

Recreation Commission - Special Meeting

MEETING AGENDA



September 16, 2024 - 6:00 PM
New Berlin Activity & Recreation Center
15321 W. National Avenue

Published 9/12/2024

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. August 26, 2024 Meeting Minutes
4. **NEW BUSINESS**
 - A. Discussion and possible action to recommend to Common Council approval of an amendment terminating the September 22, 2015, agreement with NBAA.
 - B. Request approval and selection of a new name to represent the New Youth Recreation Program.
 - C. Discussion and possible action to recommend to Common Council approval of the creation of a Recreation Specialist - Youth Sports position for the Department of Community Development - Recreation Division.
 - D. Discussion and possible action to recommend to Common Council approval of the vendor agreements with 1848 Coffee, 1840 Brewing, and Flour Girl and Flame LLC to host a Halloween Event at Malone Park on October 26, 2024.
 - E. Discussion and possible action to recommend to Common Council approval of a vendor agreement for cornhole tournament at Brews and Boos Halloween Event at Malone Park on October 26, 2024.
 - F. Discussion and possible action to move the Recreation Commission meeting night from the 4th Monday of the month to the 3rd Monday of the month. Same time and location.
 - G. NBAA Update
 - H. Division Updates
5. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlinWI.gov
- The minutes are published online and are approved at the next regularly scheduled meeting.
- Action may be taken on any of the agenda items and the agenda may be discussed in any order.
- You may email comments to the City Clerk at CitizenComments@NewBerlinWI.gov. The comments will be forwarded to the mayor and governing body members. The emailed comments are not read during the meeting.
- The City of New Berlin is committed to hosting inclusive, accessible meetings. We strive to enable all individuals, regardless of their abilities, to engage and participate fully. If you have a qualifying disability under the Americans with Disabilities Act that requires the meeting to be accessible, please contact the Office of the City Clerk at (262) 786-8610 or via email at ClerksOffice@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. We will make every effort to accommodate your needs through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other municipal governmental bodies may attend the above-stated meeting to gather information; any governmental body will take no action at the above-stated meeting other than the governmental body specifically referred to in the above meeting notice.



Recreation Commission MEETING MINUTES

August 26, 2024 - 6:00 PM
New Berlin Activity & Recreation Center
15321 W. National Avenue

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

MINUTES

1. CALL TO ORDER

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

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Alderman Harenda took the roll call as follows:

Present: Alderperson Harenda, Commissioner Oelschlaeger, Commissioner Woida, Johnson, Henry

Excused: Commissioner Jason Prei

Staff Present: Recreation Manager Katie Roth, DCD Director Greg Kessler, Community Relations Specialist Joelle Erickson

3. APPROVAL OF MINUTES

A. July 29, 2024 Meeting Minutes

MOTION: Motion to Approve Minutes

VOTE: Motion by: Commissioner Woida
Second by: Commissioner Henry
Motion Passes -0

4. NEW BUSINESS

A. Discussion and possible action to recommend to Common Council to approve an amendment terminating the September 22, 2015 agreement with NBAA.

MOTION: Motion to table termination of September 22, 2015 NBAA Agreement.

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

Baseball/softball invoice will be sent to the City of New Berlin for reimbursement.

Soccer: T-shirts ordered

Coaches

Soccer scheduling will be responsibility of the Recreation Department

58 teams with 541 children

Ref training was this past weekend - still need a few more for the season

B. Discussion and possible action to recommend to Common Council approval of the fee schedule for ARC tournaments, camps, clinics, and hourly court rentals.

MOTION: Motion to Approve Item As Presented

VOTE: Motion by: Commissioner Henry

Second by: Commissioner Johnson
Motion Passes 5-0

2025 Fees for special events:
Booking twice a month is the goal
Hourly fee and tournament fees inline with others in the area

C. NBAA Update

5. ADJOURN

MOTION: Motion to Adjourn at 6:39PM

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

***Respectfully Submitted,
Dave Oelschlaeger, Secretary***



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament
Recreation Commission

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement to approve an amendment to September 22, 2015, agreement with NBAA.

DATE: August 19, 2024

REQUESTED ACTION: Requested Action Statement to approve an amendment terminating the September 22, 2015 agreement with NBAA.

FISCAL IMPACT: Based on historical data, it is anticipated that revenues generated from the four sports—baseball, softball, soccer, and basketball—will be approximately \$100,000 annually and through additional program offerings we expect revenues to be estimated at \$250,000. Program costs are currently under review and will be managed to ensure they remain within the revenue generated. Additionally, the city will redirect approximately \$20,000 per year, previously allocated to the NBAA for umpires and referees, into the Recreation budget to support these programs.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

With the opening of the Activity and Recreation Center (ARC) and the addition of new Recreation personnel, the City of New Berlin is well-positioned to incorporate the management of four key sports—baseball, softball, soccer, and basketball—previously operated by the New Berlin Athletic Association (NBAA) into its recreational programming. Youth sports remain a vital part of our community's recreational offerings, and we are committed to continuing this important tradition. Should the transition be approved, the City looks forward to maintaining our long-standing positive relationship with the NBAA and collaborating on future endeavors to support the community's recreational needs.

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into this _____ day of _____, 2024 (hereinafter the "Amendment"), by and between the City of New Berlin, a Wisconsin municipal corporation (hereinafter referred to as the "City"), and the New Berlin Athletic Association, a non-stock corporation duly organized and validly existing under the laws of the State of Wisconsin (hereinafter referred to as "NBAA").

R E C I T A L S

WHEREAS, the City entered into an Agreement with NBAA dated September 22, 2015, which outlines support by the City of NBAA regarding youth recreation programming in the City (hereinafter the "2015 Agreement"); and

WHEREAS, the City will be performing the recreation programming formerly managed and performed by NBAA, effective upon the execution of this agreement and at that time all financial support by the city for NBAA will cease.

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. The athletic activities, programming and supervision as described in Exhibit A of the 2015 Agreement will no longer be performed by NBAA effective August 1, 2024. Said activities, programming and supervision will now be assumed by the City and its agents and employees. The City shall have the complete authority to determine what programming will be offered to the community moving forward. This date is hereinafter referred to as the Effective Date, except as specifically provided for hereunder.

2. NBAA's responsibility to organize and administer said athletic programs will terminate as of the Effective Date.

3. Upon the Effective Date, the City shall no longer have any ongoing financial support responsibilities for NBAA, and NBAA and the City agree that all financial commitments by the City in support of NBAA prior to the date of this Amendment have been satisfied. Therefore, except as specifically provided for hereunder, there are no further obligations of the City to NBAA with regard to financial support.

4. Since NBAA will no longer be providing athletic programming, NBAA will no longer have any rights to utilize City property for such purposes, including, but not limited to, the Hickory Grove Center and other City property. This would include property which the City has obtained the rights to use from the New Berlin School District. NBAA shall have no rights to the utilization of such leased property upon the Effective Date.

5. NBAA and the City agree that the fees which the City was responsible to pay NBAA for its expenses related to umpire and referee fees in Paragraph 9 of the 2015 Agreement have been fully satisfied and the City shall have no further responsibility to make any payments to NBAA with respect to this or any other matters. Notwithstanding the foregoing, 2024 soccer referee fees will be paid by NBAA at the end of the 2024 season based on information supplied by the City. The City will reimburse NBAA for these fees paid by NBAA, as well as the 2024

baseball/softball umpire fees paid by NBAA upon billing of said fees by NBAA. Basketball referee fees for the 2024-25 season will be paid directly by the City. The total reimbursable fees shall not exceed the amounts authorized under the 2024 City budget.

6. Except as provided in the preceding paragraph NBAA agrees that it has no outstanding expenses for which it is seeking reimbursement from the City, and the City's responsibility for payment of such expenses has been satisfied. NBAA agrees to reimburse the City for soccer jerseys and socks for the 2024 season in the sum of \$10,752.61 by October 15, 2024.

7. NBAA agrees that it will continue to keep liability insurance to cover liability for activities and programming which it has provided prior to the date of this Amendment. Said liability insurance shall have limits of not less than \$1 Million per occurrence and \$2 Million in the aggregate. Said policy shall name the City as an Additional Insured, and must require a notification to the City of the cancellation or material modification to the policy not less than 30 days prior to such change. Evidence of this coverage must be provided in a form acceptable to the City.

8. NBAA agrees to provide the City with a list of its coaches, referees and umpires to assist the City in its ongoing operations of these athletic programs. NBAA further agrees to provide the City with copies of any files it may have regarding background checks for its coaches, umpires or referees.

9. Since NBAA received financial support from the City, it acknowledges that it must retain its records for a period of not less than 7 years from the date of that NBAA ceases to provide athletic programming as required under the Wisconsin Public Records Law.

10. The City shall have no responsibility to retain any staff as City employees for the benefit of NBAA, which responsibilities under the 2015 Agreement is hereby rescinded.

11. All other responsibilities under the 2015 Agreement shall terminate except as otherwise provided for in this Amendment upon the Effective Date.

12. The City and the NBAA agree to work cooperatively to ensure a seamless transfer of this programming and the responsibilities each party previously had under the 2015 Agreement.

13. The City agrees to indemnify and hold harmless NBAA for liability which might pass on to NBAA as a result of the acts or omission of the City in providing athletic programming subsequent to the date of this Amendment subject to the immunities and limitations of liability which appear under Wisconsin Statutes Secs. 893.80 and 895.52.

14. NBAA agrees to indemnify and hold the City its officers, employees and assigns harmless as against any claims demands, actions, costs, expenses including actual attorney fees which the City may incur relating to the operations of NBAA under the 2015 Agreement or which arise from the youth athletic programming provided by NBAA prior to the Effective Date.

15. This Amendment shall be governed and construed in accordance with the laws of the State of Wisconsin.

16. This Amendment contains the complete understanding of the parties with respect to the subject matter of this Amendment and may only be amended in a written instrument executed by authorized representatives of both parties. The parties signing this Amendment represent and warrant that they have been authorized by the governing body of their respective organizations to execute this Amendment on their behalf.

[Signature Page to Follow]

Dated this _____ day of _____, 2024.

CITY:

City of New Berlin

NBAA:

New Berlin Athletic Association

By:

David Ament, Mayor

By:

Brian Johnson, President

REQUESTED ACTION STATEMENT

DATE: September 12, 2024

TO: Recreation Commission

FROM: Kenneth A. Harenda II
District #4 Alderman
Common Council President
Recreation Commission Chairman

ISSUE: REQUEST APPROVAL AND SELECTION OF A NEW NAME TO REPRESENT THE NEW YOUTH RECREATION PROGRAM

REQUESTED ACTION: Request that the New Berlin Recreation Commission select a name from below to represent the new recreation program:

- **New Berlin Athletics (NBA)**
- **New Berlin Youth Athletics (NBYA)**
- Additional Names For Discussion, If Necessary

FISCAL IMPACT: No Financial Impact At This Time.

RATIONALE: The City of New Berlin and the New Berlin Athletic Association (NBAA) are in the processing of folding programing and operations of current NBAA Youth Recreation Activities into the Recreation Department. The NBAA has been a proud sponsor and originator of youth recreation programs in the City of New Berlin for 50 years. The NBAA wishes to retain the name New Berlin Athletic Association (NBAA) for future use. The City of New Berlin/Recreation Department will utilize the newly selected name to specifically identify/brand these particular youth recreation activities going forward. This may include identification of said name on future shirts/jerseys, clothing and other pieces of equipment, future fund raising, etc. This will include a new logo and naming of youth athletics. Logo design will be brought to the Commission at a later date.



CITY OF NEW BERLIN
JOB DESCRIPTION
Updated

POSITION: Recreation Specialist – Youth Sports

SUPERVISOR: Recreation Manager

SALARY RANGE: (7) \$58,758 - \$79,322

FLSA: Exempt

LOCATION/DEPARTMENT: ARC/ Community Development – Recreation Division

CALENDAR: 260 Days

DAYS/HOURS: FT; MON-FRI w/ occasional evenings and weekends required (Must be present during Youth Leagues on Saturdays)

DIRECT REPORTS: Yes

POSITION SUMMARY

Perform job duties consisting of development, planning, scheduling, implementation, supervision, and evaluation of various activities, events, and functions. Has functional authority over roughly 50 part-time and seasonal recreation program employees and manages contracted services and volunteers in specified, assigned programs. Performance requires the use of independent decision making, initiative, and discretion.

ESSENTIAL DUTIES

- Responsible for the development of policies and procedures, planning, scheduling, implementation, supervision, and evaluation of assigned programs & special events.
- Conducts research to identify programs of value and interest to the community; evaluates program effectiveness and viability; makes recommendations on new programs or modifications of existing programs to meet community needs.
- Serves as a liaison and resource for community agencies, school district, and other organizations; performs community outreach to promote recreational programs.
- Works collaboratively with other departments within the City.
- Performs general office duties and customer service as needed, including registering participants, taking phone calls, setting up classrooms for rentals and programs.
- Provides direct leadership, conducts training, and supervision for assigned programs and corresponding part-time & seasonal employees. Interviews, hires, and evaluates assigned recreation program staff as required. May be required to provide direct program supervision or leadership of assigned activities in the absence of normal program staff.
- Oversees and manages contract services.
- Maintains certifications necessary to complete training and certifications of seasonal and part-time staff.
- Develops and implements strategic marketing and communication utilizing various platforms including social media, website content, email marketing campaigns, print materials and banners or

community signage.

- Recommends and acquires necessary program supplies and equipment and maintains related department inventories. Makes purchases for the department within respective program budget limitations, as authorized by the Recreation Manager, and according to department policies.
- Assists Recreation Manager in assuring appropriate facility and equipment uses, and implements necessary controls and coordination for assigned program facility sites.
- Maintains good public relations with staff and public at all times. Assists in developing and maintaining excellent customer service efforts.
- Submits payroll requests, invoices, requisitions, and revenues to Recreation Manager. Assists Manager in maintaining appropriate program revenue controls for assigned programs. Submits other related program records and reports as required.
- Performs any other duty related to assigned programs as may be required by the Recreation Manager.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of philosophies, principles, and practices of public recreation.
- Knowledge of assigned recreation program areas and related organization techniques and facilitation.
- Related leadership and employee management experience.
- Knowledge of related equipment and facilities necessary for recreation programs.
- Ability to plan and supervise the work of others.
- Working knowledge of computer programs and software needed to develop and implement a strategic marketing plan.
- Ability to organize, coordinate, and evaluate the variety of public recreation programs and maintain good customer service.

MINIMUM QUALIFICATIONS

- Bachelor's degree in recreation, physical education, or a related field;
- Five years of relevant work experience in assigned program area, with at least one year in a supervisory capacity
- Valid Wisconsin Driver's License

PREFERRED QUALIFICATIONS

- Successful experience in public recreation program and community event planning and supervision
 - CPR/First Aid/AED Instructor Certification
-
-

PHYSICAL REQUIREMENTS

- Task involves light work. Exerting up to 20 pounds of force occasionally and/or 10 pounds of force frequently and/or a negligible amount of force frequently or constantly to climb, balance, stoop, kneel, crouch, reach, stand, walk, lift, carry, push, pull, finger, grasp or otherwise move objects, including the human body. Sedentary work involves sitting most of the time.

ENVIRONMENTAL REQUIREMENTS

- This position is regularly subject to both environmental conditions. Work activities occur inside and outside.

SENSORY REQUIREMENTS

- The task requires close visual acuity to perform various activities.
- The task requires oral communications ability.
- The task requires sound perception and discrimination.

This description has been prepared to assist in evaluating various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty required of positions given this classification. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee and group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to or delete from any section of this document as it deems, in its judgement, to be proper.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The City of New Berlin does not discriminate on the basis of the protected classes of age, race, color, creed, religion, disability, handicap, marital or parental status, sex, sexual orientation, gender identity national origin, ancestry, citizenship, political affiliation, arrest or conviction record not substantially related to a person's job, pregnancy, membership in the military, or use or nonuse of lawful products off City property during non-work hours or any other reason prohibited by state or federal laws.

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament
Recreation Commission

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the approval of the creation of a Recreation Specialist – Youth Sports position for the Department of Community Development – Recreation Division.

DATE: September 6, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the creation of a Recreation Specialist – Youth Sports position for the Department of Community Development – Recreation Division.

FISCAL IMPACT: Per Finance, the 2024 budget impact is anticipated to be, based upon their choice of benefits for health insurance, in the range from \$85,315.80 to \$100,973.08.

SOURCE OF FUNDS: Account. #: 1010400-44343 New Berlin Youth Athletics (NBYA)

RATIONALE / BACKGROUND:

New Berlin Recreation is taking an important step forward with the transition to expanding and managing youth sports leagues in-house.

New Berlin Recreation Transition to Youth Sports Management

- **Current Situation:** For decades, the New Berlin Athletic Association (NBAA) has been the primary provider of youth sports leagues in New Berlin.
- **Upcoming Changes:**
 - **Fall 2024:** New Berlin Recreation will begin managing the city's youth recreation sports leagues internally.

- **Winter 2024:** The transition will continue with New Berlin Recreation fully operating the youth sports leagues under the new name, New Berlin Youth Athletics (NBYA).
- **Rationale for Change:**
 - **Goal:** To maintain and build upon the NBAA's legacy of inclusivity and enjoyment in youth sports.
 - **Objective:** Ensure that every child has the opportunity to participate and have fun, aligning with the longstanding principle of "everyone gets to play, and we want everyone to have fun!"
- **Operational Needs:**
 - **Staffing:** An additional Recreation Specialist – Youth Sports is being requested to support the expanded program.
 - **Funding:** The position will be funded by program registration fees, which have historically generated between \$85,000 to \$100,000 annually and through additional program offerings we expect revenues to be estimated at \$250,000. The program serves about 1,500 youth, with over 550 participants in the Fall soccer season alone.
- **Transition Approval:** The change will be finalized following approval by the Common Council of the termination agreement with NBAA.

This transition aims to uphold the core values of youth sports in New Berlin while ensuring a smooth and successful management shift.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Sam Blonien, Assistant Recreation Manager
Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of vendor agreements for a Halloween Event at Malone Park on 10/26.

DATE: September 12, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with 1848 Coffee, 1840 Brewing, and Flour Girl and Flame, LLC to host a Halloween Event at Malone Park on 10/26.

FISCAL IMPACT: The City will receive \$375 (\$125 per vendor) upon completion of the 10/26 Beer Garden included in the vendor agreements.

RATIONALE/BACKGROUND: In an effort to provide passive recreational community gathering opportunities, the Recreation Department has worked in coordination with 1848 Coffee, 1840 Brewing, and Flour Girl and Flame to host a Halloween Event, Brews and Boos, at Malone Park on 10/26.

This event will provide community members the opportunity to spend time outdoors enjoying Malone Park.

VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2024, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and 1840 BREWING COMPANY, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 342 East Ward Street, Milwaukee, Wisconsin, 53207 (hereinafter referred to as “Vendor”);

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

WHEREAS, the City is desirous of holding a Halloween event on October 26, 2024, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

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

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

1. The City does hereby grant access to the Malone Park pavilion as depicted on the attached map, Exhibit A, to the Vendor on October 26, 2024 to provide beer sales between Noon and 3:00 p.m. pursuant to the terms and conditions set forth herein. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate Permits required by the City of New Berlin, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 26, 2024 between 11:00am and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor may engage in restocking or cleanup activities outside of these hours. However, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

4. Vendor shall be permitted to sell beer at this event with an alcohol content no greater than fourteen (14%) ABV, subject to the Vendor having an approved State Brewery License to allow it to do so. The Vendor will supply a licensed staff member and shall follow State of WI Statutes and City of New Berlin ordinances regarding the sales of beer. The Vendor will ensure that all persons served are of legal drinking age. The Vendor acknowledges that the areas in which beer may be consumed are limited to those that are set forth in the attached map, Exhibit A. The City will create fencing and/or signage directing patrons that alcohol may only be consumed within the designated area.

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

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

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

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

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

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

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

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

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

14. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of **one hundred and twenty five** (\$125.00) Dollars, not less than ten (10) days following the completion of the event.

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

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

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

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

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

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

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

CITY :
City of New Berlin

VENDOR:
1840 BREWING COMPANY LLC

By: _____
David Ament, Mayor

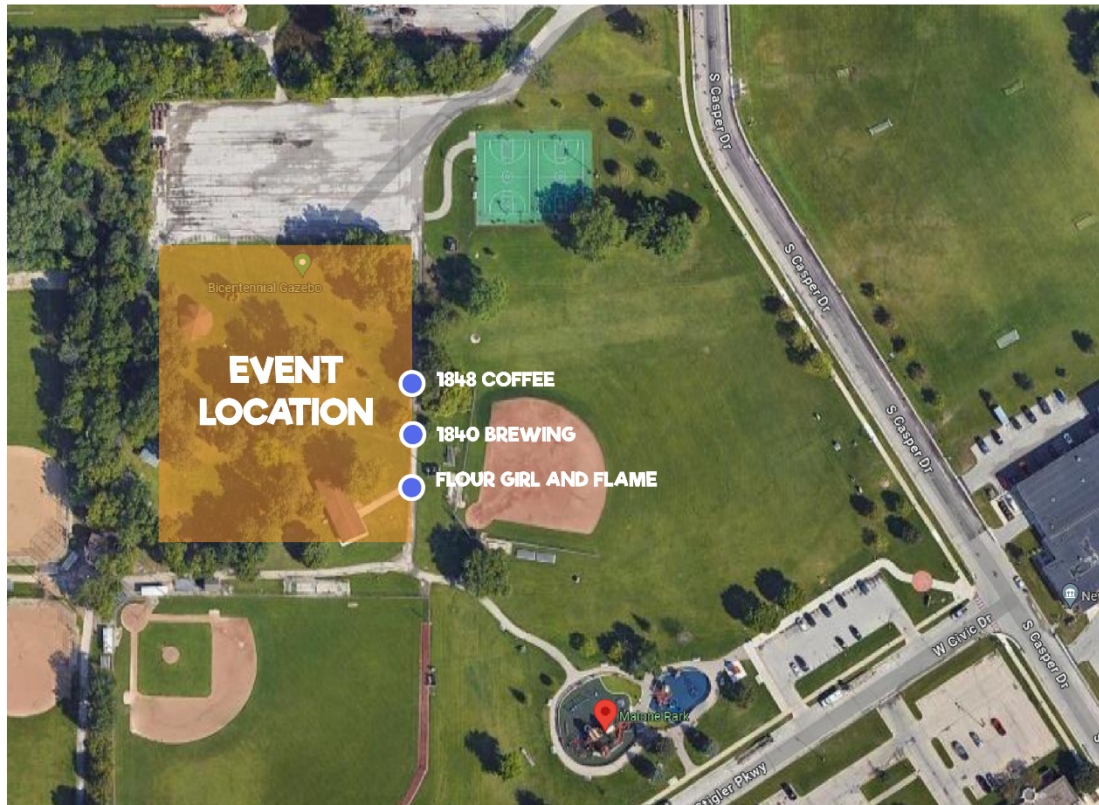
By: _____

By: _____

EXHIBIT A

MAP OF PARK

BREWS AND BOOS- OCTOBER 26TH 2024 MALONE PARK - 16400 W. AL STIGLER PKWY



VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2024, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and 1848 COFFEE, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 13575 West National Avenue, New Berlin, Wisconsin, 53151 (hereinafter referred to as “Vendor”);

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

WHEREAS, the City is desirous of holding a Halloween event on October 26, 2024, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

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

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

1. The City does hereby grant access to the Malone Park pavilion as depicted on the attached map, Exhibit A, to the Vendor on October 26, 2024 to provide coffee sales between Noon and 3:00 p.m. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the Park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate Permits required by the City of New Berlin, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 26, 2024 between 11:00am and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor may engage in restocking or cleanup activities outside of these hours. However, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

4. Responsibilities of Vendor:

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

- d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
- f. Vendor agrees, at its own expense, to keep the Park and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the City Department of Public Works.
- g. No equipment being provided by the City shall be removed or replaced without the written consent of the City, and any such use will be at the expense of the Vendor.
- h. Vendor agrees that they will obtain all necessary Licenses or Permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.

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

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

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

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

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

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

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

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

13. As part of the consideration for this Agreement, the Vendor agrees to pay to the City the amount of **one hundred and twenty five** (\$125.00) Dollars, not less than ten (10) days following the completion of the event.

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

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

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

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

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

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

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

CITY :
City of New Berlin

VENDOR:
1848 COFFEE LLC

By: _____
David Ament, Mayor

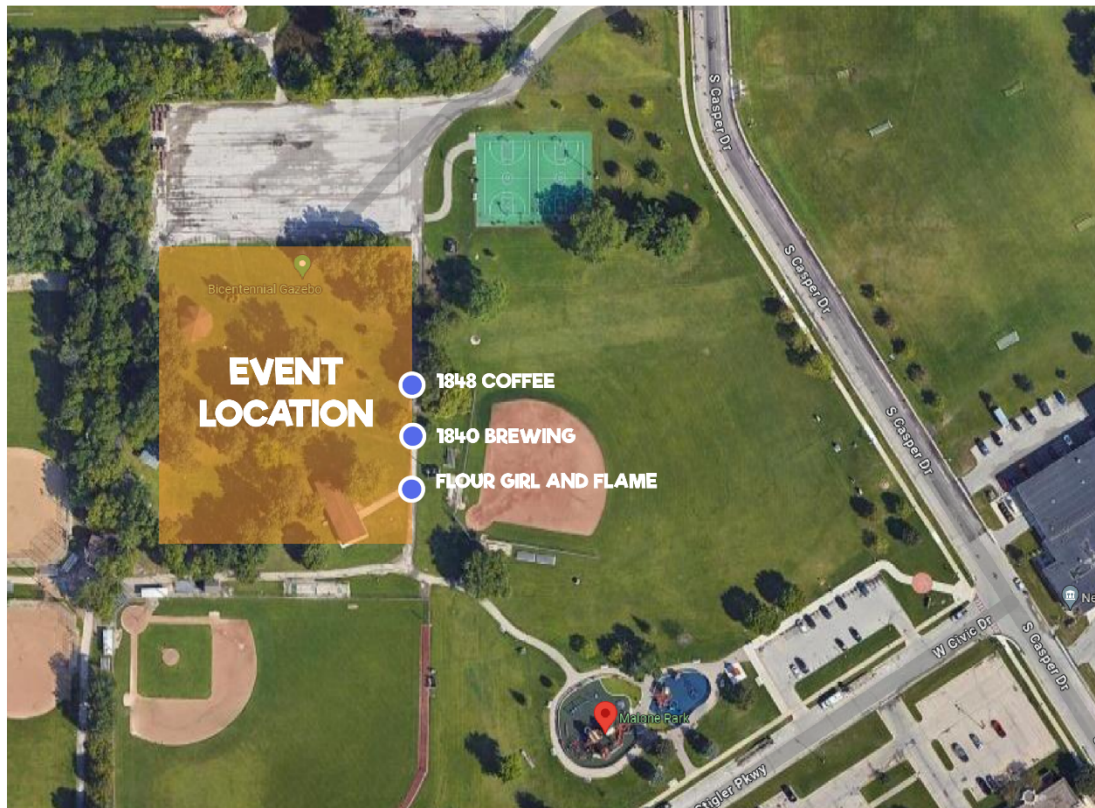
By: _____

By: _____

EXHIBIT A

MAP OF PARK

BREWS AND BOOS- OCTOBER 26TH 2024 MALONE PARK - 16400 W. AL STIGLER PKWY



VENDOR AGREEMENT

This Vendor Agreement (hereinafter “Agreement”) is made and entered into this ____ day of October, 2024, by and between the CITY OF NEW BERLIN , Wisconsin municipal corporation, (hereinafter referred to as the “City”) and FLOUR GIRL & FLAME, LCC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office at 6735 West Lincoln Avenue, West Allis, Wisconsin, 53219-2053 (hereinafter referred to as “Vendor”);

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

WHEREAS, the City is desirous of holding a Halloween event on October 26, 2024, which will feature children’s activities coordinated through the New Berlin Recreation Department, New Berlin Public Library, City of New Berlin Police and Fire Departments and Enjoy New Berlin; and

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

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

1. The City does hereby grant access to the Malone Park pavilion as depicted on the attached map, Exhibit A, to the Vendor on October 26, 2024 to provide pizza and related food sales between Noon and 3:00 p.m. These dates and times are subject to modification as may be made in writing, from time to time, between the City and the Vendor.

2. In addition to allowing for the use of the Park, the City agrees to provide picnic tables, and trash/recycling receptacles, for the use of the patrons during the course of the event. Vendor agrees to comply with the health and safety requirements outlined by the Waukesha County Health Department and must obtain appropriate Permits required by the City of New Berlin, including, but not limited to, a Direct Seller Permit from the City Clerk’s Office.

3. The hours of operation shall be Saturday, October 26, 2024, between Noon and 3:00 p.m. In the event of rescheduling due to inclement weather, the Vendor may engage in restocking or cleanup activities outside of these hours. However, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

4. Responsibilities of Vendor:

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

- d. Vendor agrees that the Park that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- e. Vendor agrees to pay all taxes or fees associated with the operation of the event.
- f. Vendor agrees, at its own expense, to keep the Park and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the City Department of Public Works.
- g. No equipment being provided by the City shall be removed or replaced without the written consent of the City, and any such use will be at the expense of the Vendor.
- h. Vendor agrees that they will obtain all necessary Licenses or Permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.

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

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

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

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

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

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

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

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

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

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

CITY :
City of New Berlin

VENDOR:
FLOUR GIRL & FLAME LLC

By: _____
David Ament, Mayor

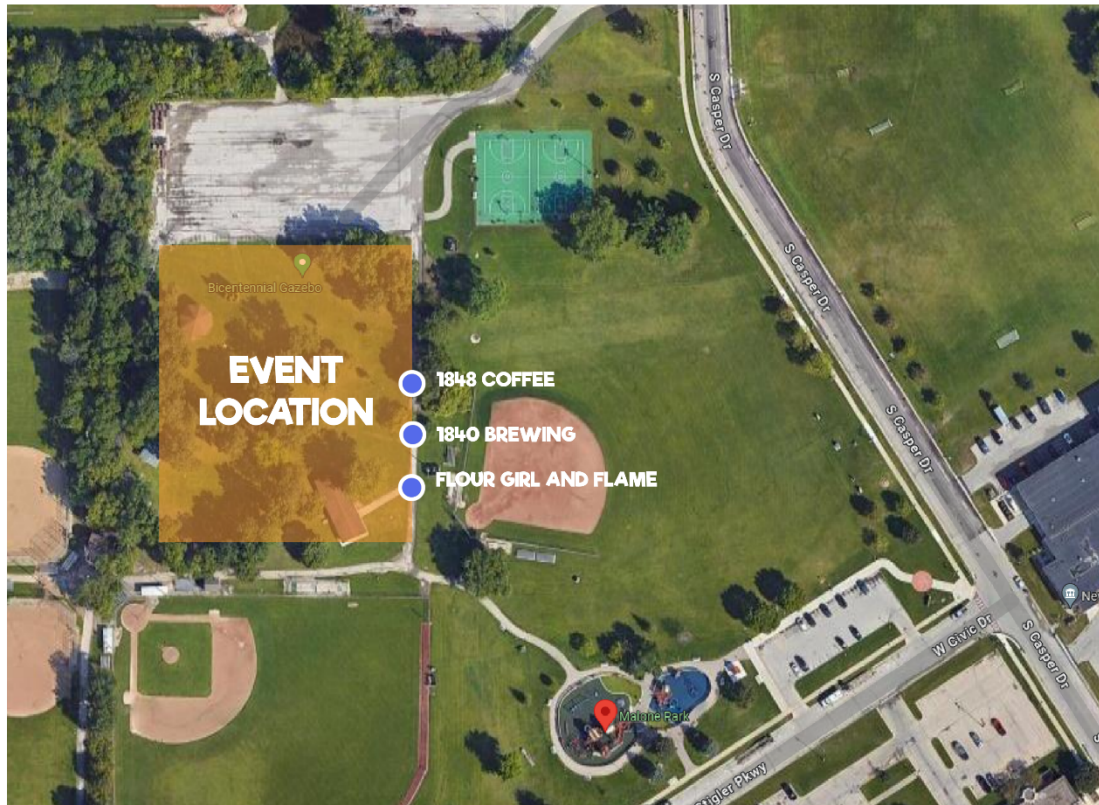
By: _____

By: _____

EXHIBIT A

MAP OF PARK

BREWS AND BOOS- OCTOBER 26TH 2024 MALONE PARK - 16400 W. AL STIGLER PKWY





Cornhole by Tarmann

Rental & Services Contract

Client's Name:

City of New Berlin by its
Recreation Department
3805 S. Casper Dr.
New Berlin, WI 53151
(262) 797-2443

Agreement details -

Cornhole by Tarmann enters into contract with the above-mentioned client to provide cornhole tournament services on the below mentioned date, time and locations. This agreement is valid once signed by all parties and when a deposit from the client is made to Chris Tarmann. All deposit checks must be made out to "Chris Tarmann".

Event Location:

Malone Park, Diamond # 3
16400 W Al Stigler Pkwy
New Berlin, WI 53151

Event Date: October 26, 2024

Event Setup Time: 9:00am

Event End Time: 11:00am

Fees –

\$30/set of rental cornhole boards (includes bags & scoreboards)
\$400 Tournament Personnel (up to 5 hours)
\$.25/mile Delivery fee

Services we will provide -

- 12 sets of Cornhole Boards (\$360)
- 5 Hours of Cornhole by Tarmann personnel time to run your tournament (\$400)
- Cornhole Bags (included)
- Delivery - 194 miles round trip (\$97)

Payment Details –

Return Customer discount (\$107) – Total Due: \$750

\$400 Deposit due immediately

\$350 Due upon setup of event

Delivery -

Cornhole by Tarmann will deliver rental items to the event location and setup the tournament area.

EVENT AGREEMENT DETAILS: Cornhole by Tarmann will deliver the amount of agreed upon rental cornhole boards at the above-specified location and times. Cornhole by Tarmann will setup the cornhole boards and coordinate with event personnel to create a bracket using Scoreholio and assist in managing the tournament. Cornhole by Tarmann will supply tournament rules (as desired), cornhole bags, and scoreboards. Cornhole by Tarmann will reduce the number of boards placed out for the event as the event proceeds and as less boards are required to properly complete the remaining tournament matches.

ENTIRE AGREEMENT: This agreement contains the entire understanding between

Cornhole by Tarmann and the New Berlin Recreation Department.

This agreement supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties.

RESERVATION: A signed contract and deposit are required to reserve the specified Agreement details listed above for the date(s) requested.

DEPOSIT: In the event of cancellation, the deposit paid is non-refundable. The client agrees to provide cancellation notice in writing and releases Cornhole by Tarmann, Chris Tarmann, and any other representatives from this organization from any responsibilities and liabilities to perform this agreement solely as a result of its cancellation. In the event of a cancellation Cornhole by Tarmann will maintain a credit (in the same amount as the deposit) for the client which can be used to schedule a future event on a mutually agreeable date, time and at a mutually agreeable location. Requests to use this credit must be made in writing to Cornhole by Tarmann within one year of the date this agreement was signed.

LIMIT OF LIABILITY: In the unlikely event that Cornhole by Tarmann personnel are injured or become too ill to cover the event, Cornhole by Tarmann will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

TERMS: The City of New Berlin agrees to indemnify and hold harmless Cornhole by Tarmann, Cornhole by Tarmann's employees, and our volunteers against any and all

claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. Notwithstanding the forgoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the City of New Berlin or its insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City of New Berlin or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the City of New Berlin be required to indemnify Cornhole by Tarmann its employees or assigns for their own negligent or intentional conduct

Cornhole by Tarmann agrees to indemnify and hold harmless the City of New Berlin, its officers, elected officials, representatives, assigns, as well as, City of New Berlin Recreation Department employees, and their volunteers against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, costs, expenses and actual attorney's fees, arising from the performance of the terms, responsibilities and activities of this agreement.

MEDICAL: In the event that Cornhole by Tarmann or its employees or agents should require medical care or treatment, Cornhole by Tarmann agrees to be financially responsible for any costs incurred as a result of such treatment. Cornhole by Tarmann is aware and understands that they should carry their own health insurance.

INSURANCE: Cornhole by Tarmann agrees to provide evidence of liability insurance coverage with limits and in form acceptable to the City of New Berlin.

Applicable Law

This contract shall be governed by the laws of the State of Wisconsin and any applicable Federal law.

Client's Signature

CBT Signature

Printed Name

Printed Name

Address

Phone

Phone



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2024

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED Chris Tarmann Cornhole by Tarmann 7369 Woodenshoe Rd Neenah, WI 54956	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Next Insurance US Company		16285
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 112139367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		NXTVJLH47L-01-GL	04/29/2024	04/29/2025	EACH OCCURRENCE	\$1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$10,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							GENERAL AGGREGATE	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$1,000,000.00
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of New Berlin. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151

LIVE CERTIFICATE



[Click or scan to view](#)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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