



Common Council Meeting Agenda

May 27, 2025 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 5/23/25

AGENDA

1. PRIVILEGE OF THE FLOOR

Each speaker is allotted up to 3 minutes. Please note that the Privilege of the Floor session is limited to 30 minutes total, unless extended at the discretion of the Council.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. May 13th, 2025 Common Council Meeting

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

A. Zahorik claim was received by the City Clerk and forwarded to the City Attorney for review and further action

7. FINANCE COMMITTEE

A. Discussion and possible recommendation to the Common Council for the Review of Financial Policies 1-14

8. RECREATION COMMISSION

A. Discussion and possible action to recommend to Common Council approval of the vendor agreements with Lynn Metz to provide Taekwondo classes of Genesis Martial Arts.

9. PARKS, BUILDINGS & GROUNDS COMMISSION

A. Approval and recommendation to award the Fire Station #8 Roofing Project

B. Approval and recommendation to approve a donation agreement for the Stanley Hall bench donation eagle scout project

10. DEFERRED, REFERRED & TABLED ITEMS

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

12. CONSENT AGENDA-----

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

13. MINUTES

- A. May 13th, 2025 Committee of the Whole Meeting

14. 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.

15. 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

16. 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

17. END CONSENT AGENDA-----

18. CLOSED SESSION

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

- B. Discussion regarding an MOU between the New Berlin Professional Police Association and the City of New Berlin
- C. *The Council may convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- D. Discussion regarding a potential confidential settlement agreement related to a litigation matter involving the City of New Berlin
- E. Discussion regarding claims involving Mathew Matye and Allstate Vehicle and Property Insurance Company
- F. Discussion regarding the claim submitted by Badger Mutual Insurance on behalf of Ryann Vassallo

19. RECONVENE TO OPEN SESSION

- A. Discussion and possible action regarding an MOU between the New Berlin Professional Police Association and the City of New Berlin
- B. Discussion and possible action regarding a potential confidential settlement agreement related to a litigation matter involving the City of New Berlin
- C. Discussion and possible action regarding claims involving Mathew Matye and Allstate Vehicle and Property Insurance Company
- D. Discussion and possible action regarding the claim submitted by Badger Mutual Insurance on behalf of Ryann Vassallo

20. ADJOURN

Additional Information

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



Common Council MEETING MINUTES

May 13, 2025 - 6:05 PM
City Hall Council Chambers

MINUTES

1. PRIVILEGE OF THE FLOOR

Each speaker is limited to 3 minutes. The session will conclude at 6:30 pm.

Mayor Ament read the rules for Privilege of the Floor at 6:05 PM.

Kathleen Wene, 2601 S. Brookland Road, was the only speaker. She spoke in opposition to the potential development of pickleball courts at Lions Park.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:10 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. April 22, 2025, Common Council Meeting Minutes

MOTION: Motion to approve

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

B. April 28, 2025, Special Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk

No Report

B. Council President

No Report

C. Mayor

No Report

6. COMMUNICATIONS

A. Lassa Claim: Received by the City Clerk and forwarded to the City Attorney for review

No Action

7. PLAN COMMISSION

A. Discussion and possible action to recommend to Common Council approval of (7) KH PK-2200053 - Approval of the contracts for the 2025 Malone Park Improvement Project.

MOTION: Motion to approve

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

B. Discussion and possible action to recommend to Common Council approval of (3) KH PK-2500161 Lions Park - Approval of selected consultant for the design of Lions Park.

MOTION: Motion to approve

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

- C.** (7) KW LD-2500450 Frank Grotkiewicz - 19300 W. Observatory Rd - Discussion and possible action to recommend to Common Council approval of a 2-Lot Certified Survey Map.

MOTION: Motion to approve

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

- D.** (7) NJ LD-2500487 Dave Merrick with Luther Group on behalf of New Berlin Fabrication Building located at - 16230 W. Beloit Road and 16100 W. Beloit Road. Discussion and possible action to recommend to Common Council approval of a 2-Lot Certified Survey Map.

MOTION: Motion to approve

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

8. BOARD OF PUBLIC WORKS

- A.** Discussion and possible action to recommend to Common Council approval of the revised Relocation Order for Sunny Slope Road by resolution and place on file with the County Clerk.

MOTION: Motion to approve

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

9. MAYORAL APPOINTMENTS

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

MOTION: Motion to approve

VOTE: Motion by: Hopkins

Second by: Kroupa
Motion Passed 5-0

10. DEFERRED, REFERRED & TABLED ITEMS

No items

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

No items

12. CONSENT AGENDA-----

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

MOTION: Motion to approve

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

13. MINUTES

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

14. 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

15. 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

16. END CONSENT AGENDA-----

17. CLOSED SESSION

- A.** *The Common Council may convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(e) for the purpose of deliberating or negotiating the lease of public property whenever competitive or bargaining reasons require a closed session, specifically regarding:*

City Clerk Medina read the statutory basis for entering into closed session.

MOTION: Motion to enter into closed session at 6:47 PM

ROLL CALL Motion by: Maxey

VOTE: Second by: Kroupa
Motion Passed 5-0

- B.** Discussion regarding the New Berlin Food Pantry lease agreement for the Community Center at Hickory Grove
- C.** *The Council may also convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- D.** Discussion regarding possible legal action against Muhammed Jaraba for the clear-cutting of property located at 6035 S. Karrington Lane within the C-1 Zoning District

- E. Discussion regarding the Klein Claim

18. RECONVENE TO OPEN SESSION

MOTION: Motion to reconvene to open session at 7:29 PM

ROLL CALL Motion by: Hopkins

VOTE: Second by: Maxey
Motion Passed 5-0

- A. Discussion and possible action regarding the New Berlin Food Pantry lease agreement for the Community Center at Hickory Grove

MOTION: Motion to approve the Food Pantry Lease Agreement for the Community Center at Hickory Grove

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

- B. Discussion and possible action regarding legal action against Muhammed Jaraba for the clear-cutting of property located at 6035 S. Karrington Lane within the C-1 Zoning District

MOTION: Motion to approve legal action as advised by the City Attorney

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

- C. Discussion and possible action regarding the Klein Claim

MOTION: Motion to approve the settlement as recommended by the City Attorney

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

19. ADJOURN

MOTION: Motion to adjourn at 7:32 PM

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

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



May 8, 2025

TO: Common Council

Mayor Ament

FROM: Finance Committee

RE: Item from the Finance Committee Meeting on May 8, 2025, requiring Common Council action.

- **Discussion & Possible Action – Review of Financial Policies 1-14**

Committee Motion:

This item was considered at the Finance Committee meeting on May 8, 2025. The Finance committee did a routine 3-year review of Policies 1-14 and made a minor adjustment #3 – Cash Handling Procedures & #8 – Financial Reporting, then approved the policies. It was recommended to the Common Council by a vote of 3-0. I do hereby move that the Council approve City Financial Policies 1-14, as presented.

City of New Berlin General Financial Policy	TITLE: Budget Process Policy
AUTHORIZATION DATE: 3/11/08	LAST UPDATE: 10/13/15, 1/8/19
POLICY SOURCE: Finance Committee	SCOPE: City-Wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee 07/15/15, 11/8/18, 4/14/22, 5/8/25 Common Council 10/13/15, 1/8/19, 4/26/22

General

State law requires all municipalities to prepare a budget annually. The budget is a projected financial plan or “fiscal blueprint” that outlines how municipal funds will be raised and spent.

Policy

- A. It is the responsibility of the **COMMON COUNCIL** to:
 - 1. Set annual budget targets
 - 2. Review and adopt the annual budget

- B. It is the responsibility of the **MAYOR** to:
 - 1. Set budget guidelines in accordance with the budget target set by the Common Council
 - 2. Review operating budget, incorporate the approved capital projects budget and present a recommended budget document to the Common Council

- C. It is the responsibility of the **FINANCE DIRECTOR** to:
 - 1. Develop the budget format within the financial system. Plan for and determine information needs for policy makers to assist in the annual operating budget review process.
 - 2. Distribute all budget information, including instruction guidelines, and budget forms to the departments prior to June 14th of the current year.
 - 3. Review and analyze budget request for accuracy and compliance with established guidelines.
 - 4. Meet with department administrators and/or their fiscal staff to discuss questions about and change to the department’s budget request

5. Inform the department head and fiscal staff when the Committee of the Whole will be meeting to review their budget. The department head should be present at the Committee meeting to answer any question the Committee may have of them concerning their budget request.
6. Present the Executive approved budget requests to the Committee of the Whole for review and action.
7. Update and prepare the budget forms with Common Council action for presentation in the annual Common Council Adopted Budget.

D. It is the responsibility of the **DEPARTMENT HEAD** to:

1. Review budget guidelines and procedures manual as they pertain to their department.
2. Develop budget requests and complete all forms according to the coding instructions included.
3. Forward the completed forms to the Finance Office according to the timetable. Forward supporting documentation for the budget requests to the Finance Director's office by the specified due date.
4. Schedule a meeting with the Mayor according to the timetable to review and discuss the Department Recommended Budget.

Policy

- The City will comply with all Federal State or local legal requirements pertaining to the operating budget, including the adoption of a balanced budget. A balanced budget is achieved when the amounts available from taxation and other sources, including amounts carried over from prior fiscal years, equals the total appropriations for expenditures and reserves.
- The City will employ a structured budget preparation and formulation process that will be used by all entities receiving funding from the City. The process employed will ensure adequate citizen input and participation.
- The City will employ a structured expenditure and revenue forecasting system to allow for effective financial planning.
- Essential services will receive first priority for funding. The City will attempt to maintain current service levels for all essential services.
- The Finance Director will prepare regular reports comparing actual revenues and expenditures to budgeted amounts.

BUDGET PROCESS TIMELINE

As prescribed by Wisconsin State Law, the City Mayor submits a proposed budget for the Common Council review and adoption.

In May, the Council is to set goals and give directives to City Departments. In June, the Finance Department is to distribute budget packets including forms and instruction guidelines. The last Friday in August, the Mayor will release his Executive Budget and CIP Budget to the Alderman. The Aldermen then have work sessions to discuss the proposed budgets in the months of September and October. Upon completion of the work sessions, the Proposed Budget is published, and notice of the Public Hearing is decided upon. The tax bills are to be mailed on the second week of December.

MONTH	
MAY	Common Council Sets Goals and Directives
JUNE	Finance Dept distributes information to departments including: instruction guidelines and budget forms
JULY 31 ST	Department budget documents to Mayor & Finance
AUGUST (3rd Friday)	Release Executive Budget/CIP Budget to Aldermen
SEPTEMBER/OCTOBER	Budget Work Sessions scheduled (1 st meeting by 3 rd Tues in Sept)
OCTOBER/NOVEMBER	Publish Public Notice of Proposed Budgets and Hold Public Hearing
NOVEMBER 30 TH	Adopt budget no later than this date
DECEMBER	Mail Tax Statements by second week of December

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20____ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Capital Improvement Policy
AUTHORIZATION DATE: 3/11/08	LAST UPDATE: 10/13/15
POLICY SOURCE: Finance Committee	SCOPE: City wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee 07/15/15, 11/8/18, 4/14/22, 5/8/25 Common Council 10/13/15, 1/8/19, 4/26/22

General

The City has a significant investment in capital assets, including equipment, land, buildings, and infrastructure. The purpose of this policy is to set guidelines for preparing the capital budget to fund these assets.

Policy

- 1.** The City will make all capital improvements in accordance with an adopted Capital Improvement program.
- 2.** The City will develop a five (5) year plan for Capital Improvements and update it annually.
- 3.** The City will enact an annual capital improvement budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population or changes in real estate development will be calculated and included in capital improvement budget projections.
- 4.** The objective of the Capital improvement program is to consider only those items with a life expectancy greater than five (5) years and a cost greater than \$50,000.
- 5.** The City will coordinate development of the Capital Improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts. The debt service budget will be audited to account for a new debt issued to fund Capital projects.
- 6.** The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and city priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
- 7.** The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
- 8.** The City will project its equipment replacement and maintenance need for the next five (5) years and will update this projection each year. From this projection, a maintenance and replacement schedule will be developed and followed.
- 9.** The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Common Council for approval.
- 10.** The City will utilize the least costly financing method for all new projects.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20____ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Cash Handling Procedures
AUTHORIZATION DATE: 10/13/15	LAST UPDATE: 10/13/15, 5/8/25
POLICY SOURCE: Finance Committee	SCOPE: City - wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee 07/15/15, 11/8/18, 4/14/22, 5/8/25 Common Council 10/13/15, 1/8/19, 4/26/22

General

The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. Strong internal controls are also designed to protect employees from inappropriate charges of mishandling funds by defining their responsibilities in the cash handling process. Included in the definition of cash are the following: coin, currency, checks, money orders, credit cards, accounts receivable charges, electronic funds transfers, and all cash equivalents.

Policy

Internal Control

Internal controls regarding the handling of cash receipts should be as effective and efficient as possible. The purpose of internal controls is as follows:

1. Safeguard the assets against theft and inefficient use
2. Determine the accuracy and reliability of accounting data
3. Promote operational efficiency
4. Encourage adherence to prescribed managerial policies

With the above purpose in mind, the ideal internal controls over cash receipts would be:

1. Do not permit any one employee to handle a transaction from beginning to end
2. Separate cash handling from record keeping
3. Centralize the receiving of cash as much as possible
4. Record cash receipts immediately on pre-numbered receipts
5. Deposit each day's receipts intact
6. Make all disbursements by check

7. Provide adequate safeguards for handling, transporting and storing cash.

The following is a summary of the cash handling procedures including recommended procedures to strengthen internal accounting controls over cash receipts.

CASH RECEIPTS

1. All fees collected must be recorded immediately upon receipt
2. Receipts will be prepared for each cash transaction using the cash receipt system
3. All funds collected must be totaled and reconciled to receipts on a daily basis by the cashier. Any unusual variances must be investigated by the Finance Director.
4. The funds deposited intact with the bank on a daily basis by either the Finance Director or ~~Accounting Manager~~ Deputy Director of Finance.

ADDITIONAL CASH HANDLING PROCEDURES

The City recognizes the need for maintaining a Petty Cash fund to cover minor unforeseen expenditures that need to be made immediately. The dollar limit for a Petty Cash item is set at \$25.00 and requires the approval of the employee's supervisor.

All requests for reimbursement from Petty Cash MUST be made on a completed Petty Cash form with receipt(s) attached. After the Supervisor has approved the dollar amount and account number, the employee should submit the request to the Cashier or Department person responsible for the Petty Cash box.

The Cashier, and those Departments with Petty Cash funds, will periodically submit a report to the ~~Accounting Manager~~ Finance Director requesting the fund be replenished. The report must have attached all of the forms and receipts that have been paid out since the last report.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Collection of Delinquent Accounts Policy
AUTHORIZATION DATE: 10/13/15	LAST UPDATE: 10/13/15, 1/8/19
POLICY SOURCE: Finance Committee	SCOPE: City-wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 09/10/15, 11/8/18, 4/14/22 5/8/25 Common Council: 10/13/15, 1/8/19, 4/26/22

General

The purpose of this policy is to establish a procedure concerning any and all accounts that carry a past due balance.

Policy

TAX COLLECTIONS – TIMELY PAYMENTS

State Statutes Section *74.11, 74.12, 74.69 and 990.001(4)*

The City will follow State statutes when determining whether a property tax payment is timely.

Regulations:

- The 5-day grace period, as defined in sec. 74.11 and 74.12, WI, Stats, applies to real and personal property.
- The 5-day grace period does not change the statutory due dates of January 31 or the due dates established by city ordinance for 3 or more installments.
- The statutory due date may be adjusted however by the provisions of sec. 990.001(4), WI Stats., but the adjusted date does not further extend the 5-day grace period beyond 5 working days from the unadjusted due date of the payment.
- Property taxes are not delinquent if they are paid within the 5-day grace period.
- A payment mailed in a properly addressed envelope, that is postmarked on or before the payment due date (statutory due date or the adjusted due date under sec 990.001, WI Stats.), with postage prepaid, and received by the proper official within 5 days (not to be confused with the 5 working day grace period) is considered timely under Sec. 74.69, WI Stats. Depending on timing, the 5 working day grace period may extend the time allowed for a payment timely mailed.

Examples:

- A payment postmarked on or before January 31 and received within 5 working days is **not** delinquent.
- A payment postmarked Feb 4 but received within 5 working days of January 31 is **not** delinquent.
- A payment postmarked on or before January 31 and received 6 or more working days after January 31 **is delinquent** (provided sec. 74.69(2), WI Stats., does not apply).
- A payment postmarked on or before January 31 and received on Feb 3 **can** be collected by the taxation district treasurer (sec. 74.11 (6) (a), WI Stats.).
- January 31 falls on a Sunday. A payment postmarked on or before Feb 1 and received within the latest of, 5 working days from January 31 or 5 days from Feb 1 is **not** delinquent.
- A property owner that makes a payment in person within 5 working days of January 31 is **not** delinquent.

COLLECTION OF DELINQUENT ACCOUNTS

PERSONAL PROPERTY TAXES

Personal property taxes shall be considered delinquent if not paid in full by the due date, as established by Wisconsin State Statutes.

A complete listing of delinquent Personal property shall be maintained including Tax Key number, name, address, phone number and status.

As of April 15th, a listing shall be prepared of all remaining delinquent Personal property taxes including the following:

Tax Key Number
Business Name/Owner Name
Address
Phone Number
Taxes due with interest

The list shall be sent to the City Attorney and the City's collection agency to collect the remaining amounts due.

Each year, the Finance Director will review any and all delinquent Personal Property taxes outstanding from previous years, and recommend to the Common Council a list, based on information from the collection agency, of those taxes deemed to be uncollectible. A Delinquent Personal Property tax listing will be posted on the City Website

COLLECTION OF DELINQUENT ACCOUNTS

AMBULANCE FEES

The City has two categories of account write-offs: (1) statutory – to comply with the legal allowable amounts that will be paid under government insurance programs, and (2) City approved – these are write-offs of accounts that have been deemed by the contractor and the City to be uncollectible. This policy addresses only the City-approved category. The City does not have discretion regarding the statutory write-offs.

The City will follow the collection agency recommendation writing off delinquent accounts.

COURTS

- 1) If a defendant does not pay by his court date or show for court, they are sent a default letter and given 30 days to pay.
- 2) Once past due all outstanding balances are put on the Tax Refund Intercept Program (TRIP)
- 3) In addition to TRIP for non-payment:
 - a) Minor traffic citations the individuals license is suspended for non-payment
 - b) OWI's, No valid driver's license, and multiple operating while suspended an operating after revocation and non-traffic (18 and older) are issued a summons to appear for a poverty hearing. If they do not appear or comply with the payment arrangement a Writ of Commitment is issued.
 - c) Zoning violations are issued a summons to appear for a poverty hearing. If the defendant does not appear or comply with the payment arrangement, a judgment is entered in Circuit Court putting a lien on the property.
 - d) Juveniles have their license suspended. If they do not have a license, the suspension commences at the time they apply for their license.
 - e) Unpaid parking citations result in a suspension of the vehicle registration.

RETURNED CHECKS – NSF CHARGES

WATER/WASTEWATER/WATER RESOURCE MANAGEMENT

Effective April 1,1997 it is the policy of the City of New Berlin Water, Water Resource Management and Wastewater Utilities to assess a \$25.00 penalty to the sewer portion of a bill if payment is made with an NSF check.

A \$25.00 penalty will be assessed to an account when a check is returned by customer's bank for insufficient funds. The penalty applies to the sewer portion of the payment.

Upon receiving NSF check, the following steps should be followed:

1. The account should be debited for the amount of payment returned. Separate the payment between water and sewer. Debit (charge back) the account through the name screen of the billing system.

2. The \$25.00 penalty is to be assessed to the account.
3. Write a letter to the customer informing him/her that the check was returned by the bank. Inform customer of the balance on the account and that a \$25.00 penalty was assessed. Inform customer of due dates and further penalties that will apply on their account if payment is not made.
4. File letter and backup paperwork in customer file.

PERMITS, LICENSES AND MISCELLANEOUS CHECKS

Effective January 1, 2000 it is the policy of the City of New Berlin Finance Department to assess a \$25.00 penalty if payment is made with an NSF check.

Upon receiving NSF check the following steps should be followed:

1. The account should be debited by the Finance Director for the amount of payment returned.
2. Write a letter to the customer informing him/her that the check was returned by the bank. Inform customer that a \$25.00 penalty was assessed, due dates and further penalties that will apply on their account if payment is not made, and license/and or/permit invalid if payment not made. Inform originating department of the return check.
3. File letter and backup paperwork in customer file.

REAL ESTATE AND PERSONAL PROPERTY TAXES

Effective January 1, 2000 it is the policy of the City of New Berlin Finance Department to assess a \$25.00 penalty to the taxes if payment is made with an NSF check.

Upon receiving NSF check the following steps should be followed:

1. The account should be debited by the Finance Director for the amount of payment returned.
2. Write a letter to the customer informing him/her that the check was returned by the bank. Inform customer of the balance of the tax bill, and that a \$25.00 penalty was assessed. Inform customer of due dates and further penalties that will apply on their account if payment is not made. Copies of the bad check and an updated tax bill payment screen will be sent with the letter.
3. File letter and backup paperwork in customer file.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20____ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Debt Policy
AUTHORIZATION DATE: 3/11/08	LAST UPDATE: 5/15/13, 10/13/15, 1/8/19
POLICY SOURCE: Finance Committee	SCOPE: City-wide
Reviewed by City Attorney, n/a	Board/Commission Approval: Finance Committee: 07/15/15, 11/8/18, 4/14/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 4/26/22

General

The City believes that debt is an equitable means of financing projects and represents an important means of meeting fiscal responsibilities.

Policy

- 1.** The City will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.
- 2.** When the City finances capital projects by issuing bonds or notes, it will pay back the bonds and notes within a period not to exceed the expected useful life of the project.
- 3.** The City will keep the maturity of General Obligation bonds at or below 20 years, and Promissory Notes at or below 10 years.
- 4.** The City will structure its debt borrowing issues to maintain stable debt service payments, as required by State Statutes.
- 5.** General obligation debt will not exceed 5 percent of the equalized value of all property in the City and debt repayment schedules will not exceed 20 years in length.
- 6.** The City shall not use long-term debt for current operations.
- 7.** The City will maintain good communications about its financial condition with credit rating agencies.
- 8.** The City will follow a policy of full disclosure on every financial report and bond prospectus.

- 9.** Refinancing or bond refunding will only be undertaken when there is significant economic advantage to the City, and when it does not conflict with other fiscal or credit policies.
- 10.** The City will issue its debt obligations through competitive sale unless it is determined by the City, and its Financial Advisor, that a competitive sale would not be expected to produce the best results for the City. If the City determines that bids received through a competitive sale are unsatisfactory, or in the event no bids are received, the City may enter into negotiation for sale of the obligations.
- 11.** The City may consider negotiated sales of debt obligations in extraordinary circumstances when the complexity of the issue requires specialized expertise, when the negotiated sale would result in substantial savings in time or money, or when market conditions or City credit are unusually volatile or uncertain. If the City elects to negotiate the sale of a debt obligation, it will utilize a Financial Advisor with no interests in the underwriting of the transaction to represent it.
- 12.** The Director of Finance will establish and maintain a system of record keeping and reporting to meet arbitrage rebate compliance requirements of the federal tax code. This effort will include tracking investment earnings on proceeds of debt obligations, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding debt obligations. Additionally, general financial reporting and certification requirements embodied in bond covenants shall be monitored to ensure that all covenants are complied with. The City's Financial Advisor may assist in the execution of these tasks.
- 13.** The levy target for debt service shall be not greater than 20% of the total levy, with an effort to maintain the levy at a proportionate, even level for tax rate stabilization.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Deposit & Investment of City Funds Policy
AUTHORIZATION DATE: 4/27/10	LAST UPDATE: 4/27/10, 10/13/15, 1/8/19, NEW DATE
POLICY SOURCE: Resolution 10-12	SCOPE: City-wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 09/10/15, 11/8/18, 4/14/22, 5/8/25, NEW DATE Common Council: 10/13/15, 1/8/19, 4/26/22, NEW DATE

General

It is in the interest of the City of New Berlin to adopt a policy to ensure continuous prudent deposits and investments of available City funds.

Policy

I. Public Deposit

1. The Common Council shall, by resolution, designate one or more public depositories, organized and doing business under the laws of this state or federal law, and located in Wisconsin, in which the Finance Director shall deposit all public monies received by him/her.
2. Limitations. The resolution designating one or more public depositories shall specify whether the monies shall be maintained in time deposits subject to the limitations of sec. 66.0603(1m), Stats., demand deposits or savings deposits, and whether a surety bond or other security shall be required to be furnished under sec. 34.07, Stats., by the public depository to secure the repayment of such deposits. Not more than Five Hundred Thousand Dollars (\$500,000) shall be deposited in any one public depository, unless specifically authorized by the Common Council.
3. Deposits. The Finance Director shall deposit public monies in the name of the City of New Berlin in such a public depository designated by the Common Council and subject to the limitations herein above set forth.
4. Withdrawals. Withdrawals or disbursements by the Finance Director of monies deposited in a public depository shall be made as provided by sec. 66.0607 Stats. The Finance Director is authorized, at his discretion, to process periodic payments through the use of money transfer techniques as set forth in sec. 66.0607(3m), Stats.

II. Investments

- 1) Policy. It is the policy of the City of New Berlin to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the city and conforming to all state and local statutes governing the investment of public funds.
- 2) Scope. The investment policy applies to all financial assets of the City. These funds are accounted for in the City's Annual Financial Report and include:
 - A. General Fund
 - B. Special Revenue Funds
 - C. Capital Projects Funds
 - D. Enterprise Funds
 - E. Trust & Agency Funds
 - F. Internal Service Funds
 - G. Debt Service Funds
- 3) Prudence. Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
 - A. The standard of prudence to be used by the investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- 4) Objective. The primary objectives, in priority order, of the City's investment activities shall be:
 - A. Safety: Safety of principle is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
 - B. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
 - C. Return on Investment. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles,

taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

- 5) Delegation of Authority. Authority to manage the City's investment program is derived from the following: City Ordinance and Wisconsin State Statutes. Management responsibility for the investment program is hereby delegated to the Finance Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to people responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.
- 6) Ethics and Conflicts of Interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Mayor any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the city's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.
- 7) Authorized Financial Dealers and Institutions. The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Wisconsin. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with the following:

- Audited financial statements
 - Proof of National Association of Security Dealers certificate
 - Proof of state registration
 - Certification of having read city's investment policy
- 8) Authorized & Suitable Investments. The City is empowered by statute 66.0603 to invest in the following types of securities.
 - a. Certificates of Deposit
 - b. U.S. Government bonds and securities

- c. U.S. Government agency bonds and securities
 - d. Repurchase agreements
 - e. Commercial securities of the highest or second highest ratings
 - f. State of Wisconsin Local Government Investment Pool
 - g. Wisconsin Municipal bonds or securities
 - h. Investment trusts permitted under 66.0603
- 9) Collateralization. Except as provided in Resolution 05-40 collateralization will be required on two types of investments: certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (102%) of market value of principal and accrued interest.
- Collateral will always be held by an independent third party with whom the City has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.
- Collateral should be valued at least quarterly by the City of its investment advisor. Evidence of ownership and market value must be supplied to the City by an independent third-party custodian.
- The right of collateral substitution is granted.
- 10) Safekeeping and Custody. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a deliver-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts.
- 11) Diversification. The City will diversify its investments by security type & institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the entity's total investment portfolio will be invested in a single security type or with a single financial institution.
- 12) Maximum Maturities. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Extended maturity may be utilized to take advantage of higher yields; however, no more than fifty (50%) percent of the total investments should extend beyond 3 years, and under no circumstances should any extend beyond 5 years.
- 13) Internal Control. The Finance Director shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.
- 14) Performance Standards. The investment portfolio will be designated to obtain a market average rate of return during budgetary and economic periods, taking into account the City's investment risks, constraints and cash flow needs.

- A. Market Yield (Benchmark): The City's investment strategy is passive. Given this strategy, the basis used by the Finance Director to determine whether market yields are being achieved shall be the LGIP and the average of Fed Funds rate.

15) Reporting. The Finance Director is charged with the responsibility of including a market report on investment activity and returns in the City's Financial Report. Reports will include performance, market sector breakdown, number of trades, interest earnings, and average maturity.

16) Investment advisor. Should the City deem it appropriate to retain an investment advisor, the following procedures will be followed with respect to the investment advisor relationship:

- A. Investment Procedures – Once an investment advisor is selected, the City will at all times be responsible for establishing the investment, responsible for providing advice and developing and implementing strategies for carrying out such objectives. The investment advisor will have no authority to take possession of City monies, or, investment securities, nor to execute investment transactions on behalf of the city, except where investment authority may be delegated (e.g. "discretionary" authority) as per Wisconsin Statutes 66.0603 (2). For those investments under management in a "non-discretionary" account, all investment transactions shall be approved by City staff.
- B. Periodic Reporting – The investment advisor shall provide periodic reports regarding the composition, performance level and accounting treatment of the City's investment portfolio. Such reports should be made quarterly to the Director of Finance for inclusion in the quarterly investment report to the Common Council. Annually, the Director of Finance shall provide a report to the Common Council for review of (a) investment performance and (b) the agreement under which the City has delegated investment authority (if applicable).
- C. Portfolio Maturities – Certain strategies recommended by the investment advisor(s) may involve purchase of U.S. government securities with stated maturities longer than 10 years, which conflicts with section 12 of this policy. Specific examples include mortgage-backed securities issued by certain U.S. agencies supported by adjustable-rate mortgages. For these securities, the effective maturity will be defined as the time to coupon reset. For any other proposed securities with maturities in excess of the limits established elsewhere in this policy, any such intent will be reported to the Common Council for its review and approval.
- D. Compensation and Term of Agreement – Investment advisory fees shall be established in advance. All compensation shall be disclosed in a written agreement. The relationship between the advisor and the City may be terminated at any time at the discretion of the City.

17) Investment Policy Adoption. The City's investment policy shall be adopted by resolution of the City of New Berlin Common Council. The policy shall be reviewed on an annual basis by the

Finance Committee and any modifications made thereto must be approved by the Common Council.

III. MISCELLANEOUS

1. Liability. Notwithstanding any other provision of law, the Finance Director who deposits public monies in any public depository, in compliance with sec 34.05, Stats is under the provisions of sec 34.06, Stats., relieved of any liability for any loss of public monies which results from the failure of any public depository to repay to the public depositor the full amount of its deposits, thus causing a loss as defined in sec 34.01(2), Stats.
2. Definitions. Words and phrases shall, insofar as applicable, have the meaning set forth in sec 34.01, Stats as amended.
3. Conflict. This policy is enacted in accordance with the provisions of Chapter 34 and sec. 66.0603, Stats. In case of conflict, the state law shall prevail.
4. Duration. This policy shall continue in force until repealed or superseded by further resolutions of the Common Council.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Equipment Disposal Policy
AUTHORIZATION DATE: 10/13/15	LAST UPDATE: 10/13/15, 1/8/19
POLICY SOURCE: Finance Committee	SCOPE: City-wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 07/15/15,12/13/18,4/14/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 4/26/22

General

The purpose of this policy is to establish minimum standards for the disposal of capital assets and subsequent reporting in the financial records.

Policy

1. General Guidelines and Responsibilities for Disposal of Capital Assets -

- A. Capital assets retired from service shall be disposed of in the most efficient and cost effective manner possible.
- B. Capital assets shall be disposed of in a manner that is environmentally responsible.
- C. Vehicles and vehicular equipment shall be designated as surplus and disposed of by the Fleet Manager with Mayor approval, according to the Fleet Management Policy.
- D. Information technology and communication equipment shall be designated as surplus and disposed of by the Information Technology Manager. All PC, server and peripherals will be recycled with an approved recycling vendor. All media will be disposed of according to the "Media Handling Disposal policy".
- E. Minor equipment items, which by definition are not capital assets, shall also be designated as surplus and disposed of in accordance with the above guidelines.

2. Recordkeeping and Accounting for Disposal of Capital Assets

- A. Capital asset disposal records shall be maintained in accordance with Generally Accepted Accounting Principles under the direction of the accounting department.
- B. Capital asset disposal records shall be retained in accordance with City policies and retention schedules.
- C. A half year's depreciation expense shall be recognized in the year of disposal.

- D. Gain or loss on disposal of capital assets shall be recognized in accordance with Generally Accepted Accounting Principles.
- E. Capital assets that continue in service, even after fully depreciated, shall remain on the financial records and shall be removed only upon disposal.
- F. Disposing departments shall promptly and accurately record disposals, including transfers between departments as they occur during the year.
- G. Supporting documentation for disposals, including transfers between departments, shall include the Asset Disposal Report form in accordance with instructions provided by accounting.
- H. For transfers between departments, the book value of assets transferred shall be relieved from the transferring departments' records and added to that of the receiving department at the same book value.
- I. The department owning an asset shall further be responsible for:
 - 1) Explaining and resolving physical inventory discrepancies and completing a Fixed Asset Form.
 - 2) Accounting for items lost or stolen by completing an Equipment Transfer and Disposal Report; and
 - 3) Filing a police report for any asset believed to have been stolen.
- J. All proceeds from the sale of surplus property shall be reported to the Finance Department for deposit and application to the proper account(s).
- K. Complete form for City Clerk as required by the City's General Administration Policy – *"Reporting Additions and/or Deletions to City Owned Property"* for insurance purposes.

3. Disposal of Personal Property – capitalized personal property may qualify for disposition if:

- A. Designated as surplus,
- B. Found to no longer function or is no longer in use,
- C. Traded for a newer or more functional item,
- D. Determined to be in a state of disrepair and not reasonably repairable,
- E. Discovered missing during a physical inventory, or
- F. Reported as lost or stolen.

Upon proper authorization, disposition shall be permitted as follows;

- A. Transfer or sale to another department
- B. Transfer or sale to another public agency
- C. Sent to auction for disposal as surplus
- D. Donation, if the donation is deemed to be in the public interest, to a public agency or an Internal Revenue code 501(c)(3) organization
- E. Abandonment, salvage, or destruction, but only in accordance with regulatory restrictions and environmental rules and regulations.
- F. Sale, exchange, trade-in, or salvage of the following types of equipment shall be handled as follows:
 - i. Vehicles and vehicular equipment by Fleet Manager, per "Fleet Management Policy"
 - ii. Computer and communications equipment by the IT Manager per "Media Handling Disposal Policy".

4. Disposal of Real Property

- A. Real property, including land, land improvements, building, and infrastructure shall be disposed of only after Council approval.

5. Impairments of Capital Assets

- A. Capital assets shall be considered impaired when events or changes in circumstances indicate that service utility has declined significantly and unexpectedly as defined by Generally Accepted Accounting Principles (GAAP). Such events or changes in circumstances may include, flood, fire, earthquake, technological obsolescence, or changes in environmental standards.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Financial Reporting Policy
AUTHORIZATION DATE: 10/13/15	LAST UPDATE: 10/13/15
POLICY SOURCE: Finance Committee	SCOPE: City-wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 7/15/15, 12/13/18, 5/12/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 4/26/22

General

The accounting policies of the City of New Berlin, Wisconsin will conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

Policy

A. REPORTING ENTITY

The reporting entity for the City consists of the primary government and its component units. Component units are legally separate organizations for which the primary government is financially accountable or other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading. The primary government is financially accountable if (1) it appoints a voting majority of the organization's governing body and it is able to impose its will on that organization, (2) it appoints a voting majority of the organization's governing body and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the primary government, (3) the organization is fiscally dependent on and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the primary government. Certain legally separate, tax exempt organizations should also be reported as a component unit if all of the following criteria are met: (1) the economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the primary government, its component units, or its constituents; (2) the primary government or its component units, is entitled to, or has the ability to access, a majority of the economic resources received or held by the separate organization; and (3) the economic resources received or held by an individual organization that the primary government, or its component units, is entitled to, or has the ability to otherwise access, are significant to that primary government.

Component units are reported using one of two methods, discrete presentation or blending. Generally, component units should be discretely presented in a separate column in the financial statements. A component unit should be reported as part of the primary government using the blending method if it meets any one of the following criteria: (1) the primary government and the component unit have substantially the same governing body and a financial benefit or burden relationship exists, (2) the primary government and the component unit have substantively the same governing body and management of the primary government has operational responsibility for the component unit, (3) the component unit serves or benefits, exclusively or almost exclusively, the primary government rather than its citizens, or (4) the total debt of the component unit will be paid entirely or almost entirely from resources of the primary government.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity ~~except for fiduciary funds~~. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed as a whole or in part by fees charged to external parties for goods or services. ~~Likewise, the primary government is reported separately from a legally separate component unit for which the primary government is financially accountable.~~

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The city does not allocate indirect expenses to functions in the statement of activities. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included among program revenues are reported as general revenues. Internally dedicated resources are reported as general revenues rather than as program revenues.

Fund Financial Statements

Financial statements of the city are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position/fund balance, revenues, and expenditure/expenses.

~~Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide~~

~~financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.~~

Funds are organized as major funds or non-major funds within the governmental and proprietary statements. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the city or meets the following criteria:

- a. Total assets/deferred outflows of resources, liabilities/deferred inflows of resources, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type, and
- b. The same element of the individual governmental fund or enterprise fund that met the 10 percent test is at least 5 percent of the corresponding total for all governmental and enterprise funds combined.
- c. In addition, any other governmental or enterprise fund that the city believes is particularly important to financial statement users may be reported as a major fund.

The city reports on the following major governmental funds:

General Fund – accounts for the city’s primary operating activities. It is used to account for and report all financial resources except those required to be accounted for in another fund.

General Debt Service Fund – used to account for and report financial resources that are restricted, committed, or assigned to expenditure for the payment of general long-term debt principal, interest, and related costs, other than TID or enterprise debt.

Capital Improvements Capital Projects Fund – used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets for capital improvement projects.

The City reports on the following major enterprise funds:

Water Utility – accounts for operations of the water system

Wastewater Utility – accounts for operations of the wastewater system

Water Resource Management Utility – accounts for operations of the stormwater system

The City reports the following non-major governmental funds:

Special Revenue Funds – used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes (other than debt service or capital projects).

Park & Open Space		Concession Stand		Landscape	
Trail Fees		Park & Recreation		Building Maintenance	
Impact Fees		Police		Technology Fee	
Wastewater RCA Fees		Fire		Tourism Fund	
Golf Course		Mayor		Tax Increment District	
Fourth of July		Special Assessment		Grant	
Library				Garbage/Recycling	

Capital Projects Funds – used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlay, including the acquisition or construction of capital facilities and other capital assets.

Equipment

Equipment Replacement

In addition, the city reports the following fund types:

Internal service funds are used to account for and report the financing of goods or services provided by one department or agency to other departments or agencies of the City, or to other governmental units, on a cost-reimbursement basis.

General Liability Insurance

Custodial funds are used to account for and report assets held by the city in a trustee capacity or as an agent for individuals, private organizations, and/or other governmental units.

~~Property~~ Tax Collection

Deposit

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

Government-Wide Financial Statements

The government-wide statement of net position and statement of activities are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Property taxes are recognized as revenues in the year for which they are levied. Taxes receivable for the following year are recorded as receivables and deferred inflows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the

provider are met. Special assessments are recorded as revenue when earned. Unbilled receivables are recorded as revenues when services are provided.

As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the city's water, wastewater and water resource management utilities and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recorded when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the city considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences, and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

Property taxes are recorded in the year levied as receivables and deferred inflows. They are recognized as revenues in the succeeding year when services financed by the levy are being provided.

Intergovernmental aids and grants are recognized as revenues in the period the city is entitled the resources and the amounts are available. Amounts owed to the city which are not available are recorded as receivables and unavailable revenues. Amounts received before eligibility requirements (excluding time requirements) are met are recorded as liabilities. Amounts received in advance of meeting time requirements are recorded as deferred inflows.

Special assessments are recorded as revenues when they become measurable and available as current assets. Annual installments due in future years are reflected as receivables and unavailable revenues.

Revenues susceptible to accrual include property taxes, miscellaneous taxes, public charges for services, special assessments and interest. Other general revenues such as fines and forfeitures, inspection fees, recreation fees, and miscellaneous revenues are recognized when received in cash or when measurable and available under the criteria described above.

Proprietary and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as described previously in this note

The proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water, Wastewater, and Water Resource Management Utilities are charges to customers for sales and services. The

rates used in the Water Utility were approved by the Public Service Commission. Wastewater and Water Resource Management service charges are billed at rates established by the city's common council. Special assessments are recorded as receivables and contribution revenue when levied. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

All Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY

1. Deposits and Investments

For purposes of the statement of cash flows, the city considers all highly liquid investments with an initial maturity of three months or less when acquired to be cash equivalents.

2. Receivables

Property taxes are levied in December on the assessed value as of the prior January 1. In addition to property taxes for the city, taxes are collected for and remitted to the state and county governments as well as the local school district and technical college district. Taxes for all state and local governmental units billed in the current year for the succeeding year are reflected as receivables and due to other taxing units in the accompanying statement of ~~assets and liabilities—agency fund fiduciary net position~~.

Property tax calendar

Lien date and levy date	December
Tax bills mailed	December
Payment in full, or	January 31
First installment due	January 31
Second installment due	March 31
Third installment due	May 31
Personal property taxes in full	January 31

Tax sale by County – delinquent real estate taxes-three years after tax roll date

Accounts receivable have been shown net of an allowance for uncollectible accounts. Delinquent real estate taxes as of July 31 are paid in full by the county, which assumes the collection thereof. No provision for uncollectible accounts receivable has been made for the city and the utilities because they have the right by law to place delinquent bills on the tax roll.

During the course of operations, transactions occur between individual funds that may result in amounts owed between funds. Short-term inter-fund loans are reported as “due to and from other funds.” Long-term inter-fund loans (noncurrent portion) are reported as “advances from and to other funds.” Inter-fund receivables and payables between funds within governmental activities are eliminated in the statement of net position. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances”.

In the governmental fund financial statements, advances to other funds are offset equally by a non-spendable fund balance account which indicates that they do not constitute expendable available financial resources and, therefore, are not available for appropriation or by a restricted fund balance account, if the funds will ultimately be restricted when the advance is repaid.

3. Inventories and Prepaid Items

Governmental fund inventory items are charged to expenditure accounts when purchased. Year-end inventory is not significant. Proprietary fund inventories are generally used for construction and/or for operation and maintenance work. They are not for resale. Any materials and supplies on hand at year-end are considered immaterial.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

4. Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties.

5. Capital Assets

Government –Wide Statements

Capital assets, which include property, plant and equipment, are reported in the government-wide financial statements. Capital assets are defined by the government as assets with an initial cost of more than \$5,000 for general capital assets, \$10,000 for infrastructure assets, \$1,000 for utility system assets, and an estimated useful life in excess of one year. All capital assets are valued at historical cost or estimated historical cost if actual amounts are unavailable. Donated fixed assets are recorded at their estimated fair value at the date of donation.

Additions to and replacements of capital assets of business-type activities are recorded at original cost, which includes material, labor, overhead, and an allowance for the cost of funds

used during construction when significant. For tax-exempt debt, the amount of interest capitalized equals the interest expense incurred during construction netted against any interest revenue from temporary investment of borrowed fund proceeds. The cost of renewals and betterments relating to retirement units is added to plant accounts. The cost of property replaced, retired or otherwise disposed of, is deducted from plant accounts and, generally, together with removal costs less salvage, is charged to accumulated depreciation.

Depreciation and amortization of all exhaustible capital assets is recorded as an allocated expense in the statement of activities, with accumulated depreciation and amortization reflected in the statement of net position. Depreciation and amortization is provided over the assets' estimated useful lives using the straight-line method. The range of estimated useful lives by type of asset are included in the fixed asset policy.

Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for the same way as in the government-wide statements.

6. Deferred Outflows of Resources

A deferred outflow of resources represents a consumption of net position/fund balance that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until that future time.

A deferred charge on refunding arises from advance refunding of debt. The difference between the cost of the securities placed in trust for future payments of the refunded debt and the net carrying value of that debt is deferred and amortized as a component of interest expense over the shorter of the term of the refunding issue or the original term of the refunded debt. The unamortized amount is reported as a deferred outflow of resources in the government-wide and proprietary fund statements.

7. Compensated Absences

Under terms of employment, employees are granted sick leave and vacations in varying amounts. ~~Only benefits considered to be vested are disclosed in these statements.~~

~~All-vested~~ vacation and sick leave pay is accrued when incurred in the government-wide and proprietary financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements, and are payable with expendable available resources.

The city provides postemployment health insurance benefits for all eligible employees. Eligibility is based on the terms of the Wisconsin Retirement System. The benefits are based on contractual agreements with employee groups, and the employee handbook. Employees may convert 50 percent of accumulated sick leave to pay for health care premiums. The cost of those premiums is recognized as an expenditure, as the premiums are paid. The entire cost is

paid by the city. Funding for those costs is provided out of the current operating budget of the city. The contributions are financed on a pay as you go basis.

Payments for vacation and sick leave will be made at rates in effect when the benefits are used. Accumulated vacation and sick leave liabilities at December 31 are determined on the basis of current salary rates and include salary related payments.

8. Long-Term Obligations/Conduit Debt

All long-term obligations to be repaid from governmental and business-type resources are reported as liabilities in the government-wide statements. The long-term obligations consist primarily of notes and bonds payable, ~~and~~ accrued compensated absences ~~leases payable, and net pension and OPEB liabilities.~~

Long-term obligations for governmental funds are not reported as liabilities in the fund financial statements. The face value of debts (plus any premiums) is reported as other financing sources and payments of principal and interest are reported as expenditures. The accounting in proprietary funds is the same as it is in the government-wide statements.

For the government-wide statements and proprietary fund statements, bond premiums and discounts are amortized over the life of the issue using the effective interest method. The balance at year end is shown as an increase or decrease in the liability section of the statement of net position.

The city has approved the issuance of industrial revenue bonds (IRB) for the benefit of private business enterprises. IRBs are secured by mortgages or revenue agreements on the associated projects, and do not constitute indebtedness of the city. Accordingly, the bonds are not reported as liabilities in the financial statements.

9. Leases

The City is a lessor because it leases capital assets to other entities. As a lessor, the City reports a lease receivable and corresponding deferred inflow of resources in both the fund financial statements and government-wide financial statements. The City continues to report and depreciate the capital assets being leased as capital assets of the primary government.

The City is a lessee because it leases capital assets from other entities. As a lessee, the City reports a lease liability and an intangible right-to-use capital asset (known as the lease asset) on the government-wide financial statements and proprietary fund statements. In the governmental fund financial statements, the City recognizes lease proceeds and capital outlay at initiation of the lease, and the outflow of resources for the lease liability as a debt service payment.

910. Deferred Inflows of Resources

A deferred inflow of resources represents an acquisition of net position/fund balance that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

10. Equity Classifications

Government–Wide Statements

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent debt proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position – Consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position – All other net positions that do not meet the definition of “restricted” or “net investment in capital assets.”

When both restricted and unrestricted resources are available for use, it is the city’s policy to use restricted resources first, and then unrestricted resources as they are needed.

Fund Statements

Governmental fund balances displayed as follows:

- a. Non-spendable – Includes fund balance amounts that cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained intact.
- b. Restricted – Consists of fund balances with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions or enabling legislation.
- c. Committed – Includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority. Fund balance amounts are committed through a formal action (resolution) of the City. This formal action must occur prior to the end of the reporting period, but the amount of the commitment, which will be subject to the constraints, may be determined in the subsequent period. Any changes to the constraints imposed require the same formal action of the City that originally created the commitment.
- d. Assigned – Includes spendable fund balance amounts that are intended to be used for specific purposes that are not considered restricted or committed. ~~Fund balance may be assigned through the following; 1) The City has adopted a financial policy authorizing the Mayor and Director of Finance to assign amounts for a specific purpose. 2) All remaining positive spendable amounts in governmental funds, other than the general fund, are neither restricted nor committed.~~ The City Council has, by resolution, adopted a financial policy authorizing the Mayor and the Director of Finance to assign amounts for a specific purpose. Assignments may take place after the end of the reporting period.

- e. Unassigned – Includes residual positive fund balance within the general fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceeds amounts restricted, committed or assigned for those purposes.

Propriety fund equity is classified the same as in the government-wide statements.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the city would first use committed, then assigned and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The City has a formal minimum fund balance policy. That policy is to maintain a working capital reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at a minimum of not less than fifteen percent of the subsequent year's general fund budgeted expenditures.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20____ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Fixed Asset Policy
AUTHORIZATION DATE: 10/13/15	LAST UPDATE: 10/13/15
POLICY SOURCE: Finance Committee	SCOPE: City Governmental Funds
Reviewed by City Attorney N/A	Board/Commission Approval: Finance Committee: 7/15/15, 12/13/18, 5/12/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 5/24/22

Policy

- 1) Tangible capital-type items will be capitalized only if they have an estimated useful life of at least two years following the date of acquisition
- 2) Capitalization thresholds will be applied to individual items rather than to groups of similar items (e.g. chairs and radios)
- 3) Infrastructure assets will be treated separately from other capital assets for purposes of establishing capitalization thresholds.
- 4) Capitalization threshold will be \$5,000.
- 5) Assets will be recorded at historical cost (estimated where actual is not available). Donated and contributed assets will be recorded at fair market value at the time of receipt. Constructed assets will include all costs including design expenses. The City will not capitalize interest on assets that are built over a period of time.
- 6) The City will maintain control over its non-capitalized tangible capital-type items by establishing and maintaining adequate control procedures at the department level.
- 7) Policy covers governmental funds, enterprise funds – Water, Sewer, Water Resource Management – are excluded

HISTORICAL COST

Historical cost is the original acquisition cost of an asset, including all ancillary costs involved in putting that asset into its intended use. Historical cost or estimated historical cost will be used as the total asset cost whenever it is directly known. All costs needed to get the asset to the point of acceptance as an asset should be included as part of historic cost. These costs include, but are not limited to, freight, transportation, installation and professional fees.

USEFUL LIFE

The useful life of an asset will be assigned depending on the asset type. Useful life estimations are developed from various sources. They may be changed at any time based on experience. Level of maintenance and outside factors such as amount of use and weather can affect an assets life. The useful lives of the various asset categories will be reviewed periodically and adjusted based on experience.

Useful life is vital, as it forms the divisor in the calculation of depreciation. Depreciation is the mechanism to allocate the cost of an asset, not its life. It is an estimate.

Depreciation will be calculated on the straight-line basis, with a half-year convention (In other words, a one-half year of depreciation will take place in the year of acquisition and one-half in the final year of its useful life.) All assets are assumed to have no salvage value. Land and construction in progress will not be depreciated. The following table lists the assets useful lives and depreciation rates:

ASSET CATEGORY	YEARS	YEARLY RATE
Buildings:	50	2%
Building Improvements:	25	4%
Equipment:	10	10%
Vehicles:		
Police Cruisers	2	50%
Ambulance	7	14.29%
General Purpose	10	10%
Highway Trucks	12	8.33%
Fire/Rescue Vehicles	15	6.67%
Office Furnishings:	10	10%
Computer		
Equipment	4	25%
Software	7	14.29%

For Infrastructure, useful lives

Roads:		
Concrete	40	2.50%
Asphalt	40	2.50%
Sidepaths/Bikepaths:		
Concrete	30	3.33%
Asphalt	15	6.67%
Sewer Utility		
Lift Station	33	3%
Plant, Mains	100	1%
Storm sewer		
Concrete – culverts, storm sewer	75	1.33%
Metal – culverts, storm sewer	40	2.50%
Ponds	20	5%
Ornamental Street Lights	35	2.86%
Land Improvements:	25	4%

These useful lives will be subject to change based on actual experience

LEASES

All lease arrangements will be evaluated by the Finance Department to determine whether it is a capital or operating lease. There are four characteristics of a capital lease. Any ONE of these criterion will trigger capitalization. The criteria are:

- 1) Transfer of ownership
- 2) Bargain purchase option
- 3) Lease term at least 75% of the asset's useful life
- 4) The present value of the lease payments equal at least 90% of fair market value

Assets that are acquired through a lease purchase shall be recorded at the lower of the present value of the minimum lease payments or the fair market value of the leased property.

CAPITAL vs. REPAIR/MAINTENANCE

Maintenance costs are to be expensed rather than capitalized. The Finance department will need to analyze material expenditures as incurred as to whether they meet the tests for capitalization versus being expensed as repairs and maintenance. While not setting specific tests, the guidelines are purposely broad and allow for professional judgment, while setting some limitations overall. The following criteria are the basis for distinguishing costs as either capital or repair and maintenance:

With respect to asset improvements, costs should be capitalized if:

- 1) The estimated life of the asset is extended by more than 25% or
- 2) The cost results in an increase in the capacity of the asset, or
- 3) The efficiency of the asset is increased by more than 20%, or
- 4) Significantly changes the character of the asset, or
- 5) In the case of streets and roads – if the work done impacts the "base" structure.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Identity Theft Policy
AUTHORIZATION DATE: 10/28/08	LAST UPDATE: 10/28/08, 10/13/15
POLICY SOURCE: Finance Committee	SCOPE: City-wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 09/10/15, 12/13/18, 5/12/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 5/24/22

General

The risk to the municipality, its employees and customers from data loss and identity theft is of significant concern to the municipality and can be reduced only through the combined efforts of every employee and contractor. This policy and protection program applies to employees, contractors, consultants, temporary workers, and other workers at the municipality, including all personnel affiliated with third parties.

Purpose

The municipality adopts this sensitive information policy to help protect employees, customers, contractors and the municipality from damages related to the loss or misuse of sensitive information.

This policy will:

1. Define sensitive information;
2. Describe the physical security of data when it is printed on paper;
3. Describe the electronic security of data when stored and distributed; and
4. Place the municipality in compliance with state and federal law regarding identity theft protection.

This policy enables the municipality to protect existing customers, reducing risk from identity fraud, and minimize potential damage to the municipality from fraudulent new accounts. The program will help the municipality:

1. Identify risks that signify potentially fraudulent activity within new or existing covered accounts;
2. Detect risks when they occur in covered accounts;
3. Respond to risks to determine if fraudulent activity has occurred and act if fraud has been attempted or committed; and
4. Update the program periodically, including reviewing the accounts that are covered and the identified risks that are part of the program.

Policy

1: Sensitive Information Policy

1.1: Definition of Sensitive Information

Sensitive information includes the following items whether stored in electronic or printed format:

1.1a: Credit card information, including any of the following:

1. Credit card number (in part or whole)
2. Credit card expiration date
3. Cardholder name
4. Cardholder address

1.1b: Tax identification numbers, including:

1. Social Security number
2. Business identification number
3. Employer identification numbers

1.1c: Payroll information, including, among other information:

1. Paychecks
2. Pay stubs

1.1d: Cafeteria plan check requests and associated paperwork

1.1e: Medical information for any employee or customer, including but not limited to:

1. Doctor names and claims
2. Insurance claims
3. Prescriptions
4. Any related personal medical information

1.1f: Other personal information belonging to any customer, employee or contractor, examples of which include:

1. Date of birth
2. Address
3. Phone numbers
4. Maiden name
5. Names
6. Customer number

1.1g: Municipal personnel are encouraged to use common sense judgment in securing confidential information to the proper extent. Furthermore, this section should be read in conjunction with Wisconsin's open records laws. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact their supervisor.

1.2: Hard Copy Distribution

Each employee and contractor performing work for the municipality will comply with the following policies:

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use.
2. Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised.
3. Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas

will be erased, removed, or shredded when not in use.

5. When documents containing sensitive information are discarded they will be placed inside a locked shred bin or immediately shredded using a mechanical cross cut or Department of Defense (DOD)-approved shredding device. Locked shred bins are labeled "Confidential paper shredding and recycling." Municipal records, however, may only be destroyed in accordance with the city's records retention policy.

1.3: Electronic Distribution

Each employee and contractor performing work for the municipality will comply with the following policies:

1. Internally, sensitive information may be transmitted using approved municipal e-mail.
All sensitive information must be encrypted when stored in an electronic format.
2. Any sensitive information sent externally must be encrypted and password protected and only to approved recipients. Additionally, a statement such as this should be included in the e-mail:

"This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited."

SECTION 2: ADDITIONAL IDENTITY THEFT PREVENTION PROGRAM

2.A: Covered accounts

A covered account includes any account that involves or is designed to permit multiple payments or transactions. Every new and existing customer account that meets the following criteria is covered by this program:

1. Business, personal and household accounts for which there is a reasonably foreseeable risk of identity theft; or
2. Business, personal and household accounts for which there is a reasonably foreseeable risk to the safety or soundness of the municipality from identity theft, including financial, operational, compliance, reputation, or litigation risks.

2.B: Red flags

2.B.1: The following red flags are potential indicators of fraud. Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification.

1. Alerts, notifications or warnings from a consumer reporting agency;
2. A fraud or active duty alert included with a consumer report;
3. A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report; or
4. A notice of address discrepancy from a consumer reporting agency as defined in § 334.82(b) of the Fairness and Accuracy in Credit Transactions Act.

2.B.2: Red flags also include consumer reports that indicate a pattern of activity inconsistent with the history and usual pattern of activity of an applicant or customer, such as:

- A recent and significant increase in the volume of inquiries;
- An unusual number of recently established credit relationships;
- A material change in the use of credit, especially with respect to recently established credit relationships; or
- An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

2.C: Suspicious documents

- 2.C.1:** Documents provided for identification that appear to have been altered or forged.
- 2.C.2:** The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
- 2.C.3:** Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
- 2.C.4:** Other information on the identification is not consistent with readily accessible information that is on file with the municipality, such as a signature card or a recent check.
- 2.C.5:** An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

2.D: Suspicious personal identifying information

- 2.D.1:** Personal identifying information provided is inconsistent when compared against external information sources used by the municipality. For example:
- The address does not match any address in the consumer report;
 - The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or
 - Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
- 2.D.2:** Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the municipality. For example, the address on an application is the same as the address provided on a fraudulent application
- 2.D.3:** Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the municipality. For example:
- The address on an application is fictitious, a mail drop, or a prison; or
 - The phone number is invalid or is associated with a pager or answering service.
- 2.D.4:** The SSN provided is the same as that submitted by other persons opening an account or other customers.
- 2.D.5:** The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other customers or other persons opening accounts.
- 2.D.6:** The customer or the person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the

application is incomplete.

2.D.7: Personal identifying information provided is not consistent with personal identifying information that is on file with the municipality.

2.D.8: When using security questions (mother's maiden name, pet's name, etc.), the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

2.E: Unusual use of, or suspicious activity related to, the covered account

2.E.1: Shortly following the notice of a change of address for a covered account, the municipality receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.

2.E.2: A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments

2.E.3: A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

- Nonpayment when there is no history of late or missed payments;
- A material change in purchasing or usage patterns

2.E.4: A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).

2.E.5: Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's *covered* account.

2.E.6: The municipality is notified that the customer is not receiving paper account statements.

2.E.7: The municipality is notified of unauthorized charges or transactions in connection with a customer's *covered* account.

2.E.8: The municipality receives notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with *covered* accounts held by the municipality

2.E.9: The municipality is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

SECTION 3: RESPONDING TO RED FLAGS

3.A: Once potentially fraudulent activity is detected, an employee must act quickly as a rapid appropriate response can protect customers and the municipality from damages and loss.

3.A.1: Once potentially fraudulent activity is detected, gather all related documentation and write a description of the situation. Present this information to the designated authority for determination.

3.A.2: The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.

3.B: If a transaction is determined to be fraudulent, appropriate actions must be taken immediately.

Actions may include:

1. Canceling the transaction;
2. Notifying and cooperating with appropriate law enforcement;
3. Determining the extent of liability of the municipality; and
4. Notifying the actual customer that fraud has been attempted.

SECTION 4: PERIODIC UPDATES TO PLAN

- 4.A:** At periodic intervals established in the program, or as required, the program will be re-evaluated to determine whether all aspects of the program are up to date and applicable in the current business environment.
- 4.B:** Periodic reviews will include an assessment of which accounts are *covered* by the program.
- 4.C:** As part of the review, red flags may be revised, replaced or eliminated. Defining new red flags may also be appropriate.
- 4.D:** Actions to take in the *event* that fraudulent activity is discovered may also require revision to reduce damage to the municipality and its customers.

SECTION 5: PROGRAM ADMINISTRATION

5.A: Involvement
of management

1. The Identity Theft Prevention Program shall not be operated as an extension to existing fraud prevention programs, and its importance warrants the highest level of attention.
2. The Identity Theft Prevention Program is the responsibility of the governing body. Approval of the initial plan must be appropriately documented and maintained.
3. Operational responsibility of the program is delegated to the Finance Director

5.B: Staff training

1. Staff training shall be conducted for all employees, officials and contractors for whom it is reasonably foreseeable that they may come into contact with accounts or personally identifiable information that may constitute a risk to the municipality or its customers.
2. The Finance Director is responsible for ensuring identity theft training for all requisite employees and contractors.
3. Employees must receive annual training in all elements of this policy.
4. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the program are made.

5.C: Oversight of service provider arrangements

1. It is the responsibility of the municipality to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
2. A service provider that maintains its own identity theft prevention program, consistent with the guidance of the red flag rules and validated by appropriate due diligence, may be considered to be meeting these requirements.
3. Any specific requirements should be specifically addressed in the appropriate contract arrangements.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Post-Issuance Compliance Policy
AUTHORIZATION DATE: 7/24/12	LAST UPDATE: 10/13/15
POLICY SOURCE: Finance Committee	SCOPE: All City Debt Issues
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 7/15/15, 12/13/18, 5/12/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 5/24/22

General

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the City of New Berlin, Wisconsin (the “Issuer”) designed to monitor post-issuance compliance of tax-exempt obligations or tax-advantaged obligations (“Obligations”) issued by the Issuer with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated there under (“Treasury Regulations”).

The Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

The Issuer recognizes that compliance with applicable provisions of the Code and Treasury Regulations is an on-going process, necessary during the entire term of the Obligations, and is an integral component of the Issuer’s debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer’s accountants.

Policy

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Finance Director (the “Compliance Officer”) shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service (“IRS”) requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury’s Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the “Transcript”).
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.

- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following policies relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
 - 1. Sale of the facilities, including sale of capacity rights;
 - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
 - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
 - 4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
 - 5. Joint-ventures, limited liability companies or partnership arrangements;
 - 6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);

7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues "qualified tax-exempt obligations" in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "small issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued.

The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 - 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 - 2. Documentation evidencing expenditure of proceeds of the issue;
 - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
 - 5. Documentation evidencing all sources of payment or security for the issue; and
 - 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the “Rule”), underwriters are required to obtain an agreement for ongoing disclosure in connection with the public offering of securities in a principal amount in excess of \$1,000,000. Unless the Issuer is exempt from compliance with the Rule as a result

of certain permitted exemptions, the Transcript for each issue of Obligations will include an undertaking by the Issuer to comply with the Rule. The Compliance Officer of the Issuer will monitor compliance by the Issuer with its undertakings, which may include the requirement for an annual filing of operating and financial information and will include a requirement to file notices of listed “material events.”

Conduit Bond Financings

In conduit bond financings, such as industrial revenue bonds or Midwestern Disaster Area Bonds, the Issuer is not in a position to directly monitor compliance with arbitrage requirements and qualified use requirements because information concerning and control of those activities lies with the private borrower. The Issuer’s policy in connection with conduit financings is to require that the bond documents in such financings impose on the borrower (and trustee or other applicable party) responsibility to monitor compliance with qualified use rules and arbitrage and other federal tax requirements and to take necessary action if remediation of nonqualified bonds is required.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk’s office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor’s Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Procurement Policy
AUTHORIZATION DATE: 10/12/06	LAST UPDATE: 6/14/07,10/13/15,1/8/19
POLICY SOURCE: Finance Committee	SCOPE: City – wide
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee 12/13/18, 5/12/22, 6/15/23, 5/8/25 Common Council 10/13/15, 1/8/19, 5/24/22

I. GENERAL

The purpose of this policy is to allow the City to acquire, on a competitive basis, all goods and services at the best value possible and operate in a manner that maximizes the effectiveness and efficiency of services provided by the City.

II. POLICY

The City of New Berlin, as a local governmental entity, needs to ensure that the expenditure of public funds occurs in a manner that balances the desire for the lowest cost to the City with an expectation of a quality product. The purpose of this policy is to provide guidance and procedures to be followed for the procurement of goods and services for all City departments within the scope of the City Code and the Wisconsin Statutes. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility in department operations. This policy covers items that have been included in the city budget as approved by the Common Council.

The purpose of the purchasing program is to enable departments to acquire the necessary equipment, materials, supplies and services of suitable quality for the purpose intended from the lowest priced responsible and responsive bidder while enhancing competition and providing fair opportunity and equitable treatment for all vendors.

This will be accomplished by utilizing a combined effort between City departments and the Mayor. The Mayor will concentrate efforts on standardizing and centralizing purchases of common use items among all departments while enlisting individual department's expertise in purchasing specialized items unique to their departments. When purchasing these specialized items, the individual department becomes responsible for ensuring that the provisions of this policy are followed.

The policy pertains to all agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

III. PROCEDURES

A. DEPARTMENT SPECIFIC PURCHASES

In order to take advantage of the technical expertise within various City Departments, department personnel will have the authority to purchase specialized items unique to their operations. The Mayor will be available to serve in an advisory capacity. However, if the department wishes, the responsibility for the purchase of these specialized items may be turned over to the Mayor. Certain departments employ individuals whose duties include routine purchasing of non-specialized goods and services. These individuals retain such authority at the discretion of the Department Head and the Mayor and shall execute their purchasing responsibilities in accordance with all provisions of this policy and under the general oversight of the Finance Department. The individual coordinating the purchase will be responsible for ensuring that all provisions of the procurement policy are followed. Upon request of the Finance Director, departments will furnish copies of quotes and other documentation to show compliance with the procurement policy.

If a question arises over the categorization of a purchase as specialized or non-specialized, the Mayor will make the final determination.

B. PURCHASING AND CONTRACTING LEVELS

Purchases of and contracts for supplies, materials, equipment and contractual services shall be made in the best interest of the City according to the spending guidelines in this policy. While the policy encourages bid pricing, sole source purchases may be made without competition when only one sole source is available or there is a valid reason to purchase from one source. Sole source purchases must be agreed upon in advance between the department and the Mayor. The reason for the sole source purchase must be documented and retained on file by the department. For all purchases the Mayor reserves the right to coordinate the purchase of like items where such purchase is beneficial and practical.

- (1) *Purchases of \$500 to \$15,000* require the solicitation of two or more quotes, except as section III (C) applies, which may be written or verbal, but documented in either case. When verbal quotes are received, all pertinent details of the quote should be documented in writing by the department and retained on file.
- (2) *Purchases of \$15,000 or more (other than Public Works Construction Projects)* require a minimum of two written quotations to be solicited. Any new contracts or agreements for services or equipment with an anticipated contract cost of \$15,000 or more require the approval of the Mayor prior to execution.

- (3) *Public Works Construction Projects.* In accordance with Wisconsin Statute 62.15 & 66.0901, all such projects or materials for such projects, the cost for which is expected to be greater than \$25,000 must be competitively bid. The City Attorney or his /her designee will determine the applicability of this statute to individual projects.

The bidding and awarding processes are detailed in Wisconsin Statute 66.0901. All public works bids and staff recommendations will be submitted through the commission, board or committee with jurisdiction over the issue, for Common Council approval.

C. STANDARD CONTRACTS

When the Department has standardized the purchasing of a good or service and has issued standard purchase orders or contracts for these goods or services, such goods or services shall be purchased from the agreed upon vendor for the length of the agreement. The standard contracts will usually be let on an annual basis. Exceptions will be made only when the requisition clearly states the reason for which the standard item is unacceptable.

D. COOPERATIVE PURCHASING

The Mayor shall have authority to join with other units of government, with quasi-government agencies funded in whole or in part by the City, and with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served. Competitively bid cooperative purchasing contracts onto which the City “piggybacks” are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical projects can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

E. PURCHASING FROM GOVERNMENT UNITS

Materials, supplies, machinery and equipment offered for sale by the federal or state government or by any municipality may be purchased without bids at prices to be agreed upon between the Mayor and the respective department for which the item is to be acquired. Expert assistance for appraisal of such items may be employed at the discretion of the Mayor.

F. EXPENSES OF EMERGENCY MANAGEMENT

Except as expressly provided hereunder, no person shall have the right to expend any public funds of the City in carrying out any emergency management activity authorized by this chapter without prior approval by the Common Council, nor shall any person have the right to bind the City by contract, agreement or otherwise without prior and specific approval of the Common Council and/or per the City’s procurement or contract policies.

Notwithstanding the foregoing, the mayor and Director of Community Development shall have the authority under the City's procurement policy to purchase supplies, equipment or services as may be necessary to address a current emergency as declared by the Mayor, Common Council President or Council of the City of New Berlin in a total amount not to exceed \$100,000.00. The Emergency Management Manager or Director of Community Development shall have the authority to purchase supplies, equipment or services as may be necessary to address a current emergency situation as declared by the City in an amount not to exceed \$50,000.00; however, the total amount spent shall not exceed \$100,000.00 unless authorized by the Common Council. Any expenses incurred under this paragraph shall immediately be reported to the Mayor and Finance Director.

G. EMERGENCY PURCHASES

Any City department or agency may purchase in the open market, without filing a requisition or estimate, or receiving competitive bids, any supplies, materials or equipment for immediate delivery to meet emergencies arising from unforeseen causes. The following situations constitute an emergency under this provision of the policy:

- (1) Any situation in which there exists immediate and substantial danger to the health, life or property of any person or any situation in which there exists potential for increased damage to City property if the situation is not immediately remedied.
- (2) Any situation where the normal operation of any City department or Agency is seriously impaired or is in jeopardy or being seriously impaired; or
- (3) When the Mayor or in his absence the Council President declares an emergency.

H. PURCHASE OF RECYCLED MATERIALS

The Mayor will ensure that the average recycled content of all paper purchased by the City measured as a proportion, by weight, of the fiber content of all paper products purchased in the year is not less than those percentages specified in Wisconsin Statute 66.0131 (3) (a) (2).

I. PURCHASE ORDERS

Purchase orders will be required for all purchases of goods and services unless such payment is covered by an existing contract or other agreement.

J. SERIAL CONTRACTING

No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the same commodity or service in any 90-day period in order to avoid the requirements of the procurement policy.

K. APPROPRIATIONS

All purchases shall be made in accordance with the appropriations (budget) that have been approved by the Council for the operation of the respective City departments. The responsibility for not exceeding existing appropriations rests with the department head making the requisitions or purchases.

L. LOWEST RESPONSIBLE BIDDER AND BEST VALUE CONCEPT

All open market orders or contracts shall be awarded to the lowest priced, responsive and responsible bidder taking into consideration the following factors: the qualities of the articles to be supplied; conformity with specifications; product compatibility; maintenance costs; vendor support after the purchase, the ability and qualifications of the vendor to perform the contract, and delivery terms.

- (1) If two or more qualified bids are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder. Where it is not practical, the contract will be awarded to one of the bidders by drawing lots in public.
- (2) The Mayor along with the City Attorney, or his/her designee shall have the authority to require a performance bond or other similar instrument of surety in such amount as is reasonably necessary to protect the best interest of the City before entering into a contract. Notwithstanding the foregoing, performance and payment bonds in the full amount of the contract shall be required for all public construction contracts in accord with Wisconsin Statute Section 779.14.
- (3) Contracts must be approved as to form and sufficiency by the City Attorney or his/her designee.

M. PROCUREMENT OF SERVICES

Whenever practical, the purchase of all services should be based on competitive bids/quotations/proposals subject to the spending guidelines noted in Procedure III (B) of this policy. This includes, but is not limited to, the following categories of services:

Professional Services. Consulting and expert services provided by an organization or individual.

Contractor Services. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance.

Client Services. Those services provided directly to individuals on behalf of the City.

Construction Services. Services provided in the construction of roads, buildings or other facilities.

Technology Services. Services provided in the design, development, installation, and/or operation or maintenance of automated computer systems, including hardware and software.

If it is estimated that the service being solicited has a total cost of over \$15,000 and the value of the service is substantially measured by the professional competence of the providers rather than cost alone, it is recommended that a Request for Proposal (RFP) or Professional Services Qualifications (PSQ) be used to solicit vendor responses.

N. PROHIBITED BUSINESS TRANSACTIONS

- (1) Employees are not allowed to participate directly or indirectly in a purchase when the employee, or a member of the employee's family, has a financial interest in the purchase or the employee, or a member of the employee's family, is negotiating or has an arrangement concerning prospective employment with the supplier, or the action is otherwise contrary to the terms of the City's Code of Ethics in the City Municipal Code or applicable Wisconsin Statutes.
- (2) Purchases for services or goods should not be made from employees of the City unless the employee can be considered an independent contractor as defined by the Internal Revenue Service.
- (3) Employees of the City are not allowed to use City negotiated discounts or the City's tax-exempt status to purchase goods or services for their own personal use or gain.
- (4) The City of New Berlin Code of Ethics Policy shall be referenced regarding receipt of gifts. Employees who receive offers of gifts or other improper attempts to influence purchasing decisions should report this to their supervisor and/or the Mayor, who will in turn consult with the City Attorney or shall submit the matter to the City's Ethics Board for an advisory opinion to determine the appropriate course of action.

O. SURPLUS OR OBSOLETE SUPPLIES OR EQUIPMENT

Disposal of City-owned supplies or equipment that is no longer required or serving a useful purpose shall be handled in a manner that is:

- economically feasible;
- in compliance with all applicable laws, regulations and policies;
- environmentally responsible; and
- deemed to be in the best interest of the City.

Departments should contact the Mayor for assistance in determining the most appropriate and beneficial method of disposal. There are several **approved methods** for disposal of surplus, including:

- 1) A live auction conducted by the City or other agency.
- 2) Internet-based auctions or selling tools (i.e. eBay).
- 3) Sale to the general public via advertised, sealed bidding.
- 4) Trade in new supplies or equipment.
- 5) Transfer to another City department.
- 6) Donation to approved non-profit organizations.
- 7) Sales, trade, transfer or donation to an outside publicly funded agency.
- 8) Recycling and/or sale as scrap.
- 9) Discarding as trash; and
- 10) Other methods which may be approved on a case-by-case basis by the Mayor.

Which method of disposal is most appropriate will depend upon several factors, including:

- The condition, location and physical characteristics of the item(s).
- The amount of time, effort, administration and expense required for the method relative to the potential value received.
- The public benefits and/or liabilities associated with the method.

The City will assign one or more Auction Administrators to facilitate sale by auction when appropriate. He or she shall assist departments in selecting an auction type and venue, establish procedures and responsibilities and conduct online auctions.

Disposing of items or groups of items with an estimated value of \$2,500 or more using methods other than 1 through 5 in the **approved methods** list above shall require approval of the Mayor.

For items or groups of items with an estimated value of less than \$50, departments may, at their discretion, utilize any of the approved methods listed, provided the disposal meets the general criteria listed at the beginning of this section. For estimated values over \$50, departments should contact the Mayor or his/her designee for assistance in determining the most appropriate and beneficial method of disposal.

All proceeds received from the sale of City surplus property shall be reported and delivered to the Finance Department for deposit and application to the proper account(s).

City owned supplies or equipment will not be taken by, given to, or sold to City employees except by public auction or competitive bidding, regardless of their apparent value or condition, unless a specific exception is granted by the Common Council.

P. INSURANCE REQUIREMENTS

Follow City's "CONTRACTUAL RISK TRANSFER POLICY" under General Administrative Policies.

Q. OPEN RECORDS/PUBLIC INFORMATION

With few exceptions, records related to governmental purchasing are subject to public access under Wisconsin's Open Records Law. This includes, but is not limited to, quotes, bids, proposals, purchase orders and related correspondence. While employees may ask that open records requests be made in writing, the requestor is not required to do so.

- (1) When conducting public bid openings, the names of the bidders and certain bid details, including price, shall be read aloud. In the case of proposal (RFP) openings, only the names of the proposers shall be read aloud. In either case, copies of the bids or proposals are not made available, nor are inspection of the documents permitted, until the contract award has been submitted for approval to the Committee of Jurisdiction.
- (2) Vendors requesting confidentiality of their quotes, bids, proposals or portions thereof must identify the confidential materials as such and state the specific, legitimate reason(s), i.e. trade secret, propriety customer list.
- (3) Questions regarding compliance with an open records request should be referred to the City Attorney or his/her designee.

R. INFORMATION TECHNOLOGY RELATED EQUIPMENT AND SUPPLIES

In order to ensure compatibility and maintain standards for the City's information systems, all purchases of information technology equipment, supplies and services must be initiated by and acquired through the Information Technology Department. This includes, but may not be limited to, computers, software, printers, copiers, inks, toners, repair parts, support and maintenance services, telephone equipment, scanners or any peripheral device which interfaces with any part of the City's information systems.

Information Technology staff should be the primary vendor point of contact for all information technology needs. In turn, the Information Technology Department is responsible for adhering to the provisions of this policy when conducting such procurement activities.

S. LOCAL PROCUREMENT

Since there are often cost and service-related advantages associated with buying from local sources, the Common Council has adopted the following resolution:

“Resolved, that where not prohibited by law, the City of New Berlin include in the evaluations of all bids, proposals and quotations for goods and/or services (except public construction) where the value of such goods or services is expected to exceed \$5,000, evaluation criteria which favorably and accurately assess the relevant cost and service advantages of procurement from local sources. Where point-based systems are used for proposal evaluation and award, the points available for this purpose shall be determined prior to proposal opening and shall not exceed 5% of the total points available.”

The Finance Director is available to assist Departments in applying this policy resolution to specific procurement situations.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

Glossary of Terms

Auction Administrator. An individual assigned by the Mayor to assist departments in selecting an auction type and venue, establish procedures and responsibilities, and conduct online auctions for the sale of surplus supplies or equipment.

Bid. A formal price solicited from a vendor for a good or service. Bids are required to conform to specific terms and well-defined specifications contained in the solicitation documents. A sealed written bid is required with public notice setting a specific time and place to open all bids received for any project defined as public construction.

City. The City of New Berlin, WI.

Contract. An agreement between 2 or more parties to do something or provide specific goods or services.

Contract Cost. Total cost of a contract, whether for one or more years.

Contractual Services. Includes, but may not be limited to telephone, gas, water, electric light, power and heating services; towel and cleaning services; leases for grounds, buildings, equipment, office or other space required by the department; and the rental, repair or maintenance of equipment, machinery or other property owned by the City.

Council. The Common Council of the City of New Berlin.

Department. All agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Invitation For Bid (IFB). The documents used to solicit bids from vendors.

Mayor. The Mayor or his/her designee. (Department Head)

Professional Services. Services, the value of which are substantially measured by the professional competence of the persons performing them and which are not susceptible to realistic competition by cost alone. Such services include but shall not be limited to those customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial advisors, medical and social service providers, computer software applications, systems development/implementation, management and other consultants, promotional programs such as marketing and advertising, and such other specific services as determined by the Mayor.

Professional Services Qualifications (PSQ). All documents, whether attached or incorporated by reference, are used for soliciting statements of qualification for professional services.

Proposal. A plan received from a vendor and the related cost of implementing the plan. Proposals are usually requested when the specifications or scope of the services needed cannot be adequately prepared to provide all prospective vendors with a complete and accurate description of the work to be performed. Vendors are asked to propose their best solution to the needs defined in the solicitation. Proposals are often requested when soliciting costs for professional services, high-tech equipment, other specialized equipment and research and development expenditures.

Public Construction. Substantial repairs, remodeling, construction or improvement of a public work or building (Wisconsin Statute Section 66.0901 & Section 62.15).

Quotation. An informal type of bid received from a vendor offering to sell a product or service. The quotation will contain specified pricing, terms and conditions of sale. The quotation may be either in writing (including a price list or catalog) or verbal, depending upon the dollar value as outlined in IV (C) (2) (3).

Request for Proposal (RFP). All documents, whether attached or incorporated by reference, are used for soliciting proposals for professional services.

Request for Quotations (RFQ). A written request for informal bids or quotes.

Service. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than usual reports, materials or drawings which are the end result of and incidental to the required performance.

City of New Berlin General Financial Policy	TITLE: Reserve Funds Policy
AUTHORIZATION DATE: 3/11/08	LAST UPDATE: 5/15/13, 10/13/13
POLICY SOURCE: Finance Committee	SCOPE: City Governmental Funds
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 7/15/15, 12/13/18, 5/12/22, 5/8/25 Common Council: 10/13/15, 1/8/19

Policy

- 1.** The City will establish a working Capital reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at minimum of not less than fifteen (15%) of the general operating fund.

Explanation: The City will maintain unrestricted fund balances to provide necessary working capital to avoid cash flow interruptions and short-term borrowing to fund daily operations. These fund balance reserves are used to generate interest income, and to assist in maintaining an investment grade bond rating.

- 2.** The City will annually budget an undesignated contingency reserve to provide for unanticipated expenditures of a nonrecurring nature, or to meet unexpected small increases in service delivery costs.

Explanation: The City's Contingency Reserve provides for emergencies which could not be anticipated during the budget review process. Contingency reserve transfers are determined and authorized by the City council upon a two-thirds positive vote of the entire membership (pursuant to Wisconsin State Statutes 65.90(5) if the need is of sufficient urgency and is not a circumvention of the budget process.

- 3.** The city has a plan to replenish fund balance should it fall below minimum required level.

The General Fund unrestricted fund balance will be replenished using the following methods:

- a. Adjust the five year financial projection so that spending is adjusted down (or economic recovery predicted) and desired levels of unrestricted fund balance are replenished.
- b. Natural disaster use is replenished when anticipated reimbursement is received from state/federal government.
- c. Fund Balance will be replenished in the order of: committed, assigned, and unassigned.

The General Fund unrestricted fund balance will be replenished using the following timeline:

- a. The amount that needs to be replenished will be adjusted in the five year financial projection to be brought to the minimum required level over a maximum of five budget years.

Milestones for gradual replenishment: Replace 25% of the shortfall per year for four years.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20__ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor

City of New Berlin General Financial Policy	TITLE: Revenue Policy
AUTHORIZATION DATE: 10/13/15	LAST UPDATE: 10/13/15, 1/8/19
POLICY SOURCE: Finance Committee	SCOPE: City Governmental Funds
Reviewed by City Attorney n/a	Board/Commission Approval: Finance Committee: 7/15/15, 12/13/18, 5/12/22, 5/8/25 Common Council: 10/13/15, 1/8/19, 5/24/22

General

The City will design, maintain, and administer a revenue system that will ensure a reliable, equitable, diversified, and sufficient revenue stream to support desired City services.

Policy

- 1.** The City will try to maintain a diversified and stable revenue system to shelter it from short-run fluctuations in any one revenue source.
- 2.** The City will estimate its annual revenues by an objective, analytical process.
- 3.** The City will project revenues and will update this projection annually. Each existing and potential revenue source will be re-examined annually.
- 4.** The City will maintain sound appraisal procedures to keep property values correct. Property will be assessed at 100% of full market value in compliance with the Wisconsin Property Assessment Manual and Ch 70 of the Wisconsin State Statutes. Reassessments will be made of all property in accordance with Chapter 70 Wisconsin State Statutes or as deemed necessary by the City Assessor.
- 5.** The year-to-year increase of actual operational tax levy will be sufficient to provide services that are essential or enhance the quality of the community.
- 6.** The City will establish all user charges and fees for enterprise fund accounts at a level related to the cost of providing the services.

- 7.** Each year, the City will recalculate the full costs of activities supported by user fees to identify the impact of inflation and other cost increases.
- 8.** The City will annually revise user fees with review of the Council to adjust for the effects of inflation and other costs.
- 9.** The City will set fees and user charges for each enterprise fund such as the sewer and water resource management utilities at a level that fully supports the total direct and indirect cost of the activity. Indirect costs include the cost of annual depreciation of capital assets.
- 10.** The City will follow an aggressive policy of collecting revenues.

This policy was reviewed and approved by the Finance Committee and Common Council and signed by Mayor David Ament on the ____ day of _____, 20____ as evidenced by his signature hereon. Three signed originals of this policy have been generated. One original is maintained in the City Clerk's office, the second original is maintained in the Finance Department, and the third original is maintained in the Mayor's Office. This policy may only be modified by the Finance Committee with Common Council approval.

David A. Ament, Mayor



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Harenda

FROM: Recreation Commission/Joelle Erickson

DATE: May 27, 2025

RE: May 19, 2025, Recreation Commission items requiring Common Council action

A.	Discussion and possible action to recommend to Common Council approval of the vendor agreements with Lynn Metz to provide Taekwondo classes of Genesis Martial Arts.
Council Motion:	
	Discussion and possible action to recommend to Common Council approval of the vendor agreements with Lynn Metz to provide Taekwondo classes of Genesis Martial Arts. The City will receive 25% of each participant fee. This partnership will support a sustainable model for the future of recreational fitness in our community.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

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

RE: Requested Action Statement for the approval of Taekwondo classes from Lynn Metz of Genesis Martial Arts

DATE: May 15, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Lynn Metz to provide Taekwondo classes of Genesis Martial Arts

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our youth and adult fitness programming the Recreation Department is actively seeking a strategic partnership with Lynn Metz. This collaboration will complement the programs offered by the New Berlin recreation Department, providing new martial arts programming. By utilizing Lynn Metz, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness in our community.

SERVICES AGREEMENT



This Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and EDNALYN N METZ (hereinafter referred to as “Instructor”).

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

WHEREAS, Instructor provides taekwondo instruction classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructor holds himself out as being qualified to provide martial arts instructional services. The City does hereby retain the Instructor to perform martial arts instruction as provided for hereunder.

2. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

3. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

4. All classes shall take place at Instructor’s place of business located at 404 Travis Lane, Unit 37, Waukesha, Wisconsin 53189. No classes shall take place at a facility owned and/or operated by the City. The City is not responsible for the transportation of class participants to or from Instructor’s place of business. All class participants are solely responsible for their own transportation to and from Instructor’s place of business.

5. Instructor agrees to provide such staff as may be necessary to supervise the class and understands that it is a requirement of the City that when classes are offered to minors that there shall be not less than two (2) adults present during the instruction time. The City acknowledges that if the door to the classroom remains open and parents are allowed to wait and observe from the hall, that this would satisfy this requirement in this instance. The Instructor agrees

to maintain supervision of class participants who are minors until the minor is picked up by a parent, guardian or authorized adult.

6. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

7. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

8. Instructor acknowledges that neither they, nor their employees, are employees of the City for purposes of income tax retirement system or social security withholding.

9. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

10. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's performance of the work under this Agreement. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include his employees and/or agents.

11. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

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

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

EDNALYN N METZ

By: _____

Example Classes:

Beginner Youth and Adult Taekwondo:

Taekwondo for the whole family, beginning at age 6! Learn and develop the Ancient Korean art of self-defense with the only AAU and Kukkiwon World Taekwondo certified martial arts club and instructors in the area! Beginner students will focus on self-defense, basic forms, and techniques while developing their body and mind through mental and physical discipline. Participants may attend two classes/week.

Youth Taekwondo:

Session 1-

Ages 6-11: Tuesday, 6/10/25-7/10/25

Classes are held on Tuesday and Thursday from 5:30pm-6:20pm

Session 2-

Ages 6-11: Tuesday, 7/15/25-8/7/25

Classes are held on Tuesday and Thursday from 5:30pm-6:20pm

Session 3-

Ages 6-11: Tuesday, 8/12/25-9/4/25

Classes are held on Tuesday and Thursday from 5:30pm-6:20pm

Adult/Teen Taekwondo:

Session 1-

Ages 12+: Monday, 6/9/25-7/10/25

Classes are held on Monday and Thursday from 6:30pm-7:30pm

Session 2-

Ages 12+: Monday, 7/14/25-8/7/25

Classes are held on Monday and Thursday from 6:30pm-7:30pm

Session 3-

Ages 12+: Monday, 8/11/25-9/4/25

Classes are held on Monday and Thursday from 6:30pm-7:30pm

Location: Genesis Martial Arts

404 Travis Lane Unit 37

Waukesha, WI 53189

Min: 5 Max: 25

Instructor: Lynn Metz



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2025

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 Community Insurance & Associates PO BOX 179 Stevens Point, WI 54481	CONTACT NAME: Mindy Nix PHONE (A/C, No, Ext): 715-344-2222 FAX (A/C, No): 715-344-1273 E-MAIL ADDRESS: mindy@community-insurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Secura INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Genesis Martial Arts, LLC 404 Travis Ln Ste 38 Waukesha, WI 53189-7978		

COVERAGES**CERTIFICATE NUMBER: 00020133-250227074010****REVISION NUMBER: 2**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		3431023	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

New Berlin Recreation Department 15321 W National Ave (ARC) 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 <i>Mindy Nix</i> (MSN)
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MOTION SHEET

TO: Common Council
Mayor Ament
Ald. La Fever

FROM: Parks, Buildings & Grounds

DATE: May 27, 2025

RE: May 12, 2025, PB&G items requiring Common Council action

A.	ITEM: 2025-655 Approval and recommendation to award the Fire Station #8 Roofing Project
Council Motion:	
	This item was considered at the PB&G meeting on May 12, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend the Common Council to award contract BG-2025-01 Fire Station #8 Roof Replacement Project to the most responsive and responsible bidder, Roberts Restorations, Inc., in the amount of \$243,586.00, including the Base Bid and Alternate #1. The total project cost, including contingencies, is not to exceed \$250,000.00 from account 04251300 61414 C2025.
B.	ITEM: 2025-656 Approval and recommendation to approve a donation agreement for the Stanley Hall bench donation eagle scout project.
Council Motion:	
	This item was considered at the PB&G meeting on May 12, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend the Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Stanley Holl to build and provide four benches for seating Gatewood Park.



REQUESTED ACTION STATEMENT

DATE: April 24, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler – Director of Public Works
Robert Loohaus – Facilities Supervisor

ISSUE: BG-2025-01 Fire Station #8 Roof Replacement Project

REQUESTED:

Recommend to Common Council to award contract BG-2025-01 Fire Station #8 Roof Replacement Project to the most responsive and responsible bidder, Roberts Restorations, Inc., in the amount of \$243,586.00, including the Base Bid and Alternate #1. The total project cost, including contingencies, is not to exceed \$250,000.00 from account 04251300 61414 C2025.

FISCAL IMPACT:

Funding Source:

CIP account 04251300 61414 C2025	2025 Approved Amount:	\$250,000.00
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Project Costs:

Construction: \$243,586.00
Contingency (~3%): \$6,414.00

Total Cost: \$250,000.00

RATIONALE:

The Department received five bids on April 2, 2025, and recommends award of the project to the lowest, responsive, responsible bidder, Roberts Restorations, Inc. A reference check was conducted by the City's consultant, The Garland Company, Inc, primarily due to unfamiliarity with the contractor and the significant difference of their bid with the second lowest bidder. After reviewing their references and qualification statement, The Garland Company, Inc. provided the attached Letter of Recommendation. A copy of the bid tabulation is also attached.



REQUESTED ACTION STATEMENT

DATE: April 24, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler – Director of Public Works
Robert Loohaus – Facilities Supervisor

ISSUE: BG-2025-01 Fire Station #8 Roof Replacement Project

REQUESTED:

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FISCAL IMPACT:

Funding Source:

CIP account 04251300 61414 C2025	2025 Approved Amount:	\$250,000.00
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BG-2025-1 Fire Station #8 Building Envelope Project
 Bid Results
 April 2, 2025 @ 10:00 AM

BIDDER	BID BOND	QUALIFICATION STATEMENT	BASE BID	ALT #1	TOTAL
Roberts Restorations Inc.	X	X	\$ 78,220.00	\$ 165,366.00	\$ 243,586.00
F.J.A. Christiansen Roofing Co., Inc.	X	X	\$ 148,008.00	\$ 130,429.00	\$ 278,437.00
Langer Roofing & Sheet Metal, Inc.	X	X	\$ 166,800.00	\$ 199,600.00	\$ 366,400.00
Carlson Racine Roofing & Sheet Metal, Inc.	X	X	\$ 187,136.00	\$ 165,938.00	\$ 353,074.00
The Gardner Company, Inc.	X	X	\$ 261,554.00	\$ 105,378.00	\$ 366,932.00



since 1895

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

Thursday, April 17th, 2025

City of New Berlin

3805 S Casper Drive, New Berlin, WI

Letter of Recommendation

RE: 2025 Fire Station 8 Roof Replacement Project

This letter will serve as an accounting of the bid process for this project and a letter of recommendation on how to proceed.

On Monday, March 3rd the Garland Company and City of New Berlin met to review the bid documents and designs for this project. After the project document and designs were reviewed and approved for bidding, the project's timeline was put in place, the project was posted and advertised on QuestCDN, and a Mandatory Pre-Bid meeting was set. The project was posted and advertised on QuestCDN, for a 2-week period, from March 12th to March 26th. The Pre-Bid meeting was held on Wednesday, March 26th at 10:00 am, where six contractors signed in and attended the Pre-Bid Meeting. At this meeting, the contractors were able to review the project and ask questions on all aspects of the project. Bids were due 7 days later, on Wednesday, April 2nd at 10:00 am. All bids were to be mailed, or hand delivered to the City of New Berlin's City Hall, in a sealed envelope, per the Project's Bidding Instructions. On Wednesday, April 2nd, 2025, at 10 am, five bids were received, read out loud, and entered in a Bid Tabulation Form.

Attached to this letter is the Bid Tabulation Form, listing the bidding contractors and their bids. As all bidders are quality contractors and have bid under the same Scope of Work, Specifications, and Standards, this would leave us to be able to award the project to the lowest bidding contractor(s). After review of the Bids, the low bid and my recommendation for the project is Robert's Restoration. With a low bid Base Bid of \$78,220 and an Alternate #1 Bid of \$165,366. I recommend accepting both the Base Bid and the Alternate #1 bid for a total project cost of \$243,586.

By accepting the Base and Alternate #1 Bid for this project, we are able to address the aging roof on Roof Section 1, and create a continuous, uniform, and superior metal roof for the full facility. This will ensure this facility is watertight for the next 40 – 60 years.

Once the project is awarded, either contracts will be put in place between the City of New Berlin and the Contractor, or a PO will be issued. Once contracts/a PO are in place, the contractor will work on staging plans and a timeline for the project construction. All these items will be reviewed at a Pre-Construction meeting at least two weeks before project start.

If you have any questions or require further information, please feel free to contact me at (920) 309-2179 or rsurman@garlandinc.com.

Sincerely,

Rhett Surman

Milwaukee – Territory Manager

6710 W Wisconsin Ave, Wauwatosa, WI 53213

P: (920) 309-2179 E: rsurman@garlandinc.com



REQUESTED ACTION STATEMENT

DATE: May 2, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Fabian – Supervisor Parks Department

ISSUE: Stanley Holl – Gatewood Park Benches Eagle Scout Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Stanley Holl to build and provide four benches for seating Gatewood Park.

FISCAL IMPACT:

None

RATIONALE:

Gatewood Park is lacking seating, both by the playground and back sledding hill. This Eagle Scout project provides four benches that will properly satisfy that need at Gatewood park. The donation by this Eagle Scout provides value to the City, community, and to the Scout.

Stanley Holl Eagle Scout Project

1. What the project is and the purpose
 - **I am building four benches for Gatewood Park, to provide seating for parents at the top of the sledding hill as well as near the playground**
2. Identify who you are, in relationship to this project'
 - **Stanley Holl - Boy Scout Troop, Troop 68.**
3. The identity of the donor
 - **I received donations from a variety of sources, and the donations will go into a sub-account of mine in my troop website.**
4. Parent/s and/or Legal Guardian/s name/s
 - **Craig and Rebecca Holl**
5. A specific description of the work to be done
 - **Work will include the cutting, chiseling, drilling, and filing of lumber, as well as the use of power tools to assemble pieces together**
6. The dates it will be performed (provide a range of dates)
 - **My plan for now is to have two workdays, on April 5th and April 12th, with the latter mostly as a backup.**
7. Goods and materials used to complete the project
 - **8QTY 4x4" 8'**
 - **4QTY 2x4" 8'**
 - **16QTY 2x8" Treated Lumber**
 - **8QTY 4" 3/8th galvanized bolts**
 - **96QTY 6" 3/8th galvanized bolts**
 - **104QTY 3/8th galvanized nuts**
 - **104QTY 3/8th galvanized washers.**

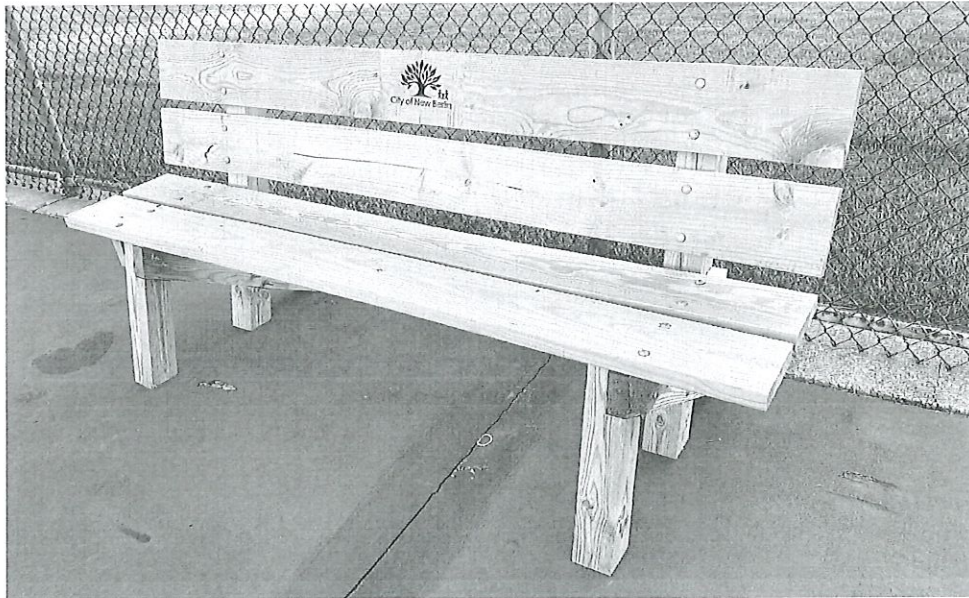
The scout shall provide a certificate of insurance

- **Attached on email**

Park Bench Instructions

Stanley Holl
Spring 2025

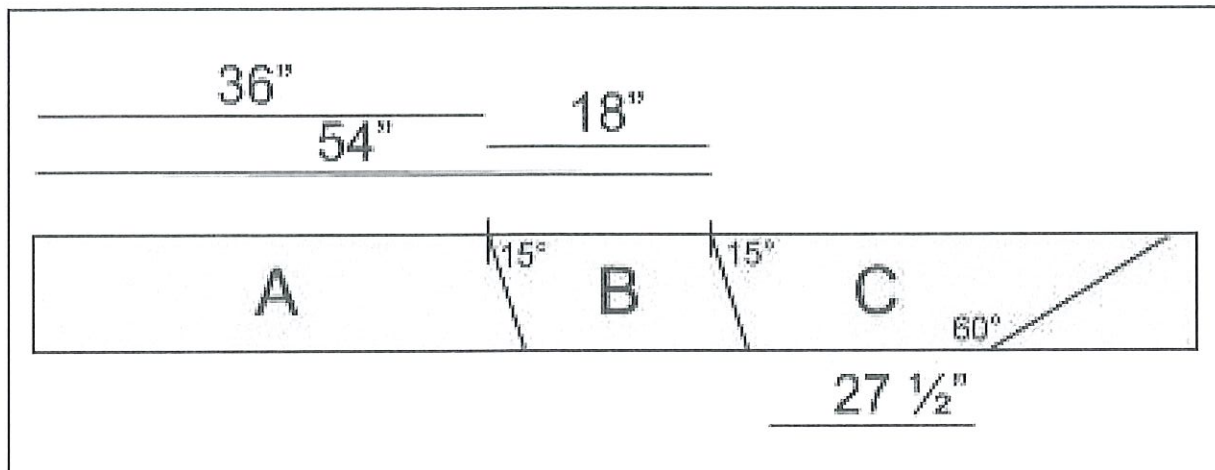
<u>Materials Needed for 1 Bench</u> (QTY 2) 4 x 4, 8' (QTY 1) 2 x 4, 8' (QTY 4) 2 x 8, 8' (QTY 24) 3/8 x 6" Galvanized Carriage Bolts (QTY 2) 3/8 x 4" Galvanized Carriage Bolts (QTY 26) 3/8 Galvanized Nuts & Washers	<u>Tools Need</u> Sliding Miter Saw (preferably 12") Measuring Tape Speed Square Drill 3/8" Drill Bit Level Chisel File Safety Glasses (when using saw) Hearing Protection (when using saw) Work Gloves (when filing) 2 Clamps (optional) Wrench
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SUMMARY OF HOW THESE BENCHES ARE BUILT

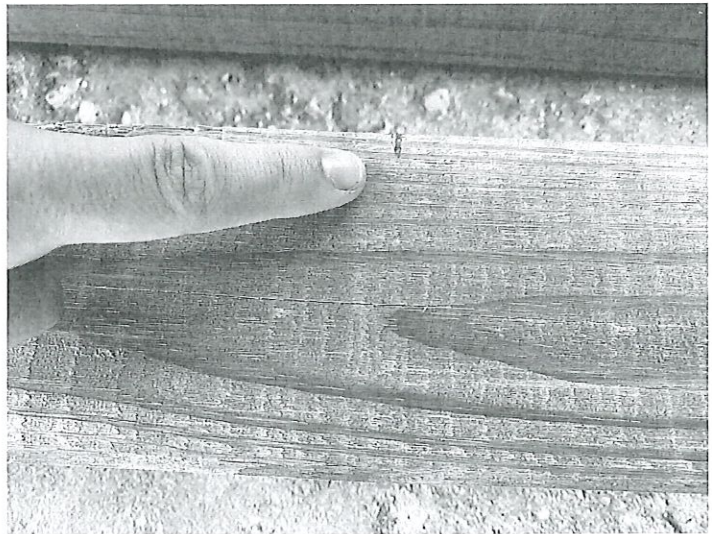
One 8' 4 x 4 will be used for pieces 'A', 'B' & 'C', which will make one leg section. Two 8' 4 x 4's will be used to make one bench (one for each leg section). Once the leg pieces are cut to size, they will be notched and then fitted together. 2 x 4 will then be cut, and 2 x 4 and 2 x 8 pieces will be bolted to leg sections.

Step 1 - LEG PIECES 'A' and 'B' (4 x 4)



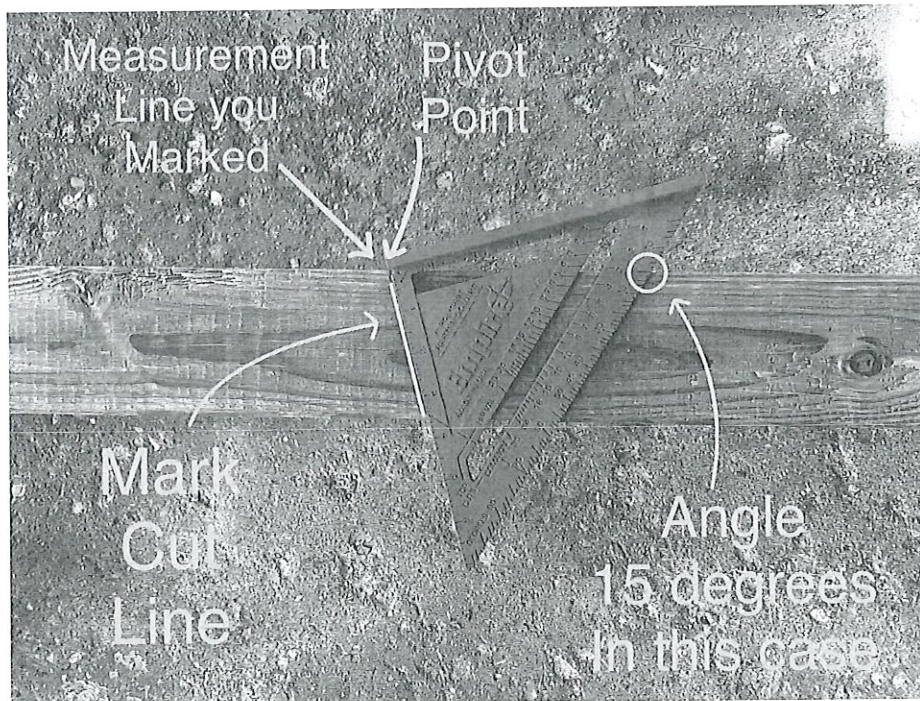
Step 1-1 - Lay an 8' 4 x 4 on a flat surface.
Measure from the left end and mark 36" and 54" on EDGE FURTHEST FROM YOU.

(Piece 'A' is 36" from square edge to short point of angle. Piece 'B' is 18" from edge to edge.)



Step 1-2 - Use a Speed Square to draw angled lines on wood, 15 degree angle.

- Place Pivot Point of Speed Square on your line made in step 1-1.
- Slowly pivot the Speed Square until 15 degrees lines up with the same side that you marked your line on.
- Hold Speed Square firmly in place and draw/trace an angled cut line along the edge of the Speed Square that has the pivot point on it.
- Do this step for both marked spots (36" & 54").

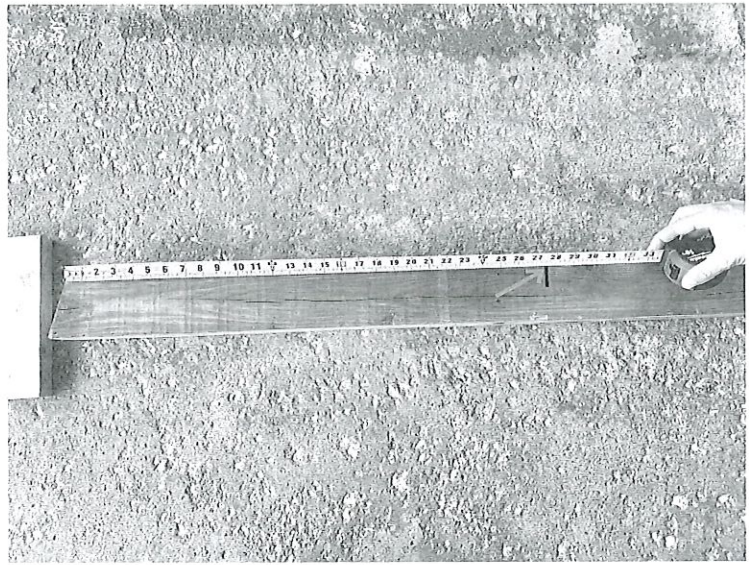


Step 1-3 - Use a Miter Saw to cut both drawn angles at 15 degree angle. (Saw Master will confirm measurement & angle to ensure the cuts will be correct.

Step 2 - LEG PIECE 'C' (4 x 4)

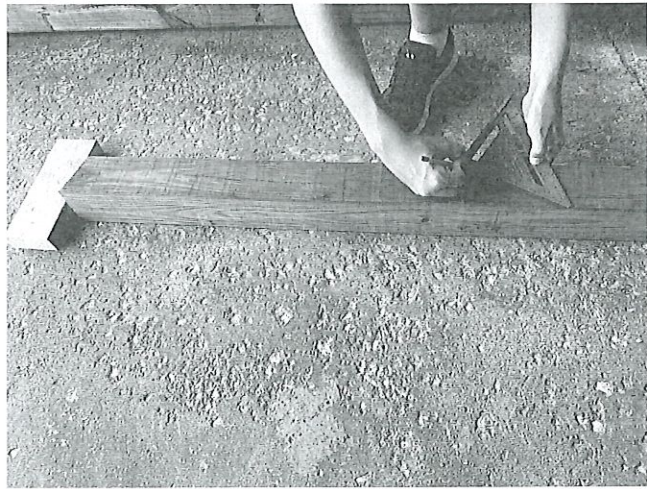
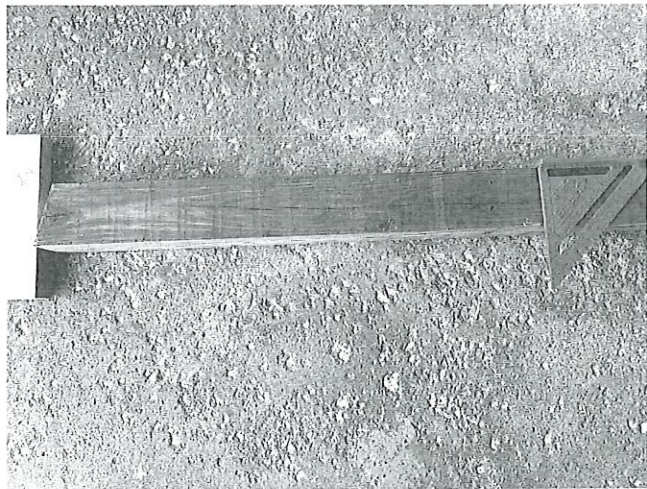
Step 2-1 - Use the piece of 4 x 4 that is left over and was connected to Piece 'B'. This already has a 15 degree cut.

IMPORTANT - align 4 x 4 as follows:
Angled cut on your LEFT, with the wider part closer to you. MEASURE from the shorter part (farther from you) and draw a line at 27.5".



Step 2-2 - Use Speed Square to draw angled line on wood, 60 degree angle.

(See step 1-2 for Speed Square instructions.)

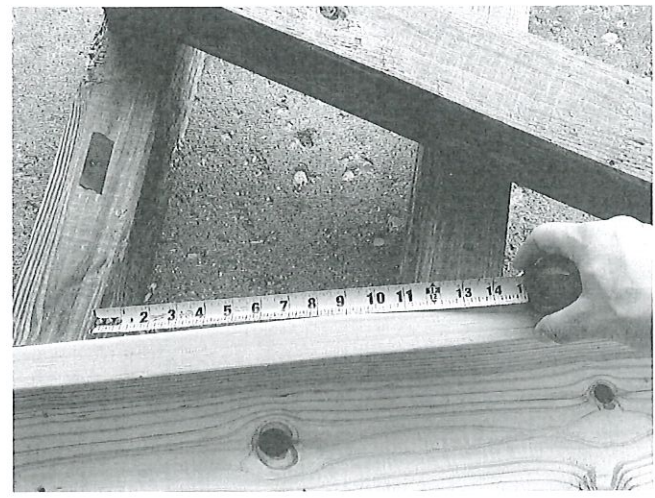


Step 2-3 - Cut drawn angle at 60 degrees. (Saw master will confirm measurement & angle to ensure the cut will be correct.)

Step 3 - Mark Notch Lines on Pieces 'A', 'B' & 'C' (4 Notches Total)

Step 3-1 - Lay a flat board (can be a 2 x 4, 2 x 6 or other) on a flat surface to use as a guide. Put a second board on top of this board so that your guide is approximately 6" tall.

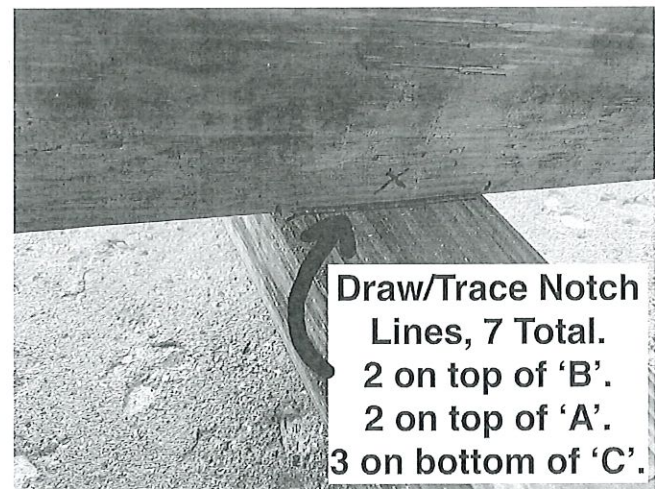
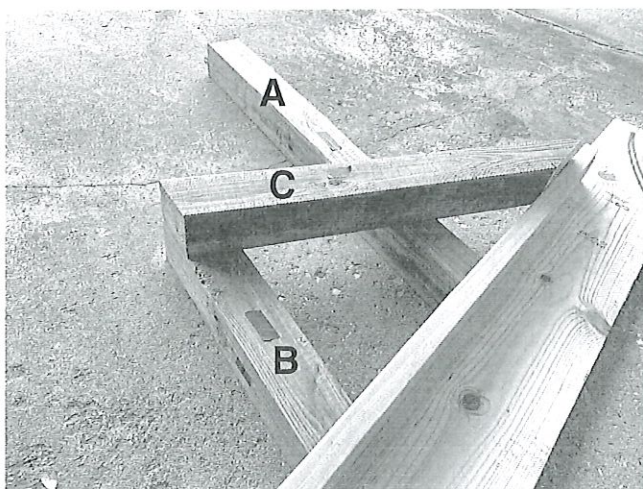
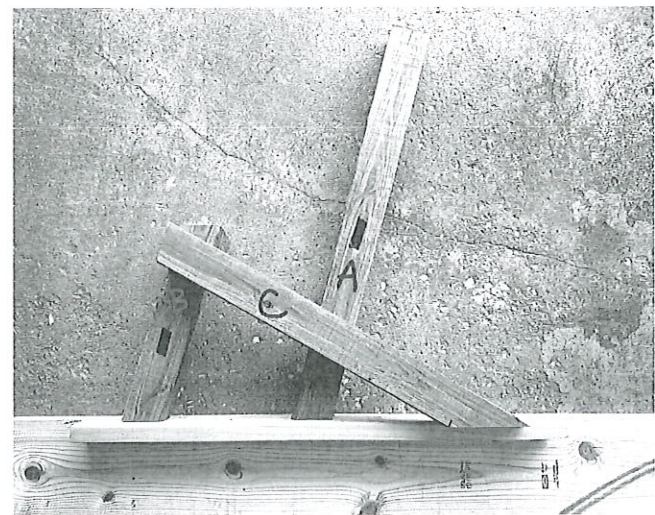
Step 3-2 - Align pieces 'A' & 'B' as seen in the picture. Place 'B' and 'A' on the floor with the bottom of each piece butting up against the flat surface detailed in step 3-1. Space 'B' and 'A' 11" apart.



Step 3-3 - Align piece 'C' as seen in the picture. 'C' will rest on top of 'B' and 'A' and the bottom of 'C' (60 degree angle) will rest on the flat surface detailed in step 3-1. Align 'C' so that the left angle cut lines up with the left side of 'B'. (Note that 'B' will have extra wood sticking up above 'C', which is correct.)

Step 3-4 - Draw/Trace Notch lines on 'B' and 'A' where 'C' is resting on them.

Step 3-5 - Draw/Trace Notch lines on the bottom of 'C' where 'B' and 'A' are touching 'C'. (Note that 'C' will have 2 notched out areas, and one of them is on the end of this piece.)



Step 4 - Cut Notches on Pieces 'A', 'B' & 'C' (4 Notches Total)

Step 4-1 - Set Sliding Miter Saw to only cut down to 1.75" from the bottom, which is to the center of a 4 x 4. (Making a 1 3/4" piece from a 2 x 4 is very helpful to get the miter saw blade set to the correct height. With the saw unplugged, place your 1 3/4" piece under the blade and adjust the blade until it just barely touches the wood.)

Step 4-2 - Set Sliding Miter Saw to cut at 15 degrees.

Step 4-3 - Place a small board on the miter saw, approximately 1" tall and 2" deep on your miter saw. This piece should be about 18" long. This piece will project your 4 x 4 ('A', 'B' & 'C') forward to ensure your cuts go the full 1.75" down for the entire cut.

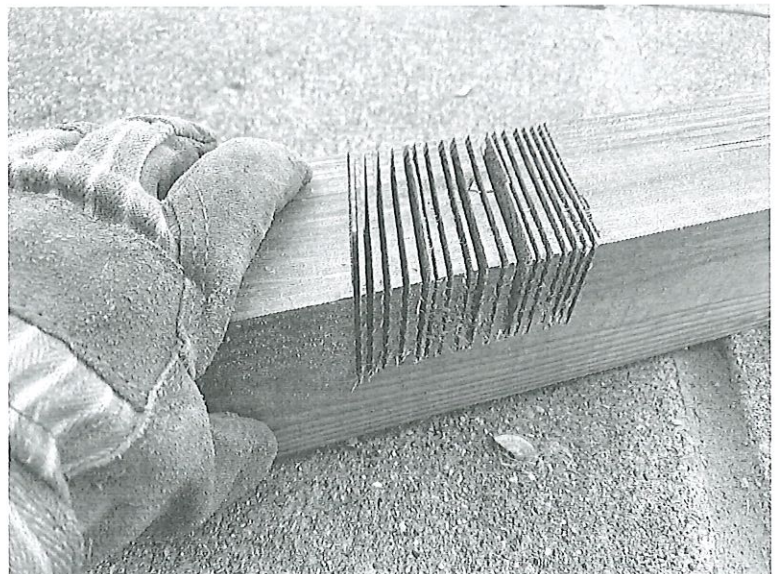
Step 4-4 - Saw Master will cut left and right cuts on drawn lines (about 3.5" apart, which is the width of a 4 x 4) and Scout (supervised) will make cuts in between these left and right cuts.

Saw Master will not cut too wide, as more can always be cut off.



Step 4-5 - Make numerous cuts with the sliding miter saw, every 1/8" or 1/4" (does not have to be precise) throughout the entire section between the two lines that you traced onto each piece.

When finished, the 3.5" wide section should be full of cuts that go halfway through the 4 x 4 (1 3/4" down).



Step 5 - Break Out Notches on Pieces 'A', 'B' & 'C' (4 Notches Total)

Step 5-1 - Break away thin pieces of wood that were made in the previous step by placing a flathead screwdriver (or chisel) in these narrow pieces and prying them apart.



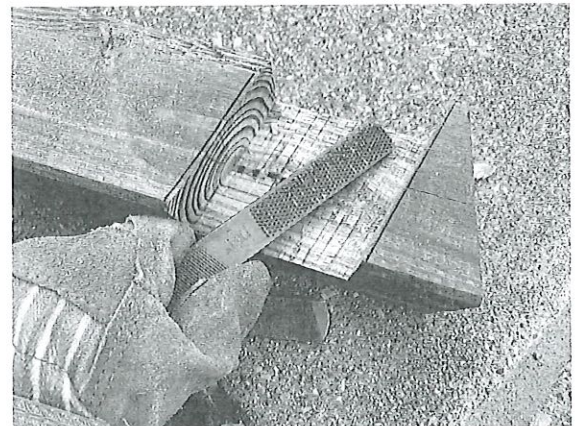
Step 5-2 - Once the thin pieces are out of your notch, use a hammer and chisel to smooth out the notched area.

If your chisel doesn't seem to do what you want, flip it over. You may find that you will use both sides of the chisel, depending on the area you are working on.



Step 5-3 - When you have finished chiseling, and the notched area is fairly smooth, use a course/rough file and further smooth out the notched area. USE WORK GLOVES for this step. This step will take some muscle. Use the course file until the notched area looks mostly smooth.

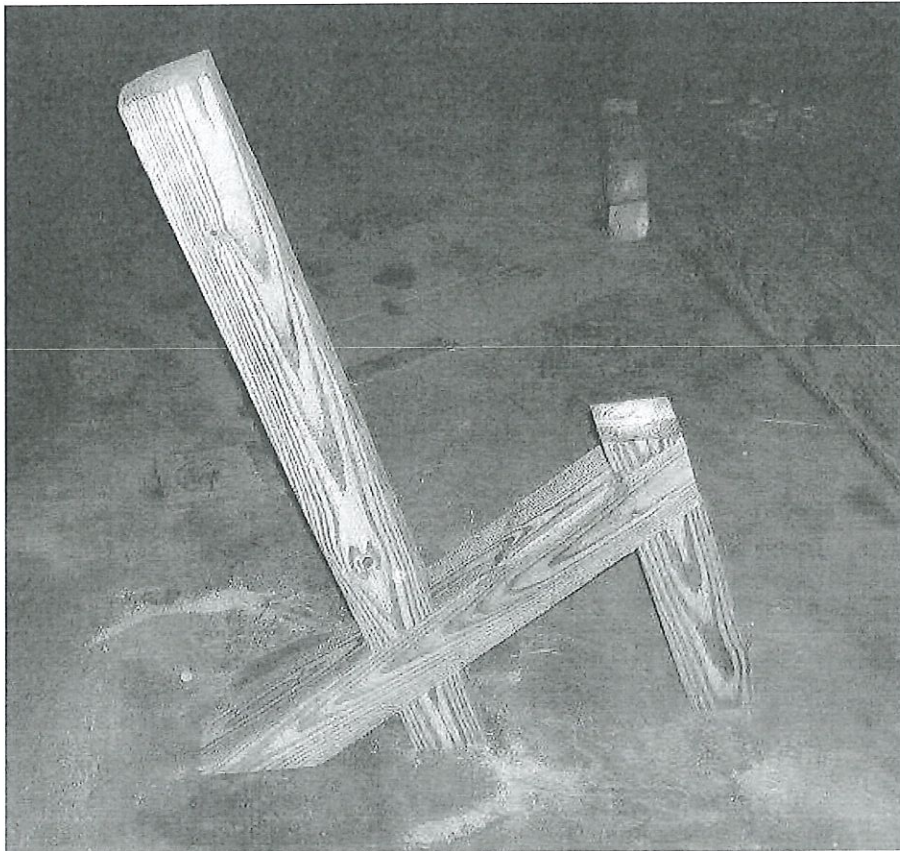
Step 5-4 - Use a less course/rough file to further smooth out the notched area. This will be a file with a more 'fine' edge.



Step 6 - Assemble Pieces 'A', 'B' & 'C'

6-1 - Line up pieces 'A', 'B' & 'C' as you did in 'Step 3 - Mark Notch Lines'

6-2 - Fit the pieces together. Gentle tapping with a rubber mallet or hammer may be required for this step, however, if a notched area is too tight, the Saw Master should take a bit extra off with the miter saw.

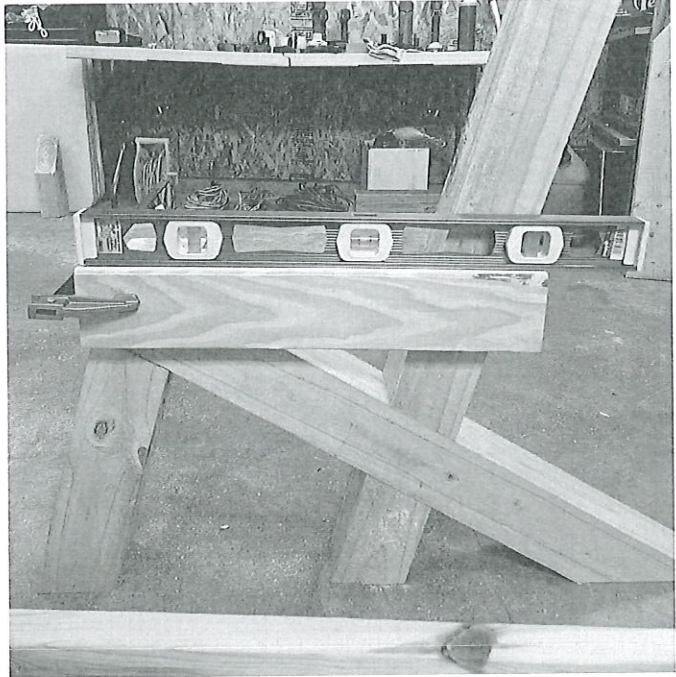


*****ONE LEG FOR YOUR BENCH IS COMPLETE. NOW REPEAT ALL THE PREVIOUS STEPS TO MAKE THE SECOND LEG.*****

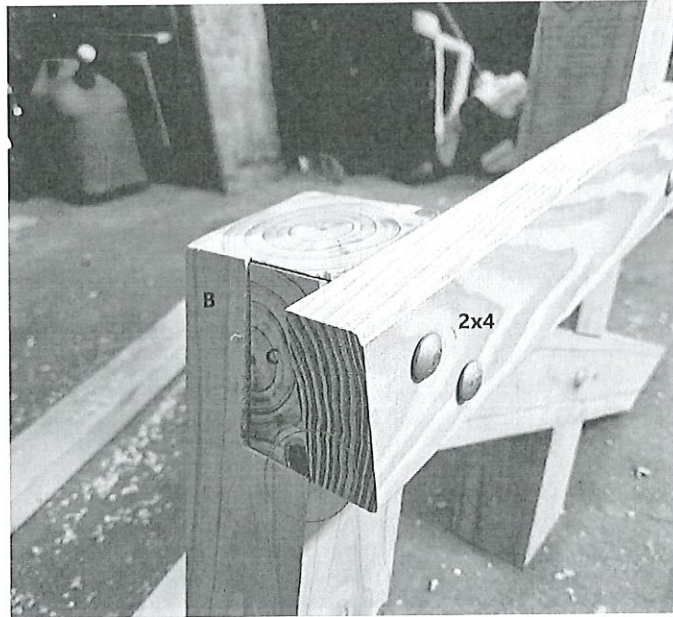
Step 7 - Cut 2 x 4 and Line it Up

Step 7-1 - After both leg sections (3 pieces each) are complete, cut two 19 3/4" sections of 2 x 4.

Step 7-2 - Place the 19 3/4" piece of 2 x 4 on the leg section as shown in the photo. (**2 X 4 WILL GO ON THE OUTSIDE OF THE LEG SECTIONS**.) The lowest front corner of the 2x4 should line up with piece B, while being flush with the top. Use a level to ensure a level surface to sit on.



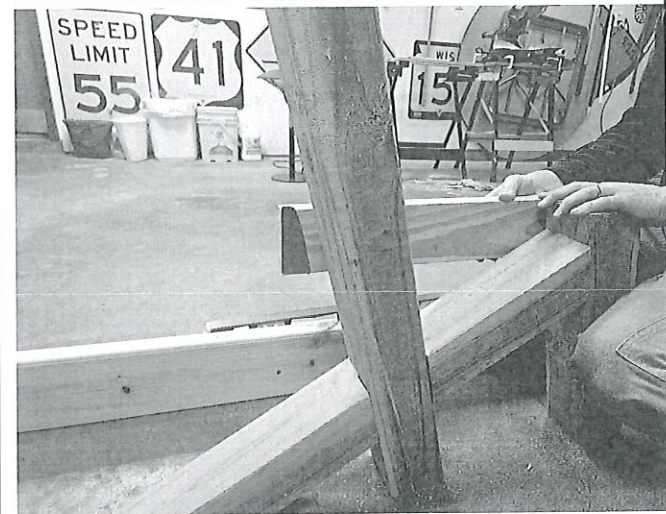
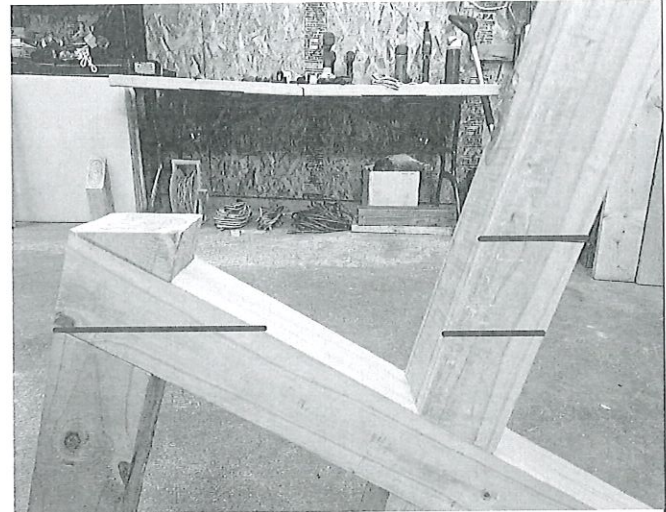
This is an alternate angle to better show the positioning of the 2x4 in relation to pieces B and C. The circle is highlighting the corner of the 2x4 which must be aligned with piece B



****MORE INSTRUCTIONS ON THE NEXT PAGE****

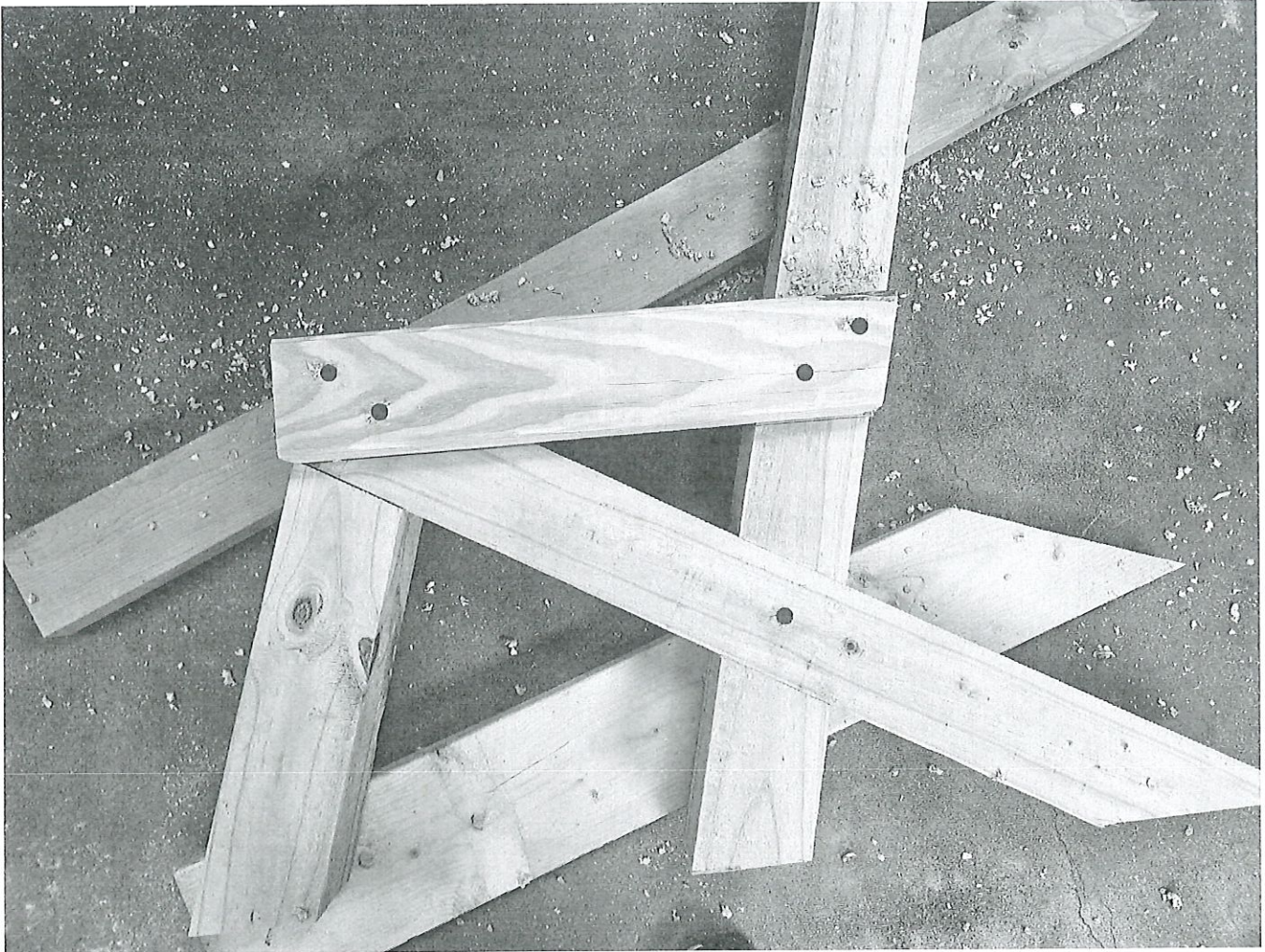
Step 7-3 - Once in position and leveled, clamp the 2x4 in place, and mark out where the 2x4 rests on the 4x4 pieces (red lines on the first picture). Additionally, mark the back of the 2x4 as it extends past piece A (filled in red in the second picture), as this section will be cut off as waste.

**** NOTE** that the second picture was taken after the 2x4 was shifted over to better show the markings. Actual marking should be flush with piece A while the 2x4 is still in the pre-specified position******



Step 7-4 - Use the saw to cut the waste from the end of the 2x4 as described in the previous step

****PIECES A, B, C, AND THE 2x4 SHOULD NOW BE READY FOR DRILLING****



Step 8 - Drill Holes for 2 x 4 and Install Bolts/Nuts/Washers to Attach 2 x 4

Step 8-1 - In the locations shown in the photo above (marked red dots), mark with a pencil the locations for drilling holes into the 4 x 4's. (4 holes total in this step per leg section, 2 in the front and 2 in the back).

Step 8-2 - Drill the four holes that go through both the 4x4s and 2x4 (you may want to keep the pieces clamped together throughout this process, or have someone apply pressure to the 2x4 to keep it in place).

Step 8-3 - Install 4 6" bolts. Slide or gently tap bolts through the 2 x 4 and then through the 4 x 4. Add washer and nut and tighten. When tightening, the head of the bolt should dent the wood slightly, but too much tightening will cause splintering. Be careful! ALSO DRILL & INSTALL a 4" bolt in the bottom of the rear leg where 4x4's come together, as seen in the diagram. YOU SHOULD NOW HAVE A 2 X 4 PIECE ATTACHED TO EACH LEG SECTION.

Step 9 - Install 2x8 Seats and Seat Backs

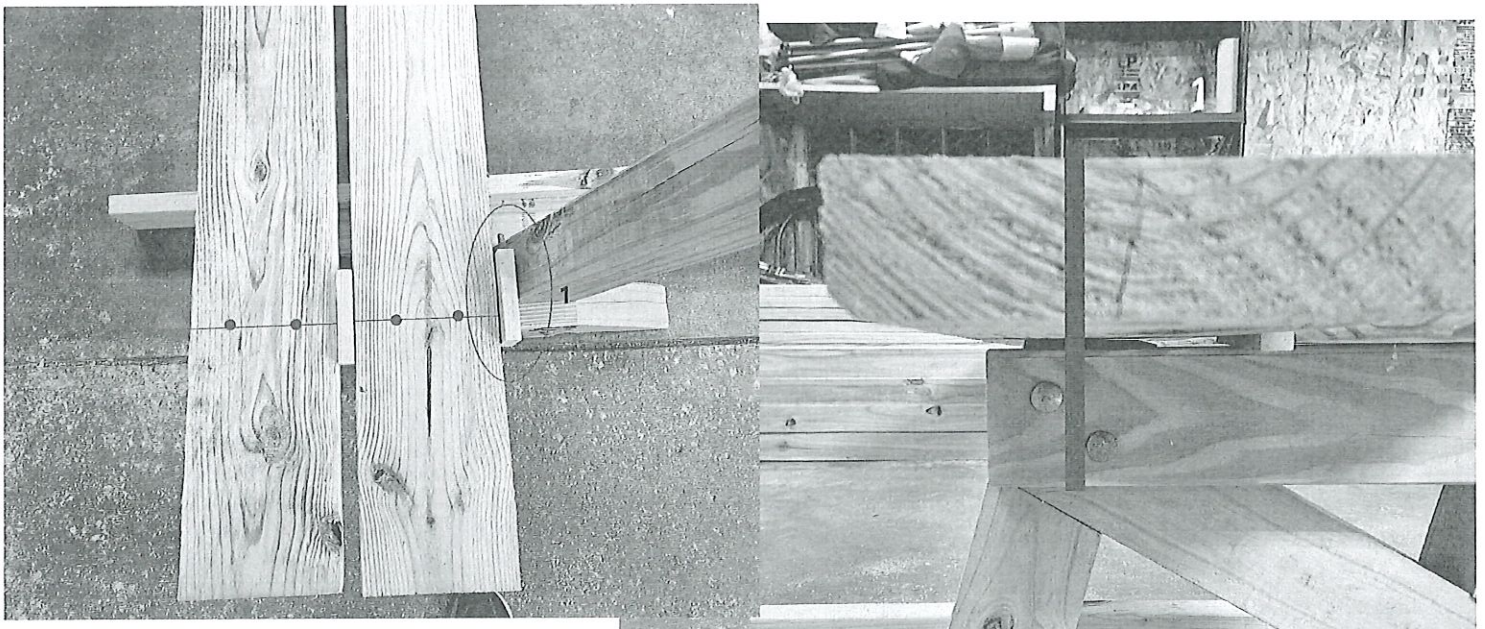
Step 9-1 - Start with 2 seat frames constructed, with one for each side of the bench. Remember, there needs to be a 2x4 facing outwards on both sides of the bench. Trim 4 2x8s down to 95" long, taking some off of each side to create a better finished plane.

Step 9-2 - Using a piece of scrap wood as a guide, make sure that both leg pieces are square. Lay two 2x8s in between them. Place a $\frac{3}{4}$ " spacer in between piece A and the flat 2x8 that is closest to it, circled in red in the picture. Place another in between the two 2x8s.

Step 9-3 - Measure 12" from the end of the 2x8 and make a line across the board, similar to the red line across the board in the photo. Line up this line with the middle of the 2x4 underneath the 2x8, as seen. Then, measure 2" from the edge of the 2x8 along this line to mark where the bolts will go. These spots are represented with the red dots along the 12" line. HOWEVER, be careful with the bolt that is farthest from the back of the bench. This bolt must be threaded in between the two bolts already in the 2x4, as seen in the second photo.

Step 9-4 - Drill the holes and put bolts in them, put washers on and put a nut on it. Repeat steps 8-2 and 8-3 for the other side, and the bottom seat is done.

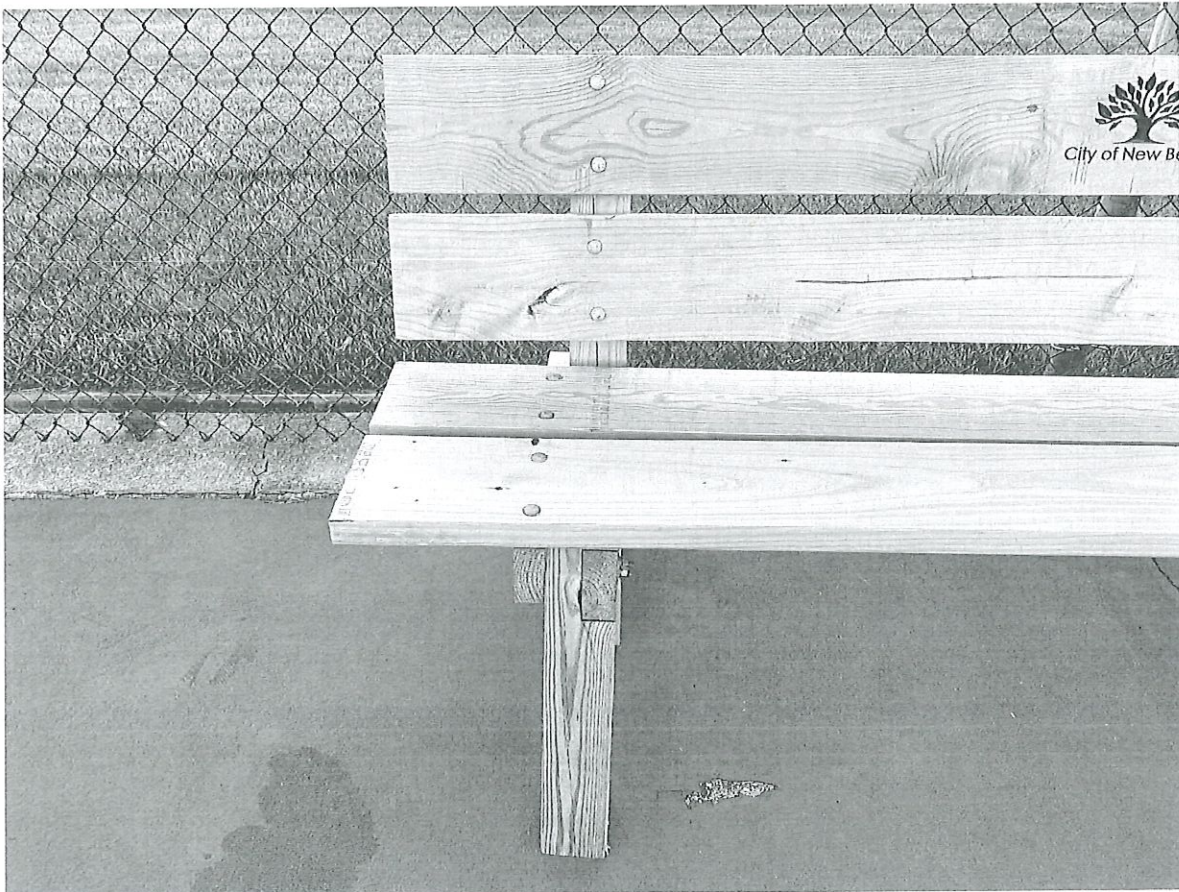
Step 9-5 - Use 2 spacers off of the bottom seat to position another 2x8 leaning up against piece A. Stack another 2x8 on top of this, with another set of spacers in between, and also leaning on the A pieces. Use the same pattern for the bolts (2" away from each edge) to secure. These bolts can be less precise, given how wide the 4x4 they rest on is.

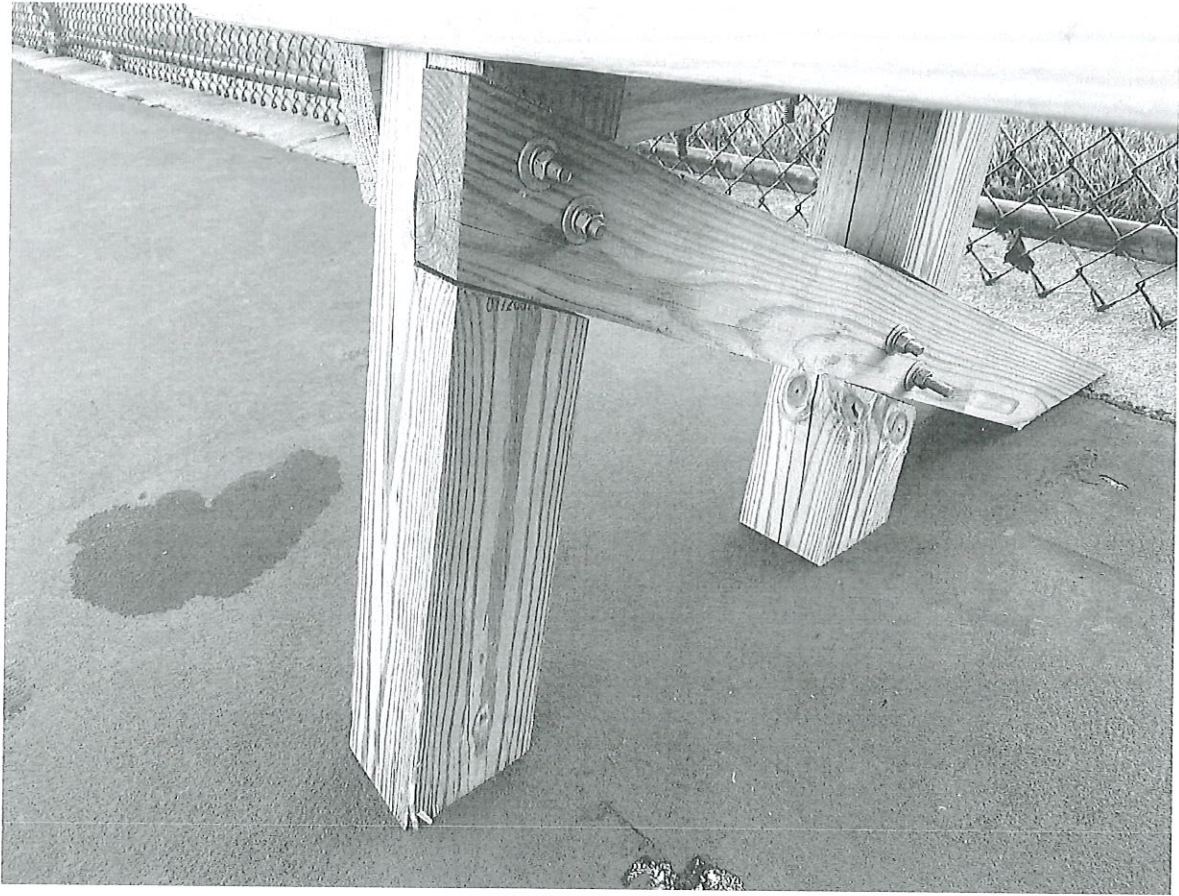


CONGRATULATIONS!

You have now completed your park bench!

(A few extra pictures are on the next page.)





DONATION AGREEMENT

This Donation Agreement is made and entered into by and between the BOY SCOUTS OF AMERICA, POTAWATOMI AREA COUNCIL #651, located at 804 Bluemound Road, Waukesha, Wisconsin, 53188, and CRAIG HOLL and REBECCA HOLL, whose place of residence is __13630 W. GRAHAM ST, NEW BERLIN, WI 53151 __, and who are the legal guardians of STANLEY HOLL, who is a member of Boy Scout Troop No. 68 (hereinafter collectively referred to as the "Donor") and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the "City") with its principal office at 3805 South Casper Drive, New Berlin, Wisconsin, 53151.

WHEREAS, the Donor is an Eagle Scout candidate with the Boy Scouts of America Potawatomi Council Troop No. 68; and

WHEREAS, the Donor is desirous of conducting his Eagle Scout project at Gatewood Park in the City of New Berlin; the project would include the construction and installation of four (4) benches (with plaques) at a location in the park to be determined by City Staff and which location may include, but is not necessarily limited to, the playground and top of the sledding hill; and

WHEREAS, the intent of the project is to allow park visitors to have benches to sit on, providing extra seating for the playground area and sledding hill; and

WHEREAS, the donation will be constructed by the Donor, along with members of Troop No. 68, their families and friends; and

WHEREAS, the work has been or would be performed between April 5, 2025 and April 12, 2025 and/or such other dates as may be necessary; the Donor will supply the lumber, bolts, nuts, washers and such other supplies to perform the work, which work will be performed by the volunteers noted above; and

WHEREAS, the City is desirous of accepting the donation of the Donor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The City consents to the Donor, its contractors, subcontractors, agents, employees, volunteers and/or assigns to enter into Gatewood Park and to provide the services set forth in the attached Exhibit A.
2. Donor agrees to provide (or has already provided) the City with evidence acceptable to the City that the Donor carries public liability insurance, with limits acceptable to the City, which policies would name the City as an Additional Insured on a primary and non-contributory basis.
3. Donor further agrees to indemnify the City and to hold it harmless as and against claims, demands, actions or causes of actions, including actual attorney fees, arising from the performance of the services provided for in Exhibits A, including, but not limited to, claims for property damage and personal injury that may arise during the course of the construction of the improvements provided for in Exhibit A.

4. The parties agree that the services being provided hereunder will be provided at the expense of the Donor and not the City.

5. Donor agrees to obtain permission from the City as to the specifics of the construction and donation, and to perform said construction and services in accordance with that direction.

6. Donor agrees that the volunteers participating in the project will be required to sign a City of New Berlin Volunteer Waiver Form for any work being provided on city property, and the appropriately executed Waiver Form will be provided to the City prior to the commencement of the work.

7. Donor agrees to appropriately guard the worksite to prevent injury to any persons that may be in the vicinity of those portions of Gatewood Park when the services are being performed.

8. Donor agrees that in performing the services under this Agreement, the Donor its contractors, subcontractors, agents, employees and/or assigns shall comply with any applicable State Statutes, Administrative Code provisions or City Ordinances which may be applicable to their activities.

9. Upon the completion of the work related to the services outlined in Exhibit A, the improvements shall become the sole property of the City of New Berlin.

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

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

Dated: _____

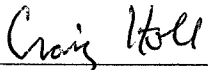
Dated: _____

DONOR:
BOY SCOUTS OF AMERICA
POTOWATOMI COUNCIL #651

CITY:
CITY OF NEW BERLIN

By: _____

By: _____
David Ament, Mayor

DONOR:


Craig Holl.
Father of Stanley Holl

DONOR:


Rebecca Holl
Mother of Stanley Holl



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/25

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Laura Craig PHONE (A/C, No, Ext): 972-770-1402 E-MAIL ADDRESS: laura.craig@marshmma.com		FAX (A/C, No): 972-770-1699
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Boy Scouts of America, National Council and All of it's affiliates and subsidiaries Potawatomi Area Council #651 804 Bluemound Road Waukesha, WI 53188	INSURER A: Evanston Insurance Company		35378
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

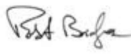
COVERAGES **CERTIFICATE NUMBER:** 312324903 **REVISION NUMBER:**

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			V3P0009157	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			V3XEC0009158	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 6,500,000 AGGREGATE \$ 13,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only of the limits of liability specified in such contract. Primary and Non-Contributory applies as required by written contract or agreement. Waiver of Subrogation applies when required by written contract or agreement. Sexual Molestation coverage is incorporated in the policy and addressed by endorsement and is subject to the policy period, terms, limits and conditions of the policy.

For All Official Scouting Activities

CERTIFICATE HOLDER New Berlin Parks Department 2600 Calhoun Road New Berlin, WI 53151	CANCELLATION 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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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 Jen H		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

PAID
MAY 07 2025
Treasurer - City of New Berlin

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

☒ Man Pakala
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

ENTER DRIVE

PARK AVE

BACK DOOR

NEIGHBORS

NEIGHBORS

Parking lot

Exit

Entrance

BACK DOOR
of bar
parking

Park ave

Neighbors
fence

RENEWAL ALCOHOL LICENSE APPLICANTS

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

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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

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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

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

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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

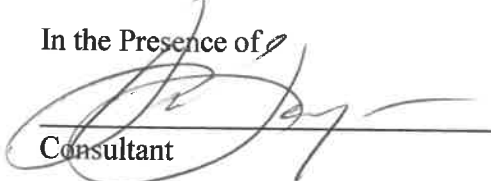
The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the ENGINEERS and relating to their work.

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 5-22-2025

Title 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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New Berlin, WI 53151

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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3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
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Hickory Grove Community Center
2600 S Sunny Slope
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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Proposal

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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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Proposal

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New Berlin, WI 53151

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>
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* 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

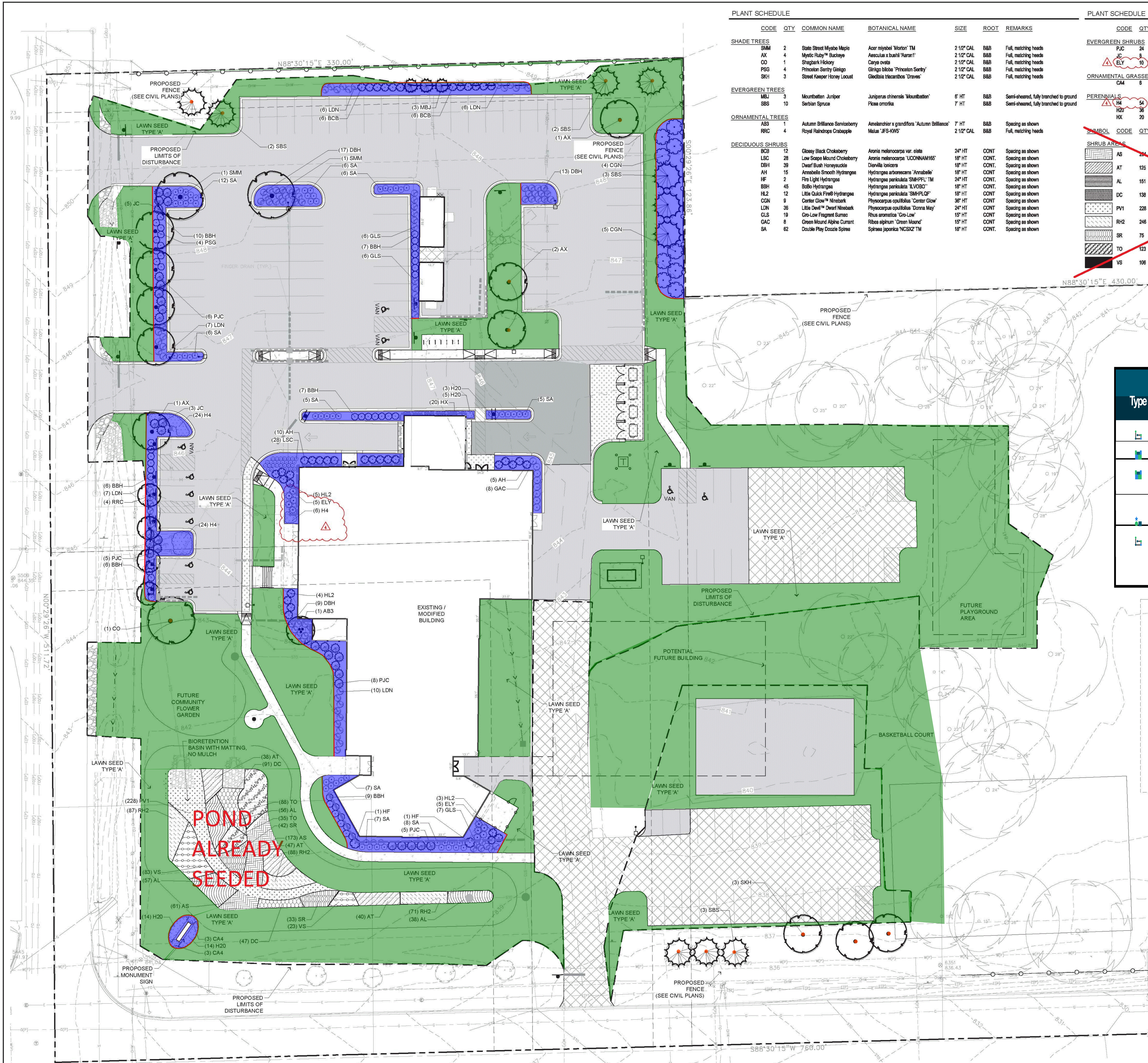
We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance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



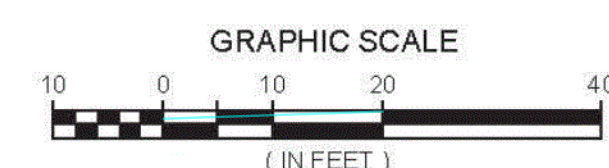
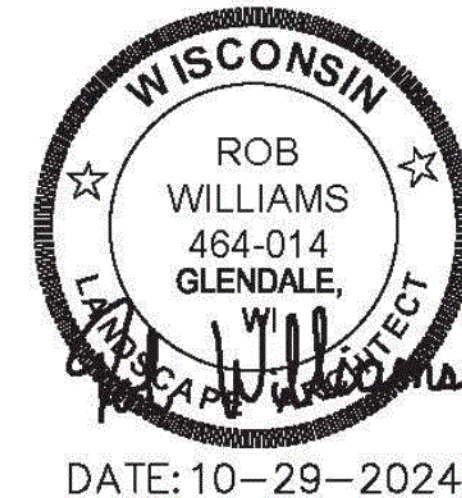
PLANT SCHEDULE						
CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
SHADE TREES						
SMM	2	State Street Myrtle Maple	Acer myrtifolium 'Morton' TM	2 1/2" CAL	B&B	Full, matching heads
AX	4	Myrtle Ruby™ Buckeye	Aesculus x bushii 'Varon'	2 1/2" CAL	B&B	Full, matching heads
CO	1	Shagbark Hickory	Carya 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	Flora Light Hydrangea	Hydrangea arborescens 'Annabelle'	18" HT	CONT	Spacing as shown
BBH	45	Bubbly Hydrangea	Hydrangea paniculata 'SilverPixel' TM	24" 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	Green Mound Alpine Currant	Ribes alpinum 'Green Mound'	15" HT	CONT	Spacing as shown
GAC	8	Double Play Double Spruce	Spiraea japonica 'TCSXZ' TM	18" HT	CONT	Spacing as shown
SA	62					

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 virginiana	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	Test	Test	23.05	LF
Lawn Seed 'A'	Lawn Seed 'A'	Lawn Seed 'A'	81576.2	SQFT
Washed Stone Mulch #2	Washed Stone Mulch #2	Washed Stone Mulch #2	10823.13	SQFT
Tree Rings	Tree Rings	Tree Rings	14	EA
Aluminum Edging - Black	Aluminum Edging - Black	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



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	DATE	REV. DATE	Project:
	STATE PLAN REVIEW SUBMITTAL	04/30/24	6/11/24	New Berlin Community Center
	C81 (PERMIT SET)		05/27/24	at Hickory Grove
	CONSTRUCTION BULLETIN #3 - VALUE ENGINEERING		11/01/24	2800 S Sunny Slope Rd
	CONSTRUCTION BULLETIN #4			New Berlin, WI 53151

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 53005-9798
(262) 791-1000
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.

David Ament, Mayor

Countersigned:

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.