

Common Council MEETING AGENDA



February 27, 2024 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall
Council Chambers

Published: 2/23/2024

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
 - A. February 19, 2024 Common Council Meeting Minutes
5. **REPORTS**
 - A. City Clerk
 - B. Council President
 - C. Mayor
6. **COMMUNICATIONS**
7. **BOARD OF PUBLIC WORKS**
 - A. ITEM 01-24 Discussion and possible action to recommend to Common Council approval of the design contract to reconstruct Sunny Slope Road.
 - B. ITEM 02-24 Discussion and possible action to recommend to Common Council approval of Resolution 2024-02 to Amend the 2024 CIP Budget for the Sunny Slope Reconstruction Design
8. **RECREATION COMMISSION**
 - A. Discussion and possible action to recommend to Common Council approval of the 2024 Recreation Division Summer Fees
 - B. Discussion and possible action to recommend to Common Council approval of the RecPASS Membership Policies and Code of Conduct for the Activity and Recreation Center (ARC)
 - C. Discussion and possible action to recommend to Common Council approval of the 2024 Sponsorship Packet
 - D. Discussion and possible action to recommend to Common Council approval of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship. The New Berlin Lions are also requesting that the city split half of the cost on printing and installing their donor signage
 - E. Discussion and possible action to recommend to Common Council approval of the agreement for naming rights with Kelmann Corporation for indoor playground sponsorship
 - F. Discussion and possible action to recommend to Common Council approval of Program Instructor Services Agreement with Dennis Roscoe
9. **DEFERRED, REFERRED & TABLED ITEMS**
10. **ITEMS REMOVED FROM CONSENT AGENDA, if any**
11. **CONSENT AGENDA-----**
 - A. *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

12. MINUTES

- A. February 19, 2024 Committee of the Whole Meeting

13. UTILITY & FINANCE

- A. Discussion and recommendation to Common Council approval of the February 28, 2024, Water Utility Claims in the amount of \$248,994.15, Sewer Utility claims in the amount of \$31,960.37 and General City Claims in the amount of \$458,110.80

14. MISCELLANEOUS

- A. Water Rate Case Information, application of the City of New Berlin, Waukesha County, Wisconsin as a Water Public Utility for authority to adjust water rates - Final Decision, No Action
- B. Discussion and recommendation to the Common Council approval of Resolution No. 2024-04; a Resolution Amending the Capital Projects Budget to reallocate \$10,000 from the One Ton Dump Truck (Account #04059100-61213-C2023) to the Brush Chipper (Account #04059100-61217-C2024), allowing the DPW-Parks Department to purchase a 21" chipper instead of a 19" chipper increasing the capacity of the chipper by 22% which will enhance the ability to complete forestry work within the city.
- C. Discussion and recommendation to the Common Council to enter into a new three-year contract with the Waukesha County Health and Human Services Department for NARCAN distribution and training
- D. Discussion and recommendation to Common Council to enter into a new five -year contract with Axon for police equipment (TASER 10) subject to approval by the City Attorney and signed by Chief Hingiss and Mayor Ament

15. END CONSENT AGENDA-----

16. CLOSED SESSION

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

17. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Acuity Insurance Claim re: Wisconsin Kitchen Mart, Inc.

18. ADJOURN

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.



Common Council MEETING MINUTES

February 19, 2024 - 5:35 PM
City Hall
Council Chambers

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. PRIVILEGE OF THE FLOOR

None.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 5:37 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Kroupa, Alderperson Horbinski, Alderperson La Fever

Excused: Alderperson Joseph Stribl

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

City Clerk Rubina Medina stated that a quorum was established and the meeting was properly noticed.

4. APPROVAL OF MINUTES

A. January 23, 2024 Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk
None.

B. Council President
None.

C. Mayor

- The City is very excited to announce that our **Activity and Recreation Center** will be fully open to the public starting on February 26th. Phase I of the center opened in June of 2022, and Phase II of the center is now complete to include a gymnasium and walking track. The City will be holding a **Grand Opening Event** to the public on **Saturday, February 24th from 11am – 2pm.** to show case Phase II of the center. There will be a special ribbon cutting event at 11:15 a.m. All are encouraged to join us for a family fun event. For more information, please visit our New Berlin Website or contact our Recreation Department at 262-797-2443.

- In addition to the Grand Opening, we are also excited to announce the release of the **Recreation Department's "RecPASS"**. This pass is a membership that allows for unlimited visits to any drop-in program that is being held at our Activity and Recreation Center. For more information about the "RecPASS", please contact our Recreation Department at 262-797-2443.
- Finally, I want to congratulate our **Recreation Department** and **Kristen Hogan from our Department of Community and Development**, for winning the **Outstanding Park Design Award** at the 2024 Wisconsin Park and Recreation Association Conference. All are encouraged to visit **Buena Park** and check out all the updates they have added for the park users.

6. COMMUNICATIONS

- A. Acuity Insurance Claim re: Wisconsin Kitchen Mart, Inc.

7. PARKS, BUILDINGS & GROUNDS COMMISSION

- A. Discussion and recommendation to Common Council to approve disc golf league permits to Mike Harrington DBA the Disc Golf Experience

MOTION: Motion to approve

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

- B. Discussion and possible action to recommend to Common Council approval awarding the city wide door access project to Circle Electric, Inc. per the requested action statement

MOTION: Motion to approve

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

- C. Discussion and possible action to recommend to Common Council approval awarding the city hall window replacement project to B&D Contractors, Inc. per the requested action statement

MOTION: Motion to approve

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

8. DEFERRED, REFERRED & TABLED ITEMS

None.

9. ITEMS REMOVED FROM CONSENT AGENDA, if any

None.

10. **CONSENT AGENDA**-----

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

MOTION: Motion to approve consent agenda

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

11. MINUTES

- A. January 23, 2024 Committee of the Whole Meeting Minutes

12. UTILITY & FINANCE

- A. Discussion and recommendation to Common Council approval of the February 14, 2024 Water Utility claims in the amount of \$142,981.94, Sewer Utility claims in the amount of \$21,234.32 and General City Claims in the amount of \$1,527,280.98. Tax overpayment checks totaling \$102,671.46 were also generated. US Bank VISA EFT of \$17,781.22 for 2023 Invoices and \$19,714.47 for 2024 Invoices. We Energies EFT of \$71,486.75

13. MISCELLANEOUS

- A. Discussion and recommendation to Common Council approval of Ordinance No. 2690, an ordinance to amend section 6-7 of the City of New Berlin Municipal Code regarding the Police and Fire Commission per the RAS submitted by Alderman Hopkins
- B. Discussion and recommendation to Common Council for the approval to revisit the RFP process looking for companies to erect a two-sided Digital Out Of Home Sign near the intersection of Wall Street and Moorland Rd on the ARC property per the RAS submitted by Alderman Stribl

14. END CONSENT AGENDA-----

15. CLOSED SESSION

- A. *The basis for the items to be discussed in closed session are as enumerated in Section 19.85(1)(e) of the Wisconsin State Statutes, (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, more specifically:*

MOTION: Motion to enter into closed session at 5:46PM.

City Clerk Rubina R. Medina took a roll call vote.

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

- B. Counter-offer to purchase from Bill and Alison Spindler - 15321 West National Avenue, Approximately 12,000 Square feet
- C. *The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(g) of the Wisconsin State Statutes. (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically:*
- D. Wellner Claim
- E. Schulpius Claim
- F. Hernandez Claim

16. RECONVENE TO OPEN SESSION

MOTION: Motion to return to open session at 5:56 PM.

City Clerk Rubina Medina took a roll call vote.

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

- A.** Discussion and possible action re: Counter-offer to purchase from Bill and Alison Spindler - 15321 West National Avenue, Approximately 12,000 Square feet

MOTION: Motion to approve as presented by the City Attorney

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

- B.** Discussion and possible action re: Wellner Claim

MOTION: Motion to deny

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

- C.** Discussion and possible action re: Schulpus Claim

MOTION: Motion to approve as presented by the City Attorney

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

- D.** Discussion and possible action re: Hernandez Claim

MOTION: Motion to deny

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

17. ADJOURN

MOTION: Motion to adjourn at 5:59PM.

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

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



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Horbinski

FROM: Board of Public Works

DATE: February 27, 2024

RE: February 19, 2024, BPW items requiring Common Council action

A.	ITEM 01-24 Discussion and possible action to recommend to Common Council approval of the design contract to reconstruct Sunny Slope Road.
Council Motion:	
	This item was considered at the BPW meeting on February 19, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the awarding of a Professional Services Design Contract to the most responsive, qualified consultant, raSmith, Inc. for the design to reconstruct Sunny Slope Road from Grange Avenue to College Avenue in an amount of \$419,710 with contingencies not-to-exceed total project costs \$422,500 from account 04251100 63028 C2024.
B.	ITEM 02-24 Discussion and possible action to recommend to Common Council approval of Resolution 2024-02 to Amend the 2024 CIP Budget for the Sunny Slope Reconstruction Design
Council Motion:	
	This item was considered at the BPW meeting on February 19, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of a Resolution to Amend the 2024 CIP Budget for the Sunny Slope Road Reconstruction, CIP Account 04251100 63028 C2024, from \$262,500 to \$422,500.

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: Sunny Slope Road Reconstruction

LOCATION: Grange Avenue to College Avenue

REQUEST: Approval of the Design Contract to Reconstruct Sunny Slope Road

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Professional Services Design Contract to the most responsive, qualified consultant, *raSmith, Inc.* for the design to reconstruct Sunny Slope Road from Grange Avenue to College Avenue in an amount of \$419,710 with contingencies the not-to-exceed total project costs are \$422,500 from account 04251100 63028 C2024.

1. In January, the City of New Berlin solicited Proposals for Design services to Reconstruct Sunny Slope Road from Grange Avenue to College Avenue. The work consists of preparing plans, specifications and estimates to reconstruct this roadway in 2026.
2. The total length of the roadway segment is approximately 1 mile. It is currently rated a 30 on the PASER scale. The Roadway is starting to show signs of deterioration and due to the structural and geometric changes needed to bring this arterial up to current standards, it is beneficial to start the design process. Major design elements are included in the attached Scope of Services.
3. The intersection of Sunny Slope Road and Grange Avenue was reconstructed in 2021 as a standalone project.
4. Design services will include a wetland delineation, storm water analysis, roadway design, agency coordination and permitting, and Right-of-Way acquisition administration.
5. On February 7, 2024, the City received four (4) Proposals for the Professional Engineering Services for the Sunny Slope Road Reconstruction design. Staff reviewed the Proposals and determined that *raSmith, Inc.* is the most responsive, qualified consultant.
6. A summary of the Composite Scoring Sheet is attached to the Staff Report.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT**

Meeting of February 19, 2024

Sunny Slope Road Reconstruction Design

DATE STAFF REPORT CREATED: 2/14/24

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project consists of reconstructing Sunny Slope Road from Grange Avenue to College Avenue. The project will include wetland delineation, storm water analysis, roadway design, agency coordination and permitting, and Right-of-Way acquisition.

PROPOSALS RECEIVED: 4

SELECTED CONSULTANT: raSmith, Inc.

FISCAL IMPACT:

Estimated Design, Right-of-Way Acquisition and Construction Cost \$ 3,750,000

SOURCE OF FUNDS

2024 CIP Funds

D.C.D. RECOMMENDATION:

Recommend to the Common Council the awarding of a Professional Services Design Contract to the most responsive, qualified consultant, *raSmith, Inc.* for the design to reconstruct Sunny Slope Road from Grange Avenue to College Avenue in an amount of \$419,710 with contingencies the not-to-exceed total project costs are \$422,500 from account 04251100 63028 C2024.

Attachments:

Request for Proposal – Scope of Services & Map
Composite Scoring Sheet
Selected Proposal – Project Approach

**CITY OF NEW BERLIN
REQUEST FOR PROPOSAL
SUNNY SLOPE ROAD
ROADWAY DESIGN**

The City of New Berlin (City) desires to retain the professional services of an engineering consultant to complete a design and preparation of final roadway plans and specifications for the reconstruction of Sunny Slope Road from Grange Avenue to College Avenue for potential reconstruction in 2026.

Qualified consultants are invited to submit proposals to accomplish the scope of work hereinafter defined. The consultant will be expected to work directly with the City, WDNR, and any other necessary permitting agencies. The City Engineering Services Division will be the lead agent for the Project. The consultant will report to the City Engineer or designee.

I. Project Description and Scope of Services

General

A. The condition of the roadway has deteriorated, requiring reconstruction. The City desires to reconstruct the roadway within the project area, as well as intersection improvements at College Avenue. Intersection improvements will be coordinated with Waukesha County. Additional intersection improvements consisting of bypass lanes, acceleration, and deceleration tapers at Nicolet Drive, the City's Section 35 Park Entrance, and Brook Hollow Court are desired.

B. An off-road pedestrian trail exists along the majority of the route. The City desires to design and construct the missing portions of this trail within the project area. Pedestrian crossings consisting of raised pedestrian refuges at Nicolet Drive and at Elmwood Elementary School are desired.

C. The existing Right-of-Way width varies, and the City desires to purchase Right-of-Way to the ultimate width of 100-feet. The consultant shall perform, or retain a sub-consultant to perform, the Right-of-Way acquisition per Wisconsin State Statute 32 procedures.

D. The existing pavement section is rural and consists of two 12-foot wide driving lanes with variable gravel shoulder width. The proposed cross section consists of two 12-foot wide driving lanes, 5-foot wide paved shoulders, and 3-foot wide limestone shoulders. An urban cross section may be considered if it is needed due to site constraints.

II. Data Collection

A. The selected consultant shall complete a field survey of the roadway, roadside ditches, underground utility locations, existing storm water conveyance structures, individual property low points, and any other pertinent features necessary to complete a design approved by the City.

B. The selected consultant shall compile existing topographic, cadastral and utility as-built information as needed from the City of New Berlin data files.

C. The field survey shall be completed based upon NAD 1983 (2011) State Plane Wisconsin South horizontal coordinates, and NAVD 88 vertical datum. Verify the accuracy of City topographic data by comparing to field survey data.

D. The consultant shall perform, or retain a sub-consultant to perform, soil borings along the route. Three (3) borings shall be taken every 1,000 feet, starting approximately 500 feet south of Grange Ave, with one boring in the centerline of the roadway, and one boring near each flow line of the north and south ditches.

E. The consultant shall perform, or retain a sub-consultant to perform, excavations to expose underground private utilities within the ultimate Right of Way or proposed Temporary Limited Easements. The private utilities shall be included in the survey and design to determine which utilities are in conflict with the design. After private utilities are relocated, the utilities shall be exposed and surveyed to ensure they are not relocated into conflict with the design. The consultant shall be responsible for all utility coordination throughout the design process.

F. The site contains wetland indicators. A wetland delineation shall be performed as necessary to construct the design. The delineation shall be either performed by an assured delineator, or submitted to the DNR for concurrence. All permits necessary to construct the design shall be coordinated by the selected consultant.

III. Right-of-Way Acquisition

A. The scope of Right-of-Way acquisitions is anticipated to include the purchase of Right-of-Way on 8 parcels, and Temporary Limited Easement (TLE) on 25 parcels. Appraisals shall be performed on each Right-of-Way acquisition and TLE. The Consultant estimate for Right-of-Way acquisition shall be based on these quantities.

B. A Right-of-Way plat shall be prepared and submitted to the City.

C. Right-of-Way staking for acquisition negotiations shall be completed.

D. The consultant shall administer and coordinate all Right-of-Way acquisition processes and personnel.

E. The consultant shall monument all property corners following the project construction.

IV. Storm Water Management Plan and Storm Sewer Design

A. It is anticipated that additional storm water management facilities will be required as part of this project. The City prefers that storm water management facilities be accommodated within the existing or proposed Right-of-Way. However, if the storm water management facilities cannot be accommodated within the Right-of-Way, the City will provide the storm water management plan for the Section 35 Park complex, and the consultant shall analyze the plan to determine if any capacity is available within the existing storm water management facilities, and design any improvements necessary to accommodate the roadway improvement project. The storm water treatment system shall be designed for a 25-year storm event. The design shall follow Milwaukee Metropolitan Sewerage District (MMSD) regulations, City of New Berlin Municipal Code 275-55.1, and DNR regulations.

B. As part of the design, the consultant shall:

1. Delineate the contributory watershed to each catch basin/inlet location.
2. Complete a hydrologic and hydraulic analysis for the 1-year, 2-year, 10-year, 25-year and 100-year storm events.
3. Complete the preliminary sizing of the storm sewer based upon a 25-year storm recurrence interval, with a minimum diameter of 18-inches.
4. Complete the preliminary inlet designs based upon a 25-year recurrence interval storm event.

V. Traffic Improvements

A. A Traffic Impact Analysis (TIA) was conducted for the future Section 35 Development. The City will provide the TIA to the consultant for use in their design. Subsequent amendments to this TIA were completed with the development of the Red Fox Crossing and Thompson Hollow Subdivisions. The TIA identifies improvements to the intersection of College Avenue and Sunny Slope Road which include a signalized intersection. At this time, Waukesha County is not interested in signalizing this intersection. However, as part of the design process, the Consultant shall design improvements to College Avenue to include a left turn lane, right turn lane, and acceleration taper at Sunny Slope Road. On Sunny Slope Road at College Avenue, a right turn lane shall be designed.

B. At the time of the TIA, access to the Section 35 Park Complex was planned to be from an internal roadway to be developed in the future. However, the plan was changed, and access to the park was constructed to Sunny Slope Road. The City desires to construct a bypass lane and acceleration and

deceleration tapers at the park driveway.

C. At the intersection of Nicolet Drive and Sunny Slope Road, the City desires to construct a bypass lane and acceleration and deceleration tapers.

D. The off road pedestrian trail along Sunny Slope Road does not exist along the frontage of 14040 W. College Avenue. The design of this trail segment shall be completed, as well as curb ramps at the intersection.

E. Pedestrian crossings consisting of raised pedestrian refuges at Nicolet Drive and at Elmwood Elementary School shall be included in the design. These crossings shall be complete with push button actuated warning signs. The consultant shall coordinate with the New Berlin School District to determine traffic patterns related to Elmwood Elementary School, to determine the best location of the pedestrian crossing and to determine if any lane modifications are necessary.

F. The consultant shall coordinate with the New Berlin School District regarding the traffic patterns at Elmwood Elementary School, to determine the best location of the pedestrian crossing and to determine if any lane modifications are necessary.

VI. Preliminary Design

A. Based upon the field survey data and the information compiled from the City, prepare plan and profile base maps. The plan and profile base maps shall be prepared at a scale of 1" = 40' horizontal and 1" = 4' vertical.

B. Prepare a preliminary layout of the storm water systems including ditch flow lines on one or both sides of the roadways, and proposed storm sewer.

C. If necessary, provide design alternatives in problematic areas of the project. These problematic areas may include, but are not limited to, excessive wetland impacts, utility impacts, private property impacts, and storm water management requirements.

D. Submit preliminary design computations, estimate, and layouts to the City Engineer for review and approval.

E. Submit preliminary plans to private utilities within the project limits for utility relocations.

VII. Final Construction Plans and Bidding Documents

A. Upon receiving approval of the preliminary designs by the City, complete the final construction plans and bidding documents.

B. Prepare appropriate construction details and cross sections.

- C. Prepare a construction erosion control plan.
- D. Submit the final construction plans and bidding documents to the City Engineer for review and approval.
- E. Submit the final Storm Water Management Plan & Storm Sewer Design for review and approval.

VIII. Bidding Phase

- A. Prepare the official bidding notice and submit the notice to the City Engineer.
- B. Provide digital construction plans and bidding documents to be uploaded by the City to Questcdn.com for perspective bidders.
- C. Provide plan and specification clarifications to perspective bidders.
- D. Attend the bid opening.
- E. Evaluate bids received, prepare a letter of recommendation for award and submit it to the City Engineer.

IX. Administration

- A. Attend up to seven meetings with the City. It is anticipated that these meetings will include:
 - 1. 30% design submittal and presentation
 - 2. 60% submittal and presentation to the Board of Public Works
 - 3. Public information meeting
 - 4. 90% design and specifications submittal and presentation
 - 5. Public information meeting
 - 6. Final design and specifications submittal and presentation to the Board of Public Works
 - 7. Bid opening attendance
- B. Provide Utility coordination for relocation of private utilities.
- C. Prepare and submit preliminary and final construction cost estimates to

the City.

D. Prepare and submit NOI permit to DNR for approval.

E. Prepare and distribute public notices to each lot owner. The public notices will include a description of the project and general field survey schedule.

F. Deliverables shall include:

1. One hard copy each of the 30%, 90%, and final plans
2. One hard copy of the final specifications
3. One electronic copy of the final plans in AutoCad format

X. Schedule

A. Based on the evaluation of the Proposals received, a consultant will be selected. A contract will then be prepared by the City and negotiated with the most responsive, responsible consultant.

B. The following time schedule is anticipated:

- | | | |
|----|---|-------------------|
| 1. | Receipt of all Proposals | February 7, 2024 |
| 2. | Common Council Award of Design Contract | February 27, 2024 |
| 3. | Complete preliminary design | June 7, 2024 |
| 4. | Right-of-Way Acquisition Completed | January 15, 2025 |
| 5. | Final Design completed | February 12, 2025 |
| 6. | Bidding Phase Completed | February 4, 2026 |

C. Submittal

1. Three copies of proposals should be submitted to the City Engineer by 10:00 AM., Wednesday, February 7, 2024. Late submittals will not be accepted and will be returned unopened. Proposals should be mailed or delivered to:

Tamara M. Simonson, P.E.
City Engineer
3805 South Casper Drive

New Berlin, WI 53151

2. Proposals will be evaluated based on the consultant's professional qualifications, the experience and qualification of the project team, Consultant present and committed work load, project approach, consultant effort, and cost.

3. All questions regarding proposals should be directed to Tamara Simonson at the following e-mail address: tsimonson@newberlin.org

RD-24-03 Sunny Slope Road Reconstruction

COMPOSITE SHEET

CRITERIA	MULTIPLIER
Experience and Qualifications of Project Team	20
Project Approach	20
Present and Committed Work load	20
Consultant Effort	20
Consultant Cost	20

NUMBER OF EVALUATORS:

4

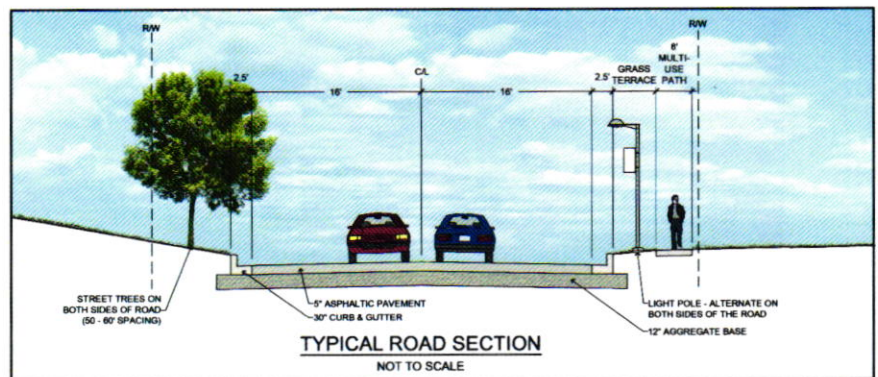
CONSULTANT	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Average	Ranking
Baxter & Woodman	3.4	4	4.4	2.8	3.65	4
raSmith	4.2	4.1	4.5	3.8	4.15	1
Ruekert & Mielke	2.6	3.6	5	3.8	3.75	3
Strand Associates	4.4	4.1	4	2.6	3.775	2
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Project Approach

Background and Understanding

The existing pavement on Sunny Slope Road, between Grange Avenue and College Avenue, has deteriorated and reached the end of its service life. Due to the heavy vehicular use of the roadway, including access to the park facilities, schools, and many subdivisions, along with the central location of the roadway and non-local traffic, this road is in dire need of improvement. However, the condition and vehicular traffic alone does not just necessitate the improvements. Because of the many uses, including pedestrians and cyclists, the roadway cross-section and the need for shared roadway/right-of-way space can be evaluated. The roadway condition might be the issue pushing this reconstruction to the forefront, but it will allow the City to look at the use of the roadway and what this corridor could look like; not just between Grange Avenue and College Avenue, but continuing north as it approaches Cold Spring, Cleveland, and up to Greenfield. With an existing off-road path/trail on most of the project corridor already (and the missing segments to be connected with this roadway), we can look at what cross-section would work best with this trail/path, the pedestrian and bike uses, and incorporating new pedestrian-friendly crossings at various locations (in this case at Elmwood Elementary School and Nicolet Drive). This conceptual review and evaluation, and the ultimate approved cross-section, will then be used as a resource when looking at the northern Sunny Slope corridor.

Currently, this roadway corridor, which is about a 1-mile segment, has a rural cross-section with two 12-foot travel lanes and variable aggregate shoulders, along with sections of curb & gutter (mostly at subdivision entrances) and some by-pass and turning lanes. It is understood that the new roadway corridor will remain rural, except at various locations due to grading or intersection improvements, where curb & gutter can be utilized. However, we will look at various lane and geometric improvements, including pavement markings, pedestrian crossings, on-road bike lanes (noting the existing multi-use trail), and connections to the trail to make this a complete roadway improvement. The corridor has a signed speed limit of 35 mph, which we assume will remain the same. Therefore, as part of our design, the existing corridor will be evaluated for geometric deficiencies and safety hazards. These will be flagged and reported to the City with the potential impacts noted. The new design will be conducted to meet current AASHTO standards, which will also address any deficiencies.



Wausau Business Campus Typical Road Section Example

Upon completing the topographic survey and initial right-of-way mapping, we will draft a preliminary layout with the desired typical section. We will prepare these typical sections in two fashions. First, with the full Sunny Slope corridor in mind using quick concepts and renderings and the existing multi-use path, we will be able to see what broad overview concept works best for this corridor. Then, once we discuss and meet with City staff, we will further refine this cross-section and produce more detailed geometric layouts and typical sections, including the pedestrian crossings, for this specific corridor between Grange Avenue and College Avenue. At this point, we will conduct the first public informational meeting (PIM), which will include the school and all stakeholders, to present the desired cross-sections, geometric, intersection, and travel lane improvements. Prior to this meeting, we will meet individually with the school to look at traffic and flow patterns at their peak times. Because of the school, the big picture of this corridor, and the anticipated involvement and interest of the adjacent stakeholders (within the subdivisions) the public outreach and public informational meetings (as mentioned above) are critical for this project. Beyond the first PIM to help with buy-in of the corridor improvements, we will then have a second PIM prior to construction to keep all the stakeholders abreast of the final design and schedule.

Ultimately, our roadway design approach seeks to identify project constraints (driveways, wetlands, waterway crossings, landscaping, right of way, trees, crossing culvert elevations, etc.) and then design a complete roadway that meets current standards, addresses safety and pedestrian concerns, while also best fitting the existing corridor constraints. By first identifying the project constraints, we can determine where, if any, different typical sections may be used prior to proceeding into these conceptual layouts. When we

Project Approach

meet with staff to present some concepts, we will then be able to identify the pros/cons/impacts of these conceptual layouts. It is assumed the final design will primarily utilize roadside ditches, with some limited use of curb & gutter, where appropriate (near a crest, where impacts to a parcel need to be limited, areas of excessive tree removals, and intersections).

In addition to any horizontal or vertical improvements, we will look at the subsurface to make sure there are no buried concerns. There are multiple wetlands adjacent to the roadway. With these known potential concerns, the desire to obtain geotechnical explorations (borings) along the roadway is warranted. We will utilize these borings and the Traffic Impact Analysis (TIA) that has been previously conducted to do a pavement analysis and confirm the City's typical section will suffice.

Where not already present, additional right-of-way will be purchased to an ultimate width of 100' along the corridor. The existing right-of-way widths vary (up to 50' from the centerline). Much of the segment has a dedicated right-of-way due to the subdivision plats, but we assume about eight properties will require new right-of-way and all 33 properties will require some sort of TLE.

We understand a new residential development is already in the works on the west side of the roadway, and our plat (and design) will take this into account and accommodate access to the new development. As mentioned, a TIA has already been completed and updated for this area. We will use this for assistance in determining the intersection improvements, including the improvements at College Avenue (which is under County jurisdiction). At this point, we assume minor lane improvements at College Avenue, but we will provide some signal and intersection concepts, if desired, to ensure our final design takes this into account in case the County does move forward with signals at this intersection in the near future.

There are several sections of wetland along Sunny Slope Road. The new, wider roadway section will impact these, requiring coordination with the Wisconsin Department of Natural Resources (DNR). The project is within the Milwaukee Metropolitan Sewerage District (MMSD) planning area and thereby subject to District stormwater rules, based on the MMSD technical guidance manual. With more than a half-acre increase in impervious area, the project will need to limit increases in the peak runoff rates from 2-year and 100-year probability storm events to minimize flooding, protect water quality, and control erosion. We are not able to meet stormwater requirements within the right-of-way, we will look at the recently constructed ponds within the Section 35 park. Potential pond upgrades or updates to the stormwater

management plan can be discussed with the City, but bioswales have successfully been implemented along other roadways in New Berlin to mitigate the impact of roadway expansion, and we propose to evaluate their usage along Sunny Slope as a way of slowing water runoff, without the need to use detention basins.

Within the corridor, there are existing utility poles and more than likely buried gas and possibly fiber optic lines. With a widened corridor, as noted above, the utility poles and the buried facilities will need to be closely evaluated. With this in mind, we will begin utility coordination immediately and take advantage of hydroexcavations to determine existing depths so that we are able to design around them. We will then work with the utilities and the City to review and approve their work plan to relocate facilities. As part of the final check of utility coordination and helped by the timing of the project (2026 construction) we can ensure that all utilities are relocated in 2025, have the new locations hydroexcavated once again, and confirm our final design is not in conflict. Our utility coordination and knowledge of the utility personnel to contact based on past projects with the City is important to begin the coordination immediately.

Finally, due to all the traffic and access as mentioned above, maintaining access to these stakeholders will be important. A strategic phasing and staging plan for construction will be utilized along with appropriate traffic control.

Based on the RFP, our meeting with the City to discuss the project, and our experience from recent road reconstruction projects for the City, our scope of services for this project will include the following (detailed scope follows the approach):

- A full survey of the project corridor, including underground utilities, ditches and drainage structures, individual property low points, existing and proposed right-of-way, and appraisal staking.
- Traditional right-of-way plat preparation and administration of all right-of-way acquisition necessary to obtain the ultimate 100' right-of-way throughout the corridor. Timing of the plat and acquisitions to allow utilities to begin relocations in summer of 2025.
- Wetland delineation along all of the ditches and adjacent roads along Sunny Slope Road, extending to the areas that may fall within the slope intercepts.
- Upfront coordination with all the utilities and Wisconsin DNR to make sure all critical path stakeholders are involved immediately in the project.

Project Approach

- Subsurface data collection, which includes not only geotechnical explorations but also hydroexcavations to determine the locations and depths of existing utilities (assume gas and fiber optic).
- Preliminary layouts and concepts for the project corridor. This will help with public outreach, utility coordination, and final planning.
- Review of the geotechnical and soils reports along with a pavement design analysis to generate discussions with the City on various cross-sections, and notifications to the utilities to move their facilities.
- Continued coordination with the utilities.
- Preparation of a design that ensures compatibility between the stormwater improvements and the new roadway design and cross-section.
- Storm sewer systems and retention/treatment facilities will be designed for a 25-year storm event and will follow MMSD rules, City of New Berlin Municipal Code 275-55.1, and DNR rules.
- Provide the necessary agency coordination with MMSD, DNR, and others.
- Complete a draft final design in order to finalize right-of-way acquisitions so utilities can be relocated in 2025 and confirm depths to finalize plans in 2025 and be ready for 2026 bidding and construction.

Project Approach

raSmith's objective is to provide the City of New Berlin with sound planning, ideas, and design services through extensive coordination with City staff, various reviewing agencies including the DNR and MMSD, local utilities, and the many stakeholders along Sunny Slope Road. In order to meet this objective, it is important to note that we are assembling a team that not only has extensive experience with this type of road reconstruction project but more importantly extensive and recent experience of working with the City on similar projects. We continuously discuss projects with City staff to help understand how past projects have proceeded and improve for the next project. In addition, on this team, we have included our construction representative from past City projects. This will help bring another element to our design team. As always, we will work with the City staff as a team—bringing the trust and experience from past projects along with new ideas and thoughts and integrating them into your vision for this project.

The first step in this design will be to identify the issues of concern and the critical path elements. The City has already made us aware of many of these items, including the coordination and knowledge of the adjacent neighborhood stakeholders, the concerns with the school and how busy it is (safety issues), utility coordination and timing (and confirming the location/elevation of the moved facilities), developer and stakeholder coordination

with the right-of-way plat, and construction concerns, especially utilizing the geotechnical subconsultant to help with construction budgets. The project will commence immediately to address the items, including titles, geotechnical, utility coordination (and hydroexcavations), and wetlands (once the growing season starts).

Once the data collection, including the survey, geotech, hydroexcavation, and delineations, have been completed, we will commence with a preliminary layout and design which is vital to begin the process of identifying encroachments and right-of-way needs. Based on discussions with the City, we understand three different but integrated items will need to move on the same parallel path to meet the deadlines, including (1) the preliminary design to get the right-of-way kickstarted, (2) the utility coordination started and (3) the first of two public informational meetings completed in order to determine the final roadway section to move forward. Therefore, the preliminary and final design have to stay on track to allow the plat to be finalized, the utilities relocated, and the bid schedule met. We will use the acquired survey and wetland delineations, along with our draft layout, to have a productive kick-off meeting for the design. We will immediately engage the approving regulatory agencies (MMSD and DNR) and the project stakeholders (including the developer) to determine concerns and issues that will impact the timing and budget for the project. The utilities will also be notified upfront to make sure any utility relocation is started immediately.

Because of the stakeholders, most notably the school and adjacent residents, our team includes our traffic analysis experts along with a landscape architect. These two members, along with our road design experts, will allow us to develop cross-sections, intersection improvements, and safe pedestrian movements to help obtain buy-in at the first public informational meeting. This will allow the critical path of moving to the final design to stay on track.

We will utilize our stormwater experts to integrate stormwater solutions into the design, including the analysis of the existing ponds at the Section 35 sports complex. Between the roadway and the existing stormwater facilities, we will present a few options to City staff to achieve a buildable project that meets the budget and safety concerns for all stakeholders.

This communication will continue with the elected officials and other stakeholders and will ultimately culminate with two public informational meetings and presentations to the Board of Public Works.

Project Approach

Our approach to the actual design project will be cognizant of the following key factors:

1. Provide a roadway design that will produce a safe street that is built to last and that best serves the long-term interests of the City and its stakeholders. We know that this project is not only critical to improving the corridor between Grange Avenue and College Avenue, but we also will be cognizant of showing what could be built throughout the Sunny Slope Corridor. We will provide various options and solutions and be aware of constructability concerns to achieve a cost-effective solution.
2. With this in mind, we will have a more extensive public outreach included, with two public informational meetings, a meeting with the school, and notification letters going out to stakeholders.
3. Utility Coordination. We know that over the past few years, utility locates have become less reliable, and the actual utility relocations are not always where they are supposed to be. The City recognizes this and our proposal includes extensive coordination with the utilities, including some hydroexcavations that will not only allow us to determine the exact existing locations but also perform the same hydroexcavations after the facilities are relocated to confirm our final design is constructable without costly delays and relocations. The timing of the schedule and a 2026 construction allows this to happen.
4. Provide a design that will bring the stormwater solutions and final roadway design together.
5. Access to the stakeholders. Prepare a detailed staging and phasing plan to provide access to the stakeholders at all times, without compromising the final product.
6. Timing of the project. We are aware that the City desires to make sure we can acquire right-of-way, relocate the utilities, and not impact our construction in 2026.
7. Our ultimate design will be cognizant of all stakeholders, including residents, City officials, WDNR, MMSD, and anyone traveling on the roadway.
8. Provide a team with the expertise and availability to succeed in the aforementioned key components. We have assembled a team that specializes in the various components of the project, including the project management and design leadership of Troy Hartjes. raSmith has the resources, depth, and expertise to start immediately on the project and provide a cost-effective and timely solution. Each facet of the design, including the right-of-way plat, acquisitions, stormwater, permitting, and roadway design, will be led by not only a senior engineer but also a project engineer (help with budgets) who has extensive City experience.
9. Design a product that can be built. We will utilize our construction services team to provide additional quality control and provide a constructability review. This review will ensure the design can be built without costly change orders. In addition, their experience will enable additional design ideas based on observations made during many years in the field overseeing construction projects, many for the City of New Berlin. This understanding of what the City wants allows for a seamless transition between design and construction.

Scope of Services

A. Survey and Data Gathering

1. Conduct corridor survey, including existing right-of-way.
 - a. Approximately 1.0 miles on Sunny Slope, and 300 feet down each leg of the intersections. The corridor will extend 75 feet on either side of the centerline of the roadway (25' past the future right-of-way).
 - b. Control and benchmarks will be established throughout the project limits.
 - c. Property corner/right-of-way monuments and Public Land Survey System section/quarter section corner monuments will be used in establishing the survey and to aid in the right-of-way and plat development.
 - d. Visible utilities will be mapped to the extent feasible, as marked by Digger's Hotline. Sewer invert depths, pipe sizes, and directions will be measured at manholes.
 - e. One separate mobilization to survey delineated wetlands and the borings, and then separate mobilizations for the hydroexcavations.
 - f. Survey coordinates will be referenced to Wisconsin State Plane—South Zone (NAD 83), and elevations will be referenced to the National Geodetic Vertical Datum of 1988.
2. Compile additional City data and GIS information.
3. Combine and merge surveys with GIS data where appropriate. The existing surface will be generated based on merged survey and GIS data.

B. Stormwater Analysis

1. Perform hydrologic and hydraulic analysis of the site based on approved roadway alignment and the surrounding area.
2. Prepare a preliminary layout of the roadway storm and ditch system with options, depending on the alignments.

raSmith

CREATIVITY BEYOND ENGINEERING

Project Approach

3. Use the Section 35 facilities to determine the feasibility of their use in our stormwater solutions.
4. Prepare alternatives and concepts based on the remaining storage needed and work with the City on these additional facilities.
5. Prepare plans for the culvert replacement at the waterway crossing that goes through Section 35. This waterway is not navigable so no DNR permitting will be required (unless wetland impacts exist).
6. Prepare a preliminary design based on approved concepts and meetings with the City. The preliminary design will correspond with the approved road design.
7. Review and update the plans based on meetings with the City.

C. Wetland Delineation

1. Perform an assured wetland delineation of the project site, including all the roadside ditches and beyond to potential site match points. Prepare an Assured Wetland Delineation Report and share with the DNR and Craig Webster (assuming he is the liaison we will work with). We will meet with the DNR (Craig) as needed to confirm the wetlands and any exemptions that might exist. We will prepare the WDNR artificial wetland exemption as needed.

D. Geotech

1. Perform 15 borings (three every 1,000') with each location including one on each side of the roadway and the centers of the roadway. The depth of the borings will be 10'.

E. Hydroexcavations

1. As part of our initial data gathering, we will have Wisconsin Utility Exposure, or equal, provide hydroexcavations (potholing) to determine the location and depth of buried utilities (gas, electric, fiber, telephone, cable) within the right-of-way (or ultimate right-of-way if within easements). We will use this information (they will expose and get us the depth from surface) and then we will survey the pothole locations. The scope will include backfilling the holes (assumed 6" to 8") with granular backfill or topsoil, depending on the location of the pothole (gravel within the roadway, topsoil added in areas outside the road). This scope may vary quite a bit depending on the number of buried utilities, mainline or services, the locations (how many are in the road and how many are further off the road), traffic control (plays into the location), and how many potholes we desire. For

the purpose of this proposal, we are assuming just two buried facilities (gas and fiber) as there are overhead lines that appear to have electric, phone, and cable. We will also assume the gas and fiber extend the length of the project and we will just expose the mainline approximately every 400' (there for about 12-15 exposures per utility), and the depths of these lines are less than 7' deep (and located outside the roadway).

2. In that same manner, once the work plan is completed for any utility doing relocates (underground), we will hydroexcavate the relocated utility lines to confirm they are installed at the right locations and elevation. The same assumptions will apply as above, and, in this case, assume two utilities are relocated. We will expose each of them at various locations and intersections but assume 12-15 exposures.
3. Note that within the fee background, we will provide a pass-through cost for these hydroexcavations but this is more of an allowance and we will provide costs for additional locates as well.

F. Roadway Design and Traffic Improvements

1. Prepare preliminary plans showing the existing site conditions and a draft layout of the geometrics. We will provide and prepare conceptual renderings (example located within this approach section) to help visualize the improvements for the corridor not only at the public informational meeting but also for the staff meetings before the public informational meetings. Note potential impacts and pros/cons for the options.
2. Utilize the TIA previously completed to provide layouts at each intersection, including College Avenue.
3. Complete a final horizontal layout of the road alignment with the new cross-section after meeting with the City Staff.
4. Complete a vertical design of the road alignment.
5. Prepare construction details including typical cross-section, erosion control, and drainage details.
6. Prepare a model of the roadway based on typical cross-sections to generate roadway contours and 50-foot cross-sections.
7. Revise plans based on City review comments.
8. Prepare final plans to include grading plan, erosion control plan, pavement marking and signing, road and storm plan and profile sheets, construction details, and cross-sections.

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9. Prepare specifications to include bidding documents and special provisions.
 10. Prepare cost estimates based on preliminary and final design.
 11. Prepare construction staging/sequencing plan.
 12. Prepare erosion control items as necessary for permitting.
 13. Prepare final bid documents and assist the City during the bid process, including answering bidders' questions.
- G. Right-of-Way Plat and Acquisition
1. Prepare right-of-way plat for a 100' wide ultimate right-of-way, along with TLEs needed based on the final design.
 - a. Plat will include a title sheet, a schedule of lands and interest required, an overview sheet, and an estimated five detail sheets.
 - b. Plat will include 33 parcels along Sunny Slope Road.
 - c. A preliminary plat will be submitted for City review and comment prior to preparation of the final plat, legal descriptions, and appraisal staking.
 2. Title reports for 33 parcels within the project limits are required. (raSmith will solicit an outside service to obtain them.)
 3. Prepare individual metes and bounds legal descriptions encompassing the proposed fee right-of-way or easement acquisitions required on each parcel.
 4. Temporary stake proposed acquisitions on all plat parcels for appraisal purposes (once only).
 5. Assess and appraise parcels (Single Source (SS)).
 6. Conduct negotiations and land acquisitions on behalf of the City for all 33 parcels (SS). SS will appraise and acquire 33 partial acquisitions. The appraisal reports will incorporate an extraordinary assumption that the improvements equalized assessed value is equivalent to the market value of the improvements.
 7. Stake/monument the new right-of-way at all angle points along the right-of-way. Individual lot lines for each property, whether removed during construction or just new locations for the expanded right-of-way, will not be completed as doing this will require performing individual plat of surveys to determine exact locations. We do not want to re-set found iron pipe in the wrong locations. We will complete setting up new iron pipe as requested by the City and/or property owners (if approved by the City) as part of an additional scope item (see fee breakdown for the costs).
- H. Permitting and Agency Approvals
1. We will send out preliminary plans to utilities for confirmation of accuracy and conflicts and provide final plans for any relocates. We will continue to coordinate with the utilities during the design phases and review work plans and schedules to relocate facilities in early 2025. Once utilities are relocated, we will hydroexcavate them and compare as-built locations to our final designs.
 2. MMSD coordination: We will meet with and communicate the plans intent and follow the Chapter 13 rules and regulations of MMSD.
 3. Wetland: We will work with the DNR on any wetland disturbance and confirm any exemptions that might exist. We assume at this time the final disturbance will be less than 10,000 sq. ft. and no individual permit or mitigation will be required. No waterway is being crossed and although there is a floodplain adjacent to the road by Section 35 park, we assume no floodplain impacts.
 4. DNR-NOI: We will prepare the necessary NOI (WRAPP) permit due to the disturbance of more than one acre.
- I. Meetings (six total)
1. Team meetings with City staff (5).
 2. Stakeholder meetings/outreach/BPW (3 total meetings, including two PIMs and one meeting with the school and/or BPW). We will prepare a public notice, including a letter and project description, based upon a mailing list provided by the City.
 3. Bid opening.

Sunny Slope Road Reconstruction Project
City of New Berlin
Level of Effort (hours)

Task Number	Task Description	Professional Services Breakdown																		TOTAL	
		Project Manager Jeffery E.	Quality Assurance/Control Pamela E.	Task Reviewer Gabe E.	Engineer/Designer Robert E.	Engineer/Utility/Construction Megan	Task Lead/OC Jeffery E.	Task Lead/OC Pamela E.	Stormwater Design Robert E.	Stormwater Design Megan	Stormwater Design Jeffery E.	Stormwater Design Pamela E.	Stormwater Design Robert E.	Stormwater Design Megan	Stormwater Design Jeffery E.	Stormwater Design Pamela E.	Stormwater Design Robert E.	Stormwater Design Megan			
A	Data Collection: Survey, Data Gathering, Wetlands, Hydroexcavations and Geotech	2	-	10	-	8	-	-	-	-	42	-	-	8	22	140	-	-	-	-	232
1	Data Gathering/GIS Mapping/As-builts	2		2		8															12
2	Topographic and Field Survey and Pothole Survey (2 times)													8	18	140					166
3	Tides (33 titles, @ \$400 per each, see fee breakdown)																				-
4	Hydroexcavations (See Fee Breakdown for cost and inclusions)			4																	4
5	Geotech (see fee breakdown for cost of 15 borings)			4																	4
6	Wetland Delineation (entire project corridor) with Report									42					4						46
B	Right of Way Acquisitions	10	-	20	-	-	-	-	-	-	-	-	-	12	170	32	-	-	-	-	244
7	R/W Plat with Acquisition Staking	8		16										12	170						206
8	R/W Staking	2		4												32					38
9	R/W Appraisals (33 @ \$1,900 per report, see fee breakdown)																				-
10	R/W Acquisitions (33 @ \$1,200 per each, see fee breakdown)																				-
C	Storm Water Management and Design	16	-	4	-	-	-	-	54	132	-	-	-	-	-	-	-	-	-	-	206
11	Stormwater Sizing/Basins/Culverts/Development Flows	2						8	8												18
12	Stormwater Layout and Options	2		4						20											26
13	Stormwater Management Roadway Corridor-Bio-Basins, etc.	4						8	32												44
14	Storm Sewer Design Roadway	4						8	40												52
15	Off-Site Analysis of Sect. 35 Ponds	2							24												26
16	Stormwater Management Plan/City Review and MMSD Report	2						6	32												40
D	Traffic Improvements	6	-	14	-	-	8	68	-	-	-	-	-	-	-	-	-	-	-	-	96
17	Data Collection of TIA/Review and Confirm Layouts	2				2	12														16
18	College Ave Improvements with Concepts (no Signal Design)			4			12														16
19	Intersection Layouts/Reviews/Design per TIA			4		2	16														22
20	Elmwood School Traffic Movements/Meetings/Lane Configuration	4		4		4	12														24
21	Pedestrian Crossings (2) including School with Push Button			2			16														18
D	Roadway Design	64	20	172	112	128	-	12	-	64	-	12	16	-	-	-	-	-	-	16	616
22	Concepts/Renderings for Sunny Slope Corridor w/ Bike/Ped Considered	4		8		8		8					16								44
23	Typical Sections/Layout for Project Corridor (used at KO)	4		8	24			4													40
24	Preliminary Plan Geometrics	2		40																	42
25	Preliminary Plan Profile/Cross Sections with Impacts/Pros/Cons	4		24	40	40															108
26	Initial Review/Submittal (50%)-Used for Prelim Utility Coordination	12	4	16																	32
27	Pavement Design Report, confirm x-section			8																	8
28	Plan Updates Per Review (thru 90%)	4		40	20	16															80
29	Erosion Control			4						16											20
30	Construction Staging/Phasing/Traffic Control	2			12							12									26
31	Final Reviews/QA & QC/City Submittals 90%	16	16																		32
32	Finalize Plan and Profile/Cross-Sections/Details					40															40
33	Pavement Marking/Striping			16																	16
34	Cost Estimates 50%/90%/Final	4				24			24												52
35	Specifications	4							24												44
36	Final Bid Documents, Notifications, Bidding	8		8	16																44
E	Permits/Agency Approvals, Utility Coordination	30	-	4	40	-	-	-	12	24	4	-	-	-	-	-	-	-	-	-	114
37	Utility Coordination (Prelim/Upfront)-50% Plan	8			16																24
38	Utility Coordination (Work Plans/Final) Updates based on Hydroexcavations	8			24																32
39	Developer Coordination/Adjacent Subdivisions Plat Coord.	2		4							4										16
40	MMSD Coordination, Meetings and Permit	4							8	8											20
41	WDNR, NOI and Wetlands and Meetings-General Permit/No Mitigation/IP	8							4	16											28
F	Meetings	38	-	16	8	-	-	8	-	-	-	12	4	-	-	-	-	-	-	-	86
42	City Staff Mts (Initial, KO, 30%, 90%, Final) (5)	18		8	4																30
43	Public Information Meetings (2)-Public Outreach/Letters/Notifications	8		8	4							12	4								36
44	Stakeholder Meetings/BPW Presentation (1)	8						8													16
45	Bidding-Opening	4																			4
PROJECT TOTALS		166	20	240	160	136	8	88	54	208	66	16	28	24	192	172	-	-	-	16	1,594
Contingency Items-See Fee Breakdown for Items not Included in Base Scope																					
Traffic Signal Design (at College-Concept and Final)																					-
Utility Release with Acquisitions																					
Iron Pipe Monumentations at Lot Corners																					

Engineering Fee Breakdown

City of New Berlin Sunny Slope Roadway Design Potential Scope Items	Total Fee	Type
Geotech (15 Borings and Report)	\$13,500	Pass-Through
Hydroexcavations (Pre-Design and After Relocated)**	\$30,000	Pass-Through/Allowance
Survey and Data Gathering, Wetland Delineation	\$40,470	Lump Sum
Titles (33 at \$400)	\$13,200	Pass-Through
R/W Plat and Appraisal Staking	\$40,850	T/M, Estimated
Appraisals and Acquisitions	\$107,300	T/M, Estimated
Stormwater Management and Design	\$33,240	Lump Sum
Traffic Improvements with Concepts/Renderings	\$13,990	Lump Sum
Roadway Design	\$96,020	Lump Sum
Permitting, Agency Approvals and Utility Coordination	\$18,550	Lump Sum
Meetings	\$12,590	Lump Sum
Total Fee	\$419,710	

Notes:

1. Title Cost Fee. The 33 titles is estimated based on current rate of \$400 per title. We will pass on the final invoices from the title company, updates will be a cost of \$25 each.
2. The appraisals and acquisitions, along with the r/w plat, are based upon 33 parcels*. They include: the plat, legals, exhibits, staking, appraisals, negotiations, titles, nominal negotiations and jurisdictional offers. If required, utility releases are estimated at \$700 each.
3. TLEs are included in the right of way plat. We can reduce the contract cost if less TLEs are required.
4. The stormwater analysis includes all bioswales and facilities within the right of way, and assumes one off-site facility on the future developers' property, designed by them. We will design and direct stormwater to this facility as part of our design.
5. Our cost does assume some conceptual layouts and renderings for roadway options that include additional pedestrian and bike options, beyond the standard typical section proposed for the project. We want to see what will work for this corridor (not only Grange to College) but also beyond. Even if it is just the standard typical with an off-road path (as currently proposed) this concept and rendering will help at public meetings. This cost is approximately \$6,000 - \$10,000. If not needed, we will not include with the final contract.
6. As stated in the scope and understanding, our monumentation of the right-of-way plats does not include putting the monuments back as they were surveyed or just relocating them based on the new right-of-way location. If that is proposed, we can add that cost for an additional \$2,000. Instead, we would propose monumenting any disturbed or new property corner at the new right-of-way for \$1,000 per parcel. This could be just a few or up to all eight new right of way acquisitions. This cost would include a plat of survey for each parcel and confirm all of the property corners for that parcel, so there is no confusion between existing and new pipe set.
7. At the College Avenue intersection, our costs assume upgrades to travel lanes and turning bays based upon the TIA, but no signal design or signal layout concepts (if desired to make sure no final design conflicts with future signal layouts if the County changes its mind on the signals). Approximate cost for signals concepts (\$4,000) or signal design (\$25,000) can be provided if desired.

* Each requiring an appraisal. Each appraisal is \$1,900 per property (33 x \$1,900). We assume all of these will require negotiations for acquisitions. Negotiation fees are \$1,200 per negotiation (33 x \$1,200). All 33 parcels will require TLEs which will use nominal fees from appraisals. We assume each acquisition will be recorded by the City which is \$30/document. Total cost includes \$5,000 Single Source management.

**Hydroexcavations (potholing of utilities) is an estimated amount based on numerous conditions. We have three quotes based as low as \$20,000 and as high as \$50,000, pending the number of utilities, the locations, how many potholes we request (and the depth). For the purpose of this proposal, we used \$30,000 as an allowance to be responsive (and not too low) but still have a desire to work with various contractors once we do locates and have mapping provided by each utility. We have worked with each of the contractors (Badger Infrastructure Solutions, Wisconsin Utility Exposure (X-Pose), and Hawk Underground, LLC), but based on past reporting and responsiveness, we are proposing X-Pose.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: Resolution to Amend the 2024 CIP Budget for the Sunny Slope Road Design

LOCATION: Sunny Slope Road Reconstruction Design Project

REQUEST: Recommendation to the Common Council approval of a Resolution to Amend the 2024 CIP Budget for the Sunny Slope Road Reconstruction Design

D.C.D. RECOMMENDATION: Recommendation to the Common Council approval of a Resolution to Amend the 2024 CIP Budget for the Sunny Slope Road Reconstruction, CIP Account 04251100 63028 C2024, from \$262,500 to \$422,500.

1. The Sunny Slope Road Reconstruction Design CIP request was approved as part of the overall CIP Budget for \$262,500. This request is to increase the line item by an additional \$160,000 to cover higher than expected real estate acquisition design costs, as well as more thorough private utility exploration during the design phase.
2. The borrowing for the 2024 CIP budget has not occurred and therefore, can be amended to be able to complete these services early in the project.
3. Enclosed is Resolution 2024-02 to amend the 2024 CIP Budget.

ATTACHMENT:
Resolution 2024-02

RESOLUTION NUMBER 2024-02**A RESOLUTION AMENDING THE 2024 CAPITAL PROJECTS BUDGET**

WHEREAS, the Department of Community Development has solicited proposals for the Sunny Slope Road Reconstruction Design project from College Ave. to Grange Ave.

WHEREAS, in an effort to reduce Utility conflict costs and right of way relocation delays, additional CIP funds are needed to conduct Underground Utility Locates and real estate appraisals. The City can still amend the 2024 Capital Budget to perform these services early in the design process when the most benefit is gained.

WHEREAS, It was determined that the Capital Projects Budget had to be amended to accomplish these goals.

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

042059100-63028-C2024	SUNNYSLOPE ROAD	\$160,000
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REVENUES

04011800-49505-C2024	BOND PROCEEDS	\$160,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 27th day of February 2024.

David Ament, Mayor

Countersigned:

Rubina M Medina, City Clerk



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Harenda

FROM: Recreation Commission

DATE: February 27, 2024

RE: February 26, 2024, Recreation Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval of the 2024 Recreation Division Summer Fees
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Council Motion:

	This item was considered at the Recreation Commission meeting on February 26, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the 2024 Recreation Division Summer Fees as presented.
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B.	Discussion and possible action to recommend to Common Council approval of the RecPASS Membership Policies and Code of Conduct for the Activity and Recreation Center (ARC)
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Council Motion:

	This item was considered at the Recreation Commission meeting on February 26, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the RecPass Membership Policies and a Code of Conduct for the Activity and Recreation Center (ARC).
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C.	Discussion and possible action to recommend to Common Council approval of the 2024 Sponsorship Packet
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Council Motion:

	This item was considered at the Recreation Commission meeting on February 26, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the 2024 Sponsorship Packet.
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D.	Discussion and possible action to recommend to Common Council approval of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship. The New Berlin Lions are also requesting that the city split half of the cost on printing and installing their donor signage
Council Motion:	
	This item was considered at the Recreation Commission meeting on February 26, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship as presented.
E.	Discussion and possible action to recommend to Common Council approval of the agreement for naming rights with Kelmann Corporation for indoor playground sponsorship
Council Motion:	
	This item was considered at the Recreation Commission meeting on February 26, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the agreement for naming rights with Kelmann Corporation for indoor playground sponsorship.
F.	Discussion and possible action to recommend to Common Council approval of Program Instructor Services Agreement with Dennis Roscoe
Council Motion:	
	This item was considered at the Recreation Commission meeting on February 26, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the Program Instructor Services Agreement with Denis Roscoe.

Motion Sheet

Date: 2/27/24

To: Common Council, Mayor Ament & Ald. Harenda

From: Joelle Erickson, Clerk's Office

Re: Item(s) requiring Council action from the Recreation Commission held on 2/26/24

MEETING ITEM	Discussion and possible action to recommend to Common Council approval of Program Instructor Services Agreement with Dennis Roscoe
COUNCIL MOTION	This item was approved by the Recreation Commission I hereby make a motion to approve this item as presented.

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

MEETING ITEM	
COUNCIL MOTION	

2024 Recreation Program Summer Fee Review

Program	Category	Age	2020 Fee	2021 Fee	2022 Fee	2023 Fee	2024 Fee	2024 Price Per Session	Notes
Stamping	Arts	Adult	\$ 26.00	\$ 26.00	\$ 26.00	\$ 28.00	\$ 22.00	\$ 22.00	Price Change based on provider fees.
Watercolor	Arts	Adult				\$ 45.00	\$ 45.00	\$ 9.00	
Adult Cooking- Katie Vitalbo	Cooking	Adult					\$ 49.00	\$ 49.00	
Adult Cooking- Stacey Joers	Cooking	Adult	\$ 26.00	\$ 26.00	\$ 26.00	\$ 28.00	\$ 28.00	\$ 28.00	
Cake Decorating	Cooking	Adult					\$ 55.00	\$ 55.00	
Adult Tap & Jazz	Dance	Adult	\$ 50.00	\$ 50.00	\$ 50.00	\$ 58.00	\$ 60.00	\$ 7.50	
Ballroom Dance	Dance	Adult					\$ 81.00	\$ 9.00	
East Coast Swing	Dance	Adult					\$ 50.00	\$ 6.25	
Adult Technology	Enrichment	Adult					\$ 20.00	\$ 20.00	
Home Buying Selling Classes	Seminars	Adult	\$ 16.00	\$ 16.00	\$ 10.00	\$ 10.00	Free	Free	
Parenting Workshops	Seminars	Adult			Free	Free	Free	Free	
Resume Workshop	Seminars	Adult			\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
Adult Cornhole League (8 Week Session)	Sports	Adult				\$ 60.00	\$ 66.00	\$ 8.25	
Adult Softball- Player Fee (14 Weeks)	Sports	Adult	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 1.07	
Adult Softball- Team Fee (14 Weeks)	Sports	Adult	\$ 395.00	\$ 395.00	\$ 395.00	\$ 425.00	\$ 425.00	\$ 30.35	
Cornhole Tournament	Sports	Adult	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
Dodgeball Tournament	Sports	Adult					\$ 40.00	\$ 40.00	
Kickball Tournament	Sports	Adult					\$ 25.00	\$ 25.00	
Golf	Sports	Adult					\$ 65.00	\$ 16.25	
Hockey-Learn to Skate	Sports	Adult					\$ 100.00	\$ 25.00	
Indoor Pickleball	Sports	Adult					\$ 34.50	\$ 0.50	
Indoor Volleyball- Player Fee	Sports	Adult					\$ 12.00	\$ 2.00	
Indoor Volleyball- Team Fee (10 Week Season)	Sports	Adult					\$ 250.00	\$ 25.00	
Learn to Play Pickleball	Sports	Adult		\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	
Learn to Skate	Sports	Adult	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 14.00	
Pickleball - Drop in Fee	Sports	Adult	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 3.00	\$ 3.00	
Outdoor Pickleball	Sports	Adult	\$ 24.00	\$ 24.00	\$ 24.00	\$ 30.00	\$ 31.20	\$ 0.46	
Pickleball Drills & Skills	Sports	Adult			\$ 27.00	\$ 27.00	\$ 30.00	\$ 10.00	
Kayaking	Trips	Adult				\$ 30.00	\$ 30.00	\$ 30.00	
Beginner Yoga	Wellness	Adult				\$ 13.50	\$ 13.50	\$ 13.50	2024 Price is per session
Candlelight Yoga & Meditation	Wellness	Adult				\$ 15.00	\$ 15.00	\$ 15.00	2024 Price is per session
Fit for Life	Wellness	Adult				\$ 4.50	\$ 5.00	\$ 5.00	2024 Price is per session
Friday Variety	Wellness	Adult				\$ 4.50	\$ 5.00	\$ 5.00	2024 Price is per session
Online Yoga	Wellness	Adult	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	2024 Price is per session
Pilates	Wellness	Adult	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 5.00	\$ 5.00	2024 Price is per session
Sculpt Strength Stretch	Wellness	Adult	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 5.00	\$ 5.00	2024 Price is per session
Slow Flow Yoga	Wellness	Adult	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 10.00	\$ 10.00	2024 Price is per session
Step it Up	Wellness	Adult	\$ 90.00	\$ 100.00	\$ 107.00	\$ 108.00	\$ 5.00	\$ 5.00	2024 Price is per session
Total Body Interval	Wellness	Adult	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 5.00	\$ 5.00	2024 Price is per session
Zumba	Wellness	Adult	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 5.00	\$ 5.00	2024 Price is per session
Zumba Gold	Wellness	Adult	\$ 47.00	\$ 48.00	\$ 49.00	\$ 50.00	\$ 5.00	\$ 5.00	2024 Price is per session
Chair Yoga	Wellness	Adult				\$ 25.00	\$ 5.00	\$ 5.00	2024 Price is per session
Family Nights	Enrichment	Family				\$ 10.00	\$ 10.00	\$ 10.00	
Family Puzzle Palooza	Enrichment	Family					\$ 25.00	\$ 25.00	
American Red Cross CPR/First Aid	Safety	Family	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00	
Color Clash	Special Event	Family				\$ 15.00	\$ 20.00	\$ 20.00	
Astronomy	Enrichment	Family					\$ 15.00	\$ 15.00	
Saturday Gym All-Star All in Birthday Party (Pizza)	Birthday	Youth					\$ 385.00	\$ 385.00	
Saturday Gym All-Star Birthday Party	Birthday	Youth					\$ 325.00	\$ 325.00	
Saturday Playground Birthday Parties (Basic)	Birthday	Youth			\$ 205.00	\$ 225.00	\$ 225.00	\$ 225.00	
Saturday Playground Birthday Parties (Pizza)	Birthday	Youth			\$ 255.00	\$ 275.00	\$ 285.00	\$ 285.00	
New Berlin Day Camp @ ARC (1 wk)	Camp	Youth			\$ 165.00	\$ 205.00	\$ 220.00	\$ 44.00	
New Berlin Day Camp @ Lions (1 wk)	Camp	Youth			\$ 160.00	\$ 205.00	\$ 220.00	\$ 44.00	
Secret Oven Cooking Camps (Youth 1 Week/ 5 Days)	Cooking	Youth			\$ 200.00	\$ 230.00	\$ 230.00	\$ 46.00	
Youth Cooking- Katie Vitalbo	Cooking	Youth			\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	
Youth Cooking- Secret Oven	Cooking	Youth			\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	
Baton Twirling (8 Weeks)	Dance	Youth	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 64.00	\$ 7.50	
Creative Movement (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Dance Camps (1 Week/5 Days)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 12.00	
Dance Out Your Sillies (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Hip Hop Funk (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Jr. Hip Hop Funk (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Kinder Hip Hop Funk (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Poms (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Youth Ballet and Tap (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Zumbini (8 Weeks)	Dance	Youth	\$ 77.00	\$ 77.00	\$ 77.00	\$ 82.00	\$ 90.00	\$ 11.25	
Cheerleading (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Youth Enrichment Classes	Enrichment	Youth				\$ 40.00	\$ 40.00	\$ 8.00	
Music Makers and More	Enrichment	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 48.00	\$ 52.00	\$ 13.00	
Preschool Programs (1 Session)	Enrichment	Youth					\$ 15.00	\$ 15.00	
Preschool Programs (4 Sessions)	Enrichment	Youth					\$ 48.00	\$ 12.00	
Super Slime Science	Enrichment	Youth				\$ 25.00	\$ 25.00	\$ 25.00	
Youth Painting Course	Enrichment	Youth	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	
American Red Cross Babysitting (2 Sessions)	Safety	Youth	\$ 60.00	\$ 60.00	\$ 60.00	\$ 65.00	\$ 90.00	\$ 45.00	
Safety Town (10 days)	Safety	Youth	\$ 70.00	\$ 70.00	\$ 70.00	\$ 90.00	\$ 100.00	\$ 10.00	
3 on 3 Youth Basketball League	Sports	Youth				\$ 35.00	\$ 60.00	\$ 7.50	
Archery Lessons-Youth	Sports	Youth	\$ 45.00	\$ 45.00	\$ 45.00	\$ 55.00	\$ 45.00	\$ 9.00	
Hockey-Learn to Skate	Sports	Youth					\$ 90.00	\$ 18.00	
Hunter Safety	Sports	Youth	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
Learn to Skate	Sports	Youth	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 15.00	
Mini Sports	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 58.00	\$ 60.00	\$ 12.00	
Parent and Me Sports	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 58.00	\$ 60.00	\$ 12.00	
Tykes, Tunes & Tumbling Fours & Fives	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 54.00	\$ 60.00	\$ 12.00	
Tykes, Tunes & Tumbling Threes (Parent & Child)	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 54.00	\$ 60.00	\$ 12.00	
Tykes, Tunes & Tumbling Twos (Parent & Child)	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 54.00	\$ 60.00	\$ 12.00	
Youth Golf	Sports	Youth				\$ 65.00	\$ 65.00	\$ 16.25	
Youth Volleyball	Sports	Youth				\$ 58.00	\$ 60.00	\$ 12.00	
All Star Sports Camps (1 Week/ 5 Days)	Sports	Youth					\$ 100.00	\$ 20.00	
Chess Camp (1 Week/ 5 Days)	Coming Soon	Youth					\$ 85.00	\$ 17.00	
MAX ADDITIONAL NON-RES PROGRAM FEE			\$ 23.00	\$ 23.00	\$ 32.00	\$ 32.00	\$ 36.00	\$ 36.00	

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Recreation Division Summer Fees.

DATE: 2-20-24

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Recreation Division Summer Fees.

FISCAL IMPACT: Highlights:
Summer Day Camp program fees increased from \$205/week to \$220/week to cover the rising costs associated with program enhancements, field trips, staff wages, and maintaining high-quality facilities. We understand the importance of affordability, and we have made efforts to minimize the impact on families while ensuring the sustainability and excellence of the Summer Day Camp program.

Summer fees for division-facilitated programs, including Youth Sports, Pickleball, and Youth Enrichment, will experience a slight increase. This adjustment is a result of careful consideration to align our pricing with the current economic landscape and to ensure the continued excellence of our programs.

Non-Resident Pricing increased from a maximum of \$32 to \$36. The Recreation Division has implemented a modest adjustment in the Non-Resident Pricing for our programs. This adjustment is necessary to accommodate the rising operational costs associated with program administration, facility maintenance, and overall program improvements. We want to reassure our resident participants that we are actively working to

keep resident pricing affordable, and the adjusted non-resident pricing helps support this effort.

RATIONALE/BACKGROUND: Upon careful consideration and in response to the evolving needs of our community, the Recreation Division is pleased to present the revised fee structure for the upcoming 2024 summer programs. We are committed to providing affordable and accessible recreational opportunities for all residents. The new fee schedule aims to strike a balance between covering program costs and providing affordable recreation opportunities for all.

To prioritize the successful launch and ongoing excellence of the Activity and Recreation Center, we have made the decision to sunset a number of programs and activities. This strategic shift allows us to focus resources and attention on providing exceptional services and experiences at our new state-of-the-art facility. While we understand that program changes can impact our community, we are dedicated to creating a vibrant and inclusive space at the Activity and Recreation Center that will benefit the community at large. These programs and activities include the Movies in the Park Series, Summer Beer Gardens, and Mini Youth Enrichment Camps. As our priorities shift with a primary focus on the activity and recreation center, we will assess and potentially phase out additional programs to better align with our evolving needs.

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the approval of RecPass Membership Policies and a Code of Conduct for the Activity and Recreation Center (ARC).

DATE: February 20, 2024

REQUESTED ACTION: Requested Action Statement for the approval of RecPass Membership Policies and a Code of Conduct for the Activity and Recreation Center (ARC).

FISCAL IMPACT: Not Applicable

SOURCE OF FUNDS: Not Applicable

RATIONALE / BACKGROUND: The RecPass Membership Policies and Code of Conduct will further establish membership definitions, equipment check-in / out, damaged equipment and cancellation policies. The ARC Code of Conduct is intended to serve as the guidance document regarding the behavioral standards that are expected of patrons at the ARC as well as what types of behaviors and/or situations will not be. These standards will apply to all gym, track, and Wellness Mezzanine activities. The Code of Conduct also identifies the minimum age (14 years of age) allowed of any patron in the facility that is not accompanied by an adult. Anyone signing up for a membership will need to sign off on these policies and Code of Conduct. There will be two signature pads at the front desk for them to do so.

RecPASS MEMBERSHIP POLICIES AND CODE OF CONDUCT

MEMBERSHIP DEFINITIONS

YOUTH- Youth Ages 14-17

ADULT- Adults Ages 18-54

OLDER ADULT- Older Adults Ages 55+

FAMILY- Is considered two adults, and their minor children in one immediate family, one household. A maximum of six people living at the same address. Adult Children ages 18-25 must show proof of residency at time of purchase and renewal of membership.

CITY STAFF- is defined as a person who works for the City of New Berlin.

Children (5-13 years old) not covered under a valid membership plan are required to purchase a gym and track day pass and must always be supervised by an adult.

Anyone registered/paid for recreational programming will not be required to pay the Center's admission fee. However, recreational program participants may not access any other areas of the facility unless they have a valid membership or purchase a day pass.

RESIDENCY AND PROGRAMS

A City of New Berlin Resident is anyone residing inside the City Limits of New Berlin. All others are Non-Residents. Proof of residency will be required for new members or when changing addresses. Membership does not include programs. You do not need to be a member to register for a program. Program fees are separate from membership fees.

GUEST PASSES

Guests are welcome to come with you by purchasing a day pass. \$3 for New Berlin Residents, \$5 for non-residents, regardless of age.

GYM & TRACK MEMBERSHIPS INCLUDE

- Use of the Lion's Club Track
- Use of the Wellness Mezzanine
- Open Gym for use of the Lion's Club Gym, when available
- Monthly newsletter with helpful information

PLAYGROUND MEMBERSHIPS INCLUDE

- Use of the Playground (Kelman Kids Zone)
- Monthly newsletter with helpful information

FACILITY HOURS (FEB-AUG)

Monday-Thursday:	7:00am-9:00pm
Friday:	7:00am-6:00pm
Saturday:	9:00am-4:00p
Sunday:	CLOSED

EQUIPMENT CHECK OUT POLICY

- Monthly and Yearly Gym & Track Members may check out equipment daily from the front desk with their membership card.
- Participants may only check out ONE sport at a time. For instance, a participant can check out a basketball or volleyball but not a basketball and volleyball at one time. More than one piece of equipment can be checked out for a participant if they are checking out equipment for a friend or guest (i.e 2 basketballs for the participant and their guest)
- Participants will be charged for equipment not returned by closing and will be charged replacement fees for lost, broken, or damaged equipment. Participants may not be able to use the Activity and Recreation Center again without paying their damaged equipment fee.

DAMAGED EQUIPMENT PRICE LIST

- Basketball \$70
- Volleyball \$50
- Pickleball Paddle \$30

CANCELLATION POLICY

Annual Passes are non-refundable and non-transferable.

Monthly Passes- Can be billed on a monthly reoccurring payment. The 1st payment is due at time of registration and each payment after will be charged the same day each month unless cancelled. To cancel, you must cancel in person at the New Berlin Activity and Recreation Center at least 14 days prior to the next payment. Cancellations can only be made for the entire household membership. Cancellations for memberships can only be requested once in a 12-month period.

The New Berlin Activity and Recreation Center Code of Conduct

The New Berlin Activity and Recreation Center is a public facility intended for the use of residents of New Berlin, City of New Berlin Staff, as well as residents of surrounding communities. The Recreation Center is intended to be a welcoming and safe place for individuals to congregate, recreate and socialize. Participants of the New Berlin Activity and Recreation Center are expected to conduct themselves in a manner that most people would find reasonable and that is safe and does not infringe on the well-being and enjoyment of other participants. While an exhaustive list of inappropriate activities is impractical, the following outlines the basic principles of appropriate Recreation Center use.

Participants agree to observe the following when attending the New Berlin Activity and Recreation Center:

- ☐ Smoking/vaping/and the use of other nicotine containing products, e.g. the use of chewing tobacco is not permitted in the Recreation Center at any time.
- ☐ Alcohol and the use of recreational drugs is not permitted in the Recreation Center at any time.
- ☐ Offensive language or gestures is not permitted in the Recreation Center.
- ☐ The Recreation Center structure, grounds, furnishings, and fixtures must always be treated with care and respect. This includes no dunking on the basketball courts.
- ☐ Obtain entry through proper membership, daily admission fees, or City programs and events. Unauthorized entry will result in loss of facility privileges.
- ☐ Children must be at least 14 years of age to be allowed in the Center unsupervised, otherwise all children must be under the direct supervision of their parent or guardian.
- ☐ No commercial activity, including requesting donations, private instruction or classes, the sales of a product, or soliciting on behalf of individuals for agencies, personal services, or businesses or the posting of signage. The Activity and Recreation Center is considered a limited public forum, and the City reserves the right to impose restrictions on its use to protect public health, safety, and welfare.
- ☐ Not to leave items unsecured (on the floor, bleachers, etc.). Doing so will be at the participants own risk; it is strongly recommended that members do not bring valuables into the Activity and Recreation Center, the City does not offer storage lockers.
- ☐ Federal, State and local policies, laws and regulations must always be observed.

Participants are expected to:

- ☐ Comply with the direction of Recreation Center employees in accordance with the rules and regulations outlined in this code of conduct, as well as any other direction staff may deem necessary to maintain the safety and enjoyment of all patrons.
- ☐ Be able to function on their own or with the assistance of an escort, but independently from City of New Berlin Staff or Recreation Center volunteers.
- ☐ Maintain personal hygiene that is healthy and inoffensive.

- ❑ Wear clean, appropriate attire that must cover the chest and backsides. Clothing with profane language or offensive content is prohibited. Closed-toe, non-marking, activity appropriate footwear is required.
- ❑ Do your part to keep our facility clean especially during inclement weather (winter months), please bring a change of footwear to wear while being active.
- ❑ Use voice, language and behavior that will not offend or disturb other participants or staff.
- ❑ Treat others with respect, courtesy, and consideration.
- ❑ Get permission for any photography or videography, personal, commercial, or otherwise, from staff prior to their filming.
- ❑ Observe all Federal, state, and local laws, policies, ordinances, and regulations.
- ❑ Immediately report all injuries and incidents to Recreation staff to initiate an incident report form.
- ❑ Comply with any direction from the New Berlin Activity and Recreation Center staff and follow any other rules that they deem necessary and appropriate to provide patrons a safe, healthy, and welcoming environment.
- ❑ Failure to comply with staff requests, directions, or instructions will result in loss of privileges, including removal from the building and the bringing of appropriate civil or criminal charges. Based upon the severity and/or continuing nature of the conduct said removal and loss of privileges may be permanent. No refund of fees will occur in such instances.

The staff of the City will make the final determination of whether a policy is being complied with and what the appropriate response should be for said noncompliance.

Questions regarding the New Berlin Activity and Recreation Center code of conduct can be directed to the Assistant Recreation Manager or Recreation Manager.

Welcome to New Berlin Recreation Center Wellness Mezzanine!

To ensure the best safety for not only you as a patron, but all patrons attending the facility we have created these guidelines to help direct the appropriate behavior that should be followed while attending our facility. Please read over these guidelines as follows:

1. Safety first.

- a. Anyone, doing anything that is potentially harmful to other members is unacceptable.
- b. No harassment of any form will be tolerated. Patrons must adhere to the New Berlin Activity and Recreation Center Code of Conduct.
- c. We ask patrons to use the facility as a workout facility as intended.
- d. We also ask that patrons make sure to respect the equipment provided.
- e. Children between the ages of 14-17 must have had a wellness mezzanine orientation with one of the Recreation Staff.
- f. Wear closed-toe, non-marking, activity-appropriate footwear is required; street shoes, backless shoes, and boots are not allowed.
- g. No food, open drink containers (cans), or glass. Water bottles only.

2. Share the equipment.

- a. Equipment is considered communal property; because of this we ask that patrons not sit on a machine while resting between sets. Talking on cellular devices or sending text messages are an example of behaviors to avoid while on machines.
- b. Reservations are not allowed on any signature or seated equipment. The machine currently being used by a patron is the one piece of machinery they are allowed to continue using without disruption. That use will be on a first come, first served basis. Please limit sessions to 30 minutes per piece of machinery when others are waiting.
- c. Reservations for machines are not allowed. Patrons are not allowed to set up circuits with multiple pieces of equipment and reserve them for future sets or reps.
- d. Please place the equipment back where you found it.
- e. Report all equipment issues to Recreation staff

3. No CLUTTER is allowed in Wellness Mezzanine

- a. Small gym bags and small back strap bags are allowed, but anything larger than 12x12 in size we ask patrons to use the hooks and cubbies to hang up their belongings.
- b. Any excessive items or large gym bags seen as potential TRIPPING HAZARDS will not be allowed in the Wellness Mezzanine area.
- c. In our hallway, any bag not touching the wall or inside a cubicle holder will be asked to be removed to a hook or cubby.

4. Wipe down equipment

a. Wipe down equipment after use with towel and disinfectant spray; instead of spraying equipment directly, spray directly to the towel and then wipe the machine.

5. Track etiquette

a. Inside and middle lanes are walking lanes.

c. Outside lane is the running/jogging lane. Please look for signage and follow the indicated direction of travel.

d. Recreation provided Strollers are allowed on the track, but only in the inside walking lanes. No strollers are allowed in the middle or outside lane since those are designated for jogging and/or running.

e. No personal Strollers are allowed on the track.

f. Recreation provided Strollers are allowed on the track, but NOT allowed to remain on the track while the user stops or gets on ANY piece of machinery along the track. Liability causes us to enforce this rule and as a result, we cannot have anyone younger than the age of 14 parked near any of our exercise equipment in a stroller.

g. Baby carriers are allowed on the track, but not in any other area of the fitness floor. No babies in arms.

h. Acceptable track exercise formats are either walking or running motions.

i. NO free weight, dumbbell, or Olympic bar equipment is allowed on the track.

j. NO spitting or food/drink is allowed on track, only water in water bottles.

k. Children must be supervised by an adult while on the track.

l. Prohibited activities on the track include:

- Standing or blocking on the lanes of the track

- Watching first floor activities from the track

6. Minimum age limits.

a. NO ONE is allowed to be ANYWHERE upstairs in the wellness mezzanine that is under the age of 14 without a parent or guardian.

b. Children between the ages of 14-17 must have had a wellness mezzanine orientation with one of the Recreation Staff.

Even those who are 14+ and are not in the fitness mezzanine to work out or following the guidelines listed above will be asked to leave the fitness mezzanine floor.

We as the Recreation staff are committed to providing the best experience possible for you as a fitness patron. We also invite you to come and enjoy all the amazing amenities we have to offer here at our recreation center.

New Berlin Activity and Recreation Center GYM POLICIES AND PROCEDURES

1. The following are prohibited in the New Berlin Recreation Center GYM:

- a. Amplified music – headphones/earphones are required for personal use. Playing music via Bluetooth speaker or from a phone is not allowed. If you are using earphones or headphones, you must maintain an awareness of your surroundings and those around you in order to avoid collisions
- b. Any activity or exercise that may damage facility floors, walls, or equipment.
- c. Pets (except for service animals and service animals in training)
- d. Rollerblades, roller skates, skateboards, Heelys, and Hoverboards.
- e. Organized or informal recreational activities may be stopped in the hallways and corridors if deemed unsafe to patrons or harmful to facility.
- f. Kicking or throwing any equipment against walls or windows in the facility.
- g. Firearms and weapons of all kinds are prohibited in all New Berlin Activity and Recreation Center facilities.
- h. The New Berlin Recreation Center is alcohol, tobacco, and drug-free; alcohol, drugs, e-cigarettes, tobacco products, and vaping devices of any kind are prohibited.
- i. Members and guests suspected of being under the influence of alcohol or drugs will be directed to exit. No refunds of fees paid will be given for persons who are expelled or suspended from use of the facility.

2. GYM POLICIES

- a. Inappropriate or foul language will not be tolerated.
- b. Hanging on basketball rims and or nets is not permitted.
- c. Dunking is not allowed.
- d. Food and drinks (other than water in covered bottles) are not permitted.
- e. Spitting or chewing gum is prohibited.
- f. During Open Gym, the activity designated on the Gym schedule has court priority; New Berlin Recreation Center staff reserves the right to stop all activity other than the designated sport.
- g. There will be no shooting or throwing of any ball or equipment from the track to the gym courts.
- h. Attire
 - i. Clean, appropriate athletic attire is required at all times. Attire must cover the chest and buttocks.
 - ii. Clothing with profane language, and/or offensive content are prohibited in the facility.
 - iii. Closed-toe, non-marking, activity-appropriate footwear is required; street shoes, boots, dress shoes, and sandals are not allowed; please bring a change of footwear.
 - iv. During the winter months, please bring a change of footwear while working out.
- i. Bags
 - i. Small gym bags and small back strap bags are allowed on the bleachers, bags are not allowed to be on the court floor.
 - ii. The New Berlin Recreation Center is not liable for any lost/stolen bags or personal items.
- j. Disorderly and Disruptive Conduct

- i. The following is prohibited in the New Berlin Recreation and Activity Center:
 - 1. Use of obscenities and insulting language or gestures
 - 2. Spitting
 - 3. Harassment and/or hazing of other members or staff
 - 4. Vandalism
 - 5. Fighting
 - 6. Verbal Altercations
 - 7. Bullying
 - 8. Taunting

3. SPORT EQUIPMENT

- a. Basketballs, Volleyballs, and Pickleball Paddles will be available to check out at the front desk. If equipment is not returned, members will be fined and charged for the value of the equipment. Members will not be allowed to enter the building until the fine and replacement costs are paid.
- b. All equipment must remain in its designated location. No bouncing or kicking of any type of sport ball is allowed outside of the gym courts.

4. OPEN GYM

- a. Open Basketball
 - i. No full court games allowed. One basket games are permitted as long as only one basket is being used and players are being respectful to others using different areas of the gym.
- b. Open Volleyball
 - i. Designated courts: Court 1 is designated for ages 14-18 and Court 2 is designated for 19 years and older.
- c. Open Gym
 - i. No pick-up basketball games allowed. No setting up of volleyball, pickleball, or tennis nets. No playing catch with baseball, softball, and or football. Basketball shoot around, passing of soccer ball, and passing of volleyball are allowed during open gym times.
- d. Full Court Pick Up (18+)
 - i. Full court games must be inclusive of any potential participants.
- e. Open Pickleball
 - i. **Payment/Sign-In:** All participants must sign-in at the front desk prior to entering the gym. Open Gym Pickleball is only available to Daily, Annual, or Monthly RecPass holders. DO NOT enter the gym earlier than the designated "Open Gym Times".
 - ii. **Court Designations:** When all courts are in use, there are a total of 9 Pickleball Courts. Courts will be clearly labeled (example: 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, and 3C) and will be designated solely for social, intermediate, or advanced play based on need.
 - iii. **Open Gym Guidelines:**
 - a. Unless not all of the courts are in use, a doubles format should be used at all times.
 - b. **Rule of 2:** Unless otherwise instructed, each player should only play a max of 2 consecutive games, regardless of who wins the game. A team that has not played two games should stay on the court and split up. If there is no one waiting to play, no one needs to sit out.

- c. Anyone waiting to play must place their paddle in the designated paddle holders or on the bleachers in an orderly manner to be in line to play. Please have your name on your paddle to assist with the participant rotation process.
- d. **Be conscious and respectful of the differing skill levels on the court at a given time.** If playing “down” (at a lower skill level than your own), please adjust your style.
- e. If you hear someone, yell “Ball!” - STOP PLAY IMMEDIATELY. To return an errant ball, please follow these steps: (1) temporarily stop your play (2) determine which court the errant ball came from (3) courteously return the ball to one of the players on that court without interrupting other games in progress. For everyone’s safety, please DO NOT just bat/kick an errant ball off your court; follow the steps listed above to help ensure the safety of all participants.
- f. NEVER yell at, swear at, or speak a hostile or sarcastic word to any player in anger or otherwise! Multiple or severe incidents of this will be reported to the Recreation Department for further action.
- g. Please be respectful of the courts, facilities, fellow players, and the volunteers! Reoccurring violations of the above policies may lead to participant removal from the program by the City of New Berlin Recreation Department.
- iv. **Scoring:** Games will be played to 11 (win by 2). Once, the paddle queue reaches a predetermined amount of participants waiting to play (number will be communicated by a volunteer or gym supervisor), games will be played to 9 (first to 9 wins).
- v. **Shoes:** It is MANDATORY that all participants bring two pairs of shoes when using the gym space: one pair to wear into and out of the gym, and another pair strictly to play in. For the sake of the gym floor and also for the safety of the participants, please do not wear your snowy/wet/salty/dirty shoes from outside onto the courts.
- vi. **Balls:** All participants will be required to bring at least ONE BALL to participate each day. For consistency purposes, an Onix Fuse Indoor Pickleball (orange) will be the ball of choice. Balls are available for purchase at the front desk for \$3.00 per ball.
- vii. **Rentals:** Paddle rentals are available at the front desk of the Activity and Recreation Center, but we strongly advise bringing your own. All rented equipment must be returned before leaving the facility.

5. Consequences

- a. Failure to comply with these policies may result in a suspension or permanent expulsion, the length of which will be determined by New Berlin Recreation Center professional staff based on the circumstances surrounding the conduct and any prior violations. The Recreation staff shall have final say as to the interpretation and application of these rules. Their determinations shall be final and binding on all Recreation Center users.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Sponsorship Packet.

DATE: 2-19-24

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Recreation Sponsorship Packet.

FISCAL IMPACT: The 2024 Sponsorship has been edited to reflect the 2024 sponsorships needed for the year.

RATIONALE/BACKGROUND: The Sponsorship Rental Packet now reflects the current special event sponsorships and activity guide sponsorships for 2024.



NEW BERLIN

RECREATION DIVISION

2024

SPONSORSHIP

PACKET





15321 W National Ave
New Berlin, WI 53151

Phone (262) 797-2443
Fax (262) 797-2460

Email: recreation@newberlin.org
www.newberlin.org

Dear Business Friends,

Are you looking for an impactful way to give back to the community this year? Then the City of New Berlin Recreation Division invites you and your company to become a Business Sponsor in 2024! Our health, our neighborhoods, our economy, and our environment all benefit from Recreation. Without the support and dedication of our business community, the City would not be able to provide the quality parks and recreational services our citizens enjoy today.

As a sponsor, you are demonstrating positive corporate citizenship and greater visibility for your company within the community. Your company/business will gain valuable exposure by advertising with the City of New Berlin, while extending your visibility, and achieving your marketing goals.

In teaming up with the City of New Berlin Recreation Division we will work with your company to develop a marketing package to include advertising and direct mail opportunities within publications, on our website, at events, and within City owned park facilities.

Business Sponsor Programs include:

- Sponsorship within the Recreation Seasonal Activity Guide
- Sponsorship for a Community Special Event or Program
- Malone Park Banner Program

Benefits you will receive:

- Visibility in multiple locations such as parks, program events, and our print/online Activity Guide.
- Hit your target population or select all sponsorship options to saturate the entire community.
- Helping the community by enhancing the development and improvement of our recreational services.

Thank you for considering this invitation to become part of our sponsorship programs and making a larger impact on our community. Enclosed you will find the 2024 Sponsorship Packet which outlines the various Business Sponsorship Programs. If you have any questions, or have sponsorship ideas/suggestions of your own, please contact us at (262) 797-2443 or recreation@newberlin.org. We look forward to having you as a sponsor

Your partner in community,

Sam

Sam Blonien
Assistant Recreation Manager
sblonien@newberlin.org
262-797-2443

SPONSORSHIP OPPORTUNITIES

As a sponsorship partner, you will receive recognition in the seasonal activity guide, a prominent banner/sign at the event, name recognition on the back of t-shirts (where applicable), inclusion in any Public Service Announcements prior to the event, announcements and recognition throughout the event day, and recognition on the City's Facebook page. For specific recognition differences between the classes of sponsorship, please contact the Recreation Division at (262) 797-2443.

SAFETY TOWN

T-shirt Sponsor - \$1500.00

Children entering kindergarten participate for two weeks in this unique program which prepares them for various aspects of safety and awareness. Your company logo will go on the back of each of the children's t-shirts.



NOT-SO-HAUNTED HAPPENINGS

Title Sponsor - \$1200.00

Sponsor this free month long celebration. We will celebrate Fall with a month full of family activities. Your company will have a banner displayed at each of the activities.



SNAP POMS

T-shirt Sponsor - \$500.00

Special needs and ability poms (SNAP) meet weekly and perform at local competitions such as the Memorial Day, July 4th and Christmas parades. Your company's logo will be featured on each of the participants t-shirts.



DANCE RECITAL

Event Sponsor - \$500.00

Take part and be the event sponsor for our yearly dance recital! Support the hard working dancers as they perform for friends and family on the BIG STAGE! Your company would have a 6ft banner with your logo displayed at the event.





COLOR CLASH

Multiple Levels of Sponsorship

Sponsor a day in the sun, running or walking our 1 mile course and getting covered by colors! This event is fun for the whole family to have a colorful day together.

Event Sponsor—\$2000

6 ft banner at the start line, promoted on all advertisements and your company's logo displayed on our participant t-shirts and host a booth during event! Brighten up this event with your company.

Color Powder Sponsor—\$1500

Yard Sign at every color station on the route displaying your company's logo, and host a booth at event to show off your companies colorful side!

WINTERFEST

Multiple Levels of Sponsorship

Be a part of the New Berlin Recreation Division's Annual Winter Festival by sponsoring this fun event! Community members will come together and enjoy winter-themed activities at the City Center Plaza and Malone Park. With a ton of wintry surprises, this is one event you won't want to miss!



Tundra Title Sponsor—\$3500

6 ft banner at each location, logo on commemorative mugs, logo on ice sculpture at event, logo on kickball champion t-shirt, booth at each location and more.

Ice Sculpture Sponsor—\$1800

Logo on Ice Sculpture at event, Logo on Kickball Champion t-shirt, 6 ft banner at Malone Park, Booth at Malone Park, and more!

Eskimo Entertainment Sponsor—\$1200

6 ft banner near live music performance at event, logo on participant t-shirt, booth at Malone Park, and more!

Snowball Kickball Sponsor—\$1000

6 ft banner at kickball fields, logo on back of kickball t-shirt, social media recognition, and more!

Candlelight Sponsor—\$750

3 ft banner near trailhead, logo on ice sculpture, & more!

For more information about Winterfest opportunities, please reach out to the Recreation Division at recreation@newberlin.org or 262-797-2443



PICKLEBALL TOURNAMENTS

Battle of the Paddles Sponsor - \$1000.00 Fall Brawl Sponsor - \$1000.00

Become the headline sponsor for our yearly pickleball tournaments held in May and October. With the rise in popularity pickleball has become one of our largest program we offer! Whether you choose the spring or fall tournament your company logo will be featured on all marketing flyers, and displayed on a 6ft banner for the entire duration of the tournament!

SUMMER CORNHOLE LEAGUES

League Sponsor - \$1000.00 Board Sponsor - \$300.00

New this Summer are New Berlin Recreation Division Summer Cornhole Leagues. Your company's logo will be featured on all marketing and print material, one set of cornhole boards, and t-shirts given to the league champions. Only want your company information on one set of boards? Individual board sponsorship available for \$300.00.



◆ CORNHOLE ◆

2024 Sponsorships

**BOARD
SPONSOR**

\$300

**LEAGUE
SPONSOR**

\$1000



**YOUR
GRAPHICS &
INFO HERE**

DESIGNS UP TO 2' X 4'
 LOGO, PHONE #, WEBSITE, ETC



MALONE PARK BANNER PROGRAM

Multiple Levels of Sponsorship

We are offering advertising opportunities at our baseball/softball fields at Malone Park Sports Complex. This opportunity allows your company for valuable exposure from early spring into the fall at our baseball/softball fields. The fields are used by thousands each season through youth sports, tournaments, and rec leagues. *See next page for more information*

MALONE PARK BANNER PROGRAM

We will be offering advertising opportunities on our baseball/softball fields at Malone Park.

Banners will be placed on the outfield fence of Fields #3, #4, and #5.

Sponsorship Information	Banner Size
Corporate Sponsors are responsible for providing their banners based on the following specifications: Banners shall be 4 foot by 8 foot 13 oz vinyl material Banners must have at least 3 grommets along the top and bottom Cost: One Year Contract: 1 Field \$300 2+ Fields \$400 Three Year Contract:: 1 Field \$800 2+ Fields \$1000	 4'x8' Banner with seams and grommets. Installed with bungee cords.

Banner advertising at Malone Park is exclusive to the New Berlin Recreation Division Banners can be produced and provided by the divisions proffered provider. Graphic Innovations phone 414-727-4646 or email sales@graphicinno.com; or supplied by vendor of your choice per specifications listed above.



1" nickel plated grommet

Graphic Innovations:

\$160 per Banner + any artistic fees if needed

414-727-4646



4'x6' Banner with seams and grommets

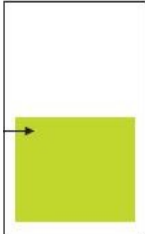
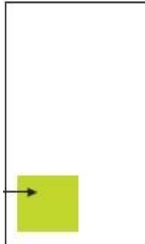


4'x8' Banner with seams and grommets.
Installed with bungee cords.



ACTIVITY GUIDE ADVERTISING

We will be selling advertising space in our Seasonal Activity Guides. This advertising opportunity has significant discounts and no middleman. Spaces are limited – call for available sizes.

Sponsorship Information	Ad Size Options	
<u>Black and White</u> Artwork must be camera ready. We would prefer it to be JPEG or PDF. Artwork and photographs should be in 300 dpi. Cost is per season.	 Full Page 8" x 10.5" Cost: \$500 Back Cover Glossy Color Print Cost: \$1000	 Half Page 8" x 5.25" Cost: \$300
	 Quarter Page 4" x 5.25" Cost: \$200	 Eighth Page 4" x 2.625" Cost: \$100

Ad space available on back cover of Activity Guide. Be the sole sponsor on the back page of the Activity Guide and really stand out! Full page, full color ad available for \$1000.

The City of New Berlin Recreation Activity Guide is distributed digitally at the City's website (www.newberlin.org), on Facebook, Activity and Recreation Center and the New Berlin Public Library.

Activity Guide Seasons:

Winter/Spring Seasonal Activity Guide (December-May)

Summer Seasonal Activity Guide (May-September)

Fall Seasonal Activity Guide (September-December)

WHAT A DEAL!

Save up to \$750.00 on advertisements! Sponsor any program and receive 25% off up to three (3) Seasonal Activity Guide advertisements!

***Advertisements must be placed in consecutive Seasonal Activity Guides.**

Sponsorship Terms & Policies

- 1) Sponsorship opportunities are extended to any local, national or international business, non-profit agency and government agency that have or wish to have a presence in the City of New Berlin. Organizations whose primary business involves the following activities are ineligible for sponsorship opportunities in the City of New Berlin:
 - a. Promotion of the sale or consumption of alcoholic beverages and tobacco products.
 - b. Promotion of gambling or illegal drugs.
 - c. Promotion of the sale or use of firearms or other weapons.
 - d. Depiction or characterizations which suggest nudity, profanity, obscenity or lewdness.
 - e. Commentary or advocacy of a social, religious or political nature.
 - f. Promotion of services or programs that are already offered by the City of New Berlin.

Advertising opportunities being provided are solely non-public forums and specifically are not to be considered opportunities for discussion or interchange of ideas on public issues. Subject to the City of New Berlin terms for accepting sponsorship, contracts will be accepted on a first-come, first-serve basis.
- 2) The City of New Berlin Parks, Building & Grounds Commission and the Recreation Commission reserves the right to make final determination for acceptance on sponsorship contracts.
- 3) The City of New Berlin reserves the right to revise, reject or omit any ad at any time without notice. Any camera-ready sponsorship submitted that does not conform to the publications mechanical requirement will be enlarged, reduced or floated at the discretion of the division staff. The City of New Berlin shall not be responsible for damages if an advertisement fails to be published for any reason.
- 4) The City of New Berlin reserves the right to determine and/or change the placement of ads without notice.
- 5) Advertisers and advertising agencies are liable for all contents of advertisements (including copy, representation and illustrations) and shall indemnify and hold harmless the City of New Berlin, without limitation against, for any and all claims made thereof against losses sustained by the City of New Berlin Parks, Building & Grounds Division, Recreation Division, City Council, and employees.
- 6) The advertisers and its agency, each represent that they are fully authorized and licensed to use:
 - a. The names, portraits, and/or pictures of living persons;
 - b. Any copyrighted or trademarked materials;
 - c. Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any of the City of New Berlin publications, and that such advertisement is neither libelous or defamatory, an invasion of privacy, or otherwise unlawful to any third party. The advertiser and its agency each agree to indemnify and save harmless the City of New Berlin against all losses, liability, damage and or expenses arising from the copying, printing or publishing of any such advertisement.
- 7) No conditions printed or otherwise, appearing on contracts, orders or copy instructions, which conflict with the City of New Berlin policies will be binding on the City of New Berlin or its agents.
- 8) The City of New Berlin shall not be responsible for any damages caused by acts of God, fires, strikes, accidents or other occurrences beyond the control of the publisher or the City of New Berlin.
- 9) Failure to fulfill contract terms will result in additional charges equal to the full contract fee.
- 10) The City of New Berlin will only return any items submitted for Sponsorship at our discretion.
- 11) Payments are due on or before the first date of notification timeline. Failure to do so may forfeit the agreement for sponsorship.
- 12) The City of New Berlin reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written sponsorship agreements. All Sponsorships placed without a signed agreement is subject to rates that apply at the time of publication.

**New Berlin Recreation
Sponsorship Commitment Form**



SPONSOR INFORMATION

Complete the following information:

Name: _____

Business/Organization Name (if any): _____

Email: _____ Is business located in New Berlin? ☐ Yes ☐ No

Address: _____ City/State/ZIP: _____

Primary Phone: _____ Alternate Phone: _____

SPONSORSHIP OPTIONS: *Mark/Check all that apply*

- ☐ Safety Town: T-Shirt Sponsor - \$1,500
- ☐ Not-So-Haunted Happenings: Title Sponsor- \$1,200
- ☐ SNAP Poms: T-Shirt Sponsor -\$500
- ☐ Dance Recital Event Sponsor \$ 500
- ☐ Color Clash: Event Sponsor \$ 2,000
- ☐ Color Clash: Color Powder Sponsor \$ 1,500
- ☐ 2024 Winterfest: Tundra Title Sponsor- \$3,500
- ☐ 2024 Winterfest: Ice Sculpture Sponsor - \$1,800
- ☐ 2024 Winterfest: Eskimo Entertainment Sponsor - \$1,200
- ☐ 2024 Winterfest: Snowball Kickball Sponsor - \$1,000
- ☐ 2024 Winterfest: Candlelight Sponsor - \$750
- ☐ Pickleball Tournament: Battle of the Paddles Sponsor \$ 1,000
- ☐ Pickleball Tournament: Fall Brawl Sponsor \$ 1,000
- ☐ Summer Cornhole Leagues: League Sponsor - \$1000
- ☐ Summer Cornhole Leagues: Board Sponsor - \$300
- ☐ Malone Park Banner Program ☐ One Year ☐ Single Field- \$300 ☐ 2+ Fields- \$400
- ☐ ☐ Three Year ☐ Single Field- \$300 ☐ 2+ Fields- \$400

Activity Guide *Mark/Check all that apply*

- Season: ☐ Winter/Spring ☐ Summer ☐ Fall
- Ad Size: ☐ Full Page - \$500 ☐ Half Page - \$300 ☐ Quarter Page - \$200
- ☐ Eighth Page - \$100 ☐ Back Cover - \$1000

PLEASE READ:

Specific sponsorships are sold on a first-come, first serve basis. Liability for the content of sponsorships (text, representation and illustrations) is assumed by sponsoring agencies for any claims arising there from against the City. Right of refusal of any sponsorship not in keeping with the agency's terms and policies is reserved by the City. The City is not liable for delays in delivery, and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the City affecting production or delivery in any manner.

By signing below, I hereby acknowledge that I have completed the above information to the best of my knowledge, read the above information, received a copy of the Sponsor Terms & Policies, and will agree to all said rules and guidelines.

Signature: _____

Date: _____

For Office Use Only

Date Received: _____

Amount Paid: _____

Date Paid: _____

Staff Initials: _____

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship.

DATE: 2-19-24

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship. The New Berlin Lions are also requesting that the city split half of the cost on printing and installing their donor signage.

FISCAL IMPACT: The New Berlin Lions Club has been a proud supporter of our community for many years, actively engaging in various projects aimed at enhancing the well-being of our residents. As part of their ongoing commitment to community betterment, the New Berlin Lions have graciously agreed to be the \$75,000 donor of the New Berlin Activity and Recreation Center Gymnasium and Track. The donation is spread out for 5 years at \$15,000 each from March 1, 2024-March 1, 2029.

The Lions club would like to propose a cost-sharing arrangement regarding the printing and installation of donor signage associated with this project. The Lions Club kindly request that the city considers splitting half of the cost for printing and installing the Lions Club donor signage, demonstrating a collaborative effort in celebrating and recognizing the valuable contributions of our local sponsors.

There are plans to have 4 signs (Court 1, Court 2, Court 3, Track). The total sign estimate is \$4,275.58, which half would be \$2,137.79.

RATIONALE/BACKGROUND: We believe that a partnership between the Lions Club and the city would not only amplify the visibility of local contributors but also serve as a testament to the strong collaboration between civic organizations and local government in promoting community welfare. We believe that by working together on this initiative, we can create a more vibrant and connected community, fostering a sense of pride and gratitude among our residents.



15321 W NATIONAL AVENUE
NEW BERLIN, WI 53151



21700 DORAL ROAD
WAUKESHA WI 53186
262.432.1330
www.innovative-signs.com

Qty: 3



Customer

City of New Berlin
Lions Club Graphics

DateProject Manager

02/06/2024Jaime D.

Order #Designer

ISI - 13124Brian H.

Materials & Specifics

High Tack Vinyl
- High Tack Digital print with lamination
- contour cut out

Colors

-  Pantone 287c
-  Pantone 7406c
-  White

Left Court



Center Court



Right Court



Revisions

- ☐ Revision 1:
- ☐ Revision 2:
- ☐ Revision 3:
- ☐ Revision 4:





21700 Doral Rd
Waukesha, WI 53186
(262) 432-1330

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ESTIMATE

EST-13210

Payment Terms: Net 15

Created Date: 2/6/2024

DESCRIPTION: Vinyl sponsor Graphics and Court ID

Bill To: City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
US

Installed: City of New Berlin
15321 W National Avenue
New Berlin, WI 53151
US

Requested By: Dan Hogan
Email: dhogan@newberlin.org
Work Phone: (262) 797-2445 x 2249
Cell Phone: (262) 364-4684
Tax ID: 008-0000597 456-05

Salesperson: Jaime Dieman
Email: Jaime@innovative-signs.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Above Bleacher Lions Club Graphics	3	\$767.87	\$2,303.60
1.1	Printable Vinyl - HIGH TACK - Left, Center, and Right Bleachers			
1.2	Graphic Design Fee -			
2	Track Entrance Lions Sponsor Graphic	1	\$251.98	\$251.98
2.1	Printable Vinyl - HIGH TACK -			
2.2	Graphic Design Fee -			
3	Installation	1	\$1,720.00	\$1,720.00
3.1	Installation -			

**** This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Due to the volatile market and supply chain issues the cost for materials changes rapidly. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid for 15 days *****

Subtotal:	\$4,275.58
Taxes:	\$0.00
Grand Total:	\$4,275.58
Deposit Required:	\$2,137.79

Signature: _____ **Date:** _____

NAMING RIGHTS AGREEMENT
City of New Berlin Activity and Recreation Center Gymnasium

This Naming Rights Agreement (hereinafter referred to as the “Agreement”) is made and entered into this _____ day of January, 2024 (hereinafter referred to as the “Effective Date”) by and between the CITY OF NEW BERLIN, Waukesha County, Wisconsin, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”), which is a municipal corporation, duly organized and validly existing under the laws of the State of Wisconsin; and the NEW BERLIN LIONS CLUB and the NEW BERLIN LIONS CLUB FOUNDATION which are both non-profit corporations, duly organized and validly existing under the laws of the State of Wisconsin, with their principal offices and places of business located at PO Box 51024, New Berlin, Wisconsin, 53151, (hereinafter collectively referred to as the “Lions Club”).

WHEREAS, the City owns and operates a multi-purpose athletic sports complex, which is located at 15321 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “ARC”); and

WHEREAS, the City has constructed a gymnasium and track as part of the ARC (hereinafter referred to as the “Gym”); and

WHEREAS, the City and the Lions Club are desirous of entering into an agreement whereby in exchange for the Lions Club’s agreement to pay a rights fees, as hereinafter defined, to the City in accordance with the terms of this Agreement, the City shall be required to use the designation “New Berlin Lions Club Gymnasium and Track” exclusively as the name of the Gym, and shall allow a sign to be placed within the Gym in accordance with the terms and conditions set forth herein, and the Lions Club agrees to grant to the City certain rights in the Lions Club intellectual property solely for the purpose of creating the aforementioned signage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, including the foregoing Recitals and the considerations as set forth below, the City and the Lions Club do hereinafter agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a material part of this Agreement.

2. Term and Notice of Renewal. The term of this Agreement shall commence on March 1, 2024 and shall end on the 28th day of February , 2029 (the “Initial Term”). The City and the Lions Club shall each have the right to terminate this Agreement by giving written notice of the intent to non-renew to the other party. Such notice of non-renewal shall be given no later than December 31, 2028. In no event shall the provisions under this paragraph be interpreted as a termination for a convenience with respect to the Initial Term.

In the event neither party gives the other party a timely notice of non-renewal, an “Exclusive Renewal Term” shall commence automatically on March 1, 2029 and shall terminate on February 28, 2034 (the “Renewal Term”). The Initial Term and Renewal Term, if exercised, shall collectively be referred to as the “Term”.

In the event the City receives a written offer from another third party sponsor or vendor interested in sponsoring the Gym, (hereinafter the “Third Party Offer”) on similar or more favorable terms as the terms set forth in this Agreement, based upon the objective expressed terms of this Agreement, the City may elect to provide written notice of its intent not to renew, along with a copy of the Third Party Offer, which Third Party Offer shall include the terms and conditions upon which the same is being made. The City and the Lions Club agree and acknowledge that when valuing the objective expressed terms of this Agreement, any and all additional marketing activities set forth in this Agreement, excluding specifically the Term, Rights Fee and Naming, of the Gym shall have a total estimated marketing value of not less than \$75,000.00 over the Initial Term. In the event the City receives a Third Party Offer, and provided that the Lions Club is not in default under the terms of this Agreement, the City shall grant to the Lions Club the right to match the terms for the Renewal Term. Pursuant to this right to match, the Lions Club shall have the right, but not the obligation, to tender an offer to the City within thirty (30) days of the receipt by the Lions Club of the City’s notice of intent to non-renew and the Third Party Offer on identical, similar or more favorable terms and conditions as outlined in the Third Party Offer. In the event the Lions Club fails to exercise their right to match, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and the Lions Club.

In the event the City provides written notice of its intention to renew without a pending Third Party Offer, and provided the Lions Club is not in default under the terms of this Agreement, the City shall grant the Lions Club the right to renew for the Renewal Term. The Lions Club shall provide written notice of the Lions Club’s intent to exercise the right to renew within thirty (30) days of receipt by the Lions Club of the City’s notice of intent to renew under the terms and conditions outlined herein. In the event the Lions Club fails to exercise its right to renew, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and the Lions Club.

3. Use of Lions Club Name and Logo. The parties acknowledge and agree that during the Initial Term, the City shall use and refer to the Gym as the “New Berlin Lions Club Gymnasium at the New Berlin Activity and Recreation Center”. The parties further agree that the City shall not be obligated to commence any marketing efforts or to post any signage within the Gym until the initial payment for the Right Fee as provided for hereunder is received. The name of the Gym shall not be changed without the prior written approval of the Lions Club during the term of this Agreement. The City further agrees, without limitation, as follows:

- a. To use its best efforts to cause the Lions Club name and logo to be mentioned and displayed in connection with certain public service announcements and media materials and Recreation Department materials related to the ARC and the Gym, and originated or permitted by the City for use at a City sanctioned event.

- b. To use its best efforts to cause the Lions Club name and logo to appear in all printed materials related to the ARC and Gym to the extent that the preparation or purchase of such printed materials are originated or permitted by the City for use at or in promotion of a City sanctioned event.
- c. To use its best efforts to cause the Lions Club name and logo to appear on all web-based content related to the ARC and Gym, and events taking place therein, and to provide a link to the Lions Club website to the extent that the preparation of such web-based content related to the ARC and Gym are originated and permitted by the City as part of its Recreation Department Programming.

With regard to the foregoing requirements, the parties agree to act in good faith, to agree upon the exact size, location and depiction of the Lions Club name and logo to be employed by the City in its printed or web-based content, which depiction, design and construction shall take place at the Lions Club sole cost and expense. The Lions Club agrees that the City will invoice the Lions Club for such costs and the Lions Club agrees to pay those costs within thirty (30) days of its receipt of such billing.

4. Removal. Upon the expiration of the Term or earlier termination of this Agreement, the City shall remove the signage as provided for hereunder and shall bill the Lions Club for the cost and expense of the removal and restoration of the location of the sign to its condition prior to the placement of said signage. The Lions Club agrees to pay the invoices for such costs within thirty (30) days of its receipt of them.

5. Rights Fee. In consideration for the rights granted under this Agreement for the Initial Term, the Lions Club hereby agrees to pay to the City a Rights Fee (hereinafter referred to as the "Rights Fee") in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, which shall be paid in five (5) equal installments of Fifteen Thousand (\$15,000.00) Dollars; with the first such payment being due on or before February 29, and on the same date of each year thereafter with the last payment for the initial term being due on or before January 31, 2028. All payments due hereunder shall be remitted to the City of New Berlin, Attention: Director of Finance, 3805 South Casper Drive, New Berlin, Wisconsin, 53151. The City acknowledges and agrees that this Agreement is the first in a series of agreements as part of a capital contribution campaign initiated by the City to fund the construction and improvements to the ARC, as well as any costs associated with the operation and maintenance of the ARC. The Lions Club and the City agree the funds being tendered hereunder shall be utilized by the City for the capital costs of the construction of the ARC, as well as costs related to the maintenance and operation thereof. As a donation, this Rights Fee shall not be considered a direct payment to the City's General Fund. By executing this Agreement, the City of New Berlin Common Council agrees to this designation for the use of the funds. In the event the City delivers to the Lions Club written notice of its intent to non-renew this Agreement in accordance with the aforementioned provisions of this Agreement and the Lions Club exercises its right to match, the parties agree that the Rights Fee for the Renewal Term shall be the amount specified in the Third Party Offer, unless the Lions Club and the City mutually agree otherwise. In the event the Lions Club exercises its right to renew, the parties agree the Rights Fee for the Renewal Term, if exercised, shall be in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, payable in five (5) annual installments of Fifteen Thousand (\$15,000.00) Dollars.

6. Additional Obligations of the City. In exchange for receiving the Rights Fee and in addition to the obligations set forth above, the City shall:

- a. Authorize the Lions Club to utilize two multi-purpose rooms for its private use twice annually during the duration of the sponsorship on dates and times mutually agreed to between the City and the Lions Club. The Lions Club agrees to give the City not less than sixty (60) days written notice of its desire to exercise the rights provided under this paragraph.
- b. The Lions Club acknowledges that it will enter into a separate Facility Use Agreement for use of the multi-purpose rooms with the City, which form of said Facility Use Agreement shall be in the customary form approved and utilized by the City for other City facilities.
- c. The Lions Club understands and acknowledges that the Lions Club shall be required to furnish a Certificate of Insurance for any such use provided for under this paragraph in accordance with the terms of the Facility Use Agreement typically utilized by the City, unless otherwise waived in writing by the City.
- d. The Lions Club further agrees to indemnify the City and hold it harmless against any claims, demands, actions or causes of action which may arise against the City as a result of the use by the Lions Club provided for hereunder.
- e. The Lions Club is further provided with the invitation to host a booth at special events at the ARC during the term of this Agreement to provide users of the ARC with information about the Lions Club and its programming and activities. However, the Lions Club shall not be permitted to sell any product at such exhibit/booth location except as expressly permitted, in writing, by the City.
- f. The City agrees to create an official announcement and special recognition event for naming right sponsors, including the Lions Club. Said event to occur on February 24, 2024.

7. Default and Remedies. In the event the Lions Club fails to make the Rights Fee payments when due and if such failure continues for a period of fifteen (15) days after written notice to the Lions Club, or in the event the Lions Club fails to comply with any obligation of the Lions Club contained hereunder, and shall failure continues for a period of thirty (30) days after written notice to the Lions Club, the City shall be entitled to exercise any of the following remedies:

- a. To cause the Term to end on a date specified in such notice, which date shall be not less thirty (30) days after the date of the notice.
- b. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

In the event that the City fails to comply with any of its material obligations under this Agreement, which failure to continue for a period of thirty (30) days after notice thereof to the City from the Lions Club; provided, however, such failure is not reasonably curable within thirty (30) days, the City shall be afforded a reasonable time to cure a remedy of such failure so long as the City, in good faith, is attempting, at all reasonable times, during such period to cure such failure, or if the City shall utilize any name of the Gym other than as provided for in this Agreement without the express permission of the Lions Club, the Lions Club shall have the right to any one or more of the following remedies:

- a. To terminate this Agreement.
- b. To receive a refund of the Rights Fee for any time in which the City's default occurred and continued to occur without an attempt being made by the City to cure.
- c. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

Notwithstanding the foregoing, the City's failure to comply with the requirements set forth herein on any one occasion shall not constitute a City default if the City has substantially complied with the terms of this Agreement and has used good faith efforts to ensure compliance by its personnel and officials.

8. Assignment. Neither party shall transfer or assign its rights or obligations under this Agreement without the express written permission of the other party.

9. Morals Clause. If the Lions Club, or any of its officers, directors or Board members, commits any act which, in the reasonable and good faith opinion of the City, would disparage or impair the reputation and integrity of the City (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violation, sexual allegations involving any minor, or any other act of moral turpitude; collectively "Negative Activity"), the City shall have the right to terminate this Agreement by providing thirty (30) days written notice to the Lions Club outlining such Negative Activity and exercising the City's right to terminate. In the event the Lions Club fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the City within thirty (30) days of receipt of the notice to cure from the City, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of the City, the Agreement shall automatically terminate upon expiration of the notice.

The City shall monitor the acts occurring at the ARC, as well as the conduct of its officials and employees. In the event any Negative Activity occurs as the result of the acts or omissions of City personnel or the City itself, which in the reasonable and good faith opinion of the Lions Club would disparage or impair the reputation and integrity of the Lions Club, the Lions Club shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to the City outlining such Negative Activity and exercising the Lions Club's right to terminate the Agreement. In the event the City fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the Lions Club

within thirty (30) days of the receipt of the notice of the Negative Activity, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of the Lions Club, the Agreement shall automatically terminate upon expiration of the notice to the City and in such event, the Lions Club shall be entitled to liquidated damages equal to seventy-five (75%) percent of the unaccrued Rights Fee hereinafter defined. The unaccrued Rights Fee shall be the pro rata amount of the Initial Term, calculated by dividing the Rights Fee for the Initial Term by sixty (60) months and then multiplied by the number of months remaining in the Initial Term of this Agreement as of the expiration date of the notice from the Lions Club.

10. Representations and Warranties. Each party hereto represents and warrants to the other party as follows:

- a. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the governing body of each party has reviewed and approved this Agreement and has authorized the persons executing this Agreement to do so on behalf of their respective organizations.
- b. The execution, and performance under this Agreement has not, do not and will not materially conflict with, violate or result in a breach or default of any other agreements of each party.
- c. This Agreement is a legal, valid and binding obligation, and shall be enforceable in accordance with its terms.
- d. No litigation is pending or, to the knowledge of the either party, threatened which would reasonably be expected to materially or adversely affect the ability to perform this Agreement.

11. Indemnity. The Lions Club shall indemnify, defend and hold harmless the City with respect to any negligent acts or omissions or the willful misconduct of the Lions Club or any of its officers, directors or agents, arising from the subject matter of this Agreement. The City shall indemnify, defend and hold harmless the Lions Club with respect to any ARC or Gym related accident or injury, negligent acts or omissions, or the willful misconduct of the City or its officers, directors or agents arising out of the subject matter of this Agreement. Nothing contained herein, however, shall be construed as a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities set forth within Wisconsin law, including, but not limited to, those contained under Wisconsin Statute Secs. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer, shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

12. Liaison. The Lions Club and the City shall each designate an individual or contact person who shall be responsible for coordinating all planning, designing, construction and reviews provided for herein relative to the contemplated signage, as well as coordinating all use requests, details, reviewing and assessing all signage and promotional materials required pursuant the terms

of the Agreement. In communicating with the other party, all notices required herein, each party shall have the right to designate other liaisons as may be necessary.

13. Miscellaneous Provisions/Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing addressed to the address of the intended recipients as following:

TO THE CITY: New Berlin City Clerk
 City of New Berlin
 3805 South Casper Drive
 New Berlin, WI 53151

With Copies To: New Berlin Mayor
 New Berlin Director of Community Development
 New Berlin Recreation Manager

TO THE LIONS CLUB: New Berlin Lions Club
 Attn: Jerry Johnson
 New Berlin Lions Club President
 PO Box 51024
 New Berlin, WI 53151

Neither party herein shall be nor become the agent of the other party for any purpose in connection herewith. The Lions Club shall not be liable for the City's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture.

Nothing herein contained shall be construed to give the Lions Club any control over or responsibility for operation of the ARC or Gym.

Neither party shall be in breach of this Agreement if the performance by the other party of any of its obligations hereunder is prevented because of an act of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, floods and/or the elements for such period that the party is prevented from performing, through the use of reasonable efforts, its responsibilities under this Agreement until such event as ceased.

The specific location in the Gym, as well as the signs and content of the signage, will be subject to the exclusive sole approval of the City; and the specific content and location will be more specifically described in the attached Exhibit A. The Lions Club warrants and represents that it has the authority to authorize the use of its trademark, as well as the trademarks of the Lions Club Organization to allow for its use in the context of this Agreement. The Lions Club will indemnify the City and hold it harmless against any claims for misappropriation of the logo used in the sign or any other intellectual property related to the signage involved in this Agreement, including actual attorney fees.

In the event the Lions Club changes its name or wishes to change the content of the signage, such an application shall be made to the City and the determination of whether the changes may be

authorized shall be in the sole reasonable discretion of the City. Any fees related to such a change shall be paid by the Lions Club promptly upon request.

No delay or omission of any party to exercise rights or powers under this Agreement shall be considered as a waiver or estoppel of any such right or power or shall be construed to be a waiver of any default or acquiescence herein. No waiver of any default shall be construed, taken, or held to be waiver of any other default, waiver, acquiescence in or consent to any further or succeeding default of the same nature.

In the event either party is required to commence any legal proceedings to enforce the provisions hereof or to seek any other legal redress, the prevailing party shall be entitled to recover its reasonable attorney fees incurred in connection herewith. For purposes of this paragraph, the prevailing party shall be the party for which a judgment is entered in their favor on substantially all of its claims.

This Agreement contains the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by both parties.

Wherever either party to this Agreement is required to approve or consent to be satisfied as to any matter, such party agrees that such approval, consent, or satisfaction shall not be unreasonably withheld or delayed.

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. Any actions concerning the interpretation or enforcement of this Agreement shall be brought in the Waukesha County Circuit Court.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF NEW BERLIN

CITY OF NEW BERLIN

By: _____
David A. Ament, Mayor

By: _____
Rubina Medina, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally, came before me, this ____ day of _____, 2024, the above-named David A. Ament and Rubina Medina, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mark G. Blum
Notary Public, State of Wisconsin
My Commission is permanent.

NEW BERLIN LIONS CLUB and NEW BERLIN LIONS CLUB FOUNDATION

By: _____
Jerry Johnson, President New Berlin Lions Club

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally, came before me, this ____ day of _____, 2024, the above-named Jerry Johnson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Kelmann Corporation Activity and Recreation Center (ARC) Indoor Playground Sponsorship.

DATE: February 21, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Kelmann Corporation Activity and Recreation Center Indoor Playground Sponsorship.

FISCAL IMPACT: The Kelmann Corporation is a local New Berlin business that has graciously come forward and has expressed a keen interest in sponsoring the ARC's Indoor Playground. As part of their ongoing commitment to community betterment, the Kelmann Corporation has agreed to be the \$75,000 donor of the ARC's Indoor Playground. The donation is spread out for 5 years at \$15,000 each from March 1, 2024 thru February 12, 2028.

The Indoor Playground would further be renamed the "Kelmann Kids' Zone Playground at the New Berlin Activity and Recreation Center" throughout the terms of this agreement and the City would allow for signage to be placed above the entrance doorway inside the ARC. In addition, the Kelmann Corporation would also be granted permission to place "Kelmann Restoration Kids' Zone" artwork inside the Indoor Playground.

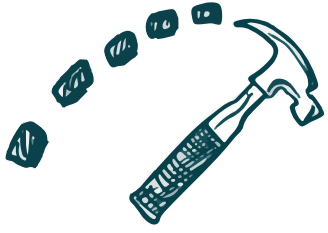
The agreement in total will commence on March 1, 2024 and run through December 31, 2028.

RATIONALE/BACKGROUND: We believe that a partnership between the Kelmann Corporation and the city would not only amplify the visibility of local contributors but also serve as a testament to the strong collaboration between civic organizations, local businesses, and local government in promoting community welfare. We believe that by working together on this initiative, we can create a more vibrant and connected community, fostering a sense of pride and gratitude among our residents.



kelmann
RESTORATION

Kids' Zone



Mollie







NAMING RIGHTS AGREEMENT
City of New Berlin Activity and Recreation Center Gymnasium

This Naming Rights Agreement (hereinafter referred to as the “Agreement”) is made and entered into this 28th day of February, 2024 (hereinafter referred to as the “Effective Date”) by and between the CITY OF NEW BERLIN, Waukesha County, Wisconsin, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”), which is a municipal corporation, duly organized and validly existing under the laws of the State of Wisconsin; and the KELMANN CORPORATION, a non-profit corporation, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office and place of business located at 12001 West Dearbourn Avenue, Wauwatosa, Wisconsin, 53226 (hereinafter referred to as the “Kelmann”).

WHEREAS, the City owns and operates a multi-purpose athletic sports complex, which is located at 15321 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “ARC”); and

WHEREAS, the City has constructed an indoor playground as part of the ARC (hereinafter referred to as the “Playground”); and

WHEREAS, the City and the Kelmann are desirous of entering into an agreement whereby in exchange for Kelmann’s agreement to pay a Rights Fee, as hereinafter defined, to the City in accordance with the terms of this Agreement, the City shall be required to use the designation “Kelmann Kids’ Zone Playground at the New Berlin Activity and Recreation Center” exclusively as the name of the Playground, and shall allow a sign to be placed above the doorway to the Playground in accordance with the terms and conditions set forth herein, and the Kelmann agrees to grant to the City certain rights in the Kelmann Corporation intellectual property solely for the purpose of creating the aforementioned signage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, including the foregoing Recitals and the considerations as set forth below, the City and the Kelmann do hereinafter agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a material part of this Agreement.

2. Term and Notice of Renewal. The term of this Agreement shall commence on March 1, 2024 and shall end on the 28th day of February, 2029 (the “Initial Term”). The City and Kelmann shall each have the right to not renew and terminate this Agreement by giving written notice of the intent to non-renew to the other party. Such notice of non-renewal shall be given no later than December 31, 2028. In no event shall the provisions under this paragraph be interpreted as a termination for a convenience with respect to the Initial Term.

In the event either party gives the other party a timely notice of non-renewal, the Initial Term of this Agreement will end, and the Agreement shall terminate on of February 28, 2029. If, however, neither party notifies the other party of non-renewal, an “Exclusive Renewal Term” shall commence automatically on March 1, 2029 and shall terminate on February 28, 2034 (the “Renewal Term”), provided that the City gives written notice of such automatic renewal to Kelmann no later than December 1, 2028. The Initial Term and Renewal Term, if exercised, shall collectively be referred to as the “Term”.

In the event the City receives a written offer before December 1, 2028 from another third party sponsor or vendor interested in sponsoring the Playground after the Initial Term has expired, (hereinafter the “Third Party Offer”) on similar or more favorable terms as the terms set forth in this Agreement, based upon the objective expressed terms of this Agreement, the City may elect to provide written notice of its intent not to renew, along with a copy of the Third Party Offer, which Third Party Offer shall include the terms and conditions upon which the same is being made. The City and Kelmann agree and acknowledge that when valuing the objective expressed terms of this Agreement, any and all additional marketing activities set forth in this Agreement, excluding specifically the Term, Rights Fee and Naming, of the Playground shall have a total estimated marketing value of not less than Seventy Five Thousand (\$75,000.00) Dollars over the Initial Term. In the event the City receives a Third Party Offer before December 1, 2028, and provided that Kelmann is not in default under the terms of this Agreement, the City shall grant to Kelmann the right to match the terms of the Third Party Offer for the Renewal Term. Pursuant to this right to match, Kelmann shall have the right, but not the obligation, to tender an offer to the City within thirty (30) days of the receipt by Kelmann of the City’s notice of intent to non-renew and the Third Party Offer on identical, similar or more favorable terms and conditions as outlined in the Third Party Offer. In the event Kelmann fails to exercise their right to match, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and Kelmann.

In the event the City provides written notice of its intention to renew before December 1, 2028 without a pending Third Party Offer, and provided Kelmann is not default under the terms of this Agreement, the City shall grant Kelmann the right to renew for the Renewal Term. Kelmann shall provide written notice of Kelmann’s intent to exercise the right to renew within thirty (30) days of receipt by Kelmann of the City’s notice of intent to renew under the terms and conditions outlined herein. In the event Kelmann fails to exercise its right to renew, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and Kelmann.

3. Use of Kelmann Name and Logo. The parties acknowledge and agree that during the Initial Term, the City shall use and refer to the Playground as the “Kelmann Kids’ Zone Playground at the New Berlin Activity and Recreation Center”. The parties further agree that the City shall not be obligated to commence any marketing efforts or to post any signage within the Playground until the initial payment for the Right Fee as provided for hereunder is received. The name of the Playground shall not be changed without the prior written approval of Kelmann during the term of this Agreement. The City further agrees, without limitation, as follows:

- a. To use its best efforts to cause Kelmann name and logo to be mentioned and displayed in connection with certain public service announcements and media materials and Recreation Department materials related to the ARC and the

Playground, and originated or permitted by the City for use at a City sanctioned event.

- b. To use its best efforts to cause Kelmann name and logo to appear in all printed materials related to the ARC and Playground to the extent that the preparation or purchase of such printed materials are originated or permitted by the City for use at or in promotion of a City sanctioned event.
- c. To use its best efforts to cause the Kelmann name and logo to appear on all web-based content related to the ARC and Playground, and events taking place therein, and to provide a link to the Kelmann website to the extent that the preparation of such web-based content related to the ARC and Playground are originated and permitted by the City as part of its Recreation Department Programming.

With regard to the foregoing requirements, the parties agree to act in good faith, to agree upon the exact size, location and depiction of the Kelmann name and logo to be employed by the City in its printed or web-based content, which depiction, design and construction shall take place at Kelmann's sole cost and expense. Kelmann agrees that the City will invoice Kelmann for such costs and Kelmann agrees to pay those costs within thirty (30) days of its receipt of such billing.

4. Removal. Upon the expiration of the Term or earlier termination of this Agreement, the City shall remove the signage as provided for hereunder and shall bill Kelmann for the actual out-of-pocket costs directly associated with the removal and restoration of the location of the sign to its condition prior to the placement of said signage. Kelmann agrees to pay all reasonable invoices for such actual out-of-pocket costs within thirty (30) days of its receipt of them.

5. Rights Fee. In consideration for the rights granted under this Agreement for the Initial Term, Kelmann hereby agrees to pay to the City a Rights Fee (hereinafter referred to as the "Rights Fee") in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, which shall be paid in five (5) equal installments of Fifteen Thousand (\$15,000.00) Dollars; with the first such payment being due on or before February 12, 2024 and on the same date of each year thereafter with the last payment for the initial term being due on or before February 12, 2028. All payments due hereunder shall be remitted to the City of New Berlin, Attention: Director of Finance, 3805 South Casper Drive, New Berlin, Wisconsin, 53151. The City acknowledges and agrees that this Agreement is the first in a series of agreements as part of a capital contribution campaign initiated by the City to fund the construction and improvements to the ARC, as well as any costs associated with the operation and maintenance of the ARC. Kelmann and the City agree the funds being tendered hereunder shall be utilized by the City for the capital costs of the construction of the ARC, as well as costs related to the maintenance and operation thereof. As a donation, this Rights Fee shall not be considered a direct payment to the City's General Fund. By executing this Agreement, the City of New Berlin Common Council agrees to this designation for the use of the funds. In the event the City delivers to Kelmann written notice of its intent to non-renew this Agreement in accordance with the aforementioned provisions of this Agreement and Kelmann exercises its right to match, the parties agree that the Rights Fee for the Renewal Term shall be the amount specified in the Third Party Offer, unless Kelmann and the City mutually agree otherwise. In the event Kelmann exercises its right to renew, the parties agree the Rights Fee for the Renewal Term, if exercised, shall be in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, payable in five (5) annual installments of Fifteen Thousand (\$15,000.00) Dollars.

6. Additional Obligations of the City. In exchange for receiving the Rights Fee and in addition to the obligations set forth above, the City shall:

- a. Authorize Kelmann to utilize the Playground for its private use twice during the duration of the sponsorship on dates and times mutually agreed to between the City and Kelmann. Kelmann agrees to give the City not less than sixty (60) days written notice of its desire to exercise the rights provided under this paragraph.
- b. Kelmann acknowledges that it will enter into a separate Facility Use Agreement for use of the Playground with the City, which form of said Facility Use Agreement shall be in the customary form approved and utilized by the City for other City facilities.
- c. Kelmann understands and acknowledges that Kelmann shall be required to furnish a Certificate of Insurance for any such use provided for under this paragraph in accordance with the terms of the Facility Use Agreement typically utilized by the City, unless otherwise waived in writing by the City.
- d. Kelmann further agrees to indemnify the City and hold it harmless against any claims, demands, actions or causes of action which may arise against the City as a direct result of the use of Kelmann's name or logo provided for hereunder.
- e. Kelmann is further provided with the option, at its sole discretion subject to reasonable restrictions imposed by the City, to host a booth at special events at the ARC during the term of this Agreement to provide users of the ARC with information about Kelmann and its programming and activities. However, Kelmann shall not be permitted to sell any product at such exhibit/booth location except as expressly permitted, in writing, by the City.
- f. The City agrees to create an official announcement and special recognition event for naming right sponsors, including Kelmann. Said event to occur on February 24, 2024.

7. Default and Remedies. In the event Kelmann fails to make a Rights Fee installment payment when due pursuant to Section 5 herein and if such failure continues for a period of fifteen (15) days after written notice to Kelmann to cure such failure, or in the event Kelmann fails to comply with any obligation of Kelmann contained hereunder, and such failure continues for a period of thirty (30) days after written notice to Kelmann to cure such failure, the City shall be entitled to exercise any of the following remedies:

- a. To cause the Term to end on a date specified in such notice, which date shall be not less thirty (30) days after the date of the notice.
- b. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

In the event that the City fails to comply with any of its material obligations under this Agreement,

which failure to continue for a period of thirty (30) days after notice thereof to the City from

Kelmann; provided, however, such failure is not reasonably curable within thirty (30) days, the City shall be afforded a reasonable time to cure a remedy of such failure so long as the City, in good faith, is attempting, at all reasonable times, during such period to cure such failure, or if the City shall utilize any name of the Playground other than as provided for in this Agreement without the express permission of Kelmann, Kelmann shall have the right to any one or more of the following remedies:

- a. To terminate this Agreement.
- b. To receive a refund of the Rights Fee for any time in which the City's default occurred and continued to occur without an attempt being made by the City to cure.
- c. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

Notwithstanding the foregoing, the City's failure to comply with the requirements set forth herein on any one occasion shall not constitute a City default if the City has substantially complied with the terms of this Agreement and has used good faith efforts to ensure compliance by its personnel and officials.

8. Assignment. Neither party shall transfer or assign its rights or obligations under this Agreement without the express written permission of the other party, provided that such permission shall not be unreasonably withheld.

9. Morals Clause. If Kelmann, or any of its officers, directors or Board members, commits any act which, if in the reasonable and good faith opinion of the City, would disparage or impair the reputation and integrity of the City (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violation, sexual allegations involving any minor, or any other act of moral turpitude; collectively "Negative Activity"), the City shall have the right to terminate this Agreement by providing thirty (30) days written notice to Kelmann outlining such Negative Activity and exercising the City's right to terminate. In the event the Kelmann fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the City within thirty (30) days of receipt of the notice to cure from the City, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of the City, the Agreement shall automatically terminate upon expiration of the notice.

The City shall monitor the acts occurring at the ARC, as well as the conduct of its officials and employees. In the event any Negative Activity occurs as the result of the acts or omissions of City personnel or the City itself, which in the reasonable and good faith opinion of Kelmann would disparage or impair the reputation and integrity of Kelmann, Kelmann shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to the City outlining such Negative Activity and exercising Kelmann's right to terminate the Agreement. In the event the City fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of Kelmann within thirty (30) days of the receipt of the notice of the Negative Activity, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of Kelmann,

the Agreement shall automatically terminate upon expiration of the notice to the City and in such event, Kelmenn shall be entitled to liquidated damages equal to seventy-five (75%) percent of the unaccrued Rights Fee hereinafter defined. The unaccrued Rights Fee shall be the pro rata amount of the Initial Term, calculated by dividing the Rights Fee for the Initial Term by sixty (60) months and then multiplied by the number of months remaining in the Initial Term of this Agreement as of the expiration date of the notice from the Kelmenn.

10. Representations and Warranties. Each party hereto represents and warrants to the other party as follows:

- a. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the governing body of each party has reviewed and approved this Agreement and has authorized the persons executing this Agreement to do so on behalf of their respective organizations.
- b. The execution, and performance under this Agreement has not, do not and will not materially conflict with, violate or result in a breach or default of any other agreements of each party.
- c. This Agreement is a legal, valid and binding obligation, and shall be enforceable in accordance with its terms.
- d. No litigation is pending or, to the knowledge of the either party, threatened which would reasonably be expected to materially or adversely affect the ability to perform this Agreement.

11. Indemnity. Kelmenn shall indemnify, defend and hold harmless the City with respect to any negligent acts or omissions or the willful misconduct of Kelmenn or any of its officers, directors or agents, arising from the subject matter of this Agreement. The City shall indemnify, defend and hold harmless Kelmenn with respect to any ARC or Playground related accident or injury, negligent acts or omissions, or the willful misconduct of the City or its officers, directors or agents arising out of the subject matter of this Agreement. Nothing contained herein, however, shall be construed as a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities set forth within Wisconsin law, including, but not limited to, those contained under Wisconsin Statute Secs. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer, shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

12. Liaison. Kelmenn and the City shall each designate an individual or contact person who shall be responsible for coordinating all planning, designing, construction and reviews provided for herein relative to the contemplated signage, as well as coordinating all use requests, details, reviewing and assessing all signage and promotional materials required pursuant the terms of the Agreement. In communicating with the other party, all notices required herein, each party shall have the right to designate other liaisons as may be necessary.

13. Miscellaneous Provisions/Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing addressed to the address of the intended recipients as following:

TO THE CITY: New Berlin City Clerk
 City of New Berlin
 3805 South Casper Drive
 New Berlin, WI 53151

With Copies To: New Berlin Mayor
 New Berlin Director of Community Development
 New Berlin Recreation Manager

TO KELMANN: Kelmann Corporation
 Attn: Tom Kelly
 12001 West Dearbourn Avenue
 Wauwatosa, Wisconsin, 53226

Neither party herein shall be nor become the agent of the other party for any purpose in connection herewith. Kelmann shall not be liable for the City's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture.

Nothing herein contained shall be construed to give Kelmann any control over or responsibility for operation of the ARC or Playground.

Neither party shall be in breach of this Agreement if the performance by the other party of any of its obligations hereunder is prevented because of an act of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, floods and/or the elements for such period that the party is prevented from performing, through the use of reasonable efforts, its responsibilities under this Agreement until such event as ceased.

The specific location in the Playground, as well as the signs and content of the signage, will be subject to the exclusive sole approval of the City; and the specific content and location will be more specifically described in the attached Exhibit A. Kelmann warrants and represents that it has the authority to authorize the use of its trademark, as well as the trademarks of Kelmann Organization to allow for its use in the context of this Agreement. Kelmann will indemnify the City and hold it harmless against any claims for misappropriation of the logo used in the sign or any other intellectual property related to the signage involved in this Agreement, including actual attorney fees.

In the event Kelmann changes its name or wishes to change the content of the signage, such application shall be made to the City and the determination of whether the changes may be authorized shall be in the sole reasonable discretion of the City. Any fees related to such change shall be paid by Kelmann promptly upon request.

No delay or omission of any party to exercise rights or powers under this Agreement shall be considered as a waiver or estoppel of any such right or power or shall be construed to be a waiver of any default or acquiescence herein. No waiver of any default shall be construed, taken or held to be a waiver of any other default, waiver, acquiescence in or consent to any further or succeeding default of the same nature.

In the event either party is required to commence any legal proceedings to enforce the provisions hereof or to seek any other legal redress, the prevailing party shall be entitled to recover its reasonable attorney fees incurred in connection herewith. For purposes of this paragraph, the prevailing party shall be the party for which a judgment is entered in their favor on substantially all of its claims.

This Agreement contains the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by both parties.

Wherever either party to this Agreement is required to approve or consent to be satisfied as to any matter, such party agrees that such approval, consent, or satisfaction shall not be unreasonably withheld or delayed.

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. Any actions concerning the interpretation or enforcement of this Agreement shall be brought in the Waukesha County Circuit Court.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF NEW BERLIN

CITY OF NEW BERLIN

By: _____
David A. Ament, Mayor

By: _____
Rubina Medina, Clerk

STATE OF WISCONSIN)
) ss.

COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named David A. Ament and Rubina Medina, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mark G. Blum
Notary Public, State of Wisconsin
My Commission is permanent.

KELMANN CARES FOUNDATION, INC.

By: _____

STATE OF WISCONSIN)
) ss.

COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
TJ Watkins, Recreation Specialist

RE: Requested Action Statement for the approval of Program Instructor Services Agreement.

DATE: February 20, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Dennis Roscoe to provide recreation Astronomy lessons.

FISCAL IMPACT: The City will receive \$5 per participant upon completion of each class.

RATIONALE/BACKGROUND: To ensure ongoing recreational enrichment programs, the Recreation Department is seeking to collaborate with Dennis Roscoe. The Recreation Department is looking to grow youth enrichment and Dennis Roscoe's Astronomy classes would be a great addition.

SERVICES AGREEMENT



This Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 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 DENNIS ROSCOE DBA ROSCOE SKIES (hereinafter referred to as “Instructor”).

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides youth and adult astronomy programs and seminars; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2024.

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. Instructor holds himself out as being qualified to provide astronomy instructional seminars. The City does hereby retain the Instructor to perform astronomy instruction as provided for hereunder.
2. All classes are to be held at 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 from time to time, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling.
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 astronomy class 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 retirement system or social security withholding.

7. Instructor accepts liability for damage to participant's equipment that occurs from Instructor's instruction during class. City acknowledges Instructor is only responsible for the area of the building the class is programmed in during the time the class advertised. Instructor will check the building area upon leaving, turn off lights, and restore the room to previous set-up. Instructor is not liable for damage to building after the class has ended and participants have left.

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 performance of the work 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 his employees and/or agents.

10. The Instructor agrees to maintain supervision of class participants who are minors until the minor is picked up by a parent, guardian or authorized adult. The Instructor agrees not to permit minor class participants to wander about the ARC outside of the class schedule.

11. 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.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:

INSTRUCTOR:

City of New Berlin

**Dennis Roscoe dba
Roscoe Skies**

By: _____

By: _____



Committee of the Whole MEETING MINUTES

February 19, 2024 - 5:30 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 5:31PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa, Alderperson La Fever

Excused: Alderperson Joseph Stribl

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

Rubina Medina stated that a quorum was established, and the meeting was properly noticed.

3. APPROVAL OF MINUTES

A. January 23, 2024 Committee of the Whole Meeting Minutes

MOTION: Motion to approve

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

4. UTILITY & FINANCE

A. Discussion and recommendation to Common Council approval of the February 14, 2024 Water Utility claims in the amount of \$142,981.94, Sewer Utility claims in the amount of \$21,234.32 and General City Claims in the amount of \$1,527,280.98. Tax overpayment checks totaling \$102,671.46 were also generated. US Bank VISA EFT of \$17,781.22 for 2023 Invoices and \$19,714.47 for 2024 Invoices. We Energies EFT of \$71,486.75

MOTION: Motion to Approve

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

5. MISCELLANEOUS

A. Discussion and recommendation to Common Council approval of Ordinance No. 2690, an ordinance to amend section 6-7 of the City of New Berlin Municipal Code regarding the Police and Fire Commission per the RAS submitted by Alderman Hopkins

MOTION: Motion to Approve

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

- B.** Discussion and recommendation to Common Council for the approval to revisit the RFP process looking for companies to erect a two-sided Digital Out Of Home Sign near the intersection of Wall Street and Moorland Rd on the ARC property per the RAS submitted by Alderman Stribl

MOTION: Motion to approve

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

6. ADJOURN

MOTION: Motion to adjourn at 5:36 PM

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

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



REQUESTED ACTION STATEMENT

DATE: February 20, 2024

TO: Mayor
Common Council

FROM: Josh Radomski – Director of Public Works

ISSUE:

Resolution Number 2024-04: A Resolution Amending the 2024 Capital Projects Budget

REQUESTED:

Recommend Council to approve Resolution Number 2024-04: A Resolution Amending the Capital Projects Budget in the following ways:

EXPENDITURES - Increase

04059100-61217-C2024	BRUSH CHIPPER	\$ 10,000
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EXPENDITURES - Decrease

04059100-61213-C2023	ONE TON DUMP TRUCK	\$ 10,000
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FISCAL IMPACT:

The City has already allocated \$85,000 to purchase a new brush chipper truck as part of the 2024 Capital Improvement Program. By reallocating \$10,000 from the One Ton Dump Truck (Account #04059100-61213-C2023) to the Brush Chipper (Account #04059100-61217-C2024) account, the DPW-Parks will be able to purchase a 21" chipper instead of a 19" chipper. This increases the capacity of the chipper by 22% and will enhance our ability to complete forestry work within the city. The savings on the One Ton Dump Truck were realized by building the truck in-house.

RATIONALE:

By purchasing a 21" chipper instead of a 19" chipper, we are able to realize a significant increase in the capacity which will reduce the amount of time required to perform chipping operations. This will save staff time and increase the efficiency of our forestry operations.

RESOLUTION NUMBER 2024-04

A RESOLUTION AMENDING THE 2024 CAPITAL PROJECTS BUDGET

WHEREAS, transferring upspent capital money to the brush chipper account allows the department to purchase a 21" instead of a 19" chipper. This will increase capacity by 22% and increase efficiency.

WHEREAS, It was determined that the Capital Projects Budget had to be amended to accomplish this goal.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be reallocated as follows:

EXPENDITURES - Increase

04059100-61217-C2024	BRUSH CHIPPER	\$ 10,000
----------------------	---------------	-----------

EXPENDITURES - Decrease

04059100-61213-C2023	ONE TON DUMP TRUCK	\$ 10,000
----------------------	--------------------	-----------

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 27th day of February 2024.

David Ament, Mayor

Countersigned:

Rubina R. Medina, City Clerk



REQUESTED ACTION STATEMENT

February 27th, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss, Police Department

ISSUE:

Waukesha County Health and Human Services NARCAN Contract

REQUESTED:

Recommend to the Council to enter into a new three-year contract with the Waukesha County Health and Human Services Department for NARCAN distribution and training.

FISCAL IMPACT:

There is no fiscal impact associated with the NARCAN contract between the Waukesha County Health and Human Services Department and the New Berlin Police Department.

RATIONALE:

The police department has had an existing contract with the Waukesha County Health and Human Services Department for the last 10 years and that contract has since expired. The New Berlin city attorney's office has viewed the new proposed contract and has granted approval of the terms and conditions. The NARCAN supply and associated training is provided by the Waukesha County Health and Human Services Department to the New Berlin Police Department at no cost.

CONTRACT FOR TRAINING SERVICES AND NALOXONE DISTRIBUTION

This Contract is between _____, hereafter referred to as "Community Partner" and Waukesha County, through the Department of Health and Human Services, hereafter referred to as "County."

GOAL: To create and implement a comprehensive Opioid Overdose Education and Prevention approach throughout Waukesha County and its communities.

I. DESCRIPTION OF SERVICES: The County receives Naloxone (Narcan) from the State of Wisconsin as part of the Narcan Direct Program for providing Naloxone (Narcan) to people at risk of experiencing an opioid overdose and to people and agencies in a position to assist a person at risk of experiencing an opioid overdose.

1. County Responsibilities.

- (a) County, through its Clinical Services Division, will:
 - 1. Maintain compliance with the Wisconsin Department of Health Services – Narcan Direct Program.
 - 2. Provide Community Partner with Opioid Overdose Education and training related to Naloxone (Narcan) Administration that has received the approval of the Medical Director, a licensed physician, of the Waukesha County Department of Health and Human Services.
 - 3. Provide Naloxone (Narcan) free of cost to Community Partner pursuant to the Medical Director's standing order.
- (b) The County and Community Partner will agree on schedule, frequency, and duration of training sessions. The County may, at its sole discretion, subcontract with another entity to provide any training.
- (c) The amount, frequency, and manner of the distribution of Naloxone (Narcan) to the Community Partner by the County shall be at the County's sole discretion.

2. Community Partner Responsibilities.

- (a) Community Partner will supply the County with requested demographic information for each police officer/staff member receiving Overdose Prevention training and Naloxone (Narcan) kits.
- (b) If Community Partner redistributes Naloxone (Narcan) to community members, Community Partner will provide the County with the number of community members that receive distribution from the Community Partner.
- (c) Community Partner shall be responsible for complying with any and all State and Federal rules and regulations regarding Naloxone (Narcan) distribution and administration, including, but not limited to, Wisconsin Statute §256.40. This Contract, and the provisions contained herein, shall satisfy the requirements under Wisconsin Statute §256.40(3)(a).
- (d) Community Partner shall be solely responsible for the administration and use of Naloxone (Narcan).

II. TERM:

This Contract shall be effective as of August 1, 2023, and terminate on December 31, 2026.

III. FEES AND PAYMENT:

County will perform Opioid Overdose Education and Naloxone (Narcan) Administration Training at no cost to Community Partner. If the County subcontracts for any trainings, such training will be

provided at no cost to Community Partner. Naloxone kits provided by the County shall be at no cost to the Community Partner.

IV. TERMINATION:

Either party may terminate this Contract for any reason upon sixty (60) days written notice.

V. CONTACT PERSONS:

County Point of Contact:

Name and Title: John Kettler, Integrated Services Coordinator
Address: Waukesha County Department of Health and Human Services
514 Riverview Drive
Waukesha, WI 53188
Phone: (262)548-7700
Email: jkettler@waukeshacounty.gov

Community Partner Point of Contact:

Name and Title: _____
Address: _____

Phone: _____
Email: _____

VI. INDEPENDENT CONTRACTOR: Nothing in this Contract shall constitute or be construed to create an employment relationship, a partnership or joint venture between the County and Recipient.

VII. CHANGES: All changes that are mutually agreed upon between the parties shall be in writing and designated as written amendments to this Contract. If the identified contact person changes during the terms of this Contract, the change shall be communicated between the parties in writing.

VIII. INDEMNITY: To the extent authorized by Wisconsin law and subject to Wisconsin Statutes § 893.80 and § 895.46, each party agrees that it shall be responsible for any loss or expenses, including costs and attorney fees, arising from or incidental to the act or omission of its respective officers, officials, agents, or employees in performing work under this Contract.

Both Parties agree to indemnify, defend, and hold harmless (the "Indemnifying Party") the other party and its affiliates, officers, directors, and employees, (the "Indemnified Party") from all losses, liabilities, costs, damages penalties, fines and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from any and all third-party claims, demands, threats, suits or proceedings (each, a "Claim") that arise out of, in connection with, or occurs during the course of this Contract, where such liability is founded upon or grows out of the acts or omissions of any employee, contractor, volunteer, intern, student, or agent of the Indemnifying Party.

Nothing in this Contract, including but not limited to the indemnification and limitation of liability terms, shall in any way constitute a waiver by either Party of any immunity, liability limitation, limitation on the amount recoverable, or any other protections available to either Party under Wisconsin Statute §

893.80 or any other applicable statute or law.

- IX. VENUE AND APPLICABLE LAW:** Any lawsuits related to this Contract shall be tried in the Circuit Court of Waukesha County, Wisconsin. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- X. INSURANCE:** Each party shall be responsible to meet its own insurance requirements during the terms of this Contract.
- XI. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any other agreements, whether verbal or written, between the parties regarding the services described herein.
- XII. SIGNATURES:**

Community Partner Authorized Representative

Typed Name: _____

Title: _____

Signature: _____

Date: _____

Waukesha County Department of Health and Human Services Authorized Representative

Typed Name: Elizabeth Aldred

Title: Director, Waukesha County Department of Health and Human Services

Signature: _____

Date: _____



REQUESTED ACTION STATEMENT

February 27th, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss, Police Department

ISSUE:

Axon TASER 10 Contract

REQUESTED:

Recommend to Council to enter into a new five -year contract with Axon for police equipment (TASER 10). The current five-year contract for TASER 7 equipment will come to an end in June 2024. If approved by the Council, the new contract will be subject to approval by the New Berlin city attorney's office and signed by Chief Hingiss and Mayor Ament.

FISCAL IMPACT:

The TASER 10 five-year contract with Axon would be a total of \$179,271.20. This cost could be broken down into yearly payments over the next five years or paid in full.

Aug 2024: \$35,854.24
Aug 2025: \$35,854.24
Aug 2026: \$35,854.24
Aug 2027: \$35,854.24
Aug 2028: \$35,854.24

Common Council Funding
TASER 10 Contract

Amount
\$179,271.20

RATIONALE:

The police department has had a contract with Axon for TASER equipment for the last 20 years, and the current 5-year contract will come to an end in June 2024. At the conclusion of the contract, our TASER 7 equipment will be out of warranty and a new contract will be needed for adequate product support. TASERs are a necessary piece of equipment in modern day law enforcement and all New Berlin Police Officers are trained in the TASER weapons system. The police department currently uses the TASER 7 platform which was an upgrade from the XP26 platform of 10 years ago. The police department has been very satisfied with the Axon product and would like to continue the TASER program with the purchase of the new TASER 10. The TASER 10 is a significantly superior weapon system compared to the TASER 7 which would make police work much safer for both officers and the public. The price difference between the TASER 10 and the TASER 7 is relatively small and the police department has a history of upgrading to the new TASER model when available. If approved by the Council, the contract will be subject to approval by the New Berlin city attorney's office. Once the contract is approved by the New Berlin city attorney's office, it will be signed by Chief Hingiss and Mayor Ament.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-541979-45341.975NB

Issued: 02/19/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 112386

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
New Berlin Police Department - WI 16300 W National Ave New Berlin, WI 53151-5510 USA	New Berlin Police Department - WI 16300 W National Ave New Berlin WI 53151-5510 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Milne Phone: Email: kmilne@axon.com Fax:	Steven Thompson Phone: 2627808116 Email: thompson@nbpolice.org Fax: (262) 782-9033

Quote Summary

Program Length	60 Months
TOTAL COST	\$179,271.20
ESTIMATED TOTAL W/ TAX	\$179,271.20

Discount Summary

Average Savings Per Year	\$11,324.96
TOTAL SAVINGS	\$56,624.80

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$35,854.24	\$0.00	\$35,854.24
Aug 2025	\$35,854.24	\$0.00	\$35,854.24
Aug 2026	\$35,854.24	\$0.00	\$35,854.24
Aug 2027	\$35,854.24	\$0.00	\$35,854.24
Aug 2028	\$35,854.24	\$0.00	\$35,854.24
Total	\$179,271.20	\$0.00	\$179,271.20

Quote Unbundled Price:	\$235,896.00
Quote List Price:	\$199,146.00
Quote Subtotal:	\$179,271.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	22	60	\$95.99	\$81.24	\$73.13	\$96,531.60	\$0.00	\$96,531.60
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	48	60	\$34.17	\$28.17	\$25.36	\$73,036.80	\$0.00	\$73,036.80
A la Carte Hardware									
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48			\$83.20	\$74.89	\$3,594.72	\$0.00	\$3,594.72
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,108.08	\$6,108.08	\$0.00	\$6,108.08
Total							\$179,271.20	\$0.00	\$179,271.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	22	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	22	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	22	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	440	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	140	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	220	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	22	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	22	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	4	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	480	08/01/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	290	08/01/2024
A la Carte	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	08/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	180	08/01/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	08/01/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	390	08/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	08/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	180	08/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	08/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	380	08/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	08/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	170	08/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	08/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	390	08/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	08/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	180	08/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	08/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	380	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	22	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	22	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	48	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	48	09/01/2024	08/31/2029

Non-Binding Budgetary Estimate

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	22
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	48
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	22	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	22	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	08/01/2025	08/31/2029

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	\$718.94	\$0.00	\$718.94
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,221.62	\$0.00	\$1,221.62
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	22	\$19,306.32	\$0.00	\$19,306.32
Year 1	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	48	\$14,607.36	\$0.00	\$14,607.36
Total				\$35,854.24	\$0.00	\$35,854.24

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	\$718.94	\$0.00	\$718.94
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,221.62	\$0.00	\$1,221.62
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	22	\$19,306.32	\$0.00	\$19,306.32
Year 2	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	48	\$14,607.36	\$0.00	\$14,607.36
Total				\$35,854.24	\$0.00	\$35,854.24

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	\$718.94	\$0.00	\$718.94
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,221.62	\$0.00	\$1,221.62
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	22	\$19,306.32	\$0.00	\$19,306.32
Year 3	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	48	\$14,607.36	\$0.00	\$14,607.36
Total				\$35,854.24	\$0.00	\$35,854.24

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	\$718.94	\$0.00	\$718.94
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,221.62	\$0.00	\$1,221.62
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	22	\$19,306.32	\$0.00	\$19,306.32
Year 4	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	48	\$14,607.36	\$0.00	\$14,607.36
Total				\$35,854.24	\$0.00	\$35,854.24

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	\$718.94	\$0.00	\$718.94
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,221.62	\$0.00	\$1,221.62
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	22	\$19,306.32	\$0.00	\$19,306.32
Year 5	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	48	\$14,607.36	\$0.00	\$14,607.36
Total				\$35,854.24	\$0.00	\$35,854.24

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

