



Committee of the Whole Meeting Agenda

May 27, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published: 5/23/2025

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. May 13th, 2025 Committee of the Whole Meeting
4. **UTILITY & FINANCE**
 - A. Discussion and possible action to recommend to the Common Council approval of the May 28th, 2025, Water Utility claims in the amount of \$14,279.78. Sewer Utility claims in the amount of \$3,634.71 and General City claims in the amount of \$1,524,725.94. We Energies EFT of \$71,339.23.
5. **LICENSES & PERMITS**
 - A. Discussion and possible action to approve a "Class B" Combination Alcohol License for Tail Spin, LLC, doing business as Tail Spin, located at 6290 S. Martin Rd (formerly Rainbow Restaurant), with Jennifer Halverson as agent, for the current license year ending June 30, 2025, contingent upon the applicant meeting all City requirements, including, but not limited to, completion of all required inspections and full payment of all applicable fees
 - B. Discussion and possible action to recommend Common Council approval of Mary's Caddyshack's Extension of Premise application for the annual Shackfest event, to be held on June 28, 2025, from 12:00 p.m. to 10:00 p.m., extending into the establishment's parking lot as outlined in the application on file
 - C. Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees
6. **MISCELLANEOUS**
 - A. Discussion regarding goals and directives for the development of the 2026 budget, including a potential tax levy target
 - B. Discussion and possible action to recommend to Common Council approval of Ordinance 2711 to amend Chapter 238 of the Municipal Code, Swimming Pools.
 - C. Discussion and possible action to recommend Common Council approval of a contract with Trees On The Move in the amount of \$84,222.79 for landscape material and

installation at the New Berlin Community Center at Hickory Grove, per the attached Requested Action Statement

- D. Discussion and possible action to recommend Common Council approval of Resolution 2025-13, authorizing the transfer of \$196,254.52 from the accounts listed in the Requested Action Statement to the Hickory Grove CIP account for Phase 3 of the project
- E. Discussion and possible action to recommend Common Council approval of a request to authorize the pre-hiring of one sworn police officer in June 2025, in anticipation of at least one expected retirement in 2026, per the attached Requested Action Statement

7. ADJOURN

Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at 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

May 13, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:01 PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

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

Excused: Alderperson Scott La Fever, Alderperson Joseph Stribl

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

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

3. APPROVAL OF MINUTES

A. April 22, 2025, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Kroupa
Second by: Horbinski
Motion Passed 5-0

4. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the May 14th, 2025, Water Utility claims in the amount of \$129,142.71. Sewer Utility claims in the amount of \$17,681.88 and General City claims in the amount of \$831,129.63. US Bank VISA EFT of \$28,774.34, and Tax Overpayment checks totaling \$69.28 were also generated

MOTION: Motion to approve

VOTE: Motion by: Maxey
Second by: Harenda
Motion Passed 5-0

5. LICENSES & PERMITS

- A.** Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

MOTION: Motion to approve

VOTE: Motion by: Maxey
Second by: Kroupa
Motion 5-0

6. ADJOURN

MOTION: Motion to adjourn at 6:03 PM

VOTE: Motion by: Harenda
Second by: Horbinski
Motion Passed 5-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

Form
AB-200Alcohol Beverage License
Application

For Municipal Use Only	
Municipality	New Berlin
License Period	2024-2025

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____
 ☐ Class "B" Beer \$ 100
- ☐ "Class A" Liquor \$ _____
 ☐ "Class B" Liquor \$ 500
- ☐ "Class A" Liquor (cider only) \$ _____
 ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ 600.
Background Check Fee	\$
Publication Fee	\$ 45.00
Total Fees	\$ 645.

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Tails Spin LLC		
2. Business Trade Name or DBA Tail Spin		
3. FEIN 84-3041912	4. Wisconsin Seller's Permit Number 456-10299041009-02	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
6. State of Organization WI	7. Date of Organization Nov 11, 2019	8. Wisconsin DFI Registration Number T083004
9. Premises Address 6290 S Martin Rd		
10. City New Berlin	11. State WI	12. Zip Code 53146
13. County Waukesha	14. Governing Municipality: ☒ City ☐ Town ☐ Village of: New Berlin	15. Aldermanic District
16. Premises Phone NA	17. Premises Email NR	18. Website NA
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Dining room, behind bar, kitchen, backroom in kitchen, patio area.		
20. Mailing Address (if different from premises address) 1174 S 69th Hiawatha Dr.		
21. City Muskego	22. State WI	23. Zip Code 53150

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No		
If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . ☐ Yes ☒ No
 beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . ☐ Yes ☒ No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . ☐ Yes ☒ No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
halverson	Jennifer	owner	608-604-6566

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. 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.

Last Name halverson		First Name Jennifer		M.I.
Title owner		Email Jenniferhalverson01@gmail.com	Phone 608-604-6566	
Signature 		Date 5-7-25		

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



REQUEST FOR TEMPORARY EXTENSION OF LICENSED PREMISE FOR THE SALE OF LIQUOR AND/OR BEER

- **Applications are required to be approved by the Common Council of the City of New Berlin. All applications must be completed in its entirety and submitted to the City Clerk's Office 30 Business Days before the event.**
- A fee of \$50.00 per event must be paid when the application is submitted.
- Applicant may not sell any alcoholic or any non-alcoholic beverages in bottles or glass containers within the temporary extension of premise. Per New Berlin Municipal Code (152-4M)
- An approved Temporary Use Permit from the Planning Department is required for submittal.
- Application must be accompanied by a diagram that outlines where extension will be in reference to currently licensed premises, service area, exits, and any fences or barricades that will be utilized during the event.
- The City Clerk's Office and Common Council will examine all information and consider past problems, police concerns, impact on the neighborhood including comments from alderperson and neighbors, music, and hours of operation, and other concerns.

A. APPLICANT INFORMATION

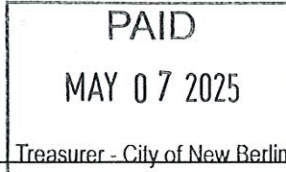
Applicant (First Name, M.I., Last Name.): Mary M Pakula

Business Name: Marys Caddyshack

Type of Liquor License/License Number Class B combo 456-1030049/59-02

Email: maryscaddyshack@yahoo.com Phone Number: 262 649-6319

Address of Establishment 1959 So 124th St New Berlin, WI 53151



B. EVENT INFORMATION

Date of Event: June 28th, 2025

Event Start Time: Noon Event End Time (no later than 11:00 p.m.): 10PM

Name/Purpose of Event: Annual Shackfest

Description of Area Requested (Must include map): Parking lot (see attached) on Park Ave.

****Please attach a separate illustration depicting the requested layout.**

Is the area in which the Licensee wishes to include in a temporary extension owned or under the control of the licensee?

****If no, please list the Owners contact information and submit written approval with the completed application.***

Will the proposed event encroach upon any public property right-of-way?

☐ Yes ☒ No

****If yes, additional applications and fees will be required. Please contact the City Clerk's Office at 262-786-8610***

Have you obtained liability coverage for the extension of premises of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming the City of New Berlin as an additional insured?

☒ Yes ☐ No

****A copy is required to be submitted with the application**

C. SIGNATURE OF AGENT OR REPRESENTATIVE

I hereby apply for a License to extend the premise of the alcohol beverage license at the premises described above, in the City of New Berlin, subject to the limitations imposed by Wisconsin Statutes and acts amendatory hereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the sale of such beverages if a license have granted me. I acknowledge that all additional city and state permits required for this event have been applied for and copies of said permits have been provided to the New Berlin City Clerk's Office

☒ Mary Pakula
Signature of Agent or Owner of Establishment

5/7/25
Date

Office Use Only!

Date Received by Clerk's Office: 5-8
Common Council Date: 5-27

Amount Paid: \$50
☐ Extension Approved

Date Paid: 5-8
☐ Extension Denied

NEIGHBORS

Dumpster

PARK

ing



Table

Table

BAR

FRONT DOOR

124th St

BACK DOOR

Back door

PARK AVE

Front door

NEIGHBORS

NEIGHBORS

Parking lot

Exit

Entrance

BACK DOOR
of bar
parking

Park ave

Neighbors
fence

RENEWAL ALCOHOL LICENSE APPLICANTS

The establishments listed below hereby submit their application to the Common Council of the City of New Berlin for an alcohol license, as described herein and in their accompanying application materials, pursuant to the applicable provisions of the Wisconsin Statutes and the Ordinances of the City of New Berlin, for the licensing period ending June 30, 2026. Licenses shall be issued by the City Clerk contingent upon the fulfillment of all statutory and municipal requirements, such as, but not limited to, the successful completion of all required inspections and the payment of all applicable fees.

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Trade Name	Agent Name	Applying for License
1. BP GREENFIELD 16401 W. GREENFIELD AVE New Berlin, WI 53151 Location:	Rajvir S. Bains 1165 Club Circle #W203 Brookfield, WI 53005 PREMISE DESCRIPTION: GAS STATION WITH CONVENIENCE STORE WALK IN COOLER / LIQUOR ON SHELF/ CIGARETTE COUNTER.	"Class A" Retail - Combo
2. BP Kwik Stop 15815 W National Ave. New Berlin, WI 53151 Location:	Jerry Spencer 3470 N Pierce St Milwaukee, WI 53212 Premise Description: Gas station with beer, wine and liquor. Coolers inside establishment.	"Class A" Retail - Combo
3. Bobbleheads Pub 12785 W. Janesville Road New Berlin, WI 53150 Location:	Daniel W. Petrie S73 W14596 Woods Road Muskego, WI 53150 PREMISE DESCRIPTION: TAVERN & OUTDOOR BAR (SOLD, SERVED, CONSUMED AND STORED), BASEMENT & STORAGE (STORED), DECK ON EAST SIDE OF BUILDING (CONSUMED), DESIGNATED BAGS AREA (CONSUMED)	"Class B" - Combo
4. BrunchBerry 4900 S. Moorland Rd New Berlin, WI 53151 Location:	Driton Sabani S59 W29822 Preserve Ct Waukesha, WI 53189 Bar cooler, bar fridge, bar area, dining area, 3-season patio area.	"Class B" - Combo
5. Cleveland Pub & Grill 14000 W. Cleveland Ave. New Berlin, WI 53151 Location:	Joseph L. Giese 14560 W Fairfield Ct New Berlin, WI 53151 PREMISE DESCRIPTION: MAIN BUILDING, OUTSIDE STORAGE SHEDS, PATIO + 2ND FLOOR OF WEST PORTION OF BUILDING (OUTSIDE PATIO)	"Class B" - Combo
6. Cocina Real 15366 W. Beloit Rd. New Berlin, WI 53151 Location:	Rafael Escamilla 1016 N Gammon Rd Madison, WI 53717 PREMISE DESCRIPTION: RESTAURANT SERVICE AREAS, BAR & PATIO AREA. OFFICE STORAGE & BAR AREAS	"Class B" - Combo

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Trade Name	Agent Name	Applying for License
7. Ethic Indoor 5330 S. Racine Ave. New Berlin, WI 53146 Location:	Brad Henes 1301 Gramling Lane Waukesha, WI 53186 Premise Description: Indoor Sports Facility with operating cafe residing inside the premises which will sell and serve alcohol.	"Class B" - Combo
8. Greenfield Pub 16461 W. Greenfield Ave. New Berlin, WI 53151 Location:	Jennifer Halverson W174 S6986 Hiawatha Drive Muskego, WI 53150 PREMISE DESCRIPTION: BAR AREA/KITCHEN AREA, OUTSIDE TO PATIO, BASEMENT COOLER, BASEMENT OFFICE, LIQUOR ROOM.	"Class B" - Combo
9. Hoepfner Horn Bros VFW Post 5716 17980 W. Beloit Rd. New Berlin, WI 53151 Location:	David M. Chappell 13924 W Stratford Ct New Berlin, WI 53151 PREMISE DESCRIPTION: SOLD, SERVED, CONSUMED AND STORED IN TWO BANQUET HALLS (ONE ON MAIN LEVEL, ONE DOWNSTAIRS), AND TAVERN ON MAIN LEVEL. CONSUMED ON DESIGNATED PATIO AREA. BEER STORED IN COOLER ON MAIN LEVEL AND ALCOHOL STORED IN CABINETS ON MAIN LEVEL.	"Class B" - Combo
10. Hometown New Berlin 13996 W. National Ave New Berlin, WI 53151 Location:	Sangita Wagle 1036 Pilgrim Pkwy Elm Grove, WI 53122 PREMISE DESCRIPTION: STORED IN COOLERS BEHIND THE COUNTER AND WALK-IN COOLER ON SALES FLOOR. SOLD FROM BEHIND COUNTER COOLERS AND WALK-IN COOLER.	"Class A" Retail - Combo

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Trade Name		Agent Name	Applying for License
11.	Kwik Trip #499 15700 W. Small Rd. New Berlin, WI 53151 Location:	Melanie D. Sternig 6328 W Fremont Pl Milwaukee, WI 53219 PREMISE DESCRIPTION: ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN LOCKABLE WALK-IN COOLER, ON SALES FLOOR, BEHIND SALES COUNTER.	"Class A" Retail - Combo
12.	Kwik Trip #534 13975 W Cleveland Ave New Berlin, WI 53151 Location:	Samuel T. McCormick 1417 S. 88th Street West Allis, WI 53214 PREMISE DESCRIPTION: ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN COOLERS, ON SALES FLOOR AND BEHIND SALES COUNTER	"Class A" Retail - Combo
13.	Kwik Trip #971 2101 S Moorland Rd New Berlin, WI 53151 Location:	Matthew L. Jones 17080 Elizabeth Dr. Brookfield, WI 53005 PREMISE DESCRIPTION: ONE-STORY FRAME WITH STORAGE IN WALK-IN COOLER, ON SALES FLOOR AND BEHIND THE SALES COUNTER.	"Class A" Retail - Combo
14.	Kwik Trip #977 15075 W National Ave New Berlin, WI 53151 Location:	Mario F. Baregi 3509 N. 93rd St. Milwaukee, WI 53222 PREMISE DESCRIPTION: ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN WALK-IN COOLER, ON SALES FLOOR, BEHIND SALES COUNTER.	"Class A" Retail - Combo
15.	Mary's Caddyshack 1959 S 124th Street New Berlin, WI 53151 Location:	Mary Pakula 15500 W Cleveland Ave New Berlin, WI 53151 PREMISE DESCRIPTION: ALCOHOL SOLD FROM SPEED RAILS BEHIND BAR AND STORED IN ENCLOSED ROOM IN BASEMENT. BEER IS SOLD FROM COOLERS BEHIND BAR AND STORED IN WALK-IN COOLER AND ON SHELVES IN BASEMENT. BEER IS SERVED FROM COOLERS BEHIND BAR.	"Class B" - Combo
16.	Matty's Bar & Grille 14460 W. College Ave. New Berlin, WI 53151 Location:	Matthew L. Anderson 5405 S. Sunnyslope Rd. New Berlin, WI 53151 PREMISE DESCRIPTION: 1ST & 2ND FLOOR OF PREMISES, OUTDOOR PATIOS, PAVILLION, EVENT CENTER ON PREMISE, FRONT SIDEWALKS & SURROUNDING GRASS AREAS AND YARD	"Class B" - Combo

RENEWAL ALCOHOL LICENSE APPLICANTS

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Trade Name	Agent Name	Applying for License
17. My Pantry 1410 S. Calhoun Rd. New Berlin, WI 53151 Location:	Murad M. Ali 5310 S. Old Orchard Ct. New Berlin, WI 53146 PREMISE DESCRIPTION: SOLD AND STORED IN COOLER	"Class A" Retail - Combo
18. New Berlin BP Market 12401 W. Beloit Rd. New Berlin, WI 53151 Location:	Twinkle Kaur 1415 S. 164th Street New Berlin, WI 53151 PREMISE DESCRIPTION: FIRST FLOOR BEHIND THE COUNTER STORAGE. SOLD OVER THE COUNTER.	"Class A" Retail - Combo
19. New Berlin Hills Golf Course 13175 W. Graham St. New Berlin, WI 53151 Location:	Matthew Tausig 16960 Beverly Drive Brookfield, WI 53005 PREMISE DESCRIPTION: GOLF COURSE, CLUBHOUSE, PATIO, BAR AND BANQUET ROOM (SOLD, SERVED & CONSUMED), STORED IN COOLERS, KITCHEN AND BAR	"Class B" - Combo
20. New Berlin Sports Park 17980 W. Beloit Rd. New Berlin, WI 53151 Location:	Kim M. Cook 11409 W. Janet Ct. Franklin, WI 53132 PREMISE DESCRIPTION: CONCESSION STAND AND PICNIC TABLES AT CONCESSION STAND, WALK-IN COOLER, AND SEATING AREA/BLEACHERS OF BALL FIELDS AND ALONG BALL FIELD FENCE LINES. SEASONAL APRIL-OCTOBER	Class "B" - Beer
21. New Berlin Sportsplex 2900 S 163rd St. New Berlin, WI 53151 Location:	Ivan Petrovic 5841 Wyndham Ct Mount Pleasant, WI 53406 PREMISE DESCRIPTION: BEER IS PRIMARILY SOLD IN KITCHEN ON MEZZAININE. SPECIAL EVENTS BEER WILL BE SOLD FROM 1ST FLOOR NEAR BACK LOBBY INCLUDING ADJACENT SPACE JUST INSIDE COURTED AREA. BEER IS STORED IN KITCHEN AND AREA ADJACENT TO KITCHEN ON MEZZANINE AND 1ST FLOOR STORAGE AREA BETWEEN LOCKER ROOMS.	Class "B" - Beer
22. Ojibwa Bowhunters Of Milwaukee P.O. Box 511306 New Berlin, WI 53151 Location:	Rodd M. Szmania 16301 W. Vogel Dr. New Berlin, WI 53151 PREMISE DESCRIPTION: CLUBHOUSE IS PRIMARY PLACE BEVERAGES ARE SERVED. BEVERAGES DURING LARGE EVENTS ARE ALSO SERVED IN PAVILLION NEXT TO CLUBHOUSE.	Class "B" - Beer

RENEWAL ALCOHOL LICENSE APPLICANTS

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Trade Name			Agent Name	Applying for License
23.	PRP Wine International 2700 S. 163rd St. New Berlin, WI 53151	Arthur C. Holdmann 5909 Clover Ln Greendale, WI 53129		"Class A" Retail - Combo
	Location:	PREMISE DESCRIPTION: PREMISES DIVIDED BETWEEN SALES OFFICE (FRONT OF BUILDING) AND WAREHOUSE SPACE. PRODUCT IS STORED PERMANATELY IN WAREHOUSE SPACE, SOME MAY BE STORED ON TEMPORARY BASIS IN OFFICE SPACE.		
24.	Pick N Save #6382 15445 W. National Ave. New Berlin, WI 53151	John Stachowiak W242S10260 Meadow Circle Big Bend, WI 53103		"Class A" Retail - Combo
	Location:	PREMISE DESCRIPTION: SINGLE STORY GROCERY AND LIQUOR STORE; INCLUDING THE EXTERIOR PARKING STALLS SPECIFICALLY DESIGNATED FOR THE ONLINE MERCHANDISE ORDER & PICKUP SERVICE AND THE PATHWAY UTILIZED TO ACCESS THE PARKING STALLS		
25.	Ridge Cinema 5200 S. Moorland Rd. New Berlin, WI 53151	LaMarvon J. Jackson 431 15th Street Racine, WI 53403		"Class B" - Combo
	Location:	PREMISE DESCRIPTION: ENTIRE INTERIOR OF THE THEATRE BUILDING INCLUDING LOBBY, LOUNGE CORRIDORS AND ALL AUDITORIUMS.		
26.	Sendik's Food Market 3600 S. Moorland Rd. New Berlin, WI 53151	Theodore T. Balistreri 5566 N. Diversey Blvd. Whitefish Bay, WI 53217		"Class A" Retail - Combo
	Location:	PREMISE DESCRIPTION: SOLD ON SALES FLOOR, STORED IN SECURE AREA. BROUGHT TO DESIGNATED PARKING STALLS FOR PICKUP		
27.	Sunny Side Up Cafe 15744 W. National Ave New Berlin, WI 53151	Lee C. Chiroff 15365 W. Mark Dr. New Berlin, WI 53151		RESERVE "Class B" - Combo
	Location:	PREMISE DESCRIPTION: ALCOHOL TO BE STORED IN KITCHEN AND STORAGE ROOM. ALCOHOL TO BE SERVED IN DINING ROOM AND OUTSIDE PATIO.		
28.	Tail Spin Cafe 19680 W. National Ave New Berlin, WI 53146	Jennifer Halverson W174 S6986 Hiawatha Drive Muskego, WI 53150		"Class B" - Combo
	Location:	PREMISE DESCRIPTION: OFFICE, KITCHEN, DINING ROOM, BEHIND BAR.		

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Trade Name		Agent Name	Applying for License
29.	Tee It Up 20101 W. Cleveland Ave. New Berlin, WI 53146 Location:	Kristin Renee Robran W25456620 Ridge Road Waukesha, WI 53189 PREMISE DESCRIPTION: BEVERAGES WILL BE SOLD FROM CLUB HOUSE AND STORED INSIDE COOLERS OF CLUBHOUSE. BEVERAGES WILL BE CONSUMED IN CLUBHOUSE AS WELL AS ON CONCRETE PATIO AND THE BOXES OUTSIDE.	Class "B" - Beer
30.	The 19th Hole Country Club 1525 S. 124th St. New Berlin, WI 53151 Location:	Susan J. Pirlot 3762 Maplewood Ct Hubertus, WI 53033 PREMISE DESCRIPTION: Main bar and back storage room including basement. Premise description also includes an area in the establishment parking lot for a golf league which occurs every Wednesday from 6pm to 10pm from July 2025 to September 2025 and May 2026 until the expiration of said license.	"Class B" - Combo
31.	The Varsity Club 12400 W. Beloit Rd. New Berlin, WI 53151 Location:	Michael J. Teipner 4450 S. Delphine Dr. New Berlin, WI 53151 PREMISE DESCRIPTION: MAIN BAR AND DINNING AREA, FRONT PORCH PICNIC TABLES, LIQUOR STORE ROOM.	"Class B" - Combo
32.	Wines For Humanity 2702 S 163rd St. New Berlin, WI 53151 Location:	Arthur C. Holdmann 5909 Clover Ln Greendale, WI 53129 PREMISES DESCRIPTION: STORAGE AREA FOR WINES, FACILITIES FOR PACKAGING, ONE STORY, DIVIDED,	"Class A" Retail - Combo



Department of Finance
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-5097

(262) 797-2448
Fax (262) 786-6121
www.newberlin.org

May 27, 2025

TO: Mayor Ament
Common Council

FROM: Ralph Chipman
Finance Director

Re: 2026 Budget Projection

Attached is supporting documentation and analysis for the budget projection, a brief explanation of each follow.

"A" Budget assumptions

These are the basic assumptions used to prepare the projection. Some highlights:

- ✓ Health insurance 20% increase - every 1% changes costs \$36k.
- ✓ Wisconsin retirement unchanged, final number won't be in until September.
- ✓ Fire & police union contract increases have been included.
- ✓ Revenues increase with improved economy, increase in interest rates

All personnel changes to date have been accounted for; everything else is status quo.

"B" High level overview of projection. Very similar to the first page of the budget document, with a variance column.

"C" Spending summary by category. The breakdown of how money is spent, the amount spent on debt service is increasing & taking up a larger percentage of the tax dollars.

"D" Debt service projection. The first three columns are actual; the rest are based on the adopted 2025 Capital projects budget (years 2026-29 are very changeable; but are the best available information at this time). No provision has been made for a new DPW building or Section 34/35. The funding sources of impact fees are limited to the available funds on hand; the debt service fund uses \$100,000 of room tax funds. The golf course was paid off in 2025 and TIF district continues to cover its' share of debt service.

"E" Fund Balance projection. Shows projected fund balance and a 10-year history of the city's fund balance. For comparison purposes, Brookfield, Muskego, Greenfield, & Beloit are also shown. This number is very important to Moody's rating agency.

"F" Levy Limit Projection. This calculates the city's levy capacity under the state levy limit laws. The city has historically levied less than the maximum allowable, and issues debt yearly, which has left us substantially under the legal limit.

"G" Budget Timetable. Proposed budget timetables attached. With this schedule, the public hearing & budget approval is on a normal council meeting night. An alternative would be to have a special meeting on November 18th (this is not Thanksgiving week) and approve the budget then.

Expenditure restraint calculation. The City no longer qualifies for this program. There are two criteria to be eligible a) the equalized tax rate must be above \$5/thousand and b) the increase in general fund budgeted expenses must be less than the sum of 60% of the percent increase in net new construction plus the consumer price index. The city's equalized tax rate is only \$4.57/thousand.

2026 Budget Assumptions

Expenses:

Health insurance increased 20% - every additional 1% change equals \$35,608, this is due to a combination of inflationary increase & our utilization history

WRS – no increase, final rates adopted in September

Wage increases same as 2026, union contract numbers used

Electricity 5% increase

Utilities 3% increase

2025 CIP Borrowing - \$11.6m normal capital projects 10 year borrowing with first payment in 2026

DPW Building & Athletic complex borrowings are on the horizon

Revenues:

The last ARPA funds were used in 2024, Fire Safer grant in 2025

Transportation Aids – flat

Development revenues - modest increase

Interest Income – market rates – after moving up rates are projected to stabilize

Use of fund balance is \$1 million – consistent with previous years

Taxes:

Levy – increase based on increase in assessed value

Assessed Value – projected 1% increase for new construction

Impact:

Under this scenario the budget shortfall would be \$3,777,411 – which would require a 11.40% tax levy increase to cover. The increase in the tax rate would be 56 cents/thousand (11.26%) or \$207.26 on an average single-family home valued at \$369,700.

CITY OF NEW BERLIN
PROJECTED 2026 BUDGET

EXPENDITURES	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2026 PROJECTED	2026 vs 2025
GENERAL GOVERNMENT	6,704,383	7,533,617	8,076,147	8,454,710	378,563
PUBLIC SAFETY	18,752,016	20,202,194	22,300,572	23,490,037	1,189,465
PUBLIC WORKS	4,342,772	4,255,663	4,568,265	4,716,304	148,039
COMMUNITY DEVELOPMENT	710,754	736,935	736,920	781,828	44,908
LIBRARY	1,714,996	1,829,330	1,754,876	1,825,671	70,795
PARK AND RECREATION	1,834,775	2,131,992	2,308,504	2,383,479	74,975
EQUIPMENT REPLACEMENT FUND	265,000	240,000	300,000	300,000	-
UNCLASSIFIED	-	4,198	352,973	300,000	(52,973)
DEBT SERVICE	10,195,807	12,222,510	14,445,762	15,599,988	1,154,226
TOTAL EXPENDITURES	44,520,503	49,156,439	54,844,019	57,852,017	3,007,998
REVENUES					
TAXES:					
GENERAL PROPERTY TAX	32,440,834	33,930,524	36,320,579	36,683,785	363,206
OTHER TAXES	768,136	816,219	833,600	822,300	(11,300)
INTERGOVERNMENTAL	5,934,536	6,395,416	6,753,613	5,942,397	(811,216)
LICENSES AND PERMITS	1,130,716	1,471,626	1,309,962	1,309,962	-
FINES & FORFEITURES	336,532	392,635	350,000	370,000	20,000
PUBLIC CHARGES FOR SERVICES	2,529,142	2,502,205	3,023,060	3,023,060	-
INTERDEPARTMENTAL	677,078	572,152	640,449	640,449	-
COMMERCIAL	2,466,096	3,051,958	2,356,863	2,356,863	-
APPROPRIATION FROM SURPLUS	1,000,000	1,000,000	1,500,000	1,500,000	-
TRANSFERS:					
GOLF COURSE RESERVE FUND	236,500	232,000	232,375	135,000	(97,375)
SCHOOL LEASE PAYMENT	-	-	-	-	-
DEBT SERVICE FUND	234,053	-	797,422	100,000	(697,422)
IMPACT FEE FUND	10,000	10,000	-	10,000	10,000
TAX INCREMENT DISTRICT	413,415	819,252	726,096	1,180,790	454,694
TOTAL REVENUES	48,177,038	51,193,987	54,844,019	54,074,606	(769,413)
			Shortfall	3,777,411	



CITY OF NEW BERLIN
Spending Summary

Category	% of Total	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2026 PROJECTED	% of Total
SALARIES	43.30%	19,279,206	20,403,951	22,249,238	23,543,692	40.70%
BENEFITS	15.71%	6,994,564	7,651,731	8,868,450	9,571,759	16.55%
CONTRACTUAL SERVICE	10.89%	4,848,835	5,680,406	5,678,463	5,689,701	9.84%
SUPPLIES & EXPENSES	5.25%	2,332,655	2,375,558	2,411,602	2,309,346	3.99%
CAPITAL OUTLAY	1.95%	869,436	822,283	837,531	837,531	1.45%
CONTINGENCY	0.00%	-	-	352,973	300,000	0.52%
DEBT SERVICE	22.90%	10,195,807	12,222,510	14,445,762	15,599,988	26.97%
	100.00%	44,520,503	49,156,439	54,844,019	57,852,017	100.01%

Contracted service includes:

Labor atty, audit, electricity, water, heating fuel

Supplies & Expense includes:

Cleaning supplies, Gasoline, Salt, Library books

Capital outlay:

This account includes \$250,000 for road maint, \$290,276 of police

vehicles & equipment and \$300,000 for the equipment replacement fund.



PROJECTED

City of New Berlin - Total Debt

Funding sources for debt service requirements

Year ended	CURRENT			PROJECTED					Other funding Sources:						Levy Increase (Decrease)
				\$11.574 mil	\$23.685 mil	\$42.87 mil	\$14.24 mil	\$14.205 mil	Debt						
	2025	2026	2027	2028	2029	TID #3	TID #5	Service	Golf	Impact	General				
Dec. 31	Principal	Interest	Total	Debt Issue	Debt Issue	Debt Issue	Debt Issue	Debt Issue	Funds	Funds	Funds	Course	Fees	Tax Levy	
2024														10,665,557	
2025	10,895,000	3,394,390	14,289,390						391,246	334,850	780,422	97,375	10,000	12,675,497	2,009,940
2026	10,345,000	2,881,613	13,226,613	2,215,543					535,940	644,850	100,000	-	-	14,161,366	1,485,869
2027	10,555,000	2,506,485	13,061,485	1,408,620	2,437,400				551,090	807,225	100,000	-	-	15,449,190	1,287,824
2028	10,290,000	2,137,198	12,427,198	1,372,808	2,072,800	2,480,963			624,063	780,200	100,000	-	-	16,849,506	1,400,316
2029	10,170,000	1,796,383	11,966,383	1,336,573	2,155,400	2,951,213	1,315,800		622,752	753,400	100,000	-	-	18,249,217	1,399,711
2030	8,845,000	1,502,167	10,347,167	1,299,809	2,187,800	3,965,213	1,610,425	1,689,450	623,535	726,600		-	-	19,749,729	1,500,512
2031	8,575,000	1,226,737	9,801,737	1,262,302	2,146,800	3,553,950	1,565,425	1,592,200	558,425	699,800				18,664,190	(1,085,539)
2032	5,620,000	977,025	6,597,025	1,224,372	2,750,200	4,711,075	2,120,425	1,547,200	540,600	775,400				17,634,297	(1,029,892)
2033	4,650,000	780,603	5,430,603	1,186,124	2,682,200	4,520,500	2,048,425	1,602,200	520,200	731,700				16,218,152	(1,416,145)
2034	3,180,000	639,612	3,819,612	1,147,346	2,618,600	4,627,263	1,976,425	1,602,700	-	770,000				15,021,947	(1,196,206)
2035	2,590,000	539,456	3,129,456	1,223,207	2,554,200	4,233,825	1,929,425	1,600,950	-	742,000				13,929,063	(1,092,884)
2036	2,590,000	450,187	3,040,187		2,479,000	4,646,013	1,806,300	1,596,950	-	714,000				12,854,450	(1,074,613)
2037	1,890,000	373,950	2,263,950		783,400	4,660,038	1,935,425	1,595,700	-	-				11,238,513	(1,615,938)
2038	1,890,000	310,744	2,200,744		782,200	1,926,838	1,870,550	1,586,975	-	-				8,367,307	(2,871,206)
2039	1,890,000	245,481	2,135,481		780,200	1,927,863		1,586,000						6,429,544	(1,937,763)
2040	1,890,000	179,131	2,069,131		782,400	1,931,550		302,325						5,085,406	(1,344,138)
2041	1,890,000	111,813	2,001,813		613,600	1,927,688		303,550						4,846,651	(238,756)
2042	1,215,000	50,634	1,265,634		895,600	1,931,488		304,325						4,397,047	(449,603)
2043	340,000	16,800	356,800		865,600	1,927,525		304,650						3,454,575	(942,472)
2044	250,000	5,000	255,000		785,600	1,931,013		299,525						3,271,138	(183,437)
					777,600	1,931,525		299,175						3,008,300	(262,838)
					748,800	1,929,063		298,375						2,976,238	(32,062)
						1,928,625		302,125						2,230,750	(745,488)
	99,560,000	20,125,411	119,685,411	13,676,705	31,899,400	59,643,231	18,178,625	18,414,375	4,967,851	8,480,025	1,180,422	97,375	10,000	257,427,630	



City of New Berlin
Fund Balance Projection

12/31/2023 Balance	12,098,393	
2024 Projected	1,760,997	** A positive year, budgeted to use \$1M-
		revenues were \$1,544k positive, expenses were
12/31/2024 Balance	<u>13,859,390</u>	\$1,217K positive, based on preliminary numbers
2025 Budgeted Use	(1,500,000)	
12/31/2024 Projected Balance	<u>12,359,390</u>	
Required Minimum:		
57,361,076 15%	8,604,161	
Balance available for future use	<u><u>3,755,229</u></u>	** budget projection commits \$1 million of this

FUND BALANCE COMPARISON

	New Berlin	Brookfield	Muskego	Beloit	Greenfield
2014	8,395,712	14,996,823	3,854,185	10,134,357	9,590,850
2015	8,802,534	15,703,787	4,488,995	9,799,174	10,032,622
2016	9,313,243	16,055,800	5,402,423	9,882,262	10,037,172
2017	9,543,733	16,177,318	6,212,058	10,171,343	10,246,447
2018	10,066,614	16,969,475	6,772,267	10,730,985	9,709,160
2019	10,125,778	16,816,770	7,275,043	13,533,215	9,899,463
2020	10,129,101	16,764,434	7,760,175	15,218,843	9,205,456
2021	9,312,068	17,735,915	7,878,219	16,100,157	9,115,221
2022	9,405,843	18,709,403	7,968,923	17,453,722	9,460,409
2023	12,098,393	17,608,513	8,244,919	17,818,244	10,250,849



City of New Berlin 2026 Budget Timetable

Tuesday, May 27	Common Council Sets Goals & Directives
Monday, June 30	Budget packets go out to departments
Friday, Aug 1	2026 Operating Budget and CIP forms and narratives Submitted to Mayor and Finance Department
Aug 4-Aug 29	2026 Department Budget reviews with Mayor
Tuesday, Sept 2	2026 Executive Budget to Finance Department
Friday, Sept 5	Distribute 2026 Executive Budget/CIP to Aldermen
Tuesday, Sept 16	COW Work Session
Tuesday, Sept 30	COW Work Session
Tuesday, Oct 14	COW recommends 2026 Operating/CIP Budgets
Thursday, Oct 23	Publish – Public Notice of 2026 Proposed Budgets
Tuesday, Nov 11	Public Hearing on 2026 Proposed Budgets
Tuesday, Nov 11	Common Council Action to approve 2026 Budgets
Tuesday, Dec 11	Estimated Mailing – Tax Statements

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

MEMO FROM: Gregory Kessler, AICP – Director of Community Development

DATE: May 19, 2025

ISSUE: Approval of Ordinance 2711 to amend Chapter 238 of the Municipal Code, *Swimming Pools*.

REQUESTED: Discussion and possible action to recommend to Common Council approval of Ordinance 2711 to amend Chapter 238 of the Municipal Code, *Swimming Pools*.

RATIONALE: The purpose of the revisions is to align the provisions of Chapter 238 – Swimming Pools, with Chapter 275.55.3.D (3) – Illicit Charges and Connections. Per § 275.55.3.D (3), “*Discharges from uncontaminated groundwater, potable water sources, roof drains, foundation drains and sump pumps, air-conditioning condensation, springs, lawn watering, individual residential car washing, water main and hydrant flushing, and swimming pools if the water has been dechlorinated.*” See attached draft ordinance.

§ 238-6. - Application for permit

- A. The application for a permit for such in-ground pool shall be made at the office of the Chief Building Inspector. Such application shall be made by the owner of the land upon which a private swimming pool is proposed to be constructed and shall contain the address of the location of the proposed swimming pool. The application shall contain the following additional information:
- (1) A description of the land upon which the private swimming pool is proposed to be constructed.
 - (2) Type of material proposed to be used in construction of the private swimming pool.
 - (3) Size of proposed private swimming pool.
 - (4) Type of material and height of fence proposed to be constructed around private swimming pool or property upon which the private swimming pool is proposed to be constructed.
- B. The application shall be accompanied with a plat plan drawn to scale showing all existing buildings upon said premises, the location of the private swimming pool, the distance therefrom to the existing buildings on said premises, the distance from said private swimming pool to the exterior boundary of said lot or parcel of land, the distance to the right-of-way line of any existing street or highway adjacent to said premises and the location of the sewage disposal facilities, including septic tank and filter bed area. Draining of pools or discharge of filters or any other equipment shall be dechlorinated, directed to roadside ditches, drainage easements, or storm sewers, and shall be done in such a manner that no water flows onto abutting properties.

§ 238-15. - Draining pools.

Draining of pools or discharge of filters or any other equipment shall be dechlorinated, directed to roadside ditches, drainage easements or storm sewers, and shall be done in such a manner that no water flows onto abutting properties.

ORDINANCE NO. 2711**ORDINANCE TO AMEND CHAPTER 230 (SWIMMING POOLS) OF THE
MUNICIPAL CODE OF THE CITY OF NEW BERLIN**

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

SECTION I

Section 238-6 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- A. The application for a permit for such in-ground pool shall be made at the office of the Chief Building Inspector. Such application shall be made by the owner of the land upon which a private swimming pool is proposed to be constructed and shall contain the address of the location of the proposed swimming pool. The application shall contain the following additional information:
- (1) A description of the land upon which the private swimming pool is proposed to be constructed.
 - (2) Type of material proposed to be used in construction of the private swimming pool.
 - (3) Size of proposed private swimming pool.
 - (4) Type of material and height of fence proposed to be constructed around private swimming pool or property upon which the private swimming pool is proposed to be constructed.
- B. The application shall be accompanied with a plat plan drawn to scale showing all existing buildings upon said premises, the location of the private swimming pool, the distance therefrom to the existing buildings on said premises, the distance from said private swimming pool to the exterior boundary of said lot or parcel of land, the distance to the right-of-way line of any existing street or highway adjacent to said premises and the location of the sewage disposal facilities, including septic tank and filter bed area. Draining of pools or discharge of filters or any other equipment shall be dechlorinated, directed to roadside ditches, drainage easements, or storm sewers, and shall be done in such a manner that no water flows onto abutting properties.

SECTION II

Section 238-15 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

Draining of pools or discharge of filters or any other equipment shall be dechlorinated, directed to roadside ditches, drainage easements or storm sewers, and shall be done in such a manner that no water flows onto abutting properties.

SECTION III

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

SECTION IV

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

SECTION V

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 27th day of May, 2025.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development
Dan Hogan, Code Compliance Specialist

RE: Requested Action Statement to approve a contract with Trees On The Move for landscape material and installation at the New Berlin Community Center at Hickory Grove.

DATE: May 27, 2025

REQUESTED ACTION: To approve a contract in the amount of \$84,222.79 with Trees On The Move for landscape material and installation at the New Berlin Community Center at Hickory Grove.

FISCAL IMPACT: No additional borrowing required, and no CIP funds used.

SOURCE OF FUNDS: Tree Mitigation Fund, account # 26420000-59020

RATIONALE/BACKGROUND: Completion of the project is scheduled for early August of 2025 and the City is now looking to complete the site landscape. The scope of project consists of supplying and installation of plant materials. The work scope does not include any landscape structures.

The City Attorney has made an initial review of the contract terms and conditions.

**CONTRACT BETWEEN
THE
CITY OF NEW BERLIN
AND
TREES ON THE MOVE
FOR
LANDSCAPE PLANTINGS AND INSTALLATION**

This agreement, entered into this 22 day of May 2025, by and between the City of New Berlin (CITY) and Trees On The Move (CONSULTANT);

WITNESS THAT:

WHEREAS, the CITY proposes the PROJECT described as follows:

The buildout and renovation of the New Berlin Community Center at Hickory Grove, located at 2600 S Sunny Slope Rd, New Berlin, WI.

WHEREAS, the CITY wishes to engage the services of a professional landscape consultant to provide project management and installation 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 DIRECTOR OF COMMUNITY DEVELOPMENT shall administer this CONTRACT specifically as related to work performed by the consultant. The DIRECTOR 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.
- 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. 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 the engineering for the Project necessary or incidental to accomplish the Project responsibilities, which are hereinafter specified.
- (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 DIRECTOR OF COMMUNITY DEVELOPMENT.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and the City of New Berlin Infrastructure Standards.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the DIRECTOR OF COMMUNITY DEVELOPMENT, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the DIRECTOR 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 DIRECTOR OF COMMUNITY DEVELOPMENT. The DIRECTOR 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 this CONSULTANT'S Proposal, dated May 8, 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 engineering 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 above on an hourly rate basis for a total fee of \$84,222.79. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount of \$84,222.79 except as provided herein.

B. PROGRESS PAYMENTS. The CONSULTANT shall submit invoices to the DIRECTOR 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 hours worked on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The DIRECTOR 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 30 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 DIRECTOR OF COMMUNITY DEVELOPMENT to proceed. The work under this contract shall be undertaken and completed in such 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 October 3, 2025**
- C. In addition to all other remedies inuring 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.

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. All expenses for travel, meals and lodging are not eligible for compensation under any part of this CONTRACT.

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 solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000
Watercraft Liability	\$1,000,000

Automobile Liability:

CSL	\$1,000,000
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Excess Liability:

Umbrella Form - Each Occurrence	\$5,000,000
Umbrella Form - Aggregate	\$5,000,000
Self-Insured Retention	\$ 10,000

Workers' Compensation and Employers' Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

Professional liability:

Aggregate/Occurrence	\$1,000,000
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A Certificate of Insurance shall be provided to the DIRECTOR OF COMMUNITY DEVELOPMENT as evidence thereof naming the CITY as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day 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. Additionally insured shall be provided on a primary and noncontributory basis. Coverage shall be provided by the way of a copy of a policy endorsement.

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 DIRECTOR 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 contingent upon each activity being reviewed for approval, and being approved for payment by the DIRECTOR 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, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed 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. To the extent the CITY is separately entitled to coverage, defense, and/or indemnification from a Contractor and/or its insurer for the same losses or expenses, this clause shall not apply, it being understood that the Contractor's obligation is primary.

SECTION IX - REGULATIONS

The CONSULTANT agrees to comply with all of 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.

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, 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 construction of the project has progressed sufficiently to make it manifest that the construction can be completed 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 three (3) years have 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 public improvements 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. 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 of 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 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 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 three (3) 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 - REPORTS AND INFORMATION

At such times and in such forms as CITY may 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 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 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, sex 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, sex 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 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. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT.

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

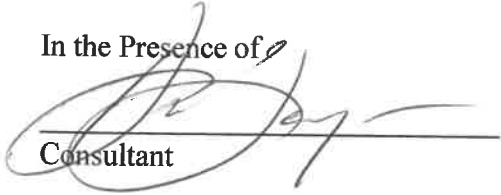
The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the ENGINEERS and relating to their work.

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.

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

ESTIMATOR

Title

5-22-2025

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 _____, 20____.

City Attorney Date

EXHIBIT A

REQUEST FOR QUOTE FOR PROFESSIONAL SERVICES



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
5/8/2025	25-125B

Job Location

City Of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262-797-2445 Ext 2249

Hickory Grove Community Center
2600 S Sunny Slope
New Berlin, WI 53151

Terms	Net 30	Sales Rep	Dan L	Completion Date		
Qty	Description					
	Proposal valid for 30 days					
1	Sheet(s) L100 dated 11/1/24					
	BASE BID					
1	Site Layout & Supervision / Mobilization / Administration					
	SHADE TREES					
2	Acer miyabei 'Morton' State Street Maple 2.5" BB					
4	Aesculus x Mystic Ruby Buckeye 2" BB (Largest available)					
1	Carya ovata Shagbark Hickory 2.5" BB					
4	Ginkgo biloba 'Princeton Sentry' Maidenhair Tree 2.5" BB					
3	Gleditsia triacanthos 'Draves' Street Keeper Honeylocust 2.5" BB					
	EVERGREEN TREES					
3	Juniperus chinensis 'Mountbatten' Juniper 6' BB					
10	Picea omorika 'Serbian' Spruce 7' BB					
	ORNAMENTAL TREES					
1	Amelanchier x grandiflora 'Autumn Brilliance' Serviceberry MS 7' BB					
4	Malus 'Royal Raindrops' Crabapple 2.5" BB					
	DECIDUOUS SHRUBS					
12	Aronia melanocarpa Glossy Black Chokeberry 24" cont					
28	Aronia melanocarpa UCONNAM165 Low Scape Mound Chokeberry 18" cont					
32	Ceanothus americanus New Jersey Tea 15" cont (ILO of 'Double Play' Spirea)					
26	Diervilla lonicera Dwarf Bush Honeysuckle 18" cont					
				Subtotal		
				Sales Tax (0.0%)		
				Total		



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Terms	Net 30	Sales Rep	Dan L	Completion Date		
Qty	Description					
15	Hydrangea arborescens 'Annabelle' Hydrangea 18" cont					
2	Hydrangea paniculata SMHPFL 'Firelight' Hydrangea #5 cont					
23	Hydrangea paniculata ILVOBO 'Bobo' Hydrangea #3 cont					
12	Hydrangea paniculata SMHPLQF 'Little Quick Fire' Dwarf Hydrangea 18" cont					
9	Phycocarpus opulifolios 'Center Glow' Ninebark 24" cont (Largest available)					
22	Physocarpus opulifolius 'Little Devil' Donna May Dwarf Ninebark 24" cont					
8	Ribes alpinum 'Alpine' Greenmound Currant 15" cont					
	EVERGREEN SHRUBS					
13	Juniperus chinensis 'Kallays' Compact Juniper 18" cont					
10	Taxus x media 'Everlow' Yew 18" BB					
	PERENNIALS / GRASSES					
19	Calamagrostis acutiflora 'Karl Foerster' Feather Reed Grass #1 cont (ILO of 'Grow Low Sumac')					
20	Hosta 'Island Breeze' Hosta #1 cont (Only size available)					
8	Perovskia 'Lacey Blue' Russian Sage 4.5" cont (ILO of 'Rosy Returns')					
6	Solidago 'Sugar & Kisses' Goldenrod 4.5" cont (ILO of 'Happy Returns')					
	SOFTSCAPE					
81,578	Turf Prep to include rock removal and hand raking per SF					
10,830	Stone bed prep per SF					
10,830	Weed Barrier per SF					
81,578	Single-Netted Straw matting erosion control per SF					
81,578	Advanced Landscape Seed Blend Mix per SF					
180	#2 Washed Stone / Supplied per ton					
180	Washed Stone / Installed					
738	Curv-Rite Aluminum Bed Edging installed per LF (Black)					
					Subtotal	
					Sales Tax (0.0%)	
					Total	



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New Berlin, WI 53151

Terms	Net 30	Sales Rep	Dan L	Completion Date		
Qty	Description					
5	(14) Tree Rings: Shredded hardwood bark mulch installed per CY					
1	Watering of plants during the course of landscape construction					
1	One (1) year warranty is included with this proposal. Warranty does not include damage caused by rodents, animal foraging, insects, mechanical damage, drought, frost, frost cracking, lightning, improper care, improper watering, natural disaster, or other Acts of God. Damage resulting from any of these causes that is not a defect is excluded from our warranty.					
1	MAINTENANCE...(0) days maintenance is included with this proposal which includes grass cutting and bed weeding only. Does NOT include irrigation, temporary or permanent, of turf or beds.					
	WATERING: - After initial plant installation and watering, the GC and/or Owner will bear the responsibility to continue to water outside any permanent irrigation system or specified and agreed upon temporary irrigation. LATE SEASON / WINTER CONDITIONS: - Evergreen Trees / Shrubs planted between November 15th and April 30th will not be warrantied as Winter Conditions impact their survival rate - TOTM will not warranty perennials installed after October 15th as they may not have time to root themselves to survive the winter season. - Plant selections for installation may need substitutions based upon the availability at nurseries late in the season. - If requested, TOTM will provide plant protection from winter salt damage with gypsum application as an additional charge. - Turf seeded between October 1st and November 15th will not be warrantied as there is a potential for a killing frost to immature grass. Seeding after November 15th will be a dormant seeding.					
				Subtotal		
				Sales Tax (0.0%)		
				Total		



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Terms	Net 30	Sales Rep	Dan L	Completion Date		
Qty	Description					
	- Any installations may incur additional winter condition charges from November 15th thru April 1st. EXCLUSIONS: - Plants are quoted on locally sourced availability, substitutions may be required. - Trees on the Move Standard Insurance Coverage / Limits are included. - If matting is installed, staples that hold the matting in place must be removed by others. - Any topsoil, unless specifically listed above as included. - Any CU Structural soil, unless specifically listed above as included. - Any Engineered soil at bio basins, unless specifically noted above as included. - If topsoil needs to be cleaned, the cost will be charged on a T&M basis. - Final rough grade to be +/-1" of final finish grade. - Any maintenance, unless specifically listed above as included. - Any irrigation (temporary or permanent), unless specifically listed above as included. - Any tree staking. If required, ADD \$95.00 plus tax per tree to base bid. - Any A.M. Leonard 4-inch diameter tree bark protection. If required, ADD \$52.00 plus tax per tree to base bid. - Any Gator bagging. If required, ADD \$30.00 plus tax per tree to base bid. - Any edging material, unless specifically listed above as included. - Any Prevailing or Union Wages, unless specifically listed above as included. - Any Engineering drawings for any retaining walls. - Any private line location services required will be an additional cost and billed to client plus 10% service fee. Otherwise, GC and/or Owner will bear responsibility/liability of damage. - Any Additional Insured Endorsement requirements will be an additional cost. - Any silt fence removal. - Any erosion control or site preparation work. - Any other item not listed above as included.					
					Subtotal	
					Sales Tax (0.0%)	
					Total	



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Terms	Net 30	Sales Rep	Dan L	Completion Date		
Qty	Description					
	Note: Base bid includes plant watering during the landscaping process. Upon project turnover watering shall be owner's responsibility. TOTM does offer this service on a Time and Material basis. Please contact us to discuss available options.					
	Note: Site Excavator shall turn over for Landscaping within 0.1' of finish grade, topsoil required to achieve shall be furnished by site excavator. All topsoil required to complete landscaping shall be utilized from owner's stockpile at no cost to TOTM.					
				Subtotal	\$84,222.79	
				Sales Tax (0.0%)	\$0.00	
				Total	\$84,222.79	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	CONTACT NAME: Theresa Bednar	FAX (A/C, No): (262)574-7080	
	PHONE (A/C, No, Ext): (262)574-7000	E-MAIL ADDRESS: Theresa.Bednar@rrins.com	
INSURED Trees on the Move Inc 5611 S Calhoun Road New Berlin, WI 53151	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Donegal Mutual Insurance Company		13692B
	INSURER B: Atlantic States Insurance Company		22586B
	INSURER C: Underwriters at Lloyds		15792
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 639936**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	☒ ☒	CPP9200470	06-15-2024	06-15-2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	☒ ☒	1000184089	06-15-2024	06-15-2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		CWA9200470	06-15-2024	06-15-2025	EACH OCCURRENCE \$ 8,000,000
	AGGREGATE \$ 8,000,000					
	DED ☒ RETENTION \$ 0					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A	1000006476	06-15-2024	06-15-2025	☒ PER STATUTE ☒ OTHER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds: Premier Landscapes and Design, Inc., MCJ2G Properties, LLC, Premier Commercial Landscapes LLC
Project: New Rec Center. The City of New Berlin, its officers, elected and appointed employees, agents and volunteers are Additional Insureds for General Liability on a primary and non-contributory basis and Auto Liability per forms listed above when required by a written contract. Waivers of Subrogation apply in favor of the Additional Insureds for General Liability and Auto Liability when required by a written contract. Umbrella is excess over the underlying General Liability, Auto Liability, and Employers' Liability limits. A 30-Day Notice of Cancellation applies in favor of City of New Berlin for reasons other than non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin 3805 S Casper Drive New Berlin, WI 53151	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY R&R Insurance Services, Inc.		NAMED INSURED Trees on the Move Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAICCODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

C	TYPE OF INSURANCE	AI	POLICY EFF	Professional Liability	\$ 1,000,000
	Pollution & Professional	☐	02-15-2025	Professional Liability Limit 2	\$ 2,000,000
		WOS	POLICY EXP	Pollution Liability	\$ 1,000,000
				Pollution Liability Limit 2	\$ 2,000,000
	POLICY NUMBER	☐	02-15-2026		\$
	EL00-98-0003-2025				\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT -
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provisions are added to subparagraph 1. **Who Is An Insured** under paragraph A. **Coverage** as found in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

d. (1) Any person or organization with whom you are required under a written contract, agreement, or permit to provide insurance such as is afforded under this policy, is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This does not apply to "bodily injury" or "property damage" occurring:

- (i) Prior to the date the written contract or agreement was executed and in effect;
- (ii) After your contract or agreement with such additional insured ends; or
- (iii) After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

**COMMERCIAL GENERAL LIABILITY
CGD 20 33 05 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the site or location designated in the written contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "Bodily injury" or "property damage" occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect;
 - b. After all work on the project (other than service, maintenance or repairs) to be performed at the site or location of the covered operations has been completed; or
 - c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. "Property damage" to:

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
- b. Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services.

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

- 8.** The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - b. The applicable Limit of Insurance shown in the Declarations,whichever is less.

May 6, 2025 (WF)

- D. With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CPP9200470 06/15/2024
May 6, 2025 (WF)
Trees on the Move Inc

06/15/2025

COMMERCIAL GENERAL LIABILITY
CGD 09 08 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SILVER SERIES
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

<u>Coverage</u>	<u>Limit(s) of Insurance</u>	<u>Page</u>
-----------------	------------------------------	-------------

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

- A. Subparagraph g.(2) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

- B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

- A. Subparagraph j. **Damage To Property** under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

- A. Subparagraph b. under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph d. under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph 2.a.(1)(d) as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph 3.a. as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

- A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (a) The insurance afforded the vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (4) or (6) above; or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.
5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land;
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
 7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to:
 - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
 9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
 - C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
 1. The coverage you have agreed to provide in the written contract or agreement; or
 2. The coverage provided by this endorsement.
 - D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
 - E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
 1. Prior to the date the written contract or agreement was executed and in effect;
 2. After your contract or agreement with such additional insured ends; or
 3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
 - F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:
 1. Primary and non-contributory basis; or
 2. Contributory basis.
- IX. MEDICAL EXPENSE INCREASED LIMIT**
- The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.
- Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE C. MEDICAL PAYMENTS only, the following provision is added to SECTION III - LIMITS OF INSURANCE:

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

B. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V - DEFINITIONS:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a. You are required under a written contract to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

**XIII.UNINTENTIONAL FAILURE TO DISCLOSE
HAZARDS**

The following Condition is added to **SECTION IV -
COMMERCIAL GENERAL LIABILITY
CONDITIONS:**

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. CONTRACTUAL LIABILITY - RAILROADS

Subparagraph f.(1) under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

XV. MOBILE EQUIPMENT REDEFINED

Subparagraph f.(1) under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILVER SERIES PLUS
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE*

Coverage	Limits of Insurance

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

The following provisions apply only with respect to the insurance provided by the Business Auto Coverage Form.

I. BROAD FORM NAMED INSURED AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE

The following provisions are added to subparagraph 1. Who Is An Insured under paragraph A. Coverage as found in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any organization, or any subsidiary of such organization, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement with respect to any covered "auto". However, this paragraph A.1.d. does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy, or would be an "insured" under such other policy but for its termination or upon the exhaustion of its limits of insurance, unless such other policy was written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

- A. Subparagraph a.(2) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II – COVERED AUTOS LIABILITY COVERAGE)** is deleted and replaced by the following:
 - (2) Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- B. Subparagraph a.(4) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II – COVERED AUTOS LIABILITY COVERAGE)** is deleted and replaced by the following:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES

Subparagraph 2. **Towing** under paragraph A. **Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

2. Towing And Labor Costs

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

With respect to disablement of covered "autos" other than of the private passenger type, the most we will pay for the total of all towing and labor costs during the policy period shown in the Declarations is the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Aggregate Limit.

IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES

Subparagraph a. **Transportation Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

a. Transportation Expenses

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION

Subparagraph b. Loss Of Use Expenses under paragraph 4. Coverage Extensions as found in paragraph A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE) is deleted and replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

VI. The following is added to paragraph A. COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE):

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
 - (2) The actual cash value, which includes an adjustment for depreciation and physical condition in the event of a total "loss"; or

- (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality,

minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.

- b. Subject to the limit of insurance and deductible provisions provided in paragraph 5.a. above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.

6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. **Exclusions** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

VIII. REPLACEMENT COST OF A PRIVATE PASSENGER VEHICLE

For a covered private passenger "auto" you own, paragraph C. **Limits Of Insurance** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

If we deem a covered "auto" to be a total loss within 180 days of your purchase of the automobile new, and it has not been previously titled, at our option we may:

1. Replace the covered "auto" with a new auto of like make, model and year; or
2. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

IX. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, no deductible applies to glass damage if the glass is repaired in a manner acceptable to us instead of replaced.

X. PARKED AUTO COLLISION DEDUCTIBLE

A. The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, in the event of "loss" caused by collision to a covered "auto" while such "auto" is in the care, custody or control of an "insured" and legally parked, the Collision Coverage deductible amount that will be applied to the "loss" will be \$100, regardless of any deductible amount shown in the Declarations as applicable to such covered "auto".

This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

- B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be \$100.

XI. MULTIPLE DEDUCTIBLE PROVISION

The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

XII. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

- d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XIII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph A. **Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;

- A. You are required under a written contract to waive your rights to recover from that person or organization; and
- B. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

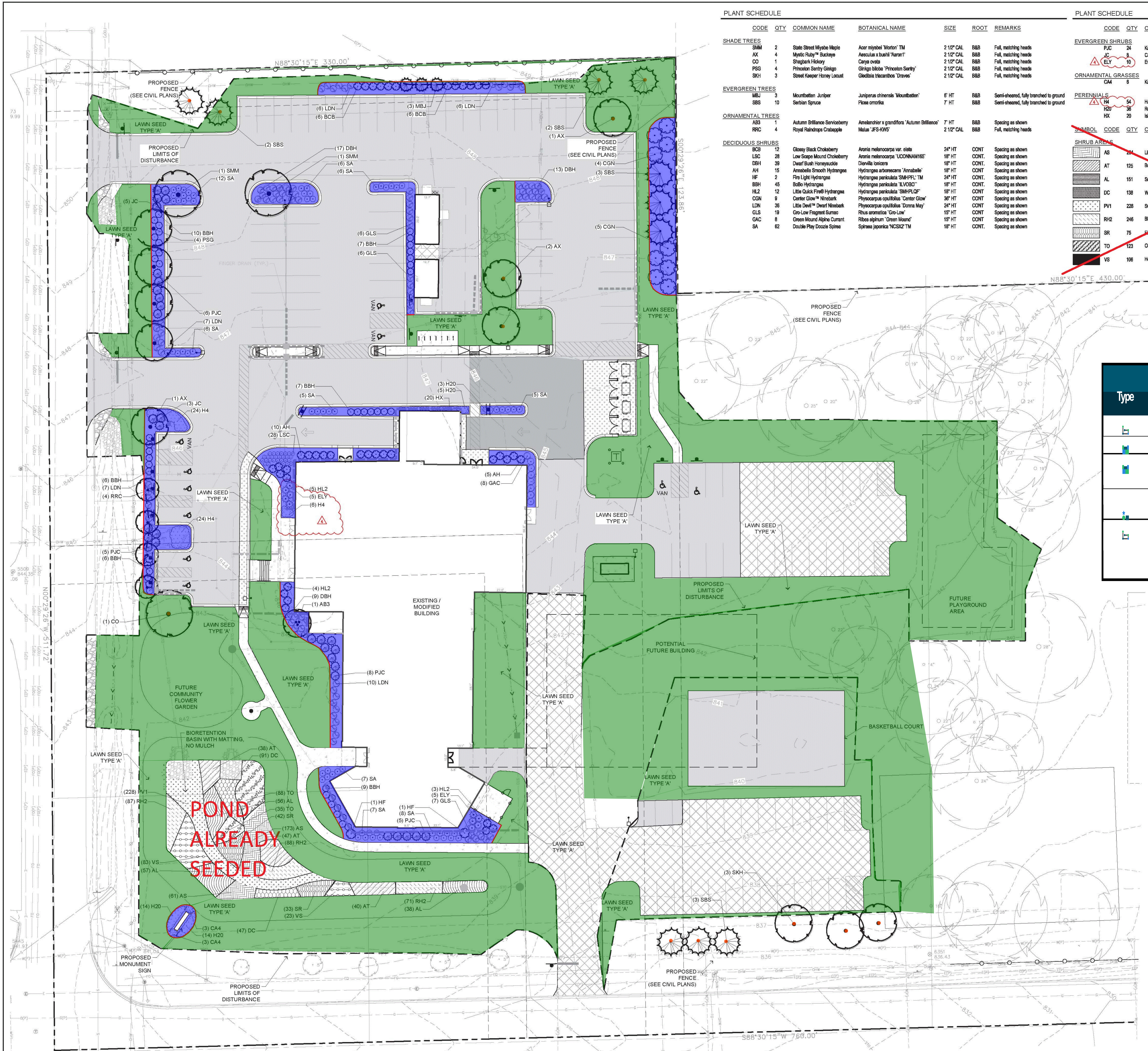
We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

XV. WORLDWIDE HIRED AUTO COVERAGE

Subparagraph **b.(5)** under paragraph **B. General Conditions 7. Policy Period, Coverage Territory** as found in **SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- (5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less;



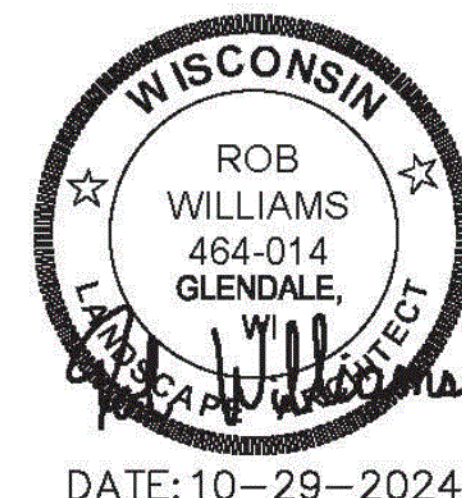
PLANT SCHEDULE						
CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
SHADE TREES						
SMM	2	State Street Myrtle Maple	Acer myrtifolium 'Morton' TM	2 1/2" CAL	B&B	Full, matching heads
AX	4	Myrtle Ruby™ Buckeye	Aesculus x bushii 'Varon'	2 1/2" CAL	B&B	Full, matching heads
CO	1	Shagbark Hickory	Carya ovata	2 1/2" CAL	B&B	Full, matching heads
PSG	4	Princeton Sentry Gingko	Ginkgo biloba 'Princeton Sentry'	2 1/2" CAL	B&B	Full, matching heads
SKH	3	Street Keeper Honey Locust	Gleditsia triacanthos 'Draves'	2 1/2" CAL	B&B	Full, matching heads
EVERGREEN TREES						
MBJ	3	Mountain Juniper	Juniperus chinensis 'Mountain'	6" HT	B&B	Semi-sheared, fully branched to ground
SBS	10	Serbian Spruce	Picea omorika	7" HT	B&B	Semi-sheared, fully branched to ground
ORNAMENTAL TREES						
AB3	1	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	7" HT	B&B	Spacing as shown
RRC	4	Royal Raindrops Crabapple	Malus 'JFS-KV5'	2 1/2" CAL	B&B	Full, matching heads
DECIDUOUS SHRUBS						
BO3	12	Glossy Black Chokeberry	Anonnie melanocarpa var. elata	24" HT	CONT	Spacing as shown
LSC	28	Low Shrub Mound Chokeberry	Anonnie melanocarpa 'UCONNAM165'	18" HT	CONT	Spacing as shown
DBH	39	Dwarf Bush Honeysuckle	Diervilla lonicera	18" HT	CONT	Spacing as shown
HF	15	Amabelle Smooth Hydrangea	Hydrangea arborescens 'Amabelle'	18" HT	CONT	Spacing as shown
HF	2	Fire Light Hydrangea	Hydrangea paniculata 'Starlight' TM	24" HT	CONT	Spacing as shown
BBH	45	Bubbly Hydrangea	Hydrangea paniculata 'LVOBO'	18" HT	CONT	Spacing as shown
HL2	12	Little Quick Fire® Hydrangea	Hydrangea paniculata 'SMHPLQF'	18" HT	CONT	Spacing as shown
CGN	9	Center Glow™ Ninebark	Physocarpus opulifolius 'Center Glow'	30" HT	CONT	Spacing as shown
LDN	38	Little Dwarf™ Dwarf Ninebark	Physocarpus opulifolius 'Dorina May'	24" HT	CONT	Spacing as shown
GLS	19	Crisp Low Fragrant Sumac	Rhus aromatica 'Crisp Low'	15" HT	CONT	Spacing as shown
GAC	8	Green Mound Alpine Currant	Ribes alpinum 'Green Mound'	15" HT	CONT	Spacing as shown
SA	62	Double Play Double Syringa	Syringa japonica 'TCSXZ' TM	18" HT	CONT	Spacing as shown

PLANT SCHEDULE						
CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
EVERGREEN SHRUBS						
PJC	24	Kalley Compact Pfitzer Juniper	Juniperus chinensis 'Kalley Compact'	18" SPD	CONT	Spacing as shown
ELY	10	Calgary Carpet® Juniper	Juniperus sabina 'Monro'	18" SPD	CONT	Spacing as shown
ELY	10	Everlow Yew	Taxus x media 'Everlow'	18" HT	B&B	
ORNAMENTAL GRASSES						
CM4	8	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 GAL	POT	24" Spacing
PERENNIALS						
HM	54	Happy Returns Daylily	Hemerocallis x 'Happy Returns'	4 1/2"	POT	24" Spacing
H20	36	Royal Returns Daylily	Hemerocallis x 'Royal Returns'	4 1/2"	POT	24" Spacing
HX	20	Island Breeze Hosta	Hosta x Island Breeze'	4 1/2"	POT	18" Spacing
SHRUB AREAS						
AS	234	Little Bluestem	Andropogon scoparius	4 1/2"	POT	18" Spacing
AT	125	Butterfly Weed	Asclepias tuberosa	4 1/2"	POT	24" Spacing
AL	151	Smooth Aster	Aster laevis	4 1/2"	POT	24" Spacing
DC	138	White Prairie Clover	Dalea candida	4 1/2"	POT	18" Spacing
PV1	228	Switch Grass	Panicum virgatum	4 1/2"	POT	24" Spacing
RH2	246	Black-eyed Susan	Rudbeckia hirta	4 1/2"	POT	18" Spacing
SR	75	Flowers Goldenrod	Solidago rugosa 'Fireworks'	4 1/2"	POT	24" Spacing
TO	123	Ohio Spiderwort	Tradescantia ohiensis	4 1/2"	POT	24" Spacing
VS	106	Honey Vervain	Verbena stricta	4 1/2"	POT	24" Spacing

Takeoff Legend				
Type	Color	Takeoff	Qty	UOM
Test	Blue	Test	23.05	LF
Lawn Seed 'A'	Green	Lawn Seed 'A'	81576.2	SQFT
Washed Stone Mulch #2	Blue	Washed Stone Mulch #2	10823.13	SQFT
Tree Rings	Orange	Tree Rings	14	EA
Aluminum Edging - Black	Red	Aluminum Edging - Black	732.28	LF

NOTE:
ALL TOPSOIL/ENGINEERED SOIL PLACEMENT
AND FINISH GRADING IS IN THE CONTRACT.
PLANTINGS, MULCH, SOIL AMENDMENTS AND
SEED BY OWNER.

LEGEND	
	PROPERTY LINE
	PROPOSED 18" CURB & GUTTER
	PROPOSED SD ASPHALT PAVEMENT
	PROPOSED GRAVEL SHOULDER
	PROPOSED CONCRETE SIDEWALK
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	MLL AND OVERLAY FULL ASPHALT DEPTH
	PROPOSED HEAVY DUTY ASPHALT - TO BE USED AS AN ALTERNATE IF NECESSARY



DATE: 10-29-2024



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

CITY OF NEW BERLIN CONSTRUCTION HANDBOOK

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

CONSTRUCTION SET
USE NO OTHER

DO NOT SCALE THESE DRAWINGS

REV. BY	DESCRIPTION	STATE PLAN REVIEW SUBMITTAL	C81 (PERMIT SET)	CONSTRUCTION BULLETIN #
REV. DATE	04/30/24	06/11/24	09/27/24	11/01/24
Project:				
Building Redevelopment For: New Berlin Community Center at Hickory Grove 2800 S Sunny Slope Rd New Berlin, WI 53151				
18245 W. Memorial Road Brookfield, WI 53005-9788 (262) 781-1000 rasmith.com				
roSmith CREATIVITY BEYOND ENGINEERING				
PERSPECTIVE DESIGN, INC. 1125 W. North Ave. Wauwatosa, WI 53226 Tel: (414) 302-1700 Fax: (414) 302-1701				
 City of New Berlin 3805 S Casper Drive New Berlin, WI 53151 Tel: (262) 786-8610				
LANDSCAPE PLAN				
Date: 04/30/24				
Scale:				
Drawn: REW				
Job: 23-106				
Sheet: L100				



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Greg Kessler, Director Department of Community Development
Dan Hogan, Code Compliance Specialist

RE: Requested Action Statement to transfer funds for phase 3 of the Community Center at Hickory Grove renovation project.

DATE: May 27, 2025

REQUESTED ACTION: To transfer funds from the accounts listed under "Source of Funds" in the amount of \$196,254.52 to the Hickory Grove CIP account for phase 3 of the project.

FISCAL IMPACT: The funds will be transferred to the Community Center at Hickory Grove CIP account, 0425290061103 C2024

SOURCE OF FUNDS:

Account: 04251100 59040 C2024	\$168,369.52
04251100 61112 C2019	\$27,885.00

RATIONALE/BACKGROUND: Phase 3 of the Hickory Grove project includes the purchasing and installation of the ADA signage and IT equipment for the building. The IT equipment will consist of a new phone system, emergency paging system, office computers and equipment needed for staff to take payments onsite. One of the major goals of this renovation project was to enhance the security of the building. In the summer, there will be approximately 50 children participating in the day camp program. Phase 3 allows for staff to monitor and secure the building during the hours they are onsite, something that is greatly limited at the current Community Center.

This transfer also allows for the rehabilitation of the two existing east parking lots. These lots are crucial to maintain enough parking spaces for upcoming elections.

Contingency funds for this project have been exhausted as a result of the following:

- State requirement to reestablish an ADA bathroom.
- Non-traditional roof fastener system because of the existing deck material.
- Interior and exterior masonry patching.
- Discovery of original septic tank and removal.
- Additional asbestos abatement.
- Basement heaters and humidifier to allow for election storage in the basement.
- Parking lot subsoil conditions.
- Underground fuel tank removal.

RESOLUTION 25-13
A RESOLUTION AMENDING THE 2024 CAPITAL PROJECTS BUDGET

WHEREAS, The Department of Community Development requires a transfer of funds to complete the required building and parking lot infrastructure in order to gain occupancy at the New Berlin Community Center at Hickory Grove.

WHEREAS, DCD staff requests that \$196,254.52 be transferred from the 2024 roadway rehab account and the 2019 City Hall Parking Lot account to the 2024 New Berlin Community Center at Hickory Grove account.

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:

TRANSFER FROM

Roadway Rehab	04251100 59040 C2024	\$168,369.52
Parking Lot- City Hall	04251100 61112 C2019	\$27,885.00

TRANSFER TO

New Berlin Hickory Grove	04252900-61103-C2024	\$196,254.52
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in The Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 27th day of May 2025.

Countersigned:

David Ament, Mayor

Rubina R. Medina, City Clerk



REQUESTED ACTION STATEMENT

DATE: May 19, 2025

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

Current and anticipated vacancies within the police department through 2027 will result in staffing challenges.

REQUESTED:

Request to pre-hire one sworn police officer in June 2025 in anticipation of at least one retirement during 2026.

FISCAL IMPACT:

The police department will be experiencing at least one retirement in 2026, but nine sworn staff will be retirement eligible by the end of 2025 and eleven total by the end of 2026. The Investigation Division conducted multiple background investigations to fill our current vacancies and for the one anticipated vacancy in 2026. The goal is to hire three candidates this summer to ensure proper onboarding/training before the start of the fall recruit academy. Two of the three candidates are lateral transfers from other agencies, and one is a recruit officer.

We will be able to absorb the pre-hire salary in our 2025 budget. The reason being is that all four of the recent vacancies were at top salary and two of four new hires are not.

RATIONALE:

With the required number of hours it takes to send a new hire to the police recruit academy and then the time required for field training, an officer would not count towards minimum staffing for at least ten months. By pre-hiring one new hire in 2025, we can get a head start on training a replacement officer for the anticipated retirement.