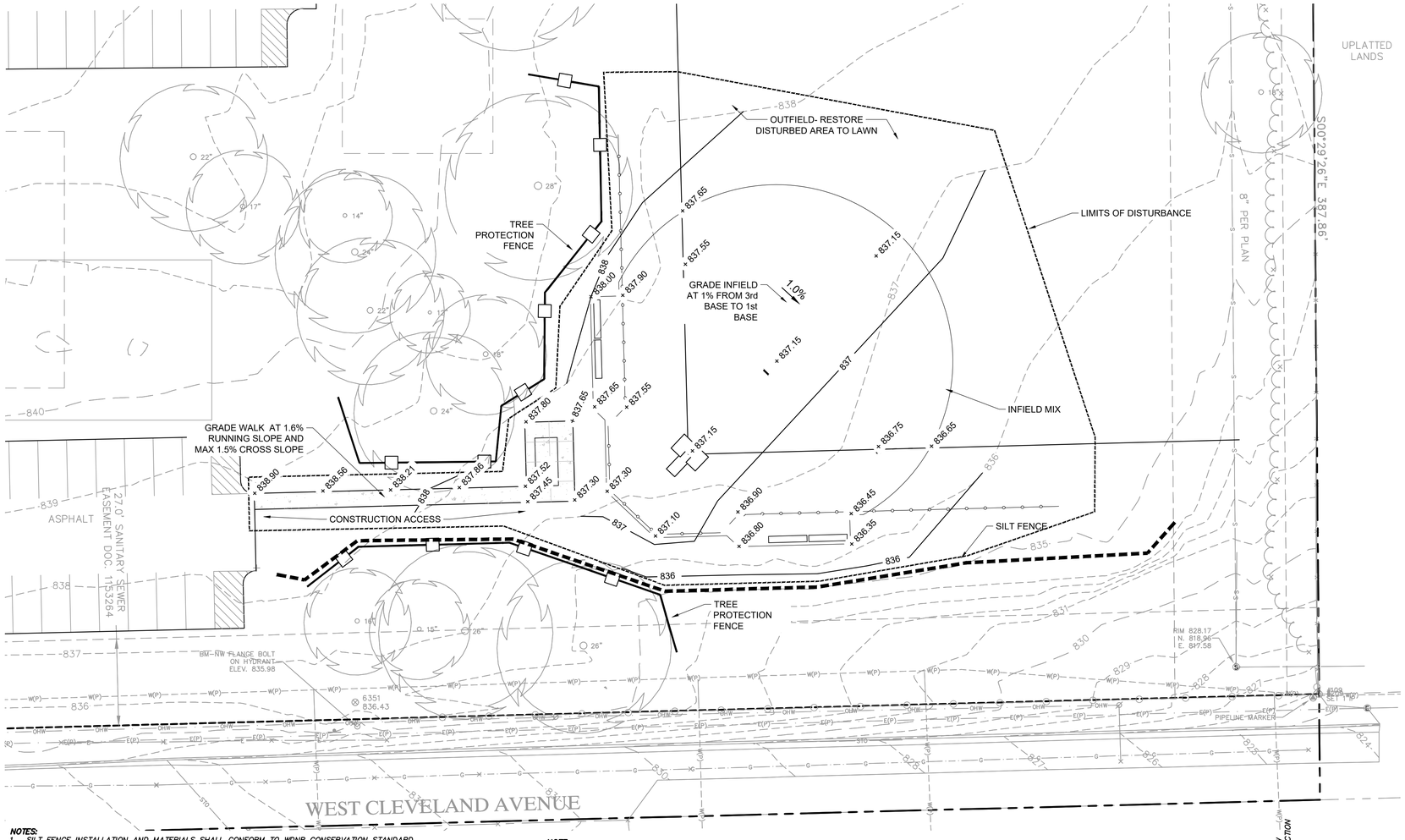
SOFTBALL FIELD SITE PLAN

© COPYRIGHT 2026
R.A. Smith, Inc.

DATE: 03/24/26
SCALE: 1" = 20'
JOB NO. 3260034
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: REW

SHEET NUMBER
C101

P:\3260034\Dwg\Sheets\3260034-SP0.dwg, C101 34x22, 3/24/2026 8:12:36 AM, rew



LEGEND

- PROPERTY LINE
- LIMITS OF DISTURBANCE
- SILT FENCE
- TREE PROTECTION FENCE
- 869 — PROPOSED 1-FOOT GRADE CONTOUR
- 870 — EXISTING CONTOUR

N

0 20 40
GRAPHIC SCALE
Feet

GENERAL NOTES:

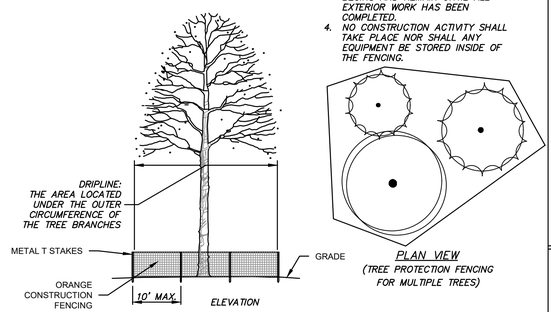
1. THE EROSION CONTROL PLAN IS IN ACCORDANCE WITH THE CITY OF NEW BERLIN, WI MUNICIPAL CODE AND STATE CODE, WHICHEVER IS MOST STRINGENT.
2. IF THE EROSION CONTROL PLAN IS REVISED DURING CONSTRUCTION, A COPY OF THE UPDATED PLAN SHALL BE PROVIDED TO THE CITY WITHIN 3 BUSINESS DAYS OF THAT CHANGE.
3. DAMAGE TO ALL EXISTING CONDITIONS THAT WERE TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
4. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN DAYS MUST BE IMMEDIATELY RESTORED WITH SEED AND MULCH.

EROSION CONTROL SEQUENCE

1. INSTALL TREE PROTECTION FENCE.
2. REMOVE EXISTING BACK STOPS.
3. INSTALL SILT FENCE.
4. STRIP TOPSOIL AND STOCKPILE OUTSIDE INFIELD AREA . GRADE SITE FOR SUBGRADE OF INFIELD AND SIDEWALK WHILE MAINTAINING SEDIMENTATION AND EROSION CONTROL PRACTICES IN CONFORMANCE WITH LOCAL AND STATE GUIDELINES LISTED ABOVE.
5. INSTALL INFIELD MIX AND FENCING.
6. INSTALL CONCRETE SIDEWALK.
7. RESTORE AREAS WITH 6" TOPSOIL AND APPLY SEED, FERTILIZER AND MULCH TO LAWN AREAS AS SOON AS POSSIBLE. SEED MIX PER CITY.
8. CONSTRUCTOR SHALL REMOVE ALL REMAINING TEMPORARY EROSION CONTROL BMPs WHEN DISTURBED AREAS ARE STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSION.
9. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN CALENDAR DAYS MUST BE IMMEDIATELY RESTORED WITH SEED AND MULCH.

NOTES:

1. *INSTALL 4' HIGH ORANGE VINYL SNOW / CONSTRUCTION FENCING OR SIMILAR FENCING AT OR BEYOND THE DRIPLINE OF ALL TREES TO SAVE.*
2. *ERECT FENCE WITH 5' METAL T-STAKES AT LEAST EVERY 10'.*
3. *THE FENCING SHALL BE IN PLACE BEFORE CONSTRUCTION ACTIVITY BEGINS AND REMAIN UNTIL ALL EXTERIOR WORK HAS BEEN COMPLETED.*
4. *NO CONSTRUCTION ACTIVITY SHALL TAKE PLACE NOR SHALL ANY EQUIPMENT BE STORED INSIDE OF THE FENCING.*



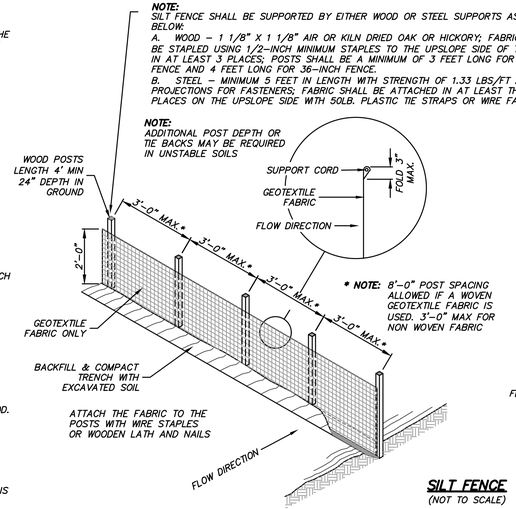
TREE PROTECTION FENCING
(NOT TO SCALE)

NOTES:

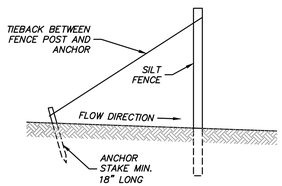
1. *SILT FENCE INSTALLATION AND MATERIALS SHALL CONFORM TO WDNR CONSERVATION STANDARD 1056*
2. *SILT FENCE SHALL BE PLACED ON THE CONTOUR AND NOT PERPENDICULAR TO THE CONTOUR. THE ENDS SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.*
3. *WHEN SILT FENCE IS INSTALLED ON A SLOPE, THE PARALLEL SPACING SHALL NOT EXCEED THE REQUIREMENTS IN THE TABLE BELOW:*

SLOPE	FENCE SPACING
< 2%	100 FEET
2 TO 5%	75 FEET
5 TO 10%	50 FEET
10 TO 33%	25 FEET
> 33%	20 FEET

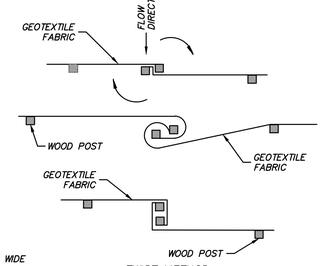
4. *INSTALLED SILT FENCES SHALL BE MINIMUM 14 INCHES HIGH AND A MAXIMUM OF 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.*
5. *A MINIMUM OF 20 INCHES OF THE POST SHALL EXTEND INTO THE GROUND AFTER INSTALLATION.*
6. *SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4–INCH TRENCH WIDE BY 6–INCH DEEP TRENCH, OR 6–INCH V–TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED WIDER THAN NECESSARY FOR PROPER INSTALLATION.*
7. *CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:*
   - *A) TWIST METHOD––OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES.*
   - *B) HOOK METHOD––HOOK THE END OF EACH SILT FENCE LENGTH.*
8. *SILT FENCE SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EACH PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24–HOUR PERIOD.*
9. *DAMAGED OR DECOMPOSED FENCES, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.*
10. *SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE HALF THE HEIGHT OF THE FENCE.*
11. *SILT FENCES SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND IS NO LONGER SUSCEPTIBLE TO EROSION.*



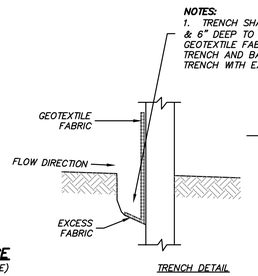
SILT FENCE
(NOT TO SCALE)



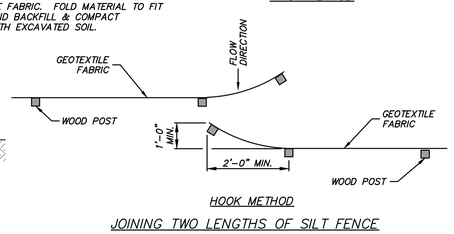
SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT IS REQUIRED)



TWIST METHOD



TRENCH DETAIL



HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE

Know what's **below.**
Call before you dig.

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

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DESCRIPTION | DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HICKORY GROVE SOFTBALL FIELD
CITY OF NEW BERLIN

GRADING AND EROSION CONTROL PLAN

© COPYRIGHT 2026
R.A. Smith, Inc.

DATE: 03/24/26
SCALE: 1" = 20'
JOB NO. 3260034
PROJECT MANAGER: ROB WILLIAMS, PLA
DESIGNED BY: REW
CHECKED BY: REW

SHEET NUMBER
C 200

P:\3260034\Dwg\Sheets\3260034-GP0.dwg, C200 34x22, 3/24/2026 8:12:49 AM, rew

City of New Berlin
city living with a touch of country

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

DATE: July 13, 2026

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Dan Hogan- Municipal Projects Coordinator

ISSUE: Noah R Seifert – Hickory Grove Little Free Library Eagle Scout Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Noah R Seifert to build and provide two little free libraries with one bench and a concrete pad at the location specified in the project document.

FISCAL IMPACT:

None

RATIONALE:

The New Berlin Food Pantry approached the City about this opportunity from the Eagle Scouts. We believe that it will be an asset to the community and specifically the Hickory Grove site going forward.

Per the Eagle Scout application:

As a community center and a food pantry, this will be help not only the beneficiary but the community. This helps the beneficiary by creating a single place that people get food and books for their families. As many people that use the food pantry may not be able to afford the basics, this will allow them access to a free library.

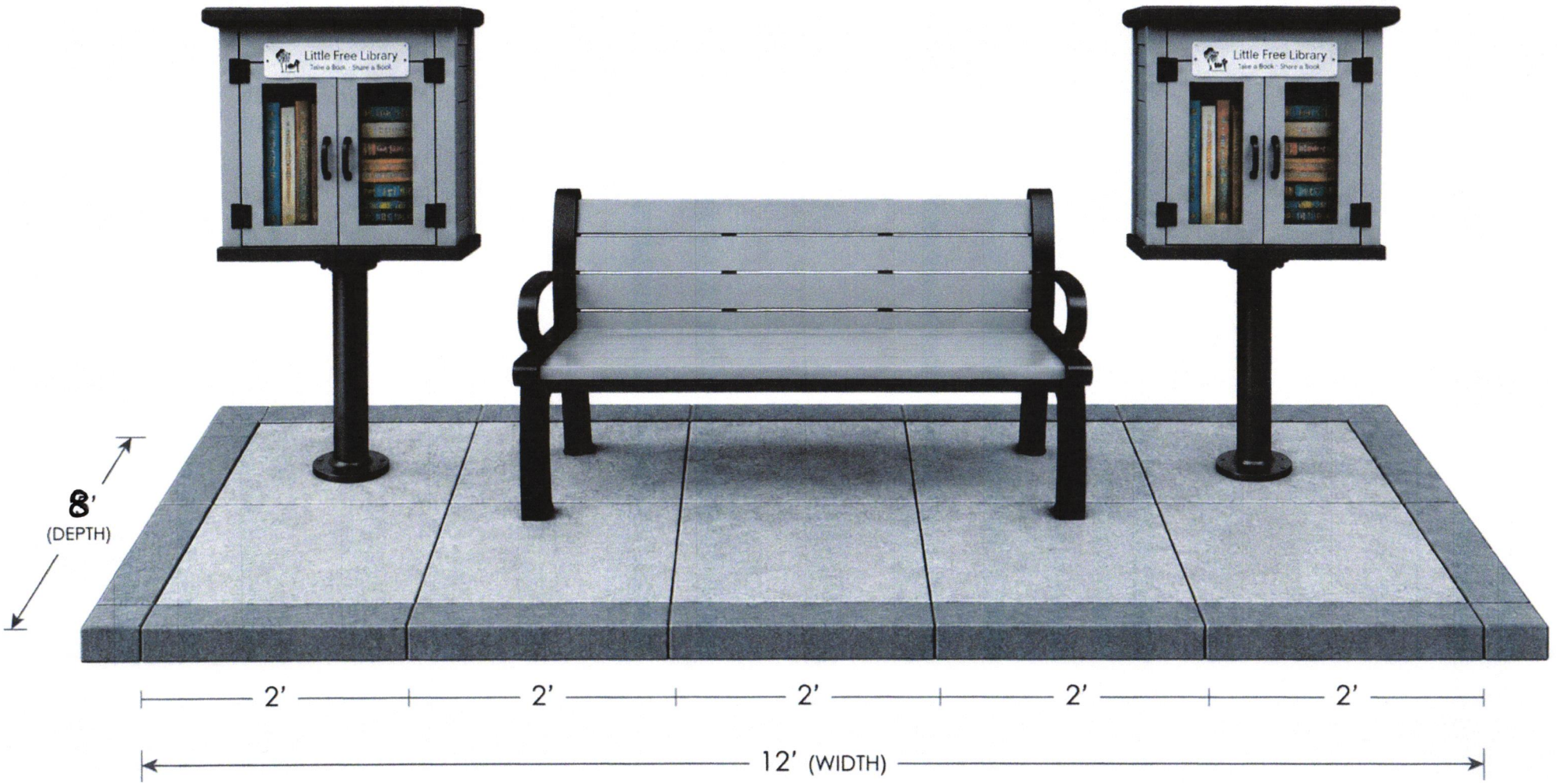
Eagle Scout Service Project Workbook

BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Noah R Seifert

Please give a name to your project Hickory Grove Little Free Library

Eagle Scout Service Project Workbook No. 2023a
February 2023


Little Free Library
Take a Book · Share a Book
Little Free Library
Take a Book · Share a Book
8'
(DEPTH)
2'
2'
2'
2'
2'
12' (WIDTH)

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Noah R Seifert		Birth date: 7/5/2011	
Email Address: noahrseifert.gmail.com		BSA PID number:	
Address: 5560 South andrae Dr	City: New Berlin	State: WI	Zip: 53151
Preferred telephone(s): 414-567-8988		Life Board of Review date:	

Current Unit Information

Check One: (•) Troop ( ) Crew ( ) Ship		Unit Number: 38	
Name of District: South Wind		Name of Council: Potawatomi Area Council	

Unit Leader

Check One: (•) Scoutmaster ( ) Crew Advisor ( ) Skipper

Name: Matt Weiss	Preferred telephone(s): 414-719-2590		
Address: 12707 W Cortez Dr	City: New Berlin	State: WI	Zip: 53151
Email Address: matthew_ weiss_53151@yahoo.com			

Unit Committee Chair

Name: Anthony Curci	Preferred telephone(s): 414-322-7003		
Address: 55374 S Balboa Dr	City: New Berlin	State: WI	Zip: 53151
Email Address: twintrain2000@yahoo.com			

Unit Advancement Coordinator

(If your unit has one)

Name: Kerry Behrendt	Preferred telephone(s): 414-841-7681		
Address: 12965 W Cold Spring Road	City: New Berlin	State: WI	Zip: 53151
Email Address: keruscha@hotmail.com			

Project Beneficiary

(Name of religious institution, school or community)

Name: New Berlin Food Pantry	Preferred telephone(s): 262-789-8040		
Address: 2600 S. Sunnyslope Rd	City: New Berlin	State: WI	Zip: 53151
Email Address:			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Barb Jacob	Preferred telephone(s): 414-429-2868		
Address: 2600 S. Sunnyslope Rd	City: New Berlin	State: WI	Zip: 53151
Email Address: newberlinfoodpantry@icloud.com	Barbara M. Jacob		6.30.2026

Your Council Service Center

Contact Name: Kathryn Avelar	Preferred telephone(s): 262-544-8405		
Address: 804 Bluemound Rd	City: Waukesha	State: WI	Zip: 53188
Email Address: kathryn.avelar@scouting.org			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Darren Fields	Preferred telephone(s): 414-520-6577		
Address: 13045 W Hawthorne lane	City: Waukesha	State: WI	Zip: 53188
Email Address: mrfieldsbsacgmail.com			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name: Steven Kretzer	Preferred telephone(s): 414-350-1526		
Address: 6090 S Kattington Lane	City: New Berlin	State WI	Zip: 53151
Email Address: stevenjkretzer@gmail.com			

Project Description and Benefit

Briefly describe your project

My eagle project entails creating an outdoor library for the New Berlin community at the the Hickory Grove Community Center.

This project will provide two "little free libraries", one for adults and one for children. The library will share a common reading bench for the partipants to use while they are at the library.

The layout will consist of improved surface of pavers bricks. The library will have two "little free libraries" that will be positioned on each end of the improved surface. In between the libraries will be a very sturdy bench that will have security to ensure it cannot be removed or stolen.

The libraries will be purchased from the actual "free library" website. These libraries will require assembly and installation into the ground. The bench will be purchased at a premier synthetic bench seller. It will also require assembly.

I have a reading disability and I wanted people to have the same chance I have had at reading books, especailly if they cannot afford them. I would like others to still have the same chance to be a good reader.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

As a community center and a food pantry this will help not only the benificiary but the community. This helps the beneficiary by creating a single place that people get get food and books for their families. As many people that use the food pantry may not be able to afford the basics this will alllow the access to a free library.

When do you plan to begin carrying out your project? Late August

When do you think your project will be completed? September

Giving Leadership

Approximately how many people will be needed to help on your project? 12

Where will you recruit them (unit members, friends, neighbors, family, others)?

I will ask my troop, friends, and my brothers (Eagle Scouts)

What do you think will be most difficult about leading them?

Making sure that they are listening and focussing on the work.
Ensuring that the teams have good written instructions, with pictures, that they can follow.

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

Little Free Libraries - Purchased from website
Bench - Purchased from local store
Weather covers for each library
Pavers - base
Pavers - edge
Gravel
Sand
Composite screws
Security device for bench (such as chain or earth anchor)
2x4x12 metal framer for border

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Water
Garbage bags
String
Gloves
Wooden stakes

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list , but you must show you have a reasonable idea of what is required.

Wheelbarow
Cordless hammer drill and batteries
Masonary Saw
Measuring tapes
Safety Glasses
Shovel
Screwdrivers
Hammer
Trowel
Stamper
Easy-up canopy

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

I will provide food and water for my workers.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Benificiary is getting permission (2 - 4 weeks) from the city and building permits (if required).
Request digger hotline to mark the area.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below (include sales tax if applicable)

Materials:	$2095
Supplies:	$20
Tools:	$0
Other:	$50
Total Costs:	

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Benificiary is providing the libraries and post.
I am fundraising for bench, covers, and supplies.

Libraries-($1200)-provided by beneficiary
Bench-$500-donated/fundraised?
Pavers-$240-fundraised
Covers-$75-fundraised
Sand-$40-fundraised
Gravel-$40-fundraised
Other/Miscellaneous-$50-water, food-fundraised

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Planning/Prorosal
2	Fundraising
3	Purchase - libraries, posts, bench, covers
4	Pavers with security chain
5	Assembly event
6	Installation Event
7	
8	
9	
10	

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Transportation to be provided by my dad's vehicle and car trailer will transport materials, supplies and tools. Additional adults drivers will transport Boy Scout helpers.
Bathrooms can be used at the facility.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns of which you and your helpers should be aware.
Read the "Age Guidelines for Tool Usage" at Scouting.org

Sharp objects
Heavy weight - concrete
Moving materials - libraries, bench, 2x4s

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

Ensure beneficiary gets city authorizations
Plan for purchases
Research which bench
Search for covers

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*	*Sign below before you seek the other approvals for your proposal.*
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.	
Signed	Date

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

Unit Leader Approval*		**Unit Committee Approval***	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

Beneficiary Approval*		**Council or District Approval**	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the *Guide to Advancement*, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." ***Yes*** _____ ***No*** _____			
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*	*Sign below before you seek the other approvals for your proposal.*
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.	
Signed	Date

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

Unit Leader Approval*		**Unit Committee Approval***	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

Beneficiary Approval*		**Council or District Approval**	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the *Guide to Advancement*, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes X No ____			
Signed Barbara M Jacob	Date 6.30.2026	Signed	Date
Name (Printed) Barbara M JACOB		Name (Printed)	

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*

Katie Roth
Recreation Manager

DATE: July 22, 2026

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for July 28, 2026, Common Council Mtg

Board of Appeals
Paul Langer
13280 W Fountain Drive
New Berlin, WI 53151
414-698-3853
paul.langer@outlook.com
(Re-Appointment)

Expiration Date
8/24/2029

TT	Eml	Web	Ltr	Ethcs	HB

Board of Appeals
Nicole Montgomery
12600 W Forest Drive
New Berlin, WI 53151
414-721-6105
nmarie481@yahoo.com
(New Appointment)

Expiration Date
12/25/2027

TT	Eml	Web	Ltr	Ethcs	HB

Board of Review
Nicole Montgomery
12600 W Forest Drive
New Berlin, WI 53151
414-721-6105
nmarie481@yahoo.com
(New Appointment)

Expiration Date
5/31/2028

TT	Eml	Web	Ltr	Ethcs	HB

Ethics Board
James Morrison
14052 W Tiffany Place
New Berlin, WI 53151
262-366-0339
jemorrison58@aol.com
(Re-Appointment)

Expiration Date
8/31/2029

TT	Eml	Web	Ltr	Ethcs	HB

Fourth of July Commission
Kathryn Erickson
14125 W Sun Valley Drive
New Berlin, WI 53151
920-360-6624
kerickson017@gmail.com
(Re-Appointment)

Expiration Date
8/1/2030

TT	Eml	Web	Ltr	Ethcs	HB

Recreation Commission
Bob Hall
16245 W Heatherly Drive
New Berlin, WI 53151
262-212-5657
Roberthall@wi.rr.com
(New Appointment)
(NBAA Representative)

Expiration Date
7/27/2028

TT	Eml	Web	Ltr	Ethcs	HB

Committee of the Whole
MEETING MINUTES

June 23, 2026 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:02 PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa, Commissioner Gardner
Excused: Alderperson Joseph Stribl

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

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

3. APPROVAL OF MINUTES

A. June 9, 2026, Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

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

4. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the June 24, 2026, Water Utility claims in the amount of $13,075.07, Sewer Utility claims in the amount of $21,044.62, and General City claims in the amount of $905,352.01, including a General City Claims prepay batch of $80,632.12 dated for June 11, 2026.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Commissioner Gardner

Motion Passed 6-0

5. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve the renewal alcohol licenses, designated agents, and premise descriptions as outlined in the list as presented, for the license year expiring June 30, 2027, contingent upon the satisfaction of all City requirements

MOTION: Motion to Approve

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

6. MISCELLANEOUS

A. Introduction of Steven Linn, City of New Berlin Communications Manager

Mayor Ament introduced the Common Council and those in attendance to Steven Linn, the City of New Berlin's new Public Communications Manager. Mr. Linn came to the podium to introduce himself, provide a brief overview of his professional background, and discuss several of the projects he is currently working on.

B. New Berlin Public Library Update

Natalie Beacom gave her department an update.

C. Stormwater Management Presentation

Kristi Heuser, Program Manager with the Root-Pike Watershed Initiative Network gave a presentation to the Council and those in attendance.

D. Discussion and possible recommendation to the Common Council to approve a contract with Fearing's Audio and Security in the amount of $46,550.92 for the Malone Park audio project, subject to review and approval by the Mayor and City Attorney.

MOTION: Motion to Approve

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

7. ADJOURN

MOTION: Motion to Adjourn at 6:41 PM

VOTE: Motion by: Alderperson Kroupa
Second by: Commissioner Gardner
Motion Passed 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

Date

Form **CTV-101**

Cigarette, Tobacco, and Electronic Vaping Device - Individual Questionnaire

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Kwik Trip, Inc.

2. Business Trade Name or DBA
Kwik Trip 977

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation

Part B: Individual Information

1. Name (Last)	2. Name (First)	3. Name (M.I.)
Perez	Justin	R.

4. Relationship to Business (Title)	5. Email	6. Phone
Agent	LicensingDept@kwiktrip.com	262-350-4270

7. Home Address
301 Field Dr.

8. City	9. State	10. Zip Code	11. Date of Birth
Waterford	WI	53185	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Individual's Address History

List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1: 301 Field Dr.	Waterford	WI	53185
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			
Previous Address 6			

If applicable, list all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Racine						
WI	Milwaukee						

Continued →

Part D: Individual's Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws, or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below:

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation by Individual

READ CAREFULLY BEFORE SIGNING: I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than $1,000 if convicted. I declare under penalties of the law that I have examined this information and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.

Signature	Date
	06-23-2026

Part F: Licensing Authority Approval

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual does not have a criminal record that would disqualify them from having an interest in a cigarette, tobacco product, or electronic vaping device retailer license according to sec. 134.65(1m), Wis. Stats.

Name of Local Official	Title

Signature of Local Official	Date

Form
CTV-102

Cigarette, Tobacco, and Electronic Vaping Device Appointment of Agent

Date

Agent Type (check one): ☐ Original ☒ Change

Part A: Agent Information

1. Last Name	2. First Name	3. M.I.
Perez	Justin	R.

4. Email	5. Phone
LicensingDept@kwiktrip.com	262-350-4270

6. Home Address: 301 Field Dr.

7. City	8. State	9. Zip Code
Waterford	WI	53185

10. Date of Birth	11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	[redacted]	WI

Part B: Questions

1. Have you completed Form CTV-101, *Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire*? Submit a completed Form CTV-101 with this form. ☒ Yes ☐ No

2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.

New manager assigned to oversee the store.

Part C: Business Information

1. Legal Business Name (individual name if sole proprietor): Kwik Trip, Inc.

2. Business Trade Name or DBA: Kwik Trip 977

3. Entity Type (check one): ☐ Limited Liability Company ☒ Corporation

4. Premises Address: 15075 W. National Ave.

5. City	6. State	7. Zip Code
New Berlin	WI	53151

Part D: Attestations

READ CAREFULLY BEFORE SIGNING: I, the **Licensee or Permittee**, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/ or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature of Licensee (officer, member, or authorized signatory)	Date
Scott P. Zietlow	6/23/26
Name of Person Signing for Licensee	**Title**
Scott P. Zietlow	CEO & President

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, herby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than $1,000 if convicted.

Signature of Agent →	Date →
	6-23-26

CTV-102 (R. 3-25)

Wisconsin Department of Revenue

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): Kwik Trip, Inc.
2. Business Trade Name or DBA: Kwik Trip 977
3. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Perez	Justin	R.

4. Relationship to Business (Title)	5. Email	6. Phone
Agent	LicensingDept@kwiktrip.com	262-350-4270

7. Home Address: 301 Field Dr.

8. City	9. State	10. Zip Code	11. Date of Birth
Waterford	WI	53185	[redacted]

12. Driver's License/State ID Number	13. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Address History

1. Do you currently live in Wisconsin? ☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin: (MM/YYYY) 03/1987

2. List in chronological order all of your addresses **within the last 5 years.** Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1: 301 Field Dr.	Waterford	WI	53185
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Racine						
WI	Milwaukee						

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

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

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
	06-23-2026

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☒ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Kwik Trip, Inc.

2. Business Trade Name or DBA
Kwik Trip 977

3. Entity Type *(check one)*
☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.
New manager assigned to oversee the store.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Perez	Justin	R.

4. Email	5. Phone
LicensingDept@kwiktrip.com	262-350-4270

6. Home Address
301 Field Dr.

7. City	8. State	9. Zip Code	10. Date of Birth
Waterford	WI	53185	[redacted]

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☑ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☑ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☑ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Zietlow	Scott	P.

Title	Email	Phone
President/CEO	LicensingDept@kwiktrip.com	608-793-4741

Signature	Date
Scott P Zietlow	6/23/26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Perez	Justin	R.

Signature	Date
	06-23-2026

Save Print Clear

Form **AB-105**

Producer Full-Service Retail Sales Application

Date 07/21/2026

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor) Kowalske Brewing		
2. Business Name or DBA Component Brewing	3. Agent Name David Kowalske	
4. FEIN 82-4547890	5. Wisconsin Seller's Permit Number 456-1030207982-06	
6. Wisconsin Producer Permit Number 309-1030207982-02	7. Producer Type ☑ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier	
8. Contact Person's First Name David	9. Last Name Kowalske	10. M.I. E
11. Contact Person's Phone 2625658782	12. Contact Person's Email dj@componentbrewing.com	

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels	☐ Less than 1,500 liters	☐ Less than 1,000 gallons
☑ 250 - 2,499 barrels	☐ 1,500 - 4,999 liters	☐ 1,000 - 4,999 gallons
☐ 2,500 - 7,499 barrels	☐ 5,000 - 34,999 liters	☐ 5,000 - 24,999 gallons
☐ 7,500 or more barrels	☐ 35,000 or more liters	☐ 25,000 or more gallons
Calendar year: 2025	Calendar year:	Calendar year:
Quantity: 400	Quantity:	Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date	2. Production Premises Address		
3. City		4. State	5. Zip Code
6. County	7. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? . . . . . ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City		5. State	6. Zip Code
7. County	8. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of:		18. Premises Phone Number

19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

20. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☐ No

21. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)
New Berlin Public Library

2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation		
09/18/2026	4p-8p		
4. Premises Address			
15105 Library Drive			
5. City		6. State	7. Zip Code
New Berlin,		WI	53151
8. County		9. Governing Municipality ☑ City ☐ Town ☐ Village	
Waukesha		of: New Berlin	
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event	
Natalie Beacom		nbeacom@newberlinlibrary.org	
12. Organizer Website		13. Event Website	

14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

1-2 staff members set up for beer sales with tent and table

15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
DJ KOwalske	2625658782	

18. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☑ No

19. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

20. What alcohol beverages does the permittee produce? (check all that apply) ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

21. How will customers be served? (check all that apply) . . . ☐ Samples ☑ On-premises consumption ☐ Off-premises consumption

Continued →

Part F: Attestation

Who must sign this application?

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

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
David E. Kowalske	07/21/2026

Last Name	First Name	M.I.
Kowalske	David	E

Title	Email	Phone
Member	dj@componentbrewing.com	2625658782

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . . ☐ Yes ☐ No

2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . . ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official	5. First Name	6. M.I.

7. Signature of Municipal Official	8. Date

9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F.

Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

  Wisconsin Department of Revenue
  Division of Alcohol Beverages
  P.O. Box 8934
  Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: DOR Alcohol Beverage (wi.gov)
Write: DORAlcohol@wisconsin.gov
Call: (608) 264-4573

Save Print Clear

Form **AB-105**

Producer Full-Service Retail Sales Application

Date 07/21/2026

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor) Kowalske Brewing		
2. Business Name or DBA Component Brewing	3. Agent Name David Kowalske	
4. FEIN 82-4547890	5. Wisconsin Seller's Permit Number 456-1030207982-06	
6. Wisconsin Producer Permit Number 309-1030207982-02	7. Producer Type ☑ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier	
8. Contact Person's First Name David	9. Last Name Kowalske	10. M.I. E
11. Contact Person's Phone 2625658782	12. Contact Person's Email dj@componentbrewing.com	

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels	☐ Less than 1,500 liters	☐ Less than 1,000 gallons
☑ 250 - 2,499 barrels	☐ 1,500 - 4,999 liters	☐ 1,000 - 4,999 gallons
☐ 2,500 - 7,499 barrels	☐ 5,000 - 34,999 liters	☐ 5,000 - 24,999 gallons
☐ 7,500 or more barrels	☐ 35,000 or more liters	☐ 25,000 or more gallons
Calendar year: 2025	Calendar year:	Calendar year:
Quantity: 400	Quantity:	Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date	2. Production Premises Address		
3. City		4. State	5. Zip Code
6. County	7. Governing Municipality ☐ City ☐ Town ☐ Village of:		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? . . . . . ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City		5. State	6. Zip Code
7. County	8. Governing Municipality ☐ City ☐ Town ☐ Village of:		9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of:		18. Premises Phone Number

19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

20. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☐ No

21. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)
New Berlin Historical Society

2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation		
10/11/2026	1p-5p		
4. Premises Address			
19885 W National Ave			
5. City		6. State	7. Zip Code
New Berlin,		WI	53146
8. County		9. Governing Municipality ☑ City ☐ Town ☐ Village	
Waukesha		of: New Berlin	
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event	
Anne Marquardt		annetemarquardt@yahoo.com	
12. Organizer Website		13. Event Website	

14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

1-2 staff members set up for beer sales with tent and table

15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
DJ Kowalske	2625658782	

18. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☑ No

19. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

20. What alcohol beverages does the permittee produce? (check all that apply) ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

21. How will customers be served? (check all that apply) . . . ☐ Samples ☑ On-premises consumption ☐ Off-premises consumption

Continued →

Part F: Attestation

Who must sign this application?

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

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
David E. Kowalske	07/21/2026

Last Name	First Name	M.I.
Kowalske	David	E

Title	Email	Phone
Member	dj@componentbrewing.com	2625658782

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . . ☐ Yes ☐ No

2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . . ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official	5. First Name	6. M.I.

7. Signature of Municipal Official	8. Date

9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F.

Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

  Wisconsin Department of Revenue
  Division of Alcohol Beverages
  P.O. Box 8934
  Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: DOR Alcohol Beverage (wi.gov)
Write: DORAlcohol@wisconsin.gov
Call: (608) 264-4573

Save Print Clear

Form **AB-105**

Producer Full-Service Retail Sales Application

Date 07/21/2026

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor) Kowalske Brewing		
2. Business Name or DBA Component Brewing	3. Agent Name David Kowalske	
4. FEIN 82-4547890	5. Wisconsin Seller's Permit Number 456-1030207982-06	
6. Wisconsin Producer Permit Number 309-1030207982-02	7. Producer Type ☑ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier	
8. Contact Person's First Name David	9. Last Name Kowalske	10. M.I. E
11. Contact Person's Phone 2625658782	12. Contact Person's Email dj@componentbrewing.com	

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels	☐ Less than 1,500 liters	☐ Less than 1,000 gallons
☑ 250 - 2,499 barrels	☐ 1,500 - 4,999 liters	☐ 1,000 - 4,999 gallons
☐ 2,500 - 7,499 barrels	☐ 5,000 - 34,999 liters	☐ 5,000 - 24,999 gallons
☐ 7,500 or more barrels	☐ 35,000 or more liters	☐ 25,000 or more gallons
Calendar year: 2025	Calendar year:	Calendar year:
Quantity: 400	Quantity:	Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date	2. Production Premises Address		
3. City		4. State	5. Zip Code
6. County	7. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? . . . . . ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City		5. State	6. Zip Code
7. County	8. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of:		18. Premises Phone Number

19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

20. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☐ No

21. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)
New Berlin Historical Society

2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation		
9/13/2026	1p-5p		
4. Premises Address			
19885 W National Ave			
5. City		6. State	7. Zip Code
New Berlin,		WI	53146
8. County		9. Governing Municipality ☑ City ☐ Town ☐ Village	
Waukesha		of: New Berlin	
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event	
Anne Marquardt		annetemarquardt@yahoo.com	
12. Organizer Website		13. Event Website	

14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

1-2 staff members set up for beer sales with tent and table

15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
DJ Kowalske	2625658782	

18. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☑ No

19. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

20. What alcohol beverages does the permittee produce? (check all that apply) ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

21. How will customers be served? (check all that apply) . . . ☐ Samples ☑ On-premises consumption ☐ Off-premises consumption

Continued →

Part F: Attestation

Who must sign this application?

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

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
David E. Kowalske	07/21/2026

Last Name	First Name	M.I.
Kowalske	David	E

Title	Email	Phone
Member	dj@componentbrewing.com	2625658782

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . . ☐ Yes ☐ No

2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . . ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official	5. First Name	6. M.I.

7. Signature of Municipal Official	8. Date

9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F.

Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

  Wisconsin Department of Revenue
  Division of Alcohol Beverages
  P.O. Box 8934
  Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: DOR Alcohol Beverage (wi.gov)
Write: DORAlcohol@wisconsin.gov
Call: (608) 264-4573

Human Resource Department

Common Council Update
Tuesday, July 28, 2026

City of New Berlin
city living with a touch of country

The Team

- Rebecca Freisleben
  - Benefits Administrator
  - Focus: benefit administration and leave processing

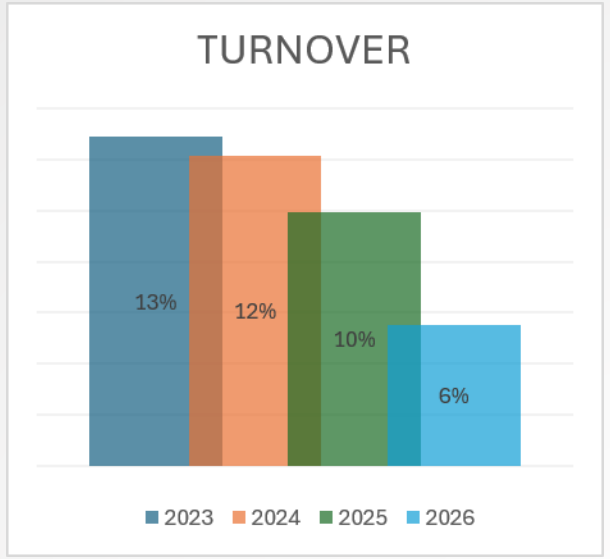
- Melissa Beck
  - Human Resource Director
  - Focus: Strategic planning, talent management, culture and engagement, compliance and risk management

- HR Manager - Vacant

Department Vision

- Improve employee engagement through effective communication and education for all employees.
- Cultivate trust and respect to maintain positive interactions with employees.
- Fulfill statutory duties and maintain the highest standards of ethics and integrity.
- Position the Human Resource Department as a Center of Excellence with a focus on initiatives to improve performance, growth and employee satisfaction.

Staffing Update



In addition to our regular hiring, we have averaged 100 seasonal hires per year over the past 4 years.

Staffing Challenges

- We continue to compete with the private sector positions as well as neighboring communities
  - Continue to promote the benefits of working for the public sector
  - Continue to improve upon our compensation and benefits program

- Changes to recruiting platforms
  - The platforms we use are no longer free to advertise our postings
  - Continue to look for alternatives
  - Account for recruiting costs in the budgets

- Difficult to fill positions
  - Review the job descriptions and compensation to ensure we are in alignment with other municipalities

- Although we have had some difficulty filling certain positions, the number of applicants per job posting has doubled since 2022.

HR Project Updates

- City wide door access process change
  - HR, PD, IT and DPW have streamlined the door access for city staff, volunteers, and contractors to ensure safety and security of city staff and facilities.
  - Created SOP and assigned door access by position and the group collaborates on any changes

- PD Time & Attendance
  - HR, Finance and PD worked collaboratively to move the Police union staff from Kronos timekeeping over to Time & Attendance to align with all other city staff

- First Due Implementation
  - HR, Finance and IT worked collaboratively with the Fire Department for the implementation of First Due for their timekeeping system.

HR Project Updates

- Employee Access
  - HR, Finance and IT are working together to transition from Employee Self Service to the newer platform Employee Access
  - The new platform increases capabilities for staff to submit updates to personal information, update tax withholdings, and direct deposit
  - HR is setting up the new platform to the open enrollment online and once that is complete employees will have access to see what benefits they are enrolled in.

- Wellness
  - Continue to focus on employee wellness activities to increase employee engagement
    - Wellness walk, step challenge, National fruit day, National RB Float day, National Icee day, popcorn days
  - Sponsored a family for Christmas through the Christmas Clearing Council and city staff went over and above
  - Wellness Fair coming up in September

HR Project Updates

- Liability Insurance
  - A risk management team was created (DPW/FIN/HR) to monitor and manage the City's P&C lines of coverage; MPIC and CVMIC
  - New reporting forms were created and an informational webpage was added for staff
  - A revaluation of our property coverage was completed in the Spring
  - We moved to a Nurse Hotline for our Work Comp reporting which has helped streamline the process for both HR and the staff

- Health Plan
  - HR and Finance worked together to successfully move the City to the current self-funded health plan for 2026
  - Implementing a Health Risk Assessment in the Fall of 2026

Ongoing HR Focus

- Compensation Strategy
  - Goal is to review positions on a rotating schedule
  - May have need to review positions as warranted
  - Reviewed and applied market adjustments for three job classes in 2026

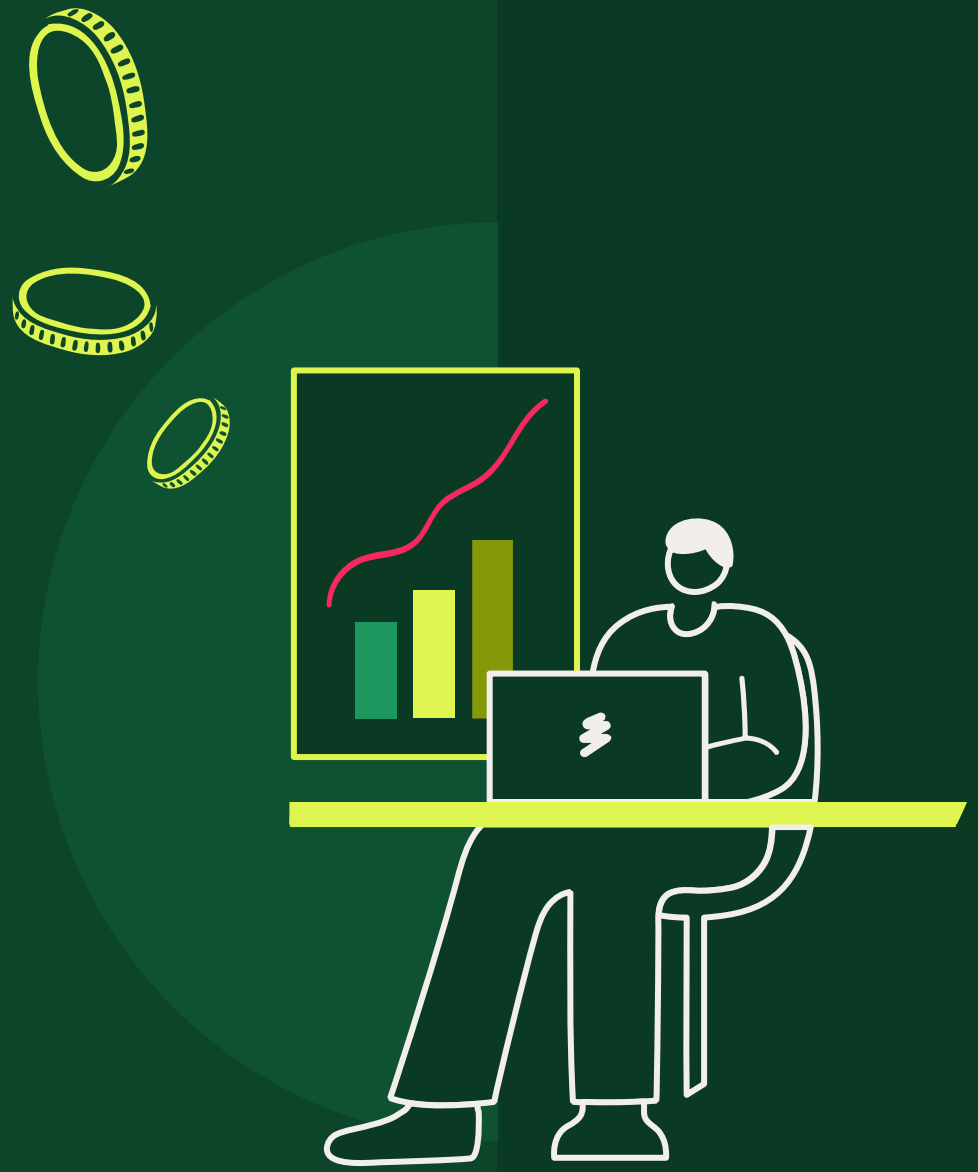
- Benefit Program
  - Continue to research options to enhance benefits and contain costs to provide competitive benefits for employees

- Recruitment
  - Continue to improve upon the recruitment process with Hiring Managers
  - Increase recruitment advertising across more mediums
  - Increase marketing efforts

- Onboarding
  - Improve the onboarding experience for new employees
  - Create virtual onboarding processes
  - Improve upon training opportunities and tracking

Thank you for all that you do!

QUESTIONS?



Finance Department

Money, if it does not bring you happiness, will at least help you be miserable in comfort." — Helen Gurley Brown

Agenda

- Who We Are
- What We Do
- How We Track It
- Future initiatives

"Wealth consists not in having great possessions, but in having few wants." — Epictetus

Who We Are

"Compound interest is the most powerful force in the universe." —Albert Einstein

Who We Are

Finance Director – Matthew Uselding (0.16 Yrs)

Deputy Finance Director – Amy Miller (3 Yrs)

Bookkeeper – Thu Van Hintz (14 Yrs)

Cashier – Kelly Tice (3 Yrs)

Payroll Coordinator – Kathy Frahmann (7.5 Yrs)

Accounting Clerk – Sandy Neylon (1.5 Yrs)

"Everything is worth what its purchaser will pay for it." — Publilius Syrus

Historical Staffing Levels

Position	2024 FTE	2025 FTE	2026 FTE	2027 FTE
Director of Finance/Treasurer	1.0	1.0	1.0	1.0
Deputy Director of Finance	1.0	1.0	1.0	1.0
Accounting Manager	-	-	-	-
Bookkeeper	1.0	1.0	1.0	1.0
Payroll Coordinator	0.7	0.7	0.7	0.7
Payroll Associate	0.5	0.5	0.5	0.5
Cashier	1.0	1.0	1.0	1.0
Total	5.2	5.2	5.2	5.2

"If you owe the bank $100 that's your problem. If you owe the bank $100 million, that's the bank's problem." — J. Paul Getty

Staffing Levels - Comparison

Position	2026 FTE
Director of Finance/Treasurer	1.0
Deputy Director of Finance	1.0
Accounting Manager	-
Bookkeeper	1.0
Payroll Coordinator	0.7
Payroll Associate	0.5
Cashier	1.0
Total	5.2

Brookfield 2026	FTE	Wauwatosa 2026	FTE
Director of Finance & Admin	1.0	Accounting Analyst	1.8
Deputy Finance Director	1.0	Account Manager	1.0
Finance Manager	1.0	Accounts Payable/Payroll Specialist	1.0
Deputy Treasurer	1.0	Assistant Finance Director	1.0
Management Accountant	1.0	Finance Director	1.0
Payroll Management Accountant	1.0	Finance Intern	0.5
Accountant	1.0	Financial Analyst	1.0
Accounting Clerk	1.0	Office Assistant	1.5
Office Services Assistant	1.5	Payroll Manager/Senior Accountant	1.0
		Purchasing Manager	1.0
TOTAL	**9.5**	**TOTAL**	**10.8**

"When I have money, I get rid of it quickly, lest it find a way into my heart." — John Wesley

What We Do

"The real measure of your wealth is how much you'd be worth if you lost all your money." — Anonymous

What We Do - Collect The Money

PROPERTY TAX COLLECTION

UTILITY BILLING

STATE AID/OTHER CITY REVENUE

"A bank is a place that will lend you money if you can prove that you don't need it." — Bob Hope

Tax Collection

Taxing Jurisdiction	Total Tax Levy
County	$ 10,464,890
City	$ 40,046,319
School Districts	$ 50,972,880
Technical Colleges	$ 2,289,930
Total	**$ 103,774,019**

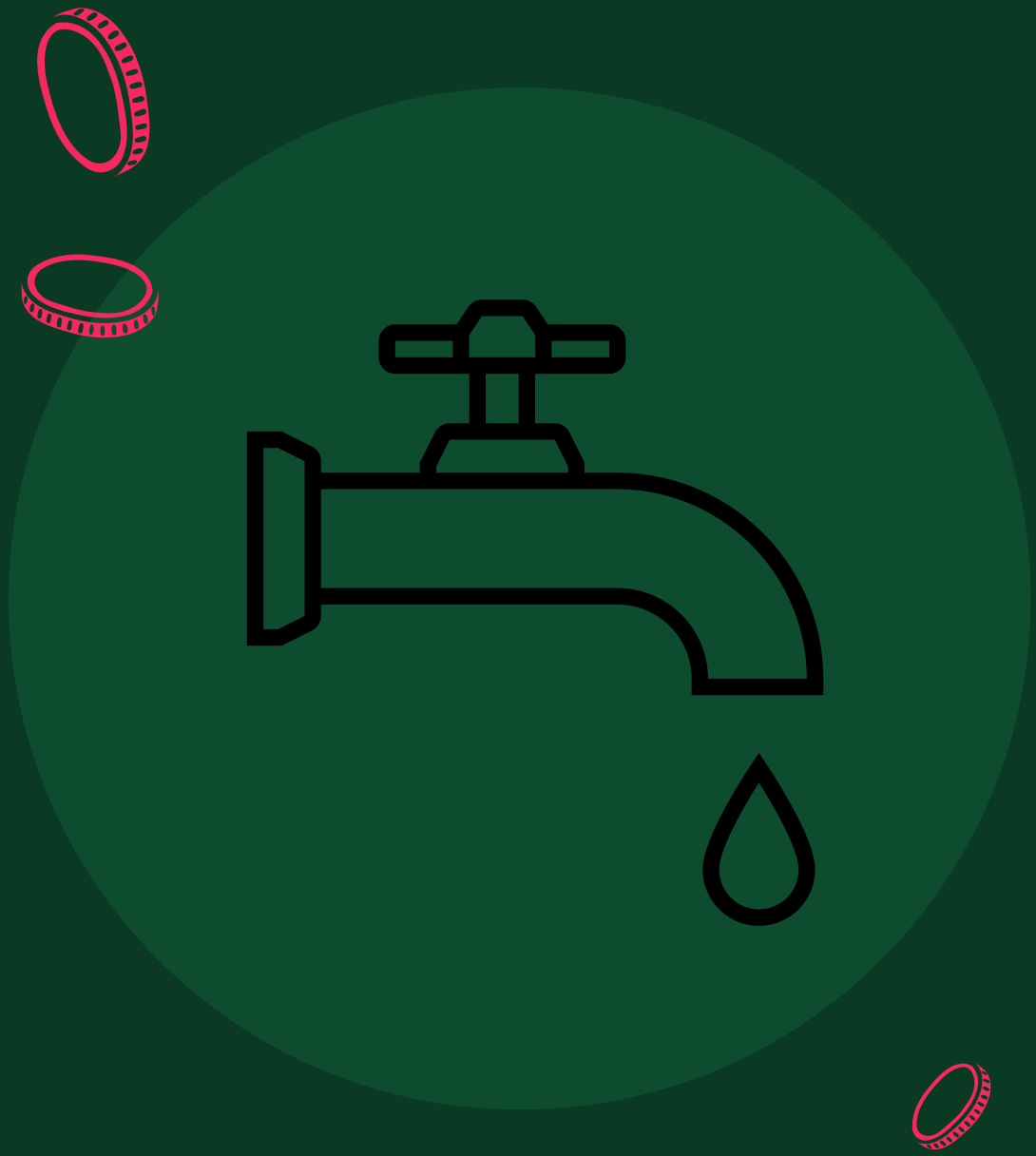
Primary revenue source for most municipalities.

Tax bills are based on the property's assessed value and the municipality's adopted tax levy.

Municipalities collect taxes on behalf of multiple taxing jurisdictions

8 Taxing Jurisdictions

"Capital is that part of wealth which is devoted to obtaining further wealth." — Alfred Marshall



Utility Revenue

Utility	Budget
WATER RESOURCE MGMT	1,984,500
SEWER	11,582,625
WATER	7,440,435
Total	**21,007,560**

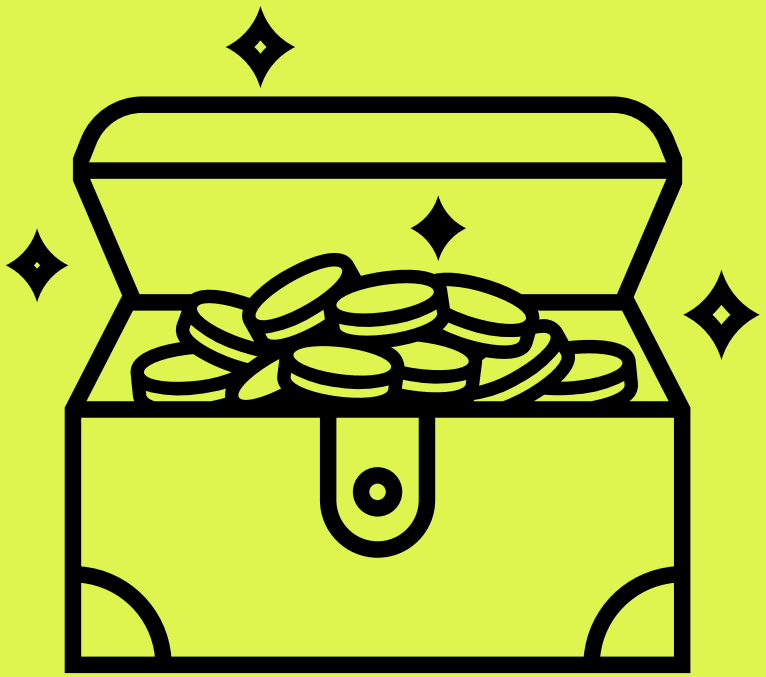
"Economics is a subject that does not greatly respect one's wishes."

General Fund Revenue

ACCOUNT DESCRIPTION	ORIGINAL APPROP	
TAXES	$	38,361,785
INTERGOVERNMENTAL	$	6,019,078
LICENSES AND PERMITS	$	1,443,760
FINES & FORFEITURES	$	380,000
CHARGES FOR SERVICE	$	3,464,390
INTERDEPARTMENT	$	643,149
INVESTMENT INCOME	$	2,300,000
MISC REVENUES	$	245,158
TRANSFER	$	880,000
APPROPRIATION OF SURP	$	1,600,000
Grand Total	**$**	**55,337,320**

"When I was young I thought that money was the most important thing in life; now that I am old I know that it is." – Oscar Wilde

What We Do - Invest The Money



Investment Management

- Governed by Wisconsin Statutes and the City's Investment Policy
- Passive investment strategy focused on safety, liquidity, and return
- Funds invested primarily in the Wisconsin LGIP, CDs, and Federal Agencies
- WISC member utilizing state-contracted investment services
- All available cash is invested to maximize earnings while maintaining liquidity

"The four most dangerous words in investing are: 'This time it's different.'" — Sir John Templeton

What We Do - Spend The Money

VENDORS

EMPLOYEES

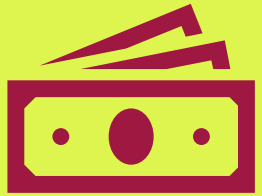
DEBT SERVICE

"There is no wealth but life." — John Ruskin

Spend the Money - Vendors

19,949 Active Vendors

4,442 Checks Issued



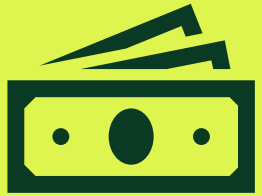
$31 million

"Trade is the natural enemy of all violent passions." — Montesquieu

Spend the Money - Employees

9,245 Checks issued

623 W-2’s Issued



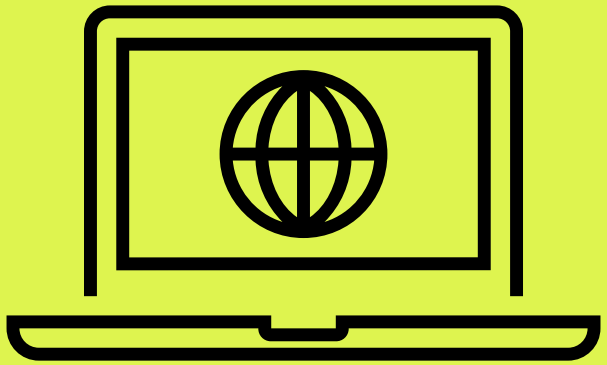
$23.7 million gross salaries

"Money is a terrible master but an excellent servant." — P.T. Barnum

How We Track It

"A wise person should have money in their head, but not in their heart." — Jonathan Swift

How We Track It - Technology



Tyler Munis

- ERP System since 2004
- Cloud Based
- Early WI adopter

Banyon

- Tax Collection Software
- Implemented in 2025

Tyler Payments

- Online Payment portal for Utility Bills and Permits

BMO Bank

How We Track It - Reporting

Annual Financial Statements

- Statements for City, Water, and Sewer
- Audited by Baker Tilly
- Clean Audit

Monthly & Quarterly Reports

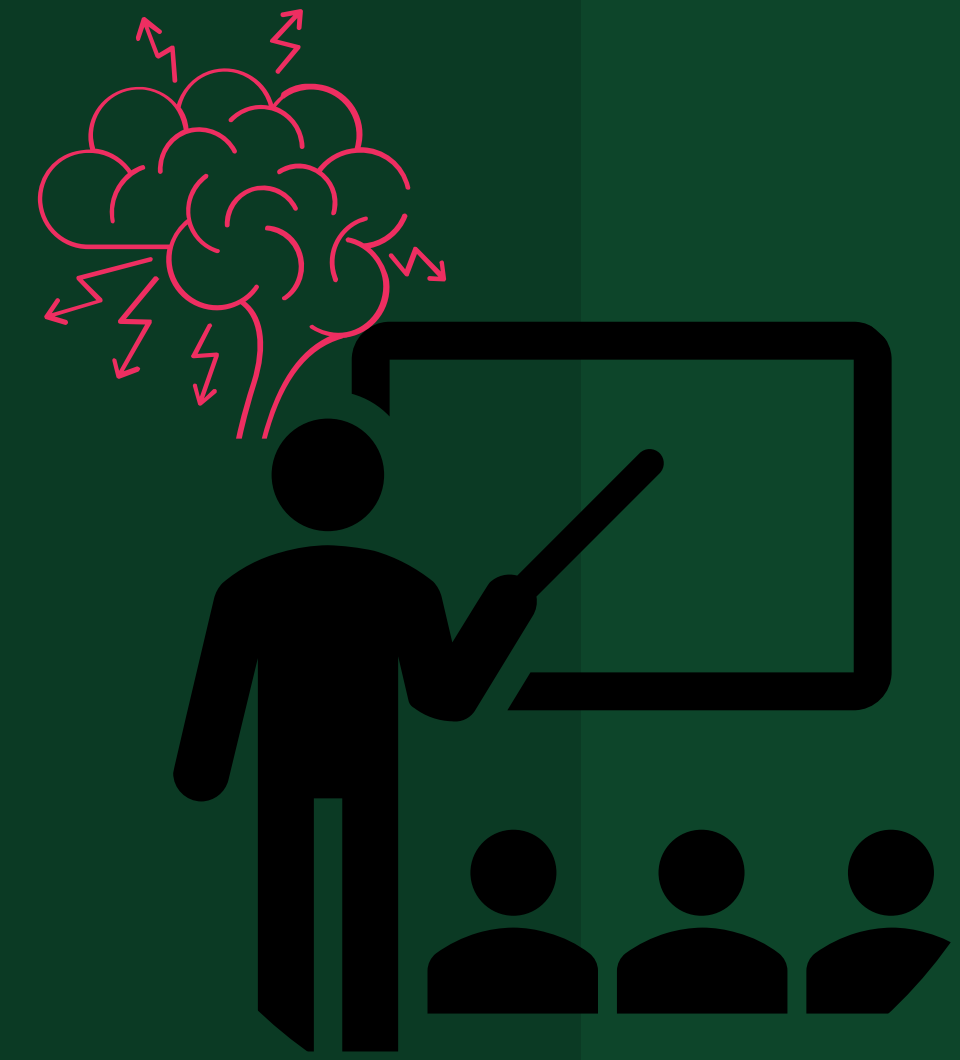
- Budget to Actual
- YoY Actual
- Monthly Investment Summary
- CIP Projects

Federal and State Reports

- PSC Report – Water Utility
- Statements of Taxes
- State Financial Report
- Other Misc. Reports to State and Federal Governments

"The safest way to double your money is to fold it over and put it in your pocket." — Kin Hubbard

Future Initiatives



"The first rule of compounding: Never interrupt it unnecessarily." — Charlie Munger

Future initiatives

- Become fully integrated into City procedures, policies, and operational processes while leading the Finance Department through the budget cycle, tax settlement, and annual audit.
- Implement Tyler Content Manager (TCM) to improve document management, workflow automation, and records retention.
- Review and update Finance Department policies, including Purchasing and Vendor Check Disbursement.
- Standardize and document Finance procedures, including payroll schedules and Accounts Payable workflows.
- Modernize permitting-related financial processes by implementing credit card payments for permit fees. Collaborate with the Inspection Department to improve permit mailing procedures and overall workflow.

"I saw a bank that said '24-Hour Banking,' but I didn't have that much time."

Thank you

"The taxpayer — that's someone who works for the federal government but doesn't have to take the civil service examination." — Ronald Reagan

July 28, 2026

PRE-SALE REPORT FOR

City of New Berlin, Wisconsin

$10,130,000 General Obligation Promissory Notes, Series 2026A

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Harry Allen, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$10,130,000 General Obligation Promissory Notes, Series 2026A

Purposes:

The proposed issue includes financing for the following purposes:

For public purposes including paying the cost of the City's 2026 capital improvement projects including building and grounds improvements, equipment, street improvements, and park improvements. Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. At the end of 2026, the City's total General Obligation debt principal outstanding will be approximately $97,140,000, which is 22% of its projected limit. Estimated remaining General Obligation Borrowing Capacity will be approximately $339 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on June 1 in the years 2027 through 2036. Interest will be due every six months beginning June 1, 2027.

The Notes will be subject to prepayment at the discretion of the City on June 1, 2034 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aaa". The City will request a new rating for the Notes.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks. An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or

their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Issuer

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 28, 2026
Due Diligence Call to Review Official Statement:	Week of August 10, 2026
Conference with Rating Agency:	Week of August 10, 2026
Distribute Official Statement:	August 18, 2026
City Council Meeting to Award Sale of the Notes:	August 25, 2026
Estimated Closing Date:	September 17, 2026

Attachments

Table 1: Summary of Existing G.O. Debt

Table 2: Project List

Table 3: Estimated Sources and Uses of Funds

Table 4: Estimated Proposed Debt Service Schedule

Table 5: Tax Impact Analysis

Tabe 6: G.O. Debt Borrowing Capacity

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Harry Allen, Senior Municipal Advisor	(262) 796-6182
Dan Pagac, Public Finance Analyst	(262) 796-6163
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case

City of New Berlin, WI

Year Ending	Existing Debt								Year Ending
	Total G.O. Debt Payments	Less: TID #3	Less: TID #5	Less: Debt Service Fund	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $300,000 of value	
2026	15,569,565	(535,940)	(644,850)	(821,466)	13,567,309	8,259,983,700	$1.64	$492.76	2026
2027	14,700,710	(551,090)	(807,225)	(181,843)	13,160,552	8,571,513,873	$1.54	$460.61	2027
2028	13,652,673	(624,063)	(780,200)		12,248,411	8,894,793,591	$1.38	$413.11	2028
2029	13,156,858	(622,753)	(753,400)		11,780,705	9,230,265,994	$1.28	$382.89	2029
2030	11,507,018	(623,535)	(726,600)		10,156,883	9,578,390,938	$1.06	$318.12	2030
2031	10,930,213	(558,425)	(699,800)		9,671,988	9,939,645,620	$0.97	$291.92	2031
2032	7,688,500	(540,600)	(775,400)		6,372,500	10,314,525,236	$0.62	$185.35	2032
2033	6,474,828	(520,200)	(731,700)		5,222,928	10,703,543,659	$0.49	$146.39	2033
2034	4,821,313	0	(770,000)		4,051,313	11,107,234,141	$0.36	$109.42	2034
2035	4,093,356		(742,000)		3,351,356	11,526,150,049	$0.29	$87.23	2035
2036	3,040,188		(714,000)		2,326,188	11,960,865,619	$0.19	$58.34	2036
2037	2,263,950		0		2,263,950	12,411,976,743	$0.18	$54.72	2037
2038	2,200,744				2,200,744	12,880,101,790	$0.17	$51.26	2038
2039	2,135,481				2,135,481	13,365,882,451	$0.16	$47.93	2039
2040	2,069,131				2,069,131	13,869,984,616	$0.15	$44.75	2040
2041	2,001,813				2,001,813	14,393,099,293	$0.14	$41.72	2041
2042	1,265,634				1,265,634	14,935,943,550	$0.08	$25.42	2042
2043	356,800				356,800	15,499,261,499	$0.02	$6.91	2043
2044	255,000				255,000	16,083,825,318	$0.02	$4.76	2044
2045	0				0	16,690,436,307	$0.00	$0.00	2045
Total	118,183,773	(4,576,605)	(8,145,175)	(1,003,309)	104,458,684				Total

Notes:

Legend:

Represents +/- 25% Change over previous year

Table 2
2026 Project List
City of New Berlin, WI

Projects	Purpose/Dept.	2026	Totals
HVAC UPGRADES & REPLACEMENT - FS#7	Building and Grounds	60,000	*60,000*
MOBILE VEHICLE BARRIERS	Streets-Equipment	260,000	*260,000*
ROADWAY REHABILITATION	Engineering-Streets	2,000,000	*2,000,000*
SUNNY SLOPE - Grange to College	Engineering-Streets	3,700,000	*3,700,000*
SIDEWALK REPAIR & MAINTENANCE	Engineering-Streets	50,000	*50,000*
PEDESTRIAN LIGHT POLE MAINTENANCE	Engineering-Improvements	50,000	*50,000*
MAPLE RIDGE PARK - PLAYGROUND	Community Development	600,000	*600,000*
MALONE PARK - INFRASTRUCTURE	Community Development	185,000	*185,000*
HICKORY GROVE - INTERNAL IMPROVEMENTS transfer switch	Community Development-Buildings	60,000	*60,000*
PUBLIC SAFETY BLDG - RELOCATE IMT	Community Development-Buildings	83,000	*83,000*
EMERGENCY MANAGEMENT - RADIO REPLACEMENTS	Community Development-Other	1,371,600	*1,371,600*
AMBULANCE	Fire	451,000	*451,000*
TENDER TANK	Fire	55,000	*55,000*
PUMPER-TENDER/ENGINE	Fire	994,000	*994,000*
BALLFIELD REPAIRS	Parks	117,000	*117,000*
CIP Costs		**10,036,600**	**10,036,600**

Table 3
Sources and Uses
City of New Berlin, WI

		2026 G.O. Notes	Levy Portion
CIP Projects			
Project Costs		10,036,600	10,036,600
Subtotal Project Costs		**10,036,600**	**10,036,600**
CIP Projects		**10,036,600**	**10,036,600**
Estimated Issuance Expenses			
Municipal Advisor		57,500	57,500
Bond Counsel		35,000	35,000
Disclosure Counsel		24,500	24,500
Rating Fee		24,500	24,500
Underwriter's Discount	10.00	101,300	101,300
Paying Agent		900	900
Subtotal Issuance Expenses		243,700	243,700
TOTAL TO BE FINANCED		**10,280,300**	**10,280,300**
Estimated Interest Earnings	3.00%	(150,549)	(150,549)
Assumed spend down (months)	6.00		
Rounding		249	249
NET ISSUE SIZE		**10,130,000**	**10,130,000**

Table 4
Allocation of Debt Service - 2026 G.O. Notes

City of New Berlin, WI

Year Ending	Levy Portion			
	Principal	Est. Rate[1]	Interest	Total
2026				0
2027	1,020,000	2.95%	395,329	1,415,329
2028	795,000	3.00%	298,388	1,093,388
2029	820,000	3.10%	273,753	1,093,753
2030	850,000	3.15%	247,655	1,097,655
2031	875,000	3.25%	220,049	1,095,049
2032	945,000	3.35%	190,001	1,135,001
2033	970,000	3.45%	157,440	1,127,440
2034	1,285,000	3.55%	117,899	1,402,899
2035	1,285,000	3.65%	71,639	1,356,639
2036	1,285,000	3.75%	24,094	1,309,094
Total	10,130,000		1,996,245	12,126,245

Year Ending	Totals		
	Principal (6/1)	Interest	Total
2026	0	0	0
2027	1,020,000	395,329	1,415,329
2028	795,000	298,388	1,093,388
2029	820,000	273,753	1,093,753
2030	850,000	247,655	1,097,655
2031	875,000	220,049	1,095,049
2032	945,000	190,001	1,135,001
2033	970,000	157,440	1,127,440
2034	1,285,000	117,899	1,402,899
2035	1,285,000	71,639	1,356,639
2036	1,285,000	24,094	1,309,094
Total	10,130,000	1,996,245	12,126,245

Notes:

1) Estimated Rate assumes current rates plus 50 basis points.

Table 5
Financing Plan Tax Impact
City of New Berlin, WI

Year Ending	Existing Debt: Net Debt Service Levy	Existing Debt: Equalized Value (TID OUT)	Proposed Debt: 2026 G.O. Notes 10,130,000 Dated: 9/17/2026 Total P&I	2027 G.O. Notes 26,025,000 Dated: 9/1/2027 Total P&I	2028 G.O. Notes 25,955,000 Dated: 9/1/2028 Total P&I	2029 G.O. Notes 24,040,000 Dated: 9/1/2029 Total P&I	2030 G.O. Notes 13,720,000 Dated: 9/1/2030 Total P&I	Debt Service Levy: Total Net Debt Service Levy	Debt Service Levy: Levy Change from Prior Year	Taxes: Total Tax Rate for Debt Service	Taxes: Annual Taxes $300,000 of value	Taxes: Annual Taxes new CIP debt $300,000 of value	Year Ending
			2.95%-3.75%	4.00%	4.25%	4.50%	4.50%						
2026	13,567,309	8,259,983,700	0	0	0	0	0	13,567,309		$1.64	$493		2026
2027	13,160,552	8,571,513,873	1,415,329	0	0	0	0	14,575,881	1,008,573	$1.70	$510	$50	2027
2028	12,248,411	8,894,793,591	1,093,388	2,237,150	0	0	0	15,578,948	1,003,067	$1.75	$525	$112	2028
2029	11,780,705	9,230,265,994	1,093,753	2,325,800	1,378,859	0	0	16,579,117	1,000,169	$1.80	$539	$156	2029
2030	10,156,883	9,578,390,938	1,097,655	3,080,300	1,895,875	1,352,250	0	17,582,963	1,003,846	$1.84	$551	$233	2030
2031	9,671,988	9,939,645,620	1,095,049	3,076,600	2,292,100	1,678,075	771,750	18,585,561	1,002,599	$1.87	$561	$269	2031
2032	6,372,500	10,314,525,236	1,135,001	3,064,600	2,860,481	2,906,713	1,594,900	17,934,195	(651,366)	$1.74	$522	$336	2032
2033	5,222,928	10,703,543,659	1,127,440	3,073,900	2,858,669	3,056,038	1,647,650	16,986,624	(947,571)	$1.59	$476	$330	2033
2034	4,051,313	11,107,234,141	1,402,899	3,069,200	2,858,350	3,067,488	1,744,775	16,194,024	(792,601)	$1.46	$437	$328	2034
2035	3,351,356	11,526,150,049	1,356,639	3,080,300	2,859,313	3,064,213	1,737,400	15,449,220	(744,804)	$1.34	$402	$315	2035
2036	2,326,188	11,960,865,619	1,309,094	3,081,900	2,851,556	3,056,438	1,727,775	14,352,950	(1,096,270)	$1.20	$360	$302	2036
2037	2,263,950	12,411,976,743	0	3,044,800	2,849,975	3,053,938	1,725,675	12,938,338	(1,414,613)	$1.04	$313	$258	2037
2038	2,200,744	12,880,101,790	0	451,800	2,844,356	3,056,263	1,720,875	10,274,038	(2,664,300)	$0.80	$239	$188	2038
2039	2,135,481	13,365,882,451	0	449,200	1,082,738	3,009,200	1,732,925	8,409,544	(1,864,494)	$0.63	$189	$141	2039
2040	2,069,131	13,869,984,616	0	451,100	1,081,500	549,225	1,726,713	5,877,669	(2,531,875)	$0.42	$127	$82	2040
2041	2,001,813	14,393,099,293	0	452,400	1,078,988	547,688	222,000	4,302,888	(1,574,781)	$0.30	$90	$48	2041
2042	1,265,634	14,935,943,550	0	448,200	1,075,200	545,475	215,250	3,549,759	(753,128)	$0.24	$71	$46	2042
2043	356,800	15,499,261,499	0	448,500	1,079,925	547,475	208,500	2,641,200	(908,559)	$0.17	$51	$44	2043
2044	255,000	16,083,825,318	0	448,200	1,082,950	543,688	201,750	2,531,588	(109,613)	$0.16	$47	$42	2044
2045	0	16,690,436,307	0	447,300	1,084,275	544,113	195,000	2,270,688	(260,900)	$0.14	$41	$41	2045
2046	0	17,319,925,988	0	445,800	1,093,688	543,638	188,250	2,271,375	688	$0.13	$39	$39	2046
2047	0	17,973,157,246	0	443,700	1,091,188	542,263	181,500	2,258,650	(12,725)	$0.13	$38	$38	2047
2048	0	18,651,025,506	0	0	1,189,756	544,875	174,750	1,909,381	(349,269)	$0.10	$31	$31	2048
2049	0	19,354,459,969	0	0	0	531,700	168,000	699,700	(1,209,681)	$0.04	$11	$11	2049
2050	0	20,084,424,880	0	0	0	0	332,313	332,313	(367,388)	$0.02	$5	$5	2050
2051	0	20,841,920,848	0	0	0	0	0	0	(332,313)	$0.00	$0	$0	2051
Total	104,458,684		12,126,245	33,620,750	36,489,741	32,740,750	18,217,750	237,653,920				3,444	Total

Notes:

Table 6
General Obligation Debt Capacity Analysis - Impact of Financing Plan
City of New Berlin, WI

Existing Debt					Proposed Debt			
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2025	8,404,437,700	420,221,885	99,145,000	**23.59%**	$99,145,000	**23.59%**	$321,076,885	2025
2026	8,735,256,032	436,762,802	87,010,000	**19.92%**	$97,140,000	**22.24%**	$339,622,802	2026
2027	9,079,096,147	453,954,807	75,200,000	**16.57%**	$110,335,000	**24.31%**	$343,619,807	2027
2028	9,436,470,613	471,823,531	64,015,000	**13.57%**	$123,355,000	**26.14%**	$348,468,531	2028
2029	9,807,912,175	490,395,609	52,940,000	**10.80%**	$134,150,000	**27.36%**	$356,245,609	2029
2030	10,193,974,546	509,698,727	43,175,000	**8.47%**	$134,270,000	**26.34%**	$375,428,727	2030

EHLERS PUBLIC FINANCE ADVISORS

Resolution No. 2026-13

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
$10,130,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS the City of New Berlin, Waukesha County, Wisconsin (the "City") is presently in need of approximately $10,130,000 for public purposes, including paying the cost of the City's 2026 capital improvement projects, including street, building and grounds, and park improvements and vehicles and equipment for various municipal departments (collectively, the "Project"); and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2026A in the approximate amount of $10,130,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed $10,130,000.

Adopted, approved and recorded July 28, 2026.

_____
David A. Ament
Mayor

ATTEST:

_____
Rubina R. Medina
City Clerk

(SEAL)

City of New Berlin Community Development
city living with a touch of country

Building Permits & Inspections • Engineering Services • GIS / LIS • Planning Services
3805 South Casper Drive
New Berlin, WI 53151
Phone: 262.797.2445
Fax: 262.780.4612
www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Common Council

FROM: Alderman John Hopkins, District 1

RE: Requested Action Statement approving the transfer of remaining Capital Improvement Project (CIP) funds from the Lions Park Design Project to establish funding for the Gatewood Park Master Plan Project.

DATE: June 30, 2026

REQUESTED ACTION: Requested Action Statement for the approval of Resolution 2026-12 amending the 2026 Capital Improvement Projects Budget by transferring the remaining available balance from the Lions Park CIP budget to establish the Gatewood Park Master Plan Project and authorize the associated budget transfer.

FISCAL IMAPCT: This budget amendment reallocates existing Capital Improvement Budget (CIP) funding and does not increase the overall adopted 2026 Capital Improvement Budget.

Funding will be provided through the transfer of the remaining available balance from the Lions Park Design Project, which is $48,491.

SOURCE OF FUNDS:

Transfer From:
Lions Park Pickleball Court Design
Account No. 04252900 61136 C2025

Transfer To:
Gatewood Park Master Plan
Account No. 04253000 61125 C2026

RATIONALE / BACKGROUND: The Lions Park Design Project is not anticipated to proceed at this time. As a result, the remaining appropriation for that project is available for reallocation. Is it recommended that the

remaining available balance be transferred to establish and provide the initial funding for the Gatewood Park Master Plan Project. The master plan will evaluate future park improvements, identify priorities, address accessibility and playground deficiencies, and phased implementation.

See attached 2026 CIP Request Narrative for the Gatewood Park Master Plan CIP project.

STATE OF WISCONSIN **CITY OF NEW BERLIN** **WAUKESHA COUNTY**

RESOLUTION 2026-12
A RESOLUTION AMENDING THE 2026 CAPITAL PROJECTS BUDGET

WHEREAS, the Lions Park Design Project is not anticipated to proceed at this time; and

WHEREAS, the remaining appropriation for the Lions Park Design Project is available for reallocation; and

WHEREAS, the Common Council desires to establish the Gatewood Park Master Plan Project to evaluate future park improvements, identify priorities, address accessibility and playground deficiencies, and provide a design and framework for future park improvements; and

WHEREAS, Alderman John Hopkins, District 1 recommends transferring the remaining available balance from the Lions Park Design Project to establish the Gatewood Park Master Plan Project without increasing the overall 2026 Capital Improvements Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of New Berlin that the 2026 Capital Projects Budget be amended as follows:

TRANSFER FROM

Lions Park Pickleball Court Design	04252900	61136	C2025	$48,491

TRANSFER TO

Gatewood Park Master Plan	04253000	61125	C2026	$48,491

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha County NOW within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council on this 28th day of July 2026.

_____
David Ament, Mayor

Countersigned:

_____
Rubina Medina, City Clerk

CAPITAL IMPROVEMENT PROJECT REQUEST

(A) Type of Project:
_X_ New
___ Expanded
___ Replacement/Maintenance

(B) Project #: _2_
Dept Priority #: _2_
Date Submitted: _10/13/2025_
Fund #: _____
Organization #: _530_

(C) Submitted By: Community Development
(Department)
Prepared By: Kristen Hogan, Principal Planner

(D) Previous Action:
_X_ New
___ Revise
___ Resubmittal

(E) Project Title: Gatewood Park Master Plan

ATTACH PROJECT SUMMARY AND DOCUMENTATION

(F) Estimated Capital Costs:

ITEM	2026	2027	2028	2029	2030
Land Acquisition					
Equipment					
Construction	$60,000				
Other (Design & Legal)					
Total Capital Costs	**$60,000**				

(G) Estimated Maintenance & Operating Costs:

Salaries/Benefits					
Operating Costs					
Total Operating Costs					

(H) Source of Financing

General Fund/Bond	$60,000				
Special Assessment (Impact Fees, Park & Open Space Fees)					
Grants/Other					

(I) Are new personnel involved in this request? ____ Yes __X__ No

(J) Disposition of Previous Facility:

(K) Mayor's Comments:

CITY OF NEW BERLIN CAPITAL PROJECT SUMMARY	
Project Title: Gatewood Park Master Plan	**Department:** DCD/Planning

(A) Project Scope and Description:

This project consists of developing a master park plan within Gatewood Park. Design work would be completed in year 1 of the program, followed by construction in year 2 of the program.

(B) Location:

Gatewood Park - 14201 W. Kostner Lane

(C) Analysis of Need:

By providing equitable access to playgrounds where kids can learn, play and grow, playgrounds foster the development of children of all ages and abilities by:

- Physical: Providing a space for physical activity helps to build strength and coordination.
- Social and emotional: Serves as a setting for learning cooperation, conflict resolution, and empathy.
- Cognitive: Playgrounds encourage creativity, problem-solving, and self-confidence.
- Community: Contributes to community building by providing a shared space for families to gather and connect.

The City's insurance carrier, CVMIC, has inspected the equipment on a regular basis and identified several safety violations that warrant attention. The following is a summary of the outstanding safety issues with the playground that are outlined in the 2022 CIVMC Playground Inspection Report:

- Maintenance. Inspections alone do not constitute a comprehensive maintenance program. Any problems found during the inspection should be noted and fixed as soon as possible. All repairs and replacements of equipment parts should be completed following the manufacturer's instructions. CPSC 4.2. Monitor plastic climbing components on this playground that have been damaged by UV radiation.
- Entrapment. Head and Neck Entrapment - Public playground equipment shall be designed and constructed or assembled so that any accessible opening shall meet the following performance requirements to reduce the risk of accidental head or neck entrapment by either a head-first or feet-first entry into the opening. ASTM-F1487 6.1. This piece of equipment presents a head entrapment hazard. Both head entrapments on the bridge should be fixed.

The following is a summary of the outstanding issues with the playground and trails that are outlined in the 2018 ADA study completed by MSA:

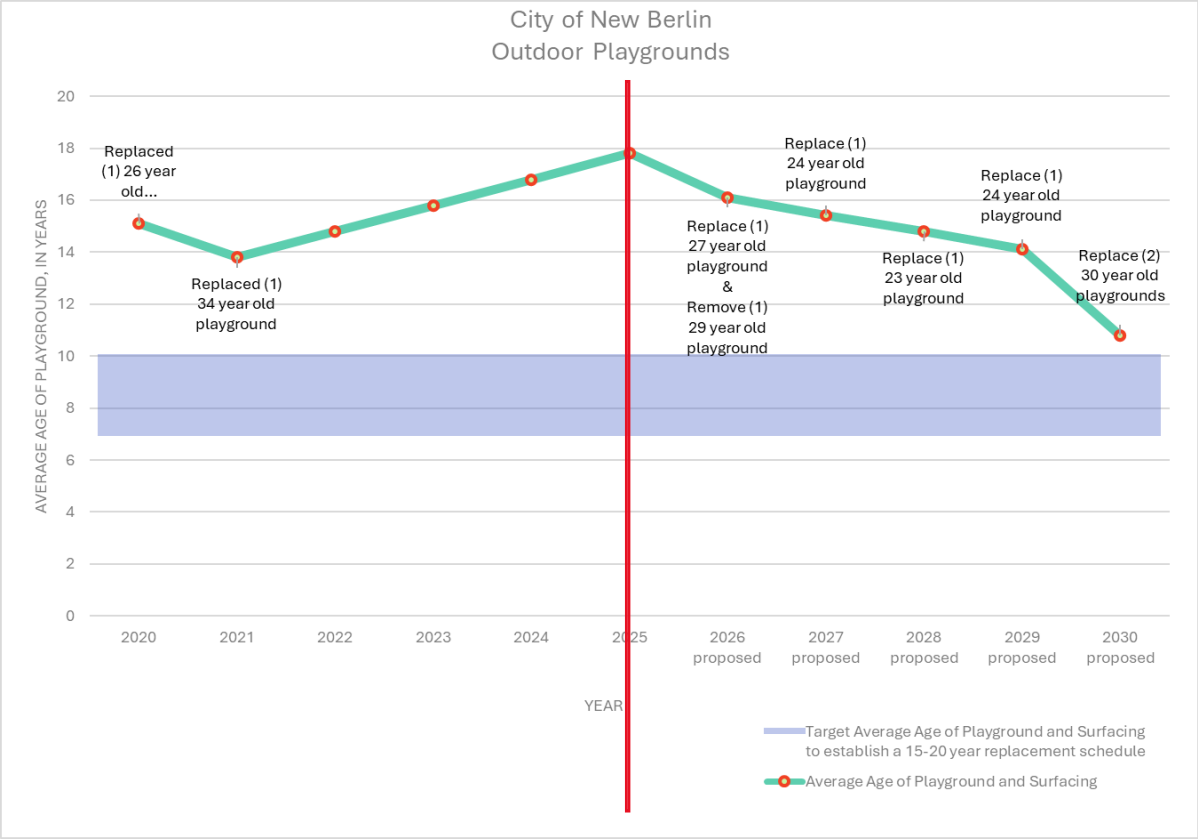
- No accessible parking identified. *No off-street parking provided (not a deficiency in itself). Identify and mark on-street parking.
- No accessible route from on-street parking to soccer field. Add accessible route. (~150 LF)
- Access route from on-street parking to main park areas: Narrows to less than 60" (gravel overgrown by grass/weeds). Replace or top dress gravel.

- Access route from on-street parking to main park areas: Soft and saturated in spots. Replace or top dress gravel.
- Access route from on-street parking to main park areas: Transition from street is 6%, greater than 1:20/5% max. Regrade and replace pavement and install warning field.
- Accessible route does not extend to playground, shelter, basketball court, or athletic fields. Install accessible route to all elements: material can be compacted gravel, asphalt or concrete. (~350 LF)
- Pavement under shelters has settled and gaps (1.5”) and lips (1”) exist greater than allowable maximum (½” gaps and 1/4” lips). Replace pavement or raise pavement and fill gaps will appropriate sealant.
- Turn around space for swing is 48”, 60” is required minimum. Extend turning area to 60”.
- Bench seat height is above standard. Footings are exposed. Raise surfacing or lower bench.
- Engineered wood fiber surfacing is soft in spots. Accessible to most areas but needs maintenance/replacement. Replace surfacing.
- No grills are on an accessible route. Grills are bent/off plumb. Extend route to minimum of one grill. (~100 LF)
- No picnic tables are on an accessible route. Add route to at least 25% of tables in park. (~100 LF)
- No tables are wheelchair accessible. Replace or add at least 1 table with wheel chair accessible type.
- Basketball court surface is worn and holds water in spots.
- Engineered wood fiber surface is soft and uneven. Replace surface and maintain to ASTM F1951-99. (~2,600 SF).
- Spring riders are aging. Consider replacement.
- Route from parking area to site features is not accessible. Width is less than 60”. Widen pavement and top dress.
- Route from parking area to site features is not accessible. Surface is worn and grass/weed covered in spots. Replace/add gravel.
- No accessible route exists to connect basketball court, athletic field, or shelter. Add accessible route. (~350 LF)

Project selection is coordinated with other proposed park redevelopment plans and is ranked based upon the number of outstanding issues in that park.

(D) Alternatives:

The expected lifespan for outdoor playground equipment and surfacing is 15-20 years. Once a playground has exceeded its useful life, it becomes cost prohibitive to perform maintenance, procure parts and make repairs, resulting in the playground no longer meeting the expectations of the residents who use the park. Currently, 40% of the City’s playgrounds have exceeded their useful life and require a full replacement. To establish a 15-to-20-year replacement schedule, it is recommended that one playground should be replaced annually.



(E) Ongoing Operating Costs:

Once the playground is replaced, routine park maintenance will be needed over the next 5-10 years. No major operating implications are anticipated.

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

DATE: July 27, 2026

TO: Common Council

FROM: Mayor Ament
Katie Roth, Recreation Manager
Eric Snodgrass, Assistant Recreation Manager
Melissa Beck, Human Resource Director

REQUESTED:

Recommendation to create a new part-time position Recreation Event Support to allow the Recreation Department to fulfill contractual obligations as outlined in the New Berlin Recreation Court Rental Rates, Policies, and Procedures.

FISCAL IMPACT:

Funding for the proposed position is accounted for in the fees that will be paid by the organization renting the court or space.

RATIONALE:

As part of the strategic plan, the recreation department has increased usage of the recreation facilities for facility rentals, athletic tournaments, and special events. These events mainly occur outside of normal operating hours, thus making it difficult for the full-time staff to meet the needs of the events.

To support the needs of the events, the Recreation Department has created policies and procedures which incorporate fees to accommodate necessary staffing to support these events. The addition of the Recreation Event Support staffing position will allow the Recreation Department to more efficiently manage facility rentals and tournaments during evenings, weekends, and other non-standard hours while maintaining appropriate oversight of City facilities.

This position is a seasonal part-time position which will be managed similarly to other seasonal part-time recreation positions. The department will look to hire a pool of staff who are willing and able to commit to working throughout the year based on facility demands for special events. This provides scheduling flexibility, ensures adequate coverage for events and tournaments, and supports the continued growth of the use of the facility.

Attached: Recreation Support Staff Job description
Court Rental Rates, Policies, and Procedures

CITY OF NEW BERLIN
JOB DESCRIPTION
Updated 7-27-26

POSTION: Recreation Event Support

LOCATION/DEPARTMENT: Recreation

SUPERVISOR: Recreation Assistant Manager

EMPLOYMENT STATUS: Non-Exempt/PT/ Seasonal

SALARY RANGE: $15.00 per hour

DIRECT REPORTS: None

POSITION SUMMARY

Under the direction of the Assistant Recreation Manager, the Recreation Event Support staff will provide required support during special events. This position will oversee assigned special events to ensure City facilities remain properly supervised, safe and well-maintained during the event. Employees may be assigned to work at any Recreation Department facility, park, or program location, based on special event needs.

ESSENTIAL DUTIES

- Provide general department information to participants, parents, and community members.
- Greet visitors, respond to questions, and direct inquiries to the appropriate staff member.
- Check in participants and visitors, verify attendance for permitted events, and direct individuals to the appropriate program or activity location.
- Assist with registrations, memberships, permits, facility rentals, and payments using the City's ActiveNet registration software and other computer systems as needed for assigned special events.
- Process payments, balance cash drawers, and follow established cash handling procedures as needed for assigned special events.
- Monitor activity throughout Department facilities and enforce facility rules and participant expectations to promote a safe, welcoming, and inclusive environment.
- Conduct routine facility inspections during events to identify safety hazards, cleanliness concerns, or maintenance issues and report them appropriately.
- Open, close, and secure Recreation Department facilities, for assigned events.
- Assist with program and event set-up and tear-down, including arranging tables, chairs, sports equipment (Pickleball, Volleyball, Basketball, etc.), and other program materials.
- Assist in maintaining clean and safe facilities by addressing spills, bodily fluids, and other hazards, or notifying appropriate facility staff as needed.
- Assist with snow removal and salting of program walkways and entrances, when assigned.
- Communicate program information or needs to the participants, parents, and/or community members.
- Administer and/or assist with basic First Aid and completion and submission of accident and incident report forms.
- Serve as a point of contact during emergencies, including medical incidents, severe weather, fire, security concerns, and facility evacuations.
- Communicate incidents, injuries, operational concerns, and participant issues to the Recreation Assistant Manager or appropriate department supervisor.

- Exercise sound judgment, facilitate conflict resolution, and independently resolve routine issues within the scope of the position.
- Attend and participate in required department training, in-services, and staff meetings.
- Maintain a professional appearance, positive attitude, and courteous demeanor while representing the Recreation Department.
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

- Ability to communicate effectively and professionally with participants, staff, and the public.
- Ability to work evenings, weekends and special events as assigned.
- Ability to learn to operate point-of-sale systems, registration software, telephones, computers, and other office equipment.
- Basic computer proficiency.

MINIMUM QUALIFICATIONS

- High school diploma or equivalent preferred.
- Previous experience in event management, customer service, recreation, office support, or a related field is preferred.
- Current First Aid, CPR, and AED certifications preferred or ability to obtain within 6 months of hire.

PHYSICAL REQUIREMENTS

- Frequently required to stand and walk for extended periods.
- Frequently bend, stoop, kneel, reach, and climb stairs.
- Occasionally lift, carry, push, and pull up to 50 pounds.
- Frequently use hands and fingers to operate computers, telephones, point-of-sale systems, and other office equipment.

ENVIRONMENTAL REQUIREMENTS

- Work is performed in recreation facilities, parks, and outdoor event locations and may include exposure to varying weather conditions, moderate noise levels and other conditions associated with recreation programs and special events.

SENSORY REQUIREMENTS

- The task requires close visual acuity to perform various activities.
- The task requires oral communications ability.
- The task requires sound perception.

This description has been prepared to assist in evaluating various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty required of positions given this classification. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee and group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to or delete from any section of this document as it deems, in its judgement, to be proper.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The City of New Berlin does not discriminate on the basis of the protected classes of age, race, color, creed, religion, disability, handicap, marital or parental status, sex, sexual orientation, gender identity national original,

ancestry, citizenship, political affiliation, arrest or conviction record not substantially related to a person's job, pregnancy, membership in the military, or use or nonuse of lawful products off City property during non-work hours or any other reason prohibited by state or federal laws.