

Committee of the Whole MEETING AGENDA



April 25, 2023 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published: 4/21/2023

AGENDA

1. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
2. **APPROVAL OF MINUTES**
 - A. April 11, 2023 Committee of the Whole Minutes
3. **UTILITY & FINANCE**
 - A. Discussion and recommendation to Common Council approval of the April 26, 2023 Water Utility claims in the amount of \$30,144.40, Sewer Utility claims in the amount of \$87,395.75 and General City claims in the amount of \$546,390.14. Tax overpayment checks totaling \$7,972.03 were also generated. US Bank VISA EFT of \$25,834.53.
4. **MISCELLANEOUS**
 - A. Fire Department Update, Chief Polzin
 - B. Discussion and recommendation to the Common Council approval of a contract with Mobcraft Beer, Inc. to host beer garden events between July 28, 2023 and October 15, 2023 at Malone Park
5. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.



Committee of the Whole MEETING MINUTES

April 11, 2023 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

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

Rubina Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Garrigues, Alderperson Maxey,
Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

Staff Present: City Attorney Mark Blum, City Clerk Rubina Medina, Recreation Manager
Erin Cross

3. APPROVAL OF MINUTES

A. March 28, 2023 Committee of the Whole Meeting Minutes

MOTION: Motion to approve.

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

4. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the April 12, 2023 Water Utility claims in the amount of \$117,555.02, Sewer Utility claims in the amount of \$92,628.62 and General City claims in the amount of \$895,462.93. Tax overpayment checks totaling \$469.60 were also generated. US Bank VISA EFT of \$42,915.55. WE Energies EFT of \$81,367.42

MOTION: Motion to approve

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

5. MISCELLANEOUS

- A.** Recreation Department Update
Erin Cross, Recreation Manager, gave a presentation to the Council.
No Motion.
- B.** Discussion and possible action to appoint William Jonas as the Common Council nominee to the City of New Berlin Ethics Board per section 28-6(B) of the City Code of the City of New Berlin, with a term to commence upon this appointment and to continue until 4/30/2026
MOTION: Motion to appoint William Jonas as the Common Council nominee to the City of New Berlin Ethics Board per section 28-6(B) of the City Code of the City of New Berlin, with a term to commence upon this appointment and to continue until 4/30/2026.
- VOTE:** Motion by: Harenda
Second by: Garrigues
Motion Passed 7-0
- C.** Discussion and possible action to recommend to the Common Council the RAS from Ald. Stribl to change the date of Trick or Treating in the City of New Berlin from the last Sunday in October to the last Saturday in October
MOTION: Motion to approve the RAS from Ald. Stribl to change the date of Trick-or-Treat in the City of New Berlin from the last Sunday in October to the last Saturday in October.
- VOTE:** Motion by: Stribl
Second by: Garrigues
Motion 6-1 with Ald. Kroupa voting nay.

6. ADJOURN

MOTION: Motion to adjourn the Committee of the Whole meeting at 6:23 PM.

VOTE: Motion by: Horbinski
Second by: Garriges
Motion 7-0

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

New Berlin Fire Department



Mission

Our mission is to provide exceptional services while committed to building a safer community.

Vision

The New Berlin Fire will continuously strive to be a caring, understanding, people first organization committed to excellence in all we do.

New Berlin Fire Department



Values

Integrity – we commit to honest, trustworthy, and ethical behavior.

Professional Excellence – we support continuous training and education, mentorship, and professional development to ensure exceptional service to our community.

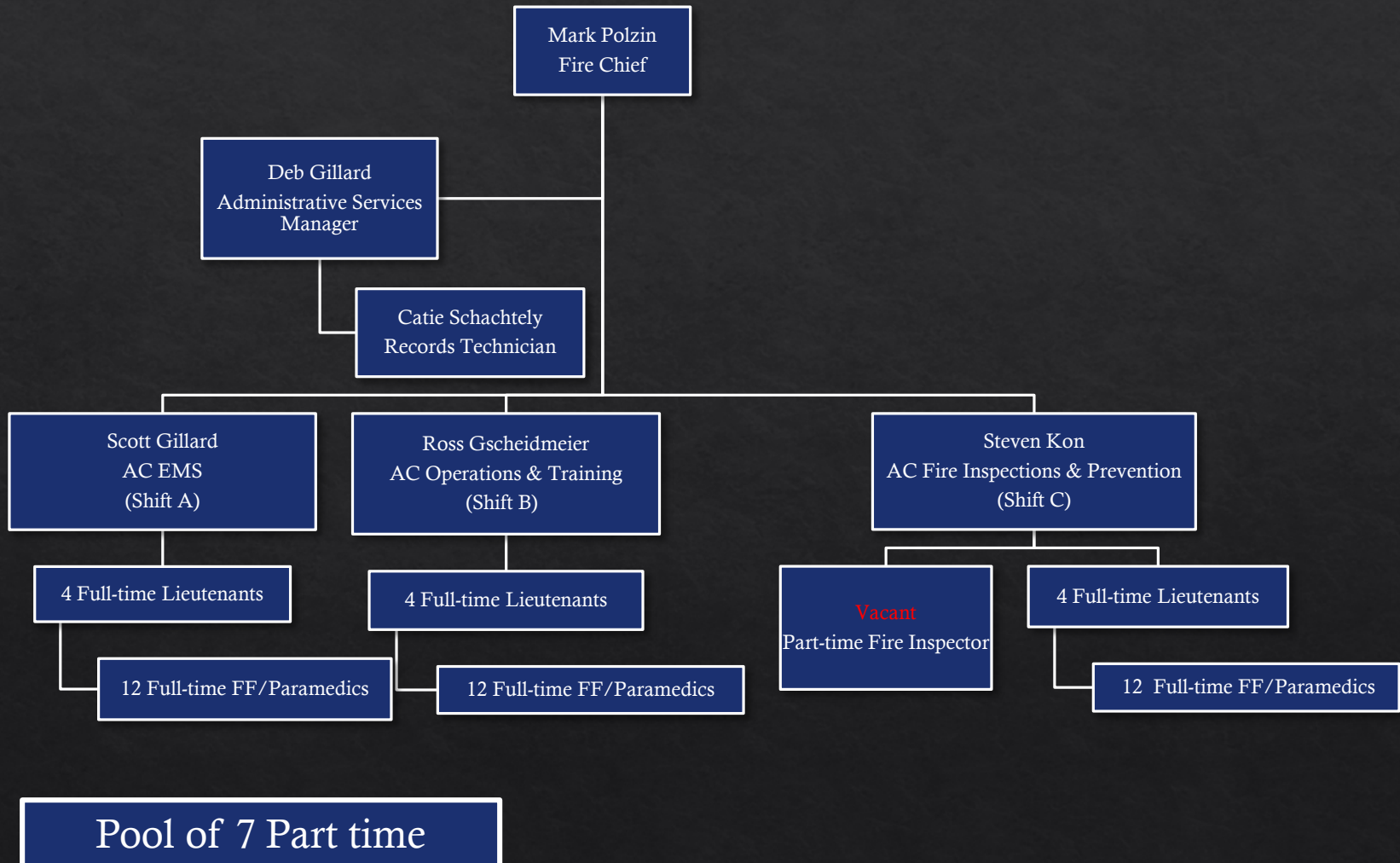
Teamwork and Shared Leadership – we seek to encourage and empower our members with opportunities to enhance your fire department.

Community Engagement – we understand our responsibility in building a safer community by deepening our involvement in the community we serve.

Diversity and Inclusion – we dedicate ourselves to reflecting and embracing diversity within our department and throughout our community.

Health, Safety, and Wellness – we pledge to provide an environment which supports the health, safety, and well-being of our members.

New Berlin Fire Department Organizational Chart



Response Overview

- *New Berlin Fire/EMS responses - 2021/4960 2022/4951*
 - *Private vs. Government Insurance (Ground Ambulance Study)*

- *Health Care Facilities, Assisted Living Facilities & Community Based Residential Facilities*
 - *Inter-Facility (Education on emergent vs non-emergent)*
 - *Lift Assist (Education on fire department vs facility responsibility)*
 - *Emergency Transport – fire department*

2022 Accomplishments

- ❑ *Ambulance replacement in service September*
- ❑ *Staffing for Adequate Fire and Emergency Response (SAFER) Grant acquisition \$2.7 million*
 - ❑ *Nine full-time Firefighter Paramedic positions*
- ❑ *Assistance to Firefighters Grants (AFG) \$30K*
 - ❑ *Second set of battery operated extrication equipment*
- ❑ *Wisconsin Emergency Medical Services Flex Grant \$90K*
 - ❑ *Patient Lift Assist Hover Bags, FD Training Rooms technology updates*
- ❑ *Kelmann Cares Grant \$1K*
 - ❑ *Portable battery operated scene lighting*

2023 NBFD Goals

- ❑ *Work with and assist local high schools with the fire service dual enrollment program*
- ❑ *Expand education and training opportunities for all department members*
- ❑ *Create an internal Peer Support Team*
- ❑ *Expand our ability to conduct fire investigations*
- ❑ *Update job descriptions*
- ❑ *Develop a fair and consistent promotional process*
- ❑ *Look for external funding sources for equipment*
- ❑ *Increase our community involvement outside of emergency responses*
- ❑ *Establish department policies and procedures*
- ❑ *Conduct a department Strength, Weakness, Opportunity, Threat (SWOT) analysis*
- ❑ *Utilize data to assist in decision making processes*
- ❑ *Construct a department Standard of Cover document and Strategic Plan*

Questions





REQUESTED ACTION STATEMENT

DATE: April 25, 2023

TO: Mayor
Common Council

FROM: Erin Cross, Recreation Manager

ISSUE: Approval of Beer Garden Contract with Mobcraft Beer, Inc.

REQUESTED: Recommend to the Common Council approval of a contract with Mobcraft Beer, Inc. to host beer garden events between July 28, 2023 and October 15, 2023 at Malone Park.

FISCAL IMPACT: The City will receive \$400 upon completion of each day of service with a total of 14 days included in the agreement.

RATIONALE: Per the New Berlin Municipal Code 184-3 (D)(2), the Parks, Buildings and Grounds Commission along with the Common Council must approve granting a group or individual to sell or dispense fermented malt beverages in any park or parkway.

In an effort to provide passive recreational community gathering opportunities, the Recreation Department has worked in coordination with Mobcraft Beer, Inc to host beer gardens this summer and fall at Malone Park in New Berlin. These events will provide community members the opportunity to spend time outdoors at New Berlin Parks while maintaining safe social distances.

RECOMMENDATION: Please consider recommending the approval of the contract with Mobcraft Beer, Inc.

SPONSORSHIP/USE AGREEMENT

This Sponsorship/Use Agreement (hereinafter "Agreement") is made and entered into this ____ day of April ____, 2023, by and between the CITY OF NEW BERLIN (hereinafter referred to as the "City") and MobCraft Beer, Inc d/b/a MobCraft, duly organized and validly existing under the laws of the State of Wisconsin (hereinafter referred to as "Sponsor");

WHEREAS, the City owns and operates Malone Park, which has various amenities (hereinafter the "Premises"); and

WHEREAS, the New Berlin Public Library Board operates the New Berlin Public Library, which has an associated green space area adjacent to the library, which are also considered part of the Premises; and

WHEREAS, the City is desirous of conducting beer garden events on selected days between July 28, 2023 and October 15, 2023 (more specifically described on the attached Exhibit A).

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

1. The City does hereby grant access to the Malone Park pavilion, as depicted on the attached maps, Exhibit B. Additional locations shall include other New Berlin City Park locations, including Historical Park, City Center Plaza, as well as the New Berlin Public Library green area.

2. The City hereby grants said access on Fridays, Saturdays and Sundays on the dates and times outlined in Exhibit A. These dates and times are subject to modifications as may be made, in writing, from time to time, between the Sponsor and the Recreation Department Office.

3. In addition to the use of the Premises, the City agrees to provide picnic tables, and trash and recycling receptacles, for the use of the patrons during the course of the events.

4. Sponsor is hereby permitted to sell beer with an alcohol content no greater than 8%, subject to the approval of a State license.

5. Sponsor is authorized to work with licensed food truck vendors to provide food for purchase during the hours outlined in Exhibit A. Any such food truck vendor must comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate permits required by the City of New Berlin.

6. Sponsor will serve beer provided for hereunder, and further agrees to arrange for the performance of music with either a DJ or a live performer, using minimally amplified music. The applicant will be required to apply for a loudspeaker permit through the New Berlin Police Department.

7. The hours of operation shall be Fridays from 3pm-9pm, Saturdays, 12pm-9pm & Sundays, 12pm-9pm in the event of a rain reschedule. Sponsor may engage in restocking or

cleanup activities outside of these hours; however, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

8. Responsibilities of Sponsor:

- a. Sponsor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Sponsor agrees to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
- c. Sponsor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status or any other prohibited basis of discrimination.
- d. Sponsor agrees that the space that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Sponsor agrees to pay all taxes or fees associated with the operation of the event.
- f. Sponsor agrees, at its own expense, to keep the premises and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the City daily.
- g. No equipment being provided by the City shall be removed or replaced without the written consent of the City and any such use will be at the expense of the Sponsor.
- h. Sponsor agrees that they will obtain all necessary licenses or permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.

9. The parties shall mutually perform an inspection of the Premises both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Premises meets the requirements as set forth in this Agreement. Sponsor agrees to return the Premises to the City following the conclusion of the event in the condition that existed prior to the commencement of the event, reasonable wear and tear excepted.

10. Sponsor agrees to indemnify and hold harmless the City as and against any and all claims, demands, actions, causes of action, or fees, including actual attorney fees, arising from the activities of the Sponsor, their agents, subcontractors or assigns, in conducting the beer garden events, as well as the performance of the terms of this Agreement. This indemnification shall include the acts or omissions of any contractors or subcontractors that they may engage for the performance of the event.

11. Sponsor agrees that this Agreement is exclusive to them and to the extent they wish to engage other entities to assist with the performance of the event, such entities must be approved by the Common Council or their designee, and such subcontractors must agree to the same indemnity and insurance requirements as required of the Sponsor.

12. Sponsor acknowledges that they are ultimately responsible for the acts or omissions of any subcontractors with which they may engage.

13. The parties agree to mutually perform advertising for the event.

14. Sponsor agrees to allow the City to hold events coordinated by the City in conjunction with the beer garden. This use is not exclusive.

15. Sponsor acknowledges that they are not permitted to bring in additional lighting without the express written permission of the City. Strings of lights are permitted, provided that each bulb is not greater than 25 watts in capacity. The Sponsor may also bring in and set up a point of sale station and credit card station at their expense.

16. City agrees to maintain the bathrooms on the premises during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily.

17. Sponsor agrees to restrict the areas in which beer consumption is permitted to those that are shown on the attached maps (Exhibit B). The City will create fencing and/or signage directing patrons that alcohol may only be consumed within the designated area.

18. As part of the consideration for this Agreement, the Sponsor agrees to pay to the City the amount of Four Hundred (\$400.00) Dollars per day, for each day of the event, not less than thirty (30) days following the completion of the event. Sponsor further agrees to provide the City with sales records satisfactory to the City to monitor their use of the City facilities. Should the event not be completed due to rain, no payment shall be collected.

19. Sponsor shall provide security during the event and will ensure that the terms of this Agreement, as well as all other applicable City Rules and City Ordinances, including the Rules of the New Berlin Public Library Board, are followed. Any criminal activity shall be reported immediately to the New Berlin Police Department.

20. Sponsor agrees to provide evidence of comprehensive, general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall list the City as an Additional Insured on a primary and non-contributory basis.

21. In the event Sponsor fails to abide by the terms of this Agreement, or in the event the events create a public nuisance, the use may be terminated.

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

23. Each party acknowledges that the person signing the Agreement has been duly authorized by the governing body of each entity.

24. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

25. To the extent that any portion of the Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that the balance of the Agreement shall remain in full force and effect.

CITY :
City of New Berlin

SPONSOR:
MobCraft Beer, Inc
d/b/a MobCraft

By: _____
David Ament, Mayor

By: _____

By: _____
Erin Cross, Recreation Manager

By: _____

EXHIBIT A

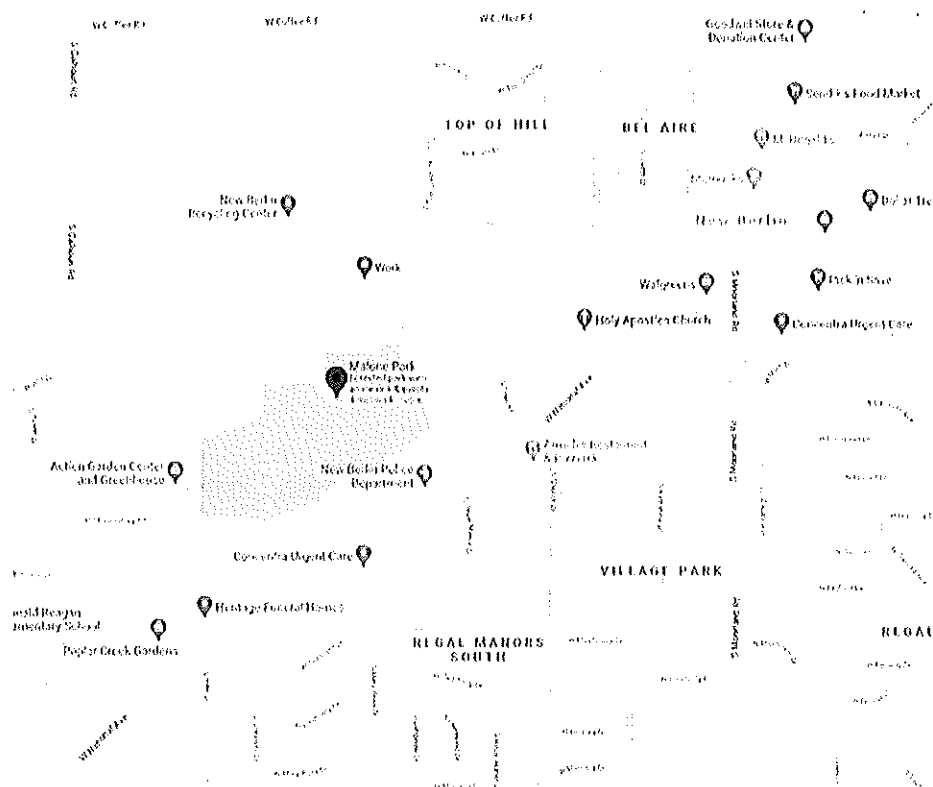
Dates/Times/Places of Beer Garden Events

Fri-Sat, July 28-29, 2023	Fri: 3pm-9pm, Sat 12pm-9pm	Malone Park
Fri-Sat, August 11-12, 2023	Fri: 3pm-9pm, Sat 12pm-9pm	Malone Park
Fri-Sat, August 25-26, 2023	Fri: 3pm-9pm, Sat 12pm-9pm	Malone Park
Sun, Oct 8, 2023	1pm-6pm	Historic Park

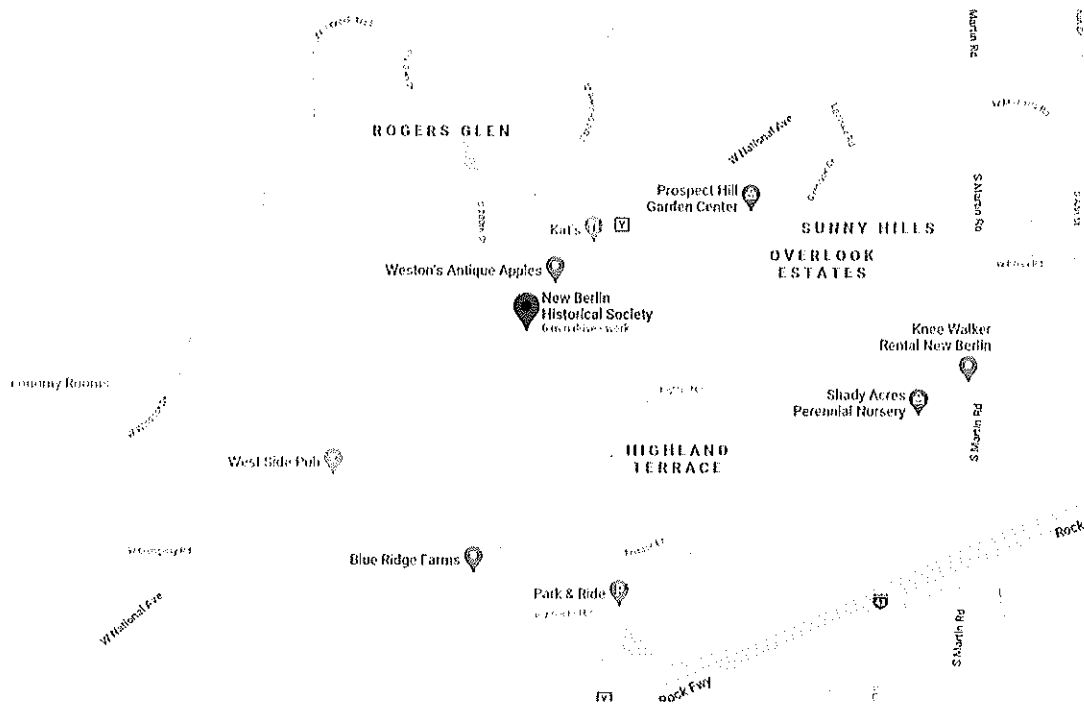
Rain Dates/Times/Places of Beer Garden Events

Sun, July 30, 2023	Sun 12pm-9pm	Malone Park
Sun, Aug 13, 2023	Sun 12pm-9pm	Malone Park
Sun, Aug 27, 2023	Sun 12pm-9pm	Malone Park
Sun, Oct 15, 2022	1pm-6pm	Historic Park

Malone Park



Historic Park





MOBCLLC-01

DWHITNEY01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2023

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

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

PRODUCER AVID Risk Solutions, Inc. 2501 Parmenter Street Suite 200A Middleton, WI 53562	CONTACT NAME:	
	PHONE (A/C, No, Ext): (608) 827-4525 FAX (A/C, No): (608) 827-4712 E-MAIL ADDRESS: certificates@avidrisk.com	
INSURED Mobcraft Beer, Inc. 505 S 5th Street Milwaukee, WI 53204	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois Casualty Company	15571
	INSURER B : Erie Insurance Exchange	26271
	INSURER C : Hartford Insurance (For Direct Bill Commission Download)	00914
	INSURER D : Westchester Surplus Lines Insurance Company	10172
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BP35209	5/29/2022	5/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Q10-3031035	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	83WBCAU8BXY	10/30/2022	10/30/2023	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			LL96909	5/29/2022	5/29/2023	Each Common Cause 1,000,000
D	Professional Liab			G74323467 001	10/1/2022	10/1/2023	Products Recall 50,000

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

CERTIFICATE HOLDER

CANCELLATION

City of New Berlin Recreation Dept.
3805 S Casper Dr
New Berlin, WI 53151

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

