

**CITY OF WAUKESHA****Administration**

201 Delafield Street, Waukesha, WI 53188

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Committee: Parks, Recreation and Forestry	Date: 6/17/2019
Common Council Item Number: ID#19-0874	Common Council Meeting Date: 7/2/2019
Submitted By: Ron Grall WPRF Director /Joanna Adamicki, Special Events Coordinator	City Administrator Approval: Kevin Lahner, City Administrator KL
Finance Department Review: Rich Abbott, Finance Director RA	City Attorney's Office Review: Brian Running, City Attorney BR
Subject: To recommend approval of Event Vendor Agreement and related temporary Class B liquor license associated with the 2019 City of Waukesha Oktoberfest public event.	

Details:

Waukesha Parks, Recreation & Forestry Department (WPRF) is working collaboratively with Waukesha Kiwanis Early Risers to provide beer sales services for Waukesha Oktoberfest in Frame Park, September 27-28, 2019. Written agreement was created with the City Attorney. A variety of community service organizations and area businesses take part in Oktoberfest and assist with filling volunteer needs as well as goods and services needs.

Options & Alternatives:

Staff recommendation is to continue to work cooperatively with the Waukesha Kiwanis Early Risers to provide beer sales for Oktoberfest. Alternatively, not allowing beer sales would adversely affect attendance and success of the event.

Financial Remarks: Kiwanis will pay their expenses related to beverage sales. WPRF will receive a portion of sales from Kiwanis. Total income for the event is anticipated at approximately \$45,000 with expenses anticipated at approximately \$43,000. Accounts utilized include: Event Sales 5994.46741; Oktoberfest Expenses 5994.53958.

Executive Recommendation: Recommend approval of the contract and associated Temporary Class B liquor license and authorize the Mayor to enter into the contract.



Event Vendor Agreement
2019 City of Waukesha Oktoberfest

This Agreement is by and between the City of Waukesha, 201 Delafield St., Waukesha, WI 53188, referred to herein as the City; and by Kiwanis Club of Waukesha Early Risers, Wisconsin Inc., 2007 Coldwater Creek Drive, Waukesha, Wisconsin 53188, referred to herein as the Vendor.

Recitals

The City will present an Oktoberfest event at Frame Park, free and open to the public, with events to take place on September 27, 2019, 5:00 to 11:00 pm and September 28, 2019, 1:00 to 11:00 pm and is willing to allow the Vendor to participate as a vendor of beverages, glassware, or both; and to share revenues with the City, provided the Vendor abides by rules set by the City.

The Vendor is willing to provide such vendor services during the Oktoberfest event, and to abide by the terms of this Agreement.

Therefore, the City and Vendor agree and contract as follows:

1. **Vendor Responsibilities.** The Vendor shall be responsible for the following duties, at its sole expense:
 - a. Obtain a temporary Class "B" fermented malt beverage license from the City of Waukesha, effective for the period including September 27 and 28, 2019.
 - b. Comply with the terms and conditions of the temporary Class "B" license, and all statutes, ordinances, and regulations concerning the sales of fermented malt beverages.
 - c. Provide licensed bartenders to be at the vending location assigned by the City at all times between 4 pm and 11 pm on September 27, and between Noon and 11 pm on September 28.
 - d. Provide sufficient numbers of volunteers and ensure that no fewer than 12 and no more than 20 persons will be working at the vending location(s) assigned by the City between 4:00 pm and midnight on September 27, and between Noon and midnight on September 28.
 - e. Provide a volunteer lead for each shift who will be responsible for training of volunteers. Volunteer lead will attend a training session on August 29, 2019 at 6:00 pm.
 - f. Ensure serving volunteers attend training session for event sales as determined by the City.
 - g. Provide all inventory to be sold by Vendor at its assigned vending areas, including beer, wine, cups, and glassware, except 1-liter drinkware. Beer, cups, and glassware brands and types shall be as designated by the City.
 - h. Reimburse City for 50% of cost of 1-liter drinkware.
 - i. Sell and serve to attendees of the Oktoberfest event beer and other items approved for sale by City, at the assigned vending areas. Product pricing shall be as determined by the City. All items shall be priced in \$1 increments.
 - j. Accept only official event tickets in payment of all sales, retain all tickets presented by attendees in payment, and deliver all collected tickets to City no later than 11:30 pm each night.

- k. Keep the assigned vending areas clean and free of waste and debris. All waste and debris shall be collected and placed in the appropriate solid waste or recyclables containers provided by the City, by 11:30 p.m. each night.
 - l. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - m. Promptly pay all suppliers, and indemnify the City from claims for payment by any of Vendor's suppliers.
 - n. Maintain in force at all times during the Oktoberfest event a policy of public liability insurance, naming the city as an additional insured, with limits of not less than \$1,000,000 per incident and \$2,000,000 aggregate. Policies shall be occurrence, and not claims-made, and Vendor's insurance shall be primary, not excess, and non-contributory. The policy shall be from an insurer licensed to issue such policies in Wisconsin. Prior to the Oktoberfest event, Vendor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
2. **Indemnification.** Vendor shall indemnify and hold the City of Waukesha harmless from any and all liabilities, lawsuits, damages and costs, including court costs and actual attorney fees, arising from the acts or omissions of Vendor or any of Vendors members or volunteers, occurring during Vendor's performance of vending services at the Oktoberfest event.
3. **No Service to Intoxicated Persons.** Vendor shall not serve any alcoholic beverages to any person that is intoxicated, disorderly or is behaving in a manner that is disruptive to the event or is unpleasant or unsafe to other attendees. Vendor shall immediately notify City staff or security personnel if Vendor determines that a person is intoxicated and will not be served, or if any attendee becomes disorderly.
4. **Vendor Additional Activities.**
- a. Mount signs, banners and flags identifying the Vendor's organization.
 - b. Solicit and collect donations to the Vendor's organization. Solicitations shall clearly indicate that donations are voluntary and are not required in order to purchase products from Vendor.
 - c. Distribute literature promoting the Vendor's organization and membership in the organization.
5. **Compensation for Vendor's Services.** Vendor shall be paid 40% of the face value of the official tickets collected in payment for sales of products by Vendor. The amount to be paid to Vendor shall be determined by weighing the tickets turned in by Vendor, and not by actual count. Weighing will take place on September 30, 2019, and payment shall be made no later than October 19, 2019.
6. **City Obligations.** The City shall be responsible for promotion and marketing of the Oktoberfest event; 50% cost of 1-liter drinkware, all ticket sales; tents, tables, and chairs, and set-up and tear-down of them; music and entertainment; wristbands for attendees; signs, pedestrian control, and traffic control; and security and safety services.

City of Waukesha

By Shawn N. Reilly, Mayor

Date:_____

Attested by Gina L. Kozlik, City Clerk-Treasurer

Date:_____

Kiwanis Club of Waukesha Early Risers, Wisconsin Inc.

(print name)_____

President

Date:_____

(print name)_____

Secretary

Date:_____