Committee of the Whole Meeting Agenda

July 22, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Agenda Amended: 7/21/25 @ 1:15 PM
Published: 7/18/2025

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
   A. June 24, 2025, Committee of the Whole Meeting Minutes
4. **UTILITY & FINANCE**
   A. Discussion and possible recommendation to the Common Council to approve the July 9th, 2025, Sewer Utility claims in the amount of $18,205.13, Water Utility claims in the amount of $219,411.64, and General City claims in the amount of $536,391.69. Tax overpayment checks totaling $7,044.87 were also generated, and US Bank VISA EFT of $44,229.86

   B. Discussion and possible recommendation to the Common Council to approve the July 23rd, 2025, Sewer Utility claims in the amount of $793,042.74, Water Utility claims in the amount of $41,747.13, and General City claims in the amount of $660,701.38. We Energies EFT of $60,121.59, and Utility Water/Storm/Sewer EFT of $18,602.56 was also generated
5. **LICENSES & PERMITS**
   A. Discussion and possible recommendation to the Common Council to approve the Class 'B' Beer and Class C Wine license application for Air City 360, located at 5320 S. Moorland Rd., including the designated agent and café area premise description, for the license year expiring June 30, 2026, as outlined in the submitted application and contingent upon the satisfaction of all City requirements

   B. Discussion and possible recommendation to the Common Council to approve the Extension of Premise for The Varsity Club, located at 12400 W. Beloit Road, for the Fall Fest event to be held in the establishment’s parking lot on September 12th and 13th, 2025, contingent upon the satisfaction of all City requirements
6. **MISCELLANEOUS**
   A. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-16, a resolution providing for the sale of approximately $11,580,000 in General Obligation Promissory Notes, Series 2025A

   B. Finance Department Update

   C. Discussion and possible recommendation to the Common Council to approve setting a Public Hearing for August 13, 2025, at 6:00 p.m., to be held before the Plan

Commission, regarding the rezoning of the property located at Tax Key No. 1213.9964 (northwest corner of Coffee Road and Calhoun Road) from A-1 to R-1/R-2

D. Discussion and possible recommendation to the Common Council to authorize the Finance Department to contact the Wisconsin Department of Transportation and initiate the process of implementing a wheel tax in the City of New Berlin, as outlined in the Requested Action Statement

E. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-17, a resolution amending the 2024 CIP budget by $55,000 for updates to the DPW Campus Master Plan, as outlined in the Requested Action Statement

F. Discussion and possible recommendation to the Common Council to approve an agreement with the Professional Firefighters of Wisconsin Charitable Foundation, Inc., for use of the area near Fire Station No. 1 and the Streets building parking lot for the 2025 Ride to Burn Camp on August 12, 2025, contingent upon receipt of a signed agreement and Certificate of Insurance

G. Discussion and possible recommendation to the Common Council to authorize the IT Department to recommend to the Mayor the most financially sound option for a 5-year copier lease agreement, as outlined in the Requested Action Statement

H. Discussion and possible action to recommend to Common Council approval of the Professional Services Contract in the amount of $9,500 with raSmith, Inc. for the development of ball field standards

I. Discussion and possible recommendation to the Common Council to authorize staff to initiate the process of placing a levy limit referendum question on the April 2026 ballot

7. ADJOURN

Additional Information

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

City of New Berlin
city living with a touch of country

Committee of the Whole
MEETING MINUTES

June 24, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

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

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Maxey (arrived at 6:02 PM), Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa
Excused: Alderperson Joseph Stribl

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

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

3. APPROVAL OF MINUTES

A. June 10, 2025, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: La Fever
Second by: Hopkins
Motion Passed 5-0

4. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the June 11th, 2025, Water Utility claims in the amount of $74,949.47, Sewer Utility claims in the amount of $16,148.72, and General City claims in the amount of $1,816,064.32. We Energies EFT of $66,134.98

MOTION: Motion to approve

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

5. LICENSES & PERMITS

A. Discussion and possible action to approve the alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year of 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: Harenda
Second by: Maxey
Motion Passed 6-0

6. MISCELLANEOUS

A. Library Department Update

Library Director Natalie Beacom provided a brief update on her department to the Council and members of the public in attendance.

B. Discussion and possible action to recommend to Common Council approval of an underground electrical easement with We Energies to construct an electrical service at 16530 W National Avenue as outlined in the RAS

MOTION: Motion to approve

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

C. Recommend to the Common Council that a public hearing be set for August 13, 2025 at 6:00 p.m. to be held before the Plan Commission on the amendments to the Zoning Code (Chapter 275-25 Building Permits).

MOTION: Motion to approve

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

7. ADJOURN

MOTION: Motion to adjourn at 6:08 PM

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

Respectfully Submitted,
Rubina R. Medina, City Clerk

Form **AB-200**

Alcohol Beverage License Application

PAID JUL 01 2025 Treasurer - City of New Berlin

For Municipal Use Only
Municipality
License Period

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

- ☐ Class "A" Beer .... $ ______
- ☐ "Class A" Liquor .... $ ______
- ☐ "Class A" Liquor (cider only) $ ______
- ☑ "Class C" Liquor (wine only) $ 100
- ☑ Class "B" Beer .... $ 100
- ~~☑ "Class B" Liquor .... $ 800~~
- ☐ Reserve "Class B" Liquor $ ______

Fees	
License Fees	$ 200
Background Check Fee	$ —
Publication Fee	$ 45
Total Fees	$ 245

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Ascent Airparks, LLC

2. Business Trade Name or DBA
Air City 360

3. FEIN
[redacted]

4. Wisconsin Seller's Permit Number
456-1031854220-04

5. Entity Type (*check one*)
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization: CO
7. Date of Organization: 04/01/2020
8. Wisconsin DFI Registration Number: A111150

9. Premises Address
5320 S. Moorland Rd.

10. City: New Berlin
11. State: WI
12. Zip Code: 53151

13. County: Waukesha
14. Governing Municipality: ☑ City ☐ Town ☐ Village of: New Berlin
15. Aldermanic District:

16. Premises Phone: (262) 505-5300
17. Premises Email: managerwi@aircity360.com
18. Website: www.aircity360wi.com

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.

~~Entertainment venue featuring attraticons, arcade games, and cafe.~~

Beer and Wine will be sold and Served in Cafe

20. Mailing Address (if different from premises address)

21. City
22. State
23. Zip Code

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 beverages. . . ☐ Yes ☑ No

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
Voight	Ryan	GM/Ops Director	(414) 940-8813

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	First Name	M.I.
Voight	Ryan	K

Title	Email	Phone
General Manager	managerwi@aircity360.com	(262) 505-5300

Signature	Date
	07/01/25

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)

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date

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

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

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

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Ascent Airparks, LLC

2. Business Trade Name or DBA
Air City 360

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Voight	Ryan	K

4. Relationship to Business (Title)	5. Email	6. Phone
GM/Operations	managerwi@aircity360.com	(414) 940-8813

7. Home Address
1803 Wexford Ln

8. City	9. State	10. Zip Code	11. Date of Birth
Waukesha	WI	53186	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Address History

1. Do you currently live in Wisconsin? . . . . ☑ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin . . . . (MM/YYYY)

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Waukesha	WI					

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . . ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

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

Signature	Date
	7/1/25

Form **AB-101**

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Ascent Airparks, LLC

2. Business Trade Name or DBA
Air City 360

3. Entity Type *(check one)* ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)* ☑ Municipal Retail License ☐ State Permit

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

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

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Voight	Ryan	K

4. Email	5. Phone
managerwi@aircity360.com	

6. Home Address
1803 Wexford Ln.

7. City	8. State	9. Zip Code	10. Date of Birth
Waukesha	WI	53186	[redacted]

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☑ Yes ☐ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☑ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? ☑ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

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

Last Name	First Name	M.I.
Voight	Ryan	K

Title	Email	Phone
GM/Operations	Managerwi@aircity360.com	(414) 940-8813

Signature	Date
	7/1/25

Part E: Agent Attestation

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

Last Name	First Name	M.I.
Voight	Ryan	

Signature	Date
	7/1/25

360 TRAINING™ LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Ryan Voight

is awarded this certificate for

Wisconsin Responsible Beverage Server Training

Completion Date	Expiration Date	Certificate #
06/28/2025	06/28/2027	WI-00640573

Official Signature

This certificate is non-transferable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.newberlinwi.gov

City of New Berlin

Total License Fees Due: $875.00
Cash or check accepted only.

PAID
MAY 12 2025
Treasurer - City of New Berlin

CITY OF NEW BERLIN
AMUSEMENT DEVICE LICENSE APPLICATION

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

• Applicant Information – Please print legibly

First Name Ryan Middle Initial K Last Name Voight
Phone Number 262-505-3300 Email Managerwi@aircity360.com
Address 1803 Wexford Lane Waukesha WI 53186
DOB [redacted] Birthplace West Allis Occupation Manager
Business Name Ascent Airparks LLC Business Address 225 Spectrum Loop Colorado Springs, CO 80921

Location and description of premises where amusement devices are proposed to be licensed, if other than the address of business indicated above.
If same address, indicate below:

Name and residence address of person, firm or corporation who owns the premises where amusement devices, proposed to be licensed, are to be located: Air City 360 5320 S. Moorland Rd New Berlin, WI 53151

• Requested Amusement Devices to be Licensed

Pool Tables	Quantity	@ $35 each = $
Bowling Alleys (per lane)	Quantity 4	@ $35 each = $ 140
Other Amusement Devices		
(Jukeboxes)	Quantity	@ $35 each = $
(Electronic game machine)	Quantity 21	@ $35 each = $ 735
		Total Fee $ 875

• Applicant Consent and Signature – Please read and sign

To the City Clerk of the City of New Berlin, Wisconsin:

I understand that the above-stated fees are for the period from July 1st through June 30th of the succeeding year, or for any part thereof; that installation of additional devices during the course of the license year shall entail filing of an additional application and payment of the required fee. It is further understood that omission, false information, or untrue information submitted on this application will be grounds for the City Clerk to deny this license at issue, or to revoke any such license after issue, when such error or omission is revealed upon investigation. I also acknowledge receipt of the New Berlin Municipal Code Section 152-20 relating to Amusement devices; coin machines and amusement distributors/vendors and agree to comply with all of the provisions set forth in this section. I do further acknowledge that it is unlawful to use any electronic game device as gambling machines. Devices are to be used for amusement purposes only and no rewards of any type can be exchanged for playing the game. Failure to comply with this provision will result in the revocation of this license, as well as potential criminal prosecution.

☒ Signature Date 5/12/25

OFFICE USE ONLY: Date Application Received License Issued
Notes:

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 07/01/25 CUSTOMER#:
TIME: 13:00:33
CLERK: 9740amil

RECPT#:	2070344	PREV BAL:	245.00
TP/YR:	P/2025	AMT PAID:	245.00
BILL:	2070344	ADJSTMNT:	.00
EFF DT:	07/01/25	BAL DUE:	.00

Misc Cash Receipts

-----------------TOTALS-----------------

PRINCIPAL PAID:	245.00
INTEREST PAID:	.00
ADJUSTMENTS:	.00
DISC TAKEN:	.00

AMT TENDERED:	245.00
AMT APPLIED:	245.00
CHANGE:	.00

PAID BY: ASCENT AIRPARKS
PAYMENT METH: CHECK
PAYMENT REF: 1133

TOT PREV BAL DUE:	245.00
TOT BAL DUE NOW :	.00

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 05/12/25 CUSTOMER#:
TIME: 16:05:36
CLERK: 9740ktic

RECPT#:	2066275	PREV BAL:	875.00
TP/YR:	P/2025	AMT PAID:	875.00
BILL:	2066275	ADJSTMNT:	.00
EFF DT:	05/12/25	BAL DUE:	.00

Misc Cash Receipts

-----------------TOTALS-----------------

PRINCIPAL PAID:	875.00
INTEREST PAID:	.00
ADJUSTMENTS:	.00
DISC TAKEN:	.00

AMT TENDERED:	875.00
AMT APPLIED:	875.00
CHANGE:	.00

PAID BY: ASCENT AIRPARKS, LLC
PAYMENT METH: CHECK
PAYMENT REF: 1121

TOT PREV BAL DUE:	875.00
TOT BAL DUE NOW :	.00

Office Of the City Clerk
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
WWW.NEWBERLINWI.GOV

City of New Berlin

Total Fees Due:__________
Cash or check only.

PAID
JUL 14 2025
Treasurer - City of New Berlin

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.)*: MICHAEL TEIPNER

Business Name: THE VARSITY CLUB

Type of Liquor License/License Number: 2025-9 / B-COMBO

Email: VARSITYSERVICES@HOTMAIL.COM Phone Number: (414) 339-5952

Address of Establishment: 12400 W. BELOIT RD 53151

B. EVENT INFORMATON

Date of Event: SEPTEMBER 12 & 13

Event Start Time: 3pm Event End Time ***(no later than 11:00 p.m.)***: 11 pm

Name/Purpose of Event: FALL FEST 2025

Description of Area Requested (Must include map): PARKING LOT NORTH OF BUILDING. SAME AS DONE IN PAST.

*****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***

Continued on Back

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

☒ ______________________ 7/14/25

Signature of Agent or Owner of Establishment *Date*

Office Use Only!

Date Received by Clerk's Office:____________ Amount Paid:________ Date Paid:__________

Common Council Date:________________ ☐ Extension Approved ☐ Extension Denied

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2025

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	
MM Insurance Associates 15885 W. National Ave. Suite 300 New Berlin WI 53151	CONTACT NAME: Molly Hartman PHONE (A/C, No, Ext): (262) 754-4736 FAX (A/C, No): (262) 754-4739 E-MAIL ADDRESS: molly@mminsuranceassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS INDEMNITY COMPANY OF	25682
INSURER B: NATIONWIDE INSURANCE COMPANY	23779
INSURER C: BERKLEY SPECIALTY	31295
INSURER D: ILLINOIS CASUALTY COMPANY	15571
INSURER E:	
INSURER F:	

INSURED

Blue Moon Enterprises, LLC
dba Varsity Club, dba Alumni Club
12400 W Beloit Road
New Berlin WI 53151

COVERAGES CERTIFICATE NUMBER: CL2541602940 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CGL 0229573-20	06/17/2025	06/17/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACP BA013059705882	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB8P332834	04/15/2025	04/15/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	LIQUOR LIABILITY			LL112646	04/15/2025	04/15/2026	EACH COMMON CAUSE	$500,000

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

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 TGHart

CLUBFEST 2025 / VARSITY CLUB

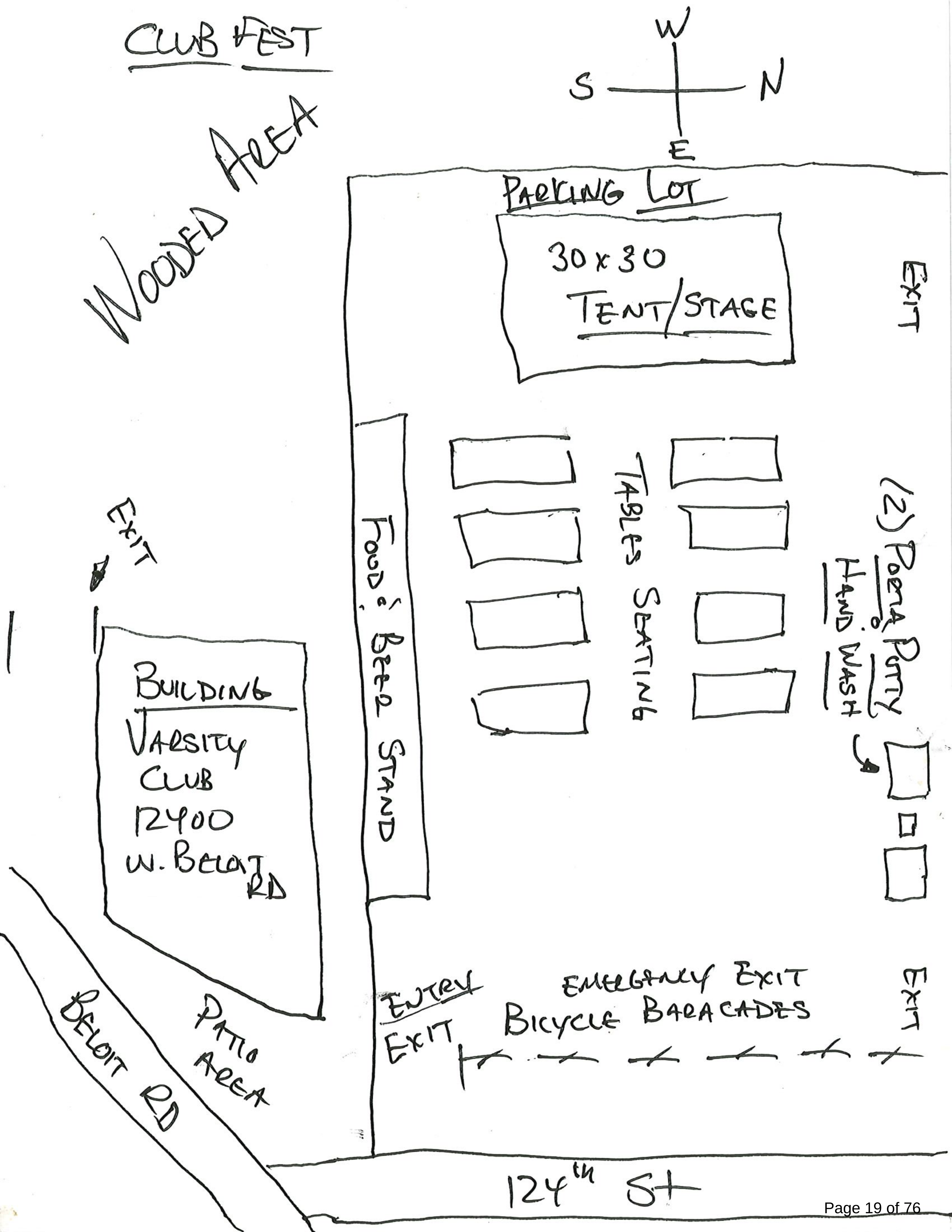
SEPTEMBER 12 & 13 2025 FRI & SAT

LOCATION: NORTH PARKING LOT SEE DRAWING SAME AS PAST YEARS

EXITS: ON DRAWING

UNDERAGE SCREENING: COLORED WRIST BANDS FOR AGE INSIDE AREA. ALL UNDER 35YRS WILL BE CARDED. SECURITY RETIRED POLICE OFFICERS

CLUB FEST



W
S
N
E
WOODED AREA
PARKING LOT
30 x 30
TENT/STAGE
EXIT
TABLES SEATING
FOOD & BEER STAND
(2) PORTA POTTY & HAND WASH
EXIT
BUILDING
VARSITY
CLUB
12400
W. BELOIT RD
ENTRY
EXIT
EMERGENCY EXIT
BICYCLE BARACADES
EXIT
PATIO
AREA
BELOIT RD
124th St

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 07/14/25 CUSTOMER#:
TIME: 14:11:12
CLERK: 9740ktic

RECPT#:	2073051	PREV BAL:	50.00
TP/YR:	P/2025	AMT PAID:	50.00
BILL:	2073051	ADJSTMNT:	.00
EFF DT:	07/14/25	BAL DUE:	.00

Misc Cash Receipts

-----------------TOTALS-----------------

PRINCIPAL PAID:	50.00
INTEREST PAID:	.00
ADJUSTMENTS:	.00
DISC TAKEN:	.00

AMT TENDERED:	50.00
AMT APPLIED:	50.00
CHANGE:	.00

PAID BY: BLUE MOON ENTERPRISE
PAYMENT METH: CHECK
PAYMENT REF: 19126

TOT PREV BAL DUE:	50.00
TOT BAL DUE NOW :	.00

RESOLUTION NO. 2025-16

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
$11,580,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, the City of New Berlin, Waukesha County, Wisconsin (the "City") is presently in need of approximately $11,580,000 for public purposes, including paying the cost of the City's 2025 capital improvement projects, including building and grounds improvements, equipment, street improvements and park improvements (collectively, the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue General Obligation Promissory Notes, Series 2025A in the approximate amount of $11,580,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed $11,580,000.

Adopted, approved and recorded July 22, 2025.

____
David A. Ament
Mayor

ATTEST:

____
Rubina R. Medina
City Clerk

(SEAL)

July 22, 2025

PRE-SALE REPORT FOR

City of New Berlin, Wisconsin

$11,580,000 General Obligation Promissory Notes, Series 2025A

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Harry Allen, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$11,580,000 General Obligation Promissory Notes, Series 2025A

Purposes:

The proposed issue includes financing for 2025 capital projects including building and grounds improvements, equipment, street improvements, and park improvements. Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. At the end of 2025, the City's total General Obligation debt principal outstanding will be approximately $100,245,000, which is 24% of its projected limit. Remaining General Obligation Borrowing Capacity will be approximately $302,082,940.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on June 1 in the years 2026 through 2035. Interest will be due every six months beginning June 1, 2026. The Notes will be subject to prepayment at the discretion of the City on June 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aaa". The City will request a new rating for the Notes.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Issuer, unless term bonds, then Bond Trust Services Corporation.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 22, 2025
Due Diligence Call to Review Official Statement:	Week of August 11, 2025
Conference with Rating Agency:	Week of August 11, 2025
Distribute Official Statement:	August 19, 2025
City Council Meeting to Award Sale of the Notes:	August 26, 2025
Estimated Closing Date:	September 11, 2025

Attachments

Summary of Existing General Obligation Debt

2025 Project List

2026-2029 Project List

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Tax Impact Analysis

G.O. Debt Capacity Analysis

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Harry Allen, Municipal Advisor	(262) 796-6182
Alicia Gerosa, Public Finance Analyst	(262) 796-6193
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case

City of New Berlin, WI

Year Ending	Existing Debt: Total G.O. Debt Payments	Less: Golf Course	Less: TID #3	Less: TID #5	Less: Debt Service Fund	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $300,000 Home	Year Ending
2025	14,289,390	(97,375)	(391,246)	(334,850)	(797,422)	12,668,497	7,949,009,900	$1.59	$478.12	2025
2026	13,226,613		(535,940)	(644,850)	(68,514)	11,977,310	8,281,005,134	$1.45	$433.91	2026
2027	13,061,485		(551,090)	(807,225)		11,703,170	8,626,866,350	$1.36	$406.98	2027
2028	12,427,198		(624,063)	(780,200)		11,022,936	8,987,172,670	$1.23	$367.96	2028
2029	11,966,383		(622,753)	(753,400)		10,590,230	9,362,527,403	$1.13	$339.34	2029
2030	10,347,168		(623,535)	(726,600)		8,997,033	9,753,559,055	$0.92	$276.73	2030
2031	9,801,738		(558,425)	(699,800)		8,543,513	10,160,922,382	$0.84	$252.25	2031
2032	6,597,025		(540,600)	(775,400)		5,281,025	10,585,299,486	$0.50	$149.67	2032
2033	5,430,603		(520,200)	(731,700)		4,178,703	11,027,400,957	$0.38	$113.68	2033
2034	3,819,613		0	(770,000)		3,049,613	11,487,967,066	$0.27	$79.64	2034
2035	3,129,456			(742,000)		2,387,456	11,967,768,998	$0.20	$59.85	2035
2036	3,040,188			(714,000)		2,326,188	12,467,610,150	$0.19	$55.97	2036
2037	2,263,950			0		2,263,950	12,988,327,471	$0.17	$52.29	2037
2038	2,200,744					2,200,744	13,530,792,868	$0.16	$48.79	2038
2039	2,135,481					2,135,481	14,095,914,662	$0.15	$45.45	2039
2040	2,069,131					2,069,131	14,684,639,112	$0.14	$42.27	2040
2041	2,001,813					2,001,813	15,297,951,997	$0.13	$39.26	2041
2042	1,265,634					1,265,634	15,936,880,267	$0.08	$23.82	2042
2043	356,800					356,800	16,602,493,765	$0.02	$6.45	2043
2044	255,000					255,000	17,295,907,016	$0.01	$4.42	2044
2045	0					0	18,018,281,093	$0.00	$0.00	2045
Total	119,685,412	(97,375)	(4,967,851)	(8,480,025)	(865,936)	105,274,225				Total

Notes:

1. EV Growth at 4.18%

Legend:

Represents +/- 25% Change over previous year

Table 2
2025 Capital Improvement Plan
City of New Berlin, WI

Projects	Purpose/Dept.	Plan Issue	2025	Totals
HVAC CONTROLS - LIBRARY	Building and Grounds	2025 G.O. Notes	50,000	*50,000*
FIRE TRAINING TOWER	Building and Grounds	2025 G.O. Notes	210,000	*210,000*
ROOF REPLACEMENT - FIRE STATION #2	Building and Grounds	2025 G.O. Notes	250,000	*250,000*
GENERATOR - SAFETY BUILDING	Building and Grounds	2025 G.O. Notes	60,000	*60,000*
FIRE SUPPRESSION SYSTEM-PUBLIC SAFETY BLDG	Building and Grounds	2025 G.O. Notes	60,000	*60,000*
16' ROTARY MOWER (2)	Parks	2025 G.O. Notes	75,000	*75,000*
PLOW TRUCK - 2	Streets and Equipment	2025 G.O. Notes	300,000	*300,000*
SHOULDER BOX	Streets and Equipment	2025 G.O. Notes	90,000	*90,000*
ONE TON TRUCK/PLOW & SALTER	Streets and Equipment	2025 G.O. Notes	110,000	*110,000*
TIGER BOOM FLAIL MOWER ATTACHMENT	Streets and Equipment	2025 G.O. Notes	95,000	*95,000*
FUEL STATION RECONSTRUCTION	Streets and Equipment	2025 G.O. Notes	500,000	*500,000*
ROADWAY REHABILITATION	Engineering-Streets	2025 G.O. Notes	2,000,000	*2,000,000*
SUNNY SLOPE - Grange to College	Engineering-Streets	2025 G.O. Notes	275,000	*275,000*
GRANGE AVE - Moorland to 124th	Engineering-Streets	2025 G.O. Notes	1,100,000	*1,100,000*
SUNNY SLOPE - Greenfield to Coldspring	Engineering-Streets	2025 G.O. Notes	575,000	*575,000*
MOORLAND ROAD - National to Greenfield	Engineering-Streets	2025 G.O. Notes	440,000	*440,000*
PEDESTRIAN LIGHT POLE MAINTENANCE	Engineering-Improvements	2025 G.O. Notes	50,000	*50,000*
SIDEWALK REPAIR & MAINTENANCE	Engineering-Improvements	2025 G.O. Notes	50,000	*50,000*
LIONS PARK - Pickleball Courts	Parks	2025 G.O. Notes	60,000	*60,000*
PARK SHELTER MAINTENANCE	Parks	2025 G.O. Notes	60,000	*60,000*
ARC - BIDIRECTIONAL AMPLIFIER SYSTEM	Buildings	2025 G.O. Notes	50,000	*50,000*
COMMUNITY CENTER - DEMOLITION	Buildings	2025 G.O. Notes	400,000	*400,000*
CITY HALL - EOC	Buildings	2025 G.O. Notes	134,000	*134,000*
RECREATION TRANSIT VAN	Fleet	2025 G.O. Notes	90,000	*90,000*
HICKORY GROVE - Building Renovation - Phase 2	Hickory Grove	2025 G.O. Notes	500,000	*500,000*
PARK STRUCTURES & TRAIL - MALONE PARK	Malone Park	2025 G.O. Notes	3,990,000	*3,990,000*
Actual CIP Costs			**11,574,000**	**11,574,000**

EHLERS PUBLIC FINANCE ADVISORS

Table 3
2026-2029 Capital Improvement Plan

City of New Berlin, WI

Projects	Plan Issue	2026	2027	2028	2029	Totals
Building and Grounds	2026 G.O. Notes 10 Year	2,450,000				*2,450,000*
Building and Grounds	2027 G.O. Notes 10 Year Term		4,010,000			*4,010,000*
Building and Grounds	2028 G.O. Notes			1,135,000		*1,135,000*
Building and Grounds	2029 G.O. Notes 10 year				520,000	*520,000*
Fire Department	2026 G.O. Notes 10 Year	1,851,000				*1,851,000*
Fire Department	2027 G.O. Notes 10 Year Term		1,500,000			*1,500,000*
Fire Department	2028 G.O. Notes			496,100		*496,100*
Fire Department	2029 G.O. Notes 10 year				1,750,000	*1,750,000*
Parks	2026 G.O. Notes 10 Year	160,000				*160,000*
DPW Garage	2026 G.O. Notes 10 Year	800,000				*800,000*
DPW Garage	2027 G.O. Notes 20 Year Term		15,000,000			*15,000,000*
Streets-Equipment	2026 G.O. Notes 10 Year	2,205,000				*2,205,000*
Streets-Equipment	2027 G.O. Notes 10 Year Term		960,000			*960,000*
Streets-Equipment	2028 G.O. Notes			945,000		*945,000*
Streets-Equipment	2029 G.O. Notes 10 year				640,000	*640,000*
Engineering - Streets	2026 G.O. Notes 20 Year Term	10,740,000				*10,740,000*
Engineering - Streets	2027 G.O. Notes 10 Year Term		9,985,000			*9,985,000*
Engineering - Streets	2028 G.O. Notes			8,650,000		*8,650,000*
Engineering - Streets	2029 G.O. Notes 10 year				5,600,000	*5,600,000*
Engineering - Improvements	2026 G.O. Notes 10 Year	2,865,000				*2,865,000*
Engineering - Improvements	2027 G.O. Notes 10 Year Term		645,000			*645,000*
Engineering - Improvements	2028 G.O. Notes			520,000		*520,000*
Engineering - Improvements	2029 G.O. Notes 10 year				335,000	*335,000*
DCD--Buildings	2026 G.O. Notes 10 Year	269,000				*269,000*
DCD-Fleet	2026 G.O. Notes 10 Year	60,000				*60,000*
Parks	2026 G.O. Notes 10 Year	2,575,000				*2,575,000*
Parks	2027 G.O. Notes 10 Year Term		360,000			*360,000*
Athletic Complex	2027 G.O. Notes 20 Year Term		11,000,000			*11,000,000*
Parks	2028 G.O. Notes			2,465,000		*2,465,000*
Parks	2029 G.O. Notes 10 year				1,495,000	*1,495,000*
Hickory Grove Phase 2	2028 G.O. Notes			200,000		*200,000*
Hickory Grove Phase 3	2029 G.O. Notes 20 year				4,000,000	*4,000,000*
Actual CIP Costs		**23,975,000**	**43,460,000**	**14,411,100**	**14,340,000**	**96,186,100**

Table 4
Sources and Uses

City of New Berlin, WI

		2025	
		G.O. Notes	Levy 10 Year Term Portion
CIP Projects			
Captial Projects		11,574,000	11,574,000
Subtotal Project Costs		**11,574,000**	**11,574,000**
CIP Projects		**11,574,000**	**11,574,000**
Estimated Issuance Expenses			
Municipal Advisor		60,500	60,500
Bond Counsel		30,000	30,000
Rating Fee		29,000	29,000
Underwriter's Discount	10.00	115,800	115,800
Paying Agent		850	850
Subtotal Issuance Expenses		236,150	236,150
TOTAL TO BE FINANCED		**11,810,150**	**11,810,150**
Estimated Interest Earnings	4.00%	(231,480)	(231,480)
Assumed spend down (months)	6.00		
Rounding		1,330	1,330
NET ISSUE SIZE		**11,580,000**	**11,580,000**

Notes:

EHLERS PUBLIC FINANCE ADVISORS

Table 5
Allocation of Debt Service - 2025 G.O. Notes

City of New Berlin, WI

Year Ending	Levy 10 Year Term Portion			
	Principal	Est. Rate[1]	Interest	Total
2025				0
2026	1,825,000	2.95%	264,428	2,089,428
2027	1,000,000	2.95%	312,294	1,312,294
2028	1,000,000	2.95%	282,794	1,282,794
2029	1,020,000	2.97%	253,294	1,273,294
2030	1,050,000	3.05%	223,000	1,273,000
2031	1,085,000	3.15%	190,975	1,275,975
2032	1,115,000	3.24%	156,797	1,271,797
2033	1,150,000	3.33%	120,671	1,270,671
2034	1,195,000	3.44%	82,376	1,277,376
2035	1,140,000	3.62%	41,268	1,181,268
Total	11,580,000		1,927,894	13,507,894

Year Ending	Totals		
	Principal (6/1)	Interest	Total
2025	0	0	0
2026	1,825,000	264,428	2,089,428
2027	1,000,000	312,294	1,312,294
2028	1,000,000	282,794	1,282,794
2029	1,020,000	253,294	1,273,294
2030	1,050,000	223,000	1,273,000
2031	1,085,000	190,975	1,275,975
2032	1,115,000	156,797	1,271,797
2033	1,150,000	120,671	1,270,671
2034	1,195,000	82,376	1,277,376
2035	1,140,000	41,268	1,181,268
Total	11,580,000	1,927,894	13,507,894

Notes:

1) Current rates plus 30 basis points.

Table 6
Financing Plan Tax Impact
City of New Berlin, WI

	Existing Debt			Proposed Debt										
				2025 G.O. Notes	2026 G.O. Notes	2027 G.O. Notes	2028 G.O. Notes	2029 G.O. Notes	Debt Service Levy		Taxes			
Year Ending	Net Debt Service Levy	Equalized Value (TID OUT)	Annual Taxes $300,000 Home	11,580,000 Dated: 9/11/2025 Total P&I	23,685,000 Dated: 9/1/2026 Total P&I	42,870,000 Dated: 9/1/2027 Total P&I	14,240,000 Dated: 9/1/2028 Total P&I	14,205,000 Dated: 9/1/2029 Total P&I	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes $300,000 Home	Annual Taxes Difference From Existing	Year Ending
				2.95%-3.62%	4.25%	4.25%	4.50%	4.50%						
2025	12,668,497	7,949,009,900	$478	0	0	0	0	0	12,668,497		$1.59	$478	$0	2025
2026	11,977,310	8,281,005,134	$434	2,089,428	0	0	0	0	14,066,738	1,398,241	$1.70	$510	$76	2026
2027	11,703,170	8,626,866,350	$407	1,312,294	2,451,613	0	0	0	15,467,076	1,400,338	$1.79	$538	$131	2027
2028	11,022,936	8,987,172,670	$368	1,282,794	2,310,200	2,253,313	0	0	16,869,242	1,402,166	$1.88	$563	$195	2028
2029	10,590,230	9,362,527,403	$339	1,273,294	2,267,188	2,762,913	1,375,800	0	18,269,424	1,400,182	$1.95	$585	$246	2029
2030	8,997,033	9,753,559,055	$277	1,273,000	2,223,538	3,964,988	1,607,725	1,604,225	19,670,507	1,401,084	$2.02	$605	$328	2030
2031	8,543,513	10,160,922,382	$252	1,275,975	2,179,250	3,564,150	1,562,725	1,600,800	18,726,412	(944,095)	$1.84	$553	$301	2031
2032	5,281,025	10,585,299,486	$150	1,271,797	2,739,325	4,721,275	2,117,725	1,600,575	17,731,722	(994,690)	$1.68	$503	$353	2032
2033	4,178,703	11,027,400,957	$114	1,270,671	2,668,050	4,530,700	2,045,725	1,603,325	16,297,174	(1,434,548)	$1.48	$443	$330	2033
2034	3,049,613	11,487,967,066	$80	1,277,376	2,601,138	4,637,463	1,973,725	1,603,825	15,143,139	(1,154,036)	$1.32	$395	$316	2034
2035	2,387,456	11,967,768,998	$60	1,181,268	2,533,375	4,244,025	1,926,725	1,602,075	13,874,924	(1,268,214)	$1.16	$348	$288	2035
2036	2,326,188	12,467,610,150	$56	0	2,454,763	4,656,213	1,803,600	1,598,075	12,838,838	(1,036,087)	$1.03	$309	$253	2036
2037	2,263,950	12,988,327,471	$52	0	800,725	4,910,238	1,932,725	1,601,825	11,509,463	(1,329,375)	$0.89	$266	$214	2037
2038	2,200,744	13,530,792,868	$49	0	798,200	1,926,838	1,807,850	1,597,875	8,331,506	(3,177,956)	$0.62	$185	$136	2038
2039	2,135,481	14,095,914,662	$45	0	794,825	1,927,863	0	1,596,450	6,454,619	(1,876,888)	$0.46	$137	$92	2039
2040	2,069,131	14,684,639,112	$42	0	795,600	1,931,550	0	302,325	5,098,606	(1,356,013)	$0.35	$104	$62	2040
2041	2,001,813	15,297,951,997	$39	0	795,313	1,927,688	0	303,550	5,028,363	(70,244)	$0.33	$99	$59	2041
2042	1,265,634	15,936,880,267	$24	0	798,963	1,931,488	0	304,325	4,300,409	(727,953)	$0.27	$81	$57	2042
2043	356,800	16,602,493,765	$6	0	796,338	1,927,525	0	304,650	3,385,313	(915,097)	$0.20	$61	$55	2043
2044	255,000	17,295,907,016	$4	0	792,650	1,931,013	0	299,525	3,278,188	(107,125)	$0.19	$57	$52	2044
2045		18,018,281,093		0	792,900	1,931,525	0	299,175	3,023,600	(254,588)	$0.17	$50	$50	2045
2046		18,770,825,562		0	781,875	1,929,063	0	298,375	3,009,313	(14,288)	$0.16	$48	$48	2046
2047		19,554,800,509		0	0	1,928,625	0	302,125	2,230,750	(778,563)	$0.11	$34	$34	2047
2048		20,371,518,647		0	0	0	0	300,200	300,200	(1,930,550)	$0.01	$4	$4	2048
2049		21,222,347,514		0	0	0	0	297,825	297,825	(2,375)	$0.01	$4	$4	2049
Total	105,274,225			13,507,894	32,375,825	59,538,450	18,154,325	19,021,125					3,684	Total

Notes:

Table 7

General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of New Berlin, WI

Existing Debt					Proposed Debt								
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	**% of Limit**	2025 G.O. Notes	2026 G.O. Notes	2027 G.O. Notes	2028 G.O. Notes	2029 G.O. Notes	Combined Principal Existing & Proposed	**% of Limit**	Residual Capacity	Year Ending
2024	8,046,558,800	402,327,940	99,560,000	**24.75%**						$99,560,000	**24.75%**	$302,767,940	2024
2025	8,392,337,868	419,616,893	88,665,000	**21.13%**	11,580,000					$100,245,000	**23.89%**	$319,371,893	2025
2026	8,752,975,856	437,648,793	78,320,000	**17.90%**	9,755,000	23,685,000				$111,760,000	**25.54%**	$325,888,793	2026
2027	9,129,111,283	456,455,564	67,765,000	**14.85%**	8,755,000	22,240,000	41,725,000			$140,485,000	**30.78%**	$315,970,564	2027
2028	9,521,410,112	476,070,506	57,475,000	**12.07%**	7,755,000	20,875,000	41,245,000	14,240,000		$141,590,000	**29.74%**	$334,480,506	2028
2029	9,930,566,921	496,528,346	47,305,000	**9.53%**	6,735,000	19,495,000	40,235,000	13,505,000	14,205,000	$141,480,000	**28.49%**	$355,048,346	2029
2030	10,357,306,135	517,865,307	38,460,000	**7.43%**	5,685,000	18,100,000	37,980,000	12,505,000	13,240,000	$125,970,000	**24.32%**	$391,895,307	2030
2031	10,802,383,311	540,119,166	29,885,000	**5.53%**	4,600,000	16,690,000	36,030,000	11,505,000	12,235,000	$110,945,000	**20.54%**	$429,174,166	2031
2032	11,266,586,472	563,329,324	24,265,000	**4.31%**	3,485,000	14,660,000	32,840,000	9,905,000	11,185,000	$96,340,000	**17.10%**	$466,989,324	2032
2033	11,750,737,508	587,536,875	19,615,000	**3.34%**	2,335,000	12,615,000	29,705,000	8,305,000	10,085,000	$82,660,000	**14.07%**	$504,876,875	2033
2034	12,255,693,622	612,784,681	16,435,000	**2.68%**	1,140,000	10,550,000	26,330,000	6,705,000	8,935,000	$70,095,000	**11.44%**	$542,689,681	2034
2035	12,782,348,858	639,117,443	13,845,000	**2.17%**	0	8,465,000	23,205,000	5,080,000	7,735,000	$58,330,000	**9.13%**	$580,787,443	2035
2036	13,331,635,676	666,581,784	11,255,000	**1.69%**		6,370,000	19,535,000	3,505,000	6,485,000	$47,150,000	**7.07%**	$619,431,784	2036
2037	13,904,526,607	695,226,330	9,365,000	**1.35%**		5,840,000	15,455,000	1,730,000	5,175,000	$37,565,000	**5.40%**	$657,661,330	2037
2038	14,502,035,975	725,101,799	7,475,000	**1.03%**		5,290,000	14,185,000	0	3,810,000	$30,760,000	**4.24%**	$694,341,799	2038
2039	15,125,221,688	756,261,084	5,585,000	**0.74%**		4,720,000	12,860,000		2,385,000	$25,550,000	**3.38%**	$730,711,084	2039
2040	15,775,187,120	788,759,356	3,695,000	**0.47%**		4,125,000	11,475,000		2,190,000	$21,485,000	**2.72%**	$767,274,356	2040
2041	16,453,083,055	822,654,153	1,805,000	**0.22%**		3,505,000	10,035,000		1,985,000	$17,330,000	**2.11%**	$805,324,153	2041
2042	17,160,109,732	858,005,487	590,000	**0.07%**		2,855,000	8,530,000		1,770,000	$13,745,000	**1.60%**	$844,260,487	2042
2043	17,897,518,966	894,875,948	250,000	**0.03%**		2,180,000	6,965,000		1,545,000	$10,940,000	**1.22%**	$883,935,948	2043
2044	18,666,616,363	933,330,818	0	**0.00%**		1,480,000	5,330,000		1,315,000	$8,125,000	**0.87%**	$925,205,818	2044
2045	19,468,763,638	973,438,182				750,000	3,625,000		1,075,000	$5,450,000	**0.56%**	$967,988,182	2045
2046	20,305,381,020	1,015,269,051				0	1,850,000		825,000	$2,675,000	**0.26%**	$1,012,594,051	2046
2047	21,177,949,767	1,058,897,488					0		560,000	$560,000	**0.05%**	$1,058,337,488	2047
2048	22,088,014,793	1,104,400,740							285,000	$285,000	**0.03%**	$1,104,115,740	2048
2049	23,037,187,397	1,151,859,370							0	$0	**0.00%**	$1,151,859,370	2049

Notes:

1. EV Growth at 4.30%

EHLERS
PUBLIC FINANCE ADVISORS

FINANCE DEPARTMENT UPDATE

Receipt the Money

• Tax Roll	$97.7 million
• Other City revenues	$14.4 million
• Utilities	$20.8 million
• Special Revenue Funds	$ 4.8 million
• Capital Projects	$ 14.6 million
• TOTAL	$152.3 MILLION

Invest the Money

- State Statutes and more restrictive City Investment Policy
- City has a “passive investment” policy
- Security, Liquidity, Return
- Majority of funds in the State Investment Pool, balance in CD’s and Federal Agencies
- WISC member, under the State contract for fees, substantial savings & all available funds invested.

Pay out the Money

- Other Taxing Districts $61.4 million
  - *Collect taxes for the 8 taxing districts in the City*
- Vendors $41.5 million
  - *5,379 checks issued*
- Employees $22.2 million
  - *592 W-2's issued, 279 1095-C's, 8,884 paychecks*
- Debt Service $ 12.2 million

- TOTAL $137.3 MILLION

Account for it All

- Financial Statements for City, Water, & Sewer
- Monthly financial, Quarterly CIP reports to council, mayor & department heads
- State Financial Report Form B, annually to the State-22 pages
- PSC Report, annually to the State – 72 pages
- Statement of Taxes
- Other non-public reports - W-2’s, 1099’s, 1095-C (ACA), Wisconsin Retirement

2024/5 Activities

– Assist Grant Reporting & application – Tourism, Supplemental law enforcement grant, JustGrant
– Numerous budget projections & updates
– Annual Audit completed, unqualified opinion, highest level of assurance possible.
– Assist in analysis & calculations of salary study results
– Assist in analyzing heath insurance coverage options for 2026

Debt Management

- Issued $13,950,000 General Obligation Notes dated 9/18/2024
- 2025 Projected $11,700,000 Note Issue
- Maintained Moody's Aaa rating

Other Tasks

- Calculate tax roll & generate tax bills
- Chairperson of Joint Review Board
- Coordinate annual Bond Issue for Capital Budget – significant amount of behind- the-scenes paperwork for Bond issues
- Maintain garbage/recycling database, add, remove, bill customers
- Maintain access & authorities in MUNIS
- Coordinates the operating & capital budget process for all city and enterprise funds
- Part of union negotiating team
- Reports & analysis for boards/commissions: Library, 4th of July, Tourism, Finance, etc.
- Prepare/file reports with State - Room tax, Levy Limit, Statement of Taxes, TID, Video Provider, Maintenance of Effort & Chargeback

Department Staffing

	Actual 2023	Actual 2024	Budget 2025	Proposed 2026
Director of Finance/Treasurer	1.0	1.0	1.0	1.0
Deputy Director of Finance	1.0	1.0	1.0	1.0
Accounting Manager	-	-	-	-
Utility Accountant	1.0	1.0	1.0	1.0
Bookkeeper	1.0	1.0	1.0	1.0
Payroll Coordinator	0.7	0.7	0.7	0.7
Payroll Associate	0.5	0.5	0.5	0.5
Cashier	1.0	1.0	1.0	1.0
Total	6.2	6.2	6.2	6.2

Brookfield 2025 Budget	
Director of Finance & Admin	1.0
Deputy Finance Director	1.0
Finance Manager	1.0
Deputy Treasurer	1.0
Management Accountant	1.0
Payroll Management Accountant	1.0
Utility Accountant	1.0
Accountant	1.0
Accounting Clerk	1.0
Office Services Assistant	2.0
Total	11.0

Technology

- MUNIS is main operating system for the City, used for General Ledger, Payroll, Payables, Utility Billing, Tax Billing, Cash Receipting, and Permitting

  In place since July 2004, update to latest version approximately annually. No need to change into the foreseeable future. We were among the first to use this software; but has become the municipal standard in the state since. Brookfield, Waukesha, La Crosse, Sheboygan, Green Bay, Oshkosh, Madison, Sun Prairie, plus others including school districts & counties have been added since.

  Online Banking - review account activity online daily, use bill consolidator to mass process online checks, utility customers have direct debit capability, all paychecks are direct deposited. The city has Positive Pay protection on all checks and ACH transactions

- An ever-vigilant attitude is needed to detect and prevent cybercriminal activity impact on workstations when using the Internet and accessing web-based systems. Early detection and quick action is important to minimize any potential impact

** Security of City assets & Employee information is TOP priority. Review done with bank annually. Several attempts at fraud during the year, no losses to the city, but a constant concern.

Credit Card Option for Taxes & Utility Bills Available Online

City of New Berlin

- Home
- Citizen Self Service
- Email Announcements
- Permits and Inspections
- Personal Property Taxes
- Real Estate Taxes
- **Utility Billing**
  - Accounts
  - Manage Bills
  - **Account Summary**
  - Automatic EFT Payments
  - Contact Us

Utility Billing

Account Summary

Link to Account | Sign up for EFT Automatic Payments | Request Change of Address | Manage Bills

Billing Account

Service Address	16280 W NATIONAL AVE
Account Number	10020126

Your Current Balance

Amount Due Now	$152.21	Pay Now
Payment Due Date	4/30/2024	

About Your Payments

Bill	Last Posted	Sum of Payments	View Details
50186	12/7/2023	$737.11	details
10186	7/21/2023	$30.28	details
30186	1/31/2023	$31.13	details
70186	1/31/2023	$274.48	details
70187	9/19/2022	$32.68	details

Customer Information

Name	NEW BERLIN VETERANS MEMORIAL
Address	PO BOX 510483 NEW BERLIN, WI 53151
Customer ID	337273
	Request Change of Address

The Future

- Expand Credit card acceptance to permits
- In the process of moving banking services due to change in State contract
- Coordinate Single Audit of Federal funds - Fire SAFER grant
- Configure payroll system to import new Fire Dept software
- Prepare for inevitable turnover, expand cross-training, create user manuals
- Record retention review, continue to clean out old files

- Thank you!

- Any questions, concerns, etc, contact finance:

- Ralph Chipman, CPA
- rchipman@newberlin.org
- 262-797-2448

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

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

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Greg Kessler, Director of Community Development

DATE: July 22, 2025

ISSUE: John Jewell has filed a petition to rezone the property located at Tax Key #: 1213.996 (northwest corner of Coffee Road and Calhoun Road) from A-1 **to** R-1/R-2.

REQUESTED: Recommend to the Common Council that a Public Hearing be set for **August 13, 2025** at 6:00 pm to be held before the Plan Commission to rezone the property located at Tax Key #: 1213.996 (northwest corner of Coffee Road and Calhoun Road) from A-1 **to** R-1/R-2.

RATIONALE: Per Chapter 275-22 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to rezone this property. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. This recommendation shall be forwarded to the Common Council for final action.

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

REQUESTED ACTION STATEMENT

July 22, 2025

TO: Mayor Ament
Common Council

FROM: Ralph Chipman, Finance Department

ISSUE Implementing Wheel Tax in City of New Berlin

REQUESTED:

Recommend Council give permission to Finance to contact the Wisconsin Department of Transportation and begin the process of implementing a wheel tax in the City of New Berlin.

FISCAL IMPACT:

The amount of revenue generated would depend on the rate imposed. The amount received could be between $682 thousand to $1,365 million based on typical charges. Once the rate is set the amount collected varies little from year to year.

RATIONALE:

The City has a significant budget gap for the upcoming year, projected to be in excess of $3.7 million, with few options to fill it. The increase in tax levy, by far the City's biggest revenue source, is limited to net new construction. Preliminary numbers for this year have the increase at 1/10th of a percent. Not only is this number far below inflation, it limits the city to a levy increase of only $31,650. With out another revenue source the City will be unable to maintain its current service level.

The city has historically managed its' finances well - it currently has a Aaa rating and a solid fund balance. We have looked at every alternative, on both the revenue & expenditure side to find a solution for a balanced budget. This fee would help close the gap & insure funding for transportation related expenditures.

Explanation of Program

Wisconsin law allows a town, village, city or county to collect an annual municipal or county vehicle registration fee (wheel tax) in addition to the regular annual registration fee paid for a vehicle. The fee applies to vehicles kept in the municipality or county with:

- Autocycle registration
- Automobile registration
- Truck registration at 8,000 lbs. or less (except dual purpose farm)

This includes most special license plates with autocycle, automobile or truck registration. * State law does not specify the amount of the wheel tax. However, the municipality or county must use all revenue from the wheel tax for transportation related purposes.

*These special plates are exempt from wheel tax: Antique, Collector ("Collector Special" plates are not exempt), Ex-Prisoner of War (if issued without registration fee), Historic Military, Hobbyist and Medal of Honor. All special plates issued to a farm truck; dual purpose farm truck or motor home are also exempt from wheel tax.

Wheel tax collection:

The Wisconsin Department of Transportation (WisDOT) collects wheel tax fees for the municipality or county, keeps an administrative fee of approximately 3 cents per vehicle application and sends the rest to the municipality or county. WisDOT collects the wheel tax at the time of first registration and at each registration renewal. Your certificate of registration will indicate that a municipal and/or county fee will be paid.

Potential Revenue:

		Number of Vehicles				
Fee			$ 10	$ 20	$ 30	$ 40
		34,172	341,720	683,440	1,025,160	1,366,880
Administrative fee to State			(1,025)	(1,025)	(1,025)	(1,025)
Net to City			$340,695	$682,415	$1,024,135	$1,365,855

STATE STATUTE

- **341.35 Municipal or county vehicle registration fee.**
- **(1)** ANNUAL REGISTRATION FEE. In this section "municipality" means a town, village or city and "motor vehicle" means an automobile or motor truck registered under s. 341.25 (1) (c) at a gross weight of not more than 8,000 pounds. The governing body of a municipality or county may enact an ordinance imposing an annual flat municipal or county registration fee on all motor vehicles registered in this state which are customarily kept in the municipality or county. A registration fee imposed under this section shall be in addition to state registration fees.
- **(1m)** REGISTRATION PERIOD. A municipality or county shall establish the registration period provided by the department for the motor vehicle as the registration period for a motor vehicle registered by the municipality or county.
- **(2)** EXEMPTIONS. The following vehicles are exempt from any municipal or county vehicle registration fee:
- **(a)** All vehicles exempted by this chapter from payment of a state vehicle registration fee.
- **(b)** All vehicles registered by the state under s. 341.26 for a fee of $5.
- **(3m)** COUNTY AND MUNICIPAL FEES. If a municipality and the county in which the municipality is located enact ordinances under this section, a motor vehicle customarily kept in the municipality shall be subject to a municipal registration fee and a county registration fee.
- **(4)** NOTICE OF FEES. The governing body of a municipality or county which enacts a municipal or county vehicle registration fee shall notify the department that it has so elected and report the amount of such fee. The municipality or county shall report any change in such amount to the department. The notification shall be made at the time and in the form prescribed by the department.
- **(5)** PAYMENT OF FEES. At the time a motor vehicle is first registered or at the time of registration renewal, the applicant shall pay to the department any fee imposed by a county or municipality under this section in addition to fees required under this chapter.
- **(6)** DEPARTMENT TO REMIT FEES TO MUNICIPALITIES AND COUNTIES. Beginning July 1, 1984, and annually thereafter, the department shall remit those moneys collected under this section, less administrative costs under sub. (6m), to any municipality or county which has imposed a fee under this section. The department may by rule provide that the moneys be remitted at more frequent intervals if the department deems it advisable.
- **(6m)** ADMINISTRATIVE COSTS. The department shall retain a portion of the moneys collected under this section equal to the actual administrative costs related to the collection of these fees. The department shall establish the method for computing the administrative costs by rule and review the methodology annually to ensure full reimbursement of its expenses.
- **(6r)** USE OF FEE PROCEEDS. Any municipality or county receiving moneys under sub. (6) shall use the moneys only for transportation related purposes.
- **(7)** REPLACEMENTS. No municipal or county vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current municipal or county vehicle registration fee has been paid.

(8) RULES. The department shall adopt rules necessary to implement this section

Pros & Cons

Pros:

- Dedicated Transportation Funding: Revenue generated from wheel taxes is specifically earmarked for transportation-related expenses, such as road and bridge maintenance and improvements.
- Reduced Reliance on Property Taxes: Wheel tax revenue can help offset the portion of property taxes historically used for transportation costs, potentially freeing up those funds for other essential services like public safety, libraries, or parks.
- Local Control: Implementing a wheel tax gives municipalities more financial control to address specific infrastructure needs and adjust tax rates to local conditions.
- User Fee Concept: Some argue that a wheel tax aligns with a "user fee" principle, where those who use the roads, most contribute directly to their upkeep.

Cons:

- Regressive Impact: Flat-rate wheel taxes, common in Wisconsin, can disproportionately affect lower-income individuals who own older or less expensive vehicles.
- Fairness Concerns: Some argue that a wheel tax may be unfair or unnecessary, particularly if they believe the funds aren't being used effectively.
- Limited Impact (in some cases): While a wheel tax can help, it may not be enough to fully address significant transportation funding gaps or solve all road-related problems.
- Controversy and Political Opposition: Wheel taxes can generate debate and opposition during local budget discussions, and some communities have even eliminated their wheel taxes after implementing them.

New Berlin Vehicle Count

Vehicle Registrations that includes Wheel Taxes Within County & CVT for Registration Types: ACY, AUT, LTK and DPV (except plate types COL, HOB and HTK) and have gross weight <= 8000 as of Calendar Year 2024

Community Name	Plate Type	*	C	T	V
	KID		10		
	LCF		5		
	LEM		17		
	LIF		18		
	LTK		4,929		
	MBK		55		
	MBN		60		
	MBO		118		
	MCA		7		
	MCW		5		
	MGP		4		
	MLG		171		
	MRQ		60		
	NUR		12		
	PAK		102		
	RAM		312		
	SPF		1		
	SPT		9		
	TRT		4		
	UTL		4		
	VET		26		
	VST		3		
	WNG		6		
	WTU		6		
	XPW		1		
NEW BERLIN	Sum:		34,172		

Current Municipalities with Wheel Tax

○ Ashland (city: $20)	Neenah (city; $30)
○ Baraboo (city; $20)	New London (city; $20)
○ Beloit (city; $20)	Oregon (village; $40)
○ Bellevue (village; $25)	Oshkosh (city; $35)
○ Boscobel (city; $10)	Platteville (city; $20)
○ Chilton (city; $20)	Portage (city; $20)
○ Delavan (township; $15)	Port Edwards (village; $35)
○ Doylestown (village; $20)	Potosi (village; $10)
○ Eden (village; $30)	Prairie du Sac (village; $20)
○ Eau Claire (city; $24)	Redgranite (village; $25)
○ Evansville (city; $40)	Rice Lake (city; $20)
○ Fitchburg (city; $40)	Ripon (city; $25)
○ Fort Atkinson (city; $20)	River Falls (city; $10)
○ Gillett (city; $20)	Sauk City (village; $20)
○ Green Bay (city; $25)	Shawano (city; $40)
○ Hustisford (village; $35)	Sheboygan (city; $20)
○ Janesville (city; $40)	Shorewood (village; $30)
○ Iron Ridge (village; $10)	Sun Prairie (city; $30)
○ Kaukauna (city; $10)	Tigerton (village; $10)
○ Lodi (city; $20)	Waterloo (city; $15)
○ Lomira (village: $30)	Wauwatosa (city; $15)
○ Madison (city; $40)	
○ Manitowoc (city; $20)	
○ Milton (city; $30)	
○ Milwaukee (city; $30)	
○ Montello (city; $20)	

Current Counties with Wheel Tax

• Counties
o Crawford County ($20)
o Dane County ($28)
o Dunn County ($20)
o Eau Claire ($30)
o Green County ($25)
o Iowa County ($25)
o Langlade County ($15)
o Marathon County ($25)
o Milwaukee County ($30)
o Portage County ($30)
o Richland County ($20)
o St. Croix County ($20)
o Vernon County ($25)

Frequently Asked Questions

What is the Municipal Vehicle Registration Fee?

It is a fee that is added to the normal DMV vehicle registration fees. This fee is specifically designated to fund transportation related purposes.

When will the fee be implemented?

The new ordinance will take effect January 1, 2026 and collection for vehicles that are subject to the fee will begin on that date.

How is the fee collected?

The WisDOT collects the fee at the time of first registration and the at the time of each subsequent registration renewal. WisDOT sends vehicle registration renewal notices at least 30 days before their plates expire. The renewal notice will show the total fee due including the wheel tax for each vehicle that is subject to the fee.

What does it cost to implement the fee?

Currently, WisDOT charges a fee per vehicle application of 3%. This administrative fee is the same for all municipalities regardless of the amount of fee imposed by the municipality or the number of vehicles for which the fee is collected. City staff time to administer the transfer of revenue from the DMV to the City is minimal.

Can the revenues received from wheel tax payments be used for any purpose?

Counties and municipalities must use the moneys from wheel tax payments for transportation related purposes only (ss. 341.35(6r), Wis. Stats.). "Highway is defined by state law to mean "all public ways and thoroughfares and bridges on the same." Courts have interpreted "highways" to include trails because they are "public ways and thoroughfares and bridges on the same. "Sidewalk" means that "portion of a highway between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, constructed for use of pedestrians.

What is the policy for refunds & proration?

A wheel tax is never prorated. The full fee is required whenever it is collected. Refund requests of the wheel tax fee paid in error may be directed to the WisDOT Research & Information unit:

Email: VehicleQuestions@dot.wi.gov

Telephone: (608) 266-1466

Mail: PO Box 8070, Madison WI 53708-8070

Where can I get more information on the wheel tax and impact on my vehicle registration?

Additional information is available from the Wisconsin DMV

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

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

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development
Dan Hogan, Municipal Project Coordinator

RE: Requested Action Statement to amend the 2024 CIP budget by $55,000 for the updating of the DPW Campus master plan.

DATE: July 22, 2025

REQUESTED ACTION: Approval of Resolution 25- to amend the 2024 CIP budget by transferring sale proceeds from the New Berlin Activity and Recreation outlot located at 15375 W. National Ave in the amount of $55,000 to complete master design update work for the DPW Campus.

FISCAL IMAPCT: No new borrowing to accommodate this request. Our department is transferring funds from the New Berlin ARC outlot sale proceeds.

SOURCE OF FUNDS:

Transfer from:		04011600-57051-CMiSC
Transfer to:	DPW Garage	04252900-61606-C2024

RATIONALE/BACKGROUND: In the past year, there has been a change in leadership with the Department of Public Works. The new team members were given a chance to review the previous master plan and would like to see minor adjustments made based on new operations implemented within the last year.

The architect and engineer need to go through all the building and mechanical systems so that DCD staff can obtain an updated cost estimate for the project by early fall of 2025.

The change order proposal from the architect and engineering firm amounts to $45,530 for their services. The additional $10,000 is for Moore Construction Services for their pre-construction/cost estimation work.

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

RESOLUTION 25-17
A RESOLUTION AMENDING THE 2024 CAPITAL PROJECTS BUDGET

WHEREAS, The Department of Community Development requires a transfer of funds to complete the DPW Campus master plan.

WHEREAS, DCD staff requests that $55,000 be transferred from the New Berlin Activity and Recreation Outlot sale proceeds to the 2024 DPW Garage 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

Miscellaneous	04011600-57051-CMiSC	$55,000

TRANSFER TO

DPW Garage	04252900-61606-C2024	$55,000

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

RESOLUTION ADOPTED by the New Berlin Common Council this 22nd day of July 2025.

____
David Ament, Mayor

Countersigned:

____
Rubina R. Medina, City Clerk

LICENSE AGREEMENT

This License 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 and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "CITY") and the PROFESSIONAL FIREFIGHTERS OF WISCONSIN CHARITABLE FOUNDATION, INC., a Wisconsin non-stock corporation, with its principal office and place of business located at 321 East Main Street, Suite 200, Madison, Wisconsin, 53703 (hereinafter referred to as "Professional Firefighters").

WHEREAS, the City operates Fire Station No. 1 as part of the City Public Safety Building located at 16300 West National Avenue in New Berlin; and

WHEREAS, Professional Firefighters have applied to the City for a license to utilize the area adjacent to Fire Station No. 1 along Casper Dr., as well as the streets building parking lot, hereinafter referred to as the Licensed Area as the registration station and starting point for the 2025 Ride to Burn Camp, which is to occur on August 12, 2025, from 5:00 p.m. to 5:45 p.m.; and

WHEREAS, the City is agreeable to permitting the use of the Licensed Area for said event subject to the approval by the City of New Berlin Common Council, as well as the terms and conditions of this Agreement.

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. Professional Firefighters, their licensees and attendees of the 2025 Ride to Burn Camp shall be permitted to use the City property referred to as the Licensed Area on August 12, 2025, between 5:00 p.m. and 5:45 p.m., solely for the purpose of accommodating the registration for and initiation point for the 2025 Ride to Burn Camp.

2. Professional Firefighters warrants and represents that the City property referenced as the Licensed Area will only be used for the purposes of the registration for the 2025 Ride to Burn Camp event and as the start off point for the Ride.

3. Professional Firefighters warrants and represents that all activities engaged on City property on said date will be in conformance with applicable City Ordinances, Wisconsin Statutes and regulations of other governmental entities with jurisdiction.

4. Professional Firefighters shall supervise the Licensed Area being used for the aforementioned purposes throughout the duration of its use and will following the event restore said areas to the conditions that existed before the commencement of the event, reasonable wear and tear excepted.

5. Professional Firefighters agree to hold the City, its officers, employees, agents and assigns (hereinafter referred to as the "Parties Indemnified") harmless and will indemnify the Parties Indemnified as and against any and all claims, demands, actions or causes of action, costs and expenses, including actual attorney fees, arising from the City's approval of this License Agreement and the use by the Professional Firefighters, their licensees and attendees of the Licensed Area provided for hereunder.

6. Professional Firefighters agree to obtain public liability insurance coverage to insure their use, as well as the use by their licensees and attendees, for the 2025 Ride to Burn Camp as provided for hereunder. Said liability insurance coverage shall provide limits of not less than $1 Million per occurrence and $2 Million in the aggregate. Professional Firefighters shall provide a valid Policy Endorsement issued by their insurer identifying the City has an Additional Insured on said Policy on a primary and non-contributory basis. Professional Firefighters shall require that any entities they may contract with to assist in the holding of this event shall carry liability insurance as provided for in this paragraph, which coverage shall also list the City as an Additional Insured on a primary and non-contributory basis. They will also be required to provide evidence of automobile liability insurance coverage relative to any vehicles being utilized in the event.

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

8. This Agreement may be terminated in the event of a breach by either party upon ten (10) days written notice.

9. This Agreement represents the complete understanding of the parties with respect to subject matter set forth herein and may only be modified in a written agreement executed by both parties and approved by the City of New Berlin Common Council.

10. This Agreement may not be assigned without the express written consent of the City.

11. The parties acknowledge that there are no third party beneficiaries to this License Agreement.

[Signature Page To Follow]

CITY:
City of New Berlin

By: ______________________________
David A. Ament, Mayor

CITY:
City of New Berlin

By: ______________________________
Rubina R. Medina, Clerk

PROFESSIONAL FIREFIGHTERS:
Professional Firefighters of
Wisconsin Charitable Foundation, Inc.

By: ______________________________

____
Print Name & Title

DATE: July 18, 2025

TO: Mayor Ament
Common Council

FROM: Michael Deibert/Alan Skornia

REQUESTED ACTION:

Recommendation to Council to approve allowing IT the authority to recommend to the Mayor the best option for the 5 year lease on the copiers that is financially sound for the City.
The current 5 year lease ends on September 1, 2025. We are asking for this authority so a special council meeting does not have to be scheduled.
We also would have the City attorney review and approve of the lease/contract that we intend on renewing/starting.

FISCAL IMPACT:
This is for a 5 year lease on 16 Multi-Function Copiers and 1 large format Plotter used in multiple departments throughout the City. We are still awaiting the quotes for this lease and will review the needs of the City and the best financial option out of all 3 quotes.

RATIONALE:

This lease is to provide to City employees the ability to print,copy,scan and fax (not all will have fax) with reliable machines to better serve the public. The leasing will allow for included maintenance and supplies (toner and staples) for the 16 copiers without having to spend additional funds for device downtime and purchasing supplies.

ATTACHMENTS:
At this time we are waiting on the 3 vendors to supply us with like for like quotes to better gauge which vendor the City should contract with.

The 3 vendors we have contacted and waiting on quotes from are –
Ricoh Direct (current vendor)
Gordon Flesch
James Imaging

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

July 18, 2025

Ms. Kristen Hogan - Principal Planner
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Re: New Berlin Ball Field Standards Development
raSmith Project No.: TBD

Dear Ms. Hogan:

Thank you for allowing raSmith to provide you with a proposal for professional services. We look forward to working with the City of New Berlin (City) on the development of a standardized approach to constructing, maintaining, and improving their future and existing ball fields within the City park system. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs.

Scope of Services

Per our virtual meeting on July 8, 2025, we understand the City is looking for a design partner to assist them with the development of standardized design, construction, and maintenance guidelines for current and future ball fields. The scope will include the creation of standards, templates, details, and guidelines, with flexibility in mind, to allow for site-specific adaptation while supporting long-term consistency, efficiency, and cost-effectiveness across the City's park system. We look to provide the following scope of services:

A. Preliminary Standards Development - This phase will be based on developing initial standards, templates, details, and guidelines for review and discussion with City staff. The following scope items will be provided:

   1. Participate in a kick-off meeting with the City with the primary focus of developing an understanding of the current and desired standards, products, and maintenance schedules.

   2. Develop the following standards, templates, details, and guidelines:
      a. Layouts and Dimensions - Establishing consistent field sizes and configurations based on age group, sport type, and competitive level.
      b. Field Amenities and Equipment - Recommending standardized amenities such as bases, portable pitchers' plates and mounds, base anchor systems, benches, scoreboards, lighting, and other key field components.
      c. Drainage and Grading Templates - Providing typical grading templates and drainage solutions to support playable, low-maintenance fields.
      d. Dugout Design - Developing standard dugout layouts, materials, and protection features that balance function, durability, and safety.
      e. Fencing and Netting - Defining standard fencing types, heights, and netting systems to ensure player safety and spectator protection.
      f. Field Surface Details - Creating standard construction details for natural dirt, natural turf, and synthetic turf playing surfaces, and maintenance considerations.

   g. Field Maintenance Guidelines - Providing maintenance best practices and scheduling recommendations for each field type and surface, and long-term care strategies to maximize safety, performance, and lifespan.

3. Meet with the City to present and discuss the preliminary standards, templates, products, and maintenance schedules. We will look forward to discussing any questions, comments, or changes desired by the City as part of this meeting. Changes discussed and agreed to will be implemented in the Final Standards Development phase.

B. Final Standards Development - This phase will be based on developing final standards, templates, and details for use by the City. The following scope items will be provided:

   1. Revise the preliminary templates and standards discussed at the meeting with the City. It is assumed that after these changes these templates and standards will be final.

   2. Provide the City with the PDFs and Word documents of the standards, templates, details, and guidelines.

Completion Schedule

We will work with you to meet the project deadlines and to establish an acceptable schedule that will be mutually agreed upon prior to beginning work.

Professional Fees

The above services will be provided for the fees noted below. Services will be billed each month based on the work completed.

A. Preliminary Standards Development................................. $8,000 (Lump Sum)

B. Final Standards Development... $1,500 (Lump Sum)

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the above fee and will be billed at cost as a reimbursable expense.

This proposal does not include any services beyond those described in the above scope of services. raSmith offers an array of supplemental services that are available at your request, as this proposal does not include any services beyond those described in the Scope of Services. Please refer to Attachment A for a complete list of our services.

Client Responsibilities/Assumptions

A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all design services within 9 months.

B. All meetings will be virtual or conference calls, unless specifically noted otherwise.

C. The City shall provide any existing data relevant to the current standards, equipment, and maintenance practices being implemented/used.

D. The City will conduct any necessary meetings and discussions with local organizations/teams that will use the fields and have input during the development of the standards, templates, details, and guidelines.

E. After work has commenced, any revisions requested by the City, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

Optional Services

At your request, the following optional services can be provided for additional compensation:

1. Topographic and utility survey.

2. Detail design of ball field facilities.

3. Attendance at additional meetings or site visits beyond what is noted above.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records.

We look forward to working with you on this project.

Sincerely,
raSmith

David M. Mortensen, P.E., CDT
Senior Project Manager

Enclosure: Corporate Overview; Professional Services Agreement

dje:P:\250718 New Berlin Ball Fields - Proposal.docx

Corporate Overview

raSmith is a multi-disciplinary engineering consulting firm established in the city of Brookfield, Wisconsin, in 1978. raSmith was founded by Richard A. Smith, M.S., P.E., F.ASCE. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. Our services include civil engineering, structural engineering, transportation and traffic, land surveying, geographic information systems (GIS), development management, landscape architecture, ecological services, construction services, LiDAR (3D laser scanning), and UAS (unmanned aircraft systems). We work on projects nationwide from our six locations in Wisconsin, Illinois, and California. The firm employs a staff of 220.

Our Services

Cold-Formed Steel Engineering
Construction Inspection/Management
Development Management
Ecological
GIS (Geographic Information Systems)
Grant Writing
Hydrographic Surveying
Land Surveying
Landscape Architecture
LiDAR (3D Laser Scanning)
Municipal Engineering
Site Design
Structural Engineering
Traffic Engineering
Transportation Engineering
UAS (Unmanned Aircraft Systems)
Water Resources
Water/Wastewater Engineering

Locations

Wisconsin:

Brookfield
Appleton
Cedarburg
Madison

Illinois:

Naperville

California:

Irvine

raSmith
CREATIVITY BEYOND ENGINEERING

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of July 18, 2025 ("Effective Date") between City of New Berlin ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

New Berlin Ball Field Standards Development / raSmith Project No.: TBD ("Project").

Professional's services under this Agreement are generally identified as follows:

See attached proposal ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.

B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.

B. Additional Services: Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

A. The obligation to continue performance under this Agreement may be suspended:

1. *By Client*: Client may suspend the Project for up to 90 days upon seven days written notice to Professional.

2. *By Professional*: Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.

B. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.

b. By Professional:

1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.

c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

d. Professional shall have no liability to Client on account of a termination for cause by Professional.

e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and

4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of $100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: New Berlin Ball Field Standards Development / raSmith Project No.: TBD

Client: City of New Berlin	Professional: R.A. Smith, Inc.
By:	By:
Print name: Kristen Hogan	Print name: David M. Mortensen, P.E., CDT
Title: Principal Planner	Title: Senior Project Manager
Date Signed:	Date Signed:
Address for Client's receipt of notices:	Address for Professional's receipt of notices:
City of New Berlin	R.A. Smith, Inc.
3805 South Casper Drive	16745 West Bluemound Road
New Berlin, WI 53151	Brookfield, WI 53005
Client's Phone: (262) 797-2445 ext. 2514	Professional's Phone: 262-317-3282
Client's Email: khogan@newberlin.org	Professional's Email: david.mortensen@rasmith.com

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

REQUESTED ACTION STATEMENT

July 22, 2025

TO: Mayor Ament
Common Council

FROM: Ralph Chipman, Finance Department

ISSUE: Projected Operating Budget Shortfall in 2027

REQUESTED:

Recommend Council give staff permission to begin the process to include a levy limit question on the April 2026 ballot .

FISCAL IMPACT:

To be determined

RATIONALE:

Based on current projections the City will be unable to balance the 2027 budget without significant cuts in services & operations. The initial projected budget shortfall for 2026 was in excess of $3.8 million, 2027 will likely be at the same level if not worse. Additionally, this would be the time to review Phase 1 of the fire department staffing plan and staffing levels in the police department. The city has few other options left to balance the budget with levy limit restrictions in place. We are in a similar position to Brookfield & other cities across the state and look to a referendum as a last resort.

A levy limit referendum will take a significant investment of City staff time to be successful. There will likely be taxpayer and public comment as well as media attention. Before starting, we are looking for council approval to begin the process. Once approved, staff will prepare a list of possible items and their financial impact to be included in the referendum. The list of items will be reviewed and approved by the council. There will be multiple opportunities for council & public input throughout the process, and ultimately, a resolution passed by council for final approval. Below is a detailed analysis of the process from the League of Municipalities and a proposed timeline for the city.

PROPOSED TIMELINE

July 22, 2025,	Initial Approval by City Council to begin the process
August 26, 2025,	Preliminary numbers reviewed and accepted by council
August 27, 2025,	Public Information campaign – website, social media, public information meetings
November 11,2025	Approve Ordinance authorizing ballot question
December 2, 2025,	Submit request for ballot inclusion to the State of Wisconsin
April 7, 2026,	Ballot question voted on by electorate
December 2026	Approved levy included on tax bill

After 20 years of levy limits, most communities have exhausted their options on how to maintain essential services, grow services to meet demand, and remain competitive as an employer all while remaining compliant with levy limits. Communities, both large and small, have very few options available to them outside of a referendum.

You may be asking yourself, "How did we get here?" Levy limits were enacted in 2006 to limit and reduce the property tax burden on Wisconsin residents. Since then, there have been very few changes to the law to provide flexibility to municipalities to increase the property tax levy to meet the needs of the community. The inherent disparity of the statute is that it ties annual increases to net new construction, and not inflation. From 2019–2024, average statewide net new construction was 1.65%, while the consumer price index, per the Bureau of Labor Statistics, during that same time averaged 3.75%. The rise in inflation has caused budgetary pressures on communities of all sizes.

Other Options Available

While Act 12 provided temporary relief to many communities, the increase in funding most likely does not present a permanent solution to offset the increase in costs of delivering services. If you are debating on whether to pursue a levy limit referendum, there may be some options available to you, so stave off the immediate need for a referendum.

According to the Wisconsin Public Service Commission (PSC), 34% of Wisconsin communities still fund Public Fire Protection (PFP) charges (hydrant use fees) through the property tax levy, and an additional 19% of communities partially fund PFP charges through the levy. The PSC allows water utilities to place charges related to providing public fire protection as a special charge on the utility bill. This is not considered a covered service therefore there is no corresponding levy reduction when implementing the change. It is important to note that this change must be authorized by the PSC, and if done within five years of the last conventional rate case (CRC), it can be done outside a CRC. If it has been longer than five years since the community's last CRC, the PFP change can only be authorized as part of a CRC.

The referendum planning process would also be a good time to evaluate your operational budgets to determine if there are any capital-type projects or purchases that are still being funded through the levy. Debt financing these projects and purchases can free levy capacity that could supplement operations. New legislation authorizing 20-year General Obligation Promissory Notes provides all communities with greater flexibility to fund capital items. Working with your Municipal Advisor, projects can be strategically amortized to match the useful life of the project and provide the ability to stabilize the debt service tax levy.

Exhausted your options and need a referendum? Here is what you need to know.

Municipal levy limit referendums have been growing both in frequency and dollar amount over the last few years. Though many communities are exploring referendums, the logistics, timing, deadlines, and statutory requirements remain unclear and confusing to municipal leaders.

The process to initiate a levy limit referendum should not be made with haste. The short- and long-term financial policy decisions that play into the referendum dollar amount should be thoughtfully planned, forecasted, and discussed well in advance of governing body action to initiate a referendum. Municipal Staff and Governing Bodies should be asking and discussing the following questions to identify priorities and the appropriate level of funding.

1. What services/departments need increased funding?
2. What positions will be maintained or added with funding?
3. What programs or services will be funded?
4. What is the temperature of the community regarding these programs, services, and positions?
5. What is the right dollar amount?
6. What is the tax impact?
7. How long will we need increased funding?
8. What will we do if our referendum fails?

If seeking a referendum to fund operations or add staff, consideration should be given to what the immediate costs would be and what could be expected costs in the next 3-5 years. Applying conservative inflationary figures to the "what we need today" expenses can ensure the programs and services funded by the referendum can be supported after the first year.

Once these questions have been discussed and a final dollar amount has been determined, it is time to complete the legal requirements to move forward with a referendum. To initiate a levy limit referendum, under Wis. Stats 66.0602(4), the governing body must adopt a resolution containing the amount of the levy increase, the percentage increase over the allowable levy, and whether the increase is for the next fiscal year only, for a set number of years, or ongoing.

The language of the actual question that will appear on the ballot also must be contained within the resolution and the verbiage is dictated by statute. Municipalities are able to craft the language which describes to the voters what the referendum funding will be used for. Consideration should be given to the length and complexity of the description as to not overwhelm voters and create a lengthy question but should still be a transparent and informative statement as to how the funding will be used.

There are two factors that commonly cause confusion for municipal leaders: the timeline, and the calculation.

In terms of the timeline, municipal referendums can be held in odd-numbered years as a special election on the same dates used by a school board. Otherwise, it must be held during the spring primary, spring election, partisan primary, or general election. The question must be submitted to the local filing officer at least 70 days prior to the election. Unfortunately, the deadlines to hold a referendum in 2025 have passed. If you believe you might need a referendum in 2026, the time to start planning is now. The chart below outlines the filing requirements for referendums to be held in 2026.

The calculation used to complete the ballot question will differ based on which election you choose. For February, April, and August elections, you will use an estimated net new construction value (NNC) to determine your base levy as contained in the question. The Department of Revenue advises that your estimated NNC be equal to the prior year's certified NNC.

*For November elections, you must use the certified net new construction value, which is certified on August 15 annually. This requirement creates a very tight turnaround, as the soonest a governing body could act on the resolution is August 16 and the filing deadline is the last week of August.

The calculation contained in the question varies slightly from how the levy limit worksheet reads, therefore it is important to consult the DOR before finalizing the resolution.

Though the frequency of municipal levy limit referendums is on the rise, the results are varied. The spring 2025 election results were mixed, with only 6 of the 13 measures passing. Public safety was the most commonly cited purpose, accounting for 8 of the referendums – 5 of which were approved (63%). The only other successful referendum was related to capital projects. Notably, all 13 proposals sought ongoing funding rather than one-time increases. Overall, the average approval rate across all referendums was 45%, with the lowest support seen for proposals aimed at establishing new municipal services.

The decision to seek a levy limit referendum is an important consideration and should include important stakeholders – staff, attorney, elected officials, consultants and the public. Resources are available from the Department of Revenue, the League of Wisconsin Municipalities, and the Wisconsin Elections Commission to aid municipal leaders in preparing for a referendum.

Municipal Referendum Resources

- **DOR Referendum Fact Sheet:** https://www.revenue.wi.gov/DOR%20Publications/exceeding-levy-limits-fact-sheet.pdf
- **WI Elections Commission Calendar:** https://elections.wi.gov/news-events/events?audience=All&event_type[]=249&event_type[]=251
- **League of Wisconsin Municipalities:** https://www.lwm-info.org/823/Levy-Limits-Explanation-and-Strategies

Harry Allen is a Municipal Advisor with Ehlers Wisconsin Municipal team, helping clients with debt issuance and management, economic development and redevelopment, and financial management and planning. Contact Harry at hallen@ehlers-inc.com

Kayla Thorpe is an Associate Municipal Advisor with Ehlers Wisconsin Municipal Finance team, helping clients with public debt planning and issuance, project management, long-term financial management planning, economic development and redevelopment, and utility cash flow modeling. Contact Kayla at KThorpe@ehlers-inc.com

EHLERS PUBLIC FINANCE ADVISORS

Levy Limit Milestones	Spring Primary	Spring Election	Partisan Primary	General Election*
Deadline to file question w/Local Clerk	Dec. 9, 2025	Jan. 27, 2026	June 2, 2026	Aug. 24, 2026
Deadline to file question w/County Clerk	Dec. 10, 2025	Jan. 28, 2026	June 3, 2026	Aug 25, 2026
Election Day	Feb. 17, 2026	April 7, 2026	Aug. 11, 2026	Nov. 2, 2026