



## July Board Cycle

### Milwaukee County Parks

9480 Watertown Plank Rd.  
Wauwatosa, WI 53226  
(414) 257-PARK

Date: July 10, 2018

To: Theodore Lipscomb, Sr., Chairman, County Board of Supervisors

From: Guy Smith, CPRP, Parks Director

Subject: **Status of Milwaukee Winter Farmer's Market at the Mitchell Park Domes (INFORMATION)**

### Background

At the May 15, 2018 meeting of the Parks, Energy, and Environment Committee, the status of the location of the Milwaukee Winter Farmer's Market (MWFM) was discussed. The MWFM has been hosted in the Mitchell Park Domes lobby and the Domes Annex and the weekly event is organized by the Fondy Food Center. Due to staffing and logistical issues at the Domes, the MWFM was notified that the arrangement had become unsustainable for the Parks Department. The Committee meeting included a public comment period where support for keeping the MWFM at the Domes Annex was expressed and the County Board subsequently passed File #18-388 which states "...the Milwaukee County Board of Supervisors (County Board) supports and requests that the Administration and the Department of Parks, Recreation, and Culture continue Milwaukee County's partnership with the Milwaukee Winter Farmers Market by negotiating a new agreement with Fondy Food Center to keep the market at the Mitchell Park Horticultural Conservatory's Greenhouse Annex for consideration by the County Board." This is an informational response to that request.

Milwaukee County Parks and the Fondy Food Center have had a number of meetings to work through event logistics and issues in an effort to meet the Board's request and arrive at a solution that is sustainable. The successful solution is to continue hosting the MWFM at the Domes Annex as described in the Term Sheet attached to this File, in general the details are as follows:

- Fondy Food Center will reserve the Domes Annex through the Parks standard event rental permit for the facility at the current rate of \$800 per event.
- There will be 20 Saturday market events which removes events on Thanksgiving and New Year's weekends which are typically very busy Domes general admission dates.
- MWFM hours will be adjusted to 8-12 from 9-1 to allow for cleaning and turnover of the room for Saturday evening events. Market vendors will be allowed earlier access to the Domes Annex on Saturday mornings



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to set up the event. All vendors, tents, tables, goods, and equipment of the vendors must be removed from the Domes Annex by 1 pm every Saturday.

- On dates when the Domes Annex will host a Saturday evening event, a commercial janitorial service will be brought in to clean and turnover the room by 3pm. The cost of providing this service is approximately \$200 per event and on dates in which there is a Saturday evening event the expense will be paid by the Fondy Food Center.
- Parking and security will be separately contracted with the Parks Rangers on similar terms and with similar levels of service to prior years.
- Fondy Food Center will continue to make good faith efforts to recruit and provide market space to minority-owned businesses and farmers.

Under these terms, the MWFM would be permitted like any other public event rental at the Mitchell Park Domes. Any additional burdens of the event will be covered by the Fondy Food Center. The addition of third party janitorial services would enable the Domes Annex to host two events on Saturdays, thereby creating revenue generating opportunities for the Domes and increasing the number of permitted events.


As of the date of the submission of this report, the acceptance of the Term Sheet is still pending final approval by the Fondy Food Center's Board of Directors.

**Recommendation**

There is no recommendation at this time, this report is for informational purposes.

Prepared By: Jim Tarantino, Director of Recreation and Business Services, Milwaukee County Parks

Approved By: Guy Smith, CPRP, Interim Parks Director

  
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Attachments (2): Term Sheet  
Domes Annex Rental Permit

Copy:

- Chris Abele, County Executive
- Raisa Koltun, Chief of Staff, County Executive's Office
- Jason Haas, Parks, Energy & Environment Chair, Supervisor District 14
- Sheldon Wasserman, Parks, Energy & Environment Vice-Chair, Supervisor District 3
- Sylvia Ortiz-Velez, Supervisor District 12
- Kelly Bablitch, Chief of Staff, County Board of Supervisors
- Allyson Smith, Committee Coordinator, Office of the County Clerk
- Jeremy Lucas, Fiscal Mgt. Analyst, Admin & Fiscal Affairs/DAS



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**FACILITY RENTAL  
TERM SHEET**

For the Mitchell Park Conservatory (“Domes”) Annex  
Between the Milwaukee County Parks Department  
and the Fondy Food Center

The purpose of this Term Sheet is to outline critical factors that will be included in the rental of the Domes Annex to the Fondy Food Center in order to support the Milwaukee Winter Farmer’s Market event (“Event”).

**1. Agreement.**

The Milwaukee County Parks Department (“Parks”) agrees to rent the Domes Annex to the Fondy Food Center (“Fondy”), collectively the “Parties” to this Term Sheet, for the 2018-2019 winter market season based upon the following terms.

**2. Schedule of Event.**

The Event shall be for 20 Saturdays with the following Schedule –

<b>Month</b>	<b>Dates (all Saturdays)</b>
November	3, 10, 17
December	1, 8, 15, 22
January	5, 12, 19, 26
February	2, 9, 16, 23
March	2, 9, 16, 23, 30

**3. Permit.**

Fondy will enter into the standard Domes Annex rental permit, attached as Exhibit A, subject to the terms, conditions, and fees of the then current rental permit. The current fee for a 4-hour standard rental is \$800. Parks will issue one permit to apply to all 19 dates of the Event and Fondy will be responsible for fee payment for all 19 dates of the Event.

**4. Hours.**

The Event will begin no earlier than 8 AM and end no later than 12 PM on each date of the Event.

**5. Set Up and Removal.**

Fondy and its vendors will be allowed access to the Domes Annex at 6:00 AM for every date of the Event in order to set up vendor stalls and prepare the Event. Fondy and its vendors must remove all goods, booths, tables, products, and any associated infrastructure for the Event by 1 PM for every date of the Event.

**6. Cleaning.**

The Parties acknowledge that the Domes Annex facility must be turned over for programming by the Domes caterer, Zilli’s Hospitality Group, by 3 PM on every date of the Event. The process of turning over the Domes Annex includes, but is not limited to,

cleaning the restrooms, sweeping and cleaning the floor, cleaning the windows, and removing all trash. In order to complete all tasks associated with cleaning the Domes Annex, Parks will contract with third party cleaning vendors on dates that the Domes Annex is programmed for evening events, the actual cost of which will be paid by Fondy and shall not exceed \$200 per event.

**7. Security and Parking.**

Fondy will coordinate six (6) weeks prior to the first Event for all appropriate security, traffic control, parking plans, and public safety through the Milwaukee County Park Rangers. County will invoice Fondy for payment of wages, salaries, and incurred expenses of the Milwaukee County Park Rangers in performance of this Term Sheet, the cost of which shall not exceed \$200 per event.

**8. Targeted Business Enterprise (TBE) Utilization.**

Fondy shall use reasonable good faith efforts to recruit and provide market space to small, women-owned, minority-owned, and other targeted vendors and farmers. Milwaukee County Community Business Development Partners is available to assist Fondy in soliciting potential targeted vendors if needed.

**9. HVAC Construction Interruption**

The Parties acknowledge that the Domes Annex may be closed and unable to host the Event for an indefinite period of time in order to construct and install an air conditioning unit. Fondy will not be responsible for fees during this period of closure but will not be reimbursed for any costs associated with the closure.

**10. Extension.**

The Parties shall have two (2) options to extend the Agreement for one (1) additional consecutive winter market seasons if mutually agreeable to both Parties (each such period, a "Renewal Term"). Such option may be exercised so long as Vendor first provides written notice to County of its desire to enter into a Renewal Term within four (4) months of the most recent Term expiration date. If it is mutually agreed to extend the Agreement, the County will adjust the Schedule of Event to reflect then current dates for the 19 Events and the then current Domes Annex rental permit shall apply.

**11. Nonbinding.**

This term sheet does not constitute a binding contract, and the parties do not intend to be legally bound unless and until all permits and related documents have been executed by the parties. The signatures below indicate an understanding of the proposed facility rental.

[Signature page follows]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

**Fondy Food Center**

Signed: \_\_\_\_\_

By: Jennifer Casey

Its: Executive Director

**Milwaukee County Parks**

Signed: \_\_\_\_\_

By: Guy Smith

Its: Interim Parks Director

**Acknowledged:**

Zilli's Hospitality Group

Signed: \_\_\_\_\_

By:

Its:

**Exhibit A**  
Milwaukee County Greenhouse Annex Rental Permit





# Milwaukee County Department of Parks, Recreation & Culture



## 2018 MILWAUKEE COUNTY GREENHOUSE ANNEX RENTAL PERMIT

### **ANNEX SETTING:**

For a memorable event in a one-of-a-kind setting, treat your guests to the unique experience of dining and dancing in a “glass house” under the stars! The greenhouse Annex provides the backdrop for your event with one of Milwaukee’s most historic parks, Mitchell Park. This facility gives your guests the illusion of being outside with views that cannot be replicated at any other sites. The facility offers a smoke-free environment and your rental fee includes custodial services as well as the tables and chairs needed to stage your event.

Seated events may accommodate up to 250 guests and Cocktail events up to 600 guests.

### **RENTAL PERMIT TIMES AND FEES (subject to change):**

All evening rentals (Sun.-Sat.) are based on six (6) hour time periods.

6:00 p.m. – 12:00 a.m.

Daytime rentals are scheduled in 4 hr. increments and available as calendar allows.

Dates	Mon - Thurs	Fri and Sun	Saturday
Jan 1 – April 30	\$ 1,500.00	\$ 2,500.00	\$ 3,500.00
May 1 – Sept 30*	\$ NA	\$ NA	\$ NA
Oct 1 – Dec 31	\$ 1,500.00	\$ 2,500.00	\$ 3,500.00
Daytime Rental 4 hr. slot Includes setup/breakdown	\$ 800.00	\$ 800.00**	NA***

5.6% sales tax shall apply to all receptions.

Additional discount of \$750.00 may apply if renting both the Annex and the Conservatory simultaneously.

\*May 1 – Sept 30: The Annex is not air conditioned and is uncomfortable for the warmer seasonal summer months.

\*\*Daytime rentals may be in conflict with a nighttime event on the same day. Consideration will be given on a case by case basis for availability and use.

\*\*\*Most Saturdays (Nov – April) are booked with the Winter Farmer’s Market, special events or other engagements that may make this space unavailable. Consideration will be given on a case by case basis for availability.

### **PAYMENT, REFUND POLICY, AND CANCELLATIONS:**

- The payment is due in full at the time of reservation in order to book the facility.
- Please inquire with your chosen caterer for their payment and refund policies.
- Returned (NSF) checks will be subject to a \$35.00 processing fee and may result in the cancellation of the contract.

Beverage & Catering Services: TBD

Parking: Free parking available in adjacent lots. While the County does patrol the Domes grounds, including the parking lot, Milwaukee County is not responsible for theft or damage to vehicles or contents.



### **FACILITY CANCELLATION POLICY:**

**All cancellations will be charged a \$200.00 administrative fee.**

To obtain a 100% refund, a written notification of cancellation must be received *no later than 180 days* prior to the scheduled event.

To obtain a 50% refund, a written notification of cancellation must be received *no later than 90 days* prior to the scheduled event. After that, there are NO refunds.

**Please arrange to meet with your caterer no later than four (4) weeks prior to your scheduled event to work out a floor plan and event setup.**

### **RULES, REGULATIONS AND CONSIDERATIONS:**

- The County does not allow money to be collected at the door for any rental, nor does it allow its indoor facilities to be rented for functions open to the "public at large." Please refer to Conservatory Director for other options.
- Please advise your driver and guests to park in the parking lot, not the circle drive in front of the facility.
- The Annex is not air-conditioned and can be warm depending on the seasonal and unpredictable changes in weather. The County cannot assume responsibility or issue refunds if conditions affect your event.
- No items are to be placed on the glass or hung from the support beams and ceiling of the Annex without permission.
- The use of glitter, confetti, sequins or tinsel is prohibited. Only enclosed candles are allowed. Fogging and bubble machines are prohibited as well as string guns and wish lanterns.
- No extension cords or ladders will be provided. Any decoration, set-up or display must be fully removed after your event. It is the responsibility of the permit holder to provide security or coat-check personnel, if desired.
- **The Annex does not have an in-house sound system, additional specialty lighting or linens for your event use. Arrangements must be made through a private vendor to supply or provide these items.**
- You may use the Band and/or DJ of your choice. There are, at most, three 20-amp circuits available for use. Do not overload these circuits.
- **Permit Holder is responsible for all property damage and excessive cleanup charges.**
- The County will not assume responsibility for the damage or loss of any merchandise; articles or personal affects left on the premises prior to, during or following the function.
- The Annex cannot provide any storage or dressing room accommodations for private rentals. All equipment or materials shipped to the Domes prior to the function are not the responsibility of the County regarding loss or theft. Vendors may arrive no earlier than one (1) hour prior to the event start time; this includes DJ(s), Band(s), Decorators, Photographer, Florist, Baker, etc.
- The County reserves the right to inspect and control all private parties, meetings, receptions, etc., being held on the premises and also has the right to remove all food and liquor not purchased through approved catering companies.
- A one (1) hour rehearsal during normal business hours is included in the rental. **To set up an appointment for a rehearsal, please contact the Domes directly (414.257.5600) to ensure availability during your desired time-slot.**
- Milwaukee County will not be liable if unable to provide services or fulfill requests or obligations because of situations that arise due to greenhouse seasonal temperature changes, maintenance, safety issues, acts of god or other causes beyond their reasonable control.
- The permit holder agrees that it will at all times during the existence of this permit indemnify and hold harmless Milwaukee County against any and all liability, costs or expenses (including attorney's fees) which Milwaukee County may sustain by reason of the acts or omissions of the permit holder, its guests or invitees.



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**2018 MILWAUKEE COUNTY GREENHOUSE ANNEX PERMIT APPLICATION**

**APPLICANT INFORMATION:**

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Name of Applicant	Organization/Production Company (if applicable)	
Street Address	Apartment/Unit/Suite	
City	State	Zip code
E-mail Address	Day time phone #	
Pager/Cell phone #	Evening phone #	Fax number

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**EVENT INFORMATION:**

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Type of Event	Estimated Attendance
Requested Event Date(s)	
Actual starting date and time of Event	Actual ending date and time of Event

**SIGNATURE:**

The permit holder named below will be responsible for the conduct of the group and for the condition of the reserved area. This permit is subject to all municipal codes and Milwaukee County Ordinances (S. 47.04, 47.16, 47.28, 63.01, 63.02) in addition to all rules and regulations governing parks and parkways. The applicant agrees that, while using the park facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, national origin or handicap.

I hereby acknowledge that I have read, understand, and agree to follow the terms and conditions, rules, and regulations and considerations contained herein. In addition, I acknowledge and understand that I am responsible for any damage, and/or excessive clean-up costs that may result from my actions or those of my guests or invitees.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Date Application Received

Taxable    or     Non-Taxable

Date of Event

If Non-Taxable, Group Name or CES#

Location of Event

Total Payment Due

Copy to Caterer

Deposit Due