



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE MEETING**

Tuesday, May 10, 2022

6:00 PM

Zoom Meeting

<https://us02web.zoom.us/j/85314106849>

The Committee of the Whole has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council.

Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 853 1410 6849
- Following this direct link to the meeting: <https://us02web.zoom.us/j/85314106849>
- Find your local number: <https://us02web.zoom.us/u/keElyFa12h>

AGENDA

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

April 26, 2022 Committee of the Whole Meeting Minutes

UTILITIES & FINANCE

Approval of May 11, 2022 Water Utility claims in the amount of \$122,369.46, Sewer Utility claims in the amount of \$654.50 and General City claims in the amount of \$587,127.39 of which \$7,549.09 was tax overpayment checks. US Bank VISA EFT of \$37,178.76.

LICENSES & PERMITS

Operator (Bartender) license applications for the licensing period ending June 30, 2024 per the list as presented.

MISCELLANEOUS

Update from Recreation Manager, Erin Cross

Requested Action Statement for the Approval of Emergency Management and Continuity of Operations Plan Updates.

Recommend to Council adoption of Resolution 22-07, A Resolution Changing Aldermanic District #1 Polling Place from New Berlin Hills Golf Course - Clubhouse to New Berlin Hickory Grove, 2600 S. Sunny Slope Rd.

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

PLEASE NOTE:

- ✓ 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. It is also possible that members of and possible 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 above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE - MINUTES
Tuesday, April 26, 2022**

REGULAR MEETING

VIA ZOOM

6:00 PM

Please note: Minutes are unofficial until approved by the Committee of the Whole at the next regularly scheduled meeting.

This Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

To participate in the meeting, view the meeting, and/or ask questions, the public was able to do so by downloading the ZOOM app located at <https://zoom.us/> and utilize Meeting ID #868 6172 2444: to join.

All votes were taken via a voice roll call vote.

CALL MEETING TO ORDER

Mayor Dave Ament called the Committee of the Whole meeting to order at 6:01pm.

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Alderpersons Hopkins, Garrigues, Maxey, Harenda, Stibl, Horbinski and Kroupa.

Also Present: City Attorney Mark Blum and City Clerk Rubina R. Medina

APPROVAL OF MINUTES

ITEM: April 12, 2022 Committee of the Whole Meeting Minutes

MOTION: Motion to approve the April 12, 2022 Committee of the Whole Meeting Minutes

VOTE: Motion by: Alderman Horbinski
Second by: Alderman Stibl
Motion Passed 7-0

UTILITIES & FINANCE

ITEM: Approval of April 27, 2022 Water Utility claims in the amount of \$9,450.75, Sewer Utility claims in the amount of \$3,823.66 and General City claims in the amount of \$1,132,532.08.

MOTION: Motion to approve the April 27, 2022 water utility, sewer utility and general city claims as presented.

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Harenda
Motion Passed 7-0

LICENSES & PERMITS

ITEM: Operator (Bartender) license applications for the licensing period ending June 30, 2024 per the list as presented.

MOTION: Motion to approve the Operator license applications for the licensing period ending June 30, 2024 per the list as presented.

VOTE: Motion by: Alderman Hopkins
Second by: Alderman Maxey
Motion Passed 7-0

ITEM: Loudspeaker Variance for Rodd Szmania of 3045 S. Johnson Road for a family wedding on May 14, 2022 until 11PM.

MOTION: Motion to approve the Loudspeaker Variance for Rodd Szmania of 3045 S. Johnson Road for a family wedding on May 14, 2022 until 11PM.

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

ITEM: Loudspeaker Variance for Rodd Szmania of 3045 S. Johnson Road for a family birthday party on June 4, 2022 until 11PM.

MOTION: Motion to approve the Loudspeaker Variance for Rodd Szmania of 3045 S. Johnson Road for a family birthday party on June 4, 2022 until 11PM.

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Maxey
Motion Passed 7-0

ITEM: Rubbish License for Veit Disposal Services., located at 14000 Veit Place, Minneapolis, MN 55374.

MOTION: Motion to approve the Rubbish License for Veit Disposal Services., located at 14000 Veit Place, Minneapolis, MN 55374.

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

MISCELLANEOUS

ITEM: Update by Fire Chief Mark Polzin

No Action

ITEM: Requested Action Statement for the approval of a lease agreement with Brueggemann Farms to farm 20 acres of City owned land for the 2022 and 2023 growing seasons for the property located approximately at 5851 S. Sunny Slope Road.

MOTION: Motion to approve the Requested Action Statement for the approval of a lease agreement with Brueggemann Farms to farm 20 acres of City owned land for the 2022 and 2023 growing seasons for the property located approximately at 5851 S. Sunny Slope Road.

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

ITEM: Requested Action Statement for approval of two closed-end Lease Agreements, including Exhibits, with Wisconsin Harley Davidson for the leasing of two new 2022 Harley Davidson motorcycles for the Police Department.

MOTION: Motion to approve the Requested Action Statement for approval of two closed-end Lease Agreements, including Exhibits, with Wisconsin Harley Davidson for the leasing of two new 2022 Harley Davidson motorcycles for the Police Department.

VOTE: Motion by: Alderman Hopkins
Second by: Alderman Garrigues
Motion Passed 7-0

ITEM: Election of Alderperson to serve on the Plan Commission - Per Section 275.15(B)1- One alderperson shall be elected by 2/3 vote of the Common Council

Motion by Alderman Harenda to nominate Alderman Stribl to serve on the Plan Commission. Seconded by Alderman Horbinski.

No further nominations.

MOTION: **Motion to close nominations**

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Hopkins
Motion Passed 7-0

MOTION: **Motion to appoint Alderman Stribl to the Plan Commission**

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Horbinski
Motion Passed 7-0

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

MOTION: Motion to adjourn the Committee of the Whole meeting at 6:42 pm.

VOTE: Motion by: Alderwoman Kroupa
Second by: Alderman Hopkins
Motion Passed 7-0

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

OPERATOR (BARTENDER) LICENSE APPLICANTS

Council Meeting Date: May 10, 2022

The below individuals hereby make application to the Common Council of the City of New Berlin for an Operator's (Bartender) License to serve fermented malt beverages and intoxicating liquors subject to Wisconsin Statutes and City of New Berlin Ordinances for the period ending June 30, 2024.

Page: 1

Applicant's Name	Invited	Place of Employment as Operator	Applying for License
1. Daniel T. Arnold		Greenfield Pub	Operator's 2 Year
2. Kaitlin A. Bartoli		Sendik's Food Market	Operator's 2 Year
3. Virginia M. Baughman		Speedway #4230	Operator's 2 Year
4. Brian Birringer		Kwik Trip #971	Operator's 2 Year
5. Zackary Bohte		Ridge Cinema	Operator's 2 Year
6. Connor J. Borazo		Ridge Cinema	Operator's 2 Year
7. Sarah B. Bornemann		Pick N Save	Operator's 2 Year
8. Ashley C. Buckmaster		Baler's	Operator's 2 Year
9. Emma S. Cahala		New Berlin Hills Golf Course	Operator's 2 Year
10. Stephanie J. Culver		Ridge Cinema	Operator's 2 Year
11. Nicole R. Daggett		Chumley's Pub	Operator's 2 Year
12. Kimberly Fellenz		Sendik's Food Market	Operator's 2 Year
13. Robert Fennig		Pick N Save	Operator's 2 Year
14. Lisa N. Filiipiaki		Mustang Shelly's Roadhouse	Operator's 2 Year
15. Katrina R. Fox		Sendik's Food Market	Operator's 2 Year
16. Gabrielle Gatto		New Berlin Hills Golf Course	Operator's 2 Year
17. Nathan R. Hunt		Cleveland Pub & Grill	Operator's 2 Year
18. Nancy L. Jacobs		Pick N Save	Operator's 2 Year
19. Kent A. Kalb		Ridge Cinema	Operator's 2 Year
20. Kathy A. Kalyvas		Nickels Pub	Operator's 2 Year
21. Ashley R. Kaye		Kwik Trip #971	Operator's 2 Year
22. Cory A. Klafka		Kwik Trip #534	Operator's 2 Year
23. Faye A. Kupka-Reichert		Armeli's Restaurant & Pizzeria	Operator's 2 Year

OPERATOR (BARTENDER) LICENSE APPLICANTS

Council Meeting Date: May 10, 2022

The below individuals hereby make application to the Common Council of the City of New Berlin for an Operator's (Bartender) License to serve fermented malt beverages and intoxicating liquors subject to Wisconsin Statutes and City of New Berlin Ordinances for the period ending June 30, 2024.

Page: 2

Applicant's Name	Invited	Place of Employment as Operator	Applying for License
24. Nicole M. Landowski		Pick N Save	Operator's 2 Year
25. April M. Maher		Open	Operator's 2 Year
26. Jacqueline L. Olshefske		Speedway #4540	Operator's 2 Year
27. Dayna J. Petranec		Mustang Shelly's Roadhouse	Operator's 2 Year
28. Reanna M. Petreson		Ridge Cinema	Operator's 2 Year
29. Gary W. Pucel		Sendik's Food Market	Operator's 2 Year
30. Kate F. Rath		MOD Super Fast Pizza	Operator's 2 Year
31. Samantha A. Schreiner		Sendik's Food Market	Operator's 2 Year
32. Delores Schuetze		Kwik Trip #534	Operator's 2 Year
33. Rebecca J. Severson		Baler's	Operator's 2 Year
34. Douglas Shiery		Open	Operator's 2 Year
35. Ethan W. Shoquist		Speedway #4230	Operator's 2 Year
36. John Stachowiak		Pick N Save	Operator's 2 Year
37. Barbara Ann Mary Stenshaug		Kwik Trip #534	Operator's 2 Year
38. Maureen Lois Sullivan		Open	Operator's 2 Year
39. Brian J. Tessmann		Ojibwa Bowhunters Of Milwaukee	Operator's 2 Year
40. Dhruba Wagle		Open	Operator's 2 Year
41. Renee M. Warzon		Princeton Club	Operator's 2 Year
42. William M. Woodward		Sendik's Food Market	Operator's 2 Year
43. Diane M. Young		Pick N Save	Operator's 2 Year
44. Jena Zastrow		Pick N Save	Operator's 2 Year

RECREATION

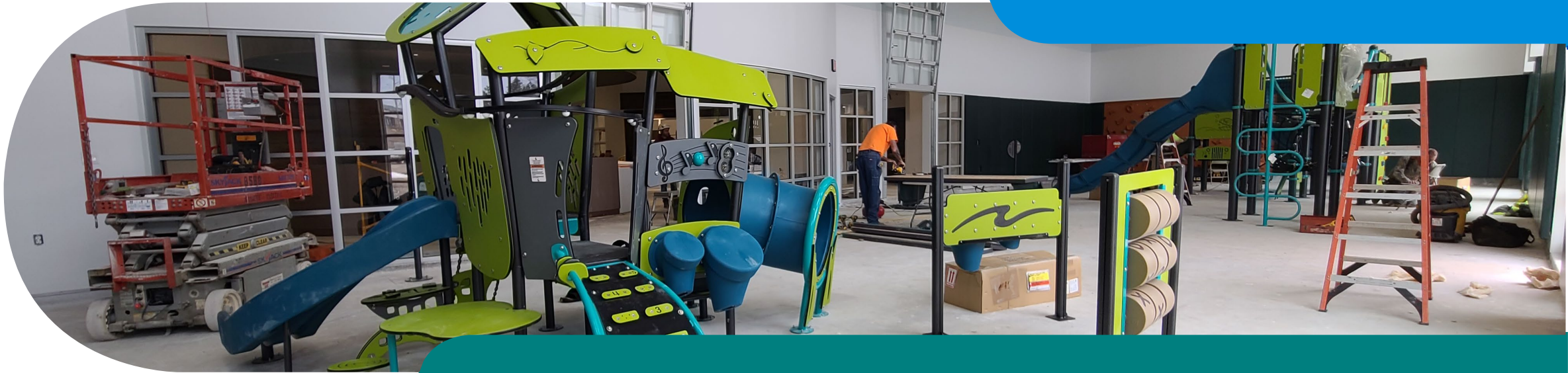
COMMON COUNCIL UPDATE

May 2022



The A.R.C.

We are happy to announce in June of 2022, we will be moving the majority of our indoor programs to a new facility—the New Berlin Activity & Recreation Center, located at 15321 W National Avenue!



Typical Week Schedule at the A.R.C.

	MON	TUES	WED	THUR	FRI	SAT
7 AM		Sculpt & Strength - Aspen		Sculpt & Strength - Aspen		
8 AM	Total Body Interval – Aspen	Sculpt & Strength - Aspen		Sculpt & Strength - Aspen		
9 AM	Youth Cooking - Maple	Music Makers – Aspen Yoga – Cedar Youth Cooking - Maple	Dance – Aspen Youth Cooking - Maple	Zumbini – Aspen Yoga - Cedar Youth Cooking - Maple	Dance- Aspen Yoga - Cedar Youth Cooking - Maple	Astronomy - Willow
10 AM	Youth Cooking - Maple	Yoga - Cedar Youth Cooking - Maple	Dance - Aspen Youth Cooking - Maple	Dance- Aspen Yoga – Cedar Youth Cooking - Maple	Dance- Aspen Yoga - Cedar Youth Cooking - Maple	Astronomy - Willow
11 AM	Youth Cooking - Maple	Yoga - Cedar Youth Cooking - Maple	Youth Cooking - Maple	Youth Cooking - Maple	Youth Cooking - Maple	Astronomy - Willow Secret Oven - Maple
12 PM						Astronomy - Willow Secret Oven - Maple
1 PM	STEAM Team - Maple		Mini Chefs - Maple	Secret Oven - Maple		
2 PM	STEAM Team - Maple		Mini Chefs - Maple			
3 PM	Board Game – Willow STEAM Team - Maple	Spanish - Willow	Mini Chefs - Maple	Painting - Willow		
4 PM	Dance – Aspen Staci Cooking - Maple		Dance - Aspen	Painting - Willow		
5 PM	Dance - Aspen Sculpt & Strength – Cedar Staci Cooking - Maple		Dance - Aspen Sculpt & Strength - Cedar	Parents Night Out - Willow		Painting - Willow
6 PM	Dance - Aspen Sculpt & Strength - Cedar Home Sales – Willow Staci Cooking - Maple	Step it Up – Aspen Yoga - Cedar Home Sales - Willow	Dance - Aspen Sculpt & Strength - Cedar	Step it Up – Aspen Yoga - Cedar Astronomy - Willow	Parents Night Out - Willow	
7 PM	Dance - Aspen Home Sales – Willow Staci Cooking - Maple	Step it Up - Aspen Yoga - Cedar Home Sales - Willow	Dance - Aspen	Step it Up – Aspen Yoga - Cedar Astronomy - Willow	Parents Night Out - Willow	

Additionally, Day Camp runs at two locations from Monday-Friday, 7am-6pm



**SATURDAY
JUNE 4TH
9AM-3PM**

**GRAND
OPENING**

THE NEW BERLIN ARC | 15321 W NATIONAL AVE

THE A.R.C. GRAND OPENING— SATURDAY, JUNE 4TH



2019 Day Camp Field Trip to Discovery World

NEW BERLIN DAY CAMP

New for 2022!

OUR CAMP OPTIONS:

THE NEW BERLIN ACTIVITY & RECREATION CENTER

#1

Program options for ages 5-15 - Day Camp | Counselor-In-Training Program
Site Address: 15321 W. National Ave (next to Burghardt Sporting Goods)
June 13th-August 19th | Monday-Friday | 7:00am-6:00pm
Maximum Enrollment of 60 campers daily

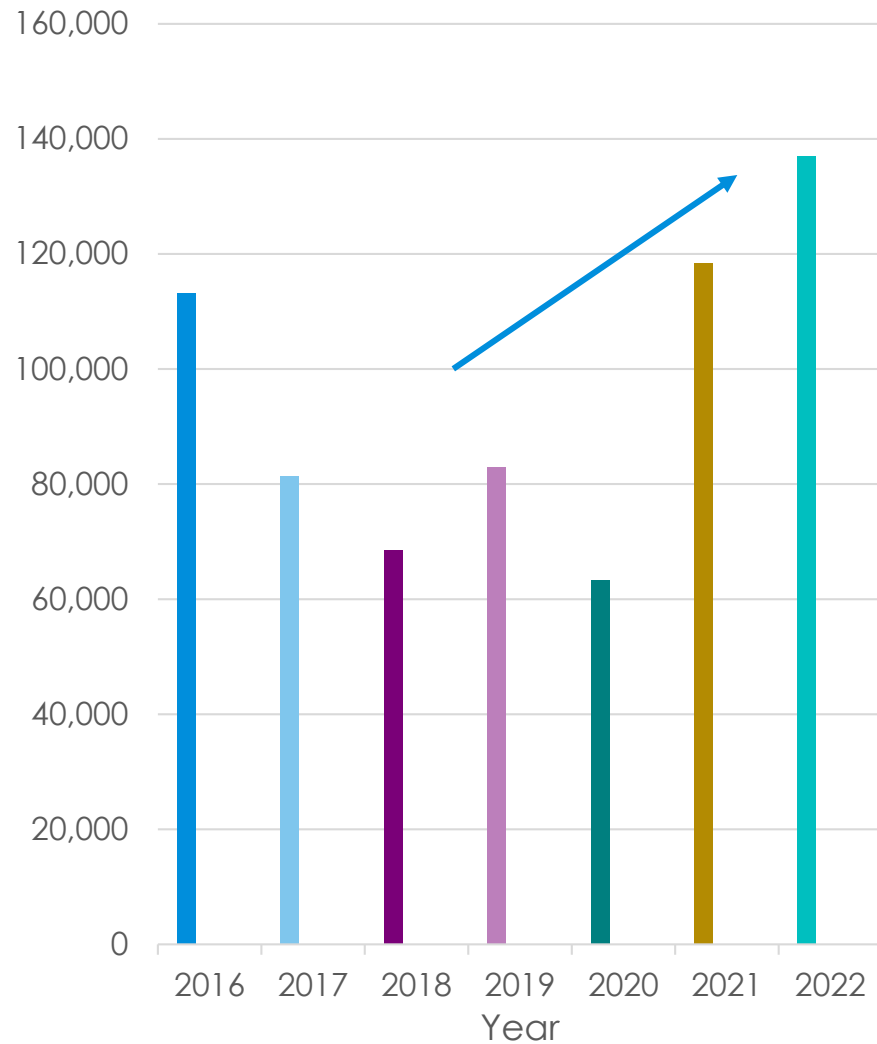
OR

LIONS PARK & NEW BERLIN COMMUNITY CENTER

#2

Program options for ages 5-12 - Day Camp
Site Address: 14750 W Cleveland Ave, New Berlin, WI 53151 (Community Center)
June 13th-August 19th | Monday-Friday | 7:00am-6:00pm
Outdoor Based Camp

Day Camp Revenue by Year



● **\$113,243**
2016

● **\$81,411**
2017

● **\$68,509**
2018

● **\$83,040**
2019

● **\$63,293**
2020

● **\$118,423**
2021

● **\$137,053**
2022

SOCIAL MEDIA BY THE NUMBERS

Reach on
Facebook

34,939

People

Facebook
Followers

3,534

People

Grand Opening Event
Responses

829

Interested/Going

Number of new
followers this month

121

People



2021 RECREATION



HALLOWEEN
PUMPKIN
CARVING

MINI
SPORTS



DAY CAMP

WINTER
FEST



COMING THIS SUMMER...

Beer
Music
Food



FEATURING
CITY LIGHTS
BREWING CO.

**NEW BERLIN
BEER GARDENS**

Fridays 3-8pm / Saturdays & Sundays 12-8pm

JULY 8-10	MALONE PARK
JULY 29-31	MALONE PARK
AUG 12-14	MALONE PARK
OCT 2	HISTORICAL PARK

*New Berlin Recreation Department
262-797-2443
www.newberlin.org
Dates & times subject to change*



NEW BERLIN RECREATION

**BATTLE
OF THE
PADDLES**

SCRAMBLE
PICKLEBALL TOURNAMENT
NO PARTNER NEEDED

**SATURDAY, JUNE 11TH
VALLEY VIEW PARK**

CHECK-IN: 7:30AM
STAGGERED START 8:00AM
Skill Levels: 2.5, 3.0, 3.5, 4.0, 4.5

3.5-4.5 will play with Gearbox Outdoor Balls (Neon Yellow)
2.5 and 3.0 will play with Penn Outdoor Balls (Yellow)

**\$37
PER PLAYER**

- Everyone receives an embroidered towel
- Prizes: Medals for 1st-3rd Place
- Register Online or at Recreation Department
- Registration Deadline: Saturday, May 28th

Reserve right to combine skills levels based on number of entrants

Tournament Facilitated by:
**everything
PICKLEBALL**



**MOVIES
IN THE PARK**
AT MALONE PARK

FREE FAMILY EVENT WITH BEER GARDEN ON EACH DATE
FEATURING CITY LIGHTS BREWING!

DRIVE-IN  JULY 9TH DRIVE-IN MALONE PARK SOUTH PARKING LOT OPENS @ 7PM EARLY ARRIVAL ENCOURAGED	BEER GARDEN  JULY 29TH BEER GARDEN WITH CITY LIGHTS BREWING	CAMPOUT  AUG 12TH FAMILY CAMPOUT
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FOR MORE INFORMATION VISIT
f **NEW BERLIN RECREATION**



**CITY LIGHTS
BREWING CO.**

WEDNESDAYS - BEGINNING JUNE 8, 2022

**CORN
HOLE
LEAGUES**

SUMMER 2022

PRESENTED BY:

RECREATION
City of New Berlin

SPONSORED BY:

**8 WK
SEASON**

MALONE PARK—SHELTER #2

ON-SITE CONCESSIONS/NO CARRY-INS
BOARDS & BAGS PROVIDED, PRIZES FOR CHAMPS

THANK YOU!

ERIN M. CROSS

Phone:

262-797-2443

Email:

ECROSS@NEWBERLIN.ORG





REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development 

RE: Requested Action Statement for the approval of a Scope of Services to hire All Hands Consulting, Inc. for the development of a new Comprehensive Emergency Management Plan (CEMP) and Continuity of Operations Plan (COOP) for the City in an amount of \$22,500 with a not to exceed amount of \$26,000 (cost breakdown follows).

DATE: May 2, 2022

REQUESTED ACTION: Requested Action Statement for the approval of a Scope of Services to hire All Hands Consulting, Inc. for the development of a new Comprehensive Emergency Management Plan (CEMP) and Continuity of Operations Plan (COOP) for the City in the amount of \$22,500 with a not to exceed amount \$26,000.

FISCAL IMPACT: The funds to be used, per the Finance Director, are:

1) Account #: 56340000-52010 - ARPA

Per the scope of services for All Hands Consulting, Inc. their cost estimate is \$22,500 to complete both plans. Staff is recommending a “not-to-exceed” amount of \$26,000 in case there are additional on-site workshops and/or other reimbursables that may become necessary during the update process. The City’s standard Terms & Conditions and the consultant’s Scope of Services are attached. The City Attorney has reviewed the attached Terms & Conditions.

SOURCE OF FUNDS: Account. #: 56340000-52010 - ARPA

RATIONALE / BACKGROUND:

The “**City of New Berlin’s Emergency Management Plan**” (CEMP) was adopted in June of 2011 and the “**City of New Berlin’s Continuity of Operations Plan**” (COOP) was developed in 2004. Since that time, there have been a number of changes at the staff & department levels and other allied agencies of have updated their emergency operations plans. The City’s current plans are outdated as a result and do not align well (or at all) with other agency plans such as Waukesha County’s Emergency Management Plan, and also needs to reflect the organizational changes recently adopted by the Mayor and Common Council via *Ordinance #: 2657* to Chapter 24 of Municipal Code (see attached).

The purpose of the “**City of New Berlin Emergency Management Plan**” (CEMP) is to: 1) Serve as the coordinating document reflecting the overall strategy for managing an incident response to major disasters, to assess damages, identify mitigation opportunities and to implement recovery efforts, 2) Facilitate the protection of lives, property and the environment for all incidents regardless of the nature and 3) Serve as a supporting document for individual department standard operating procedures (SOP’s).

Since 2004, the “**City of New Berlin’s Continuity of Operation Plan**” (COOP) has become outdated for a variety of reasons. The COOP establishes policy and guidance to ensure the execution of the mission essential functions for the City of New Berlin government in the event that an emergency in the City threatens or incapacitates operations, and the relocation of selected personnel and functions of any city facilities in the City of New Berlin is required. The plan also ensures that: 1) the City of New Berlin is prepared to respond to emergencies, recover from them, and mitigate against their impacts and 2) the City of New Berlin is prepared to provide critical services in an environment that is threatened, diminished or incapacitated.

The consultant’s scope of service is attached. It is anticipated that the updates to both plans would take approximately 6 to 8 months.

CONTRACT BETWEEN
THE
CITY OF NEW BERLIN
AND
All Hands Consulting Inc.
FOR
PROFESSIONAL PLANNING SERVICES

This agreement, entered into this XXXXXX day of May, 2022, by and between the CITY of New Berlin (CITY) and All Hands Consulting Inc. of Olympia, WA (CONSULTANT);

WITNESS THAT:

WHEREAS, the CITY proposes the creation of a Comprehensive Emergency Management Plan CEMP and Continuity of Operation Plan COOP described as follows:

Agreed upon language for the Scope of Work is a follows and attached.

WHEREAS, the CITY wishes to engage the services of a professional emergency management plans consultant to provide the above plans as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

SECTION I - RETENTION OF SERVICES

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The Director of Community Development shall administer this CONTRACT specifically as related to work performed by the consultant. The Director of Community Development will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

SECTION II - REQUIREMENTS

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT.
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. comply with time schedules and payment terms.

SECTION III - SCOPE OF SERVICES

A. GENERAL

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the planning, engineering and/or work for the Project necessary or incidental to accomplish the Project objectives and responsibilities that are specified in the attached Request for Quote for Professional Services; (Exhibit A).
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those, which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the Director of Community Development.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the Emergency Management profession.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the Emergency Management Manager, Director and Deputy Director of the Department of Community Development and the Emergency Management Coordinator and shall prepare and present such information as may be pertinent and necessary or as may be requested by the Director of Community Development to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the above listed persons. The Director of Community Development reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONSULTANT's Proposal, received via email on April 18, 2022, hereby referenced and incorporated into this CONTRACT as Exhibit A. **In the event of a conflict between the provisions of this CONTRACT and Exhibit A, the provisions of the CONTRACT shall govern.** The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's

Proposal.

B. WORK TASKS

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include creation of those plans and related documents contained in the attached Exhibit A, prepared by CONSULTANT.

SECTION IV - SPECIFIC CONDITIONS OF PAYMENT

- A. The CONSULTANT shall be compensated for the services described above on an project basis for a total fee of \$22,500. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount of \$26,000 except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the Director of Community Development for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The Director of Community Development will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within sixty (60) days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

SECTION V - TIME OF PERFORMANCE

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the Director of Community Development to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by December 1, 2022.

The Contract for consultant services is expected to be signed in May of 2022. CONSULTANT shall commence work upon full execution of the Contract by the CITY. CONSULTANT is required to fully familiarize its Staff with the project prior to any kickoff meeting, which will be held no later than May 31, 2022. Contract work is expected to start June 1, 2022. Substantial Completion is November 4, 2022. All consultant services are required to be completed by December 1, 2022 (Final Completion).

- C. In addition to all other remedies incurring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and

conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.

D. DELAYS

CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.

E. LIQUIDATED DAMAGES

In the event that the services to be provided by CONSULTANT under this contract are not completed by the date of final completion set forth herein, then, in that event CONSULTANT shall be responsible to pay to City as liquidated damages the sum of \$250.00 per day for each day or portion of a day that the work remains uncompleted thereafter. The parties acknowledge that the City shall have the right to offset said liquidated damages as against any sums which might otherwise be due CONSULTANT under this Contract. The liquidated damages provided for herein shall not be in lieu of any other claims or damages which the City may otherwise be entitled to. The City shall make the final determination of whether CONSULTANT has completed its contract responsibilities.

SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION

A. PERFORMANCE.

The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services.

B. COMPENSATION.

CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses. All expenses for travel, meals and lodging are not eligible for compensation under any part of this CONTRACT.

D. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.
The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.
Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability:

CSL	\$1,000,000
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Excess Liability:

Umbrella Form - Each Occurrence	\$5,000,000
Umbrella Form - Aggregate	\$5,000,000
Self-Insured Retention	\$ 10,000

Professional liability:

Aggregate/Occurrence	\$1,000,000
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A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the Director of Community Development as evidence thereof naming the CITY as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

F. SUBCONTRACTING.
The CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the Director of Community Development.

SECTION VII - METHOD OF PAYMENT

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for

services required under this CONTRACT shall be paid as partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis, contingent upon each activity being reviewed for approval, and being approved for payment by the Director of Community Development, as stipulated in Section IV.

SECTION VIII - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-CONSULTANT and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

SECTION IX - REGULATIONS

- A. The CONSULTANT agrees to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.
- B. Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

SECTION X - TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONSULTANT under this CONTRACT shall, at the option of CITY, become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the

covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

SECTION XI - TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

SECTION XII - CHANGES

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or scope of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the CITY. Such change orders shall include appropriate time extensions when warranted.

SECTION XIII - ASSIGNABILITY

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION XIV - RECORDS

A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of seven (7) years after receipt of the final payment under this CONTRACT.

SECTION XV - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States or State of Wisconsin to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

SECTION XVI - CONFLICT OF INTEREST

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

SECTION XVII - DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

SECTION XVIII - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents including electronic files related to the work product of shall be delivered to and become the property of the CITY. These record drawings, reports, plans, etc., may be used without restriction by the CITY for any public purpose ~~and to implement construction and use of the project~~. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT, excepting for errors and omissions associated with the completed project services and documents performed under this CONTRACT.

SECTION XXII ESTIMATES

~~The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.~~

SECTION XIX DATA

The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including ~~maps, surveys, borings,~~ and other information required by the CONSULTANT and relating to their work.

SECTION XXI ACCURACY OF INFORMATION

The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information..

SECTION XXII OPEN RECORDS REQUIREMENTS

Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the

municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

SECTION XXIII ADDENDUM TO CITY OF NEW CONTRACTS

The Addendum attached as Exhibit B is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.
In the Presence of

Consultant

Title

Date

CITY OF NEW BERLIN

Mayor

Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

Treasurer/Comptroller

Date

Clerk

Date

Approved as to form this ____ day of

_____, 2020.

City Attorney

Date

EXHIBIT A

REQUEST FOR QUOTE FOR PROFESSIONAL SERVICES

EXHIBIT B

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds (see attached addendum).

EXHIBIT B
ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.
13. City contractors do hereby certify that they are not designated by the federal government as being precluded from engaging in federal contracts.
14. The City of New Berlin, its employees, officers, agents, contractors and assigns may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal, State or City contract or grant; a gross waste of Federal, State or City funds; an abuse of authority relating to Federal, State or Local Contractor Grant; a substantial and specific danger to public health, safety or welfare; or a violation of law, rule or regulation related to a Federal, State or City contract (including, but not limited to, the competition for or negotiation of a contract) or Grant. The entities to which disclosure of such information includes, but is not limited to the following entities:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A Court or Grand Jury;
 - g. A management official or other employee of the City;
 - h. A contractor of the City;
 - i. A subcontractor of the City, which has the responsibility to investigate, discover or address misconduct;
 - j. An official of the State of Wisconsin, or other employee, agent or contractor of the State who has the responsibility to investigate, discover or address misconduct.

This Policy shall be disclosed to all City officers, agents, contractors or assigns and shall be included as part of the City's Addendum for City contract.

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

A. PROPOSED PROJECTS

Project	
1.	Review and Update the City's Comprehensive Emergency Management Plan (CEMP).
2.	Develop City and Department Continuity of Operations Plan (COOP).

B. COST

Project	Cost
CEMP	\$10,000
COOP	\$10,000
Total	\$20,000*
Optional: onsite work session	\$2,500
Total	\$22,500**

* Note: this is a fixed price inclusive of all direct costs without onsite work session.

**Fixed price with onsite work session.

Payment Schedule

When Payment Due	Percentage (%) of Total Payment Due	Amount Due
CEMP: completion of first draft	50	\$5,000
CEMP: completion of plan	50	\$5,000
COOP: completion of first draft	50	\$5,000
COOP: completion of plan	50	\$5,000

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

C. TIMELINES (flexible)

EM = Emergency Manager (City)

AHC = All Hands Consulting (or ERI)

Notes:

1. The following timeline is tentative and will be adjusted as needed during a project kick-off meeting and adjusted on-going as needed.
2. Due to the complexity of a COOP plan our experience is that timelines will slip due to departments unable to meet deadlines, inability to answer COOP questions in a timely manner, or cannot get 'their minds around what COOP is'.
3. AHC has developed an easy to follow 'fill in the blanks' COOP instructional workbook for use at a department level. The completed workbooks are used to populate a department COOP plan and procedures.
4. Department COOPs are attached to the City's COOP Basic Plan.
5. Previous work for the counties/cities in your region has been through my company (ERI International). I do not carry 'professional liability insurance' and should this be a requirement, the contract would need to be with All Hands Consulting (I am a partner).

CEMP		
Milestones	Tasks	Target Due Date
1. Obtain background information from the City.	• Review existing plan(s), procedures, and relevant written materials and agree on which portions of the existing plan(s) are relevant. • Review, research legal planning requirements and basis. • Review all relevant laws, policies, guidelines to ensure plan compatibility and compliance. • Determine relevance of state planning guidance. • Continued phone and Email dialogue between	Within 30 days after signed contract

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

	City EM and AHC.	
2. Analyze current situation.	- Gain an understanding of how City is organized, and how it intends to function during emergency and disaster conditions. - Continued phone and Email dialogue between City EM and AHC.	Within 30 days after signed contract
3. Identify hazards.	- Obtain existing community Hazard Vulnerability Assessments (HVAs) to obtain knowledge of hazards facing the region, county, and the City. Summarize this information for inclusion in the Basic Plan. - Determine and agree on best approach to integrate specific hazards concerns. - Continued phone and Email dialogue between City EM and AHC.	Within 30 days after signed contract
4. Determine City's "Concept of Operations" to include:	- Use of ICS and EOC (ICS/EOC interface). - Relationship of City's emergency management program to higher levels of government, i.e. city to county; county to state. - What emergency functions are performed by each City departments, agencies, organizations. - Levels of emergency. - Continued phone and Email dialogue between City EM and AHC.	Within 30 days after signed contract
5. Determine CEMP structure, format, content.	NOTE: The County's CEMP will be utilized as the template for the City's CEMP. Using the County CEMP we will: - Develop CEMP outline (table of contents). - Establish outline and format of Basic Plan. - Develop schedule of ESFs. - Establish common outline, format, content for ESFs. - Determine and agree on best approach to including special functions and hazards of local concern. - Determine which "special subjects" will be appended to the CEMP. Develop list. - Determine schedule of diagrams, charts, maps. - Continued phone and Email dialogue between City EM and AHC.	Within 45 days after signed contract
6. Develop an ESF "primary / support"	- Identify and list the plan participants (potential resource providers). - Develop a matrix that will be used to identify	Within 90 days after

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

responsibility matrix.	and assess participation of the various agencies involved. (CEMP participants listed on one axis, and the schedule of ESFs listed on the other axis.) • Fill in matrix. For each ESF indicate which agency will have the lead role (primary) and which agencies will be in a supporting role.	signed contract
7. Design EOC organization chart (basis for the City's incident management system).	• Determine the EOC functions. • Determine the sections, branches, units, and assign appropriate departments and ESFs to each. • Summarize and include details in CEMP Basic Plan. • Continued phone and Email dialogue between City EM and AHC.	Within 45 days after signed contract
8. Establish computer protocols i.e. central control, back-up system, etc.	• Set up files for the various CEMP parts/sections on computer. • Continued phone and Email dialogue between City EM and AHC.	Within 30 days after signed contract
9. Begin writing plan.	• Continued phone and Email dialogue between City EM and AHC.	Within 45 days after signed contract
10. Produce a first draft of the CEMP.	• Determine what information, content is missing. • Include first draft of charts, diagrams, other display items. • Submit to City emergency management staff for comment. • Continued phone and Email dialogue between City EM and AHC.	TBD
11. Produce a second draft of the CEMP from comments received on first draft and submit to City	• Review and suggest changes to drafts (EM and Stakeholders). • Continued phone and Email dialogue between City EM and AHC.	TBD

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

emergency management staff for comment.		
12. Prepare final draft of the making appropriate changes as per comments received from City emergency management staff for comment.	Review and suggest changes to final drafts (EM and Stakeholders).	TBD
13. Produce and submit final electronic copies of plan both in "word" and "pdf".		TBD

COOP		
Milestones	Tasks	Target Due Date
1. COOP Workbook Developed.	- Departments briefed on the COOP workbook. - Department COOP workbooks distributed via email in a word file format. - Departments are tasked to complete the workbooks. - Provide examples and assistance as requested. - Continued phone and Email dialogue between City EM and AHC.	Within 45 days after signed contract
2. Develop a COOP First Draft for Each Department	- Receive Department COOP workbooks. - Develop a first draft COOP plan for each Department based on workbooks. - Set up files for the various CEMP parts/sections on computer.	Within 75 days after signed contract

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

	• Reach out to Departments for missing information or clarifications (EMC). • Develop first draft of the City COOP Basic Plan. • Continued phone and Email dialogue between City EM and AHC.	
3. First Draft Review by Departments	• EM distributes first draft COOP plan to Departments with review instructions. Give Departments one week to review and provide comments on the documents. • Respond to comments and questions from Departments on the first drafts, if any (EM and AHC). • EM comments on first draft of City COOP Basic Plan. • Continued phone and Email dialogue between City EM and AHC.	Within 105 days after signed contract
4. Develop Second COOP Draft for Each Department	• Develop second drafts. • Reach out to Departments for missing information or clarifications. • Develop second draft of the City COOP Basic Plan. • Continued phone and Email dialogue between City EM and AHC.	Within 140 days after signed contract
5. Deliver Final COOPs.	• Copies of plans both in "word" and "pdf".	Within 180 days after signed contract

AMENDMENT to our proposed scope of work to develop the City's Comprehensive Emergency Management Plan (CEMP) and develop a City COOP.

In the development the City's CEMP we will ensure parity with the County's CEMP. This will include ensuring the City's concept of operations and schedule of emergency support functions is in sync the County's operations and functions.

Project Timeline and Cost

Technical Assistance to the New Berlin, WI, Emergency Management Program)

We will follow the same methodologies and process to accomplish this as we used in developing the City of Waukesha's CEMP, to include coordinating with the Waukesha Office of Emergency Management.

RESOLUTION NUMBER 22-07

**A RESOLUTION CHANGING ALDERMANIC DISTRICT # 1
POLLING PLACE FROM NEW BERLIN GOLF COURSE- CLUBHOUSE TO
NEW BERLIN HICKORY GROVE- 2600 S SUNNY SLOPE RD.**

WHEREAS, pursuant to Section 5.25 (3) polling places shall be established for each election at least 30 days before the election, and;

WHEREAS, currently wards 1, 2, and 3 within the City of New Berlin vote at New Berlin Hills Golf Course, and;

WHEREAS, New Berlin Hills has numerous concerns including, ADA Compliance and limited Parking, and;

WHEREAS, Hickory Grove is located in District 1 and; there is no other building in or near this district that will accommodate voters and Election Day activities the way this building can and;

WHEREAS, Hickory Grove is a city-owned building making it easier to utilize when needed.

NOW, THEREFORE, BE IT RESOLVED, that the polling place for District 1 which encompasses Wards 1, 2 and 3 be located at New Berlin Hickory Grove - 2600 S. Sunny Slope Rd. New Berlin WI 53151 beginning with the August 9, 2022 Partisan Primary.

BE IT FURTHER RESOLVED, the City Clerk is directed to notify voters by mailing a notice to each voter on the voter registration list for the named district and wards

Passed and adopted by the Common Council this 10th day of May 2022.

APPROVED:

David Ament, Mayor

Countersigned/Certified:

Rubina R. Medina, City Clerk