

Recreation Commission Meeting Agenda



October 20, 2025 - 6:00 PM
New Berlin Community Center at Hickory Grove
Tulip Room
2600 S. Sunny Slope Road

Published: 10.17.2025

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. August 18, 2025 Meeting Minutes
4. **NEW BUSINESS**
 - A. Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreement with Matthew Taken to provide Adult Enrichment programming.
 - B. Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreement with Jenny Postma to provide Adult Enrichment programming.
 - C. Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreement with Jason Jordan to provide Adult Fitness programming.
 - D. Requested Action Statement for the recommendation of approval to the Common Council of the services agreement with Wisconsin Basketball Officials Association.
 - E. Requested Action Statement for the recommendation of approval to the Common Council of the services agreement with Spring Sport LLC, to provide youth sport programs.
 - F. Requested Action Statement for the recommendation of approval to the Common Council of the Small Meeting Room Policy & Procedures for the New Berlin Activity & Recreation Center (ARC) and Hickory Grove.
5. **Commucation**
 - A. Discussion only of 2026 Park Rental Fees and Future Operations / Scheduling Activities (No Action Taken)
 - B. ARC Update
 - C. Hickory Grove Update
 - D. NBYA Update
 - E. Tour of Hickory Grove

6. 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.

Recreation Commission MEETING MINUTES



August 18, 2025 - 6:00 PM
New Berlin Activity & Recreation Center
15321 W. National Avenue

MINUTES

1. CALL TO ORDER

Alderman Harenda called the meeting to order at 6:02 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Joelle Erickson took the roll call as follows:

Present: Alderperson Harenda, Commissioner Prei, Commissioner Woida, NBAA Rep Kittson, NBPS Rep Bush

Excused: NBAA Rep Brian Johnson, Commissioner Carl Deutsch

Staff Present: Recreation Manager Katie Roth, Community Relations Specialist Joelle Erickson

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

3. APPROVAL OF MINUTES

A. July 21, 2025 Meeting Minutes

MOTION: Motion to Approve Minutes

VOTE: Motion by: Commissioner Kittson
Second by: Commissioner Prei
Motion Passes 5-0

4. NEW BUSINESS

A. Election of Chairperson for Recreation Commission

MOTION: Motion to Elect Alderman Harenda as Chairperson for the Recreation Commission

VOTE: Motion by: Commissioner Prei
Second by: Commissioner Woida
Motion Passes 5-0

B. Election of Vice Chairperson for Recreation Commission

MOTION: Motion to Elect Commissioner Jason Prei as Vice Chairperson for the Recreation Commission

VOTE: Motion by: Alderman Harenda
Second by: Commissioner Kittson
Motion Passes 5-0

C. Election of Secretary for Recreation Commission

MOTION: Motion to Elect Commissioner Kara Woida as the Secretary for the Recreation Commission

VOTE: Motion by: Commissioner Kittson
Second by: Commissioner Prei
Motion Passes 5-0

D. Discussion and possible action to recommend to Common Council Approval of the Day Camp weekly fees for Summer 2026.

MOTION: Motion to Approve weekly fees for Summer 2026. Weekly fees would be \$230 for Residents, \$270 for Non-Residents.

VOTE: Motion by: Commissioner Kittson
Second by: Commissioner Woida
Motion Passes 5-0

E. ARC Update

F. NBYA Update

5. ADJOURN

MOTION: Motion to Adjourn at 6:25 PM

VOTE: Motion by: Commissioner Prei
Second by: Commissioner Kittson
Motion Passes 5-0

**Respectfully Submitted,
Joelle Erickson, Community Relations Specialist**



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of Matthew Taken from Edward Jones.

DATE: September 30, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Matthew Taken to provide Adult Enrichment programming.

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

RATIONALE/BACKGROUND: The Recreation Department would like to partner with Matthew Taken of Edward Jones to offer a series of financial wellness seminars at the New Berlin Activity and Recreation Center (ARC). These sessions are designed to help participants gain confidence in managing their personal finances, including budgeting, saving, and investing for the future. By adding financial education to our existing fitness and wellness programs, this partnership would help residents take a balanced approach to overall well-being and support a stronger, more informed community.

SERVICES AGREEMENT



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

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

WHEREAS, Instructor provides financial and wellbeing instruction classes; and

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

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

1. Instructors holds themselves out as being qualified to provide Adult Enrichment instructional services. The City does hereby retain the Instructor to perform financial and wellbeing class instruction as provided for hereunder.

2. All classes are to be held at the New Berlin Activity and Recreation Center, surrounding parks in the City of New Berlin in a space to be assigned by the City. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.

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

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

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

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

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

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

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

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

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

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

MATTHEW TAKEN

By: _____

Bio: Matthew Taken is a Financial Advisor at Edward Jones. He is looking to use his expertise and experience to put on programs to support the community and understand their needs.

Programs:

Rules of the Road

Our 10 rules of the road for investing will help you learn the fundamental concepts of investing and potential strategies to help build your wealth.

Date: TBD

Time: 40mins

Location: New Berlin ARC, Willow Room

Fee: FREE

The Four Pillars of the New Retirement

This seminar provides an in-depth look at the four pillars of health, family, purpose and finances. You'll have an opportunity to think through your own circumstances, goals and challenges so you can take action today that can impact your quality of life in retirement.

Date: TBD

Time: 30mins

Location: New Berlin ARC, Willow Room

Fee: FREE

Health Care and Your Retirement

This seminar addresses the steps you can take to prepare for health care costs (including Medicare and long-term care costs) to help ensure your retirement savings stay healthy.

Date: TBD

Time: 45mins

Location: New Berlin ARC, Willow Room

Fee: FREE

SERVICES AGREEMENT



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

WHEREAS, Instructor provides fitness and wellness instruction classes; and

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

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

1. Instructor holds themselves out as being qualified to provide Adult Enrichment instructional services. The City does hereby retain the Instructor to perform fitness and wellness class instruction as provided for hereunder.

2. All classes are to be held at the New Berlin Activity and Recreation Center, surrounding parks in the City of New Berlin in a space to be assigned by the City. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.

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

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

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

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

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

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

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

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

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

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

CITY:

INSTRUCTOR:

City of New Berlin

JENNY POSTMA

By: _____

By: _____

INSTRUCTOR BIO: My Name is Jenny Postma, and I am the Owner of Jenny's Crafty Corner. I have 2 beautiful daughters (4 and 6 years old) and my husband Nate supporting me. I created my company several years ago as a way to do something that I really enjoyed and to share those creations with others. Crafting has been proven to help with stress relief, boosts mood, memory support, fine motor skills and so much more. So, I combined my love of crafting and my Laser cutting machine to offer Sign Painting classes. This way I can help others have a good time and give them all those amazing benefits as well. Right now, I am offering parties for kids through Senior's citizens. They range from custom name signs to nursery wall decor to every season or theme you can think of. You name it I could most likely come up with a sign for it.



Paint Party
Girls night out

Come on out for a fun night of painting an interchangeable truck welcome sign. It comes with 8 attachments for switching out throughout the holidays and seasons. .

All Supplies & Snacks Included
\$50 per person

DATE : TBD
@Jennyscraftycorner



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Parker Dorothy- Recreation Specialist

RE: Requested Action Statement for the approval of Jenny’s Crafty Corner from Jenny Postma.

DATE: September 22, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreement with Jenny Postma to provide Adult Enrichment programming.

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

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Jenny Postma. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs. By utilizing Jenny Postma, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.

SERVICES AGREEMENT



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

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

WHEREAS, Instructor provides fitness and wellness instruction classes; and

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

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

1. Instructor holds themselves out as being qualified to provide Adult Fitness instructional services. The City does hereby retain the Instructor to perform fitness and wellness class instruction as provided for hereunder.

2. All classes are to be held at the New Berlin Activity and Recreation Center, surrounding parks in the City of New Berlin in a space to be assigned by the City. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.

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

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

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

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

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

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

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

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

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

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

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

JASON JORDAN

By: _____

INSTRUCTOR BIO:

I have several years of experience teaching dance, taekwondo and a variety of sports. I also worked for 15 years in education from middle school to university level. I love teaching skills that build confidence and improve fitness, while participants also having a great time. I always aim to create a welcoming, fun and encouraging atmosphere to laugh and improve together.

PROGRAM SAMPLE DESCRIPTION:

Line Dance Dojo:

Train to step and stomp through the honky tonk. We will learn, laugh, and make new friends as we practice popular line dances. This class is beginner level; boots and cowboy hats are optional.

FUTURE PROGRAM OPTIONS:

Latin Dance (official name is TBD):

During the session participants will learn the ins & outs of multiple Latin style dances.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Parker Dorothy- Recreation Specialist

RE: Requested Action Statement for the approval of Jason Jordan.

DATE: September 22, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreement with Jason Jordan to provide Adult Fitness programming.

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

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Jason Jordan. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs. By utilizing Jason Jordan, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Kelsey Stoufffer, Recreation Specialist – Youth Sports
Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of the services agreement with the Wisconsin Basketball Officials Association.

DATE: September 24, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the services agreement with Wisconsin Basketball Officials Association.

RATIONALE/BACKGROUND: To provide qualified basketball officials for our New Berlin Youth Basketball League, the Recreation Department seeks to partner with the Wisconsin Basketball Officials Association (WBOA). We partnered with WBOA in 2024-2025, our first year with New Berlin Youth Athletics, and had a positive experience so we would like to work with them again for the 2025-2026 season. This partnership will help ensure we have high-quality, experienced officials for our league games. The WBOA has a strong track record of recruiting and training top officiating talent, supporting our commitment to delivering a positive and professional experience for our youth participants.

SERVICES AGREEMENT



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

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

WHEREAS, Instructor provides Basketball Officials for the New Berlin Youth Athletics Basketball League; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides officials to the City during the 2025-2026 Basketball League Season.

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

1. Instructor holds themselves out as being qualified to provide basketball officials. The City does hereby retain the Instructor to hire, schedule, and supervise basketball officials for the New Berlin Youth Athletics Basketball League as provided for hereunder.

2. All games are to be held at the New Berlin Activity and Recreation Center, Ronald Reagan Elementary School, and Elmwood Elementary School in the City of New Berlin in a space to be assigned by the City. The specific referee schedule shall be established, occurring once per month, by the parties.

3. The Instructor agrees to provide basketball referees at a rate of \$35 per game, plus a \$200 scheduling charge per season. After the end of the season, the Instructor will submit an invoice to the City, and payment for services will follow the City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list and game schedule.

5. Instructor agrees to provide such staff as may be necessary to referee the basketball games and understands that it is a requirement of the City that, when games are offered to minors, there shall be not less than two (2) adults present during the instruction time. The City acknowledges that, if parents and/or spectators are present during an instruction time, this would satisfy the foregoing requirement for that particular instruction time. The Instructor agrees to maintain supervision of minor class participants at all times until such minors are picked up by a parent, guardian or authorized adult. Except when minor class participants are accompanied by a

parent, guardian or other authorized adult, Instructor shall not permit minor class participants to exit the facility or leave the gymnasium area unsupervised.

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

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

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

9. Instructor accepts liability for any damage to a participant's equipment that occurs as a result of Instructor's services and which damage occurs during a scheduled class. City acknowledges that Instructor is only responsible for the area of the building utilized during the scheduled class. Instructor will check the building area upon leaving, turn off lights, and restore the gym to previous set-up. Instructor is not liable for damage to building that occurs after the class has ended and participants have left.

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

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

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

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

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

Wisconsin Basketball Officials Association

By: _____

REQUESTED ACTION STATEMENT

TO: Recreation Commission

FROM: Kelsey Stouffer, Recreation Specialist
Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of the Spring Sports LLC Instructor Services Agreement.

DATE: September 18, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the services agreement with Spring Sport LLC, to provide youth sport programs.

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

RATIONALE/BACKGROUND: To support the continued growth and success of recreational enrichment initiatives, the Recreation Department is seeking to establish a partnership with Spring Sports LLC to introduce Youth Ninja Warrior classes. This collaboration aligns with the Department's commitment to expanding athletic offerings by incorporating unique, high-energy programming.

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made and entered into this 15th day of September, 2025 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and Spring Sports, LLC (hereinafter referred to as “Instructor”).

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

WHEREAS, Instructor provides Ninja Warrior Classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025 - 2026.

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

1. Instructor holds themselves out as being qualified to provide Ninja Warrior instructional services. The City does hereby retain the Instructor to perform Ninja Warrior instruction as provided for hereunder.
2. All classes are to be held at the New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.
3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.
4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.
5. Instructor agrees to provide such staff as may be necessary to supervise the class and understands that it is a requirement of the City that when classes are offered to minors that there shall be not less than two (2) adults present during the instruction time. The City acknowledges that if the door to the classroom remains open and parents are allowed to wait

and observe from the hall, that this would satisfy this requirement in this instance. The Instructor agrees to maintain supervision of class participants who are minors until the minor is picked up by a parent, guardian or authorized adult. The Instructor agrees not to permit minor class participants to wander about the ARC outside of the class schedule.

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

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

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

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

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

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

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

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

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

Spring Sports, LLC

By: _____

Ninja Games Class Description:

A high-energy class where Pre-stars (ages 3-4), Kinder-stars (5-7), and Prep-stars (8-10) master ninja fundamentals—jumping, tumbling, running, and compound movements—using fun games and backyard-style obstacles. Build skills each week and see if you’ve got what it takes to become the next ultimate Backyard Ninja. Join the adventure today!



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Eric Snodgrass, Ast. Recreation Manager
Katie Roth, Recreation Manager

DATE: October, 14, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the Small Meeting Room Policy & Procedures for the New Berlin Activity & Recreation Center (ARC) and Hickory Grove.

FISCAL IMPACT: The Small Meeting Room Policy establishes standardized rental fees for community use of meeting spaces at the ARC and Hickory Grove. Rental fees are set at \$25 for small rooms and \$50 for large rooms for a two-hour reservation. These fees are intended to offset facility operations, custodial services, and staff time associated with room setup, takedown, and oversight.

**RATIONALE/
BACKGROUND:** The Recreation Department developed the Small Meeting Room Policy & Procedures to create consistency, transparency, and operational efficiency for community use of meeting spaces within City facilities.

The policy clearly defines:

- Eligibility and reservation priority for civic, educational, and community-service groups.
- Fee structure for meeting rooms, including guidelines for extended use and events beyond standard meetings.
- Application process, reservation timeline, and cancellation requirements.
- Facility expectations related to setup, takedown, cleaning, and check-in procedures.

The policy also aligns meeting room availability with the department’s three Activity Guide publication periods (Fall, Winter/Spring, and Summer) to ensure public access once Recreation programming has been scheduled.

This policy provides a clear and consistent framework for managing facility use while ensuring that City and departmental needs remain the top scheduling priority.

New Berlin Recreation Small Meeting Room Policy & Procedures



Purpose

When rooms at the New Berlin Activity and Recreation Center and Hickory Grove are available and not scheduled for Recreation Department or other City use, they may be reserved for civic, educational, cultural, intellectual, or community-service activities that align with the goals of the Recreation Department. Meeting room reservations are intended for group meetings. Any use beyond this allowance will require an additional rental application and approval.

Applicability & Oversight

- Use of a meeting room requires a reservation application, reviewed and approved by Recreation Department staff.
- Reservations are permitted only during the building's open hours, unless otherwise authorized by the Recreation Manager or Ast. Manager.
- Applications are processed on a first-come, first-served basis; no group has exclusive rights to any room.
- City-sponsored programs and events receive priority scheduling over all outside reservations.
- Availability is determined by the Recreation Department's three Activity Guide schedules: Fall (September–December), Winter/Spring (January–May), and Summer (June–August). Once an Activity Guide is published, community groups may submit meeting room reservation requests for dates within that season.

Eligibility & Use

Eligible Groups (In order of Priority):

- City of New Berlin Recreation Programs & other City of New Berlin Departments
- Nonprofit organizations (based in New Berlin)
- City of New Berlin or New Berlin neighborhood associations, clubs, and community groups
- Nonprofit organizations (based in Waukesha County) serving New Berlin Residents
- Other groups, subject to approval by the Recreation Department and payment of applicable non-resident fees

Use Restrictions:

- Activities must not produce financial gain for the reserving group, except for Department-sponsored events.
- The facility may not be used for fundraising, commercial enterprise, or unrelated sales.
- No activities that violate laws, safety codes, or building regulations.
- Groups may be required to provide proof of insurance or liability coverage.
- Use is contingent on compliance with ADA access and staff safety protocols.

Reservation & Application

- Reservation requests must be submitted at least 14 business days prior to the event.
- The applicant must be an adult (21+), responsible for behavior, liabilities, and any damages.
- Residents may not rent facilities for non-residents.
- Application must be completed by going to <https://forms.cloud.microsoft/g/XHZi8rdvBC>

- Proof of non-profit or group status will be requested.
- It is understood that city's need for meeting room(s) will have first-priority in room use.
- Rental requests are subject to facility operating hours and staffing availability.

Fees & Charges

- A \$25 fee applies for each two-hour reservation in a smaller meeting room, and a \$50 fee applies for each two-hour reservation in a larger meeting room. Any use exceeding two hours, or reservations that begin to resemble a social gathering, party, or special event rather than a standard meeting, will be assessed at a different rate determined by the Recreation Department based on the nature and duration of the request. This includes all time required for setup, takedown, custodial needs, and any additional services provided.
- Payment is due in full at the time of booking. Cancellations must be made at least 2 weeks prior to the reservation date to receive a refund. Late cancellations or no-shows may result in forfeiture of fees and potential suspension of future reservation privileges.
- Additional fees may be assessed if cleaning or damage occurs, or if the room is not vacated on time.

Location & Rooms

Available Locations:

1. New Berlin Activity and Recreation Center, 15321 W. National Ave. New Berlin, WI 53151
2. Hickory Grove, 2600 S. Sunny Slope Rd. New Berlin, WI 53151

Location	Room Name	Capacity	Equipment	New Berlin Fees	Non-Resident Fees
ARC	Willow	24	Projector, Whiteboard	\$50	\$75
ARC	Hemlock	12	TV w/HDMI, Whiteboard	\$25	\$37.50
ARC	Oak	10	TV w/HDMI, Whiteboard	\$25	\$37.50
Hickory Grove	Sunflower	30	TV w/HDMI	\$50	\$75
Hickory Grove	Lilly	30	None	\$50	\$75
Hickory Grove	Tulip	10	None	\$25	\$37.50

Equipment, Setup & Use Guidelines

- Equipment requests (projector, TV, sound system, microphones, etc.) must be submitted in advance on the reservation application and are not available in all meeting rooms.
- Equipment setup and testing should be scheduled with staff at least 48 hours before event.
- No adhesives, nails, or damage to walls or fixtures.
- Chairs, tables, and furnishings must be cleaned and returned to original arrangement.
- Food and nonalcoholic beverages are permitted unless prohibited.
- No open flame or candles unless expressly permitted.
- Items may not be stored before or after; the facility is not responsible for lost items.
- Groups are expected to leave the room in the same condition as found. Failure to do so may result in additional cleaning fees or denial of future reservations.

Arrival / Check-In / Check-Out

- Groups should check in with Recreation Department staff or as designated.
- At Hickory Grove, doors will unlock 15 minutes prior to meeting.
- At the ARC, groups should check in with Recreation Staff at the front desk and they will escort you to your room. You must also check out with Recreation Staff.
- Meetings must start and end at scheduled times.
- Rooms must be vacated and reset promptly; penalty fee may apply if late or unclean.

Cancellations & No-Shows

- Cancellations must be made at least 2 weeks in advance for a full refund (if applicable).
- Repeated cancellations or no-shows may result in suspension of privileges.

Department Rights & Policy Enforcement

- The Department reserves the right to cancel or reschedule for internal programming needs.
- Staff may attend any meeting.
- Facility rules apply.
- Reservations may be canceled due to severe weather or emergencies.
- Denied reservations may be appealed to the Recreation Commission.

Liability & Indemnification

By submitting a reservation, the applicant waives claims against the City of New Berlin and the Recreation Department for personal injury or property damage during facility use and agrees to indemnify and hold harmless the City, its officers, employees, and agents.

Contact

Eric Snodgrass
Assistant Recreation Manager
esnodgrass@newberlin.org
262-797-2443

Policy Effective Date

10-20-25

This policy is subject to periodic review by the Recreation Department and may be updated as necessary to ensure alignment with department operations and community needs.

Recreation Commission MEETING MINUTES



October 21, 2024 - 6:00 PM
New Berlin Activity & Recreation Center
15321 W. National Avenue

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

MINUTES

1. CALL TO ORDER

Alderman Harenda called the meeting to order at 6:00PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Alderman Harenda took the roll call as follows:

Present: Alderperson Harenda, Commissioner Woida, NBPS Rep Henry, NBAA Rep Kittson,

Excused: Commissioner Johnson, Commissioner Prei

Staff Present: DCD Director Greg Kessler, Recreation Manager Katie Roth, Community Relations Specialist Joelle Erickson

3. APPROVAL OF MINUTES

A. September 16, 2024 Meeting Minutes

MOTION: Motion to Approve Minutes

VOTE: Motion by: Commissioner Woida
Second by: Commissioner Kittson
Motion Passes 5-0

4. NEW BUSINESS

A. Discussion and possible action to recommend to Common Council approval of the vendor agreements with Field 99 LLC to provide recreation soccer programming.

MOTION: Motion to Approve as Presented

VOTE: Motion by: Commissioner Oelschlaeger
Second by: Commissioner Henry
Motion Passes 5-0

Field99 will run indoor Futsol at the ARC on Mondays – utilizing one court.

B. Discussion and possible action to recommend to Common Council approval of the Athletic Field Use Guidelines for the 2025 Outdoor Sports Season.

MOTION: Motion to Discussion and possible action to recommend to Common Council approval of the Athletic Field Use Guidelines for the 2025 Outdoor Sports Season to increase costs on a graduation system. Fees for 2025 would be \$80 per baseball/softball game for field preparation and for 2026 fees would increase to \$110 per baseball/softball game for field preparation. Additionally, Soccer field preparation would be to \$125 per game for 2025, and increased to \$130 for 2026. Floodlight charge will remain \$20 per hour- which is no increase from 2024 to 2025.

VOTE: Motion by: Commissioner Oelschlaeger
Second by: Commissioner Kittson
Motion Passes 5-0

Initial proposal was to raise diamond fees to \$110, commission agreed to increase to \$79 this year and the full increase in 2025. This will allow the organizations time to budget for the increases. Light fee will stay at \$20/hour and the app will track the hours used by each team.

C. Discussion and possible action to recommend to Common Council approval of the Park Shelter Rental Guide for the 2025 Season.

MOTION: Motion to Discussion and possible action to recommend to Common Council approval of the Park Shelter Rental Guide for the 2025 Season. Fees for 2025 would be increased and be adjusted to end in either \$5 or \$0. This would simplify the pricing structure and make fees more user-friendly. This change would provide clarity for customers during the booking process.

VOTE: Motion by: Commissioner Woida
Second by: Commissioner Henry
Motion Passe 5-0

Fees rounded up from the proposal to \$140 resident and \$185 non-resident

D. Approval of updated by-laws for Recreation Commission to reflect meeting day being changed to the Third Monday.

MOTION: Motion to Approve As Presented

VOTE: Motion by: Commissioner Kittson
Second by: Commissioner Woida
Motion Passes 5-0

E. Update and discussion on New Berlin Youth Athletics (NBYA) Activities

F. Update on renovation of Hickory Grove

5. ADJOURN

MOTION: Motion to Adjourn at 6:44PM

VOTE: Motion by: Commissioner Kittson
Second by: Commissioner Woida
Motion Passes 5-0

*Respectfully Submitted,
Dave Oelschlaeger, Secretary*

REQUESTED ACTION STATEMENT

DATE: October 9, 2025

TO: Parks, Buildings & Grounds Commission
Common Council
Mayor David Ament

FROM: Gregory Kessler, Director of Community Development
Lucas Pichler, Director of Public Works

REQUESTED: Recommend to the Common Council approval of the 2026 Park Rental Fees.

FISCAL IMPACT: These fees are comparable in amount to those of surrounding communities. No fees are charged for Recreation sponsored programming.

Ball Diamonds

The Field Preparation Fees cover the City’s operational cost for staff time and materials necessary to prepare the fields for games. The Field Preparation cost to the City for both private and public rentals was approximately \$80,000 in 2025, which is provided for in the City’s Operating Budget.

	2025			2026		
	Rental Fee/day (per field)	Field Preparation Fee/day (per field)	Total User Fee	Rental Fee/day (per field)	Field Preparation Fee/day (per field)	Total User Fee
Practices	\$0	\$0	\$0	\$0	\$0	\$0
Games	\$0	\$80	\$80	\$0	\$115	\$115
Tournaments	\$0	\$105	\$105	\$0	\$115	\$115

Courts (Basketball, Pickleball, Sand Volleyball and Tennis)

The revenue generated from Rental Fees will be used to recondition the City’s Basketball, Pickleball, Sand Volleyball and Tennis Courts to keep them in safe, playable condition. It is recommended that \$50,000 annually should be invested for proper reconditioning.

- The anticipated revenue from private court rentals per year is unknown.
- There would be an annual CIP request of \$50,000.

2025	2026
\$0	\$20/two-hour block (per court)

Disc Golf Course

The revenue generated from Rental Fees will be used to recondition the City disc golf course to keep it in safe, playable condition.

- The anticipated revenue from private disc golf course rentals per year is unknown.
- There would be no additional CIP request.

	2025	2026
Practices & Games	\$25/week of league play	\$25/week of league play
Tournaments	\$250/day, plus \$100 deposit	\$250/day, plus \$100 deposit

Soccer Fields

The revenue generated from Rental Fees will be used to recondition the City soccer fields to keep them in a safe, playable condition. It is recommended that \$30,000 annually should be invested for proper reconditioning.

- The anticipated revenue from 1,895 private soccer field rentals per year is \$20,000.
- There would be an annual equipment replacement request of \$10,000.

The Field Preparation Fees cover the City’s operational cost for staff time and materials necessary to prepare the fields for games. The Field Preparation cost to the City for both private and public rentals was approximately \$60,000 in 2025, which is provided for in the City’s Operating Budget.

	2025			2026		
	Rental Fee/day (per field)	Field Preparation Fee/day (per field)	Total User Fee	Rental Fee/day (per field)	Field Preparation Fee/day (per field)	Total User Fee
Practices	\$0	\$0	\$0	\$10	\$0	\$10
Games	\$0	\$125	\$125	\$10	\$135	\$145
Tournaments	\$0	\$150	\$150	\$35	\$135	\$170

Picnic Areas & Park Shelters

The revenue generated from Rental Fees will be used to make improvements to the City’s Picnic Areas & Park Shelters to keep them in safe, usable condition. The fees also consider site specific amenities, such as restrooms, electricity and water. It is recommended that \$90,000 annually should be invested for Picnic Area & Park Shelter maintenance.

- The anticipated revenue from 219 private rentals per year is \$30,000.
- There would be an annual CIP request of \$60,000.

	2025		2026	
	Resident/day	Non-resident/day	Resident/day	Non-resident/day
Picnic Areas (includes two new picnic areas at Malone Park and Lions Park)	\$0	\$0	\$30	\$40
Small Shelters	\$110	\$145	\$110	\$145
Medium Shelters	\$140	\$185	\$140	\$185
Large Shelters (includes the new enclosed park structure at Malone Park)	\$0	\$0	\$200	\$270

RATIONALE:

The implementation of these fees is needed to provide high-quality, safe, and well-maintained facilities for the benefit of our community. We remain committed

to ensuring that these facilities meet the standards necessary to foster a vibrant and thriving community.