

Recreation Commission MEETING AGENDA



December 11, 2023 - 6:00 PM

ARC

15321 W. National Avenue

New Berlin, WI 53151

Published 12/8/2023

AGENDA

1. CALL TO ORDER

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

3. APPROVAL OF MINUTES

- A. November 8, 2023 Meeting Minutes

4. NEW BUSINESS

- A. Discussion and possible action to Common Council approval of the RAS for the 2024 Facility Rental Fee Waiver Policy
- B. Discussion and possible action to Common Council approval of the RAS for the 2024 Community Center Rental Packet
- C. Discussion and possible action to Common Council approval of the RAS for the 2024 Picnic Shelter Rental Packet
- D. Discussion and recommendation to the Common Council approval of a contract with Chrome Fireworks in the amount of \$6,500 for Winterfest Fireworks and the approval of the fireworks permit as approved by the City Attorney
- E. Tour of ARC

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.



Recreation Commission MEETING MINUTES

November 8, 2023 - 6:00 PM
Council Chambers
3805 S. Casper Drive

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

MINUTES

1. CALL TO ORDER

Alderman Harenda called the meeting to order at 6:00PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Joelle Erickson took the roll call as follows:

Present: Alderperson Harenda, Commissioner Napoli, Commissioner Prei

Excused: Commissioner Woida, Commissioner Oelschlaeger

Staff Present: DCD Director Greg Kessler, Recreation Manager Katie Roth, Recreation Specialist Sam Blonien, City Clerk Administrative Specialist Joelle Erickson

3. APPROVAL OF MINUTES

A. September 25, 2023 Meeting Minutes

MOTION: Motion to Approve September 25, 2023

VOTE: Motion by: Commissioner Prei
Second by: Commissioner Napoli
Motion Passes 3-0

4. NEW BUSINESS

A. Discussion and possible action to Common Council approval of the RAS for Athletic Field Use Guidelines for the 2024 Outdoor Sports Season.

MOTION: Motion to Approve RAS for Athletic Field Use Guidelines for the 2024 Outdoor Sports season

VOTE: Motion by: Commissioner Napoli
Second by: Commissioner Prei
Motion Passes 3-0

B. Discussion and possible action to Common Council approval of the RAS to enter into an Instructor Services agreement with Andy Stefancin, DBA Andy's Events LLC to provide Recreation dance instruction

MOTION: Motion to approve RAS to enter into an Instructor Services Agreement with Andy Stefancin, DBA Andy's Events LLC to provide recreation dance instruction

VOTE: Motion by: Commissioner Prei
Second by: Commissioner Napoli
Motion Passes 3-0

C. Discussion and possible action to Common Council approval of the RAS to enter into an Instructor Services agreement with Craig Bukowski to provide recreation dance instruction

MOTION: Motion to Approve the RAS to enter into an Instructor Services Agreement with Craig Bukowski to provide recreation dance instruction

VOTE: Motion by: Commissioner Napoli
Second by: Commissioner Prei
Motion Passes 3-0

- D.** Discussion and possible action to Common Council approval of the RAS to enter into an Instructor Services agreement with Barb Chucka, DBA One Cake at a Time, LLC, to provide recreation cooking lessons

MOTION: Motion to Approve the RAS to enter into an Instructor Services Agreement with Barb Chucka, DBA one Cake at a Time LLC, to provide recreation cooking lessons.

VOTE: Motion by: Commissioner Prei
Second by: Commissioner Napolli
Motion Passes 3-0

5. COMMUNICATION

A. ARC Grand Opening Flyer

B. Tax Bill Insert

C. 2024 Winter/Spring Activity Guide

6. ADJOURN

MOTION: Motion to Adjourn at 6:15PM

VOTE: Motion by: Commissioner Napoli
Second by: Commissioner Prei
Motion Passes 3-0



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the recommendation of approval to the Common Council of the Facility Rental Fee Waiver Policy.

DATE: 12-6-2023

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the Facility Rental Fee Waiver Policy.

FISCAL IMPACT: Imposing a cap on the number of complimentary facility rentals to offset the expenses related to staff setup and takedown, as well as administrative time.

RATIONALE/BACKGROUND: The Policy has changed for Facility Rental's to the following:

- The requested waiver/discount must not be valued at more than \$500.00 per year (previously \$550- per time).
- A waiver may only be requested one time per year per group. (1 Picnic Shelter Rental & 1 Community Center Rental). (Previously unlimited).
- Youth/Church/Senior Groups- Updated Policy

If non-profit City of New Berlin based organizations such as; youth groups, churches, schools, or senior citizen groups with a non-profit tax ID number wish to reserve a site for events during regular business hours (Monday-Thursday) that do not qualify as a "Special Event," there is no charge and can have up to 1 picnic rental fee waived per year per group. However, a Rental Fee Waiver/Discount Request Form must be completed and approved at least 30 days in advanced. Rental fee waiver requests that exceed either of the criteria must be approved by the Recreation Commission.



City of New Berlin Recreation Department

Rental Fee Waiver/Discount Request Policy

I. General

This policy establishes parameters for rental fee discounts and the issuance of rental fee waivers for temporary use of the City of New Berlin facilities. Facility fees and charges may be waived in certain limited cases.

II. Application Procedure

On occasion, when the defined criteria are met, rental fees and charges may be waived or reduced. Written requests for waiver of fees and/or charges must be received 30 days in advance, in letter form to the Recreation Manager. Supplementing this letter must be the completed "Rental Fee Waiver/Discount Request Form". It should be noted that fee waivers are for department/facility fees only. Direct costs including, but not limited to, vehicle costs, traffic control, staff time or other City fees, including security deposits are not eligible for waiver or reduction under this policy. Each organization seeking a rental fee waiver or discount shall provide the required qualifying criteria and documentation for consideration. A waiver may only be requested one time per year per group. (1 Picnic Shelter Rental & 1 Community Center Rental).

III. Responsibility

The Recreation Manager shall ensure that the department follows the procedures set forth in this policy.

IV. Qualifying Criteria

- a) Organizations must meet the following criteria to be considered for a rental fee waiver or discount:
 - 1) Organizations must be based in the City of New Berlin (principal office and place of business must be located in the City of New Berlin) and be composed of, at least 80%, New Berlin residents.
 - 2) Organizations may not exclude any New Berlin resident from membership in their group.
 - 3) If fees are required for membership in the organization, they must be used for expenses directly related to the activities conducted.
 - 4) The sponsoring organization must be organized as a non-profit corporation in accordance with the laws of the State of Wisconsin, and shall provide, upon request, documentation of such status.
 - 5) New Berlin community events or services must be open to attendance by the general public.
 - 6) Any profits realized from a Community event or service must be used for the purpose of supporting a project which will benefit the community in general. Examples would include donations of equipment or funds to schools, donations of park equipment, construction of community facilities, and funding programs to assist community residents.
- b) Organizations that are under a Facility Use Agreement or other contract with the City of New Berlin will be subject to the terms of their agreement.

V. Disqualifying Criteria

- a) Events without a clear civic purpose or New Berlin community benefit.
- b) Organizations which transfer any portion of their net earnings to the benefit of any private shareholder or individual, or otherwise engage in a business or commercial activity for the purpose of making a profit.
- c) Events sponsored by private individuals.
- d) Events or activities that are restricted or otherwise not open to the general public.

VI. Waiver Policy

For consideration by the Recreation Manager, the waiver request must meet the above qualifying criteria as well as the following:

- a) The request must be for temporary use, such that the event/activity is less than 12 hours in duration, and does not reoccur within the calendar year.
- b) The requested waiver/discount must not be valued at more than \$500.00 (per year).
- c) A waiver may only be requested one time per year per group. (1 Picnic Shelter Rental & 1 Community Center Rental).

Rental fee waiver requests that exceed either of the aforementioned criteria must be approved by the Recreation Commission.

Please complete form on the next page





City of New Berlin Recreation Department

Rental Fee Waiver/Discount Request Form

Name of Organization: _____ Today's Date: _____

Legal Address of Organization: _____

Contact Person or Organizer of Event: _____

Email Contact: _____ Phone: _____

Organization Description: _____

Descriptions of proposed activity: _____

Date & duration of proposed activity: _____

Has this event been scheduled with the New Berlin Recreation Department in the past? ☐ Yes ☐ No

Does this event require any street or park closures? ☐ Yes ☐ No

Please provide a site plan for your event or activity: ☐ Attached ☐ Not attached

Number of expected participants or attendees? Youth _____ Adults _____

Please describe how this activity will positively impact the New Berlin Community: _____

Is someone from your organization profiting financially from this event? ☐ Yes ☐ No

Is your organization an official non-profit 501(c)3? ☐ Yes ☐ No

If yes, list your non-profit tax ID number: _____

Will you be charging a fee for this event? ☐ Yes ☐ No

If yes, please list fees: _____

Is this event open to the public? ☐ Yes ☐ No

What percentage of fees are you asking to be waived? _____

Will this event take place next year? ☐ Yes ☐ No

Review Process: Waiver requests are reviewed on a month to month basis and as the Recreation Commission meets monthly. Upon review, you will be notified within 1 business day if your request has been approved or denied. Please note that simply meeting the outlined criteria does not guarantee a waiver of fees.

Applicant Signature: I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations as stipulated in the Facility Use Agreement. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statements may result in denial of the requested permit or revocation of any issued permit.

Signature: _____ Date: _____

Received by: _____ Date Received: _____ Criteria met: Y N
Status (circle one): Approved Denied Conditional Total Fees Waived: _____
Total Fees Due: _____ Approved by: _____ Date approved: _____



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Community Center Rental Packet.

DATE: 12-4-2023

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the Community Center Rental Fees.

FISCAL IMPACT: The Community Center Rental Fees are increased to reflect the current staffing fees and supplies needed to prep and maintain the Community Center.

RATIONALE/BACKGROUND: The Community Center Rental Fees are increased to reflect the current staffing fees and supplies needed to set up and maintain the community center:

- Cleveland Room Rental is now \$100/HR for Residents (\$140 for non-residents) for a minimum of 5 hours to rent to cover the staff fees to set up and take down the event.
- Trailside Room Rental is now \$70/HR (\$100 for non-residents) for a minimum of 4 hours to cover the staff fees to set up and take down the event.
- Park, Buildings & Grounds maintenance's In-House Cost is now \$57/HR.

The proposed modifications to the fee structure at the New Berlin Community Center have been thoughtfully considered to secure the sustainable maintenance and operation of our community's facilities. Several factors, including increased operational costs, staffing and equipment expenses, and facility maintenance, have necessitated these fee adjustments.

Implementing these changes is crucial to consistently provide maintained community center facilities for the benefit of our local community.

New Berlin Community Center

14750 W. Cleveland Ave. | New Berlin, WI | 53151

WELCOME!

Welcome to the New Berlin Community Center which is also known to many of the locals as the “Old Library.” The Center is owned and operated by the City of New Berlin and provides key spaces for a variety of programs, activities, and events sponsored by the Recreation Department. The New Berlin Senior Citizens' Club and New Berlin Food Pantry also operate out of this facility on a year-round basis.

When the Community Center is not being utilized for City-sponsored activities, several rooms are made available for rentals to both resident and non-resident community organizations and citizens. Meetings, weddings, family reunions, and birthdays are just a few of the many occasions that the facility accommodates. The location is conveniently located within 10 minutes of two major freeways and sits adjacent to Lions Park and its many amenities which include: walking paths, picnic shelters, tennis/pickleball courts, a fishing pond, ball diamond, newly renovated playground, and much more!

Included in this rental information packet you will find the rules and regulations that govern the rental usage of the New Berlin Community Center, hours of operation, rooms available for rent and the corresponding fees, space capacities, etc.

How To Reserve a Space

- Contact the Recreation Dept. to check room availability **(262) 797-2443** or **recreation@newberlin.org**
- **Reservations are only accepted in-person** at the New Berlin Activity and Recreation Center on a first come, first served basis. Full payment, including deposit, is due at the time of booking.



Contact Information

NEW BERLIN RECREATION DEPARTMENT

15321 W. National Ave.
New Berlin, WI 53151

OFFICE HOURS

Monday-Friday 7:00am-7:00pm
Saturday 9:00am-5:00pm

****Hours subject to change by season****

RECREATION PHONE

(262) 797-2443

EMAIL

recreation@newberlin.org

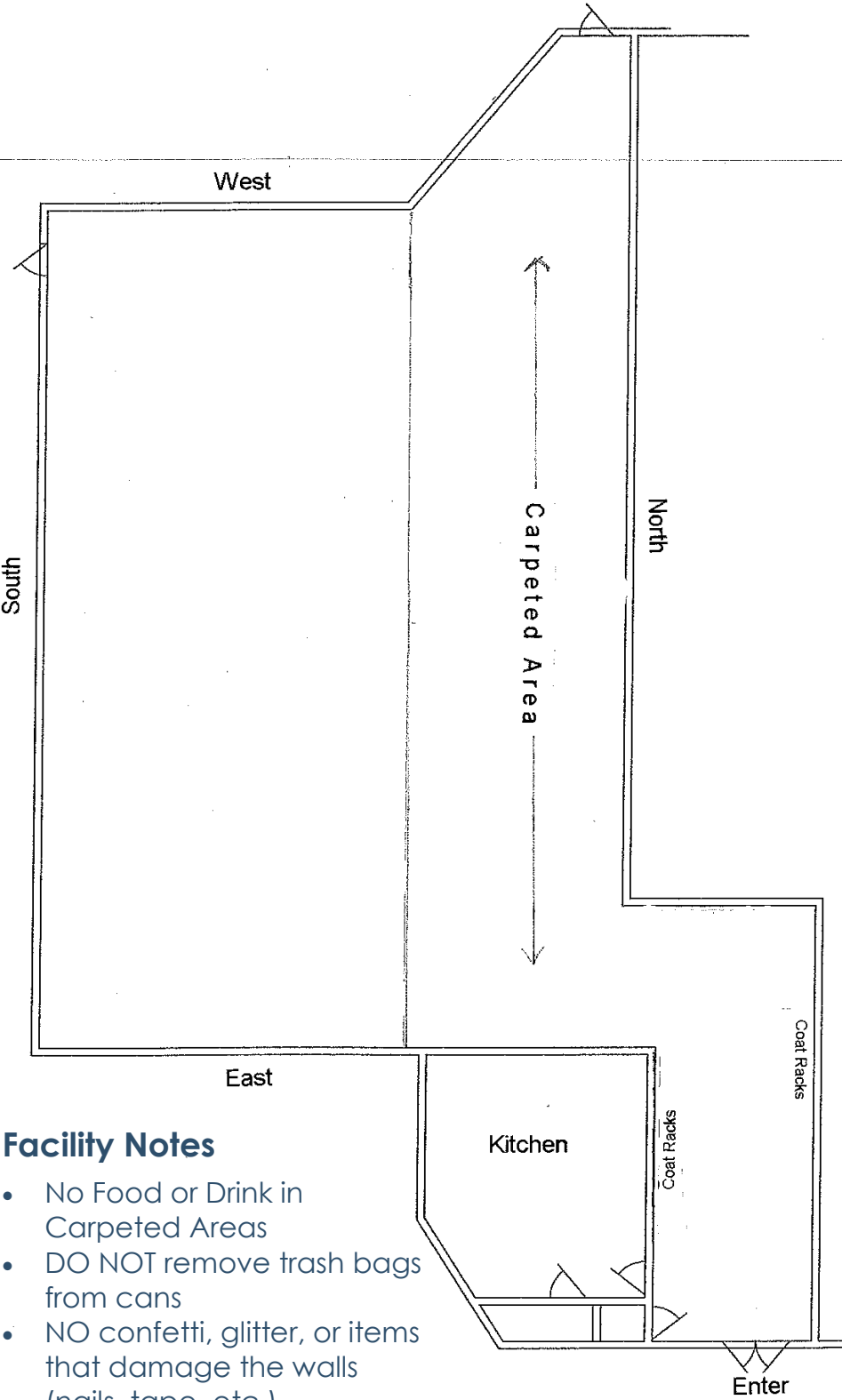
ONLINE

www.newberlinwi.gov



New Berlin Community Center

Cleveland Room with Kitchen



Facility Notes

- No Food or Drink in Carpeted Areas
- DO NOT remove trash bags from cans
- NO confetti, glitter, or items that damage the walls (nails, tape, etc.)

Cleveland Room

SQUARE FOOTAGE

4,687

CAPACITY

176 people

MINIMUM RENTAL HOURS

Monday-Thursday: 3 Hours
Friday-Sunday: 5 Hours

HOURLY FEE:

Residents: \$100 per Hour
Non-residents: \$140 per Hour

SECURITY DEPOSIT:

\$500 (due at time of booking)

INCLUDED WITH RENTAL:

- Basic Kitchen Space
 - Refrigerator
 - Microwave

TABLES & CHAIRS AVAILABLE:

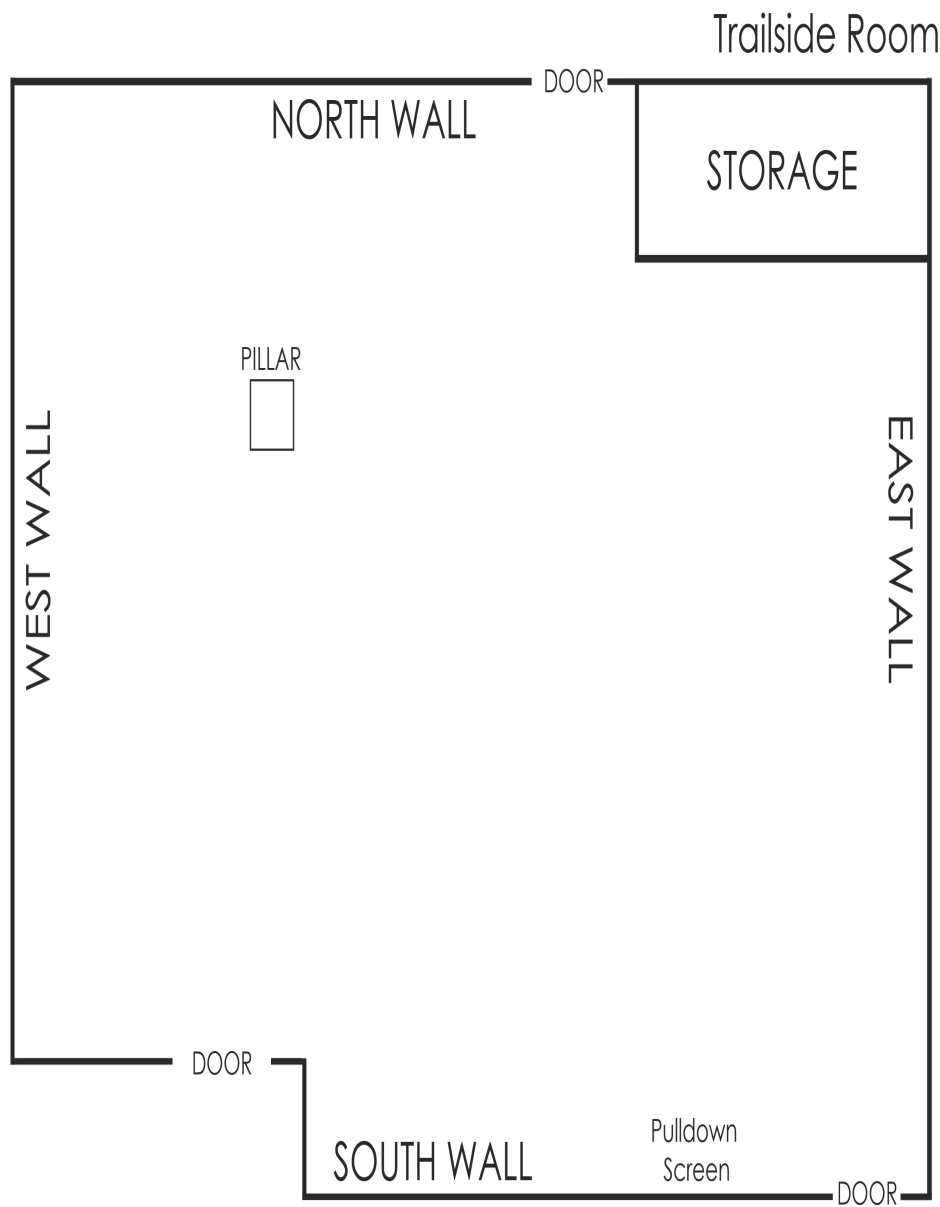
- 17—6 foot round tables with 8 chairs each
- 7—5 foot round tables with 6 chairs each
- 5—6ft rectangle tables for food, gifts, drinks, etc.

ROOM SET-UP

The Renter Applicant is responsible for choosing a room set-up configuration no later than two weeks prior to the rental. If no room set-up configuration is submitted, staff will set-up a general configuration according to the number of guests listed on the permit.

New Berlin Community Center

Trailside Room with Kitchen



Facility Notes

- Trailside Room Kitchen is kitty-corner to southeastern wall of the Trailside Room (not shown in diagram)
- No Food or Drink in Carpeted Areas
- DO NOT remove trash bags from cans
- NO confetti, glitter, or items that damage the walls (nails, tape, etc.)

Trailside Room

SQUARE FOOTAGE

1,614

CAPACITY

80 people

MINIMUM RENTAL HOURS

Monday-Thursday: 2 Hours
Friday-Sunday: 4 Hours

HOURLY FEE:

Residents: \$70 per Hour
Non-residents: \$100 per Hour

SECURITY DEPOSIT:

\$500 (due at time of booking)

INCLUDED WITH RENTAL:

- Deluxe Kitchen Space
- Refrigerator/Freezer
- Microwave & Stove/Oven

TABLES & CHAIRS AVAILABLE:

- 16—6 foot rectangle tables with 4 chairs each (for groups of 80 2 tables will be pushed together with 10 chairs each)
- Additional 6 foot rectangle tables for food, gifts, drinks, etc.

ROOM SET-UP

The Renter Applicant is responsible for choosing a room set-up configuration no later than two weeks prior to the rental. If no room set-up configuration is submitted, staff will set-up a general configuration according to the number of guests listed on the permit.

NEW BERLIN COMMUNITY CENTER APPLICATION FORM

New Berlin Recreation Department - Phone (262) 797-2443

15321 W National Ave, New Berlin, WI 53151

Email: recreation@newberlin.org Website: www.newberlinwi.gov

APPLICANT NAME: _____ GROUP/COMPANY: NAME _____

ADDRESS: _____ CITY: _____ ZIP: _____

PHONE (Home): _____ (Work): _____ (Cell): _____

EMAIL: _____

ALTERNATE CONTACT NAME: _____

PHONE (Home): _____ (Work): _____ (Cell): _____

EVENT DESCRIPTION: _____

EVENT DATE: _____

EVENT START TIME: _____ EVENT END TIME: _____ ESTIMATED ATTENDANCE: _____

ROOM(S) REQUESTED:

CLEVELAND COMMUNITY ROOM

☐ Capacity 176 (includes use of Kitchen)

Use of Kitchen will be needed:

☐ Yes ☐ No

Food will be served:

☐ Yes ☐ No

If yes, will this be a Catered event?

☐ Yes ☐ No

TRAILSIDE ROOM

☐ Capacity 80 Banquet (includes use of Kitchen)

Use of Kitchen will be needed:

☐ Yes ☐ No

Food will be served:

☐ Yes ☐ No

If yes, will this be a Catered event?

☐ Yes ☐ No

Other Options:

Alcohol (Beer/Wine/Liquor)

☐ Yes ☐ No

Are you charging for alcohol?

☐ Yes ☐ No

Are you charging an entrance fee?

☐ Yes ☐ No

Amplified Music (more than Bluetooth speaker)

☐ Yes ☐ No

Other Options: Please enter the **number** of items you need:

_____ Food & Beverage Tables _____ Display/Gift Tables _____ Seating Tables _____ Diagram Attached

Any changes to the rental application (less than 5 business days prior to event) will not be granted!

The undersigned applicant agrees on behalf of him or herself and all users of the New Berlin Community Center under the auspices of this application to indemnify and hold harmless and release the City of New Berlin its officers, elected officials, agents and insurers as and against any and all actions, demands, damages, causes of actions and claims of any kind or nature, including actual attorney's fees arising from, or in any way attributed to, in whole or in part, the granting of this application and/or the use of the New Berlin Community Center by the applicant or anyone participating in or involved with the event which is the subject of the application. Notwithstanding the foregoing the applicant shall not be required to indemnify the City against the City's own negligent or intentional conduct. By signing this agreement I/we acknowledge that I/we have read it (& Policies & Procedures) in its entirety, have given its terms due consideration, understand said terms and understand that I/we are freely and voluntarily giving up certain rights. I/we further intend that this agreement shall be binding upon all of our heirs' successors and assigns.

SIGNATURE OF APPLICANT: _____ **DATE:** _____

NEW BERLIN COMMUNITY CENTER BUILDING PROCEDURES & CLEANUP

- The Community Center doors are operated on an electronic locking system. Doors will automatically unlock at the start time listed on your permit, and automatically lock at the end time listed on your permit.
- You may enter the Main entrance at the North side or South side of the building.
- As you enter your designated room, turn on the lights. Please make sure to turn off lights when your rental/meeting has concluded.
- Upon conclusion of your meeting, make sure that all areas you have utilized have been cleaned up. Each kitchen has cabinets marked with cleaning supplies for your use.
- If you are leaving more than **1 hour earlier** than the times listed on your rental, **please contact: Facilities Management: (Mon-Fri 8:00 am-3:00 pm at 262-797-2471) or (Nights & Weekends Cell at 262-527-4843).**
- Upon conclusion of your rental/meeting, please make sure all doors to rooms that you have utilized are shut.
- Make sure all outside doors are shut.

CLEAN-UP POLICIES

The policies listed below will serve to identify the responsibilities on the part of both the City of New Berlin staff and the Permit Holder.

STAFF

The Primary function of City staff is to set up all tables and chairs **prior** to an event and to remove tables and chairs if necessary for the next event. The Community Center will have clean-up materials available on the premises to aid **PERMIT HOLDERS** in cleaning, such as mops and trash bags.

PERMIT HOLDER

The renter bears the responsibility of leaving the facility in the same condition as it was found. Failure to comply will lead to forfeiture of ALL or part of the permit holder's security deposit.

In order to ensure a FULL reimbursement of the security deposit, the user must meet the following criteria:

- _____ All bottles, cans, cups, tableware, etc. placed into proper trash containers.
Remember, NO tableware or silverware is provided by the City of New Berlin.
- _____ Tables and chairs wiped clean of food and beverage spills
- _____ Any "wet spills" on floor mopped (wet spills must be addressed at the time they occur). If you have a wet spill, there is a mop, pail, and wet sink located in the closet inside of the men's bathroom.
- _____ Trash is bagged and placed in wastebaskets. **Do not remove plastic bags from garbage receptacles!**
- _____ Kitchen area clean and cleared of any food or debris.
- _____ All decorations taken down and discarded properly or removed from the building. No confetti, glitter, or other lingering decorations are used.

IMPORTANT!!

Events must conclude at the time specified on the Facility Agreement. The City of New Berlin does not permit adding additional time to an event the day of the event. If for any reason the allotted time exceeds the designated departure times, the Permit Holder's deposit will be forfeited and the Police Department may be dispatched. As noted above, the Community Center has a building computer system that will identify whether the building is being used past the designated time of the facility agreement.

COMMUNITY CENTER FACILITY RESERVATION INFORMATION

To reserve a room at the New Berlin Community Center, please contact:

New Berlin Recreation Department
15321 W National Ave
New Berlin, WI 53151-0921
262-797-2443

City of New Berlin Recreation Department programs and other City of New Berlin events have first priority in scheduling use of rooms in the Community Center. The City of New Berlin reserves the right to limit the size of groups or available rooms based upon the capacity of the facilities, available parking, and to protect the public health and safety.

Facility Application:

Rooms at the Community Center may not be rented in advance of the following dates:

- **January 2024-May 2024 Reservations:** Begin Accepting in late November 2023
- **June 2024-August 2024 Reservations:** Begin Accepting in late March 2024
- **September 2024-December 2024 Reservations:** Begin Accepting in late July 2024

This ensures all City of New Berlin events are scheduled before accepting private rentals.

Commercial solicitation and transactions are prohibited. When facilities are not in use for scheduled City of New Berlin activities, and are available to the public for rent, then use of facilities is available on a first come, first served basis. The Applicant must be at least 21 years of age. The person or organization to whom the permit is issued assumes all responsibility for use of the facility. Permits cannot be transferred, assigned, or sublet. The rooms reserved for your activity are included on your permit. All other rooms in the facility are off limits.

Reservations:

Reservations are only accepted in-person at the Recreation Department office located at 15321 W. National Ave.). Hours are Monday-Friday, 8 AM – 4:30 PM.

Reservation Status:

A rental reservation is considered binding after the Facility Rental Agreement has been signed by the rental applicant and approved by City personnel. Rental applicants may not advertise any event until this time. Reservations will be confirmed and considered complete only after all required forms are signed and submitted and applicable fees and deposits are paid. The Recreation Department does not hold dates for any individual, businesses, groups, or organizations.

Rental Security Deposits and Payment Information:

ALL Rentals must be paid for in full at time of booking.

1. Rental Fee:

- a. Rental payment must be made in full at the time of the facility application approval.

2. Security Deposit:

- a. The security deposit fee for all rentable rooms is \$500. A credit or debit card will be required to cover the Security Deposit. The Security Deposit is due when booking the event. The deposit is refundable if the conditions of the rental are met (processed within one week following event). If damage occurs, the refund can be delayed.
- b. Conditions which lead to withholding part or all of the Security deposit include, but are not limited to, the following:
 - 1) Clean-up is not completed as outlined in the facility rules and regulations.
 - 2) Use of the room exceeds the scheduled rental time.
 - 3) The number of persons attending the event exceeds the number of participants listed in the agreement.
 - 4) New Berlin Recreation Department equipment or the Community Center facility is damaged during rental period.
 - 5) If damage occurs and the cost of the damage exceeds the amount of the deposit, the rental applicant will be billed for any additional expense. Damages could lead to losing future facility use privileges. The decision of whether the deposit shall be refunded is solely up to the Recreation Department and will not be refunded until the facility has been inspected by City personnel.
 - 6) Additional staff time charge required for special services or items not included in prepaid facility charge, but used by renter during the rental period.

Cancellation/Refund Policy:

- a. For cancellation requests received at least 60 days prior to the event date for all available rooms, all (100%) of the rental fees will be refunded plus the Security Deposit.
- b. For cancellation requests received less than 60 but more than 30 days prior to the event date for all available rooms, one-half (50%) of the rental fees will be refunded plus the full Security Deposit.
- c. For cancellation requests received less than 30 days prior to the event date, only the security deposit will be refunded. None (0%) of the rental fees will be refunded.
- d. Renter shall be liable for all costs of any additional services already performed.
- e. The person who signed the contract must submit the request for cancellation to the New Berlin Recreation Department.

Available Rental Hours:

Sunday: 10:00 AM - 10:00 PM

Monday through Thursday: 8:00 AM - 10:00 PM

Friday: 8:00 AM - 12:00 Midnight

Saturday: 10:00 AM - 12:00 Midnight

Facility will be closed on all major holiday weekends and election weekends.

New Berlin Community Center Fee Schedule Category Definitions:

Resident:

- a. Any New Berlin resident, individual residing within New Berlin city limits, resident business renting for non-commercial use, or resident group. To be considered a resident business, both the principal office and place of business must be located within the corporate limits of the city.
- b. New Berlin public or private elementary, middle school and high schools located within the corporate limits of the city.

Non-Resident:

- a. Any individual, business, non-profit, or for-profit group residing outside the New Berlin city limits.

Fee Waiver Policy:

- a. Please contact the Recreation Department to request the facility fee waiver policy.

Fundraising Activities:

- a. Fundraisers are only permitted on behalf of Community Based Non-Profit Organizations, or on behalf of benevolent, philanthropic, patriotic, or charitable organizations.
- b. Every charitable organization intending to conduct a fundraising activity must provide to the Department the following:
 - 1. Name under which the charitable organization intends to solicit contributions.
 - 2. Names and addresses of officers, directors, trustees, and executive personnel.
 - 3. Names and addresses of any professional fundraiser or professional solicitors.
 - 4. General purpose for which the charitable organization is organized and purpose for which the contributions to be solicited will be used.
 - 5. Where and when the organization was established and evidence of tax-exempt status.
 - 6. Whether the organization has ever been banned by any court from soliciting contributions or lost its authorization to solicit contributions.

NEW BERLIN COMMUNITY CENTER
2024 DATES UNAVAILABLE FOR RENTALS

2024 Holiday Closures

- Friday, December 29th, 2023 thru Tuesday, January 2nd, 2024
New Year's Holiday
- Friday, March 29th thru Sunday, March 31st
Easter Holiday
- Friday, May 24th thru Monday, May 27th
Memorial Day Holiday
- Monday, July 1st thru Sunday, July 7th
4th of July Holiday
- Friday, August 30th thru Monday, September 2nd
Labor Day Holiday
- Wednesday, November 27th thru Sunday, December 1st
Thanksgiving Holiday
- Monday, December 23rd thru Wednesday, December 25th
Christmas Holiday
- Monday, December 30th, 2024 thru Thursday, January 2nd, 2025
New Year's Holiday

2024 Election Closures

- Friday, February 16th thru Wednesday, February 21st
Spring Primary
- Friday, March 29th thru Wednesday, April 3rd
Spring General
- Friday, August 9th thru Wednesday, August 14th
Fall Primary
- Friday, November 1st thru Wednesday, November 6th
Fall General

Please note that additional "Unavailable Dates" may be added throughout the year. Contact the Recreation Department for the most up-to-date schedule.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Picnic Shelter Rental Packet.

DATE: 12-6-2023

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the Picnic Shelter Fees.

FISCAL IMPACT: Picnic Shelter Fees are increased to reflect the newly constructed shelters and additional fees for portable restroom packages.

RATIONALE/BACKGROUND: The Picnic Shelter Fees have increased:

- Buena Park Shelter #1- West (No Electricity) was previously \$65/day to rent and now increased to \$105/day to be in the 3rd tier of picnic shelter pricing.
- Buena Park Shelter #2- East was previously \$65/day to rent and now increased to \$105/day to be in the 3rd tier of picnic shelter pricing.
- Malone Park portable Restroom Package has increased from \$246 to \$275.

Youth/Church/Senior Groups- Updated Policy
If non-profit City of New Berlin based organizations such as; youth groups, churches, schools, or senior citizen groups with a non-profit tax ID number wish to reserve a site for events during regular business hours (Monday-Thursday) that do not qualify as a "Special Event," there is no charge and can have up to 1 picnic rental fee waived per year per group. However, a Rental Fee Waiver/Discount Request Form must be completed and approved at least

30 days in advanced. Rental fee waiver requests that exceed either of the criteria must be approved by the Recreation Commission.

The proposed adjustments to the fee structure for picnic shelter reservations aim to ensure the sustainable maintenance and effective operation of these outdoor facilities. Factors such as increased operational costs, staffing and equipment expenses, and the ongoing maintenance of picnic shelters have led to the necessity of these fee modifications.

These changes are vital for consistently providing well-kept picnic shelter spaces, benefiting our local community, and enhancing the overall experience for those utilizing these facilities.



City of New Berlin
Recreation Department
PARK PERMIT FORM
2024

NAME _____ EVENT DAY/DATE _____
GROUP _____ ARRIVAL/DEPARTURE TIMES _____
ADDRESS _____ CITY _____ ZIP _____
PHONE (H) _____ (C) _____ ESTIMATED ATTENDANCE _____
ACTIVITY PLANNED _____

PARK ADDRESS SEATING CAPACITY

BUENA PARK

_____ #1-West 1700 S. 165th St. 24
_____ #2-East 16301 W. Coachlight Dr. 24

CALHOUN PARK

_____ Shelter 1 5400 S. Calhoun Rd. 75
_____ Shelter 2 5400 S. Calhoun Rd. 60
_____ Shelter 3 5400 S. Calhoun Rd. 45

LIONS PARK

_____ Shelter 1 14900 W. Overland Trail 50
_____ Shelter 2 14800 W. Lincoln Ave. 40

MALONE PARK

_____ Shelter 1 16300 W. Al Stigler Pkwy. 100
_____ Shelter 2 16300 W. Al Stigler Pkwy. 25
_____ Gazebo 16300 W. Al Stigler Pkwy. 25

PROHEALTH CARE

_____ #1 East 2950 S. Sunny Slope Rd. 65
_____ #2 South 2950 S. Sunny Slope Rd. 65

VALLEY VIEW PARK

_____ Shelter 1 5051 S. Sunny Slope Rd. 75
_____ Shelter 2 5051 S. Sunny Slope Rd. 60
_____ Fire Bowl (issue Special Ceremonial Burning Permit)

I/WE THE UNDERSIGNED, WILL ASSUME ALL RESPONSIBILITY FOR THE PROPER CARE AND UTILIZATION OF THE ABOVE STATED PARK AREA AND/OR FACILITIES, INCLUDING ALL EQUIPMENT AND GROUNDS CONTAINED THEREIN, IN ACCORDANCE WITH THE POLICIES AND REGULATIONS OF THE NEW BERLIN RECREATION COMMISSION AS STATED IN MUNICIPAL CODE (CHAPTER 19) OF THE CITY OF NEW BERLIN, WISCONSIN. (See reverse side for rules and regulations)

SIGNATURE OF APPLICANT _____ DATE _____

BEER-LIQUOR YES _____ NO _____

AMPLIFIED MUSIC YES _____ NO _____
(Noise permit must be obtained from Police Dept. at no charge)

PIG/CHICKEN ROAST YES _____ NO _____

TENT ERECTION YES _____ NO _____
Only Pop-ups, no stakes allowed)

FUNDRAISING YES _____ NO _____

SELLING YES _____ NO _____

MISCELLANEOUS INSTRUCTIONS/NOTES:



Picnic Rate Schedule

1st Tier – Malone Site #1 (Holds 200, Seats 100) \$50 Key Deposit for kitchen

Group Size	Resident Fee	Non-Resident Fee
0 - 75	\$125	\$170
76 – 150	\$155	\$210
151 – 200	\$220	\$295
201 & Up	\$390	\$525

****Fees for groups of 201-350 include reservations for Malone #1 & #2 in addition to the Malone Park Gazebo****

****Portable Restroom Package (groups over 300 people) will include a \$275 mandatory fee****

2nd Tier – ProHealth Care #1 & #2 (Each Side Holds 75, Seats 65. Both Sides Hold 150, Seats 130)

Group Size	Resident Fee	Non-Resident
0 - 75 (One Side)	\$115	\$155
75-150 (Both Sides)	\$165	\$225

3rd Tier

Calhoun #1 (Holds 100, Seats 75)

Calhoun #2 (Holds 75, Seats 60)

Calhoun #2 is over bridge (no vehicle access)

Calhoun #3 (Holds 65, Seats 45)

\$50 Key Deposit for Calhoun 3

(enclosed shelter requires key)

Lions #1 (Holds 75, Seats 50)

Lions #2 (Holds 75, Seats 40)

Malone #2 (Holds 50, Seats 25)

Malone Gazebo (Holds 50, Seats 25)

Valley View #1 (Holds 100, Seats 75)

Valley View #2 (Holds 100, Seats 60)

Buena #1-West (Holds 50, Seats 24)

1700 S 165th St. (NO ELECTRICITY)

Buena #2-East (Holds 50, Seats 24)

16301 W Coachlight Dr.

Group Size	Resident Fee	Non-Resident Fee
0- 75	\$105	\$140
76– 150	\$135	\$180
151– 200	\$175	\$235

***For groups of 201-350, please refer to 1st Tier Malone Park pricing above.**

PICNIC RENTAL POLICY

YOUTH/CHURCH/SENIOR GROUPS

If non-profit City of New Berlin based organizations such as; youth groups, churches, schools, or senior citizen groups with a non-profit tax ID number wish to reserve a site for events during regular business hours (Monday-Thursday) that do not qualify as a "Special Event," there is no charge and can have up to 1 picnic rental fee waived per year per group. However, a Rental Fee Waiver/Discount Request Form must be completed and approved at least 30 days in advanced. Rental fee waiver requests that exceed either of the criteria must be approved by the Recreation Commission.

SERVICES & DEMONSTRATIONS

All events are subject to municipal code 184-7.

CANCELLATION POLICIES

Full refunds will be granted up **to 60 days prior** to the reservation. Cancellations made **less than 60 days but more than 7 days prior** to a picnic will receive a refund in the amount of 50% of the picnic rental fee. No refund will be granted for cancellations **made 7 days or less prior** to the scheduled picnic or because of inclement weather. Picnics may be rescheduled in the same season depending on shelter availability at no additional cost. Rescheduled picnics follow the regular cancellation policy.

SHELTER CAPACITIES

Each picnic area has both a "hold" and "seating" capacity. The hold capacity represents the total capacity of the shelter and its surrounding area. The seating capacity represents only the capacity of the picnic tables currently underneath the shelter. If your event attendance is greater than the seating capacity, depending on schedule and weather allowance, the Parks, Buildings and Grounds Department will make their best effort to deliver additional picnic tables to the shelter for your event. **NO ADDITIONAL TABLES WILL BE DELIVERED TO SHELTERS.**

BEER-LIQUOR & NOISE PERMIT FEES

Beer/Liquor is allowed in designated picnic areas with completed picnic permit. If the use of public address systems or live amplified music will be associated with the picnic, a Noise Permit must be obtained from the New Berlin Police Department. There is no fee for the Noise Permit. Please be considerate of the park neighbors and keep the noise down.

PIG/CHICKEN ROASTS PROCEDURE

1) The roasting unit must be elevated and completely self-contained. 2) No heated parts of the roasting unit or coals may touch the asphalt, grass, cement or any other material deemed part of the park. 3) Disposal of carcass, bones, etc. must be removed from the park. Failure to comply will cause the department to invoice the responsible party a disposal fee equal to the cost incurred.

PAYMENT PROCEDURE

Picnic shelter reservations must be paid for in full at the time of booking. Requests for picnic shelter reservations for the current year by **New Berlin Residents** are accepted **starting the second Monday in January** at 9:00am. **Non-residents** may reserve a site **starting on the first Monday in March**. Fees for non-residents will be 35% more than for residents. The New Berlin Recreation Department cannot "hold" a picnic shelter for an event while awaiting final payment and reservation. Picnic shelters are reserved on a first-come, first-served basis.

NO RESERVATIONS ACCEPTED

City of New Berlin events take first priority for picnic shelter reservations, followed by New Berlin youth sports organizations. For a full list of unavailable dates for private rentals, please view the "Dates Unavailable for Rentals" list in this packet. Commercial solicitation and transactions of any kind are prohibited in City parks.

BASEBALL DIAMOND/TENNIS COURT FEES ASSOCIATED WITH PICNICS

Sports fields and tennis courts are strictly on a first-come, first-served basis if they are not prepped for games.

TENTS

Tents and other structures may not be erected without a permit from the city. No stakes, regardless of their size, shall be used to secure the tents into the ground.

INFLATABLES & DUNK TANKS OTHER LARGE PARTY ITEMS - Inflatables (Bounce Houses) & Dunk Tanks are not allowed due to insurance liability.

CERTIFICATE OF INSURANCE

Groups may be required to submit a certificate of general liability insurance coverage depending upon the nature of the activity. Additional insurance coverage is required in the following amount: General Liability Limits - \$1,000,000 each occurrence/\$2,000,000 aggregate includes contractual and personal liability injury. This policy must also name the City of New Berlin as "additional insured". This policy must be submitted to the Recreation Department **2 weeks prior to the event**.

DAMAGES/ADDITIONAL EXPENSES

The permit holder will be invoiced for damage to park property, excessive cleanup costs, or for significantly underestimating attendance.

PICNIC AREA RULES AND REGULATIONS

If you experience any problems during your picnic, please call the

Weekend Park Cell Phone: (262) 527-4843 or the New Berlin Police Dept. at (262) 782-6640

New Berlin Recreation Department Phone (262-797-2443); E-Mail – recreation@newberlin.org; Website - www.newberlin.org

1. New Berlin public park areas are available for public picnic usage from sunrise to dusk, unless as otherwise posted.
2. Group permits are granted for the exclusive use of a picnic area and shelter only. Individuals or families not disturbing or interfering with the scheduled reserved group activities including use of other park facilities and equipment are also allowed to utilize public park areas.
3. Drinking and dispensing of alcoholic beverages is permitted only in designated picnic areas. Groups or individuals wishing to sell beer or liquor may do so only with the required permits, including proper City Permit license. (Please see the attached "**Alcoholic Beverages at City Owned Facilities/Shelters-Guidelines**")
4. **No glass beverage containers shall be permitted in any park or parkway at any time.**
5. All litter, including paper, garbage, cans, or any other trash, shall be deposited in the waste receptacles provided, **except carcass/remains of pig roast which must be removed by permit holder.**
6. Use of loud speakers or other amplifying equipment is not permitted unless specifically requested and noted on the park permit, and conducted in accordance with local ordinance as administered by the New Berlin Police Department. Noise permit must be obtained from the New Berlin Police Department.
7. No person or group shall erect any structure, temporary or permanent, unless approved and noted on the park permit. Signs and decorations are permitted but must be removed, along with fasteners. No stakes, regardless of their size, shall be used to secure the tents/structures in to the ground. **INFLATABLES (BOUNCE HOUSES) & DUNK TANKS & OTHER LARGE PARTY ITEMS ARE NOT PERMITTED DUE TO INSURANCE LIABILITY.**
8. No person or group shall make or kindle any fire for any purpose except in the cooking grills provided, unless specifically requested, approved, and noted on the park permit. The use of private charcoal burners in picnic areas is permitted providing turf and other vegetation are not damaged. Unburned coals and ash shall be disposed of in such a manner as to prevent littering, fire or damage, to any park property.
9. No horses are permitted in public park areas.

10. No person shall cause damage to any tree, flower, shrub, building, fence, table, benches, turf and other equipment, signs, animal habitat, or park structure.
11. No person shall drive any motorized vehicle upon any part of the parkways except the proper drives and parking areas. Vehicles may park only in designated parking areas or along appropriate roadways unless posted otherwise.

Penalties for violation of the above rules are described in Municipal Code Chapter 19. The Parks, Buildings & Grounds Commission may also impose additional rules, penalties, suspensions, etc., in order to properly manage the New Berlin Parks and assure the greatest comfort, safety, convenience and public welfare of the citizens of New Berlin. Any observation of negligence or vandalism by any individual utilizing the park areas and facilities should be reported immediately to the New Berlin Police Department.



ELECTRICITY

Electricity is available at all shelters with the exception of the Buena Park shelters. Caution is advised when using the electrical service. Circuit breakers can be overloaded by plugging in too many crock pots or Nesco's. It is the responsibility of the permit holder to avoid overloading and tripping the circuit breakers. Each outlet has 2 plug-in's.

<i>ELECTRICAL SERVICE</i>			
PARK	SHELTER 1	SHELTER 2	OTHER
BUENA	NO ELECTRIC	20 AMPS- 4 OUTLETS	
CALHOUN	10 AMPS - 4 OUTLETS 20 AMPS - ELECTRIC BX	10 AMPS - 2 OUTLETS	20 AMPS - 4 OUTLETS (SHELTER 3)
LIONS	10 AMPS - 4 OUTLETS	10 AMPS - 4 OUTLETS 20 AMPS - ELECTRIC BX	
MALONE	10 AMPS - 6 OUTLETS 20 AMPS - ELECTRIC BX	10 AMPS - 1 OUTLET	20 AMPS – 2 OUTLETS (GAZEBO)
PROHEALTH CARE	10 AMPS - 5 OUTLETS	10 AMPS - 5 OUTLETS	
VALLEY VIEW	10 AMPS - 4 OUTLETS 20 AMPS - ELECTRIC BX	10 AMPS – 4 OUTLETS 20 AMPS - ELECTRIC BX	

Alcoholic Beverages at City Owned Facilities/Shelters – Guidelines

Private Functions

- Alcoholic Beverages may be served as long as there is NO direct or indirect charge (monetary, tickets, etc.) for the alcoholic beverages.
- The event must be Private and closed to the general public and attendance must be via personal invitation
- If Caterer hired, all monetary charges for services involving alcohol must take place at the caterer's licensed premise (a copy of the caterers license should be provided for the city's files to ensure the caterer holds the correct license).
- Alcohol must be served by an adult at least age 18 and older. A caterer may supply personnel to dispense alcohol beverages at catered functions.
- All applicable state statutes & city ordinances that pertain to alcoholic beverages must be followed.
- State law prohibits serving alcohol to persons under 21 years of age or to anyone who is or appears to be under the influence of alcohol to a reasonable person.
- No alcohol may be served if the event is designated as a "Youth" event (majority of the participants are under the age of 21).
- Serving of alcohol must end at least 30 minutes prior to scheduled departure time. □ No person shall possess (or dispense) beverages in glass containers.

Non-Profit Organizations/Fundraisers

- A non-profit hosting a fundraiser while serving alcoholic beverages is required to apply for either a temporary Class "B" (picnic) beer license or a temporary "Class B" (picnic) wine license. If a non-profit is selling both beer and wine, they must apply for both licenses. The "Class B" wine license can only be applied for twice by the same organization within a 12 month period, however there is no limit for the Class "B" beer license.
- All licenses must be applied for with the City Clerk/Human Resources Community Relations Department. The "Class B" wine license can only be applied for twice by the same organization within a 12 month period, however there is no limit for the Class "B" beer license.
- Alcohol must be served by an individual possessing a full operator's license with the city or that has applied and been approved for a temporary operator's license for the specific event. The operator's license application can be obtained from the City Clerk/Human Resources Community Relations Department and must be applied for up to 7 days before the scheduled event.
- All applicable state statutes & city ordinances that pertain to alcoholic beverages must be followed.
- State law prohibits service of alcohol to persons under 21 years of age or to anyone who is or appears to be under the influence of alcohol to a reasonable person.
- No alcohol may be served if the event is designated as a "Youth" event (majority of the participants are under the age of 21).
- Serving of alcohol must end at least 30 minutes prior to scheduled departure time. □ No person shall possess (or dispense) beverages in glass containers.

****For all Alcohol/Operator's License Applications & Inquiries,
Contact the Community Relations/City Clerk's Office at: 262-786-8610***



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Discussion and recommendation to the Common Council approval of a contract with Chrome Fireworks in the amount of \$6,500 for Winterfest Fireworks and the approval of the fireworks permit as approved by the city attorney.

DATE: 12-6-2023

REQUESTED ACTION: Recommend to the Common Council approval of a contract with Chrome Fireworks in the amount of \$6,500 for Winterfest Fireworks.

FISCAL IMPACT: The City has received a donation from Enjoy New Berlin in the amount of \$4,500 that will offset the majority of the fireworks expense, and the additional \$2,000 will be fundraised by the Recreation Division – in the form of donations or sales.

RATIONALE/BACKGROUND: The New Berlin Recreation Winterfest event is continuously increasing in popularity and is now on its 5th year. In an effort to engage the community and connect people with recreational opportunities in New Berlin, staff is proposing additional activities and programs for attendees – this year, the addition of fireworks. The attached agreement has been reviewed and approved as to its form by the City Attorney, with the note that the City will need to issue a permit for the fireworks.



PO Box 44186 ☆ Madison, WI ☆ 53744
608.732.4545 ☆ chromefireworks@gmail.com
www.chromefireworks.com

Sponsor

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

2024 CONTRACT

This contract entered into this _____ day of _____ 202__, engages the services of Chrome Fireworks & Displays, LLC, hereinafter referred to as "Chrome", to produce and perform a pyrotechnic display on behalf of Sponsor under the following terms:

This contract, together with the City of New Berlin's Terms and Conditions, represents the entire agreement between the parties hereto and there are no collateral or other agreements or understandings. Where there is conflict between this contract and the City of New Berlin's Terms and Conditions, the City's Term and Conditions will control.

1. The date of the display will be Sat January 6, 2024. In case of inclement weather, the display will be rescheduled for _____. Chrome will have complete authority to cancel the display if, in the reasonable opinion of Chrome, the health, safety, and well-being of the pyrotechnicians, spectators or property would be jeopardized by proceeding with the display including inclement weather or imminent threat thereof.
2. The cost of the display will be \$ 6,500. Upon signing this Contract, Sponsor will pay an initial payment to Chrome in the amount of \$ N/A. The remaining balance will be paid within 10 days of the display. A late fee of 1.5% per month shall apply to any unpaid balance remaining beyond a 10-day period. Should a cancellation occur once crew is enroute or onsite, the cost of insurance, labor and any non-reusable items will be billed or deducted from the deposit, minimum 50% of budget amount.
3. Sponsor will procure and furnish a suitable location for the fireworks display with adequate distances from audience, roof tops, flammable materials and other hazards in compliance with NFPA 1123 guidelines - including a minimum spectator set back of at least 350 feet at all points from the largest diameter mortars. Sponsor will secure all police, fire, local and state permits, and shall arrange for all security bonds if required by law for the location of the display. Sponsor will furnish all necessary police, fire and other appropriate protection necessary for proper crowd control and protection, automobile parking, and supervision in clearing of debris after the display. Sponsor will be solely responsible for keeping all unauthorized persons out of the display firing area and behind the safety zone lines.
4. Chrome reserves the right to make substitutions as to the amount, size and description of fireworks as is reasonably necessary to address site, weather, health, supply availability and safety concerns should they arise.
5. **Cancellation:** Should the fireworks display(s) agreed upon in this Contract be cancelled by the Client prior to the fireworks display date, shall result in liquidated damages payable to Chrome Fireworks from the Sponsor for an amount equal to 40% of the Contract price plus any and all other related costs incurred by the Display Operator in resolving matters related to failure of Client to fulfill this Contract, including but not limited court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, and expenses incurred by the Display Operator.

6. **Weather/ Shoot Trailers:** In event of worsening weather conditions at the planned showtime, Chrome will need flexibility on shoot times, earlier or later depending on weather conditions. Chrome often provides electronic & shoot trailer shows for utmost performance of the firework show. The downfall of these electronic setups is that they **CANNOT** be dismantled. The show will need to be fired or secured/ stored until the nearby rain date. It is very hazardous and potentially fatal to our crews to dismantle this type of display. Chrome needs flexibility of the Sponsor to shoot the show or adequately secure the setup until the rain date.

7. **Setup:** Chrome will provide qualified pyrotechnicians who will deliver, set-up, execute, dismantle and cleanup the pyrotechnic display. In some cases, the crew shall arrive the night prior to the event to begin setup.

8. **Clean Up & Searches:** The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The search shall be reasonably dictated by such elements including, but not limited to terrain, ground cover, weather conditions and time of completion of display. Chrome pyrotechnicians will provide reasonable cleanup for the site immediately following the display. All equipment, firework packaging, and larger debris will be removed to the best of the crew's ability before leaving the display area. **Sponsor shall provide a nearby dumpster or other adequate space for boxes, spent cakes and refuse after the display.**

After our cleanup pieces of paper, cardboard, multi-shot cake inserts and fuse casing will remain but should disappear with weather, time and/or lawn mowing. In concentrated areas of debris particles for example, Chrome often uses leaf rakes if the site and ground cover allows, without being required, our crews provide reasonable effort to clean up the large debris for the Sponsor.

9. Chrome will conduct a reasonable search of the display area before departure, in an attempt to locate any damages or unexploded shells. Sponsor acknowledges that an early morning search of the area is of utmost importance, or as soon as reasonably possible following the display. This search is to locate anything abnormal including site damage or unexploded fireworks that might not have been spotted by Chrome in the night. In the event that Sponsor discovers any unexploded fireworks, Sponsor will immediately contact Chrome and Chrome shall be responsible for removing said fireworks as soon as possible after receipt of such notice. **Please notify Jim Krueger via cell phone 608-732-4545. If you have a cell # for your crew lead they may be notified also.**

10. \$5,000,000 Insurance: Unless otherwise agreed, Chrome shall provide General Liability and Property Damage Insurance for the fireworks display in the amount of \$5,000,000 naming the Sponsor as an additional insured party. The current industry standard is \$1,000,000 of such coverage. A certificate evidencing liability insurance shall be provided to Sponsor before the display. Sponsor will notify Chrome of any additional insureds prior to issuing the insurance certificate.

The sponsor and landowner along with other entities and individuals listed on the certificate of insurance shall be deemed an additional insured per this contract. No additional written agreement is needed for endorsement.

Chrome is also covered with \$5,000,000 of MCS-90 Transportation insurance which is compliant with Dept. of Transportation interstate regulations.

The pyrotechnicians on site are covered with a \$500,000 Workers Comp insurance policy, proof of all insurances are readily available by request.

11. Chrome shall take all steps reasonably anticipated to safeguard spectators and Sponsor's property. Should any losses occur which Sponsor believes are the result of Chrome's firework display, Sponsor will immediately notify Chrome of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and provide

as much detail as possible regarding the extent of the loss (including clear pictures) as this process will be required by the insurance adjustors.

12. In the event of fire, accident, flood, act of God or other causes beyond the control of Chrome which prevents Chrome from performing under this contract, other than inclement weather, both parties agree to terminate this contract and all performance requirements and damages resulting therefrom.

13. The Sponsor will pay to Chrome pay all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses, and all damages incurred by the Chrome through enforcing this contract.

14. The Sponsor agrees to indemnify, hold harmless and defend Display Operator and employees from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations, aka: any other liabilities arising from sponsor's event.

Chrome will provide the General Liability insurance certificate to Sponsor for the purpose of insuring Chrome's risk in performing contracted duties involving the fireworks display. However, Chrome will be indemnified and held harmless for the remainder of the Sponsor's event or issues arising as result of the event. This includes but is not limited to the event's activities, other contractors, vendors, traffic issues, and members of general public, audience and/or any other matters beyond the direct control, scope, and duty of Chrome's contract.

15. This Contract will be construed by laws of the state of Wisconsin. If any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

16. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. Chrome reserves the right to transfer the contract at which time the duties and liability would also be transferred in entirety, indemnifying and holding harmless Chrome. The waiver of any provisions of this Contract will not constitute a waiver of any other provision of this contract.

17. The party signing this document on behalf of Sponsor warrants and represents that (s)he is solely authorized to enter into this agreement on behalf of the Sponsor.

ADDITIONAL PROVISIONS:

X _____
Sponsor – signature

X _____
Print name and title

CHROME FIREWORKS AND DISPLAYS, LLC:



James Krueger - owner