

RESOLUTION NO 2020-49

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE
AUTHORIZING THE USE OF HABAN PARK FOR TEMPORARY BEER GARDEN EVENTS**

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, on April 9, 2019 by Resolution 2018-150, the Racine County Board of Supervisors authorized the use of County parks for temporary beer gardens where applicants follow the developed application procedure and obtain necessary approval and licensing; and

WHEREAS, Racine Youth Sports has applied to the Public Works and Development Services Department to operate temporary beer gardens for the following dates: September 3-6, 2020; and

WHEREAS, the Public Works and Development Services Department has reviewed Racine Youth Sports' application and finds that its application and proposal meet the necessary requirements to host such an event and it is in the best interest of Racine County and the community to approve Racine Youth Sports' application which is attached hereto as "Exhibit A" and the Memorandum of Understanding which are attached hereto as "Exhibit B."

NOW, THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that the attached application regarding the above-referenced dates for use of Haban Park as described is authorized and approved; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Robert D. Grove, Chairman

Tom Kramer, Vice-Chairman

VOTE REQUIRED: Majority

Tom Hincz, Secretary

Prepared by:
Corporation Counsel

Jody Spencer

Eric Hopkins

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2 Page Two

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Thomas Pringle

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Brett Nielsen

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**The foregoing legislation adopted by the County Board of Supervisors of
Racine County, Wisconsin, is hereby:**

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Approved: _____

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Vetoed: _____

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Date: _____,

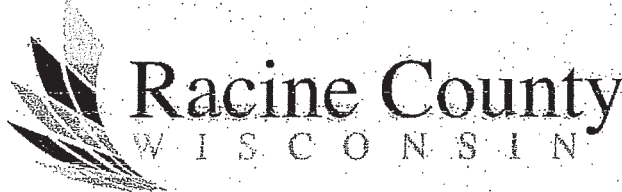
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Jonathan Delagrave, County Executive

Resol. 2020-49 Exhibit A

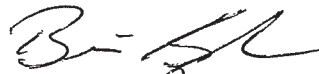
	For Official Use Only	
	Received by the Department of Public Works and Development Services on:	

Application for Temporary Beer Garden

Applicant's Name: <u>Racine Youth Sports (Brian Krogh)</u>		
Mailing Address: <u>3734 SPRING ST</u>		
City: <u>Racine</u>	State: <u>WI</u>	Zip: <u>53405</u>
Phone Number: <u>262-939-4915</u>	E-mail Address: <u>Kroghbrian@sbegibhs.net</u>	

Provide a description of the following: (1) the proposed dates and times of operation of beer garden; (2) a detailed description of proposed beer garden, including which county park; (3) whether you are a current regular alcohol beverage license holder or will be applying for a temporary license. Please attach additional pages if necessary.

1. September 3, 4, 5, 6, 2020
2. we would use Hebard Park for a Pop-up Beer Garden with proceeds going to help RYS. we would be working in conjunction with Curt Foreman of Brewfest Partners. we would have security, and food trucks. AS PART of RYS I would take care of cleanup of the park as we currently maintain the park.
3. we do NOT have an Alcohol beverage license but would need a temporary one for the days of the event only.

Date: <u>7-22-20</u>	Signature: 
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Please note that by signing and submitting this application, you accept a three-page application and associated regulations in its entirety.

For Internal Use Only - Approval:

Racine County
Department of Public Works

Municipa

RECEIVED

JUL 24 2020

Approved by Public Works, Parks and Facilities Committee on _____
Approved by County Board on _____

RACINE COUNTY

Guidelines and Requirements for Outdoor Temporary Beer Gardens at Racine County Parks

An outdoor beer garden is defined as an open air, roofed or unroofed area in appropriately licensed premises, where beer is served or consumed. Temporary beer gardens in Racine County parks, which constitute public property, will be subject to the following limitations: no applicant may operate more than two events per calendar year and no event may exceed four days in length.

Applicants seeking to operate a temporary beer garden in a Racine County Park apply via this application form and the application is first reviewed by the Racine County Department of Public Works and Development Services and, when applicable, the appropriate municipal clerk. If approved, the application will be referred to the Racine County Board Public Works, Parks and Facilities Committee for review, taking into consideration any recommendations made by the relevant municipality and the Department of Public Works and Development Services. The Public Works, Parks and Facilities Committee, a standing committee of the Racine County Board, will review and if the Committee approves the application, refer the application to the Racine County Board for review.

By submission of this application, the applicant agrees and understands that any approval of this application is subject to obtaining any necessary licensure, including a permit or temporary license, and entry into a contractual agreement or memorandum of understanding with Racine County related to each specific event. The applicant understands that Racine County is in no way involved in the process of gaining any appropriate alcohol licensure and that is the independent responsibility of the applicant. The applicant agrees to abide by the regulations set forth in this application as well as all federal, state, and local laws, resolutions, and ordinances governing beer gardens and alcoholic beverages. Any Racine County Board approval will be contingent upon the applicant also obtaining any necessary licensure or permit approval from a relevant municipality or the State of Wisconsin.

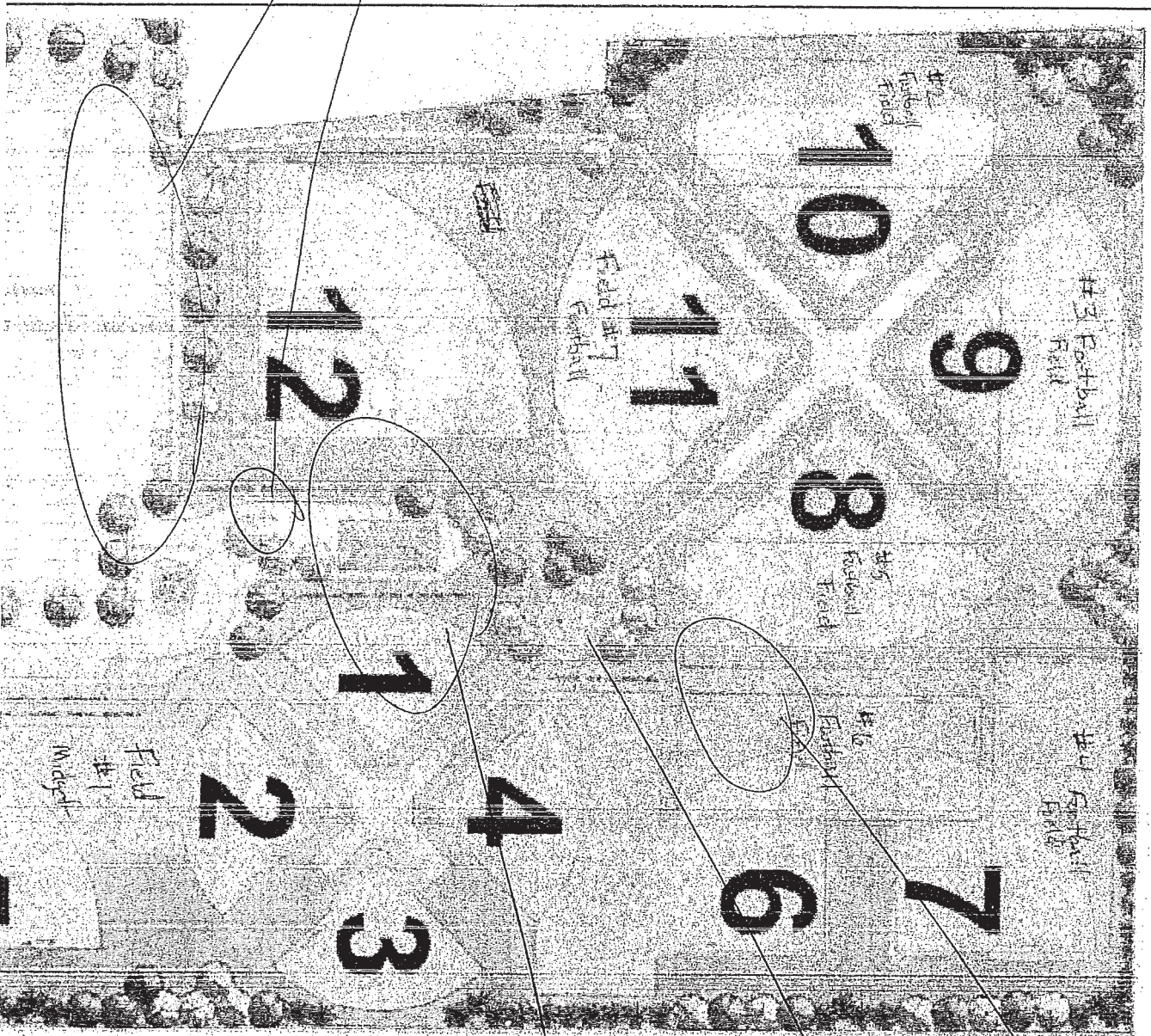
Additional Application and Approval Requirements:

1. Only one event may occur in a park at any given time. Thus, an application will be denied if there is a previously approved application for the same or overlapping dates/times. Each approved application will constitute a reservation of the whole relevant park;
2. Must attach a detailed diagram of the proposed beer garden area that specifically describes the proposed location within a specific county park;
3. Beer garden location must comply with any regulations regarding vision clearance and sight triangles so as not to be a traffic hazard;
4. Must have adequately displayed signage warning that alcoholic beverages shall not be passed over the area's barrier or be removed from the licensed area and clearly designated exit/entrance areas;
5. Must obtain Temporary Class "B"/ "Class B" retailer's license from appropriate municipality and follow associated guidelines and restrictions or provide authorization of a state permit;

6. License holder is responsible to know the occupancy and capacity limits for area and must exhibit a plan with an approved system or device to monitor this;
7. License holder is also responsible to show a plan of responsible service that will prevent service to intoxicated persons as prohibited by Wis. Stat. Section 125.07(2);
8. Licensed operators must be present at all times to oversee the entire beer garden area;
9. Other reasonable standards may be required by county and/or municipal officials based on specific situations;
10. Other permits may be required, and approval of this application is contingent upon obtaining any such necessary permits;
11. Applicant will be responsible for any event related clean-up and must provide sufficient information as to clean-up and removal plan;
12. Must include a certificate of insurance for \$2,000,000 general liability naming the County of Racine as additional insured and for \$1,000,000 liquor liability naming the County of Racine as additional insured;
13. Must include certificate of workers compensation insurance in compliance with the laws of the State of Wisconsin;
14. Must agree to indemnify, defend, and hold harmless Racine County and its elected officials, board members, and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by the County as a result of the operation of the beer garden;
15. At the time of application, must pay the reservation fee for a park event, which shall be specific to each county park location and be based upon the current park fee schedule, which has been previously approved by the Racine County Board. If the application is not approved, the reservation fee shall be refunded;
16. If approved, must pay a one-time operation fee determined by the fee schedule. ¹

¹ This provision does not become effective until the adoption of a relevant fee schedule.

FOOTBALL FIELDS



Pass & Truck

Tables

Tables for seating

Bear Enclosure
Side USGS
the the OAS
Pavilion

MEMORANDUM OF UNDERSTANDING
Temporary Beer Garden – Approved Application

THIS AGREEMENT, entered into on the 20th day of August, 2020 between Racine Youth Sports, Inc. and ----- (hereinafter jointly referred to as "Vendor"), and Racine County, a municipal corporation of the State of Wisconsin (hereinafter referred to as "County") and administered by the Public Works and Development Services Department ("Department") for a temporary beer garden event at patio area of Haban Park held on September 3rd through 6th during the following hours: 3rd and 4th 3pm to 9pm, 5th noon to 9pm, 6th noon to 7pm.

WHEREAS, the Racine County Board of Supervisors authorized the creation of an application procedure for temporary beer gardens in Racine County Parks in April 2019. Pursuant to that application procedure, vendors may obtain approval from the Racine County Board of Supervisors to operate temporary beer gardens, limited in scope and duration, in Racine County parks. Where such approval has been obtained, the Vendor and County may enter into a Memorandum of Understanding.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- A. Racine County agrees to provide the patio area of Haban Park for the exclusive use of Vendor for a flat reservation fee, as determined by the Racine County Parks fee schedule, which has been previously approved by the Racine County Board.
- B. It is the understanding this event will take place rain or shine. Glass decanters will be allowed for use in the relevant Racine County Park for this event.

Racine County Rights and Responsibilities:

- A. A representative of the Racine County Public Works and Development Services Department will be available via phone on the day of the event to address any administrative, facility or maintenance needs. The Department contact information is as follows: Dave Prott – david.prott@racinecounty.com and 262-886-8441; Benjamin Haas – Benjamin.haas@racinecounty.com and 262-598-7750.
- B. Racine County will provide existing picnic tables, which may be moved within the immediately surrounding park area by Vendor. Vendor must provide all other appropriate equipment necessary for the operation of the temporary beer garden.
- C. Existing trash containers may be used and liners shall be used and replaced by Vendor for the duration of the event. Vendor will provide all bulk dumpsters for disposal of contents of trash containers.
- D. Existing restroom facilities will be open and available for use. Vendor will provide adequate portable restroom facilities to be placed in mutually agreed upon location.

Vendor Rights and Responsibilities:

- A. Vendor agrees to abide by the provisions set forth in the Racine County Application for Temporary Beer Garden, which is attached to this document and incorporated by reference.
- B. Vendor will provide Racine County with a mutually agreed upon site use plan no later than 10 days prior to the event. This plan is to include both a security plan and a parking plan.
- C. Vendor will provide Racine County with a written event staffing assignment plan no later than 10 days prior to the event.
- D. Vendor will provide Racine County with written documentation of any planned food or music vendors and the proposed dates/times of their presence no later than 10 days prior to the event.
- E. Vendor shall obtain all necessary permits and/or licenses, including but not limited to those necessary for alcohol, food, and music and shall provide documentation of the same to the County no later than 10 days prior to the event. Additionally, Vendor agrees to be solely responsible for determining what permits/licenses are necessary.
- F. Vendor agrees to follow all health guidelines designated by the Health Department and any appropriate municipalities or other governmental bodies.
- G. Vendor shall promptly restore the event space and any other portions of Haban Park accessed for the purpose of exercising the rights herein granted to the same or better condition it was in immediately prior to accessing the site and shall promptly – within 24 hours after completion of the event – clean and, with the Department’s written consent, repair at its own cost any damage to the site caused by Vendor, Vendor’s representatives, guests, visitors, and customers. A representative of the Department may survey or cause the Vendor to survey the site to ensure the restoration is done in compliance with this paragraph. The Department shall have the authority to reasonably determine whether the cleanup and/or restoration work has been done to the satisfaction of this condition and may reasonably direct Vendor to perform additional work to restore the site to the same condition it was in immediately prior to accessing the site. The Department shall in no way use this discretion to direct restoration work to be performed which would constitute an improvement on the site above and beyond the condition it was in immediately prior to Vendor’s use of the site. The provisions of this paragraph shall survive the expiration or earlier termination of this MOU. Any inspection or other services provided by the Department to ensure Vendor’s compliance with this paragraph will be at Vendor’s expense, and the Department may issue to Vendor invoices for the reasonable cost of inspections or other services to ensure compliance.
- H. The Vendor agrees to abide by and enforce a no parking on the grass prohibition during the event.
- I. The Vendor understands that there will be no lifeguard on duty.

- J. All signage and promotion is the responsibility of Vendor. All advertising, including yard signs, must clearly state that this event is hosted independently by Vendor. Before publication or dissemination of any such advertising, Vendor shall provide copies of the same to Dave Prott _____ of Racine County, via e-mail at David.Prott@racinecounty.com and _____ for their review and approval. Failure of the County representatives to respond within two business days shall be deemed approval for purposes of publication and dissemination. Racine County may assist in promotion by advertising on its Facebook page and website.
- K. Music and entertainment is allowable. Racine County will not provide any special equipment for this purpose. Racine County ordinances prohibit undue or unnecessary noise in county parks. Vendor agrees that the volume of sound is to be maintained at a reasonable level and if requested to lower the volume, to do so promptly.
- L. Rental or provision of any special equipment, including chairs and decorations is the exclusive responsibility of the Vendor.
- M. Vendor agrees not to discriminate on the basis of age, race, ethnicity, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment.

Indemnification/Hold Harmless:

To the fullest extent allowable by law, Vendor hereby indemnifies and shall defend and hold harmless Racine County, their elected and appointed officials, directors, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Vendor, Vendor's invitees or visitors, or of anyone acting under its discretion or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the County.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to Racine County under this or any other contract. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Vendor shall reimburse Racine County or any of their elected and appointed officials, directors, officers, employees, or authorized representative or volunteers and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by Racine County or any of their elected and appointed officials, directors, offices, employees or authorized representatives or volunteers and each of them.

Insurance:

- A. Vendor must provide a certificate of insurance for \$2,000,000 general liability naming the County of Racine as additional insured and for \$1,000,000 liquor liability naming the County of Racine as additional insured no later than 15 days before the event. This requires both Racine Youth Sports, Inc. and ----- to independently submit such documentation that is applicable to their respective organizations;
- B. Vendor must provide certificate of workers compensation insurance in compliance with the laws of the State of Wisconsin no later than 15 days before event.

IN WITNESS WHEREOF, Vendor and County have each caused this Memorandum of Understanding to be executed on the day and year indicated below.

Bill Swetman 8/21/2020
RYS, Inc Date:

Racine County Executive Date:

Racine County Clerk Date:

Racine County Finance Date:

Date: _____
Certified to be correct as to form

By: _____
Racine County Corporation Counsel