



Recreation Commission MEETING AGENDA

February 26, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published 2/22/2024

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. December 11, 2023 Meeting Minutes
4. **NEW BUSINESS**
 - A. Discussion and possible action to recommend to Common Council approval of the 2024 Recreation Division Summer Fees
 - B. Discussion and possible action to recommend to Common Council approval of the RecPASS Membership Policies and Code of Conduct for the Activity and Recreation Center (ARC)
 - C. Discussion and possible action to recommend to Common Council approval of the 2024 Sponsorship Packet
 - D. Discussion and possible action to recommend to Common Council approval of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship. The New Berlin Lions are also requesting that the city split half of the cost on printing and installing their donor signage
 - E. Discussion and possible action to recommend to Common Council approval of the agreement for naming rights with Kelmann Corporation for indoor playground sponsorship
 - F. Update on ARC Grand Opening
 - G. Update of Safety meeting with Police & Fire
 - H. Discussion and possible action to recommend to Common Council approval of Program Instructor Services Agreement with Dennis Roscoe
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



December 11, 2023 - 6:00 PM
ARC
15321 W. National Avenue
New Berlin, WI 53151

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

MINUTES

1. CALL TO ORDER

Ken Harenda called the meeting to order at 6:04PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Aldersperson Harenda took the roll call as follows:

Present: Aldersperson Harenda, Commissioner Oelschlaeger, Commissioner Napoli, Commissioner Prei, Commissioner Woida

Staff Present: Katie Roth - Recreation Manager

3. APPROVAL OF MINUTES

A. November 8, 2023 Meeting Minutes

MOTION: Motion to Approve November Meeting Minutes

VOTE: Motion by: Commissioner Napoli
Second by: Commissioner Prei
Motion Passes 5-0

4. NEW BUSINESS

A. Discussion and possible action to Common Council approval of the RAS for the 2024 Facility Rental Fee Waiver Policy

The goal is to continue to appreciate groups that have had a history of working with and helping the City (Pack 68, Lions Club and Women's Club, for example)

MOTION: Motion to Approve 2024 Rental Fee Waiver

VOTE: Motion by: Commissioner Oelschlaeger
Second by: Commissioner Napoli
Motion Passes 5-0

B. Discussion and possible action to Common Council approval of the RAS for the 2024 Community Center Rental Packet

Cleveland Room generally 8-10 hours rentals - discussion on a need to better look at the deposit for that sized room (can be brought back to the committee)

MOTION: Motion to Approve 2024 Community Center Rental

VOTE: Motion by: Commissioner Oelschlaeger

Second by: Commissioner Prei
Motion Passes 5-0

- C. Discussion and possible action to Common Council approval of the RAS for the 2024 Picnic Shelter Rental Packet

MOTION: Motion to Approve 2024 Picnic Rentals

VOTE: Motion by: Commissioner Oelschlaeger
Second by: Commissioner Woida
Motion Passes 5-0

- 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
10-15 Minutes of fireworks

MOTION: Motion to 2024 Fireworks for the 5th Anniversary of the Winter Fest

VOTE: Motion by: Commissioner Prei
Second by: Commissioner Napoli
Motion Passes 5-0

- E. Tour of ARC

5. ADJOURN

MOTION: Motion to Adjourn at 6:50PM

VOTE: Motion by: Commissioner Oelschlaeger
Second by: Commissioner Prei
Motion Passes 5-0

*Respectfully Submitted,
Dave Oelschlaeger, Secretary*

2024 Recreation Program Summer Fee Review

Program	Category	Age	2020 Fee	2021 Fee	2022 Fee	2023 Fee	2024 Fee	2024 Price Per Session	Notes
Stamping	Arts	Adult	\$ 26.00	\$ 26.00	\$ 26.00	\$ 28.00	\$ 22.00	\$ 22.00	Price Change based on provider fees.
Watercolor	Arts	Adult				\$ 45.00	\$ 45.00	\$ 9.00	
Adult Cooking- Katie Vitalbo	Cooking	Adult					\$ 49.00	\$ 49.00	
Adult Cooking- Stacey Joers	Cooking	Adult	\$ 26.00	\$ 26.00	\$ 26.00	\$ 28.00	\$ 28.00	\$ 28.00	
Cake Decorating	Cooking	Adult					\$ 55.00	\$ 55.00	
Adult Tap & Jazz	Dance	Adult	\$ 50.00	\$ 50.00	\$ 50.00	\$ 58.00	\$ 60.00	\$ 7.50	
Ballroom Dance	Dance	Adult					\$ 81.00	\$ 9.00	
East Coast Swing	Dance	Adult					\$ 50.00	\$ 6.25	
Adult Technology	Enrichment	Adult					\$ 20.00	\$ 20.00	
Home Buying Selling Classes	Seminars	Adult	\$ 16.00	\$ 16.00	\$ 10.00	\$ 10.00	Free	Free	
Parenting Workshops	Seminars	Adult			Free	Free	Free	Free	
Resume Workshop	Seminars	Adult			\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
Adult Cornhole League (8 Week Session)	Sports	Adult				\$ 60.00	\$ 66.00	\$ 8.25	
Adult Softball- Player Fee (14 Weeks)	Sports	Adult	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 1.07	
Adult Softball- Team Fee (14 Weeks)	Sports	Adult	\$ 395.00	\$ 395.00	\$ 395.00	\$ 425.00	\$ 425.00	\$ 30.35	
Cornhole Tournament	Sports	Adult	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
Dodgeball Tournament	Sports	Adult					\$ 40.00	\$ 40.00	
Kickball Tournament	Sports	Adult					\$ 25.00	\$ 25.00	
Golf	Sports	Adult					\$ 65.00	\$ 16.25	
Hockey-Learn to Skate	Sports	Adult					\$ 100.00	\$ 25.00	
Indoor Pickleball	Sports	Adult					\$ 34.50	\$ 0.50	
Indoor Volleyball- Player Fee	Sports	Adult					\$ 12.00	\$ 2.00	
Indoor Volleyball- Team Fee (10 Week Season)	Sports	Adult					\$ 250.00	\$ 25.00	
Learn to Play Pickleball	Sports	Adult		\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	
Learn to Skate	Sports	Adult	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 14.00	
Pickleball - Drop in Fee	Sports	Adult	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 3.00	\$ 3.00	
Outdoor Pickleball	Sports	Adult	\$ 24.00	\$ 24.00	\$ 24.00	\$ 30.00	\$ 31.20	\$ 0.46	
Pickleball Drills & Skills	Sports	Adult			\$ 27.00	\$ 27.00	\$ 30.00	\$ 10.00	
Kayaking	Trips	Adult				\$ 30.00	\$ 30.00	\$ 30.00	
Beginner Yoga	Wellness	Adult				\$ 13.50	\$ 13.50	\$ 13.50	2024 Price is per session
Candlelight Yoga & Meditation	Wellness	Adult				\$ 15.00	\$ 15.00	\$ 15.00	2024 Price is per session
Fit for Life	Wellness	Adult				\$ 4.50	\$ 5.00	\$ 5.00	2024 Price is per session
Friday Variety	Wellness	Adult				\$ 4.50	\$ 5.00	\$ 5.00	2024 Price is per session
Online Yoga	Wellness	Adult	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	2024 Price is per session
Pilates	Wellness	Adult	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 5.00	\$ 5.00	2024 Price is per session
Sculpt Strength Stretch	Wellness	Adult	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 5.00	\$ 5.00	2024 Price is per session
Slow Flow Yoga	Wellness	Adult	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 10.00	\$ 10.00	2024 Price is per session
Step it Up	Wellness	Adult	\$ 90.00	\$ 100.00	\$ 107.00	\$ 108.00	\$ 5.00	\$ 5.00	2024 Price is per session
Total Body Interval	Wellness	Adult	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 5.00	\$ 5.00	2024 Price is per session
Zumba	Wellness	Adult	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 5.00	\$ 5.00	2024 Price is per session
Zumba Gold	Wellness	Adult	\$ 47.00	\$ 48.00	\$ 49.00	\$ 50.00	\$ 5.00	\$ 5.00	2024 Price is per session
Chair Yoga	Wellness	Adult				\$ 25.00	\$ 5.00	\$ 5.00	2024 Price is per session
Family Nights	Enrichment	Family				\$ 10.00	\$ 10.00	\$ 10.00	
Family Puzzle Palooza	Enrichment	Family					\$ 25.00	\$ 25.00	
American Red Cross CPR/First Aid	Safety	Family	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00	
Color Clash	Special Event	Family				\$ 15.00	\$ 20.00	\$ 20.00	
Astronomy	Enrichment	Family					\$ 15.00	\$ 15.00	
Saturday Gym All-Star All in Birthday Party (Pizza)	Birthday	Youth					\$ 385.00	\$ 385.00	
Saturday Gym All-Star Birthday Party	Birthday	Youth					\$ 325.00	\$ 325.00	
Saturday Playground Birthday Parties (Basic)	Birthday	Youth			\$ 205.00	\$ 225.00	\$ 225.00	\$ 225.00	
Saturday Playground Birthday Parties (Pizza)	Birthday	Youth			\$ 255.00	\$ 275.00	\$ 285.00	\$ 285.00	
New Berlin Day Camp @ ARC (1 wk)	Camp	Youth			\$ 165.00	\$ 205.00	\$ 220.00	\$ 44.00	
New Berlin Day Camp @ Lions (1 wk)	Camp	Youth			\$ 160.00	\$ 205.00	\$ 220.00	\$ 44.00	
Secret Oven Cooking Camps (Youth 1 Week/ 5 Days)	Cooking	Youth			\$ 200.00	\$ 230.00	\$ 230.00	\$ 46.00	
Youth Cooking- Katie Vitalbo	Cooking	Youth			\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	
Youth Cooking- Secret Oven	Cooking	Youth			\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	
Baton Twirling (8 Weeks)	Dance	Youth	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 64.00	\$ 7.50	
Creative Movement (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Dance Camps (1 Week/5 Days)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 12.00	
Dance Out Your Sillies (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Hip Hop Funk (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Jr. Hip Hop Funk (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Kinder Hip Hop Funk (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Poms (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Youth Ballet and Tap (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Zumbini (8 Weeks)	Dance	Youth	\$ 77.00	\$ 77.00	\$ 77.00	\$ 82.00	\$ 90.00	\$ 11.25	
Cheerleading (8 Weeks)	Dance	Youth	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00	\$ 60.00	\$ 7.50	
Youth Enrichment Classes	Enrichment	Youth				\$ 40.00	\$ 40.00	\$ 8.00	
Music Makers and More	Enrichment	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 48.00	\$ 52.00	\$ 13.00	
Preschool Programs (1 Session)	Enrichment	Youth					\$ 15.00	\$ 15.00	
Preschool Programs (4 Sessions)	Enrichment	Youth					\$ 48.00	\$ 12.00	
Super Slime Science	Enrichment	Youth				\$ 25.00	\$ 25.00	\$ 25.00	
Youth Painting Course	Enrichment	Youth	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	
American Red Cross Babysitting (2 Sessions)	Safety	Youth	\$ 60.00	\$ 60.00	\$ 60.00	\$ 65.00	\$ 90.00	\$ 45.00	
Safety Town (10 days)	Safety	Youth	\$ 70.00	\$ 70.00	\$ 70.00	\$ 90.00	\$ 100.00	\$ 10.00	
3 on 3 Youth Basketball League	Sports	Youth				\$ 35.00	\$ 60.00	\$ 7.50	
Archery Lessons-Youth	Sports	Youth	\$ 45.00	\$ 45.00	\$ 45.00	\$ 55.00	\$ 45.00	\$ 9.00	
Hockey-Learn to Skate	Sports	Youth					\$ 90.00	\$ 18.00	
Hunter Safety	Sports	Youth	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
Learn to Skate	Sports	Youth	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 15.00	
Mini Sports	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 58.00	\$ 60.00	\$ 12.00	
Parent and Me Sports	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 58.00	\$ 60.00	\$ 12.00	
Tykes, Tunes & Tumbling Fours & Fives	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 54.00	\$ 60.00	\$ 12.00	
Tykes, Tunes & Tumbling Threes (Parent & Child)	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 54.00	\$ 60.00	\$ 12.00	
Tykes, Tunes & Tumbling Twos (Parent & Child)	Sports	Youth	\$ 42.00	\$ 42.00	\$ 42.00	\$ 54.00	\$ 60.00	\$ 12.00	
Youth Golf	Sports	Youth				\$ 65.00	\$ 65.00	\$ 16.25	
Youth Volleyball	Sports	Youth				\$ 58.00	\$ 60.00	\$ 12.00	
All Star Sports Camps (1 Week/ 5 Days)	Sports	Youth					\$ 100.00	\$ 20.00	
Chess Camp (1 Week/ 5 Days)	Coming Soon	Youth					\$ 85.00	\$ 17.00	
MAX ADDITIONAL NON-RES PROGRAM FEE			\$ 23.00	\$ 23.00	\$ 32.00	\$ 32.00	\$ 36.00	\$ 36.00	



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 Recreation Division Summer Fees.

DATE: 2-20-24

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Recreation Division Summer Fees.

FISCAL IMPACT: Highlights:
Summer Day Camp program fees increased from \$205/week to \$220/week to cover the rising costs associated with program enhancements, field trips, staff wages, and maintaining high-quality facilities. We understand the importance of affordability, and we have made efforts to minimize the impact on families while ensuring the sustainability and excellence of the Summer Day Camp program.

Summer fees for division-facilitated programs, including Youth Sports, Pickleball, and Youth Enrichment, will experience a slight increase. This adjustment is a result of careful consideration to align our pricing with the current economic landscape and to ensure the continued excellence of our programs.

Non-Resident Pricing increased from a maximum of \$32 to \$36. The Recreation Division has implemented a modest adjustment in the Non-Resident Pricing for our programs. This adjustment is necessary to accommodate the rising operational costs associated with program administration, facility maintenance, and overall program improvements. We want to reassure our resident participants that we are actively working to

keep resident pricing affordable, and the adjusted non-resident pricing helps support this effort.

RATIONALE/BACKGROUND: Upon careful consideration and in response to the evolving needs of our community, the Recreation Division is pleased to present the revised fee structure for the upcoming 2024 summer programs. We are committed to providing affordable and accessible recreational opportunities for all residents. The new fee schedule aims to strike a balance between covering program costs and providing affordable recreation opportunities for all.

To prioritize the successful launch and ongoing excellence of the Activity and Recreation Center, we have made the decision to sunset a number of programs and activities. This strategic shift allows us to focus resources and attention on providing exceptional services and experiences at our new state-of-the-art facility. While we understand that program changes can impact our community, we are dedicated to creating a vibrant and inclusive space at the Activity and Recreation Center that will benefit the community at large. These programs and activities include the Movies in the Park Series, Summer Beer Gardens, and Mini Youth Enrichment Camps. As our priorities shift with a primary focus on the activity and recreation center, we will assess and potentially phase out additional programs to better align with our evolving needs.

REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the approval of RecPass Membership Policies and a Code of Conduct for the Activity and Recreation Center (ARC).

DATE: February 20, 2024

REQUESTED ACTION: Requested Action Statement for the approval of RecPass Membership Policies and a Code of Conduct for the Activity and Recreation Center (ARC).

FISCAL IMPACT: Not Applicable

SOURCE OF FUNDS: Not Applicable

RATIONALE / BACKGROUND: The RecPass Membership Policies and Code of Conduct will further establish membership definitions, equipment check-in / out, damaged equipment and cancellation policies. The ARC Code of Conduct is intended to serve as the guidance document regarding the behavioral standards that are expected of patrons at the ARC as well as what types of behaviors and/or situations will not be. These standards will apply to all gym, track, and Wellness Mezzanine activities. The Code of Conduct also identifies the minimum age (14 years of age) allowed of any patron in the facility that is not accompanied by an adult. Anyone signing up for a membership will need to sign off on these policies and Code of Conduct. There will be two signature pads at the front desk for them to do so.

RecPASS MEMBERSHIP POLICIES AND CODE OF CONDUCT

MEMBERSHIP DEFINITIONS

YOUTH- Youth Ages 14-17

ADULT- Adults Ages 18-54

OLDER ADULT- Older Adults Ages 55+

FAMILY- Is considered two adults, and their minor children in one immediate family, one household. A maximum of six people living at the same address. Adult Children ages 18-25 must show proof of residency at time of purchase and renewal of membership.

CITY STAFF- is defined as a person who works for the City of New Berlin.

Children (5-13 years old) not covered under a valid membership plan are required to purchase a gym and track day pass and must always be supervised by an adult.

Anyone registered/paid for recreational programming will not be required to pay the Center's admission fee. However, recreational program participants may not access any other areas of the facility unless they have a valid membership or purchase a day pass.

RESIDENCY AND PROGRAMS

A City of New Berlin Resident is anyone residing inside the City Limits of New Berlin. All others are Non-Residents. Proof of residency will be required for new members or when changing addresses. Membership does not include programs. You do not need to be a member to register for a program. Program fees are separate from membership fees.

GUEST PASSES

Guests are welcome to come with you by purchasing a day pass. \$3 for New Berlin Residents, \$5 for non-residents, regardless of age.

GYM & TRACK MEMBERSHIPS INCLUDE

- Use of the Lion's Club Track
- Use of the Wellness Mezzanine
- Open Gym for use of the Lion's Club Gym, when available
- Monthly newsletter with helpful information

PLAYGROUND MEMBERSHIPS INCLUDE

- Use of the Playground (Kelman Kids Zone)
- Monthly newsletter with helpful information

FACILITY HOURS (FEB-AUG)

Monday-Thursday:	7:00am-9:00pm
Friday:	7:00am-6:00pm
Saturday:	9:00am-4:00p
Sunday:	CLOSED

EQUIPMENT CHECK OUT POLICY

- Monthly and Yearly Gym & Track Members may check out equipment daily from the front desk with their membership card.
- Participants may only check out ONE sport at a time. For instance, a participant can check out a basketball or volleyball but not a basketball and volleyball at one time. More than one piece of equipment can be checked out for a participant if they are checking out equipment for a friend or guest (i.e 2 basketballs for the participant and their guest)
- Participants will be charged for equipment not returned by closing and will be charged replacement fees for lost, broken, or damaged equipment. Participants may not be able to use the Activity and Recreation Center again without paying their damaged equipment fee.

DAMAGED EQUIPMENT PRICE LIST

- Basketball \$70
- Volleyball \$50
- Pickleball Paddle \$30

CANCELLATION POLICY

Annual Passes are non-refundable and non-transferable.

Monthly Passes- Can be billed on a monthly reoccurring payment. The 1st payment is due at time of registration and each payment after will be charged the same day each month unless cancelled. To cancel, you must cancel in person at the New Berlin Activity and Recreation Center at least 14 days prior to the next payment. Cancellations can only be made for the entire household membership. Cancellations for memberships can only be requested once in a 12-month period.

The New Berlin Activity and Recreation Center Code of Conduct

The New Berlin Activity and Recreation Center is a public facility intended for the use of residents of New Berlin, City of New Berlin Staff, as well as residents of surrounding communities. The Recreation Center is intended to be a welcoming and safe place for individuals to congregate, recreate and socialize. Participants of the New Berlin Activity and Recreation Center are expected to conduct themselves in a manner that most people would find reasonable and that is safe and does not infringe on the well-being and enjoyment of other participants. While an exhaustive list of inappropriate activities is impractical, the following outlines the basic principles of appropriate Recreation Center use.

Participants agree to observe the following when attending the New Berlin Activity and Recreation Center:

- ☐ Smoking/vaping/and the use of other nicotine containing products, e.g. the use of chewing tobacco is not permitted in the Recreation Center at any time.
- ☐ Alcohol and the use of recreational drugs is not permitted in the Recreation Center at any time.
- ☐ Offensive language or gestures is not permitted in the Recreation Center.
- ☐ The Recreation Center structure, grounds, furnishings, and fixtures must always be treated with care and respect. This includes no dunking on the basketball courts.
- ☐ Obtain entry through proper membership, daily admission fees, or City programs and events. Unauthorized entry will result in loss of facility privileges.
- ☐ Children must be at least 14 years of age to be allowed in the Center unsupervised, otherwise all children must be under the direct supervision of their parent or guardian.
- ☐ No commercial activity, including requesting donations, private instruction or classes, the sales of a product, or soliciting on behalf of individuals for agencies, personal services, or businesses or the posting of signage. The Activity and Recreation Center is considered a limited public forum, and the City reserves the right to impose restrictions on its use to protect public health, safety, and welfare.
- ☐ Not to leave items unsecured (on the floor, bleachers, etc.). Doing so will be at the participants own risk; it is strongly recommended that members do not bring valuables into the Activity and Recreation Center, the City does not offer storage lockers.
- ☐ Federal, State and local policies, laws and regulations must always be observed.

Participants are expected to:

- ☐ Comply with the direction of Recreation Center employees in accordance with the rules and regulations outlined in this code of conduct, as well as any other direction staff may deem necessary to maintain the safety and enjoyment of all patrons.
- ☐ Be able to function on their own or with the assistance of an escort, but independently from City of New Berlin Staff or Recreation Center volunteers.
- ☐ Maintain personal hygiene that is healthy and inoffensive.

- ☐ Wear clean, appropriate attire that must cover the chest and backsides. Clothing with profane language or offensive content is prohibited. Closed-toe, non-marking, activity appropriate footwear is required.
- ☐ Do your part to keep our facility clean especially during inclement weather (winter months), please bring a change of footwear to wear while being active.
- ☐ Use voice, language and behavior that will not offend or disturb other participants or staff.
- ☐ Treat others with respect, courtesy, and consideration.
- ☐ Get permission for any photography or videography, personal, commercial, or otherwise, from staff prior to their filming.
- ☐ Observe all Federal, state, and local laws, policies, ordinances, and regulations.
- ☐ Immediately report all injuries and incidents to Recreation staff to initiate an incident report form.
- ☐ Comply with any direction from the New Berlin Activity and Recreation Center staff and follow any other rules that they deem necessary and appropriate to provide patrons a safe, healthy, and welcoming environment.
- ☐ Failure to comply with staff requests, directions, or instructions will result in loss of privileges, including removal from the building and the bringing of appropriate civil or criminal charges. Based upon the severity and/or continuing nature of the conduct said removal and loss of privileges may be permanent. No refund of fees will occur in such instances.

The staff of the City will make the final determination of whether a policy is being complied with and what the appropriate response should be for said noncompliance.

Questions regarding the New Berlin Activity and Recreation Center code of conduct can be directed to the Assistant Recreation Manager or Recreation Manager.

Welcome to New Berlin Recreation Center Wellness Mezzanine!

To ensure the best safety for not only you as a patron, but all patrons attending the facility we have created these guidelines to help direct the appropriate behavior that should be followed while attending our facility. Please read over these guidelines as follows:

1. Safety first.

- a. Anyone, doing anything that is potentially harmful to other members is unacceptable.
- b. No harassment of any form will be tolerated. Patrons must adhere to the New Berlin Activity and Recreation Center Code of Conduct.
- c. We ask patrons to use the facility as a workout facility as intended.
- d. We also ask that patrons make sure to respect the equipment provided.
- e. Children between the ages of 14-17 must have had a wellness mezzanine orientation with one of the Recreation Staff.
- f. Wear closed-toe, non-marking, activity-appropriate footwear is required; street shoes, backless shoes, and boots are not allowed.
- g. No food, open drink containers (cans), or glass. Water bottles only.

2. Share the equipment.

- a. Equipment is considered communal property; because of this we ask that patrons not sit on a machine while resting between sets. Talking on cellular devices or sending text messages are an example of behaviors to avoid while on machines.
- b. Reservations are not allowed on any signature or seated equipment. The machine currently being used by a patron is the one piece of machinery they are allowed to continue using without disruption. That use will be on a first come, first served basis. Please limit sessions to 30 minutes per piece of machinery when others are waiting.
- c. Reservations for machines are not allowed. Patrons are not allowed to set up circuits with multiple pieces of equipment and reserve them for future sets or reps.
- d. Please place the equipment back where you found it.
- e. Report all equipment issues to Recreation staff

3. No CLUTTER is allowed in Wellness Mezzanine

- a. Small gym bags and small back strap bags are allowed, but anything larger than 12x12 in size we ask patrons to use the hooks and cubbies to hang up their belongings.
- b. Any excessive items or large gym bags seen as potential TRIPPING HAZARDS will not be allowed in the Wellness Mezzanine area.
- c. In our hallway, any bag not touching the wall or inside a cubicle holder will be asked to be removed to a hook or cubby.

4. Wipe down equipment

a. Wipe down equipment after use with towel and disinfectant spray; instead of spraying equipment directly, spray directly to the towel and then wipe the machine.

5. Track etiquette

a. Inside and middle lanes are walking lanes.

c. Outside lane is the running/jogging lane. Please look for signage and follow the indicated direction of travel.

d. Recreation provided Strollers are allowed on the track, but only in the inside walking lanes. No strollers are allowed in the middle or outside lane since those are designated for jogging and/or running.

e. No personal Strollers are allowed on the track.

f. Recreation provided Strollers are allowed on the track, but NOT allowed to remain on the track while the user stops or gets on ANY piece of machinery along the track. Liability causes us to enforce this rule and as a result, we cannot have anyone younger than the age of 14 parked near any of our exercise equipment in a stroller.

g. Body baby carriers are allowed on the track, but not in any other area of the fitness floor. No babies in arms.

h. Acceptable track exercise formats are either walking or running motions.

i. NO free weight, dumbbell, or Olympic bar equipment is allowed on the track.

j. NO spitting or food/drink is allowed on track, only water in water bottles.

k. Children must be supervised by an adult while on the track.

l. Prohibited activities on the track include:

- Standing or blocking on the lanes of the track

- Watching first floor activities from the track

6. Minimum age limits.

a. NO ONE is allowed to be ANYWHERE upstairs in the wellness mezzanine that is under the age of 14 without a parent or guardian.

b. Children between the ages of 14-17 must have had a wellness mezzanine orientation with one of the Recreation Staff.

Even those who are 14+ and are not in the fitness mezzanine to work out or following the guidelines listed above will be asked to leave the fitness mezzanine floor.

We as the Recreation staff are committed to providing the best experience possible for you as a fitness patron. We also invite you to come and enjoy all the amazing amenities we have to offer here at our recreation center.

New Berlin Activity and Recreation Center GYM POLICIES AND PROCEDURES

1. The following are prohibited in the New Berlin Recreation Center GYM:

- a. Amplified music – headphones/earphones are required for personal use. Playing music via Bluetooth speaker or from a phone is not allowed. If you are using earphones or headphones, you must maintain an awareness of your surroundings and those around you in order to avoid collisions
- b. Any activity or exercise that may damage facility floors, walls, or equipment.
- c. Pets (except for service animals and service animals in training)
- d. Rollerblades, roller skates, skateboards, Heelys, and Hoverboards.
- e. Organized or informal recreational activities may be stopped in the hallways and corridors if deemed unsafe to patrons or harmful to facility.
- f. Kicking or throwing any equipment against walls or windows in the facility.
- g. Firearms and weapons of all kinds are prohibited in all New Berlin Activity and Recreation Center facilities.
- h. The New Berlin Recreation Center is alcohol, tobacco, and drug-free; alcohol, drugs, e-cigarettes, tobacco products, and vaping devices of any kind are prohibited.
- i. Members and guests suspected of being under the influence of alcohol or drugs will be directed to exit. No refunds of fees paid will be given for persons who are expelled or suspended from use of the facility.

2. GYM POLICIES

- a. Inappropriate or foul language will not be tolerated.
- b. Hanging on basketball rims and or nets is not permitted.
- c. Dunking is not allowed.
- d. Food and drinks (other than water in covered bottles) are not permitted.
- e. Spitting or chewing gum is prohibited.
- f. During Open Gym, the activity designated on the Gym schedule has court priority; New Berlin Recreation Center staff reserves the right to stop all activity other than the designated sport.
- g. There will be no shooting or throwing of any ball or equipment from the track to the gym courts.
- h. Attire
 - i. Clean, appropriate athletic attire is required at all times. Attire must cover the chest and buttocks.
 - ii. Clothing with profane language, and/or offensive content are prohibited in the facility.
 - iii. Closed-toe, non-marking, activity-appropriate footwear is required; street shoes, boots, dress shoes, and sandals are not allowed; please bring a change of footwear.
 - iv. During the winter months, please bring a change of footwear while working out.
- i. Bags
 - i. Small gym bags and small back strap bags are allowed on the bleachers, bags are not allowed to be on the court floor.
 - ii. The New Berlin Recreation Center is not liable for any lost/stolen bags or personal items.
- j. Disorderly and Disruptive Conduct

- i. The following is prohibited in the New Berlin Recreation and Activity Center:
 - 1. Use of obscenities and insulting language or gestures
 - 2. Spitting
 - 3. Harassment and/or hazing of other members or staff
 - 4. Vandalism
 - 5. Fighting
 - 6. Verbal Altercations
 - 7. Bullying
 - 8. Taunting

3. SPORT EQUIPMENT

- a. Basketballs, Volleyballs, and Pickleball Paddles will be available to check out at the front desk. If equipment is not returned, members will be fined and charged for the value of the equipment. Members will not be allowed to enter the building until the fine and replacement costs are paid.
- b. All equipment must remain in its designated location. No bouncing or kicking of any type of sport ball is allowed outside of the gym courts.

4. OPEN GYM

- a. Open Basketball
 - i. No full court games allowed. One basket games are permitted as long as only one basket is being used and players are being respectful to others using different areas of the gym.
- b. Open Volleyball
 - i. Designated courts: Court 1 is designated for ages 14-18 and Court 2 is designated for 19 years and older.
- c. Open Gym
 - i. No pick-up basketball games allowed. No setting up of volleyball, pickleball, or tennis nets. No playing catch with baseball, softball, and or football. Basketball shoot around, passing of soccer ball, and passing of volleyball are allowed during open gym times.
- d. Full Court Pick Up (18+)
 - i. Full court games must be inclusive of any potential participants.
- e. Open Pickleball
 - i. **Payment/Sign-In:** All participants must sign-in at the front desk prior to entering the gym. Open Gym Pickleball is only available to Daily, Annual, or Monthly RecPass holders. DO NOT enter the gym earlier than the designated "Open Gym Times".
 - ii. **Court Designations:** When all courts are in use, there are a total of 9 Pickleball Courts. Courts will be clearly labeled (example: 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, and 3C) and will be designated solely for social, intermediate, or advanced play based on need.
 - iii. **Open Gym Guidelines:**
 - a. Unless not all of the courts are in use, a doubles format should be used at all times.
 - b. **Rule of 2:** Unless otherwise instructed, each player should only play a max of 2 consecutive games, regardless of who wins the game. A team that has not played two games should stay on the court and split up. If there is no one waiting to play, no one needs to sit out.

- c. Anyone waiting to play must place their paddle in the designated paddle holders or on the bleachers in an orderly manner to be in line to play. Please have your name on your paddle to assist with the participant rotation process.
- d. **Be conscious and respectful of the differing skill levels on the court at a given time.** If playing "down" (at a lower skill level than your own), please adjust your style.
- e. If you hear someone, yell "Ball!" - STOP PLAY IMMEDIATELY. To return an errant ball, please follow these steps: (1) temporarily stop your play (2) determine which court the errant ball came from (3) courteously return the ball to one of the players on that court without interrupting other games in progress. For everyone's safety, please DO NOT just bat/kick an errant ball off your court; follow the steps listed above to help ensure the safety of all participants.
- f. NEVER yell at, swear at, or speak a hostile or sarcastic word to any player in anger or otherwise! Multiple or severe incidents of this will be reported to the Recreation Department for further action.
- g. Please be respectful of the courts, facilities, fellow players, and the volunteers! Reoccurring violations of the above policies may lead to participant removal from the program by the City of New Berlin Recreation Department.
- iv. **Scoring:** Games will be played to 11 (win by 2). Once, the paddle queue reaches a predetermined amount of participants waiting to play (number will be communicated by a volunteer or gym supervisor), games will be played to 9 (first to 9 wins).
- v. **Shoes:** It is MANDATORY that all participants bring two pairs of shoes when using the gym space: one pair to wear into and out of the gym, and another pair strictly to play in. For the sake of the gym floor and also for the safety of the participants, please do not wear your snowy/wet/salty/dirty shoes from outside onto the courts.
- vi. **Balls:** All participants will be required to bring at least ONE BALL to participate each day. For consistency purposes, an Onix Fuse Indoor Pickleball (orange) will be the ball of choice. Balls are available for purchase at the front desk for \$3.00 per ball.
- vii. **Rentals:** Paddle rentals are available at the front desk of the Activity and Recreation Center, but we strongly advise bringing your own. All rented equipment must be returned before leaving the facility.

5. Consequences

- a. Failure to comply with these policies may result in a suspension or permanent expulsion, the length of which will be determined by New Berlin Recreation Center professional staff based on the circumstances surrounding the conduct and any prior violations. The Recreation staff shall have final say as to the interpretation and application of these rules. Their determinations shall be final and binding on all Recreation Center users.



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 Sponsorship Packet.

DATE: 2-19-24

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Recreation Sponsorship Packet.

FISCAL IMPACT: The 2024 Sponsorship has been edited to reflect the 2024 sponsorships needed for the year.

RATIONALE/BACKGROUND: The Sponsorship Rental Packet now reflects the current special event sponsorships and activity guide sponsorships for 2024.



NEW BERLIN

RECREATION DIVISION

2024

SPONSORSHIP

PACKET





15321 W National Ave
New Berlin, WI 53151

Phone (262) 797-2443
Fax (262) 797-2460

Email: recreation@newberlin.org
www.newberlin.org

Dear Business Friends,

Are you looking for an impactful way to give back to the community this year? Then the City of New Berlin Recreation Division invites you and your company to become a Business Sponsor in 2024! Our health, our neighborhoods, our economy, and our environment all benefit from Recreation. Without the support and dedication of our business community, the City would not be able to provide the quality parks and recreational services our citizens enjoy today.

As a sponsor, you are demonstrating positive corporate citizenship and greater visibility for your company within the community. Your company/business will gain valuable exposure by advertising with the City of New Berlin, while extending your visibility, and achieving your marketing goals.

In teaming up with the City of New Berlin Recreation Division we will work with your company to develop a marketing package to include advertising and direct mail opportunities within publications, on our website, at events, and within City owned park facilities.

Business Sponsor Programs include:

- Sponsorship within the Recreation Seasonal Activity Guide
- Sponsorship for a Community Special Event or Program
- Malone Park Banner Program

Benefits you will receive:

- Visibility in multiple locations such as parks, program events, and our print/online Activity Guide.
- Hit your target population or select all sponsorship options to saturate the entire community.
- Helping the community by enhancing the development and improvement of our recreational services.

Thank you for considering this invitation to become part of our sponsorship programs and making a larger impact on our community. Enclosed you will find the 2024 Sponsorship Packet which outlines the various Business Sponsorship Programs. If you have any questions, or have sponsorship ideas/suggestions of your own, please contact us at (262) 797-2443 or recreation@newberlin.org. We look forward to having you as a sponsor

Your partner in community,

Sam

Sam Blonien
Assistant Recreation Manager
sblonien@newberlin.org
262-797-2443

SPONSORSHIP OPPORTUNITIES

As a sponsorship partner, you will receive recognition in the seasonal activity guide, a prominent banner/sign at the event, name recognition on the back of t-shirts (where applicable), inclusion in any Public Service Announcements prior to the event, announcements and recognition throughout the event day, and recognition on the City's Facebook page. For specific recognition differences between the classes of sponsorship, please contact the Recreation Division at (262) 797-2443.

SAFETY TOWN

T-shirt Sponsor - \$1500.00

Children entering kindergarten participate for two weeks in this unique program which prepares them for various aspects of safety and awareness. Your company logo will go on the back of each of the children's t-shirts.



NOT-SO-HAUNTED HAPPENINGS

Title Sponsor - \$1200.00

Sponsor this free month long celebration. We will celebrate Fall with a month full of family activities. Your company will have a banner displayed at each of the activities.



SNAP POMS

T-shirt Sponsor - \$500.00

Special needs and ability poms (SNAP) meet weekly and perform at local competitions such as the Memorial Day, July 4th and Christmas parades. Your company's logo will be featured on each of the participants t-shirts.



DANCE RECITAL

Event Sponsor - \$500.00

Take part and be the event sponsor for our yearly dance recital! Support the hard working dancers as they perform for friends and family on the BIG STAGE! Your company would have a 6ft banner with your logo displayed at the event.





COLOR CLASH

Multiple Levels of Sponsorship

Sponsor a day in the sun, running or walking our 1 mile course and getting covered by colors! This event is fun for the whole family to have a colorful day together.

Event Sponsor—\$2000

6 ft banner at the start line, promoted on all advertisements and your company's logo displayed on our participant t-shirts and host a booth during event! Brighten up this event with your company.

Color Powder Sponsor—\$1500

Yard Sign at every color station on the route displaying your company's logo, and host a booth at event to show off your companies colorful side!

WINTERFEST

Multiple Levels of Sponsorship

Be a part of the New Berlin Recreation Division's Annual Winter Festival by sponsoring this fun event! Community members will come together and enjoy winter-themed activities at the City Center Plaza and Malone Park. With a ton of wintry surprises, this is one event you won't want to miss!



Tundra Title Sponsor—\$3500

6 ft banner at each location, logo on commemorative mugs, logo on ice sculpture at event, logo on kickball champion t-shirt, booth at each location and more.

Ice Sculpture Sponsor—\$1800

Logo on Ice Sculpture at event, Logo on Kickball Champion t-shirt, 6 ft banner at Malone Park, Booth at Malone Park, and more!

Eskimo Entertainment Sponsor—\$1200

6 ft banner near live music performance at event, logo on participant t-shirt, booth at Malone Park, and more!

Snowball Kickball Sponsor—\$1000

6 ft banner at kickball fields, logo on back of kickball t-shirt, social media recognition, and more!

Candlelight Sponsor—\$750

3 ft banner near trailhead, logo on ice sculpture, & more!

For more information about Winterfest opportunities, please reach out to the Recreation Division at recreation@newberlin.org or 262-797-2443



PICKLEBALL TOURNAMENTS

Battle of the Paddles Sponsor - \$1000.00 Fall Brawl Sponsor - \$1000.00

Become the headline sponsor for our yearly pickleball tournaments held in May and October. With the rise in popularity pickleball has become one of our largest program we offer! Whether you choose the spring or fall tournament your company logo will be featured on all marketing flyers, and displayed on a 6ft banner for the entire duration of the tournament!

SUMMER CORNHOLE LEAGUES

League Sponsor - \$1000.00 Board Sponsor - \$300.00

New this Summer are New Berlin Recreation Division Summer Cornhole Leagues. Your company's logo will be featured on all marketing and print material, one set of cornhole boards, and t-shirts given to the league champions. Only want your company information on one set of boards? Individual board sponsorship available for \$300.00.



◆ CORNHOLE ◆

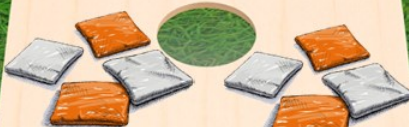
2024 Sponsorships

**BOARD
SPONSOR**

\$300

**LEAGUE
SPONSOR**

\$1000



**YOUR
GRAPHICS &
INFO HERE**

DESIGNS UP TO 2' X 4'
LOGO, PHONE #, WEBSITE, ETC



MALONE PARK BANNER PROGRAM

Multiple Levels of Sponsorship

We are offering advertising opportunities at our baseball/softball fields at Malone Park Sports Complex. This opportunity allows your company for valuable exposure from early spring into the fall at our baseball/softball fields. The fields are used by thousands each season through youth sports, tournaments, and rec leagues. *See next page for more information*

MALONE PARK BANNER PROGRAM

We will be offering advertising opportunities on our baseball/softball fields at Malone Park.

Banners will be placed on the outfield fence of Fields #3, #4, and #5.

Sponsorship Information	Banner Size
Corporate Sponsors are responsible for providing their banners based on the following specifications: Banners shall be 4 foot by 8 foot 13 oz vinyl material Banners must have at least 3 grommets along the top and bottom Cost: One Year Contract: 1 Field \$300 2+ Fields \$400 Three Year Contract:: 1 Field \$800 2+ Fields \$1000	 4'x8' Banner with seams and grommets. Installed with bungee cords.

Banner advertising at Malone Park is exclusive to the New Berlin Recreation Division Banners can be produced and provided by the divisions proffered provider. Graphic Innovations phone 414-727-4646 or email sales@graphicinno.com; or supplied by vendor of your choice per specifications listed above.



1" nickel plated grommet

Graphic Innovations:

\$160 per Banner + any artistic fees if needed

414-727-4646



4'x6' Banner with seams and grommets

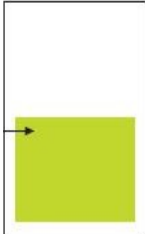
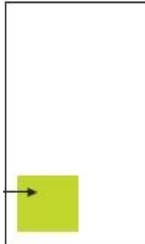


4'x8' Banner with seams and grommets.
Installed with bungee cords.



ACTIVITY GUIDE ADVERTISING

We will be selling advertising space in our Seasonal Activity Guides. This advertising opportunity has significant discounts and no middleman. Spaces are limited – call for available sizes.

Sponsorship Information	Ad Size Options	
<u>Black and White</u> Artwork must be camera ready. We would prefer it to be JPEG or PDF. Artwork and photographs should be in 300 dpi. Cost is per season.	 Full Page 8" x 10.5" Cost: \$500 Back Cover Glossy Color Print Cost: \$1000	 Half Page 8" x 5.25" Cost: \$300
	 Quarter Page 4" x 5.25" Cost: \$200	 Eighth Page 4" x 2.625" Cost: \$100

Ad space available on back cover of Activity Guide. Be the sole sponsor on the back page of the Activity Guide and really stand out! Full page, full color ad available for \$1000.

The City of New Berlin Recreation Activity Guide is distributed digitally at the City's website (www.newberlin.org), on Facebook, Activity and Recreation Center and the New Berlin Public Library.

Activity Guide Seasons:

Winter/Spring Seasonal Activity Guide (December-May)

Summer Seasonal Activity Guide (May-September)

Fall Seasonal Activity Guide (September-December)

WHAT A DEAL!

Save up to \$750.00 on advertisements! Sponsor any program and receive 25% off up to three (3) Seasonal Activity Guide advertisements!

***Advertisements must be placed in consecutive Seasonal Activity Guides.**

Sponsorship Terms & Policies

- 1) Sponsorship opportunities are extended to any local, national or international business, non-profit agency and government agency that have or wish to have a presence in the City of New Berlin. Organizations whose primary business involves the following activities are ineligible for sponsorship opportunities in the City of New Berlin:
 - a. Promotion of the sale or consumption of alcoholic beverages and tobacco products.
 - b. Promotion of gambling or illegal drugs.
 - c. Promotion of the sale or use of firearms or other weapons.
 - d. Depiction or characterizations which suggest nudity, profanity, obscenity or lewdness.
 - e. Commentary or advocacy of a social, religious or political nature.
 - f. Promotion of services or programs that are already offered by the City of New Berlin.

Advertising opportunities being provided are solely non-public forums and specifically are not to be considered opportunities for discussion or interchange of ideas on public issues. Subject to the City of New Berlin terms for accepting sponsorship, contracts will be accepted on a first-come, first-serve basis.
- 2) The City of New Berlin Parks, Building & Grounds Commission and the Recreation Commission reserves the right to make final determination for acceptance on sponsorship contracts.
- 3) The City of New Berlin reserves the right to revise, reject or omit any ad at any time without notice. Any camera-ready sponsorship submitted that does not conform to the publications mechanical requirement will be enlarged, reduced or floated at the discretion of the division staff. The City of New Berlin shall not be responsible for damages if an advertisement fails to be published for any reason.
- 4) The City of New Berlin reserves the right to determine and/or change the placement of ads without notice.
- 5) Advertisers and advertising agencies are liable for all contents of advertisements (including copy, representation and illustrations) and shall indemnify and hold harmless the City of New Berlin, without limitation against, for any and all claims made thereof against losses sustained by the City of New Berlin Parks, Building & Grounds Division, Recreation Division, City Council, and employees.
- 6) The advertisers and its agency, each represent that they are fully authorized and licensed to use:
 - a. The names, portraits, and/or pictures of living persons;
 - b. Any copyrighted or trademarked materials;
 - c. Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any of the City of New Berlin publications, and that such advertisement is neither libelous or defamatory, an invasion of privacy, or otherwise unlawful to any third party. The advertiser and its agency each agree to indemnify and save harmless the City of New Berlin against all losses, liability, damage and or expenses arising from the copying, printing or publishing of any such advertisement.
- 7) No conditions printed or otherwise, appearing on contracts, orders or copy instructions, which conflict with the City of New Berlin policies will be binding on the City of New Berlin or its agents.
- 8) The City of New Berlin shall not be responsible for any damages caused by acts of God, fires, strikes, accidents or other occurrences beyond the control of the publisher or the City of New Berlin.
- 9) Failure to fulfill contract terms will result in additional charges equal to the full contract fee.
- 10) The City of New Berlin will only return any items submitted for Sponsorship at our discretion.
- 11) Payments are due on or before the first date of notification timeline. Failure to do so may forfeit the agreement for sponsorship.
- 12) The City of New Berlin reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written sponsorship agreements. All Sponsorships placed without a signed agreement is subject to rates that apply at the time of publication.

**New Berlin Recreation
Sponsorship Commitment Form**



SPONSOR INFORMATION

Complete the following information:

Name: _____

Business/Organization Name (if any): _____

Email: _____ Is business located in New Berlin? ☐ Yes ☐ No

Address: _____ City/State/ZIP: _____

Primary Phone: _____ Alternate Phone: _____

SPONSORSHIP OPTIONS: *Mark/Check all that apply*

- ☐ Safety Town: T-Shirt Sponsor - \$1,500
- ☐ Not-So-Haunted Happenings: Title Sponsor- \$1,200
- ☐ SNAP Poms: T-Shirt Sponsor -\$500
- ☐ Dance Recital Event Sponsor \$ 500
- ☐ Color Clash: Event Sponsor \$ 2,000
- ☐ Color Clash: Color Powder Sponsor \$ 1,500
- ☐ 2024 Winterfest: Tundra Title Sponsor- \$3,500
- ☐ 2024 Winterfest: Ice Sculpture Sponsor - \$1,800
- ☐ 2024 Winterfest: Eskimo Entertainment Sponsor - \$1,200
- ☐ 2024 Winterfest: Snowball Kickball Sponsor - \$1,000
- ☐ 2024 Winterfest: Candlelight Sponsor - \$750
- ☐ Pickleball Tournament: Battle of the Paddles Sponsor \$ 1,000
- ☐ Pickleball Tournament: Fall Brawl Sponsor \$ 1,000
- ☐ Summer Cornhole Leagues: League Sponsor - \$1000
- ☐ Summer Cornhole Leagues: Board Sponsor - \$300
- ☐ Malone Park Banner Program ☐ One Year ☐ Single Field- \$300 ☐ 2+ Fields- \$400
- ☐ ☐ Three Year ☐ Single Field- \$300 ☐ 2+ Fields- \$400

Activity Guide *Mark/Check all that apply*

- Season: ☐ Winter/Spring ☐ Summer ☐ Fall
- Ad Size: ☐ Full Page - \$500 ☐ Half Page - \$300 ☐ Quarter Page - \$200
- ☐ Eighth Page - \$100 ☐ Back Cover - \$1000

PLEASE READ:

Specific sponsorships are sold on a first-come, first serve basis. Liability for the content of sponsorships (text, representation and illustrations) is assumed by sponsoring agencies for any claims arising there from against the City. Right of refusal of any sponsorship not in keeping with the agency's terms and policies is reserved by the City. The City is not liable for delays in delivery, and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the City affecting production or delivery in any manner.

By signing below, I hereby acknowledge that I have completed the above information to the best of my knowledge, read the above information, received a copy of the Sponsor Terms & Policies, and will agree to all said rules and guidelines.

Signature: _____

Date: _____

For Office Use Only

Date Received: _____

Amount Paid: _____

Date Paid: _____

Staff Initials: _____



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 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship.

DATE: 2-19-24

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Lions Club Activity and Recreation Center Gymnasium and Track Sponsorship. The New Berlin Lions are also requesting that the city split half of the cost on printing and installing their donor signage.

FISCAL IMPACT: The New Berlin Lions Club has been a proud supporter of our community for many years, actively engaging in various projects aimed at enhancing the well-being of our residents. As part of their ongoing commitment to community betterment, the New Berlin Lions have graciously agreed to be the \$75,000 donor of the New Berlin Activity and Recreation Center Gymnasium and Track. The donation is spread out for 5 years at \$15,000 each from March 1, 2024-March 1, 2029.

The Lions club would like to propose a cost-sharing arrangement regarding the printing and installation of donor signage associated with this project. The Lions Club kindly request that the city considers splitting half of the cost for printing and installing the Lions Club donor signage, demonstrating a collaborative effort in celebrating and recognizing the valuable contributions of our local sponsors.

There are plans to have 4 signs (Court 1, Court 2, Court 3, Track). The total sign estimate is \$4,275.58, which half would be \$2,137.79.

RATIONALE/BACKGROUND: We believe that a partnership between the Lions Club and the city would not only amplify the visibility of local contributors but also serve as a testament to the strong collaboration between civic organizations and local government in promoting community welfare. We believe that by working together on this initiative, we can create a more vibrant and connected community, fostering a sense of pride and gratitude among our residents.



15321 W NATIONAL AVENUE
NEW BERLIN, WI 53151



21700 DORAL ROAD
WAUKESHA WI 53186
262.432.1330
www.innovative-signs.com

Qty: 3



Customer

City of New Berlin
Lions Club Graphics

DateProject Manager

02/06/2024Jaime D.

Order #Designer

ISI - 13124Brian H.

Materials & Specifics

High Tack Vinyl

- High Tack Digital print with lamination
- contour cut out

Colors

-  Pantone 287c
-  Pantone 7406c
-  White

Left Court



Center Court



Right Court



Revisions

- ☐ Revision 1:
- ☐ Revision 2:
- ☐ Revision 3:
- ☐ Revision 4:





21700 Doral Rd
Waukesha, WI 53186
(262) 432-1330

First Impressions, Great Results
www.innovative-signs.com

ESTIMATE

EST-13210

Payment Terms: Net 15

Created Date: 2/6/2024

DESCRIPTION: Vinyl sponsor Graphics and Court ID

Bill To: City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151
US

Installed: City of New Berlin
15321 W National Avenue
New Berlin, WI 53151
US

Requested By: Dan Hogan
Email: dhogan@newberlin.org
Work Phone: (262) 797-2445 x 2249
Cell Phone: (262) 364-4684
Tax ID: 008-0000597 456-05

Salesperson: Jaime Dieman
Email: Jaime@innovative-signs.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Above Bleacher Lions Club Graphics	3	\$767.87	\$2,303.60
1.1	Printable Vinyl - HIGH TACK - Left, Center, and Right Bleachers			
1.2	Graphic Design Fee -			
2	Track Entrance Lions Sponsor Graphic	1	\$251.98	\$251.98
2.1	Printable Vinyl - HIGH TACK -			
2.2	Graphic Design Fee -			
3	Installation	1	\$1,720.00	\$1,720.00
3.1	Installation -			

**** This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Due to the volatile market and supply chain issues the cost for materials changes rapidly. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid for 15 days *****

Subtotal:	\$4,275.58
Taxes:	\$0.00
Grand Total:	\$4,275.58
Deposit Required:	\$2,137.79

Signature: _____ **Date:** _____

NAMING RIGHTS AGREEMENT
City of New Berlin Activity and Recreation Center Gymnasium

This Naming Rights Agreement (hereinafter referred to as the “Agreement”) is made and entered into this _____ day of January, 2024 (hereinafter referred to as the “Effective Date”) by and between the CITY OF NEW BERLIN, Waukesha County, Wisconsin, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”), which is a municipal corporation, duly organized and validly existing under the laws of the State of Wisconsin; and the NEW BERLIN LIONS CLUB and the NEW BERLIN LIONS CLUB FOUNDATION which are both non-profit corporations, duly organized and validly existing under the laws of the State of Wisconsin, with their principal offices and places of business located at PO Box 51024, New Berlin, Wisconsin, 53151, (hereinafter collectively referred to as the “Lions Club”).

WHEREAS, the City owns and operates a multi-purpose athletic sports complex, which is located at 15321 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “ARC”); and

WHEREAS, the City has constructed a gymnasium and track as part of the ARC (hereinafter referred to as the “Gym”); and

WHEREAS, the City and the Lions Club are desirous of entering into an agreement whereby in exchange for the Lions Club’s agreement to pay a rights fees, as hereinafter defined, to the City in accordance with the terms of this Agreement, the City shall be required to use the designation “New Berlin Lions Club Gymnasium and Track” exclusively as the name of the Gym, and shall allow a sign to be placed within the Gym in accordance with the terms and conditions set forth herein, and the Lions Club agrees to grant to the City certain rights in the Lions Club intellectual property solely for the purpose of creating the aforementioned signage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, including the foregoing Recitals and the considerations as set forth below, the City and the Lions Club do hereinafter agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a material part of this Agreement.

2. Term and Notice of Renewal. The term of this Agreement shall commence on March 1, 2024 and shall end on the 28th day of February , 2029 (the “Initial Term”). The City and the Lions Club shall each have the right to terminate this Agreement by giving written notice of the intent to non-renew to the other party. Such notice of non-renewal shall be given no later than December 31, 2028. In no event shall the provisions under this paragraph be interpreted as a termination for a convenience with respect to the Initial Term.

In the event neither party gives the other party a timely notice of non-renewal, an “Exclusive Renewal Term” shall commence automatically on March 1, 2029 and shall terminate on February 28, 2034 (the “Renewal Term”). The Initial Term and Renewal Term, if exercised, shall collectively be referred to as the “Term”.

In the event the City receives a written offer from another third party sponsor or vendor interested in sponsoring the Gym, (hereinafter the “Third Party Offer”) on similar or more favorable terms as the terms set forth in this Agreement, based upon the objective expressed terms of this Agreement, the City may elect to provide written notice of its intent not to renew, along with a copy of the Third Party Offer, which Third Party Offer shall include the terms and conditions upon which the same is being made. The City and the Lions Club agree and acknowledge that when valuing the objective expressed terms of this Agreement, any and all additional marketing activities set forth in this Agreement, excluding specifically the Term, Rights Fee and Naming, of the Gym shall have a total estimated marketing value of not less than \$75,000.00 over the Initial Term. In the event the City receives a Third Party Offer, and provided that the Lions Club is not in default under the terms of this Agreement, the City shall grant to the Lions Club the right to match the terms for the Renewal Term. Pursuant to this right to match, the Lions Club shall have the right, but not the obligation, to tender an offer to the City within thirty (30) days of the receipt by the Lions Club of the City’s notice of intent to non-renew and the Third Party Offer on identical, similar or more favorable terms and conditions as outlined in the Third Party Offer. In the event the Lions Club fails to exercise their right to match, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and the Lions Club.

In the event the City provides written notice of its intention to renew without a pending Third Party Offer, and provided the Lions Club is not in default under the terms of this Agreement, the City shall grant the Lions Club the right to renew for the Renewal Term. The Lions Club shall provide written notice of the Lions Club’s intent to exercise the right to renew within thirty (30) days of receipt by the Lions Club of the City’s notice of intent to renew under the terms and conditions outlined herein. In the event the Lions Club fails to exercise its right to renew, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and the Lions Club.

3. Use of Lions Club Name and Logo. The parties acknowledge and agree that during the Initial Term, the City shall use and refer to the Gym as the “New Berlin Lions Club Gymnasium at the New Berlin Activity and Recreation Center”. The parties further agree that the City shall not be obligated to commence any marketing efforts or to post any signage within the Gym until the initial payment for the Right Fee as provided for hereunder is received. The name of the Gym shall not be changed without the prior written approval of the Lions Club during the term of this Agreement. The City further agrees, without limitation, as follows:

- a. To use its best efforts to cause the Lions Club name and logo to be mentioned and displayed in connection with certain public service announcements and media materials and Recreation Department materials related to the ARC and the Gym, and originated or permitted by the City for use at a City sanctioned event.

- b. To use its best efforts to cause the Lions Club name and logo to appear in all printed materials related to the ARC and Gym to the extent that the preparation or purchase of such printed materials are originated or permitted by the City for use at or in promotion of a City sanctioned event.
- c. To use its best efforts to cause the Lions Club name and logo to appear on all web-based content related to the ARC and Gym, and events taking place therein, and to provide a link to the Lions Club website to the extent that the preparation of such web-based content related to the ARC and Gym are originated and permitted by the City as part of its Recreation Department Programming.

With regard to the foregoing requirements, the parties agree to act in good faith, to agree upon the exact size, location and depiction of the Lions Club name and logo to be employed by the City in its printed or web-based content, which depiction, design and construction shall take place at the Lions Club sole cost and expense. The Lions Club agrees that the City will invoice the Lions Club for such costs and the Lions Club agrees to pay those costs within thirty (30) days of its receipt of such billing.

4. Removal. Upon the expiration of the Term or earlier termination of this Agreement, the City shall remove the signage as provided for hereunder and shall bill the Lions Club for the cost and expense of the removal and restoration of the location of the sign to its condition prior to the placement of said signage. The Lions Club agrees to pay the invoices for such costs within thirty (30) days of its receipt of them.

5. Rights Fee. In consideration for the rights granted under this Agreement for the Initial Term, the Lions Club hereby agrees to pay to the City a Rights Fee (hereinafter referred to as the "Rights Fee") in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, which shall be paid in five (5) equal installments of Fifteen Thousand (\$15,000.00) Dollars; with the first such payment being due on or before February 29, and on the same date of each year thereafter with the last payment for the initial term being due on or before January 31, 2028. All payments due hereunder shall be remitted to the City of New Berlin, Attention: Director of Finance, 3805 South Casper Drive, New Berlin, Wisconsin, 53151. The City acknowledges and agrees that this Agreement is the first in a series of agreements as part of a capital contribution campaign initiated by the City to fund the construction and improvements to the ARC, as well as any costs associated with the operation and maintenance of the ARC. The Lions Club and the City agree the funds being tendered hereunder shall be utilized by the City for the capital costs of the construction of the ARC, as well as costs related to the maintenance and operation thereof. As a donation, this Rights Fee shall not be considered a direct payment to the City's General Fund. By executing this Agreement, the City of New Berlin Common Council agrees to this designation for the use of the funds. In the event the City delivers to the Lions Club written notice of its intent to non-renew this Agreement in accordance with the aforementioned provisions of this Agreement and the Lions Club exercises its right to match, the parties agree that the Rights Fee for the Renewal Term shall be the amount specified in the Third Party Offer, unless the Lions Club and the City mutually agree otherwise. In the event the Lions Club exercises its right to renew, the parties agree the Rights Fee for the Renewal Term, if exercised, shall be in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, payable in five (5) annual installments of Fifteen Thousand (\$15,000.00) Dollars.

6. Additional Obligations of the City. In exchange for receiving the Rights Fee and in addition to the obligations set forth above, the City shall:

- a. Authorize the Lions Club to utilize two multi-purpose rooms for its private use twice annually during the duration of the sponsorship on dates and times mutually agreed to between the City and the Lions Club. The Lions Club agrees to give the City not less than sixty (60) days written notice of its desire to exercise the rights provided under this paragraph.
- b. The Lions Club acknowledges that it will enter into a separate Facility Use Agreement for use of the multi-purpose rooms with the City, which form of said Facility Use Agreement shall be in the customary form approved and utilized by the City for other City facilities.
- c. The Lions Club understands and acknowledges that the Lions Club shall be required to furnish a Certificate of Insurance for any such use provided for under this paragraph in accordance with the terms of the Facility Use Agreement typically utilized by the City, unless otherwise waived in writing by the City.
- d. The Lions Club further agrees to indemnify the City and hold it harmless against any claims, demands, actions or causes of action which may arise against the City as a result of the use by the Lions Club provided for hereunder.
- e. The Lions Club is further provided with the invitation to host a booth at special events at the ARC during the term of this Agreement to provide users of the ARC with information about the Lions Club and its programming and activities. However, the Lions Club shall not be permitted to sell any product at such exhibit/booth location except as expressly permitted, in writing, by the City.
- f. The City agrees to create an official announcement and special recognition event for naming right sponsors, including the Lions Club. Said event to occur on February 24, 2024.

7. Default and Remedies. In the event the Lions Club fails to make the Rights Fee payments when due and if such failure continues for a period of fifteen (15) days after written notice to the Lions Club, or in the event the Lions Club fails to comply with any obligation of the Lions Club contained hereunder, and shall failure continues for a period of thirty (30) days after written notice to the Lions Club, the City shall be entitled to exercise any of the following remedies:

- a. To cause the Term to end on a date specified in such notice, which date shall be not less thirty (30) days after the date of the notice.
- b. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

In the event that the City fails to comply with any of its material obligations under this Agreement, which failure to continue for a period of thirty (30) days after notice thereof to the City from the Lions Club; provided, however, such failure is not reasonably curable within thirty (30) days, the City shall be afforded a reasonable time to cure a remedy of such failure so long as the City, in good faith, is attempting, at all reasonable times, during such period to cure such failure, or if the City shall utilize any name of the Gym other than as provided for in this Agreement without the express permission of the Lions Club, the Lions Club shall have the right to any one or more of the following remedies:

- a. To terminate this Agreement.
- b. To receive a refund of the Rights Fee for any time in which the City's default occurred and continued to occur without an attempt being made by the City to cure.
- c. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

Notwithstanding the foregoing, the City's failure to comply with the requirements set forth herein on any one occasion shall not constitute a City default if the City has substantially complied with the terms of this Agreement and has used good faith efforts to ensure compliance by its personnel and officials.

8. Assignment. Neither party shall transfer or assign its rights or obligations under this Agreement without the express written permission of the other party.

9. Morals Clause. If the Lions Club, or any of its officers, directors or Board members, commits any act which, in the reasonable and good faith opinion of the City, would disparage or impair the reputation and integrity of the City (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violation, sexual allegations involving any minor, or any other act of moral turpitude; collectively "Negative Activity"), the City shall have the right to terminate this Agreement by providing thirty (30) days written notice to the Lions Club outlining such Negative Activity and exercising the City's right to terminate. In the event the Lions Club fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the City within thirty (30) days of receipt of the notice to cure from the City, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of the City, the Agreement shall automatically terminate upon expiration of the notice.

The City shall monitor the acts occurring at the ARC, as well as the conduct of its officials and employees. In the event any Negative Activity occurs as the result of the acts or omissions of City personnel or the City itself, which in the reasonable and good faith opinion of the Lions Club would disparage or impair the reputation and integrity of the Lions Club, the Lions Club shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to the City outlining such Negative Activity and exercising the Lions Club's right to terminate the Agreement. In the event the City fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the Lions Club

within thirty (30) days of the receipt of the notice of the Negative Activity, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of the Lions Club, the Agreement shall automatically terminate upon expiration of the notice to the City and in such event, the Lions Club shall be entitled to liquidated damages equal to seventy-five (75%) percent of the unaccrued Rights Fee hereinafter defined. The unaccrued Rights Fee shall be the pro rata amount of the Initial Term, calculated by dividing the Rights Fee for the Initial Term by sixty (60) months and then multiplied by the number of months remaining in the Initial Term of this Agreement as of the expiration date of the notice from the Lions Club.

10. Representations and Warranties. Each party hereto represents and warrants to the other party as follows:

- a. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the governing body of each party has reviewed and approved this Agreement and has authorized the persons executing this Agreement to do so on behalf of their respective organizations.
- b. The execution, and performance under this Agreement has not, do not and will not materially conflict with, violate or result in a breach or default of any other agreements of each party.
- c. This Agreement is a legal, valid and binding obligation, and shall be enforceable in accordance with its terms.
- d. No litigation is pending or, to the knowledge of the either party, threatened which would reasonably be expected to materially or adversely affect the ability to perform this Agreement.

11. Indemnity. The Lions Club shall indemnify, defend and hold harmless the City with respect to any negligent acts or omissions or the willful misconduct of the Lions Club or any of its officers, directors or agents, arising from the subject matter of this Agreement. The City shall indemnify, defend and hold harmless the Lions Club with respect to any ARC or Gym related accident or injury, negligent acts or omissions, or the willful misconduct of the City or its officers, directors or agents arising out of the subject matter of this Agreement. Nothing contained herein, however, shall be construed as a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities set forth within Wisconsin law, including, but not limited to, those contained under Wisconsin Statute Secs. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer, shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

12. Liaison. The Lions Club and the City shall each designate an individual or contact person who shall be responsible for coordinating all planning, designing, construction and reviews provided for herein relative to the contemplated signage, as well as coordinating all use requests, details, reviewing and assessing all signage and promotional materials required pursuant the terms

of the Agreement. In communicating with the other party, all notices required herein, each party shall have the right to designate other liaisons as may be necessary.

13. Miscellaneous Provisions/Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing addressed to the address of the intended recipients as following:

TO THE CITY: New Berlin City Clerk
 City of New Berlin
 3805 South Casper Drive
 New Berlin, WI 53151

With Copies To: New Berlin Mayor
 New Berlin Director of Community Development
 New Berlin Recreation Manager

TO THE LIONS CLUB: New Berlin Lions Club
 Attn: Jerry Johnson
 New Berlin Lions Club President
 PO Box 51024
 New Berlin, WI 53151

Neither party herein shall be nor become the agent of the other party for any purpose in connection herewith. The Lions Club shall not be liable for the City's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture.

Nothing herein contained shall be construed to give the Lions Club any control over or responsibility for operation of the ARC or Gym.

Neither party shall be in breach of this Agreement if the performance by the other party of any of its obligations hereunder is prevented because of an act of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, floods and/or the elements for such period that the party is prevented from performing, through the use of reasonable efforts, its responsibilities under this Agreement until such event as ceased.

The specific location in the Gym, as well as the signs and content of the signage, will be subject to the exclusive sole approval of the City; and the specific content and location will be more specifically described in the attached Exhibit A. The Lions Club warrants and represents that it has the authority to authorize the use of its trademark, as well as the trademarks of the Lions Club Organization to allow for its use in the context of this Agreement. The Lions Club will indemnify the City and hold it harmless against any claims for misappropriation of the logo used in the sign or any other intellectual property related to the signage involved in this Agreement, including actual attorney fees.

In the event the Lions Club changes its name or wishes to change the content of the signage, such an application shall be made to the City and the determination of whether the changes may be

authorized shall be in the sole reasonable discretion of the City. Any fees related to such a change shall be paid by the Lions Club promptly upon request.

No delay or omission of any party to exercise rights or powers under this Agreement shall be considered as a waiver or estoppel of any such right or power or shall be construed to be a waiver of any default or acquiescence herein. No waiver of any default shall be construed, taken, or held to be waiver of any other default, waiver, acquiescence in or consent to any further or succeeding default of the same nature.

In the event either party is required to commence any legal proceedings to enforce the provisions hereof or to seek any other legal redress, the prevailing party shall be entitled to recover its reasonable attorney fees incurred in connection herewith. For purposes of this paragraph, the prevailing party shall be the party for which a judgment is entered in their favor on substantially all of its claims.

This Agreement contains 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 both parties.

Wherever either party to this Agreement is required to approve or consent to be satisfied as to any matter, such party agrees that such approval, consent, or satisfaction shall not be unreasonably withheld or delayed.

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. Any actions concerning the interpretation or enforcement of this Agreement shall be brought in the Waukesha County Circuit Court.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF NEW BERLIN

CITY OF NEW BERLIN

By: _____
David A. Ament, Mayor

By: _____
Rubina Medina, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally, came before me, this ____ day of _____, 2024, the above-named David A. Ament and Rubina Medina, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mark G. Blum
Notary Public, State of Wisconsin
My Commission is permanent.

NEW BERLIN LIONS CLUB and NEW BERLIN LIONS CLUB FOUNDATION

By: _____
Jerry Johnson, President New Berlin Lions Club

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally, came before me, this ____ day of _____, 2024, the above-named Jerry Johnson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Kelmann Corporation Activity and Recreation Center (ARC) Indoor Playground Sponsorship.

DATE: February 21, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the 2024 Kelmann Corporation Activity and Recreation Center Indoor Playground Sponsorship.

FISCAL IMPACT: The Kelmann Corporation is a local New Berlin business that has graciously come forward and has expressed a keen interest in sponsoring the ARC's Indoor Playground. As part of their ongoing commitment to community betterment, the Kelmann Corporation has agreed to be the \$75,000 donor of the ARC's Indoor Playground. The donation is spread out for 5 years at \$15,000 each from March 1, 2024 thru February 12, 2028.

The Indoor Playground would further be renamed the "Kelmann Kids' Zone Playground at the New Berlin Activity and Recreation Center" throughout the terms of this agreement and the City would allow for signage to be placed above the entrance doorway inside the ARC. In addition, the Kelmann Corporation would also be granted permission to place "Kelmann Restoration Kids' Zone" artwork inside the Indoor Playground.

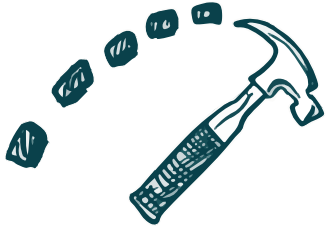
The agreement in total will commence on March 1, 2024 and run through December 31, 2028.

RATIONALE/BACKGROUND: We believe that a partnership between the Kelmann Corporation and the city would not only amplify the visibility of local contributors but also serve as a testament to the strong collaboration between civic organizations, local businesses, and local government in promoting community welfare. We believe that by working together on this initiative, we can create a more vibrant and connected community, fostering a sense of pride and gratitude among our residents.



kelmann
RESTORATION

Kids' Zone



Mollie







NAMING RIGHTS AGREEMENT
City of New Berlin Activity and Recreation Center Gymnasium

This Naming Rights Agreement (hereinafter referred to as the “Agreement”) is made and entered into this 28th day of February, 2024 (hereinafter referred to as the “Effective Date”) by and between the CITY OF NEW BERLIN, Waukesha County, Wisconsin, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”), which is a municipal corporation, duly organized and validly existing under the laws of the State of Wisconsin; and the KELMANN CORPORATION, a non-profit corporation, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office and place of business located at 12001 West Dearbourn Avenue, Wauwatosa, Wisconsin, 53226 (hereinafter referred to as the “Kelmann”).

WHEREAS, the City owns and operates a multi-purpose athletic sports complex, which is located at 15321 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “ARC”); and

WHEREAS, the City has constructed an indoor playground as part of the ARC (hereinafter referred to as the “Playground”); and

WHEREAS, the City and the Kelmann are desirous of entering into an agreement whereby in exchange for Kelmann’s agreement to pay a Rights Fee, as hereinafter defined, to the City in accordance with the terms of this Agreement, the City shall be required to use the designation “Kelmann Kids’ Zone Playground at the New Berlin Activity and Recreation Center” exclusively as the name of the Playground, and shall allow a sign to be placed above the doorway to the Playground in accordance with the terms and conditions set forth herein, and the Kelmann agrees to grant to the City certain rights in the Kelmann Corporation intellectual property solely for the purpose of creating the aforementioned signage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, including the foregoing Recitals and the considerations as set forth below, the City and the Kelmann do hereinafter agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a material part of this Agreement.

2. Term and Notice of Renewal. The term of this Agreement shall commence on March 1, 2024 and shall end on the 28th day of February, 2029 (the “Initial Term”). The City and Kelmann shall each have the right to not renew and terminate this Agreement by giving written notice of the intent to non-renew to the other party. Such notice of non-renewal shall be given no later than December 31, 2028. In no event shall the provisions under this paragraph be interpreted as a termination for a convenience with respect to the Initial Term.

In the event either party gives the other party a timely notice of non-renewal, the Initial Term of this Agreement will end, and the Agreement shall terminate on of February 28, 2029. If, however, neither party notifies the other party of non-renewal, an “Exclusive Renewal Term” shall commence automatically on March 1, 2029 and shall terminate on February 28, 2034 (the “Renewal Term”), provided that the City gives written notice of such automatic renewal to Kelmann no later than December 1, 2028. The Initial Term and Renewal Term, if exercised, shall collectively be referred to as the “Term”.

In the event the City receives a written offer before December 1, 2028 from another third party sponsor or vendor interested in sponsoring the Playground after the Initial Term has expired, (hereinafter the “Third Party Offer”) on similar or more favorable terms as the terms set forth in this Agreement, based upon the objective expressed terms of this Agreement, the City may elect to provide written notice of its intent not to renew, along with a copy of the Third Party Offer, which Third Party Offer shall include the terms and conditions upon which the same is being made. The City and Kelmann agree and acknowledge that when valuing the objective expressed terms of this Agreement, any and all additional marketing activities set forth in this Agreement, excluding specifically the Term, Rights Fee and Naming, of the Playground shall have a total estimated marketing value of not less than Seventy Five Thousand (\$75,000.00) Dollars over the Initial Term. In the event the City receives a Third Party Offer before December 1, 2028, and provided that Kelmann is not in default under the terms of this Agreement, the City shall grant to Kelmann the right to match the terms of the Third Party Offer for the Renewal Term. Pursuant to this right to match, Kelmann shall have the right, but not the obligation, to tender an offer to the City within thirty (30) days of the receipt by Kelmann of the City’s notice of intent to non-renew and the Third Party Offer on identical, similar or more favorable terms and conditions as outlined in the Third Party Offer. In the event Kelmann fails to exercise their right to match, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and Kelmann.

In the event the City provides written notice of its intention to renew before December 1, 2028 without a pending Third Party Offer, and provided Kelmann is not default under the terms of this Agreement, the City shall grant Kelmann the right to renew for the Renewal Term. Kelmann shall provide written notice of Kelmann’s intent to exercise the right to renew within thirty (30) days of receipt by Kelmann of the City’s notice of intent to renew under the terms and conditions outlined herein. In the event Kelmann fails to exercise its right to renew, this Agreement shall be terminated as of the expiration of the Initial Term unless otherwise agreed to, in writing, by the City and Kelmann.

3. Use of Kelmann Name and Logo. The parties acknowledge and agree that during the Initial Term, the City shall use and refer to the Playground as the “Kelmann Kids’ Zone Playground at the New Berlin Activity and Recreation Center”. The parties further agree that the City shall not be obligated to commence any marketing efforts or to post any signage within the Playground until the initial payment for the Right Fee as provided for hereunder is received. The name of the Playground shall not be changed without the prior written approval of Kelmann during the term of this Agreement. The City further agrees, without limitation, as follows:

- a. To use its best efforts to cause Kelmann name and logo to be mentioned and displayed in connection with certain public service announcements and media materials and Recreation Department materials related to the ARC and the

Playground, and originated or permitted by the City for use at a City sanctioned event.

- b. To use its best efforts to cause Kelmann name and logo to appear in all printed materials related to the ARC and Playground to the extent that the preparation or purchase of such printed materials are originated or permitted by the City for use at or in promotion of a City sanctioned event.
- c. To use its best efforts to cause the Kelmann name and logo to appear on all web-based content related to the ARC and Playground, and events taking place therein, and to provide a link to the Kelmann website to the extent that the preparation of such web-based content related to the ARC and Playground are originated and permitted by the City as part of its Recreation Department Programming.

With regard to the foregoing requirements, the parties agree to act in good faith, to agree upon the exact size, location and depiction of the Kelmann name and logo to be employed by the City in its printed or web-based content, which depiction, design and construction shall take place at Kelmann's sole cost and expense. Kelmann agrees that the City will invoice Kelmann for such costs and Kelmann agrees to pay those costs within thirty (30) days of its receipt of such billing.

4. Removal. Upon the expiration of the Term or earlier termination of this Agreement, the City shall remove the signage as provided for hereunder and shall bill Kelmann for the actual out-of-pocket costs directly associated with the removal and restoration of the location of the sign to its condition prior to the placement of said signage. Kelmann agrees to pay all reasonable invoices for such actual out-of-pocket costs within thirty (30) days of its receipt of them.

5. Rights Fee. In consideration for the rights granted under this Agreement for the Initial Term, Kelmann hereby agrees to pay to the City a Rights Fee (hereinafter referred to as the "Rights Fee") in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, which shall be paid in five (5) equal installments of Fifteen Thousand (\$15,000.00) Dollars; with the first such payment being due on or before February 12, 2024 and on the same date of each year thereafter with the last payment for the initial term being due on or before February 12, 2028. All payments due hereunder shall be remitted to the City of New Berlin, Attention: Director of Finance, 3805 South Casper Drive, New Berlin, Wisconsin, 53151. The City acknowledges and agrees that this Agreement is the first in a series of agreements as part of a capital contribution campaign initiated by the City to fund the construction and improvements to the ARC, as well as any costs associated with the operation and maintenance of the ARC. Kelmann and the City agree the funds being tendered hereunder shall be utilized by the City for the capital costs of the construction of the ARC, as well as costs related to the maintenance and operation thereof. As a donation, this Rights Fee shall not be considered a direct payment to the City's General Fund. By executing this Agreement, the City of New Berlin Common Council agrees to this designation for the use of the funds. In the event the City delivers to Kelmann written notice of its intent to non-renew this Agreement in accordance with the aforementioned provisions of this Agreement and Kelmann exercises its right to match, the parties agree that the Rights Fee for the Renewal Term shall be the amount specified in the Third Party Offer, unless Kelmann and the City mutually agree otherwise. In the event Kelmann exercises its right to renew, the parties agree the Rights Fee for the Renewal Term, if exercised, shall be in the aggregate amount of Seventy Five Thousand (\$75,000.00) Dollars, payable in five (5) annual installments of Fifteen Thousand (\$15,000.00) Dollars.

6. Additional Obligations of the City. In exchange for receiving the Rights Fee and in addition to the obligations set forth above, the City shall:

- a. Authorize Kelmann to utilize the Playground for its private use twice during the duration of the sponsorship on dates and times mutually agreed to between the City and Kelmann. Kelmann agrees to give the City not less than sixty (60) days written notice of its desire to exercise the rights provided under this paragraph.
- b. Kelmann acknowledges that it will enter into a separate Facility Use Agreement for use of the Playground with the City, which form of said Facility Use Agreement shall be in the customary form approved and utilized by the City for other City facilities.
- c. Kelmann understands and acknowledges that Kelmann shall be required to furnish a Certificate of Insurance for any such use provided for under this paragraph in accordance with the terms of the Facility Use Agreement typically utilized by the City, unless otherwise waived in writing by the City.
- d. Kelmann further agrees to indemnify the City and hold it harmless against any claims, demands, actions or causes of action which may arise against the City as a direct result of the use of Kelmann's name or logo provided for hereunder.
- e. Kelmann is further provided with the option, at its sole discretion subject to reasonable restrictions imposed by the City, to host a booth at special events at the ARC during the term of this Agreement to provide users of the ARC with information about Kelmann and its programming and activities. However, Kelmann shall not be permitted to sell any product at such exhibit/booth location except as expressly permitted, in writing, by the City.
- f. The City agrees to create an official announcement and special recognition event for naming right sponsors, including Kelmann. Said event to occur on February 24, 2024.

7. Default and Remedies. In the event Kelmann fails to make a Rights Fee installment payment when due pursuant to Section 5 herein and if such failure continues for a period of fifteen (15) days after written notice to Kelmann to cure such failure, or in the event Kelmann fails to comply with any obligation of Kelmann contained hereunder, and such failure continues for a period of thirty (30) days after written notice to Kelmann to cure such failure, the City shall be entitled to exercise any of the following remedies:

- a. To cause the Term to end on a date specified in such notice, which date shall be not less thirty (30) days after the date of the notice.
- b. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

In the event that the City fails to comply with any of its material obligations under this Agreement,

which failure to continue for a period of thirty (30) days after notice thereof to the City from

Kelmann; provided, however, such failure is not reasonably curable within thirty (30) days, the City shall be afforded a reasonable time to cure a remedy of such failure so long as the City, in good faith, is attempting, at all reasonable times, during such period to cure such failure, or if the City shall utilize any name of the Playground other than as provided for in this Agreement without the express permission of Kelmann, Kelmann shall have the right to any one or more of the following remedies:

- a. To terminate this Agreement.
- b. To receive a refund of the Rights Fee for any time in which the City's default occurred and continued to occur without an attempt being made by the City to cure.
- c. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

Notwithstanding the foregoing, the City's failure to comply with the requirements set forth herein on any one occasion shall not constitute a City default if the City has substantially complied with the terms of this Agreement and has used good faith efforts to ensure compliance by its personnel and officials.

8. Assignment. Neither party shall transfer or assign its rights or obligations under this Agreement without the express written permission of the other party, provided that such permission shall not be unreasonably withheld.

9. Morals Clause. If Kelmann, or any of its officers, directors or Board members, commits any act which, if in the reasonable and good faith opinion of the City, would disparage or impair the reputation and integrity of the City (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violation, sexual allegations involving any minor, or any other act of moral turpitude; collectively "Negative Activity"), the City shall have the right to terminate this Agreement by providing thirty (30) days written notice to Kelmann outlining such Negative Activity and exercising the City's right to terminate. In the event the Kelmann fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the City within thirty (30) days of receipt of the notice to cure from the City, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of the City, the Agreement shall automatically terminate upon expiration of the notice.

The City shall monitor the acts occurring at the ARC, as well as the conduct of its officials and employees. In the event any Negative Activity occurs as the result of the acts or omissions of City personnel or the City itself, which in the reasonable and good faith opinion of Kelmann would disparage or impair the reputation and integrity of Kelmann, Kelmann shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to the City outlining such Negative Activity and exercising Kelmann's right to terminate the Agreement. In the event the City fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of Kelmann within thirty (30) days of the receipt of the notice of the Negative Activity, or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation or integrity of Kelmann,

the Agreement shall automatically terminate upon expiration of the notice to the City and in such event, Kelmann shall be entitled to liquidated damages equal to seventy-five (75%) percent of the unaccrued Rights Fee hereinafter defined. The unaccrued Rights Fee shall be the pro rata amount of the Initial Term, calculated by dividing the Rights Fee for the Initial Term by sixty (60) months and then multiplied by the number of months remaining in the Initial Term of this Agreement as of the expiration date of the notice from the Kelmann.

10. Representations and Warranties. Each party hereto represents and warrants to the other party as follows:

- a. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the governing body of each party has reviewed and approved this Agreement and has authorized the persons executing this Agreement to do so on behalf of their respective organizations.
- b. The execution, and performance under this Agreement has not, do not and will not materially conflict with, violate or result in a breach or default of any other agreements of each party.
- c. This Agreement is a legal, valid and binding obligation, and shall be enforceable in accordance with its terms.
- d. No litigation is pending or, to the knowledge of the either party, threatened which would reasonably be expected to materially or adversely affect the ability to perform this Agreement.

11. Indemnity. Kelmann shall indemnify, defend and hold harmless the City with respect to any negligent acts or omissions or the willful misconduct of Kelmann or any of its officers, directors or agents, arising from the subject matter of this Agreement. The City shall indemnify, defend and hold harmless Kelmann with respect to any ARC or Playground related accident or injury, negligent acts or omissions, or the willful misconduct of the City or its officers, directors or agents arising out of the subject matter of this Agreement. Nothing contained herein, however, shall be construed as a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities set forth within Wisconsin law, including, but not limited to, those contained under Wisconsin Statute Secs. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer, shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

12. Liaison. Kelmann and the City shall each designate an individual or contact person who shall be responsible for coordinating all planning, designing, construction and reviews provided for herein relative to the contemplated signage, as well as coordinating all use requests, details, reviewing and assessing all signage and promotional materials required pursuant the terms of the Agreement. In communicating with the other party, all notices required herein, each party shall have the right to designate other liaisons as may be necessary.

13. Miscellaneous Provisions/Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing addressed to the address of the intended recipients as following:

TO THE CITY: New Berlin City Clerk
 City of New Berlin
 3805 South Casper Drive
 New Berlin, WI 53151

With Copies To: New Berlin Mayor
 New Berlin Director of Community Development
 New Berlin Recreation Manager

TO KELMANN: Kelmann Corporation
 Attn: Tom Kelly
 12001 West Dearbourn Avenue
 Wauwatosa, Wisconsin, 53226

Neither party herein shall be nor become the agent of the other party for any purpose in connection herewith. Kelmann shall not be liable for the City's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture.

Nothing herein contained shall be construed to give Kelmann any control over or responsibility for operation of the ARC or Playground.

Neither party shall be in breach of this Agreement if the performance by the other party of any of its obligations hereunder is prevented because of an act of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, floods and/or the elements for such period that the party is prevented from performing, through the use of reasonable efforts, its responsibilities under this Agreement until such event as ceased.

The specific location in the Playground, as well as the signs and content of the signage, will be subject to the exclusive sole approval of the City; and the specific content and location will be more specifically described in the attached Exhibit A. Kelmann warrants and represents that it has the authority to authorize the use of its trademark, as well as the trademarks of Kelmann Organization to allow for its use in the context of this Agreement. Kelmann will indemnify the City and hold it harmless against any claims for misappropriation of the logo used in the sign or any other intellectual property related to the signage involved in this Agreement, including actual attorney fees.

In the event Kelmann changes its name or wishes to change the content of the signage, such application shall be made to the City and the determination of whether the changes may be authorized shall be in the sole reasonable discretion of the City. Any fees related to such change shall be paid by Kelmann promptly upon request.

No delay or omission of any party to exercise rights or powers under this Agreement shall be considered as a waiver or estoppel of any such right or power or shall be construed to be a waiver of any default or acquiescence herein. No waiver of any default shall be construed, taken or held to be a waiver of any other default, waiver, acquiescence in or consent to any further or succeeding default of the same nature.

In the event either party is required to commence any legal proceedings to enforce the provisions hereof or to seek any other legal redress, the prevailing party shall be entitled to recover its reasonable attorney fees incurred in connection herewith. For purposes of this paragraph, the prevailing party shall be the party for which a judgment is entered in their favor on substantially all of its claims.

This Agreement contains 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 both parties.

Wherever either party to this Agreement is required to approve or consent to be satisfied as to any matter, such party agrees that such approval, consent, or satisfaction shall not be unreasonably withheld or delayed.

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. Any actions concerning the interpretation or enforcement of this Agreement shall be brought in the Waukesha County Circuit Court.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF NEW BERLIN

CITY OF NEW BERLIN

By: _____
David A. Ament, Mayor

By: _____
Rubina Medina, Clerk

STATE OF WISCONSIN)
) ss.

COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named David A. Ament and Rubina Medina, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mark G. Blum
Notary Public, State of Wisconsin
My Commission is permanent.

KELMANN CARES FOUNDATION, INC.

By: _____

STATE OF WISCONSIN)
) ss.

COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2024, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
TJ Watkins, Recreation Specialist

RE: Requested Action Statement for the approval of Program Instructor Services Agreement.

DATE: February 20, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Dennis Roscoe to provide recreation Astronomy lessons.

FISCAL IMPACT: The City will receive \$5 per participant upon completion of each class.

RATIONALE/BACKGROUND: To ensure ongoing recreational enrichment programs, the Recreation Department is seeking to collaborate with Dennis Roscoe. The Recreation Department is looking to grow youth enrichment and Dennis Roscoe's Astronomy classes would be a great addition.

SERVICES AGREEMENT



This Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and DENNIS ROSCOE DBA ROSCOE SKIES (hereinafter referred to as “Instructor”).

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides youth and adult astronomy programs and seminars; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2024.

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

1. Instructor holds himself out as being qualified to provide astronomy instructional seminars. The City does hereby retain the Instructor to perform astronomy instruction as provided for hereunder.

2. All classes are to be held at New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring from time to time, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated astronomy class before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

5. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

6. Instructor acknowledges that neither he, nor his employees, are employees of the City for purposes of income tax retirement system or social security withholding.

7. Instructor accepts liability for damage to participant's equipment that occurs from Instructor's instruction during class. City acknowledges Instructor is only responsible for the area of the building the class is programmed in during the time the class advertised. Instructor will check the building area upon leaving, turn off lights, and restore the room to previous set-up. Instructor is not liable for damage to building after the class has ended and participants have left.

8. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

9. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's performance of the work under this Agreement. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include his employees and/or agents.

10. The Instructor agrees to maintain supervision of class participants who are minors until the minor is picked up by a parent, guardian or authorized adult. The Instructor agrees not to permit minor class participants to wander about the ARC outside of the class schedule.

11. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

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

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

**Dennis Roscoe dba
Roscoe Skies**

By: _____
