



# Wauwatosa, WI

## Government Affairs Committee

### Meeting Agenda - Final

7725 W. North Avenue  
Wauwatosa, WI 53213

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**Tuesday, May 30, 2023**

**6:15 PM**

**Council Chambers and Zoom:**  
**<https://servetosa.zoom.us/j/82923188685>,**  
**Meeting ID: 829 2318 8685**

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#### **Regular Meeting**

#### **HYBRID MEETING INFORMATION**

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **GOVERNMENT AFFAIRS COMMITTEE ITEMS**

1. Application for Fireworks User Permit by Jamie Price, Wolverine Fireworks, at the property located at the NW corner of Wauwatosa West High School football field, 11400 W. Center Street, on June 9, 2023 at 7:30 PM and June 10, 2023 at 1:30 PM [23-266](#)
2. Application for temporary extension of licensed premises by Ray's Growler Gallery, LLC, d/b/a Ray Growler Gallery, 8930 W. North Avenue for the BB Cakes Cookie Eating Contest and Summer Market event on July 9, 2023 from 12-4 PM [23-269](#)
3. Application for Special Event Permit - Applicant: Wauwatosa Village BID; Event Name: Tour of America's Dairyland; Location: State Street, N. 72nd Street, Blanchard Street, Wauwatosa Avenue, Harwood Avenue; Date/Time: June 25, 2023, 7 AM-9 PM [23-271](#)
4. Application for temporary extension of licensed premises by DRI 7 Tosa Village LLC, d/b/a Cafe Hollander, on June 25, 2023, 9 AM-8:30 PM, to include a beer tent in the area of the existing outdoor tables [23-274](#)
5. Application for temporary extension of licensed premises by Lowlands 6 LLC, d/b/a Buckatabon Tavern & Supperclub, on June 25, 2023, 9 AM-8:30 PM, to include a beer tent on State Street north, slightly west of the building [23-276](#)

6. Consideration of Class A/B/C alcohol license renewal applications for the 2023-2024 license period [23-279](#)
7. Discussion regarding polling site locations for 2024 elections [23-281](#)
8. Consideration of approval of an agreement with Tosa Tonight for use of the Rotary Performance Pavilion at Hart Park [23-283](#)
9. Staff updates regarding current legislative items of interest to the City of Wauwatosa [23-285](#)

## **ADJOURNMENT**

### NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to [tclerk@wauwatosa.net](mailto:tclerk@wauwatosa.net), with as much advance notice as possible.



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-266

**Agenda Date:** 6/6/2023

**Agenda #:** 1.


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### Title



Application for Fireworks User Permit by Jamie Price, Wolverine Fireworks, at the property located at the NW corner of Wauwatosa West High School football field, 11400 W. Center Street, on June 9, 2023 at 7:30 PM and June 10, 2023 at 1:30 PM

Description  
Fireworks "salute" for graduation ceremony on June 9 (approx 7:30 PM). Will execute on NW corner of Wauwatosa West High School football field

Addresses




Main Address(Location)  
11400 CENTER STREET Wauwatosa, WI 53222



GENERAL INFO

Date Requested \*

06/09/2023




Beginning Time

7:30 PM

End Time

7:32 PM

Rain Date



Rain Date Beginning Time

Rain Date Ending Time





Wauwatosa High School Graduation

6/9/2023 at approx. 730-800pm

Product Used: 90-3" Salutes when the students toss grad hats in the air.

Wauwatosa High School Graduation

6/10/2023 at approx. 130-2pm

Product Used: 90-3" Salutes when the students toss grad hats in the air.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2023

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 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).

<b>PRODUCER</b> The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	<b>CONTACT</b> NAME: Janet Nau PHONE (A/C. No. Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com FAX (A/C. No): 425-455-6727														
<b>INSURED</b> Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Co</td><td>10851</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Arch Specialty Insurance Company	21199	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 1082409063

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		SI8GL02099231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00274231	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$			UXP104806301	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Occurrence			SI8EX01908231	2/1/2023	2/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:  
Display Date: 9/22/2023  
Display Location: Wauwatosa West HS Grounds-11400 W Center St, Wauwatosa WI 53222  
Additional Insured(s): Wauwatosa West High School, City of Wauwatosa

**CERTIFICATE HOLDER****CANCELLATION**

Wauwatosa West High School 11400 W. Center St. Wauwatosa WI 53222	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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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Description

Fireworks "salute" for graduation ceremony on June 10 (approx 1:30 PM). Will execute on NW corner of Wauwatosa West High School football field (see a

## Addresses



Main Address(Location)  
11400 Center St Wauwatosa, WI 53222



## GENERAL INFO

Date Requested \*  
06/10/2023



Beginning Time  
1:30 PM

End Time  
1:32 PM

Rain Date



Rain Date Beginning Time

Rain Date Ending Time



Wauwatosa High School Graduation

6/9/2023 at approx. 730-800pm

Product Used: 90-3" Salutes when the students toss grad hats in the air.

Wauwatosa High School Graduation

6/10/2023 at approx. 130-2pm

Product Used: 90-3" Salutes when the students toss grad hats in the air.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2023

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<b>PRODUCER</b> The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	<b>CONTACT</b> NAME: Janet Nau PHONE (A/C. No. Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com FAX (A/C. No): 425-455-6727														
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**COVERAGES**

CERTIFICATE NUMBER: 1144367014

REVISION NUMBER:

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The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:  
Display Date: 6/9/2023, 6/10/2023, 9/22/2023  
Display Location: Wauwatosa West HS Grounds-11400 W Center St, Wauwatosa WI 53222  
Additional Insured(s): Wauwatosa West High School, City of Wauwatosa

**CERTIFICATE HOLDER****CANCELLATION**

Wauwatosa West High School  
11400 W. Center St.  
Wauwatosa WI 53222

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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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b> ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



## Ying Xiong

---

**From:** James MacGillis  
**Sent:** Thursday, May 11, 2023 8:15 AM  
**To:** Mary Weger  
**Cc:** James Morrill; Ying Xiong  
**Subject:** RE: Fireworks permit  
**Attachments:** 6.9.23 - Tosa West High School Graduation fireworks permit app.pdf; 6.10.23 - Tosa West High School Graduation fireworks permit app.pdf

I have reviewed the attached applications and approve, barring any issues from the Fire Department.

Chief MacGillis

---

**Chief James MacGillis**

Wauwatosa Police Department  
1700 N. 116<sup>th</sup> St.  
Wauwatosa, WI 53226

Phone: 414.831.5511  
Fax: 414.479.8447  
Email: [jmacgillis@wauwatosa.net](mailto:jmacgillis@wauwatosa.net)

*Our Vision- To foster a safe and secure community through collaboration, trust and exceptional police service*

---

**From:** Mary Weger <[mweger@wauwatosa.net](mailto:mweger@wauwatosa.net)>  
**Sent:** Thursday, May 11, 2023 8:10 AM  
**To:** James MacGillis <[jmacgillis@wauwatosa.net](mailto:jmacgillis@wauwatosa.net)>  
**Cc:** James Morrill <[jmorrill@wauwatosa.net](mailto:jmorrill@wauwatosa.net)>  
**Subject:** FW: Fireworks permit  
**Importance:** High

Chief – this is a fireworks permit for Tosa West HS Graduation on 6/9 & 6/10.

With this permit being online, Ying is asking you to respond “approved” to this email as your sign off.  
[yxiong@wauwatosa.net](mailto:yxiong@wauwatosa.net)>

Thank you,

---

**Mary Weger**

Administrative Assistant to Chief of Police  
Wauwatosa Police Department  
1700 N 116<sup>th</sup> St  
Wauwatosa, WI 53226

Phone: 414.471.8430 x5101  
Fax: 414.302.4507

## Ying Xiong

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**From:** Barbara Kadrach  
**Sent:** Monday, May 15, 2023 2:47 PM  
**To:** Ying Xiong  
**Cc:** DL-CityHallCityClerk  
**Subject:** RE: Fireworks permit

To Mr. Xiong,

I am the Fire Marshal for Wauwatosa and I approve the firework permit for 3 inch shells with a fallout area of 210 feet in diameter. This fallout area cannot include private residence property. This is for the June 9 and June 10, 2023 at Wauwatosa West High School.

Best Regards,

*Barbara J. Kadrach*

Barbara J. Kadrach  
Assistant Chief – Administration  
Fire Marshal  
Wauwatosa Fire Department  
1601 Underwood Avenue  
Wauwatosa, WI 53213  
[bkadrach@wauwatosa.net](mailto:bkadrach@wauwatosa.net)  
(414) 479-3449 office  
(414) 471-8490 headquarters  
(414) 303-5841 cell



---

**From:** Ying Xiong <yxiong@wauwatosa.net>  
**Sent:** Thursday, May 11, 2023 9:32 AM  
**To:** Barbara Kadrach <bkadrach@wauwatosa.net>  
**Cc:** DL-CityHallCityClerk <DL-CityHallCityClerk@wauwatosa.net>  
**Subject:** FW: Fireworks permit

Good morning Barb,

## Steven Braatz

---

**From:** Joel Tilleson  
**Sent:** Tuesday, May 30, 2023 10:15 AM  
**To:** Steven Braatz  
**Subject:** Fw: Gov Affairs Meeting: Vote No on Graduation Fireworks

Hi Steve, please add this to the agenda packet, thanks.

Ald. Joel Tilleson  
City of Wauwatosa - 5th District

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**From:** BJ Ermenc <bjeblaamke@gmail.com>  
**Sent:** Monday, May 29, 2023 8:24 PM  
**To:** Joel Tilleson; Margaret Arney  
**Cc:** Sean Lowe  
**Subject:** [External] Gov Affairs Meeting: Vote No on Graduation Fireworks

Hello,

I am writing this as a constituent and active voter in the City of Wauwatosa. This is not an official communication from the Commission for Persons with Disabilities, although I am a member of that group.

Please do not support the request for fireworks at the two Wauwatosa graduation events. Why?

1. Where are the funds coming from? My understanding is that we have limited funds at our disposal, especially after passing much needed salary increases.
2. Fireworks, with their loud explosions and bright lights (similar to strobe lights) are injurious to graduates and attendees with intellectual and sensory disabilities, autism, hearing loss, and people who suffer from PTSD.
3. In light of Tosa's strategic goals of inclusivity, fireworks are not justified nor appreciated.

4. This is an example of something that has never been done before for good reason, and should not be done now. Adding fireworks would be a non-inclusive and even damaging precedent to set.

5. My understanding is that this will be the first year that people with mobility impairments will be able to travel the same path as able-bodied graduates thanks to the purchase of new ramps. Let's not undercut this excellent step forward by ignoring the needs of people with other types of disabilities.

I plan to attend this meeting via Zoom and ask that public input be allowed so I may state these reasons for everyone to hear and to be part of the public record.

Thank you,  
BJ Ermenc

--

BJ (Elizabeth) Ermenc (she/her)

*Advocate - Speaker - Catalyst*

Member:

Hearing Loss Association of America

Milwaukee County Falls Prevention Coalition

Wauwatosa Commission for Persons with Disabilities

Wisconsin Council for the Deaf and Hard of Hearing

[bjehLAamke@gmail.com](mailto:bjehLAamke@gmail.com)

Mobile: 414-477-1792

[HLAA National Website](#)

## Steven Braatz

---

**From:** Joel Tilleson  
**Sent:** Tuesday, May 30, 2023 5:43 PM  
**To:** Steven Braatz  
**Subject:** Fwd: [External] Fireworks at Graduation Ceremonies

Steve, please add to the file, thanks

Begin forwarded message:

**From:** Nancy Hall <nancyhallatr@gmail.com>  
**Date:** May 30, 2023 at 5:40:37 PM CDT  
**To:** Joel Tilleson <jtilleson@wauwatosa.net>, Joseph Makhoulf II <jmakhoulf@wauwatosa.net>  
**Subject:** [External] Fireworks at Graduation Ceremonies

For the 5/30/23 Government Affairs Committee

I'm writing in opposition to the proposed use of fireworks at the commencement ceremonies for the Wauwatosa high schools. There will be students graduating who have sensory disabilities, autism, anxiety disorders, PTSD, and other disabilities that may make fireworks intolerable. This is a public ceremony held expressly to honor these students. They have a right to a commencement free of fireworks and other stimuli that might trigger symptoms.

Nancy Hall ATR BC, ATRL, Psychotherapist with License to Practice Art Therapy  
622 W North Ave.  
Wauwatosa, WI 53213

Commissioner for Wauwatosa Commission for Persons with Disabilities  
Commissioner for Wauwatosa Equity and Inclusion Commission



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-269

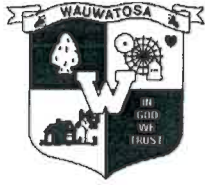
**Agenda Date:** 6/6/2023

**Agenda #:** 2.

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### Title

Application for temporary extension of licensed premises by Ray's Growler Gallery, LLC, d/b/a Ray Growler Gallery, 8930 W. North Avenue for the BB Cakes Cookie Eating Contest and Summer Market event on July 9, 2023 from 12-4 PM



**CITY OF WAUWATOSA**

7725 WEST NORTH AVENUE  
WAUWATOSA, WI 53213  
Telephone: (414) 479-8917  
Fax: (414) 479-8989  
www.wauwatosa.net

City Clerk's Office

Received by

MAY 18 2023

City Clerk's Office

**LIQUOR LICENSE EXTENSION APPLICATION**

Date 5/17/23

Applicant: Sara Laev Phone Number: [REDACTED]

Email Address: [REDACTED] WI Driver's License # [REDACTED]

D/B/A: Rays Growler Gallery

Business Address: 8930 W. North Ave. Suite G

Date(s) and time(s) of event: Sunday, July 9th 12pm- 4pm

Description / explanation of proposed extension area: BB cakes cookie eating contest  
plus local vendors and artists selling their goods  
in half of our parking lot.

**01-311-4100-000**

**FEE:** \$ 75.00 For period of each event

Fee Paid on: 5/18

Approval: \_\_\_\_\_

[Signature]

Applicant Signature

1/2020



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-271

**Agenda Date:** 6/6/2023

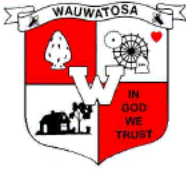
**Agenda #:** 3.

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### Title

Application for Special Event Permit - Applicant: Wauwatosa Village BID; Event Name: Tour of America's Dairyland; Location: State Street, N. 72nd Street, Blanchard Street, Wauwatosa Avenue, Harwood Avenue; Date/Time: June 25, 2023, 7 AM-9 PM






**CITY OF WAUWATOSA**  
7725 West North Avenue  
Wauwatosa, WI 53213  
(414) 479-8917  
[www.wauwatosa.net](http://www.wauwatosa.net)

**SPECIAL EVENT PERMIT  
APPLICATION**  
Fee: \$150

**PERMIT TO HOST A STREET FESTIVAL, RUN/WALK, PROTEST, OR PARADE**

<b>Organization Information</b>	<b>Name of the Organization:</b> Wauwatosa Village BID
	<b>Address:</b> 7603A W. State St. <b>City, ST Zip:</b> Wauwatosa, WI 53213
	<b>Phone:</b> 414-297-9285 <b>Are you a 501(c)3 organization?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No
	<b>Event Contact Person:</b> Rob Kos
	<b>Phone:</b> [REDACTED] <b>Email:</b> [REDACTED]
	<b>Home Address:</b> [REDACTED] <b>City, ST Zip:</b> [REDACTED]
<b>Event Information</b>	<b>Name of Event:</b> Tour of Americas Dairyland
	<b>Date(s) of Event:</b> Sunday, June 25, 2023
	<b>Location of Event:</b> Village of Wauwatosa - State St., Harmones Ave., Wauwatosa Ave., Bl... Underwood
	<b>Event set up time:</b> 7am <b>Event tear down time:</b> 9pm
	<b>Event Start Time:</b> 10:30am <b>Event End Time:</b> 8:30pm
	<b>Website of Event:</b> <a href="http://www.wauwatosavillage.org">www.wauwatosavillage.org</a>
<b>Other Information</b>	Will your event take place in a residential neighborhood? <input checked="" type="radio"/> Yes <input type="radio"/> No
	You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, the direction of the route, including all turns and the number of traffic lanes to be used.
	*If you are using a City Park, you must reserve the park through the Parks Office prior to getting your special event permit approved by the Common Council. Call 414-471-8420 or email <a href="mailto:DPW@wauwatosa.net">DPW@wauwatosa.net</a> .
	Generally describe your event and its purpose: Tour of Americas Dairyland is a professional bike race held on the Village streets. There is also a kids race. Spectators line the streets.
<b>Other Information</b>	Estimated Number of Participants: 200 Spectators: 750 Vendors: 6
	<b>Run/Walk Routes and Fees:</b> If event is a walk/run, choose a route. This includes police costs, barricades and up to 12 refuse or recycling containers to be placed at start/finish lines and may be moved for the event. Please note that route fees are the base price of the event and may include other fees, such as extra or special barriers for safety, extra work fees for involved city departments, extra permits or application fees, or other special circumstances. <input type="radio"/> <a href="#">Route #1</a> <input type="radio"/> <a href="#">Route #2</a> <input type="radio"/> <a href="#">Route #3</a> <input type="radio"/> <a href="#">Route #4</a> <input type="radio"/> <a href="#">Route #5</a> <input type="radio"/> <a href="#">Route #6</a> <input type="radio"/> <a href="#">Route #7</a> <input type="radio"/> <a href="#">Route #8</a> <input type="radio"/> <a href="#">Route #9</a> <input type="radio"/> <a href="#">Route #10</a>
<b>Other Information</b>	Will there be any alcohol served/sold at the event? If yes, <a href="#">liquor and bartender licenses</a> are necessary under separate application. <input checked="" type="radio"/> Yes <input type="radio"/> No

Other Information (Cont'd)	Please list the number of City of Wauwatosa licensed bartenders that will be on site: <u>4</u>	
	Will you be selling/serving food? If yes, you will need to contact the City of Wauwatosa Health Department for proper permits	<input checked="" type="radio"/> Yes <input type="radio"/> No
	Will merchandise be sold at the event? If yes, please ensure that all vendors have their Wisconsin Seller's Permit available upon inspection.	<input type="radio"/> Yes <input checked="" type="radio"/> No
	Will your event need electricity? If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.	<input checked="" type="radio"/> Yes <input type="radio"/> No
	Will you be setting up any lighting? If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.	<input type="radio"/> Yes <input checked="" type="radio"/> No
	Will your event require any fencing? If yes, please provide plans for the fencing location and the gates.	<input type="radio"/> Yes <input checked="" type="radio"/> No
	Does the event involve fireworks? If yes, you will need to obtain a <a href="#">fireworks permit</a> under separate application.	<input type="radio"/> Yes <input checked="" type="radio"/> No
	Does the event involve amplified music?	<input type="radio"/> Yes <input checked="" type="radio"/> No
	If yes, will the amplified music be a: <input type="radio"/> Band <input type="radio"/> DJ <input type="radio"/> Other _____ Hours of Amplified Music: _____	
	Please list the number of security staff you will be providing for the event: <u>Many volunteers &amp;</u>	
	Will you require street and/or intersection closures? If yes, the Police Department will determine the number of barricades, and the Department of Public Works will provide the costs and schedule of delivery and pickup.  If yes, please list the streets and/or intersections to be closed. See attached map	<input checked="" type="radio"/> Yes <input type="radio"/> No
	Will you be erecting any tents, canopies or other temporary structure(s)? If yes, you will need to provide a plan for their proposed locations and the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.	<input type="radio"/> Yes <input checked="" type="radio"/> No
	Will you be providing portable restrooms and wash stations?  If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of? See attached map. Set up June 23. Pick up June 26.	<input checked="" type="radio"/> Yes <input type="radio"/> No
	Will you provide parking for participants?  If yes, where will parking be available? Public parking.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Other Information (Cont'd)	Will you provide a dumpster/clean-up services? <input checked="" type="radio"/> Yes <input type="radio"/> No  If yes, please describe your clean-up and refuse collection plan. See attached map. Drop off June 23. Pick up June 26.
	What other assistance do you foresee needing from the City (personnel, materials, and/or equipment)? Road closures. Garbage and recycling bins and bags. 25 of each please. Drop in Blanchard St. parking lot.  Have you reviewed and do you have a copy of the City of Wauwatosa Special Events Manual as well as the City Special Events Ordinance? <input checked="" type="radio"/> Yes <input type="radio"/> No
	Insurance Requirements TBD <b>*Certificate of Insurance is required upon submittal of the application.</b>
Signature and Certification	<input checked="" type="radio"/> I hereby certify that the above information is true and correct to the best of my knowledge. I understand that failure to provide truthful, complete or correct information may lead to denial of this license.  Signature:  Date: 4/17/2023

FOR OFFICE USE ONLY	
TBD	

### **Applicant's Checklist:**

**Application is incomplete without the completed and signed application, \$150 application fee, COI, a map/sketch of the event and a parking plan. Incomplete applications will not be accepted or processed.**

- ☐ Completed and signed application
- ☐ Fee – cash, check or credit card accepted. Please make check payable to the City of Wauwatosa. A small convenience fee applies to credit card payments.
- ☐ Site plan sketch (parades/races should include start/end points).
- ☐ Parking plan that accommodates the number of estimated vehicles, please note how many vehicles.
- ☐ Certificate of Insurance (must have a minimum liability of \$1 million per occurrence and name the City of Wauwatosa and its employees as an additional insured).
- ☐ If the tents will be 400 sq. ft. or more, you have to file a separate [Tent Permit through Fire Department](#)
- ☐ If you plan fireworks, you have to file a separate [Fireworks Permit](#) through the Fire Department
- ☐ Plan to notify affected residents/businesses.

## **Applicant/Organizer Notification**

Special Event permit applicants/organizers shall be aware of and comply with the following. A summary is below and more specific information may be obtained by reading the Special Event ordinance or by contacting individual City departments when planning the event and seeking City approval.

- a) **Compliance with City Ordinances:** Special Events must comply with all applicable City ordinances and requirements, including but not limited to traffic rules, park rules, State health laws, fire codes, building codes, zoning, food service, merchant, and liquor licensing requirements. Special Event organizers shall use all reasonable efforts to ensure compliance of participants/attendees with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes, and other licensing requirements, unless otherwise waived.
- b) **Designated Contact:** The applicant/organizer shall identify a designated individual who can be contacted at any time regarding the event. They may be contacted by City representatives such as the Police, Fire, Health, Parks, Public Works, or City Attorney's Office to provide information or answer questions.
- c) **Duration and Hours of Operation:** No Special Event shall be open except between the hours of 8:00 a.m. and 12:00 a.m., unless such other hours of operation are specifically approved by the Council.
- d) **Parking:** The applicant/organizer shall take all reasonable precautions to minimize adverse effects on the neighborhoods that will be directly affected by parking and traffic related to the event. The police department shall post temporary parking-related regulations on public streets for Special Event only if it is determined to be necessary by the Police Chief, or their designee, for public safety.
- e) **Sanitary Facilities and Potable Water:** All sanitary facilities and potable water facilities shall be provided for as required in the applicable codes.
- f) **Illumination:** If the Special Event is to continue during hours of darkness, it shall comply with all applicable codes related to illumination.
- g) **Fire Dept. Protection:** All fire protection applicable to the Special Event activities on the premises, shall be provided by the applicant as required by the municipal Fire Prevention Code and the Wisconsin Administrative Code, including alarms, extinguishing devices, fire lanes, fire escapes and tent permits.
- h) **Refuse Removal:** The Special Event applicant/organizer shall be responsible for taking all reasonable efforts to pick up litter, refuse and recycling during the event, and for removing all litter, refuse and recycling created during the event within twenty-four (24) hours after the conclusion of the event. The event applicant/organizer is responsible not only for the event grounds, but will also take all reasonable measures for the removal of litter, refuse and recycling attributable to the event from the surrounding neighborhoods and properties. Refuse and recycling containers are available for rent from the City. Special Event:  
Applicant/Organizer Notification Form modified: 04/27/18
- i) **Notification:** The Special Event applicant/organizer is required by the City to provide reasonable advance notice to property owners, residents and/or businesses. The Special Event organizer shall include date, time, and location/route to all properties that border the location of the planned event and any other areas designated by the Police Department at least ten business days in advance of the special event.

notification prior to its delivery to property owners, residents and/or businesses as described above.

- j) **Glass Containers Prohibited:** No person shall carry, possess, or drink any liquid beverage in a glass container while at a Special Event that receives a temporary liquor license. This applies during the time a Special Event permit is in force.

Note: authorized vendors may be required by law to maintain the product in original glass containers. In this case, prior to servicing a customer the liquid contents should be put into a non-glass beverage container.

- k) **Cancellation:** The City may cancel or suspend a Special Event regardless of whether or not a permit has been issued, without prior notice for any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition that would place facilities, grounds, or other natural resources at risk of damage or destruction if the event were permitted to take place.

Any Special Event permit applicant aggrieved by a decision of the City staff with respect to cancellation/suspension of an application, imposition of conditions or determination of the extraordinary fees may, upon written request to the City Clerk, have the decision reviewed by the Government Affairs Committee of the Common Council prior to an event's scheduled date. Such review and determination of the Committee shall constitute final action.

- l) **Penalties:** In addition to other potential fines, penalties, and/or charges as described in the Wauwatosa Municipal Code, the violation of the terms of the Special Event permit shall be punishable by forfeiture of not less than \$500.00 and not more than \$1,000.00. Each day of violation shall be considered a separate offense. In addition, the City may enforce this section by way of immediately revoking the permit, seeking injunctive relief, and all other remedies available at law and in equity.

The penalties set forth herein shall also apply to all persons, organizations, and entities that organize events which are required to obtain a Special Event permit but fail or refuse to do so. If any person violates any provision of this Ordinance, the City shall have the authority to institute the appropriate legal action or proceedings to ensure compliance and to thereby prohibit such person from violating these conditions.

The failure to obtain a Special Event permit before holding or conducting a Special Event, or the failure to abide by Special Event permit requirements, will constitute a violation of this section and may result in the termination of the event, denial of future permit applications, and/or issuance of a City Ordinance citation.

### **Approval Procedure:**

- TBD



# Special Events Staff Review

Departmental Review based on application

Form modified: 1/1/2020

DEPARTMENT	PERMIT REVIEWED BY	DATE	COST TO DEPARTMENT
POLICE			
FIRE			
PUBLIC WORKS			
HEALTH			
ATTORNEY			

Extra permits required (Please save in shared folder)

Yes No

## Department Notes:

*Please save over the existing document after each department reviews and adds notes.*

### Police:

<Add Comments Here>

### Fire:

<Add Comments Here>

### Public Works:

<Add Comments Here>

### Health:

<Add Comments Here>

### Attorney:

<Add Comments Here>

### City Clerk:

<Add Comments Here>

The following event costs have been reviewed and approved

Monday, May 15, 2023

Public Works Operations Superintendent  
Jason Blasiola

2:34:20 PM

Event Date	Event Name	Barricade Fee	Sign Fee	City Waste/Recycle Bin Fee	Delivery Fee	Sign Tech inspection Fee	Route Fee (Includes DPW and PD Costs)	Tourism Total	Event Cost	Notes
6/25/2023	Tour of Americas Dairyland	\$82.00	\$0.00	\$250.00	\$360.00	\$0.00	\$0.00	\$0.00	\$872.00	Extra \$180 delivery charge for over 24 bins Mix of large and small bins

Event Location

Village of Wauwatosa

Number of Barricades

41

Number of Signs

0

Number of Trash Bins

25

Number of Recycle Bins

25

Event Route

None

Other Unspecified Fee

\$180.00

See the notes section for further explanation of this fee

Barricade Fee Info:  
The barricade fee is

\$2.00

per barricade

Sign Fee Info:  
The sign fee is

\$2.00

per sign

City Waste/Recycle Bin Fee Info: The bin fee is

\$5.00

per waste/recycle bin

Tourism Reimbursement Info:  
Tourism Reimbursement Funds will be split evenly between barricades and waste/recycle bins



## Road closures



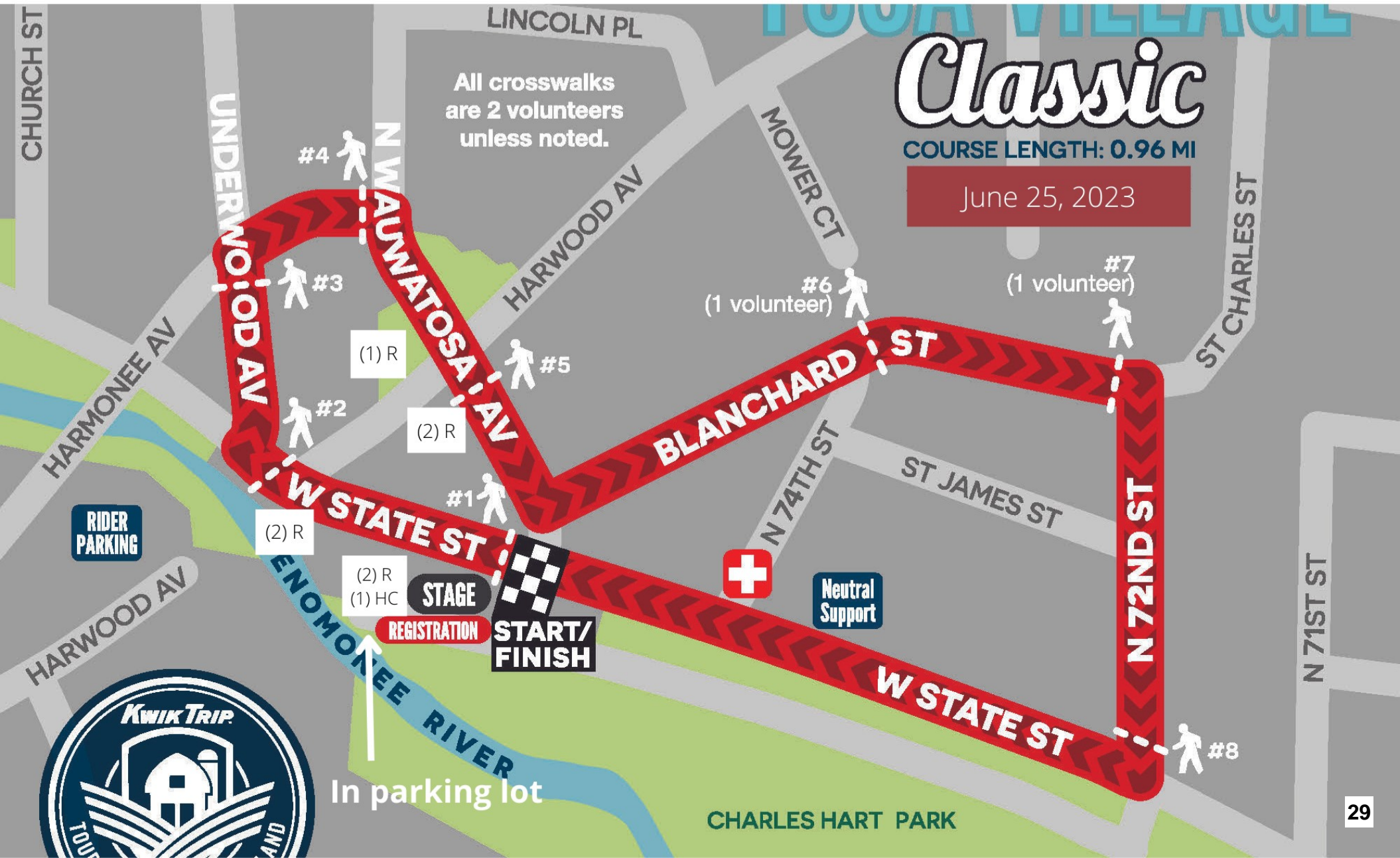


# Wauwatosa - June 25, 2023 - TOAD - Port a Potty locations

(7) R = Regular

(1) HC = Handicap

**All with hand sanitizers inside**



# Wauwatosa - June 25 - TOAD - Garbage & Recycling locations

## Dumpster in Blanchard St. parking lot







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2023

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).

<b>PRODUCER</b> <b>PHILLEO AGENCY INSURANCE INC</b> 12555 W Burleigh Rd Brookfield, WI 53005	<b>CONTACT NAME:</b> Jeanne Grisetti <b>PHONE (A/C, No, Ext):</b> (262)432-4200 <b>E-MAIL ADDRESS:</b> jeanne@philleo.com <b>FAX (A/C, No):</b> (262)432-4201
<b>INSURED</b>  Village of Wauwatosa Business Improvement District 7603A W State St Wauwatosa, WI 53213	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Secura <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 22543

**COVERAGES****CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3332776	11/10/2022	11/10/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>Excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3332776	11/10/2022	11/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$			3332777	11/10/2022	11/10/2023	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ 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)

Event: Tour of Americas Dairyland: June 25, 2023 - Village of Wauwatosa, 53213 (Street bike race)

City of Wauwatosa and its employees are additional insured in regards to the contract with the above named insured.

**CERTIFICATE HOLDER****CANCELLATION**City of Wauwatosa  
7725 W North Ave,  
Wauwatosa, WI 53213

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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# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-274

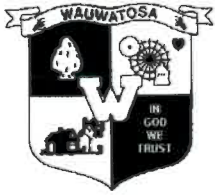
**Agenda Date:** 6/6/2023

**Agenda #:** 4.

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### Title

Application for temporary extension of licensed premises by DRI 7 Tosa Village LLC, d/b/a Cafe Hollander, on June 25, 2023, 9 AM-8:30 PM, to include a beer tent in the area of the existing outdoor tables



CITY OF WAUWATOSA  
7725 WEST NORTH AVENUE  
WAUWATOSA, WI 53213  
Telephone: (414) 479-8917  
Fax: (414) 479-8989  
www.wauwatosa.net

City Clerk's Office

## LIQUOR LICENSE EXTENSION APPLICATION

Date 4.06.2023

Applicant: DRI 7 TOSA VILLAGE LLC Phone Number: 414.223.4100 x101

Email Address [REDACTED]

D/B/A: CAFE HOLLANDER

Business Address: 7677 W STATE STREET WAUWATOSA, WI 53213

Date(s) and time(s) of event: 06.25.2023 9AM-8:30 PM TDAD

Description / explanation of proposed extension area: TOUR OF AMERICAS DAIRYLAND  
BIKE RACE. REMOVE EXISTING SIDEWALK TABLES ON NORTH  
WALL & SET UP BEER TENT.

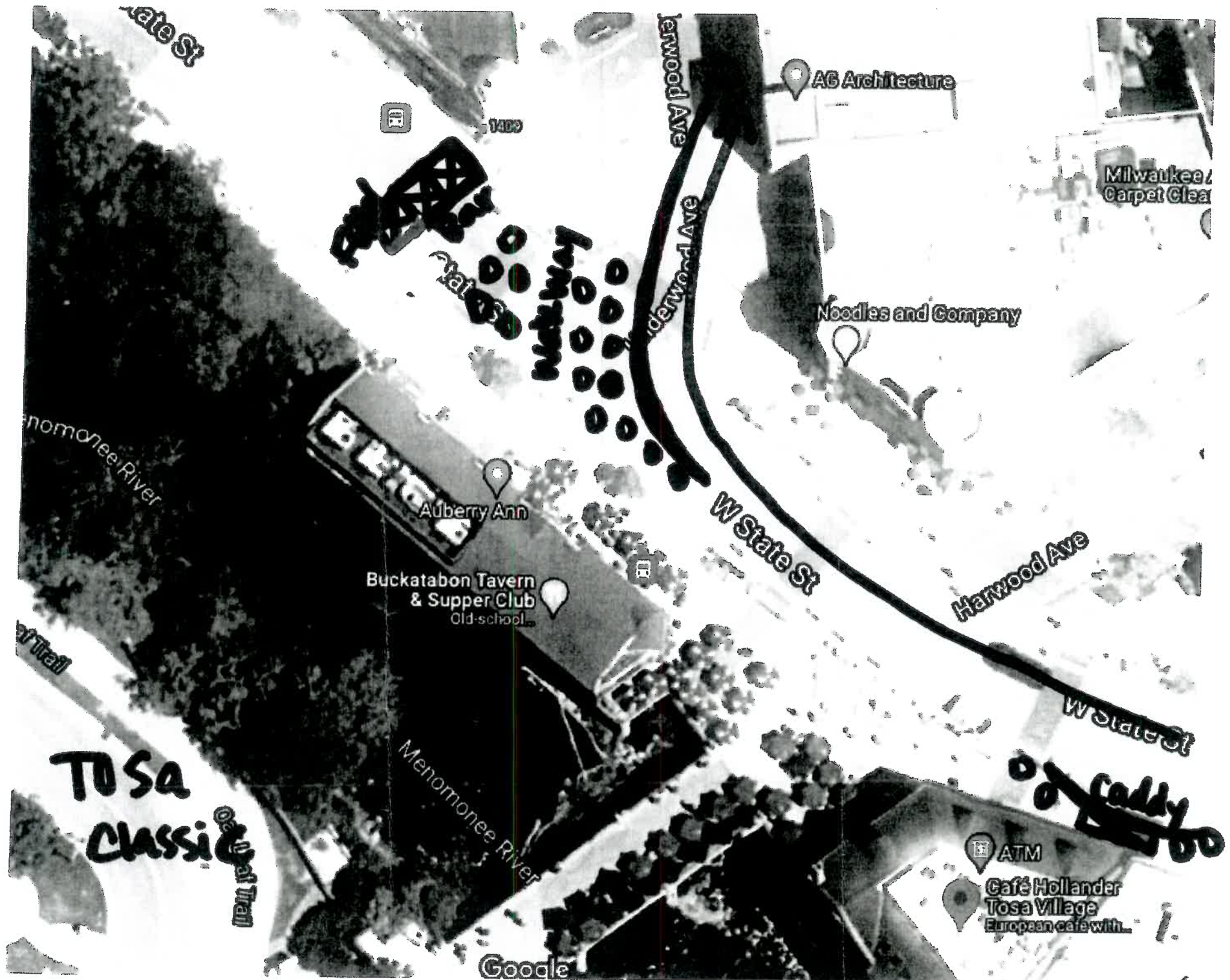
01-311-4100-000

**FEE:** \$ 75.00 For period of each event

Fee Paid on: \_\_\_\_\_

Approval: \_\_\_\_\_

Natalie Schumaker  
Applicant Signature





# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-276

**Agenda Date:** 6/6/2023

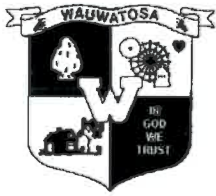
**Agenda #:** 5.

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### Title

Application for temporary extension of licensed premises by Lowlands 6 LLC, d/b/a Buckatabon Tavern & Supperclub, on June 25, 2023, 9 AM-8:30 PM, to include a beer tent on State Street north, slightly west of the building





CITY OF WAUWATOSA  
7725 WEST NORTH AVENUE  
WAUWATOSA, WI 53213  
Telephone: (414) 479-8917  
Fax: (414) 479-8989  
www.wauwatosa.net

City Clerk's Office

## LIQUOR LICENSE EXTENSION APPLICATION

Date 4.06.2023

Applicant: LOWLANDS 6 LLC Phone Number: 414.223.4100 x101

Email Address [REDACTED]

D/B/A: BUCKATABON TAVERN & SUPPER CLUB

Business Address: 7700 HARWOOD AVE WAUWATOSA, WI 53213

Date(s) and time(s) of event: 6.25.2023 9AM-8:30 PM TDAD

Description / explanation of proposed extension area: TOUR OF AMERICAS DAIRYLAND  
BIKE RACE. SET UP TENT FOR BAR/FOOD ON STATE STREET  
NORTH, SLIGHTLY WEST OF BUILDING.

01-311-4100-000

**FEE:** \$ 75.00 For period of each event

Fee Paid on: \_\_\_\_\_

Approval: \_\_\_\_\_

Natalie Schumaker  
Applicant Signature







# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-279

**Agenda Date:** 6/6/2023

**Agenda #:** 6.

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**Title**

Consideration of Class A/B/C alcohol license renewal applications for the 2023-2024 license period



# CLERK'S OFFICE MEMO

To: **Government Affairs Committee**

From: **Steven A. Braatz, Jr., City Clerk**

Meeting Date: **May 30, 2023**

Subject: **Consideration of Class A/B/C alcohol license renewal applications for the 2023-2024 license period**

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## A. Issue

Attached is the list of alcohol licensees that submitted applications thru May 22, 2023 and are ready for approval.

## B. Qualifications

Criminal background checks were conducted on all agents listed on the applications. There were no violations that were substantially related to licensing activities and/or no habitual offenses. The Agents met all other qualifications.

## C. Department Reviews

- Police Department: No issues.
- Fire Department: No issues.
- Health Department: No issues.
- Finance: Any outstanding personal property or real estate taxes shall be paid in full prior to issuance.

## D. Notable Mentions

The following businesses have communicated to us that they have chosen not to renew:

- Adriatic Seafood and Steak – Class B Beer and PEDD Liquor
- Tosa Block Party – Class B Beer and Class C Wine

The following business have new Agents:

- Blue Ribbon Pub, LLC, Jackson's Blue Ribbon Pub, Nicole Roca – Agent, 11302 W. Blue Mound Rd.
- Le Reve Patisserie & Café LLC, Le Reve Patisserie & Café, Andrew Schneider – Agent, 7610 Harwood Ave.
- Mega Marts, LLC, Pick 'N Save #416, Tianna Samp – Agent, 1717 N. Mayfair Rd.
- Red Lobster Hospitality LLC, Red Lobster #0150, Nicolasa Flores – Agent, 2801 N. Mayfair Rd.
- Rice N Roll Inc, Kin By Rice N Roll, Pramoth Lertsinsongserm – Agent, 7484 W. State St.
- Texas de Brazil (Milwaukee) Corporation, Texas de Brazil, Roberto Bastida – Agent, 2550 N. Mayfair Rd.
- The Thirsty Duck LLC, Hermanas, Gabriella Zierath – Agent, 11320 W. Blue Mound Rd.
- Wisconsin CVS Pharmacy, L.L.C., CVS Pharmacy #8771, Angela Stevenson – Agent, 7520 W. Blue Mound Rd.



# CLERK'S OFFICE MEMO

There are 23 licensees that applied after May 22, 2023 or have yet to apply.

## **E. Requested Actions**

If acceptable, recommend the Common Council grant the renewal Class A/B/C alcohol licenses pursuant to the attached list for the 2023-2024 license period.

**LIST OF ALCOHOL BEVERAGE LICENSE RENEWALS  
FOR THE 2023-2024 LICENSE PERIOD**

**CLASS “B” BEER ONLY - RENEWAL**

1. Airport Pizza Roc, Inc., Rocky Rococo Pan Style Pizza, Earl Rambo – Agent, 11319 W. Blue Mound Rd.
2. Lion’s Tail Brewing Co. LLC, Lion’s Tail Brewing Co., Alexander Wenzel – Agent, 8520 W. North Ave.

**CLASS “B” BEER AND “CLASS B” LIQUOR - RENEWAL**

1. 6930 Bar LLC, Walter's on North, Jasmine O'Brien – Agent, 6930 W. North Ave.
2. Alioto’s Restaurant, Inc., Alioto’s Restaurant, Thomas Warren – Agent, 3041 N. Mayfair Rd.
3. American Multi-Cinema, Inc., AMC Theatres Mayfair 18, Matthew Stadler – Agent, 2500 N. Mayfair Rd.
4. AMF Bowling Centers, Inc, AMF Bowlero Lanes, Joey Reyes – Agent, 11737 W. Burleigh St.
5. Anna-Bart LTD, Ristorante, Bartolotta, Christian Damiano – Agent, 7616 W. State St.
6. Arbed Tosa 100, LLC, Mo’s Irish Pub, James Vassallo – Agent, 10842 W. Blue Mound Rd.
7. Blue Mound Golf & Country Club, Blue Mound Golf & Country Club, Keith Gressle – Agent, 10122 W. North Ave.
8. Blue Ribbon Pub, LLC, Jackson’s Blue Ribbon Pub, Nicole Roca – Agent, 11302 W. Blue Mound Rd.
9. Ca’Lucchenzo LLC, Ca’Lucchenzo, Sarah Baker – Agent, 6030 W. North Ave.
10. Club Tap LLC, Club Tap, Nicole Sommerfeld – Agent, 8828 W. North Ave.
11. Craftspot LLC, Grey House Creative Market, Jennifer Schultz – Agent, 628 W. State St.
12. Decade Mayfair LLC, Jimmy’s Island Grill & Iguana Bar, Charles Sullivan – Agent, 2303 N. Mayfair Rd.
13. Eats Enterprises, Inc, Hector’s A Mexican Restaurant, Daniel Van Roy – Agent, 7118 W. State St.
14. Eddie Martini’s Enterprises, Inc, Eddie Martini’s, Christopher Murphy – Agent, 8612 Watertown Plank Rd.
15. Footbowl LLC, 1<sup>st</sup> and Bowl, Timothy Johnson – Agent, 2969 N. 114th St.
16. Golden Nest LLC, Golden Nest Pancake & Café, Sklkin Saliu – Agent, 11250 W. Burleigh St. #120
17. Harwood Place Inc, Harwood Place, Ryan Ptacek – Agent, 8220 Harwood Ave.
18. JOFMO LLC, Lucky Joes Alchemy & Eatery, Jarod Packard – Agent, 1427 Underwood Ave.
19. Jojo’s Martini Lounge LLC, Jojo’s Martini Lounge, John Robinson – Agent, 418 N. Mayfair Rd. Ste C
20. Jose’s of Wauwatosa, Inc, Jose’s Blue Sombrero, George Flees – Agent, 7615 W. State St.
21. Kalgidhar Corporation, India Garden, Charnjit Bolla – Agent, 2930 N. 117th St.
22. Kella Bella LLC, Arté Wine & Painting Studio, Kelly Cannizzaro – Agent, 1442 Underwood Ave.
23. Leff’s Lucky Town, LLC, Leff’s Lucky Town, Christopher Leffler – Agent, 7208 W. State St.
24. Lost Brave LLC, Draft & Vessel Tosa, Nathaniel Davauer – Agent, 7479 Harwood Ave.
25. Maggiano's Holding Corp, Maggiano’s Little Italy, Lena Staves – Agent, 2500 N. Mayfair Rd.
26. Maggios Wood Fired Pizza LLC, Maggios Wood Fired Pizza, Jeremy Maggio – Agent, 7212 W. North Ave.
27. Moaltd, Inc, Balistreri’s Italian/American Ristorante, Thomas Siever – Agent, 812 N. 68th St.
28. P.F. Chang's China Bistro, Inc. P.F. Chang's China Bistro, Kirsten Kessler – Agent, 2500 N. Mayfair Rd.
29. Perfecto Restaurant Group 2 Inc, Habanero’s Mexican Kitchen, Angel-Gabriel Melendez – Agent, 869 N. Mayfair Rd.
30. Pizzeria Piccola LLC, Pizzeria Piccola, Christian Damiano – Agent, 7606 W. State St.
31. Ray's Growler Gallery, LLC, Ray's Growler Gallery, Anthony Marble – Agent, 8930 W. North Ave.
32. RAZ Hospitality Group, Allys Powerhouse Café, Rodney Zimmerman – Agent, 10460 W. Innovation Dr.
33. Red Lobster Hospitality LLC, Red Lobster #0150, Nicolasa Flores – Agent, 2801 N. Mayfair Rd.
34. Sodexo Management, Inc, Luther Manon, Bruce Johnson – Agent, 4545 N. 92nd St.
35. Sonesta International Hotels Corp, Sonesta Milwaukee West, Michael Falkenstein – Agent, 10499 Innovation Dr.
36. The Cheesecake Factory Restaurants, Inc., The Cheesecake Factory, Steve Shirvinski – Agent, 2350 N. Mayfair Rd.
37. The Village Cheese Shop LLC, The Village Cheese Shop, Sabina Magyar – Agent, 1430 Underwood Ave.

**CLASS “B” BEER AND RESERVE “CLASS B” LIQUOR - RENEWAL**

1. AHTRST Concessions LLC, SpringHill Suites Wauwatosa, Adam DeLude – Agent, 10411 W. Watertown Plank Rd.
2. Bamboo Door, Wauwatiki, Panagiotis Panagos, Jr. – Agent, 6502 W. North Ave.
3. BelAir Cantina Tosa, Inc, BelAir Cantina Tosa, Kristyn Eitel – Agent, 6817 W. North Ave.
4. Brett’s Brats LLC, Highland Café, Sandra Murphy – Agent, 1413 N. 60<sup>th</sup> St



5. Camp Bar Inc, Camp Bar, Paul Hackbarth – Agent, 6600 W. North Ave.
6. Cello's Pizzeria LLC, BB's Pizza Bar, Mario Balistreri – Agent, 7237 W North Ave.
7. Crafty Cow Tosa LLC, Crafty Cow, Simone Gaspar – Agent, 6519 W. North Ave.
8. DRI 7 Tosa Village LLC, Café Hollander, Eric Wagner – Agent, 7677 W. State St.
9. Ferch's Crafthouse LLC, Ferch's Crafthouse Grille, Rebecca Henningsen – Agent, 418 N. Mayfair Rd.
10. Friends of Hoyt Park & Pool, Friends of Hoyt Park & Pool, Kathleen Slawski – Agent, 1800 N. Swan Blvd.
11. Hospitality Franchise Group LLC, Il Mito Enoteca, Maricela Feker – Agent, 6913 W. North Ave.
12. Good City Brewing LLC, Good City Brewing, David Dupee – Agent, 11200 W. Burleigh St.
13. Heritage Inn of Sacramento, Homewood Suites Wauwatosa, John Porior – Agent, 11320 W. Burleigh St.
14. Le Reve Patisserie & Café LLC, Le Reve Patisserie & Café, Andrew Schneider – Agent, 7610 Harwood Ave.
15. Lowlands 6, LLC, Buckatabon Tavern & Supperclub, Eric Wagner – Agent, 7701 Harwood Ave.
16. Mega Marts, LLC, Metro Market #885, David Kien – Agent, 6950 W. State St.
17. Nordstrom, Inc, Nordstrom Ruscello, Lisa Becker – Agent, 2424 N. Mayfair Rd.
18. PM Food Service LLC, North Avenue Grill, Michael Topolovich – Agent, 7225 W. North Ave.
19. San Camillo, Inc, San Camillo, Lisa Harsch – Agent, 10200 W. Blue Mound Rd.
20. The Thirsty Duck LLC, Hermanas, Gabriella Zierath – Agent, 11320 W. Blue Mound Rd.
21. Tosa Hotel LLC, Residence Inn by Marriott, Anthony Beer – Agent, 1300 Discovery Pkwy.
22. Whole Foods Market Group Inc, Whole Foods Market, Michael Strohl – Agent, 11100 W. Burleigh St.
23. Za Man 2 LLC, Pizza Man Wauwatosa, Kaelyn Cervero – Agent, 11500 W. Burleigh St.

#### **CLASS "B" BEER AND "CLASS B" LIQUOR PREMIER ECONOMIC DEVELOPMENT - RENEWAL**

1. Crafty Crab Wauwatosa Inc., Crafty Crab, Hong Lin – Agent, 11340 W. Burleigh St.

#### **CLASS "B" BEER AND "CLASS B" OVER-THE-QUOTA EXEMPT - RENEWAL**

1. Texas de Brazil (Milwaukee) Corporation, Texas de Brazil, Roberto Bastida – Agent, 2550 N. Mayfair Rd.

#### **CLASS "B" BEER AND "CLASS C" WINE - RENEWAL**

1. Aladdin Food Management Services, LLC, Aladdin Food Management Services, Frank Galindo – Agent, 8701 Watertown Plank Rd.
2. Joys Ice Cream, LLC, Joys Ice Cream Social, Elizabeth Joy – Agent, 8334 W. North Ave.
3. Little Village Play Café LLC, Little Village Play Café, Abigail Gilman – Agent, 6505 W. North Ave.
4. Munshe Foods LLC, Midtown Grill, Pamela Shearer – Agent, 8913 W. North Ave.
5. Rice N Roll Inc, Kin By Rice N Roll, Pramoth Lertsinsongserm – Agent, 7484 W. State St.

#### **CLASS "A" BEER AND "CLASS A" LIQUOR - RENEWAL**

1. Aldi Inc. (Wisconsin), Aldi #11, Paul Lee – Agent, 12120 W. Burleigh St.
2. Badesha Corporation, Tosa Liquor, Manjinder Singh – Agent, 6607 W. North Ave.
3. Kwik Trip Inc, Kwik Trip Spirits 523, Katie Draeger – Agent, 11712 W. North Ave.
4. Mega Marts, LLC, Pick 'N Save #416, Tianna Samp – Agent, 1717 N. Mayfair Rd.
5. Meijer Stores Limited Partnership, Meijer Store #277, Robert Maynard – Agent, 11111 W. Burleigh St.
6. Metcalfe Foods-Tosa Inc, Metcalfe Markets, Kevin Metcalfe – Agent, 6700 W. State St.
7. Naisha Spirits LLC, Breeze Thru Wine & Spirits, Tusher Davidasrao Kolhe – Agent, 11104 W. Bluemound Road
8. North Avenue Beer and Liquor LLC, Buy Rite Liquor, Parkash Kaur – Agent, 6002 W. North Ave.
9. Outpost Natural Foods Cooperative, Outpost Natural Foods, Edward Senger – Agent, 7000 W. State St.
10. Ray's Wauwatosa, Inc., Ray's Wine & Spirits, Anthony Marble – Agent, 8930 W. North Ave.
11. Sendik's – Wauwatosa LLC, Sendik's Food Markets, Theodore Balistreri – Agent, 8616 W. North Ave.
12. Target Corporation, Target Store T-2586, Horace Gant – Agent, 3900 N. 124th St.
13. Ultimate Confections Inc., Ultimate Confections, Patrick Murphy – Agent, 800 N. 68th St.
14. Wisconsin CVS Pharmacy, L.L.C., CVS Pharmacy #8771, Angela Stevenson – Agent, 7520 W. Blue Mound Rd.

#### **CLASS "A" BEER ONLY - RENEWAL**

1. Hayward Pharmacy Inc, Swan Serv-U Pharmacy, Randall Dawes – Agent, 9130 W. North Ave.



# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-281

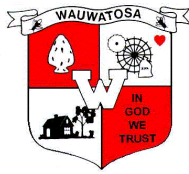
**Agenda Date:** 7/25/2023

**Agenda #:** 6.

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**Title**

Discussion regarding polling site locations for 2024 elections



# CLERK'S OFFICE MEMO

To: **Government Affairs Committee**

From: **Steven A. Braatz, Jr., City Clerk**  
**Zachary Kessler, Deputy City Clerk**

Date: **May 30, 2023**

Subject: **Discussion regarding polling site locations for 2024 elections**

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## A. Background/Rationale

Due to various factors, some changes need to or may need to occur with the location of polling sites throughout the City.

### *Current Polling Sites*

- Annunciation Greek Orthodox Church Cultural Center – Wards 22, 23, 24A, 24B (all of D8)
- City Hall Lower Civic Center – Wards 1, 2A, 2B, 3 (all of D1)
- Hart Park Muellner Building – Wards 4A, 4B, 5, 6A, 6B (all of D2)
- McKinley Elementary – Wards 16, 17, 18 (all of D6)
- Mt. Zion Lutheran Church - Fellowship Hall – Wards 19, 20A, 20B, 21A, 21B (all of D7)
- Underwood Elementary – Wards 7, 8, 9A, 9B (all of D3)
- Wauwatosa Library - Firefly Room – Wards 13, 14, 15 (all of D5)
- Wilson Elementary – 10, 11, 12A, 12B (all of D4)

### *2024-2025 Elections*

#### **2024**

- Spring Primary - Tuesday, February 20 (if needed) – *Potentially small election*
- Presidential Preference Primary and Spring Election - Tuesday, April 2 – *Large election*
- Partisan Primary - Tuesday, August 13 – *Large election*
- Presidential General - Tuesday, November 5 – *Large election*

#### **2025**

- Spring Primary - Tuesday, February 18 (if needed) – *Potentially small election*
- Spring Election - Tuesday, April 1 – *Potentially mid-sized election*

## B. Key Issues for Consideration

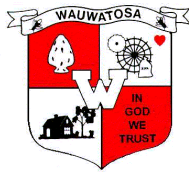
### *Hart Park Muellner Building*

The Muellner Building will be undergoing renovations throughout all of 2024, rendering it unusable for elections. Therefore, we must relocate Wards 4A, 4B, 5, 6A, and 6B.

### *Elementary Schools*

The agreement with the Wauwatosa School District to hold elections at the McKinley, Underwood,





# CLERK'S OFFICE MEMO

and Wilson Elementary schools expired after the April 2023 election. The agreement permitted our use of their community rooms on days when school was in session, and the gyms when they were not in session, for elections. We used the gyms for both the August 2022 primary and the November 2022 general elections. As a result of miscommunication with school facilities personnel, we used the gyms for the February 2023 primary. However, this resulted in confusion and displeasure from the school principals. We used the community rooms for the February 2022 primary, April 2022 spring election, and April 2023 spring election.

While we appreciate the use of these facilities, it has become evident that the community rooms do not provide enough space to handle the three wards we currently have assigned to each elementary school. Spring elections can yield significant turnout (as we saw during the April 2023 spring election), which necessitates a larger space. However, the gyms do provide sufficient space for conducting elections of any size. It is worth noting that the School District made accommodations in closing school for the November 2022 election, which was greatly appreciated.

## *Other Issues*

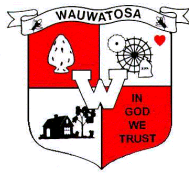
- **Library Firefly Room:** As displayed in the November 2022 election, this site is not large enough to handle the three wards it is currently assigned. We could potentially relocate one ward to ease the burden on voters, staff, and equipment.
- **Polling site capacity and availability:** There are few sites within Wauwatosa that offer adequate space, availability, parking, and handicap accessibility.
- **Need for emergency backup locations:** The City now has election contingency plans (ECP) for each current polling site. The ECPs call for emergency backup locations in the event a current polling place becomes unusable. If they do not serve as a new polling site, some of the following suggestions could serve as emergency backup locations.

## *Potential polling sites*

The Clerk's Office has identified and contacted several possible locations:

- St. Camillus (10101 W Wisconsin Ave)
- Wauwatosa Woman's Club (1626 N Wauwatosa Ave)
- Hoyt Park (1800 Swan Blvd)
  - \$400 usage fee per election
- Our Redeemer Lutheran Church (10025 W North Ave)
- St. Jude the Apostle Parish (734 Glenview Ave)
- Catholic Charities Milwaukee Area Office (2021 N 60<sup>th</sup> St)
- Trinity Episcopal Church (1717 Church St)
- Christ King Catholic Parish (2604 N Swan Blvd)
- Wisconsin Lutheran College (8800 W Blue Mound Road)
- Wauwatosa Public Works Building (11100 W Walnut Road)
- Milwaukee County Parks Office (9480 W Watertown Plank Road)
- UWM Innovation Center (1225 Discovery Pkwy)
- Wauwatosa School District Facilities

Attached to this memo is a map illustrating the locations of current polling sites (yellow) and the potential polling sites (pink).



# CLERK'S OFFICE MEMO

## *Deadline and Notification of Voters*

The statutory deadline for the Common Council to establish polling sites before the February 2024 spring primary is January 21, 2024. This means our internal deadline is the January 16, 2024 Common Council meeting. It is unknown if a spring primary will be needed at this time.

As we have done in the past, we intend to notify all affected households with postcards and social media posts. Affected voters will also have the ability to see their new polling site information via the MyVote.wi.gov website.

## **C. Fiscal Impact**

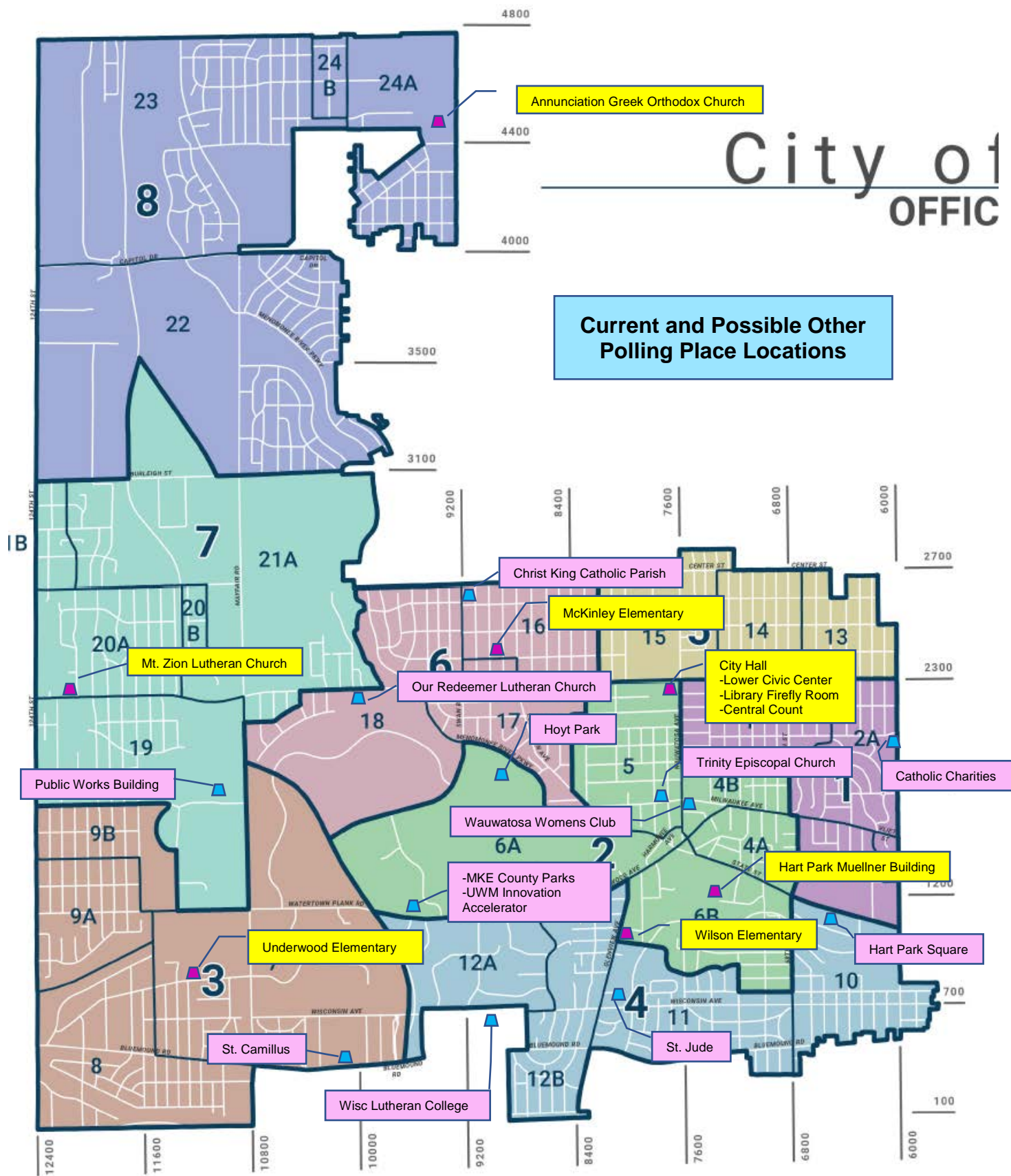
The expansion of polling sites will require additional equipment, supplies, and personnel. It will also require postage for mailing notification postcards to all affected households. As such, we need to determine the number of additional polling sites that will be used in 2024 and 2025 elections, as well as which wards will be assigned to which polling site, to generate an accurate fiscal estimate.

## **D. Requested Actions**

No action required at this time. We are looking for feedback and will return to the Committee at a future meeting.

## **E. Attachments**

- 2024-25 Potential Polling Sites Map





# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-283

**Agenda Date:** 6/6/2023

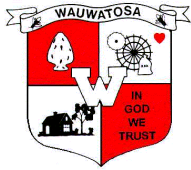
**Agenda #:** 8.

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### Title

Consideration of approval of an agreement with Tosa Tonight for use of the Rotary Performance Pavilion at Hart Park

CITY OF WAUWATOSA  
MEMO



To: **Government Affairs Committee**

From: **David Simpson, Director of Public Works**

Date: **May 22, 2023**

Subject: **Memo from the Director of Public Works recommending approval of an agreement with Tosa Tonight for use of the Rotary Performance Pavilion at Hart Park**

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**A. Issue**

Tosa Tonight has been utilizing the Rotary Performance stage at Hart Park since the facility was constructed. The current agreement has some requirements that are not desirable for Tosa Tonight as well as the City so some changes to the existing agreement are being proposed at this time.

**B. Background/Options**

Tosa Tonight has been an amazing asset to Hart Park and they have done a wonderful job with the Wednesday night concert series and we are excited to see their continued success. The current agreement with Tosa Tonight was established in 2019 and it expires at the end of 2024. There are a few items included in the current agreement that have not been working well for Tosa Tonight and/or the City so we are proposing modifications to the agreement. The main item relates to storage and the fact that Tosa Tonight is using a storage container which is unsightly and not ideally located because it is in the floodplain. City staff have offered to allow Tosa Tonight to utilize the dressing rooms for storage if they are able to remove the shipping container, which they have agreed to. Also, the City has installed an active ventilation system in the dressing rooms in order to ensure that rooms do not experience high humidity, which was a problem in the past. We have also asked Tosa Tonight if they would be willing to help with maintenance project costs and they have agreed to create a fund that they will manage for that purpose which is reflected in the draft agreement. The Police Department has also asked for some language to allow them to charge for some of the time they spend patrolling the events and Tosa Tonight has agreed to the proposal so that language has been added as well. Other minor modifications are included in the attached redline documents for your review.

Attached you will see a redline version and a clean version of the draft agreement that has been recommended for approval by the Board of Parks and Forestry Commissioners.

**C. Strategic Plan (Area of Focus)**

Priority 5: Quality of Life

**D. Fiscal Impact**

Creation of a maintenance fund by Tosa Tonight, to be held and managed by Tosa Tonight.

**E. Recommendation**

Approval of the attached Usage Agreement Between the City of Wauwatosa, the Wauwatosa Board of Parks and Forestry Commissioners, and Tosa Tonight, Inc., for the Rotary Performance Pavilion at Hart Park.



**USAGE AGREEMENT BETWEEN  
THE CITY OF WAUWATOSA,  
THE WAUWATOSA BOARD OF PARKS AND  
FORESTRY COMMISSIONERS AND  
TOSA TONIGHT, INC., FOR THE  
ROTARY PERFORMANCE PAVILION  
AT HART PARK**

This Agreement is made between the WAUWATOSA BOARD OF PARKS AND FORESTRY COMMISSIONERS (“Parks Board”) and the CITY OF WAUWATOSA, a municipal corporation located in Milwaukee County, Wisconsin (collectively referred to as the “City”) and TOSA TONIGHT, INC., a Wisconsin not-for-profit corporation (“Tosa Tonight”), as of the \_\_\_\_ day of \_\_\_\_\_, ~~2019~~2023, as follows:

1. Purpose and Intent of Agreement. This Agreement is intended to provide for the use of the Rotary Performance Pavilion at Hart Park by Tosa Tonight. The Rotary Performance Pavilion (the “Pavilion”) shall include the stage facilities, dressing rooms and restroom behind the stage, seating area and vendor pads located between 68<sup>th</sup> and 70<sup>th</sup> Streets in Hart Park, but shall not include the Playground structures, splash pad, parking area, public sidewalks, art display spaces, and picnic shelter/restroom structure. Such excluded areas are and shall remain public spaces. During the term of this Agreement, it is the parties’ intent that Tosa Tonight shall be permitted to use the Pavilion to host performances on Wednesday evenings between May 1 and September 30, July 4<sup>th</sup>, and on other agreed-upon dates upon which the Pavilion is not otherwise reserved for use (the “Performance Season”), including the time necessary for “set up” and “take down” associated with the events. At all other times, the City shall manage and control the Pavilion. During the term of this Agreement, Tosa Tonight shall be provided with keys to access the dressing rooms and restroom at the Pavilion.

2. Status of Tosa Tonight. At the outset and throughout the term of this agreement, Tosa Tonight shall:

- A. Be incorporated and remain incorporated as a legal entity under Chapter 181, of the Wisconsin Statutes.
- B. Maintain a current registration with the State of Wisconsin Department of Financial Institutions, or successor office.
- C. Continue to maintain eligibility for Internal Revenue Service for certification establishing Tosa Tonight as a tax-exempt entity under Sec. 501(c)(3) of the Internal Revenue Code.
- D. Supply to the City written verification of Tosa Tonight’s compliance with this Article, within 30 days of the City’s request for such documentation.

3. Term of Agreement. Tosa Tonight shall be permitted to use the Pavilion pursuant to the terms provided herein for ~~five-ten~~ (510) years, commencing ~~January-June 17~~, 20230 through ~~December-June 631~~, 203324. This agreement shall be automatically renewable for subsequent ~~five-ten~~ (510) year terms unless a written, notice of intent not to renew is given to the other party at least six (6) months prior to renewal.

4. General Operations. Tosa Tonight shall designate a single contact, in writing or in a manner otherwise acceptable to the City, prior to March 1 each calendar year, who shall be responsible for management of Pavilion events hosted by Tosa Tonight during the upcoming Performance Season, including vendors, contractors, guests and any volunteers or support staff acting on behalf or at the direction of Tosa Tonight.

5. Operating Systems and Equipment. Tosa Tonight shall designate which, if any, moveable equipment, furniture, furnishings, lighting and apparatus presently located in the Pavilion constitute property of Tosa Tonight. Such equipment shall be described in an addendum to this Agreement. ~~During the Performance Season, Tosa Tonight shall be permitted to utilize both dressing rooms and the rear storage room a temporary storage container, no greater than 20 ft x 8 ft x 8 ft in size, of the stage facility for on-site storage of all Tosa Tonight property, provided a greater size container is approved by the Parks Board. Prior to occupancy of the dressing rooms the City shall install a ventilation system. The container shall be placed in a location at the Pavilion designated by the Parks Board. The Parks Board may require that such storage container be moved to another Pavilion location, if necessary, provided that not less than fourteen (14) days' notice is given to Tosa Tonight. In case of emergency, the City may, at its cost, move the storage container with its own personnel and equipment. The City of Wauwatosa will allow the temporary storage container to be stored, at no charge to Tosa Tonight, at the Department of Public Works Yard located at 11100 W. Walnut Road outside of the Performance Season. Should the City have a need for use of the dressing rooms on a temporary basis for a rental or maintenance of the stage facility Tosa Tonight will temporarily vacate the rooms at the request of the City.~~

6. Rent. Other than costs addressed elsewhere in this Agreement, Tosa Tonight shall pay no rental fees for use of the Pavilion as described above during the Performance Season for all Wednesday performances and the 4<sup>th</sup> of July. Should Tosa Tonight wish to utilize the Pavilion on other occasions it will be allowed to do so, without charge, if no other reservation has been made for the date/s.

7. Income. Any income generated by Tosa Tonight, including but not limited to sponsorship funds, concession income, advertising revenue, donations, grants and equipment revenue, in relation to or as a result of its events held at the Pavilion may be utilized by Tosa Tonight for its own operations.

8. Written Reports.

- A. Tosa Tonight shall provide to the Parks Board, on or before March 15 of each year during the term of this Agreement, an annual written report that details the programs and activities for the Pavilion from the preceding calendar year, and should include a projection regarding similar information for the next succeeding year.
- B. Tosa Tonight shall provide to the Parks Board, on or before March 31 of each year during the term of this Agreement, a tentative schedule of events for the upcoming year.

9. Maintenance and Alterations.

- A. Maintenance. The maintenance responsibilities following the Pavilion events for which Tosa Tonight has arranged, of the Pavilion shall be allocated as follows:

i. Tosa Tonight shall be responsible for cleaning the dressing rooms and restroom after their use by Tosa Tonight. Tosa Tonight shall be responsible for refuse pickup and placing the refuse containers street side for city pickup. The City shall provide a sufficient number of refuse containers for each Pavilion event.

ii. The City shall be responsible for maintenance repair, replacement and capital improvements of the Pavilion and all building structural or mechanical systems, including, but not limited to, the irrigation and electrical systems, including snow removal and sidewalk maintenance, pavement maintenance, restroom maintenance, landscaping, lawn care and street, park and security lights. City will be responsible for street side refuse container pickup following Pavilion events for which Tosa Tonight has arranged.

~~iii.~~ Tosa Tonight will make an annual contribution of at least \$1,000.00 to a segregated fund under Tosa Tonight's possession and control that would be drawn from for future contributions toward the cost of reasonable and necessary repairs and/or capital improvements to the Pavilion. It is expected that the City may from time to time make requests for Tosa Tonight to contribute to specific repairs or improvement work dependent upon available City funding for such needs. Tosa Tonight will consider such requests in good faith and in consideration of the availability of funds in the segregated account. The balance of this account shall be included with the annual report to the City.

B. Alterations. Tosa Tonight shall not make structural changes or alterations without first obtaining the written consent of the City.

10. Indemnification and Insurance. Tosa Tonight shall indemnify and hold harmless the City, its employees, elected officials, board members, and consultants from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees paid to outside legal counsel, arising out of or resulting from Tosa Tonight's use of the Pavilion during the Performance Season, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom, to the extent such claim, damage, loss or expense is not caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- A. In claims against any person or entity indemnified under this article by an employee of Tosa Tonight or its contractors, anyone directly or indirectly employed by Tosa Tonight or its contractors or anyone for whose acts Tosa Tonight or its contractors may be liable, the indemnification obligation under this article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Tosa Tonight or its contractors under workers' compensation acts, disability benefit acts or other employee benefit acts.
- B. In addition to the Indemnification requirements above, Tosa Tonight or its contractors shall not commence operations pursuant to this agreement until Tosa Tonight has

obtained all insurance required below, naming the City of Wauwatosa as an additional insured, and has provided acceptable proof of such insurance to the City.

- i. Commercial General Liability coverage at least as broad as Insurance Services Office Forms #CG 00 01 07 98 and #CG 25 03 11 85, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits:

a.	General aggregate limit per project	\$2,000,000
b.	Products–Completed Operations aggregate	2,000,000
c.	Personal and Advertising Injury limit	1,000,000
d.	Each Occurrence limit	1,000,000
e.	<del>Fire Damage limit—any one fire</del>	<del>50,000</del>
f.	<del>Medical Expense limit—any one person</del>	<del>10,000</del>

- ii. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1–Any Auto basis (required only if Tosa Tonight owns, leases or otherwise operates a motor vehicle in association with Pavilion events or on City property).

- iii. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- C. It shall be Tosa Tonight’s sole responsibility to obtain assurances of appropriate liability insurance from promoters and/or sponsors of events scheduled or held at the Pavilion or to provide at its own expense such insurance for a promoter or sponsor, and such other coverage as is necessary to insure other personal property located on the premises.

11. Operations. At times when it is hosting events at the Pavilion, Tosa Tonight shall operate the Pavilion as provided in this Agreement, subject to the following:

- A. Wherever applicable, Pavilion events are subject to the Special Events Permit requirements described in Chapter 7.50 of the Wauwatosa Municipal Code. Tosa Tonight is hereby made aware of this requirement and shall follow appropriate procedures for fulfillment of such permit requirements when applicable.
- B. Tosa Tonight shall be responsible for ensuring that intellectual property rights for all Tosa Tonight managed performances at the Pavilion are appropriately licensed as is necessary to protect the intellectual property of authors, publishers and others whose works are performed.

- C. Any dates booked by Tosa Tonight for performance dates prior to the scheduled termination date of this Agreement shall be honored by the City in the event this Agreement is terminated early without cause.
- D. The Parties recognize that the Pavilion is located within the boundaries of a flood control project and that conditions related to the area's use for that purpose may at times interfere with other uses of the Pavilion. Neither party shall have liability to the other for operational adjustments necessary due to such conditions.
- E. The Tosa Tonight concert series is open to the public and greatly benefits the Wauwatosa community. Protection of the public attending these events is of the utmost importance to the City and Tosa Tonight. The Wauwatosa Police Department will endeavor, whenever possible, to provide two police officers at each Tosa Tonight event as well as volunteer Reserve Officers. The Wauwatosa Police Department will provide one officer at no cost to Tosa Tonight while the second officer, if available and present at the event, will be billed to Tosa Tonight at the applicable overtime rate which will not exceed five hours per concert event. In the event police department staffing allows for a second officer to be present who is already on duty, no overtime rates will apply. There will be no cost to Tosa Tonight during events where police presence is provided for a coordinated event such as the 4th of July fireworks or Tosa's Night Out. Police Reserve Officers, when available, will also be provided at no cost to Tosa Tonight. The Wauwatosa Police Department reserves the right to modify these conditions based on required level of service.

12. Public Facility. In hosting events at the Pavilion, Tosa Tonight shall comply with all rules and regulations for operation of a public facility, including those rules applicable to other City parks and facilities, or such specific directives as issued by the Parks Board, the Common Council, or the Board of Public Works, as appropriate.

13. Notice. All communications or notices required or permitted under this Agreement shall be addressed to the following individuals or their successors unless and until any of such parties notifies the other in accordance with this paragraph of a change in contact name or address. Any provision requiring written notice may also be satisfied by providing notice via facsimile transmission or electronic mail to the other party, provided that receipt of the alternative form of notice is acknowledged by the receiving party.

If as to City:

Board or Parks and Forestry Commissioners  
City of Wauwatosa  
11100 West Walnut Road  
Wauwatosa, Wisconsin 53226  
ATTN: Parks and Forestry Superintendent  
[tparks@wauwatosa.net](mailto:tparks@wauwatosa.net)

With a copy to:

City of Wauwatosa  
Wauwatosa ~~City Hall~~ Department of Public Works  
11100 West Walnut Road



Wauwatosa, Wisconsin 53226  
ATTN: Director of Public Works  
[dsimpson@wauwatosa.net](mailto:dsimpson@wauwatosa.net)  
[dpw@wauwatosa.net](mailto:dpw@wauwatosa.net)

If as to Tosa Tonight:

Tosa Tonight, Inc.  
6650 West State Street, #D328  
Wauwatosa, WI 53213  
ATTN: ~~Pete Holtz~~President  
[pete.holtz3@gmail.com](mailto:pete.holtz3@gmail.com)  
[contact@tosatonight.com](mailto:contact@tosatonight.com)

With a copy to:

[Joseph P. Duffey](#)  
[Duffey Law Office, S.C.](#)  
[933 N. Mayfair Road](#)  
[Wauwatosa, WI 53226](#)  
[jduffey@duffeylaw.com](mailto:jduffey@duffeylaw.com)  
~~John P. Yentz, Esq.~~  
~~DeWitt Law Firm~~  
~~13845 Bishop's Drive, Suite 300~~  
~~Brookfield, Wisconsin 53005~~  
~~[jpy@dewittllp.com](mailto:jpy@dewittllp.com)~~

14. Early Termination. ~~Tosa Tonight and the City shall each have the right to terminate this agreement without cause upon not less than nine (9) months prior written notice to the other party. The City agrees not to exercise this "without cause" termination provision in such a manner as to cause the Agreement to terminate during the midst of an ongoing rental season (May—September).~~ In the event either party shows good cause for termination, the party seeking early termination must notify the other party in writing. Said notice shall provide the other party has the opportunity to correct any deficiency within ~~thirty-sixty~~(~~30~~60) calendar days of receiving written notice thereof. If such deficiency is not cured within those ~~sixtythirty~~ (~~63~~0) days, this Agreement may be terminated on ~~fifteen-thirty~~ (~~30~~15) day written notice by either party to the other.

15. Successors Bound. The Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns, and shall be binding upon and inure to the benefit of Tosa Tonight, its successors and assigns; provided, however, any assignment of rights and obligations under this Agreement by Tosa Tonight shall be subject to the written consent of the City, which shall not be unreasonably withheld. Any sale or transfer of the Pavilion by the City shall be made subject to the terms of this agreement.

16. Miscellaneous Provisions.

- A. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture among the parties.

- B. This agreement cannot be changed or modified except in writing and signed by the duly authorized agents of the parties.
- C. Headings contained in this Agreement are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.
- D. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained in the Agreement shall run to or be enforceable by any other party than the parties to this Agreement.
- E. This Agreement constitutes all of the agreements and understandings of whatsoever nature or kind existing between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces the existing ~~Management Usage~~ Agreement between the City and Tosa Tonight, as of ~~January 1, 2020~~June 7<sup>th</sup>, 2023.
- F. If any term, covenant, condition or provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant, condition and provision shall be valid and be enforced to the fullest extent permitted by law.
- G. Failure of either party to insist upon the strict performance of the terms and provisions of this agreement, or any of them, shall not constitute or be construed as a waiver or relinquish of that party's right to thereafter enforce such term or provision, and that term or provision shall continue in full force and effect.
- H. The City shall reserve the right for the Wauwatosa Rotary Foundation or the Rotary Clubs who participated in raising the Pavilion's construction funds to utilize the Pavilion to conduct a total of up to four events each year for their own purposes, at no rental fee. Such events must each be scheduled no later than January 31 in the year of the event. After January 31 of each year, scheduling of events by the Foundation or the Rotary Clubs shall be permitted on an as-available basis, so long as such dates do not conflict with other events planned or being scheduled by Tosa Tonight or the City.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their officers thereunto duly authorized, all as of the day and year first written above.

SIGNATURES ON FOLLOWING PAGE

CITY OF WAUWATOSA

TOSA TONIGHT, INC.

By: \_\_\_\_\_  
~~Kathy Ehley~~ Dennis McBride, Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
~~Carla A. Ledesma~~ Steven Braatz, City Clerk

By: \_\_\_\_\_

Approved as to form and execution:

By: \_\_\_\_\_  
Alan R. Kesner, City Attorney

WAUWATOSA BOARD OF PARKS AND  
FORESTRY COMMISSIONERS

By: \_\_\_\_\_  
Tom Ertel, Chair

**USAGE AGREEMENT BETWEEN  
THE CITY OF WAUWATOSA,  
THE WAUWATOSA BOARD OF PARKS AND  
FORESTRY COMMISSIONERS AND  
TOSA TONIGHT, INC., FOR THE  
ROTARY PERFORMANCE PAVILION  
AT HART PARK**

This Agreement is made between the WAUWATOSA BOARD OF PARKS AND FORESTRY COMMISSIONERS (“Parks Board”) and the CITY OF WAUWATOSA, a municipal corporation located in Milwaukee County, Wisconsin (collectively referred to as the “City”) and TOSA TONIGHT, INC., a Wisconsin not-for-profit corporation (“Tosa Tonight”), as of the \_\_\_\_ day of \_\_\_\_\_, 2023, as follows:

1. Purpose and Intent of Agreement. This Agreement is intended to provide for the use of the Rotary Performance Pavilion at Hart Park by Tosa Tonight. The Rotary Performance Pavilion (the “Pavilion”) shall include the stage facilities, dressing rooms and restroom behind the stage, seating area and vendor pads located between 68<sup>th</sup> and 70<sup>th</sup> Streets in Hart Park, but shall not include the Playground structures, splash pad, parking area, public sidewalks, art display spaces, and picnic shelter/restroom structure. Such excluded areas are and shall remain public spaces. During the term of this Agreement, it is the parties’ intent that Tosa Tonight shall be permitted to use the Pavilion to host performances on Wednesday evenings between May 1 and September 30, July 4<sup>th</sup>, and on other agreed-upon dates upon which the Pavilion is not otherwise reserved for use (the “Performance Season”), including the time necessary for “set up” and “take down” associated with the events. At all other times, the City shall manage and control the Pavilion. During the term of this Agreement, Tosa Tonight shall be provided with keys to access the dressing rooms and restroom at the Pavilion.

2. Status of Tosa Tonight. At the outset and throughout the term of this agreement, Tosa Tonight shall:

- A. Be incorporated and remain incorporated as a legal entity under Chapter 181, of the Wisconsin Statutes.
- B. Maintain a current registration with the State of Wisconsin Department of Financial Institutions, or successor office.
- C. Continue to maintain eligibility for Internal Revenue Service for certification establishing Tosa Tonight as a tax-exempt entity under Sec. 501(c)(3) of the Internal Revenue Code.
- D. Supply to the City written verification of Tosa Tonight’s compliance with this Article, within 30 days of the City’s request for such documentation.

3. Term of Agreement. Tosa Tonight shall be permitted to use the Pavilion pursuant to the terms provided herein for ten (10) years, commencing June 7, 2023 through June 6, 2033. This agreement shall be automatically renewable for subsequent ten (10) year terms unless a written, notice of intent not to renew is given to the other party at least six (6) months prior to renewal.

4. General Operations. Tosa Tonight shall designate a single contact, in writing or in a manner otherwise acceptable to the City, prior to March 1 each calendar year, who shall be responsible for

management of Pavilion events hosted by Tosa Tonight during the upcoming Performance Season, including vendors, contractors, guests and any volunteers or support staff acting on behalf or at the direction of Tosa Tonight.

5. Operating Systems and Equipment. Tosa Tonight shall designate which, if any, moveable equipment, furniture, furnishings, lighting and apparatus presently located in the Pavilion constitute property of Tosa Tonight. Such equipment shall be described in an addendum to this Agreement. Tosa Tonight shall be permitted to utilize both dressing rooms and the rear storage room of the stage facility for on-site storage of all Tosa Tonight property. Prior to occupancy of the dressing rooms the City shall install a ventilation system. Should the City have a need for use of the dressing rooms on a temporary basis for a rental or maintenance of the stage facility Tosa Tonight will temporarily vacate the rooms at the request of the City.

6. Rent. Other than costs addressed elsewhere in this Agreement, Tosa Tonight shall pay no rental fees for use of the Pavilion as described above during the Performance Season for all Wednesday performances and the 4<sup>th</sup> of July. Should Tosa Tonight wish to utilize the Pavilion on other occasions it will be allowed to do so, without charge, if no other reservation has been made for the date/s.

7. Income. Any income generated by Tosa Tonight, including but not limited to sponsorship funds, concession income, advertising revenue, donations, grants and equipment revenue, in relation to or as a result of its events held at the Pavilion may be utilized by Tosa Tonight for its own operations.

8. Written Reports.

- A. Tosa Tonight shall provide to the Parks Board, on or before March 15 of each year during the term of this Agreement, an annual written report that details the programs and activities for the Pavilion from the preceding calendar year, and should include a projection regarding similar information for the next succeeding year.
- B. Tosa Tonight shall provide to the Parks Board, on or before March 31 of each year during the term of this Agreement, a tentative schedule of events for the upcoming year.

9. Maintenance and Alterations.

- A. Maintenance. The maintenance responsibilities following the Pavilion events for which Tosa Tonight has arranged, of the Pavilion shall be allocated as follows:
  - i. Tosa Tonight shall be responsible for cleaning the dressing rooms and restroom after their use by Tosa Tonight. Tosa Tonight shall be responsible for refuse pickup and placing the refuse containers street side for city pickup. The City shall provide a sufficient number of refuse containers for each Pavilion event.
  - ii. The City shall be responsible for maintenance repair, replacement and capital improvements of the Pavilion and all building structural or mechanical systems, including, but not limited to, the irrigation and electrical systems, including snow removal and sidewalk maintenance, pavement maintenance, restroom maintenance, landscaping, lawn care and street, park and security lights. City



will be responsible for street side refuse container pickup following Pavilion events for which Tosa Tonight has arranged.

- iii. Tosa Tonight will make an annual contribution of at least \$1,000.00 to a segregated fund under Tosa Tonight's possession and control that would be drawn from for future contributions toward the cost of reasonable and necessary repairs and/or capital improvements to the Pavilion. It is expected that the City may from time to time make requests for Tosa Tonight to contribute to specific repairs or improvement work dependent upon available City funding for such needs. Tosa Tonight will consider such requests in good faith and in consideration of the availability of funds in the segregated account. The balance of this account shall be included with the annual report to the City.

- B. Alterations. Tosa Tonight shall not make structural changes or alterations without first obtaining the written consent of the City.

10. Indemnification and Insurance. Tosa Tonight shall indemnify and hold harmless the City, its employees, elected officials, board members, and consultants from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees paid to outside legal counsel, arising out of or resulting from Tosa Tonight's use of the Pavilion during the Performance Season, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom, to the extent such claim, damage, loss or expense is not caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- A. In claims against any person or entity indemnified under this article by an employee of Tosa Tonight or its contractors, anyone directly or indirectly employed by Tosa Tonight or its contractors or anyone for whose acts Tosa Tonight or its contractors may be liable, the indemnification obligation under this article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Tosa Tonight or its contractors under workers' compensation acts, disability benefit acts or other employee benefit acts.
- B. In addition to the Indemnification requirements above, Tosa Tonight or its contractors shall not commence operations pursuant to this agreement until Tosa Tonight has obtained all insurance required below, naming the City of Wauwatosa as an additional insured, and has provided acceptable proof of such insurance to the City.
  - i. Commercial General Liability coverage at least as broad as Insurance Services Office Forms #CG 00 01 07 98 and #CG 25 03 11 85, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits:

a.	General aggregate limit per project	\$2,000,000
b.	Products–Completed Operations aggregate	2,000,000
c.	Personal and Advertising Injury limit	1,000,000

d. Each Occurrence limit 1,000,000

- ii. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1–Any Auto basis (required only if Tosa Tonight owns, leases or otherwise operates a motor vehicle in association with Pavilion events or on City property).
  - iii. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- C. It shall be Tosa Tonight’s sole responsibility to obtain assurances of appropriate liability insurance from promoters and/or sponsors of events scheduled or held at the Pavilion or to provide at its own expense such insurance for a promoter or sponsor, and such other coverage as is necessary to insure other personal property located on the premises.

11. Operations. At times when it is hosting events at the Pavilion, Tosa Tonight shall operate the Pavilion as provided in this Agreement, subject to the following:

- A. Wherever applicable, Pavilion events are subject to the Special Events Permit requirements described in Chapter 7.50 of the Wauwatosa Municipal Code. Tosa Tonight is hereby made aware of this requirement and shall follow appropriate procedures for fulfillment of such permit requirements when applicable.
- B. Tosa Tonight shall be responsible for ensuring that intellectual property rights for all Tosa Tonight managed performances at the Pavilion are appropriately licensed as is necessary to protect the intellectual property of authors, publishers and others whose works are performed.
- C. Any dates booked by Tosa Tonight for performance dates prior to the scheduled termination date of this Agreement shall be honored by the City in the event this Agreement is terminated early without cause.
- D. The Parties recognize that the Pavilion is located within the boundaries of a flood control project and that conditions related to the area’s use for that purpose may at times interfere with other uses of the Pavilion. Neither party shall have liability to the other for operational adjustments necessary due to such conditions.
- E. The Tosa Tonight concert series is open to the public and greatly benefits the Wauwatosa community. Protection of the public attending these events is of the utmost importance to the City and Tosa Tonight. The Wauwatosa Police Department will

endeavor, whenever possible, to provide two police officers at each Tosa Tonight event as well as volunteer Reserve Officers. The Wauwatosa Police Department will provide one officer at no cost to Tosa Tonight while the second officer, if available and present at the event, will be billed to Tosa Tonight at the applicable overtime rate which will not exceed five hours per concert event. In the event police department staffing allows for a second officer to be present who is already on duty, no overtime rates will apply. There will be no cost to Tosa Tonight during events where police presence is provided for a coordinated event such as the 4th of July fireworks or Tosa's Night Out. Police Reserve Officers, when available, will also be provided at no cost to Tosa Tonight. The Wauwatosa Police Department reserves the right to modify these conditions based on required level of service.

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If as to City:

Board or Parks and Forestry Commissioners  
City of Wauwatosa  
11100 West Walnut Road  
Wauwatosa, Wisconsin 53226  
ATTN: Parks and Forestry Superintendent  
[tparks@wauwatosa.net](mailto:tparks@wauwatosa.net)

With a copy to:

City of Wauwatosa  
Wauwatosa Department of Public Works  
11100 West Walnut Road  
Wauwatosa, Wisconsin 53226  
ATTN: Director of Public Works  
[dpw@wauwatosa.net](mailto:dpw@wauwatosa.net)

If as to Tosa Tonight:

Tosa Tonight, Inc.  
6650 West State Street, #D328  
Wauwatosa, WI 53213  
ATTN: President  
[contact@tosatnight.com](mailto:contact@tosatnight.com)

With a copy to:

Joseph P. Duffey  
Duffey Law Office, S.C.  
933 N. Mayfair Road

Wauwatosa, WI 53226  
[jduffey@duffeylaw.com](mailto:jduffey@duffeylaw.com)

14. Early Termination. In the event either party shows good cause for termination, the party seeking early termination must notify the other party in writing. Said notice shall provide the other party has the opportunity to correct any deficiency within sixty(60) calendar days of receiving written notice thereof. If such deficiency is not cured within those sixty (60) days, this Agreement may be terminated on thirty (30) day written notice by either party to the other.

15. Successors Bound. The Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns, and shall be binding upon and inure to the benefit of Tosa Tonight, its successors and assigns; provided, however, any assignment of rights and obligations under this Agreement by Tosa Tonight shall be subject to the written consent of the City, which shall not be unreasonably withheld. Any sale or transfer of the Pavilion by the City shall be made subject to the terms of this agreement.

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- B. This agreement cannot be changed or modified except in writing and signed by the duly authorized agents of the parties.
- C. Headings contained in this Agreement are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.
- D. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained in the Agreement shall run to or be enforceable by any other party than the parties to this Agreement.
- E. This Agreement constitutes all of the agreements and understandings of whatsoever nature or kind existing between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces the existing Usage Agreement between the City and Tosa Tonight, as of June 7<sup>th</sup>, 2023.
- F. If any term, covenant, condition or provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant, condition and provision shall be valid and be enforced to the fullest extent permitted by law.
- G. Failure of either party to insist upon the strict performance of the terms and provisions of this agreement, or any of them, shall not constitute or be construed as a waiver or

relinquish of that party's right to thereafter enforce such term or provision, and that term or provision shall continue in full force and effect.

- H. The City shall reserve the right for the Wauwatosa Rotary Foundation or the Rotary Clubs who participated in raising the Pavilion's construction funds to utilize the Pavilion to conduct a total of up to four events each year for their own purposes, at no rental fee. Such events must each be scheduled no later than January 31 in the year of the event. After January 31 of each year, scheduling of events by the Foundation or the Rotary Clubs shall be permitted on an as-available basis, so long as such dates do not conflict with other events planned or being scheduled by Tosa Tonight or the City.

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SIGNATURES ON FOLLOWING PAGE

CITY OF WAUWATOSA

TOSA TONIGHT, INC.

By: \_\_\_\_\_  
Dennis McBride, Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Steven Braatz, City Clerk

By: \_\_\_\_\_

Approved as to form and execution:

By: \_\_\_\_\_  
Alan R. Kesner, City Attorney

WAUWATOSA BOARD OF PARKS AND  
FORESTRY COMMISSIONERS

By: \_\_\_\_\_  
Tom Ertel, Chair





# Wauwatosa, WI

7725 W. North Avenue  
Wauwatosa, WI 53213

## Staff Report

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**File #:** 23-285

**Agenda Date:** 5/30/2023

**Agenda #:** 9.

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### Title

Staff updates regarding current legislative items of interest to the City of Wauwatosa