Committee of the Whole Meeting Agenda

August 25, 2026 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Agenda Amended: 8/24/2026 @ 3:53 PM
Agenda Published: 8/21/2026

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **NEW BUSINESS**
   - **A.** Discussion and possible recommendation to the Common Council to adopt Resolution No. 2026-17, a Resolution Affirming the City of New Berlin's Commitment to Religious Freedom and the Community
4. **APPROVAL OF MINUTES**
   - **A.** July 28, 2026, Committee of the Whole
5. **UTILITY & FINANCE**
   - **A.** Discussion and possible recommendation to the Common Council to approve the August 26, 2026, Water Utility claims in the amount of $19,997.23, Sewer Utility claims in the amount of $501,824.55, and General City claims in the amount of $640,481.20. Tax overpayment checks totaling $1,245.99 were also generated, along with a U.S. Bank VISA EFT in the amount of $27,029.90 and a We Energies EFT in the amount of $63,842.92.
6. **LICENSES & PERMITS**
   - **A.** Discussion and possible recommendation to the Common Council to approve the Extension of Premise for The Varsity Club, located at 12400 W. Beloit Road, for the Fall Fest event to be held in the establishment's parking lot on September 25th & 26th, 2026 from 2:00 PM to 11:00 PM, contingent upon the satisfaction of all City requirements
7. **MISCELLANEOUS**
   - **A.** Discussion and possible recommendation to the Common Council to approve the Badura donation agreement.
   - **B.** Discussion and possible recommendation to the Common Council to approve Resolution 2026-16, a Resolution Authorizing the Issuance and Sale of $10,130,000 General Obligation Promissory Notes, Series 2026A.
   - **C.** Fire Department Update
   - **D.** Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-15, a Resolution of Eligibility for Exemption from the 2026 County Library Tax Levy for 2027 Purposes.

E. Recommend to Common Council that a joint public hearing be set for October 5, 2026 at 6:01 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 16 - Neighborhood "F" Urban Neighborhood South and Chapter 10 - Land Use) for the property located at 4675 S. Moorland Road (Tax Key #: 1240.987.001) from Urban Residential to Institutional and to rezone the property at 4675 S. Moorland Road (Tax Key #: 1240.987.001) from R-3 to I-1.

8. 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.

City of New Berlin

Resolution No. 2026-17

Resolution Affirming the City of New Berlin's Commitment to Religious Freedom and the Community

WHEREAS, recent content posted and reposted through Mayor David Ament's personal social media account has caused serious concern throughout our community; and

WHEREAS, the Common Council strongly condemns messages that stereotype, demean or cause Muslims, women or any other group to feel unwelcome because of their religion, race, ethnicity, sex or background; and

WHEREAS, the Common Council did not create, authorize, approve, adopt or endorse this content; and

WHEREAS, this content is not an official communication or position of the City of New Berlin, the Common Council, any City Department or any City employee; and

WHEREAS, elected officials have the right to express personal views; however, holding public office carries additional responsibilities; and

WHEREAS, the Mayor is the highest-ranking elected official, and his public conduct affects trust in City Government, the City of New Berlin's reputation and the employees who serve our community; and

WHEREAS, this impact is not hypothetical; City employees and Department Heads have already been placed in a difficult and unfair position; and

WHEREAS, some are receiving questions and are being asked to explain or defend content they did not create, authorize, approve or support; and

WHEREAS, City employees should not be expected to defend or carry the burden of an elected official's personal conduct; and

WHEREAS, questions about the Mayor's personal social media activity should be directed solely at the Mayor; and

WHEREAS, because the Mayor was elected by the citizens of New Berlin, the Common Council does not have the authority to remove him from office in the same manner as would exist for a City employee; and

WHEREAS, removal for statutory cause requires a formal process under Wisconsin Law, including verified written charges, notice to the subject of the charges, a public hearing, an opportunity for the person charged to respond (all in accordance with Constitutional due process requirements); an affirmative vote of three-fourths of the entire Council is required following such a hearing to approve the removal of an elected official from office; and

WHEREAS, residents also retain the right to pursue a recall under Wisconsin Statute Sec. 9.10; and

City of New Berlin

WHEREAS, this statement does not represent a determination by the Council whether the legal standards for removal under Wisconsin Statute Sec. 17.12 have been met, nor does it prejudge any future legal proceeding; and

WHEREAS, any charges that might be brought seeking removal under Wis. Stats. Sec. 17.12 must and will be considered fairly, and in accordance with the requirements of the Wisconsin Statutes; and

WHEREAS, the Council's commitment to following the requirements of the Law should not be interpreted as approval of the conduct of the Mayor, or as preventing the Council from speaking and acting within its authority.

NOW, THEREFORE, BE IT RESOLVED by the City of New Berlin Common Council as follows:

1. The Council formally declares the Mayor's personal social media activity does not represent the official position of the City of New Berlin.
2. The Council publicly and officially condemns messages that promote stereotypes, hostility, discrimination or disrespect toward any faith or group.
3. The Council states that City employees should not be asked to defend, explain or accept responsibility for the Mayor's personal conduct.
4. The Council calls upon the Mayor to acknowledge the harm which has been caused, to accept responsibility for his actions and offer a clear and sincere apology.
5. The Council will seek legal guidance as it considers additional actions which are available and appropriate under Wisconsin Law.

BE IT FURTHER RESOLVED that the City of New Berlin Common Council remains committed to religious freedom, equal treatment and protection under the Law, respectful public service and the fair and non-discriminatory provisions of City services.

BE IT FURTHER RESOLVED that the seriousness of this incident cannot be minimized or ignored. The people of New Berlin deserve a City Government and Leadership that serves every resident with professionalism, dignity, fairness, judgment and integrity.

Adopted by the New Berlin Common Council this 25th day of August, 2026

CITY OF NEW BERLIN

BY: ________________________________
Kenneth A. Harenda II,
Common Council President

____
Rubina R. Medina,
City of New Berlin City Clerk

Committee of the Whole
MEETING MINUTES

July 28, 2026 - 6:00 PM
New Berlin City Hall 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 Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa
Excused: Commissioner Meg Gardner

Staff Present: Mayor Dave Ament, City Attorney Mark Blum, 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.

3. APPROVAL OF MINUTES

A. June 23, 2026, Commitee of the Whole Meeting Minutes

MOTION: Motion to Approve

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

4. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the July 15, 2026, Water Utility claims in the amount of $287,513.85, Sewer Utility claims in the amount of $797,810.05, and General City claims in the amount of $1,140,826.43, including a We Energies EFT payment of $71,001.85, a US Bank VISA EFT payment of $27,100.63, and a General City check dated June 26, 2026, in the amount of $4,250.00.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
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 #977, located at 15075 W. National Ave, from Mario F. Baregi to Justin R. Perez for the licensing period ending June 30, 2027, per the application on file.

MOTION: Motion to Approve

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

B. Discussion and possible action to recommend to the Common Council approval of Kowalske Brewing, doing business as Component Brewing, to sell beer at the New Berlin Historical Society on September 13, 2026, from 1:00 p.m. to 5:00 p.m., at the New Berlin Public Library on September 18, 2026, from 4:00 p.m. to 8:00 p.m., and at the New Berlin Historical Society on October 11, 2026, from 1:00 p.m. to 5:00 p.m., as outlined in Form AB-105. The applications, along with the Council's recommendation, will be forwarded to the Wisconsin Department of Revenue, Division of Alcohol Beverages, for final approval and issuance.

MOTION: Motion to Approve

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

6. MISCELLANEOUS

A. Discussion and possible recommendation to the Common Council to formally approve the appointment of Matthew Uselding as Finance Director for the City of New Berlin.

MOTION: Motion to Approve

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

B. Human Resources Department Update

Melissa Beck, Human Resources Director, provided an update regarding the Human Resources Department.

C. Finance Department Update

Matthew Uselding, Finance Director, provided an update regarding the Finance Department.

D. Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-13, a Resolution Providing for the Sale of Approximately $10,130,000 General Obligation Promissory Notes, Series 2026A

MOTION: Motion to Approve

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

E. Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-12, a Resolution Amending the 2026 Capital Projects Budget, to transfer $48,491 from the Lions Park Pickleball Court Design project to the Gatewood Park Master Plan project.

MOTION: Motion to Approve

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

F. Discussion and possible recommendation to the Common Council to approve a part-time Recreation Event Support staff position to fulfill the contractual obligations of events scheduled at Hickory Grove and the ARC as outlined in the New Berlin Recreation Court Rental Rates, Policies and Procedures.

MOTION: Motion to Approve

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

7. ADJOURN

MOTION: Motion to Adjourn at 6:44 PM

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

Respectfully Submitted,
Rubina R. Medina, City Clerk

Office Of the City Clerk
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
WWW.NEWBERLINWI.GOV

City of New Berlin

Total Fees Due: $50.00
Cash or check only.

7/28/26

PAID
SUBMITTED

REQUEST FOR TEMPORARY EXTENSION OF LICENSED PREMISE FOR THE SALE OF LIQUOR AND/OR BEER

- ***Applications are required to be approved by the Common Council of the City of New Berlin. All applications must be completed in its entirety and submitted to the City Clerk's Office 30 Business Days before the event.***
- A fee of $50.00 per event must be paid when the application is submitted.
- Applicant may not sell any alcoholic or any non-alcoholic beverages in bottles or glass containers within the temporary extension of premise. Per New Berlin Municipal Code (152-4M)
- An approved Temporary Use Permit from the Planning Department is required for submittal.
- Application must be accompanied by a diagram that outlines where extension will be in reference to currently licensed premises, service area, exits, and any fences or barricades that will be utilized during the event.
- The City Clerk's Office and Common Council will examine all information and consider past problems, police concerns, impact on the neighborhood including comments from alderperson and neighbors, music, and hours of operation, and other concerns.

A. APPLICANT INFORMATION

Applicant *(First Name, ~~M.I,~~ ~~Last~~ Name.)*: MICHAEL J. TEIPNER

Business Name: THE VARSITY CLUB

Type of Liquor License/License Number: CLASS B

Email: VARSITYSERVICES@HOTMAIL.COM Phone Number: (414) 339-5952

Address of Establishment: 12400 W. BELOIT RD NEW BERLIN WI 53151

B. EVENT INFORMATON

Date of Event: SEPT 25th - 26th 2026

Event Start Time: 2:00 pm Event End Time *(no later than 11:00 p.m.)*: 11:00 pm

Name/Purpose of Event: FALL FEST 2026

Description of Area Requested (Must include map): PARKING LOT NORTH SIDE OF BUILDING

Please attach a separate illustration depicting the requested layout.

Is the area in which the Licensee wishes to include in a temporary extension owned or under the control of the licensee?
If no, please list the Owners contact information and submit written approval with the completed application.

YES

Will the proposed event encroach upon any public property right-of-way? ☐ Yes ☒ No
If yes, additional applications and fees will be required. Please contact the City Clerk's Office at 262-786-8610

Continued on Back

Have you obtained liability coverage for the extension of premises of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City of New Berlin as an additional insured?

☒ Yes ☐ No

***A copy is required to be submitted with the application**

C. SIGNATURE OF AGENT OR REPRESENTATIVE

I hereby apply for a License to extend the premise of the alcohol beverage license at the premises described above, in the City of New Berlin, subject to the limitations imposed by Wisconsin Statutes and acts amendatory hereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the sale of such beverages if a license have granted me. I acknowledge that all additional city and state permits required for this event have been applied for and copies of said permits have been provided to the New Berlin City Clerk's Office

☒ _________________________ 7/28/26

Signature of Agent or Owner of Establishment *Date*

Office Use Only!

Date Received by Clerk's Office:____________ Amount Paid:________ Date Paid:__________

Common Council Date:__________________ ☐ Extension Approved ☐ Extension Denied

Community Development
city living with a touch of country

3805 South Casper Drive
New Berlin, WI 53151
Phone: 262.797.2445
Fax: 262.780.4612
www.newberlin.org

REQUESTED ACTION STATEMENT

TO: Mayor Dave Ament
Common Council

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Discussion of Proposed Donation of the Badura Property

DATE: July 14, 2026

REQUESTED ACTION: Discuss the proposed donation of the Gary Badura property and, if desired, approve the attached Donation Agreement and authorize the Mayor, City Attorney and staff to implement the agreement, including completion of the required due diligence.

FISCAL IMAPCT: There is no immediate fiscal impact associated with approval of the Donation Agreement. The agreement authorizes completion of due diligence work, including property inspections, environmental review, title review, and related evaluations. If the property is ultimately conveyed to the City, future operational, maintenance, and capital improvement costs, together with any available financial resources associated with this donation from the Trust, will be evaluated and incorporated into future budget discussions as appropriate.

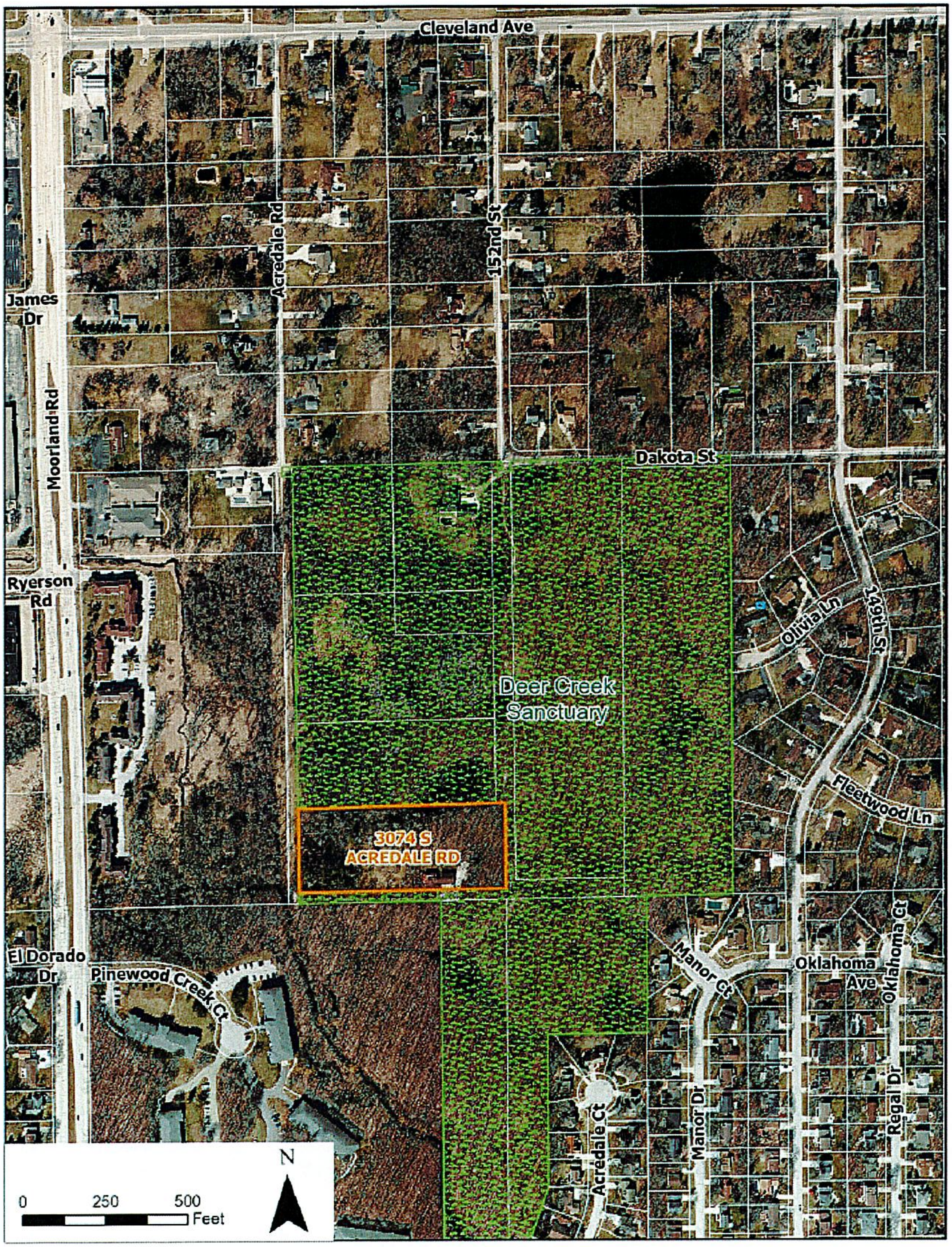
SOURCE OF FUNDS: Not applicable at this time.

RATIONALE / BACKGROUND: Mr. Gary Badura has expressed his desire to donate his property located at 3074 S. Acredale Road, consisting of approximately 3.73 acres adjacent to the City's Deer Creek Sanctuary, together with the residence and attached garage, to the City of New Berlin through his estate. Mr. Badura's vision is to preserve the property as an extension of Deer Creek Sanctuary, provide opportunities for environmental education and passive recreation, and leave a legacy for future generations. He has also indicated that proceeds from the future sale of his northern Wisconsin property may be designated to assist with the long-term maintenance and preservation of the New Berlin property.

Unlike a typical land acquisition, the proposed donation includes residence, attached garage, and ongoing ownership, maintenance, and operational responsibilities. While the proposed donation presents an opportunity to preserve property adjacent to Deer Creek Sanctuary and expand public open space, it also carries long-term financial and management considerations.

The proposed donation presents a unique opportunity to expand publicly owned open space, enhance the long-term protection of environmentally significant lands adjacent to Deer Creek Sanctuary, and create additional opportunities for environmental education, nature programming, and passive recreational activities. The residence may also provide future opportunities to support educational programming, volunteer activities, or other uses consistent with the City's conservation and recreation objectives.

Staff is requesting Common Council consideration of the attached Donation Agreement. The agreement establishes the framework for completing the City's due diligence, including property inspections, environmental review, and title review, prior to conveyance of the property. Approval of the agreement authorizes staff and the City Attorney to proceed with those activities in accordance with the terms of the agreement. Conveyance of the property to the City would occur only after the agreement's conditions have been satisfied.


Cleveland Ave
Acredale Rd
152nd St
James Dr
Moorland Rd
Dakota St
Ryerson Rd
Olivia Ln
149th St
Deer Creek Sanctuary
Fleetwood Ln
3074 S ACREDALE RD
El Dorado Dr
Pinewood Creek Ct
Manor Ct
Oklahoma Ave
Oklahoma Ct
Acredale Ct
Manor Dr
Regal Dr
N
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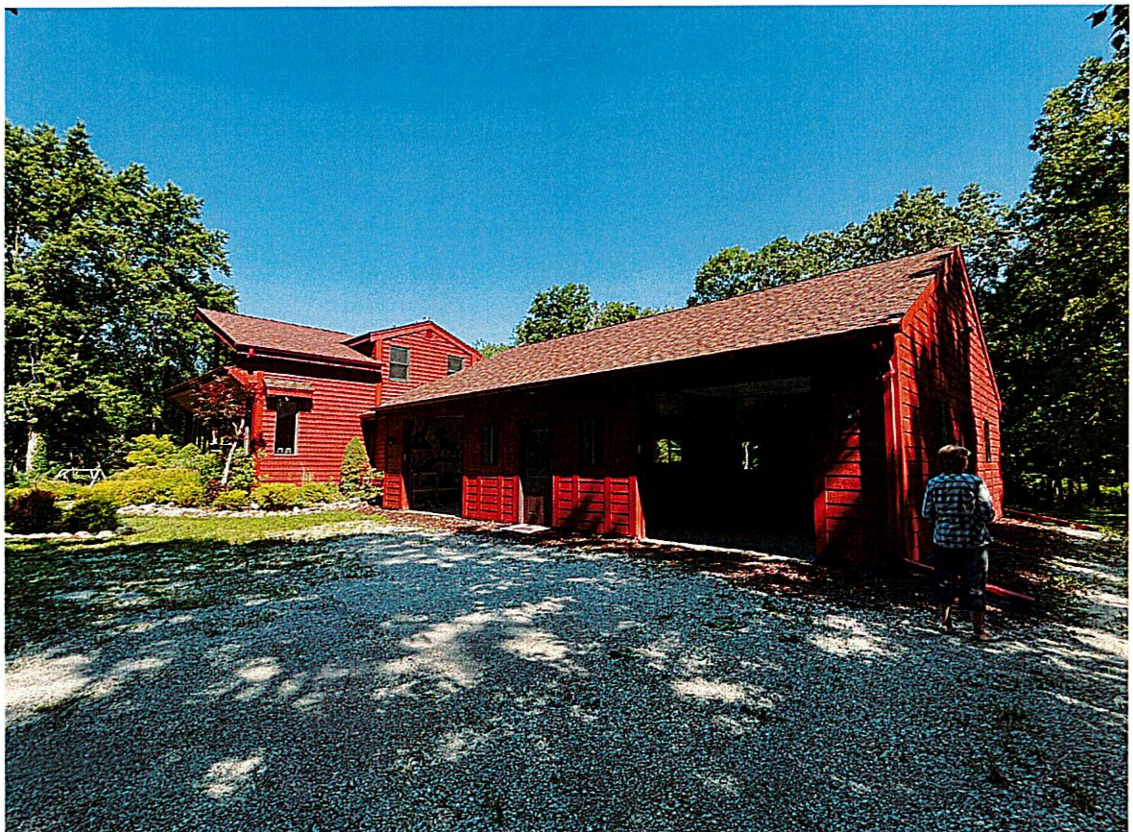


AGREEMENT FOR DONATION
OF REAL ESTATE and PERSONAL PROPERTY

This Agreement is made and entered into this __________ day of ________________, 2026, by and between GARY F. BADURA, residing at 3074 Acredale Road, New Berlin, Wisconsin, 53151 (acting on behalf of himself and his family hereinafter referred to as the “Donor”) and the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with offices located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “Donee”).

R E C I T A L S

WHEREAS, the Donor is the sole owner of property located at 3074 Acredale Road, New Berlin, Wisconsin, 53151; consisting of approximately four (4) acres of land; hereinafter referred to as the “NB Property” and lake property in Vilas County, Wisconsin (hereinafter referred to as “Vilas Property”); and

WHEREAS, the Donor is desirous of ensuring the NB Property will be available for future generations for park, educational and recreational purposes; and

WHEREAS, the Donor is desirous of donating the said NB Property to Donee subject to the terms and conditions of the Gary F. Badura Irrevocable Trust dated December 15, 2025 (hereinafter referred to as the “Trust”) and this donation agreement; and

WHEREAS, the Trust provides for the transfer of the NB Property to the Donee subject to the terms of the Trust; more specifically, the NB Property is to be used exclusively for park and recreation purposes; and

WHEREAS, the Trust is an irrevocable trust, which allows for the Donor to change the dispositive provisions, including the bequest of the NB Property to the City; and

WHEREAS, the Donor has entered into a Lease Agreement between himself and the Trust, as the Trust is owner of the NB Property.

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

1. Subject to the terms of this Agreement and the Trust, the Donor has placed in the Trust the NB Property and all structures and fixtures thereon as are more fully described in the attached Exhibit A.

2. The parties acknowledge and agree that the anticipated conveyance represents a donation by the Donor and his family to the Donee and this transaction shall not be considered a purchase, acquisition or condemnation by the NB Property within the meaning of Wisconsin Statute Section 32.05 or otherwise.

3. Donor does hereby specifically acknowledge that he has the right to an appraisal and to receive just compensation based upon that appraisal of the NB Property; and does hereby waive that right to an appraisal and to receive any compensation or consideration except as expressly stated hereunder for the donation of the NB Property, as well as those assets provided for in the Trust pursuant to the terms of that Trust. Donor further acknowledges and agrees the decision to waive the right of an appraisal and receipt of compensation was made without undue influence or coercion of action of any nature by its agents, officials, employees, representatives, settlors or trustees. Donor further acknowledges he has consulted with legal counsel as to this issue.

4. Each party shall be responsible for their own costs and expenses with respect to this transaction.

5. Donee agrees, at its sole expense and within a reasonable time following transfer of title to the NB Property, to erect a sign indicating the donated lands will be the site of a future education center. At the time the lands are developed for recreational and educational purposes, a permanent sign will be erected designating the lands as donated by the Gary F. Badura Family.

6. Donor warrants and represents to the Donee that the Donor has no actual notice or knowledge of the following:

a. Plans to commence public improvements which may result in special assessments to otherwise materially affect the NB Property.
b. Government agency or Court Order requiring repair, alteration or correction of any existing condition on the NB Property.
c. Underground or above ground storage tanks which currently or were previously located on the NB Property.
d. The presence of any dangerous or toxic materials affecting the NB Property.
e. Material violations of environmental law or other laws or agreements regulating the use of the NB Property or structures or fuel tanks thereon.
f. Conditions constituting the significant health hazard or safety hazard for users of the NB Property.

7. The parties have shared information and relevant documents with regard to the condition of the NB Property and as such, approve the terms of this Agreement and to act accordingly.

8. The parties agree that time is of essence as to all dates and deadlines in this Agreement.

9. The acceptance of the donation in trust by the Donee shall be contingent upon the following:

a. Donee shall conduct an inspection of the NB Property and said inspection shall determine there are no material structure defects or other hazards to the health and safety of users of the NB Property.

b. Donee shall obtain an environmental assessment of the NB Property, at its expense, which determines that there are no material violations of environmental laws; no material contingent liabilities under environmental laws; no material levels of hazardous substances on the NB Property, or which may migrate to the NB Property from others; and that there are no environmental orders entered against the NB Property by any governmental agency. The assessment will further demonstrate there are no other hazardous substances on the site as defined by the Environmental Protection Agency and the Wisconsin Department of Natural Resources.

c. There are no conditions, substances or materials present on the site which would preclude the NB Property being used for park, educational and recreational purposes; or which would represent a health or safety hazard to any users of the NB Property or which would materially reduce the value of the NB Property.

10. Donee agrees, after taking title to the NB Property, the Badura name shall be incorporated via a sign that the nature/education structure to be erected thereof as more specifically described in Paragraph 5 above.

11. This transaction is further contingent upon approval of this Agreement by Resolution of the New Berlin Common Council, and the execution of that Resolution and publication according to applicable Wisconsin Law.

12. Donee shall obtain, at its own expense, whatever evidence of title to the NB Property or Vilas Property as the Donee wishes, in the form of an Owners Policy of Title Insurance. The Title Insurance shall be prepared on a current ALTA form issued by an insurer licensed to write title insurance in the State of Wisconsin. Except for an outstanding mortgage on the NB Property, which shall be satisfied prior to the conveyance to the Donee, said Policy must provide evidence of title without liens, encumbrances and restrictions reasonably acceptable to Donee.

13. Donor agrees to provide an excerpt of the Gary F. Badura Irrevocable Trust of December 15, 2025 evidencing the then-current Trustee and that said Trustee has the authority to enter into this Donation Agreement for the conveyance of the NB Property at the time of the execution of this Agreement, as well as at such time the conveyance of the NB Property takes place.

14. Upon execution of this Agreement, Donor shall sign and release his Power of Appointment over the Trust.

15. Concurrent with the signing of this Agreement, Donor further agrees to execute a Lease Amendment for the Lease on the NB Property deleting the provision in the Lease which requires the sale of the property upon the Donor's termination of his occupancy; and that a new provision be added to the Lease indicating the NB Property would be conveyed to Donee, the City of New Berlin, at such time as Donor terminates his occupancy of the NB Property.

16. Donor agrees to provide the Donee with a copy of the Release of the Power of Appointment and the Lease Amendment evidencing the modifications provided for in the previous Sections.

17. The environmental site assessment referred to herein may include, but is not limited to the following:

a. An inspection of the NB Property via review of the ownership and use history of the real property, including a search of title record showing private ownership of the real property for a period of 80 years prior to the visual inspection.

b. Donor agrees to assist the entities conducting the environmental assessment by providing whatever information Donor may have regarding the history of the real property and its use.

c. A review of historic and recent aerial photographs of the real property, if available.

d. A review of environmental licenses, permits or orders issued with respect to the real property.

e. An evaluation and result of any environmental sampling and analysis that has been conducted on the real property which may be deemed appropriate as part of the environmental assessment.

f. A review to determine if the real property is listed in any of the compilations, sites or facilities considered to pose a threat to human health or the environment, including the National Priorities, the DNR Resources Registry of Abandoned Landfills, the DNR Registry of Leaking Underground Storage Tanks, the DNR’s most recent Remedial Response Site Evaluation Report.

g. Any Environmental Site Assessment performed under this Agreement should comply with generally recognized industry standards, and State/Federal guidelines.

18. This Agreement does permit the subsurface testing of the soil, groundwater or other testing of the real property for environmental pollution as may be recommended by the entity performing the environmental site assessment as part of the inspection process.

19. Donor acknowledges he has received the Rights of Landowners Brochure from Donee, and he has reviewed and considered the statements in that document in reaching his decision to donate the NB Property as provided for hereunder.

20. The parties agree to act in good faith and use diligence in completing the terms of this Agreement.

21. This Agreement binds and inures to the benefit of the parties to this Agreement or their successors-in-interest, personal representatives, heirs, executors, trustees and/or assigns.

22. Following the execution of this Agreement, the parties agree to meet to discuss plans for the use of the NB Property; both prior to the Donee taking title and thereafter. Use and improvements, if any, may be made prior to the Donee taking title, but only as mutually agreed upon.

23. Should the Donee conduct activities on the NB Property, Donee shall obtain liability insurance insuring both Donee and Donor as primary insureds.

24. Conveyance of the NB Property to the Donee shall be via a Trustee's Deed in its usual form.

25. The parties agree it is their mutual intent for this donation to be utilized solely for park, education and recreation purchases. However, Donor agrees after taking title, Donee may utilize the site for other purposes or to sell it as it may deem necessary.

26. Donor agrees to maintain; repair; pay utilities; insure; and pay real estate taxes for the NB Property, as well Donor's Vilas Property, prior to the Donee taking title by Trustee's Deed.

27. Upon a determination by the Trustee of the Gary F. Badura Irrevocable Trust that Gary F. Badura is disabled and unable to make decisions for himself (and two doctors confirm in writing that to a reasonable degree of medical probability) that Gary F. Badura will not be able to return to the NB Property or Vilas Property, the Trustee shall (by Trustee's Deed) transfer the NB Property to the Donee.

28. This Agreement contains the complete understanding of the parties with respect to the subject matter set forth herein; and specifically, the donation of the NB Property to the Donee. All prior negotiations and discussions have been merged into this document.

29. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, and may only be amended through a subsequent agreement executed by all parties.

30. THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SHALL SURVIVE THE CLOSING OF THIS TRANSACTION. DONOR AGRESS TO DONATE AND CONVEY THE ABOVE MENTIONED PROPERTY UNDER THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

[Signature Pages To Follow]

Dated: ________________________ **DONOR:**

____
Gary F. Badura

Dated: ________________________ GARY F. BADURA IRREVOCABLE TRUST DATED DECEMBER 15, 2025

By: ______________________________
Gary F. Badura, Settlor/Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _________, 2026, the above-named Gary F. Badura to me known to be the person who executed the foregoing instrument and acknowledged the same.

____

____
Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: ____________

The above Donation Agreement is accepted by the City of New Berlin, as Donee, by a duly authorized Resolution of the Common Council of the City of New Berlin.

Dated: ___________________________

DONEE:
City of New Berlin

By: ____
David A. Ament, Mayor

By: ____
Rubina Medina, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _________, 2026, the above-named David Ament and Rubina Medina to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____

____
Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: ____________

This instrument was drafted by:
Attorney Mark G. Blum
Mark G. Blum Law, LLC
PO Box 148
Wales, WI 53183-0148
Telephone: 262.844.6938
Email: mark.blumlawllc@gmail.com

RESOLUTION NO. 2026-16

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $10,130,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS, on July 28, 2026, the Common Council of the City of New Berlin, Waukesha County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2026A (the "Notes") for public purposes, including paying the cost of the City's 2026 capital improvement projects, including street, building and grounds, and park improvements and vehicles and equipment for various municipal departments (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on August 25, 2026;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on August 25, 2026;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS ($10,130,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of $10,130,000; shall be dated September 17, 2026; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2027. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on June 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on June 1, 2034 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2026 through 2035 for the payments due in the years 2027 through 2036 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2026A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the

Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded August 25, 2026.

____
David A. Ament
Mayor

ATTEST:

____
Rubina R. Medina
City Clerk

(SEAL)

QB\103994475.1

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on June 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)]

EXHIBIT E

(Form of Note)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN DOLLARS
WAUKESHA COUNTY
NO. R-___ CITY OF NEW BERLIN $_______
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
June 1, _____	September 17, 2026	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ______________________ THOUSAND DOLLARS
($__________)

FOR VALUE RECEIVED, the City of New Berlin, Waukesha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $10,130,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of the City's 2026 capital improvement projects, including street, building and grounds, and park improvements and vehicles and equipment for various municipal departments, as authorized by a resolution adopted on August 25, 2026. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on June 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the City, on June 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years ________ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of New Berlin, Waukesha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF NEW BERLIN
WAUKESHA COUNTY, WISCONSIN

By: ______________________________
David A. Ament
Mayor

(SEAL)

By: ______________________________
Rubina R. Medina
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____
(Name and Address of Assignee)

____
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints ____________________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

____
(e.g. Bank, Trust Company
or Securities Firm)

____
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

____
(Authorized Officer)

ANNUAL UPDATE

NEW BERLIN FIRE DEPARTMENT

COMMON COUNCIL UPDATE:

AUGUST 25, 2026

Service is Our Only Product

MISSION

To provide exceptional services while committed to building a safer community.

VISION

To continually strive to be a caring, understanding, people first organization committed to excellence in all we do.

NBFD VALUES

TRUST

Nurturing positive relationships at all levels of the organization

POSITIVE ATTITUDE

Doing what it takes and inspiring others to do the same

INVEST

To put the time, effort and energy into bettering the department and each other

RESPECT

Treat everyone with dignity and worth

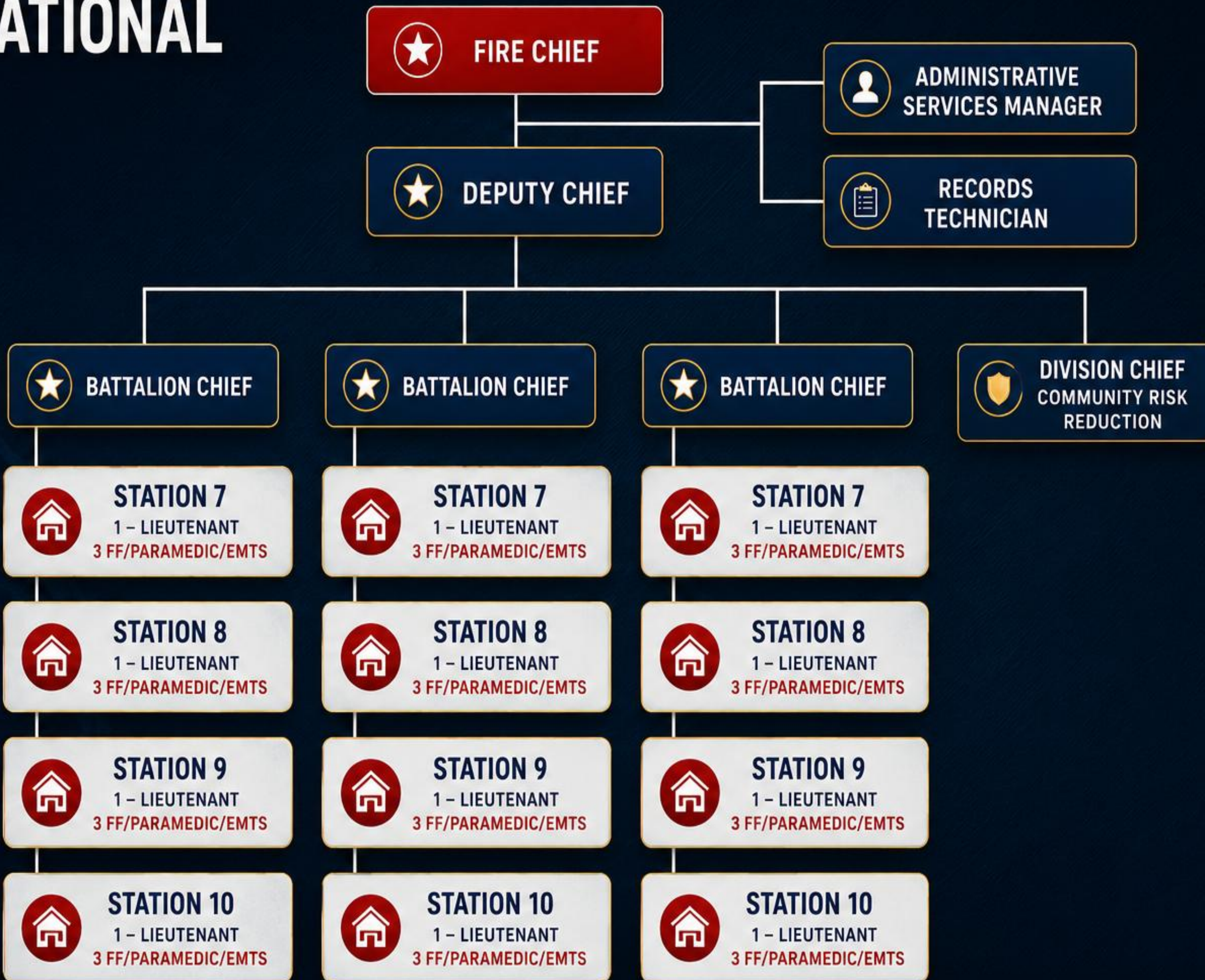
PROFESSIONALISM

Conducting oneself with responsibility, integrity, accountability, and excellence

LOYALTY

Committing to see the department grow and succeed

ORGANIZATIONAL CHART



SERVICE IS OUR ONLY PRODUCT

2025 EXECUTIVE SNAPSHOT

A high-demand year supported by strong personnel, prevention, training, and operational readiness.

5,046
TOTAL CALLS FOR SERVICE
Across fire, EMS and service incidents

3,201
EMS CALLS
Emergency medical response remains the largest service demand

2,732
OVERLAPPING INCIDENTS
More than half of annual call volume overlapped

13.94
AVERAGE DAILY STAFFING
Personnel available per day across four stations

12,084
TRAINING HOURS
Fire and EMS training completed department-wide

91%
EMPLOYEE RETENTION
End-of-year retention rate

SERVICE IS OUR ONLY PRODUCT

WHO WE SERVE — AND HOW WE ARE ORGANIZED

A community of over 40,000 residents served by a dedicated, highly trained, and well-organized fire department.

40,044	40	4	56	ISO 3
POPULATION	SQUARE MILES	FIRE STATIONS	EMPLOYEES 54 sworn + 2 civilian	INSURANCE RATING

51 LINE STAFF
PROVIDE 24/7 OPERATIONAL RESPONSE.

ALL FIREFIGHTERS
ARE CROSS-TRAINED FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES.

THREE BATTALION CHIEFS
OVERSEE DAILY OPERATIONS ACROSS FOUR STATIONS.

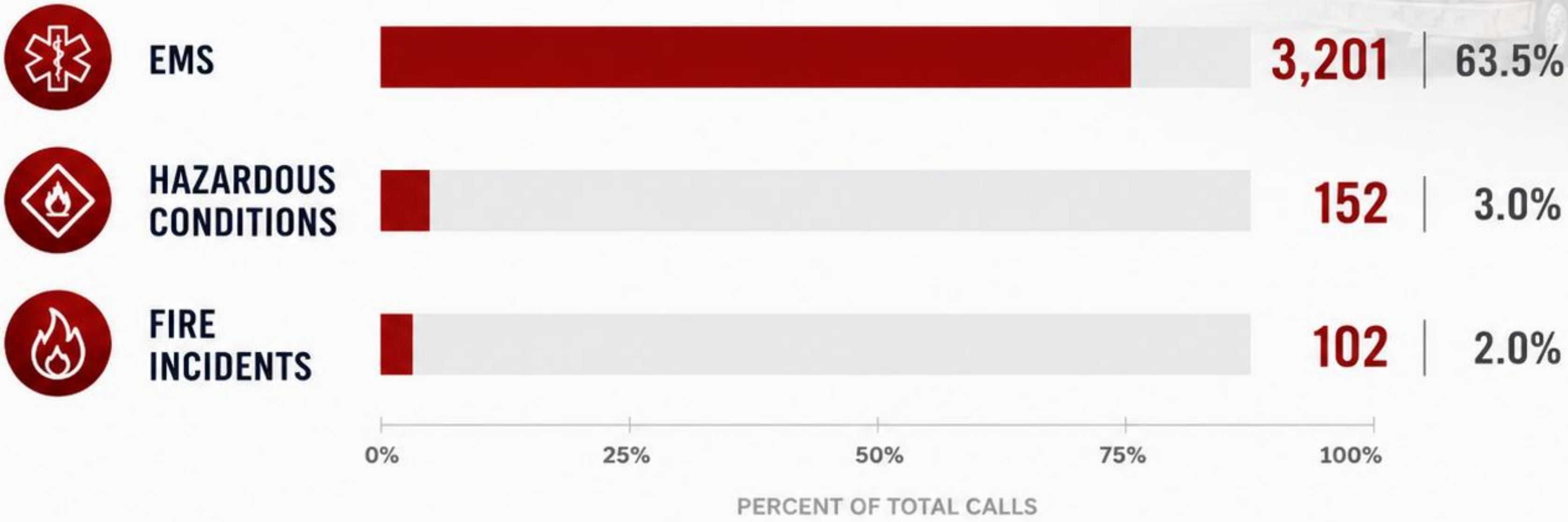
ADMINISTRATIVE FUNCTIONS
INCLUDE OPERATIONS, FINANCE, HR COORDINATION, POLICY, DATA, COMPLIANCE AND LONG-RANGE PLANNING.

COMMUNITY RISK REDUCTION
OVERSEES INSPECTIONS, PUBLIC EDUCATION, PUBLIC RELATIONS AND FIRE INVESTIGATIONS.

★ SERVICE IS OUR ONLY PRODUCT ★

SERVICE DEMAND

The department managed **5,046** calls for service in 2025.



2,732
OVERLAPPING INCIDENTS
More than half of all annual calls overlapped

98%
PROPERTY SAVED
Through quick response and effective operations

$284.8M
PROPERTY AT RISK
$2.6M in property lost

SERVICE IS OUR ONLY PRODUCT

FOUR STATIONS –
ONE CITYWIDE RESPONSE SYSTEM

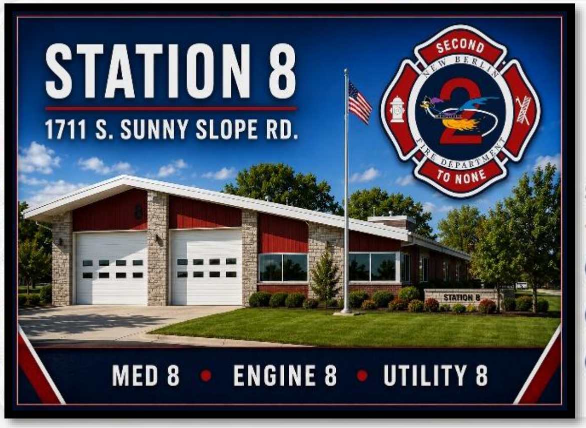
Station-area demand varies significantly across the city.

Station 7

1,103

station-area responses

- Battalion 7: 1,109
- Truck 7: 1,809
- Tender 7: 19



Station 8

2,139

station-area responses

- Engine 8: 382
- Med 8: 1,756
- Utility 8: 1,860

Station 9

452

station-area responses

- Engine 9: 99
- Med 9: 1,366
- Utility 9: 722

Station 10

1,335

station-area responses

- Engine 10: 216
- Med 10: 1,346
- Utility 10: 1,245

4 Stations | **40** Square Miles | **5,046** Total Calls in 2025 | Coordinated. Responsive. Citywide Coverage.

COMMUNITY RISK REDUCTION

Prevention and education reduce risk before an emergency occurs.

2,729
INSPECTIONS
Fire and life safety inspections completed.

147
SPECIALTY INSPECTIONS
Targeted inspections of high-risk occupancies.

362
CORRECTIVE ACTIONS
Violations corrected to improve safety.

73
PERMITS ISSUED
Fire protection and operational permits issued.

87
PLANS REVIEWED
Construction and fire protection plans reviewed.

15
FIRE INVESTIGATIONS
Determining cause to prevent future incidents.

The Division Chief of Community Risk Reduction coordinates inspections, plan review, **public education, public relations, and fire investigations** to reduce risk and strengthen community safety.

COMMUNITY ENGAGEMENT

Education, outreach, and public communication extend the department's impact beyond emergency response.

4
HANDS-ONLY CPR CLASSES

13
SMOKE ALARMS INSTALLED

46
RIDE-ALONG PARTICIPANTS

750+
RESIDENTS REACHED THROUGH SENIOR OUTREACH

500+
CHILDREN TAUGHT DURING FIRE PREVENTION WEEK

1,027,779
SOCIAL MEDIA REACH

ADDITIONAL ENGAGEMENT INCLUDED:

- Open houses
- Citizen academies
- Safety Saturday
- 4th of July Festival
- 9/11 Ceremony
- Technical College job fairs
- Food pantry support
- Farmers markets
- File for Life

INVESTING IN OUR PEOPLE

Recruitment, recognition, leadership development, and retention remained central to organizational readiness.

- Hired five firefighter/EMTs to fill vacancies.
- Added the Division Chief of Community Risk Reduction position.
- Promoted FF Dillett to Lieutenant.
- Hired Ross Gscheidmeier as Battalion Chief.
- Recognized seven members with Letters of Commendation and two citizens with Citizen Commendations.
- Completed the second year of revised annual evaluations focused on performance and character values.
- Ended 2025 with a 91% employee retention rate.

KEY 2025 ACCOMPLISHMENTS

Progress in prevention, data, planning, staffing, and organizational development.

- Created the Division Chief of Community Risk Reduction position.
- Nearing completion of the department's first five-year Standard of Cover.
- AED
  Received the CVMIC 2025 Member Innovation Award for the AED initiative.
- Improved equipment inventories and formalized preventative maintenance scheduling.
- Began the department's first internal SWOT analysis for strategic planning.
- Advanced radio replacement planning aligned with Waukesha County's TDMA Phase II transition.
- Successfully transitioned from NFIRS to the National Emergency Response Information System (NERIS).
- Continued policy revision, compliance work, performance measurement, and preparation for a possible future accreditation process.

SERVICE IS OUR ONLY PRODUCT

LOOKING AHEAD

The 2025 work established a foundation for continued improvement.

STRATEGIC PLANNING

Complete the internal SWOT process and translate findings into department priorities.

Division Chief of Training/EMS need.

STANDARDS OF COVER

Complete the first five-year Standard of Cover to support data-informed deployment decisions.

FLEET & COMMUNICATIONS

Continue long-range apparatus, facility, and radio replacement planning.

PERFORMANCE & COMPLIANCE

Strengthen policy, measurement, compliance, and readiness for a possible future accreditation process.

THANK YOU for your continued support of the members and mission of the New Berlin Fire Department.

741 N. Grand Ave., #210
Waukesha, WI 53186

P 262.896.8080
W bridgeslibrarysystem.org

To: Waukesha County Library Directors
From: Brittany Larson, Bridges Library System Director
Re: Minimum Municipal Appropriation to Exempt from County Library Tax
Date: August 17, 2026

Please see the chart below for your municipality's necessary minimum library appropriation for 2027 to qualify for exemption from the county library tax. The calculation for each municipality's minimum amount is based on the county library tax rate from the previous year and the equalized assessed value for each municipality in the current year. The county library tax rate decreased from $0.000201512 to $0.000201234 from the previous year. Please contact me if you have any questions.

Library	2026 Equalized Value (less TID) in Municipalities with Libraries	% Change in Equalized Value from Prior Year	County Library Tax Rate (for 2026 levy)	2027 Minimum Municipal Library Appropriation*	% Change in Minimum Appropriation from Prior Year	Previous Year Minimum Appropriation
BIG BEND	$314,159,100	10.50%	$0.000201234	$63,219	10.35%	$57,289
BROOKFIELD	$11,432,404,700	9.59%	$0.000201234	$2,300,584	9.43%	$2,102,240
BUTLER	$381,034,100	5.67%	$0.000201234	$76,677	5.52%	$72,664
DELAFIELD	$2,858,318,300	7.16%	$0.000201234	$575,190	7.01%	$537,510
Eagle Village	$376,809,400	11.43%	$0.000201234	$75,827	11.27%	$68,145
Eagle Town	$970,385,000	9.34%	$0.000201234	$195,274	9.19%	$178,842
ELM GROVE	$1,910,557,100	7.14%	$0.000201234	$384,468	7.00%	$359,332
HARTLAND	$2,450,284,900	5.58%	$0.000201234	$493,080	5.43%	$467,678
MENOMONEE FALLS	$8,620,356,000	4.41%	$0.000201234	$1,734,706	4.26%	$1,663,793
MUKWONAGO	$1,546,126,500	9.78%	$0.000201234	$311,133	9.63%	$283,798
MUSKEGO	$5,805,921,700	7.05%	$0.000201234	$1,168,347	6.90%	$1,092,956
NEW BERLIN	$8,904,911,900	7.81%	$0.000201234	$1,791,968	7.66%	$1,664,485
MERTON	3,330,372,200	9.82%	$0.000201234	$670,183	9.67%	$611,075
OCONOMOWOC	$4,439,893,500	7.96%	$0.000201234	$893,456	7.81%	$828,705
Pewaukee Village	$1,496,515,400	1.28%	$0.000201234	$301,149	1.14%	$297,759
Pewaukee City	$5,603,026,800	7.16%	$0.000201234	$1,127,517	7.01%	$1,053,632
Sussex	$2,571,449,800	6.53%	$0.000201234	$517,462	6.38%	$486,415
WAUKESHA	$11,101,802,900	5.75%	$0.000201234	$2,234,056	5.60%	$2,115,584

*Joint libraries **may** use an alternative calculation described in Wis. Stats. 43.64 (2) (c).

STATE OF WISCONSIN **CITY OF NEW BERLIN** **WAUKESHA COUNTY**

-RESOLUTION NO. 2026-15-

RESOLUTION OF ELIGIBILITY FOR EXEMPTION FROM THE 2026 COUNTY LIBRARY TAX LEVY FOR 2027 PURPOSES

WHEREAS, The City of New Berlin seeks an exemption from the county library tax and must submit a Notice of Exemption to the Bridges Library System; and

WHEREAS, Pursuant to §43.64 Wisconsin Statutes, in order to obtain an exemption from the 2026 County library levy for 2027 purposes, the City of New Berlin must certify that during budget year 2027, its library will be provided and be allowed to expend no less than the County rate in the prior year; and

WHEREAS, Pursuant to state law, listed funding must be only from municipal sources, not the entire library budget and reported amounts must exclude fines, fees and other revenues and capital expenditures are excluded as well; and

WHEREAS, Said Notice of Exemption must be supported by a duly enacted ordinance or resolution of the governing body of the City of New Berlin.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of New Berlin does hereby pledge that it will appropriate and allow the library to tax at a rate of at least $0.00020123 per $1,000 of equalized valuation, calculated as a minimum appropriation of $1,791,968.

BE IT FURTHER RESOLVED That the Mayor is authorized to sign and submit the Notice of Exemption in the name of the City to the Bridges Library System.

Dated at New Berlin, Wisconsin this 25th day of August 2026.

APPROVED:

____
David A. Ament, Mayor

Countersigned:

____

Kenneth A. Harenda II
Common Council President

741 N. Grand Ave., #210
Waukesha, WI 53186

P 262.896.8080
W bridgeslibrarysystem.org

To: Chief Elected Officials/Administrators in Municipalities with Libraries, Library Directors
From: Brittany Larson, Bridges Library System Director
Re: Waukesha County Library Tax Exemption Notice
Date: August 17, 2026

Annually, Waukesha County sets a special levy for library services. The funds are distributed to public libraries to compensate them for use by non-residents of their communities. State law (ss. 43.64(2) Wisc. Statutes) provides that municipalities with libraries may avoid double taxation and exempt themselves from this special levy if they meet certain conditions:

- Exempting library municipalities must levy and expend an amount equal to or greater than the mill rate set by Waukesha County in the preceding year with the exception of joint libraries whose participating municipalities have an alternate option for exempting which is to levy and expend an amount not less than the average of the previous 3 years (ss.43.64 (2)(c)).
- Exempting library communities are required to provide written notification to the county annually.
- The County Code requires that the notification be from the **local governing body** rather than from the clerk alone.
- The County Code also requires a deadline of September 30 so that the County Executive Budget available to supervisors and the general public can properly reflect the county library taxation levels in the Adopted Budget in November.
- Exempting communities must also have a library that meets or exceeds minimum service levels and quality assurance standards (included in the Waukesha County Library Services Plan formally adopted by the Waukesha County Board of Supervisors in 2022) which are certified by the library board. (The libraries have already received their standards certification letters.)

If you would like to exempt your municipality from the Waukesha County library tax, the form (on page 2), ***Request for Exemption from Waukesha County Library Levy 2026 Tax for 2027 Purposes*** must be completed, approved by the municipality's governing body, signed, and returned to Bridges Library System no later than September 30, 2026. A copy of your adopted municipal ordinance or resolution certifying that your library appropriation meets or exceeds the requirements is also required. Email submission is acceptable as long as the form includes the actual signature.

Thank you for providing library services to our citizens. Strong libraries build strong communities and your commitment to support your library is vital and valued!

Request for Exemption from Waukesha County Library Levy
2026 Tax for 2027 Purposes

Name of Community:

Name of library:

We recognize that, pursuant to 43.64 of Wisconsin Statutes, to obtain an exemption from the 2026 county library levy for 2027 purposes, the municipality must certify that during budget year 2027, its library will be provided and be allowed to expend no less than the county library tax rate in the prior year, $0.201234 per $1,000 Equalized Value.

In the case of a joint library, an alternate exemption option exists pursuant to ss 43.64 (2) (c). Under this language, each participating municipality in the joint library has the option to certify that during its budget year 2027, the library will be provided and allowed to expend no less than the average of the funding levels of the previous 3 years.

We further recognize that, pursuant to state law, listed funding must be only from municipal sources, not the entire library budget. Reported amounts must exclude fines, fees, and other revenues. Capital expenditures are excluded as well.

I am authorized to certify that the governing body of the municipality has enacted an ordinance or resolution pledging that it will appropriate and allow the library to expend no less than a rate of $0.201234 per $1,000 of the actual state Equalized Value amount for the community that was published by the state by August 15, 2026 or, in the case of a joint library whose municipality may choose this option, that the participating municipality will appropriate and allow the library to expend no less than the average of the funding levels of the previous 3 years.

The community meets its requirement stated above and is therefore eligible for exemption from the 2026 Waukesha County library levy.

____

Name and Title of Person filling out this form:

____ ________________

Signature **Date**

This form, along with a copy of the municipal resolution/ordinance, must be filed no later than September 30, 2026.

Send to:
Bridges Library System
741 N. Grand Avenue, Suite 210
Waukesha, WI 53186
Or email to **blarson@bridgeslibrarysystem.org**

City of New Berlin Community Development
city living with a touch of country

Building Permits & Inspections • Engineering Services • GIS / LIS • Planning Services
3805 South Casper Drive
New Berlin, WI 53151
Phone: 262.797.2445
Fax: 262.780.4612
www.newberlin.org

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Gregory W. Kessler, AICP - Director

DATE: August 25, 2026

ISSUE: Matthew Lyons with Azura, LLC has filed a petition to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 16 - Neighborhood "F" Urban Neighborhood South and Chapter 10 - Land Use) from Urban Residential to Institutional and to rezone from R-3 to I-1 for the parcel located at:

4675 S. Moorland Road (Tax Key #: 1240.987.001) [Keith M Mischker and Jacqueline L Mischker Revocable Living Trust – 5.97 Acres]

REQUESTED: Recommend to Common Council that a joint public hearing be set for October 5, 2026 at 6:01 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 16 - Neighborhood "F" Urban Neighborhood South and Chapter 10 - Land Use) from Urban Residential to Institutional for the parcel located at:

4675 S. Moorland Road (Tax Key #: 1240.987.001) [Keith M Mischker and Jacqueline L Mischker Revocable Living Trust – 5.97 Acres]

AND

Recommend to the Common Council that a joint public hearing be set for October 5, 2026 at 6:01 p.m. to be held before the Plan Commission to rezone from R-3 to I-1 for the parcel located at:

4675 S. Moorland Road (Tax Key #: 1240.987.001) [Keith M Mischker and Jacqueline L Mischker Revocable Living Trust – 5.97 Acres]

RATIONALE: Per Chapter 275-21.1 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to amend the Comprehensive Plan / Future Land Use Map for this property. Per this section, the applicant submits the application to the Common Council for initial review. DCD staff prepares a Requested Action Statement to refer the request to the Plan Commission to hold a public hearing and take action via a resolution. A report shall be forwarded to the Common Council for final action.

Per Chapter 275-22 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to rezone these properties. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. These recommendations shall be forwarded to the Common Council for final action.

Per Zoning Code Section 275-20I, the applicant has simultaneously filed a Land Division application.

<u>Note: Staff is continuing to prepare the 2030 Comprehensive Plan Updates as time permits. Please note this request will include other basic changes to these chapters. This will represent a public hearing for the 2030 Comprehensive Plan updates. Additional public hearings will be set up to handle the remaining chapters at a future date.</u>