

Parks, Buildings and Grounds Commission MEETING AGENDA



October 9, 2023 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

Posted 10/5/2023

AGENDA

1. CALL TO ORDER

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

3. APPROVAL OF MINUTES

- A. September 11, 2023 Parks, Buildings & Grounds Commission Meeting Minutes

4. NEW BUSINESS

- A. Discussion and possible action on vendor agreement with 1848 Coffee, LLC to provide beverages for the Halloween event on October 28, 2023, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor.
- B. Discussion and possible action on vendor agreement with 1840 Brewing Company, LLC to provide a beer garden for the Halloween event on October 28, 2023, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor
- C. Discussion and possible action on vendor agreement with Flour Girl & Flame, LLC to provide pizza and related food items for the Halloween event on October 28, 2023, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor.

5. ADJOURN

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- 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.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly 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 in the above notice.



Parks, Buildings and Grounds Commission MEETING MINUTES

September 11, 2023 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL TO ORDER

Mayor Ament called the meeting to order at 5:32PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Alderperson Horbinski, Commissioner Ferrante, Commissioner Rafel, Commissioner Wicichowski

Staff Present: Director of DPW Josh Radomski

3. APPROVAL OF MINUTES

A. July 10, 2023 Parks, Buildings & Grounds Commission Meeting Minutes

MOTION: Motion to Approve the July 10, 2023 minutes

VOTE: Motion by: Commissioner Wicichowski
Second by: Commissioner Ferrante
Motion Passed 5-0

4. NEW BUSINESS

A. Recommend to Common Council to Award Malone Park Lighting Upgrade Project

Discussion: General discussion related to the need for alternate 3, tracking pad. Alternate 3 will not be required if there is sufficient frost in the ground to support the weight of the crane to lift the lights.

MOTION: Motion to recommend approval of the lowest responsible responsive bidder, Pieper Electric for Base Bid, including alternate 1, 2 & alternate 3, if determined by staff, to the Common Council, 2nd by Commissioner Rafel. Base Bid \$550,000, Alt 1 - \$4950, Alt 2 - \$5695 & Alt 3 - \$6710.

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Ferrante
Motion Passed 5-0

B. Recommend to Common Council to Award Safety Building Foundation Grading Project

Discussion: Josh explained the issues related to the need of the project and the project scope.

MOTION: Motion to recommend approval by the Common Council of the lowest responsible responsive bidder for the Safety Building Grading Project

VOTE: Motion by: Commissioner Wicthowski
Second by: Commissioner Ferrante
Motion Passed 5-0

- C.** Recommend to Common Council approval of Resolution 23-22 - A Resolution Transferring Funds from the Malone Park Lighting CIP Account to the Safety Building Foundation CIP Account
Discussion: Josh noted there were remaining funds in lighting upgrade budget which could be used to offset cost overages in the Safety Building Grading project.

MOTION: Motion to recommend approval by the Common Council Resolution 23-22 A Resolution Transferring Funds from the Malone Park Lighting CIP Account to the Safety Building Foundation CIP Account.

VOTE: Motion by: Commissioner Wicthowski
Second by: Commissioner Ferrante
Motion Passed 5-0

5. ADJOURN

MOTION: Motion to Adjourn at 5:52PM.

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Wicthowski
Motion Passed 5-0

Respectfully Submitted,

Robert T. Rafel MBA
PB & G Commission Secretary

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2023, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and 1848 COFFEE, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 13575 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as “Vendor”);

WHEREAS, the City owns and operates Malone Park, which facilities have various amenities (hereinafter the “Park”); and

WHEREAS, the City is desirous of holding a Halloween event on October 28, 2023, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

WHEREAS, the City is desirous of creating a beer garden, along with food and coffee sales.

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 map, Exhibit A, to the Vendor on October 28, 2023 to provide coffee sales between Noon and 3:00 p.m. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the Park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to 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, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 28, 2023 between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor 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.

4. Responsibilities of Vendor:

- a. Vendor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Vendor agrees to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
- c. Vendor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status, gender or any other prohibited basis of discrimination.

- d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
- f. Vendor agrees, at its own expense, to keep the Park 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 Department of Public Works.
- 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 Vendor.
- h. Vendor 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.

5. The parties shall mutually perform an inspection of the Park both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Park meets the requirements as set forth in this Agreement. Vendor agrees to return the Park 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.

6. Vendor 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 Vendor, their agents, subcontractors or assigns, in conducting food and beverage services, 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.

7. Vendor 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 Vendor.

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

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

10. Vendor agrees to allow the City to hold events coordinated by the City in conjunction with food and beverage service contemplated hereunder. This use is not exclusive.

11. Vendor acknowledges that they are not permitted to bring in additional lighting or music (whether live or recorded) without the expressed written permission of the City. Vendor may bring and set up a point-of-sale station and credit card station at their expense.

12. City agrees to maintain the bathrooms in the Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily.

13. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of _____ (\$_____.00) Dollars, not less than ten (10) days following the completion of the event.

14. Vendor 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 are followed. Any criminal activity shall be reported immediately to the New Berlin Police Department.

15. Vendor agrees to maintain 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.

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

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

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

19. 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.

20. 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

VENDOR:
1848 COFFEE LLC

By: _____
David Ament, Mayor

By: _____

By: _____

EXHIBIT A

MAP OF PARK

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2023, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and 1840 BREWING COMPANY, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 342 East Ward Street, Milwaukee, Wisconsin, 53207 (hereinafter referred to as “Vendor”);

WHEREAS, the City owns and operates Malone Park, which facilities have various amenities (hereinafter the “Park”); and

WHEREAS, the City is desirous of holding a Halloween event on October 28, 2023, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

WHEREAS, the City is desirous of creating a beer garden, along with food and coffee sales.

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 map, Exhibit A, to the Vendor on October 28, 2023 to provide beer sales between Noon and 3:00 p.m. pursuant to the terms and conditions set forth herein. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to 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, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 28, 2023 between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor 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.

4. Vendor shall be permitted to sell beer at this event with an alcohol content no greater than eight (8%) APV, subject to the Vendor having an approved State Brewery License to allow it to do so. The Vendor will supply licensed bartenders and shall follow State of WI Statutes and City of New Berlin ordinances regarding the sales of beer. The Vendor will ensure that all persons served are of legal drinking age. The Vendor acknowledges that the areas in which beer may be consumed are limited to those that are set forth in the attached map, Exhibit A. The City will create fencing and/or signage directing patrons that alcohol may only be consumed within the designated area.

5. Responsibilities of Vendor:
 - a. Vendor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
 - b. Vendor agrees to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
 - c. Vendor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status, gender or any other prohibited basis of discrimination.
 - d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
 - e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
 - f. Vendor agrees, at its own expense, to keep the Park 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 Department of Public Works.
 - 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 Vendor.
 - h. Vendor 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.

6. The parties shall mutually perform an inspection of the Park both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Park meets the requirements as set forth in this Agreement. Vendor agrees to return the Park 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.

7. Vendor 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 Vendor, their agents, subcontractors or assigns, in conducting food and beverage services, 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.

8. Vendor 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 Vendor.

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

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

11. Vendor agrees to allow the City to hold events coordinated by the City in conjunction with food and beverage service contemplated hereunder. This use is not exclusive.

12. Vendor acknowledges that they are not permitted to bring in additional lighting or music (whether live or recorded) without the express written permission of the City. Vendor may bring and set up a point-of-sale station and credit card station at their expense.

13. City agrees to maintain the bathrooms in the Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily.

14. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of _____ (\$_____.00) Dollars, not less than ten (10) days following the completion of the event.

15. Vendor 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 are followed. Any criminal activity shall be reported immediately to the New Berlin Police Department.

16. Vendor agrees to maintain 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.

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

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

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

20. 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.

21. 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

VENDOR:
1840 BREWING COMPANY LLC

By: _____
David Ament, Mayor

By: _____

By: _____

EXHIBIT A

MAP OF PARK

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2023, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and FLOUR GIRL & FLAME, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 6735 West Lincoln Avenue, West Allis, Wisconsin, 53219-2053 (hereinafter referred to as “Vendor”);

WHEREAS, the City owns and operates Malone Park, which facilities have various amenities (hereinafter the “Park”); and

WHEREAS, the City is desirous of holding a Halloween event on October 28, 2023, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

WHEREAS, the City is desirous of creating a beer garden, along with food and coffee sales as part of this event.

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 map, Exhibit A, to the Vendor on October 28, 2023 to provide pizza and related food sales between Noon and 3:00 p.m. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the Park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to 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, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 28, 2023, between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor 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.

4. Responsibilities of Vendor:

- a. The Vendor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Vendors agree to abide by all local, state and federal regulations concerning the sale and service of alcoholic beverages.
- c. Vendor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status, gender or any other prohibited basis of discrimination.

- d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
- f. Vendor agrees, at its own expense, to keep the Park 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 Department of Public Works.
- 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 Vendor.
- h. Vendor 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.

5. The parties shall mutually perform an inspection of the Park both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Park meets the requirements as set forth in this Agreement. Vendor agrees to return the Park 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.

6. Vendor 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 Vendor, their agents, subcontractors or assigns, in conducting food and beverage services, 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.

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15. Vendor agrees to maintain 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.

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

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

19. 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.

20. 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

VENDOR:
FLOUR GIRL & FLAME LLC

By: _____
David Ament, Mayor

By: _____

By: _____

EXHIBIT A

MAP OF PARK