



Common Council Meeting Agenda

January 27, 2026 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 1/23/2026

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. January 13, 2026, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

A. A claim submitted by Gary and Terri Benash was received by the City Clerk and forwarded to the City Attorney for review. No Action.

7. BOARD OF PUBLIC WORKS

A. Discussion and possible recommendation to the Common Council to approve a Two-Party agreement with Waukesha County for the reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue), subject to final review as to form by the City Attorney and final plans on file.

Suggested Motion: *"I move to approve a Two-Party Construction Agreement for Reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue), subject to final review as to form by the City Attorney and final plans on file. This item was approved unanimously by the Board of Public Works on January 19, 2026."*

8. PARKS, BUILDINGS & GROUNDS COMMISSION

A. UA-2600052 Matt Anderson on behalf of Matty's Bar and Grill - 5851 S. Sunny Slope Road - Temporary Use Approval for Matty's Bar and Grill to utilize the parking lot at the New Berlin Athletic Complex for overflow parking.

Suggested Motion: *"I move to approve the Temporary Use Approval for Matty's Bar and Grill to utilize the parking lot at the New Berlin Athletic Complex for overflow parking, as outlined in the agenda packet and approved unanimously by the Parks, Buildings & Grounds Commission on January 12, 2026."*

9. SAFETY COMMISSION

- A. 26-1:** A resident has requested consideration of “No Parking” signs on the west side of 124th Street, north of Beloit Road, due to hazards created from vehicles exiting the Varsity Club parking lot.

Suggested Motion: “I move to approve the addition of two ‘No Parking’ signs on 124th Street to be installed on the west side of the road, between the south side of the driveway for 4387 S. 124th Street and the north side of The Varsity Club parking lot. This was unanimously approved by the Safety Commission on January 14, 2026.”

10. SAFETY SATURDAY

- A.** Discussion and possible action on a recommendation to the Common Council to amend the Safety Saturday Committee By-Laws

Suggested Motion: “I move to approve amending the Safety Saturday Committee Bylaws to change the regular meeting date to the second Monday of each month from January through June, or as needed, and to require that the election of Committee officers be held in January of each year, as unanimously approved by the Safety Saturday Committee on January 12, 2026.”

11. DEFERRED, REFERRED & TABLED ITEMS

12. ITEMS REMOVED FROM CONSENT AGENDA, if any

13. 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.

14. MINUTES

- A.** January 13, 2026 Committee of the Whole Meeting Minutes

15. UTILITY & FINANCE

- A.** Discussion and possible recommendation to the Common Council to approve Utility and Finance claims for checks dated January 28, 2026, including Water Utility claims in the amount of \$4,873.42 for 2025 invoices and \$113,412.88 for 2026 invoices; Sewer Utility claims in the amount of \$32,204.71 for 2025 invoices and \$387.06 for 2026 invoices; and General City claims in the amount of \$1,099,862.97 for 2025 invoices and \$512,835.61 for 2026 invoices

16. MISCELLANEOUS

- A.** Discussion and possible recommendation to the Common Council regarding Ordinance No. 2717, amending Section 152-22 of the Municipal Code of the City of New Berlin relating to Secondhand Article Dealers
- B.** Discussion and possible recommendation to the Common Council to approve a lease agreement with Stigler Farms, LLC to farm 14 acres of City-owned land for the 2026 and 2027 growing seasons for the property located approximately at 20425 W. Coffee Road (Tax Key #: 1219.088)
- C.** Discussion and possible recommendation to the Common Council to approve the Homeland Security Investigations (HSI) Task Force Officer memorandum of Understanding
- D.** Discussion and possible recommendation to the Common Council to approve the change from a Part-Time Parks Office Coordinator to a Full-Time Parks Office Coordinator

- E. Discussion and possible recommendation to the Common Council to approve Resolution 2026-02 reallocating Library budget funds from the Maintenance Contract account to Library Materials in the amount of \$775

17. END CONSENT AGENDA

18. 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

January 13, 2026 - 6:05 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.

The Mayor read the rules governing the Privilege of the Floor and invited any members of the public who wished to speak to come forward. Privilege of the Floor was opened at 6:11 p.m. Multiple individuals addressed the Common Council during this time. The Council and Mayor extended the Privilege of the Floor as needed to allow all individuals who wished to speak the opportunity to be heard. Privilege of the Floor closed at 7:39 p.m.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 7:40 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 Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

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 the open meetings law.

4. APPROVAL OF MINUTES

A. December 9, 2025, Common Council Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson La Fever
Second by: Alderperson Stribl
Motion Passed 7-0

5. REPORTS

A. City Clerk

The City Clerk, Rubina R. Medina, stated that no primary election was needed on February 17th in the City of New Berlin. The next election will be the Spring Election, held on April 7th.

B. Council President

No Report.

C. Mayor

No Report.

6. **COMMUNICATIONS**

7. **PLAN COMMISSION**

A. Discussion and possible recommendation to the Common Council to approve (4) GK/NJ LD-2502142 Patrick Vanderburgh with Milwaukee Rescue Mission - New Journey House - 5295 S. Moorland Road (Tax Key #'s: 1260.998.001 & 1260.998.002) - 1-Lot Certified Survey Map.

- **Suggested Motion:** *"I move to approve LD-2502142 Patrick Vanderburgh with Milwaukee Rescue Mission - New Journey House - 5295 S. Moorland Road (Tax Key #'s: 1260.998.001 & 1260.998.002) - 1-Lot Certified Survey Map, as outlined in the agenda packet and approved unanimously by the Plan Commission on December 8, 2025."*

MOTION: Motion to Deny

ROLL CALL Motion by: Alderperson Stribl

VOTE: Second by: Alderperson Maxey

Motion Passed 4-3 with Ald. Hopkins, Ald. Horbinski & Ald. Kroupa voting nay

B. Discussion and possible action to recommend to Common Council approval of (7) KH LD-2502371 George M Woelfel Survivor Trust – Tax Key #: 1215.995.001 - 2 Lot Certified Survey Map

- **Suggested Motion:** *"I move to approve LD-2502371 George M Woelfel Survivor Trust – Tax Key #: 1215.995.001 - 2 Lot Certified Survey Map, as outlined in the agenda packet and approved unanimously by the Plan Commission on January 7, 2026."*

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl

Second by: Alderperson Maxey

Motion Passed 7-0

8. **WATER RESOURCE MANAGEMENT**

A. WRM 04-25 Municipal Flood Control Grant - Property Acquisition

- **Suggested Motion:** *"I move to approve Resolution 2025-23 authorizing submission of a Municipal Flood Control Grant application as outlined in the agenda packet to the DNR and, if awarded, authorizing acquisition of the identified floodway properties and the City's cost participation not to exceed 50%, as unanimously recommended by the Water Resource Management Committee on November 18, 2025."*

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Hopkins
Motion Passed 7-0

B. WRM 05-25 WPDES Salt Reduction Calibration Equipment

- **Suggested Motion:** "I move to approve the purchase of de-icing controllers, as unanimously recommended by the Water Resource Management Committee on November 18, 2025."

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 7-0

C. WRM 06-25 CCTV Equipment Purchase

- **Suggested Motion:** "I move to approve the purchase of CCTV equipment for Water Resource Management Utility Use, as unanimously recommended by the Water Resource Management Committee on November 18, 2025."

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 7-0

9. DEFERRED, REFERRED & TABLED ITEMS

10. ITEMS REMOVED FROM CONSENT AGENDA, if any

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: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 7-0

12. MINUTES

A. December 9, 2025, Committee of the Whole Meeting Minutes

13. UTILITY & FINANCE

- A. Discussion and possible recommendation to the Common Council to approve the December 24, 2025, Water Utility claims in the amount of \$6,034.28, Sewer Utility claims in the amount of \$10,569.76, and General City claims in the amount of \$792,812.52, including a We Energies EFT payment of \$45,319.79
- B. Discussion and possible recommendation to the Common Council to approve the January 14, 2026, Water Utility claims in the amount of \$960.11, and General City claims in the amount of \$183,644.97

14. LICENSES & PERMITS

- A. Discussion and possible recommendation to the Common Council to approve the 2026 Garbage Hauler License for WM Franklin Hauling

15. MISCELLANEOUS

- A. Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-1, a Resolution Designating Polling Places for the City of New Berlin
- B. Discussion and possible recommendation to the Common Council to recommend approval for the Director of Finance to sign the Declaration of Official Intent for the 2026 Debt Issue, not to exceed the approved 2026 Capital Improvement Budget amounts plus projected issue costs
- C. Discussion and possible recommendation to the Common Council to approve the 2026 Salary Grade Table effective January 13, 2026

16. END CONSENT AGENDA

17. ADJOURN

MOTION: Motion to Adjourn at 8:07 PM

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Harenda
Motion Passed 7-0

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

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT/PROJECT: Waukesha County/City of New Berlin/CTH O (Moorland Road) Reconstruction

LOCATION: From CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue)

REQUEST: Approval of a Two-Party Construction Agreement for the CTH O (Moorland Road) Reconstruction Project

DCD RECOMMENDATION: Approval of the Two-Party Construction Agreement for Reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) subject to final review as to form by the City Attorney and final plans on file.

1. General:

- a. Waukesha County will be reconstructing CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) in 2027. As part of the reconstruction process, the City of New Berlin is responsible for the necessary intersection approach improvements along the side roads, including Lincoln Avenue and Rogers/Woodview Drive and the relocation of any City owned facilities within the County Right-of-Way.
- b. City owned public infrastructure relocations and improvements include the Emergency Vehicle Preemption (EVP) equipment on the traffic signals, utility structure adjustments, reconfiguration of the intersection approach lanes and associated appurtenances.
- c. Funding for this agreement will be accounted for in the 2027 CIP Budget.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of January 16, 2026

Waukesha County / City of New Berlin
CTH O Reconstruction – CTH D to STH 59

DATE STAFF REPORT CREATED: January 16, 2026

PROJECT NAME: Allison Bussler / Waukesha County

NAME OF PROJECT: CTH O (Moorland Road) Reconstruction

PROJECT LIMITS: CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue)

TYPE OF PROJECT: Reconstruction

CONSTRUCTION DATE: 2027

SUMMARY OF CITY INFRASTRUCTURE COSTS:

Sanitary Sewer: 20 Manhole/Inlet Replacements

Water Valve Boxes: 20 Valve Adjustments

Storm Sewer: 293 LF of Storm Sewer Installation

EVP: 3 Intersection Emergency Vehicle Preemption Equipment Removals & Reinstalls

Intersection Approaches: Lincoln Avenue and Rogers/Woodview Drive

ESTIMATED AMOUNT OF COST SHARE: \$1,230,359

DCD RECOMMENDATION: Approval of the Two-Party Construction Agreement for Reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) subject to final review as to form by the City Attorney and final plans on file. **SEE EXECUTIVE SUMMARY.**

Attachments:

PIM Materials & Summary

Two-Party Construction Agreement

Cost Estimate

Plans on file with the City Engineering Department

TWO-PARTY CONSTRUCTION AGREEMENT
Between
WAUKESHA COUNTY by the DEPARTMENT OF PUBLIC WORKS
And
The CITY OF NEW BERLIN

This Agreement is made and entered into between Waukesha County by the Department of Public Works (hereinafter called the "DEPARTMENT") and the City of New Berlin (hereinafter called the "CITY") to designate the responsibility for design, construction, maintenance and payment of certain costs associated with improvements and other items to be designed and constructed in conjunction with the DEPARTMENT'S pavement replacement of Moorland Road (CTH O), CTH D to STH 59 under Project Number 2722-04-01/21/71 (hereinafter called the "Project").

WHEREAS, the DEPARTMENT is planning for the pavement replacement of this segment of Moorland Road (CTH O) within the City of New Berlin in 2027, and

WHEREAS, the Project will include various road and infrastructure improvements that will be funded by the CITY and the DEPARTMENT, and

WHEREAS, the DEPARTMENT and the CITY agree to enter into this mutually beneficial agreement to construct and maintain improvements and other items concurrent with and under the same contracts as the Project, and

WHEREAS, the CITY agrees to pay the costs associated with the actual construction costs of Non-Participating Items listed in the cost estimate attached hereto as Attachment 1 and incorporated by reference, including the actual construction costs and construction engineering necessary to incorporate those Non-Participating Items into the Project, and

NOW, THEREFORE, BE IT RESOLVED, that the parties do mutually agree to the responsibilities related to the design and construction of the Non-Participating Items and to the funding of said construction as described below:

RESPONSIBILITIES:

The DEPARTMENT shall:

1. Through WDOT, finance and pay for the Municipal costs share of design and construction of the Project and subject to the terms of this Agreement.
2. Make the necessary changes to the contract plans, specifications and estimates in order to include the Non-Participating Items requested by the CITY, which are described in Attachment 1.
3. Through WDOT, publically bid said roadway improvement under Project Number 2722-04-71 in accordance with all applicable state and local laws.

4. Through WDOT's construction management, keep accurate accounts of all construction activities, changes in work, construction costs, and any delays or additional work necessary to complete the Project and accurately assess any incremental increases or decreases in quantities or costs.
5. Make available to the City, with reasonable notice, bidding documents, bid results, notice of award, and copies of all records recommendations of awards, reports, engineer findings, and correspondence regarding said roadway improvements.
6. Duly execute, award, and administer all such construction contracts necessary to complete the Project, including the Non-Participating Items, in an expeditious fashion in accordance with generally approved engineering and construction standards.
7. Issue work change directives, change orders, or other appropriate documents to the contractor, as contract or construction changes dictate, to expedite the progress of the construction work. Any document that would increase the CITY's costs shall be provided before execution by the DEPARTMENT, via email, to the CITY'S Representative for review, and the DEPARTMENT shall consider CITY'S comments thereon if received by the DEPARTMENT within two business days of the time the document was emailed to the CITY'S Representative.
8. Upon completion of the Project, furnish to the CITY a detailed breakdown of all actual construction costs incurred for the Non-Participating Items, including all change orders, work change directives and construction management services.
9. Invoice the CITY for construction costs on completion of Project.

The CITY shall:

1. Pay the actual costs associated for the Non-Participating Items listed in Attachment 1, including the actual construction engineering costs for such items (10% of construction cost). It is understood that Non-Participating Items listed in Attachment 1 are the **PS&E estimated bid costs** for such items (\$1,051,589), **mobilization costs** (\$21,032), **design engineering costs** (\$52,579) and **estimated construction engineering costs** (\$105,159), for a **total estimated cost of** (\$1,230,359). The CITY shall pay the total actual as-bid and as-built costs for these items when they are invoiced by the DEPARTMENT.
2. Within 30 days of receipt of an invoice from the DEPARTMENT, pay the entire actual design/construction invoice costs for the items that are the responsibility of the CITY.
3. Upon completion of the Project, accept ownership and all future maintenance responsibilities for all Non-Participating Items.
4. Designate a representative to act for the CITY under this Agreement. The representative shall be:

Tamara M. Simonson, P.E.
City Engineer, City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
262.797.2445
tsimonson@newberlin.org

OTHER TERMS

1. Assignment: The parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights or responsibilities contained herein without a written amendment agreed to by both parties.
2. Amendment: The parties, by mutual consent, may amend this Agreement in writing at any time.
3. Severability: If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

Attachment 1: Item Description and Estimated Cost

APPROVAL

This Agreement will be effective on the date of the DEPARTMENT'S signature.

CITY:

By: _____ Date: _____

By: _____ Date: _____

COUNTERSIGNED: funds necessary to pay the liabilities of this contract have been provided. §62.09(10)(f), Wis. Stats.

By: _____ Date: _____

DEPARTMENT:

CITY:

By: _____
Allison Bussler
Director of Public Works

Date: _____

Address for DEPARTMENT:

Address for CITY:

Waukesha County Department of
Public Works
515 W. Moreland Blvd. Room AC 210
Waukesha, WI 53188

City of New Berlin
3805 S Casper Dr
New Berlin WI 53151

ATTACHMENT 1

City of New Berlin Estimate of Quantities
 Project ID 2722-04-01/71
 Title Moorland Road (CTH O)
 Limits CTH D to STH 59
 County Waukesha County

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Lincoln Ave					
204.0115	REMOVING ASPHALTIC SURFACE BUTT JOINTS	8	SY	\$25.00	\$200
204.0120	REMOVING ASPHALTIC SURFACE MILLING	830	SY	\$7.00	\$5,810
204.0150	REMOVING CURB & GUTTER	1,400	LF	\$5.00	\$7,000
205.0100	EXCAVATION COMMON (INCLUDES EBS)	3,000	CY	\$15.00	\$45,000
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	3,500	TON	\$18.00	\$63,000
312.0110	SELECT CRUSHED MATERIAL	1,300	TON	\$17.50	\$22,750
416.0170	CONCRETE DRIVEWAY 7-INCH	70	SY	\$70.00	\$4,900
455.0605	TACK COAT	490	GAL	\$5.00	\$2,450
460.6223	HMA PAVEMENT 3 MT 58-28 S	910	TON	\$75.00	\$68,250
460.6424	HMA PAVEMENT 4 MT 58-28 H	560	TON	\$95.00	\$53,200
465.0120	ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	10	TON	\$200.00	\$2,000
522.1012	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH	1	EACH	\$1,400.00	\$1,400
522.1024	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	1	EACH	\$1,600.00	\$1,600
601.0407	CONCRETE CURB & GUTTER 18-INCH TYPE D	300	LF	\$40.00	\$12,000
601.0411	CONCRETE CURB & GUTTER 30-INCH TYPE D	1,450	LF	\$25.00	\$36,250
602.0410	CONCRETE SIDEWALK 5-INCH	1,700	SF	\$9.00	\$15,300
608.0424	STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 24-INCH	25	LF	\$155.00	\$3,875
608.0512	STORM SEWER PIPE REINFORCED CONCRETE CLASS V 12-INCH	204	LF	\$130.00	\$26,520
611.0530	MANHOLE COVERS TYPE J	1	EACH	\$850.00	\$850
611.0624	INLET COVERS TYPE H	2	EACH	\$1,100.00	\$2,200
611.2004	MANHOLES 4-FT DIAMETER	1	EACH	\$4,000.00	\$4,000
611.3230	INLETS 2X3-FT	2	EACH	\$3,000.00	\$6,000
LINCOLN AVE SUBTOTAL					\$384,555
CONSTRUCTION, MISC. ITEMS (TC, EC, MARKING, SIGNING, ETC.) 15%					\$57,683
LINCOLN AVENUE TOTAL					\$442,238
Rogers/Woodview Drive					
204.0115	REMOVING ASPHALTIC SURFACE BUTT JOINTS	5	SY	\$25.00	\$125
204.0120	REMOVING ASPHALTIC SURFACE MILLING	310	SY	\$7.00	\$2,170
204.0150	REMOVING CURB & GUTTER	1,300	LF	\$5.00	\$6,500
205.0100	EXCAVATION COMMON	4,000	CY	\$15.00	\$60,000
305.0110	BASE AGGREGATE DENSE 3/4-INCH	50		\$50.00	\$2,500
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	4,200	TON	\$18.00	\$75,600
312.0110	SELECT CRUSHED MATERIAL	2,400	TON	\$17.50	\$42,000
455.0605	TACK COAT	590	GAL	\$5.00	\$2,950
460.6223	HMA PAVEMENT 3 MT 58-28 S	1,140	TON	\$75.00	\$85,500
460.6424	HMA PAVEMENT 4 MT 58-28 H	480	TON	\$95.00	\$45,600
465.0120	ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	40	TON	\$200.00	\$8,000
520.8000	CONCRETE COLLARS FOR PIPE	2	EACH	\$850.00	\$1,700
521.1505	APRON ENDWALLS FOR CULVERT PIPE SLOPED SIDE DRAINS STEEL 24- INCH 4 TO 1	4	EACH	\$1,500.00	\$6,000
521.3124	CULVERT PIPE CORRUGATED STEEL 24-INCH	107	EACH	\$110.00	\$11,770
601.0407	CONCRETE CURB & GUTTER 18-INCH TYPE D	410	LF	\$40.00	\$16,400
601.0411	CONCRETE CURB & GUTTER 30-INCH TYPE D	770	LF	\$25.00	\$19,250
602.0410	CONCRETE SIDEWALK 5-INCH	1,100	SF	\$9.00	\$9,900
608.0412	STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH	61	LF	\$120.00	\$7,320
608.6008	STORM SEWER PIPE COMPOSITE 8-INCH	3	LF	\$100.00	\$300
611.0530	MANHOLE COVERS TYPE J	1	EACH	\$850.00	\$850
611.0612	INLET COVERS TYPE C	1	EACH	\$850.00	\$850
611.0624	INLET COVERS TYPE H	4	EACH	\$1,100.00	\$4,400
611.2004	MANHOLES 4-FT DIAMETER	1	EACH	\$4,000.00	\$4,000
611.3003	INLETS 3-FT DIAMETER	1	EACH	\$3,250.00	\$3,250
611.3004	INLETS 4-FT DIAMETER	1	EACH	\$3,500.00	\$3,500
611.3230	INLETS 2X3-FT	3	EACH	\$3,000.00	\$9,000
ROGERS/WOODVIEW DRIVE SUBTOTAL					\$429,435
CONSTRUCTION, MISC. ITEMS (TC, EC, MARKING, SIGNING, ETC.) 15%					\$64,415
ROGERS/WOODVIEW DRIVE TOTAL					\$493,850
MISCELLANEOUS					
SPV.0060	SPECIAL XX. REINSTALL TEMPORARY EVP EQUIPMENT MOORLAND ROAD (CTH O) and LINCOLN	EACH	1	\$10,100.00	\$10,100.00
SPV.0060	SPECIAL XX. REMOVE AND REINSTALL EVP EQUIPMENT MOORLAND ROAD (CTH O) AND	EACH	1	\$10,300.00	\$10,300.00
SPV.0060	SPECIAL XX. REINSTALL TEMPORARY EVP EQUIPMENT MOORLAND ROAD (CTH O) AND	EACH	1	\$10,100.00	\$10,100.00
SPV.0060	SPECIAL XX. REMOVE AND REINSTALL EVP EQUIPMENT MOORLAND ROAD (CTH O) AND ROGERS	EACH	1	\$10,300.00	\$10,300.00
SPV.0060	SPECIAL XX. REINSTALL TEMPORARY EVP EQUIPMENT MOORLAND ROAD (CTH O) AND	EACH	1	\$10,100.00	\$10,100.00
SPV.0060	SPECIAL XX. REMOVE AND REINSTALL EVP EQUIPMENT MOORLAND ROAD (CTH O) AND	EACH	1	\$10,300.00	\$10,300.00
SPV.0060	SPECIAL XX. ADJUSTING SANITARY MANHOLES	EACH	20	\$1,425.00	\$28,500.00
SPV.0060	SPECIAL XX. ADJUSTING WATER VALVE BOXES	EACH	20	\$490.00	\$9,800.00
SPV.0060	SPECIAL XX. ADJUSTING WATER MANHOLES	EACH	10	\$1,600.00	\$16,000.00
MISCELLANEOUS TOTAL					\$115,500.00
CITY OF NEW BERLIN ROADWAYS SUBTOTAL					\$1,051,589
MOBILIZATION 2%					\$21,032
DESIGN ENGINEERING 5%					\$52,579
CONSTRUCTION ENGINEERING 10%					\$105,159
ESTIMATED CITY OF NEW BERLIN COST					\$1,230,359

Project Summary

Moorland Road (CTH O)
CTH D (Cleveland Ave) to STH 59 (Greenfield Ave)
Waukesha County
WisDOT Project I.D. 2722-04-01/21/71

Project Overview

The concrete pavement along this portion of Moorland Road is in poor condition and beyond its useful life after multiple rehabilitations. This transportation improvement project is necessary to address growing local and regional traffic volumes, enhance traffic flow, upgrade signal infrastructure and address safety concerns.

This 1.5-mile-long project limits begin approximately 500 feet south of CTH D (Cleveland Avenue) to approximately 500 feet south of STH 59 and will involve the rehabilitation and reconstruction of Moorland Road to bring it up to current standards. Improvements will include replacing the existing concrete pavement, reconfiguring intersections to increase capacity and improve safety, replacing older traffic signals, minor grading, and storm water improvements. Additionally, a new signalized intersection will be constructed in coordination with a new development at the intersection of Moorland/W. Ridge Road. The feasibility for incorporating sidewalks was evaluated with the City of New Berlin choosing to opt out of adding sidewalks. Access to businesses and property owners adjacent to Moorland Road will be maintained during construction.

Reconstructing this segment of Moorland Road is part of the county's capital program. The project is being built through the Surface Transportation Program (STP). The STP program allows federal funding to be used for a wide range of transportation-related activities, including projects on higher function local roads not on the State Trunk Highway system, and local safety improvements. Waukesha County, WisDOT, and the Federal Highway Administration have committed funds to build the project. The City of New Berlin will participate in funding of sidewalks should they move forward on the project.

Anticipated Schedule

Data Gathering and Design – Summer 2022 – Spring 2027
Public Involvement Meeting #1 – January 16, 2024
Public Involvement Meeting #2 – Fall 2024
Real Estate – Fall 2024 – Spring 2026
Project LET – September 2026
Construction Begin – Spring 2027

Project Contacts

Ed Hinrichs, P.E.
Project Manager
Waukesha County
262-548-7740
ehinrichs@waukeshacounty.gov

Rachel Ketterhagen, P.E.
Senior Transportation Project Manager
raSmith
262-317-3311
Rachel.DeSombre@raSmith.com

Paul Farrow
County Executive



Allison Bussler
Director

Waukesha County Department of Public Works

Contact: Ed Hinrichs
ehinrichs@waukeshacounty.gov
262-548-7740

FOR IMMEDIATE RELEASE:
Wednesday, January 10, 2024

PUBLIC INVOLVEMENT MEETING MOORLAND ROAD (CTH O) CTH D (CLEVELAND AVE) TO STH 59 (GREENFIELD AVE) REHABILITATION/PAVEMENT PLACEMENT PROJECT

Meeting will be January 16, 2024, City of New Berlin, City Hall Council Chambers

(WAUKESHA, WI) – The Waukesha County Department of Public Works along with their engineering consultants RA Smith, will host a public involvement meeting for a project to rehabilitate/replace the pavement along Moorland Road (CTH O) in the City of New Berlin. The meeting will be held on **Tuesday, January 16, 2024**, from 5:00 p.m. to 7:00 p.m. at the New Berlin City Hall Council Chambers, 3805 S. Casper Drive New Berlin, WI 53151.

The meeting will be an open-house format and exhibits will be on display. Anyone with interest in this project is encouraged to stop by between 5:00 p.m. and 7:00 p.m. Representatives from Waukesha County, RA Smith, and Wisconsin Department of Transportation (WisDOT) will be available to discuss the project and answer questions. Exhibits illustrating the proposed improvements and construction impacts may be reviewed at the following website beginning Tuesday, January 16, 2024: https://www.waukeshacounty.gov/DPW/ENG/road-improvement-projects/#Construction_Projects_jump

The New Berlin City Hall is ADA accessible.

For more information, please contact Mr. Ed Hinrichs, Waukesha County Project Manager at (262) 548-7740 or Ms. Rachel DeSombre, RA Smith at (262) 317-3311.

About the Waukesha County Department of Public Works

The Waukesha County Department of Public Works is committed to providing the foundations of success for the citizens and businesses of Waukesha County by constructing and maintaining quality transportation and building infrastructure. Get info on projects, plans, and more at www.WaukeshaCounty.gov/DPW.

Follow Waukesha County DPW on Twitter at www.twitter.com/WaukeshaCoDPW.

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Department of Public Works
515 W. Moreland Blvd., Room AC220
262-548-7740





S. Moorland Road Pavement Replacement



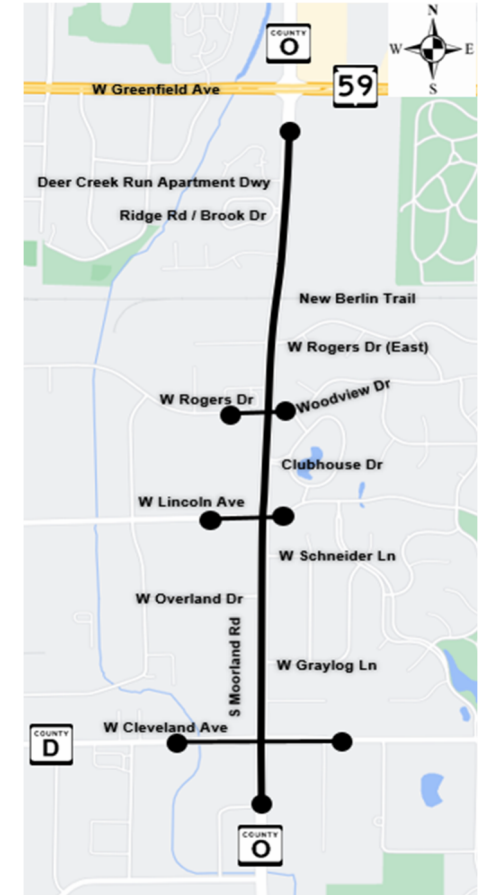
County D (Cleveland Avenue to
WIS 59 (W. Greenfield Avenue)

YOU'RE INVITED: PUBLIC INVOLVEMENT MEETING

Date: Tuesday, January 16, 2024
Time: 5:00 pm – 7:00 pm
Location: New Berlin City Hall Council Chambers
3805 S Casper Drive
New Berlin, WI 53151

The Waukesha County Department of Public Works and their design consultant, raSmith, invite you to a public involvement meeting to discuss improvements to S. Moorland Road (County O). The meeting will follow an open house format. Attendees may stop in at their convenience and view exhibits, meet with project staff, ask questions, and provide feedback. The project team encourages property and business owners, interested citizens, and other stakeholders to attend the meeting.

The S. Moorland Road project is approximately 1.5 miles in length and extends from County D (W. Cleveland Ave) to WIS 59 (W. Greenfield Ave). The purpose of the project is to replace the existing pavement and address safety and operational concerns. The focus of this meeting will be to hear the community's input regarding roadway design alternatives. The alternatives being presented were developed using design criteria required by the Wisconsin Department of Transportation for use on projects that will utilize federal funding. We are looking for feedback from project stakeholders on design elements including pedestrian accommodations, access modifications, and right of way/construction impacts. Construction is anticipated to begin in 2026.



S. Moorland Road Pavement Replacement



County D (Cleveland Avenue to
WIS 59 (W. Greenfield Avenue)

Exhibits illustrating the recommended alternative can be reviewed at the following website starting January 16, 2024:

<https://www.waukeshacounty.gov/DPW/ENG/road-improvement-projects/>

Comments on the project will be welcomed until February 6, 2024. Comments may be provided via USPS mail or email to the contact listed below or by calling the individual directly.

FOR MORE INFORMATION, CONTACT:

Rachel DeSombre, P.E.
raSmith (Design Consultant)
(262) 317-3311
rachel.desombre@rasmith.com

Ed Hinrichs, P.E.
Waukesha County
(262) 548-7740
ehinrichs@waukeshacounty.gov

Waukesha County
Department of Public Works
201 Delafield Street
Waukesha, WI 53188





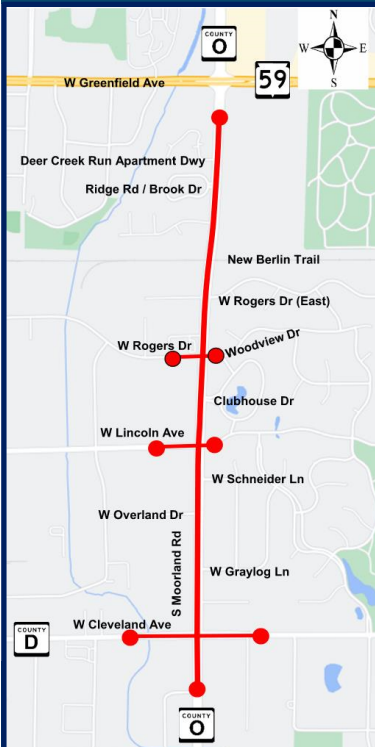
Moorland Road Pavement Replacement



West Cleveland Avenue (County D) to West Greenfield Avenue (WIS 59)
Waukesha County

PUBLIC INVOLVEMENT MEETING #1

January 16, 2024



Project Contacts

Ed Hinrichs, P.E.
Project Manager
Waukesha County
EHinrichs@WaukeshaCounty.gov
(262) 548-7745

Rachel DeSombre, P.E.
Consultant Project Manager
raSmith
Rachel.DeSombre@raSmith.com
(262) 317-3311

Introduction

Welcome to the first of three planned public involvement meetings (PIM) for the improvement of S. Moorland Road (County O), from W. Cleveland Avenue (County D) to W. Greenfield Avenue (WIS 59) in the City of New Berlin in Waukesha County. The purpose of this meeting is to introduce the project team, share information on the current issues facing this section of County O, obtain input on the alternatives presented that will assist in the development of a preferred alternative, and receive your input regarding the roadway's needs and proposed improvements. Engineers from the design team are available to discuss the project and any questions or concerns that you may have. Exhibits are on display showing the recommended roadway cross section and layout. If you have comments or concerns, please fill out and return a comment form by either placing it in the comment box or mailing it to the address listed on the back side of the comment sheet. Comments may also be emailed to the project contacts listed on this page.

Project Background

The Waukesha County Department of Public Works is in the design phase for the pavement replacement of 1.5-miles of Moorland Road to improve ride quality, safety, and traffic operations along the corridor. Moorland Road was constructed in the late 1970s and the pavement is reaching the end of its expected life. Improvements would include: replacing the existing concrete pavement, reconfiguring intersections to improve safety and operations, replacing traffic signals, minor grading, and storm water infrastructure repairs. The addition of sidewalks along the corridor is being evaluated.

Project Alternatives

Two alternatives are under consideration for this project, improving Moorland Road without addition of sidewalks and improving Moorland Road and adding sidewalks. Modifications to the roadway cross section would be the same for each alternative and includes the following:

South project limits near James Street to Cleveland Avenue:

- Widened by approximately 5 feet on each side.
- Median widening required for the turn lane additions at the Moorland Road/Cleveland Avenue intersection.
- Additional shoulder width needed for bicycle accommodations.

Cleveland Avenue to Robin Road

- Roadway cross section remains the same as existing except at intersections where turn lane improvements are recommended.

Robin Road to the North project limits near Greenfield Avenue

- Northbound roadway cross section remains the same as existing except at intersections where turn lane improvements are recommended.
- Southbound roadway cross section is widened slightly to extend the outside through lane to Robin Road.
- Widened southbound outside lane is proposed to be 17 feet wide (including gutter pan) to provide extra space for bicycles.

Alternative 1 – No Sidewalk

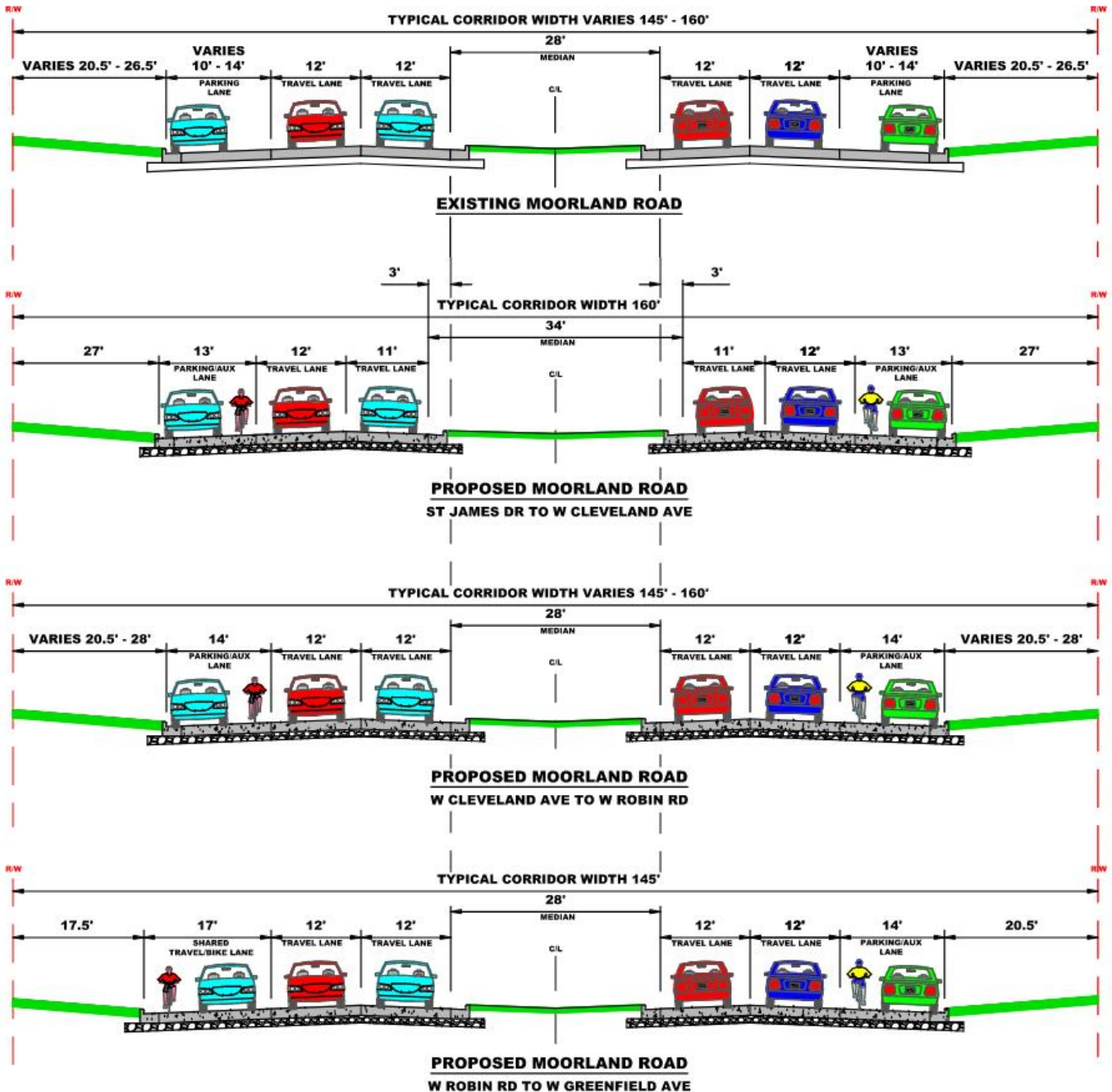
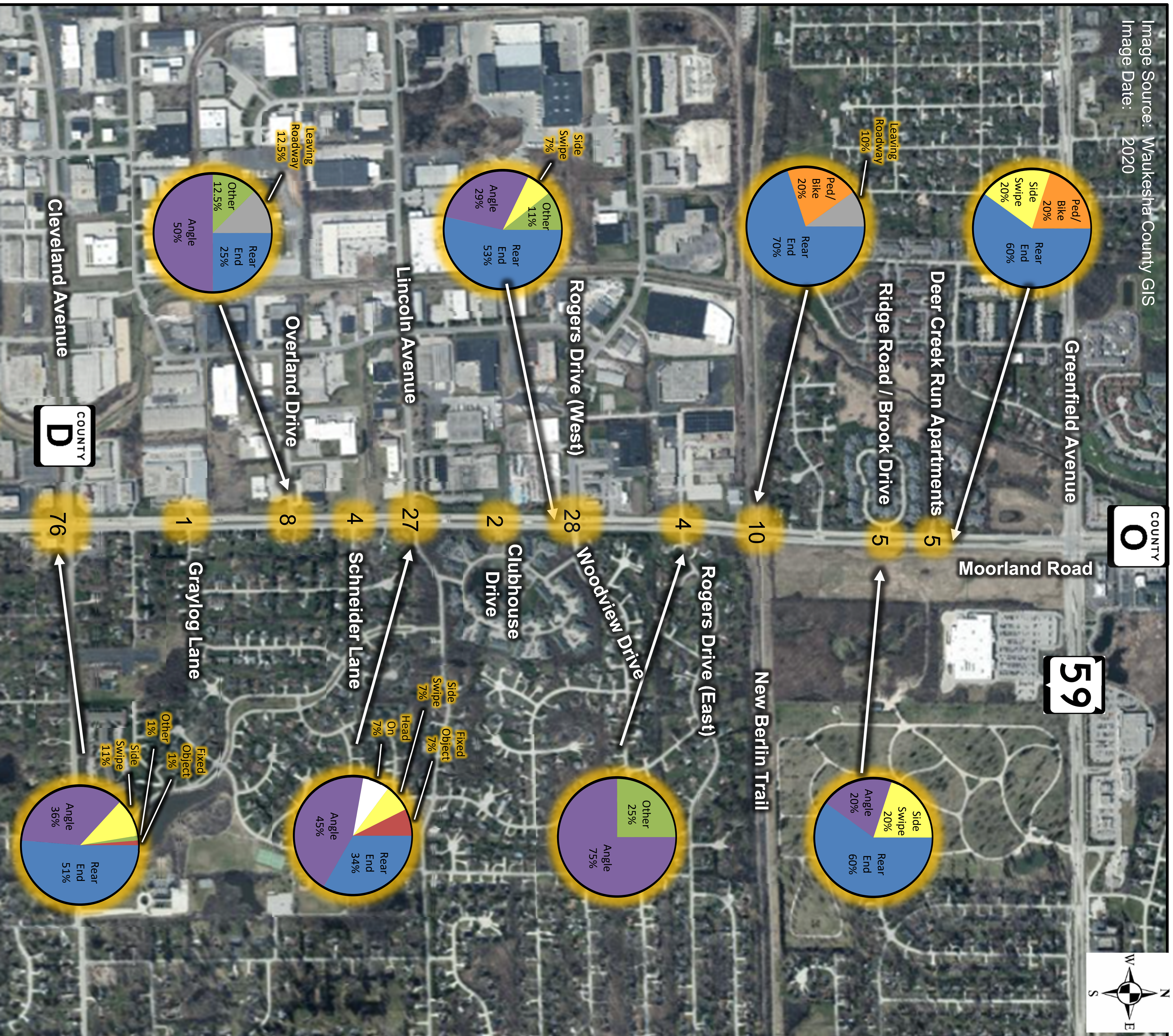


Image Source: Maukasha County GIS
Image Date: 2020

COUNTY
O

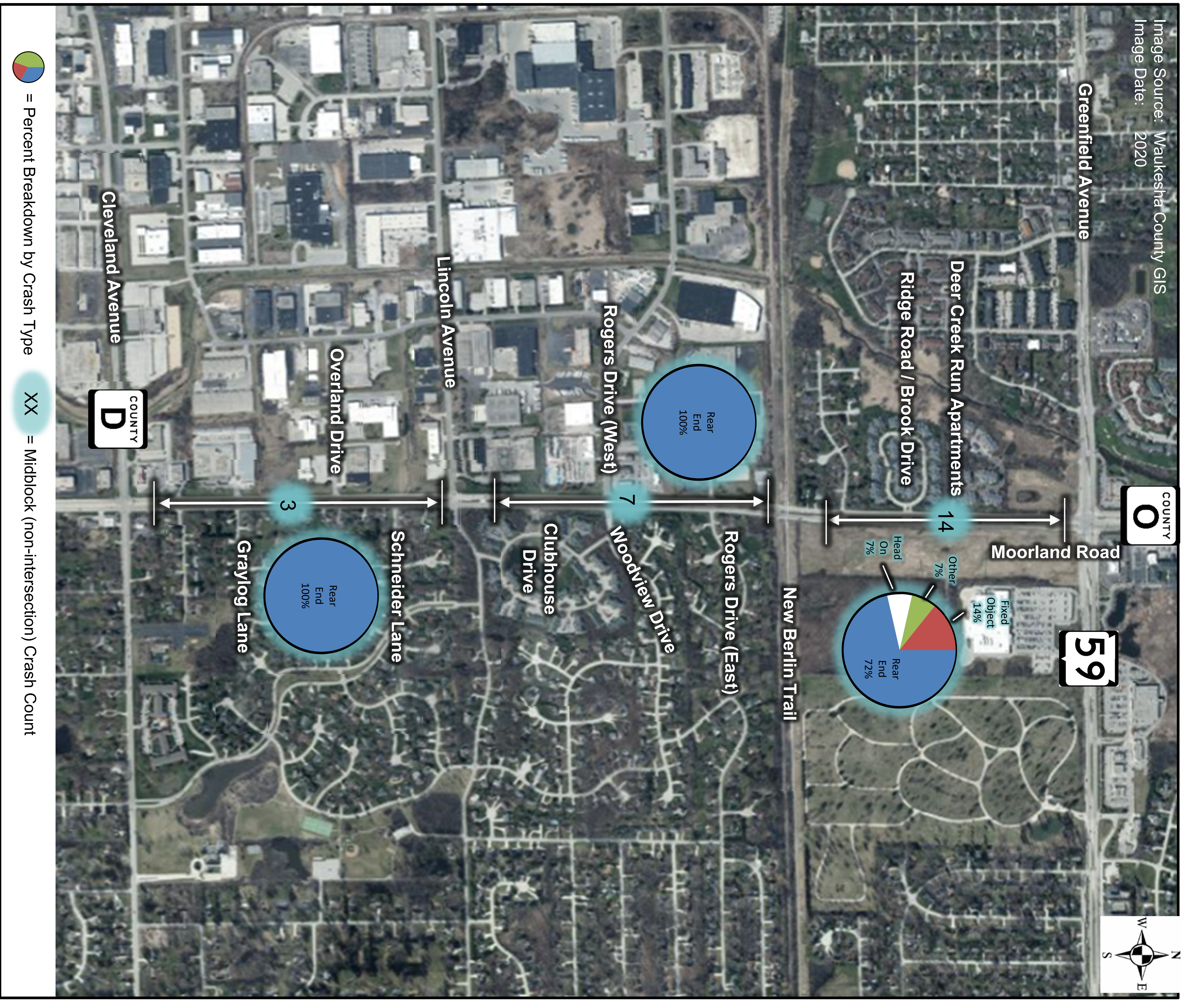


= Percent Breakdown by Crash Type
 = Intersection/Trail Crossing Crash Count

Note: Crashes at minor intersections are rear-end unless noted.

County O (Moorland Rd) Corridor Crashes (2017-2021)

Image Source: Maukasha County GIS
Image Date: 2020

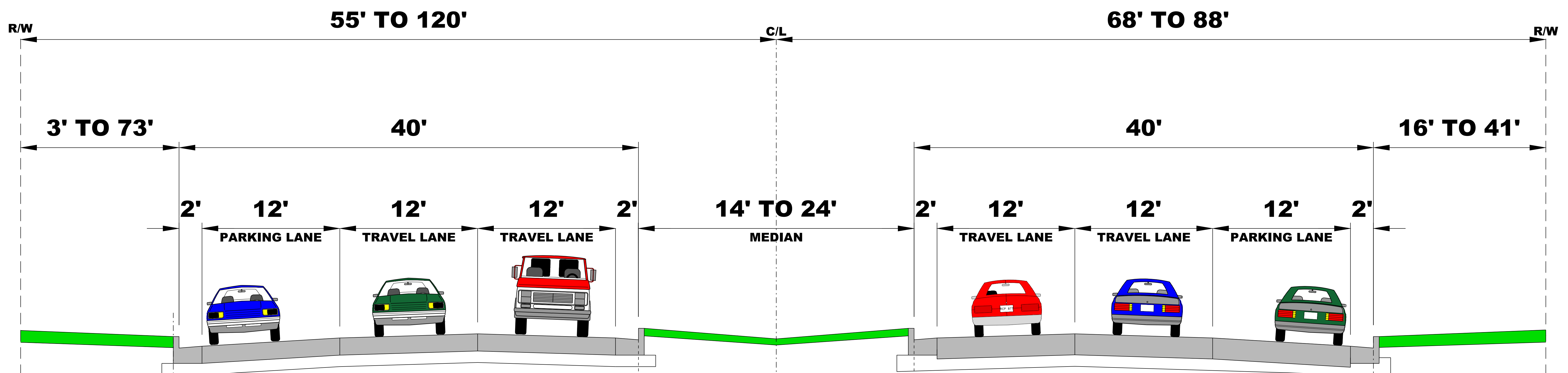


County O (Moorland Rd) Midblock Crashes (2017-2021)

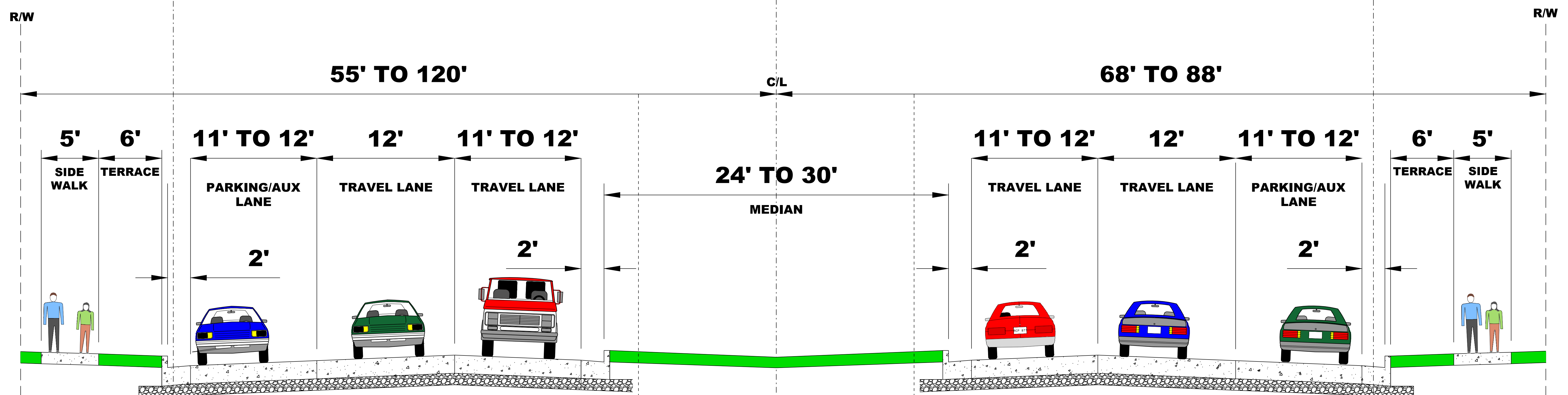
raSmith

MOORLAND ROAD W. CLEVELAND AVE TO W. GREENFIELD AVE

CITY OF NEW BERLIN, WAUKESHA COUNTY

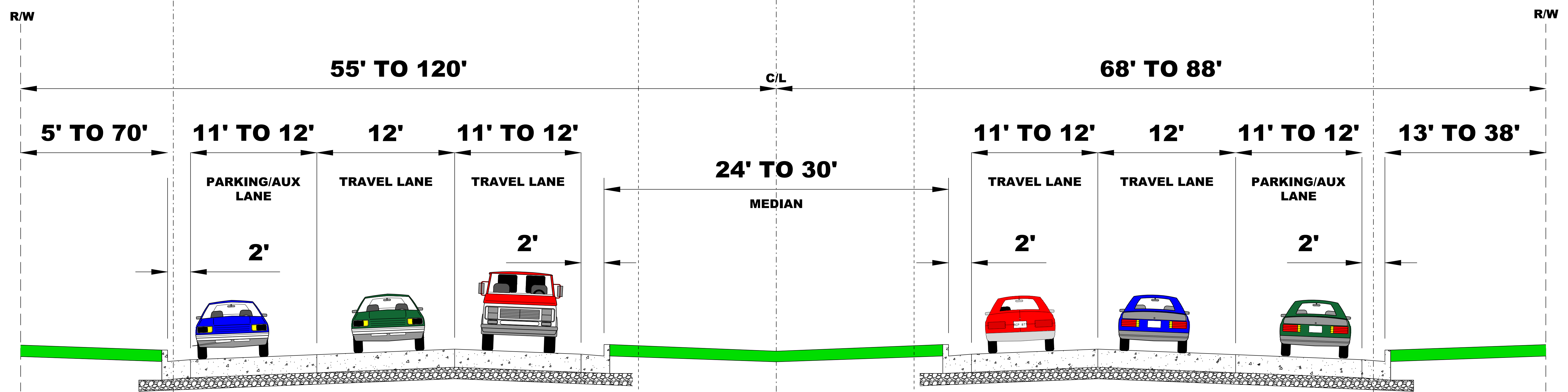


EXISTING MOORLAND ROAD



PROPOSED MOORLAND ROAD BUILD - ALTERNATIVE 1

W. CLEVELAND AVE TO W. GREENFIELD AVE
STA 151+16 - STA 230+62

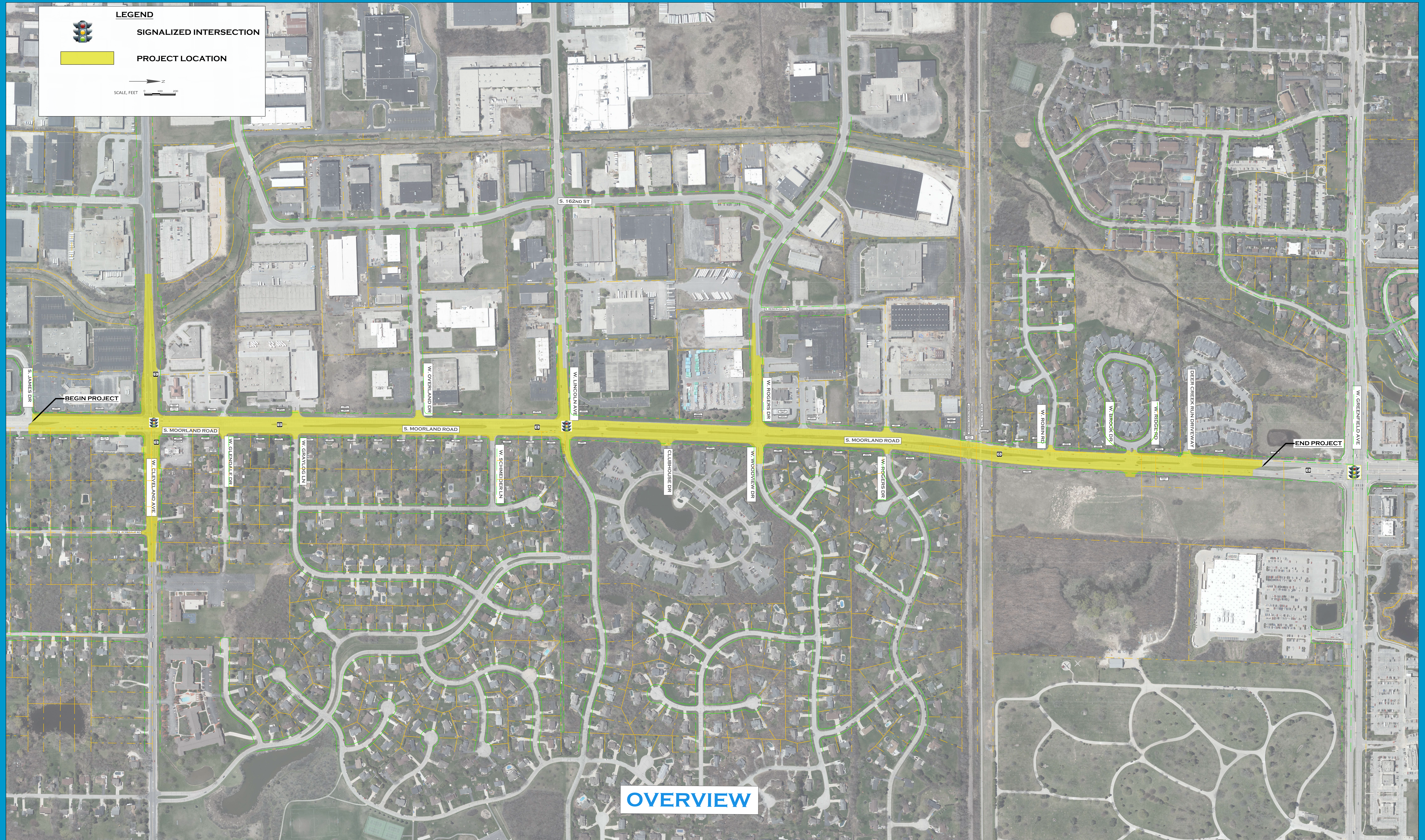


PROPOSED MOORLAND ROAD BUILD - ALTERNATIVE 2

W. CLEVELAND AVE TO W. GREENFIELD AVE
STA 151+16 - STA 230+62

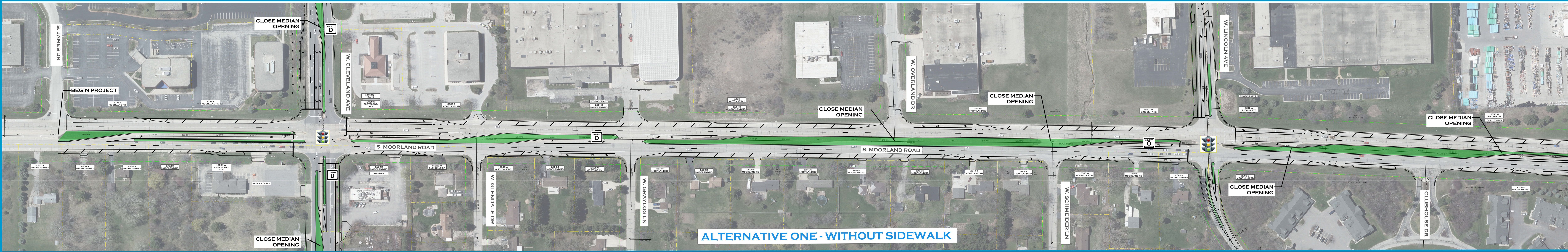
MOORLAND ROAD CLEVELAND AVENUE TO GREENFIELD AVENUE PUBLIC INVOLVEMENT MEETING

CITY OF NEW BERLIN, WAUKESHA COUNTY

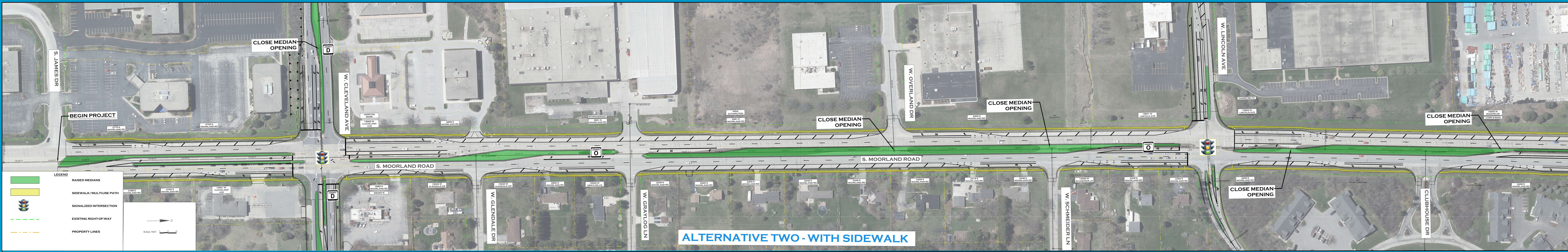


PUBLIC INVOLVEMENT MEETING - JANUARY 16, 2024

MOORLAND ROAD
CLEVELAND AVENUE TO GREENFIELD AVENUE
PUBLIC INVOLVEMENT MEETING
CITY OF NEW BERLIN, WAUKESHA COUNTY



ALTERNATIVE ONE - WITHOUT SIDEWALK



ALTERNATIVE TWO - WITH SIDEWALK

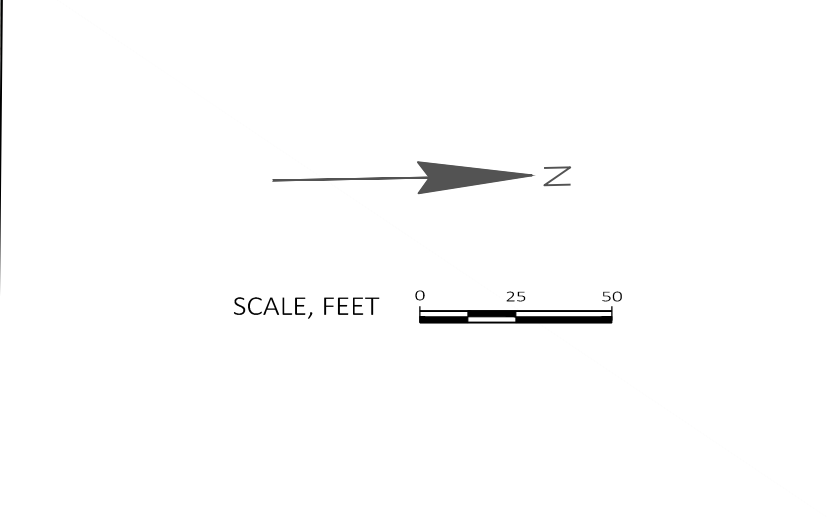
MOORLAND ROAD
CLEVELAND AVENUE TO GREENFIELD AVENUE
PUBLIC INVOLVEMENT MEETING

CITY OF NEW BERLIN, WAUKESHA COUNTY

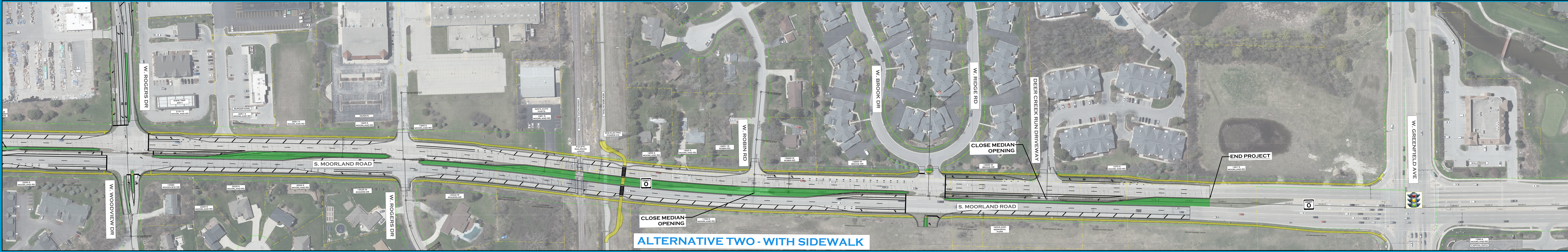


LEGEND

- RAISED MEDIANS
- SIDEWALK/MULTIUSE PATH
- SIGNALIZED INTERSECTION
- EXISTING RIGHT-OF-WAY
- PROPERTY LINES



ALTERNATIVE ONE - WITHOUT SIDEWALK



ALTERNATIVE TWO - WITH SIDEWALK

MOORLAND ROAD CLEVELAND AVENUE TO GREENFIELD AVENUE PUBLIC INVOLVEMENT MEETING

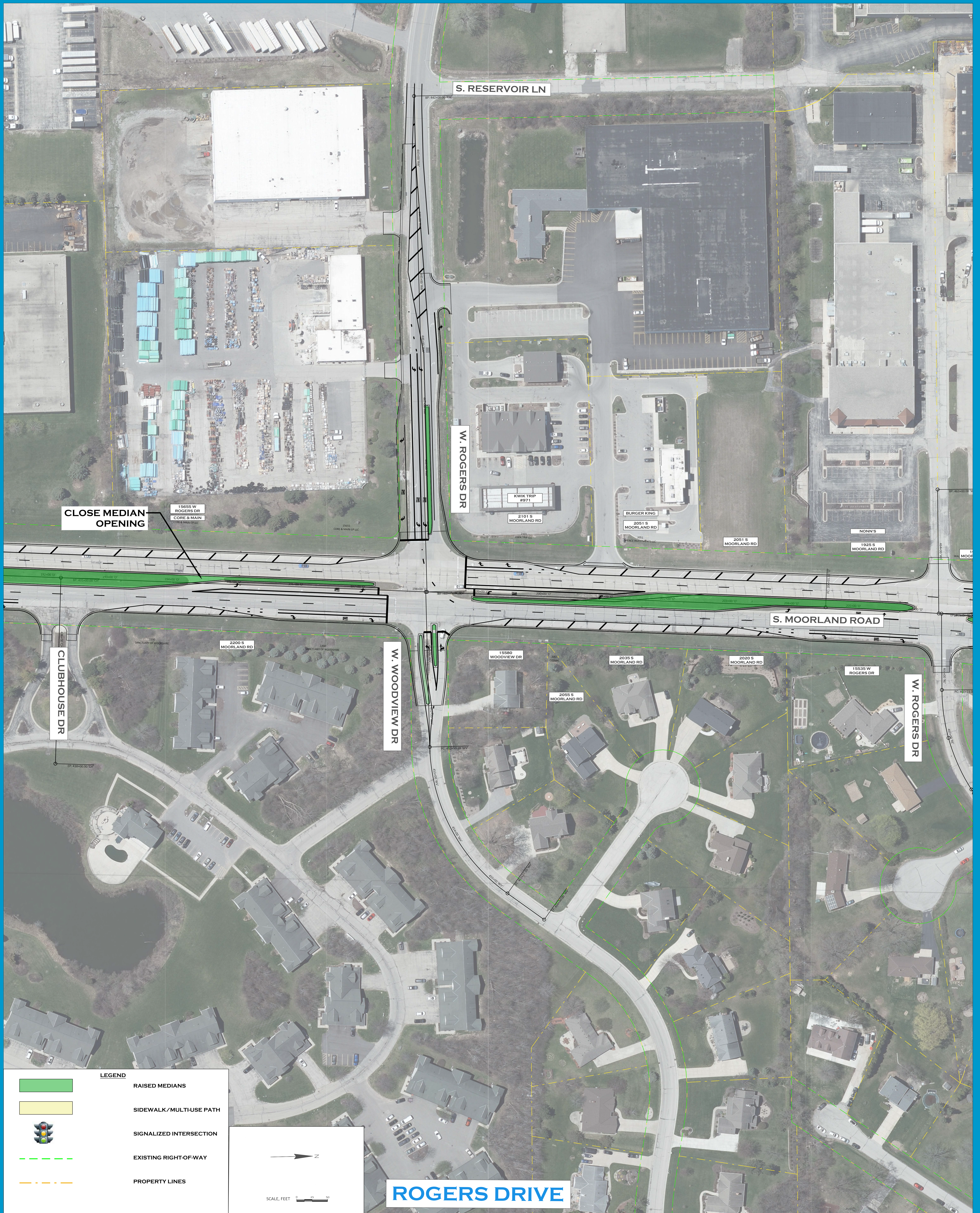
CITY OF NEW BERLIN, WAUKESHA COUNTY



PUBLIC INVOLVEMENT MEETING - JANUARY 16, 2024

MOORLAND ROAD CLEVELAND AVENUE TO GREENFIELD AVENUE PUBLIC INVOLVEMENT MEETING

CITY OF NEW BERLIN, WAUKESHA COUNTY



PUBLIC INVOLVEMENT MEETING - JANUARY 16, 2024

MOORLAND ROAD CLEVELAND AVENUE TO GREENFIELD AVENUE PUBLIC INVOLVEMENT MEETING

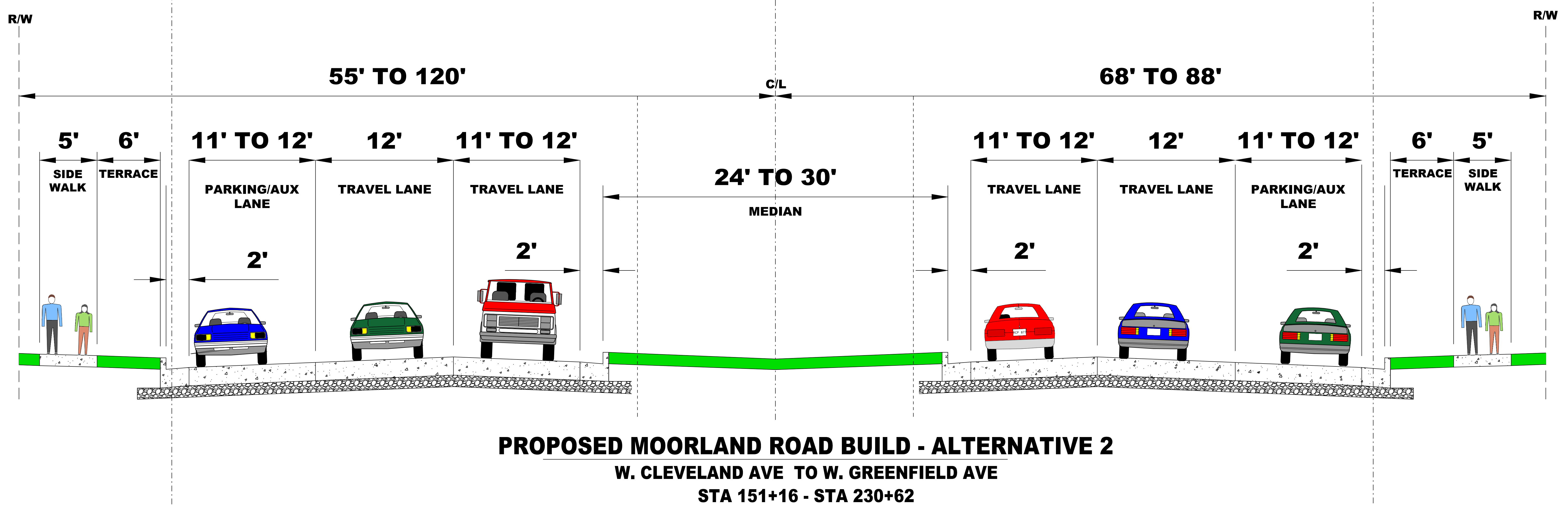
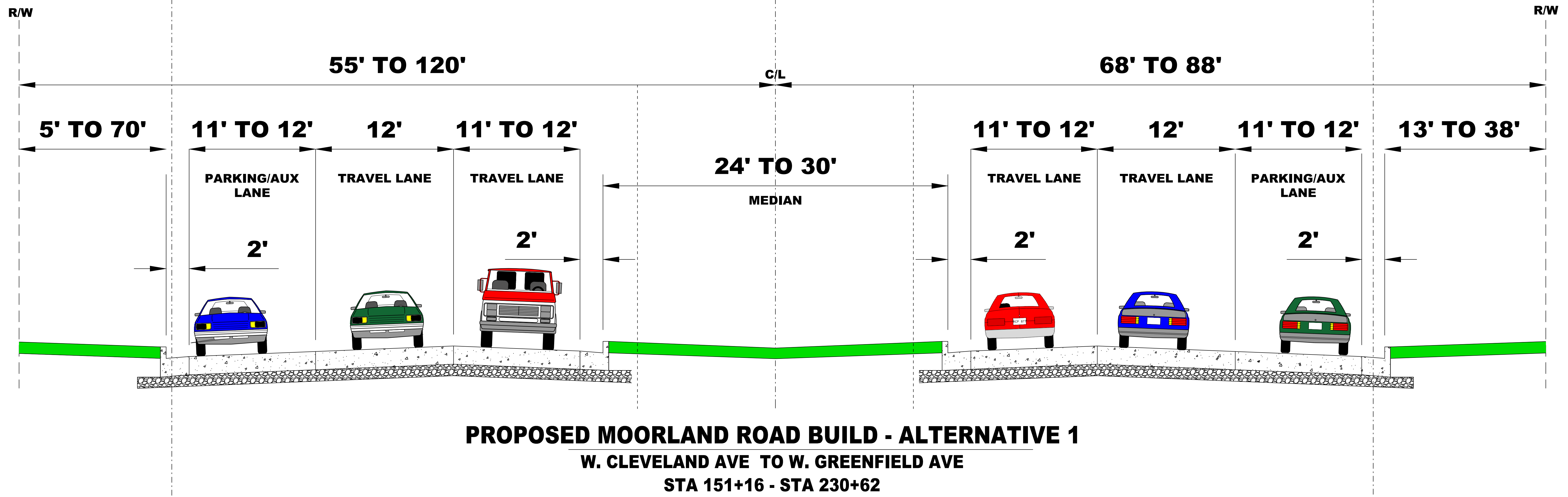
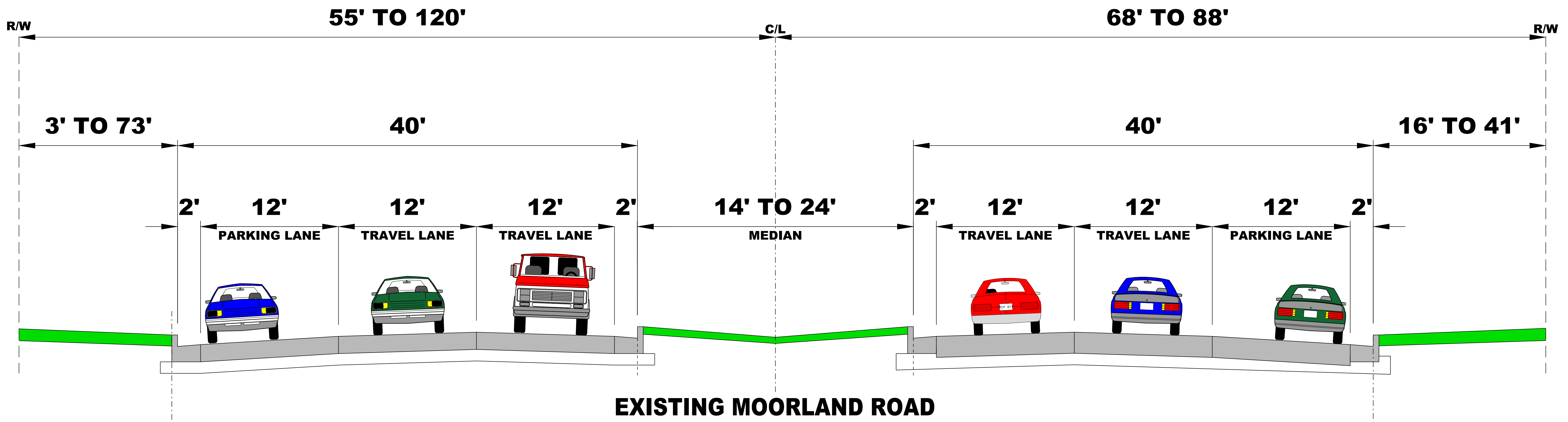
CITY OF NEW BERLIN, WAUKESHA COUNTY



PUBLIC INVOLVEMENT MEETING - JANUARY 16, 2024

MOORLAND ROAD W. CLEVELAND AVE TO W. GREENFIELD AVE

CITY OF NEW BERLIN, WAUKESHA COUNTY



LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into this _____ day of January , 2026, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and Matty’s Bar & Grille, Inc., a Wisconsin corporation, with its principal office and place of business located at 14460 W. College Ave., New Berlin, Wisconsin, 53151 (hereinafter referred to as the “Licensee”).

WHEREAS, the City of New Berlin owns a public park and associated parking area at the New Berlin Athletic Complex, located at 5851 S. Sunny Slope Road, New Berlin, hereinafter referred to as the Parking Area; and

WHEREAS, the Licensee has applied to the City of New Berlin Department of Community Development for a permit to utilize the City’s parking lot located at the New Berlin Athletic Complex, at 5851 S. Sunny Slope Road New Berlin, WI for overflow parking related to the 2026 St Patrick’s Day Celebration that the Licensee intends to conduct on March 17, 2026 at its bar and restaurant complex at 14460 W. College Ave., New Berlin; and,

WHEREAS, the City is agreeable to permitting the use of its Parking Area at the New Berlin Athletic Complex, address is 5851 S. Sunny Slope Road for overflow parking related to said event, subject to the approval by the City of New Berlin Common Council, as well as the terms and conditions of this Agreement.

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

1. The Licensee shall be permitted to use the parking area at the New Berlin Athletic Complex, located at 5851 S. Sunny Slope Road (hereinafter the “Parking Area”) on March 17, 2026 between dawn and dusk on that day solely for the purpose of accommodating overflow parking needs for the Licensee associated with their St Patrick’s Day Event.

2. The Licensee warrants and represents that the Parking Area will only be used for public parking purposes and that no other activities may be engaged in thereon without the expressed written permission of the City.

3. The Licensee further warrants and represents that all activities engaged in at the Parking Area on said date shall be in conformance with applicable City Ordinances, Including but not limited to Ch 184 of the city code, as well as the Wisconsin State Statutes and regulations of other governmental entities with jurisdiction. The Licensee specifically warrants that no alcoholic beverages will be consumed on said premises.

4. The Licensee shall supervise the operation of the Parking Area throughout the duration of its use thereof and will restore the Parking Area to the condition that existed before the commencement of the event, including but not limited to the removal of any trash or debris left on the premises.

5. The Licensee agrees to hold the City, its officers, employees, agents and assigns harmless and will indemnify the City as and against any and all claims, actions, demands, causes of action and costs and expenses, including actual attorney fees, arising from the City's approval of this Agreement and the Licensee's use of the Parking Area at New Berlin City Hall as provided for hereunder.

6. The Licensee warrants and represents that it will repair any damage done to the Parking Area during the course of its use as provided for under this Agreement. Said repairs shall be completed as soon as reasonably practical, but not less than thirty (30) days following notice by the City of the damage.

7. The Licensee agrees to obtain liability insurance coverage to insure its use and that of the public of the Parking Area as provided for hereunder. Said liability insurance coverage shall provide limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Licensee shall provide a valid endorsement issued by an insurer licensed to do business in the State of WI with a rating of not less than "A" by A.M. Best, identifying the City as an Additional Insured on said policy on a primary, non-contributory basis. Evidence of said coverage shall be provided to the City not less than 30 days prior to the event.

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

9. This Agreement may be terminated in the event of breach by either party upon thirty (30) days written notice.

10. The Licensee acknowledges that this is a limited license agreement and does not accord them with any ongoing property rights.

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

12. This Agreement may not be assigned without the expressed written consent of the City of New Berlin.

CITY:
City of New Berlin

LICENSEE:
Matty's Bar & Grille, Inc.

By: _____
David Ament, Mayor

By: _____
Matt Anderson, President

By: _____
Rubina Medina, Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2026

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

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

PRODUCER Provident Insurance Group 5665 S 108th Street Hales Corners WI 53130		CONTACT NAME: Roger Praefke PHONE (A/C. No. Ext): (414)810-3520 E-MAIL ADDRESS: roger@providentinsgrp.com FAX (A/C. No): (414)810-3515	
INSURED Matty's Bar & Grill Inc. 14460 W College Ave New Berlin WI 53151		INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15261	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Equipment GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP10047372	10/23/2025	10/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$500 Deductible \$ 30,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$500 Comp <input checked="" type="checkbox"/> \$500 Coll			CA10047376	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU10047377	10/23/2025	10/23/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC10047375	10/23/2025	10/23/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	1Liquor Liability3Contract 2Inland Marine			LL10047374/BP10047372	10/23/2025	10/23/2026	Occurance 1,000,000 Occurance 100,000

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

Coverage for Contractors Equipment \$30,000 500 deductible

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin 38052 S Casper Drive New Berlin WI 53151	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Fax: Email:

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ACORD 25 (2016/03)

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**CITY OF NEW BERLIN
BY-LAWS OF THE SAFETY SATURDAY COMMITTEE**

Revised & Approved by Ordinance 2590 July 25, 2017

1. The officers of the Committee shall be elected at the first meeting in the month of October. Officers shall serve for a period of one (1) year. Should a vacancy occur at any time, the office shall be filled at the next regular meeting with a quorum present.
2. Duties of the chairperson will be to conduct all meetings and to appoint all special committees.
3. Duties of the treasurer will be to coordinate all financial matters for the committee.
4. Duties of the secretary will be to announce meetings of the committee, to take the minutes of the meetings, take attendance to determine if a quorum is present, and be ready all times to advise the Mayor as to the work and the recommendations of the committee.
5. In the event that the chairperson is absent at the time of a meeting the secretary shall call the committee to order and the committee shall elect one of its own members the president pro tem.
6. Agenda of Meetings:
 - a. Call to Order
 - b. Roll Call; Declaration of Quorum; Public Notice
 - c. Approval of Prior Meetings Minutes
 - d. Safety Saturday
 - e. Treasurer's Report
 - f. Old Business
 - g. New Business
 - h. Adjournment

Meetings shall be held the third Monday of each month. Regular meetings shall begin at 6:30 P.M. at a place designated by the chairperson. Special meetings can be called by the chairperson or a simple majority of the committee. Notice must be given at least 24 hours prior to the time of the meeting.

7. A quorum shall consist of at least seven (7) members present at a regularly scheduled meeting.

8. Amendments to the by-laws can be made by the following:

- a. Member desiring changes must serve written notice to each member of the committee. This notice is to be served at least seven (7) days prior to the regular meeting. A two third (2/3) vote of the membership would be required for adoption.
- b. A change requested by a member or members at a regular meeting shall be set for a vote at the next regularly scheduled meeting. A simple majority would be required for adoption.

9. If any member is absent for three (3) consecutive meetings, the committee shall request that the Mayor consider the appointment terminated and appoint a new member to the committee.

Updated July 25, 2017

Committee of the Whole MEETING MINUTES



January 13, 2026 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:04 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

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 the open meetings law.

3. APPROVAL OF MINUTES

A. December 9, 2025, Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Maxey
Motion Passed 7-0

4. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the December 24, 2025, Water Utility claims in the amount of \$6,034.28, Sewer Utility claims in the amount of \$10,569.76, and General City claims in the amount of \$792,812.52, including a We Energies EFT payment of \$45,319.79

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 7-0

- B.** Discussion and possible recommendation to the Common Council to approve the January 14, 2026, Water Utility claims in the amount of \$960.11, and General City claims in the amount of \$183,644.97

MOTION: Motion to Approve

VOTE: Motion by: Alderperson La Fever
Second by: Alderperson Maxey
Motion Passed 7-0

5. LICENSES & PERMITS

- A.** Discussion and possible recommendation to the Common Council to approve the 2026 Garbage Hauler License for WM Franklin Hauling

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Hopkins
Motion Passed 7-0

6. MISCELLANEOUS

- A.** Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-1, a Resolution Designating Polling Places for the City of New Berlin

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 7-0

- B.** Discussion and possible recommendation to the Common Council to recommend approval for the Director of Finance to sign the Declaration of Official Intent for the 2026 Debt Issue, not to exceed the approved 2026 Capital Improvement Budget amounts plus projected issue costs

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Hopkins
Motion Passed 7-0

- C.** Discussion and possible recommendation to the Common Council to approve the 2026 Salary Grade Table effective January 13, 2026

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Hopkins
Motion Passed 7-0

7. ADJOURN

MOTION: Motion to Adjourn at 6:09 PM

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson La Fever
Motion Passed 7-0

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

REQUESTED ACTION STATEMENT

DATE: December 12, 2025

TO: New Berlin Common Council

FROM: Captain Ryan Park, City of New Berlin Police Department

ISSUE: Amendment of Sec. 152-22 re: Secondhand Article Dealers

REQUESTED ACTION: Section 152-22 of the New Berlin Municipal Code be amended to reflect that the reporting platform referred to in this section has changed to the Regional Information Sharing Systems (RISS)- Property and Recovery Tracking System, or more concisely "RissProp." The prior reporting system "NEWPRS" is no longer in use.

FISCAL IMPACT: None except the cost to update the ordinance online and in printed format.

RATIONALE: See the Requested Action above. This update will make the ordinance accurate with respect to the current reporting system in use.

ORDINANCE NO. 2717

**ORDINANCE TO AMEND SECTION 152-22 OF THE MUNICIPAL CODE
OF THE CITY OF NEW BERLIN REGARDING SECONDHAND ARTICLE DEALERS**

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

SECTION I

Section 152-22(B)(1), concerning the definition of NORTHEASTERN WISCONSIN PROPERTY REPORTING SYSTEM (NEWPRS) is hereby deleted and amended to read as follows:

B. Definitions.

(1) When used in this section, the following definitions shall apply:

Regional Information Sharing Systems (RISS)- Property and Recovery Tracking System, or "RissProp." — The Regional Information Sharing Systems (RISS)- Property and Recovery Tracking System, or "RissProp." is a secure Web-based database to electronically manage and store purchases of secondhand articles.

SECTION II

Any reference in Section 152-22 to NORTHEASTERN WISCONSIN PROPERTY REPORTING SYSTEM or NEWPRS shall be replaced with Regional Information Sharing Systems (RISS)- Property and Recovery Tracking System, or "RissProp."

SECTION III

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

SECTION IV

This ordinance shall take effect upon passage and publication as approved by law.

SECTION V

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

PASSED AND ADOPTED by the Common Council this ____ day of _____,
20__.

APPROVED:

David A. Ament, Mayor

Countersigned:

Rubina R. Medina, City Clerk



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the approval of lease agreement with Stigler Farms, LLC to farm lands owned by the City located at approximately 20425 W. Coffee Road (Tax Key #: 1219.088).

DATE: January 16, 2026

REQUESTED ACTION: Requested Action Statement for the approval of a lease agreement with Stigler Farms, LLC to farm 14 acres of City owned land for the 2026 and 2027 growing seasons for the property located approximately at 20425 W. Coffee Road (Tax Key #: 1219.088).

FISCAL IMPACT: The price per acre lease rate is \$125. Therefore, the total annual seasonal rental from this agreement is \$1,750 for the 14 acres.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

The City was approached by Mr. Thomas Stigler of Stigler Farms, LLC with a request to lease and farm the 14 acres of land that he has farmed for approximately the last 4 years. This lease is essentially a renewal of a prior lease

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of January 2026 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Tom Stigler dba Stigler Farms, LLC hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 14 acres of vacant land located at 20425 W. Coffee Road (Tax Key #: 1219.088), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2026 and 2027 growing seasons. In no event shall the lease extend for longer than December 31, 2027 without the written consent of both parties.
2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$125.00 per acre for a total seasonal rental of \$1,750.00 for each growing season. Said sum shall be due by December 31st following each growing season.
3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.
4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.
5. Right of Entry. Lessor or Lessor's agent(s) shall have the right to enter the premises at any time.
6. Assignment and sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.
7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and \$1,000,000 with respect to damage to property. Lessee agrees to name Lessor as

an Additional Insured under Lessee's liability insurance policy and to provide evidence of such coverage to Lessor. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or material amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Termination. In the event that the Lessee fails to make the payments as required hereunder or if Lessee fails to abide by any of the terms of this agreement the Lessor may terminate this agreement upon 30 days written notice to the Lessee.
9. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

Lessee:

Thomas Stigler dba Stigler Farms, LLC

Lessor:

City of New Berlin

By:

David A. Ament, Mayor

LEASE AGREEMENT

This Lease Agreement is made and entered into this 24th day of January, 2022, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as "Lessor") and STIGLER FARMS, LLC, a Wisconsin limited liability company (hereinafter referred to as "Lessee").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes, the 14 acres of vacant land located at 20425 West Coffee Road, New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue through the end of the 2025 growing season. In no event shall the lease extend for longer than this period without the written consent of both parties.

2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$125.00 per acre for a total seasonal rental of \$1,750.00. Said sum shall be due by the close of City Hall on the last business day of December.

3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.

4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action, of any kind and every kind and nature, arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's options, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.

5. Right of Entry. Lessor or Lessor's agent shall have the right to enter the premises at any time.

6. Assignment and Sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this Lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.

7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect, at its sole cost, said policies of public liability insurance with limits of not less than \$2 Million for injury or death to any one person and \$1 Million with respect to damage to property. Lessee agrees to name Lessor as an Additional Insured under Lessee's

liability insurance policy and to provide evidence of such coverage to Lessor. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

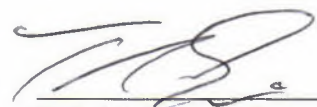
8. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

9. Integration. This Lease represents the complete agreement of the parties as to the issues set forth herein. It may only be modified in writing signed by both parties.

LESSOR:
City of New Berlin

LESSEE:
Stigler Farms, LLC

By: 
David Ament, Mayor

By: 
~~Bob Stigler, Member~~
Tom



REQUESTED ACTION STATEMENT

DATE: January 16, 2026

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss - Chief of Police

ISSUE: Recommend to Council – Approval of HSI Task Force Officer Memorandum of Understanding

REQUESTED: Approval of HSI Task Force Officer Memorandum of Understanding

FISCAL IMPACT:

The purpose of this memorandum of understanding is to assign one of our current detectives to a Homeland Security Investigations (HSI) task force comprised of representatives from numerous federal and local law enforcement agencies. It is crucial to note that officers assigned to this task force **will not** be utilized for investigations or operations involving matters of immigration.

The reason we are seeking council approval is due to the overtime our detective may accrue while working with the task force. HSI has secured “slot” funding, which is designated to reimburse task force agencies up to \$22,000, per year, per member.

RATIONALE:

In recent years, the New Berlin Police Department Investigation Division has received assistance on numerous occasions from HSI Agents for fraud investigations involving cryptocurrency. The HSI agents have always proven to be very knowledgeable and helpful when we have worked together on these cases. The HSI task force is comprised of agents from HSI, FBI, ATF, IRS, as well as representatives from local law enforcement agencies. This task force represents a great opportunity for our detective to gain experience with large scale drug and financial crimes investigations, while making valuable connections with representatives from other agencies.

The HSI Task Force Memorandum of Understanding was reviewed by City Attorney Schmitzer and he had no concerns.

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

regarding

THE DESIGNATION OF

EMPLOYEES

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and _____.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of _____.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of _____.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of _____ to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of _____ as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

_____ agrees:

- a. That only sworn law enforcement officers of _____ who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and

_____ .
If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: _____ :

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

E-mail Address: _____ E-mail Address: _____

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Name of HSI Official

Name of _____'s Official

Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement

Title of _____'s Official
Name of _____'s Agency

Date: _____

Date: _____

REQUESTED ACTION STATEMENT

DATE: January 27, 2026

TO: Common Council

FROM: Mayor Ament
Lucas Pichler, Director of Public Works
Melissa Beck, Human Resource Director

REQUESTED ACTION:

Recommendation to Council to authorize the change from a Part-Time Parks Office Coordinator to a Full-Time Parks Office Coordinator.

FISCAL IMPACT:

The change in the Parks Office Coordinator position from part-time to full-time has a financial impact of approximately \$53,000, dependent on benefit selection. This additional cost will be absorbed within the Department of Public Works approved 2026 budget with savings from vacant positions.

RATIONALE:

Currently, park athletic field and shelter reservations are managed by the Recreation Department. A schedule is prepared by Recreation and emailed to DPW which is then assigned to crews to prepare. This leads to miscommunication, lost revenue due to under-utilized fields, and general inefficiencies due to operations in separate departments.

To improve efficiency, both departments agree the field and shelter reservation operation should be moved under DPW's purview, with the parks office coordinator position assuming these additional tasks. In order to successfully transition the field and shelter reservations over to DPW, the parks office coordinator position would need to transition to full time to manage the additional responsibility and job duties.

RESOLUTION NUMBER 2026-02

A RESOLUTION REALLOCATING LIBRARY BUDGET FUNDS FROM THE MAINTENANCE CONTRACT ACCOUNT TO LIBRARY MATERIALS

WHEREAS, the library has to meet certain minimums to be exempt from the County Tax Levy. During the budget process the materials account was mistakenly reduced below the required amount, this resolution restores the budget line item to the needed amount.

WHEREAS, it was determined that \$775 is the amount needed to meet the county minimum.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be reallocated as follows:

TRANSFER FROM

15810000-54030 MAINTENANCE CONTRACT \$ 775

TRANSFER TO

15810000-54230 LIBRARY MATERIALS \$ 775

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

RESOLUTION ADOPTED by the New Berlin Common Council this 27th day of January 2026.

David Ament, Mayor

Countersigned:

Rubina R Medina, City Clerk