Common Council Meeting Agenda

December 9, 2025 - 6:20 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 12/5/2025

AGENDA

1. **PRIVILEGE OF THE FLOOR**
Each speaker will be limited to three (3) minutes. The Privilege of the Floor session shall not exceed a total of thirty (30) minutes, unless extended by the Common Council.
2. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
   A. November 18, 2025, Common Council Meeting Minutes
5. **REPORTS**
   A. City Clerk
   B. Council President
   C. Mayor
6. **COMMUNICATIONS**
7. **GOLF COURSE COMMISSOIN**
   A. Discussion and possible recommendation to the Common Council to approve the proposed 2026 golf course rates
      - **Suggested Motion:** *"I move to approve the proposed 2026 golf course rates, as outlined in the agenda packet and approved by the Golf Course Commission on October 13, 2025."*
8. **UTILITY COMMITTEE**
   A. UT 16-25 Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed $236,000.00.
      - **Suggested Motion: "***I move to approve the Milwaukee Metropolitan Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) Program in an amount not to exceed $236,000, as recommended by the Utility Committee on December 2, 2025."*
   B. UT 17-25 Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding, and construction phases of generator additions. Project not to exceed $52,200.00.
      - **Suggested Motion:** *"I move to approve awarding a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding, and construction phases of*

generator additions, in an amount not to exceed $52,200, as recommended by the Utility Committee on December 2, 2025."

9. MAYORAL APPOINTMENTS

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

10. DEFERRED, REFERRED & TABLED ITEMS

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

12. CONSENT AGENDA---

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

13. MINUTES

A. November 18, 2025, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the November 26, 2025, Water Utility claims in the amount of $510,831.08, Sewer Utility claims in the amount of $177,535.25, and General City claims in the amount of $744,835.51, including a We Energies EFT payment of $84,961.30 and a US Bank VISA EFT of $26,098.32

15. MISCELLANEOUS

A. Utility Department Update

B. Department of Public Works Update

C. Discussion and possible recommendation to the Common Council to approve the proposed 2026 CIP budget

D. Discussion and possible recommendation to the Common Council to approve the proposed 2026 Special Revenue Budget

E. Discussion and recommendation to the Common Council for approval of Resolution 25-26, a resolution for nomination and appointment of election officials for the City of New Berlin, Aldermanic Districts 1 through 7, for a two-year term beginning January 1, 2026, and ending December 31, 2027, as outlined in Exhibit A

F. Discussion and possible recommendation to the Common Council to approve the City Clerk's reappointment of Ty Foren, Kathy Marek, and Mary Koranda to the Board of Canvassers for the 2026-2027 election cycle

G. Discussion and possible recommendation to the Common Council to approve a public hearing to be set for January 7, 2026, at 6:00 PM to be held before the Plan Commission to rezone the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 to A-2, R-1/R-2 and C-1.

H. Discussion and possible action to approve the designation of the Luthi Family Barn as a City of New Berlin Historic Landmark. This item is before the Common Council after it was determined that formal Council action was not completed following the Landmarks Commission's recommendation and public hearing held on May 21, 2009

I. Discussion and possible recommendation to the Common Council to approve holding the March 24, 2026, July 28, 2026, and October 27, 2026, Committee of the Whole and

Common Council meetings via electronic means due to In-Person Absentee Voting taking place in the City Hall Council Chambers.

J. test

16. END CONSENT AGENDA--

17. CLOSED SESSION

18. RECONVENE TO OPEN SESSION

19. ADJOURN

Additional Information

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

Common Council
MEETING MINUTES

November 18, 2025 - 6:20 PM
City Hall Council Chambers

MINUTES

1. PRIVILEGE OF THE FLOOR

Each speaker will be limited to three (3) minutes. The Privilege of the Floor session shall not exceed a total of thirty (30) minutes, unless extended by the Common Council.

No members of the public (or attendees) spoke during this portion of the meeting.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:34 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Maxey, Alderperson La Fever, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa
Excused: Alderperson Joseph Stribl

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

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

4. APPROVAL OF MINUTES

A. October 28, 2025, Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

A. Discussion and possible action (3) NJ RZ-2501502 Theodore Balistreri with PLM - 21040 W. Lincoln Avenue (Tax Key #: 1176.993) - Rezone from B-2 & C-2 to M-1 & C-2. (Public Hearing 10/6/2025)

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Kroupa
Motion Passed 6-0

8. UTILITY COMMITTEE

A. Discussion and possible action on the proposed 2026 Water Utility Operating Budget.

MOTION: Motion to approve

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

B. Discussion and possible action on the proposed 2026 Water Utility CIP Budget. Information included in the 2026 Water Utility Operating Budget.

MOTION: Motion to approve

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

C. Discussion and possible action on the proposed 2026 Wastewater Utility Operating Budget.

MOTION: Motion to approve

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

D. Discussion and possible action on the proposed 2026 Wastewater Utility CIP Budget. Information included in the 2026 Wastewater Utility Operating Budget.

MOTION: Motion to approve

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

9. DEFERRED, REFERRED & TABLED ITEMS

10. ITEMS REMOVED FROM CONSENT AGENDA, if any

Item 15G was noted that no motion was made during the Committee of the Whole meeting

11. CONSENT AGENDA---

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

MOTION: Motion to approve

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

12. MINUTES

A. October 28, 2025, Committee of the Whole Meeting Minutes

13. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the November 12, 2025, Water Utility claims in the amount of $149,033.99, Sewer Utility claims in the amount of $13,403.25, and General City claims in the amount of $557,448.34. Also, the October 23, 2025, General City claims in the amount of $5,557.18. We Energies EFT of $57,031.05 and City Utility Bills EFT of $18,616.33

14. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve the 2026 Garbage Hauler License for John's Disposal, Inc.

B. Discussion and possible recommendation to the Common Council to approve the 2026 Garbage Hauler License for Eagle Disposal, Inc.

15. MISCELLANEOUS

A. Discussion and possible recommendation to the Common Council to authorize the City of New Berlin Joint Review Board to convene a meeting via electronic means in December at a date and time when a quorum is established.

B. Discussion and possible recommendation to the Common Council to approve Resolution 2025-22, a resolution transferring funds from contingency to the Streets Department budget for fire engine repairs

C. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-25 , a resolution to transfer $260,000 from residual 2016 and 2023 CIP funds from completed projects to the New Berlin Ball Field Rehabilitation account

D. Discussion and possible recommendation to the Common Council approval to enter into a contract with VEIT & Company, Inc., the lowest responsive, responsible bidder for the mass demolition of the former New Berlin Community Center located at 14750 W Cleveland Avenue in the amount of $107,000.00 subject to review and approval by the City Attorney

E. Discussion and possible recommendation to the Common Council to approve the appraisal service agreement with Tyler Technology, effective January 1, 2026

F. Discussion and possible recommendation to the Common Council to approve the proposed 2026 Operating Budget

G. Discussion and possible recommendation to the Common Council to approve the proposed 2026 CIP Budget

H. Discussion and possible recommendation to the Common Council to approve Resolution 2025-24, a resolution levying property taxes for the City of New Berlin 2026 Budget Year

I. City Clerk Department Update

16. END CONSENT AGENDA--

17. ADJOURN

MOTION: Motion to adjourn at 6:40 PM

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

Respectfully Submitted,
Rubina R. Medina, City Clerk

Golf Course Commission
MEETING MINUTES

October 13, 2025 - 1:00 PM
New Berlin Hills Golf Course- Clubhouse
13175 W. Graham Street

MINUTES

1. CALL TO ORDER

Alderman Hopkins called the meeting to order at 1:00 pm

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Commissioner McInerny took the roll call as follows:

PRESENT: Alderman Hopkins, Commissioner McInerny Jr., Commissioner Wichowski, Commissioner Sullivan, Commissioner Dallman, Commissioner Neureither, and General Manager Tausig

STAFF PRESENT: Lucas Pichler - Director of Public Works, Michael Eder - Deputy Director of Public Works, and Peter Fish - New Berlin Hills Golf Course

Citizen Attendence: Chuck Wegner, 13480 W. Graham Street

3. APPROVAL OF MINUTES

A. July 21, 2025 Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Commissioner Dallman
Second by: Commissioner Neureither
Motion Passed 7-0

4. SECOND QUARTER REVIEW

A. Rounds & Revenue

5,000 additional rounds @ $4,000 increased revenue

B. Weather impact on the golf course

Thanks to water management efforts by Peter Fish minimal damage was experienced during the August flood.

5. FACILITIES & CAPITAL IMPROVEMENTS

A. Maintenance Equipment

A new tractor and mover are on order. Delivery is expected later this year.

B. Kitchen Equipment

A new cooler has been installed behind the bar.

C. Upcoming Improvements

Two gazebos will be replaced. Tree issues will be handled in house with Lucas Pichler's staff. New lift equipment and a mix tank for chemicals will be ordered. The interior of the clubhouse will be painted this winter.

6. NEW BUSINESS

A. Staffing Update

Al Vizgaitis has been hired as Assistant General Manager and Golf Pro. Al has a very impressive background in the local golf industry.

B. 2026 Rates

This item was discussed and voted on with item 6C.

C. 2026 Leagues & Outings

All rates will be quoted rate plus tax for 2026. A 5% increase and a $20 league fee will also apply.

MOTION: Motion to combine Items 6B. and 6C. and approve rate increase for 2026 leagues and outings.

VOTE: Motion by: Commissioner McInerny Jr.
Second by: Commissioner Wicihowski
Motion Passed 6-0

7. ADJOURN

MOTION: Motion to adjourn at 1:57 PM

VOTE: Motion by: Alderperson Hopkins
Second by: Commissioner Dallman
Motion Passed 7-0

NEW BERLIN HILLS

2026 Proposed Rates

	2026 Rates			2026 Rates w/Tax	
18-Holes	**Weekend**	**Weekday**		**Weekend**	**Weekday**
Public	$ 50.00	$ 40.00		$ 52.50	$ 42.00
Resident	$ 42.00	$ 33.00		$ 44.10	$ 34.65
Senior & Junior	N/A	$ 28.00		N/A	$ 29.40
Senior Resident	N/A	$ 24.00		N/A	$ 25.20
Twilight Evening	$ 25.00	$ 16.00		$ 26.25	$ 16.80

9-Holes	Weekend	Weekday		Weekend	Weekday
Public	$ 29.00	$ 25.00		$ 30.45	$ 26.25
Resident	$ 23.00	$ 22.00		$ 24.15	$ 23.10
Senior & Junior	N/A	$ 19.00		N/A	$ 19.95
Senior Resident	N/A	$ 17.00		N/A	$ 17.85
Twilight Evening	$ 25.00	$ 16.00		$ 26.25	$ 16.80

- All green fee rates are for walking.
- Resident and Senior Resident rates are offered to guests who provide proper proof of current residency in New Berlin, WI.
- Rates are for individual golfers and may not apply to tournaments, outings, leagues, or larger groups.
- Weekends are defined as Saturday, Sunday, and observed holidays.
- Senior rates are available to guests who are age 60 or older.
- Junior rates are available to guests who are age 17 or younger.

- NOTE: 2025 rates were the same as the proposed rates for 2026 but without tax. For example, the weekend public rate for 2025 was $50 including tax while the proposed rate for 2026 is $50 plus tax.

Published on October 6, 2025

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Milwaukee Metro Sewerage District (MMSD) Funding Agreement for 2026

LOCATION: Citywide

REQUEST: To Approve the Funding Agreement Between Milwaukee Metro Sewerage District (MMSD) and the City of New Berlin Utilities Department

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed $236,000.00.

<u>DETAILS IN ATTACHED STAFF REPORT</u>

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

NEW BERLIN – MMSD PPII 2026 Funding Agreement

DATE STAFF REPORT CREATED:	November 24, 2025
CUSTOMER/PROJECT NAME:	MMSD Funding Agreement
ISSUE/DESCRIPTION OF PROJECT:	This project consists of PPI/I dye water testing.
DATE OF COMPLETENESS DETERMINATION:	December 2026

REQUESTED ACTION:
Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed $236,000.00.

FISCAL IMPACT:	$236,000.00 (Funds to be reimbursed from MMSD Intergovernmental Agreement)
SOURCE OF FUNDS:	MMSD Grant Fund Account/Utility will be reimbursed for expenses. Account 81001131-52050.
RATIONALE:	To use dye water testing to investigate residential PP I/I.
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Funding Agreement & Work Plan

Funding Agreement M10005NB05

Private Property Infiltration and Inflow Reduction Program Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District ("District") with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204and the City of New Berlin ("Municipality") with its municipal offices at 3805 South Casper Drive, New Berlin, Wisconsin 53151.

WHEREAS, Wisconsin law, through Wis. Stats. § 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned wastewater collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program ("Program") to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program ("Policy"); and

WHEREAS, the Municipality wishes to participate in the Program.

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon the date of last signature below and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 29th, 2027, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed $236,000.00 for approved private property I/I costs incurred through the work described in Attachment A ("Work" or "Work Plan Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with

Section 8 below. No additional]reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one week notice of any public meetings associated with this Agreement and/or Work shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers (for example: engineering and architectural services) to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies. Any professional service providers selected to perform Work funded by this Agreement that subcontract for any non-professional services to support such Work (for example: CCTV sewer inspections procured by an engineering firm) shall ensure that such non-professional services are procured in accordance with the requirements of Section 5 of this Agreement.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement (for example: construction, sewer inspection, post-construction restoration) shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over $25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide, an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B; and

b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

The District recommends referring to Attachment D, Contractor Pay Application Example, as a format for processing Municipality/Contractor pay applications. The District recommends submitting all pay applications and supporting documentation received from the Contractor and reviewed by Municipality to the District through the District Municipal Portal prior to paying the Contractor's request for payment.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of three times throughout this Agreement.

Each reimbursement request shall include:

a. An invoice from the Municipality clearly stating the requested reimbursement amount;

b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks; and

c. Contractor pay applications with units and cost for scope of work not funded by this Agreement clearly segregated and itemized. All contractor pay applications shall include supporting documentation confirming that the Municipality has received and reviewed a proportionate amount of construction contract deliverables as applicable to Attachment B Agreement Deliverables for which the Contractor is responsible.

d. No Municipality staff expenses will be funded through this Agreement.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 30 % of Work being completed.. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through Trimble Unity Construct ("TUC") (formerly eBuilder). The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for

Reimbursement as provided for in this Section should be directed to the District's Project Manager (PM):

Becky Specht, PE
Urban Water Program Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204–1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received. The District shall attempt to reimburse requested amounts within 30 days of such request provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the TUC change order process.

This Agreement may be modified only in writing signed by both parties or through the TUC change order process.

10. Responsibility for Work

The Municipality is responsible for overseeing the Work and shall provide full time inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. RESERVED.

12. Permits, Certificates, and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its applicable insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate this Agreement only for good cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

17. Applicable Law

This Agreement shall be governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to and heard by the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement; or
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records as related to this Agreement in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from any failure of the Municipality to comply with this requirement.

23. Indemnification

The Municipality will indemnify the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, connected with the Municipality's planning, design, construction, operation, and/or maintenance of the Work (collectively "Claims") to the extent caused by the negligent acts or omissions of Municipality, including its officers, directors, and employees acting within the scope of their employment within the meaning of Wis. Stat. § 895.46.

Nothing contained within this section is intended to be a waiver or estoppel of the Municipality to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.46, and 345.05. For purposes of clarity, in no event shall Municipality be liable in indemnity or contribution for any Claims in an amount greater than the limits of liability for municipal claims established by Wisconsin law or for the negligence or intentional acts of the District, its commissioners, employees, and/or agents.

Milwaukee Metropolitan Sewerage District	City of New Berlin
By: ______________________	By: ______________________
Kevin L. Shafer, P.E., Executive Director	Alex Parker, Utilities Manager
Date: ______________________	Date: ______________________

Approved as to form:

______________________ ______________________

Attorney for the District

ATTACHMENT A
Municipality Work Plan

ATTACHMENT B
Agreement Deliverables

Pre-Investigation Deliverables (To be submitted as indicated prior to beginning of investigation):

1. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding.
3. Final bid documents shall be provided to the District PM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District PM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Electronic copies of the executed contract documents shall be provided to the District PM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format.

Investigation Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

6. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the Work contained in the submittal via the District Municipal Portal in PDF format.
7. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
8. A minimum of a three day notice shall be provided to the District of all dye water testing work.
9. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
11. Testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District PM via the District Municipal Portal in PDF format on a monthly basis or with a reimbursement request, whichever occurs more frequently. All testing results shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.
12. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.

13. All contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to investigation.

Post-Investigation Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: Project Summary Report Template (https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Municipality will be responsible for providing pre-Work flow monitoring data.
16. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of Work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
17. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
18. Provide all post-investigation CCTV inspection videos to the District via t4 Vault with associated metadata.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of the Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact in the event of an emergency; (4) the contact information for the District's Senior Project Manager; (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; and (6) a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b).
3. **Assignment**: The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

ATTACHMENT D
Template: Contractor Application for Payment

NTS: Insert the pdf file when assembling the final version of the funding agreement and delete this text if retaining this page as a cover page

2026 PPII Work Plan

This form serves as a work plan request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. A Work Plan can be submitted at any time throughout the year. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via MMSD's Municipal Portal.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Alex Parker	Municipality: City of New Berlin
Mailing Address: 3805 South Casper Drive, New Berlin, WI 53151	
Phone #: 262-786-7086	Email: aparker@newberlinwi.gov
Primary Contact:	Primary Contact email:
Primary contact phone #:	
Consultant (if applicable)	
Firm: raSmith	Consultant's PM's Name: Ben High, P.E.
Consultant Email: ben.high@rasmith.com	Consultant Phone number: 262-317-3273
Funding Agreement Signatories Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (e.g., mayor, administrator, clerk, attorney etc.)	
Name: Alex Parker	Position Title: Utilities Manager
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

II. PROPOSED SCOPE OF WORK

1. What type of work is included in this work plan application? Check all applicable.

   ☐ Planning ☑ Investigative ☐ Construction/Rehab ☐ Post Project Evaluation ☐ Training

   ☐ Design ☐ Other:

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? $ 236,000.00

3. What is the total number of properties in the project area? 290

4. What is the assumed number of participating properties? 290

5. What is your justification for the assumed participation rate?

   ☐ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements

   ☑ Other (Fill in Blank): Waivers are not required for the proposed investigative work.

6. Provide the scope of work that is included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1.

The City of New Berlin is proposing this Work Plan to complete an investigative dye water testing project within the City. The area included in this plan is in MMSD Sewershed NB2007. This area was selected for investigative dye testing based on the analysis of sanitary sewer flow monitoring data and the Utility's experience with I/I issues during large rain events. The dye testing will hopefully identify locations of I/I in the system. The I/I locations identified in this proposed project and the I/I locations identified in the 2025 dye water testing project are planned to be addressed in a future rehab project.

The City of New Berlin is proposing the televising of 23,093 linear feet of sanitary sewer while the nearby ditches or storm sewer are being flooded with dyed water. Sanitary laterals that show signs of dyed water during the mainline televising will also be televised as a part of this project. It is assumed that 87 laterals will be televised, which is about 30% of the total number of laterals in the area. A licensed sub-contractor will perform the work with the supervision of an inspector provided by the Consulting Engineer. A detailed report will be prepared illustrating the results of the dye testing, and recommendations on efforts to remove any I/I found from both the public and private sewer systems.

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6.

All coordination, inspection, and reporting for the project will be performed by the Engineering Consultant, raSmith. The rehabilitation work will be completed by a licensed sub-contractor selected by the City through a solicitation process.

8. In order to ensure there are no conflicts between the municipal procurement and MMSD procurement processes, provide a breakdown for how each part of the contract is procured of all professional and non-professional (e.g., field work and construction) components of work.

The City will publicly bid the investigative work described above, and will chose the most responsible bidder that meets the City's desired outcome and schedule for the project. Professional and inspection work will be directly solicited to raSmith.

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?	☐ Pre 1940's ☑ 1940 – 1960 ☑ 1961-1980 ☑ 1981-Present
2. What is the average lot size within the project area? .77	☐ SF ☑ Acres
3. In this project area, is it typical that foundation drains are connected to the sanitary sewer?	☐ Yes ☑ No
4. List the sewershed(s) or metershed(s) this project is located in: 2007-B	
5. Approximate year sanitary sewer collection system was installed: 1962	

6. Collection system characteristics in project areas:

Host Pipe Material(s): Mainlines		Mainline Pipe Size(s):	Host Pipe Material(s): Laterals		Lateral Pipe Size(s):
☑ VCP	☐ Ductile Iron	8", 10", 12", 15", 18", 21", 24", 27", 30", & 36"	☑ VCP	☐ Ductile Iron	4" & 6"
☐ Cast-Iron	☑ Concrete		☐ Cast-Iron	☐ Concrete	
☐ Asbestos	☑ PVC		☐ Asbestos	☐ PVC	

7. Within the project area, is the mainline rehabilitated? ☐ Yes ☑ No

If "Yes," provide details on:
- the year(s) the work was completed
- the type and location of rehabilitation used
- if any rehabilitation of the sanitary sewer laterals within the ROW was completed.

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work? ☐ Yes ☑ No

If "Yes", provide details of the public work, including:

- Scope
- Funding agency for each scope item

9. Include with your application, two maps:

- **First Map:** The limits of the sewershed(s) or metershed(s) the project is in.
- **Second Map:** The project limits.

First map shall meet the following requirements:

•Maps shall use a street or aerial view as base map.
•Major street names shall be labeled and legible.
•Limits of the sewershed(s) and/or metershed(s),
•Project limits shall be defined by a bold red line.
•Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
•A north arrow and legend shall be included.
•Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

Second map shall meet the following requirements:

•Maps shall use a street or aerial view as base map.
•Major street names shall be labeled and legible.
•Project limits shall be defined by a bold red line.
•Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
•A north arrow and legend shall be included.
•Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e., Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☑ Yes ☐ No

   If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☑ No

   If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference number(s) the work was completed under.

   If completed independent of the PPII program, include the report(s) with this application in electronic format and list the name of the report(s) in this section.

The City has a sanitary sewer flow monitoring program to quantify the amount of rain derived I/I in the sanitary sewer system. The flow meter for the project area is located in MH 07B254021 on W Cortez Drive. Based on the flow monitoring data gathered to date, this area has a history of higher flows during rain events.

2. Describe how the project area and approach was chosen and prioritized.

This project area was chosen due to higher flows being observed during rain events and because no previous investigation projects have occurred in this project area.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

   ☐ Non-compliant ☑ Compliant ☐ Inconclusive ☐ Not Metered

   If "Non-compliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.
   (The Wet Weather Peak Flow Metershed Report can be found in the Municipal Portal)

4.	Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	☐ Yes ☑ No
5.	Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years.	☐ Yes ☑ No
6.	Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	☐ Yes ☑ No
7.	Does pre-project baseline data exist for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.?	☑ Yes – go to item 8 ☐ No – go to item 9
8.	Describe and detail information on the pre-project baseline data collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location. The City has a flow meter located in MH 07B254021 on W Cortez Drive in the project area. Based on the flow monitoring data gathered by this meter to date, this area has a history of higher flows during rain events.	

9. Is pre-project baseline data collection part of this project?

☐ Yes – go to item 10

☑ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement. If MMSD portable meters will be requested; list the quantity, expected time frame installation and monitoring period.

11A. For construction projects, how do you intend to report project performance results? Please select all that apply.

☐ Flow Metering ☐ Reduced CSO/SSO ☐ Identify I/I Sources

☐ Participation Rates ☐ Reduced Basement Backup Reports ☐ Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

A summary report will be created, the City's consultant, to discuss the results of the dye water testing work. In the report, locations of I/I will be identified and quantified on a summary exhibit. Different rehabilitation techniques will also be discussed in the summary report which will allow the City to make informed decisions when addressing the identified I/I locations.

V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including:

- **Internal municipal routing schedule for Funding Agreement execution, including any necessary approvals (i.e. Local Board/Council approvals)**
  - **Account for 60-90 days for District administrative approvals, after Work Plan submission**
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g., local council or board agenda deadlines). Provide the schedule in PDF format.

VI. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting. If multiple funding sources will be used for this project, indicate the MMSD cost share. Please reference (Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.	
2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? e.g., municipal funds, grant funding, property owner cost share, etc. If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding source, and the value.	☐ Yes ☑ No

3. Explain the means and methods for segregating the cost (MMSD reimbursable costs and public work costs). All work associated with this project is considered reimbursable to the MMSD.	
4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name, title and contact information. raSmith will be handling the reimbursement requests on behalf of the City of New Berlin. Ben High, P.E., ben.high@rasmith.com	
5. MMSD requires all invoicing to be submitted via Trimble Unity Construct (TUC). Will TUC training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?	☐ Yes ☑ No

VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.)	☐ Yes – go to item 2 ☑ No – go to item 3
2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.	

3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- Entities/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- Timing and anticipated level of effort that is anticipated for the public outreach effort.
- Venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

a. The City, with assistance from the Consulting Engineer, will notify affected properties with an informational letter outlining the scope of the project and desired outcome.

b. All project related questions will be directed through the Consulting Engineer via email or phone. Contact information: Ben High, P.E., 262-317-3273, ben.high@rasmith.com

2026 Dye Water Testing Work Plan - MMSD Sewershed Exhibit

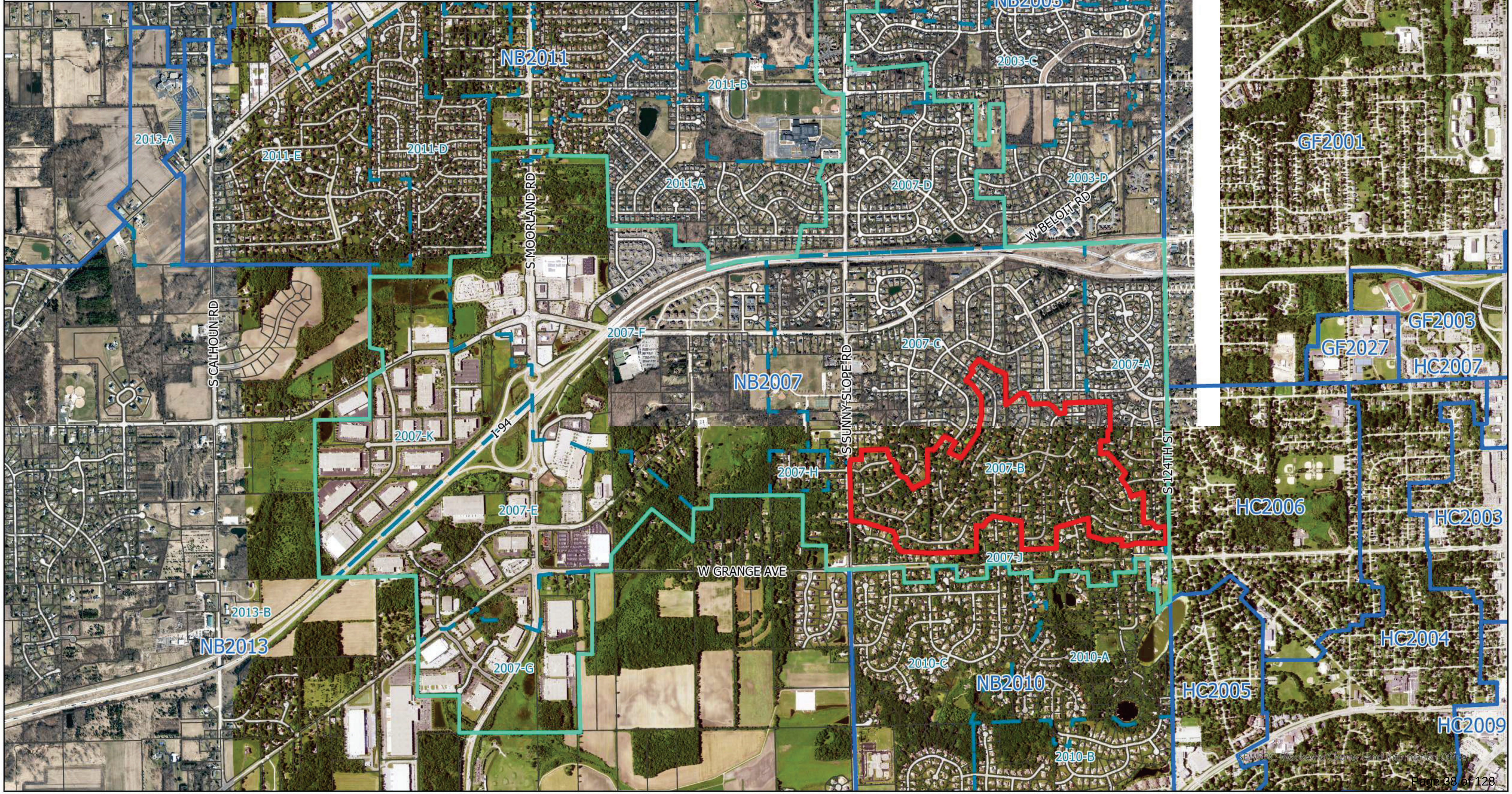
City of New Berlin
city living with a touch of country

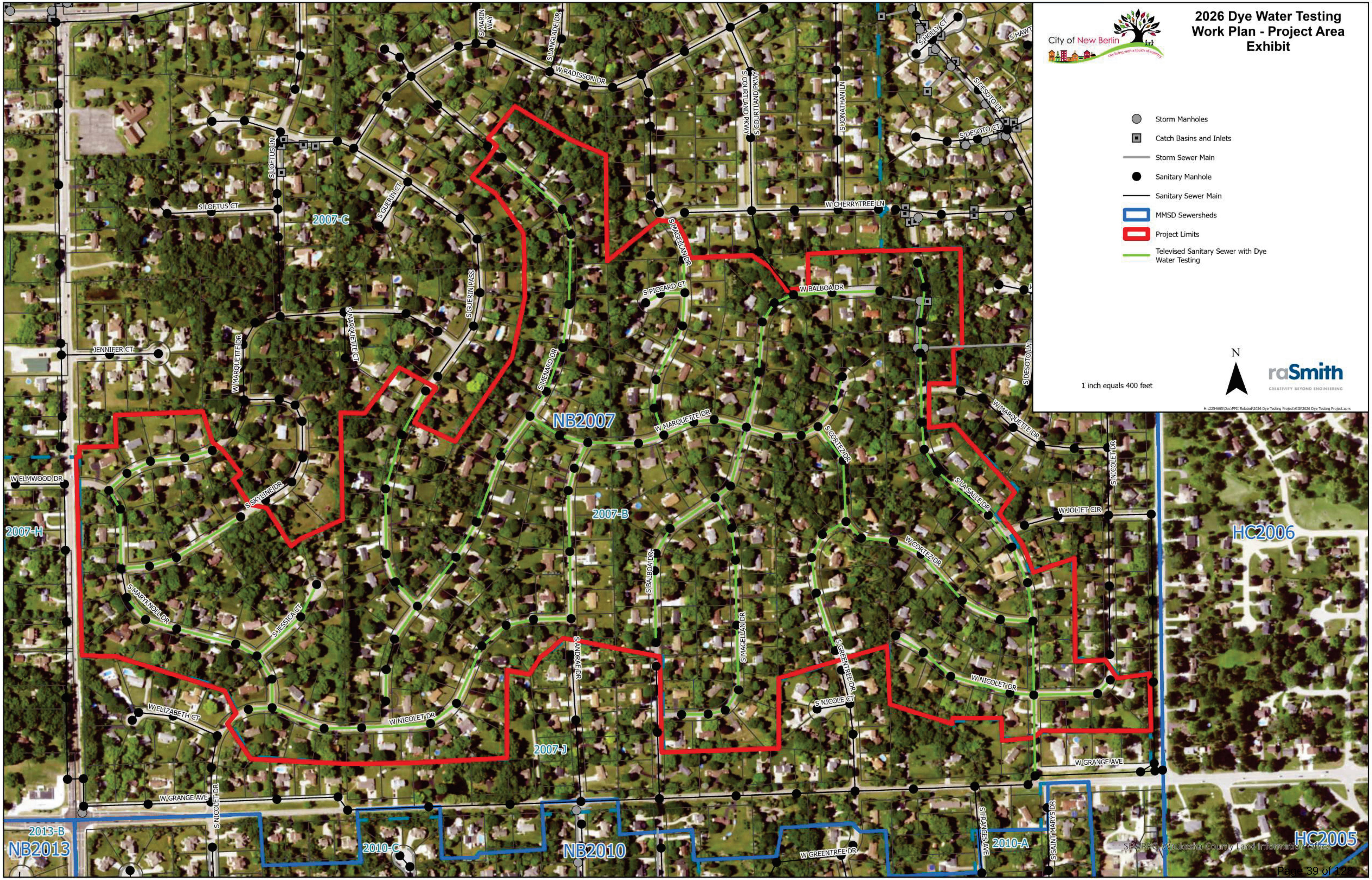
MMSD Sewersheds
Effected MMSD Sewershed (NB2007)
Project Limits

N
1 inch equals 1,500 feet

raSmith
CREATIVITY BEYOND ENGINEERING

H:\2254605\Doc\PPII Related\2026 Dye Testing Project\GIS\2026 Dye Testing Project.aprx





2026 Dye Water Testing
Work Plan - Project Area
Exhibit
City of New Berlin
city living with a touch of country
Storm Manholes
Catch Basins and Inlets
Storm Sewer Main
Sanitary Manhole
Sanitary Sewer Main
MMSD Sewersheds
Project Limits
Televised Sanitary Sewer with Dye Water Testing
1 inch equals 400 feet
N
raSmith
CREATIVITY BEYOND ENGINEERING
H:\2254605\Doc\PPII Related\2026 Dye Testing Project\GIS\2026 Dye Testing Project.aprx
NB2007
2007-C
2007-B
2007-H
2007-J
HC2006
HC2005
NB2013
2013-B
NB2010
2010-C
2010-A
W RADISSON DR
W CHERRYTREE LN
W BALBOA DR
W MARQUETTE DR
W NICOLET DR
W GRANGE AVE
W ELIZABETH CT
W ELMWOOD DR
W JOLIET CIR
W CORTEZ DR
W GREENTREE DR
JENNIFER CT
S LOFTUS CT
S LOFTUS LN
S GUERIN CT
S GUERIN PASS
S MARQUETTE CT
S MARQUETTE DR
S SKYLINE DR
S MARYKNOLL DR
S JESSICA CT
S MENARD DR
S ANDRAE DR
S BALBOA DR
S MAGELLAN DR
S PICCARD CT
S CORTEZ DR
S GREENTREE DR
S NICOLE CT
S LA SALLE DR
S NICOLET DR
S DESOTO LN
S DESOTO CT
S COURTLAND PKWY
S JONATHAN LN
S FRANCES AVE
S SAINT MARYS DR
S LANGLADE DR
S MARIN WAY
S HOLLY CT
SEWRPC, Waukesha County Land Information Office

Probable Project Schedule for New Berlin 2026 Dye Water Testing Project

Task	Probable Start Date	Probable Completion Date	Duration (Days)
Work Plan Submittal		9/2/2025	0
Funding Agreement Process	9/2/2025	12/1/2025	90
Plans & Specifications	12/1/2025	2/4/2026	65
Solicitation for Bids	2/4/2026	2/18/2026	14
Bid Opening		2/18/2026	0
Project Award (Utility Committee Approval)	2/18/2026	3/24/2026	34
Notice to Proceed	3/24/2026	4/27/2026	34
Project Work with Inspection by Consultant	4/27/2026	9/25/2026	151
Submittal for Final Reimbursement	9/25/2026	12/31/2026	97

Engineer's Opinion of Probable Project Cost

PROJECT: City of New Berlin - Dye Water Testing - 2007-B

DATE: September 10, 2025

BY: BGH

This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without benefit of knowledge usually ascertained during design and construction plan development.

NO.	ITEM	UNIT	Mid City UNIT COST	QUANTITY	ITEM COST
1	Traffic Control	LS	$ 25,000.00	1.00	$ 25,000.00
2	Televising Lateral	EA	$ 350.00	87.00	$ 30,450.00
3	Sanitary Sewer Televising and Dye Flooded Storm Sewer / Swales	LF	$ 5.24	23,093.00	$ 121,007.32
	Subtotal				**$176,457**
	Construction Contingency (10%)				$17,646
	Construction Project Total				**$194,103**
1	Engineering	HR	$ 178.00	65	$ 11,570.00
2	Inspection @ $1.30/LF of Dye Testing	LF	$ 1.30	23,093	$ 30,020.90
	Engineering / Inspection Project Total				**$41,591**
	Project Total Rounded to the Nearest $1,000				**$236,000**

raSmith

UTILITY STAFF REPORT
EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Lift Station Emergency Generator Additions

LOCATION: Cleveland Ave Lift Station/Valley View Lift Station

REQUEST: To approve the Professional Services Agreement for the design, bidding and construction inspection for the addition of onsite emergency generators for Cleveland Ave Lift Station and Valley View Lift Station.

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding and construction phases of generator additions. Project not to exceed $52,200.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Lift Station Emergency Generator Additions

DATE STAFF REPORT CREATED: November 24, 2025

CUSTOMER/PROJECT NAME: Lift Station Emergency Generator Additions

ISSUE/DESCRIPTION OF PROJECT: To approve the Professional Services Agreement for the design, bidding and construction inspection for the addition of onsite emergency generators for Cleveland Ave Lift Station and Valley View Lift Station.

REQUESTED ACTION:
Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding and construction phases of generator additions. Project not to exceed $52,200.00.

FISCAL IMPACT: $52,200.00

SOURCE OF FUNDS: Wastewater

RATIONALE: When these stations lose power Utility staff must be called in to bring an emergency generator to the site. Having a generator onsite would provide immediate restoration of power to the site. This is of particular importance during severe weather.

ATTACHMENTS: Professional Services Agreement

CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as "City") and the Service Provider identified below (hereinafter referred to as "Service Provider"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the "Services" between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, the project methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: ______________________________

____

____

____

____

Dates on which services are to be provided: ______________________________________

The Services being provided hereunder shall be completed on or before: ______________

The cost of the Services being provided are as follows: ____________________________

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement.

Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

7. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

11. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City and the City consents to provide such indemnity, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

13. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

14. Termination of Contract. This contract may be terminated as follows:

A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.

B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. 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.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

19. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing ____ and concluding on _________________________, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

20. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Service Provider further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Service Provider's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance.

CITY:
City of New Berlin

By: ______________________

____
[Print Name & Title]

SERVICE PROVIDER:

__Clark Dietz, Inc.____________________
[Insert Service Provider Name}

By: Tonia Westphal

Tonia Westphal, PE, Vice President_
[Print Name & Title]

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Lift Station Generator Additions

This Agreement is by and between

City of New Berlin ("Client")
3805 S Casper Drive
New Berlin, WI 53151

and

Clark Dietz, Inc. ("Clark Dietz")
500 N. 3rd Street, Suite 703
Wausau, WI 54403

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client	**Agreed to by Clark Dietz**
By: ______________________	By: Anna Westphal
Title: ______________________	Title: Vice President
Date: ______________________	Date: November 4, 2025

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The project consists of providing design, bidding, and construction engineering services for the addition of an emergency generator set at the Valley View and Cleveland Avenue lift stations, which are both located within the City of New Berlin. A new generator will be designed and selected to power the existing equipment at each station. Each generator will be installed inside a weatherproof sound attenuating enclosure on a concrete pad. Work will also include assisting the City of New Berlin with obtaining easements for placement of the generators and monitoring the construction process.

B. Scope

1. DESIGN PHASE

a. Prepare a work plan listing information specific to the project, including team members, contact information, schedule, scope of services, deliverables, budget, billing procedures, and quality assurance/quality control methods.

b. Schedule a project kick-off meeting with City Utilities staff to discuss project objectives, schedule, and personnel.

c. Contact the utility companies to perform underground utility locates at the project sites.

d. Perform a field topographic survey of the project sites, including marked utilities and property information. The location of property lines will be based on available GIS mapping. A boundary survey will not be completed.

e. Prepare drawings of the project sites, including: location plan, existing site plan, and proposed site plan. The design drawings will be based on the field survey of the project sites.

f. Assist the City with obtaining permanent easements adjacent to each of the lift station sites for placement of the generators. Prepare a drawing and legal description for each of the two proposed easement properties.

g. Evaluate the lift stations' existing electrical systems.

h. Determine the availability of natural gas at each lift station and coordinate with the electric utility for installation of a new service.

i. Design and select an exterior natural gas emergency generator set for each station to power the lift station equipment during an electrical emergency. The generator set will be designed to run the lift pumps, the control system, and necessary equipment. The unit will come complete with a control panel. The unit will be housed inside a weatherproof sound-attenuated enclosure.

j. Design a concrete equipment pad for each of the generators.

k. Design modifications to the SCADA and lift station control panels related to installation of the generators based on input from City Utilities staff.

l. Prepare electrical design drawings.

m. Prepare detailed specifications for the generator additions.

n. Submit 50% complete project plans and specifications to the City Utilities staff for review and comment.

o. Revise project plans and specifications based on comments from City Utilities staff.

p. Submit 90% complete project plans and specifications to the City Utilities staff for review.

q. Prepare front-end documents using the City's standard documents and submit to the City Utilities staff for review and approval.

r. Assist the Utilities staff in obtaining required local permits. The City shall pay any permit fees.

s. Prepare a construction cost estimate at the 90% completion point.

t. Meet with the City Utilities staff at the 90% completion point to discuss revisions to the Contract Documents and present a summary of the project including the estimated construction cost.

u. Prepare final bidding documents based on comments received from the City Utilities staff and/or regulatory agencies.

2. BIDDING/NEGOTIATION PHASE

a. Assist the City Utilities with advertising and obtaining the bid for a single prime construction contract.

b. Provide the final Bidding Documents in electronic format and manage distribution of and payment for plan sets and bid documents electronically through our online plan holder service (Quest CDN). The list of plan holders will also be maintained electronically.

c. Address bidders' questions concerning the project and prepare addenda as necessary.

d. Attend and conduct the bid opening and prepare a bid tabulation.

e. Review the bids submitted and provide a written recommendation of contract award to the City.

f. Prepare a Notice of Award and the final contracts for signatures.

3. CONSTRUCTION PHASE

a. Conduct a meeting with the contractor prior to construction.

b. Review shop drawings.

c. Coordinate with the contractor throughout construction.

d. Review pay applications and make payment recommendations.

e. Conduct two progress meetings with City Utilities staff.

f. Provide periodic site visits during key points of construction.

g. Coordinate equipment startup services.

h. Observe startup and testing of the generators.

i. Review the O&M manuals submitted by the contractor.

j. Prepare Record Drawings of the project.

k. Perform a final inspection of the project.

C. Schedule

Notice to Proceed	December 2025
Project Kick-off Meeting	January 2026
Field Survey	March 2026
Submittal of 50% Construction Documents	May 2026
Submittal of Easement Descriptions	May 2026
Submittal of 90% Construction Documents	July 2026
Submit Construction Cost Estimate	July 2026
Meet with Utility Staff	August 2026
Final Plan Submittal	August 2026
Project Bid	September 2026
Notice of Award	October 2026
Review shop drawings	November 2026
Construction begins (approximate)	March 2027
Substantial Completion	May 2027
Final Completion	June 2027

All dates are tentative and are based on the Contractor's anticipated schedule of completion and equipment lead times. Changes in the construction schedule are beyond Clark Dietz’s control and affect our fees for services.

D. Assumptions/Conditions (if applicable)

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.

2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way drawings, descriptions or negotiation/acquisition services;

2. Preparation of assessment roles or schedules;

3. Geotechnical investigations;

4. Processing of Federal permits;

5. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;

6. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.

7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Alex Parker, Utility Manager.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

The Client shall be responsible for the following services:

1. Providing as-builts of the lift stations and nearby utilities as available.
2. Providing electrical data for the existing stations.
3. Providing copies of the existing lift station easements.
4. Providing assistance to obtain the permanent easements.

PART III
COMPENSATION

A. Compensation

Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be the lump sum amount detailed as follows:

DESIGN PHASE:	$ 29,900
BIDDING PHASE:	$ 4,100
CONSTRUCTION PHASE:	$ 18,200
PROJECT TOTAL:	$ 52,200

This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

1. Timing/Format
   a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
   b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
   c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
   d. Client shall make payments to Clark Dietz using one of the following methods:

      1) CLARK DIETZ LOCKBOX:
      Clark Dietz, Inc.
      125 West Church Street
      Champaign, IL 61820

      2) ELECTRONIC FUNDS/ACH PAYMENT:

Account Name :	Clark Dietz, Inc
Bank Name:	Hickory Point Bank and Trust
Address:	225 N. Water St.
City/State/Zip:	Decatur, Il 62523
Account Number:	3911880
ABA Routing Number:	071124805

      3) WIRE TRANSFER (**Wire fees are the responsibility of the sending party*)

Bank Name:	Hickory Point Bank and Trust
Address:	225 N. Water St.
City/State/Zip:	Decatur, Il 62523

ABA/Routing Number:	071124805
Account Title:	Clark Dietz, Inc.
Account Address:	125 W. Church St.
City/State/Zip:	Champaign, IL 61820-3510
Account Number:	3911880

2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. DELAYS. If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.

4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.

6. ELECTRONIC MEDIA. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. SAFETY. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. RELATIONSHIP WITH CONTRACTORS. Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. THIRD PARTY CLAIMS. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. INSURANCE. Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. INDEMNITIES. Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. LIMITATIONS OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or $250,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. ACCESS. Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

19. HAZARDOUS MATERIALS. Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

20. REMODELING AND RENOVATION. For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.

22. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Committee of the Whole
MEETING MINUTES

November 18, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. 2026 BUDGET PUBLIC HEARING

A. Public Hearing on the 2026 Budget (6:00 PM)

Mayor Ament opened the Public Hearing at 6:01 PM.

Finance Director Ralph Chipman confirmed that the notice of the Public Hearing was posted correctly and published in accordance with state statute.

Mayor Ament asked if anyone wished to speak in favor of the 2026 Budget. None.
He then asked if anyone wished to speak in opposition. None.

With no comments, the Public Hearing was closed at 6:08 PM.

2. CALL MEETING TO ORDER
Mayor Ament called the meeting to order at 6:08 PM

3. 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, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa
Excused: Alderperson Joseph Stribl

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

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

4. APPROVAL OF MINUTES

A. October 28, 2025, Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Maxey
Second by: Alderperson Kroupa
Motion Passed 6-0

5. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the November 12, 2025, Water Utility claims in the amount of $149,033.99, Sewer Utility claims in the amount of $13,403.25, and General City claims in the amount of $557,448.34. Also, the October 23, 2025, General City claims in the amount of $5,557.18. We Energies EFT of $57,031.05 and City Utility Bills EFT of $18,616.33

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Harenda
Motion Passed 6-0

6. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve the 2026 Garbage Hauler License for John's Disposal, Inc.

MOTION: Motion to approve

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

B. Discussion and possible recommendation to the Common Council to approve the 2026 Garbage Hauler License for Eagle Disposal, Inc.

MOTION: Motion to approve

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

7. MISCELLANEOUS

A. Discussion and possible recommendation to the Common Council to authorize the City of New Berlin Joint Review Board to convene a meeting via electronic means in December at a date and time when a quorum is established.

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Kroupa
Motion passed 6-0

B. Discussion and possible recommendation to the Common Council to approve Resolution 2025-22, a resolution transferring funds from contingency to the Streets Department budget for fire engine repairs

MOTION: Motion to approve

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

C. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-25 , a resolution to transfer $260,000 from residual 2016 and 2023 CIP funds from completed projects to the New Berlin Ball Field Rehabilitation account

MOTION: Motion to approve

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

D. Discussion and possible recommendation to the Common Council approval to enter into a contract with VEIT & Company, Inc., the lowest responsive, responsible bidder for the mass demolition of the former New Berlin Community Center located at 14750 W Cleveland Avenue in the amount of $107,000.00 subject to review and approval by the City Attorney

MOTION: Motion to approve

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

E. Discussion and possible recommendation to the Common Council to approve the appraisal service agreement with Tyler Technology, effective January 1, 2026

MOTION: Motion to approve

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

F. Discussion and possible recommendation to the Common Council to approve the proposed 2026 Operating Budget

MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed 6-0

G. Discussion and possible recommendation to the Common Council to approve the proposed 2026 CIP Budget

Not Discussed. No motion.

H. Discussion and possible recommendation to the Common Council to approve Resolution 2025-24, a resolution levying property taxes for the City of New Berlin 2026 Budget Year

MOTION: Motion to approve

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

I. City Clerk Department Update

The City Clerk provided an update to the council and those in attendance.

8. ADJOURN

MOTION: Motion to adjourn at 6:25 PM

VOTE: Motion by: Maxey
Second by: Horbinski
Motion passed 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

City of New Berlin Utilities Department 2025

- Alex Parker

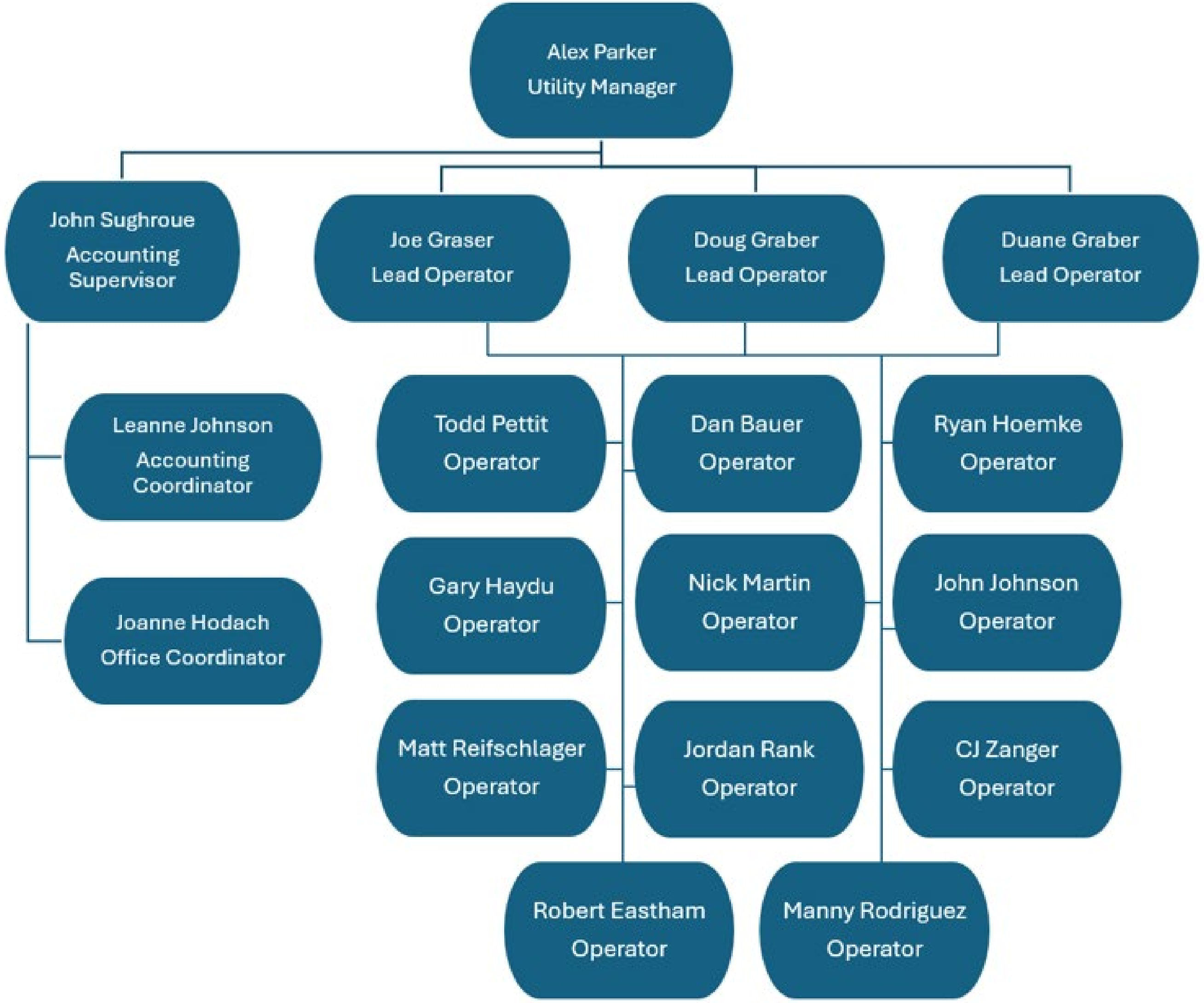
  Utility Manager

- John Sughroue

  Accounting Supervisor

Department Staff

City of New Berlin Utilities
Organizational Chart
2025



Charges

Residential Sewer Charges

Non-Metered Charges: $204.23
($164.57 unit & connection charge, plus average volume of 17,995 per quarter calculated by MMSD)

Stormwater Charge: $15.00

Metered
Unit & Connection Charge: $164.57
Volume Charge: $2.20 per 1,000 gallons

*For duplex, add another $96.66 unit charge per quarter

Volume Charge - Water

First 35,000 gallons used per quarter:	$5.45 per 1,000 gallons
Next 465,000 gallons used per quarter:	$5.33 per 1,000 gallons
Over 500,000 gallons used per quarter:	$4.24 per 1,000 gallons

Billing Periods

1st Quarter	1 Jan to 31 Mar
2nd Quarter	1 Apr to 30 Jun
3rd Quarter	1 Jul to 30 Sept
4th Quarter	1 Oct to 31 Dec

Actual reading dates may vary. Please call for exact dates, if desired.

Availability Charges

All improved lots are charged for water and/or sewer availability.

Water Availability: $8.00 per quarter

Sewer Availability: $67.91 per quarter

Private Fire Connection Charge

1	Inch	$12.00
2	Inch	$12.00
3	Inch	$21.00
4	Inch	$36.00
6	Inch	$72.00
8	Inch	$114.00
10	Inch	$162.00
12	Inch	$210.00

General Service – Metered Quarterly Charge – Water

5/8	Inch Meter	$21.00	3	Inch Meter	$153.00
3/4	Inch Meter	$21.00	4	Inch Meter	$234.00
1	Inch Meter	$36.00	6	Inch Meter	$420.00
1 1/4	Inch Meter	$48.00	8	Inch Meter	$639.00
1 1/2	Inch Meter	$63.00	10	Inch Meter	$927.00
2	Inch Meter	$96.00	12	Inch Meter	$1215.00

General Information

- The City of New Berlin Water Utility service area purchases water from Milwaukee Water Works.
  - The current contract allows for 6.5 million gallons per day and expires in 2028. It then Automatically renews every 10 years.
- New Berlin has not operated any municipal ground water wells since 2012.

Average Daily Flows

- Water: 2.517 MGD purchased from Milwaukee
- Sewer: 8.72 MGD returned via sanitary sewer

- Last Five Years Consumption

2024 – 918,749,987 Gallons
2023 – 932,100,470 Gallons
2022 – 922,752,066 Gallons
2021 – 954,678,914 Gallons
2020 – 943,567,939 Gallons

Pump House Information

Green Ridge Pump House #4

12400 W. Crawford Drive

Standby Generator on Site

Grange Avenue Pump House Milwaukee #1

12625 W. Grange Avenue

Standby Generator on Site

These two pump houses supply water to the entire utility service area. Together these stations can pump 6.336 MGD into the water system. Per our contract with Milwaukee Waterworks, the utility is allowed 6.5 MGD. There is also 3.5 million gallons in reserve from our towers and reservoirs.

All active pumphouses and towers have security cameras and alarm monitoring.

Required Maintenance: Water

- Fire Hydrants

All 2,167 public fire hydrants are inspected, operated, and flushed at least once per year.

Hydrants on dead end stubs are flushed twice per year.

Utility operators conduct repairs when necessary to ensure proper working order of all hydrants.

- Mainline Valves

All watermain valves are inspected and/or exercised every 3 years. This is above state standards to ensure reliability.

Pumphouse Maintenance

Utility operators conduct all maintenance of pumps and valves within 9 utility stations.

Required Maintenance: Water

- DNR Sanitary Survey

Every 3 years the Department of Natural Resources conducts an inspection of all water utility facilities to ensure compliance with State regulations.

- Towers/Reservoirs

All water towers and reservoirs require cleaning and inspection at 5-year intervals.

Required Maintenance: Water

- Water samples

➢ 30 samples monthly throughout the system, testing for bacteria and monitoring chlorine levels.

➢ 30 Lead & Copper samples, every 3 years. Next testing period is 2026. The 2023 samples were all below the Environmental Protection Agency (EPA) maximum contaminant level (MCL).

- Unregulated Contaminant Monitoring Rule

UCMR is an EPA regulated program monitoring for chemical contaminants in public water systems. UCMR-5 testing was conducted in 2023.

Sanitary Sewer System: Required Maintenance

- Lift Stations

The city operates and maintains 9 lift stations that pump an average of 484,125 gallons per day.

- Sanitary Mains

Utility operators clean (jet) and televise all sanitary mains in the system (183.4 miles) every 5 years.

Reporting Obligations

- ANNUAL REPORTS
- Water Diversion Report, due March 1st
- Water Conservation Plan, due March 1st
- Cross Connection Survey, due March 1st
- Public Service Commission (PSC) Report, due April 30th
- Consumer Confidence Report (CCR), due July 1st
- MMSD -CMOM Report: Capacity Management Operations and Maintenance Program, due June 30th
- DNR- CMAR Report: Compliance Maintenance Annual Report
- Water and Wastewater Utility Audited Financial Statements
- In addition to above, the Utility also completed our Lead and Copper Rule Revision, an inventory of our service lines for the EPA. We submitted our inventory in September of 2024 and were found to be in compliance with federal guidelines.

Utility Projects

- Jacobs Ridge Lift Station Refurbishment
- Private Property Infiltration/Inflow Pipe Bursting Project
- Moorland Road Relining Project

2025 Residential I/I Dye testing

Moorland Road Relining Project

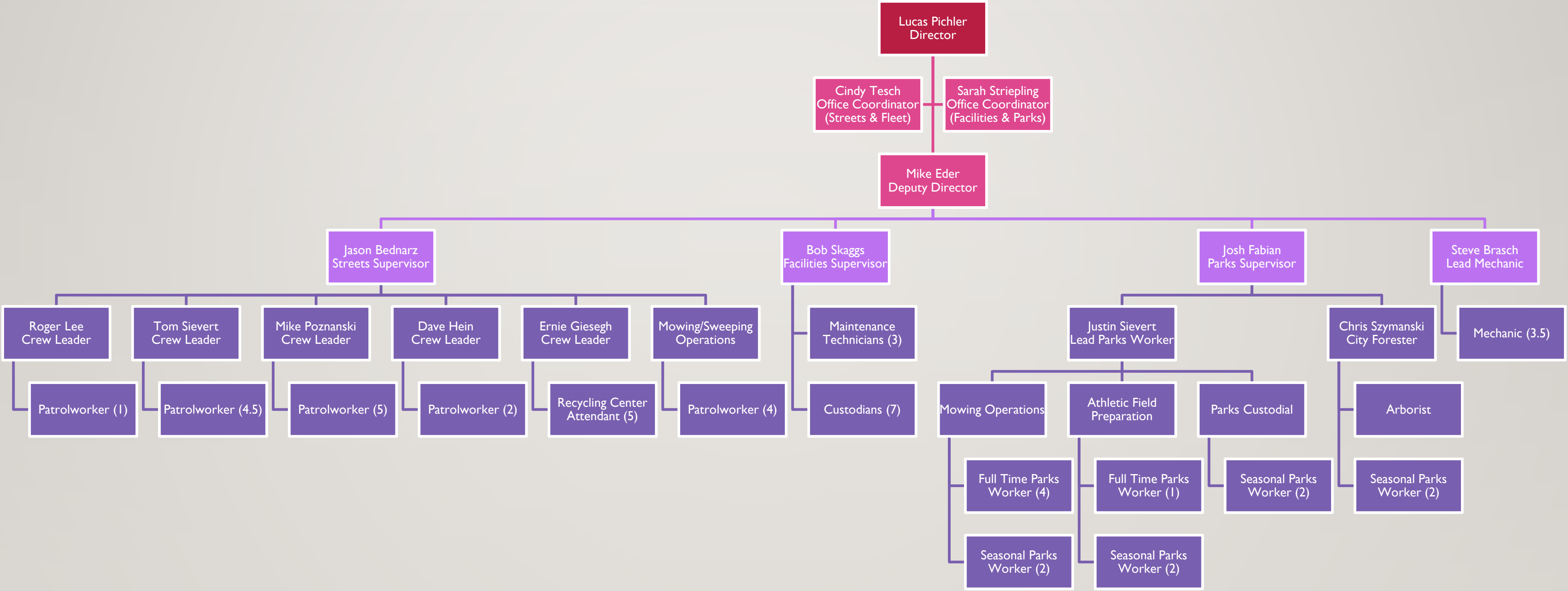
University of Wisconsin Report Card

The End

2025 DEPARTMENT OF PUBLIC WORKS

LUCAS PICHLER, DIRECTOR OF PUBLIC WORKS

DEPARTMENT OF PUBLIC WORKS ORGANIZATIONAL CHART



DPW – STREETS DIVISION

Roadway Maintenance

Snow Removal
Asphalt Patching
Curb Repair
Street Sweeping
Shouldering
Sidewalk Repair
Spill Response

Roadside Maintenance

Vegetation Management
Debris Removal
Assist Forestry

Signs, Signals, & Lights

7,100+ Signs
4 Traffic Signals
500+ Decorative Lights
1,100+ Pavement Markings

Stormwater

Ditch Grading
Culvert Replacements
Catch Basin Repairs

Recycling Center

Vegetation Disposal
Plastic, Metal & Cardboard
Waste Oil & Refrigerant

DPW – STREETS DIVISION 2025 HIGHLIGHTS

Staffing

- Filled Roster in mid-August
- Provides for fill-in Snow Removal Crew

Crew Structure

- Established Crew Leader Organizational Structure
- Provides Training, Consistent Results, and Opportunities for Advancement

Online Request System

- Improved Customer Service
- Provides Ability to Track Requests
- Reduces Redundant and Inefficient Communication

Salt Calibration

- Began Process Of Calibrating Salt Application
- Results in Cost Savings, Predictable Results, and Reduced Environmental Impact

DPW – FLEET DIVISION

Vehicle Maintenance

Routine Maintenance

Repair

Emergency Vehicle Configuration

Fleet Inventory

Fleet Transfer & Sale

Fueling

Fuel Station Maintenance

Usage Reporting

Inspections & Service

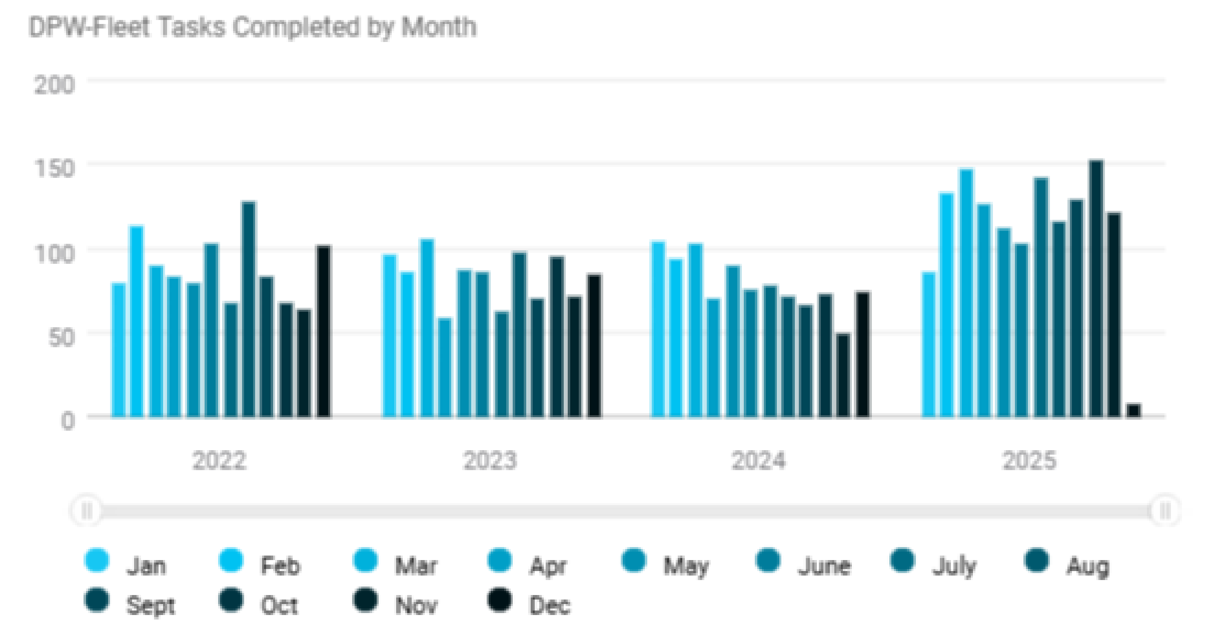
DPW – FLEET DIVISION 2025 HIGHLIGHTS

Implementation of Cartegraph

- Asset Inventory Quality Control
- Parts Inventory
- Vehicle History Documentation

Internal Request System

- Replaced E-mail Based Request System
- Incorporates Directly into Cartegraph
- Same Platform as Other Request Types (i.e. Facilities, Parks, Streets)



DPW – PARKS DIVISION

Grounds Maintenance

Turf Management

Planting Beds

Herbicide Application

Pond Treatment

Shelter & Playground Maintenance

Cleaning

Inspections

Repairs

Special Events

4th of July Festival

Park & Shelter Reservations

Athletics

Field Marking

Pre-Game Preparation

Field Repair & Maintenance

Snow Removal

Sidewalks

Parking Lots

Building Entrances

Forestry

Planting

Pruning

Removal

Emergency Response

Condemnation

DPW – PARKS DIVISION 2025 HIGHLIGHTS

Forestry Cartegraph Implementation

- Online Requests
- Task Tracking
- Reduces Redundancy of Various Lists
- Improves Productivity by Grouping Workorders

Valley View Park Picnic Area

- Removed Invasive Species
- Provided New Rentable Picnic Area

Ball Diamond Rehabilitation

- Coordination with DCD & Rec
- Standard Field Designs Completed
- Long Term Funding
- Assessments in Progress

Cemeteries

- Created Online Public Information Map
- Utililized Cartegraph for Document Storage

DPW – FACILITIES DIVISION

Building Repair & Maintenance

Routine Maintenance
Staff Requests
Call-In Repairs

Mechanical Systems

Preventative Maintenance
In-House Repairs
Contracted Services
Door Access Management

Custodial Services

General Cleaning
Event Set-up & Takedown

Capital Projects

Capital Planning
Department Coordination
Solicitation & Construction

Special Events

4th of July
Event Set up & Takedown
Facility Reservations

DPW – FACILITIES DIVISION
2025 HIGHLIGHTS

Online Request Implementation

- Created Cartegraph system to receive internal work requests
- Provides better communication between department and requestor
- Provides log of requests

Capital Projects

- Fire Station #10 Generator
- Library Chiller Design
- Fire Station #8 Roof Replacement
- Fire Station #7 Lateral Replacement

Door Access Organization

- Established door access committee
- Defined access levels by position
- Redefined roles in access process

CHALLENGES & GOALS

Upcoming Retirements/Staffing

Numerous retirements in 2026 in Parks & Streets Divisions

Retaining institutional knowledge critical

Onboarding, training, and retention of new staff

Undocumented Procedures

Goal from 2024, work ongoing

Preparation of "Maintenance Manuals" for Each Division

Facilities Asset Inventory

Continue to inventory key facility assets for Cartegraph

Enables tracking of costs

Time intensive process

Vendor & Materials Streamlining

Consolidate vendor usage where possible

Utilize vendor maintained inventory

Cross utilize vendors across divisions for similar type work

Merger with Utilities Department

Find opportunities for shared resources

Provide administrative support

Expand pool of resources

THANK YOU!

11/17/25

CITY OF NEW BERLIN
CAPITAL IMPROVEMENT BUDGET
2026

		2024 BUDGET	2025 BUDGET	2025 6 MONTHS	2026 DEPARTMENT PROPOSED	2026 MAYOR PROPOSED	2026 ADOPTED
GENERAL GOVERNMENT		1,840,000	630,000	34,715	170,000	60,000	-
PUBLIC SAFETY		490,000	-	-	1,951,000	1,500,000	-
PARKS		195,000	97,000	94,708	490,000	-	-
PUBLIC WORKS		4,764,000	5,585,000	192,690	11,955,000	6,060,000	-
COMMUNITY DEVELOPMENT		-	794,000	78,117	2,454,000	2,379,000	-
PUBLIC WORKS GARAGE		-	-	-	850,000	-	-
LIBRARY		-	-	-	-	-	-
		-	-	-	-	-	-
	Sub-total	7,289,000	7,106,000	400,230	17,870,000	9,999,000	-
HICKORY GROVE		6,827,000	500,000	-	-	-	-
MALONE PARK - PARK STRUCTURES & TRAIL		-	2,990,000	160,150	-	-	-
	Grand Total	14,116,000	10,596,000	560,380	17,870,000	9,999,000	-

BREAKDOWN OF TOTAL BORROWING:

FUNDING SOURCE:

ANNUAL CAPITAL PROJECTS - DEBT ISSUE	**9,999,000**	**TAX LEVY**	**9,999,000**
	9,999,000		**9,999,000**

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2026 - 2030

	Department Requested 2026	Mayor 2026	2027	2028	2029	2030	TOTAL
GENERAL GOVERNMENT							
BUILDINGS & GROUNDS	170,000	60,000	1,105,000	2,295,000	2,540,000	2,540,000	8,540,000
Total	170,000	60,000	1,105,000	2,295,000	2,540,000	2,540,000	8,540,000
PUBLIC SAFETY							
FIRE DEPARTMENT	1,951,000	1,500,000	2,071,000	496,100	1,879,200	540,749	6,487,049
Total	1,951,000	1,500,000	2,071,000	496,100	1,879,200	540,749	6,487,049
PARKS	490,000	-	815,000	120,000	180,000	165,000	1,280,000
DPW GARAGE	850,000	-	850,000	10,000,000	7,000,000	3,000,000	20,850,000
PUBLIC WORKS							
STREETS - EQUIPMENT	1,810,000	260,000	3,600,000	1,320,000	1,035,000	740,000	6,955,000
ENGINEERING - STREETS	8,295,000	5,750,000	12,725,000	4,300,000	10,125,000	5,975,000	38,875,000
ENGINEERING - IMPROVEMENTS	1,850,000	50,000	2,130,000	445,000	-	650,000	3,275,000
Total	11,955,000	6,060,000	18,455,000	6,065,000	11,160,000	7,365,000	49,105,000
COMMUNITY DEVELOPMENT							
DCD - BUILDINGS	549,000	534,000	-	-	-	-	534,000
DCD - FLEET	1,060,000	1,000,000	1,060,000	1,000,000	-	-	3,060,000
COMMUNITY DEVLOPMENT	845,000	845,000	1,250,000	1,895,500	1,190,000	-	5,180,500
Total	2,454,000	2,379,000	2,310,000	2,895,500	1,190,000	-	8,774,500
TOTAL	**17,870,000**	**9,999,000**	**25,606,000**	**21,871,600**	**23,949,200**	**13,610,749**	**95,036,549**

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2026 - 2030

	Department Requested 2026	Mayor 2026	2027	2028	2029	2030	TOTAL
	-	-	-	-	-	-	-
BUILDINGS & GROUNDS							
MAKE UP AIR UNIT - FS #10	15,000	-	115,000	-	-	-	115,000
ROOF REPLACEMENT - FIRE STATION #8	-	-	-	-	400,000	-	400,000
HVAC UPGRADES & REPLACEMENT - FS#7	60,000	60,000	520,000	-	-	-	580,000
WINDOW REPLACEMENT - FS #7	20,000	-	70,000	-	-	-	70,000
EXHAUST VENTILATION REPAIRS - FS#7,8,9,10	75,000	-	-	-	-	-	-
CARPET REPLACEMENT - LIBRARY	-	-	160,000	-	-	-	160,000
FIRE DETECTION SYSTEM - LIBRARY	-	-	40,000	400,000	-	-	440,000
ROOF REPLACEMENT-LIBRARY	-	-	-	-	-	600,000	600,000
GENERATOR - LIBRARY	-	-	-	-	40,000	400,000	440,000
AIR HANDLER - LIBRARY	-	-	-	-	60,000	500,000	560,000
ELEVATOR - LIBRARY	-	-	-	15,000	120,000	-	135,000
HVAC CONTROLS - LIBRARY	-	-	50,000	500,000	-	-	550,000
GENERATOR - SAFETY BUILDING	-	-	60,000	1,200,000	-	-	1,260,000
FAÇADE IMPROVEMENTS - SAFETY BUILDING	-	-	-	-	50,000	500,000	550,000
ELEVATOR - SAFETY BUILDING	-	-	-	-	15,000	120,000	135,000
FIRE ALARM SYSTEM - SAFETY BUILDING	-	-	-	-	40,000	300,000	340,000
HVAC CONTROLS - SAFETY BUILDING	-	-	-	50,000	500,000	-	550,000
ROOF REPLACEMENT - CITY HALL	-	-	-	130,000	1,300,000	-	1,430,000
ELEVATOR - CITY HALL	-	-	-	-	15,000	120,000	135,000
TRANSIT VAN	-	-	90,000	-	-	-	90,000
TOTAL	170,000	60,000	1,105,000	2,295,000	2,540,000	2,540,000	8,540,000
PARKS							
TOOL CAT	90,000	-	90,000	-	-	-	90,000
ATHLETIC FIELD RECONDITIONING	140,000	-	140,000	-			140,000
F-450 DUMP TRUCK	80,000	-	80,000	-	80,000	80,000	240,000
LIFT TRUCK	180,000	-	180,000	-			180,000
REPLACEMENT RADIOS	-	-	200,000	-	-	-	200,000
F-350	-	-	80,000	-	-	-	80,000
FORKLIFT	-	-	45,000	-	-	-	45,000
F-600 w/HOOK	-	-	-	120,000	-		120,000
WHEELED SKID STEER	-	-	-	-	100,000	-	100,000
CHIPPER	-	-	-	-	-	85,000	85,000
TOTAL	490,000	-	815,000	120,000	180,000	165,000	1,280,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2026 - 2030

	Department Requested 2026	Mayor 2026	2027	2028	2029	2030	TOTAL
	-	-	-	-	-	-	-
STREETS - EQUIPMENT							
HORIZONTAL GRINDER	1,200,000	-	1,200,000	-	-	-	1,200,000
SEMI TRACTOR	150,000	-	150,000	-	-	-	150,000
F-600 DUMP TRUCK	90,000	-	90,000	-	-	-	90,000
F-600 HOOK TRUCK	110,000	-	110,000	-	-	-	110,000
MOBILE VEHICLE BARRIERS	260,000	260,000	-	-	-	-	260,000
REPLACEMENT RADIOS	-	-	400,000	-	-	-	400,000
PLOW TRUCK - 3	-	-	900,000	945,000	945,000	650,000	3,440,000
PATROL TRUCK w/HOOK-BRINE	-	-	210,000	-	-	-	210,000
PICK-UP CREW CAB w/PLOW	-	-	90,000				90,000
F-600 STAKE BED DUMP/TOMMY GATE	-	-	100,000				100,000
FRONT END LOADER	-	-	350,000				350,000
RUBBER TIRE EXCAVATOR	-	-	-	375,000	-	-	375,000
F-600 STAKE BED	-	-	-	-	90,000	90,000	180,000
TOTAL	1,810,000	260,000	3,600,000	1,320,000	1,035,000	740,000	6,955,000
ENGINEERING - STREETS							
ROADWAY REHABILITATION	3,000,000	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	14,000,000
SUNNY SLOPE - Grange to College	3,700,000	3,700,000	-	-	-	-	3,700,000
GRANGE AVE - Moorland to 124th	-	-	6,110,000	-	-	-	6,110,000
LIGHTING - National Ave	375,000	-	375,000	375,000	375,000	375,000	1,500,000
SUNNY SLOPE - Greenfield to Coldspring	1,170,000	-	1,170,000	875,000	5,650,000	2,500,000	10,195,000
124th STREET - Lincoln to Greenfield	-	-	740,000	-	-	-	740,000
SIDEWALK REPAIR & MAINTENANCE	50,000	50,000	-	50,000	-	-	100,000
GREENFIELD - Brookfield Rd to 124th	-	-	-	-	100,000	100,000	200,000
MOORLAND ROAD - College to Grange	-	-	-	-	1,000,000	-	1,000,000
MOORLAND ROAD - Cleveland to Greenfield	-	-	1,330,000	-	-	-	1,330,000
TOTAL	8,295,000	5,750,000	12,725,000	4,300,000	10,125,000	5,975,000	38,875,000
ENGINEERING - IMPROVEMENTS							
PEDESTRIAN LIGHT POLE MAINTENANCE	50,000	50,000	-	-	-	-	50,000
PARKING LOTS - Public Safety Bldg	1,400,000	-	1,400,000	-	-	-	1,400,000
PARKING LOTS - Malone Park North	400,000	-	400,000	-	-	-	400,000
PARKING LOTS - Valley View Park	-	-	330,000	260,000	-	-	590,000
PARKING LOTS - Calhoun Park	-	-	-	185,000	-	-	185,000
PARKING LOTS - Malone Park Southwest	-	-	-	-	-	650,000	650,000
TOTAL	1,850,000	50,000	2,130,000	445,000	-	650,000	3,275,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2026 - 2030

	Department Requested 2026	Mayor 2026	2027	2028	2029	2030	TOTAL
	-	-	-	-	-	-	-
DEPARTMENT OF COMMUNITY DEVELOPMENT							
MAPLE RIDGE PARK - PLAYGROUND	600,000	600,000	-	-	-	-	600,000
LIONS PARK - MASTER PLAN	-	-	500,000	-	-	-	500,000
MALONE PARK - INFRASTRUCTURE	185,000	185,000	-	-	-	-	185,000
GATEWOOD PARK - MASTER PLAN	60,000	60,000	605,000	-	-	-	665,000
CALHOUN PARK - PARK STRUCTURE	-	-	55,000	890,000	-	-	945,000
VALLEY VIEW PARK - PLAYGROUND	-	-	90,000	900,000	-	-	990,000
REGAL PARK - MASTER PLAN	-	-	-	60,500	605,000	-	665,500
HIGH GROVE PARK - PLAYGROUND	-	-	-	25,000	365,000	-	390,000
PROHEALTH CARE PARK - TRAIL & BRIDGES	-	-	-	20,000	220,000	-	240,000
TOTAL	845,000	845,000	1,250,000	1,895,500	1,190,000	-	5,180,500
DEPARTMENT OF COMMUNITY DEVELOPMENT - BUILDINGS							
HICKORY GROVE - INTERNAL IMPROVEMENTS	180,000	180,000	-	-	-	-	180,000
HISTORIC PARK - WESTON HOUSE REHAB	100,000	85,000	-	-	-	-	85,000
ARC - BALLISTIC FILM COATINGS	111,000	111,000	-	-	-	-	111,000
PUBLIC SAFETY BLDG - RELOCATE IMT	83,000	83,000	-	-	-	-	83,000
ARC - MONUMENT SIGN	75,000	75,000	-	-	-	-	75,000
	549,000	534,000	-	-	-	-	534,000
DEPARTMENT OF COMMUNITY DEVELOPMENT - OTHER							
EMERGENCY MANAGEMENT - F-250 TRUCK	60,000	-	60,000	-	-	-	60,000
EMERGENCY MANAGEMENT - RADIO REPLACEMENTS	1,000,000	1,000,000	1,000,000	1,000,000	-	-	3,000,000
	1,060,000	1,000,000	1,060,000	1,000,000	-	-	3,060,000
DPW GARAGE	850,000	-	850,000	10,000,000	7,000,000	3,000,000	20,850,000
FIRE DEPARTMENT							
AMBULANCE	451,000	-	451,000	496,100	-	540,749	1,487,849
PUMPER-TENDER/ENGINE	1,500,000	1,500,000	1,620,000	-	1,879,200	-	4,999,200
TOTAL	1,951,000	1,500,000	2,071,000	496,100	1,879,200	540,749	6,487,049

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

Hickory Grove

2026 - 2030

	Department Requested 2026	Mayor 2026	2027	2028	2029	2030	TOTAL
	-	-	-	-	-	-	-
HICKORY GROVE - Building Renovation - Phase 3	-	-	200,000	4,000,000	-	-	4,200,000

			BUILDINGS & GROUNDS	
04251300	61477	C2025	HVAC CONTROLS - LIBRARY	50,000
04251300	61319	C2025	FIRE TRAINING TOWER	210,000
04251300	61414	C2025	ROOF REPLACEMENT - FIRE STATION #2	250,000
04251300	61514	C2025	GENERATOR - SAFETY BUILDING	60,000
04251300	61320	C2025	FIRE SUPPRESSION SYSTEM-PUBLIC SA	60,000
			PARKS	
04059100	61221	C2025	16' ROTARY MOWER (2)	75,000
			STREETS - EQUIPMENT	
04056200	61200	C2025	PLOW TRUCK - 2	300,000
04056200	61230	C2025	SHOULDER BOX	90,000
04056200	61213	C2025	ONE TON TRUCK/PLOW & SALTER	110,000
04056200	61231	C2025	TIGER BOOM FLAIL MOWER ATTACHMEN	95,000
04056200	61215	C2025	FUEL STATION RECONSTRUCTION	500,000
			ENGINEERING - STREETS	
04251100	59040	C2025	ROADWAY REHABILITATION	2,000,000
04251100	63028	C2025	SUNNY SLOPE - Grange to College	275,000
04251100	63009	C2025	GRANGE AVE - Moorland to 124th	1,100,000
04251100	63030	C2025	SUNNY SLOPE - Greenfield to Coldspring	575,000
04251100	63029	C2025	MOORLAND ROAD - National to Greenfield	440,000
			ENGINEERING - IMPROVEMENTS	
04251100	63600	C2025	PEDESTRIAN LIGHT POLE MAINTENANCE	50,000
04251100	63601	C2025	SIDEWALK REPAIR & MAINTENANCE	50,000
			DEPARTMENT OF COMMUNITY DEVELOPMENT	
04252900	61136	C2025	LIONS PARK - Pickleball Courts	60,000
04252900	61132	C2025	PARK SHELTER MAINTENANCE	60,000
			DEPARTMENT OF COMMUNITY DEVELOPMENT - BUILD	
04252900	61522	C2025	ARC - BIDIRECTIONAL AMPLIFIER SYSTE	50,000
04252900	61115	C2025	COMMUNITY CENTER - DEMOLITION	400,000
04252900	61510	C2025	CITY HALL - EOC	134,000
			DEPARTMENT OF COMMUNITY DEVELOPMENT - FLEE	
04252900	61521	C2025	RECREATION TRANSIT VAN	90,000
04252900	61103	C2025	HICKORY GROVE - Building Renovation - P	500,000
04252900	61118	C2025	PARK STRUCTURES & TRAIL - MALONE F	3,340,000
				10,924,000

CITY of NEW BERLIN
2026 Budget Summary
Non-Major (Special Revenue and Capital Projects) Funds

	ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
REVENUES						
Taxes -						
Lodging Taxes	239,974	245,337	237,053	32,563	237,053	237,053
Tax Increment	689,121	895,690	925,000	856,228	1,176,664	1,300,000
Intergovernmental revenues -						
Federal Grants	88,551	125,532	24,500	-	14,500	15,000
State Grants	208,719	214,581	18,000	258,413	276,128	144,128
Local Grants	-	-	-	-	-	-
Intergovernmental Agreement	-	-	-	-	-	-
Fines,Forfeitures & Penalties						
Siezed Funds	51,517	137,995	28,000	22,384	35,000	30,000
Public Improvement Revenues						
Development Fees	249,294	223,688	89,000	42,813	68,500	42,500
Public Charges for Services -						
Parks & Recreation	56,414	43,023	37,000	16,851	38,576	39,000
Library	16,540	14,336	7,000	-	-	-
Garbage/Recycling fee	1,779,906	2,171,213	2,171,000	2,173,202	2,173,500	2,282,175
Miscellaneous	20,000	4,977	7,000	12	7,286	7,000
Special Assessment revenues -						
Interest on special assessments	531	108,034	50,000	36,347	40,000	25,000
Commercial Revenues -						
Golf Course Rental	454,273	365,851	225,000	75,000	225,000	250,000
Transportation Impact	-	25,798	-	-	-	-
Cemetery Fees	-	7,200	-	-	-	-
Donations	212,792	221,722	191,500	182,977	211,085	210,500
Interest Income	197,142	252,422	175,100	130,170	217,000	176,000
Total Revenues	4,264,774	5,057,399	4,185,153	3,826,960	4,720,292	4,758,356
EXPENDITURES						
General Government -						
Mayor	-	-	-	-	-	-
Building Maintenance	52,831	78,088	30,140	30,129	30,246	30,140
Tourism	27,904	55,589	125,000	36,829	125,000	134,002
Protection of persons & properties -						
Police department	371,881	195,302	79,500	117,361	160,159	64,500
Fire department	44,027	13,152	15,000	1,583	148,000	17,500
Garbage/Recycling fee	2,098,630	2,177,386	2,148,225	735,127	2,235,494	2,320,725
Park & Recreation	236,756	192,151	206,195	186,128	202,810	209,697
Library	50,874	46,627	25,000	13,819	25,000	15,000
Tax Increment District	7,474,218	633,681	450	450	450	450
Capital Expenditures	201,620	183,039	300,000	125,880	370,000	440,060
Conservation & Development	39,487	180,466	60,900	27,453	27,972	35,900
Total Expenditures	10,598,228	3,755,481	2,990,410	1,274,759	3,325,131	3,267,974
Revenues over Expenditures	(6,333,454)	1,301,918	1,194,743	2,552,201	1,395,161	1,490,382
OTHER FINANCING SOURCES (USES)						
Debt Issue Costs	(150,534)	-	-	-	-	-
Debt Proceeds	9,225,000	-	-	-	-	-
Debt Premium	694,889	-	-	-	-	-
Transfer from General Fund	265,000	240,000	300,000	300,000	300,000	440,060
Transfer to Debt Service Fund	(385,183)	(926,252)	(934,854)	-	(833,471)	(1,380,727)
Transfer to Capital Projects Fund	-	(90,000)	-	-	(100,000)	-
Transfer to General Fund	(135,000)	(135,000)	(135,000)	-	(135,000)	(135,000)
Total Other Financing Sources (Uses)	9,514,172	(911,252)	(769,854)	300,000	(768,471)	(1,075,667)
Net Change in Fund Balance	3,180,718	390,666	424,889	2,852,201	626,690	414,715
Fund Balance - Beginning	7,672,659	10,853,377	11,244,043		11,244,043	11,870,733
Fund Balance - Ending	$ 10,853,377	$ 11,244,043	$ 11,668,932		$ 11,870,733	$ 12,285,448

BUILDING MAINTENANCE FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
22200000	40150	Room Tax (43.75%)	117,053	117,054	117,053	25,327	117,053	117,053
22200000	48040	Donation	1,000	-	-	-	-	-
		Total Revenues	118,053	117,054	117,053	25,327	117,053	117,053
		EXPENDITURES						
22200000	61120	Historic Park	-	11,358	-	-	-	
22200000	54030	R&M Equipment	52,691	66,640	30,000	30,106	30,106	30,000
		Total Expenditures	52,691	77,998	30,000	30,106	30,106	30,000
		Revenues over (under) Expenditures	65,362	39,056	87,053	(4,779)	86,947	87,053
		Net Change in Fund Balance	65,362	39,056	87,053	(4,779)	86,947	87,053
		Fund Balance - Beginning	591,829	657,191			696,247	783,194
		Fund Balance - Ending	$ 657,191	$ 696,247			$ 783,194	$ 870,247

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

TOURISM COMMISSION FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
22210000	40150	Room Tax	122,921	128,283	120,000	7,236	120,000	120,000
		Total Revenues	122,921	128,283	120,000	7,236	120,000	120,000
		EXPENDITURES						
22210000	50020	Salary	6,935	13,683	13,762	8,625	13,762	19,069
22210000	51020	Benefits	1,800	3,917	2,131	2,600	2,131	5,826
22210000	54060	Marketing/Events	6,090	1,185	45,607	1,134	45,607	45,607
22210000	54110	Supplies	1,051	310	5,000	2,444	5,000	5,000
22210000	52100	Admin Charge to City	-	1,283	-	-	-	
22210000	52050	Grant Projects	-	32,961	45,000	9,925	45,000	45,000
22210000	54300	Conference/seminar/training	2,096	783	5,000	-	5,000	5,000
22210000	54390	Special Projects	9,500	999	-	119	-	
22210000	54520	Internet Expense	432	468	8,500	11,982	8,500	8,500
		Total Expenditures	27,904	55,589	125,000	36,829	125,000	134,002
		Net Change in Fund Balance	95,017	72,694	(5,000)	(29,593)	(5,000)	(14,002)
		Fund Balance - Beginning	164,522	259,539			332,233	327,233
		Fund Balance - Ending	$ 259,539	$ 332,233			$ 327,233	$ 313,231

*** Approved by the Tourism Commission at the 8/13/25 meeting**

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

RECREATION CENTER			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
21151000	48040	Donations	-	2,775	-	500	500	-
21151000	48041	Sponsorships	1,200	30,000	30,000	30,000	30,000	30,000
		Total Revenues	1,200	32,775	30,000	30,500	30,500	30,000
		EXPENDITURES						
21151000	55080	Program Supplies	4,442	11,091	-	6,517	6,517	-
21151000	59010	Equipment	57,120	6,505	20,000	-	-	20,000
		Total Expenditures	61,562	17,596	20,000	6,517	6,517	20,000
		Net Change in Fund Balance	(60,362)	15,179	10,000	23,983	23,983	10,000
		Fund Balance - Beginning	67,733	7,371			22,550	46,533
		Fund Balance - Ending	$ 7,371	$ 22,550			$ 46,533	$ 56,533

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

PARK & OPEN SPACE			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
21110000	45020	Subdivider's Fees	65,147	124,006	40,000	28,333	50,000	25,000
21110000	47000	Interest Income	56,560	70,447	50,000	33,639	60,000	50,000
		Total Revenues	121,707	194,453	90,000	61,972	110,000	75,000
		EXPENDITURES						
21110000	59070	Park Improvement	-	-	-	-	70,000	-
21110000	61123	Park Land	-	-	-	-	-	-
		Total Expenditures	-	-	-	-	70,000	-
		Revenues over (under) Expenditures	121,707	194,453	90,000	61,972	40,000	75,000
		Net Change in Fund Balance	121,707	194,453	90,000	61,972	40,000	75,000
		Fund Balance - Beginning	1,266,686	1,388,393			1,582,846	1,622,846
		Fund Balance - Ending	$ 1,388,393	$ 1,582,846			$ 1,622,846	$ 1,697,846

IMPACT FEES			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
22186500	45040	Library	3,080	10,923	2,000	1,694	2,000	2,000
22186500	47000	Library - Interest Income	252	472	200	311	500	500
22186900	45040	Parks	2,840	9,219	2,000	1,562	2,000	2,000
22186900	47000	Parks - Interest	2,134	2,448	1,800	1,363	1,800	1,800
22187000	45040	Fire Dept	4,077	14,708	3,000	3,114	3,500	3,500
22187000	47000	Fire Dept - Interest	684	730	600	429	700	700
		Total Revenues	13,067	38,500	9,600	8,473	10,500	10,500
		OTHER FINANCING SOURCES (USES)						
22186500	57030	Transfer to Debt Service Fund	-	(5,000)	(5,000)	-	(5,000)	(5,000)
22187000	57030	Transfer to Debt Service Fund	(10,000)	(5,000)	(5,000)	-	(5,000)	(5,000)
		Total Other Financing Sources (Uses)	(10,000)	(10,000)	(10,000)	-	(10,000)	(10,000)
		Net Change in Fund Balance	3,067	28,500	(400)	8,473	500	500
		Fund Balance - Beginning	65,520	68,587			97,087	97,587
		Fund Balance - Ending	$ 68,587	$ 97,087			$ 97,587	$ 98,087

TAX INCREMENT DISTRICT #3, 4 & 5			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
20350000	40120	Tax Increment	689,121	895,690	925,000	856,228	1,176,664	1,300,000
20350000	41047	PP Aid - WI Act 12				126,128	126,128	126,128
20350000	47000	Administration Fee	-	-	-	-	-	-
20350000	47000	Interest Income	531	108,034	50,000	36,347	40,000	25,000
		Total Revenues	689,652	1,003,724	975,000	1,018,703	1,342,792	1,451,128
		EXPENDITURES						
20350000	52030	Contracted Services	60,107	2,607	-	-	-	
20350000	52010	Professional Fee	300	450	450	450	450	450
20350000	59040	Road-TIF district	7,413,811	630,624	-	-	-	
		Total Expenditures	7,474,218	633,681	450	450	450	450
		Revenues over (under) Expenditures	(6,784,566)	370,043	974,550	1,018,253	1,342,342	1,450,678
		OTHER FINANCING SOURCES (USES)						
20350000	49505	Bond Proceeds	9,225,000	-	-	-	-	-
20350000	60000	Bond Issue Costs	(150,534)	-	-	-	-	-
20350000	49501	Bond Premium	694,889	-	-	-	-	-
20350000	57030	Transfer to Debt Service Fund	(273,683)	(819,252)	(827,479)	-	(726,096)	(1,180,790)
20350000	57040	Transfer to General Fund	-	-	-	-	-	-
		Total Other Financing Sources (Uses)	9,495,672	(819,252)	(827,479)	-	(726,096)	(1,180,790)
		Net Change in Fund Balance	2,711,106	(449,209)	147,071	1,018,253	616,246	269,888
		Fund Balance - Beginning	(538,374)	2,172,732			1,723,523	2,339,769
		Fund Balance - Ending	$ 2,172,732	$ 1,723,523			$ 2,339,769	$ 2,609,657

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

LANDSCAPE FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
26420000	48040	Donation/Fee	156,300	44,595	30,000	-	-	-
		Total Revenues	156,300	44,595	30,000	-	-	-
		EXPENDITURES						
26420000	59020	Land Improvements	13,802	174,605	35,000	27,072	27,072	35,000
		Total Other Financing Sources (Uses)	13,802	174,605	35,000	27,072	27,072	35,000
		Net Change in Fund Balance	142,498	(130,010)	(5,000)	(27,072)	(27,072)	(35,000)
		Fund Balance - Beginning	503,442	645,940			515,930	488,858
		Fund Balance - Ending	$ 645,940	$ 515,930			$ 488,858	$ 453,858

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

NB CENTRE CEMETERY FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
22186700	43400	Sale of Plots	-	7,200	-	-	-	-
		Total Revenues	-	7,200	-	-	-	-
		EXPENDITURES						
22186700	53020	Water/sewer	140	90	140	23	140	140
		Total Other Financing Sources (Uses)	90	90	140	23	140	140
		Net Change in Fund Balance	(90)	7,110	(140)	(23)	(140)	(140)
		Fund Balance - Beginning	7,068	6,978			14,088	13,948
		Fund Balance - Ending	$ 6,978	$ 14,088			$ 13,948	$ 13,808

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

SEWER RCA			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
26310000	47000	Interest Income	80,394	85,282	75,000	42,140	75,000	75,000
		Total Revenues	80,394	85,282	75,000	42,140	75,000	75,000
		OTHER FINANCING SOURCES (USES)						
26310000	57060	Transfer to Sewer Utility	-	-	-	-	-	-
		Total Other Financing Sources (Uses)	-	-	-	-	-	-
		Net Change in Fund Balance	80,394	85,282	75,000	42,140	75,000	75,000
		Fund Balance - Beginning	1,832,552	1,912,946			1,998,228	2,073,228
		Fund Balance - Ending	$ 1,912,946	$ 1,998,228			$ 2,073,228	$ 2,148,228

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

GOLF COURSE			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
21100000	48030	Golf Course Revenue	454,273	365,851	225,000	75,000	225,000	250,000
21100000	47000	Interest Income	15,404	35,169	20,000	15,769	25,000	20,000
		Total Revenues	469,677	401,020	245,000	90,769	250,000	270,000
		EXPENDITURES						
21100000	53020	Water/Sewer/Stormwater	1,032	1,032	1,200	258	1,200	1,200
		Total Expenditures	1,032	1,032	1,200	258	1,200	1,200
		Revenues over Expenditures	468,645	399,988	243,800	90,511	248,800	268,800
		OTHER FINANCING SOURCES (USES)						
21100000	57030	Transfer to Debt Service Fund	(101,500)	(97,000)	(97,375)	-	(97,375)	-
21100000	57040	Transfer to General Fund	(135,000)	(135,000)	(135,000)	-	(135,000)	(135,000)
		Total Other Financing Sources (Uses)	(236,500)	(232,000)	(232,375)	-	(232,375)	(135,000)
		Net Change in Fund Balance	232,145	167,988	11,425	90,511	16,425	133,800
		Fund Balance - Beginning	310,463	542,608			710,596	727,021
		Fund Balance - Ending	$ 542,608	$ 710,596			$ 727,021	$ 860,821

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

GARBAGE/RECYCLING FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
26300000	48050	Garbage Fee	1,779,906	2,171,213	2,171,000	2,173,202	2,173,500	2,282,175
		Total Revenues	1,779,906	2,171,213	2,171,000	2,173,202	2,173,500	2,282,175
		EXPENDITURES						
26300000	52100	City administrative fee	144,725	144,725	144,725		144,725	144,725
26300000	53030	Waste Disposal	7,378	7,278	8,500	2,563	10,252	11,000
26300000	52030	Garbage Contract	1,946,527	2,025,383	1,995,000	732,564	2,080,517	2,165,000
		Total Expenditures	2,098,630	2,177,386	2,148,225	735,127	2,235,494	2,320,725
		Net Change in Fund Balance	(318,724)	(6,173)	22,775	1,438,075	(61,994)	(38,550)
		Fund Balance - Beginning	1,202,553	883,829			877,656	815,662
		Fund Balance - Ending	$ 883,829	$ 877,656			$ 815,662	$ 777,112

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

FOURTH of JULY			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
21120000	41000	Grant	2,500	7,000	4,500	-	4,500	5,000
21120000	48000	Misc General Revenue		507	7,000	-	7,286	7,000
21120000	48040	Donations/Fees	102,201	77,686	90,000	86,425	89,425	112,000
21120000	48070	Carnival Proceeds	17,353	8,750	9,000	4,500	11,619	10,000
21120000	48072	Charities	14,324	22,955	22,000	-	16,500	24,000
21120000	48071	Booth/Vendor Fee	21,516	15,200	13,000	4,750	11,957	14,000
		Total Revenues	157,894	132,098	145,500	95,675	141,287	172,000
		EXPENDITURES						
21120000	52011	Parade	20,752	10,135	13,000	14,055	14,155	13,000
21120000	52030	Entertainment	48,806	65,854	45,000	50,215	52,335	50,000
21120000	52035	Fireworks/Drone show	35,000	40,000	65,000	70,000	70,000	65,000
21120000	54010	Grounds Maintenance		-	1,000		-	1,000
########	#####	Electricity/Water					435	-
21120000	53030	Waste Disposal	10,020	9,770	12,000	10,645	10,645	12,000
21120000	53040	Telephone/Cell Phone	543	543	600	227	600	600
21120000	54060	Printing/Advertising	28	138	250	-	-	250
21120000	52030	Tent Rental	20,780	23,484	17,916	22,034	20,927	19,918
21120000	54110	Supplies	8,444	7,604	8,000	7,731	9,167	9,000
########	#####	Office Supplies	433	308	1,000	49	200	1,000
21120000	54270	Membership Dues	100	-	100	-	100	100
		Total Expenditures	144,906	157,836	163,866	174,956	178,564	171,868
		Net Change in Fund Balance	12,988	(25,738)	(18,366)	(79,281)	(37,277)	132
		Fund Balance - Beginning	146,037	159,025			133,287	96,010
		Fund Balance - Ending	$ 159,025	$ 133,287			$ 96,010	$ 96,142

*** Approved by the Fourth of July Commission at the 8/27/25 meeting**

CONCESSION STAND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
21130000	48020	Concession Revenue	17,545	19,073	15,000	7,601	15,000	15,000
		Total Revenues	17,545	19,073	15,000	7,601	15,000	15,000
		EXPENDITURES						
21130000	50020	Salary - Attendants	4,335	3,926	4,300	1,714	4,300	4,300
21130000	51020	FICA	332	300	329	131	329	329
21130000	54130	Other Supplies/expense	13,594	8,288	9,500	2,532	8,900	9,000
		Total Expenditures	18,261	12,514	14,129	4,377	13,529	13,629
		Net Change in Fund Balance	(716)	6,559	871	3,224	1,471	1,371
		Fund Balance - Beginning	17,814	17,098			23,657	25,128
		Fund Balance - Ending	$ 17,098	$ 23,657			$ 25,128	$ 26,499

PARKS			ACTUAL 2022	ACTUAL 2023	2024 BUDGET	6 MOS. 2024	ESTIMATED TOTAL 2024	2025 Proposed
		REVENUES						
21150000	48040	Recreation Reserve-Donations/Sponsorsl	59	3,079	5,000	210	500	500
21140000	48040	Park Reserve - Donations	7,356	2,140	1,000	2,500	2,500	2,500
		Total Revenues	7,415	5,219	6,000	2,710	3,000	3,000
		EXPENDITURES						
21150000	55080	Recreation Reserve-Donations/Sponsorsl	2,200	208	5,000	-	500	500
21140000	59070	Park Reserve	8,795	2,965	2,000	20	2,500	2,500
		Total Expenditures	10,995	3,173	7,000	20	3,000	3,000
		Net Change in Fund Balance	(3,580)	2,046	(1,000)	2,690	-	-
		Fund Balance - Beginning	24,919	21,339			23,385	23,385
		Fund Balance - Ending	$ 21,339	$ 23,385			$ 23,385	$ 23,385

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

POLICE				ACTUAL 2022	ACTUAL 2023	2024 BUDGET	6 MOS. 2024	ESTIMATED TOTAL 2024	2025 Proposed
			REVENUES						
23230000	48040	21	Crime Prevention - Donations	16,277	20,456	12,000	3,781	8,000	12,000
23230000	48040	22	Police Dog Donation	5,709	3,293	2,500	1,901	2,500	2,500
23230000	48040	23,28	Equipment - Donations	7,709	7,270	3,000	21,528	24,000	4,000
23230000	48040	24,27	Police Department - Donations		4,500	2,000	1,363	2,000	2,000
23230000	41010	26	Grants - State	10,560	15,840	10,000	-	10,000	10,000
23240000	44270		Locally Seized Funds	9,216	34,075	8,000	-	5,000	5,000
23250000	44270		Federally Seized Funds - Intergov't	42,301	103,920	20,000	22,384	30,000	25,000
23250000	47000		Federally Seized Funds - Interest	2,667	3,924	2,500	2,645	4,000	3,000
			Total Revenues	94,439	193,278	60,000	53,602	85,500	63,500
			EXPENDITURES						
23230000	54110	21	Crime Prevention - Supplies	24,459	29,990	12,000	6,712	8,000	12,000
23230000	54110	22	Police Dog Donation	18,276	79	2,500	-	-	-
23230000	54110	23,28	Equipment - Supplies	2,300	1,920	3,000	2,329	3,000	3,000
23230000	54110	24,27	Police Department - Supplies	-	2,350	-	249	500	500
23230000	54330	26	Police Grant-Training	6,693	4,619	10,000	-	10,000	10,000
23230000	59010	23	Equipment - Police Department Equipmei	8,157		-	21,528	24,000	4,000
23240000	54110		Locally Siezed Funds	8,707	33,559	17,000	4,037	5,000	5,000
23250000	59010		Equipment	16,538	13,053	10,000		-	-
23250000	54110		Federally Seized Funds -	14,737	14,752	5,000	80,140	85,000	20,000
			Total Expenditures	99,867	100,322	59,500	114,995	135,500	54,500
			Net Change in Fund Balance	(5,428)	92,956	500	(61,393)	(50,000)	9,000
			Fund Balance - Beginning	177,466	172,038			264,994	214,994
			Fund Balance - Ending	$ 172,038	$ 264,994			$ 214,994	$ 223,994

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

FIRE			ACTUAL 2022	ACTUAL 2023	2024 BUDGET	6 MOS. 2024	ESTIMATED TOTAL 2024	2025 Proposed
		REVENUES						
24260000	41010	State EMS Fund-Grant	12,195	8,804	8,000	132,285	140,000	8,000
24270000	48040	Equipment donations	10,025	12,012	1,000	2,160	2,160	1,000
24280000	48040	Misc/Candy Hunt	6,610	7,091	5,000	7,971	8,000	5,000
		Total Revenues	28,830	27,907	14,000	142,416	150,160	14,000
		EXPENDITURES						
24260000	54330	Training Expense	19,929	-	8,000	-	8,000	8,000
24260000	54521	Software/Technology	-	-	-	-	130,000	-
24270000	59010	Equipment donations	14,125	5,479	2,000	836	2,000	2,000
26290000	54040	Training tower	1,433	-	-		-	-
24280000	54110	Misc/Candy Hunt	8,540	7,673	5,000	747	8,000	7,500
		Total Expenditures	44,027	13,152	15,000	1,583	148,000	17,500
		Net Change in Fund Balance	(15,197)	14,755	(1,000)	140,833	2,160	(3,500)
		Fund Balance - Beginning	66,269	51,072			65,827	67,987
		Fund Balance - Ending	$ 51,072	$ 65,827			$ 67,987	$ 64,487

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

MAYOR			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
25360000	48000	Logo Shop sales	-	-	-	12	-	-
25360000	48040	Donations	-	-	-	-	-	-
		Total Revenues	-	-	-	12	-	-
		EXPENDITURES						
25360000	48040	Donations	-	-	-	-	-	-
25360000	54110	Supplies	-	-	-	-	-	-
		Total Expenditures	-	-	-	-	-	-
		Net Change in Fund Balance	-	-	-	12	-	-
		Fund Balance - Beginning	2,239	2,239			2,239	2,239
		Fund Balance - Ending	$ 2,239	$ 2,239			$ 2,239	$ 2,239

TECHNOLOGY FEE FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
22190000	44350	Technology fees	17,850	20,237	12,000	8,110	11,000	10,000
		Total Revenues	17,850	20,237	12,000	8,110	11,000	10,000
		EXPENDITURES						
22190000	54030	Maintenance Contract	-	900	900	381	900	900
22190000	59010	Equipment	25,685	4,961	25,000	-	-	-
		Total Expenditures	25,685	5,861	25,900	381	900	900
		Net Change in Fund Balance	(7,835)	14,376	(13,900)	7,729	10,100	9,100
		Fund Balance - Beginning	43,618	35,783			50,159	60,259
		Fund Balance - Ending	$ 35,783	$ 50,159			$ 60,259	$ 69,359

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

LIBRARY				ACTUAL 2022	ACTUAL 2023	2024 BUDGET	6 MOS. 2024	ESTIMATED TOTAL 2024	2025 Proposed
			REVENUES						
22810000	48040		Donations	15,940	14,336	7,000	-		
22810000	48040	FOL	Donations - FOL	40,322	28,465	18,000	24,638	25,000	15,000
22810000	41020		Grants-local	600	-	-	-	-	-
			Total Revenues	56,862	42,801	25,000	24,638	25,000	15,000
			EXPENDITURES						
22810000	54110		Supplies	17,896	94	-	171	-	-
22810000	54110	FOL	Supplies	32,964	25,445	-	2,480	-	-
22810000	54230	FOL	Books/Pamphlets - FOL	-	1,510	-	282	-	-
22810000	55095	FOL	Programs - Young - FOL	14	9,346	-	3,391	-	-
22810000	55100		Programs - Juvenile	-	-	-	352	-	-
22810000	55100	FOL	Programs - Adult - FOL	-	650	25,000	7,143	25,000	15,000
22810000	59010	FOL	Equipment - FOL	-	9,582	-	-	-	-
			Total Expenditures	50,874	46,627	25,000	13,819	25,000	15,000
			Net Change in Fund Balance	5,988	(3,826)	-	10,819	-	-
			Fund Balance - Beginning	63,965	69,953			66,127	66,127
			Fund Balance - Ending	$ 69,953	$ 66,127			$ 66,127	$ 66,127

CITY of NEW BERLIN
2026 BUDGET
NON-MAJOR (SPECIAL REVENUE AND CAPITAL PROJECTS) FUNDS

GRANT FUND			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
56340000	41000	Grant	86,051	118,532	20,000	-	10,000	10,000
56340000	41010	Grants-State	185,964	-	-	-	-	-
56340000	48040	Donations	-	-	-	-	-	-
		Total Revenues	272,015	118,532	20,000	-	10,000	10,000
		EXPENDITURES						
56340000	52080	Audit Fees	-	12,500	-	2,366	12,500	-
56340000	52050	Grant Projects	177,670	2,500	-	-	-	-
56340000	54110	Supplies	-	-	20,000	-	-	-
56340000	59010	Equipment	94,344	79,980	-	-	12,159	10,000
		Total Expenditures	272,014	94,980	20,000	2,366	24,659	10,000
		Net Change in Fund Balance	1	23,552	-	(2,366)	(14,659)	-
		Fund Balance - Beginning	1,106	1,107			24,659	10,000
		Fund Balance - Ending	$ 1,107	$ 24,659			$ 10,000	$ 10,000

Capital Projects - Equipment Fund				ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
			REVENUES						
04010100	43400	CMISC	Sale of Property	-	189,937	-	-	-	-
04010600	47000	CMISC	Interest Income	39,047	53,950	25,000	33,874	50,000	25,000
04050500	45040	CMISC	Transportation Impact	-	25,798	-	-	-	-
04050500	48000	CMISC	Cost Share	-	1,502	-	-	-	-
04010500	44062	CMISC	Claim Settlement	-	-	-	-	-	-
			Total Revenues	39,047	271,187	25,000	33,874	50,000	25,000
			EXPENDITURES						
04050500	60001	CMISC	Arbitrage Expense	4,250	4,250	-	-	-	-
			Total Expenditures	4,250	4,250	-	-	-	-
			OTHER FINANCING SOURCES (USES)						
04011600	57050	CMISC	Intrafund Transfer - Capital Projects	-	(90,000)	-	-	(100,000)	-
04011600	57030	CMISC	Transfer to Debt Service Fund	-	-	-	-	-	(189,937)
			Total Other Financing Sources (Uses)	-	(90,000)	-	-	(100,000)	(189,937)
			Net Change in Fund Balance	34,797	176,937	25,000	33,874	(50,000)	(164,937)
			Fund Balance - Beginning	890,615	925,412			1,102,349	1,052,349
			Fund Balance - Ending	$ 925,412	$ 1,102,349			$ 1,052,349	$ 887,412

EQUIPMENT REPLACEMENT FUND

			ACTUAL 2023	ACTUAL 2024	2025 BUDGET	6 MOS. 2025	ESTIMATED TOTAL 2025	2026 Proposed
		REVENUES						
21160000	44333	Sale of Equipment	20,000	2,968	-	-	-	-
		Total Revenues	20,000	2,968	-	-	-	-
		EXPENDITURES						
21160000	54030	Maintenance Contract	38,900	16,222	-	11,445	11,445	95,060
21160000	54120	Office Supplies	-	3,627	-	1,819	1,819	-
21160000	54521	Software/Technology	2,400	24,700	-	2,859	2,859	296,500
21160000	59010	Equipment	156,040	61,738	300,000	-	174,120	41,000
21160000	59050	Vehicles			-	57,166	57,166	-
21160000	59070	Park Improvement	-	15,127	-	-	-	7,500
21160000	61221	Mower	-	22,288	-	20,860	20,860	-
21160000	61118	Malone Park	-	13,293	-	-	-	-
21160000	61400	EM Warning siren cabinets	-	21,794	-	31,731	31,731	-
21160000	61712	GPR Cemetery	30	-	-	-	-	-
		Total Expenditures	197,370	178,789	300,000	125,880	300,000	440,060
		OTHER FINANCING SOURCES (USES)						
21160000	49066	Transfer from General Fund	265,000	240,000	300,000	300,000	300,000	440,060
		Total Other Financing Sources (Uses)	265,000	240,000	300,000	300,000	300,000	440,060
		Net Change in Fund Balance	87,630	64,179	-	174,120	-	-
		Fund Balance - Beginning	351,679	439,309			503,488	503,488
		Fund Balance - Ending	$ 439,309	$ 503,488			$ 503,488	$ 503,488

*** Approved at the 11/18/25 common council meeting**

STATE OF WISCONSIN　　WAUKESHA COUNTY　　CITY OF NEW BERLIN

Resolution No. 2025-26

A RESOLUTION FOR NOMINATION AND APPOINTMENT OF ELECTION OFFICIALS BY THE MAYOR OF THE CITY OF NEW BERLIN

WHEREAS, State Statute 7.30 (4) provides for the nomination of Election Inspectors/Officials for each polling place by the Mayor to the governing body no later than their last regular meeting in December of each odd-numbered year; and

WHEREAS, the Common Council of the City of New Berlin is required to act upon said nominations and appoint Election Inspectors/Officials for a two-year term.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of New Berlin hereby confirms and appoints the attached nominees as Election Inspectors/Officials for the City of New Berlin, with said term commencing January 1, 2026, and expiring December 31, 2027.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that I, Dave Ament, Mayor of the City of New Berlin, do hereby nominate to the Common Council the persons listed in Exhibit A to serve as Election Inspectors/Officials in the election wards of the City of New Berlin for the 2026-2027 term.

Passed and adopted by the Common Council this 9th day of December 2025.

APPROVED:

____
Mayor Dave Ament

Countersigned/Certified:

____
Rubina R. Medina, City Clerk

2026-27 Election Cycle - Election Officials

Last Name	First Name	Party
Anderson	Sharon	N/A
Andress	Sandra	N/A
Araujo	André	N/A
Barbieri	Cindy	N/A
Behring	Kimberly	N/A
Bergmann	Linda	D
Blei	Anita	N/A
Boie	Luann	N/A
Bokerman	Martha	N/A
Braza	Diane	N/A
Brochhausen	Nancy	NA
Bruders	Jennifer	N/A
Buban	Tim	D
Buer	Kathryn	N/A
Burant	Lisa	N/A
Burckle	Richard	R
Campbell	William	N/A
Casper	Janice	D
Cavanaugh	Gregory	N/A
Chartier	Mike	D
Chesky	Bonnie	N/A
Chojnacki	Thomas	N/A
Collier	Ellen	D
Conley	Mike	N/A
Conley	Carolyn	N/A
Cook	Judith	N/A
Cooper	Randy	D
Cronin	Gail	N/A
Cronin	James	N/A
Dolezal	Sheryl	N/A
Drzewiecki	Sarah	N/A
Easter	Kathy	N/A
Edmundson	Rip	N/A
Edmundson	Mary	N/A
Ehrlich	Guenter	N/A
Eirich	Terri	N/A
Ellis	Lori	R
Eng	Lena	N/A
Faherty	Camille	D
Fendrick	Mark	R
Fiedler	Darryl	N/A

Finn	Jayne	N/A
Flaugher	Wayne	D
Flores	Barbara	N/A
Foren	Ty	N/A
Fredrick	Jonathan	N/A
Friedbacher	Sally	N/A
Fuller	Sharon	N/A
Ganzer	Patricia	D
Genthe	Denise	N/A
Gerlach	Constance	N/A
Gillard	Deborah	N/A
Grantz	Regina	D
Greenlees	Pati	N/A
Grosskreutz	Sandra	N/A
Hermann	Jan	D
Holzhauer	Julie	N/A
Homan	Mary Beth	R
Huber	Peg	N/A
Hustoft	Samantha	N/A
Jamieson	Donna	R
Jamieson	Ed	R
Jaworski	Cheryl	N/A
Jorns	Julie	N/A
June	Robert	N/A
Jungbluth	Kathy	N/A
Jungbluth	Alan	N/A
Kabara	Paula	N/A
Kelly	Moira	R
King	Pamela	N/A
Knackert	Pamela	R
Knoerr	Kelley	N/A
Koenig	Monte	R
Koranda	Mary	N/A
Kramer	John	N/A
Kuglitsch	Annette	R
Leffelman	Alex	D
Lockwood	Larry	N/A
Loppnow	Cynthia	N/A
Lyman	Diane	R
Maas	Evonne	R
Mackay	Kerry	D
Mackay	Therese	D
Maertz	William	N/A
Marchetti	Lee	D

Mason	Mark	R
Matthews	Marybeth	N/A
Mewes	Jean	R
Meyer	Christine	N/A
Meyer	Marc	R
Moths	Virginia	R
Moths	Bruce	N/A
Mundstock	Patricia	N/A
Murack	Edward	R
Murawski	Karen	N/A
Nieland	Thomas	R
Nogalski	Judith	N/A
Olson	Christine	N/A
Palmer	Linda	N/A
Perrin	John	N/A
Peterson	Matthew	N/A
Pollen	Gregory	N/A
Pomerenke	Patricia	N/A
Poznick	Diane	N/A
Pray	Maggie	N/A
Quint-Sweet	Kim	N/A
Randall	Therese	N/A
Rebatzke	Dana	N/A
Reger	Kevin	N/A
Rettig	Kathryn	N/A
Robertson	Hilary	R
Romano	Beth	R
Romanowich	Bonnie	R
San Felipe	Julie	D
Sangsland	Valorie	R
Scaife	Susan	N/A
Schlais	Karen	D
Schmidt	Mary	D
Schulteis	Wendy	D
Sexton	Edward	N/A
Shadof	Sue	N/A
Shaver	Jason	N/A
Shields	Sharon	N/A
Simons	Karen	N/A
Smith	Gregory	R
Smyczek	Anthony	N/A
Sobczak	Cheryl	N/A
Sobczak	Paul	N/A
Spence	Glen	N/A

Stadler	Ann	N/A
Standridge	David	N/A
Stelpflug	Diane	R
Stigler	Cynthia	D
Stopczynski	Richard	N/A
Stopczynski	Kathleen	N/A
Strasse	Ann	N/A
Straub	Elizabeth	N/A
Szolwinski	Richard	N/A
Tatera	Mary	R
Taticek	Robert	N/A
Theys	Robert	N/A
Thompson	Sharon	N/A
Trost	Sue	N/A
Turk	Wendy	D
Ulatowski	Jacob	N/A
Van Aacken	Peter	N/A
Vande Zande	Tom	N/A
Vara	Carmine	N/A
Vara	Terry	N/A
Vogel	Patricia	N/A
Ward	Ann Herrera	N/A
Weidman	Robert	N/A
Whaley	William	N/A
Wild	Paul	R
Willkomm	Robert	R
Witt	Patricia	N/A
Zahorik	George	R
Zaniewski	David	N/A

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REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Greg Kessler, Director of Community Development

DATE: December 9, 2025

ISSUE: Dianne Keller (Trustee) has filed a petition to rezone the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 to A-2, R-1/R-2 and C-1.

REQUESTED: Recommend to the Common Council that a public hearing be set for **January 7, 2026** at 6:00 PM to be held before the Plan Commission to rezone the property located at 3820 S. Woelfel Road (Tax Key #: 1216.991.003) from A-1 and C-1 **to** A-2, R-1/R-2 and C-1.

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. These recommendations shall be forwarded to the Common Council for final action.

Per Zoning Code Section 275-20I, Dianne Keller (Trustee) has simultaneously filed a 3-Lot CSM.

Timeline: Landmark Process for Luthi Family Barn

July 31, 2008 – The Landmarks Commission votes to approve landmark status for the Luthi Family Barn. Minutes note that the matter will be referred to the Council at their next meeting.

August 12, 2008 – The City Council approves the Luthi Family Barn as a City of New Berlin historic landmark.

November 20, 2008 – The Landmarks Commission votes to approved funds for a bronze plaque recognizing the Luthi Family Barn as an historic landmark.

February 19, 2009 – Alderman Seidl tells the **Landmarks Commission** that they must proceed with the proper protocol to designate the Luthi Family Barn as a historic landmark.

May 21, 2009 – A public hearing is held. **The Landmarks Commission** votes to designate Luthi Family Barn as historic landmark. The minutes note that the matter will be on the agenda for the next meeting of the **City Council.**

The date listed on the City's website for **City Council** approval of landmark status of the Luthi Family Barn is ***August 12, 2008***, before the public hearing was held. The **City Council's** approval of is in the minutes posted on for that date.

June 18, 2009 – It is announced at the **Landmarks Commission** meeting that the **City Council** approved the property for status as historic landmark.

August 27, 2009 – The Landmarks Commission held a celebration recognizing the Luthi Barn as an official historic landmark.