

Parks, Buildings and Grounds Commission MEETING AGENDA



March 11, 2024 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. February 12, 2024 Minutes
4. **NEW BUSINESS**
 - A. Recommend to the Common Council approval of a contract with Kowalske Brewing, LLC. d/b/a Component Brewing to host beer garden events between June 16th, 2024 and October 13th, 2024 at Malone Park and Historical Park.
5. **UPDATES**
6. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.

Parks, Buildings and Grounds Commission MEETING MINUTES



February 12, 2024 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

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

MINUTES

1. CALL TO ORDER

Meeting was called to order by Mayor Ament at 5:30pm.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

3. APPROVAL OF MINUTES

A. November 13, 2023 Minutes

MOTION: Motion to Approve

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

4. NEW BUSINESS

A. Discussion and recommendation to Common Council to approve disc golf league permits to Mike Harrington DBA the Disc Golf Experience

MOTION: Motion to Approve

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

B. Discussion and possible action to recommend to Common Council approval awarding the city wide door access project to Circle Electric, Inc. per the requested action statement

MOTION: Motion to Approve

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

C. Discussion and possible action to recommend to Common Council approval awarding the city hall window replacement project to B&D Contractors, Inc. per the requested action statement

MOTION: Motion to Approve

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

5. UPDATES

None.

6. ADJOURN

MOTION: Motion to Adjourn at 5:47 pm

VOTE: Motion by: Commissioner Wicahowski
Second by: Commissioner Ferrante
Motion 5-0

Respectfully Submitted,

Robert T. Rafel MBA

PB & G Commission Secretary



REQUESTED ACTION STATEMENT

DATE: March 5, 2024

TO: Parks, Buildings & Grounds Commission

FROM: Katie Roth, Recreation Manager

ISSUE: Approval of Beer Garden Contract with Component Brewing

REQUESTED: Recommend to the Common Council approval of a contract with Kowalske Brewing, LLC. d/b/a Component Brewing to host beer garden events between June 16th, 2024 and October 13th, 2024 at Malone Park and Historical Park.

FISCAL IMPACT: The City will receive \$300 upon completion of each day of service with a total of 7 days included in the agreement.

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

In an effort to provide passive recreational community gathering opportunities, the Recreation Department has worked in coordination with Component Brewing to host beer gardens this summer and fall at Malone Park and Historical Park in New Berlin. These events will provide community members the opportunity to spend time outdoors at New Berlin Parks while maintaining safe social distances.

Each beer garden would take place in conjunction with either a Historical Park special event, Recreation Division's Special Event, or an Saturday at Malone Park. Food truck vendors and music may also be present at the request of the sponsor.

Sunday, June 16 th	1pm-4pm	Historical Park	Father's Day Open House
Sunday, July 14 th	1pm-4pm	Historical Park	Ice Cream Social
Saturday, August 10 th	12pm-8pm	Malone Park	Color Clash Dash
Saturday, September 7 th	12pm-8pm	Malone Park	Beer Garden
Sunday, September 8 th	1pm-4pm	Historical Park	Historic Days Open House
Saturday, September 12 th	12pm-8pm	Malone Park	Beer Garden
Sunday, September 13 th	12pm-8pm	Historical Park	Applefest Open House

RECOMMENDATION: Please consider recommending the Common Council approve the contract with Component Brewing.

SPONSORSHIP/USE AGREEMENT

This Sponsorship/Use Agreement (hereinafter “Agreement”) is made and entered into this ____ day of March, 2024, by and between the CITY OF NEW BERLIN (hereinafter referred to as the “City”) and Kowalske Brewing, LLC, d/b/a Component Brewing, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin (hereinafter referred to as “Sponsor”);

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

WHEREAS, the City owns and operates Historical Park, which has various amenities (hereinafter the “Premises”); and

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

WHEREAS, the City is desirous of conducting beer garden events on selected Saturdays and Sundays between June 16, 2024 and October 13, 2024 (more specifically described on the attached Exhibit A).

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

1. The City does hereby grant access to the Malone Park pavilion, as depicted on the attached maps, Exhibit B. Alternative locations shall include other New Berlin City Park locations, including Historical Park, City Center Plaza, as well as the New Berlin Public Library green area, which may be utilized in the event that the proposed locations are not available for use.

2. The City hereby grants said access on Saturdays and Sundays on the dates and times outlined in Exhibit A. These dates and times are subject to modifications as may be made, in writing, from time to time, between the Sponsor and the Recreation Division Office.

3. In addition to the use of the Premises, the City agrees to provide picnic tables, and trash and recycling receptacles, for the use of the patrons during the course of the events.

4. Sponsor is hereby permitted to sell beer with an alcohol content no greater than 8%, subject to the approval of a State license.

5. Sponsor is authorized to work with licensed food truck vendors to provide food for purchase during the hours outlined in Exhibit A. Any such food truck vendor must comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate permits required by the City of New Berlin.

6. Sponsor will serve beer provided for hereunder, and further agrees to arrange for the performance of music with either a DJ or a live performer, using minimally amplified music.

The applicant will be required to apply for a loudspeaker permit through the New Berlin Clerks Department.

7. The hours of operation shall be Saturdays, 12pm-8pm & Sundays from 1pm-4pm. Sponsor may engage in restocking or cleanup activities outside of these hours; however, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

8. Responsibilities of Sponsor:

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

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

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

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

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

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

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

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

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

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

18. As part of the consideration for this Agreement, the Sponsor agrees to pay to the City the amount of Three Hundred (\$300.00) Dollars per day, for each day of the event, not less than thirty (30) days following the completion of the event. Sponsor further agrees to provide the City with sales records satisfactory to the City to monitor their use of the City facilities. Should the event not be completed due to rain, no payment shall be collected.

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

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

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

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

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

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

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

CITY :
City of New Berlin

SPONSOR:
Kowalske Brewing LLC
d/b/a Component Brewing

By: _____
David Ament, Mayor

By: _____

By: _____
Katie Roth, Recreation Manager

By: _____

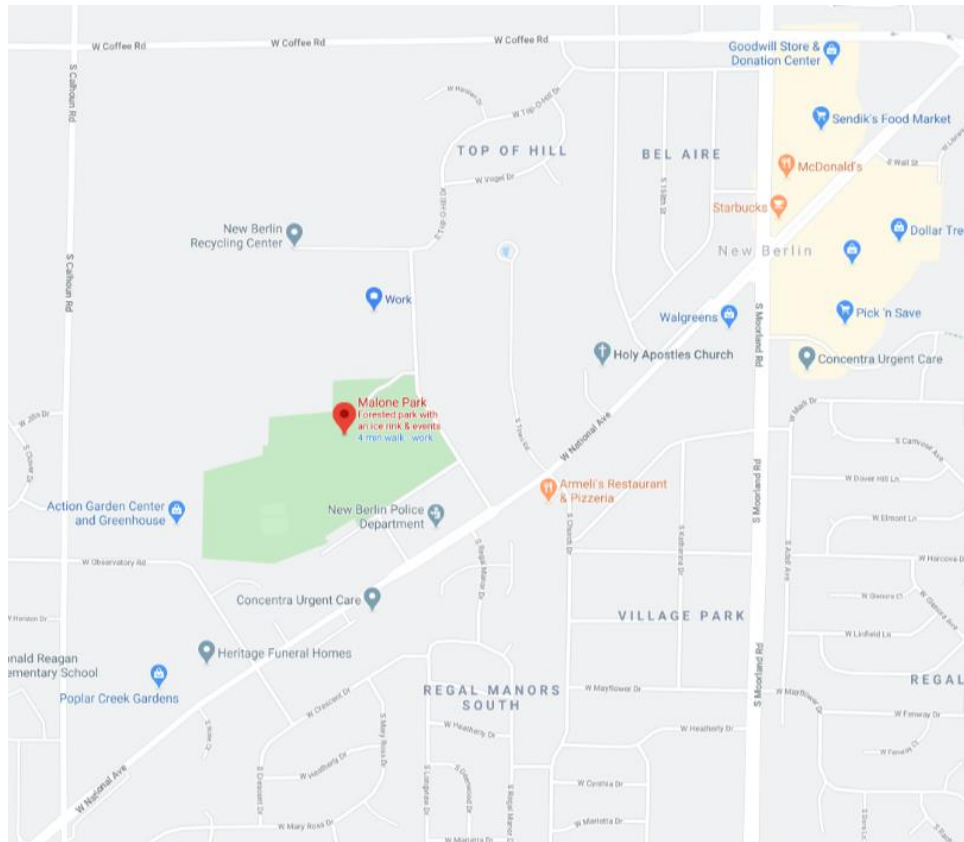
EXHIBIT A

Dates/Times/Places of Beer Garden Events

Sunday, June 16th	1pm-4pm	HistoricalPark
Sunday, July 14th	1pm-4pm	HistoricalPark
Saturday, August 10th	12pm-6pm	Malone Park
Saturday, September 7th	12pm-6pm	Malone Park
Sunday, September 8th	1pm-4pm	Historical Park
Saturday, September 12th	12pm-6pm	Malone Park
Sunday, September 13 th	12pm-4pm	Historical Park

EXHIBIT B

Malone Park



Historic Park

