



**CITY OF NEW BERLIN
PARKS, BUILDINGS & GROUNDS COMMISSION
MEETING
Monday, December 13, 2021
5:30PM
VIA ZOOM**

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

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

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: **314 401 2060**
- Following this direct link to the meeting: <https://us02web.zoom.us/j/3144012060>
- Find your local number: <https://us02web.zoom.us/j/kddXTelQaE>

AGENDA

CALL TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

1. September 13, 2021 Meeting Minutes

NEW BUSINESS

2. Beer Garden Contract for Winterfest on January 8, 2022

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Georgia Stanford (262) 786-8610.



REQUESTED ACTION STATEMENT

DATE: November 19, 2021

TO: Parks, Buildings & Grounds Commission

FROM: Erin Cross, Recreation Manager

ISSUE: Approval of Beer Garden Contract with and Four Brothers Blended Beer Company, LLC, d/b/a City Lights Brewing Company

REQUESTED: Recommend to the Common Council approval of a contract with and Four Brothers Blended Beer Company, LLC, d/b/a City Lights Brewing Company to host a single day beer garden event on Saturday, January 8th, 2022 at Malone Park in conjunction with the City's Winterfest event.

FISCAL IMPACT: The City will receive \$400 upon completion of this single day event.

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

With the popularity of last year's Winterfest event, the Recreation Department is seeking to continue to grow the event for 2022. As part of this we are seeking to work with and Four Brothers Blended Beer Company, LLC, d/b/a City Lights Brewing Company to offer a winter beer garden during Winterfest at Malone Park. This event will provide community members the opportunity to spend time outdoors at Malone Park while maintaining safe social distances.

Food truck vendors may also be present at the request of the sponsor.

RECOMMENDATION: Please consider recommending the Common Council approve the contract with and Four Brothers Blended Beer Company, LLC, d/b/a City Lights Brewing Company.

SPONSORSHIP/USE AGREEMENT

This Sponsorship/Use Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2021, by and between the CITY OF NEW BERLIN (hereinafter referred to as the “City”) and Four Brothers Blended Beer Company, LLC, d/b/a City Lights Brewing Company, duly organized and validly existing under the laws of the State of Wisconsin (hereinafter referred to as “Sponsor”);

WHEREAS, the City owns and operates Malone Park, City Center Pavilion, Valley View Park and Historical Park, which facilities have various amenities (hereinafter the “Premises”); and

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

WHEREAS, the City is desirous of conducting beer garden events on Saturday, January 8th, 2022 in conjunction with the City’s Winterfest event at Malone Park (more specifically described on the attached Exhibit A).

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

1. The City does hereby grant access to the Malone Park pavilion, as depicted on the attached maps, Exhibit B.
2. The City hereby grants said access on Saturday, January 8th, 2022, and Saturday, January 15th if a rain/reschedule date is determined necessary on the dates and times outlined in Exhibit A. These dates and times are subject to modifications as may be made, in writing, from time to time, between the Sponsor and the Recreation Department Office.
3. In addition to the use of the Premises, the City agrees to provide picnic tables, and trash and recycling receptacles, for the use of the patrons during the course of the events.
4. Sponsor is hereby permitted to sell beer with an alcohol content no greater than 8%, subject to the approval of a State license.
5. The City will work with licensed food truck vendors to provide food for purchase during the hours outlined in Exhibit A. Any such food truck vendor must comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate permits required by the City of New Berlin.
6. The hours of operation shall be Saturday, January 8th, 2022 from 12:00 p.m. to 7:00 p.m. Sponsor may engage in restocking or cleanup activities outside of these hours; however, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

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

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

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

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

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

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

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

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

15. City agrees to provide port-o-johns in Malone Park during the course of this event.

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

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

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

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

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

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

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

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

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

CITY :
City of New Berlin

SPONSOR:

By: _____
David Ament, Mayor

By: _____

By: _____
Erin Cross, Recreation Manager

By: _____

EXHIBIT A

Dates/Times/Places of Beer Garden Events

Saturday, January 8 th , 2022	12pm – 7pm	Malone Park
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Rain Dates/Times/Places of Beer Garden Events

Saturday, January 15 th , 2022	12pm – 7pm	Malone Park
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EXHIBIT B





4BROTHER-01

JCATAROZOLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2021

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

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

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	CONTACT NAME: Janice Catarozoli	
	PHONE (A/C, No, Ext): (414) 273-4511 1511	FAX (A/C, No): (262) 717-9434
	E-MAIL ADDRESS: jcatarozoli@robertsonryan.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : SOCIETY INSURANCE	
	NAIC # 15261	
INSURED 4 Brothers Blended Beer Co LLC dba City Lights Brewing Company 2200 W Mount Vernon Ave Milwaukee, WI 53233	INSURER B :	
	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 ☐ PRO-JECT ☐ LOC OTHER: General Aggregate	X		BP21026341	8/15/2021	8/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA21026342	8/15/2021	8/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UM21026344	8/15/2021	8/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	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	WC21026343	8/15/2021	8/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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)
 New Berlin Parks and Rec is included as Additional Insured on a Primary and Non-Contributory basis with respect to General Liability.
 Festival on January 8, 2022. Address: 16400 W Al Stigler Pkwy, New Berlin, WI 53151.

CERTIFICATE HOLDER

CANCELLATION

New Berlin Parks and Rec 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 