

# Parks, Buildings and Grounds Commission Meeting Agenda



January 12, 2026 - 5:30 PM  
Mayor's Conference Room  
3805 S. Casper Dr.

Published: January 8, 2026

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. October 13, 2025 Meeting Minutes
4. **NEW BUSINESS**
  - A. UA-2600052 Matt Anderson on behalf of Matty's Bar and Grill - 5851 S. Sunny Slope Road - Temporary Use Approval for Matty's Bar and Grill to utilize the parking lot at the New Berlin Athletic Complex for overflow parking.
  - B. Discussion and possible action to approve the prescribed burn of Lions Park Pond (South).
5. **UPDATES**
6. **ADJOURN**

### Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at [www.NewBerlinWI.gov](http://www.NewBerlinWI.gov). Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.

# Parks, Buildings and Grounds Commission MEETING MINUTES



October 13, 2025 - 5:30 PM  
Mayor's Conference Room  
3805 S. Casper Dr.

## MINUTES

### 1. CALL TO ORDER

Mayor Ament called the meeting to order at 5:30 PM.

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Commissioner Rafel, Commissioner Wicichowski  
Excused: Commissioner Domenico Ferrante, Alderperson Scott La Fever

Staff Present: Parks Supervisor Josh Fabian

### 3. APPROVAL OF MINUTES

#### A. September 18, 2025 Meeting Minutes

**MOTION:** Motion to Approve

**VOTE:** Motion by: Mayor Ament  
Second by: Commissioner Wicichowski  
Motion Passed 3-0

### 4. NEW BUSINESS

**A.** Discussion and possible recommendation to Common Council, the award of project BG-2025-05 New Berlin Public Library Chiller Replacement Project to the most responsive and responsible bidder, J&H Heating, Inc., in the amount of \$340,900.00. The total project cost, including contingencies, is not to exceed \$409,000.00.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Mayor Ament  
Second by: Commissioner Wicichowski  
Motion Passed 3-0

**B.** Discussion and possible recommendation to Common Council the approval of the Temporary Easement request WI-WK-002.200 for use of the Stigler Nature Preserve.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Commissioner Wicihowski  
Second by: Commissioner Rafel  
Motion Passed 3-0

**5. UPDATES**

Parks Supervisor Josh Fabian stated projects are moving forward with minor issues.

**6. ADJOURN**

**MOTION:** Motion to Adjourn at 5:58 PM

**VOTE:** Motion by: Commissioner Wicihowski  
Second by: Commissioner Rafel  
Motion Passed 3-0

*Respectfully Submitted,  
Robert T. Rafel MBA  
PB & G Commission Secretary*

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of January , 2026, 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 Matty’s Bar & Grille, Inc., a Wisconsin corporation, with its principal office and place of business located at 14460 W. College Ave., New Berlin, Wisconsin, 53151 (hereinafter referred to as the “Licensee”).

WHEREAS, the City of New Berlin owns a public park and associated parking area at the New Berlin Athletic Complex, located at 5851 S. Sunny Slope Road, New Berlin, hereinafter referred to as the Parking Area; and

WHEREAS, the Licensee has applied to the City of New Berlin Department of Community Development for a permit to utilize the City’s parking lot located at the New Berlin Athletic Complex, at 5851 S. Sunny Slope Road New Berlin, WI for overflow parking related to the 2026 St Patrick’s Day Celebration that the Licensee intends to conduct on March 17, 2026 at its bar and restaurant complex at 14460 W. College Ave., New Berlin; and,

WHEREAS, the City is agreeable to permitting the use of its Parking Area at the New Berlin Athletic Complex, address is 5851 S. Sunny Slope Road for overflow parking related to 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. The Licensee shall be permitted to use the parking area at the New Berlin Athletic Complex, located at 5851 S. Sunny Slope Road (hereinafter the “Parking Area”) on March 17, 2026 between dawn and dusk on that day solely for the purpose of accommodating overflow parking needs for the Licensee associated with their St Patrick’s Day Event.

2. The Licensee warrants and represents that the Parking Area will only be used for public parking purposes and that no other activities may be engaged in thereon without the expressed written permission of the City.

3. The Licensee further warrants and represents that all activities engaged in at the Parking Area on said date shall be in conformance with applicable City Ordinances, Including but not limited to Ch 184 of the city code, as well as the Wisconsin State Statutes and regulations of other governmental entities with jurisdiction. The Licensee specifically warrants that no alcoholic beverages will be consumed on said premises.

4. The Licensee shall supervise the operation of the Parking Area throughout the duration of its use thereof and will restore the Parking Area to the condition that existed before the commencement of the event, including but not limited to the removal of any trash or debris left on the premises.

5. The Licensee agrees to hold the City, its officers, employees, agents and assigns harmless and will indemnify the City as and against any and all claims, actions, demands, causes of action and costs and expenses, including actual attorney fees, arising from the City's approval of this Agreement and the Licensee's use of the Parking Area at New Berlin City Hall as provided for hereunder.

6. The Licensee warrants and represents that it will repair any damage done to the Parking Area during the course of its use as provided for under this Agreement. Said repairs shall be completed as soon as reasonably practical, but not less than thirty (30) days following notice by the City of the damage.

7. The Licensee agrees to obtain liability insurance coverage to insure its use and that of the public of the Parking Area as provided for hereunder. Said liability insurance coverage shall provide limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Licensee shall provide a valid endorsement issued by an insurer licensed to do business in the State of WI with a rating of not less than "A" by A.M. Best, identifying the City as an Additional Insured on said policy on a primary, non-contributory basis. Evidence of said coverage shall be provided to the City not less than 30 days prior to the event.

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

9. This Agreement may be terminated in the event of breach by either party upon thirty (30) days written notice.

10. The Licensee acknowledges that this is a limited license agreement and does not accord them with any ongoing property rights.

11. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be modified by written agreement executed by both parties and approved by the New Berlin Common Council.

12. This Agreement may not be assigned without the expressed written consent of the City of New Berlin.

**CITY:**  
City of New Berlin

**LICENSEE:**  
Matty's Bar & Grille, Inc.

By: \_\_\_\_\_  
David Ament, Mayor

By: \_\_\_\_\_  
Matt Anderson, President

By: \_\_\_\_\_  
Rubina Medina, Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2026

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).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Provident Insurance Group<br>5665 S 108th Street<br><br>Hales Corners WI 53130 |  | <b>CONTACT NAME:</b> Roger Praefke<br><b>PHONE (A/C. No. Ext):</b> (414)810-3520<br><b>E-MAIL ADDRESS:</b> roger@providentinsgrp.com<br><b>FAX (A/C. No.):</b> (414)810-3515         |  |
| <b>INSURED</b><br><br>Matty's Bar & Grill Inc.<br>14460 W College Ave<br><br>New Berlin WI 53151  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Society Insurance<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>15261   |  |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Contractors Equipment</b><br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | BP10047372            | 10/23/2025              | 10/23/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$500 Deductible \$ 30,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$500 Comp <input checked="" type="checkbox"/> \$500 Coll            |           |          | CA10047376            | 10/23/2025              | 10/23/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br>OCCUR <input type="checkbox"/><br>CLAIMS-MADE <input checked="" type="checkbox"/><br>DED RETENTION \$  |           |          | CU10047377            | 10/23/2025              | 10/23/2026              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WC10047375            | 10/23/2025              | 10/23/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500000   |
| A        | 1Liquor Liability3Contract<br>2Inland Marine   |           |          | LL10047374/BP10047372 | 10/23/2025              | 10/23/2026              | Occurance 1,000,000<br>Occurance 100,000   |

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

Coverage for Contractors Equipment \$30,000 500 deductible

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| City of New Berlin<br>38052 S Casper Drive<br><br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

Fax: ACORD 25 (2016/03)  
 Email:

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



## REQUESTED ACTION STATEMENT

**DATE:** January 7, 2026  
**TO:** Parks, Buildings and Grounds Commission  
**FROM:** Michael Eder – Deputy Director of Public Works  
**ISSUE:** Prescribed Burn Lions Park South Pond.

### REQUESTED:

To approve the prescribed burn of Lions Park Pond (South)

### FISCAL IMPACT:

Reduce labor hours, equipment and fuel usage. The City of New Berlin will pay to have the pond burned once every three years in accordance with the Naturalization maintenance plan set by DPW.

### RATIONALE:

The current state of the area around this pond consists of non-native noxious weeds and highly invasive species, including garlic mustard, canary reed grass, non-native cattails, buckthorn, and honeysuckle. Naturalizing the area around the south pond at Lions Park through the use of prescribed burns and mechanical brush clearing is a quick, low-cost, and low-labor approach. This naturalization will improve access to the pond, enhance trail accessibility, and increase use by both residents and wildlife.

The approach requires minimal ongoing maintenance, with the City’s only regular effort being a single mowing each spring. Additionally, naturalizing the pond’s shoreline with native vegetation will improve water filtration, resulting in better overall water quality. Prescribed burns will take place in the spring every three years or more, with exact timing dependent on weather conditions such as humidity, wind speed, and plant growth.

Affected residents surrounding the park will be notified well in advance of any prescribed burn. Notification will also be made to the New Berlin Fire Department and Waukesha County Dispatch on the day of the burn. This project will be funded with money from the Tree Mitigation Fund.

