



Committee of the Whole MEETING AGENDA

June 11, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published: 6/7/24

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 May 14, 2024, Committee of the Whole Meeting Minutes
4. **UTILITY & FINANCE**
 - A. Discussion and recommendation to Common Council approval of the May 29th, 2024, Water Utility claims in the amount of \$138,348.64, Sewer Utility claims in the amount of \$11,888.61 and General City claims in the amount of \$377,153.29
 - B. Discussion and recommendation to Common Council approval of the June 12th, 2024, Water Utility claims in the amount of \$11,689.59, Sewer Utility claims in the amount of \$70.55, and General City claims in the amount of \$364,993.56. US Bank VISA EFT of \$39,884.19 and WE Energies EFT of \$66,720.01
5. **LICENSES & PERMITS**
 - A. 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 applications on file and subject to meeting all requirements
 - B. Discussion and possible action to recommend to Common Council approval of a Producer Full-Service Retail Sales Application to Kowalske Brewing, dba Component Brewing for the Father's Day Open House event to be held at the New Berlin Historical Society on June 16, 2024
 - C. Discussion and possible action to recommend to Common Council approval of a Producer Full-Service Retail Sales Application to Kowalske Brewing, dba Component Brewing for the Ice Cream Social event to be held at the New Berlin Historical Society on July 14, 2024
6. **MISCELLANEOUS**
 - A. Finance Department Update
 - B. Set goals and directives for the 2025 budget, including tax levy target
 - C. Discussion and possible action to recommend to Common Council approval of an RAS for the renewal of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2024 and 2025 growing seasons for the property located approximately at 5851 S. Sunny Slope Road (Tax Key #: 1289.997.001).

- D. Discussion and possible action to recommend to Common Council approval of an Requested Action Statement for the approval of a Land Rental Agreement between the City of New Berlin and the University of Wisconsin-Madison for installation of a weather station.
- E. Discussion and possible recommendation to Common Council approval of the agreement between the City of New Berlin and the Professional Firefighters of Wisconsin Charitable Foundation, Inc. (PFFWCF) to utilize the area adjacent to Fire Station No. 1 and the Streets building parking lot for the 2024 Ride to Burn Camp, to be held on August 13, 2024, from 5 pm to 5:45 pm. This approval is contingent upon PFFWCF providing the City with an approved Certificate of Insurance and Liability Policy Endorsement document, both of which must be approved by the City Attorney
- F. Discussion and possible recommendation to Common Council approval of the "Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin" as submitted by the City of Milwaukee and contingent on the Chief of Police executing/submitting the Agreement to the City of Milwaukee
- G. Discussion and recommendation to Common Council approval of Mathew Newman as the New Berlin School District representative on the Safety Commission

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

May 14, 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

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

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

Excused: None

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

3. APPROVAL OF MINUTES

A. Discussion and recommendation to Common Council approval of April 23, 2024, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

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

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

MOTION: Motion to approve

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

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

MOTION: Motion to approve

VOTE: Motion by: Maxey
Second by: Stribl

Motion 7-0

- 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
MOTION: Motion to approve

VOTE: Motion by: Hopkins
Second by: Kroupa
Motion 7-0
- 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
MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Maxey
Motion 7-0
- 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
MOTION: Motion to approve

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

6. MISCELLANEOUS

- A.** Election of Council President
Mayor Ament asked for nominations.
Ald. Maxey nominated Ken Harenda

MOTION: Motion to close nominations

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

MOTION: Motion to approve the appointment of Ken Harenda as Council President

VOTE: Motion by: Maxey
Second by: Kroupa
Motion 7-0
- B.** Discussion and recommendation to Common Council approval of Justin Schulpius as the Fire Department representative on the Safety Commission
MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Horbinski
Motion 7-0
- 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
MOTION: Motion to defer to next meeting

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

- 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
MOTION: Motion to approve

VOTE: Motion by: Harenda
Second by: Maxey
Motion 7-0
- 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
MOTION: Motion to table

VOTE: Motion by: La Fever
Second by: Stribl
Motion 7-0
- F. Discussion and recommendation to Common Council to approve entering into an agreement with GovInvest to conduct a classification and compensation review
MOTION: Motion to table

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

7. ADJOURN

MOTION: Motion to adjourn at 6:10 pm

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

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

RENEWAL ALCOHOL LICENSE APPLICANTS

Council Meeting Date: June 11, 2024

The individuals below hereby apply to the City of New Berlin Common Council for an Alcohol License as described below, subject to Wisconsin Statutes and City of New Berlin Ordinances, for the period ending June 30, 2025. Licenses are issued by the City Clerk pending all requirements being met and fees paid.

Page: 1

Trade Name	Invited Agent	Applying for License
1. Baler's LLC 13327 W Greenfield Ave New Berlin, WI 53151	Rebekah J. Capps W177S6981 Wildwood Dr Muskego, WI 53150	RESERVE "Class B" - Combo
2. Cleveland Pub, Inc. 14000 W. Cleveland Ave. New Berlin, WI 53151	Joseph L. Giese 14560 W Fairfield Ct New Berlin, WI 53151	"Class B" - Combo
3. Family Entertainment, LLC 100 E. Wisconsin Ave. Suite 1900 Milwaukee, WI 53202	Mark Anthony Peterson, Sr. 8093 N. Edge O Woods Dr. Brown Deer, WI 53223	"Class B" - Combo
4. GWI Ventures LLC 2900 S 163rd Street New Berlin, WI 53151	Ivan Petrovic 5841 Wyndham Ct Mount Pleasant, WI 53406	Class "B" - Beer
5. Matty's Bar & Grille Inc. 14460 W College Ave New Berlin, WI 53151	Matthew L. Anderson 5405 S. Sunnyslope Rd. New Berlin, WI 53151	"Class B" - Combo
6. Mustang Shelly's Roadhouse, Ltd. 18540 W. National Ave. New Berlin, WI 53146	Michele E. High 6040 S. Martin Rd. New Berlin, WI 53146	"Class B" - Combo
7. Quick Trip Pantry, Inc. 16401 W Greenfield Ave New Berlin, WI 53151	Resham K. Singh 1415 S. 164th St. New Berlin, WI 53151	"Class A" Retail - Combo
8. RK One 12401 W. Beloit New Berlin, WI 53151	Resham K. Singh 1415 S. 164th St. New Berlin, WI 53151	"Class A" Retail - Combo
9. Senor Luna LLC 1901 S. Calhoun Rd. New Berlin, WI 53151	Kevin E. Larson 1901 S. Calhoun Rd. New Berlin, WI 53151	"Class B" - Combo

RENEWAL ALCOHOL LICENSE APPLICANTS

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Page: 2

Trade Name	Invited Agent	Applying for License
10. Speedway LLC - Licensing Dept P.O. Box 1580 Springfield, OH 455011580 Speedway LLC - Licensing Dept Speedway LLC - Licensing Dept Speedway LLC - Licensing Dept	Adam J. Novak 9730 W Montana Ave West Allis, WI 53227 Jody Romano Adam J. Novak Jody Romano	Class "A" Retail - Beer Class "A" Retail - Beer "Class A" Retail - Hard Cider Only "Class A" Retail - Hard Cider Only
11. Tail Spin, LLC. W174 S6986 Hiawatha Drive Muskego, WI 53150 Tail Spin, LLC.	Jennifer Halverson W174 S6986 Hiawatha Drive Muskego, WI 53150 Jennifer Halverson	"Class B" - Combo "Class B" - Combo
12. Ultra Mart Foods LLC P.O. BOX 473 Milwaukee, WI 53201	John Stachowiak W242S10260 Meadow Circle Big Bend, WI 53103	"Class A" Retail - Combo
13. West Side Pub Inc. 20385 W National Ave New Berlin, WI 53146	Michael J. Jost 1613 Grey Fox Trail, Unit D Mukwonago, WI 53149	"Class B" - Combo

Part A: Producer Information

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

2. Business Name or DBA

3. Agent Name

4. FEIN

5. Wisconsin Seller's Permit Number

6. Wisconsin Producer Permit Number

7. Producer Type

☐ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier

8. Contact Person's First Name

9. Last Name

10. M.I.

11. Contact Person's Phone

12. Contact Person's Email

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery

- ☐ Less than 250 barrels
☐ 250 - 2,499 barrels
☐ 2,500 - 7,499 barrels
☐ 7,500 or more barrels

Manufacturer/Rectifier

- ☐ Less than 1,500 liters
☐ 1,500 - 4,999 liters
☐ 5,000 - 34,999 liters
☐ 35,000 or more liters

Winery

- ☐ Less than 1,000 gallons
☐ 1,000 - 4,999 gallons
☐ 5,000 - 24,999 gallons
☐ 25,000 or more gallons

Calendar year:

Calendar year:

Calendar year:

Quantity:

Quantity:

Quantity:

Complete only ONE of Part C, D or E.**Part C: Request for Full-Service Retail Sales at the Production Premises**

1. Start Date

2. Production Premises Address

3. City

4. State

5. Zip Code

6. County

7. Governing Municipality ☐ City ☐ Town ☐ Village
of: _____**Part D: Request for Fixed Full-Service Retail Outlet**1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name

3. Current Outlet Premises Address

4. City

5. State

6. Zip Code

7. County

8. Governing Municipality ☐ City ☐ Town ☐ Village
of: _____

9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas 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.			
20. Will you operate a restaurant on the premises? ☐ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)		
2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation	
4. Premises Address		
5. City	6. State	7. Zip Code
8. County	9. Governing Municipality ☐ City ☐ Town ☐ Village of: _____	
10. Organizer of Event (if not the named applicant)	11. Email and/or Phone Number for Organizer of Event	
12. Organizer Website	13. Event Website	
14. Premises Description - Describe the building or buildings and any outside areas 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.		
15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
18. Will you operate a restaurant on the premises? ☐ Yes ☐ No		
19. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption		

Part F: Attestation

Who must sign this application?

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

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, 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 authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin 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.

Signature

David E. Kowalske

Date

Last Name

First Name

M.I.

Title

Email

Phone

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official

5. First Name

6. M.I.

7. Signature of Municipal Official

8. Date

9. Date Application was Filed with Clerk

10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

Wisconsin Department of Revenue
Division of Alcohol Beverages
P.O. Box 8934
Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 264-4573

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor)		
2. Business Name or DBA	3. Agent Name	
4. FEIN	5. Wisconsin Seller's Permit Number	
6. Wisconsin Producer Permit Number	7. Producer Type ☐ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier	
8. Contact Person's First Name	9. Last Name	10. M.I.
11. Contact Person's Phone	12. Contact Person's Email	

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels ☐ 250 - 2,499 barrels ☐ 2,500 - 7,499 barrels ☐ 7,500 or more barrels	☐ Less than 1,500 liters ☐ 1,500 - 4,999 liters ☐ 5,000 - 34,999 liters ☐ 35,000 or more liters	☐ Less than 1,000 gallons ☐ 1,000 - 4,999 gallons ☐ 5,000 - 24,999 gallons ☐ 25,000 or more gallons
Calendar year:	Calendar year:	Calendar year:
Quantity:	Quantity:	Quantity:

Complete only ONE of Part C, D or E.**Part C: Request for Full-Service Retail Sales at the Production Premises**

1. Start Date	2. Production Premises Address		
3. City	4. State	5. Zip Code	
6. County	7. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☐ No If yes, complete boxes 2 through 9.			
2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City	5. State	6. Zip Code	
7. County	8. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas 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.			
20. Will you operate a restaurant on the premises? ☐ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)		
2. Dates of Operation (attach a schedule, if necessary)		3. Hours of Operation
4. Premises Address		
5. City		6. State 7. Zip Code
8. County		9. Governing Municipality ☐ City ☐ Town ☐ Village of: _____
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event
12. Organizer Website		13. Event Website
14. Premises Description - Describe the building or buildings and any outside areas 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.		
15. On-Site Contact (Last Name, First Name)		16. On-Site Contact Phone 17. On-Site Contact Email
18. Will you operate a restaurant on the premises? ☐ Yes ☐ No		
19. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption		

Part F: Attestation

Who must sign this application?

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

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, 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 authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin 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.

Signature

David E. Kowalske

Date

Last Name

First Name

M.I.

Title

Email

Phone

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official

5. First Name

6. M.I.

7. Signature of Municipal Official

8. Date

9. Date Application was Filed with Clerk

10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

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Write: DORAlcohol@wisconsin.gov

Call: (608) 264-4573

FINANCE DEPARTMENT UPDATE

Receipt the Money

• Tax Roll	\$94.2 million
• Other City revenues	\$13.1 million
• Utilities	\$21.9 million
• Special Revenue Funds	\$ 12.6 million
• Capital Projects	\$ 10.8 million
• TOTAL	\$152.6 MILLION

Invest the Money

- State Statutes and more restrictive City Investment Policy
- City has a “passive investment” policy
- Security, Liquidity, Return
- Majority of funds in the State Investment Pool, balance in CD’s and Federal Agencies
- WISC member, under the State contract for fees, substantial savings & all available funds invested.

Pay out the Money

- Other Taxing Districts \$60.1 million
 - *Collect taxes for the 8 taxing districts in the City*
- Vendors \$47.7 million
 - *4,745 checks issued*
- Employees \$19.3 million
 - *439 W-2's issued, 267 1095-C's, 8,141 paychecks*
- Debt Service \$ 24.2 million
- TOTAL \$151.3 MILLION

Account for it All

- Financial Statements for City, Water, & Sewer
- Monthly financial, Quarterly CIP reports to council, mayor & department heads
- State Financial Report Form B, annually to the State-22 pages
- PSC Report, annually to the State – 72 pages
- Statement of Taxes
- Other non-public reports - W-2's, 1099's, 1095-C (ACA), Wisconsin Retirement

2023 Activities

- Assist Grant Reporting & application – Tourism, Supplemental law enforcement grant, JustGrant
- Numerous budget projections & updates
- Annual Audit done remotely, unqualified opinion, highest level of assurance possible.
- Completed GASB 96 on (SBITAs) – Subscription-based information technology arrangements
- Assist in the transition to new Time & Attendance software
- Modified tax bills for changes in school district

Debt Management

- Issued \$13,150,000 General Obligation Notes dated 9/14/2023
- Issued \$6,150,000 General Obligation Community Development Bonds dated 9/14/23
- 2024 Projected \$7,700,000 Note Issue
- 2024 Projected \$5,580,000 Bond Issue
- Maintained Moody's Aaa rating

Other Tasks

- Calculate tax roll & generate tax bills
- Chairperson of Joint Review Board
- Coordinate annual Bond Issue for Capital Budget – significant amount of behind-the-scenes paperwork for 2 Bond issues
- Maintain garbage/recycling database, add, remove, bill customers
- Maintain access & authorities in MUNIS
- Coordinates the operating & capital budget process for all city and enterprise funds
- Part of union negotiating team
- Reports & analysis for boards/commissions: Library, 4th of July, Tourism, Finance, etc.
- Prepare/file reports with State - Room tax, Levy Limit, Statement of Taxes, TID, Video Provider, Maintenance of Effort & Chargeback

Department Staffing

	Actual	Actual	Budget	Proposed
	2022	2023	2024	2025
Director of Finance/Treasurer	1.0	1.0	1.0	1.0
Deputy Director of Finance	-	1.0	1.0	1.0
Accounting Manager	0.6	-	-	-
Utility Accountant	0.4	1.0	1.0	1.0
Bookkeeper	1.0	1.0	1.0	1.0
Payroll Coordinator	0.7	0.7	0.7	0.7
Payroll Associate	0.5	0.5	0.5	0.5
Cashier	1.0	1.0	1.0	1.0
Total	5.2	6.2	6.2	6.2

Brookfield 2024 Budget	
Director of Finance & Admin	1.0
Deputy Finance Director	1.0
Finance Manager	1.0
Management Accountant	1.0
Payroll Management Accountant	1.0
Utility Accountant	1.0
Accountant	2.0
Accounting Manager	1.0
Office Services Assistant	2.0
Total	11.0

Technology

- **MUNIS** is main operating system for the City, used for General Ledger, Payroll, Payables, Utility Billing, Tax Billing, Cash Receipting, and Permitting

In place since July 2004, update to latest version approximately annually. No need to change into the foreseeable future. We were among the first to use this software; but has become the municipal standard in the state since. Brookfield, Waukesha, La Crosse, Sheboygan, Green Bay, Oshkosh, Madison, Sun Prairie, plus others including school districts & counties have been added since.

Transitioned tax bills, utility bills & checks from obsolete Adobe format to ReadyForms software

- Online Banking - review account activity online daily, use bill consolidator to mass process online checks, utility customers have direct debit capability, all paychecks are direct deposited.
- An ever-vigilant attitude is needed to detect and prevent cybercriminal activity impact on workstations when using the Internet and accessing web-based systems. Early detection and quick action is important to minimize any potential impact

** Security of City assets & Employee information is TOP priority. Review done with bank annually. Several attempts at fraud during the year, no losses to the city, but a constant concern.

New Credit Card/E-Pay Option

City of New Berlin

Home

Citizen Self Service

Email Announcements

Permits and Inspections

Personal Property Taxes

Real Estate Taxes

Utility Billing

Accounts

Manage Bills

Account Summary

Automatic EFT Payments

Contact Us

Utility Billing

Account Summary

[Link to Account](#) | [Sign up for EFT Automatic Payments](#) | [Request Change of Address](#) | [Manage Bills](#)

Billing Account

Service Address

16280 W NATIONAL AVE

Account Number

10020126

Your Current Balance

Amount Due Now

\$152.21

[Pay Now](#)

Payment Due Date

4/30/2024

About Your Payments

Bill	Last Posted	Sum of Payments	View Details
50186	12/7/2023	\$737.11	details
10186	7/21/2023	\$30.28	details
30186	1/31/2023	\$31.13	details
70186	1/31/2023	\$274.48	details
70187	9/19/2022	\$32.68	details

Customer Information

Name

NEW BERLIN VETERANS MEMORIAL

Address

PO BOX 510483
NEW BERLIN, WI 53151

Customer ID

337273

[Request Change of Address](#)

The Future

- Assist in analysis & calculations of salary study results
- Prepare for inevitable turnover, expand cross-training, create user manuals
- Move Banking services due to change in State contract
- Explore Budget presentation/ preparation software
- Expand use of time & attendance software (Police & Fire Dept) , to become more efficient
- Record retention review, continue to clean out old files

- Thank you!

- Any questions, concerns, etc, contact finance:
- Ralph Chipman, CPA
- rchipman@newberlin.org
- 262-797-2448



Department of Finance
3805 South Casper Drive
P.O. Box 510921
New Berlin, Wisconsin 53151-5097

(262) 797-2448
Fax (262) 786-6121
www.newberlin.org

June 11, 2024

TO: Mayor Ament
Common Council

FROM: Ralph Chipman
Finance Director

Re: 2025 Budget Projection

Attached is supporting documentation and analysis for the budget projection, a brief explanation of each follows.

"A" Budget assumptions

- These are the basic assumptions used to prepare the projection. Some highlights:
- ✓ Health insurance 20% increase - every 1% changes costs \$27k.
 - ✓ Wisconsin retirement unchanged, final number won't be in until September.
 - ✓ Fire & police union contracts expires 12/31/24 increases have been included.
 - ✓ Revenues increase with improved economy, increase in interest rates

All personnel changes to date have been accounted for; everything else is status-quo.

"B" High level overview of projection. Very similar to the first page of the budget document, with a variance column.

"C" Spending summary by category. The breakdown of how money is spent, amount spent on debt service is increasing & taking up a larger percent of the tax dollar.

"D" Debt service projection. First three columns are actual, the rest are based on the adopted 2024 Capital projects budget (years 2025-28 are very changeable, but are the best available information at this time). No provision has been made for a new DPW building or Section 34/35. The funding sources of impact fees are limited to the available funds on hand, the debt service fund uses \$100,000 of room tax funds. The golf course and TIF district cover their share of debt service.

"E" Fund Balance projection. Shows projected fund balance and a 10-year history of the city's fund balance. For comparison purposes, Brookfield, Muskego, Greenfield, & Beloit are also shown. This number is very important to Moody's rating agency.

"F" Levy Limit Projection. This calculates the city's levy capacity under the state levy limit laws. The city has historically levied less than the maximum allowable, and issues debt yearly, which has left us substantially under the legal limit.

"G" Budget Timetable. Proposed budget timetables attached. With the way the calendar falls and a major election on November 5th, the Budget timetable is not as straightforward as usual. I have attached 3 different scenarios with comments on the merits of each. Each one has flexibility to change if necessary.

Expenditure restraint calculation. The City no longer qualifies for this program. There are two criteria to be eligible a) the equalized tax rate must be above \$5/thousand and b) the increase in general fund budgeted expenses must be less than the sum of 60% of the percent increase in net new construction plus the consumer price index. The city's equalized tax rate is only \$4.37/thousand.

2025 Budget Assumptions

Expenses:

Health insurance increase 20% - every 1% change equals \$26,710, this is due to a combination of inflationary increase & our utilization history

WRS – no increase, final rates adopted in September

Wage increases same as 2025, union contract negotiation upcoming

Electricity 5% increase

Utilities 3% increase

2025 CIP Borrowing - \$9m normal capital projects 10 year borrowing first payment 2026

DPW Building borrowing on the horizon

Revenues:

The last of ARPA funds were used in 2024

Transportation Aids – flat

Development revenues - modest increase

Interest Income – market rates – after moving up rates are projected to stabilize

Use of fund balance is \$1 million – consistent with previous years

Taxes:

Levy – increase based on increase in assessed value

Assessed Value – projected 1.15% increase for new construction

Impact:

Under this scenario the budget shortfall would be \$3,722,336 – which would require a 10.90% tax levy increase to cover. The increase in the tax rate would be 64 cents/thousand (10.22%) or \$175.81 on an average home.

CITY OF NEW BERLIN
PROJECTED 2025 BUDGET

	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 PROJECTED	2025 vs 2024
EXPENDITURES					
GENERAL GOVERNMENT	6,424,631	6,704,383	7,758,706	8,001,856	243,150
PUBLIC SAFETY	17,878,116	18,752,016	20,879,703	21,941,698	1,061,995
PUBLIC WORKS	4,063,939	4,342,772	4,458,071	4,623,802	165,731
COMMUNITY DEVELOPMENT	721,629	710,754	757,210	795,156	37,946
LIBRARY	1,543,056	1,714,996	1,757,642	1,816,923	59,281
PARK AND RECREATION	1,637,082	1,834,775	2,063,522	2,135,278	71,756
EQUIPMENT REPLACEMENT FUND	341,414	265,000	240,000	300,000	60,000
UNCLASSIFIED	-	-	300,000	300,000	-
DEBT SERVICE	9,022,425	10,195,807	12,336,068	13,660,727	1,324,659
TOTAL EXPENDITURES	41,632,292	44,520,503	50,550,922	53,575,440	3,024,518
REVENUES					
TAXES:					
GENERAL PROPERTY TAX	29,748,131	32,440,834	34,087,231	34,479,234	392,004
OTHER TAXES	772,560	768,136	832,500	792,500	(40,000)
INTERGOVERNMENTAL	5,294,641	5,934,536	6,524,855	6,041,975	(482,880)
LICENSES AND PERMITS	1,449,436	1,130,716	1,343,250	1,259,300	(83,950)
FINES & FORFEITURES	304,270	336,532	330,000	335,000	5,000
PUBLIC CHARGES FOR SERVICES	2,018,568	2,529,142	2,665,198	2,448,075	(217,123)
INTERDEPARTMENTAL	559,821	677,078	640,099	664,609	24,510
COMMERCIAL	544,659	2,466,096	1,322,279	1,836,279	514,000
APPROPRIATION FROM SURPLUS	1,000,000	1,000,000	1,000,000	1,000,000	-
TRANSFERS:					
GOLF COURSE RESERVE FUND	235,828	236,500	232,000	232,375	375
SCHOOL LEASE PAYMENT	78,110	-	-	-	-
DEBT SERVICE FUND	308,529	234,053	621,192	100,000	(521,192)
IMPACT FEE FUND	20,000	10,000	10,000	-	(10,000)
TAX INCREMENT DISTRICT	248,528	413,415	942,319	663,757	(278,562)
TOTAL REVENUES	42,583,081	48,177,038	50,550,922	49,853,104	(697,818)
			Shortfall	3,722,336	

B

C

CITY OF NEW BERLIN
Spending Summary

Category	% of Total	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 PROJECTED	% of Total
SALARIES	44.43%	18,495,931	19,279,206	21,164,476	21,811,365	40.71%
BENEFITS	15.64%	6,511,978	6,994,564	8,357,777	8,975,658	16.75%
CONTRACTUAL SERVICE	11.01%	4,585,096	4,848,835	5,134,760	5,509,849	10.29%
SUPPLIES & EXPENSES	5.18%	2,156,676	2,332,655	2,395,463	2,395,463	4.47%
CAPITAL OUTLAY	2.07%	860,186	869,436	862,378	922,378	1.72%
CONTINGENCY	0.00%	-	-	300,000	300,000	0.56%
DEBT SERVICE	21.67%	9,022,425	10,195,807	12,336,068	13,660,727	25.50%
	100.00%	41,632,292	44,520,503	50,550,922	53,575,440	99.99%

Contracted service includes:

Labor atty, audit, electricity, water, heating fuel

Supplies & Expense includes:

Cleaning supplies, Gasoline, Salt, Library books

Capital outlay:

This account includes \$250,000 for road maint, \$290,276 of police vehicles & equipment and \$300,000 for the equipment replacement fund.

City of New Berlin - Total Debt
Funding sources for debt service requirementsD

City of New Berlin
Fund Balance Projection

12/31/2022 Balance	9,405,843	
2023 Projected	2,692,550	** A positive year, budgeted to use \$1M- revenues were \$2,967k positive, expenses were \$775K positive, based on preliminary numbers
12/31/2023 Balance	<u>12,098,393</u>	
2024 Budgeted Use	(1,000,000)	
12/31/2024 Projected Balance	<u>11,098,393</u>	
Required Minimum:	50,550,922	15%
	7,582,638	
Balance available for future use	<u><u>3,515,755</u></u>	** budget projection commits \$1 million of this

FUND BALANCE COMPARISON

	New Berlin	Brookfield	Muskego	Beloit	Greenfield
2013	8,425,780	14,644,891	6,266,661	10,416,369	8,401,393
2014	8,395,712	14,996,823	3,854,185	10,134,357	9,590,850
2015	8,802,534	15,703,787	4,488,995	9,799,174	10,032,622
2016	9,313,243	16,055,800	5,402,423	9,882,262	10,037,172
2017	9,543,733	16,177,318	6,212,058	10,171,343	10,246,447
2018	10,066,614	16,969,475	6,772,267	10,730,985	9,709,160
2019	10,125,778	16,816,770	7,275,043	13,533,215	9,899,463
2020	10,129,101	16,764,434	7,760,175	15,218,843	9,205,456
2021	9,312,068	17,735,915	7,878,219	16,100,157	9,115,221
2022	9,405,843	18,709,403	7,968,923	17,453,722	9,460,409

CITY OF NEW BERLIN

Levy Limit Projection

	2023 Levy for 2024 Budget	2024 Levy for 2025 Budget	Net New Construction 2024	Net New Construction 2025
	Actual	Projected		
Maximum Allowable Levy				
1 2022 payable 2023 actual levy plus personal property aid	32,805,837	34,087,231		
2 Less: Preceding Year's Levy for Post July 1, 2005 GO Debt	(6,971,479)	(8,348,941)		
3 2022 payable 2023 adjusted actual levy	25,834,358	25,738,290		
6 Net new construction of 1.041 applied to 2022 adjusted actual levy	26,103,294	26,034,280	1.041%	1.150%
8 Personal Property Aid	(365,004)	(365,004)		
Adjustments:				
e) Debt service for general obligation debt authorized after July 1, 2005	8,348,941	13,504,355		
Allowable levy	<u>34,087,231</u>	<u>39,173,631</u>		
Current proposed levy		34,479,234		
Available levy capacity		4,694,397		

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City of New Berlin 2025 Budget Timetable

Tuesday, June 11	Common Council Sets Goals & Directives
Monday, June 24	Budget packets go out to departments
Friday, Aug 2	2025 Operating Budget and CIP forms and narratives Submitted to Mayor and Finance Department
Aug 5-Aug 30	2025 Department Budget reviews with Mayor
Tuesday, Sept 3	2025 Executive Budget to Finance Department
Friday, Sept 6	Distribute 2025 Executive Budget/CIP to Aldermen
Tuesday, Sept 17	COW Work Session
Tuesday, Sept 24	COW recommends 2025 Operating/CIP Budgets
Thursday, Oct 10	Publish – Public Notice of 2025 Proposed Budgets
Tuesday, Oct 29	Public Hearing on 2025 Proposed Budgets
Tuesday, Nov 12	Common Council Action to approve 2025 Budgets
Tuesday, Dec 10	Estimated Mailing – Tax Statements

"Normal" Schedule

Issue – Short time Frame for discussion

City of New Berlin 2025 Budget Timetable

Tuesday, June 11	Common Council Sets Goals & Directives
Monday, June 24	Budget packets go out to departments
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Aug 5-Aug 30	2025 Department Budget reviews with Mayor
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Friday, Sept 6	Distribute 2025 Executive Budget/CIP to Aldermen
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Tuesday, Oct 1	COW Work Session
Tuesday, Oct 8	COW recommends 2025 Operating/CIP Budgets
Tuesday, Oct 24	Publish – Public Notice of 2025 Proposed Budgets
Tuesday, Nov 12	Public Hearing/Common Council Action to approve 2025 Budgets
Tuesday, Dec 10	Estimated Mailing – Tax Statements

More time for review, but has budget approval the same night as public hearing, legal, but not preferred.

III

City of New Berlin 2025 Budget Timetable

Tuesday, June 11	Common Council Sets Goals & Directives
Monday, June 24	Budget packets go out to departments
Friday, Aug 2	2025 Operating Budget and CIP forms and narratives Submitted to Mayor and Finance Department
Aug 5-Aug 30	2025 Department Budget reviews with Mayor
Tuesday, Sept 3	2025 Executive Budget to Finance Department
Friday, Sept 6	Distribute 2025 Executive Budget/CIP to Aldermen
Tuesday, Sept 17	COW Work Session
Tuesday, Oct 1	COW Work Session
Tuesday, Oct 8	COW recommends 2025 Operating/CIP Budgets
Thursday, Oct 24	Publish – Public Notice of 2025 Proposed Budgets
Tuesday, Nov 12	Public Hearing on 2025 Proposed Budgets
Tuesday, Nov 19	Common Council Action to approve 2025 Budgets
Tuesday, Dec 10	Estimated Mailing – Tax Statements

***Would require a special council meeting to
approve on 11/19
(NOTE: this is NOT Thanksgiving week)***



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development 

RE: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm city-owned land located at approximately 5851 S. Sunnyslope Road.

DATE: May 13, 2024

REQUESTED ACTION: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2024 and 2025 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997001).

FISCAL IMPACT: The price per acre lease rate is \$100. Therefore, the total annual seasonal rental from this agreement is \$2,000 for the 20 acres.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

Back in 2020, the City was approached by Mr. Glenn Brueggemann of Brueggemann Farms with a request to lease and farm the 20 acres of land owned by the City of New Berlin in Section 35 that had been acquired from the Loomis Family Farm Trust for the City’s future park complex. These 20 acres purchased by the city were then combined into a parcel the city had already purchased and then created a 39.14 acre parcel (Lot # 1) with an address of 5851 S. Sunny Slope (Tax Key #: 1289997001).

Mr. Brueggemann did farm these 20 acres in 2020, 2021, 2022 and 2023 under previously approved lease agreements. The approval before you now is for the renewal of this lease agreement with the same terms and conditions as before. This agreement has been reviewed by the City Attorney. The farming activity would continue to only take place on the western-

most, 20 acre portion of these lands. The CSM is attached and the area to be farmed is labeled "Future Park Complex" and is oriented north-south on Lot # 1.

Ultimately, these lands are planned to be part of a sports complex / park but overall construction is not anticipated to start for a few years yet. The Common Council did take action to approve the construction of a new driveway, parking lot and soccer fields in 2021 on the eastern portion of Lot # 1 in 2021 and this should not impact the farming activities identified in this RAS. These soccer fields are open for play. If plans do materialize for the development of the balance of the sports complex staff will bring this back for the Mayor's and Common Council's consideration and possible termination of this lease depending upon construction timelines.

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of June 2024 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Glenn Brueggemann dba Brueggemann Farms hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 20 acres of vacant land located at 5851 S. Sunnyslope Road (Tax Key #: 1289997001), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2024 and 2025 growing seasons. In no event shall the lease extend for longer than December 31, 2025 without the written consent of both parties.
2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$100.00 per acre for a total seasonal rental of \$2,000 for each growing season. Said sum shall be due by December 31st following each growing season.
3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.
4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.
5. Right of Entry. Lessor or Lessor's agent(s) shall have the right to enter the premises at any time.
6. Assignment and sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.
7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and

\$1,000,000 with respect to damage to property. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or material amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Termination. In the event that the Lessee fails to make the payments as required hereunder or if Lessee fails to abide by any of the terms of this agreement the Lessor may terminate this agreement upon 30 days written notice to the Lessee.
9. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

Lessee:

Glenn Brueggemann dba Brueggemann Farms

Lessor:

City of New Berlin

By: _____
David A. Ament, Mayor

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4,
SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY,
WISCONSIN.



- 1) 50' Gas Easement as shown on Walter J. Connell Plat of Survey dated May 4, 1957. Surveyed for Michigan Wisconsin Pipe Line Company. No recorded document found.
- 2) Lot 1 to be a future park complex, and that the Utility Easement shall transition to a public trail for the properties located at 14555 W. Grange Avenue (Tax #: 1289.997) and 5851 S. Sunny Slope Road (Tax Key #: 1289.993).

TOTAL PLATTED AREA = 2,518,138 SQ. FT.
(57.81 ACRES)

LEGEND

- | | |
|---|--|
|  | 3/4" X 18" REBAR SET, WT 1.50 LBS / FT |
|  | INDICATES RECORDED AS |
|  | CHAINLINK FENCE |
| | DISTANCES ARE MEASURED TO THE
NEAREST HUNDREDTH OF A FOOT |

C.S.M. NO.

DOC. NO.

VOL.	PAGE
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SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19

SHEET 1 of 3

CERTIFIED SURVEY MAP No.

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Eric E. Lindaas, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and under the direction of Loomis Family Farm Trust and the City of New Berlin, owners of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

Being Part of the NW 1/4 of the NE 1/4, SW 1/4 of the NE 1/4, and part of the SE 1/4 of the NE 1/4, Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the East Quarter Corner of Section 35, Town 6 North, Range 20 East;
Thence S89°06'26"W, 1974.39 feet along the East- West quarter line of said Section 35;
Thence N01°04'32"W, 2649.57 feet to the North line of the Northeast quarter of said Section 35 being the centerline of West Grange Avenue;
Thence N89°39'05"E, 203.26 feet along said North line to the Northwest corner of C.S.M. 1468;
Thence S01°12'31"E, 325.00 feet to the Southwest corner of said C.S.M.;
Thence N89°39'05"E, 150.00 feet to the Southeast corner of said C.S.M.;
Thence N01°12'31"W, 325.00 feet to the said North line of the Northeast quarter;
Thence N89°39'05"E, 149.99 feet;
Thence S01°12'30"E, 224.74 feet;
Thence N89°39'05"E, 148.75 feet to the East line of the Northwest quarter of the Northeast quarter;
Thence S01°12'34"E, 1757.80 feet along said East line;
Thence N89°14'32"E, 1313.18 feet to the East line on the Northeast quarter;
Thence S01°28'44"E, 657.78 feet to the Point of Beginning.

This description contains 2,518,138 square feet or 57.81 acres more or less.

Dated this day of , 2019.

Signed:
Eric E. Lindaas, P.L.S. No. 2919
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
608-838-0444
elindaas@snyder-associates.com

OWNERS CERTIFICATE

Loomis Family Farm Trust, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval.

Witness the hand and seal of said owner this day of , 2019.

Loomis Family Farm Trust:

AUTHORIZED REPRESENTATIVE

State of Wisconsin)
)ss
County of Waukesha)

Personally came before me this day of , 2019, the above named , to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires:
Notary Public, State of Wisconsin

C.S.M. NO.
DOC. NO.
VOL. PAGE



SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19
SHEET 2 OF 3

CERTIFIED SURVEY MAP No.

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

OWNERS CERTIFICATE

City of New Berlin, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval. Witness the hand and seal of said owner this ____ day of _____, 2019. City of New Berlin:

Greg Kessler, Director of Community Development
State of Wisconsin)
)ss
County of Waukesha)

Personally came before me this ____ day of _____, 2019, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires: _____
Notary Public, State of Wisconsin

CITY OF NEW BERLIN PLANNING COMMISSION APPROVAL:

Approved for recording by the Plan Commission , of the City of New Berlin.

By: _____ Date: _____
David Ament, Mayor
By: _____ Date: _____
Nikki Jones, Secretary

CITY OF NEW BERLIN COMMON COUNCIL APPROVAL:

Approved for recording by the Common Council, of the City of New Berlin.

By: _____ Date: _____
David Ament, Mayor
By: _____ Date: _____
Georgia Stanford, City Clerk

REGISTER OF DEEDS CERTIFICATE

Received for recording this ____ day of _____, 2019, at ____ o'clock ____m. and recorded in Volume ____ of Certified Survey Maps on pages _____, as Doc. No. _____.

James Behrend, Waukesha County Register of Deeds

C.S.M. NO. _____
DOC. NO. _____
VOL. ____ PAGE _____



SNYDER & ASSOCIATES

SURVEYED FOR:
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FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19

SHEET 3 OF 3



REQUESTED ACTION STATEMENT

TO: Mayor Dave Ament
Common Council

FROM: Gregory Kessler, AICP - Director of Community Development 

RE: Requested Action Statement for the approval of a Land Rental Agreement between the City of New Berlin and the University of Wisconsin-Madison for installation of a weather station.

DATE: May 29, 2024

REQUESTED ACTION: Recommend to Common Council approval of this Requested Action Statement for the approval of a Land Rental Agreement between the City of New Berlin and the University of Wisconsin-Madison for installation of a weather station.

FISCAL IMPACT: Not applicable. All improvements will be performed at the University's sole cost and expense. Staff is not proposing that the city charge the University rent for the premises identified in the agreement.

SOURCE OF FUNDS: N/A

RATIONALE / BACKGROUND: The UW System desires to have the UW Madison College of Agriculture and Life Sciences use a portion (approximately 225 square feet or 15' x 15') of the property located at 3805 S. Casper Drive, New Berlin, WI 53151 (New Berlin City Hall and associated lands) for the purposes of constructing, operation and maintaining a weather station. The proposed location is shown on the attached map, a grassy area directly to the west of the City Hall second floor employee parking lot.

The University is proposing the Agreement be in place for 5 years. The benefit to the City of New Berlin is having access to an array of weather information. The weather data from this

proposed weather station will be available in real time to our citizens and businesses via a UW web link.

The Wisconsin Environmental Mesonet (Wisconet) is a growing network of weather and soil monitoring stations across Wisconsin, designed to provide high quality data at high spatial and temporal resolutions. There are currently 14 Wisconet stations with plans to expand to around 90 by 2026. Each Wisconet station provides more than one dozen measurements every 5 minutes.

More information is available at the following website
<https://wisconet.wisc.edu/>

LAND RENTAL AGREEMENT BETWEEN
CITY OF NEW BERLIN
AND
UNIVERSITY OF WISCONSIN-MADISON
FOR INSTALLATION OF A WEATHER STATION

This Land Rental Agreement (“Agreement”) is made and entered into this _____ day in June, 2024, by and between the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin-Madison (“University”), and City of New Berlin as (“Owner”).

RECITALS

The Owner owns certain lands located at 3805 S Casper Dr, New Berlin, Wisconsin (hereinafter the “Property”); and

The University desires to have the College of Agriculture and Life Sciences use a portion of the Property, for the purposes stated herein;

In consideration of the Premises and of other good and valuable considerations as set forth in this Agreement, the University and the Owner covenant and agree as follows:

AGREEMENT

1. **PROPERTY, ACCESS, USE of SITE.** The Owner grants the University use of 225 square feet (15 feet x15 feet) of land (the "Premises"), located on the Property for the purpose of constructing, operating, and maintaining a weather station. The Premises is further described in Exhibit "A"(Site Plan), which is attached to this Agreement and incorporated by reference. The University shall exercise great care to not permanently damage the prairie, landscape, or hardscapes as part of the construction, setup, maintenance or ongoing operations of the weather station.

University and Owner recognize that the Premises is public property, and that public use of the premises is mutually desirable. The University is not responsible for any injury to person or property that may occur on the Premises unless injury is a result of a hazard caused or created by university activity. The premises and its surroundings shall remain open and available to the public on a daily basis.

2. **TERM.** The University’s right of use of the Premises shall begin on ____ 1, 2024 ,and end on ____ 1, 2029. This Agreement may be renewed for an additional five (5) year term by mutual consent of the parties in writing at least 60 days before the Agreement would otherwise expire.
3. **COSTS.** University improvements shall be performed: (a) at the University’s sole cost

and expense and with notice to the City of New Berlin relating to dates of improvement work, (b) in good workmanlike manner, and (C) in accordance with all applicable federal, state, and local laws, regulations, codes, ordinances, and by-laws. The University is responsible for all costs incurred for the installation, maintenance, and operation of the weather station.

The City of New Berlin will not charge the University for 225 square feet of rent for the premises identified in this agreement.

4. **ASSIGNMENT, SUBLETTING.** The University shall not assign this Agreement in any event, and shall not sublet the Premises, and will not permit the use of the Premises by anyone other than the University, and the agents, contractors, grantors, and grantees, and servants of the University without prior written approval of the Owner.
5. **MAINTENANCE AND REPAIR.** The Owner shall maintain access to the Property in good repair and tenantable condition during the continuance of this Agreement, except in case of damage arising from a willful act or the negligence of the University's agents or employees. Costs for repair or replacements to the Premises due to misuse or negligence by an employee or agent of the University shall be the responsibility of the University. The University shall not store any trash, merchandise, appliance, crates, pallets, or materials of any kind on the Property outside the Premises without the Owners' prior approval, except for occasional overnight storage of farm equipment. The University shall not park or keep any unlicensed and or unregistered vehicles or equipment on the premises or property without the prior approval of the Owner.
6. **COVENANTS OF OWNER.** The Owner agrees as follows:
 - a) The Owner warrants that the University shall have the opportunity to use the premises solely for the purpose of constructing, operating, and maintaining the weather station; that the Owner has complete interest, right in, and title to the Premises so as to enable the Owner to enter into this Agreement; and that the Premises is not encumbered in any way so as to hinder or obstruct the University's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
 - b) The Owner shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Agreement.
 - c) The Owner hereby authorizes the University to perform from time to time during the term of this Agreement all necessary upgrades and improvements to the Premises as the University deems reasonable and appropriate to maintain and operate the Weather Station.
 - d) The Owner authorizes the University to collect data as it is relating to wind speed and direction,

temperature and relative humidity, air pressure, solar radiation, leaf wetness, precipitation, and soil moisture and temperature, if any additional data is collected it must be authorized by the City of New Berlin.

In connection with the performance of work under this Agreement, the Owner agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5), Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Owner further agrees to take affirmative action to ensure equal employment opportunities. The Owner agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the University, setting forth the provisions of the non-discrimination clause.

- e) Pursuant to 2019 Wisconsin Executive Order 1, Owner agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- f) For the purposes of this Agreement, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Owner attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above to the best of the Owner's knowledge without a duty to investigate. The Owner will now and forever after the termination of this Agreement hold the University harmless and indemnify the University from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from the University's use and occupancy of the Premises. 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.

7. **COVENANTS OF UNIVERSITY.** The University agrees as follows:

- a) At the expiration of this Agreement or any renewal thereof, the University will return the Premises to the Owner in as good condition as it was at the time the University went into possession.
- b) The University will not make or permit anyone to make any alterations, improvements, or additions in or to the Premises, without the prior written consent of the Owner.
- c) The University will conduct its business and control its employees, agents, and invitees in such

a manner as not to create any nuisance or unreasonably interfere with, annoy, or disturb any other tenant's or lawful occupant's use of the Property, provided, however, that nothing in this section shall be construed as limiting the University's use of the Premises as set forth in section 1 of this Agreement.

- d) The University shall ensure that the Premises is kept in good order and repair, safely, and cleanly maintained. The University shall be responsible for the safety and security of the weather station. Documentation by photograph and written report shall be allowed by either party.
- e) If the contact is terminated the University shall remove all equipment and structures in accordance with Federal, state and local regulations within ten (10) days after the University vacates or abandons the premises, unless other arrangements have been made with Kenosha County. The University shall restore the site to its original condition prior to the weather stations installation.

8. **INSURANCE.** The Owner agrees to maintain, during the term of this Agreement, insurance coverage for its liabilities arising out of ownership of the Premises.

The University agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-Funded Liability Program. The University also agrees to maintain property coverage under the State of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University. Proof of Insurance, showing adequate coverage, shall be provided by the University to Kenosha County prior to installation of the station.

9. **HOLD HARMLESS.** Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers, and agents. The Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act of omission of the other party or its employees, directors, officers, and agents. This Section shall not constitute a waiver by either party or any rights to indemnification, statutory limits of liability, contribution or subrogation which the party may hereby operation of law.

10. **NOTICES.** All notices or official communications which may be required under this Agreement, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

Notice to UNIVERSITY: University of Wisconsin-Madison
Real Estate
Suite 6101
21 N Park Street
Madison, Wisconsin 53715

Notice to OWNER: City of New Berlin
 3805 S Casper Dr
 New Berlin, WI 53151

11. **CANCELLATION.** This Agreement may be cancelled by either the Owner or the University, upon 60 days prior written notice to the other party.

12. **BINDING EFFECT.** The Agreement when fully executed shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

13. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of the Agreement. The rights and remedies granted under this Agreement are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

IN WITNESS WHEREOF, the UNIVERSITY and OWNER have caused this Agreement to be executed and delivered as of the day and year first written above.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

Brent Lloyd
Interim Director, Real Estate Administration

Date: _____

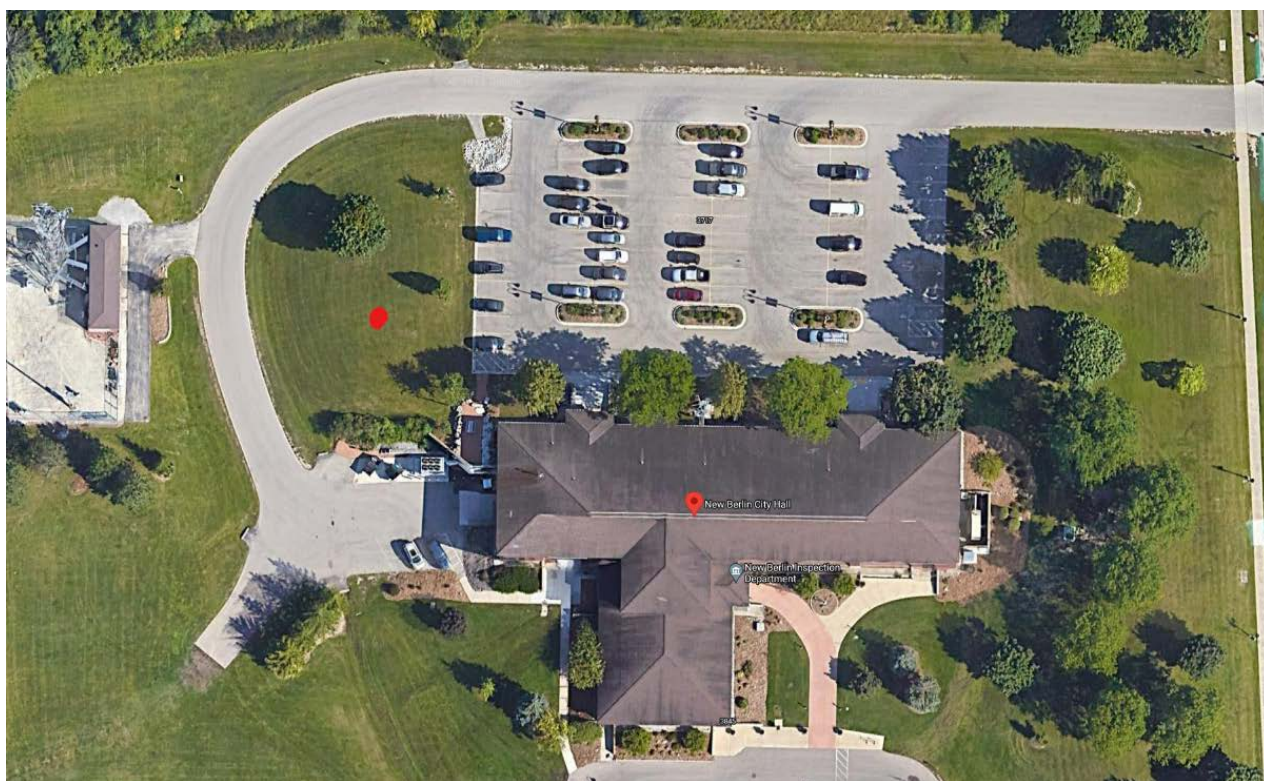
OWNER

NAME, TITLE

Date: _____

Exhibit A

Approximate location of weather station. Exact location of the 225 square feet (15ft x 15ft) will be determined in a site visit with City of New Berlin Staff. Premises to be marked with permanent unobtrusive Stakes or perimeter certain markings by and at the expense of the University.



LICENSE AGREEMENT

This License Agreement is made and entered into this ____ day of _____, 2024, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “CITY”) and the PROFESSIONAL FIREFIGHTERS OF WISCONSIN CHARITABLE FOUNDATION, INC., a Wisconsin non-stock corporation, with its principal office and place of business located at 321 East Main Street, Suite 200, Madison, Wisconsin, 53703 (hereinafter referred to as “Professional Firefighters”).

WHEREAS, the City operates Fire Station No. 1 as part of the City Public Safety Building located at 16300 West National Avenue in New Berlin; and

WHEREAS, Professional Firefighters have applied to the City for a license to utilize the area adjacent to Fire Station No. 1 along Casper Dr., as well as the streets building parking lot, hereinafter referred to as the Licensed Area as the registration station and starting point for the 2024 Ride to Burn Camp, which is to occur on August 13, 2024 from 5:00 p.m. to 5:45 p.m.; and

WHEREAS, the City is agreeable to permitting the use of the Licensed Area for said event subject to the approval by the City of New Berlin Common Council, as well as the terms and conditions of this Agreement.

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

1. Professional Firefighters, their licensees and attendees of the 2024 Ride to Burn Camp shall be permitted to use the City property referred to as the Licensed Area on August 13, 2024, between 5:00 p.m. and 5:45 p.m., solely for the purpose of accommodating the registration for and initiation point for the 2024 Ride to Burn Camp.
2. Professional Firefighters warrants and represents that the City property referenced as the Licensed Area will only be used for the purposes of the registration for the 2024 Ride to Burn Camp event and as the start off point for the Ride.
3. Professional Firefighters warrants and represents that all activities engaged on City property on said date will be in conformance with applicable City Ordinances, Wisconsin Statutes and regulations of other governmental entities with jurisdiction.
4. Professional Firefighters shall supervise the Licensed Area being used for the aforementioned purposes throughout the duration of its use and will following the event restore said areas to the conditions that existed before the commencement of the event, reasonable wear and tear excepted.

5. Professional Firefighters agree to hold the City, its officers, employees, agents and assigns (hereinafter referred to as the “Parties Indemnified”) harmless and will indemnify the Parties Indemnified as and against any and all claims, demands, actions or causes of action, costs and expenses, including actual attorney fees, arising from the City’s approval of this License Agreement and the use by the Professional Firefighters, their licensees and attendees of the Licensed Area provided for hereunder.
6. Professional Firefighters agree to obtain public liability insurance coverage to insure their use, as well as the use by their licensees and attendees, for the 2024 Ride to Burn Camp as provided for hereunder. Said liability insurance coverage shall provide limits of not less than \$1 Million per occurrence and \$2 Million in the aggregate. Professional Firefighters shall provide a valid Policy Endorsement issued by their insurer identifying the City has an Additional Insured on said Policy on a primary and non-contributory basis. Professional Firefighters shall require that any entities they may contract with to assist in the holding of this event shall carry liability insurance as provided for in this paragraph, which coverage shall also list the City as an Additional Insured on a primary and non-contributory basis. They will also be required to provide evidence of automobile liability insurance coverage relative to any vehicles being utilized in the event.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
8. This Agreement may be terminated in the event of a breach by either party upon ten (10) days written notice.
9. This Agreement represents the complete understanding of the parties with respect to subject matter set forth herein and may only be modified in a written agreement executed by both parties and approved by the City of New Berlin Common Council.
10. This Agreement may not be assigned without the express written consent of the City.
11. The parties acknowledge that there are no third party beneficiaries to this License Agreement.

[Signature Page To Follow]

CITY:
City of New Berlin

CITY:
City of New Berlin

By: _____
David Ament, Mayor

By: _____
Rubina Medina, Clerk

PROFESSIONAL FIREFIGHTERS:
Professional Firefighters of
Wisconsin Charitable Foundation, Inc.

By: _____

Print Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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 Union Insurance Group 303 W Erie St Suite 310 Chicago, IL 60654	CONTACT NAME: James Koloff	
	PHONE (A/C, No, Ext): 312-799-8400	FAX (A/C, No):
	E-MAIL ADDRESS: james@uigins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
INSURED Professional Fire Fighters of Wisconsin Charitable Foundation, Inc 321 E Main Street No 200 Madison, WI 53703	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	BZS67170293	4/15/2024	4/15/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BZS67170293	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	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	83WECBX4187	1/16/2024	1/16/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of New Berlin is an additional insured for the Commercial General and Auto Liability policy as required by license agreement with the insured.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



REQUESTED ACTION STATEMENT

DATE: May 28, 2024

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

Recommend to Council – Motion to approve the “Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin” and contingent on the Chief of Police executing/submitting the Agreement to the city of Milwaukee.

REQUESTED:

Recommend to approve the “Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin” (“Agreement”) as submitted by the city of Milwaukee and contingent on the Chief of Police executing/submitting the Agreement to the city of Milwaukee.

The Agreement has been reviewed by the City Attorney and members of the New Berlin Police Department command staff. The Agreement will allow sworn members of the New Berlin Police Department to assist in providing security for the RNC as needed by the Security Plan being implemented by MPD. Sworn members of the New Berlin Police Department may be working, as allowed for by the Agreement, in jurisdictions outside of New Berlin.

FISCAL IMPACT:

The New Berlin Police Department has already sent a personnel order disallowing off day requests of its sworn personnel for the period of July 14 to July 19 2024. By doing so the New Berlin Police Department will have staffing above its minimum staffing during the aforementioned period. This will allow our agency to detail certain members of the department. The New Berlin Police Department has sworn members already assigned to the joint multi-jurisdictional teams, to include the Waukesha County Civil Disturbance Unit (CDU) and the Suburban Critical Incident Team (SCIT). The motorcycle unit (2 officers per day) and SCIT has been requested by the city of Milwaukee and may be used as part of the Security Plan, dignitary escorts, or for other security details within Waukesha County. Although the current plan is that CDU would cover Waukesha County during this time, dynamic situations could result in a request for this resource.

If New Berlin Police Department personnel are requested for the Security Plan, the police department will request reimbursement for wages, overtime, and fringe benefits costs to cover the assistance. The wages and overtime costs associated with the Security Plan will be paid from the current overtime budget and will then be recovered with allowable reimbursements. Reimbursement requests will be submitted to the city of Milwaukee under the Agreement. The Deputy Chief of Operations will track accrued New Berlin Police Department wages, overtime, and other allowable costs due to the RNC Security Plan.

The Agreement also notes that the city of Milwaukee will be providing training, transportation and food, and will be procuring insurance. The Deputy Chief will ensure that necessary insurance is in place with the city of Milwaukee prior to allocating any resources and executing this agreement.

RATIONALE:

The 2024 Republican National Convention (RNC) is scheduled to take place in the city of Milwaukee from July 14th to July 19th 2024. The Security Plan for the event is being put in place by the Milwaukee Police Department (MPD) with a Convention Security Period expected from approximately July 13th to July 19th, 2024. MPD is requesting law enforcement agencies from around the state and country to assist with the event. Staffing and call volume within the city of New Berlin would impact our ability to meet any requests under this agreement or any other mutual aid request.

The recommended approval of this agreement has no effect on the ability of the city of Milwaukee or other neighboring agencies to request Mutual Aid within current state statutes or under any other Suburban Mutual Assistance Response Team (SMART) requests per the approved agreement.

CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

IV. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

V. Additional Terms of Agreement.

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
 - 4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
 - 4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
 - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
 - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
 - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
 - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
 - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

- 4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

- 4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

- 4.3.1 “Final” version of Exhibit B, and all documentation required therein.
- 4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.
- 4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.
- 4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).
- 4.3.5 A completed W-9 form.

- 4.4 Timing of payments and recoupment.

- 4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.
- 4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.
- 4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

- 4.5 Risk. Intentionally Omitted.

5. Records, Audit, and Information Requests.

- 5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 Federal Grant Record Retention Requirements. Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that

Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- 5.3 Wisconsin Public Records Law. The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Except as provided in Section 12 of this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment.**
- 11.1 Independent Legal Entities. Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor except with regard to circumstances as provided in Section 12 herein. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. Contractor does not waive their right to reimbursement and may submit for reimbursement as outlined in Wis. Stat. § 66.0513. Contractor agrees that it shall not submit any request for reimbursement of worker's compensation coverage expenses as fringe benefits in its completed Exhibit B.
12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
 - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
 - 14.3 Wholly or partially suspend the Agreement;
 - 14.4 Withhold further reimbursement;
 - 14.5 Terminate the Agreement;
 - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.
 - 15.2 Termination by Contractor. Contractor may terminate the Agreement if Contractor is not able to both fulfill the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor

shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred and services performed prior to termination by Contractor. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.

16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
 - 21.1 Entire Agreement. The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
 - 21.2 Severability. If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect.
22. **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:
 - 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.

- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if

any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.

22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.

22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.

22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

23. Organizational Structure and Law Enforcement Procedures.

23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection.

The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.

- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see “Outside Agency Documents” → “Files” → “Wisconsin Intergovernmental Agreements Documents” folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at MPD_RNC2024@milwaukee.gov or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

24. Assisting Personnel and Responsibilities.

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor’s performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.
- 24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

- 24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.
 - 24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.
 - 24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.
 - 24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.
 - 24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.
- 24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.
- 24.7 Assisting Personnel Equipment.
- 24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.
 - 24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.
 - 24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.
25. **Milwaukee Responsibilities.** In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:
- 25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.
 - 25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.
26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Police Department

By: _____
Chief Jeffrey B. Norman

Date: _____

CONTRACTOR: See Exhibit A

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

_____ Date: _____
(City Comptroller)

Date: _____

____ Initials (Comptroller Staff)

____ Initials (Comptroller Staff)

Examined and approved as to form and execution this ____ day of
_____, 2024.

Assistant City Attorney