



Common Council Meeting Agenda

March 10, 2026 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 3/5/2026

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. February 24, 2026, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. UTILITY COMMITTEE

A. UT 09-26 Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$22,600.00. Total cost not to exceed \$202,600.00 for Professional Services for the entire project.

Suggested Motion: *"I move to approve a Professional Services Contract Revision to Clark Dietz, Inc., as outlined in the agenda packet and approved unanimously by the Utility Committee on February 24, 2026."*

8. DEFERRED, REFERRED & TABLED ITEMS

9. ITEMS REMOVED FROM CONSENT AGENDA, if any

10. 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.

11. MINUTES

A. February 24, 2026, Committee of the Whole Meeting Minutes

12. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the March 11, 2026, claims, including Water Utility claims of \$353,017.90, Sewer Utility claims of

\$18,535.30, and General City claims of \$865,136.54, including a US Bank Visa EFT payment of \$33,499.80.

13. LICENSES & PERMITS

- A. Discussion and possible action to approve a Class “B” Beer and “Class C” Wine Alcohol License for Firefly Nook Gatherings, LLC, d/b/a Firefly Nook Gatherings, located at 2705 S. Calhoun Rd., with Andrea Kohloff as agent, for the current license year ending June 30, 2026, contingent upon the applicant meeting all City requirements

14. MISCELLANEOUS

- A. Municipal Court Department Update
- B. Discussion and possible recommendation to the Common Council to award a contract to Wil-Surge Electric, Inc. in the amount of \$23,976.00 for the Malone Park Fiber Installation Project, subject to City Attorney review
- C. Discussion and possible recommendation to the Common Council to award a contract to Toepfer Security in the amount of \$106,616.00 for the door access control and video surveillance for the Malone Park structures project, subject to City Attorney review

15. END CONSENT AGENDA-----

16. CLOSED SESSION

- A. *The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- B. Benash Claim

17. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Benash Claim

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

February 24, 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.

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

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Council President Harenda called the meeting to order at 6:19 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

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

Excused: Alderperson Joseph Stribl, Mayor Dave Ament

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

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

4. APPROVAL OF MINUTES

A. February 10, 2026, Common Council Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson La Fever
Motion Passed 6-0

5. REPORTS

A. City Clerk

No Report.

B. Council President

No Report.

C. Mayor

No Report.

6. **COMMUNICATIONS**

No Communications.

7. **FINANCE COMMITTEE**

A. Discussion and possible vote on Procurement Policy Limits

Suggested Motion: *"I move to approve the Procurement-Purchase Policy and adjusted approval level as outlined in the agenda packet and approved unanimously by the Finance Committee on February 12, 2026."*

MOTION: Motion to Approve

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

8. **SAFETY COMMISSION**

A. 25-11: Possible creation of an ordinance to allow all-terrain vehicle (ATV) operation on City of New Berlin roadways.

Suggested Motion: *"I move to take no action on agenda item 25-11, which was the possible creation of an ordinance to allow all-terrain vehicle (ATV) operation on City of New Berlin roadways. The motion to take no action was unanimously passed by the Safety Commission on December 10, 2026, based on the recommendation of the Streets, Engineering, Police Department, and other Safety Commission discussion and feedback."*

Ald. Kroupa noted that the correct date of the Safety Commission meeting was December 10, 2025, not 2026 as indicated on the agenda.

MOTION: Motion to Approve taking no action on the creation of an ordinance to allow all-terrain vehicle (ATV) operation on City of New Berlin roadways

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

9. **DEFERRED, REFERRED & TABLED ITEMS**

10. **ITEMS REMOVED FROM CONSENT AGENDA, if any**

No items removed.

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 Maxey
Second by: Alderperson Kroupa
Motion Passed 6-0

12. MINUTES

A. February 10, 2026, Committee of the Whole Meeting Minutes

13. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve payment of the February 25, 2026, claims as follows: Water Utility claims in the amount of \$31,768.15; Sewer Utility claims in the amount of \$39,031.81; and General City claims in the amount of \$927,260.07, which includes a We Energies EFT payment of \$80,298.04 for December 2025 City electric and gas usage.

14. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve a Change of Agent for Kwik Trip #971, located at 2102 S Moorland Rd., to Eric Thomas for the licensing period ending June 30, 2026.

15. MISCELLANEOUS

A. New Berlin Hills Golf Course Overview

16. END CONSENT AGENDA-----

17. CLOSED SESSION

18. RECONVENE TO OPEN SESSION

19. ADJOURN

MOTION: Motion to Adjourn at 6:22 PM

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

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

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Jacobs Ridge Lift Station Upgrade Amendment 3

LOCATION: Jacobs Ridge Lift Station

REQUEST: To approve Professional Services Contract Amendment For Design Modification

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$22,600.00. Total cost not to exceed \$202,600.00 for Professional Services for the entire project.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Jacobs Ridge Lift Station Upgrade Amendment 3

DATE STAFF REPORT CREATED: February 19, 2026

CUSTOMER/PROJECT NAME: Jacobs Ridge Lift Station Update
Contract Revision

ISSUE/DESCRIPTION OF PROJECT: The Utility would like Clark Dietz to make necessary design modifications to the Jacobs Ridge project.

REQUESTED ACTION:
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$22,600.00. Total cost not to exceed \$202,600.00 for Professional Services for the entire project.

SOURCE OF FUNDS: 2025 CIP Budget

RATIONALE:
This work is necessary to complete the plans to perform the upgrade in 2026.

UTILITY MANAGER RECOMMENDATION: See Executive Summary

ATTACHMENTS: Professional Services Agreement, Amendment 3

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 3

Jacobs Ridge Lift Station Rehabilitation (“Project”)

This Amendment to the Professional Services Agreement dated May 5, 2025 is by and between:

City of New Berlin (“Client”)

3805 S Casper Drive
New Berlin, WI 53151

and,

Clark Dietz, Inc. (“Clark Dietz”)

500 N. 3rd Street, Suite 703
Wausau, WI 54403

Who agree as follows:

Whereas; Clark Dietz will prepare a revised plan set to shift the lift station building to the southwest side of the site, update the bidding documents, and reissue the project for bidding as requested by City staff.

Now Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

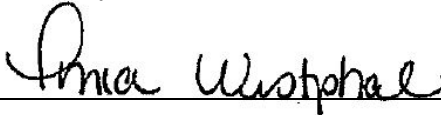
Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: 

Title: Vice President

Date: February 19, 2026

**PART I
SERVICES BY CLARK DIETZ**

A. Amendment Description

The work of this amendment includes preparation of revised project plans to shift the lift station building to the west. This work was requested by the Client. The revised building location will allow for better coordination with the adjacent property owner. It will be necessary to update the plan set and contract documents and reissue them for bidding.

B. Scope

The original contract scope shall be modified as follows:

1. DESIGN PHASE

- a. Meet with City staff to discuss the new building location and site accessibility requirements.
- b. Revise the design of lift station components:
 - 1) Pressure pipes between pumps and building
 - 2) Piping layout in mechanical room
 - 3) Location of electrical and control panels in mechanical room
 - 4) Building elevations
- c. Minimize building dimensions while maintaining clearance around equipment.
- d. Prepare revised site grading, site utilities, mechanical sections and details, structural, electrical, and HVAC design drawings.
- e. Coordinate gas and electric service locations with utility company.
- f. Prepare a revised opinion of probable construction cost.
- g. Submit the revised project plans to City Utilities staff for review.
- h. Meet with City Utilities staff to discuss the revised project plans.
- i. Address comments from City Utilities staff on revised project plans.
- j. Perform internal QA/QC review.
- k. Submit revised plans to WDNR for informational purposes. No additional permitting is expected.
- l. Revise front end contract documents.
- m. Prepare final plans and project manual for bidding on a revised schedule.

- n. Submit bidding documents to City Utilities staff.
 - o. The scope of services does not include:
 - 1) Requests made by any party other than the Client.
 - 2) Coordination with parties other than the Client.
 - 3) Changes made after the preliminary plan is set by the Client.
2. BIDDING/NEGOTIATION PHASE
- a. Prepare the revised bid advertisement.
 - b. Reissue documents for bidding.
 - c. Notify previous plan holders about the rebid.
 - d. Answer bidders' questions.
3. CONSTRUCTION PHASE – No change.

C. Schedule

The original contract schedule shall be modified as follows:

Project Bid	April 2026
Notice of Award	May 2026
Pre-construction Meeting	June 2026
All Work Complete	June 2027*

*This schedule is based on Clark Dietz's design services schedule and the final completion date expected to be included in the project manual.

D. Assumptions/Conditions (If applicable)

This Amendment is subject to the following assumptions/conditions:

- 1. No change

PART II
CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

1. No Change

B. Representative

1. No Change

C. Decisions

1. No Change

D. Other

1. No Change

**PART III
COMPENSATION**

A. Compensation

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$ 22,600.00 . This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$ 202,600.00 .

B. Billing and Payment – No Change

Committee of the Whole MEETING MINUTES



February 24, 2026 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Council President Harenda 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 Horbinski, Alderperson Kroupa

Excused: Alderperson Joseph Stribl, Mayor Dave Ament

Staff Present: 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. February 10, 2026, Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson La Fever
Motion Passed 6-0

4. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve payment of the February 25, 2026, claims as follows: Water Utility claims in the amount of \$31,768.15; Sewer Utility claims in the amount of \$39,031.81; and General City claims in the amount of \$927,260.07, which includes a We Energies EFT payment of \$80,298.04 for December 2025 City electric and gas usage.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa

Second by: Alderperson Hopkins
Motion Passed 6-0

5. LICENSES & PERMITS

- A.** Discussion and possible recommendation to the Common Council to approve a Change of Agent for Kwik Trip #971, located at 2102 S Moorland Rd., to Eric Thomas for the licensing period ending June 30, 2026.

MOTION: Motion to Approve

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

6. MISCELLANEOUS

- A.** New Berlin Hills Golf Course Overview

The General Manager of New Berlin Hills Golf Course, Matt Tausig, provided an overview to the Council. The handout is included in the agenda packet.

7. ADJOURN

MOTION: Motion to Adjourn at 6:17 PM

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

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

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period 2025-26

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

- Class "A" Beer \$ _____
 Class "B" Beer \$ _____
 "Class A" Liquor \$ _____
 "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____
 Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) Firefly Nook Gatherings			
2. Business Trade Name or DBA Firefly Nook Gatherings LLC			
3. FEIN 39-3486476		4. Wisconsin Seller's Permit Number 456-1032193888-04	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 7-16-2025	8. Wisconsin DFI Registration Number F 079 056
9. Premises Address 2705 S. Calhoun Rd			
10. City New Berlin		11. State Wi	12. Zip Code 53151
13. County Waukesha		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: New Berlin	15. Aldermanic District
16. Premises Phone None		17. Premises Email info@fireflynookgatherings.com	18. Website fireflynookgatherings.com
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. see attached. consumed and served in "Event Space" records and beverage stored in "Storage Space"			
20. Mailing Address (if different from premises address) Same			
21. City		22. State	23. Zip Code

Part B: Questions		
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No
 beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

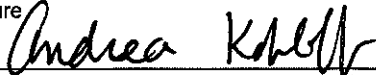
Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Kohloff	Andrea	CEO/agent	262327-0016

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

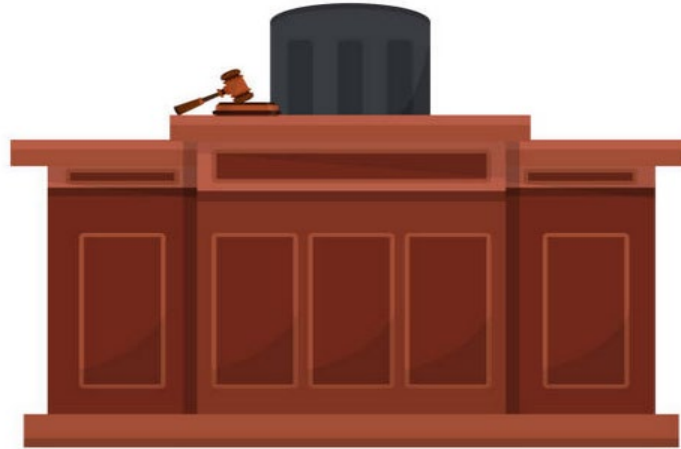
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Kohloff	First Name Andrea	M.I. J
Title CEO	Email info@fireflynoosegatherings.com	Phone 262 327-0016
Signature 		Date 2-23-26

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Municipal Court Common Council Update



Catharine Hausen

Court Staff

Court Room

- Judge Joseph Dorlack
- Attorney Thomas Schmitzer
- Attorney Matthew Gralinski

Clerks

- Catharine Hausen
- Anna Aldi
- Sally Friedbacher

Security

- Officer Tony Fus
- Sergeant Phillips
- Officer Erica Komorowski

Court Sessions

Sessions

- 1st and 3rd Wednesdays at 8:30 am
- 2nd Wednesday at 7:00 pm
- 4th Wednesday pre-trials

Appearances

- 48 court dates
- \$76,143 collected during court
- 696 tickets processed

Trials

- 33 scheduled
 - Speeding
 - Operating while Intoxicated

Juveniles

- 95 juvenile cases

Tickets

2023

- 6,044 total tickets
 - 99 Operating while Intoxicated
 - 1,168 Speeding
 - 65 mph on Coffee Rd
 - 241 Parking

2024

- 6,544 total tickets
 - 113 Operating while Intoxicated
 - 1,224 Speeding
 - 59 mph on Greenfield Ave, 3 tickets 45+
 - 551 Parking

2025

- 6,268 tickets
 - 111 Operating while Intoxicated
 - 1,081 Speeding
 - 66 mph on National Ave. 7 tickets 45+
 - 22 Sell/Give Liquor to Minor
 - 658 Parking

Enforcements

Driver's License Suspension

- Traffic Non-Payment
- Approximately 500 suspensions

Registration Suspension

- Parking Non-Payment
- 74 suspensions

Arrest

- Proof of Service
- Balance of \$1,446

Collections

State Debt Collection (SDC)

- No cost to the Court
- Returns, lottery, wages, bank accounts
- **2024**
 - 660 balances submitted
 - \$115,225 collected
- **2025**
 - 406 balances submitted
 - \$152,514 collected

Tax Refund Intercept Program (TRIP)

- No costs to the Court
- Wisconsin State Tax Return
- Parking and Writs of Commitment
- **2024**
 - \$3,164 collected
- **2025**
 - \$4,323 collected

Revenue Totals

2023

- Proposed revenue \$315,000
- Revenue collected \$336,532

2024

- Proposed revenue \$330,000
- Revenue collected \$392,635

2025

- Proposed revenue \$350,000
- Revenue collected \$423,036

2026

Upcoming Goals

- Expand Juvenile sentencing methods
- Investigate addition translation options

Continuing Goals

- Aggressive collections and enforcements
- Offer professional service
- Coordinated and cohesive relationship with the NBPD and other city departments



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Dan Hogan, Municipal Project Coordinator

RE: Requested Action Statement for approval to award contract to Wil-Surge Electric, Inc for the Malone Park fiber installation project.

DATE: March 10, 2026

REQUESTED ACTION: Approval to award contract, subject to City Attorney review and approval, with Wil-Surge Electric, Inc in the amount of \$23,976.00 for the Malone Park fiber installation project.

FISCAL IMPACT: The funds to be used are from CIP account 04252900-61118-C2026 Malone Park. The total for this not-to-exceed contract is \$23,976.00. The Engineers Estimate for this project was \$51,000.00.

SOURCE OF FUNDS: CIP Account #: 04252900-61118- C2026

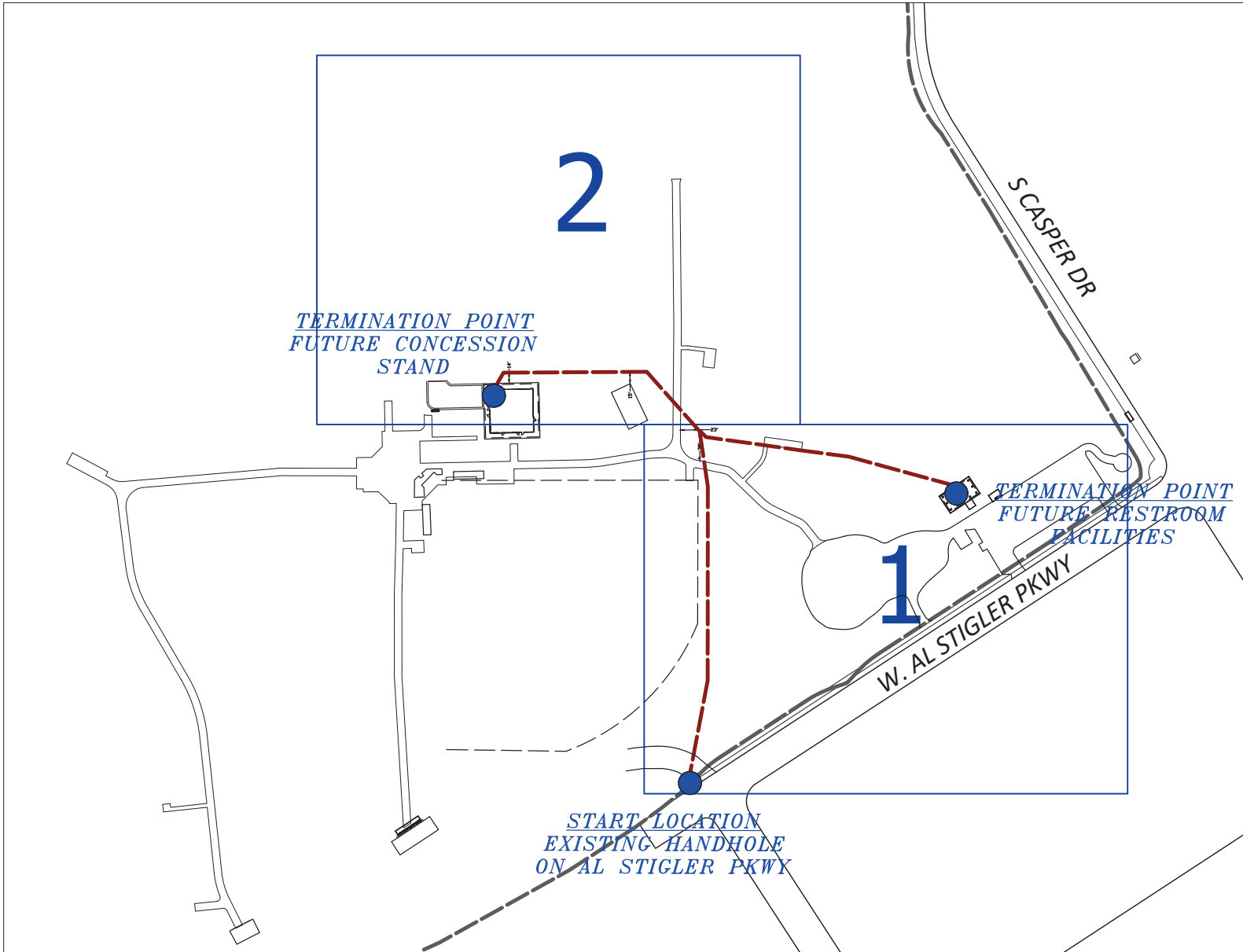
RATIONALE/BACKGROUND: This project will connect the City fiber network that is already in place along Al Stigler Pkwy to the new Malone Park playground bathroom and the new concession/pavilion building. Connecting these two buildings to the City's network allows for the installation of our card access and video surveillance equipment that can be remotely monitored by the New Berlin Police Department and appropriate staff members.

The fiber installation will also allow the City to plan for future cameras at the Malone Park playground, basketball court and baseball/softball quad, further enhancing the safety of the park.

New Berlin Malone Park Fiber Project

Contractor	Pre Qual	Bid Bond	Amount
Wil Surg	X	X	\$ 23,976.00
Duluca	X	X	\$ 28,000.00
IHC	X	X	\$ 88,613.00
IV Network	X	X	\$ 35,410.00
Michaels	X	X	\$ 45,007.58
Elexco	N/A	X	N/A
WhiteCO	X	X	\$ 39,058.00

02/25/2026 @ 11am



ORGANIZATION & PROJECT NAME	
CITY OF NEW BERLIN - PROJECT NO.2200053-F FIBER OPTIC CONNECTION	
KEY MAP	
GEOGRAPHIC INFORMATION	
TOWNSHIP	N/A
RANGE	N/A
SECTION	N/A
1/4 SECTION	N/A
LEGEND	
	= New Underground
	= New Handhole
	= New Aerial
	= Telco
	= Cable TV
	= Electric
	= Gas
	= Water
	= Sanitary Sewer
	= Storm Sewer
	= Private Fiber Optic
	= Right of Way
PERMIT(S) REQUIRED ON THIS PRINT	
PERMIT #1	N/A
PERMIT #2	N/A
PERMIT #3	N/A
REVISIONS	
REVISION #	DATE
REV#1	
REV#2	
REV#3	
REV#4	
REV#5	
MCE CONTACT INFORMATION	
ENG. NAME:	DAN BECKER
ENG. PHONE:	920-314-0980
ENG. E-MAIL:	DBECKER@MCEWI.COM
DRAWN BY:	GREG SELISSEN
MCE MAIN NUMBER	877.870.6968
Fiber Optic Specialists MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC. PO BOX 11064, GREEN BAY, WI 54307 PHONE: 877.870.6968	
SCALE	SHEET NUMBER
N/A	OVERVIEW
PLOT DATE	
7.8.2025	

BID FORM
Former City of New Berlin Community Center Mass Demolition
New Berlin, WI

Company Name: Wil-Surge Electric, Inc.

Contact(s): Tyler Lowe - tyler@wilsurge.com
(Name and E-mail Address)

Addendum(s) Acknowledged: X through X.

Base Bid Amount: State the amount to provide all labor and materials to furnish and install the work described herein, exclusive of sales tax per State law. The lump sum cost below included any allowances, materials and equipment provided by the bidders.

Base Bid Amount: Twenty-three thousand, nine hundred seventy-six Dollars
(Amount in Words)

(Repeat in Figures) \$ 23,976

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.


1.2 SCHEDULE OF ALTERNATES

- A. No Alternates for this project.

Statement of Bidder

1. I have examined and carefully prepared this bid from the Drawings, Project Manual and other Contract documents and have checked the same in detailed before submitting this proposal.
2. I am financially able and have under my jurisdiction, the organization and the personnel to complete the work as shown and specified in strict accordance with the terms of the Contract Documents.
3. This bid is based upon, and conforms to all requirements shown on the bid documents prepared by The City of New Berlin and all addenda acknowledged herein.
4. This statement is hereby made a part of the foregoing bid.

SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 25th day of February, 2026.
- B. Submitted By: Wil-Surge Electric, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Daryl Willing (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Contact Phone Number: 262-781-9210

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Wil-Surge Electric Inc.

as Principal, (hereinafter called the "Principal"), and Merchants National Bonding, Inc.

6700 Westown Parkway, West Des Moines, IA 50266-7754

, a corporation duly organized under the laws

of the State of Iowa, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

City of New Berlin - 3805 S. Casper Drive, New Berlin, WI 53151

as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent (5%) of Principal's Bid
Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Malone Park Fiber Network Installation project located at 16400 W Al Stigler Pkwy, New Berlin, WI 53151

Owner Project No. PK-2200053-F

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of February A.D., 2026

Delayne Appl
Delayne Applin
Witness

Wil-Surge Electric Inc.
Principal
[Signature] (SEAL)
Daryl Willing, President

Kelly School
Kelly School
Witness

Merchants National Bonding, Inc.
Surety
By [Signature]
Terence R. Geszvain, Attorney-in-Fact.



Printed in cooperation with the American Institute of Architects (AIA) by Merchants National Bonding, Inc.

Merchants National Bonding, Inc.

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chris Brehmer; Jason A Braatz; Linda Mengel; Melissa Babiak; Randy L Brehmer; Terence R Geszvain

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

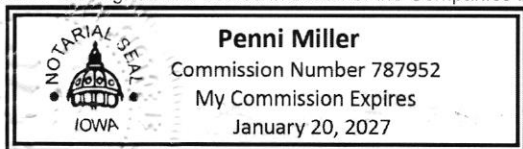



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of February, 2026.




Secretary



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Dan Hogan, Municipal Project Coordinator

RE: Requested Action Statement for approval of contract with Toepfer Security for the Malone Park structures project.

DATE: March 10, 2026

REQUESTED ACTION: Approval of contract, subject to City Attorney review and approval, with Toepfer Security Corporation for door access control and video surveillance for the Malone Park structures project in the amount of \$106,616.00.

FISCAL IMPACT: The funds to be used are from CIP account 04252900-61118-C2026 Malone Park. The total for this not-to-exceed contract is \$106,616.00. The Engineers Estimate for this project was \$100,00.00.

SOURCE OF FUNDS: CIP Account #: 04252900-61118-C2026

RATIONALE/BACKGROUND: Toepfer Security is the contractor used for all installation and maintenance of door access and security systems for City facilities. Contracting with Toepfer will allow the City to maintain that continuity and more easily integrate the new equipment into the City’s existing system.

The Malone Park structures project is scheduled to be completed prior to the 4th of July Festival in 2026. As part of this project, the City is integrating the fiber network into these buildings to allow for the installation of card access and video surveillance. Having these tools at these facilities will allow the City to better secure the buildings and reduce the manpower and number of physical keys needed to open and close facilities for special events and

rentals. The door schedule can be remotely accessed by staff, allowing for maximum efficiency.

The video surveillance will not only be used for general park safety but will also be utilized for the 4th of July Festival and will be an added asset to Emergency Government and the New Berlin Police Department.



2215 Corporate Drive
Waukesha, WI 53189

Phone: 262.650.7233
Fax: 262.650.6644

toepfersecurity.com

February 10th, 2026

Dan Hogan
Municipal Project Coordinator
City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151

Re: Malone Park Concession – Access Control, Video Surveillance

Access Control System: Concession

- (1) Software House iSTAR Ultra G2-016-SE wall mount Access Controller, **initial 16-reader capacity**

- (1) LSP/SWH PSX 250/250 with (2) C8/ D8 wall mount Power Supply

- (12) HID multi-technology Card Reader – Signo 40
 - Door 103A
 - Door 102A Storage Double
 - Door 102 Storage/Utility Double
 - Door 102B Storage Utility
 - Door 101A Concessions
 - Door 105A Men's Room
 - Door 106A Women's Room
 - Door 107A Rear Kitchen
 - Door 103B East Entrance
 - Door 107B Main Kitchen
 - Door 104A Storage Room
 - Door 104 Janitor Closet

Access Control System(cont'd):

(12) GRI concealed mount Door Position Switch, 3/4"

(12) Bosch DS160 "RTE" Motion Detector

(12) HES 1500C Electrified Strike

- (2) Locknetics DC-HD-16 Door Cord
- Door 102A Storage Double
- Door 102 Storage/Utility Double

(Rqd) Connectors and Hardware

Provide and Install (3600') 4element Access Control Cable

Commissioning, Programming, and Testing Labor

Project Engineering, Administration/Management

Access Control System Total

\$ 58,715.00

Access Control System: Restroom Pavilion

- (1) Software House iSTAR Edge G2 Wall Mount Access Controller, **initial 4-reader capacity**
 - (1) Software House PSX-250-D8P-E1 Wall Mount Power Supply
 - (3) HID multi-technology Card Reader – Signo 40
 - Men’s Bathroom
 - Women’s Bathroom
 - Mechanical Room
 - (1) Software House RM-4 Module
 - (3) GRI concealed mount Door Position Switch, 3/4”
 - (3) Bosch DS160 “RTE” Motion Detector
 - (3) HES 1500C Electrified Strike
 - (Rqd) Connectors and Hardware
- Provide and Install (300’) 4element Access Control Cable
- Commissioning, Programming, and Testing Labor

Access Control System Total **\$ 13,115.00**

Video Surveillance System: Restroom Pavillion

- (2) AXIS P3747-PLVE **4-imager** Dome Camera
 - (2) Ditek DTK-MRJPOE Surge Suppressor for Outdoor Cameras
 - (Rqd) Connectors and Hardware
- Provide and Install Cat6 Network Cable (200’)
- Commissioning, Programming, and Testing Labor

Video Surveillance System Total **\$ 6,580.00**

Project Total Restroom Pavillion **\$ 19,695.00**

Video Surveillance System: Concession

(1) IP Desktop Q-Series exacqVision NVR with 1 IP Enterprise license (64 max), 12TB Internal storage. Windows 11 IoT Ent LTSC OS on SSD, 8GB RAM, Dual 2.5GbE on-board, 4 x USB, 1 x HDMI, 2 x DP, 1 x VGA. Includes mouse and keyboard. Pre-installed exacqVision VMS software with Lifetime SSA and 5 year RMA hardware warranty.

(9) Exacq technologies Enterprise Camera License

(5) AXIS P3747-PLVE **4-imager** Dome Camera

(5) Ditek DTK-MRJPOE Surge Suppressor for Outdoor Cameras

(Rqd) Connectors and Hardware

Provide and Install Cat6 Network Cable (1500ft)

Commissioning, Programming, and Testing Labor

Project Engineering, Administration/Management

Video Surveillance System Total

\$ 28,205.00

Project Total Concession's

\$ 86,920.00

Exclusions/Items and Services Not Included (To be Provided by Others):

- 1) **Back-boxes, conduit, and raceways.**
- 2) **A/V monitors/TV's, monitor/TV mounts, and microphones.**
- 3) **Frame Preparations for Mechanical and electronic door hardware.**
- 4) **Door release upon fire alarm activation, where required.**
- 5) **Network connections to access controllers, and owner provided server and client hardware.**
- 6) **PoE network connections for cameras, intercoms, and intercom relay I/O modules.**
- 7) **Network switches, patch panels and patch cables.**
- 8) **Technology equipment racks and cabinets.**
- 9) **PoE extender(s), where required.**
- 10) **System schematic diagrams, system wiring diagrams, as-built drawings, and port/switch/cabling labeling.**
- 11) **Fire retardant back-board for access controllers and power supplies.**
- 12) **Provision of scissors lift/bucket truck.**
- 13) **Bid and/or Performance Bond(s).**
- 14) **Permit(s), where necessary.**
- 15) **Access cards, access fobs, and other access credentials.**

Thank you, Dan.

Toepfer Security Corporation