



Committee of the Whole MEETING AGENDA

May 14, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published 5/10/2024

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. Discussion and recommendation to Common Council approval of April 23, 2024, Committee of the Whole Meeting Minutes
4. **UTILITY & FINANCE**
 - A. Discussion and recommendation to Common Council approval of the May 15th, 2024, Water Utility claims in the amount of \$160,942.79, Sewer Utility claims in the amount of \$14,490.99, and General City claims in the amount of \$1,781,072.45. Tax overpayment checks totaling \$4,123.52 were also generated. US Bank EFT of \$31,728.90 and We Energies EFT of \$71,558.38
5. **LICENSES & PERMITS**
 - A. Discussion and recommendation to Common Council approval of a new "Class B" Liquor License to Brunchberry, located at 4900 S. Moorland Road, for the license year ending June 30th, 2024, per the application on file and subject to meeting all requirements
 - B. Discussion and recommendation to Common Council approval of the renewal alcohol license applications for the licensing year of July 1st, 2024, to June 30, 2025, per the attached list as presented and subject to meeting all requirements
 - C. Discussion and recommendation to Common Council approval of an Extension of Premise application received from agent Michael Teipner for The Varsity Club for the 20th Anniversary Celebration to be held on May 24th - 26th from 2 pm to 11 pm per the attached application and subject to meeting all requirements
 - D. Discussion and recommendation to Common Council approval of an Extension of Premise application received from Mary Pakula of Mary's Caddyshack for ShackFest to be held on June 29th from 1 pm to 8:30 pm per the application on file and subject to meeting all requirements
6. **MISCELLANEOUS**
 - A. Election of Council President
 - B. Discussion and recommendation to Common Council approval of Justin Schulpus as the Fire Department representative on the Safety Commission
 - C. Discussion and possible action to recommend to Common Council approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, Licenses and Permits
 - D. Discussion and possible action to recommend to Common Council approval of Ordinance 2693 to amend Chapter 230 of the Municipal Code, Streets and Sidewalks
 - E. Discussion and recommendation to Common Council approval of Resolution No. 2024-09, a Resolution transferring funds from contingency to the Human Resources Department Budget to contract a salary study
 - F. Discussion and recommendation to Common Council to approve entering into an agreement with GovInvest to conduct a classification and compensation review
7. **ADJOURN**

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlinWI.gov*
- *The minutes are published online and are approved at the next regularly scheduled meeting.*
- *Action may be taken on any of the agenda items and the agenda may be discussed in any order.*
- *You may email comments to the City Clerk at CitizenComments@NewBerlinWI.gov. The comments will be forwarded to the mayor and governing body members. The emailed comments are not read during the meeting.*
- *The City of New Berlin is committed to hosting inclusive, accessible meetings. We strive to enable all individuals, regardless of their abilities, to engage and participate fully. If you have a qualifying disability under the Americans with Disabilities Act that requires the meeting to be accessible, please contact the Office of the City Clerk at (262) 786-8610 or via email at ClerksOffice@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. We will make every effort to accommodate your needs through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other municipal governmental bodies may attend the above-stated meeting to gather information; any governmental body will take no action at the above-stated meeting other than the governmental body specifically referred to in the above meeting notice.*



Committee of the Whole MEETING MINUTES

April 23, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next 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 Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Kroupa, Alderperson Horbinski, Alderperson La Fever

Staff Present: City Attorney Mark Blum, Fire Chief Polzin, City Clerk Rubina R. Medina

The City Clerk stated that a quorum was established, and the meeting was properly noticed.

3. APPROVAL OF MINUTES

A. April 9, 2024, Committee of the Whole Minutes

MOTION: Motion to approve

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

4. UTILITY & FINANCE

A. Discussion and possible action to approve the April 24th Water Utility claims for \$319,577.80, Sewer Utility claims in the amount of \$15,714.81 and General City claims for \$595,023.08. US Bank Visa EFT of \$32,008.81.

MOTION: Motion to approve

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

5. MISCELLANEOUS

A. Fire Department Update by Fire Chief Polzin

Fire Chief Pozlin provided an update to the Council. The presentation is attached to the agenda packet.

B. 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

Alderman Harenda nominated Ald. Stribl to the Plan Commission, and Ald. Horbinski seconded the nomination.

MOTION: Motion to close nominations

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

MOTION: Motion to approve the appointment of Ald. Stribl to the Plan Commission

VOTE: Motion by: Kroupa
Second by: Hopkins
Motion 7-0

- C.** Discussion and possible action on whether to allow Class B and Class C establishments in the City of New Berlin to remain open until 4 am during the Republican National Convention (RNC) from July 15th-18th, 2024 established by the 2023 Wisconsin Act 73. Alternatively, the City Council may choose to "opt-out" of the extended hours and maintain existing closing hours by adopting Ordinance No. 2691, as required in Act 73, Part 64 (c)(3)

Ald. Hopkins emphasized the significance of the memo attached to the agenda packet by Police Chief Hingiss, who advocated opting out and adopting Ordinance No. 2691.

MOTION: Motion to opt out of the extended hours and adopt Ordinance No. 2691

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

City Clerk Rubina R. Medina stated that all Class B and Class C establishments would receive communication notifying them of the Council's decision and Ordinance No. 2691.

- D.** Discussion and possible action to approve a contract for \$87,151.16 with Trees On The Move for landscape materials and installation at the New Berlin Activity and Recreation Center.

MOTION: Motion to approve

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

6. ADJOURN

MOTION: Motion to adjourn at 6:27 pm

VOTE: Motion by: Kroupa
Second by: La Fever
Motion 7-0

Respectfully Submitted by:
Rubina R. Medina, New Berlin City Clerk

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period May - June 2024	

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

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

Fees	
License Fees	\$ 77.05
Background Check Fee	\$
Publication Fee	\$ 35.00
Total Fees	\$ 112.05

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Elvis of New Berlin LLC			PAID APR 23 2024 Treasurer - City of New Berlin	
2. Business Trade Name or DBA Brunchberry				
3. FEIN 93-1530500		4. Wisconsin Seller's Permit Number 456-1031520878-04		
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization				
6. State of Organization Wisconsin		7. Date of Organization 05/24/23		8. Wisconsin DFI Registration Number E 063604
9. Premises Address 4900 S Moorland Road				
10. City New Berlin			11. State WI	12. Zip Code 53151
13. County Waukesha		14. Governing Municipality: ☒ City, ☐ Town ☐ Village of: New Berlin		15. Aldermanic District 4
16. Premises Phone 715-551-1020		17. Premises Email tonysabani@brunchberry.us		18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Storage: bar cooler; bar fridges; bar area sold; consumed; served; bar area; dining area; 3-season patio area				
20. Mailing Address (if different from premises address)				
21. City			22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

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

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

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

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

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

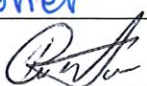
Last Name	First Name	Title	Phone
Sabani	Driton	Owner	715-551-1020
Sabani	Elfisa	Owner	715-551-3859

Part D: Attestation

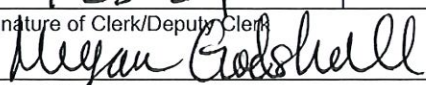
One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

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

Last Name Sabani		First Name Driton		M.I.
Title Owner		Email tonysabani@brunchberry.us		Phone 715-551-1020
Signature 			Date	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 4-23-24	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk 		Date Provisional License Issued (if applicable)	

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

- ☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

ELVIS of New Berlin LLC

2. Business Trade Name or DBA

Brunchberry

3. Entity Type (check one)

- ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

SABANI

2. First Name

Driton

3. M.I.

4. Email

tonysabani@brunchberry.us

5. Phone

715-551-1020

6. Home Address

559 W 29822 Preserve Ct

7. City

Waukesha WI

8. State

WI

9. Zip Code

53189

10. Age

47

11. Drivers License/State ID Number

S150-2607-7168-02

12. Drivers License/State ID State of Issuance

Wisconsin

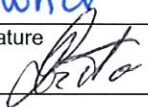
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

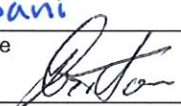
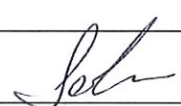
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Sabani		First Name Driton		M.I.
Title Owner	Email tonysabani@brunchberry.us		Phone 715-551-1020	
Signature  			Date 04/23/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Sabani		First Name Driton		M.I.
Signature  			Date 4/23/24	

"Class B" - Combo

Customer: Asia Restaurant, Inc.

16150 W. National Ave.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Kari A. Moy

Trade: Asia Restaurant

16150 W. National Ave.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: RESTAURANT, BAR & PATIO

Customer: Big Tuna Inc.

3624 S Moorland Rd

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Yong Cheng Jiang

Trade: Big Tuna Japanese Restaurant

3624 S. Moorland Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: COOLER, CABINET, ENTIRE RESTAURANT AREA

"Class A" Retail - Combo

Customer: Clark National Inc.

15815 W. National Ave

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Jaffer Bhimani

Trade: BP Kwik Stop

15815 W National Ave.

New Berlin, WI 53151

Location: Premise Description: Gas station with beer, wine and liquor. Coolers inside establishment.

"Class B" - Combo

Customer: China Dragon LLC

15820 W. National Ave.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Xiao H. Huang

Trade: China Dragon Restaurant

15820 W. National Ave.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: SALES OF ALCOHOLIC BEVERAGES ARE DONE IN A) THE MAIN DINING ROOM B) THE BACK FUNCTION/DINING ROOM AND C) THE SEPARATE BAR AREA BETWEEN THE TWO ROOMS

Customer: Chris Burr Inc

3612 S. Moorland Rd.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Christopher S. Burr

Trade: Chumley's Pub

3612 S. Moorland Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ALCOHOL IS STORED IN LOCKED CABINET BEHIND BAR AND IN BEER COOLER IN BACK. CONSUMED AT BAR AND AT TABLES THROUGHOUT THE BAR.

Customer: Cocina Real Inc.

15366 W. Beloit Rd.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Rafael Escamilla

Trade: Cocina Real

15366 W. Beloit Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: RESTAURANT SERVICE AREAS, BAR & PATIO AREA. OFFICE & BAR AREA STORAGE.

"Class A" Retail - Combo

Customer: Costco Wholesale Corporation

PO Box 35005

Seattle, WA 98124

From: 7/01/2024 To: 6/30/2025

Agent: John Checa

Trade: Costco Wholesale #1212

15300 W. Grange Avenue

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ONE STORY 155,488 SQ FT BUILDING LOCATED IN THE CITY OF NEW BERLIN. PRODUCT RECEIVED THROUGH RECEIVING DOCK. PRODUCT STOCKED WITHIN 24 HRS OF RECEIVING AND MERCHANDISED WITHIN THE PERIMETERS OF THE RETAIL BUILDING. RECORDS ARE ELECTRONICALLY STORED IN RECEIVING & OFFICE AREAS.

Class "B" - Beer

Customer: Ethic Indoor, LLC

5330 S. Racine Ave

New Berlin, WI 53146

From: 7/01/2024 To: 6/30/2025

Agent: Brad Henes

Trade: Ethic Indoor

5330 S. Racine Ave.

New Berlin, WI 53146

Location: Premise Description: Indoor Sports Facility will have operating cafe on the premise where there will be beer served and sold.

"Class A" Retail - Combo

Customer: Ruchika Enterprise LLC

13996 W National Ave

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Sangita Wagle

Trade: Hometown New Berlin

13996 W. National Ave

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: STORED IN COOLERS BEHIND THE COUNTER AND WALK-IN COOLER ON SALES FLOOR. SOLD FROM BEHIND COUNTER COOLERS AND WALK-IN COOLER.

RESERVE "Class B" - Combo

Customer: FPG Krause, LLC

12401 W National Ave.

New Berlin, WI 53151

From: 7/01/2024 To: 6/29/2025

Agent: Mark J. Krause

Trade: Krause Food Service

12401 W. National Ave.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: THE SERVICE OF ALCOHOLIC BEVERAGES WILL TAKE PLACE IN THE LOWER LEVEL OF THE FACILITY. THIS INCLUDES TWO DINING AREAS (LOWER LOUNGE & DINING ROOM). THIS PREMISES IS ONLY THESE LOCATIONS AND DOES NOT INCLUDE THE ENTIRE FACILITY. STORAGE WILL BE IN A LOCKED LIQUOR CABINET AREA IN THE LOWER LEVEL.

"Class A" Retail - Combo

Customer: Kwik Trip, Inc.

P.O. Box 2107

La Crosse, WI 54602

From: 7/01/2024 To: 6/30/2025

Agent: Melanie D. Sternig

Trade: Kwik Trip #499

15700 W. Small Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN LOCKABLE WALK-IN COOLER, ON SALES FLOOR, BEHIND SALES COUNTER.

Customer: Kwik Trip, Inc.

P.O. Box 2107

La Crosse, WI 54602

From: 7/01/2024 To: 6/30/2025

Agent: Samuel T. McCormick

Trade: Kwik Trip #534

13975 W Cleveland Ave

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN COOLERS, ON SALES FLOOR AND BEHIND SALES COUNTER

Customer:Kwik Trip, Inc.

P.O. Box 2107

La Crosse, WI 54602

From: 7/01/2024 To: 6/30/2025

Agent: Matthew L. Jones

Trade: Kwik Trip #971

2101 S Moorland Rd

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ONE-STORY FRAME WITH STORAGE IN WALK-IN COOLER, ON SALES FLOOR AND BEHIND THE SALES COUNTER.

Customer:Kwik Trip, Inc.

P.O. Box 2107

La Crosse, WI 54602

From: 7/01/2024 To: 6/30/2025

Agent: Mario F. Baregi

Trade: Kwik Trip #977

15075 W National Ave

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN WALK-IN COOLER, ON SALES FLOOR, BEHIND SALES COUNTER.

"Class B" - Combo

Customer:Lagniappe Brasserie LLC

17001 W. Greenfield Ave.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Andrew P. Tenaglia

Trade: Lagniappe Brasserie

17001 W. Greenfield Ave.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: STORED IN LOCKED STOREROOM. SERVED AND CONSUMED AT BAR, IN DINING ROOM AND OUTSIDE PATIO.

Customer:Mary's Caddyshack, LLC.

1959 S 124th St.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Mary Pakula

Trade: Mary's Caddyshack

1959 S 124th Street

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: ALCOHOL SOLD FROM SPEED RAILS BEHIND BAR AND STORED IN ENCLOSED ROOM IN BASEMENT. BEER IS SOLD FROM COOLERS BEHIND BAR AND STORED IN WALK-IN COOLER AND ON SHELVES IN BASEMENT. BEER IS SERVED FROM COOLERS BEHIND BAR.

Class "B" - Beer

Customer:MC Improvements

11409 W. Janet Ct. Franklin, WI 53132
From: 7/01/2024 To: 6/30/2025

Agent: Kim M. Cook

Trade: New Berlin Sports Park
17980 W. Beloit Rd. New Berlin, WI 53151

Location: PREMISE DESCRIPTION: CONCESSION STAND AND PICNIC TABLES AT CONCESSION STAND, WALK-IN COOLER, AND SEATING AREA/BLEACHERS OF BALL FIELDS AND ALONG BALL FIELD FENCE LINES. SEASONAL APRIL-OCTOBER

Customer:Moorland Road Golf Center LLC

5900 S. Moorland Rd. New Berlin, WI 53151
From: 7/01/2024 To: 6/30/2025

Agent: Michael J. Vance

Trade: Moorland Road Golf Center
5900 S. Moorland Rd. New Berlin, WI 53151

Location: PREMISE DESCRIPTION: BEVERAGES ARE ONLY SOLD WITHIN THE CLUBHOUSE AND SKYBOX ON OUR PROPERTY. EVERYTHING IS STORED EITHER WITHIN OUR FRONT BEVERAGE COOLER OR OUR STOCK ROOM IN THE BACK OF THE CLUBHOUSE.

"Class A" Retail - Combo

Customer:Dharani, Inc.

1410 S. Calhoun Rd. New Berlin, WI 53151
From: 7/01/2024 To: 6/30/2025

Agent: Murad M. Ali

Trade: My Pantry
1410 S. Calhoun Rd. New Berlin, WI 53151

Location: PREMISE DESCRIPTION: SOLD STORED IN COOLER

"Class B" - Combo

Customer:Bluemound Lanes, Inc.

129335 W. Bluemound Rd. Brookfield, WI 53005
From: 7/01/2024 To: 6/30/2025

Agent: Tracy J. Posnanski

Trade: New Berlin Ale House
16000 W. Cleveland Ave. New Berlin, WI 53151

Location: PREMISE DESCRIPTION: BAR ROOMS, CONCOURSE, BOWLING HALL, BASEMENT, COOLERS, OFFICE

Customer:Green Golf Management, LLC

1001 Cartersburg Rd.

Danville, IN 46122

From: 7/01/2024 To: 6/30/2025

Agent: Matthew Tausig

Trade: New Berlin Hills Golf Course

13175 W. Graham St.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: GOLF COURSE, CLUBHOUSE, PATIO, BAR AND BANQUET ROOM (SOLD, SERVED & CONSUMED), STORED IN COOLERS, KITCHEN AND BAR

Customer:Penny L. Burk

13500 W. Honey Ln

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Penny L. Burk

Trade: Nickels Pub

13915 W. Greenfield Ave.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: BLOCK BUILDING, STORAGE IN BACK, BAR FRONT

Class "B" - Beer

Customer:Ojibwa Bowhunters Of Milwaukee

P.O. Box 511306

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Rodd M. Szmania

Trade: Ojibwa Bowhunters Of Milwaukee

P.O. Box 511306

New Berlin, WI 53151

Location: Club house & Pavillion

"Class B" - Combo

Customer:Princeton Club Of New Berlin LLC

14999 W. Beloit Rd.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Renee M. Warzon

Trade: Princeton Club

14999 W. Beloit Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: BAR AREA, OUTDOOR POOL DECK, STORAGE ROOM

"Class A" Retail - Combo

Customer:PRP Wine International, Inc.

2700 S. 163rd Street
From: 7/01/2024 To: 6/30/2025

New Berlin, WI 53151

Agent: Arthur C. Holdmann

Trade: PRP Wine International

2700 S. 163rd St. New Berlin, WI 53151

Location: PREMISE DESCRIPTION: PREMISES DIVIDED BETWEEN SALES OFFICE (FRONT OF BUILDING) AND WAREHOUSE SPACE. PRODUCT IS STORED PERMANATELY IN WAREHOUSE SPACE, SOME MAY BE STORED ON TEMPORARY BASIS IN OFFICE SPACE.

Customer:Quickmart LLC

9879 W. St. Stephan's Drive
From: 7/01/2024 To: 6/30/2025

Franklin, WI 53132

Agent: Satinder K. Dhillon

Trade: Quickmart

19400 W. College Ave New Berlin, WI 53146

Location: PREMISE DESCRIPTION: FRONT COUNTER, SOUTHWEST CORNER ALONG WEST WALL, AND WALK IN COOLER

"Class B" - Combo

Customer:Rainbow Restaurant, Inc.

6290 S. Martin Rd.
From: 7/01/2024 To: 6/30/2025

New Berlin, WI 53146

Agent: Jean-Jacques Witczak

Trade: Rainbow Restaurant

6290 S. Martin Rd. New Berlin, WI 53146

Location: PREMISE DESCRIPTION: DINING ROOM, COUNTER, PATIO, STORED IN BACK ROOM OF KITCHEN

"Class A" Retail - Combo

Customer:Sendik's New Berlin LLC

7225 W. Marcia Road
From: 7/01/2024 To: 6/30/2025

Milwaukee, WI 53223

Agent: Theodore T. Balistreri

Trade: Sendik's Food Market

3600 S. Moorland Rd. New Berlin, WI 53151

Location: PREMISE DESCRIPTION: SOLD ON SALES FLOOR, STORED IN SECURE AREA. BROUGHT TO DESIGNATED PARKING STALLS FOR PICKUP

Customer: Target Corporation

P.O. Box 9471, CC-1028

Minneapolis, MN 55440

From: 7/01/2024 To: 6/30/2025

Agent: Jeffrey Bolden

Trade: Target Store T-1311

4798 S. Moorland Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION:

ONE STORY BUILDING; STORED IN GROCERY DEPARTMENT AISLES AND COOLERS; SOLD AT FRONT CHECKLANES AND DEDICATED CURBSIDE PICKUP PARKING SPACES IN FRONT OF LOT.

RESERVE "Class B" - Combo

Customer: Texas Roadhouse, Inc./Texas Roadhouse Holdings LLC

6040 Dutchmans Ln.

Louisville, KY 40205

From: 7/01/2024 To: 6/29/2025

Agent: Stephanie Schubring

Trade: Texas Roadhouse

15425 W. Rock Ridge Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: 6,923 SF SINGLE STORY BUILDING WITH RESTAURANT AND BAR

"Class B" - Combo

Customer: The 19th Hole Country Club LLC

3762 Maplewood Ct.

Hubertus, WI 53033

From: 7/01/2024 To: 6/30/2025

Agent: Susan J. Pirlot

Trade: The 19th Hole Country Club

1525 S. 124th St.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: Main bar and back storage room including basement. Premise description also includes an area in the establishment parking lot for a golf league which occurs every Wednesday from 6pm to 10pm from July 2024 to September 2024 and May 2025 until the expiration of said license.

Customer: Blue Moon Enterprises LLC

12400 W. Beloit Rd.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Michael J. Teipner

Trade: The Varsity Club

12400 W. Beloit Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: MAIN BAR AND DINNING AREA, FRONT PORCH PICNIC TABLES, LIQUOR STORE ROOM.

Customer:Veterans Of Foreign Wars Post 5716

17980 W. Beloit Rd.

New Berlin, WI 53146

From: 7/01/2024 To: 6/30/2025

Agent: David M. Chappell

Trade: Hoeppner Horn Bros VFW Post 5716

17980 W. Beloit Rd.

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: SOLD, SERVED, CONSUMED AND STORED IN TWO BANQUET HALLS (ONE ON MAIN LEVEL, ONE DOWNSTAIRS), AND TAVERN ON MAIN LEVEL. CONSUMED ON DESIGNATED PATIO AREA. BEER STORED IN COOLER ON MAIN LEVEL AND ALCOHOL STORED IN CABINETS ON MAIN LEVEL.

"Class A" Retail - Combo

Customer:Wal-Mart Stores East LP

702 SW 8th St.

Bentonville, AR 727160500

From: 7/01/2024 To: 6/30/2025

Agent: Michelle Michek

Trade: Walmart #5438

15205 W Greenfield Ave

New Berlin, WI 53151

Location: PREMISE DESCRIPTION: One-room, one-story building approximately 152,298 square feet including stalls in parking lot specifically designated for online grocery pickup and Grab n Go area of store. Product is located in coolers and on shelves in Grocery Department and displayed in seasonal aisles. Overstock product is located in Receiving area.

Customer:Durbin Petroleum LLC

15551 W Cleveland Ave

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Harjeet Walia

Trade: Welcome Mart

15551 W. Cleveland Ave

New Berlin, WI 53151

Location: Inside cooler & shelves and storage in basement.

Customer:Welcome East Side LLC

17200 W Cleveland Ave.

New Berlin, WI 53146

From: 7/01/2024 To: 6/30/2025

Agent: Harjeet Walia

Trade: Welcome Mart

17200 W. Cleveland Ave.

New Berlin, WI 53146

Location: PREMISE DESCRIPTION: INSIDE CONVENIENCE STORE & STORAGE

Customer:Wines For Humanity LLC

2702 S. 163rd St.

New Berlin, WI 53151

From: 7/01/2024 To: 6/30/2025

Agent: Arthur C. Holdmann

Trade: Wines For Humanity

2702 S 163rd St.

New Berlin, WI 53151

Location: PREMISES DESCRIPTION: STORAGE AREA FOR WINES, FACILITIES FOR PACKAGING, ONE STORY,
DIVIDED,

Fee: \$50

(Office use) License #: _____

City of New Berlin



City of New Berlin
Clerk's Office/Community Relations Dept.
3805 South Casper Drive
New Berlin, WI 53151-0921
262-786-8610

**CITY OF NEW BERLIN
EXTENSION OF PREMISE APPLICATION**

1. First name: MICHAEL Last name: TERPNER Middle initial: J
2. Phone number: (414) 339-5952 E-mail: VARSEY SERVICES@GMAIL.COM
3. Business name: THE VARSITY CLUB
4. Business address: 12400 W. BELoit RD
5. License number for which you wish to temporarily extend premise: 2023-4
6. Name of event or function for which the temporary extension is sought: 20th ANNIVERSARY PARTY MAY 24, 25 & 26 2024
7. Date(s) and time frame of event(s) for which the temporary extension is sought (All Temporarily Extensions are required to be approved by the Common Council of the City of New Berlin. Applications must be completed in its entirety and to the Clerk's office 15 days before the event.): MAY 24, 25 & 26 2024 3pm - 11pm DAILY
8. Specific description of the site for which the temporary extension is sought, including dimensions of the area and where beer/liquor is to be served from: ENTIRE PARKING LOT AREA NORTH OF BUILDING 12400 W. BELoit RD.
9. List the location of all exits: MAIN GATE BUILDING SIDE NORTH CORNER OF BUILDING, CAN GET OUT ALL SIDES OF PARKING LOT EMERGENCY EXITS.
10. How will licensed premise area be restricted and screened for underage people? ALL PEOPLE WILL SHOW I.D. GATE ENTRANCE w/ SECURITY STAFF.
11. Have you obtained liability coverage for the event 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 ☐

Attach a copy of policy endorsement along with application

12. Will the event encroach upon any public property or public right-of-way? Yes ☐

No ☒

13. Have you obtained a use approval for the special event from the Planning Department?

Yes ☒

No ☐

Must include proof of approval with application

14. Application must be accompanied by a diagram that outlines where extension will be located in reference to currently licensed premise, service area, exits and any fences or barricades that will be utilized during special event.

15. All Temporarily Extensions are required to be approved by the Common Council of the City of New Berlin. Applications must be completed in its entirety and to the Clerk's office 15 days before the event.

To the Common Council of the City of New Berlin, Wisconsin:

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 be 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.

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6th DAY OF May, 20 24

Sarah Holtz
(Clerk/Notary Public)

My commission expires: 02/06/27

[Signature]
(Officer of Corporation Member Manager of LLC/Partner Individual)

[Signature]
(Officer of Corporation Member Manager of LLC/Partner Individual)

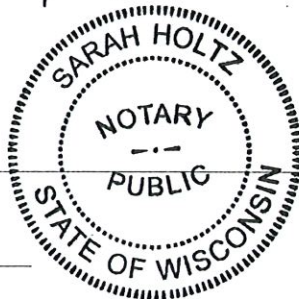
[Signature]
(Officer of Corporation Member Manager of LLC/Partner Individual)

(If owner of property is different from licensee, owner of property must also sign.)

Office use only

Date received: _____

Notes (past citations, complaints, etc.):





3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 786-8610
Fax: (262) 786-6121

City of New Berlin Special Event Permit Application

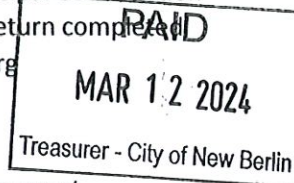
Instructions: Please read the "Special Event Permit Manual" and Municipal Code section 152-23 regarding Special Events before completing this application. Return completed application to the City Clerk's Office. Email: clerksoffice@newberlin.org

Notes:

Application Due:

Class I Permit: 90 days prior to event

Class II Permit: 45 days prior to event



I. ORGANIZATION INFORMATION

Name of Organization The Varsity Club			
Street Address 12400 W BEVOIT RD	City New Berlin	State WI	Zip 53151
Phone Number (414) 339-5952	Are you a 501(c)3 Organization? Circle One Yes ☐ No ☒		
Event Contact Person (First & Last Name) MICHAEL TEIPNER (OWNER)			
Address 4450 S DELPHINE DR	City New Berlin	State WI	Zip 53151

II. EVENT INFORMATION

Name of Event 20th ANNIVERSARY PARTY	Date(s) of Event May 24, 25, 26 (2024)
Event Start Time 2pm DAILY	Event End Time 11:00 pm DAILY
Location of Event 12400 W. BEVOIT RD New Berlin	
a. Will your event take place in a residential neighborhood? If yes, you will be required to notify all adjacent property owners when the event will occur. Circle One Yes ☐ No ☒ Will Contact Neighbors	
b. You must attach a detailed map/sketch of your event indicating the specific location, layout of your event, the direction of the route, including all turns and number of traffic lanes/right of ways to be used. *If you are using a City Park or a room in the Community Center, you must reserve these through the Recreation Department prior to getting your special event permit approved by the Parks Buildings Grounds Commission/Plan Commission. Call 262-797-2443 for more information on reserving a City Park or Community Center room.	
c. Describe your event and its purpose 20th ANNIVERSARY CELEBRATION MUSIC, FOOD	
d. Based on the class definitions found on page 1 in the manual, what class is your event? Circle One	Class I ☐ Class II ☒
Estimated Number of Participants (500)	Spectators (500)
Vendors Business Workers (20)	

III. LICENSE AND PERMIT REQUIREMENTS (Circle One)

a. Will there be alcohol sold at your event (or served at an event open to the public)?	☒ Yes	☐ No
b. Will you be selling Merchandise?	☒ Yes	☐ No
c. Will you be selling/serving food?	☒ Yes	☐ No
d. Does the event involve amplified music or entertainment?	☒ Yes	☐ No
If yes, will the amplified music be a (Circle all that apply)		
☒ Band		☐ DJ
Hours of amplified music: 4 pm - 10 pm		
e. Will your event involve fireworks?	☐ Yes	☒ No

IV. CITY STAFF AND RESOURCES

a. Will you be requiring the use of public streets or right-of-ways? If yes, you will need to provide a plan for the proposed street or right of way locations for the Police Department to review to determine the impact on traffic and if barricades and or signage will be required. Circle One	☐ Yes	☒ No
b. Will you be providing parking for participants? Circle One	☒ Yes	☐ No
If yes, where will parking be available? STREETS, LOTS & NEIGHBORS YARDS		
c. Will your event require electricity and or extra lighting? If yes, the Building Inspection Department will need to inspect prior to the event. Circle One	☐ Yes	☒ No
d. Will you be erecting any tents, canopies or other temporary structures?	☒ Yes	☐ No
e. Will your event require any temporary fencing? If yes, please provide plans for the fencing location. Circle One	☒ Yes	☐ No
f. Will you provide a dumpster/clean-up services	☒ Yes	☐ No
If yes, please describe your clean-up and refuse collection plan. Will inspect ALL AREAS OVER AND AROUND WILL CLEAN BETTER THAN BEFORE EVENT		
g. Will your event require portable restrooms and hand wash stations? Circle one	☒ Yes	☐ No
If yes, how many will be needed/provided and where will they be located? Describe your sanitation and waste management plan. (4) PORTO POTTY (1) SINK UNIT		
What other assistance do you foresee needing from the City (personnel, materials, equipment)? NONE		



V. CONSIDER ADDITIONAL ITEMS

a. Will your event require additional security personnel?	(3-5)	Yes	No
List the number of security staff you will be providing for the event:			
b. Will you have an emergency plan for severe weather?		Yes	No
c. Will you have a means to provide water for consumption on site?		Yes	No
d. Do you have medical/first aid kits available?		Yes	No

VI. INSURANCE REQUIREMENTS

The group sponsoring the event will be required to supply the City with a Certificate of Liability Insurance at least thirty (30) days prior to the event. The Certificate shall be written on an occurrence basis and while the amount of coverage will vary depending on the size and nature of the event, the minimum coverage which is to be required by the City is \$1,000,000.00 and \$2,000,000.00 in the aggregate. The City also requires evidence of a Policy Endorsement naming the City of New Berlin and any of its officers and employees as an Additional Insured on a primary and non-contributory basis.

Are you able to provide these insurance documents? Circle One.

Yes No

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the City a deposit of \$200 for a Class I event depending on the size and number of attendees. The deposit will be refunded to the applicant after an inspection of the premises is conducted and the City did not incur loss or cleaning costs. The applicant shall be fully responsible for necessary cleanup associated with the permitted event. The City reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the timeframe specified.

TERMINATION OF AN EVENT

The City reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard and/or public nuisance by Police Services, Fire Department, or Emergency Management and/or there is a violation of City Ordinances, State Statutes or the terms of the Applicant's permit. The City Clerk and/or his/her designee may revoke an approved Special Event Permit.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby agrees to hold the City, its officers, employees, agents and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.

Signature of Applicant

Date

3/11/24

Application Forwarded to:

Buildings & Grounds

Police Department

Recreation Department

DCD/Inspections

Streets Department

Fire Department

City Attorney

Parks Buildings & Grounds Commission Approval Date:

Fees Collected with application (if necessary)

Class I Event

Class II Event

Fire Dept. approval: _____

Police Dept. approval: _____

Facilities & Grounds approval: _____

Common Council approval date (if necessary): _____

Plan Commission Approval Date (if necessary): _____

Additional fees charged by Departments

Clerks Office

Buildings & Grounds

DCD/Inspections

Streets

Police Department

Fire Department

Parking: A shuttle will be provided daily running in (15 min) intervals pick up and drop off from the Varsity Club to the Hales Corners Park and Ride Lot Hyw 100.

The City of Greenfield Police Cheif has given us permission to park all days of event on all local streets. Covering all no Parking Signs.
See attached CAD from Cheif Jay Johnson.

Four Porta Potty and Two Hand Washing Stations.

Will call for Thursday 5/23 a.m inspection.

Sent from my Samsung Galaxy XCover FieldPro, an AT&T 4G LTE smartphone

Wednesday, May 1, 2024 15:05:36

** For official use only *

Greenfield Police Department

CAD Summary



PARKING

Disposition **Info Only**

Unit
Officer

05/01/24 14:4957 **4500BLK S 124 St**

Parking permission on S 124 St from Coldspring to Beloit granted from 5/24/24-2/26/24. Varsity Club will be bagging the no parking signs themselves.

--Permission granted per 100. Added to whiteboard and scheduled call created for daybook entry on 5/24/24



City of New Berlin

Loudspeaker Permit Application



Submit this application to the New Berlin Police Department, 16300 W. National Ave., New Berlin, WI 53151, not less than 14 days prior to the event. If you have any questions, call the New Berlin Police Department at (262)782-6640.

Background Information:

Organization/Individual Name:

Address:

Applicant representing this event:

Name:

Address:

Date of Birth:

Work Phone:

Home Phone:

Cell Phone:

Email Address:

Event Information:

Name of Event:

Address of Event:

Dates of Event (no more than 3 days in a row):

Estimated Number of Participants:

Hours of Loudspeaker Operation:

Start:

Finish (no later than 10p.m.):

Number of Loudspeakers to be used:

Please check the type of sound to be emitted:

☐ Speech

☐ Recorded Music

☒ Live Music

☐ Other

Applicant's Statement of Agreement:

I hereby affirm that the above information is true and correct in describing the intent of this application. I, Michael Terence, the undersigned, agree to use the loudspeaker in a careful and prudent manner so as not to cause complaints from neighbors and I agree to lower or terminate the amplification levels when requested by neighbors or police.

Applicant Signature:

Date:

☒ Approved

☐ Not Approved

Reason for denial:

Issued by:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2024

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 MM Insurance Associates 15350 W. National Ave. Suite 212 New Berlin WI 53151	CONTACT NAME: Molly Hartman PHONE (A/C, No, Ext): (262) 754-4736 FAX (A/C, No): (262) 754-4739 E-MAIL ADDRESS: molly@mminsurancereassociates.com																					
INSURED Blue Moon Enterprises, LLC dba Varsity Club, dba Alumni Club 12400 W Beloit Road New Berlin WI 53151	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>TRAVELERS INDEMNITY COMPANY</td><td>25682</td></tr><tr><td>INSURER B:</td><td>United States Liability Insurance Company</td><td>19087</td></tr><tr><td>INSURER C:</td><td>Berkley Specialty Insurance Company</td><td>31295</td></tr><tr><td>INSURER D:</td><td>NATIONWIDE INSURANCE COMPANY</td><td>23779</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TRAVELERS INDEMNITY COMPANY	25682	INSURER B:	United States Liability Insurance Company	19087	INSURER C:	Berkley Specialty Insurance Company	31295	INSURER D:	NATIONWIDE INSURANCE COMPANY	23779	INSURER E:			INSURER F:		
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INSURER D:	NATIONWIDE INSURANCE COMPANY	23779																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2141302249**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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BPK 24-0043068-29	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP.OP AGG \$ 2,000,000 OTHER \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACPBAL3009705882	05/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	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	UB8P332834	04/15/2024	04/15/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	LIQUOR LIABILITY			CL1873595B	05/15/2024	05/24/2025	GENERAL AGGREGATE OCCURRENCE \$100,000 \$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	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

MISCELLANEOUS PAYMENT RECPT#: 1949795
CITY OF NEW BERLIN
3805 S. Casper Drive

New Berlin, WI 53151

DATE: 03/12/24 TIME: 09:51:10
CLERK: 9740hdre DEPT:
CUSTOMER#:

PARCEL: SPECIAL EVENT PERMIT

CHG: MSCLIC MISCELLANEOUS L 50.00

AMOUNT PAID: 50.00

PAID BY: BLUE MOON ENTERPRISE
PAYMENT METH: CHECK
18134

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

Fee: \$50

(Office use) License #: _____



City of New Berlin
Clerk's Office/Community Relations Dept.
3805 South Casper Drive
New Berlin, WI 53151-0921
262-786-8610



**CITY OF NEW BERLIN
EXTENSION OF PREMISE APPLICATION**

1. First name: Mary Last name: Pakula Middle initial: _____
2. Phone number: 262 649-6319 E-mail: maryscaddyshack@yahoo.com
3. Business name: Marys Caddyshack
4. Business address: 1959 So 124th St
5. License number for which you wish to temporarily extend premise: 2023 27
6. Name of event or function for which the temporary extension is sought: SHACKFEST
7. Date(s) and time frame of event(s) for which the temporary extension is sought (*All Temporarily Extensions are required to be approved by the Common Council of the City of New Berlin. Applications must be completed in its entirety and to the Clerk's office 15 days before the event.*): June 29th 1PM to 8:30 pm
8. Specific description of the site for which the temporary extension is sought, including dimensions of the area and where beer/liquor is to be served from: Parking lot (see attached)
Beer/liquor will be served inside of bar and served in plastic cups or cans to take outside
9. List the location of all exits: In and out entrances at parking lot. Back door located on Park Ave and front door located on 124th St
10. How will licensed premise area be restricted and screened for underage people? 2 employees inside and 2 employees outside making sure everyone is of age and acting responsibly. Parking will also be monitored by outside employees to ensure parking is only on one side of Park Ave
11. Have you obtained liability coverage for the event 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

Attach a copy of policy endorsement along with application

12. Will the event encroach upon any public property or public right-of-way? Yes

No

13. Have you obtained a use approval for the special event from the Planning Department?

Yes

No

Must include proof of approval with application

14. Application must be accompanied by a diagram that outlines where extension will be located in reference to currently licensed premise, service area, exits and any fences or barricades that will be utilized during special event.

15. All Temporarily Extensions are required to be approved by the Common Council of the City of New Berlin. Applications must be completed in its entirety and to the Clerk's office 15 days before the event.

To the Common Council of the City of New Berlin, Wisconsin:

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 be 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.

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 22nd DAY OF April, 2024

Jaelyn
(Clerk/Notary Public)

My commission expires: November, 25, 2025

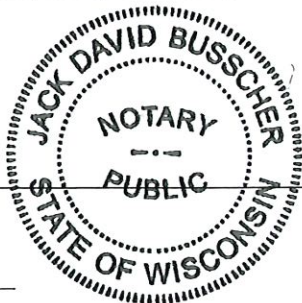
Man Peterh

(Officer of Corporation/Member/Manager of LLC/Partner/Individual)

(Officer of Corporation/Member/Manager of LLC/Partner/Individual)

(Officer of Corporation/Member/Manager of LLC/Partner/Individual)

(If owner of property is different from licensee, owner of property must also sign.)

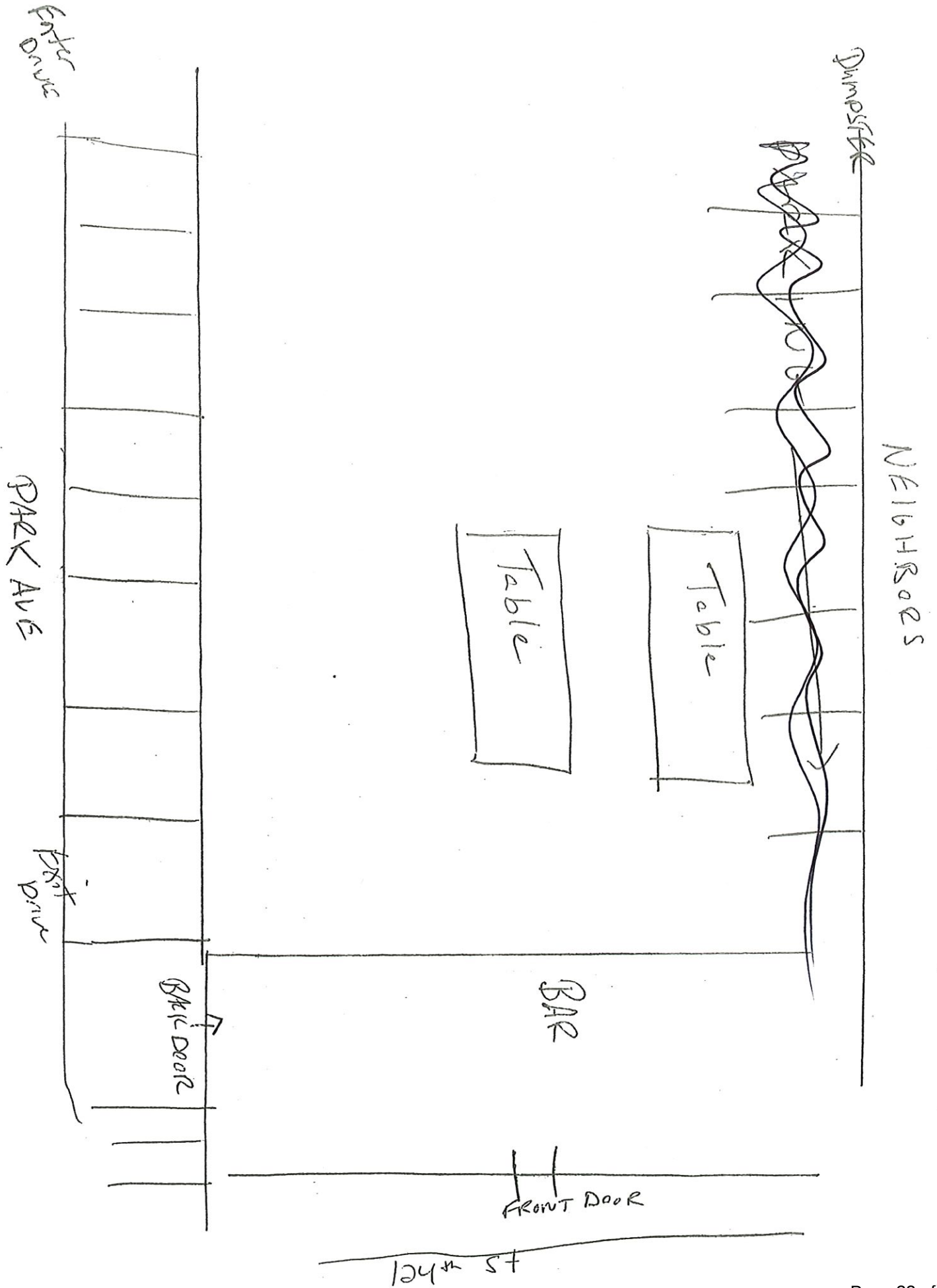


Office use only

Date received: 4-22-24

Notes (past citations, complaints, etc.):

NEIGHBORS



Plan of Operation for Mary's Caddyshack

Used as a tavern with sandwiches. Hours for outside band will be from 2PM until 9:30PM. Band will end by 8:30PM then cleanup and anyone left outside by 9 PM

There will be 3 employees and me. 2 will be inside serving and 2 will be outside making sure everyone is of age and acting responsibly and monitoring parking.

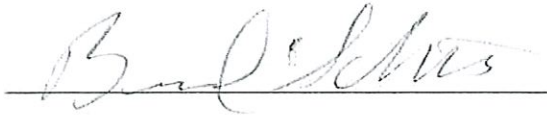
Liquor and beer will be stored behind bar, in beverage coolers and in basement in walk-in cooler that is now a liquor room.

Parking will be in lot (9 spaces) and Butches lot on 124th and Greenfield. There may be cars parking on Park Ave, but will be monitored to ensure parking is only on 1 side, if any.

Date: April 22, 2024

To: The City of New Berlin

**We the undersigned give the patrons of Mary's Caddy Shack,
1959 S 124th Street, New Berlin, WI, permission to use our parking lot located
at 11928 W Greenfield Ave, West Allis, Wisconsin at any time, for any
Special events.**



4/22/24

Date

Bernard Schettle, Trustee

Schettle Joint Revocable Trust

16001 W Riviera Drive

New Berlin, WI 5315

(414) 861-2718



MARYCAD-01

BDAVENPORT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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
Robertson Ryan - Mequon
12308 North Corporate Parkway, Suite 600
Mequon, WI 53092

CONTACT NAME: Beth Davenport

PHONE (A/C, No, Ext): (262) 478-3278

FAX (A/C, No): (877) 700-0139

E-MAIL ADDRESS: bdavenport@robertsonryan.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : GERMANTOWN MUTUAL INSURANCE COMPANY

14036

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Mary's Caddy Shack, LLC
1959 S. 124th Street
New Berlin, WI 53151

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 ☐ PROJECT ☐ LOC OTHER:	X		1111312	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Berlin is named as additional insured for events on June 29th, 2024

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MISCELLANEOUS PAYMENT RECPT#: 1959579
CITY OF NEW BERLIN
3805 S. Casper Drive

New Berlin, WI 53151

DATE: 04/22/24 TIME: 12:43:48
CLERK: 9740hdre DEPT:
CUSTOMER#:

PARCEL: EXTENSION OF PREMISE

CHG: MSCLIC MISCELLANEOUS L 50.00

AMOUNT PAID: 50.00

PAID BY: MARYS CADDYSHACK
PAYMENT METH: CHECK
1644

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

MEMO FROM: Gregory Kessler, AICP – Director of Community Development

DATE: May 14, 2024

ISSUE: Approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, *Licenses and Permits*.

REQUESTED: Discussion and possible action to recommend to Common Council approval of Ordinance 2689 to amend Chapter 152 of the Municipal Code, *Licenses and Permits*.

RATIONALE: The purpose of the revisions is to provide clarification for the regulation of mobile vendors operating within City limits and further define Special Events within the City. See attached draft ordinance.

- § 152-4H: Clarify language regarding abandonment of licenses to sell alcoholic beverages.
- § 152-4L: Modify language from Chief of Police to the City Clerk to conduct investigations for licenses to sell alcoholic beverages.
- § 152-4O: Remove some of the language regarding reserve liquor licenses.
- § 152-4Q: Add language allowing the sale and/or consumption of alcoholic beverages on City property or public rights-of-way with an approved Special Event Permit.
- § 152-4R: Clarify language regarding abandonment of licenses to sell alcoholic beverages.
- § 152-5B: Add language stating that food trucks are considered a mobile vendor.
- § 152-5C: Remove references to charitable solicitors permits.
- § 152-5D: Add regulations for where direct sellers can operate.
- § 152-5E: Clarify license requirements for direct sellers.
- § 152-6: Remove charitable solicitors section.
- § 152-9: Loudspeaker permits shall be obtained from the Clerks Office. Define limited hours for these permits.
- § 152-23A: Create two new special event class categories and renumber classes.
 - Class I event as outlined in DHS 110.44(20r) with more than 5,000 people.

- Class II event, formerly Class I.
 - Class III event, formerly Class II.
 - Class IV event with 150 people or less. Block parties would fall into this category.
- § 152-23B: Clarify additional permits that will be required once a Special Event Permit has been applied for.
- § 152-23C: Further define application requirements for new event types.
- § 152-23D: Further define permit conditions for special events.

ORDINANCE NO. 2689**ORDINANCE TO AMEND CHAPTER 152 (LICENSES AND PERMITS) OF THE
MUNICIPAL CODE OF THE CITY OF NEW BERLIN**

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

Section 152-4H(5) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (5) Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on site a minimum of 25 hours per week and the licensee must main stock of alcohol to operate the bar as a going concern and such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

SECTION II

Section 152-4L of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- L. City Clerk to conduct investigation of applicants. Upon receipt of each application, the Clerk will make and complete an investigation of the statements in such application and an investigation of each applicant within reasonable dispatch after the application has been filed with the City Clerk. The City Clerk shall endorse his findings upon the application.

SECTION III

Section 152-4O of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- O. Reserve licenses.
- (1) Reserved.
 - (2) Reserved.

- (3) Payment of reserve license fees. If an applicant applies for less than a full license year or terminates their license before the end of a license year, the reserve license fee and any portions thereof will not be refunded nor will they be prorated.

SECTION IV

Section 152-4Q of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- Q. Alcoholic beverages on City property or public rights-of-way.
- (1) The sale and/or consumption of alcoholic beverages on City property or public rights-of-way is hereby prohibited except where an approved Special Event Permit is issued allowing for such activity.
 - (2) An exception to this prohibition would be sales by City of New Berlin Staff in Municipal Parks as permitted pursuant to Wisconsin Statute Sec. 125.06(6).
 - (3) The prohibition against public consumption on City property and public rights-of-way is further limited where the City has issued an Extension of Premise Permit to a Class B alcohol beverage seller where the authorized Extension of Premises includes a public sidewalk or street.

SECTION V

Section 152-4R(2) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (2) Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on site a minimum of 25 hours per week and the licensee must maintain stock of alcohol to operate the bar as a going concern and such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

SECTION VI

Section 152-5B of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- B. Definitions. As used in this section, the following terms shall have the meanings indicated:

CLERK

The City Clerk.

DIRECT SELLER

A person who sells goods or takes sales orders for the later delivery of goods at any location other than the permanent business place or residence of such person, partnership, association or corporation, and failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation.

GOODS

Personal property of any kind and provided incidental to services offered or sold.

MOBILE VENDOR

A person who offers goods or services for sale to the public without a permanently built structure but with a self-contained static structure by way of a vehicle or other transportation. Food trucks are considered mobile vendors.

PERMANENT MERCHANT

A direct seller who, for at least one year prior to the consideration of the application of this section to such merchant, has continuously operated an established place of business in this City or has continuously resided in this City and now does business from his residence.

SECTION VII

Section 152-5C(13) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (13) Any charitable organization, society, association or corporation which is recognized as a tax-exempt charitable organization by federal and state authorities.

SECTION VIII

Section 152-5D of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

D. Mobile vendors.

- (1) License requirement.
 - (a) Direct Sellers Permit. All mobile vendors doing business in the City will be required to obtain a direct sellers permit.
 - (b) Obtain a mobile retail license from either the State of Wisconsin or another jurisdiction. A copy of this license shall be on file with the City of New Berlin Clerk's Office.
 - (c) A copy of the direct sellers permit and mobile retail license shall be posted on the mobile unit for public view.

- (2) Parking.
 - (a) Vendors must follow all City parking regulations and posted signage.
 - (b) Vendors cannot block or restrict an individual's access to a business or residence or the driveways, alleys or access points to the parking areas for such locations.
 - (c) Operating within the public right-of-way.
 - [1] Vendors are prohibited from selling along the following rights-of-way, arterials and major thoroughfares at all times: Calhoun Road, Cleveland Avenue, Greenfield Avenue, Lincoln Avenue, Moorland Road, National Avenue, Howard Avenue, Beloit Road, Coffee Road, Lawnsdale Road, Janesville Road, Racine Avenue, College Avenue, Sunny Slope Road, 124th Street, Small Road, and Grange Avenue.
 - [2] Vendors are prohibited from selling within public right-of-way along single family residential streets without a special event permit. Vendors must provide written evidence of the consent of all immediately adjacent property owners.
 - (d) Operating on or along City property.
 - [1] Parks, Buildings and Grounds Commission approval.
 - [a] Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on or along City property.
 - [b] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) do not require approval from the Parks, Buildings and Grounds Commission.
 - [2] Additional fee.
 - [a] An additional fee shall be collected for each event the Direct Seller is operating on or along City property.
 - [b] Exemptions. This additional fee shall not apply to direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.).
 - (e) Operating on private property.
 - [1] No more than 2 mobile vendors are allowed to operate on private property at any given time, unless approved as part of a special event permit.
 - [2] For properties directly adjacent to single family residential zoning districts, excluding the right-of-way, no more than 1 mobile vendor is allowed to operate on private property at any given time, unless approved as part of a special event permit.
 - (f) The vehicle utilized by mobile vendors shall be setback a minimum of 50' from the lot line of a lot with an existing restaurant or business which sells food prepared on site.
- (3) Sales.
 - (a) It is prohibited to make any sales from the roadway median strip, safety island or on foot into any street or roadway, including any alleys where there is vehicular traffic.
 - (b) Food cannot be sold door to door.
 - (c) Food cannot be sold between the hours of 10:00 p.m. and 7:00 a.m.
 - [1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest,

etc.) shall be exempt.

- (d) Vendors cannot place coolers on the ground or provide tables or chairs for their customers.

[1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt.

- (e) No vendor shall use a power source from an adjacent building, and vendors must be self-contained.
- (f) All waste shall be disposed of properly by the vendor; no organic waste shall be deposited into the City sanitary sewer system.

SECTION IX

Section 152-5E(2)(b) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (b) Reserved.

SECTION X

Section 152-5E(3) of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- (3) Fee. At the time the registration is returned, a fee to cover the cost of processing the registration, as well as the required annual license fee, shall be paid to the Clerk. Such fees are stated in § 152-2 of this chapter.
 - (a) An additional fee shall be collected for Direct Sellers operating on or along City property for non-City sponsored events.

SECTION XI

Section 152-6 of the Municipal Code of the City of New Berlin is hereby repealed.

SECTION XII

Section 152-9 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- A. No person shall operate any loudspeakers or sound-amplifying devices in open-air theaters, places of amusement, upon the public highways or elsewhere within the City without first obtaining a permit therefor from the City Clerk.
- B. Application for such permit shall be made in writing to the City Clerk. If the loudspeaker and sound-amplifying device will be operated at such volume and be so located as not to constitute a public nuisance, a permit may be issued.
- C. This section does not apply to public address systems and sound amplifiers operated within

buildings which are completely enclosed so that the sound amplification does not cause disturbance outside of the building.

- D. Any amendment to a permit issued under this section shall require Common Council approval. In the event that any amendment to an existing permit is issued, City Clerk shall so advise the Chief of Police of that change.
- E. Loudspeaker Permits may only be issued for use between the hours of 9:00 a.m. and 11:00 p.m. Loudspeaker Permits outside of these hours may only be issued with the approval of the Common Council.
- F. Amplified music or noise being generated pursuant to a Permit under this Section shall only be permitted to the extent that it does not cause unreasonable disturbance to residents and businesses in the surrounding area. In the event the Police Department determines, in its reasonable discretion, that noise or music is causing an unreasonable disturbance to residents and businesses in the surrounding area, the Police Department shall have the authority to revoke the Permit and the noise/music being generated under the Permit must immediately cease.

SECTION XIII

Section 152-23 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CLASS I

A special event as outlined in DHS 110.44(20r) with more than 5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS II

A special event with 501-5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS III

A special event with 151-500 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS IV

A special event with 150 people or less, including personnel, volunteers, vendors, and attendees.

SPECIAL EVENT

An event held in the City that requires the use of public streets, rights-of-way, sidewalks or City property or are otherwise likely at the discretion of the City to create substantial impacts on the operations of the City, surrounding neighbors or neighborhoods. Special events include but are not limited to sporting events, festivals, fairs, parades, walks, runs/marathons, bike-a-thons, races, markets, block parties, exhibitions, motion picture filming and other events similar in nature. Special events can also be classified as any event that may require public safety and City services above and beyond their normal functions. Events held on private property that are open to the public may be classified as a special event if there is a significant impact on the City's operations and residents.

- B. Special Event Permit. No person or organization shall conduct a special event as defined herein within the City of New Berlin without first having obtained a special event permit. Permits are valid only for the dates, times and locations specified in the permit application. This provision shall apply to all events proposed after the date of the adoption of this section, whether or not the event in question has been a reoccurring event within the City. The following permits may also be required:
- (1) Park Rental Permit.
 - (a) Special events held on City Property shall obtain a Park Rental Permit from the Recreation Department.
 - (b) Approval from the Parks, Buildings and Grounds Commission is required.
 - (2) Direct Sellers Permit.
 - (a) All vendors, including mobile vendors, operating as part of a Special Event Permit on City Property, public rights-of-way, and/or private property shall obtain a Direct Sellers Permit from the Clerk's Office. The permit shall be displayed. Vendors shall abide by the provisions of §152-5 of the Municipal Code.
 - (b) Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on City property.
 - (3) Temporary Class B Retailer's License.
 - (a) The sale of beer and/or wine on City Property, public rights-of-way, and/or private property is prohibited unless the applicant can secure a Temporary Class B Retailer's License from the Clerk's Office. There must be either a licensee or a person holding an operator's license on site in accordance with §§ 125.17(1), 125.32(2), and 125.68(2), Wis. Stats. Applicants shall abide by the provisions of §152-4 of the Municipal Code.
 - (b) Approval from the Parks, Buildings and Grounds Commission is required for all vendors selling beer and/or wine on City property.
 - (4) Loudspeaker Permit.
 - (a) Special events containing amplified music on City Property, public rights-of-way, and/or private property shall obtain a Loudspeaker Permit from the Clerk's Office. Applicants shall abide by the provisions of §152-9 of the Municipal Code.

- (b) Approval from the Common Council is required for any variance to the hours outlined in this permit on City Property, public rights-of-way, and/or private property.
- (5) Fireworks Permit.
 - (a) Special events using fireworks on City Property, public rights-of-way, and/or private property shall obtain a Fireworks Permit from the Fire Department. Applicants shall abide by the provisions of §124-12G of the Municipal Code.
 - (b) Approval from the Common Council is required for fireworks on City Property, public rights-of-way, and/or private property.
- (6) Temporary Use Approval Permit.
 - (a) Special events on City Property, public rights-of-way, and/or private property may require a Temporary Use Approval Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-43 of the Municipal Code.
 - (b) Approval from the Plan Commission/CDA may be required for special events on City Property, public rights-of-way, and/or private property.
- (7) Sign Permit.
 - (a) Signs on City Property, public rights-of-way, and/or private property shall obtain a Sign Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-61 of the Municipal Code.
 - (b) Approval from the Plan Commission/CDA is required for any sign waivers on City Property, public rights-of-way, and/or private property.
- (8) Inspection Permits.
 - (a) Obtain the necessary building, plumbing and electric permits from the Department of Community Development.
- (9) Fire Department Permits.
 - (a) Obtain necessary permits for tents, canopies, and temporary structures over 120 square feet from the Fire Department.

C. Application.

- (1) Application requirements. An application will be considered complete if it contains all the information required under this section.
 - (a) Application timing.
 - [1] Class I Special Event Permits shall be filed with the City Clerk's office at least 120 days prior to the proposed event.
 - [2] Class II Special Event Permits shall be filed with the City Clerk's office at least 90 days prior to the proposed event.
 - [3] Class III Special Event Permits shall be filed with the City Clerk's office at least 45 days prior to the proposed event.
 - [4] Class IV Special Event Permits shall be filed with the City Clerk's office at least 14 days prior to the proposed event.
 - (b) Fees. Fees are established by the Common Council and shall be on file in the City Clerk's Office. The City Clerk may waive the permit fees for public agencies, nonprofit agencies or as deemed appropriate by the City Clerk.
 - (c) Deposits for Class I Events. Application fee in the form of a deposit shall be submitted to the City for all Class I events. The deposit shall be used to cover City staff review, planning time and coordination to review the application itself and through the completion of the event. Staff will use their direct billable hours to debit the submitted deposit amount. Should the deposit itself go down to zero,

the applicant shall replenish the deposit to the original amount. Any remaining deposit funds after the permit is issued or denied shall be returned to the applicant. The deposit will start at \$1,000.

- (d) The application shall include the following:
 - [1] The name, address and phone number of the person, entity or organization sponsoring the event.
 - [2] The name and address of the special event sponsor's contact or agent.
 - [3] The name, date, time and location of the event in question.
 - [a] Special events in residential neighborhoods may require notification of adjacent neighbors.
 - [4] A description of the event and its purpose.
 - [5] The estimated maximum number of participants, spectators and vendors at the proposed event. If the event is a multi-day event, it should be noted the estimated attendance per day.
 - [6] Whether alcohol will be sold or served at the event.
 - [7] Whether food and/or merchandise will be sold at the event.
 - [8] Plans and description of the following, as necessary for the event:
 - [a] Amplified music or entertainment and the hours;
 - [b] Fireworks;
 - [c] Closure of public streets or rights-of-way meeting the requirements of §230-6 of the Municipal Code;
 - [d] Parking size and location;
 - [e] Electricity and lighting plan;
 - [f] Erecting tents, canopies or temporary structures;
 - [g] Temporary fencing locations;
 - [h] Waste/recycling collection and disposal;
 - [i] Portable restrooms and hand wash stations.
 - [9] Additional items to consider:
 - [a] Additional security personnel;
 - [b] Emergency plan for inclement weather;
 - [c] Potable water for consumption on site;
 - [d] Medical/first aid kits.
 - [10] Certification that by signing the application, the applicant is authorized to act on behalf of the event sponsor(s).
 - [11] Applicant's acknowledgement that by signing and submitting the application, they accept and comply with the provisions of § 152-23D.

(2) Application process.

- (a) Within three business days of receipt of an application, the City Clerk shall distribute the complete application to the following departments for review and recommendation: City Attorney, Police, Fire, Buildings and Grounds, Recreation, Community Development, Inspection, Emergency Management, and Public Works. Department review and comments shall be returned to the City Clerk within 15 days of distribution of the application.
- (b) Permit review.

- [1] The City Clerk shall review all comments and recommendations provided by the departments and determine if the event requires Board or Commission approvals. The City Clerk will follow up with the applicant to ensure the appropriate licenses and permits are obtained for the event.
- [2] The Department of Community Development will review applications to determine if a temporary use permit may be required according to Chapter 275 of the Municipal Code. Additionally, Plan Commission or the Community Development Authority approval may be required for an event that is not customarily a permitted use under the current zoning of the property.
- [3] The City Clerk will send any permits that pertain to the sale of alcohol, merchandise, or food on City property to the Parks, Buildings and Grounds Commission for approval.
- [4] Common Council approval may be required depending on the size and scope of the special event.
- [5] The City Clerk will issue or deny the permit dependent on whether the applicant has fulfilled the requirements as set forth by the Departments and, if applicable, the boards and commissions. No permit will be issued unless it is approved by all departments.

D. Permit conditions.

- (1) Liability insurance. For a Class I or Class II event, the group sponsoring the event is required to supply the City with a certificate of liability insurance at least 30 days prior to the event. The certificate shall be written on a per-occurrence basis, and while the amount of coverage will vary depending on the size and nature of the event, the minimum coverage required by the City is \$1,000,000 and \$2,000,000 in the aggregate. The City also requires evidence of a policy endorsement naming the City of New Berlin and any and all of its officers and employees as an additional insured on a primary and noncontributory basis.
- (2) Indemnification. The applicant and event sponsor(s) shall agree to hold the City, its officers, employees, agents and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.
- (3) City services. All requests by the applicants for City services must be made at the time of application. The applicant shall be responsible for reimbursement to the City for any city personnel, services, equipment, and facilities provided for the special event. Reimbursement costs shall be calculated to include wages, overtime and fringe benefits and is due within 30 days of receipt of invoice. The City reserves the right to require full or partial payment of estimated costs in advance. All permit, signage and barricade costs are due prior to the special event. City Clerk will prepare an invoice based on the City resources required for the event.
- (4) Cleaning/damage deposit. The applicant may be required to submit to the City a deposit depending on the size and number of attendees. The deposit will be refunded to the applicant after an inspection of the premises is conducted and the City determines there is no loss or cleaning costs. The applicant shall be fully responsible for necessary cleanup associated with the permitted event, which must be completed no later than 12 hours after the conclusion of the event. The City reserves the right to retain the entire deposit if cleanup is not satisfactorily completed in the time frame specified.
 - (a) A deposit of \$5,000 shall be submitted for a Class I Special Event.
 - (b) A deposit of \$200 shall be submitted for a Class II Special Event.
- (5) Site requirements.

- (a) All tents, canopies or temporary structures over 120 square feet require Community Development Department approval and must apply for a permit with the Fire Department.
 - (b) Electricity requirements will be reviewed by the Community Development Department's Inspection Services to determine if an inspection is needed. Electric service must meet all City of New Berlin Code requirements.
 - (c) Attendees and staffing shall not exceed the maximum number, which can reasonably attend at the location of the special event.
 - (d) It is the responsibility of the special event sponsor for arranging any inspections required to meet these standards or requirements prior to the event. Any fees for such inspections shall be the responsibility of the special event sponsor.
 - (e) No staking or poles other than fasteners may be placed in any City street.
 - (f) Special events requiring a road closure shall comply with §230-6 of the Municipal Code.
- (6) Notification to residents. The City may require that the permit holder provide written notice 15 days in advance of the special event to any property owners or tenants as determined during the City department's review. Notice shall include the type of event, name of the special event sponsor(s), date, time and location, event coordinator's name and contact information during the event.
- (7) Class IV Special Events. The following regulations shall apply for Class IV Special Events, including Neighborhood Block Parties:
- (a) An applicant that requests the blockading of a public street, but only for a period of less than 12 hours and for recreational purposes.
 - (b) The applicant shall provide evidence of written consent of not less than 80% of the property owners abutting the portion of the street to be closed. The applicant is also required to provide evidence that all abutting property owners have been advised of the request for closure.
 - (c) The blockade of a public street may only be of a neighborhood street, not City arterials. The applicant shall be required to provide a map showing the portion of the City street to be closed and where the barricades will be placed.
 - (e) Applicant must be the owner of a property on the street where the block party is to be held and must assume responsibility under the permit for the event and compliance with all City Ordinances, the clean-up of the public right of way after the event and that all City barricades are returned within 48 hours of the end of the event.
 - (f) Barricades to close the street must remain in place at all times during the block party; however, the applicant must ensure that a drive lane through the blockaded street area of not less than 15' in width shall be provided so that all City emergency service vehicles are able to access property within the blocked street.
 - (g) If alcohol is being served at the event, it may be to only persons of age and there must be no providing of alcohol to any uninvited guests. No alcohol can be sold to any person.
 - (h) Grills may be permitted in the right-of-way subject to the other limitations of this section. However, smokers, fireplaces, fire pits and chimineas are prohibited. Inflatable play structures are also prohibited from being within the public right-of-way.
 - (i) All waste and debris must be cleaned up and properly disposed of after the event ends. Public rights-of-way must be restored to the condition that existed prior to the commencement of the event.
 - (j) If complaints are received by the Police Department which are not satisfactorily

resolved, the Police Department shall have the authority to revoke the permit and to terminate the event.

- (k) A permit request may be denied if complaints have been received regarding Class IV Special Events on the same street in the past, or if the applicant has failed to comply with the requirements of any City Permits in the past.

- (l) Class IV Special Events shall not occur on holidays.

E. Termination of an event. The City reserves the right to shut down a special event that is in progress if it is deemed a public safety hazard and/or public nuisance by police services and/or Fire Department and/or Emergency Management and/or there is a violation of City ordinances, state statutes or the terms of the applicant's permit. The City Clerk and/or his/her designee may revoke an approved special event permit. Note: there are also revocation, enforcement and penalties provided for in Article X in § 275-66, 275-67, 275-68, and 275-69. If the zoning permit/temporary use permit is revoked, there ceases to be an event.

F. Denial of permit.

- (1) The event will disrupt traffic within the City beyond practical solution.
- (2) The event will create a likelihood of endangering the public.
- (3) The event will interfere with access to emergency services.
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents.
- (5) The event will require the diversion of City resources that would unreasonably affect the maintenance of regular City service levels.
- (6) The application contains incomplete or false information.
- (7) The application fails to provide proof of insurance when required.
- (8) Inadequate provision for garbage or debris removal.
- (9) Inadequate provision of temporary restroom facilities.
- (10) Inadequate provisions for parking.
- (11) A denial of a permit by the Parks Buildings and Grounds Commission where the event is no longer viable.
- (12) A denial of a temporary use permit by the Department of Community Development or the Plan Commission/Community Development Authority.
- (13) Applicant fails to submit the required fees and/or deposit.

SECTION XIV

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION XV

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION XVI

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 14th day of May, 2024.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

§ 152-4. Intoxicating liquor and fermented malt beverages.

- A. State statutes adopted.
 - (1) The provisions of Ch. 125, Wis. Stats., describing and defining regulations with respect to alcohol beverages, exclusive of any provisions thereof relating to the penalty to be imposed, are hereby adopted and made a part of this section by reference. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein are intended to be made a part of this section to secure uniform statewide regulation of alcoholic beverages. [Amended 8-22-2006 by Ord. No. 2328]
 - (2) The City Clerk is authorized to issue temporary Class "B" licenses, pursuant to § 125.26(6), Wis. Stats., to the Chamber of Commerce as defined under § 125.02(3u), Wis. Stats.; bona fide clubs; county or local fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months before the date of application; and posts of veteran's organizations. The fee for such license shall be set by the Common Council. Application for temporary Class "B" shall be filed at least three days prior to issuance of the license. [Amended 11-10-2015 by Ord. No. 2556]
- B. License fees. [Amended 8-27-2013 by Ord. No. 2508; 11-10-2015 by Ord. No. 2556]
 - (1) Fermented malt beverages: see § 152-2.
 - (2) Fermented fruit beverages: see § 152-2.
 - (3) Intoxicating liquor: see § 152-2.
 - (4) Late filing fee. Any renewal liquor license application which is submitted after April 30 of the licensing year shall be assessed, in addition to any other fee provided for under this section, a late fee of \$100.
- C. Election to permit volume liquor sales. The City elects to come under the provision of § 125.51(3)(b), Wis. Stats.
- D. Premises must be business property. No license shall be issued hereunder for any premises which is not improved as business property, having a store or business front.
- E. Disclosure of offenses required. Every applicant for a retail Class "B" license and for an operator's license shall make full disclosure to the Council of any prior conviction of any violation of any state or federal law or any municipal ordinance, and applicants may be required to submit to fingerprinting at the option of the Police Department after that Department has conducted a background check.
- F. Closing hours.
 - (1) Sections 125-32(3) and 125.68(4), Wis. Stats., shall apply except that no premises for which a retail Class A intoxicating liquor license has been issued shall be permitted to remain open for the sale of intoxicating liquor between 9:00 p.m. and 8:00 a.m. The owner of the premises shall implement electronic cash register restrictions to preclude the sale of Class A intoxicating liquor during these hours and also shall establish procedures to require the verification of the age eligibility of each purchaser. [Amended 4-12-2011 by Ord. No. 2450]
 - (2) Hotels and restaurants whose principal business is the furnishing of food or lodging to patrons, and bowling alleys and golf courses, may remain open for the

conduct of their regular business, but no intoxicating liquors or fermented malt beverages shall be sold or consumed during prohibited hours as specified in Subsection F(1).

- (3) Except as provided in Subsection F(2) above, no person other than employees of the licensee or persons performing business or repair services for the licensee shall remain on the licensed premises during any of the time during which the premises are required to be closed as provided in Subsection F(1). No open containers containing alcoholic beverages shall be permitted on the licensed premises during those hours the premises are required to be closed.

G. Regulation of underage persons.

- (1) Definition. An underage person is a person who has not attained the legal drinking age. [Amended 6-19-2001 by Ord. No. 2142]
- (2) Sale of liquor or beer to underage persons prohibited. No person shall sell or give any fermented malt beverage or intoxicating liquor to any underage person unless accompanied by an adult parent, guardian or spouse of legal drinking age.
- (3) Purchase or possession of beer or liquor by underage persons prohibited. No underage person shall purchase or receive, or have in his possession, any fermented malt beverage or intoxicating liquor unless accompanied by an adult parent, guardian or spouse of legal drinking age.

H. Prohibited practices and places of sale.

- (1) (Reserved)
- (2) No retail Class A license for the sale of intoxicating liquor beverages shall be used for any premises upon which fuel for motor vehicles is sold and directly dispensed into such motor vehicle. The retail Class A license for the sale of fermented malt beverages and intoxicating liquor may be issued for such a premises, provided the license holder submits a plan of operation at the time of the initial application or renewal thereof with a diagram or photograph of the proposed display area for fermented malt beverages and intoxicating liquor on premises upon which fuel for motor vehicles is sold. Such plan of operation shall be reviewed by the Committee of the Whole, which shall approve or disapprove of the same without referral to the Common Council. In addition to the other grounds for revocation set forth in this chapter, the failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation. It shall further be grounds for revocation if the holder of the liquor license fails to implement electronic cash register restrictions to preclude the sale of intoxicating liquor beverages after 9:00 p.m. and before 8:00 a.m. [Amended 1-23-2007 by Ord. No. 2337; 4-12-2011 by Ord. No. 2450]
- (3) No Class "B" license or permit may be granted for any premises where any other business is conducted in connection with the premises, except that this restriction does not apply if the premises for which the Class "B" license or permit is issued is connected to premises where other business is conducted by a secondary doorway which serves as a safety exit and is not the primary entrance to the Class "B" premises. No other business may be conducted on premises operating under a Class "B" license or permit. These restrictions do not apply to any of the following:

- (a) A hotel.
 - (b) A restaurant, whether or not it is a part of or located in any mercantile establishment.
 - (c) A combination grocery store and tavern.
 - (d) A combination sporting goods store and tavern in Towns, villages and fourth class cities.
 - (e) A combination novelty store and tavern.
 - (f) A bowling alley or recreation premises.
 - (g) A club, society or lodge that has been in existence for six months or more prior to the date of filing application for the Class "B" license or permit.
 - (h) A movie theater. [Added 11-10-2015 by Ord. No. 2556]
 - (i) A painting studio. [Added 11-10-2015 by Ord. No. 2556]
 - (j) Premises for which a temporary Class "B" license is issued under § 125.26(6), Wis. Stats.; if the license is one of multiple licenses issued by the municipality to the same licensee for the same date and times, the license is the sponsor of an event held at multiple locations within the municipality on this date and at these times, and an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol at the event. [Added 11-10-2015 by Ord. No. 2556]
- (4) Restriction on sales in residential property. No license shall be issued to any person or entity for the purpose of possessing, selling or offering for sale any intoxicating liquor or fermented malt beverage in any dwelling, house, flat or residential apartment. [Added 8-27-2013 by Ord. No. 2508]
- (5) ~~Abandonment of license. Any licensee granted or issued a license to sell alcohol beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. In this section, "abandon" and "abandonment" shall mean a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the City Council for a period of one year. The Common Council may, for good cause shown, extend the period of permitted nonuse. [Added 8-27-2013 by Ord. No. 2508]~~ Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on site a minimum of 25 hours per week and the licensee must main stock of alcohol to operate the bar as a going concern and

such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

- (6) Code compliance. No Class B license may be issued unless the premises in which the sale shall occur comply with and conform to all ordinances and health, sanitation and building regulations of the City, as well as the State of Wisconsin. [Added 8-27-2013 by Ord. No. 2508]
- I. Partnership and corporate licensees. Each application for a retail liquor license or a renewal thereof shall include, if a partnership, the names of all partners whether general or limited. Corporate applications shall include the exact name of the corporation, its principal place of business, its registered address, its registered agent, the names of its officers and all members of its board of directors. Each such partner, officer and director shall comply with the disclosure provisions of Subsection E of this section.
- J. Compliance. [Amended 8-27-2013 by Ord. No. 2508; 12-12-2017 by Ord. No. 2598]
 - (1) Prior to acting upon any application or renewal of an intoxicating liquor or fermented malt beverage license, the applicant shall have fully paid all personal property taxes, real property taxes, assessments and fees of the City, and the premises to be licensed shall fully comply with all applicable codes, ordinances, rules and regulations regarding building, electrical and plumbing components thereof. In addition, the applicant shall obtain all other permits required to occupy the licensed premises or to conduct the operations permitted under the license from any and all City departments or other governmental entities with jurisdiction.
 - (2) All applicants for renewal under this section shall, on or before April 30 of each year, demonstrate to the City's Committee of the Whole that such premises are fully in compliance with all applicable electrical, plumbing, building and zoning codes. Should the applicant fail to bring the building into compliance or fail to have scheduled a code inspection on or before April 30 of each year, in addition to nonrenewal of such license, the applicant shall pay an additional applicant fee as set by the Common Council prior to the application for renewal being considered by the Committee of the Whole.
- K. Certification. [Amended 8-28-2007 by Ord. No. 2355]
 - (1) Definition. For the purpose of this section, "premises" shall mean that portion of a building with an entrance and an exit to a public walkway or parking area for all or a portion of which a "Class A" intoxicating liquor license has been granted.
 - (2) Required. All holders of "Class A" liquor licenses shall be required, upon initial application and thereafter upon application for renewal, to certify to the City Clerk that percentage of the licensee's retail sales for the license holder which involves sales other than intoxicating liquors and fermented malt beverages.
 - (3) (Reserved)
 - (4) Partition and plan of operation.
 - (a) Partition. A license holder subject to the requirements of this section shall implement a crowd-control or other suitable barrier to preclude access to the merchandise area for the sale of intoxicating liquor and/or fermented malt beverage between the hours of 9:00 p.m. and 8:00 a.m. The license holder shall further be required to implement electronic cash register restrictions to preclude the sale of intoxicating liquor products during

these hours, as well as procedures to require the verification of the age eligibility of the purchaser. [Amended 4-12-2011 by Ord. No. 2450]

(b) Plan of operation.

[1] All intoxicating liquor license holders shall submit a plan of operation at the time of initial application or renewal thereof, with a diagram or photograph of the proposed display area for intoxicating liquor. Such plan of operation shall be reviewed by the Committee of the Whole, which shall approve or disapprove the same, without reference to the City Council.

[2] In addition to other grounds for revocation as set forth in this chapter, failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation.

L. ~~Chief of Police~~ City Clerk to conduct investigation of applicants. Upon receipt of each application, the Clerk ~~will refer it immediately to the Chief of Police, who~~ will make and complete an investigation of the statements in such application and an investigation of each applicant within reasonable dispatch after the application has been filed with the ~~Chief of Police~~ City Clerk. The ~~Chief of Police~~ City Clerk shall endorse his findings upon the application ~~and deliver the application to the City Clerk~~.

M. Temporary extension of licensed premises for special event. [Added 5-28-2013 by Ord. No. 2502]

(1) The granting of a temporary extension of licensed premises for special events shall authorize the licensee to sell or serve intoxicating liquors or fermented malt beverages as permitted by the specific license held during the period of time and in the area described in the application for such temporary extension as expressly approved by the Common Council. Such authority is contingent upon and subject to the licensee obtaining any and all other special privileges and permits required for the conduct of the special event for which the temporary extension of the licensed premises is sought.

(2) Any person holding a valid Class "B" fermented malt beverage license, Class B tavern license or "Class C" wine license may apply for the temporary extension of such licensed premises for a special event. The area which the licensee wishes to include in a temporary extension of licensed premises must be owned by or under the control of the licensee. The signature of both the licensee and the owner of the property must both appear on the application. If the applicant seeks a temporary extension of the licensed premises such that the extended licensed premises would extend into or encroach upon any public property or public right-of-way, the applicants shall also be required to obtain the applicable special privilege for use of said public property or right-of-way for the document authorized in the temporary extension of the licensed premises to be issued by the City Clerk. The applicant shall also be required to comply with all other applicable statutes and ordinances.

(a) Applicant's responsibility. Application for the temporary extension of licensed premises for special events shall be made by an individual, or an authorized agent, in the case of a corporation, partnership or limited liability company, who shall be personally responsible for compliance with all of the terms and provisions of this section.

- (b) Application. The application for the temporary extension of licensed premises shall be filed not less than 15 days prior to the date upon which the applicant wishes the matter to be considered by the Common Council, which date shall be not less than two weeks prior to the proposed special event. Applications shall be made on forms provided by the City Clerk and must be signed and sworn to by the applicant, if an individual, one partner of a partnership or by a duly authorized agent, officer or member of a corporation or limited liability company. The application shall include the following:
- [1] The name, business address and telephone number of the applicant.
 - [2] The address of the existing licensed premises.
 - [3] The type of license currently held.
 - [4] Specific description of the site for which the temporary extension is sought, including the dimensions of the area.
 - [5] The location of exits.
 - [6] The manner in which the licensed premises area will be restricted and screened from underage persons.
 - [7] The name of the particular event or function for which the temporary extension of the licensed premises is sought.
 - [8] The date and period of time for which the particular event or function will be operated.
 - [9] Such other reasonable and pertinent information as the Common Council may require.
- (c) The completed application should be submitted to the Common Council, which shall consider the matter. As part of the consideration process, the Common Council will consider:
- [1] The appropriateness of the location site for which the permit is sought; and whether the event for which the permit is sought will create undesirable neighborhood problems.
 - [2] The hours during which the event will be operated at the site and the likely effect of the event on the surrounding area.
 - [3] Whether previous permits granted to the same applicant or to other applicants for the same site have resulted in neighborhood problems, including, but not limited to, complaints of loud music, noise, litter, disorderly conduct, loitering, public urination or drunkenness, excessive refuse, parking in unpermitted locations, or such other factors as may reasonably relate to the public health, safety and welfare of the community.
- (d) If the Common Council approves the application for the temporary extension of licensed premises, the City Clerk shall issue a permit to the applicant confirming that fact and specifying the date, period of time and specific location for which the temporary extension shall be in effect. The document may also contain any restrictions or conditions which the

Council may place on such approval. The City Clerk shall not issue the permit if the applicant has not obtained all of the required permits for the premises or final inspection of the premises has not yet occurred.

- (e) The licensee granted a temporary extension of licensed premises for special events may not sell any alcohol or non-alcohol beverages for consumption in bottles and glass containers at the location of the extension of licensed premises. Beverages may only be sold in single-service cups or cans for on-premises consumption in the location of the temporary extension of the licensed premises. [Amended 4-12-2016 by Ord. No. 2563]
- (f) The permit for the temporary extension of licensed premises may only be issued during the time that the applicant holds a valid liquor license otherwise from the City of New Berlin.
- (g) Each application for extension of licensed premises will be viewed upon its own merit, and the granting of the existing alcohol beverage license or previous temporary extension to the licensed premises will not guarantee the issuance of a new temporary extension of licensed premises.
- (h) The applicant shall obtain liability insurance coverage for the event and such coverage shall provide for the City of New Berlin to be named as an additional insured, which coverage shall be evidenced by a policy endorsement. Said endorsement shall be filed with the Municipal Clerk and shall evidence the liability insurance limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (i) In such instances where the event is recurring and there has been a previous approved extension of premises permit issued, the applicant may simply provide an application noting the fact that this is a recurring, previously approved event, and giving the basic information about the event, the date, location and specifics, together with a certificate of liability insurance.
- (j) Failure to comply with the terms of the extension of premises permit may result in revocation of the license by the Common Council and prosecution of any ordinance violations and a denial of all future applications for extension of premises. Such circumstances will be considered at the time of renewal of the existing underlying alcohol beverage permit.
- (k) Any request for reconsideration of the denial of the extension of premises permit must be submitted to the City Clerk and be made within five days of the date of denial.

N. Catering services. Those alcohol beverage licensees who operate what are commonly known as catering services shall comply with the following: [Added 8-27-2013 by Ord. No. 2508]

- (1) The licensee shall deliver alcohol beverages to an event only when the licensee supplies full food catering service for all guests or participants in the event.
- (2) No licensee shall deliver alcohol beverages for an event that is held upon the premises of another alcohol beverage licensee.

- (3) No licensee shall sell, deal or traffic any alcohol beverages except face-to-face with the purchaser on the licensed premises of the licensee. This provision shall not prevent nor prohibit the licensee from delivering goods to the buyer as an accommodation.
- (4) The licensee may supply personnel to dispense alcohol beverages at the catered event.
- (5) No person shall engage in the individual sale of alcohol beverages to be consumed by the glass at a catered event (cash bar) when the alcohol beverages have been supplied by a retail licensee.
- (6) The event where catering occurs shall not occur over a period exceeding three days.
- (7) The distribution of alcohol beverages at the catered event is subject to all the provisions of this section.

O. Reserve licenses. [Added 8-27-2013 by Ord. No. 2508]

- (1) ~~Reserved. Applicants for Class B reserve liquor licenses may also apply for a grant from the City to cover part of the cost of licensure. The amount of grant money any one applicant may receive, if any, is in the discretion of the Common Council, but in no event shall exceed \$9,500. Grants shall be considered a community development grant to promote businesses within the City of New Berlin that apply for and receive Class B reserve liquor licenses.~~
- (2) ~~Reserved. Applicants for Class B reserve liquor licenses seeking said grant must submit a completed application to the City Clerk's Office. Said application must be signed and notarized and the application fee must be included. Notarized signatures are required of an individual applicant, a partner, a partnership or an agent or owner if it is a corporation or LLC. The applicant shall be required to explain how the grant will be used to benefit the economic climate of the City of New Berlin and to be eligible for a grant, an applicant must meet all standard requirements for liquor license approvals including obtaining an occupancy permit from the Department of Community Development.~~
- (3) Payment of reserve license fees. If an applicant applies for less than a full license year or terminates their license before the end of a license year, the reserve license fee and any portions thereof will not be refunded nor will they be prorated.

P. Provisional retailer licenses. [Added 1-13-2015 by Ord. No. 2535]

- (1) The City Clerk may issue, upon application, a provisional retailer license to a person who has applied for a retailer license for the sale of fermented malt beverages, intoxicating liquor or wine, Class A, Class B or Class C. Such provisional license shall only authorize those activities that the type of retailer license applied for authorizes and shall be subject to the applicant meeting all licensing requirements set forth in this chapter and Wis. Stats. § 125.185, as amended. A provisional license shall expire 60 days after its issuance or when the alcohol beverage retailer establishment license is issued to the holder, whichever is sooner. Such provisional license may not be renewed and may be revoked by the City Clerk if the Clerk determines that a false statement was made on the application. The issuance of a provisional Class B license is subject

to the availability of the license based upon the quota limitations of Wis. Stats. § 125.51.

~~Q. Sales of beer at City parks. Officers and employees of the City are authorized to sell beer in municipal parks operated by the City pursuant to the authority granted under § 125.06(6) of the Wisconsin Statutes. [Added 7-25-2023 by Ord. No. 2680]~~

~~Q. Alcoholic beverages on City property or public rights-of-way.~~

- ~~(1) The sale and/or consumption of alcoholic beverages on City property or public rights-of-way is hereby prohibited except where an approved Special Event Permit is issued allowing for such activity.~~
- ~~(2) An exception to this prohibition would be sales by City of New Berlin Staff in Municipal Parks as permitted pursuant to Wisconsin Statute Sec. 125.06(6).~~
- ~~(3) The prohibition against public consumption on City property and public rights-of-way is further limited where the City has issued an Extension of Premise Permit to a Class B alcohol beverage seller where the authorized Extension of Premises includes a public sidewalk or street.~~

R. Initiation of license use and abandonment of licenses. [Added 7-25-2023 by Ord. No. 2680]

- (1) Initiation of license use. Within 180 days from the issuance of a Class B License, the licensee shall be open for business with adequate stock and equipment. If the business does not commence within such time, the license shall be subject to revocation by the Common Council after a public hearing. The Common Council may, for good cause shown, extend the deadline for initiation of the use of the license for up to a ninety-day period. Failure to commence doing business within 180 days (and any extension permitted by the Council thereto) from the issuance of the license constitutes cause for revocation under this chapter.
- (2) ~~Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandon such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandonment" shall be defined as a continuing refusal or failure of a licensee to use the license for the purpose or purposes for which the license was granted by the Common Council, which abandonment continues for a period of 180 days. The Common Council may, for good cause shown, extend the period of permitted nonuse.~~
Abandonment of license. Any licensee granted or issued a license to sell alcoholic beverages who abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this section, "abandon" and "abandonment" shall be defined as a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the Common Council for a period of 180 days or more individually or in the aggregate during the course of any one twelve-month period. In order for the licensee to avoid a finding of abandonment their establishment must be actively operated for the sale of alcoholic beverages for consumption on site as provided for in the Class B License issued to the owner/operator, specifically the establishment shall be open for sale of alcohol to the public for consumption on

site a minimum of 25 hours per week and the licensee must main stock of alcohol to operate the bar as a going concern and such beer/liquor shall be purchased from a wholesaler. The Common Council may, for good cause shown, extend the period of permitted nonuse.

§ 152-5. Direct sellers.

- A. License required. No direct seller, or an employee of a direct seller, shall engage in direct sales within the City without being licensed for that purpose as provided herein.
- B. Definitions. As used in this section, the following terms shall have the meanings indicated: [Amended 6-19-2001 by Ord. No. 2142; 10-9-2018 by Ord. No. 2605]

CLERK

The City Clerk.

DIRECT SELLER

A person who sells goods or takes sales orders for the later delivery of goods at any location other than the permanent business place or residence of such person, partnership, association or corporation, and failure to obtain approval of the plan of operation required hereunder shall be grounds for license revocation.

GOODS

Personal property of any kind and provided incidental to services offered or sold.

MOBILE VENDOR

A person who offers goods or services for sale to the public without a permanently built structure but with a self-contained static structure by way of a vehicle or other transportation. Food trucks are considered mobile vendors.

PERMANENT MERCHANT

A direct seller who, for at least one year prior to the consideration of the application of this section to such merchant, has continuously operated an established place of business in this City or has continuously resided in this City and now does business from his residence.

- C. Exemptions. The following shall be exempt from all provisions of this section:
 - (1) Any person delivering newspapers or selling newspaper subscriptions, fuel, dairy products or bakery goods to regular customers on established routes.
 - (2) Any person selling goods at wholesale to dealers in such goods.
 - (3) Any person selling agricultural products which such person has grown.
 - (4) Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within this county and who delivers such goods in his or her regular course of business.
 - (5) Any person who has an established place of business in the City where the goods being sold are offered for sale on a regular basis and in which the buyer has initiated contact with, and specifically requested a home visit by, such person.
 - (6) Any person who has had or represents a company which has had a prior business transaction, such as a prior sale or credit arrangements, with the prospective customer.
 - (7) Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law.

- (8) Any person who claims to be a permanent merchant but against whom complaint has been made to the Clerk that such person is a transient merchant, provided that there is submitted to the Clerk proof that such person has leased for at least one year, or purchased, the premises from which he/she is conducting business or proof that such person has conducted such business in this City for at least one year prior to the date complaint was made.
- (9) Any ex-soldier of the United States and any other disabled person who meets the requirements of § 440.51, Wis. Stats.
- (10) Any person selling Christmas trees.
- (11) Boy Scouts or Girl Scouts soliciting money or donations of money.
- (12) Any students, up to and through the 12th grade of primary or secondary school, who reside in Milwaukee and Waukesha Counties, in connection with authorized school programs and activities.
- (13) Any charitable organization, society, association or corporation which is recognized as a tax-exempt charitable organization by federal and state authorities. ~~Such charitable organizations, societies, associations or corporations shall be regulated as provided in § 152-6 of this chapter. [Amended 1-23-2007 by Ord. No. 2335]~~

D. Mobile vendors. [Amended 10-9-2018 by Ord. No. 2605]

- (1) License requirement.
 - (a) Direct Sellers Permit. All mobile vendors doing business in the City will be required to obtain a direct sellers permit.
 - (b) Obtain a mobile retail license from either the State of Wisconsin or ~~from Waukesha County another jurisdiction~~. A copy of this license shall be on file with the City of New Berlin Clerk's Office.
 - (c) A copy of the direct sellers permit and mobile retail license shall be posted on the mobile unit for public view.
- (2) Parking.
 - (a) Vendors must follow all City parking regulations and posted signage.
 - (b) Vendors cannot block or restrict an individual's access to a business or residence or the driveways, alleys or access points to the parking areas for such locations.
 - (c) Operating within the public right-of-way.
 - ~~(e)~~[1] Vendors are prohibited from selling along the following rights-of-way, arterials and major thoroughfares at all times: Calhoun Road, Cleveland Avenue, Greenfield Avenue, Lincoln Avenue, Moorland Road, National Avenue, Howard Avenue, Beloit Road, Coffee Road, Lawnsdale Road, Janesville Road, Racine Avenue, College Avenue, Sunny Slope Road, 124th Street, Small Road, and Grange Avenue.
 - [2] Vendors are prohibited from selling within public right-of-way along single family residential streets without a special event

permit. Vendors must provide written evidence of the consent of all immediately adjacent property owners.

- (d) ~~Vendors are prohibited from selling within or along any City parks without the permission of the Parks, Buildings and Grounds Commission. Operating on or along City property.~~

[1] Parks, Buildings and Grounds Commission approval.

[a] Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on or along City property.

[b] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) do not require approval from the Parks, Buildings and Grounds Commission.

[2] Additional fee.

[a] An additional fee shall be collected for each event the Direct Seller is operating on or along City property.

[b] Exemptions. This additional fee shall not apply to direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.).

- (e) ~~Vendors are prohibited from selling along residential streets without the permission of the City. Operating on private property.~~

[1] No more than 2 mobile vendors are allowed to operate on private property at any given time, unless approved as part of a special event permit.

[2] For properties directly adjacent to single family residential zoning districts, excluding the right-of-way, no more than 1 mobile vendor is allowed to operate on private property at any given time, unless approved as part of a special event permit.

- (f) The vehicle utilized by mobile vendors shall be setback a minimum of 50' from the lot line of a lot with an existing restaurant or business which sells food prepared on site.

(3) Sales.

- (a) It is prohibited to make any sales from the roadway median strip, safety island or on foot into any street or roadway, including any alleys where there is vehicular traffic.

- (b) Food cannot be sold door to door.

- (c) Food cannot be sold between the hours of 10:00 p.m. and 7:00 a.m.

[1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt.

- (d) Vendors cannot place coolers on the ground or provide tables or chairs for their customers.

[1] Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt.

- (e) No vendor shall use a power source from an adjacent building, and vendors must be self-contained.
- (f) All waste shall be disposed of properly by the vendor; no organic waste shall be deposited into the City sanitary sewer system.

~~(4) Exemptions. Direct seller applicants wishing to sell on City property for City-run events (i.e., Fourth of July Festival, Beer Gardens, Winterfest, etc.) shall be exempt from the following provisions set forth in this chapter: § 152-5D(2)(d), (3)(c) and (3)(d). [Added 1-25-2022 by Ord. No. 2658]~~

E. Registration for license. [Amended 8-28-2007 by Ord. No. 2355; 10-9-2018 by Ord. No. 2605]

- (1) Application. Applicants for a license shall complete and return to the Clerk a registration form furnished by the Clerk which shall require the following information:
 - (a) Name, including middle initial, permanent address and telephone number and, if any, temporary address and telephone number.
 - (b) Age, date of birth, height, weight and color of hair and eyes.
 - (c) Name, address and telephone number of the person, firm, association or corporation that the direct seller represents or is employed by or whose merchandise is being sold.
 - (d) Temporary address and telephone number from which business will be conducted, if any.
 - (e) Nature of business to be conducted and a brief description of the goods and any services offered.
 - (f) Proposed method of delivery of goods, if applicable.
 - (g) Make, model and license number of any vehicle to be used by the applicant in the conduct of his/her business.
 - (h) Last cities, villages and/or towns, not to exceed three, where the applicant conducted similar business.
 - (i) Place where the applicant can be contacted for at least seven days after leaving this City.
 - (j) Statement as to whether the applicant has been charged or convicted of any crime or ordinance violation related to the applicant's transient merchant business, or any crime or ordinance violation pertinent to the safety of citizens, including, or of a similar nature to, fraud, burglary, robbery, assault or sexual assault, within the last five years, and a detailed explanation of the nature of the offense and place of conviction.
- (2) Required documents. Applicants shall present the following to the Clerk for examination:
 - (a) A driver's license, the number of which shall be recorded by the Clerk, or some other proof of identity as may be reasonably required.

- (b) ~~Reserved. A state certificate of examination and approval from the Sealer of Weights and Measures where the applicant's business requires use of weighing and measuring devices approved by state authorities.~~
 - (c) (Reserved)
 - (d) The applicant shall be given a copy of this section and shall sign a receipt therefor.
 - (3) Fee. At the time the registration is returned, a fee to cover the cost of processing the registration, as well as the required annual license fee, shall be paid to the Clerk. Such fees are stated in § 152-2 of this chapter.
 - (a) An additional fee shall be collected for Direct Sellers operating on or along City property for non-City sponsored events.
- F. Investigation. [Amended 10-9-2018 by Ord. No. 2605]
- (1) City Clerk to conduct. Upon receipt of each application, the Clerk will conduct a background check via the background check vendor as approved by the City Clerk. The City Clerk will review the findings upon the application and shall issue or deny the license in accordance with such findings. When the license is issued, the applicant shall pay an annual license fee as set by the Common Council, and the license shall be valid for one year from the date of issue. [Amended 1-25-2022 by Ord. No. 2658]
 - (2) Denial of license. The Clerk shall refuse to issue a license to the applicant if it is determined, pursuant to the investigation above, that:
 - (a) The application contains any material omission or materially inaccurate statement.
 - (b) Complaints of a material nature have been received against the applicant by authorities in the last cities, villages and towns, not exceeding three, in which the applicant conducted similar business.
 - (c) The applicant was convicted of a crime, statutory or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling or is a violation pertinent to the safety of citizens, including, or of a similar nature to, fraud, burglary, robbery, theft, assault and sexual assault.
 - (d) The applicant failed to comply with any applicable provision of Subsection D(2) above.
- G. Appeals. Any person denied a license may appeal the denial to the City Council. [Amended 10-9-2018 by Ord. No. 2605]
- H. Regulation of direct sellers. [Amended 8-12-2008 by Ord. No. 2384; 10-9-2018 by Ord. No. 2605]
- (1) Prohibited practices.
 - (a) A direct seller shall be prohibited from calling at any dwelling or other place between 8:00 p.m. and 9:00 a.m., except by appointment.
 - (b) A direct seller shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity or character of any

goods offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents.

- (c) No direct seller shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.
- (d) No direct seller shall make any loud noises or use any sound-amplifying device to attract customers if the noise produced is capable of being plainly heard outside a 100-foot radius of the source.
- (e) No direct seller shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.
- (f) No permit holder under this section shall call at any dwelling or in any way solicit at a dwelling where a sign has been posted indicating that solicitation is generally not permitted or is restricted to particular hours. Such sign shall be placed in a location reasonably calculated to provide notice of this restriction to the direct seller. [Amended 9-24-2019 by Ord. No. 2623]

(2) Disclosure requirements.

- (a) After the initial greeting and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of goods or services he/she offers to sell.
- (b) If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel the transaction if it involves the extension of credit or is a cash transaction of more than \$25; in accordance with the procedure as set forth in § 423.203, Wis. Stats., the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of § 423.203(1)(a), (b) and (c), (2) and (3), Wis. Stats.
- (c) If the direct seller takes a sales order for the later delivery of goods, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement; the amount paid in advance, whether full, partial or no advance payment is made; the name, address and telephone number of the seller; the delivery or performance date; and whether a guaranty or warranty is provided and, if so, the terms thereof.
- (d) Any person licensed under this section shall carry his license with him while engaged in licensed activities and shall display such license to any police officer or citizen upon request.

I. Records. The Chief of Police shall report to the Clerk all convictions for violation of provisions of this section and the Clerk shall note any such violation on the record of the registrant convicted. [Amended 10-9-2018 by Ord. No. 2605]

J. Revocation of license. [Amended 10-9-2018 by Ord. No. 2605]

- (1) Registration may be revoked by the City Council, after notice and hearing, if the registrant made any material omission or materially inaccurate statement in the application for registration; made any fraudulent, false, deceptive or misleading

statement or representation in the course of engaging in direct sales; violated any provisions of this section; or was convicted of any crime or ordinance or statutory violation which is directly related to the registrant's fitness to engage in direct selling or is a violation pertinent to the safety of citizens, including, or of a similar nature to, fraud, burglary, robbery, theft, assault and sexual assault.

- (2) Written notice of the hearing shall be served personally on the registrant at least 72 hours prior to the time set for the hearing; such notice shall contain the time and place of hearing and a statement of the acts upon which the hearing will be based.
- K. Minor employment laws adopted. Except as otherwise specifically provided in this chapter, the statutory provisions in §§ 103.21, 103.23 and 103.25, Wis. Stats., describing and defining regulations with respect to the employment of minors are hereby adopted and by reference made a part of this chapter as if fully set forth herein. [Amended 10-9-2018 by Ord. No. 2605]
- L. Use and occupancy. If a direct seller shall occupy or use vacant land or a building, use and occupancy permits shall be obtained pursuant to the provisions of Chapter 275, Zoning, of this Code. [Amended 10-9-2018 by Ord. No. 2605]
- M. Term. The term of the direct seller license shall be one year from the date of its issuance. Any renewal of the license shall require reapplication and review as provided for hereunder. [Added 8-28-2007 by Ord. No. 2355; 10-9-2018 by Ord. No. 2605]
- N. Suspensions of license. Registration may be suspended by the City Clerk pending the determination by the Common Council of the revocation of a license where the City Clerk has credible evidence that the registrant is engaged in conduct which has or may jeopardize the safety of citizens such as perpetrating a fraud or commitment of a burglary, robbery, theft, assault or sexual assault. Written notice of the suspension shall be served personally upon the registrant or, if the registrant cannot be found despite reasonable attempts to serve him/her, the notice may be tendered the registrant at the address given in its application for the direct seller license. [Added 9-27-2016 by Ord. No. 2574; amended 10-9-2018 by Ord. No. 2605]

§ 152-6. ~~Charitable solicitors.~~ Reserved.

A. ~~Permit required. Any charitable organization, society, association or corporation may solicit upon obtaining a permit subject to the regulations and conditions herein provided. Such solicitation may be for money, donations of money or property, in public places, or in private places that are not posted against such solicitation. The applicant shall furnish the City Clerk a sworn application which shall give the following information:~~

- ~~(1) Name of the organization.~~
- ~~(2) Proof that the applicant is recognized as a tax-exempt charitable organization by federal and state authorities.~~
- ~~(3) The name and address of the officers of the organization.~~
- ~~(4) The dates during which the solicitation is to be conducted.~~
- ~~(5) If an organization, a copy of the resolution authorizing the solicitation.~~
- ~~(6) Total amount of funds proposed to be raised and the use and disposition thereof.~~
- ~~(7) Identity and address of person in charge.~~
- ~~(8) Name and address of person who will disburse receipts.~~
- ~~(9) Outline of method of solicitation.~~
- ~~(10) Estimated cost of solicitation in dollars and percentage of amount collected.~~
- ~~(11) (Reserved)[1]~~

~~[1] Editor's Note: Subsection A(11), amount of wages and fees, was repealed 1-23-2007 by Ord. No. 2335.~~

- ~~(12) Financial statement for last preceding fiscal year.~~
- ~~(13) Documents showing the amounts distributed in the last fiscal year by the organization for its charitable purposes as well as the percentage that amount represents of the total amounts collected. If the organization has been in operation less than one year, a statement of the preceding operating month may be substituted in its place.~~
- ~~(14) A statement that the license will not be used or in any way represented as an endorsement by the City.~~

B. ~~Processing procedure.~~

- ~~(1) At the time the application is submitted to the City Clerk, a fee shall be paid to the Clerk to cover the cost of processing the application. Such fee may be waived by the City Council.~~
- ~~(2) The applicant shall be given a copy of this section and shall sign a receipt therefor.~~

- (3) ~~Chief of Police to conduct investigation of solicitors. Upon receipt of each application, the Clerk will refer it immediately to the Chief of Police, who will make and complete an investigation of the statements in such application and an investigation of each representative of the organization and each solicitor within one week after the application has been filed with the Chief of Police. The Chief of Police shall endorse his findings upon the application and deliver the application to the City Clerk.~~
- C. ~~Issuance of permit. Upon being satisfied that the applicant is a qualified charitable organization, that the costs of solicitation do not exceed 50% of the total collected and that none of the solicitors have been convicted of a felony, misdemeanor or other offense, the circumstances of which substantially relate to the activity of engaging in charitable solicitations, the City Clerk shall issue a license without charge except for the application fee. If not so satisfied, the City Clerk shall, within 10 days of filing, refer the application to the Common Council. Upon being satisfied that the applicant is a qualified charitable organization, that the costs of solicitation do not exceed 50% of the total collected and that none of the solicitors have been convicted of a felony, misdemeanor or other offense, the circumstances of which substantially relate to the activity of engaging in charitable solicitations, the Common Council shall order the City Clerk to issue the license. If not so satisfied, the Common Council shall deny the application.~~
- D. ~~Regulations for charitable solicitors. No charitable solicitor shall solicit:~~
- (1) ~~In groups of more than two persons for each residence called upon.~~
 - (2) ~~By holding out that the City permit is an endorsement of the solicitation in any way.~~
 - (3) ~~On the traveled portion of any public street.~~
 - (4) ~~Before 9:00 a.m. or after 9:00 p.m., but in no situation shall a charitable solicitor solicit for more than 14 nonconsecutive days in a calendar year.~~
 - (5) ~~On any premises, whether residential, commercial or industrial, that is posted in such a manner as to prohibit solicitation. Any sign or poster that contains the words "No Soliciting," "No Peddlers" or "No Peddlers or Solicitors," or a combination thereof, shall constitute a prohibition under this section.~~
 - (6) ~~By remaining on premises after being requested to leave by the owner or occupant, or any member of his family. The solicitor shall leave immediately and without protest.~~
 - (7) ~~On the grounds or in the buildings of any private or public school without the prior consent of the school authorities.~~
 - (8) ~~Outside of the authorized solicitation period, nor within 12 months thereafter.~~
 - (9) ~~By affixing a flower, pin or medallion, or similar device, to the person of another without the prior consent of such person.~~

- ~~(10) — By refusing to make change for a bill or coin of a larger denomination than the donor wishes to contribute, or by keeping more than the donor wishes to contribute.~~
- ~~(11) — Inside the public library, police station or fire station.~~
- ~~(12) — Inside the City Hall, in City parks or in or upon any other City-owned or -operated property, without the permission of the Mayor and City Council, who shall designate the areas, times and duration of solicitation, which shall not exceed two weeks for any one organization in a calendar year.~~
- ~~(13) — At a dwelling where a sign has been posted indicating that solicitation is generally not permitted or is restricted to particular hours. Such sign shall be placed either below the house street number or attached to or suspended from the mail box.~~

§ 152-9. Loudspeakers.

- A. No person shall operate any loudspeakers or sound-amplifying devices in open-air theaters, places of amusement, upon the public highways or elsewhere within the City without first obtaining a permit therefor from the ~~Chief of Police~~ City Clerk.
- B. Application for such permit shall be made in writing to the ~~Chief of Police~~ City Clerk, and ~~if he is satisfied that such~~ If the loudspeaker and sound-amplifying device will be operated at such volume and be so located as not to constitute a public nuisance, ~~he may issue a permit therefor~~ a permit may be issued.
- C. This section does not apply to public address systems and sound amplifiers operated within buildings which are completely enclosed so that the sound amplification does not cause disturbance outside of the building.
- D. Any amendment to a permit issued under this section shall require Common Council approval. In the event that any amendment to an existing permit is issued, City Clerk shall so advise the Chief of Police of that change. [Added 8-28-2007 by Ord. No. 2355]
- E. Loudspeaker Permits may only be issued for use between the hours of 9:00 a.m. and 11:00 p.m. Loudspeaker Permits outside of these hours may only be issued with the approval of the Common Council.
- F. Amplified music or noise being generated pursuant to a Permit under this Section shall only be permitted to the extent that it does not cause unreasonable disturbance to residents and businesses in the surrounding area. In the event the Police Department determines, in its reasonable discretion, that noise or music is causing an unreasonable disturbance to residents and businesses in the surrounding area, the Police Department shall have the authority to revoke the Permit and the noise/music being generated under the Permit must immediately cease.

§ 152-23. Special event permit. [Added 7-24-2018 by Ord. No. 2610]

A. ~~Definitions. As used in this section, the following terms shall have the meanings indicated:~~

~~CLASS I~~

~~A special event which may have the attributes of a Class II event but in addition meet the following criteria: more than 500 people (any/all personnel, including volunteers, vendors and attendees) attend; one or more roadways will need to be blocked off (The City Clerk may determine the event to be a Class II depending on the closure and the size of the event); City resources and/or staff are to be utilized beyond their normal required duties. Any activities under Class II permits are permissible under the Class I permit.~~

~~CLASS II~~

~~A special event in which more than 150 people (This includes any/all personnel, volunteers and attendees.) and any of the following occurs: alcohol is sold or served as a publically open event; the event will include amplified music or outdoor entertainment; any direct or indirect charge for food, merchandise or services; donations are solicited/collected.~~

~~SPECIAL EVENT~~

~~Is any event held in the City that requires the use of public streets, rights-of-way, sidewalks or City property or are otherwise likely at the discretion of the City to create substantial impacts on the operations of the City, surrounding neighbors or neighborhoods. Special events include but are not limited to sporting events, festivals, fairs, parades, walks, runs/marathons, bike-a-thons, races, markets, block parties, exhibitions, motion picture filming and other events similar in nature. "Special events" can also be classified as any event that may require public safety and City services above and beyond their normal functions. Events held on private property that are open to the public may require a special event permit if the event has a significant impact on the City's operations and residents.~~

B. ~~Permits required.~~

- ~~(1) No person or organization shall conduct a special event as defined herein within the City of New Berlin without first having obtained a special event permit. Permits are valid only for the dates, times and locations specified in the permit application. This provision shall apply to all events proposed after the date of the adoption of this section, whether or not the event in question has been a reoccurring event within the City.~~
- ~~(2) A park rental permit may be required depending on the special event location and is available through the Recreation Department.~~
- ~~(3) Permits for vendors. All vendors operating as part of a special event permit obtained under this section shall obtain and display a direct sellers permit and abide by the provisions under § 152-5 of the Municipal Code. Food trucks and mobile vendors are also required to obtain a direct sellers permit under this section.~~
- ~~(4) Charitable solicitors. All charitable solicitors operating as part of a special event permit obtained under this section shall obtain and display a charitable solicitors permit and abide by the provisions under § 152-6 of the Municipal Code.~~

- (5) ~~Permits for sale of beer/wine. The sale of beer and/or wine requires a temporary Class "B" license available through the City Clerk's office and there must be either a licensee or a person holding an operator's license on site in accordance with §§ 125.17(1), 125.32(2), and 125.68(2), Wis. Stats.~~
- (6) ~~Loudspeaker permit. Special events containing amplified music are required to obtain a loudspeaker permit from the Police Department and abide by the provisions under § 152-9 of the Municipal Code. Any variance to the hours outlined in this permit must be approved by the Common Council.~~
- (7) ~~Fireworks. Special events using fireworks must obtain a permit from the Fire Department and requires Common Council approval. Fireworks permit applicants must abide by the provisions under § 124-12I of the Municipal Code.~~
- (8) ~~Road closures. Special events requiring a road closure must obtain a road closure permit from the Police Department.~~
- (9) ~~A zoning permit from the department of Community Development and/or the Plan Commission to the extent required under Chapter 275 of the Municipal Code.~~
- (10) ~~Sign permit(s) shall be applied for with the department of Community Development pursuant to Municipal Code § 275-61.~~

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CLASS I

A special event as outlined in DHS 110.44(20r) with more than 5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS II

A special event with 501-5,000 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- City resources and/or staff are to be utilized beyond their normal required duties
- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS III

A special event with 151-500 people, including personnel, volunteers, vendors, and attendees. Some of the following may also occur:

- alcohol is sold or served as a publicly open event
- the event will include amplified music or outdoor entertainment
- any direct or indirect charge for food, merchandise or services
- donations are solicited/collected

CLASS IV

A special event with 150 people or less, including personnel, volunteers, vendors, and attendees.

SPECIAL EVENT

An event held in the City that requires the use of public streets, rights-of-way, sidewalks or City property or are otherwise likely at the discretion of the City to create substantial impacts on the operations of the City, surrounding neighbors or neighborhoods. Special events include but are not limited to sporting events, festivals, fairs, parades, walks, runs/marathons, bike-a-thons, races, markets, block parties, exhibitions, motion picture filming and other events similar in nature. Special events can also be classified as any event that may require public safety and City services above and beyond their normal functions. Events held on private property that are open to the public may be classified as a special event if there is a significant impact on the City's operations and residents.

- B. Special Event Permit. No person or organization shall conduct a special event as defined herein within the City of New Berlin without first having obtained a special event permit. Permits are valid only for the dates, times and locations specified in the permit application. This provision shall apply to all events proposed after the date of the adoption of this section, whether or not the event in question has been a reoccurring event within the City. The following permits may also be required:

(1) Park Rental Permit.

- (a) Special events held on City Property shall obtain a Park Rental Permit from the Recreation Department.
- (b) Approval from the Parks, Buildings and Grounds Commission is required.

(2) Direct Sellers Permit.

- (a) All vendors, including mobile vendors, operating as part of a Special Event Permit on City Property, public rights-of-way, and/or private property shall obtain a Direct Sellers Permit from the Clerk's Office. The permit shall be displayed. Vendors shall abide by the provisions of §152-5 of the Municipal Code.
- (b) Approval from the Parks, Buildings and Grounds Commission is required for Direct Sellers operating on City property.

(3) Temporary Class B Retailer's License.

- (a) The sale of beer and/or wine on City Property, public rights-of-way, and/or private property is prohibited unless the applicant can secure a Temporary Class B Retailer's License from the Clerk's Office. There must be either a licensee or a person holding an operator's license on site in accordance with §§ 125.17(1), 125.32(2), and 125.68(2), Wis. Stats. Applicants shall abide by the provisions of §152-4 of the Municipal Code.
- (b) Approval from the Parks, Buildings and Grounds Commission is required for all vendors selling beer and/or wine on City property.

(4) Loudspeaker Permit.

- (a) Special events containing amplified music on City Property, public rights-of-way, and/or private property shall obtain a Loudspeaker Permit from

the Clerk's Office. Applicants shall abide by the provisions of §152-9 of the Municipal Code.

- (b) Approval from the Common Council is required for any variance to the hours outlined in this permit on City Property, public rights-of-way, and/or private property.

(5) Fireworks Permit.

- (a) Special events using fireworks on City Property, public rights-of-way, and/or private property shall obtain a Fireworks Permit from the Fire Department. Applicants shall abide by the provisions of §124-12G of the Municipal Code.

- (b) Approval from the Common Council is required for fireworks on City Property, public rights-of-way, and/or private property.

(6) Temporary Use Approval Permit.

- (a) Special events on City Property, public rights-of-way, and/or private property may require a Temporary Use Approval Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-43 of the Municipal Code.

- (b) Approval from the Plan Commission/CDA may be required for special events on City Property, public rights-of-way, and/or private property.

(7) Sign Permit.

- (a) Signs on City Property, public rights-of-way, and/or private property shall obtain a Sign Permit from the Department of Community Development. Applicants shall abide by the provisions of §275-61 of the Municipal Code.

- (b) Approval from the Plan Commission/CDA is required for any sign waivers on City Property, public rights-of-way, and/or private property.

(8) Inspection Permits.

- (a) Obtain the necessary building, plumbing and electric permits from the Department of Community Development.

(9) Fire Department Permits.

- (a) Obtain necessary permits for tents, canopies, and temporary structures over 120 square feet from the Fire Department.

C. Application.

- (1) Application requirements. An application will be considered complete if it contains all the information required under this section.

- (a) Application for a Class I special event permit shall be filed with the City Clerk's office at least 90 days prior to the proposed event. (An application will not be deemed to have been filed until it is complete and contains all of the information required under this section.)

- (b) Application for a Class II special event permit shall be filed with the City Clerk's office at least 45 days prior to the proposed event.

- ~~(c) Permit fees shall be set from time to time by resolution of the Common Council.~~
- (a) Application timing.
- [1] Class I Special Event Permits shall be filed with the City Clerk's office at least 120 days prior to the proposed event.
 - [2] Class II Special Event Permits shall be filed with the City Clerk's office at least 90 days prior to the proposed event.
 - [3] Class III Special Event Permits shall be filed with the City Clerk's office at least 45 days prior to the proposed event.
 - [4] Class IV Special Event Permits shall be filed with the City Clerk's office at least 14 days prior to the proposed event.
- (b) Fees. Fees are established by the Common Council and shall be on file in the City Clerk's Office. The City Clerk may waive the permit fees for public agencies, nonprofit agencies or as deemed appropriate by the City Clerk.
- (c) Deposits for Class I Events. Application fee in the form of a deposit shall be submitted to the City for all Class I events. The deposit shall be used to cover City staff review, planning time and coordination to review the application itself and through the completion of the event. Staff will use their direct billable hours to debit the submitted deposit amount. Should the deposit itself go down to zero, the applicant shall replenish the deposit to the original amount. Any remaining deposit funds after the permit is issued or denied shall be returned to the applicant. The deposit will start at \$1,000.
- (d) The application shall include the following:
- [1] The name, address and phone number of the person, entity or organization sponsoring the event.
 - [2] The name and address of the special event sponsor's contact or agent.
 - [3] The name, date, time and location of the event in question.
 - [a] Special events in residential neighborhoods may require notification of adjacent neighbors.
 - [4] A description of the event and its purpose.
 - [5] The estimated maximum number of participants, spectators and vendors at the proposed event. If the event is a multi-day event, it should be noted the estimated attendance per day.
 - [6] Whether alcohol will be sold or served at the event.
 - [7] Whether food and/or merchandise will be sold at the event.
 - [8] Plans and description of the following, as necessary for the event:
 - [a] Amplified music or entertainment and the hours;
 - [b] Fireworks;

- [c] ~~Closure~~ The use of public streets or rights-of-way meeting the requirements of §230-6 of the Municipal Code;
- [d] Parking size and location;
- [e] Electricity and lighting plan;
- [f] Erecting tents, canopies or temporary structures;
- [g] Temporary fencing locations;
- [h] Waste/recycling collection and disposal;
- [i] Portable restrooms and hand wash stations.
- [9] Additional items to consider:
 - [a] Additional security personnel;
 - [b] Emergency plan for inclement weather;
 - [c] Potable water for consumption on site;
 - [d] Medical/first aid kits.
- [10] Certification that by signing the application, the applicant is authorized to act on behalf of the event sponsor(s).
- [11] Applicant's acknowledgement that by signing and submitting the application, they accept and comply with the provisions of § 152-23D.

(2) Application process.

- (a) ~~Upon receipt of an application for a permit~~ Within three business days of receipt of an application, the City Clerk shall ~~immediately~~ distribute the complete application to the following departments for review and recommendation: City Attorney, Police, Fire, Buildings and Grounds, Recreation, Community Development, Inspection, Emergency Management, and ~~Streets~~ Public Works. Department review and comments shall be returned to the City Clerk within 15 days of distribution of the application.
- (b) Permit review.
 - [1] The City Clerk shall review all comments and recommendations provided by the departments and determine if the event requires Board or Commission approvals. The City Clerk will follow up with the applicant to ensure the appropriate licenses and permits are obtained for the event.
 - [2] The Department of Community Development will review applications to determine if a temporary use permit may be required according to Chapter 275 of the Municipal Code. Additionally, Plan Commission or the Community Development Authority approval may be required for an event that is not customarily a permitted use under the current zoning of the property.

- [3] The City Clerk will send any permits that pertain to the sale of alcohol, merchandise, or food on City property to the Parks, Buildings and Grounds Commission for approval.
- [4] Common Council approval may be required depending on the size and scope of the special event.
- [5] The City Clerk will issue or deny the permit dependent on whether the applicant has fulfilled the requirements as set forth by the Departments and, if applicable, the boards and commissions. No permit will be issued unless it is approved by all departments.

D. Permit conditions.

- (1) Liability insurance. For a Class I or Class II event, The group sponsoring the event is required to supply the City with a certificate of liability insurance at least 30 days prior to the event. The certificate shall be written on a per-occurrence basis, and while the amount of coverage will vary depending on the size and nature of the event, the minimum coverage required by the City is \$1,000,000 and \$2,000,000 in the aggregate. The City also requires evidence of a policy endorsement naming the City of New Berlin and any and all of its officers and employees as an additional insured on a primary and noncontributory basis. ~~The City Clerk may waive the insurance requirement depending on the size and scope of the event.~~
- (2) Indemnification. The applicant and event sponsor(s) shall agree to hold the City, its officers, employees, agents and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.
- (3) City services. All requests by the applicants for City services must be made at the time of application. The applicant shall be responsible for reimbursement to the City for any city personnel, services, equipment, and facilities provided for the special event. Reimbursement costs shall be calculated to include wages, overtime and fringe benefits and is due within 30 days of receipt of invoice. The City reserves the right to require full or partial payment of estimated costs in advance. All permit, signage and barricade costs are due prior to the special event. City Clerk will prepare an invoice based on the City resources required for the event.
- (4) Cleaning/damage deposit. The applicant may be required to submit to the City a deposit ~~of \$200 for a Class I event~~ depending on the size and number of attendees. The deposit will be refunded to the applicant after an inspection of the premises is conducted and the City determines there is no loss or cleaning costs. The applicant shall be fully responsible for necessary cleanup associated with the permitted event, which must be completed no later than 12 hours after the conclusion of the event. The City reserves the right to retain the entire deposit if cleanup is not satisfactorily completed in the time frame specified.
 - (a) A deposit of \$5,000 shall be submitted for a Class I Special Event.
 - (b) A deposit of \$200 shall be submitted for a Class II Special Event.
- (5) Site requirements.

- (a) All tents, canopies or temporary structures over 120 square feet require Community Development Department approval and must apply for a permit with the Fire Department.
- (b) Electricity requirements will be reviewed by the Community Development Department's Inspection Services to determine if an inspection is needed. Electric service must meet all City of New Berlin Code requirements.
- (c) Attendees and staffing shall not exceed the maximum number, which can reasonably attend at the location of the special event.
- (d) It is the responsibility of the special event sponsor for arranging any inspections required to meet these standards or requirements prior to the event. Any fees for such inspections shall be the responsibility of the special event sponsor.
- (e) No staking or poles other than fasteners may be placed in any City street.
- (f) Special events requiring a road closure shall comply with §230-6 of the Municipal Code.
- (6) Notification to residents. The City may require that the permit holder provide written notice 15 days¹ in advance of the special event to any property owners or tenants as determined during the City department's¹ review. Notice shall include the type of event, name of the special event sponsor(s), date, time and location, event coordinator's name and contact information during the event.
- (7) Class IV Special Events. The following regulations shall apply for Class IV Special Events, including Neighborhood Block Parties:
 - (a) An applicant that requests the blockading of a public street, but only for a period of less than 12 hours and for recreational purposes.
 - (b) The applicant shall provide evidence of written consent of not less than 80% of the property owners abutting the portion of the street to be closed. The applicant is also required to provide evidence that all abutting property owners have been advised of the request for closure.
 - (c) The blockade of a public street may only be of a neighborhood street, not City arterials. The applicant shall be required to provide a map showing the portion of the City street to be closed and where the barricades will be placed.
 - (e) Applicant must be the owner of a property on the street where the block party is to be held and must assume responsibility under the permit for the event and compliance with all City Ordinances, the clean-up of the public right of way after the event and that all City barricades are returned within 48 hours of the end of the event.
 - (f) Barricades to close the street must remain in place at all times during the block party; however, the applicant must ensure that a drive lane through the blockaded street area of not less than 15' in width shall be provided so that all City emergency service vehicles are able to access property within the blocked street.
 - (g) If alcohol is being served at the event, it may be to only persons of age and there must be no providing of alcohol to any uninvited guests. No alcohol can be sold to any person.

- (h) Grills may be permitted in the right-of-way subject to the other limitations of this section. However, smokers, fireplaces, fire pits and chimineas are prohibited. Inflatable play structures are also prohibited from being within the public right-of-way.
- (i) All waste and debris must be cleaned up and properly disposed of after the event ends. Public rights-of-way must be restored to the condition that existed prior to the commencement of the event.
- (j) If complaints are received by the Police Department which are not satisfactorily resolved, the Police Department shall have the authority to revoke the permit and to terminate the event.
- (k) A permit request may be denied if complaints have been received regarding Class IV Special Events on the same street in the past, or if the applicant has failed to comply with the requirements of any City Permits in the past.
- (l) Class IV Special Events shall not occur on holidays.

- E. Termination of an event. The City reserves the right to shut down a special event that is in progress if it is deemed a public safety hazard and/or public nuisance by police services and/or Fire Department and/or Emergency Management and/or there is a violation of City ordinances, state statutes or the terms of the applicant's permit. The City Clerk and/or his/her designee may revoke an approved special event permit. Note: there are also revocation, enforcement and penalties provided for in Article X in § 275-66, 275-67, 275-68, and 275-69. If the zoning permit/temporary use permit is revoked, there ceases to be an event.
- F. Denial of permit.
 - (1) The event will disrupt traffic within the City beyond practical solution.
 - (2) The event will create a likelihood of endangering the public.
 - (3) The event will interfere with access to emergency services.
 - (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents.
 - (5) The event will require the diversion of City resources that would unreasonably affect the maintenance of regular City service levels.
 - (6) The application contains incomplete or false information.
 - (7) The application fails to provide proof of insurance when required.
 - (8) Inadequate provision for garbage or debris removal.
 - (9) Inadequate provision of temporary restroom facilities.
 - (10) Inadequate provisions for parking.
 - (11) A denial of a permit by the Parks Buildings and Grounds Commission where the event is no longer viable.
 - (12) A denial of a temporary use permit by the Department of Community Development or the Plan Commission/Community Development Authority.
 - (13) Applicant fails to submit the required fees and/or deposit.

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

MEMO FROM: Gregory Kessler, AICP – Director of Community Development

DATE: May 14, 2024

ISSUE: Approval of Ordinance 2693 to amend Chapter 230 of the Municipal Code, *Streets and Sidewalks*.

REQUESTED: Discussion and possible action to recommend to Common Council approval of Ordinance 2693 to amend Chapter 230 of the Municipal Code, *Streets and Sidewalks*.

RATIONALE: The purpose of the revisions is to further define Special Events within the City. See attached draft ordinance.

- § 230-6B: Special Event Permits shall be obtained from the Clerk's Office.

ORDINANCE NO. 2693**ORDINANCE TO AMEND CHAPTER 230 (STREETS AND SIDEWALKS) OF THE
MUNICIPAL CODE OF THE CITY OF NEW BERLIN**

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

Section 230-6 of the Municipal Code of the City of New Berlin is hereby amended to read as follows:

- A. Loitering. No person shall stand, sit, loaf or loiter or engage in any sport or exercise on any public street, sidewalk, bridge or public ground within the City in such manner as to prevent or obstruct the free passage of pedestrian or vehicular traffic thereon or to prevent or hinder free ingress or egress to or from any place of business or amusement, church, public hall or meeting place, except upon such portions of any public street where barricades have been installed as provided in Subsection B of this section.
- B. Exceptions. Temporary barricading of streets for recreational purposes. Any property owner may apply to the Clerk's Office for a Special Event Permit to use a portion of the public street adjacent to their property for recreational purposes to be conducted by the applicant, pursuant to §152-23 of the Municipal Code. If the Clerk's Office determines that such permit shall be granted, barricades shall be obtained by the applicant from the Department of Public Works and shall be installed by the applicant upon those portions of the street to be used for recreational purposes, and such barricades shall be installed in such a manner as to prevent vehicular traffic upon such sections of the public street upon which such recreational activities are to be conducted, except that such barricades shall be readily removable in case of required use of the portions of the street barricaded by emergency vehicles. The applicant shall install the barricades immediately prior to the commencement of the recreational activities for which such permit is granted and shall remove the same at the termination of such permit and return the same to the Department of Public Works. The applicant shall be responsible for any damage to barricades and shall reimburse the City therefor as determined by the Department of Public Works.

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION III

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 14th day of May, 2024.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

§ 230-6. Loitering in streets, sidewalks and public places prohibited; exceptions.

- A. Loitering. No person shall stand, sit, loaf or loiter or engage in any sport or exercise on any public street, sidewalk, bridge or public ground within the City in such manner as to prevent or obstruct the free passage of pedestrian or vehicular traffic thereon or to prevent or hinder free ingress or egress to or from any place of business or amusement, church, public hall or meeting place, except upon such portions of any public street where barricades have been installed as provided in Subsection B of this section.
- B. Exceptions. Temporary barricading of streets for recreational purposes. Any property owner may apply to the ~~Police Department Clerk's Office~~ for a ~~Special Event p~~Permit to use a portion of the public street adjacent to ~~his~~their property for recreational purposes to be conducted by the applicant, pursuant to §152-23 of the Municipal Code. If the ~~Chief of Police Clerk's Office~~ determines that such permit shall be granted, barricades shall be obtained by the applicant from the ~~Highway Department~~ Department of Public Works and shall be installed by the applicant upon those portions of the street to be used for recreational purposes, and such barricades shall be installed in such a manner as to prevent vehicular traffic upon such sections of the public street upon which such recreational activities are to be conducted, except that such barricades shall be readily removable in case of required use of the portions of the street barricaded by emergency vehicles. The applicant shall install the barricades immediately prior to the commencement of the recreational activities for which such permit is granted and shall remove the same at the termination of such permit and return the same to the ~~Highway Department~~ Department of Public Works. The applicant shall be responsible for any damage to barricades and shall reimburse the City therefore as determined by the ~~City Highway Department~~ Department of Public Works. ~~No fee shall be charged for such permit.~~

RESOLUTION NUMBER 2024-09

A RESOLUTION TRANSFERRING FUNDS FROM CONTINGENCY TO THE HUMAN RESOURCES DEPARTMENT BUDGET TO CONTRACT A SALARY STUDY

WHEREAS, the city hasn't done an employee classification and compensation study since 2015 and the organization and compensation environment has changed substantially since then. The goal of the study is to ensure employees are compensated properly. This will help with both the retention of current employees and recruiting for open positions.

WHEREAS, It was determined that \$24,836 as the amount needed to fund the first year of the contract.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be reallocated as follows:

TRANSFER FROM

16000000-56120	CONTINGENCY	\$24,836
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TRANSFER TO

15040000-52010	HUMAN RESOURCES – PROFESSIONAL FEES	\$ 24,836
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 14th day of May 2024.

David Ament, Mayor

Countersigned:

Rubina M Medina, City Clerk

DATE: May 12, 2024

TO: Mayor Ament
Common Council

FROM: Mayor Ament
Melissa Beck, Human Resource Director
Ralph Chipman, Director of Finance

REQUESTED ACTION:

Recommendation to Council to approve the agreement with GovInvest to conduct a classification & compensation review.

FISCAL IMPACT:

The first year of the contract will begin in 2024 upon acceptance of the contract, and will be funded by a transfer from contingency, the remaining installments will be budgeted for in 2025 & 2026.

RATIONALE:

The City has not conducted an employee classification and compensation review since 2015. It is best practice to review compensation every 3-5 years. Multiple surrounding communities have been conducting compensation reviews and it has become evident that the City of New Berlin lags in our efforts to remain competitive with our compensation. In order to conduct the review and have continually updated information over the next three years, we have chosen to partner with GovInvest. GovInvest will obtain data from our comparators and compile it into a system that we will have access to on an ongoing basis.

ATTACHMENTS:

GovInvest Statement of Work

SaaS Licensing Agreement GovInvest

City of New Berlin, WI

May 12, 2024

MASTER SERVICE AGREEMENT

This Master SaaS Services Agreement ("Agreement between GovInvest, Inc. ("Company"), and City of New Berlin, WI ("Client") effective May 02, 2024. This Agreement includes and incorporates each Summary of Services and Implementation, the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation, or similar form, even if signed by the parties before or after the date hereof.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Company shall provide the services identified in the Services section of each Summary of Services and Implementation (as defined below) attached to this Agreement (the "Services")
- 1.2 Client and Company shall mutually agree upon the Services to be performed by Company under this Agreement in a written summary of services and implementation (each, a "Summary of Services and Implementation"), in the form attached hereto as Exhibit A. Each Summary of Services and Implementation shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein, except as otherwise set forth in the applicable Summary of Services and Implementation. In the event of any conflict between this Agreement and a Services and Implementation, such Services and Implementation shall govern.
- 1.3 The initial Summary of Services and Implementation is hereto referred to as Schedule 1.
- 1.4 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Client will identify an administrative username and password for Client's account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.
- 1.5 Subject to the terms hereof, Company will provide Client with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Client will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software nor use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (except to the extent expressly permitted in writing by Company or authorized within the Services); or remove any proprietary notices or labels.
- 2.2 Further, Client shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Client shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.

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- 2.3 Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's failure to comply with the terms of this Agreement or otherwise from Client's use of Services. Although Company has no obligation to monitor Client's use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Client's use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.
- 2.4 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent. Notwithstanding the foregoing nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

3. **CONFIDENTIALITY; PROPRIETARY RIGHTS**

- 3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes non-public data ("Client Data") provided by Client to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief. Notwithstanding the foregoing, any documents or data received by the City is considered a public record and therefore is subject to disclosure under the WI public records law subject only to limited restrictions as set forth under WI law. Any confidentiality obligation is subject to and limited by the WI public records law.

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- 3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Client's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Client a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.
- 3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.
4. **PAYMENT OF FEES**
- 4.1 Client will pay Company the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Client's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Client shall be billed for such usage and Client agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's Client support department.
- 4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice unless otherwise specified in the terms. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.
- 4.3 Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at \$600/hour for executive-level work, \$425/hour for FSA-level work, \$300/hour for ASA-level work, \$200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Client. Explicit written consent must be obtained and agreed upon for additional fees.
- 4.4 Company will charge additional fees, which are set at \$250/hour, if, after the Effective Date, Client: (i) changes its actuarial assumptions provided to Company, (ii) changes actuaries, (iii) provides Company with data that differs from the initial data provided by Client to the Company, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan. Explicit written consent must be obtained and agreed upon for additional fees.
- 4.5 Company may incur business license fees that are mandated by Client. Client agrees to reimburse Company for said fees.

4.6 Company may incur costs for adding Client as additional insured to Company's existing insurance policies in order to comply with Client's insurance requirements. Client agrees to reimburse Company for said costs.

4.7 Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Client's insurance requirements. Client agrees to reimburse Company for said costs.

5. **TERM AND TERMINATION**

5.1 Subject to Section 5.3, this Agreement shall commence on the Effective Date and continue for one (3-year) ("Initial Term"), and thereafter shall renew for successive additional one (1) year renewal terms (each a "Renewal Term"), unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

5.2 Each Summary of Services and Implementation shall be effective upon the date set forth in such Summary of Services and Implementation and continue the end of the then current Term, and thereafter shall renew for successive additional one (1) year renewal terms, unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew.

5.3 In addition to any other remedies it may have, either party may terminate this Agreement and/or any Summary of Services and Implementation upon thirty (30) days written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement or such Summary of Services and Implementation. Client will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement and the Summary of Services and Implementation which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit D. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **INDEMNITY**

Company shall hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Client

specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

8. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Client's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. For the purposes of this paragraph "prevailing party" is considered to be the party which upon court judgment is found to have rulings in its favor on the majority of its claims or defenses. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery

service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Client otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

SUMMARY OF SERVICES AND IMPLEMENTATION

This Summary of Services and Implementation (this "SSI") is entered into on the below execution date between GovInvest, Inc. ("Company"), and the Client listed below, pursuant to the terms of that certain Master Services Agreement (the "Agreement"), by and between Company and Client.

Client:

City of New Berlin, WI by Melissa Beck, Human Resources Director

3805 S Casper Drive New Berlin, WI 53151

mbeck@newberlin.org

262-797-2447

Services:

Product	One-time Implementation Fee	Annual Fee
Live Compensation	\$5,700	\$19,136
Year One Total Cost	\$5,700	\$19,136

This pricing is good until May 31, 2024

Company will use commercially reasonable efforts to provide Client the services described in accordance with the terms herein, and Client shall pay Company the Implementation Fee in accordance with the terms herein. The Client's obligation to pay these fees are subject to the New Berlin Common Council's approval of a budget and tax levy to support it and if that does not occur this Agreement may be terminated.

The terms and conditions of this SSI are hereby incorporated into and made a part of the Agreement. All waivers and modifications in this SSI must be in a writing signed by both parties, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, this Summary of Services and Implementation has been executed and delivered by the parties hereto by their duly authorized officers as of the date first set forth above.

GOVINVEST INC.:

City of New Berlin, WI:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Exhibit B

Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Client requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Client's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Client 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Client (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Client must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Company will provide Technical Support to Client via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Client may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT D
Disclaimer of Software Analysis

Company does not warrant that operation of the Software shall be uninterrupted or error free except as stated above. The Customer is solely responsible for the accuracy and integrity of its own data, reports, documentation, and security. NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY COMPANY WITH RESPECT TO THE SOFTWARE, COMPANY'S SERVICES OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND COMPANY SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Because the calculations performed by the Software partially depend for their accuracy on the Customer's input, Company is not responsible for the correctness, accuracy, reliability, currency or otherwise of the output of the Software resulting from Customer's input, and makes no warranty with respect thereto. Customer assumes all risk of using the output of the Service and Software in Customer's business. The results reflected in the Software are mathematical estimates of future events based on information provided/available and assumptions that may not materialize. Subsequent measurements will differ, possibly materially, from these estimates due to differences in assumptions, methods, plan demographics, provisions and assets/returns, or other new information. Future costs and those associated with potential plan changes will change depending on the actual experience that emerges. Results shown in the software are not Statements of Actuarial Opinion and are for illustrative purposes only. Neither Customer, nor any other party receiving or reviewing the data, may rely on these calculations as indicative of future results. In situations where Company is providing input data, there is no guarantee of the completeness of collection of data. The company makes every effort to obtain as much relevant data as possible to facilitate meaningful comparisons with like data, but you should consider this inherent limitation when relying on the information provided by Company's Services. Company does not provide any warranty, either express or implied, including but not limited to any non-Company software installed on Customer's computer equipment, for the performance of Customer's selected Internet services, and for the performance of Customer's computer equipment or Customer's network system. The integration of the Software with any other application used by Customer is dependent on many factors beyond the control of Company, and the inability of the Software to integrate with such applications shall not be construed as a failure of the Software, or that the Software is defective.

EXHIBIT E

Statement of Work (SOW)

1 Executive Summary

City of New Berlin, WI ("Client") has engaged GovInvest to deliver Live Compensation and associated support services ("Services").

2 Service Description

GovInvest will provide the following Services to the Client.

- An online software platform customized with client's scoped classification and comparator project. Compensation information in the platform can be used to assess market positioning and compensation rates in anticipation of labor negotiation discussions and recruitment/retention efforts. The platform provides the ability to:
 - Review market compensation rates sourced from the following client and comparator documented disclosures:
 - Salary ranges/pay scales/schedule(s) for all classifications at respective agency.
 - Job descriptions for all classifications to be included in the project.
 - MOUs/Labor Agreements/Personnel Policies detailing various special .pays/allowances/PTO/etc.
 - Employer contributions toward medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).
 - Execute/refine position matching comparisons.
 - Benchmark compensation for new/expected/TBD classifications.
 - Run multiple scenarios for potential matches/groups.
 - Export reports for further analysis.
- Devoted software implementation specialist(s) to support Client on the following:
 - Configuration, validation, and training of the software.
 - Data file collection for populating the platform.
 - Ongoing support to the Client's identified stakeholders.

2.1 In Scope

The following services are in scope for the statement of work.

- Live Compensation
 - Live Compensation for 50 classifications and 14 comparators. Baseline data to be created/referenced using January/July of the respective fiscal year.
 - Capacity to swap a limited number of comparators as needed and upon mutual agreement.

2.2 Deliverables

The following deliverables will be provided to the Client as digital documents or as accessible online services and documents.

- The Live Compensation software module will contain a single online project for Client. The project deliverable will contain an online dashboard equipped with compensation information disclosed in agency source documents for classifications and comparators to be included as part of the Client Agreement, the purchased package being Salary Software Only.

2.3 Project-Specific Client Responsibilities

GovInvest is counting on Client to provide the following:

- Live Compensation
 - A list of classifications from the client to be included in the software for benchmarking
 - A list of comparator agencies whose data is to be included in the Live Compensation Module
 - If client wishes to have GovInvest generate a peer group on behalf of the Client instead, then GovInvest will do so for an additional enhancement cost.
 - Compensation data from the client covering the following elements:
 - Salary schedule(s) for all classifications to be included in the study.
 - Job descriptions for all classifications to be included in the study.
 - MOUs/Labor Agreements/Personnel Policies detailing various special pays/allowances/PTO/etc.
 - Employer contribution amounts towards medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).

2.4 Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Notably, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Live Compensation
 - GovInvest's creation of models beyond those noted in Sections 2.1 and 2.2.
 - Updating compensation data more than 3 times per calendar year.
 - Position matching performed by GovInvest for software-only packages (i.e., no additional enhancement costs scoped out for project).
 - Assessing fiscal impact of potential pay changes following market review.
 - Requesting additional data points related to benefits that are not being included/accounted for already (i.e., requesting data of pay/shift differentials, non-paid leaves, pension amounts, etc).
 - Comparing budget sizes of agencies.
 - Comparing/providing feedback of if new classifications should be created and/or changes to outdated job descriptions.

2.5 Project Milestones & Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated.

Live Compensation

The estimated project duration is 12-20 weeks from Kickoff meeting to Go-live meeting. Project duration is subject to the Client providing the necessary compensation data and scope inputs (classification/comparator list) as outlined in the project management timing agreed herein or during the project kickoff meeting.

Milestone	Expected Duration	Target Completion Date
Kickoff meeting	<1 week	May 16, 2024
Data collection	4 - 6 weeks	To be set at Kickoff Meeting
Configuration - Salary	1 – 2 weeks	To be set at Kickoff Meeting
Validation 1	<1 weeks	To be set at Kickoff Meeting
Training - Salary	<1 week	To be set at Kickoff Meeting
Configuration - Benefits	6 - 8 weeks	To be set at Kickoff Meeting
Validate 2	1 - 2 weeks	To be set at Kickoff Meeting
Training - Benefits	<1 week	To be set at Kickoff Meeting
Go-Live meeting	<1 week	Jul 19, 2024

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a reflection of the total man hours/effort involved for this engagement. For a GovInvest Analyst's customized job matching enhancement, timing will be scoped separately in anticipation of the Kickoff Meeting. Also, Training and Go-Live Meetings may be combined into a single meeting for efficiency at the client's request.*

2.6 Project Management

GovInvest to provide the following project managements services:

- Manage project scope and schedule with Client per this Statement of Work.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Develop and execute change requests as necessary to account for changes in project scope, schedule, and or cost as needed.

2.7 Resources and Skills

Client will provide staff resources to lead implementation work for this project. These resources will participate and be responsible for all required steps associated with implementation of this project. The GovInvest staff member leading the implementation of each platform module will be identified during the project Kickoff meeting with the Client.

The GovInvest resources are responsible for the overall execution of the project, including: Analysis, data collection, configuration, build, test, validation, monitoring progress against schedule, acting as the interface between the broader GovInvest team and Client, and scheduling project meetings.

2.8 Project Location

GovInvest will provide resources for all steps of the project via Microsoft Teams or similar web conferencing service.

2.9 Project Acceptance

On completion of the implementation project, GovInvest will send a Project Acceptance Email indicating completion and requesting client's confirmation of completion. The Project Acceptance email will be sent to the person specified during the project Kickoff meeting if other than the Client's project Sponsor. Client's positive response to the Project Acceptance Email signifies Client's final acceptance of the work and agreement that all Deliverables have been completed in accordance with the SOW. If the Client does

not accept the Deliverables, then Client shall respond via email within fifteen calendar days following the send date of the Project Acceptance Email and state specifically which Deliverables were not Final Accepted and why. A GovInvest representative will follow up within 5 days and work with the Client to address specified shortcomings.

If Client does not respond to the Project Acceptance Email within fifteen calendar days after the date it is sent, Client shall be deemed to have accepted the Deliverables, and consequently, the remainder of the Services, and GovInvest will invoice the Client for the remainder of the price due to GovInvest, if any.

3 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between GovInvest and Client; whichever date is later. Should you require more aggressive scheduling, please contact GovInvest to determine availability.
2. Client is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. GovInvest is not responsible for delays caused by systems, personnel, or environmental causes, outside of its control, or in receiving data from Client.
4. Any restrictions or requirements regarding the GovInvest consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Client. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM GovInvest Lead local time. Any work performed outside these hours must be previously agreed upon by both parties.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

4 Client Responsibilities

Both Client and GovInvest are responsible for the successful execution of this engagement. Prior to the start of this SOW, Client will indicate to GovInvest in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Client Contact"). The Client Contact is responsible for the following:

-
1. Performing a full working backup prior to the commencement of services as GovInvest is not responsible for lost data.
 2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
 3. Managing change request communications on behalf of the Client team.
 4. Making the necessary administrative usernames and passwords available to GovInvest if required for the successful completion of project.
 5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
 6. Providing the necessary workspace and network access to provide the above services.
 7. Providing access to building(s) and room(s) if required for the successful completion of project.
 8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
 9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
 10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). GovInvest may request that meetings be scheduled with Technical Contacts.
 11. Informing GovInvest of all access issues and security measures and providing access to all necessary hardware and facilities as required.
 12. Having the authority to resolve conflicting requirements.
 13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within the GovInvest organization, if required.

Dependent upon the implemented module(s), client will provide certain individual resources for this project effort as determined by the GovInvest Project Lead. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate.

5 GovInvest Responsibilities

GovInvest shall provide the Services and the GovInvest Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. GovInvest will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, GovInvest shall:
 - a. keep the Client Contact and Client Participants advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Client to periodically review the work of GovInvest personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which GovInvest shall provide to Client upon Client's request.

6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule, or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration until Project Go-Live.

Under the Change Control Process, a "Change Request" email will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

GovInvest and Client will review the change request. Both parties must agree to the Change Request via email to authorize its implementation.

7 Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Client's Team.

In the Kickoff Meeting, the contents of the SOW will be reviewed. This is an opportunity for Client's team(s) involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the Kickoff Meeting, minutes of the Kickoff Meeting, based on discuss during the meeting, will be distributed to Client. Any changes to the project will be documented in these minutes. If a Change Orders is necessary due to scope-of-work changes discussed during the Kickoff Meeting as compared to the scope of work noted in this document, the Change Orderat process will be initiated after the Kick-off Meeting.

8 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the GovInvest Masters Services Agreement (the "Agreement"). In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of the Services to be delivered. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

9 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside GovInvest's organization. If a contract is awarded to GovInvest as a result of or in connection with the submission of this document, GovInvest shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between GovInvest and Client. This restriction does not limit GovInvest's right to use information contained in this document if it is obtained from another source without restriction.

10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. Client's and GovInvest's signature below authorizes GovInvest to begin the Services described above.

City of New Berlin, WI		GovInvest	
Name		Name	

Title		Title	
Signature		Signature	
Date		Date	
		SOW#	