

Committee of the Whole Meeting Agenda



February 10, 2026 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published: 2/6/2026

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. January 27, 2026, Committee of the Whole Meeting Minutes
4. **UTILITY & FINANCE**
 - A. Discussion and possible recommendation to the Common Council to approve the February 11, 2026, Water Utility claims in the amount of \$159,295.33, Sewer Utility claims in the amount of \$6,625.91, and General City claims in the amount of \$422,704.88, including City Water/Sewer/Storm bills EFT payments of \$17,517.82 and U.S. Bank EFT payments for 2025 invoices in the amount of \$40,409.74 and 2026 invoices in the amount of \$15,526.34. Tax overpayment checks totaling \$42,072.70 were also generated
5. **MISCELLANEOUS**
 - A. Discussion and possible recommendation to the Common Council to approve the Homeland Security Investigations (HSI) Task Force Officer Memorandum of Understanding - ***This item was tabled at the January 27, 2026, Committee of the Whole Meeting***
 - B. Discussion and possible recommendation to the Common Council to approve a lease agreement with Stigler Farms, LLC to farm 17 acres of City-owned land for the 2026 and 2027 growing seasons for the property located approximately at Tax Key #: 1180.999.004 (known as Milham Park)
 - C. Discussion and possible recommendation to the Common Council to approve *the "renewal"* of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2026 and 2027 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997001)
6. **ADJOURN**

Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.

- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.

Committee of the Whole MEETING MINUTES



January 27, 2026 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

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

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Maxey, 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. January 13, 2026 Committee of the Whole Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: La Fever
Motion Passed: 7-0

4. 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

MOTION: Motion to approve

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

5. 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

MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Horbinski
Motion Passed: 7-0

- 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)

MOTION: Motion to approve

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

- C.** Discussion and possible recommendation to the Common Council to approve the Homeland Security Investigations (HSI) Task Force Officer memorandum of Understanding

Mayor Ament stated that the staff's request is to table this item for the next Committee of the Whole meeting.

MOTION: Motion to table the item for the next Committee of the Whole Meeting

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

- 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

MOTION: Motion to approve

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

- 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

MOTION: Motion to approve

VOTE: Motion by: Kroupa
Second by: Maxey
Motion Passed: 7-0

6. ADJOURN

MOTION: Motion to adjourn at 6:13 PM

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

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



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: _____

| |
|---|
| EXPIRATION DATE: |
| Expires no later than 2 years from certification date (#10) |

| |
|----------------------------------|
| HSI Credential Number: |
| Badge Number: (if applicable) |

DEPARTMENT OF HOMELAND SECURITY
 U.S. Immigration and Customs Enforcement
DESIGNATION, CUSTOMS OFFICER (EXCEPTED) – TITLE 19 TASK FORCE OFFICER
 (Homeland Security Investigations Directive 14-02)

Pursuant to the provisions of 19 U.S.C. § 1401(i) and as delegated, and by agreement with your employing agency, **you are hereby designated a Customs Officer (Excepted) without additional compensation, hereinafter referred to as a Title 19 Task Force Officer (TFO)**. This designation, for the performance of such duties as outlined below, will be in effect while you remain in your present position and location until the expiration date, unless revoked at an earlier date. In performing the duties of a TFO, you will be subject to guidelines, directives, and instructions of the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI). Arrangements will be made for you to receive the training necessary to perform your duties as a TFO according to HSI Directive 14-02, "Law Enforcement Officers Designated to Act as Customs Officers (Excepted) for Investigative Purposes – Domestic", dated May 7, 2014, or as updated.

Duration of Designation: Designations under this Directive are valid for a period of 2 years from the date the TFO Course was completed. Title 19 TFOs may be redesignated for an additional 2 years, without additional training, upon the completion of a new Designation Form, ICE Form 73-001 (this form). Redesignation must be accomplished before the expiration of the original designation. Title 19 TFOs must attend the TFO Course no less than every 4 years to remain designated.

| | | |
|---|--|--------------------------------|
| 1. TFO's Full Legal Name: | 2. Last 4 of Social Security Number: | 3. Date of Birth: |
| 4. Parent Agency (Full Name – NO ACRONYMS): Address _____ Street _____ City _____ State _____ Zip Code _____ | 4a. Phone Number: | 4b. Parent Agency E-mail: |
| | 4c. ICE or DHS E-mail (Required for Full and Part-time TFOs): | |
| | 5. Parent Agency Position/Rank: | 6. Parent Agency Badge Number: |
| 7. Parent Agency Supervisor: | 7a. Phone: | 7b. E-mail: |
| 8. HSI Designated Supervisor: | 8a. Phone: | 8b. E-mail: |
| 9. HSI Office Assigned: | 10. Certification/Recertification Date (Certification expires 2 years from): (Date of training completion or date recertified by the SAC for an additional 2 years prior to expiration of first 2 years.) | |

| | |
|--------------------------------|--|
| 11. Cancellation/Revoked Date: | Cancellation Authorizing Signature (HSI): (Expires 2 years from date above (#10), if no signature present) |
|--------------------------------|--|

12. TFO Status:

Full-Time: A TFO who is co-located with HSI and is working directly for an HSI first- or second-line supervisor for a minimum of 30 hours per week and is significantly contributing to investigations. *(ICE or DHS e-mail required)*

Part-Time: A TFO who is co-located with HSI and is working directly for an HSI first- or second-line supervisor for a minimum of 8 hours per week and is significantly contributing to investigations. *(ICE or DHS e-mail required)*

On-Call: A TFO who does not meet the standards of either a Part-Time or Full-Time TFO, who is occasionally called upon to assist HSI, including officers working strictly in a uniformed capacity, who does not report directly to HSI. *(ICE or DHS e-mail recommended; required to fly armed.)*

13. Authorities Granted:
 Only the marked duties are authorized for the TFO.

Carry a firearm, in accordance with federal law, that he or she is authorized and qualified to carry by his or her parent agency while on duty.

Execute and serve orders, search warrants, arrest warrants, subpoenas, summonses, and other processes issued under the authority of the United States, in accordance with laws administered and/or enforced by HSI.

Make arrests without warrant for any offense against the United States committed in his or her presence or for a felony, cognizable under the laws of the United States, committed outside his or her presence for which sufficient probable cause exists.

Perform other law enforcement duties which may be authorized under 19 U.S.C. § 1589a.

Make seizures of property in compliance with the Constitution of the United States and the Customs laws.

Conduct customs border searches for merchandise being imported into or exported from the United States, and detain such persons or articles necessary to that end, or as otherwise may be subject to seizure under the laws of the United States.

Other authorities: _____

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of February 2026 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Thomas 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 17 acres of vacant land located at approximately Tax Key #: 1180.999.004 (known as Milham Park), 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 \$2,125.00 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 2017 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Bob Stigler, 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 17 acres of vacant land located at 20900 West Cleveland Avenue, New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue through the end of the 2021 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 \$2,125.00. 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 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 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 expected. 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. The lessee agrees to name Lessor as an additional insured under Lessee's liability insurance policy and to provide evidence of such coverage to the 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 of 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 be only modified in writing signed by both parties.



Bob Stigler

CITY OF NEW BERLIN

By: 

Dave Ament, Mayor



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 Stilger Farms, LLC to farm lands owned by the City located at approximately Tax Key #: 1180.999.004 (known as Milham Park).

DATE: January 26, 2026

REQUESTED ACTION: Requested Action Statement for the approval of a lease agreement with Stigler Farms, LLC to farm 17 acres of City owned land for the 2026 and 2027 growing seasons for the property located approximately at approximately Tax Key #: 1180.999.004 (known as Milham Park).

FISCAL IMPACT: The price per acre lease rate is \$125. Therefore, the total annual seasonal rental from this agreement is \$2,125 for the 17 acres.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

The City was approached by Mr. Thomas Stilger of Stigler Farms, LLC with a request to lease and farm the 17 acres of land that he has farmed for many years. This lease is essentially a renewal of a prior lease.



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm city-owned land located at approximately 5851 S. Sunnyslope Road.

DATE: January 27, 2026

REQUESTED ACTION: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2026 and 2027 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997001).

FISCAL IMPACT: The price per acre lease rate is \$125. Therefore, the total annual seasonal rental from this agreement is \$2,500 for the 20 acres.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

Back in 2020, the City was approached by Mr. Glenn Brueggemann of Brueggemann Farms with a request to lease and farm the 20 acres of land owned by the City of New Berlin in Section 35 that had been acquired from the Loomis Family Farm Trust for the City’s future park complex. These 20 acres purchased by the city were then combined into a parcel the city had already purchased and then created a 39.14 acre parcel (Lot # 1) with an address of 5851 S. Sunny Slope (Tax Key #: 1289.997.001).

Mr. Brueggemann did farm these 20 acres in 2020, 2021, 2022, 2023, 2024 & 2025 under previously approved lease agreements. The approval before you is for the renewal of this lease agreement with the same terms and conditions as before. This agreement has been reviewed by the City Attorney. The farming activity would continue to only take place on the western-

most, 20 acre portion of these lands. The CSM is attached and the area to be farmed is labeled “Future Park Complex” and is oriented north-south on Lot # 1.

Ultimately, these lands are planned to be part of a sports complex / park but overall construction is not anticipated to start for a few years yet. The Common Council did take action to approve the construction of a new driveway, parking lot and soccer fields in 2021 on the eastern portion of Lot # 1 in 2021 and this should not impact the farming activities identified in this RAS. If plans do materialize for the development of the balance of the sports complex staff will bring this back for the Mayor’s and Common Council’s consideration and possible termination of this lease depending upon construction timelines.

City of New Berlin Contract Routing Form

Name of Contractor: Glenn Brueggeman

Contract Date: 6/24/20

Expiration Date: 12/31/21

Contract Amount: \$2,000/growing season

Other Dates of Significance: _____

Contract Initiator/Dept: _____

Public Construction Contract? Yes No

City Attorney has reviewed & approved this contract with the following comments if any:

*← Nikki/Greg
Pls complete
Melody*

City Attorney _____ Date _____

Date Contract was approved by Council: 6/23/20

Routing for contract signatures:

| | | | |
|---------------|--------------------------|------------------|-------------------------------------|
| City Attorney | <input type="checkbox"/> | Finance Director | <input type="checkbox"/> |
| City Clerk | <input type="checkbox"/> | Mayor | <input checked="" type="checkbox"/> |
| Other | <input type="checkbox"/> | | |

Contract Information entered into database by Clerk's Office:

**Completed copy of this form should be returned to contract initiator
This Contract Routing Form will be retained by the City Clerk along with the
original executed contract.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

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 Justin Dillow - State Farm S75W17475 Janesville Rd #2 Muskego, WI 53150 #262-710-4533 | CONTACT NAME: Justin Dillow - State Farm PHONE (A/C, No, Ext): 262-710-4533 E-MAIL ADDRESS: Justin@muskegoagent.com FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 |
| INSURED Brueggemann Farms, LLC (Multiple Locations) 17380 W College Ave Muskego, WI 53150 #414-418-4536 | INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

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 INSR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARM/RACH | X | 99-E7-7929-7F | 03/31/2020 | 03/31/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 409,485 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ OTHER: \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
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| CERTIFICATE HOLDER Glenn & Ryan Brueggemann Muskego, WI 53150 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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LEASE AGREEMENT

This Lease Agreement is made and entered into this 24 day of June 2020 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Glenn Brueggemann dba Brueggemann Farms 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 20 acres of vacant land located at 5851 S. Sunnyslope Road (Tax Key #: 1289997001), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2020 and 2021 growing seasons. In no event shall the lease extend for longer than December 31, 2021 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 \$100.00 per acre for a total seasonal rental of \$2,000 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. 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:



Glenn Brueggemann dba Brueggemann Farms

Lessor:

City of New Berlin

By: 

David A. Ament, Mayor