



# Committee of the Whole Meeting Agenda

March 11, 2025 - 6:00 PM  
Council Chambers  
3805 S. Casper Drive

Published: 3/7/2025

## AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. February 25, 2025, Committee of the Whole Meeting Minutes
4. **UTILITY & FINANCE**
  - A. Discussion and possible action to recommend to the Common Council approval of the March 12th, 2025 Water Utility claims in the amount of \$24,916.03, Sewer Utility claims in the amount of \$158,573.68 and General City claims in the amount of \$796,409.18
5. **LICENSES & PERMITS**
  - A. Discussion and possible action to recommend to the Common Council approval for a Change of Agent for Cool Golf, LLC, doing business as Sunny Slope Golf Course, appointing Stu Bloom as the new agent for the liquor licensing period ending June 30, 2025
6. **MISCELLANEOUS**
  - A. Discussion and possible action to recommend to the Common Council approval of a Scope of Services to hire raSmith to conduct the bi-annual citywide roadway PASER evaluation in an amount not to exceed \$35,700
7. **ADJOURN**

### Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at [www.NewBerlinWI.gov](http://www.NewBerlinWI.gov). Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.



# Committee of the Whole MEETING MINUTES

February 25, 2025 - 6:00 PM  
Council Chambers  
3805 S. Casper Drive

## MINUTES

### 1. CALL MEETING TO ORDER

Mayor Ament called the Committee of the Whole meeting to order at 6:00 PM.

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

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

Staff Present on the Dais: Mayor Dave Ament, City Attorney Thomas Schmitzer, City Clerk Rubina R. Medina

Other Staff Present: Human Resources Director, Melissa Beck, Public Works Director, Lucas Pichler, Police Chief Jeff Hinigiss, Library Director, Natalie Beacom

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

### 3. APPROVAL OF MINUTES

#### A. February 11th, 2025 Committee of the Whole Meeting Minutes

**MOTION:** Motion to approve

**VOTE:** Motion by: Kroupa  
Second by: Horbinski  
Motion 7-0

### 4. UTILITY & FINANCE

#### A. Discussion and possible action to recommend to Common Council approval of February 26th, 2025, Water Utility claims in the amount of \$236,561.94, Sewer Utility claims in the amount of \$6,776.58, and General City claims in the amount of \$1,799,427.61. WE Energies EFT of \$78,697.37

**MOTION:** Motion to approve

**VOTE:** Motion by: Harenda  
Second by: Stribl  
Motion 7-0

### 5. MISCELLANEOUS

- A.** Discussion and possible action to recommend to the Common Council approval of the Salary Study and proposed 2025 Employee Compensation Adjustments

Human Resources Director, Melissa Beck, provided an overview of the salary study included in the agenda packet.

**MOTION:** Motion to approve

**ROLL CALL** Motion by: Stribl

**VOTE:** Second by: Hopkins  
Motion 7-0

**6. ADJOURN**

**MOTION:** Motion to adjourn at 6:22 PM

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

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

Form  
AB-101Alcohol Beverage  
Appointment of AgentDate  
1-31-25

## Agent Type (check one)

- ☐
- Original (no fee)
- ☒
- Successor (\$10 fee for municipal licensees only)

## Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Cool Golf LLC

2. Business Trade Name or DBA

Sunny Slope Golf Course

3. Entity Type (check one)

- ☒
- Limited Liability Company
- ☐
- Corporation
- ☐
- Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒
- Municipal Retail License
- ☐
- State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

2024 27

6. Describe the reason for appointing a successor agent, if successor is checked above.

Stu is the new manager

## Part B: Agent Information

1. Last Name Bloom 2. First Name Stu 3. M.I.

4. Email Sbloom1@wi.rr.com 5. Phone

6. Home Address

301 Glacier Ct

7. City Waukesha 8. State WI 9. Zip Code 53188 10. Age 59

11. Drivers License [REDACTED] 12. Drivers License/State ID State of Issuance Wisconsin

## Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ..... ☒ Yes ☐ No  
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or  
Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? ..... ☒ Yes ☐ No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... ☒ Yes ☐ No  
See instructions for exceptions.

Continued →

**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

|           |                 |            |                   |       |              |
|-----------|-----------------|------------|-------------------|-------|--------------|
| Last Name | Bloom           | First Name | Stu               | M.I.  |              |
| Title     | General Manager | Email      | Sbloom1@wi.rr.com | Phone | 762-993-0141 |
| Signature | Stu Bloom       |            |                   | Date  | 1/29/25      |

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

|           |           |            |     |      |              |
|-----------|-----------|------------|-----|------|--------------|
| Last Name | Bloom     | First Name | Stu | M.I. |              |
| Signature | Stu Bloom |            |     | Date | Jan 07, 2025 |

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

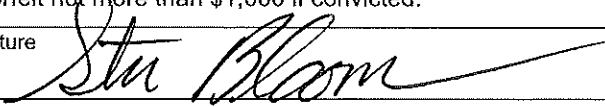
|                                                                                                                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Part A: Business Information</b>                                                                                                                                                                                                                            |  |
| 1. Legal Business Name (individual name if sole proprietor)<br><i>Sunnyslope Golf Course</i>                                                                                                                                                                   |  |
| 2. Business Trade Name or DBA<br><i>Cool Golf LLC</i>                                                                                                                                                                                                          |  |
| 3. Entity Type (check one)<br><input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization |  |

|                                                               |  |                                      |                                                                    |                                 |                                 |
|---------------------------------------------------------------|--|--------------------------------------|--------------------------------------------------------------------|---------------------------------|---------------------------------|
| <b>Part B: Individual Information</b>                         |  |                                      |                                                                    |                                 |                                 |
| 1. Last Name<br><i>Bloom</i>                                  |  | 2. First Name<br><i>Stu</i>          |                                                                    | 3. M.I.                         |                                 |
| 4. Relationship to Business (Title)<br><i>General Manager</i> |  | 5. Email<br><i>Sbloom1@wi.rr.com</i> |                                                                    | 6. Phone<br><i>262-993-0141</i> |                                 |
| 7. Home Address<br><i>301 Glacier Ct</i>                      |  |                                      |                                                                    |                                 |                                 |
| 8. City<br><i>Waukesha</i>                                    |  | 9. State<br><i>WI</i>                | 10. Zip Code<br><i>53188</i>                                       |                                 | 11. Date of Birth<br>[REDACTED] |
| 12. Drivers License/State ID Number<br>[REDACTED]             |  |                                      | 13. Drivers License/State ID State of Issuance<br><i>Wisconsin</i> |                                 |                                 |

|                                                                                                                      |                           |                    |                           |                    |                           |                    |                           |
|----------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|---------------------------|--------------------|---------------------------|--------------------|---------------------------|
| <b>Part C: Address History</b>                                                                                       |                           |                    |                           |                    |                           |                    |                           |
| 1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No         |                           |                    |                           |                    |                           |                    |                           |
| If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? . . . .       |                           |                    |                           |                    |                           | Years<br><i>59</i> | Months<br><i>10</i>       |
| 2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary. |                           |                    |                           |                    |                           |                    |                           |
| Previous Address 1                                                                                                   |                           |                    |                           | City               | State                     | Zip Code           |                           |
| Previous Address 2                                                                                                   |                           |                    |                           | City               | State                     | Zip Code           |                           |
| Previous Address 3                                                                                                   |                           |                    |                           | City               | State                     | Zip Code           |                           |
| Previous Address 4                                                                                                   |                           |                    |                           | City               | State                     | Zip Code           |                           |
| Previous Address 5                                                                                                   |                           |                    |                           | City               | State                     | Zip Code           |                           |
| 3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.                |                           |                    |                           |                    |                           |                    |                           |
| State<br><i>WI</i>                                                                                                   | County<br><i>Waukesha</i> | State<br><i>WI</i> | County<br><i>Waukesha</i> | State<br><i>WI</i> | County<br><i>Waukesha</i> | State<br><i>WI</i> | County<br><i>Waukesha</i> |
| State                                                                                                                | County                    | State              | County                    | State              | County                    | State              | County                    |

- Continued ->

| <b>Part D: Criminal History</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |          |                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------|
| 1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.                                   |          |                                                                                            |
| Law/Ordinance Violated                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location | Conviction Date                                                                            |
| Penalty Imposed                                                                                                                                                                                                                                                                                                                                                                                                                                        |          | Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Law/Ordinance Violated                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location | Conviction Date                                                                            |
| Penalty Imposed                                                                                                                                                                                                                                                                                                                                                                                                                                        |          | Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Law/Ordinance Violated                                                                                                                                                                                                                                                                                                                                                                                                                                 | Location | Conviction Date                                                                            |
| Penalty Imposed                                                                                                                                                                                                                                                                                                                                                                                                                                        |          | Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed. |          |                                                                                            |

| <b>Part E: Attestation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted. |                     |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date <u>2/24/25</u> |



### REQUESTED ACTION STATEMENT

**TO:** Common Council  
Mayor Dave Ament

**FROM:** Gregory Kessler, AICP – Director of Community Development *AKG*

**RE:** Requested Action Statement for the approval of a Scope of Services to hire raSmith to conduct the bi-annual citywide roadway PASER evaluation in an amount not to exceed \$35,700.

**DATE:** February 24, 2025

**REQUESTED ACTION:** Requested Action Statement for the approval of a Scope of Services for the approval of a Scope of Services to hire raSmith to conduct the bi-annual citywide roadway PASER evaluation in an amount not to exceed \$35,700.

**FISCAL IMPACT:** The funds to be used are from the department's 2025 Roadway Maintenance operating budget account.

**SOURCE OF FUNDS:** Account. #: 15110029 59040 – Roadway Maintenance

**RATIONALE / BACKGROUND:** The Department of Community Development conducts, every two years, a Pavement Surface Evaluation and Rating (PASER) survey of all the city's roadways. All city-owned roadway segments are given a general condition ranking from 10 (Failed) to 100 (Excellent) – in increments of ten (10). The State of Wisconsin requires municipalities to perform this visual inspection on locally owned roadways bi-annually.

This information serves as the foundation for the preparation of the City's overall 5-Year Roadway Construction Plan. This plan incorporates, visually, the anticipated roadway resurfacing and reconstruction projects based upon their PASER rankings. In addition, these projects are then aligned and coordinated with other projects that the Utility & Public Works Departments and

DCD - Water Resources Management Division - will be performing during that same time frame. This alignment then primes all departments to conduct the appropriate inspections and/or repairs in anticipation of the larger projects at least one year out.

Historically, this field survey and data entry into Cartegraph work was performed at the DCD staff level. The city has approximately 231 lane miles to survey with this survey and data entry tasks themselves taking several months to complete.

A flowchart is included in this packet that shows the entire PASER and workflow surrounding all the coordination efforts that flow from this work. This has been in practice for many years and works very well.

CONTRACT BETWEEN  
THE  
CITY OF NEW BERLIN  
AND  
RA SMITH, INC.  
FOR  
PAVEMENT SURFACE EVALUATION AND RATING (PASER) FIELD SURVEY  
SERVICES

This agreement, entered into this \_\_\_\_\_ day of March\_\_\_\_\_, 2025, by and between the CITY of New Berlin (CITY) and raSmith hereinafter known as the CONSULTANT;

**WITNESS THAT:**

WHEREAS, the CITY proposes to conducts its bi-annual (every two years) PASER roadway evaluation described as follows. raSmith, Inc. will provide a complete windshield survey of the city’s approximately 235 miles of roadways and generate a number ranking of these roadways, descriptions of any defects and will enter all of this data into Cartegraph; and

WHEREAS, the CITY wishes to engage the services of a professional construction management consultant to provide Pre-Construction Services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

**SECTION I - RETENTION OF SERVICES**

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The DEPARTMENT OF COMMUNITY DEVELOPMENT shall administer this CONTRACT specifically as related to work performed by the consultant. The DEPARTMENT OF COMMUNITY DEVELOPMENT will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word “CONSULTANT” means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

## **SECTION II - REQUIREMENTS**

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT and Exhibit(s) "A".
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. endeavor to comply with time schedules and payment terms.

## **SECTION III - SCOPE OF SERVICES**

### **A. GENERAL**

- (1) The work under this CONTRACT shall consist of performing those phases or portions of field survey and data entry services for the Project necessary or incidental to accomplish the Project objectives and responsibilities that are specified in the attached CONSULTANT's proposal (Exhibit A).
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the DEPARTMENT OF COMMUNITY DEVELOPMENT.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession in the same location under similar circumstances.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the DEPARTMENT OF COMMUNITY DEVELOPMENT and shall prepare and present such information as may be pertinent and necessary or as may be requested by the DEPARTMENT OF COMMUNITY DEVELOPMENT to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the DEPARTMENT OF COMMUNITY DEVELOPMENT as provided for in the CONSULTANT's Proposals. The DEPARTMENT OF COMMUNITY DEVELOPMENT reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in the CONSULTANT's Proposal, dated February 25, 2025, hereby referenced and incorporated into this CONTRACT as Exhibit A. In the event of a conflict between the provisions of this CONTRACT and Exhibit A, the provisions

of the CONTRACT shall govern. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's Proposal.

**B. WORK TASKS**

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include those field survey and data entry services and related services contained in the attached Exhibit A, prepared by CONSULTANT.

**SECTION IV - SPECIFIC CONDITIONS OF PAYMENT**

- A. The CONSULTANT shall be compensated for the services described in the CONSULTANT's Proposals (Exhibit A), for a total fee not to exceed \$35,700. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount in the CONSULTANT's Proposals except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the DEPARTMENT OF COMMUNITY DEVELOPMENT for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show percentage of work on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The DEPARTMENT OF COMMUNITY DEVELOPMENT will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within sixty (60) days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

**SECTION V - TIME OF PERFORMANCE**

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the DEPARTMENT OF COMMUNITY DEVELOPMENT to proceed. The work under this contract shall be undertaken and completed in such a sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by June 30, 2025. The following schedule shall be adhered to in order to meet said completion date:

The Contract for consultant services is expected to be signed by March 14, 2025. CONSULTANT shall commence work upon full execution of the Contract by the CITY. CONSULTANT is required to fully familiarize its Project Staff with the project. The

consultant shall be available as a contact throughout the duration of the project, which is expected to be substantially completed June 30, 2025.

- C. In addition to all other remedies incurring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.
- D. **DELAYS**  
CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.

## **SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION**

- A. **PERFORMANCE.**  
The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services in the same location under similar circumstances.
- B. **PLACE OF PERFORMANCE.**  
The CONSULTANT shall conduct CONSULTANT's services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.
- C. **COMPENSATION.**  
CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses unless CONSULTANT notifies the CITY and CITY approves of additional expenses in advance. All expenses for travel, meals and lodging and other reimbursable items are estimated in the CONSULTANT's proposals and will not be exceeded without advance notice and approval

by the CITY.

D. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.

The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

|                                  |             |
|----------------------------------|-------------|
| General Aggregate                | \$4,000,000 |
| Personal/Advertising Injury      | \$2,000,000 |
| Each occurrence                  | \$2,000,000 |
| Fire Damage (Any One Fire)       | \$ 50,000   |
| Medical Expense (Any One Person) | \$ 5,000    |

Automobile Liability:

|     |             |
|-----|-------------|
| CSL | \$1,000,000 |
|-----|-------------|

Workers' Compensation and Employers' Liability

|                       |            |
|-----------------------|------------|
| Each Accident         | \$ 500,000 |
| Disease Policy Limit  | \$ 500,000 |
| Disease Each Employee | \$ 500,000 |

Professional liability:

|                      |             |
|----------------------|-------------|
| Aggregate/Occurrence | \$2,000,000 |
|----------------------|-------------|

A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the DEPARTMENT OF COMMUNITY DEVELOPMENT as evidence thereof naming the CITY as an additional insured (City is listed and identified as being insured in a "primary and noncontributory" basis) and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

F. SUBCONTRACTING.

The CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DEPARTMENT OF COMMUNITY DEVELOPMENT.

## **SECTION VII - METHOD OF PAYMENT**

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be paid as partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis, contingent upon each activity being reviewed for approval, and being approved for payment by the DEPARTMENT OF COMMUNITY DEVELOPMENT, as stipulated in Section IV.

## **SECTION VIII - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-CONSULTANT and anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be constructed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

## **SECTION IX - REGULATIONS**

- A. The CONSULTANT agrees to endeavor to comply with all the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.
- B. Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the reasonable cost to prepare and copy said information.

## **SECTION X - FINAL SETTLEMENT**

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services performed

under Section III-A-5, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as “Extra Services”. The CONTRACT shall be considered terminated when the CITY’s CONSULTANT can complete their pre-construction budget pricing without further revisions in the services, or the CONSULTANT is released prior to such time by written notice from the CITY, or if more than one (1) year has elapsed following formal written notification of final acceptance of the services by the CITY.

#### **SECTION XI - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONSULTANT under this CONTRACT shall, at the option of CITY, become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

#### **SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

#### **SECTION XIII - CHANGES**

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT’s compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT’s opinion, said changes involve work not included in the terms or scope of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee

requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the CITY. Such change orders shall include appropriate time extensions when warranted.

#### **SECTION XIV - PERSONNEL**

- A. The CONSULTANT represents that he has or will secure at his own expense all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this CONTRACT shall be subcontracted, except as provided by Section VI-F, without the prior written approval of the CITY. All additional work or services that are subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **SECTION XV - ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

#### **SECTION XVI - RECORDS**

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.  
Records shall be maintained in accordance with reasonable requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of seven (7) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.  
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

## **SECTION XVII - REPORT AND INFORMATION**

At such times and in such forms as CITY may reasonably require, there shall be furnished to CITY, at the CITY's expense, copies of such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this CONTRACT.

## **SECTION XVIII - AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY at the CITY's expense, or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States or State of Wisconsin to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

## **SECTION XIX - CONFLICT OF INTEREST**

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

## **SECTION XX - DISCRIMINATION PROHIBITED**

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sexual orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or

state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sexual orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

## **SECTION XXI - OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents including an electronic file of computer aided record drawings, survey data, and field inspection reports, shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT, excepting for errors and omissions associated with the completed project services and documents performed under this CONTRACT.

## **SECTION XXII ESTIMATES**

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.

## **SECTION XXIII DATA**

The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the CONSULTANT and relating to their work. CONSULTANT shall be entitled to rely upon data received from the CITY.

#### **SECTION XXIV ACCURACY OF INFORMATION**

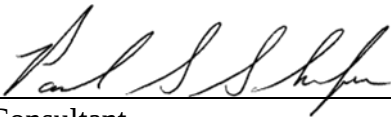
The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the CITY. The CONSULTANT and the CITY recognizes that it is impossible to assure the sufficiency or accuracy of information provided by responsible parties such as Diggers Hotline.

#### **SECTION XXIV OPEN RECORDS REQUIREMENTS**

Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.

In the Presence of

  
\_\_\_\_\_  
Consultant

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
2025  
Date

CITY OF NEW BERLIN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

\_\_\_\_\_  
Treasurer/Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 2025

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **CONSULTANT'S PROPOSAL**

February 25, 2025

Mr. Greg Kessler  
Director of Community Development  
City of New Berlin  
3805 South Casper Drive  
New Berlin, WI 53151

Re: Proposal for Professional Services  
2025 New Berlin Road Ratings

Dear Ms. Kessler:

Thank you for this opportunity to provide a proposal for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

PROJECT NAME:  
2025 New Berlin Road Ratings

DESCRIPTION OF SERVICES TO BE PERFORMED:  
raSmith, Inc. will provide road ratings in the City of New Berlin. This consists of approximately 231 lane miles owned by the city.

The proposed services include:

- 1) Driving all lane miles owned by the city.
- 2) Cartegraph One gis application will be used to document the rating of each segment including specific defects that may be found in each segment.
- 3) raSmith staff will utilize an Ipad loaded with the Cartegraph application to complete the inspections.
- 4) The inspection crew will consist of two staff and company vehicle with strobe lights.
- 5) The segments of road sections will be set in advance by the city staff.
- 6) The deliverable will be complete documentation of each segment.
- 7) We plan to start as early as possible and plan to have it completed by June.

COMPLETION SCHEDULE:

Work is anticipated to start and be completed during 2025.

PROFESSIONAL FEES:

The above-described services will be provided for on a time and expense basis. This work is estimated to take 4 weeks to complete with an estimate of fee's of \$35,700. Fees will be invoiced monthly as the project proceeds. The primary representative on site will be a Construction Technician III supplied at a rate of \$120/hr and secondary representative will be a Construction Technician I supplied at a rate of \$100/hr.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes will be billed monthly. Mileage will be invoiced at the federal rate per mile.

ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 300 days of this date.

The hourly rates are subject to change on an annual basis.

No additional Geotechnical work is included in this proposal.

Our professional fees are based on full days of uninterrupted work to the extent that can reasonably be expected for this type of project. Any unanticipated mobilization resulting from requests for partial days will result in additional fees which are not included in the estimate.

We look forward to a very successful project!

Sincerely,

raSmith, Inc.



Paul S. Schafer, P.E.

Director of Construction Services

Cc: Tammy Simonson, New Berlin

February 25, 2025

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City of New Berlin  
3805 South Casper Drive  
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Sincerely,

raSmith, Inc.



Paul S. Schafer, P.E.

Director of Construction Services

Cc: Tammy Simonson, New Berlin

**Key:**  
Responsible Department or Party Colored Coded

All Items in Red are DCD Responsibilities

All Items in Purple are Utility Department Responsibilities

All Items in Green are Streets Department Responsibilites

All Items in Black are Contracted to Contractors and/or Consultants

FIVE (5) YEAR COORDINATED PASER / ROADWAY PROJECT INSPECTION AND REPAIR PROCEDURES

